

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON JULY 24, 2006, FOLLOWED BY PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|-----|--|-----------|---------|
| I. | Legal Advice | Wetherbee | 15 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Personnel | Council | 15 min. |
| | A. Reappointments | | |
| | Arts of Collin County Board of Directors | | |
| | Board of Adjustment | | |
| | Building Standards Commission | | |
| | Planning and Zoning Commission | | |

PRELIMINARY OPEN MEETING

- | | | | |
|------|---|---------|---------|
| I. | Consideration and action resulting from executive session discussion: | Council | 5 min. |
| | A. Personnel Reappointments | | |
| | Arts of Collin County Board of Directors | | |
| | Board of Adjustment | | |
| | Building Standards Commission | | |
| | Planning and Zoning Commission | | |
| II. | Mobility Report | Neal | 5 min. |
| III. | Comprehensive Monthly Financial Report | McGrane | 5 min. |
| IV. | Personnel Appointments | Council | 20 min. |
| | A. Appointments | | |
| | Civil Service Commission | | |

- B. Reappointments
 - Animal Shelter Advisory Committee
 - Civil Service Commission
 - Community Relations Commission
 - Cultural Affairs Commission
 - Heritage Commission
 - International Relations Advisory Commission
 - Keep Plano Beautiful Commission
 - Library Advisory Board
 - Parks and Recreation Planning Board
 - Plano Housing Authority
 - Plano Transition & Revitalization Commission
 - Public Arts Committee
 - Retirement Security Plan Committee
 - Self Sufficiency Committee
 - Senior Citizens Advisory Board
 - Tax Increment Financing Reinvestment Zone
No. 1 Board
 - Technology Commission
 - Transportation Advisory Committee

- | | | | |
|-------|--|---------------------------------------|---------|
| V. | Discussion and Direction Regarding Recommendations from Plano Centre Study | Wendell | 15 min. |
| VI. | Discussion and Direction Regarding Recommendations from Public Art Committee on future Sculpture in the Park | Jim Wear Bob Drotman Janet Shaw | 15 min. |
| VII. | State Hurricane Evacuation Plan | Glasscock | 5 min. |
| VIII. | Council items for discussion/action on future agendas | Council | 5 min. |
| IX. | Consent and Regular Agenda | Council | 5 min. |
| X. | Council Reports | Council | 5 min. |
| | A. Council May Receive Information, discuss and provide direction on the following reports: | | |
| | B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees | | |

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

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



CITY COUNCIL

1520 AVENUE K

DATE: July 24, 2006

CALL TO ORDER: 7:00 p.m.

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

PLEDGE OF ALLEGIANCE: Cub Scout Pack 421
Andrews Elementary

| ITEM NO. | EXPLANATION | ACTION TAKEN |
|----------|---|--------------|
| | <p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>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: To City of Plano from Mayor Lin of Hsinchu City, Taiwan, by visiting PISD Students</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> <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></p> <p>Building Standards Commission, Jeff Bulla, Chair</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> | |

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|----------|---|--------------|
| | <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 26, 2006</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) CSP No. 2006-133-B for the purchase of Inspection Software System to Garrison Enterprises, Inc. in the amount of \$57,000. This system will integrate all City of Plano Health Department inspection activities between the field operation, office and internet.</p> <p>(c) Bid No. 2006-129-B for Steel Signal Pole Assembly to Structural & Steel Products in the amount of \$91,176.</p> <p>(d) Bid No. 2006-166-B for the 2005-2006 Arterial Concrete Repair – Parker Road, Archerwood Street and Plano Parkway, Project No. 5721, to Metric Concrete Services, Inc. in the amount of \$1,021,465. This project involves the repair of arterial street pavement on Parker Road between Coit Road and Premier Drive, Archerwood Street between Parker Road and Park Boulevard and Plano Parkway between K Avenue and Los Rios Boulevard.</p> <p>(e) Bid No. 2006-163-B for the Big Lake Park – Lake Restoration to Paula Construction, Inc. in the amount of \$393,558.</p> <p>(f) Bid No. 2006-151-B for Archgate Park to Dean Electric, Inc. in the amount of \$7,220,470. The base bid is for construction of seven unlighted multi-use fields and associated improvements including parking, concessions, restroom building, recreational trails, pedestrian bridge, area lighting, backstops, bleacher covers, fencing, shade structures, landscaping and irrigation.</p> <p>(g) Bid No. 2006-178-B for the Parker Road Estates West Water Rehabilitation to RKM Utility Services, Inc. in the amount of \$1,581,883. The project consists of the replacement of approximately 12,500 L.F. of 8” water main in residential areas.</p> <p>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</p> <p>(h) To approve the purchase of one (1) Heil 32 yard Automated Refuse Body in the amount of \$87,206 from Heil of Texas through an existing contract/agreement with H-GAC Cooperative Purchasing Program, and authorizing the City Manager to execute all necessary documents. (RC08-04).</p> | |

| ITEM NO. | EXPLANATION | ACTION TAKEN |
|----------|---|--------------|
| (i) | To approve the purchase of four (4) Heil 24 yard Automated Refuse Bodies in the amount of \$351,053 from Heil of Texas through an existing contract/agreement with H-GAC Cooperative Purchasing Program, and authorizing the City Manager to execute all necessary documents. (RC08-04) | |
| (j) | To approve the purchase of one (1) Smeal 100' Mid-Mount Aerial Ladder Platform in the amount of \$836,929 from Webb Apparatus of Texas through an existing contract/agreement with H-GAC Cooperative Purchasing Program, and authorizing the City Manager to execute all necessary documents. (FS12-05) Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws) | |
| (k) | To approve an engineering contract by and between the City of Plano and Parsons Brinckerhoff Quade & Douglas, Inc. in the amount of \$224,941 for engineering design for Preston Road (SH 289) and Plano Parkway Intersection improvements and authorizing the City Manager to execute all necessary documents. Bid No. B113-04 Approval of First Modification to Contract: | |
| (l) | To approve a first modification to Contract No. 2006-093-C increasing the contract by an estimated annual amount of \$38,800 for Concrete Mix to Redi-Mix, L.P. <u>Subdivision Improvement Agreement</u> | |
| (m) | To approve the terms and conditions of a Subdivision Improvement Agreement between the City of Plano and Pasquinelli Portrait Homes – Willow Crest LP for oversize paving participation for Razor Road and McDermott Road. <u>Public Improvement Agreement</u> | |
| (n) | To approve the terms and conditions of a Public Improvement Agreement by and between the City of Plano and Component Construction Company, Ltd., for participation in N Avenue extension from Plano Parkway to SH 190. The total City participation is \$231,976. <u>Adoption of Resolutions</u> | |
| (o) | To approve the terms and conditions of a Reconfiguration Planning and Negotiation Phase Agreement by and between Motorola, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. | |
| (p) | To approve the purchase of a Stratus Server upgrade, installation and support with TriTech Software Systems, Inc., a sole source vendor for the maintenance and support of VisiCAD System operating on the Stratus Server in the amount of \$83,672; authorizing its execution by the City Manager; and providing an effective date. | |
| (q) | To authorize the execution of the Gas Standing Steering Committee Participation Agreement and providing an effective date. | |
| (r) | To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date. | |

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|----------|---|--------------|
| (s) | To affirm the appointment of a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date. | |
| (t) | To express support for Collin County’s application for a Pass-Through Financing Agreement for US 75 from Spring Creek Parkway to the Grayson County line; authorizing the City Manager to execute any documents necessary; and providing an effective date. | |
| (u) | To affirm support of the Regional Transportation Council supported Phased Model Corridors for the Trans-Texas Corridor (TTC-35) Project; authorizing the City Manager to execute any documents to show such support; and providing an effective date. | |
| (v) | To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and TCDFW Acquisitions, LP, a Texas Limited Partnership, to locate, place, attach, install, and operate, a communication system, electrical system, and bank pneumatic transport system in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager; and providing an effective date. | |
| (w) | <p><u>Adoption of Ordinances</u></p> <p>To amend Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-74(b), Maximum Limits on Specific Streets, of the City of Plano Code of Ordinances to establish the prima facie speed limit for motor vehicles operating along the portion of Kathryn Lane between State Highway 121 and Custer Road 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.</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> | |
| (1) | An ordinance to amend Chapter 14 of the Code of Ordinances of the City of Plano to add Article IX Residency Restrictions for Child Predator Offenders, making it unlawful for certain child predator offenders to reside within 1,000 feet of premises where children commonly gather; providing that a culpable mental state is not required; providing for affirmative defenses; providing a penalty clause, a repealer clause, a severability clause, a publication clause, and an effective date. | |

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| (2) | <p>An ordinance to amend existing franchise Ordinance No. 2003-12-12 between the City of Plano and TXU Electric Delivery Company, a Texas Corporation, its successors and assigns, to provide for a different payment schedule; providing an extension of the franchise term; providing for TXU Electric Delivery acceptance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and providing a repealer clause; a severability clause and an effective date. First Reading (Item pulled and held 6/26/06)</p> | |
| (3) | <p>Public Hearing and an ordinance as requested in Zoning Case 2006-09 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 575 so as to allow the additional use of Day Care Center on 0.2± acre of land located on the south side of Hedgcoxe Road, 907± feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Patio Home; 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: Anuradha Balakan</p> | |
| (4) | <p>Public Hearing and an ordinance as requested in Zoning Case 2006-11 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 28.5± acres located on the northwest corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-256-General Office to 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: City of Plano</p> | |
| (5) | <p>Public Hearing and an ordinance as requested in Zoning Case 2006-12 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 14.4± acres located on the northwest corner of Midway Road and Parker Road in the City of Plano, Collin County, Texas, from Planned Development-250-Retail to 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: City of Plano</p> | |
| (6) | <p>Public Hearing and an ordinance as requested in Zoning Case 2006-13 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 10.7± acres located at the northeast corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-257-Retail to 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: City of Plano.</p> | |
| (7) | <p>Public Hearing and an ordinance as requested in Zoning Case 2006-14 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, so as to rezone 40.2± acres located at the southwest corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-258-Light Commercial to Light 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: City of Plano</p> | |

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| | <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p> | |



Pat Evans
Mayor

Scott Johnson
Mayor Pro Tem

Sally Magnuson
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

July 19, 2006

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

Honorable Mayor and City Council:

We will begin Monday evening in Executive Session where we will receive advice from the City Attorney and consider reappointments to the Arts of Collin County Board of Directors, Board of Adjustment, Building Standards Commission and Planning and Zoning Commission.

The Preliminary Open Meeting agenda consists of the Mobility Report and the Comprehensive Monthly Financial Report, along with an appointment to the Civil Service Commission. Reappointment of citizens to various boards and commissions is also on the agenda. Discussion regarding the Plano Centre Study, future Sculpture in the Park event and State Hurricane Evacuation Plan will be heard.

I look forward to seeing you Monday evening and again on Wednesday, July 26th, for my presentation of the 2006-2007 Recommended Budget and Proposed Community Investment Program (CIP).

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/cp



Transportation Mobility / Safety Report

June 2006

- Traffic Signals:

- New Signal Construction/Design:*

- ✓ **Completed signal modifications at Preston @ Tulane**
 - ✓ **Construct traffic signal at Plano Parkway @ 14th Street (20% complete)**
 - ✓ **Design traffic signal at Parkwood @ Headquarters (25% complete)**
 - ✓ **Update Traffic Signal Standard Detail sheets (100% complete)**
 - Bishop @ Legacy (installed pedestrian safety signs on signal pole arm) .
 - Ridgeview Drive @ Custer Road (activated eastbound left-turn traffic signal)
 - Developing As-Built drawings for 200 signalized intersections (5% complete)
 - Designing traffic signal at Spring Creek @ Parkwood (45% complete)

- Traffic Safety:

- ✓ **Video traffic cameras – Working with Comcast to replace 600' of damaged cable.**
 - ✓ **Tennyson Parkway – Trees blocking sight (Working with EDS to improve visibility)**
 - ✓ **SH-121 (btwn Preston Road and Dallas North Tollway) – Traffic switched to new frontage roads**
 - Update School Zone Ordinances - Approved by City Council 6-26-06
 - Developing work orders and ordinances for new Fisd school zones (100% complete)
 - Analyzing employee commute patterns (60% completed)

- Safe Streets Program (SSP)

- ✓ **The Temporary Plan for Mission Ridge (South of Parker) was approved by residents (66% response, 67 % approval).**
 - ✓ **Neighborhood responses to the Temporary Plan for Old Pond Drive are due in July.**
 - ✓ **The Permanent Plan for Travis Drive was approved by residents (63% response, 76% approval).**
 - ✓ **The Temporary Plan for Royal Oaks was approved by residents (53 % response, 85% approval).**
 - ✓ **A successful petition was submitted for Micarta Drive. Heavy enforcement begins in June.**
 - ✓ **A successful petition was submitted for Robinson Road. Heavy enforcement begins in July.**

Participating Neighborhoods

- Winding Hollow Lane (new participating neighborhood)
- Hawkhurst Drive (Permanent Plan devices being ordered)
- Russell Creek Drive (Permanent Plan devices being ordered)
- Seabrook (Permanent Plan devices being ordered)
- Cumberland Trail (Permanent Plan devices being ordered)
- Crossbend from Tumbil Lane to Coit (Permanent Plan devices being ordered)
- Sailmaker Lane (Notice Area survey's being sent)
- Travis Drive (Permanent Plan devices being ordered \)

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- Ranier Road south of Spring Creek Parkway (**Notice Area survey being sent**)
 - Lexington Drive (Temporary Devices installed 2/06)
 - Country Place Drive north of Park Boulevard (**Notice Area survey's being sent**)
 - Mission Ridge North of Spring Creek (Temporary Devices installed 2/06)
 - Peachtree Lane (Work Order sent to Public Works for installation of temporary devices)
 - Silverstone Drive (Work Order sent to Public Works for installation of temporary devices)
 - Parkhaven Drive (**Permanent Plan devices being ordered**)
 - Mission Ridge from Parker to Matterhom (**Temporary Plan approved by residents**)
 - Royal Oaks Drive (**Temporary Plan approved by residents**)
 - Old Pond Drive (**Temporary Plan mailed to residents**)
 - Micarta Drive (**Heavy Enforcement concludes in July**)
 - Robinson Road (**Heavy Enforcement begins in July**)
- Long Range Planning:
 - ✓ **Attended National Committee On Uniform Traffic Control Devices summer meeting. Chaired the Signals Technical Committee in Overland Park, Kansas June 27-30.**
 - ✓ **Confirm long term road access needs along Plano Parkway (95% complete)**
 - ✓ **Attended District 9 ITE meeting in College Station June 22 & 23**
 - Records Management - Working with Police Department on an interface between their new crash data system (**100% completed**)
 - Revise Plano Thoroughfare Standards (Graphics work 50% complete)
 - Developing detour plan for repair of railroad crossing at US-75 and Plano Parkway (90% complete)
 - Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

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City of Plano

COMPREHENSIVE MONTHLY FINANCE REPORT



June, 2006

ABOUT THIS REPORT

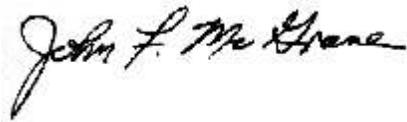
The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness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

This report is comprised of five 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.
4. The **Quarterly Investment Report** summarizes investment activity for the previous fiscal quarter, and also provides various data on portfolio performance.

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



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SECTION 1

FINANCIAL ANALYSIS



City of Plano Comprehensive Monthly Finance Report

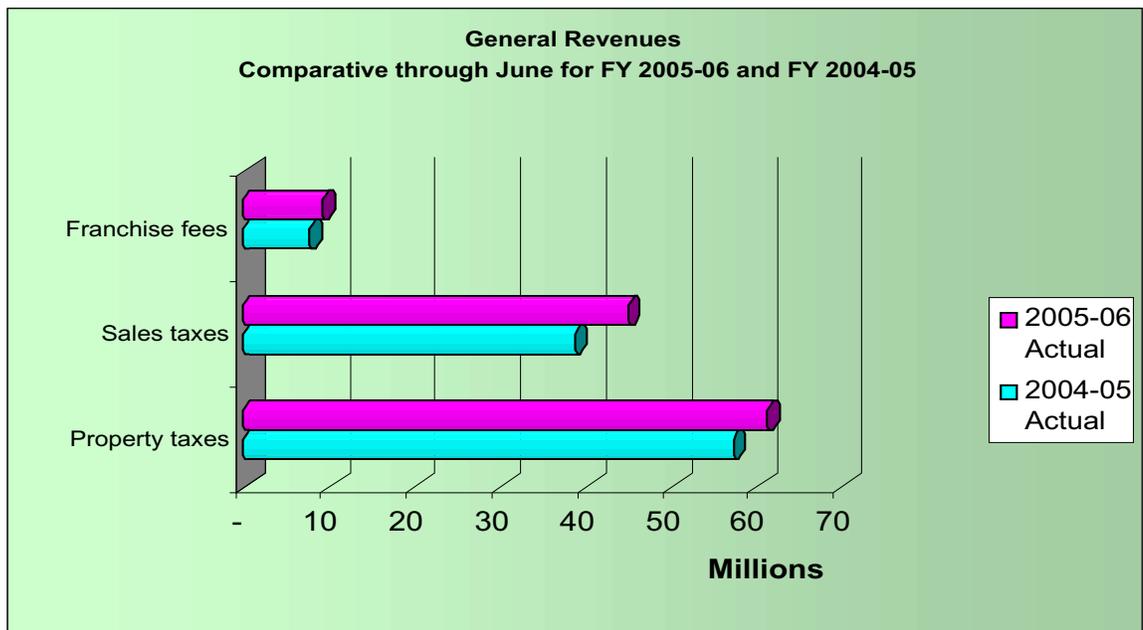
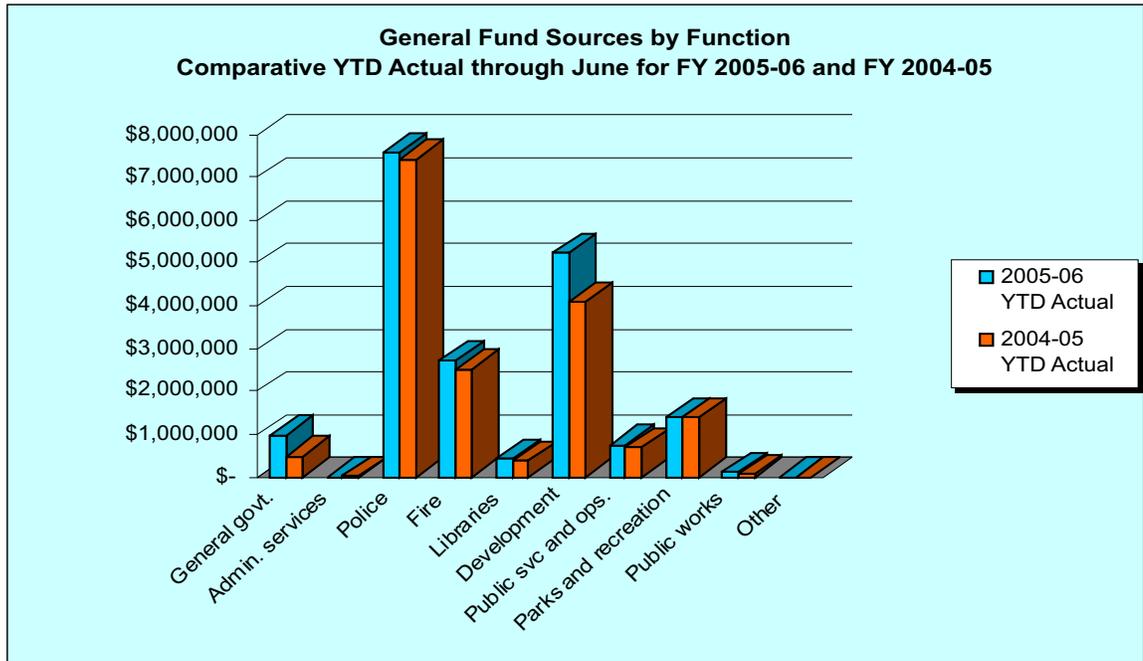
This report is designed for internal use and does not include all the funds and accounts included in the City of Plano's operations. For a complete report, refer to the City of Plano Comprehensive Annual Financial Report, available through the City's Finance Department.

REPORT NOTES JUNE, 2006

The information represented in the graphs below is derived from the statement of activities which is located after this section. The statement of activities presents information demonstrating how the City's net assets are changing during the current fiscal year. The format of the statement of activities reports General Fund and Business-type revenues and expenses by function which provides readers with a broad overview of the City of Plano's finances.

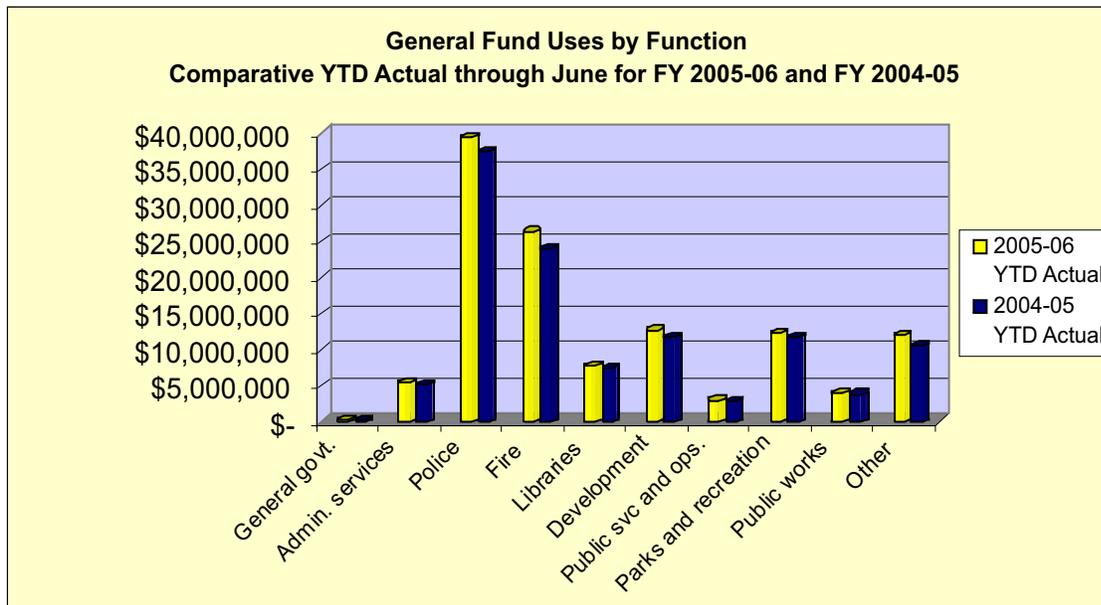
The information in this section compares year to date activity in the current fiscal year to the same time period in prior year. Please note that beginning fund balances in all funds are subject to final audit adjustments.

HIGHLIGHTS OF GENERAL FUND VARIANCES



REPORT NOTES CONTINUED

JUNE, 2006



GENERAL GOVERNMENT

- The General Fund recorded proceeds of \$353,936 from the gain of the sale of Rice Field in January 2006.
- In prior year, \$24,900 was spent for the 2005 bond pamphlets that were distributed to citizens discussing the bonds that were on the ballot for that specific election.
- According to a funding agreement between the City and Plano Sister Cities, Inc., approved in September 2004, disbursement of funds was made in prior year in the amount of \$20,400. The agreement from prior year provides Plano Sister Cities, Inc., as an organization, to expend such funds to promote, foster, coordinate and publicize international municipal programs for the purpose of enhancing international relationships with the City.
- An increase of \$35,197 has occurred over prior year for tuition reimbursements to City employees.

ADMINISTRATIVE SERVICES

- Audit fees for the City's annual audit, performed by Deloitte & Touche LLP, have increased \$21,908 attributed to higher fees assessed in the current year's contract.
- Election costs decreased over prior year by \$76,669 primarily attributed to sharing of costs with other entities, such as Plano Independent School District and Collin County Community College District, in current year elections.
- Personal services for administrative service departments increased over the prior year in the amount of \$339,949 or 8%, primarily attributed to salary increases and mid-year increases to correct compression issues within salary ranges.
- The Human Resource department purchases consulting services, rendered by Dr. Picchioni, which have increased in contract amount by \$19,200 as compared to prior year.



REPORT NOTES CONTINUED

JUNE, 2006

POLICE

- Court fines and forfeiture revenues increased \$184,301 over last year due to more citations issued in the current year. In fiscal year 2005-06, 71,684 citations have been issued through June, whereas 69,630 were issued in the same time period in the prior year. Another factor attributing to the increase is the new Collections and Compliance Unit in the Courts department.
- Personal services increased over prior year by \$1,848,603 or 6%, attributed to increased salary and benefit related expenditures as well as an increase in retiree payouts of \$400,785.
- Replacement charges for Police department equipment decreased \$226,396 primarily due to larger budgeted payments made in the prior year to the equipment replacement fund to finance replacements.
- Replacement charges for police rolling stock increased over prior year by \$95,860 due to timing of scheduled replacements budgeted in the current fiscal year.
- Municipal garage costs to service Police department rolling stock has increased \$46,510 primarily attributed to increased fuel and labor charges.
- Radio purchases decreased over prior year by \$26,623.
- The annual contract for radio and mobile data system maintenance, related to public safety communications, increased \$15,740 over prior year attributed to added equipment coming out of warranty to be covered under the current contract.
- The Public Safety Communications department incurred expenditures for adding offices for two positions that were filled in the current fiscal year. The cost of these improvements was \$25,610.

FIRE

- Ambulance service revenues increased \$196,641 as compared to prior year primarily due to a 15% increase in rates effective October 1, 2005.
- Personal services increased \$1,615,334 over prior year primarily attributed to increased salary and benefit related expenditures in the current year in addition to an increase in retiree payouts of \$51,918.
- In the current fiscal year, seven replacement carbon fiber cylinders were purchased to operate the self-contained breathing apparatus (SCBA). Nineteen new SCBA were purchased for assigned personnel that will be stationed at Fire Station No.11 opening June 2006. The cost of this purchase was \$30,661.
- The Fire department has ordered \$57,486 in fire hoses in the current year, which is an increase over prior year, as fire hoses are purchased on an as needed basis.
- Capital outlay funds have been encumbered to purchase a rescue tool for Fire Station No. 11 which costs \$23,842.
- The Fire department has funded a portion of a new project in which portable computers are utilized to transmit data, entered from an incident scene, to the emergency rooms at the area hospitals. The majority of the funding is from the Fire department's replacement fund. The amount encumbered funded through the Fire department and the Fire department replacement fund is \$305,770.
- Funds to purchase an Autopulse device have been encumbered in the amount of \$122,128. This equipment is an automatic cardiopulmonary resuscitation (CPR) device.
- Radio purchases were made in the current year in the amount of \$27,676, whereas no funds were spent for radios for the Fire department last fiscal year. Encumbered funds of \$66,642 for radios are made in the current year as of June.

REPORT NOTES CONTINUED

JUNE, 2006

- Replacement charges for fire equipment decreased \$197,132 over prior year due to a decrease in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years.
- Payment made to the equipment replacement fund for fire rolling stock increased over prior year by \$232,667 attributed to replacement of two ambulances, two pumper fire trucks and one aerial ladder fire truck in the current year in addition to timing of scheduled replacements budgeted.
- Expenditures for municipal garage charges, which are incurred for maintaining fire fleet by equipment services, increased \$127,519 due to increased labor rates and fuel costs.
- A new ambulance was added to the fleet in the current year that cost \$189,708 increasing capital outlay expenditures.
- New structural collapse training classes have occurred in the current year costing \$22,500. This training is for the City's regional response team to become part of the Dallas Regional Urban Search and Rescue Task Force.

LIBRARIES

- Revenues collected for library book fines have increased over prior year by \$20,501 primarily due to the renovation of Haggard Library during the months of July 2004 through December 2005. The amount of revenues collected for library fines for Haggard Library in the current year is \$31,534.
- Personal services expenditures are greater over prior year by \$267,936 primarily attributed to increased salary and benefit related costs.
- Capital outlay expenditures and encumbrances for library books have increased over prior year due to timing of orders received and encumbered. The current year budget as compared to the prior year budget for library books and non-print media remained unchanged at \$800,000.

DEVELOPMENT

- Building inspection fee revenues increased over prior year by \$869,142 due to an increasing number of down payments for required plan reviews of large projects for commercial building development and multi-family dwelling units.
- In the current year, local plan review revenues from the City of Murphy has declined \$31,503 primarily due to a decrease in number of hours for plan reviews in the current year, although the number of inspections have remained comparable to prior year.
- Engineering inspection fee revenues increased \$160,810 over prior year attributed to an increased number of inspections for roadway, residential and commercial projects performed in the current year. In June 2006, two large residential projects assessed inspection fees before start of construction generating \$138,743 in revenues.
- Rental registration revenues have been incurred in the current year reported at \$59,517. This new program is the result of the recently adopted City ordinance requiring registration of multi family complexes that are twenty years old and older with five or more dwelling units.
- Facilities maintenance payments increased over prior year by \$466,405 and \$105,392, respectively, for electric and gas, primarily driven by higher natural gas prices.
- The Facilities Services department has incurred and encumbered expenditures of \$19,973, an increase of \$14,648 over prior year, for power washing services at City facilities. The cost increase is attributed to special projects needed in the current year.



REPORT NOTES CONTINUED

JUNE, 2006

- In the prior year, the Property Standards office underwent an office reconfiguration that was funded by Facilities Maintenance, causing expenditures in the prior year to be \$24,638 greater than the current year.
- The Property Standards department experienced an increase over prior year in replacement charges in the amount of \$25,085. Three vehicles are scheduled to be replaced in this current fiscal year. Additional increases in the Property Standards department's expenditures include the addition of six new vehicles to the fleet in the current year totaling \$132,685. The Property Standards department purchased 3 Toyota Prius and 3 Chevrolet trucks, all of which are hybrid vehicles.
- In the prior year, the Neighborhood Maintenance program purchased items utilized for safe streets programs in the amount of \$50,682. The purchasing of items for the safe streets program in the current year is temporarily on hold while issues with the annual contract and installation of devices are resolved.
- The Engineering department is receiving less reimbursement from other functional areas for staffing, such as DART technical assistance and administration of water and sewer projects. The amounts budgeted for engineering staff to work on these specific projects is lower than last year decreasing reimbursements to the Engineering department by \$72,882.
- Janitorial services have increased attributed to timing of actual receipt and encumbrance of funds in the current year. The overall annual contract is comparable to the amount spent in prior year.

PUBLIC SERVICES AND OPERATIONS

- Salary and benefit related expenditures increased \$107,000 or 4% primarily due to increased salary and benefit costs.
- Services for temporary staff assisting with maintenance of kennels have increased over prior year by \$15,434 due to a shortage of Animal Services personnel.
- Payment to veterinarians for services for spaying/neutering animals at the shelter has increased \$11,170 over prior year primarily due to increased fees as well as a better evaluation of spaying/neutering adoptable animals.

PARKS AND RECREATION

- A new program implemented in the current year for the recreation centers allows for \$10 of each membership fee collected to be utilized to purchase replacement equipment for the various recreation centers.
- In the current year, the Parks and Recreation departments have received \$84,855 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. As compared to prior year, this is an increase of \$54,705.
- Printing services and expenditures for postage have decreased over prior year by \$36,401 primarily due to the annual Parks and Recreation Guide not being printed in the current year. Due to an excess of guides that were printed and not distributed from prior year, the Parks and Recreation department will distribute the remaining guides in the current year. In addition, due to the fact that the Tom Muehlenbeck Recreation Center is scheduled to open in the summer of 2007, the new guide will be printed and published next fiscal year including the new facility.

REPORT NOTES CONTINUED

JUNE, 2006

- The Park Field Services department has experienced an increase in contractual service amounts for restroom and litter cleaning and median and right of way mowing. The City is requiring the contractor to use a lightweight turf truckster to prevent turf damage to the fields, increasing the contractual amount as compared to last year. Payment for median and right of way mowing has increased primarily attributed to an increase in territory coverage.
- Payment to Plano Independent School District has increased \$119,730 for usage of utility and custodial services for Williams and Clark Recreation Centers. The payment amount has increased over prior year primarily due to higher utility costs.
- The Athletics Fields Maintenance department has purchased, in the current year, a new pickup truck in the amount of \$18,108.
- Municipal garage charges increased over prior year by \$55,306 primarily attributed to labor and fuel rate increases in the current year.
- Replacement charges for parks and recreation rolling stock and large equipment increased \$101,630 due to an increased volume of items replaced or scheduled to be replaced in the current fiscal year in addition to timing of when the vehicle or equipment is replaced.
- In March 2006, the Parks division purchased new hardware and software for a work management program that cost \$21,407.
- The infield areas for specific ballfields at Heritage Yards and Carpenter Park have had improvements performed in the current year costing \$43,710. This type of service began in the current year and is on an as needed basis.
- Electric payments made for parks and recreation departments have increased over prior year in the amount of \$64,736 primarily due to increased natural gas prices which impacts electric costs.
- Expenditures for special programs operations of the Parks and Recreation department to Collin County Committee on Aging have increased in the current year by \$18,690 due to an increase in cost of services as stated in the current contract.
- The Recreation Administration department and Courtyard Theater purchased defibrillators in the prior fiscal year costing \$34,352. The defibrillators are stationed at all recreation center facilities and Courtyard Theater.

PUBLIC WORKS

- In the current year, the streets department has received \$70,400 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. As compared to prior year, this is an increase of \$48,431.
- Purchases of miscellaneous maintenance parts and supplies, used in the Streets and Signals department increased \$33,033 and \$85,545, respectively. The current year budget for these expenditures are comparable to prior year's budget.
- Replacement charges for rolling stock and large capital assets for the streets department increased \$72,318 attributed to more items replaced or scheduled to be replaced in the current year in addition to timing of when the vehicle or equipment is replaced.



REPORT NOTES CONTINUED

JUNE, 2006

OTHER

- Payments made to support social service agencies increased over last fiscal year by \$294,179. Annual funding for social service agencies increased \$253,890 as compared to prior year.
- Encumbered funds for consulting services have been incurred in the current year in the amount of \$95,000 to update and revise Plano Center's Business Plan.
- Electric utility payments increased \$227,625 over prior year due to an increase in natural gas prices.
- Interdepartmental billings to the Water & Sewer fund increased \$434,910 due to increased rates and meters, overall increased consumption during the on-going drought and the impact of Hurricane Katrina.
- Technology services charges increased over prior year by \$312,025 due to higher fees budgeted in the current year.

PROPERTY TAX REVENUES

- Ad valorem tax revenues increased \$4,089,066 attributed to increased assessed property values in the current year.

SALES TAX REVENUES

- Sales tax revenues increased over prior year by \$6,291,504. When comparing the months of June 2006 and June 2005, an increase of 50.5% in sales tax revenues occurred due a continued rise of consumer confidence.

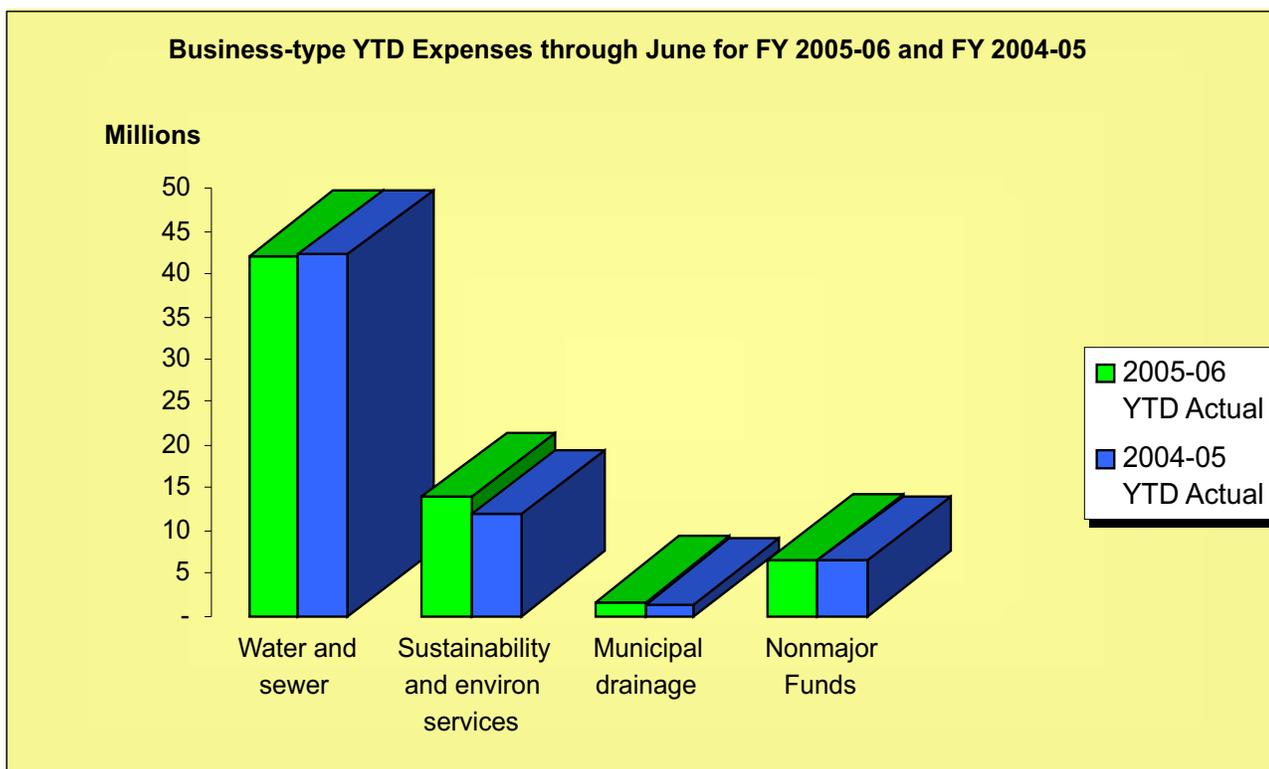
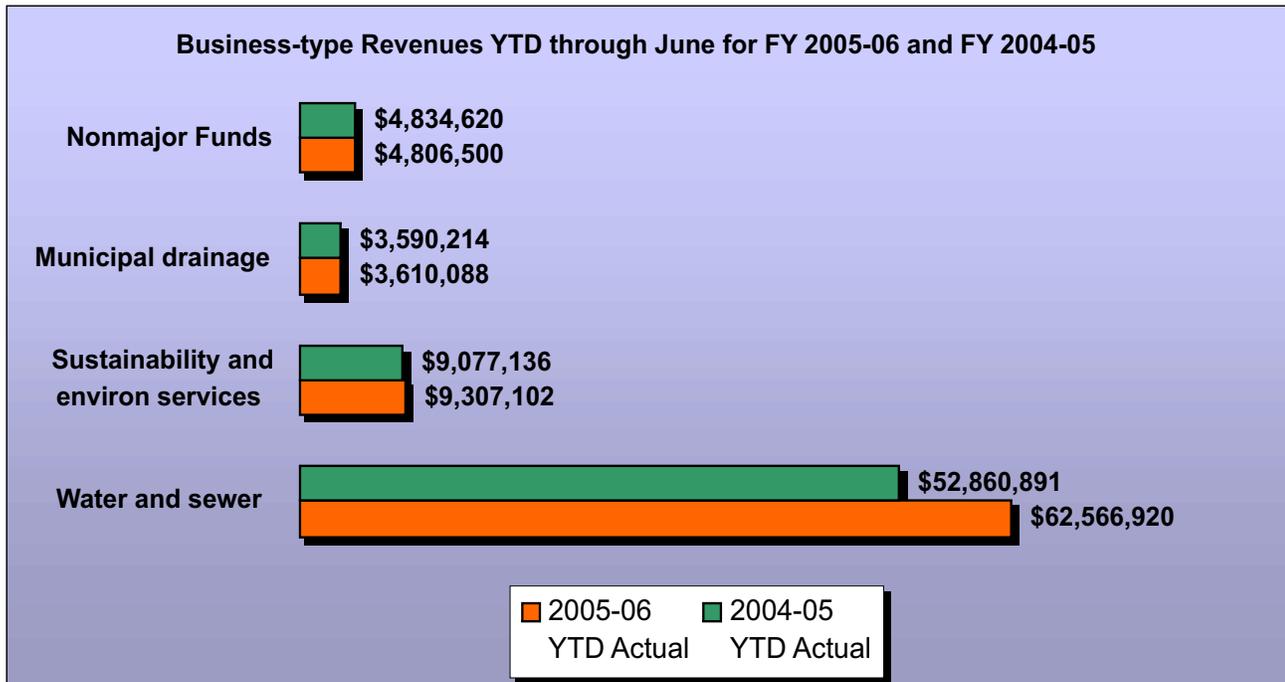
FRANCHISE FEE REVENUES

- Electrical Franchise revenues increased over prior year in the amount of \$937,703 primarily attributed to increased natural gas prices which impact electric rates as well as a settlement payment received from TXU in the amount of \$858,521. The settlement is the result of the Steering Committee of Cities Served by TXU voting to recommend that member cities initiate rate proceedings at the city level against TXU Electric Delivery and to show cause why its rates should not be reduced. TXU and the Steering Committee reached settlement to abate the show cause proceeding in exchange for certain monetary concessions to the Steering Committee.
- Gas Franchise revenues increased over prior year by \$464,946 primarily attributed to increased natural gas prices.
- General Fund interest income increased \$605,346 over last year due to the recording of an unrealized loss of \$1,289,894 through third quarter 2005 to adjust investments to fair value. An adjustment is done quarterly to comply with Governmental Accounting Standards Board (GASB) Statement No. 31.

REPORT NOTES CONTINUED

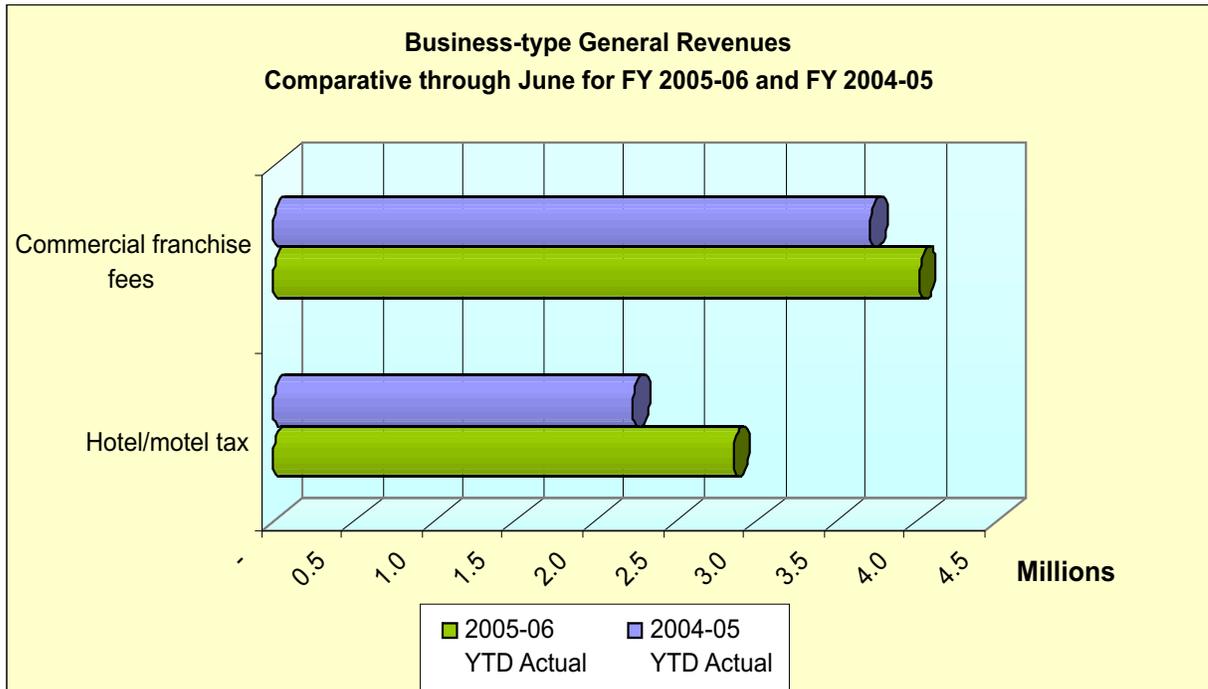
JUNE, 2006

HIGHLIGHTS OF BUSINESS-TYPE VARIANCES



REPORT NOTES CONTINUED

JUNE, 2006



WATER & SEWER

- Water and sewer revenues increased \$6,627,566 and \$2,209,213, respectively. The increase in water and sewer revenues is attributed to increased rates implemented May 1, 2005. In addition, overall consumption is higher in the current year due to the on-going drought, as well as increased winter consumption, which raised the residential winter quarter average for sewer income. Since implementation of Stage 3 of the drought plan on June 19, the amount of water being pumped on a daily basis is down 26% when comparing June 19-July 11 data of the current year versus prior year.
- Water and sewer penalty revenues increased over prior year by \$136,152. This increase is the result of substantially higher winter month billings in the current year with a comparable percentage of late paying customers when comparing the two fiscal years.
- Sewer tie-on revenues are collected for domestic meters that are purchased based on the approved site plan from Engineering. These revenues increased \$106,440 due to increased permits issued for commercial building development and multi-family dwelling units.
- The purchase of Rice Field in February 2005 resulted in expenses increasing \$550,750 in the prior year. In January 2006, Rice Field sold for \$904,686. The General Fund recorded proceeds of \$353,936 from the gain on the sale of land.
- Water and Sewer Fund interest income increased \$48,053 over last year due to the recording of an unrealized loss of \$1,289,894 through third quarter 2005 to adjust investments to fair value. An adjustment is done quarterly to comply with GASB Statement No. 31.
- Payment to North Texas Municipal Water District (NTMWD) for services such as wastewater and pre-treatment increased over prior year by \$351,067 based on contractual amounts
- Electric utility payments increased \$533,273 over prior year primarily due to an increase in natural gas prices.

REPORT NOTES CONTINUED

JUNE, 2006

- The Utility Operations department pays for debris hauling services in the current year of which \$145,520 have been paid and encumbered. This service was not utilized in the prior year.
- Payments and encumbered funds to Link 2 Gov for internet processing services have increased \$76,909 due to higher usage of on-line bill payments by citizens.
- Capital outlay expenses and encumbrances and maintenance expenses have decreased over prior year by \$667,941 and \$219,364, respectively, primarily due to the automated meter reading project nearing completion. The project is expected to complete by the end of this fiscal year however, there will be on-going maintenance and purchases of replacement FireFly units in future years.

SUSTAINABILITY AND ENVIRONMENTAL SERVICES

- Commercial franchise revenues are \$304,542 higher than prior year. Overall commercial tonnage disposed has increased over prior year, in addition to an increase in the number of commercial entities serviced. Another factor impacting franchise revenues is a 1% increase in the percentage rate used to compute the amount of revenues to be collected from Allied Waste Services. This percentage change was implemented in February 2005.
- Compost sales are higher than last fiscal year by \$87,766 which is due to the increased compost market and production.
- Tipping fee revenues are \$89,728 greater than the same period in the prior year. These revenues are collected when other cities and commercial businesses bring yard waste, wood and other types of material used to make compost products to the City, which is the regional composter for NTMWD.
- Personal services increased \$195,506, or 6%, primarily attributed to increased salary and benefit related costs.
- Payment to NTMWD increased \$537,224 over prior year due to increased contractual amounts.
- Garage charges for maintaining environmental waste services fleet increased \$420,025 over prior year primarily due to higher labor and fuel costs.
- Capital outlay expenses increased due to purchase of a trommel screen in the current year in the amount of \$307,549. In addition, composting operations purchased a tractor trailer and Mack tractor in the current month in the amounts of \$64,267 and \$95,510, respectively.
- Encumbered funds of \$138,500 will be utilized in the current year for architectural services related to the Environmental Education Complex.

MUNICIPAL DRAINAGE

- Debris hauling services increased over prior year by \$125,392 as this type of service is a new expense in the current year.
- Reimbursements from the Municipal Drainage Fund for work from staff in other departments increased \$87,764. The Municipal Drainage Fund is utilizing two Environmental Health Specialists in the current year as opposed to one in the prior year. In addition, one Senior Construction Inspector and one Construction Inspector are being used by the Drainage Fund in the current year that was not budgeted in the prior year.
- Expenses of \$52,921 have been incurred in the current year for expansion of offices for the storm water technician. For 2006-07, one additional full time position is budgeted.
- Municipal Drainage Operations purchased a new walk-behind concrete saw in the current year costing \$15,720.
- A new Ford Hybrid SUV has been added to the Municipal Drainage fleet in the amount of \$25,161 in the current year.



REPORT NOTES CONTINUED

JUNE, 2006

CIVIC CENTER

- Since the ratification by voters at an election in May 2005 for the legal sale of mixed beverages in restaurants by food and beverage certificate holders only, revenues for mixed beverages have increased \$57,610 as compared to prior year.
- Since the closure of the cafeteria at the Municipal Center in September 2005, cafeteria sales decreased \$61,317 over prior year. Although revenues have ceased due to the closure of this operation, the staffing levels remain constant and were not reduced.
- Although lease fee revenues have increased \$35,379 attributed to a larger volume of smaller events held at Plano Center, inside catering sales have decreased \$27,806 as compared to prior year. Several large events that generated significant catering revenue in the prior year are not scheduled at Plano Center in the current year.
- Hotel/motel tax revenues increased over prior year by \$621,120 due to increases in utilization and average room rate of hotels within the City.
- Contractual services in support of historic preservation and the arts have increased \$85,516 and \$38,559, respectively, primarily due to funding for each of these services increasing \$71,200 over prior years budget.
- Advertising expenses for the Convention and Visitors Bureau have decreased over prior year by \$25,592 primarily due to timing of publications becoming available. In the current year, a recent change in advertising methods has occurred and therefore, new advertisements will not become available until mid to late summer.

GOLF COURSE

- Golf fees are \$51,848 lower than prior year. Pecan Hollow is down approximately 1,437 rounds of golf as compared to last year. It is speculated that a portion of the decrease is the result of increased competition from neighboring areas. Further research is being done to investigate the decrease in revenues.
- Golf Fund miscellaneous revenues decreased over prior year primarily attributed to the appreciation payment of \$84,000 for American Golf's management lease sale of a portion of Ridgeview Ranch.

PROPERTY MANAGEMENT

- Contractual services decreased \$19,974 primarily due to expenses spent to install a new roof for Downtown Center North in the prior year.

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SECTION 1A

FINANCIAL SUMMARY



CITY OF PLANO, TEXAS
 STATEMENT OF ACTIVITIES
 FOR THE PERIOD ENDED JUNE 30, 2006

| Function/Program Activities | Expenses/Expenditures | | | Program Revenues | | | Net (Expense) Revenue and Changes in Net Assets | | | | | |
|---------------------------------------|-----------------------|-----------------------|--------------------------|-----------------------|----------------------|---------------|---|----------------------|--------------------------|-------------------|----------------------|--|
| | Budget | Actual/Encumb. | Actual & Encumb. /Budget | Budget | Actual | Actual/Budget | General Fund | | Business-type Activities | | Actual Total | |
| | | | | | | | Budget | Actual | Budget | Actual | | |
| General Fund | | | | | | | | | | | | |
| General Fund Activities: | | | | | | | | | | | | |
| General government | \$ 652,235 | \$ 432,502 | 66.3% | \$ 962,470 | \$ 970,382 | 100.8% | \$ 310,235 | \$ 537,880 | | | \$ 537,880 | |
| Administrative services | 7,618,546 | 5,557,372 | 72.9% | - | - | | (7,618,546) | (5,557,372) | | | (5,557,372) | |
| Police | 55,350,345 | 39,373,766 | 71.1% | 10,652,797 | 7,586,514 | 71.2% | (44,697,548) | (31,787,252) | | | (31,787,252) | |
| Fire | 36,871,932 | 26,405,072 | 71.6% | 3,641,837 | 2,711,841 | 74.5% | (33,230,095) | (23,693,231) | | | (23,693,231) | |
| Libraries | 10,322,462 | 7,838,480 | 75.9% | 529,840 | 428,978 | 81.0% | (9,792,622) | (7,409,502) | | | (7,409,502) | |
| Development | 17,778,108 | 12,743,996 | 71.7% | 4,252,745 | 5,240,571 | 123.2% | (13,525,363) | (7,503,425) | | | (7,503,425) | |
| Public services and operations | 4,738,407 | 3,061,975 | 64.6% | 893,093 | 751,238 | 84.1% | (3,845,314) | (2,310,737) | | | (2,310,737) | |
| Parks and recreation | 17,432,182 | 12,344,721 | 70.8% | 2,124,662 | 1,405,166 | 66.1% | (15,307,520) | (10,939,555) | | | (10,939,555) | |
| Public works | 5,555,101 | 4,099,203 | 73.8% | 117,718 | 124,941 | 106.1% | (5,437,383) | (3,974,262) | | | (3,974,262) | |
| Other | 18,972,061 | 11,989,929 | 63.2% | - | - | | (18,972,061) | (11,989,929) | | | (11,989,929) | |
| Total General Fund | 175,291,379 | 123,847,016 | 70.7% | 23,175,162 | 19,219,631 | 82.9% | (152,116,217) | (104,627,385) | | | (104,627,385) | |
| Business-type Activities: | | | | | | | | | | | | |
| Water and sewer | 58,857,612 | 42,076,127 | 71.5% | 85,159,814 | 62,566,920 | 73.5% | | | \$ 26,302,202 | \$ 20,490,793 | 20,490,793 | |
| Sustainability and environ services | 17,575,201 | 13,807,023 | 78.6% | 12,472,583 | 9,307,102 | 74.6% | | | (5,102,618) | (4,499,921) | (4,499,921) | |
| Municipal drainage | 2,587,588 | 1,671,976 | 64.6% | 4,811,906 | 3,610,088 | 75.0% | | | 2,224,318 | 1,938,112 | 1,938,112 | |
| Civic center | 6,133,579 | 4,157,157 | 67.8% | 2,184,914 | 1,727,239 | 79.1% | | | (3,948,665) | (2,429,918) | (2,429,918) | |
| Municipal golf course | 866,028 | 623,086 | 71.9% | 1,096,850 | 603,624 | 55.0% | | | 230,822 | (19,462) | (19,462) | |
| Property management | 19,500 | 19,670 | 100.9% | 68,500 | 57,790 | 84.4% | | | 49,000 | 38,120 | 38,120 | |
| Recreation revolving | 2,460,542 | 1,721,322 | 70.0% | 2,606,601 | 2,367,088 | 90.8% | | | 146,059 | 645,766 | 645,766 | |
| Downtown center development | 45,000 | 42,668 | 94.8% | 67,678 | 50,759 | 75.0% | | | 22,678 | 8,091 | 8,091 | |
| Total business-type activities | 88,545,050 | 64,119,029 | 72.4% | 108,468,846 | 80,290,610 | 74.0% | - | - | 19,923,796 | 16,171,581 | 16,171,581 | |
| Total | \$ 263,836,429 | \$ 187,966,045 | | \$ 131,644,008 | \$ 99,510,241 | | (152,116,217) | (104,627,385) | 19,923,796 | 16,171,581 | (88,455,804) | |

General revenues:

| | General Revenues | | | | |
|-------------------------------|--------------------|--------------------|------------------|------------------|--------------------|
| | Budget | Actual | Budget | Actual | |
| Property taxes | 61,823,004 | 61,301,212 | - | - | 61,301,212 |
| Sales taxes | 50,589,530 | 44,992,824 | - | - | 44,992,824 |
| Other taxes | 772,689 | 465,454 | - | - | 465,454 |
| Hotel/Motel tax | - | - | 3,411,137 | 2,859,494 | 2,859,494 |
| Franchise fees | 19,084,469 | 9,245,952 | 5,307,371 | 4,012,964 | 13,258,916 |
| Investment income | 1,600,000 | 1,207,955 | 292,500 | 271,088 | 1,479,043 |
| Total general revenues | 133,869,692 | 117,213,397 | 9,011,008 | 7,143,546 | 124,356,943 |
| Change in net assets | (18,246,525) | 12,586,012 | 28,934,804 | 23,315,127 | 35,901,139 |
| Net assets - beginning | | 39,224,186 | | 348,951,116 | 388,175,302 |
| Net assets - ending | | \$ 51,810,198 | | \$ 372,266,243 | \$ 424,076,441 |

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JUNE 30 OF FISCAL YEARS 2006, 2005, AND 2004
 GENERAL FUND

| | <u>Fiscal Year</u> | <u>Annual Budget</u> | <u>9 Months Actual</u> | <u>Actual/ Budget</u> | <u>Performance Index</u> |
|--|------------------------|--------------------------|----------------------------|---------------------------|------------------------------|
| REVENUES: | | | | | |
| Ad valorem tax | 2006 | \$ 61,823,000 | 61,301,000 | 99.2% | 132.21 |
| | 2005 | 58,007,000 | 57,212,000 | 98.6% | 131.51 |
| | 2004 | 58,761,000 | 58,163,000 | 99.0% | 131.98 |
| Sales tax | 2006 | 50,590,000 | 44,993,000 | 88.9% | 118.58 |
| | 2005 | 48,668,000 | 38,701,000 | 79.5% | 106.03 |
| | 2004 | 44,279,000 | 37,446,000 | 84.6% | 112.76 |
| Other revenue | 2006 | 44,632,000 | 30,139,000 | 67.5% | 90.04 |
| | 2005 | 44,335,000 | 25,780,000 | 58.1% | 77.53 |
| | 2004 | <u>42,091,000</u> | <u>25,452,000</u> | 60.5% | 80.63 |
| TOTAL REVENUE | 2006 | 157,045,000 | 136,433,000 | 86.9% | 115.83 |
| | 2005 | 151,010,000 | 121,693,000 | 80.6% | 107.45 |
| | 2004 | <u>145,131,000</u> | <u>121,061,000</u> | 83.4% | 111.22 |
| EXPENDITURES & ENCUMBRANCES: | | | | | |
| Current operating | 2006 | \$ 173,594,000 | 122,084,000 | 70.3% | N/A |
| | 2005 | 165,432,000 | 113,861,000 | 68.8% | N/A |
| | 2004 | 152,598,000 | 100,247,000 | 65.7% | N/A |
| Capital outlay | 2006 | 1,697,000 | 1,763,000 | 103.9% | 138.52 |
| | 2005 | 1,458,000 | 1,302,000 | 89.3% | 119.07 |
| | 2004 | <u>1,100,000</u> | <u>1,401,000</u> | 127.4% | 169.82 |
| Total expenditures and encumbrances | 2006 | 175,291,000 | 123,847,000 | 70.7% | 94.20 |
| | 2005 | 166,890,000 | 115,163,000 | 69.0% | 92.01 |
| | 2004 | <u>153,698,000</u> | <u>101,648,000</u> | 66.1% | 88.18 |
| Excess (deficiency) of revenues over (under) expenditures | 2006 | (18,246,000) | 12,586,000 | - | - |
| | 2005 | (15,880,000) | 6,530,000 | - | - |
| | 2004 | (8,567,000) | 19,413,000 | - | - |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Transfers in | 2006 | 15,153,000 | 11,365,000 | 75.0% | 100.00 |
| | 2005 | 13,789,000 | 10,342,000 | 75.0% | 100.00 |
| | 2004 | 13,158,000 | 9,869,000 | 75.0% | 100.01 |
| Transfers out | 2006 | (13,270,000) | (10,948,000) | 82.5% | 110.00 |
| | 2005 | (13,339,000) | (10,275,000) | 77.0% | 102.71 |
| | 2004 | <u>(12,879,000)</u> | <u>(10,121,000)</u> | 78.6% | 104.78 |
| NET CHANGE IN FUND BALANCES | 2006 | (16,363,000) | 13,003,000 | | |
| | 2005 | (15,430,000) | 6,597,000 | | |
| | 2004 | (8,288,000) | 19,161,000 | | |
| FUND BALANCES-BEGINNING | 2006 | | 39,224,000 | | |
| | 2005 | | 39,497,000 | | |
| | 2004 | | <u>29,802,000</u> | | |
| FUND BALANCES-ENDING JUNE 30 | 2006 | | 52,227,000 | | |
| | 2005 | | 46,094,000 | | |
| | 2004 | | <u><u>48,963,000</u></u> | | |



MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JUNE 30 OF FISCAL YEARS 2006, 2005, AND 2004
 WATER AND SEWER FUND

| | <u>Fiscal Year</u> | <u>Annual Budget</u> | <u>9 Months Actual</u> | <u>Actual/ Budget</u> | <u>Performance Index</u> |
|--|------------------------|--------------------------|----------------------------|---------------------------|------------------------------|
| REVENUES: | | | | | |
| Water and sewer revenue | 2006 | \$ 83,000,000 | 60,173,000 | 72.5% | 96.66 |
| | 2005 | 80,656,000 | 51,345,000 | 63.7% | 84.88 |
| | 2004 | 80,768,000 | 50,563,000 | 62.6% | 83.47 |
| Other fees and service charges | 2006 | 2,360,000 | 2,500,000 | 105.9% | 141.24 |
| | 2005 | 2,188,000 | 1,458,000 | 66.6% | 88.85 |
| | 2004 | <u>2,382,000</u> | <u>1,503,000</u> | 63.1% | 84.13 |
| TOTAL REVENUE | 2006 | 85,360,000 | 62,673,000 | 73.4% | 97.90 |
| | 2005 | 82,844,000 | 52,803,000 | 63.7% | 84.98 |
| | 2004 | <u>83,150,000</u> | <u>52,066,000</u> | 62.6% | 83.49 |
| EXPENSES & ENCUMBRANCES: | | | | | |
| Capital outlay | 2006 | 70,000 | 417,000 | 595.7% | 794.29 |
| | 2005 | 1,064,000 | 1,600,000 | 150.4% | 200.50 |
| | 2004 | 2,020,000 | 1,898,000 | 94.0% | 125.28 |
| Other expenses & encumbrances | 2006 | 58,788,000 | 41,659,000 | 70.9% | 94.48 |
| | 2005 | 57,630,000 | 40,609,000 | 70.5% | 93.95 |
| | 2004 | <u>56,335,000</u> | <u>37,983,000</u> | 67.4% | 89.90 |
| Total expenses and encumbrances | 2006 | 58,858,000 | 42,076,000 | 71.5% | 95.32 |
| | 2005 | 58,694,000 | 42,209,000 | 71.9% | 95.88 |
| | 2004 | <u>58,355,000</u> | <u>39,881,000</u> | 68.3% | 91.12 |
| Excess (deficiency) of revenues over (under) expenses | 2006 | 26,502,000 | 20,597,000 | - | - |
| | 2005 | 24,150,000 | 10,594,000 | - | - |
| | 2004 | 24,795,000 | 12,185,000 | - | - |
| TRANSFERS IN (OUT) | | | | | |
| Transfers in | 2006 | 230,000 | 172,000 | 74.8% | 99.71 |
| | 2005 | 469,000 | 351,000 | 74.8% | 99.79 |
| | 2004 | 469,000 | 351,000 | 74.8% | 99.79 |
| Transfers out | 2006 | (28,082,000) | (21,061,000) | 75.0% | 100.00 |
| | 2005 | (28,413,000) | (21,310,000) | 75.0% | 100.00 |
| | 2004 | <u>(27,782,000)</u> | <u>(20,837,000)</u> | 75.0% | 100.00 |
| CHANGE IN NET ASSETS | 2006 | \$ (1,350,000) | (292,000) | | |
| | 2005 | (3,794,000) | (10,365,000) | | |
| | 2004 | (2,518,000) | (8,301,000) | | |
| TOTAL NET ASSETS-BEGINNING | 2006 | | 317,131,000 | | |
| | 2005 | | 319,626,000 | | |
| | 2004 | | <u>324,442,000</u> | | |
| TOTAL NET ASSETS-ENDING JUNE 30 | 2006 | | 316,839,000 | | |
| | 2005 | | 309,261,000 | | |
| | 2004 | | <u>316,141,000</u> | | |

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JUNE 30 OF FISCAL YEARS 2006, 2005, AND 2004
 SUSTAINABILITY AND ENVIRONMENTAL SERVICES FUND

| | <u>Fiscal Year</u> | <u>Annual Budget</u> | <u>9 Months Actual</u> | <u>Actual/ Budget</u> | <u>Performance Index</u> |
|--|------------------------|--------------------------|----------------------------|---------------------------|------------------------------|
| REVENUES: | | | | | |
| Commerical solid waste franchise | 2006 | \$ 5,307,000 | 4,013,000 | 75.6% | 100.82 |
| | 2005 | 5,161,000 | 3,709,000 | 71.9% | 95.82 |
| | 2004 | 4,963,000 | 3,663,000 | 73.8% | 98.41 |
| Refuse collection revenue | 2006 | 11,106,000 | 8,411,000 | 75.7% | 100.98 |
| | 2005 | 11,035,000 | 8,409,000 | 76.2% | 101.60 |
| | 2004 | 10,444,000 | 8,084,000 | 77.4% | 103.20 |
| Other fees and service charges | 2006 | 1,367,000 | 889,000 | 65.0% | 86.71 |
| | 2005 | 1,113,000 | 673,000 | 60.5% | 80.62 |
| | 2004 | 913,000 | 656,000 | 71.9% | 95.80 |
| TOTAL REVENUE | 2006 | 17,780,000 | 13,313,000 | 74.9% | 99.84 |
| | 2005 | 17,309,000 | 12,791,000 | 73.9% | 98.53 |
| | 2004 | 16,320,000 | 12,403,000 | 76.0% | 101.33 |
| EXPENSES & ENCUMBRANCES: | | | | | |
| Capital outlay | 2006 | 532,000 | 618,000 | 116.2% | 154.89 |
| | 2005 | 436,000 | 169,000 | 38.8% | 51.68 |
| | 2004 | 14,000 | 49,000 | 350.0% | 466.67 |
| Other expenses & encumbrances | 2006 | 17,043,000 | 13,189,000 | 77.4% | 103.18 |
| | 2005 | 15,683,000 | 11,619,000 | 74.1% | 98.78 |
| | 2004 | 15,044,000 | 11,083,000 | 73.7% | 98.23 |
| Total expenses and encumbrances | 2006 | 17,575,000 | 13,807,000 | 78.6% | 104.75 |
| | 2005 | 16,119,000 | 11,788,000 | 73.1% | 97.51 |
| | 2004 | 15,058,000 | 11,132,000 | 73.9% | 98.57 |
| Excess (deficiency) of revenues over (under) expenses | 2006 | 205,000 | (494,000) | - | - |
| | 2005 | 1,190,000 | 1,003,000 | - | - |
| | 2004 | 1,262,000 | 1,271,000 | - | - |
| TRANSFERS OUT: | | | | | |
| Operating transfers out | 2006 | (1,176,000) | (882,000) | 75.0% | 100.00 |
| | 2005 | (1,160,000) | (870,000) | 75.0% | 100.00 |
| | 2004 | (1,282,000) | (961,000) | 75.0% | 99.95 |
| CHANGE IN NET ASSETS | 2006 | \$ (971,000) | (1,376,000) | | |
| | 2005 | 30,000 | 133,000 | | |
| | 2004 | (20,000) | 310,000 | | |
| TOTAL NET ASSETS-BEGINNING | 2006 | | 2,578,000 | | |
| | 2005 | | 2,902,000 | | |
| | 2004 | | 2,305,000 | | |
| TOTAL NET ASSETS-ENDING JUNE 30 | 2006 | | 1,202,000 | | |
| | 2005 | | 3,035,000 | | |
| | 2004 | | 2,615,000 | | |



MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JUNE 30 OF FISCAL YEARS 2006, 2005, AND 2004
 MUNICIPAL DRAINAGE FUND

| | Fiscal Year | Annual Budget | 9 Months Actual | Actual/ Budget | Performance Index |
|--|------------------------|--------------------------|----------------------------|---------------------------|------------------------------|
| REVENUES: | | | | | |
| Fees and service charges | 2006 | \$ 4,812,000 | 3,608,000 | 75.0% | 99.97 |
| | 2005 | 4,788,000 | 3,585,000 | 74.9% | 99.83 |
| | 2004 | 4,782,000 | 3,492,000 | 73.0% | 97.37 |
| Miscellaneous revenue | 2006 | 47,000 | 89,000 | 189.4% | 252.48 |
| | 2005 | 35,000 | 53,000 | 151.4% | 201.90 |
| | 2004 | 20,000 | 1,000 | 5.0% | 6.67 |
| TOTAL REVENUE | 2006 | 4,859,000 | 3,697,000 | 76.1% | 101.45 |
| | 2005 | 4,823,000 | 3,638,000 | 75.4% | 100.57 |
| | 2004 | 4,802,000 | 3,493,000 | 72.7% | 96.99 |
| EXPENSES & ENCUMBRANCES: | | | | | |
| Capital outlay | 2006 | 27,000 | 96,000 | 355.6% | 474.07 |
| | 2005 | - | 2,000 | - | - |
| | 2004 | - | 2,000 | - | - |
| Other expenses & encumbrances | 2006 | 2,561,000 | 1,576,000 | 61.5% | - |
| | 2005 | 1,969,000 | 1,346,000 | - | - |
| | 2004 | 1,859,000 | 1,252,000 | - | - |
| Total expenses and encumbrances | 2006 | 2,588,000 | 1,672,000 | 64.6% | 86.14 |
| | 2005 | 1,969,000 | 1,348,000 | 68.5% | 91.28 |
| | 2004 | 1,859,000 | 1,254,000 | 67.5% | 89.94 |
| Excess (deficiency) of revenues over (under) expenses | 2006 | 2,271,000 | 2,025,000 | - | - |
| | 2005 | 2,854,000 | 2,290,000 | - | - |
| | 2004 | 2,943,000 | 2,239,000 | - | - |
| TRANSFERS OUT: | | | | | |
| Operating transfers out | 2006 | (2,441,000) | (1,674,000) | 68.6% | 91.44 |
| | 2005 | (2,514,000) | (1,860,000) | 74.0% | 98.65 |
| | 2004 | (2,493,000) | (1,870,000) | 75.0% | 100.01 |
| CHANGE IN NET ASSETS | 2006 | (170,000) | 351,000 | | |
| | 2005 | 340,000 | 430,000 | | |
| | 2004 | 450,000 | 369,000 | | |
| TOTAL NET ASSETS-BEGINNING | 2006 | | 17,924,000 | | |
| | 2005 | | 14,995,000 | | |
| | 2004 | | 13,749,000 | | |
| TOTAL NET ASSETS-ENDING JUNE 30 | 2006 | | 18,275,000 | | |
| | 2005 | | 15,425,000 | | |
| | 2004 | | 14,118,000 | | |

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JUNE 30 OF FISCAL YEARS 2006, 2005, AND 2004
 NONMAJOR BUSINESS-TYPE FUND

| | <u>Fiscal Year</u> | <u>Annual Budget</u> | <u>9 Months Actual</u> | <u>Actual/ Budget</u> | <u>Performance Index</u> |
|--|------------------------|--------------------------|----------------------------|---------------------------|------------------------------|
| REVENUES: | | | | | |
| Hotel/motel tax | 2006 | \$ 3,411,000 | 2,859,000 | 83.8% | 111.76 |
| | 2005 | 2,936,000 | 2,238,000 | 76.2% | 101.63 |
| | 2004 | 2,805,000 | 1,976,000 | 70.4% | 93.93 |
| Other revenue | 2006 | 6,071,000 | 4,892,000 | 80.6% | 107.44 |
| | 2005 | 6,243,000 | 4,877,000 | 78.1% | 104.16 |
| | 2004 | 6,350,000 | 4,530,000 | 71.3% | 95.12 |
| TOTAL REVENUE | 2006 | 9,482,000 | 7,751,000 | 81.7% | 108.99 |
| | 2005 | 9,179,000 | 7,115,000 | 77.5% | 103.35 |
| | 2004 | 9,155,000 | 6,506,000 | 71.1% | 94.75 |
| EXPENSES & ENCUMBRANCES: | | | | | |
| Capital outlay | 2006 | 5,000 | 2,000 | 0.40 | 53.33 |
| | 2005 | 6,000 | 12,000 | 200.0% | 266.67 |
| | 2004 | 1,561,000 | 1,472,000 | 94.3% | 125.73 |
| Other expenses & encumbrances | 2006 | 9,521,000 | 6,562,000 | 68.9% | 91.90 |
| | 2005 | 9,069,000 | 6,349,000 | 70.0% | 93.34 |
| | 2004 | 8,910,000 | 5,759,000 | 64.6% | 86.18 |
| Total expenses and encumbrances | 2006 | 9,526,000 | 6,564,000 | 68.9% | 91.87 |
| | 2005 | 9,075,000 | 6,361,000 | 70.1% | 93.46 |
| | 2004 | 10,471,000 | 7,231,000 | 69.1% | 92.08 |
| Excess (deficiency) of Revenues over (under) expenses | 2006 | (44,000) | 1,187,000 | - | - |
| | 2005 | 104,000 | 754,000 | - | - |
| | 2004 | (1,316,000) | (725,000) | - | = |
| TRANSFERS IN (OUT): | | | | | |
| Operating transfers in | 2006 | - | 684,000 | - | - |
| | 2005 | - | - | - | - |
| | 2004 | - | - | - | - |
| Operating transfers out | 2006 | (558,000) | (419,000) | 75.1% | 100.12 |
| | 2005 | (619,000) | (464,000) | 75.0% | 99.95 |
| | 2004 | (451,000) | (337,000) | 74.7% | 99.63 |
| CHANGE IN NET ASSETS | 2006 | (602,000) | 1,452,000 | | |
| | 2005 | (515,000) | 290,000 | | |
| | 2004 | (1,767,000) | (1,062,000) | | |
| TOTAL NET ASSETS-BEGINNING | 2006 | | 11,317,000 | | |
| | 2005 | | 11,620,000 | | |
| | 2004 | | 12,069,000 | | |
| TOTAL NET ASSETS-ENDING JUNE 30 | 2006 | | 12,769,000 | | |
| | 2005 | | 11,910,000 | | |
| | 2004 | | 11,007,000 | | |



EQUITY IN TREASURY POOL

JUNE, 2006

| FUND NO. | FUND NAME | CASH | EQUITY IN TREASURY POOL | TOTAL 6/30/06 | TOTAL 10/01/05 | TOTAL 6/30/05 |
|---------------------------|--|----------------|-------------------------|--------------------|-------------------|-------------------|
| GENERAL FUND: | | | | | | |
| 01 | General | \$ 82,000 | 44,945,000 | 45,027,000 | 34,010,000 | 40,406,000 |
| 77 | Payroll | - | 2,529,000 | 2,529,000 | 1,687,000 | 3,030,000 |
| 24 | City Store | - | 7,000 | 7,000 | 6,000 | 6,000 |
| 994 | Plano All-America City | - | (29,000) | (29,000) | (29,000) | (29,000) |
| | | 82,000 | 47,452,000 | 47,534,000 | 35,674,000 | 43,413,000 |
| DEBT SERVICE FUND: | | | | | | |
| 03 | G.O. Debt Service | - | 29,208,000 | 29,208,000 | 1,933,000 | 27,483,000 |
| | | - | 29,208,000 | 29,208,000 | 1,933,000 | 27,483,000 |
| CAPITAL PROJECTS: | | | | | | |
| 22 | Recreation Center Facilities | - | 321,000 | 321,000 | 610,000 | 686,000 |
| 23 | Street Enhancement | - | 1,251,000 | 1,251,000 | 1,220,000 | 1,189,000 |
| 25 | 1991 Police & Courts Facility | - | 985,000 | 985,000 | 961,000 | 882,000 |
| 27 | 1991 Library Facility | - | 315,000 | 315,000 | 377,000 | 155,000 |
| 28 | 1991 Fire Facility | - | (599,000) | (599,000) | 1,059,000 | 1,043,000 |
| 31 | Municipal Facilities | - | 365,000 | 365,000 | 354,000 | 342,000 |
| 32 | Park Improvements | - | 3,640,000 | 3,640,000 | 3,542,000 | 2,728,000 |
| 33 | Street & Drainage Improvement | - | 392,000 | 392,000 | (132,000) | (2,045,000) |
| 35 | Capital Reserve | - | 31,540,000 | 31,540,000 | 26,902,000 | 26,977,000 |
| 38 | DART L.A.P. | - | 694,000 | 694,000 | 677,000 | 591,000 |
| 39 | Spring Creekwalk | - | 21,000 | 21,000 | 20,000 | 20,000 |
| 52 | Park Service Areas | - | 4,768,000 | 4,768,000 | 4,190,000 | 4,079,000 |
| 53 | Creative & Performing Arts | - | 1,537,000 | 1,537,000 | 1,499,000 | 1,408,000 |
| 54 | Animal Control Facilities | - | 190,000 | 190,000 | 187,000 | 202,000 |
| 60 | Joint Use Facilities | - | 513,000 | 513,000 | 501,000 | 489,000 |
| 85 | Public Arts | - | - | - | - | - |
| 110 | G.O. Bond Clearing - 1999 | - | 1,753,000 | 1,753,000 | 2,478,000 | 2,767,000 |
| 190 | G.O. Bond Clearing - 2000 | - | 3,733,000 | 3,733,000 | 3,641,000 | 3,697,000 |
| 230 | G.O. Bond Clearing - 2001 | - | 2,413,000 | 2,413,000 | 2,558,000 | 2,602,000 |
| 240 | G.O. Bond Clearing - 2001-A | - | 187,000 | 187,000 | 182,000 | 192,000 |
| 250 | Tax Notes Clearing - 2001-A | - | 248,000 | 248,000 | 253,000 | 264,000 |
| 92 | G.O. Bond Refund/Clearing - 2002 | - | 1,000 | 1,000 | 266,000 | 336,000 |
| 270 | G.O. Bond Refund/Clearing - 2003 | - | 1,470,000 | 1,470,000 | 1,818,000 | 2,896,000 |
| 310 | G.O. Bond Refund/Clearing - 2005 | - | 7,090,000 | 7,090,000 | 27,403,000 | 37,190,000 |
| 093 | G.O. Bond Clearing - 2006 | - | 41,485,000 | 41,485,000 | - | - |
| 089 | C.O. Bond Clearing - 2006 | - | 3,783,000 | 3,783,000 | - | - |
| | | - | 108,096,000 | 108,096,000 | 80,566,000 | 88,690,000 |
| ENTERPRISE FUNDS: | | | | | | |
| 26 | Municipal Drainage CIP | - | 83,000 | 83,000 | 81,000 | (97,000) |
| 34 | Sewer CIP | - | 4,151,000 | 4,151,000 | 4,361,000 | 7,334,000 |
| 36 | Water CIP | - | 4,264,000 | 4,264,000 | 5,108,000 | 7,236,000 |
| 37 | Downtown Center Development | - | 58,000 | 58,000 | 41,000 | 35,000 |
| 41 | Water & Sewer - Operating | 138,000 | 2,653,000 | 2,791,000 | 3,676,000 | (7,343,000) |
| 42 | Water & Sewer - Debt Service | - | 3,297,000 | 3,297,000 | 1,594,000 | 3,065,000 |
| 43 | Municipal Drainage - Debt Service | - | 1,865,000 | 1,865,000 | 2,481,000 | 2,098,000 |
| 44 | W & S Impact Fees Clearing | - | 2,712,000 | 2,712,000 | 1,131,000 | 502,000 |
| 45 | Sustainability & Environmental Services | 201,000 | (377,000) | (176,000) | 1,193,000 | 559,000 |
| 46 | Convention & Tourism | 4,000 | 2,310,000 | 2,314,000 | 1,902,000 | 1,514,000 |
| 81 | Friends of Plano Centre | - | 3,000 | 3,000 | 3,000 | 3,000 |
| 47 | Municipal Drainage | 89,000 | 3,580,000 | 3,669,000 | 3,295,000 | 3,328,000 |
| 48 | Municipal Golf Course | - | (54,000) | (54,000) | 69,000 | 164,000 |
| 49 | Property Management | - | 345,000 | 345,000 | 287,000 | 278,000 |
| 51 | Recreation Revolving | - | 1,017,000 | 1,017,000 | 778,000 | 898,000 |
| 95 | W & S Bond Clearing - 1990 | - | 181,000 | 181,000 | 177,000 | 176,000 |
| 96 | W & S Bond Clearing - 1991 | - | 100,000 | 100,000 | 98,000 | 98,000 |
| 101 | W & S Bond Clearing - 1993A | - | 270,000 | 270,000 | 264,000 | 263,000 |
| 103 | Municipal Bond Drain Clearing-1995 | - | 257,000 | 257,000 | 251,000 | 250,000 |
| 104 | Municipal Drain Bond Clearing-1996 | - | 161,000 | 161,000 | 157,000 | 157,000 |
| 107 | Municipal Drain Bond Clearing-1997 | - | 229,000 | 229,000 | 223,000 | 222,000 |
| 108 | Municipal Drain Bond Clearing-1998 | - | 77,000 | 77,000 | 75,000 | 74,000 |
| 210 | Municipal Drain Bond Clearing-1999 | - | 143,000 | 143,000 | 139,000 | 139,000 |
| 260 | Municipal Drain Rev Bond Clearing - 2001 | - | 119,000 | 119,000 | 116,000 | 116,000 |
| 280 | Municipal Drain Rev Bond Clearing - 2003 | - | 31,000 | 31,000 | 31,000 | 31,000 |
| 320 | Municipal Drain Rev Bond Clearing - 2005 | - | 2,103,000 | 2,103,000 | 2,302,000 | 2,775,000 |
| 094 | Municipal Drain Rev Bond Clearing - 2006 | - | 1,436,000 | 1,436,000 | - | - |
| | | 432,000 | 31,014,000 | 31,446,000 | 29,833,000 | 23,875,000 |

EQUITY IN TREASURY POOL

JUNE, 2006

| FUND NO. | FUND NAME | CASH | EQUITY IN TREASURY POOL | TOTAL 6/30/06 | TOTAL 10/01/05 | TOTAL 6/30/05 |
|--------------------------------|--|-------------|--------------------------|----------------------|-----------------------|----------------------|
| SPECIAL REVENUE FUNDS: | | | | | | |
| 2 | Sproles Library | - | 263,000 | 263,000 | 257,000 | 256,000 |
| 4 | TIF-Mall | - | 40,000 | 40,000 | 30,000 | 30,000 |
| 5 | TIF-East Side | - | 6,824,000 | 6,824,000 | 4,374,000 | 6,038,000 |
| 11 | LLEBG-Police Grant | - | 79,000 | 79,000 | 37,000 | 124,000 |
| 12 | Criminal Investigation | - | 788,000 | 788,000 | 756,000 | 731,000 |
| 13 | Grant | - | (717,000) | (717,000) | - | (787,000) |
| 14 | Wireline Fees | - | 260,000 | 260,000 | 301,000 | 280,000 |
| 15 | Judicial Efficiency | - | 94,000 | 94,000 | 86,000 | 80,000 |
| 16 | Industrial | - | 16,000 | 16,000 | 16,000 | 16,000 |
| 17 | Intergovernmental | - | 277,000 | 277,000 | 262,000 | 265,000 |
| 18 | Government Access/CATV | - | 291,000 | 291,000 | 322,000 | 353,000 |
| 19 | Teen Court Program | - | 28,000 | 28,000 | 22,000 | 19,000 |
| 20 | Municipal Courts Technology | - | 1,206,000 | 1,206,000 | 1,050,000 | 1,008,000 |
| 55 | Municipal Court-Building Security Fees | - | 1,107,000 | 1,107,000 | 996,000 | 960,000 |
| 56 | 911 Reserve Fund | - | 5,484,000 | 5,484,000 | 4,771,000 | 4,555,000 |
| 57 | State Library Grants | - | (1,000) | (1,000) | - | (40,000) |
| 67 | Disaster Relief | - | 965,000 | 965,000 | - | - |
| 68 | Animal Shelter Donations | - | 63,000 | 63,000 | 31,000 | - |
| 73 | Memorial Library | - | 187,000 | 187,000 | 166,000 | 159,000 |
| 86 | Juvenile Case Manager | - | 57,000 | 57,000 | - | - |
| 87 | Traffic Safety | - | 165,000 | 165,000 | - | - |
| 88 | Child Safety | - | 543,000 | 543,000 | - | - |
| | | - | 18,019,000 | 18,019,000 | 13,477,000 | 14,047,000 |
| INTERNAL SERVICE FUNDS: | | | | | | |
| 6 | Public Safety Technology | - | 3,455,000 | 3,455,000 | 1,495,000 | 3,162,000 |
| 9 | Technology Infrastructure | - | 4,456,000 | 4,456,000 | 3,671,000 | 4,320,000 |
| 58 | PC Replacement | - | 1,237,000 | 1,237,000 | 825,000 | 896,000 |
| 59 | Service Center | - | 117,000 | 117,000 | 115,000 | 115,000 |
| 61 | Equipment Maintenance | - | (4,154,000) | (4,154,000) | - | (3,610,000) |
| 62 | Information Technology | - | 1,671,000 | 1,671,000 | 3,060,000 | 3,083,000 |
| 63 | Office Services | - | (353,000) | (353,000) | - | (406,000) |
| 64 | Warehouse | - | 237,000 | 237,000 | 309,000 | 195,000 |
| 65 | Property/Liability Loss | - | 5,536,000 | 5,536,000 | 5,398,000 | 5,499,000 |
| 66 | Technology Services | - | 9,980,000 | 9,980,000 | 8,991,000 | 8,311,000 |
| 71 | Equipment Replacement | - | 9,154,000 | 9,154,000 | 6,777,000 | 10,154,000 |
| 78 | Health Claims | - | 17,254,000 | 17,254,000 | 12,412,000 | 11,239,000 |
| 79 | Parkway Service Ctr. Expansion | - | 362,000 | 362,000 | 2,048,000 | 2,321,000 |
| | | - | 48,952,000 | 48,952,000 | 45,101,000 | 45,279,000 |
| FIDUCIARY FUNDS: | | | | | | |
| 7 | Unclaimed Property | - | 44,000 | 44,000 | 35,000 | 35,000 |
| 8 | Library Training Lab | - | 12,000 | 12,000 | 7,000 | 4,000 |
| 69 | Collin County Seized Assets | - | 284,000 | 284,000 | 232,000 | 287,000 |
| 74 | Developers' Escrow | - | 3,816,000 | 3,816,000 | 6,812,000 | 6,819,000 |
| 76 | Economic Development | - | 1,137,000 | 1,137,000 | 977,000 | 976,000 |
| 84 | Rebate | - | 1,169,000 | 1,169,000 | 1,630,000 | 1,627,000 |
| | | - | 6,462,000 | 6,462,000 | 9,693,000 | 9,748,000 |
| TOTAL | | \$ 514,000 | 289,203,000 | 289,717,000 | 216,277,000 | 252,535,000 |
| | | CASH | TRUST INVESTMENTS | TOTAL 6/30/06 | TOTAL 10/01/05 | TOTAL 6/30/05 |
| TRUST FUNDS | | | | | | |
| 42 | Water & Sewer Reserve | \$ - | 946,000 | 946,000 | 913,000 | 924,000 |
| 72 | Retirement Security Plan | - | 53,866,000 | 53,866,000 | 42,016,000 | 46,976,000 |
| TOTAL TRUST FUNDS | | \$ - | 54,812,000 | 54,812,000 | 42,929,000 | 47,900,000 |

