

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON AUGUST 10, 2009, FOLLOWED BY PRELIMINARY OPEN MEETING 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 | | |
| II. | Litigation | Wetherbee | 10 min. |
| | A. Ash Grove Texas L.P. v. City of Plano | | |
| | B. Recovery of Funds from Plano International Preschool | | |
| III. | Personnel | Council | 10 min. |
| | <u>Reappointments:</u>
Planning and Zoning Commission | | |
| IV. | Economic Development | Muehlenbeck | 10 min. |
| | A. Discuss a financial offer or other incentive to a business prospect to locate, stay, or expand in Plano and consider any commercial and financial information from the business prospect. | | |

PRELIMINARY OPEN MEETING

- | | | | |
|----|--|---------|--------|
| I. | Consideration and action resulting from Executive Session discussion: Personnel
<u>Reappointments: Planning and Zoning Commission</u> | Council | 5 min. |
|----|--|---------|--------|

II.	Personnel	Council	15 min
	<u>Reappointments:</u> Public Arts Committee Senior Citizens Advisory Board		
	<u>Appointments</u> Retirement Security Plan Committee		
III.	“Plano First” Program	Brad Shanklin	10 min
IV.	Department Report - Sustainability	Nevil	10 min
V.	Consideration of 2010 City Council Meeting Dates	Muehlenbeck	5 min
VI.	Council items for discussion/action on future agendas	Council	5 min.
VII.	Consent and Regular Agenda	Council	5 min.

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

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



CITY COUNCIL

1520 AVENUE K

DATE: August 10, 2009

CALL TO ORDER: 7:00 p.m.

INVOCATION: Rabbi Stefan Weinberg
Congregation Anshai Torah

PLEDGE OF ALLEGIANCE:

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Special Recognition: City of Plano Libraries – 2009 Achievement of Excellence Award</p> <p>Presentation: Battle of the Badges Trophy to the Plano Police Department</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>July 27, 2009 July 29, 2009</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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) Bid No. 2009-120-C for the Supply and Installation of Retro-Reflective Hot-Poured Thermoplastic Pavement Marking Material including Pavement Preparation and Sealer/Primer to A & M Maintenance Services, Inc. in the estimated annual amount of \$89,594 and authorizing the City Manager to execute all necessary documents. This will establish an annual contract with three optional one-year renewals.</p> <p>(c) Bid No. 2009-134-C for Installation of Ceramic and Acrylic Pavement Marking Buttons to A & M Maintenance Services, Inc. in the estimated annual amount of \$132,300 and authorizing the City Manager to execute all necessary documents. This will establish an annual contract with three optional one-year renewals.</p> <p>(d) CSP No. 2009-66-C for the Utility Bill Printing and Mailing Services to DataProse, Inc. in the amount of \$388,700 and authorizing the City Manager to execute all necessary documents. This is an annual contract with renewals.</p> <p>(e) Bid No. 2009-149-B for the construction of Plano Parkway – Midway Road to the West City Limits to McMahon Contracting, L.P. in the amount of \$1,002,848 for the Alternate 2 Bid for low nitrous oxide cement.</p> <p>Purchase from an Existing Contract</p> <p>(f) To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$75,000 from Midwest Tapes through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; authorizing the City Manager to execute all necessary documents.</p> <p>(g) To approve the purchase of two (2) Chevrolet ½ Ton Extended Cab Pickup Trucks, one (1) Chevrolet ¾ Ton Regular Pickup Truck and one (1) Chevrolet ¾ Ton Extended Cab with Lift-gate in the amount of \$96,245 from Caldwell Country Chevrolet through an existing contract/agreement with H-GAC Cooperative Purchase Program and authorizing the City Manager to execute any and all necessary documents (Bid No. VE03-06).</p> <p>(h) To approve the purchase from an existing contract/agreement authorizing expenditure for Annual VMWare Licensing software and support, in the amount of \$149,050, from INX, Inc., through an existing contract/agreement, with the Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-621)</p> <p><u>Adoption of Resolutions</u></p> <p>(i) To accept the Certified Appraisal Rolls for Fiscal Year 2009-10 for Collin County and Denton County, and providing an effective date.</p> <p>(j) To ratify expenditures and the terms and conditions of an Agreement by and between Alternative Service Concepts, LLC (ASC), a Delaware corporation and the City of Plano for Third Party Claim Services (a professional service); approving its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(k)	To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, for Intersection Improvements at McDermott Road and Robinson Road and repealing Resolution No. 2009-5-21(R); authorizing its execution by the City Manager; and providing an effective date.	
(l)	To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Denton County, Texas, for the widening of Marsh Lane from Parker Road to Hebron Parkway and Plano Parkway from the Western City Limits to Midway Road; authorizing its execution by the City Manager; and providing an effective date.	
(m)	To approve the Investment Portfolio Summary for the Quarter Ending June 30, 2009 and providing an effective date.	
<u>Adoption of Ordinances</u>		
(n)	To repeal Section 12-74. Maximum Limits on Specific Streets (b) State Highway 121, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances; adding a new Section 12-74. Maximum Limits on Specific Streets (b) State Highway 121, designating the south service road of the Sam Rayburn Tollway as State Highway 121; and providing a repealer clause, a severability clause, a savings clause, and an effective date.	
(o)	To transfer the sum of \$80,000 from the General Fund Unappropriated Fund Balance for Fiscal Year 2008-09 to the General Fund Operating Appropriation for the purpose of providing additional funding to meet the requirements of HB 55, 81 st Texas Legislature for the “Cell Phone Use Prohibited - Up to \$200 Fine” signs at school crossing zones; amending the budget of the City and Ordinance No. 2008-9-15, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.	
<u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u>		
<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>		
<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>		
(1)	Bid No. 2009-122-B for the Legacy Greenbelt Extension, Denbury to YMCA to Ratliff Hardscape, LTD in the amount of \$213,088. The project is for construction of a concrete recreational trail along White Rock Creek (Legacy Trail) from Tennyson Parkway north through the current YMCA property on the west side of the creek. (Tabled 7/27/09)	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	Discussion of Plano Convention Center Feasibility Study	
(3)	Discussion of the FY 2009-10 Proposed Community Investment Program	
(4)	Public Hearing on the FY 2009-10 Recommended Budget and the FY 2009-10 Proposed Community Investment Program (CIP). “This budget will raise more total property taxes than last year’s budget by \$2,991,076 or 2.5% and of that amount \$1,858,678 is tax revenue to be raised from new property added to the tax roll this year.”	
(5)	A Vote on a Proposal to Consider an Increase in Total Tax Revenue	
(6)	Public Hearing and Consideration of an Ordinance in Zoning Case 2009-12 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 600 so as to allow the additional use of a Winery on 0.1± acre of land located 240± feet west of Preston Road and 630± feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Planned Development-457-Retail/General Office; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Larry Epp	
(7)	Public Hearing and Consideration of an Ordinance in Zoning Case 2009-13 to amend Subsection 4.505 of Section 4.500 (Preston Road Overlay District), Subsection 4.605 of Section 4.600 (Dallas North Tollway Overlay District), Subsection 4.705 of Section 4.700 (190 Tollway/Plano Parkway Overlay District), Subsection 4.805 of Section 4.800 (State Highway 121 Overlay District), and Subsection 4.904 of Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to overhead electrical regulations; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano	
(8)	Staff Briefing on Public Safety Radio Replacement Project & RFP – Interoperability Issue	
(9)	Discussion and Direction Concerning Neighborhood Roundtable Meetings <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>	



Phil Dyer
Mayor

August 6, 2009

Harry LaRosiliere
Mayor Pro Tem

Lee Dunlap
Deputy Mayor Pro Tem

Mayor Phil Dyer
City Council Members
City of Plano
Plano, TX 75074

Pat Miner
Place 1

Honorable Mayor and City Council:

Ben Harris
Place 2

We will begin our meeting on Monday in Executive Session where we will receive legal advice and information on litigation from the City Attorney. Under Item III the Council will consider reappointments to the Planning and Zoning Commission and under Item IV potential economic development prospects may be discussed.

Mabrie Jackson
Place 3

Lissa Smith
Place 4

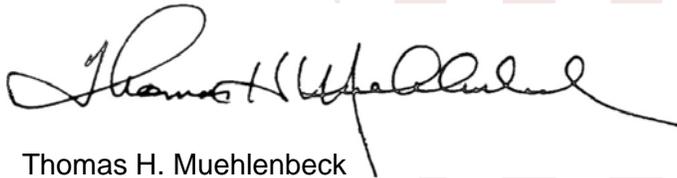
The Preliminary Open Meeting will begin with consideration of reappointments/ appointments to boards and commissions. The meeting will continue with a presentation on the "Plano First" Program, a Departmental Report from Sustainability and Consideration of 2010 City Council Meeting Dates.

Jean Callison
Place 7

I look forward to seeing you on Monday.

Thomas H. Muehlenbeck
City Manager

Sincerely yours,



Thomas H. Muehlenbeck

MEMO

DATE: August 6, 2009

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

FROM: Alice Snyder, Assistant City Secretary

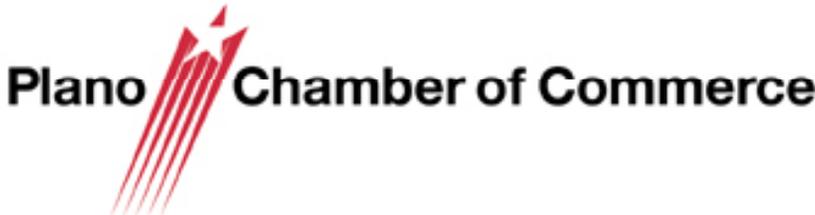
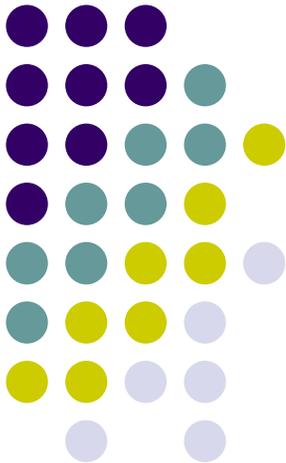
RE: Personnel Reappointments and Appointment
Executive and Worksession Meetings

The following reappointments and appointment will be considered at the August 10, 2009 Council Meeting.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<u>Reappointments:</u> Planning and Zoning Commission	<u>Reappointments:</u> Public Arts Committee Senior Citizens Advisory Board <u>Appointment:</u> Retirement Security Plan Committee

PlanoFirst

Presentation to the City Council
August 10, 2009





WHAT

- Plano First is focused on getting residents to shop, eat and play in Plano, spending their money...it makes cents!
- Redesign of Shop Plano that initially occurred more than 10 years ago
- Direction was focused to “shopping” in Plano



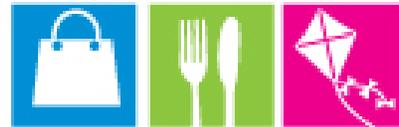
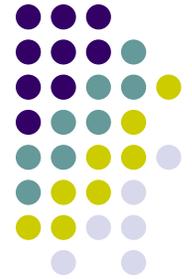
WHY

- Competition from surrounding communities
- Sales tax revenues down over past several years
- Strong desire to maintain high level of City services
- Critical for the economic viability of the retail/business community



HOW

- Initial launch as an awareness campaign
- Leverage the shopping traffic of tax-free weekend to create awareness
- Educate through various venues:
 - ❖ Billboards
 - ❖ Window clings
 - ❖ Utility stuffers
 - ❖ Educational flyers
 - ❖ Chamber Ambassador Blitzing
 - ❖ Community Events
 - ❖ Retail Partners
 - ❖ TV, print & radio media
- Major awareness push during Balloon Festival
- Series of awareness campaigns designed around seasonal activities

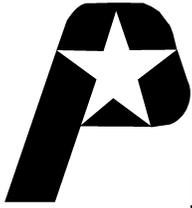


planofirst
it makes cents

Plano  Chamber of Commerce



Questions...?



*P.O. Box 860358
Plano, Texas 75086-0358
972-769-4264
Fax No. 972-769-4172*



MEMORANDUM

DATE: August 5, 2009

TO: Tom Muehlenbeck, City Manager

FROM: Nancy Nevil, Director of Sustainability & Environmental Services

SUBJECT: EECBG Grant Funds

The City of Plano is scheduled to receive \$2,545,400 in allocated AARA Energy Efficiency & Conservation Block Grant (EECBG) funds and made application for the use of this money on June 24, 2009. The Department of Energy (DOE) reviewed the application and, after receiving clarification on a few projects, has moved the application to the next step of the award process. The stated goal is to have a complete award by September 30, 2009.

The Sustainability & Environmental Services Department worked with Facilities, Parks, and Technology Services to submit the following projects:

1. Microturbine for Plano Municipal Center - \$466,000

Intent is to install a 1000 kW natural gas fired microturbine at the City of Plano's Municipal Center to act as a combined heat and power (CHP) plant. The CHP operation would allow the facilities to simultaneously generate electricity and heat on site, offsetting purchased electric costs and providing space heating and cooling.

The Municipal Center uses a 300 ton gas absorption chiller to cool the majority of the building, thus has a consistent annual net thermal energy base load. Microturbines offer reliable, highly efficient (up to 80% in contrast to 32-40% for fossil-fuel plants) and environmentally-friendly on-site power generation supplying both building electricity and thermal energy for heating.

The CHP microturbine will be more efficient (conservative 65%) than the existing chillers (35%) resulting in a natural gas consumption reduction of about 4200 MCF per year, saving about \$40,000. Collateral electrical generation would generate about 2.2M kWh/year, saving more than \$235,000 per year in purchased electricity costs. The microturbine electric output would be non-exporting, powering the facility only, and will reduce the grid demand.

The total cost of the microturbine is estimated at \$810,000 and the balance of \$344,000 will be funded from capital reserve.

2. PC Power Management Software - \$52,000

Purchase of software that shuts down the monitors on all desktops after a set time of inactivity. The ROI and payback will be \$16,000 in year 1, \$56,000 in year 2 and \$63,000 in year 3 for a savings of \$182,000. The average ROI over 3 years is 83.3% and the simple payback period is 8.7 months.

3. Replace Parking Lot Lighting with LED - \$100,000

The project will replace low wattage (250W or less) outdoor parking lot and security lamps with LED replacements. The replacement of approximately 240 fixtures will reduce off-peak demand by 31 kW, annual consumption by 120,000 kWh, annual electrical costs by \$12,300 (2009 rates), and life time maintenance costs by about \$60,000. An added benefit to the LED replacement lamps is directional lighting, reducing the overspill and associated light pollution.

The City of Plano will fund \$150,000 of the total project for capital reserve.

4. Revolving Energy Loan Fund - \$500,000

Our Revolving Energy Loan (REL) fund will provide eligible residents and small businesses with low interest loans for energy efficiency upgrades and renewable energy to their homes and buildings. The Fund will be managed by the Sustainability Department and initially capitalized through EECBG funding. The fund's revolving loan mechanism will allow borrowers to repay loans through the stream of cost savings that will be realized from approved EERE projects.

Eligible measures include, but are not limited to: energy efficient lighting systems, high efficiency heating, ventilation and air conditioning systems, PV solar, and building shell improvements. Interest earned from loan repayments will be deposited into the Fund account and used to sustain the Fund. Funds will be distributed on a "first come – first served" basis, and term and interest levels may vary over time. Additionally, we will help participants access incentives offered through the local utility Home Performance with Energy Star Program.

The Loan Fund Program proposes the following series of steps to ensure accountability:

1. Project is submitted by application and initially approved by city staff.
2. Initial building assessment is completed and signed by an auditor.
3. Loan repayment amounts and schedules are verified and agreed upon.
4. Project is approved and monitored by on-site visits.
5. Loan repayment begins.

At an average of \$7000 per loan, we expect to complete 64 projects in a two-year period.

5. Solar Water Heater for Environmental Education Building - \$8,000

Intent is to incorporate a solar water heater in the City of Plano's Environmental Educational Center project. The water heater will also serve as a demonstration of technology available to residents.

The project will consist of collector panels, pumps, valves, piping and associated controls necessary to provide 100% of domestic hot water requirements for the building occupants.

6. Solar Refrigeration for Plano Community Garden and Household Chemical Reuse Center - \$7,400

The Plano Community Garden (PCG) will utilize a photovoltaic solar structure to generate electricity to power a refrigerator at the Reuse Center. Currently the PCG Program has no refrigeration. This has been problematic during hot summer months, especially, when harvest is bountiful, and there is a wait time between harvesting crops and delivery to the local food banks. Refrigeration to keep produce from spoiling during this wait period is needed.

We propose adding 1.1 kW PV solar panels and a new Energy Star refrigerator to the Reuse Center where it will be housed.

7. E85 Fuel Station - \$100,000

Funds will be used to procure a skid-mounted E85 fuel station to increase fleet use of ethanol. The City currently has 98 flex-fuel vehicles that could utilize the station.

8. Energy Efficiency Improvement Rebate and Inspection Program - \$425,000

The goals of the Energy Efficiency Improvement Rebate and Inspection Program are to:

1) encourage installation of residential energy efficiency upgrades throughout the City of Plano (COP); 2) promote participation in home energy audits before making energy efficiency upgrades; 3) encourage residents to select energy efficiency upgrades that will result in highest energy savings; and 4) demonstrate total energy savings as a City.

A program coordinator will administer the program, develop and launch marketing, answer questions, identify partnering energy audit companies, facilitate communication with COP Building Inspectors, and coordinate the processing of rebate application review and payments.

Rebate Amounts: Rebates will cover 15% of the cost of certain improvements - up to a maximum rebate of \$1575 per household. Funds will be distributed on a first-come, first-serve basis until funds are exhausted. Minimum rebate is \$100.

Rebate Process: The COP will partner with designated companies to offer free home energy audits. The partnering energy auditors will provide recommendations and cost estimates for home energy improvements, along with expected rebates to the resident. The resident will submit the energy audit and bid estimates to the COP for review, and get approval on the proposed work. After approval, the resident arranges to have the work completed. The COP will only pay rebates for work performed by a partnering company.

The partnering company arranges for a final inspection to be done by COP Building Inspectors. After the COP inspects the completed work, the resident signs the final inspection report and pays for services. Residents will submit copies of required completed paperwork, receipts for completed work, and inspection report to the COP Energy Efficiency Improvement Rebate program. After processing of completed paperwork, a rebate check will be sent to resident within 2-4 weeks.

Qualified Purchases: Residential upgrades or replacements that are considered energy efficient, including but not limited to: Energy Star appliances; air conditioners or heat pumps (14 SEER and above); additional attic insulation; solar screens/solar film; attic radiant barrier/reflective material; duct repair; replacement and sealing; low-e windows; caulking and weather-stripping.

Eligibility Requirements and Guidelines:

- a. must be a Plano resident;
- b. only one application per household;
- c. residential dwellings only;

9. PV Solar Parking Canopy - \$327,000

Project will construct a new parking canopy using solar photovoltaic panels.

Structure will cover about 30 parking spaces and generate 39 kW of renewable electricity (51 kW DC), reducing peak demand, saving more than 93,000 kWh and \$9,800 per year.

The structure would have the added benefit of reducing the heat island effect of an existing parking lot and all electricity generated will be used by city-owned buildings.

This project qualifies for a rebate from Texas utility Oncor.

10. Building Code Enhancement and Training - \$30,000

Project will include training on ICC -700 Green Building Standard for “green” practices that can be incorporated into new homes, including high-rise multifamily buildings, home remodeling and additions, hotels and motels, and the site upon which the green homes are located. Study will also include 2009 ICC Energy Code and review of code amendments and implementation and enforcement of new energy code requirements.

11. Energy Improvements for Oak Point Visitor Center - \$290,000

Project will add 80 kW photovoltaic (PV) system to new construction (LEED Gold planned) project of a Parks and Recreation Visitor Center, and install triple pane windows.

The PV system will be designed to generate more than 110,000 kWh per year, saving almost \$12,000 in electrical costs. The array should be able to generate more than 90% of the building's electrical needs.

By using triple pane glazing instead of double pane glazing, about 25,000 kWh per year can be saved, along with \$2,900 savings in electric consumption.

12. Replace Aging Chillers with Energy Efficient Chillers - \$240,000

Project will replace inefficient 50-ton and 75-ton chillers at a municipal library with a single new 125-ton chiller, and replace a 90-ton chiller at the Plano Senior Citizen Center.

The new air-cooled oil-free chillers will have Energy Efficiency Ratings (EERs) of 19-20, replacing existing EERs of 9.34-9.4. This will save more than 336,000 kWh, and \$35,000 per year.

Please let me know if you have any questions regarding the EECBG application.

- c: Rod Hogan, Deputy City Manager
- Frank Turner, Deputy City Manager
- Mark Israelson, Assistant City Manager
- Alan Upchurch, Public Works & Engineering Director
- Amy Fortenberry, Parks & Recreation Director
- David Stephens, Technology Services Director
- Selso Mata, Chief Building Officer
- Jim Razinha, Facilities Manager



City Manager's Office
P.O. Box 860358
Plano, Texas 75086-0358
972-941-7121
Fax 972-461-6834
www.plano.gov

MEMORANDUM

DATE: August 10, 2009
TO: Mayor and Members of Council
FROM: Thomas H. Muehlenbeck, City Manager 
SUBJECT: Consideration of 2010 City Council Meeting Dates

The attached 2010 Council Meeting calendar is submitted for your consideration. One particular date, listed below, is submitted for your rescheduling consideration.

Please note P&Z Meetings are routinely scheduled in Council Chambers on the 1st and 3rd Mondays and thus, historically, Council Meetings have been rescheduled to Tuesday evenings to avoid further conflicts.

December 27th City Offices Closed for Christmas Day Observance
Suggested Reschedule Date: **Tuesday, December 28th**

THM/cp
Attachment



January 2010

SUN MON TUE WED THU FRI SAT

					1 New Year's Day	2
3	4	5 Exec Team	6	7	8	9
10	11 City Council Meeting	12	13	14	15	16
17	18 Martin Luther King Day	19 Exec Team	20	21	22	23
24	25 City Council Meeting	26	27	28	29	30
31						



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 7574

Phone: 972-941-7121
Fax: 972-423-9587
E-mail: cindyp@plano.gov

February 2010

SUN MON TUE WED THU FRI SAT

	1 Exec Team	2 Exec Team	3	4	5	6
7	8 City Council Meeting	9	10	11	12	13
14	15	16 Exec Team	17	18	19	20
21	22 City Council Meeting	23	24	25	26	27
28						



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 7574

Phone: 972-941-7121
Fax: 972-423-9587
E-mail: cindyp@plano.gov

March 2010

SUN MON TUE WED THU FRI SAT

	1	2 Exec Team	3	4	5	6
7	8 City Council Meeting	9	10	11	12	13 NLC
14	15	16 Exec Team	17	18	19	20
NLC Congressional City—Washington DC						
21	22 City Council Meeting	23	24	25	26	27
28	29	30	31			



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 7574

Phone: 972-941-7121
Fax: 972-423-9587
E-mail: cindyp@plano.gov

April 2010

SUN MON TUE WED THU FRI SAT

				1	2	3
4 Easter	5	6 Exec Team	7	8	9	10
11	12 City Council Meeting	13	14	15	16	17
18	19	20 Exec Team	21	22	23	24
25	26 City Council Meeting	27	28	29	30	



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 7574

Phone: 972-941-7121
Fax: 972-423-9587
E-mail: cindyp@plano.gov

May 2010

SUN MON TUE WED THU FRI SAT

						1
2	3	4 Exec Team	5	6	7	8
9	10 City Council Meeting	11	12	13	14	15
16	17	18 Exec Team	19	20	21	22
23	24 City Council Meeting	25	26	27	28	29
30	31 Memorial Day					



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 7574

Phone: 972-941-7121
Fax: 972-423-9587
E-mail: cindyp@plano.gov

June 2010

SUN MON TUE WED THU FRI SAT

		1	2	3	4	5
6	7	8 Exec Team	9	10	11	12
13	14 City Council Meeting	15	16	17	18	19
20	21	22 Exec Team	23	24	25 TCMA Conference Galveston	26
27 TCMA	28 City Council Meeting	29	30			



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 7574

Phone: 972-941-7121
Fax: 972-423-9587
E-mail: cindyp@plano.gov

July 2010

SUN MON TUE WED THU FRI SAT

				1	2	3
4 Independence Day	5 Independence Day Observed	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20 Exec Team	21	22	23	24
25	26 City Council Meeting	27	28 Budget City Council Meeting	29	30	31



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 75074

Phone: 972-941-7121
Fax: 972-423-9587
E-mail: cindyp@plano.gov

August 2010

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3 Exec Team	4	5	6	7
8	9 City Council Meeting	10	11	12	13	14
15	16	17 Exec Team	18	19	20	21
22	23 City Council Meeting	24	25	26	27	28
29	30	31				



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 75074

Phone: 972-941-7121
Fax: 972-423-9587
E-mail: cindyp@plano.gov

September 2010

SUN MON TUE WED THU FRI SAT

			1	2	3	4
5	6 Labor Day	7 Exec Team	8	9	10	11
12	13 City Council Meeting	14	15	16	17	18
19	20	21 Exec Team	22	23	24	25
26	27 City Council Meeting	28	29	30		



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 75074

Phone: 972-941-7121
Fax: 972-423-9587
E-mail:
cindyp@plano.gov

October 2010

SUN MON TUE WED THU FRI SAT

					1	2
3	4	5 Exec Team	6	7	8	9
10	11 City Council Meeting	12	13	14	15	16
17	18	19 Exec Team	20	21	22	23
ICMA Annual Conference San Jose/Santa Clara County, California						
24	25 City Council Meeting	26	27	28	29	30
			TML Annual Conference Corpus Christi			
31						



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 75074

Phone: 972-941-7121
Fax: 972-423-9587
E-mail:
cindyp@plano.gov

November 2010

SUN MON TUE WED THU FRI SAT

	1	2 Exec Team	3	4	5	6
7	8 City Council Meeting	9	10	11	12	13
14	15	16 Exec Team	17	18	19	20
21	22 City Council Meeting	23	24	25 Thanksgiving Holiday	26 Thanksgiving Holiday	27
28	29	30 NLC				



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 75074

Phone: 972-941-7121
Fax: 972-423-9587
E-mail: cindyp@plano.gov

December 2010

SUN MON TUE WED THU FRI SAT

			1	2	3	4
			NLC Congress of Cities—Denver			
5	6	7 Exec Team	8	9	10	11
12	13 City Council Meeting	14	15	16	17	18
19	20	21 Exec Team	22	23	24 Winter Holiday	25
26	27 Christmas Day Holiday Observed	28 Recommended City Council Meeting	29	30	31	



City Council Calendar

City Manager's Office
1520 K Avenue
Plano, TX 75074

Phone: 972-941-7121
Fax: 972-423-9587
E-mail:
cindyp@plano.gov

Discussion/Action Items for Future Council Agendas

August 15 – City Council Budget Worksession

August 22 – Boards and Commissions Reception, BITR, 2 p.m.

August 24

ACC Report (Quarterly)

Mobility Report

DART Report

Comprehensive Monthly Financial Report

August 27 – Boards and Commissions Reception, PSA StarCenter, 6 p.m.

September 7 – Labor Day Holiday

September 13 – 17, ICMA Conference, Montreal

September 10 – District 4 Roundtable, PSA StarCenter, 7 p.m.

September 14

City Council Adopts Budget, CIP and sets Tax Rate

Departmental Briefing – Parks and Recreation/Emergency Management

September 28

Mobility Report

DART Report

Comprehensive Monthly Financial Report

October 5 – City Council Office Hours – BITR – 6-7 p.m.

October 12

Departmental Briefing – Public Works/Engineering

October 13 – National Night Out

October 21-23, TML Conference, Ft. Worth

October 26

Mobility Report
DART Report
Comprehensive Monthly Financial Report

November 2 – City Council Office Hours – BITR – 6-7 p.m.

November 9

Departmental Briefing – Property Standards

November 10 – 14, NLC, San Antonio

November 23

ACC Report (Quarterly)
Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 7 – City Council Office Hours – BITR – 6-7 p.m.

December 10 – District 2 Roundtable, TMC, 7 p.m.

December 14

Departmental Briefing – Building Inspections

December 22

Mobility Report
DART Report
Comprehensive Monthly Financial Report



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing		
Council Meeting Date: 08/10/09		Budget		
Department: City Manager's Office		Legal		
Department Head: Tom Muehlenbeck		Assistant City Manager		
Dept Signature:		Deputy City Manager		
		City Manager	<i>[Signature]</i>	8/15/09
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Special Recognition: City of Plano Libraries - 2009 Achievement of Excellence Award				
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			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing		
Council Meeting Date:	08/10/09	Budget		
Department:	City Manager's Office	Legal		
Department Head	Tom Muehlenbech	Assistant City Manager		
Dept Signature:		Deputy City Manager	<i>[Signature]</i>	8/13/09
		City Manager		
Agenda Coordinator (include phone #): Sharon Wright X7107, Cindy Pierce X7121				
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 PRESENTATION OF TROPHY				
CAPTION				
Presentation: Battle of the Badges Trophy to the Plano Police Department				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
July 27, 2009**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 5:07 p.m., Monday, July 27, 2009, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; and to discuss Personnel, Section 551.074 and Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:07 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session: Personnel Reappointments

Arts of Collin County Commission Board of Directors

Upon a motion made by Council Member Callison and seconded by Council Member Smith, the Council voted 8-0 to reappoint Dr. Betty Muns.

Board of Adjustment

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Miner, the Council voted 8-0 to reappoint Carolyn Kalchthaler and Joe Wolens Milkes.

Building Standards Commission

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Harris, the Council voted 8-0 to reappoint Arthur Stone.

Heritage Commission

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Jackson, the Council voted 8-0 to reappoint Gregory Blair Carter and Karen Bellessa.

a-1

Planning and Zoning Commission

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to table consideration of reappointments at this time.

Personnel: Reappointments

Animal Shelter Advisory Committee

Upon a motion made by Council Member Miner and seconded by Council Member Jackson, the Council voted 8-0 to reappoint Elizabeth Ann Bodden, Amanda Earl and Sunny Ruth.

Civil Service Commission

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Callison the Council voted 8-0 to reappoint Robert J. Barraclough following City Manager Muehlenbeck's recommendation.

Community Relations Commission

Upon a motion made by Council Member Callison and seconded by Council Member Smith, the Council voted 8-0 to reappoint Shirley Aguilar, Mary Jane Ketcham and Richard Grady.

Cultural Affairs Commission

Upon a motion made by Council Member Callison and seconded by Deputy Mayor Pro Tem Dunlap, the Council voted 8-0 to reappoint Andrea Stroh and Margaret S.C. Tsai.

Library Advisory Board

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Harris, the Council voted 8-0 to reappoint Russ Kissick, Robert R. Marquardt and Erma J. Spencer.

Parks and Recreation Planning Board

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Miner, the Council voted 8-0 to reappoint Paul Jasina and Kayci Brooks Prince.

Plano Housing Authority

Upon a motion made by Council Member Callison and seconded by Council Member Harris, the Council voted 8-0 to reappoint Ernest Burke and Kathy D. Hines.

Public Arts Committee

Upon a motion made by Council Member Callison and seconded by Council Member Smith, the Council voted 8-0 to table consideration of reappointments at this time.

Retirement Security Plan Committee

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Callison, the Council voted 8-0 to reappoint John Kortenhaus thus confirming City Manager Muehlenbeck's recommendation.

Self Sufficiency Committee

Upon a motion made by Council Member Jackson and seconded by Council Member Smith, the Council voted 8-0 to reappoint Prissy Wisnewski, Stephen E. Vitasek, Kellie Hanford and Cathie Stanford Alexander.

a-2

Senior Citizens Advisory Board

Upon a motion made by Council Member Callison and seconded by Council Member Harris, the Council voted 8-0 to table consideration of reappointments at this time.

Tax Increment Financing District #2 Board

Upon a motion made by Council Member Miner and seconded by Deputy Mayor Pro Tem Dunlap, the Council voted 8-0 to reappoint those expressing interest in the board (leaving two vacancies). Council Member Miner brought forward an amended motion to reappoint Pat Miner, Russell G. Coolik, Shawn Gay, Chris Hatcher, Alan Johnson and James F. Schell (leaving three vacancies). The Council voted 8-0 and the motion carried.

Mobility Report

Transportation Engineering Manager Neal spoke to efforts to move forward on work to complete the traffic signal at Robinson Road/McDermott Drive and advised Council Member Jackson that installation will be complete by December 2009. He spoke regarding the relocation of traffic at U.S. 75/Parker Road to continue for approximately five months and advised that the signal at Midway Road/McKamy Trail has declined in priority ranking.

Mr. Neal spoke to Council consideration of signals in 2002-03 and options including fixed-time operations, actuated where signals remain in a particular state until a car is present, progression with all actuated locations combined to communicate to one another, and adaptive which looks at the system. He advised that in 2003, the direction was to utilize progression strategies but that calls are received from citizens waiting on side streets. Mr. Neal reviewed strategies of other cities including consideration of land use and traffic volume changes, high priority arterials, and high crash locations. He spoke to review of current issues including side street delay, excessive main street stops, mid-day congestion and spoke regarding a grant from COG to consider mid-day traffic. Mr. Neal spoke to looking to future planning via system development and challenges of staying responsive to citizen suggestions, coordinating with surrounding cities, and minimizing traffic delay while addressing fuel usage, pollution and vehicle stops. He spoke to identifying future needs and implementation of advanced traffic signal technologies.

Mr. Neal responded to Council Member Jackson regarding the difficulties associated with changing some signals to a flashing operation during mid-day. Ms. Jackson spoke regarding the San Simeon Way/Independence Parkway location. Mr. Neal responded to Council Member Miner, advising that software upgrades for traffic modeling are purchased by the City. Mayor Dyer spoke to a 6:30 a.m. time for cycling to begin.

Comprehensive Monthly Financial Report

Director of Finance Tacke provided the report for the month of June 2009 advising that the General Fund's percentage of budget is down slightly as compared to last year but that actual revenues are up \$2.8 million due to an increase in ad valorem taxes. She spoke to the decline in sales tax, building permits, and sustainability revenue with the Water/Sewer Fund's percentage of budget down and actual revenues up \$6 million. Ms. Tacke advised that the General Fund is reflecting a greater reliance on ad valorem taxes. She spoke to the increase in expenditures related to personnel costs and the funding of post-employment benefits and the increase in Water/Sewer expenditures due to payments to the North Texas Municipal Water District. Ms. Tacke spoke to the increase in unemployment rates and responded she will provide the source of figures. She spoke to the Adjusted Price Index and Municipal Cost Index both remaining flat and City Manager Muehlenbeck advised Staff can review previous trends. Ms. Tacke spoke to the \$1.4 million audit adjustment, the projected decrease in taxable assessed values and addressed investment diversification and maturity.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agenda

Council Member Jackson and Citizen Richard Simmons requested Consent Agenda Item "D," Bid No. 2009-34-B for Preston Road at Legacy Drive Intersection Improvements to McMahon Contracting, LP, in the amount of \$1,292,753, be removed for individual consideration.

Mayor Dyer requested Consent Agenda Item "E," Rejection of Bid No. 2009-122-B for the Legacy Greenbelt Extension, Denbury to YMCA from all bidders be removed for individual consideration.

Staff requested Consent Agenda Item "Q," a resolution to approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas for intersection improvements at McDermott Road and Robinson Road be pulled from the agenda.

Council Member Jackson requested Consent Agenda Item "W," an ordinance to transfer the sum of \$183,610 from the General Fund Operating Appropriation for Fiscal Year 2008-09 to the Grant Fund Operating Appropriation to repay HUD be removed for individual consideration.

Council Member Jackson advised that she would be stepping down on Regular Agenda Item "8," a resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Enterprise Mobile, Inc., due to a possible conflict of interest.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 7:01 p.m.

Phil Dyer, Mayor

ATTEST

Diane Zucco, City Secretary

a-4

PLANO CITY COUNCIL
July 27, 2009

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer convened the Council into the Regular Session on Monday, July 27, 2009, at 7:12 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Father R. James Balint of Prince of Peace Catholic Community and the Pledge of Allegiance was led by Members from Cub Scout Pack 404 and Boy Scout Troop 404 of Prince of Peace Catholic Community.

Mayor Dyer presented Special Recognition to Ben Sater – All-Stars Among Us Winner and Corina Sadler – Outstanding New Volunteer Administrator. He received the Recognition of Designation for Pecan Hollow Golf Course as a Certified Audubon Cooperative Sanctuary and Recognition of an Award for Plano Arts Program presented at the Americans for the Arts Annual Convention. Mayor Dyer recognized Phyllis Jarrell, Director of Planning for 25 Years of Service.

Mayor Dyer presented a Certificate of Appreciation to Shelby Williams III for his service on the Self Sufficiency Committee.

COMMENTS OF PUBLIC INTEREST

Rick Baldelli representing the Historic Downtown Plano Association, spoke to plans for a *Taste of Downtown Plano* event to be held in October and work to be done with the City and Texas Alcoholic Beverage Commission to provide beverages at the event. City Manager Muehlenbeck advised that Staff would gather information.

CONSENT AGENDA

Council Member Jackson and Citizen Richard Simmons requested Consent Agenda Item “D” be removed for individual consideration.

2-5

Mayor Dyer requested Consent Agenda Item "E" be removed for individual consideration.

Staff requested Consent Agenda Item "Q" be pulled from the agenda.

Council Member Jackson requested Consent Agenda Item "W" be removed for individual consideration.

Council Member Jackson advised that she would be stepping down on Regular Agenda Item "8" due to a possible conflict of interest.

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

Approval of Minutes (Consent Agenda Item "A")
June 22, 2009

Approval of Expenditures

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

Bid No. 2009-133-B for 2008-09 Arterial Concrete Pavement Rehabilitation Project (Project No. 5982) – Enterprise Drive and Premier Drive to Smith Contracting Inc. in the amount of \$174,102. This project involves the repair of arterial concrete pavement on Enterprise Drive between Park Boulevard and Central Expressway and on Premier Drive between Enterprise Drive and Ruisseau Drive. (Consent Agenda Item "B")

Bid No. 2009-132-B for 2008-09 Arterial Concrete Pavement Rehab, Plano Parkway and Commerce Drive, Project No. 5975 to Advanced Paving Acquisitions LTD, dba Advanced Paving Company in the amount of \$530,551. This project involves the replacement of arterial street pavement, curb and gutter, sidewalk repair and barrier free ramp construction on Plano Parkway between Commerce Drive and K Avenue and on Commerce Drive between 15th Street and Plano Parkway. (Consent Agenda Item "C")

Purchase from an Existing Contract

To authorize the purchase and installation of 6780 Sun Storage, in the amount of \$154,940 from Sigma Solutions, Incorporated, through an existing contract/agreement with the Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-503) (Consent Agenda Item "F")

To approve the purchase of Materials Testing Services for Razor Road from Ohio Drive to S.H. 121, in the amount of \$55,422 from Terracon Consultants, Inc., through an existing contract (Number 2009-6-D), and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "G")

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

To approve an Engineering Contract by and between the City of Plano and Wier & Associates, Inc., in the amount of \$184,000 for the Cross Bend and Deerfield Culverts project, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "H")

a-6

Approval of Change Order

To Tiseo Paving Company increasing the contract by \$36,804 for the Independence Parkway Paving Improvements – McDermott Road to SH 121, Change Order No. 2 (Bid No. 2009-21-B). This is to modify the portion of pavement that falls inside and adjacent to the State Highway right of way so as to conform with the TxDOT specifications. This portion is located south of the intersection of Independence Parkway and SH 121. (Consent Agenda Item “I”)

Approval of Modification

To consider a Modification to the Substantial Amendment to the 2008-09 City of Plano Action Plan for the Community Development Block Grant Recovery Program. (Consent Agenda Item “J”)

Adoption of Resolutions

Resolution No. 2009-7-1(R): To authorize continued participation with the Atmos Cities Steering Committee; authorizing the payment of 2 cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2009-7-2(R): To ratify the additional expenditure of \$23,100 from the Buffington Community Services Fund to increase the number of meals delivered to at-risk Plano seniors and to increase the individual seniors being served weekday meals by 50 people; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2009-7-3(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow City of Murphy’s employees to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “M”)

Resolution No. 2009-7-4(R): To approve the terms and conditions of a Software Maintenance Agreement by and between the City of Plano and Northrop Grumman Information Technology, Inc., the sole source provider of the Records Management System and Automated Field Reporting System, in an amount not to exceed \$246,993; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “N”)

Resolution No. 2009-7-5(R): To ratify the Takeover Agreement by and between Liberty Mutual Insurance Company and the City of Plano for completion of Plano Centre Storage Expansion; approving its execution by the City Manager; and providing an effective date. (Consent Agenda Item “O”)

Resolution No. 2009-7-6(R): To approve the dedication of four tracts of land, a 0.371 acre tract, a 1.173 acre tract, a 1.302 acre tract, and a 3.575 acre tract, owned by the City of Plano, Texas designated as park property but not yet utilized as park for dedication as a public right-of-way for Chaparral Road, said tracts being situated in the Jeremiah Muncy Survey, Abstract No. 621 and the R.C. Whisenant Survey, Abstract No. 1012, in the City of Plano, Collin County, Texas, and providing an effective date. (Consent Agenda Item “P”)

To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, for Intersection Improvements at McDermott Road and Robinson Road; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “Q”) (Item pulled.)

a-7

Resolution No. 2009-7-7(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, concerning the Design and Right of Way Acquisitions for the Parker Road and US 75 Interchange and repealing Resolution No. 2004-9-25(R); authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "R")

Resolution No. 2009-7-8(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, for the Widening of Communications Parkway from Parker Road to Spring Creek Parkway and repealing Resolution No. 2009-3-6(R); authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "S")

Resolution No. 2009-7-9(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, for Ridgeview Drive Widening from Coit Road to Independence Parkway and repealing Resolution No. 2009-5-22(R); authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "T")

Adoption of Ordinances

Ordinance No. 2009-7-10: To approve a Negotiated Resolution between the Atmos Cities Steering Committee ("ACSC" or "Steering Committee") and Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company") regarding the Company's Rate Review Mechanism filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the Company to reimburse cities' reasonable ratemaking expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Atmos' Proof of Revenues; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the Company and the steering committee's legal counsel. (Consent Agenda Item "U")

Ordinance No. 2009-7-11: To amend Article I of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas to add certain definitions to Section 18-1 and adding Section 18-25 Downtown Collection Accommodation and rates to create accommodation for the collection of solid waste for specified downtown properties including a rate structure; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. (Consent Agenda Item "V")

Ordinance No. 2009-7-12: To amend Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to temporarily prohibit until February 1, 2010 the stopping, standing, or parking of motor vehicles on certain sections of Buckboard Drive and Windmill Lane, within the City limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "X")

END OF CONSENT

Bid No. 2009-34-B for Preston Road at Legacy Drive Intersection Improvements to McMahon Contracting, LP, in the amount of \$1,292,753. The project consists of construction to provide modified median left turn improvements at Preston Road and Legacy Drive. (Consent Agenda Item "D")

Transportation Engineering Manager Neal responded to Council Member Jackson, advising that the public will be notified of the changes in the roadway through a wide-ranging marketing strategy. Mayor Dyer spoke to possible interim steps that could be taken to improve traffic at the intersection.

a-8

Bid No. 2009-34-B (cont'd)

Director of Public Works and Engineering Upchurch advised that the project is funded 90% from economic stimulus monies with the remainder reimbursed by Collin County funding. He advised that TxDOT chose the project and if it proved unsuccessful there could be changes in markings and signs paid by the City to reconfigure. Mr. Upchurch advised against rejecting the project as it would result in a loss of stimulus monies.

