

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON NOVEMBER 12, 2007, FOLLOWED BY PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|-----|--|-----------|---------|
| I. | Legal Advice | Wetherbee | 5 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| | B. Issues related to annexation of Air Park area located south of Park Boulevard | | 15 min. |
| II. | Personnel | Council | 10 min. |
| | A. Evaluation of Council Appointees | | |

PRELIMINARY OPEN MEETING

- | | | | |
|------|---|----------------------------------|---------|
| I. | Consideration and action resulting from Executive Session discussion: | Council | 5 min. |
| II. | Personnel Appointments
Civil Service Commission
Cultural Affairs Commission
Library Advisory Board
Retirement Security Plan Committee | Council | 5 min. |
| III. | Plano Chamber of Commerce Presentation | Brad Shanklin
President & CEO | 15 min. |

IV.	Discussion and Direction re Workforce Housing Study	Zimmerman	15 min.
V.	Council items for discussion/action on future agendas	Council	5 min.
VI.	Consent and Regular Agenda	Council	5 min.
VII.	Council Reports	Council	5 min.
	A. Council May Receive Information, discuss and provide direction on the following reports:		
	B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees		

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

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

REVISED

CITY COUNCIL

1520 AVENUE K



DATE: November 12, 2007

CALL TO ORDER: 7:00 p.m.

INVOCATION: Dr. Leon Aduddell
First Baptist Church of Plano

PLEDGE OF ALLEGIANCE: Plano American Legion Honor Guard

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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>Proclamation: Veterans Day Proclamation: National Adoption Month- 2007 Presentation: \$49,000 Grant to the City of Plano by The Plano Arts and Cultural Endowment</p> <p><u>CERTIFICATES OF APPRECIATION</u></p> <p>Civil Service Commission - R. James Akers Cultural Affairs Commission - Beth Weingarden Library Advisory Board - R. James Akers</p> <p><u>OATHS OF OFFICE</u></p> <p>Planning & Zoning Commission - Beth Weingarden Transportation Advisory Committee - Arnold Picon, P.E.</p> <p><u>THE CITY SECRETARY RECEIVES SPEAKER CARDS AT THE BEGINNING OF THE MEETING</u></p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>(a) October 22, 2007 October 29, 2007 November 1, 2007</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) To reject Bid No. 2007-224-B for Parkwood Boulevard Median Tree Planting and Irrigation and 2004-05 Median Landscaping, Project Nos. 5744 and 5578 to C. Green Scaping, L.P., in the amount of \$269,226.</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(c) To approve a Engineering Services Agreement contract by and between the City of Plano and Arredondo, Zepeda & Brunz, L.L.C., in the amount of \$128,357, for Engineering Design Services for Plano Parkway, from Midway Road to West City Limits; and authorizing the City Manager to execute all necessary documents.</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>(d) To approve the purchase of (1) 6-Post Mobile Lifting System (90,000 lb. capacity); (8) Mobile Support Stands (Tall/15,000 lb. capacity); (4) Pairs of Reduction Sleeves (for smaller tire diameter 13" rim); (1) Heavy Duty Air/Hydraulic Transmission Jack; (1) 4-Post Mobile Lifting System (60,000 lb. capacity); (2) 2-Step Air/Hydraulic, 6.7" Head (33,000/66 lb. capacity); (2) 2" Extension for 2-Step; (2) 4" Extension for 2-Step; (2) 14" Extension for 2-Step in the amount of \$101,905 from Automotive Resources, Inc. through an existing contract/agreement with Texas Association of School Board Purchasing Program contract and authorizing the City Manager to execute all necessary documents. (239-05)</p> <p>(e) To authorize the renewal of the Maintenance Agreement for CommVault Backup Software, in the amount of \$61,096 from Dell, through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-192).</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(f)	To approve the purchase of servers for the Event Log Management Implementation and blade enclosure, in the amount of \$65,565 from Hewlett Packard Company through an existing contract/agreement with Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents (DIR Contract No. DIR-SDD-233).	
(g)	To approve of a contract/agreement to obtain Security Consulting Services from Internetwork Experts (INX), in the amount of \$64,299 through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-239)	
(h)	To approve purchase from an existing contract/agreement to authorize the purchase of Gartner Membership Seats in the amount of \$51,510 from Gartner through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-204)	
Approval of Change Order		
(i)	To Dal-Tech Engineering, Inc., increasing the Professional Services Contract by \$22,700 for the Alma Drive Widening project from Spicewood Drive to Hedgcoxe Road, Contract Modification No. 2.	
(j)	To Ed Bell Construction Company, increasing the contract by \$33,260 for Parker Road – K Avenue to Raton Lane, Change Order No. 1 (Bid No. 2007-109-B). This change order provides for additional driveway, sidewalk, street light, and water line work not set up in the original contract but determined to be a necessary part of the project.	
Public Improvement Agreement		
(k)	To approve the terms and conditions of a Public Improvement Agreement by and between the City of Plano, Texas, and Wolverine Equities Company 2000 Highway 190 L.P in the amount of \$100,000, for participation in the Mapleshade Lift Station located south of Mapleshade Lane between Ohio Drive and Coit Road.	
<u>Adoption of Resolutions</u>		
(l)	To approve the terms and conditions of agreements between the City of Plano, Texas, and various Heritage Preservation Organizations which render services that are beneficial to the public and serve a valid public purpose in the total amount of \$677,710; authorizing the City Manager to execute such agreements with these organizations for the provision of support of heritage preservation; and providing an effective date.	
(m)	To approve the terms and conditions of a cost reimbursement agreement by and between the City of Plano and the Office of the Attorney General of Texas for participation in the Project Safe Neighborhoods Grant; authorizing it execution by the City Manager; and providing an effective date.	
(n)	To approve the terms and conditions of a First Amendment to Option Contract by and between RH 15th Condos One, LTD. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(o)	To find Ron Kress, Michael Nunns, Scott Copeland and Jon Britton are entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Tray Boswell v. Ron Kress, Michael Nunns, Scott Copeland and Jon Britton; and providing an effective date.	
(p)	To approve the conveyance of a portion of land by the Arts of Collin County Commission, Inc. to the City of Allen, Collin County, Texas to construct and maintain Exchange Parkway and Ridgeview Drive and related Public Utilities; providing a severability clause; and providing an effective date.	
(q)	To approve the terms and conditions of a Local Transportation Project Advance Funding Agreement between the State of Texas and the City of Plano for reconstruction of the US 75 and Parker Road interchange; authorizing its execution by the City Manager; and providing an effective date.	
(r)	To exempt certain municipal-owned vehicles from requirements of Section 721.004 of the Texas Transportation Code; providing a repealer clause and an effective date.	
(s)	To approve the terms and conditions of an agreement by and between Mid-Continental Restoration Company, Inc. and the City of Plano in the amount of \$65,000 for repairs needed to waterproof the lower floor of the Cox Building in accordance with the plans and specifications as prepared by the City's architects and engineers; approving its execution by the City Manager; and providing an effective date.	
<u>Adoption of Ordinances</u>		
(t)	To amend Section II of Ordinance No. 2004-8-11, currently codified as Chapter 6, Article VIII, Plumbing Code, Division 2, Section 6-239, Subsection "Tables 605.4 and 605.5" of the City of Plano Code of Ordinances, by identifying certain materials for "Water-Service-Pipe" and "Water Distribution Pipe" tables in the International Plumbing Code to add, amend and delete the use of certain materials under concrete slabs; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date.	
(u)	To add Section I of Ordinance No. 2004-8-9, currently codified as Chapter 6, Article XX, Residential Code, Division 2, Section 6-710, Subsection "Table P2904.4.1" of the City of Plano Code of Ordinances by identifying certain materials for "Water Service, Supply and Distribution Piping" Section 2904.5.1 of the International Residential Code to add, amend, and delete the use of certain materials under concrete slabs; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(v)	<p>To repeal Division 3, Sections 12-226, 12-227, 12-228, 12-229, 12-230, 12-231, and 12-232 of Chapter 12, “Motor Vehicles and Traffic,” of the City of Plano Code of Ordinances, and replacing with revised and renumbered regulations, which include amended provisions changing the definition of “Junked Vehicle” and “Antique Auto” to conform to State law, allowing a person receiving notice regarding a junked vehicle to request a hearing within 10 days of the date on the notification, and establishing notification procedures for a Public Hearing on towing a Junked Vehicle should the person not respond to the initial notice; and providing a repealer clause, a penalty clause, a severability clause, and an effective date</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>A Change Order to Motorola, Inc. through an existing contract/agreement with Houston Galveston Area Council (HGAC), increasing the original contract by \$194,854 for a 300-foot tower with fence to extend the Wireless Mesh Network City Wide Build-Out Phase I. (HGAC Contract No. RA01-06). Change Order No. 1.</p>	
(2)	<p>A Public Hearing pursuant to House Bill 621, Goods-in-Transit as defined by Texas Tax Code 11.253(a)(2), to take effect on January 1, 2008 which allows the governing body of a taxing unit, after a public hearing, to provide for the continued taxation of such goods-in-transit.</p>	
(3)	<p>A Public Hearing by the City Council of the City of Plano, Texas, pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of a City of Plano park and known as the Preston Meadow park site for a Communications Facilities License Agreement for cellular equipment attached to and at the base of the existing TXU Electric transmission tower.</p>	
(4)	<p>An Ordinance to approve a project, requiring the use or taking of a portion of City of Plano public park land, known as the Preston Meadow park site; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(5)	<p>A Resolution to approve the terms and conditions of a Communications Facilities License Agreement by and between the City of Plano, Texas, and T-Mobile Texas, L.P. by T-Mobile West Corporation, a Delaware corporation, to locate, place, attach, install, and operate, Telecommunications Ground Equipment in certain specific portions of City of Plano public park land, known as the Preston Meadow park site, authorizing its execution by the City Manager; and providing an effective date.</p>	
(6)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-39 –To repeal in its entirety Ordinance No. 91-4-31; thereby rescinding Specific Use Permit No. 110 for the additional use of Private Club on one lot on 0.1± acre of land, located on the east side of Coit Road, 475± feet north of Park Boulevard in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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 2007-40- To repeal in its entirety Ordinance No. 88-12-23; thereby rescinding Specific Use Permit No. 111 for the additional use of Private Club on one lot on 0.1± acre of land, located on the north side of Plano Parkway, 1,100± feet east of Alma Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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>	
(8)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-41 –To repeal in its entirety Ordinance No. 86-8-11; thereby rescinding Specific Use Permit No. 115 for the additional use of Private Club on one lot on 0.1± acre of land, located on the north side of Park Boulevard, 755± feet west of Ohio Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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>	
(9)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-42 –To further amend Ordinance No. 86-11-32; thereby rescinding Specific Use Permit No. 123 for Private Club but retaining Specific Use Permit No. 126 for Arcade and Specific Use No. 127 for Day Care Center on one lot on 4.2± acres of land, located on the west side of K Avenue, 603± feet north of Park Boulevard in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(10)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-43 – To repeal in its entirety Ordinance No. 93-11-22; thereby rescinding Specific Use Permit No. 125 for the additional use of Private Club on one lot on 0.1± acre of land, located on the west side of U.S. Highway 75, 768± feet south of Ruisseau Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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>	
(11)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-44 –To repeal in its entirety Ordinance No. 94-8-12; thereby rescinding Specific Use Permit No. 136 for the additional use of Private Club on one lot on 0.1± acre of land, located at the southwest corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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>	
(12)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-45 –To repeal in its entirety Ordinance No. 88-5-29; thereby rescinding Specific Use Permit No. 153 for the additional use of Private Club on one lot on 3.7± acres of land, located on the north side of Plano Parkway, 251± feet east of Preston Road in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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>	
(13)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-46 – To repeal in its entirety Ordinance No. 89-1-15; thereby rescinding Specific Use Permit No. 154 for the additional use of Private Club on one lot on 0.1± acre of land, located on the east side of U.S. Highway 75, 794± feet north of Plano Parkway in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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>	
(14)	<p>A Resolution of the City Council of the City of Plano, Texas, to cast its ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(15)	<p>A Resolution of the City Council of the City of Plano, Texas, to cast its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



Pat Evans
Mayor

Sally Magnuson
Mayor Pro Tem

Jean Callison
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Scott Johnson
Place 2

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

November 7, 2007

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

Honorable Mayor and City Council:

We will begin our meeting Monday evening with legal advice and an update regarding annexation of the Air Park area. Also in Executive Session, we will continue the evaluation process of Council appointees.

The Preliminary Open Meeting agenda will consist of several personnel appointments and a presentation by Brad Shanklin regarding Plano Chamber of Commerce activities. Jeff Zimmerman will conclude the preliminary meeting with discussion regarding the implementation of the Workforce Housing Study.

I look forward to seeing you Monday evening.

Sincerely yours,


Thomas H. Muehlenbeck
City Manager

THM/cp

MEMO

DATE: November 6, 2007

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

FROM: Kristy Land, Assistant City Secretary

RE: Personnel Appointments -
Worksession Meeting

The following appointments will be considered at the November 12, 2007 Council Meeting.

<p><u>Executive Meeting</u></p> <p>No items to be discussed.</p>	<p><u>Worksession Meeting</u></p> <p>Civil Service Commission Cultural Affairs Commission Library Advisory Board Retirement Security Plan Committee</p>
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Preliminary Open Meeting Agenda Item III

Chamber Presentation

Brad Shanklin

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MEMORANDUM

DATE: November 6, 2007

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

FROM: Kate Perry, Senior Planner
Jeff Zimmerman, Long Range Planning Manager

SUBJECT: Implementation – Workforce Housing Study

Pursuant to previous discussions with you, we respectfully request the opportunity to discuss implementation efforts related to the Workforce Housing Study with the City Council at the **November 12th** preliminary open meeting. We would like to provide a progress report and seek the City Council's input and direction for implementing two of the study's proposals.

The study was adopted by the City Council in December of 2006 and its primary recommendations were:

- 1. Develop a public awareness program including an "information clearinghouse" to link current and prospective Plano residents with a broad range of resources about locating, buying, financing, maintaining, repairing, remodeling, landscaping, and improving the energy efficiency of homes.**
- 2. Explore the creation of a benefit program for City employees that could assist them in purchasing Plano homes, closer to their workplaces, and allow it to serve as a model for other Plano employers wishing to improve their ability to recruit and retain qualified employees.**
- 3. Analyze the creation of a housing trust fund or similar program providing financial incentives for persons reinvesting in older, owner-occupied homes in Plano.**

The "Information Clearinghouse" noted in Item No. 1 is nearing completion and will be added to the City's website in a few weeks. In addition, staff is working with a volunteer architect to create a "Design Book" describing and illustrating approaches that homeowners could use to reduce energy costs and update older Plano homes.

Staff has developed basic strategies for addressing Items 2 and 3 as summarized below:

IV a

Employer Assisted Housing

Description:

The Workforce Housing Study proposed that the City establish a pilot program to assist its own employees in acquiring homes closer to their places of work as a benefit for staff recruitment and retention. It was suggested that the City's program could serve as a model that other Plano employers could use to help their employees find suitable, affordable housing and reduce commute times.

Program Components:

1. Limit assistance to homes that are at or below the value affordable to persons in the workforce income range. Based on our research, homes with an approximate value of \$175,000 or less should be the focus of the reinvestment program because they are generally affordable to persons in the "workforce" category. Based on federal guidelines "workforce" households have incomes between 80% and 120% of the area's median income. They would not be eligible for federal funded programs like those offered by the City's Neighborhood Services Division.
2. Require that homes must be located in Plano and if an employee is moving from one location to another within the city, the home must be closer to the workplace. The program could also be targeted to specific neighborhoods where reinvestment would have the strongest impact.
3. Provide assistance in the form of a one time grant to cover closing costs and necessary structural and mechanical improvements up to a certain maximum amount. Improvements specifically related to energy efficiency should be considered as this will reduce monthly living expenses.
4. Require that employees must remain with the City and continue to live in the house for a minimum period of time or provide reimbursement.

Housing Reinvestment Incentives

Description:

Reinvesting in the existing housing stock is critical for stabilizing neighborhoods and ensuring that Plano has suitable, affordable housing for the primary workforce that service its business sector. The intent is to encourage homeowners to reinvest in the existing housing stock instead of relocating to another community. Persons within the workforce category could typically not afford a home a greater than \$175,000.

The cities of Richardson and Farmers Branch have established incentive programs for improving residential properties, but neither appears to be based on increasing opportunities for workforce housing. (Brief descriptions of their programs are provided in the Appendix.)

Program Components:

Below are components around which the City of Plano may wish to organize a housing reinvestment program:

1. Provide for “reinvestment refunds” based on a specified percentage of the verified costs of certain home improvements. For example, a 10% refund rate would result in a \$1,000 lump sum payment towards a \$10,000 foundation repair project.
2. Limit the projects to a minimum improvement cost of \$5,000 and a maximum of \$25,000. The minimum is necessary to make administration of the program cost effective. The maximum is necessary to make the program available to multiple participants.
3. Establish a minimum improvement cost to justify administrative expenses and a maximum amount to make the refunds available to a larger number of participants.
4. Establish a minimum age for the house of 20 or 25 years to promote reinvestment in older homes more likely to require significant repairs and or renovation.
5. Limit the eligibility to homes that are valued at \$175,000 or less so that they are affordable to households within the workforce income range.
6. Consider targeting a certain neighborhood(s) for each year of the program and linking it with concentrated Property Standards, Neighborhood Planning, and Community Development Block Grant Housing Rehabilitation efforts. The results could be more visible and effective than a scattered, non-targeted approach. Criteria could be established to prioritize neighborhoods and measure effectiveness of the program.

CITY COUNCIL DIRECTION:

Assistance and incentive programs of this type must serve a **valid public purpose** to warrant the expenditure of City funds. Staff seeks the City Council’s determination that the two programs described above serve a valid public purpose and its direction to move forward with their development.

Attachment (Appendix)

xc: Phyllis Jarrell, Planning Director

IVC

APPENDIX
HOUSING INCENTIVE PROGRAMS – OTHER CITIES

Before developing parameters for a possible housing reinvestment program, City staff reviewed materials and spoke with various staff members from the cities of Richardson and Farmers Branch regarding incentives that they use to encourage reinvestment in residential properties. Both cities consider the programs to have economic development merit and the incentives are provided in the form of Chapter 380 (of the Texas Local Government Code) Grants. The City of Plano currently uses Chapter 380 grants in conjunction with business recruitment and retention. Below are brief descriptions of the programs offered by these two cities:

1. Richardson - Richardson's program requires a minimum investment of \$20,000 and the incentive is based on the increase in property taxes resulting from the improvement. Upon completion of a project that may involve rehabilitation, remodeling, additional space, or demolition and reconstruction, the new appraised value of the property is compared to the previous value and the new ad valorem city tax is calculated. If the property taxes have increased, the property owner is eligible to receive a one time, lump sum payment equal to ten times the yearly tax increase. If property taxes were \$1,000 and increased to \$1,500 after the improvements, the lump sum incentive would equal the difference of \$500 multiplied by ten or \$5,000.

Improvements which do not increase the taxable value of a property would not be promoted by this type of incentive. For example, roof replacement, foundation repair, and mechanical upgrades do not typically increase the taxable value of properties and are unlikely to qualify for an incentive based on property taxes. Such improvements are necessary to maintain the viability of individual homes and help to stabilize neighborhoods over time, even if they do not have an immediate impact on taxable value. If Plano's program is focused on workforce housing, the \$20,000 minimum improvement cost and the property tax increase criteria may not produce the desired results.

2. Farmers Branch offers an exterior improvements program with a minimum cost of \$2,000 and a remodeling program that requires a minimum investment of \$50,000. Farmers Branch also has a new home incentive program that primarily applies to "tear-downs" and "rebuilt." The exterior program provides gift cards from local home improvement stores, a 50% rebate on permit fees, and a cash grant of 1% of improvement costs. The remodeling program includes free services for a year (i.e. WiFi service, recreation center membership, water and sewer, etc.), 50% rebate on permit fees, and a cash grant of 2% of the improvement costs. The new home program provides for free services and a cash grant of 2% of the homes purchase amount. Based on the administrative costs for such a program, the \$2,000 minimum appears to be low. On the other hand, the \$50,000 minimum for the remodeling incentive may discourage participation by those with properties that would benefit most from the program. The program does not specifically address workforce housing or seek to increase assessed property values.

Discussion/Action Items for Future Council Agendas

2007

November 6 – 9, TML Conference, Dallas

November 13 – 17, NLC Conference, New Orleans

November 22 & 23 – Thanksgiving Holidays

November 27

Mobility Report

DART Report

Comprehensive Monthly Financial Report

6 EH	Public Hearing: Zoning Case 2007-47 - Request to rescind Specific Use Permit #165 for Private Club on one lot on 0.9± acre located on the east side of U.S. Highway 75, 808± feet north of Parker Road. Zoned Corridor Commercial. Applicant: City of Plano	APPROVED 8-0, WILL BE FORWARDED TO CC ON 11/27/07
7 EH	Public Hearing: Zoning Case 2007-48 - Request to rescind Specific Use Permit #176 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 838± feet north of Parker Road. Zoned Corridor Commercial. Applicant: City of Plano	APPROVED 8-0, WILL BE FORWARDED TO CC ON 11/27/07
8 TF	Public Hearing: Zoning Case 2007-49 - Request to rescind Specific Use Permit #178 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 1,450± feet south of 15th Street. Zoned Corridor Commercial. Applicant: City of Plano	APPROVED 8-0, WILL BE FORWARDED TO CC ON 11/27/07
9 TF	Public Hearing: Zoning Case 2007-50 - Request to rescind Specific Use Permit #182 for Private Club on one lot on 2.0± acres located at the northeast corner of U.S. Highway 75 and Plano Parkway. Zoned Corridor Commercial. Applicant: City of Plano	APPROVED 8-0, WILL BE FORWARDED TO CC ON 11/27/07
10 TE	Public Hearing: Zoning Case 2007-51 - Request to rescind Specific Use Permit #201 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 393± feet north of Enterprise Drive. Zoned Corridor Commercial. Applicant: City of Plano	APPROVED 8-0, WILL BE FORWARDED TO CC ON 11/27/07
11 TE	Public Hearing: Zoning Case 2007-52 - Request to rescind Specific Use Permit #202 for Private Club on one lot on 0.1± acre located at the northwest corner of Parker Road and Silverstone Drive. Zoned Planned Development-90-Retail. Applicant: City of Plano	APPROVED 8-0, WILL BE FORWARDED TO CC ON 11/27/07

*pom
mva*

12 BT	Public Hearing: Zoning Case 2007-53 - Request to rescind Specific Use Permit #204 for Private Club on one lot on 1.5± acres located on the east side of U.S. Highway 75, 380± feet north of Plano Parkway. Zoned Corridor Commercial. Applicant: City of Plano	APPROVED 8-0, WILL BE FORWARDED TO CC ON 11/27/07
13 BT	Public Hearing: Zoning Case 2007-54 - Request to rescind Specific Use Permit #205 for Private Club on one lot on 1.9± acres located on the north side of 15th Street, 168± feet west of U.S. Highway 75. Zoned Planned Development-469-Corridor Commercial. Applicant: City of Plano	APPROVED 8-0, WILL BE FORWARDED TO CC ON 11/27/07

December 10

December 18

Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 24 & 25 – Christmas & Winter Holidays

2008

January 1 – New Year’s Day

January 14

January 21 – MLK Holiday

January 28

Mobility Report
DART Report
Comprehensive Monthly Financial Report

February 11

February 21 – District 1 Roundtable, Plano Centre, 7 p.m.

February 25

Mobility Report
DART Report

*Pom
Vb*

Comprehensive Monthly Financial Report

***March 4**

March 8 – 12 – NLC Congressional Cities Conference

***March 25**

Mobility Report

DART Report

Comprehensive Monthly Financial Report

3-Year Financial Forecast

April 14

April 28

Mobility Report

DART Report

Comprehensive Monthly Financial Report

May 10 – Election Day

May 12

Law Enforcement Memorial Service, 1 p.m.

May 20 – Canvass Day

May 26 – Memorial Day

May 27

Mobility Report

DART Report

Comprehensive Monthly Financial Report

June 5 – District 3 Roundtable, PSA StarCenter, 7 p.m.

June 25 – City Council Retreat

August 21 – District 4 Roundtable, PSA StarCenter, 7 p.m.

pom/vc

November 20 – District 2 Roundtable, Sockwell Center, 7 p.m.

Dom Vd



**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:	11/12/07	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	10/11
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: Veterans Day				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 11/12/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:			City Manager	
Agenda Coordinator (include phone #):		Sharon Wright ext. 7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: National Adoption Month - 2007				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 11/12/07			Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office			Initials	Date
Department Head	Tom Muehlenbeck		Executive Director		
Dept Signature:			City Manager		
Agenda Coordinator (include phone #):			Sharon Wright ext. 7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER					
CAPTION					
Presentation: \$49,000 Grant To the City of Plano by The Plano Arts and Cultural Endowment					
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		

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
OCTOBER 22, 2007**

COUNCIL MEMBERS

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

STAFF

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

Mayor Pro Tem Magnuson called the meeting to order at 5:05 p.m., Monday, October 22, 2007, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Evans. Mayor Pro Tem Magnuson then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071, to discuss Personnel, Section 551.074 and to discuss Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Pro Tem Magnuson reconvened the meeting back into the Preliminary Open Meeting at 6:13 p.m. in the Council Chambers where the following matters were discussed:

**Consideration and Action Resulting from Executive Session Discussion:
Personnel Appointments**

Planning and Zoning Commission

Upon a motion made by Council Member Johnson and seconded by Council Member Ellerbe, the Council voted 7-0 to appoint Beth Weingarden to a one-year term as a member.

Retirement Security Plan Committee

The Council deferred discussion of this item.

a-1

Personnel Appointments

Transportation Advisory Committee

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Deputy Mayor Pro Tem Callison, the Council voted 8-0 to appoint Arnold Picon as a member.

Discussion and Direction Regarding NLC Voting Delegate and Alternate

City Manager Muehlenbeck spoke to the recommendation of Council Member Johnson as voting delegate. Upon a motion made by Council Member Stahel and seconded by Council Member Dunlap, the Council voted 7-0 to concur with the recommendation of Council Member Johnson as the City of Plano voting delegate to NLC.

Presentation & Update on UTD Programs

Dr. David E. Daniel, UTD President, spoke to the history and vision for the university to develop bright minds and compete both nationally and globally. He spoke to the school starting as a graduate institute and the admission of freshmen in 1990, current enrollment of 15,000 with 80% of students earning degrees in the sciences, engineering and business. Dr. Daniel spoke to focusing on high-quality students, offering more than 150 degrees and providing skills for cities including the Certificate in Local Government Management program. He spoke regarding the arts and technology programs, outstanding faculty and alumni and recognition of the school in the areas of engineering and business. Dr. Daniel spoke to the school having national chess champions, most collegiate cheerleaders and stated that almost one-half of the degrees are awarded to those who are the first in their family to do so. He spoke regarding celebrating community with partnerships, family day and various children's camps.

Mr. Daniel spoke regarding the mission and vision of UTD to become one of the nation's best research universities and to the economic impact of successful universities. He spoke regarding increased research funding, additional faculty and students and reviewed new facilities and construction planned to make the campus a destination. Dr. Daniel spoke to the university continuing to grow, seeding new businesses, spreading cultural and artistic development and attracting people. He further thanked the Council and presented a photograph of the new National Science and Engineering Research Lab.

Personnel Appointments

Cultural Affairs Commission

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member LaRosiliere, the Council voted 7-0 to appoint Christopher Griffith as Chair.

a-2

DART Report

DART Board Representative Paulk spoke regarding the budget approved in October, fare increases and Public Hearings planned regarding service changes which will address route duplication and opportunities for realignment. She spoke to meetings held with the City Manager and key Staff regarding topics including the status of the Parker Road Station and fund application for structured parking, funding for construction at the West Side Park and Ride, double-tracking along the Cottonbelt, and senior transportation needs. Ms. Paulk spoke to DART's use of input from City Staff regarding current and projected senior needs to assess the feasibility of on-call services. She advised that there is no activity to report at this time regarding legislation.

Discussion and Direction Regarding NLC Voting Delegate and Alternate

Upon a motion made by Council Member Dunlap and seconded by Council Member LaRosiliere, the Council voted 7-0 to name Council Member Stahel as the alternate voting representative for NLC.

North Texas Municipal Water District Contract Options

Executive Director of the North Texas Municipal Water District (NTMWD) Jim Parks addressed the Council regarding review of the current rate methodology and possible amendment to the water contract. He advised that amendment of the contract would have three steps: a simple majority of the board of directors to authorize an amendment to be prepared; unanimous approval of all thirteen member cities; and depending on the type of amendment, a 51% approval of holders of current outstanding debt.

Mr. Parks advised that a consultant has reviewed ten possible amendments and stated that the impact of each varies for each City and can vary over time. He spoke to amendment being acceptable to the administrative staff from the standpoint of operation and the challenge of reaching a consensus by member cities. Mr. Parks spoke to the contract being in place over fifty years, the growth of cities over time, concerns regarding equity and providing information to the cities.

Mr. Parks responded to the Council, stating that new debt going forward could be referenced in any amendment and Council Member Johnson spoke to those with new debt having no vote on future contract changes so long as the result is revenue neutral. Mr. Parks advised that financing is done through revenue bonds sold on the open market and that no cities themselves are bond holders and regarding the savings to Plano under some of the scenarios. He responded to the Council, stating that there is not a consensus among the member cities and regarding the issues of equity. Council Member Stahel spoke regarding conservation being an important ingredient in going forward and Mr. Parks spoke regarding member cities setting new maximum annual demands in 2006 and to the lack of incentive for conservation.

a-3

Council Member Johnson spoke to cities being penalized for conservation efforts, the contract being out of date and the possibility the state may change it. City Manager Muehlenbeck advised that the City was 8 billion gallons short of the take-or-pay contract during water rationing/increased rainfall. Council Member Ellerbe spoke to looking at providing for the needs of the population today as well as in the future and regarding consideration of an alternative to address conservation needs. City Manager Muehlenbeck stated that eight member cities have indicated they do not want an amendment and are concerned with current conditions. Mr. Parks spoke to encouraging cities to look towards their maturity and to his reporting and reacting to a board of directors appointed by member cities. Council Members Stahel and Ellerbe spoke to requesting cities provide information regarding projections.

Council Member Johnson spoke to providing written information to the NTMWD Board and other member cities regarding conservation purposes, inequities of penalties for conserving water and possible intervention of the state and Deputy Mayor Pro Tem Callison spoke in support. Mr. Johnson spoke to the district providing low water rates as compared to others in the area.

Mayor Pro Tem Magnuson convened the Preliminary Meeting directly into the Regular Meeting at 7:01 p.m. where remaining items were discussed.

Sally Magnuson, Mayor Pro Tem

ATTEST:

Diane Zucco, City Secretary

a-4

PLANO CITY COUNCIL
October 22, 2007

COUNCIL MEMBERS

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

STAFF

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

Mayor Pro Tem Magnuson convened the Council directly into the Regular Session from the Preliminary Open Meeting on Monday, October 22, 2007, at 7:01 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with exception of Mayor Evans.

The invocation was led by Council Member LaRosiliere.

The Pledge of Allegiance was led by Cub Scout Pack 421 of Andrews Elementary.

SPECIAL RECONGITIONS AND PROCLAMATIONS

Mayor Pro Tem Magnuson recognized Mary Zumwalt, Ms. Texas Senior America and Susan Beckley-Helt for 25 years of Service to the City of Plano. She further presented proclamations recognizing Animal Shelter Appreciation Week and Arbor Day, 2007.

OATHS OF OFFICE

Mayor Pro Tem Magnuson administered oaths of office to incoming and reappointed members of the boards and commissions.

CERTIFICATES OF APPRECIATION

Mayor Pro Tem Magnuson presented Certificates of Appreciation to outgoing members of the boards and commissions.

a-5

BOARD AND COMMISSION REPORT

Plano Youth Advisory Commission Chair Asta Feng spoke to their mission to be the voice of the Plano teen community by exploring issues and developing activities which will promote positive youth relations with and for the City of Plano. She spoke to Commission projects including the mock alcohol-related car crashes, Christmas parade participation, government day, assisting with Kid's Night Out and attendance at the "GateKeeper Program." Ms. Feng spoke to the Commission providing government knowledge and YacFest held in the Spring. Deputy Mayor Pro Tem Callison spoke to members of the Commission attending the National League of Cities Conference.

COMMENTS OF PUBLIC INTEREST

Jack Lagos, citizen of the City, requested clarification on the status of Plano Economic Development Board (PEDB) Director Sally Bane and City Manager Muehlenbeck responded that she is a City employee. Mr. Lagos spoke to her signature on the tax returns for the board which is a private entity as being against the Code of Conduct for employees. He spoke to the PEDB funding coming from public sources and to the Chief Operating Office of Granite Properties acting as the secretary for the PEDB. Mr. Lagos spoke to the location of PEDB and companies receiving economic development funding being located at Granite Properties.

The Council resumed discussion of items from the Preliminary Open Meeting.

CONSENT AGENDA

City Manager Muehlenbeck requested Consent Agenda Item "L," a resolution to approve the terms and conditions of a Settlement and Release Agreement by and between Oncor Electric Delivery Company and the City of Plano, be removed for individual consideration.

Council Member Stahel requested that Consent Agenda Items "T," a resolution to terminate the contract entered into by and between Garrison Enterprises, Inc., dba Digital Health, Inc., for Bid CSP No. 2006-133-B for the purchase of Inspection Software System in the amount of \$57,900; and "U," a resolution to approve the terms and conditions of a Support Services Agreement with SunGard HTE, Inc. for the maintenance and support of SunGard HTE Software Applications; be removed for individual consideration due to possible conflicts of interest.

Citizen Jack Lagos requested that Consent Agenda Item "M," a resolution to approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Invensys Systems Inc., and "N," a resolution to approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Terex Corporation, a resolution be removed for individual consideration.

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

Approval of Minutes [Consent Agenda Item (A)]

October 8, 2007

a-6

Approval of Expenditures

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

Bid No. 2007-208-B for the Parkwood Boulevard Widening – Park Boulevard to Spring Creek Parkway street project, to Tiseo Paving Company, Inc., in the amount of \$4,145,991. [Consent Agenda Item (B)] (See Exhibit “A”)

Bid No. 2007-209-C for Environmental Waste Truck Parts to Heil of Texas, RLS Services, and SWS. This will establish an annual fixed price contract with three optional one-year renewals in the total estimated annual amount of \$333,960. [Consent Agenda Item (C)] (See Exhibit “B”)

Bid No. 2007-216-C for Printing Services for the Parks and Recreation Leisure Catalog to DFW Printing in the annual amount of \$86,592. This will secure unit pricing and establish an annual fixed price contract for one year with three City optional renewals. [Consent Agenda Item (D)] (See Exhibit “C”)

Bid No. 2007-218-B, 2006-2007 Screening Wall Panel Replacement Project- Re-bid to Ratliff Hardscape, LTD. in the amount of \$323,300. This project involves the demolition and reconstruction of “thin wall” screening wall panels around various subdivisions in the City. [Consent Agenda Item (E)] (See Exhibit “D”)

Bid No. 2007-219-B, 2007-2008 Residential and Arterial Pavement Under- sealing and Raising Contract to URETEK USA, Inc., in the amount of \$1,660,200. This project will involve the injection of high density polyurethane foam to under-seal and raise street and alley pavement on residential and arterial thoroughfare locations identified by the City. [Consent Agenda Item (F)] (See Exhibit “E”)

RFQ No. 2007-59-B for an Emergency Medical Services System analysis for the City of Plano Fire Department to Matrix Consulting Group in the amount of \$61,900. [Consent Agenda Item (G)] (See Exhibit “F”)

Approval of Contract

To Connolly Architects, Inc., in the amount of \$367,930, for design, bidding and construction administration of an addition to the Animal Shelter. [Consent Agenda Item (H)]

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 approve of the purchase of labor and materials for mechanical, electrical and fire protection system modifications at the Joint-Use Facility, in the amount of \$171,366 from Centennial Contractors Enterprises, Inc. through an existing contract/agreement with Texas Cooperative Purchasing Network (TCPN), and authorizing the City Manager to execute all necessary documents. (TCPN Vendor Contract No. R4538) [Consent Agenda Item (I)]

a-7

Change Order: (Change to current City of Plano contract allowable under State law)

To Core Construction increasing the contract by \$155,586 for the Tom Muehlenbeck Center project, Change Order No. 6 (Bid No. 2006-39-B). [Consent Agenda Item (J)]

Adoption of Resolutions

Resolution No. 2007-10-24(R): To approve and authorize the refunds of Property Tax Overpayments; and providing an effective date. [Consent Agenda Item (K)]

Resolution No. 2007-10-25(R): To authorize the purchase of a service agreement from 3M Library Systems, suppliers of maintenance for 3M equipment in the amount of \$50,611 for the Plano Public Library System; 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. **Resolution No. 2007-10-34(R):** To approve the terms and conditions of a Settlement and Release Agreement by and between Oncor Electric Delivery Company and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (O)]

Resolution No. 2007-10-26(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County, Texas, for the widening and extension of Parkwood Boulevard from Park Boulevard to Spring Creek Parkway; authorizing its execution by the City Manager and providing an effective date. [Consent Agenda Item (P)]

Resolution No. 2007-10-27(R): To approve the terms and conditions of the Funding Agreements between the City of Plano, Texas, and various arts organizations, which all render services that are beneficial to the public and serve a valid public purpose; authorizing the City Manager to execute such agreements with these organizations for provision of support of the arts; and providing an effective date. [Consent Agenda Item (Q)]

Resolution No. 2007-10-28(R): To approve the terms and conditions of the Funding Agreement between the City of Plano and Plano Santa's Inc. for performance of the 2007 Plano Christmas Parade; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (R)]

Resolution No. 2007-10-29(R): To approve the terms and conditions of an Amendment to Development Agreement with Lexington Luxury Builders, LLC for Plano-Rice Field Redevelopment Project; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (S)]

Resolution No. 2007-10-30(R): To approve the terms and conditions of an agreement by and between Redmoon, Inc. and the City of Plano for Public Wireless Internet Services; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (V)]

Adoption of Ordinances

Ordinance No. 2007-10-31: To abandon all right, title and interest of the City, in and to that certain Alliance Boulevard Round-About Right-of-Way being situated in the Denton Darby Survey, Abstract Number 260, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such Right-of-Way to the abutting property owners, Two Lips Partners, Ltd. and Baylor Medical Center at Plano, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. [Consent Agenda Item (W)]

Ordinance No. 2007-10-32: To abandon all right, title and interest of the City, in and to that certain Alliance Boulevard Round-About Right-of-Way being situated in the Denton Darby Survey, Abstract Number 260, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such Right-of-Way to the abutting property owners, Arch Pardue and Feel Good, Ltd., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. [Consent Agenda Item (X)]

Ordinance No. 2007-10-33: To repeal Section 18-34 of Chapter 18, Solid Waste, Article II, Collection Charges of the Code of Ordinances of the City of Plano, codified in Ordinance No. 2006-10-23, in its entirety and enacting this new Chapter 18, Solid Waste, Article II, Section 18-34 in the Code of Ordinances of the City of Plano establishing a revised schedule of rates and charges for solid waste disposal and collection applicable to commercial accounts; providing a repealer clause; a severability clause; and providing an effective date. [Consent Agenda Item (Y)]

END OF CONSENT

Resolution No. 2007-10-34(R): To approve the terms and conditions of a Settlement and Release Agreement by and between Oncor Electric Delivery Company and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "L")

Director of Customer and Utility Services Israelson spoke to work done with Oncor to come to agreement on the street light audit and recommended amendments to verbiage to allow flexibility in determining the number of poles painted and straightened as follows:

Amendment to the agreement Section I. Street Light Improvement Work last sentence should read: "Oncor and the City may mutually agree to adjust the final count of poles to be painted and straightened each year and Oncor and City may mutually agree on the exact split of work between painting and straightening poles each year which agreements shall not be unreasonably withheld by either party and, so long as the cost to Oncor of the total program of work is not increased above *that which would be incurred by Oncor for the work specified in this paragraph.*"

Mr. Israelson spoke to defining a scope of work and to keeping costs constant. City Manager Muehlenbeck advised that this agreement does not relieve Oncor from continuing to paint/straighten poles above this number and to establishing basic specifications. He spoke to the strides made by the Customer and Utility Services Department in this area.

a-9

Resolution No. 2007-10-34(R) (Cont'd)

Upon a motion made by Council Member Stahel and seconded by Deputy Mayor Pro Tem Callison, the Council voted 7-0 to approve the terms and conditions of a Settlement and Release Agreement by and between Oncor Electric Delivery Company and the City of Plano; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2007-10-34(R) with amendments.

Resolution No. 2007-10-35(R): To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Invensys Systems Inc., a Massachusetts corporation to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "M")

Jack Lagos, citizen of the City, spoke regarding different figures provided on the agenda cover sheet. He spoke to the City granting \$150,000 for rental space and a potential \$150,000 for additional square feet leased. Mr. Lagos spoke to granting a potential \$136,000 for 185 jobs and to the appearance of impropriety of this agreement. Director of Finance McGrane spoke to the amount indicated being that for the current year which comes from the \$6 million in economic development funding. He stated that any future liability is based upon conditions set upon with the company and responded to City Manager Muehlenbeck that Invensys receives the funding.

Council Member Johnson spoke to this company bringing 85 jobs initially to the City with an average salary of \$150,000, to the firm being a leader in their industry and bringing people into Plano. He spoke to the location being one of the best in the City and to using tax dollars for economic development to further help the tax structure in the City. Council Member Ellerbe advised that the Council has no control over where a business chooses to locate its offices but is looking to get companies to come to Plano.

Upon a motion made by Council Member Dunlap and seconded by Deputy Mayor Pro Tem Callison, the Council voted 7-0 to approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Invensys Systems Inc., a Massachusetts corporation to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2007-10-35(R).

Resolution No. 2007-10-36(R): To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Terex Corporation, a Delaware corporation, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "N")

Jack Lagos, citizen of the City, spoke to the appearance of impropriety, to providing \$50,000 for 45 full-time jobs to be moved into Plano at a Granite Properties location and to receiving \$1,000 for additional jobs up to \$200,000. He spoke to the Chief Operating Officer of Granite Properties serving as secretary to the Plano Economic Development Board and the vice-chair being housed in one of their properties.

a-10

Resolution No. 2007-10-36(R) (Cont'd)

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Ellerbe, the Council voted 7-0 to approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Terex Corporation, a Delaware corporation, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2007-10-36(R).

Council member Stahel stepped down from the bench on the following two items

Resolution No. 2007-10-37(R): To terminate the contract entered into by and between Garrison Enterprises, Inc., dba Digital Health, Inc., for Bid CSP No. 2006-133-B for the purchase of Inspection Software System in the amount of \$57,900; and providing an effective date.

Barry Knight, representing Garrison Enterprises, spoke to meetings held to work out remaining issues with the product. He spoke regarding problems with conversion of dates/address and to the value of the product once issues are resolved. Mr. Knight requested additional time to address conversion problems and get the system up and running. He responded to Council Member Johnson that there were problems in receiving information from City Staff and to an extension granted. Ryan LaPrade, of Garrison Enterprises spoke to working towards resolution of conversion issues.

Upon a motion made by Council Member Ellerbe and seconded by Council Member LaRosiliere, the Council voted 6-0 to terminate the contract entered into by and between Garrison Enterprises, Inc., dba Digital Health, Inc., for Bid CSP No. 2006-133-B for the purchase of Inspection Software System in the amount of \$57,900; and providing an effective date; and further to adopt Resolution No. 2007-10-37(R).

Resolution No. 2007-10-38(R): To approve the terms and conditions of a Support Services Agreement with SunGard HTE, Inc., a sole source vendor for the maintenance and support of SunGard HTE Software Applications; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "U")

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Callison, the Council voted 6-0 to approve the terms and conditions of a Support Services Agreement with SunGard HTE, Inc., a sole source vendor for the maintenance and support of SunGard HTE Software Applications; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2007-10-38(R).

Council Member Stahel resumed his place at the bench

a-11

Public Hearing and adoption of Ordinance No. 2007-10-39 as requested in Zoning Case 2007-30 to amend Subsection 3.1601 (Administration) (9) (Appeals) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and Subsections 6.202 and 6.208 (Jurisdiction) of Section 6.200 (Board of Adjustment) of Article 6 (Procedures and Administration) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to correct potential deficiencies in the Comprehensive Zoning Ordinance; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Item (1)]

Director of Planning Jarrell advised Council that the Public Hearing is at Staff's request to make some changes to the part of the Zoning Ordinance that covers the Board of Adjustment authority and types of variances they can address. She stated the proposed changes will clarify the language and allow the Board to consider variances to the Zoning Ordinance in general. She stated this language tracks with the statute of the Texas Local Government Code that governs the Board of Adjustment actions.

Ms. Jarrell stated the other items in the proposed amendments address the members that must be present to act on actions and variances. She stated the Planning and Zoning Commission has recommended approval as follows: (Additions are indicated by underlined text; deletions are indicated by strikethrough text.)

1. Amend Subsection 3.1601 (Administration) (9) (Appeals) of Section 3.1600 (Sign Regulations) to read as follows:

3.1600 Sign Regulations

3.1601(9) Appeals

(a) Process

Any person aggrieved by a decision of the Building Official or his designee, under this ordinance or any person seeking a variance from this ordinance, may file an appeal with the Board of Adjustment. The appeal shall be made in accordance with the guidelines set forth in Section 6.200.

~~(b) Meeting Dates~~

~~The Board of Adjustment shall meet to consider an appeal to this ordinance, provided there has been an appeal filed with the Building official 15 days prior to the meeting date.~~

~~(c) Quorum~~

~~All cases brought before the Board of Adjustment, under this ordinance, must be heard by no less than four members. A concurring vote of four members is required to grant a variance of this ordinance or to overrule any decision or interpretation made under this ordinance by the Building Official.~~

(db) Board Decision

a-12

Ordinance No. 2007-10-39 (Cont'd)

The decision of the Board shall be final as to administrative remedies. No appeal to the Board for the same variance on the same piece of property shall be allowed prior to the expiration of two years. Any variance granted by the Board expires unless a permit securing the variance has been applied for within 90 days from the date of the decision. An applicant whose sign permit is denied by the Board based upon the content may invoke the judicial review process found in 9.d below. (ZC 2004-24; Ordinance No. 2004-8-21)

(ec) Hardship Criteria

A variance shall not be granted to relieve a self-created or personal hardship, nor shall it be based solely on economic gain or loss. In order to make a finding of hardship and to grant a variance from this ordinance, the Board must determine that:

- (i) The requested variance does not violate the intent of the ordinance.
- (ii) The requested variance will not adversely affect surrounding properties.
- (iii) The requested variance will not adversely affect public safety.
- (iv) Special conditions exist which are unique to this applicant or property.

(fd) Judicial Review (ZC 2004-24; Ordinance No. 2004-8-21)

- (i) An applicant denied a sign permit by the Board based on the content of the proposed sign may seek relief under this provision and is not subject to Subsection 6.209.3. An applicant whose sign was denied by the Board based on the content of the proposed sign may file a notice of nonacceptance of the decision of the Board with the City Attorney within ten business days of the date of the filing of the Board's decision which shall be the date the Board announces the decision either orally or in writing to the applicant.

Within ten business days after receiving a notice of nonacceptance from an applicant, the City Attorney shall initiate suit in district court for determination that the sign is illegal pursuant to this ordinance and for an injunction to prohibit display of the sign. The notice of nonacceptance must be in writing, delivered by hand delivery or certified mail, return receipt requested, to the Office of the City Attorney, City of Plano, 1520 K Avenue, P.O. Box 860358, Plano, Texas 75086. Nothing in this provision shall be interpreted to require the City of Plano to pay for legal fees and costs incurred by the applicant associated with this proceeding.

- (ii) This remedy is only available to applicants denied a permit by the Board based on content of the proposed sign. All other permit denials by the Board are subject to the judicial process set forth in Subsection 6.209.3.

a-13

Ordinance No. 2007-10-39 (Cont'd)

2. Amend Section 6.202 of Section 6.200 (Board of Adjustment) to read as follows:

6.200 Board of Adjustment

6.202 City Council may appoint four alternate members of the Board of Adjustment who shall serve in absence of one or more of the regular members, ~~when requested by the Mayor or City Manager, or Chief Building Official as the case may be, so that all cases to be heard by the Board of Adjustment will always be heard by a minimum number of four members. In the matter of variances from Section 3.1600, such variances will always be heard by a minimum number of three members.~~ The alternate members, when appointed, shall serve for the same period as the regular members, which is for a term of two years expiring on October 31 of the appropriate year, and any vacancy shall be filled in the same manner as for regular members, and alternate members shall be subject to removal under the same provisions as regular members. (ZC 92-46; Ordinance No. 92-9-13)

3. Amend Section 6.208 (Jurisdiction) of Section 6.200 (Board of Adjustment) to read as follows:

6.208 Jurisdiction

(1) Each case must be heard by at least four members. The concurring vote of four members of the Board of Adjustment is necessary to:

(a) reverse an order, requirement, decision, or determination of an administrative official;

(b) decide in favor of an applicant on a matter on which the Board of Adjustment is required to pass under a zoning ordinance; or

(c) authorize a variance from the terms of a zoning ordinance.

(2) When in its judgment, the public convenience and welfare will be substantially served and the appropriate use of the neighboring property will not be substantially or permanently injured, the Board of Adjustment may, in specific cases, after written notice and public hearings, and subject to appropriate conditions and safeguards, authorize or order the following:

~~(1)~~(a) Hear and decide appeals where it is alleged there is error on any order, requirement, decision, or determination made by the Building Official in the enforcement of this ordinance. (ZC 92-46; Ordinance No. 92-9-13)

~~(2)~~(b) Permit the reconstruction, extension, or enlargement of a building occupied by nonconforming uses, on the lot or tract occupied by such building, provided such reconstruction does not prevent the return of such property to a conforming use.

a-14

Ordinance No. 2007-10-39 (Cont'd)

(3)(c) Require the discontinuance of nonconforming uses of land or structure under any plan where by the full value of the structure and facilities can be amortized within a definite period of time, taking into consideration the general character of the neighborhood and the necessity for all property to conform to the regulations of this ordinance. All actions to discontinue a nonconforming use of land or structure shall be taken with due regard for the property rights of the persons affected when considered in the light of the public welfare and the character of the area surrounding the designated nonconforming use and the conservation and preservation of property. The Board of Adjustment shall, from time to time on its own motion or upon cause presented by interested property owners, inquire into the existence, continuation, or maintenance of any nonconforming use within the city.

(4)(d) Permit such variance from the terms of the Zoning Ordinance of height, yard, area, exterior, structure, lot coverage, and off street parking and loading regulations that will not be contrary to the public interest and where, because of special conditions, the enforcement of this ordinance or its amendments would result in an unnecessary hardship, except as provided in (ii), (iii) and (iv) below. A variance shall not be granted to relieve a self-created or personal hardship, nor shall it be based solely on economic gain or loss, nor shall it permit any person a privilege in developing a parcel of land not permitted by this ordinance to other parcels of land in the district. No variance may be granted if it results in an unnecessary hardship, as herein defined, on another parcel of land.

(i) In order to make a finding of hardship and to grant a variance from this ordinance, the Board of Adjustment must determine that: (ZC 92-46; Ordinance No. 92-9-13):

(a)1. The requested variance does not violate the intent of the ordinance or its amendments.

(b)2. Special conditions of restricted area, shape, topography, or physical features exist that are peculiar to the subject parcel of land and are not applicable to other parcels of land in the same zoning district.

(c)3. The hardship is in no way the result of the petitioner's own actions.

(d)4. The interpretation of the provisions in this ordinance or its amendments would deprive the petitioner of rights commonly enjoyed by other properties in the same zoning district, that comply with the same provisions.

(ii) No variance may authorize a use other than those permitted in the district for which the variance is sought.

a-15

Ordinance No. 2007-10-39 (Cont'd)

(iii) Also, A petition or request for a variance shall not be heard or granted with regard to any parcel of property or portion thereof upon which a preliminary site plan, site plan, preliminary plat, or final plat, when required by this ordinance or the Subdivision Ordinance for any parcel of property or portion thereof, has not been finally acted upon by both the Planning & Zoning Commission and, where required, by the City Council.

(iv) The administrative procedures and requirements of this ordinance and the Subdivision Ordinance, with regard to both Planning & Zoning Commission and the City Council consideration and action, on preliminary site plans, site plans, preliminary plats, and final plats, must be exhausted prior to requesting a variance from the terms of this ordinance.

Ms. Jarrell stated that a minimum of four members must be present to take action on a variance in response to Council Member Stahel's inquiry.

Mayor Pro Tem Magnuson 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 Dunlap and seconded by Council Member LaRosiliere, Council voted 7-0 to amend Subsection 3.1601 (Administration) (9) (Appeals) of Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and Subsections 6.202 and 6.208 (Jurisdiction) of Section 6.200 (Board of Adjustment) of Article 6 (Procedures and Administration) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to correct potential deficiencies in the Comprehensive Zoning Ordinance, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-30; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-10-39.

Public Hearing and adoption of Ordinance No. 2007-10-40 as requested in Zoning Case 2007-31 to repeal in its entirety Ordinance No. 80-10-14; thereby rescinding Specific Use Permit No. 64 for the additional use of Private Club on one lot on 1.2± acres of land located at the southeast corner of U.S. Highway 75 and Republic Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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. [Regular Item (2)]

Director of Planning Jarrell stated this zoning request and the following seven pertain to the recession of private club permits. She stated that restaurants are no longer using private club permits issued by the State of Texas and to reflecting this in the zoning atlas. Ms. Jarrell stated the Planning and Zoning Commission has recommended approval of all of these cases as submitted.

a-16

Ordinance No. 2007-10-40 (Cont'd)

Mayor Pro Tem Magnuson 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, Council voted 7-0 to repeal in its entirety Ordinance No. 80-10-14; thereby rescinding Specific Use Permit No. 64 for the additional use of Private Club on one lot on 1.2± acres of land located at the southeast corner of U.S. Highway 75 and Republic Drive in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-31; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and furthermore to adopt Ordinance 2007-10-40.

Public Hearing and adoption of Ordinance No. 2007-10-41 as requested in Zoning Case 2007-32 to repeal in its entirety Ordinance No. 81-1-4; thereby rescinding Specific Use Permit No. 67 for the additional use of Private Club on one lot on 0.2± acre of land located at the northwest corner of U.S. Highway 75 and Chisholm Place in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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. [Regular Item (3)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 2)

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

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Dunlap, Council voted 7-0 to repeal in its entirety Ordinance No. 81-1-4; thereby rescinding Specific Use Permit No. 67 for the additional use of Private Club on one lot on 0.2± acre of land located at the northwest corner of U.S. Highway 75 and Chisholm Place in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-32; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and furthermore to adopt Ordinance 2007-10-41.

a-17

Public Hearing and adoption of Ordinance No. 2007-10-42 as requested in Zoning Case 2007-33 to repeal in its entirety Ordinance No. 81-7-5; thereby rescinding Specific Use Permit No. 75 for the additional use of Private Club on one lot on 1.4± acres of land located on the west side of U.S. Highway 75, 920± feet north of Plano Parkway in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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. [Regular Item (4)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 2)

Mayor Pro Tem Magnuson 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 Deputy Mayor Pro Tem Callison, Council voted 7-0 to repeal in its entirety Ordinance No. 81-7-5; thereby rescinding Specific Use Permit No. 75 for the additional use of Private Club on one lot on 1.4± acres of land located on the west side of U.S. Highway 75, 920± feet north of Plano Parkway in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-33; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-10-42.

Public Hearing and adoption of Ordinance No. 2007-10-43 as requested in Zoning Case 2007-34 to repeal in its entirety Ordinance No. 93-6-36; thereby rescinding Specific Use Permit No. 88 for the additional use of Private Club on one lot on 1.2± acres of land located on the east side of U.S. Highway 75, 230± feet south of Republic Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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. [Regular Item (5)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 2)

Mayor Pro Tem Magnuson 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 Dunlap and seconded by Council Member LaRosiliere, Council voted 7-0 to repeal in its entirety Ordinance No. 93-6-36; thereby rescinding Specific Use Permit No. 88 for the additional use of Private Club on one lot on 1.2± acres of land located on the east side of U.S. Highway 75, 230± feet south of Republic Drive in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-34; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-10-43.

a-18

Public Hearing and adoption of Ordinance No. 2007-10-44 as requested in Zoning Case 2007-35 to repeal in its entirety Ordinance No. 85-11-3; thereby rescinding Specific Use Permit No. 95 for the additional use of Private Club on one lot on 1.0± acre of land located on the south side of Park Boulevard, 900± feet east of Preston Road in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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. [Regular Item (6)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 2)

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

Upon a motion made by Deputy Mayor Pro Tem Callison and seconded by Council Member Ellerbe, Council voted 7-0 to repeal in its entirety Ordinance No. 85-11-3; thereby rescinding Specific Use Permit No. 95 for the additional use of Private Club on one lot on 1.0± acre of land located on the south side of Park Boulevard, 900± feet east of Preston Road in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-35; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-10-44.

Public Hearing and adoption of Ordinance No. 2007-10-45 as requested in Zoning Case 2007-36 to further amend Ordinance No. 82-12-6; thereby rescinding the Private Club use but retaining the Arcade use for Specific Use Permit No. 97 on one lot on 1.2± acres of land located at the northeast corner of U.S. Highway 75 and 16th Street in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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. [Regular Item (7)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 2)

Mayor Pro Tem Magnuson 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 Johnson and seconded by Council Member Stahel, Council voted 7-0 to further amend Ordinance No. 82-12-6; thereby rescinding the Private Club use but retaining the Arcade use for Specific Use Permit No. 97 on one lot on 1.2± acres of land located at the northeast corner of U.S. Highway 75 and 16th Street in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-36; and furthermore to adopt and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-10-45.

a-19

Public Hearing and adoption of Ordinance No. 2007-10-46 as requested in Zoning Case 2007-37 to repeal in its entirety Ordinance No. 86-4-17; thereby rescinding Specific Use Permit No. 108 for the additional use of Private Club on one lot on 0.1± acre of land located at the northwest corner of U.S. Highway 75 and Park Boulevard in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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. [Regular Item (8)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 2)

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

Upon a motion made by Council Member Stahel and seconded by Council Member Johnson, Council voted 7-0 to repeal in its entirety Ordinance No. 86-4-17; thereby rescinding Specific Use Permit No. 108 for the additional use of Private Club on one lot on 0.1± acre of land located at the northwest corner of U.S. Highway 75 and Park Boulevard in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-37; and furthermore to adopt and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-10-46.

Public Hearing and adoption of Ordinance No. 2007-10-47 as requested in Zoning Case 2007-38 to repeal in its entirety Ordinance No. 96-6-21; thereby rescinding Specific Use Permit No. 109 for the additional use of Private Club on one lot on 0.1± acre of land located on the east side of Preston Road, 380± feet south of Highland Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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. [Regular Item (9)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 2)

Mayor Pro Tem Magnuson 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 Johnson and seconded by Council Member LaRosiliere, Council voted 7-0 to repeal in its entirety Ordinance No. 96-6-21; thereby rescinding Specific Use Permit No. 109 for the additional use of Private Club on one lot on 0.1± acre of land located on the east side of Preston Road, 380± feet south of Highland Drive in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-38; as recommended by the Planning and Zoning Commission and as requested in Zoning Case and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-10-47.

a-20

Ordinance No. 2007-10-47 (Cont'd)

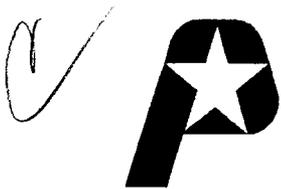
Mayor Pro Tem Magnuson stated at 8:54 p.m. that the Council would reconvene back into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to discuss Personnel, Section 551.074 and to discuss Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. The Council closed out of the Executive Session at 10:11 p.m. into the open meeting and immediately closed.

Sally Magnuson, MAYOR PRO TEM

ATTEST:

Diane Zucco, City Secretary

a-21



**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: 10/22/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		Executive Director	<i>[Signature]</i> 10/15/07	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 10-16-07	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5629		
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 of Bid for Bid No. 2007-208-B for the Parkwood Boulevard Widening – Park Boulevard to Spring Creek Parkway street project, to Tiseo Paving Company, Inc., in the amount of \$4,145,990.86.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	79,760	5,275,240	0	5,355,000	
Encumbered/Expended Amount	-79,760	-9,990	0	-89,750	
This Item	0	-4,145,991	0	-4,145,991	
BALANCE	0	1,119,259	0	1,119,259	
FUND(S): STREET IMPROVEMENT CIP & WATER CIP					
COMMENTS: This item has a companion agenda item and is contingent on the approval of the Parkwood Interlocal Agreement with Collin County. If the Interlocal Agreement is approved, funds will be available in the Street Improvement and Water CIP. This item, in the amount of \$4,145,991, will allow the City to proceed with the Parkwood – Park to Spring Creek and Parkwood – Windhaven to Spring Creek projects.					
STRATEGIC PLAN GOAL: Street widening and extension relate to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
Staff recommends bid of Tiseo Paving Company, Inc., in the amount of \$4,145,990.86, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.					
The second vendor being recommended is Austin Bridge and Road, L.P., in the amount of \$4,167,900.00.					
Engineer's estimate was \$4,600,000.00.					
The project consists of the widening of Parkwood Boulevard from Park Boulevard to Windhaven Parkway and the construction of a new six-lane section from Windhaven Parkway to Spring Creek Parkway, includes landscaping and irrigation.					
List of Supporting Documents: Bid Summary Location Map		Other Departments, Boards, Commissions or Agencies N/A			

a-22

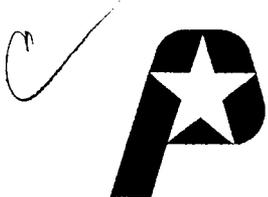
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**CITY OF PLANO
COUNCIL AGENDA ITEM**

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:	10/22/07	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	10/11/07
Agenda Coordinator (include phone #): Becky Johansen x4396				
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, Conditional acceptance of lowest responsible Bid/Proposal to establish an annual fixed price contract for Environmental Waste Truck Parts in the estimated annual amount of \$333,959.61. (2007-209-C)				
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): WAREHOUSE				
COMMENTS: This item approves price quotes. Expenditures will be made in various departments within the approved budget appropriations. The estimated annual amount is \$333,959.61.				
SUMMARY OF ITEM				
Staff recommends bids of Heil of Texas for Items 1, 2, 5, 8, 10, 13, 19, 22, 23, 24, 28, 29, 30, 31, 33, 34, 38, 39, 40 and 48 in the estimated annual amount of \$188,421.40; RLS Services for items 3, 4, 6, 7, 9, 11, 12, 14, 15, 16, 17, 18, 20, 21, 25, 27, 32, 35, 36, 37, 41, 42, 43, and 47 in the estimated annual amount of \$131,123.21 and SWS for items 44,45,and 46 in the estimated annual amount of \$14,415.00. This will establish an annual fixed price contract with three optional one-year renewals in the total estimated annual amount of \$333,959.61. The contract will be for the purchase of Environmental Waste Truck Parts.				
List of Supporting Documents: Bid Recap		Other Departments, Boards, Commissions or Agencies		

a-23
C-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 10/22/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	10/12/07	
Agenda Coordinator (include phone #): Sharron Mason x7247					

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No. 2007-216-C for Printing Services for Leisure Catalog to DFW Printing in the annual amount of \$86,592.00.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 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): Rec Revolving

COMMENTS: This item approves price quotes. Expenditures will be made within the approved budget appropriations. The estimated annual amount is \$86,592.

STRATEGIC PLAN GOAL: Printing of the Parks & Recreation Leisure Catalog relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

ANNUAL CONTRACT WITH RENEWALS

Staff recommends bid of DFW Printing Company, Inc. be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents. This will secure unit pricing and establish an annual fixed price contract for one (1) year with three (3) City optional renewals for printing services for the Parks and Recreation Leisure Catalog. The annual expenditure for these services is \$86,592.00

List of Supporting Documents:
Recommendation Memo, Bid Recap

Other Departments, Boards, Commissions or Agencies

a-24

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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: 10/22/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works Administration (Michael Rapplear)		Initials	Date	
Department Head	Jimmy Foster	Executive Director	<i>[Signature]</i>	10-11-07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	10/11/07	
Agenda Coordinator (include phone #): Margie Stephens (X4104)					

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

CAPTION

Award, Rejection of Bids/Proposals, Bid No. 2007-218- B, 2006-07 Screening Wall Panel Replacement Project- Re-bid to Ratliff Hardscape, LTD. in the amount of \$323,300.00

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	34,686	547,314	300,000	882,000
Encumbered/Expended Amount	-34,686	-44,708	0	-79,394
This Item	0	-323,300	0	-323,300
BALANCE	0	179,306	300,000	479,306

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2007-08 Capital Reserve Fund. This item, in the amount of \$323,300, will leave a current year balance of \$179,306 for the Screening Wall Reconstruction project.

STRATEGIC PLAN GOAL: Screening wall reconstruction relates to the City's Goals of Safe, Efficient Travel and Premier City in which to live.