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 June 30, 2006 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

| | |
|----------------------------------|--------------------|
| Cash | 6,091,000 |
| Local Government Investment Pool | 41,686,000 |
| Federal Securities | 225,653,000 |
| Certificates of Deposit | 18,500,000 |
| Fair Value Adjustment | (4,153,000) |
| Interest Receivable | 1,426,000 |
| | <u>289,203,000</u> |



HEALTH CLAIMS FUND

THROUGH JUNE 30 OF FISCAL YEARS 2006 AND 2005

| <u>Health Claims Fund</u> | 6 Month Variance | | | 2 Month Variance | | | Monthly Variance | | | Year to Date Variance | | |
|--|-----------------------|-----------------------|----------------------------|-----------------------|-----------------------|----------------------------|----------------------|---------------------|----------------------------|--------------------------|---------------------|----------------------------|
| | FY 05-06 Oct-March | FY 04-05 Oct-March | Favorable (Unfavorable) | FY 05-06 April-May | FY 04-05 April-May | Favorable (Unfavorable) | FY 05-06 June | FY 04-05 June | Favorable (Unfavorable) | FY 05-06 Total | FY 04-05 Total | Favorable (Unfavorable) |
| Revenues | | | | | | | | | | | | |
| Employees Health Ins. Contributions | \$ 1,056,000 | \$ 1,025,000 | 31,000 | \$ 358,000 | \$ 344,000 | 14,000 | \$ 179,000 | \$ 173,000 | 6,000 | \$ 1,593,000 | \$ 1,542,000 | 51,000 |
| Employers Health Ins. Contributions | 8,883,000 | 9,370,000 | (487,000) | 2,997,000 | 2,905,000 | 92,000 | 1,489,000 | 1,453,000 | 36,000 | 13,369,000 | 13,728,000 | (359,000) |
| Contributions for Retirees | 241,000 | 215,000 | 26,000 | 84,000 | 75,000 | 9,000 | 43,000 | 39,000 | 4,000 | 368,000 | 329,000 | 39,000 |
| Cobra Insurance Receipts | 17,000 | 22,000 | (5,000) | 5,000 | 3,000 | 2,000 | 2,000 | 4,000 | (2,000) | 24,000 | 29,000 | (5,000) |
| Retiree Insurance Receipts | 166,000 | 153,000 | 13,000 | 52,000 | 48,000 | 4,000 | 34,000 | 28,000 | 6,000 | 252,000 | 229,000 | 23,000 |
| City Council Receipts | 4,000 | 5,000 | (1,000) | - | 3,000 | (3,000) | - | - | - | 4,000 | 8,000 | (4,000) |
| Plano Housing Authority | 23,000 | 28,000 | (5,000) | 8,000 | 6,000 | 2,000 | 4,000 | 3,000 | 1,000 | 35,000 | 37,000 | (2,000) |
| Interest | 214,000 | (1,000) | 215,000 | 94,000 | 52,000 | 42,000 | 67,000 | 106,000 | (39,000) | 375,000 | 157,000 | 218,000 |
| Total Revenues | 10,604,000 | 10,817,000 | (213,000) | 3,598,000 | 3,436,000 | 162,000 | 1,818,000 | 1,806,000 | 12,000 | 16,020,000 | 16,059,000 | (39,000) |
| Expenses | | | | | | | | | | | | |
| Insurance | 641,000 | 552,000 | (89,000) | 240,000 | 189,000 | (51,000) | 120,000 | 95,000 | (25,000) | 1,001,000 | 836,000 | (165,000) |
| Contracts- Professional Svc. | 117,000 | 128,000 | 11,000 | 15,000 | 14,000 | (1,000) | 8,000 | 12,000 | 4,000 | 140,000 | 154,000 | 14,000 |
| Contractual Repair | - | - | - | - | - | - | - | 1,000 | 1,000 | - | 1,000 | 1,000 |
| Contracts- Other | 450,000 | 425,000 | (25,000) | 155,000 | 147,000 | (8,000) | 75,000 | 71,000 | (4,000) | 680,000 | 643,000 | (37,000) |
| Health Claims Paid Reinsurance | (257,000) | (93,000) | 164,000 | (39,000) | (63,000) | (24,000) | - | 12,000 | 12,000 | (296,000) | (144,000) | 152,000 |
| Health Claims - Prescription | 1,130,000 | 361,000 | (769,000) | 455,000 | 386,000 | (69,000) | 229,000 | 210,000 | (19,000) | 1,814,000 | 957,000 | (857,000) |
| Health Claims Paid -UHC | 5,176,000 | 5,415,000 | 239,000 | 1,525,000 | 1,580,000 | 55,000 | 761,000 | 1,603,000 | 842,000 | 7,462,000 | 8,598,000 | 1,136,000 |
| Health Claims Paid-EBS | - | 35,000 | 35,000 | - | - | - | - | - | - | - | 35,000 | 35,000 |
| Cobra Insurance Paid | 2,000 | 3,000 | 1,000 | - | - | - | - | - | - | 2,000 | 3,000 | 1,000 |
| Retiree Insurance Paid | 46,000 | 39,000 | (7,000) | 18,000 | 13,000 | (5,000) | 9,000 | 7,000 | (2,000) | 73,000 | 59,000 | (14,000) |
| Plano Housing Authority | 4,000 | 3,000 | (1,000) | - | - | - | - | - | - | 4,000 | 3,000 | (1,000) |
| Total Expenses | 7,309,000 | 6,868,000 | (441,000) | 2,369,000 | 2,266,000 | (103,000) | 1,202,000 | 2,011,000 | 809,000 | 10,880,000 | 11,145,000 | 265,000 |
| Net increase (decrease) | \$ 3,295,000 | \$ 3,949,000 | (654,000) | 1,229,000 | 1,170,000 | 59,000 | 616,000 | (205,000) | 821,000 | \$ 5,140,000 | \$ 4,914,000 | 226,000 |
| Health Claims Fund Balance - Cumulative | \$ 13,089,000 | \$ 7,695,000 | 5,394,000 | \$ 14,317,000 | \$ 8,864,000 | 5,453,000 | \$ 14,934,000 | \$ 8,660,000 | 6,274,000 | | | |

ANALYSIS OF PROPERTY LIABILITY LOSS FUND THROUGH JUNE 30 OF FISCAL YEARS 2006, 2005 AND 2004

| | Fiscal Year 2006 | Fiscal Year 2005 | Fiscal Year 2004 |
|--|---------------------|---------------------|---------------------|
| <u>PROPERTY LIABILITY LOSS FUND</u> | | | |
| Claims Paid per General Ledger | \$ 957,000 | 1,089,000 | 974,000 |
| Net Judgments/Damages/Attorney Fees | 560,000 | 297,000 | 506,000 |
| Total Expenses | \$ 1,517,000 | 1,386,000 | 1,480,000 |
| Fund Balance | \$ 1,936,000 | 2,150,000 | 2,589,000 |



CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JUNE, 2006

| <u>Project Description</u> | <u>Construction Start (Est.) Complete (Est.)</u> | <u>2005-06 Budget (thousands)</u> | <u>Total Project Budget (thousands)</u> | <u>Inception to Date Cost (thousands)</u> | <u>Encumbrances (thousands)</u> | <u>Comments:</u> |
|---|--|-----------------------------------|---|---|---------------------------------|--|
| <u>12th STREET, 12th PLACE, J AVENUE</u> | 11/05 08/06 | 300 | 710 | 855 | 132 | All work is completed. Inspector is preparing punch list. |
| <u>15th STREET – Avenue G to Avenue I</u> | 01/07 10/07 | 953 | 1,195 | 266 | 6 | Bid opening scheduled for September 7 th . |
| <u>ALMA ROAD WHITETOPPING - Plano Parkway to 15th Street</u> | 07/06 12/06 | 1,376 | 1,526 | 324 | 1,359 | All milling of the road surface is complete and surface condition has been inspected and areas needing repair have been identified. Water line adjustment for storm sewer has been finished. |
| <u>ANIMAL SHELTER EXPANSION</u> | 03/07 12/07 | 200 | 1,155 | 82 | 81 | Preliminary design is underway. |
| <u>Cloisters Water Rehab</u> | 09/07 09/08 | - | - | - | 115 | Engineering survey work began the week of July 3 rd . |
| <u>COMMUNICATIONS -Falls to Parker</u> | 04/06 11/06 | 700 | 780 | 266 | 345 | Paving construction nearly complete. Work is proceeding on street light conduits and pavement markings. Landscaping work is delayed due to City water conservation regulations. |
| <u>COMMUNICATIONS Spring Creek to Tennyson</u> | 12/06 12/07 | 200 | 1,500 | 91 | 102 | Field survey work is complete. Preliminary plans have been reviewed by City staff and returned to the consultant for correction. 404 issue being evaluated. |
| <u>FIRE STATION 11</u> | 01/05 09/06 | - | 3,337 | 2,303 | 576 | Underground utilities and grade beam complete. Fire lane complete. Roofing complete. Interior finish out underway. |
| <u>FIRE STATION 12/LOGISTICS FACILITY & Emergency Operations Center</u> | 03/07 05/08 | 1,800 | 7,702 | 1,753 | 1,038 | Architectural contract approved by City Council March 16 th . Design development underway. |
| <u>INTERSECTION IMPROVEMENTS – 2004</u> | 12/06 08/07 | 762 | 1,247 | 134 | 23 | Pre-final plans for three locations and the Coit at Legacy intersection have been reviewed and returned to the consultant for correction. |



CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JUNE, 2006

| <u>Project Description</u> | <u>Construction Start (Est.) Complete (Est.)</u> | <u>2005-06 Budget (thousands)</u> | <u>Total Project Budget (thousands)</u> | <u>Inception to Date Cost (thousands)</u> | <u>Encumbrances (thousands)</u> | <u>Comments:</u> |
|--|--|-----------------------------------|---|---|---------------------------------|--|
| <u>INTERSECTION IMPROVEMENTS – 2005</u> | 11/06 06/07 | 764 | 850 | 195 | 22 | Pre-final plans and bid schedule have been submitted for approval and setting bid advertisement date. |
| <u>INTERSECTION IMPROVEMENTS – JUPITER/PLANO PARKWAY</u> | 09/07 02/08 | 590 | 723 | 78 | 43 | Final revised schematics and ESA (Categorical Exclusion) under review by TxDOT Dallas. This will take another 30 days. TransSystems is currently preparing plans for construction. |
| <u>INTERSECTION IMPROVEMENTS – Preston and Legacy</u> | 12/07 10/08 | 120 | 2,500 | 58 | 5 | City Council awarded design contract to Parsons June 26th. Contract being executed. |
| <u>INTERSECTION IMPROVEMENTS - PRESTON/PLANO PARKWAY</u> | 12/07 10/08 | 120 | 2,000 | 63 | 1 | Engineering contract scheduled for Council approval at the July 24 th meeting. |
| <u>INTERSECTION IMPROVEMENTS – Spring Creek Parkway and K Avenue</u> | 09/06 02/07 | 75 | 75 | 50 | 25 | Final plan review comments have been returned to the consultant and advertisement to accept bids will start near the end of July. |
| <u>INTERSECTION IMPROVEMENTS – Spring Creek Parkway and Coit</u> | 01/08 10/08 | 100 | 2,000 | 84 | - | The original traffic study and alternate study are complete. City staff is now in negotiation with the consultant for an engineering design contract. |
| <u>LOS RIOS - Parker to Jupiter</u> | 07/04 08/06 | - | 8,255 | 5,459 | 153 | Landscaping and ground stabilization operations are continuing. The lake level control structures are substantially complete. |
| <u>MCDERMOTT – Coit To Custer</u> | 07/06 04/07 | 2,529 | 2,709 | 197 | 1,770 | Work started June 12 th . The section from Coit to Independence will be started first. |
| <u>MCDERMOTT – Coit To Ohio</u> | 03/07 03/08 | 200 | 4,065 | 351 | 17 | 90% plans have been received and are being reviewed by City staff. We have received TXDOT comments on the schematic and it has been resubmitted. The CADEX has also been resubmitted for final review. |
| | | | | | | |

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JUNE, 2006

| <u>Project Description</u> | <u>Construction Start (Est.) Complete (Est.)</u> | <u>2005-06 Budget (thousands)</u> | <u>Total Project Budget (thousands)</u> | <u>Inception to Date Cost (thousands)</u> | <u>Encumbrances (thousands)</u> | <u>Comments:</u> |
|--|--|-----------------------------------|---|---|---------------------------------|---|
| <u>MIDWAY ROAD WIDENING - Parker to Spring Creek Parkway</u> | 07/06 05/07 | 10 | 2,052 | 119 | 1,481 | City Council has awarded the construction contract to McMahon Contracting, L.P. The pre-construction meeting was held on July 5 th and the contractor was issued a Notice to Proceed. |
| <u>TOM MUEHLENBECK RECREATION CENTER</u> | 04/06 07/07 | 12,153 | 21,000 | 2,721 | 18,587 | Site work is underway. |
| <u>OAK POINT PARK VISITOR CENTER COMPLEX</u> | 02/07 02/08 | 4,000 | 11,500 | 251 | 967 | Design development underway. |
| <u>P AVENUE – 18th to Park</u> | 03/06 02/07 | 2,705 | 2,985 | 709 | 1,628 | TriCon is constructing Phase I water main, storm drainage and paving. Traffic control is one way south for P Avenue. |
| <u>PARKER ROAD – K Ave. to P Ave.</u> | 12/06 12/07 | 2,255 | 4,065 | 329 | 54 | Pre-final plans have been reviewed by City staff and returned to the consultant for correction. Right of way acquisition is now underway. |
| <u>PARKER ROAD ELEVATED TANK REPAINT</u> | 11/06 06/07 | - | 735 | - | 14 | Project will be bid in late July or early August. Bid preparation has begun. Tank will be painted in November. |
| <u>PARKER ROAD ESTATES WEST WATER REHAB</u> | 10/06 07/07 | - | 1,650 | 132 | 30 | Bids were opened July 6 th and are scheduled for Council award on July 24 th . |
| <u>PARKWOOD BOULEVARD - Park Boulevard to Spring Creek Parkway</u> | 10/06 10/07 | 250 | 3,000 | 95 | 140 | Preliminary plans have been reviewed and returned to the engineer. |
| <u>PLANO PARKWAY – Los Rios to 14th</u> | 06/05 08/06 | 1,968 | 3,859 | 3,130 | 575 | Phase III island work is underway to construct 14 th Street – Plano Parkway connection. Traffic and railroad signal construction and railroad crossing construction are underway. Project completion expected in late July but the final is dependent on lifting water conservation Phase 3. |
| <u>PLANO PARKWAY – Tollroad to Park</u> | 11/06 06/07 | 1,861 | 2,526 | 299 | 62 | Plans are complete except right-of-way acquisition from Billingsley. |
| <u>POLICE ACADEMY RANGE EXPANSION</u> | 11/06 06/07 | 20 | 2,800 | 501 | 32 | Schematic design prepared. |



CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JUNE, 2006

| <u>Project Description</u> | <u>Construction Start (Est.) Complete (Est.)</u> | <u>2005-06 Budget (thousands)</u> | <u>Total Project Budget (thousands)</u> | <u>Inception to Date Cost (thousands)</u> | <u>Encumbrances (thousands)</u> | <u>Comments:</u> |
|---|--|-----------------------------------|---|---|---------------------------------|---|
| <u>RAILROAD CROSSINGS –Quiet Zones</u> | 11/06 03/07 | 100 | 1,117 | 544 | 5 | Bids withdrawn pending agreement with the Railroads. |
| <u>RIDGEVIEW DRIVE Custer to Independence</u> | 08/05 08/06 | 2,000 | 3,000 | 2,307 | 567 | All lane widening, paving and bridge work is complete. Irrigation is being installed. |
| <u>SH 121 WATER LINE – Spring Creek Parkway to Dallas North Tollway</u> | 01/07 05/07 | - | - | - | - | TxDot is reviewing schematic. |
| <u>SPRING CREEK PARKWAY (SHILOH) – Royal Oaks to Parker</u> | 10/05 08/07 | 1,100 | 1,880 | 2,255 | 317 | All paving and signal work is complete. The road was opened to traffic June 29 th . |
| <u>STEWART MAIN Capital to Plano Parkway</u> | 09/06 12/07 | - | 433 | 28 | 482 | Project has been awarded and accepted by Jim Bowman Construction Co. Preconstruction meeting to be held May 15 th . Construction delayed. Waiting for pipe. |
| <u>US 75 RAMP IMPROVEMENTS</u> | 01/06 01/07 | 1,000 | 2,099 | 2,102 | 6 | Problems with design have held up work for about two weeks. Revised design has been given to TXDOT and the contractor for pricing of changes needed to complete drainage work. |
| <u>US 75/PARKER ROAD INTERCHANGE</u> | 06/07 10/08 | 1,000 | 6,250 | 768 | 756 | Design kick-off meeting with TxDOT and design engineer was held January 10 th . Comments on the environmental document have been received from TXDOT. Resubmittal has been made to TXDOT on the schematic and we are on hold with the design pending their approval. |
| <u>WHIFFLETREE WATER REHAB</u> | 02/06 12/06 | 1,450 | 1,600 | 869 | 764 | Construction is complete on Town Bluff, Hilltop, Laguna, Malibu, Singletree and Doubletree. Construction is underway on Whiffletree and Therondunn. |
| <u>WYATT NORTH ADDITION PAVING & WATER</u> | 01/07 01/08 | - | - | 76 | 137 | Preliminary plans reviewed and returned to Huitt Zollars for revision. Revised set due in mid-July. |

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SECTION 2

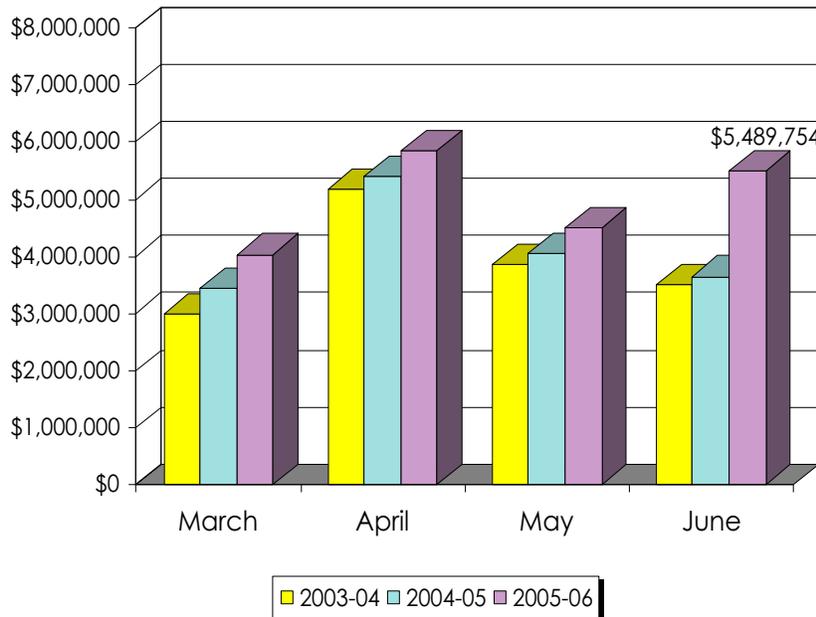
ECONOMIC ANALYSIS



ECONOMIC ANALYSIS

Sales tax of \$5,489,754 was reported in June for the City of Plano. This amount represents an increase of 50.47% over the amount reported in June 2005..

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 May by businesses filing monthly returns, reported in June to the State, and received in July by the City of Plano.

Figure I represents actual sales and use tax receipts for the months of March through June for fiscal years 2003-04, 2004-2005 and 2005-2006.

ANNUALIZED SALES TAX INDEX
COMPARED TO DALLAS CONSUMER PRICE INDEX
FIGURE II

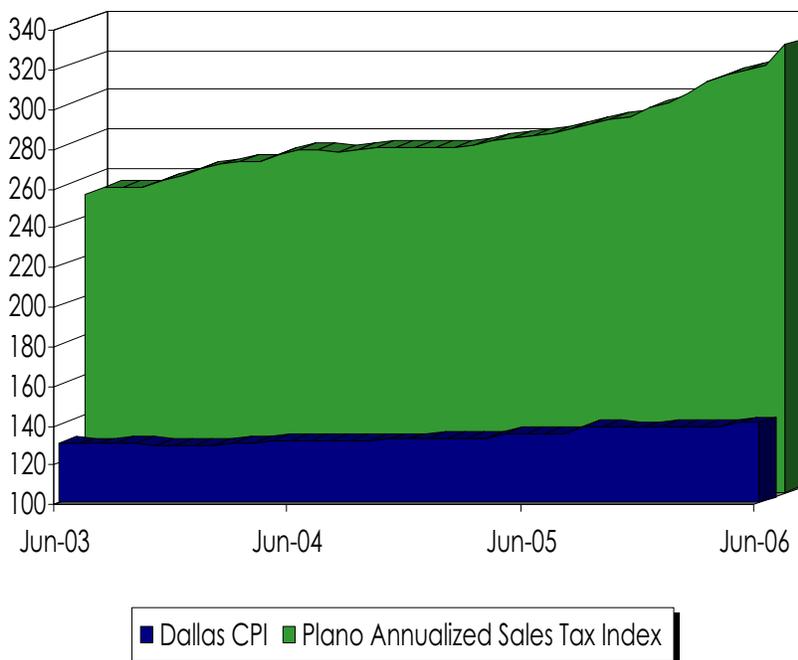


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For June 2006, the adjusted CPI was 140.48 and the Sales Tax Index was 326.87.

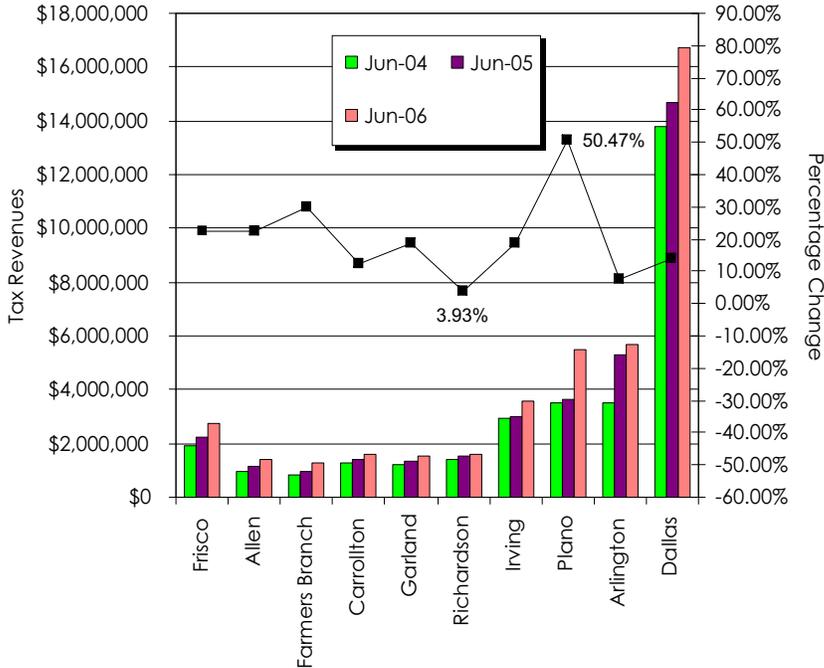
Since January 1998, the BLS has moved the Dallas-Area pricing cycle for CPI computation to odd-numbered months.



ECONOMIC ANALYSIS

Figure III shows sales tax receipts from June 2004 – June 2006 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

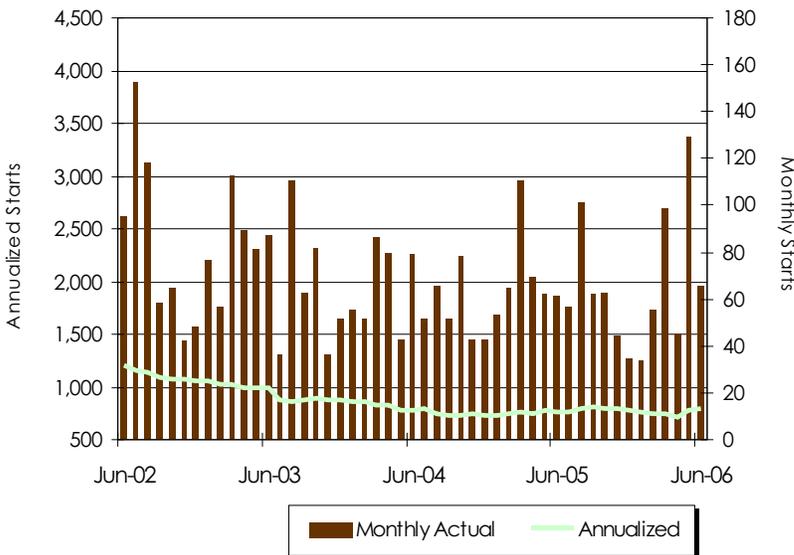
SALES TAX COMPARISONS
CITY OF PLANO AND AREA CITIES
FIGURE III



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 June reporting month, the City of Plano received \$5,489,754 from this 1% tax.

The percentage change in sales tax collections for the area cities from June 2005 to June 2006 ranged from 50.47% for the City of Plano to 3.93% for the City of Richardson.

SINGLE FAMILY HOUSING STARTS
FIGURE IV



In June 2006, a total of 66 actual single-family housing permits, representing a value of \$11,631,044, were issued. This value represents a 24.86% decrease from the same period a year ago. Annualized single-family housing starts of 790 represent a value of \$161,459,646.

Figure IV above shows actual single-family housing starts versus annualized housing starts for June 2002 through June 2006.



ECONOMIC ANALYSIS

YIELD CURVE
FIGURE V

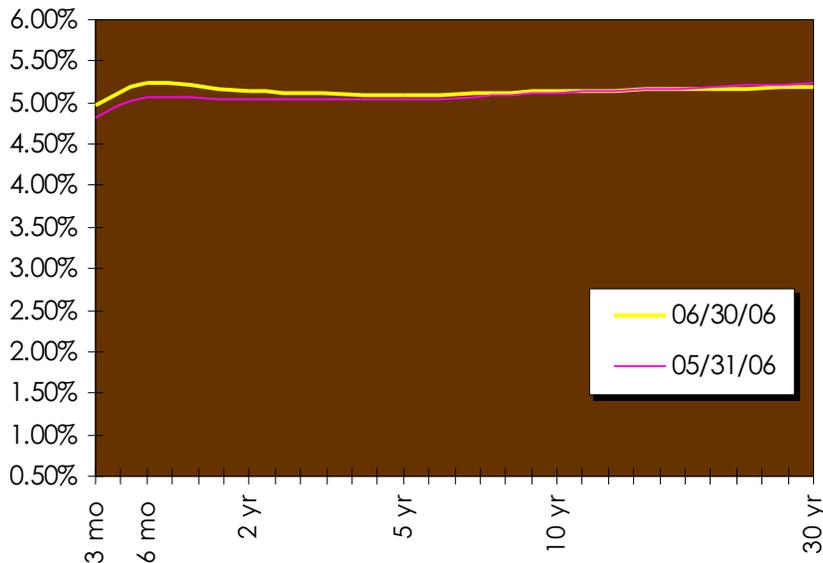


Figure V, left, shows the U.S. Treasury yield curve for June 30, 2006 in comparison to May 31, 2006. All but one of the reported treasury yields increased in the month of June, with the greatest increase in reported rates occurring in the 6-month sector at +19 basis points. The only decrease in reported rates came in the 30-year sector at -1 basis point.

UNEMPLOYMENT RATES
UNADJUSTED RATE COMPARISON
FIGURE VI*

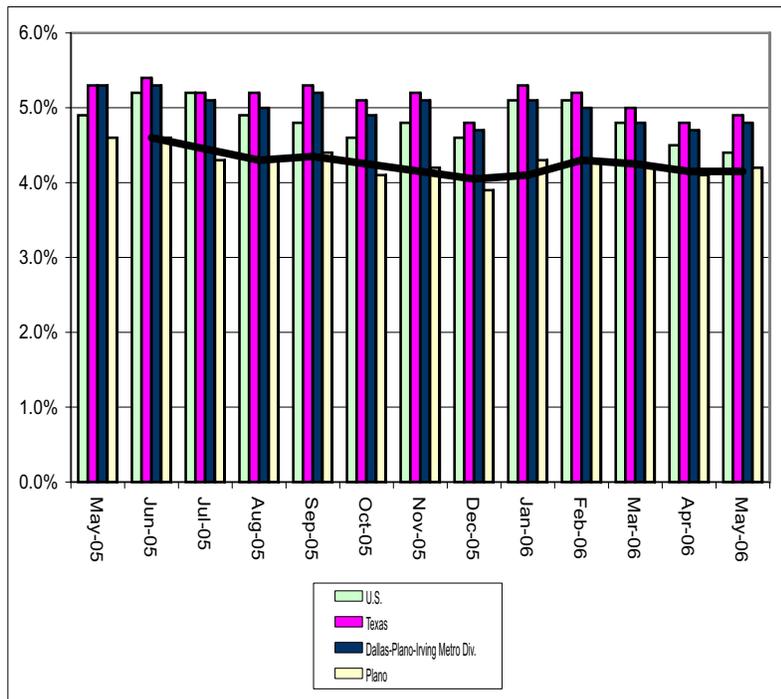


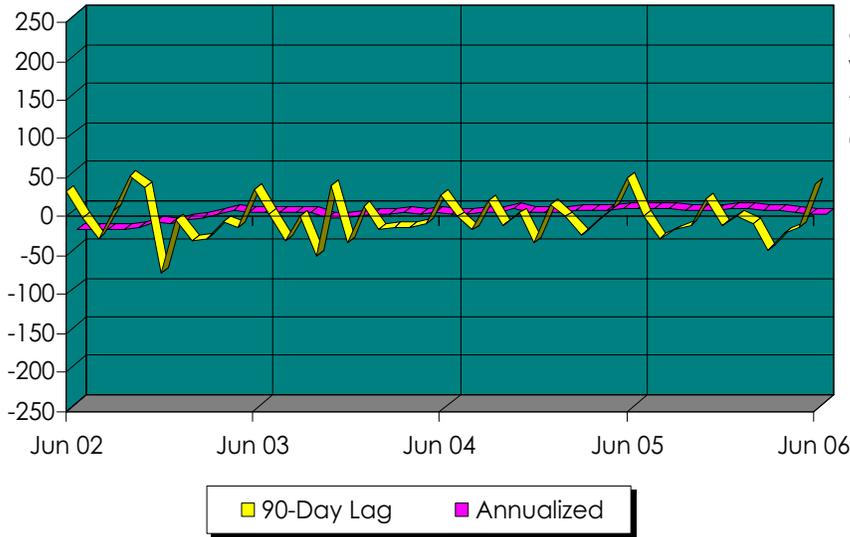
Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from May 2005 to May 2006.

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

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).

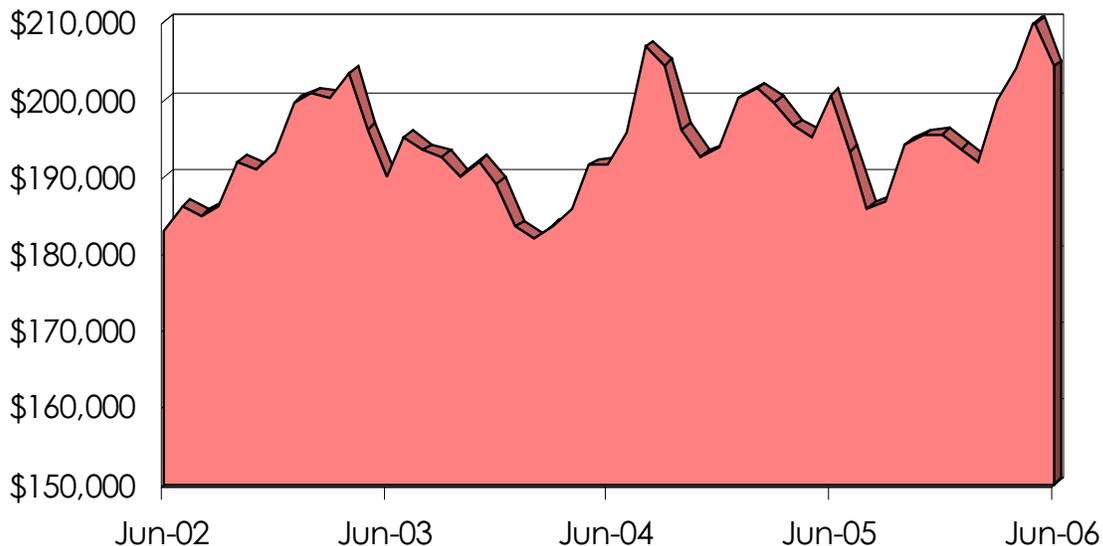
HOUSING ABSORPTION
90-DAY LAG FROM PERMIT DATE
FIGURE VII



For the current month, the 90-day lag is +41 homes, meaning that in March 2006 there were 41 more housing starts than new refuse customers in June 2006. The annualized rate is -9 which means there was an average of 9 less housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes increased 1.87% to \$204,379 when compared to June 2005.

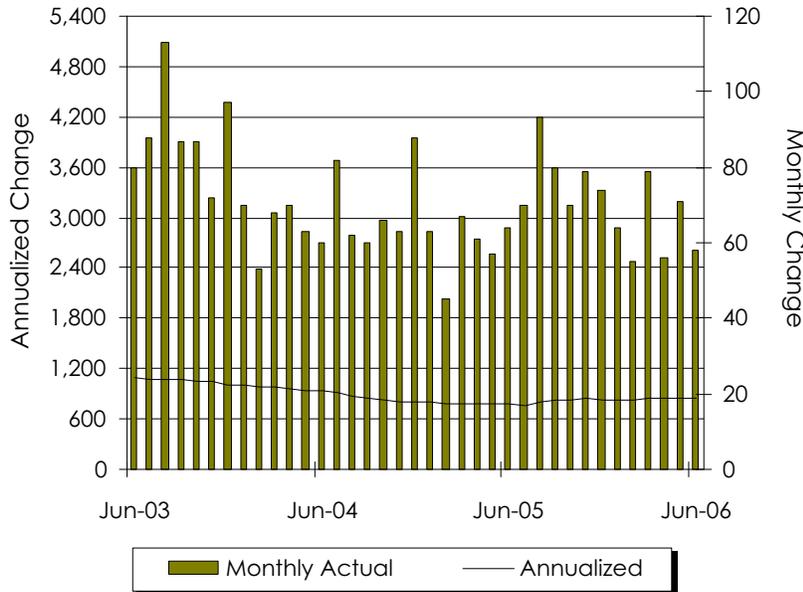
SINGLE-FAMILY NEW HOME VALUE
FIGURE VIII



ECONOMIC ANALYSIS

REFUSE COLLECTIONS ACCOUNTS NET GAINS/LOSSES

Figure IX

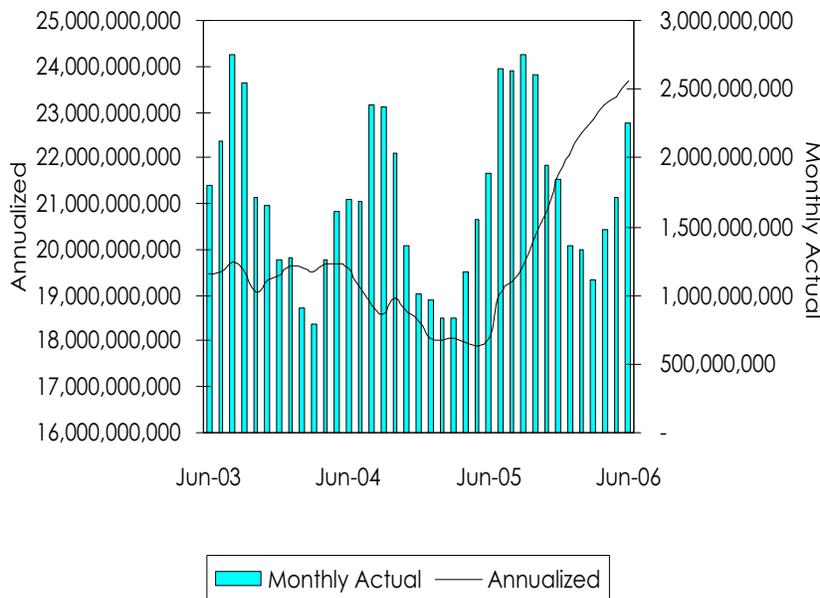


In June, net new refuse collection accounts totaled 58, in comparison to 64 new accounts in June of 2005. This change represents a decrease of 9.38% year-to-year. Annualized new refuse accounts totaled 849, showing an increase of 71, or a 9.13% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

LOCAL WATER CONSUMPTION (GALLONS)

FIGURE X



In June, the City of Plano pumped 2,553,837,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 2,257,248,000 gallons among 76,807 billed water accounts while billed sewer accounts numbered 73,121. The minimum daily water pumpage was 53,562,000 gallons, which occurred on Saturday, June 24th. Maximum daily pumpage was 109,055,000 gallons and occurred on Thursday, June 15th. This month's average daily pumpage was 85,128,000 gallons.

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

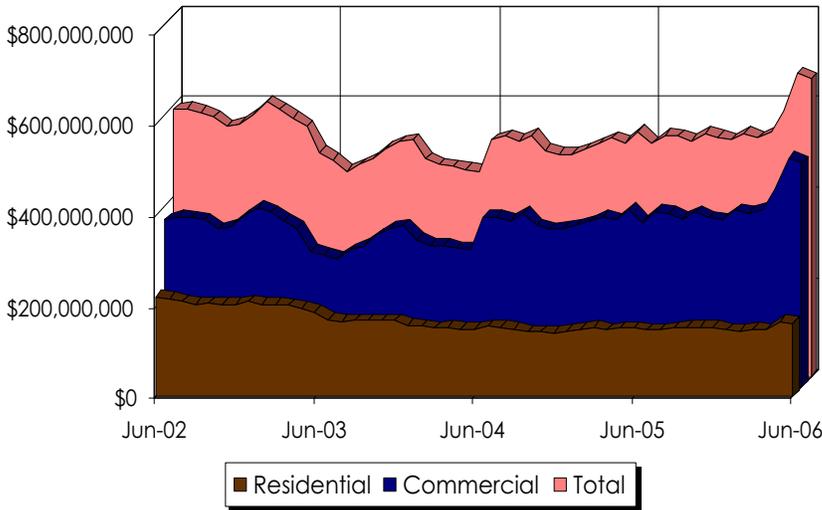


ECONOMIC ANALYSIS

In June, a total of 170 new construction permits were issued, for properties valued at \$57,430,097. This includes 66 single-family residences, 38 apartment buildings, 1 healthcare facility, 3 office/bank buildings, 1 school, 3 retail/restaurant/other, 9 other, 16 commercial additions/alterations, 32 interior finish-outs, and 1 demolition. There were 49 permits issued for pools/spas.

ANNUALIZED BUILDING PERMIT VALUES

FIGURE XI



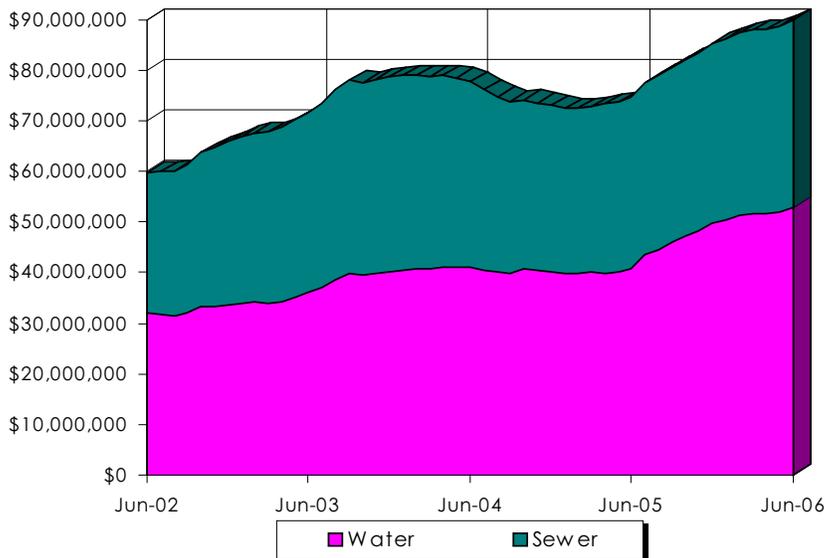
The overall annualized value was \$655,832,401, up 27.64% from the same period a year ago. The annualized value of new residential construction increased to a value of \$161,459,646, up 6.59% from a year ago. The annualized value of new commercial construction increased 36.44% to \$494,372,755.*

* 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 June were \$5,363,909 and \$3,358,222, representing increases of 18.15% and 14.51% respectively, compared to June 2005 revenues. The aggregate water and sewer accounts netted \$8,722,131 for an increase of 16.72%.

ANNUALIZED WATER & SEWER BILLINGS

FIGURE XII



June consumption brought annualized revenue of \$52,891,519 for water and \$37,150,863 for sewer, totaling \$90,042,382. This total represents an increase of 20.61% compared to last year's annualized revenue.

Figure XII presents the annualized billing history of water and sewer revenues for June 2002 through June 2006.



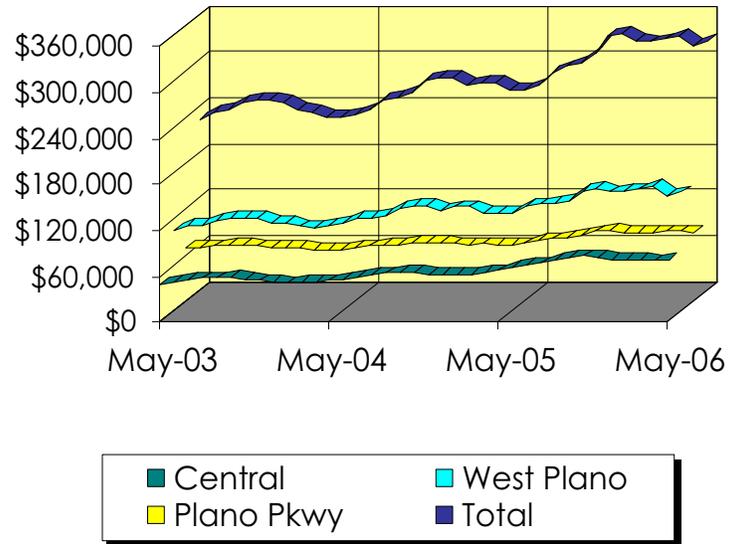
ECONOMIC ANALYSIS

May revenue from hotel/motel tax was \$357,847. This represents an increase of \$60,281 or 20.26% compared to May 2005. The average monthly revenue for the past six months (see graph) was \$324,046, an increase of 21.04% from the previous year's average. The six-month average for the Central area increased to \$80,617, the West Plano average increased to \$154,509, and the Plano Pkwy average increased to \$88,920 from the prior year.

*This 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.

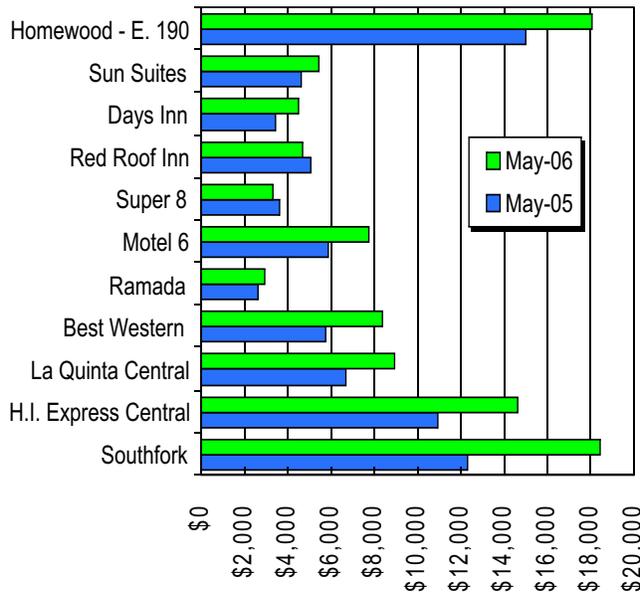
HOTEL/MOTEL OCCUPANCY TAX SIX MONTH TREND

FIGURE XIII



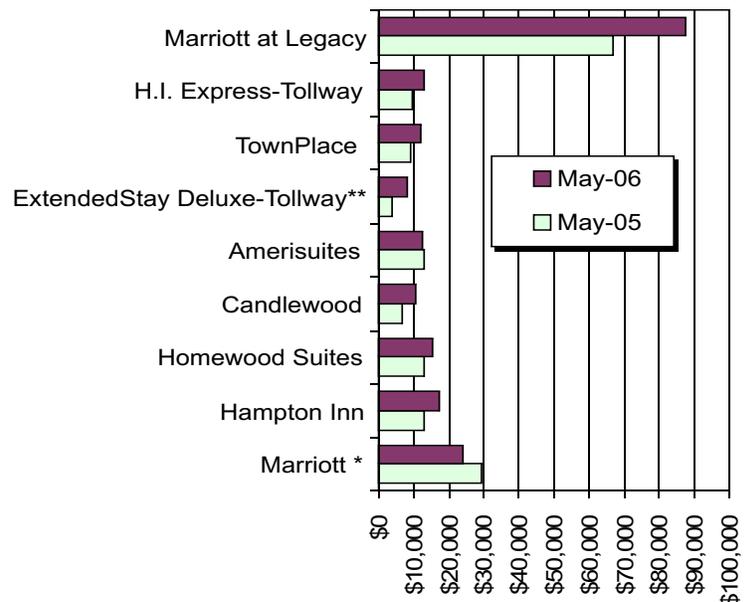
Figures XIV, XV and XVI show the actual occupancy tax revenue from each hotel/motel in Plano for May 2006 compared to the revenue received in May 2005.

HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - CENTRAL FIGURE XIV



*Wellesley Inn & Suites and Studio Plus became ExtendedStay Deluxe hotels in 2005.

HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - WEST PLANO FIGURE XV



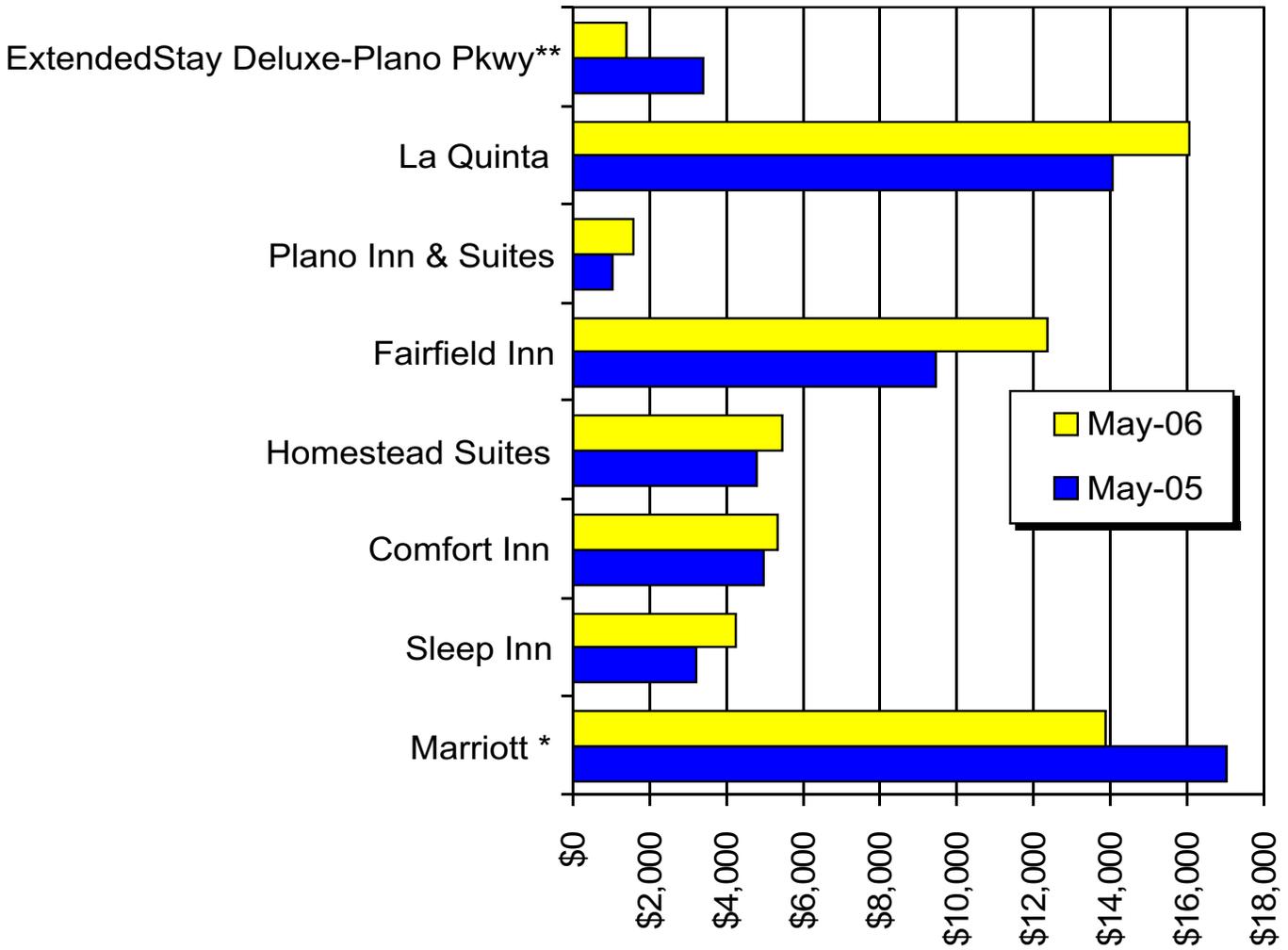
* Since August 2005, Marriott International Tax Revenue Numbers On This Graph Represent Two (2) Marriott-Owned Hotels (Courtyard By Marriott 1ND and Residence Inn #323)



ECONOMIC ANALYSIS

HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL-PLANO PKWY

FIGURE XVI



* Since August 2005, Marriott International Tax Revenue Numbers On This Graph Represent One (1) Marriott-Owned Hotel (Courtyard By Marriott #1N4)

SECTION 3

INVESTMENT REPORT



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

JUNE, 2006

Interest received during June totaled \$953,369 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 June, the two-year Treasury note yield increased throughout the month, starting at 5.02 and ending at 5.17.

As of June 30, a total of \$278.7 million was invested in the Treasury Fund. Of this amount, \$70.6 million was General Obligation Bond Funds, \$.5 million was Water & Sewer Revenue Bond Funds, and \$207.6 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 | \$9,418,000 | \$151,100,000 | \$117,416,000 | \$151,353,000 |
| (2) Interest Received | \$953,369 | \$6,688,917* | \$4,387,473 | \$6,338,580 |
| (3) Earnings Potential Factor | 124.0% | 127.3% | 117.4% | 119.4% |
| (4) Investment Potential | 105.5% | 104.7% | 107.9% | 108.8% |
| (5) Actual Aggressive Dividend | \$162,234 | \$143,930 | \$491,633 | \$653,700 |
| (6) Average 2 Year T-Note Yield | 5.11 | | 3.62 | |
| | | | | |

* 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 or cash accounts.
- (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 2006 to 2005.

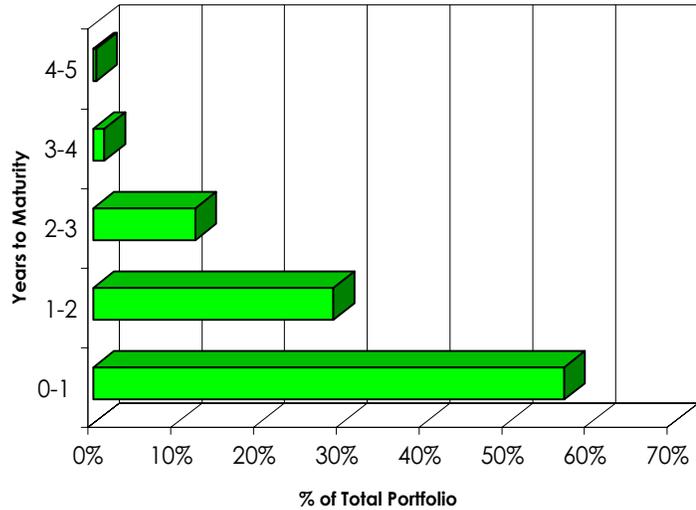
Month-to-Month Comparison

| | May 06 | Jun 06 | Difference |
|--------------------------------|--------|--------|-----------------------|
| Portfolio Holding Period Yield | 3.98 | 4.12 | .14 (14 basis points) |
| Avg. 2-Year T-Note Yield | 4.99 | 5.11 | .12 (12 basis points) |

INVESTMENT REPORT

Portfolio Maturity Schedule Figure I

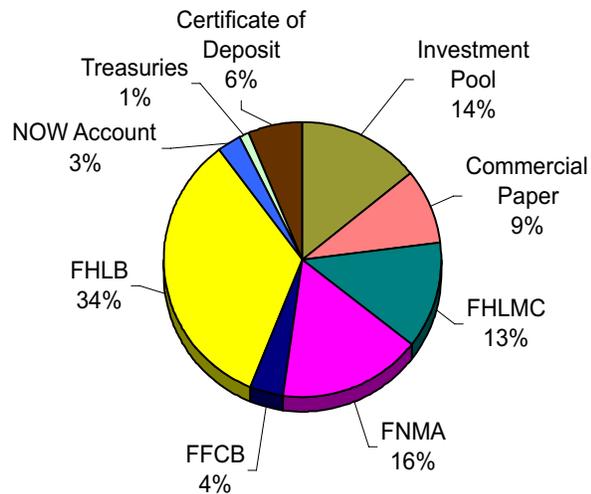
| Years to Maturity* | Face Value | % Total |
|--------------------|-----------------------|----------------|
| 0-1 | \$ 167,675,647 | 56.92% |
| 1-2 | 85,585,000 | 29.05% |
| 2-3 | 36,345,000 | 12.34% |
| 3-4 | 4,000,000 | 1.36% |
| 4-5 | 1,000,000 | 0.34% |
| Total | \$ 294,605,647 | 100.00% |



*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 | \$ 41,685,595 | 14.15% |
| Commercial Paper | 25,872,000 | 8.78% |
| FHLMC | 37,415,000 | 12.70% |
| FNMA | 48,500,000 | 16.46% |
| FFCB | 12,195,000 | 4.14% |
| FHLB | 98,830,000 | 33.55% |
| NOW Account | 7,608,051 | 2.58% |
| Treasuries | 4,000,000 | 1.36% |
| Certificate of Deposit | 18,500,000 | 6.28% |
| Total | \$ 294,605,647 | 100.00% |



INVESTMENT REPORT

Allocated Interest/Fund Balances June 2006

| Fund | Allocated Interest | | Fund Balance | |
|----------------------------------|------------------------|------------------------|--------------------------|----------------|
| | Current Month | Fiscal Y-T-D | End of Month | % of Total |
| General | 199,177.50 | 1,207,955.36 | \$ 44,745,570.69 | 16.06% |
| G.O. Debt Service | 116,787.99 | 542,514.14 | 29,091,369.30 | 10.44% |
| Street & Drainage Improvements | 1,590.74 | (657.29) | 390,279.92 | 0.14% |
| Sewer CIP | 17,080.93 | 105,371.99 | 4,133,503.83 | 1.48% |
| Capital Reserve | 124,174.84 | 716,852.23 | 31,415,797.88 | 11.27% |
| Water & Sewer Operating | 9,950.28 | 106,087.15 | 2,642,668.24 | 0.95% |
| Water & Sewer Debt Service | 12,542.39 | 70,785.73 | 3,284,072.37 | 1.18% |
| W & S Impact Fees Clearing | 10,140.85 | 44,294.37 | 2,701,856.83 | 0.97% |
| Park Service Area Fees | 18,654.77 | 110,291.73 | 4,748,899.14 | 1.70% |
| Property / Liability Loss | 21,962.18 | 135,703.60 | 5,514,410.89 | 1.98% |
| Information Services | 39,497.17 | 236,226.33 | 9,940,814.16 | 3.57% |
| Equipment Replacement | 37,560.77 | 240,552.60 | 9,116,374.11 | 3.27% |
| Developers' Escrow | 15,293.01 | 146,770.54 | 3,801,056.10 | 1.36% |
| G.O. Bond Funds | 288,715.44 | 1,451,499.39 | 70,592,114.75 | 25.33% |
| Municipal Drainage Bond Clearing | 18,240.52 | 95,572.12 | 4,537,586.75 | 1.63% |
| Other | 212,324.82 | 1,277,735.45 | 51,943,713.35 | 18.64% |
| Total | \$ 1,141,254.28 | \$ 6,465,596.16 | \$ 278,697,232.41 | 100.00% |

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of June 30, 2006, 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 | | Maturities/ Sold/Called | Weighted Avg Maturity (Days) | # Securities |
|--------|-------------------------------|-----------------|--------------|--|-------------------------|------------------------------|--------------|
| | | | Purchased* | | | | |
| 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 |
| Jun-05 | 253,295,488 | 3.04% | 4 | | 4 | 544 | 143 |
| Jul-05 | 248,309,619 | 3.08% | 7 | | 3 | 534 | 147 |
| Aug-05 | 256,490,797 | 3.16% | 4 | | 12 | 491 | 139 |
| Sep-05 | 220,697,804 | 3.15% | 3 | | 6 | 550 | 136 |
| Oct-05 | 213,238,232 | 3.18% | 3 | | 4 | 549 | 135 |
| Nov-05 | 206,838,872 | 3.22% | 8 | | 4 | 571 | 139 |
| Dec-05 | 231,473,520 | 3.40% | 13 | | 3 | 507 | 149 |
| Jan-06 | 259,337,641 | 3.57% | 5 | | 5 | 437 | 149 |
| Feb-06 | 282,073,077 | 3.70% | 6 | | 3 | 429 | 152 |
| Mar-06 | 318,399,324 | 3.89% | 13 | | 4 | 383 | 161 |
| Apr-06 | 311,430,085 | 3.91% | 9 | | 5 | 374 | 165 |
| May-06 | 303,581,868 | 3.98% | 4 | | 7 | 363 | 162 |
| Jun-06 | 294,605,647 | 4.12% | 5 | | 15 | 352 | 152 |

* Does not include investment pool purchases or changes in NOW account balances.



INVESTMENT REPORT

**Equity in Treasure Pool
By Major Category
Figure IV**

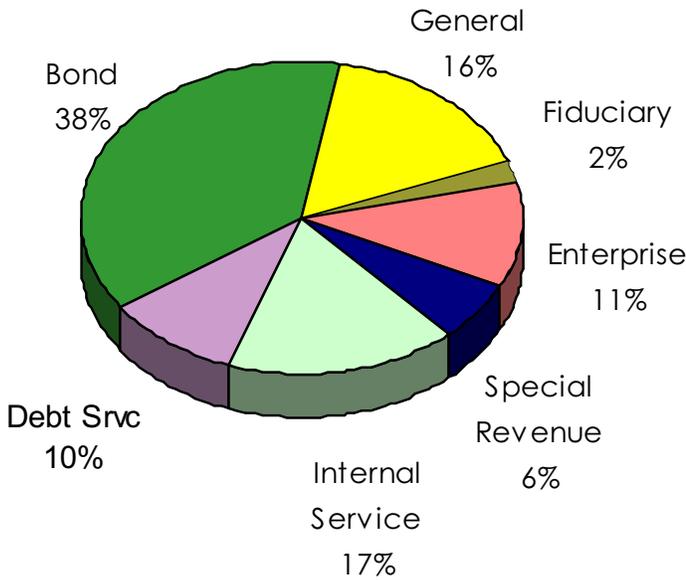
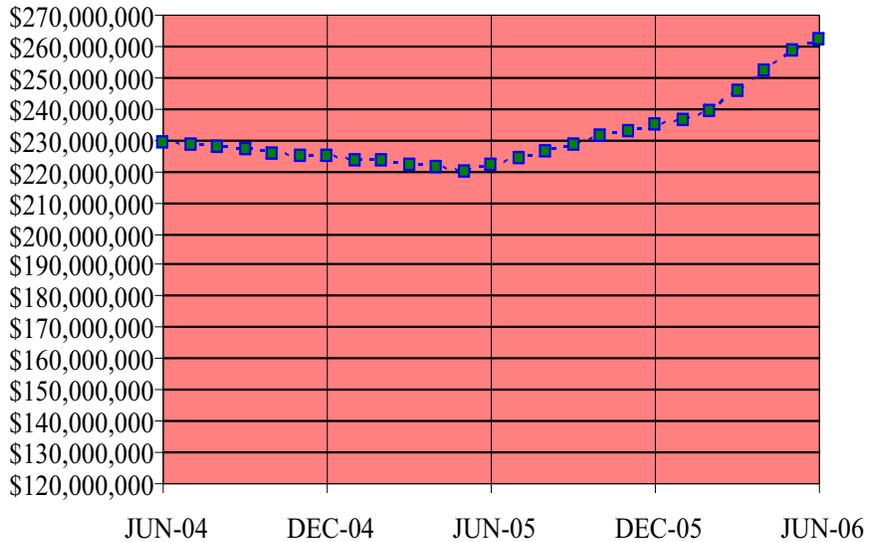


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of June 30, 2006. The largest category are the Bond Funds in the amount of \$108.1 million. Closest behind is the Internal Service Funds with a total of \$49.0 million, and the General Fund with \$47.5 million.

**Annualized Average Portfolio
Figure V**

The annualized average portfolio for June 30, 2006 was \$262,206,374. This is an increase of \$40,280,557 when compared to the June 2005 average of \$221,925,817.



SECTION 4

QUARTERLY INVESTMENT REPORT



Investment Report

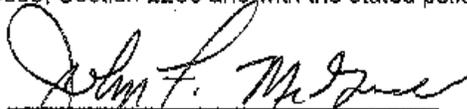
City of Plano

04/01/2006 - 06/30/2006

This report summarizes the investment position of the City of Plano for the period 04/01/2006 to 06/30/2006.

| | 04/01/06 | | 06/30/06 |
|---|-------------------|----|----------------|
| Book Value | \$ 317,618,509.43 | \$ | 294,150,547.79 |
| Market Value | \$ 312,931,712.76 | \$ | 289,293,837.27 |
| Par Value | \$ 318,399,323.82 | \$ | 294,605,646.60 |
| Change in Market Value | | \$ | 119,205.01 |
| Weighted Average Maturity (in Days) | 383 | | 352 |
| Weighted Average Yield-to-Maturity of Portfolio | 3.8952% | | 4.1158% |
| Yield-to-Maturity of 2-Year T-Note | 4.8200% | | 5.1700% |
| Accrued Interest in Period | | \$ | 1,033,021.41 |

This report is presented in accordance with Texas Government Code, Title 10, Section 2256.023. The undersigned hereby certify that, to the best of their knowledge on the date this report was created, this report is in compliance with provisions of Texas Government Code, Section 2256 and with the stated policies and strategies of the City of Plano, Texas .



 Director of Finance



 Treasurer

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Portfolio Position
City of Plano - Treasury
Effective Interest - Actual Life
Receipts in Period
04/01/06 - 06/30/06

| CUSIP | Invt/Sec | Maturity | Purchase | Par Value On | Par Value On | Market Val On | Market Val On | Amort Value | |
|----------------|-------------------------------------|------------|-------------------------|----------------|---------------|---------------|---------------|---------------|---------------|
| | | | | | | | | On | On |
| Continued Port | Legacy Texas Bank NOW Acct. | Cash | 12/02/05 | 06/01/06 | 06/30/06 | 04/01/06 | 06/30/06 | 04/01/06 | 06/30/06 |
| | Cash Total | | | 1,942,984.32 | 7,608,051.24 | 1,942,984.32 | 7,608,051.24 | 1,942,984.32 | 7,608,051.24 |
| | | 06-0075 | Certificates of Deposit | 5.07 10/05/06 | 04/20/06 | 0.00 | 1,000,000.00 | 0.00 | 1,000,000.00 |
| | | 06-0086 | Certificates of Deposit | 5.25 10/18/06 | 06/05/06 | 0.00 | 2,500,000.00 | 0.00 | 2,500,000.00 |
| | | 06-0081 | Certificates of Deposit | 5.25 12/22/06 | 06/05/06 | 0.00 | 2,500,000.00 | 0.00 | 2,500,000.00 |
| | | 06-0079 | Certificates of Deposit | 5.06 08/15/06 | 04/12/06 | 0.00 | 1,500,000.00 | 0.00 | 1,500,000.00 |
| | | 06-0073 | Certificates of Deposit | 5.02 08/27/06 | 04/11/06 | 0.00 | 2,000,000.00 | 0.00 | 2,000,000.00 |
| | | 05-0066-01 | Certificates of Deposit | 4.52 05/24/06 | 12/20/05 | 3,200,000.00 | 3,000,000.00 | 0.00 | 3,000,000.00 |
| | | 06-0071 | Certificates of Deposit | 5.15 08/21/06 | 04/21/06 | 0.00 | 2,000,000.00 | 0.00 | 2,000,000.00 |
| | | US-0009 | Certificates of Deposit | 5.03 09/07/05 | 04/12/06 | 0.00 | 1,000,000.00 | 0.00 | 1,000,000.00 |
| | | 06-0055-01 | Certificates of Deposit | 4.53 05/18/06 | 12/20/05 | 2,200,000.00 | 2,000,000.00 | 0.00 | 2,000,000.00 |
| | | 06-0054-01 | Certificates of Deposit | 4.55 06/11/06 | 12/20/05 | 3,200,000.00 | 3,000,000.00 | 0.00 | 3,000,000.00 |
| | | 06-0053-01 | Certificates of Deposit | 4.57 06/15/06 | 12/20/05 | 3,200,000.00 | 3,000,000.00 | 0.00 | 3,000,000.00 |
| | | 06-0057-01 | Certificates of Deposit | 4.53 06/15/06 | 01/10/06 | 2,200,000.00 | 2,000,000.00 | 0.00 | 2,000,000.00 |
| | | 06-0072 | Certificates of Deposit | 5.15 10/05/06 | 04/25/06 | 0.00 | 2,000,000.00 | 0.00 | 2,000,000.00 |
| | | 06-0082-01 | Certificates of Deposit | 4.57 06/28/06 | 12/20/05 | 3,200,000.00 | 3,000,000.00 | 0.00 | 3,000,000.00 |
| | | 06-0068 | Certificates of Deposit | 4.82 07/13/06 | 01/10/06 | 3,200,000.00 | 3,000,000.00 | 0.00 | 3,000,000.00 |
| | | 06-0074 | Certificates of Deposit | 5.07 08/21/06 | 04/20/06 | 0.00 | 1,000,000.00 | 0.00 | 1,000,000.00 |
| | Certificate of Deposit Total | | | | 19,800,000.00 | 18,500,000.00 | 19,000,000.00 | 18,000,000.00 | 19,500,000.00 |
| | 2189AD58 | 06-0014-01 | Commercial Paper | 0.00 04/05/06 | 12/02/05 | 800,000.00 | 800,000.00 | 0.00 | 800,000.00 |
| | 2189AF04 | 06-0044 | Commercial Paper | 0.00 09/01/06 | 03/07/06 | 3,000,000.00 | 3,000,000.00 | 2,842,248.25 | 2,979,070.21 |
| | 2189FL29 | 06-0082 | Commercial Paper | 0.00 11/02/06 | 06/15/06 | 0.00 | 1,210,000.00 | 0.00 | 1,197,571.66 |
| | 2189FV59 | 06-0086 | Commercial Paper | 0.00 12/15/06 | 06/27/06 | 0.00 | 2,000,000.00 | 0.00 | 1,953,890.20 |
| | 2422KH00 | 06-0045 | Commercial Paper | 0.00 03/05/06 | 03/07/06 | 1,454,000.00 | 1,454,000.00 | 1,422,214.25 | 1,422,793.13 |
| | 2625KH00 | 06-0040 | Commercial Paper | 0.00 03/24/06 | 03/14/06 | 3,000,000.00 | 3,000,000.00 | 2,945,056.36 | 2,978,030.58 |
| | 36259J12 | 06-0051 | Commercial Paper | 0.00 03/01/06 | 03/28/06 | 4,000,000.00 | 4,000,000.00 | 3,982,957.80 | 3,945,619.20 |
| | 5397AU08 | 06-0018-01 | Commercial Paper | 0.00 04/08/06 | 12/10/05 | 3,000,000.00 | 0.00 | 2,987,830.30 | 2,953,105.61 |
| | 5397AU15 | 06-0015-01 | Commercial Paper | 0.00 03/01/06 | 03/28/06 | 1,000,000.00 | 0.00 | 995,074.65 | 996,195.70 |
| | 5397AU25 | 06-0049 | Commercial Paper | 0.00 03/01/06 | 03/25/06 | 5,000,000.00 | 4,304,411.60 | 4,950,065.20 | 4,855,449.23 |
| | 5397AJ00 | 06-0083 | Commercial Paper | 0.00 10/10/06 | 06/21/06 | 0.00 | 1,200,000.00 | 0.00 | 1,182,113.90 |
| | 8822AJ00 | 06-0047-01 | Commercial Paper | 0.00 04/18/06 | 12/15/05 | 1,000,000.00 | 0.00 | 1,000,000.00 | 0.00 |
| | 8543FF08 | 06-0019-01 | Commercial Paper | 0.00 03/15/06 | 12/28/05 | 3,000,000.00 | 0.00 | 2,971,759.65 | 2,970,954.52 |
| | 8543FF09 | 06-0018-01 | Commercial Paper | 0.00 03/15/06 | 02/24/06 | 500,000.00 | 0.00 | 494,558.28 | 493,824.59 |
| | 86730U10 | 06-0048 | Commercial Paper | 0.00 03/01/06 | 03/22/06 | 5,000,000.00 | 5,000,000.00 | 4,905,747.26 | 4,906,303.35 |
| | Commercial Paper Total | | | | 31,932,000.00 | 25,972,000.00 | 31,476,910.14 | 25,616,821.67 | 31,499,076.68 |
| | 3133Q305 | 03-0216 | FFCB | 2.50 03/02/07 | 07/22/05 | 1,185,000.00 | 1,185,000.00 | 1,152,051.70 | 1,153,549.45 |
| | 3133Q306 | 03-0180 | FFCB | 2.95 06/12/06 | 08/12/05 | 2,000,000.00 | 2,000,000.00 | 1,815,120.00 | 1,807,503.00 |
| | 3133Q307 | 03-0227 | FFCB | 2.50 03/25/06 | 06/25/06 | 2,000,000.00 | 2,000,000.00 | 1,915,000.00 | 1,912,500.00 |
| | 3133Q308 | 06-0010-01 | FFCB | 2.50 05/23/06 | 1/23/06 | 2,500,000.00 | 0.00 | 2,492,975.00 | 2,490,000.00 |
| | 3133Q309 | 04-0051 | FFCB | 3.25 01/30/07 | 07/30/04 | 1,000,000.00 | 1,000,000.00 | 985,440.00 | 1,000,000.00 |
| | 3133Q310 | 06-0013 | FFCB | 4.25 11/27/06 | 1/28/05 | 1,000,000.00 | 1,000,000.00 | 986,860.00 | 1,000,000.00 |
| | 3133Q311 | 06-0033 | FFCB | 5.40 07/06/10 | 02/02/06 | 3,000,000.00 | 3,000,000.00 | 2,977,500.00 | 2,983,876.24 |
| | FFCB Total | | | | 12,695,000.00 | 10,195,000.00 | 12,430,646.70 | 9,918,865.45 | 12,680,249.90 |
| | 3133L215 | 04-0032 | FFCB Discount Note | 3.00 07/17/08 | 01/24/06 | 2,000,000.00 | 2,000,000.00 | 1,971,800.00 | 1,996,300.00 |
| | FFCB Discount Note Total | | | | 2,000,000.00 | 2,000,000.00 | 1,971,800.00 | 1,996,300.00 | 1,995,900.75 |
| | 3133Q312 | 06-0170-01 | FHLS | 2.375 06/12/06 | 06/12/06 | 1,000,000.00 | 0.00 | 995,000.00 | 0.00 |
| | 3133Q313 | 06-0170 | FHLS | 2.00 12/20/08 | 06/12/06 | 1,000,000.00 | 1,000,000.00 | 982,810.00 | 1,000,000.00 |
| | 3133Q314 | 06-0158 | FHLS | 3.00 12/20/07 | 06/12/06 | 2,000,000.00 | 2,000,000.00 | 1,952,500.00 | 1,958,260.00 |
| | 3133Q315 | 06-0159 | FHLS | 3.00 06/04/08 | 06/04/06 | 1,000,000.00 | 1,000,000.00 | 987,190.00 | 1,000,000.00 |
| | 3133Q316 | 06-0156 | FHLS | 3.10 05/04/06 | 06/04/06 | 1,000,000.00 | 1,000,000.00 | 990,000.00 | 1,000,000.00 |
| | 3133Q317 | 06-0164 | FHLS | 3.00 05/12/06 | 06/12/06 | 2,000,000.00 | 2,000,000.00 | 1,917,500.00 | 2,000,000.00 |
| | 3133Q318 | 06-0179 | FHLS | 3.00 05/12/06 | 06/12/06 | 2,000,000.00 | 2,000,000.00 | 1,617,500.00 | 1,911,260.00 |
| | 3133Q319 | 06-0172 | FHLS | 3.00 03/18/06 | 06/18/06 | 2,000,000.00 | 2,000,000.00 | 1,820,120.00 | 2,000,000.00 |
| | 3133Q320 | 06-0173 | FHLS | 2.50 12/18/06 | 06/18/06 | 2,280,000.00 | 2,280,000.00 | 2,219,040.00 | 2,228,625.00 |
| | 3133Q321 | 06-0178 | FHLS | 2.22 05/12/06 | 06/12/06 | 1,000,000.00 | 1,000,000.00 | 987,810.00 | 1,000,000.00 |
| | 3133Q322 | 06-0183 | FHLS | 3.00 05/20/06 | 06/20/06 | 1,000,000.00 | 1,000,000.00 | 990,000.00 | 1,000,000.00 |
| | 3133Q323 | 06-0175-01 | FHLS | 2.20 05/19/06 | 06/19/06 | 1,000,000.00 | 0.00 | 994,000.00 | 0.00 |
| | 3133Q324 | 06-0174 | FHLS | 2.50 03/19/07 | 06/19/06 | 1,000,000.00 | 1,000,000.00 | 978,250.00 | 1,000,000.00 |
| | 3133Q325 | 06-0185 | FHLS | 3.00 03/19/08 | 06/19/06 | 2,000,000.00 | 2,000,000.00 | 1,923,760.00 | 1,920,620.00 |
| | 3133Q326 | 06-0172-01 | FHLS | 2.20 05/28/06 | 06/28/06 | 1,400,000.00 | 0.00 | 1,440,465.00 | 0.00 |
| | 3133Q327 | 06-0177 | FHLS | 3.00 12/28/07 | 06/28/06 | 1,675,000.00 | 1,675,000.00 | 1,617,430.25 | 1,675,000.00 |
| | 3133Q328 | 06-0176 | FHLS | 3.25 05/26/08 | 06/26/06 | 1,000,000.00 | 1,000,000.00 | 988,440.00 | 1,000,000.00 |
| | 3133Q329 | 06-0180 | FHLS | 2.95 05/23/06 | 06/23/06 | 2,000,000.00 | 2,000,000.00 | 1,911,800.00 | 1,906,200.00 |
| | 3133Q330 | 06-0208 | FHLS | 2.40 05/26/07 | 06/26/06 | 2,000,000.00 | 2,000,000.00 | 1,928,120.00 | 2,000,000.00 |
| | 3133Q331 | 06-0181 | FHLS | 3.00 05/30/06 | 06/30/06 | 2,000,000.00 | 2,000,000.00 | 1,915,000.00 | 1,902,780.00 |
| | 3133Q332 | 06-0209 | FHLS | 2.50 05/26/07 | 06/26/06 | 1,000,000.00 | 1,000,000.00 | 988,060.00 | 1,000,000.00 |
| | 3133Q333 | 06-0212 | FHLS | 2.40 03/30/07 | 06/30/06 | 1,000,000.00 | 1,000,000.00 | 973,750.00 | 1,000,000.00 |
| | 3133Q334 | 06-0185 | FHLS | 2.85 05/28/06 | 06/28/06 | 2,000,000.00 | 2,000,000.00 | 1,913,680.00 | 1,913,120.00 |
| | 3133Q335 | 06-0187 | FHLS | 3.00 05/30/06 | 06/30/06 | 2,000,000.00 | 2,000,000.00 | 1,915,620.00 | 1,901,380.00 |
| | 3133Q336 | 06-0186 | FHLS | 3.00 06/30/06 | 06/30/06 | 1,300,000.00 | 1,300,000.00 | 936,860.00 | 1,000,000.00 |
| | 3133Q337 | 06-0190 | FHLS | 2.25 12/28/06 | 06/28/06 | 1,000,000.00 | 1,000,000.00 | 979,380.00 | 1,000,000.00 |
| | 3133Q338 | 06-0220 | FHLS | 2.75 01/04/08 | 07/04/06 | 1,370,000.00 | 1,370,000.00 | 1,004,282.10 | 1,070,000.00 |
| | 3133Q339 | 06-0192 | FHLS | 2.75 01/03/08 | 07/03/06 | 1,300,000.00 | 1,300,000.00 | 980,943.00 | 1,000,000.00 |
| | 3133Q340 | 06-0210 | FHLS | 2.87 07/02/06 | 07/02/06 | 1,500,000.00 | 1,500,000.00 | 1,431,082.00 | 1,428,875.00 |
| | 3133Q341 | 06-0204 | FHLS | 2.75 06/24/06 | 06/24/06 | 1,045,000.00 | 1,045,000.00 | 994,714.60 | 992,102.10 |
| | 3133Q342 | 06-0230 | FHLS | 2.00 12/23/06 | 06/30/06 | 1,000,000.00 | 1,000,000.00 | 977,310.00 | 1,000,000.00 |
| | 3133Q343 | 06-0223 | FHLS | 2.57 04/10/07 | 07/10/06 | 1,000,000.00 | 1,000,000.00 | 972,810.00 | 1,000,000.00 |
| | 3133Q344 | 06-0193 | FHLS | 3.00 07/11/08 | 07/11/06 | 2,000,000.00 | 2,000,000.00 | 1,912,500.00 | 1,908,830.00 |
| | 3133Q345 | 06-0218 | FHLS | 2.25 07/02/07 | 07/02/06 | 1,000,000.00 | 1,000,000.00 | 955,630.00 | 1,000,000.00 |
| | 3133Q346 | 06-0197 | FHLS | 2.75 06/30/06 | 06/30/06 | 1,000,000.00 | 1,000,000.00 | 988,440.00 | 1,000,000.00 |
| | 3133Q347 | 06-0198 | FHLS | 2.75 06/30/06 | 06/30/06 | 1,000,000.00 | 1,000,000.00 | 983,120.00 | 1,000,000.00 |
| | 3133Q348 | 06-0199 | FHLS | 3.00 07/14/08 | 07/14/06 | 2,000,000.00 | 2,000,000.00 | 1,911,580.00 | 1,908,230.00 |
| | 3133Q349 | 06-0220 | FHLS | 3.00 06/30/06 | 06/30/06 | 2,000,000.00 | 2,000,000.00 | 1,915,300.00 | 1,908,730.00 |
| | 3133Q350 | 06-0225 | FHLS | 3.10 07/15/06 | 07/15/06 | 1,8 | | | |