A motion was made by Mayor Pro Tem LaRosiliere and seconded by Council Member Callison to approve Bid No. 2009-34-B for Preston Road at Legacy Drive Intersection Improvements. The Council voted 6-2 with Mayor Dyer and Council Member Jackson voting in opposition. The motion passed.

Rejection of Bid No. 2009-122-B for the Legacy Greenbelt Extension, Denbury to YMCA from all bidders. The project is for construction of concrete recreational trail along White Rock Creek (Legacy Trail) from Tennyson Parkway north through the current YMCA property on the west side of the creek. (Consent Agenda Item "E")

Director of Parks and Recreation Fortenberry spoke to unit pricing not provided by the low bidder and Staff's recommendation to reject and rebid the project. Mayor Dyer stated concern that other bidders will be impacted by the actions of one firm, spoke to preserving a sense of fairness in the process, and selecting the second lowest bidder. City Attorney Wetherbee advised that the item is presented as a rejection. The Council discussed having Staff bring forward alternatives.

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Jackson, the Council vote 8-0 to table consideration of Rejection of Bid No. 2009-122-B for the Legacy Greenbelt Extension until the August 10, 2009 Council meeting.

Ordinance No. 2009-7-13: To transfer the sum of \$183,610 from the General Fund Operating Appropriation for Fiscal Year 2008-09 to the Grant Fund Operating Appropriation to repay HUD for Plano International Preschool's failure to fully comply with the national objectives during the relevant periods; amending the budget of the City and Ordinance 2008-9-15, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item "W")

City Attorney Wetherbee responded to Council Member Jackson, stating that the City is obligated to spending in a particular manner and purpose and that one recipient did not meet objectives. She advised that the City rather than the individual is responsible and that failure to make payment may result in penalties

Upon a motion made by Council Member Jackson and seconded by Deputy Mayor Pro Tem Dunlap, the Council voted 8-0 to approve the transfer the sum of \$183,610 from the General Fund Operating Appropriation for Fiscal Year 2008-09 to the Grant Fund Operating Appropriation and further to adopt Ordinance No. 2009-7-13.

CSP No. 2009-90-B for the construction of the Environmental Education Complex – Project No. 5119, in the amount of \$1,185,314 to Turner Construction Company, and authorizing the City Manager to execute all necessary documents. (Regular Agenda Item "1")

Director of Sustainability Nevil spoke to the project, originally proposed in 2000, to provide enclosed building space for the environmental education program. She advised that the facility would be energy efficient and demonstrate renewable energy technology, include a "living" roof, interactive programming and the ability to increase activities for implementation in citizen's homes.

Q-9

CSP No. 2009-90-B (cont'd)

City Manager Muehlenbeck spoke to Water/Sewer funding for the building and to the operating cost of \$26,500 which will come from that fund as well. Ms. Nevil responded to Council Member Jackson regarding the large number of citizens who come to the site for education and the benefits to be derived. She advised that the level of education offered is much greater than that of the private sector and is presented to a wide age range. Ms. Nevil responded to Council Member Smith regarding the benefits of hands-on education. Facilities Manager Razhina advised that figures related to maintenance are conservatively high and that it is expected the building will be even more efficient in operation. Mayor Dyer spoke in support of the project but requested more detailed information regarding bid selection be provided in the future. Mr. Razhina spoke to the decision-making process and to this firm having the highest technical ability, lead experience and shortest time of project completion.

A motion was made by Mayor Pro Tem LaRosiliere and seconded by Council Member Jackson to approve CSP No. 2009-90-B for the construction of the Environmental Education Complex. The Council voted 7-1 with Council Member Smith voting in opposition. The motion passed.

To Rescind an Award for Median Right of Way Landscape Maintenance (Proposal #2009-94-C) (Regular Agenda Item "2")

Chief Purchasing Official Ryan defined the competitive proposal process in which cost and other factors provide areas of consideration to determine the best overall provider. He advised that in this case, evaluation was done by committee rather than individually and to Staff's recommendation to rescind the proposal and bring it back as bids of several project sizes. Mr. Ryan advised that the contract is one-year in length with renewals. Park Services Manager Fox spoke regarding landscape maintenance contracts being planned for eight month periods based on the growing cycle and stated that the contractors are authorized to proceed for each cycle. City Manager Muehlenbeck spoke to the slow-down in mowing of City building lawns. Ken Lambert, representing Texas, Tree and Turf, advised that his client is currently available, has provided excellent service to other areas of the City and is being impacted by a flaw in the process. Mr. Ryan advised the Council that consideration of these contracts are staggered throughout the year to lessen the impact on the Purchasing Department and spoke to including definition of the mowing season.

Upon a motion made by Council Member Jackson and seconded by Mayor Pro Tem LaRosiliere, the Council voted 8-0 to rescind an Award for Median Right of Way Landscape Maintenance.

Resolution No. 2009-7-14(R): To approve the terms and conditions of an Amendment to Tax Abatement Agreement by and between the City of Plano, Texas and The Shops at Legacy (North) LLC; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "3")

Director of Finance Tacke advised that this amendment revises the date of occupancy from August 1, 2009 to February 1, 2010.

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Jackson, the Council voted 8-0 to approve the terms and conditions of an Amendment to Tax Abatement Agreement by and between the City of Plano, Texas and The Shops at Legacy (North) LLC and further to adopt Resolution No. 2009-7-14(R).

Public Hearing and adoption of Ordinance No. 2009-7-15 to designate a certain area within the City of Plano as Reinvestment Zone No. 119 for a Tax Abatement consisting of a 14.36 acre tract of land located at the southwest corner of East Plano Parkway and Shiloh Road, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date. (Regular Agenda Item "4")

Director of Finance Tacke advised that if created, the abatement will be based on a value of not less than \$4.7 million in real property improvements and \$5.8 million in business personal property by December 31, 2009, and further stated that the abatement will be for ten years from January 1, 2010 through December 31, 2019 based on amounts equal to 50% for real property (saving \$11,177 annually) and 50% for business personal property (saving \$13,732 annually) at the current tax rate.

Mayor Dyer 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 Miner and seconded by Council Member Harris the Council voted 8-0 to designate an area within the City of Plano as Reinvestment Zone No. 119 for a Tax Abatement and further to adopt Ordinance No. 2009-7-15.

Resolution No. 2009-7-16(R): To approve the terms and conditions of an Agreement by and between the City of Plano, Texas, Lineage Power Corporation, a Nevada corporation, and Plano Tech Center Partners, Ltd., a Texas limited partnership; providing for a Real and Business Personal Property Tax Abatement, and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "5")

Director of Finance Tacke advised that the agreement provides for real property improvements to 100,000 square feet of space and runs for ten years based on 50% abatement for both business and personal property.

Upon a motion made by Council Member Callison and seconded by Council Member Smith, the Council voted 8-0 to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, Lineage Power Corporation, and Plano Tech Center Partners, Ltd. for a Real and Business Personal Property Tax Abatement, and further to adopt Resolution No. 2009-7-16(R).

Resolution No. 2009-7-17(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Lineage Power Corporation, a Nevada corporation; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "6")

Director of Finance Tacke advised that Lineage Power Corporation would occupy no less than 100,000 square feet of office space and retain, transfer or create 185 full-time jobs by September 1, 2009. She advised that the terms of the agreement run from September 1, 2009 – August 31, 2019 for a grant in the amount of \$277,500.

Upon a motion made by Council Member Harris and seconded by Council Member Miner, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Lineage Power Corporation, and further to adopt Resolution No. 2009-7-17(R).

A-11

Resolution No. 2009-7-18(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Atos Origin, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “7”)

Director of Finance Tacke advised that Atos Origin, Inc., would occupy no less than 12,000 square feet of office space and retain, transfer or create 34 full-time jobs by August 1, 2009. She advised that the terms of the agreement run from August 1, 2009 – July 31, 2013 for a grant in the amount of \$50,000.

Upon a motion made by Council Member Jackson and seconded by Council Member Harris, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Atos Origin, Inc., and further to adopt Resolution No. 2009-7-18(R).

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

Resolution No. 2009-7-19(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Enterprise Mobile, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “8”)

Director of Finance Tacke advised that Enterprise Mobile Inc. would occupy no less than 22,000 square feet of office space and retain, transfer or create 28 full-time jobs by October 1, 2009 with an additional 52 full-time jobs by December 31, 2010. She advised that the terms of the agreement run from October 1, 2009 – September 30, 2014 for a grant in the amount of \$64,000.

Upon a motion made by Council Member Callison and seconded by Mayor Pro Tem LaRosiliere, the Council voted 7-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Enterprise Mobile, Inc., and further to adopt Resolution No. 2009-7-19(R).

Council Member Jackson resumed her place at the bench.

Resolution No. 2009-7-20(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Publicis Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “9”)

Director of Finance Tacke advised that Publicis would occupy no less than 58,000 square feet of office space and retain, transfer or create 110 full-time jobs by February 1, 2010 with an additional 55 full-time jobs by September 1, 2010. She advised that the terms of the agreement run from February 1, 2010 – January 31, 2020 for a grant in the amount of \$110,000.

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Jackson, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Publicis Inc., and further to adopt Resolution No. 2009-7-20(R).

A-12

Mayor Dyer spoke to the next Council meeting to be held on July 29 when the budget will be presented. There being no further discussion, he adjourned the meeting at 8:49 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

A-13

**PLANO CITY COUNCIL
PRELIMINAR/REGULAR OPEN MEETING
July 29, 2009**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the Preliminary/Regular Open Meeting to order at 5:05 p.m., Wednesday, July 29, 2009, in the Council Chambers, 1520 K Avenue. All Council Members were present with the exception of Council Member Smith. The following matters were discussed:

Presentation of the 2009-2010 Recommended Budget and Proposed Community Investment Program (CIP) to the City Council

City Manager Muehlenbeck stated that the total recommended budget of \$405.5 million represents a decrease of \$2.3 million or .55% under the 2008-09 re-estimated budget and an increase of \$4.7 million, or 1.17% over the adopted budget and includes all major funds. He stated that the Community Investment Program totals \$112.8 million and includes over \$26 million in revenues from other governmental entities for joint venture street projects. He advised, as required by HB 3195, that this budget will raise more total property taxes than last year's budget by \$6,031,512 or 5.20%, and of that amount \$2,650,079 is tax revenue to be raised from new property added to the tax roll this year.

Mr. Muehlenbeck spoke to the Community Investment Program totaling \$112.8 million and including over \$26 million in revenues from other governmental entities for joint venture street projects. He advised that the City of Plano has an outstanding budget and financial forecasting process allowing it to weather the most challenging financial storm in recent history and to projections in March 2007 of an impending General Fund budget deficit beginning in FY 2008-09 of \$16 million. Mr. Muehlenbeck spoke to work resolving the deficit through increased fees for certain services and the elimination of 43 full-time positions and 7 part-time positions from the FY 2008-09 Operating Budget along with the implementation of a Core Business Matrix Process in the fall of 2008.

Mr. Muehlenbeck spoke to the financial forecast in March 2009 projecting a \$13.7 million General Fund budget deficit for FY 2009-10 and work done to identify \$10.4 million in reductions including elimination of 61 full-time employees and 9 part-time employees. He advised that these reductions were in addition to the positions previously eliminated from the FY 2008-09 Budget bringing the total amount of eliminated positions over the past two years to 104 full-time employees and 16 part-time positions.

Mr. Muehlenbeck stated that following reductions, the General Fund was still faced with a \$3.9 million budget shortfall and his recommendation of a tax rate increase of 1.51 cents to 48.86 cents per \$100 of assessed property value. He stated that with exclusion of the two-cent tax increase implementing the Economic Development Fund in 2006, the City of Plano has not raised its property tax rate since 1990 to fund general fund services or additional debt. Mr. Muehlenbeck advised that the increase includes a 1.35 cent increase for debt service to 16.02 cents and a 0.16 cent increase for operation and maintenance (O&M) to 32.84 cents and that the O&M increase is directly attributable to the loss of property value from the City's tax base. He stated that the debt service rate increase also results from a reduced tax base, increased debt costs from the issuance of tax notes for public safety projects and new general obligation debt. Mr. Muehlenbeck stated that of the 48.86 cent tax rate, two-cents is still solely dedicated for the Economic Development Incentive Program and spoke to the importance of working to entice commercial entities to Plano, providing economic development programs and working toward redevelopment for all areas of the City.

Mr. Muehlenbeck spoke to the decrease in property values with current information indicating the total assessed property value for 2009-10 is equal to \$25.5 billion and includes \$380.4 million of new property coming on-line. He advised that existing property values decreased by \$658.5 million or 2.55%, representing the largest existing property value loss experienced in the City of Plano since 1993. Mr. Muehlenbeck advised that the total change equals a decrease of \$278.0 million or 1.08% with average home value at \$249,679 (down from \$251,733) and spoke to Homestead, Disability and Over 65 Exemptions, and an ad valorem tax freeze on the residential homestead of citizens over 65 and disabled accounting for \$5.1 billion in assessed property value, or \$24.5 million in lost property tax revenue with \$765,884 lost due to the over 65 tax freeze. He spoke to the decline in sales tax revenues of \$8 million.

Mr. Muehlenbeck spoke to the revised financial forecast for 2010-11 with a \$24 million deficit and 2011-12 with a \$30.5 million deficit and plans to begin preparing for the 2010-11 Budget immediately following adoption of 2009-10 by updating and reviewing the Core Business Matrix and continuing to look for operating efficiencies and budget savings that can be realized in the future. He advised that despite the significant challenges faced in developing the FY 2009-10 Budget, the City has avoided severe service reductions and that the future challenge will be to reduce the budget without reducing the high quality of services citizens have come to expect.

Director of Budget Rhodes-Whitley spoke to requirements for 30 days of working capital and presentation of a balanced budget with a proposed \$1.51 increase to provide \$408,000 for operations and \$3.4 million for debt. She spoke to budget deficits projected in 2010-11 of \$24 million and 2011-12 of \$30.5 million.

Ms. Rhodes-Whitley spoke to budget reductions of \$10.4 million identified in March 2009 which include elimination of 61 full-time and 9 part-time positions. She spoke to the tax rate increase

a-15

needed due to the decrease in property values, sales tax, building and development related revenues and interest earning and its being the first since 1990 and its impact on the average homeowner of \$30.15. Ms. Rhodes-Whitley spoke to reductions taken including elimination of the school liaison program in middle schools, reduction of general operating expenses in the Parks Department, elimination of the fire demand ambulance and the employee tuition reimbursement program.

Ms. Rhodes-Whitley spoke to beginning the process of developing the 2010-11 budget on October 1 and the anticipated deficit of \$24 million (9.91 cents on the tax rate). She advised that the appraisal district anticipates a 5% loss in property value (totaling \$5.2 million in the tax base) and spoke regarding protests received this year on commercial properties. Ms. Rhodes-Whitley spoke to allocating 2.43 cents more on the debt side from operations with .73 cents required for Public Safety projects; CIP projects coming on-line at \$2.5 million; health and TMRS increases of \$3 million; municipal garage/utility increases of \$1.2 million; and the required fund balance of \$6.1 million for 30 days. She spoke to the final property valuations of \$25.5 billion (decrease of \$278 million or 1.08%) with new growth at \$380.4 million and a decrease in existing property of 2.55% or \$658.5 million. She stated that even adding the 1.51 cents the City will still have one of the lowest rates in the area due to the 20% homestead exemption and advised that exemptions total \$5.1 billion or a loss of approximately \$24.5 million in revenue with the over-65 freeze an additional \$765,884. She responded to Council Member Jackson, advising that Staff can provide figures on the impact of the homestead exemption on the amount of tax collected.

Ms. Rhodes-Whitley spoke to the decision to decrease anticipated sales tax revenue and the impact of audit adjustments. She advised that Staff is projecting a decline to \$55.8 million for this year and projecting \$57 million for next year. She spoke to the 25.4% decline in building and development revenues and the decrease in interest earnings. Ms. Rhodes-Whitley spoke regarding General Fund expenditures of \$219.8 million with the majority (68.8%) for salary and wages and advised that for every dollar spent on services 61 cents goes to fund Public Safety departments with 6 cents each for general administration, building/development, library, facilities; 12 cents for parks and recreation; and 3 cents for public works. She spoke to reworking the Water & Sewer Fund based on new information and the Community Investment Program (CIP) containing \$112.8 million in streets and receiving \$26 million from other entities. City Manager Muehlenbeck spoke to being mindful of the operating expenses association with CIP projects.

Ms. Rhodes-Whitley advised that the City follows Truth-in-Taxation Laws and defined the effective and rollback tax rates stating that the rate could increase to 49.04 cents (effective rate) without publication or public hearings and which would produce an additional \$459,129 in revenue. She advised that the rate could be increased to 52.59 cents (rollback rate) without being subject to a rollback election which would produce an additional \$9.5 million in revenue. She advised that more details will be discussed at the August 15 Budget Worksession and reviewed key dates on the calendar including presentation of the proposed CIP and public hearings on the budget and CIP scheduled for August 10 and adoption of the budget, CIP and tax rate on September 14. Ms. Rhodes-Whitley advised that unless the Council votes to exceed the effective tax rate, public hearings on August 24 and September 1 will not be necessary.

Mayor Dyer requested the public provide their input and participate in the process. He spoke to additional information to be provided and upcoming public hearings. City Manager Muehlenbeck advised that Staff is available to make presentation to groups or organizations.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 5:44 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

a-17



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>[Signature]</i>	7/30/09	
Council Meeting Date:	8/10/2009	Budget	<i>[Signature]</i>	7-30-09	
Department:	Purchasing	Legal	<i>[Signature]</i>	7-31-09	
Department Head	Mike Ryan	Assistant City Manager	<i>[Signature]</i>	7-31-09	
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i>	8-3-09	
		City Manager	<i>[Signature]</i>	8/3/09	
Agenda Coordinator (include phone #):		Nancy Corwin x7137			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
<i>Award/Rejection of Bid/Proposal for Bid No. 2009-120-C for the Supply and Installation of Retro-Reflective Hot-Poured Thermoplastic Pavement Marking Material Including Pavement Preparation and Sealer/Primer to A & M Maintenance Services Inc. in the estimated annual amount of \$89,594.15, and authorizing the City Manager or his designee to execute all necessary documents.</i>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	09/10, 10/11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	260,974	89,594	350,568
Encumbered/Expended Amount		0	-147,141	0	-147,141
This Item		0	0	-89,594	-89,594
BALANCE		0	113,833	0	113,833
FUND(s): GENERAL FUND - SIGNS & MARKINGS (744)					
COMMENTS: This item approves price quotes. Expenditures will be made in the Signs & Markings Cost Center based on need within the approved budget appropriations for each year of the contract. The estimated annual amount is \$89,594. Expenditures for this contract will not be made until FY 2009-10 within approved budget appropriations.					
STRATEGIC PLAN GOAL: Pavement markings relate to the City's Goal of "Safe, Efficient Travel".					
SUMMARY OF ITEM					
Annual Contract with Renewals					
Staff recommends the bid of A & M Maintenance Services Inc. in the estimated annual amount of \$89,594.15 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This will establish an annual contract, with three optional one-year renewals for the purchase of Installation of Retro-Reflective Hot-Poured Thermoplastic Pavement Marking Material Including Pavement Preparation and Sealer/Primer.					
List of Supporting Documents: Bid tab Recommendation Memo		Other Departments, Boards, Commissions or Agencies N/A			

b-1



P.O. Box 860358
Plano, Texas 75086-
0358
214-964-440
Fax No. 214-964-4172



MEMORANDUM

DATE: June 30, 2009
TO: Nancy Corwin, Buyer II
FROM: Robert Moore, Traffic Operations Superintendent
SUBJECT: Award recommendation Bid:2009-120-C

Nancy,

On Thursday, June 25th, 2009 we had Striping Plus Inc. come to the City of Plano, Parkway Service Center to install a sampling of hotpour thermoplastic as required in the bid spec. I asked them to install three (3) stop bars with a width of twenty-four (24") inches. And also install one (1) eight (8') foot turn arrow. This was to allow us to check their work for the compliance to the spec being bid.

There were some discrepancies from their installation process and the spec.

The spec calls for a thickness of .125 mil throughout the applied material.

- There were areas where the concrete could be seen.
- The thermo bubbled up. Underneath the bubble the thermo was a void and the thermo was just enough to cover the concrete.
- There were other portions of the thermo that were not to the .125 mil spec

The spec calls for a twenty-four (24") inch wide stop bar.

- The three stop bars installed ranged from twenty-two (22") inches to twenty-three (23") inches.

The spec states that the Glass Beads are Not to be applied by hand, but by a hopper attached to the machine.

- I had to ask for the hopper to be attached to the machine.
- Beads were the installed with the hopper and by hand.
Even with both applications being used, there were areas with little or no beads.

The spec also calls for clean up.

- There was an excessive amount of glass beads left on the roadway, which could create a safety hazard. In that the roadway gets wet, causing it to become slippery from the beads and water.

A few others to mention:

B-2

- There was paint in the lines of the spray rig. Mixing paint with the sealer would cause the properties of the sealer to change and be less effective.
- There were ruts in the application of the arrow, from the guide being pushed through the hot thermo
- Parts of the head of the turn arrow installed were left out.

Because of these discrepancies from their installation process and the spec Striping Plus is being deemed non-responsive.

I make a recommendation that the bid be awarded to A & M Maintenance Services Inc. the second low bidder.

Thank You

Robert Moore
Traffic Operations Superintendent
City of Plano

b-3

B-4

CITY OF PLANO

BID NO. 2009-120-C

SUPPLY AND INSTALLATION OF RETRO-REFLECTIVE HOT-POURED THERMOPLASTIC PAVEMENT MARKING MATERIAL INCLUDING PAVEMENT PREPARATION AND SEALER/PRIMER BID TABULATION

Bid opening Date/Time: June 15, 2009 @ 3:30pm

Number of Bids Submitted: 5

<u>COMPANY NAME</u>	<u>Total Base Bid</u>	<u>Line Item 1</u>	<u>Line Item 2</u>	<u>Line Item 3</u>
Striping Plus, Inc	\$85,963.60	\$26,208.00	\$27,715.00	\$33,040.00
A & M Maintenance Services	\$89,594.15	\$30,030.00	\$36,849.15	\$22,715.00
Action Services	\$94,200.25	\$29,484.00	\$36,219.25	\$28,497.00
Road Master Striping LLC	\$161,690.00	\$49,140.00	\$62,990.00	\$49,560.00
Highway Technologies Inc	\$162,093.38	\$36,527.40	\$65,383.62	\$60,182.36

Nancy Corwin

June 15, 2009

Nancy Corwin, Buyer II

Date

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

PURCHASING DIVISION
CITY OF PLANO TEXAS



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>MR</i>	7/30/09	
Council Meeting Date:	8/10/2009	Budget	<i>KM</i>	7-30-09	
Department:	Purchasing	Legal	<i>MR</i>	7-31-09	
Department Head	Mike Ryan	Assistant City Manager	<i>MR</i>	7-31-09	
Dept Signature:	<i>MR</i>	Deputy City Manager	<i>MR</i>	8-3-09	
		City Manager	<i>MR</i>	8/3/09	
Agenda Coordinator (include phone #):		Nancy Corwin x7137			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
<i>Award/Rejection of Bid/Proposal for Bid No. 2009-134-C for Installation of Ceramic and Acrylic Pavement Marking Buttons to A & M Maintenance Services Inc. in the estimated annual amount of \$ 132,300.00, and authorizing the City Manager or his designee to execute all necessary documents.</i>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	08/09, 09/10, 10/11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	260,974	132,300	393,274
Encumbered/Expended Amount		0	-147,141	0	-147,141
This Item		0	0	-132,300	-132,300
BALANCE		0	113,833	0	113,833
FUND(s): GENERAL FUND - SIGNS AND MARKINGS (744)					
COMMENTS: This item approves price quotes. Expenditures will be made in the Signs & Markings Cost Centers based on need within the approved budget appropriations for each year of the contract. The estimated annual amount is \$132,300. Expenditures for this contract will not be made until FY 2009-10 within approved budget appropriations.					
STRATEGIC PLAN GOAL: Pavement markings relate to the City's Goal of "Safe, Efficient Travel".					
SUMMARY OF ITEM					
Annual Contract with Renewals					
Staff recommends the bid of A & M Maintenance Services Inc. in the estimated annual amount of \$132,300.00 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This will establish an annual contract, with three optional one-year renewals for the purchase of Acrylic Pavement Marking Buttons.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid tab		N/A			
Recommendation Memo					

C-1



P.O. Box 860358
Plano, Texas 75086-
0358
214-964-440
Fax No. 214-964-4172

MEMORANDUM



DATE: July 10, 2009
TO: Nancy Corwin, Buyer II
FROM: Robert Moore, Traffic Operations Superintendent
SUBJECT: Award recommendation Bid:2009-134-C

Nancy,

I make a recommendation that the bid be awarded to A & M Maintenance Services Inc. A & M Maintenance Services Inc. is the low bidder, also we will not need a sample from this contractor, as they were the button contractor for the City of Plano on contract 2007-118-P Button Contract.

Thank You

Robert Moore
Traffic Operations Superintendent
City of Plano

C-2

CITY OF PLANO

BID NO. 2009-134-C INSTALLATION OF CERAMIC AND ACRYLIC PAVEMENT MARKING BUTTONS BID TABULATION

Bid opening Date/Time: June 15, 2009 @ 3:00pm

Number of Bids Submitted: 2

<u>COMPANY NAME</u>	<u>Total Base Bid</u>
A & M Maintenance Services	\$132,300.00
Road Master Striping, LLC	\$337,500.00

Nancy Corwin

June 15, 2009

Nancy Corwin, Buyer II

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

0-0



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	7-31-09	
Council Meeting Date:	8/10/2009	Budget	7-31-09	
Department:	Purchasing	Legal	7-31-09	
Department Head	Mike Ryan	Assistant City Manager	7-31-09	
Dept Signature:		Deputy City Manager	8-3-09	
		City Manager	8/3/09	
Agenda Coordinator (include phone #): Zahid Khan x7376				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
<i>Award/Rejection of Competitive Sealed Proposal No 2009-66-C for the Utility Bill Printing and Mailing Services to DataProse, Inc. in the amount of \$388,700 and authorizing the City Manager or his designee to execute all necessary documents.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	481,000	388,700	869,700
Encumbered/Expended Amount	0	-418,738	0	-418,738
This Item	0	-52,325	-388,700	-441,025
BALANCE	0	9,937	0	9,937
FUND(s): WATER & SEWER FUND (421,422)				
COMMENTS: This item approves price quotes. Expenditures will be made in the Customer & Utility Services department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2008-09 is \$52,325. The estimated future annual amount is \$388,700, which will be made within approved budget appropriations.				
STRATEGIC PLAN GOAL: The contracted printing and mailing of Utility Bills relates to the City's Goal of "Service Excellence"				
SUMMARY OF ITEM				
Annual Contract with Renewals				
Staff recommends the Competitive Sealed Proposal of DataProse, Inc. in the amount of \$388,700 be accepted as the best value proposal conditioned upon timely execution of any necessary contract documents. This contract will facilitate the Customer and Utility Business Office in the printing and mailing of utility bills. Services will include receiving and processing of data transfer on a daily cycle, print, fold, insert, pre-sort meter and mail of approximately 77,000 bills per month.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Recap		N/A		
Recommendation Memo				

d-1

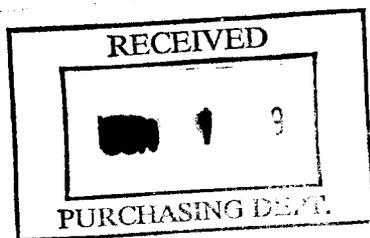


CUSTOMER & UTILITY SERVICES DEPARTMENT

P.O. BOX 861990
PLANO, TEXAS 75086-1990
972-941-7105

Date: 5/27/09
To: Zahid Khan
Cc: Mark Israelson
From: Eric Ellwanger, Customer & Utility Services Manager
RE: Award Recommendation Memo

After receiving (17) bids for CSP No. 2009-66-C, it is the recommendation of the evaluation committee that the bid be awarded to DataProse as the vendor with the highest weighted average score on the evaluation matrix.



5/27/09

Confidential

1

d-2



CSP No. 2009-66-C
CSP – Utility Bill Printing & Mailing Services

RECAP

Opening Date/Time: April 08, 2009 @ 3:00PM (CST)

Number of Vendors Notified: 74

Vendors Submitting “No Response” None

Vendors Submitting Proposals: 17

<u>Vendors Submitted Proposal</u>	<u>Weighted Average</u>
DATA PROSE	4.81
INFOSEND	4.24
UTILITEC	3.84
AXIS	3.77
PINNACLE DATA SYS.	3.73
SOURCE LINK	3.70
SOUTHWEST DIRECT	3.59
QUESTMARK	3.47
ALLISON PAYMENT SYSTEMS	3.43
DATA CENTER	3.43
STRAHM PRINTING	3.26
SURE BILL	3.25
FSSI	3.24
MIDWEST DIRECT	3.13
DIRECT MAIL PARTNR	3.00
PRECISION POSTAL	2.95
NDSI	2.92

Recommended Vendor: Data Prose

Phone (972) 941-7376
Fax (972) 461-6879

d-3

Memo

Date: 8/04/09

To: Zahid Khan

Cc: Mark Israelson

From: Eric Ellwanger, Customer & Utility Services Manager

RE: Award Recommendation Memo

After receiving (17) bids for CSP No. 2009-66-C, it is the recommendation of the evaluation committee that the bid be awarded to DataProse as the vendor with the highest weighted average score on the evaluation matrix.

Four factors were considered in the evaluation process and are listed below in order of relative importance. The Price Proposal was the most important factor as the expenditure is a significant portion of our operating budget.

- Price Proposal – DataProse provided the lowest price proposal of all responsive bids.
- Meets or Exceeds Needs of City – DataProse was the highest rated vendor in this category. The detailed solution and work plan proposal submitted by DataProse met or exceeded all of the needs of the City and included the most seamless transition process since they are the current provider of services to the Cities participating in this bid.
- Reputation Based on Client Work History – DataProse was the highest rated vendor in this category. DataProse provided work history with clients who were more similar in size and scope to the City of Plano than any of the other bids, including the City of Plano itself, the City of Frisco and the City of Allen.
- Equipment & Facilities List – DataProse was the highest rated vendor in this category. DataProse equipment and facilities exceed the needs of the City and its facilities are located in Coppell, TX which is in close proximity to the Cities participating in this bid.

(Vendors listed in alphabetical order)

	With Pricing	Pricing	Without Pricing
Allison Payment Systems	3.43	\$ 1,433,620.00	1.02
AXIS	3.77	\$ 1,523,003.10	1.50
Data Center	3.43	\$ 1,443,968.00	1.04
Data Prose	4.81	\$ 1,378,939.00	2.31
Direct Mail Partner	3.00	\$ 1,543,012.40	0.76
FSSI	3.24	\$ 1,556,352.00	1.02
INFOSEND	4.24	\$ 1,408,953.00	1.79
Midwest Direct	3.13	\$ 1,654,056.80	1.04
NDSI	2.92	\$ 1,552,853.00	0.70
Pinnacle Data Systems	3.73	\$ 1,386,944.00	1.24
Precision Postal	2.95	\$ 1,540,677.60	0.71
Quest Mark	3.47	\$ 1,495,657.80	1.16
Source Link	3.70	\$ 1,400,946.80	1.24
Sure Bill	3.25	\$ 1,553,644.00	1.03
S.W.Direct	3.59	\$ 1,510,302.00	1.3
Strahm	3.26	\$ 1,464,324.00	0.9
Utilitec	3.84	\$ 1,476,962.00	1.5

COMBINED MATRIX		POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Evaluation Criteria	Weighting	Allison	Allison	Axis	Axis	Data Center	Data Center	Data Prose	Data Prose	Direct Mail-P	Direct Mail-P	FSSI	FSSI	INFOSEND	INFOSEND	Midwest Direct	Midwest Direct	NDSI	NDSI	Pinnacle Data	Pinnacle Data	Precision Postal	Precision Postal	Quest Mark	Quest Mark	Source Link	Source Link	Sure Bill	Sure Bill	S.W. Direct	S.W. Direct	STRAHM	STRAHM	UTILITEC	UTILITEC
Vendor meets or exceeds-City	20%	2.30	0.46	3.00	0.60	2.00	0.40	4.70	0.94	1.30	0.26	2.30	0.46	4.00	0.80	2.00	0.40	1.00	0.20	1.70	0.34	1.70	0.34	3.00	0.60	2.00	0.40	1.00	0.20	2.00	0.40	1.30	0.26	3.30	0.66
Work History	20%	1.30	0.26	3.00	0.60	1.70	0.34	5.00	1.00	1.00	0.20	1.30	0.26	3.30	0.66	1.70	0.34	1.00	0.20	3.00	0.60	1.00	0.20	1.30	0.26	2.70	0.54	3.00	0.60	3.00	0.60	1.70	0.34	2.70	0.54
Equipment Inventory	10%	3.00	0.30	3.00	0.30	3.00	0.30	3.70	0.37	3.00	0.30	3.00	0.30	3.30	0.33	3.00	0.30	3.00	0.30	3.00	0.30	1.70	0.17	3.00	0.30	3.00	0.30	2.30	0.23	3.00	0.30	3.00	0.30	3.00	0.30
Price Proposal	50%	4.81	2.41	4.53	2.27	4.77	2.39	5.00	2.50	4.47	2.24	4.43	2.22	4.88	2.45	4.17	2.09	4.44	2.22	4.97	2.49	4.48	2.24	4.61	2.31	4.92	2.46	4.44	2.22	4.57	2.29	4.71	2.36	4.67	2.34
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	100%		3.43		3.77		3.43		4.81		3.00		3.24		4.24		3.13		2.92		3.73		2.95		3.47		3.70		3.25		3.59		3.26		3.84

	With Pricing	Pricing	Without Pricing
Allison Payment Systems	3.43	\$ 1,433,620.00	1.02
AXIS	3.77	\$ 1,523,003.10	1.50
Data Center	3.43	\$ 1,443,968.00	1.04
Data Prose	4.81	\$ 1,378,939.00	2.31
Direct Mail Partner	3.00	\$ 1,543,012.40	0.76
FSSI	3.24	\$ 1,556,352.00	1.02
INFOSEND	4.24	\$ 1,408,953.00	1.79
Midwest Direct	3.13	\$ 1,654,056.80	1.04
NDSI	2.92	\$ 1,552,853.00	0.70
Pinnacle Data Systems	3.73	\$ 1,386,944.00	1.24
Precision Postal	2.95	\$ 1,540,677.60	0.71
Quest Mark	3.47	\$ 1,495,657.80	1.16
Source Link	3.70	\$ 1,400,946.80	1.24
Sure Bill	3.25	\$ 1,553,644.00	1.03
S.W.Direct	3.59	\$ 1,510,302.00	1.3
Strahm	3.26	\$ 1,464,324.00	0.9
Utilitec	3.84	\$ 1,476,962.00	1.5



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date		
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Purchasing		<i>[Signature]</i>	7-31-09		
Council Meeting Date:	08/10/2009	Budget	<i>[Signature]</i>		
Department:	Public Works & Engineering	Legal <i>wb</i>	7-1-09 7/31/09		
Department Head	Alan L. Upchurch	Assistant City Manager			
Dept Signature:	<i>[Signature]</i>	Deputy City Manager	<i>[Signature]</i>		
		City Manager	8-3-09 8/3/09		
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>	Project No. 5846		
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. 2009-149-B for the construction of Plano Parkway - Midway Road to WCL to McMahon Contracting, L.P. in the amount of \$1,002,848 for the Alternate 2 Bid for low nitrous oxide cement.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		115,779	1,353,221	0	1,469,000
Encumbered/Expended Amount		-115,779	-13,278	0	-129,057
This Item		0	-1,002,848	0	-1,002,848
BALANCE		0	337,095	0	337,095
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2008-09 Street Improvement CIP. This item, in the amount of \$1,002,848, will leave a current year balance of \$337,095 for the project.					
STRATEGIC PLAN GOAL: Street widening and improvements relate to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
<p>Staff recommends the Alternate 2 bid (low nitrous oxide dry kiln cement) of McMahon Contracting, L.P., in the amount of \$1,002,848.27, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents. Alternate No. 2 (low nitrous oxide dry kiln cement) was same as the low base of McMahon Contracting, L.P.</p> <p>The second vendor being recommended is Tiseo Paving Company, in the amount of \$1,024,796.10.</p> <p>Engineer's estimate was \$1,480,420.00.</p> <p>The project consists of widening of Plano Parkway from four lanes to six lanes from Midway Road to West City Limits. Work includes landscaping, irrigation and intersection improvements at Marsh Lane. Double left turn lanes for northbound and southbound traffic on Marsh Lane and a dedicated right turn lane for northbound Marsh Lane will be constructed. Also included is the addition of a dedicated right turn lane at Marsh Lane for</p>					



CITY OF PLANO COUNCIL AGENDA ITEM

the westbound traffic on Plano Parkway. Denton County is providing funding for this project.

List of Supporting Documents:
Bid Summary; Location Map

Other Departments, Boards, Commissions or Agencies
N/A

e-2

**CITY OF PLANO
 BID TABULATION
 2009-149-B
 PLANO PARKWAY – MIDWAY TO WCL – PROJECT NO. 5846
 BID TABULATION**

BIDDER:	BID BOND	TOTAL BASE BID	ALT NO. 1 TOTAL BID	ALT NO. 2 TOTAL BID
MCMAHON CONTRACTING, L.P.	YES	\$1,002,848.27	\$1,002,848.27	\$1,002,848.27
TISEO PAVING COMPANY	YES	\$1,024,796.10	\$1,024,796.10	\$1,024,796.10
JIM BOWMAN CONST. CO. L.P.	YES	\$1,065,208.75	\$1,065,208.75	\$1,065,208.75
RKM UTILITY SERVICES, INC.	YES	\$1,180,376.85	\$1,180,376.85	\$1,180,376.85
WEIR BROS. INC.	YES	\$1,188,525.45	\$1,188,525.45	\$1,188,525.45
J & T EXCAVATORS	YES	\$1,207,802.40	\$1,207,802.40	\$1,373,601.40
TEXAS UNITED EXCAVATORS, L.L.C.	YES	\$1,297,212.90	\$1,297,212.90	\$1,297,542.90

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

Dianna Wike

Dianna Wike, Senior Buyer

July 24, 2009

Date

“BID TABULATION STATEMENT”

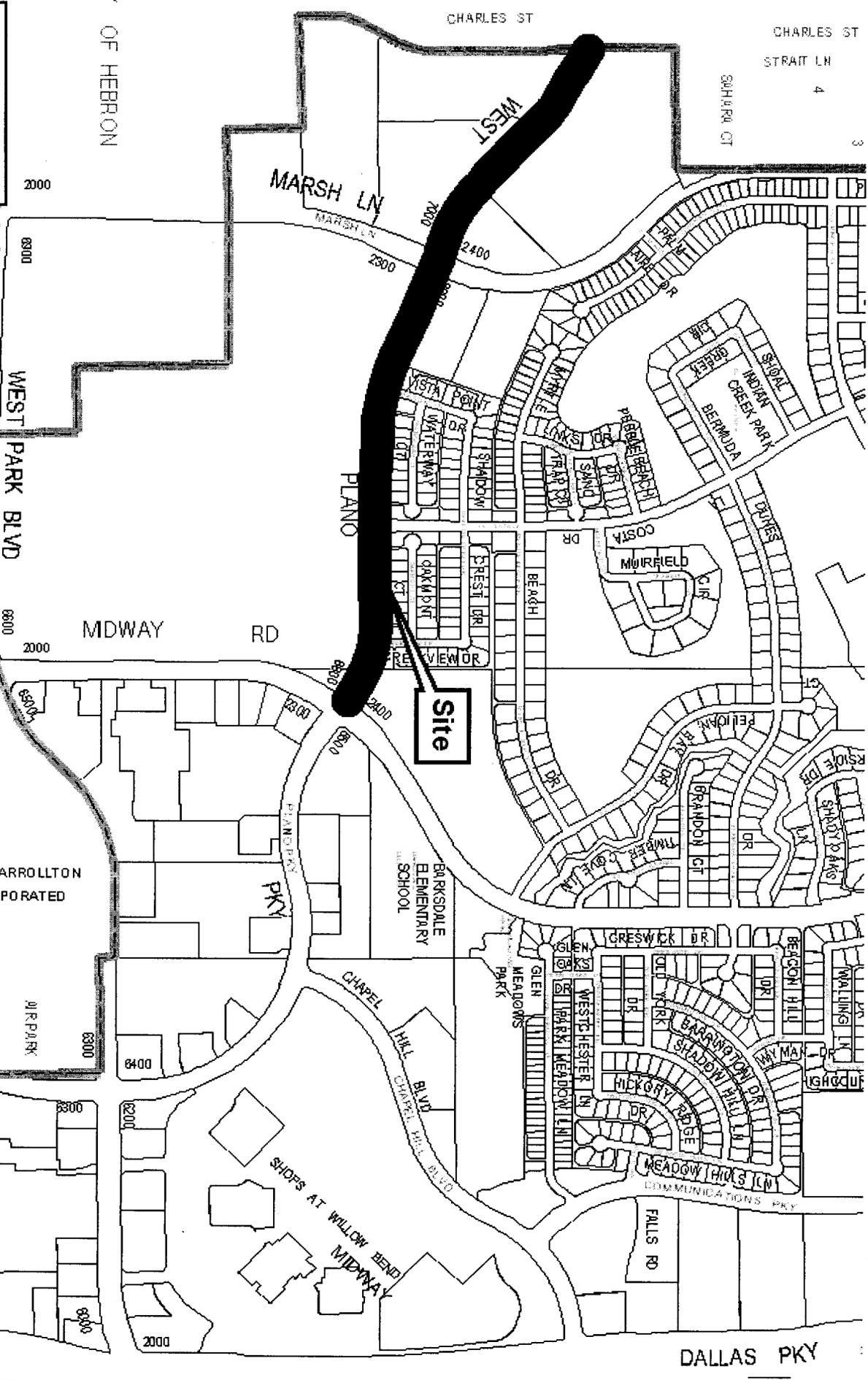
ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION 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

e-3

Legend

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



**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

e-4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory			
Council Meeting Date: 08/10/2009		Purchasing <i>JB</i>	7-30-09
Department: Library Administration		Budget <i>C.S.</i>	7-29-09
Department Head: Joyce Baumbach		Legal <i>MA</i>	<i>DW</i> 7/29/09
Dept Signature: <i>Joyce Baumbach</i>		Assistant City Manager <i>EE for Mark Pradson</i>	7/31/09
		Deputy City Manager <i>[Signature]</i>	8-03-09
		City Manager <i>[Signature]</i>	8/3/09
Agenda Coordinator (include phone #): Mary Ann Dunnivant - Ext. 4208			

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER Purchase from State Contract

CAPTION

Approval of the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$75,000 from Midwest Tapes through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2008-2009	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,217,978	0	1,217,978
Encumbered/Expended Amount	0	1,012,819	0	1,012,819
This Item	0	-75,000	0	-75,000
BALANCE	0	130,159	0	130,159

FUND(S): GENERAL FUND

COMMENTS: Funds are included in the FY 2008-09 adopted budget for the purchase of Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.

STRATEGIC PLAN GOAL: Providing multimedia and library materials relates to the City's Goal of "Service Excellence."

SUMMARY OF ITEM

The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Midwest Tapes in the amount of \$75,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Midwest Tapes through the Texas State Contract 715-N1 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for Items.