SUMMARY OF ITEM

Staff recommends the bid of Ratliff Hardscape, Ltd., in the amount of \$323,300.00, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the demolition and reconstruction of "thin wall" screening wall panels around various subdivisions in the City.

No secondary vendor is being recommended. The other bid received was deemed non-responsive.

Engineer's estimate for this project is \$300,000.00.

List of Supporting Documents: Bid Tabulation	Other Departments, Boards, Commissions or Agencies
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e-1*

C



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 10/22/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works Administration (Michael Rapplear)		Initials	Date	
Department Head	Jimmy Foster	Executive Director	<i>[Signature]</i>	10-11-07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	10/11/07	
Agenda Coordinator (include phone #): Margie Stephense (X4104)					

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

CAPTION

Award, Rejection of Bids/Proposals, Bid No. 2007-219- B, 2007-2008 Residential and Arterial Pavement Under-sealing and Raising Contract to URETEK USA, Inc., in the amount of \$1,660,200.00

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	272,331	2,272,331	2,000,000	4,544,662
Encumbered/Expended Amount	-272,331	-266,671	0	-539,002
This Item	0	-1,660,200	0	-1,660,200
BALANCE	0	345,460	2,000,000	2,345,460

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2007-08 Capital Reserve Fund. This item, in the amount of \$1,660,200, will leave a current year balance of \$345,460 for the Undersealing Program project.

STRATEGIC PLAN GOAL: Street undersealing relates to the City's Goals of Safe, Efficient Travel and Premier City in which to live.

SUMMARY OF ITEM

Staff recommends the bid of URETEK USA, Inc. in the estimated amount of \$1,660,200.00 be accepted as the lowest responsible bid for the contract conditioned upon timely execution of all necessary documents. This will establish a fixed price requirements contract with one optional renewal.

This project will involve the injection of high density polyurethane foam to under-seal and raise street and alley pavement on residential and arterial thoroughfare locations identified by the City. The use of this material allows repairs to be made without having to replace concrete paving, reducing traffic lane closures and the disruptions associated with construction.

The secondary vendor being recommended is Nortex Concrete Lifting and Stabilizing, Inc. in the amount of \$1,703,680.00.00.

Engineer's estimate for the contract was \$ 1,875,000.00.

List of Supporting Documents: Bid Tabulation	Other Departments, Boards, Commissions or Agencies
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a-26

f-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
Council Meeting Date: 10/22/07		Reviewed by Legal <i>JS</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 10-16-07	
Agenda Coordinator (include phone #): Glenna Hayes x 7074					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
<i>Award/Rejection of Bid/Proposal for RFQ No. 2007-59-B for An Emergency Medical Services System analysis for the City of Plano Fire Department to Matrix Consulting Group in the amount of \$61,900.</i>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	67,200	0	67,200
Encumbered/Expended Amount		0	0	0	0
This Item		0	-61,900	0	-61,900
BALANCE		0	5,300	0	5,300
FUND(S): GENERAL FUND (01)					
Comments: Funds are included in the 2007-2008 Fire Department Operating budget for an EMS System Analysis and related professional consulting services.					
STRAGIC PLAN GOAL: EMS system analysis services relate to the City's goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends award to Matrix Consulting Group in a not to exceed amount of \$61,900.00 be accepted as the most qualified for the delivery of an Emergency Medical Services System Analysis for the City of Plano Fire Department, conditioned upon timely execution of any necessary contract documents. 2007-59-B					
List of Supporting Documents: Award Memo; RFQ Recap		Other Departments, Boards, Commissions or Agencies			

a-271
g-1

Plano City Council
Collin College/Collin County
Plano Chamber of Commerce/Plano Independent School District
October 29, 2007

COUNCIL MEMBERS

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

Plano Chamber of Commerce Chairman Steve Matthews called the joint meeting to order at 5:57 p.m. immediately following dinner on Monday, October 29, 2007 at the Plano Chamber of Commerce located at 1200 E. 15th Street, Plano, Texas, 75074. All Council Members were present with the exception of Mayor Pro Tem Magnuson and Council Members Stahel and LaRosiliere. Chairman Matthews spoke to the Chamber's emphasis on keeping Plano a vital place to be and determining common initiatives and interests of the entities.

Brainstorming of Issues and Initiatives for Collaboration

Collin College President Israel spoke to the sharing of energy, technology, procurement and other services to provide more opportunity for large and small businesses and create a city of the future. The group discussed the joint use of facilities and addressing revitalization, economic development, health care and senior citizen services. Mr. Matthews spoke to attracting and retaining young professionals through a program of the Chamber. Chamber President and PISD Trustee Shanklin responded to Mayor Evans regarding collaboration and expansion of the program to address young professionals utilizing communication and leadership programs such as the City's boards and commissions. Mr. Israel spoke to planning for more diversified leadership in the future and the changing demographics in the City.

PISD Secretary Jenkins spoke to the school district reallocating resources to special needs programs and to the community becoming more engaged in partnering for use of facilities. He spoke regarding addressing the changes in demographics and needs of the population through extended hours. Larry Flannery of Arta Travel spoke to issues of public transportation. Mr. Israel spoke to there being more service by individuals, but less civic engagement in the community and to the affordability of education. PISD Superintendent Otto spoke to legislative mandates adding performance pressure.

Vice Chair of Community Education for the Chamber McSwain spoke to the problem of engaging young professionals who do not live in the City. Mayor Evans stated that Plano offers better housing bargains along with a better City and to the Council's goal of attracting young professionals.

Mayor Evans spoke to the challenge of facing a decline in sales and property tax while striving to provide great services. She spoke to getting the word out to “Shop Plano” and recruit young families. Mayor Evans spoke regarding the implementation of an economic development fund allowing the City to compete with other communities who do not participate in DART and to working towards legislation allowing for an election for cities in the DART service area to have an additional one-half percent sales tax for non-transit purposes such as economic development.

Mr. Jenkins stated that he has been impressed by youth in the community taking on leadership roles. Mr. Flannery spoke to the attitude of complacency on the part of some and Mr. Matthews spoke to there being volunteerism but not civic engagement. Collin County Commissioner Cole spoke to making connections through the school district and possibly changing the way programs are created for parents.

Mr. Israel spoke to the lack of a community foundation in Plano and PISD Trustee Bender spoke to the Star Children’s Charity. Mr. Otto spoke to working together to promote schools and the community. Deputy Mayor Pro Tem Callison spoke to diversity on the boards and commissions and to the youth leadership program. She spoke to the City addressing positives and to piggybacking on each entity's good qualities. Chamber of Commerce Member Dean spoke to graduates of the Plano Leadership program not moving into positions of leadership and Mayor Evans spoke regarding making contact and encouraging participation. Ms. Dean spoke to the high number of program graduates staying in the City.

Executive Director Turner spoke regarding the effect of physical mobility on participation in the City. He spoke to the lack of involvement by those who feel they will not stay in the community and to Dallas being an older city with more institutional and family ties. Council Member Dunlap spoke regarding Plano being a place where people start businesses, to serving those in mid-management positions and to staffing needs.

Selection of Project(s) for Collaboration - Next Steps - Other Business

Mr. Matthews advised that the Chamber would distribute information on several items for consideration by the entities and to continuing the dialogue. Mayor Evans spoke to obtaining a list of facilities available. Mr. Israel spoke to possible use of the campus and regarding the positive results of sharing library services with the City. Ms. Bender spoke to redefining the uses of buildings moving forward. Mr. Flannery spoke regarding publication in the newspaper to provide external communication.

There being no further discussion, Chairman Matthews adjourned the meeting at 7:00p.m.

Pat Evans, MAYOR

Diane Zucco, City Secretary

a-29

**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT TWO
November 1, 2007**

COUNCIL MEMBERS

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

STAFF

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

The Plano City Council met informally at 7:11 p.m., Thursday, November 1, 2007, at the PISD Sockwell Center, 6301 Chapel Hill Boulevard, Plano, Texas. All Council Members were present with the exception of Council Member Ellerbe. Mayor Evans welcomed those in attendance and identified the Council districts. Mayor Evans spoke regarding Council Members being elected and serving the City at large and the benefits provided. Staff in attendance introduced themselves.

North Texas Tollway Association Update

GBT Ramps; NTTA North Extension - 121 Update

Daniel Chapman, Senior Project Manager of HNTB Corporation, spoke to the need for improved mobility and approval by the North Texas Tollway Authority for a transition to Electronic Toll Collection (ETC). He reviewed the existing condition where the ramp from the President George Bush Turnpike (PGBT) to the northbound Dallas North Tollway (DNT) is one lane and the bottleneck where it merges with DNT traffic exiting to Park Boulevard. Mr. Chapman spoke to recommendations for an additional lane of the existing direct connect ramp from the PGBT to northbound DNT and the elimination of weaving between traffic between those entering and exiting. He spoke regarding proposed ramp modifications and reversal, relocation of the Park Boulevard exit, a new exit ramp for Parker Road and implementation of ETC at Plano Parkway. Mr. Chapman spoke to the next steps including receipt of public input, completion of the schematic design with formal approval and commitment by the City of Plano with anticipated construction completion by the end of 2010. He spoke to the sequence of construction which would minimize the impact on traffic.

a-30

Rick Herrington, Deputy Executive Director of NTTA spoke to the implementation of tolls providing more equity in the per mile rates, safety issues, other locations that have electronic tolling and anticipated savings since toll collectors make up half the NTTA employees.

City Engineer Upchurch responded to citizens regarding traffic concerns along Parkwood Boulevard, advising that it has always been planned as a six-lane thoroughfare, evaluation of side street issues and the implementation of traffic signals as warranted. Citizens spoke regarding the addition of noise and traffic to the neighborhood and impacts on Chapel Hill Road. Mr. Chapman spoke to there being 900 vehicles per hour utilizing the Park Boulevard exit with 300 coming from the PGBT and to the Chapel Hill exit being under capacity. He spoke to movement of the Parker Road exit to the south. Transportation Engineering Manager Neal spoke to review of traffic signal timing and neighborhood entrances.

Mr. Upchurch responded to a citizen that the recommendations are not the result of an economic development study and Mr. Chapman spoke to the proposed widening of the frontage road up to Chapel Hill and the availability of a Texas U-Turn at that location. He advised that the NTTA does not have a vested interest in any property along the DNT, meetings held with retailers and to the ramp for Park Boulevard from the northbound DNT going beneath the ramp off the PGBT. Mr. Herrington advised that TxDOT and federal standards are followed and since the area is zoned commercially, there will be no sound walls. Mr. Upchurch spoke to continuing evaluation of recommendations and the item coming back before the Council for consideration. Mayor Evans spoke to the need to address concerns in the area and advised that a vote will be taken. Mr. Upchurch spoke to the study of intersections and consideration of signals as warranted. He spoke to construction on Parkwood Boulevard beginning in December with completion in a year, traffic modeling along the DNT considering build-out of currently vacant land and to notifications provided in the area.

Mayor Evans spoke to taking the time to meet with businesses and citizens to gather input and requested those in attendance submit comment cards if there are further questions.

Recreation Center Report Update

Muehlenbeck Center

Director of Parks and Recreation Wendell spoke to the opening of the Tom Muehlenbeck Recreation Center on November 2, 2007, reviewed the cost of memberships and provided a description of the amenities.

Carpenter Park Expansion

Mr. Wendell spoke to plans to expand the Carpenter Park Recreation Center with construction in 2009.

a-31

Community Investment Projects – District 2

Street Repairs/Improvements/Resurfacing

Public Works Director Foster and Chief Engineer Upchurch spoke to the progress on projects in the area. Parks and Recreation Director Wendell spoke to plans in 2008 to reduce on-street parking adjacent to Parkwood Green Park.

Mayor Evans opened the floor for questions. Police Chief Rushin spoke regarding the reduction in accidents at intersections where red-light cameras have been implemented and to the City continuing to monitor traffic for consideration of additional units. He advised that the City shares revenue with the state after deduction of operating costs. Mr. Upchurch responded to a question regarding house damage due to construction of a sewer line by the North Texas Municipal Water District (NTMWD) and advised that he would get the homeowner in contact with the district. Chief Building Official Selso responded regarding times when construction noise is not permitted.

Chief Rushin advised regarding contact information for the Police Department during non-emergencies and spoke to the City's stance against drag racing. Mr. Foster spoke regarding two projects of the NTMWD which will bring water to the area, projects requiring state approval, to the amount of water the City can take being regulated by permit and the need to show conservation improvement. He spoke to the conservation efforts of citizens and advised that the City will not look to groundwater as a source of supply. Chief Rushin spoke to the low crime rate in District 2, Plano being one of the safest communities in Texas, the department's staffing formula and the process of recruitment and hiring. Officer Mark Dawson spoke to the City offering a home security assessment.

A citizen expressed appreciation for the services of the Police and Fire Departments.

City Attorney Wetherbee spoke to enforcement of solicitation laws and the need for citizens to become actively involved in the process. She directed citizens to information on the City's web site.

Mayor Evans requested citizens contact the City if they have concerns regarding their neighborhoods, thanked those in attendance and adjourned the meeting at 9:14 p.m.

Pat Evans, Mayor

ATTEST:

Diane Zucco, City Secretary

a-32

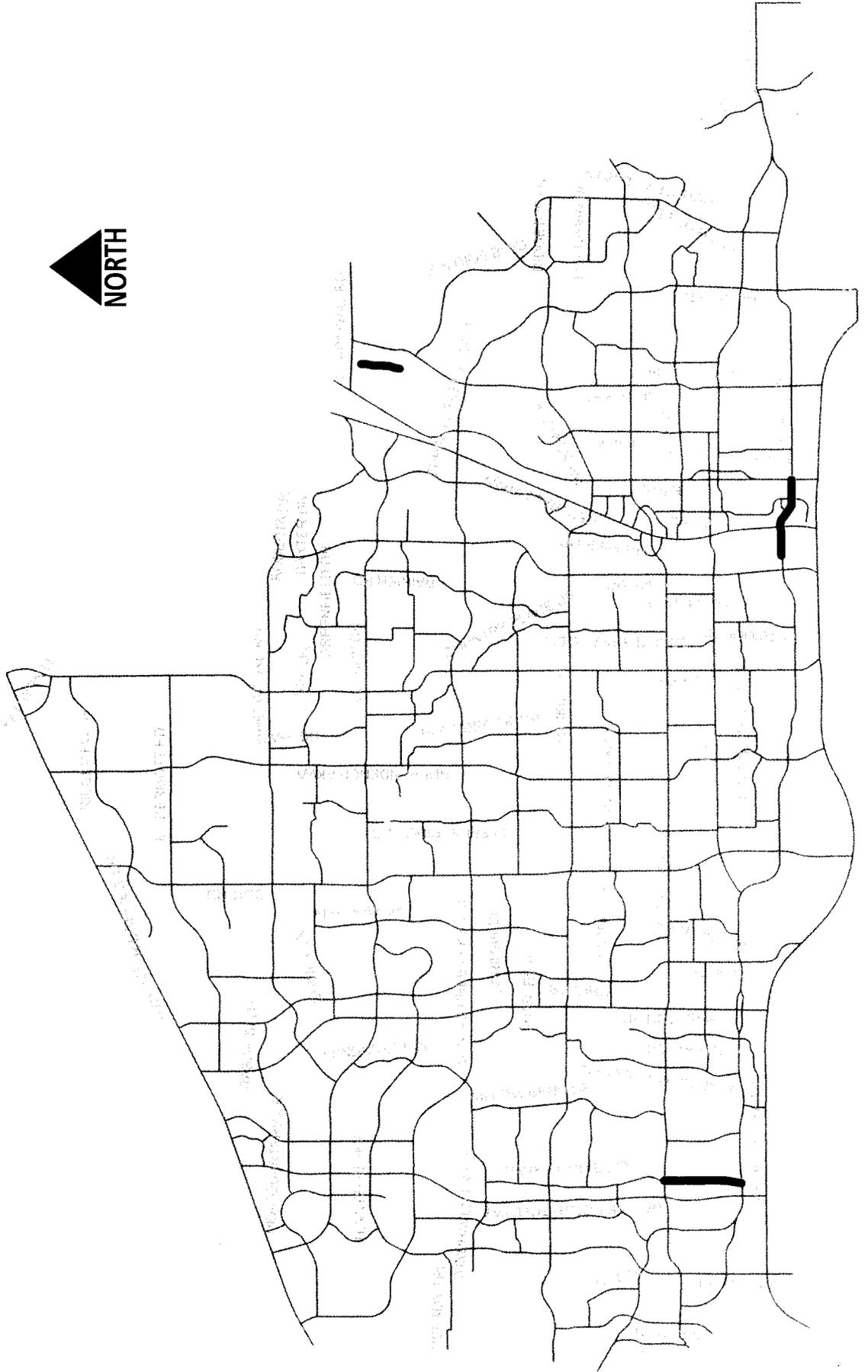


**CITY OF PLANO
COUNCIL AGENDA ITEM**

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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	11/12/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation	Initials	Date	
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	11-1-07
Dept Signature:	<i>Don Wendell</i>	City Manager	<i>[Signature]</i>	11/1/07
Agenda Coordinator (include phone #): Susan Berger (7255)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER REJECTION OF BID				
CAPTION				
Rejection of Bid for Bid No. 2007-224-B for Parkwood Boulevard Median Tree Planting and Irrigation and 2004-05 Median Landscaping, Project Nos. 5744 and 5578 to C. Green Scaping, L.P., in the amount of \$269,226.00.				
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				
Only one bid was received, from C. Green Scaping, L.P., and it exceeds the project budget of \$225,000. Staff believes that rebidding the project could result in significantly lower bids.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map				
Bid Tabulation				

b-2

Location Map Bid No. 2007-224-B
Parkwood Blvd. Median Planting and Irrigation
&
2004-2005 Median Landscaping Projects #5744 and #5578



CITY OF PLANO

BID TABULATION

BID NO. 2007-224-B PARKWOOD BLVD. MEDIAN TREE PLANTING & IRRIGATION & 2004-05 MEDIAN LANDSCAPING PROJECT NOS. 5744 & 5578

Friday, October 12, 2007 @ 3:30 PM

CONTRACTOR	BID BOND	TOTAL BID
C. Green Scaping, L.P.	Yes	\$269,226.00

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

Sharron Mason
Sharron Mason, Buyer

10/15/07
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

b-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: 11/12/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering				
Department Head	Alan L. Upchurch	Executive Director	Date: 11/12/07		
Dept Signature:	<i>Alan Upchurch</i>	City Manager	Date: 11/12/07		
Agenda Coordinator (include phone #):		Pegues (7198)	(Project No. 5846)		
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 a Professional Services Agreement contract by and between the City and Arredondo, Zepeda & Brunz, L.L.C., in the amount of \$128,357, for engineering design services for Plano Parkway, from Midway to West City Limits; and authorizing the City Manager or his designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	130,000	1,100,000	1,230,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-128,357	0	-128,357
BALANCE		0	1,643	1,100,000	1,101,643
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This item, in the amount of \$128,357, will leave a current year balance of \$1,643 for the Plano Parkway, Midway to West City Limits project. STRATEGIC PLAN GOAL: Engineering design for streets relates to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
This agreement with Arrendondo, Zepeda & Brunz, L.L.C., is for engineering design for the widening of Plano Parkway, Midway to West City Limits, to include engineering design services and construction documents. The contract fee is for \$128,357 and is detailed as follows:					
Basic Services					
Engineering Design, Plan Production			\$ 64,984		
Design Surveying Services, excluding Arial survey			<u>\$ 21,065</u>		
Total Basic Services and Surveying Service				\$ 86,049	
Special Services					
Construction, Bid & Record Drawing Engineering Service			\$ 8,383		
Construction Phase Surveying Services			\$ 2,850		
Traffic Signal Design @ Marsh Lane			\$ 8,800		
Landscaping and Irrigation Design			\$ 7,150		
Aerial Survey			\$ 7,150		
SUE @ Plano Parkway/Marsh Lane Intersection (500 LF all four directions)			<u>\$ 7,975</u>		
Supplemental Services Sub-Total				\$ 42,308	
MAXIMUM FEE NOT TO EXCEED				\$128,357	
Funding is available from the Street Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$1,108,755.00.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Engineering Services Agreement, Location Map		N/A			

PLANO PARKWAY – MIDWAY TO WEST CITY LIMIT

PROJECT NO. 5846

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 **ARREDONDO, ZEPEDA & BRUNZ, L.L.C.**, a **TEXAS** Limited Liability Company, 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 **PLANO PARKWAY – MIDWAY TO WEST CITY LIMIT** project located in the City of Plano, Collin and Denton 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.

C-2

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

C-4

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Arredondo, Zepeda & Brunz, L.L.C.
11355 McCree Road
Dallas, Texas 75238
Attn: Eric K. Kroner, P.E., Project Manager

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

c-6

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.

ARREDONDO, ZEPEDA & BRUNZ, L.L.C.
A **TEXAS** Limited Liability Company

DATE: October 22, 2007

BY: 
Victor M. Zepeda, PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

C-7

EXHIBIT "A"

SCOPE OF SERVICES

NEW PAVEMENT PLANO PARKWAY – MIDWAY TO WCL PROJECT # 5846 C I P # 31407

PROJECT DESCRIPTION:

Widening of Plano Parkway from 4 lanes to 6 lanes from Midway Road to West City Limits. Also includes landscaping, irrigation and intersection improvements at Marsh lane. For Marsh lane we need double left turn lanes for NB and SB respectively (storage lanes should be 250 feet in length) and also a dedicated right turn lanes for NB. On the WB (Plano Parkway) we need to add a dedicated right turn lane.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:
 - Geodetic Monumentation Manual
 - Manual for Right-of-Way Management
 - Storm Drainage Design Manual
 - Stream Bank Stabilization Manual
 - Erosion & Sediment Control Manual
 - Thorough Fare Standards Rules & Regulations
 - Manual for the Design of Water & Sanitary Sewer Lines
 - Standard Construction Details
 - Barrier Free Ramp Details
 - NCTCOG Standard Specifications for Public Works Construction
 - Special Provisions to Standard Specifications for Public Works Construction
 - Sample Plan Set
2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
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 Cities of Dallas & Carrollton staff to coordinate project construction and other issues that may have an impact across municipal boundaries.

C. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., GTE Telephone, Lone Star Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and may not be a part of the final construction plan set.
6. Perform field surveying to establish ground control for the aerial photography of the project area.
7. Perform aerial flight for photography of project area.
8. When underground utilities are exposed, tie to project control baseline.
9. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

D. Right-of-way and Easement Requirements –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.

2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

E. Preliminary Design –

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

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

2. On rehabilitation projects, verify that the existing streetlights meet our coverage requirements.
3. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
4. Prepare outline of any special technical specifications needed for the project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
6. Submit sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Parks
 - Other

7. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
8. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

F. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Show location of traffic signal bases, pull boxes and conduit on paving plans based on City design.
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 6 sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
10. Incorporate City final comments into the plans and bid documents.
11. Submit three sets of final blue line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
12. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

G. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.

7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference.
11. Furnish thirteen sets of final construction plans and three sets of the contract documents manual to the City for construction.

H. Construction Administration –

1. Provide written responses to requests for information or clarifications.
2. Prepare and process change orders in accordance with City of Plano format.
3. Assist the City staff in conducting the final inspection.
4. Recommend final acceptance of work when acceptable.
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.

I. Construction Control Survey –

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

EXHIBIT "B"

COMPLETION SCHEDULE

Complete Aerial Survey and Research & Data Collection	7 Weeks
Complete Field Survey and SUE at Plano Pkwy/Marsh Ln Intersection.....	3 Weeks
Prepare Preliminary Horizontal Alignment and Intersection Geometrics ...	2 Weeks
Meet with the City; Identify ROW and City Review Prelim. Align.....	2 Weeks
Prepare Prelim. Construction Plans and Submit to City for Review	4 Weeks
City Review	2 Weeks
Prepare and Submit Pre-Final Plans, Specs, Schedule and Probable Cost ..	4 Weeks
City Review	2 Weeks
Prepare Final Construction Plans and Documents	3 Weeks
Utility Coordination	8 Weeks
TOTAL	30 Weeks
Bidding	TBD
Construction	TBD

TBD – To Be Determined at a later date and an agreed upon time period between the City and Engineer.

EXHIBIT "C"

PAYMENT SCHEDULE

Engineering and Surveying Basic Services:

Engineering Design, Plan Production	\$64,984.00
Design Surveying Services, excluding Aerial Survey.....	<u>\$21,065.00</u>
Basic Engineering and Surveying Services: \$86,049.00	

Special Services:

Construction, Bid & Record Drawing Engineering Service	\$8,383
Construction Phase Surveying Services.....	\$2,850
Traffic Signals Design @ Marsh Ln	\$8,800
Landscaping and Irrigation Design	\$7,150
Aerial Survey	\$7,150
SUE @ Plano Pkwy/Marsh Ln Intersection (500 LF all four directions)	<u>\$7,975</u>
Supplemental Services Subtotal:	\$42,308.00
Maximum Fee Not to Exceed:	<u>\$128,357.00</u>

Additional Services:

Easements, Parcel Plats and Legal Descriptions	\$1,500 per Parcel
--	--------------------

Note: All Subconsultant Fees include a 10% Administrative Fee.

C-15

EXHIBIT "C" Continued

The maximum overall fee established above shall not be exceeded without written authorization from the City of Plano. Any increased Scope of Services agreed upon by the City of Plano and Arredondo, Zepeda & Brunz, LLC, shall be based on the following Fee Schedule.

FEE SCHEDULE	
Classification/Task	Rate
ENGINEERING	
Project Manager	\$170.00
Senior Engineer	\$130.00
Staff Engineer	\$85.00
CAD Technician	\$90.00
SURVEYING	
Project Manager/RPLS	\$160.00
RPLS	\$125.00
Senior Survey Technician	\$110.00
Junior Survey Technician	\$85.00
3-Man Survey Crew	\$155.00
Easement, Parcel Plats & Descriptions	\$2250/parcel
ADMINISTRATIVE	
Administrative Assistant	\$60.00
Mileage	IRS Allowable Rate
Expenses (Meals, Lodging, Air Fare, Etc.)	Out-of-Pocket Cost
Reproduction/Plotting Services	\$3.00/page or plot
Delivery Service	\$50.00

C-16

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.

C-18

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.)

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

C-20

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **ARREDONDO, ZEPEDA & BRUNZ, L.L.C.** (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.

Arredondo, Zepeda & Brunz, LLC
Name of Consultant

By: *Victor M. Zepeda*
Signature

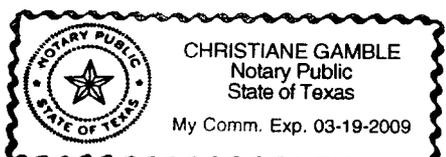
Victor M. Zepeda
Print Name

President
Title

October 22, 2007
Date

STATE OF TEXAS §
COUNTY OF Dallas §
§

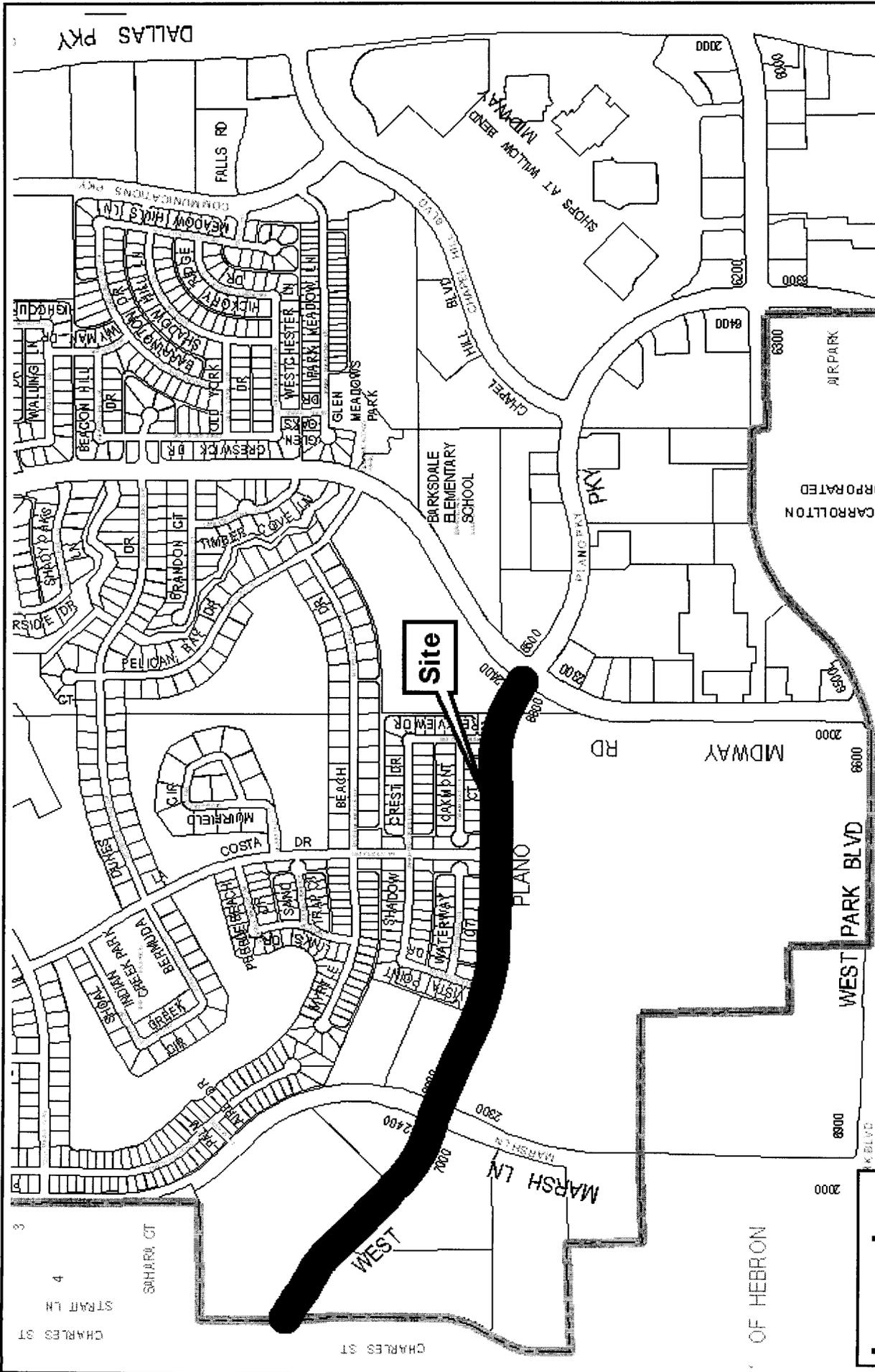
SUBSCRIBED AND SWORN TO before me this 22nd day of October, 2007.



Christiane Gamble
Notary Public, State of Texas

Engineering Services Agreement
Plano Parkway – Midway to West City Limit
Project No. 5846

C-22



**PLANO PARKWAY MIDWAY TO WCL
LOCATION MAP**

0 435 870 1,740 2,610 3,480 Feet

1 inch equals 800 feet

October 23, 2007

Legend

- PLANO Water Main
- PLANO sewer lines
- PLANO Railroads
- Stream_Centerlines
- city_limits

CITY OF CARROLLTON
CITY OF CARROLLTON
CITY OF CARROLLTON

23



**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:	11/12/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Fleet & Equipment Services Division		Initials	Date	
Department Head:	Karl Henry	Jimmy Foster	Executive Director	12/31/07	
Dept Signature:	<i>[Signature]</i>		City Manager	11/11/07	
Agenda Coordinator (include phone #):	Linda M. Robinson x4180				

ACTION REQUESTED:

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

CAPTION

Approval of the purchase of (1) 6-Post Mobile Lifting System (90,000 lb. capacity); (8) Mobile Support Stands (Tall/15,000 lb capacity); (4) Pairs of Reduction Sleeves (for smaller tire diameter 13" rim); (1) Heavy Duty Air/Hydraulic Transmission Jack; (1) 4-Post Mobile Lifting System (60,000 lb capacity); (2) 2-Step Air/Hydraulic, 6.7" Head (33,000/66 lb. capacity); (2) 2" Extension for 2-Step; (2) 4" Extension for 2-Step; (2) 14" Extension for 2-Step in the amount of \$101,905.35 from Automotive Resources, Inc. through an existing contract/agreement with Texas Association of School Board Purchasing Program contract and authorizing the City Manager or his designee to execute all necessary documents. (239-05)

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR:	07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	135,000	0	135,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-101,905	0	-101,905
BALANCE		0	33,095	0	33,095

FUND(s): EQUIPMENT REPLACEMENT FUND (071)

COMMENTS: Funds are included in the FY 2007-08 approved budget for the purchase of a vehicle lift system for Equipment Services. The balance of funds will be used for other ERF purchases.

STRATEGIC PLAN GOAL: New Equipment additions relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services requests the purchase of one 6 Post Lift, 90,000 lb. Capacity Mobile Lifting System, Eight Mobile Support Stands Tall 15,000 Lb., four Pairs Of Reduction Sleeves, one Transmission Jack, Heavy Duty, Air/ Hydraulic, two 2-Step Air/Hydraulic, 33,000/66 Lb. two 2" Extension for 2-Step, Two 4" Extension for 2-Step and two 14" Extension for 2-Step, through the Texas Association of School Board Purchasing Program awarded to Automotive Resources, Inc. This unit is a new addition to the fleet approved per fiscal year 07/08 for Dept 342/Fleet & Equipment Services and funded through Account 071-8416/Supplement 71342002.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (239-05).

Total purchase price of mobile lifting systems is \$101,905.34



MEMORANDUM

DATE: October 25, 2007

TO: Steve Tillman, Senior Buyer

FROM: Gloria Marlow, Technical Coordinator

SUBJECT: Request to purchase a ARI-Hetra Mobile Lifting System and Accessories through the Texas Association of School Board Purchasing Program contract No. 239-05 awarded to Automotive Resources, Inc. as the following items:

(1) 6-Post Mobile Lifting System (90,000 lb Capacity)	\$52,437.41
(8) Mobile Support Stands (Tall/15,000 lb Capacity)	4,987.68
(4) Pairs of Reduction Sleeves (for smaller tire diameter 13" rim)	548.76
(1) Heavy Duty Air/Hydraulic Transmission Jack	6,579.64
(1) 4-Post Mobile Lifting System (60,000 lb Capacity)	36,102.37
(2) 2-Step Air/Hydraulic, 6.7" Head (33,000/66 lb Capacity)	3,157.90
(2) 2" Extension for 2-Step	40.58
(2) 4" Extension for 2-Step	43.84
(2) 14" Extension for 2-Step	86.86
Less GSA Quantity Discount: 2 Systems: 2%	<u>\$ -2,079.70</u>
Total Price	\$101,905.34

NOTE: This is a new addition to the fleet for Dept 342/Fleet & Equipment Services and will be funded as: Account 71-8416/Supplement 71342002, Budgeted amount \$135,000.000.

Please reference Purchase Order Requisition No: 904862.

Please feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Reid Choate
Diane Palmer
Stephen Teiper

d-2

CITY OF PLANO

10/25/07

Page - 1

P.O. Number 904862 OR

Cost Center 071

Supplier AUTOMOTIVE RESOURCES INC
9990 LEE HIGHWAY #160
FAIRFAX VA 22030-1720

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

Ordered 10/25/07 Freight
Requested 10/25/07 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
6-POST 90K MOBILE LIFT. SYSTEM CONTRACT # 239-05 REQUEST TO PURCHASE ONE (1) ARI-HETRA MOBILE LIFTING SYSTEM AND ACCESSORIES. ONE (1) 6-POST 90,000 LB. CAPACITY MOBILE LIFTING SYSTEM. MODEL HDML-8-6. THIS PURCHASE IS THROUGH THE TEXAS ASSOCIATION OF SCHOOL BOARD PURCHASING PROGRAM CONTRACT NO. 239-05; AWARDED TO AUTOMOTIVE RESOURCES, INC. NOTE: THIS IS A NEW ADDITION TO THE FLEET FOR DEPT. 342/ FLEET & EQUIPMENT SERVICES AND WILL BE FUNDED AS: ACCOUNT 071-8416. SUPPLEMENT 71342002. BUDGETED AMOUNT \$135,000.00. REQUESTED BY GLORIA MARLOW.	1	EA	52,437.4100	52,437.41	10/25/07
MOBILE SUPPORT STANDS, TALL MODEL AB-6-20 MOBILE SUPPORT STANDS, TALL. 15,000 LB. CAPACITY. QTY: 8.	8	EA	623.4600	4,987.68	10/25/07
REDUCTION SLEEVES	4	EA	137.1900	548.76	10/25/07

d-3

CITY OF PLANO

10/25/07

Page - 2

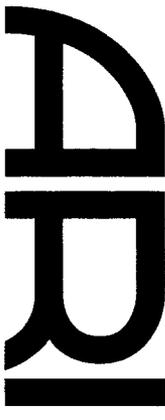
Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	904862 Request Date	OR
MODEL EP-2 REDUCTION SLEEVES (FOR SMALLER TIRE DIAMETER 13" RIM) PER PAIR. FOUR (4) PAIR.						
H.D. TRANSMISSION JACK MODEL AH-2500 ONE (1) TRANSMISSION JACK, HEAVY-DUTY, AIR/HYDRAULIC.	1	EA	6,579.6400	6,579.64	10/25/07	
MOBILE LIFTING SYSTEM MODEL HDML-8-4 FOUR (4) POST, 60,000 LB. CAPACITY MOBILE LIFTING SYSTEM.	1	EA	36,102.3700	36,102.37	10/25/07	
TWO STEP AIR/HYD., 33,000 LB. MODEL WS-02215 TWO (2) TWO-STEP AIR/HYDRAULIC, 33,000/66 LB. CAPACITY, 6.7" HEAD.	2	EA	1,578.9500	3,157.90	10/25/07	
2" EXTENSION FOR WS-02215 MODEL WSA.5.066.0052	2	EA	20.2900	40.58	10/25/07	
4" EXTENSION FOR WAS-02215 MODEL WSA.5.066.--53	2	EA	21.9200	43.84	10/25/07	
14" EXTENSION FOR WAS-02215 MODEL WSA. 5.066.0034	2	EA	43.4300	86.86	10/25/07	
LESS GSA QUANTITY DISCOUNT 2 SYSTEMS 2% PRICING PER GEXAS BUY BOARD SCHEDULE CONTRACT NO: 160-02. TOTAL PRICE \$101,905.34.	1	EA	2,079.7000-	2,079.70-	10/25/07	

Total Order

101,905.34

TermNet 30 Days

d-4



Mr. Reid Choate
 Technical Coordinator
 City of Plano
 4200 W Plano Parkway
 Plano, TX 75093

d-5

October 17, 2007

Dear Mr. Choate:

Thank you for the opportunity to quote you prices on our ARI-HETRA mobile lifting system and accessories. The pricing shown below is pursuant to our GSA Contract No. GS-07F-7172B (DUNS No. 60-986-9987) and Texas Buy Board Schedule #239-05.

Quantity	Model	Description	Price
(1)	HDML-8-6	6-Post 90,000 Lb. Capacity Mobile Lifting System	\$ 52,437.41
(8)	AB-6-20	Mobile Support Stands, Tall, 15,000 Lb. Capacity	4,987.68
(4)pr.	EP-2	Reduction Sleeves (For Smaller Tire Diameter 13" Rim) Per Pair	548.76
(1)	AH-2500	Transmission Jack, Heavy-Duty, Air/Hydraulic	6,579.64
(1)	HDML-8-4	4-Post 60,000 Lb. Capacity Mobile Lifting System	36,102.37
(2)	WS-02215	Two-Step Air/Hydraulic, 33,000/66 Lb. Capacity, 6.7" Head	3,157.90
(2)	WSA.5.066.0052	2" Extension for WS-02215	40.58
(2)	WSA.5.066.0053	4" Extension for WS-02215	43.84
(2)	WSA.5.066.0034	14" Extension for WS-02215	86.86

TOTAL PRICE \$ 103,985.04
 Less GSA Quantity Discount: 2 Systems: 2% \$- 2,079.70

Pricing Per Texas Buy Board Schedule Contract No: 160-02
GRAND TOTAL PRICE \$ 101,905.34

- Terms: 1 % 10; Net 30
- Taxes: Responsibility of Purchaser
- Freight: FOB Destination
- Lease/Purchase Available
- Quotation Valid for 30 Days
- Issuance of Purchase Orders & Payments To: Automotive Resources, Inc.

AUTOMOTIVE RESOURCES, INC.
 12775 Randolph Ridge Lane
 Manassas, VA 20109

Toll Free: (800) 562-3250
Telephone: (703) 359-6265
FAX: (703) 359-6405

Authorized Purchasing Agent
 City of Plano

Bucky Tomme
 A.G. (Bucky) Tomme
 Regional Manager

BT/pd/94184

Website: www.ari-hetra.com
Email: webmaster@ari-hetra.com

lifting systems exhaust systems wheel service



**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:	11/12/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Technology Services			Date	
Department Head	David Stephens	Executive Director	<i>[Handwritten initials]</i> 11.02.07 11/5/07		
Dept Signature:	<i>[Handwritten Signature]</i>	City Manager			
Agenda Coordinator (include phone #): Amy Powell X7342					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT					
CAPTION					
Purchase from an existing contract/agreement authorizing the renewal of the maintenance agreement for CommVault Backup Software, in the amount of \$61,096, from Dell, through a Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-192).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	2,599,143	0	2,599,143
Encumbered/Expended Amount		0	-5,084	0	-5,084
This Item		0	-61,096	0	-61,096
BALANCE		0	2,532,963	0	2,532,963
FUND(S): TECHNOLOGY SERVICES FUND (066)					
COMMENTS: Funds are included in the 2007-08 Technology Services budget for this maintenance agreement in the amount of \$61,096. The remaining balance will be used throughout the year for other maintenance agreements.					
STRATEGIC PLAN GOAL: Maintenance agreements relate to the City's Goal of "Services Excellence".					
SUMMARY OF ITEM					
Technology Services recommends Council approve the expenditure for the renewal of CommVault Maintenance Software to backup the City's network, through Dell, in the amount of \$61,096 for a one-year maintenance agreement. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so, satisfies any State Law requiring local government to seek competitive bids for items. (DIR-SDD-192)					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memo, Quote					

Interoffice Memo

Date: 10/24/07
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: Annual Maintenance for Commvault Backup Software

We must renew our maintenance for our Commvault backup software we use the software to backup the City's network. We recommend purchasing this maintenance from Dell for a price of \$ 61,096.20 from their State of Texas Department of Information Resources contract DIR_SDD_192. The term of maintenance will run through December 27, 2008.

e-2

DELL**QUOTATION**

QUOTE #: 393093490

Customer #: 360554

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 10/23/07

Date: 10/23/07 10:13:44 AM

Customer Name: CITY OF PLANO

TOTAL QUOTE AMOUNT:	\$61,096.20		
Product Subtotal:	\$61,096.20		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
ML-CommVault Maint Renewal - 1000 (A0581629)	63	\$959.50	\$60,448.50
ML-CommVault Maint Renewal - 100 (A0581617)	6	\$95.95	\$575.70
ML-CommVault Maint Renewal - 10 (A0581616)	7	\$9.60	\$67.20
ML-CommVault Maint Renewal - 1 (A0581571)	5	\$0.96	\$4.80
Number of S & A Items: 4		S&A Total Amount: \$61,096.20	

COMMENTS
FOR: F51C4 PROD
F51C5 ECOMMERCE
F5F3F
TERM DATE FOR
12-28-07/12-27-08
GALAXY SOFTWARE
PREMIER SUPPORT
COVERAGE

SALES REP:	JASON GUEST	PHONE:	1800-274-3355
Email Address:	Jason_Guest@Dell.com	Phone Ext:	7268950

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

Unless you have a separate agreement with Dell, the terms and conditions found at

e-3

<http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm> shall govern the sale and resale of the Products and Services referenced in this quotation.

Prices and tax rates are valid in the U.S. only and are subject to change.

*****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

e-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 11/12/07		Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		Initials <i>[Signature]</i>	Date 11/02/07
Department Head	David Stephens	Executive Director		
Dept Signature:	<i>David Stephens</i>	City Manager		
Agenda Coordinator (include phone #): Amy Powell X7342				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
Approval of the purchase of servers for the Event Log Management Implementation and blade enclosure, in the amount of \$65,565 from Hewlett Packard Company through an existing contract/agreement with Department of Information Resources (DIR), and authorizing the City Manager or his designee to execute all necessary documents (DIR Contract No. DIR-SDD-233).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 07-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	66,210	0	66,210
Encumbered/Expended Amount	0	0	0	0
This Item	0	-65,565	0	-65,565
BALANCE	0	645	0	645
FUND(S): TECHNOLOGY INFRASTRUCTURE FUND (062)				
COMMENTS: Funds are included in the 2007-08 Budget for the purchase of servers and server enclosure for media protection and email archiving solutions throughout the City's technology infrastructure. STRATEGIC PLAN GOAL: Additional computer servers and server enclosures relate to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Technology Services recommends Council approve an expenditure of \$65,565 to Hewlett Packard Company through the Department of Information Resources (DIR) for the purchase of servers for the new Event Log Management implementation and new blade enclosure for further server replacement. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for items. (DIR Contract No. DIR-SDD-223).				
List of Supporting Documents: Memo, Quote		Other Departments, Boards, Commissions or Agencies		

Interoffice Memo

Date: 10/22/07

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: New Blade Server Enclosure and Event Log Management Servers

We are purchasing servers for the new Event Log Management implementation and a new blade enclosure for further server replacement and are recommending purchasing the servers and blade enclosure from Hewlett Packard (DIR Contract No. DIR-SDD-223). HP has a contract with the Department of Information Resources with the State of Texas as indicated above.

The cost of the servers and blade enclosure to be purchased from HP for this project will not exceed \$ 65,565.05.

f-2



PRICE QUOTATION

Quote Number: 1436258-2

October 19, 2007

Provided by: Tre Pinyerd

David Bucher

CITY OF PLANO-INFO SERVICES

Contract: TX - TEXAS DIR-SDD-223 (TXDIR)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
Group:					
1.		-Configurable- HP ProLiant BL460c server blade - Driveless	5	\$4,616.01	\$23,080.05
	447707-B21	Product - HP ProLiant BL460c server blade - Driveless			
	416660-L21	Processor - Dual Core Intel® Xeon® 5160 (3.00GHz, 1333 FSB) Processor			
	416660-B21	2nd processor - Dual Core Intel® Xeon® 5160 (3.00GHz, 1333 FSB) Processor			
	397413-B21	Memory - HP 4GB Fully Buffered DIMM PC2-5300 2X2GB Memory			
	447711-B21	Drive cage - HP BL460c backplane drive cage (two bays)			
	351580-B21	Storage controller upgrade - 128MB BBWC (Battery-Backed Write Cache) Enabler (for SA641, SA642 and E200)			
	431958-B21	1st hard drive - HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive			
	431958-B21	2nd hard drive - HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive			
	339778-B21	RAID setting - RAID 1 drive set (requires matching 2 hard drives) Network card - 2 Embedded ethernet ports Server management - Integrated Lights-Out (iLO2) Management (integrated on motherboard)			
2.	UE459E	HP Care Pack 3-year, 4-hour, 24x7 c-Class Server Blade Hardware Support - electronic	5	\$295.00	\$1,475.00
3.		HP BladeSystem c-Class c7000 Enclosure 3-inch LCD - Single Phase	1	\$7,618.00	\$7,618.00
	403321-B22	Product - HP BladeSystem c-Class c7000 Enclosure Power module - HP Single Phase Power Module Power supply - 2 HP BladeSystem c7000 Power Supplies Fan - 4 HP BladeSystem c7000 Fans Management module - HP BLc7000 Management Module ProLiant Essentials software - 16 ICE-BL Licenses - Insight Control Environment for BladeSystem Warranty - Warranty - 3 years - parts, labor, onsite - next business day			

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarranty/info. Sales taxes added where applicable. Freight is FOB Destination.

f-3



PRICE QUOTATION

Quote Number: 1436258-2

October 19, 2007

Provided by: Tre Pinyerd

David Bucher

CITY OF PLANO-INFO SERVICES

Contract: TX - TEXAS DIR-SDD-223 (TXDIR)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
		*Note - This product is pre-configured. Additional options ship separately			
4.	UE479E	HP Care Pack 3-year, 4-Hour, 24x7 c7000 Enclosure Hardware Support	1	\$742.00	\$742.00
5.	UE602E	HP Care Pack I&S service for HP c-Class BladeSystem Infrastructure - electronic	1	\$4,240.00	\$4,240.00
6.	412138-B21	HP c7000 Enclosure Power Supply Option Kit (supplied with IEC C20 - C19 jumper cord)	2	\$190.00	\$380.00
7.	412142-B21	HP Redundant Onboard Administrator Option	1	\$607.00	\$607.00
8.	412140-B21	HP Active Cool Fan Option Kit	4	\$114.00	\$456.00
9.		See Comments Below Part#.. 399593-B22 Desc HP BLc 1/10Gb VC-Enet Module Opt Kit	2	\$3,952.00	\$7,904.00
10.		See Comments Below Part#.. 409513-B21 Desc HP BLc 4G Virtual Connect FC Opt Kit	2	\$6,588.00	\$13,176.00
11.		See Comments Below Part#.. 413379-B21 Desc HP BLc7000 1 PH FIO Power Module Opt	1	\$144.00	\$144.00

SUB TOTAL : \$59,822.05

TOTAL PRICE : \$59,822.05

GET MORE FOR YOUR MONEY

Make the most of your budget and protect against technology obsolescence. Lease these HP products with a purchase price of \$59,822.05 for 36 months for as little as \$1,857.47 per month. At the end of the lease, send the equipment back to HP Financial Services and upgrade to new technology or purchase the equipment at its fair market value.*

GET MORE WITH HP FINANCIAL SERVICES

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

f-4



PRICE QUOTATION

Quote Number: 1436258-2

October 19, 2007

Provided by: Tre Pinyerd

David Bucher

CITY OF PLANO-INFO SERVICES

Contract: TX - TEXAS DIR-SDD-223 (TXDIR)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
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For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

* The monthly payment amount is for a lease commencing on or before 11/18/2007 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company.

Comments:

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

f-5



PRICE QUOTATION

Quote Number: 1451234

October 25, 2007

Provided by: Shauna Reedy

David Bucher

CITY OF PLANO-INFO SERVICES

Contract: TX - TEXAS DIR-SDD-223 (TXDIR)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
Group:					
1.		-Configurable- HP ProLiant DL360 G5 Server	1	\$5,303.00	\$5,303.00
	399524-B21	Product - HP ProLiant DL360 G5 Server			
	416579-L21	Processor - Dual Core Intel® Xeon® 5160 (3.00GHz, 1333 FSB) Processor			
	416579-B21	2nd processor - Dual Core Intel® Xeon® 5160 (3.00GHz, 1333 FSB) Processor			
	397413-B21	Memory - HP 4GB Fully Buffered DIMM PC2-5300 2X2GB Memory			
	413741-BTY	Storage controller - HP Smart Array P400i/256 Controller with battery			
	431958-B21	1st hard drive - HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive			
	431958-B21	2nd hard drive - HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive			
		Network card - 2 Embedded NC373i Multifunction Gigabit Network Adapters			
		Power supply - HP 1u Server 700w Hot Plug Power Supply			
	399542-B21	Redundant power supply - HP 1u Server 700w Hot-plug Power Supply			
		Redundant fan options - HP Redundant Fans			
	405154-B21	Riser card - PCI-X RISER Card			
	264007-B21	Multimedia drive - SlimLine DVD-ROM Drive (8x/24x) Option Kit			
	452141-B21	ProLiant Essentials - installed - HP Integrated Lights Out (iLO) Advanced Pack 1 Server License			
		Server management - Integrated Lights Out 2 (iLO 2) Standard Management			
	AF556A	Power cord - HP 1.83m 10A C13-UL US Power Cord			
		Warranty - HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day			
2.	U4497E	HP Care Pack, 3 Years, 4 Hours, 24x7, Hardware, ProLiant DL360	1	\$440.00	\$440.00
SUB TOTAL :					\$5,743.00

TOTAL PRICE :

\$5,743.00

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

f-6



PRICE QUOTATION

Quote Number: 1451234

October 25, 2007

Provided by: Shauna Reedy

Page 2 of 2

David Bucher

CITY OF PLANO-INFO SERVICES

Contract: TX - TEXAS DIR-SDD-223 (TXDIR)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
------	----------	-------------	------	------------	----------

GET MORE FOR YOUR MONEY

Make the most of your budget and protect against technology obsolescence. Lease these HP products with a purchase price of \$5,743.00 for 36 months for as little as \$186.02 per month. At the end of the lease, send the equipment back to HP Financial Services and upgrade to new technology or purchase the equipment at its fair market value.*

GET MORE WITH HP FINANCIAL SERVICES

For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

* The monthly payment amount is for a lease commencing on or before 11/24/2007 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company.

Comments:

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

f-7



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 11/12/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Technology Services		<i>[Signature]</i>	Date	
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	11-5-07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	11/5/07	
Agenda Coordinator (include phone #): Amy Powell X7342					

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

CAPTION

Approval of a contract/agreement to obtain Security Consulting Services from Internetwork Experts (INX), in the amount of \$64,299 through a Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-239)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	96,000	0	96,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-64,299	0	-64,299
BALANCE	0	31,701	0	31,701

FUND(S): **TECHNOLOGY SERVICES FUND (66)**

COMMENTS: Funds are included in the 2007-08 budget for contracted professional services. The balance of funds will be used for other contracts and professional service expenditures.

STRATEGIC PLAN GOAL: Security consulting and support services relate to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approval of expenditure in the amount of \$64,299 to Internetwork Experts (INX) for Security Consulting and Services which includes design, implementation, knowledge transfer and monitoring services, through the Department of Information Resources (DIR). The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for items. (DIR-SDD-239)

List of Supporting Documents: Staff Memo, Quote	Other Departments, Boards, Commissions or Agencies
--	--

Interoffice Memo

Date: 10/25/07
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: Security Consulting and Services

We are recommending obtaining Security Consulting and Services from Internetwork Experts (INX) as outlined in the attached memos. These services as outlined include design, implementation, knowledge transfer and monitoring services for a limited period of time. These services are to be obtained from the INX State of Texas Contract DIR-SDD-239 and include the deliverables as described in the attached memo for a not to exceed price of \$64,299.00.

g-2

IPS and MARS Install

Statement of Work

Prepared for



Prepared by



October 3, 2007

g-3



Contact Information

The information contained in this document is based upon meetings conducted between The City of Plano and INX Inc. (INX). For questions or clarifications regarding this document, please contact the following personnel:

INX, Inc.:

Stephanie Barnes
Senior Account Executive
1955 Lakeway Drive, Suite 220
Lewisville, TX 75057
Office: 469-549-3840
Cell: 972-567-5608
Email: stephanie.barnes@inxi.com

Richard Morse, CCIE # 17815
Senior Consultant
1955 Lakeway Drive, Suite 220
Lewisville, TX 75057
Office: (469) 549-3856
Email: richard.morse@inxi.com

g-4

Table of Contents:

1	Executive Summary	4
2	Introduction	4
3	Statement of Work.....	4
	3.1 Project Understanding	4
	3.2 Project Approach	5
	3.3 Planning and Assessment	5
	3.4 Design.....	5
	3.5 Implementation	5
	3.6 Documentation.....	6
4	Payment	7
5	Roles and Responsibilities	7
	5.1 The City of Plano	7
	5.2 INX.....	7
6	Additional Terms	8
7	Statement of Work Sign-Off.....	9

g-5

1 Executive Summary

INX has prepared this proposal for The City of Plano to setup their IPS's and MARS appliance. INX is a best-of-class professional services organization that maintains each of the elements that will ensure The City of Plano successful implementation of these products.

INX has a team of senior, experienced network engineering talent. INX has more than 25 Cisco Certified InterNetwork Expert (CCIE) certifications, the premier certification in the industry. In addition to the significant certifications, INX ensures that its network engineers are also highly experienced in providing consulting services in diverse scenarios and are proficient in working closely with clients to help them meet and exceed their network and business requirements.

INX welcomes the opportunity to present this proposal to The City of Plano. The collaboration between Cisco Systems and INX – a Cisco Professional Services Partner, will drive a successful technology solution to The City of Plano. This proposal will cover the terms in accordance with this project, defining the responsibilities of INX and The City of Plano, and the project completion criteria.

2 Introduction

This document identifies services for which INX can assist The City of Plano. This Statement of Work is for the delivery of network professional services and is dependent upon the accuracy of information provided by The City of Plano.

This project involves the setup of existing IPS 4240's and a CS-MARS 50 appliance at The City of Plano office.

3 Statement of Work

3.1 Project Understanding

The City of Plano has approached INX to deliver security solutions to meet the following initiatives:

Security Management

Logging and Analysis

- Log Analysis and Alerting - Provide event correlation from multiple end points and event notification on types of log messages
Beyond simply storing events is the ability to report upon, correlate and alert in critical information. By using the Cisco CS-MARS product and INX Best Practice design practices the handling of the large amount of data generated by security devices are addressed in an efficient and scalable manner.

Intruder Prevention

- Traffic Monitoring and Prevention - Monitor traffic beyond just what the firewall denies
Firewall blocking and reporting is the most basic of Intrusion Detection functionality. A higher level of awareness is provided by integrating signature based attack detection on the perimeter with the alerting and reporting capabilities of the Cisco CS-MARS platform.
- Internal Intrusion Prevention - Provide internal focused signature based attack blocking.
Intrusion prevention at the core provides the ability to monitor and/or block attacks that must be allowed to pass through the network. This includes common application level attacks (such as those targeted against WWW servers).

g-6

3.2 Project Approach

The INX Security Practice project methodology is comprised of four phases: Planning/Assessment, Design, Implementation, and Documentation.

3.3 Planning and Assessment

INX will provide a technical resource (or resource team) who is skilled in providing security solutions to work with The City of Plano designated representatives to gather the information necessary to ensure successful implementation of the existing IPS 4240's and MARS appliance. The assessment phase will be used to gather the information listed below for each of the identified initiatives:

Security Management Assessment/Planning

Logging and Analysis

- Log Analysis and Alerting
 - Identify devices which require alerting
 - Review standard alerts from policy
 - Review standard correlation rules
 - Identify any required custom alerts
 - Complete pre-install checklist
 - Review and provide MARS-monitored device checklist with The City of Plano

Intruder Prevention

- Traffic Monitoring and Prevention
 - Review default signature list with customer
 - Discuss INX Best Practice Internet traffic monitoring policies
 - Identify any existing integration of MARS and Firewall(s)
 - Identify and discuss any system upgrades required
 - Review and provide MARS-monitored device checklist for firewall if required

3.4 Design

During the Design Phase, INX will work from the information gathered in the Planning and Assessment Phase as well as the requirements provided by The City of Plano to ensure the solution will meet or exceed The City of Plano's expectations for the project. The project timeline and tasks may be revised during this phase in order to account for discoveries made during the Planning and Assessment Phase and a PCR may be required.

3.5 Implementation

INX approaches implementation from a skills-based perspective. Our deployment team is made up of engineers and consultants who have specific skill sets that will be utilized at appropriate times during a given project. This allows INX to provide a very specialized workforce to The City of Plano. The following outlines the work to be performed by INX in the Implementation Phase.

Security Management Implementation

Logging and Analysis

- Log Analysis and Alerting
 - Upgrade existing MARS to latest version
 - Install/Configure CISCO CS-MARS 50 appliance for basic log analysis
 - Implement alerting categories as per policy
 - Configure required devices to report to CISCO CS-MARS 50 as per checklist
 - Verify syslog connectivity from devices to CISCO CS-MARS 50

- Verify Netflow connectivity to CISCO CS-MARS 50
- Provide reproducible procedure for adding further devices and alerts
- Configure non-reporting network segments into CISCO CS-MARS 50

Intruder Prevention

- Traffic Monitoring and Prevention
 - Install/Configure three Cisco IPS 4240 as per checklist
 - Update IPS signatures to latest versions
 - Configure CISCO CS-MARS 50 to monitor Cisco IPS 4240
 - Configure IPS signatures on Cisco IPS 4240s as per The City of Plano policy
 - Configure CISCO CS-MARS 50 reporting as per policy

3.6 Documentation

During this phase, INX will produce the documentation specified in this SOW. If The City of Plano wishes to receive any additional documentation a PCR will be required and may result in additional charges to The City of Plano and adjustments to the timeframe.

g-8

4 Payment

All payment for INX invoices must list the project name and project ID number. Incomplete or incorrect invoices may be returned for correction. Payment terms are described in the Master Services Agreement between INX and The City of Plano. Invoices shall be sent to The City of Plano Accounts Payable Department.

NOTE: All hardware, software, accessories, etc. (all non-services items) will be billed separately and with NET-30 terms.

Service payment terms are NET-30.

Go ect

Contract Number DIR-SDD-239

Professional Services to be offered under the terms of this Statement of Work at the fixed price of: **\$10,230.00**

5 Roles and Responsibilities

To ensure the successful completion of this initiative, each of the parties below must bear the responsibility of and deliver the following:

5.1 The City of Plano

- Provide contact names for the network administrators with whom INX consultants will be working with.
- Provide full list of all the network equipment and any information necessary for the completion of the project. This includes device model, name, configuration, OS version, etc.
- Provide adequate space and environment for obtaining and reviewing all equipment configurations at all sites.
- Assist INX with information gathering and assessment.
- Provide INX with accurate and detailed LAN/WAN network drawings with device names and IP addresses.
- Provide any requested information, including but not limited to user information per the timeline and specifications defined by INX.
- Perform any desired labeling of cables, devices, etc.
- Perform any desired management of cables.

5.2 INX

- Provide engineering and consulting services as outlined and defined in the Scope of Work.

6 Additional Terms

The following Additional Terms shall govern this SOW unless a valid Master Services Agreement between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed, in which case the terms of the Master Services Agreement shall govern to the extent that they are inconsistent with this SOW.

A. Purchase Orders and Limitations of Warranties. Any purchase order submitted by The City of Plano in connection with this SOW shall be deemed subject to the terms of this SOW; INX's performance of such purchase order shall not constitute INX's acceptance of new or different terms, including pre-printed terms on such order. INX shall invoice The City of Plano for services in accordance with the terms stated in the SOW. The City of Plano shall pay all taxes, except for taxes due on INX's net income. INX warrants that services shall be provided by competent personnel in accordance with applicable professional standards. INX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The City of Plano acknowledges that INX, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with services performed hereunder; any INX software provided to The City of Plano as part of the services provided shall be subject to the vendor's copyright and licensing policy. To the extent such software is prepared by INX, it is provided by nontransferable, nonexclusive license for The City of Plano's internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. The City of Plano shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.

B. Limitation of Liability. IN NO EVENT SHALL INX BE LIABLE TO THE THE CITY OF PLANO FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; INX'S ENTIRE LIABILITY AND THE CITY OF PLANO'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO INX BY THE CITY OF PLANO FOR SERVICES AND/OR PERFORMANCE HEREUNDER.

Without limiting the foregoing, INX will have no responsibility for the adequacy or performance of (i) any third party software provided to INX under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

C. Non-Solicitation Provision. During the term of this SOW and for twelve (12) months thereafter, neither party will solicit for employment any employee or contractor of the other if such party was introduced to the employee directly or indirectly as a result of this SOW or any follow-on work.

D. Document Control/Responsibility. The City of Plano is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by The City of Plano and for actually reconstructing any lost or altered files, data or programs. INX assumes no responsibility for the protection of The City of Plano's data. INX is not liable for damage to software or data caused by service to the computer hardware equipment. The City of Plano agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by INX. INX is not liable for software damage due to any outside factor, i.e. software virus.

E. Force Majeure, Choice of Law and Venue. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas and any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.

F. Miscellaneous. This SOW constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services Agreement between the parties under the terms of which this SOW shall be incorporated. This SOW shall not be amended or modified except by written instrument signed by the parties.

Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this document.



7 Statement of Work Sign-Off

By signing below, both parties agree to the terms and conditions contained herein:

City of Plano

INX, Inc.:

1955 Lakeway Drive Ste 220
Lewisville, TX 75057

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

g-11



NETSURANT SERVICE AGREEMENT
FOR
MANAGED SUPPORT SERVICES

City of Plano

Prepared by

Stephanie Barnes & Traci Chrisman

and

Gary Derheim

Date: August 16, 2007

g-12

1. NetSurant Managed Service Offerings

1.1 Introduction

This document describes the managed support services to be provided to CITY OF PLANO (“CITY OF PLANO”) by the NetSurant Support Center (“NSC”). NetSurant, a business unit of INX Inc., was created specifically to provide on-going support services for the advanced technology solutions INX implements in its Business Ready Networks approach.

1.2 Service Offerings

NSC provides managed service offerings across three advanced technology/service areas: Network via SureManage offerings, IP Voice and Convergence via SureVoice offerings and Information Security via SureLock service offerings. NSC delivers these services using best practice processes, tools and expertise based on a combination of ITIL framework of IT service management processes, best of breed service management tools and highly skilled and experienced analysts. Our standard service delivery model encompasses the following IT Service Management disciplines: Incident Management, Problem Management, Change Management, Configuration Management, Fault Management and Device Management.