Portfolio Position
City of Plano - Treasury
Effective Interest - Actual Yield
Receipts in Period
04/01/06 - 06/30/06

| CUSIP | Invest Number | Security Description | Purchase Date | Par Value On 04/01/06 | Par Value On 05/31/06 | Market Val On 06/30/06 | Market Val On 06/30/06 | Amor Yld On 04/01/06 | Amor Yld On 06/30/06 |
|-------------|---------------|-----------------------|---------------|-----------------------|-----------------------|------------------------|------------------------|----------------------|----------------------|
| 3133XGWS3 | 04-0081 | F-LLB 3.02 07/27/07 | 04/27/04 | 1,000,000.00 | 1,000,000.00 | 973,446.00 | 974,380.00 | 1.00 | 1.00 |
| 3133XGYS6 | 04-0082 | F-LLB 3.01 01/30/06 | 04/30/04 | 1,000,000.00 | 1,000,000.00 | 964,390.00 | 965,130.00 | 1.00 | 1.00 |
| 3133XGJAE | 04-0086 | F-LLB 3.00 05/10/07 | 05/10/04 | 1,000,000.00 | 1,000,000.00 | 977,500.00 | 979,050.00 | 1.00 | 1.00 |
| 3133XGPH3 | 04-0089 | F-LLB 3.06 05/24/07 | 05/24/04 | 1,000,000.00 | 1,000,000.00 | 969,830.00 | 971,250.00 | 1.00 | 1.00 |
| 3133XGLY4 | 04-0091 | F-LLB 3.10 11/28/06 | 05/28/04 | 1,000,000.00 | 1,000,000.00 | 966,580.00 | 968,010.00 | 1.00 | 1.00 |
| 3133XGLV1 | 05-0001 | F-LLB 3.025 12/20/07 | 12/20/04 | 1,000,000.00 | 1,000,000.00 | 979,130.00 | 979,250.00 | 1.00 | 1.00 |
| 3133XGERS | 05-0022-01 | F-LLB 3.10 04/28/06 | 04/28/05 | 1,000,000.00 | 1,000,000.00 | 990,750.00 | 990,750.00 | 1.00 | 1.00 |
| 3133X4BLD | 05-0018 | F-LLB 3.00 07/27/07 | 07/27/05 | 1,000,000.00 | 1,000,000.00 | 965,840.00 | 966,360.00 | 1.00 | 1.00 |
| 3133X4H63 | 05-0001 | F-LLB 5.00 10/27/06 | 10/27/05 | 1,000,000.00 | 1,000,000.00 | 991,580.00 | 992,540.00 | 1.00 | 1.00 |
| 3133X4RVZ | 05-0001 | F-LLB 5.00 05/09/06 | 05/09/05 | 1,000,000.00 | 1,000,000.00 | 991,580.00 | 992,540.00 | 1.00 | 1.00 |
| 3133X4VZ2 | 05-0001 | F-LLB 5.00 05/09/06 | 10/09/05 | 2,000,000.00 | 2,000,000.00 | 1,999,580.00 | 1,999,580.00 | 2.00 | 2.00 |
| 3133X4D46 | 05-0005 | F-LLB 5.00 05/23/06 | 11/23/05 | 2,000,000.00 | 2,000,000.00 | 1,999,380.00 | 1,999,380.00 | 2.00 | 2.00 |
| 3133XEV71 | 05-0042 | F-LLB 5.125 03/09/06 | 03/09/06 | 1,000,000.00 | 1,000,000.00 | 997,500.00 | 997,500.00 | 1.00 | 1.00 |
| FHLB Total | | | | 101,780,000.00 | 98,830,000.00 | 98,999,140.85 | 98,545,039.85 | 101,778,409.85 | 98,828,616.11 |
| 3126X1CY1 | 05-0146-01 | F-LLMC 2.50 05/18/06 | 05/18/03 | 1,000,000.00 | 1,000,000.00 | 998,780.00 | 998,780.00 | 1.00 | 1.00 |
| 3126X1D05 | 04-0075 | F-LLMC 3.20 05/21/06 | 05/19/04 | 1,000,000.00 | 1,000,000.00 | 962,570.00 | 969,750.00 | 1.00 | 1.00 |
| 3126X1DK0 | 05-0155 | F-LLMC 3.10 11/28/07 | 05/28/03 | 2,000,000.00 | 2,000,000.00 | 1,931,390.00 | 1,936,500.00 | 1.99 | 1.99 |
| 3126X1F89 | 05-0166 | F-LLMC 3.25 05/04/06 | 05/04/03 | 1,000,000.00 | 1,000,000.00 | 965,130.00 | 966,000.00 | 1.00 | 1.00 |
| 3126X1F8E | 05-0161 | F-LLMC 3.10 05/27/06 | 05/27/03 | 1,000,000.00 | 1,000,000.00 | 960,290.00 | 962,600.00 | 1.00 | 1.00 |
| 3126X1G03 | 05-0162-01 | F-LLMC 2.28 05/02/06 | 05/25/03 | 1,000,000.00 | 1,000,000.00 | 985,530.00 | 985,530.00 | 1.00 | 1.00 |
| 3126X1G09 | 03-0167-01 | F-LLMC 2.125 08/09/06 | 08/09/03 | 2,000,000.00 | 2,000,000.00 | 1,989,460.00 | 1,989,460.00 | 2.00 | 2.00 |
| 3126X1L05 | 05-0189 | F-LLMC 2.70 12/17/07 | 05/17/03 | 1,000,000.00 | 1,000,000.00 | 961,250.00 | 962,070.00 | 1.00 | 1.00 |
| 3126X1L09 | 05-0182 | F-LLMC 2.70 12/17/07 | 05/17/03 | 3,000,000.00 | 3,000,000.00 | 2,983,790.00 | 2,983,210.00 | 3.00 | 3.00 |
| 3126X1L04 | 05-0205-01 | F-LLMC 2.00 05/09/06 | 05/21/03 | 1,000,000.00 | 1,000,000.00 | 994,510.00 | 994,510.00 | 1.00 | 1.00 |
| 3126X1L14 | 05-0184 | F-LLMC 2.50 12/24/07 | 08/24/03 | 1,000,000.00 | 1,000,000.00 | 957,610.00 | 958,030.00 | 1.00 | 1.00 |
| 3126X1L14 | 03-0205 | F-LLMC 2.50 12/21/07 | 08/24/03 | 1,000,000.00 | 1,000,000.00 | 957,610.00 | 958,030.00 | 1.00 | 1.00 |
| 3126X1M00 | 05-0181 | F-LLMC 2.05 12/29/06 | 05/30/03 | 1,000,000.00 | 1,000,000.00 | 977,840.00 | 978,260.00 | 1.00 | 1.00 |
| 3126X1NC7 | 03-0194 | F-LLMC 2.10 12/19/06 | 08/19/03 | 1,000,000.00 | 1,000,000.00 | 979,900.00 | 980,360.00 | 1.00 | 1.00 |
| 3126X1ND5 | 05-0185 | F-LLMC 2.40 12/28/07 | 05/27/03 | 1,000,000.00 | 1,000,000.00 | 955,720.00 | 956,340.00 | 1.00 | 1.00 |
| 3126X1DF7 | 05-0217 | F-LLMC 2.35 07/22/07 | 07/02/03 | 1,000,000.00 | 1,000,000.00 | 965,850.00 | 966,980.00 | 1.00 | 1.00 |
| 3126X2F06 | 04-0023-01 | F-LLMC 3.00 05/29/06 | 12/29/02 | 1,000,000.00 | 1,000,000.00 | 994,870.00 | 994,870.00 | 1.00 | 1.00 |
| 3126X2G13 | 04-0034 | F-LLMC 4.15 12/18/06 | 12/28/02 | 1,500,000.00 | 1,500,000.00 | 1,422,968.75 | 1,413,114.88 | 1,485,100.00 | 1,485,000.00 |
| 3126X2J10 | 04-0027 | F-LLMC 2.675 12/29/06 | 12/29/02 | 1,000,000.00 | 1,000,000.00 | 962,320.00 | 963,240.00 | 1,000,000.00 | 1,000,000.00 |
| 3126X2J09 | 04-0030 | F-LLMC 3.25 05/28/07 | 12/29/02 | 1,000,000.00 | 1,000,000.00 | 977,710.00 | 978,340.00 | 1,000,000.00 | 1,000,000.00 |
| 3126X2J05 | 04-0033 | F-LLMC 4.00 01/14/09 | 01/14/04 | 1,000,000.00 | 1,000,000.00 | 970,430.00 | 971,060.00 | 1,000,000.00 | 1,000,000.00 |
| 3126X2K05 | 04-0039 | F-LLMC 3.05 01/02/07 | 01/02/04 | 1,000,000.00 | 1,000,000.00 | 984,730.00 | 985,360.00 | 1,000,000.00 | 1,000,000.00 |
| 3126X2K06 | 04-0040 | F-LLMC 3.05 01/02/07 | 01/02/04 | 2,000,000.00 | 2,000,000.00 | 1,989,580.00 | 1,990,210.00 | 2,000,000.00 | 2,000,000.00 |
| 3126X2PA7 | 04-0058 | F-LLMC 3.00 07/27/07 | 07/27/04 | 1,000,000.00 | 1,000,000.00 | 969,470.00 | 970,100.00 | 1,000,000.00 | 1,000,000.00 |
| 3126X2PC2 | 04-0057 | F-LLMC 3.35 07/27/07 | 07/27/04 | 1,000,000.00 | 1,000,000.00 | 991,700.00 | 992,330.00 | 1,000,000.00 | 1,000,000.00 |
| 3126X2EV1 | 04-0087-01 | F-LLMC 2.55 05/11/06 | 05/10/04 | 1,000,000.00 | 1,000,000.00 | 997,450.00 | 997,450.00 | 1.00 | 1.00 |
| 3126X44K7 | 06-0078 | F-LLMC 3.75 11/15/03 | 05/15/03 | 2,000,000.00 | 2,000,000.00 | 1,987,220.00 | 1,987,220.00 | 2.00 | 2.00 |
| 3126X4G03 | 05-0085 | F-LLMC 4.40 08/22/07 | 08/22/06 | 1,000,000.00 | 1,000,000.00 | 989,400.00 | 989,820.00 | 1,000,000.00 | 1,000,000.00 |
| 3126X4F04 | 06-0050 | F-LLMC 5.20 11/01/05 | 03/24/06 | 1,000,000.00 | 1,000,000.00 | 999,021.00 | 999,440.00 | 1,000,000.00 | 1,000,000.00 |
| 3126X4S70 | 06-0008 | F-LLMC 4.30 11/03/05 | 11/03/05 | 1,000,000.00 | 1,000,000.00 | 991,650.00 | 992,070.00 | 1,000,000.00 | 1,000,000.00 |
| 3126X4R06 | 02-0074 | F-LLMC 5.75 01/25/07 | 01/25/02 | 2,000,000.00 | 2,000,000.00 | 1,999,680.00 | 1,999,100.00 | 2,000,000.00 | 2,000,000.00 |
| 3134X4UB8 | 04-0043 | F-LLMC 2.75 08/15/06 | 03/07/06 | 2,750,000.00 | 2,750,000.00 | 2,727,670.00 | 2,727,670.00 | 2.75 | 2.75 |
| 3134X4UB4 | 06-0050 | F-LLMC 2.75 10/15/05 | 04/27/06 | 3,000,000.00 | 3,000,000.00 | 2,997,500.00 | 2,997,500.00 | 3.00 | 3.00 |
| FHLMC Total | | | | 39,415,000.00 | 37,415,000.00 | 38,001,049.75 | 36,607,329.80 | 39,391,177.77 | 37,374,791.19 |
| 3135X0M80 | 06-0076 | FNMA 4.00 10/16/06 | 05/05/06 | 1,000,000.00 | 1,000,000.00 | 998,900.00 | 999,820.00 | 1.00 | 1.00 |
| 3135X0F81 | 06-0057 | FNMA 5.05 02/07/11 | 2/07/06 | 1,000,000.00 | 1,000,000.00 | 990,840.00 | 991,760.00 | 1.00 | 1.00 |
| 3135X0M46 | 06-0047 | FNMA 5.15 09/21/07 | 09/21/06 | 2,500,000.00 | 2,500,000.00 | 2,495,025.00 | 2,495,025.00 | 2,500,000.00 | 2,500,000.00 |
| 3135X0M14 | 06-0077 | FNMA 4.375 10/15/09 | 10/15/06 | 3,000,000.00 | 3,000,000.00 | 2,991,670.00 | 2,991,670.00 | 3.00 | 3.00 |
| 3135X0A08 | 04-0071 | FNMA 2.00 08/31/06 | 03/31/04 | 1,000,000.00 | 1,000,000.00 | 963,130.00 | 963,130.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0M45 | 06-0016 | FNMA 5.25 12/11/06 | 12/20/04 | 1,000,000.00 | 1,000,000.00 | 996,580.00 | 996,580.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0A20 | 03-0030 | FNMA 5.00 12/13/07 | 12/13/03 | 3,000,000.00 | 3,000,000.00 | 2,997,020.00 | 2,997,020.00 | 3,000,000.00 | 3,000,000.00 |
| 3135X0A07 | 03-0196 | FNMA 2.85 08/20/06 | 08/20/03 | 1,000,000.00 | 1,000,000.00 | 948,140.00 | 948,560.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0C07 | 03-0211 | FNMA 2.75 08/20/06 | 08/20/03 | 1,000,000.00 | 1,000,000.00 | 951,250.00 | 951,670.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0Y09 | 03-0193 | FNMA 2.50 12/24/07 | 08/24/03 | 1,000,000.00 | 1,000,000.00 | 957,810.00 | 958,230.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0A07 | 04-0060 | FNMA 5.62 02/23/09 | 02/23/04 | 1,000,000.00 | 1,000,000.00 | 955,630.00 | 956,050.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0A08 | 04-0062-01 | FNMA 2.28 05/27/06 | 02/17/04 | 1,000,000.00 | 1,000,000.00 | 956,580.00 | 956,580.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0A14 | 04-0028 | FNMA 3.00 12/28/06 | 12/28/03 | 1,000,000.00 | 1,000,000.00 | 954,300.00 | 954,720.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0A08 | 04-0031-01 | FNMA 2.58 08/29/06 | 12/29/03 | 1,000,000.00 | 1,000,000.00 | 954,380.00 | 954,380.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0A11 | 04-0014 | FNMA 3.42 08/10/07 | 11/10/03 | 1,000,000.00 | 1,000,000.00 | 981,890.00 | 982,310.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0A11 | 04-0052 | FNMA 3.00 01/20/07 | 01/20/04 | 1,000,000.00 | 1,000,000.00 | 982,810.00 | 983,230.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0A28 | 04-0058 | FNMA 4.05 01/16/09 | 01/16/04 | 2,000,000.00 | 2,000,000.00 | 1,944,380.00 | 1,944,380.00 | 2,000,000.00 | 2,000,000.00 |
| 3135X0M44 | 04-0076-01 | FNMA 2.00 04/20/06 | 04/20/04 | 1,000,000.00 | 1,000,000.00 | 950,440.00 | 950,440.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0M02 | 05-0009 | FNMA 2.875 11/09/06 | 11/23/04 | 2,500,000.00 | 2,500,000.00 | 2,467,200.00 | 2,467,200.00 | 2,495,279.66 | 2,495,279.66 |
| 3135X0M21 | 05-0008 | FNMA 3.30 11/24/06 | 11/24/04 | 1,000,000.00 | 1,000,000.00 | 962,490.00 | 962,910.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0M10 | 05-0007 | FNMA 3.80 11/17/06 | 11/17/04 | 1,000,000.00 | 1,000,000.00 | 967,610.00 | 968,030.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0M10 | 05-0024 | FNMA 4.00 02/01/08 | 02/01/04 | 1,000,000.00 | 1,000,000.00 | 960,540.00 | 960,960.00 | 1,000,000.00 | 1,000,000.00 |
| 3135X0M13 | 05-0035 | FNMA 5.25 12/15/06 | 02/08/06 | 3,000,000.00 | 3,000,000.00 | 2,969,750.00 | 2,970,170.00 | 2,997,666.77 | 2,997,666.77 |
| 3135X0M13 | 05-0034 | FNMA 6.25 12/15/06 | 02/08/06 | 3,000,000.00 | 3,000,000.00 | 2,968,750.00 | 2,969,170.00 | 2,997,666.77 | 2,997,666.77 |

MEMO

DATE: July 17, 2006

TO: Honorable Mayor and City Council
City Manager Muehlenbeck
City Secretary Bealke

FROM: Di Zucco, Assistant City Secretary 

RE: Personnel Appointment - Executive and Worksession Meetings

The following appointments will be considered at the July 24, 2006 Council Meeting.

| <u>Executive Session</u> | <u>Worksession Meeting</u> |
|--|---|
| <u>Reappointments:</u> Arts of Collin County Board of Directors Board of Adjustment Building Standards Commission Planning and Zoning Commission | <u>Appointments</u> Civil Service Commission (resignation of Daniel Zadorozny) <u>Reappointments:</u> Animal Shelter Advisory Committee Civil Service Commission Community Relations Commission Cultural Affairs Commission Heritage Commission International Relations Advisory Commission Keep Plano Beautiful Commission Library Advisory Board Parks and Recreation Planning Board Plano Housing Authority Plano Transition & Revitalization Comm. Public Arts Committee Retirement Security Plan Committee Self Sufficiency Committee Senior Citizens Advisory Board Tax Increment Financing Reinvestment Zone No. 1 Board Technology Commission Transportation Advisory Committee |

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Memorandum

Date: July 17, 2006

To: Rod Hogan, Executive Director

From: Don Wendell, Director of Parks and Recreation

Subject: Plano Centre Recommendations

On June 26, 2006, the City Council heard a report from a consultant hired by the City to (1) update Plano Centre's five-year business plan, (2) make recommendations regarding expansion and enhancements to the facility, and (3) develop a list of options for the use of the land adjacent the center.

The report provides some specific recommendations which we would like to review with the City Council at their Preliminary Open Meeting on July 24, 2006. The recommendations are listed on the table on the following page.

c: Jim Stroup, Plano Centre Manager

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Plano Centre Recommendations

| Consultant Recommendation | Action | Date | Cost |
|--|--|--------------|---|
| Adopt the business and marketing plan goals, objectives, and timelines. | Goals have been assigned to staff for implementation over the next 5 years. | Various | To be determined for each year's operating budget |
| Adopt the facility renovations and enhancement plan. | Include in Capital Reserve Fund budgets over the next 5 years. | Various | \$5 million |
| Locate a vacant "Big Box" retail to offer alternative space to meet market demand and grow revenue. | Determine potential locations and determine feasibility based on expenses and revenues. | January 2007 | To be determined |
| Change the current booking policy to be more revenue focused instead of being based on a first available booking methodology. | Develop a policy that aligns Plano Centre with booking policies used at most other convention centers. | October 2006 | None |
| Engage a sports marketing specialist to evaluate the local and regional markets and venues for potential and future market demand. | Include in the FY 2007-08 budget. | October 2007 | \$100,000 |
| Engage a consultant to assess cost and feasibility of developing an outdoor plaza and open air arena adjacent to Plano Centre. | Include in the FY 2007-08 budget. | October 2007 | \$100,000 |

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Preliminary Open Meeting Agenda Item VI

Discussion and Direction Regarding
Recommendations from Public Art
Committee on future Sculpture in the Park

Jim Wear
Bob Drotman
Janet Shaw

*Pom
VIIa*

Preliminary Open Meeting Agenda Item VII

State Hurricane Evacuation Plan

Bruce Glasscock

*POM
VIIa*

Discussion/Action Items for Future Council Agendas

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.

August 1 – National Night Out, 6 – 9 p.m.

August 14

Technology Commission

Public Hearing on Budget & CIP, and Community Investment Program Presentation

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

August 19

Council Budget Worksession

Board/Commission Reception, Building Inspections Training Room, 2 p.m. – 3 p.m.

August 24

1st Public Hearing on Tax Rate, Council Chambers, 5 p.m.

District 4 Roundtable, Haggard Library Program Room, 7 p.m.

August 28

Dart Report

Mobility Report

Comprehensive Monthly Financial Report

Retirement Security Plan Committee

2nd Public Hearing on Tax Rate

September 4 – Labor Day Holiday

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

September 11

Self Sufficiency Report

Adopt Operating Budget, Community Investment Program, Set Tax Rate

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POM
VIII a

September 25

Dart Report
Mobility Report
Comprehensive Monthly Financial Report
Plano Housing Report

October 9

TIF 1 and 2 Report

October 10 - Council/P&Z Retreat, noon to 5 p.m., location TBD

October 23

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

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

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

November 13

November 23, 24 – Thanksgiving Holidays

November 27

Dart Report
Mobility Report
Comprehensive Monthly Financial Report

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

December 11

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

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VIII b

December 19
Dart Report
Mobility Report
Comprehensive Monthly Financial Report

December 22, 25 Christmas Holidays

January 1, 2007 – New Year Holiday

Pom
VIII C



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | | |
|--|----------------------------------|------------------------------------|------------------------------|--|--|
| CITY SECRETARY'S USE ONLY | | Reviewed by Purchasing | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable | |
| <input type="checkbox"/> Consent | <input type="checkbox"/> Regular | <input type="checkbox"/> Statutory | Reviewed by Budget | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable |
| Council Meeting Date: 7/24/06 | | Reviewed by Legal | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable | |
| Department: | City Manager's Office | | Initials | Date | |
| Department Head | Tom Muehlenbeck | | Executive Director | | |
| Dept Signature: | | City Manager | <i>[Signature]</i> | <i>[Signature]</i> | |
| Agenda Coordinator (include phone #): Sharon Wright ext. 7107 | | | | | |

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

CAPTION

Presentaton: To City of Plano From Mayor Lin of Hsinchu City, Taiwan, by Visiting PISD Students

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

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| List of Supporting Documents: | Other Departments, Boards, Commissions or Agencies |
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**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
June 26, 2006**

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans called the meeting to order at 5:10 p.m., Monday, June 26, 2006, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Deputy Mayor Pro Tem Magnuson. 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 and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:05 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion

Appointment of DART Board of Directors Representative

Upon a motion made by Council Member Stahel and seconded by Mayor Pro Tem Johnson, the Council voted 7-0 to reappoint Robert Pope to the DART Board of Directors.

DART Status Report

DART Board of Directors Representative Pope spoke to the tenth anniversary of light rail service, being ahead of rail service ridership projections, and ahead in sales tax receipts as well. He spoke to board policy requiring allocation of excess sales tax received above the budgeted amount into the reserve fund with availability of funds for energy related expenditures. Mr. Pope spoke to an upcoming Public Hearing regarding a draft of the 2030 Plan, and further spoke to the execution of the full funding grant agreement. He responded to the Council regarding the Cottonbelt light rail corridor and other alternatives identified by other cities.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Financial Report for the month of May and stated that revenue funds were doing well with the exception of the Golf Course Fund which was down from last year. He stated that fund expenditures are tracking well, unemployment is down, sales tax collections are up, and refuse collection funds are stabilizing. Mr. McGrane stated that single family housing starts are up slightly, building permits have increased, and spoke to water and sewer billings and to water usage being up for the month of May with anticipation of less water usage for the month of June. He spoke to hotel/motel occupancy tax seasonal trends and to portfolio yield increases.

Discussion Regarding Sex Offender Ordinance

Citizen Cara Mendelsohn, Huffman PTA President, addressed the Council regarding creating an ordinance that would restrict where certain registered sex offenders may live, spoke to the many facets of the issue, and to other PTAs in Plano that are interested in joining in the effort. She stated that approval has been received from the Texas PTA and National PTA organizations to move forward with this effort and that they have asked for documentation of this effort. Ms. Mendelsohn spoke to drafting an ordinance to restrict registered adult sex offenders of victims under the age of sixteen from living within 1,000 feet of a child safety zone which is interpreted to be a school, park or day care center. She spoke to the goal being to increase the safety of children who walk and bike to school, the public assuming that such restrictions are already law, and stated that there are laws in place for offenders who are on parole or probation. Ms. Mendelsohn stated that current laws in place do not apply to registered sex offenders, recommended that they do apply, spoke to states and cities that have enacted this law or who are pursuing it, considering who is an offender, and charts indicating offender statistics and to maps that would identify where offenders might live. She spoke to supporting the passage of a state law that would provide uniform residency policies and restrict sex offenders and provide severe punishment for not registering.

Chief of Police Rushin spoke to specifics of the Code of Criminal Procedure containing types of violations and offenders, and offenses that do not require supervision. He spoke to requirements of registering with the Police Department, information compiled on the offenders, checks on the offender's occupancy, and to the low recidivism rate in Plano. Chief Rushin spoke to ordinance provisions in other nearby Texas cities, types of crimes committed by sex offenders, levels of fines available, maps identifying where sex offenders could live if adopted, concerns with living arrangements, and cities not having the ordinance and therefore attracting more sex offenders. He stated that it is his recommendation that should the Council wish to regulate this offense that state law be looked at and that legislators be contacted. Chief Rushin spoke to inconsistent ordinances and recommended looking at a narrow scope such as the type of offender, the offense committed which may be sexually violent, the age of the victims to be protected such as victims under the age of sixteen, and spoke to possibly limiting this to adult offenders.

CAPERS Coordinator Peggye Beeman responded to the Council regarding types of offenses, and numbers of offenders who would fall under the proposed ordinance and who are not on probation or parole. Chief Rushin spoke to particulars of the ordinance that would have to be adhered to such as the offender driving around a prohibited area, and stated that requirements of the ordinance would be from this point forward only. Ms. Beeman spoke to only controlling where an offender lives and not where they go.

City Attorney Wetherbee responded to the Council regarding restraining the liberty interests of people with a general ordinance versus the courts having the power under community supervision to evaluate the case on an individual basis and based on what the restrictions should be. Chief Rushin responded to the Council regarding the ordinance being limited to sexually violent offenses and recommended that particulars be very specifically spelled out, clarification of adults and juveniles be determined, and stated that reports have been made on both sides of the issue as to the effectiveness of this type of ordinance. Ms. Mendelsohn spoke to other Plano PTAs who are interested in becoming involved in this effort and responded to the Council that she is comfortable with Chief Rushin's recommendations up to the point of sexually violent offenses and would request better clarification of the offenses. Chief Rushin responded to the Council regarding determining particulars of exclusion of certain offenses, determining the age of the child to be protected, narrowing the scope of the types of offenders, and further spoke to including every thing in every category. Ms. Wetherbee spoke to the regulation of any kind of conduct, stated that the importance of regulating is not to punish and would not stand a challenge, but should show what it is that is the emphasis of needing protection. She spoke to looking at what is creating the greatest vulnerability and determining a point in time or an offense that is a threat to the child.

Mayor Evans spoke to bringing back an ordinance for consideration, determining other offense criteria to include or not and to then identify the reason not to, and further provide a more complete description of the offense. By a show of hands, the Council concurred to bring an ordinance back for consideration providing information to the Council as stated by Mayor Evans and further provide incorporation of the 1,000 feet rule.

Chief Rushin responded to the Council regarding reasoning when determining the age for protection. City Attorney Wetherbee spoke to statutes that speak to younger victims and certain offenses and recommended that this information be provided the Council, and spoke to focusing on fashioning an ordinance that protects those that are most vulnerable. She recommended that a waiver be provided in cases of a court imposed lesser distance for those who are on community supervision as an affirmative defense for prosecution.

Mayor Evans convened the Preliminary meeting directly into the Regular Meeting at 7:10 p.m. where remaining Preliminary Items were discussed.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
June 26, 2006

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Mayor Evans convened the Council directly into the Regular Session on Monday, June 26, 2006, at 7:10 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council members were present with the exception of Deputy Mayor Pro Tem Magnuson.

The invocation was led by Father R. James Balint of Prince of Peace Catholic Community.

The Pledge of Allegiance was led by representatives of the Boys and Girls Clubs of Collin County.

Mayor Evans presented the 2006 Technology Excellence Award for the City of Plano for the MOTOMESH Wireless Project.

GENERAL DISCUSSION

Jack Lagos, citizen of the City, inquired whether speakers would be taken during consideration of amending regulations related to temporary signs. Mayor Evans advised that usually *General Discussion* offers a forum for those items not listed as Public Hearings and stated that due to the number of requests, speakers will be taken during consideration of the item. Mr. Lagos spoke regarding there being legal and hand-written versions of the Articles of Incorporation for the Arts of Collin County Commission and requested an agenda item so that evidence might be brought to the Council.

Creston Priddy, resident of Wichita Falls, stated concern regarding the police investigation of a complaint made against a physician in Plano. He spoke to the lack of follow-up by the investigator and stated that the case has not been presented to the district attorney.

Mr. Priddy requested the officer be removed from the case and investigated, that all files be removed from his possession and that the case be presented to the district attorney. Mayor Evans advised that these are administrative matters and that the City Manager will look into them.

Sonja Hammar, citizen of the City, spoke regarding Regular Agenda Item No. 5 related to Urban Centers and stated concern that the current amount of multi-family development is greater than the 30% forecast in 1989.

Christina Cervantes, citizen of Frisco, requested information regarding getting more red light cameras in the City and asked what is being done with regard to enforcement. City Manager Muehlenbeck advised that a response is being compiled.

BOARD/COMMISSION REPORTS

Parks and Recreation Chair Bellessa provided an update on Oak Point Park and Nature Preserve, bookings at the Oak Point Amphitheater and groundbreaking of the Tom Muehlenbeck Center. She advised that Archgate Park construction will begin this summer and spoke to development of the Park Master Plan update. Ms. Bellessa spoke to review and approval of the use of park land for several right-of-ways and utility easements and to review and approval of the 2006-07 Parks and Recreation Community Investment Program.

The Council resumed discussion of the Preliminary Open Meeting at this time.

Personnel – Boards and Commission Liaisons

Mayor Evans stated that Council Member Stahel would act as liaison for the North Texas Water District Board, North Texas Commission Delegate, Building Standards Commission, Memorial Day Committee, Plano Housing Authority, Self Sufficiency Committee, Keep Plano Beautiful Commission and Technology Commission. She stated that Mayor Pro Tem Johnson would act as liaison for the Chamber of Commerce Board of Directors, Regional Transportation Council, Board and Commission Review Committee, Community Finance Committee, Tax Abatement Council Committee, Library Advisory Board, Planning and Zoning Commission, McKinney Airport Tech Board and TX 21. Mayor Evans spoke to Council Member Ellerbe serving as liaison to the Planning and Zoning Commission, Public Art Committee, Plano Transition and Revitalization Commission, Parks and Recreation Planning Board, Board of Adjustment, Keep Plano Beautiful Commission and Animal Shelter Advisory Committee.

Mayor Evans stated that Deputy Mayor Pro Tem Magnuson would serve as liaison to the Cultural Affairs Commission, Transportation Advisory Committee, a combination of Sister Cities/Multi-Cultural Outreach Roundtable/International Relations Advisory Commission, NCTCOG Texas Clean Air Steering Committee, Collin County Appraisal District Board, Senior Citizens Advisory Board, Community Relations Commission and Memorial Day Committee. She advised that Council Member LaRosiliere will serve as liaison for the Plano Housing Authority, TIF #2, Community Relations Commission, Plano Economic Development Board, Community Finance, Tax Abatement Council Committee and Plano Transition and Revitalization Committee.

Mayor Evans spoke to Council Member Callison serving as liaison to the Public Art Committee, Youth Advisory Committee, Arts of Collin County Commission, Heritage Commission, Cultural Affairs Commission, Animal Shelter Advisory Board and Transportation Advisory Committee. Mayor Evans spoke to Council Member Dunlap serving as liaison to the Animal Shelter Advisory Committee, Board of Adjustment, Senior Citizens Advisory Board, Heritage Commission, Parks and Recreation Planning Board, Building Standards Commission, Youth Advisory Commission, Self Sufficiency Committee and Technology Commission. She advised that she would serve on the Collin County Mayors' Committee, Arts of Collin County Mayors' Committee, Dallas Regional Mobility Coalition, Plano Economic Development Board and TML/Legislative Action.

Council Items for Discussion/Action on Future Agendas

Council Member Dunlap requested an agenda item to consider recognizing Ross Perot for his contributions to the community. Mayor Evans concurred with this request.

Consent and Regular Agendas

City Manager Muehlenbeck requested that Consent Agenda Item "D," bid for Street Light Audit, be removed for individual consideration.

Council Member Dunlap requested that Consent Agenda Item "B," bid for Water Line Relocation, be removed for individual consideration due to a possible conflict of interest.

Council Reports

Mayor Pro Tem Johnson spoke to attendance at a celebration dinner of the Veterans of Foreign Wars, spoke regarding their community involvement and relayed their message of appreciation to the City for its support.

Council Member Ellerbe spoke to completion of a draft report from the Downtown Task Force and advised it would be coming forward to the Council in August. She spoke regarding efforts of the Public Art Committee to select an artist for the Oak Point Park and Nature Preserve, appointment of a selection panel for Haggard Library art and to research done on an outdoor sculpture.

CONSENT AGENDA

Upon a motion made by Council Member Ellerbe and seconded by Council Member LaRosiliere, the Council voted 7-0 to approve and adopt all remaining items as recommended and as follows:

Approval of Minutes [Consent Agenda Item (A)]

June 7, 2006
June 12, 2006

Approval of Expenditures

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

RFP No. 2006-121-B for Consultant for Health Clinic Feasibility Study to VODS Ltd., dba Practiva Health, in the amount of \$39,200. [Consent Agenda Item (C)] (See Exhibit "A")

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 design and construction of an addition to the Interurban Station, in the amount of \$188,469 from Centennial Contractors Enterprises, Inc., through a Texas Cooperative Purchasing Network contract; and authorizing the City Manager to execute all necessary documents (TCPN Contract No. R4538). [Consent Agenda Item (E)]

To authorize approval of the purchase of ornamental fencing and new concrete pavement for increased security at Fire Station No. 2, in the amount of \$61,794 from Centennial Contractors Enterprises, Inc., through an existing contract/agreement with TCPN, and authorizing the City Manager to execute all documents. (TCPN Vendor Contract No. R4538). [Consent Agenda Item (F)]

To authorize approval of the purchase of audio-visual equipment for the Police Training Center, in the amount of \$53,915 from Schoolhouse Audio-Visual through an existing contract/agreement with TCPN, and authorizing the City Manager to execute all documents. (TCPN Vendor Contract o. R4529). [Consent Agenda Item (G)]

To authorize the purchase of Diesel Fuel in the estimated annual amount of \$720,000 from Martin Eagle Oil Company through a City of Ft. Worth contract, and authorizing the City Manager to execute all necessary contract documents (Bid No. 03-0316). The current contract term is one year with one optional one-year renewal. [Consent Agenda Item (H)]

To authorize the purchase of Gasoline in the estimated annual amount of \$405,000 from Martin Eagle Oil Company through a City of Ft. Worth contract, and authorizing the City Manager to execute all necessary contract documents (Bid No. 04-0234). The current contract term is one year with two optional one-year renewals. [Consent Agenda Item (I)]

To authorize the purchase of four (4) Crane Carrier Cab and Chassis for Environmental Waste Services in the amount of \$435,372 from Bond Equipment Company, Inc. through the Texas Association of School Board Cooperative Purchasing Buyboard contract and authorizing the City Manager to execute all necessary documents. (208-04) [Consent Agenda Item (J)]

To authorize the purchase of Fleet Fuel Card and Management Services in the estimated annual amount of \$1,125,000 from Fuelman of DFW through a Tarrant County contract, and authorizing the City Manager to execute all necessary contract documents (RFP No. 2006-116). The current contract term is one year with three optional one-year renewals. [Consent Agenda Item (K)]

To authorize the purchase of one (1) Crane Carrier Cab and Chassis for the Commercial Diversion Program in the amount of \$120,706 from Bond Equipment Company, Inc. through the Texas Association of School Board Cooperative Purchasing Buyboard contract and authorizing the City Manager to execute all necessary documents. (208-04). [Consent Agenda Item (L)]

To authorize the purchase of Parking Lot Striping in the amount of \$30,000 from A&M Maintenance Services, Inc. through a (Cooperative Entity-City of Allen) contract, and authorizing the City Manager to execute all necessary documents (Cooperative Entity's Contract No. 2006-11-77). [Consent Agenda Item (M)]

To approve the purchase of Wireless Backhaul Broadband in the amount of \$610,000 from Motorola, Inc. through an existing contract/agreement with Houston Galveston Area Council (HGAC), and authorizing the City Manager to execute all necessary documents. (HGAC Contract #RA01-06) [Consent Agenda Item (N)]

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

To approve the terms and conditions of an Engineering Services Contract by and between the City of Plano and Huitt-Zollars, Inc. in the amount of \$335,200 for Rasor Road construction from Ohio Drive to S.H. 121 and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (O)]

To approve the terms and conditions of an Engineering Services Contract by and between the City of Plano and Parsons Transportation Group, Inc., in the amount of \$280,000 for Preston Road at Legacy Drive Intersection Improvements (TxDOT) project and authorizing the City Manager to execute all necessary documents. (Bid No. B113-04). [Consent Agenda Item (P)]

Approval of Expenditure

To GME Consulting Services, Inc., increasing the Professional Services Contract by \$28,344 for construction material testing in conjunction with the construction of the City of Plano Expansions to Operations and Equipment Services Building. [Consent Agenda Item (Q)]

Reimbursement of Oversize Participation

To approve and authorize reimbursement to EDS Information Services, L.L.C. for oversize participation for paving and oversize water line improvements on Headquarters Drive between Parkwood Boulevard and Preston Road in the amount of \$364,619. [Consent Agenda Item (R)]

Adoption of Resolutions

Resolution No. 2006-6-18(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments for the funding of a relevant recycling awareness campaign; authorizing its execution by the City Manager; and providing an effective date. This grant contract provides \$9,200 funding to cover expenses related to developing a campaign and implementing event recycling at a high school sporting event. [Consent Agenda Item (S)]

Resolution No. 2006-6-19(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments for the funding of a Green Outdoors Residential Education Outdoor Exhibit; authorizing its execution by the City Manager; and providing an effective date. This grant contract will provide funding in the amount of \$25,740 to cover costs for construction, implementation and educational materials. [Consent Agenda Item (T)]

Resolution No. 2006-6-20(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments for the funding of an Interactive Information Display System for the Environmental Education Center; authorizing its execution by the City Manager; and providing an effective date. This grant contract provides funding in the amount of \$74,560 to cover expenses related to the purchase of an interactive information display system. [Consent Agenda Item (U)]

Resolution No. 2006-6-21(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments for the funding of a Green Living Volunteer Corps Development Program; authorizing its execution by the City Manager; and providing an effective date. This grant contract provides funding in the amount of \$58,058 to cover expenses related to hiring temporary teachers for a source reduction curriculum and a Volunteer Coordinator. [Consent Agenda Item (V)]

Resolution No. 2006-6-22(R): To approve and authorize the refunds of property tax overpayments; and providing an effective date. [Consent Agenda Item (W)]

Resolution No. 2006-6-23(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (X)]

Resolution No. 2006-6-24(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 Midway Road Widening from Parker Road to Spring Creek Parkway and median improvements south of Parker Road; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (Y)]

Resolution No. 2006-6-25(R): To approve the terms and conditions of a Reimbursement Agreement by and between the City of Plano, EDS Information Systems and Trammell Crow Services, Inc., providing for the reimbursement of expenses relating to the engineering services for the design of Dominion Parkway between Headquarters Drive and Hedgcoxe Road; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (Z)]

Resolution No. 2006-6-26(R): To grant to the North Texas Municipal Water District 0.302 acres of land by Special Warranty Deed, known as the Spring Creek Lift Station, located in the Samuel Klepper Survey, Abstract No. 216, and located in the northwest quadrant of US 75 and SH 190; authorizing the City Manager to execute the Special Warranty Deed; and providing an effective date. [Consent Agenda Item (AA)]

Resolution No. 2006-6-27(R): To authorize the purchase of specialized online database library materials for the Plano Public Library System in the amount of \$33,000 from *infoUSA*, 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. [Consent Agenda Item (BB)]

Adoption of Ordinances

Ordinance No. 2006-6-28: To abandon all right, title and interest of the City, in and to that certain 0.298 acre temporary easement for construction for Spring Creek Parkway from Preston Road to Baywater Drive, being situated in the Robert Benningfield Survey, Abstract No. 99, which is located 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, LSM Land Partners, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. [Consent Agenda Item (CC)]

Ordinance No. 2006-6-29: To amend Section 12-72.1 and Section 12-73 of Article IV (Speed) of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances; to update the procedure for the addition or deletion of school zones, to revise the definition of school days, to revise the restriction on passing other vehicles in a school zone, to delete the midday school zone times, to list all school zones alphabetically by street name, to add and delete various zones, and to update the effective times and/or limits of various zones; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. [Consent Agenda Item (DD)]

Adoption of Resolutions

Resolution No. 2006-6-30(R): To authorize the Cities Aggregation Power Project, Inc. to negotiate an electric supply agreement for deliveries of electricity effective January 1, 2007; authorizing CAPP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing the chairman of CAPP to execute an electric supply agreement for deliveries of electricity effective January 1, 2007; and committing to budget for energy purchases in 2007 and 2008 and to honor the City of Plano's commitments to purchase power for its electrical needs in 2007 and 2008 through CAPP and providing an effective date. [Consent Agenda Item (EE)]

END OF CONSENT

Due to a possible conflict of interest, Council Member Dunlap stepped down on consideration of the following item.

Bid No. 2006-161-B for Ohio Drive 12” Water Line Relocation to Jim Bowman Construction Company, L.P. in the amount of \$75,785. The project consists of the relocation of the existing 12” water main under Ohio Drive to accommodate the future flyover of Ohio Drive over S.H. 121. [Consent Agenda Item (B)] (See Exhibit “B”)

Upon a motion made by Mayor Pro Tem Johnson and seconded by Council Member Ellerbe, the Council voted 6-0 to approve Bid No. 2006-161-B for Ohio Drive 12” Water Line Relocation to Jim Bowman Construction Company, L.P. in the amount of \$75,785.

Council Member Dunlap resumed his place at the bench.

Bid No. 2006-139-B for a fixed price in the amount of \$87,600 for Street Light Audit to Republic Electric. [Consent Agenda Item (D)] (See Exhibit “C”)

Director of Customer/Utility Services Israelson spoke to there being 12,378 unmetered street lights in the City and stated that the actual billings are \$3.2+ million for the last twelve months. He spoke to the number of outages, circuit outages and knockdowns and the amount of time required for repair. Mr. Israelson advised that since deregulation there has been an escalation in rates and spoke regarding billing issues. He spoke to this request providing a complete and accurate inventory and stated that the payback for the City would be that 336 street light errors can be corrected. Mr. Israelson responded to the Council that some lights are provided by Coserv, but that the inventory will cover the entire City and that these will be verified. He further advised that traditionally Coserv rates are lower since they are not deregulated.

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, the Council voted 7-0 to approve Bid No. 2006-139-B for a fixed price in the amount of \$87,600 for Street Light Audit to Republic Electric.

Public Hearing and approval of disbursement of grant funds in the total amount of \$57,198 awarded through the Byrne Justice Assistance Grant Project for the purpose of purchasing equipment resources, pursuant to the amendments made by Section 201 of H.R. 3036 of the 108th Congress, as passed by the House of Representatives on March 30, 2004. Under this grant, the City of Plano will be the fiscal agent and will disburse funds to the City of McKinney and the Collin County Sheriff’s Office as agreed upon in the Memorandum of Understanding signed by the three entities. [Regular Agenda Item (1)]

Chief Rushin spoke regarding distribution of the grant funds, stated that the purpose is to reduce crime and improve public safety and that funds cannot be used to supplement existing budgeted items. He advised that these funds will be used for police equipment and technology.

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 approve disbursement of grant funds in the total amount of \$57,198 awarded through the Byrne Justice Assistance Grant Project for the purpose of purchasing equipment resources, pursuant to the amendments made by Section 201 of H.R. 3036 of the 108th Congress, as passed by the House of Representatives on March 30, 2004.

Resolution No. 2006-6-31(R): To approve the terms and conditions of an Interlocal Cooperation Agreement between the City of Plano, Texas, the City of McKinney, Texas, and the County of Collin, Texas for the disbursement of the 2006 Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (2)]

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Stahel, the Council voted 7-0 to approve the terms and conditions of an Interlocal Cooperation Agreement between the City of Plano, Texas, the City of McKinney, Texas, and the County of Collin, Texas for the disbursement of the 2006 Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2006-6-31(R).

An ordinance to amend existing franchise Ordinance No. 2003-12-12 between the City of Plano and TXU Electric Delivery Company, a Texas Corporation, its successors and assigns, to provide for a different payment schedule; providing an extension of the franchise term; providing for TXU Electric Delivery acceptance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and providing a repealer clause; a severability clause and an effective date. First Reading [Regular Agenda Item (3)]

City Manager Muehlenbeck advised that Staff has requested this item be pulled and held until the July 24, 2006 Council meeting.

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, the Council voted 7-0 to hold an ordinance to amend existing franchise Ordinance No. 2003-12-12 between the City of Plano and TXU Electric Delivery Company, a Texas Corporation, its successors and assigns, to provide for a different payment schedule; providing an extension of the franchise term; providing for TXU Electric Delivery acceptance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and providing a repealer clause; a severability clause and an effective date until the July 24, 2006 Council meeting.

An ordinance to amend and extend the existing gas franchise between the City of Plano and Atmos Energy Corporation, a Texas and Virginia Corporation, to provide for a different consideration; providing for new expiration dates; providing for acceptance by Atmos Energy Corporation; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a repealer clause, a severability clause, and an effective date. First Reading [Regular Agenda Item (4)]

Director of Customer/Utility Services Israelson advised that this item represents agreement to extend the current franchise and stated that an adjustment is an amendment to the definition of gross revenues to eliminate the sale, transport and value of any gas sold to other gas utilities serving the citizens of Plano from gross revenues. He responded to the Council that the percentage charged will continue to be four percent.

Upon a motion made by Council Member Stahel and seconded by Mayor Pro Tem Johnson, the Council voted 7-0 to approve the first reading of an amendment and extension of the existing gas franchise between the City of Plano and Atmos Energy Corporation, a Texas and Virginia Corporation, to provide for a different consideration; providing for new expiration dates; providing for acceptance by Atmos Energy Corporation; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a repealer clause, a severability clause, and an effective date.

Resolution No. 2006-6-32(R): to accept and approve the “Urban Centers Study” as a guide for the future consideration of urban center development in the City of Plano, Texas; and providing an effective date. [Regular Agenda Item (5)]

Plano Transition and Revitalization Commission Chair Kissick spoke to Phase 1 focusing on learning about urban centers and developing criteria for their evaluation and Phase 2 in which three potential sites were studied in detail. He stated that the Planning and Zoning Commission has reviewed the final report and recommends approval. Mr. Kissick spoke regarding Plano’s transition from a bedroom community to an economic center and from a growing to a maturing City. He spoke to acknowledgement and establishment of a new form of development known as the urban center and advised that this report provides a framework for decision-makers and answers many of the questions that might arise.

Senior Planner Tovall spoke to the definition of urban centers as compact pedestrian-friendly places where the components of modern life are combined in mixed-use neighborhoods. She stated that they may not fit everywhere in the City and spoke to identifying their characteristics. Ms. Tovall spoke to the three levels of implementation identified as facilitation which centers on public education/visioning and includes public outreach and demonstrating a commitment to projects appropriately designed and located. She stated the second level of implementation is financial support which can include Chapter 380 grants, in-kind assistance, reduced development fees and assessment/tax exemption incentives. Ms. Tovall stated that the third level of implementation includes partnerships such as public improvement districts or tax increment financing districts. She spoke to Phase 2 in which criteria were tested and the role of urban centers was explored at three sites.

Ms. Tovall spoke to consideration of the Park Boulevard/Preston Road intersection which has experienced a decrease in its role as a retail hub. She stated that if Council were to move forward with this location they might consider phasing if the site is too large to develop as a single urban center.

Ms. Tovall spoke to considering the Parker Road Station area as it is served by light rail, has good access and a significant portion of the land in public ownership. She advised that current economics do not support construction of a parking structure and spoke to continuing to monitor DART's completion of the 2030 Service Plan as well as exploring opportunities to purchase land. Ms. Tovall stated that the Collin Creek Corridor generally has good access and that if DART expansion includes an east/west connection it may be linked to a rail station. She spoke to fragmented ownership in the area and the potential to uncover the creek and build the nature feature back into the site. Ms. Tovall spoke to continuing to work with owners of the mall, preparation of a master plan for Chisholm trail enhancements/extension and working with DART and the mall to maximize the use of bus routes as connectors to the rail station and other key locations.

Ms. Tovall spoke to the Transition and Revitalization Commission's view that future urban centers can benefit the City and should play a role in its long-term future. She responded to the Council stating that housing is an important part of the mixed-use environment, but that it would be preliminary to discuss whether it would be rental or owner occupied.

Upon a motion made by Council Member Stahel and seconded by Council Member Callison, the Council voted 7-0 to accept and approve the "Urban Centers Study" as a guide for the future consideration of urban center development in the City of Plano, Texas; and providing an effective date; and further to adopt Resolution No. 2006-6-32(R).

Consideration and direction of the Plano Centre Study consisting of five year business plan and strategic land use recommendations. [Regular Agenda Item (6)]

Director of Parks and Recreation Wendell advised that the scope of the study included review and update of the business plan and the marketing plan; recommendations for expansion, enhancements and renovation and options to be considered for land adjacent to the facility.

Karen Jordan-Markham of Executive Solution Partners stated that there have been no major renovations since the facility's construction in 1990, it does not meet comparative standards, approximately \$1.9 million remains to be paid on general obligation bonds, it currently has a 75% return on operating and investment costs, current booking policy is a barrier to further revenue generation, it does not meet desires of some citizens for a true civic center, market demand is greater than can be addressed, potential revenue is being turned away due to lack of space and that it operates at maximum occupancy with rates that are competitive and sometimes above the competition.

Ms. Jordan-Markham spoke to Phase 1 addressing recommendations for expansion, enhancement and renovation and stated that the facility needs to be updated to remain competitive and that the anticipated cost would be \$5 to \$7 million and include an overall master plan, interior/exterior repair and update, lighting, technology, signage and expanding the Northbrook room size. She spoke to Phase 2 addressing the business and marketing plans and advised that if the facility is to continue producing more revenue it will need to address an expansion to include alternative off-site venues and/or expanding the catering market revenues at off-site venues, changing the booking policy, developing a new website and addressing the market demand for more sporting venues.

Ms. Jordan-Markham spoke to Phase 3 addressing options for the best use of acreage adjacent to the facility and provided the following options: make the center a true civic center, sell the facility and associated land and invest in a new facility closer to hotels and the corporate market, take advantage of the reuse of “big box” retail for events, meetings and a limited number of sporting events, expand the facility with an arena/parking garage, and develop an outdoor events plaza/open air arena.

Ms. Jordan-Markham spoke to the recommendations to: adopt the renovation and enhancement plan proposed in the 2006-07 budget, adopt the business and marketing plans, locate potential or currently vacant “big box” retail sites to offer alternative space, engage a sports marketing specialist to evaluate the local/regional market, and engage an architectural/engineering firm to determine market and financial feasibility for building an enclosed or open air arena.

Ms. Jordan-Markham responded to the Council that “big box” sites do not have to be within a specific distance of the centre and that the optimum size of a “big box” is undetermined but that a review of current inventory may be beneficial. She advised that proposals would compliment Oak Point Park and anything bringing traffic to the area would benefit Plano Centre. Ms. Jordan-Markham spoke to meeting the demands of the citizens and City Manager Muehlenbeck spoke to the area of providing sports venues including softball, volleyball, etc. Ms. Jordan-Markham spoke to indoor events including gymnastics, volleyball, 3-on-3 basketball and to providing telescoping seating to allow for expandable areas. She spoke to the need for a parking facility if an outdoor arena were planned and to renting “big box” locations as a way to test the market. Ms. Jordan-Markham spoke regarding the current booking system reflecting a “first available basis” and recommended bookings be based on revenue instead. The Council concurred to consider recommendations at an upcoming meeting.

Upon a motion by Council Member Stahel and a second by Council Member Ellerbe, the Council voted 7-0 to accept the Plano Centre Study consisting of five year business plan and strategic land use recommendations.

Ordinance No. 2006-6-33: To amend Ordinance No. 2005-11-14, codified as Article XII, Temporary Signs, of Chapter 6, Buildings and Building Regulations, of the City of Plano Code of Ordinances by amending Section 6-486, Definitions, to provide a definition of an open house sign, and adding Section 6-492.1, Open House Signs, to provide additional rules for off-site signs advertising open houses; providing for penalty, severability, repealing, review and publication clauses; and establishing an effective date. [Regular Agenda Item (7)]

City Attorney Wetherbee spoke to the item addressing open house signs on private property and to utilizing the current definition allowing for minor messages on the signs such as the realtor’s name and contact information rather than requiring detailed information. Chief Building Official Mata spoke regarding homeowners giving permission for offsite signs, conducting spot checks and looking for a decrease in illegal signs as indications of the effectiveness of this ordinance. He advised that those placing the sign in an improper manner would be responsible and that they would be traced by following the directional signage. Ms. Wetherbee responded to Council Member Ellerbe, stating that the proposal does not include a limit to the number of signs that might be placed on a property or to the number that might be posted for a particular home.

Richard Simmons, citizen of the City, stated concern that the proposal negates current restrictions on signs in the public rights-of-way. Mayor Evans advised that limits will continue to be enforced on rights-of-way and that no committee was formed to consider this proposal. Mr. Simmons spoke to the possibility that passage of this proposal would open the door for other signs and in support of the Urban Centers Study. James Amick, citizen of the City and an original sign petition organizer spoke to passage of the referendum limiting temporary signs and to Council members "keeping the faith" over the years. Sonja Hammar, citizen of the City, stated concern that by not requiring identification on the signs there would be no way to enforce the proposed ordinance. She spoke regarding passage of the sign referendum, stated concern that this proposal is being considered by a closed process and requested the proposal be put to the voters.

Sharon Ketko, citizen of the City, spoke to the issue being relative to homeowners and not realtors, the effectiveness of open houses and stated that permission is being requested to place signs on private property and not in rights of way. David Haft, citizen of the City, spoke regarding his experience of selling a home as a result of an open house. Craig Perry, representing the Collin County Association of Realtors requested passage of the proposal.

Jack Lagos, citizen of the City, spoke to the issue of privacy when homeowners are being asked to have signs placed in their yards, to this item promoting solicitation on Saturdays and Sundays, to the possibility that other items might be sold under the guise of open houses and to the proposal favoring one commercial group over others. Marvin Jolly, representing Keller Williams Realty, spoke to realtors doing the best job they can for those selling their home and to the proposal initiating a climate of more home sales and higher pricing. John Woolard, citizen of the City, requested information fees that might be charged for sign placement. Mayor Evans and City Attorney Wetherbee advised that this is not restricted by the ordinance. Realtor Geri Cook-Lenahan spoke to homeowners' requests for open houses, the value of directional signage and competition with other cities.

Robin Weinrich, citizen of the City and realtor spoke to impulse shopping for homes. Edward R. Williams, citizen of the City, spoke to requiring identification and to removal of the signs immediately following the open house. City Attorney Wetherbee spoke to the varying times for open houses and the ordinance setting fixed periods to aid in enforcement. She advised that currently no off-site premise signs are allowed on private property. Mr. Williams spoke to not changing the current regulations and Ms. Wetherbee spoke to carrying forward the restriction on signs in the rights-of-way which was defined in the 1989 referendum. Bruce Rayburn, citizen of the City and realtor, spoke to the cost of signs and stated they are put out for short periods of time. Gerald Vokolek, past president of the Collin County Association of Realtors spoke to the original referendum addressing builder's signs, the difficulty of finding homes located in cul-de-sacs, the need to provide a service and to it being in the best interest of the realtors to remove their signs.

Mayor Evans thanked everyone for their input. Council Member LaRosiliere spoke to this request differing from the 1989-90 referendum and stated that he does not anticipate a proliferation of signage. He spoke to the issue being related to homeowners selling their houses, to review and follow-up and made a motion to approve the item. (No vote was taken at this time.)

Council Member Stahel stated preference for denial of the request, spoke to sign restrictions giving the City a competitive advantage over other communities and stated that any advantages will be offset by the number of signs that do not get picked up and other types of signs that may be placed. He spoke to twelve months being too long a period for review, the size proposed being too large and to requiring identification on the signs. He stated that if signs are permitted on private property there should be limits to the size, the number and a review in six months. Mr. Stahel spoke to maintaining the integrity of the referendum process and putting the decision to the voters rather than by Council amendment without advertised Public Hearings.

Council Member Ellerbe stated support for the proposal but concern that realtors continue to place signs in rights-of-way and a preference for including identifying information. Council Member Callison stated support for the proposal and spoke to realtors placing signs in the rights-of-way. City Attorney Wetherbee advised that with regard to determining whether or not permission was granted for sign placement that there would be no permitting process. Council Member Dunlap spoke in support of the request and to requiring a name on the sign for accountability, reducing the size of the sign and/or limiting the number of signs. The Council spoke to considering the results of passage of the ordinance by receipt of input from citizens and whether or not there is a proliferation of signage. Mayor Pro Tem Johnson spoke to passage of the proposal as being good for the community, in favor of review, to staying within elements of the 1990 referendum and to the impulsiveness of home sales.

Mr. Perry responded to Council Member Stahel that while he could not speak for the realtors' association, he would not be opposed to a reduction in the size of the signs. Ms. Wetherbee advised the Council that the size included mirrors the verbiage related to garage sale signs and Mr. Selso advised that reducing the size would not create any additional enforcement issues. Mr. Vokolek advised that he would make a commitment to the Council wherein the realtors' association would address those members placing signs in the rights-of-way.

A motion was made by Council Member LaRosiliere and seconded by Mayor Pro Tem Johnson, to amend Ordinance No. 2005-11-14, codified as Article XII, Temporary Signs, of Chapter 6, Buildings and Building Regulations, of the City of Plano Code of Ordinances by amending Section 6-486, Definitions, to provide a definition of an open house sign, and adding Section 6-492.1, Open House Signs, to provide additional rules for off-site signs advertising open houses with revision *limiting the sign size to four (4) square feet with a maximum height of thirty (30) inches*; providing for penalty, severability, repealing, review and publication clauses; and establishing an effective date and further to adopt Ordinance No. 2006-6-33 with revision. The Council voted 6-1 with Council Member Stahel voting in opposition. The motion carried.

There being no further discussion, Mayor Evans adjourned the meeting at 10:10 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: | 7/24/06 | Reviewed by Legal <i>ll</i> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable | |
| Department: | Purchasing Division | | Initials | Date | |
| Department Head | Mike Ryan | Executive Director | | | |
| Dept Signature: | <i>Mike Ryan</i> | City Manager | <i>JPR</i> | <i>7/12/06</i> | |
| Agenda Coordinator (include phone #): January Cook X7376 | | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER | | | | | |
| CAPTION | | | | | |
| Award/Rejection of Bid/Proposal for CSP No. 2006-133-B for the purchase of Inspection Software System to Garrison Enterprises, Inc. in the amount of \$57,000. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 05/06 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 48000 | 0 | 48000 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | -57000 | 0 | -57000 |
| BALANCE | | 0 | -9000 | 0 | -9000 |
| FUND(S): TECHNOLOGY FUND | | | | | |
| COMMENTS: Funds are included in the 2005-06 Technology Fund budget for the purchase of a Health Department Inspection Software System. Additional funds are available from savings on the other projects within the Technology Fund. | | | | | |
| STRATEGIC PLAN GOAL: The purchase of inspection software relates to the City's Goal of "Service Excellence". | | | | | |
| SUMMARY OF ITEM | | | | | |
| Staff recommends proposal of Garrison Enterprises, Inc. in the amount of \$57,000 be accepted as the best proposal meeting specifications for the purchase of Inspection Software System. The purpose of this system is to integrate all City of Plano Health Department inspection activities between the field operation, the office and the Internet to provide optimum program management of critical information resulting in more effective direction and utilization of City resources. | | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | | |
| Memo | | | | | |
| Combined Matrix | | | | | |

b-1



City of Plano

Health Department

MEMORANDUM

Date: July 6, 2006
To: Brian Collins, Director of Health
From: Steve Berry, Environmental Health Manager
Subject: Award of Electronic Inspection System

The selection committee assigned for review of proposals submitted for the Electronic Inspection System is recommending the proposal be awarded to Garrison Enterprises, Inc. The selection committee reviewed proposals from five vendors. Evaluations were conducted individually and each member completed an evaluation matrix. Based on evaluations, the committee decided it was not necessary to bring any vendors in for on-site presentations. The selection committee determined Garrison Enterprises, Inc. could provide the best, most cost effective program to meet all requirements of the Competitive Sealed Bid.

The program cost submitted by Garrison Enterprises is \$57,000. Initial funding approved as a 2005/06 budget supplement for the electronic inspection system was \$48,000, based on anticipated modules the Department would require. The additional \$9,000 to fund this program resulted from an additional module included in the Competitive Sealed Bid and was approved by the Budget Department on 6/15/06. Funding will be provided by Technology Services (Technology Fund).

Please advise if you have any questions.

B-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: | 7/24/06 | 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 Calmer</i> | City Manager | <i>[Signature]</i> | <i>7/14/06</i> | |
| Agenda Coordinator (include phone #): | | Dianna Wike Ext. 7549 | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER | | | | | |
| CAPTION | | | | | |
| Award/Rejection of Bid/Proposal for Bid No 2006-129-B for Steel Signal Pole Assembly to Structural & Steel Products in the amount of \$91,176.00. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 05/06, 06/07 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | | 0 | -432,358 | 0 | -432,358 |
| This Item | | 0 | -91,176 | 0 | -91,176 |
| BALANCE | | 0 | -523,534 | 0 | -523,534 |
| FUND(S): WAREHOUSE | | | | | |
| COMMENTS: .This item approves price quotes. Expenditures will be made in the Warehouse fund within the approved budget appropriations. The estimated amount is \$91,176.00. STRATEGIC PLAN GOAL: Signal Pole Assembly relates to the City's goal of "Safe and Efficient Travel" and "Service Excellence". | | | | | |
| SUMMARY OF ITEM | | | | | |
| Staff recommends bid of Structural & Steel Products in the amount of \$91,176.00, be accepted as lowest responsive, responsible bid, conditioned upon timely execution of any necessary contract documents. This is for the purchase of Steel Signal Pole Assembly. | | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | | |
| Bid Summary | | | | | |

CITY OF PLANO

BID NO. 2006-129-B STEEL SIGNAL POLE ASSEMBLY

BID RECAP

Bid opening Date/Time: April 25, 2006 @ 3:30pm

Number of Vendors Notified: 360

Vendors Submitting "No Bids": 1

Number of Bids Submitted: 4

Structural & Steel Products
K.W. Industries
JEM Engineering & Manufacturing,
Inc.
The Pole Company

Bids Evaluated Non-Responsive to Specification: 3

K.W. Industries
JEM Engineering & Manufacturing, Inc.
The Pole Company

Recommended Vendor(s):

Structural & Steel Products \$91,176.00

Dianna Wike

July 12, 2006

Dianna Wike, Buyer

Date

C-2



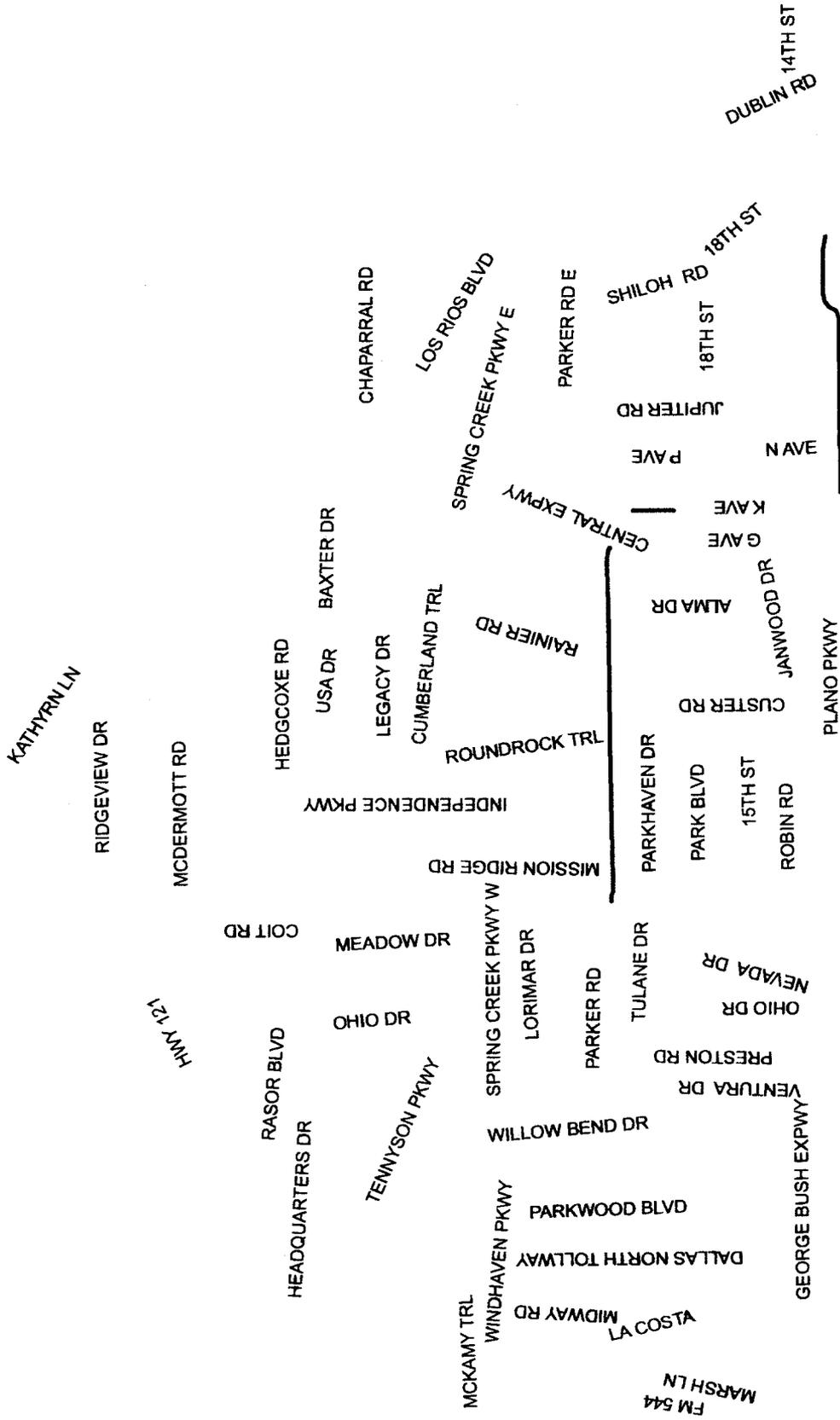
**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|--|--|---|--|
| 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: | 7/24/06 | Reviewed by Legal | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable |
| Department: | Public Works Administration (Michael Rapplean) | Initials | Date | |
| Department Head | Jimmy Foster | Executive Director | <i>[Signature]</i> | 7-17-06 |
| Dept Signature: | <i>[Signature]</i> | City Manager | <i>[Signature]</i> | 7/17/06 |
| Agenda Coordinator (include phone #): Margie Stephens (X4104) | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| Award, Rejection of Bids/Proposals, Bid No. 2006-166-B for the 2005- 2006 Arterial Concrete Repair – Parker Road, Archerwood Street and Plano Parkway, Project No. 5721, to Metric Concrete Services, Inc. in the amount of \$1,021,465.00 | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | 2005-06 | Prior Year (CIP Only) | Current Year | Future Years |
| Budget | | 1,936,594 | 4,300,000 | 2,300,000 |
| Encumbered/Expended Amount | | -1,936,594 | -2,821,716 | 0 |
| This Item | | 0 | -1,021,465 | 0 |
| BALANCE | | 0 | 456,819 | 2,300,000 |
| FUND(s): CAPITAL RESERVE | | | | |
| COMMENTS: Funds are included in the 2005-06 Capital Reserve Fund. This item, in the amount of \$1,021,465, will leave a current year balance of \$456,819, for the Arterial Concrete Replacement project. | | | | |
| STRATEGIC PLAN GOAL: Arterial concrete replacement relates to the City's Goal of Safe, Efficient Travel. | | | | |
| SUMMARY OF ITEM | | | | |
| Staff recommends the bid of Metric Concrete Services, Inc., in the amount of \$ 1,021,465.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents. | | | | |
| This project involves the repair of arterial street pavement on Parker Road between Coit and Premier Drive, Archerwood Street between Parker and Park Blvd and on Plano Parkway between "K" Ave and Los Rios Blvd. | | | | |
| The secondary vendor being recommended is McMahon Contracting, L.P. in the amount of \$1,199,520.00. | | | | |
| Engineer's estimate for this project is \$1,182,000.00. | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Bid Tabulation Location Map | | | | |

d.1

2005-2006 ARTERIAL CONCRETE REPAIR PROJECT PARKER ROAD, ARCHERWOOD AND PLANO PARKWAY

2.2



**CITY OF PLANO
BID TABULATION**

BID NO. 2006-166-B

**2005-2006 ARTERIAL CONCRETE REPAIR – PARKER ROAD,
ARCHERWOOD STREET AND PLANO PARKWAY
PROJECT NO. 5721**

THURSDAY, JUNE 22, 2006 @ 3:00 PM

| CONTRACTOR | BID BOND | TOTAL BID |
|-----------------------------------|-----------------|------------------|
| Metric Concrete Services, Inc. | Yes | \$1,021,465.00 |
| McMahon Contracting, L.P. | Yes | \$1,199,520.00 |
| Jim Bowman Construction Co., L.P. | Yes | \$1,295,880.00 |
| Jerusalem Corp. | Yes | \$1,787,275.00 |

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

Sharron Mason

Sharron Mason, Buyer

June 22, 2006

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

d-3



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|--|---------------------------------|------------------------|---|--|
| CITY SECRETARY'S USE ONLY | | Reviewed by Purchasing | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | Reviewed by Budget | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: | 7/24/06 | Reviewed by Legal | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable |
| Department: | Parks and Recreation | Initials | Date | |
| Department Head | Don Wendell | Executive Director | <i>[Signature]</i> | 7-17-06 |
| Dept Signature: | <i>[Signature: Don Wendell]</i> | City Manager | <i>[Signature]</i> | 7/17/06 |
| 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 checked="" type="checkbox"/> APPROVAL OF BID | <input type="checkbox"/> AWARD OF CONTRACT | <input type="checkbox"/> OTHER | |

CAPTION

Award/Rejection of Bid/Proposal and Conditional Acceptance of Bid No. 2006-163-B for the Big Lake Park - Lake Restoration to Paula Construction, Inc. in the amount of \$393,558.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

| FISCAL YEAR: 2005-06 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|-----------------------------|--------------------------|-----------------|-----------------|-----------------|
| Budget | 14,890 | 685,000 | 0 | 699,890 |
| Encumbered/Expended Amount | -14,890 | -42,110 | 0 | -57,000 |
| This Item | 0 | -393,558 | 0 | -393,558 |
| BALANCE | 0 | 249,332 | 0 | 249,332 |

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2005-06 Capital Reserve Fund. This item, in the amount of \$393,558, will leave a current year balance of \$249,332 for the Big Lake Park project.

STRATEGIC PLAN GOAL: Park restoration relates to the City's Goal of "Premier City for Families."

SUMMARY OF ITEM

Staff recommends that the bid received from Paula Construction, Inc. in the amount of \$393,558 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The base bid in the amount of \$316,122 is for silt excavation, dewatering, hauling, disposal, and site restoration. Alternate 1, in the amount of \$852 includes an additional 850 cubic yards of silt removal, Alternate 2 in the amount of \$82 includes an additional 80 cubic yards of silt removal, and Alternate 3 in the amount of \$76,502 includes an additional 8,500 cubic yards of silt removal. The bid of \$393,558 includes the base bid plus Alternate Bid 1, 2, and 3.

The bid of Paula Construction is significantly lower than the consultant's estimate of \$625,000 and the project budget of \$650,000. Paula Construction indicates that their bid is correct and that they will complete all contract items for the bid amount.

In the event the low bidder cannot execute contract documents, staff recommends that the project be awarded to Craig Olden, Inc. in the amount of \$461,900 for the base bid plus Alternates 1 and 2.



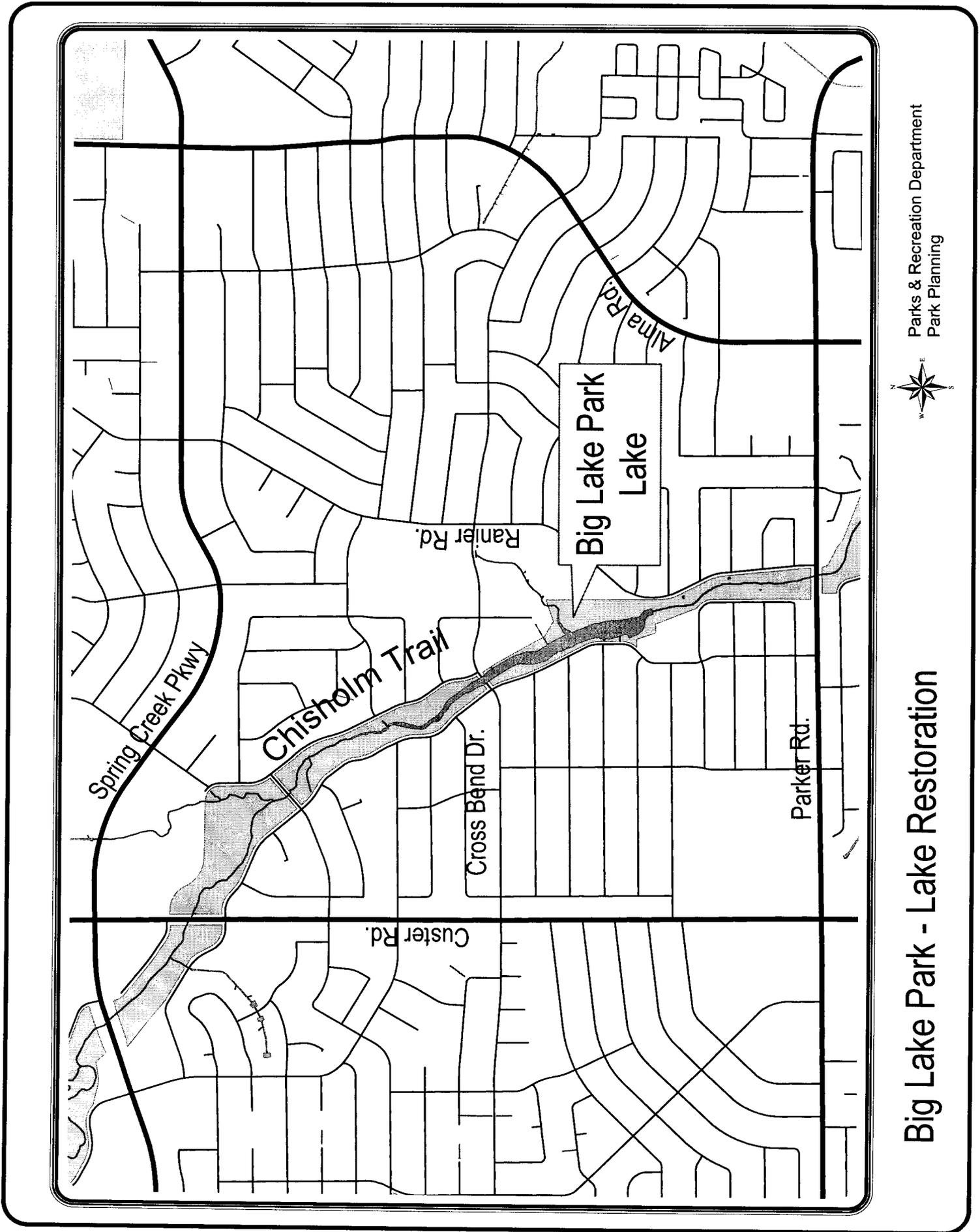
**CITY OF PLANO
COUNCIL AGENDA ITEM**

The references of Paula Construction have been found to be satisfactory.
Funding is available from the 2005-06 Capital Reserve Fund.

List of Supporting Documents:
Location Map
Bid Summary

Other Departments, Boards, Commissions or Agencies

0-2



Parks & Recreation Department
Park Planning



Big Lake Park - Lake Restoration

e-3

CITY OF PLANO
BID TABULATION
BID NO.: 2006-163-B

BIG LAKE PARK-LAKE RESTORATION - PROJECT NO. 5621

MONDAY, JUNE 19, 2006 @ 3:00 PM (CDT)

| CONTRACTORS | BID BOND | TOTAL BASE BID | ALTERNATE 1 | ALTERNATE 2 | ALTERNATE 3 |
|---------------------------------------|----------|----------------|--------------|--------------|---------------|
| Craig Olden, Inc. | YES | \$ 425,300.00 | \$ 29,800.00 | \$ 6,800.00 | \$ 247,000.00 |
| Paula Construction, Inc. | YES | \$ 316,122.00 | \$ 852.00 | \$ 82.00 | \$ 76,502.00 |
| Ark Contracting Services, LLC | YES | \$ 722,000.00 | \$ 57,750.00 | \$ 9,400.00 | \$ 494,000.00 |
| Apollo Environmental Strategies, Inc. | YES | \$ 698,700.00 | \$ 71,840.00 | \$ 42,200.00 | \$ 331,600.00 |

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

Sharron Mason

Sharron Mason, Buyer

June 19, 2006

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



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: 7/24/06 | | Reviewed by Legal | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable | |
| Department: | Parks and Recreation | | Initials | Date | |
| Department Head | Don Wendell | Executive Director | <i>[Signature]</i> | 7-17-06 | |
| Dept Signature: | <i>[Signature]</i> | City Manager | <i>[Signature]</i> | 7/17/06 | |
| 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 checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER | | | | | |

CAPTION

Award/Rejection of Bid/Proposal and Conditional Acceptance for Bid No. 2006-151-B for Archgate Park to Dean Electric, Inc. in the amount of \$7,220,470.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

| FISCAL YEAR: 2005-06 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|-----------------------------|--------------------------|-----------------|-----------------|-------------------|
| Budget | 798,600 | 4,744,000 | 4,500,000 | 10,042,600 |
| Encumbered/Expended Amount | -798,600 | -420,816 | 0 | -1,219,416 |
| This Item | 0 | -7,220,470 | 0 | -7,220,470 |
| BALANCE | 0 | -2,897,286 | 4,500,000 | 1,602,714 |

FUND(S): PARK IMPROVEMENT, MUNICIPAL DRIANAGE & PARK FEE CIP

COMMENTS: Funds are included in the Re-Estimated 2005-06 Park Improvement, Municipal Drainage and Park Fee CIP for the Archgate Park project. This item, in the amount of \$7,220,470, will be encumbered in the current fiscal year and carry forward into cash allocations of 2006-07.

STRATEGIC PLAN GOAL: Park construction relate to the City's Goal of "Premier City for Families."

SUMMARY OF ITEM

Staff recommends that the bid received from Dean Electric, Inc. in the amount of \$7,220,470 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The bid is below the consultant's estimate of \$7,500,000 and the project budget of \$7,500,000. The bid includes the base bid of \$6,867,470 plus Alternate 1 in the amount of \$353,000. Alternate 1 is for an additional playground. Alternates 2 through 6 include an additional pavilion and restroom building, maintenance building, east playground, additional landscape trees, volleyball facility, and decorative baseball icons. These items were not accepted because they exceed the available funding.

The base bid is for construction of seven unlighted multi-use fields and associated improvements including parking, concessions, restroom building, recreational trails, pedestrian bridge, area lighting, backstops, bleacher covers, fencing, shade structures, landscaping and irrigation.

Dean Electric, Inc. has successfully completed several large athletic facility projects for the City.



CITY OF PLANO COUNCIL AGENDA ITEM

In the event the low bidder cannot execute contract documents, staff recommends that the project be awarded to the second lowest bidder, Workman Commercial, Inc. for \$7,265,000. References of Workman Commercial, Inc. report good quality construction and performance in a timely manner.

Funding is available from the 2005-06 Capital Improvement Program.

List of Supporting Documents:

Bid Tab

Location Map

Other Departments, Boards, Commissions or Agencies

f-2

**CITY OF PLANO
BID TABULATION**

BID NO.: 2006-151-B

ARCHGATE PARK - PROJECT NO. 5183

WEDNESDAY, JUNE 7, 2006 @ 3:00 PM (CDT)

| CONTRACTOR | BID BOND | TOTAL BASE BID | ALT. 1 | ALT. 2 | ALT. 3 | ALT. 4 | ALT. 5 | ALT. 6 | ALT. 7 |
|-----------------------------|----------|----------------------|-----------|-----------|-----------|-----------|----------|-------------|----------|
| | | | | | | | | | |
| Dean Electric | Yes | \$6,867,470. | \$353,000 | \$318,400 | \$226,300 | \$254,200 | \$25,000 | \$857,000 | \$8,000 |
| Workman Commercial | Yes | \$6,885,000 | \$380,000 | \$260,000 | \$218,000 | \$245,500 | \$17,000 | \$630,000 | \$22,000 |
| American Civil Const., Inc. | Yes | \$8,041,994 | \$369,000 | \$398,000 | \$289,000 | \$261,000 | \$59,000 | \$1,165,000 | \$14,000 |
| Mitchell Enterprises, LTD | Yes | \$8,994,099 | \$340,514 | \$365,012 | \$295,387 | \$249,073 | \$45,000 | \$668,164 | \$12,000 |

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

Sharron Mason

Sharron Mason, Buyer

June 8, 2006

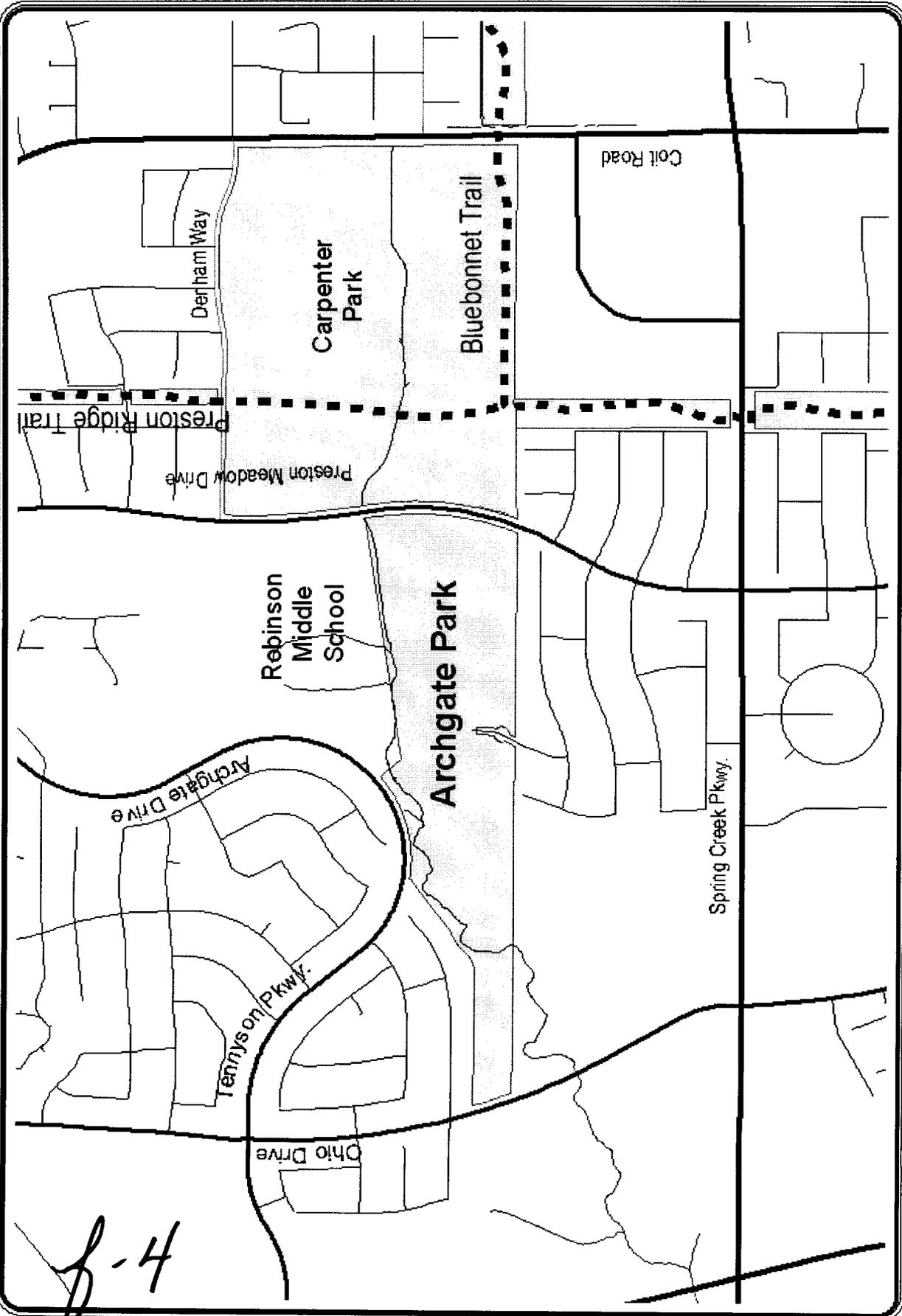
Date

"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

2-3



8-4



Archgate Park



**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: 07/24/06 | | Reviewed by Legal | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable | |
| Department: Engineering | Department Head: Upchurch | | Executive Director | City Manager | |
| Dept Signature: <i>[Signature]</i> | Agenda Coordinator (include phone #): Irene Pegues (7198) | | Initials: <i>[Signature]</i> | Date: 6/17/06 | |
| | | | Project No. 5580 | | |

ACTION REQUESTED:

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

CAPTION

Award/Rejection of Bid for Bid No. 2006-178-B for the Parker Road Estates West Water Rehabilitation to RKM Utility Services, Inc. in the amount of \$1,581,882.50.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

| FISCAL YEAR: 2005-06 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|-----------------------------|--------------------------|------------------|------------------|-------------------|
| Budget | 93,785 | 58,000 | 1,850,000 | 2,001,785 |
| Encumbered/Expended Amount | -93,785 | -143,531 | 0 | -237,316 |
| This Item | 0 | -1,581,883 | 0 | -1,581,883 |
| BALANCE | 0 | 1,667,414 | 1,850,000 | 182,586 |

FUND(S): **WATER CIP**

COMMENTS: Funds are included in the Re-Estimated 2005-06 Water Community Investment Program for the Parker Road Estates West Water Rehab project. This item, in the amount of \$1,581,883, will be encumbered in the current fiscal year and carry forward in the cash allocations of 2006-07.

STRATEGIC PLAN GOAL: Replacement of water mains relates to the City's Goal of Safe, Livable Neighborhoods.

SUMMARY OF ITEM

Staff recommends bid of RKM Utility Services, Inc., in the amount of \$1,581,882.50, 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 \$1,719,960.50. Engineers' estimate was \$1,895,000.00.

The project consists of the replacement of approximately 12,500 L.F. of 8" water main in residential areas.

List of Supporting Documents:

- Bid Summary
- Location Map

Other Departments, Boards, Commissions or Agencies
N/A

g-1

CITY OF PLANO

BID TABULATION

2006-178-B

PARKER ROAD ESTATES WEST WATER REHABILITATION – PROJECT NO. 5580

JULY 6, 2006 @ 4:00 P.M.