List of Supporting Documents: 1. Memo from Julie Torstad dated 07.17.2009.	Other Departments, Boards, Commissions or Agencies
---	--

f-1



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	M 7/28/09
Council Meeting Date:	8/10/09	Budget	C.S. 7-29-09
Department:	Fleet Services	Legal	J 7/31/09
Department Head	Mike Ryan	Assistant City Manager	JR 7-31-09
Dept Signature:	<i>Mike Ryan</i>	Deputy City Manager	[Signature] 7/31/09
		City Manager	[Signature] 8/3/09
Agenda Coordinator (include phone #):		Linda M. Robinson ex. 4180	

ACTION REQUESTED:

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

CAPTION

Approval of the purchase of two (2) Chevrolet 1/2 Ton Extended Cab Pickup Trucks, one (1) Chevrolet 3/4 Ton Regular Pickup Truck and one (1) Chevrolet 3/4 Ton Extended Cab with Lift-gate in the amount of \$96,245.00 from Caldwell Country Chevrolet through an existing contract/agreement with H-GAC Cooperative Purchase Program and authorizing the City Manager or his designee to execute any and all necessary documents (Bid No. #VE03-06)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 08/09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	105,652	0	105,652
Encumbered/Expended Amount		0	0	0
This Item	0	-96,245	0	-96,245
BALANCE	0	9,407	0	9,407

FUND(S): EQUIPMENT REPLACEMENT FUND (071)

COMMENTS: Funds are included in the FY 2008-09 adopted budget for the purchase of four (4) Chevrolet Pickup Trucks. The remaining balance of funds will be used for other equipment and rolling stock purchases.

STRATEGIC PLAN GOAL: Providing new vehicle purchases for the Equipment Replacement Fund relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Fleet Services requests the purchase of two (2) Chevrolet 1/2 Ton Extended Cab Pickup Trucks, one (1) Chevrolet 3/4 Ton Regular Cab Pickup Truck and one (1) Chevrolet 3/4 Ton Extended Cab with Lift-gate through the H-GAC Cooperative Purchase Program awarded the Caldwell County Chevrolet as follows: Two (2) are scheduled replacements for unit #01325 for Dept. 532/Police and the other for unit #03314 for Dept. 764/Pumping Facilities with budget amount for each of \$27,000.00; One (1) is a scheduled replacement for unit #01351 for Dept. 658/Ground Maintenance Services District #3 with budget amount of \$24,000.00 and one (1) is an unscheduled replacement for unit #01345 for Dept. 744/Signs and Markings, which was totaled in an

g-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

accident.

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 (Bid No. VE03-06).

Total purchase for all four (4) Chevrolet Pickup Trucks including H-GAC fee is \$96,245.00.

List of Supporting Documents:
Memo, Vendor Quotes

Other Departments, Boards, Commissions or Agencies

g-2

CITY OF PLANO

07/14/09

Page - 1

P.O. Number 377067 OC

Cost Center 071

Supplier BABY JACK II AUTOMOTIVE LTD
 CALDWELL COUNTRY CHEVROLET-PONTIAC
 P O BOX 27
 CALDWELL TX 77836

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

To ensure proper payment, remit invoice to:
 City of Plano - Accounts Payable
 PO Box 860279
 Plano, TX 75086-0279

Ordered 07/14/09 Freight
 Requested 07/14/09 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CHEVROLET 1/2 T. EXT. CAB	2	EA	18,761.0000	37,522.00	07/14/09

HGAC C#VE03-06
 ITEM 1
 REQUEST TO PURCHASE TWO (2)
 CHEVROLET 1/2 TON EXTENDED
 CAB PICK UP TRUCKS. (A26).
 MODEL 1500 SILVERADO.

THESE ARE SCHEDULED REPLACEMENTS
 FOR UNIT 01325 FOR DEPT. 532/POLICE,
 BUDGET AMOUNT OF \$27,000.00 AND UNIT
 03314, DEPT. 764/PUMPING FACILITIES,
 BUDGET AMOUNT \$27,000.00.

CONTRACT AWARDED TO CALDWELL COUNTRY
 CHEVROLET. CONTRACT VE03-06.

CRO REQUESTED BY DAVID GARZA.

PUBLISHED OPTIONS	2	EA	1,967.0000	3,934.00	07/14/09
5.3L V8 FFV L59					
PUBLISHED OPTIONS INCLUDED:					
AIR CONDITION C67					

g-3

CITY OF PLANO

07/14/09

Page - 2

OC

Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	377067 Request Date
AUTOMATIC M30					
PUBLISHED OPTIONS POWER WINDOWS/MIRRORS 5B5	2	EA	696.0000	1,392.00	07/14/09
PUBLISHED OPTIONS POWER DOOR LOCKS AU3	2	EA	162.0000	324.00	07/14/09
PUBLISHED OPTIONS TOW PACKAGE Z82	2	EA	294.0000	588.00	07/14/09
PUBLISHED OPTIONS HD SUSPENSION Z85	2	EA	95.0000	190.00	07/14/09
PUBLISHED OPTIONS LOCKING DIFFERENTIAL G80	2	EA	236.0000	472.00	07/14/09
UNPUBLISHED OPTIONS DEEP TINT GLASS AJ1	2	EA	40.0000	80.00	07/14/09
UNPUBLISHED OPTIONS LH SPOTLIGHT/PINTLE BALL COMBO	2	EA	380.0000	760.00	07/14/09
UNPUBLISHED OPTIONS DELIVERY UNPUBLISHED OPTIONS INCLUDED: EXTERIOR COLOR WHITE. 40/20/40 VINYL. 5 YR/100,000 POWERTRAIN WARRANTY.	2	EA	407.0000	814.00	07/14/09
HGAC ADMIN FEE INVOICE TO FOLLOW		EA	.0000	600.00	07/14/09
CHEV. 3/4T. REG. CAB (A28) HGAC C#VE03-06 ITEM 2 ONE (1) CHEVROLET 3/4 TON REGULAR CAB PICK UP TRUCK. (A28).	1	EA	18,890.0000	18,890.00	07/14/09

g-4

CITY OF PLANO

07/14/09

Page - 3

P.O. Number 377067 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
MODEL HD2500 SILVERADO.					
THIS IS A SCHEDULED REPLACEMENT FOR UNIT 01351 FOR DEPT. 658/GROUND MAINTENANCE SERVICE DISTRICT #3. BUDGET AMOUNT \$24,000.00.					
PUBLISHED OPTIONS AUTOMATIC TRANSMISSION MT1	1	EA	876.0000	876.00	07/14/09
PUBLISHED OPTIONS POWER WINDOWS/MIRRORS 5B5	1	EA	738.0000	738.00	07/14/09
PUBLISHED OPTIONS POWER DOOR LOCKS AU3 PUBLISHED OPTION INCLUDED: 6.0L V8 GAS. AIR CONDITION C67.	1	EA	162.0000	162.00	07/14/09
PUBLISHED OPTIONS TRAILER TOW PACKAGE Z82	1	EA	188.0000	188.00	07/14/09
PUBLISHED OPTIONS LOCKING DIFFERENTIAL G80	1	EA	236.0000	236.00	07/14/09
UNPUBLISHED OPTIONS DEEP TINT GLASS AJ1	1	EA	40.0000	40.00	07/14/09
UNPUBLISHED OPTIONS LH SPOTLIGHT/PINTLE	1	EA	380.0000	380.00	07/14/09
DELIVERY FEE INVOICE TO FOLLOW OTHER ITEMS INCLUDED: EXTERIOR COLOR WHITE 40/20/40 VINYL 5YR/100,000 POWERTRAIN WARRANTY	1	EA	407.0000	407.00	07/14/09

g-5

CITY OF PLANO

07/14/09

Page - 4

P.O. Number 377067 OC
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CHEV. 3/4T. EXT. CAB W/LIFTGAT HGAC C#VE03-06 ITEM 3 ONE CHEVROLET 3/4 TON EXTENDED CAB WITH LIFTGATE. (A28). MODEL HD2500. THIS IS AN UNSCHEDULED REPLACEMENT FOR UNIT 01345, DEPT. 744/SIGNS & MARKINGS, WHICH WAS TOTALLED IN AN ACCIDENT.	1	EA	18,890.0000	18,890.00	07/14/09
PUBLISHED OPTIONS EXTENDED CAB SWB 953 PUBLISHED OPTIONS INCLUDED: 6.0L V8 GAS. AIR CONDITION C67	1	EA	3,210.0000	3,210.00	07/14/09
PUBLISHED OPTIONS POWER WINDOWS/MIRRORS 5B5	1	EA	738.0000	738.00	07/14/09
PUBLISHED OPTIONS POWER DOOR LOCKS AU3	1	EA	162.0000	162.00	07/14/09
PUBLISHED OPTIONS TRAILER TOW PACKAGE Z82	1	EA	188.0000	188.00	07/14/09
PUBLISHED OPTIONS AUTOMATIC TRANSMISSION MT1	1	EA	876.0000	876.00	07/14/09
PUBLISHED OPTIONS LOCKING DIFFERENTIAL G80	1	EA	236.0000	236.00	07/14/09
UNPUBLISHED OPTIONS DEEP TINT GLASS AJ1	1	EA	40.0000	40.00	07/14/09
UNPUBLISHED OPTIONS LH SPOTLIGHT/PINTLE LH SPOTLIGHT/PINTLE/60-40TP LIFTGATE.	1	EA	2,905.0000	2,905.00	07/14/09

g-6

CITY OF PLANO

07/14/09

Page - 5

P.O. Number 377067 OC
Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
DELIVERY FEE	1	EA	407.0000	407.00	07/14/09
INVOICE TO FOLLOW					
OTHER ITEMS INCLUDED:					
EXTERIOR COLOR WHITE.					
40/20/40 VINYL.					
5YR/100,000 POWERTRAIN WARRANTY.					

Total Order

TermNet 30 Days

96,245.00

g-7



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

VE03-06

Date Prepared:

7/6/2009

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

Buying Agency:	CITY OF PLANO ITEM 1	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	DAVID GARZA	Prepared By:	AVERYT KNAPP
Phone:	972-769-4183	Phone:	979-567-6116
Fax:	972-461-6840	Fax:	979-567-0853
Email:	DAVIDGA@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A26	Description:	2009 CHEVROLET 1500 SILVERADO EXT CAB SWB CC10753
---------------	-----	--------------	---

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,761.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.3LV8 FFV L59	1967		
AIR CONDITION C67	INCL		
AUTOMATIC M30	INCL		
POWER WINDOWS & POWER MIRRORS 5B5	696		
POWER DOOR LOCKS AU3	162		
TOW PACKAGE Z82	294		
HD SUSPENSION Z85	95	Subtotal From Additional Sheet(s):	
LOCKING DIFFERENTIAL G80	236	Subtotal B:	3450

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DEEP TINT GLASS AJ1	40		
LH SPOTLIGHT/PINTLE BALL COMBO	380		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	420

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	40/20/40 VINYL	INCL
EXTERIOR COLOR WHITE	INCL	5YR/100,000 POWERTRAIN WARRANTY	INCL
		Subtotal D:	407

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 23038

Quantity Ordered:	2	X Subtotal of A + B + C + D:	23038	=	Subtotal E:	46076
-------------------	---	------------------------------	-------	---	-------------	-------

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: 90-120 DAYS APPX **H. Total Purchase Price (E+F+G):** 46676

8-8



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

VE03-06

Date Prepared:

7/6/2009

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

Buying Agency:	CITY OF PLANO ITEM 2	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	DAVID GARZA	Prepared By:	AVERYT KNAPP
Phone:	972-769-4183	Phone:	979-567-6116
Fax:	972-461-6840	Fax:	979-567-0853
Email:	DAVIDGA@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A28	Description:	2009 CHEVROLET HD2500 SILVERADO REG CAB CC20903
---------------	-----	--------------	---

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,890.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.0LV8 GAS	INCL	LOCKING DIFFERENTIAL G80	236
AUTOMATIC TRANSMISSION MT1	876		
AIR CONDITION C67	INCL		
POWER WINDOWS & POWER MIRRORS 5B5	738		
POWER DOOR LOCKS AU3	162		
TRAILER TOW PACKAGE Z82	188		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	2200

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DEEP TINT GLASS AJ1	40		
LH SPOTLIGHT/PINTLE	380		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	420

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	40/20/40 VINYL	INCL
EXTERIOR COLOR WHITE	INCL	5YR/100,000 POWERTRAIN WARRANTY	INCL
		Subtotal D:	407

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 21917

Quantity Ordered: 1 X Subtotal of A + B + C + D: 21917 = Subtotal E: 21917

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: 90-120 DAYS APPX **H. Total Purchase Price (E+F+G):** 22517

2-9 \$21,917.00



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

VE03-06

Date Prepared:

7/6/2009

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

Buying Agency:	CITY OF PLANO ITEM 3	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	DAVID GARZA	Prepared By:	AVERYT KNAPP
Phone:	972-769-4183	Phone:	979-567-6116
Fax:	972-461-6840	Fax:	979-567-0853
Email:	DAVIDGA@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A28	Description:	2009 CHEVROLET HD2500 SILVERADO EXT CAB SWB
---------------	-----	--------------	---

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,900.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.0LV8 GAS	INCL	LOCKING DIFFERENTIAL G80	236
EXTENDED CAB SWB 953	3210		
AIR CONDITION C67	INCL		
POWER WINDOWS & POWER MIRRORS 5B5	738		
POWER DOOR LOCKS AU3	162		
TRAILER TOW PACKAGE Z82	188		
AUTOMATIC TRANSMISSION MT1	876		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	5410

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DEEP TINT GLASS AJ1	40		
LH SPOTLIGHT/PINTLE/ 60-40TP LIFTGATE	2905		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	2945

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 12%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	40/20/40 VINYL	INCL
EXTERIOR COLOR WHITE	INCL	5YR/100,000 POWERTRAIN WARRANTY	INCL
		Subtotal D:	407

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 27652

Quantity Ordered:	1	X Subtotal of A + B + C + D:	27652	= Subtotal E:	27652
-------------------	---	------------------------------	-------	---------------	-------

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: 90-120 DAYS APPX **H. Total Purchase Price (E+F+G):** 28252

9-10

27,652.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DP</i>	7-31-09	
Council Meeting Date:	8/10/09	Budget	<i>AM</i>	7-31-09	
Department:	Technology Services	Legal	<i>MA</i>	7-31-09	
Department Head	David Stephens	Assistant City Manager	<i>[Signature]</i>	8/5/2009	
Dept Signature:	<i>David Stephens</i>	Deputy City Manager	<i>[Signature]</i>	8.4.09	
		City Manager	<i>[Signature]</i>	8/4/09	
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 expenditure for Annual VMWare Licensing software and support, in the amount of \$149,050, from INX, Inc., through an existing contract/agreement, with the Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-621).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	2,960,114	0	2,960,114
Encumbered/Expended Amount		0	-2,567,942	0	-2,567,942
This Item		0	-149,050	0	-149,050
BALANCE		0	243,122	0	243,122
FUND(S): TECHNOLOGY SERVICES FUND (066.395)					
COMMENTS: COMMENTS: Funding for this item is included in the FY 2008-09 Budget. The remaining amount will be used for other Maintenance Agreement costs.					
STRATEGIC PLAN GOAL: Maintenance and service contracts relate to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Technology Services recommends Council approve the expenditure for Annual VMWare Licensing, through INX, Inc., in an amount of \$149,050.00. This licensing contract will cover our existing virtual environment and also supply licensing for the new virtual environment for our new exchange environment. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so, satisfies any State Law requiring local government to seek competitive bids for items. (DIR-SDD-621).					
List of Supporting Documents: Contract and Staff Memo			Other Departments, Boards, Commissions or Agencies		

A-1

Interoffice Memo

Date: 08/04/09
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: VMware Licensing

This last year we began building a virtual server environment for the City. This new virtual environment allowed us to reduce our physical server count by 100 servers and allowed us to reduce our power needs in the server room by a third of what we were using before this project took place. We also have reduced the lead time for deploying a new server and have increased the redundancy and reliability inside this virtual environment. Due to the reduction in servers we also have reduced our server replacement costs by an estimated amount of \$ 250,000.00 over the four year life of the servers and have reduced our annual server maintenance costs by approximately \$ 35,000.00. The virtual environment was built using the VMWare virtualization software owned by EMC. The licenses for this environment now need to be renewed.

We are also working on the design of a new virtual environment which will allow us to continue reducing our server count and energy costs while increasing our redundancy and reliability. This new environment will also house an upgraded version of our Microsoft email system. All the licenses needed for this new environment are included in this proposal.

We have worked with INX, a State of Texas DIR vendor, and VMWare to prepare this proposal for an annual licensing contract under the INX DIR contract DIR-SDD-621 which includes our existing licenses and future licenses for our new virtual environment.

This contract will need to be renewed annually to cover the maintenance costs of our licensing.

We recommend we award this licensing contract to INX for our VMWare licensing for a not to exceed price of \$ 149,049.95.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND INX, INC.
FOR VMWARE SOFTWARE AND SUPPORT**

THIS CONTRACT is made and entered into by and between **INX, INC.**, whose address is 6401 Southwest Freeway, Houston, Texas, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor, independently or by agreement with its Supplier, shall provide licensing with VMWare for software and support for the City's existing virtual environment and for the new virtual environment for the City's new exchange environment. These services shall be provided in accordance with this Contract and with The Department of Information Resources Contract No. DIR-SDD-621 together with its appendix and exhibits are incorporated herein. The appendix and exhibits are on file and available for inspection in the City of Plano Technology Services Department. This Contract consists of:

- (a) The Department of Information Resources Contract No. DIR-SDD-621 Appendix and Exhibits (Exhibit "A");
- (b) This Contract;
- (c) INX, Inc.'s statement of work (Exhibit "B");
- (d) Certificate of Insurance (Exhibit "C"); and
- (e) Affidavit of No Prohibited Interest (Exhibit "D").

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

**II.
TERM OF CONTRACT**

Support services for the Licenses provided under this contract shall be for a period of one (1) year from date of order.

**III.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this

contract shall not exceed the sum of **ONE HUNDRED FORTY-NINE THOUSAND FORTY-NINE AND 95/100 DOLLARS (\$149,049.95)**.

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.

IV. DESCRIPTION OF SERVICES

Contractor will provide the software via online download and services described in the Contract Documents. At City's request, Contractor may also provide additional software and services under this Contract at Contractor's then-applicable rates for such services or goods under The Department of Information Resources Contract No. DIR-SDD-621, or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

V. CITY CONTACT

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

VI. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

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

VII. TIME AND PLACE OF SERVICE, LOSSES FROM NATURAL CAUSES

Service will be provided at the location specified in the Contract Documents. When Contractor performs service at City's location, City will provide Contractor, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Contractor or its subcontractors will not be imposed as a site access requirement. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Contractor may perform its Services. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

h-4

**VIII.
LIMITATION OF LIABILITY**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Contractor's total liability, whether for breach of contract, warrant, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE, LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement.

**IX.
COMPLIANCE WITH APPLICABLE LAWS**

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

**X.
VENUE**

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

**XI.
ASSIGNMENT AND SUBLETTING**

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

**XII.
INDEPENDENT CONTRACTOR**

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

**XIII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in the Contract Documents including the City as a named insured (attached hereto as Exhibit "C").

**XIV.
HINDRANCES AND DELAYS**

Neither party is liable for delays or lack of performance resulting from any causes or acts of God that are beyond that party's reasonable control.

**XV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**XVI.
DEFAULT/TERMINATION**

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

A-6

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

**XVII.
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.

**XVIII.
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 sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and City agrees to pay for such services on a time and materials basis at Contractor's then effective hourly rates.

**IX.
PROPRIETARY INFORMATION; CONFIDENTIALITY;
INTELLECTUAL PROPERTY RIGHTS**

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

**XX.
ENTIRE AGREEMENT**

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

City agrees to reference this Agreement and The Department of Information Resources Contract No. DIR-SDD-621 on any purchase order issued in furtherance of

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

**XXI.
SUCCESSORS AND ASSIGNS**

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

**XXII.
HEADINGS**

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

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

INX, Inc. a _____ Corporation

By: _____
Name: _____
Title: _____

Date: _____

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

Date: _____

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

h-8

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2009 by _____, _____ of **INX, Inc.**, a _____ Corporation on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2009 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

A-9

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Table of Contents

1.	Contract Scope.....	1
2.	No Quantity Guarantees.....	1
3.	Definitions.....	1
4.	General Provisions.....	2
	A. Entire Agreement.....	2
	B. Modification of Contract Terms and/or Amendments.....	2
	C. Invalid Term or Condition.....	2
	D. Assignment.....	3
	E. Survival.....	3
	F. Choice of Law.....	3
5.	Product Terms and Conditions.....	3
	A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).....	3
	B. Purchase of Commodity Items (Applicable to State Agency Purchases Only).....	3
6.	Contract Fulfillment and Promotion.....	4
	A. Service, Sales and Support of the Contract.....	4
	B. Use of Order Fulfillers.....	4
	1) Designation of Order Fulfillers.....	4
	2) Changes in Order Fulfiller List.....	5
	3) Order Fulfiller Pricing to Customer.....	5
	C. Product Warranty and Return Policies.....	5
	D. Customer Site Preparation.....	5
	E. Internet Access to Contract and Pricing Information.....	5
	1) Vendor Website.....	5
	2) Accurate and Timely Contract Information.....	6
	3) Website Compliance Checks.....	6
	4) Website Changes.....	6
	5) Use of Access Data Prohibited.....	6
	6) Responsibility for Content.....	6
	F. DIR Logo.....	6
	G. Vendor and Order Fulfiller Logo.....	6
	H. Trade Show Participation.....	7
	I. Orientation Meeting.....	7
	J. Performance Review Meetings.....	7
	K. DIR Cost Avoidance.....	7
7.	Purchase Orders, Invoices, and Payments.....	7

h-10

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

A.	Purchase Orders	7
B.	Invoices	8
C.	Payments	8
8.	Contract Administration.....	8
A.	Contract Administrators.....	8
1)	State Contract Administrator	8
2)	Vendor Contract Administrator	8
B.	Reporting and Administrative Fees	8
1)	Reporting Responsibility	8
2)	Detailed Monthly Report	9
3)	Historically Underutilized Businesses Subcontract Reports.....	9
4)	DIR Administrative Fee.....	9
5)	Accurate and Timely Submission of Reports	9
C.	Records and Audit.....	10
D.	Contract Administration Notification	11
9.	Vendor Responsibilities.....	11
A.	Indemnification.....	11
1)	Acts or Omissions	11
2)	Infringements.....	11
B.	Vendor Certifications.....	12
C.	Ability to Conduct Business in Texas.....	12
D.	Use of Subcontractors.....	13
E.	Responsibility for Actions	13
F.	Confidentiality	13
G.	Security of Premises, Equipment, Data and Personnel.....	13
H.	Background and/or Criminal History Investigation.....	13
I.	Limitation of Liability.....	14
J.	Overcharges	14
K.	Prohibited Conduct	14
10.	Contract Enforcement	14
A.	Enforcement of Contract and Dispute Resolution	14
B.	Termination.....	15
1)	Termination for Non-Appropriation	15
2)	Absolute Right	15
3)	Termination for Convenience	15
4)	Termination for Cause	15
a)	Contract.....	15
b)	Purchase Order.....	15
5)	Customer Rights Under Termination.....	16
6)	Vendor or Order Fulfiller Rights Under Termination.....	16
C.	Force Majeure	16
11.	Notification	16

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

A. Notices 16
B. Handling of Written Complaints..... 16
12. Captions 17

A-12

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

- B. Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
- C. CPA** – refers to the Texas Comptroller of Public Accounts
- D. Day** - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- E. Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
- F. Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- G. State** – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract and its Appendices constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract or its Appendices shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can weaken a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain

h-14

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

F. Choice of Law

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

5. Product Terms and Conditions

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

items, as defined in 5.B.2 below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

A-16

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 6.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Section 4 of the Contract. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Website

Within thirty days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the product and services offered, product and service specifications, Contract pricing, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Go DIRect program, display the DIR logo in accordance with the requirements in paragraph F of this

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is uniform with the pricing as stated in Section 4 of the Contract.

4) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to

H-18

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Upon thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

7. Purchase Orders, Invoices, and Payments

A. Purchase Orders

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

B. Invoices

- 1) Invoices shall be submitted by the Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Order Fulfiller.
- 2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

C. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. Payment under the Contract shall not foreclose the right to recover wrongful payments.

8. Contract Administration

A. Contract Administrators

DIR and the Vendor will each provide a Contract Administrator to support the Contract. Information regarding the Contract Administrators will be posted on the Internet website designated for the Contract.

1) State Contract Administrator

DIR shall provide a Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic verification of product pricing and monthly reports submitted by Vendor.

2) Vendor Contract Administrator

Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Administrator if the assigned Contract Administrator is not, in the opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to,

h-20

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

compliance checks of Vendor's applicable Contract books at DIR's expense.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR Go DIRECT Coordinator. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiler's company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The administrative fee is specified in Section 5 of the Contract. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period.

b) Vendor shall reference the DIR Contract number on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to DIR, including the compliance checks designated by DIR, the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to DIR staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

D. Contract Administration Notification

- 1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.
- 2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Go DIRect Coordinator name and contact information.

9. Vendor Responsibilities

A. Indemnification

1) Acts or Omissions

Vendor shall defend, indemnify and hold harmless the State of Texas and Customers, their officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorneys fees, arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor agrees to coordinate defense with the Texas Office of Attorney General, as requested by DIR.

2) Infringements

a) Vendor shall defend, indemnify and hold harmless the State of Texas and Customers, their officers, agents and employees, from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied under the Contract. Vendor agrees to defend against any and all third party claims at Vendor's expense, whether or not such claims become the subject of litigation provided the Customer: (i) notifies Vendor promptly in writing of such claim, (ii) grants Vendor control over the defense and settlement thereof, and (iii) reasonably cooperates in response to Vendor's requests for assistance. DIR will provide reasonable assistance in the defense of such claims if so requested by the Vendor. Vendor agrees to coordinate defense with the Texas Office of Attorney General, as may be requested by DIR.

b) Vendor shall have no liability if the alleged infringement is caused in whole or part by: (i) use of the product or service in combination with product or services not provided under the Contract, (ii) use of the product or service for a purpose or in a manner for which the product or service was not designed, (iii) any modification made to the product without Vendor's written approval, (iv) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (v) any intellectual property right owned by or licensed to Customer, or (vi) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

B. Vendor Certifications

Vendor certifies that it and its designated Order Fulfillers: (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract, (ii) are not currently delinquent in the payment of any franchise tax owed the State of Texas and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate, (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage, (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract, (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate, (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract, (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration, and (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

C. Ability to Conduct Business in Texas

Order Fulfiller shall be an entity authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits

h-24

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

D. Use of Subcontractors

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

E. Responsibility for Actions

Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

F. Confidentiality

- 1) Vendor acknowledges that DIR is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.
- 2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

G. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors.

H. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

I. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action.

J. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

K. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

B. Termination

1) Termination for Non-Appropriation

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control, or ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR or Vendor may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

5) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued with respect to all products or services ordered and accepted prior to the effective termination date.

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order is terminated or the Contract expires or is terminated for any reason, a Customer shall pay all amounts due for products or services ordered prior to the effective termination date and ultimately accepted.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

11. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile.

A-28

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

12. Captions

The captions contained in the Contract and its Appendices are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: Carahsoft Technology Corporation State of Texas VID #: 1522189693700
 Point of Contact: Ellen Ford Phone #: 703-871-8679
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Solicitation #: DIR-SDD-621

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) - VMWare	(#11) -
(#2) - Pillar	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

h-30

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
INX, Inc.	17605152499	%	\$500k	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No*
Solutions II, Inc.	18412792550		500k	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No*
Sequel Data Systems, Inc.	1742678386000	%	\$500k	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

INX and Solutions II are valued VMware partners with multiple vendors. They are trusted members of the Texas IT community and have close ties to many Texas state agencies and Universities. As consultants, they can provide service above what other consulting firms in the area can. Per VMWare & Pillar contract requirements; we can only sign up certified partners which limits our HUBZone requirement.

Section 8 Continued

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
Logical Front, LLC	165117102590058763	%	\$70K	

A-32

Enter your company's name here: Carahsoft Technology Corp

Solicitation # DIR-SDD-621

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 2 Description: Pillar

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than **five (5) working days** from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than **five (5) working days** prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

EXHIBIT A 11-33
PAGE 24 OF 40

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
TEQSYS, INC.	10303794084	%	\$200k	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No*
Logical Front, LLC	165117102590058763		\$70K	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Teqsys and Logical Front, LLC is a valued partner for us with multiple vendors. They are a trusted member of the Texas IT community and have close ties to many Texas state agencies and Universities. As consultants, they can provide service above what other consulting firms in the area can. Per VMWare & Pillar contract requirements; we can only sign up certified partners which limits our HUBZone requirement.

Enter your company's name here: Carahsoft Technology Corporation Solicitation #: DIR-SDD-TMP-102

SECTION 9 - SELF PERFORMANCE JUSTIFICATION
 (If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).

h-34

EXHIBIT A
 PAGE 25 OF 40

- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature

Catherine Kropf
Printed Name

Contract Manager
Title

2/24/2009
Date

h-35
EXHIBIT A
PAGE 26 OF 40

APPENDIX C			
DISCOUNT TABLE			
Software Publishers	Software Customer Discount	Software Maintenance Customer Discount	Training Customer Discount
Agent Logic	12%	4.60%	
Anonymizer	7.60%	7.60%	
Appistry	2.3%	2.3%	
Avamar	4.50%	4.50%	4.50%
BlackDuck	5.0%	5.0%	5.0%
Blue Lane	4.5%	4.5%	4.5%
CADapult	12%	12%	
CallMiner	5%	5%	5%
Cizer	16%	16%	16%
Cloakware	5%	5%	5%
Decisive Analytics	5.0%	5.0%	5.0%
Groundwork	5.40%	5.40%	5.40%
Idelix	5%	5%	5%
Immersion	5%		
Inxight	2.8%	1%	
Inxightix	8.20%	8.20%	
ISC	6%	6%	6%
Kortex	7%	7%	7%
Language Weaver	8.20%	8.20%	
Layer7	4.0%	4%	
Logico	17.5%	17.5%	
MetaPass	19.0%	19%	
Narus	5.0%	5.0%	
NetSilica	17.50%	17.5%	
Ngrain	14.0%	14.0%	14.0%
Opsware	18.60%	18.60%	12.00%
Pillar Data Systems	4.0%	4.0%	4.0%
Q1 Labs		5%	5%
Radiance	5.4%	5.4%	
Salesforce.com	5.0%	5.0%	
Savvion	5.0%	5.0%	5.0%
Sitecomp	4.5%	4.5%	4.5%
Streambase	5.0%	5.0%	5.0%
Tangosol	4.6%	4.6%	
TerraGo	5%	5%	
Tevron	5.0%	5.0%	
Thetus	5.0%	5.0%	5.0%
Trust Digital	5.0%	5.0%	
VMWare	5.0%		
Webassist	12%	12%	
Workbrain	5%-6%	4.4%-6.2%	
Xsigo	5%		

A-36

Amendment Number 1
to
DIR Contract Number DIR-SDD-621 (formerly TXMAS Contract NO. TXMAS 5-700180)
between
State of Texas, acting by and through the Department of Information Resources
and
Carahsoft Technology Corporation

This Amendment Number 1 to Contract Number DIR-SDD-621, (“Contract”) is between the Department of Information Resources (“DIR”), as successor to the Texas Building and Procurement Commission, and Carahsoft Technology Corporation (“Vendor”). By operation of Texas law, the above referenced TxMAS Contract transferred to the management of the Department of Information Resources (DIR) from the Texas Building and Procurement Commission, effective September 1, 2007; and

WHEREAS, DIR and Vendor agree to amend and restate the TxMAS Contract to bring it into conformance with its Information Technology Commodity Item contracting standards.

NOW THEREFORE, DIR and Vendor agree to amend and restate the terms and conditions of the Contract as follows:

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Carahsoft Technology Corporation (hereinafter “Vendor”), with its principal place of business at 12369 Sunrise Valley Drive, Suite D2, Reston, VA 20191.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR determined that the GSA Contract held by Vendor offered best value to the State of Texas, under the authority granted by Chapter 2155, Subchapter I, Government Code, as amended by Acts of the 80th Legislature, HB 2918, Section 8, effective September 1, 2007.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Discount Table; Exhibit 1, Vendor’s Response to GSA’s BAFO, if any, including all addenda; Exhibit 2, the BAFO, including all addenda; Exhibit 3, Vendor’s Response to GSA original solicitation, including all addenda; and Exhibit 4, GSA’s original Solicitation, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, then

Exhibit 2, then Exhibit 3, and finally Exhibit 4. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to those products listed in Appendix C, Discount Table. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above.

B. Services

Services available under this Contract are limited to maintenance, warranty and training. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Discount Table. Customer Discount includes the DIR Administrative Fee specified in Section 5.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (0.75%).

Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Sherri Parks, Division Director
Contracting and Procurement Services Division
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:

Ellen Ford
Carahsoft Technology Corporation
12369 Sunrise Valley Drive, Suite D2
Reston, VA 20191
Phone: (334) 365-4805
Facsimile: (703) 871-8505
Email: ellen.ford@carahsoft.com

7. Software License Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions.

A-40

This Contract is executed to be effective as of the date of last signature.

Carahsoft Technology Corporation

**The State of Texas, acting by and through the
Department of Information Resources**

Authorized By: Signature on File

Authorized By: Signature on File

Name: Craig P. Abod

Name: Cindy Reed

Title: President

Title: Deputy Executive Director
Operations & Statewide Technology Sourcing

Date: 12/20/07

Date: 01/08/08

Legal: 01/07/08

**AMENDMENT NUMBER 2
TO
CONTRACT NO. DIR-SDD-621
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
CARAHSOFT TECHNOLOGY CORPORATION**

This Amendment Number 2 to Contract Number DIR-SDD-621 (“Contract”) is between the Department of Information Resources (“DIR”) and Carahsoft Technology Corporation, (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2, Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through January 8, 2010. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year renewal periods.

2. **Appendix A, Section 4, General Provisions, A. Entire Agreement** is replaced in its entirety as follows:

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract or its Appendices shall be binding or valid.

3. **Appendix A, Section 4, General Provisions, G. Limitation of Authority** is added as follows:

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or Texas Department of Information Resources.

4. **Appendix A, Section 8, Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Reporting**, is hereby restated in its entirety as follows:

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR Go DIRect E-Mail Box at GoDirect.Sales@dir.state.tx.us. Reports are due on the fifteenth (15th) calendar day after the

h-42

close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiller's company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

5. **Appendix A, Section 8, Contract Administration, D. Contract Administration Notification**, is hereby restated in its entirety as follows:

D. Contract Administration Notification

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Go DIRect E-Mail Box information.

6. **Appendix A, Section 9. Vendor Responsibilities, A. Indemnification** is hereby replaced in its entirety as follows:

A. Indemnification

1) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, REASONABLE ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

2) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

3) Independent Contractor

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

7. **Appendix A, Section 9, Vendor Responsibilities, C. Vendor Certifications** is hereby replaced in its entirety as follows:

C. Vendor Certifications

Vendor certifies that it and its designated Order Fulfillers: (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract; (ii) are not currently delinquent in the payment of any franchise tax owed the State of Texas and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract; (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate; (vi) to the best of their knowledge and belief, there

h-44

are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract; (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; (ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328; (x) Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas; (xi) Vendor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; (xii) Vendor represents and warrants that the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and (xiii) under Section 2155.006, Government Code, Vendor certifies that the individual or business entity in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

8. **Appendix A, Section 9, Vendor Responsibilities, I. Limitation of Liability** is hereby replaced in its entirety:

I. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of patent, trademark, or copyright infringement.

9. **Appendix A, Section 9, Vendor Responsibilities, L. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE** is hereby added as follows:

L. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS

CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, REASONABLE ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

10. **Appendix A, Section 9, Vendor Responsibilities, M. Required Insurance Coverage** is hereby added as follows:

M. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

H-46

1) Commercial General Liability

Commercial General Liability must include a combined single limit of \$500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

11. **Appendix A, Section 9, Vendor Responsibilities, N. Use of State Property** is hereby added as follows:

N. Use of State Property

Vendor is prohibited from using the Customer's equipment, the Customer's Location, or any other resources of the Customer or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

12. **Appendix A, Section 9, Vendor Responsibilities, O. Immigration** is hereby added as follows:

O. Immigration

Vendor shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this Contract.

13. **Appendix A, Section 10, Contract Enforcement, B. Termination, 2) Absolute Right** is hereby replaced in its entirety as follows:

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1 and then Contract DIR-SDD-621.

(Balance of this page intentionally left blank.)

h-48

This Amendment Number 2 is effective as of January 8, 2009.

Carahsoft Technology Corporation

By: _____ Signature on File _____

Name: Craig P. Abod

Title: President

Date: 1/12/09

The State of Texas, acting by and through the Department of Information Resources

By: _____ Signature on File _____

Name: Cindy Reed

Title: Deputy Executive Director
Operations & Statewide Technology Sourcing

Date: 1/20/09

Legal: Initials on File 1/20/09

h-50



Go Direct

Contract Number DIR-SDD-621

Exhibit "B"

Date: May 28, 2009

To: City of Plano

Phone:

Fax:

Quote #: TC052809SB-NV
589958

From: Traci Chrisman

Phone: 469-549-3841

FAX: 469-549-3871

tchrisman@inxl.com

Part Number	Description	Qty	Unit Price	Extended Price
11-100-LIC-Q3B	VMware Infrastructure Enterprise for 2 processors-Tier 2 VMware VI-ENT-GOV	16	\$ 4,671.88	\$ 74,750.08
11-100-M1P	Platinum Support/Subscription* for VMware Infrastructure Enterprise for 2 Processors VMWare VI-ENT-P-SSS-GOV	16	\$ 1,348.13	\$ 21,570.08
11-224-LIC-Q3B	VMWare Site Recovery Manager for 1 processor-Tier 2 VMware VI-SRM-GOV	18	\$ 1,421.88	\$ 25,593.84
11-224-M1P	Platinum Support/Subscription* for VMWare vCenter Site Recovery Manager VMWare VI-SRM-P-SSS-GOV	18	\$ 410.16	\$ 7,382.88
11-111-LIC-Q3B	VMware vCenter Management Server for VMware Infrastructure-Tier 2 Vmware VI-VCMS-GOV	1	\$ 4,058.44	\$ 4,058.44
11-111-M1P	Platinum Support/Subscription* vCenter Server for VMware Infrastructure VMWare VI-VCMS-P-SSS-GOV	1	\$ 1,170.94	\$ 1,170.94
11-208-LIC-Q3B	VMware LifeCycle Manager Standard for 1 Processor-Tier 2 Vmware VLCM-STD-GOV	14	\$ 727.19	\$ 10,180.66
11-208-M1P	Platinum Support/Subscription* VMware vCenter LifeCycle Manager Standard for 1 Processor VMWare VLCM-STD-P-SSS-GOV	14	\$ 209.77	\$ 2,936.78
11-SVC-01	Consulting & Training Credits - Prepaid Services PSO Credit \$0 - \$15,000 VMWare SVC-0-CR100-GOV	15	\$ 93.75	\$ 1,406.25

Total Price: \$ 149,049.95

Pricing Expires August 13, 2009

Ground Freight Included

Terms are Net 30

Lead times subject to change

INX Inc.

1955 Lakeway Drive

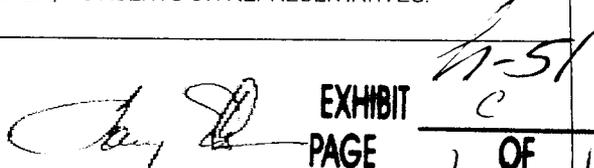
Suite 220

Lewisville, TX 75057

CISV# 1-76-051-5249-906

Customer Signature of Acceptance _____ Date _____

EXHIBIT β
PAGE 1 OF 1

ACORD TM	CERTIFICATE OF INSURANCE	ISSUE DATE 05/13/2009			
PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 811 Town and Country Lane, Suite 500 Houston, TX 77024 713-877-8975	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
	COMPANIES AFFORDING COVERAGE				
	Company A	St. Paul Fire & Marine Ins Co			
INSURED INX Inc. 6401 Southwest Freeway Houston, TX 77074	Company B	Standard Fire Insurance Co			
	Company C				
	Company D				
	Company E				
This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.					
CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	TE09104188	05/15/2009 05/15/2010	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ INCLUDED
				MEDICAL EXPENSE	\$ 10,000
				PERS. AND ADVERTISING INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>	TE09104188	05/15/2009 05/15/2010	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE	
				COLLISION	
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	UB5834L701-09	05/15/2009 05/15/2010	WC Statutory Limit <input checked="" type="checkbox"/> Other <input type="checkbox"/>	
				EL EACH ACCIDENT	\$ 1,000,000
				EL DISEASE (Each employee)	\$ 1,000,000
				EL DISEASE (Policy Limit)	\$ 1,000,000
				EACH OCCURRENCE	\$
				AGGREGATE	\$
					\$
					\$
					\$
					\$
					\$
City of Plano is named as Additional Insured as respects to General and Auto Liability policies and provided a Waiver of Subrogation as required by written contract, subject to policy terms, conditions and exclusions.					
CERTIFICATE HOLDER CITY OF PLANO 1117 E. 15TH ST. Plano, TX 75074			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
			Authorized Representative		
					
			EXHIBIT <u>1-51</u> PAGE <u>c</u> OF <u>1</u>		
			Page 1 of 1 Certificate ID # 1D2BPU03		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>DR</i>	8-3-09
Council Meeting Date:	8/10/09	Budget	<i>KL</i>	8/3/09
Department:	Budget	Legal	<i>WA JB</i>	8/3/09
Department Head	Karen Rhodes	Assistant City Manager		
Dept Signature:	<i>Karen Rhodes</i>	Deputy City Manager		
		City Manager	<i>JA</i>	8/3/09
Agenda Coordinator (include phone #): Anita Bell x7194				

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

CAPTION

A Resolution accepting the Certified Appraisal Rolls for Fiscal Year 2009-10 for Collin County and Denton County, and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	121,813,620	121,813,620
BALANCE	0	0	121,813,620	121,813,620

FUND(S): GENERAL FUND; GENERAL OBLIGATION FUND; TIF

COMMENTS: The 2009-10 Certified Appraisal Roll will generate revenues of approximately \$121,813,620, at the proposed tax rate of 48.86 cents per \$100 of assessed property value. This amount has been included within the FY 2009-10 Recommended Budget.

STRATEGIC PLAN GOAL: Accepting the Certified Appraisal Roll relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

2009-10 Certified Appraisal Rolls for Collin County and Denton County.

List of Supporting Documents: Exhibit A - Certification of the Collin County Appraisal Roll by Chief Appraiser Exhibit B - 2009 Collin County Certified Totals Exhibit C - Certification of the Denton County	Other Departments, Boards, Commissions or Agencies
--	--



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Appraisal Roll by Chief Appraiser
Exhibit D – 2009 Denton County Certified Totals

--	--

i-2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ACCEPTING THE CERTIFIED APPRAISAL ROLLS FOR FISCAL YEAR 2009-10 FOR COLLIN COUNTY AND DENTON COUNTY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under V.T.C.A. Tax Code Section 26.04(b), the Tax Assessor for the City is required to submit the Appraisal Roll for the unit showing the total appraised, assessed and taxable values of all property and the total taxable value of the new property to the City Council; and

WHEREAS, the certification of the 2009 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Collin County, is attached hereto as Exhibit "A," and

WHEREAS, the calculation of the 2009 Collin County certified total value, including the value of new property is attached hereto as Exhibit "B," and

WHEREAS, the certification of the 2009 Appraisal Roll by the Chief Appraiser, Central Appraisal District of Denton County, is attached hereto as Exhibit "C," and

WHEREAS, the calculation of the 2009 Denton County certified total value, including the value of new property is attached hereto as Exhibit "D," and

WHEREAS, upon review of the Certified Appraisal Rolls of Collin County and Denton County and all matters attendant and related thereto, the City Council finds that the Certified Appraisal Rolls of Collin County and Denton County for the Fiscal Year of 2009-10, should be accepted.