1.3 NetSurant Service Catalog

A separate document titled “NetSurant Service Catalog” provides a comprehensive and detailed list of service offerings NSC provides. The service catalog contains the following information:

- service offering descriptions
- levels of service provided
- optional and included service components within service offerings
- Bundles
- Pricing

The service catalog is the vehicle NetSurant uses to insure both that our customer's understand the NetSurant capabilities and that we understand our customer's requirements. It's the starting point for a series of discussions ultimately resulting in a Service Level Agreement (SLA) (documented in Section 2 below).

In some cases SLAs do not deviate at all from the standard service catalog while in other cases our customers have specific requirements that involve considerable change and/or clarification of the standard service catalog. Specific customer information (service offerings agreed to, device counts, etc.) as well as non-standard service level requirements agreed to is documented in section 2 below which becomes the governing document for SLAs. All other SLAs are embodied in the current version of the NetSurant Service Catalog.

The NetSurant Service Catalog may change as NetSurant improves service levels or provides new or improved service offerings. The current version of the NetSurant Service catalog is located at www.NetSurant.com.

g-13

1.4 NetSurant Service Management Framework

This section provides a brief overview of the standard service components available across all NetSurant service offerings. Full descriptions and details are contained in the NetSurant Service Catalog.

1.4.1 NetSurant Service Desk

The NetSurant Service Desk is staffed with highly skilled analysts and provides a single point of contact for incidents and service requests for customers and end-users creating organizational clarity and improved customer satisfaction.

1.4.2 Service Requests

Service Requests are requests from a customer to the NetSurant Service Desk for support, delivery, information, advice or documentation. Once documented and acknowledged by the NetSurant Service Desk, Service Requests initiate the Incident Management process below.

1.4.3 Fault Management

Fault Management involves NetSurant's use of best of breed tools to monitor managed devices for faults or threats (in the case of security devices). Fault or threat alerts automatically generate a Service Desk ticket initiating the Incident Management process below.

1.4.4 Incident Management

The Incident Management process aims to restore normal service operations as quickly as possible, minimize the adverse impact of incidents on the business and to provide customers and end-users with a single point of contact for all incidents and service requests.

1.4.5 Problem Management

The Problem Management process strives to ensure the reliability and stability of IT services through the proactive identification and correction of errors within the IT infrastructure. Problem Management allows for identification of underlying root causes of service failures and the proactive prevention of future incidents through Change Requests. Problem Management utilizes information from the Incident Management, Fault Management and Change Management functions.

1.4.6 Change Management

Change Management manages the risk associated with performing changes to the NetSurant IT infrastructure and customer environment allowing for consistent service to be delivered while facilitating changes. Change Management provides a method for implementing approved changes efficiently, cost-effectively, and with minimum risk to IT services and its underlying infrastructure. Common sources of changes include incident and problem resolutions as well as software updates for managed devices.

1.4.7 Configuration Management

Configuration Management involves backup of managed device configurations on a minimum daily basis. It also involves the ability for NetSurant analysts to use configuration management tools to research, locate and review any changes to device configurations.

1.4.8 Web Portal

The NetSurant web portal provides web-based access to ticket summary information, performance metrics and reporting.

1.5 Service Bundles

NetSurant recognizes that not all customer environments or service requirements are the same. Some customers want full service while others may only need selected service components. In an effort to clearly illustrate which components are logically integrated NetSurant has identified various groupings of service components referred to as Service Bundles.

Service Bundles are described in detail in the NetSurant Service Catalog and service bundles agreed to are noted in the Service Level Agreement.

1.6 NetSurant Optional Service Components

Some NetSurant service offerings include optional service components which can extend or enhance services based on customer requirements. Optional service components are described in detail in the NetSurant Service Catalog including the additional pricing structure involved. Any optional services agreed to are noted in the Service Level Agreement.

2. Service Level Agreements

SureVoice Service Level Agreement

Managed Device List		Device Description/Notes	Quantity
Device Types	Server-Based IPC		
IPC Servers			
Router/Gateway WAN Interfaces			
Large Router WAN interfaces			
Stackable Switches			
Core Switch Modules			
Analog Gateways			
IP Phones			
Sites			
	Router-Based IPC		
CME/CUE Router WAN Interfaces			
Stackable Switches			
IP Phones			
Service Bundles			
Service Bundle Name	Customer Specific Service Levels		Select One (Y/N)
Full Service	Includes all Standard Service Components		-----
Monitoring and First Level Support	Includes the following standard service components: 1, 3, 4, 6, 7 and 8		-----
Remote Service Desk	Includes the following standard components: 1, 2, 4, 5, 6 and 8		-----
Monitoring and Notification	Includes the following standard service components: 1, 3, 4 and 8		-----
Standard Components Agreed To			
Service Component Name	Service Level Agreements		Included (Y/N)
S.1	NetSurant Service Desk	Standard Service Levels (Reference NetSurant Service Catalog)	Y
S.2	Service Requests	Standard Service Levels (Reference NetSurant Service Catalog)	Y
S.3	Fault Management	Standard Service Levels (Reference NetSurant Service Catalog)	Y
S.4	Incident Management	Standard Service Levels (Reference NetSurant Service Catalog)	Y
S.5	Problem Management	Standard Service Levels (Reference NetSurant Service Catalog)	Y
S.6	Change Management	Standard Service Levels (Reference NetSurant Service Catalog)	Y
S.7	Configuration Management	Standard Service Levels (Reference NetSurant Service Catalog)	Y
S.8	Web Portal	Standard Service Levels (Reference NetSurant Service Catalog)	Y

SureVoice Service Level Agreement (continued)

Optional Components Agreed To

Optional Service Component Name	Service Level Agreements	Included (Y/N)
SV.01 Enhanced Utilization Reporting	Standard Service Levels (Reference NetSurant Service Catalog)	N
SV.02 Enhanced Change Management	Standard Service Levels (Reference NetSurant Service Catalog)	N
SV.03 Dedicated Primary Point of Contact	Standard Service Levels (Reference NetSurant Service Catalog)	N
SV.04 Enhanced Performance Reporting	Standard Service Levels (Reference NetSurant Service Catalog)	N
SV.05 Quarterly Reviews	Standard Service Levels (Reference NetSurant Service Catalog)	N
SV.06 IPC Server Recovery	Standard Service Levels (Reference NetSurant Service Catalog)	N
SV.07 Moves/Adds/Changes/Deletes	Standard Service Levels (Reference NetSurant Service Catalog)	N

SureVoice Pricing

Payment Info	Service Setup Fees	Monthly Service Fee
SureVoice Support Services	\$	\$

g-17



SureManage Service Level Agreement

Managed Device List		Device Description/Notes	Quantity
Device Types			
Standard Router WAN Interfaces			
Large Router WAN Interfaces			
Stackable Switches			
Core Switch Modules			
Analog Gateways			
Service Bundles			
Service Bundle Name	Customer Specific Service Levels	Select One (Y/N)	
Full Service	Includes all Standard Service Components	----	
Monitoring and First Level Support	Includes the following standard service components: 1, 3, 4, 6, 7 and 8	----	
Remote Service Desk	Includes the following standard components: 1, 2, 4, 5, 6 and 8	----	
Monitoring and Notification	Includes the following standard service components: 1, 3, 4 and 8	----	
Standard Components Agreed To			
Service Component Name	Service Level Agreements	Included (Y/N)	
S.1 NetSurant Service Desk	Standard Service Levels (Reference NetSurant Service Catalog)	Y	
S.2 Service Requests	Standard Service Levels (Reference NetSurant Service Catalog)	Y	
S.3 Fault Management	Standard Service Levels (Reference NetSurant Service Catalog)	Y	
S.4 Incident Management	Standard Service Levels (Reference NetSurant Service Catalog)	Y	
S.5 Problem Management	Standard Service Levels (Reference NetSurant Service Catalog)	Y	
S.6 Change Management	Standard Service Levels (Reference NetSurant Service Catalog)	Y	
S.7 Configuration Management	Standard Service Levels (Reference NetSurant Service Catalog)	Y	
S.8 Web Portal	Standard Service Levels (Reference NetSurant Service Catalog)	Y	
Optional Components Agreed To			
Optional Service Component Name	Service Level Agreements	Included (Y/N)	
SM.01 Enhanced Utilization Reporting	Standard Service Levels (Reference NetSurant Service Catalog)	N	
SM.02 Enhanced Change Management	Standard Service Levels (Reference NetSurant Service Catalog)	N	
SM.03 Dedicated Primary Point of Contact	Standard Service Levels (Reference NetSurant Service Catalog)	N	
SM.04 Enhanced Performance Reporting	Standard Service Levels (Reference NetSurant Service Catalog)	N	
SM.05 Quarterly Reviews	Standard Service Levels (Reference NetSurant Service Catalog)	N	
SureManage Pricing			
Payment Info		Service Setup Fees	Monthly Service Fee
SureManage Support Services		\$	\$

SureLock Service Level Agreement

Managed Device List		
Device Types	Device Description/Notes	Quantity
Firewalls - Primary		
Firewalls - Failover		
IPS Sensors - Primary	Assumed: Qty 2 – IPS-4240-K9 and Qty 1 – ASA5520-AIP20-K9	3
IPS Sensors - Failover	Assumed: Qty 1 – IPS-4240-K9 and Qty 1 – ASA5520-AIP20-K9	2
CSA Server Agents		
CSA Desktop Agents		
MARS Reporting devices	Assumed: Qty 100 reporting devices	1 – 100
Internet Gateways	Assumed: 4 internet gateways	4
IP Blocks to be Scanned (blocks of 255)		
Service Bundles		
Service Bundle Name	Customer Specific Service Levels	Select One (Y/N)
Full Service	Includes all Standard Service Components	Y
Monitoring and First Level Support	Includes the following standard service components: 1, 3, 4, 6, 7 and 8	----
Remote Service Desk	Includes the following standard components: 1, 2, 4, 5, 6 and 8	----
Monitoring and Notification	Includes the following standard service components: 1, 3, 4 and 8	----
Standard Components Agreed To		
Service Component Name	Service Level Agreements	Included (Y/N)
S.1	NetSurant Service Desk	Y
S.2	Service Requests	Y
S.3	Fault Management	Y
S.4	Incident Management	Y
S.5	Problem Management	Y
S.6	Change Management	Y
S.7	Configuration Management	Y
S.8	Web Portal	Y
Optional Components Agreed To		
Optional Service Component Name	Service Level Agreements	Included (Y/N)
SL.O1	Enhanced Utilization Reporting	N
SL.O2	Enhanced Change Management	N
SL.O3	Dedicated Primary Point of Contact	N
SL.O4	Enhanced Performance Reporting	N
SL.O5	Quarterly Reviews	N
SL.O6	Security Report Analysis	N
SL.O7	Perimeter/Internal Vulnerability	Y
SureLock Pricing		
Payment Info		
SureLock Support Services	Service Setup Fees \$4,562	Monthly Service Fee \$6,083

6719

3. Service Implementation Process

NSC will follow the steps defined below, once the Agreement has been executed, to begin the turn-up of services.

- Obtain network diagram, if one exists, from CITY OF PLANO
- Obtain IP addressing scheme from CITY OF PLANO
- Obtain list of devices logins and passwords from CITY OF PLANO
- Configure loop-back interfaces on monitored devices
- Configure SNMP community strings for monitored devices
- Deploy an NSC-managed PIX 501 firewall can configure for the LAN-to-LAN VPN tunnel
- Obtain IPT server information
- Install Prognosis monitoring/management agent on IPT servers
- Configure IP Telephony reporting
- Configure IP Telephony monitoring elements and thresholds
- Discover network devices
- Create customer accounts in Service Desk
- Assign contacts to discovered devices
- Create network device reporting
- Setup account in Web portal
- Configure reporting and Service Desk access to Web portal

NSC will follow the steps defined below, once the Agreement has been executed, to begin the turn-up of services.

NOTE: These steps may have already been completed for CITY OF PLANO as a result of a previous support agreement.

4.1 Service Implementation Steps Common to all Service Offerings

- Obtain network diagram, if one exists, from CITY OF PLANO
- Obtain at least two emergency contacts provided for any and all incidents, including after-hours contacts with schedules and contact methods and enter into NSC database/secure web portal
- Setup account for ticket tracking system
- Setup account for NSC secure Web portal
- Send token to CITY OF PLANO (for two-factor authentication)
- Assist CITY OF PLANO with email CITY OF PLANO setup for receipt of monthly reports via secure email
- Ensure data availability on Secure Web Portal
- Provide instructions on receiving secure email reports

4.2 Service Offering 1: Managed Firewall

- Obtain public IP addressing scheme from CITY OF PLANO
- Obtain list of firewall logins and passwords from CITY OF PLANO
- Enable remote access to firewall(s)
- Configure SNMP community strings for firewall(s)
- Review existing configuration
- Deploy an NSC-managed/owned SysLog Server for firewall log archiving using CITY OF PLANO's staff for remote hands installation
- Enable logging on the firewall
- Setup log retrieval and archiving
- Enable firewall connection monitoring

g-20

- Setup vulnerability scanning

4.3 Service Offering 2: Managed Network Intrusion Detection Service

- Obtain IP's for gateway, netmask, DNS
- Configure sensor using above IP's
- Configure Firewall (by CITY OF PLANO or by NSC)
 - a.) Static public and private IP's for the IDS
 - b.) Allow inbound TCP port 22 to the IDS from 64.215.252.0/29 (remote access)
 - c.) Allow inbound ICMP echo request from 64.215.252.13 (remote monitoring)
 - d.) Allow out TCP port 25, udp port 123, to 64.215.252.0/28 (alerting)
 - e.) Allow echo reply outbound to 64.215.252.13 (remote monitoring)
- If IDS Sensor Installation is required:
 - a.) Ensure there is a place for a 1U rackmount device
 - b.) Deploy using CITY OF PLANO's staff for remote hands installation
 - c.) Each interface should be attached to a true hub or spanning port on the network segments to be monitored.
 - d.) After installed, call remote engineer to verify remote access, and verify that the sensor is seeing the appropriate traffic.
- Ensure IDS data is being transported and is available through the secure web portal

4.4 Service Offering 3: Managed HIPS Service

- Obtain CSA licenses based on need
- Upload license files to CSA mgmt console
- Obtain list of servers and their primary roles from CITY OF PLANO
- Build base agent kit
- Schedule and perform agent installation (requires host reboot for full functionality)
- Obtain list of desktops
- Build base desktop agent kit
- Schedule and perform agent install
- Policy Building/Tuning Phase
 - a.) All systems running in Test Mode (first 2 weeks):
 - b.) Review logs, build/tune policies
- Agent Activation
 - a.) Give CITY OF PLANO 24- or 48-hour notice of planned agent activation, and possible effects
 - b.) Activate agents as planned
 - c.) Review logs, ensure continued operation
- On secure web portal, assign agents to a company
- Provide host agent details, assign to a group
- Ensure data availability on secure web portal

4.5 Service Offering 4: Managed SIEM Service

- Obtain IP's for gateway, netmask, DNS
- Configure SIEM device using above IP's
- Configure Firewall (by CITY OF PLANO or by NSC)
 - a.) Static public and private IP's for the SIEM device
 - b.) Allow inbound TCP port 22 to the SIEM device from 64.215.252.0/29 (remote access)
 - c.) Allow inbound ICMP echo request from 64.215.252.13 (remote monitoring)
 - d.) Allow out TCP port 25, udp port 123, to 64.215.252.0/28 (alerting)
 - e.) Allow echo reply outbound to 64.215.252.13 (remote monitoring)
- Ensure SIEM data is being transported

4.6 Service Offering 5: Network Security Vulnerability Scanning

- Obtain netblocks to be scanned from CITY OF PLANO
- Enter data into scanning utility:
- Perform Initial Scan

g-21

- Ensure data availability on secure web portal

4.7 Service Offering 6: Security Report Analysis Service

- Obtain list of security reports requiring consulting services
- If Monthly Security Report Review Conference Call is desired by CITY OF PLANO determine schedule

4. CITY OF PLANO Obligations

CITY OF PLANO agrees to provide access to information and resources required to allow this service to be installed and function properly, including, but not limited to:

1. Submit completed Services Implementation Prerequisite (SIP) Document
2. Creation of and continuous administrator level access to all devices in managed device list from INX Inc.'s network for remote access and administration.
 - a. SureVoice and SureManage managed devices will be accessed via VPN connectivity to NetSurant owned PIX placed on customer network. All SureVoice/SureManage devices will be have loopback interfaces configured with appropriate NetSurant assigned IP addresses.
 - b. SureLock managed devices will be accessed via secure, encrypted connections over the internet. This requires the following:
 - i. Public IP Addresses for each SureLock managed device
 - ii. Network Address Translation (NAT) configuration for number i. above in the appropriate edge device (router or firewall).
 - iii. SSH or HTTPS access allowed through the customer firewall from the NetSurant secure network space to SureLock managed devices.
3. Maintain a current contact list containing at least two emergency contacts provided for any and all incidents, including after-hours contacts.
4. Customer's current change control process including scheduled maintenance windows or alternatively signed document stating customer agrees to use NetSurant's change control process.
5. Agreed upon schedule for periodic service review meetings

5. Additional Terms

The following Additional Terms shall govern this SOW unless a valid Master Services Agreement between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed, in which case the terms of the Master Services Agreement shall govern to the extent that they are inconsistent with this SOW.

5.1 Additional Services and Fees

Services provided for CITY OF PLANO by NSC not explicitly stated above are outside of the scope of the services, and non-trivial services (i.e. problems or modifications that require fifteen (15) minutes or more of an engineer's time) will be charged to CITY OF PLANO on a time and materials basis. The threshold for services considered to be "non-trivial" is based on the time required for resolution. CITY OF PLANO shall be notified before billable work is performed.

5.2 Inherent Risks

CITY OF PLANO UNDERSTANDS THAT SECURITY VULNERABILITY SCANS, HOST-BASED INTRUSION PREVENTION, SECURITY CONSULTING, SECURITY ADMINISTRATIVE TASKS, REMEDIATION, FIREWALLS AND INTRUSION DETECTION/PREVENTION SYSTEMS ARE A DIFFICULT AND IMPERFECT UNDERTAKING. WHILE ASSESSING AND

g-22

REMIEDIATING KNOWN SECURITY ISSUES SHOULD IMPROVE THE SECURITY OF CITY OF PLANO'S COMPUTER SYSTEM, NO COMPUTER SYSTEM IS COMPLETELY SAFE FROM ATTACK OR PENETRATION.

CITY OF PLANO FURTHER UNDERSTANDS THAT THE SCANNING AND PROBING NSC UNDERTAKES AS PART OF THIS AGREEMENT CAN NEGATIVELY IMPACT THE PERFORMANCE OF THE CITY OF PLANO'S COMPUTER SYSTEM, UP TO AND INCLUDING BLOCKING ACCESS OR SERVICES, IN A FEW EXTREME CASES.

CITY OF PLANO PERSONNEL MAY BE INVOLVED IN THE COLLECTION AND ANALYSIS OF DATA RELATING TO ASSESSMENT AND REMEDIATION SERVICES. CITY OF PLANO SPECIFICALLY UNDERSTANDS THAT THIS INVOLVEMENT MAY INTRODUCE INACCURACIES IN RESULTS AND SPECIFICALLY AGREES TO HOLD NSC HARMLESS FOR RELYING ON INFORMATION PRESENTED BY CITY OF PLANO PERSONNEL.

City of Plano agrees to back up its database twenty-four (24) hours prior to INX' on-site visit. In the event of a computer system malfunction, INX agrees to be responsible for one day's loss of data.

5.3 Hardware and Software licenses/ownership

NSC has deployed hardware and licensed software products to monitor, scan, probe, protect and otherwise analyze CITY OF PLANO's network and computer system(s). These devices and licenses are owned by NSC and do not extend to use by CITY OF PLANO. CITY OF PLANO agrees to abide by all licensing agreements and promptly uninstall and return any hardware devices and software left on CITY OF PLANO's computer system(s) or premises.

5.4 Responsibility for equipment at CITY OF PLANO site

CITY OF PLANO assumes full responsibility for all hardware and software belonging to NSC, but located on CITY OF PLANO's site. CITY OF PLANO hereby affirms that it has insurance to cover loss or damage to said equipment or that CITY OF PLANO assumes all responsibility for such loss or damage to NSC equipment.

5.5 Staff provided by NSC

If CITY OF PLANO hires any staff provided, or candidates and/or contractors presented, by NSC (the "Employee") during the period NSC is providing services to CITY OF PLANO, or within 12 months after the termination of NSC providing services to CITY OF PLANO, CITY OF PLANO agrees to pay NSC an amount equal to 25% of the annual compensation offered by the CITY OF PLANO and accepted by the NSC's Employee. For the purposes of this Agreement, staff provided by NSC shall also be any person whose employment or contract with NSC has terminated for any reason within six calendar months prior to that person being hired by CITY OF PLANO. For the purposes of this Agreement, a person is hired by CITY OF PLANO if that person performs services for CITY OF PLANO in excess of five hours in any period of seven business days during or within the one year period following the termination of NSC providing services to CITY OF PLANO and such services are not performed for the benefit and at the direction of NSC. CITY OF PLANO and NSC agree that the cost of NSC of recruiting, hiring, training, maintaining, rehiring and retraining employees, contractors or candidates is difficult to estimate with any amount of certainty, and that 25% of the annual compensation of such person is a reasonable forecast of the cost to NSC of CITY OF PLANO hiring an employee, contractor or candidate of NSC. Amounts payable pursuant to this Section shall be paid within 30 days after the day CITY OF PLANO hires the Employee.

5.6 Additional Terms and Conditions

A. Purchase Orders and Limitations of Warranties. Any purchase order submitted by CITY OF PLANO in connection with this SOW shall be deemed subject to the terms of this SOW; NSC's performance of such purchase order shall not constitute NSC's acceptance of new or different terms, including pre-printed terms on such order. NSC shall invoice CITY OF PLANO for services in accordance with the terms stated in the SOW. CITY OF PLANO shall pay all taxes, except for taxes due on NSC's net income. NSC warrants that services shall be provided by competent personnel in accordance with applicable professional standards. NSC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CITY OF PLANO acknowledges that NSC, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with services performed hereunder; any NSC software provided to CITY OF PLANO as part of the services provided shall be subject to the vendor's copyrights and licensing terms.

B. Term and Termination. This Agreement shall be come effective as of the date NetSurant executes this Agreement and shall remain in effect for the period indicated in the Duration of Agreement portion of the Summary of Terms section below,. Either party may terminate this Agreement without liability to the other party immediately by written notice in the event the other party (i)

g-23

materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notice thereof, or if such breach cannot reasonably be cured during that time, uses its best efforts to cure such breach as soon as practicable but in any event within ninety (90) days; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; (iii) becomes insolvent, becomes involved in any liquidation or termination of its business, is adjudicated a bankruptcy or effects an assignment for the benefit of creditors; or (iv) wishes to terminate for convenience. In the event this Agreement is terminated pursuant to this Section, Customer shall promptly pay NetSurant for the Services provided up to the date of termination.

Should CITY OF PLANO wish to terminate any of the Services Offerings or reduce the number of devices serviced hereunder, CITY OF PLANO agrees to pay to NSC, as liquidated damages and not as a penalty, an early termination fee equal to one hundred percent (100%) of the remaining balance of the term.

C. Limitation of Liability. IN NO EVENT SHALL NSC BE LIABLE TO CITY OF PLANO FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE BY INX, NSC'S ENTIRE LIABILITY AND CITY OF PLANO'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO NSC BY CITY OF PLANO FOR SERVICES AND/OR PERFORMANCE HEREUNDER.

Without limiting the foregoing, NSC will have no responsibility for the adequacy or performance of (i) any third party software provided to NSC under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

D. Non-Solicitation Provision. If CITY OF PLANO hires any staff provided, or candidates and/or contractors presented, by NSC (the "Employee") during the period NSC is providing services to CITY OF PLANO, or within 12 months after the termination of NSC providing services to CITY OF PLANO, CITY OF PLANO agrees to pay NSC an amount equal to 25% of the annual compensation offered by the CITY OF PLANO and accepted by the NSC's Employee. For the purposes of this Agreement, staff provided by NSC shall also be any person whose employment or contract with NSC has terminated for any reason within six calendar months prior to that person being hired by CITY OF PLANO. For the purposes of this Agreement, a person is hired by CITY OF PLANO if that person performs services for CITY OF PLANO in excess of five hours in any period of seven business days during or within the one year period following the termination of NSC providing services to CITY OF PLANO and such services are not performed for the benefit and at the direction of NSC. CITY OF PLANO and NSC agree that the cost of NSC of recruiting, hiring, training, maintaining, rehiring and retraining employees, contractors or candidates is difficult to estimate with any amount of certainty, and that 25% of the annual compensation of such person is a reasonable forecast of the cost to NSC of CITY OF PLANO hiring an employee, contractor or candidate of NSC. Amounts payable pursuant to this Section shall be paid within 30 days after the day CITY OF PLANO hires the Employee.

E. Document Control/Responsibility. CITY OF PLANO is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by CITY OF PLANO and for actually reconstructing any lost or altered files, data or programs. NSC assumes no responsibility for the protection of CITY OF PLANO's data. NSC is not liable for damage to software or data caused by service to the computer hardware equipment. CITY OF PLANO agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by NSC. NSC is not liable for software damage due to any outside factor, i.e. software virus.

F. Force Majeure, Choice of Law and Venue. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas and any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.

G. Taxes. NSC believes the services quoted/provided hereunder are tax exempt. However, if the State of Texas determines that a tax should apply or imposes a sales tax on these types of services, the tax amount will be passed through to and paid by CITY OF PLANO. CITY OF PLANO agrees to contact its own tax counsel/accounts concerning the tax aspects of this contract.

H. Miscellaneous. This SOW constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services Agreement between the parties under the terms of which this SOW shall be incorporated. This SOW shall not be amended or modified except by written instrument signed by authorized representatives of both parties.

I. Confidentiality. It is understood between the parties hereto that during the term of this Agreement, NSC will be dealing with confidential information and processes, which are CITY OF PLANO's property, used in the course of its business. NSC agrees on behalf of itself and its employees not to disclose to anyone, directly or indirectly, any of such confidential matters, or use them other than in the course of performing its duties and obligations hereunder. All documents and drafts which NSC prepares or which may be given to NSC during the term of this Agreement shall be deemed confidential information and are the exclusive property of CITY OF PLANO and shall remain in CITY OF PLANO's possession. Under no circumstances shall any such information or documents be removed from CITY OF PLANO's possession without CITY OF PLANO's written consent thereto first being obtained by NSC.

J. Warranty. NSC WARRANTS THAT SERVICES WILL BE PROVIDED BY COMPETENT PERSONNEL IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS. NSC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CITY OF PLANO HEREBY WAIVES ALL OTHER WARRANTIES OR GUARANTEES OF NSC, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

g-25

Summary of Terms									
Service Start Date:	November 1, 2007								
Duration of Agreement:	<input checked="" type="checkbox"/> <1 Year (9 Months)	<input type="checkbox"/> 2 Years (24 Months)	<input type="checkbox"/> 3 Years (36 Months)	<input type="checkbox"/> 5 Years (60 Months)					
Monthly Available Ticket Amounts									
Standard Monthly Available Ticket Quantity:									
Additional Monthly Tickets Subscribed to:									
Total Monthly Available Ticket Quantity:									
NetSurant Combined Pricing									
Payment Info		Service Setup Fees				Monthly Service Fees			
Subtotal:		1 Year	2 Years	3 Years	5 Years	1 Year	2 Years	3 Years	5 Years
		\$4,562				\$6,083			
Multi-Service Discount:		N/A				10%			
Grand Total:		1 Year	2 Years	3 Years	5 Years	1 Year	2 Years	3 Years	5 Years
		\$4,562				\$5,493			
Payment Terms:		Net30, Included with first invoice generated on Service Start Date.				Net30, First invoice generated on Service Start Date and the 1 st day of each month of service thereafter for the duration of the agreement.			

Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this document.

By signing below, both parties agree to the terms and conditions contained herein:

CITY OF PLANO:

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

NSC:

1955 Lakeway Dr., Suite 220
 Lewisville, TX 75057

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

g-26



**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:	11/12/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services	Initials	Date	
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	11/03/07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	11/15/07
Agenda Coordinator (include phone #): Amy Powell Ext. 7342				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER APPROVAL OF EXPENDITURE				
CAPTION				
Purchase from an existing contract/Agreement to authorize the purchase of Gartner Membership Seats in the amount of \$51,510.00 from Gartner through a Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-204)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
FISCAL YEAR:				
Budget	0	247,500	0	247,500
Encumbered/Expended Amount	0	-29,395	0	-29,395
This Item	0	-51,510	0	-51,510
BALANCE	0	166,595	0	166,595
FUND(s): TECHNOLOGY SERVICES FUND (066)				
COMMENTS: Funds are included in the 2007-08 Technology Services budget to renew the number of seat members in the Gartner Group. The remaining balance will be used throughout the year for other training.				
STRATEGIC PLAN GOAL: Training relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Technology Services recommends Council approve an expenditure of \$51,510.00 to Gartner through the Department of Information Resources (DIR) for renewal of two membership seats with an additional third seat. Two of these seats are IT Leader Advisor Seats and one is an IT Leader Reference Seat. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (DIR-SDD-204)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Quote , Staff Memo				

Interoffice Memo

Date: 10/22/07
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: Gartner Membership

We are recommending renewing our three research membership seats with Gartner. These newly configured research positions will allow us to access leading edge Information Technology and provide access to industry specialists in areas such as mobility research, telecommunications, networking, and infrastructure security. These two seats will aid our staff in providing real-time solutions for the City for a total costs for both Seats of \$ 39,780.00. In addition to these two seats we are adding a new IT Leader Reference Seat for a cost of \$ 11,730.00. This additional seat will provide the Director of Technology Services access into the Gartner research and also allow him to network with other Municipal IT Leaders around the Country and aid us in implementing more efficient solutions for our community. We will be purchasing these three seats for a total cost of \$ 51,510.00 from the Gartner State of Texas DIR contract number DIR-SDD-204. We have attached the Gartner quote.

h-2



TO: _____
Agency: **City of Plano**
FROM: **Chris Sherbrook**
DATE: 10/03/2007
SUBJECT: Purchase of Gartner Services
INSTRUCTIONS: **Confirm data in the RED columns**
 Please forward this document and a copy of your purchase order to DIR.
 Your purchase order should include this DIR reference number: DIR-SDD-204 .

Gartner Research.

	Advisor 1 year term = 7,548	Reference 1 year term = 4,895	
			Total Research Investment
Number of Seats			

Gartner IT Leaders Research

	IT Leader Advisor 1 year term = 19,890	IT Leader Reference 1 year term = 11,730	
Transition Price	1st year = 13,209 2nd year = 19,890	1st year = 7854 2nd year = 11,730	Total IT Leader Investment
Number of Seats	2	1	\$ 51,510.00

Total Year 1 Investment:	\$51,510
---------------------------------	-----------------

Please add/amend names of seat-holders:

Advisor Seatholders	Reference Seatholder
IT Leaders Advsiior Seatholder	IT Leader Reference Seatholder

This purchase is pursuant to the contract between the State of Texas Department of Information

Authorized By: _____

Date: _____

h-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: 11/12/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director	 	
Dept Signature:		City Manager		
Agenda Coordinator (include phone #): Pegues (7198)		(Project No. 5735)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To Dal-Tech Engineering, Inc., increasing the professional services contract by \$22,700.00 for the Alma Drive Widening project from Spicewood to Hedgcoxe, Contract Modification No. 2.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	77,748	1,132,252	0	1,210,000
Encumbered/Expended Amount	-77,748	-32,147	0	-109,895
This Item	0	-22,700	0	-22,700
BALANCE	0	1,077,405	0	1,077,405
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This modification, in the amount of \$22,700, will leave a current year balance of \$1,077,405 for the Alma Drive – Spicewood to Rowlett Creek project.				
STRATEGIC PLAN GOAL: Engineering design for streets relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
Additional design services are required for additional engineering and surveying for widening of Alma Drive from Rowlett Creek to Tatum Drive, in the City of Allen.				
The original contract amount was \$81,690.00. The Engineering Department is seeking City Council approval of this second modification because the amounts of the modification increases have exceeded 25%. The revised contract amount is \$132,595.00. This work is at the City of Allen's request and an interlocal agreement for payment of this work will be forthcoming.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Contract Modification		N/A		
Location Map				

CONTRACT MODIFICATION

**ALMA DRIVE WIDENING FROM SPICEWOOD TO HEDGCOXE
PROJECT NO. 5735**

**PURCHASE ORDER NO. 103216
CIP NO. 31383**

This shall serve as a Second Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and Dal-Tech Engineering, Inc. (hereinafter "Consultant"), dated January 22, 2007, for Professional Engineering Services for the referenced project (hereinafter "Project").

Services:

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

Survey and engineering design for the widening of Alma Drive from the bridge over Rowlett Creek to Tatum Drive in Allen, Texas, as requested by the City of Allen. Such services shall be completed by February 3, 2008.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$22,700.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

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

Original Contract Amount	<u>\$ 81,690.00</u>
Contract Amount (Including Previous Modifications)	<u>\$ 109,895.00</u>
Amount, Modification No. 2	<u>\$ 22,700.00</u>
Revised Contract Amount	<u>\$ 132,595.00</u>
Total Percent Increase Including Previous	<u>62.31%</u>

CITY OF PLANO
OWNER

Dal-Tech Engineering, Inc.
CONSULTANT

By: _____
(signature)

By: _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: Sedi A. Toumani, P.E.

Print
Title: City Manager

Print
Title: President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 2007, by **Sedi A. Toumani, P.E., President, of Dal-Tech Engineering, Inc.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

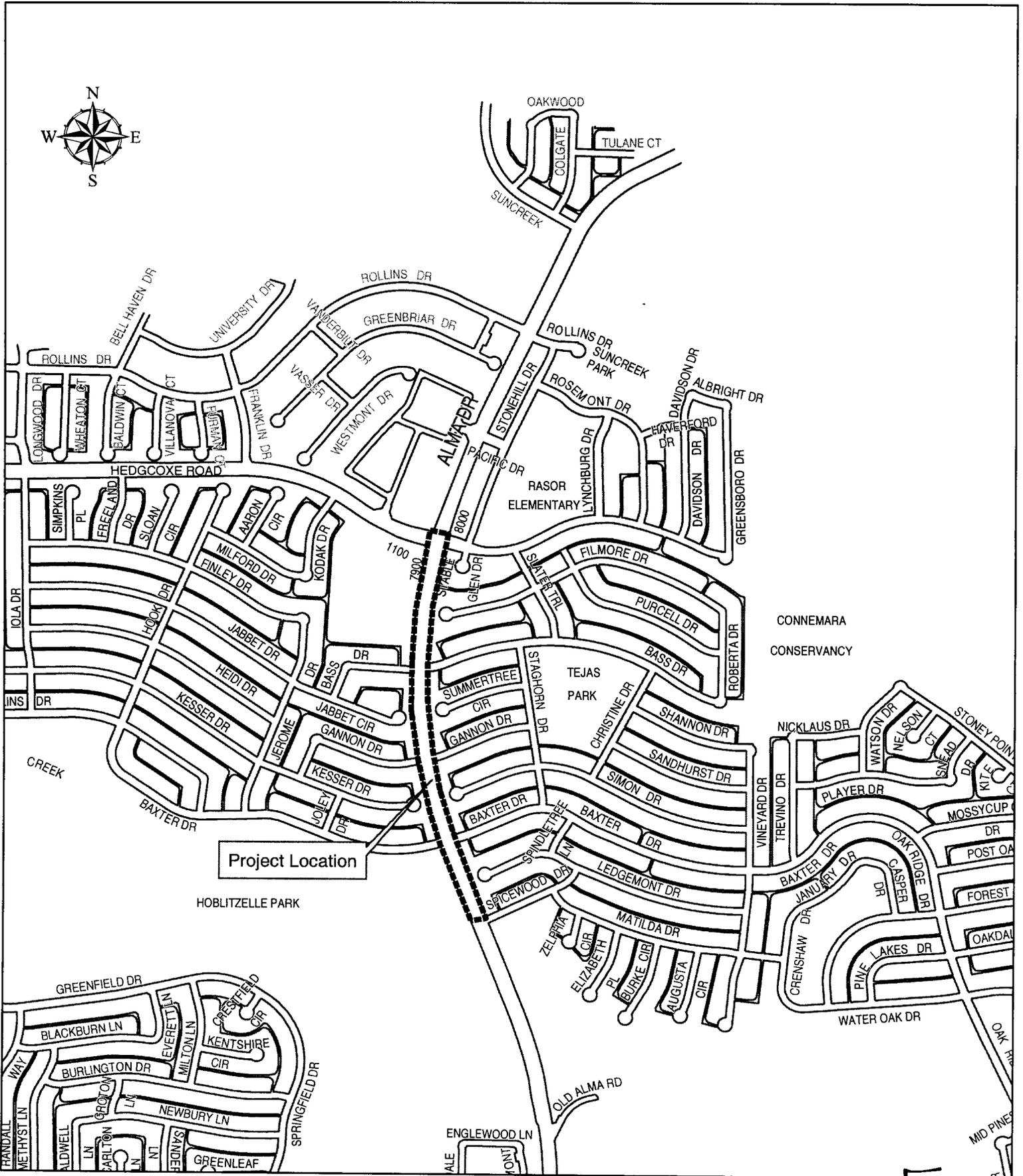
STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2007, by **Thomas H. Muehlenbeck, City Manager, of the City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

ALMA DRIVE WIDENING



LOCATION MAP

15
11/01/07



**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: 11/12/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering Department		Initials	Date	
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	10/24/07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	10/24/07	
Agenda Coordinator (include phone #):	Irene Pegues (7198)		(Project No. 5513)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

To Ed Bell Construction Company, increasing the contract by \$33,259.95 for Parker Road – K Avenue to Raton Lane, Change Order No 1. (Bid No. 2007-109-B)

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input checked="" type="checkbox"/> CIP	
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	405,107	3,658,893	0	4,064,000
Encumbered/Expended Amount	-405,107	-3,517,814	0	-3,922,921
This Item	0	-33,260	0	-33,260
BALANCE	0	107,819	0	107,819

FUND(S): STREET IMPROVEMENT CIP & WATER CIP

COMMENTS: Funds are included in the 2007-08 Street Improvement CIP and Water CIP. This change order, in the amount of \$33,260, will leave a current year balance of \$107,819 for the Parker-K Avenue to Raton Lane projects.

STRATEGIC PLAN GOAL: Street and water line construction relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This change order provides for additional driveway, sidewalk, street light and water line work not set up in the original contract but determined to be a necessary part of the project.

Staff recommends approval of Change Order No. 1. The contract total will be \$3,692,259.95, which includes change orders of 0.91% of the original contract amount of \$3,659,000.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Change Order No. 1	N/A
Location Map	

j-1

CHANGE ORDER NO. 1

**PARKER ROAD – K AVENUE TO RATON LANE
PROJECT NO. 5513**

**PURCHASE ORDER NO. 103240
CIP NO. 33-31405 AND 36-68967
BID NO. 2007-109-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **ED BELL CONSTRUCTION COMPANY** for the **PARKER ROAD – K AVENUE TO RATON LANE PROJECT**, dated **APRIL 23, 2007**.

B. DESCRIPTION OF CHANGE

The change order includes the following additions to the contract:

1. Special driveway repair on the north side of Parker Road at approximately station 26+00 in areas damaged by utility adjustments prior to start of the main portion of the project.
2. Removal and replacement of 2 existing driveways with related sidewalk and barrier-free ramps on the north side of Parker approximately between stations 10+34 and 11+97 to provide drives which conform to current handicap requirements.
3. Removal and replacement of an existing driveway on the west side of K Avenue south of Parker at approximately station 15+00 with related sidewalk and barrier-free ramps to provide a driveway which conforms to current handicap requirements.
4. Install curb and gutter in the parking area adjacent to proposed improvements on the south side of Parker Road approximately between stations 11+60 and 12+60.
5. Install 2 street light pole foundations along with 2" PVC street light conduit in the center median island on K Avenue south of Parker Road to allow for relocation of existing street light poles as required due to lengthening of left-turn lane.
6. Install 12" x 18" tapping sleeve and 12" valve for water line improvements on Parker Road at approximately station 26+34.

C. EFFECT OF CHANGE

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

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
P5	Remove Walk/Barrier-Free Ramp	3520	3603	SY	\$6.00	\$498.00
P6	Remove Drive/Parking	3,402	3,509	SY	\$6.00	\$642.00
P15	Concrete Drive/Parking	2,881	2,973	SY	\$44.00	\$4,048.00
P20	Concrete Walk	3,546	3,594	SY	\$31.50	\$1,512.00
P22	Barrier-Free Ramp	66	72	EA	\$800.00	\$4,800.00
P27	Sawcut	6,466	6,636	LF	\$4.00	\$680.00
P37	Special Drive Repair	0	1	LS	\$1,100.00	\$1,100.00
P38	Concrete Curb & Gutter	0	65	LF	\$29.23	\$1,899.95
W30	12" x 18" Tapp. Sleeve/12" Valve	0	1	EA	\$14,720.00	\$14,720.00
L2	2" PVC Conduit	4,136	4,416	LF	\$5.50	\$1,540.00
L4	St. Light Pole Foundation	25	27	EA	\$910.00	\$1,820.00
	TOTAL:					\$33,259.95

Original Contract Amount	<u>\$ 3,659,000.00</u>
Contract Amount (Including Previous Change Orders)	<u>\$ 3,659,000.00</u>
Amount, Change Order No. 1	<u>\$ 33,259.95</u>
Revised Contract Amount	<u>\$ 3,692,259.95</u>
Total Percent Increase Including Previous Change Orders	<u>0.91%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **14** day(s) to this project:

Original Contract Time	<u>300 working days</u>
Amount (Including Previous Change Orders)	<u>300 working days</u>
Amount Change Order No. 1	<u>14 working days</u>
Revised Contract Time	<u>314 working days</u>
Total Percent Increase Including Previous Change Orders	<u>4.67%</u>

j-3

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **ED BELL CONSTRUCTION COMPANY** do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated **APRIL 23, 2007**.

**OWNER:
CITY OF PLANO**

**CONTRACTOR:
ED BELL CONSTRUCTION
COMPANY**

By: _____
(signature)

By:  _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: STEVEN PRIDDY

Print
Title: City Manager

Print
Title: PRESIDENT

Date: _____

Date: 10/11/07

APPROVED AS TO FORM:

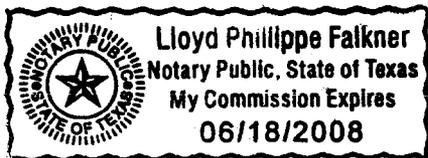
By: _____
Diane C. Wetherbee, City Attorney

j-4

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of OCTOBER, 2007, by STEVEN PRIDDY, PRESIDENT, of ED BELL CONSTRUCTION COMPANY a TEXAS corporation, on behalf of said corporation.



Lloyd Phillippe Falkner
Notary Public, State of Texas

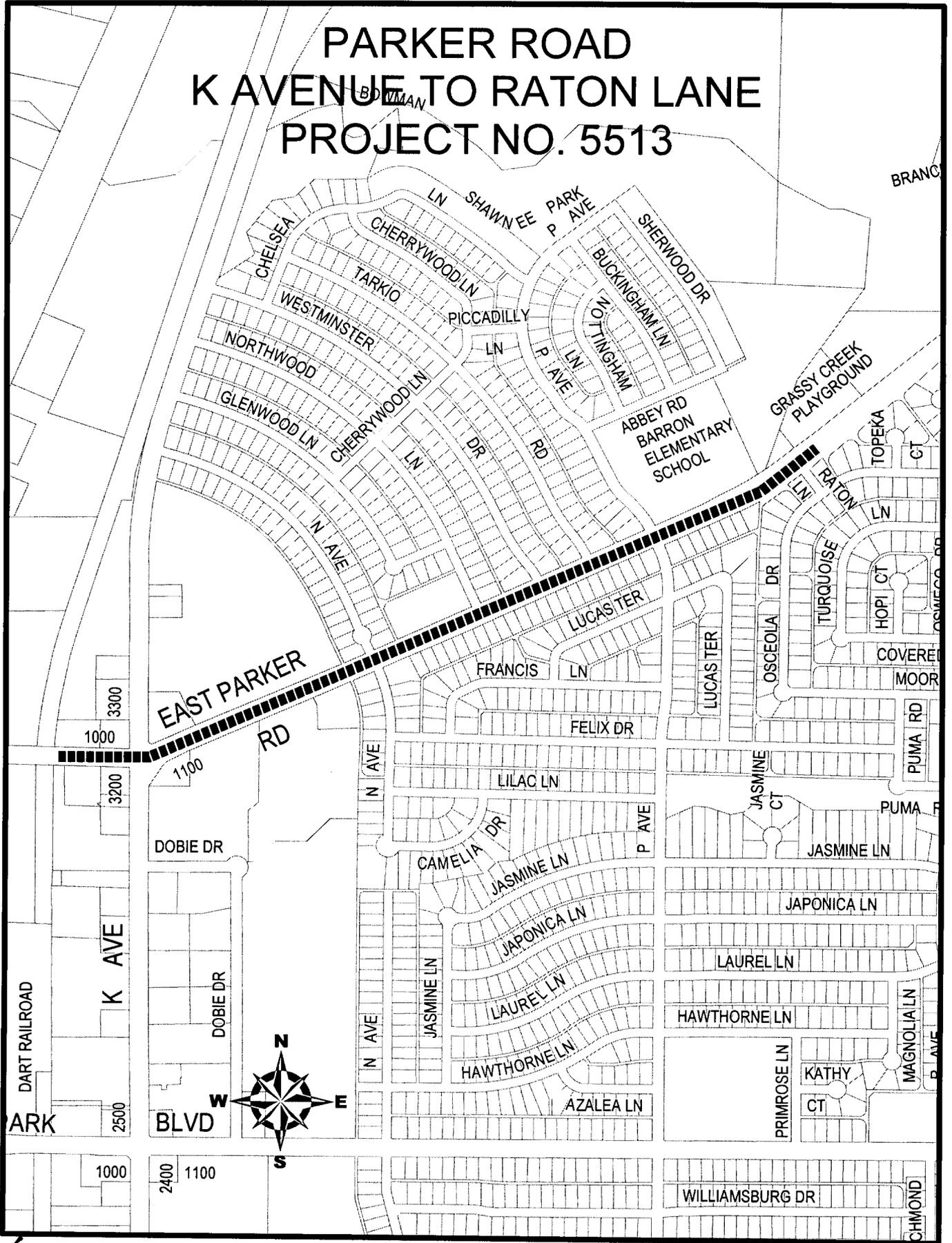
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

j-5

PARKER ROAD K AVENUE TO RATON LANE PROJECT NO. 5513



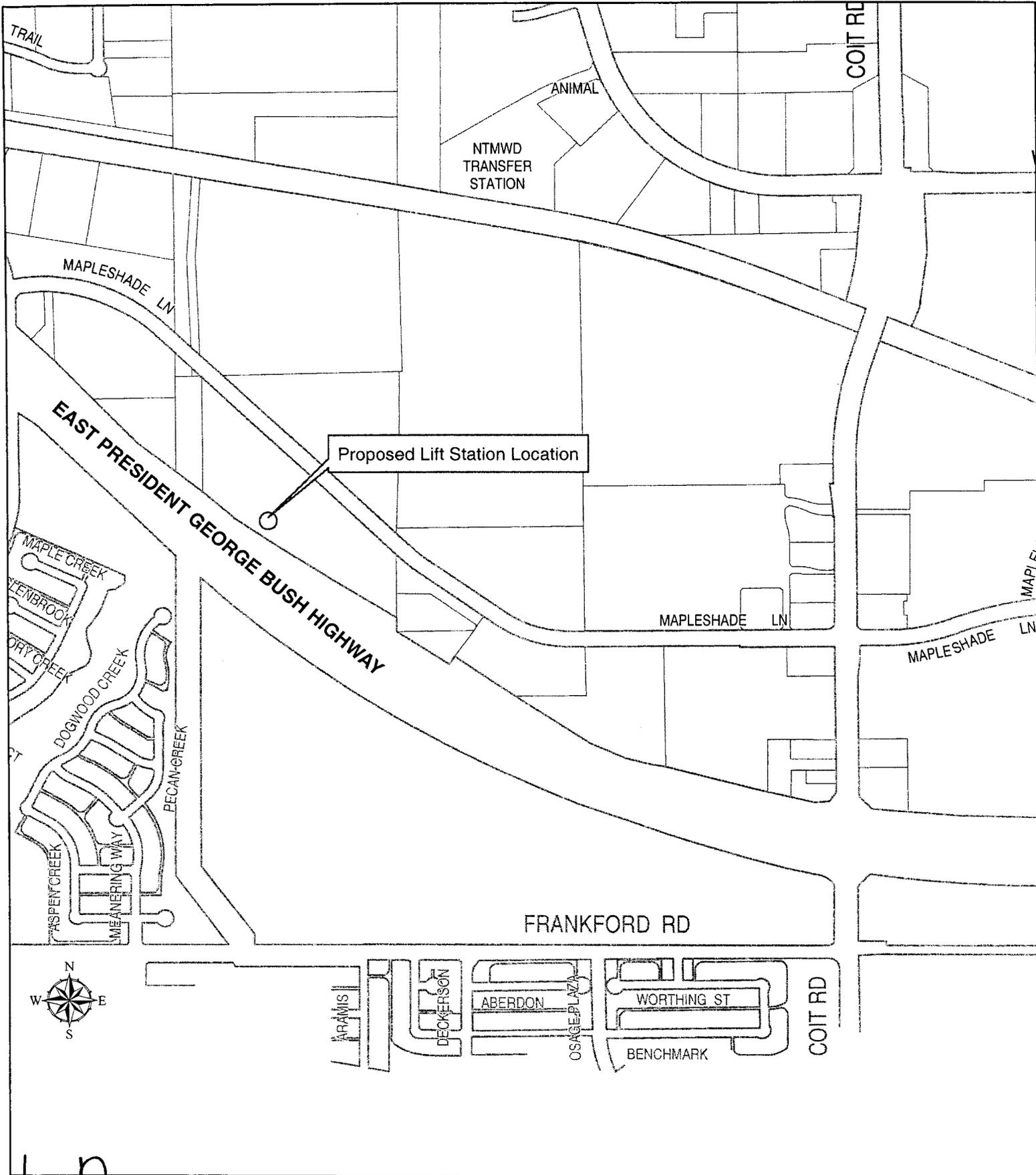
56



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: 11/12/07		Reviewed by Legal <i>HT</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch		Executive Director	
Dept Signature:	<i>Alan L. Upchurch</i>		City Manager	
Agenda Coordinator (include phone #):		Irene Pegues X-7198 <i>SP</i>	Project #5399-3 <i>10/31/07</i>	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER - PUBLIC IMPROVEMENT AGREEMENT				
CAPTION				
To approve the terms and conditions of a Public Improvement Agreement by and between the City of Plano, Texas, and Wolverine Equities Company 2000 Highway 190 L.P., for participation in the Mapleshade Lift Station located south of Mapleshade Lane between Ohio Drive and Coit Road.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	100,000	0	100,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-100,000	0	-100,000
BALANCE	0	0	0	0
FUND(S): SEWER CIP				
COMMENTS: Funds are included in the 2007-08 Sewer CIP Fund. This item allows the City to enter into a Public Improvement Agreement to reimburse Wolverine Equities Company 2000 Highway 190 L.P., in the amount of \$100,000, for construction associated with the Mapleshade Lift Station project.				
STRATEGIC PLAN GOAL: Lift Station construction relates to the City's Goals of Livable and Sustainable Community.				
SUMMARY OF ITEM				
This Public Improvement Agreement provides for the City to reimburse Wolverine Equities Company 2000 Highway 190 L.P., \$100,000 for costs associated with the construction of the Mapleshade Lift Station which will serve 147 acres located between Ohio Drive and Coit Road. The developer is paying other costs of the lift station, estimated to be \$150,000, to initially serve 63.5 of an ultimate 147 acre drainage area.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Public Improvement Agreement Location Map		n/a		

MAPLESHADE LIFT STATION



K-2

LOCATION MAP

09/30/07

PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2007, by and between the **CITY OF PLANO, TEXAS**, a Home Rule Municipal Corporation (the "City") and **WOLVERINE EQUITIES COMPANY 2000 HIGHWAY 190, L.P.**, a Texas limited partnership (the "Owner"), in the oversize participation amount by the City not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, as shown on Exhibit "B" attached hereto and made a part hereof.

WHEREAS, the Owner is the owner of a 28± acre tract of land (the "Owner's Tract") as further described and/or depicted on Exhibit "A-1" attached hereto and incorporated herein by reference, which Owner's Tract is located with approximately 147± acres of real property (the "Project Area") located in the City of Plano, Collin County, Texas, as further described and/or depicted on Exhibit "A-3" attached hereto and incorporated herein by reference. The Project Area is to be served by a sanitary sewer lift station called "Mapleshade Road Lift Station" (herein so called), which is to be located within the "Owners Tract" and south of Mapleshade Road, between Ohio Drive and Coit Road in the City of Plano, Collin County, Texas; and

WHEREAS, among other reasons, the parties have entered into this Agreement for the purpose of constructing and installing the Mapleshade Road Lift Station and construction of additional improvements to eliminate and avoid the harmful effects of premature subdivision which leaves property undeveloped and unproductive, and to ensure the completion of Public Improvements (as herein defined).

WHEREAS, the benefits of this Agreement inure solely to the City, the Owner, and other owners holding title to undeveloped real property within the "Project Area" for development, 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, 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 Owner of (a) the construction and installation of the Mapleshade Road Lift Station in sufficient capacity to serve the "Project Area", provided however the pump system (the "Pumps") to be installed by Owner shall be of a sufficient size to serve only the Owner's Tract, the immediately adjacent 35.5 ± acre tract (the "Adjacent Tract") as described and/or depicted on Exhibit "A-2" attached hereto and incorporated herein by reference, and approximately zero (0)

K-3

additional acres, (b) one (1) sanitary sewer force main (the "Force Main") of a sufficient size and/or in a sufficient capacity to serve the Pumps, and (c) one (1) sanitary sewer gravity system (the "Gravity System"; the Mapleshade Lift Station, the Force Main and the Gravity System are hereinafter collectively referred to as the "Public Improvements"). The \$100,000 oversize reimbursement for the Public Improvements is described in Exhibit "B". The Public Improvements costs are described on, Exhibit "C" attached hereto and made a part hereof. Notwithstanding anything to the contrary contained herein, in no event shall Owner be liable for (i) the oversizing and/or expansion of the Pump and/or the Gravity System, and/or (ii) the construction and/or installation of additional sanitary sewer improvements other than those Public Improvements contemplated by this Agreement to accommodate or serve real property other than the Owner's Tract and/or the Adjacent Tract.

1.02. Duty to Construct

Owner shall construct or cause to be constructed the Public Improvements in accordance with the City's Standard Specifications for Public Works Construction, which is made a part hereof by reference ("Standard Specifications"), and Owner's Engineering Plans, which have not yet been approved by the City, which are made a part hereof by reference ("Engineering Plans"). Owner shall commence construction of the Public Improvements no later than January 1, 2008, and shall complete the construction of the Public Improvements on or before January 1, 2009. The completion date may be extended by the mutual agreement of the parties hereto as evidenced in writing.

1.03 Agreed Benefit

Owner 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. Owner also agrees that Owner'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 Owner's Tract will have on the City's roadways and other infrastructure; provided, that, Owner shall be reimbursed for the costs of oversizing the Public Improvements or any portion thereof to serve property within the Project other than the Owner's Tract in accordance with Section 3.02 hereof or as otherwise provided in this Agreement. **Owner 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 may now have or which 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

Owner expressly warrants that the Public Improvements shall be constructed in substantial compliance with the Standard Specifications and Engineering Plans and free from all defects. Owner 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, 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 Owner shall remedy and repair all defects within twenty (20) days of written notice to Owner from the City that the defect exists. If the defect is of the type that will require additional time in which to remedy, the Owner 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 Owner additional time. However, in such event the Owner 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 Owner to Remedy Defect

If the Owner 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 Owner 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 Owner 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 Owner 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 Owner to seek additional bids. It is understood that when requesting bids, the Owner 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 Owner have the bidder revise its bid to add such details. Before the Owner 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 Wolverine Equities Company 2000 Highway 190, L.P., a Texas limited partnership (the "Developer"), Contract No. 5399-3 (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 Subdivision 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 Owner will not amend or change them without prior approval by the City, which approval shall not be unreasonably withheld.

3.02. Oversize Cost Reimbursement

(a) As construction proceeds, the City will reimburse the Owner those components or percentage of the costs of the construction of the applicable Public Improvement(s) which are allocable to the City as shown on Exhibit "B" attached hereto (the "City's Cost Share") and in accordance with the percentage payment and payment dates specified in Payment Schedule (as defined below). The City agrees to reimburse the Owner the applicable portion of the City's Cost Share within twenty (20) days after receiving written notification by Owner based on the following following the schedule specified in the table (the "Payment Schedule") below:

<u>Percentage</u>	<u>Payment Schedule</u>
50%	Upon completion of 50% of the applicable Public Improvement(s) and after October 1, 2007.
40%	Upon substantial completion of the applicable Public Improvement(s)
10%	Upon acceptance by the City of the applicable Public Improvement(s)

(b) From and after the final acceptance by the City of the "Public Improvements", and through the date which is ten (10) years thereafter, the City shall collect a pro rata fee from all other properties within the "Project Area" per City of Plano Ordinance #90-8-9. The City Engineer shall calculate the pro rata fee based on the actual final cost of the "Public Improvements" plus 6% engineering fees, less the City Participation (\$100,000) and shall be divided by 147 acres to determine a per acre pro rata fee. The pro rata fee will be assessed and paid by all properties within the "Project Area" prior to the property receiving final plat approval. The City will retain a one percent (1%) fee as an administration fee and return the remainder to the "Owner" "Owners Tract" shall be exempted from pro rata fees. Any property platted within the "Project Area" that connects to the "Public Improvements" that exceed the capacity of the "Public Improvements" shall be responsible for upsizing the "Pumps", force main and /or other appurtenances to provide sufficient capacity. An additional pro rata fee may be assessed against other undeveloped properties within the Project Area and collected for those improvements.

(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 six percent (6%) of such costs, which costs of Public Improvements are estimated on Exhibit "C" hereto.

ARTICLE IV. SECURITY

4.01. Forms of Security

(a) In order to guarantee completion of the Public Improvements and the faithful performance of this Agreement, the Owner 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:

(i) 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 Exhibits "D" and "E", respectively, which are made a part herein 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 against defects in the Public Improvements for the period of warranty set forth in Article II of this Agreement; and

(ii) An irrevocable letter of credit in the sum of one hundred (100) percent of the cost of the Public Improvements and in form and substance identical to the letter of credit attached hereto as Exhibit "F" 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 notarized statement from the City Manager, City Engineer or other party authorized to act on behalf of the City stating that Owner is in default; provided, however, any amounts drawn on the Letter of Credit and not required to remedy Owner's default shall be promptly returned to Owner.

(b) At any time and from time to time, Owner may make application (each being an "Application") to the City Engineer or his/her designee to reduce the amount of the original Letter of Credit or Cash Escrow, as applicable. If the City Engineer or his/her designee is satisfied that such portion of the completed Public Improvements specified in Owner's Application has been substantially completed in accordance with the Standard Specifications and Engineering Plans, he/she shall cause the amount of the Letter of Credit or Cash Escrow to be reduced by such amount specified in Owner's Application or in such other 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, as applicable, adequately secures the remaining cost to complete the remaining Public Improvements. If the City Engineer or his/her designee has approved the reduction in the amount of the Letter of Credit 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, as applicable, shall in no way be construed as an acceptance by the City of the completed Public Improvements.

(c) In the event that the City draws upon all or any portion of the Letter of Credit, any cash (the "Cash Escrow") received by the City shall be deposited in an interest bearing account as security for the completion of the Public Improvements pursuant to this Agreement. 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 any and all accrued interest thereon.

(d) After final acceptance of the Public Improvements by the City, the City shall immediately release and return to the Owner any Letter of Credit and/or Cash Escrow deposited with or held by or for the benefit of the City pursuant to this Agreement, and the Owner shall provide to the City a maintenance bond (the "Maintenance Bond") in the same amount from the Contractor actually performing the work, which Maintenance Bond shall be retained by the City for a period of one (1) year after acceptance by the City of the Public Improvements as security to ensure against defects during the warranty period specified in Article II of this Agreement. Such Maintenance Bond shall be substantially in the same form and substance as the form attached hereto as Exhibit "G", which is made a part hereof by reference, provided that any material changes thereto shall be approved in writing by the City Attorney or his/her designee. Notwithstanding the foregoing, in lieu of depositing the Maintenance Bond with the City as provided above, the Owner may deposit with the city an amount in cash (the "Maintenance Cash Escrow") equal to ten percent (10%) of the cost of the Project Improvements, which Maintenance Cash Escrow shall be held in escrow by the City in an interest bearing account, and any interest accrued thereon shall become part of the Maintenance Cash Escrow. The Maintenance Cash Escrow, if deposited hereunder, shall be retained by the City for a period of one (1) year after acceptance by the City of the Public Improvements as security to ensure against defects during the warranty period specified in Article II of this Agreement. At such time as any remaining Maintenance Cash Escrow is refunded to the Owner, 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 any Maintenance Cash Escrow shall be retained by the City as an administrative expense to cover the cost of administering this Agreement. In the event that Maintenance Cash Escrow 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 the Owner 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 Owner provide at Owner's cost a standard policy of title insurance in an amount equal to the cost of the Public 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 in compliance with this Agreement, the Standard Specifications, and the Engineering Plans, 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 the Public Improvements or any portion thereof at such times other than upon the final approval and the conditions provided above. 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 Owner has failed to commence construction of the Public Improvements by the date specified in Section 1.02 of this Agreement.

(b) The Owner 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 Owner has failed to perform work on the Public Improvements for thirty (30) consecutive days, unless due to causes beyond Owner's control, including, without limitation, acts of God, strikes, material or labor shortages, inclement weather and other causes not within the control of the Owner.

(d) The Owner has been declared insolvent.

(e) The filing of a voluntary or involuntary petition in bankruptcy by or against the Owner which is not removed within sixty (60) days of filing thereof.

K-10

(f) The commencement of a foreclosure proceeding of a lien against the Owner's Tract if such proceeding is not halted within fourteen (14) days of the commencement thereof, or its conveyance in lieu of foreclosure.

(g) The Owner'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, which failure is not cured within five (5) business days of receipt of written notice thereof.

(i) The failure of Owner to substantially comply with any other covenant or promise contained in this Agreement which failure is not cured within any applicable notice and cure period herein or if no notice and cure period is specified, within fifteen (15) days of receipt of written demand thereof.

6.02. Specific Remedies

(a) In the event of default by Owner, 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 and if it has been deposited with the City, and/or to require that the Surety remedy the default when any Bonds or Maintenance Bond, as applicable, has/have been issued and is in effect. Notwithstanding the foregoing, in the event of default, the damages that the City is entitled to recover from Owner 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, subject to the terms and limitations herein.