BID TABULATION

| BIDDER: | BID BOND | TOTAL |
|-----------------------------------|-------------|----------------|
| RKM UTILITY SERVICES, INC. | YES | \$1,581,882.50 |
| JIM BOWMAN CONSTRUCTION CO., L.P. | YES | \$1,719,960.50 |
| EAST TEXAS CONTRACTING, INC. | YES | \$1,992,632.00 |

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

Dianna Wike

Dianna Wike, Buyer

July 6, 2006

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.

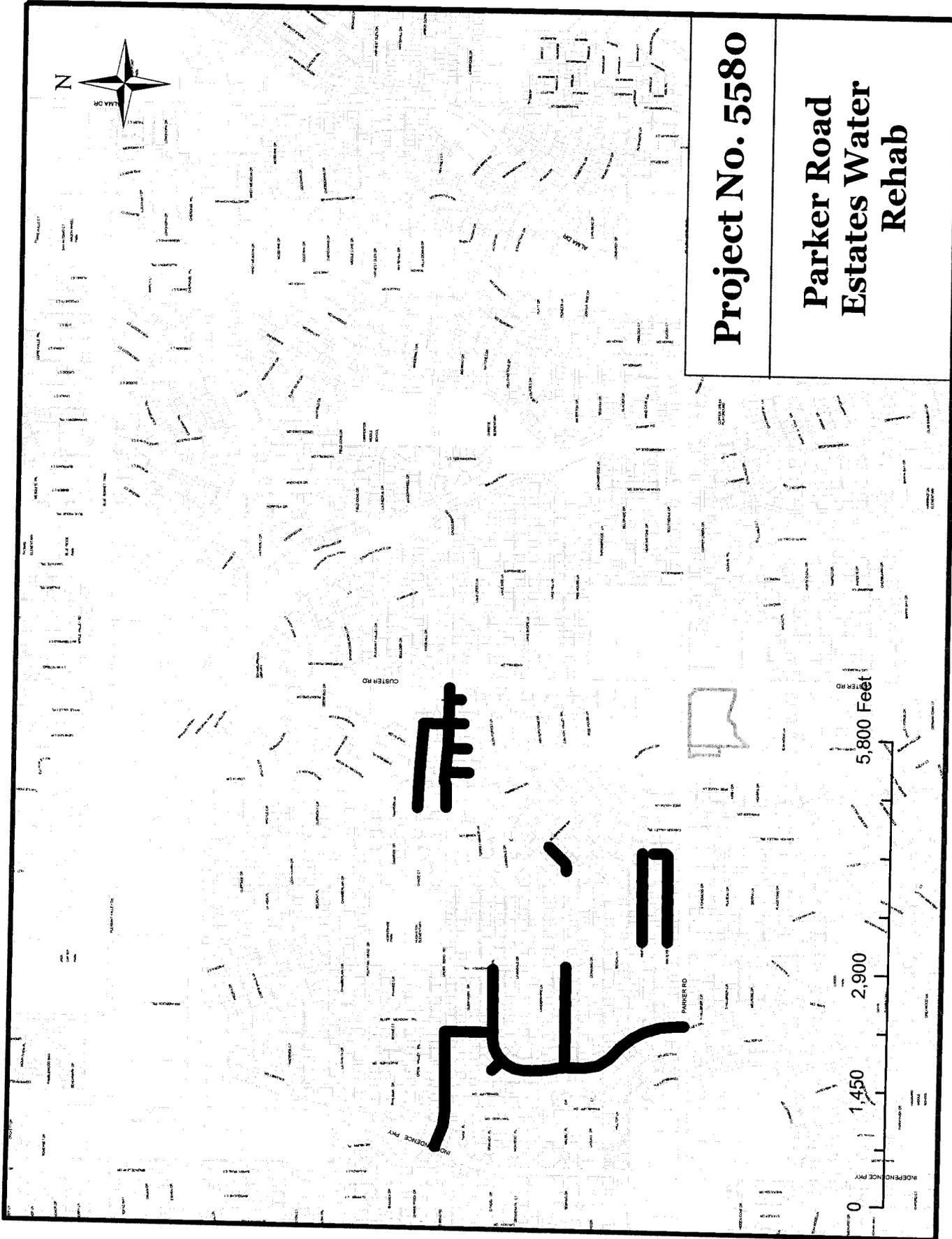
PURCHASING DIVISION
CITY OF PLANO TEXAS

g-2



Project No. 5580

**Parker Road
Estates Water
Rehab**



g-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: | | 7/24/06 | Reviewed by Legal | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable |
| Department: | Equipment Services | | | Initials | Date |
| Department Head | Mark Jerome | Jim Foster | Executive Director | <i>[Signature]</i> | 7-14-06 |
| Dept Signature: | <i>[Signature]</i> | | City Manager | <i>[Signature]</i> | 7/14/06 |
| Agenda Coordinator (include phone/#): Linda M. Robinson x4180 | | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT | | | | | |
| CAPTION | | | | | |
| Approval of the purchase of one (1) Heil 32 yard Automated Refuse Body in the amount of \$87,206.00 from Heil of Texas through an existing contact/agreement with H-GAC Cooperative Purchasing Program, and authorizing the City Manager or his designee to execute all necessary documents. (RC08-04) | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 06/07 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 0 | 220,000 | 220,000 |
| Encumbered/Expended Amount | | 0 | 0 | -120,706 | -120,706 |
| This Item | | 0 | 0 | -87,206 | -87,206 |
| BALANCE | | 0 | 0 | 12,088 | 12,088 |
| FUND(S): EQUIPMENT REPLACEMENT FUND | | | | | |
| COMMENTS: This is an early purchase of a scheduled replacement that is recommended to be included in the FY 2006-07 Budget. The balance of funds will be used for other rolling stock purchases. | | | | | |
| STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence". | | | | | |
| SUMMARY OF ITEM | | | | | |
| Equipment Services request the purchase of one Heil 32 yard Automated Refuse Body through the H-GAC Cooperative Purchasing Program contract no RC08-04 awarded to Heil of Texas. This is a scheduled replacement per fiscal year 06/07 approved by Rod Hogan for early replacement for fiscal year 05/06 for unit 01903 for Dept. 752/Commercial Diversion; Account: #071-8421. | | | | | |
| The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Tex.Loc.Govt.Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Contract RC08-04) | | | | | |
| Total purchase price including H-GAC admin fee is \$87,206.00. | | | | | |
| List of Supporting Documents: Cover, Memo, | | | Other Departments, Boards, Commissions or Agencies | | |



MEMORANDUM

Date: June 23, 2006
To: January Cook, Senior Buyer
From: Reid Choate, Technical Coordinator
Subject: Request to purchase one (1) Heil 32 yard Automated Refuse Body (CO29) through H-GAC Cooperative Purchasing Program, Contract #RC08-04, awarded to Heil of Texas.

| | |
|-----------------------|---------------------|
| Base Price: | \$ 53,200.00 |
| Published Options: | \$ 22,870.50 |
| Unpublished Options: | \$ 10,736.00 |
| H-GAC Admin Fee: | \$ 400.00 |
| Total Purchase Price: | \$ 87,206.00 |

Note: This purchase is a scheduled replacement for the FY 06/07 approved by Rod Hogan for early replacement for unit #01903 for Department 752/Commerical Diversion Program. Total budget amount is **\$220,000.00**. Account: #071-8421

Please reference Requisition Order No: 903711 .

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

Cc: Jimmy Foster
Mark Jerome
Karl Henry
Nancy Nevil
Robert Smouse
Diane Palmer
Mike Ryan
Stephen Teiper

h-2

CITY OF PLANO

06/22/06

Page - 1

P.O. Number 903711 OR

Cost Center 071

Supplier HEIL OF TEXAS
300 SOUTH LOOP 12
IRVING TX 75060

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

Ordered 06/22/06 Freight
Requested 06/22/06 Order Taken By
Delivery

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|--|---------|-----|-------------|----------------|--------------|
| AUTOMATED REFUSE BODY (C029) 32 - YARD H-GAC CONTRACT #RC08-04. REQUEST TO PURCHASE ONE (1) HEIL 32 YARD AUTOMATED REFUSE BODY (C029) THROUGH H-GAC COOPERATIVE PURCHASING PROGRAM. AWARDED TO HEIL OF TEXAS. NOTE: THIS PURCHASE IS A SCHEDULED REPLACEMENT FOR THE FY06/07 BUDGET. APPROVED BY ROD HOGAN FOR EARLY REPLACEMENT FOR UNIT 01903, DEPT. 752/COMMERCIAL DIVERSION PROGRAM. TOTAL BUDGET AMOUNT \$220,000.00. ACCOUNT 071.8421. REQUISITION REQUESTED BY REID CHOATE. | 1 | EA | 53,200.0000 | 53,200.00 | 06/22/06 |
| UP CHARGE TO 32YD C029 PUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 7,590.0000 | 7,590.00 | 06/22/06 |
| O.I.G.A.I. PUMP SYSTEM C029 PUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 2,760.0000 | 2,760.00 | 06/22/06 |
| OUTSIDE FENDER MOUNTED | 1 | EA | 1,092.5000 | 1,092.50 | 06/22/06 |

Handwritten signature/initials: A-3

CITY OF PLANO

06/22/06

Page - 2

P.O. Number 903711 OR
 Extended Price Request Date

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|--|---------|-----|------------|----------------|--------------|
| C029 PUBLISHED OPTION. ONE (1) EACH. | | | | | |
| DUAL WORK LIGHTS C029 PUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 316.2500 | 316.25 | 06/22/06 |
| FENDERS - TANDEM C029 PUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 862.5000 | 862.50 | 06/22/06 |
| 60-90 GRIPPERS C029 PUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 603.7500 | 603.75 | 06/22/06 |
| STEEL SURCHARGE C029 PUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 9,645.0000 | 9,645.00 | 06/22/06 |
| JOYSTICK CONTROL UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 862.0000 | 862.00 | 06/22/06 |
| REAR/SIDE CAMERA SYSTEM 3RD EYE UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 3,950.0000 | 3,950.00 | 06/22/06 |
| ARMREST UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 395.0000 | 395.00 | 06/22/06 |
| T-GATE TURNBUCKLES UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 442.0000 | 442.00 | 06/22/06 |

M-4

CITY OF PLANO

06/22/06

Page - 3

P.O. Number 903711 OR
 Extended Price Request Date

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|--|---------|-----|------------|----------------|--------------|
| HYD. OIL TANK HEATER UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 750.0000 | 750.00 | 06/22/06 |
| SIGN FRAME BRACKETS UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 385.0000 | 385.00 | 06/22/06 |
| CUSTOM/COVER BRACKETS UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 750.0000 | 750.00 | 06/22/06 |
| HOPPER COVER UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 750.0000 | 750.00 | 06/22/06 |
| PEDERSON STROBES (4) UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 950.0000 | 950.00 | 06/22/06 |
| HOPPER COVER SEAL-SPCL UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 225.0000 | 225.00 | 06/22/06 |
| SPECIAL T-GATE SEAL UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 990.0000 | 990.00 | 06/22/06 |
| CAMERA BRKT W/FLOODS UNPUBLISHED OPTION. ONE (1) EACH. | 1 | EA | 287.0000 | 287.00 | 06/22/06 |
| H-GAC FEE | 1 | EA | 400.0000 | 400.00 | 06/22/06 |

Total Order

TermNet 30 Days

87,206.00

h-5



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | | |
|---|----------------------------------|------------------------------------|---|--|---|
| CITY SECRETARY'S USE ONLY | | Reviewed by Purchasing | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable | |
| <input type="checkbox"/> Consent | <input type="checkbox"/> Regular | <input type="checkbox"/> Statutory | Reviewed by Budget | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: 7/24/06 | | Reviewed by Legal <i>JS</i> | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable | |
| Department: | Equipment Services | | | Initials | Date |
| Department Head | Mark Jerome | Jim Foster | Executive Director | | <i>[Signature]</i> 7-14-06 |
| Dept Signature: | <i>[Signature]</i> | | | City Manager | <i>[Signature]</i> 7/14/06 |
| Agenda Coordinator (include phone#): | | Linda M. Robinson x4180 | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT | | | | | |
| <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT | | | | | |

CAPTION

Approval of the purchase of four (4) Heil 24 yard Automated Refuse Bodies in the amount of \$351,053.00 from Heil of Texas through an existing contact/agreement with H-GAC Cooperative Purchasing Program, and authorizing the City Manager or his designee to execute all necessary documents. (RC08-04)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

| FISCAL YEAR: | 06/07 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|----------------------------|-------|--------------------------|-----------------|-----------------|----------|
| Budget | | 0 | 0 | 880,000 | 880,000 |
| Encumbered/Expended Amount | | 0 | 0 | -435,372 | -435,372 |
| This Item | | 0 | 0 | -351,053 | -351,053 |
| BALANCE | | 0 | 0 | 93,575 | 93,575 |

FUND(S): EQUIPMENT REPLACEMENT FUND

COMMENTS: This is an early purchase of scheduled replacements that are recommended to be included in the FY 2006-07 Budget. The balance of funds will be used for other rolling stock purchases.

STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services request the purchase of four Heil 24 yard Automated Refuse Bodies through the H-GAC Cooperative Purchasing Program contract no RC08-04 awarded to Heil of Texas. These are scheduled replacements per fiscal year 06/07 approved by Rod Hogan for early replacement for fiscal year 05/06 for units 00903, 00905, 00907 and 00909 Dept. 748/Environmental Waste Services; Account: #071-8421.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Tex.Loc.Govt.Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Contract RC08-04)

Total purchase price for all four bodies including H-GAC admin fee is \$351,053.00.

| | |
|---|--|
| List of Supporting Documents: Cover, Memo, | Other Departments, Boards, Commissions or Agencies |
|---|--|



MEMORANDUM

Date: June 23, 2006
To: January Cook, Senior Buyer
From: Reid Choate, Technical Coordinator
Subject: Request to purchase four (4) Heil 24 yard Automated Refuse Bodies (CO28) through H-GAC Cooperative Purchasing Program, Contract #RC08-04, awarded to Heil of Texas.

| | | |
|-------------------------------|-------------------|---------------------|
| Base Price: | \$54,300.00 x 4 = | \$217,200.00 |
| Published Options: | \$19,543.75 x 4 = | \$ 78,175.00 |
| Unpublished Options: | \$13,819.50 x 4 = | \$ 55,278.00 |
| H-GAC Admin Fee: | | \$ <u>400.00</u> |
| Total Purchase Price: | | \$351,053.00 |
| Total Budgeted Amount: | | \$880,000.00 |

Note: These are scheduled replacement for the FY 06/07 approved by Rod Hogan for early replacements for units 00903, 00905, 00907 and 00909 for Department 748/Environmental Waste Services. Account: #071-8421

Please reference Requisition Order No: 903712 .

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

Cc: Jimmy Foster
Mark Jerome
Karl Henry
Nancy Nevil
Robert Smouse
David Goodson
Diane Palmer
Mike Ryan
Stephen Teiper

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CITY OF PLANO

06/23/06

Page - 1

P.O. Number 903712 OR

Cost Center 071

Supplier HEIL OF TEXAS
300 SOUTH LOOP 12
IRVING TX 75060

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

Ordered 06/23/06 Freight
Requested 06/23/06 Order Taken By
Delivery

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|--|---------|-----|-------------|----------------|--------------|
| 24-YD. AUTOMATED REFUSE BODIES INVOICE TO FOLLOW REQUEST TO PURCHASE FOUR (4) HEIL 24-YD. AUTOMATED REFUSE BODIES (C028) THROUGH H-GAC COOPERATIVE PURCHASING PROGRAM, CONTRACT #RC08-04, AWARDED TO HEIL OF TEXAS. NOTE: THESE ARE SCHEDULED REPLACEMENTS FOR FY06/07. APPROVED BY ROD HOGAN FOR EARLY REPLACEMENTS FOR UNITS 00903, 00905, 00907 AND 00909, DEPT. 748. ENVIRONMENTAL WASTE SERVICES. ACCOUNT 071-8421. TOTAL BUDGETED AMOUNT \$880,000.00. REQUISITION REQUESTED BY REID CHOATE. | 4 | EA | 54,300.0000 | 217,200.00 | 06/23/06 |
| UP CHG. TO 24YD. BODY CO28 PUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 4,485.0000 | 17,940.00 | 06/23/06 |
| O.I.G.A.I. PUMP SYSTEM CO28 PUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 2,760.0000 | 11,040.00 | 06/23/06 |
| RH REMOTE CONTROLS | 4 | EA | 1,092.5000 | 4,370.00 | 06/23/06 |

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CITY OF PLANO

06/23/06

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P.O. Number 903712 OR
 Extended Price Request Date

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|--|---------|-----|------------|----------------|--------------|
| CO28 PUBLISHED OPTION. FOUR (4) EACH. | | | | | |
| DUAL WORK LIGHTS CO28 PUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 316.2400 | 1,264.96 | 06/23/06 |
| FENDERS CO28 PUBLISHED OPTION. SET OF FOUR (4) FENDERS. | 4 | EA | 546.2400 | 2,184.96 | 06/23/06 |
| 60-90 GRIPPERS CO28 PUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 603.7600 | 2,415.04 | 06/23/06 |
| STEEL SURCHARGE CO28 PUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 9,740.0000 | 38,960.00 | 06/23/06 |
| JOYSTICK CONTROL CO28 UNPUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 962.0000 | 3,848.00 | 06/23/06 |
| REAR/SIDE CAMERA SYSTEM CO28 UNPUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 5,900.0000 | 23,600.00 | 06/23/06 |
| HD HOPPER OVERLAY CO28 UNPUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 2,500.0000 | 10,000.00 | 06/23/06 |
| HYD. OIL TANK HEATER | 4 | EA | 750.0000 | 3,000.00 | 06/23/06 |

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CITY OF PLANO

06/23/06

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P.O. Number 903712 OR
 Extended Price Request Date

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|--|---------|-----|------------|----------------|--------------|
| C028 UNPUBLISHED OPTION. FOUR (4) EACH. | | | | | |
| PEDERSON STROBES (4) C028 UNPUBLISHED OPTION. SET OF FOUR (4) EACH. | 4 | EA | 950.0000 | 3,800.00 | 06/23/06 |
| CUSTOM/COVER BRACKETS C028 UNPUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 750.0000 | 3,000.00 | 06/23/06 |
| HOPPER COVER C028 UNPUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 750.0000 | 3,000.00 | 06/23/06 |
| LIFT FEATHERING KIT C028 UNPUBLISHED OPTION. FOUR (4) KITS EACH. | 4 | EA | 575.0000 | 2,300.00 | 06/23/06 |
| ARMREST FOR JOYSTICK C028 UNPUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 395.0000 | 1,580.00 | 06/23/06 |
| CAMERA BRKT W/FLOODS C028 UNPUBLISHED OPTION. FOUR (4) EACH. | 4 | EA | 287.5000 | 1,150.00 | 06/23/06 |
| H-GAC FEE | | EA | .0000 | 400.00 | 06/23/06 |

Total Order

351,052.96

TermNet 30 Days

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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: | | 7/24/06 | Reviewed by Legal <i>WS</i> | <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable |
| Department: | Equipment Services | | | Initials | Date |
| Department Head | Mark Jerome | Jim Foster | Executive Director | <i>[Signature]</i> | 7-14-06 |
| Dept Signature: | <i>[Signature]</i> | | City Manager | <i>[Signature]</i> | 7/14/06 |
| Agenda Coordinator (include phone #): Linda M. Robinson x4180 | | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT | | | | | |
| CAPTION | | | | | |
| Approval of the purchase of one (1) Smeal 100' Mid-Mount Aerial Ladder Platform in the amount of \$836,929.00 from Webb Apparatus of Texas through an existing contact/agreement with H-GAC Cooperative Purchasing Program, and authorizing the City Manager or his designee to execute all necessary documents. (FS12-05) | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 05/06 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 717,000 | 0 | 717,000 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | -836,929 | 0 | -836,929 |
| BALANCE | | | -119,929 | 0 | -119,929 |
| FUND(S) EQUIPMENT REPLACEMENT FUND & DEVELOPER'S ESCROW FUND | | | | | |
| COMMENTS: Funds are included in the FY 2005-06 approved budget for the replacement purchase of (1) standard aerial ladder truck for the Fire Department. After budgeting for the standard aerial ladder truck, it was determined that an upgraded aerial platform vehicle would increase the rescue capabilities of the Fire Department. The upgrade amount of \$119,929 will be funded through the Developer's Escrow Fund. | | | | | |
| STRATEGIC PLAN GOAL: Vehicle replacement relates to the City's goal of "Service Excellence". | | | | | |
| SUMMARY OF ITEM | | | | | |
| Equipment Services request the purchase of one Smeal 100' Mid-Mount Aerial Ladder Platform through the H-GAC Cooperative Purchasing Program contract no FS12-05, awarded to Webb Apparatus of Texas. This is a scheduled replacement per fiscal year 05/06 for unit 47027 for Dept. 552/Fire Department; Account: #071-8421, Supplement: #00071001. | | | | | |
| The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Tex.Loc.Govt.Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Contract FS12-05) | | | | | |
| Total purchase price including H-GAC admin fee is \$836,929.00. | | | | | |
| List of Supporting Documents: Cover, Memo | | | Other Departments, Boards, Commissions or Agencies | | |

CITY OF PLANO

07/07/06

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P.O. Number 903720 OR

Cost Center 071

Supplier WEBB APPARATUS OF TEXAS LLC
14317 I-10 E FREEWAY BLDG E
HOUSTON TX 77015

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

Ordered 07/07/06 Freight
Requested 07/07/06 Order Taken By
Delivery

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|---|---------|-----|--------------|----------------|--------------|
| SMEAL 100' AERIAL LADDER HGAC CONTRACT #FS12-05 REQUEST TO PURCHASE ONE (1) DESCRIPTION OF VEHICLE: SPARTAN 4-DOOR TILT CAB, FORMED ALUMINUM BODY, TANDEM AXLE, SMEAL 100' MID-MOUNT TELESCOPING AERIAL LADDER WITH PLATFORM. (RA06) THROUGH THE HGAC COOPERATIVE PURCHASING PROGRAM, CONTRACT #FS12-05 AWARDED TO WEBB APPARATUS OF TEXAS. ESTIMATED BUDGETED AMOUNT \$717,000.00. CONTRACT BASE PRICE \$707,974.00. PUBLISHED OPTIONS \$75,913.00. UNPUBLISHED OPTIONS \$51,762.00. HGAC ADMIN FEE \$2,000.00. TOTAL PURCHASE PRICE \$836,929.00. NOTE: THIS IS A SCHEDULED REPLACEMENT FOR UNIT 47027 FOR DEPT. 552/FIRE. APPROVED PER FY05/06 BUDGET. ACCOUNT: 071-8421. SUPPLEMENT: 00071001. REQUISITION REQUESTED BY REID CHOATE. | 1 | EA | 707,974.0000 | 707,974.00 | 07/07/06 |
| UPGRADE DRIVERS SEAT PUBLISHED OPTION SEAT 03 - UPGRADE DRIVERS SEAT TO 8 WAY ELECTRIC ABTS. | 1 | EA | 1,472.0000 | 1,472.00 | 07/07/06 |

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CITY OF PLANO

07/07/06

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P.O. Number 903720 OR
 Extended Price Request Date

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|---|---------|-----|------------|----------------|--------------|
| UPGRADE OFFICERS SEAT PUBLISHED OPTION SEAT 06 - UPGRADE OFFICERS SEAT TO 6 WAY ELECTRIC ABTS. | 1 | EA | 1,447.0000 | 1,447.00 | 07/07/06 |
| UPGRADE FUEL TANK CAPACITY PUBLISHED OPTION FT - 65 UPGRADE FUEL TANK CAPACITY. | 1 | EA | 244.0000 | 244.00 | 07/07/06 |
| INSTALL PEDESTAL Q-SIREN PUBLISHED OPTION Q-PMS INSTALL PEDESTAL MOUNTED Q SIREN. | 1 | EA | 2,166.0000 | 2,166.00 | 07/07/06 |
| UPGRADE WHEELS TO ALCOA PUBLISHED OPTION ALUMINUM-ALC UPGRADE WHEELS TO ALCOA ALUMINUM WHEELS. | 1 | EA | 1,714.0000 | 1,714.00 | 07/07/06 |
| UPGRADE TRANSMISSION PUBLISHED OPTION TRAN. -4PR UPGRADE TRANSSION TO 4,000 EVSPR. | 1 | EA | 8,858.0000 | 8,858.00 | 07/07/06 |
| INSTALL RETARDER CONTROL LEVER PUBLISHED OPTION R-LC INSTALL RETARDER CONTROL LEVER. | 1 | EA | 336.0000 | 336.00 | 07/07/06 |
| TOW EYES THROUGH BUMPER PUBLISHED OPTION TE-TBA TOW EYES THROUGH THE BUMPER. | 1 | EA | 258.0000 | 258.00 | 07/07/06 |
| HEADLIGHT TO HEADLIGHT COVER PUBLISHED OPTION H2H-C HEADLIGHT TO | 1 | EA | 1,461.0000 | 1,461.00 | 07/07/06 |

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CITY OF PLANO

07/07/06

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P.O. Number 903720 OR
 Extended Price Request Date

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|--|---------|-----|-------------|----------------|--------------|
| HEADLIGHT HOSEWELL W/ COVER. | | | | | |
| AIR HORN LOCATION PUBLISHED OPTION APR-LOC. AIR HORN LOCATION PLUS ADDITIONAL RESEVOIR. | 1 | EA | 742.0000 | 742.00 | 07/07/06 |
| MULTI-PLEX ELECTRICAL SYSTEM PUBLISHED OPTION KM-WMPS MULTI-PLEX ELECTRICAL SYSTEM. | 1 | EA | 10,279.0000 | 10,279.00 | 07/07/06 |
| ELECTRIC SUCTION VALVE PUBLISHED OPTION ES-10-0650 ELECTRIC SUCTION VALVE LEFT SIDE WITH RELIEF. | 1 | EA | 4,462.0000 | 4,462.00 | 07/07/06 |
| ELECTRIC SUCTION VALVE PUBLISHED OPTION ES-10-0655 ELECTRIC SUCTION VALVE RIGHT SIDE WITH RELIEF. | 1 | EA | 4,462.0000 | 4,462.00 | 07/07/06 |
| FRONT 1 1/2 DISCHARGE PUBLISHED OPTION FD-10-0600 FRONT 1 1/2 DISCHARGE QUANTITY OF TWO (2). | 2 | EA | 1,220.0000 | 2,440.00 | 07/07/06 |
| FOAMPRO 2002 SYSTEM PUBLISHED OPTION FF-10-1100 FOAMPRO 2002 FOAM SYSTEM. | 1 | EA | 11,200.0000 | 11,200.00 | 07/07/06 |
| 30 GALLON FOAM CELL PUBLISHED OPTION FF-10-1620. 30 GALLON FOAM CELL IN WATER TANK. | 1 | EA | 651.0000 | 651.00 | 07/07/06 |

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CITY OF PLANO

07/07/06

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P.O. Number 903720 OR
 Extended Price Request Date

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|--|---------|-----|-------------|----------------|--------------|
| STRUT CHANNEL STD. HEIGHT PUBLISHED OPTION IG-10-7300. STRUT CHANNEL STD. HEIGHT. QUANTITY: 4. | 4 | EA | 144.0000 | 576.00 | 07/07/06 |
| STRUT CHANNEL STD. HEIGHT PUBLISHED OPTION IG-10-7310. STRUT CHANNEL FULL HEIGHT. QUANTITY: 4. | 4 | EA | 151.0000 | 604.00 | 07/07/06 |
| SHELVES PUBLISHED OPTION IG-10-7420. SHELVES. QUANTITY: 14. | 14 | EA | 244.0000 | 3,416.00 | 07/07/06 |
| PULL OUT TOOL BOARDS PUBLISHED OPTION IG-10-803D. PULL OUT TOOL BOARDS. QUANTITY: 4. | 4 | EA | 907.0000 | 3,628.00 | 07/07/06 |
| ONAN 10K GENERATOR PUBLISHED OPTION LG-30-0280. | 1 | EA | 12,531.0000 | 12,531.00 | 07/07/06 |
| FOAM PRO POWERFILL SYSTEM PUBLISHED OPTION FF-10-1260. FOAM PRO POWERFILL SINGLE SYSTEM. | 1 | EA | 2,246.0000 | 2,246.00 | 07/07/06 |
| UPGRADE CAB TO A EMFD UNPUBLISHED OPTION UPGRADE CAB TO A EMFD EXTENDED MEDIUM 4-DOOR CAB WITH CAT-13 | 1 | EA | 25,968.0000 | 25,968.00 | 07/07/06 |

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CITY OF PLANO

07/07/06

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| P.O. Number | 903720 | OR |
|----------------|--------------|----|
| Extended Price | Request Date | |

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|--|---------|-----|-------------|----------------|--------------|
| ENGINE W/2007 EMISSIONS. | | | | | |
| CHANGE REAR SEATS UNPUBLISHED OPTION CHANGE REAR SEATS TO N ON SCBA 3 FORWARD FACING. | 1 | EA | 1,456.0000 | 1,456.00 | 07/07/06 |
| ALCOA COATING FOR WHEELS UNPUBLISHED OPTION ALCOA DURA BRIGHT COATING FOR WHEELS; 10 WHEELS. | 10 | EA | 62.0000 | 620.00 | 07/07/06 |
| EMERGENCY ENGINE SHUT DOWN UNPUBLISHED OPTION | 1 | EA | 1,280.0000 | 1,280.00 | 07/07/06 |
| CHANGE TO PEDESTAL PUMP UNPUBLISHED OPTION CHANGE TO PEDESTAL PUMP IPO CSU PUMP INCLUDES MANIFOLD. | 1 | EA | 6,955.0000- | 6,955.00- | 07/07/06 |
| 100% ROLL OUT TRAY UNPUBLISHED OPTION 1000 100% ROLL OUT TRAY. QUANTITY: 5. | 5 | EA | 898.0000 | 4,490.00 | 07/07/06 |
| ADD THE JAKE BRAKE UNPUBLISHED OPTION ADD THE JAKE BRAKE FOR ADDITIONAL SECONDARY BRAKING. | 1 | EA | 2,942.0000 | 2,942.00 | 07/07/06 |
| ROLL STABILITY CONTROL (RSC) UNPUBLISHED OPTION | 1 | EA | 1,407.0000 | 1,407.00 | 07/07/06 |
| COMPARTMENT MODIFICATIONS UNPUBLISHED OPTION R1 & LO COMPARTMENT MODIFICATIONS. | 1 | EA | 1,058.0000 | 1,058.00 | 07/07/06 |

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CITY OF PLANO

07/07/06

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P.O. Number 903720 OR
 Extended Price Request Date

| Description | Ordered | UOM | Unit Price | Extended Price | Request Date |
|---|---------|-----|-------------|----------------|--------------|
| ROL-TEK AIR BAG SYSTEM UNPUBLISHED OPTION | 1 | EA | 4,032.0000 | 4,032.00 | 07/07/06 |
| FRC IN CONTROL PRESSURE GOV. UNPUBLISHED OPTION FRC IN CONTROL PRESSURE GOVERNOR. | 1 | EA | 916.0000- | 916.00- | 07/07/06 |
| CAB INTERIOR COLOR UNPUBLISHED OPTION CAB INTERIOR. BLUE ZOLOTONE COLOR. | 1 | EA | 849.0000 | 849.00 | 07/07/06 |
| EXTRA VISTA DISPLAY UNPUBLISHED OPTION EXTRA VISTA DISPLAY OFFICER'S SEATING POSITION. | 1 | EA | 1,509.0000 | 1,509.00 | 07/07/06 |
| H-GAC ADMIN. FEES | | EA | .0000 | 2,000.00 | 07/07/06 |
| DUAL BREATHING AIR 6000PSI UNPUBLISHED OPTION | 1 | EA | 14,022.0000 | 14,022.00 | 07/07/06 |

Total Order

TermNet 30 Days

836,929.00

J-7



MEMORANDUM

DATE: July 7, 2006
TO: January Cook, Senior Buyer
FROM: Mark Jerome, Fleet & Equipment Services Manager
SUBJECT: Request to purchase one (1) Smeal 100' Mid-Mount Aerial ladder Platform (RA06) through the HGAC Cooperative Purchasing Program, contract no. #FS12-05 awarded to Webb Apparatus of Texas.

| | |
|------------------------------|----------------------|
| Estimated Budgeted Amount: | \$717,000.00 |
| Contract Base Price: | \$707,974.00 |
| Published Options: | \$ 75,193.00 |
| Unpublished options: | \$ 51,762.00 |
| H-GAC Admin Fee: | \$ <u>2,000.00</u> |
| TOTAL PURCHASE PRICE: | \$ 836,929.00 |

NOTE: This is a scheduled replacement for unit 47027 for Dept. 552/Fire Department and approved per fiscal year 05/06 budget.
Account: 071-8421 Supplement: 00071001.

Please reference P.O. Requisition NO. 903720 .

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

Cc: Jimmy Foster
Mark Jerome
Karl Henry
Bruce Glasscock
Bob Acker
Kirk Owen
Mike Ryan
Diane Palmer
Stephen Teiper

J-8



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: | 07/24/06 | 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> 7/18/06 | |
| Dept Signature: | <i>[Signature]</i> | City Manager | <i>[Signature]</i> 7/18/06 | |
| Agenda Coordinator (include phone #): | | (Project No. 5283) | | |
| Agenda Coordinator (include phone #): | | Pegues (7198) | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER | | | | |

CAPTION

Approval of an engineering contract by and between the City and Parsons Brinckerhoff Quade & Douglas, Inc. in the amount of \$224,941.15 for engineering design for Preston Road (S.H. 289) and Plano Parkway Intersection improvements and authorizing the City Manager or his designee to execute all necessary documents. Bid No. B113-04.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

| FISCAL YEAR: 2005-06 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|-----------------------------|--------------------------|-----------------|-----------------|-----------------|
| Budget | 58,794 | 5,000 | 436,000 | 499,794 |
| Encumbered/Expended Amount | -58,794 | -5,000 | 0 | -63,794 |
| This Item | 0 | -224,941 | 0 | -224,941 |
| BALANCE | 0 | -224,941 | 436,000 | 211,059 |

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the Re-Estimated 2005-06 Street Improvement CIP for the Preston/Plano Parkway Intersection. This item, in the amount of \$224,941, will be encumbered in the current fiscal year and carry forward into cash allocations for FY 2006-07.

STRATEGIC PLAN GOAL: Engineering design for streets relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This agreement with Parsons Brinckerhoff Quade & Douglas, Inc. is for engineering design for the Preston Road and Plano Parkway Intersection Improvements project to include environmental assessment, plans, and specifications.

The contract fee is for \$224,941.15 and is detailed as follows:

| | |
|---|---------------------|
| Route Schematic (Fc 110) | \$8,882.90 |
| Right Of Way And Utility Adjustments (Fc 130) | \$15,257.00 |
| Field Surveying (Fc 150) | \$24,819.00 |
| Roadway Design (Fc 160) | \$27,492.40 |
| Drainage (Fc 161) | \$10,621.60 |
| Signing, Pavement Markings and Traffic Signalization (FC 162) | \$38,829.70 |
| Miscellaneous Roadway (Fc 163) | \$28,721.10 |
| Bid Phase Services | <u>\$ 6,991.20</u> |
| Sub-Total Labor Expenses Basic Services | \$161,614.90 |



CITY OF PLANO COUNCIL AGENDA ITEM

Special Services

| | |
|--|--------------------|
| Environmental Studies (Fc 120) | \$9,287.40 |
| Project Administrative Services (FC 164) | \$12,914.40 |
| Construction Phase Services | <u>\$12,963.90</u> |
| Sub-Total Labor Expenses Special Services | \$35,165.70 |

Total Labor Expenses

\$196,780.60

Summary

| | |
|-------------------|---------------------|
| Total Labor Costs | \$196,780.60 |
| Expenses | <u>\$ 28,160.55</u> |
| Total PBQD Fee | <u>\$224,941.15</u> |

Funding is available from the Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$1,600,000

List of Supporting Documents:

Engineering Services Agreement
Location Map

Other Departments, Boards, Commissions or Agencies

N/A

R-2

**PRESTON ROAD AND PLANO PARKWAY INTERSECTION IMPROVEMENTS
(TXDOT) PHASE II**

PROJECT NO. 5283

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 **PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.**, a **NEW YORK** corporation, licensed to do business in Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **PRESTON ROAD AND PLANO PARKWAY INTERSECTION IMPROVEMENTS (TXDOT) PHASE II** 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. DBE/HUB PARTICIPATION

Engineer shall meet the 20% participation goal established by the Texas Department of Transportation ("TxDOT") for Disadvantaged Business Enterprises and Historically Underutilized Businesses ("DBE/HUB") in the performance of this Contract. If Engineer does not satisfy this goal in its performance of this Contract, Engineer shall document in writing all good faith efforts made to comply with this goal.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

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XV. 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.

XVI. Mailing of Notices

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

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

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

Parsons Brinckerhoff Quade & Douglas, Inc.
2777 Stemmons Freeway #1333
Dallas TX 75207

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.

XVII. 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.

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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.

PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.
A New York Corporation

DATE: _____

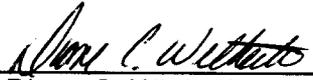
BY: _____
Larry G. Redden, P.E.
Vice President

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 _____, 2____, by **LARRY G. REDDEN, P.E., VICE PRESIDENT**, of **PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.**, a **NEW YORK** corporation licensed to do business in Texas, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2____, 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 TECHNICALSERVICES**

**NEW PAVEMENT
PRESTON ROAD (SH 289) @ PLANO PARKWAY INTERSECTION IMPROVEMENTS
– PHASE II
PROJECT NO. 5283
CIP NUMBER 33-31410**

PROJECT DESCRIPTION:

The project consists of the design and preparation of construction documents for the construction of additional turn lanes and signalization at the intersection of Preston Road (SH 289) and Plano Parkway. Phase I of the project was a traffic study to provide alternatives to reduce traffic congestion at this intersection to an acceptable Level of Service (LOS). The Plano City Council selected the alternative called "Michigan Left Turn". The existing southbound (SB) right turn lane on Preston Road will be extended to provide additional storage length; the existing left turn lanes northbound (NB) and southbound (SB) on Preston Road through Plano Parkway will be eliminated by pavement markers (cross hatching buttons); two westbound (WB) left turn lanes will be added on WB Plano Parkway west of Preston Road; a WB right turn lane on Plano Parkway east of Preston Road will be added by constructing new paving to the inside of the median; an eastbound (EB) right turn lane on Plano Parkway west of Preston Road will be added by constructing new paving to the inside of the median; an EB left turn lane will be added on EB Plano Parkway east of Preston Road; one-way Texas U-turn lanes will be added along Preston Road between the EB and WB roadways of Plano Parkway and two-lane one-way crossover roadways will be constructed between EB and WB Plano Parkway approximately 600 – 700 feet east and west of Preston Road.

The design shall include replacing existing water and wastewater mains along Preston Road in accordance with TxDOT utility relocation procedures.

The design shall also include paving, grading, storm drainage, landscaping and irrigation, traffic control plan and sequencing, storm water pollution prevention plans, environmental evaluation, signing and pavement markings and traffic signal design and timing.

This project will be constructed entirely within the existing right of way and therefore will not require field notes and parcel plats for acquisition of right of way or easements. The existing right of way shall be identified and shown on project paving plans.

The project involves TxDOT funds and as such will have to meet all requirements as set forth in the publication "Local Government Project Procedures-Project Development

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and Engineering Design” and “Local Government Project Procedures for Highway Construction and Related Projects”.

The Engineer shall perform the necessary engineering and related technical services for the Basic Design and Construction Phase Services, including any necessary Special Services for the development of this project according to the following sections of this agreement. The Engineer will prepare a Schematic showing the horizontal layout and typical sections of the proposed improvements and obtain approval of the Schematic from the City of Plano and TxDOT prior to performing any additional design of the project. This Schematic will be submitted in the Environmental Categorical Exclusion documents. The project will not be bid until the Schematic, Environmental clearance and Construction documents are approved by the City of Plano and TxDOT.

BASIC SERVICES:

A. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Meet with TxDOT engineering staff to obtain proposed and existing roadway construction plans, to coordinate proposed connections and construction phasing related to TxDOT roadways in the project area.
4. Meet with private utility companies to have existing facilities marked for identification to be included in the design plans.

B. Design Survey –

1. Attend the project start-up meeting in Plano.
2. Attend two coordination meetings with PB in Dallas.
3. Set permanent control monuments at 500 – ft. intervals (X,Y,Z) out of the way of construction.
4. Locate property pins and right of way markers to establish the existing right of way on Preston Rd. (SH 289) and along Plano Parkway.
5. Prepare an Ownership map with owners’ names, addresses, subdivision name, lot/block numbers and deed recording data.
6. Easement and right of way parcel descriptions and related deed research and boundary surveys are not included in this scope of services.
7. Provide complete topographic surveys along Preston Rd. and Plano Parkway within the limits indicated on the attached Figure 9 entirely within the ROW line.
8. Show the horizontal location and vertical elevation of all utilities within the survey area limits and include rim elevations and measure downs/flow lines in wastewater and storm drain manholes and storm drain structures along

with elevations of top of operating nut on water valves. Probing, exposure of or pot-holing of existing buried utilities is not included in this scope of surveying services.

9. Provide contour mapping in Geopak format at 1 ft. contour intervals along with TIN files and break lines as necessary.
10. Perform quality checking of all survey deliverables.
11. Deliverables include a CD with electronic files of the topographic mapping, contour mapping, TIN files, break lines, level lists, point lists and control monument data, right of way, property and ownership data along with hard copies of each.

C. Right-of-way and Easement Requirements –

1. None.

D. Geotechnical Report –

1. Utilize existing geotechnical data available from the City of Plano and TxDOT for improvements.
2. Geotechnical services are not included in this project.

E. Environmental Studies –

1. PBQD will prepare a Categorical Exclusion (CE) document for the proposed project including necessary drawing exhibits and schematic.
2. The data to be used for the CE will be collected from resource agencies, databases, site reconnaissance, and other sources as applicable. The CE will be conducted in accordance with the guidelines of FHWA, NEPA, and Executive Orders, and will be written in the format preferred by the TxDOT Dallas District.
3. The CE will consist of a purpose and need, description of the existing facility and proposed action, and a discussion of any impacts associated with right-of-way and displacements, socio-economics and environmental justice, land use, vegetation, threatened and endangered species, and wildlife habitat, farmland, historic and archeological sites, section 4(f) lands, waters of the U.S. and wetlands, water quality, floodplains, hazardous materials, air quality, traffic noise, construction, and items of special nature such as airway/highway clearances.
4. PBQD will conduct field surveys and research and approvals for Haz-Mat, cultural resources, biology, and environmental justice.
5. PBQD will also participate in all required Public Meetings.

F. Preliminary Design –

1. Provide general project administrative and management services throughout the duration of Phase II design.
2. Attend up to four (4) progress meetings with City of Plano staff.
3. Attend two (2) public education meetings in Plano.

4. Attend up to two (2) coordination meetings with TxDOT, Dallas District.
5. Make 3 site visits during the design stage to verify existing and proposed conditions.
6. Prepare and distribute meeting minutes for all project coordination meetings.
7. Prepare paving plan layouts at 1" = 20' scale and paving details.
8. Prepare grading plans at 1" = 20' scale.
9. Prepare project right of way and control data sheets at 1" = 100' scale.
10. Prepare a drainage area map at 1" = 50' scale.
11. Prepare runoff, inlet and storm drain calculations and include as a plan sheet.
12. Prepare storm drain plan-profile sheets and storm drain lateral profile sheets at 1" = 20' (H) and 1" = 5' (V) scales.
13. Monitor utility plans, landscaping and irrigation plans and surveying data prepared by sub-consultants.
14. Prepare traffic control, sequencing and temporary drainage plans at 1" = 20' scale.
15. Prepare temporary traffic signal plans at 1" = 20' scale.
16. Prepare street light foundation layout sheets at 1" = 100' scale.
17. Prepare Storm Water Pollution Prevention Plan (SWPPP), narrative, EPIC sheet and details at 1" = 100' scale.
18. Prepare roadway cross sections for determining earthwork quantities at 1" = 10' (H) and 1" = 5' (V) scales.
19. Prepare removal plans at 1" = 20' scale. Existing left turn lanes on Preston Rd. will not be removed, but will be cross hatched with pavement markers (buttons) as non-driving lanes.
20. Prepare sign layouts and sign panel details at 1" = 20' scale to include disposition of all existing signs (remove, remain, relocate, etc.).
21. Prepare permanent pavement marking plans and details at 1" = 20' scale.
22. Traffic signal design services shall include the design of new traffic signals at the intersections of Preston Road at Plano Parkway and the intersection of westbound Plano Parkway at the proposed U-turn from eastbound Plano Parkway and at the intersection of eastbound Plano Parkway at the proposed U-turn from westbound Plano Parkway.
23. Prepare plans to modify existing Vivd detection system and wireless traffic signal coordination system (spread spectrum) in accordance with the current City of Plano Transportation Department standards.
24. Traffic signal design services by PB shall include providing three (3) traffic signal timing plans (AM peak, Noon, and PM peak) for a typical weekday and a Saturday timing plan (Noon), coordinating the proposed signals with existing traffic signal systems along Plano Parkway and Preston Road. PB shall not be responsible for collecting turning movement or traffic data for the timing plan designs. This data shall be provided by the City of Plano.

25. Coordinated traffic signal timing plans shall be prepared for Plano Parkway from Ohio Road to Ventura and on Preston Road from the eastbound SH 190 Frontage Road to Old Shepard Place.
26. Prepare quantity summaries of all construction items.
27. Prepare opinions of probable construction costs at the 60%, and 90% stages of design.
28. Select TxDOT Standard Details and print them to be included in the construction documents.
29. Prepare special specifications for items not included in TxDOT or City of Plano standard specifications.
30. Perform in-house quality plan checking at 30%, 60%, and 90% review stages prior to submitting to City of Plano and TxDOT.
31. Prepare and assemble construction documents to be submitted to the City of Plano and TxDOT at the 30% (schematic), 60%, and 90% design stages.

G. Final Design –

1. Revise preliminary plans (90%) incorporating comments from the City of Plano and TxDOT.
2. Incorporate comments from the utility companies.
3. Show location of traffic signal bases, pull boxes and conduit on paving plans.
4. Show location of street light bases, pull boxes and conduit on paving plans based on City design.
5. Finalize construction plans for proposed improvements.
6. Finalize special technical specifications and special conditions (if any).
7. Incorporate standard details into the construction plans and prepare additional details as required.
8. Take off final construction quantities and prepare final construction cost estimates.
9. Submit one set of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
10. Incorporate City final comments into the plans and bid documents.
11. Submit three sets of final (100%) blue line prints (22" x 34"), three bound copies of the bid documents and one unbound original bid document set (22" x 34") to the City of Plano .
12. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

H. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. PB will print the construction bid documents and distribute them to prospective bidders for a cost to be retained by PB to reimburse PB for the

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printing and handling of this distribution. PB will provide up to 8 sets of bid documents to plan rooms at no cost to the plan rooms. Partial sets will not be distributed. PB will keep records of the plan set holders, contact names, e-mail addresses and phone numbers in order to transmit addenda to them during the bidding phase. Electronic plans may be viewed by prospective bidders at the City of Plano Purchasing Department.

3. Furnish plans and bid documents for up to eight plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist City staff in conducting a pre-bid conference, if required and provide written responses to Bidder's questions.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano and TxDOT for awarding a contract to the lowest responsible bidder within four working days of the bid letting.

I. Construction Administration –

1. Assist City staff in a pre-construction conference.
2. Furnish thirteen sets of final construction plans and three sets of the contract documents manual to the City for construction.
3. Perform up to six (6) periodic site visits by the design engineer with a written inspection report submitted to the City for each visit.
4. Provide written responses to requests for information or clarifications.
5. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

J. Construction Control Survey –

1. None.

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying –

1. None.

B. Bridge Design –

1. None.

C. Floodplain Hydraulic Analysis and Permit(s) –

1. None.

D. Landscaping and Irrigation –

1. Provide landscaping and irrigation design to include all landscape areas within 15' back of curb along Plano Parkway. This project does not include the three islands along Preston Road which will be designed by the City of Plano.
2. The phases of work shall consist of landscape & irrigation construction documents. Landscaping plans shall be prepared utilizing AutoCAD software.
3. Prepare landscaping & irrigation construction documents.
4. Prepare Planting Plans to include landscape area calculations and design calculations. These plans will show location, name and quantity of all proposed plantings.
5. The Plant Legend & Details will contain the following information for all proposed plantings: quantity, botanical names, sizes, spacing, minimum height and minimum spread. Sketch details will be provided to aid in the installation of trees, shrubs and groundcovers.
6. Plant Specifications will be prepared to provide guidance and control for all plantings and will meet the City of Plano standards.
7. Prepare an irrigation plan with specifications, notes, and details to serve as irrigation construction documents. These plans will not be based on adapting to the existing irrigation system and will include irrigation sleeves and meter information.
8. A total of two project meetings are anticipated for this project.
9. Prepare quantity summaries and cost estimates at 60%, 90% and 100% stages.

E. Water & Wastewater Main Relocations –

1. Attend the project start-up meeting in Plano.
2. Attend two coordination meetings with PB in Dallas.
3. Review the utility locations prepared by Gorrondona and Associates, Inc. (topo surveying) and compare to utility company as-built plans as available along Preston Road only.

4. Send project plans to utility owners for verification of their facilities and revise the existing utility layouts according to comments received along Preston Road only.
5. Review existing water and wastewater plans and design relocations as necessary to resolve conflicts with the proposed roadway improvements along Preston Road only.
6. Coordinate fire hydrant locations with the Plano CIP Engineering to determine any improvements that may be needed along Preston Road only.
7. Review specifications of the City of Plano and select appropriate ones to be included in the construction documents.
8. Prepare all plans in accordance with TxDOT standards and criteria.
9. Submit plans to PB one week before the 60%, 90% and 100% submittal dates for review by PB. Revise plans for each submittal per PB comments prior to submittals.
10. Prepare quantity take-offs and cost estimates for 60%, 90% and 100% submittals.
11. Provide one original reproducible set of plans to PB for each submittal. PB will make the necessary prints.
12. Perform quality checking of plans prior to submitting to PB at each submittal date and document the checking procedure.
13. Deliverables include a CD with PDF files of plans, estimates, calculations and special provisions that may need to be prepared along with a hard copy of each. One set of original reproducible plans will be submitted at 60%, 90%, 100% review dates and sealed mylars will be submitted as Final plans.

F. Retaining Wall Design –

1. None.

G. EXCLUSIONS –

1. 404 permitting is not anticipated for this project and is therefore not included in the required services.
2. Although the project will be designed in conformance to ADA/TAS requirements, these requirements will be valued at less than \$50,000 and plan submittal to TDLR for review, comment or inspection is not included in the required services.
3. Fees for permits and advertising.
4. Construction staking.
5. Full time project inspection.
6. Designs for trench safety.
7. Design of structures, retaining walls, etc. not included in proposal.
8. Additions and revisions to plans as a result of requests after completion of original final design (unless to make corrections).
9. Quality control and testing services.

10. Prints furnished after acceptance of the required thirteen sets for construction in accordance with this agreement.
11. Geotechnical investigations for design.
12. Monthly coordination meetings with contractors, inspection personnel and City representatives.
13. Expert witness testimony.
14. Subsurface utility engineering to determine existing facility locations and depths.
15. Review monthly payment requests from the contractor.
16. Water and wastewater improvements outside the median area.
17. Landscaping and irrigation designs for Preston Road medians.
18. Topographic field surveys beyond the existing right of way lines.
19. Preparation of change orders during the construction phase.
20. Final inspection and acceptance recommendation.
21. Analysis and/or design of existing storm drainage systems in Preston Rd. and in Plano Parkway. Existing systems are presumed to be adequately sized for storm water runoff associated with the proposed paving improvements.
22. Design of storm water detention structures or facilities.
23. Structural design of special ornate sign supports, sign bridges and sign mountings. TxDOT standard sign mountings will be used for all signs.
24. Data collection of turning movements and traffic counts for timing and phasing designs. These are to be provided by the City of Plano.

EXHIBIT B
Project Schedule
Preston Road (SH 289) @ Plano Parkway Intersection Improvements
City of Plano, Texas
Project Number 5283

| ID | TASK | DURATION (Working Days) | DURATION (Working Weeks) | Scheduled Finish Date | Actual Finish Date |
|----|--|-------------------------------|--------------------------------|--------------------------|-----------------------|
| 1 | Engineer's Notice to Proceed | 0 | 0 | 2/20/2006 | |
| 2 | Sub-Consultant Agreements | 10 | 2 | 3/6/2006 | |
| 2 | Research & Data Collection | 10 | 2 | 3/20/2006 | |
| 3 | Design Survey | 28 | 6 | 5/1/2006 | |
| 4 | Design Schematic (30%) | 25 | 5 | 6/5/2006 | |
| 5 | City & TxDOT Review (Schematic) (30%) | 20 | 4 | 7/3/2006 | |
| 6 | Environmental Studies | 60 | 12 | 8/28/2006 | |
| 7 | City & TxDOT Review (Environmental) | 20 | 4 | 9/25/2006 | |
| 7 | Preliminary Design (60%) | 75 | 15 | 10/16/2006 | |
| 8 | City Review (60%) | 10 | 2 | 10/30/2006 | |
| 9 | TxDOT Review (60%) | 20 | 4 | 11/27/2006 | |
| 10 | Pre-Final Design (90%) | 40 | 8 | 1/22/2007 | |
| 11 | City Review (90%) | 10 | 2 | 2/5/2007 | |
| 12 | TxDOT Review (90%) | 20 | 4 | 3/5/2007 | |
| 13 | Final Plans & Specifications (100%) | 10 | 2 | 3/19/2007 | |
| 14 | City Final Review | 5 | 1 | 3/26/2007 | |
| 15 | TxDOT Final Review (100%) | 20 | 4 | 4/23/2007 | |
| 16 | Advertise For & Receive Sealed Bids | 20 | 4 | 5/21/2007 | |
| 17 | Recommend Award & Bid Tabulation | 5 | 1 | 5/29/2007 | |
| 18 | Prepare Council Agenda & Award | 15 | 3 | 6/18/2007 | |
| 19 | Prepare Contract | 10 | 2 | 7/2/2007 | |
| 20 | Pre-Construction Conference | 5 | 1 | 7/9/2007 | |
| 21 | Construction Notice to Proceed | 5 | 1 | 7/16/2007 | |
| 22 | Construction | 180 | 36 | 4/16/2008 | |
| 23 | Cleanup & Final Acceptance | 5 | 1 | 4/23/2008 | |
| | TOTALS | 628 | 126 | | |

NOTES

1. The schedule is based on a Notice to Proceed being issued by February 20, 2006.
2. The schedule allows for a construction bid letting in May of 2007.
3. City and TxDOT review periods are estimated and cannot be controlled by the Engineer.

EXHIBIT C
COMPENSATION AND METHOD OF PAYMENT

Preston Road (SH 289) @ Plano Parkway Intersection Improvements
City of Plano, Texas

| Task Description | Total Cost |
|--|---------------------|
| LABOR COSTS | |
| BASIC SERVICES | |
| ROUTE SCHEMATIC (FC 110) | \$8,882.90 |
| RIGHT OF WAY AND UTILITY ADJUSTMENTS (FC 130) | \$15,257.00 |
| FIELD SURVEYING (FC 150) | \$24,819.00 |
| ROADWAY DESIGN (FC 160) | \$27,492.40 |
| DRAINAGE (FC 161) | \$10,621.60 |
| SIGNING, PAVEMENT MARKINGS AND TRAFFIC SIGNALIZATION (FC 162) | \$38,829.70 |
| MISCELLANEOUS ROADWAY (FC 163) | \$28,721.10 |
| BID PHASE SERVICES | \$6,991.20 |
| SUB-TOTAL LABOR EXPENSES BASIC SERVICES | \$161,614.90 |
| SPECIAL SERVICES | |
| ENVIRONMENTAL STUDIES (FC 120) | \$9,287.40 |
| PROJECT ADMINISTRATIVE SERVICES (FC 164) | \$12,914.40 |
| CONSTRUCTION PHASE SERVICES | \$12,963.90 |
| SUB-TOTAL LABOR EXPENSES SPECIAL SERVICES | \$35,165.70 |
| TOTAL LABOR EXPENSES | \$196,780.60 |
| SUMMARY | |
| TOTAL LABOR COSTS | \$196,780.60 |
| EXPENSES | \$28,160.55 |
| TOTAL PBQD FEE | \$224,941.15 |
| SUBCONSULTANTS | |
| Gorrondona & Associates, Inc. | \$30,625.00 |
| Berkenbile+Craig Landscape Architects and Planners | \$13,000.00 |
| APM & Associates, Inc. | \$7,055.00 |
| Total DBE Subconsultants | \$50,680.00 |
| % DBE Participation | 22.53% |

PROJECT BUDGET
for
PRESTON RD. (SH 289) AT PLANO PARKWAY INTERSECTION IMPROVEMENTS
PHASE II - CONSTRUCTION DOCUMENTS

| Task No. | Description | Man-hours | | | | | | | TOTAL HR. |
|-------------------------|---|-----------|----|-----|-----|----|-------|----|-----------|
| | | PM | PE | EIT | SCT | CT | ADMIN | | |
| A. DESIGN PHASE: | | | | | | | | | |
| 1 | Project Management & Admin. (64 wk.) | 32 | | | | | | 16 | 48 |
| 2 | Attend Meetings at Plano (4-staff + 2-public) | 18 | 18 | | | | | | 36 |
| 3 | Attend Meetings W/ TxDOT (2 ea.) | 6 | 6 | | | | | | 12 |
| 4 | Data Collection & Review | | 2 | 8 | | | | | 10 |
| PLAN PREPARATION: | | | | | | | | | |
| 5 | Cover Sheet (1 ea.) | | | 1 | | | | 3 | 4 |
| 6 | Sheet Index (1 ea.) | | 1 | 2 | | | | 4 | 7 |
| 7 | General Notes (1 ea.) | | 4 | 2 | | | | 2 | 8 |
| 8 | Typical Sections (2 ea.) | | 1 | 3 | | | | 8 | 12 |
| 9 | Paving Plan Layout (8 ea.) | 1 | 8 | | 24 | | | 40 | 73 |
| 10 | ROW & Control Plan (4 ea.) | | 3 | | | | | 6 | 9 |
| 11 | Paving Details (1 ea.) | | 2 | 6 | | | | 12 | 20 |
| 12 | Grading Plan (8 ea.) | | 2 | | 20 | | | 12 | 34 |
| 13 | Drainage Area Map (2 ea.) | | 2 | 12 | | | | 10 | 24 |
| 14 | Inlet & Storm Sewer Calculations (1 ea.) | | 24 | | | | | 4 | 28 |
| 15 | Storm Drain Plan-Profile (5 ea.) | | 8 | | | | | 16 | 24 |
| 16 | Storm Drain Lateral Profiles (1 ea.) | | 2 | | | | | 16 | 18 |
| 17 | Existing Utility Layout (4 ea.) | | 2 | | | | | 6 | 8 |
| 18 | Street Light Foundation Layout (4 ea.) | | 1 | | | | | 4 | 5 |
| 19 | Water Plan-Profile (5 ea.) | | 4 | | | | | 4 | 4 |
| 20 | Sanitary Sewer Plan-Profile (2 ea.) | | 4 | | | | | 4 | 4 |
| 21 | Traffic Control Plan & Sequencing (8 ea.) | 1 | 10 | 24 | | | | 32 | 67 |
| 22 | Temporary Traffic Signal Plans (4 ea.) | | 8 | 12 | | | | 20 | 40 |
| 23 | Temporary Drainage Plans (2 ea.) | | 6 | | | | | 10 | 16 |
| 24 | EPIC Sheet (1 ea.) | | 4 | | | | | 2 | 6 |
| 25 | SWPPP Narrative (1 ea.) | | 6 | | | | | 4 | 10 |

Plano PS Man-hours

7/12/2006

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PROJECT BUDGET

for

PRESTON RD. (SH 289) AT PLANO PARKWAY INTERSECTION IMPROVEMENTS

PHASE II - CONSTRUCTION DOCUMENTS

| | | | | | | | | |
|----|---|-------------|-------------|-------------|-------------|-------------|------------|--------------|
| 26 | SWPPP Layout (4 ea.) | | 3 | 10 | | 20 | | 33 |
| 27 | SWPPP Details (1 ea.) | | 1 | 6 | | 10 | | 17 |
| 28 | Cross Sections (9 ea.) | 1 | 3 | 12 | | 32 | | 48 |
| 29 | Removal Plans (8 ea.) | | 2 | | | 14 | | 16 |
| 30 | Signing Layouts (8 ea.) | 3 | 8 | | 20 | | | 31 |
| 31 | Sign Support Details Overhead (DELETED) | | | | | | | 0 |
| 32 | Special Sign Details (3 ea.) | | 2 | 14 | | 6 | | 22 |
| 33 | Pavement Marking Layouts (8 ea.) | | 4 | | 12 | | | 16 |
| 34 | Landscaping & Irrigation Layouts (7 ea.) | | 1 | | | | | 1 |
| 35 | Landscaping & Irrigation Details (2 ea.) | | 1 | | | | | 1 |
| 36 | Landscaping & Irrigation Gen. Notes (1 ea.) | | 1 | | | | | 1 |
| 37 | Traffic Signal Plans (4 ea.) | 2 | 32 | 28 | 96 | | | 158 |
| 38 | Signal Wiring & Phasing Diagrams (2 ea.) | | 16 | 16 | 24 | | | 56 |
| 39 | Traffic Signal Details (2 ea.) | | 16 | 16 | 24 | | | 56 |
| 40 | Quantity Summaries (2 ea.) | | 8 | | 22 | | | 30 |
| 41 | Signing Summaries (3 ea.) | | 4 | | 10 | | | 14 |
| 42 | Traffic Signal Summaries (1 ea.) | | 4 | | 10 | | | 14 |
| 43 | Water & Sanitary Sewer Summaries (1 ea.) | | 2 | | | | | 2 |
| 44 | Landscaping & Irrigation Summaries (1 ea.) | | 2 | | | | | 2 |
| 45 | TxDOT Standard Details (30 ea.) | | 4 | | | 8 | | 12 |
| 46 | Prepare Special Specifications | 2 | 14 | | | | | 16 |
| 47 | Cost Estimate at 60%, 90% and Final Stages | 3 | 10 | | | | | 13 |
| 48 | Prepare Environmental Clearance Documents | 2 | 32 | | 32 | 26 | | 92 |
| 49 | Plan Checking (134 ea.) | | 88 | | | | | 88 |
| 50 | TDLR Coordination (DELETED) | 0 | 0 | | 0 | | | 0 |
| | Subtotal PB Design Phase Man-hours | 71 | 386 | 172 | 294 | 327 | 16 | 1266 |
| | Labor Rates | \$155.30 | \$120.00 | \$75.00 | \$92.60 | \$83.60 | \$83.60 | |
| | Subtotal PB Design Phase Labor Costs | \$11,026.30 | \$46,320.00 | \$12,900.00 | \$27,224.40 | \$27,337.20 | \$1,337.60 | \$126,145.50 |
| | | 8.74% | 36.72% | 10.23% | 21.58% | 21.67% | 1.06% | 100.00% |

Plano PS Man-hours

7/12/2006

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PROJECT BUDGET
for
PRESTON RD. (SH 289) AT PLANO PARKWAY INTERSECTION IMPROVEMENTS
PHASE II - CONSTRUCTION DOCUMENTS

| | | | |
|---|--------------------|---|--------|
| DIRECT COSTS | | | |
| MILEAGE: | | | |
| Design | \$425.25 | | |
| Construction | \$267.30 | | |
| DELIVERIES: | | | |
| Design (12 ea. X \$15.00) | \$180.00 | | |
| Construction (34 ea. X \$15.00) | \$510.00 | | |
| REPRODUCTION: | | | |
| Design | \$21,150.00 | | |
| Construction | \$5,628.00 | | |
| SUB-CONSULTANTS: | | | |
| APM & Associates, Inc. | \$7,055.00 | FC 130 | |
| Berkenbile & Craig Landscape Architecture | \$13,000.00 | FC 163 | |
| Gorrondona & Associates, Inc. | \$30,625.00 | FC 130 | FC 150 |
| Total Direct Costs | \$78,840.55 | (See Attached Direct Expenses Summary) | |

Total Project Costs **\$224,941.15**

Note: Labor rates include O/H (159.7%) and Margin (15%)

SCOPE: Provide Professional Engineering, Surveying, Landscaping and Irrigation services for the delivery of construction plans and to provide bidding and construction administration support services for the roadway and traffic signal improvements at the intersection of Preston Road (SH 289) and Plano Parkway in the City of Plano, Texas. Design services are to be based on the Michigan Left Turn With U-Turns Alternative included in Phase I - Alternatives Analysis Study completed on September 16, 2005 and as amended in March, 2006. New roadway construction on Plano Parkway will be designed to the inside median area to avoid the need for additional right of way.

Plano PS Man-hours

7/12/2006

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SUMMARY OF DIRECT EXPENSES
for
PRESTON ROAD AT PLANO PARKWAY INTERSECTION
PHASE II - CONSTRUCTION DOCUMENTS

REPRODUCTION

| PHASE | DESCRIPTION | COPIES | SHEETS | COST | AMOUNT |
|----------------|---------------------------------------|--------|--------|---------|--------------------|
| BASIC | | | | | |
| | 30% Review (24" x 36") - City & TxDOT | 13 | 30 | \$3.00 | \$1,170.00 |
| | 60% Review (24" x 36") - City & TxDOT | 11 | 110 | \$3.00 | \$3,630.00 |
| | Utility Coord. (24" x 36") | 13 | 110 | \$3.00 | \$4,290.00 |
| | 90% Review (24" x 36") - City & TxDOT | 11 | 134 | \$3.00 | \$4,422.00 |
| | TDLR Review (24" x 36") | 0 | 0 | \$3.00 | \$0.00 |
| FINAL | Mylar Originals (24" x 36") | 1 | 134 | \$12.00 | \$1,608.00 |
| | Final Documents (24" x 36") | 15 | 134 | \$3.00 | \$6,030.00 |
| | Subtotal Basic Reproduction | | | | \$21,150.00 |
| SPECIAL | | | | | |
| | Construction Documents - City & TxDOT | 12 | 134 | \$3.00 | \$4,824.00 |
| | Record Drawings - City Review | 2 | 134 | \$3.00 | \$804.00 |
| | Subtotal Special Reproduction | | | | \$5,628.00 |
| | Total PB Reproduction | | | | \$26,778.00 |

DELIVERIES

| BASIC | | NO. | COST | AMOUNT |
|----------------|------------------------------------|-----|---------|-----------------|
| | 30% Review Submittals | 2 | \$15.00 | \$30.00 |
| | 60% Review Submittals | 2 | \$15.00 | \$30.00 |
| | 90% Review Submittals | 2 | \$15.00 | \$30.00 |
| FINAL | Sealed Drawings | 2 | \$15.00 | \$30.00 |
| Misc. | Documents, etc. | 4 | \$15.00 | \$60.00 |
| | Subtotal Basic Deliveries | | | \$180.00 |
| SPECIAL | | | | |
| | Construction Period | 32 | \$15.00 | \$480.00 |
| | Record Drawings | 2 | \$15.00 | \$30.00 |
| | Subtotal Special Deliveries | | | \$510.00 |
| | Total PB Deliveries | | | \$690.00 |

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| BASIC | LOCATION | MILEAGE | | | |
|---------------------------------|---------------------------------|---------|-------|--------|--------------------|
| | | MILES | TRIPS | COST | AMOUNT |
| | City Offices | 60 | 8 | \$0.41 | \$194.40 |
| | Site Visits | 60 | 6 | \$0.41 | \$145.80 |
| | TxDOT Mtg. | 30 | 3 | \$0.41 | \$36.45 |
| | Misc. Coordination | 30 | 4 | \$0.41 | \$48.60 |
| | Subtotal Basic Mileage | | | | \$425.25 |
| SPECIAL | Construction Period | 60 | 11 | \$0.41 | \$267.30 |
| | Subtotal Special Mileage | | | | \$267.30 |
| | Total PB Mileage | | | | \$692.55 |
| TOTAL PB DIRECT EXPENSES | | | | | \$28,160.55 |

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Schedule B
 Fee Proposal
 for
 Preston Road @ Plano Parkway
 Utility Relocations

| Task | Principal | Project Man | Supvr. Engr. | Design Engr. | CADD Tech | Clerical | |
|---|-----------------|-----------------|-------------------|-------------------|-------------------|----------|---|
| Review Utility Locations | | 1 | 1 | 2 | 2 | | |
| Preliminary Plans | 0.5 | 1 | 8 | 12 | 10 | | 1 |
| Final Plans | 0.5 | 1 | 4 | 9 | 15 | | 1 |
| Project Coordination | 0.5 | 1 | 2 | 2 | | | 1 |
| Bid Phase Services | | 0.5 | 2 | 2 | 2 | | 0.5 |
| Construction Phase Services | | 0.5 | 0.5 | 2 | 2 | | 0.5 |
| Total Manhours | 1.5 | 5 | 17.5 | 29 | 31 | | 4 |
| Billing Rate | \$150.00 | \$125.00 | \$100.00 | \$75.00 | \$60.00 | | \$45.00 |
| Total Cost | \$225.00 | \$625.00 | \$1,750.00 | \$2,175.00 | \$1,860.00 | | \$180.00 |
| Direct Expenses (Printing, Mileage, etc.) | | | | | | | \$240.00 |
| | | | | | | | Total Basic Engineering Services |
| | | | | | | | \$7,055.00 |

Prepared by: APM & Associates, Inc.
 Revised Date 6/19/06

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CITY OF PLANO, TEXAS
 Preston Road @ Plano Parkway-Phase II
 Corredona & Associates, Inc.

| DESCRIPTION OF WORK TASK | Proj. Man. | RPLS | Survey Tech | RPLS | Survey Tech | 2-Person Crew | 3-Person Crew | Clerical | Total Labor Hours | Total Labor Cost per Task |
|--|------------|---------|-------------|----------|-------------|---------------|---------------|----------|-------------------|---------------------------|
| Field Surveying | | \$95.00 | \$78.00 | \$56.00 | \$98.00 | \$130.00 | \$45.00 | | | |
| 1. Attend Project Start-up & 2 Coordination Meetings | 6 | | | | | | | | 2 | \$660.00 |
| 2. Establish Horiz. & Vert. Control (X, Y & Z) | 2 | | 8 | | | | | | 2 | \$4,040.00 |
| 3. Provide Deed Research & Prepare ROW owner map | 2 | | 14 | 32 | 16 | | | | 2 | \$4,732.00 |
| 4. Provide Topographic Survey Services | 2 | | 8 | 12 | | 72 | | | 2 | \$10,936.00 |
| 5. Locate & Detail Utilities | | | 2 | 10 | | 18 | | | 2 | \$3,146.00 |
| 6. Provide a Geopak DTM wire-foot interval contours | | | 14 | 10 | | | | | 2 | \$1,742.00 |
| 7. O&MCC | 5 | | 6 | | | | | | 2 | \$1,033.00 |
| 8. Final Deliverables | | | 12 | 50 | | | | | 2 | \$3,826.00 |
| Total | 17 | | 64 | 114 | 48 | 90 | | | 16 | \$30,115.00 |
| Cost | 1,615.00 | | 4,992.00 | 6,384.00 | 4,704.00 | 11,700.00 | | | 720 | \$30,115.00 |

| DIRECT COSTS | QUANTITY | UNIT | COST | TOTAL |
|--|----------|------------|--------------|-------------|
| CADD Plotting | | s.f. | \$1.50 | \$0.00 |
| Digital Ortho Plotting | | s.f. | \$2.50 | \$0.00 |
| 8 1/2" X 11" Copies Paper | 100 | sheet | \$0.10 | \$10.00 |
| 11" X 17" Copies Paper | 50 | sheet | \$0.20 | \$10.00 |
| 11" X 17" Copies Mylar | | sheet | \$2.00 | \$0.00 |
| Lodging | | Room/Day | \$80.00 | \$0.00 |
| Mileage | 1,400 | mile | \$0.35 | \$490.00 |
| Meals (reimbursable with lodging only) | | Person/Day | \$0.00 | \$0.00 |
| Total Direct Costs | | | \$30.00 | \$510.00 |
| | | | Total Fee | \$30,115.00 |
| | | | Direct Costs | \$510.00 |
| | | | Total | \$30,625.00 |

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SR/LEGAL/06EPARSONS2 (07/07)

| Benham-Craig Landscape Architects and Planners PROJECT MANHOOR COSTS FOR Preston Road at Plano Parkway | PRINCIPAL | | PROJECT MANAGER | | LANDSCAPE ARCHITECT & IRRIGATOR | | CAUD/TECHNICAL | | CLERK | |
|--|-----------|--------------------|-----------------|------------|---------------------------------|------------|----------------|------------|-------|--------------------|
| | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost |
| Landscape and Irrigation Construction Documents | | | | | | | | | | |
| 60% Planning Plans | 3 | \$375 | 5 | \$375 | 11 | \$825 | 15 | \$825 | 0 | \$0 |
| 60% Irrigation Plans | 1 | \$125 | 3 | \$345 | 10 | \$750 | 5 | \$275 | 0 | \$0 |
| 90% Planning Plans | 2 | \$250 | 5 | \$375 | 10 | \$750 | 10 | \$550 | 0 | \$0 |
| 90% Irrigation Plans | 2 | \$250 | 3 | \$345 | 10 | \$750 | 15 | \$825 | 0 | \$0 |
| Landscape and Irrigation Specifications | 2 | \$250 | 5 | \$375 | 4 | \$300 | 0 | \$0 | 10 | \$450 |
| Final Landscape and Irrigation Plans | 3 | \$375 | 5 | \$375 | 5 | \$375 | 12 | \$850 | 6 | \$270 |
| Subtotal | 13 | \$1,625 | 26 | \$2,990 | 50 | \$3,750 | 57 | \$3,155 | 16 | \$720 |
| Reimbursable Expenses ** | | | | | | | | | | |
| Printing / Plotting | | \$550.00 | | | | | | | | |
| Courier / Photography / Postage | | \$150.00 | | | | | | | | |
| Subtotal | | \$700.00 | | | | | | | | \$700.00 |
| Staff and Category Subtotals | 13 | \$1,625.00 | 26 | \$2,990.00 | 50 | \$3,750.00 | 57 | \$3,155.00 | 16 | \$720.00 |
| GRAND TOTAL FOR FEES AND REIMBURSABLES | | \$10,000.00 | | | | | | | | \$13,000.00 |

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

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

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

2.2 Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

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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 of

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

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

Name of Contractor

By:

Signature

Print Name

Title

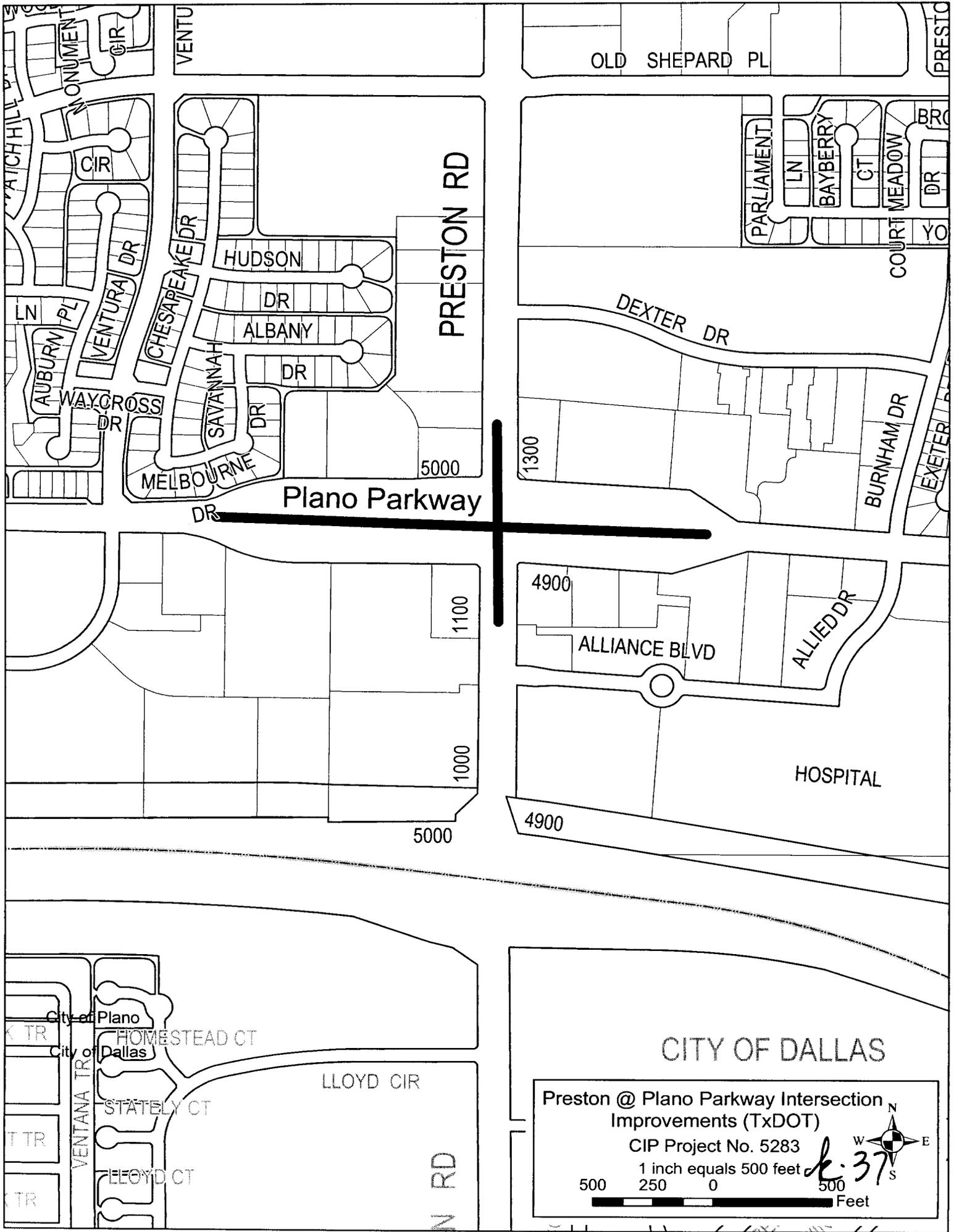
Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

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PRESTON RD

Plano Parkway

OLD SHEPARD PL

DEXTER DR

ALLIANCE BLVD

CITY OF DALLAS

Preston @ Plano Parkway Intersection Improvements (TxDOT)

CIP Project No. 5283

1 inch equals 500 feet

500 250 0 500 Feet



WATCH HILL PL
MONUMENT CIR
AUBURN PL
VENTURA DR
WAYCROSS DR
MELBOURNE DR

VENTURA DR
CHESAPEAKE DR
HUDSON DR
ALBANY DR
SAVANNAH DR
MELBOURNE DR

PRESTON RD
PARLIAMENT LN
BAYBERRY CT
COURT MEADOW DR
DEXTER DR
BURNHAM DR
EXETER DR

City of Plano
City of Dallas
HOMESTEAD CT
STATELY CT
LLOYD CIR
LLOYD CT
VENTANA TR

4900
4900
HOSPITAL
ALLIED DR

1100
1000
5000

4900



**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: 7/24/06 | | Reviewed by Legal | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not Applicable | |
| Department: | Purchasing | | Initials | Date | |
| Department Head | Mike Ryan | Executive Director | | | |
| Dept Signature: | <i>[Signature]</i> | City Manager | <i>[Signature]</i> | <i>7/24/06</i> | |
| Agenda Coordinator (include phone #): Sharron Mason Ext. 7247 | | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER FIRST CONTRACT MODIFICATION | | | | | |
| CAPTION | | | | | |
| Approval of First Modification to Contract No. 2006-093-C increasing the contract by an estimated annual amount of \$38,800.00 for Concrete Mix to Redi-Mix, L.P. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 05/06, 06/07, 07/08 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | 0 | 0 | 0 |
| BALANCE | | 0 | 0 | 0 | 0 |
| FUND(S): GENERAL FUND, WATER & SEWER FUND, MUNICIPAL DRAINAGE FUND | | | | | |
| COMMENTS: This item approves price increases to the concrete contract for an additional estimated amount of \$38,800. Expenditures will be made in the Streets, Drainage, and Utility Operations Departments within the approved budget appropriations for each year of the contract. The new estimated annual amount is \$361,854, based on expected usage. | | | | | |
| STRATEGIC PLAN GOAL: Modifications to the contract for the purchase of Concrete Mix relate to the City's Goal of "Service Excellence". | | | | | |
| SUMMARY OF ITEM | | | | | |
| Staff requests approval of first modification to Contract No. 2006-093-C for Concrete Mix for an additional estimated annual amount of \$38,800.00. Contract No. 2006-093-C was awarded by Council on 5/8/06 to Redi-Mix, L.P. in the estimated annual amount of \$323,054.00. Redi-Mix, L.P. was the only respondent to subsequent Bid No. 2006-138-C for similar line items in the estimated annual amount of \$38,800.00, therefore staff recommends contract modification to incorporate all items into one contract (Contract No. 2006-093-C). | | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | | |
| Bid Recap | | | | | |

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CITY OF PLANO

BID NO. 2006-138-C

CONCRETE MIX (REBID)

BID RECAP

Bid opening Date/Time: May 11, 2006 @ 3:00 pm

of Vendors Notified: 279

of Vendors Viewed: 10

of Vendors submitting "No Bid": 0

of Bids Submitted: 1

| |
|----------------|
| Redi-Mix, L.P. |
| |

Recommended Vendor(s):

Redi-Mix, L.P. \$38,800.00

| | <u>Unit Price</u> | <u>Extended Price</u> |
|--------------|-------------------|-----------------------|
| Line Item #1 | \$77.50 | \$7,750.00 |
| Line Item #2 | \$81.50 | \$8,150.00 |
| Line Item #3 | \$85.50 | \$8,550.00 |
| Line Item #4 | \$77.50 | \$7,750.00 |
| Line Item #5 | \$66.00 | \$6,600.00 |

Sharron Mason

Sharron Mason, Buyer

May 12, 2006

Date

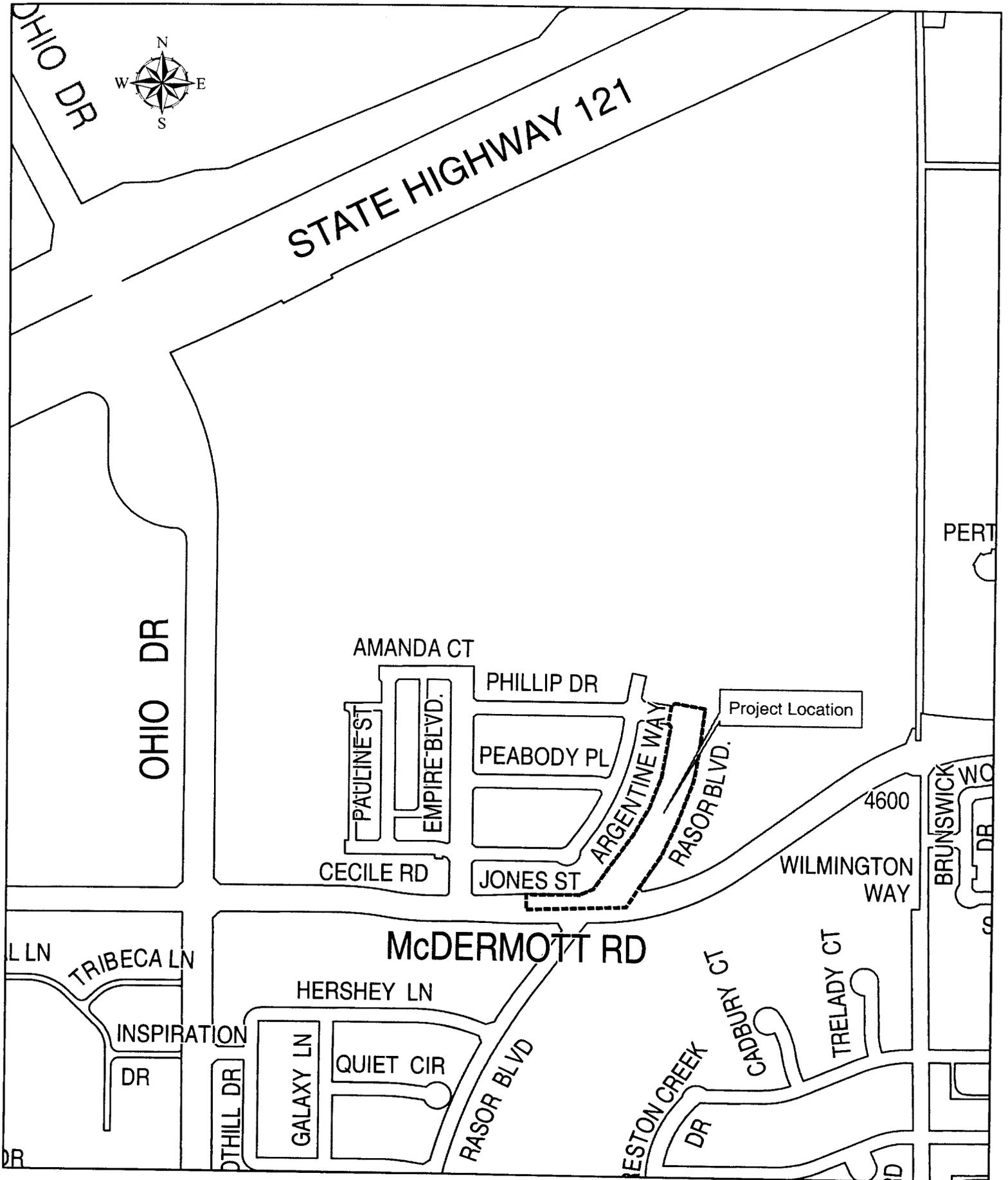
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**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|-----------------------|--|---|--|
| 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: | 7/24/06 | Reviewed by Legal <i>WJ</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> | 7/18/06 |
| Dept Signature: | <i>[Signature]</i> | City Manager | <i>[Signature]</i> | 7/18/06 |
| 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 SUBDIVISION IMPROVEMENT AGREEMENT | | | | |
| CAPTION | | | | |
| To approve the terms and conditions of a Subdivision Improvement Agreement between the City of Plano and Pasquinelli Portrait Homes – Willow Crest LP for oversize paving participation for Razor Road and McDermott 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: | | | | |
| STRATEGIC PLAN GOAL: | | | | |
| SUMMARY OF ITEM | | | | |
| This Subdivision Improvement Agreement provides for the City to reimburse the Developer, Pasquinelli Portrait Homes – Willow Crest LP for a portion of Razor Road and McDermott Road adjacent to Willow Crest Phase III Addition. The Razor Road reimbursement will be in accordance with the Subdivision Ordinance. The McDermott Road reimbursement will be 100% of the cost of improvements normally undertaken by the City. | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Subdivision Improvement Agreement | | n/a | | |
| Location Map | | | | |

PASQUINELLI'S WILLOW CREST



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LOCATION MAP

SUBDIVISION IMPROVEMENT AGREEMENT
(OVERSIZE IMPROVEMENTS)
(PARK IMPROVEMENTS)

THIS AGREEMENT is made and entered into as of the 12th day of **July, 2006**, by and between the **CITY OF PLANO, TEXAS**, a Home Rule Municipal Corporation (the "City") and **Pasquinelli Portrait Homes – Willow Crest LP.**, a **Texas limited partnership** (the "Developer"), in the estimated oversize participation amount of **ONE HUNDRED SEVENTY NINE THOUSAND TWO HUNDRED NINETY FOUR DOLLARS AND THIRTY CENTS (\$179,294.30)**, as shown on Exhibit "A" attached hereto and made a part hereof, and in the estimated park improvement reimbursement amount of **NO DOLLARS AND NO CENTS (\$0.00)** as shown on Exhibit "B" attached hereto and made a part thereof, and in the estimated park land amount of **NO DOLLARS AND NO CENTS (\$0.00)**.