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

Section I. The Certified Appraisal Rolls for the Collin County and Denton County for the Fiscal Year 2009-10, as submitted by the City Tax Assessors/Collector, is hereby accepted.

Section II. This Resolution shall become effective immediately upon this passage.

DULY PASSED AND APPROVED this ____ day of _____, 2009

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

1-3



Collin Central Appraisal District

PROPERTY TAX CODE, SECTION 26.01(a)

CERTIFICATION OF 2009 APPRAISAL ROLL

FOR: PLANO CITY

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Records of the Collin Central Appraisal District which lists property taxable by PLANO CITY and constitutes the appraisal roll for PLANO CITY with the amounts listed on the attached totals pages, with the heading "2009 Certified Totals".



 Signature of Chief Appraiser

July 24, 2009

 Date

Note: Approval of the appraisal records by the Collin Central Appraisal District Appraisal Review Board recorded on the 18th day of July, 2009.

PROPERTY TAX CODE, SECTION 26.01(c)

CERTIFICATION OF 2009 PROPERTIES UNDER PROTEST AND NOT INCLUDED IN CERTIFIED ROLL ABOVE

FOR: PLANO CITY

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the Appraisal Records of the Collin Central Appraisal District which lists property taxable by PLANO CITY but NOT included on the appraisal roll for PLANO CITY, since these properties are currently under Protest. The protested property values are listed on the attached totals pages, with the subheading "Under ARB Review Totals".

If there are no attached pages labeled with the subheading "Under ARB Review Totals" then all protests within the PLANO CITY were completed by July 18th and included in the Certified Roll listed above.



 Signature of Chief Appraiser

July 24, 2009

 Date

**NOTE: Please be advised that the property values appearing on the 'Under ARB Review Totals' page in your certified totals packet reflect the current 2009 Market and Taxable Values for the properties Under ARB Review without any Section 26.01(c) adjustments. In order to arrive at the taxable value to use for the effective tax rate calculations for your entity, you will need to use the taxable value from the 'ARB Approved Totals' page, along with the 'Total Value Used' that appears in the Lower Value Used section on the Effective Rate Assumption page. The Total Value Used on the Effective Rate Assumption page is the taxable value Under ARB Review that has been adjusted in accordance with Property Tax Code, Section 26.01(c). The 'Grand Totals' page is the combined 'ARB Approved Totals' plus the 'Under ARB Review Totals' – which have not been adjusted.*

CC: COLLIN COUNTY TAX OFFICE

Collin County **2009 CERTIFIED TOTALS** As of Certification
 Property Count: 83,772 CPL - PLANO CITY
ARB Approved Totals 7/23/2009 4:56:04PM

Land	Value		
Homesite:	3,817,915,586		
Non Homesite:	3,243,981,896		
Ag Market:	629,518,782		
Timber Market:	0	Total Land	(+) 7,691,416,264

Improvement	Value		
Homesite:	11,992,396,769		
Non Homesite:	7,371,738,943	Total Improvements	(+) 19,364,135,712

Non Real	Count	Value		
Personal Property:	10,096	2,443,976,194		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+) 2,443,976,194
			Market Value	= 29,499,528,170

Ag	Non Exempt	Exempt		
Total Productivity Market:	628,838,769	680,013		
Ag Use:	896,619	1,015	Productivity Loss	(-) 627,942,150
Timber Use:	0	0	Appraised Value	= 28,871,586,020
Productivity Loss:	627,942,150	678,998	Homestead Cap	(-) 2,725,485
			Assessed Value	= 28,868,860,535

Exemption	Count	Local	State	Total		
AB	107	488,750,699	0	488,750,699		
CH	115	305,229,995	0	305,229,995		
CHODO	3	11,942,674	0	11,942,674		
DP	772	29,622,317	0	29,622,317		
DPS	1	0	0	0		
DV1	354	0	2,874,500	2,874,500		
DV1S	9	0	45,000	45,000		
DV2	122	0	1,069,500	1,069,500		
DV2S	2	0	15,000	15,000		
DV3	65	0	668,000	668,000		
DV3S	3	0	30,000	30,000		
DV4	128	0	1,026,000	1,026,000		
DV4S	56	0	672,000	672,000		
DVHS	45	0	8,650,920	8,650,920		
EX	1,408	0	694,383,640	694,383,640		
EX(Prorated)	4	0	1,470,556	1,470,556		
EX366	617	0	108,360	108,360		
FR	64	210,593,201	0	210,593,201		
HS	54,632	2,699,016,197	0	2,699,016,197		
HT	60	6,333,392	0	6,333,392		
LIH	14	0	5,609,084	5,609,084		
OV65	8,707	344,037,575	0	344,037,575		
OV65S	101	4,020,000	0	4,020,000		
PC	16	1,266,872	0	1,266,872	Total Exemptions	(-) 4,817,435,482

Net Taxable = 24,051,425,053

i-5

Collin County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 83,772

CPL - PLANO CITY
ARB Approved Totals

7/23/2009 4:56:04PM

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	142,890,374	82,725,573	356,147.21	368,589.64	749			
DPS	189,326	151,461	467.78	467.78	1			
OV65	1,735,456,167	1,055,818,031	4,548,123.16	4,613,048.52	8,231			
Total	1,878,535,867	1,138,695,065	4,904,738.15	4,982,105.94	8,981	Freeze Taxable	(-)	1,138,695,065
Tax Rate	0.473500							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
DP	164,222	91,378	89,824	1,554	1			
OV65	3,213,692	2,130,487	1,940,073	190,414	16			
Total	3,377,914	2,221,865	2,029,897	191,968	17	Transfer Adjustment	(-)	191,968
Freeze Adjusted Taxable							=	22,912,538,020

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 113,395,605.67 = 22,912,538,020 * (0.473500 / 100) + 4,904,738.15

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

i-6

Collin County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 2,062

CPL - PLANO CITY
Under ARB Review Totals

7/23/2009 4:56:04PM

Land		Value			
Homesite:		130,333,560			
Non Homesite:		13,410,766			
Ag Market:		0			
Timber Market:		0		Total Land	(+) 143,744,326
Improvement		Value			
Homesite:		427,375,206		Total Improvements	(+) 456,590,941
Non Homesite:		29,215,735			
Non Real		Count	Value		
Personal Property:		43	156,664,872	Total Non Real	(+) 156,664,872
Mineral Property:		0	0	Market Value	= 757,000,139
Autos:		0	0		
Ag		Non Exempt	Exempt		
Total Productivity Market:		0	0	Productivity Loss	(-) 0
Ag Use:		0	0	Appraised Value	= 757,000,139
Timber Use:		0	0	Homestead Cap	(-) 122,440
Productivity Loss:		0	0	Assessed Value	= 756,877,699

Exemption	Count	Local	State	Total		
AB	4	41,398,645	0	41,398,645		
DP	7	280,000	0	280,000		
DV1	1	0	5,000	5,000		
DV2	2	0	15,000	15,000		
EX	1	0	1,000	1,000		
FR	2	11,698,879	0	11,698,879		
HS	1,736	103,207,933	0	103,207,933		
HT	1	146,757	0	146,757		
OV65	97	3,840,000	0	3,840,000		
OV65S	1	40,000	0	40,000	Total Exemptions	(-) 160,633,214
					Net Taxable	= 596,244,485

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	1,384,426	867,540	3,945.70	4,074.75	6		
OV65	17,892,228	11,515,141	50,705.65	51,738.43	70		
Total	19,276,654	12,382,681	54,651.35	55,813.18	76	Freeze Taxable	(-) 12,382,681

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	158,947	87,158	73,433	13,725	1		
Total	158,947	87,158	73,433	13,725	1	Transfer Adjustment	(-) 13,725
					Freeze Adjusted Taxable	=	583,848,079

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 2,819,172.00 = 583,848,079 * (0.473500 / 100) + 54,651.35

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

i-7

Collin County **2009 CERTIFIED TOTALS** As of Certification
 Property Count: 85,834 CPL - PLANO CITY 7/23/2009 4:56:04PM
Grand Totals

Land	Value			
Homesite:	3,948,249,146			
Non Homesite:	3,257,392,662			
Ag Market:	629,518,782			
Timber Market:	0	Total Land	(+)	7,835,160,590

Improvement	Value			
Homesite:	12,419,771,975			
Non Homesite:	7,400,954,678	Total Improvements	(+)	19,820,726,653

Non Real	Count	Value		
Personal Property:	10,139	2,600,641,066		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+)
			Market Value	=
				2,600,641,066
				30,256,528,309

Ag	Non Exempt	Exempt		
Total Productivity Market:	628,838,769	680,013		
Ag Use:	896,619	1,015	Productivity Loss	(-)
Timber Use:	0	0	Appraised Value	=
Productivity Loss:	627,942,150	678,998		29,628,586,159
			Homestead Cap	(-)
			Assessed Value	=
				2,847,925
				29,625,738,234

Exemption	Count	Local	State	Total		
AB	111	530,149,344	0	530,149,344		
CH	115	305,229,995	0	305,229,995		
CHODO	3	11,942,674	0	11,942,674		
DP	779	29,902,317	0	29,902,317		
DPS	1	0	0	0		
DV1	355	0	2,879,500	2,879,500		
DV1S	9	0	45,000	45,000		
DV2	124	0	1,084,500	1,084,500		
DV2S	2	0	15,000	15,000		
DV3	65	0	668,000	668,000		
DV3S	3	0	30,000	30,000		
DV4	128	0	1,026,000	1,026,000		
DV4S	56	0	672,000	672,000		
DVHS	45	0	8,650,920	8,650,920		
EX	1,409	0	694,384,640	694,384,640		
EX(Prorated)	4	0	1,470,556	1,470,556		
EX366	617	0	108,360	108,360		
FR	66	222,292,080	0	222,292,080		
HS	56,368	2,802,224,130	0	2,802,224,130		
HT	61	6,480,149	0	6,480,149		
LIH	14	0	5,609,084	5,609,084		
OV65	8,804	347,877,575	0	347,877,575		
OV65S	102	4,060,000	0	4,060,000		
PC	16	1,266,872	0	1,266,872	Total Exemptions	(-)
						4,978,068,696

Net Taxable = 24,647,669,538

i-8

Collin County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 85,834

CPL - PLANO CITY
Grand Totals

7/23/2009 4:56:04PM

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	144,274,800	83,593,113	360,092.91	372,664.39	755			
DPS	189,326	151,461	467.78	467.78	1			
OV65	1,753,348,395	1,067,333,172	4,598,828.81	4,664,786.95	8,301			
Total	1,897,812,521	1,151,077,746	4,959,389.50	5,037,919.12	9,057	Freeze Taxable	(-)	1,151,077,746
Tax Rate	0.473500							

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count			
DP	164,222	91,378	89.824	1,554	1			
OV65	3,372,639	2,217,645	2,013,506	204,139	17			
Total	3,536,861	2,309,023	2,103,330	205,693	18	Transfer Adjustment	(-)	205,693
Freeze Adjusted Taxable							=	23,496,386,099

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 116,214,777.68 = 23,496,386,099 * (0.473500 / 100) + 4,959,389.50

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

1-9

Collin County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 83,772

CPL - PLANO CITY
ARB Approved Totals

7/23/2009

4:56:16PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	66,593		\$74,722,754	\$15,626,806,017
B	MULTIFAMILY RESIDENCE	1,044		\$74,535,450	\$2,013,221,175
C	VACANT LOT	481		\$0	\$177,902,682
D1	QUALIFIED AG LAND	244	3,256.0883	\$0	\$628,838,769
D2	NON-QUALIFIED LAND	120	1,338.8081	\$0	\$147,703,089
E	FARM OR RANCH IMPROVEMENT	43		\$0	\$9,881,208
F1	COMMERCIAL REAL PROPERTY	1,909		\$174,194,863	\$6,486,292,147
F2	INDUSTRIAL REAL PROPERTY	310		\$36,240,569	\$863,924,026
J2	GAS DISTRIBUTION SYSTEM	3		\$0	\$14,498,053
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	40		\$0	\$170,930,145
J4	TELEPHONE COMPANY (INCLUDING CO-O	433		\$10,154	\$122,803,755
J5	RAILROAD	24		\$0	\$562,335
J6	PIPELAND COMPANY	3		\$0	\$1,486,374
J7	CABLE TELEVISION COMPANY	5		\$0	\$2,930,217
L1	COMMERCIAL PERSONAL PROPERTY	8,780		\$8,761,204	\$1,960,370,470
L2	INDUSTRIAL PERSONAL PROPERTY	76		\$0	\$71,745,030
M1	TANGIBLE OTHER PERSONAL, MOBILE H	351		\$139,564	\$4,323,878
O	RESIDENTIAL INVENTORY	1,236		\$16,407,924	\$85,141,694
S	SPECIAL INVENTORY TAX	92		\$0	\$100,555,082
X	TOTALLY EXEMPT PROPERTY	2,133		\$29,149,145	\$1,009,612,024
	Totals		4,594.8964	\$414,161,627	\$29,499,528,170

i-10

Collin County	2009 CERTIFIED TOTALS	As of Certification
Property Count: 2,062	CPL - PLANO CITY Under ARB Review Totals	7/23/2009 4:56:16PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	1,968		\$204,417	\$557,116,891
B	MULTIFAMILY RESIDENCE	21		\$0	\$20,625,489
C	VACANT LOT	5		\$0	\$882,948
D2	NON-QUALIFIED LAND	2	17.5490	\$0	\$3,323,328
E	FARM OR RANCH IMPROVEMENT	1		\$0	\$323,128
F1	COMMERCIAL REAL PROPERTY	17		\$0	\$14,900,731
F2	INDUSTRIAL REAL PROPERTY	5		\$0	\$3,161,752
J4	TELEPHONE COMPANY (INCLUDING CO-O	4		\$0	\$14,523,533
J7	CABLE TELEVISION COMPANY	3		\$0	\$1,669,037
L1	COMMERCIAL PERSONAL PROPERTY	36		\$0	\$140,151,059
L2	INDUSTRIAL PERSONAL PROPERTY	1		\$0	\$321,243
X	TOTALLY EXEMPT PROPERTY	1		\$0	\$1,000
Totals			17.5490	\$204,417	\$757,000,139

e-11

Collin County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 85,834

CPL - PLANO CITY
Grand Totals

7/23/2009

4:56:16PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	68,561		\$74,927,171	\$16,183,922,908
B	MULTIFAMILY RESIDENCE	1,065		\$74,535,450	\$2,033,846,664
C	VACANT LOT	486		\$0	\$178,785,630
D1	QUALIFIED AG LAND	244	3,256.0883	\$0	\$628,838,769
D2	NON-QUALIFIED LAND	122	1,356.3571	\$0	\$151,026,417
E	FARM OR RANCH IMPROVEMENT	44		\$0	\$10,204,336
F1	COMMERCIAL REAL PROPERTY	1,926		\$174,194,863	\$6,501,192,878
F2	INDUSTRIAL REAL PROPERTY	315		\$36,240,569	\$867,085,778
J2	GAS DISTRIBUTION SYSTEM	3		\$0	\$14,498,053
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	40		\$0	\$170,930,145
J4	TELEPHONE COMPANY (INCLUDING CO-O	437		\$10,154	\$137,327,288
J5	RAILROAD	24		\$0	\$562,335
J6	PIPELAND COMPANY	3		\$0	\$1,486,374
J7	CABLE TELEVISION COMPANY	8		\$0	\$4,599,254
L1	COMMERCIAL PERSONAL PROPERTY	8,816		\$8,761,204	\$2,100,521,529
L2	INDUSTRIAL PERSONAL PROPERTY	77		\$0	\$72,066,273
M1	TANGIBLE OTHER PERSONAL, MOBILE H	351		\$139,564	\$4,323,878
O	RESIDENTIAL INVENTORY	1,236		\$16,407,924	\$85,141,694
S	SPECIAL INVENTORY TAX	92		\$0	\$100,555,082
X	TOTALLY EXEMPT PROPERTY	2,134		\$29,149,145	\$1,009,613,024
	Totals		4,612.4454	\$414,366,044	\$30,256,528,309

u-12

Collin County	2009 CERTIFIED TOTALS	As of Certification
Property Count: 85,834	CPL - PLANO CITY Effective Rate Assumption	7/23/2009 4:56:16PM

New Value

TOTAL NEW VALUE MARKET:	\$414,366,044
TOTAL NEW VALUE TAXABLE:	\$372,240,495

New Exemptions

Exemption	Description	Count	2008 Market Value	2009 Market Value
EX	TOTAL EXEMPTION	36		\$7,160,222
EX366	HOUSE BILL 366	266		\$4,737,303
ABSOLUTE EXEMPTIONS VALUE LOSS				\$11,897,525

Exemption	Description	Count	Exemption Amount
DP	DISABILITY	19	\$760,000
DV1	DISABLED VET	4	\$27,000
DV1S	DISABLED VET	3	\$15,000
DV2	DISABLED VET	6	\$49,500
DV3	DISABLED VET	4	\$30,000
DV4	DISABLED VET	14	\$132,000
DV4S	DISABLED VET	5	\$60,000
DVHS	Disabled Veteran Homestead	45	\$8,650,920
HS	HOMESTEAD	1,165	\$59,673,239
OV65	OVER 65	565	\$22,289,482
OV65S	OVER 65 Surviving Spouse	2	\$80,000
PARTIAL EXEMPTIONS VALUE LOSS		1,832	\$91,767,141
TOTAL EXEMPTIONS VALUE LOSS			\$103,664,666

New Ag / Timber Exemptions

2008 Market Value	\$327,497	
2009 Ag/Timber Use	\$1,357	Count: 2
NEW AG / TIMBER VALUE LOSS	\$326,140	

New Annexations

New Deannexations

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
55,979	\$249,679	\$49,954	\$199,725
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
55,959	\$249,681	\$49,954	\$199,727

1-13

Collin County

2009 CERTIFIED TOTALS

As of Certification

CPL - PLANO CITY
Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
2,062	\$757,000,139.00	\$580,200,622

1-14

Collin County **2009 CERTIFIED TOTALS** As of Certification
 TP1 - PLANO TIF #1 - BASE 1997-59 (JCN), 1998-0 (GCN,CPL,SPL)
 Property Count: 37 ARB Approved Totals 7/23/2009 4:56:04PM

Land		Value			
Homesite:		0			
Non Homesite:		76,909,582			
Ag Market:		0			
Timber Market:		0	Total Land	(+) 76,909,582	
Improvement		Value			
Homesite:		0			
Non Homesite:		183,174,297	Total Improvements	(+) 183,174,297	
Non Real		Count	Value		
Personal Property:	0		0		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+) 0
			Market Value	= 260,083,879	
Ag		Non Exempt	Exempt		
Total Productivity Market:	0		0		
Ag Use:	0		0	Productivity Loss	(-) 0
Timber Use:	0		0	Appraised Value	= 260,083,879
Productivity Loss:	0		0	Homestead Cap	(-) 0
			Assessed Value	= 260,083,879	
Exemption		Count	Local	State	Total
EX	9	0	11,046,802	11,046,802	Total Exemptions
					(-) 11,046,802
					Net Taxable
					= 249,037,077

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 0.00 = 249,037,077 * (0.000000 / 100)

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

11-15

Collin County 2009 CERTIFIED TOTALS As of Certification
 TP1 - PLANO TIF #1 - BASE 1997-59 (JCN), 1998-0 (GCN,CPL,SPL)
 Property Count: 37 Grand Totals 7/23/2009 4:56:04PM

Land		Value			
Homesite:		0			
Non Homesite:		76,909,582			
Ag Market:		0			
Timber Market:		0	Total Land	(+) 76,909,582	
Improvement		Value			
Homesite:		0			
Non Homesite:		183,174,297	Total Improvements	(+) 183,174,297	
Non Real		Count	Value		
Personal Property:	0		0		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+) 0
			Market Value	= 260,083,879	
Ag		Non Exempt	Exempt		
Total Productivity Market:	0		0		
Ag Use:	0		0	Productivity Loss	(-) 0
Timber Use:	0		0	Appraised Value	= 260,083,879
Productivity Loss:	0		0	Homestead Cap	(-) 0
			Assessed Value	= 260,083,879	
Exemption		Count	Local	State	Total
EX	9	0	11,046,802	11,046,802	Total Exemptions
					(-) 11,046,802
				Net Taxable	= 249,037,077

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 0.00 = 249,037,077 * (0.000000 / 100)

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

u-16

Collin County **2009 CERTIFIED TOTALS** As of Certification
 TP1 - PLANO TIF #1 - BASE 1997-59 (JCN), 1998-0 (GCN,CPL,SPL)
 Property Count: 37 ARB Approved Totals 7/23/2009 4:56:16PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
C	VACANT LOT	2		\$0	\$3,331,120
D2	NON-QUALIFIED LAND	1	7.1600	\$0	\$4,678,344
F1	COMMERCIAL REAL PROPERTY	25		\$290,301	\$241,027,613
X	TOTALLY EXEMPT PROPERTY	9		\$0	\$11,046,802
Totals			7.1600	\$290,301	\$260,083,879

1-17

Collin County **2009 CERTIFIED TOTALS** As of Certification
 Property Count: 37 TP1 - PLANO TIF #1 - BASE 1997-59 (JCN), 1998-0 (GCN,CPL,SPL) 7/23/2009 4:56:16PM
Grand Totals

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
C	VACANT LOT	2		\$0	\$3,331,120
D2	NON-QUALIFIED LAND	1	7.1600	\$0	\$4,678,344
F1	COMMERCIAL REAL PROPERTY	25		\$290,301	\$241,027,613
X	TOTALLY EXEMPT PROPERTY	9		\$0	\$11,046,802
Totals			7.1600	\$290,301	\$260,083,879

i 78

Collin County	2009 CERTIFIED TOTALS	As of Certification
Property Count: 37	TP1 - PLANO TIF #1 - BASE 1997-59 (JCN), 1998-0 (GCN,CPL,SPL) Effective Rate Assumption	7/23/2009 4:56:16PM

New Value

TOTAL NEW VALUE MARKET:	\$290,301
TOTAL NEW VALUE TAXABLE:	\$290,301

New Exemptions

Exemption	Description	Count
-----------	-------------	-------

ABSOLUTE EXEMPTIONS VALUE LOSS

Exemption	Description	Count	Exemption Amount
-----------	-------------	-------	------------------

PARTIAL EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS \$0

New Ag / Timber Exemptions

New Annexations

New Deannexations

Average Homestead Value

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
------------------------	----------------	----------------------	-----------------

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
-------------------------------	--------------------	------------------

279

Collin County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 665

TP2 - PLANO TIF #2 - BASE 1999-24
ARB Approved Totals

7/23/2009 4:56:04PM

Land		Value				
Homesite:		4,553,766				
Non Homesite:		193,602,882				
Ag Market:		3,598,522				
Timber Market:		0		Total Land	(+)	201,755,170
Improvement		Value				
Homesite:		10,668,803				
Non Homesite:		320,117,291		Total Improvements	(+)	330,786,094
Non Real		Count	Value			
Personal Property:		1	2,500			
Mineral Property:		0	0			
Autos:		0	0	Total Non Real	(+)	2,500
				Market Value	=	532,543,764
Ag		Non Exempt	Exempt			
Total Productivity Market:		3,598,522	0			
Ag Use:		2,636	0	Productivity Loss	(-)	3,595,886
Timber Use:		0	0	Appraised Value	=	528,947,878
Productivity Loss:		3,595,886	0			
				Homestead Cap	(-)	23,287
				Assessed Value	=	528,924,591
Exemption	Count	Local	State	Total		
EX	108	0	35,233,661	35,233,661	Total Exemptions	(-) 35,233,661
					Net Taxable	= 493,690,930

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
0.00 = 493,690,930 * (0.000000 / 100)

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00

i-20

Collin County **2009 CERTIFIED TOTALS** As of Certification
 Property Count: 3 TP2 - PLANO TIF #2 - BASE 1999-24
Under ARB Review Totals 7/23/2009 4:56:04PM

Land	Value			
Homesite:	40,000			
Non Homesite:	204,245			
Ag Market:	0			
Timber Market:	0	Total Land	(+)	244,245
Improvement				
Homesite:	129,686			
Non Homesite:	359,939	Total Improvements	(+)	489,625
Non Real				
		Count		Value
Personal Property:	0			0
Mineral Property:	0			0
Autos:	0			0
		Total Non Real	(+)	0
		Market Value	=	733,870
Ag				
		Non Exempt		Exempt
Total Productivity Market:	0			0
Ag Use:	0			0
Timber Use:	0			0
Productivity Loss:	0			0
		Productivity Loss	(-)	0
		Appraised Value	=	733,870
		Homestead Cap	(-)	0
		Assessed Value	=	733,870
		Net Taxable	=	733,870

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 0.00 = 733,870 * (0.000000 / 100)

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

i-21

Collin County **2009 CERTIFIED TOTALS** As of Certification
 TP2 - PLANO TIF #2 - BASE 1999-24
 Property Count: 668 Grand Totals 7/23/2009 4:56:04PM

Land		Value				
Homesite:		4,593,766				
Non Homesite:		193,807,127				
Ag Market:		3,598,522				
Timber Market:		0	Total Land	(+)		
				201,999,415		
Improvement		Value				
Homesite:		10,798,489				
Non Homesite:		320,477,230	Total Improvements	(+)		
				331,275,719		
Non Real		Count	Value			
Personal Property:	1		2,500			
Mineral Property:	0		0			
Autos:	0		0	Total Non Real	(+)	
					2,500	
				Market Value	=	
					533,277,634	
Ag		Non Exempt	Exempt			
Total Productivity Market:		3,598,522	0			
Ag Use:		2,636	0	Productivity Loss	(-)	
Timber Use:		0	0	Appraised Value	=	
Productivity Loss:		3,595,886	0		529,681,748	
				Homestead Cap	(-)	
				Assessed Value	=	
					23,287	
					529,658,461	
Exemption	Count	Local	State	Total		
EX	108	0	35,233,661	35,233,661	Total Exemptions	(-)
						35,233,661
					Net Taxable	=
						494,424,800

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 0.00 = 494,424,800 * (0.000000 / 100)

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

i-22

Collin County	2009 CERTIFIED TOTALS	As of Certification
Property Count: 665	TP2 - PLANO TIF #2 - BASE 1999-24 ARB Approved Totals	7/23/2009 4:56:16PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	98		\$737,292	\$14,634,497
B	MULTIFAMILY RESIDENCE	15		\$0	\$52,165,849
C	VACANT LOT	89		\$0	\$8,338,970
D1	QUALIFIED AG LAND	5	14.4807	\$0	\$3,598,522
D2	NON-QUALIFIED LAND	3	19.0660	\$0	\$5,338,345
F1	COMMERCIAL REAL PROPERTY	261		\$2,821,166	\$337,151,511
F2	INDUSTRIAL REAL PROPERTY	70		\$176,940	\$74,691,035
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$34,031
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	2		\$0	\$58,163
J4	TELEPHONE COMPANY (INCLUDING CO-O	2		\$0	\$891,811
J5	RAILROAD	6		\$0	\$0
L1	COMMERCIAL PERSONAL PROPERTY	2		\$0	\$2,500
O	RESIDENTIAL INVENTORY	8		\$0	\$404,869
X	TOTALLY EXEMPT PROPERTY	108		\$0	\$35,233,661
	Totals		33.5467	\$3,735,398	\$532,543,764

Collin County	2009 CERTIFIED TOTALS	As of Certification
Property Count: 3	TP2 - PLANO TIF #2 - BASE 1999-24 Under ARB Review Totals	7/23/2009 4:56:16PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	2		\$0	\$169,686
F2	INDUSTRIAL REAL PROPERTY	1		\$0	\$564,184
Totals			0.0000	\$0	\$733,870

C-24

Collin County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 668

TP2 - PLANO TIF #2 - BASE 1999-24
Grand Totals

7/23/2009

4:56:16PM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	100		\$737,292	\$14,804,183
B	MULTIFAMILY RESIDENCE	15		\$0	\$52,165,849
C	VACANT LOT	89		\$0	\$8,338,970
D1	QUALIFIED AG LAND	5	14.4807	\$0	\$3,598,522
D2	NON-QUALIFIED LAND	3	19.0660	\$0	\$5,338,345
F1	COMMERCIAL REAL PROPERTY	261		\$2,821,166	\$337,151,511
F2	INDUSTRIAL REAL PROPERTY	71		\$176,940	\$75,255,219
J2	GAS DISTRIBUTION SYSTEM	1		\$0	\$34,031
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	2		\$0	\$58,163
J4	TELEPHONE COMPANY (INCLUDING CO-O	2		\$0	\$891,811
J5	RAILROAD	6		\$0	\$0
L1	COMMERCIAL PERSONAL PROPERTY	2		\$0	\$2,500
O	RESIDENTIAL INVENTORY	8		\$0	\$404,869
X	TOTALLY EXEMPT PROPERTY	108		\$0	\$35,233,661
	Totals		33.5467	\$3,735,398	\$533,277,634

i-25

Collin County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 668

TP2 - PLANO TIF #2 - BASE 1999-24

Effective Rate Assumption

7/23/2009

4:56:16PM

New Value

TOTAL NEW VALUE MARKET: **\$3,735,398**
 TOTAL NEW VALUE TAXABLE: **\$3,735,398**

New Exemptions

Exemption	Description	Count		
EX	TOTAL EXEMPTION	1	2008 Market Value	\$320,747
ABSOLUTE EXEMPTIONS VALUE LOSS				\$320,747

Exemption	Description	Count	Exemption Amount
PARTIAL EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			\$320,747

New Ag / Timber Exemptions

New Annexations

New Deannexations

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
38	\$150,628	\$613	\$150,015
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
38	\$150,628	\$613	\$150,015

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
3	\$733,870.00	\$720,475

1-26

CERTIFICATION OF 2009 APPRAISAL RECORDS

JULY 17, 2009

"I, Joe Rogers, Chief Appraiser for the Denton Central Appraisal District,
Solemnly swear that I have made, or caused to be made, a diligent inquiry to
ascertain all property in the district subject to appraisal by me, and that I have
included in the records all property that I am aware of at an appraised value
determined as required by law."



JOE ROGERS, CHIEF APPRAISER
DENTON CENTRAL APPRAISAL DISTRICT



BEATRICE CHAMBERS
NOTARY PUBLIC
EXPIRES: 02/08/2011

APPRAISAL REVIEW BOARD

DENTON COUNTY, TEXAS

ORDER APPROVING APPRAISAL RECORDS
FOR 2009

On July 17, the Appraisal Review Board of Denton County, Texas, met to approve the appraisal records for tax year 2009.

The Board finds that the appraisal records, as corrected by the Chief Appraiser according to the orders of the Board, should be approved.

The Board finds that the sum of the appraised values, as determined by the Chief Appraiser, on all properties on which protests have been filed but not determined by this Board is five percent or less of the total appraised value of all other taxable properties.

The Board therefore APPROVES the appraisal records as corrected.

Signed on July 17, 2009



Donald L Miller
CHAIRPERSON APPRAISAL REVIEW BOARD

DENTON County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 2,299

C29 - CITY OF PLANO
ARB Approved Totals

7/18/2009 11:14:47AM

Land		Value			
Homesite:		228,141,061			
Non Homesite:		90,572,765			
Ag Market:		34,354,818			
Timber Market:		0	Total Land	(+)	353,068,644
Improvement		Value			
Homesite:		597,043,092			
Non Homesite:		104,063,800	Total Improvements	(+)	701,106,892
Non Real		Count	Value		
Personal Property:	63	34,710,157			
Mineral Property:	0	0			
Autos:	0	0	Total Non Real	(+)	34,710,157
			Market Value	=	1,088,885,693
Ag		Non Exempt	Exempt		
Total Productivity Market:	34,354,818	0			
Ag Use:	789,632	0	Productivity Loss	(-)	33,565,186
Timber Use:	0	0	Appraised Value	=	1,055,320,507
Productivity Loss:	33,565,186	0			
			Homestead Cap	(-)	3,822,834
			Assessed Value	=	1,051,497,673

Exemption	Count	Local	State	Total		
DP	8	320,000	0	320,000		
DV1	6	0	37,000	37,000		
DV2	2	0	15,000	15,000		
DV3	3	0	30,000	30,000		
DV4	7	0	60,000	60,000		
DV4S	1	0	12,000	12,000		
DVHS	2	0	392,056	392,056		
EX	20	0	43,448,013	43,448,013		
EX366	5	0	952	952		
HS	1,553	137,858,541	0	137,858,541		
OV65	310	12,254,781	0	12,254,781		
OV65S	5	200,000	0	200,000	Total Exemptions	(-)
						194,628,343
					Net Taxable	=
						856,869,330

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	2,435,331	1,628,263	7,262.56	7,719.53	8		
OV65	100,986,886	68,989,933	293,340.23	307,532.49	287		
Total	103,422,217	70,618,196	300,602.79	315,252.02	295	Freeze Taxable	(-)
Tax Rate	0.473500						
						Freeze Adjusted Taxable	=
							786,251,134

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 4,023,501.91 = 786,251,134 * (0.473500 / 100) + 300,602.79

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

u-29

DENTON County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 19

C29 - CITY OF PLANO
Under ARB Review Totals

7/18/2009 11:14:47AM

Land		Value			
Homesite:		877,907			
Non Homesite:		421,501			
Ag Market:		0			
Timber Market:		0			
				Total Land	(+) 1,299,408
Improvement		Value			
Homesite:		2,273,684			
Non Homesite:		0			
				Total Improvements	(+) 2,273,684
Non Real		Count	Value		
Personal Property:		1	26,050		
Mineral Property:		0	0		
Autos:		0	0		
				Total Non Real	(+) 26,050
				Market Value	= 3,599,142
Ag	Non Exempt	Exempt			
Total Productivity Market:	0	0			
Ag Use:	0	0		Productivity Loss	(-) 0
Timber Use:	0	0		Appraised Value	= 3,599,142
Productivity Loss:	0	0		Homestead Cap	(-) 0
				Assessed Value	= 3,599,142
Exemption	Count	Local	State	Total	
HS	13	599,854	0	599,854	
OV65	8	320,000	0	320,000	
					Total Exemptions (-) 919,854
					Net Taxable = 2,679,288
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count
OV65	247,495	157,996	748.11	1,563.15	1
Total	247,495	157,996	748.11	1,563.15	1
Tax Rate	0.473500				
					Freeze Taxable (-) 157,996
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count
OV65	470,905	296,724	247,231	49,493	2
Total	470,905	296,724	247,231	49,493	2
					Transfer Adjustment (-) 49,493
					Freeze Adjusted Taxable = 2,471,799

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 12,452.08 = 2,471,799 * (0.473500 / 100) + 748.11

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

1-30

DENTON County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 2,318

C29 - CITY OF PLANO
Grand Totals

7/18/2009 11:14:47AM

Land	Value			
Homesite:	229,018,968			
Non Homesite:	90,994,266			
Ag Market:	34,354,818			
Timber Market:	0	Total Land	(+)	354,368,052

Improvement	Value			
Homesite:	599,316,776			
Non Homesite:	104,063,800	Total Improvements	(+)	703,380,576

Non Real	Count	Value		
Personal Property:	64	34,736,207		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+)
			Market Value	=
				1,092,484,835

Ag	Non Exempt	Exempt		
Total Productivity Market:	34,354,818	0		
Ag Use:	789,632	0	Productivity Loss	(-)
Timber Use:	0	0	Appraised Value	=
Productivity Loss:	33,565,186	0		1,058,919,649
			Homestead Cap	(-)
			Assessed Value	=
				3,822,834
				1,055,096,815

Exemption	Count	Local	State	Total		
DP	8	320,000	0	320,000		
DV1	6	0	37,000	37,000		
DV2	2	0	15,000	15,000		
DV3	3	0	30,000	30,000		
DV4	7	0	60,000	60,000		
DV4S	1	0	12,000	12,000		
DVHS	2	0	392,056	392,056		
EX	20	0	43,448,013	43,448,013		
EX366	5	0	952	952		
HS	1,566	138,458,395	0	138,458,395		
OV65	318	12,574,781	0	12,574,781		
OV65S	5	200,000	0	200,000	Total Exemptions	(-)
					Net Taxable	=
						859,548,618

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	2,435,331	1,628,263	7,262.56	7,719.53	8		
OV65	101,234,381	69,147,929	294,088.34	309,095.64	288		
Total	103,669,712	70,776,192	301,350.90	316,815.17	296	Freeze Taxable	(-)
Tax Rate	0.473500						70,776,192

Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count		
OV65	470,905	296,724	247,231	49,493	2		
Total	470,905	296,724	247,231	49,493	2	Transfer Adjustment	(-)
						Freeze Adjusted Taxable	=
							788,722,933

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 4,035,953.99 = 788,722,933 * (0.473500 / 100) + 301,350.90

Tax Increment Finance Value: 0

u-31

DENTON County	2009 CERTIFIED TOTALS	As of Certification
Property Count: 2,318	C29 - CITY OF PLANO Grand Totals	7/18/2009 11:14:47AM
Tax Increment Finance Levy:	0.00	

1-32

DENTON County	2009 CERTIFIED TOTALS	As of Certification
Property Count: 2,299	C29 - CITY OF PLANO ARB Approved Totals	7/18/2009 11:17:34AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
		6		\$0	\$0
A	SINGLE FAMILY RESIDENCE	1,898		\$8,381,001	\$818,330,326
B	MULTIFAMILY RESIDENCE	2		\$0	\$22,999,860
C	VACANT LOT	153		\$0	\$16,351,364
D1	QUALIFIED AG LAND	11	180.7277	\$0	\$34,354,818
D2	NON-QUALIFIED LAND	1	5.6852	\$0	\$65,000
E	FARM OR RANCH IMPROVEMENT	3		\$0	\$6,096,468
F1	COMMERCIAL REAL PROPERTY	13		\$0	\$104,943,316
J4	TELEPHONE COMPANY (INCLUDING CO-O	1		\$0	\$3,120
L1	COMMERCIAL PERSONAL PROPERTY	56		\$0	\$31,542,050
O	RESIDENTIAL INVENTORY	156		\$657,502	\$10,750,406
X	TOTALLY EXEMPT PROPERTY	25		\$0	\$43,448,965
	Totals		186.4129	\$9,038,503	\$1,088,885,693

1-33

DENTON County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 19

C29 - CITY OF PLANO
Under ARB Review Totals

7/18/2009 11:17:34AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	SINGLE FAMILY RESIDENCE	14		\$5,400	\$3,151,591
C	VACANT LOT	2		\$0	\$238,949
D2	NON-QUALIFIED LAND	2	52.3850	\$0	\$182,552
L1	COMMERCIAL PERSONAL PROPERTY	1		\$0	\$26,050
	Totals		52.3850	\$5,400	\$3,599,142

1-34

DENTON County	2009 CERTIFIED TOTALS	As of Certification
Property Count: 2,318	C29 - CITY OF PLANO Grand Totals	7/18/2009 11:17:34AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
		6		\$0	\$0
A	SINGLE FAMILY RESIDENCE	1,912		\$8,386,401	\$821,481,917
B	MULTIFAMILY RESIDENCE	2		\$0	\$22,999,860
C	VACANT LOT	155		\$0	\$16,590,313
D1	QUALIFIED AG LAND	11	180.7277	\$0	\$34,354,818
D2	NON-QUALIFIED LAND	3	58.0702	\$0	\$247,552
E	FARM OR RANCH IMPROVEMENT	3		\$0	\$6,096,468
F1	COMMERCIAL REAL PROPERTY	13		\$0	\$104,943,316
J4	TELEPHONE COMPANY (INCLUDING CO-O	1		\$0	\$3,120
L1	COMMERCIAL PERSONAL PROPERTY	57		\$0	\$31,568,100
O	RESIDENTIAL INVENTORY	156		\$657,502	\$10,750,406
X	TOTALLY EXEMPT PROPERTY	25		\$0	\$43,448,965
	Totals		238.7979	\$9,043,903	\$1,092,484,835

c-35

DENTON County

2009 CERTIFIED TOTALS

As of Certification

Property Count: 2,318

C29 - CITY OF PLANO
Effective Rate Assumption

7/18/2009 11:17:34AM

New Value

TOTAL NEW VALUE MARKET: \$9,043,903
TOTAL NEW VALUE TAXABLE: \$8,168,561

New Exemptions

Exemption	Description	Count	2008 Market Value	
EX366	HB366 Exemp	2		\$0
ABSOLUTE EXEMPTIONS VALUE LOSS				\$0

Exemption	Description	Count	Exemption Amount
DV2	Disabled Veteran	1	\$7,500
DV3	Disabled Veteran	1	\$10,000
DV4	Disabled Veteran	2	\$12,000
DVHS	Disabled Veteran Homestead	2	\$392,056
HS	Homestead	88	\$6,685,824
OV65	Over 65	34	\$1,360,000
PARTIAL EXEMPTIONS VALUE LOSS		128	\$8,467,380
TOTAL EXEMPTIONS VALUE LOSS			\$8,467,380

New Ag / Timber Exemptions

New Annexations

New Deannexations

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,566	\$442,347	\$90,856	\$351,491
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
1,564	\$439,015	\$90,141	\$348,874

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
19	\$3,599,142.00	\$2,412,552

1-36

For Entity : CITY OF PLANO
Year: 2009

Owner ID	Taxpayer Name	Market Value	Taxable Value
540772	FRITO-LAY INC	\$79,160,430	\$54,249,490
423159	SG ARBOR HILLS PLANO LP ETAL	\$22,997,573	\$22,997,573
626326	CNL RET CRS2 PLANO TX LP	\$16,558,926	\$16,558,926
647184	FAEC HOLDINGS (TX) LLC	\$16,086,109	\$16,086,109
690986	AG/SRI PRESTONWOOD LLC	\$12,038,921	\$12,038,921
704924	HCRI PRESTONWOOD MEDICAL FACILITY, LLC	\$8,898,750	\$8,898,750
611886	PLANO PROPERTIES INC	\$7,800,000	\$7,800,000
89908	SIEMENS FINANCIAL SERV INC	\$5,374,263	\$5,374,263
344800	PRESTONWOOD GOLF CLUB CORP	\$4,670,696	\$4,670,696
256821	DAVENPORT, JAMES L & JAYNE	\$5,149,609	\$4,079,687
344933	BRODERICK, JAMES E	\$4,653,139	\$3,722,511
331704	PROSPER LAND COMPANY LTD	\$3,686,869	\$3,686,869
446693	PFEIL, DAVID & MINDY	\$3,300,000	\$3,300,000
629886	CNL RETIREMENT CRS2 PLANO TX, LP	\$3,087,500	\$3,087,500
704895	BENTLEY PREMIER BUILDERS LLC	\$3,053,132	\$3,053,132
597797	FOITH, SCOT A	\$3,730,379	\$2,984,303
507977	PETERSON, ROBERT & VASILLIA	\$3,933,000	\$2,942,400
572507	B4S TRUST	\$2,896,213	\$2,896,213
260771	SINACOLA, MICHAEL A	\$3,574,098	\$2,859,278
452263	THE VILLAGE AT PRESTONWOOD LP	\$2,732,703	\$2,732,703



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date		
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	7/20/09		
Council Meeting Date: 08/10/09		Budget	7/31/09		
Department: Purchasing		Legal	7/30/09		
Department Head: Mike Ryan		Assistant City Manager	7-31-09		
Dept Signature: <i>Mike Ryan</i>		Deputy City Manager	7-31-09		
		City Manager	8/3/09		
Agenda Coordinator (include phone #): Glenna Hayes x 7539					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
To ratify expenditure in the amount of \$87,526.32 for the continuation of professional services for third party claims administration services with Alternative Service Concepts, LLC.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget			1,539,067	0	1,539,067
Encumbered/Expended Amount			-705,280	0	-705,280
This Item		0	-87,526	0	-87,526
BALANCE		0	746,261	0	746,261
FUND(S): PROPERTY/LIABILITY LOSS FUND					
COMMENTS: Funds are included in the 2008-09 Self Insurance department budget. This item will ratify expenditure in the estimated amount of \$87,526, and provide for the continuation of professional service for third party claims administration until a new contract is executed.					
STRATEGIC PLAN GOAL: Professional services for third party claims administrations related to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends Council ratify an expenditure in the estimated amount of \$87,526.32 for the continuation of professional services for third party claims administration from Alternative Service Corporation LLC for the time period of 4/16/09 through execution of contract 2009-163-C.					
List of Supporting Documents: Resolution; Contract			Other Departments, Boards, Commissions or Agencies N/A		

J-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RATIFYING EXPENDITURES AND THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN ALTERNATIVE SERVICE CONCEPTS, LLC (ASC), A DELAWARE CORPORATION AND THE CITY OF PLANO FOR THIRD PARTY CLAIMS SERVICES (A PROFESSIONAL SERVICE); APPROVING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ASC has been providing claims services, a professional service, for Workers Compensation, Automobile Liability, General Liability and Property Liability claims for the City under contract 2007-70-C with Merit Insurance; and

WHEREAS, contract 2007-70-C was not renewed with the Merit Insurance; and

WHEREAS, the City has elected to continue such services on an interim basis effective April 16, 2009; and

WHEREAS, section 252.022(a.4) of the Texas Local Government Code exempts from the competitive bid requirement “ a procurement for personal, professional, or planning services”; and

WHEREAS, the City has been presented an agreement by and between Alternative Service Concepts, LLC and the City of Plano, for claims services, a professional services agreement, for Workers Compensation, Automobile Liability, General Liability and Property Liability claims for the City, 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 all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be ratified and approved.