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

6.03. Performance Bond Surety

In the case where any Bonds or Maintenance Bond is/are 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 Owner 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 Owner 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 Owner, its contractor, agents or employees or the contractor's subcontractors, agents or employees; or on account of any negligent act or omission of the Owner, 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) Owner is not in default;
- (b) The assignment is to either a new owner of the Owner's Tract.
- (c) Owner 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 Owner's Tract and/or real property located within the Project;

(d) Owner delivers to the City an original counterpart of the assignment fully executed by the Owner 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 "H" 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 Owner 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 Owner, 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 hand delivery, overnight courier/delivery service or certified or registered mail and shall be deemed to have been given and received when received if hand delivered or sent by overnight courier/delivery service, or if mailed 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 Owner 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 Owner 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 Owner and shall be covenants running with the land described herein as the Owner's Tract and be binding upon all future owners of the Owner's Tract. This Agreement or a memorandum thereof, may be recorded in the Land Records of the county in which the Project 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. Owner's Authority

The Owner 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

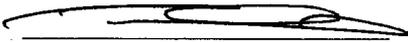
Plano, Texas 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee,
CITY ATTORNEY

WOLVERINE EQUITIES COMPANY 2000 HIGHWAY 190 LP,
a Texas Limited Partnership

BY: TYR, LLC, a Texas Limited Liability Company,
Its General Partner

By: 
R. Holt Lunsford, Member

K-15

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF COLLIN *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

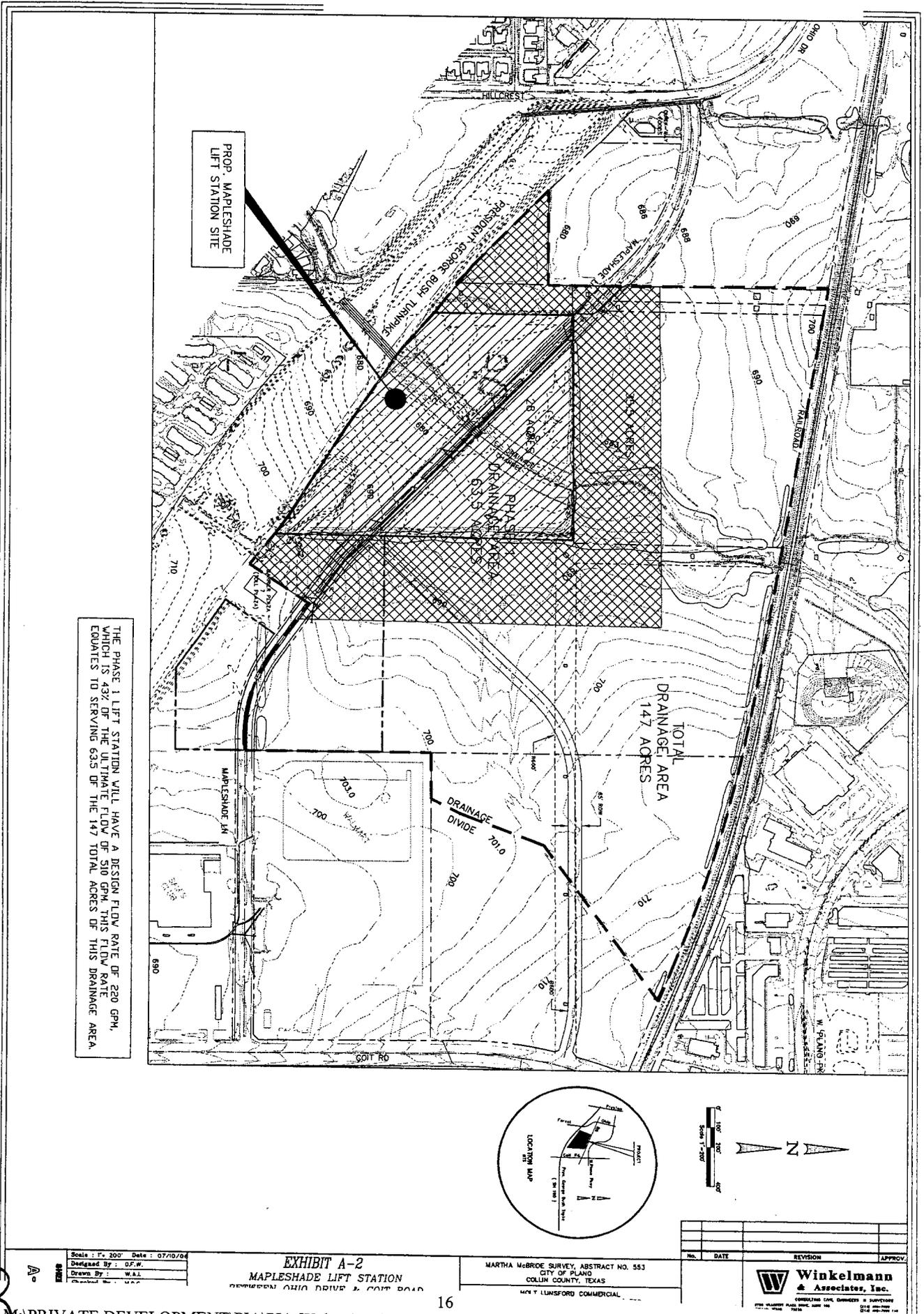
STATE OF TEXAS
COUNTY OF DALLAS *dallas*

This instrument was acknowledged before me on this the 1st day of August, 2007, by **R. Holt Lunsford**, Member/Manager of **TYR, LLC**, a Texas Limited Liability Company, General Partner of **WOLVERINE EQUITIES COMPANY 2000 HIGHWAY 190 LP.**, a Texas Limited Partnership, for and on behalf of said Limited Liability Company and said Limited Partnership.



Pat B. Hamilton
Notary Public, State of Texas

K-16



THE PHASE 1 LIFT STATION WILL HAVE A DESIGN FLOW RATE OF 220 GPM, WHICH IS 43% OF THE ULTIMATE FLOW OF 510 GPM. THIS FLOW RATE EQUATES TO SERVING 635 OF THE 147 TOTAL ACRES OF THIS DRAINAGE AREA.

Scale: 1" = 200' Date: 07/10/04
 Designed By: D.F.W.
 Drawn By: W.A.L.
 Checked By: W.A.L.

EXHIBIT A-2
MAPLESHADE LIFT STATION
 BETWEEN BRIN DRIVE & GOAT ROAD

MARTHA McBRIDE SURVEY, ABSTRACT NO. 553
 CITY OF PLANO
 COLLIN COUNTY, TEXAS
 M & T LUNSFORD COMMERCIAL

No.	DATE	REVISION	APPROV.

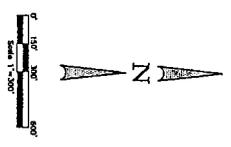
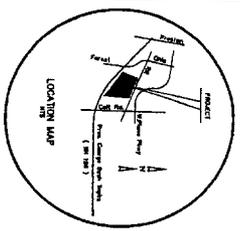
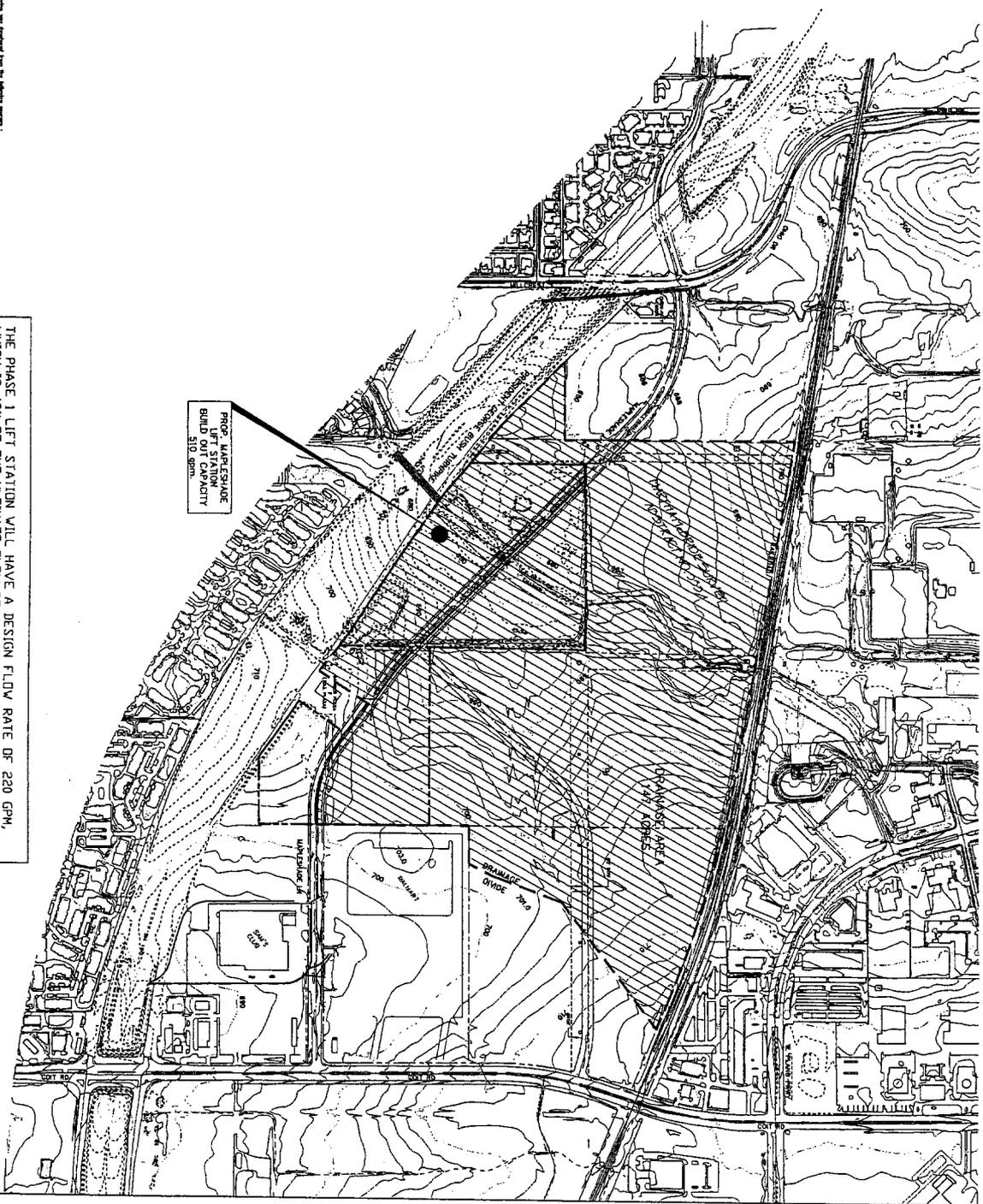


K-18

The information shown on this drawing was prepared from the following sources:
 1. Aerial Photographs, 1977, by the Michigan Department of Natural Resources.
 2. Topographic Map, 1977, by the Michigan Department of Natural Resources.
 3. Survey Data, 1977, by the Michigan Department of Natural Resources.
 4. Survey Data, 1977, by the Michigan Department of Natural Resources.
 5. Survey Data, 1977, by the Michigan Department of Natural Resources.
 6. Survey Data, 1977, by the Michigan Department of Natural Resources.
 7. Survey Data, 1977, by the Michigan Department of Natural Resources.
 8. Survey Data, 1977, by the Michigan Department of Natural Resources.
 9. Survey Data, 1977, by the Michigan Department of Natural Resources.
 10. Survey Data, 1977, by the Michigan Department of Natural Resources.

THE PHASE 1 LIFT STATION WILL HAVE A DESIGN FLOW RATE OF 220 GPM,
 WHICH IS 43% OF THE ULTIMATE FLOW OF 510 GPM. THIS FLOW RATE
 EQUATES TO SERVING 63.5 OF THE 147 TOTAL ACRES OF THIS DRAINAGE AREA.

FROM MARSHDALE
 LIFT STATION
 BOUND OUT CAPACITY
 510 GPM.



Scale: 1" = 300' Date: 4/2002

DRAINAGE AREA MAP

HARTHA & BRIDGE SURVEY

No.	DATE	REVISION	APPROV.

Winkelmann

K-19

EXHIBIT "B"

OVERSIZE PUBLIC IMPROVEMENTS

CITY'S COST SHARE

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Lift Station	1	LS	\$67,000	\$67,000
Force Mains	1	LS	\$28,000	\$28,000
Gravity System	1	LS	\$0	<u>\$0</u>
Subtotal:				\$95,000
City of Plano Engineering Reimbursement (not to exceed 6%)				<u>\$5,700</u>
			Total:	\$100,000*

Note: Maximum City's Cost Share shall not exceed \$100,000.00

k-20

EXHIBIT "C"

PROPOSED MAPLESHADE LIFTSTATION AND RELATED IMPROVEMENTS

**ESTIMATE OF THE COST FOR THE PUBLIC IMPROVEMENTS
(INCLUDING OVERSIZING COSTS)**

LIFT STATION

Excavation	\$	5,000.00
Lift station trench safety	\$	3,500.00
Wet well bottom slab	\$	400.00
26.5' vertical 72" dia. conc. pipe	\$	6,500.00
Wet well top slab	\$	500.00
Drywell bottom slab	\$	800.00
8' vertical 96" dia conc pipe	\$	5,440.00
20' vertical 48" dia. access manhole	\$	2,000.00
Drywell access door	\$	800.00
Drywell top slab	\$	1,000.00
waterproofing of drywell and wetwell	\$	4,000.00
2-7.5 HP Fairbanks Morse dry pit pumps	\$	23,000.00
Control Panel	\$	6,000.00
4" Gate valves	\$	800.00
4" Check Valves	\$	800.00
4" piping and fittings	\$	5,000.00
Pump Hoist	\$	1,200.00
Access ladder steps	\$	2,500.00
Sump pump and controls	\$	3,500.00
Blower and ventilation system	\$	4,500.00
Dehumidifier	\$	1,800.00
Lighting	\$	2,800.00
Scada telemetry system	\$	25,000.00
Sub-Total	\$	106,840.00

SITE WORK

Access drive	\$	15,000.00
Fencing and gate	\$	4,000.00
Electrical service	\$	15,000.00
Sub-Total	\$	34,000.00

FORCE MAIN

1850 L.F. 6" force main (Phase 1)	\$	30,000.00
Sub-Total	\$	30,000.00

GRAVITY COLLECTION SYSTEM

950 L.F. 10" Sanitary Sewer	\$	22,800.00
4 Sanitary Sewer Manholes	\$	11,200.00
Bore 10" Sanitary Sewer under Mapleshade	\$	8,000.00
Concrete encase 10" Sanitary Sewer @ channel	\$	4,000.00
Sub-Total	\$	46,000.00

Subtotal Construction Cost \$	216,840.00
10% Contingency \$	21,684.00

Estimated total construction costs	\$238,524
6% Engineering fees	14,311
Public Participation	-100,000
Pro Rata eligible costs	\$152,835

Pro Rata fee \$152,835/ 147 acres = \$1,040/acre

K-22

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, TEXAS**, a home-rule 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 Subdivision Improvement Agreement 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 the
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
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.

K-23

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:

K-24

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.

K-25

EXHIBIT "E"

PAYMENT BOND

STATE OF TEXAS
COUNTY OF COLLIN

0000000000

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, TEXAS**, 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 (as defined below) 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 Subdivision Improvement Agreement with the Owner (the "Contract"), dated on or about the _____ day of _____, A.D. 20___, which is made a part hereof by reference, for the Public Improvements (as defined in the Contract).

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, etc., accompanying the same, shall in any way 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.

K-26

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

TITLE: _____

ATTEST:

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.

K-27

EXHIBIT "F"

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 "Public Improvement Agreement" and dated to be effective as of _____, 20__ .

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 and notarized 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 signed and notarized 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 or this Letter of Credit replaced, as the case may be, upon written instruction by you specifying the amount of the reduction or replacement letter of credit, which in no event shall exceed the amount of this letter of credit.

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.

ABC BANK

BY:

Name: _____
Title: _____

K-28

EXHIBIT "G"

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, TEXAS**, a home-rule municipal corporation (called "City"), in the penal sum of _____ **DOLLARS** (\$ _____), to be paid in Collin County, Texas, 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 that certain Subdivision Improvement Agreement (called "Contract") with the City dated the _____ day of _____, 20__, 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 in accordance with the terms of the Contract, 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 _____, 20__.

Principal
By: _____
Title: _____

Surety
By: _____
Title: _____
Address: _____
Address: _____

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

Name: _____

Address: _____
City, State, Zip: _____

K-29

EXHIBIT "H"

ASSIGNMENT OF SUBDIVISION IMPROVEMENT

WHEREAS, _____, a _____ ("Original Owner") entered into a certain Subdivision Improvement Agreement (the "Agreement") dated _____ with the City of Plano, Texas (called "City"), which was recorded in Volume _____, Page _____ of the Land Records of Collin County, Texas; and

WHEREAS, the Agreement calls for the Original Owner's obligation to complete certain Public Improvements (as defined therein) within certain property located in the City of Plano, Collin County, Texas (the "Project"), to serve the Owner's Tract, the Adjacent Tract and/or other real property within the Project (as defined in the Agreement"), which Project is more fully described in Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, _____, a _____ ("New Owner") is the new owner of the certain _____± acres of real property (the "Property") located within the [**Owner's Tract/Project**];

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

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, the Original Owner and the New Owner agree as follows:

- (1) The Original Owner hereby assigns to the New Owner all of its right, title and interest in and to the Agreement.
- (2) The New Owner hereby agrees to assume all of the Original Owner's obligations and to perform the Original Owner's responsibilities under the Agreement and to indemnify and hold harmless the Original Owner from the same.
- (3) This Assignment shall be binding upon and inure to the benefit of the Original Owner, the New Owner and their heirs, executors, administrators, successors and assigns and shall inure to the benefit of the City, its successors and assigns.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

K-30

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~~ ^{DALLAS} §

This instrument was acknowledged before me this 1st day
of August, 2007 by R. Holt Lumpford



Pat B. Hamilton
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

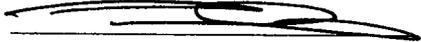
K-31

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

ORIGINAL OWNER:

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

NEW OWNER:

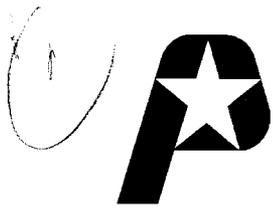
By: 
Name: _____
Title: _____
Address: _____

CONSENT:

CITY OF PLANO, TEXAS

BY: _____
THOMAS H. MUEHLENBECK
City Manager

K-32



**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:	11/12/07	Reviewed by Legal <i>PM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	P. Jarrell	Executive Director	<i>[Signature]</i>	<i>10/31/07</i>
Dept Signature:	<i>P. Jarrell</i>	City Manager	<i>[Signature]</i>	<i>11/12/07</i>
Agenda Coordinator (include phone #): Lynn Trotter, ext. 7156				
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 OF PLANO, TEXAS APPROVING THE TERMS AND CONDITIONS OF AGREEMENTS BETWEEN THE CITY OF PLANO, TEXAS, AND VARIOUS HERITAGE PRESERVATION ORGANIZATIONS WHICH RENDER SERVICES THAT ARE BENEFICIAL TO THE PUBLIC AND SERVE A VALID PUBLIC PURPOSE IN THE TOTAL AMOUNT OF \$677,710; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE SUCH AGREEMENTS WITH THESE ORGANIZATIONS FOR THE PROVISION OF SUPPORT OF HERITAGE PRESERVATION; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	677,710	0
Encumbered/Expended Amount		0	0	0
This Item		0	-677,710	0
BALANCE		0	0	0
FUND(s): CONVENTION & TOURISM				
COMMENTS: Funding for this item in the amount of \$677,710 is included in the approved 2007-08 Budget. STRATEGIC PLAN GOAL: Providing funding for various Heritage Preservation organizations relates to the City's goal of "Premier city in which to Live".				
SUMMARY OF ITEM				
This resolution establishes funding agreements for the purpose of Heritage Preservation with various non-profit organizations as reviewed and approved by the City Council in the 2007-08 adopted Budget. This item amounts to \$677,710. The funds will be provided to the Plano Conservancy for Historic Preservation, Inc., the Plano Heritage Association (Heritage Farmstead Museum), the Art Centre of Plano, Inc., and the North Texas Masonic Historic Museum and Library. The Heritage Association includes a partnership with the Plano African American Museum to continue with efforts to restore the Thornton House. The contracts provide for 50% distribution by November 30, 2007; 25% by February 28, 2008; and 25% by July 1, 2008.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Sample Funding Agreement		Heritage Commission		

L-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANO, TEXAS APPROVING THE TERMS AND CONDITIONS OF AGREEMENTS BETWEEN THE CITY OF PLANO, TEXAS, AND VARIOUS HERITAGE PRESERVATION ORGANIZATIONS WHICH RENDER SERVICES THAT ARE BENEFICIAL TO THE PUBLIC AND SERVE A VALID PUBLIC PURPOSE IN THE TOTAL AMOUNT OF \$677,710; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE SUCH AGREEMENTS WITH THESE ORGANIZATIONS FOR THE PROVISION OF SUPPORT OF HERITAGE PRESERVATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has assigned to the Heritage Commission the responsibility of considering funding requests from outside heritage preservation organizations; and

WHEREAS, this Commission entertained funding requests, conducted extensive review, and made recommendations for funding to City Council based on established criteria; and

WHEREAS, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2007-2008 budget; and

WHEREAS, pursuant to Ordinance No. 2007-9-6 the City Council has appropriated funds for such purposes and find that the services provided by these organizations are beneficial to the public and serve a valid public purpose; and

WHEREAS, the City Council desires to enter into agreements with the various heritage preservation organizations, a sample agreement is attached hereto by reference as Exhibit "A", which establishes the terms and conditions for funding; and

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

Section 1. The terms and conditions of the Modified Agreements with the below named organizations in the amounts specified, having been reviewed by the City Council and found to be proper and acceptable and in the best interests of the City of Plano are hereby in all things approved:

<u>Heritage Preservation Grants:</u>	
Plano Heritage Association	\$446,533.50
Plano Conservancy for Historic Preservation	\$201,176.50
Art Centre of Plano, Inc.	\$20,000.00
<u>North Texas Masonic Historic Museum and Library</u>	<u>\$10,000.00</u>
TOTAL	\$677,710.00

L-2

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

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

DULY PASSED AND APPROVED THIS THE 12TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM;

Diane C. Wetherbee, CITY ATTORNEY

**FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as "City"), and _____, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Contractor"), enter into this funding agreement to set out the terms and conditions governing the grant of City funds to Contractor for the purposes set out herein.

WHEREAS, the City Council finds that the expenditure of public funds to Contractor is in the best interest of the residents and the City of Plano; and

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

WHEREAS, pursuant to Ordinance No. 2007-9-6, the City Council determined that the City should expend the sum of \$ _____ for the purposes outlined in the attachment entitled "Heritage Preservation Grant Application" (hereinafter referred to as "Application"); and

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

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

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

1.01 Purpose/Consideration.

This Agreement provides the terms and conditions under which City will make available the sum of \$ _____, for use to support the activities outlined in attached Exhibit "A," Contractor's funding application. The City's source of these funds is general revenues derived from collection of property, sales and other taxes, as well as other sources. Contractor agrees to

L-4

accept responsibility for guaranteeing City grant funds are used for the items in Exhibit "A". In consideration of the City of Plano providing the funding specified for the 2007-08 fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

1.02 Priority of Documents.

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

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

2.01 Contractor shall use any and all funds furnished by City under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit "A". In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of funds actually awarded by the City, then Contractor shall submit a revised line item budget on a form provided by the City which shall be substituted for the original budget submitted with the Application. The revised line item budget must be submitted within 10 days of the execution of this Agreement and no funds shall be disbursed by the City to Contractor unless and until the revised line item budget is submitted. The revised Line Item Budget of Approved Expenditures shall be signed by two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. The revised line item budget shall be attached hereto and incorporated herein as part of Exhibit "A".

1. Subsequent to the initial contract submittal, should the Contractor wish to utilize funds for a purpose other than those stated in Exhibit "A", the Contractor must submit an additional amended Line Item Budget of Approved Expenditures and request approval from the Contractor's Board, the Heritage Commission, and City Manager. No change may occur unless:

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

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

2.02 All expenditures of City funds must comply with the Agreement and attachments hereto. Agreement compliance is defined as:

- 1. At least 90% of expenses budgeted in each category of the Application and funded by City monies must be spent in that category;
- 2. Contractor must meet all other conditions of this Agreement.

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

2.04 Unexpended and unencumbered City funds that remain with the Contractor after September 30, 2008, will revert to the City.

6-6

**SECTION III
NON-ASSIGNMENT**

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

**SECTION IV
INDEPENDENT CONTRACTOR**

4.01 The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

**SECTION V
DISBURSEMENT OF FUNDS**

5.01 The City will disburse funds provided under this Agreement as follows:

1. 50% of the funds by November 30, 2007.
2. 25% of the funds by February 28, 2008.
3. The remaining 25% of the funds by July 1, 2008.

5.02 Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

5.03 Failure to comply with the quarterly reporting requirements as outlined in Section 5.07 of this agreement below, including submittal of an executed certificate of compliance, shall result in funds being withheld from disbursement to the Contractor until a properly prepared report is submitted to the City as required.

5.04 Failure to submit a revised Line Item Budget as required in Section II of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City.

5.05 Failure to submit an Employee Dishonesty Bond as required in Section VII of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City as required.

5.06 Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

5.07 Reporting Requirements.

Within thirty (30) days of the close of each preceding quarter of the contract term, Contractor agrees to provide financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the Line Item Budget of Approved Expenditures attached in Exhibit "A", as well as a description of program goals achieved and/or progress of same for the preceding quarter. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. Reports submitted without required notarized signatures will be rejected and considered incomplete.

L-8

At the end of the Contract Term or in the event of earlier termination, Contractor shall provide a final written report of its activities and expenditures to the Contract Administrator.

**SECTION VI
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**SECTION VII
INSURANCE REQUIREMENTS/INDEMNIFICATION**

7.01 Insurance.

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "D". Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed certificate of insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

7.02 Employee Dishonesty Bond Requirement Applicable to Contractors Receiving Funds of \$75,000.00 or greater

At its own expense, a Contractor receiving funds in the amount of \$75,000.00 or more agrees to maintain during the term of this Agreement, or any extension thereof, an Employee Dishonesty Bond (EDB) in an amount equal to the total dollar amount awarded to Contractor by

69

the City as defined in the grant agreement. A copy of proof of EDB shall be attached to the funding agreement as an additional attachment to Exhibit "D". Bonds shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

Bonds shall be made payable to the City of Plano and shall be maintained by Contractor throughout the contract period. Contractor must provide proof of this EDB to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed bond certificate issued by Contractor's insurance agency is sufficient proof of EDB. Contractor must maintain a current copy of the certificate(s) and provide proof of its current EDB to City throughout the entire term of this Contract. Failure to provide proof of the EDB shall result in the City withholding disbursement of funds to the Contractor until proof is provided as required under this Agreement.

7.03 Indemnification.

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

City shall have the right to select or to approve defense counsel retained by Contractor to fulfill its obligation to defend and indemnify the 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 a waiver of Contractor's obligation to defend or indemnify the City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is

6-10

invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor is liable for all costs incurred by City.

**SECTION VIII
TERM**

8.01 The term of this Agreement is November 1, 2007, through September 30, 2008. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

**SECTION IX
TERMINATION**

9.01 Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date. Contractor, however, must return to the City the unused balance of any funds disbursed to the Contractor pursuant to this Agreement within ten (10) days of either an early termination or at the end of the Agreement term.

9.02 In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision. Contractor is solely responsible for funds expended contrary to the terms and conditions of this Agreement, and must return the City funds within ten (10) days of the termination.

6-11

**SECTION X
MISCELLANEOUS**

10.01 Entire Agreement.

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

10.02 Authority

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

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

10.03 Successors and Assigns

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

10.04 Notice.

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

City – Contract Administrator
Amy Bear
City of Plano
1520 K Avenue, Suite 250
Plano, TX 75074
972-941-5343

Contractor

10.05 Paragraph Headings.

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

6-12

10.06 Interpretation of Contract.

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

10.07 Venue.

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

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE _____ DAY OF _____, 20____.

BY: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____,
20___ by _____, _____ of
_____, a non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

Notary Public in and for the ..
State of Texas

L-14

EXHIBIT "B"
GENERAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.07, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.

6-15

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

L-16

EXHIBIT "C"
AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Contractor

By:

Signature

Print Name

Title

Date

STATE OF _____

§
§
§

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 200_.

Notary Public, State of _____

6-17

EXHIBIT "D"

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

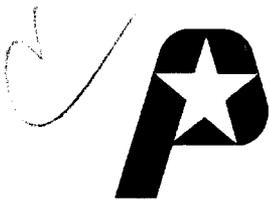
The Contractor shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: They City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

6-18



**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 <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 11/12/07		Reviewed by Legal <i>YJB</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department			
Department Head	Gregory W. Rushin	Executive Director	Date	
Dept Signature:	<i>Gregory W. Rushin</i>	City Manager	<i>11.5.07</i>	
Agenda Coordinator (include phone #):		<i>Pam Haines</i>	<i>11/5/07</i>	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a cost reimbursement agreement by and between the City of Plano and the Office of the Attorney General of Texas for participation in the Project Safe Neighborhoods Grant; 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:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
	2008-09			TOTALS
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	65,000	65,000
BALANCE		0	65,000	65,000
FUND(S): GRANT FUND (13-524)				
COMMENTS: The grant contract, if approved, provides funding in the amount of \$130,000 over a 2 year period. The grant covers reimbursements for expenditures related to ballistic examinations.				
STRATEGIC PLAN GOAL: Acceptance of Federal Grants relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
The Office of the Attorney General of Texas, acting by and through, the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, offers the City of Plano a grant providing funding to help stop violent crimes by rapidly linking crimes that share ballistic evidence and the ability to cross check evidence from crime scenes. The effective grant period is September 1, 2007 through August 31, 2009, unless terminated sooner.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution, Grant Agreement, Memo				

m-1



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

MEMORANDUM

DATE: 11/02/2007

TO: Bruce Glasscock, Executive Director

FROM: *GR* Gregory W. Rushin, Chief of Police

SUBJECT: Project Safe Neighborhood (PSN) Grant

The Plano Police Department has been awarded the Project Safe Neighborhood Grant for \$130,000 through the Attorney General of Texas's Office to continue the NIBIN Project that was started in 2003. The grant period will be effective from September 1, 2007 through August 31, 2009 (funding = \$65,000 per year). Each year the grant will cover the cost for the Firearms examiner and the Data Entry Clerk, plus will have funds available for training, travel, miscellaneous office supplies and ammunition.

m-2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A COST REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS FOR PARTICIPATION IN THE PROJECT SAFE NEIGHBORHOODS GRANT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Office of the Attorney General of Texas has entered into an agreement with the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to help stop violent crime by rapidly linking crimes that share ballistic evidence; and

WHEREAS, Plano is one of the cities within the Dallas metroplex, in the Eastern Judicial District targeted to receive the Project Safe Neighborhoods Grant in order to cross check evidence from crime scenes; and

WHEREAS, the Office of the Attorney General of Texas desires to subcontract with the City of Plano to perform certain services with regard to Project Safe Neighborhoods; and

WHEREAS, the City Council has been presented a proposed Agreement by and between the City of Plano and the Office of the Attorney General of Texas to perform certain services as a subcontractor in the Project Safe Neighborhoods Grant, 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 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

m-3

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

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

m-4



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT
STATEMENT OF GRANT AWARD

Grantee: Plano Police Department
Grant Number: 0806018
Grant Period: 09/01/07 – 08/31/09
Grant Title: Project Safe Neighborhoods
Award Amount: \$130,000

AWARD AND ACCEPTANCE

The Office of the Attorney General (OAG) awards Grantee a subgrant of federal funds for the public purposes as defined in the Grant No. 2007-GP-CX-0067 awarded to the OAG by the Bureau of Justice Assistance, and Grantee's *Grant Application*. This grant is subject to Grantee's acceptance, compliance and satisfaction of all terms, requirements, obligations, and performances in this *Statement of Grant Award*, and *Notice of Acceptance*. Further this grant is conditioned upon the return of a properly executed *Notice of Acceptance*. Grant No. 2007-GP-CX-0067, Grantee's *Grant Application*, and the *Notice of Acceptance* are incorporated herein by reference and made a part of this *Statement of Grant Award*.

GRANTEE REIMBURSEMENT

All grantee reimbursements shall be submitted to the Office of the Attorney General, to the attention of the OAG Grants Coordinator. Payments made pursuant to this grant shall be for reimbursement of costs on a monthly basis. Grantee agrees to submit the invoice, provided by the OAG, completed and signed by both the project director and the financial officer, supportive documentation including a copy of the detailed monthly time sheet for time worked on the grant project executed by the employee and the supervisor of said employee (as required by UGMS, Attachment B, Section 11, Subsection h), a copy of a paid invoice for any equipment purchases, as well as any other relevant documentation required to document the request and to certify its validity. Reimbursement will not be made without requisite documentation or until all special conditions outlined on the Statement of Grant Award have been satisfied.

GRANT ADJUSTMENTS

Any change to the approved grant including budget or narrative changes requires a written grant adjustment. Grantee shall submit written requests for grant adjustments to the Office of the Attorney General, to the attention of the OAG Grants Coordinator.

SPECIAL CONDITIONS/REQUIREMENTS:

This award is subject to Grantee's agreement to and satisfaction of all Special Conditions, Certifications Regarding Lobbying Debarment, Suspension and Other Responsibility Matters, and Drug-free Workplace Requirements which are attached hereto and incorporated herein by reference and made a part of this *Statement of Grant Award*.

OCT 18 2007

Award Date

Eric J.R. Nichols

Deputy Attorney General for Criminal Justice
Attorney General Greg Abbott or his Designee

m-5

Special Instructions Conditions - Requirements - Assurances

We at the Office of Texas Attorney General and at the Office of Civil Rights, Department of Justice are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits Office of Texas Attorney General from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

m-6

Faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. These employment provisions have been specifically incorporated into 28 C.F.R. Part 38.1(f) and 38.2(f). Consequently, in many circumstances, it would be impermissible for faith-based organizations seeking or receiving funding authorized by these statutes to have policies or practices that condition hiring and other employment-related decisions on the religion of applicants or employees. Programs subject to these nondiscrimination provisions may be found on OCR's website at <http://www.ojp.usdoj.gov/ocr/>. Questions about the regulation or the statutes that prohibit discrimination in employment may be directed to the Office of Civil Rights, Department of Justice.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

(1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but does not have to submit the

m-7

EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or you organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to Office of Civil Rights, Department of Justice. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

(2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call Office of Civil Rights, Department of Justice at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

m-8

SPECIAL CONDITIONS and REQUIREMENTS

1. The recipient agrees to comply with the financial, administrative, and reporting requirements set forth in the current edition(s) of the Office of Justice Programs (OJP) Financial Guide and the Bureau of Justice Assistance's Financial Guide, applicable OMB Circulars, the Uniform Grant and Contract Management Act (TEX. GOV'T CODE §§ 783.001-.010), the Governor's Office published rules relating to the Uniform Grant and Contract Management Standards (at 1 TAC §§ 5.141- .167), the Governor's Office Uniform Grant Management Standards (http://www.governor.state.tx.us/Budget/budget_guidelines.html), and General Appropriations Act, 79th Leg., Reg. Sess., S.B. 1, art. IX, § 6.20. Grant Restriction (2005). Each of the foregoing documents is incorporated herein by reference and made a part of this Statement of Grant Award.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 20 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. The specific elements to be collected in the reports and the format will be determined by OAG and BJA.
6. The recipient agrees to submit to the OAG and BJA for review and approval any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least forty-five (45) working days prior to the targeted dissemination date.
7. The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives (such as Weed & Seed and ATF's Youth Crime Gun Interdiction Initiative), and other ongoing, local gun prosecution and law enforcement strategies.
8. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice

m-9

Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

9. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
10. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
11. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
12. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
13. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
14. "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov."
15. The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods and Anti-Gang Initiative media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the

m-10

development of media-related outreach projects.

16. Right to Audit. (TEX. GOV'T CODE § 2262.003). Grantee understands that acceptance of funds under this Statement of Grant Award, acts as acceptance of the authority of the State Auditor's Office, the OAG, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's office, the OAG, or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract it awards. Grantee will reimburse the State of Texas for all costs associated with enforcing this provision.

**CERTIFICATIONS REGARDING
LOBBYING; DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
AND DRUG-FREE WORKPLACE REQUIREMENTS**

Grantee should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. **LOBBYING:** As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

m-11

- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT):** As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS):** As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and

m-12

- specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Signature and Title of Authorized Official

Date

APPROVED AS TO FORM:

By 
Diane C. Wetherbee, City Attorney

m-13

STANDARD ASSURANCES

The Grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The grantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency, the Bureau of Justice Assistance, or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency and the Bureau of Justice Assistance, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency and the Bureau of Justice Assistance (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature and Title of Authorized Official

Date

APPROVED AS TO FORM:

BY *Richard A. [Signature]*

m-14



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Grant Number: Plano Police Department
Grantee: 0806018
Program: Project Safe Neighborhoods
Grant Period: 9/01/07 – 8/31/09

THIS ACCEPTANCE NOTICE MUST BE SIGNED AND RETURNED PRIOR TO ANY FUNDS BECOMING AVAILABLE. RETURN TO THE FOLLOWING ADDRESS:

Office of the Attorney General
P.O. Box 12548
Mail Code - 048
Austin, Texas 78711
Attn: Natalie Brown
OAG Grants Coordinator

The authorized official, financial officer, and project director, referred to below as grantee officials, for this grant project must read the following and indicate agreement by signing this acceptance notice below:

- By signing this agreement, the authorized official for the grantee certifies that he is authorized by the applicable governing body to accept, decline, or terminate this grant on behalf of the grantee.
- By signing below the grantee officials accept the grant award and all special conditions and assurances.
- The grantee officials agree to the terms of the grant. The terms, requirements, obligations, performances, and attachments to in the Statement of Grant Award are incorporated herein by reference and made a part of this Notice of Acceptance.
- The grantee officials agree that none of the grant funds will be used to influence the outcome of any election, the passage or defeat of legislation, or the funding of any grant.
- It is understood that a violation of any term of the grant will result in the Office of the Attorney General placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, and/or requiring reimbursement for funds already spent.
- The grantee officials understand that they must satisfy all special conditions placed on this grant before receiving any funds.
- Grantee agrees that where unallowable costs have been claimed and reimbursed, the disallowed portion will be refunded to the OAG using one of the following methods: (a) a cash refund, (b) offset to a subsequent claim, or (c) credits to the amounts charged to the award.

Signature of Project Director

Name (Printed)

Title

Agency Mailing Address

City/Zip Code

Telephone and Fax Numbers

Signature of Financial Officer

Name (Printed)

Title

Agency Mailing Address

City/Zip Code

Telephone and Fax Numbers

Signature of Authorized Official

Name (Printed)

Title

Agency Mailing Address

City/Zip Code

Telephone and Fax Numbers

m-15

**FY2007 Detailed Budget
Project Safe Neighborhoods Initiative**

Grantee:	Plano Police Department
Grant #:	0806000
Amount Awarded:	\$130,000
Grant Period:	9/1/07 - 8/31/09
	Total FY 07 Award
Salary*	
Firearms Examiner	\$70,000
NIBIN Technician	\$40,000
Salary Total	\$110,000
Fringe	
Fringe Total	\$0
Professional & Contractual Services**	
None	
Professional & Contractual Services Total	\$0
Travel	
Court, presentations, training, and tests	\$14,000
Travel Total	\$14,000
Equipment***	
None	
Equipment Total	\$0
Supplies	
Office Supplies and Test Ammunition	\$6,000
Supplies Total	\$6,000
Total Budget	\$130,000

The approved budget summary is based on line items in the application. Any changes to the line items must to be submitted to the Grants Coordinator and receive prior approval.

* Time sheets must accompany all invoices with salary requested.

** A copy of all contracts must be submitted.

*** A copy of receipts must accompany all invoices with equipment requested.

m-16



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 11/12/07		Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Development Business Center		Initials	Date
Department Head	Frank F. Turner	Executive Director	<i>[Signature]</i>	11/2/07
Dept Signature:		City Manager	<i>[Signature]</i>	11/5/07
Agenda Coordinator (include phone #): Sherry Jackson - Ext. 7122				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A FIRST AMENDMENT TO OPTION CONTRACT BY AND BETWEEN RH 15 TH CONDOS ONE, LTD. AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
Approves the 1 st Amendment to Option Contract with RH 15 th Condos One, LTD and the City of Plano which amends expiration date of option from 12/1/07 to 6/30/08 with possible additional extension to 12/31/08.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Exhibit 'A' – First Amendment to Option Contract				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A FIRST AMENDMENT TO OPTION CONTRACT BY AND BETWEEN RH 15TH CONDOS ONE, LTD. AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed First Amendment to Option Contract between RH 15th Condos One, Ltd. and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Amendment"); and,

WHEREAS, upon full review and consideration of the Amendment, 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 Amendment, 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 Amendment 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 Amendment.

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

FIRST AMENDMENT TO OPTION CONTRACT

This **FIRST AMENDMENT TO OPTION CONTRACT** (this "Amendment") is executed effective the _____ day of _____, 2007, by and between the **CITY OF PLANO, TEXAS** ("Optionor") and **RH 15TH CONDOS ONE, LTD.**, a Texas Limited Partnership ("Optionee").

WHEREAS, Optionor and Optionee have heretofore entered into that certain Option Contract (the "Option Contract") dated June 15, 2007, upon the terms and conditions as therein described; and

WHEREAS, the Option Contract provides for a expiration date of December 1, 2007, and Optionor and Optionee desire to amend the Option Contract to extend the option to June 30, 2008 with a possible additional extension until December 31, 2008 upon meeting certain conditions as described below ; and

WHEREAS, the Option Contract references three (3) tracts of land situated in the City of Plano, Collin County, Texas, but tract 2 was previously sold to the Optionee and should therefore be deleted from the Option Contract; and

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereby agree as follows:

1. **NEW OPTION EXPIRATION DATE:** In consideration of the receipt of **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)**, the option funds to be applied at time of closing, the Option Period is hereby extended from December 1, 2007 at 12:00 Noon of said day, Central Standard Time, to June 30, 2008, at 12:00 Noon of said day, Central Standard Time. If Optionee completes and receives a certificate of occupancy for the pool and clubhouse on "Other Properties" as shown on Exhibit A to the Option Contract by June 30, 2008, the Option Period is extended to December 31, 2008 at 12:00 Noon of said day, Central Standard Time.

2. **REVISED LEGAL DESCRIPTION:** Tract 2 of the Option Contract is deleted. The legal description for the tracts subject to this option should read as follows:

"TRACT 1

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being the southerly portion of Lot 1, Block 20 of the Original Donation to the City of Plano and being

the northerly portion of a 1.185 acre City of Plano tract of land as recorded under County Clerk No. 92-0063772 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a P.K. nail found at the base of a chain link fence post marking the northeast corner of said 1.185 acre City of Plano tract, the southeast corner of a 0.702 acre tract as recorded in Volume 5376, Page 6390 of the Collin County Land Records and being in a west line of a City of Plano 0.85 acre tract as recorded in Volume 5012, Page 293 of the Collin County Land Records;

THENCE with an east line of said 1.185 acre tract and a west line of said 0.85 acre tract, South 00°50'59" West, passing at 50.00 feet the southwest corner of said 0.85 acre tract and the northwest corner of a City of Plano tract as recorded in Volume 4464, Page 266 of the Collin County Land Records and continuing for a total distance of 76.93 feet to a Roome capped 1/2-inch iron rod set marking the southeast corner of the herein described premises;

THENCE with the south line of said premises, (3 feet north of and parallel to an existing parking lot curb) South 89°36'27" West, 134.47 feet to a Roome capped 1/2-inch iron rod set marking the southwest corner of said premises in the west line of said 1.185 acre tract and being in the east line of an Anderton tract of land as recorded in Volume 4934, Page 3587 of the Collin County Land Records;

THENCE with the west line of said 1.185 acre tract and the east line of said Anderton tract, North 00°12'08" West, 77.82 feet to a 1/2-inch iron rod found marking the northwest corner of said premises, said 1.185 acre tract and the southwest corner of the aforementioned 0.702 acre tract;

THENCE with the north line of said premises, 1.185 acre tract and the south line of said 0.702 acre tract, South 89°46'50" East, 135.88 feet to the point of beginning and containing 10,422 square feet or 0.239 acre of land.

TRACT 3

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being part of Lot 3, Block 20 of the Original Donation to the City of Plano, being part of a 0.85 acre City of Plano tract as recorded in Volume 5012, Page 293 of the Collin County Land Records, being part of City of Plano tract as recorded in Volume 4464, Page 266 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a P.K. nail found at the base of a chain link fence post marking the northeast corner of said 1.185 acre City of Plano tract as recorded

n-4

under County Clerk No. 92-0063772 of the Collin County Land Records, the southeast corner of a 0.702 acre tract as recorded in Volume 5376, Page 6390 of the Collin County Land Records and being in a west line of said City of Plano 0.85 acre tract;

THENCE with a west line of said 0.85 acre tract and the east line of said 0.702 acre tract, North 00°35'12" West, 225.16 feet to a Roome capped 1/2-inch iron rod set in the south right-of-way line of 15th Street (32.5 feet from existing centerline) marking the northwest corner of the herein described premises;

THENCE with the north line of said premises and the south right-of-way line of 15th Street, North 89°47'28" East, 114.92 feet to a Roome capped 1/2-inch iron rod set marking the northeast corner of said premises in the west right-of-way line of "H" Avenue;

THENCE with the east line of said premises and the west right-of-way line of "H" Avenue, South 00°10'02" West, 294.16 feet to a Roome capped 1/2-inch iron rod set marking the southeast corner of said premises;

THENCE with the south line of said premises, South 89°36'27" West, 112.96 feet to a Roome capped 1/2-inch iron rod set marking the southwest corner of said premises in the west line of said City of Plano tract and the east line of the aforementioned 1.185 acre City of Plano tract;

THENCE with the west line of said City of Plano tract and the east line of said 1.185 acre tract, North 00°50'59" East, passing at 26.39 feet a Hickman Consulting Engineering capped iron rod found marking the southwest corner of said 0.85 acre tract and continuing for a total distance of 76.39 feet to the point of beginning and containing 33,329 square feet or 0.774 acre of land.

hereinafter the "Property"; and"

3. All other terms and conditions of the Option Contract not otherwise modified by this Amendment remain unchanged and in effect .

IN WITNESS WHEREOF, the parties have executed this First Amendment to Option Contract as of the dates shown beside their respective signatures.

[Signatures on following page.]

CITY OF PLANO, TEXAS

Date: _____

By: _____

Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee
City Attorney

RH 15TH CONDOS ONE, LTD.

BY: READY FREIGHT, INC., a
Texas Corporation, its General
Partner

Date: _____

By: _____

Craig Pettit
President

n-6



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 11/12/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>Diane Wetherbee</i>	City Manager	<i>[Signature]</i>	<i>11/12/07</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109				
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, FINDING RON KRESS, MICHAEL NUNNS, SCOTT COPELAND AND JON BRITTON ARE ENTITLED TO DEFENSE REPRESENTATION PURSUANT TO CITY CODE OF ORDINANCES IN CONNECTION WITH THE MATTER OF TRAY BOSWELL V. RON KRESS, MICHAEL NUNNS, SCOTT COPELAND AND JON BRITTON; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
This Resolution provides for defense representation for Ron Kress, Michael Nunns, Scott Copeland and Jon Britton in the above-referenced lawsuit.				
List of Supporting Documents: n/a		Other Departments, Boards, Commissions or Agencies n/a		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, FINDING RON KRESS, MICHAEL NUNNS, SCOTT COPELAND AND JON BRITTON ARE ENTITLED TO DEFENSE REPRESENTATION PURSUANT TO CITY CODE OF ORDINANCES IN CONNECTION WITH THE MATTER OF TRAY BOSWELL V. RON KRESS, MICHAEL NUNNS, SCOTT COPELAND AND JON BRITTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has reviewed the matter entitled Tray Boswell v. Ron Kress, Michael Nunns, Scott Copeland, and Jon Britton and finds that defense representation is appropriate for each of the defendants pursuant to Section 2-10 of the City Code of Ordinances.

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

Section I. The City Council finds that based upon the pleadings in the above-referenced lawsuit, the defense representation for Ron Kress, Michael Nunns, Scott Copeland, and Jon Britton is appropriate pursuant to the terms of City Code of Ordinances Section 2-10.

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

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

Pat Evans, MAYOR

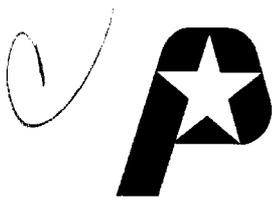
ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

0-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	11/12/07		Reviewed by Legal <i>aw</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal			Initials	Date
Department Head	Diane Wetherbee		Executive Director		
Dept Signature:	<i>Diane Wetherbee</i>		City Manager	<i>[Signature]</i>	<i>11/29/07</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109					

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE CONVEYANCE OF A PORTION OF LAND BY THE ARTS OF COLLIN COUNTY COMMISSION, INC. TO THE CITY OF ALLEN, COLLIN COUNTY, TEXAS TO CONSTRUCT AND MAINTAIN EXCHANGE PARKWAY AND RIDGEVIEW DRIVE AND RELATED PUBLIC UTILITIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(s):

COMMENTS:

SUMMARY OF ITEM

This Resolution approves of the dedication of property by the Arts of Collin County Commission, Inc. to the City of Allen for the purpose of construction and maintenance of public streets and utilities. The owners of the ACC (cities of Allen, Frisco and Plano) are required to approve of any disposal of an ACC asset that exceeds \$50,000 in value. The ACC seeks the Owner's approval.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE CONVEYANCE OF A PORTION OF LAND BY THE ARTS OF COLLIN COUNTY COMMISSION, INC. TO THE CITY OF ALLEN, COLLIN COUNTY, TEXAS TO CONSTRUCT AND MAINTAIN EXCHANGE PARKWAY AND RIDGEVIEW DRIVE AND RELATED PUBLIC UTILITIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Arts of Collin County Commission, Inc. (hereafter ACC) is the owner of the property identified in Exhibits "A" and "B" attached; and

WHEREAS, the ACC has approved the dedication of the property attached hereto in Exhibits "A" and "B" to the City of Allen for the purpose of the construction and maintenance of public streets and utilities; and

WHEREAS, the City of Plano is one of the Owners of the ACC, and in accordance with the terms and conditions of the Agreement entered into by and between the Cities of Allen, Frisco and Plano in 2004, each city must approve of any disposal of an asset that exceeds \$50,000 in value; and

WHEREAS, the City Council of the City of Plano finds that the asset proposed to be dedicated by the ACC is at least \$50,000 in value and the City approves of the action of the ACC and finds that the dedication is in the best interest of the ACC and will improve access and use of the ACC property.

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

Section I. The recitals set forth above are true and correct and are adopted herein verbatim as if fully set forth at length.

Section II. The City Council of the City of Plano approves of the dedication of property for the construction and maintenance of public streets and utilities as set forth in Exhibits "A" and "B" to the City of Allen.

Section III. Should any sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole, or any part of provisions thereof other than the part so decided to be invalid, illegal or unconstitutional.

P-2

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**RIGHT-OF-WAY DEDICATION DEED
RELATED TO EXCHANGE PARKWAY**

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

That Arts of Collin County Commission, Inc., being the owner in fee simple of real property located in the County and within the territorial jurisdiction of the City of Allen, Texas, said parcel of land described and depicted in Exhibits A and B attached hereto and incorporated by reference herein for all purposes, the same as if fully copied herein, as Grantor, for and in consideration of the sum of ten dollars and other good and valuable consideration in hand paid by the City of Allen, Texas, as Grantee, the receipt and sufficiency of which is hereby acknowledged, has dedicated, granted, sold and conveyed, and by these presents does dedicate, grant, sell and convey unto the said City of Allen, Texas, right of way for public street and utility purposes, including the right of ingress, egress, and regress therein, and easements to construct and maintain public streets and utilities, or any other public purpose authorized by Local Government Code § 273.001 and deemed necessary by said City into and through all that certain parcel.

To have and to hold the above described street right of way for public street and utility purposes or other valid public purpose deemed necessary by the City, in and to said premises with the right of ingress, egress, and regress therein, together with all and singular the usual rights thereto in anywise belonging, unto the said City of Allen, Texas, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said City of Allen, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In witness, I have hereunto subscribed my name this ____ day of _____, 2007.

Arts of Collin County Commission, Inc.
A Texas Local Government Corporation

Steve Matthews, President

GRANTOR'S ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, by _____ of Arts of Collin County Commission, Inc., a Texas Local Government Corporation, on behalf of said _____.

Notary Public, State of Texas

My Commission expires: _____

P-4

OWNER CITIES:

CITY OF ALLEN, TEXAS

Stephen Terrell, Mayor

Date: _____

ATTEST:

Shelley George, City Secretary

CITY OF FRISCO, TEXAS

E. Michael Simpson, Mayor

Date: _____

ATTEST:

Nan Parker, City Secretary

CITY OF PLANO, TEXAS

Pat Evans, Mayor

Date: _____

ATTEST:

Diane Zucco, City Secretary

EXHIBIT 'A'
R.O.W. DEDICATION
LEGAL DESCRIPTION

BEING, a tract of land situated in the Chadrick Jackson Survey, Abstract No. 489, in the City of Allen, Collin County, Texas, being part of a 124.374 acre tract, as described in Clerks File No. 2005-0127774, in the Deed Records of Collin County, Texas, being more particularly described as follows:

BEGINNING, at a ½ inch iron rod set at the northern most corner of a 6.952 acre tract, as described in Clerks File No. 2005-0031515, in said Deed Records, being the intersection of the east line of Exchange Parkway (variable R.O.W.) and the north line of Ridgeview Drive (variable R.O.W.);

THENCE, South 61°46'48" West, with the north line of the 6.952 acre tract, same being the north line of Ridgeview Drive, for a distance of 220.00 feet to a ½ inch iron rod set on a curve to the left, having a radius of 65.00 feet, a central angle of 90°00'00", and a tangent of 65.00 feet;

THENCE, departing said north lines and with said curve to the left for an arc distance of 102.10 feet (Chord Bearing North 16°46'48" East - 91.92 feet) to a ½ inch iron rod set at the point of tangency;

THENCE, North 28°13'12" West, for a distance of 86.62 feet to a ½ inch iron rod set at the point of curvature of a curve to the left, having a radius of 1052.00 feet, a central angle of 05°36'49", and a tangent of 51.58 feet;

THENCE, along said curve to the left for an arc distance of 103.07 feet (Chord Bearing North 31°01'37" West - 103.03 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the right, having a radius of 262.00 feet, a central angle of 08°41'03", and a tangent of 19.89 feet;

THENCE, along said curve to the right for an arc distance of 39.71 feet (Chord Bearing North 29°29'29" West - 39.67 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the left, having a radius of 313.00 feet, a central angle of 13°58'39", and a tangent of 38.37 feet;

THENCE, along said curve to the left for an arc distance of 76.36 feet (Chord Bearing North 32°08'17" West - 76.17 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the right, having a radius of 937.00 feet, a central angle of 10°54'12", and a tangent of 89.43 feet;

THENCE, along said curve to the right for an arc distance of 178.31 feet (Chord Bearing North 33°40'31" West - 178.04 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the left, having a radius of 1963.00 feet, a central angle of 04°31'55", and a tangent of 77.67 feet;

THENCE, along said curve to the left for an arc distance of 155.26 feet (Chord Bearing North 30°29'22" West - 155.22 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the right, having a radius of 1037.00 feet, a central angle of 16°29'03", and a tangent of 150.21 feet;

THENCE, along said curve to the right for an arc distance of 298.35 feet (Chord Bearing North 24°30'48" West - 297.32 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the left, having a radius of 1463.00 feet, a central angle of 01°25'45", and a tangent of 18.25 feet;

THENCE, along said curve to the left for an arc distance of 36.49 feet (Chord Bearing North 16°59'09" West - 36.49 feet), to a ½ inch iron rod set at the point of compound curvature of a curve to the left, having a radius of 378.00 feet, a central angle of 22°14'50", and a tangent of 74.32 feet;

THENCE, along said curve to the left for an arc distance of 146.77 feet (Chord Bearing North 28°49'26" West - 145.85 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the right, having a radius of 837.00 feet, a central angle of 04°46'39", and a tangent of 33.72 feet;

THENCE, along said curve to the right for an arc distance of 67.40 feet (Chord Bearing North 37°38'27" West - 67.38 feet), to a ½ inch iron rod set at the point of compound curvature of a curve to the right, having a radius of 1400.00 feet, a central angle of 22°23'31", and a tangent of 106.29;

THENCE, along said curve to the right for an arc distance of 209.87 feet (Chord Bearing North 24°08'17" West - 208.53 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the left, having a radius of 1400.00 feet, a central angle of 10°36'01", and a tangent of 129.88 feet;

THENCE, along said curve to the left for an arc distance of 259.01 feet (Chord Bearing North 18°14'32" West - 258.64 feet), to a ½ inch iron rod set at the point of tangency;

THENCE, North 23°32'32" West, for a distance of 184.03 feet to a ½ inch iron rod set at the point of curvature of a curve to the left, having a radius of 75.50 feet, a central angle of 36°06'34", and a tangent of 26.82 feet;

THENCE, along said curve to the left for an arc distance of 51.34 feet (Chord Bearing North 43°05'49" West - 50.54 feet), to a ½ inch iron rod set in the north line of said 124.374 acre tract, being in the south line of State Highway No. 121;

THENCE, North 66°52'51" East, with the north line of the 124.374 acre tract, same being the south line of State Highway No. 121, for a distance of 265.92 feet to a ½ inch iron rod set;

THENCE, South 23°32'32" East, departing said lines for a distance of 96.28 feet to a ½ inch iron rod set at the point of curvature of a curve to the right, having a radius of 437.00 feet, a central angle of 15°36'13", and a tangent of 59.88 feet;

THENCE, along said curve to the right for an arc distance of 119.01 feet (Chord Bearing South 15°44'26" East - 118.64 feet), to a ½ inch iron rod set at the point of curvature of a curve to the left, having a radius of 263.00 feet, a central angle of 13°56'14", and a tangent of 32.15 feet;

THENCE, along said curve to the left for an arc distance of 63.98 feet (South 14°54'26" East - 63.82 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the right, having a radius of 1624.00 feet, a central angle of 08°58'27", and a tangent of 127.44 feet;

THENCE, along said curve to the right for an arc distance of 254.36 feet (Chord Bearing South 17°23'20" East - 254.10 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the left; having a radius of 1130.00 feet, a central angle of 08°58'36", and a tangent of 88.70 feet;

THENCE, along said curve to the left for an arc distance of 177.04 feet (Chord Bearing South 17°23'25" East - 176.86 feet), to a ½ inch iron rod set at point of reverse curvature of a curve to the right, having a radius of 452.00 feet, a central angle of 11°16'45", and a tangent of 44.63 feet;

THENCE, along said curve to the right for an arc distance of 88.98 feet (Chord Bearing South 16°14'21" East - 88.84 feet), to a ½ inch iron rod set that the point of reverse curvature of a curve to the left, having a radius of 378.00 feet, a central angle of 23°12'51", and a tangent of 77.64 feet;

THENCE, along said curve to the left for an arc distance of 153.15 feet (Chord Bearing South 22°12'24" East - 152.11 feet), to a ½ inch iron rod set at the point of compound curvature of a curve to the left, having a radius of 1163.00 feet, a central angle of 07°01'34", and a tangent of 71.40 feet;

THENCE, along said curve to the left for an arc distance of 142.62 feet (Chord Bearing South 37°19'36" East - 142.53 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the right, having a radius of 1337.00 feet, a central angle of 19°23'20", and a tangent of 225.37 feet;

THENCE, along said curve to the right for an arc distance of 504.33 feet (Chord Bearing South 30°02'00" East - 501.35 feet), to a ½ inch iron rod set;

P-7

THENCE, South 21°27'03" East, for a distance of 100.70 feet to a ½ inch iron rod set on a curve to the left, having a radius of 968.50 feet, a central angle of 10°30'06", and a tangent of 89.01 feet;

THENCE, along said curve to the left for an arc distance of 177.52 feet (Chord Bearing South 22°59'50" East – 177.27 feet), to a ½ inch iron rod set at the point of compound curvature of a curve to the left, having a radius of 65.00 feet, a central angle of 89°58'19", and a tangent of 64.97 feet;

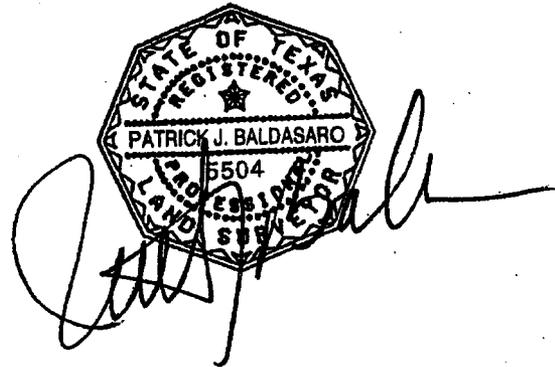
THENCE, along said curve to the left for an arc distance of 102.07 feet (Chord Bearing South 73°14'03" East – 91.92 feet), to a ½ inch iron set at the point of tangency;

THENCE, North 61°46'48" East, for a distance of 2.00 feet to a ½ inch iron rod set;

THENCE, South 28°13'12" East, for a distance of 70.00 feet to a ½ inch iron rod set in the south line of said 124.374 acre tract;

THENCE South 61°46'48" West, with the south line of the 124.374 acre tract for a distance of 88.50 feet to a ½ inch iron rod set in the east line of the aforementioned 6.952 acre tract, same being the east line of said Exchange Parkway;

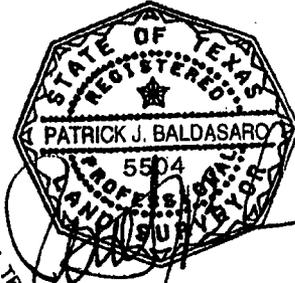
THENCE, North 28°13'12" West, with said east lines for a distance of 70.00 feet to the POINT OF BEGINNING and containing 9.153 acres of land.



SCALE: 1"=100'



CURVE TABLE						
NO.	Δ	R	T	L	CB	C
1	90° 00' 00"	65.00'	85.00'	102.10'	N16° 46' 48" E	91.92'
2	05° 36' 48"	1052.00'	51.58'	103.07'	N31° 01' 37" W	103.03'
3	08° 41' 03"	262.00'	19.89'	38.71'	N29° 29' 29" W	39.67'
4	13° 58' 39"	313.00'	38.37'	76.36'	N32° 08' 17" W	76.17'
5	10° 54' 12"	937.00'	89.43'	178.31'	N33° 40' 31" W	178.04'
21	19° 23' 20"	1337.00'	225.37'	504.33'	S30° 02' 00" E	501.35'
22	10° 30' 06"	968.50'	89.01'	177.52'	S22° 59' 50" E	177.27'
23	89° 58' 19"	65.00'	64.97'	102.07'	S73° 14' 03" E	91.92'



124.374 ACRE TRACT COMMISSION, INC.
 THE ARTS OF COLLIN COUNTY CLERKS FILE NO. 2005-027774

124.374 ACRE TRACT COMMISSION, INC.
 THE ARTS OF COLLIN COUNTY CLERKS FILE NO. 2005-027774

30' WATER EASEMENT
 CO. 5167, PG. 435

RIDGEVIEW DRIVE
 (VARIABLE R.O.W.)

TWIN CREEKS PHASE 7A-1
 CAB. Q, PG. 15

6.952 ACRE TRACT
 CLERKS FILE NO. 2005-003155

BRIAR RIDGE INVESTMENTS, INC.
 CLERKS FILE NO. 910064625

EXCHANGE PARKWAY
 (VARIABLE R.O.W.)