WHEREAS, the Developer is the developer of a certain proposed subdivision called **Willow Crest Phase III**, located in the City of Plano, **Collin County, Texas** (called "Subdivision"); and

WHEREAS, among other reasons, the parties have entered into this Agreement for the purpose of eliminating and avoiding the harmful effects of premature subdivision which leaves property undeveloped and unproductive, and to ensure the completion of public improvements regardless of whether Developer improves or sells any lots within the Subdivision; and

WHEREAS, the benefits of this Agreement inure solely to the City and the Developer, not to any third parties such as lot purchasers, subcontractors, laborers, and suppliers.

NOW, THEREFORE, for and in consideration of **ONE DOLLAR (\$1.00)** and other good and valuable consideration, including without limitation the approval by the City of the final plat of the Subdivision, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I. OBLIGATION TO COMPLETE
PUBLIC IMPROVEMENTS**

1.01. Classes of Improvements

This Agreement calls for the completion by Developer of public improvements certain of which the City will reimburse the Developer for a portion of the costs as provided in Section 3.02 of this Agreement called "Oversize Improvements" (those public improvements for which the City will reimburse the Developer for a portion of the costs, except for park improvements). Those public improvements for which there will be no reimbursement are called "Basic Improvements." The cost reimbursements for "Oversize Improvements" are described in Exhibit "A". The Public Improvements to be made to park land are called "Park Improvements". The amount of the reimbursement for the Park Improvements is set forth on Exhibit "B" attached hereto and made a part hereof. Park Improvement reimbursement is governed by Section 3.03 of this Agreement. The Oversize Improvements, Basic Improvements and Park Improvements are called the "Public Improvements." The Public Improvements are set forth on Exhibit "C" attached hereto and made a part hereof.

1.02. Duty to Construct

Developer shall construct or cause to be constructed the Public Improvements in accordance with the City's Standard Specifications for Public Works Construction, which are made a part hereof by reference ("Standard Specifications"), and Developer's Engineering Plans approved by the City on **July 10, 2006**, which are made a part hereof by reference ("Engineering Plans"). Developer shall commence construction of the Public Improvements no later than **August 30, 2006**, and shall complete the construction of the Public Improvements on or before **August 30, 2007** as set forth above even if it does not begin such construction of private improvements or sell any of such lots. The completion date may be extended by the mutual agreement of the parties hereto.

1.03 Agreed Benefit

Developer agrees that the Public Improvements to be constructed in accordance with this Agreement substantially advances a legitimate governmental interest in providing improved access to new development and expanding infrastructure capacity to accommodate new development. Developer also agrees that Developer's share of the cost of the Public Improvements to be constructed under this Agreement is fair and equitable and is roughly proportional to the impact that Developer's Subdivision will have on the City's roadways and other infrastructure. **Developer further agrees to release, indemnify and hold the City, its officers, officials, agents and employees harmless from and against any constitutional, statutory or common law claims or lawsuits Developer may now have or may accrue in the future related to or arising out of this Agreement or the Public Improvements to be constructed pursuant to this Agreement.**

ARTICLE II. WARRANTIES

2.01. Warranty Against Defects

Developer expressly warrants that the Public Improvements shall be constructed in substantial compliance with the Standard Specifications and Engineering Plans and free from all defects. Developer shall indemnify the City from all expenses and liability incurred by the City as a direct and proximate cause of such defects. This warranty and indemnity shall extend for a period of one (1) year after the acceptance of the dedication of the Oversize Improvements, or if such Public Improvements are accepted separately, one (1) year after acceptance of the dedication of the last completed Public Improvement.

2.02. Remedy of Defects

The Developer shall remedy and repair all defects within twenty (20) days of written notice to Developer from the City that the defect exists. If the defect is of the type that will require additional time in which to remedy, the Developer shall specify in writing to the City within said twenty (20) day period the particular reasons why such repairs cannot be completed in said twenty (20) day period. If, in the City's reasonable opinion, such reasons for delay are justified, the City may grant the Developer additional time. However, in such event the Developer must have commenced the repair work within said twenty (20) day period and continue diligently to complete the repair work. If the City grants additional time, such extension shall be in writing and shall be for a specified period of time which shall be reasonable considering all circumstances.

2.03. Failure of Developer to Remedy Defect

If the Developer fails to meet its warranty obligation, it shall be considered in default and the City, at its option, may:

- (a) Contract with another party for the repair work;
- (b) Complete the repair work with its own crews;
- (c) Contract with another party for the repair work and immediately draw down on the letter of credit or cash escrow for the amount of such repair work;
- (d) Complete the repair work with its own crews, and immediately draw down on the letter of credit or cash escrow for such costs; or
- (e) In the case where the security is a performance or maintenance bond, require that the Surety complete the repair work.

In any cases where the City decides to complete the contract with another party to complete any such work, the City shall do so in a reasonable manner and shall use its reasonable efforts to complete or contract to complete such work.

Additionally, the Developer shall be liable to the City for reimbursement of all actual costs expended by the City as a direct result of completing the repair work if such costs were not obtained by drawing down on the letter of credit or cash escrow or if, in the case of a performance or maintenance bond, the Surety fails to complete the repair work.

In a case where the security is a performance or maintenance bond, if the Surety fails to remedy the defect within thirty (30) days written notice from the City, then the City will be entitled to complete the repair work in accordance with Subsections (a) and (b) above and in such event the Surety, Principal and Developer shall be liable to the City for the actual costs to repair such defects.

ARTICLE III. OVERSIZE AND PARK IMPROVEMENTS

3.01. Contracting Requirements

Before awarding a construction contract for the Oversize Improvements and Park Improvements, the Developer shall submit to the City the total bid for the Oversize Improvements and Park Improvements plus unit price bids. If, in the City's sole opinion, the bid amounts exceed prices normally bid for such Oversize Improvements and Park Improvements, the City may require the Developer to seek additional bids. It is understood that when requesting bids, the Developer must require bidders to separate their bid into unit prices. If, in the City's sole opinion, the bid is not sufficiently detailed, the City may require that the Developer have the bidder revise its bid to add such details. Before the Developer enters into a construction contract which includes Oversize Improvements and/or Park Improvements, all construction documents shall be submitted to the City for its approval, which approval shall not be unreasonably withheld. The construction contract documents shall provide that the City is a third party beneficiary by containing the following language:

"It is hereby agreed that this contract shall be incorporated and made a part of that certain Subdivision Improvement Agreement between the City of Plano and **Paquinelli Portrait Homes – Willow Crest LP** ("Developer"), **Contract No. 5674-2** (the "Subdivision Improvement Agreement"), which Subdivision Improvement Agreement is incorporated herein by reference. The Contractor agrees that the City of Plano shall be a third party beneficiary under this Agreement with regard to the construction of those portions of the work constituting Oversize Improvements as defined in said Subdivision Improvement Agreement. With regard to the Oversize Improvements and Park Improvements described in the Subdivision Improvement Agreement, the Contractor shall provide the same services to the City of Plano that are being

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provided by the Contractor to the Developer under this Agreement. The Contractor agrees that the City will not be responsible for any of its fees or other monies due under this Agreement, but that it will look solely to the Developer for payment of any such monies or fees."

Once such construction documents are approved by the City, the Developer will not amend or change them without prior approval by the City, which approval shall not be unreasonably withheld.

3.02. Oversize Cost Reimbursement

Unlike the situation covered by the Typical Subdivision Improvement Agreement, the Developer is agreeing to construct certain Public Improvements adjacent to the property owned by the Developer and the City is agreeing to reimburse Developer for a portion of the costs of the Public Improvements. Exhibit "A" hereto identifies two separate categories of cost participation by the City in the Public Improvements: The "Razor Road" portion and the "McDermott Road" portion. The City will reimburse the Developer for the Razor Road portion of the Public Improvements as provided in Article VI of the City's Subdivision Ordinance No. 98-9-5 as amended. The City will reimburse the Developer for 100% of the cost of the McDermott Road portion of the Public Improvements that would normally be undertaken by the City.

Notwithstanding anything to the contrary contained in this Agreement, the City agrees to reimburse the Developer within sixty (60) days following the City's approval and acceptance of the Public Improvements.

3.03. Park Cost Reimbursement

The City will only reimburse for those park costs that are eligible for reimbursement (the "Reimbursable Park Costs") as provided for in the Administrative Guidelines. Developer will dedicate to the City the Park Improvements and the "Parkland" on which the Park Improvements will be made. The Parkland consists of **0** acres of land, **0** acres of which are "non-flood plain land" and **0** acres of which are either flood plain land, land located within utility easements, or unusable non-flood plain land. Pursuant to the Administrative Guidelines, the non-flood plain land will be reimbursed at **THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00)** per acre while other categories of land shall be reimbursed at **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)** per acre. Therefore, the total amount of reimbursement for Parkland provided for in this Agreement is **NO DOLLARS AND NO CENTS (\$0.00)**.

When the developer completes the Park Improvements as provided in this Agreement and they are accepted by the City, which acceptance shall not be unreasonably withheld, the City will reimburse the Developer for the Reimbursable Park Improvements and for the cost of the Parkland in the manner provided for in the "Plano Park and Recreation Fee Article" being Article XII of Chapter 16 of the City of Plano

Code of Ordinances (the "Park Fee Ordinance") and the Administrative Guidelines. In the event that the Park Fee Ordinance conflicts with the Administrative Guidelines, the Park Fee Ordinance shall control. The amount, manner, and time of reimbursement shall be strictly governed by the Park Fee Ordinance and the Administrative Guidelines. The Developer's obligation to construct and complete the Park Improvements is independent of and in no way conditioned upon the City's reimbursement of the costs of the Reimbursable Park Improvements and the costs of the Parkland. Unless otherwise provided for in the Park Fee Ordinance and Guidelines, the term "Costs" includes actual costs of construction of the Standard Park Improvements in accordance with the Standard Specifications and Engineering Plans and the construction contract approved in advance by the City, and includes engineering fees not to exceed six percent (6%) of such costs. The term "Costs" specifically excludes any incidental costs.

Notwithstanding anything contained in this Agreement or the Subdivision Ordinance, the Park Fee Ordinance or the Administrative Guidelines to the contrary, the City shall not reimburse that portion of the Oversize Costs and Reimbursable Park Improvement Costs which together exceed thirty percent (30%) of the costs of the Public Improvements.

ARTICLE IV. SECURITY

4.01. Forms of Security

In order to guarantee completion of the Public Improvements and the faithful performance of this Agreement, the Developer no later than ten (10) days after the award of a construction contract and before the commencement of the construction of the Public Improvements shall deliver to the City the following:

(a) A performance bond and a payment bond from the Contractor performing the work in the penal sum of one hundred (100) percent of the cost to complete the Public Improvements insuring the completion of the Public Improvements. The bonds shall be in form and substance identical to the bond forms attached hereto as Exhibit "D" and made a part by reference (the "Performance Bond" and "Payment Bond", respectively; collectively called the "Bonds"), unless changes are approved in writing by the City Attorney or his/her designee, which approval shall not be unreasonably withheld. The Bonds shall be signed by a corporate Surety or Sureties authorized to do business in the State of Texas, and shall be signed by the Contractor performing the work as principal. The City shall be named as a co-obligee in the Bonds. A power of attorney shall be attached to the Bonds evidencing that the agent signing the Bonds has authority to sign the Bonds on behalf of the Surety. The Bonds shall additionally insure that the Public Improvements shall be free of defects for the period of warranty set forth in Article II of this Agreement; and

(b) An irrevocable letter of credit in the sum of one hundred (100) percent of the cost to complete the Public Improvements and in form and substance identical to the letter of credit attached hereto as Exhibit "E" and made a part hereof by reference

(the "Letter of Credit") unless changes are approved in writing by the City Attorney or his/her designee, which approval shall not be unreasonably withheld. The Letter of Credit shall be issued by a local bank approved in advance by the City, which approval shall not be unreasonably withheld. The Letter of Credit shall be payable at sight to the City upon presentation of the City's written statement stating that Developer is in default or that the City is otherwise entitled to draw down on the Letter of Credit. Such certificate shall be conclusive to allow the City to draw the proceeds of the Letter of Credit. In no event shall the City be required to prove to the issuer that the Developer is actually in default or to specify specific grounds of default in order to draw proceeds of the Letter of Credit. The Letter of Credit is intended to be security for the faithful completion of the Public Improvements and to ensure against defects for the warranty period specified in Article II of this Agreement; or

(c) The cash sum of (the "Cash Escrow") in an amount equal to one hundred (100) percent of the cost to complete the Public Improvements. The Cash Escrow is intended to be security (in place of a Letter of Credit) for the faithful completion of the Public Improvements and to ensure against defects for the warranty period specified in Article II of this Agreement.

4.02. Duration of and Reductions of Letter of Credit

(a) The Letter of Credit shall be issued for a period of at least one (1) year. If the Public Improvements have not been accepted by the City within thirty (30) days of the expiration date of the Letter of Credit, and Developer has not provided a new Letter of Credit for an additional period of at least one (1) year, identical in amount (unless the Letter of Credit was previously reduced in amount pursuant to Section 4.02(c)) and in all other respects to the original Letter of Credit (unless the City Attorney or his/her designee approves in writing any changes to the new Letter of Credit), which approval is not unreasonably withheld, then the City shall be entitled to immediately draw down the proceeds of the original Letter of Credit (or previously reduced Letter of Credit). This provision shall not be construed to require that the City accept the new Letter of Credit if Developer is in default and the City has elected to draw down from the proceeds of the original Letter of Credit (or previously reduced Letter of Credit).

(b) Within ten (10) days after the acceptance of the Public Improvements, the Developer shall deliver to the City another Letter of Credit equal in amount to ten (10) percent of the original Letter of Credit, unless the City Attorney or his/her designee approves in writing changes to this Letter of Credit, which approval is not unreasonably withheld. This Letter of Credit shall be for a period of one (1) year and shall be security to insure against defects during the warranty period specified in Article II of this Agreement. However, if this Letter of Credit is not delivered to the City at least thirty (30) days before the expiration of the original Letter of Credit (or the additional new Letter of Credit as described above), then the City shall be entitled to draw down on ten (10) percent of the proceeds of such existing Letter of Credit. Such money shall be held in escrow by the City and used as security against defects during the warranty period. In lieu of the Letter of Credit provided for in this subparagraph (b), the City

Engineer may accept a Maintenance Bond as provided for in subparagraph (d) of this Section 4.02.

(c) From time to time as portions of the Public Improvements are completed in accordance with the Standard Specifications and the Engineering Plans, the Developer may make application to the City Engineer or his/her designee to reduce the amount of the original Letter of Credit or Cash Escrow. If the City Engineer or his/her designee is satisfied that such portion of the completed Public Improvements has been substantially completed in accordance with the Standard Specifications and Engineering Plans, he/she may (but is not required to) cause the amount of the Letter of Credit or Cash Escrow to be reduced by such amount that he/she in his/her reasonable discretion deems is appropriate so that the remaining amount of the Letter of Credit or Cash Escrow adequately ensures the completion of the remaining Public Improvements. If the City Engineer or his/her designee has approved the reduction and the issuing bank will not reduce the Letter of Credit without issuing a new Letter of Credit, the City will accept a new Letter of Credit for such reduced amount, if it substantially conforms with the provisions of this Article IV. The decision of the City Engineer or his/her designee to reduce the amount of the Letter of Credit or Cash Escrow shall in no way be construed as an acceptance by the City of the completed Public Improvements.

(d) When Cash Escrow is used as the security, all accrued interest shall become a part of the Cash Escrow and shall be used as security for the completion of the Public Improvements. The term "Cash Escrow" used in this Agreement includes accrued interest. After final acceptance of the Public Improvements by the City, the Cash Escrow shall be reduced to ten (10) percent of the original Cash Escrow amount. The remaining ten (10) percent Cash Escrow shall be retained for a period of one (1) year after acceptance of the Public Improvements as security to ensure against defects during the warranty period specified in Article II of this Agreement. In lieu of the retention of the ten (10) percent Cash Escrow or ten (10) percent Letter of Credit provided for in paragraph 4.02(b) of this Agreement, the City Engineer may accept a maintenance bond in the same amount from the Contractor actually performing the work. Such maintenance bond shall be substantially in the same form and substance as the form attached hereto as Exhibit "F", which is made a part hereof by reference, unless changes are approved in writing by the City Attorney or his/her designee. At such time as the remaining Cash Escrow is refunded to the Developer, such refund shall include accrued interest, calculated at one (1) percent less than the rate of actual earnings. The one (1) percent accrued interest on the principal amount of the Cash Escrow shall be retained by the City as an administrative expense to cover the cost of administering this Agreement. In the event that money is refunded within six (6) months of deposit, only the principal will be refunded.

ARTICLE V. DEDICATION AND ACCEPTANCE

5.01. City Inspection

During the construction of the Public Improvements the City will inspect the Public Improvements, for compliance with this Agreement, the Standard Specifications and the Engineering Plans. Upon completion of the Public Improvements, the City shall make a final inspection of the Public Improvements.

5.02. Public Improvements to be Constructed on Public Property; Good Title

Public Improvements other than Park Improvements shall be constructed wholly within property dedicated to the public in fee simple absolute or within easements. Park land dedication shall be made to the City of Plano in fee simple absolute. All Park Improvements shall be made on such park land dedications to the City. All dedications shall be made complete prior to final acceptance by the City. At the option of the City, the City may require that the Developer convey by warranty deed, fee simple title to the City of all or part of the real property upon which the Public Improvements are located. In addition, the City may require, at its option, that Developer provide at Developer's cost title insurance in an amount equal to the cost of the Oversize Improvements and Park Improvements, or such other evidence of title acceptable to the City Attorney or his/her designee, indicating that the City will be receiving good and indefeasible fee simple title free and clear of all liens, encumbrances and restrictions.

5.03. Final Acceptance

If the Public Improvements are completed except screening walls, landscape and growth of erosion control materials, and surety is provided (in accordance with the Subdivision Regulations) to insure completion of the remaining items, the final plat can be submitted to the Planning and Zoning Commission. If approved by the Commission, the plat will be recorded at the County Clerk's office, by the Engineering Department, within five (5) working days after receipt of mylars executed by the owners and surveyor. If the Public Improvements are in substantial compliance with this Agreement, the Standard Specifications, and the Engineering Plans, and the final subdivision plat has been approved and filed of record in the County Land Records, and so long as the Developer has substantially complied with Sections 5.01 and 5.02 of this Agreement, the City Engineer shall issue his/her letter of acceptance which shall evidence the City's acceptance of ownership and maintenance of the Public Improvements and the real property associated therewith. In no event shall the City be required to accept separate Public Improvements at different times. However, nothing shall preclude the City from doing so if, in the reasonable opinion of the City Engineer, it is beneficial and feasible for the City to do so.

ARTICLE VI. DEFAULT AND REMEDIES

6.01. Events of Default

The following shall be considered as events of default:

(a) The Developer has failed to commence construction of the Public Improvements by the date specified in Section 1.02 of this Agreement.

(b) The Developer has failed to substantially complete construction of the Public Improvements in accordance with the Standard Specifications and Engineering Plans by the completion date specified in Section 1.02 of this Agreement.

(c) The Developer has failed to perform work on the Public Improvements for fourteen (14) consecutive days, unless due to causes beyond Developer's control.

(d) The Developer has been declared insolvent.

(e) The filing of a voluntary or involuntary petition in bankruptcy by or against the Developer.

(f) The commencement of a foreclosure proceeding of a lien against the Property, or its conveyance in lieu of foreclosure.

(g) The Developer's failure to cure a defect within the cure period provided in Section 2.02 of this Agreement.

(h) The failure of the contractor and any subcontractor who actually performs construction work on the Public Improvements to maintain insurance as required by Section 7.02 of this Agreement.

(i) The failure of Developer to substantially comply with any other covenant or promise contained in this Agreement.

6.02. Specific Remedies

(a) In the event of default by Developer, after notice and applicable time period, the City shall be entitled to draw down on the proceeds of the Letter of Credit when a Letter of Credit has been issued as security, use the Cash Escrow when it has been deposited with the City, and to require that the Surety remedy the default when a performance or maintenance bond has been issued. Notwithstanding the foregoing, in the event of default, the damages that the City is entitled to recover from developer shall not be limited to the amount of the Letter of Credit, Cash Escrow and Performance Bond, but shall be based upon the actual costs reasonably incurred in completing the Oversize Improvements or to cure defects within the warranty period.

(b) In the event the City files an action to enforce the terms of this Agreement, including without limitation, a court action or claim in bankruptcy court, the City will be entitled to its actual court costs and reasonable attorneys' fees.

6.03. Performance Bond Surety

In the case where a performance or maintenance bond is the security, the City shall give the Surety thirty (30) days written notice to commence work to complete the Public Improvements or correct a defect if within the warranty period. If the Surety has not commenced work within said thirty (30) day period, the City shall be entitled to complete the work or repair the defect by contract or by its own forces in compliance with Section 2.03 of this Agreement. In such event, the City shall be entitled to reimbursement from the Developer and Surety, jointly and severally, for the actual costs of completion.

6.04. Remedies Cumulative

The remedies of the City provided in this Agreement shall be construed to be cumulative and nonexclusive. The City shall also be entitled to exercise all other rights and remedies that are available at law and in equity. Specifically the right to draw down on the proceeds of the Letter of Credit, or Cash Escrow or to require the Surety to complete the work or repair the defect are in addition to and not in lieu of the City's other rights and remedies.

ARTICLE VII. INDEMNIFICATION AND INSURANCE

7.01. Indemnity

The Developer and its Sureties shall indemnify, defend, and hold harmless the City, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries, including death or damages received or sustained by any person or property on account of or arising out of the construction of the Public Improvements or defects existing within the warranty period; or on account of or arising out of the operations of the Developer, its contractor, agents or employees or the contractor's subcontractors, agents or employees; or on account of any negligent act or omission of the Developer, its contractor, agents or employees or the contractor's subcontractors, agents or employees; or on account of any failure to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment with costs, which may be obtained against the City, its officers, agents or employees growing out of such injury, including death or damages.

7.02. Insurance

All contractors or subcontractors performing any portion of the work to construct or complete the Public Improvements must meet the insurance requirements of 1.26.1 of the special provisions of the Standard Specifications required for heavy construction, and the policy endorsement and special condition requirements of Item 1.26.4 of the Standard Specifications.

ARTICLE VIII. MISCELLANEOUS

8.01. Assignment

This Agreement may not be assigned without the express written consent of the City. However, the City shall consent to such an assignment if all of the following conditions are satisfied:

- (a) Developer is not in default;
- (b) The assignment is to a new owner and developer of the Property;
- (c) Developer provides the City with written evidence satisfactory to the City Attorney or his/her designee that the new owner is the record owner of the Property;
- (d) Developer delivers to the City an original counterpart of the assignment fully executed by the Developer and new owner in form and substance identical (unless such changes are approved by the City Attorney or his/her designee) to the document attached hereto as Exhibit "G" and made a part hereof by reference (the "Assignment"). Under the Assignment, the new owner shall assume and agree to perform all obligations of the Developer under this agreement; and
- (e) The new owner delivers to the City the security required by this Agreement.

The City Manager, an Executive Director or City Engineer of the City are authorized to approve assignments on behalf of the City.

8.02. Entire Agreement

This Agreement contains the entire agreement between the City and the Developer, and cannot be varied except by written agreement executed by the parties hereto.

8.03. Time is of the Essence

Time is of the essence of this Agreement.

8.04. Notice

Any notice to be given or to be served upon a party hereto in connection with this Agreement must be in writing and may be given by 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, it shall be deemed to have been given and delivered to and received by the party (or such party's agent or representative) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth under their respective signatures below. In case of the Surety, notice shall be given to the Surety at the address set forth in the Performance Bond. Any party hereto, including the Surety on the Performance Bond, may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

8.05. Nonwaiver

No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. No delay or omission in the exercise of any right or remedy accruing to the City upon a breach of this Agreement by the Developer or its Sureties will impair its right or remedy or be construed as a waiver for any such breach theretofore or thereafter occurring. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

8.06. No Vested Rights

Nothing in this Agreement shall be implied to vest any rights in the Developer except as are provided by statute, ordinance or as expressly provided in this Agreement.

8.07. Recitals and Headings

Recitals contained at the beginning of this Agreement shall be construed as a part of this Agreement. However, headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

8.08. Successors and Assigns, Covenants with the Land, and Subordination by Lienholders

This Agreement shall be binding upon the successors and assigns of the Developer and shall be covenants running with the land described herein as the Property and be binding upon all future owners of the Property. This Agreement or a memorandum thereof, may be recorded in the Land Records of the county in which the

Property is located. All existing lienholders shall be required to subordinate their liens to the covenants contained in this Agreement.

8.09. Venue

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. Exclusive venue shall be in Collin County, Texas.

8.10. Severability

In case any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability 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.

8.11. No Waiver of Governmental Immunity

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign or governmental immunity.

8.12. Developer's Authority

The Developer represents and warrants to the City that it has full power and authority to enter into and fulfill the obligations of this Agreement.

EXECUTED as of the date first above written.

**CITY OF PLANO, TEXAS
A Home Rule Municipal Corporation**

By: _____
Name: **ALAN L. UPCHURCH, P.E.**
Title: City Engineer
Address: 1520 K Avenue
PO Box 860358
Plano, Texas 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**PASQUINELLI PORTRAIT HOMES – WILLOW
CREST LP
a Texas limited partnership**

**BY: PASQUINELLI GP, LLC
a Delaware limited liability company
its General Partner**

By: _____
Name: _____
Title: _____
Address: _____

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ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2006, by **Alan L. Upchurch, P.E., City Engineer** of the **City of Plano, Texas**, a Home Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

--- AND ---

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, _____, 2006 by _____, _____ of Pasquinelli GP, LLC, a Delaware limited liability company and General Partner of Pasquinelli Portrait Homes – Willow Crest LP, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

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EXHIBIT "A"

OVERSIZE IMPROVEMENTS

WINKELMANN & ASSOCIATES, INC
6750 Hillcrest Plaza Drive, Suite 100
Dallas, Texas 75230
972-490-7090 Fax: 972-490-7090

CONSTRUCTION COST ESTIMATE

Date: 7/7/2006
Proj # 45805

EXHIBIT "A-1"

Project Description: Willow Crest Phase 1
Total Razor Road Improvements
By: Russell Bantau

Razor Road Improvements

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|----------|--|------|----------|------------|---------------------|
| * | 8" 5000psi concrete pavement w/#3 @ 24" ocev and integral curb (25' B-B) | SY | 900 | \$28.42 | \$ 25,578.00 |
| * | 6% Lime Stabilization | SY | 987 | \$1.82 | \$ 1,796.34 |
| * | Street & ROW excavation | CY | 489 | \$2.30 | \$ 1,124.70 |
| * | Hydrated Lime (32 #/SY) | TONS | 11 | \$90.00 | \$ 990.00 |
| * | Standard Street Header | LF | 19.5 | \$4.81 | \$ 93.80 |
| * | Barrier free ramps with pavers | EA | 2 | \$1,100.00 | \$ 2,200.00 |
| * | Metal Beam Guard Fence | LF | 19.5 | \$23.48 | \$ 457.86 |
| * | Traffic Control & Barricade | LS | 0.26 | \$2,500.00 | \$ 650.00 |
| * | Difference between 8'x5' BOX & 72" RCP = (\$125.00 * 160 L.F. * 25%) | LS | 1 | \$5,000.00 | \$ 5,000.00 |
| * | SUBTOTAL | | | | \$ 37,890.70 |
| * | City of Plano Engineering Reimbursement (6%) | | | 6% | \$ 2,273.44 |
| | CITY OF PLANO PARTICIPATION | | | | \$ 40,164.14 |

EXHIBIT "A"

OVERSIZE IMPROVEMENTS

WINKELMANN & ASSOCIATES, INC
 6750 Hillcrest Plaza Drive, Suite 100
 Dallas, Texas 75230
 972-490-7090 Fax: 972-490-7090

CONSTRUCTION COST ESTIMATE-McDERMOTT-RASOR INTERSECTION

Date: 7/7/2006

EXHIBIT "A-2"

Project Description: Willow Crest Phase 1
 McDermott Road-Rasor Road Improvements
 By: Russell Bantau

McDermott Road Improvements

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|----------|---|------|----------|------------|---------------------|
| | McDermott Road Paving Improvements | | | | |
| * | 8" 5000psi concrete pavement Rasor Road Left Turn | SY | 495 | 36.35 | \$ 17,993.25 |
| * | 8" 5000psi concrete pavement McDermott Road | SY | 2355 | 32.35 | \$ 76,184.25 |
| * | 6% Lime Stabilization | SY | 2975 | 1.82 | \$ 5,414.50 |
| * | Street & ROW excavation | CY | 275 | 1.75 | \$ 481.25 |
| * | Hydrated Lime (32 #/SY) | TONS | 48 | 90.00 | \$ 4,320.00 |
| * | Sawcut & Remove existing curb | LF | 380 | 7.17 | \$ 2,724.60 |
| * | Longitudinal Butt Joint | LF | 380 | 5.47 | \$ 2,078.60 |
| * | 2" PVC conduit | LF | 279 | 6.50 | \$ 1,813.50 |
| * | Pull Box | EA | 4 | 400.00 | \$ 1,600.00 |
| * | Brick Pavers w/Concrete Base | SF | 672 | 12.51 | \$ 8,406.72 |
| * | Standard Street Header | LF | 80 | 4.81 | \$ 384.80 |
| * | Metal Beam Guard Fence | LF | 80 | 23.48 | \$ 1,878.40 |
| * | Traffic Control & Barricade | LS | 1 | 4,000.00 | \$ 4,000.00 |
| * | Testing | LS | 1 | 2,000.00 | \$ 2,000.00 |
| * | Payment, Performance & Maintenance Bonds | LS | 1 | 1,975.00 | \$ 1,975.00 |
| * | SUBTOTAL | | | | \$131,254.87 |
| * | City of Plano Engineering Reimbursement (6%) | | | 0.06 | \$ 7,875.29 |
| | CITY OF PLANO PARTICIPATION 100% | | | | \$139,130.16 |

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EXHIBIT "B"
PARK IMPROVEMENTS

"NONE"

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EXHIBIT "C"

PUBLIC IMPROVEMENTS

WINKELMANN & ASSOCIATES, INC
 6750 Hillcrest Plaza Drive, Suite 100
 Dallas, Texas 75230
 972-490-7090 Fax: 972-490-7090

CONSTRUCTION COST ESTIMATE

EXHIBIT "C-1"

Date: 7/7/2006
 Proj # 45805

Project
 Description:
 Hidden
 Creek
 Phase 3 &
 4 Willow Crest Phase 1
 Total Razor Road Improvements
 By: Russell Bantau

Razor Road Improvements

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|----------|--|------|----------|------------|--------------|
| * | 8" 5000psi concrete pavement w/#3 @ 24" ocev and integral curb | SY | 2599 | \$28.42 | \$ 73,863.58 |
| * | 6% Lime Stabilization | SY | 2780 | \$1.82 | \$ 5,059.60 |
| * | Street & ROW Excavation | CY | 1880 | \$2.30 | \$ 4,324.00 |
| * | Hydrated Lime (32 #/SY) | TONS | 44 | \$90.00 | \$ 3,960.00 |
| * | 4" Acrylic Reflective White Square Traffic Button | EA | 155 | \$4.50 | \$ 697.50 |
| * | Pull Box | EA | 1 | \$400.00 | \$ 400.00 |
| * | Barrier Free Ramp with pavers | EA | 2 | \$1,100.00 | \$ 2,200.00 |
| * | Standard Street Header | LF | 25 | \$4.81 | \$ 120.25 |
| * | Metal Beam Guard Fence | LF | 25 | \$23.48 | \$ 587.00 |
| * | Traffic Control & Barricade | LS | 1 | \$2,500.00 | \$ 2,500.00 |
| * | SUBTOTAL | | | | \$ 93,711.93 |
| * | City of Plano Engineering Reimbursement (6%) | | | 6% | \$ 5,622.72 |
| | TOTAL PUBLIC IMPROVEMENT | | | | \$ 99,334.65 |

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EXHIBIT "C"
PUBLIC IMPROVEMENTS

WINKELMANN & ASSOCIATES, INC
6750 Hillcrest Plaza Drive, Suite 100
Dallas, Texas 75230
972-490-7090 Fax: 972-490-7090

CONSTRUCTION COST ESTIMATE-McDERMOTT-RASOR INTERSECTION

Date: 7/7/2006
Proj # 45805

EXHIBIT "C-2"

Project Description: Willow Crest Phase 1
McDermott Road-Rasor Road Intersection
Improvements
By: Russell Bantau

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|----------|---|------|----------|------------|----------------------|
| | McDermott Road Paving Improvements | | | | |
| * | 8" 5000psi concrete pavement Rasor Road Left Turn | SY | 495 | 36.35 | \$ 17,993.25 |
| * | 8" 5000psi concrete pavement McDermott Road | SY | 2355 | 32.35 | \$ 76,184.25 |
| * | 6% Lime Stabilization | SY | 2975 | 1.82 | \$ 5,414.50 |
| * | Street & ROW excavation | CY | 275 | 1.75 | \$ 481.25 |
| * | Hydrated Lime (32 #/SY) | TONS | 48 | 90.00 | \$ 4,320.00 |
| * | Sawcut & Remove existing curb | LF | 380 | 7.17 | \$ 2,724.60 |
| * | Longitudinal Butt Joint | LF | 380 | 5.47 | \$ 2,078.60 |
| * | 2" PVC conduit | LF | 279 | 6.50 | \$ 1,813.50 |
| * | Pull Box | EA | 4 | 400.00 | \$ 1,600.00 |
| * | Brick Pavers w/Concrete Base | SF | 672 | 12.51 | \$ 8,406.72 |
| * | Standard Street Header | LF | 80 | 4.81 | \$ 384.80 |
| * | Metal Beam Guard Fence | LF | 80 | 23.48 | \$ 1,878.40 |
| * | Traffic Control & Barricade | LS | 1 | 4,000.00 | \$ 4,000.00 |
| * | Testing | LS | 1 | 2,000.00 | \$ 2,000.00 |
| * | Payment, Performance & Maintenance Bonds | LS | 1 | 1,975.00 | \$ 1,975.00 |
| * | SUBTOTAL | | | | \$ 131,254.87 |
| * | City of Plano Engineering Reimbursement (6%) | | | 0.06 | \$ 7,875.29 |
| | TOTAL PUBLIC IMPROVEMENT | | | | \$ 139,130.16 |

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EXHIBIT "D"

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS: That _____ whose
address is _____

_____ hereinafter called Principal, and
_____, a corporation
organized and existing under the laws of the State of _____, and fully licensed
to transact business in the State of Texas, as Surety, are held and firmly bound unto
the **CITY OF PLANO**, a municipal corporation organized and existing under the laws of
the State of Texas, hereinafter sometimes called "City", and
_____, hereinafter
sometimes called "Owner" (the City and Owner are collectively called "Obligees"), in the
penal sum of _____ **DOLLARS** (\$_____) in
lawful money of the United States, to be paid in Collin County, Texas, for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors jointly and severally, firmly by these presents. This
Bond shall automatically be increased by the amount of any Change Order or
Supplemental Agreement which increases the Contract price, but in no event shall a
Change Order or Supplemental Agreement which reduces the Contract price decrease
the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the
Principal entered into a certain Contract with Owner (the "Contract") dated the ____ day
of _____, 20____, which is made a part hereof by reference, wherein the
City is a third party beneficiary with regard to the completion of certain public
improvements (as defined therein); said Contract calling for the completion of the public
improvements among other things.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and
fulfill all of the undertakings, covenants, terms, conditions and agreements of said
Contract in accordance with the plans, specifications and Contract Documents during
the original term thereof and any extension thereof which may be granted by Obligees,
with or without notice to the Surety, and shall also well and truly perform and fulfill all
the undertakings, covenants, terms, conditions and agreements of any and all duly
authorized modifications of said Contract that may hereafter be made, notice of which
modifications to the Surety being hereby waived; and, if the Principal shall fully
indemnify and save harmless the Obligees from all costs and damages which Obligees

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may suffer by reason of failure to so perform herein and shall fully reimburse and repay Obligees all outlay and expense which the Obligees may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of V.T.C.A., Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in ____ copies, each one of which shall be deemed an original, this, the _____ day of _____, 20____.

PRINCIPAL: _____

BY: _____
Name

TITLE: _____

SURETY: _____

BY: _____
Name

TITLE: _____

ATTEST:

ATTEST:

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The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: Date on Page 1 of Performance Bond must be same date as Contract. Date on Page 2 of Performance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

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EXHIBIT "D"

PAYMENT BOND

STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS: That _____
whose address is _____, hereinafter called Principal, and
_____, a corporation organized and existing under the laws of
the State of _____, and fully licensed to transact business in the State of Texas,
as Surety, are held and firmly bound unto the **CITY OF PLANO**,
a home-rule municipal corporation organized and existing under the laws of the State of
Texas, hereinafter called "Owner", and unto all persons, firms, and
corporations who may furnish materials for, or perform labor upon the building
or improvements hereinafter referred to in the penal sum of
_____ **DOLLARS** (\$_____) in
lawful money of the United States, to be paid in Collin County, Texas, for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors jointly and severally, firmly by these presents. This
Bond shall automatically be increased by the amount of any Change Order or
Supplemental Agreement which increases the Contract price, but in no event shall a
Change Order or Supplemental Agreement which reduces the Contract price decrease
the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the
Principal entered into a certain Contract with the City of Plano, the Owner, dated on or
about the _____ day of _____, A.D. 20____, which is made a part
hereof by reference, for the _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its
duties and make prompt payment to all persons, firms, subcontractors, corporations
and claimants supplying labor and/or material in the prosecution of the Work provided
for in said Contract and any and all duly authorized modifications of said Contract that
may hereafter be made, notice of which modification to the Surety is hereby expressly
waived, then this obligation shall be void; otherwise it shall remain in full force and
effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive
Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby
stipulates and agrees that no change, extension of time, alteration or addition to
Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings,

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etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of V.T.C.A., Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by V.A.T.S., Insurance Code Article 7.19-1.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this, the _____ day of _____, 20__.

PRINCIPAL: _____

BY: _____
Name

ATTEST:

TITLE: _____

SURETY: _____

BY: _____
Name

ATTEST:

TITLE: _____

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: Date on **Page 4** of Payment Bond must be **same date as Contract**. Date on **Page 5** of Payment Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

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EXHIBIT "E"

IRREVOCABLE LETTER OF CREDIT
(Letterhead of Bank)

City of Plano, Texas
1520 K Avenue
P.O. Box 860358
Plano, Texas 75086-0358

Gentlemen:

By order of our client, _____, we hereby open our clean Irrevocable Letter of Credit No. _____, in your favor for an amount not to exceed the aggregate of U.S. \$ _____ (_____ U.S. Dollars), effective immediately and expiring at our offices on _____, _____, relative to our client's Contract No. _____ entitled Subdivision Improvement Agreement.

Funds under this Letter of Credit are available against your sight draft or drafts on us, mentioning thereon our Credit No. _____. Each such draft must be accompanied by your signed written statement to the effect that _____ has failed to comply with the terms and conditions of the above-mentioned Contract. Said written statement shall be sufficient if signed by any one of the following representatives of the city of Plano: City Manager, an Executive Director, City Engineer or Finance Director. The above-mentioned written statement shall be sufficient and conclusive and you will not be required to specify the nature or grounds of noncompliance with or default of the above-mentioned Contract.

The amount of this Letter of Credit may be reduced at the sole option of the City of Plano upon our receipt of a written statement signed by any one of the above representatives of the City of Plano specifying the amount of the reduction.

If we receive your sight draft or drafts and statement or statements as mentioned above, here at our _____ office, on or before the expiration date of this Letter of Credit, we will promptly honor the same.

A B C BANK

BY: _____
Name: _____
Title: _____

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EXHIBIT "F"

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS: _____ of the City of _____, County of _____ and State of Texas, as Principal, and _____, authorized under the laws of the State of Texas to act as surety on bonds for principals, (called "Surety"), are held and firmly bound unto the **CITY OF PLANO**, a Home Rule Municipal Corporation (called "City"), in the penal sum of _____ **DOLLARS \$**_____, for the payment of which, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a contract (called "Contract") with _____ (called "Developer") dated the ____ day of _____, _____, which among other things calls for the construction of certain public improvements (called "Work"), which inure to the benefit of the City, such public improvements being in connection with development of _____, an addition or subdivision incorporated hereby reference and which public improvements are listed on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, under the terms of the specifications of the Work, the Principal is required to give a bond in the amount specified hereinabove to guarantee the replacement and repair of defective or faulty workmanship furnished or installed by the Principal for a period of one (1) year, from and after the date the Work is completed by Principal and accepted by the City.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall for a period of one (1) year, from and after the date the Work is completed by the Principal and accepted by the City, replace and repair any and all defective or faulty workmanship in the Work, then the above obligation shall be void; otherwise, the said obligation shall remain in full force and effect.

Venue for any action to enforce this Bond shall be Collin County, Texas

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, _____.

Principal
By: _____
Title: _____
Address: _____

Surety
By: _____
Title: _____
Address: _____

The name and address of the Resident Agent of Surety is:

Name: _____
Address: _____
City, State, Zip _____

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EXHIBIT "G"

ASSIGNMENT OF SUBDIVISION IMPROVEMENT

"NOT APPLICABLE"



**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: | 7/24/06 | Reviewed by Legal | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: | Engineering | Initials | Date | |
| Department Head | Alan D. Upchurch | Executive Director | 7/18/06 | |
| Dept Signature: | <i>Alan D. Upchurch</i> | City Manager | 7/18/06 | |
| Agenda Coordinator (include phone #): | | Irene Pegues (7198) | | |
| 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 IMPROVEMENT AGREEMENT | | | | |
| CAPTION | | | | |
| To approve the terms and conditions of a Public Improvement Agreement by and between the City of Plano and Component Construction Company, Ltd., for participation in N Avenue extension from Plano Parkway to SH 190. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | 2005-06 | Prior Year (CIP Only) | Current Year | Future Years |
| Budget | | 0 | 210,000 | 150,000 |
| Encumbered/Expended Amount | | 0 | 0 | 0 |
| This Item | | 0 | -231,976 | 0 |
| BALANCE | | 0 | -21,976 | 150,000 |
| TOTALS | | | | |
| | | | | 360,000 |
| | | | | -231,976 |
| | | | | 128,024 |
| FUND(S): STREET IMPROVEMENT CIP & WATER CIP | | | | |
| COMMENTS: Funds are included in the Re-Estimated 2005-06 Street Improvement & Water CIP for the N Avenue – Plano Parkway to 190 Streets and Water projects. This item, in the amount of \$231,976, will be encumbered in the current fiscal year and carry forward to the cash allocations of 2006-07. | | | | |
| STRATEGIC PLAN GOAL: Street construction relates to the City's Goals of Safe, Efficient Travel. | | | | |
| SUMMARY OF ITEM | | | | |
| This Public Improvement Agreement provides for the City to pay for the typical developer's responsibilities for that portion of the N Avenue extension across the TXU right of way and Hunt Properties. Neither TXU or Hunt receives any benefit from the road extension. The City is also paying for a deceleration lane on SH 190. The total City participation is \$231,975.88. Payment will be made to Component Construction monthly based on actual work completed. | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Public Improvement Agreement , Location Map | | N/A | | |

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Contract No. _____

PUBLIC IMPROVEMENT AGREEMENT
(INFRASTRUCTURE IMPROVEMENTS)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2006, by and between the **CITY OF PLANO, TEXAS**, a Home Rule Municipal Corporation (the "City") and **COMPONENT CONSTRUCTION COMPANY, LTD.**, a Texas limited partnership (the "Developer"), in the estimated participation amount of **TWO HUNDRED THIRTY ONE THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS AND EIGHTY EIGHT CENTS (\$ 231,975.88)**, as shown on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the owners of certain tracts of real property which are located along a certain proposed improved right-of-way called "Avenue N", located in the City of Plano, Collin County, Texas (hereafter called the "Public Improvements") have designated the Developer to act on their behalf in causing the Public Improvements to be designed and constructed; and

WHEREAS, among other reasons, the parties have entered into this Agreement for the purpose of eliminating and avoiding the harmful effects of premature construction which leaves property undeveloped and unproductive, and to ensure the completion of the Public Improvements; and

WHEREAS, the benefits of this Agreement inure solely to the City and the Developer, not to any third parties such as subcontractors, laborers, and suppliers.

NOW, THEREFORE, for and in consideration of **ONE DOLLAR (\$1.00)** and other good and valuable consideration, including without limitation the approval by the City of the final plans for the Public Improvements, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. OBLIGATION TO COMPLETE
PUBLIC IMPROVEMENTS

1.01. Classes of Improvements

This Agreement calls for the completion by Developer of the Public Improvements, a certain portion of the cost of which the City will reimburse the Developer. The City's cost reimbursement for the Public Improvements is described in Exhibit "A". The construction costs for the Public Improvements are set forth on Exhibit "B" attached hereto and made a part hereof. An overview of the Public Improvements is set forth on Exhibit "C" attached hereto and made a part hereof.

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1.02. Duty to Construct

Developer shall construct or cause to be constructed the Public Improvements in accordance with the City's Standard Specifications for Public Works Construction, which are made a part hereof by reference ("Standard Specifications"), and Developer's Engineering Plans approved by the City on _____, which are made a part hereof by reference ("Engineering Plans"). Developer shall commence construction of the Public Improvements no later than _____, and shall complete the construction of the Public Improvements on or before _____.

1.03 Agreed Benefit

Developer agrees that the Public Improvements to be constructed in accordance with this Agreement substantially advance a legitimate governmental interest in providing access for new development and expanding infrastructure capacity to accommodate new development. Developer also agrees that Developer's share of the cost of the Public Improvements to be constructed under this Agreement is fair and equitable and is roughly proportional to the impact that the existence of the Public Improvements will have on the City's roadways and other infrastructure. **Developer further agrees to release, indemnify and hold the City, its officers, officials, agents and employees harmless from and against any constitutional, statutory or common law claims or lawsuits Developer may now have or may accrue in the future related to or arising out of this Agreement or the Public Improvements to be constructed pursuant to this Agreement.**

ARTICLE II. WARRANTIES

2.01. Warranty Against Defects

Developer expressly warrants that the Public Improvements shall be constructed in substantial compliance with the Standard Specifications and Engineering Plans and free from all defects. Developer shall indemnify the City from all expenses and liability incurred by the City as a direct and proximate cause of such defects. This warranty and indemnity shall extend for a period of one (1) year after the acceptance of the dedication of the Public Improvements.

2.02. Remedy of Defects

The Developer shall remedy and repair all defects within twenty (20) days of written notice to Developer from the City that the defect exists. If the defect is of the type that will require additional time in which to remedy, the Developer shall specify in writing to the City within said twenty (20) day period the particular reasons why such repairs cannot be completed in said twenty (20) day period. If, in the City's reasonable opinion, such reasons for delay are justified, the City may grant the Developer additional time. However, in such event the Developer must have commenced the repair work within said twenty (20) day period and continue diligently to complete the

repair work. If the City grants additional time, such extension shall be in writing and shall be for a specified period of time which shall be reasonable considering all circumstances.

2.03. Failure of Developer to Remedy Defect

If the Developer fails to meet its warranty obligation, it shall be considered in default and the City, at its option, may:

- (a) Contract with another party for the repair work;
- (b) Complete the repair work with its own crews;
- (c) Contract with another party for the repair work and immediately draw down on the letter of credit or cash escrow for the amount of such repair work;
- (d) Complete the repair work with its own crews, and immediately draw down on the letter of credit or cash escrow for such costs; or
- (e) In the case where the security is a performance or maintenance bond, require that the Surety complete the repair work.

In any cases where the City decides to complete the contract with another party to complete any such work, the City shall do so in a reasonable manner and shall use its reasonable efforts to complete or contract to complete such work.

Additionally, the Developer shall be liable to the City for reimbursement of all actual costs expended by the City as a direct result of completing the repair work if such costs were not obtained by drawing down on the letter of credit or cash escrow or if, in the case of a performance or maintenance bond, the Surety fails to complete the repair work.

In a case where the security is a performance or maintenance bond, if the Surety fails to remedy the defect within thirty (30) days written notice from the City, then the City will be entitled to complete the repair work in accordance with Subsections (a) and (b) above and in such event the Surety, Principal and Developer shall be liable to the City for the actual costs to repair such defects.

ARTICLE III. PUBLIC IMPROVEMENTS

3.01. Contracting Requirements

Before awarding a construction contract for the Public Improvements, the Developer shall submit to the City the total bid for the Public Improvements plus unit price bids. If, in the City's sole opinion, the bid amounts exceed prices normally bid for such Public Improvements, the City may require the Developer to seek additional bids.

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It is understood that when requesting bids, the Developer must require bidders to separate their bid into unit prices. If, in the City's sole opinion, the bid is not sufficiently detailed, the City may require that the Developer have the bidder revise its bid to add such details. Before the Developer enters into a construction contract which includes Public Improvements, all construction documents shall be submitted to the City for its approval, which approval shall not be unreasonably withheld. The construction contract documents shall provide that the City is a third party beneficiary by containing the following language:

"It is hereby agreed that this contract shall be incorporated and made a part of that certain Public Improvement Agreement between the City of Plano and Component Construction Company, Ltd. ("Developer"), **Contract No.** _____ (the "Public Improvement Agreement"), which Public Improvement Agreement is incorporated herein by reference. The Contractor agrees that the City of Plano shall be a third party beneficiary under this Agreement with regard to the construction of those portions of the work constituting Public Improvements as defined in said Public Improvement Agreement. With regard to the Public Improvements described in the Public Improvement Agreement, the Contractor shall provide the same services to the City of Plano that are being provided by the Contractor to the Developer under this Agreement."

Once such construction documents are approved by the City, the Developer will not amend or change them without prior approval by the City, which approval shall not be unreasonably withheld.

3.02. City's Cost Participation

As construction proceeds, the City will disburse to Developer those components of the costs of the construction of the Public Improvements that are approved by the City, which approval shall not be unreasonably withheld and which are allocable to the City as shown on Exhibit "A". Such disbursements shall occur simultaneously with, and in addition to, disbursements to Developer from the Developer's Cash Escrow contemplated in Section 4.01(c). City Disbursements will be made in accordance with the procedures set forth in Section 4.01(c). The term "costs of the Public Improvements" includes all costs of construction of the Public Improvements in accordance with the Standard Specifications and Engineering Plans and the construction contract approved in advance by the City, and includes engineering fees not to exceed 6% of the total cost.

Notwithstanding anything contained in this Agreement to the contrary, the City shall not participate in the costs of the Public Improvements which together exceed thirty percent (30%) of the costs of the Public Improvements.

ARTICLE IV. SECURITY

4.01. Forms of Security

In order to guarantee completion of the Public Improvements and the faithful performance of this Agreement, the Developer no later than ten (10) days after the award of a construction contract and before the commencement of the construction of the Public Improvements shall deliver to the City the following:

(a) A performance bond and a payment bond from the Contractor performing the work in the penal sum of one hundred (100) percent of the cost to complete the Public Improvements insuring the completion of the Public Improvements. The bonds shall be in form and substance identical to the bond forms attached hereto as Exhibit "D" and made a part by reference (the "Performance Bond" and "Payment Bond", respectively; collectively called the "Bonds"), unless changes are approved in writing by the City Attorney or his/her designee, which approval shall not be unreasonably withheld. The Bonds shall be signed by a corporate Surety or Sureties authorized to do business in the State of Texas, and shall be signed by the Contractor performing the work as principal. The City shall be named as a co-obligee in the Bonds. A power of attorney shall be attached to the Bonds evidencing that the agent signing the Bonds has authority to sign the Bonds on behalf of the Surety. The Bonds shall additionally insure that the Public Improvements shall be free of defects for the period of warranty set forth in Article II of this Agreement; and

(b) An irrevocable letter of credit in the sum of one hundred (100) percent of the cost to complete the Public Improvements and in form and substance identical to the letter of credit attached hereto as Exhibit "E" and made a part hereof by reference (the "Letter of Credit") unless changes are approved in writing by the City Attorney or his/her designee, which approval shall not be unreasonably withheld. The Letter of Credit shall be issued by a local bank approved in advance by the City, which approval shall not be unreasonably withheld. The Letter of Credit shall be payable at sight to the City upon presentation of the City's written statement stating that Developer is in default or that the City is otherwise entitled to draw down on the Letter of Credit. Such certificate shall be conclusive to allow the City to draw the proceeds of the Letter of Credit. In no event shall the City be required to prove to the issuer that the Developer is actually in default or to specify specific grounds of default in order to draw proceeds of the Letter of Credit. The Letter of Credit is intended to be security for the faithful completion of the Public Improvements and to ensure against defects for the warranty period specified in Article II of this Agreement; or

(c) The cash sum in an amount equal to Developer's portion of the cost to complete the Public Improvements as shown on Exhibit "B" will be held in escrow by the City (the "Cash Escrow"). The Cash Escrow is intended to be security (in place of a Letter of Credit) for the faithful completion of the Public Improvements and to ensure against defects for the warranty period specified in Article II of this Agreement. The Cash Escrow will also include additional project costs which the City also agrees to

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administer, as requested by Developer. The Cash Escrow will be held by the City and monthly disbursements made to the Developer as the work progresses. Engineer certified requests for disbursements will be required. Such requests must comply with subsection 4.02(c), contain specific references to specific components of cost and break down which components are payable out of the Cash Escrow and which elements are payable by the City. Statutory retainage will be required. Disbursements of the City's participation as contemplated in Section 3.02 shall be made at the same time, and in addition to, disbursements of the Cash Escrow. Approved disbursements shall be made within 10 days of their request. Final disbursement of the Developer's Cash Escrow shall be made as provided in Section 4.02 (d) below.

4.02. Duration of and Reductions of Letter of Credit

(a) The Letter of Credit shall be issued for a period of at least one (1) year. If the Public Improvements have not been accepted by the City within thirty (30) days of the expiration date of the Letter of Credit, and Developer has not provided a new Letter of Credit for an additional period of at least one (1) year, identical in amount (unless the Letter of Credit was previously reduced in amount pursuant to Section 4.02(c)) and in all other respects to the original Letter of Credit (unless the City Attorney or his/her designee approves in writing any changes to the new Letter of Credit), which approval is not unreasonably withheld, then the City shall be entitled to immediately draw down the proceeds of the original Letter of Credit (or previously reduced Letter of Credit). This provision shall not be construed to require that the City accept the new Letter of Credit if Developer is in default and the City has elected to draw down from the proceeds of the original Letter of Credit (or previously reduced Letter of Credit).

(b) Within ten (10) days after the acceptance of the Public Improvements, the Developer shall deliver to the City another Letter of Credit equal in amount to ten (10) percent of the original Letter of Credit, unless the City Attorney or his/her designee approves in writing changes to this Letter of Credit, which approval is not unreasonably withheld. This Letter of Credit shall be for a period of one (1) year and shall be security to insure against defects during the warranty period specified in Article II of this Agreement. However, if this Letter of Credit is not delivered to the City at least thirty (30) days before the expiration of the original Letter of Credit (or the additional new Letter of Credit as described above), then the City shall be entitled to draw down on ten (10) percent of the proceeds of such existing Letter of Credit. Such money shall be held in escrow by the City and used as security against defects during the warranty period. In lieu of the Letter of Credit provided for in this subparagraph (b), the City Engineer may accept a Maintenance Bond as provided for in subparagraph (d) of this Section 4.02.

(c) In accordance with Section 3.02 and 4.01(c), from time to time as portions of the Public Improvements are completed in accordance with the Standard Specifications and the Engineering Plans, the Developer will make application to the City Engineer or his/her designee to reduce the amount of the original Cash Escrow. If the City Engineer or his/her designee is satisfied with the engineer certification that the

completed Public Improvements have been substantially completed in accordance with the Standard Specifications and Engineering Plans, he/she may (but is not required to) cause the amount of the Cash Escrow to be reduced by such amount that he/she in his/her reasonable discretion deems is appropriate so that the remaining amount of the Cash Escrow adequately ensures the completion of the remaining Public Improvements. Notwithstanding the foregoing, it is hereby acknowledged and agreed that the Cash Escrow constitutes the source of payment for all costs associated with the completion of the Public Improvements. Therefore, the approvals of the City Engineer or his/her designee shall not be unreasonably withheld or delayed. The decision of the City Engineer or his/her designee to reduce the amount of the Cash Escrow shall in no way be construed as an acceptance by the City of the completed Public Improvements. The engineer certified requests for advances contemplated in Section 4.01(c) must satisfy the provisions of this subsection.

(d) When Cash Escrow is used as the security, all accrued interest shall become a part of the Cash Escrow and shall be used as security for the completion of the Public Improvements. The term "Cash Escrow" used in this Agreement includes accrued interest. After final acceptance of the Public Improvements by the City, the Cash Escrow shall be reduced to ten (10) percent of the original Cash Escrow amount. The remaining ten (10) percent Cash Escrow shall be retained for a period of one (1) year after acceptance of the Public Improvements as security to ensure against defects during the warranty period specified in Article II of this Agreement. In lieu of the retention of the ten (10) percent Cash Escrow or ten (10) percent Letter of Credit provided for in paragraph 4.02(b) of this Agreement, the City Engineer may accept a maintenance bond in the same amount from the Contractor actually performing the work. Such maintenance bond shall be substantially in the same form and substance as the form attached hereto as Exhibit "F", which is made a part hereof by reference, unless changes are approved in writing by the City Attorney or his/her designee. At such time as the remaining Cash Escrow is refunded to the Developer, such refund shall include accrued interest, calculated at one (1) percent less than the rate of actual earnings. The 1% referred to in the preceding sentence shall be retained by the City as an administrative expense to cover the cost of administering this Agreement. In the event that money is refunded within six (6) months of deposit, only the principal will be refunded.

ARTICLE V. DEDICATION AND ACCEPTANCE

5.01. City Inspection

During the construction of the Public Improvements the City will inspect the Public Improvements, for compliance with this Agreement, the Standard Specifications and the Engineering Plans. Upon completion of the Public Improvements, the City shall make a final inspection of the Public Improvements.

5.02. Public Improvements to be Constructed on Public Property; Good Title

The Public Improvements shall be constructed wholly within property dedicated to the public in fee simple absolute or within easements. All dedications shall be made complete prior to final acceptance by the City. At the option of the City, the City may require that fee simple title to all or part of the real property upon which the Public Improvements are located be conveyed to the City. In addition, the City may require, at its option, that Developer provide at Developer's cost evidence of title acceptable to the City Attorney or his/her designee, indicating that the City will be receiving good and indefeasible fee simple title free and clear of all liens, encumbrances and restrictions.

5.03. Final Acceptance

If the Public Improvements are in substantial compliance with this Agreement, the Standard Specifications, and the Engineering Plans, and so long as the Developer has substantially complied with Sections 5.01 and 5.02 of this Agreement, the City Engineer shall issue his/her letter of acceptance which shall evidence the City's acceptance of ownership and maintenance of the Public Improvements and the real property associated therewith. In no event shall the City be required to accept separate Public Improvements at different times. However, nothing shall preclude the City from doing so if, in the reasonable opinion of the City Engineer, it is beneficial and feasible for the City to do so.

ARTICLE VI. DEFAULT AND REMEDIES

6.01. Events of Default

The following shall be considered as events of default:

(a) The Developer has failed to commence construction of the Public Improvements by the date specified in Section 1.02 of this Agreement.

(b) The Developer has failed to substantially complete construction of the Public Improvements in accordance with the Standard Specifications and Engineering Plans by the completion date specified in Section 1.02 of this Agreement.

(c) The Developer has failed to perform work on the Public Improvements for fourteen (14) consecutive days, unless due to causes beyond Developer's control.

(d) The Developer has been declared insolvent.

(e) The filing of a voluntary or involuntary petition in bankruptcy by or against the Developer.

(f) The commencement of a foreclosure proceeding of a lien against the Property, or its conveyance in lieu of foreclosure.

(g) The Developer's failure to cure a defect within the cure period provided in Section 2.02 of this Agreement.

(h) The failure of the contractor and any subcontractor who actually performs construction work on the Public Improvements to maintain insurance as required by Section 7.02 of this Agreement.

(i) The failure of Developer to substantially comply with any other covenant or promise contained in this Agreement.

6.02. Specific Remedies

(a) In the event of default by Developer, after notice and applicable time period, the City shall be entitled to draw down on the proceeds of the Letter of Credit when a Letter of Credit has been issued as security, use the Cash Escrow when it has been deposited with the City, and to require that the Surety remedy the default when a performance or maintenance bond has been issued. Notwithstanding the foregoing, in the event of default, the damages that the City is entitled to recover from developer shall not be limited to the amount of the Letter of Credit, Cash Escrow and Performance Bond, but shall be based upon the actual costs reasonably incurred in completing the Public Improvements or to cure defects within the warranty period.

(b) In the event the City files an action to enforce the terms of this Agreement, including without limitation, a court action or claim in bankruptcy court, the City will be entitled to its actual court costs and reasonable attorneys' fees.

6.03. Performance Bond Surety

In the case where a performance or maintenance bond is the security, the City shall give the Surety thirty (30) days written notice to commence work to complete the Public Improvements or correct a defect if within the warranty period. If the Surety has not commenced work within said thirty (30) day period, the City shall be entitled to complete the work or repair the defect by contract or by its own forces in compliance with Section 2.03 of this Agreement. In such event, the City shall be entitled to reimbursement from the Developer and Surety, jointly and severally, for the actual costs of completion.

6.04. Remedies Cumulative

The remedies of the City provided in this Agreement shall be construed to be cumulative and nonexclusive. The City shall also be entitled to exercise all other rights and remedies that are available at law and in equity. Specifically the right to draw down on the proceeds of the Letter of Credit, or Cash Escrow or to require the Surety to complete the work or repair the defect are in addition to and not in lieu of the City's other rights and remedies.

ARTICLE VII. INDEMNIFICATION AND INSURANCE

7.01. Indemnity

The Developer and its Sureties shall indemnify, defend, and hold harmless the City, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries, including death or damages received or sustained by any person or property on account of or arising out of the construction of the Public Improvements or defects existing within the warranty period; or on account of or arising out of the operations of the Developer, its contractor, agents or employees or the contractor's subcontractors, agents or employees; or on account of any negligent act or omission of the Developer, its contractor, agents or employees or the contractor's subcontractors, agents or employees; or on account of any failure to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment with costs, which may be obtained against the City, its officers, agents or employees growing out of such injury, including death or damages.

7.02. Insurance

All contractors or subcontractors performing any portion of the work to construct or complete the Public Improvements must meet the insurance requirements of 1.26.1 of the special provisions of the Standard Specifications required for heavy construction, and the policy endorsement and special condition requirements of Item 1.26.4 of the Standard Specifications.

ARTICLE VIII. MISCELLANEOUS

8.01. Assignment

This Agreement may not be assigned without the express written consent of the City. However, the City shall consent to such an assignment if all of the following conditions are satisfied:

- (a) Developer is not in default;
- (b) The assignment is to a new owner and developer of the Property;
- (c) Developer provides the City with written evidence satisfactory to the City Attorney or his/her designee that the new owner is the record owner of the Property;
- (d) Developer delivers to the City an original counterpart of the assignment fully executed by the Developer and new owner in form and substance identical (unless such changes are approved by the City Attorney or his/her designee) to the document attached hereto as Exhibit "G" and made a part hereof by reference (the "Assignment").

Under the Assignment, the new owner shall assume and agree to perform all obligations of the Developer under this agreement; and

(e) The new owner delivers to the City the security required by this Agreement.

The City Manager, an Executive Director or City Engineer of the City are authorized to approve assignments on behalf of the City.

8.02. Entire Agreement

This Agreement contains the entire agreement between the City and the Developer, and cannot be varied except by written agreement executed by the parties hereto.

8.03. Time is of the Essence

Time is of the essence of this Agreement.

8.04. Notice

Any notice to be given or to be served upon a party hereto in connection with this Agreement must be in writing and may be given by 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, it shall be deemed to have been given and delivered to and received by the party (or such party's agent or representative) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth under their respective signatures below. In case of the Surety, notice shall be given to the Surety at the address set forth in the Performance Bond. Any party hereto, including the Surety on the Performance Bond, may, at any time by giving two (2) days written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice shall be given.

8.05. Nonwaiver

No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. No delay or omission in the exercise of any right or remedy accruing to the City upon a breach of this Agreement by the Developer or its Sureties will impair its right or remedy or be construed as a waiver for any such breach theretofore or thereafter occurring. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

8.06. No Vested Rights

Nothing in this Agreement shall be implied to vest any rights in the Developer except as are provided by statute, ordinance or as expressly provided in this Agreement.

8.07. Recitals and Headings

Recitals contained at the beginning of this Agreement shall be construed as a part of this Agreement. However, headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

8.08 Successors and Assigns, Covenants with the Land, and Subordination by Lienholders

This Agreement shall be binding upon the successors and assigns of the Developer and shall be covenants running with the land described herein as the Property and be binding upon all future owners of the Property. This Agreement or a memorandum thereof, may be recorded in the Land Records of the county in which the Property is located. All existing lienholders shall be required to subordinate their liens to the covenants contained in this Agreement.

8.09. Venue

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. Exclusive venue shall be in Collin County, Texas.

8.10. Severability

In case any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability 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.

8.11. No Waiver of Governmental Immunity

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign or governmental immunity.

8.12. Developer's Authority

The Developer represents and warrants to the City that it has full power and authority to enter into and fulfill the obligations of this Agreement.

EXECUTED as of the date first above written.

**CITY OF PLANO, TEXAS,
a Home Rule Municipal Corporation**

By: _____

Alan L. Upchurch, P.E.
City Engineer
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

**COMPONENT CONSTRUCTION COMPANY,
LTD., a Texas Limited Liability Partnership**

**BY: Component Construction
Management, L.C., a Texas Limited
Liability Company, its General
Partner**

By: _____

Randall E. Haefli, President
6333 Airport Freeway
Fort Worth, TX 76117

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2006, by **Alan L. Upchurch, P.E.**, City Engineer of the **CITY OF PLANO, TEXAS**, a Home Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2006, by **Randall E. Haefli**, President of **Component Construction Management, L.C.**, a Texas limited liability company, General Partner of **COMPONENT CONSTRUCTION COMPANY, LTD.**, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

Notary Public, State of Texas

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EXHIBIT "A"

COST REIMBURSEMENTS

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Exhibit A- Avenue N Construction Costs

| JOB NAME: AVENUE " N " EXTENSION (SOUTH OF STA. 9+98.20 W/O DECEL LANE) | | Page 1 of 4 | | | |
|---|---|-------------|------|------------|--------------------|
| LOCATION: PLANO, TEXAS | | | | | |
| BID DATE: JULY 10, 2006 | | | | | |
| BID TIME: 5:00 PM | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | BID UNIT | BID AMOUNT |
| EROSION CONTROL | | | | | |
| 1 | SILT FENCE | 217 | LF | \$1.70 | \$368.90 |
| 2 | INLET PROTECTION | 2 | EA | \$144.00 | \$288.00 |
| 3 | CONSTRUCTION ENTRANCE | 0 | EA | \$0.00 | \$0.00 |
| 4 | ROCK CHECK DAM | 0 | EA | \$0.00 | \$0.00 |
| 5 | RESREAD 4" ONSITE TOPSOIL PARKWAYS | 1412 | SY | \$1.20 | \$1,694.40 |
| 6 | HYDROMULCH PARKWAYS | 1370 | SY | \$1.20 | \$1,644.00 |
| 7 | BLOCK SOD STRIP BEHIND CURB | 364 | LF | \$1.40 | \$509.60 |
| 8 | SWPPP, NOI, NOT, INSPECTION, ETC. | 1 | LS | \$2,346.00 | \$2,346.00 |
| 9 | SCH 40 PVC 4" SLEEVES | 60 | LF | \$9.00 | \$540.00 |
| SUBTOTAL | EROSION CONTROL TOTALS | | | | \$7,390.90 |
| EXCAVATION & PAVING | | | | | |
| 1 | PREP RIGHT-OF-WAY | 2 | STA | \$1,265.00 | \$2,530.00 |
| 2 | UNCLASS ROADWAY EXCAVATION | 943 | CY | \$5.60 | \$5,280.80 |
| 3 | HORZ. SAWCUT/REMOVE EXIST CONC CURB @ HWY 190 | 0 | LF | \$0.00 | \$0.00 |
| 4 | VERT. SAWCUT/REMOVE EXIST CONC CURB | 0 | LF | \$0.00 | \$0.00 |
| 5 | 6" LIME STABILIZED SUBGRADE | 983 | SY | \$2.50 | \$2,457.50 |
| 6 | 8" LIME STABILIZED SUBGRADE | 0 | SY | \$0.00 | \$0.00 |
| 7 | HYDRATED LIME | 15 | TN | \$123.00 | \$1,845.00 |
| 8 | 10" 3000 PSI REINF CONC PAV (TXDOT CLASS P) | 0 | SY | \$0.00 | \$0.00 |
| 9 | 7" 3600 PSI REINF CONC PAV | 933 | SY | \$36.00 | \$33,588.00 |
| 9 | 6" ASPHALT UNDER TXDOT PAVING | 0 | SY | \$0.00 | \$0.00 |
| 10 | CONNECT TO EXIST PAV | 0 | LF | \$0.00 | \$0.00 |
| 11 | PAV MARKINGS & SIGNS | 1 | LS | \$132.12 | \$132.12 |
| 12 | TRAFFIC CONTROL/BARRICADING | 0 | LS | \$0.00 | \$0.00 |
| 13 | BARRIER FREE RAMPS | 0 | EA | \$0.00 | \$0.00 |
| SUBTOTAL | EXCAVATION & PAVING TOTALS | | | | \$45,833.42 |
| PAGE 1 TOTALS: | | | | | \$53,224.32 |

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Exhibit A- Avenue N Construction Costs

| JOB NAME: AVENUE " N " EXTENSION (SOUTH OF STA. 9+98.20 W/O DECEL LANE) | | Page 2 of 4 | | | |
|---|---|-------------|------|------------|---------------------|
| LOCATION: PLANO, TEXAS | | | | | |
| BID DATE: JULY 10, 2006 | | | | | |
| BID TIME: 5:00 PM | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | BID UNIT | BID AMOUNT |
| DRAINAGE | | | | | |
| 1 | 18" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 2 | 21" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 3 | 24" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 4 | 30" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 5 | 36" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 6 | 48" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 7 | 54" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 8 | 10' CURB INLET | 1 | EA | \$2,720.00 | \$2,720.00 |
| 9 | 16' CURB INLET | 1 | EA | \$4,600.00 | \$4,600.00 |
| 10 | 10' CURB & GRATE INLET | 0 | EA | \$0.00 | \$0.00 |
| 11 | 15' CURB & GRATE INLET | 0 | EA | \$0.00 | \$0.00 |
| 12 | 4'x4' DROP INLET | 0 | EA | \$0.00 | \$0.00 |
| 13 | REMOVE EX. HEADWALL | 0 | EA | \$0.00 | \$0.00 |
| 14 | CONNECT TO EX. 18" RCP | 0 | EA | \$0.00 | \$0.00 |
| 15 | CONNECT TO EX. 54" RCP | 0 | EA | \$0.00 | \$0.00 |
| 16 | CONNECT TO EX. RCB | 0 | EA | \$0.00 | \$0.00 |
| 17 | REMOVE EX. CURB INLET | 0 | EA | \$0.00 | \$0.00 |
| 18 | TRENCH SAFETY | 0 | LF | \$0.00 | \$0.00 |
| SUBTOTAL | DRAINAGE TOTALS | | | | \$7,320.00 |
| WATER | | | | | |
| 1 | 12" DR-18 PVC | 211 | LF | \$44.70 | \$9,431.70 |
| 2 | 12" DR-18 PVC BY BORE | 50 | LF | \$185.00 | \$9,250.00 |
| 3 | 12" DR-18 PVC BY BORE W/ STL CASING | 30 | LF | \$276.00 | \$8,280.00 |
| 3 | 8" DR-14 PVC | 0 | LF | \$0.00 | \$0.00 |
| 4 | 6" DR-14 PVC | 10 | LF | \$25.00 | \$250.00 |
| 5 | 12" GATE VALVE | 1 | EA | \$1,864.00 | \$1,864.00 |
| 6 | 8" GATE VALVE | 0 | EA | \$0.00 | \$0.00 |
| 7 | 6" GATE VALVE | 1 | EA | \$906.00 | \$906.00 |
| 8 | FIRE HYDRANT | 1 | EA | \$2,579.00 | \$2,579.00 |
| 9 | CONNECT TO EXIST 8" STUBOUT | 0 | EA | \$0.00 | \$0.00 |
| 10 | C.I. FITTINGS | 1 | TN | \$5,304.00 | \$5,304.00 |
| 11 | CONCRETE ENCASEMENT | 0 | LF | \$0.00 | \$0.00 |
| 12 | REMOVE/REPLACE EX 36" RCP TO INSTALL WATER LINE | 0 | EA | \$0.00 | \$0.00 |
| 13 | TESTING | 301 | LF | \$1.50 | \$451.50 |
| 14 | TRENCH SAFETY | 301 | LF | \$1.00 | \$301.00 |
| SUBTOTAL | WATER TOTALS | | | | \$38,617.20 |
| MISC | | | | | |
| 1 | MATERIAL TESTING | 1 | LS | \$3,714.50 | \$3,714.50 |
| 2 | CONSTRUCTION STAKING | 1 | LS | \$6,528.00 | \$6,528.00 |
| 3 | PAYMENT, PERFORMANCE & MAINT BOND | 1 | LS | \$2,229.58 | \$2,229.58 |
| 4 | PROJECT CONTINGENCY (BY CITY) | 1 | LS | \$0.00 | waived by city |
| 5 | INSPECTION FEES (3.7 %) (BY CITY) | 1 | LS | \$0.00 | waived by city |
| 6 | GENERAL LIABILITY/INSURANCE-PROJECT BASED | 1 | LS | 478.19 | \$478.19 |
| 7 | CONSTRUCTION MONITORING SERVICES-HALFF | 1 | LS | 641.81 | \$641.81 |
| 8 | SAFETY FEES-AGC | 1 | LS | 102.25 | \$102.25 |
| SUBTOTAL | MISC TOTALS | | | | \$13,694.33 |
| PAGE 2 TOTALS: | | | | | \$59,631.53 |
| PAGE 1 TOTALS | | | | | \$53,224.32 |
| AVENUE N - SOUTH SEGMENT JOB TOTALS: | | | | | \$112,855.85 |

Add Engineering reimbursement by City @ 6%

\$6,771.35

South Segment costs to be reimbursed by City

\$119,627.20

7-18

Exhibit A- Avenue N Construction Costs

| JOB NAME: AVENUE " N " EXTENSION (DECEL LANE ONLY) | | Page 3 OF 4 | | | |
|---|---|-------------|------|------------|--------------------|
| LOCATION: PLANO, TEXAS | | | | | |
| BID DATE: JULY 10, 2006 | | | | | |
| BID TIME: 5:00 PM | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | BID UNIT | BID AMOUNT |
| EROSION CONTROL | | | | | |
| 1 | SILT FENCE | 663 | LF | \$1.70 | \$1,127.10 |
| 2 | INLET PROTECTION | 3 | EA | \$144.00 | \$432.00 |
| 3 | CONSTRUCTION ENTRANCE | 0 | EA | \$0.00 | \$0.00 |
| 4 | ROCK CHECK DAM | 0 | EA | \$0.00 | \$0.00 |
| 5 | RESPREAD 4" ONSITE TOPSOIL PARKWAYS | 144 | SY | \$1.20 | \$172.80 |
| 6 | HYDROMULCH PARKWAYS | 27 | SY | \$1.20 | \$32.40 |
| 7 | BLOCK SOD STRIP BEHIND CURB | 352 | LF | \$1.40 | \$492.80 |
| 8 | SWPPP, NOI, NOT, INSPECTION, ETC. | 1 | LS | \$621.00 | \$621.00 |
| 9 | SCH 40 PVC 4" SLEEVES | 0 | LF | \$0.00 | \$0.00 |
| SUBTOTAL | EROSION CONTROL TOTALS | | | | \$2,878.10 |
| EXCAVATION & PAVING | | | | | |
| 1 | PREP RIGHT-OF-WAY | 0.5 | STA | \$1,265.00 | \$632.50 |
| 2 | UNCLASS ROADWAY EXCAVATION | 432 | CY | \$5.60 | \$2,419.20 |
| 3 | HORZ. SAWCUT/REMOVE EXIST CONC CURB @ HWY 190 | 90 | LF | \$9.00 | \$810.00 |
| 4 | VERT. SAWCUT/REMOVE EXIST CONC CURB | 290 | LF | \$10.00 | \$2,900.00 |
| 5 | 6" LIME STABILIZED SUBGRADE | 0 | SY | \$0.00 | \$0.00 |
| 6 | 8" LIME STABILIZED SUBGRADE | 534 | SY | \$3.03 | \$1,618.02 |
| 7 | HYDRATED LIME | 5 | TN | \$123.00 | \$615.00 |
| 8 | 10" 3000 PSI REINF CONC PAV (TxDOT CLASS P) | 465 | SY | \$63.00 | \$29,295.00 |
| 9 | 7" 3600 PSI REINF CONC PAV | 0 | SY | \$0.00 | \$0.00 |
| 9 | 6" ASPHALT UNDER TxDOT PAVING | 534 | SY | \$28.00 | \$14,952.00 |
| 10 | CONNECT TO EXIST PAV | 380 | LF | \$6.00 | \$2,280.00 |
| 11 | PAV MARKINGS & SIGNS | 1 | LS | \$1,288.17 | \$1,288.17 |
| 12 | TRAFFIC CONTROL/BARRICADING | 1 | LS | \$7,177.50 | \$7,177.50 |
| 13 | BARRIER FREE RAMPS | 2 | EA | \$920.00 | \$1,840.00 |
| SUBTOTAL | EXCAVATION & PAVING TOTALS | | | | \$65,827.39 |
| PAGE 3 TOTALS: | | | | | \$68,705.49 |

71-19

Exhibit A- Avenue N Construction Costs

| JOB NAME: AVENUE " N " EXTENSION (DECEL LANE ONLY) | | Page 4 of 4 | | | |
|---|---|--------------------------------------|------|------------|---------------------|
| LOCATION: PLANO, TEXAS | | | | | |
| BID DATE: JULY 10, 2006 | | | | | |
| BID TIME: 5:00 PM | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | BID UNIT | BID AMOUNT |
| DRAINAGE | | | | | |
| 1 | 18" CL III RCP | 61 | LF | \$48.00 | \$2,928.00 |
| 2 | 21" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 3 | 24" CL III RCP | 189 | LF | \$57.00 | \$10,773.00 |
| 4 | 30" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 5 | 36" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 6 | 48" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 7 | 54" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 8 | 10' CURB INLET | 0 | EA | \$0.00 | \$0.00 |
| 9 | 16' CURB INLET | 0 | EA | \$0.00 | \$0.00 |
| 10 | 10' CURB & GRATE INLET | 2 | EA | \$3,594.00 | \$7,188.00 |
| 11 | 15' CURB & GRATE INLET | 1 | EA | \$4,922.00 | \$4,922.00 |
| 12 | 4'x4' DROP INLET | 0 | EA | \$0.00 | \$0.00 |
| 13 | REMOVE EX. HEADWALL | 0 | EA | \$0.00 | \$0.00 |
| 14 | CONNECT TO EX. 18" RCP | 2 | EA | \$1,046.00 | \$2,092.00 |
| 15 | CONNECT TO EX. 54" RCP | 0 | EA | \$0.00 | \$0.00 |
| 16 | CONNECT TO EX. RCB | 1 | EA | \$1,290.00 | \$1,290.00 |
| 17 | REMOVE EX. CURB INLET | 3 | EA | \$658.00 | \$1,974.00 |
| 18 | TRENCH SAFETY | 250 | LF | \$1.00 | \$250.00 |
| SUBTOTAL | | DRAINAGE TOTALS | | | \$31,417.00 |
| MISC | | | | | |
| 1 | MATERIAL TESTING | 1 | LS | \$983.25 | \$983.25 |
| 2 | CONSTRUCTION STAKING | 1 | LS | \$1,728.00 | \$1,728.00 |
| 3 | PAYMENT, PERFORMANCE & MAINT BOND | 1 | LS | \$2,142.14 | \$2,142.14 |
| 4 | PROJECT CONTINGENCY (BY CITY) | 1 | LS | \$0.00 | \$0.00 |
| 5 | INSPECTION FEES (3.7 %) (BY CITY) | 1 | LS | \$0.00 | \$0.00 |
| 6 | GENERAL LIABILITY/INSURANCE-PROJECT BASED | 1 | LS | \$427.43 | \$427.43 |
| 7 | CONSTRUCTION MONITORING SERVICES-HALFF | 1 | LS | \$574.28 | \$574.28 |
| 8 | SAFETY FEES-AGC | 1 | LS | \$11.73 | \$11.73 |
| | | MISC TOTALS | | | \$5,866.83 |
| | | PAGE 4 TOTALS: | | | \$37,283.83 |
| | | PAGE 3 TOTALS: | | | \$68,705.49 |
| | | DECELERATION LANE JOB TOTALS: | | | \$105,989.32 |