J-2

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

Section I. The City Council hereby finds and determines that the ratification of the terms and conditions of the interim Agreement, to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things ratified and execution by the City Manager, or his designee, on behalf of the City of Plano is hereby approved.

Section II. The City Manager or his designee, is hereby authorized to execute any and all documents in connection with these professional services in the estimated amount of EIGHTY-SEVEN THOUSAND, FIVE HUNDRED TWENTY-SIX AND 32/100 DOLLARS (\$87,526.32).

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

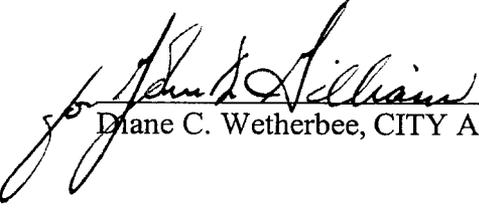
DULY PASSED AND APPROVED this the ____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
ALTERNATIVE SERVICE CONCEPTS, LLC
FOR CLAIMS SERVICE**

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 **ALTERNATIVE SERVICE CONCEPTS, LLC**, incorporated in the State of Delaware, hereinafter referred to as "Professional" to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of Professional to process claims related to risk management, hereinafter referred to as the "Project"; and

WHEREAS, Professional desires to render such 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. Engagement

The City hereby agrees to retain Professional to perform professional services in connection with processing claims related to risk management, and Professional agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Professional shall perform such services as are further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A". The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the City, but said authorization must be made in writing.

III. Term of Contract

The starting date of this contract is April 16, 2009 and the contract shall end on the effective date of execution of City of Plano contract 2009-163-C, the permanent contract for professional services for risk claims processing. This contract shall be immediately terminated upon execution of City of Plano contract 2009-163-C, which shall release all parties from further obligation under the terms and conditions herein.

IV. Compensation/Expenses

Compensation and expenses during the term of this contract shall be as set forth in the Fee Schedule, attached hereto and incorporated herein as Exhibit "B."

J-4

V. Insurance

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

VI. INDEMNITY

PROFESSIONAL SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE 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 PROFESSIONAL OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF PROFESSIONAL ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM PROFESSIONAL IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). PROFESSIONAL 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 PROFESSIONAL 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 PROFESSIONAL'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROFESSIONAL SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF PROFESSIONAL FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND PROFESSIONAL SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

VII. Independent Contractor

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

J-5

VIII. Assignment and Subletting

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

IX. Audits and Records

Professional agrees that at any time during normal business hours and as often as City may deem necessary, Professional 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 three (3) years from the date of City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

X. Prohibited Interest

Professional 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 Professional shall execute the affidavit shown in Exhibit "D". Professional understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

XI. Contract Termination

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

Upon termination of this Agreement, Professional shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Professional and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Professional hereby assigns all right, title and interest to said material to City for the fees specified herein.

J-6

XIII. Trade Secrets

In conducting business and in anticipation of conducting business with Professional it may be necessary for the City to share trade secrets and/or other confidential and/or proprietary information or matter with Professional. The parties agree that such information and the materials referenced in the Agreement, the results and developments there from are confidential and/or proprietary information belonging to the City. Professional agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. Professional will be responsible for its employees or agents complying with the provisions of this Agreement.

XIV. Complete Agreement

This Agreement, including the Exhibits lettered "A" through "D", 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, Professional 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, Texas
Risk Management Department
Attn: Darrell Edwards
P.O. Box 860358
Plano, TX 75086-0358

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

Alternative Service Concepts, LLC
Attn: Tommie Biggers
5601 NW 72nd Street, Suite 100
Oklahoma City, OK 73132

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. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

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

D. Successors and Assigns:

City and Professional 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.

**ALTERNATIVE SERVICE CONCEPTS,
LLC.**

DATE: _____

BY: _____
NAME: _____
TITLE: _____

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

J-8

ASC

Exhibit A to Resolution No. _____
~~Alternative Service Concepts, LLC~~

PROFESSIONAL SERVICES SCOPE OF WORK

"ASC" AGREES:

1. (a) To review all claims and/or losses reported during the term of this Contract which involve Workers Compensation, Property & Casualty claims against "Client".
- (b) To investigate, adjust, settle or resist all such losses and/or claims within the agreed discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500.00) and in accordance with the client's claims handling procedures a copy of which is attached to this contract (Attachment 2).
- (c) To investigate, adjust, settle or resist all such losses and/or claims as are in excess of the agreed discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500.00) only with specific prior approval of "Client".
- (d) To report excess claims to "Client's" excess carrier only if "Client" fulfills its obligations under "Client Agrees" Section, 4c.
- (e) To comply with all state and federal reporting mandates on behalf of "Client".
2. To furnish all claim forms necessary for proper claims administration.
3. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of "Client". Such files are available for review by "Client" at any reasonable time, with notice.
4. To maintain adequate Automobile Liability, Errors and Omissions, Fidelity Bond, General Liability, and Workers' Compensation insurance coverage in accordance with currently published City of Plano Risk Department requirements.
5. To indemnify, defend and hold harmless "Client" with respect to any claims asserted as a result of any errors, omissions, torts, intentional torts or other negligence on the part of "ASC" and/or its employees, unless the complained of actions of "ASC" were taken at the specific direction of "Client".

"CLIENT" AGREES:

1. To make funds available for payment of claims and/or loss payments and for associated allocated expense within the discretionary settlement authority limit of

J-10

EXHIBIT A
PAGE 1 OF 17

ASC

Exhibit A to Resolution No. _____

Alternative Service Concepts, LLC

- Two Thousand Five Hundred Dollars (\$2,500.00) and for claim and/or loss payments in excess of the discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500.00) with the prior approval of "Client".
2. To pay "ASC" fees in accordance with the Fee Schedule attached to this Contract.
 3. To pay "ASC" in accordance with the Texas Prompt Payment Law.
 4. (a) To pay all Allocated Loss Expenses in addition to the claim service fee to be paid to "ASC" as prescribed in this Contract.
(b) "Allocated Loss Expenses" shall include but not be limited to attorneys' fees; experts' fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; witnesses' fees; witnesses' travel expenses; court reporters' fees; transcript fees; the cost of obtaining public records; commercial photographers' fees; automobile appraisal or property appraisal fees; medical cost containment services, such as utilization review, provider bill audit, preadmission authorization, hospital bill audit, and medical case management; all outside expense items; extraordinary travel expenses incurred by "ASC" at the request of "Client"; and any other similar fees, cost or expenses associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of "Client".
(c) To provide "ASC" with complete copies of all excess policies which apply to the claims reported during the Contract period.
 5. To relinquish authority to "ASC" in all matters relating to claims service within the agreed discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500.00).
 6. (a) In the event, "ASC", acting at the specific direction of "Client", becomes liable to any third party, "Client" agrees to indemnify, defend and hold "ASC" and/or its employees harmless.
(b) If "ASC" or any of its employees are named as defendant in any action (i) where the plaintiff's cause of action involves a claim hereunder and (ii) where there are not allegations of errors, omissions, torts, intentional torts or other negligence on the part of "ASC", "Client" will assume the defense of the action

EXHIBIT A
PAGE 2 OF 17

ASC

Exhibit A to Resolution No. _____
Professional Service Concepts, LLC

on behalf of "ASC" and/or its employees and indemnify and hold "ASC" and/or its employees harmless from any judgment rendered as a result of such action.

"ASC" AND "CLIENT" MUTUALLY AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT:** The term of this agreement shall run from April 16, 2009 until the effective date of Contract 2009-163-C. Upon execution of Contract 2009-163-C, both parties shall be released of obligation under the terms and conditions herein.

In the event that this Contract terminates or expires for any reason, "Client" shall have the option:

- i. to have "ASC" handle open files which have been reported for an additional fee at the then prevailing rates.
 - ii. to have "ASC" return the files to the client
2. This Contract covers Claim Service for "Client" in the United States of America.
 3. Gross receipts tax or assessments in those states or jurisdictions where levied shall be in addition to the service fee.
 4. In the event any one or more of the provisions of this Contract shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Contract shall continue in full force and effect, as if said invalid and unenforceable portion had not been included in this Contract.
 5. This Contract shall be construed and interpreted in accordance with the laws of the state of Texas.
 6. This Contract represents the entire understanding of "ASC" and "Client" and supersedes all prior oral and written communications between "ASC" and "Client" as to the subject matter. Neither this Contract nor any provisions of it may be amended, modified or waived except in writing signed by a duly authorized representative of "ASC" and "Client".
 7. The failure or delay of either "ASC" or "Client" to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this Contract, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either

J-12

- "ASC" or "Client" or operate to deprive either "ASC" or "Client" of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.
8. To not employ a person who has been employed by the other party at any time during the term of this Contract, unless the person to be employed shall not have been employed by the other party during the immediately preceding six (6) months or unless the hiring party shall have the other party's prior written consent.
 9. "Client" reserves the right of final approval of all staff assigned to the City under this contract. In the event that the performance of any such staff is not satisfactory, the City will submit a written statement to the ASC Account Manager requesting appropriate corrective action up to and including replacement. Upon request of replacement, ASC will have 30 days to comply in providing a staff member of similar skills, experience and capabilities, at the same fee structure.
 10. During the term of this Contract, "Client" will store, at its expense, all claim files.

ATTACHMENT 1

CITY OF PLANO
SPECIAL CLAIM HANDLING INSTRUCTIONS

Description of Business: Municipality - City

Policy Information

Excess Workers' Compensation – Midwest Employers - \$500,000 SIR
Excess Liability – States Self Insurance Risk Ret Group - \$1mil SIR
EMT Professional Liability – Western World Ins. - \$500 Deductible
Underground Storage Tank Liability – Great American Insurance Co. - \$10,000 Deductible

Contacts

City of Plano
Elsa Gonzales, Claims Coordinator
P. O. Box 860358
Plano, TX 75086-0358
P (972) 941-7306

City of Plano

City of Plano
Darrell Edwards, Risk Manager
P. O. Box 860358
Plano, TX 75086-0358
P (972) 941-7303

City of Plano
Jim Miller, Risk Program Manager
P. O. Box 860358
Plano, TX 75086-0358
P (972) 941-7129

Arthur J. Gallagher
Nancy Sylvester, Vice President
235 Highlandia Dr, Suite 200
Baton Rouge, LA 70810
P (225) 906-1219
nancy_sylvester@aig.com

Midwest Employers, Excess Carrier
Dan Sulzner, Client Manager
14755 North Outer Forty Drive
Suite 300
Chesterfield, MO 63017
P (636) 449-7157
dsulzner@mwecc.com

Great American
580 Walnut Street
Cincinnati, OH 45202
P (513) 369-5000

Western World Insurance
400 Parson's Pond Dr.
Franklin Lakes, NA 07417

State Self Insurance Risk Ret. Group
222 South Ninth Street

J-14

Suite 1300
Minneapolis, MN 55402-3332
P (800) 640-0345

SECTION 1 – WORKERS COMPENSATION

I. Reporting Losses

First Reports of Injury (DWC-1) will be provided by the City's Claim Rep, directly to the claims adjuster. Claim files will be set up within 24 hours of receipt of the Employer's First Report of Injury by the TPA's claims assistant. If all information is not available, the City Claims Rep will submit the available information and follow-up with the department for the additional information. This information will then be forwarded to the TPA.

II. Claim Investigation, Set Up and Processing

- a. Initial claim investigations will be performed in accordance with Industry's Best Practices, and in compliance with provisions as specified in the Contract and applicable supplements (including on-site investigations) to provide the complete and necessary information to reserve and adjust all claims. The adjuster will respond to the hospital if an employee is in the ER or admitted for any injury, exposure or condition regardless of the status of the claim.
- b. The City's Claims Rep will track and verify all claims assignments to the TPA. A weekly assignment log will be maintained by the TPA.
- c. All files will be created within twenty-four (24) hours, and reserved within two (2) working days, of receipt of the Employer's First Report of Injury (DWC 1). All reports will be set up as claims and classified under the following claim types:

Medical Only – minor treatment not to exceed \$2,500.00 total incurred.

Indemnity – more than 7 days of lost time and treatment that generates bills and/or medical incurred costs that exceed \$2,500.00.

- d. The adjuster will answer all questions that the employee may have and then document the file notes with all questions and answers provided.
- e. Diaries will be established, monitored, and maintained, so that every open claim is reviewed, and claimant contact is made at least once every 30 days by the adjuster. Confirmation of every Adjuster's claim review and claimant contact must be documented in the claim file's "Adjuster's Notes" section/notepad. All notes will be maintained and addressed on the same business day or within 24 hours of receipt, with the exception of weekends. Claims occurring over a weekend or long holiday must be documented on the first scheduled workday. Claims that remain open for medical maintenance benefits only may be set on a diary not to exceed 90 days. If active medical treatment resumes, the diary span will return to 30 days.

A Supervisory file review will occur at least once every 30 days on all open indemnity claims, claims open for more than 60 days and 25% of all other claims, and will

EXHIBIT A
PAGE 6 OF 17

J-15

ASC

Exhibit A to Resolution No. _____
Alternative Service Concepts, LLC

document the review of reserves, benefit management, medical and/or case management (telephonic or field), and the Adjuster's action plan. Supervisory claim reviews will be clearly documented in the claim file's Adjuster Notes (notepad) section, identifying the supervisor, comments, and or instructions to the Adjuster. Supervisor will also review all vendor reports authorizing surgical procedures.

- f. Payments will be made promptly.
 - 1. Uncontroverted Indemnity – as required by law.
 - 2. Uncontroverted Medical – within forty-five (45) days of receipt.
- g. All medical treatment and hospital bills/charges are to be reviewed by the Adjuster for verification of relation to the originally reported injury. Following the Adjuster's review, the claims coordinator will make copies of the bills for files and mail all original bills/records to be audited to:

MCMC
P.O. Box 291587
Nashville, TN 37217

Once MCMC has audited the bill, they will return the bill and Explanation of Review to the ASC office for payment. .

Requests for Pre-Authorization or Pre-Certification, are to be sent directly to:

Speciality Health
330 E. Liberty Street, Suite 200
Reno, NV 89501-2221
P (775) 329-6200
F (775) 329-6221

- h. Copies of correspondence between the Adjuster and doctors, claimants, attorneys, rehabilitation counselors, case managers, investigators, and state agencies, must be documented immediately in the Adjuster's Notes/notepad, and hard copies kept in the claim file. Immediate shall mean all notes will be maintained and addressed on the same business day or within 24 hours of receipt, with the exception of weekends. Claims occurring over a weekend or long holiday must be documented on the first scheduled workday.
- i. Every claim should be immediately evaluated for possible subrogation potential. All claims involving potential subrogation should be brought to the attention of the Claims Coordinator, and cc'd to Risk Manager. **No subrogation recovery less than 100% of the loss should be accepted without express authority from the City of Plano's Risk Manager or designee.** All claims will be reviewed for possible subrogation.
- j. Prior to the assignment of surveillance or other outside investigators, the Adjuster shall seek **express authority from** City of Plano's Claims Coordinator which will in turn get authorization from the Risk Manager before surveillance is approved.

J-16

EXHIBIT A
PAGE 7 OF 17

- k. Refer all WC cases to Brandi Prejean with Thornton, Biechlin, Segrato, Reynolds & Guerra (DWC Rep) at (512) 329-6666 and ensure that each claim is brought to the attention of Paige Mims, Assistant City Attorney (972) 941-5235.
- l. The City's WC Adjuster and a City of Plano representative will attend all BRC's and CCH's and other proceedings. The Adjuster will arrive with the entire claim file and all pertinent information. The Adjuster will notify the Claims Coordinator and the Risk Manager of all hearings. A summary report will also be provided to the Claims Coordinator and Risk Manager.
- m. Upon written notice of claim, a three-point contact must be made and a complete investigation of all claims must be initiated within 24 hours. All conversations must be documented and summarized in the Adjuster's Notes/notepad immediately. The three points of contact will include contact with the Claims Coordinator, the Claimant and the doctor's office. The investigation will include a site visit, documentation and pictures if applicable.
- n. Initial phone contact with an injured employee or claimant will be accomplished or attempted within 24 hours of receipt of notification of the claim. This will include any notification received after hours by a City of Plano staff member. Employee nonparticipation with initial contact will not impede follow through of the claims process to ensure compliance of the DWC law. The adjuster must document in the file notes all attempts to make contact. If the adjuster continues to have a problem making contact the employees' supervisor or the Claims Coordinator, should be contacted for assistance.
- o. Upon contact with the claimant, the Adjuster will document the description of injury as provided by the employee or claimant, and obtain appropriate past medical history.
- p. All attempts to contact the injured employee or claimant will be documented in the Adjuster's Notes/notepad section of the electronic claim file record.
- q. Initial claimant contact should include, but not be limited to the following:
 - A description of the Adjuster's function
 - Confirmation of the accident/injury function
 - Securing of information relative to prior injuries, accidents, or related medical conditions involving the same body parts
 - Confirmation of alternative contact phone numbers and/or addresses for the claimant
 - Any information which may be relative to the liability of a third party
- r. Audio recorded statements of the injured employee or claimant must be secured on all claims, to memorialize accident facts and affected body parts on all indemnity and major or questionable medical claims. Written statements will be secured on all other claims. Incident only claims do not require a recorded statement unless they subsequently result in medical treatment.
- s. City's Workers' Compensation Adjuster must maintain telephone or personal contact with all temporarily disabled employees, their supervisor, or other designated persons, no less

ASC

Exhibit A to Resolution No. _____
Alternative Service Concepts, LLC

frequently than once a week, to maintain rapport, monitor medical progress, and keep abreast of the employee's return to work status and/or modified duties. Confirmation of the weekly contacts must be reflected in the Adjuster's claim file notes at all times.

- t. An Injured Employee, prior to and immediately following Surgical/Hospitalization, will be contacted upon the Claims Adjuster receiving knowledge of the procedure.
- u. All claims must be indexed with the Central Index Bureau when the claim is initially set-up, and **every year thereafter (until closure)**, or more frequently if facts of the claim warrant. A copy of every index filing will be kept in the claim file, and documented in the Adjuster's Notes/notepad..

III. File Documentation/Claim File Notes

All indemnity files will contain reserve worksheets, which explain how the current reserves are calculated. A copy of the reserve worksheet will be placed in the file. Reserve worksheets are mandatory on any reportable claim, or request for authority.

All file activity, including telephone conversations and/or personal meetings, and diary reviews will be immediately and clearly documented in the claim file Adjuster's Notes/notepad. This documentation will include a minimum of the individuals involved, dates, content of discussions, and the Adjuster's plan of action.

Supervisory review of every open claim file should be clearly noted in the file notes/notepad at least once every 30 days.

Specific direction on the investigation and handling of all indemnity claims will be established within three (3) **working days** of receipt of the initial report and clearly documented in the file notepad.

The Adjuster's basis for acceptance or denial of compensability will be clearly documented in the Adjuster's Notes/notepad. The Claims Coordinator and Risk Manager must be notified immediately, prior to employee notification, upon the decision to deny a claim or treatment. The adjuster must contact the employee by phone to notify the employee about a denial of a claim or treatment.

The TPA will conduct annual internal audits, or quality control procedures, these audits will be continuously maintained in a central file set up specifically for internal audit results.

Claims adjuster can request a Peer Review, RME, or DD anytime.

Claims adjuster will secure a DWC 69 (Maximum Medical Improvement form) on all claims except minimal first aid claims.

IV. Claim Denial/Delay

Delays will be sent in accordance with State regulations.

J-18

EXHIBIT A
PAGE 9 OF 17

ASC

Exhibit A to Resolution No. _____
~~Alternative Service Concepts, LLC~~

A hard copy of any PLN forms must be forwarded to the Claims Coordinator at the time of creation and filing. Forwarding via email or electronic medium is acceptable. A copy of the first and the final draft/check for indemnity payments will be sent to the Claims Coordinator.

V. Claim Administration

Each file will contain a complete written chronology of all actions taken within the Adjuster's Notes/notepad section of the electronic claim record of any City Claim.

This shall include full documentation of information gained during the three-point contact, initial investigation, and documentation of settlement or other authority extended by the City or any other information pertaining to this claim.

Documentation in the Adjuster's Notes/notepad shall also include notes and actions taken regarding hearings, conversations with attorneys, and summaries of medical reports.

The Adjuster must closely monitor and record all litigation activity and maintain litigation files using the Riskmaster Litigation Module.

The Adjuster will administer, monitor, and control, within the jurisdiction of the Labor Code, all cost containment programs established, or approved by the City.

VI. Reserving

The Adjuster will advise the City immediately of any claim requiring an aggregate reserve of **\$25,000 or more** on Workers Compensation, via e-mail, with documentation entered in the Adjuster's Notes/notepad.

The Adjuster will advise the Risk Manager of any claim requiring a subsequent aggregate reserve of **\$50,000 or more (on any claim)** via email, with documentation entered in the Adjuster's Notes/notepad.

The Adjuster will advise the Risk Manager of any change in reserves for all indemnity claims with a total incurred in excess of \$25,000.00.

Reserves will be estimated and maintained on the basis of most probable final cost.

With the exception of Medical Only claims, reserve worksheets will be completed for all initial and revised incurred loss estimates, and a copy sent to the Risk Manager.

Reserve worksheets will be standardized among all City WC claim files, and will contain separate categories for indemnity, medical, and allocated expenses. Major subcategories of each shall be included. All worksheets must explain how current reserves were calculated.

Reserves must be evaluated at least once every 60 days, and documented in the Adjuster's Notes/notepad. If reserves are adjusted, a reserve worksheet will be completed and filed.

VII. Settlement Authority/Liability

EXHIBIT A
PAGE 10 OF 17

J-19

ASC

Exhibit A to Resolution No. _____
Alternative Service Concepts, LLC

Settlement Authority: For authority in excess of \$2,500, the Adjuster will submit a written Request for Authority to the City of Plano, explaining the request and include copies of any pertinent medical and/or legal documents. The City must be notified of any payment of \$25,000 or more prior to payment.

VIII. Claim Payments

City of Plano will issue all checks.

Stop Pay Procedure:

The Adjuster must contact the City of Plano Claims Coordinator and request the stop pay. The Claims Coordinator will send the Adjuster a confirmation of the stop pay. Once the Adjuster receives the confirmation, they must then void the check in the claim system.

IX. Vendors

The City reserves the right to require and designate any attorneys, medical groups, vocational rehabilitation vendors and other professionals and experts.

X. Claim Reporting to the insured

All claims must be reported via Captioned Report when the incurred reserve reaches 50% of the City's SIR/deductible. (Reference Section I)

Claims involving the following injuries must be reported to the City's Broker, Arthur J. Gallagher and City Risk Manager immediately following notice of claim required by excess carrier (Exhibit A)

- Spinal cord injury
- Amputations
- Brain damage
- Blindness
- Head injuries requiring hospitalization
- Serious burns
- Multiple fractures involving more than 1 limb or non union, brachial plexus nerve damage (nerve damage causing paralysis and loss of sensation in arm and hand)
- Massive internal injuries affecting body organs
- Fatalities
- Suits naming the City, City staff, or TPA as a defendant
- Any suit involving Punitive Damage or Bad Coverage Questions
- Any claim at or expected to exceed 50% of the retention (\$150,000 or above)
- Any disability which might exceed more than one year

XI. Claim Reviews

The City of Plano will audit any or all open files on a minimum of a quarterly basis.

J-20

EXHIBIT A
PAGE 11 OF 17

ASC

Exhibit A to Resolution No. _____

Alternative Service Concepts, LLC

Where possible, the City will provide advance notice to the TPA and a list of the claim files that will be audited.

XII. Report of Special Contact

If any governmental agency, broker, attorney, or agent, contacts the TPA/Adjuster for any reason, with respect to any claim, except for ordinary, customary contact, not in the nature of a complaint; the TPA/Adjuster must notify the City of Plano's Risk Manager. The City will then notify the Public Information department and any other City officials.

XIII. Allocated Loss Expense

The City reserves the right to monitor and/or audit all allocated expense fund usage. Each allocated expense will be designated to a specific allocation listed below. The following shall be paid as allocated loss expense except where specifically precluded by the Labor Code or State Regulations:

- Medical-Legal examinations of claimants, including transportation
- Reports from attending or examining physicians on disputed medical claims
- Attorneys' fees and disbursements
- Court Reporter Services and Transcripts
- Witness Fees
- Court Costs
- Appeal Bonds
- Printing Costs related to Trials & Appeals
- Testimony, opinions, appraisals, reports surveys & analyses of Professionals and Experts
- Trial and Hearing Attendance Fees
- Reports from Government Agencies or Branches
- Credit Bureau Reports
- Central Index Bureau
- Private Investigators
- Photographs
- Medical Cost Containment Services, including Utilization Review, Pre-Admission authorization, hospital bill audits, provider bill audit and medical case management, in each case incurred at the request of the City
- Extraordinary claim investigation and/or travel expense incurred at the request of the insurer
- Any similar service related to the investigation and defense of a particular claim
- Photocopy Services

XIV. Charges for Allocated Loss Expenses

EXHIBIT A
PAGE 12 OF 12

ASC

Exhibit A to Resolution No. _____

~~Agreement of Service Concepts, LLC~~

Allocated loss expense shall not exceed the usual and customary local charges, and no payments for any such expenses shall be made to the TPA, or any of its affiliates, without prior authority from the City. With the exception of recurring monthly administrative charges, no allocated expenses, by category or vendor, shall individually or collectively exceed \$2,500 without the express consent of the Risk Manager.

XV. Computer Reports

The adjuster must complete all applicable fields in in any claim administration software system approved by the City of Plano so that useful reports can be run. The TPA will obtain monthly reports from any allocated expense provider, as required by the City for any work performed by them.

XVIII. IRS Reporting

The City of Plano will furnish all 1099 payments required by IRS.

XIX. Forms, Data and Reporting

TPA agrees to furnish claim forms, posting notices, and data as may be necessary for proper claims administration, and index bureau and state reporting, as set forth in the Contract.

XX. Education and Training

TPA will provide to the City of Plano, pertinent information pertaining to developments in the Workers' Compensation field, including legislative updates and statutory developments/changes, as same occur, or become effective.

Additionally, TPA will participate in the education and training for the City of Plano's Risk Management staff as needed. Training is generally tailored for a specific need in terms of format and can include topics such as:

- Reporting Requirements
- Stress Claims
- Legal Claims
- Fraud
- Supervisor Reporting
- Medical Management
- Integrated Disability Management

XXII. Penalties

The TPA will be held responsible for any and all penalties assessed to the City or the TPA directly if the penalties occur due to the claims handling process. The TPA will also be held responsible for any loss the City has due to overpayment or excessive treatment due to a lack of Claims Management.

XXIII. Medical Management

EXHIBIT A
PAGE 13 OF 17

J-22

ASC

Exhibit A to Resolution No. _____
Alternative Service Concepts, LLC

The City of Plano will utilize designated vendors for bill review, pre-authorization, and/or medical case management services. Any other referrals will be handled on a case-by-case basis, and require the prior approval of the City.

All claims involving; soft tissue injuries still actively treating in excess of 12 weeks, occupational illness/disease, serious injuries, hospitalizations exceeding 48 hours, and/or questionable or potential for denial claims, should be reported to a City designated specialist for their review and/or recommendation. Any concerns on the part of the Adjuster as to which claims for review, should be directed to the Claims Coordinator or Risk Manager.

XXIV. Return To Work Program

All City of Plano locations participate in a return to work program. The City's Claim Coordinator will provide written bona-fide offers of light or modified duty to the City employee, with a copy to the WC Adjuster.

The Adjuster is responsible for documenting such offers in the Adjuster's Notes/notepad section of the electronic claim record, in addition to reporting on future activity relating to return to work, and subsequent status reports.

XXV. Data Integrity

The Adjuster/TPA is responsible for completing all fields in the Riskmaster system. They are to continually monitor and update the records as information becomes available if not in the initial claim report.

Adjuster/TPA will respond in writing within twenty-four (24) hours, to any written notice from the City, or any City designee, regarding errors discovered in the electronic claim record; including coding, content, facts, and/or financial or reserve records.

The Adjuster/TPA will advise in writing as to the date by which such reported errors will be investigated, and subsequently corrected, modified, or deleted, as necessary.

SECTION 2 – LIABILITY SECTION

All Workers Compensation Guidelines also apply to Liability unless otherwise specified below or in the event that the guideline is not applicable.

I. Claim Investigation, Set Up and Processing

Initial claim investigations will be performed in accordance with Industry's Best Practices, and in compliance with provisions as specified in the Contract and applicable supplements (including on-site investigations) to provide the complete and necessary information to reserve and adjust all claims.

A daily assignment log will be maintained by both the TPA and verified by the Claims Rep.

All files will be created within twenty-four (24) hours, and reserved within two (2) working days.

EXHIBIT A
PAGE 14 OF 17

Diaries will be established, monitored, and maintained. All claimant contact must be documented in the file accordingly.

A Supervisory file review will occur at least once every 30 days and will document the review

Payments will be made promptly.

Copies of correspondence between the Adjuster and doctors, claimants, attorneys, rehabilitation counselors, case managers, investigators, and state agencies, must be documented immediately in the Adjuster's Notes/notepad, and hard copies kept in the claim file. Immediate shall mean all notes will be maintained and addressed on the same business day or within 24 hours of receipt.

Every claim should be immediately evaluated for possible subrogation potential. All claims involving potential subrogation should be brought to the attention of the Adjuster, and cc'd to Claims Coordinator and Risk Manager. **No subrogation recovery less than 100% of the loss should be accepted without express authority from the City of Plano's Risk Manager or designee.** All claims will be reviewed for possible subrogation and the reasoning will be documented.

All claims requiring a referral to defense counsel will be submitted to the Claims Coordinator for forwarding to the City Attorney's Office.

All attempts to contact the claimant will be documented in the Adjuster's Notes/notepad section of the electronic claim file record.

Initial claimant contact should include, but not be limited to the following:

- A description of the Adjuster's function
- Confirmation of alternative contact phone numbers and/or addresses for the claimant
- Any information which may be relative to the liability of a third party

The adjuster will attend all appeals for denial of a claim or other claim related issues before the COP Risk Management Steering committee. The adjuster will be responsible for preparing and presenting a formal presentation to the committee.

II. File Documentation/Claim File Notes

All files will contain reserve worksheets, which explain how the current reserves are calculated. A copy of the reserve worksheet will be placed in the file. Reserve worksheets are mandatory on any reportable claim, or request for authority.

All file activity, including telephone conversations and/or personal meetings, and diary reviews will be immediately and clearly documented in the claim file Adjuster's Notes/notepad. This documentation will include a minimum of the individuals involved, dates, content of discussions, and the Adjuster's plan of action.

J-24

Supervisory review of every open claim file should be clearly noted in the file notes/notepad at least once every 30 days.

Specific direction on the investigation and handling of all claims will be established within three (3) working days of receipt of the initial report and clearly documented in the file notepad.

The TPA will conduct quarterly internal audits, or quality control procedures, these audits will be continuously maintained in a central file set up specifically for internal audit results.

III. Reserving

The Adjuster will advise the Risk Manager of any claim requiring a subsequent aggregate reserve of \$50,000 or more via email, with documentation entered in the Adjuster's Notes/notepad.

IV. Settlement Authority/Liability

Settlement Authority: For Auto & General Liability in excess of \$2,500, the Adjuster will submit a written Request for Authority to the Risk Manager, explaining the request and include copies of any pertinent medical and/or legal documents. The City must be notified of any payment of \$25,000 or more prior to payment.

No checks will be issued to the claimant without a full release signed, notarized and dated by the claimant, unless approved by the Risk Manager.

There will be no third party payments made to vendors. All payments will be made directly to the claimant unless approved by the Risk Manager.

V. Claim Reporting to the insured

On all Liability claims with reserves in excess of \$5,000.00, a Claims Status Report (CSR) will be sent to the Risk Manager by the 10th of each month.

Copies of Claim Status Reports must be maintained in the original claim file.

All claims must be reported via Captioned Report when the incurred reserve reaches 50% of the City's SIR/deductible. (Reference Section I)

Claims involving the following injuries must be reported to the City's current Broker of Record and City Risk Manager immediately following notice of claim required by excess carrier (Exhibit A)

See section XII of the Workers Compensation section for the injuries.

VI. Subrogation Claims

- a. The department supervisor or manager completes a Risk Management Report of Incident (Risk Report) and emails to "riskreports@plano.gov (original sent interoffice)
- b. TPA's claims assistant will enter into the Riskmaster system. All fields that can be filled out must be completed.

EXHIBIT A
PAGE 16 OF 17

- c. TPA's claims assistant will forward claim to adjuster for further handling
- d. The adjuster must determine at this point if an investigation is needed. All potential subrogation claims or personal property liability claims must be investigated. The extent of the investigation may vary depending on the type of claim.
- e. If subrogation is an option, the insurance company needs to be put on notice of a claim immediately upon determining that a 3rd party is responsible for the damage.
- f. If subrogation is an option, then a demand letter must be sent within 2 business days from receiving the subrogation amount.
- g. If within 30 days of the receipt of the original Risk Report, the adjuster has not received cost of damages from department (for Property Damage claims), the adjuster will contact the appropriate department manager or supervisor, and request the information.
- h. The assigned adjuster will follow-up with the department again, if the cost information for a Property Damage claim has not been received within 45 days.
- i. The assigned adjuster will advise the Claims Rep when cost information for a Property Damage claim has not been received within 60 days, and the Claims Rep will take the necessary steps in order to secure the required information from the department head, manager, or supervisor.
- j. When final costs are determined, the assigned adjuster will immediately issue a demand letter to the responsible third party, or their insurance carrier, and diary their file for a 30-day follow-up.
- k. Assigned adjuster will request a loss fund transfer from the Claims Coordinator
- l. Adjuster will give Claims Coordinator loss fund transfers to review and approve
- m. If recovery is still outstanding at the 30-day mark from the first demand letter, the assigned adjuster will send a second demand letter, and diary their file for another 30-day follow-up.
- n. After the second letter to the responsible third party, with no response, the assigned adjuster will review file with the Claims Rep. Any file under \$500 will be reviewed by Risk Manager before referring the file to the City's Legal Department (property only)
- o. When Claims Rep receives a recovery check from the third party, a receipt will be processed, with the white copy and copy of check going to the assigned adjuster
- p. Claims Rep will enter the collection in Riskmaster and the pink copy with the original check attached will be forwarded to Accounting.
- q. The Claims Coordinator and the assigned adjuster will follow-up with Legal on a quarterly basis, until final resolution of the referred file is known, and appropriate entries have been made into the claim database records.

J-26

EXHIBIT A
PAGE 17 OF 17

FEE SCHEDULE
CITY OF PLANO, TEXAS
April 16, 2009 – Execution of 2009-163-C

Total Claim Service Fee (pro-rated based on annual fee \$301,389.00)\$825.72/day

“Client” agrees to pay “ASC”:

1) Total Claim Service Fee: a pro-rated fee of Eight Hundred Twenty-Five dollars and Seventy-Two cents per day (based upon an agreed to annual fee of \$301,389.00) for the administration of the Workers’ Compensation, Property & Casualty claims that are reported to “ASC” for the period of April 16, 2009 until execution of contract 2009-163-C. “ASC” will provide two adjusters licensed to adjust all lines of insurance claims in the State of Texas and one support staff residing at “Client’s” office to administer Workers’ Compensation, and Property & Casualty claims in accordance with “Client’s” claim handling instructions.

One (1) Senior Claims Supervisor 100%
• minimum of 10 years experience handling Texas claims;
• current multi-line Texas adjuster license

One (1) Workers’ Compensation Claims Adjuster 100%
minimum of 3 years experience handling Texas Workers’ Compensation Claims
• current Workers’ Compensation Texas Adjuster license

One (1) Claims Assistant 100%
• minimum of 3 years experience in the clerical field

One (1) Account Manager (Assistant Vice President) 25%
• minimum of 15 years experience in the insurance claims industry including supervisor and management experience

EXHIBIT B
PAGE 1 OF 3

2. Miscellaneous Expenses:

"ASC" will administer litigated claims (caseload not to exceed 25 claims) as needed from the Oklahoma City office. "ASC" will pay mileage reimbursement to one adjuster in the form of a monthly car allowance, and "ASC" will pay for reasonable "ASC" travel expenses. "ASC" will provide said service for the fees listed above, based on the following assumptions:

"CLIENT" AGREES TO PROVIDE THE FOLLOWING:

- Rent & Utilities
- Storage
- Basic Phone
- Long Distance
- Network Communications
- Mail/Courier
- Customary Office Supplies
- Office Furnishings (desk, computer, cell phone)
- Printing
- Copier/Fax/

3 Allocated Loss Expenses:

Allocated expenses will be charged to the claim file, payable as invoices are received; include fees for:

- Legal services
- State-mandated EDI
- Court reporters
- Expert witness statements
- Official documents and transcripts
- Experts' / rehabilitation services
- Subrogation collection cost payable to third party
- Medical records
- IMEs, MRIs, etc.

EXHIBIT B
PAGE 2 OF 3

ASC

Exhibit A to Resolution No. _____
~~Alternative Service Concepts, LLC~~

- Managed care
- Medical bill review
- Index Bureau Reporting
- Surveillance
- Any other expense requiring client approval

4. Medical Cost Management

Fee Scheduling	\$15.00 Per Bill
PPO Usage and other Non-Fee Schedule Savings	28% of Savings
Field Medical Case Management	\$75 Per Hour

Disclosure of Third Party Agreements:

¹Medical Bill Review Services – MCMC,LLC (medical bill review services)
Claims System – CS Stars
EDI Transmission to the State of Texas on FROI/SROI – Peak Performance

EXHIBIT B
PAGE 3 OF 3

J-29

City of Plano
Contractor Insurance Requirements and Agreement

Requirements:

Contractors performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

<i>Type of Insurance</i>	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
2. Business Auto Liability	As required by State of Texas	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

J-30

*This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City. **A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.***

AGREEMENT

I agree to provide the above-described insurance coverages if selected to perform work for the City of Plano. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

Project/Bid #: _____

Company: _____

Vendor # (if applicable) _____

Printed Name: _____

Signature: _____

Date: _____

Return Signed Form to: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2009

PRODUCER 877-945-7378 Willis HRH 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	NAIC#
INSURED Alternative Service Concepts LLC 1101 Kermit Drive Suite 800 Nashville, TN 37217		INSURER A: Hartford Underwriters Insurance Company	30104-003
		INSURER B: Sentinel Insurance Company, Ltd.	11000-001
		INSURER C: Hartford Casualty Insurance Company	29424-000
		INSURER D: Hartford Insurance Companies	29424-076
		INSURER E: American International Specialty Lines In	26883-003

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR#	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	20UUNPN2024	3/10/2009	3/10/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	20UUNPN2024 0	3/10/2009	3/10/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	20HHUNW8054	3/10/2009	3/10/2010	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	20WEP00162	3/10/2009	3/10/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER Errors & Omissions Misc Professional Liab 3rd Party Administrators	016196753	3/10/2009	3/10/2010	Claims Made \$10,000,000 Per Wrongful Act \$10,000,000 Aggregate \$ 100,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

See Attached

CERTIFICATE HOLDER

CANCELLATION

Alternative Service Concepts LLC 1101 Kermit Drive Suite 800 Nashville, TN 37217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT OF THIS CERTIFICATE. AUTHORIZED REPRESENTATIVE EXHIBIT <u>2</u> PAGE 3 OF 4
---	---

J-32

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT c
PAGE 4 OF 4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	[Signature]	8/3/09
Council Meeting Date: 8/10/09		Budget	[Signature]	8-3-09
Department: Public Works & Engineering		Legal [Signature]	[Signature]	8-3-09
Department Head: Alan L. Upchurch		Assistant City Manager		
Dept Signature: [Signature]		Deputy City Manager	[Signature]	8-3-09
		City Manager	[Signature]	8/3/09
Agenda Coordinator (include phone #): Irene Pegues (7198) [Signature]			Project No. 5387.1	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, for Intersection Improvements at McDermott Road and Robinson Road and repealing Resolution No. 2009-5-21(R); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	190,000	0	190,000
BALANCE	0	190,000	0	190,000
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: This item replaces an interlocal agreement with Collin County for the McDermott – Robinson Intersection Improvements project. If this request is approved, it will limit Collin County's participation in this project to \$190,000 for intersection improvements at McDermott Road and Robinson Road.				
STRATEGIC PLAN GOAL: Interlocal agreements for intersection improvements relate to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
The City Council previously approved this agreement on May 26, 2009. Since that approval, Collin County has requested that Article V be removed as it says the County and City shall share in excess costs but limits the County's participation to \$190,000. This revised agreement provides for Collin County to remit to the City the sum of \$190,000 for Intersection Improvements at McDermott Road and Robinson Road. Half of the County funds will be provided after a notice to proceed is issued, the remaining half when the project is half completed. These funds were allocated from the 2007 Collin County Bond Program.				
List of Supporting Documents: Location Map			Other Departments, Boards, Commissions or Agencies N/A	

k-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND COLLIN COUNTY, TEXAS, FOR INTERSECTION IMPROVEMENTS AT MCDERMOTT ROAD AND ROBINSON ROAD AND REPEALING RESOLUTION NO. 2009-5-21(R); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Plano had entered into an Interlocal Cooperation Agreement with Collin County addressing this same project on May 26, 2009, in Resolution No. 2009-5-21(R); and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for Intersection Improvements at McDermott Road and Robinson Road, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that Resolution No. 2009-5-21(R) should be repealed, the terms and conditions of this Agreement should be approved and that the City Manager or his authorized designee should be authorized to execute it on behalf of the City of Plano.