POINT OF BEGINNING

CONTROLLING MONUMENTS:

- CONC. MONUMENT WITH BRASS CAP STAMPED "NO 471" FOUND @ NWC OF 124.374 ACRE TRACT
- CONC. MONUMENT WITH BRASS CAP STAMPED "NO 472" FOUND AT NEC OF 124.374 ACRE TRACT

NOTE:
 BEARINGS REFERENCED TO TWIN CREEKS PHASE 7A-1, AN ADDITION TO THE CITY OF ALLEN, AS DESCRIBED IN CABINET Q, PAGE 15, IN THE MAP RECORDS OF COLLIN COUNTY, TEXAS

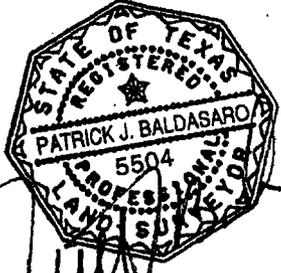
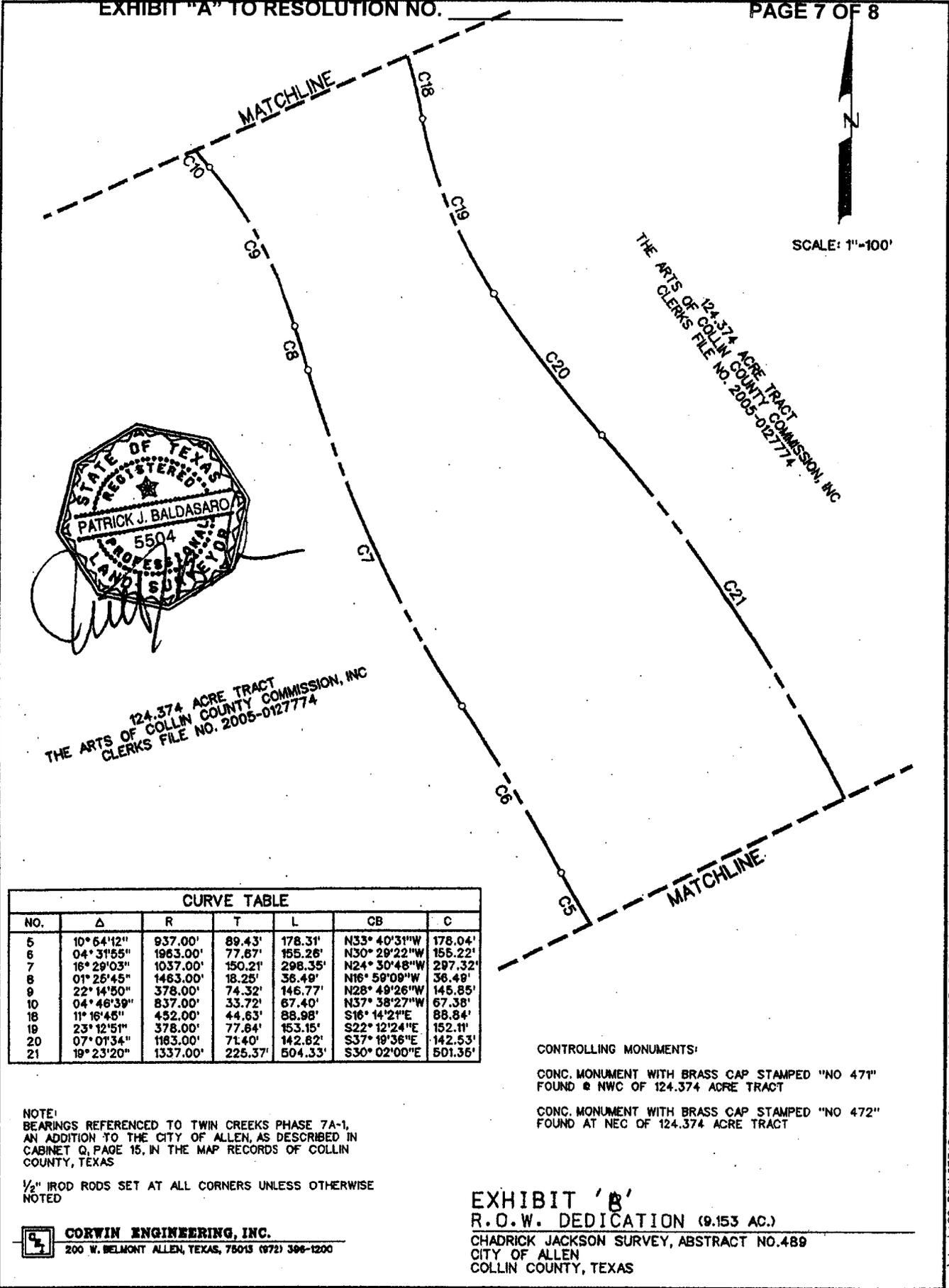
1/2" IRON RODS SET AT ALL CORNERS UNLESS OTHERWISE NOTED

CORWIN ENGINEERING, INC.
 200 W. BELMONT ALLEN, TEXAS, 76015 (972) 396-1200

EXHIBIT 'B'
 R.O.W. DEDICATION (9.153 AC.)
 CHADRICK JACKSON SURVEY, ABSTRACT NO. 489
 CITY OF ALLEN
 COLLIN COUNTY, TEXAS

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P-9



124.374 ACRE TRACT
THE ARTS OF COLLIN COUNTY COMMISSION, INC
CLERKS FILE NO. 2005-0127774

CURVE TABLE

NO.	Δ	R	T	L	CB	C
5	10° 54' 42"	937.00'	89.43'	178.31'	N33° 40' 31"W	178.04'
6	04° 31' 55"	1963.00'	77.67'	155.26'	N30° 29' 22"W	155.22'
7	16° 29' 03"	1037.00'	150.21'	298.35'	N24° 30' 48"W	297.32'
8	01° 25' 45"	1463.00'	18.25'	36.49'	N16° 59' 09"W	36.49'
9	22° 14' 50"	378.00'	74.32'	146.77'	N28° 49' 26"W	145.85'
10	04° 46' 39"	837.00'	33.72'	67.40'	N37° 38' 27"W	67.38'
18	11° 16' 45"	452.00'	44.63'	88.98'	S16° 14' 21"E	88.84'
19	23° 12' 51"	378.00'	77.64'	153.15'	S22° 12' 24"E	152.11'
20	07° 01' 34"	1183.00'	71.40'	142.62'	S37° 19' 36"E	142.53'
21	19° 23' 20"	1337.00'	225.37'	504.33'	S30° 02' 00"E	501.35'

CONTROLLING MONUMENTS:
 CONC. MONUMENT WITH BRASS CAP STAMPED "NO 471"
 FOUND @ NWC OF 124.374 ACRE TRACT
 CONC. MONUMENT WITH BRASS CAP STAMPED "NO 472"
 FOUND AT NEC OF 124.374 ACRE TRACT

NOTE:
 BEARINGS REFERENCED TO TWIN CREEKS PHASE 7A-1,
 AN ADDITION TO THE CITY OF ALLEN, AS DESCRIBED IN
 CABINET Q, PAGE 15, IN THE MAP RECORDS OF COLLIN
 COUNTY, TEXAS

1/2" IRON RODS SET AT ALL CORNERS UNLESS OTHERWISE
 NOTED

 **CORWIN ENGINEERING, INC.**
 200 W. BELMONT ALLEN, TEXAS, 75015 (972) 398-1200

EXHIBIT 'B'
R.O.W. DEDICATION (0.153 AC.)
 CHADRICK JACKSON SURVEY, ABSTRACT NO.489
 CITY OF ALLEN
 COLLIN COUNTY, TEXAS

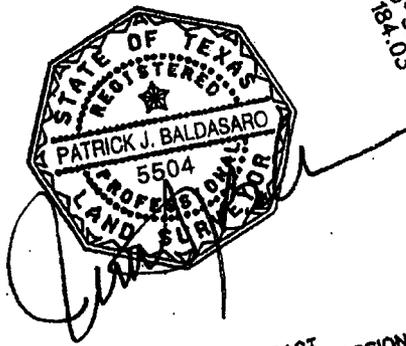
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P-10

STATE HIGHWAY NO. 121



SCALE: 1"=100'



124.374 ACRE TRACT
THE ARTS OF COLLIN COUNTY COMMISSION, INC
CLERKS FILE NO. 2005-0127774

124.374 ACRE TRACT
THE ARTS OF COLLIN COUNTY COMMISSION, INC
CLERKS FILE NO. 2005-0127774

CONTROLLING MONUMENTS:

- CONC. MONUMENT WITH BRASS CAP STAMPED "NO 471"
FOUND @ NWC OF 124.374 ACRE TRACT
- CONC. MONUMENT WITH BRASS CAP STAMPED "NO 472"
FOUND AT NEC OF 124.374 ACRE TRACT

CURVE TABLE

NO.	Δ	R	T	L	CB	C
10	04° 46' 39"	837.00'	33.72'	67.40'	N37° 38' 27" W	67.38'
11	22° 23' 31"	1400.00'	106.29'	209.87'	N24° 08' 17" W	208.53'
12	10° 36' 01"	1400.00'	129.88'	259.01'	N18° 14' 32" W	258.64'
13	38° 08' 34"	75.50'	26.82'	51.34'	N43° 05' 49" W	50.54'
14	15° 36' 13"	437.00'	59.88'	119.01'	S15° 44' 26" E	118.64'
15	13° 58' 14"	263.00'	32.15'	63.98'	S14° 54' 28" E	63.82'
16	07° 58' 27"	1824.00'	127.44'	254.36'	S17° 23' 20" E	254.10'
17	08° 58' 36"	1130.00'	86.70'	177.04'	S17° 23' 25" E	176.86'
18	11° 14' 45"	452.00'	44.63'	88.98'	S16° 14' 21" E	88.84'

NOTE:
BEARINGS REFERENCED TO TWIN CREEKS PHASE 7A-1,
AN ADDITION TO THE CITY OF ALLEN, AS DESCRIBED IN
CABINET Q, PAGE 15, IN THE MAP RECORDS OF COLLIN
COUNTY, TEXAS

1/2" IROD RODS SET AT ALL CORNERS UNLESS OTHERWISE
NOTED

CORWIN ENGINEERING, INC.
200 W. BELMONT ALLEN, TEXAS, 75013 (972) 398-1200

EXHIBIT 'A'
R.O.W. DEDICATION (9.153 AC.)

CHADRICK JACKSON SURVEY, ABSTRACT NO.489
CITY OF ALLEN
COLLIN COUNTY, TEXAS

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P-11

**RIGHT-OF-WAY DEDICATION DEED
RELATED TO RIDGEVIEW DRIVE**

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

That Arts of Collin County Commission, Inc., being the owner in fee simple of real property located in the County and within the territorial jurisdiction of the City of Allen, Texas, said parcel of land described and depicted in Exhibits A and B attached hereto and incorporated by reference herein for all purposes, the same as if fully copied herein, as Grantor, for and in consideration of the sum of ten dollars and other good and valuable consideration in hand paid by the City of Allen, Texas, as Grantee, the receipt and sufficiency of which is hereby acknowledged, has dedicated, granted, sold and conveyed, and by these presents does dedicate, grant, sell and convey unto the said City of Allen, Texas, right of way for public street and utility purposes, including the right of ingress, egress, and regress therein, and easements to construct and maintain, public streets and utilities, or any other public purpose authorized by Local Government Code § 273.001 and deemed necessary by said City into and through all that certain parcel.

To have and to hold the above described street right of way for public street and utility purposes or other valid public purpose deemed necessary by the City, in and to said premises with the right of ingress, egress, and regress therein, together with all and singular the usual rights thereto in anywise belonging, unto the said City of Allen, Texas, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said City of Allen, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In witness, I have hereunto subscribed my name this ____ day of _____, 2007.

Arts of Collin County Commission, Inc.
A Texas Local Government Corporation

Steve Matthews, President

GRANTOR'S ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, by _____ of Arts of Collin County Commission, Inc., a Texas Local Government Corporation, on behalf of said _____.

Notary Public, State of Texas

My Commission expires: _____

P-12

OWNER CITIES:

CITY OF ALLEN, TEXAS

Stephen Terrell, Mayor

Date: _____

ATTEST:

Shelley George, City Secretary

CITY OF FRISCO, TEXAS

E. Michael Simpson, Mayor

Date: _____

ATTEST:

Nan Parker, City Secretary

CITY OF PLANO, TEXAS

Pat Evans, Mayor

Date: _____

ATTEST:

Diane Zucco, City Secretary

EXHIBIT "A"
RIGHT-OF-WAY EASEMENT
SHADRICK JACKSON SURVEY, ABSTRACT NO. 489
CITY OF ALLEN, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Shadrirk Jackson Survey, Abstract No. 489, in the City of Allen, Collin County, Texas and being a portion of that certain called 124.374 acre tract of land described in deed to The Arts of Collin County Commission, Inc., recorded under Collin County Clerk's File No. 2005-0127774 (Volume 06000, Page 05392) of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found capped stamped "C&B" in the common line of the called 137.280 acre tract of land described in deed to DBSI 121/ALMA Land LP, recorded in Volume 5271, Page 2273 of the Land Records of Collin County, Texas and the 242.672 acre tract described in deed to Briar Ridge Investments, Inc. recorded in Collin County Clerk's File No. 91-0064625 of the Land Records of Collin County, Texas for the southeast corner of the beforementioned 124.374 acre tract;

THENCE leaving the common line of the said 137.280 acre tract and the 242.672 acre tract, the following courses and distances, to wit;

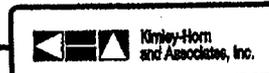
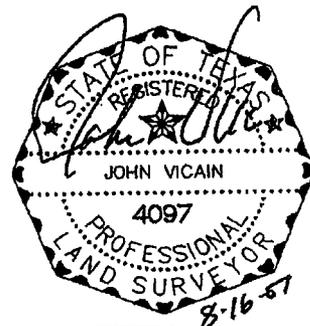
- South 52°04'25" West, a distance of 220.11 feet to a 5/8-inch iron rod found for the beginning of a curve to the left;
- Southwesterly, with the curve to the left, through a central angle of 10°53'38", having a radius of 1060.00 feet, and a chord bearing and distance of South 46°37'36" West, 201.24 feet, an arc distance of 201.54 feet to a 5/8-inch iron rod set with cap stamped "KHA" for the end of said curve;
- South 41°10'47" West, a distance of 100.00 feet to a 5/8-inch iron rod set with cap stamped "KHA" for the beginning of a curve to the right;
- Southwesterly, with the curve to the right, through a central angle of 20°36'01", having a radius of 1060.00 feet, and a chord bearing and distance of South 51°28'47" West, 379.07 feet, an arc distance of 381.12 feet to a 1/2-inch iron rod found for the end of said curve;
- South 61°46'48" West, a distance of 88.50 feet to a 5/8-inch iron rod set with cap stamped "KHA" in the northeasterly of the 6.952 acre tract of land described in deed to City of Allen, Texas for Ridgeview Drive and Exchange Parkway, recorded in Volume 5875, Page 00001 of the Land Records of Collin County, Texas, from which a 1/2-inch iron rod found for northeast corner of TWIN CREEK PHASE 7A-1, an addition to the City of Allen, Collin County, Texas, according to the plat thereof recorded in Cabinet Q, Page 15 of the Plat Records of Collin County, Texas;

THENCE with the northeasterly line of the said 6.952 acre tract, North 28°13'12" West, a distance of 70.00 feet to a point for corner;

THENCE leaving said common line and across the called 124.374 acre tract, the following courses and distances, to wit;

- North 81°46'48" East, a distance of 88.50 feet to a 5/8-inch iron rod set with cap stamped "KHA" for the beginning of a curve to the left;
 - Northeasterly, with the curve to the left, through a central angle of 08°35'26", having a radius of 990.00 feet, and a chord bearing and distance of North 57°29'05" East, 148.29 feet, an arc distance of 148.43 feet to a 5/8-inch iron rod set with cap stamped "KHA" for the beginning of a compound curve to the left;
 - Northeasterly, with the curve to the left, through a central angle of 13°20'53", having a radius of 210.00 feet, and a chord bearing and distance of North 46°30'56" East, 48.81 feet, an arc distance of 48.92 feet to a 5/8-inch iron rod set with cap stamped "KHA" for the beginning of a reverse curve to the right;
 - Northeasterly, with the curve to the right, through a central angle of 07°02'11", having a radius of 490.00 feet, and a chord bearing and distance of North 43°21'35" East, 60.14 feet, an arc distance of 60.18 feet to a 5/8-inch iron rod set with cap stamped "KHA" for the beginning of a reverse curve to the left;
 - Northeasterly, with the curve to the left, through a central angle of 05°41'53", having a radius of 980.00 feet, and a chord bearing and distance of North 44°01'44" East, 97.42 feet, an arc distance of 97.46 feet to a 5/8-inch iron rod set with cap stamped "KHA" for the end of said curve;
 - North 41°10'47" East, a distance of 100.00 feet to a 5/8-inch iron rod set with cap stamped "KHA" for the beginning of a curve to the right;
 - Northeasterly, with the curve to the right, through a central angle of 10°53'38", having a radius of 1140.00 feet, and a chord bearing and distance of North 46°37'36" East, 216.43 feet, an arc distance of 216.75 feet to a 5/8-inch iron rod set with cap stamped "KHA" for the end of said curve;
 - North 52°04'25" East, a distance of 175.17 feet to a 5/8-inch iron rod set for corner;
 - North 58°49'08" East, a distance of 97.18 feet to a 5/8-inch iron rod set for corner
- in the common line of the called 242.672 acre tract and the called 137.280 acre tract;

THENCE with the said common line, South 00°59'03" East, a distance 85.81 feet to the **POINT OF BEGINNING** and containing 1.7833 acres of land.
Bearing system based on Texas Coordinate System of 1983, North Central Zone.



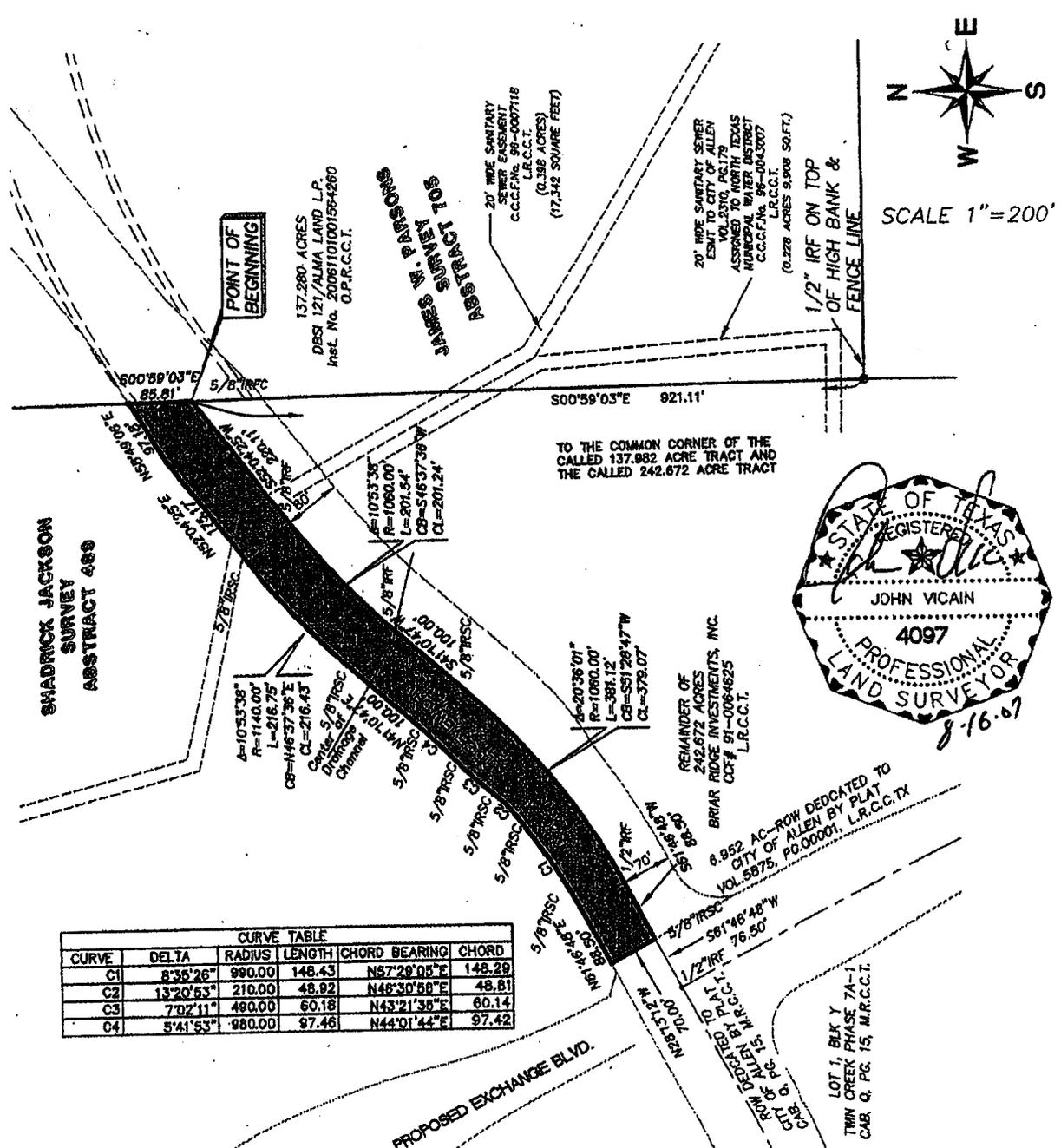
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Inmate: SHADRICK JACKSON

p-14

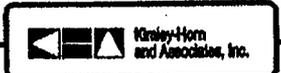
EXHIBIT "B"

RIGHT-OF-WAY EASEMENT

SHADRICK JACKSON SURVEY, ABSTRACT NO. 489
CITY OF ALLEN, COLLIN COUNTY, TEXAS



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	8°35'26"	990.00	148.43	N87°29'08"E	148.29
C2	13°20'53"	210.00	48.92	N48°30'88"E	48.81
C3	7°02'11"	490.00	60.18	N43°21'35"E	60.14
C4	5°41'53"	980.00	97.46	N44°01'44"E	97.42



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P.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 checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 11/12/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan P. Upchurch		Executive Director	11/1/07
Dept Signature:	<i>Alan Upchurch</i>		City Manager	11/2/07
Agenda Coordinator (include phone #):		Irene Pegues (7198)		(Project No. 5542)
ACTION REQUESTED:				
<input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approving the terms and conditions of a Local Transportation Project Advance Funding Agreement (LPAFA) between the State of Texas and the City of Plano for reconstruction of the US 75 and Parker Road interchange; 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 type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		691,391	4,732,609	0
Encumbered/Expended Amount		-691,391	-17,456	0
This Item		0	-4,530,000	0
BALANCE		0	185,153	0
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This item allows the City to enter into a funding agreement for the Parker Road at US 75 project. If this request is approved, the City will commit to transfer \$4,530,000 from the Street Improvement CIP TxDOT escrow fund.				
STRATEGIC PLAN GOAL: Interchange improvements and reconstruction relate to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
The Texas Department of Transportation has revised their standard LPAFA by adding paragraph 13(f) which provides that funding from the City to the State for the project will be kept in an escrow account managed by the State. Any excess funds will be allocated to another project. The LPAFA also provides additional funding from the State for the project.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

9-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF PLANO FOR RECONSTRUCTION OF THE US 75 AND PARKER ROAD INTERCHANGE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved a Local Transportation Advance Funding Agreement for Project CSJ:0047-06-906, reconstruction of the US 75 and Parker Road interchange, on September 25, 2005; and

WHEREAS, the Texas Department of Transportation has proposed a revised Local Project Advance Funding Agreement for the US 75 and Parker Road interchange project, a substantial copy of which is attached hereto as Exhibit "A" and incorporated 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.

9-2

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

9-3

CSJ # 0047-06-134
District # 18
Code Chart 64 #50043/33100
US 75 at Parker Road
Collin County

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For a STP-MM Project
(On State System)**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Plano, acting by and through its duly authorized officials, hereinafter called the "Local Government" and Collin County, acting by and through its duly authorized officials, hereinafter called the "County."

WITNESSETH

WHEREAS, a Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA) between the Local Government and the State has been adopted, effective July 16th, 2001, and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, a Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA) between the County and the State has been adopted, effective October 26, 2001, and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order 109460 that provides for the development of, and funding for, the project described herein; and,

WHEREAS, the Governing Bodies of the Local Government and County have approved entering into this LPAFA by resolution or ordinance attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the MAFA, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.
3. Amendments to this LPAFA shall be made as described in the MAFA, without exception.

2-4
AFA-LPAFA_OnSys

CSJ # 0047-06-134
District # 18
Code Chart 64 #50043/33100
US 75 at Parker Road
Collin County

4. Scope of Work

The scope of work and project limits for this LPAFA is described as the reconstruction of the US 75 and Parker Road interchange in the City of Plano.

5. Right of Way and Real Property shall be acquired under one of the following procedures (check either a. or b.):

a. **Purchase by the State.** Acquisition of right of way shall be the responsibility of the State, as stated in the MAFA, without exception, unless otherwise provided in Special Provisions and/or Attachment C. A warrant or check in the amount of the Local Government's estimated participation as reflected in Attachment C, shall be made payable to the Texas Department of Transportation and transmitted to the State prior to release of the Project by Right of Way Division, or within thirty (30) days from receipt of the State's written notification, whichever is earlier.

OR

b. **Purchase by the Local Government for the State.** Acquisition of right of way shall be the responsibility of the Local Government, as stated in the MAFA, without exception, unless otherwise provided in Special Provisions and/or Attachment C.

6. Donations of real property may be credited to the Local Government's funding obligation for cost of right of way to be acquired for this project. This section shall apply only to projects for which there is no federal financial assistance and for which the State is responsible for acquisition of the right of way. Credit for all real property, other than property which is already dedicated and/or in use as a public road, donated by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this LPAFA. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. Such documentation shall include an appraisal of the property by a qualified appraiser, unless the Local Government determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the fair market value is estimated at no more than \$10,000.00. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers. Credit shall be given only for property transferred at no cost to the State after the effective date of this LPAFA and the State's issuance of a letter of funding authority, and only for property which is necessary to complete this project. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this LPAFA, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its donation credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion

CSJ # 0047-06-134
District # 18
Code Chart 64 #50043/33100
US 75 at Parker Road
Collin County

of its contributed money.

7. Adjustment of eligible utilities and payment of costs associated with such adjustment shall be provided by _____ the State (or) Local Government (check the applicable party) and shall be in accordance with provisions set forth in the MAFA.
8. Environmental Assessment and Mitigation will be carried out as stated in the Master Agreement, without exception.
9. Compliance with Texas Accessibility Standards and ADA will be as stated in the MAFA, without exception.
10. Architectural and Engineering Services will be provided by the Local Government. The Local Government is responsible for performance of any required architectural or preliminary engineering work. The design shall conform to the standards in the State's Roadway Design Manual and the State's specification criteria shall be used. The State shall review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law.
11. Construction Responsibilities will be carried out by the State, as stated in the MAFA, without exception.
12. Project Maintenance will be undertaken as provided for in the MAFA, without exception.
13. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify with the State that the Federal Letter of Authority has been issued for the work covered by this Agreement.
 - b. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. All right of way Project cost overruns shall be shared in the same cost participation ratios as apply under this agreement to the applicable cost category. Other overruns are as stated in the MAFA.
 - d. The Local Government, without cost to the State, will do the necessary preliminary engineering. For purposes of this agreement, preliminary engineering includes design schematics, property descriptions, parcel plats and right of way maps.
 - e. Unless otherwise provided for in this agreement, payment is as stated in the MAFA. In the event the State determines that additional funding is required by the Local Government and or County at any time during the development of the Project, the State will notify the Local Government and or County in writing. The Local Government and or County will make payment to the State within thirty (30) days from receipt of the State's written notification.
 - f. Whenever funds are paid by the Local Government and or County to the State under this Agreement, the Local Government and or County shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the

CSJ # 0047-06-134
District # 18
Code Chart 64 #50043/33100
US 75 at Parker Road
Collin County

escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's and or County's contractual obligations to the State under another advance funding agreement.

- g. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
14. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider.
15. Incorporation of Master Agreement Provisions. This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.
16. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.
17. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.
18. Special Provisions. N/A

CSJ # 0047-06-134
District # 18
Code Chart 64 #50043/33100
US 75 at Parker Road
Collin County

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT-----CITY OF PLANO

By: _____
(Signature)

Title: _____

Date: _____

COUNTY-----COLLIN COUNTY

By: _____
(Signature)

Title: _____

Date: _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation

Date: _____

2-8
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RESOLUTION NO. _____

EXHIBIT "A" - PAGE 6 OF 9

CSJ # 0047-06-134

District # 18

Code Chart 64 #50043/33100

US 75 at Parker Road

Collin County

ATTACHMENT A

**RESOLUTION OF LOCAL GOVERNMENT
APPROVING THIS LPAFA**

9-9

RESOLUTION NO. _____

EXHIBIT "A" - PAGE 7 OF 9

CSJ # 0047-06-134

District # 18

Code Chart 64 #50043/33100

US 75 at Parker Road

Collin County

ATTACHMENT A

**RESOLUTION OF COUNTY
APPROVING THIS LPAFA**

9-10

RESOLUTION NO. _____

EXHIBIT "A" - PAGE 8 OF 9

CSJ # 0047-06-134

District # 18

Code Chart 64 #50043/33100

US 75 at Parker Road

Collin County

**ATTACHMENT B
PROJECT LOCATION MAP**

9-11

CSJ # 0047-06-134
 District # 18
 Code Chart 64 #50043/33100
 US 75 at Parker Road
 Collin County

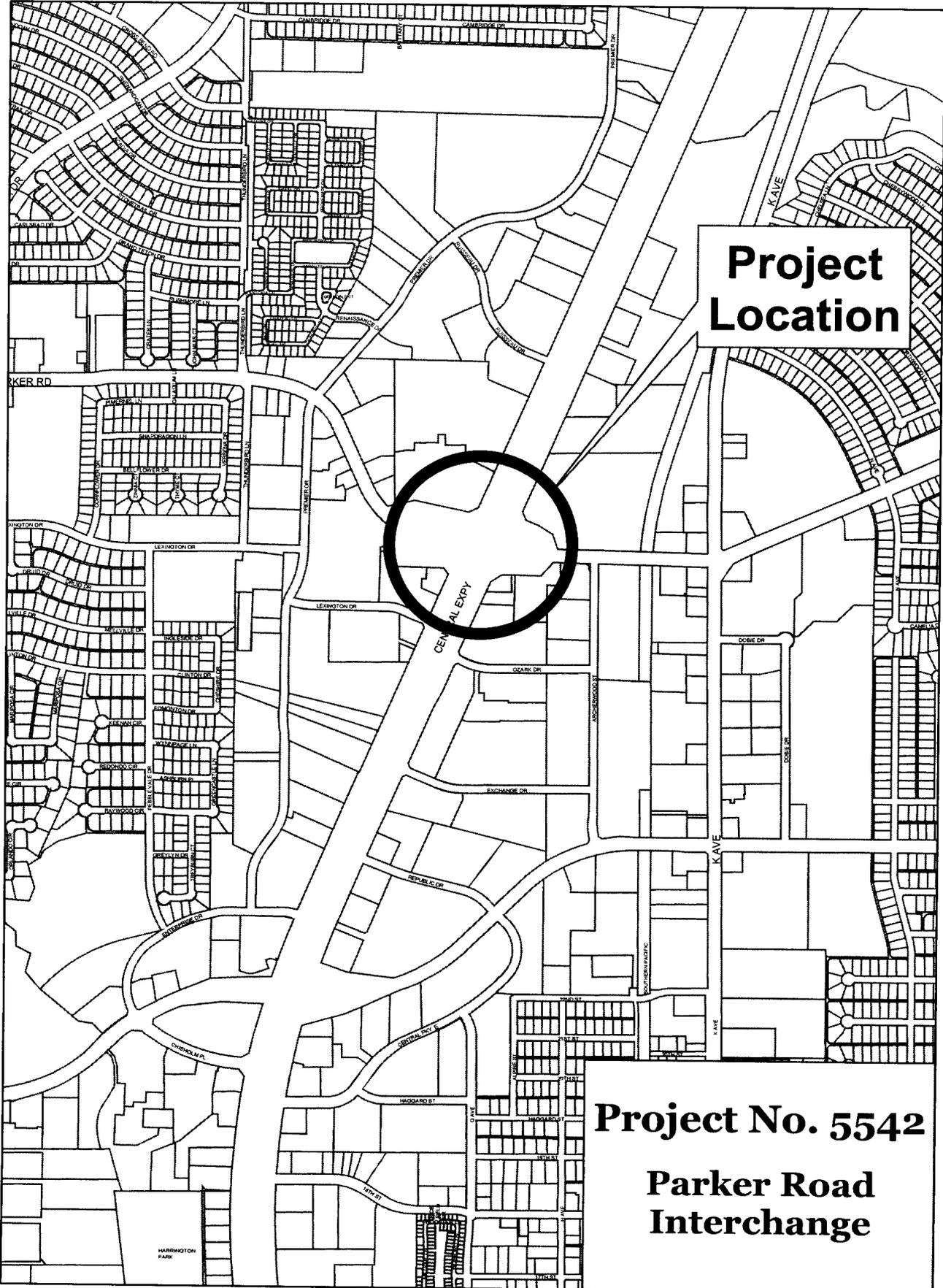
**ATTACHMENT C
 BUDGET ESTIMATE AND SOURCE OF FUNDS**

Description	Project Budget				Local Participation	
	Total Estimated Cost	Federal Participation	State Participation	City of Plano	Collin County	
	100%	Fixed	Fixed			
Right of Way (by Local Government)	\$120,000.00	\$0.00	\$0.00	\$120,000.00	\$0.00	
State review of PS&E (by State) -Direct Cost	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	
Plans, Specs & Estimate (PS&E) (by Local Government)	\$1,300,000.00	\$0.00	\$0.00	\$1,300,000.00	\$0.00	
Environmental (by Local Government)	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$0.00	
Construction	\$17,280,000.00	\$5,400,000.00	\$1,350,000.00	\$4,530,000.00	\$6,000,000.00	
Construction Engineering & Contingency— Direct Cost (12%)	\$2,073,600.00	\$0.00	\$2,073,600.00	\$0.00	\$0.00	
Total	\$20,923,600.00	\$5,400,000.00	\$3,523,600.00	\$6,000,000.00	\$6,000,000.00	
1st payment due 60 days prior to project letting						

Total Participation required from the local government and county = \$12,000,000.00

Direct State Cost will be based on actual charges.

2-12



**Project
Location**

Project No. 5542
**Parker Road
Interchange**



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: 11/12/07		Reviewed by Legal <i>fm</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Risk Management		Initials	Date
Department Head	Joey Page		Executive Director	
Dept Signature:	<i>Joey Page</i>		City Manager	<i>[Signature]</i> 11/12/07
Agenda Coordinator (include phone #): Joey Page - 7113				
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, exempting certain municipal-owned vehicles from requirements of Section 721.004 of the Texas Transportation Code; providing a repealer clause and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This resolution allows certain city-owned vehicles to be exempt from the inscription requirements of Section 721.004 of the Texas Transportation Code.				
List of Supporting Documents: n/a		Other Departments, Boards, Commissions or Agencies n/a		

r-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, EXEMPTING CERTAIN MUNICIPAL-OWNED VEHICLES FROM REQUIREMENTS OF SECTION 721.004 OF THE TEXAS TRANSPORTATION CODE; PROVIDING A REPEALER CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Section 721.004 of the Texas Transportation Code requires an inscription on all municipal-owned motor vehicles and heavy equipment with the name of the municipality followed by the title of the department or office having custody of the vehicle or equipment; and

WHEREAS, Section 721.005 of the Texas Transportation Code allows the governing body of a municipality to exempt from the inscription requirement certain municipal-owned motor vehicles; and

WHEREAS, the City Council of the City of Plano has been asked to approve the exemption from the inscription requirement for certain city-owned motor vehicles.

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

Section I. The City Council of the City of Plano hereby approves the exemption from inscription requirement for the following city-owned motor vehicles:

- a. police department;
- b. municipal code enforcement officer designated to enforce environmental criminal laws;
- c. an automobile used by a municipal employee when conducting an investigation involving suspected fraud or other mismanagement within the municipality.

Section II. All provisions of any other resolutions in conflict with the provisions of this Resolution are hereby repealed, and all other provisions of any other resolutions not in conflict with the provisions of the Resolution, shall remain in full force and effect.

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

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

Pat Evans, MAYOR

r-2

Resolution No. _____

Page 2

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		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 type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: 11/12/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell		Executive Director	
Dept Signature:	<i>Don Wendell</i>		City Manager	
Agenda Coordinator (include phone #):		Susan Berger (7255)		

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

CAPTION

Approving the terms and conditions of an agreement by and between Mid-Continental Restoration Company, Inc. and the City of Plano in the amount of \$65,000.00 for repairs needed to waterproof the lower floor of the Cox Building in accordance with the plans and specifications as prepared by the City's architects and engineers; approving its execution by the City Manager; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	65,000	0	65,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-65,000	0	-65,000
BALANCE	0	0	0	0

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the Capital Reserve fund. If approved, this item, in the amount of \$65,000, will be expended in the Capital Reserve fund and reimbursed by TIF #2.

STRATEGIC PLAN GOAL: Building waterproofing relates to the City's Goals of Premier City in which to live and Service Excellence.

SUMMARY OF ITEM

The repairs are necessary to prevent further damage to the facilities on the first floor of the Cox Building, due to water incursion. The Conley Group was engaged by the City to make recommendations and develop the bid specifications for the repairs. Three qualified contractors bid on the project and Mid-Continental Restoration Company was selected based upon their proposal. The selected contractor's bid does not exceed the cost estimate of \$66,479 provided by our consultant, The Conley Group.

List of Supporting Documents: Location Map Contract available for viewing in Department.	Other Departments, Boards, Commissions or Agencies
--	--

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RATIFYING AND APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN MID-CONTINENTAL RESTORATION COMPANY, INC. AND THE CITY OF PLANO IN THE AMOUNT OF \$65,000.00 FOR REPAIRS NEEDED TO WATERPROOF THE LOWER FLOOR OF THE COX BUILDING IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS PREPARED BY THE CITY'S ARCHITECTS AND ENGINEERS; APPROVING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about December 14, 2006, serious water incursion problems on the lower floor of the Cox Building were discovered, creating a situation which would cause damage to the structure and finishes of the building; and

WHEREAS, during the last ten months the City engaged various architects and engineers to study the water incursion issues at the Cox Building and to prepare recommendations, plans and specifications to waterproof the lower floor of the building; and

WHEREAS, the plans and specifications for the repairs are complete, and in accordance with the recommendation of Conley Group, Inc., the design engineer on the project, the City has contracted with Mid-Continental Restoration Company, Inc. to waterproof the lower floor of the Cox Building; and

WHEREAS, the waterproofing of the lower floor of the Cox Building is necessary due to unforeseen damage to public property and, therefore, is exempt from competitive bid pursuant to Section 252.022(a)(3) Tex.Loc.Govt. Code; and

WHEREAS, the City Council has been presented an agreement by and between Mid-Continental Restoration Company, Inc. and the City of Plano, for waterproofing of the lower floor of the Cox Building, 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 ratified, and its execution by the City Manager approved.

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

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

Resolution No. _____

Page 2

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
MID-CONTINENTAL RESTORATION COMPANY, INC.
FOR
BELOW GRADE AND WATERPROOFING REPAIRS FOR
COX BUILDING
RFQ NO. 01-7236**

THIS CONTRACT is made and entered into by and between **MID-CONTINENTAL RESTORATION COMPANY, INC.** a Kansas corporation, whose address is 401 Hudson Road, Fort Scott, KS 66701, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials and equipment necessary for below grade and waterproofing repairs for Cox Building. These products and services shall be provided in accordance with the Request for Quote for Below Grade and Waterproofing Repairs for Cox Building, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Request for Quote for Below Grade and Waterproofing Repairs for Cox Building (**Exhibit "A"**);
- (b) Contractor's Bid (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**);
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**) and
- (e) Payment and Performance Bonds (**Exhibit "E"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

S-4

**II.
TIME OF COMPLETION**

Contractor agrees and covenants that all work hereunder shall be complete within thirty (30) days for base bid work following notice to proceed from City. Fifteen (15) additional calendar days shall be allowed for Alternate Bid 1 and thirty (30) additional calendar days shall be allowed for Alternate Bid 2.

**III.
WARRANTY**

Contractor warrants and covenants to City that all goods and services provided by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as **Exhibit "A"**. Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

**IV.
PAYMENT**

Payment hereunder shall be made to Contractor following city's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00)** for the Base Bid as set forth in Exhibit "A" and Exhibit "B."

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

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

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph VII. **INDEMNIFICATION** and paragraph VIII. **COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

S5

**VI.
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

**VII.
INDEMNIFICATION**

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

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

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and **shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

56

**IX.
VENUE**

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

**X.
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XI.
INDEPENDENT CONTRACTOR**

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

**XII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited

5-7

interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D".

**XV.
PAYMENT AND PERFORMANCE BOND**

In the event this Contract amount exceeds \$25,000, a Payment bond in the amount of not less than one hundred percent (100%) of the Contract amount, conditioned upon the payment of all persons supplying labor or furnishing materials pursuant to the contract is required upon a form provided by the City. In the event this Contract amount exceeds \$100,000, a Performance Bond in the amount of not less than one hundred and fifteen percent (115%) of the Contract amount, conditioned upon the faithful performance of the Contract, is required upon a form provided by City. The bonds are attached hereto and incorporated herein as Exhibit "E".

**XVI.
SEVERABILITY**

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

**XVII.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVIII.
ENTIRE AGREEMENT**

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

**XIX.
CONTRACT INTERPRETATION**

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

S-8

**XX.
SUCCESSORS AND ASSIGNS**

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

**XXI.
HEADINGS**

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

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

**MID-CONTINENTAL RESTORATION COMPANY,
INC.**

Date: _____

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

S-9

ACKNOWLEDGMENTS

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 20__ by _____ of **MID-CONTINENTAL RESTORATION COMPANY, INC.**, a Kansas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COLLIN §

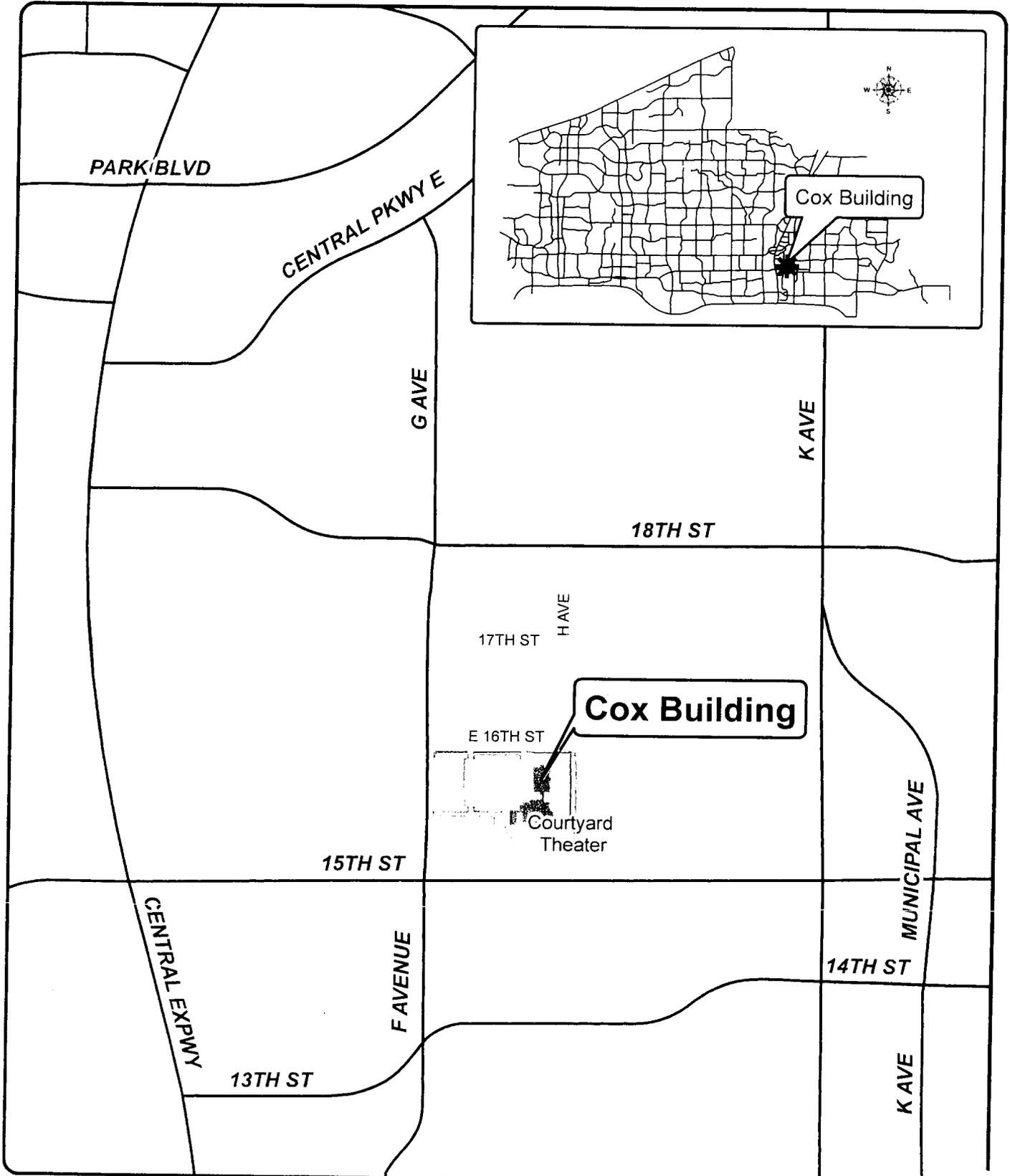
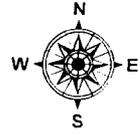
This instrument was acknowledged before me on the ___ day of _____, 20__ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

S-10

Location Map

Cox Building



Exhibits to the Contract by and between the City of Plano and Mid-Continental Restoration Company, Inc. are available in the Creative Arts Office during business hours.

S-12



**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:	11/12/07		Reviewed by Legal <i>JM</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Building Inspections		Initials	Date
Department Head	Selso Mata		Executive Director	<i>[Signature]</i> 10/18/07
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 10/22/07
Agenda Coordinator (include phone #): Diana Gallegos 5993				

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION II OF ORDINANCE NO. 2004-8-11, CURRENTLY CODIFIED AS CHAPTER 6, ARTICLE VIII, PLUMBING CODE, DIVISION 2, SECTION 6-239, SUBSECTION "TABLES 605.4 AND 605.5" OF THE CITY OF PLANO CODE OF ORDINANCES, BY IDENTIFYING CERTAIN MATERIALS FOR "WATER-SERVICE-PIPE" AND "WATER DISTRIBUTION PIPE" TABLES IN THE INTERNATIONAL PLUMBING CODE TO ADD, AMEND, AND DELETE THE USE OF CERTAIN MATERIALS UNDER CONCRETE SLABS; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY 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

The purpose of this amendment is to allow the use of Code approved cross-linked PEX and PEX-AL-PEX polyethylene pipe for water distribution in commercial construction.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

t-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION II OF ORDINANCE NO. 2004-8-11, CURRENTLY CODIFIED AS CHAPTER 6, ARTICLE VIII, PLUMBING CODE, DIVISION 2, SECTION 6-239, SUBSECTION "TABLES 605.4 AND 605.5" OF THE CITY OF PLANO CODE OF ORDINANCES, BY IDENTIFYING CERTAIN MATERIALS FOR "WATER-SERVICE-PIPE" AND "WATER DISTRIBUTION PIPE" TABLES IN THE INTERNATIONAL PLUMBING CODE TO ADD, AMEND, AND DELETE THE USE OF CERTAIN MATERIALS UNDER CONCRETE SLABS; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, subject to certain modifications, the City Council of the City of Plano approved and adopted the 2003 Edition of the International Plumbing Code in Ordinance No. 2004-8-11 as the City of Plano's Plumbing Code; and

WHEREAS, on August 9, 2004, The City Council of the City of Plano approved deletion of several sections from the 2003 Edition of the International Plumbing Code; and

WHEREAS, the City Council finds that certain deleted sections must be added and amended to the 2003 Edition of the International Plumbing Code, Ordinance No. 2004-8-11 as the Plumbing Code of the City of Plano; and

WHEREAS, the installation of certain materials for water service and distribution piping has been found in conformance with accepted construction practices and in general conformance with the code; and

WHEREAS, upon full review and consideration of all matters attendant and related thereto, the City Council is of the opinion that amending the existing text is necessary to provide for effective administration and enforcement of standards.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ORDAINS THAT:

Section I. The City Council hereby amends Ordinance No. 2004-8-11 codified as Chapter 6 Article VIII, Plumbing Code, Division 2 Section 6-239, of the Code of Ordinances of the City of Plano as follows;

"Tables 605.4 and 605.5 Water Service Pipe and Water Distribution Pipe are amended by adding:

Cross-linked Polyethylene/Aluminum/Cross-linked polyethylene (PEX-AL-PEX) pipe and Cross-linked Polyethylene (PEX) Plastic tubing.

t-2

Section II. 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 III. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section 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 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 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 VI. This ordinance shall become effective immediately upon its passage and publication as required by law.

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

t-3



**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:	11/12/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Building Inspections		Initials	Date
Department Head	Selso Mata	Executive Director	<i>[Signature]</i>	10/19/07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	11/26/07
Agenda Coordinator (include phone #): Diana Gallegos #5993				

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ADDING SECTION I OF ORDINANCE NO. 2004-8-9, CURRENTLY CODIFIED AS CHAPTER 6, ARTICLE XX, RESIDENTIAL CODE, DIVISION 2, SECTION 6-710, SUBSECTION "TABLE P2904.4.1" OF THE CITY OF PLANO CODE OF ORDINANCES BY IDENTIFYING CERTAIN MATERIALS FOR "WATER SERVICE, SUPPLY AND DISTRIBUTION PIPING" SECTION 2904.5.1 OF THE INTERNATIONAL RESIDENTIAL CODE TO ADD, AMEND, AND DELETE THE USE OF CERTAIN MATERIALS UNDER CONCRETE SLABS; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY 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

The purpose of this amendment is to allow the use of Code approved cross-linked PEX and PEX-AL-PEX polyethylene pipe for water distribution in residential construction.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION I OF ORDINANCE NO. 2004-8-9, CURRENTLY CODIFIED AS CHAPTER 6, ARTICLE XX, RESIDENTIAL CODE, DIVISION 2, SECTION 6-710, "TABLE P2904.4.1" AND "TABLE 2904.5" OF THE CITY OF PLANO CODE OF ORDINANCES BY IDENTIFYING CERTAIN MATERIALS FOR "WATER SERVICE, SUPPLY AND DISTRIBUTION PIPING" OF THE INTERNATIONAL RESIDENTIAL CODE TO ADD, AMEND, AND DELETE THE USE OF CERTAIN MATERIALS UNDER CONCRETE SLABS; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, subject to certain modifications, the City Council approved and adopted the 2003 Edition of the International Residential Code in Ordinance No. 2004-8-9 as the Residential Code of the City of Plano; and

WHEREAS, on August 9, 2004, The City Council of the City of Plano approved deletion of several sections from the 2003 Edition of the International Residential Code; and

WHEREAS, the City Council finds that certain deleted sections must be added and amended to the 2003 Edition of the International Residential Code, Ordinance No. 2004-8-9 as the Residential Code of the City of Plano; and

WHEREAS, the installation of certain materials for water service, supply and distribution piping has been found in conformance with accepted construction practices and in general conformance with the code; and

WHEREAS, upon full review and consideration of all matters attendant and related thereto, the City Council is of the opinion that amending the existing text is necessary to provide for effective administration and enforcement of standards.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ORDAINS THAT:

Section I. The City Council hereby amends Ordinance No. 2004-8-9, codified as Chapter 6, Article XX, *Residential Code*, Division 2, Section 6-710, of the Code of Ordinances of the City of Plano as follows:

Table P2904.4.1 Water Service Pipe and *Table 2904.5* Water Distribution Pipe are amended by adding:

Cross -linked Polyethylene/Aluminum/Cross-linked polyethylene (PEX-AL-PEX) pipe and Cross-linked Polyethylene (PEX) Plastic tubing.

U-2

Section II. 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 III. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section 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 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 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 VI. This ordinance shall become effective immediately upon its passage and publication as required by law.

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

u-3



**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:	11/12/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Property Standards		Initials	Date
Department Head	Cynthia O'Banner	Executive Director		
Dept Signature:	<i>Cynthia O'Banner</i>	City Manager	<i>[Signature]</i>	11/29/07
Agenda Coordinator (include phone #):		Gloria Carter x5150		

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

CAPTION

AN ORDINANCE FOR THE CITY OF PLANO, TEXAS, AMENDING ARTICLE VIII, ABANDONED AND JUNKED VEHICLES, DIVISION 3, JUNKED VEHICLES, BY REPEALING SECTIONS 12-226, 12-227, 12-229 AND 12-232 OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF PLANO CODE OF ORDINANCES AND REPLACING WITH REVISED REGULATIONS INCLUDING CHANGING THE DEFINITION OF "JUNKED VEHICLE", AND CLARIFYING PROCEDURES AND NOTICE TO ABATE A NUISANCE TO CONFORM TO STATE LAW; AND PROVIDING A PENALTY CLAUSE, A SEVERABILITY CLAUSE, A REPEALER CLAUSE, A SAVINGS 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

To change the definition of "junked vehicle", clarify request for public hearing requirement, expand service method of notice delivery and update the ordinance to conform with State law regarding procedures for notices, hearings, abatement and removal of such declared public nuisances.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

ORDINANCE NO. _____

AN ORDINANCE FOR THE CITY OF PLANO, TEXAS, AMENDING ARTICLE VIII, ABANDONED AND JUNKED VEHICLES, DIVISION 3, JUNKED VEHICLES, BY REPEALING SECTIONS 12-226, 12-227, 12-229 AND 12-232 OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF PLANO CODE OF ORDINANCES AND REPLACING WITH REVISED REGULATIONS INCLUDING CHANGING THE DEFINITION OF "JUNKED VEHICLE", AND CLARIFYING PROCEDURES AND NOTICE TO ABATE A NUISANCE TO CONFORM TO STATE LAW; AND PROVIDING A PENALTY CLAUSE, A SEVERABILITY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Division 3, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, regulates junked vehicles and procedures for abatement and removal of such vehicles; and

WHEREAS, the 80th Legislature of the State of Texas amended Sections 683.071, 683.074, and 683.075 of the Texas Transportation Code changing the definition of junked vehicles, procedures to abate nuisances and proper notice respectively, effective September 1, 2007; and

WHEREAS, the City Council of the City of Plano finds it necessary to amend Article VIII, Division 3, Junked Vehicles, Sections 12-226, 12-227, 12-229 and 12-232 of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances for clarity and consistency with State law.

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

Section I. The City Council hereby repeals Ordinance No. 2001-11-23 currently codified under Article VIII, Division 3, Section 12-226 of Chapter 13, "Motor Vehicles and Traffic" defining "Junked vehicle" and replaces the definition of Junked vehicle with the following new language verbatim:

"*Junked vehicle*" means a self propelled vehicle, or part thereof, that:

- (1) Does not have lawfully attached to it:
 - a. An unexpired license plate registration; and
 - b. A valid motor vehicle inspection certification; and
- (2) Is:
 - a. Wrecked, dismantled or partially dismantled, or discarded; or
 - b. Inoperable and has remained inoperable for more than:
 1. Seventy-two (72) consecutive hours, if the vehicle is on public property; or
 2. Thirty (30) consecutive days, if the vehicle is on private property."

V-2

Section II. The City Council of the City of Plano hereby repeals the portion of Section II of Ordinance No. 2001-10-17 currently codified as Article VIII, Division 3, Sections 12-227, 12-229 and 12-232 of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances and replaces Sections 12-227, 12-229 and 12-232 with the following new language verbatim:

“Sec. 12-227. Junked vehicle declared a public nuisance.

A junked vehicle, including a part of a junked vehicle, that is visible at any time of the year from a public place or public right-of-way is detrimental to the safety and welfare of the public, tends to reduce the value of private property, invites vandalism, creates a fire hazard, is an attractive nuisance creating a hazard to the health and safety of minors, produces urban blight adverse to the maintenance and continuing development of the City of Plano and is a public nuisance.

Sec. 12-229. Authority to abate nuisance; procedures.

To abate and remove a junked vehicle from any place visible to the public, whether on private or public property the following procedure is required:

(a) *Notice.*

- (1) Any employee of a department authorized by the city manager to enforce this division shall provide notice by:
 - a. personal delivery, sending by certified mail with a five (5) day return requested, or delivery by the United States Postal Service with signature confirmation service to:
 1. the last known registered owner of the nuisance;
 2. each lienholder of record of the nuisance; and
 3. the owner or occupant of:
 - (A) the property on which the nuisance is located; or
 - (B) if the nuisance is located on a public right-of-way, the property adjacent to the right-of-way.
 - b. Post written notice on the junked vehicle if the address of the last known registered owner of the junked vehicle is unknown
- (2) The notice must state the nature of the nuisance, and that:
 - a. the junked vehicle must be abated and removed not later than the 10th day after the date on which the notice was personally delivered or mailed; and
 - b. any request for a hearing must be made in writing and received by the department before that ten (10) day period expires.
- (3) If any notice is returned undelivered, action to abate the nuisance shall continue to a date not earlier than the 11th day after the date of the return.

(b) *Hearing.*

- (1) A designee of the city manager shall conduct hearings under the procedures adopted under this section. This hearing officer does not have

V-3

to adhere to strict rules of evidence, and can adopt informal procedures for the hearing.

- (2) Any request for a public hearing by a person who receives notice must be made not later than the date by which the nuisance must be abated and removed.
- (3) If a hearing is requested by a person for whom notice is required, the hearing shall be held not earlier than the 11th day after the date of the service of notice.
- (4) At the hearing, the junked vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable.

(c) *Abatement and removal of nuisance.*

- (1) Request for abatement and removal of junked vehicle.
 - a. After receiving written notice from the city regarding the public nuisance created by a junked vehicle:
 1. The owner of the junked vehicle may request and authorize the city to remove the junked vehicle; or
 2. The owner or occupant of the private property upon which the junked vehicle is located may request and authorize the city to remove the junked vehicle if the city cannot locate the vehicle's owner.
 - b. Before the city removes a junked vehicle, the person requesting removal under this section must execute an authorization and indemnification agreement, thereby allowing the city to enter the private property and holding the city harmless from any claim of injury or damage sustained as a result of the removal and disposal of the junked vehicle in accordance with section 12-231.
- (2) Abatement and removal of junked vehicle
 - a. If the information is available at the location of the nuisance, a resolution or order requiring removal of the nuisance must include the vehicle's description, vehicle identification number, and license plate number.
 - b. The municipal court may issue orders necessary to enforce the procedures and removal of the public nuisance.

Sec. 12-232. Notice to Texas Department of Transportation.

No later than the fifth day after the date of removal of a junked vehicle, the department shall send notice to the Texas Department of Transportation identifying the vehicle, or part thereof, removed. On receipt of notice of removal the Texas Department of Transportation shall immediately cancel the certificate of title issued for the vehicle."

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.

V-4

Section IV. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section V. All provisions of the ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section VI. The repeal of any ordinance or part of ordinances affected by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this ordinance.

Section VII. This Ordinance shall become effective upon its passage and publication as required by law.

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

V-5

~~“Junked vehicle means a self-propelled vehicle that is self propelled and; or part thereof, that:~~

- (1) Does not ~~have~~ lawfully ~~have~~ attached to it:
 - a. an unexpired license plate registration; ~~or~~ and
 - b. a valid motor vehicle inspection certificate; and

- (2) Is:
 - a. Wrecked, dismantled or partially dismantled, or discarded; or
 - b. Inoperable and has remained inoperable for more than:
 1. Seventy-two (72) consecutive hours, if the vehicle is on public property; or
 2. Thirty (30) consecutive days, if the vehicle is on private property.

Sec. 12-227. Junked vehicle declared a public nuisance.

~~A junked vehicle, including a part of a junked vehicle, that is visible at any time of the year located in any place visible from a public place or on a public right-of-way is detrimental to the safety and welfare of the public, tends to reduce the value of private property, invites vandalism, creates a fire hazard, is an attractive nuisance creating a hazard to the health and safety of minors, produces a public nuisance, wherein the junked vehicle is detrimental to the health, safety and welfare of the general public by inviting vandalism, creating a fire hazard, and constituting an attractive nuisance to minors, as well as detrimental to the economic welfare of the City of Plano by reducing the value of private property and producing urban blight adverse to the maintenance and continuing development of the City of Plano and is a public nuisance.~~

Sec. 12-229. Authority to abate nuisance; procedures.

To abate and remove a junked vehicle from any place visible to the public, whether on private or public property, the following procedure is required:

A. NOTICE.

- (1) Any employee of a department authorized by the city manager to enforce this division shall provide notice by:
 - (a) personal delivery, sending written notice viaby certified mail, return receipt requested within five dayswith a five (5) day return requested, or delivery by the United States Postal Service with signature confirmation service to:
 - 1) ~~to~~ the last known registered owner of the junked ~~vehiclenuisance;~~
 - 2) ~~to~~ any ~~known~~ each lienholder of record of the junked ~~vehiclenuisance;~~ and
 - 3) ~~and to~~ the owner or occupant of;

V-6

~~(A) the property on which the junked vehicle nuisance is located;~~ or,

~~(B) if the junked vehicle nuisance is located on the public right-of-way, the owner or occupant of the property adjacent to the public right-of-way; or~~

(b) post written notice on the junked vehicle if the address of the last known registered owner of the junked vehicle is unknown; or

~~(c) hand deliver notice to the last known registered owner of the junked vehicle if his or her physical location is known.~~

(2) The notice must state the nature of the nuisance, and that:

(a) the junked vehicle must be abated and removed no later than the 10th day after the date on which the notice was personally delivered or mailed; and

(b) any request for a hearing must be made in writing and received by the department before that ten (10) day period expires.

(3) If any notice is returned undelivered, action to abate the nuisance shall continue to a date not earlier than the 11th day after the date of the return.

(4) In the case where a person receiving notice neither requests a hearing nor abates the nuisance within the 10 day period provided in Sec. 12-229 A(2)(a), the department shall, in compliance with Sec. 12-229(A)(1), give notice of a public hearing, providing the date, time, and place of the hearing.

B. HEARING.

(1) A designee of the city manager shall conduct all hearings under ~~this~~ the procedures adopted under this section. This hearing officer does not have to adhere to strict rules of evidence, and can adopt informal procedures for the hearing.

~~(2) Any request for a public hearing by a person who receives notice must be made not later than the date by which the nuisance must be abated and removed.~~

~~(23) If a person receiving notice of a junked vehicle requests a hearing is requested by a person for whom notice is required, the public hearing shall occur be held not earlier than the 11th day after the date of the service of notice. If a person has not responded to the initial notice, a public hearing~~

V-7

may occur five (5) business days after the date on the notification of public hearing.

- (34) At the hearing, the junked vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable.

C. ABATEMENT AND REMOVAL OF NUISANCE.

(1) Request for abatement and removal of junked vehicle.

- (a) After receiving written notice from the city regarding the public nuisance created by a junked vehicle:
- (i) the owner of the junked vehicle may request and authorize the city to remove the junked vehicle; or
 - (ii) the owner or occupant of the private property upon which the junked vehicle is located may request and authorize the city to remove the junked vehicle if the city cannot locate the vehicle's owner.
- (b) Before the city removes a junked vehicle, the person requesting removal under this section must execute an authorization and indemnification agreement, thereby allowing the city to enter the private property and holding the city harmless from any claim of injury or damage sustained as a result of the removal and disposal of the junked vehicle in accordance with Sec.12-231.

(2) Abatement and removal of junked vehicle after hearing.

- (a) ~~Should a hearing officer find that a junked vehicle, or part thereof, is located in an area visible from a public place or in a public right-of-way, the hearing officer shall order abatement and removal of the junked vehicle.~~
- (ba) If the information is available at the location of the nuisance, ~~an~~ a resolution or order requiring removal of the nuisance must include the vehicle's description, vehicle identification number, and license plate number.
- (eb) The municipal court may issue orders necessary to enforce the procedures and removal of the public nuisance.

Sec. 12-232. Notice to Texas Department of Transportation.

No later than the fifth day after the date of removal of a junked vehicle, the department shall send notice to the Texas Department of Transportation identifying the vehicle, or part thereof, removed. On receipt of notice of removal, the Texas Department of Transportation shall immediately cancel the certificate of title issued for the vehicle.

V-9



**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:	11/12/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services			
Department Head	David Stephens	Executive Director	<i>[Handwritten initials]</i> Date: 11-02-07 11/5/07	
Dept Signature:	<i>[Signature]</i>	City Manager		
Agenda Coordinator (include phone #): Amy Powell X7342				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approving a Change Order to Motorola, Inc. through an existing contract/agreement with Houston Galveston Area Council (HGAC), increasing the original contract by \$194,854 for a 300-foot tower with fence to extend the Wireless Mesh Network City Wide Build-Out Phase I. (HGAC Contract No. RA01-06).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 07-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	4,986,466	15,513,534	0	20,500,000
Encumbered/Expended Amount	-4,986,466	-3,268,902	0	-8,255,368
This Item	0	-194,854	0	-194,854
BALANCE	0	12,049,778	0	12,049,778
FUND(S): TECHNOLOGY / BOND (029)				
COMMENTS: Funds will be provided by the 2008 sale of Certificates of Obligation/Tax Notes. This change order, in the amount not to exceed \$194,854, will leave a current year allocation of \$12,049,778 for the MotoMesh Project.				
STRATEGIC PLAN GOAL: The tower and fence addition for the wireless mesh network extension relates to the City's Goal of Service Excellence.				
SUMMARY OF ITEM				
Technology Services recommends council approval for Change Order No. 1 to Motorola, Inc., to extend the Wireless Mesh Network City Wide Build-Out Phase 1 for a 300-foot tower and fence which will accommodate multiple users at various elevations. Original Contract amount \$7,896,000; New Contract amount \$8,090,854. The City is authorized to purchase from the Houston Galveston Area Council (HGAC) Contract List pursuant to Section 271, Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (HGAC Contract No. RA01-06).				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo, Change Order				

Interoffice Memo

Date: 10/01/07
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: New 300 Tower for Mesh-Network

We are recommending a change order to our existing contract with Motorola for the City Wide Build-Out Phase I for the addition of a 300' New Tower without shelter. The new proposed tower with equipment and installation is to be provided by Motorola for a not to exceed costs of \$ 194,854.00.

We recommend that the City Manager be given authority to execute any necessary paperwork to revise our existing contract with this proposed change order. This change order is less than 25% of the original contract with Motorola.

1-2

CHANGE ORDER NO. 1

CITY WIDE BUILD-OUT PHASE 1
MOTOROLA MESH NETWORK
HGAC CONTRACT NO. RA01-06

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS** and **MOTOROLA, INC.** for the **MOTOROLA MESH NETWORK PROJECT**, dated **DECEMBER 21, 2006**.

B. DESCRIPTION OF CHANGE

The change order is an extension of Wireless Mesh Network City Wide Build-Out Phase 1 for a 300' tower and fence which will accommodate multiple users at various elevations. This was not included in the original contract.

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
	300' tower with fence	0				\$194,854.00
		0				\$0.00
						\$0.00
	TOTAL:					\$194,854.00

These items will be charge to account number 29-94101-6312

Original Contract Amount	<u>\$ 7,896,000.00</u>
Contract Amount (Including Previous Change Orders)	<u>\$ 7,896,000.00</u>
Amount, Change Order No. 1	<u>\$ 194,854.00</u>
Revised Contract Amount	<u>\$ 8,090,854.00</u>
Total Percent Increase Including Previous Change Orders	<u>2.47%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 0 day(s) to this contract.

Original Contract Time	<u>0 working days</u>
Amount (Including Previous Change Orders)	<u>0 working days</u>
Amount, Change Order No. _____	<u>0 working days</u>
Revised Contract Time	<u>0 working days</u>
Total Percent Increase Including Previous Change Orders	<u>N/A</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and Motorola, Inc., do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated December 21, 2006.

OWNER: CITY OF PLANO

CONTRACTOR: MOTOROLA, INC.