Add Engineering reimbursement by City @ 6% \$6,359.36

Deceleration Lane costs to be reimbursed by City \$112,348.68

South Segment Costs to be reimbursed by the City \$119,627.20

Total City of Plano participation in Construction and Engineering Costs **\$231,975.88**

71-20

EXHIBIT "B"

TOTAL COSTS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

71-21

Exhibit B- Avenue N Construction Costs

| JOB NAME: AVENUE " N " EXTENSION (SOUTH OF STA. 9+98.20 W/O DECEL LANE) | | Page 1 of 6 | | | |
|---|---|-------------|------|------------|--------------------|
| LOCATION: PLANO, TEXAS | | | | | |
| BID DATE: JULY 10, 2006 | | | | | |
| BID TIME: 5:00 PM | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | BID UNIT | BID AMOUNT |
| EROSION CONTROL | | | | | |
| 1 | SILT FENCE | 217 | LF | \$1.70 | \$368.90 |
| 2 | INLET PROTECTION | 2 | EA | \$144.00 | \$288.00 |
| 3 | CONSTRUCTION ENTRANCE | 0 | EA | \$0.00 | \$0.00 |
| 4 | ROCK CHECK DAM | 0 | EA | \$0.00 | \$0.00 |
| 5 | RESPREAD 4" ONSITE TOPSOIL PARKWAYS | 1412 | SY | \$1.20 | \$1,694.40 |
| 6 | HYDROMULCH PARKWAYS | 1370 | SY | \$1.20 | \$1,644.00 |
| 7 | BLOCK SOD STRIP BEHIND CURB | 364 | LF | \$1.40 | \$509.60 |
| 8 | SWPPP, NOI, NOT, INSPECTION, ETC. | 1 | LS | \$2,346.00 | \$2,346.00 |
| 9 | SCH 40 PVC 4" SLEEVES | 60 | LF | \$9.00 | \$540.00 |
| SUBTOTAL | EROSION CONTROL TOTALS | | | | \$7,390.90 |
| EXCAVATION & PAVING | | | | | |
| 1 | PREP RIGHT-OF-WAY | 2 | STA | \$1,265.00 | \$2,530.00 |
| 2 | UNCLASS ROADWAY EXCAVATION | 943 | CY | \$5.60 | \$5,280.80 |
| 3 | HORZ. SAWCUT/REMOVE EXIST CONC CURB @ HWY 190 | 0 | LF | \$0.00 | \$0.00 |
| 4 | VERT. SAWCUT/REMOVE EXIST CONC CURB | 0 | LF | \$0.00 | \$0.00 |
| 5 | 6" LIME STABILIZED SUBGRADE | 983 | SY | \$2.50 | \$2,457.50 |
| 6 | 8" LIME STABILIZED SUBGRADE | 0 | SY | \$0.00 | \$0.00 |
| 7 | HYDRATED LIME | 15 | TN | \$123.00 | \$1,845.00 |
| 8 | 10" 3000 PSI REINF CONC PAV (TxDOT CLASS P) | 0 | SY | \$0.00 | \$0.00 |
| 9 | 7" 3600 PSI REINF CONC PAV | 933 | SY | \$36.00 | \$33,588.00 |
| 9 | 6" ASPHALT UNDER TxDOT PAVING | 0 | SY | \$0.00 | \$0.00 |
| 10 | CONNECT TO EXIST PAV | 0 | LF | \$0.00 | \$0.00 |
| 11 | PAV MARKINGS & SIGNS | 1 | LS | \$132.12 | \$132.12 |
| 12 | TRAFFIC CONTROL/BARRICADING | 0 | LS | \$0.00 | \$0.00 |
| 13 | BARRIER FREE RAMPS | 0 | EA | \$0.00 | \$0.00 |
| SUBTOTAL | EXCAVATION & PAVING TOTALS | | | | \$45,833.42 |
| PAGE 1 TOTALS: | | | | | \$53,224.32 |

11-22

Exhibit B- Avenue N Construction Costs

| JOB NAME: AVENUE " N " EXTENSION (SOUTH OF STA. 9+98.20 W/O DECEL LANE) | | Page 2 of 6 | | | |
|---|---|-------------|------|------------|---------------------|
| LOCATION: PLANO, TEXAS | | | | | |
| BID DATE: JULY 10, 2006 | | | | | |
| BID TIME: 5:00 PM | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | BID UNIT | BID AMOUNT |
| DRAINAGE | | | | | |
| 1 | 18" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 2 | 21" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 3 | 24" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 4 | 30" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 5 | 36" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 6 | 48" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 7 | 54" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 8 | 10' CURB INLET | 1 | EA | \$2,720.00 | \$2,720.00 |
| 9 | 16' CURB INLET | 1 | EA | \$4,600.00 | \$4,600.00 |
| 10 | 10' CURB & GRATE INLET | 0 | EA | \$0.00 | \$0.00 |
| 11 | 15' CURB & GRATE INLET | 0 | EA | \$0.00 | \$0.00 |
| 12 | 4'x4' DROP INLET | 0 | EA | \$0.00 | \$0.00 |
| 13 | REMOVE EX. HEADWALL | 0 | EA | \$0.00 | \$0.00 |
| 14 | CONNECT TO EX. 18" RCP | 0 | EA | \$0.00 | \$0.00 |
| 15 | CONNECT TO EX. 54" RCP | 0 | EA | \$0.00 | \$0.00 |
| 16 | CONNECT TO EX. RCB | 0 | EA | \$0.00 | \$0.00 |
| 17 | REMOVE EX. CURB INLET | 0 | EA | \$0.00 | \$0.00 |
| 18 | TRENCH SAFETY | 0 | LF | \$0.00 | \$0.00 |
| SUBTOTAL | DRAINAGE TOTALS | | | | \$7,320.00 |
| WATER | | | | | |
| 1 | 12" DR-18 PVC | 211 | LF | \$44.70 | \$9,431.70 |
| 2 | 12" DR-18 PVC BY BORE | 50 | LF | \$185.00 | \$9,250.00 |
| 3 | 12" DR-18 PVC BY BORE W/ STL CASING | 30 | LF | \$276.00 | \$8,280.00 |
| 3 | 8" DR-14 PVC | 0 | LF | \$0.00 | \$0.00 |
| 4 | 6" DR-14 PVC | 10 | LF | \$25.00 | \$250.00 |
| 5 | 12" GATE VALVE | 1 | EA | \$1,864.00 | \$1,864.00 |
| 6 | 8" GATE VALVE | 0 | EA | \$0.00 | \$0.00 |
| 7 | 6" GATE VALVE | 1 | EA | \$906.00 | \$906.00 |
| 8 | FIRE HYDRANT | 1 | EA | \$2,579.00 | \$2,579.00 |
| 9 | CONNECT TO EXIST 8" STUBOUT | 0 | EA | \$0.00 | \$0.00 |
| 10 | C.I. FITTINGS | 1 | TN | \$5,304.00 | \$5,304.00 |
| 11 | CONCRETE ENCASEMENT | 0 | LF | \$0.00 | \$0.00 |
| 12 | REMOVE/REPLACE EX 36" RCP TO INSTALL WATER LINE | 0 | EA | \$0.00 | \$0.00 |
| 13 | TESTING | 301 | LF | \$1.50 | \$451.50 |
| 14 | TRENCH SAFETY | 301 | LF | \$1.00 | \$301.00 |
| SUBTOTAL | WATER TOTALS | | | | \$38,617.20 |
| MISC | | | | | |
| 1 | MATERIAL TESTING | 1 | LS | \$3,714.50 | \$3,714.50 |
| 2 | CONSTRUCTION STAKING | 1 | LS | \$6,528.00 | \$6,528.00 |
| 3 | PAYMENT, PERFORMANCE & MAINT BOND | 1 | LS | \$2,229.58 | \$2,229.58 |
| 4 | PROJECT CONTINGENCY (BY CITY) | 1 | LS | \$0.00 | waived by city |
| 5 | INSPECTION FEES (3.7 %) (BY CITY) | 1 | LS | \$0.00 | waived by city |
| 6 | GENERAL LIABILITY//INSURANCE-PROJECT BASED | 1 | LS | 478.19 | \$478.19 |
| 7 | CONSTRUCTION MONITORING SERVICES-HALFF | 1 | LS | 641.81 | \$641.81 |
| 8 | SAFETY FEES-AGC | 1 | LS | 102.25 | \$102.25 |
| SUBTOTAL | MISC TOTALS | | | | \$13,694.33 |
| PAGE 2 TOTALS: | | | | | \$59,631.53 |
| PAGE 1 TOTALS | | | | | \$53,224.32 |
| AVENUE N - SOUTH SEGMENT JOB TOTALS: | | | | | \$112,855.85 |

Add Engineering reimbursement by City @ 6%

\$6,771.35

South Segment costs to be reimbursed by City

\$119,627.20

71.23

Exhibit B- Avenue N Construction Costs

| JOB NAME: AVENUE " N " EXTENSION (DECEL LANE ONLY) | | Page 3 OF 6 | | | |
|---|---|-------------|------|------------|--------------------|
| LOCATION: PLANO, TEXAS | | | | | |
| BID DATE: JULY 10, 2006 | | | | | |
| BID TIME: 5:00 PM | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | BID UNIT | BID AMOUNT |
| EROSION CONTROL | | | | | |
| 1 | SILT FENCE | 663 | LF | \$1.70 | \$1,127.10 |
| 2 | INLET PROTECTION | 3 | EA | \$144.00 | \$432.00 |
| 3 | CONSTRUCTION ENTRANCE | 0 | EA | \$0.00 | \$0.00 |
| 4 | ROCK CHECK DAM | 0 | EA | \$0.00 | \$0.00 |
| 5 | RESPREAD 4" ONSITE TOPSOIL PARKWAYS | 144 | SY | \$1.20 | \$172.80 |
| 6 | HYDROMULCH PARKWAYS | 27 | SY | \$1.20 | \$32.40 |
| 7 | BLOCK SOD STRIP BEHIND CURB | 352 | LF | \$1.40 | \$492.80 |
| 8 | SWPPP, NOI, NOT, INSPECTION, ETC. | 1 | LS | \$621.00 | \$621.00 |
| 9 | SCH 40 PVC 4" SLEEVES | 0 | LF | \$0.00 | \$0.00 |
| SUBTOTAL | EROSION CONTROL TOTALS | | | | \$2,878.10 |
| EXCAVATION & PAVING | | | | | |
| 1 | PREP RIGHT-OF-WAY | 0.5 | STA | \$1,265.00 | \$632.50 |
| 2 | UNCLASS ROADWAY EXCAVATION | 432 | CY | \$5.60 | \$2,419.20 |
| 3 | HORZ. SAWCUT/REMOVE EXIST CONC CURB @ HWY 190 | 90 | LF | \$9.00 | \$810.00 |
| 4 | VERT. SAWCUT/REMOVE EXIST CONC CURB | 290 | LF | \$10.00 | \$2,900.00 |
| 5 | 6" LIME STABILIZED SUBGRADE | 0 | SY | \$0.00 | \$0.00 |
| 6 | 8" LIME STABILIZED SUBGRADE | 534 | SY | \$3.03 | \$1,618.02 |
| 7 | HYDRATED LIME | 5 | TN | \$123.00 | \$615.00 |
| 8 | 10" 3000 PSI REINF CONC PAV (TxDOT CLASS P) | 465 | SY | \$63.00 | \$29,295.00 |
| 9 | 7" 3600 PSI REINF CONC PAV | 0 | SY | \$0.00 | \$0.00 |
| 9 | 6" ASPHALT UNDER TxDOT PAVING | 534 | SY | \$28.00 | \$14,952.00 |
| 10 | CONNECT TO EXIST PAV | 380 | LF | \$6.00 | \$2,280.00 |
| 11 | PAV MARKINGS & SIGNS | 1 | LS | \$1,288.17 | \$1,288.17 |
| 12 | TRAFFIC CONTROL/BARRICADING | 1 | LS | \$7,177.50 | \$7,177.50 |
| 13 | BARRIER FREE RAMPS | 2 | EA | \$920.00 | \$1,840.00 |
| SUBTOTAL | EXCAVATION & PAVING TOTALS | | | | \$65,827.39 |
| PAGE 3 TOTALS: | | | | | \$68,705.49 |

71-24

Exhibit B- Avenue N Construction Costs

| JOB NAME: AVENUE " N " EXTENSION (DECEL LANE ONLY) | | Page 4 of 6 | | | |
|---|---|-------------|------|------------|---------------------|
| LOCATION: PLANO, TEXAS | | | | | |
| BID DATE: JULY 10, 2006 | | | | | |
| BID TIME: 5:00 PM | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | BID UNIT | BID AMOUNT |
| DRAINAGE | | | | | |
| 1 | 18" CL III RCP | 61 | LF | \$48.00 | \$2,928.00 |
| 2 | 21" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 3 | 24" CL III RCP | 189 | LF | \$57.00 | \$10,773.00 |
| 4 | 30" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 5 | 36" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 6 | 48" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 7 | 54" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 8 | 10' CURB INLET | 0 | EA | \$0.00 | \$0.00 |
| 9 | 16' CURB INLET | 0 | EA | \$0.00 | \$0.00 |
| 10 | 10' CURB & GRATE INLET | 2 | EA | \$3,594.00 | \$7,188.00 |
| 11 | 15' CURB & GRATE INLET | 1 | EA | \$4,922.00 | \$4,922.00 |
| 12 | 4'x4' DROP INLET | 0 | EA | \$0.00 | \$0.00 |
| 13 | REMOVE EX. HEADWALL | 0 | EA | \$0.00 | \$0.00 |
| 14 | CONNECT TO EX. 18" RCP | 2 | EA | \$1,046.00 | \$2,092.00 |
| 15 | CONNECT TO EX. 54" RCP | 0 | EA | \$0.00 | \$0.00 |
| 16 | CONNECT TO EX. RCB | 1 | EA | \$1,290.00 | \$1,290.00 |
| 17 | REMOVE EX. CURB INLET | 3 | EA | \$658.00 | \$1,974.00 |
| 18 | TRENCH SAFETY | 250 | LF | \$1.00 | \$250.00 |
| SUBTOTAL | DRAINAGE TOTALS | | | | \$31,417.00 |
| MISC | | | | | |
| 1 | MATERIAL TESTING | 1 | LS | \$983.25 | \$983.25 |
| 2 | CONSTRUCTION STAKING | 1 | LS | \$1,728.00 | \$1,728.00 |
| 3 | PAYMENT, PERFORMANCE & MAINT BOND | 1 | LS | \$2,142.14 | \$2,142.14 |
| 4 | PROJECT CONTINGENCY (BY CITY) | 1 | LS | \$0.00 | \$0.00 |
| 5 | INSPECTION FEES (3.7 %) (BY CITY) | 1 | LS | \$0.00 | \$0.00 |
| 6 | GENERAL LIABILITY/INSURANCE-PROJECT BASED | 1 | LS | \$427.43 | \$427.43 |
| 7 | CONSTRUCTION MONITORING SERVICES-HALFF | 1 | LS | \$574.28 | \$574.28 |
| 8 | SAFETY FEES-AGC | 1 | LS | \$11.73 | \$11.73 |
| MISC TOTALS | | | | | \$5,866.83 |
| PAGE 4 TOTALS: | | | | | \$37,283.83 |
| PAGE 3 TOTALS: | | | | | \$68,705.49 |
| DECELERATION LANE JOB TOTALS: | | | | | \$105,989.32 |

Add Engineering reimbursement by City @ 6% \$6,359.36

Deceleration Lane costs to be reimbursed by City \$112,348.68

South Segment Costs to be reimbursed by the City \$119,627.20

Total City of Plano participation in Construction and Engineering Costs **\$231,975.88**

71-25

Exhibit B- Avenue N Construction Costs

| JOB NAME: AVENUE "N" EXTENSION (NORTH OF STA. 9+98.20) | | Page 5 of 6 | | | |
|--|--|-------------|------|------------|---------------------|
| LOCATION: PLANO, TEXAS | | | | | |
| BID DATE: JULY 10, 2006 | | | | | |
| BID TIME: 5:00 PM | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | BID UNIT | BID AMOUNT |
| EROSION CONTROL | | | | | |
| 1 | SILT FENCE | 1300 | LF | \$1.70 | \$2,210.00 |
| 2 | INLET PROTECTION | 5 | EA | \$144.00 | \$720.00 |
| 3 | CONSTRUCTION ENTRANCE | 1 | EA | \$4,830.00 | \$4,830.00 |
| 4 | ROCK CHECK DAM | 1 | EA | \$1,150.00 | \$1,150.00 |
| 5 | RESPREAD 4" ONSITE TOPSOIL PARKWAYS | 7869 | SY | \$1.20 | \$9,442.80 |
| 6 | HYDROMULCH PARKWAYS | 7728 | SY | \$1.20 | \$9,273.60 |
| 7 | BLOCK SOD STRIP BEHIND CURB | 1684 | LF | \$1.40 | \$2,357.60 |
| 8 | SWPPP, NOI, NOT, INSPECTION, ETC. | 1 | LS | \$3,933.00 | \$3,933.00 |
| 9 | SCH 40 PVC 4" SLEEVES | 180 | LF | \$9.00 | \$1,620.00 |
| SUBTOTAL | EROSION CONTROL | | | | \$35,537.00 |
| EXCAVATION & PAVING | | | | | |
| 1 | PREP RIGHT-OF-WAY | 9.5 | STA | \$1,265.00 | \$12,017.50 |
| 2 | UNCLASS ROADWAY EXCAVATION | 5065 | CY | \$5.60 | \$28,364.00 |
| 3 | HORIZ. SAWCUT/REMOVE EXIST CONC CURB @ HWY 190 | 0 | LF | \$0.00 | \$0.00 |
| 4 | VERT. SAWCUT/REMOVE EXIST CONC CURB | 79 | LF | \$10.00 | \$790.00 |
| 5 | 6" LIME STABILIZED SUBGRADE | 4455 | SY | \$2.50 | \$11,137.50 |
| 6 | 8" LIME STABILIZED SUBGRADE | 0 | SY | \$0.00 | \$0.00 |
| 7 | HYDRATED LIME | 61 | TN | \$123.00 | \$7,503.00 |
| 8 | 10" 3000 PSI REINF CONC PAV (TxDOT CLASS P) | 0 | SY | \$0.00 | \$0.00 |
| 9 | 7" 3600 PSI REINF CONC PAV | 4169 | SY | \$36.00 | \$150,084.00 |
| 9 | 6" ASPHALT UNDER TxDOT PAVING | 0 | SY | \$0.00 | \$0.00 |
| 10 | CONNECT TO EXIST PAV | 79 | LF | \$6.00 | \$474.00 |
| 11 | PAV MARKINGS & SIGNS | 1 | LS | \$1,882.71 | \$1,882.71 |
| 12 | TRAFFIC CONTROL/BARRICADING | 1 | LS | \$797.50 | \$797.50 |
| 13 | BARRIER FREE RAMPS | 2 | EA | \$920.00 | \$1,840.00 |
| SUBTOTAL | EXCAVATION & PAVING TOTALS | | | | \$214,890.21 |
| DRAINAGE | | | | | |
| 1 | 18" CL III RCP | 24 | LF | \$48.00 | \$1,152.00 |
| 2 | 21" CL III RCP | 0 | LF | \$0.00 | \$0.00 |
| 3 | 24" CL III RCP | 63 | LF | \$57.00 | \$3,591.00 |
| 4 | 30" CL III RCP | 313 | LF | \$78.00 | \$24,414.00 |
| 5 | 36" CL III RCP | 126 | LF | \$89.00 | \$11,214.00 |
| 6 | 48" CL III RCP | 240 | LF | \$131.00 | \$31,440.00 |
| 7 | 54" CL III RCP | 350 | LF | \$164.00 | \$57,400.00 |
| 8 | 10' CURB INLET | 2 | EA | \$2,720.00 | \$5,440.00 |
| 9 | 16' CURB INLET | 0 | EA | \$0.00 | \$0.00 |
| 10 | 10' CURB & GRATE INLET | 0 | EA | \$0.00 | \$0.00 |
| 11 | 15' CURB & GRATE INLET | 0 | EA | \$0.00 | \$0.00 |
| 12 | 4'x4' DROP INLET | 3 | EA | \$2,605.00 | \$7,815.00 |
| 13 | REMOVE EX. HEADWALL | 4 | EA | \$1,464.00 | \$5,856.00 |
| 14 | CONNECT TO EX. 18" RCP | 0 | EA | \$0.00 | \$0.00 |
| 15 | CONNECT TO EX. 54" RCP | 1 | EA | \$1,994.00 | \$1,994.00 |
| 16 | CONNECT TO EX. RCB | 0 | EA | \$0.00 | \$0.00 |
| 17 | REMOVE EX. CURB INLET | 0 | EA | \$0.00 | \$0.00 |
| 18 | TRENCH SAFETY | 1116 | LF | \$1.00 | \$1,116.00 |
| SUBTOTAL | DRAINAGE TOTALS | | | | \$151,432.00 |
| PAGE 5 TOTALS: | | | | | \$401,859.21 |

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Exhibit B- Avenue N Construction Costs

| JOB NAME: AVENUE " N " EXTENSION (NORTH OF STA. 9+98.20) | | Page 6 of 6 | | | |
|--|---|-------------|------|-------------|---------------------|
| LOCATION: PLANO, TEXAS | | | | | |
| BID DATE: JULY 10, 2006 | | | | | |
| BID TIME: 5:00 PM | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | BID UNIT | BID AMOUNT |
| WATER | | | | | |
| 1 | 12" DR-18 PVC | 1003 | LF | \$44.70 | \$44,834.10 |
| 2 | 12" DR-18 PVC BY BORE | 0 | LF | \$0.00 | \$0.00 |
| 3 | 12" DR-18 PVC BY BORE W/ STL CASING | 45 | LF | \$276.00 | \$12,420.00 |
| 3 | 8" DR-14 PVC | 120 | LF | \$25.00 | \$3,000.00 |
| 4 | 6" DR-14 PVC | 30 | LF | \$25.00 | \$750.00 |
| 5 | 12" GATE VALVE | 4 | EA | \$1,864.00 | \$7,456.00 |
| 6 | 8" GATE VALVE | 3 | EA | \$1,178.00 | \$3,534.00 |
| 7 | 6" GATE VALVE | 3 | EA | \$906.00 | \$2,718.00 |
| 8 | FIRE HYDRANT | 3 | EA | \$2,579.00 | \$7,737.00 |
| 9 | CONNECT TO EXIST 8" STUBOUT | 1 | EA | \$856.00 | \$856.00 |
| 10 | C.I. FITTINGS | 2 | TN | \$5,304.00 | \$10,608.00 |
| 11 | CONCRETE ENCASEMENT | 120 | LF | \$59.00 | \$7,080.00 |
| 12 | REMOVE/REPLACE EX 36" RCP TO INSTALL WATER LINE | 1 | EA | \$2,875.00 | \$2,875.00 |
| 13 | TESTING | 1198 | LF | \$1.50 | \$1,797.00 |
| 14 | TRENCH SAFETY | 1198 | LF | \$1.00 | \$1,198.00 |
| SUBTOTAL | | | | | \$106,863.10 |
| SANITARY SEWER | | | | | |
| 1 | 8" SDR-35 PVC | 586 | LF | \$40.00 | \$23,440.00 |
| 2 | 6" SDR-35 PVC | 0 | LF | \$0.00 | \$0.00 |
| 3 | 5' DIA MANHOLE OVER EX. 15" UP TO 10' DEEP | 1 | EA | \$6,219.00 | \$6,219.00 |
| 4 | 4' DIA MANHOLE UP TO 10' DEEP | 2 | EA | \$3,118.00 | \$6,236.00 |
| 5 | CONCRETE ENCASEMENT | 98 | LF | \$59.00 | \$5,782.00 |
| 6 | TESTING | 586 | LF | \$2.00 | \$1,172.00 |
| 7 | TRENCH SAFETY | 586 | LF | \$3.00 | \$1,758.00 |
| SUBTOTAL | | | | | \$44,607.00 |
| MISC | | | | | |
| 1 | MATERIAL TESTING | 1 | LS | \$6,227.25 | \$6,227.25 |
| 2 | CONSTRUCTION STAKING | 1 | LS | \$10,944.00 | \$10,944.00 |
| 3 | PAYMENT, PERFORMANCE & MAINT BOND | 1 | LS | \$12,772.28 | \$12,772.28 |
| 4 | PROJECT CONTINGENCY | 1 | LS | \$36,250.00 | \$36,250.00 |
| 5 | INSPECTION FEES (3.7 %) | 1 | LS | \$20,473.00 | \$20,473.00 |
| 6 | GENERAL LIABILITY/INSURANCE-PROJECT BASED | 1 | LS | \$3,725.36 | \$3,725.36 |
| 7 | CONSTRUCTION MONITORING SERVICES-HALFF | 1 | LS | \$3,741.92 | \$3,741.92 |
| 8 | SAFETY FEES-AGC | 1 | LS | \$1,064.39 | \$1,064.39 |
| SUBTOTAL | | | | | \$95,198.20 |
| MISC TOTALS | | | | | \$95,198.20 |
| PAGE 6 TOTALS: | | | | | \$246,668.30 |
| PAGE 5 TOTALS: | | | | | \$401,859.21 |
| AVENUE N NORTH SEGMENT JOB TOTALS: | | | | | \$648,527.51 |

Total Plano Participation per Exhibit A

\$231,975.88

Construction Costs as Itemized in Exhibit B

\$880,503.39

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EXHIBIT C

AVENUE N EXTENSION Project Overview

The project involves the proposed construction of the extension of Avenue N from Plano Parkway south approximately 1200 lf to connect with the north access road of the George Bush toll way. At the request of the City of Plano, a deceleration lane would also be constructed at the south east corner of the new Avenue N extension.

The parties of interest include:

Randall DT-3 Owner of Tract 4, with approximately 600 lf of frontage on the new road, who will contribute funding, necessary fill for the roadbed, and limited ROW and Utility easements.

Pitman Partners LTD, Owner of Tract 1, with approximately 350 lf of frontage on the new road, who will contribute 56,000 sf of ROW and fund an additional \$120,000.00.

MDS Texas Realty, I, LP, owner of Tract 5, with approximately 950 lf of frontage on the new road, who will contribute funding, and limited ROW. MDS's share of the total Avenue N Project Cost is 61.3% of the balance after the City's and Pitman's contributions has been deducted.

TXU, from whom the City must acquire a 60'x150' ROW for the roadway to cross as it proceeds to the south. The City of Plano will pay TXU \$26,626.00 for the TXU ROW.

Haroldson L. Hunt Jr., Trust estate, who owns the tract south of TXU separating TXU from the TXDOT ROW, who will contribute the land for the ROW but will not be required to provide funding as their land sliver will not benefit by the crossing of Ave N. The City of Plano will pay most of the cost associated with extending the road across this piece of property.

TXDOT, whose ROW Ave N must cross to tie into the George Bush service road, and on whose land the City of Plano desires to construct a deceleration lane as a part of this project. Plano will provide funding for most costs associated with the construction and engineering of the deceleration lane on TXDOT property.

Component Construction Company, LTD, who is acting as the lead entity and construction manager to bring the various parties together to form a funding coalition to get the project designed and built, hired the necessary professionals to design the project, provide the necessary upfront funding for legal, accounting, and preliminary site clearing and topography services, and will serve as construction manager to get the project built and represent the interests of all parties during construction.

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The City of Plano, who will contribute \$231,975.88 towards the construction costs of Ave N from the north TXU boundary south to the George Bush service road and the deceleration lane. Additionally, Plano has agreed to acquire the TXU ROW necessary for the project and has also agreed to waive City inspection fees on the Plano's southern portion of Ave N and the decel lane. Plano will ultimately own the ROW, street, and related infrastructure.

The budgeted cost of the project, net of land contributed by Pitman or Plano, or inspection fees contributed by the city, is \$1,036,173.49 as of 7/14/06.

The respective shares are:

- Plano \$231,975.88
- Pitman \$120,000.00
- MDS \$419,413.13
- DT-3 \$264,784.48
- \$1,036,173.49

71.29

EXHIBIT "D"

PERFORMANCE BOND

STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ whose
address is _____

_____ hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **CITY OF PLANO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter sometimes called "City", and **COMPONENT CONSTRUCTION COMPANY, LTD.**, a Texas limited partnership, hereinafter sometimes called "Developer" (the City and Developer are collectively called "Obligees"), in the penal sum of _____ **DOLLARS** (\$ _____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with Developer (the "Contract") dated the ____ day of _____, 20____, which is made a part hereof by reference, wherein the City is a third party beneficiary with regard to the completion of certain public improvements (as defined therein); said Contract calling for the completion of the public improvements among other things.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by Obligees, with or without notice to the Surety, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall fully indemnify and save harmless the Obligees from all costs and damages which Obligees may suffer by reason of failure to so perform herein and shall fully reimburse and repay

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Obligees all outlay and expense which the Obligees may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of V.T.C.A., Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in ____ copies, each one of which shall be deemed an original, this, the ____ day of _____, 20____.

PRINCIPAL: _____

BY: _____
Name

ATTEST:

TITLE: _____

SURETY: _____

BY: _____
Name

ATTEST:

TITLE: _____

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The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: Date on Page 1 of Performance Bond must be same date as Contract. Date on Page 2 of Performance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

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EXHIBIT "D" CONTINUED

PAYMENT BOND

STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **CITY OF PLANO**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ **DOLLARS** (\$_____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Plano, the Owner, dated on or about the _____ day of _____, A.D. 20____, which is made a part hereof by reference, for the _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings,

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etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of V.T.C.A., Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by V.A.T.S., Insurance Code Article 7.19-1.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this, the _____ day of _____, 20__.

PRINCIPAL: _____

BY: _____
Name

ATTEST:

TITLE: _____

SURETY: _____

BY: _____
Name

ATTEST:

TITLE: _____

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: Date on Page 4 of Payment Bond must be same date as Contract. Date on Page 5 of Payment Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

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EXHIBIT "E"

IRREVOCABLE LETTER OF CREDIT
(Letterhead of Bank)

City of Plano, Texas
1520 K Avenue
P.O. Box 860358
Plano, Texas 75086-0358

Gentlemen:

By order of our client, **COMPONENT CONSTRUCTION COMPANY, LTD.**, a Texas limited partnership, we hereby open our clean Irrevocable Letter of Credit No. _____, in your favor for an amount not to exceed the aggregate of U.S. \$ _____ (_____ U.S. Dollars), effective immediately and expiring at our offices on _____, _____, relative to our client's Contract No. _____ entitled Public Improvement Agreement.

Funds under this Letter of Credit are available against your sight draft or drafts on us, mentioning thereon our Credit No. _____. Each such draft must be accompanied by your signed written statement to the effect that _____ has failed to comply with the terms and conditions of the above-mentioned Contract. Said written statement shall be sufficient if signed by any one of the following representatives of the city of Plano: City Manager, an Executive Director, City Engineer or Finance Director. The above-mentioned written statement shall be sufficient and conclusive and you will not be required to specify the nature or grounds of noncompliance with or default of the above-mentioned Contract.

The amount of this Letter of Credit may be reduced at the sole option of the City of Plano upon our receipt of a written statement signed by any one of the above representatives of the City of Plano specifying the amount of the reduction.

If we receive your sight draft or drafts and statement or statements as mentioned above, here at our _____ office, on or before the expiration date of this Letter of Credit, we will promptly honor the same.

A B C BANK

BY: _____
Name: _____
Title: _____

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EXHIBIT "F"

MAINTENANCE BOND

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS: _____ of the City of _____, County of _____ and State of Texas, as Principal, and _____, authorized under the laws of the State of Texas to act as surety on bonds for principals, (called "Surety"), are held and firmly bound unto the **CITY OF PLANO**, a Home Rule Municipal Corporation (called "City"), in the penal sum of _____ **DOLLARS** \$ _____), for the payment of which, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a contract (called "Contract") with **COMPONENT CONSTRUCTION COMPANY, LTD.**, a Texas limited partnership (called "Developer") dated the ____ day of _____, _____, which among other things calls for the construction of certain public improvements (called "Work"), which inure to the benefit of the City, and which public improvements are listed on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, under the terms of the specifications of the Work, the Principal is required to give a bond in the amount specified hereinabove to guarantee the replacement and repair of defective or faulty workmanship furnished or installed by the Principal for a period of one (1) year, from and after the date the Work is completed by Principal and accepted by the City.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall for a period of one (1) year, from and after the date the Work is completed by the Principal and accepted by the City, replace and repair any and all defective or faulty workmanship in the Work, then the above obligation shall be void; otherwise, the said obligation shall remain in full force and effect.

Venue for any action to enforce this Bond shall be Collin County, Texas

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, _____.

| | |
|---|--|
| <p>_____</p> <p style="text-align: center;">Principal</p> <p>By: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> | <p>_____</p> <p style="text-align: center;">Surety</p> <p>By: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> |
|---|--|

The name and address of the Resident Agent of Surety is:

Name: _____
Address: _____
City, State, Zip _____

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EXHIBIT "G"

**ASSIGNMENT OF PUBLIC
IMPROVEMENT AGREEMENT**

WHEREAS, _____, a _____ ("Developer") entered into a certain Public Improvement Agreement (the "Agreement") dated _____ with the City of Plano, Texas (called "City"), which was recorded in Clerk's No. _____ of the Land Records of Collin County, Texas [or Real Property Records of Collin County, Texas]; and

WHEREAS, the Agreement calls for the Developer's obligation to complete certain public improvements (as defined therein) in the City of Plano, Texas (the "Public Improvements"); and

WHEREAS, the real property in which the Public Improvements are located is in Collin County, Texas, and is more fully described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property"); and

WHEREAS, _____, a _____ ("New Developer") is the new Developer of the Public Improvements; and

WHEREAS, the City has signed this assignment for the sole purpose of evidencing its written consent.

NOW, THEREFORE, in consideration of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Developer and New Developer agree as follows:

(1) Developer hereby assigns to the New Developer all of its right, title and interest in and to the Agreement.

(2) New Developer hereby agrees to assume all of the Developer's obligations and to perform the Developer's responsibilities under the Agreement and to indemnify and hold harmless the Developer from the same.

(3) This Assignment shall be binding upon and inure to the benefit of Developer, New Developer and their heirs, executors, administrators, successors and assigns and shall inure to the benefit of the City, its successors and assigns.

EXECUTED as of the _____ day of _____, 20__.

DEVELOPER:

By: _____

Name: _____

Title: _____

Address: _____

NEW DEVELOPER:

By: _____

Name: _____

Title: _____

Address: _____

CITY OF PLANO, TEXAS
A Home Rule Municipal Corporation

By: _____

ALAN L. UPCHURCH, P.E.

City Engineer

1520 Avenue K

P. O. Box 860358

Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

PUBLIC IMPROVEMENT AGREEMENT

N:\REAL ESTATE\Public Improvement Agreement-Component Construction Company Ltd 07-17-06.doc

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ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me this _____ day
of _____, 20__, by _____.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me this _____ day
of _____, 20__, by _____.

Notary Public, State of Texas

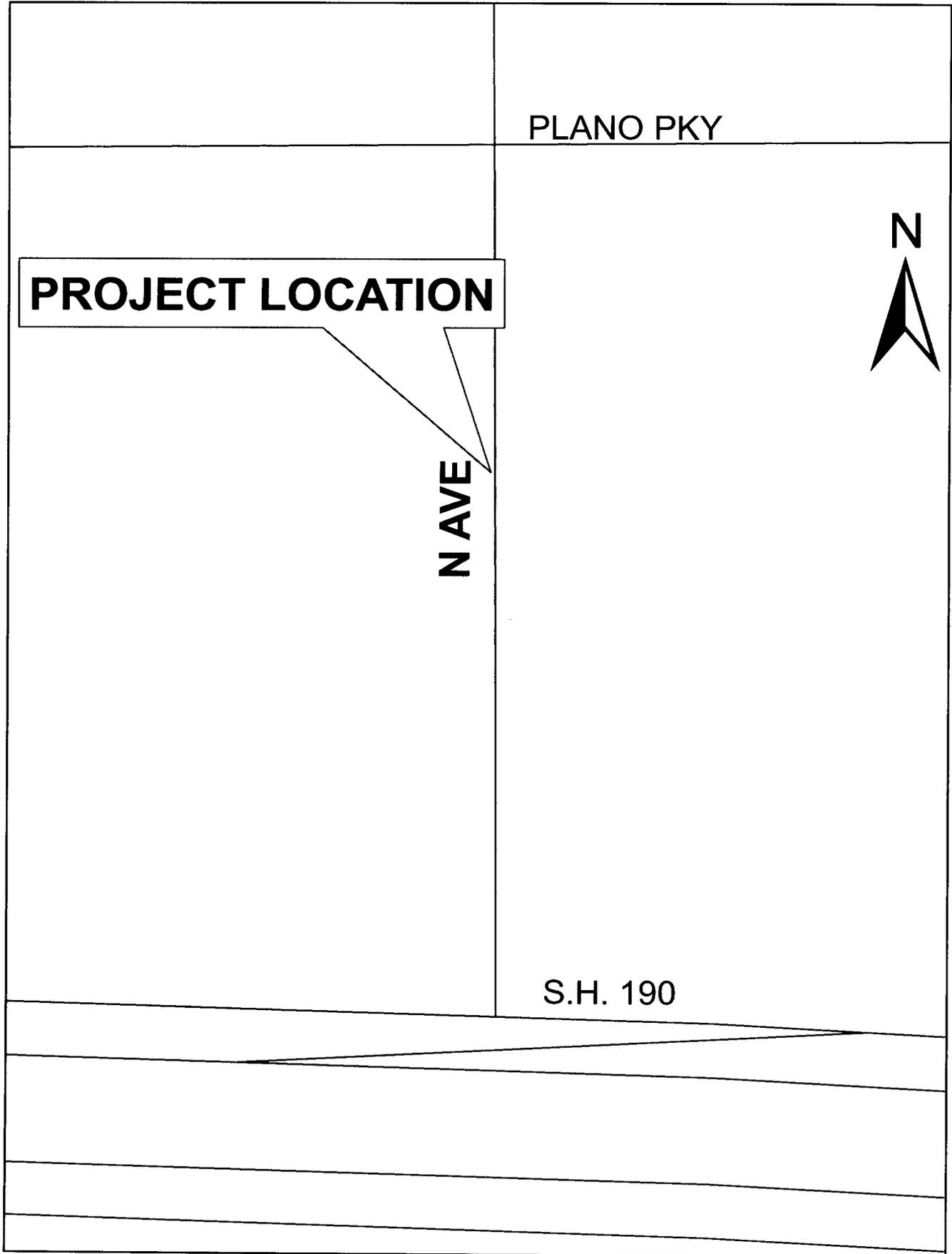
STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me this _____ day
of _____, 20__, by **Alan L. Upchurch**, City Engineer of the **CITY OF
PLANO, TEXAS**, a home rule municipal corporation, for an on behalf of said
corporation.

Notary Public, State of Texas

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STREET IMPROVEMENT & WATER CIP
N AVE - PLANO PKY TO SH 190



71-40



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: 7/24/06 | | Reviewed by Legal | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: | Public Safety Communications | | | Date |
| Department Head | Ron Timmons | Executive Director | 2/13/06 | |
| Dept Signature: | <i>Ron Timmons</i> | City Manager | 7/14/06 | |
| Agenda Coordinator (include phone #): | | Mark Theurer 972-941-7928 | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER | | | | |
| CAPTION | | | | |
| A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a reconfiguration planning and negotiating phase agreement by and between Motorola, Inc. and the City of Plano; authorizing its execution by the City Manager or, in his absence, an Executive Director; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): | | | | |
| COMMENTS: | | | | |
| SUMMARY OF ITEM | | | | |
| Staff recommends approval of the agreement between Motorola, Inc. and the City of Plano to meet Federal Communication Commission (FCC) mandates for rebanding of public safety radio communication. | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Exhibit A - Agreement | | | | |

0-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A RECONFIGURATION PLANNING AND NEGOTIATION PHASE AGREEMENT BY AND BETWEEN MOTOROLA, INC. 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, On August 6, 2004, the FCC issued Report and Order FCC 04-168 that modified its rules governing the 800 MHz band to minimize harmful interference to public safety communications systems; and

WHEREAS, on December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration FCC 04-294; and

WHEREAS, pursuant to the August 6 and December 22, 2004 Orders, certain licensees of 800 MHz channels used in public safety or other systems must relinquish their existing channels and relocate their systems to other licensed channels; and

WHEREAS, City of Plano is an affected licensee and has selected Motorola to provide Reconfiguration Planning and Negotiation Phase services; and

WHEREAS, the City Council has been presented a proposed Reconfiguration Planning and Negotiation Phase Agreement by and between Motorola, Inc. and the City of Plano, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or, in his absence, an 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 _____, 2006.

Pat Evans, MAYOR

Resolution No. _____

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ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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Exhibit A

Reconfiguration Planning and Negotiation Phase Agreement

Motorola, Inc. ("Motorola") and the City of Plano ("Licensee" or "Customer") enter into this Reconfiguration Planning and Negotiation Phase Agreement ("Agreement"), pursuant to which Licensee will purchase and Motorola will sell the Reconfiguration Planning and Negotiation Phase services described below. Motorola and Licensee may be referred to individually as a "Party" and collectively as the "Parties." This Agreement is made with reference to the following recitals.

A. On August 6, 2004, the FCC issued Report and Order FCC 04-168 that modified its rules governing the 800 MHz band to minimize harmful interference to public safety communications systems. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration FCC 04-294. The August 6 and December 22, 2004 orders, and any supplemental orders the FCC issues after the Effective Date of this Agreement, are collectively referred to as the "Order."

B. Pursuant to the Order, certain licensees of 800 MHz channels used in public safety or other systems must relinquish their existing channels and relocate their systems to other licensed channels ("Replacement Channels"). Also pursuant to the Order Nextel must relinquish some of its existing channels and must provide and pay relocation funds ("Relocation Funds") to enable affected licensees to relocate their systems onto Replacement Channels and reconfigure their systems so that they are "Comparable Facilities" (as defined below). Relocation Funds are to be used to pay for the Licensee's rebanding costs, including reasonable transaction costs.

C. The FCC has appointed a Transition Administrator (as defined in the Order), who is subject to the review and oversight of the FCC, to ensure that the rebanding initiative proceeds on schedule and in a planned and coordinated manner so that disruption to a licensee's system is minimized. On April 21, 2005, the Transition Administrator published a "Reconfiguration Handbook" and a "Quick Reference Guide," both of which describe the administrative procedures the Transition Administrator will follow to administer the reconfiguration process (including Nextel's responsibility to pay the Relocation Funds). In the Reconfiguration Guidebook, which was amended on June 3, 2005, the two major phases to accomplish the reconfiguration are described as the "Reconfiguration Planning and Negotiation Phase" and the "Reconfiguration Implementation Phase."

D. Licensee is an affected licensee and has selected Motorola to provide Reconfiguration Planning and Negotiation Phase services.

For good and valuable consideration, the Parties agree as follows:

Section 1 DEFINITIONS

In addition to the defined terms above, capitalized terms in this Agreement have the following meanings:

1.1. "Comparable Facilities" means the Licensee's System (including the subscriber radio equipment) have the same operational capabilities that existed before relocation, specifically (1) equivalent channel capacity; (2) equivalent signaling capacity, baud rate, and access time; (3) coextensive geographical coverage; and (4) equivalent operating costs.

1.2. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement, any other agreement between the Parties or any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

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Exhibit A

- 1.3. "Contract Price" means the price for the selected Reconfiguration Planning and Negotiation Phase services, excluding any applicable sales or similar taxes.
- 1.4. "Customer Suitability Assessment" means the initial assessment services performed by Motorola (most likely in conjunction with performing an equipment inventory) to determine whether Licensee's System is suitable for updating using the Motorola Software that has been especially modified for purposes of the 800 MHz band reconfiguration. Depending on the needs of the Licensee, Motorola might perform a Customer Suitability Assessment for Motorola-manufactured infrastructure equipment and software, Motorola-manufactured subscriber equipment and software, or both.
- 1.5. "Effective Date" means that date upon which all Parties have executed it.
- 1.6. "Force Majeure" means an event, circumstance, or act of a third party (including Nextel and the Transition Administrator) that is beyond a Party's reasonable control. An act of God, the public enemy, a government entity, or another party (including another party's failure to comply with the Order); strikes or other labor disturbances; general unavailability of necessary materials; hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots are examples of a Force Majeure.
- 1.7. "Motorola Software" means software in object code format that Motorola or its affiliated company owns, including any releases or software kits to reprogram radios. This Agreement does not involve any source code.
- 1.8. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to any documents delivered by Motorola under this Agreement or any Motorola Software or equipment.
- 1.9. "Reconfiguration Planning and Negotiation Phase Services" means those services to be provided by Motorola to Licensee under this Agreement, including the Statement of Work (Attachment A).
- 1.10. "System" means the hardware and software products that comprise the Licensee's existing 800 MHz radio communications system.

Section 2 SCOPE OF PLANNING AND NEGOTIATION PHASE SERVICES

- 2.1. **SCOPE OF WORK.** The Parties will perform their respective contractual responsibilities in accordance with this Agreement. Any changes to this Agreement, including changes to the Statement of Work, must be in writing and executed by both Parties. This Agreement sets forth the Parties' rights and responsibilities with respect to each other concerning the agreed Reconfiguration Planning and Negotiation Phase activities only, and not the Reconfiguration Implementation Phase activities (which, if applicable, will be governed by a separate Reconfiguration Implementation Phase Agreement). Specifically, this Agreement does not involve the provision by Motorola of any hardware, software, or services to reconfigure the System or any part of it. Also, this Agreement sets forth the Parties' rights and responsibilities with respect to each other concerning only those Reconfiguration Planning and Negotiation Phase activities covered by the Order, and not the sale of products or services (or any other activities) that are not part of the 800 MHz Band Reconfiguration process. If the Parties wish to contract for these other activities, they will do so pursuant to a separate contract.
- 2.2. **MOTOROLA RESPONSIBILITIES.** Motorola will provide the Reconfiguration Planning and Negotiation Phase Services as described in Attachment A, "Statement of Work."
- 2.3. **LICENSEE RESPONSIBILITIES.** Under the Order, Licensee is ultimately responsible to perform or cause to be performed all of the Reconfiguration Planning and Negotiation Phase activities, and all of the Reconfiguration Implementation Phase activities, that are reasonable, necessary and prudent to make the Licensee's system Comparable Facilities. Licensee has selected Motorola to assist it in performing the Reconfiguration Planning and Negotiation Phase activities. At the appropriate time, Licensee will submit its Request for Planning Funding, any required certifications, and any amendments thereto (if applicable) to Nextel and the Transition Administrator. When Licensee submits its Request for Planning Funding to Nextel and the Transition Administrator, it will also submit the Statement of Work attached to this Agreement and the Contract Price information. Licensee will employ commercially reasonable

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Exhibit A

efforts to assist Motorola in its provision of the Reconfiguration Planning and Negotiation Phase services, including providing access to Licensee's equipment, facilities, personnel and relevant information. Licensee will designate a point of contact person. Licensee has sole responsibility to determine whether the Reconfiguration Planning and Negotiation Phase activities and the Reconfiguration Implementation Phase activities actually result in the Licensee's System satisfying the Comparable Facilities standard.

2.4. **LICENSEE-NEXTEL RELATIONSHIP.** The Reconfiguration Handbook indicates that the Licensee and Nextel will form a "Frequency Reconfiguration Agreement" which, among other things, sets forth Nextel's obligation to pay the Relocation Funds. The Reconfiguration Handbook encourages a payment process by which Nextel pays Relocation Funds directly to a Licensee's selected vendors. Licensee will ensure that the Frequency Reconfiguration Agreement provides for the direct payment by Nextel to Motorola. Promptly after execution of the Frequency Reconfiguration Agreement, Licensee will provide to Motorola a copy of those portions of the contract that pertain to Motorola's services, products, pricing and payment, including Attachment C to the Frequency Reconfiguration Agreement. At Motorola's request, that Attachment C will become an attachment to this Agreement as well.

2.5. **OTHER SERVICES.** Nothing in this Agreement is intended to prevent or hinder Motorola from contracting to perform or performing for Licensee any Reconfiguration Implementation Phase services, or any other kind of services, or selling any equipment or software. Nothing in this Agreement is intended to prevent or hinder Motorola from contracting to perform or performing for other Licensees Reconfiguration Planning and Negotiation Phase services, Reconfiguration Implementation Phase services, or any other kind of services, or selling any equipment or software.

Section 3 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in a reasonably diligent manner, taking into consideration the procedures and processes established in the Reconfiguration Handbook. The Parties acknowledge that any scheduled performance dates are estimates only, and various factors (such as resource availability, assistance from other parties, and product development) may cause the scheduled performance dates to change or be delayed. No Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly after it discovers the Force Majeure.

Section 4 CONTRACT PRICE, PAYMENT AND INVOICING

4.1. CONTRACT PRICE; NON-RECOURSE TO LICENSEE.

4.1.1. Contract Price. The Contract Price for Reconfiguration Planning and Negotiation Phase Services in U.S. dollars is the amount of **\$75,019.95**; this price is a firm, fixed price, subject to any changes to the Reconfiguration Planning and Negotiation Phase Services caused by mutually executed change orders. The Contract Price excludes any sales or other taxes, all of which will be added to the invoices and paid except as exempt by law. Motorola is responsible for federal, state, and local taxes based on its income or net worth. Payment that is overdue will bear simple interest at the rate of ten percent (10%) per annum from the due date.

4.1.2. Payment Non-Recourse to Licensee. Payment of the Contract Price (and any applicable taxes and interest for overdue payments) is to come from Nextel; therefore, this obligation is non-recourse to Licensee. If Nextel fails to pay Motorola, Licensee shall not be liable to pay Motorola the Contract Price (and applicable taxes or interest for overdue payments). Notwithstanding the above, if Nextel pays the Contract Price (and any applicable taxes and interest for overdue payments) to Licensee rather than to Motorola, Licensee will immediately forward the payment to Motorola. Motorola agrees to accept direct payments from Nextel if they are unconditionally made and if Nextel clearly identifies the applicable Motorola invoice. Motorola further agrees to apply these direct payments from Nextel to the Contract Price for Planning and Negotiation Phase Services.

4.1.3. Motorola's Protections Concerning Payment by Nextel. Licensee hereby assigns to Motorola all of Licensee's rights (including those under the Frequency Reconfiguration Agreement) to receive payment from Nextel for the Contract Price and any applicable taxes or interest for overdue payments as described in Section 4.1.1 of this Agreement; this assignment includes Licensee's rights to make a claim against the Letters of Credit that Nextel has obtained to secure its obligations to pay Relocation Funds. If requested by Motorola, Licensee will execute necessary

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Exhibit A

documents to effectuate this assignment provision. Motorola's obligation to commence or continue performance of the Reconfiguration Planning and Negotiation Phase Services is contingent upon Motorola's actual receipt from Nextel of all payments when due.

4.2. INVOICING, PAYMENT MILESTONES, AND PAYMENT.

4.2.1. Invoicing. Motorola will submit correct invoices to Licensee, with a copy to Nextel, in accordance with the following payment milestones: 50% of the Contract Price on the Effective Date, and 50% of the Contract Price on completion of the Reconfiguration Planning and Negotiation Phase Services. Licensee's address for invoice purposes is: Licensee may change this address by written notice to Motorola. Upon receipt of an invoice, Licensee will promptly (but in no event longer than 7 calendar days) inspect the invoice, verify whether it correctly states the Contract Price and any applicable taxes, and notify Nextel in writing (via facsimile or priority overnight carrier) that Licensee approves the invoice and accepts the Reconfiguration Planning and Negotiation Phase Services milestone (the "Approval Notification"). Licensee will attach a copy of the invoice to the Approval Notification. When Licensee sends to Nextel the Approval Notification, Licensee will concurrently provide to Motorola a copy of the Approval Notification so that Motorola may know approximately when Nextel receives it. If for any reason Licensee disapproves the invoice, Licensee will give written notice to both Motorola and Nextel; the notice will explain the reasons for Licensee's disapproval. Motorola will promptly correct any inaccurate invoice that Licensee disapproves, and resubmit the corrected invoice using the same process as described above in this paragraph.

4.2.2. Payment Due Date. Payment to Motorola by Nextel for approved invoices is due thirty (30) days from the date Nextel receives the Approval Notification from Licensee. Payments will be made in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Motorola's Federal Tax Identification Number is 36-1115800.

4.2.3. Mutual Cooperation. Because payment for services will be made by Nextel, the payment process will require greater cooperation by the Parties than normal circumstances would require. The Parties will cooperate with each other and provide to each other, and to Nextel and the Transition Administrator, such information (other than Confidential Information, which is governed by Section 9.1) as is reasonable or necessary to facilitate the prompt payment of the Contract Price to Motorola.

Section 5 REPRESENTATIONS AND WARRANTIES

5.1. **RECONFIGURATION PLANNING AND NEGOTIATION PHASE SERVICES WARRANTY.** For thirty (30) days from the completion of the Reconfiguration Planning and Negotiation Phase Services, Motorola warrants that these services were performed in a good and workmanlike manner. This services warranty does not cover any services or duties performed or owed by Nextel, Licensee, or any other contractor hired by them, and it does not guaranty that Licensee's System will be Comparable Facilities after the reconfiguration work is completed.

5.2. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original end user and are not assignable or transferable.

5.3. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE RECONFIGURATION PLANNING AND NEGOTIATION PHASE SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING WARRANTIES, THE SERVICES ARE PROVIDED "AS IS" AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE IS RESPONSIBLE FOR, AND MOTOROLA MAKES NO WARRANTY CONCERNING, THE BACK-UP AND DISASTER RECOVERY PROCEDURES, FACILITIES AND EQUIPMENT, OR DATA ENTRY AND LOADING. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Exhibit A

Section 6 **DEFAULT AND TERMINATION**

If a Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Licensee is the defaulting Party, Motorola may stop work on the Agreement until it approves the cure plan. If a defaulting Party fails to cure the default, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement and the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. The non-defaulting Party will mitigate damages.

Section 7 **CONFIDENTIALITY AND PROPRIETARY RIGHTS**

7.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the Parties may provide each other with Confidential Information. Any inventory report or Customer Suitability Assessment concerning Licensee's System, and any other document concerning the reconfiguration of Licensee's System that Motorola prepares specifically for and is a promised deliverable to Licensee under this Agreement (collectively, "Documentary Deliverable") shall be the Confidential Information of Licensee unless otherwise agreed by the Parties in writing,

7.1.1. Non-Disclosure. Each Party will, to the extent allowed by law, maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who have access to it that it is confidential and not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care. The confidentiality restrictions and obligations contained herein shall be in addition to any confidentiality restrictions or obligations contained in any other agreement (whether prior to, contemporaneous or subsequent to the date of this Agreement) between Motorola on the one hand and the Transition Administrator, Nextel or Licensee on the other hand, as well any protective order or confidentiality restrictions or rules issued by the FCC or the Transition Administrator.

7.1.2. Use. Unless otherwise provided in this Agreement, to the extent allowed by law, a Party may use the Confidential Information of the other Party only in furtherance of the performance of this Agreement or any other agreement between the Parties. Notwithstanding the preceding sentence, Motorola may use the information in any Documentary Deliverable for its own business purposes or to assist Licensee or its other contractors or consultants in the overall effort to plan and reconfigure Licensee's System. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement or any other agreement between the Parties.

7.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola owns and retains all of its Proprietary Rights, and nothing in this Agreement is intended to restrict its Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Licensee the services remain vested exclusively in Motorola, and this Agreement does not grant to Licensee any shared development rights of intellectual property. This Agreement does not involve the license of any software.

Section 8 **GENERAL**

8.1 **ASSIGNABILITY AND SUBCONTRACTING; WAIVER.** No Party may assign this Agreement without the prior written consent of the other Party. Motorola may subcontract any part of the work, but subcontracting will not relieve Motorola of its duties under this Agreement. Failure or delay by a Party to exercise a right or power under this Agreement will not be a waiver of the right or power. An effective waiver of a right or power must be in writing signed

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Exhibit A

by the waiving Party and will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.2 **INDEPENDENT CONTRACTORS.** Each Party is an independent contractor with respect to the other Party, and a Party and its personnel will not be considered to be employees or agents of the other. Nothing in this Agreement grants a Party the right or authority to make commitments of any kind for the other Party. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

8.3 **INTERPRETATION OF AGREEMENT.** This Agreement, including any attachments, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of the Parties. The preprinted terms and conditions found on any Licensee purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs the document. The attachments are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attachments. Section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement is an arm's length transaction and will be fairly interpreted in accordance with its terms and conditions and not for or against a Party. If a court of competent jurisdiction renders any part of this Agreement to be invalid or otherwise unenforceable, it will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid part was not part of this Agreement. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

8.4 **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with the Order and all other applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Licensee will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the System.

8.5 **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party. Each Party represents that it is fully aware of the terms contained in this Agreement and has voluntarily and without coercion or duress of any kind entered into this Agreement, having had a full and fair opportunity to seek the advice of counsel and other professionals or consultants as its considers necessary. This Agreement may be executed in separate counterparts, which together constitute a single agreement.

8.6 **SURVIVAL OF TERMS.** The following provisions survive the expiration or termination of this Agreement for any reason: if any payment obligations exist, all of Section 4 (Contract Price, Payment and Invoicing); Section 6 (Disputes); Section 8 (Limitation of Liability); and Section 9 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 8 .

8.7 **VENUE.** The venue for any cause of action or dispute arising out of this contract shall be Collin County, Texas.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola

Licensee

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

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



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: | 7/24/06 | Reviewed by Legal <i>ADJ</i> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: | Technology Services | | <i>Int'l</i> | Date |
| Department Head | David Stephens | Executive Director | <i>BS</i> | <i>7.13.06</i> |
| Dept Signature: | <i>David Stephens</i> | City Manager | <i>ADJ</i> | <i>7/14/06</i> |
| Agenda Coordinator (include phone #): | | Lisa Prunty Ext. 7342 | | |
| 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 PURCHASE OF A STRATUS SERVER UPGRADE, INSTALLATION AND SUPPORT FROM TRITECH SOFTWARE SYSTEMS, INC.; A SOLE SOURCE PROVIDER, AND 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 type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2005-06 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 83,672 | 0 | 83,672 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 83,672 | 0 | 83,672 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): TECHNOLOGY SERVICES FUND | | | | |
| COMMENTS: Funds are included in the 2005-06 Technology Services budget for the replacement of various servers throughout the City's technology infrastructure. Approved by council on 4/10/06. STRATEGIC PLAN GOAL: Replacement of computer servers relates to the City's Goal of "Service Excellence". | | | | |
| SUMMARY OF ITEM | | | | |
| Staff recommends approval of a Sole Source Resolution and related expenditures for a Stratus Server Upgrade with Installation and Support. Funds for this expenditure were included in our network server replacement funds approved by council on 4/10/06. Upgrading the Stratus Server must be done through TriTech Software Systems, Inc. due to our VisiCAD setup and configuration. | | | | |
| List of Supporting Documents: Resolution; Memo; Quote | | Other Departments, Boards, Commissions or Agencies | | |
| | | | | |



July 6, 2006

City of Plano, TX
1520 Avenue K
Plano, TX 75086

Attention: Mr. Earl Atencio

Re: Purchase of Stratus ftServer and annual Maintenance

Dear Mr. Atencio:

The City has expressed a desire to purchase a Stratus ftServer as an upgrade to the City's TriTech VisiCAD computer aided dispatch system. As you are aware, TriTech is an authorized reseller of Stratus ftServer hardware and Stratus ftServer annual support and maintenance services. TriTech has been providing Stratus' fault tolerant server solutions for our clients' mission critical systems for several years and is certified by Stratus for server configuration and installation.

Based upon the specific configuration used for the VisiCAD Command dispatching system, TriTech and Stratus have developed a unique implementation and maintenance program that is only available for Stratus ftServers and support sole sourced through TriTech. This program commences with the specification of the hardware, continues through the coordination of installation services from the two organizations and culminates with the coordinated support services provided by our respective 24x7 call centers. Under this program, TriTech takes the responsibility to coordinate the activities of the respective technical teams to ensure that the operating system, disk systems and other components are properly configured for your VisiCAD system.

TriTech has discontinued procurement of Stratus hardware from other Stratus resellers due to the inconsistencies we have found in configuration services and on-going maintenance services provided by other resellers that increase client and TriTech costs and system downtime. Therefore, we no longer offer this level of service for Stratus hardware purchased by the client from other resellers because of the noted problems. Under such a scenario, TriTech services to complete the installation and transfer of the system will not be offered at a fixed cost as we can not predict the level of effort to perform the work.

9860 Mesa Rim Road
San Diego, CA 92121
Main Phone: 858.799.7000
Main FAX: 858.799.7010
Internet: www.tritech.com

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If the City of Plano desires a turnkey fixed cost installation of a replacement Stratus fitServer for it VisiCAD dispatching system, it will need to complete the purchase with TriTech as the reseller.

Should you have any further questions, please do not hesitate to contact your Client Account Manager, Ken Schulte at ken.schulte@tritech.com, or the undersigned directly at 303.364.8800.

Sincerely,

Ken Schulte



| | | | | | | | | |
|---|--|--|--|--|--|--|--|--|
| Bill to: City of Plano 1117 E 15th St Plano, TX 75074 Contact Name: Earl Atencio Contact Phone: (972) 941-7341 Credit Terms: NA | | | Date: 07.06.06 Sales Order Number: TBD PO Number: PO Date: VisiCAD Version: 4.0.10.5 | | | Ship to: Same Contact Name: (if different) Contact Phone: | | |
|---|--|--|--|--|--|--|--|--|

Project Products & Services

| | | | |
|---|------------|--|-----------|
| 1 | P3901R-2D | ftServer 5700 Rack, 2-way DMR, dual-core 2.8 GHz CPU, 2 MB iL2 Cache | 38,642.00 |
| 1 | S0444R-EN | Microsoft Windows Server 2003 Enterprise Edition OS (Includes Service Pack 1) license and media (English) , SLP Recovery CD format (1-2 CPU) | - |
| 1 | S0436-EN | ftServer System Software version 4.X, English, StrataDoc CD | 2,293.00 |
| 1 | S0426 | Rapid Disk Resync | 1,031.00 |
| 1 | S0438NC-EN | ftServer W Series Active Upgrade technology (Price included in installation fee) | - |
| 8 | M231 | 1GB DDR-2 Memory DIMM | 5,037.00 |
| 1 | AK438 | USB Floppy Disk Drive Kit | 125.00 |
| 1 | AK553 | Slimline CD-ROM Pair, one per CPU/IO, factory installed (Price included in base model) | - |
| 6 | D643 | 74GB 3.5 10K RPM SATA Disk Drive | 2,608.00 |
| 1 | V128 | 15 inch Rack Mount LCD with Keyboard Drawer | 2,333.00 |
| 1 | B501-02 | N. American/Japanese Power Cord 120 VAC,15 Amp,NEMA5-15,10ft. | 40.00 |
| 1 | B50104 | ftServer Power Cable Pair, 120 VAC / 15A, Plug Type NEMA 5-15, 15 feet (price included in base model) | - |
| 1 | B50502 | Pair of Internal Power Jumper to Cabinet Power Strip, 2.0 M (price included in base model) | - |
| 1 | AA433 | 5700 4U Bezel (Price included in base model) | - |
| 1 | AK517 | Rail Kit for Rack Systems (Price included in base model) | - |
| 1 | R531 | Stratus Technologies ftServer End User License and Hardware Warranty Agreements (Price included in base model) | - |

C:\Documents and Settings\Lisap\Local Settings\Temporary Internet Files\OLK206\SO_ft5700_070607 (3).doc

TriTech Software Systems
 9860 Mesa Rim Rd.
 San Diego, CA, 92121
 858.799.7000

Sales Order – v1.1 – 7.26.99
 Confidential & Proprietary

P-4

| | | | |
|---|------------|---|-----------|
| 1 | R575 | Stratus ftServer Systems: Installation Guide (Price included in base model) | - |
| 1 | R579 | Read Me First: Unpacking ftServer System (Price included in base model) | - |
| 1 | AK516 | Advanced ASN Attach Kit (Contains Virtual Technician Module pair) (Required for Active Upgrade) | 1,605.00 |
| 1 | C620 | ASN Modem, Backplane Mounted | 198.00 |
| 4 | MS3557 | Full Height PCI Slot Filler Panel (Price included in base model) | - |
| 2 | MS3558 | PCI Slot Filler Panel (Price included in base model) | - |
| 1 | PA1147 | Stratus 4U Rack Packaging (Price included in base model) | - |
| 1 | CSIN0068 | Install ftServer 5700 in Rack | 1,334.00 |
| 1 | CSIN0065 | ftServer 5700 Jumpstart System Installation | 5,326.00 |
| 1 | S0426 | Rapid Disk Resync | 205.00 |
| 1 | P3901R-2D | ftServer 5700 Annual Support | 10,445.00 |
| 1 | 60130 | Fault Tolerant Server Configuration & Testing | 5,000.00 |
| 1 | 60170 | On-Site System Installation Service | 2,800.00 |
| 1 | 61111 | Reinstall of Replication & Replistor | 1,200.00 |
| 1 | 61195 | Temporary Test/Training Server Configuration | 450.00 |
| 1 | 60160 | Project Management | 1,400.00 |
| 1 | Travel-001 | Project Travel | 1,200.00 |
| 1 | Ship | Stratus Box Shipping | 400.00 |

Project Summary & Totals

| | |
|---------------------|--------------------|
| Stratus | 60,777.00 |
| Stratus Support | 10,445.00 |
| TriTech Services | 12,450.00 |
| Total System | \$83,672.00 |

Project Payment Terms

| | |
|--|--------------------|
| Down Payment at Time Of Order – 50% 3rd Party Hardware | 35,611.00 |
| 50% TriTech Software & Services | 6,225.00 |
| Total Down Payment | \$41,836.00 |
| Payment upon Stratus Installation – 50% | \$35,611.00 |
| Project Completion – 50% TriTech Software & Services | \$6,225.00 |
| Total | \$83,672.00 |

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Discount on Software Yes No
 Discount on Services Yes No
 Sales Tax Included Yes No [State: _____]
ORDER NOW Yes No

Travel Included Yes No
 Shipping Included Yes No
PM Involved Yes No
Project Manager **TBD**

Please process order now

This order does not include electrical work (outlets, generator, etc.).

This order does not include communications connections (WAN, WLAN, WWAN, telephone, ISDN, etc.), or ongoing network/communications charges associated with installation, operation or support of the system.

This order does not include the configuration and/or programming of routers, switches, bridges, paging systems, 911, AVL, MST, or any other ancillary systems that VisiCAD may be interfaced with.

This order does not include consoles, furniture or fixtures as well as any modifications to install VisiCAD hardware into existing consoles, furniture or existing facility.

This order does not include any Client requests for work or items outside the scope of this proposal or eventual contract including but not limited to custom software.

VisiCAD options will be described in the TriTech Statement of Work (SOW), where applicable

Disclaimer: The software licensing provisions of the System Purchase Agreement between TriTech and Client shall govern the additional TriTech software licenses purchased hereunder. Support will be provided in accordance with the Software Support Agreement between TriTech and the Client.

 Client
 City of Plano
 Date: _____

 Ken Schulte
 Client Account Manager
 Date: _____

 Mike Nabors
 V.P. Client Services
 Date: _____

Pb

C:\Documents and Settings\Lisap\Local Settings\Temporary Internet Files\OLK206\SO_ft5700_070607 (3).doc

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE PURCHASE OF A STRATUS SERVER UPGRADE, INSTALLATION AND SUPPORT WITH TRITECH SOFTWARE SYSTEMS, INC., A SOLE SOURCE VENDOR FOR THE MAINTENANCE AND SUPPORT OF VISICAD SYSTEM OPERATING ON THE STRATUS SERVER; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been presented a quote from TriTech Software Systems, Inc. for a Stratus Server upgrade, installation and support in an amount not to exceed \$83,672.00 a substantial copy of which is attached hereto and incorporated herein as Exhibit "A" (hereinafter called "Agreement"); and

WHEREAS, the City Council finds that the Stratus Server Upgrade installation and support for the Stratus Server is only available from one source, TriTech Software Systems, Inc., and, therefore, is exempt from competitive bid as provided for in Section 252.022(a)(7) of the Texas Local Government Code; 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 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 City Council of the City of Plano, Texas, hereby finds and determines that the purchase of Stratus Server, installation and support is available from only one source, and, therefore, exempt from competitive bid or proposal as provided for in Section 252.022(a)(7) of the Texas Local Government Code.

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

Section III. The City Manager or, in his absence, an Executive Director, is hereby authorized to execute the Agreement and all other documents in connection

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therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement attached hereto as Exhibit "A."

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

DULY PASSED AND APPROVED this the _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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Sales Order

General Information

| | | |
|--|---|---|
| Bill to: City of Plano 1117 E 15th St Plano, TX 75074 Contact Name: Earl Atencio Contact Phone: (972) 941-7341 Credit Terms: NA | Date: 07.06.06 Sales Order Number: TBD PO Number: PO Date: VisiCAD Version: 4.0.10.5 | Ship to: Same Contact Name: (if different) Contact Phone: |
|--|---|---|

Project Information

Project Products & Services

| | | | |
|---|------------|--|-----------|
| 1 | P3901R-2D | ftServer 5700 Rack, 2-way DMR, dual-core 2.8 GHz CPU, 2 MB iL2 Cache | 38,642.00 |
| 1 | S0444R-EN | Microsoft Windows Server 2003 Enterprise Edition OS (Includes Service Pack 1) license and media (English) , SLP Recovery CD format (1-2 CPU) | - |
| 1 | S0436-EN | ftServer System Software version 4.X, English, StrataDoc CD | 2,293.00 |
| 1 | S0426 | Rapid Disk Resync | 1,031.00 |
| 1 | S0438NC-EN | ftServer W Series Active Upgrade technology (Price included in installation fee) | - |
| 8 | M231 | 1GB DDR-2 Memory DIMM | 5,037.00 |
| 1 | AK438 | USB Floppy Disk Drive Kit | 125.00 |
| 1 | AK553 | Slimline CD-ROM Pair, one per CPU/IO, factory installed (Price included in base model) | - |
| 6 | D643 | 74GB 3.5 10K RPM SATA Disk Drive | 2,608.00 |
| 1 | V128 | 15 inch Rack Mount LCD with Keyboard Drawer | 2,333.00 |
| 1 | B501-02 | N. American/Japanese Power Cord 120 VAC,15 Amp,NEMA5-15,10ft. | 40.00 |
| 1 | B50104 | ftServer Power Cable Pair, 120 VAC / 15A, Plug Type NEMA 5-15, 15 feet (price included in base model) | - |
| 1 | B50502 | Pair of Internal Power Jumper to Cabinet Power Strip, 2.0 M (price included in base model) | - |
| 1 | AA433 | 5700 4U Bezel (Price included in base model) | - |
| 1 | AK517 | Rail Kit for Rack Systems (Price included in base model) | - |
| 1 | R531 | Stratus Technologies ftServer End User License and Hardware Warranty Agreements (Price included in base model) | - |

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| | | | |
|---|------------|---|-----------|
| 1 | R575 | Stratus ftServer Systems: Installation Guide (Price included in base model) | - |
| 1 | R579 | Read Me First: Unpacking ftServer System (Price included in base model) | - |
| 1 | AK516 | Advanced ASN Attach Kit (Contains Virtual Technician Module pair) (Required for Active Upgrade) | 1,605.00 |
| 1 | C620 | ASN Modem, Backplane Mounted | 198.00 |
| 4 | MS3557 | Full Height PCI Slot Filler Panel (Price included in base model) | - |
| 2 | MS3558 | PCI Slot Filler Panel (Price included in base model) | - |
| 1 | PA1147 | Stratus 4U Rack Packaging (Price included in base model) | - |
| 1 | CSIN0068 | Install ftServer 5700 in Rack | 1,334.00 |
| 1 | CSIN0065 | ftServer 5700 Jumpstart System Installation | 5,326.00 |
| 1 | S0426 | Rapid Disk Resync | 205.00 |
| 1 | P3901R-2D | ftServer 5700 Annual Support | 10,445.00 |
| 1 | 60130 | Fault Tolerant Server Configuration & Testing | 5,000.00 |
| 1 | 60170 | On-Site System Installation Service | 2,800.00 |
| 1 | 61111 | Reinstall of Replication & Replistor | 1,200.00 |
| 1 | 61195 | Temporary Test/Training Server Configuration | 450.00 |
| 1 | 60160 | Project Management | 1,400.00 |
| 1 | Travel-001 | Project Travel | 1,200.00 |
| 1 | Ship | Stratus Box Shipping | 400.00 |

Project Summary & Totals

| | |
|---------------------|--------------------|
| Stratus | 60,777.00 |
| Stratus Support | 10,445.00 |
| TriTech Services | 12,450.00 |
| Total System | \$83,672.00 |

Project Payment Terms

| | |
|--|--------------------|
| Down Payment at Time Of Order – 50% 3rd Party Hardware | 35,611.00 |
| 50% TriTech Software & Services | 6,225.00 |
| Total Down Payment | \$41,836.00 |
| Payment upon Stratus Installation – 50% | \$35,611.00 |
| Project Completion – 50% TriTech Software & Services | \$6,225.00 |
| Total | \$83,672.00 |

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Summary Information

| | | | | | |
|----------------------|---|---|-------------------|---|-----------------------------|
| Discount on Software | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Travel Included | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Discount on Services | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Shipping Included | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Sales Tax Included | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No [State: _____] | PM Involved | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| ORDER NOW | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Project Manager | TBD | |

Please process order now

This order does not include electrical work (outlets, generator, etc.).

This order does not include communications connections (WAN, WLAN, WWAN, telephone, ISDN, etc.), or ongoing network/communications charges associated with installation, operation or support of the system.

This order does not include the configuration and/or programming of routers, switches, bridges, paging systems, 911, AVL, MST, or any other ancillary systems that VisiCAD may be interfaced with.

This order does not include consoles, furniture or fixtures as well as any modifications to install VisiCAD hardware into existing consoles, furniture or existing facility.

This order does not include any Client requests for work or items outside the scope of this proposal or eventual contract including but not limited to custom software.

VisiCAD options will be described in the TriTech Statement of Work (SOW), where applicable

Disclaimer: The software licensing provisions of the System Purchase Agreement between TriTech and Client shall govern the additional TriTech software licenses purchased hereunder. Support will be provided in accordance with the Software Support Agreement between TriTech and the Client.

 Client
 City of Plano

Date: _____

 Ken Schulte
 Client Account Manager

Date: _____

 Mike Nabors
 V.P. Client Services

Date: _____

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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: | 7/24/06 | Reviewed by Legal | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: | Customer and Utility Services | Initials | Date | |
| Department Head | Mark Israelson | Executive Director | 7-11-06 | |
| Dept Signature: | <i>[Signature]</i> | City Manager | <i>[Signature]</i> | |
| Agenda Coordinator (include phone #): | | Nancy Rodriguez X7510 | | |
| 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, AUTHORIZING THE EXECUTION OF THE GAS STANDING STEERING COMMITTEE PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE. | | | | |
| 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 | | | | |
| This resolution authorizes the City of Plano to join and participate with other Atmos cities in current and upcoming gas utility regulatory and rate making cases before the Railroad Commission of Texas or other court. The Gas Standing Steering Committee organization will work similar to the Electric Standing Steering Committee. The Steering Committee will have authority to act for members with each member retaining the ability to opt out of any proposed rate case action. | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Memo to City Council | | | | |

MEMORANDUM

DATE: July 24, 2006

TO: City Council

THROUGH: Thomas Muehlenbeck, City Manager

FROM: Mark Israelson, Director of Customer and Utility Services 

SUBJECT: Resolution to Join a Gas Standing Steering Committee for Cities Served by Atmos Energy

This resolution authorizes the City of Plano to join and participate with other Atmos cities in current and upcoming gas utility regulatory and rate making cases before the Railroad Commission of Texas or other court. The City of Plano was a member of the original Gas Cities Steering Committee that was formed several years ago in response to a gas gate rate filing by Lone Star Gas Company (TXU Gas and Atmos Energy's predecessor).

Over the past six years, the gas distribution systems have been consolidated and the gas company has filed rate cases annually. With the passage of the GRIP statute, this pattern is likely to continue. The current Steering Committee has recommended the establishment of a more formal organizational structure that will enable cities to respond more quickly to these frequent gas rate filings. The Gas Standing Steering Committee organization will work similar to the Electric Standing Steering Committee. The Steering Committee will have authority to act for members with each member retaining the ability to opt out of any proposed rate case action.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE EXECUTION OF THE GAS STANDING STEERING COMMITTEE PARTICIPATION AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the cities in the service area of Atmos Gas have worked together collectively in a coalition to participate in the regulatory process to assure gas rates charged were just and reasonable; and

WHEREAS, the nature of gas utility regulation is undergoing substantial change as a result of state and federal legislation; and

WHEREAS, there remains a need for cities to cooperate to assure the public interest is protected and gas and other utility rates are just and reasonable; and

WHEREAS, regulatory changes now require quick response in order to have meaningful input into the rate setting process; and

WHEREAS, it is necessary to provide adequate resources to enable cities to act quickly, decisively, and jointly on gas utility regulatory developments;

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

Section I. The City Manager or designee is hereby authorized to execute the Atmos Gas Standing Steering Committee Participation Agreement, a substantial copy of which is attached as Attachment 1.

Section II. Naming Mark Israelson, Director of Customer and Utility Services, marki@plano.gov, 1520 Avenue K, PO Box 860358, Plano, Texas 75086-0358, as the City of Plano's representative to receive notices and carry out the responsibilities for the City as set forth in Exhibit A.

Section III. Authorizing the payment of the initial participation of 5¢ per capita, according to the City's population shown in the most recent TML Directory of Texas City Officials.

Section IV. Directing that a certified copy of this resolution and the approved participation fee be sent to:

Jay Doegey
City of Arlington
Post Office Box 231
Arlington, Texas 76004-0231

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

DULY PASSED AND APPROVED this the _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Q-4

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

ATMOS GAS STANDING STEERING COMMITTEE
PARTICIPATION AGREEMENT

THIS Agreement is made and entered into on this the _____ day of _____, 2006, by, between and among the CITY OF PLANO, TEXAS ("CITY") and member cities of the GAS STANDING STEERING COMMITTEE ("GSSC"). This Agreement is authorized by the Texas Interlocal Cooperation Act (V.T.C.A. Texas Government Code, Chapter 791), and other authorities.

WITNESSETH:

- WHEREAS, the cities in the service area of Atmos Gas have worked together collectively in a coalition to participate in the regulatory process to assure gas rates charged were just and reasonable; and
- WHEREAS, the nature of gas utility regulation is undergoing substantial change as a result of state and federal legislation; and
- WHEREAS, there remains a need for cities to cooperate to assure the public interest is protected and gas and other utility rates are just and reasonable; and
- WHEREAS, regulatory changes now require quick response in order to have meaningful input into the rate setting process; and
- WHEREAS, it is necessary to provide adequate resources to enable cities to act quickly, decisively, and jointly on gas utility regulatory developments; NOW THEREFORE,

In consideration of the premises, agreements, covenants and promises set forth herein, it is agreed as follows:

1.
Atmos Gas Standing Steering Committee
Membership and Executive Committee

The CITY and the member cities hereby form the Gas Standing Steering Committee ("GSSC"). Each member city shall, by action of its governing body, approve its membership in the GSSC and designate its representative to receive notices and participate in and vote at GSSC meetings. The GSSC shall be composed of all cities paying the current nonrefundable membership fee. The membership fee shall be established from time to time by the Executive Committee. The fee for the initial period (approximately one year) is 5¢ per capita, according to the CITY's population listed in the most recent Texas Municipal League Directory of Texas City Officials. The members shall elect an Executive Committee consisting of no more than twenty (20) persons which shall function as the Board of Directors. The Executive Committee shall at least include a representative from all member cities with a population greater than 100,000, according to the most recent Texas Municipal League Directory of Texas City Officials. The remainder of the representatives shall be selected based upon diversity of geographic location and city population size. Each city on the GSSC and each city on the Executive Committee shall

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Exhibit "A"

have one vote, respectively. Meetings of the Executive Committee shall be open to each city on the GSSC whether or not it has a representative on the Executive Committee.

2.**Powers of the Executive Committee**

The CITY and the member cities delegate to the Executive Committee the power to intervene on behalf of GSSC member cities in gas projects, rulemaking, rate case, and related dockets and appeals thereof, represent the interests of cities in utility matters before state and federal legislative bodies and to pay for such activities. A member city may subsequently request and cause its party status to be withdrawn from such activities. The Executive Committee shall fix the amount of the membership fee from time to time.

3.**Election of Officers**

The Executive Committee shall elect a chair and any co-chairs as it deems necessary who shall serve at the pleasure of the Executive Committee. The Executive Committee shall also elect a secretary/treasurer.

4.**Powers of the Officers**

Each officer elected shall serve at the pleasure of the Executive Committee up to a term of four (4) years. The Executive Committee shall elect or re-elect officers at least every four (4) years. Unless terminated by the Executive Committee or the respective city governing body, the officer shall perform the duties of office until a replacement has been elected. Meetings of the Executive Committee and GSSC shall be upon call of the chair or two (2) members of the Executive Committee. The Executive Committee shall meet at least annually. The chair is authorized by action of the Executive Committee to engage consultants and attorneys and to pay for such services.

5.**Termination of Membership**

A city may terminate its membership by action of its governing body, or if said city fails to pay its membership fee in full within one-hundred eighty (180) days after notification of fee due. A city is considered notified on the day written notice is sent to its last designated representative on file with the secretary/treasurer.

6.**Money Held in Trust**

The officers shall hold and manage all money collected in trust for the benefit of the member cities collectively. Officers may establish prudent fund accounts that accumulate funding for activities and to pay authorized expenses. Officers shall serve without pay, but may be reimbursed reasonable out-of-pocket expenses as approved by the Executive Committee. CITY may request and receive a statement of GSSC revenues and expenses each year.

Exhibit "A"

7.

Payment for Performance of Governmental Functions and Services Made from Current Revenues

By entering into this Agreement, CITY affirms that it is paying for the performance of governmental functions or services from current revenues available. The payments made under this agreement fairly and adequately compensates the GSSC for the services or functions performed under the contract.

8.

Legal Construction

In case any one or more of the terms, provisions, phrases or clauses contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable portion had never been contained herein.

9.

Entire Agreement

This contract embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

10.

No Other Obligations

By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

11.

Immunity

It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor GSSC waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

12.

Authority

The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto, and each hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated above.

CITY OF PLANO, TEXAS

GAS STANDING STEERING COMMITTEE

BY: _____
Signature

Printed/Typed Name

Title

BY: _____
Signature

Printed/Typed Name

Title

ATTEST:
CITY SECRETARY

Signature

Printed/Typed Name

Q-8



**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 <i>CS</i> | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: 07/14/2006 | | Reviewed by Legal | <input checked="" type="checkbox"/> Yes <i>WS</i> | <input type="checkbox"/> Not Applicable | |
| Department: | Police Department | | | Initials | Date |
| Department Head | Gregory W. Rushin | | Executive Director | <i>[Signature]</i> | 7/11/06 |
| Dept Signature: | <i>Gregory W. Rushin</i> | | City Manager | <i>[Signature]</i> | 7/11/06 |
| Agenda Coordinator (include phone #): Pam Haines, ext 2526 | | | | | |
| 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 interlocal agreement by and between the City of Plano, Texas and the Frisco Independent School District: providing terms and conditions for the operation of the Police/School Liaison Program: authorizing its execution by the City Manager, or in his absence, an Executive Director; and providing an effective date. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: 05/06 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS | |
| Budget | 0 | 0 | 0 | 0 | |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 | |
| This Item | 0 | 7,282 | 0 | 7,282 | |
| BALANCE | 0 | 7,282 | 0 | 7,282 | |
| FUND(S): GENERAL FUND | | | | | |
| COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department for 50% of the cost of one (1) Police Officer assigned to the School Liaison Program for the period from August 1, 2006 through September 30, 2006. | | | | | |
| STRATEGIC PLAN GOAL: Reimbursement of Plano Police in FISD schools relates to the City's Goal of a "Premier City for Families". | | | | | |
| SUMMARY OF ITEM | | | | | |
| This agreement is for the period August 1, 2006 through September 30, 2006. FISD is contributing 50% of the funding for one (1) Plano Police Officer assigned to the School Liaison Program. | | | | | |
| List of Supporting Documents: Agreement and Attachments | | Other Departments, Boards, Commissions or Agencies | | | |
| | | | | | |

12-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE FRISCO INDEPENDENT SCHOOL DISTRICT FOR THE OPERATION OF THE POLICE/SCHOOL LIASION PROGRAM; 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 Frisco Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or in his absence an 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:

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 from and after its passage.