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

Section I. Resolution No. 2009-5-21(R) is repealed in its entirety. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

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

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

DULY PASSED AND APPROVED the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

R-4

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO
CONCERNING INTERSECTION IMPROVEMENTS
AT MCDERMOTT ROAD AND ROBINSON ROAD**

**2007 BOND PROJECT #07-058
2008 Partial Funding**

WHEREAS, the County of Collin, Texas ("County"), and the City of Plano, Texas ("City"), desire to enter into an agreement concerning Intersection Improvements at McDermott Road and Robinson Road (the "Project") in Plano, Collin County, Texas; and

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

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

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

WITNESSETH:

ARTICLE I.

The City shall arrange to construct Intersection Improvements at McDermott Road and Robinson Road, hereinafter called the "Project". The Project shall consist of constructing six lanes for McDermott Road at the intersection of Robinson Road. These improvements will extend approximately 350 feet each side of Robinson Road. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all

state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

ARTICLE III.

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

ARTICLE IV.

The City estimates the total actual cost of the project to be \$380,000. The County agrees to fund one half of the total cost to construct the improvements in an amount not to exceed \$190,000. The County shall remit 50 percent of this amount, \$95,000, to the City within thirty (30) days after the City issues a notice to proceed to the lowest responsible bidder and the City requests payment. The County will remit the remaining 50 percent within thirty (30) days after receipt of notice from the City that the Project is 50 percent complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit the County 50 percent of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

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

ARTICLE VI.

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

ARTICLE VII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable

R-6

attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

ARTICLE VIII.

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

ARTICLE IX.

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

ARTICLE X.

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

ARTICLE XI.

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

ARTICLE XII.

IMMUNITY. It is expressly understood and agreed that in the execution of this agreement neither party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein; and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIII.

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

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

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

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

Executed on this ____ date of _____, 2009, by the County of Collin, pursuant to Commissioners' Court Order No. _____

ATTEST:

CITY OF PLANO, TEXAS

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

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

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

APPROVED AS TO FORM:

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

k-8



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date		
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Purchasing		<i>MR</i>	8/31/09		
Council Meeting Date:	8/10/09	Budget	<i>MR</i> 8-3-09		
Department:	Public Works & Engineering	Legal	<i>MR</i> 8-3-09		
Department Head	Alan L. Upchurch	Assistant City Manager			
Dept Signature:	<i>Alan Upchurch</i>	Deputy City Manager	<i>DD</i> 8-3-09		
		City Manager	<i>JM</i> 8/3/09		
Agenda Coordinator (include phone #):		Project No.			
Irene Pegues (7198)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Denton County, Texas, for the Widening of Marsh Lane from Parker Road to Hebron Parkway and Plano Parkway from the Western City Limits to Midway Road; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	3,500,000	0	3,500,000
BALANCE		0	3,500,000	0	3,500,000
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: This item allows the City to enter into an interlocal agreement with Denton County for the Marsh – Park to Parker, Marsh – Parker Road south, and Plano Parkway – Midway to West City Limit projects. If this request is approved, Denton County will reimburse the City up to \$3,500,000 for the widening of Marsh Lane and Plano Parkway.					
STRATEGIC PLAN GOAL: Interlocal agreements for street widening projects relate to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
The attached interlocal agreement with Denton County provides that they will reimburse the City of Plano a maximum of \$3,500,000 for the widening of Marsh Lane and Plano Parkway.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
			N/A		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND DENTON COUNTY, TEXAS, FOR THE WIDENING OF MARSH LANE FROM PARKER ROAD TO HEBRON PARKWAY AND PLANO PARKWAY FROM THE WESTERN CITY LIMITS TO MIDWAY ROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS AUTHORIZED DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Denton County, Texas, for the Widening of Marsh Lane from Parker Road to Hebron Parkway and Plano Parkway from the Western City Limits to Midway Road, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

0-2

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

DULY PASSED AND APPROVED the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

WHEREAS, the County and the City value the early completion of the Project which involves roads which are integral parts of the County's road system and the City's road system and the County and the City value the early completion of the Project to improve safe travel on improved roadways.

NOW, THEREFORE, the County and the City, for the mutual consideration stated herein, agree and understand as follows:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform governmental functions and services in the area of streets, roads and drainage. The purpose of this Agreement is to provide a governmental function or service that the Parties to the Agreement are authorized to perform individually. The Parties agree that the payments for the project shall be made from current revenues available to the parties.

II.

The term of this Agreement shall commence upon execution of the Agreement by both of the Parties and shall terminate upon completion of the Project, or upon termination under the provisions of Section IX of this Agreement.

III.

The County and the City hereby agree that the scope of the Project shall be limited to providing for the design, engineering, right-of-way acquisition, utility relocation and construction of certain road improvements which shall consist of widening Marsh Lane from Parker Road to Hebron Parkway to a 6-lane divided urban roadway and widening Plano Parkway from the western corporate limits of the City to Midway Road to a 6-lane divided urban roadway, with the total estimated cost of completion for widening both streets in an amount which shall not exceed THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00).

IV.

The County hereby agrees to contribute an amount toward satisfactory completion of the Project which shall not exceed THREE MILLION FIVE HUNDRED

2-5

THOUSAND AND NO/100 DOLLARS (\$3,500,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

V.

In performance of this Agreement, the City shall be responsible for all necessary design, engineering, right-of-way acquisition, utility relocation and construction of the Project.

VI.

The County and the City must reach agreement on the ultimate design, cross section and right-of-way taking prior to construction of the Project. The City agrees to secure a contract for the construction of the Project and to oversee any and all necessary phases of design, engineering, right-of-way acquisition, utility relocation and construction which may be required for satisfactory completion of the Project. In addition, the City will provide all project inspections and approve all payments, including requested funding from the County, as construction invoices are received.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance or repair of a street or alley in the County that is located in the City.

VIII.

As the City proceeds with the completion of the Project, the City shall submit invoices on a monthly basis for reimbursement of the County's contribution of THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00), unless otherwise authorized by the governing body of the County, to the Denton County Auditor's Office c/o Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234, on a monthly basis and the County shall reimburse the City for all approved expenses related to the Project within thirty (30) calendar days of receipt of any invoices from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Attached to this Agreement is a certification by the Denton County Auditor that the County shall include a sum in its

l-6

budget not to exceed THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,500,000.00) and that this amount shall be itemized, set aside and approved by the Denton County Commissioners Court for expenditure on the Project. Upon satisfactory completion of the Project, the County and the City shall prepare and complete a full audit of the Project.

IX.

This Agreement may be terminated in whole, or in part, by the County or the City upon thirty [30] days written notice to the other party setting forth a substantial failure by the defaulting party to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be affected unless the defaulting party is given: (1) written notice of intent to terminate, delivered via certified mail, return receipt requested, setting forth the substantial failure to perform; and (2) not less than thirty [30] calendar days to cure the failure; and (3) an opportunity for consultation with the terminating party prior to termination. Notices shall be directed as follows:

For City: Thomas H. Muehlenbeck, City Manager
City of Plano, Texas
1520 Avenue K
Plano, Texas 75074

Copy To: Ms. Diane Zucco, City Secretary
1520 Avenue K
Plano, Texas 75074

For County: Honorable Mary Horn
Denton County Judge
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

Copy To: Denton County District Attorney's Office -- Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The County agrees and understands that the County, its employees, servants, agents and/or representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the City.

XI.

The City agrees and understands that the City, its employees, servants, agents and/or representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of the County.

XII.

The County agrees to accept full responsibility for the acts, negligence and/or omissions of all County employees, agents, subcontractors and/or contract laborers and for all other persons doing work under a contract or agreement with the County.

XIII.

The City agrees to accept full responsibility for the acts, negligence and/or omissions of all City employees, agents, subcontractors and/or contract laborers and for all other persons doing work under a contract or agreement with the City.

XIV.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XV.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. In addition, this Agreement shall be performable in Denton County, Texas. Venue for any dispute under this Agreement shall be in Denton County, Texas.

XVI.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XVII.

The undersigned officer and/or agents of the Parties hereto are the properly

l-8

authorized officials who have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any and all necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVIII.

This Agreement represents the entire agreement between the County and the City and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both the County and the City or those authorized to sign on behalf of those governing bodies.

XIX.

This Agreement becomes effective when signed by the last party whose signing makes the respective Agreement fully executed.

Executed in triplicate originals this _____ day of _____, 2009.

DENTON COUNTY, TEXAS
110 West Hickory
Denton, Texas 76201

CITY OF PLANO, TEXAS
1520 Avenue K
Plano, Texas 75074

By: _____
Honorable Mary Horn
Denton County Judge

By: _____
Thomas H. Muehlenbeck, City Manager
City of Plano, Texas

Acting by and on behalf of the
Denton County Commissioners Court

Acting by and on behalf of the
City of Plano

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
City Secretary

2-9

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

By: _____
City Attorney

l-10

COUNTY AUDITOR'S CERTIFICATE

I hereby certify that funds will be available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

Denton County Auditor

Handwritten signature or initials, possibly "L-11", in black ink.

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project for the purpose of widening Marsh Lane from Parker Road to Hebron Parkway to a 6-lane divided urban roadway and widening Plano Parkway from the western corporate limits of the City to Midway Road to a 6-lane divided urban roadway, with both streets located within the corporate limits of the City and Denton County Commissioner Precinct #2, hereby give their specific written approval of the Project prior to beginning the Project in satisfaction of the requirements of Texas Government Code §791.014.

The local government which requested the Project and with which Denton County, Texas, has contracted is the City of Plano, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the governing body.

Date:

By: _____
Presiding Officer of the
Denton County Commissioners Court

l-12



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date: 8/10/09		Purchasing	<i>EP</i> 7-30-09	
Department: Finance		Budget	<i>AM</i> 7-29-09	
Department Head: Denise Tacke		Legal	<i>JD</i> 7-29-09	
Dept Signature: <i>Denise Tacke</i>		Assistant City Manager	<i>DR</i> 7-30-09	
		Deputy City Manager	<i>DR</i> 7-30-09	
		City Manager	<i>JH</i> 7-30-09	
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
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 INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER ENDING JUNE 30, 2009 AND PROVIDING AN EFFECTIVE DATE				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
Quarterly Investment report ending June 30, 2009.				
List of Supporting Documents: Investment Portfolio Summary		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS,
APPROVING THE INVESTMENT PORTFOLIO SUMMARY FOR THE QUARTER
ENDING JUNE 30, 2009 AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council has been presented the City of Plano's Investment Portfolio Summary for the Quarter Ending June 30, 2009, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Investment Portfolio Summary"); and

WHEREAS, the Public Funds Investment Act at Texas Government Code, Section 2256.023, requires the investment officer to present a written report of the investment portfolio to the governing body and chief executive officer of an investing entity not less than quarterly; and

WHEREAS, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

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

Section I. The City of Plano's Investment Portfolio Summary for the Quarter Ending June 30, 2009, 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 approved.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

M-2

M-3

City of Plano

INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

June 30, 2009

The investment portfolio of the City of Plano is in compliance with the Public Funds Investment Act and the City's Investment Policy and strategies.

City Manager

Director of Finance

Treasurer

Strategy Summary:

Information received since the Federal Open Market Committee met in April suggests that the pace of economic contraction is slowing. Conditions in financial markets have generally improved in recent months. Household spending has shown further signs of stabilizing but remains constrained by ongoing job losses, lower housing wealth, and tight credit. Businesses are cutting back on fixed investment and staffing but appear to be making progress in bringing inventory stocks into better alignment with sales. Although economic activity is likely to remain weak for a time, the Committee continues to anticipate that policy actions to stabilize financial markets and institutions, fiscal and monetary stimulus, and market forces will contribute to a gradual resumption of sustainable economic growth in a context of price stability.

In these circumstances, the Federal Reserve will employ all available tools to promote economic recovery and to preserve price stability. The Committee will maintain the target range for the federal funds rate at 0% to .25% percent and continues to anticipate that conditions economic are likely to warrant exceptionally low levels of the federal funds rate for an extended period. Due to the factors above, the market sectors available to the City under the Public Fund Investment Act have seen their yields continue to fall. (3)

Quarter End Results by Investment Category:

<u>Asset Type</u>	<u>Ave. Yield</u>	<u>June 30, 2009</u>		<u>March 31, 2009</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.51%	112,382,532.74	112,382,532.74	243,815,490.51	243,815,490.51
Certificates of Deposit	1.67%	90,199,000.00	90,199,000.00	77,500,000.00	77,500,000.00
FHLB Notes	1.25%	97,329,498.77	98,261,277.88	58,014,690.88	58,221,220.00
FHLMC Notes	0.89%	37,336,983.70	37,529,388.13	-	-
FNMA Notes	1.61%	10,380,508.24	10,423,598.60	997,751.06	1,065,310.00
Totals		347,628,523.45	348,795,797.35	380,327,932.45	380,602,020.51

Average Yield (1):

Total Portfolio 1.02%

Fiscal Year-to-Date Average Yield (2):

Total Portfolio 1.4%

This Quarter:	
Rolling Three Month Treasury Yield	0.17%
Rolling Six Month Treasury Yield	0.32%
TexPool Yield	0.43%

Last 12 Months:	
Rolling Three Month Treasury Yield	0.56%
Rolling Six Month Treasury Yield	0.84%
TexPool Yield	1.31%

Investment Earnings (4): \$ 1,154,870.00 Quarter
 \$ 3,581,961.00 Fiscal Year To Date

(1) Average Yield calculated using quarter end report yields and adjusted book values does not reflect a total return analysis or account for advisory fees.

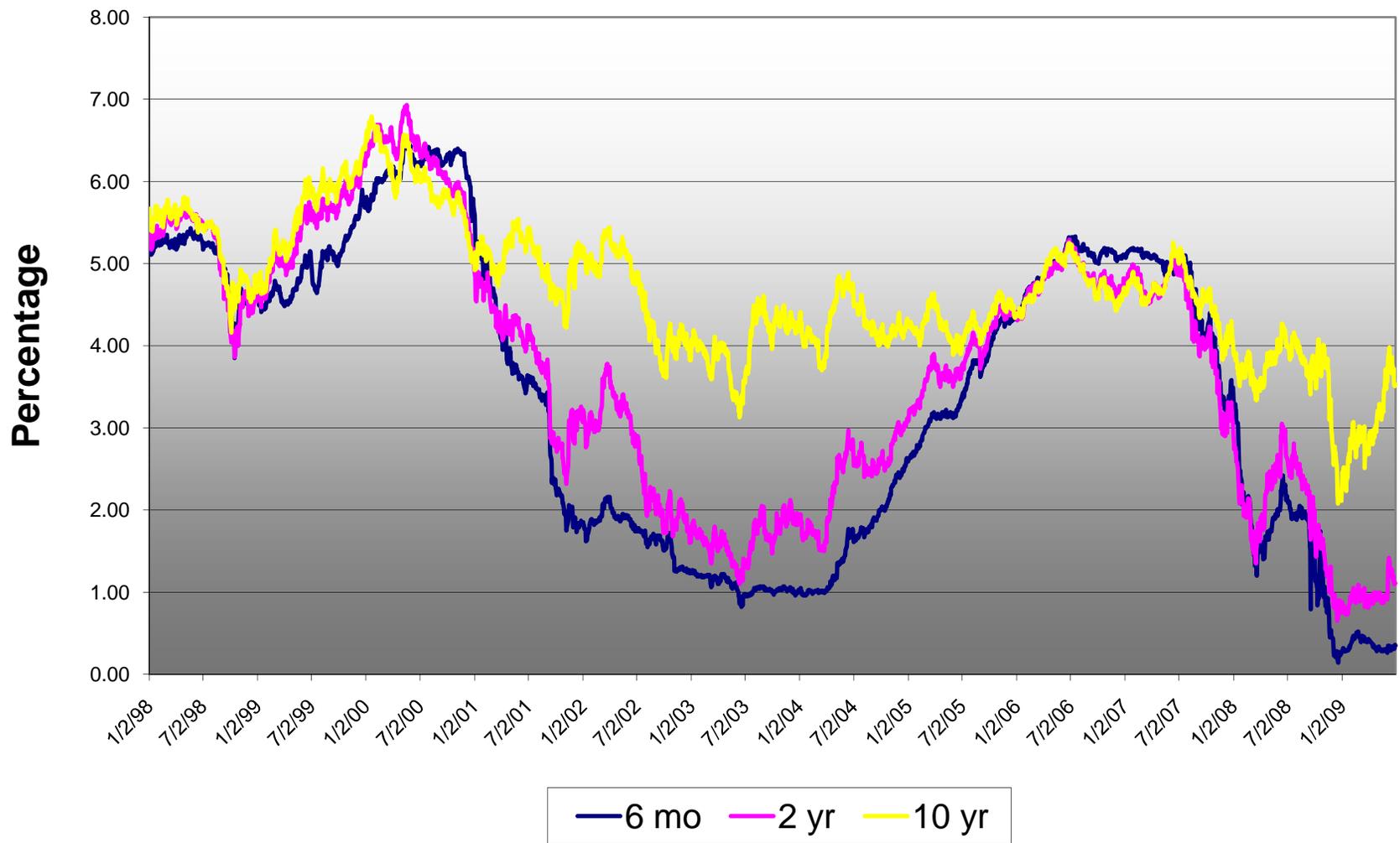
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Source: Federal Reserve Press Release.

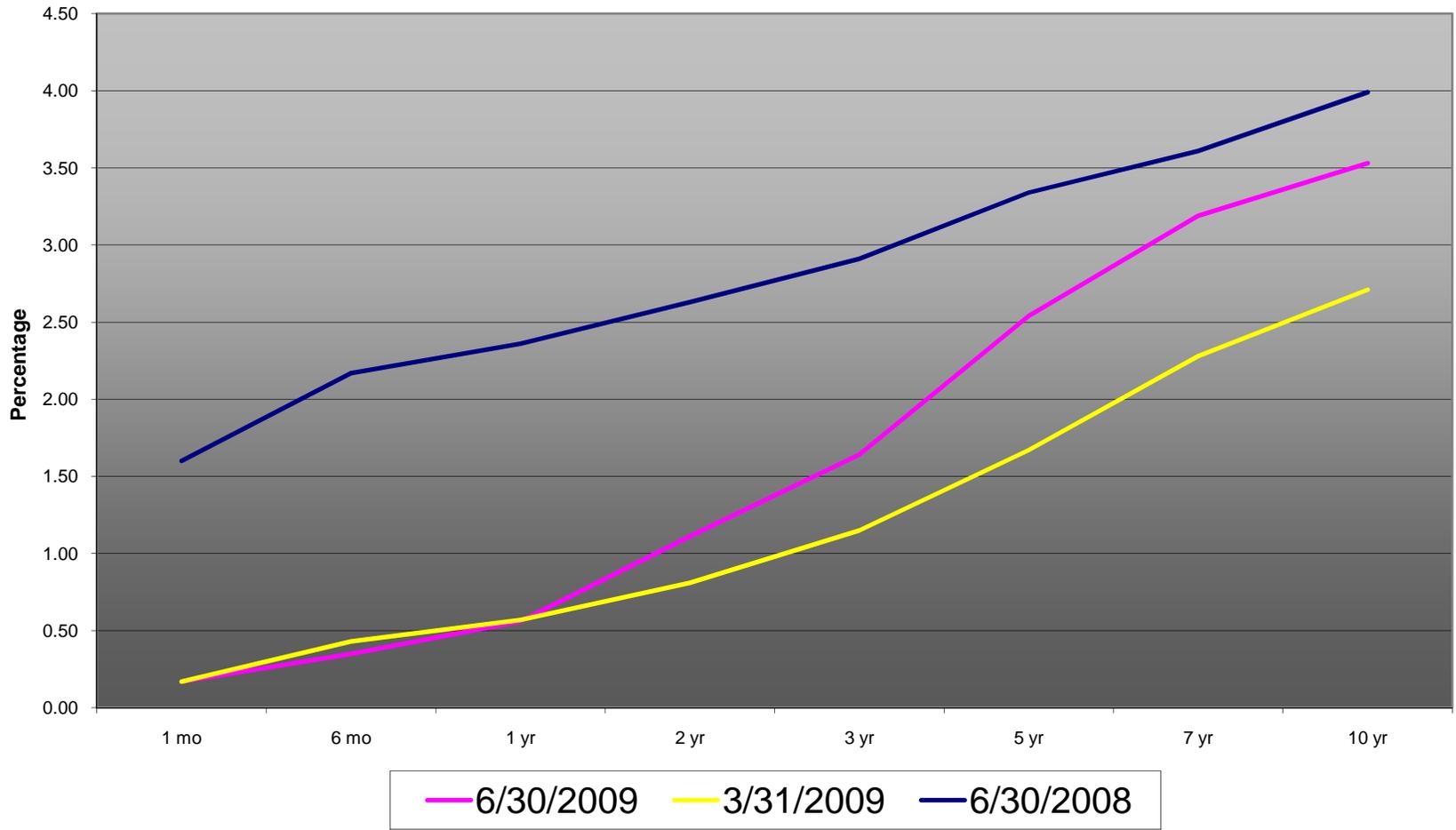
(4) Interest earnings are obtained from the general ledger.

H-M

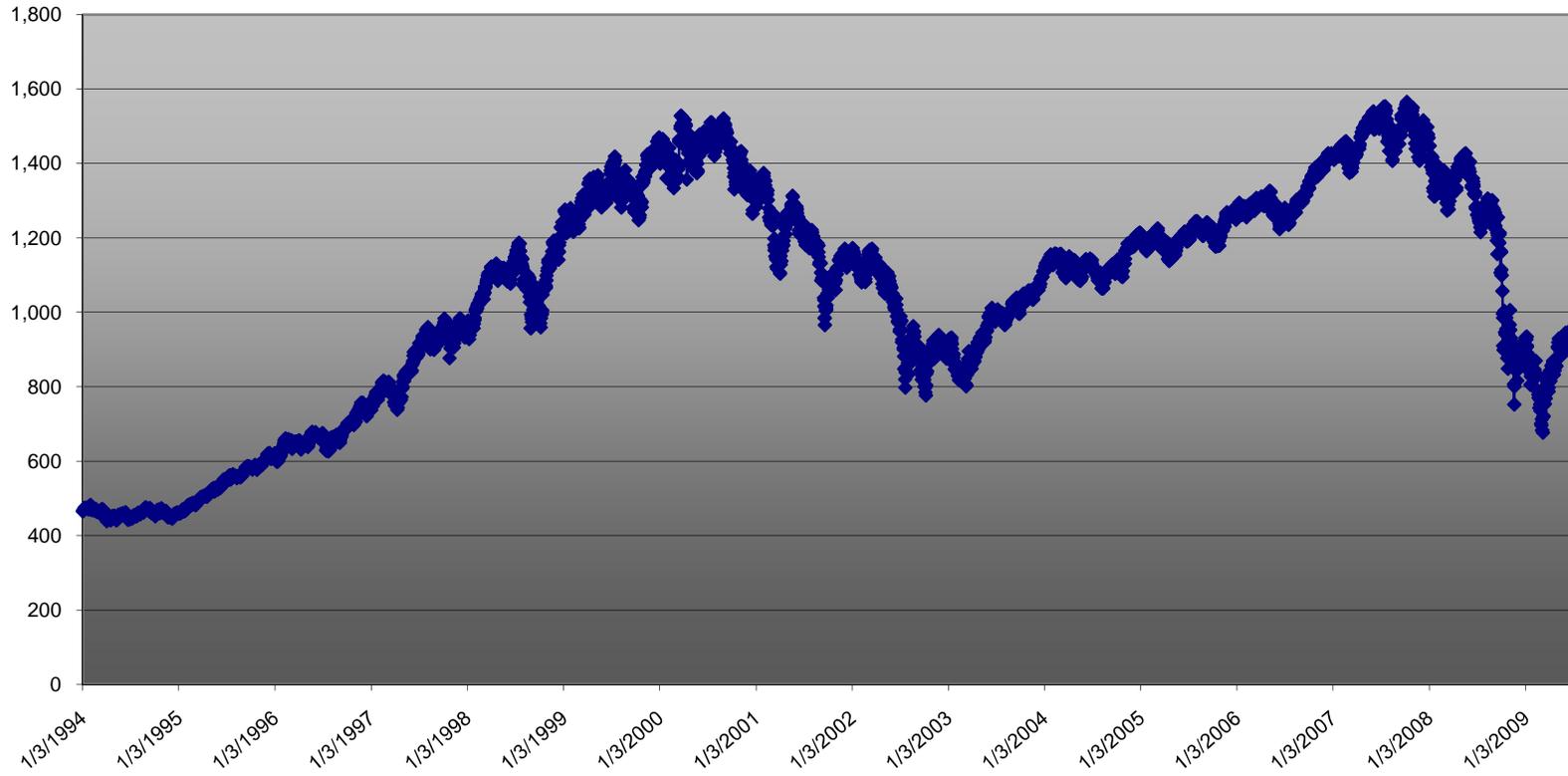
U.S. Treasury Historical Yields



Treasury Yield Curves



S&P 500



Detail of Security Holdings By Sector
June 30, 2009

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield
Legacy NOW Account		0.51%	06/30/09	03/31/09		29,957,400.49	29,957,400.49	29,957,400.49	1.000	29,957,400.49	0.03	0.58%
TexPool	AAAm	0.51%	06/30/09	03/31/09		3,140,984.89	3,140,984.89	3,140,984.89	1.000	3,140,984.89	0.03	0.56%
Texas Daily	AAAm	0.40%	06/30/09	03/31/09		79,284,147.36	79,284,147.36	79,284,147.36	1.000	79,284,147.36	0.03	0.47%
Certificate of Deposit		2.69%	07/09/09	12/09/08		7,000,000.00	7,000,000.00	7,000,000.00	1.000	7,000,000.00	0.30	2.69%
Certificate of Deposit		1.79%	07/23/09	01/22/09		1,000,000.00	1,000,000.00	1,000,000.00	1.000	1,000,000.00	0.75	1.79%
Certificate of Deposit		1.79%	07/30/09	01/29/09		3,000,000.00	3,000,000.00	3,000,000.00	1.000	3,000,000.00	0.98	1.79%
Certificate of Deposit		1.79%	08/06/09	02/05/09		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	1.21	1.79%
Certificate of Deposit		1.49%	08/20/09	02/26/09		13,000,000.00	13,000,000.00	13,000,000.00	1.000	13,000,000.00	1.67	1.49%
Certificate of Deposit		1.49%	08/27/09	05/28/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	1.90	1.49%
Certificate of Deposit		1.75%	10/16/09	04/16/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	3.54	1.75%
Certificate of Deposit		0.90%	10/22/09	04/30/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	3.74	0.90%
Certificate of Deposit		0.90%	11/12/09	05/21/09		4,000,000.00	4,000,000.00	4,000,000.00	1.000	4,000,000.00	4.43	0.90%
Certificate of Deposit		0.90%	11/13/09	04/19/09		150,000.00	150,000.00	150,000.00	1.000	150,000.00	4.46	0.90%
Certificate of Deposit		3.09%	12/11/09	12/11/08		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	5.38	3.09%
Certificate of Deposit		1.94%	01/28/10	01/29/09		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	6.95	1.94%
Certificate of Deposit		1.90%	02/10/10	04/16/09		97,000.00	97,000.00	97,000.00	1.000	97,000.00	7.38	1.90%
Certificate of Deposit		1.40%	03/18/10	03/27/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	8.56	1.40%
Certificate of Deposit		1.45%	04/27/10	04/27/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	9.87	1.45%
Certificate of Deposit		1.05%	05/06/10	05/07/09		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	10.16	1.05%
Certificate of Deposit		1.25%	05/25/10	05/26/09		246,000.00	246,000.00	246,000.00	1.000	246,000.00	10.79	1.25%
Certificate of Deposit		1.69%	05/27/10	05/27/09		240,000.00	240,000.00	240,000.00	1.000	240,000.00	10.85	1.69%
Certificate of Deposit		0.74%	05/27/10	05/27/09		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	10.85	0.74%
Certificate of Deposit		1.15%	05/27/10	05/22/09		247,000.00	247,000.00	247,000.00	1.000	247,000.00	10.85	1.15%
Certificate of Deposit		1.55%	05/28/10	05/28/09		11,000,000.00	11,000,000.00	11,000,000.00	1.000	11,000,000.00	10.89	1.55%
Certificate of Deposit		2.30%	06/02/10	06/02/09		240,000.00	240,000.00	240,000.00	1.000	240,000.00	11.05	2.30%
Certificate of Deposit		2.20%	07/03/10	06/03/09		244,000.00	244,000.00	244,000.00	1.000	244,000.00	12.07	2.20%
Certificate of Deposit		1.49%	12/01/10	06/01/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	17.02	1.49%
FHLB Notes	AAA	1.00%	03/02/10	05/04/09		2,700,000.00	2,708,024.40	2,706,493.40	1.005	2,720,213.68	8.03	0.64%
FHLB Notes	AAA	1.10%	03/06/10	05/04/09		8,500,000.00	8,534,000.00	8,527,597.14	1.005	8,573,908.30	8.16	0.62%
FHLB Notes	AAA	4.88%	05/14/10	05/06/09		2,000,000.00	2,085,800.00	2,073,002.81	1.017	2,121,660.07	10.43	0.66%
FHLB Notes	AAA	1.30%	07/30/10	02/25/09		21,000,000.00	21,015,778.77	21,011,971.17	1.009	21,196,980.00	12.95	1.25%
FHLB Notes	AAA	1.42%	09/30/10	03/02/09		36,000,000.00	36,000,000.00	36,000,000.00	1.014	36,512,630.83	14.98	1.42%
FHLB Notes	AAA	1.25%	10/08/10	04/08/09		20,000,000.00	20,000,000.00	20,000,000.00	1.007	20,131,200.00	15.25	1.25%
FHLB Notes	AAA	1.05%	11/15/2010	6/25/2009		6,000,000.00	6,010,560.00	6,010,434.25	0.998	5,998,125.00	16.49	0.92%
FHLB Notes	AAA	5.40%	08/20/12	08/20/07	08/20/09	1,000,000.00	1,000,000.00	1,000,000.00	1.007	1,006,560.00	37.61	5.40%
FHLMC Notes	AAA	2.88%	04/30/10	04/09/09		17,000,000.00	17,365,511.39	17,287,076.28	0.997	17,318,750.00	9.97	0.83%
FHLMC Notes	AAA	2.88%	06/28/10	05/11/09		11,000,000.00	11,272,030.00	11,238,764.46	1.011	11,394,583.13	11.90	0.68%
FHLMC Notes	AAA	1.75%	04/20/11	06/26/09	04/20/10	5,700,000.00	5,728,500.00	5,728,286.03	1.000	5,727,930.00	21.61	1.47%
FNMA Notes	AAA	3.25%	08/12/10	06/15/09		3,000,000.00	3,086,145.00	3,082,856.93	1.001	3,088,125.00	13.38	0.76%
FNMA Notes	AAA	5.05%	02/07/11	02/07/06	11/17/03	1,000,000.00	994,375.00	998,042.52	1.069	1,062,810.00	19.25	5.18%
FNMA Notes	AAA	2.05%	04/01/11	06/26/09	04/01/10	3,810,000.00	3,844,977.02	3,844,706.38	0.997	3,834,993.60	20.98	1.52%
FNMA Notes	AAA	1.88%	04/08/11	06/26/09	04/08/10	5,500,000.00	5,538,050.49	5,537,759.34	0.998	5,525,795.00	21.21	1.48%
TOTAL						\$ 346,791,532.74	\$ 347,765,284.81	\$ 347,628,523.45		\$ 348,795,797.35	3.67	1.02%

(1) (2)

(1) Weighted average life - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month issued for bank, pool, and money market investments.

8-11

6-11

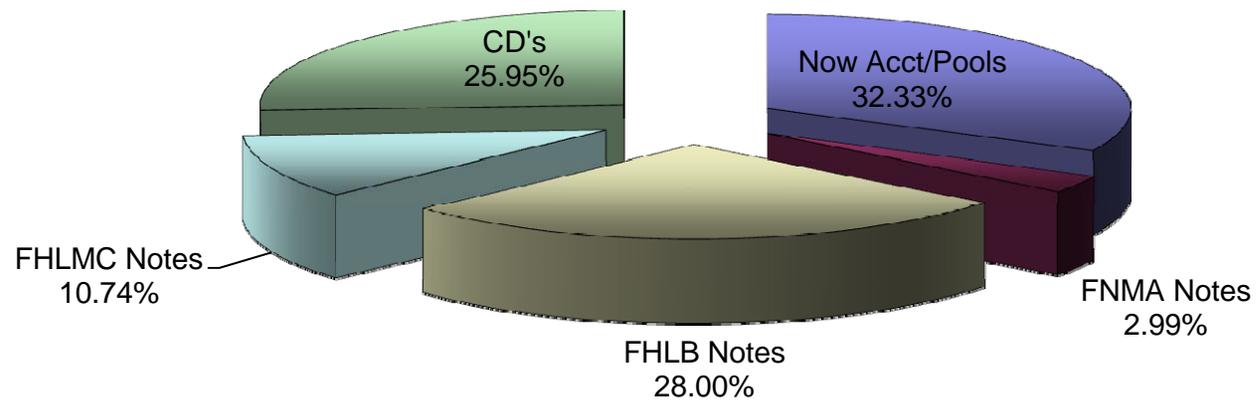
Detail of Security Holdings By Maturity
June 30, 2009

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield
Legacy NOW Account		0.51%	06/30/09	03/31/09		29,957,400.49	29,957,400.49	29,957,400.49	1.000	29,957,400.49	0.03	0.58%
TexPool	AAA-m	0.51%	06/30/09	03/31/09		3,140,984.89	3,140,984.89	3,140,984.89	1.000	3,140,984.89	0.03	0.56%
Texas Daily	AAA-m	0.40%	06/30/09	03/31/09		79,284,147.36	79,284,147.36	79,284,147.36	1.000	79,284,147.36	0.03	0.47%
Certificate of Deposit		2.69%	07/09/09	12/09/08		7,000,000.00	7,000,000.00	7,000,000.00	1.000	7,000,000.00	0.30	2.69%
Certificate of Deposit		1.79%	07/23/09	01/22/09		1,000,000.00	1,000,000.00	1,000,000.00	1.000	1,000,000.00	0.75	1.79%
Certificate of Deposit		1.79%	07/30/09	01/29/09		3,000,000.00	3,000,000.00	3,000,000.00	1.000	3,000,000.00	0.98	1.79%
Certificate of Deposit		1.79%	08/06/09	02/05/09		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	1.21	1.79%
Certificate of Deposit		1.49%	08/20/09	02/26/09		13,000,000.00	13,000,000.00	13,000,000.00	1.000	13,000,000.00	1.67	1.49%
Certificate of Deposit		1.49%	08/27/09	05/28/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	1.90	1.49%
Certificate of Deposit		1.75%	10/16/09	04/16/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	3.54	1.75%
Certificate of Deposit		0.90%	10/22/09	04/30/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	3.74	0.90%
Certificate of Deposit		0.90%	11/12/09	05/21/09		4,000,000.00	4,000,000.00	4,000,000.00	1.000	4,000,000.00	4.43	0.90%
Certificate of Deposit		0.90%	11/13/09	04/16/09		150,000.00	150,000.00	150,000.00	1.000	150,000.00	4.46	0.90%
Certificate of Deposit		3.09%	12/11/09	12/11/08		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	5.38	3.09%
Certificate of Deposit		1.94%	01/28/10	01/29/09		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	6.95	1.94%
Certificate of Deposit		1.90%	02/10/10	04/16/09		97,000.00	97,000.00	97,000.00	1.000	97,000.00	7.38	1.90%
FHLB Notes	AAA	1.00%	03/02/10	05/04/09		2,700,000.00	2,708,024.40	2,706,493.40	1.005	2,720,213.68	8.03	0.64%
FHLB Notes	AAA	1.10%	03/06/10	05/04/09		8,500,000.00	8,534,000.00	8,527,597.14	1.005	8,573,908.30	8.16	0.62%
Certificate of Deposit		1.40%	03/18/10	03/27/09		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	8.56	1.40%
Certificate of Deposit		1.45%	04/27/10	04/27/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	9.87	1.45%
FHLMC Notes	AAA	2.88%	04/30/10	04/09/09		17,000,000.00	17,365,511.39	17,287,076.28	0.997	17,318,750.00	9.97	0.83%
Certificate of Deposit		1.05%	05/06/10	05/07/09		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	10.16	1.05%
FHLB Notes	AAA	4.88%	05/14/10	05/06/09		2,000,000.00	2,085,800.00	2,073,002.81	1.017	2,121,660.07	10.43	0.66%
Certificate of Deposit		1.25%	05/25/10	05/26/09		246,000.00	246,000.00	246,000.00	1.000	246,000.00	10.79	1.25%
Certificate of Deposit		1.69%	05/27/10	05/27/09		240,000.00	240,000.00	240,000.00	1.000	240,000.00	10.85	1.69%
Certificate of Deposit		0.74%	05/27/10	05/27/09		10,000,000.00	10,000,000.00	10,000,000.00	1.000	10,000,000.00	10.85	0.74%
Certificate of Deposit		1.15%	05/27/10	05/22/09		247,000.00	247,000.00	247,000.00	1.000	247,000.00	10.85	1.15%
Certificate of Deposit		1.55%	05/28/10	05/28/09		11,000,000.00	11,000,000.00	11,000,000.00	1.000	11,000,000.00	10.89	1.55%
Certificate of Deposit		2.30%	06/02/10	06/02/09		240,000.00	240,000.00	240,000.00	1.000	240,000.00	11.05	2.30%
FHLMC Notes	AAA	2.88%	06/23/10	05/11/09		11,000,000.00	11,272,030.00	11,238,764.46	1.011	11,394,583.13	11.90	0.68%
Certificate of Deposit		2.20%	07/03/10	06/03/09		244,000.00	244,000.00	244,000.00	1.000	244,000.00	12.07	2.20%
FHLB Notes	AAA	1.30%	07/30/10	02/25/09		21,000,000.00	21,015,778.77	21,011,971.17	1.009	21,196,980.00	12.95	1.25%
FNMA Notes	AAA	3.25%	08/12/10	06/15/09		3,000,000.00	3,086,145.00	3,082,856.93	1.001	3,088,125.00	13.38	0.76%
FHLB Notes	AAA	1.42%	09/30/10	03/02/09		36,000,000.00	36,000,000.00	36,000,000.00	1.014	36,512,630.83	14.98	1.42%
FHLB Notes	AAA	1.25%	10/08/10	04/08/09		20,000,000.00	20,000,000.00	20,000,000.00	1.007	20,131,200.00	15.25	1.25%
FHLB Notes	AAA	1.05%	11/15/2010	6/25/2009		6,000,000.00	6,010,560.00	6,010,434.25	0.998	5,998,125.00	16.49	0.92%
Certificate of Deposit		1.49%	12/01/10	06/01/09		245,000.00	245,000.00	245,000.00	1.000	245,000.00	17.02	1.49%
FNMA Notes	AAA	5.05%	02/07/11	02/07/06	11/17/03	1,000,000.00	994,375.00	998,042.52	1.069	1,052,810.00	19.25	5.18%
FNMA Notes	AAA	2.05%	04/01/11	06/26/09	04/01/10	3,810,000.00	3,844,977.02	3,844,706.38	0.997	3,834,993.60	20.98	1.52%
FNMA Notes	AAA	1.88%	04/08/11	06/26/09	04/08/10	5,500,000.00	5,538,050.49	5,537,759.34	0.998	5,525,795.00	21.21	1.48%
FHLMC Notes	AAA	1.75%	04/20/11	06/26/09	04/20/10	5,700,000.00	5,728,500.00	5,728,286.03	1.000	5,727,930.00	21.61	1.47%
FHLB Notes	AAA	5.40%	08/20/12	08/20/07	08/20/09	1,000,000.00	1,000,000.00	1,000,000.00	1.007	1,006,560.00	37.61	5.40%
TOTAL						\$ 346,791,532.74	\$ 347,765,284.81	\$ 347,628,523.45		\$ 348,795,797.35	3.67	1.02%

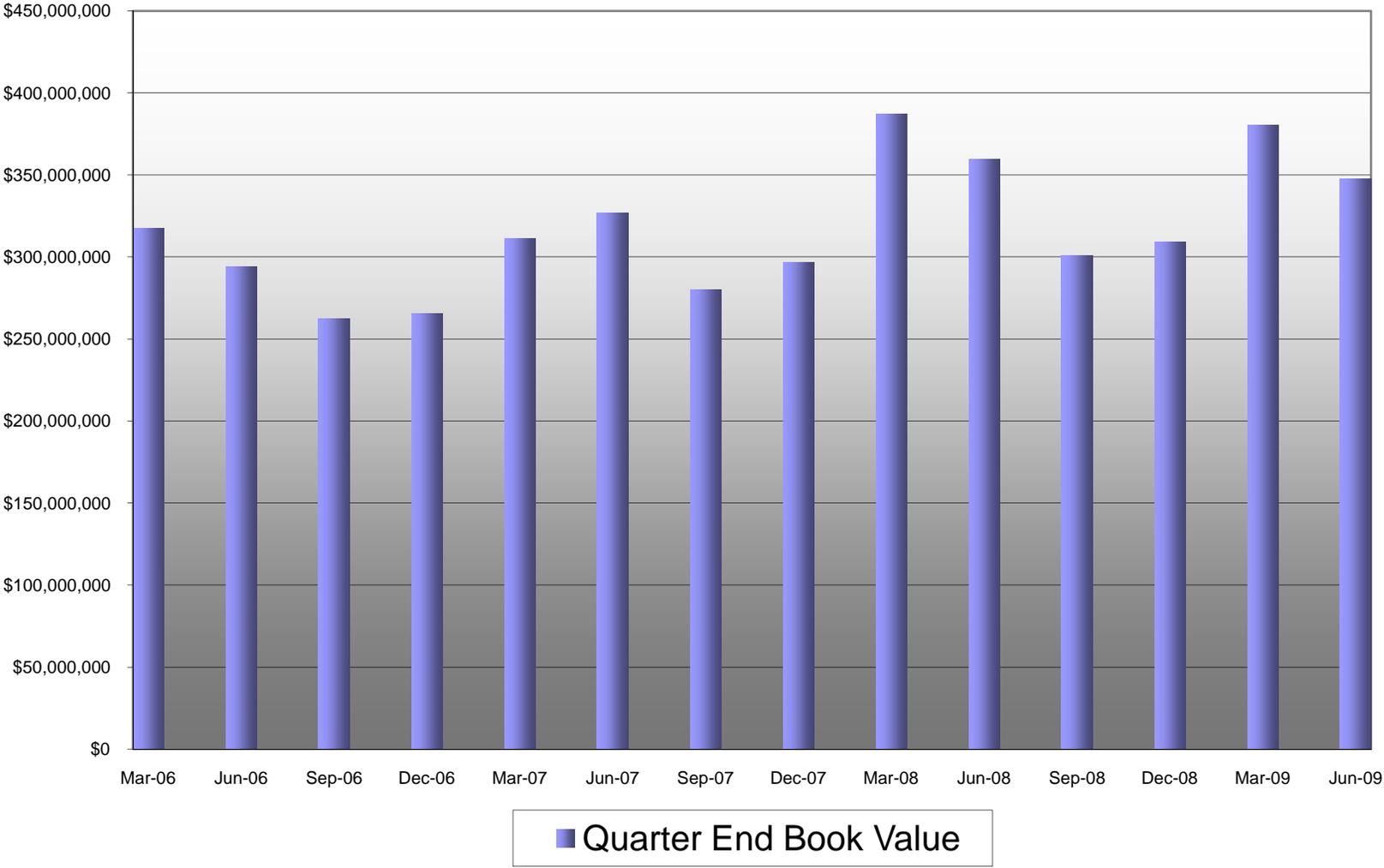
(1) Weighted average life - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month issued for bank, pool, and money market investments.