By: _____
(signature)

By: _____
(signature)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **Eddie Fuerst of Motorola, INC.**

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas



**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:	11/12/07		Reviewed by Legal <i>kb</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Budget		Initials	Date
Department Head	Karen Rhodes		Executive Director	
Dept Signature:	<i>Karen Rhodes</i>		City Manager	<i>AKB</i> 11/5/07
Agenda Coordinator (include phone #): Anita Bell x7194				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PUBLIC HEARING				
CAPTION				
PUBLIC HEARING PURSUANT TO HOUSE BILL 621, GOODS-IN-TRANSIT AS DEFINED BY TEXAS TAX CODE 11.253(a)(2), TO TAKE EFFECT ON JANUARY 1, 2008 WHICH ALLOWS THE GOVERNING BODY OF A TAXING UNIT, AFTER A PUBLIC HEARING, TO PROVIDE FOR THE CONTINUED TAXATION OF SUCH GOODS-IN-TRANSIT.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
House Bill 621 extends an ad valorem tax exemption to "goods-in-transit" that are being shipped to other locations within the state. The City Council must conduct a public hearing "opting out" of the legislation.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Letter from Collin Central Appraisal District				



Collin Central Appraisal District

August 15, 2007

Thomas Muehlenbeck, City Manager
City of Plano
P. O. Box 860358
Plano, TX 75086

RECEIVED
AUG 17 2007
CITY MANAGER'S OFFICE
CITY OF PLANO, TEXAS

RE: New Exemption of "Goods in Transit" – Local Option to tax

Dear Mr. Muehlenbeck:

In the 2007 session, the Texas Legislature passed HB621. The bill is very similar to the Freeport exemption passed many years ago, but it has a potentially larger impact as time goes on. The purpose of this letter is to inform you of your option to tax the goods subject to this new exemption and to provide you with the forms and procedures to tax these goods if you choose.

The district takes no position on the policy question of whether or not to continue to tax the property that is the subject of this new exemption.

What is exempted?

This bill exempts goods, principally inventory, that are stored in a location that is not owned by the owner of the goods and are transferred from that location to another location within 175 days. The goods may be in the location for the purposes of assembling, storing, manufacturing, processing, or fabricating purposes by the person who acquired or imported the property. Certain specific types of goods are presently excluded from this exemption: oil, natural gas, petroleum products, aircraft, dealer's motor vehicle inventory, dealer's vessel and outboard motor inventory, dealer's heavy equipment inventory, and dealer's retail manufactured housing inventory.

What is the impact on your tax base?

At present, this new law might have limited impact because most goods are probably kept in facilities that are owned by the owners of the goods themselves. However, this may change rapidly. In order to take advantage of this new law, owners may seek to transfer ownership of either the goods or the facilities in which the goods are stored, manufactured, processed, etc. to legal entities with a different ownership. These type paper changes could make the property exempt.

What can the taxing unit do?

The governing body of each taxing unit may act to tax these goods in the year following the year in which the governing body takes action. If you wish to continue to tax these type goods in 2008, you must act to tax the goods before the end of 2007. You must inform my office that you have acted to tax these goods and we believe the best way to document your decision to us is by providing a copy of the resolution, order or ordinance, as appropriate for your jurisdiction.

Before you act to tax these goods, you must hold a public hearing to determine whether to let them become exempt. Failure to act to tax these goods will allow them to become exempt for the 2008 tax year. The legislature has prescribed no special procedures for this public hearing, so it appears that it may be held at a meeting that you have called for other purposes. Since this item requires an action, it would be our opinion that it should be listed as an action item on the agenda of a public meeting, in compliance with the Open Meetings Act. We do not see the requirement for other or additional public notice of the hearing.

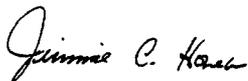
Since each taxing unit's governing body must act in the manner required for official action by the governing body, we have enclosed a sample order, ordinance or resolution, as appropriate.

Special note to School Districts

It is our understanding, based on information from legal counsel, that the wealth lost to this exemption will be deducted from the school district's taxable wealth, as determined by the Comptroller for purposes of state aid calculations. Until the hold harmless provisions of House Bill 1 are removed, this should have little impact on the amount of state aid your school district receives. At present, the Comptroller's wealth estimate affects only the additional four cents that a school may impose and the amount of certain types of facilities aid. Even if the legislature were to restore the Comptroller's finding of taxable wealth to its previous role in state aid funding to school districts, the affect of the additional state aid would not be a "dollar for dollar" offset.

I hope this letter and attached sample forms will help you make an informed decision in regard to this matter. If you have questions regarding HB621 please feel free to contact my office.

Sincerely,



Jimmie Honea, Chief Appraiser



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:	11/12/2007	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer Utility Services		Initials	Date
Department Head	Mark Israelson	Executive Director	<i>[Signature]</i>	9-24-07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	9/28/07
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
A PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE PERTAINING TO THE USE OR TAKING OF A PORTION OF A CITY OF PLANO PARK AND KNOWN AS THE PRESTON MEADOW PARK SITE FOR A COMMUNICATIONS FACILITIES LICENSE AGREEMENT FOR CELLULAR EQUIPMENT ATTACHED TO AND AT THE BASE OF THE EXISTING TXU ELECTRIC TRANSMISSION TOWER.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
<p>T-Mobile Texas, L.P., by T-Mobile West Corporation, a Delaware Corporation, has requested that the City approve their facilities for cellular attached to and at the base of TXU Electric transmission towers, as depicted in drawing included with this agenda item. Chapter 26 of the Texas Parks and Wildlife Code requires a public hearing for any use or taking of park land. To permit the use or taking of park land, the governing body with jurisdiction over the park, the City Council for instance, must find the following:</p> <ol style="list-style-type: none"> 1. There is no feasible and prudent alternative to the use and taking of the park land as proposed by the project exists, and 2. The Project includes all reasonable planning to minimize harm to the Park Land resulting from the use or the taking. <p>Witnesses will present at the public hearing on these issues.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

NOTICE OF PUBLIC HEARING

The City Council of the City of Plano, Texas will hold a public hearing on the 12th day of November, 2007 at 7:00 o'clock p.m. in the City Council Chambers, City of Plano Municipal Building, located at 1520 Avenue K, Plano, Texas. The purpose of the public hearing is to determine whether or not a portion of the City of Plano public park land within the City of Plano, Texas, should be utilized for the following described project:

Communications Facilities License Agreement with T-Mobile for the Preston Meadow Park Site.

A drawing of the park location and proposed communications facility can be viewed in the office of Mark Israelson, Customer and Utility Services office at 1520 Avenue K, Plano, Texas 75074.

All interested persons are invited to attend and testify at the public hearing.



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:	11/12/2007	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer Utility Services	Initials	Date	
Department Head	Mark Israelson	Executive Director	<i>[Signature]</i>	9-28-07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	9/28/07
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, APPROVING A PROJECT, REQUIRING THE USE OR TAKING OF A PORTION OF CITY OF PLANO PUBLIC PARK LAND, KNOWN AS THE PRESTON MEADOW PARK SITE; PROVIDING FOR A DETERMINATION THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE PROPOSED USE OR TAKING OF THE PARK LAND; AND THAT THE PROPOSED PROJECT INCLUDES ALL REASONABLE PLANNING TO MINIMIZE HARM TO THE LAND AND THE PARK AND RECREATION AREA RESULTING FROM THE USE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(s):

COMMENTS:

SUMMARY OF ITEM

This item is related to the previous public hearing item authorizing T-Mobile Texas, L.P., by T-Mobile West Corporation, a Delaware Corporation, to locate, place, attach, install, and operate telecommunications ground equipment in certain specific portions of the public rights of way near Lorimar Drive identified as the Preston Meadow Site.

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

4-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING A PROJECT, REQUIRING THE USE OR TAKING OF A PORTION OF CITY OF PLANO PUBLIC PARK LAND, KNOWN AS THE PRESTON MEADOW PARK SITE; PROVIDING FOR A DETERMINATION THAT THERE IS NO FEASIBLE AND PRUDENT ALTERNATIVE TO THE PROPOSED USE OR TAKING OF THE PARK LAND; AND THAT THE PROPOSED PROJECT INCLUDES ALL REASONABLE PLANNING TO MINIMIZE HARM TO THE LAND AND THE PARK AND RECREATION AREA RESULTING FROM THE USE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has requested approval of a project to allow cellular equipment to be attached to and at the base of an existing TXU Electric transmission tower for T-Mobile Texas, LP, by T-Mobile West Corporation, a Delaware corporation, as depicted on the drawing attached hereto as Exhibit "A" (called "Project") which requires the use or taking of a portion of City of Plano public park land known as the Preston Meadow Park Site, (called "Park Land"); and

WHEREAS, Chapter 26 of the TEXAS PARKS AND WILDLIFE CODE (called "Code") requires a public hearing to determine whether or not the Project's proposed use of a portion of the Park Land should be approved in accordance with certain criteria contained within the Code; and

WHEREAS, Notices of the Public Hearing were duly served and published in conformity with the Code; and

WHEREAS, a public hearing was held by the City Council on November 12, 2007, during which all interested persons were given the opportunity to testify and present other relevant evidence before the City Council;

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

Section I. After hearing and reviewing all of the testimony and evidence at the Public Hearing as well as other matters and information relevant and pertinent to a determination, the City Council hereby finds and determines that:

- (a) There is no feasible and prudent alternative to the use or taking of the Park Land as proposed by the Project; and

4-2

- (b) The Project includes all reasonable planning to minimize harm to the Park Land, resulting from the use or the taking.

Section II. The City Council further finds that the determination made in Section I is in the public interest generally, and in the best interest of the citizens of the City of Plano, Texas.

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

DULY PASSED AND APPROVED by the City Council of the City of Plano, Texas, this the _____ day of _____, 2007.

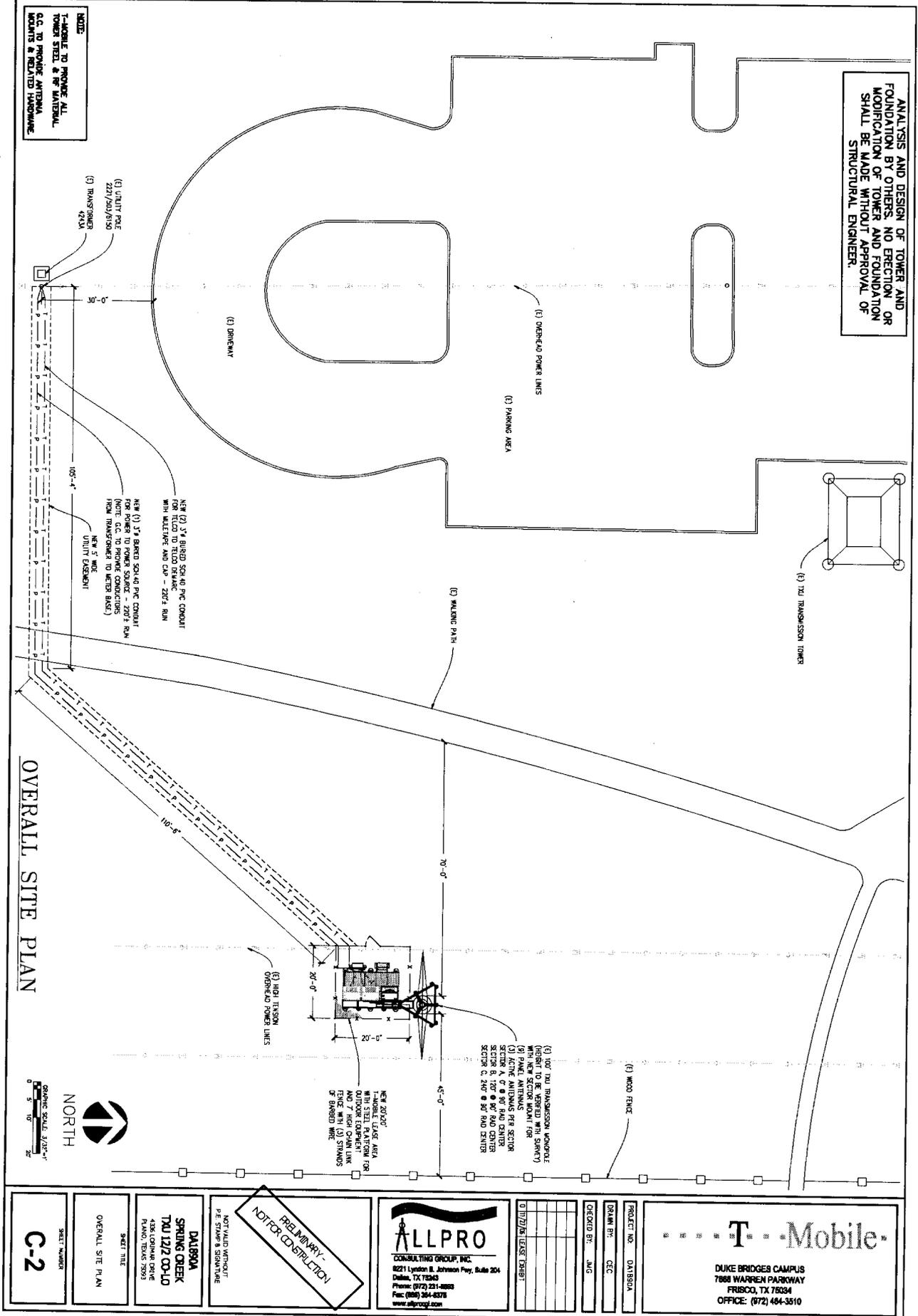
PAT EVANS, MAYOR

ATTEST:

Diane Zucco, City Secretary

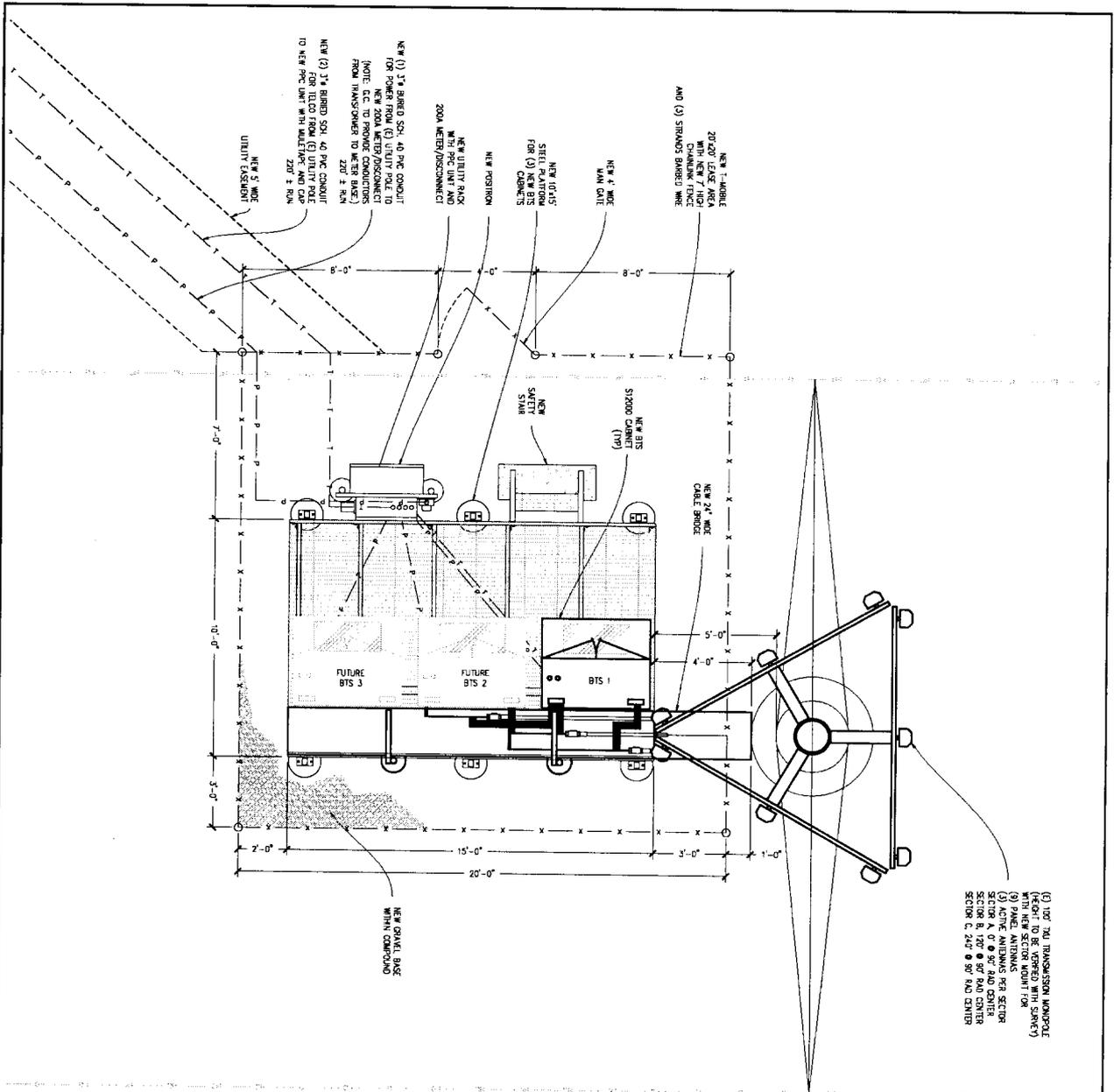
APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney



4.4

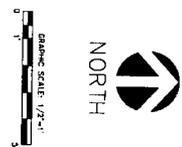
<p>PRELIMINARY - NOT FOR CONSTRUCTION</p>	<p>ALLPRO CONSULTING GROUP, INC. 8221 Lyndon B. Johnson Fwy, Suite 204 Dallas, TX 75246 Phone: (972) 231-8888 Fax: (972) 364-8378 www.allprogroup.com</p>	<p>PROJECT NO: 041830A</p>	<p>T-Mobile DUKE BRIDGES CAMPUS 7888 WARREN PARKWAY FRISCO, TX 75034 OFFICE: (972) 464-3510</p>
		<p>DRAWN BY: CEC</p> <p>CHECKED BY: JAG</p>	
<p>SHEET TITLE OVERALL SITE PLAN</p>	<p>DALISSA SPRING CREEK TMA 12/2 CO-LO ASB 1/24/08 1/24/08</p>	<p>DATE: 1/24/08</p>	<p>PROJECT NO: 041830A</p>
<p>SHEET NUMBER C-2</p>	<p>NOT VALID WITHOUT P.E. SIGNATURE</p>	<p>DATE: 1/24/08</p>	<p>PROJECT NO: 041830A</p>



- (1) 10' TALL TRANSMISSION MAST/POLE WITH 10' x 10' BASE
- (2) PANEL ANTENNAS
- (3) ACTIVE ANTENNAS PER SECTOR
- SECTOR A: 10' x 10' RAD CENTER
- SECTOR B: 10' x 10' RAD CENTER
- SECTOR C: 10' x 10' RAD CENTER

ANALYSIS AND DESIGN OF TOWER AND FOUNDATION BY OTHERS. NO ERECTION OR MODIFICATION OF TOWER AND FOUNDATION SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

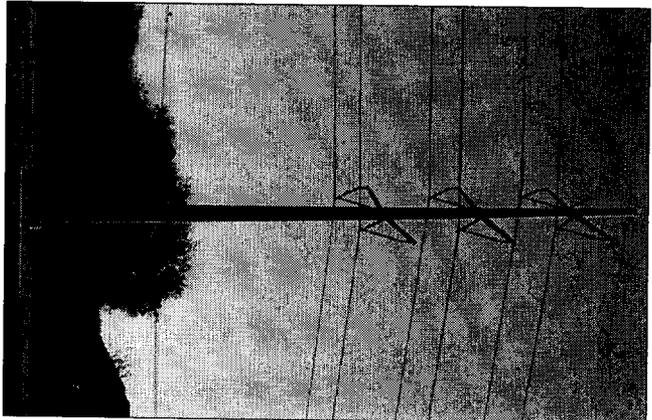
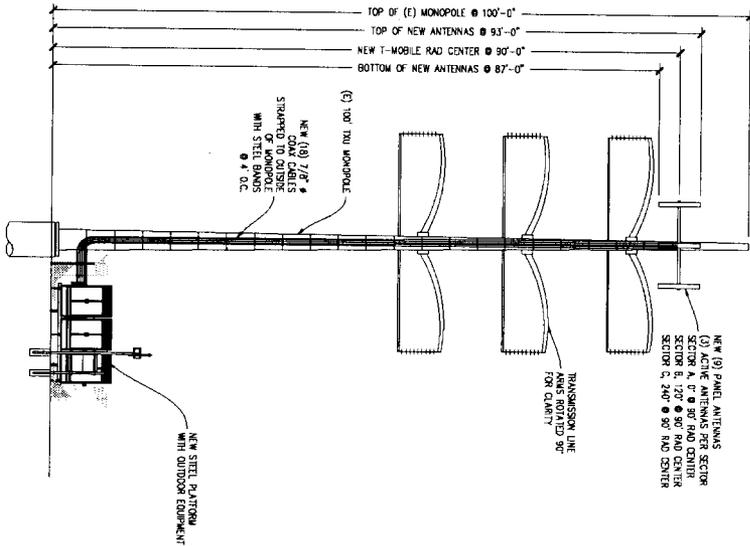
NOTE:
 1- WARE TO PROVIDE ALL TOWER STEEL & ANTENNA MOUNTS & RELATED HARDWARE



<p>PROJECT NO: DA1890A</p> <p>DRAWN BY: CEC</p> <p>CHECKED BY: JMC</p> <p>DATE: 01/27/06</p>	<p>ALLPRO</p> <p>CONSULTING GROUP, INC.</p> <p>8221 Lyndon B. Johnson Fwy, Suite 204 Dallas, TX 75248 Phone: (972) 221-8888 Fax: (972) 264-8376 www.allproci.com</p>	<p>T-Mobile</p> <p>DUKE BRIDGES CAMPUS 7868 WARREN PARKWAY FRISCO, TX 75034 OFFICE: (972) 464-3510</p>	<p>RELINQUISH NOT FOR CONSTRUCTION</p>	<p>SHEET NUMBER</p> <p>C-3</p>
<p>OVERALL SITE PLAN</p>		<p>DA1890A SPRING CREEK TOWER 12/27 CO-LO 1728 COTTON DRIVE PLANO, TEXAS 75075</p>		<p>NOT VALID WITHOUT P.E. STAMP & SIGNATURE</p>

4.5

ANALYSIS AND DESIGN OF TOWER AND FOUNDATION BY OTHERS REFER TO APPROPRIATE SHEETS FOR THE TOWER AND FOUNDATION SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



- NOTES:
- 1) THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE DETERMINED BY THE PROJECT MANAGER (WHEN APPLICABLE).
 - 2) CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH T-MOBILE PCS PM.
 - 3) CONTRACTOR SHALL VERIFY HEIGHT AND DIRECTION OF ANTENNA WITH T-MOBILE PROJECT MANAGER (WHEN APPLICABLE).
 - 4) ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

ELEVATION
LOOKING NORTH

COAX CABLE IDENTIFICATION

CONTRACTOR MUST PROVIDE EASY IDENTIFICATION AND LABELING OF ANTENNA CABLES PER THE FOLLOWING INSTRUCTIONS:

1. LOCATION: MARKINGS SHALL BE MADE USING COLOR TAPE W/ 3" OF COVERAGE MARKED AT THREE PLACES ON THE COAX CABLE RUN AS FOLLOWS:

- FIRST - ON THE COAX AT THE CONNECTOR NEAREST THE ANTENNA (WHERE THE COAX AND DUMPER ARE CONNECTED)
- SECOND - AT THE BASE OF THE TOWER STRUCTURE. (FOR TOWERS ONLY.)
- THIRD - AT A POINT OUTSIDE THE B.T.S. (LAST PRIOR TO MOP)

2. SECTOR IDENTIFICATION: NORMALLY A SITE WILL HAVE UP TO THREE SECTORS. SECTORS SHALL BE DESIGNATED IN CLOCKWISE MANNER. THE ALPHA SECTOR IS IN DEGREE ZERO DEGREES (NORTH) THE BETA AND GAMMA FOLLOW IN COUNTERWISE IN SEQUENCE.

ALPHA SECTOR - RED
BETA SECTOR - BLUE
GAMMA SECTOR - WHITE
SEE SHEET C-5

3. OWN IDENTIFICATION: FOR OWN SITES, WHICH NORMALLY CONSIST OF THREE ANTENNA, IT IS SUGGESTED THE IDENTIFICATION OF THE OBSERVER ALSO BE THAT OF LOOKING IN A NORTHERLY DIRECTION.

COAX CABLE IDENTIFICATION CHART

CABLE SIZE	INDUSTRY TYPE	MANUFACTURER	MINIMUM RADIUS	MINIMUM SPACING	MAXIMUM SPACING	TOTAL LENGTH	LOSS PER 100' FEET	TOTAL LOSS
1/2"	URF-50A	5"	208708-1	1/2"	4'-0"	3'-0"	1.9	2.08 dB
7/8"	URF-50A	10"	208708-2	1/2"	4'-0"	3'-0"	1.9	2.08 dB
1-5/8"	URF-50A	20"	208708-4	1/2"	4'-0"	3'-0"	1.9	2.08 dB
1-1/2"	FS4-50B	1-1/4"	208728-1	1/2"	4'-0"	3'-0"	1.9	2.08 dB

NOTE: PM/RF ENGINEERS TO VERIFY

COAXIAL CABLE TABLE

SECTOR	AZIMUTH	CABLE LENGTH	SIZE	LOSS/100'	TOTAL LOSS
A	0°	7/8"	1.9	1.9	2.08 dB
B	120°	110"	7/8"	1.9	2.08 dB
C	240°	110"	7/8"	1.9	2.08 dB

2. RUNS PER ANTENNA CURRENTLY 2 RUNS TO THE (18 RUNS TOTAL W/ RUNS) TOTAL COAX LENGTH: 1800'

COAX SPECIFICATION TABLE

ALLPRO
CONSULTING GROUP, INC.
8021 Lyndon B. Johnson Fwy, Suite 204
Dallas, TX 75243
Phone: (972) 251-8888
Fax: (972) 384-8276
www.allproci.com

T-Mobile

DUKE BRIDGES CAMPUS
7888 WARREN PARKWAY
FRISCO, TX 75034
OFFICE: (972) 464-3510

PROJECT NO: DA180A
DRAWN BY: GEC
CHECKED BY: JMG
DATE: 07/27/05
DATE EXHIBIT: 07/27/05

DA180A
SPRING CREEK
TMO 1272 CO-LO
438 LONDAK DRIVE
FRISCO, TEXAS 75033

SHEET TITLE: ELEVATION & ANTENNA DETAILS
SHEET NUMBER: C-4

4-6



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	11/12/2007	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer Utility Services		Initials	Date
Department Head	Mark Israelson	Executive Director	<i>[Signature]</i>	9-28-07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	9/28/07
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 COMMUNICATIONS FACILITIES LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND T-MOBILE TEXAS, L.P. BY T-MOBILE WEST CORPORATION, A DELAWARE CORPORATION, TO LOCATE, PLACE, ATTACH, INSTALL, AND OPERATE, TELECOMMUNICATIONS GROUND EQUIPMENT IN CERTAIN SPECIFIC PORTIONS OF CITY OF PLANO PUBLIC PARK LAND, KNOWN AS THE PRESTON MEADOW PARK SITE, 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: 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	6,600	6,798	13,398
BALANCE	0	6,600	6,798	13,398
FUND(S): GENERAL				
COMMENTS: Revenue from this agreement will result in \$6,600 with a 3% anticipated increase per year. The total amount to be received by the City of Plano from T-Mobile will be \$6,600.				
STRATEGIC PLAN GOAL: This agreement for use of land relates to the City's goal of "Service Excellence."				
SUMMARY OF ITEM				
This Resolution approves a Communications Facilities License Agreement with T-Mobile Texas, L.P., by T-Mobile West Corporation, a Delaware Corporation, for communications facilities in City of Plano public park land known as the Preston Meadow site.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A COMMUNICATIONS FACILITIES LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND T-MOBILE TEXAS, L.P. BY T-MOBILE WEST CORPORATION, A DELAWARE CORPORATION, TO LOCATE, PLACE, ATTACH, INSTALL, AND OPERATE, TELECOMMUNICATIONS GROUND EQUIPMENT IN CERTAIN SPECIFIC PORTIONS OF CITY OF PLANO PUBLIC PARK LAND, KNOWN AS THE PRESTON MEADOW PARK SITE, 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 Communications Facilities License Agreement by and between the City of Plano, Texas and T-Mobile Texas, L.P., by T-Mobile West Corporation, a Delaware Corporation (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

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

PAT EVANS, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS	§	
	§	COMMUNICATIONS FACILITIES
COUNTY OF COLLIN	§	LICENSE

KNOW ALL BY THESE PRESENTS:

This non-exclusive License for Communications Facilities ("Agreement") is made by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter referred to as the "CITY") and **T-MOBILE TEXAS, LP.**, a Delaware Limited Partnership, (hereinafter referred to as "LICENSEE"), for the use of certain premises and/or facilities according to the following terms and conditions:

WITNESSETH:

WHEREAS, CITY desires to provide LICENSEE with facilities for housing and operating certain communications equipment, including the installation of antennas or antenna systems and the space required to run cable between the equipment and the antenna or antenna systems; and

WHEREAS, LICENSEE is a communications services company duly authorized to provide certain telecommunications services and desires to lease certain property owned by CITY for installation and operation of IMPROVEMENTS, as defined herein, to operate a communications facility and all related purposes; and

WHEREAS, CITY owns the premises and facilities described below and desires to allow LICENSEE to enter and utilize designated areas of the facilities and premises.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Location

1.1 The premises and facilities (hereinafter referred to as the "PREMISES") provided by CITY are described in the SITE PLAN attached hereto and incorporated herein as **Appendix "A"**. Included upon the PREMISES shall be an existing transmission tower (the "Tower"), LICENSEE's Equipment Compound, the Antenna Facilities, as defined herein, and the cabling run between the Antenna Facilities and the Equipment Compound (hereinafter

5-4

referred to as "IMPROVEMENTS"). As a part of the SITE PLAN, LICENSEE shall provide to CITY a map that identifies all of LICENSEE's cell sites within the City of Plano and within a one-mile radius of the boundaries of the City of Plano. As used herein, the term "Equipment Compound" means all equipment, shelters and similar structures located on the PREMISES and identified on **Appendix "A"**. The license authorized under the terms of this Agreement shall be a license for the use of that portion of the PREMISES designated for use by LICENSEE on the SITE PLAN.

1.2 Site Plan. The SITE PLAN must be approved by CITY prior to the execution of this Agreement, CITY shall complete review of the SITE PLAN within 90 days of its submittal by LICENSEE. The SITE PLAN shall describe and illustrate the location of the IMPROVEMENTS under this Agreement. The SITE PLAN shall include a scale drawing and inventory analysis of the proposed installations, as well as an elevation of the PREMISES with the proposed installations. Performance under this Agreement shall be in strict compliance with the SITE PLAN. If LICENSEE's installation, maintenance and operation of the IMPROVEMENTS fail to comply with the approved SITE PLAN, at any time, as reasonably determined by CITY, then CITY shall have the right to terminate this Agreement upon notice to LICENSEE, who has an opportunity to cure as provided under Section 5 herein. Any proposed material modifications to LICENSEE's SITE PLAN must be approved in writing by CITY before LICENSEE may make any changes to its SITE PLAN as originally approved by CITY.

1.3 LICENSEE has inspected, examined and investigated the status of the title and condition of the PREMISES to the extent that LICENSEE has deemed necessary, and LICENSEE understands, acknowledges and agrees that it is entering into this Agreement to acquire a leasehold interest in the PREMISES "AS IS" in reliance solely upon the results of any inspection, examination and investigation of the status of title and condition of the PREMISES that LICENSEE has conducted and not as a result of any representation, warranty, assurance, guaranty or promise of CITY or any person purporting to act on behalf of CITY, other than those which may be expressly set forth in this Agreement.

1.4 LICENSEE UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY AGENT, EMPLOYEE OR OTHER PERSON ACTING ON BEHALF OF THE CITY, HAS MADE ANY, AND THE CITY EXPRESSLY DISCLAIMS EVERY, REPRESENTATION, WARRANTY (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY), ASSURANCE, GUARANTY OR PROMISE, EXPRESS OR IMPLIED, CONCERNING THE STATUS OF THE TITLE OR CONDITION OF THE PREMISES WHICH ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT AND THAT NO AGENT OR EMPLOYEE OF THE CITY OR OTHER PERSON HAS ANY AUTHORITY TO MAKE OR DELIVER ANY

REPRESENTATION, WARRANTY, ASSURANCE, GUARANTY OR PROMISE WHICH IS NOT SET FORTH IN THIS AGREEMENT.**2. Use of Premises**

2.1 Permitted Use. CITY agrees to allow installment of LICENSEE's IMPROVEMENTS, in accordance with the terms of this Agreement. LICENSEE's use shall be non-exclusive and shall be for the purpose of the installation, operation, and maintenance of its IMPROVEMENTS, for the transmission, reception, and operation of a communications facility and all related purposes thereto. LICENSEE shall obtain the written approval of the City prior to installation of any IMPROVEMENTS on the PREMISES, which approval shall not be unreasonably withheld, conditioned or delayed. LICENSEE understands, acknowledges and agrees that the use of the PREMISES by LICENSEE in conjunction with the terms of this Agreement is to be for the installation, operation and maintenance of communications equipment, in strict compliance with the Agreement and the attached SITE PLAN. LICENSEE shall not use the PREMISES for any other purpose whatsoever, including the storage or placement of debris, storage of replacement IMPROVEMENTS, or any other item, without first obtaining the prior written consent of CITY, which may be given or withheld for any reason or for no reason, in the CITY'S sole, absolute and unrestricted discretion.

2.2 Prohibited Use. LICENSEE shall not use the PREMISES in any manner that constitutes waste or nuisance, or that violates any applicable law, ordinance or governmental regulation in any respect. LICENSEE shall neither do nor permit to be done anything that would violate any certificate of occupancy applicable to the PREMISES or would render void or uncollectible any insurance then in force with respect to the PREMISES, or that would in any way increase the premiums payable by CITY for fire, liability or any other insurance coverage on the PREMISES or the contents of any improvements thereon.

2.3 Subletting of Use Premises or Improvements. LICENSEE may not sublet to or license others to use the PREMISES or LICENSEE's IMPROVEMENTS without the prior written consent of CITY. Any such attempt by LICENSEE shall be without effect and may at CITY's option result in the termination of this Agreement.

2.4 Maintenance, Repair or Replacement of Improvements. LICENSEE may update, maintain, repair, or replace the IMPROVEMENTS located upon the PREMISES from time to time without CITY's approval, provided that the total of all IMPROVEMENTS do not require more space than the existing IMPROVEMENTS. Any change in the location of improvements on the PREMISES must be satisfactory to CITY, such approval not to be unreasonably withheld, conditioned or delayed. LICENSEE shall submit to CITY for approval,

a detailed proposal for any substantial replacement of IMPROVEMENTS and any supplemental materials for CITY's evaluation and written approval, such approval not to be unreasonably withheld, conditioned or delayed. As used herein, substantial replacement shall mean any replacement that (i) involves the parking of a "semi" truck on the premises, or (ii) involves a material change-out or alteration of Licensee's equipment. Notwithstanding the foregoing and any other provision herein to the contrary and further notwithstanding the frequencies set forth elsewhere herein, Licensee shall have the right, at any time during the term of this Agreement as the same might be extended, to change or add additional frequencies without the consent of CITY; provided, however that Licensee shall provide CITY with advance written notice of any such change or addition and provided further that Licensee agrees to comply with the terms and provisions of Section 9 herein with respect to interference in connection with such change or addition of frequencies. A current and accurate SITE PLAN must be submitted to CITY by LICENSEE and maintained on file with CITY for the entire term of this Agreement and all renewals thereof.

3. Term

3.1 This Agreement shall be for an initial term of five (5) years, commencing on the Effective Date. The Effective Date shall be the date LICENSEE executes this Agreement.

3.2 LICENSEE is granted the option to renew this license for four (4) additional five (5) year terms, after the initial term expires. Unless LICENSEE gives written notice of its decision not to exercise the renewal option within 90 days prior to the expiration of the current term or period, this Agreement will automatically renew for each said renewal term as long as LICENSEE remains in full compliance with all other provisions of this Agreement. All the terms and covenants of this Agreement apply to all extension periods, subject to amendment by the mutual agreement of the Parties, in writing and signed by both Parties. If LICENSEE continues to possess the PREMISES following the expiration of all of the extension periods provided herein, and this Agreement has not been renewed or superseded, this Agreement (1) shall be deemed to be a holdover tenancy at will but shall not itself constitute a renewal or extension of any term, (2) shall continue from month to month under the terms and conditions set forth herein and (3) may be terminated by either party upon at least thirty (30) days written notice to the other party. All the terms and covenants of this Agreement apply to all holdover tenancy periods.

4. Payment Terms and Conditions

4.1 **Rent Payment.** In consideration for providing the PREMISES for use by LICENSEE, the LICENSEE shall pay rent to CITY annually, with the first payment being due within thirty (30) days following the Effective Date of this

Agreement. Thereafter payment shall be due annually on the anniversary of the Effective Date throughout the initial term and all renewal terms hereof and prorated for any partial term. LICENSEE shall pay rent to CITY annually in advance, without prior notice or demand, without any abatement, setoff, reduction, deduction, counterclaim or recoupment whatsoever, in the amount of Six Thousand and Six Hundred No/100 Dollars (\$6,600.00) per annum per site for the term of this Agreement ("**Rent Payment**"). Interest on late payments shall accrue at the then prime interest rate. If this Agreement is terminated at a time other than the last day of the calendar year of the term for any reason other than a default by LICENSEE, all Rent Payments shall be prorated as of the date of termination and all prepaid Rent Payments shall be refunded to LICENSEE.

4.2 Rent Adjustment. The Rent Payment shall be increased by three percent (3%) at the beginning of each Lease Year (as herein defined) following the first Lease Year of the Lease Term or the first Lease Year. For purposes of this Lease Agreement, the term "**Lease Year**" shall mean the twelve-month period which commences on the first day of the calendar month in which the Effective Date occurs (if the Effective Date occurs on the first day of a calendar month) or on the first day of the calendar month following the calendar month in which the Effective Date occurs (if the Effective Date occurs on a day other than the first day of a calendar month). The dollar increase in the Rent Payment shall be determined by multiplying the Rent Payment (as previously adjusted) payable during the preceding Lease Year by three percent (3%). The sum of the dollar increase required by this multiplication plus the Rent Payment (as previously adjusted) payable for and on account of the preceding Lease Year (i.e., one hundred three percent (103%) of the prior Lease Year's Rent shall be the Rent Payment for the Lease Year of the adjustment.

4.3 Holdover Rent. The Rent Payment, as defined in Subsection (a) above, due during any holdover period shall be equal to one hundred fifty percent (150%) of the Rent Payment due during the immediately preceding Initial term or any renewal term.

4.4 Additional Fees. CITY may assess, in addition to the Rent Payment, additional payments by LICENSEE to cover CITY's additional costs ("**Additional Fees**"), which include but are not limited to: (i) costs of utilities associated with the day-to-day operation and maintenance of the Premises; (ii) costs incurred by CITY for providing access to the Premises outside of normal business hours; and (iii) applicable taxes, including property taxes, or business taxes levied on the PREMISES. CITY shall notify LICENSEE of amounts due in Additional Fees in writing, and LICENSEE shall pay Additional Fees simultaneously with the next monthly Rent Payment due on the Premises, or, if notice of Additional Fees occurs within ten (10) days of the due date of the next monthly Rent Payment, simultaneous with the Rent Payment due for the next month. The foregoing shall be subject to the provisions of Section 16 herein.

4.5 Payment Address. Rent Payments and Additional Fees shall be made payable to City of Plano, C/O Mark Israelson, Customer & Utility Services Department, PO Box 860277, Plano, Texas 75086.

4.6 Lawful Currency. Rent Payments and Additional Fees shall be made according to paragraph 4.1 above in lawful money of the United States of America without any abatement, setoff, reduction, deduction, counterclaim or other recoupment whatsoever. Rent Payments shall be free and clear of any business license tax or fee which is measured upon the size of the PREMISES. In no event will LICENSEE be obligated to pay any general income taxes measured upon the income of the City. In the event any federal, state, county, municipal or other governmental authority hereafter imposes or levies any such business license tax or fee, LICENSEE shall pay to CITY an amount equal to any and all amounts so imposed or levied as a component of Additional Fees. This Section does not preclude the assessment of lawful fees pursuant to a franchise or other agreement that the City may have with Licensee or its parent or any subsidiary or affiliate.

4.7 Dishonored Checks. Any dishonored check shall incur a service charge of ten percent (10%) of its face amount. Subsequent to the first dishonored check received by CITY for any payment, all subsequent payments, including Rent Payments and Additional Fees, shall be made by cashier's check.

5. Termination

5.1 Termination by CITY. Upon the occurrence of any one or more of the events listed below (hereinafter referred to as "Event of Default"), or as provided elsewhere in this Agreement, CITY may, without penalty, at its option and without prejudice to any other remedy to which it may be entitled at law or equity, or otherwise under this Agreement, terminate use or occupancy under this Agreement at any time, either in whole or in part, by giving at least sixty (60) days prior written notice thereof to LICENSEE with the understanding that all use of the PREMISES being terminated shall cease upon the date specified on such notice. LICENSEE shall equitably compensate CITY in accordance with the terms of this Agreement for the use of the PREMISES prior to the date specified in such notice, following inspection and acceptance of same by CITY. LICENSEE shall not, however, be entitled to any damages, including but not limited to, lost or anticipated profits should CITY choose to exercise its option to terminate.

5.2 Event of Default. Any of the following occurrences, conditions, or acts shall be deemed an "Event of Default" under this Agreement:

(a) if LICENSEE fails to pay amounts due under this Agreement within fifteen (15) days of receipt of written notice that such payments are overdue;

(b) if either party fails to observe or perform its obligations under this Agreement other than as provided in Section 5.2(a) above and does not cure such failure within thirty (30) days from the party's receipt of written notice of breach or such longer period as may be mutually reasonably agreed upon by the Parties to complete a cure commenced within the 30 day period.

5.3 Termination by LICENSEE. This Agreement may be terminated by LICENSEE, without penalty or further liability, as follows:

(a) upon written notice, if LICENSEE is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by LICENSEE; or if LICENSEE determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(b) on one hundred eighty (180) days written notice for any reason, other than 5.2(a) or (b) above, so long as LICENSEE pays CITY a termination fee equal to the rent remaining in the current term.

5.4 Notice and Opportunity to Cure. Upon the occurrence of an Event of Default, CITY shall deliver to LICENSEE a Notice of Intent to Terminate that identifies in detail the Event of Default. If the Event of Default remains uncured for thirty (30) calendar days after delivery of such notice, CITY may terminate this Agreement and the license granted herein by delivering to the LICENSEE a Notice of Termination that identifies the effective date of the termination, which date shall not be less than sixty (60) days after the date of delivery of the Notice of Intent to Terminate; provided, however, that the time periods for notice of termination specified in this Section shall not apply to a default pursuant to Section 5.2(b).

5.5 Primary Function of PREMISES. The parties understand and agree that the primary function of the PREMISES is to serve as a public park for the City of Plano and that the interests of LICENSEE are superseded by the public health, safety, and welfare of the citizens of Plano served by the public park. In the event that the Plano City Council or the Plano City Manager declares a public emergency or if there exists a threat to the public park facilities that would detrimentally impact public health, safety and welfare such that immediate action is necessary, LICENSEE shall, within thirty (30) days following

receipt of written notice of such emergency and need to relocate and/or remove its IMPROVEMENTS from the PREMISES. In the event that LICENSEE is not able to timely respond, CITY may remove LICENSEE's IMPROVEMENTS without incurring any liability for damages of any type. Costs of removal and reattachment of IMPROVEMENTS shall be borne by LICENSEE.

5.6 Removal of Improvements. If LICENSEE's IMPROVEMENTS must be removed, whether or not such removal is done pursuant to Section 5.5 above, LICENSEE shall have the right to set up a portable mounted antenna, a cell on wheels (COW), and/or some other similar temporary structure approved by CITY, such approval not to be unreasonably withheld, conditioned or delayed, on CITY premises to allow LICENSEE to continue to provide communications services and all related purposes. LICENSEE may maintain its COW for a period of thirty (30) days past the date of removal of IMPROVEMENTS. To maintain the temporary antenna, COW, or other temporary structure for a period in excess of thirty (30) days, LICENSEE must obtain written approval from CITY, such approval not to be unreasonably withheld, conditioned or delayed. If the PREMISES are not in such condition as to be utilized by LICENSEE at the end of the initial thirty (30) day period, CITY shall provide as many additional thirty (30) day extensions for such temporary structures as are necessary to allow LICENSEE to continue its operations as authorized by this Agreement.

6. City's Right of Entry Onto Premises

6.1 CITY and CITY's agents, employees or contractors may enter upon the PREMISES, except LICENSEE's secured areas, for the purpose of performing repairs and maintenance work to the PREMISES. If maintenance work is required, CITY agrees to provide LICENSEE with reasonable notice prior to commencing such work to allow LICENSEE to remove the affected IMPROVEMENTS. Decisions as to the extent to which LICENSEE will be required to remove such IMPROVEMENTS shall be within the reasonable discretion of CITY. If, however, in the reasonable discretion of CITY, repair or maintenance requires immediate action on the part of CITY, CITY will take reasonable efforts to notify LICENSEE, but may enter the PREMISES, except LICENSEE's secured areas, and take such action as is required, except any action to remove any or all IMPROVEMENTS made by LICENSEE. In no event shall CITY be liable for any expenses associated with LICENSEE's removal of IMPROVEMENTS or for lost or anticipated profits. LICENSEE, at its expense and exclusive use, may use any and all reasonable and appropriate means of restricting access to the LICENSEE's equipment shelter, as identified in the SITE PLAN.

7. Access

7.1 LICENSEE shall have the non-exclusive right to access the aforementioned PREMISES at any time, by contacting and providing notice to CITY. LICENSEE must be accompanied by CITY personnel at all times when accessing the PREMISES. If CITY is contacted by LICENSEE after the normal business hours of CITY for the purpose of accessing the aforementioned location, LICENSEE agrees to reimburse CITY for the actual cost of any CITY staff involvement necessary for this access.

7.2 LICENSEE's right of access is a contractual right for the benefit of LICENSEE only and nothing contained in this Agreement shall be construed to constitute a dedication or an easement. However, in the event this Agreement is assigned in accordance and in compliance with Section 22.9 herein, such right of access shall inure to the benefit of LICENSEE's assignee.

8. Damages to Property

8.1 **Damage and Restoration of Property.** LICENSEE shall immediately notify CITY of any and all damages resulting from, arising out of, or caused to, the PREMISES and CITY property surrounding the PREMISES, including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems or landscaping by LICENSEE's operations, by LICENSEE, its officers, agents, employees and invitees. LICENSEE shall be solely responsible for the costs and the repair of all such damages and such repairs and/or replacements shall be completed within thirty (30) calendar days and shall be completed in a manner reasonably acceptable to CITY.

8.2 **Failure to Restore Property.** If LICENSEE does not make or perform any required maintenance or repairs to the PREMISES within the time period provided in Section 8.1, CITY shall have the right, but not the obligation, to make such repairs and to perform such maintenance, in which event LICENSEE shall pay CITY the cost thereof, plus an administrative fee of ten percent (10%) of the cost of the repairs, within thirty (30) calendar days of demand. Within thirty (30) days following the expiration or earlier termination of this Agreement, LICENSEE shall restore the PREMISES to the condition in which the PREMISES existed on the Effective Date of this Agreement, ordinary wear and tear and loss due to other casualty beyond LICENSEE's control excepted.

9. Electrical, Radio and Intermodulation Interference

9.1 LICENSEE shall operate its IMPROVEMENTS in a manner that will not cause radio frequency interference to the CITY or other licensees of the SITE in their use of any equipment or their conduct of any activity on the SITE pursuant to agreements which pre-date the installation and operation of

LICENSEE's IMPROVEMENTS. LICENSEE's installation and operation of the IMPROVEMENTS shall be in compliance with all FCC requirements.

9.2 Prior to installation of any IMPROVEMENTS on the PREMISES, LICENSEE shall conduct bandwidth testing of its IMPROVEMENTS and CITY equipment to check bandwidth conflict between CITY's monitoring control system and LICENSEE's system. If such conflict occurs, LICENSEE shall take all steps necessary to resolve the conflict to the reasonable satisfaction of CITY. If the conflict cannot be remedied to the reasonable satisfaction of CITY, CITY may terminate this Agreement upon thirty (30) days written notice to LICENSEE.

9.3 LICENSEE shall not cause electrical, radio or intermodulation interference to CITY or to any other licensee who is using the PREMISES prior to or at the time of LICENSEE's installation of its IMPROVEMENTS. Should such interference occur, LICENSEE will promptly take all steps necessary to correct such interference within ten (10) days notice of the problem and, if such interference cannot be eliminated within thirty (30) days of such notice, LICENSEE shall suspend operations (transmissions) at the site, except for brief periods for testing, while such interference problems are studied and a means to eliminate the problem is determined. Any such method for correction of an interference problem must be reasonably acceptable to both CITY and LICENSEE. If the interference complained of cannot be eliminated after ninety (90) additional days, despite its good faith efforts, LICENSEE will remove the equipment which caused the interference from the PREMISES, or at its option, terminate this Agreement.

9.4 LICENSEE shall not cause electrical, radio or intermodulation interference to CITY at anytime during or after installation or operation of LICENSEE's IMPROVEMENTS. Moreover, LICENSEE's use will not in any material way adversely affect or interfere with CITY's signal operation or its communication system. Should such interference occur, LICENSEE will promptly take all steps necessary to correct such interference within ten (10) days notice of the problem and, if such interference cannot be eliminated within thirty (30) days of such notice, LICENSEE shall suspend operations (transmissions) at the site, except for brief periods for testing, while the interference problems are studied and a means to eliminate the problem is found. Any such method for correction of an interference problem must be reasonably acceptable to both CITY and LICENSEE. If the interference complained of cannot be eliminated after ninety (90) additional days, despite its good faith efforts, LICENSEE will remove the equipment which caused the interference from the PREMISES, or at its option, terminate this Agreement.

9.5 CITY will not grant a license to any other party for the use of CITY's PREMISES without including in that license a provision stating that the party's use will not in any way adversely affect or interfere with LICENSEE's signal

operation or its communication system. Such provision shall be similar to the provisions required of LICENSEE herein. Furthermore, license agreements with third parties will state that prior to installation of improvements, such third parties shall be required to conduct bandwidth testing of its equipment and the equipment of LICENSEE to check bandwidth conflict between third-party equipment and LICENSEE's equipment. If such conflict occurs, CITY shall take all steps necessary to resolve the conflict caused by such third-party to the reasonable satisfaction of LICENSEE. If the conflict cannot be remedied to the reasonable satisfaction of LICENSEE, CITY shall terminate such third-party's license upon thirty (30) days written notice to such third-party. LICENSEE shall have the right to terminate this Agreement upon ten (10) days written notice to CITY if another user of the PREMISES causes interference with LICENSEE's operations, and such interference is not corrected within thirty (30) days following the notice to such third party user causing the interference. In the event that LICENSEE experiences interference caused by a third-party licensee, LICENSEE agrees that it shall seek recourse solely from such third party. No compensation shall be due from CITY for damages, including, but not limited to, lost or anticipated profits.

9.6 LICENSEE shall have the sole burden of, and be responsible for all costs associated with, alleging and proving that another user of the PREMISES is causing significant interference. CITY shall not be responsible for the costs associated with the resolution of any dispute between users of the PREMISES, but shall be responsible for the enforcement of any of LICENSEE's rights provided by Section 9.5 of this Agreement.

9.7 Upon report to LICENSEE, and all other third parties with communications equipment on that CITY-owned property, of interference with any CITY-owned/operated radio emergency system, LICENSEE shall, within six (6) hours after such notification, perform an assessment of the source of the interference. In the event such interference results from LICENSEE's operations, LICENSEE agrees, within twelve (12) hours of first notification, to propose a plan of action to eliminate such interference. CITY and LICENSEE agree to provide a technician or other qualified representative to assist in testing, formulating and coordination of a plan for resolution.

9.8 If such interference results from LICENSEE's operations, LICENSEE must correct such interference within twenty-four (24) hours of CITY's original notification to LICENSEE or shall discontinue all use of LICENSEE's IMPROVEMENTS upon the PREMISES. LICENSEE's IMPROVEMENTS cannot be reactivated until LICENSEE can demonstrate that the cause of such interference has been eliminated.

9.9 Each party agrees to provide the other with a telephone number through which that party can contact a representative of the other on a 24-hour

5-14

per day, 7 days a week basis for the purpose of implementing the requirements of this paragraph.

10. Condition of Premises

10.1 CITY shall maintain the PREMISES in compliance with all applicable statutes, ordinances, regulations and rules required for CITY uses of the PREMISES and surrounding property, and in a manner which will not interfere with LICENSEE's reasonable use of the PREMISES. Upon expiration, cancellation, or termination of this Agreement, LICENSEE will have the right to remove its IMPROVEMENTS from the PREMISES at LICENSEE's cost and expense. Title to all remaining improvements shall belong to CITY. However, upon vacation of the PREMISES, LICENSEE shall surrender the PREMISES in substantially the same condition as received, except for ordinary wear and tear and loss due to other casualty beyond LICENSEE's control, as determined by CITY. If, as determined by CITY, the PREMISES are not surrendered in satisfactory condition, the LICENSEE shall pay CITY within thirty (30) business days of demand an amount equal to the actual cost to restore the PREMISES to substantially the same condition as received plus an administrative fee of ten percent (10%) of the restoration costs..

10.2 LICENSEE shall have sole responsibility for the maintenance, repair, and security of its IMPROVEMENTS, and shall keep same in good repair and condition during the term and all renewals and holdover tenancies of this Agreement.

10.3 Landscaping. LICENSEE will be required to provide a "landscape buffer" around the perimeter of the of the ground lease area. The planting material to be use will be Elderica Pine with a minimum separation of ten feet. It is understood that the LICENSEE will be required to maintain the "landscape buffer," including affected turf, throughout the term of the Agreement. LICENSEE will not be responsible for installing and maintaining an automatic underground irrigation system in order to maintain the ground lease area. LICENSEE agrees to replace any landscaping that dies during the term of the Agreement.

10.4 LICENSEE shall keep the PREMISES free of debris and anything reasonably determined to be of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference.

10.5 In the event CITY or any other licensee undertakes painting, construction, or other alterations on the PREMISES, LICENSEE shall take reasonable measures at LICENSEE's cost to cover all of LICENSEE's IMPROVEMENTS and protect such from paint and debris fallout which may occur during the painting, construction, or alteration process. CITY shall not be

responsible for any damages or costs incurred by LICENSEE due to the actions or omissions of any third-party licensees upon the PREMISES. CITY shall provide thirty (30) business days written notice to all licensees upon the PREMISES prior to CITY undertaking such painting, construction, or other alterations.

10.6 By taking possession of the PREMISES, LICENSEE accepts the PREMISES in the condition existing as of the Effective Date. CITY makes no representation or warranty with respect to the condition of the PREMISES and CITY shall not be liable for any latent or patent defect in the PREMISES. CITY agrees to notify LICENSEE of the existence of any latent defects of which the CITY has knowledge.

11. Construction, Installation and Operation

11.1 **Construction, Installation and Operation.** LICENSEE may, at its sole cost and expense, construct, install, operate, maintain, monitor, reconfigure and repair its IMPROVEMENTS. Not less than thirty (30) days prior to the date on which LICENSEE intends to commence construction of its IMPROVEMENTS, LICENSEE shall provide to the CITY for its approval, such approval not to be unreasonably withheld, conditioned or delayed, a proposal containing: (i) a written notice and plan describing in reasonable detail, the steps necessary to complete LICENSEE's construction and installation; (ii) a list and description of all IMPROVEMENTS to be installed on the PREMISES; (iii) a list of all contractors, subcontractors and other entities that will perform LICENSEE's construction and installation work; and (iv) copies, certificates or other proof that LICENSEE or LICENSEE's contractors and subcontractors have obtained all necessary permits and licenses for the performance of LICENSEE's work. CITY's failure to respond in writing to LICENSEE's proposal within twenty (20) days of CITY's receipt of the proposal shall constitute CITY's rejection of the proposal, and LICENSEE shall not commence LICENSEE's work. CITY's grant of approval under this Section shall not be construed as an assumption of liability or indemnification; nor shall such approval replace or constitute any approval that LICENSEE is required to obtain from any duly authorized local authorities for any construction, installation or other element of LICENSEE's work.

11.2 **Marking and Lighting Requirements.** LICENSEE acknowledges that it shall be responsible for compliance with all tower or building marker and lighting requirements which may be required by the Federal Aviation Administration or the Federal Communication Commission in conjunction with LICENSEE's installation and maintenance of IMPROVEMENTS under this Agreement, as well as any expenses, fees or fines associated with the compliance or the non-compliance of LICENSEE's installation or maintenance of IMPROVEMENTS under this Agreement. If the LICENSEE does not cure a condition of noncompliance within the time-frame allowed by the citing agency,

CITY may thereafter terminate this Agreement upon thirty (30) days written notice to LICENSEE.

11.3 Inspection and Tests. Upon the Effective Date and for the term of this Agreement, LICENSEE shall have reasonable access as provided in Section 7 above to the SITE and PREMISES as are necessary and approved by CITY for the purpose of inspection and planning. LICENSEE shall retain, or shall cause to be retained, at its sole cost and expense, certified and insured structural engineers to perform such an inspection and provide a structural report as to the structural integrity of the PREMISES, its maximum load capacity, and other aspects of the PREMISES, as appropriate. LICENSEE shall provide to CITY a copy of the report. LICENSEE shall not conduct construction, installation, operation, maintenance or repair of IMPROVEMENTS in a manner inconsistent with the structural report.

11.4 Payment, No Mechanics Liens. LICENSEE shall make full and prompt payment of all sums necessary to pay the costs of all installation, repairs and alterations, improvements, changes and other work done by LICENSEE in or to the PREMISES. Title to the IMPROVEMENTS shall be held by LICENSEE. CITY shall not be responsible for or with respect to the performance of LICENSEE's Work. LICENSEE shall pay or cause to be paid all costs associated with LICENSEE's work. LICENSEE shall not suffer or permit to be enforced against any portion of the SITE or PREMISES any (i) mechanic's, materialman's, contractor, subcontractor or other lien or claim arising from or in any way related to LICENSEE's work, or (ii) any other claim, mortgage, security interest, encumbrance, lien or other charge. Within thirty (30) days after recordation of any lien, encumbrance, judgment or similar item which affects the SITE or PREMISES in any way, LICENSEE shall obtain the complete discharge and release thereof at LICENSEE's sole expense or expenditure (without any cost being imposed upon CITY.) However, LICENSEE shall have the right to contest, in good faith, any mechanic's or materialman's lien upon the condition that LICENSEE provides a bond or other form of security reasonably acceptable to CITY in an amount sufficient to hold CITY fully and completely harmless from any and all liability therefor or on account thereof.

11.5 Improvements to Premises; Removal. All IMPROVEMENTS constructed, installed and operated by or on behalf of LICENSEE shall remain LICENSEE's personal property and are not fixtures. LICENSEE shall remove all IMPROVEMENTS at its sole expense within thirty (30) days following the expiration or earlier termination of this Agreement, and LICENSEE shall repair any damage to the PREMISES or SITE caused by such removal and fully restore the PREMISES or SITE to the same condition as existed prior to such damage at its sole cost and expense. LICENSEE shall provide to CITY in writing, by not later than the end of the prescribed thirty (30)-day period, notice that all IMPROVEMENTS have been removed in accordance with this Section. Failure

of LICENSEE to remove any or all IMPROVEMENTS from the PREMISES and SITE within the prescribed thirty (30) days shall be construed as holdover pursuant to this Section, and all obligations and requirements, including payment of Rent Payments, shall continue to apply unless and until LICENSEE removes all IMPROVEMENTS and so notifies CITY.

11.6 Liability for Damage/Outages. LICENSEE shall be solely responsible for any damage caused by LICENSEE, its agents and/or contractors on or to the PREMISES or SITE that causes an interruption or outage in the services, operations or utilities of another licensee, and shall indemnify and hold harmless CITY, Signal Sites, Inc., and all of their respective partners, employees, agents, successors and assigns from all claims or actions for damages, including actual, incidental and consequential damages, brought by another licensee as a result of LICENSEE's, or its employees', contractors', agents', assigns' or licensees', willful, reckless or gross negligence or other conduct.

12. Communication Tower

12.1 This provision shall be implemented only in the instances where LICENSEE will be leasing ground space from the CITY and constructing a suitable support structure ("Communication Tower") upon which LICENSEE will install, operate, maintain, and repair LICENSEE's IMPROVEMENTS.

12.2 The LICENSEE shall have the right to construct a suitable support structure to be structurally capable of supporting up to three (3) wireless communications carriers. Structural design shall be provided to CITY for review and shall be in compliance with approved Site Plan reference para. 1.2. Possession of the Communication Tower remains that of LICENSEE. LICENSEE agrees to receive and reasonably negotiate requests of other wireless communications carriers ("COLLOCATEES"), according to then current Master Lease Agreement ("MLA") between LICENSEE and the COLLOCATEE, if applicable, to collocate their communications equipment at the PREMISES, but LICENSEE retains the sole right of approval for said COLLOCATEES, including but not limited to, type and placement of antennas and ancillary coax cable runs, and will not unreasonably withhold, condition or delay approval of COLLOCATEES. LICENSEE agrees to pay the CITY forty percent (40%) of any compensation received by LICENSEE from all such COLLOCATEES. LICENSEE shall not allow any carrier to use space designated by LICENSEE for LICENSEE's own use. In the event CITY leases ground space to any COLLOCATEE, CITY shall retain one hundred percent (100%) of the rental compensation derived therefrom.

12.3 LICENSEE shall have the right to perform necessary tests including, but not limited to, Radio Frequency tests, and a structural analysis on

518

such Communication Tower. Such costs shall be paid by the COLLOCATEE. A copy of any such structural analysis shall be provided to CITY.

12.4 CITY will provide notice to LICENSEE at least thirty (30) days prior to the commencement of co-location construction. LICENSEE shall not unreasonably withhold or obstruct access to such Communication Tower for the purposes of co-location.

13. Compliance with Laws

13.1 **By LICENSEE** LICENSEE, its employees, agents, designees, contractors, subcontractors, customers, invitees and licensees, shall comply in all respects and at all times with all applicable local, state and federal laws, statutes, ordinances, regulations, rulings, requirements, conditions, orders, licenses, permits, covenants, restrictions, approvals and consents pertaining to LICENSEE's services, LICENSEE's construction, installation and operation work, IMPROVEMENTS and LICENSEE's use of the PREMISES. Without limiting the generality of the preceding sentence, LICENSEE shall fully and timely observe and comply with applicable laws, regulations, policies and requirements concerning health and/or public safety, including standard industry equipment safety regulations (e.g., NEBs, IEEE, Federal Communications Commission ("FCC") and BellCore standards) and shall not use the PREMISES or operate the IMPROVEMENTS in any manner which is inconsistent therewith. LICENSEE shall, at LICENSEE's sole cost and expense, promptly apply for and use its best efforts to obtain and maintain all necessary licenses, permits, approvals and consents required or necessary for the construction and operation of the IMPROVEMENTS. In the event LICENSEE fails to obtain any required license, permit, approval or consent to construct and operate the IMPROVEMENTS, through no fault of LICENSEE, LICENSEE shall have the right to terminate this Agreement in accordance with Section 5 of this Agreement.

13.2 **By CITY.** CITY shall comply in all material respects, and shall exercise commercially reasonable efforts to cause its employees, agents, designees, contractors, subcontractors, customers, invitees and licensees to comply in all material respects with all laws, ordinances, orders, rules and regulations of all governmental or judicial authorities having jurisdiction thereof, whether state, federal or local, relating to CITY's leasehold interest in the SITE.

14. Complaint Resolution

If either LICENSEE or CITY receives a written complaint regarding LICENSEE's operations and such complaint, if reasonably determined by the City to be valid and if the cause of such complaint would cause LICENSEE to be in default of this Agreement, LICENSEE shall respond within twenty-four (24) hours of receipt of such written complaint. LICENSEE shall respond with a

written explanation to each such complaint with detail of its investigation into the incident upon which the complaint was based (the "Incident") and the actions that LICENSEE has taken to resolve the Incident including, when necessary, all future actions LICENSEE will take to fully resolve the Incident or prevent a recurrence of the Incident. If the Incident cannot be resolved to the reasonable satisfaction of the complainant within fifteen (15) days, LICENSEE shall provide a schedule for completion of its plan to resolve or prevent the Incident, such schedule is subject to CITY approval, such approval not to be unreasonably withheld, conditioned or delayed. If future action is necessary, LICENSEE shall include a schedule for completion of its plan to correct or prevent the Incident, such schedule is subject to CITY approval, such approval not to be unreasonably withheld, conditioned or delayed. If CITY must step in and resolve a complaint regarding LICENSEE's operations, LICENSEE shall reimburse CITY for all reasonable expenses incurred. If CITY imposes upon LICENSEE a resolution to an Incident that does not involve a breach of the Agreement by LICENSEE, the breach by LICENSEE of any federal, state, or local law or ordinance or the commission by LICENSEE of any negligent or intentional act or omission to a person that causes bodily injury or property damage and LICENSEE does not wish to resolve the Incident in the manner directed by CITY, LICENSEE may terminate this Agreement upon thirty (30) days notice without penalty.