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DULY PASSED AND APPROVED this the _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

1-3

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of August 2006, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide one (1) employee who is a certified police officer for the School Liaison Program in August and September for the 2006 fiscal year, to be assigned to duties described in the 2006-2007 Memo of Understanding, Administrative Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes.

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of two (2) months beginning the 1st day of August 2006, and ending the 30th day of September 2006.

Subject to Section VI availability of funds, this Agreement may be renewed for subsequent fiscal years if FISD provides CITY with written intent of their desire to renew no later than June 15 preceding the fiscal year, AND if CITY provides FISD with written acceptance. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

FISD shall pay CITY the sum of \$3,641 per month for two (2) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of one (1) certified police officer provided by the CITY.

FISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a liaison officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave.

In the event CITY exercises its right to reassign one or more liaison officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than thirty (30) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between FISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of FISD employees and shall not be considered in any manner to be FISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide FISD documentation of its coverage, said coverage to meet the approval of FISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide FISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2006-2007 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

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IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD or on the next business day after the mailing of said notice addressed to said FISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 6942 Maple Street, Frisco, Texas 75034

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law FISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all

expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless Fisd and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

Diane Wetherbee, City Attorney

By: _____
Thomas H. Muehlenbeck, City Manager

Frisco Independent School District



Richard Wilkinson

Title: _____
Assistant Superintendent, Facilities and Finances

2-7

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

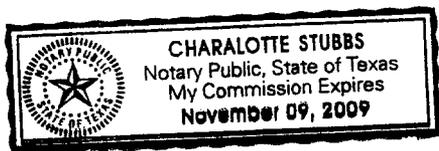
This instrument was acknowledged before me on the _____ day of _____, 2006 by **THOMAS H. MUEHLENBECK**, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 19 day of June, 2006 by Richard Wilkinson, **Assistant Superintendent, Facilities and Finance of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.



Charlotte Stubbs
Notary Public in and for the State of Texas

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MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Frisco Independent School District
School Year 2006-2007

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2006-2007:

1. The School Liaison Officer (SLO) program is provided with the understanding that each school has different needs. School Liaison Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SLO supervisor shall meet with each school principal to determine the most effective hours, for the school and the department, for the SLO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with Fisd administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SLOs.
4. SLO vacancies will be filled according to the procedures of the Plano Police Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SLOs at the time the vacancy occurs.
5. The Department will make every effort to minimize mandatory absences by SLOs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SLO, which will require their absence. The SLO will keep the principal informed of any of these absences when they occur.
6. The SLOs will staff summer school as needed.
7. Payment for SLO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to Fisd's monthly payment for services, SLOs attending school extracurricular activities at the request of principals or other Fisd staff will be compensated at the Plano Police Department overtime rate by Fisd. Examples include but are not limited to attendance at athletic events and open house.
 - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the City of Plano.

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Page 2
Administrative Guidelines
School Year 2006-2007

- c. Attendance at other events when such attendance has not been requested by FISD staff pursuant to 7(a), above, and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
- 8. At the end of the school year, the principal of each school having a liaison officer assigned will be asked to comment on the effectiveness of the officer on a form provided by the Plano Police Department. The appropriate SLO supervisor will be responsible for providing and collecting these forms.
- 9. All comments, criticisms, suggestions, and recommendations for SLO assignments or performance will be immediately referred, without delay, to the appropriate SLO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
- 10. The department shall have the final authority in all criminal matters in which SLOs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
- 11. School administrators must realize that once the police arrive at the scene of an incident, they are in charge of that scene and will make the decisions they feel are appropriate.

Nothing in this memorandum of understanding or the contract for police liaison services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Plano Police Department.

The officer's actions and options are governed by law and police department policy.

| | |
|---|------|
| Gregory W. Rushin Chief, Plano Police Department | Date |
|---|------|

| | |
|--|---|
|  |  |
| Richard Wilkinson Assistant Superintendent, Facilities and Finances Frisco Independent School District | Date |

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MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Frisco Independent School District
School Year 2006-2007

The following operational guidelines are adopted for school/police operations during school year 2006-2007. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – Except as noted below, police officers will not file complaints on Class C offenses that they do not witness. School administrators who witness the event may file the complaint with the municipal court.

School Liaison Officers will have complaint forms available at their respective schools. Once the complaint form is completed, it should be submitted to the municipal court clerk for consideration. The City Prosecutor will determine if the complaint will be accepted for prosecution.

If the complaint is accepted, the school administrator will be called as a witness.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

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Page 2
Operational Guidelines
School Year 2006-2007

3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

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Page 3
Operational Guidelines
School Year 2006-2007

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline –Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Frisco ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures.

These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Richard Wilkinson
Assistant Superintendent, Facilities and Finances
Frisco Independent School District

6/19/06
Date

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Frisco Independent School District
School Year 2006-2007

Purpose Statement: Frisco Campus Crime Stoppers is operated by student board members under guidance of a Fisd sponsor and liaison officer following guidelines issued by the State of Texas. Reward funding is from probation fees collected by the State and distributed through the Dallas Area Crime Commission. Specific guidelines must be followed to ensure the credibility of the program and to meet legal requirements. The benefits of the program are anonymity of informants, an anonymous tip line, and student involvement in campus safety and security.

The following guidelines are adopted for the Campus Crime Stoppers (CCS) program during the school year 2006-2007.

1. Student board members operate the program under the guidance of the Plano Police Department and the Frisco Independent School District.
2. The police department will provide the coordinator to oversee the program, perform annual audits, and maintain the reward funds.
3. School liaison officers will act as campus advisors.
4. The school district will provide an administrative advisor and a sponsor at each campus.
5. The sponsors will be responsible for:
 - Help select student board members
 - Act as advisors for student board members
 - Help educate students and staff about the program
 - Attend training
 - Coordinate student board activities, training, fundraising, community service projects, and functions
 - Attend annual state conferences as needed
6. The liaison officers will be responsible for:
 - Completing and distributing bank slips for reward payments
 - Presenting cases to the student board
 - Selecting student board members
 - Providing annual training to the students and staff
 - Completing and maintaining reward records and monthly statistical reports
 - Maintaining required records in locking file cabinet

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Page 2
Campus Crime Stoppers
School Year 2006-2007

7. The student board members are considered a school committee, established under the student government organization. Each student committee will maintain accounts at their campus for funds raised and donated. These funds will be used for advertisement of the program, training, and student board member activities.
8. Investigations will follow school district and police department policies, procedures, and applicable laws.
9. The anonymous tip line is maintained at the police department.
10. The State has an annual conference for the students and adults involved in the program. Up to two students from each campus can attend the training conference. The number of adults needed to accompany the students depends on how many students attend. The police department will send adequate representation to accompany the students and the school district will send an appropriate number of school sponsors. Substitutes to cover classes for the sponsors who attend the conference will be provided by Frisco Independent School District up to a maximum of three days per campus.
11. All tips from middle school through senior high students made to a school district employee or representative regarding a criminal act must be reported to the liaison officer, regardless of whether charges are filed. The liaison officer will complete the appropriate paperwork so that the student making the tip will be protected with Crime Stopper anonymity.
12. Only persons who have successfully completed the Crime Stopper training provided by the coordinator can present Crime Stopper information to the staff, students, and public. Any other presenters must be pre-approved by the coordinator.
13. The liaison officers need approximately 20 minutes of core class time once a year, preferably, during the first two weeks of school to explain the program to the students and solicit board members. This presentation should be scheduled in a manner that the liaison officer will present the program to the entire student body in groups no larger than three combined classes.
14. The Crime Stopper student activity accounts are kept at each campus with funds raised or donated. These funds are to be used for approved Crime Stopper expenses only, as outlined in Plano Police Department SOP 403.002. The school liaison officer or sponsor will approve expenses less than \$300 and the coordinator must approve expenses \$300 and over.

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Page 3
Campus Crime Stoppers
School Year 2006-2007

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson

6/19/06

Richard Wilkinson
Assistant Superintendent, Facilities and Finances
Frisco Independent School District

Date

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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: 7/24/06 | | Reviewed by Legal <i>AL</i> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: | City Secretary | | Initials | Date |
| Department Head | Elaine Bealke | | Executive Director | |
| Dept Signature: | <i>Elaine Bealke</i> | | City Manager | <i>[Signature]</i> <i>7/28/06</i> |
| Agenda Coordinator (include phone #): Di Zucco x7551 | | | | |
| 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 PLANO CITY COUNCIL AFFIRMING THE APPOINTMENT OF A BOARD MEMBER TO SERVE ON THE DALLAS AREA RAPID TRANSIT AUTHORITY (DART) BOARD OF DIRECTORS AS PROVIDED IN CHAPTER 452 OF THE TEXAS TRANSPORTATION CODE AND PROVIDING AN EFFECTIVE DATE. | | | | |
| 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 _____ | | | | |
| | | | | |

RESOLUTION NO. _____

A RESOLUTION OF THE PLANO CITY COUNCIL AFFIRMING THE APPOINTMENT OF A BOARD MEMBER TO SERVE ON THE DALLAS AREA RAPID TRANSIT AUTHORITY (DART) BOARD OF DIRECTORS AS PROVIDED IN CHAPTER 452 OF THE TEXAS TRANSPORTATION CODE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 452 of the Texas Transportation Code provides for the appointment of board members to DART; and

WHEREAS, the Plano City Council has duly considered candidates for the full DART Board Member.

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

Section I. The City of Plano appoints Robert Pope to serve as the full DART Board Member to represent the City of Plano. Such term shall begin on July 1, 2006.

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

DULY PASSED AND APPROVED this the _____ day of _____ 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee
Diane C. Wetherbee, CITY ATTORNEY



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: | 7/24/06 | 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> | 7/18/06 |
| Dept Signature: | <i>[Signature]</i> | City Manager | <i>[Signature]</i> | 7/18/06 |
| Agenda Coordinator (include phone #): | | Irene Pegues (7198) | | |
| 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 | | | | |
| Expressing support for Collin County's application to TxDOT for a pass-through financing agreement on US 75 from Spring Creek Parkway to the Grayson County line; authorizing the City Manager, or in his absence an Executive Director, to execute any documents necessary; and providing an effective date. | | | | |
| 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 | | | | |
| This resolution shows Plano's support of Collin County's application to TxDOT for a pass-through financing agreement on US 75. If the Highway Commission approves the application, it authorizes TxDOT staff to begin negotiating the details for a final agreement that would later be approved by the Highway Commission. The details would include project costs, reimbursement costs, and schedules for construction. The local governments and Collin County would also have to agree on how the project would be funded. Plano will have an opportunity to approve the final agreement before it is approved by the Highway Commission. | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| N/A | | N/A | | |

2-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, EXPRESSING SUPPORT FOR COLLIN COUNTY'S APPLICATION FOR A PASS-THROUGH FINANCING AGREEMENT FOR US 75 FROM SPRING CREEK PARKWAY TO THE GRAYSON COUNTY LINE; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Collin County is experiencing dramatic growth; and

WHEREAS, the economic resources of the State of Texas, Collin County, and the City of Plano are weighed down with the cost of public infrastructure projects; and

WHEREAS, the City of Plano recognizes the importance of improvements along US 75 from Spring Creek Parkway to the Grayson County line; and

WHEREAS, the construction of the proposed US 75 Corridor improvements would improve mobility, reduce congestion and improve safety; and

WHEREAS, Subchapter E of the Transportation Code, §222.104(b) provides a mechanism whereby public entities may partner with the Texas Department of Transportation to provide vital public infrastructure by establishing a Pass-Through Financing Project on the state highway system; and

WHEREAS, the City of Plano supports Collin County's submission of a Pass-Through Financing Application to construct improvements along US 75 from Spring Creek Parkway to the Grayson County line; and

WHEREAS, the Texas Transportations Commission's approval of the US 75 Pass-Through Financing Project Application submitted by Collin County would allow the Texas Department of Transportation, Collin County and adjacent Cities to negotiate a detailed contract for the construction, financing and reimbursement of costs for the US 75 Corridor improvements which would be accelerated significantly due to current funding constraints.

NOW THEREFORE, BE IT RESOLVED, that the City of Plano does hereby support the Collin County's US 75 Pass-Through Financing Project

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Application for US 75 from Spring Creek Parkway to the Grayson County line as a viable project to improve area mobility, reduce traffic congestions, improve safety and further economic growth in the area; and

BE IT FURTHER RESOLVED, the City of Plano urges the Texas Transportation Commission to approve Collin County's application for Pass-Through Financing and for TxDOT and Collin County and adjacent Cities to negotiate a detailed contract for the construction, financing and reimbursement of costs for the US 75 Corridor improvements on the state highway system.

DULY PASSED AND APPROVED the _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**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: | 7/24/06 | Reviewed by Legal <i>WJS</i> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: | Engineering | | Initials | Date |
| Department Head | Alan L. Upchurch | Executive Director | <i>DD</i> | 7/18/06 |
| Dept Signature: | <i>Alan L. Upchurch</i> | City Manager | <i>JA</i> | 7/18/06 |
| Agenda Coordinator (include phone #): | | Irene Pegues (7198) <i>WJS</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 | | | | |
| Affirming support of the Regional Transportation Council Supported Phased Model Corridors for the Trans-Texas Corridor (TTC-35) project; authorizing the City Manager, or in his absence an Executive Director, to execute any documents to show such support; 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 | | | | |
| TxDOT is planning several public hearings concerning the recommended corridor for the TTC-35 project. The RTC has approved a different corridor. This resolution would provide Plano's support for the RTC corridor. If Council approves the resolution, it will be sent to TxDOT during the public comment period of their Public Hearing process. | | | | |
| 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, AFFIRMING SUPPORT OF THE REGIONAL TRANSPORTATION COUNCIL SUPPORTED PHASED MODEL CORRIDORS FOR THE TRANS-TEXAS CORRIDOR (TTC-35) PROJECT; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS TO SHOW SUCH SUPPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) has released the Tier One Draft Environmental Impact Study for the Trans-Texas Corridor (TTC-35) for public comment; and

WHEREAS, the Regional Transportation Council (RTC) of the North Central Texas Council of Governments has adopted a regional policy position regarding the TTC-35 project, a copy of which is attached herewith as Exhibit "A" (hereinafter called "RTC Resolution"); and

WHEREAS, the Dallas Regional Mobility Coalition has approved a resolution supporting the RTC Resolution on the TTC-35 project; and

WHEREAS, the TxDOT has scheduled several public hearings to receive input into the TTC-35 project; and

WHEREAS, upon full review and consideration of the RTC Resolution, and all matters attendant and related thereto, the City Council is of the opinion that it supports the RTC Resolution; and that the City Manager, or in his absence an Executive Director, is authorized to execute any documents to show such support.

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

Section I. The recommendations contained in the RTC Resolution, having been reviewed by the City Council of the City of Plano and found to be in the best interest of the City of Plano and its citizens, are supported.

Section II. The City Manager, or in his absence an Executive Director, is hereby authorized to execute any documents needed to show such support.

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

DULY PASSED AND APPROVED the _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

RESOLUTION ESTABLISHING A REGIONAL POLICY POSITION REGARDING THE TEXAS DEPARTMENT OF TRANSPORTATION'S TRANS-TEXAS CORRIDOR – 35 INITIATIVE (R05-02)

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth area by the Governor of Texas in accordance with federal law; and,

WHEREAS, NCTCOG is authorized by law to conduct such coordinating and technical studies as required to guide the unified development of the area, eliminate duplication, and promote economy and efficiency through area-wide planning; and,

WHEREAS, the Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG, and has been and continues to be a forum for cooperative decisions on transportation including the approval of the regional Mobility Plan, air quality conformity process and project programming; and,

WHEREAS, the Regional Transportation Council has previously adopted a Goods Movement Corridors Technology Deployment Program aimed at expanding and enhancing the Intelligent Transportation System infrastructure in the region along major truck routes, and;

WHEREAS, the Regional Transportation Council is responsible under federal law to fulfill the federal concurrency requirement for projects that impact the region (23 U.S.C. §§ 134, 135; 23 CFR § 450.208(a)(21), §450.210; §450.214(b)(4)), and;

WHEREAS, all major roadway construction projects within the regional Metropolitan Planning Area must, by federal law, be approved by the Regional Transportation Council in the regional Mobility Plan; and,

WHEREAS, HB 3588, passed by the 78th Texas Legislature in 2003, requires the Texas Transportation Commission to compare the congestion relief costs and benefits of Trans-Texas Corridor investments against alternative investments; and,

WHEREAS, the Trans-Texas Corridor - 35 provides important new corridors for energy, water, information and other utility needs necessary for continued urban growth; and,

WHEREAS, the Trans-Texas Corridor concept provides an opportunity to meet both urban and inter-city transportation needs; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED:

Section 1. That the Regional Transportation Council supports expanded investments to meet long-standing urban mobility, reliability, safety and air quality needs, including utilizing the Trans-Texas Corridor – 35 main alignment and urban connectors to meet these crucial urban needs.

Section 2. That the maps shown as Attachments 1 through 4 represent regionally supported phased modal investments. This includes right of way preservation for all corridors.

U-4

- Section 3.** That Trans-Texas Corridor – 35 consortium investments and concession fees should be used in the near term to evaluate and, as feasible, construct both an east/west freight rail bypass to the south of the region and a north/south freight rail bypass to the west of the region. (Attachment 1) This includes an investment to provide congestion relief at Tower 55.
- Section 4.** That Trans-Texas Corridor – 35 consortium investments and concession fees should be used in the near term to evaluate and, as feasible, construct dedicated truck lanes and other truck improvements on the Trans-Texas Corridor Truck Urban Connectors identified on I.H.20, I.H. 30 east of I.H. 635, I.H. 35W, I.H. 35E, U.S. 287, U.S. 67, the west side of I.H. 820, I.H. 635 south of I.H. 30, S.H. 360 south of I.H. 20, and Loop 12/Spur 408. Other truck related improvements include Intelligent Transportation System improvements, geometric improvements, interchange and frontage road improvements, and other truck safety enhancements. That Trans-Texas Corridor – 35 consortium investments and concession fees should also be used in the near-term to evaluate and, as feasible, construct an inter-city truck corridor. (Attachment 2)
- Section 5.** That Trans-Texas Corridor – 35 consortium investments and concession fees should be used in the near term to evaluate and, as feasible, construct additional capacity improvements to the toll road Automobile Urban Connector along existing and planned sections of the Dallas North Tollway, S.H. 161, the President George Bush Turnpike, and S.H. 360. That Trans-Texas Corridor – 35 consortium investments and concession fees should also be used in the near-term to evaluate and, as feasible, construct an inter-city auto corridor. (Attachment 3)
- Section 6.** That the high-speed rail portion of the Trans-Texas Corridor should access the Dallas/Fort Worth International Airport (DFWIA) from the south as indicated in the DFWIA Rail Access Study, and should also connect to the regional light and commuter rail system to facilitate movement to other destinations in the region. (Attachment 4)
- Section 7.** That the inter-city portions of the Trans-Texas Corridor – 35 alignment between Hillsboro and Laredo should be spaced as close to I.H. 35 as possible.
- Section 8.** That the evaluation of alternative routes and staging of investment should include an analysis of economic impacts to existing and future urban population and employment.
- Section 9.** Upon concurrency between the Texas Department of Transportation and the Metropolitan Planning Organization, Trans-Texas Corridor – 35 routes within the Metropolitan Planning Organization will be placed in the Mobility Plan.

U-5

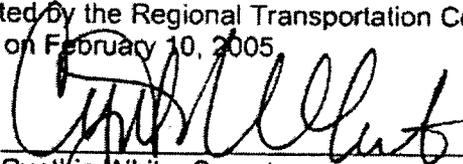
Section 10. That this resolution will be sent to the Texas Transportation Commission.

Section 11. That this motion shall be in effect immediately upon adoption.



Jack Hatchell, Chair
Regional Transportation Council
Commissioner, Collin County

I hereby certify that this resolution was adopted by the Regional Transportation Council of the North Central Texas Council of Governments on February 10, 2005.



Cynthia White, Secretary
Regional Transportation Council
Commissioner, Denton County

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TRANS-TEXAS CORRIDOR 35 FREIGHT RAIL MODE

Legend

TTC-35 Features

-  Near Term TTC-35 Freight Rail Corridor Study Zone for Bypass Trains
-  Long Term TTC-35 Freight Rail Corridor Study Zone for Bypass Trains

Other Features

-  Rail
-  Airports
-  Lakes

Current freight rail lines continue to serve local freight rail needs in the future.



U-7

TRANS-TEXAS CORRIDOR 35 TRUCK MODE

4-8



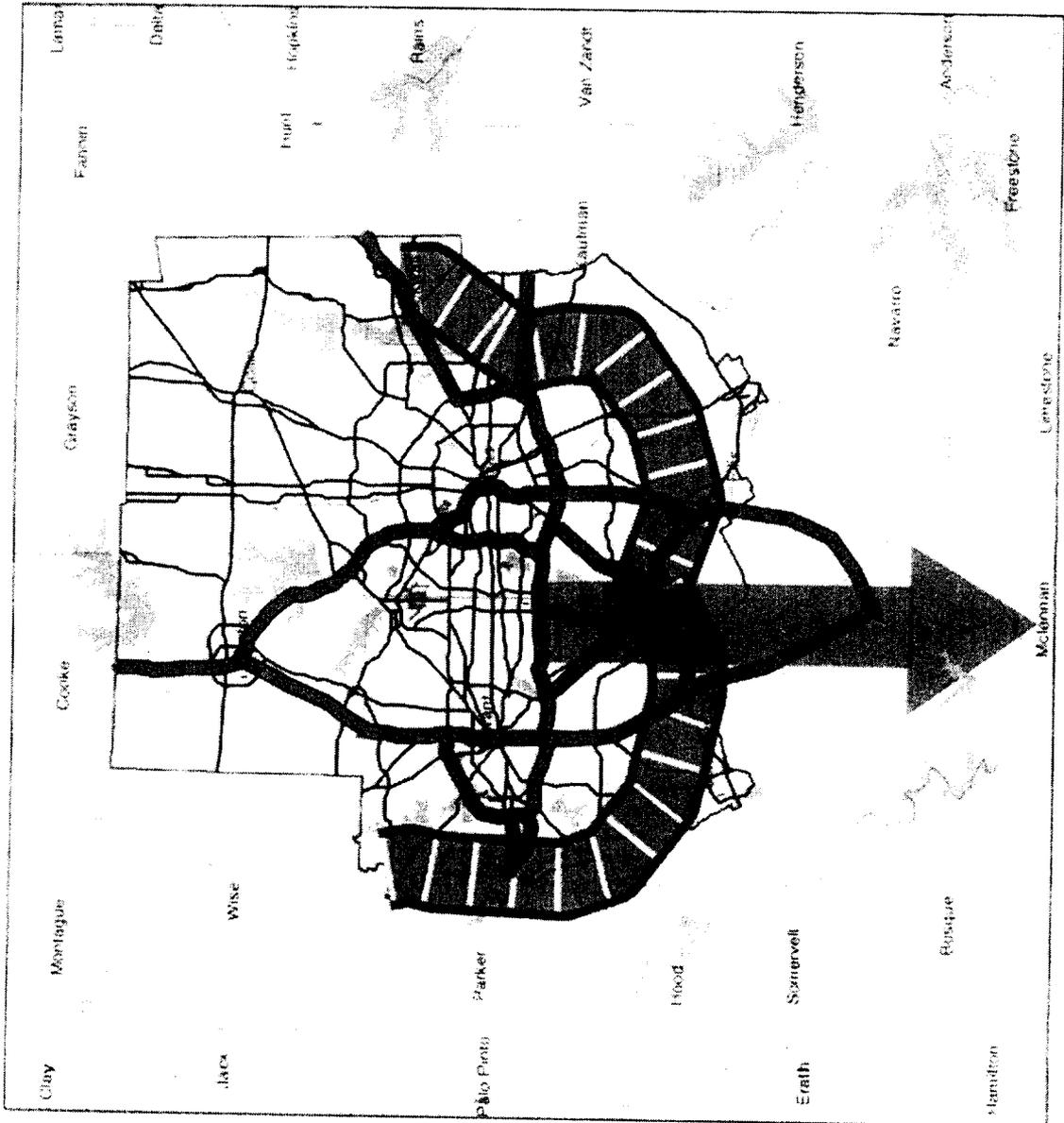
Legend

TTC-35 Features

-  Near Term TTC-35 Truck Corridor Study Zone
-  Near Term Truck Urban Connector Alignment
-  Long Term TTC-35 Truck Corridor Study Zone

Other Features

-  Highways - Mobility 2025 Update
-  Airports
-  Lakes



North Central Texas
Council of Governments
Transportation



TRANS-TEXAS CORRIDOR 35 PASSENGER RAIL MODE

Legend

Long Term Inter-City Rail Features

Current Amtrak - Future High Performance Routes

TTC-35 Passenger Rail Alignment

TTC-35 Passenger Rail Corridor Study Zone

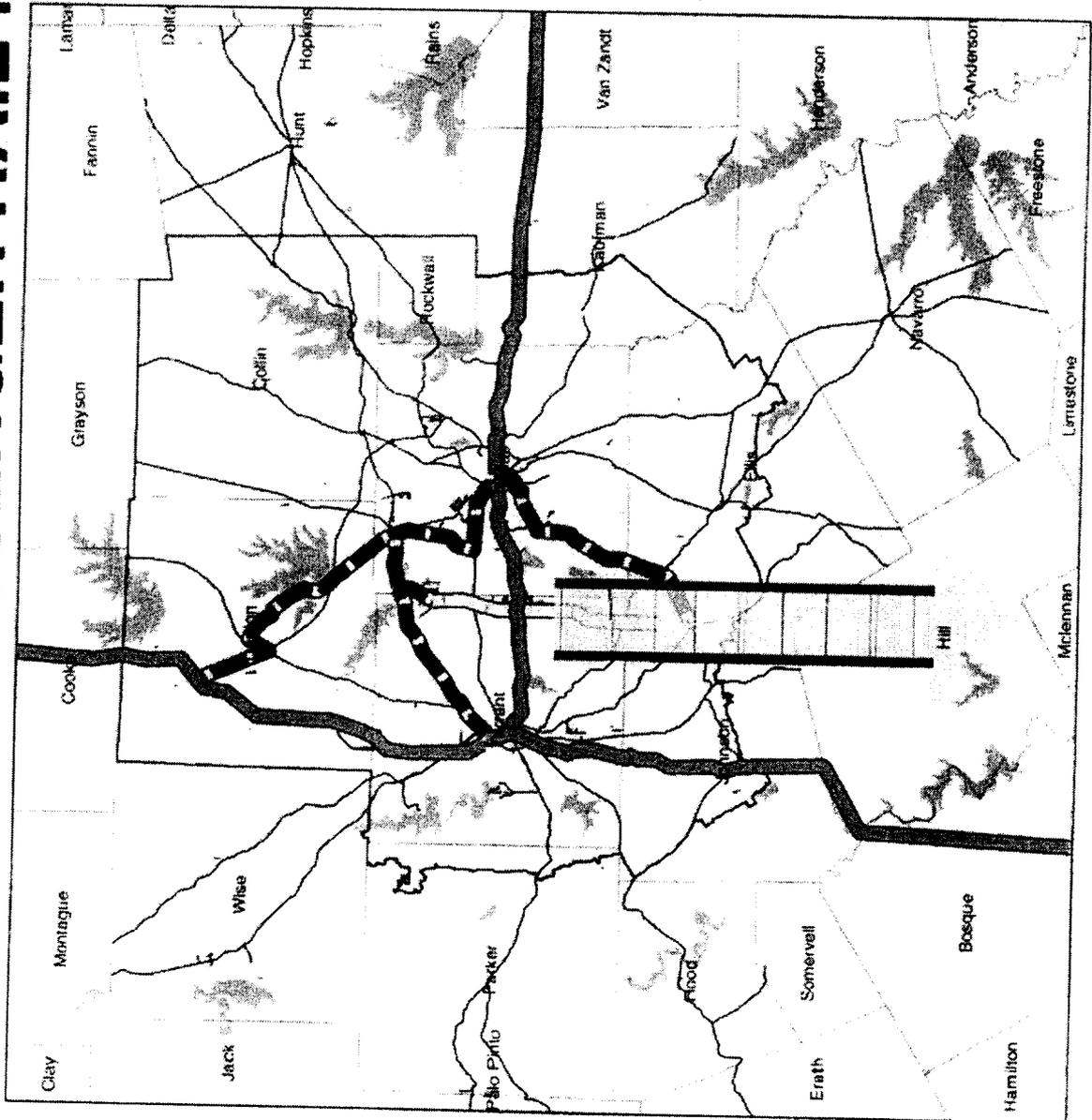
Intercity Passenger Rail Urban Connectors

Other Features

Rail

Airports

Lakes



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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: | 7/24/06 | Reviewed by Legal | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable | |
| Department: | Customer and Utility Services | Initials | Date | | |
| Department Head | Mark Israelson | Executive Director | 7-16-07 | | |
| Dept Signature: | <i>[Signature]</i> | City Manager | 7/12/07 | | |
| Agenda Coordinator (include phone #): Nancy Rodriguez x7510 | | | | | |
| ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER | | | | | |
| CAPTION | | | | | |
| A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PUBLIC RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND TCDWF ACQUISITIONS, LP, A TEXAS LIMITED PARTNERSHIP, TO LOCATE, PLACE, ATTACH, INSTALL, AND OPERATE, A COMMUNICATION SYSTEM, ELECTRICAL SYSTEM, AND BANK PNEUMATIC TRANSPORT SYSTEM IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY 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 type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2005-06 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | 82,200 | 0 | 82,200 |
| BALANCE | | 0 | 82,200 | 0 | 82,200 |
| FUND(S): GENERAL FUND | | | | | |
| COMMENTS: Approval of this item will result in a one-time, lump-sum payment in the amount of \$82,200 in the General Fund for this public right-of-way agreement. | | | | | |
| STRATEGIC PLAN GOAL: Entering into this public right-of-way agreement relates to the City's Goal of "Service Excellence". | | | | | |
| SUMMARY OF ITEM | | | | | |
| This Resolution approves a Public Right-of-Way Use Agreement for a communication system, electrical system, and bank pneumatic transport system with another facility owned by the company across Infinity Boulevard. This is a twenty-five (25) year agreement. | | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | | |
| n/a | | n/a | | | |

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PUBLIC RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND TCDFW ACQUISITIONS, LP, A TEXAS LIMITED PARTNERSHIP, TO LOCATE, PLACE, ATTACH, INSTALL, AND OPERATE, A COMMUNICATION SYSTEM, ELECTRICAL SYSTEM, AND BANK PNEUMATIC TRANSPORT SYSTEM IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY 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 Public Right-of-Way Use Agreement by and between the City of Plano, Texas and TCDFW Acquisitions, LP, (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 Public Right-of-Way Use 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 Amendment to the License, 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 on this the ____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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PUBLIC RIGHT-OF-WAY USE AGREEMENT

This Agreement is made this the _____ day of _____, 2006, by and between the **City of Plano, Texas** ("City"), a Texas home rule municipal corporation, and **TCDFW Acquisitions, LP** a **Texas Limited Partnership** duly organized and existing under the laws of the State of Texas ("Company").

RECITALS:

WHEREAS, Company desires to locate, place, attach, install, operate and maintain, subject to the terms of this Public Right-of-Way Use Agreement, a communications system consisting of conduit and fiber, an electrical system and a bank pneumatic transport system, all of which will be located in a permanent concrete duct bank (hereinafter called "Structure") under Infinity Boulevard located in Plano, Collin County, Texas, as shown on the attached Exhibit "A," for the purpose of connecting its communications system between two facilities; and

WHEREAS, the City will allow Company to use the Public Rights-of-Way under the terms of this Agreement.

NOW, THEREFORE, the City and Company agree as follows:

1. Definitions.

Capitalized terms used in this Agreement and not otherwise defined within this Agreement shall have the following meanings:

- (a) *Affiliate* shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.
- (b) *Company* shall mean TCDFW Acquisitions, LP, a Texas limited partnership duly organized and existing under the laws of the State of Texas, only and shall not include any Affiliate or third party.
- (c) *City* shall mean the area within the corporate limits of the City of Plano, Texas, and the governing and administrative body thereof.
- (d) *Effective Date* shall mean the date of execution by the City.

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- (e) *Person* shall mean an individual, corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form or business entity or association.
- (f) *Public Rights-of-Way* shall mean only those portions of the public rights-of-way and street crossings in the City identified in Exhibit "A" of this Agreement, which is attached hereto and hereby made a part of this Agreement for all purposes.
- (g) *Structure* shall mean Company's Infinity Boulevard systems consisting of a communications system, electrical system, and bank pneumatic transport system located under Infinity Boulevard in Plano, Collin County, Texas, and installed in a permanent concrete duct bank.

2. Grant of Rights.

2.1 General Use of Public Rights-of-Way. Subject to the terms and conditions set forth in this Agreement, the City Charter, and the ordinances of the City, the City hereby grants Company a non-exclusive license to locate, place, attach, install, operate and maintain its Structure in the Public Rights-of-Way, as defined in Section 1 hereof. Company hereby acknowledges and agrees that the location, attachment, installation, operation, maintenance, removal, reattachment, reinstallation, relocation and/or replacement of its Structure or any other structure or equipment constitutes an actual use of the Public Rights-of-Way, that the City has the right to manage and regulate the use of such Public Rights-of-Way, and that the City is entitled to recover reasonable compensation from Company on account of such use of the Public Rights-of-Way.

Both the City and Company ("Parties") hereby acknowledge and agree that this Agreement addresses only the use of the Public Rights-of-Way by Company to locate, place, attach, install, operate and maintain its Structure and does not grant Company or any Affiliate or contractor of the Company the use of the Public Rights-of-Way for any other reason. If Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company contends that Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company wishes to construct and/or install additional facilities in any of the City's public rights-of-way other than the Public Rights-of-Way defined in Section 1, Company shall first notify the City in writing and shall obtain a written permit or agreement for the use of the Public Rights-of-Way in that respect.

2.2 Scope. Any and all rights granted to Company under this Agreement, which shall be exercised at Company's sole cost and expense, shall be subject and subordinate to the prior and continuing right of City, its successors and assigns, to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other Person or Persons having the legal right to use such Public Rights-of-Way. In addition, any and all rights granted to Company under this Agreement shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and

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claims of title of record that may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Company a real property interest in land, including, but not limited to, any fee, leasehold interest, or easement. Any work performed by or on behalf of Company shall be subject to the prior and customary review and regulation by the City. Company shall not allow any liens, including, but not limited to, mechanic's or materialman's liens, to be enforced against City's premises by reason of any such work.

2.3 Non-exclusive. This Agreement and all rights granted to Company herein are strictly non-exclusive. The City reserves the right to grant other and future agreements, consents and franchises for the use of public rights-of-way in the City, including the Public Rights-of-Way used by Company pursuant to this Agreement, to other Persons as the City deems appropriate. This Agreement does not establish any priority for the use of the Public Rights-of-Way by Company or by any present or future franchisees, users or other permit holders. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees, users and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

2.4 Other Permits. This Agreement does not relieve Company of any obligation to obtain permits, licenses, and other approvals from the City necessary for the construction, repair, or maintenance of the Structure.

3. Term.

This License shall continue in force for a period of twenty-five (25) years from the Effective Date and may thereafter be renewed for such time and upon such terms as the parties may then agree. If any law or agency rule or regulation is adopted that affects the City's ability or right to manage the Public Rights-of-Way, Company agrees to meet with the City and to negotiate with diligence and in good faith an agreement or amendment to this Agreement that reasonably resolves the City's and Company's concerns regarding such law or agency rule or regulation.

4. Fees and Payments.

4.1 Public Right-of-Way Use Fee. On the Effective Date, Company shall pay the City as compensation for its use of the Public Rights-of-Way for the entire term of this Agreement, the sum of EIGHTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$82,200.00), which represents an annual payment of (i) ONE DOLLAR AND FIFTY CENTS (\$1.50) per linear foot of the Public Rights-of-Way plus (ii) ONE THOUSAND DOLLARS (\$1,000.00) per public street crossing for a term of twenty-five (25) years. Company hereby acknowledges and agrees that the amount of this Right-of-Way Use Fee constitutes just and reasonable compensation to the City for Company's use of the Public Rights-of-Way as provided by this Agreement.

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4.2 Other Payments. In addition to the Right-of-Way Use Fees, Company shall pay the City all sums that may be due the City for property taxes, license fees, permit fees, or other taxes, charges or fees that the City may from time to time impose.

4.3 Interest. All sums due the City under this Agreement that are not paid when due shall bear interest at the rate of ten percent (10%) per annum, computed monthly.

4.4 Company acknowledges that it understands that this Agreement and the fee charged in Section 4.1 above relate only to the Public Rights-of-Way specifically identified in Exhibit "A." Additional portions of the public rights-of-way and/or street crossings shall require a new license and an additional fee.

5. Use of Public Rights-of-Way

5.1 Construction and Maintenance. In all matters relating to this Agreement, Company shall comply with the City of Plano Right-of-Way Management Ordinance, as adopted by Ordinance No. 2001-3-20 and as amended from time to time, and all other pertinent laws, rules, and regulations of the City and the State of Texas. Approval by City of this Agreement shall not constitute a warranty by City that Company's plans conform with federal, state and/or local codes and regulations applicable thereto. Company shall comply with all laws or ordinances of the City of Plano, including, but not limited to, those relating to building and excavation permits.

5.2 Work by Others; Alterations Required if Needed to Conform with Public Improvements. The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid sanitary sewer, gas, water, electric, telephone and television cable and other pipelines or cables and conduits and to do and permit to be done any underground and overhead installation that may be deemed necessary or proper by the governing body of the City in, across, along, over or under any of Company's Public Rights-of-Way and to change any curb or sidewalk or the grade of any street. In permitting such work to be done, the City shall not be liable to Company, except to the extent provided under the Texas Tort Claims Act. Nothing herein shall relieve any other person or corporation from any liability for damage to the facilities or the Structure.

5.3 Testing. Company shall cooperate with City in making any test or tests it requires of any installation or condition that, in its reasonable judgment, may have adverse effects on any of the facilities of the City. All costs incurred by the test(s), or any corrections thereof, shall be borne by Company.

5.4 Location, Use or Purpose Changes. No change in the location, use or purpose of the Public Rights-of-Way shall be made by Company without City's written approval.

6. Miscellaneous Obligations of Company.

6.1 Removal of Structure. Upon the termination or expiration of this Agreement, Company's right to use Public Rights-of-Way under this Agreement shall cease and Company shall immediately discontinue use of the Structure. Within six (6) months following such termination or expiration and in accordance with directions from the City, Company shall remove the Structure, including, but not limited to, all supporting structures, poles, transmission and distribution Structures and other appurtenances, fixtures or property from the Public Rights-of-Way but excluding the concrete duct bank which Company shall not be required to remove. If Company has not removed all Structure facilities and equipment (excepting the concrete duct bank) from the Public Rights-of-Way within six (6) months following termination or expiration of this Agreement, the City may deem all of the Company's Structure facilities and equipment remaining in the Public Rights-of-Way abandoned and, at the City's sole but reasonable discretion, (i) take possession of and title to such property; and/or (ii) take any and all legal action necessary to compel Company to remove such property.

Within six (6) months following termination or expiration of this Agreement, Company shall also restore any property, public or private, that is disturbed or damaged by removal of the Structure. If Company has not restored all such property within this time, the City, at the City's sole but reasonable discretion, may perform or have performed any necessary restoration work, in which case Company shall, within 10 days following receipt of an itemized invoice, reimburse the City for any and all costs incurred in performing or having performed such restoration work.

7. Indemnification and Insurance.

7.1 Disclaimer of Liability. **EXCEPT TO THE EXTENT PROVIDED BY THE TEXAS TORT CLAIMS ACT, THE CITY SHALL NOT AT ANY TIME BE LIABLE FOR ANY INJURY OR DAMAGE OCCURRING TO ANY PERSON OR PROPERTY FROM ANY CAUSE WHATSOEVER THAT ARISES OUT OF THE ATTACHEMENT, INSTALLATION, OPERATION, MAINTENANCE, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATION, CONDITION OR DISMANTLING OF THE STRUCTURE.**

7.2 Indemnification. Company shall provide to the City the indemnification set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended. Company further releases and indemnifies the City from and against any and all liability, cost and expense, including attorney's fees for loss of or damage to the City's property and for injury to or death of Persons (including, but not limited to, the property and employees of each of the parties hereto) arising or resulting from a breach of this Agreement by Company, whether or not caused or contributed to by any act or omission, negligence or otherwise, of any employee or agent of City.

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7.3 **Assumption of Risk.** COMPANY HEREBY UNDERTAKES AND ASSUMES, FOR AND ON BEHALF OF COMPANY, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, AGENTS AND EMPLOYEES, ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CITY-CONTROLLED PROPERTY OR FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE PUBLIC RIGHTS-OF-WAY. IN ADDITION, COMPANY HEREBY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE CITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGES INCURRED OR ASSERTED BY COMPANY OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, AND ARISING FROM THE ATTACHMENT, INSTALLATION, OPERATION, MAINTENANCE, CONDITION, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE.

7.4 **Insurance.** Company shall comply with the insurance requirements set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended.

8. **Termination.** This Agreement shall terminate:

- A. at the end of the term provided for in Section 3 above;
- B. upon abandonment of the Public Rights-of-Way or discontinuance of use thereof by Company;
- C. upon failure of Company to correct any default under this Agreement after expiration of the applicable cure period as set out in Section 9 and 10 below.

9. **Defaults.**

The occurrence at any time during the term of this Agreement of one or more of the following events shall constitute an "Event of Default" under this Agreement:

9.1 **Failure to Pay Right-of-Way Use Fees.** An Event of Default shall occur if Company fails to pay any Right-of-Way Use Fee on or before the respective due date.

9.2 **Breach.** An Event of Default shall occur if Company materially breaches or violates any of the terms, covenants, representations, or warranties set forth in this Agreement or fails to perform any duty or obligation required by this Agreement.

9.3 **Violations of the Law.** An Event of Default shall occur if Company violates any existing or future federal, state or local laws or any existing or future ordinances, rules and regulations of the City; provided, however, that no Event of Default shall be deemed to occur or exist during the pendency of any legal action which the City or Company may initiate against the other under or in connection with such law, ordinance, rule or regulation.

10. Uncured Defaults and Remedies.

10.1 Notice of Default and Opportunity to Cure. If an Event of Default occurs, the City shall provide Company with written notice and shall give Company the opportunity to cure such Event of Default. For an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) calendar days from the date it receives written notice from the City to cure the Event of Default. For any other Event of Default, Company shall have sixty (60) calendar days from the date it receives written notice from the City to cure the Event of Default. If any Event of Default is not cured within the time period specified herein, such Event of Default shall, without further notice from the City, become an "Uncured Default" and the City immediately may exercise the remedies provided in Section 10.2.

10.2 Remedies for Uncured Defaults. Upon the occurrence of an Uncured Default, the City shall be entitled to exercise, at the same time or at different times, any of the following remedies, all of which shall be cumulative and without limitation to any other rights or remedies the City may have:

10.2.1 Termination of Agreement. Upon the occurrence of an Uncured Default, the City may terminate this Agreement immediately upon written notice to Company. Upon such termination, Company shall forfeit all rights granted to it under this Agreement, and, except as to Company's unperformed obligations and existing liabilities as of the date of termination, this Agreement shall automatically be deemed null and void and shall have not further force or effect. Company shall remain obligated to pay, and the City shall retain any, Right-of-Way Use Fees and any other payments due up to the date of termination. In this event, Company shall comply with the provisions of Section 6.1 of this Agreement. The City's right to terminate this Agreement under this Section does not and shall not be construed to constitute any limitation on the City's right to terminate this Agreement for other reasons as provided by and in accordance with this Agreement.

10.2.2. Legal Action Against Company. Upon the occurrence of an Uncured Default, the City may commence against Company an action at law for monetary damages or in equity for injunctive relief or specific performance of any of the provisions of this Agreement that, as a matter of equity, are specifically enforceable.

11. Assignment of Agreement.

The rights granted by this Agreement inure to the benefit of Company. Except to an Affiliate of the Company, Company shall not (i) assign, transfer, sell, or otherwise convey any of its rights, privileges, duties or interests as granted to Company by this Agreement; or (ii) lease to any Person or allow use by any Person other than Company all or any portion of its Structure unless (i) Company first notifies the City in writing; (ii) Company obtains the City's advance written consent, which consent shall not unreasonably be withheld; and (iii) such Person enters into a written agreement with the

City relating to that Person's use of the Public Rights-of-Way, including terms for any compensation that the City may charge for such use. In the event Company assigns or transfers the Agreement to an Affiliate of Company, Company shall provide City with written notice thereof.

12. Notices.

12.1 All notices that shall or may be given pursuant to this Agreement shall be in writing and delivered or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile transmission, if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

If to the City:

City of Plano
Attn: Intergovernmental Relations
P.O. Box 860358
1520 Avenue K, Suite 350
Plano, TX 75086-0358
Fax Number (972) 423-9587

With a copy to:
City of Plano
Attn: City Attorney
P.O. Box 860358
1520 Avenue K, Suite 340
Plano, TX 75086-0358
Fax Number (972) 424-0099

If to Company:

TCDFW Acquisitions, LP
Mark Allyn
Executive Vice President
2100 Ross Avenue, Suite 400
Dallas, TX 75201
Fax Number (214) 979-5600

12.2 Date of Notices; Changing Notice Address. Notices shall be deemed given three (3) days after deposit in the mail; or the next day in the case of facsimile, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

13. No Waiver.

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any rights that the City may have, either under this Agreement or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

14. Miscellaneous Provisions.

14.1 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.2 Severability of Provisions. If any one or more of the Provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such Provision(s) shall be deemed severable from the remaining Provision(s) of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.

14.3 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Texas, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that venue for the trial of such action shall be vested exclusively in the state courts of Texas, County of Collin, or in the United States District Court for the Eastern District of Texas.

14.4 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold consent.

14.5 Waiver of Breach. The waiver by either party of any breach or violation of any Provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Agreement.

14.6 Representations and Warranties. Each of the parties to this Agreement represent and warrant that at the time of signing of this Agreement it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

14.7 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

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14.8 No Third Party Beneficiaries. This Agreement is for the benefit of Company, any transferee or assignee in accordance with the provisions contained herein, and the City, and not for the benefit of any third party. No Provision of this Agreement shall be construed as creating any third party beneficiaries.

14.9 Force Majeure. City and Company shall not be required to perform any covenant or obligation in this Agreement, nor be liable to the other in damages, so long as the cause of such failure to perform, or delay in performance, is caused or prevented by an act of God or force majeure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

LICENSOR:
CITY OF PLANO, TEXAS,
A Home Rule Municipal Corporation

By: _____
Thomas H. Muehlenbeck
City Manager

By Authority of Resolution
No. _____

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

LICENSEE:
TCDFW Acquisitions, LP
A Texas Limited Partnership

By: Mark Allyn
Title: Executive Vice President

ATTEST:

DATE

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2006, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

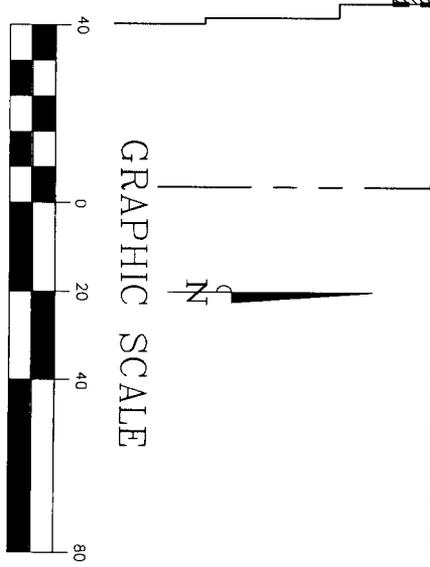
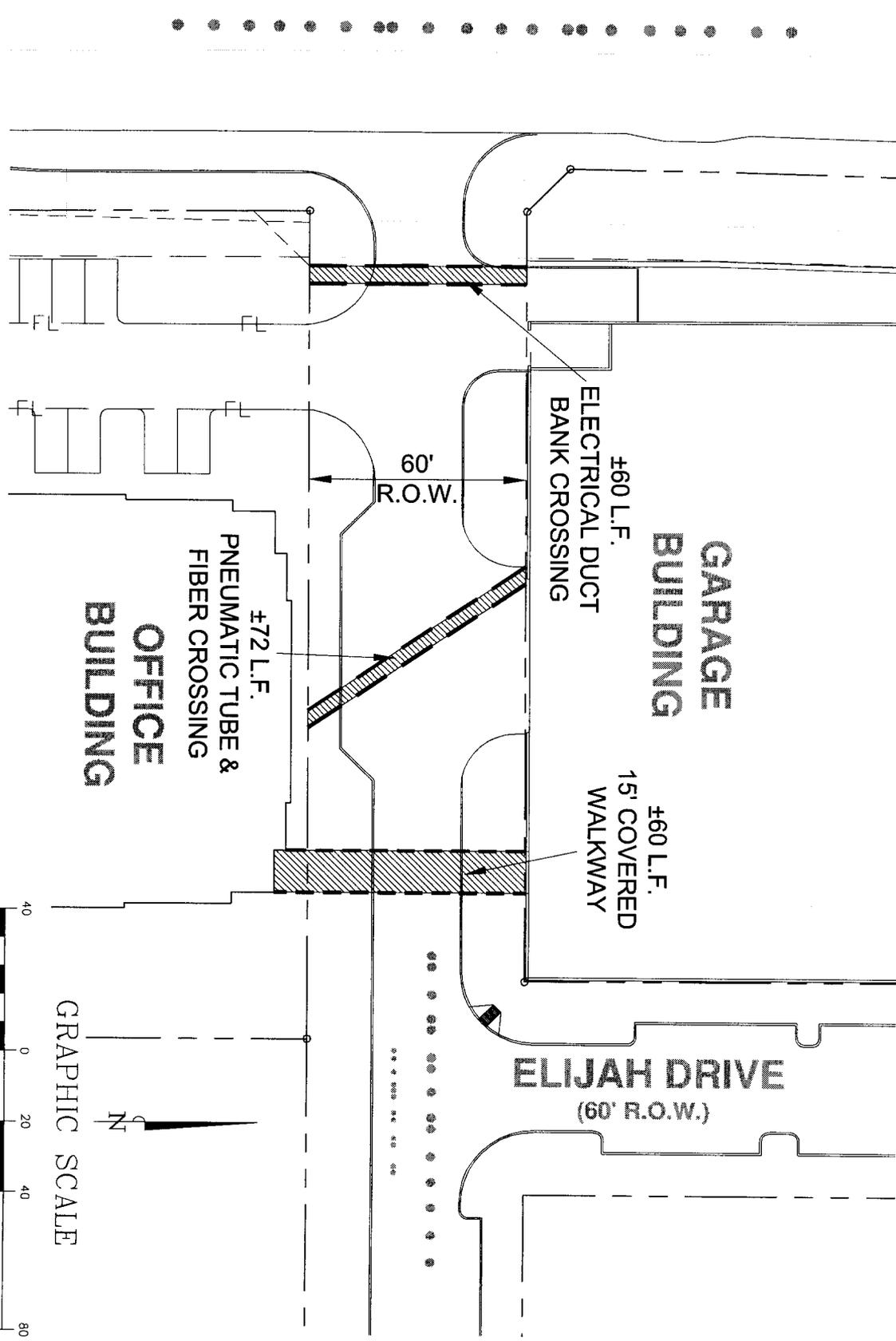
This instrument was acknowledged before me on the ____ day of _____, 2006, by **MARK ALLYN**, Executive Vice President of **TCDFW ACQUISITIONS, LP**, a Texas limited partnership, on behalf of said company.

Notary Public in and for the State of Texas
The State of _____

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EXHIBIT "A"
STRUCTURES EXHIBIT



V-15



**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: | 07/24/06 | Reviewed by Legal | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: | Engineering | | Initials | Date |
| Department Head | Alan H. Church | Executive Director | <i>[Signature]</i> | 7/18/06 |
| Dept Signature: | <i>[Signature]</i> | City Manager | <i>[Signature]</i> | 7/18/06 |
| Agenda Coordinator (include phone #): | | I. Pegues 7198 <i>[Signature]</i> | | |

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

CAPTION

An Ordinance of the City of Plano, Texas, amending Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-74(b), Maximum limits on specific streets, of the City of Plano Code of Ordinances to establish the prima facie speed limit for motor vehicles operating along the portion of Kathryn Lane between State Highway 121 and Custer Road 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.

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

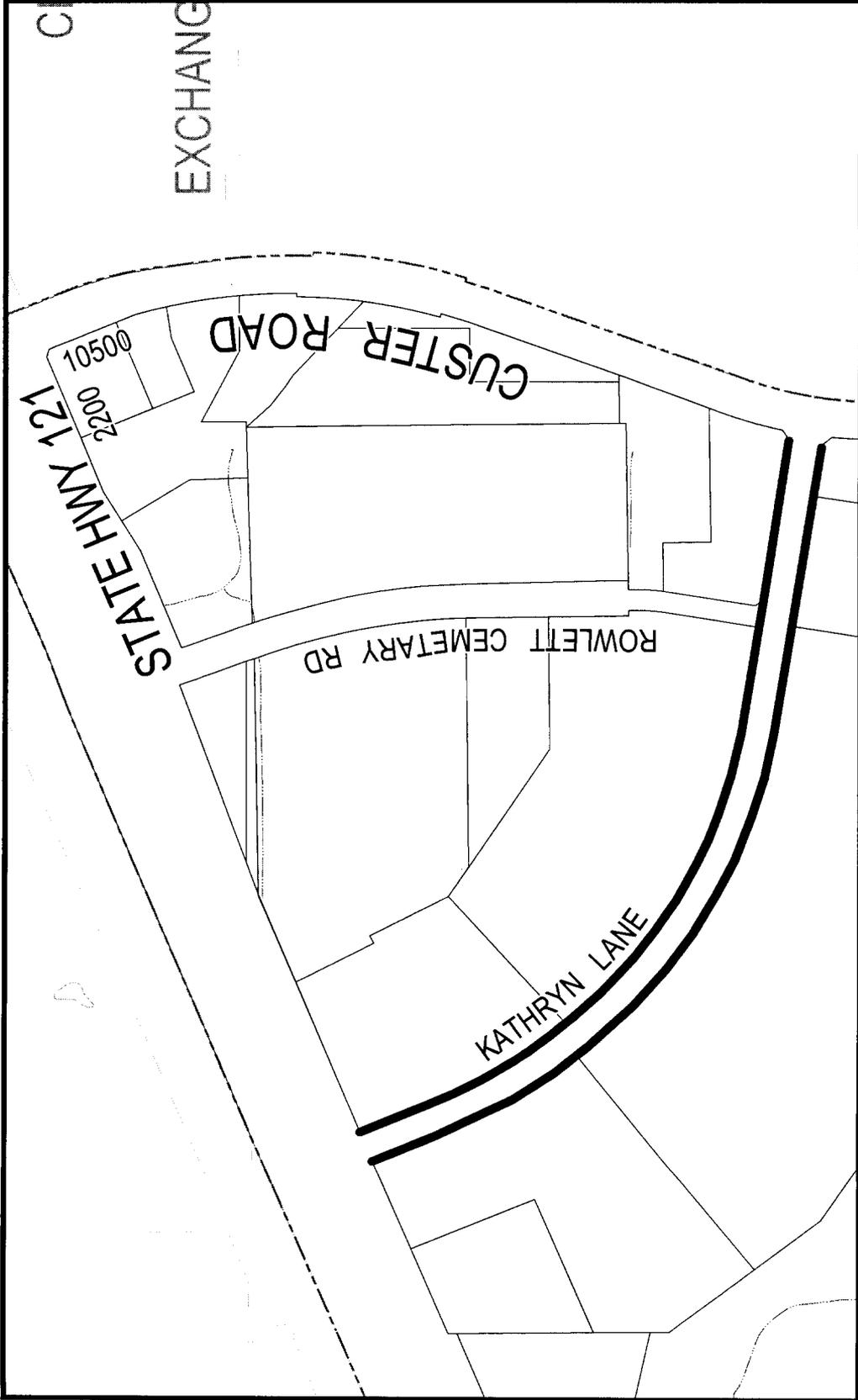
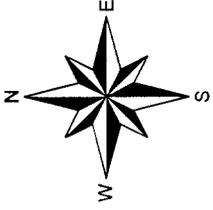
After conducting a speed study as part of an engineering and traffic investigation on Kathryn Lane, a thirty-five miles per hour speed limit has been determined to be reasonable and safe for Kathryn Lane. The Transportation Engineering Division recommends approval of an ordinance establishing a thirty-five (35) miles per hour speed limit, as set on many Type D Secondary Thoroughfares, along Kathryn Lane between State Highway 121 and Custer Road.

| | |
|--------------------------------------|--|
| List of Supporting Documents: Map | Other Departments, Boards, Commissions or Agencies |
| | |

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W-2

KATHRYN LANE



Proposed
35 miles
per hour
Speed
Limit

JULY
2006



Plano
Transportation Engineering Division

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, ARTICLE IV, SPEED, SECTION 12-74(B), MAXIMUM LIMITS ON SPECIFIC STREETS, OF THE CITY OF PLANO CODE OF ORDINANCES TO ESTABLISH THE PRIMA FACIE SPEED LIMIT FOR MOTOR VEHICLES OPERATING ALONG THE PORTION OF KATHRYN LANE BETWEEN STATE HIGHWAY 121 AND CUSTER ROAD 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.

WHEREAS, Section 545.356 of the Texas Transportation Code, as amended, grants a municipality the authority to alter by ordinance *prima facie* speed limits from the results of an engineering and traffic investigation on streets or highways located in the municipality's corporate limits;

WHEREAS, the portion of Kathryn Lane between State Highway 121 and Custer Road is constructed as a four (4) lane divided roadway designated as a Type D roadway on the City of Plano Thoroughfare Plan; and

WHEREAS, an engineering and traffic investigation was performed on Kathryn Lane between State Highway 121 and Custer Road and, based upon that investigation, 35 miles per hour has been determined to be a reasonable and safe speed.

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

Section I. The following *prima facie* maximum speed limits hereafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe, and such maximum speed limits are hereby fixed at the rate of speed indicated for motor vehicles traveling upon the named streets or highways or parts thereof. No motor vehicle shall be operated along or upon said portions of said named streets or highways within the corporate limits of the City of Plano in excess of the speeds now set forth.

Section II. Section 12-74(b) of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances is hereby amended by the addition of the following to the Kathryn Lane subsection to read verbatim as follows:

“(1) Thirty-five (35) miles per hour along and upon Kathryn Lane between State Highway 121 and Custer Road.”

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Section III. The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zones.

Section IV. All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, except that an ordinance of the city establishing a school zone and speed limit therefore within the zones changed herein, shall not be repealed but shall prevail over this Ordinance. 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 full effect.

Section V. It is the intention of the City Council that this ordinance, and every provision hereof, shall be considered severable, and the invalidity of any section, clause or provision or part or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VI. The repeal of any Ordinance or part of any Ordinance affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance, or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

Section VII. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VIII. This Ordinance becomes effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this ____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|--------------------------|-----------------------------|---|--|
| 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: | 7/24/06 | Reviewed by Legal <i>aw</i> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: | Police | | <i>[Signature]</i> | Date |
| Department Head | Gregory W. Rushin | Executive Director | | 7.18.06 |
| Dept Signature: | <i>Gregory W. Rushin</i> | City Manager | <i>[Signature]</i> | 7/18/06 |
| 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 CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO ADD ARTICLE IX RESIDENCY RESTRICTIONS FOR CHILD PREDATOR OFFENDERS MAKING IT UNLAWFUL FOR CERTAIN CHILD PREDATOR OFFENDERS TO RESIDE WITHIN 1,000 FEET OF PREMISES WHERE CHILDREN COMMONLY GATHER; PROVIDING THAT A CULPABLE MENTAL STATE IS NOT REQUIRED; PROVIDING FOR AFFIRMATIVE DEFENSES; PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A PUBLICATION CLAUSE, AND AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

For your consideration is an ordinance that creates a 1000' buffer zone from parks, schools and day care centers from a residence of a person convicted of a crime(s) that involved either physical contact or preparatory steps to physical contact with a minor and the person is required to register on the State database maintained by the Texas Department of Public Safety.

The purpose of this ordinance is to protect children where they normally congregate in high numbers and travel to and from, specifically schools, parks and day care centers from persons who have been convicted of a crime whose conviction demonstrates a propensity to commit crimes against children through direct and indirect contact. This ordinance is supported, in part, by our own information which shows that current registered offenders most frequently reside in areas close to the above described locations. Further the study which is included in your packet drew a similar correlation that many sex offenders live near areas where there are high concentrations of children.

Other cities have adopted similar ordinances. Carrollton's and Coppell's ordinances include **any** offender who is

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CITY OF PLANO COUNCIL AGENDA ITEM

registered on the Texas database. Arlington's ordinance regulates only the habitual offenders who must register. The recommended ordinance differs from those in that it regulates those offenders who have demonstrated that they presented an actual physical danger to children even if it is their first offense, so there is a justifiable nexus between the perceived harm and the imposed restriction as recommended by Legal.

If the Council chose to be more inclusive on the scope of offenders, such as the Carrollton ordinance, attached is language that would replace portions of the proposed ordinance. However, please be aware that this includes offenders who have not made any contact or attempted to with children.

| List of Supporting Documents: | Other Departments, Boards, Commissions or Agencies |
|---|--|
| The Geographic Link Between Sex Offenders and Potential Victims published by the Justice Research and Policy, Vol. 3. No. 2 Fall 2001; Memo from Chief Rushin and attachment. | |

1-2

INSTRUCTIONS FOR MORE INCLUSIVE ORDINANCE

Delete 4th Whereas clause. (WHEREAS, the City Council finds that persons convicted of offenses that involve either physical contact with minors or preparatory steps towards physical contact with minors are a greater risk to the safety of children who gather near areas where such offenders reside; and)

Substitute (b) Offenses with the following language:

“(b) *Offenses*

1. It is unlawful for a person to establish a permanent or temporary residence within 1,000 feet of the premises where children commonly gather if the person is required to register on the Texas Department of Public Safety’s Sex Offender database (the “Database”) because of a conviction involving a minor.

For purposes of this Ordinance, premises where children commonly gather are deemed to be public parks (excluding planted street medians); private or public schools (excluding in-home schools); or, day care centers.”

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF PLANO TO ADD ARTICLE IX RESIDENCY RESTRICTIONS FOR CHILD PREDATOR OFFENDERS, MAKING IT UNLAWFUL FOR CERTAIN CHILD PREDATOR OFFENDERS TO RESIDE WITHIN 1,000 FEET OF PREMISES WHERE CHILDREN COMMONLY GATHER; PROVIDING THAT A CULPABLE MENTAL STATE IS NOT REQUIRED; PROVIDING FOR AFFIRMATIVE DEFENSES; PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A PUBLICATION CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano determines and declares that child predator offenders are a serious threat to public safety; and

WHEREAS the City Council finds that a high concentration of children gather at schools, public parks and day care centers; and

WHEREAS, the City Council finds that there is supportable data that child predators, including sex offenders, live near areas where there is a high concentration of children, such as schools, parks and day care centers as evidenced by the attached map (Exhibit "A") showing the location of persons who committed child predator type offenses against minors and who are living near and by those locations in Plano. In addition, the article "The Geographic Link Between Sex Offenders and Potential Victims" published by the Justice Research and Policy, Vol. 3, No. 2, Fall 2001 found a similar correlation that many sex offenders live near areas where there are high concentrations of children; and

WHEREAS, the City Council finds that persons convicted of offenses that involve either physical contact with minors or preparatory steps towards physical contact with minors are a greater risk to the safety of children who gather near areas where such offenders reside; and

WHEREAS, the City Council determines that establishing regulations that restrict certain offenders from residing in areas that are at and near where there is a high concentration of children will provide better protection for children in the City by minimizing immediate access and proximity to children who are at and going to and from schools, parks, and day care centers, and that this residency restriction will foster the public safety of our citizens; and

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

Section I. The City Council hereby adopts the findings set forth above as true and correct.

Section II. Chapter 14 of the Code of Ordinances of the City of Plano shall be amended by the addition of Article IX Residency Restrictions for Child Predator Offenders, as follows:

“Article IX. Residency Restrictions for Child Predator Offenders
The purpose of this article is to provide regulations restricting offenders who are required to register with Texas Department of Safety’s Sex Offender Database from residing in certain areas of the city where there are high concentrations of children.

“Sec. 14-123 Regulation of Sex Offender Residency.

(a) *Definitions.* For the purposes of this Section, the following terms, words, and the derivations thereof shall have the meanings given herein.

1. *Day Care Center.* A facility providing care, training, education, custody, treatment, or supervision for thirteen (13) or more children for less than twenty-four (24) hours a day.
2. *Minor.* A person younger than seventeen (17) years of age.
3. *Premises.* Includes all improved and unimproved areas on the lot where the public or private school, park, or day care center is located.
4. *Residence, Permanent.* A place where a person abides, lodges, or resides for fourteen (14) or more consecutive days.
5. *Residence, Temporary.* A place where a person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person’s permanent address, or a place where a person routinely abides, resides, or lodges for a period of 4 or more consecutive or nonconsecutive days in any month and which is not the person’s permanent residence.

(b) *Offenses*

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It is unlawful for a person to establish a permanent or temporary residence within One Thousand (1,000) feet of any premises where children commonly gather if the person is required to register on the Texas Department of Public Safety's Sex Offender Database (the "Database") because of a conviction(s) involving a minor under one or more of the following:

1. The following sections of the Texas Penal Code, as amended:
 - A. 20.02 Unlawful Restraint;
 - B. 20.03 Kidnapping;
 - C. 20.04 Aggravated Kidnapping;
 - D. 21.11 Indecency with a Child;
 - E. 22.011 Sexual Assault;
 - F. 22.021 Aggravated Sexual Assault;
 - G. 25.02 Prohibited Sexual Conduct;
 - H. 30.02(d) Burglary of a Habitation;
 - I. 33.021 Online Solicitation of a Minor;
 - J. 43.05 Compelling Prostitution;
 - K. 43.25 Sexual Performance by Child; or
2. Laws of another state, federal law, laws of a foreign country or Uniform Code of Military Justice and the offense(s) for which the person is convicted contains elements that are substantially similar to any of the offenses listed in (b) 1 above.

For purposes of this Ordinance, premises where children commonly gather are deemed to be public parks (excluding planted street medians); private or public schools (excluding in-home schools); or, day care centers.

(c) *Evidentiary matters: measurements.*

1. It shall be prima facie evidence that this Section applies to a person if that person's record appears on the Database and the Database indicates that the victim was less than seventeen (17) years of age.
2. For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, as described hereinabove, or, in the case of multiple residences on one

1-6

property, measuring from the nearest property line of the premises to the nearest property line of the premises where children commonly gather, as described herein.

- (d) *Culpable mental state not required.* Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this Chapter.
- (e) *Affirmative defenses.* It is an affirmative defense to prosecution that any of the following conditions apply:
1. The person required to register on the Database established the permanent or temporary residence and has complied with all of the sex offender registration laws of the State of Texas, prior to the date of the adoption of this ordinance.
 2. The person required to register on the Database was a minor when he or she committed the offense requiring such registration and was not convicted as an adult.
 3. The person required to register on the Database is a minor.
 4. The premises where children commonly gather, as specified herein, within 1,000 feet of the permanent or temporary residence of the person required to register on the Database was opened after the person established the permanent or temporary residence and complied with all sex offender registration laws of the State of Texas.
 5. The information on the Database is incorrect, and, if corrected, this Section would not apply to the person who was erroneously listed on the Database.
 6. The person was at the time of the violation subject to community services supervision pursuant to section 42.12(13B) of the Texas Code of Criminal Procedure, and the court reduced or waived the 1,000 foot restriction for a child free zone under section 42.12 (13B) (a) (1) (B) as it applies to the person's residence."

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. 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

1-7

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. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provision of any Ordinances at the time of passage of this Ordinance.

Section VI. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or unconstitutionality of any other portion of this Ordinance.

Section VII. This Ordinance shall become effective immediately upon its passage and publication hereof.

DULY PASSED AND APPROVED this the ____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

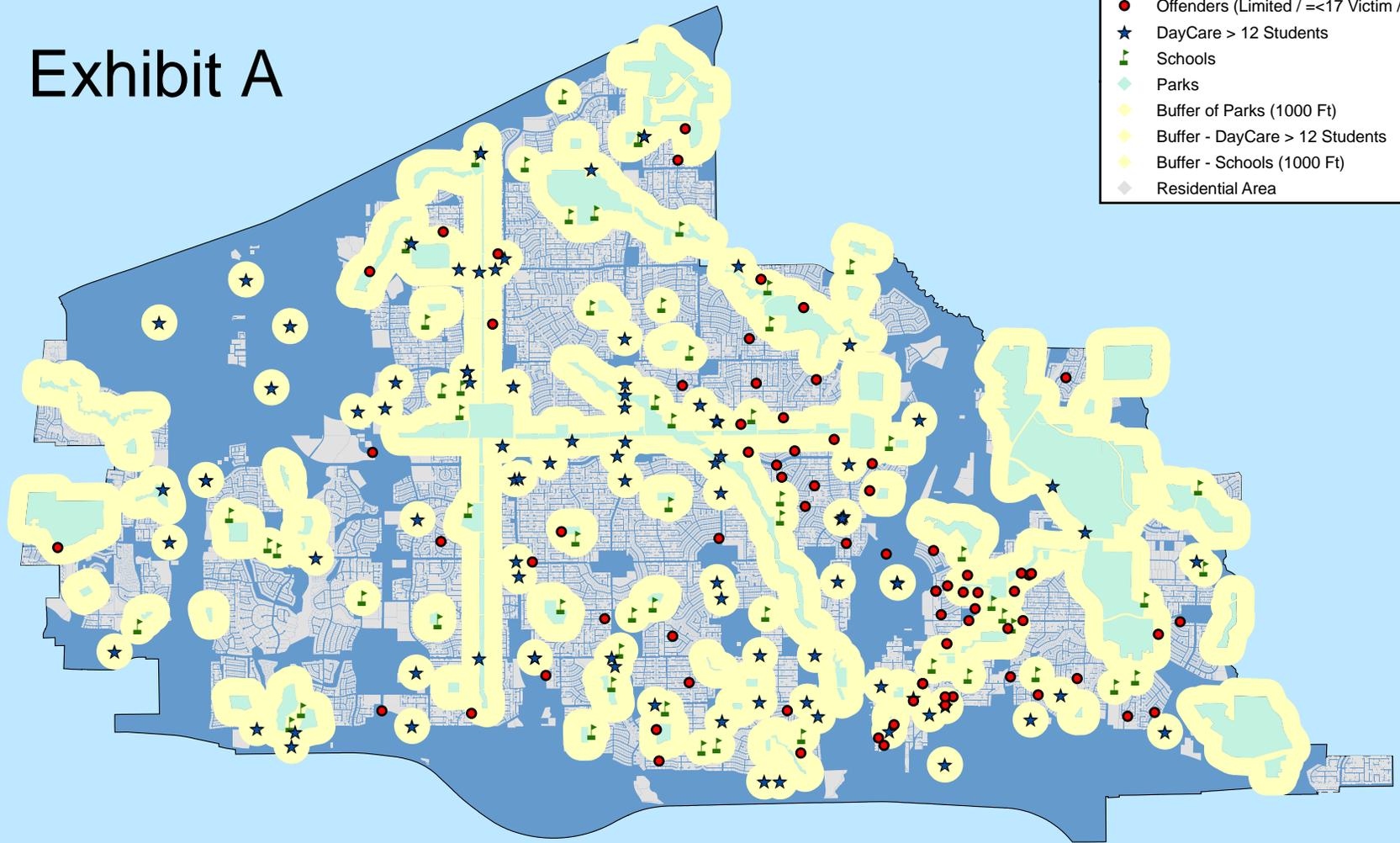
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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Registered Sex Offenders with Victims Under 17
Excluding Juveniles
Plano, Texas - July 13, 2006

Exhibit A



41% of Residential Area is Available



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099
<http://www.ci.plano.tx.us>

MEMORANDUM

DATE: *July 17, 2006*

TO: *Bruce D. Glasscock, Executive Director*

FROM: *Gregory W. Rushin, Chief of Police*

SUBJECT: *Sex Offender Residency Ordinance*

I was asked to research and prepare a report for Council on ordinances regulating residency of certain registered sex offenders. I prepared a memorandum dated June 20, 2006; and presented this to Council at the June 26, 2006 meeting.

In the attachments to this memorandum was a sheet entitled "Offense Codes Requiring Registration", which lists all offenses requiring sex offender registration. This sheet breaks down offenses into two categories; those that require lifetime registration, and those that require registration for 10 years ("Post Ten Registration").

Direction was given to bring back an ordinance for consideration including all offenses that require lifetime registration, and some (if not most) that require 10 year registration. There were also questions regarding the definitions of the different offenses, so I have attached a sheet with a short description of each of these violations.

Based on Council direction, we have prepared the attached ordinance. This ordinance prohibits adult registered sex offenders, who have been convicted of an offense involving a minor (under 17 years of age) that involves physical contact or preparatory steps toward physical contact, from living within 1,000 feet of a school, day care, or park. We believe there is a greater risk to the safety of minors from offenders in these categories.

This would include all offenses that require lifetime registration as a sex offender and all those that require 10 year registration as a sex offender, except Child Pornography and Indecent Exposure (applies to adult victims).

Affirmative defenses to this ordinance would be:

- if the offender established residence prior to the ordinance (grandfather clause);

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- the offender is a minor or was convicted as a minor;
- the premises where children gather was opened after the offender established residency;
- the person is on the database by mistake;
- the court has reduced or waived the distance.

The fine for a violation of this ordinance would be \$500, with every additional day in violation constituting another violation.

We believe this ordinance will address the concerns raised by citizens and Council, yet is not overly broad.

Carrollton and Coppell passed ordinances that cover all registered sex offenders. If Council wishes to be more inclusive on the scope of the offenders, like these cities, they can substitute the attached language below as indicated. However, this includes offenders who have not made any contact or attempted to make contact with minors.

INSTRUCTIONS FOR MORE INCLUSIVE ORDINANCE

Delete 4th Whereas clause. (WHEREAS, the City Council finds that persons convicted of offenses that involve either physical contact with minors or preparatory steps towards physical contact with minors are a greater risk to the safety of children who gather near areas where such offenders reside; and)

Substitute (b) Offenses with the following language:

"(b) Offenses

1. It is unlawful for a person to establish a permanent or temporary residence within 1,000 feet of the premises where children commonly gather if the person is required to register on the Texas Department of Public Safety's Sex Offender database (the "Database") because of a conviction involving a minor.

For purposes of this Ordinance, premises where children commonly gather are deemed to be public parks (excluding planted street medians); private or public schools (excluding in-home schools); or, day care centers."

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OFFENSES REQUIRING SEX OFFENDER REGISTRATION
DEFINITIONS OF TEXAS PENAL CODES

LIFETIME REGISTRATIONS:

AGGRAVATED KIDNAPPING BODILY INJURY/SEXUAL ABUSE PC 20.04(4)(c)

§ 20.04. AGGRAVATED KIDNAPPING - abductions with intent to inflict bodily injury or sexually abuse. Felony 1.

AGGRAVATED KIDNAPPING BODILY INJURY/SEXUAL ABUSE SAFE RELEASE PC 20.04(4)(d)

§ 20.04. AGGRAVATED KIDNAPPING – Same as above offense. At the punishment stage of a trial, the defendant may raise the issue that he voluntarily released the victim in a safe place. Felony 2.

AGGRAVATED SEXUAL ASSAULT PC 22.021

§ 22.021. AGGRAVATED SEXUAL ASSAULT - penetration of the anus, sexual organ or mouth by any means (penis, tongue, finger, object etc.)without the victim's consent or having the victim perform these acts on perpetrator. In the process of this crime the actor causes serious bodily injury, fear of death, exhibits a deadly weapon, kidnaps, administered "date-rape" drug. (This offense would apply to victims of all ages.) Felony 1.

AGGRAVATED SEXUAL ASSAULT OF A CHILD PC 22.021(a)2(b) (22 registered in Plano)

Any sexual assault, as described above, is an aggravated offense if the victim is under 14 years of age. (The violence and threats of violence above are not necessary for this offense.) Felony 1.

AGGRAVATED SEXUAL ASSAULT OF ELDERLY/DISABLED PERSON PC 22.021(a)(2)(c)

This offense does not apply to children.

BURGLARY OF HABITATION WITH INTENT SEXUAL OFFENSE PC 30.02(d)

§ 30.02. BURGLARY – Perpetrator enters a habitation, or a building (or any portion of a building) not then open to the public, with intent to commit a felony, theft, or an **assault**; Felony 1 if intent is for anything other than theft.

INDECENCY WITH A CHILD BY SEXUAL CONTACT PC 21.11(a)(1) (22 registered in Plano)

§ 21.11. INDECENCY WITH A CHILD – Perpetrator engages in sexual contact with the child or causes the child to engage in sexual contact with other. Felony 2.

SEXUAL ASSAULT PC 22.011(a)(1)

§ 22.011. SEXUAL ASSAULT - penetration of the anus, sexual organ or mouth by any means (penis, tongue, finger, object etc.) without the victim's consent or having the victim perform these acts on perpetrator. This offense is without consent and lacks the violence elements of Aggravated Sexual Assault. This offense would apply to victims 14 and older. Felony 2.

SEXUAL ASSAULT PROHIBITED/PURPORT SPOUSE PC 22.011(f)

Sexual assault against a person whom the actor was prohibited from marrying or purporting to marry or with whom the actor was prohibited from living under the appearance of being married under Section 25.01 (Bigamy). Felony 1.

SEXUAL ASSAULT OF A CHILD PC 22.011(a)(2) (22 registered in Plano; includes 3 are attempt or solicit which are 10 yr post registrants)

§ 22.011. SEXUAL ASSAULT – Sexual assault, as defined above, of a person under 17. If victim is under 14 offense is Aggravated Sexual Assault. Felony 2.

SEXUAL PERFORMANCE OF CHILD – EMPLOY TO INDUCE AUTHORIZE PC 43.25(b) (2 registered in Plano)

§ 43.25. SEXUAL PERFORMANCE BY A CHILD - employs, authorizes, or induces a child younger than 18 years of age to engage in sexual conduct or a sexual performance. A parent or legal guardian or custodian of a child younger than 18 years of age commits an offense if he consents to the participation by the child in a sexual performance. Felony 2.

SEXUAL PERFORMANCE OF CHILD – PRODUCE DIRECT PROMOTE PC 43.25(d) (1 registered in Plano)

§ 43.25. SEXUAL PERFORMANCE BY A CHILD - produces, directs, or promotes a performance that includes sexual conduct by a child younger than 18 years of age. Felony 3.

COMPELLING PROSTITUTION VICTIM UNDER 17 PC 43.05(a)(2)

§ 43.05. COMPELLING PROSTITUTION - causes by any means a person younger than 17 years to commit prostitution. Felony 2.

POSSESSION OF CHILD PORNOGRAPHY PC 43.26(a)

§ 43.26. POSSESSION OR PROMOTION OF CHILD PORNOGRAPHY - possesses visual material that visually depicts a child younger than 18 years of age at the time the image of the child was made who is engaging in sexual conduct; and the person knows that the material depicts the child in this manner. Felony 3.

POSSESSION WITH INTENT TO PROMOTE CHILD PORNOGRAPHY PC 43.26(e)

§ 43.26. POSSESSION OR PROMOTION OF CHILD PORNOGRAPHY - promotes or

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possesses with intent to promote material described above. Felony 2.

PROHIBITED SEXUAL CONDUCT PC 25.02

§ 25.02. PROHIBITED SEXUAL CONDUCT - Engages in sexual intercourse or deviate sexual intercourse with another person the actor knows to be a relative by blood, marriage or adoption. "Deviate sexual intercourse" means any contact between the genitals of one person and the mouth or anus of another person for sexual gratification. "Sexual intercourse" means any penetration of the female sex organ by the male sex organ. Felony 3.

PROHIBITED SEXUAL CONDUCT OF A COUSIN PC 25.02(c)

§ 25.02. PROHIBITED SEXUAL CONDUCT – continuation of above. Felony 2.

POST TEN REGISTRATION: (Ten years post discharge from supervision)

AGGRAVATED KIDNAPPING FACILITATE PC 20.04(3)(c)

§ 20.04. AGGRAVATED KIDNAPPING - facilitate the commission of a felony or the flight after the attempt or commission of a felony. Same as Aggravated Kidnapping BI/Sexual Abuse (above in Lifetime Registration Section), only the sexual abuse did not take place. Felony 1.

AGGRAVATED KIDNAPPING FACILITATE SAFE RELEASE PC 20.04(3)(d)

§ 20.04. AGGRAVATED KIDNAPPING – Compare to Aggravated Kidnapping BI/Sexual Abuse Safe Release (above in Lifetime Registration Section), except that sexual abuse did not take place. Felony 2.

AGGRAVATED KIDNAPPING FOR RANSOM/REWARD PC 20.04(1)(c)

§ 20.04. AGGRAVATED KIDNAPPING – victim is held for ransom or reward. No sexual abuse. Felony 1.

AGGRAVATED KIDNAPPING FOR RANSOM/REWARD SAFE RELEASE PC 20.04(1)(d)

§ 20.04. AGGRAVATED KIDNAPPING – Same as above with safe release. Felony 2.

AGGRAVATED KIDNAPPING INTERFERE PERFORMANCE PC 20.04(6)(c)

§ 20.04. AGGRAVATED KIDNAPPING – Intent to interfere with the performance of any governmental or political function. No sexual abuse. Felony 1.

AGGRAVATED KIDNAPPING INTERFERE PERFORMANCE SAFE RELEASE PC 20.04 (6)(d)

§ 20.04. AGGRAVATED KIDNAPPING – Same as above with safe release. Felony 2.

AGGRAVATED KIDNAPPING TERRORIZE PC 20.04(5)(c)

§ 20.04. AGGRAVATED KIDNAPPING – Kidnapping with intent to terrorize victim or a third party. No sexual abuse. Felony 1.

AGGRAVATED KIDNAPPING TERRORIZE SAFE RELEASE PC 20.04(5)(D)

§ 20.04. AGGRAVATED KIDNAPPING – Same as above with safe release. Felony 2.

AGGRAVATED KIDNAPPING USE AS SHIELD/HOSTAGE PC 20.04(2)(c)

§ 20.04. AGGRAVATED KIDNAPPING – Kidnapper uses victim as shield/hostage. No sexual abuse. Felony 1.

AGGRAVATED KIDNAPPING USE AS SHIELD/HOSTAGE SAFE RELEASE PC 20.04(2)(d)

§ 20.04. AGGRAVATED KIDNAPPING – Same as above with safe release. Felony 2.

INDECENCY WITH CHILD EXPOSES PC 21.11(a)(2) (7 registered in Plano)

§ 21.11. INDECENCY WITH A CHILD – exposure of anus or genitals knowing a child is present or causing child to expose their anus or genitals with intent to sexually gratify any person. Felony 3.

KIDNAPPING PC 20.03

§ 20.03 KIDNAPPING – abduction. Felony 3.

UNLAWFUL RESTRAINT SERIOUS BODILY INJURY PC 20.02(c)(2)

§ 20.02 UNLAWFUL RESTRAINT – restrains another person and exposes them to substantial risk of serious bodily injury. Felony 3.

UNLAWFUL RESTRAINT PC 20.02

§ 20.02 UNLAWFUL RESTRAINT – restrains another. State Jail Felony.

COMPELLING PROSTITUTION BY FORCE/THREAT OR FRAUD PC 43.05(a)(1)

§ 43.05 COMPELLING PROSTITUTION – causes a person younger than 17 to commit prostitution. Felony 2.

INDECENT EXPOSURE – 2ND CONVICTION PC 21.08

§ 21.08 INDECENT EXPOSURE – exposes anus or genitals to sexually arouse any person. This is an offense against adults. If the victim is a child, the offense is

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Indecency w/Child Exposes, PC 21.11. Misdemeanor B. 2 convictions require registration.

ONLINE SOLICITATION OF A MINOR TO AROUSE/GRATIFY PC 33.021(b)

§ 21.08 ONLINE SOLICITATION OF A MINOR – communication in a sexually explicit manner with a minor over the internet or distributing sexually explicit material over the internet. State Jail Felony.