Portfolio Composition 6/30/09



Total Portfolio



Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	March 31, 2009		Purchase Adjustment	Maturity/Call/ Adjustment	June 30, 2009	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Legacy NOW Account	0.51%	04/01/09	30,585,312.94	30,585,312.94	-	(627,912.45)	29,957,400.49	29,957,400.49
TexPool	0.51%	04/01/09	110,128,661.35	110,128,661.35	-	(106,987,676.46)	3,140,984.89	3,140,984.89
Texas Daily	0.40%	04/01/09	103,101,516.22	103,101,516.22	-	(23,817,368.86)	79,284,147.36	79,284,147.36
Certificate of Deposit	2.69%	07/09/09	7,000,000.00	7,000,000.00	-	-	7,000,000.00	7,000,000.00
Certificate of Deposit	1.54%	04/09/09	1,000,000.00	1,000,000.00	-	(1,000,000.00)	-	-
Certificate of Deposit	1.54%	04/15/09	3,000,000.00	3,000,000.00	-	(3,000,000.00)	-	-
Certificate of Deposit	1.54%	04/23/09	1,000,000.00	1,000,000.00	-	(1,000,000.00)	-	-
Certificate of Deposit	1.79%	07/23/09	1,000,000.00	1,000,000.00	-	-	1,000,000.00	1,000,000.00
Certificate of Deposit	1.54%	04/30/09	1,500,000.00	1,500,000.00	-	(1,500,000.00)	-	-
Certificate of Deposit	1.79%	07/30/09	3,000,000.00	3,000,000.00	-	-	3,000,000.00	3,000,000.00
Certificate of Deposit	1.79%	08/06/09	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.49%	08/20/09	13,000,000.00	13,000,000.00	-	-	13,000,000.00	13,000,000.00
Certificate of Deposit	1.49%	08/27/09	-	-	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.75%	10/16/09	-	-	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	0.90%	10/22/09	-	-	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	0.90%	11/12/09	-	-	4,000,000.00	-	4,000,000.00	4,000,000.00
Certificate of Deposit	0.90%	11/13/09	-	-	150,000.00	-	150,000.00	150,000.00
Certificate of Deposit	3.09%	12/11/09	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.94%	01/28/10	2,000,000.00	2,000,000.00	-	-	2,000,000.00	2,000,000.00
Certificate of Deposit	1.54%	05/07/09	4,000,000.00	4,000,000.00	-	(4,000,000.00)	-	-
Certificate of Deposit	1.90%	2/10/2010	-	-	97,000.00	-	97,000.00	97,000.00
Certificate of Deposit	1.40%	03/13/10	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.45%	4/27/2010	-	-	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	1.05%	5/6/2010	-	-	2,000,000.00	-	2,000,000.00	2,000,000.00
Certificate of Deposit	1.25%	5/25/2010	-	-	246,000.00	-	246,000.00	246,000.00
Certificate of Deposit	1.69%	5/27/2010	-	-	240,000.00	-	240,000.00	240,000.00
Certificate of Deposit	0.74%	5/27/2010	-	-	10,000,000.00	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.15%	5/27/2010	-	-	247,000.00	-	247,000.00	247,000.00
Certificate of Deposit	1.55%	5/28/2010	-	-	11,000,000.00	-	11,000,000.00	11,000,000.00
Certificate of Deposit	2.30%	6/2/2010	-	-	240,000.00	-	240,000.00	240,000.00
Certificate of Deposit	2.20%	7/3/2010	-	-	244,000.00	-	244,000.00	244,000.00
Certificate of Deposit	1.49%	12/11/2010	-	-	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	1.44%	05/21/09	5,000,000.00	5,000,000.00	-	(5,000,000.00)	-	-
Certificate of Deposit	0.92%	05/27/09	11,000,000.00	11,000,000.00	-	(11,000,000.00)	-	-
FHLB Note	1.00%	03/02/10	-	-	2,706,493.40	-	2,700,000.00	2,706,493.40
FHLB Note	1.10%	03/06/10	-	-	8,527,597.14	-	8,500,000.00	8,527,597.14
FHLB Note	4.88%	05/14/10	-	-	2,073,002.81	-	2,000,000.00	2,073,002.81
FHLB Note	1.30%	07/30/10	21,000,000.00	21,014,690.88	-	(2,719.71)	21,000,000.00	21,011,971.17
FHLB Note	1.42%	09/30/10	36,000,000.00	36,000,000.00	-	-	36,000,000.00	36,000,000.00
FHLB Note	1.25%	10/08/10	-	-	20,000,000.00	-	20,000,000.00	20,000,000.00
FHLB Note	1.05%	11/15/10	-	-	6,010,434.25	-	6,000,000.00	6,010,434.25
FHLB Note	5.40%	08/20/12	1,000,000.00	1,000,000.00	-	-	1,000,000.00	1,000,000.00
FHLMC Note	2.88%	04/30/10	-	-	17,365,511.39	(78,435.11)	17,000,000.00	17,287,076.28
FHLMC Note	2.88%	06/28/10	-	-	11,272,030.00	(33,265.54)	11,000,000.00	11,238,764.46
FHLMC Note	1.75%	04/20/11	-	-	5,728,500.00	(213.97)	5,700,000.00	5,728,286.03
FNMA Note	3.25%	08/12/10	-	-	3,086,145.00	(3,288.07)	3,000,000.00	3,082,856.93
FNMA Note	5.05%	02/07/11	1,000,000.00	997,751.06	291.46	-	1,000,000.00	998,042.52
FNMA Note	2.05%	04/01/11	-	-	3,844,977.02	(270.64)	3,810,000.00	3,844,706.38
FNMA Note	1.88%	04/08/11	-	-	5,538,050.49	(291.15)	5,500,000.00	5,537,759.34
TOTAL			\$ 380,315,490.51	\$ 380,327,932.45	\$ 125,352,032.96	\$ (158,051,441.96)	\$ 346,791,532.74	\$ 347,628,523.45

M-12

M-13

Market Value Comparison

Security Description	Coupon/ Yield	Maturity Date	March 31, 2009		Qtr to Qtr Change	June 30, 2009	
			Par Value	Market Value		Par Value	Market Value
Legacy NOW Account	0.93%	01/01/09	30,585,312.94	30,585,312.94	(627,912.45)	29,957,400.49	29,957,400.49
TexPool	0.84%	01/01/09	110,128,661.35	110,128,661.35	(106,987,676.46)	3,140,984.89	3,140,984.89
Texas Daily	0.76%	01/01/09	103,101,516.22	103,101,516.22	(23,817,368.86)	79,284,147.36	79,284,147.36
Certificate of Deposit	2.69%	07/09/09	7,000,000.00	7,000,000.00	-	7,000,000.00	7,000,000.00
Certificate of Deposit	1.54%	04/09/09	1,000,000.00	1,000,000.00	(1,000,000.00)	-	-
Certificate of Deposit	1.54%	04/15/09	3,000,000.00	3,000,000.00	(3,000,000.00)	-	-
Certificate of Deposit	1.54%	04/23/09	1,000,000.00	1,000,000.00	(1,000,000.00)	-	-
Certificate of Deposit	1.79%	07/23/09	1,000,000.00	1,000,000.00	-	1,000,000.00	1,000,000.00
Certificate of Deposit	1.54%	04/30/09	1,500,000.00	1,500,000.00	(1,500,000.00)	-	-
Certificate of Deposit	1.79%	07/30/09	3,000,000.00	3,000,000.00	-	3,000,000.00	3,000,000.00
Certificate of Deposit	1.79%	08/06/09	10,000,000.00	10,000,000.00	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.49%	08/20/09	13,000,000.00	13,000,000.00	-	13,000,000.00	13,000,000.00
Certificate of Deposit	1.49%	08/27/09	-	-	5,000,000.00	5,000,000.00	5,000,000.00
Certificate of Deposit	1.75%	10/16/09	-	-	245,000.00	245,000.00	245,000.00
Certificate of Deposit	0.90%	10/22/09	-	-	5,000,000.00	5,000,000.00	5,000,000.00
Certificate of Deposit	0.90%	11/12/09	-	-	4,000,000.00	4,000,000.00	4,000,000.00
Certificate of Deposit	0.90%	11/13/09	-	-	150,000.00	150,000.00	150,000.00
Certificate of Deposit	3.09%	12/11/09	10,000,000.00	10,000,000.00	-	10,000,000.00	10,000,000.00
Certificate of Deposit	1.94%	01/28/10	2,000,000.00	2,000,000.00	-	2,000,000.00	2,000,000.00
Certificate of Deposit	1.54%	05/07/09	4,000,000.00	4,000,000.00	(4,000,000.00)	-	-
Certificate of Deposit	1.90%	2/10/2010	-	-	97,000.00	97,000.00	97,000.00
Certificate of Deposit	1.40%	03/18/10	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.45%	4/27/2010	-	-	245,000.00	245,000.00	245,000.00
Certificate of Deposit	1.05%	5/6/2010	-	-	2,000,000.00	2,000,000.00	2,000,000.00
Certificate of Deposit	1.25%	5/25/2010	-	-	246,000.00	246,000.00	246,000.00
Certificate of Deposit	1.69%	5/27/2010	-	-	240,000.00	240,000.00	240,000.00
Certificate of Deposit	0.74%	5/27/2010	-	-	10,000,000.00	10,000,000.00	10,000,000.00
Certificate of Deposit	1.15%	5/27/2010	-	-	247,000.00	247,000.00	247,000.00
Certificate of Deposit	1.55%	5/28/2010	-	-	11,000,000.00	11,000,000.00	11,000,000.00
Certificate of Deposit	2.30%	6/2/2010	-	-	240,000.00	240,000.00	240,000.00
Certificate of Deposit	2.20%	7/3/2010	-	-	244,000.00	244,000.00	244,000.00
Certificate of Deposit	1.49%	12/1/2010	-	-	245,000.00	245,000.00	245,000.00
Certificate of Deposit	1.44%	05/21/09	5,000,000.00	5,000,000.00	(5,000,000.00)	-	-
Certificate of Deposit	0.92%	05/27/09	11,000,000.00	11,000,000.00	(11,000,000.00)	-	-
FHLB Note	1.00%	03/02/10	-	-	2,720,213.68	2,700,000.00	2,720,213.68
FHLB Note	1.10%	03/06/10	-	-	8,573,908.30	8,500,000.00	8,573,908.30
FHLB Note	4.88%	05/14/10	-	-	2,121,660.07	2,000,000.00	2,121,660.07
FHLB Note	1.30%	07/30/10	21,000,000.00	21,091,980.00	105,000.00	21,000,000.00	21,196,980.00
FHLB Note	1.42%	09/30/10	36,000,000.00	36,112,680.00	399,950.83	36,000,000.00	36,512,630.83
FHLB Note	1.25%	10/08/10	-	-	20,131,200.00	20,000,000.00	20,131,200.00
FHLB Note	1.05%	11/15/10	-	-	5,998,125.00	6,000,000.00	5,998,125.00
FHLB Note	5.40%	08/20/12	1,000,000.00	1,016,560.00	(10,000.00)	1,000,000.00	1,006,560.00
FHLMC Note	2.88%	04/30/10	-	-	17,318,750.00	17,000,000.00	17,318,750.00
FHLMC Note	2.88%	06/28/10	-	-	11,394,583.13	11,000,000.00	11,394,583.13
FHLMC Note	1.75%	04/20/11	-	-	5,727,930.00	5,700,000.00	5,727,930.00
FNMA Note	3.25%	08/12/10	-	-	3,088,125.00	3,000,000.00	3,088,125.00
FNMA Note	5.05%	02/07/11	1,000,000.00	1,065,310.00	(2,500.00)	1,000,000.00	1,062,810.00
FNMA Note	2.05%	04/01/11	-	-	3,834,993.60	3,810,000.00	3,834,993.60
FNMA Note	1.88%	04/08/11	-	-	5,525,795.00	5,500,000.00	5,525,795.00
TOTAL			\$ 380,315,490.51	\$ 380,602,020.51	\$ (31,806,223.16)	\$ 346,791,532.74	\$ 348,795,797.35

Allocation

June 30, 2009

Book Value	% Equity in Treasury Pool	Book Value Fund Allocation
General Fund	17.72%	61,594,186.16
Debt Service Funds	9.61%	33,402,771.62
Capital Projects Funds	38.90%	135,216,033.42
Enterprise Funds	8.82%	30,652,995.68
Special Revenue Funds	7.53%	26,178,026.01
Internal Service Funds	12.08%	41,991,970.57
Fiduciary Funds	5.35%	18,592,539.99
Totals	100.00%	347,628,523.45

Market Value	% Equity in Treasury Pool	Market Value Fund Allocation
General Fund	17.72%	61,801,008.33
Debt Service Funds	9.61%	33,514,932.11
Capital Projects Funds	38.90%	135,670,064.48
Enterprise Funds	8.82%	30,755,922.91
Special Revenue Funds	7.53%	26,265,927.10
Internal Service Funds	12.08%	42,132,972.04
Fiduciary Funds	5.35%	18,654,970.39
Totals	100.00%	348,795,797.35

Allocations are based upon fund equity in the Treasury Pool at the end of the period.

M-14



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	DBB 7-30-09	
Council Meeting Date:	8/10/09	Budget	C.S. 7-29-09	
Department:	Public Works & Engineering	Legal <i>wh</i>	DEU 7/29/09	
Department Head	Alan Upchurch	Assistant City Manager		
Dept Signature:	<i>Alan Upchurch</i>	Deputy City Manager	<i>[Signature]</i> 7/30/09	
		City Manager	<i>[Signature]</i> 7/30/09	
Agenda Coordinator (include phone #): Irene Pegues X-7152 <i>v sp</i>				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING SECTION 12-74. MAXIMUM LIMITS ON SPECIFIC STREETS (b) STATE HIGHWAY 121, OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF PLANO CODE OF ORDINANCES; ADDING A NEW SECTION 12-74. MAXIMUM LIMITS ON SPECIFIC STREETS (b) STATE HIGHWAY 121, DESIGNATING THE SOUTH SERVICE ROAD OF THE SAM RAYBURN TOLLWAY AS STATE HIGHWAY 121; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS 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				
The Texas Department of Transportation has redesignated State Highway 121 as Sam Rayburn Tollway. This Ordinance repeals Section 12-74(b) of the City of Plano Code of Ordinances and enacts a new Section 12-74(b) designating the south service road of the Sam Rayburn Tollway as State Highway 121.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING SECTION 12-74. MAXIMUM LIMITS ON SPECIFIC STREETS (b) STATE HIGHWAY 121, OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF PLANO CODE OF ORDINANCES; ADDING A NEW SECTION 12-74. MAXIMUM LIMITS ON SPECIFIC STREETS (b) STATE HIGHWAY 121, DESIGNATING THE SOUTH SERVICE ROAD OF THE SAM RAYBURN TOLLWAY AS STATE HIGHWAY 121; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, City Council adopted Ordinance No. 96-9-29 on September 23, 1996, providing for the maximum speed limit on State Highway 121; and

WHEREAS, State Highway 121 has been redesignated by the Texas Department of Transportation as the Sam Rayburn Tollway; and

WHEREAS, the south service road of the Sam Rayburn Tollway (formerly SH 121) has been designated by the Texas Department of Transportation as State Highway 121; and

WHEREAS, the Council finds that the designation State Highway 121 should be used when referencing the south Service Road of the Sam Rayburn Tollway.

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

Section I. Section 12-74(b) *State Highway 121* is hereby repealed in its entirety.

Section II. Section 12-74 Maximum limits on specific streets (b) State Highway 121, of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances is hereby enacted to read in its entirety as follows:

"State Highway 121 (SH 121 south Service Road; Sam Rayburn Tollway south Service Road):

- (1) Sixty (60) miles per hour along and upon State Highway 121 from western city limits to Custer Road."

Section III. All provisions of the Code of 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 Code of Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

Section V. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions 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.

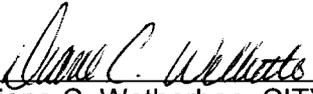
DULY PASSED AND APPROVED this 10th day of August, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing <i>MP</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget <i>CR</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 8/10/09		Reviewed by Legal <i>HA</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Budget & Research	Initials	Date	
Department Head	Karen M. Rhodes	Executive Director		
Dept Signature:	<i>Carla Rude</i>	City Manager	<i>JMA</i>	<i>8/4/09</i>
Agenda Coordinator (include phone #): Carla Rude x 7407				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, TRANSFERRING THE SUM OF \$80,000 FROM THE GENERAL FUND UNAPPROPRIATED FUND BALANCE TO THE GENERAL FUND OPERATING APPROPRIATION FOR FISCAL YEAR 2008-09 FOR THE PURPOSE OF PROVIDING ADDITIONAL FUNDING TO MEET THE REQUIREMENTS OF HB 55, 81ST TEXAS LEGISLATURE FOR THE "CELL PHONE USE PROHIBITED-UP TO \$200 FINE" SIGNS AT SCHOOL CROSSING ZONES; AMENDING THE BUDGET OF THE CITY AND ORDINANCE 2008-9-15, AS AMENDED, TO REFLECT THE ACTIONS TAKEN HEREIN; DECLARING THIS ACTION TO BE A CASE OF PUBLIC NECESSITY; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	203,824,960	0	203,824,960
Encumbered/Expended Amount	0	0	0	0
This Item	0	80,000	0	80,000
BALANCE	0	203,904,960	0	203,904,960

FUND(S): **GENERAL FUND - SIGNS AND MARKINGS (744)**

COMMENTS: Supplemental appropriations approved to date for the General Fund, including this item, result in total increases of \$263,610.

STRATEGIC PLAN GOAL: Providing funding for the state mandated Cell Phone Use Prohibited signs relates to the City's Goal of "Safe, Efficient Travel" and "Service Excellence".

SUMMARY OF ITEM

Supplemental Appropriation No. 2

This supplemental appropriation will allow for additional funding to cover costs related to the signs as mandated by the State Legislature HB 55. HB 55 which becomes effective September 1, 2009, states "A municipality, county, or other political subdivision that enforces this section shall post a sign that complies with the standards described by this subsection at the entrance to each school crossing zone in the municipality, county, or other political subdivision". The law also states "This section preempts all local ordinances, rules, or regulations that are inconsistent with specific provisions of this section adopted by a political subdivision of this state relating to

0-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

the use of a wireless communication device by the operator of a motor vehicle".

The Public Works/Engineering Department has determined that we will need to install 1733 signs at school zones to be in compliance with HB 55. We estimate the total cost to make and install those signs to be \$80,000 which is not included in our budget. The attached appropriations ordinance adds \$80,000 to the Signs and Markings budget. We estimate that it will take approximately six months to make and install al 1733 signs.

List of Supporting Documents:

Cell Phone Use Prohibited Sign Memorandum
FY 2008-09 Supplemental Appropriations Log

Other Departments, Boards, Commissions or Agencies

Carla Rude

From: Alan Upchurch
Sent: Thursday, July 30, 2009 8:28 AM
To: Karen Rhodes; Carla Rude
Cc: Alan Upchurch; David Falls
Subject: Appropriations ordinance

Summary:

HB 55 which becomes effective September 1, 2009, states "A municipality, county, or other political subdivision that enforces this section shall post a sign that complies with the standards described by this subsection at the entrance to each school crossing zone in the municipality, county, or other political subdivision". The law also states "This section preempts all local ordinances, rules, or regulations that are inconsistent with specific provisions of this section adopted by a political subdivision of this state relating to the use of a wireless communication device by the operator of a motor vehicle".

The Public Works/Engineering Department has determined that we will need to install 1733 signs at school zones to be in compliance with HB 55. We estimate the total cost to make and install those signs to be \$80,000 which is not included in our budget. The attached appropriations ordinance adds \$80,000 to the Signs and Markings budget. We estimate that it will take approximately six months to make and install al 1733 signs.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, TRANSFERRING THE SUM OF \$80,000 FROM THE GENERAL FUND UNAPPROPRIATED FUND BALANCE FOR FISCAL YEAR 2008-09 TO THE GENERAL FUND OPERATING APPROPRIATION FOR THE PURPOSE OF PROVIDING ADDITIONAL FUNDING TO MEET THE REQUIREMENTS OF HB 55, 81ST TEXAS LEGISLATURE FOR THE “CELL PHONE USE PROHIBITED-UP TO \$200 FINE” SIGNS AT SCHOOL CROSSING ZONES; AMENDING THE BUDGET OF THE CITY AND ORDINANCE 2008-9-15, AS AMENDED, TO REFLECT THE ACTIONS TAKEN HEREIN; DECLARING THIS ACTION TO BE A CASE OF PUBLIC NECESSITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Plano approved and adopted the budget for the City for Fiscal Year 2008-09 setting the appropriations for the General Fund at \$203,641,350; and

WHEREAS, based on public necessity, the City is required to post signs that were not included in the 2008-09 Adopted Budget; and

WHEREAS, the City Council deems it to be in the best interest of the City of Plano and its citizens to ensure that all requirements are met; and

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

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

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

SECTION I. The sum of EIGHTY THOUSAND DOLLARS (\$80,000) is hereby transferred from the General Fund Unappropriated Fund Balance to the General Fund Operating Appropriation.

SECTION II. The budget of the City of Plano for Fiscal Year 2008-09 as adopted by Ordinance No. 2008-9-15 is amended to reflect the action taken herein.

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

Ordinance No. _____

Page 2

SECTION IV. This supplemental appropriation Ordinance No. 3 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____, 2009.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

Diane C. Wetherbee, **CITY ATTORNEY**

0-5

Ordinance No. _____

Page 2

SECTION IV. This supplemental appropriation Ordinance No. 3 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____, 2009.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**



Diane C. Wetherbee, **CITY ATTORNEY**

0-6

**FY 2008-09
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Supplemental Appropriation for reimbursement to Grant Fund for HUD requirements.	Planning	183,610
Supplemental Appropriation for "Cell Phone Use Prohibited" signs in School Zones	Signs & Markings, 744	80,000
TOTAL GENERAL FUND APPROPRIATIONS		\$ 263,610
TOTAL CATV FUND APPROPRIATIONS		\$ -
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		\$ -
Supplemental Appropriation for funding increased costs related to the Fixed Network Meter Project.	041 - Water & Sewer	\$ 1,715,906
TOTAL WATER & SEWER FUND		\$ 1,715,906
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		\$ -
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		\$ -
TOTAL GOLF COURSE FUND APPROPRIATIONS		\$ -
TOTAL RECREATION FUND APPROPRIATIONS		\$ -
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		\$ -
GRAND TOTAL ALL FUNDS		\$ 1,979,516



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>SB</i>	7-31-09	
Council Meeting Date:	8/10/09	Budget	<i>SB</i>	7-31-09	
Department:	Parks and Recreation	Legal	<i>SB</i>	7-31-09	
Department Head	Amy Fortenberry	Assistant City Manager	<i>SB</i>	8-3-09	
Dept Signature:	<i>Amy Fortenberry</i>	Deputy City Manager			
		City Manager	<i>SB</i>	8/3/09	
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 checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal, conditional acceptance of lowest responsible Bid/Proposal for the Legacy Greenbelt Extension, Denbury to YMCA (Bid No. 2009-122-B) to Ratliff Hardscape, LTD in the amount of \$213,088.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		200,902	2,793,098	0	2,994,000
Encumbered/Expended Amount		-200,902	-493,616	0	-694,518
This Item		0	-213,088	0	-213,088
BALANCE		0	2,086,394	0	2,086,394
FUND(S): PARK IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2008-09 Park Improvement CIP. This item, in the amount of \$213,088, will leave a current year balance of \$2,086,394 for the Legacy Trail project.					
STRATEGIC PLAN GOAL: Trail improvements relate to the City's Goal of Premier City in Which to Live and Service Excellence.					
SUMMARY OF ITEM					
Staff recommends that the bid received from Ratliff Hardscape, LTD in the amount of \$213,088 be accepted as the lowest responsive responsible bid conditioned upon the timely execution of any necessary contract documents. The bid from Humphry & Morton Construction is considered nonresponsive due to failure to complete the bid forms.					
The bid of \$213,088 is within the consultants estimate of \$250,000 and within the available project funding.					
The project is for construction of a concrete recreational trail along White Rock Creek (Legacy Trail) from Tennyson Parkway north through the current YMCA property on the west side of the creek.					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

**CITY OF PLANO
CORRECTED
BID TABULATION
2009-122-B**

**LEGACY GREENBELT EXTENSION DENBURY to YMCA
PROJECT NO. 5880**

FRIDAY, MAY 29 @ 3:00 PM CDT

BIDDER:	BID BOND & ACK ADD 1	ALT B	TOTAL BID
HUMPHRY & MORTON CONSTRUCTION	YES	\$34,249.00	\$169,350.00
RATLIFF HARDSCAPE, LTD	YES	\$176,912.00	\$213,088.00
JIM BOWMAN CONSTRUCTION CO.	YES	\$170,109.00	\$220,650.00
BIRD CONSTRUCTION SERVICES	YES	\$34,000.00	\$225,724.00
METRIC CONCRETE SERVICES, INC.	YES	\$33,438.00	\$296,000.00
C. GREEN SCAPING, LP	YES	N/A	\$303,721.00
ALCS, INC.	YES	\$273,600.00	\$383,900.00

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

Aimee Storm

June 5, 2009

Aimee Storm
Buyer
Purchasing Division

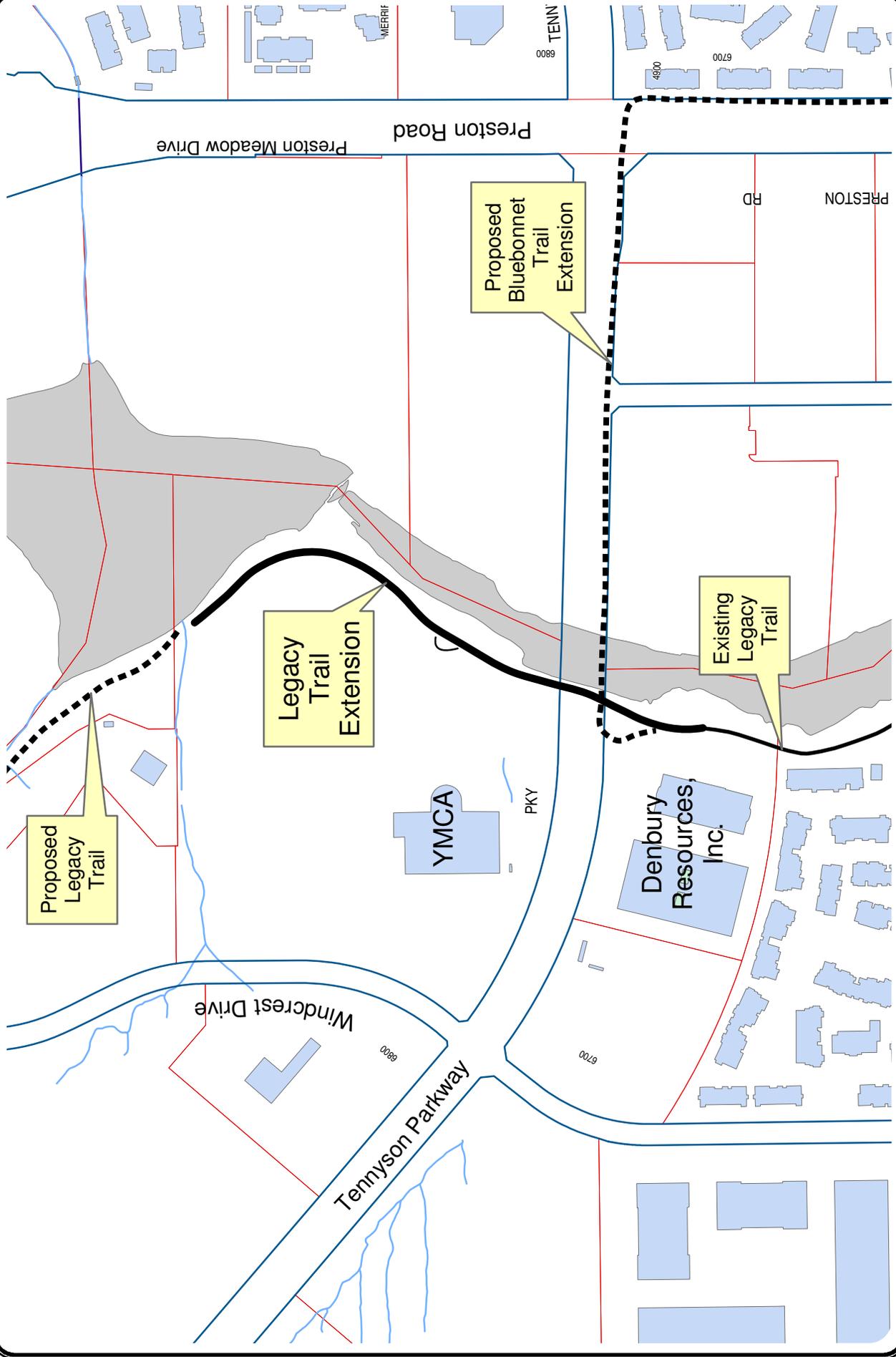
Date

“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

I-3



Legacy Greenbelt Trail - Denbury to YMCA



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing		
Council Meeting Date:	08/10/09	Budget		
Department:	City Manager	Legal		
Department Head	Thomas H. Muehlenbeck	Assistant City Manager		
Dept Signature:		Deputy City Manager		8/3/09
		City Manager		
Agenda Coordinator (include phone #):				
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				
Discussion of Plano Convention Center Feasibility Study				
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		

The Plano Convention Center Feasibility Study may be
viewed in the City Manager's Office –
1520 K Avenue, Suite 300, Plano, TX 75074



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	<i>QSP</i>	8-1-09
Council Meeting Date: 8/10/09		Budget	<i>hjm</i>	8-1-09
Department: Budget & Research		Legal	<i>WJH</i>	8-3-09
Department Head: Karen Rhodes-Whitley		Assistant City Manager		
Dept Signature: <i>K. Rhodes-Whitley</i>		Deputy City Manager		
		City Manager	<i>JM</i>	8/3/09
Agenda Coordinator (include phone #): Elizabeth Dorrance (x7146)				
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 DISCUSSION				
CAPTION				
DISCUSSION OF THE FY 2009-10 PROPOSED COMMUNITY INVESTMENT PROGRAM.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): CAPITAL PROJECT FUNDS				
COMMENTS:				
SUMMARY OF ITEM				
Presentation by staff on the various projects included in the FY 2009-10 Proposed Community Investment Program.				
List of Supporting Documents: Agenda, P&Z Letter & Presentation		Other Departments, Boards, Commissions or Agencies		

City Council CIP Worksession
On the 2009-10 Proposed Community Investment Program

Council Chambers, Plano Municipal Center
Monday, August 10, 2009, 5:00 p.m.

A. Capital Improvement Program	Presenter
1. Overview	Muehlenbeck
2. Parks	Reeves
A. Recreation Centers Bond Program	
B. Park Improvements Bond Program	
C. Park Fee Program	
D. Parks Capital Reserve	
3. Streets	Upchurch
A. Street Improvements	
4. Municipal Drainage	Upchurch
5. Water & Sewer	Upchurch
A. Water Improvements	
B. Sewer Improvements	
6. Capital Reserve	
A. Public Works	Upchurch
B. Facilities	Razinha
7. Municipal Facilities	Razinha



August 4, 2009

Phil Dyer
Mayor

Harry LaRosiliere
Mayor Pro Tem

Lee Dunlap
Deputy Mayor Pro Tem

Pat Miner
Place 1

Ben Harris
Place 2

Mabrie Jackson
Place 3

Lissa Smith
Place 4

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

Honorable Mayor and City Council
City of Plano
PO Box 860358
Plano, TX 75086-0358

RE: Review of Community Investment Program for Consistency with
the Comprehensive Plan

Dear Mayor Dyer and Councilmembers:

The Planning & Zoning Commission reviewed the proposed Community Investment Program items for the 2009–2010 budget year. The Commission found the CIP to be consistent with the Comprehensive Plan's recommendations for growth management and facility and infrastructure maintenance. The program also addresses present trends in development and population growth.

The Commission appreciates the opportunity to review the CIP and to present our comments.

Sincerely,

Jim Duggan, Chairman
Planning & Zoning Commission

XC: Planning & Zoning Commission
Alan Upchurch, Director of Public Works & Engineering
Phyllis M. Jarrell, Director of Planning

P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
www.plano.gov

Parks and Recreation

Proposed Community Investment Program

FY 2009-10

CITY of PLANO PARK MASTER PLAN



- LEGEND**
- Existing Parks
 - Proposed Parks
 - Private Open Space
 - Schools
 - Residential
 - Non-Residential
 - Existing Trail Not On Park Land
 - Proposed Trail Not On Park Land
 - Trail Connection
 - DART Station
 - Existing Lighted Athletic Fields
 - Proposed Lighted Athletic Fields
 - Existing Unlighted Athletic Fields
 - Proposed Unlighted Athletic Fields
 - Proposed Group Camp Site
 - Existing Dog Park
 - Proposed Dog Park
 - Proposed Park Center
 - Existing Recreation Center
 - Proposed Recreation Center
 - Existing Senior Center
 - Proposed Skate Park
 - Existing Swimming Facility
 - Proposed Swimming Facility
 - Existing Tennis Center

The location of proposed sites and facilities is subject to change.
Adopted by the City Council, June 12, 2006.



Parks and Recreation Funding



- ✦ Recreation Centers Bond Program
- ✦ Park Improvements Bond Program
- ✦ Park Fee Program
- ✦ Parks Capital Reserve Fund

Recreation Center Projects

◆ Aquatic Center Renovation	\$ 500,000
◆ Carpenter Expansion	\$ 5,834,000
Total	\$ 6,334,000

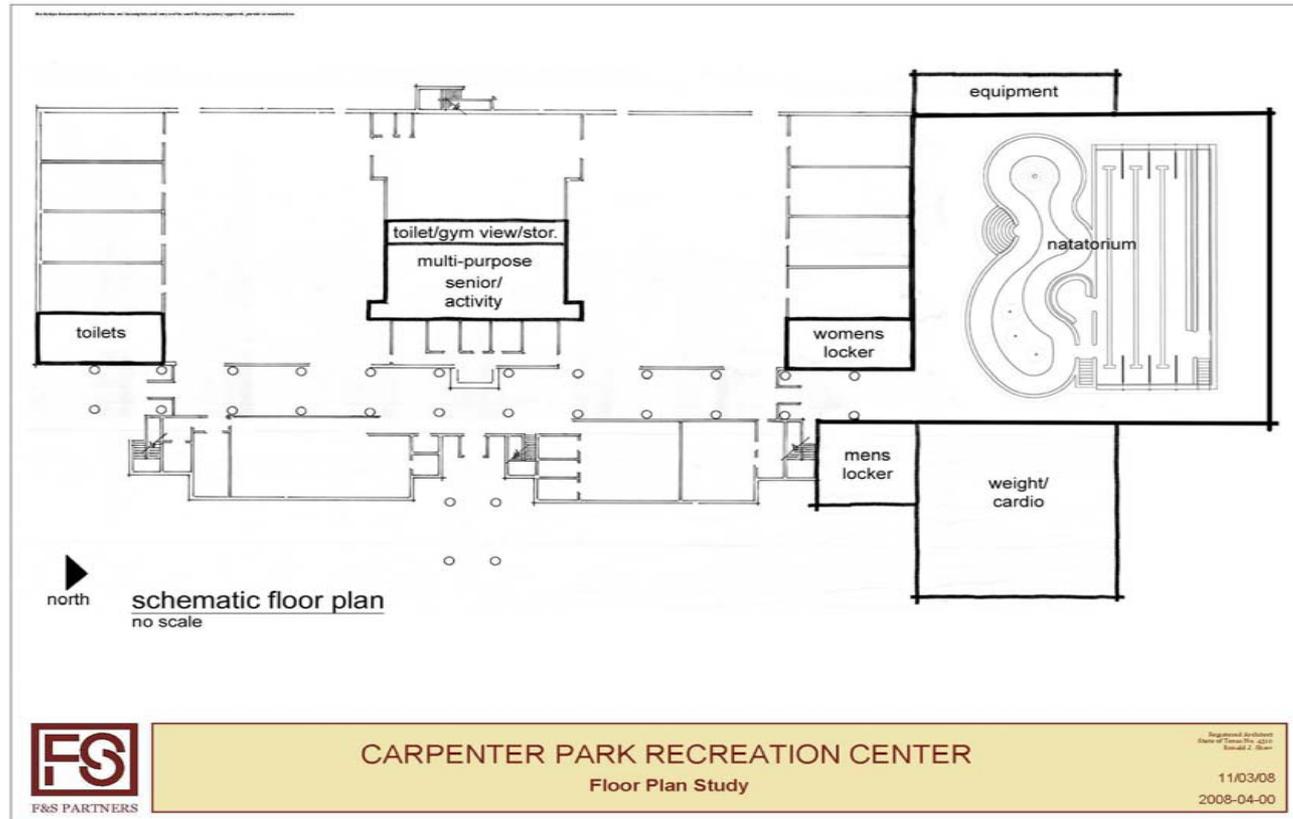
Aquatic Center Renovation

\$500,000



No specific increase to Operation & Maintenance Costs

Carpenter Expansion \$5,834,000



Projected O&M Costs

2009-10	2010-11	2011-12
\$ 0	\$ 187,531	\$ 389,036

Park Improvement Projects

- ◆ 09 Athletic Field Improvements \$ 100,000
- ◆ 09 Athletic Field Renovations \$ 250,000
- ◆ 09 Land Acquisitions \$ 4,000,000
- ◆ 09 Park Improvements \$ 500,000
- ◆ 09 Pecan Hollow Golf Course \$ 6,000,000
- ◆ Athletic Field Improvements \$ 200,000

Park Improvement Projects

- ◆ Bikeway System \$ 300,000
- ◆ Douglass Area Land \$ 100,000
- ◆ Legacy Trail \$ 592,000
- ◆ Maintenance Fac.(Oak Point) \$ 1,741,000
- ◆ Neighborhood Park Improv. \$ 800,000
- ◆ Oak Point Park Development \$ 5,000,000

Park Improvement Projects

◆ Park Improvements	\$ 522,000
◆ Pecan Hollow Golf Course	\$ 1,000,000
◆ Special Use Facilities	\$ 200,000
◆ Trail Connections	\$ 700,000
Total	\$ 22,005,000

Projected O&M Cost

Parks O&M Costs Unless Otherwise Indicated

Project	2009-10	2010-11	2011-12
Athletic Field Improvements	\$ 0	\$ 11,450	\$ 11,450
Athletic Field Improvements	0	* 9,805	0
Athletic Field Renovations	0	9,375	9,375
Land Acquisitions	0	100,000	0
Legacy Trail	0	0	154,710
Maintenance Facility (Oak Point Park)	* 10,115	* 29,929	0
Oak Point Park (Visitor's Center)	* 22,910	* 70,565	0
Park Improvement	0	57,300	57,300
Trail Connections	0	11,875	11,875
Special Use Facilities	0	0	10,000
Total	33,025	300,299	254,710

* Indicates Facilities Maintenance & Services Costs



Park Fee Projects



- ◆ Greenbelt Acquisition and Trail Construction

Total

\$ 1,850,000

Capital Reserve Fund

- ◆ Athletic Field Renovations \$ 300,000
- ◆ Irrigation Renovations \$ 405,000
- ◆ Maintenance Shop Renovations \$ 300,000
- ◆ Park Structures & Equipment \$ 465,000
- ◆ Playground Replacements \$ 250,000

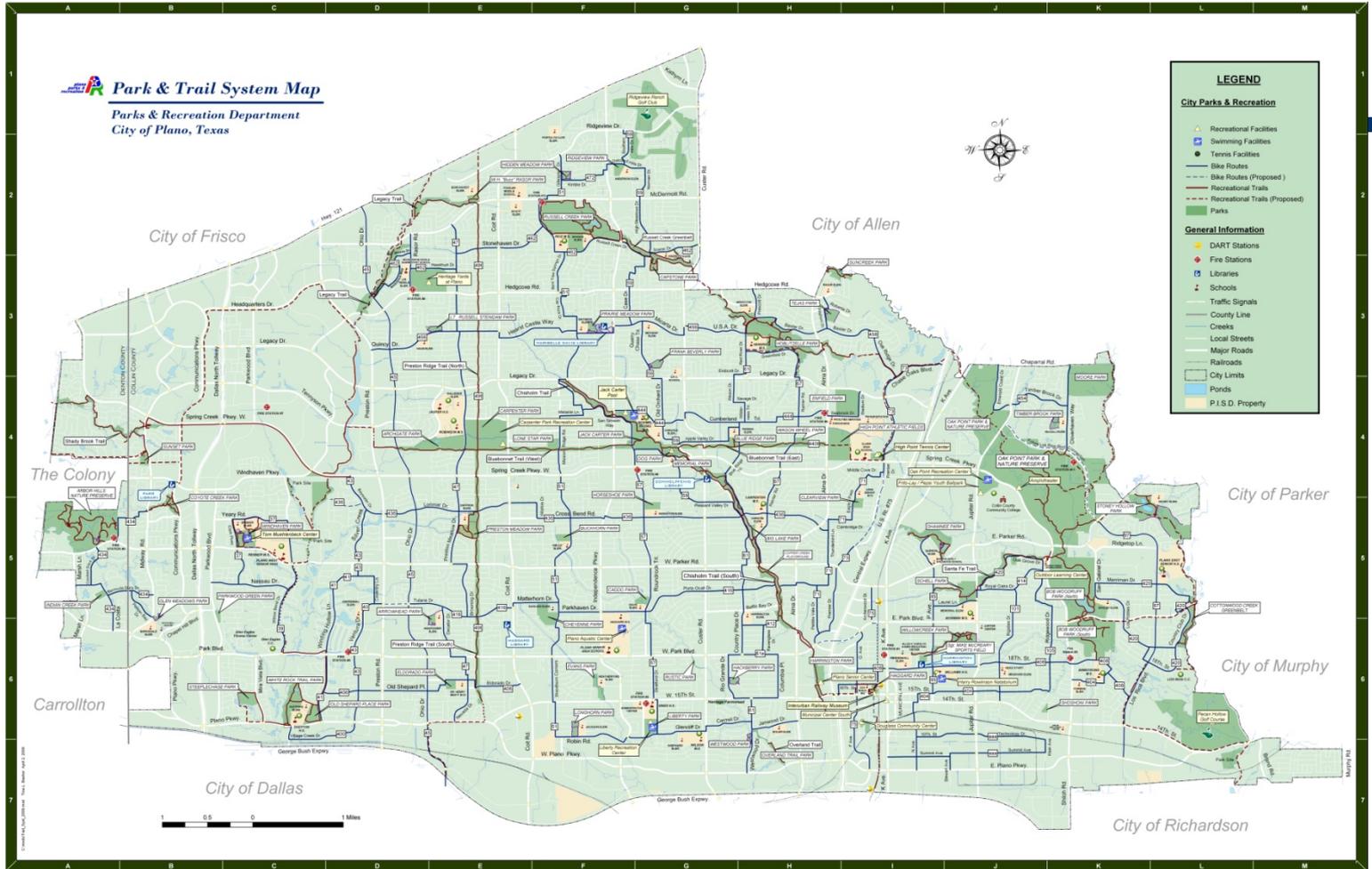
Capital Reserve Fund

- ◆ Pool Equipment \$ 100,000
- ◆ Public Building Landscapes \$ 120,000
- ◆ Recreation Center Equipment \$ 100,000
- ◆ Restroom Renovations \$ 600,000