15. Utility Easements and Utility Cost

15.1 LICENSEE shall pay directly to all public utility service companies, before delinquency, all charges for the electricity, water and other utility services that LICENSEE consumes in connection with the installation and operation of LICENSEE's IMPROVEMENTS and which are separately metered and charged to LICENSEE by any public utility service company, without any expense therefor being imposed upon CITY.

15.2 If LICENSEE first obtains CITY's written consent, which may be given or withheld for any reason or no reason in the CITY's sole discretion, LICENSEE shall have the right to obtain electricity and other public utility services from the existing outlets available at the PREMISES. Absent such consent, LICENSEE shall obtain separate public utility services from any company that will provide such services to the PREMISES (which services may include an approved battery-powered or diesel standby power generator located on the PREMISES for LICENSEE's exclusive use).

15.3 LICENSEE shall not permit any charges for public utility services to accumulate or become a lien on the SITE. If LICENSEE fails to pay any such charge required to be paid by LICENSEE pursuant to this Section, CITY may, but shall not be required to, pay such charge on LICENSEE's behalf. If CITY pays any such charge on behalf of LICENSEE or incurs any cost with respect to any grant of any public utility service easement for the benefit of LICENSEE

pursuant to this Section, LICENSEE shall reimburse and pay to CITY an amount equal to all such charges so paid and all such easement costs so incurred, within thirty (30) days after receipt of CITY's demand, as Additional Fees.

15.4 Additional Utility/Power Equipment. In the event that LICENSEE is required to or otherwise decides to install, operate and use additional equipment to provide electricity or other utility services required for the operations of LICENSEE's IMPROVEMENTS, such installation, operation and use shall comply in all respects with the terms and conditions set forth in this Agreement.

16. Taxes

16.1 LICENSEE agrees to timely reimburse CITY for all taxes that are assessed against CITY, if any, due to the real property taxes attributable to LICENSEE's IMPROVEMENTS or use of the PREMISES and IMPROVEMENTS constructed or maintained by LICENSEE on or about the PREMISES; provided, however, CITY shall use its best efforts to provide prior notification of any taxes for which LICENSEE is to be charged, so LICENSEE will have the opportunity to appear before the taxing authority and contest any assessment.

16.2 If LICENSEE fails to pay any such taxes after such contest of any assessment and for which LICENSEE is obligated, CITY may, but shall not be required to, pay such taxes on LICENSEE's behalf. If CITY pays any such taxes on behalf of LICENSEE pursuant to the preceding sentence, LICENSEE shall reimburse and pay to CITY an amount equal to any such taxes so paid, plus an administrative fee of ten percent (10%) of the taxes, within thirty (30) days after demand as Additional Rent.

17. Liability and Indemnification

17.1 LICENSEE shall at all times comply with all laws and ordinances and all applicable rules and regulations of municipal, state and federal government authorities relating to the installation, maintenance, height, location, use, operation, and removal of the IMPROVEMENTS, authorized herein, and, **except for the negligence or willful misconduct of CITY, its officers, officials, agents, servants or employees**, shall fully release, defend, indemnify and hold harmless CITY, its officers, officials, agents, servants or employees against any and all claims, damages, lawsuits, losses, costs, or expenses which may be sustained or incurred by CITY, its officers, officials, agents, servants or employees as a result of LICENSEE's installation, operation, or removal of such IMPROVEMENTS.

17.2 LICENSEE undertakes and assumes for its officers, agents, employees, servants, affiliates, contractors and subcontractors, all risk of

dangerous conditions, if any on or about the PREMISES, and, **except for the negligence or willful misconduct of CITY, its officers, officials, agents, servants or employees**, LICENSEE hereby agrees to release, defend, indemnify and hold harmless CITY, its officers, officials, agents, servants and employees against and from any claim asserted or liability imposed upon CITY, its officers, officials, agents, servants, and employees for personal injury or property damage to any person arising out of LICENSEE's installation, operation, maintenance, condition or use of the PREMISES or LICENSEE's IMPROVEMENTS or LICENSEE's failure to comply with any applicable federal, state, or local statute, ordinance or regulation.

17.3 LICENSEE represents and warrants that its use of the PREMISES herein will not generate any hazardous substance, and it will not store or dispose on the PREMISES nor transport to or over the PREMISES any hazardous substance. The storage of acid storage batteries on the Premises as necessary for use in the event of a power outage, and the installation on the premises of a diesel or propane generator for emergency use to provide electricity in the event of a power outage shall not be a violation of this Section 17. LICENSEE further agrees to release, defend, indemnify, and hold CITY, its officers, officials, agents, servants and employees, harmless from and against any damage, loss, or expense or liability resulting from the generating, transporting, storage or disposal of such hazardous substances including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any applicable federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death, or disease, including diesel and propane fuel.

18. Insurance

18.1 LICENSEE shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension or renewal thereof, at LICENSEE's sole expense, liability insurance and workers' compensation insurance, and a certificate of insurance shall be submitted to and approved by CITY prior to the Effective Date of this Agreement. LICENSEE must provide insurance in compliance with **Appendix "B"**, attached hereto and incorporated herein for all purposes. At the time of an extension or renewal of this license agreement, LICENSEE shall provide a certificate of insurance for the added term that shows LICENSEE meets all insurance requirements under Appendix "B".

18.2 In the event that LICENSEE uses third-party contractors or subcontractors to provide services or to perform work upon the PREMISES, LICENSEE shall include in all contracts, subcontracts, and bid documents with such third parties, the requirement that: (a) each such third party shall provide CITY with separate certificates of insurance or such other documentation as is reasonably required by CITY to evidence that each such third party obtains and maintains insurance coverage consistent with the insurance requirements of this Agreement throughout the term of its contract with LICENSEE; and (b) such third party shall execute the Contractor Agreement, a copy of which is attached hereto and incorporated herein as **Appendix "B-1"**. All such insurance certificates and other documents evidencing coverage shall contain an affirmative statement of the contractor, subcontractor, or other third party that such third party shall notify the City of Plano in the event that the policy lapses or is canceled for any reason.

19 Notice

19.1. Any notice or demand required or desired to be given to any Party pursuant to this Agreement shall be in writing, shall be delivered to the address set forth below and shall be deemed validly served, given, delivered or made only if (i) personally delivered (including delivery by a commercially-recognized courier which provides service between the point-of-origin and the point-of-destination); or (ii) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. Service by United States mail shall be deemed made on the date actually received.

CITY

City of Plano, Texas
c/o Mark Israelson
Customer & Utility
Services Department
PO Box 860277
Plano, Texas 75086

LICENSEE

T-Mobile Texas, LP
7668 Warren Pkwy
Frisco, TX 75034
Attn: Lease Administrator

With a copy to: Legal Dept.

CITY or LICENSEE may from time to time designate any other address for this purpose by written notice to the other party.

20. Remedies

20.1 LICENSEE's failure to timely remit payments due hereunder three times within a 12-month period shall be a breach of this Agreement for which LICENSEE shall be given fifteen (15) days from receipt of written notice from CITY (that such payment is overdue for the third time within such 12-month period) to cure. If LICENSEE fails to make payment as required; if LICENSEE abandons or vacates the PREMISES; or if LICENSEE becomes insolvent; and

has not filed for bankruptcy, CITY shall have the right, at its option, in addition to and not exclusive of any other remedy CITY may have hereunder or by operation of law, with fifteen (15) days notice, require LICENSEE to re-enter the PREMISES and remove the IMPROVEMENTS therefrom. Under no circumstances shall CITY or anyone acting on CITY's behalf attempt to remove LICENSEE's communications equipment, except as provide for in Section 5.5 herein. Upon such occurrence, CITY may either (a) declare this Agreement and license granted herein at an end, in which event LICENSEE shall immediately pay CITY a sum of money equal to the total of (i) the amount of Rental Fees accrued through the date of termination; (ii) the amount by which the Rental Fees reserved for the balance of the term exceeds the amount of such rental loss that the LICENSEE proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other reasonable amounts necessary to compensate CITY for all detriment proximately caused by LICENSEE's failure to perform its obligations under this Agreement, or (b) without terminating this Agreement, relet the PREMISES, or any part thereof, for the account of LICENSEE upon such terms and conditions as CITY may deem advisable, and any moneys received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid; and, thereafter, toward payment of all sums due or to become due to CITY hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, LICENSEE shall pay CITY any deficiency monthly, notwithstanding that CITY may have received Rental Fees in excess of the Rental Fees stipulated in this Agreement in previous or subsequent months, and CITY may bring an action therefore as such monthly deficiency shall arise.

20.2 No re-entry and taking of possession of the PREMISES by CITY shall be construed as an election on CITY's part to terminate this Agreement, regardless of the extent of renovations and alterations by CITY, unless a written notice of such intention is given to LICENSEE by CITY.

21. Force Majeure

21.1 Notwithstanding any other provision in this Agreement to the contrary, neither Party will have any liability to the other with respect to its failure to perform its obligations under this Agreement, except for the payment of amounts due, if such failure is due to any of the following events (each a "Force Majeure" event): (i) the failure of any equipment or software under the control of a person, firm or entity not affiliated with such Party; (ii) fire, flood, earthquake, law or government regulation; or (iii) any other cause beyond the reasonable control of such Party. In any such case, the Parties' time for performance under this Agreement and the term hereof, to the extent affected by any of the foregoing, shall be correspondingly extended; provided, however, that if such condition shall continue in effect for more than 180 days, either Party shall have the right to terminate this Agreement upon thirty (30) days notice.

5-24

22. Miscellaneous Provisions

22.1 Modifications. LICENSEE's operations and all CITY approved modifications to the PREMISES must at all times comply with the terms of this Agreement, all applicable federal, state and local laws and ordinances and all amendments thereto.

22.2 Entire Agreement. This Agreement, together with all Appendices attached hereto and incorporated herein constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

22.3 Capacity. Both LICENSEE and CITY represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

22.4 Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be **in a court with jurisdiction over** Collin County, Texas.

22.5 Amendment. This Agreement may only be amended by the mutual written agreement signed by the parties hereto.

22.6 Legal Construction; Severability. In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

22.7 Nonwaiver. No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or conditions of this Agreement may be waived without consent of the Parties. It is further agreed that one (1) or more instances of forbearance by a Party in the exercise of its rights herein shall in no way constitute a waiver thereof.

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

22.9 Successors and Assigns.

- (a) CITY and LICENSEE each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. Neither CITY nor LICENSEE will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of CITY. LICENSEE shall not assign, sublet, subcontract, transfer or allow the use of any interest in the PREMISES or any use of LICENSEE's IMPROVEMENTS, including but not limited to equipment, lines, channels or frequencies, on the PREMISES without the prior written consent of CITY. CITY's consent may be conditioned upon LICENSEE successfully obtaining contracts from such third parties wherein those parties agree to directly compensate CITY for all benefits incurred by the use of the PREMISES.
- (b) Notwithstanding anything in Section 22.9(a) to the contrary, LICENSEE may assign this Agreement to any parent, subsidiary or affiliate, or any entity that acquires all or substantially all of LICENSEE's assets in the market where the Premises are located without CITY'S consent. Notwithstanding any assignment permitted under this Section or otherwise under this Agreement, LICENSEE shall remain absolutely and unconditionally primarily liable to pay and perform each and all of the obligations set forth in this Agreement prior to said assignment and shall be relieved of all future performance, liability and obligations after said assignment.
- (c) If CITY shall, at any time, relinquish its ownership or otherwise dispose of the PREMISES, CITY shall be automatically released from all obligations under and pursuant to this Agreement that accrue after such disposition; provided, however, that such relinquishment of ownership or disposition of the PREMISES shall be subject to LICENSEE's rights under this Agreement. If the PREMISES are so disposed of, LICENSEE shall not disavow any of LICENSEE's obligations pursuant to this Agreement but shall

attorn to the purchaser or transferee thereof for the performance of CITY's obligations under this Agreement.

22.10 Applicable Laws. This Agreement is entered into subject to the charter and ordinances of CITY as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable federal and state laws.

22.11 Subordination to Mortgage. As to any mortgage now or subsequently placed upon any property of which the PREMISES are a part, of which CITY shall notify LICENSEE in writing, shall be deemed to be prior in time and senior to the rights of the LICENSEE under this Agreement. LICENSEE subordinates all of its interest in the Premises created by this Agreement to the lien of any such mortgage. CITY and LICENSEE shall, at the other Party's request, execute any additional documents necessary to indicate this subordination, provided that such mortgage shall not disturb possession of LICENSEE hereunder.

22.12 Contract Interpretation. Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

EXECUTED on the _____ day of _____, 2007.

**T-MOBILE WEST CORPORATION, a
Delaware Corporation**

By: _____
Name: Jeff Hooper
Title: Area Director - Engineering

**CITY OF PLANO, TEXAS, a home rule
municipal corporation**

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

Resolution No. _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY'S TAX ID#: 75-6000640

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me this _____ day of _____, 2007, by Jeff Hooper, Area Director-Engineering of **T-MOBILE WEST CORPORATION**, a Delaware Corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

5-28

APPENDIX "A"
SITE PLAN

APPENDIX "B" INSURANCE

Licensee shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Licensee, Licensee's agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. ISO Form Number GL 0002 (Ed 1/72) or equivalent forms covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability; or ISO Commercial General Liability coverage ("occurrence" Form CG 0001). "Claims made" form is unacceptable except for professional liability.
2. Automobile liability shall include all owned, hired and non-owned vehicles.
3. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

B. Minimum Limits of Insurance

Licensee shall maintain limits not less than:

1. Commercial General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. \$10,000,000 Aggregate Policy will include coverage for (a) Premises-Operations; (b) Broad Form Contractual Liability; (c) Products and Completed Operations; (d) Use of Contractors and Subcontractors; (e) Personal Injury; (f) Broad Form Property Damage; (g) Explosion Collapse and Underground (XCU) Coverage, Fire Damage, Medical Expense.
2. Automobile liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability Limits.

C. Deductibles and Self-Insured Retentions

N/A

D. Other Insurance Provisions

The policies are to contain, or be generic endorsements with standard certificates for general and automobile liability coverage to contain the following provisions:

1. General Liability and Automobile Liability Coverage
 - (a) The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insureds" as respects liability arising out of activities performed by or on behalf of the Licensee, products and completed operations of the Licensee, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is Insured" automatically provides liability coverage in favor of the City as an additional insured.
 - (b) The Licensee's insurance coverage shall be primary insurance as respects Licensee's operations. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Licensee's insurance and shall not contribute with it in this respect.
 - (c) [INTENTIONALLY DELETED]
 - (d) The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Licensee for the City.

3. All Coverages

Each insurance program required by this clause shall be directed to state that coverage shall not be suspended, voided, canceled or non-renewed, reduced in coverage or in limits, except after ten (10) days prior written notice by mail has been given to the City.

E. Acceptability of Insurers

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A-:VI, or, A or better by Standard & Poors. This requirement will be waived for workers' compensation coverage only for those Licensees whose workers' compensation coverage is placed with companies who participate in the State of Texas Workers' Compensation Assigned Risk Pool. Professional Liability carriers will need to be approved by the Risk Manager.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on standard insurance certificate forms and are to be received and approved by the City before work commences.

APPENDIX "B-1"

**CONTRACT BY, BETWEEN AND AMONG
T-MOBILE WEST CORPORATION
CHAPMAN CONSTRUCTION COMPANY, LP,
AND
CITY OF PLANO, TEXAS**

THIS CONTRACT is made and entered by, between and among T-Mobile Texas, LP, hereinafter referred to as "Licensee," and Chapman Construction Company, LP, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, hereinafter referred to as "City," to be effective subsequent to execution by the Plano City Manager or his designee.

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

**I.
SCOPE OF WORK**

Contractor shall provide all supervision, labor, materials and equipment necessary for the performance of all obligations required under the terms of the contract between Licensee and Chapman Construction Company, LP dated January 1, 2007.

**II.
THIRD PARTY INTEREST**

It is agreed by and between the parties that the City has an interest in the proper performance of this Contract, and that the City may bring suit for failure to comply with the specifications.

Contractor acknowledges that Licensee has no property interest in the premises provided by the City, and agrees that Contractor will not file any Lien against the City's premises should a dispute arise between Licensee and Contractor.

Contractor agrees that it shall not provide any work or services of any nature unless Contractor has obtained the insurance coverage as specified herein.

III. VENUE

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

IV. INDEPENDENT CONTRACTOR

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

V. INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance as set forth below.

Licensee shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Licensee, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability; or ISO Commercial General Liability coverage ("occurrence" Form CG 0001). "Claims made" form is unacceptable except for professional liability.
2. Automobile liability shall include all owned, hired and non-owned vehicles.

- 3. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- 4. Professional Liability (when applicable).

B. Minimum Limits of Insurance

Licensee shall maintain limits not less than:

- 1. Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for (a) Premises - Operations; (b) Broad Form Contractual Liability; (c) Products and Completed Operations; (d) Use of Contractors and Subcontractors; (e) Personal Injury; (f) Broad Form Property Damage; (g) Explosion Collapse and Underground (XCU) Coverage (when applicable), Fire Damage, Medical Expense. NOTE: The aggregate loss limit applies to each project.
- 2. Automobile liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
- 3. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability Limits.
- 4. Professional Liability.

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the City.

D. Other Insurance Provisions

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

- 1. General Liability and Automobile Liability Coverages
 - (a) The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insureds" as respects liability arising out of activities performed by or on behalf of the Licensee, products and completed operations of the Licensee, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy

under "Who is an Insured" automatically provides liability coverage in favor of the City.

- (b) The Licensee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
- (d) The Licensee's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage
The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Licensee for the City.

3. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after ten (10) days prior written notice by certified mail, return receipt requested, has been given to the City..

E. Acceptability of Insurers
The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A-:VI, or, A or better by Standard & Poors. This requirement will be waived for workers' compensation coverage only for those Licensees whose workers' compensation coverage is placed with companies who participate in the State of Texas Workers' Compensation Assigned Risk Pool. Professional Liability carriers will need to be approved by the Risk Manager.

F. Verification of Coverage
Contractor shall furnish the City with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the City and are to

5-36

be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**VI.
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**VII.
SEVERABILITY**

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

**VIII.
ENTIRE AGREEMENT**

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

**IX.
CONTRACT INTERPRETATION**

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

**X.
SUCCESSORS AND ASSIGNS**

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

**XI.
HEADINGS**

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

**XII.
THIRD PARTY BENEFIT**

The parties to this Contract agree that Contractor will obtain and maintain insurance coverage as specified herein until completion of all work and services by Contractor for Licensee. Contractor shall release, defend, indemnify and hold harmless City from all damages, attorneys' fees and costs of any kind incurred by City due to Contractor's breach of its obligations hereunder. The parties further agree that this Contract is intended to benefit the City of Plano, its officials, officers, employees, agents, successors and assigns, each of which may enforce its terms in a court of competent jurisdiction either individually or collectively.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

LICENSEE: T-MOBILE WEST CORPORATION

BY: _____

Name: _____

Title: _____

**CONTRACTOR: CHAPMAN CONSTRUCTION
COMPANY, LP
By: CHAPMAN CONSTRUCTION
MANAGEMENT COMPANY, INC., General
Partner**

BY: _____

Name: _____

Title: _____

5-38

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me this ____ day of _____, 200____, by Jeff Hooper, Area Director-Engineering of **T-MOBILE WEST CORPORATION** a Delaware Corporation, on behalf of said Corporation.

Notary Public, State of Texas

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 200____, by _____, _____, of _____, a _____, on behalf of said _____.

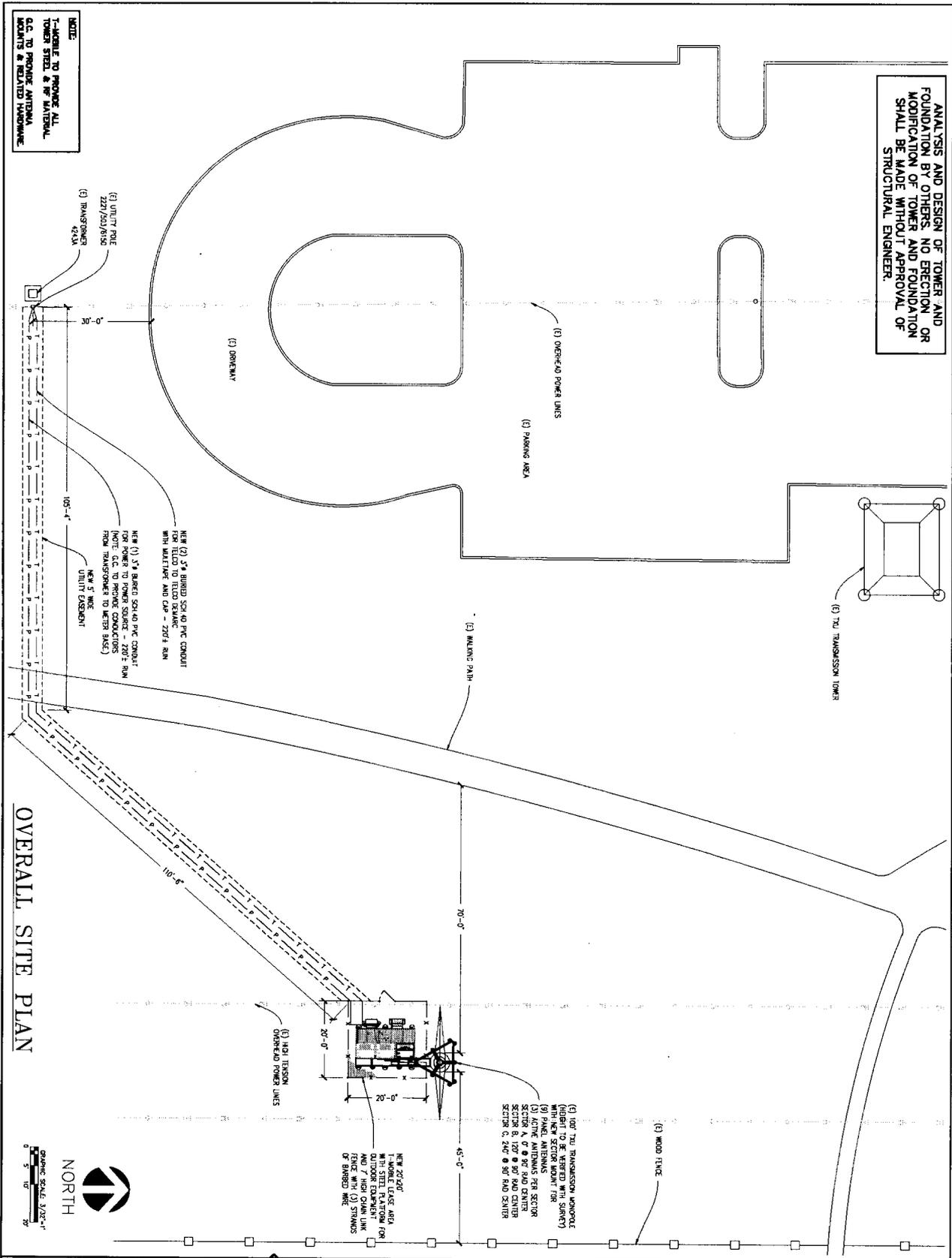
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

5-40



NOTE:
 PROVIDER TO PROVIDE ALL
 TOWER STEEL & MATERIALS
 QUANTITIES & RELATED INFORMATION

ANALYSIS AND DESIGN OF TOWER AND
 FOUNDATION BY OTHERS, AND ERECTION OR
 MODIFICATION OF TOWER AND FOUNDATION
 SHALL BE MADE WITHOUT APPROVAL OF
 STRUCTURAL ENGINEER.

OVERALL SITE PLAN



SHEET NUMBER
C-2

SHEET TITLE
 OVERALL SITE PLAN

DATE
 04/18/04
 PROJECT NO.
 1222 0310
 4386 LORAINA DRIVE
 PLANO, TEXAS 75093

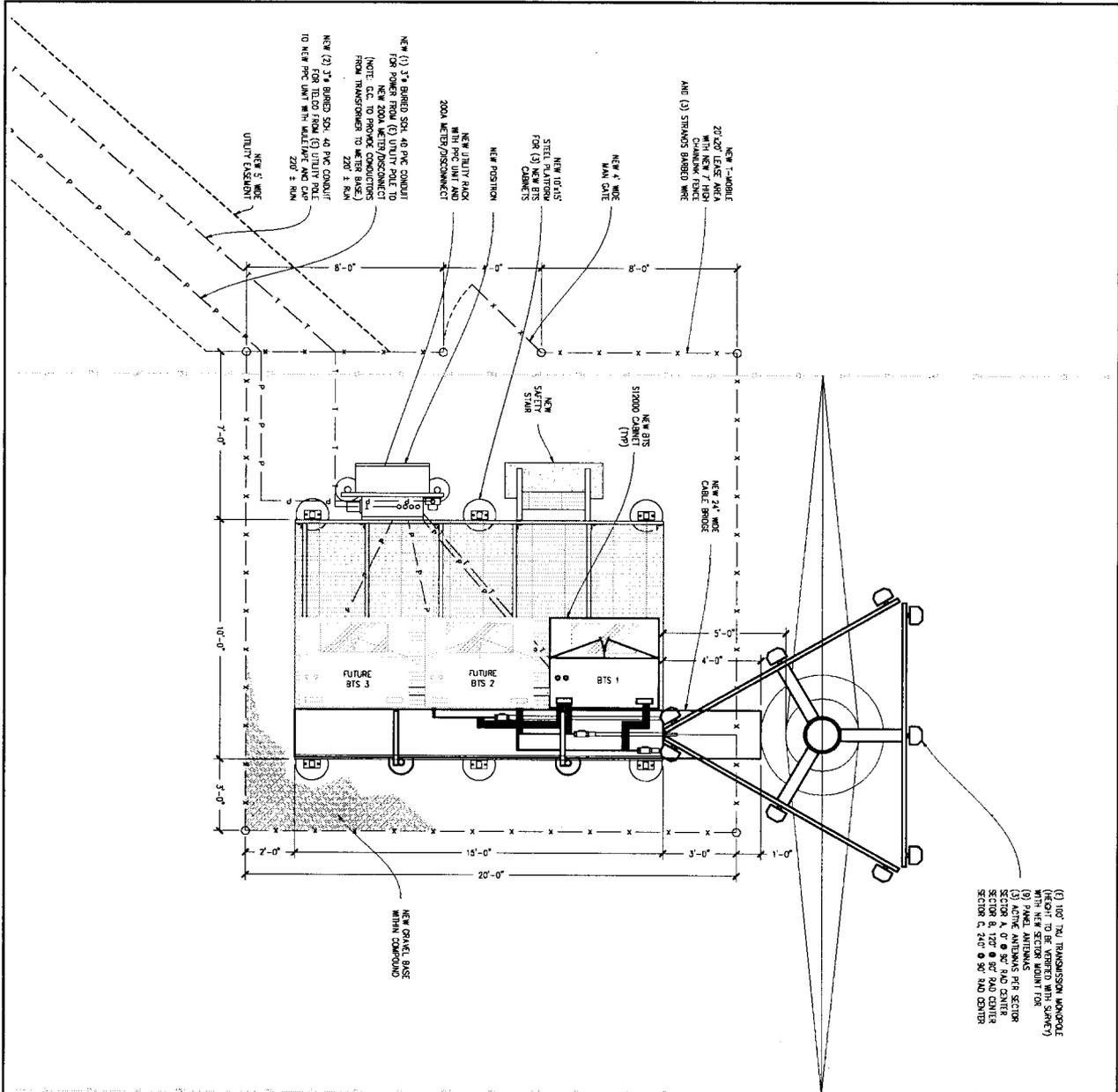
**PRELIMINARY -
 NOT FOR CONSTRUCTION**

ALLPRO
 CONSULTING GROUP, INC.
 8221 Lyndon B. Johnson Fwy, Suite 204
 Dallas, TX 75246
 Phone: (972) 251-8888
 Fax: (972) 251-4376
 www.allpro.com

PROJECT NO.	DA1850A
DRAWN BY:	CJC
CHECKED BY:	JMC
DATE	04/18/04

T-Mobile
 DUKE BRIDGES CAMPUS
 7888 WARREN PARKWAY
 FRISCO, TX 75034
 OFFICE: (972) 484-3510

5-42



(1) 10' DIA. TRANSMISSION MONITOR
 WITH NEW SECTOR MONITOR FOR
 (2) PANEL ANTENNAS
 (3) ACTIVE ANTENNAS PER SECTOR
 SECTOR A @ 90° SW AND CENTER
 SECTOR B @ 45° SW AND CENTER
 SECTOR C @ 0° SW AND CENTER

**ANALYSIS AND DESIGN OF TOWER AND
 FOUNDATION BY OTHERS. NO ERECTION OR
 MODIFICATION OF TOWER AND FOUNDATION
 SHALL BE MADE WITHOUT APPROVAL OF
 STRUCTURAL ENGINEER.**

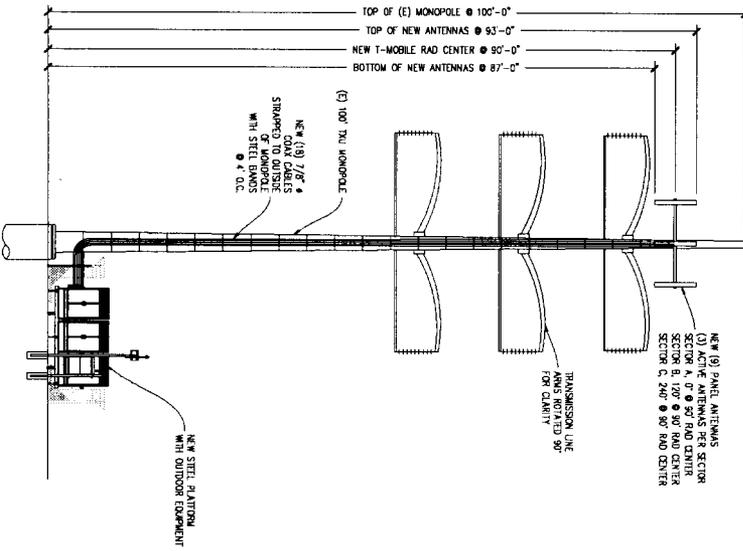
NOTES:
 1-VERIFY TO PROVIDE ALL
 TOWER STEEL & REINFORCEMENT
 O.C. TO PROVIDE ANTENNA
 HEIGHTS & RELATED HARDWARE.



<p>PRELIMINARY - NOT FOR CONSTRUCTION</p>	<p>ALLPRO CONSULTING GROUP, INC. 8521 Lyndon B. Johnson Fwy, Suite 204 Dallas, TX 75248 Phone: (972) 221-8885 Fax: (972) 364-8575 www.allprocorp.com</p>	<p>PROJECT NO. DA1890A</p>	<p>T-Mobile</p> <p>DUKE BRIDGES CAMPUS 7808 WARREN PARKWAY FRISCO, TX 75034 OFFICE: (972) 464-3510</p>
		<p>DRAWN BY: CEC</p>	
<p>DALBROA SPRING CREEK TXU 127Z CO-LO 4135 LONNARD DRIVE PLANO, TEXAS 75093</p>	<p>NOT VALID WITHOUT P.E. SIGNATURE & SEAL</p>	<p>CHECKED BY: JMG</p>	<p>DATE: 01/27/08</p>
<p>SHEET TITLE OVERALL SITE PLAN</p>	<p>SHEET NUMBER C-3</p>	<p>DATE: 01/27/08</p>	<p>DATE: 01/27/08</p>

543

ANALYSIS AND DESIGN OF TOWER AND FOUNDATION BY OTHERS REFER TO APPROPRIATE SHEETS FOR MORE INFORMATION AND SECTION OR DETAIL FOR THE TOWER AND FOUNDATION. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS OF STRUCTURAL ELEMENTS WITHOUT ASSUMPTION OF STRUCTURAL INTEGRITY.



- NOTES:
- 1) THE SIZE, HEIGHT, AND DIRECTION OF ANTENNAS SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
 - 2) CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH T-MOBILE PCS PM.
 - 3) CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNAS WITH T-MOBILE PROJECT MANAGER (WHEN APPLICABLE).
 - 4) ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.

ELEVATION
LOOKING NORTH
FIG. 1

COAX CABLE IDENTIFICATION

CONTRACTOR MUST PROVIDE EASY IDENTIFICATION AND UNIFORM MARKING OF ANTENNA CABLES, PER THE FOLLOWING INSTRUCTIONS:

1. LOCATION: MARKINGS SHALL BE MADE USING COAX TAPE 1/4" X 3" OR CONCRETE MARKED AT THREE PLACES ON THE COAX CABLE RUN AS FOLLOWS:
 - FIRST - ON THE COAX AT THE CONNECTOR NEAREST THE ANTENNA (WHERE THE COAX AND JUMPER ARE CONNECTED);
 - SECOND - AT THE BASE OF THE TOWER STRUCTURE (FOR TOWERS ONLY);
 - THIRD - AT A POINT OUTSIDE THE BINS (LAST PRIOR TO MGB)
2. SECTOR IDENTIFICATION: NORMALLY A SITE WILL HAVE UP TO THREE SECTORS. SECTORS SHALL BE DESIGNATED IN A CLOCKWISE MANNER: THE ALPHA SECTOR IS CLOSEST TO ZERO DEGREES (NORTH); THE BETA AND GAMMA FOLLOW CLOCKWISE IN SEQUENCE.

ALPHA SECTOR - RED
 BETA SECTOR - BLUE
 GAMMA SECTOR - WHITE

SEE SHEET C-5

COAX CABLE IDENTIFICATION CHART

3. OMI IDENTIFICATION: FOR OMI SITES, WHICH NORMALLY CONSIST OF THREE ANTENNA, IT IS SUGGESTED THAT THE ORIENTATION OF THE OBSERVER ALSO BE THAT OF LOOKING IN A NORTHERLY

COAX CABLE SIZE	MANUF.	HANGER	CABLE TYPE	SPACING	SPACING
1/2"	ANDREW	ANDREW	ANDREW	1/2"	3'-0"
7/8"	ANDREW	ANDREW	ANDREW	1/2"	3'-0"
1-5/8"	ANDREW	ANDREW	ANDREW	1/2"	3'-0"
1-7/8"	ANDREW	ANDREW	ANDREW	1/2"	3'-0"
1-5/4"	ANDREW	ANDREW	ANDREW	1/2"	3'-0"

NOTE: PM/PE ENGINEER TO VERIFY

SECTOR	AZIMUTH	CABLE LENGTH	CABLE SIZE	LOSS/100'	TOTAL LOSS
A	0°	110'	7/8"	1.9	2.09 dB
B	120°	110'	7/8"	1.9	2.09 dB
C	240°	110'	7/8"	1.9	2.09 dB

2. RUNS PER ANTENNA CURRENTLY 18 RUNS TOTAL (18 RUNS TOTAL w/ FUTURE)
 TOTAL COAX LENGTH: 1980'

COAX SPECIFICATION TABLE
FIG. 2

T-Mobile

DUKE BRIDGE CAMPUS
 7686 WARREN PARKWAY
 FRISCO, TX 75034
 OFFICE: (972) 464-3510

PROJECT NO: DA1890A
 DRAWN BY: CTC
 CHECKED BY: JMG

ALLPRO
 CONSULTING GROUP, INC.
 8221 Lyndon B. Johnson Fwy, Suite 204
 Dallas, TX 75245
 Phone: (972) 422-8888
 Fax: (972) 424-8278
 www.allpro.com

PRELIMINARY - NOT FOR CONSTRUCTION

DATE: 01/27/2010

DESIGNED BY: JMG

SHEET TITLE: ELEVATION & ANTENNA DETAILS

SHEET NUMBER: C-4

5-4#

P

DATE: October 16, 2007
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of October 15, 2007

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2007-39
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #110 for Private Club on one lot on 0.1± acre located on the east side of Coit Road, 475± feet north of Park Boulevard. Zoned Retail.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 2 **OPPOSE:** 0

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: November 12, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TMF/dw

xc: City of Plano

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 15, 2007

Agenda Item No. 6

Public Hearing: Zoning Case 2007-39

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #110 for Private Club on one lot on 0.1± acre located on the east side of Coit Road, 475± feet north of Park Boulevard. Zoned Retail.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #110 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

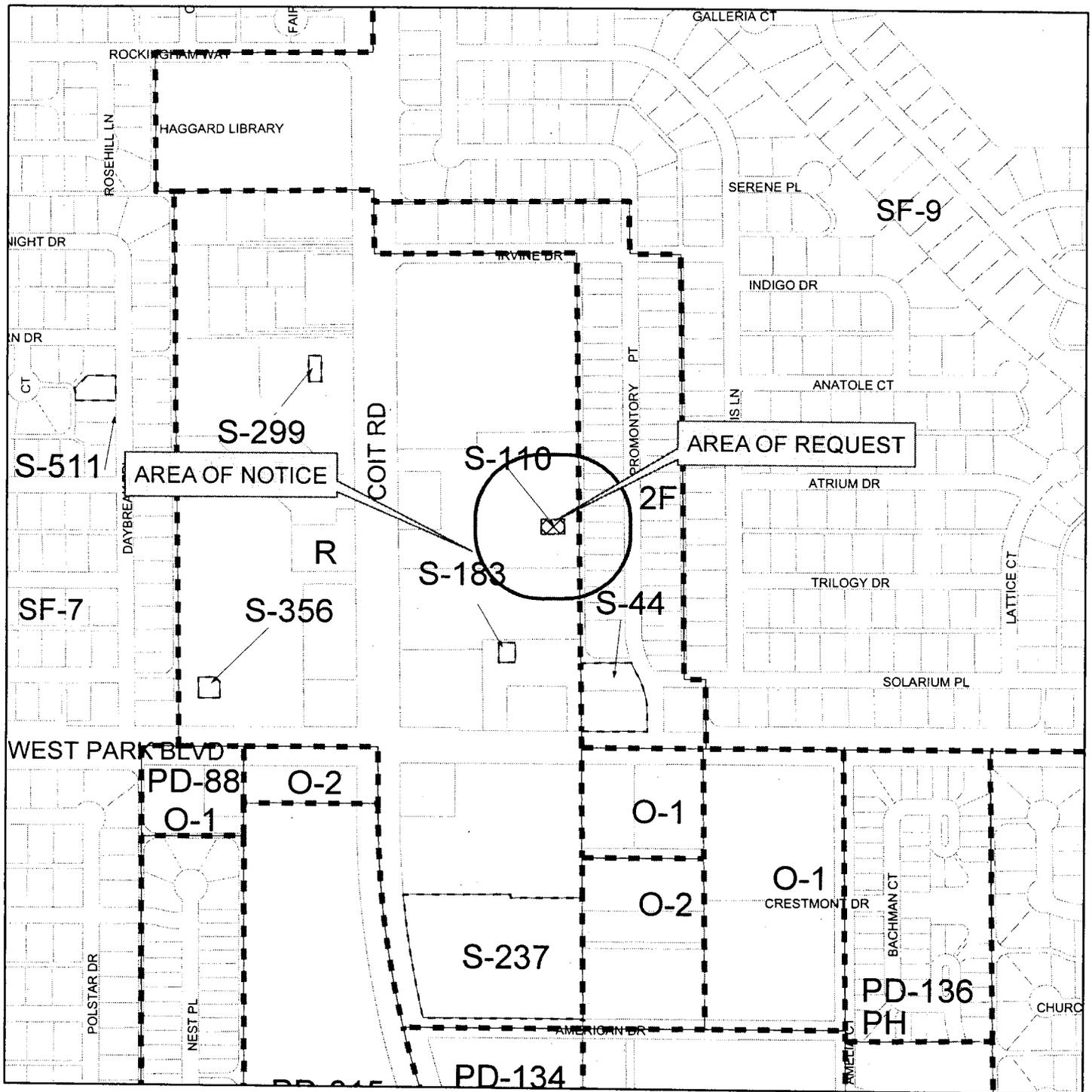
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Primavera Italian Restaurant with SUP #110 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

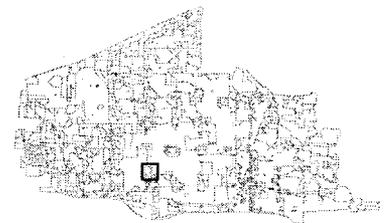
Recommended for approval as submitted.

6-2



Zoning Case #: 2007-39

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #110



○ 200' Notification Buffer



63

ORDINANCE NO. _____
(Zoning Case 2007-39)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 91-4-31; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 110 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE F. E. FOSTER SURVEY, ABSTRACT NO. 314, LOCATED ON THE EAST SIDE OF COIT ROAD, 475± FEET NORTH OF PARK BOULEVARD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 12th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 110 for the additional use of Private Club on one lot on 0.1± acre of land out of the F. E. Foster Survey, Abstract No. 314, located on the east side of Coit Road, 475± feet north of Park Boulevard in the City of Plano, Collin County, Texas; 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 12th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 110 for the additional use of Private Club 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. Ordinance No. 91-4-31, duly passed and approved by the City Council of the City of Plano, Texas, on April 22, 1991, granting Specific Use Permit No. 110 for the additional use of Private Club on one lot on 0.1± acre of land out of the F. E. Foster Survey, Abstract No. 314, located on the east side of Coit Road, 475± feet north of Park Boulevard in the City of Plano, Collin County, Texas, presently zoned Retail with Specific Use Permit No. 110 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 110 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 12TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

SITUATED in the State of Texas, County of Collin, and the City of Plano, being part of the F. E. Foster Survey, Abstract No. 314, being part of Lot 5 of Park West Plaza, Phase Two, an addition to the City of Plano as recorded in Volume C, Page 333 of the Collin County Map Records, and being more particularly described as follows:

COMMENCING for reference at an iron rod found marking the intersection of the North right-of-way line of Park Boulevard (100 foot right-of-way) with the East right-of-way line of Coit Road (130 foot right-of-way), said corner being the southwest corner of the aforementioned Park West Plaza, Phase Two;

THENCE with the East right-of-way line of Coit Road and the West line of said Addition, North $00^{\circ} 04' 40''$ East, a distance of 651.45 feet to a point;

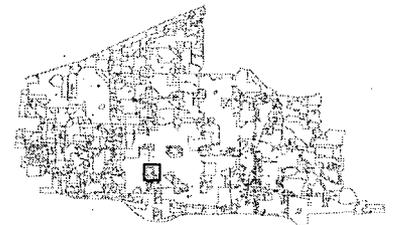
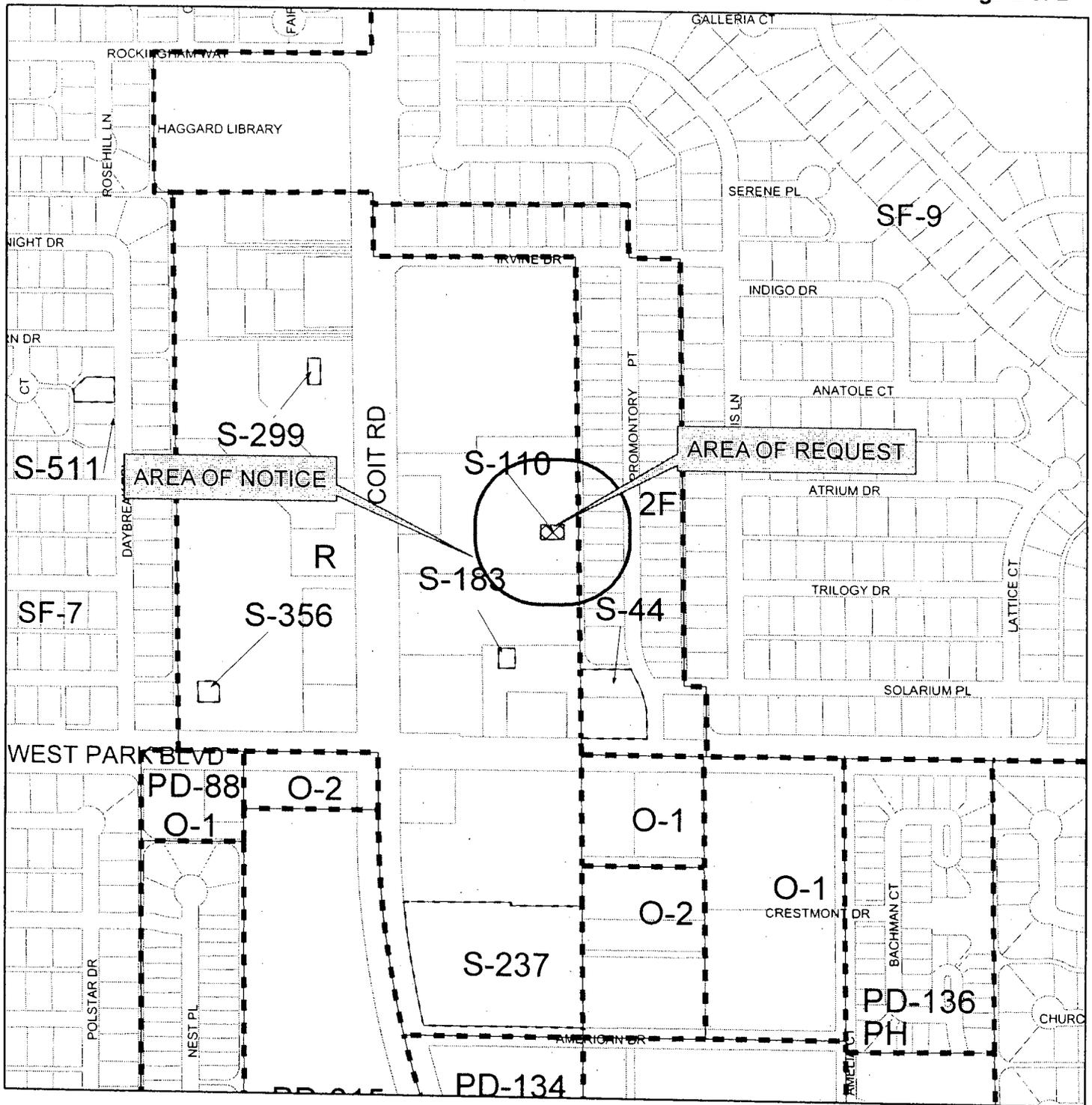
THENCE North $89^{\circ} 59' 42''$ East, a distance of 432.53 feet to a point marking the principal PLACE OF BEGINNING for the herein described tract;

THENCE with the interior of an existing wall, North $89^{\circ} 59' 42''$ East, a distance of 70.00 feet to a point for corner;

THENCE with the interior of an existing wall, South $00^{\circ} 00' 18''$ East, a distance of 45.00 feet to a point for corner;

THENCE with the interior of an existing wall, South $89^{\circ} 59' 42''$ West, a distance of 70.00 feet to a point for corner;

THENCE with the interior facing of an existing wall, North $00^{\circ} 00' 17''$ West, a distance of 45.00 feet to the PLACE OF BEGINNING and CONTAINING 3,150 square feet.



Zoning Case #: 2007-39

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #110

○ 200' Notification Buffer



DATE: October 16, 2007
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of October 15, 2007

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2007-40
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #111 for Private Club on one lot on 0.1± acre located on the north side of Plano Parkway, 1,100± feet east of Alma Drive. Zoned Corridor Commercial.

APPROVED: 6-0 **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: November 12, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dw

xc: City of Plano

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 15, 2007

Agenda Item No. 7

Public Hearing: Zoning Case 2007-40

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #111 for Private Club on one lot on 0.1± acre located on the north side of Plano Parkway, 1,100± feet east of Alma Drive. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #111 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

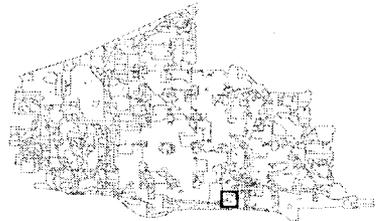
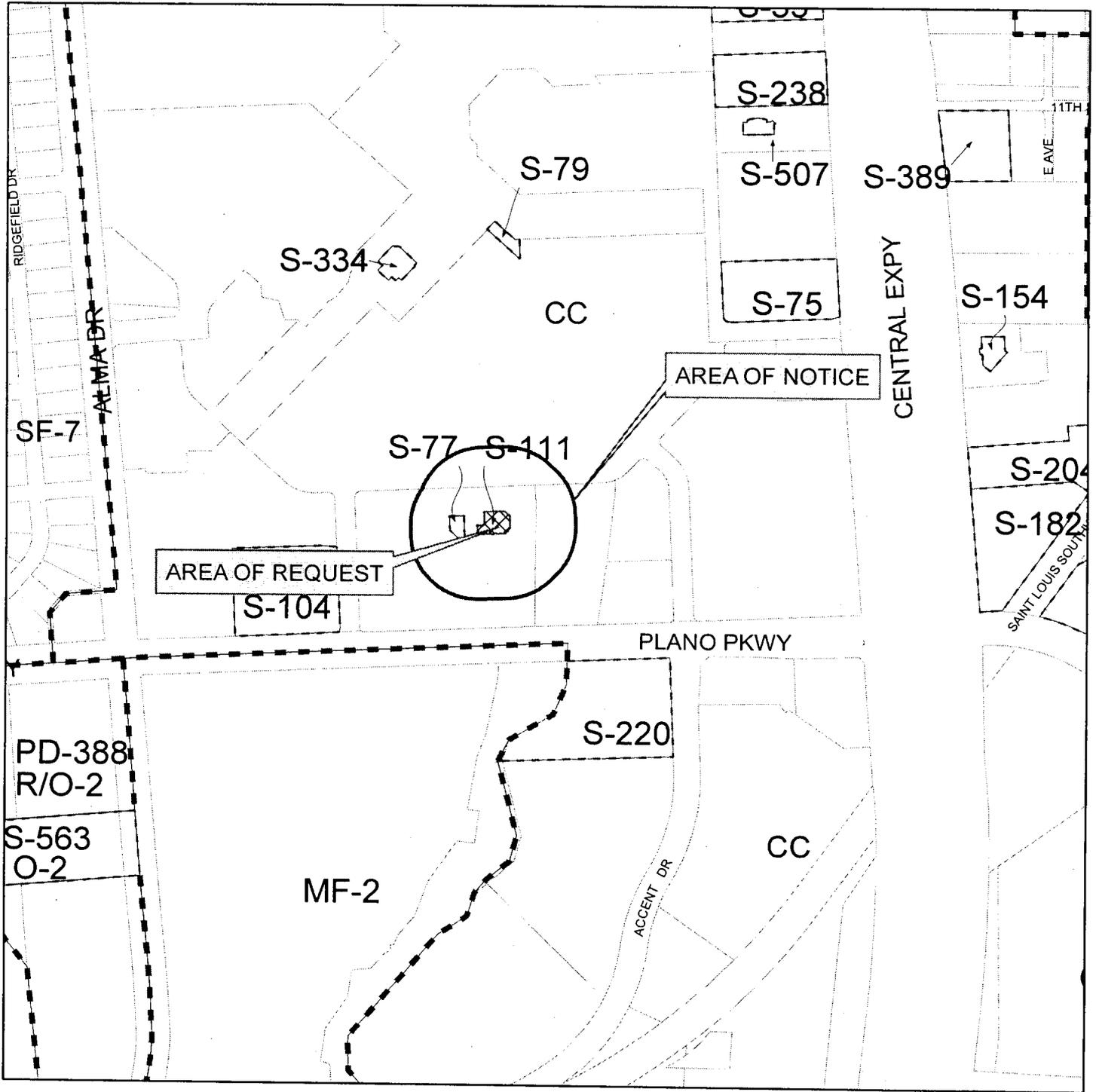
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Compari's restaurant with SUP #111 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

7-2



Zoning Case #: 2007-40

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #111



○ 200' Notification Buffer

7-3

ORDINANCE NO. _____
(Zoning Case 2007-40)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 88-12-23; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 111 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE SAMUEL KLEPPER SURVEY, ABSTRACT NO. 216, LOCATED ON THE NORTH SIDE OF PLANO PARKWAY, 1,100± FEET EAST OF ALMA DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 12th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 111 for the additional use of Private Club on one lot on 0.1± acre of land out of the Samuel Klepper Survey, Abstract No. 216, located on the north side of Plano Parkway, 1,100± feet east of Alma Drive in the City of Plano, Collin County, Texas; 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 12th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 111 for the additional use of Private Club 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.

7-4

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

Section I. Ordinance No. 88-12-23, duly passed and approved by the City Council of the City of Plano, Texas, on December 20, 1988, granting Specific Use Permit No. 111 for the additional use of Private Club on one lot on 0.1± acre of land out of the Samuel Klepper Survey, Abstract No. 216, located on the north side of Plano Parkway, 1,100± east of Alma Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 111 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 111 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 12TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING all that certain 0.1± acre tract of land situated in the Samuel Klepper Survey, Abstract No. 216, Collin County, Texas, more particularly described as follows:

COMMENCING at the intersection of the easterly line of Alma Drive (100 foot right-of-way) and the northerly line of Plano Parkway (100 foot right-of-way), thence North 88° 34' 36" East, along said northerly line of Plano Parkway, a distance of 1,027.75 to a point;

THENCE departing the said northerly line, North 01° 25' 24" West, a distance of 289.71 to the POINT OF BEGINNING:

THENCE North 01° 25' 24" West, a distance of 28.00 feet to a point for corner;

THENCE North 88° 34' 36" East, a distance of 22.46 feet to a point for corner;

THENCE North 01° 25' 24" West, a distance of 41.00 feet to a point for corner;

THENCE North 88° 34' 36" East, a distance of 60.94 feet to a point for corner;

THENCE South 46° 25' 24" East, a distance of 21.01 feet to a point for corner;

THENCE South 01° 25' 24" East, a distance of 39.29 feet to a point for corner;

THENCE South 43° 34' 36" West, a distance of 21.01 feet to a point for corner;

THENCE South 88° 34' 36" West, a distance of 83.40 feet to the POINT OF BEGINNING.

DATE: October 16, 2007
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of October 15, 2007

**AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2007-41
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #115 for Private Club on one lot on 0.1± acre located on the north side of Park Boulevard, 755± feet west of Ohio Drive. Zoned Retail.

APPROVED: 6-0 **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: November 12, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dw

xc: City of Plano

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 15, 2007

Agenda Item No. 8

Public Hearing: Zoning Case 2007-41

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #115 for Private Club on one lot on 0.1± acre located on the north side of Park Boulevard, 755± feet west of Ohio Drive. Zoned Retail.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #115 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

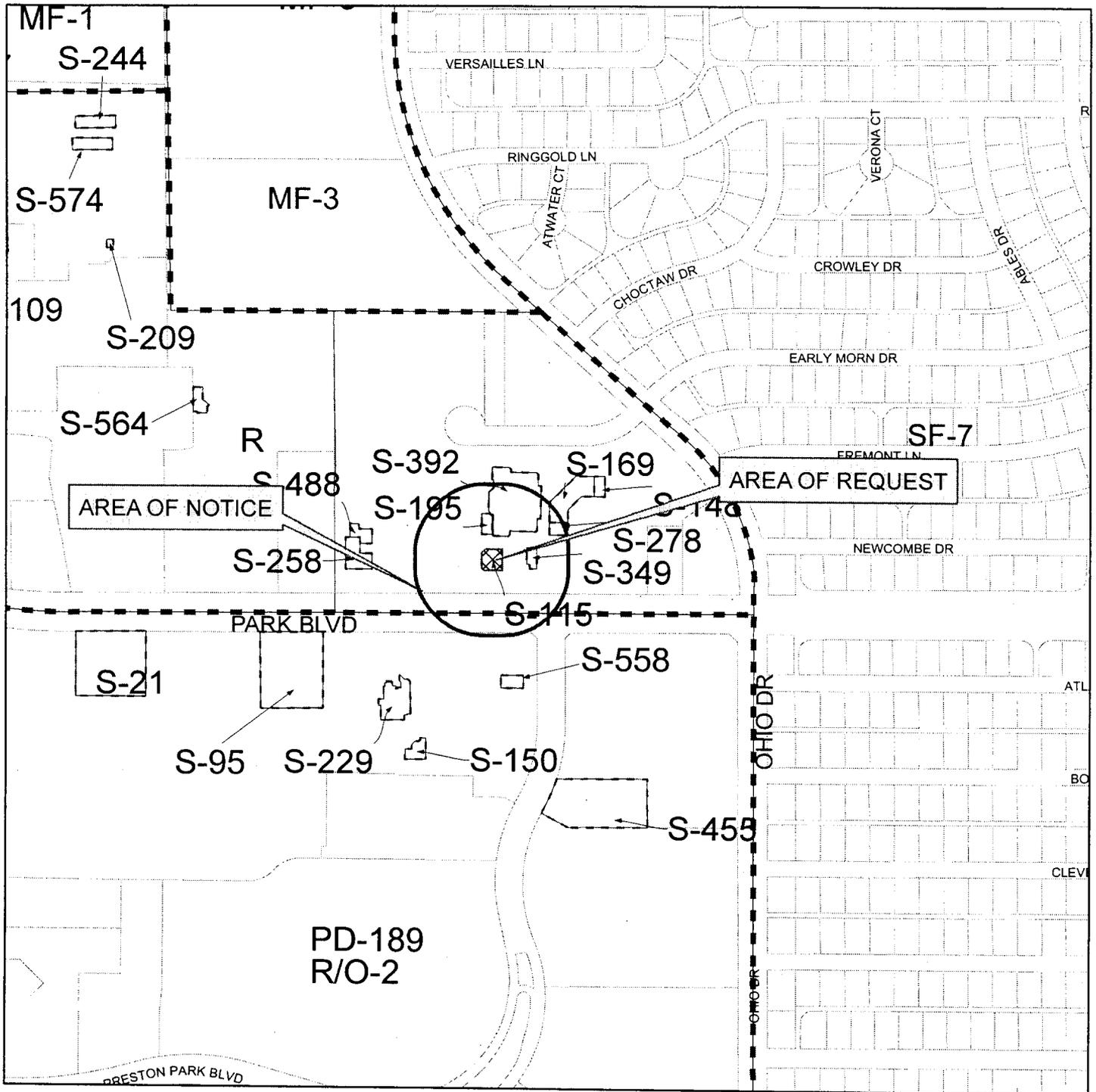
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Awaji restaurant with SUP #115 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

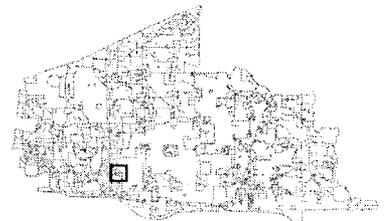
Recommended for approval as submitted.

8-2



Zoning Case #: 2007-41

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #115



○ 200' Notification Buffer



83

ORDINANCE NO. _____
(Zoning Case 2007-41)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 86-8-11; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 115 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE T. S. COTTON SURVEY, ABSTRACT NO. 202, LOCATED ON THE NORTH SIDE OF PARK BOULEVARD, 755± FEET WEST OF OHIO DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 12th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 115 for the additional use of Private Club on one lot on 0.1± acre of land out of the T. S. Cotton Survey, Abstract No. 202, located on the north side of Park Boulevard, 755± feet west of Ohio Drive in the City of Plano, Collin County, Texas; 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 12th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 115 for the additional use of Private Club 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.

8-4

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

Section I. Ordinance No. 86-8-11, duly passed and approved by the City Council of the City of Plano, Texas, on August 11, 1986, granting Specific Use Permit No. 115 for the additional use of Private Club on one lot on 0.1± acre of land out of the T. S. Cotton Survey, Abstract No. 202, located on the north side of Park Boulevard, 755± west of Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Retail with Specific Use Permit No. 115 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 115 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 12TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

8-6

EXHIBIT "A"
LEGAL DESCRIPTION

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the T. S. Cotton Survey, Abstract No. 202, being part of Lot 1, Block 1, of Berkeley Square, an addition to the City of Plano as recorded in Volume F, Page 330 of the Collin County Map Records, and being more particularly described as follows:

COMMENCING for reference at an iron rod in the North right-of-way line of Park Boulevard (120 foot right-of-way) marking the southwest corner of said Berkeley Square Addition;

THENCE with the North right-of-way line of said Park Boulevard and the South line of said Addition, South 89° 25' 00" East, a distance of 432.95 feet to a point therein;

THENCE North 00° 31' 44" East, a distance of 80.32 feet to the principal POINT OF BEGINNING for the herein described tract;

THENCE continuing North 00° 31' 44" East, a distance of 47.50 feet to a point for corner;

THENCE North 45° 06' 00" East, a distance of 15.93 feet to a point for corner;

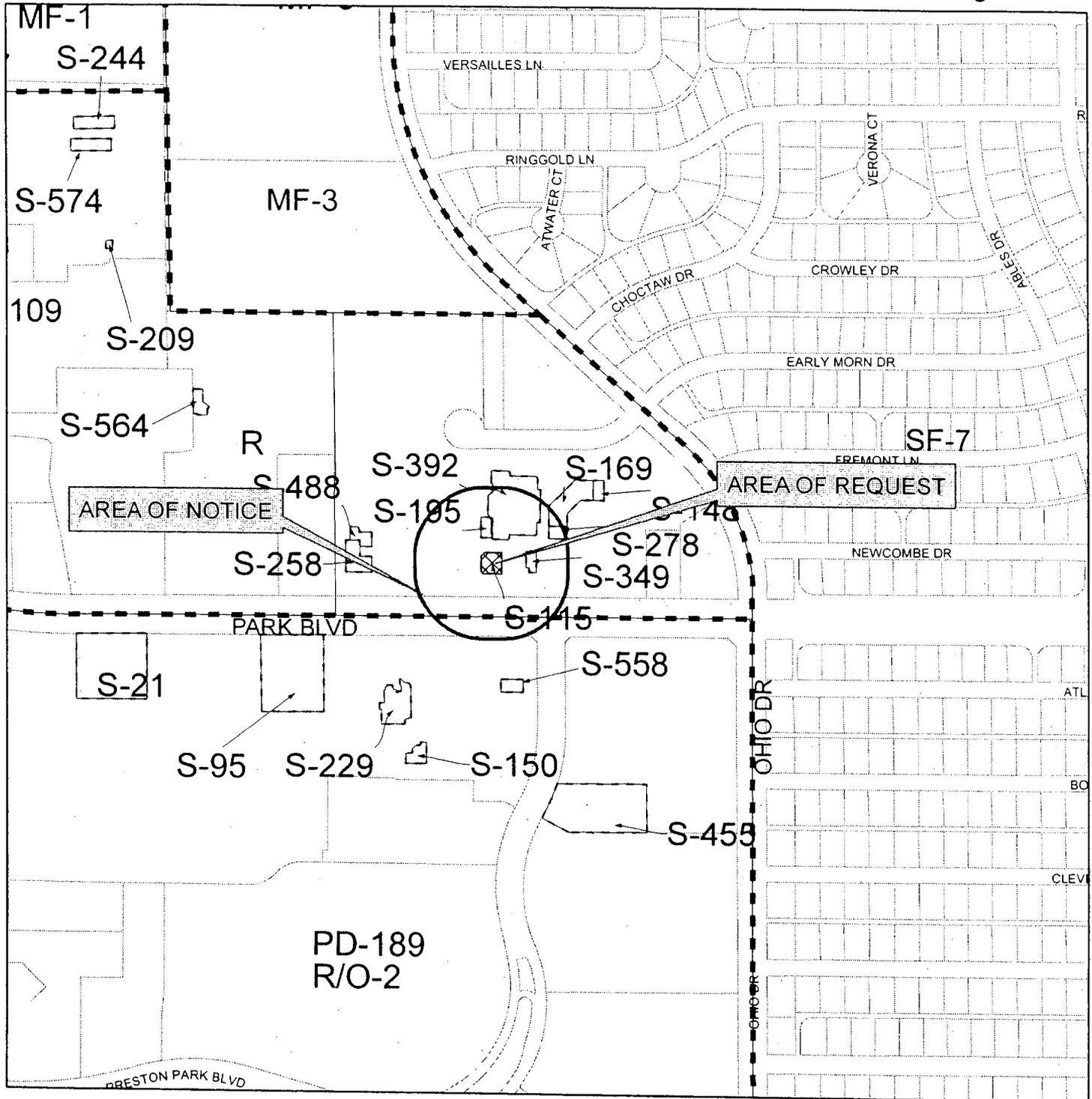
THENCE South 89° 37' 09" East, a distance of 51.72 feet to a point for corner;

THENCE South 00° 26' 47" West, a distance of 6.95 feet to a point for corner;

THENCE South 00° 28' 55" West, a distance of 58.03 feet to a point for corner;

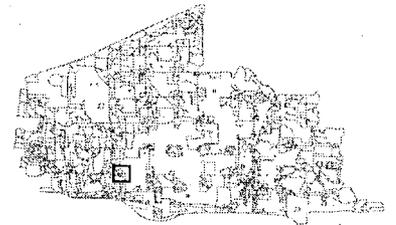
THENCE North 89° 22' 47" West, a distance of 57.02 feet to a point for corner;

THENCE North 44° 38' 11" West, a distance of 8.37 feet to the POINT OF BEGINNING and CONTAINING 4,000.00 square feet or 0.092 acre.