ONLINE SOLICITATION OF A MINOR TO MEET WITH INTENT TO ENGAGE IN SEXUAL CONTACT PC 33.021 (c)

§ 21.08 ONLINE SOLICITATION OF A MINOR – solicits a minor to meet an actor or another person with the intent that the minor will engage in sexual contact, sexual intercourse or deviate sexual intercourse with the actor or another person. Felony 3.

ONLINE SOLICITATION OF A MINOR UNDER 14 YEARS OF AGE PC 33.021(b)(c)

§ 21.08 ONLINE SOLICITATION OF A MINOR – Same as above two offenses and victim is under 14. Felony 2.

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■ THE GEOGRAPHIC LINK BETWEEN SEX OFFENDERS AND POTENTIAL VICTIMS: A ROUTINE ACTIVITIES APPROACH

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University of Arkansas at Little Rock and
Arkansas Statistical Analysis Center

James W. Golden
Amy C. VanHouten
University of Arkansas at Little Rock

■ Abstract

Despite the publicity surrounding several high-profile sex offender incidents in the 1990s, relatively little research has been done on sex offenders themselves. This article reports on a study of sex offenders in one Arkansas county who had children as victims. Specifically, we examined the relationship between where the offenders live and where children congregate to see whether offenders choose to reside in areas with high concentrations of children. We use routine activities theory as a foundation for explaining our results, and conclude with a discussion of the policy implications of the findings.

This research was made possible by a grant from the Bureau of Justice Statistics through the State Justice Statistics Program, grant number 98-MU-MU-K013. Points of view in this document are those of the authors, and do not necessarily represent the official position or policies of the U.S. Department of Justice, Arkansas Crime Information Center, or the University of Arkansas at Little Rock.

Although rapists have drawn the attention of the criminal justice system for many years, the activities of other types of sex offenders were brought to the forefront of public attention in the 1990s, spurred by several high-profile kidnappings, molestations, and murders of children. Legislation such as Megan's Law and the Jacob Wetterling Act propelled sex offenders into the public spotlight by requiring that they register with the state and that the public be notified of their existence and often their whereabouts.

Relatively little research, however, has focused on sex offenders themselves, and most research that has been conducted has used very small samples or has remained relatively obscured in the tables and graphs of state crime publications. This study attempts to overcome some of those limitations. We examined the population of sex offenders who had children as victims in one metropolitan county in Arkansas to see where offenders live in relation to parks, schools, and day cares. Our argument is that child sex offenders are largely incorrigible and they may attempt to live in areas with a high concentration of children. We use routine activities theory to explain our results, and conclude that this theory is capable of explaining this type of crime and may be beneficial to policymakers in controlling sex offenses against children.

☒ Sex Offenders and Victims

In June 2000, Christopher Reardon was arrested for sexually abusing young boys. Interest in the case increased when it was learned that Reardon used his job as a youth minister and YMCA swim coach to befriend the boys before he molested them. Reardon ultimately pled guilty to 120 counts of sexual abuse of a child. This case is only one example of the many sexual abuse cases in which adults use their physical or geographic relationship to gain access to young children.

The National Clearinghouse on Child Abuse and Neglect (1996, p. 8) reports that the number of cases of sexually abused children increased from about 119,200 in 1986 to 217,000 in 1993, an 83% increase. Hillman and Solek-Tefft (1988, p.1) estimate that at least 25% of all Americans were sexually abused as children. Even though many children are sexually abused each year, little research has focused on offenders who target children (Crewdson, 1988, p. 115).

Sexual abuse has been defined in a variety of ways. McGrath (1991, p. 341), for example, describes it as an act that takes advantage of a "weaker, more vulnerable person." He suggests that offenders often choose victims who are unable to fight back, such as children and those who suffer from a mental illness or mental retardation. Colton and Vanstone (1996, p. 2) define child sexual abuse as the "carrying out of sexual acts by adults with children below the age of

consent." While definitions of child sexual abuse may vary, the actions they describe are ultimately the same: An adult takes advantage of a child for the purpose of sexual gratification.

■ Targeting Children

One of the most important characteristics of child sex offenders is that they generally have a method of gaining access to children. Goldstein (1987, p. 91) argues that there are three ways in which sexual offenders gain access to children: marriage, neighborhood, and occupation. These methods are not mutually exclusive. Offenders may molest their own child, molest the children on the ball team that they coach, and work in a business that targets children.

Goldstein (1987, p. 83) proposes that it is not uncommon for an individual to marry for the sole purpose of gaining access to children. Perpetrators who use marriage as an access technique often seek out women who already have children who meet their age and gender preferences. The marriage often lasts only as long as the children are in the victim target range. Offenders also might marry and take in foster children or adopt children. They will rarely produce their own children for this purpose, however, since there is no guarantee that they will be the preferred gender (Goldstein, p. 83). Hillman and Solek-Tefft (1988, p. 27) argue that offenders might also have a relationship with the family of a child victim.

A second way sex offenders might gain access to a child is by searching for neighborhoods with children. Goldstein (1987, p. 98) insists that many pedophilic activities are premeditated. Goldstein conducted part of his research by examining publications used by pedophiles. In these publications, he found several articles and other material suggesting that offenders target places such as arcades, schools, and playgrounds. Offenders have also been known to use particular activities to entice children. For example, a perpetrator might approach children at bus stops, schools, and playgrounds and perform magic tricks. After gaining their trust, the offender may trick them into performing sex acts (Goldstein, p. 106). When a pedophile chooses to target a victim, age preference is the key factor. Abusers who prefer adolescents are more likely to become scout leaders and coaches, while those attracted to younger children may seek employment in day care centers (Crewdson, 1988, p. 117).

Lanning (1992, p. 18) describes sex offenders as frequently associating with young people. The sex offender may hang around schoolyards, arcades, shopping centers, or anywhere else that children are present. He suggests that child sex offenders have well-developed techniques for obtaining victims (Lanning,

p.19). He or she may also have hobbies and interests that specifically appeal to children, such as collecting specific toys or dolls.

A third way in which sex offenders might target victims is by choosing occupations allowing access to children. Goldstein (1987, p. 108) argues that offenders often become involved with programs catering to the children in their target group, or they may become employed at a business that caters to children. Goldstein further notes that if offenders are unable to get into a business that caters to children, they might start one of their own.

Colton and Vanstone (1996) profiled seven men who were convicted of sexually abusing children. In this study, all of the subjects' occupations gave them access to children. These occupations included working as a schoolteacher, youth worker, church employee, and as a volunteer for various activities with youth organizations.

Kelley, Brant, and Waterman (1993) argue that sexual abuse can occur in any setting where children can be found and that sexual abuse perpetrators purposely work to know the locations of concentrations of children. One place that caters to children is day care centers. Several studies have been conducted to determine the incidence of sexual abuse in the day care setting

Approximately 1 child in 10 is cared for outside the home (Crewdson, 1988, p. 117). There is a consensus that children in day care are at a higher risk for sexual abuse (Kelley et al., 1993, p. 71). Sexual abuse data indicate that an average of 5.5 children per 10,000 enrolled in day care are sexually abused (Murray, 2000, p. 213). Kelley et al. (p. 71) report that many of the cases involving multiple or serial sexual abuse involve day care centers. In one of the most notorious cases, Virginia McMartin, her daughter, her grandson, and many of the preschool's employees were charged with sexually abusing the children in their care (Crewdson, p. 134). This case was even more tragic given the evidence that the daycare employees and other people in the community were involved in an elaborate child sexual abuse ring, and that the day care had been set up for the sole purpose of using children for sex (Crewdson, p. 135).

Finkelhor, Williams, and Burns (1988) examined 500 day care facilities in an attempt to determine if day cares were high-risk environments for sexual abuse. They found 2,500 cases of child sexual abuse in the 500 facilities. Of the perpetrators, 16% were the day care's owner or director. In one case a man with a previous conviction for child molestation convinced his wife to start a baby-sitting service, illustrating the importance of the relationship between convicted child sex offenders and day care centers (Finkelhor et al.). Investigators in the case concluded that since all children at the day care were abused, the perpetrator's sole purpose in establishing the day care was to obtain access to children to sexually abuse.

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☒ Routine Activities and Crime

In 1979, Cohen and Felson presented a theory that took a different view of criminal behavior. Instead of only examining the activities of offenders or victims, Cohen and Felson proposed that criminal behavior is a union of criminal, victim, time, and place. This became known as routine activities theory.

The focus of routine activities theory is the natural activity patterns of people. Cohen and Felson (1979, p. 593) define routine activities as “any recurrent and prevalent activities which provide for basic population and individual needs.” They argue that criminal activities follow patterns similar to those of “everyday sustenance activities,” meaning that criminals go about their lives in the same kinds of movement and behavior patterns as those who go to work, school, shop, and undertake hobbies. It is when the “routine activities” of a criminal overlap the “routine activities” of a victim that the potential for a criminal violation occurs. According to Cohen and Felson, routine activities bring people together in both criminal and non-criminal behaviors. “Hence the timing of work, schooling, and leisure may be of central importance for explaining crime rates” (Cohen & Felson, p. 591). It is this convergence of victims and offenders in time and place that is central to routine activities theory, and to the research at hand.

Cohen and Felson (1979) propose that their theory is most applicable to “direct-contact predatory violations,” that is, when an offender has direct physical contact with a victim. They believe that routine activity patterns are affected by three elements: motivated offenders, suitable targets, and the absence of capable guardians against a violation. A change in any one of these could increase or decrease the crime rate. While it has been popularly held that an increase in the number of offenders could increase the crime rate regardless of the number of victims, it may also be true that an increase in the number of suitable targets in an area could increase the crime rate, even without an increase in the number of offenders.

In a follow-up study published in 1987, Felson extended the original theory by focusing on urban characteristics, including locations that attract both potential offenders and victims. In this research, Felson proposes that criminals often position themselves to naturally come into contact with potential victims: “Just as lions look for deer near their watering hole, criminal offenders disproportionately find victims in certain settings . . .” (1987, p. 914). He goes on to suggest that certain areas of the city bring offenders and targets together so effectively that they almost draw the people to the area, they make it easy for offenders to find suitable victims, and they create areas of the city that are very high crime risk areas.

Public facilities such as parks and schools were among the areas mentioned. As such, routine activities theory was expanded to show that not only do offenders and

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victims often come together as a result of their everyday activities (and by extension, criminals could increase their odds of coming into such contact by manipulating their activities), but places in the city could also promote such interaction.

Following the work by Felson, much of the research related to routine activities theory began to examine more specific locations and/or offender types (see, for example, Sherman, Gartin, and Buerger, 1989, and Smith, Frazee, and Davison, 2000). While this line of research is related to the research at hand (for example, Roncek and Maier [1991] found that increases in potential targets [in their case bars and taverns] in residential areas can significantly increase the amount of crime), no literature currently applies routine activities theory to child sex offenders. This study attempts to begin to fill that void by arguing that child sex offenders may put themselves in a position to come into contact with potential victims and that some places may draw offenders and targets together.

■ Methods

This research was spawned from a larger project that examined the characteristics of all sex offenders in the state of Arkansas. For that project, the records of all sex offenders registered with the state on February 1, 1999, (a total of 1,646) were collected. These data were augmented by the criminal history records of the offenders.

For the project at hand, all the sex offenders in that database who had a residency address in one metropolitan county (Pulaski County) were selected. This county was chosen because it had the largest number of sex offenders of any county in the state and, for the purposes of this project, it was the only county that had been mapped sufficiently to be able to relate sex offender residences with potential targets. Of the 1,646 sex offenders in the database, 252 were from this county. Because of the nature of the targets selected for this analysis (areas where a concentration of children were likely), this data set was further broken down into offenders who had a child as a victim and those who did not. A total of 170 offenders had a child as a victim.

The second set of data to be collected was the locations of the potential target areas. We selected day cares, schools, and parks as the potential targets based on legislation at the state and federal level that specifically identify schools, playgrounds (parks), and day cares as areas of concern for criminal activities such as gun possession, drug use, rehabilitation centers, and sex offenders. Furthermore, we decided to use these targets because they represent areas where typically there is a concentration of potential victims.

School districts within the county supplied the address of each primary and secondary school. A total of 83 schools were identified in the county. The loca-

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tion of parks in the county (a total of 43 parks) was obtained from the Parks and Recreation Department. Phone records were used to obtain a listing of all day cares in the county. After identifying all day cares, we confirmed the addresses by contacting the day care by telephone. A total of 171 day cares were identified.

After all of the addresses for the sex offenders and targets were obtained, they were geocoded and mapped using ArcView. A number of geocoding problems had to be overcome to proceed with the project. These problems resulted from changes in street names and streets that had been added in the county after release of the maps used in the analysis. Ultimately 90% of the addresses for offenders, 88% of the addresses for schools, 95% of the addresses for parks, and 85% of the addresses for day cares were included in the analysis. We do not see this as a problem, however, because of the nature of the project. The analyses here are mapping the relationship of the location of targets to where child sex offenders live. Problems with the geocoding resulted from inadequate mapping points for geocoding the addresses. As a result, if a sex offender could not be properly mapped to a particular street segment, then neither could the potential target (if there was no street segment mapped to geocode an offender, then there would be no street segment mapped for any of the targets). About the same percentage of each of the data sets could not be geocoded (from 5% to 15% of addresses). Again, since neither target nor sex offender could be mapped, a report of the relationship between the two should not be affected.

After the data on offenders were broken down into those who offended against children and those who did not, three sets of analyses were conducted. The first was a point location analysis whereby the point locations of all child sex offenders and all of the potential targets were geocoded. The maps were then examined for any concentrations or abnormalities that might be important in determining the spatial relationship between child sex offenders and potential victims.

In the second analysis, 1,000-foot buffer zones were drawn around each of the targets in the county. Each of the buffered potential targets was then examined to determine how many child sex offenders lived within them. In addition, the number and percentage of child sex offenders living in the buffer zones were compared to the number and percentage of non-child sex offenders living in those buffer zones.

The concept of a 1,000-foot buffer zone came from examining federal regulations and the Arkansas code, which prohibit certain activities near schools. For example, drug-free zones are established by 21 U.S.C. § 860, which enhances penalties for distributing illicit substances within 1,000 feet of any school, university, or playground (park). Arkansas Code 5-64-411 provides for a 1,000-foot drug-free zone around schools. Furthermore, 18 U.S.C. § 921 defines a "school zone" as any place "in or on the ground of a public, parochial, or private

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school or within a distance of 1,000 feet of a public, parochial, or private school.”

In the third analysis, Spatial Analyst, a tool that measures the physical distance between objects and how densely they are concentrated, was used to examine the relationship between each of the target types and where the offenders lived.

▣ Study Limitations

As with any research, this study has certain limitations. The primary limitation is the assumption that child sex offenders are choosing to live within close proximity to potential targets. The premise going into this research was that if there was a predominance of child sex offenders living close to potential victims, at least part of the reason was to take advantage of these potential targets. This initial premise was supported by our findings, but as with any research, rejection of the null hypothesis (that there is no relationship between where child sex offenders live and the geographic location of potential targets) does not imply absolute acceptance of the research hypothesis (that sex offenders choose to reside in close proximity to potential targets). Alternative hypotheses are also possible. For example, as discussed below, sex offenders could be residing in these areas because of a social or political inability to exclude undesirable residents from living there; or sex offenders may choose to live in these areas because they are more affordable. It may be more accurate to say, then, that there is a relationship between where child sex offenders live and the geographical location of potential targets irrespective of choice. Since most people do make choices about where they live, however, it is also plausible (and is supported by the co-location of child sex offenders and targets in this research) that sex offenders are choosing to live in close proximity to potential victims.

A second and related limitation of the study is that it does not make comparisons with residents in these areas who had not been convicted of a sex offense. As one reviewer suggested, information should have been collected on the relative similarity of age, race, and income between sex offenders and other residents. While this kind of information would have been helpful, we do not believe that it substantially changes the conclusions herein. First of all, this kind of information was not available for the sex offenders in this research (and neither was information we desired, such as whether the offender had children or not). Additionally, this information is not particularly accurate for the general population. The 2000 Census was not out at the time of this research, and we believed that 1990 Census data were probably inaccurate given the changes in the characteristics of neighborhoods. Finally, we argue that it makes little difference to policymakers whether sex offenders are overrepresented on mean income in an

area or whether one area has 1.7 sex offenders per 1,000 population while another has 1.5 sex offenders per 1,000 population. We believe that what is important is how many child sex offenders are living within 1,000 feet of a potential target.

■ Analyses

The analyses for this project were broken into three parts: The first was an examination of the point locations of child sex offenders and targets within the county, the second was an examination of buffer areas around the potential targets as they related to where sex offenders lived, and the third was an examination of the spatial density of the relationship between the child sex offenders and potential targets.

Point Location Analysis

Although the map in Figure 1 is quite crowded, it is easy to see the substantial overlap between where child sex offenders live and the locations of potential targets. Obviously, a more detailed analysis was needed. Through a visual ex-

■ Figure 1
Pulaski County Sex Offenders - Overview
(Portion enlarged to show detail)

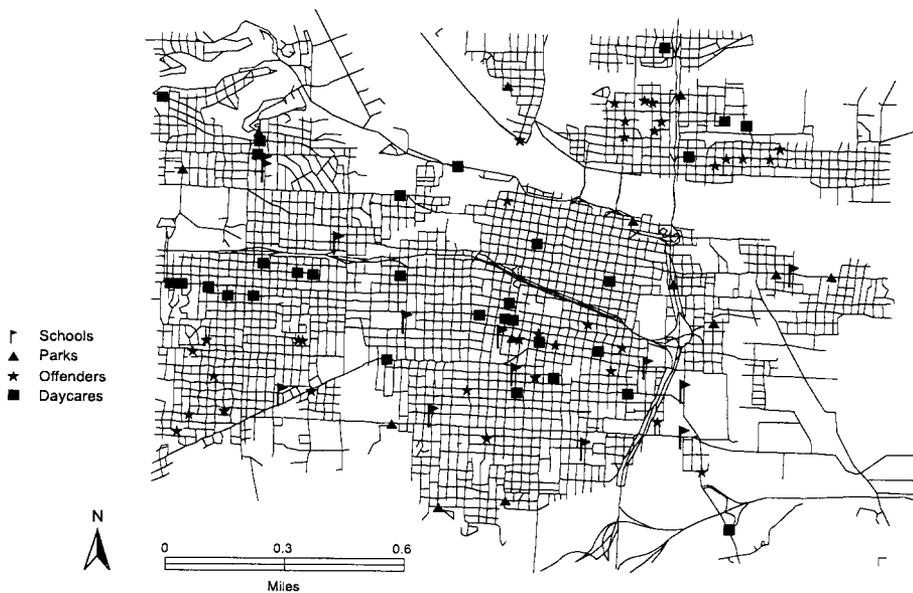


1-24

amination of the maps, we identified 36 areas where a number of child sex offenders were living in close proximity to one or more potential targets—areas where there appeared to be a higher concentration of child sex offenders, or where the physical relationship between child sex offenders and targets seemed to be abnormal.

Figure 2 details one of the 36 areas identified as containing a concentration of child sex offenders in close proximity to potential targets. The map has two particular areas of interest. The first is in the upper right-hand corner, where there were twelve child sex offenders living within a few blocks of four day cares and a park. Also interesting is the area in the map's center, which shows a close interspersing of sex offenders around a number of day cares, schools, and parks. In one of these cases, three child sex offenders lived within five blocks of a school, day care, and park, and one of the sex offenders lived on the same block as the park and only two blocks from a school and day care. The three sex offenders essentially surrounded one day care, and one of the sex offenders lived on the same block as a day care. Only a short distance away, three other child sex offenders surrounded another day care, and in another place, one child sex offender lived one block away and between a school and a day care.

Figure 2
Pulaski County Sex Offenders - Cluster of Offenders and Targets



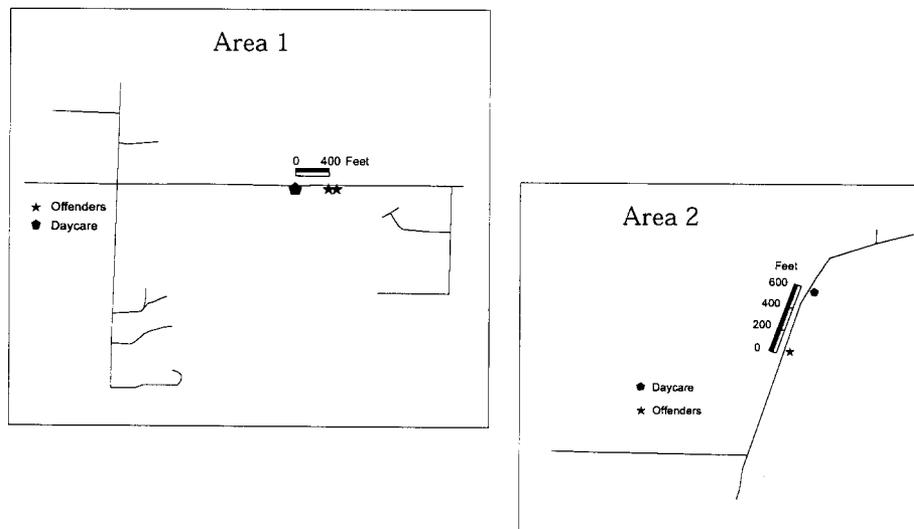
1-25

Each of the other areas within the 36 identified as concentrations exhibited patterns similar to that shown in Figure 2. Some areas had a greater concentration of child sex offenders around day cares and schools than the area shown in Figure 2, but the latter area was used as an example because the multiple sites within the concentration area demonstrated the likelihood of several concentrations even within a single area.

Figure 3 also illustrates the co-location of child sex offenders and targets. In both areas the sex offenders were living in very close proximity to the day care. What is particularly interesting, though, is that each day care was in a relatively rural area, not particularly close to anything, and yet a child sex offender (or in one case two child sex offenders) lived in very close proximity.

What we determined from analyzing the 36 concentration areas is that in some areas of the city, a large number of child sex offenders lived in close proximity to concentrations of children that may serve as potential targets. The point location relationship between child sex offenders and potential targets supports the argument that at least some child sex offenders are selecting where they live based on potential targets in the area. This was particularly clear when the maps and relationships were examined in detail, especially when the child sex offender and target were not co-located with other people. What must be avoided, however, is assigning a purposeful nexus between offenders and targets simply

Figure 3
Pulaski County Sex Offenders - Proximity of Offender and Daycare



1-26

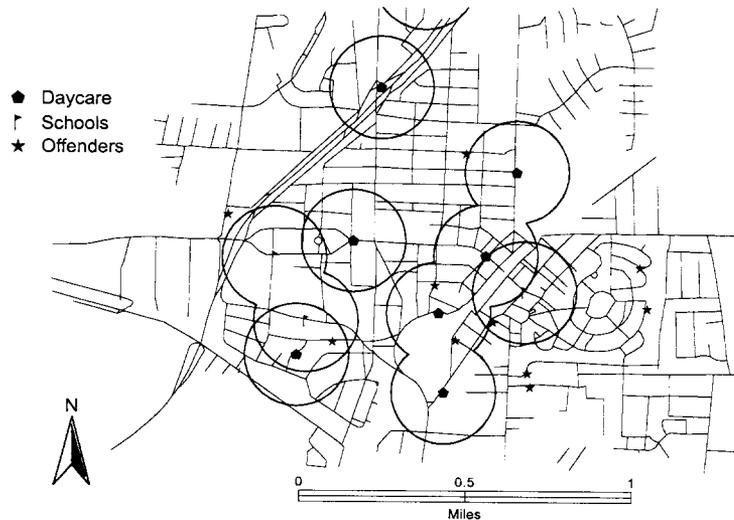
because of their co-location. This relationship may exist because these areas are more accepting of others, or because the residents do not have the social or political power to prevent sex offenders from living in the area. When these conditions exist in areas where there are a number of potential targets, however, the likelihood of child sex offenders choosing to live close to potential targets appears to increase. Visual examination of a map does not represent a complete analysis of this relationship, however. A second analysis was undertaken, therefore, that used buffer zones around the potential targets to see how many child sex offenders were living in those areas.

Buffer Areas

By counting the number of sex offenders living in the 1,000-foot buffer zones around potential targets, an estimation of the relationship between the sex offenders and targets could be made. We found that just under half (48%; 82 of 170) of all sex offenders in the data set who had children as victims lived within the buffer zone of one of the potential targets, and over one third lived within the buffer zones of multiple targets.

An example of the analysis and results of buffering potential targets is shown in Figure 4. Here, several of the schools and day cares did not have a child sex offender living within the buffer zone. Two areas are illustrative, however. The first is in the center left of the map, where two day cares and two schools heavily

Figure 4
Pulaski County Sex Offenders - Offenders and Buffer Areas



1-27

overlapped one another. Also in this buffered area was a child sex offender who lived immediately adjacent to a day care. A more explicit example of child sex offenders living in close proximity to potential targets is the area just to the right. Four day cares and a school were all buffered together. There were also four child sex offenders living within this buffered area, and four more who lived just outside the buffered area.

As a part of this analysis, sex offenders in the data set who had children as victims were mapped against sex offenders in the data set who did not have children as victims to determine if there were differences in their residence patterns. As discussed above, 48% of all child sex offenders lived within the buffer zones. In comparison, 26% (19) of non-child sex offenders lived in these buffer zones. This lends support to the argument that child sex offenders are choosing to live in areas where there are concentrations of potential victims. At the very least, this finding is troubling for the criminal justice system and families alike: that there is a larger percentage and number of sex offenders who had children as victims living in close proximity to concentrations of children than there are sex offenders who did not have children as victims.

The analysis of 1,000-foot buffers around potential targets provides some quantification for the argument that child sex offenders are choosing to live in areas where they have access to potential victims. In this analysis, almost half of all child sex offenders lived within 1,000 feet of a day care, school, or park, and a substantially higher percentage of child sex offenders were living in these areas than offenders who did not have children as their victims. Certainly some of the variation can be attributed to the distribution of residential areas within the county. This is not a total explanation, however, and the assumption must be made that some of the child sex offenders were choosing to live in areas where they had access to potential victims. This relationship was further explored in the final analysis of this research, which examined the spatial density of child sex offenders and targets.

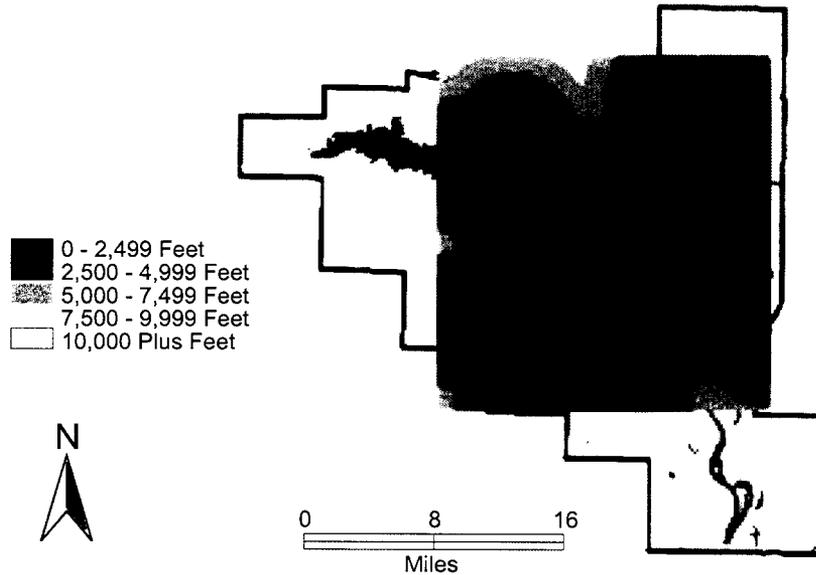
Spatial Relationships

In the third and final analysis, Spatial Analyst was used to examine the relationship between each of the target types and where the offenders lived. Although this is a qualitative measure, it does provide additional evidence that can be used to evaluate the assumptions of this research.

As shown in Figure 5, there was a substantial relationship between where the child sex offenders lived and the locations of schools. The dark area throughout this graph indicates a high co-location, with at least one sex offender living within one mile of at least one potential target throughout the area. There were a few areas with a lesser amount of overlap between the two, as indicated by the

1-28

Figure 5
 Pulaski County Sex Offenders - Spatial Density, Offenders to Schools



lighter spots in the map. Only a small portion of the graph was white, however, which is the least amount of overlap, where sex offenders live more than two miles from a potential target.

Contrast this with the map showing the relationship between offenders and parks (Figure 6), where there is obviously a lesser amount of co-location. Part of the reason for this pattern is that there were fewer parks and they were more spread out (73 schools were geocoded in the analysis, and only 41 parks). Much of the difference, however, is that there did not seem to be the attraction between child sex offenders and parks that there was with schools (discussed above) and day cares (which follows).

The relationship between day cares and child sex offenders is similar to the relationship between schools and child sex offenders (see Figure 7). There was not as large an area that had the highest co-location between child sex offenders and potential targets; however, as Figure 7 shows, there was a fairly substantial relationship between these two, especially given that there were no lighter areas (showing a more dispersed relationship) within the area of highest concentration. This supports the argument that density is not just related to high residential areas, and, conversely, that the relationship between child sex offenders and potential targets is not solely based on the density of the targets.

1-29

Figure 6
Pulaski County Sex Offenders - Spatial Density, Offenders to Parks

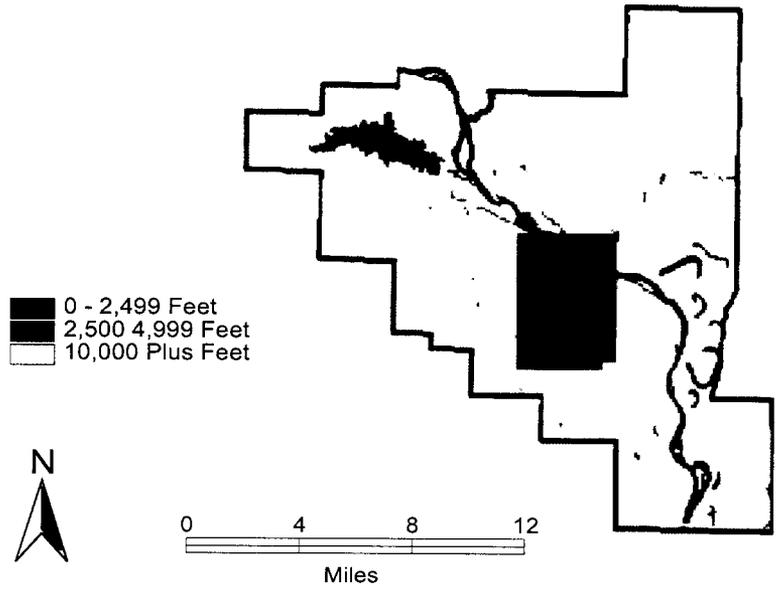
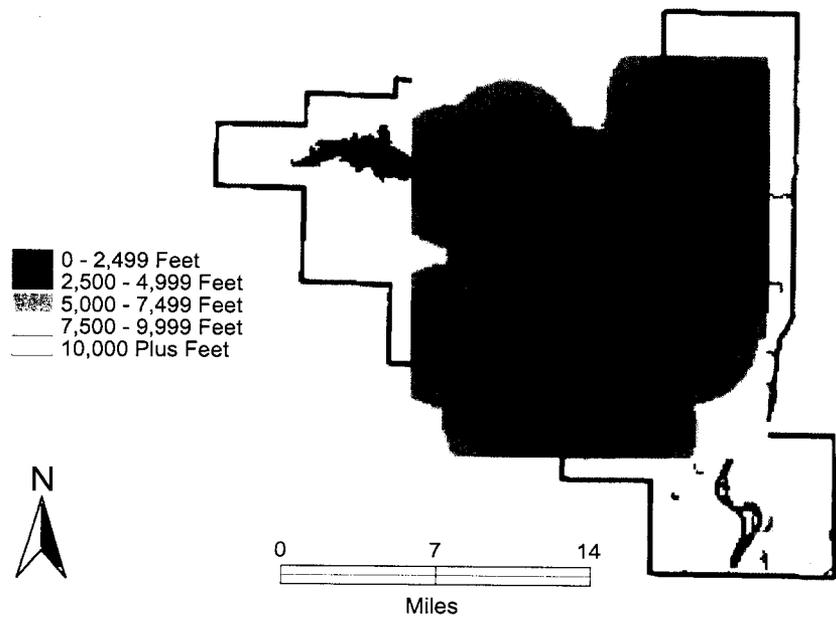


Figure 7
Pulaski County Sex Offenders - Spatial Density, Offenders to Daycares



1-30

■ Discussion

Routine activities theory proposes that crime occurs when motivated offenders, potential victims, and the absence of capable guardians merge in time and space. Our analysis of sex offenders and their potential targets in one Arkansas county showed a substantial overlap between those convicted of sex offenses (motivated offenders) and children who may be likely targets (potential victims). Some of the reason for this overlap is no doubt the purposeful actions of the offenders. Our results can be explained using the analogy of a regression model. Certainly not all child sex offenders purposefully move to be close to a school or day care. Part of the variation in where child sex offenders choose to live, therefore, is explained in terms of market conditions, in the inability or apathy on the part of the neighborhood to keep the sex offenders out, and for other reasons. Part of the variation in the residency patterns of child sex offenders, though, is no doubt attributable to them putting themselves in close proximity to potential targets, perhaps in hopes that their routine activities will overlap with the routine activities of potential victims.

Like the work of Cohen and Felson (1979), this research was particularly concerned with direct-contact predatory violations. A primary reason for the seriousness of sex crimes is that they represent physical attacks on the person. If, as Cohen and Felson (p. 595) argue, “target suitability influences the occurrence of direct-contact predatory violations,” then the location of potential targets and the proximity of potential offenders is of interest. Any changes in the environment or activities of criminal behavior that can control predatory behavior should certainly be a concern for policymakers.

Cohen and Felson (1979) also argue that increases in one of the three elements that change routine activity patterns can increase the crime rate, regardless of changes in the other elements. Furthermore, an increase may have a multiplicative rather than an additive effect—that is, a small increase in the number of offenders who are seeking to target potential victims may produce an increase in the crime rate much larger than the increase in the number of offenders. If that is true, then a change in the number of child sex offenders living in close proximity to potential targets deserves attention.

In this research, we have attempted to establish that two of the elements of routine activities theory may be present in direct-contact predatory violations of child sex offenders. We argue that some child sex offenders will seek out suitable targets. When they find areas with one or more day cares, schools, or parks, they may seek residence there. A high number of child sex offenders living in a particular area may signal that they are purposefully living there because of easy access to potential victims.

1-31

What remains to be addressed is the third element of routine activities: the presence of capable guardians. Routine activities theory states that the presence of capable guardians should reduce the likelihood of direct-contact predatory violations. According to the theory, the actions taken by police officers and others to make day cares, schools, and residents of these areas aware of the presence of child sex offenders should increase the number of and/or effectiveness of capable guardians. The relationship between the presence of police and their notification of residents and inhabitants of an area was not explored by this research. It can be argued, however, that their actions could have a important impact on the potential level of sex offenses in an area. The police cannot serve as the sole source of capable guardianship in controlling sex offenses, however. They are too few in number, and they cannot always be present when motivated offenders and potential victims converge in time and space. What the police can do, however, is to make as many people in the neighborhood (especially those who are guardians of potential victims or may be potential victims themselves) aware of the presence of a potentially motivated offender. This can be done by the very actions that are being taken—registering sex offenders and notifying the community of their presence. If it can be determined that these actions are having the desired effect, then the tripartite relationship central to routine activities theory is supported.

■ Conclusion

The goal of this research was to examine the possibility of a link between where child sex offenders choose to live and potential targets. We believe that we have found this link. Our findings support the argument that there is a definite convergence of potentially motivated child sex offenders living in close proximity to concentrations of potential victims.

The policy implications of this research directly relate to the resources and efforts of sex offender registration and notification. It is not possible for governments or other entities to control the locations of potential targets (day cares, schools, and parks). Furthermore, despite governmental efforts, there is no evidence that attempts to limit where sex offenders live have been successful. Routine activities theory argues that crime increases when there is a convergence of motivated offenders and potential targets in the absence of capable guardians. This research has shown that there appears to be a convergence of offenders and potential targets in the county we studied. Even if the argument that child sex offenders are choosing to live in these areas because of potential targets is rejected, the fact remains that there is a substantial number of child sex offenders living in close proximity to potential targets.

Since an increase in one or both of these populations may occur, thus potentially increasing the rate of sex offenses multiplicatively, and since it appears that neither of these elements can be controlled, the focus must shift to the third element of routine activities theory—capable guardians. In the present instance, this means that governments and the police must work to increase the effectiveness of sex offender registration and notification. Furthermore, it appears imperative that more attention be given to community notification of the presence of sex offenders. In this way, all who live and work in these areas have the potential to become capable guardians. As stated above, the police alone cannot provide effective guardianship against sex offenses because they cannot be in all places at all times. It is important, then, that the community be enlisted to assist them. Additionally, routine activities theory argues that the more capable guardians there are, the greater the corresponding decrease in potential crime should be. If notification and subsequent community involvement is undertaken effectively, there may even be the multiplicative reduction in the rate of sex offenses, which has been the goal of sex offender registration and notification from its inception.

A crucial next step in this line of research, then, is to further examine these findings in relation to potential guardians. Research should examine whether proper notification concerning sex offenders increases the effectiveness of capable guardians in neighborhoods, i.e., whether neighborhoods that are aware of child sex offenders use that knowledge to increase guardianship at times and places where the convergence of motivated offenders and potential victims is likely to occur. If it is true that an increase in capable guardians can reduce crime, and if it is true that community notification concerning sex offenders can increase the number of guardians, then two substantial findings could result. First, routine activities theory would be given its strongest support to date, and second, and perhaps more importantly, the effectiveness of community notification of sex offenders, which has only been supported through belief and opinion to this point, could be validated.

☒ References

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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 checked="" type="checkbox"/> Regular | <input type="checkbox"/> Statutory | Reviewed by Budget | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Council Meeting Date: | 7/24/06 | | Reviewed by Legal | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable |
| Department: | Customer and Utility Services | | Initials | Date | |
| Department Head | Mark Israelson | Executive Director | <i>[Signature]</i> | 6/30/06 | |
| Dept Signature: | <i>[Signature]</i> | City Manager | <i>[Signature]</i> | 6/30/06 | |
| Agenda Coordinator (include phone #): Nancy Rodriguez X7510 | | | | | |

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING EXISTING FRANCHISE ORDINANCE NO. 2003-12-12 BETWEEN THE CITY OF PLANO AND TXU ELECTRIC DELIVERY COMPANY, A TEXAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO PROVIDE FOR A DIFFERENT PAYMENT SCHEDULE; PROVIDING AN EXTENSION OF THE FRANCHISE TERM; PROVIDING FOR TXU ELECTRIC DELIVERY ACCEPTANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

FIRST READING.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(s): GENERAL FUND

COMMENTS:

SUMMARY OF ITEM

This ordinance converts the annual payment of franchise fees to quarterly payments and extends the franchise period an additional five (5) years.

| | |
|---|--|
| List of Supporting Documents: Memo to City Council | Other Departments, Boards, Commissions or Agencies |
|---|--|

MEMORANDUM

DATE: July 24, 2006
TO: City Council
THROUGH: Thomas H. Muehlenbeck
FROM: Mark Israelson
RE: TXU Electric Delivery Amendment to Franchise Agreement

The purpose of this TXU Electric Delivery franchise amendment is to convert franchise payments from an annual basis to a quarterly basis. In addition, the franchise will be extended for five (5) years.

2-2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING EXISTING FRANCHISE ORDINANCE NO. 2003-12-12 BETWEEN THE CITY OF PLANO AND TXU ELECTRIC DELIVERY COMPANY, A TEXAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO PROVIDE FOR A DIFFERENT PAYMENT SCHEDULE; PROVIDING AN EXTENSION OF THE FRANCHISE TERM; PROVIDING FOR TXU ELECTRIC DELIVERY ACCEPTANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, TXU Electric Delivery Company, successor in interest to Oncor Electric Delivery Company (hereinafter called "Electric Delivery") is engaged in the business of providing electric utility service within the City and is using the public rights-of-ways within the City for that purpose under the terms of a franchise ordinance heretofore duly passed by the governing body of the City and duly accepted by Electric Delivery; and

WHEREAS, pursuant to Agreement to Resolve Outstanding Franchise Issues dated January 27, 2006, the City has requested and Electric Delivery has agreed to amend said franchise ordinance to provide for a different payment schedule and an extension of the term.

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

Section I. The franchise between the City and TXU Electric Delivery is amended as follows:

- A. A final annual payment will be made on or before August 31, 2006, based on each kilowatt hour of electricity delivered by TXU Electric Delivery during the twelve-month period ending July 31, 2006, to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries. This payment is for the rights and privileges granted under the franchise for the twelve month period September 1, 2006 – August 31, 2007.

Effective November 30, 2006, the annual prospective payment schedule is hereby changed to a quarterly prospective schedule as follows:

| Payment Due Date | Basis Period | Privilege Period (Following Year) |
|------------------|------------------|--------------------------------------|
| Nov. 30 | Aug. 1 – Oct. 31 | Sept. 1 – Nov. 30 |
| Feb 28 | Nov. 1 – Jan. 31 | Dec. 1 – Feb. 28 |
| May 31 | Feb. 1 – Apr. 30 | Mar. 1 – May 31 |
| Aug. 31 | May 1 – July 31 | June 1 – Aug. 31 |

23

The first quarterly payment will be due and payable on or before November 30, 2006, based on the period beginning August 1, 2006, and ending October 31, 2006, for the rights and privileges granted under the franchise during the period beginning September 1, 2007, and ending November 30, 2007. Subsequent payments will be made on a quarterly basis as provided in the above schedule. The final payment under the franchise will be made on or before August 31, 2017, based on the period beginning May 1, 2017, and ending July 31, 2017, for the rights and privileges beginning June 1, 2018, and ending August 31, 2018.

After the final payment date of August 31, 2018, TXU Electric Delivery may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this franchise and that such continued payments will be recognized in any subsequent franchise agreement as full payment for the relevant quarterly periods; and

- B. The term of the franchise is hereby extended for an additional five years to expire on August 31, 2018.

Section II. In all respects, except as specifically and expressly amended by this ordinance, the franchise heretofore duly passed by the governing body of the City and duly accepted by Company shall remain in full force and effect according to its terms until said franchise ordinance terminates as provided herein.

Section III. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

Section IV. All provisions of the Code of Ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, 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. This Ordinance shall be read at two separate regular meetings of the City Council of the City of Plano with the second meeting to be at least 30 days from the first

reading, and shall be published once each week for four consecutive weeks in the official newspaper of the City of Plano.

Section VII. This ordinance shall become effective 30 days after its final passage and publication as required by City Charter and conditioned upon TXU Electric Delivery executing the written acceptance of this Ordinance attached hereto prior to the effective date; otherwise this Ordinance shall be null and void.

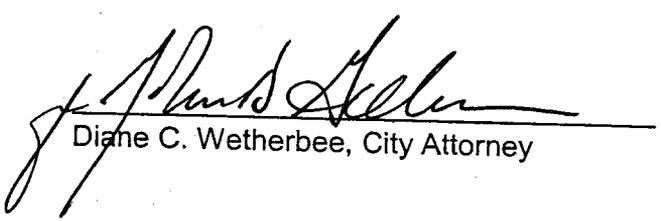
DULY PASSED AND APPROVED ON FIRST READING THIS _____ day of _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

APPROVED AS TO FORM:



Diane C. Wetherbee, City Attorney

2-5

DULY PASSED AND APPROVED ON SECOND READING (which date is at least 30 days from the First Reading) THIS _____ DAY OF _____, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ACCEPTED BY TXU ELECTRIC DELIVERY COMPANY

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

2-6

DATE: June 20, 2006
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of June 19, 2006

**PUBLIC HEARING
ZONING CASE 2006-09
APPLICANT: ANURADHA BALAKAN**

DESCRIPTION:

A request for a Specific Use Permit for Day Care Center on 0.2± acre located on the south side of Hedgcoxe Road, 907± feet west of Coit Road. Zoned Patio Home.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: July 24, 2006 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dw

xc: Spiritual Assembly of the Bahais of Plano
Zia Shamsy
Anuradha Balakavi, Bright Star Montessori Academy
Lynn Woodall - Administrative Support Supervisor

CITY OF PLANO
PLANNING & ZONING COMMISSION

June 19, 2006

Agenda Item No. 7

Public Hearing: Zoning Case 2006-09

Applicant: Anuradha Balakan

DESCRIPTION:

A request for a Specific Use Permit for Day Care Center on 0.2± acre located on the south side of Hedcoxe Road, 907± feet west of Coit Road. Zoned Patio Home.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for Day Care Center in an existing church property. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established.

The proposed day care center would occupy approximately 9,000 square feet of the existing church property. Passenger loading and unloading areas are adequate. The proposed day care center is not within 300 feet of gasoline pumps or underground storage tanks.

The Zoning Ordinance requires that outdoor play space be provided at a rate of 65 square feet per child. The proposed day care center will provide 3,920 square feet of outdoor play space, which allows for a maximum of 60 students.

RECOMMENDATIONS:

Recommended for approval as submitted.

3-2

ORDINANCE NO. _____
(Zoning Case 2006-09)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 575 SO AS TO ALLOW THE ADDITIONAL USE OF DAY CARE CENTER ON 0.2± ACRE OF LAND OUT OF THE HANNA SURVEY, ABSTRACT NO. 383, LOCATED ON THE SOUTH SIDE OF HEDGCOXE ROAD, 907± FEET WEST OF COIT ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED PATIO HOME; 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 24th day of July, 2006, for the purpose of considering granting Specific Use Permit No. 575 for the additional use of Day Care Center on 0.2± acre of land out of the Hanna Survey, Abstract No. 383, located on 0.2± acre in the City of Plano, Collin County, Texas, presently zoned Patio Home; 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 24th day of July, 2006; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 575 for the additional use of Day Care Center on 0.2± acre of land out of the Hanna Survey, Abstract No. 383, located on the south side of Hedgcoxe Road, 907± feet west of Coit Road in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 575, allowing the additional use of Day Care Center on 0.2± acre of land out of the Hanna Survey, Abstract No. 383, located on the south side of Hedgcoxe Road, 907± feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Patio Home, said property being more fully described on the legal description in 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 affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 24TH DAY OF JULY, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

3-6

EXHIBIT "A"
LEGAL DESCRIPTION

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the A. B. Hanna Survey, Abstract No. 383, being part of Lot 1R, Block A of Hedgcoxe Park, an addition to the City of Plano as recorded in Volume O, Page 512 of the Collin County Map Records with said premises being more particularly described as follows:

COMMENCING at an "X" found in the south right-of-way line of Hedgcoxe Road marking the northeast corner of said Lot 1R and the northwest corner of Lot 1, Block A of Hedgcoit Center, an addition to the City of Plano as recorded in Cabinet J, Page 934 of the Collin County Map Records;

THENCE South 53° 02' 56" West, 139.28 feet to a point in the north facing of an existing one story stucco and masonry building marking the northeast corner and POINT OF BEGINNING for the herein described premises;

THENCE passing through said building, South 10° 20' 18" East, 52.65 feet to the most easterly southeast corner of said premises in the south facing of said building;

THENCE along the south facing of said building, South 79° 39' 42" West, 55.15 feet to a point,

THENCE departing said building (crossing a grassy area) and with an easterly line of said premises, South 28° 29' 01" West, 74.48 feet and South 12° 42' 23" West, 80.00 feet to the most southerly southwest corner of said premises;

THENCE with the most southerly line of said premises, South 79° 00' 36" West, 49.00 feet to the most southerly southwest corner of said premises;

THENCE with a westerly line of said premises as follows: North 12° 42' 23" East, 80.00 feet; North 79° 00' 36" East, 19.00 feet and North 28° 29' 01" East, 74.94 feet to a point in the south facing of the aforementioned building;

THENCE passing through said building, North 10° 20' 18" West, 34.13 feet to a point inside an interior wall of said building;

THENCE partway along said interior wall, North 79° 39' 42" East, 23.48 feet to a point in the north facing of said building;

THENCE with the north facing of said building and the northerly line of said premises as follows: North 10° 20' 18" West, 2.40 feet; North 79° 39' 42" East, 1.60 feet; North 10° 20' 18" West, 10.30 feet; North 79° 39' 42" East, 25.55 feet; North 10° 20' 18" West, 5.80 feet; North 79° 39' 42" East, 34.22 feet to the PLACE OF BEGINNING and CONTAINING 9,178 square feet or 0.211 acre of land.

DATE: July 6, 2006
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of July 5, 2006

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2006-11
APPLICANT: CITY OF PLANO**

DESCRIPTION:

A request to rezone 28.5± acres located at the northwest corner of Marsh Lane and Plano Parkway **from** Planned Development-256-General Office **to** General Office. Zoned Planned Development-256-General Office.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 3 **OPPOSE:** 1

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: July 24, 2006 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/pp

xc: Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO
PLANNING & ZONING COMMISSION

July 5, 2006

Agenda Item No. 6

Public Hearing: Zoning Case 2006-11

Applicant: City of Plano

DESCRIPTION:

A request to rezone 28.5± acres located at the northwest corner of Marsh Lane and Plano Parkway **from** Planned Development-256-General Office **to** General Office. Zoned Planned Development-256-General Office.

REMARKS:

This request was initiated by the Planning & Zoning Commission as part of their work program to periodically review planned development districts for appropriateness.

The current zoning of this property is Planned Development-256-General Office (PD-256-O-2). A planned development 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 O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities. PD-256-O-2 contains one development stipulation which requires provision of any necessary fire station site.

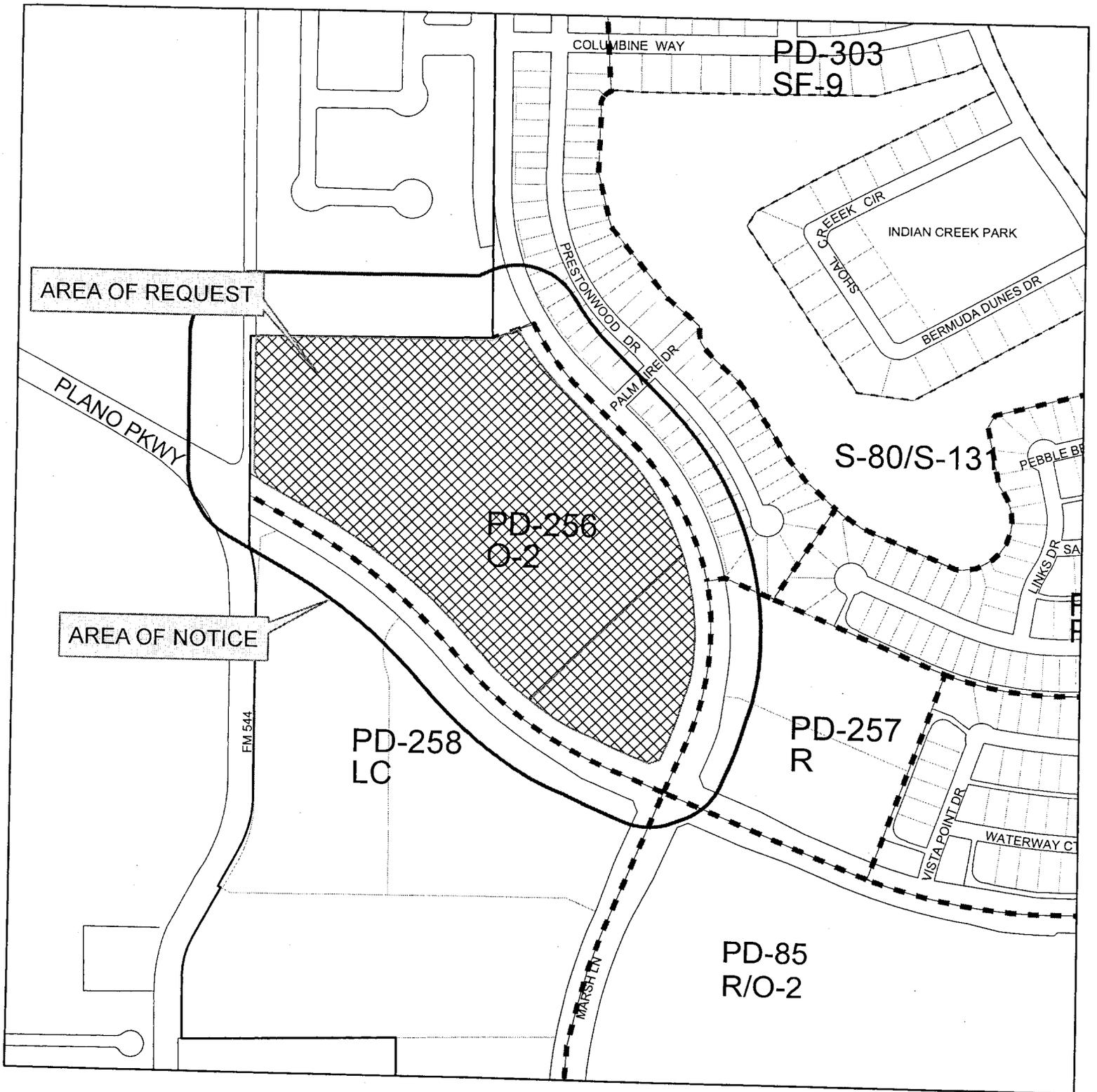
At the time of the zoning, on August 25, 1980, the locations of fire stations in southwest Plano had not been finalized. Subsequently, fire stations have been constructed and two future fire station sites have been acquired. A fire station site is no longer necessary in this area.

This request proposes to remove the stipulation for a fire station site. It does not propose to change the underlying General Office zoning.

RECOMMENDATION:

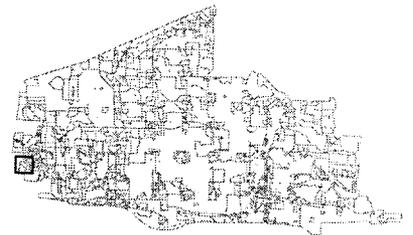
Recommended for approval as submitted.

4-2



Zoning Case #: 2006-11

Existing Zoning: PLANNED DEVELOPMENT-256-GENERAL OFFICE



4-3



○ 200' Notification Buffer

ORDINANCE NO. _____
(Zoning Case 2006-11)

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 28.5± ACRES OUT OF THE JOHN SMITH SURVEY, ABSTRACT NO. 1226 AND THE A. DYER SURVEY, ABSTRACT NO. 360, LOCATED ON THE NORTHWEST CORNER OF MARSH LANE AND PLANO PARKWAY IN THE CITY OF PLANO, DENTON COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-256-GENERAL OFFICE TO 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.

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 24th day of July, 2006, for the purpose of considering rezoning 28.5± acres out of the John Smith Survey, Abstract No. 1226 and the A. Dyer Survey, Abstract No. 360, located on the Northwest Corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-256-General Office to General Office; 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 24th day of July, 2006; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 28.5± acres out of the John Smith Survey, Abstract No. 1226 and the A. Dyer Survey, Abstract No. 360, located on the Northwest Corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-256-General Office to General Office, 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 affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 24TH DAY OF JULY, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

4-5

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land out of the John Smith Survey, Abstract No. 1226, and the A. Dyer Survey, Abstract No. 360, Denton County, Texas, and being a portion of the land conveyed to Bruton Properties, Inc., by deed recorded in Volume 519, Page 505, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point in the north right of way line of F.M. 544 (West Park Boulevard, a 90-foot right-of-way); said point being the southeast corner of the above-mentioned Bruton Properties, Inc., tract, and said point also being the southwest corner of a tract of land conveyed to Poston Parkway Plaza by deed recorded in Volume 924, Page 227, Deed Records, Denton County, Texas;

THENCE, North $59^{\circ} 10' 11''$ West, a distance of 6,412.29 feet to the POINT OF BEGINNING of the herein-described tract;

THENCE, North $89^{\circ} 28' 47''$ East, a distance of 736.93 feet to a point for corner;

THENCE, North $63^{\circ} 47' 03''$ East, a distance of 144.37 feet to a point for corner;

THENCE, in a southeasterly direction along a curve to the left; said curve having a central angle of $19^{\circ} 15' 50''$, a radius of 747.34 feet, a tangent length of 126.83 feet, and a chord bearing South $35^{\circ} 50' 52''$ East, a distance of 250.09 feet;

THENCE, along said curve to the left in a southeasterly direction, an arc distance of 251.27 feet to the end of the curve;

THENCE, $45^{\circ} 28' 47''$ East, a distance of 193.74 feet to the beginning of a curve to the right having a central angle of $68^{\circ} 30' 00''$, a radius of 904.67 feet, and a tangent length of 615.97 feet;

THENCE, along said curve to the right, an arc distance of 1,081.58 feet to the end of said curve;

THENCE, South $23^{\circ} 01' 13''$ West, a distance of 139.03 feet to a point for corner;

THENCE, North $66^{\circ} 58' 47''$ West, a distance of 190.00 feet to the beginning of a curve to the right having a central angle of $26^{\circ} 15' 00''$, a radius of 1,250.09 feet and a tangent length of 291.48 feet;

THENCE, along said curve to the right, an arc distance of 572.73 feet to the end of said curve;

THENCE, $40^{\circ} 43' 47''$ West, a distance of 30.57 feet to the beginning of a curve to the left having a central angle of $19^{\circ} 43' 00''$; a radius of 1,718.87 feet, and a tangent length of 298.70 feet;

THENCE, along said curve to the left, an arc distance of 591.50 feet to the end of said curve;

THENCE, $60^{\circ} 26' 47''$ West, a distance of 210.56 feet to a point for corner;

THENCE, North $00^{\circ} 26' 47''$ West, a distance of 485.00 feet to the POINT OF BEGINNING and CONTAINING 28.5149 acres of land.

DATE: July 6, 2006
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of July 5, 2006

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2006-12
APPLICANT: CITY OF PLANO**

DESCRIPTION:

A request to rezone 14.4± acres located at the northwest corner of Midway Road and Parker Road **from** Planned Development-250-Retail **to** Retail. Zoned Planned Development-250-Retail.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____
LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 2 **OPPOSE:** 29
LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 1
PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: July 24, 2006 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/pp

xc: Lynn Woodall, Administrative Support Supervisor

5-1

CITY OF PLANO
PLANNING & ZONING COMMISSION

July 5, 2006

Agenda Item No. 7

Public Hearing: Zoning Case 2006-12

Applicant: City of Plano

DESCRIPTION:

A request to rezone 14.4± acres located at the northwest corner of Midway Road and Parker Road **from** Planned Development-250-Retail **to** Retail. Zoned Planned Development-250-Retail.

REMARKS:

This request was initiated by the Planning & Zoning Commission as part of their work program to periodically review planned development districts for appropriateness.

The current zoning of this property is Planned Development-250-Retail (PD-250-R). A planned development 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. Retail district is intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls, but not including wholesaling or warehousing. PD-250-R contains one development stipulation which requires provision of any necessary fire station site.

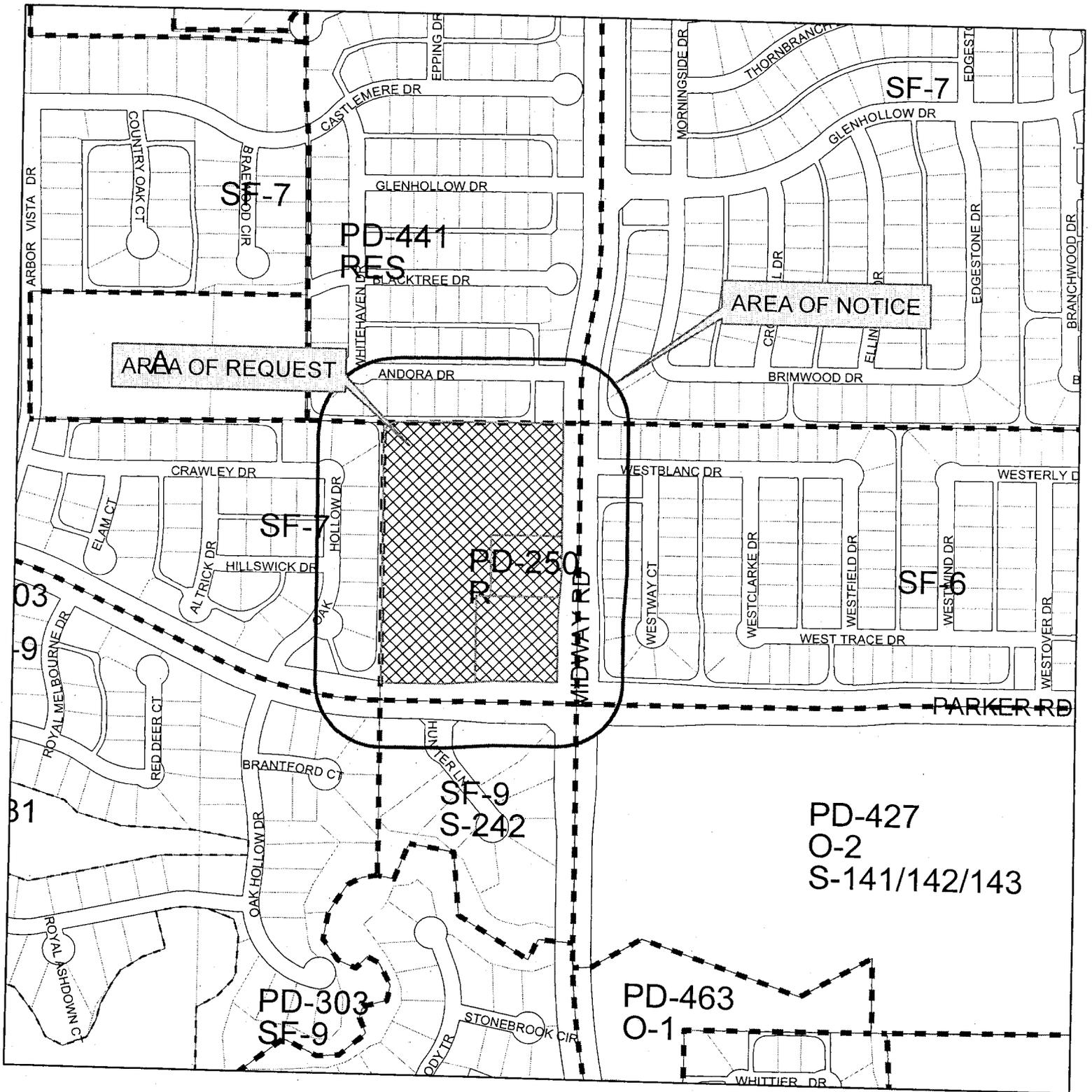
At the time of the zoning, on August 25, 1980, the locations of fire stations in southwest Plano had not been finalized. Subsequently, fire stations have been constructed and two future fire station sites have been acquired. A fire station site is no longer necessary in this location.

This request proposes to remove the stipulation for a fire station site. It does not propose to change the underlying Retail zoning.

RECOMMENDATION:

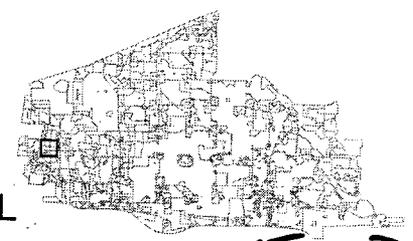
Recommended for approval as submitted.

5-2



Zoning Case #: 2006-12

Existing Zoning: PLANNED DEVELOPMENT-250-RETAIL



5-3

○ 200' Notification Buffer



ORDINANCE NO. _____
(Zoning Case 2006-12)

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 14.4± ACRES OUT OF THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 151 AND THE JOHN B. MARTIN SURVEY, ABSTRACT NO. 603, LOCATED ON THE NORTHWEST CORNER OF MIDWAY ROAD AND PARKER ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-250-RETAIL TO 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.

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 24th day of July, 2006, for the purpose of considering rezoning 14.4± acres out of the Collin County School Land Survey, Abstract No. 151 and the John B. Martin Survey, Abstract No. 603, located on the northwest corner of Midway Road and Parker Road in the City of Plano, Collin County, Texas, from Planned development-250-Retail to Retail; 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 24th day of July, 2006; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 14.4± acres out of the Collin County School Land Survey, Abstract No. 151 and the John B. Martin Survey, Abstract No. 603, located on the northwest corner of Midway Road and Parker Road in the City of Plano, Collin County, Texas, from Planned development-250-Retail to Retail, said property being described in the legal description on Exhibit "A" attached hereto.

5-4

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 24TH DAY OF JULY, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

5-5

EXHIBIT "A"
LEGAL DESCRIPTION

BEING all of the Midway Parker Shopping Center located in the Collin County School Land Survey, Abstract No. 151, and the John B. Martin Survey, Abstract No. 603, situated in the City of Plano, Collin County, Texas, CONTAINING 10.2± acres of land and being more particularly described as follows:

Lot 1, Block A as recorded on April 18, 1997, in Cabinet J, Page 672, in the Collin County Clerk's Office.

Lot 2R, Block A as recorded on October 2, 1998, in Cabinet K, Pages 695 and 696 in the Collin County Clerk's Office.

Lot 3R, Block A as recorded on November 22, 2004, in Cabinet Q, Page 53 in the Collin County Clerk's Office.

5-6

DATE: July 6, 2006
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of July 5, 2006

**AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2006-13
APPLICANT: CITY OF PLANO**

DESCRIPTION:

A request to rezone 10.7± acres located at the northeast corner of Marsh Lane and Plano Parkway **from** Planned Development-257-Retail **to** Retail. Zoned Planned Development-257-Retail. Neighborhood #39.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 5 **OPPOSE:** 7

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: July 24, 2006 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/pp

xc: Lynn Woodall, Administrative Support Supervisor

6-1

CITY OF PLANO
PLANNING & ZONING COMMISSION

July 5, 2006

Agenda Item No. 8

Public Hearing: Zoning Case 2006-13

Applicant: City of Plano

DESCRIPTION:

A request to rezone 10.7± acres located at the northeast corner of Marsh Lane and Plano Parkway **from** Planned Development-257-Retail **to** Retail. Zoned Planned Development-257-Retail. Neighborhood #39.

REMARKS:

This request was initiated by the Planning & Zoning Commission as part of their work program to periodically review planned development districts for appropriateness.

The current zoning of this property is Planned Development-257-Retail (PD-257-R). A planned development 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. Retail district is intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls, but not including wholesaling or warehousing. PD-257-R contains one development stipulation which requires provision of any necessary fire station site.

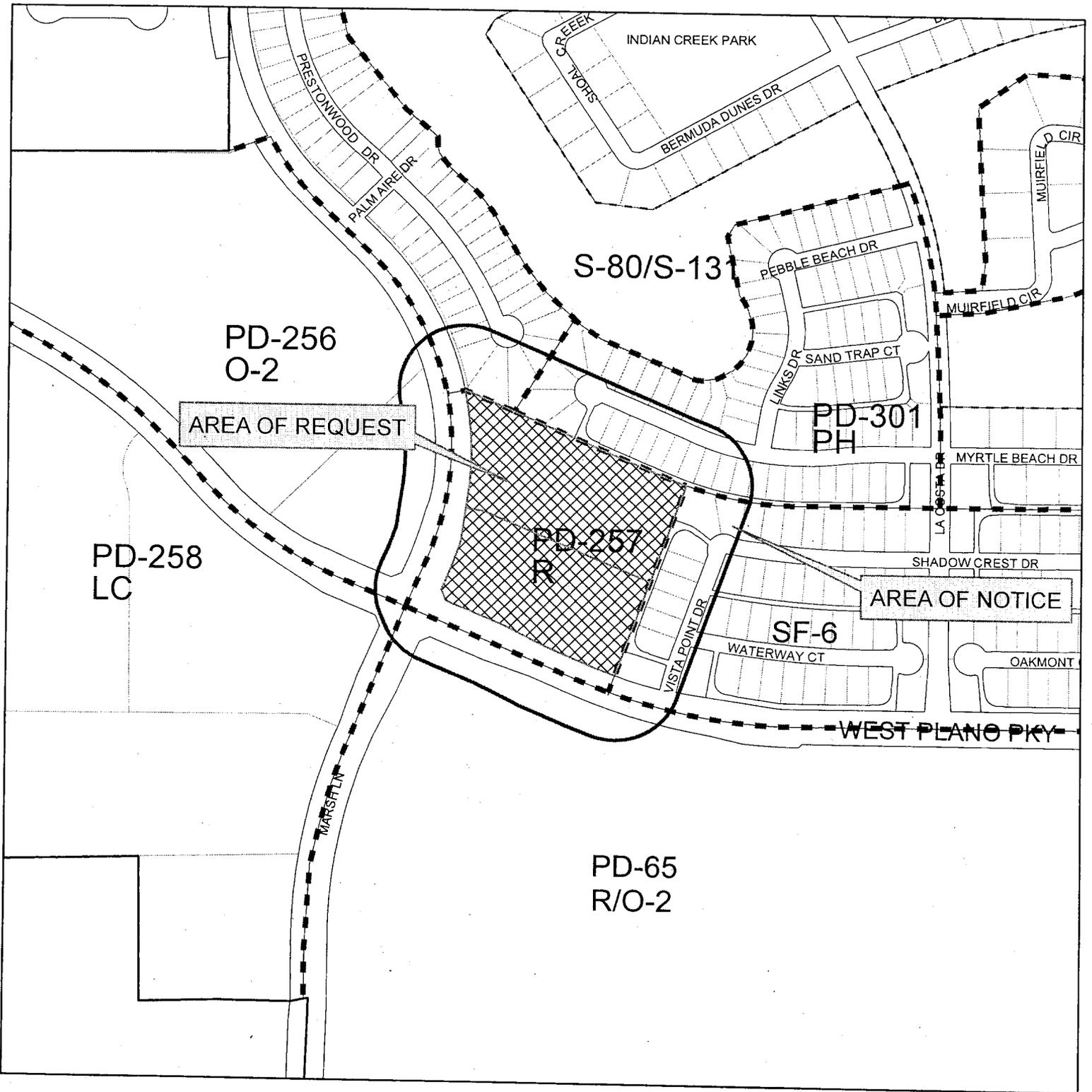
At the time of the zoning, on August 25, 1980, the locations of fire stations in southwest Plano had not been finalized. Subsequently, fire stations have been constructed and two future fire station sites have been acquired. A fire station site is no longer necessary in this area.

This request proposes to remove the stipulation for a fire station site. It does not propose to change the underlying Retail zoning.

RECOMMENDATION:

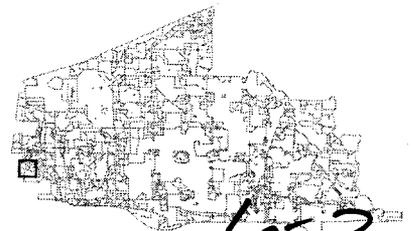
Recommended for approval as submitted.

6-2



Zoning Case #: 2006-13

Existing Zoning: PLANNED DEVELOPMENT-257-RETAIL



03



○ 200' Notification Buffer

ORDINANCE NO. _____
(Zoning Case 2006-13)

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 10.7± ACRES OUT OF THE JOHN SMITH SURVEY, ABSTRACT NO. 1226, LOCATED AT THE NORTHEAST CORNER OF MARSH LANE AND PLANO PARKWAY IN THE CITY OF PLANO, DENTON COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-257-RETAIL TO 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.

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 24th day of July, 2006, for the purpose of considering rezoning 10.7± acres out of the John Smith Survey, Abstract No. 1226, located at the northeast corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-257-Retail to Retail; 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 24th day of July, 2006; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 10.7± acres out of the John Smith Survey, Abstract No. 1226, located at the northeast corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-257-Retail to Retail, said property being described in the legal description on Exhibit "A" attached hereto.

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Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 24TH DAY OF JULY, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

6-5

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land out of the John Smith Survey, Abstract No. 1226, Denton County, Texas, and being a portion of the land conveyed to Bruton Properties, Inc. by deed recorded in Volume 519, Page 505 Deed Records, Collin County, Texas, and also being a portion of the land conveyed to Fred D. Holt, et al, by deed recorded in Volume 770, Page 831, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point in the north right-of-way line of FM 544 (West Park Boulevard, a 90-foot right-of-way); said point being the southeast corner of the above-mentioned Bruton Properties, Inc. tract and said point also being the southwest corner of a tract of land conveyed to Poston Parkway Plaza by deed recorded in Volume 924, Page 227, Deed Records, Collin County, Texas;

THENCE North $65^{\circ} 48' 48''$ West, a distance of 4,616.47 feet to the POINT OF BEGINNING of the herein-described tract;

THENCE North $23^{\circ} 01' 13''$ East, a distance of 139.03 feet to the beginning of a curve to the left having a central angle of $34^{\circ} 40' 28''$, a radius of 904.67 feet, and a tangent length of 282.42 feet;

THENCE along said curve to the left, an arc distance of 547.49 feet to a point for corner;

THENCE North $78^{\circ} 20' 45''$ East, a distance of 55.00 feet to a point for corner;

THENCE South $66^{\circ} 58' 47''$ East, a distance of 670.44 feet to the beginning of a curve to the left having a central angle of $03^{\circ} 20' 00''$, a radius of 1,033.87 feet, and a tangent length of 30.08 feet;

THENCE along said curve to the left, an arc distance of 60.15 feet to a point for corner;

THENCE South $19^{\circ} 41' 13''$ West, a distance of 685.00 feet to a point for corner;

THENCE in a northwesterly direction, along a curve to the right having a central angle of $03^{\circ} 20' 00''$, a radius of 1,718.87 feet, a tangent length of 50.01 feet, and a chord bearing North $68^{\circ} 38' 47''$ West, a distance of 99.99 feet;

THENCE along said curve to the right in a northwesterly direction, an arc distance of 100.00 feet to the end of said curve;

THENCE North $66^{\circ} 58' 47''$ West, a distance of 555.00 feet to the POINT OF BEGINNING and CONTAINING 10.6944 acres of land.

6-6

DATE: July 6, 2006
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of July 5, 2006

**AGENDA ITEM NO. 9 - PUBLIC HEARING
ZONING CASE 2006-14
APPLICANT: CITY OF PLANO**

DESCRIPTION:

A request to rezone 44.2± acres located at the southwest corner of Marsh Lane and Plano Parkway **from** Planned Development-258-Light Commercial **to** Light Commercial. Zoned Planned Development-258-Light Commercial. Neighborhood #39.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 3 **OPPOSE:** 0

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: July 24, 2006 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/pp

xc: Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO
PLANNING & ZONING COMMISSION

July 5, 2006

Agenda Item No. 9

Public Hearing: Zoning Case 2006-14

Applicant: City of Plano

DESCRIPTION:

A request to rezone 44.2± acres located at the southwest corner of Marsh Lane and Plano Parkway **from** Planned Development-258-Light Commercial **to** Light Commercial. Zoned Planned Development-258-Light Commercial. Neighborhood #39.

REMARKS:

This request was initiated by the Planning & Zoning Commission as part of their work program to periodically review planned development districts for appropriateness.

The current zoning of this property is Planned Development-258-Light Commercial (PD-258-LC). A planned development 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 Light Commercial district is intended to provide for a wide array of retail, office, and service uses to meet the needs of local residents and businesses. PD-258-LC contains one development stipulation which requires provision of any necessary fire station or water tower site.

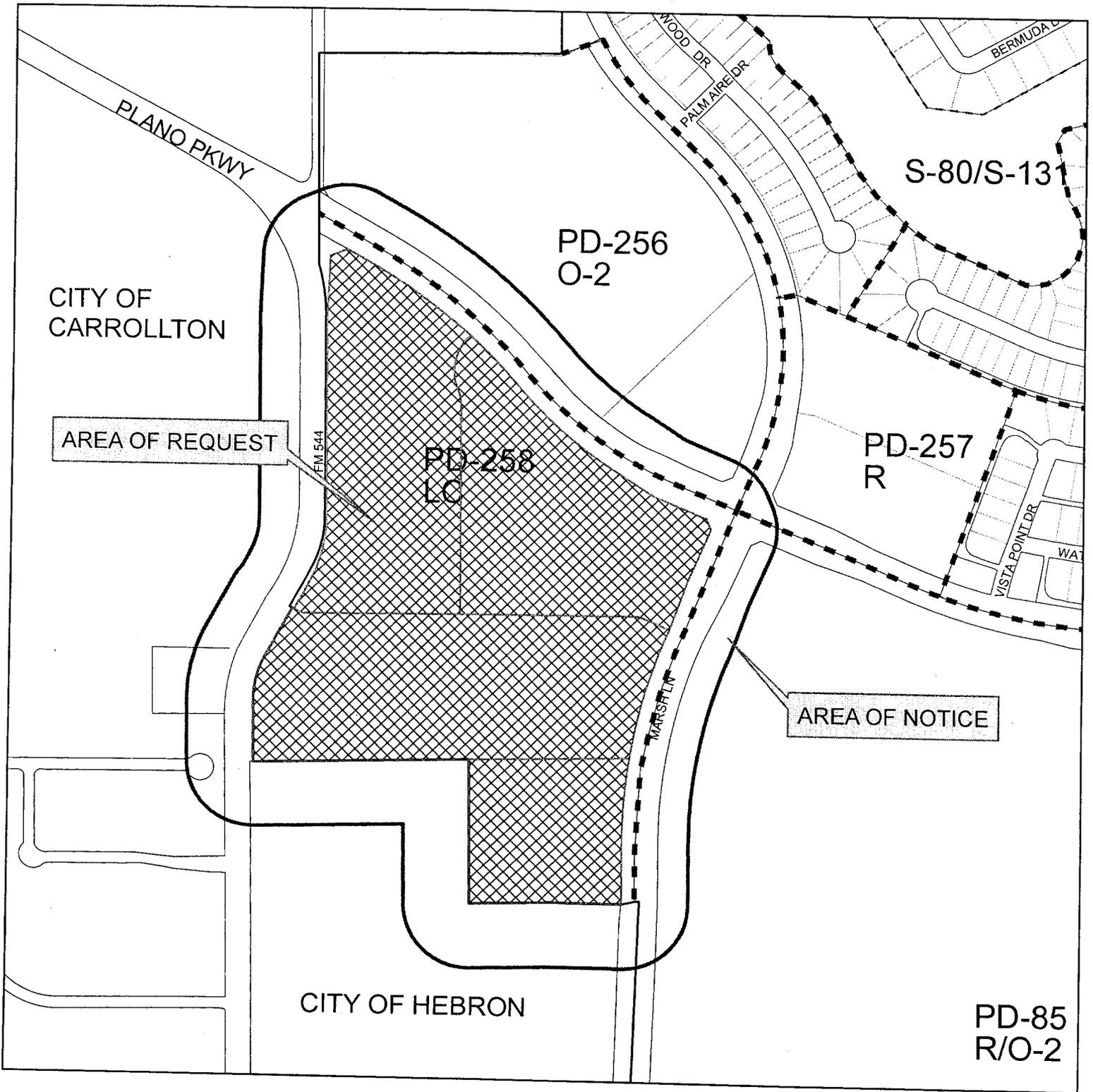
At the time of the zoning, on August 25, 1980, the locations of fire stations and water towers in southwest Plano had not been finalized. Staff has confirmed with other departments that these planned development provisions for public facilities are no longer required. The city has obtained adequate property within the area to meet the current and anticipated future demands for fire stations and water towers.

This request proposes to remove the stipulation for a fire station or water tower site. It does not propose to change the underlying Light Commercial zoning.

RECOMMENDATION:

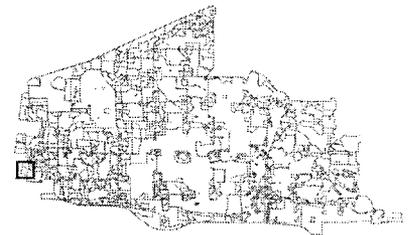
Recommended for approval as submitted.

1-2



Zoning Case #: 2006-14

Existing Zoning: PLANNED DEVELOPMENT-258-LIGHT COMMERCIAL



7-3

○ 200' Notification Buffer



ORDINANCE NO. _____
(Zoning Case 2006-14)

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 40.2± ACRES OUT OF THE JOHN SMITH SURVEY, ABSTRACT NO. 1226, LOCATED AT THE SOUTHWEST CORNER OF MARSH LANE AND PLANO PARKWAY IN THE CITY OF PLANO, DENTON COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-258-LIGHT COMMERCIAL TO LIGHT 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.

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 24th day of July, 2006, for the purpose of considering rezoning 40.2± acres out of the John Smith Survey, Abstract No. 1226, located at the southwest corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-258-Light Commercial to Light Commercial; 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 24th day of July, 2006; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to rezone 40.2± acres out of the John Smith Survey, Abstract No. 1226, located at the southwest corner of Marsh Lane and Plano Parkway in the City of Plano, Denton County, Texas, from Planned Development-258-Light Commercial to Light Commercial, 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 24TH DAY OF JULY, 2006.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

7-5

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land out of the John Smith Survey, Abstract No. 1226, Denton County, Texas, and being a portion of the land conveyed to Bruton Properties, Inc. by deed recorded in Volume 519, Page 505, Deed Records, Collin County, Texas, and being a portion of the land conveyed to Fred D. Holt, et al by deed recorded in Volume 770, Page 831, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a point in the north right-of-way line of FM 544 (West Park Boulevard, a 90-foot right-of-way); said point also being the southeast corner of the above-mentioned Bruton Properties, Inc. tract, and said point also being the southwest corner of a tract of land conveyed to Poston Parkway Plaza by deed recorded in Volume 924, Page 227, Deed Records, Collin County, Texas;

THENCE North $81^{\circ} 38' 43''$ West, a distance of 4,557.31 feet to the POINT OF BEGINNING of the herein-described tract;

THENCE South $89^{\circ} 59' 17''$ West, a distance of 265.00 feet to an angle point;

THENCE South $87^{\circ} 42' 59''$ West, a distance of 236.67 feet to a point for corner;

THENCE North $00^{\circ} 54' 44''$ West, a distance of 448.98 feet to a point for corner;

THENCE South $88^{\circ} 23' 58''$ West, a distance of 674.97 feet to a point for corner; said point also lying in the east right-of-way line of FM 544;

THENCE North $00^{\circ} 50' 12''$ West, along said east right-of-way line of FM 544, a distance of 195.45 feet to the beginning of a curve to the right having a central angle of $28^{\circ} 36' 30''$, a radius of 283.31 feet, and a tangent length of 72.24 feet;

THENCE along said curve to the right and said east line of FM 544, an arc distance of 141.46 feet to the end of said curve;

THENCE North $27^{\circ} 46' 18''$ East, continuing along the east line of FM 544, a distance of 306.40 feet to the beginning of a curve to the left having a central angle of $28^{\circ} 05' 45''$, a radius of 353.31 feet, and a tangent length of 88.40 feet;

THENCE along said curve to the left, continuing along the east line of FM 544, an arc distance of 173.25 feet to the end of said curve;

THENCE North $89^{\circ} 40' 33''$ East, along a right-of-way offset, a distance of 5.00 feet to a point for corner;

7-6

THENCE North $00^{\circ} 19' 27''$ West, along the east line of FM 544, a distance of 621.30 feet to the beginning of a curve to the left having a central angle of $15^{\circ} 36' 25''$, a radius of 612.96 feet, and a tangent length of 84.00 feet;

THENCE along said curve to the left and continuing along the east line of FM 544, an arc distance of 166.97 feet to a point of departure from the right-of-way line;

THENCE North $00^{\circ} 26' 47''$ West, a distance of 163.13 feet to a point for corner;

THENCE South $60^{\circ} 26' 47''$ East, a distance of 210.56 feet to the beginning of a curve to the right having a central angle of $19^{\circ} 43' 00''$, a radius of 1,718.87 feet, and a tangent length of 298.70 feet;

THENCE along said curve to the right, an arc distance of 591.50 feet to the end of said curve;

THENCE South $40^{\circ} 43' 47''$ East, a distance of 30.57 feet to the beginning of a curve to the left having a central angle of $26^{\circ} 15' 00''$, a radius of 1,250.09 feet, and a tangent length of 291.48 feet;

THENCE along said curve to the left, an arc distance of 572.73 feet to the end of said curve;

THENCE South $66^{\circ} 58' 47''$ East, a distance of 190.00 feet to a point for corner;

THENCE South $23^{\circ} 01' 13''$ West, a distance of 428.10 feet to the beginning of a curve to the left having a central angle of $23^{\circ} 01' 56''$, a radius of 1,637.02 feet, and a tangent length of 333.54 feet;

THENCE along said curve to the left, an arc distance of 658.06 feet to the end of said curve;

THENCE South $00^{\circ} 00' 43''$ East, a distance of 194.72 feet to the POINT OF BEGINNING and CONTAINING 40.1602 acres of land.

7-7