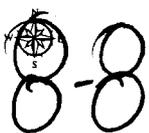


Zoning Case #: 2007-41

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #115



○ 200' Notification Buffer



DATE: October 16, 2007
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of October 15, 2007

**AGENDA ITEM NO. 9 - PUBLIC HEARING
ZONING CASE 2007-42
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #123 for Private Club on one lot on 4.2± acres located on the west side of K Avenue, 603± feet north of Park Boulevard. Zoned Corridor Commercial.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

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: November 12, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TF/dw

xc: City of Plano

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 15, 2007

Agenda Item No. 9

Public Hearing: Zoning Case 2007-42

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #123 for Private Club on one lot on 4.2± acres located on the west side of K Avenue, 603± feet north of Park Boulevard. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #123 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

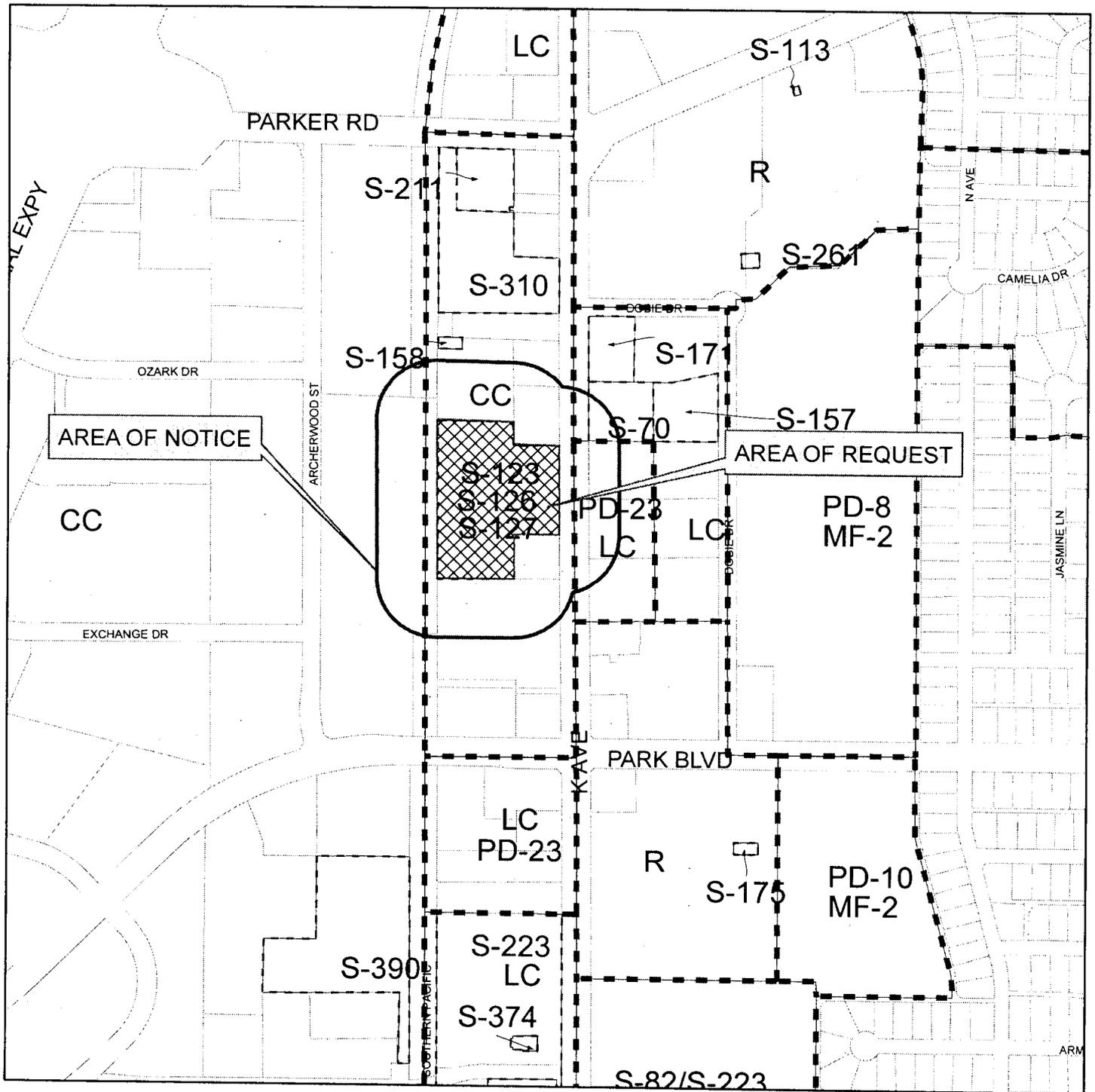
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Plano Super Bar (located within Plano Super Bowl) with SUP #123 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. The property owner verbally informed staff that they concur with the removal of the SUP.

RECOMMENDATION:

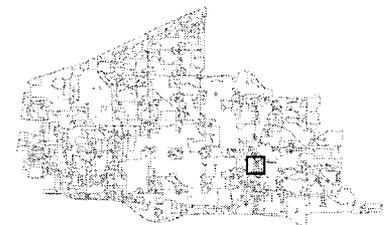
Recommended for approval as submitted.

9-2



Zoning Case #: 2007-42

Existing Zoning: CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMITS #123, #126, & #127



○ 200' Notification Buffer



9-3

ORDINANCE NO. _____
(Zoning Case 2007-42)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, FURTHER AMENDING ORDINANCE NO. 86-11-32; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 123 FOR PRIVATE CLUB BUT RETAINING SPECIFIC USE PERMIT NO. 126 FOR ARCADE AND SPECIFIC USE NO. 127 FOR DAY CARE CENTER ON ONE LOT ON 4.2± ACRES OF LAND OUT OF THE ALEX BERRY SURVEY, ABSTRACT NO. 80 AND THE GEORGE W. BARNETT SURVEY, ABSTRACT NO. 45 IN COLLIN COUNTY, TEXAS, LOCATED ON THE WEST SIDE OF K AVENUE, 603± FEET NORTH OF PARK BOULEVARD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 12th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 123 for Private Club but retaining Specific Use Permit No. 126 for Arcade and Specific Use Permit No. 127 for Day Care Center on one lot on 4.2± acres of land out of the Alex Berry Survey, Abstract No. 80 and the George W. Barnett Survey, Abstract No. 45, in Collin County, Texas, located on the west side of K Avenue, 603± feet north of Park Boulevard in the City of Plano, Collin County, Texas; 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 12th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 123 for Private Club but retaining Specific Use Permit No. 126 for Arcade and Specific Use Permit No. 127 for Day Care Center would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

9-4

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. Ordinance No. 86-11-32, duly passed and approved by the City Council of the City of Plano, Texas, on November 24, 1986, granting Specific Use Permit No. 123 for the additional use of Private Club and Specific Use No. 126 for the additional use of Arcade and Specific Use Permit No. 127 for the additional use of Day Care Center on one lot on 4.2± acres of land out of the Alex Berry Survey, Abstract No. 80 and the George W. Barnett Survey, Abstract No. 45 in Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 123 for Private Club, Specific Use Permit No. 126 for Arcade and Specific Use Permit No. 127 for Day Care Center, more fully described on Exhibit "A", attached hereto, is hereby repealed as it pertains to the Private Club use. Consequently, Specific Use Permit No. 123 for Private Club is hereby rescinded and the Specific Use Permit No. 126 for Arcade and Specific Use Permit No. 127 for Day Care Center are retained.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 12TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

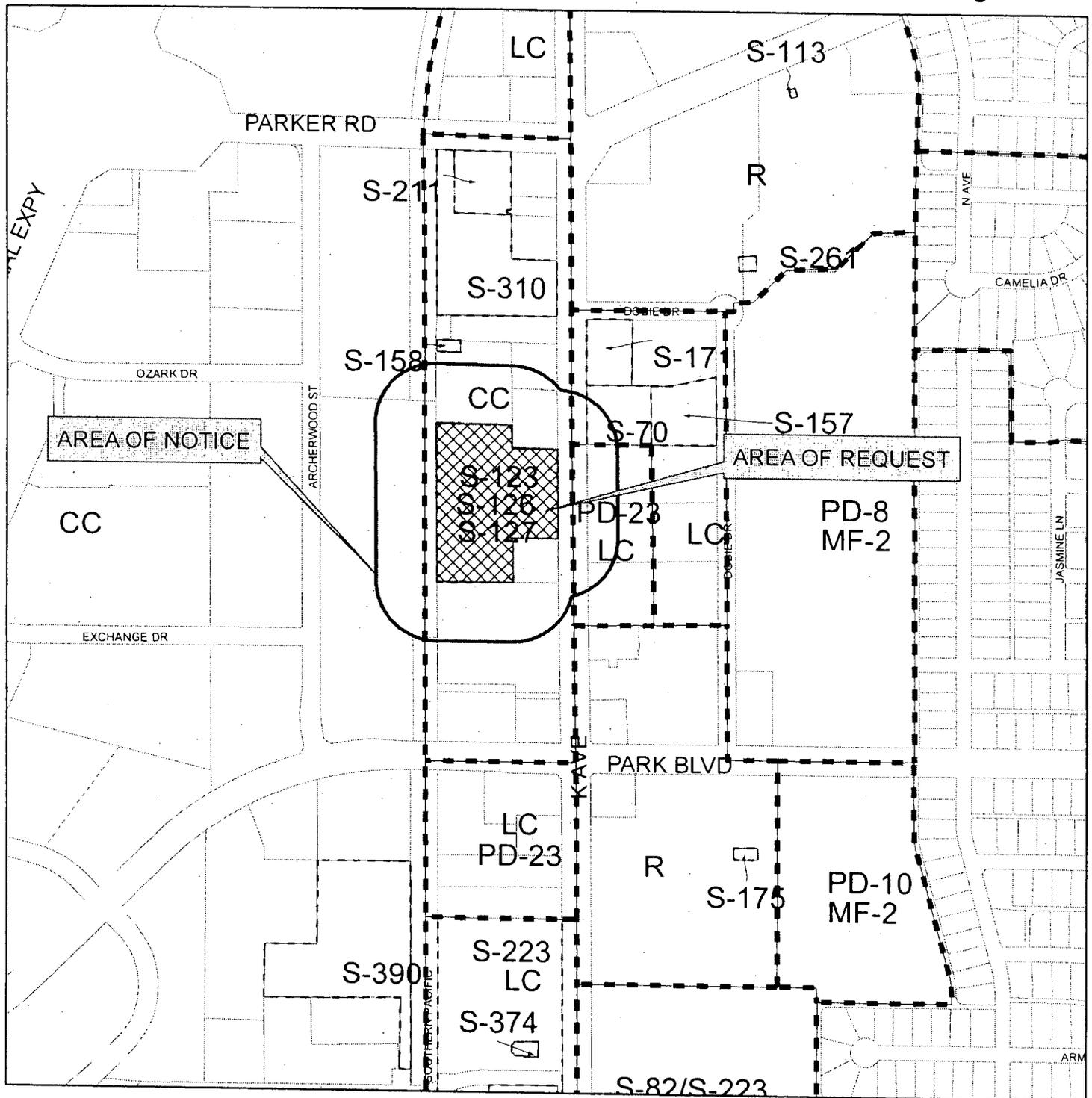
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

9-6

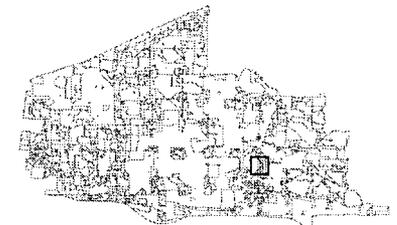
EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Alex Berry Survey, Abstract No. 80 and the George W. Barnett Survey, Abstract No. 45 in the City of Plano, Collin County, Texas, and being all of the Third Replat of Plano All Star Bowling Center, an addition to the City of Plano, Texas, according to the map or plat thereof recorded in Cabinet H, Page 477 of the Plat Records of Collin County, Texas, as filed on November 4, 1992, comprising 4.2 acres.



Zoning Case #: 2007-42

Existing Zoning: CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMITS #123, #126, & #127



○ 200' Notification Buffer

9-8

DATE: October 16, 2007
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of October 15, 2007

**AGENDA ITEM NO. 10 - PUBLIC HEARING
ZONING CASE 2007-43
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #125 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 768± feet south of Ruisseau Drive. Zoned Corridor Commercial.

APPROVED: 6-0 **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: November 12, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/dw

xc: City of Plano

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 15, 2007

Agenda Item No. 10

Public Hearing: Zoning Case 2007-43

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #125 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 768± feet south of Ruisseau Drive. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #125 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

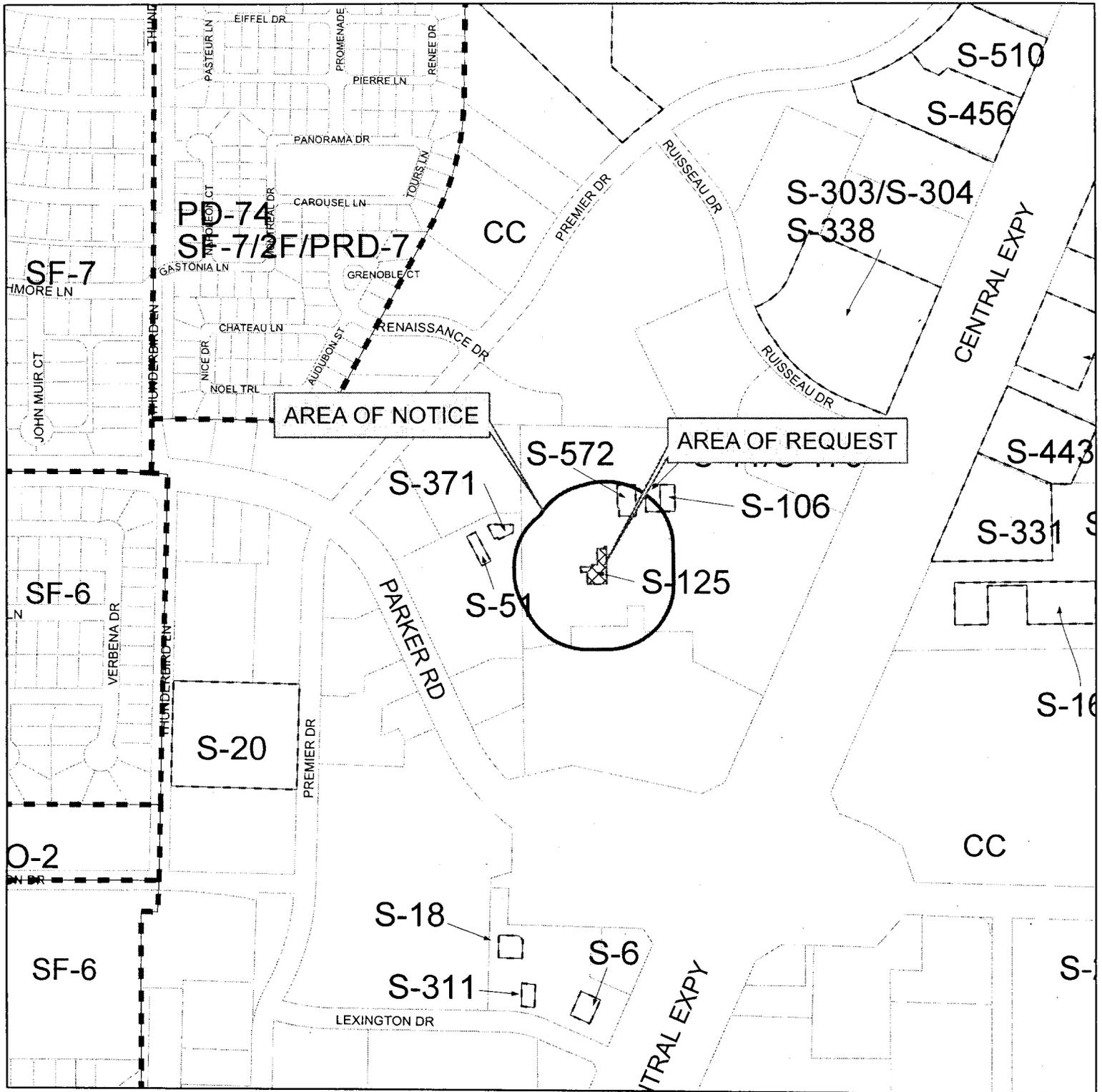
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Bavarian Grill restaurant obtained a Mixed Beverage Permit directly from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received any responses from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

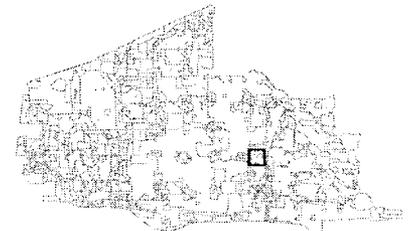
Recommended for approval as submitted.

10-2



Zoning Case #: 2007-43

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #125



○ 200' Notification Buffer

103

ORDINANCE NO. _____
(Zoning Case 2007-43)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 93-11-22; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 125 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738, LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 75, 768± FEET SOUTH OF RUISSEAU DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 12th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 125 for the additional use of Private Club on one lot on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the west side of U.S. Highway 75, 768± feet south of Ruisseau Drive in the City of Plano, Collin County, Texas; 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 12th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 125 for the additional use of Private Club 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.

104

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

Section I. Ordinance No. 93-11-22, duly passed and approved by the City Council of the City of Plano, Texas, on November 22, 1993, granting Specific Use Permit No. 125 for the additional use of Private Club on one lot on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the west side of U.S. Highway 75, 768± feet south of Ruisseau Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 125 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 125 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 12TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land/floor space situated in the Daniel Rowlett Survey, Abstract No. 738, and being part of Lot 2, Block 1 of Ruisseau Village, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet D, Page 54, Map/Plat Records, Collin County, Texas, (M/PRCCT) and being more particularly described as follows:

COMMENCING at the Northwest corner of the aforesaid addition, same being the Northeast corner of the United National Bank Addition, as filed in Cabinet C, Page 191 of the M/PRCCT.

THENCE, due South with the West line of Ruisseau Village and the common East line of the United National Bank Addition, passing a point for the Northeast corner of the Cambridge-Ruisseau Village, an addition to the City of Plano, as recorded in the M/PRCCT wherefore continuing with the said West line of Ruisseau Village and the said East line of Cambridge-Ruisseau Village, in all a distance of 381.58 feet to a point for corner;

THENCE, due East, departing the West line of Ruisseau Village, a distance of 225.58 feet to the POINT OF BEGINNING of the hereinafter described tract;

THENCE due North, 0.19 feet to the point for corner;

THENCE due East, 16.37 feet to a point for corner;

THENCE due North, 48.94 feet to a point for corner;

THENCE due East, 22.38 feet to a point for corner;

THENCE due North, 5.90 feet to a point for corner;

THENCE due East , 5.67 feet to a point for corner;

THENCE due South, 113.83 feet to a point for corner;

THENCE due West, 58.06 feet to a point for corner;

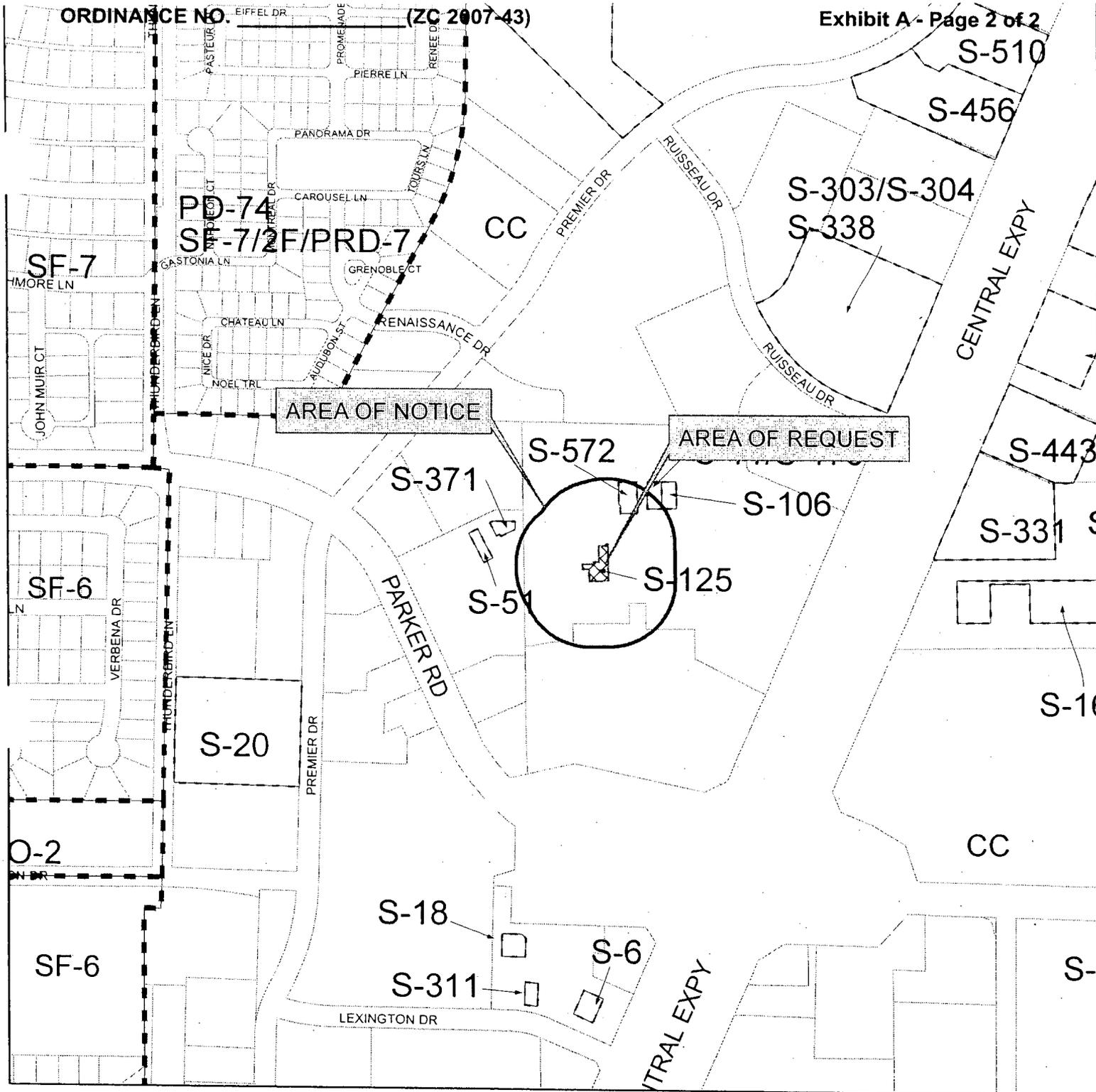
THENCE due North, 37.19 feet to a point for corner;

THENCE due West, 20.36 feet to a point for corner;

THENCE due North, 15.12 feet to a point for corner;

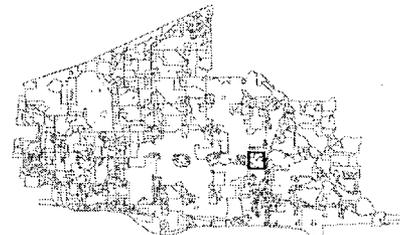
THENCE due East, 34.00 feet to a point for corner;

THENCE due North, 6.50 feet to the POINT OF BEGINNING and CONTAINING 5,048 square feet.



Zoning Case #: 2007-43

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #125



10-8

○ 200' Notification Buffer

DATE: October 16, 2007
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of October 15, 2007

**AGENDA ITEM NO. 11 - PUBLIC HEARING
ZONING CASE 2007-44
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #136 for Private Club on one lot on 0.1± acre located at the southwest corner of Preston Road and Park Boulevard. Zoned Retail.

APPROVED: 6-0 **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: November 12, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/dw

xc: City of Plano

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 15, 2007

Agenda Item No. 11

Public Hearing: Zoning Case 2007-44

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #136 for Private Club on one lot on 0.1± acre located at the southwest corner of Preston Road and Park Boulevard. Zoned Retail.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #136 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

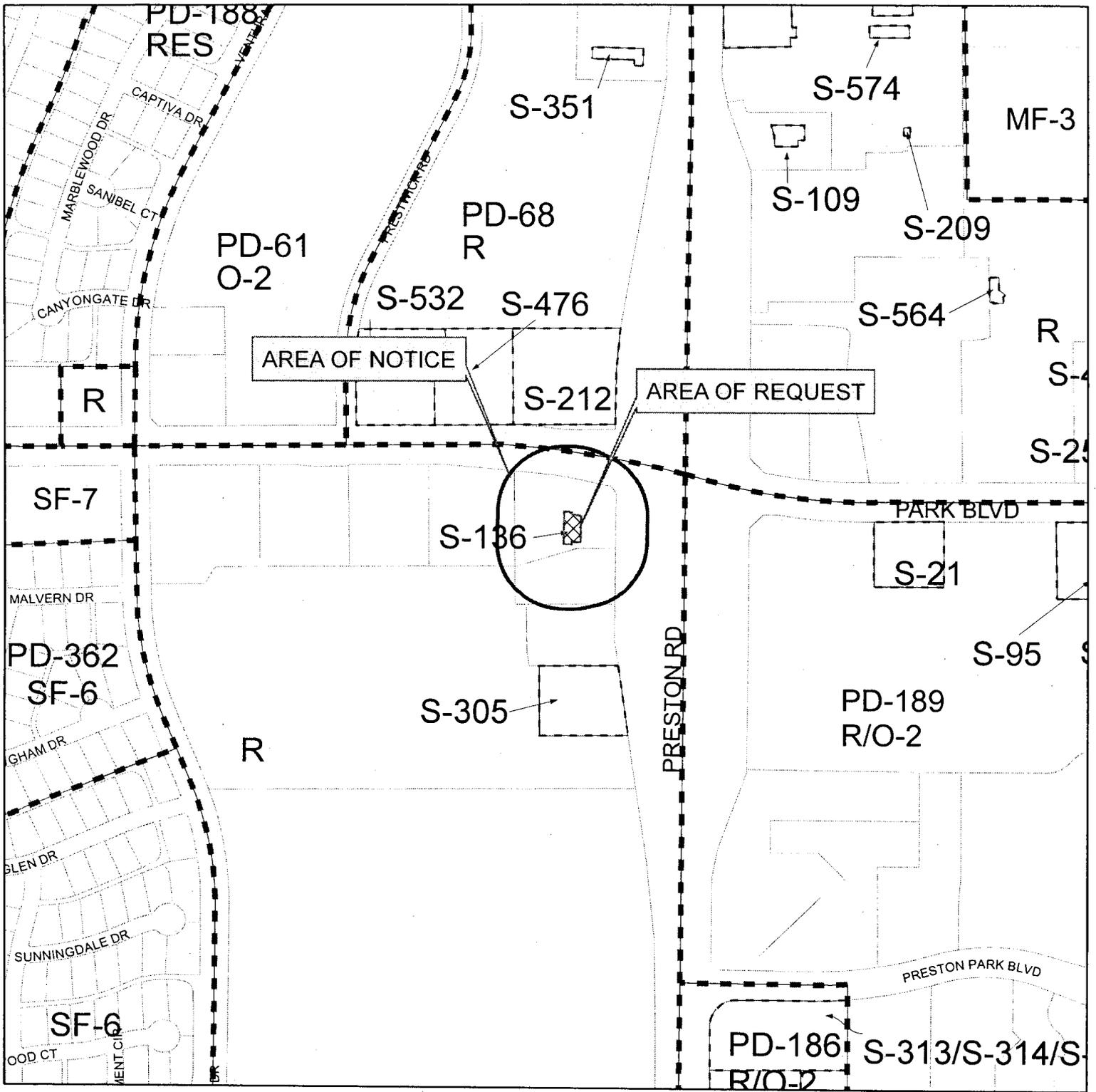
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

La Madeleine restaurant obtained a Mixed Beverage Permit directly from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received any responses from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

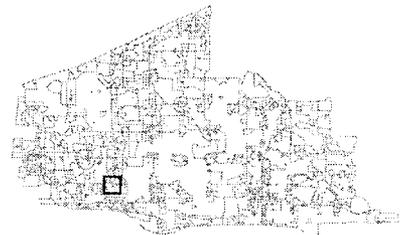
Recommended for approval as submitted.

11-2



Zoning Case #: 2007-44

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #136



○ 200' Notification Buffer

11-3

ORDINANCE NO. _____
(Zoning Case 2007-44)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 94-8-12; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 136 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE LEWIS WETSEL SURVEY, ABSTRACT NO. 971, LOCATED AT THE SOUTHWEST CORNER OF PRESTON ROAD AND PARK BOULEVARD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 12th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 136 for the additional use of Private Club on one lot on 0.1± acre of land out of the Lewis Wetzel Survey, Abstract No. 971, located at the southwest corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas; 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 12th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 136 for the additional use of Private Club 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. Ordinance No. 94-8-12, duly passed and approved by the City Council of the City of Plano, Texas, on August 8, 1994, granting Specific Use Permit No. 136 for the additional use of Private Club on one lot on 0.1± acre of land out of the Lewis Wetsel Survey, Abstract No. 971, located at the southwest corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, presently zoned Retail with Specific Use Permit No. 136 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 136 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 12TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

11-6

EXHIBIT "A"
LEGAL DESCRIPTION

COMMENCING at the Northwest corner of Walton Park Square Addition, Lot 6, Block 1, as filed in Cabinet I, Pages 115 and 116, Map Records, in the Lewis Wetsel Survey, Abstract No. 971, Collin County, Texas;

THENCE South $84^{\circ} 40' 40''$ East, a distance of 75.14 feet along the North line of said Lot 6, also being the South line of West Park Boulevard, to the beginning of a curve to the right whose radius is 1,352.39 feet and whose central angle bears $05^{\circ} 31' 29''$ an arc distance of 130.40 feet;

THENCE South $00^{\circ} 12' 34''$ East, a distance of 110.57 feet to the Northeast building corner, said corner also being the POINT OF BEGINNING;

THENCE South $00^{\circ} 46' 06''$ West, a distance of 81.00 feet along the building wall;

THENCE North $89^{\circ} 13' 54''$ West, a distance of 27.00 feet to a point;

THENCE South $00^{\circ} 46' 06''$ West, a distance of 7.00 feet to a point;

THENCE North $89^{\circ} 13' 54''$ West, a distance of 25.00 feet to a point;

THENCE North $00^{\circ} 46' 06''$ East, a distance of 100.00 feet to a point;

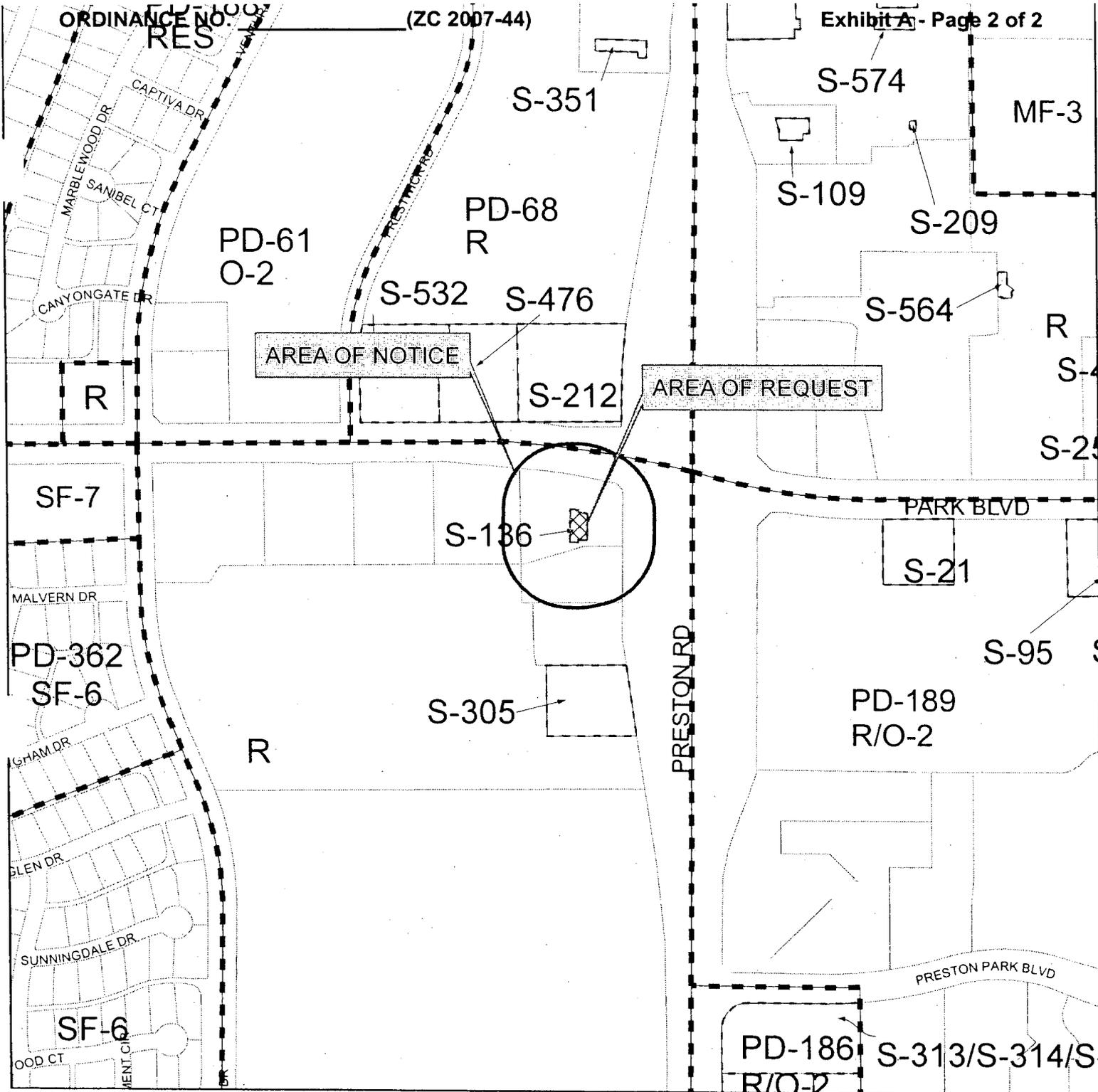
THENCE South $89^{\circ} 13' 54''$ East, a distance of 25.00 feet to a point;

THENCE South $00^{\circ} 46' 06''$ West, a distance of 9.00 feet to a point;

THENCE South $89^{\circ} 13' 54''$ East, a distance of 7.66 feet to a point;

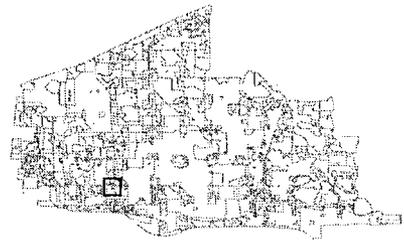
THENCE South $80^{\circ} 24' 56''$ East, a distance of 19.57 feet to the POINT OF BEGINNING and CONTAINING 4,739 square feet of land, more or less.

(ZC 2007-44)



Zoning Case #: 2007-44

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #136



11-8

○ 200' Notification Buffer

DATE: October 16, 2007
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of October 15, 2007

**AGENDA ITEM NO. 12 - PUBLIC HEARING
ZONING CASE 2007-45
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #153 for Private Club on one lot on 3.7± acres located on the north side of Plano Parkway, 251± feet east of Preston Road. Zoned Planned Development-194-General Office.

APPROVED: 6-0 **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: November 12, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dw

xc: City of Plano

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 15, 2007

Agenda Item No. 12

Public Hearing: Zoning Case 2007-45

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #153 for Private Club on one lot on 3.7± acres located on the north side of Plano Parkway, 251± feet east of Preston Road. Zoned Planned Development-194-General Office.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #153 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

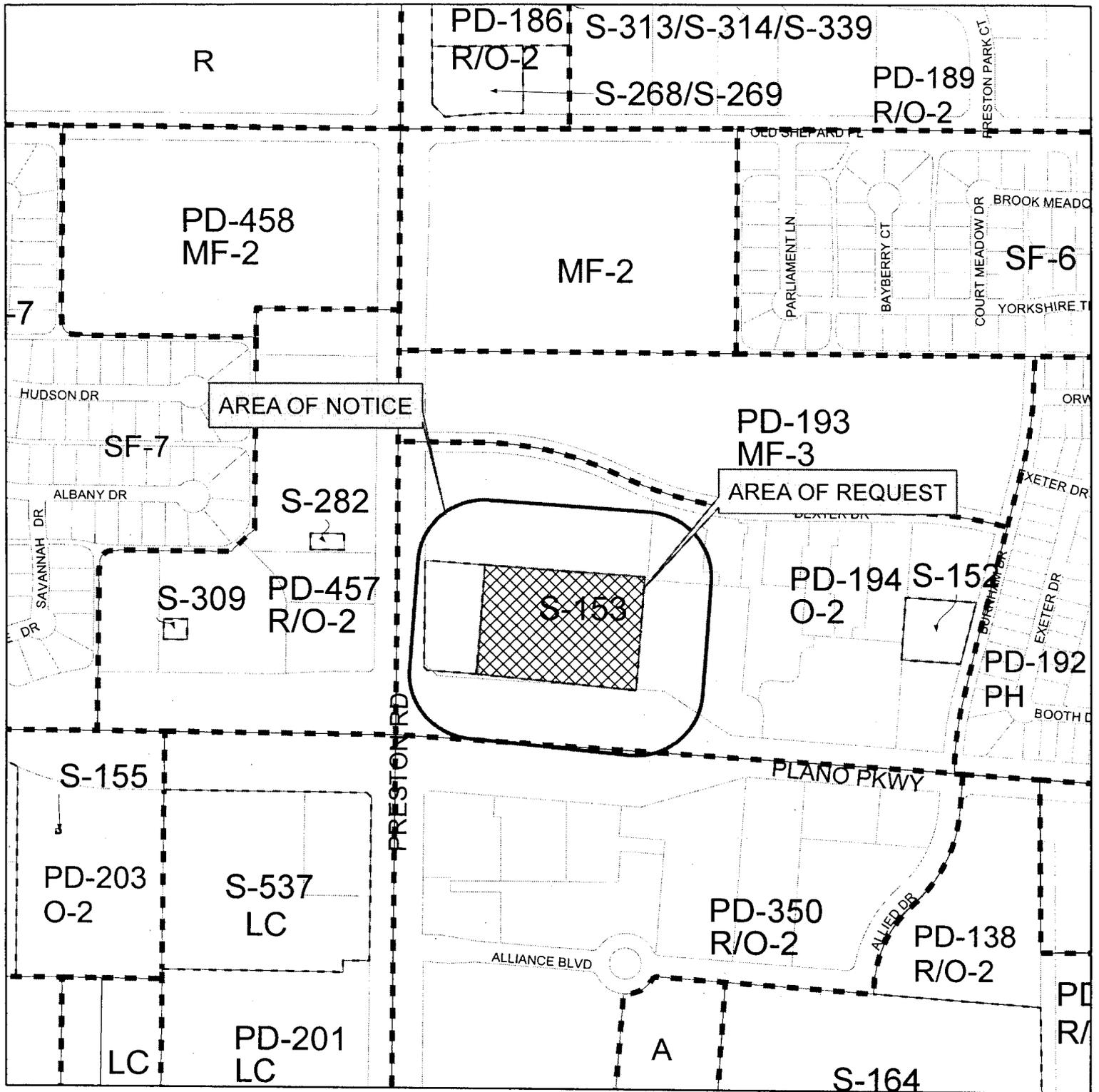
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Marriot Inc. with SUP #153 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

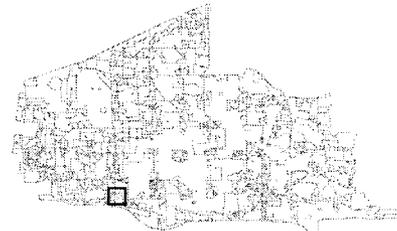
Recommended for approval as submitted.

12-2



Zoning Case #: 2007-45

Existing Zoning: PLANNED DEVELOPMENT-194-GENERAL OFFICE
w/SPECIFIC USE PERMIT #153



○ 200' Notification Buffer

12-3

ORDINANCE NO. _____
(Zoning Case 2007-45)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 88-5-29; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 153 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 3.7± ACRES OF LAND OUT OF THE DENTON DARBY SURVEY, ABSTRACT NO. 260, LOCATED ON THE NORTH SIDE OF PLANO PARKWAY, 251± FEET EAST OF PRESTON ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 12th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 153 for the additional use of Private Club on one lot on 3.7± acres of land out of the Denton Darby Survey, Abstract No. 260, located on the north side of Plano Parkway, 251± feet east of Preston Road in the City of Plano, Collin County, Texas; 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 12th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 153 for the additional use of Private Club 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. Ordinance No. 88-5-29, duly passed and approved by the City Council of the City of Plano, Texas, on May 23, 1988, granting Specific Use Permit No. 153 for the additional use of Private Club on 3.7± acres of land out of the Denton Darby Survey, Abstract No. 260, located on the north side of Plano Parkway, 251± feet east of Preston Road in the City of Plano, Collin County, Texas, presently zoned Planned Development-194-General Office with Specific Use Permit No. 153 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 153 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 12TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

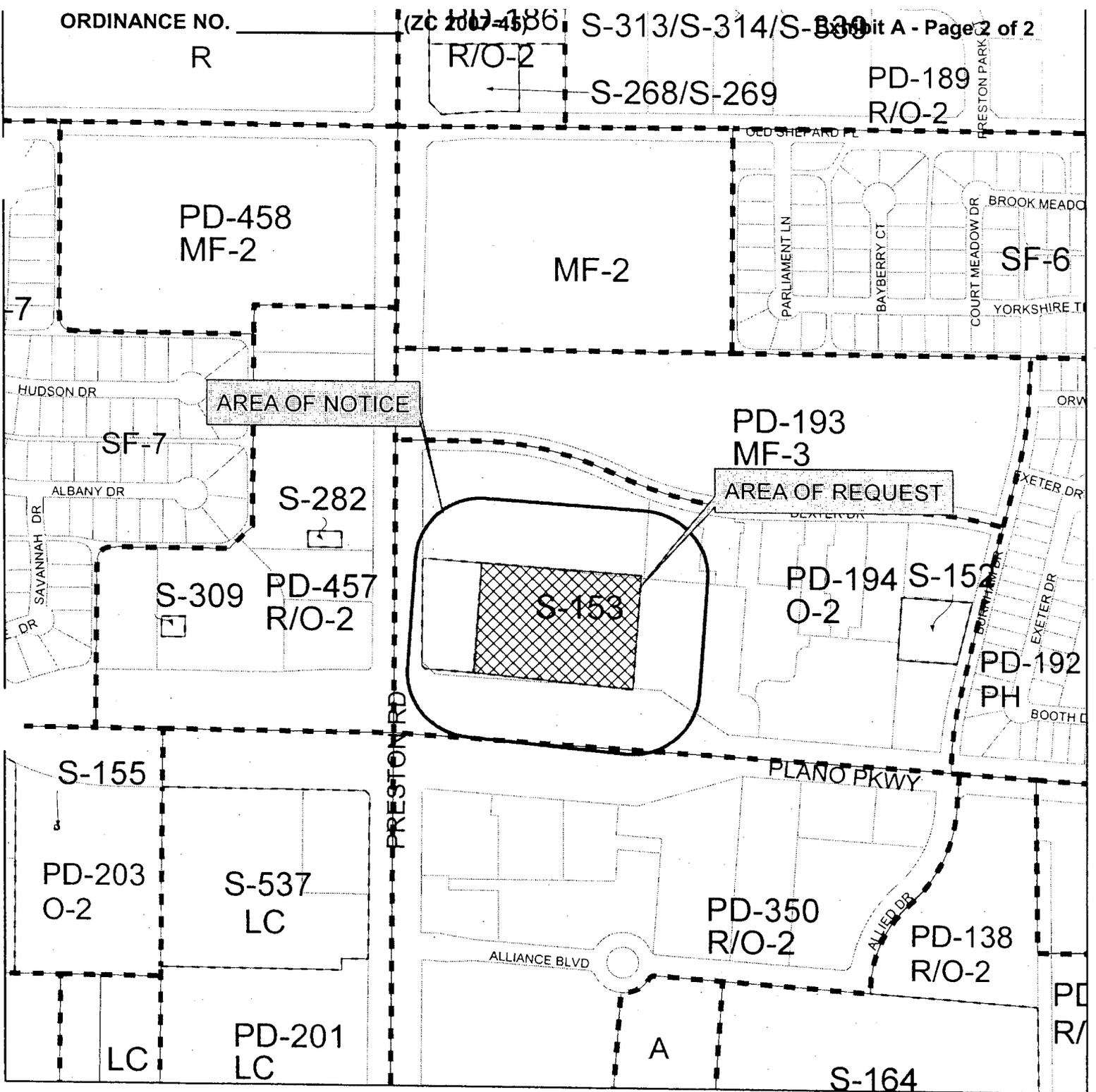
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

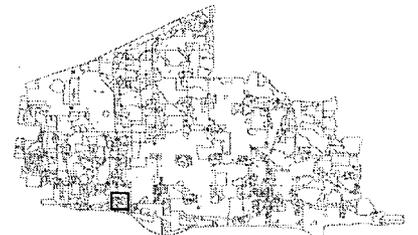
EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1, Block A, Preston Pointe Courtyard, an addition to the City of Plano, Collin County, Texas.



Zoning Case #: 2007-45

Existing Zoning: PLANNED DEVELOPMENT-194-GENERAL OFFICE
w/SPECIFIC USE PERMIT #153



12-8

○ 200' Notification Buffer

DATE: October 16, 2007
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of October 15, 2007

**AGENDA ITEM NO. 13 - PUBLIC HEARING
ZONING CASE 2007-46
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #154 for Private Club on one lot on 0.1± acre located on the east side of U.S. Highway 75, 794± feet north of Plano Parkway. Zoned Corridor Commercial.

APPROVED: 6-0 **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: November 12, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dw

xc: City of Plano

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 15, 2007

Agenda Item No. 13

Public Hearing: Zoning Case 2007-46

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #154 for Private Club on one lot on 0.1± acre located on the east side of U.S. Highway 75, 794± feet north of Plano Parkway. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #154 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

El Fenix with SUP #154 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

13-2

ORDINANCE NO. _____
(Zoning Case 2007-46)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 89-1-15; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 154 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE SAMUEL KLEPPER SURVEY, ABSTRACT NO. 216, LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 75, 794± FEET NORTH OF PLANO PARKWAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 12th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 154 for the additional use of Private Club on one lot on 0.1± acre of land out of the Samuel Klepper Survey, Abstract No. 216, located on the east side of U.S. Highway 75, 794± feet north of Plano Parkway in the City of Plano, Collin County, Texas; 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 12th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 154 for the additional use of Private Club 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. Ordinance No. 89-1-15, duly passed and approved by the City Council of the City of Plano, Texas, on January 23, 1989, granting Specific Use Permit No. 154 for the additional use of Private Club on one lot on 0.1± acre of land out of the Samuel Klepper Survey, Abstract No. 216, located on the east side of U.S. Highway 75, 794± feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 154 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 154 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and 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 12TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

136

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Samuel Klepper Survey, Abstract No. 216, City of Plano, Collin County, Texas, said tract also being a part of Lot One, Block A of the Stalker Subdivision, an addition to the City of Plano, Texas, as recorded in Cabinet G, Page 295 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1" iron rod at the intersection of the East right-of-way line of U.S. Highway 75 and the Northern boundary of the aforementioned Stalker Subdivision; THENCE South $03^{\circ} 59' 16''$ East, along said East right-of-way line of U.S. Highway 75, a distance of 49.68 feet to a point for corner; THENCE North $86^{\circ} 00' 44''$ East, a distance of 80.00 feet to the POINT OF BEGINNING;

THENCE due East, a distance of 70.17 feet to a point for corner;

THENCE South $03^{\circ} 59' 16''$ East, a distance of 42.77 feet to a point for corner;

THENCE South $48^{\circ} 59' 16''$ East, a distance of 8.24 feet to a point for corner;

THENCE South $41^{\circ} 00' 44''$ West, a distance of 78.00 feet to a point for corner;

THENCE North $48^{\circ} 59' 16''$ West, a distance of 29.23 feet to a point for corner;

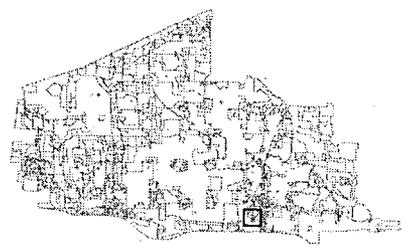
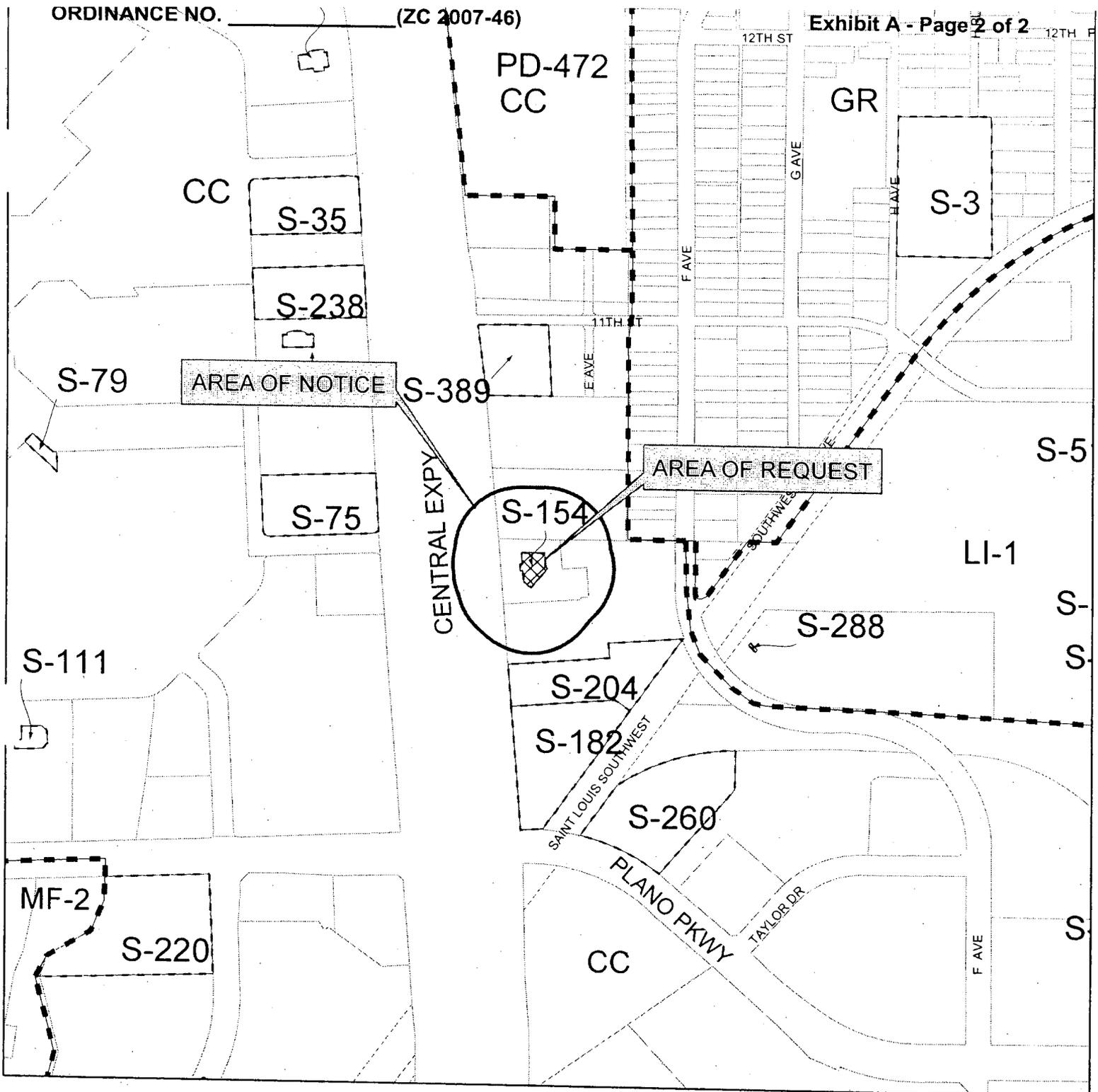
THENCE North $03^{\circ} 59' 16''$ West, a distance of 33.02 feet to a point for corner;

THENCE South $86^{\circ} 00' 44''$ West, a distance of 8.00 feet to a point for corner;

THENCE North $03^{\circ} 59' 16''$ West, a distance of 18.58 feet to a point for corner;

THENCE North $86^{\circ} 00' 44''$ East, a distance of 8.00 feet to a point for corner;

THENCE North $03^{\circ} 59' 16''$ West, a distance of 36.36 feet to the POINT OF BEGINNING and CONTAINING 6,186 square feet or 0.1420 acres of land.



Zoning Case #: 2007-46

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #154



13-8

○ 200' Notification Buffer



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	11/12/07	Reviewed by Legal <i>W</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager		Initials	Date
Department Head	Thomas Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	11/5/07
Agenda Coordinator (include phone #): Kristy Land x5175				
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, CASTING ITS BALLOT FOR THE ELECTION OF MEMBERS TO THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS UNDER THE PROVISION OF THE PROPERTY TAX CODE; AUTHORIZING THE MAYOR TO EXECUTE THE BALLOT FOR AND ON BEHALF OF THE CITY OF PLANO; 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 CITY COUNCIL OF THE CITY OF PLANO, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF MEMBERS TO THE COLLIN COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS UNDER THE PROVISION OF THE PROPERTY TAX CODE; AUTHORIZING THE MAYOR TO EXECUTE THE BALLOT FOR AND ON BEHALF OF THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Property Tax Code provides a taxing jurisdiction may cast its ballot for members to the Collin County Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, the City Council of the City of Plano, Texas, has deliberated on these matters and selected the person to whom it wishes to vote.

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

Section I. The City Council authorizes Mayor Pat Evans to cast the ballot for the City of Plano as follows:

Section II. The official ballot of the Central Appraisal District of Collin County is attached hereto and made a part hereof Exhibit "A."

Section III. This resolution shall become effective immediately upon its passage, and a certified copy shall be delivered to the Chief Appraiser prior to December 15, 2007.

DULY PASSED AND APPROVED THIS THE 12th DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

14-2
RESAPPR



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: **City of Plano**

NUMBER OF VOTES: **357**

FOR: **BOARD OF DIRECTORS, CENTRAL APPRAISAL DISTRICT OF COLLIN COUNTY.**

KEVIN ANDERSON	_____	VOTES
RONALD CARLISLE	_____	VOTES
DR. LEO FITZGERALD	_____	VOTES
WES HENDRICKS	_____	VOTES
GEORGE JAMES	_____	VOTES
LINDA LISLE	_____	VOTES
MIKE MASSEY	_____	VOTES
WAYNE MAYO	_____	VOTES
WILLIAM H. MORFORD	_____	VOTES
WAYNE NABORS	_____	VOTES
JIM OLK	_____	VOTES
GARY RODENBAUGH	_____	VOTES
LEE WARREN	_____	VOTES
ROY WILSHIRE	_____	VOTES
DOUG ZODOW	_____	VOTES

OCTOBER 19, 2007

Jimmie C. Honea, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the Chief Appraiser, at 250 W. Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2007.

14-3

2008-2009
CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

KEVIN ANDERSON	Nominated by the City of Anna.
RONALD CARLISLE	Is a current board member and has served since 1/94. Nominated by Frisco ISD, City of Frisco and McKinney ISD.
DR. LEO FITZGERALD	Is a current board member and has served since the beginning of the Appraisal District, 1/80. Nominated by Plano ISD and McKinney ISD.
WES HENDRICKS	Nominated by the City of McKinney.
GEORGE JAMES	Nominated by the City of Melissa.
LINDA LISLE	Nominated by the City of Melissa.
MIKE MASSEY	Nominated by the City of McKinney.
WAYNE MAYO	Is a current board member and has served since 1/98. Nominated by the City of Richardson, City of Murphy, City of Parker and McKinney ISD.
WILLIAM H. MORFORD	Nominated by the City of Melissa.
WAYNE NABORS	Nominated by the City of Celina.
JIM OLK	Nominated by the City of Lucas.
GARY RODENBAUGH	Is a current board member and has served since 1/01. Nominated by the City of Allen, Allen ISD, and McKinney ISD.
LEE WARREN	Nominated by the City of Farmersville.
ROY WILSHIRE	Is a current board member and has served since 01/03. Nominated by the City of Plano and McKinney ISD.
DOUG ZODOW	Nominated by the City of Melissa.

14-4



Collin Central Appraisal District

October 19, 2007

Thomas Muehlenbeck, City Manager
City of Plano
P. O. Box 860358
Plano, TX 75086

Dear Mr. Muehlenbeck:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Central Appraisal District of Collin County. The candidates are listed alphabetically by their last name.

Each voting unit must vote in open meeting, report its vote by written resolution, and submit it to the chief appraiser before December 15, 2007. Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the Chief Appraiser may not count votes for someone not listed on the official ballot.

Sincerely,

A handwritten signature in cursive script that reads "Jimmie C. Honea".

Jimmie C. Honea
Chief Appraiser

JCH/mlr

Enclosure

OCT 22 2007

14-5



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	11/12/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager		Initials	Date
Department Head	Thomas Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	11/5/07
Agenda Coordinator (include phone #): Kristy Land x5175				
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, CASTING ITS BALLOT FOR THE ELECTION OF MEMBERS TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS UNDER THE PROVISION OF THE PROPERTY TAX CODE; AUTHORIZING THE MAYOR TO EXECUTE THE BALLOT FOR AND ON BEHALF OF THE CITY OF PLANO; 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		

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF MEMBERS TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS UNDER THE PROVISION OF THE PROPERTY TAX CODE; AUTHORIZING THE MAYOR TO EXECUTE THE BALLOT FOR AND ON BEHALF OF THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Property Tax Code provides a taxing jurisdiction may cast its ballot for members to the Denton Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, the City Council of the City of Plano, Texas, has deliberated on these matters and selected the person to whom it wishes to vote.

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

Section I. The City Council authorizes Mayor Pat Evans to cast the ballot for the City of Plano as follows:

Section II. The official ballot of the Central Appraisal District of Denton County is attached hereto and made a part hereof Exhibit "A."

Section III. This resolution shall become effective immediately upon its passage, and a certified copy shall be delivered to the Chief Appraiser prior to December 15, 2007.

DULY PASSED AND APPROVED THIS THE 12th DAY OF NOVEMBER, 2007.

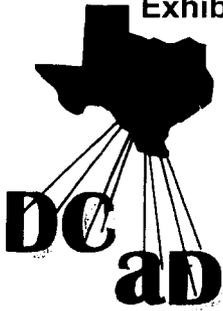
Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



DENTON CENTRAL APPRAISAL DISTRICT
3911 MORSE STREET, P O BOX 2816
 DENTON, TEXAS 76202-2816
 WWW.DENTONCAD.COM

MEMO

OCT 25 2008

TO: All Taxing Jurisdictions
 FROM: Joe Rogers
 DATE: October 23, 2007
 SUBJECT: Candidates to Board of Directors of Denton Central Appraisal District

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser by December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Board of Directors.

The candidates nominated by the taxing jurisdictions are:

- | | | |
|-----|------------------|--|
| 1. | Lee A. Baker | City of Lewisville, Town of Flower Mound, Lewisville ISD |
| 2. | Karen Clarke | Town of Hickory Creek |
| 3. | Richard Dupree | Town of Hickory Creek |
| 4. | Pearl Ford | Town Of Trophy Club, Northwest ISD |
| 5. | Doug Killough | City of Lewisville, Lewisville ISD |
| 6. | Steve Mossman | Denton County |
| 7. | Pearly Simpson | City of Pilot Point |
| 8. | Jack Sprague | Town of Hickory Creek |
| 9. | Suzy Sprague | Town of Hickory Creek |
| 10. | Charles Stafford | Denton ISD, City of Denton |
| 11. | Rick Woolfolk | Denton ISD, City of Denton |

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Kathy Williams at (940) 349-3974 for clarification and/or information.

15-3

DENTON CENTRAL APPRAISAL DISTRICT
2007 DISTRIBUTION OF VOTES

<u>JURISDICTIONS</u>	<u>2006 ADJUSTED LEVY</u>	<u>%OF TOTAL LEVIES</u>	<u>NUMBER OF VOTES</u>
SCHOOL DISTRICTS:			
S01 ARGYLE ISD.....	\$13,938,832.13	1.387%	69
S02 AUBREY ISD.....	\$7,132,299.48	0.710%	35
S05 DENTON ISD.....	\$135,035,952.05	13.437%	673
S07 KRUM ISD.....	\$10,892,550.09	1.084%	54
S08 LAKE DALLAS ISD.....	\$20,470,954.38	2.037%	102
S09 LEWISVILLE ISD.....	\$319,623,115.58	31.805%	1589
S10 LITTLE ELM ISD.....	\$22,248,845.78	2.214%	111
S11 NORTHWEST ISD.....	\$57,704,374.69	5.742%	285
S12 PILOT POINT ISD.....	\$5,980,957.72	0.595%	30
S13 PONDER ISD.....	\$12,593,619.21	1.253%	63
S14 SANGER ISD.....	\$10,469,093.36	1.042%	52
S03 CAROLLTON-FARMERS BRANCH	\$44,201,153.00	4.398%	218
S04 CELINA ISD	\$232,115.88	0.023%	1
S15 ERA ISD	\$3,813.00	0.000%	1
S06 FRISCO ISD	\$45,752,365.87	4.553%	227
S17 PROSPER ISD	\$576,857.30	0.057%	3
S16 SLIDELL ISD	\$374,414.90	0.037%	2
SCHOOL DISTRICTS TOTALS			
	<u>\$707,231,314.42</u>	<u>70.374%</u>	<u>3515</u>
G01 DENTON COUNTY			
	<u>\$101,528,025.23</u>	<u>10.103%</u>	<u>504</u>
CITIES:			
C26 TOWN OF ARGYLE.....	\$1,225,812.85	0.122%	6
C01 CITY OF AUBREY.....	\$556,838.62	0.055%	3
C31 TOWN OF BARTONVILLE..	\$341,174.71	0.034%	2
C42 CITY OF DISH	\$62,413.33	0.006%	1
C03 CITY OF THE COLONY...	\$13,437,472.64	1.337%	67
C04 CITY OF CORINTH.....	\$7,189,974.70	0.715%	36
C27 TOWN OF COPPER CANYON	\$243,110.02	0.024%	1
C05 CITY OF DENTON.....	\$34,271,158.47	3.410%	170
C30 TOWN OF DOUBLE OAK...	\$613,982.39	0.061%	3
C07 TOWN OF FLOWER MOUND.	\$25,287,327.02	2.516%	125
C22 TOWN OF HACKBERRY....	\$66,010.00	0.007%	1
C19 TOWN OF HICKORY CREEK	\$978,629.57	0.097%	5
C08 CITY OF HIGHLAND VILLAGE	\$7,633,933.20	0.760%	38
C09 CITY OF JUSTIN.....	\$732,652.27	0.073%	4
C18 CITY OF KRUGERVILLE..	\$199,203.04	0.020%	1
C10 CITY OF KRUM.....	\$855,046.35	0.085%	4
C11 CITY OF LAKE DALLAS..	\$1,944,616.07	0.194%	10
C25 CITY OF LAKEWOOD VILLAGE	\$142,724.66	0.014%	1
C12 CITY OF LEWISVILLE..	\$26,507,069.46	2.638%	132
C13 TOWN OF LITTLE ELM...	\$5,542,328.80	0.551%	28
C23 TOWN OF MARSHALL CREK	\$44,962.94	0.004%	1
C33 TOWN OF NORTHLAKE....	\$354,183.57	0.035%	2
C24 CITY OF OAK POINT....	\$1,203,822.92	0.120%	6
C14 CITY OF PILOT POINT..	\$1,057,382.25	0.105%	5
C15 TOWN OF PONDER.....	\$317,810.58	0.032%	2
C17 CITY OF ROANOKE.....	\$3,555,431.81	0.354%	18
C16 CITY OF SANGER.....	\$2,009,937.89	0.200%	10
C34 TOWN OF SHADY SHORES	\$559,054.66	0.056%	3
C28 CITY OF TROPHY CLUB..	\$2,592,468.33	0.258%	13
C02 CITY OF CAROLLTON	\$25,809,977.00	2.568%	128
CITY OF CELINA	\$124.71	0.000%	1
C21 CITY OF COPPELL	\$368,092.00	0.037%	2
C20 CITY OF DALLAS	\$6,523,123.00	0.649%	32
C36 CITY OF FORT WORTH	\$4,057,258.48	0.404%	20
C32 CITY OF FRISCO	\$15,700,243.27	1.562%	78
C39 CITY OF GRAPEVINE	\$1,000.83	0.000%	1
C38 CITY OF HASLET	\$226.00	0.000%	1
C29 CITY OF PLANO	\$3,758,562.07	0.374%	19
TOWN OF PROSPER	\$788.15	0.000%	1
C37 CITY OF SOUTHLAKE	\$452,897.20	0.045%	2
	<u>\$196,198,825.84</u>	<u>19.523%</u>	<u>981</u>
	<u>\$1,004,958,165.49</u>	<u>100.000%</u>	<u>5000</u>

154