Capital Reserve Fund

◆ Silt Removal	\$ 650,000
◆ Tennis Court Lighting	\$ 550,000
◆ Trail Repairs	\$ 600,000
◆ Other Projects	\$ 140,000
Total	\$4,580,000

Park & Trail System Map
 Parks & Recreation Department
 City of Plano, Texas



LEGEND

City Parks & Recreation

- Recreational Facilities
- Swimming Facilities
- Tennis Facilities
- Bike Routes
- Bike Routes (Proposed)
- Recreational Trails
- Recreational Trails (Proposed)
- Parks

General Information

- DART Stations
- Fire Stations
- Libraries
- Schools
- Traffic Signals
- County Line
- Creeks
- Local Streets
- Major Roads
- Railroads
- City Limits
- Ponds
- P.I.S.D. Property

0 0.5 1 Miles

City of Plano, Texas
 Planning & Development Department
 1100 East Plano Parkway, Suite 1000
 Plano, Texas 75074
 972.343.2200
 www.ci.plano.tx.us



Public Works/Engineering

Proposed Community Investment Program

FY 2009-10

Street Improvements

◆ Rehabilitation Projects	\$10,548,000
◆ Design Projects	3,669,000
◆ Capacity Improvements	9,178,000
◆ Funding Continuation	8,183,000
◆ Miscellaneous	<u>3,510,000</u>
◆ Total	\$35,088,000

Street Improvements

- ◆ **Rehabilitation Projects** **\$10,548,000**
 - Alley Reconstruction
 - Screening Wall Reconstruction
 - Westwood Dr – 15th to Janwood
 - 14th St – K Ave to Ridgewood
 - Meadows Add Phase 1
 - Split Trail
 - 17th St/ R Ave

Street Improvements

◆ Design Projects

\$3,669,000

- 15th St – G Ave to US 75
- Dallas North 3
- Meadows Addition Phase II
- Park Blvd / US 75 Pedestrian Crossing
- Ridgewood Addition
- Miscellaneous Street Reconstruction
- Windhaven Pkwy West of City Limits to Spring Creek Pkwy

Street Improvements

◆ **Design Projects – continued**

- Coit/Spring Creek Pkwy Intersection Improvements
- Preston/Plano Pkwy Intersection Improvements
- Corridor Intersection Improvements
 - Independence Parkway
 - Park Boulevard
 - Parker Road
 - Preston Road
 - Spring Creek Parkway

Street Improvements

- ◆ **Capacity Improvement** **\$9,178,000**
 - Chaparral Road
 - Communications Pkwy - Spring Creek to Tennyson
 - Intersection Improvements - Various Locations
 - Marsh Lane – Parker Road South
 - McDermott Drive – Coit to Ohio
 - Plano Pkwy – Midway to West City Limits
 - Windhaven Pkwy – West City Limits to Spring Creek Pkwy

Street Improvements

◆ **Funding Continuation** **\$8,183,000**

- Baffin Bay & Morton Vale
- Communications Pkwy – Parker to Spring Creek Pkwy
- Intersection Improvements
- McDermott / Robinson Intersection Improvements
- P Ave/ 18th St/ Belle View Addition
- Preston/ Legacy Intersection Improvements
- Razor Road – Ohio to SH 121
- Ridgeview Drive – Coit to Independence

Street Improvements

◆ **Miscellaneous**

\$3,510,000

- Signalization
- Landscaping
- Barrier Free Ramps
- Park Streets
- Douglass Walkway
- Oversize Participation
- Street Lighting



Other Funding Sources

\$26,249,000

◆ Collin County	\$7,070,000
◆ Denton County	\$2,000,000
◆ East Side TIF II	\$1,700,000
◆ TxDOT	\$5,083,000
◆ RTR Funds	\$10,396,000



Municipal Drainage

\$6,419,000



- ◆ Alma & Parker
- ◆ Cross Bend and Deerfield Culverts
- ◆ Erosion Control
 - Briarwood
 - Parks
 - Pitman Creek
 - Padre Ct, Dunmoor, and Buckboard
 - Shady Creek, London and Creekside
- ◆ Miscellaneous Drainage Improvements



Water Improvements

\$10,916,436

- ◆ 14th St – K Avenue to Ridgewood Drive
- ◆ 14th St – Shiloh Road to Park Vista
- ◆ 17th St & R Ave Rehabilitation
- ◆ Belle View & P Ave
- ◆ Chaparral Rd – Jupiter to East City Limits
- ◆ Coit and Dallas North Elevated Tank Repaint
- ◆ Custer Road Ground Storage Tank #2
- ◆ Dallas North #3 Rehabilitation



Water Improvements



- ◆ Fire Hydrant Installations
- ◆ Water Distribution Improvements
- ◆ Jupiter Tank Outside Repaint
- ◆ Meadows Addition #1
- ◆ Oversize Participation
- ◆ Park Estates Water Rehabilitation
- ◆ Ridgewood Addition
- ◆ Shiloh Road Pump Station Rehabilitation



Sewer Improvements

\$9,465,436

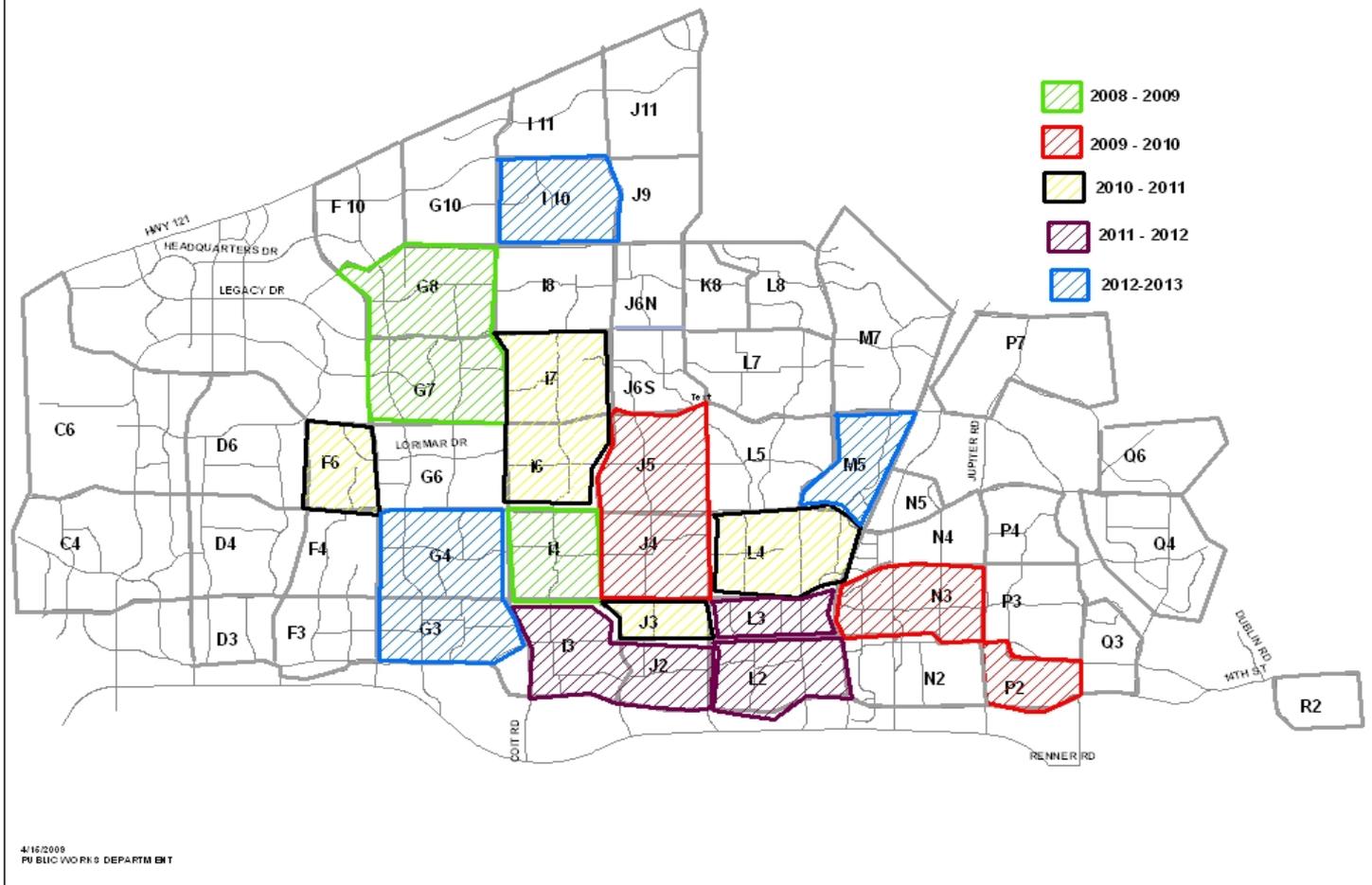


- ◆ 14th St – K Ave to Ridgewood
- ◆ 17th St and R Ave
- ◆ Aerial Crossings
- ◆ I and I Repairs
- ◆ Manhole Sealing
- ◆ Mapleshade Lift Station and Sewer Lines
- ◆ Redevelopment Capacity Improvements
- ◆ Russell Creek Sewer Rehab Phase I
- ◆ Sherrye Lift Station

Capital Reserve Projects FY 2009-10

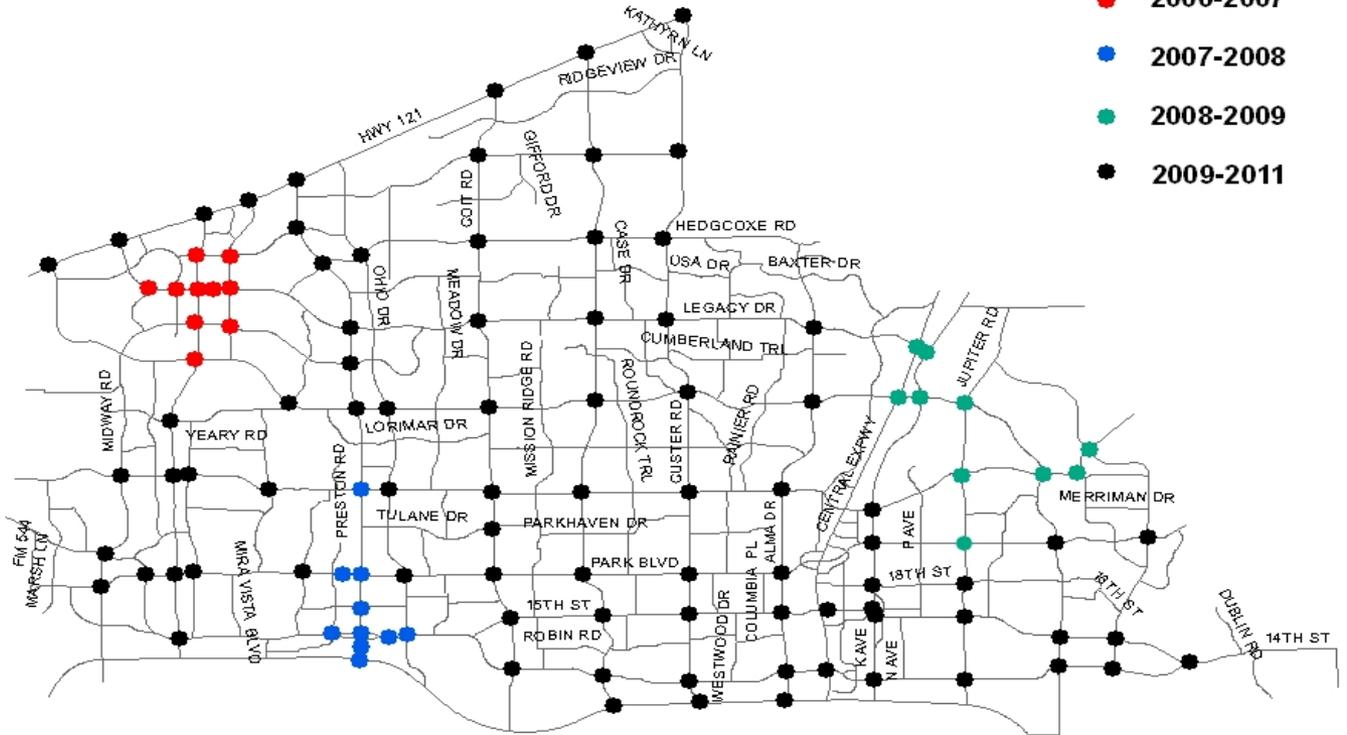
Arterial Concrete Repairs	\$2,300,000
Residential Street/Alley Repairs	3,000,000
Pavement Maintenance	1,000,000
Screening Wall Repair	350,000
Sidewalk Repairs	250,000
Traffic Signal Improvements (UPS)	60,000
Underseal Program	2,000,000
Street Name and Sign Replacement (New)	194,000
Pump Station Rehabilitation (New)	450,000
Pilot Pavement Joint & Crack Sealing (New)	<u>200,000</u>
Total	\$9,804,000

CITY OF PLANO PUBLIC WORKS CAPITAL RESERVE RESIDENTIAL STREET & ALLEY REPAIRS



CITY OF PLANO (UPS) UN-INTERRUPTED POWER SUPPLY LOCATIONS

- 2006-2007
- 2007-2008
- 2008-2009
- 2009-2011





Facilities Capital Reserve

\$ 2,319,000



- ◆ Energy Reduction
- ◆ Various Building Modifications
 - Senior Center
 - Courtyard Theater
 - Haggard Library
 - Fire Stations Minor Renovation
 - Robinson Justice Center
 - Plano Center
 - Police Facility



Facility Projects

\$10,763,000

- ◆ Fire Station #13
- ◆ Fire Station #4 Renovations
- ◆ Technology Services Facility
- ◆ Radio System Infrastructure

Continuation/completion from prior year funding:

- ◆ Fire Station #12/ Logistic Facility/ EOC
- ◆ Environmental Education Building
- ◆ Animal Shelter Expansion

Projected O&M Cost

Facilities O&M Costs Unless Otherwise Indicated

Project	2009-10	2010-11	2011-12
Animal Shelter Expansion	\$ 0	\$ 36,037	\$ 0
Environmental Education Bldg.	** 40,651	43,603	0
Fire Apparatus	0	* 411,738	* 2,607,674
Fire Station #2 Expansion	0	0	16,450
Fire Station #4 Expansion	0	16,270	0
Fire Station #13	0	* 1,485,577	* 314,188
Station#12/EOC/Logistic Fac.	180,490	31,099	0
Total	\$ 221,141	\$ 2,024,324	\$ 2,938,312

* Fire Department costs – costs associated with equipment, O&M and bringing on 45 fire positions starting in 2010-11 through 2012-13.

** Sustainability & Environmental Waste costs – furnishings, computer hardware and landscaping .



QUESTIONS



??



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing	JB 8-1-09	
Council Meeting Date: 8/10/09		Budget	7-31-09	
Department: Budget		Legal	7-31-09	
Department Head: Karen Rhodes		Assistant City Manager		
Dept Signature: <i>Karen Rhodes</i>		Deputy City Manager		
		City Manager	7/31/09	
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				
A Public Hearing on the FY 2009-10 Recommended Budget and the FY 2009-10 Proposed Community Investment Program (CIP). "This budget will raise more total property taxes than last year's budget by \$2,991,076 or 2.5%, and of that amount \$1,858,678 is tax revenue to be raised from new property added to the tax roll this year."				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This is a required public hearing to consider the FY 2009-10 Recommended Budget and the FY 2009-10 Proposed Community Investment Program (CIP).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**NOTICE OF PUBLIC HEARING ON
THE BUDGET & COMMUNITY INVESTMENT PROGRAM**

The City Council of the City of Plano will hold a public hearing on the Recommended Budget and Proposed Community Investment Program (CIP) for Fiscal Year 2009-10. "This budget will raise more total property taxes than last year's budget by \$2,991,076 or 2.5% and of that amount \$1,858,678 is tax revenue to be raised from new property added to the tax roll this year." The hearing will be held on Monday, August 10, 2009 at 7:00 p.m., in the Council Chambers at the Plano Municipal Center, 1520 Ave. K., Plano.

All interested persons will be given an opportunity to be heard for or against any item or the amount of any item contained in the Recommended Budget or Proposed CIP.

Copies of the Recommended Budget and Proposed CIP are available for public inspection at each of the City's libraries.

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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Initials	Date	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		NR	8/3/09	
Council Meeting Date: 8/10/09		KMR	8/3/09	
Department: Budget		JR	8/3/09	
Department Head: Karen Rhodes				
Dept Signature: <i>Karen Rhodes</i>				
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				
CAPTION				
A vote on a proposal to consider an increase in total tax revenue.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	121,813,620	121,813,620
BALANCE	0	0	121,813,620	121,813,620
FUND(S): GENERAL FUND; GENERAL OBLIGATION FUND; TIF				
COMMENTS: The 2009-10 Certified Appraisal Roll will generate revenues of approximately \$121,813,620 , at the proposed tax rate of 48.86 cents per \$100 of assessed property value. This amount has been included in the Recommended 2009-10 Budget.				
SUMMARY OF ITEM				
If the Council intends to propose a tax rate that will increase tax revenue over the effective tax rate of 49.04 cents, then it must take a vote for the record regarding each council member's position on this proposal.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

DATE: July 21, 2009
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of July 20, 2009

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2009-12
APPLICANT: LARRY EPP**

Request for a Specific Use Permit for Winery on one lot on 0.1± acre located at the northwest corner of Preston Road and Plano Parkway. Zoned Planned Development-457-Retail/General Office/190 Tollway/Plano Parkway and Preston Road Overlay Districts. Neighborhood #54.

APPROVED: 5-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1
OPPOSE: 1

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0
OPPOSE: 0

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: August 10, 2009 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/et

xc: Jonathan Weinberg, PPP Center, Ltd.
Larry Epp, Wine 1 AM

6-1

CITY OF PLANO
PLANNING & ZONING COMMISSION

July 20, 2009

Agenda Item No. 7

Public Hearing: Zoning Case 2009-12

Applicant: Larry Epp

DESCRIPTION:

Request for a Specific Use Permit for Winery on one lot on 0.1± acre located at the northwest corner of Preston Road and Plano Parkway. Zoned Planned Development-457-Retail/General Office/190 Tollway/Plano Parkway and Preston Road Overlay Districts. Neighborhood #54.

REMARKS:

The requested zoning is a Specific Use Permit (SUP) for Winery. A winery is a wine-making facility that: (1) ferments juices from grapes and/or other fruit, (2) blends wines, 3) manufactures, bottles, labels and packages wine, and/or performs any other activity authorized by Chapter 16, Winery Permit, of the Texas Alcoholic Beverage Code as amended. 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.

The applicant is proposing a winery in a 1,990± square foot lease space in an existing retail center. The proposed winery will ferment juices into wine from fruit grown off-premise, bottle and package wine, and sell wine for on-premise and off-premise consumption. The applicant may also have wine tasting. A winery is consistent with the existing restaurants and retail shops located in the retail center. There is adequate parking and circulation for this proposed use.

RECOMMENDATION:

Recommended for approval as submitted.

6-2

ORDINANCE NO. _____
(Zoning Case 2009-12)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 600 SO AS TO ALLOW THE ADDITIONAL USE OF WINERY ON 0.1± ACRE OF LAND ON LOT 1R, BLOCK 1 OF PRESTON PARKWAY CENTER ADDITION, LOCATED 240± FEET WEST OF PRESTON ROAD AND 630± FEET NORTH OF PLANO PARKWAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED PLANNED DEVELOPMENT-457-RETAIL/GENERAL OFFICE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 10th day of August, 2009 for the purpose of considering granting Specific Use Permit No. 600 for the additional use of Winery on 0.1± acre of land on Lot 1R, Block 1 of Preston Parkway Center Addition, located 240± feet west of Preston Road and 630± feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Planned Development-457-Retail/General Office; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 10th day of August, 2009; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 600 for the additional use of Winery on 0.1± acre of land on Lot 1R, Block 1 of Preston Parkway Center Addition, located 240± feet west of Preston Road and 630± feet north of Plano Parkway in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 600 for the additional use of Winery on 0.1± acre of land on Lot 1R, Block 1 of Preston Parkway Center Addition, located 240± feet west of Preston Road and 630± feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Planned Development-457-Retail/General Office, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

6-4

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 10TH DAY OF AUGUST, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING all that certain lot, tract, or parcel of land situated in City of Plano, Collin County, Texas, and being a part of Lot 1R in Block 1 of Preston Parkway Center, an Addition to the City of Plano, Collin County, Texas, according to the Map thereof recorded in Cabinet "I", Slide 380 of the Map Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found in the west right-of-way line of State Highway No. 289-Preston Road (157 foot right-of-way), said point being the northeast corner of said Lot 1R and the common southeast corner of Lot 6R of Block 1 of Preston Parkway Center, an Addition to the City of Plano, Collin County, Texas, according to the Map thereof recorded in Cabinet "H", Slide 674 of the Map Records of Collin County, Texas;

THENCE South 01° 05' 01" West (basis of bearings per plat recorded in Cabinet "I", Slide 380 of the Map Records of Collin County, Texas), and following along the west right-of-way line of State Highway No. 289-Preston Road for a distance of 238.12 feet to a point;

THENCE North 88° 54' 59" West and departing said west right-of-way line of Preston Road and across said Lot 1R, for a distance of 254.64 feet to a point in the east edge face of an existing retail building for the POINT OF BEGINNING of this description;

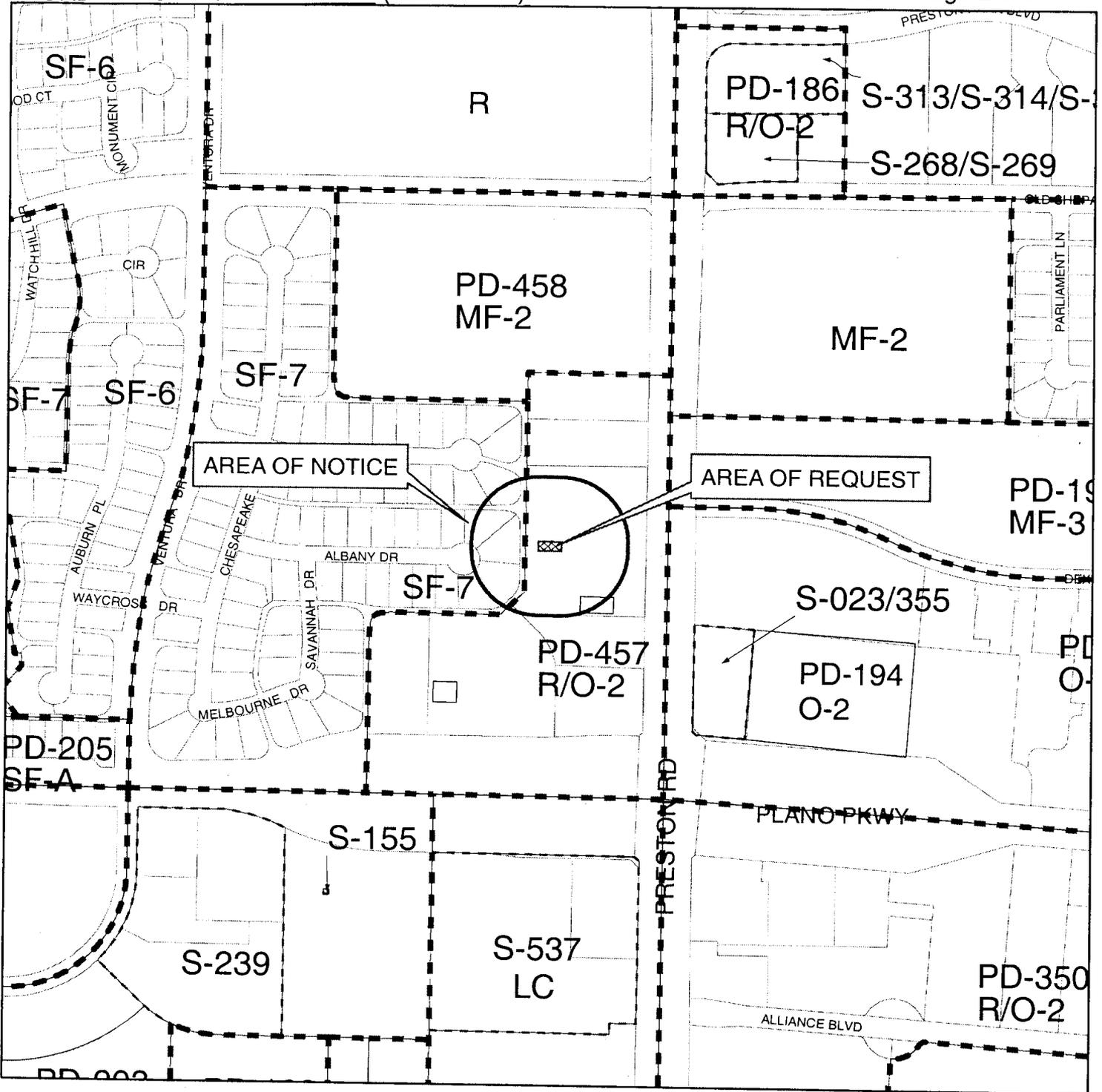
THENCE South 01° 09' 26" West and following along said east edge face of the existing retail building for a distance of 28.30 feet to a point for corner in the center of an existing demising wall;

THENCE North 88° 50' 34" West and following along said demising wall for a distance of 70.35 feet to a point for corner in the west edge face of said existing retail building;

THENCE North 01° 09' 26" East and following along the west edge face of said existing retail building for a distance of 28.30 feet to a point for corner in the center of an existing demising wall;

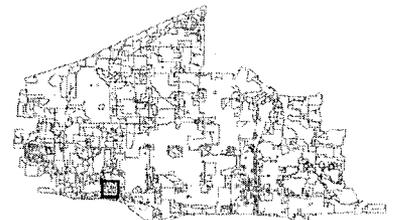
THENCE South 88° 50' 34" East and following along said demising wall for a distance of 70.35 feet to the POINT OF BEGINNING and CONTAINING 1,991 square feet or 0.0457 acre of land, more or less.

6-6



Zoning Case #: 2009-12

Existing Zoning: PLANNED DEVELOPMENT-457-RETAIL/GENERAL OFFICE



○ 200' Notification Buffer

6-7

DATE: July 21, 2009
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of July 20, 2009

AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2009-13
APPLICANT: CITY OF PLANO

Request to amend Subsection 4.505 of Section 4.500 (Preston Road Overlay District), Subsection 4.605 of Section 4.600 (Dallas North Tollway Overlay District), Subsection 4.705 of Section 4.700 (190 Tollway/Plano Parkway Overlay District), Subsection 4.805 of Section 4.800 (State Highway 121 Overlay District), and Subsection 4.904 of Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations) and related sections of the Zoning Ordinance pertaining to overhead electrical regulations.

APPROVED: 3-2 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval as follows: (Deletions are indicated in strikethrough text.)

Section 4.500 Preston Road Overlay District

Subsection 4.505

~~Electrical and/or communications utility lines shall be installed underground in compliance with utility service regulations as new development or redevelopment occurs. Temporary lines extended across another property to reach a site under development may remain above ground until development or redevelopment of that property occurs. Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced, or upgraded. A 15-foot wide easement shall be provided adjacent to thoroughfare rights-of-way (Type C and above) for the underground placement of electrical and/or communications utility lines. This easement may be included in the required landscape edge described in Subsection 4.504. The requirement of an easement may be waived at the discretion of the appropriate utility provider.~~

Section 4.600 Dallas North Tollway Overlay District

Subsection 4.605

~~Electrical and/or communications utility lines shall be installed underground in compliance with utility service regulations as new development or redevelopment occurs. Temporary lines extended across another property to reach a site under~~

~~development may remain above ground until development or redevelopment of that property occurs. Except as noted below, all lines including individual service lines shall be installed underground. (ZC 99-28; Ordinance No. 99-7-9)~~

- ~~(1) Overhead placement is permitted along the outside lanes of the Dallas North Tollway frontage roads for electrical distribution and communications lines sharing the same support structures. Single post concrete and/or steel support structures are required.~~
- ~~(2) Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced, or upgraded.~~

~~A 15-foot wide easement shall be provided adjacent to thoroughfare rights-of-way (Type D and above) for the placement of electrical and/or communications utility lines. This easement may be included in the required landscape edge described in Subsection 4.604. Along the tollway frontage roads, two ten-foot easements shall be required. The requirement of an easement may be waived at the discretion of the appropriate utility provider(s). This requirement shall not apply to Central Business 1 zoned property within the corridor, except along the frontage roads of the Dallas North Tollway.~~

Section 4.700 190 Tollway/Plano Parkway Overlay District

Subsection 4.705

~~Electrical and/or communications utility lines shall be installed underground in compliance with utility service regulations as new development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:~~

- ~~(1) Overhead placement is permitted along the northern right-of-way boundary of the 190 Tollway for electrical distribution and communications lines sharing the same support structures. Single post concrete and/or steel support structures are required.~~
- ~~(2) Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced, or upgraded.~~

~~A 15-foot wide easement shall be provided adjacent to thoroughfare rights-of-way (Type C and above) for the placement of electrical and/or communications utility lines. This easement may be included in the required landscape edge described in Subsection 4.704. The requirement of an easement may be waived at the discretion of the appropriate utility provider.~~

Section 4.800 State Highway 121 Overlay District

Subsection 4.805

~~Electrical and/or communications utility lines shall be installed underground in compliance with utility service regulations as new development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:~~

- ~~(1) Overhead placement is permitted along the southern right-of-way boundary of State Highway 121 for electrical distribution and communications lines sharing the same support structures. Single post concrete and/or steel support structures are required.~~
- ~~(2) Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights of way, and/or easements may remain and may be repaired, replaced, or upgraded.~~

~~A 15-foot wide easement shall be provided adjacent to thoroughfare rights-of-way (Type C and above) for the placement of electrical and/or communications utility lines. This easement may be included in the required landscape edge described in Subsection 4.804. The requirement of an easement may be waived at the discretion of the appropriate utility provider.~~

Section 4.900 Parkway Overlay District

Subsection 4.904

~~Electrical and/or communications utility lines shall be installed underground in compliance with utility service regulations as new development or redevelopment occurs. Temporary lines extended across another property to reach a site under development may remain above ground until development or redevelopment of that property occurs. Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights of way, and/or easements may remain and may be repaired, replaced, or upgraded. A 15-foot wide easement shall be provided adjacent to thoroughfare rights of way (Type C and above) for the underground placement of electrical and/or communications utility lines. This easement may be included in the required landscape edge described in Subsection 4.903. The requirement of an easement may be waived at the discretion of the appropriate utility provider.~~

With the deletion of these subsections within the Zoning Ordinance, the remaining subsections within each overlay district would be renumbered accordingly.

The Commissioners voting in opposition did not specify any reasons as to why they were opposed to the proposed ordinance amendments.

FOR CITY COUNCIL MEETING OF: August 10, 2009 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BM/et

CITY OF PLANO
PLANNING & ZONING COMMISSION

July 20, 2009

Agenda Item No. 8

Public Hearing: Zoning Case 2009-13

Applicant: City of Plano

DESCRIPTION:

Request to amend Subsection 4.505 of Section 4.500 (Preston Road Overlay District), Subsection 4.605 of Section 4.600 (Dallas North Tollway Overlay District), Subsection 4.705 of Section 4.700 (190 Tollway/Plano Parkway Overlay District), Subsection 4.805 of Section 4.800 (State Highway 121 Overlay District), and Subsection 4.904 of Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations) and related sections of the Zoning Ordinance pertaining to overhead electrical regulations.

HISTORY:

At its June 1, 2009, meeting, the Planning & Zoning Commission called a public hearing to consider amendments to the Zoning Ordinance pertaining to the placement of overhead electrical utilities within overlay zoning districts and related sections of the Zoning Ordinance.

Staff presented to the Commission at its meeting on July 6, 2009, potential amendments to the Zoning Ordinance for discussion and to receive input and direction from the Commission. Comments received from the Commission included:

- Concern regarding cost to the developer and property owner for placing utilities underground;
- When businesses are evaluating where to locate, are we placing the City of Plano at a competitive advantage and/or disadvantage with other cities regarding:
 - Aesthetic appeal of our corridors; and
 - requiring the utilities to be placed underground and the cost associated with doing so;
- Can we require existing underground lines to remain underground if they need to be repaired;
- Can large developments be required to place utilities underground; and
- Potential legal issues associated with requiring utilities to be placed underground.

7-5

REMARKS:

The Zoning Ordinance requires that for properties located adjacent to Type C thoroughfares and above and within the overlay zoning districts, such as the Preston Road, Dallas North Tollway, 190 Tollway/Plano Parkway, State Highway 121, and Parkway Overlay Districts, the overhead electrical utilities shall be placed underground at such time when the properties are developed. Within certain of these overlay districts, distribution lines are allowed to remain above ground along frontage roads if located on steel or concrete posts.

Development Impact

Prior to deregulation, electrical companies would assist developers by financially subsidizing the placement of overhead electrical utilities underground since the developers were providing them with guaranteed customers. However, this is no longer the case since customers can now choose from many companies for electrical service. The cost to place lines underground and install the associated switchgear and other equipment has increased substantially in proportion to the overall development costs.

Many variables exist when trying to determine cost estimates for placing overhead electrical utilities underground including: whether it is a single phase or multiphase distribution system, the number of distribution (feeder) lines and where they are coming from to serve the property, switchgear and transformer equipment size and quantity needed, size of duct banks and whether they exist or not; other existing utilities within the area (i.e. high pressured gas, water, sewer, etc), and whether or not there is increased electrical load on the system. According to TXU Electric Delivery 2004 cost estimates, it costs \$185 per foot to bury a 3-phase large overhead, \$130 per foot to bury a 3-phase small overhead, \$110 per foot to bury a single phase overhead with one switchgear required per 500 foot of burial.

For specific projects, TXU in 2004 also estimated that it would cost Deerfield North Phase I \$401,510 to bury the overhead power lines along Preston Meadows Drive and Quincy Lane adjacent to the property, \$190,000 to bury overhead power lines along Hedgcoxe Road and Ohio Drive adjacent to Trinity Presbyterian Church property, and \$290,000 to bury the overhead power lines along Coit Road and Plano Parkway adjacent to John Paul II Catholic High School property. A subsequent cost estimate in 2007 for the high school site was approximately \$2.2 million for burying 2,450 linear feet of overhead utility (\$920.00 per linear foot). A 2007 retail and gas station project located at the southwest corner of the Dallas North Tollway and Plano Parkway cost \$435.00 per linear foot to bury the overhead electric utilities.

Given the significant costs for burying overhead electrical utilities in proportion to the remainder of the project, developers have applied for numerous requests for variances to be relieved of the requirement to bury the overhead power lines. The Board of Adjustment has approved most, but not all, variance requests. It is important to note that for cities, the challenge lies in justifying the requirement to place the utilities underground when the benefit of electrical service (i.e. utility usage) to the property is less than what would be required financially to place the utilities underground.

In some instances, developers experience challenges with other existing utilities adjacent to street right-of-way, which results in variance requests. An example is the QuikTrip project located at the southeast corner of Plano Parkway and K Avenue. There is a 50 foot Lone Star Gas easement along K Avenue, and due to the existing buried high pressure gas lines, the developer had no option but to request a variance, which was granted.

In addition, a ruling by the Public Utilities Commission prevents cities from requiring the electric companies (instead of a developer) to place new lines underground in compliance with zoning regulations. This ruling was made on the basis that the cost of placing lines underground cannot be recovered through the companies' tariffs. Consequently, the city would have to bear the costs of placing overhead electrical utilities underground.

Surrounding Cities

Research from surrounding cities concludes that the cities of Denton and Garland require underground placement of overhead electrical utilities because the cities own the electrical companies. The cities of Addison and Richardson, which do not provide electrical service to their residents, also require underground placement of overhead electrical lines as properties develop and redevelop. However, the cities of Dallas, Fort Worth, Arlington, McKinney, Frisco, and Allen do not require overhead electrical utilities to be placed underground. The city of Allen recently rescinded its ordinance requiring underground placement of overhead electrical utilities. Businesses considering locating in Plano versus our neighboring cities of Allen and Frisco may be inclined to locate within neighboring cities to minimize development costs.

Proposed Amendment:

For all these reasons, staff recommends that the overlay districts within the Zoning Ordinance be amended to repeal:

1. The underground placement of electrical and/or communication lines,
2. The requirement to place lines on concrete or steel poles, and
3. The 15-foot wide easement requirement to accommodate the underground placement of electrical and/or communication lines.

Should it be determined that easements for utilities be necessary when sites are developed or redeveloped, the city still has the ability to require easements where necessary as required by the Subdivision Ordinance.

Separate requirements in the Subdivision Ordinance for underground utilities along Type D and smaller streets will remain in place. These requirements have not been challenged as frequently as the overlay district requirements, since homebuyers typically expect utilities to be underground in residential subdivisions.

RECOMMENDATION:

Recommended for approval as follows: (Deletions are indicated in strikethrough text.)

Section 4.500 Preston Road Overlay District

Subsection 4.505

~~Electrical and/or communications utility lines shall be installed underground in compliance with utility service regulations as new development or redevelopment occurs. Temporary lines extended across another property to reach a site under development may remain above ground until development or redevelopment of that property occurs. Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights of way, and/or easements may remain and may be repaired, replaced, or upgraded. A 15-foot wide easement shall be provided adjacent to thoroughfare rights of way (Type C and above) for the underground placement of electrical and/or communications utility lines. This easement may be included in the required landscape edge described in Subsection 4.504. The requirement of an easement may be waived at the discretion of the appropriate utility provider.~~

Section 4.600 Dallas North Tollway Overlay District

Subsection 4.605

~~Electrical and/or communications utility lines shall be installed underground in compliance with utility service regulations as new development or redevelopment occurs. Temporary lines extended across another property to reach a site under development may remain above ground until development or redevelopment of that property occurs. Except as noted below, all lines including individual service lines shall be installed underground. (ZC 99-28; Ordinance No. 99-7-9)~~

- ~~(1) Overhead placement is permitted along the outside lanes of the Dallas North Tollway frontage roads for electrical distribution and communications lines sharing the same support structures. Single post concrete and/or steel support structures are required.~~
- ~~(2) Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights of way, and/or easements may remain and may be repaired, replaced, or upgraded.~~

~~A 15-foot wide easement shall be provided adjacent to thoroughfare rights of way (Type D and above) for the placement of electrical and/or communications utility lines. This easement may be included in the required landscape edge described in Subsection 4.604. Along the tollway frontage roads, two ten-foot easements shall be required. The requirement of an easement may be waived at the discretion of the appropriate utility provider(s). This requirement shall not apply to Central Business 1-zoned property within the corridor, except along the frontage roads of the Dallas North Tollway.~~

Section 4.700 190 Tollway/Plano Parkway Overlay District

Subsection 4.705

~~Electrical and/or communications utility lines shall be installed underground in compliance with utility service regulations as new development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:~~

- ~~(1) Overhead placement is permitted along the northern right-of-way boundary of the 190 Tollway for electrical distribution and communications lines sharing the same support structures. Single post concrete and/or steel support structures are required.~~
- ~~(2) Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced, or upgraded.~~

~~A 15-foot wide easement shall be provided adjacent to thoroughfare rights-of-way (Type C and above) for the placement of electrical and/or communications utility lines. This easement may be included in the required landscape edge described in Subsection 4.704. The requirement of an easement may be waived at the discretion of the appropriate utility provider.~~

Section 4.800 State Highway 121 Overlay District

Subsection 4.805

~~Electrical and/or communications utility lines shall be installed underground in compliance with utility service regulations as new development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:~~

- ~~(1) Overhead placement is permitted along the southern right-of-way boundary of State Highway 121 for electrical distribution and communications lines sharing the same support structures. Single post concrete and/or steel support structures are required.~~
- ~~(2) Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced, or upgraded.~~

~~A 15-foot wide easement shall be provided adjacent to thoroughfare rights-of-way (Type C and above) for the placement of electrical and/or communications utility lines. This easement may be included in the required landscape edge described in Subsection 4.804. The requirement of an easement may be waived at the discretion of the appropriate utility provider.~~

Section 4.900 Parkway Overlay District

Subsection 4.904

~~Electrical and/or communications utility lines shall be installed underground in compliance with utility service regulations as new development or redevelopment occurs. Temporary lines extended across another property to reach a site under development may remain above ground until development or redevelopment of that property occurs. Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced, or upgraded. A 15-foot wide easement shall be provided adjacent to thoroughfare rights-of-way (Type C and above) for the underground placement of electrical and/or communications utility lines. This easement may be included in the required landscape edge described in Subsection 4.903. The requirement of an easement may be waived at the discretion of the appropriate utility provider.~~

With the deletion of these subsections within the Zoning Ordinance, the remaining subsections within each overlay district would be renumbered accordingly.

ORDINANCE NO. _____
(Zoning Case 2009-13)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SUBSECTION 4.505 OF SECTION 4.500 (PRESTON ROAD OVERLAY DISTRICT), SUBSECTION 4.605 OF SECTION 4.600 (DALLAS NORTH TOLLWAY OVERLAY DISTRICT), SUBSECTION 4.705 OF SECTION 4.700 (190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT), SUBSECTION 4.805 OF SECTION 4.800 (STATE HIGHWAY 121 OVERLAY DISTRICT), AND SUBSECTION 4.904 OF SECTION 4.900 (PARKWAY OVERLAY DISTRICT) OF ARTICLE 4 (SPECIAL DISTRICT REGULATIONS) AND RELATED SECTIONS OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, PERTAINING TO OVERHEAD ELECTRICAL REGULATIONS; 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 10th day of August, 2009, for the purpose of considering a change in the Zoning Ordinance; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 10th day of August, 2009; and

WHEREAS, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section 1. Subsection 4.505 of Section 4.500 (Preston Road Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended by deleting the entire subsection and renumbering the remaining subsections accordingly;

Section II. Subsection 4.605 of Section 4.600 (Dallas North Tollway Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended by deleting the entire subsection and renumbering the remaining subsections accordingly;

Section III. Subsection 4.705 of Section 4.700 (190 Tollway/Plano Parkway Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended by deleting the entire subsection and renumbering the remaining subsections accordingly;

Section IV. Subsection 4.805 of Section 4.800 (State Highway 121 Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended by deleting the entire subsection and renumbering the remaining subsections accordingly;

Section V. Subsection 4.904 of Section 4.900 (Parkway Overlay District) of Article 4 (Special District Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended by deleting the entire subsection and renumbering the remaining subsections accordingly;

Section VI. 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 VII. 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 VIII. 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 IX. 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 X. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 10TH DAY OF AUGUST, 2009.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing		
Council Meeting Date:	08/10/09	Budget		
Department:	Public Safety Services	Legal		
Department Head	Bruce Glasscock	Assistant City Manager		
Dept Signature:		Deputy City Manager	 	
		City Manager		
Agenda Coordinator (include phone #): Dee Dee Falls ext. 7747				
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 BRIEFING				
CAPTION				
Staff Briefing on Public Safety Radio Replacement Project & RFP - Interoperability Issue				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
Staff will provide council with an updated briefing on the Public Safety Radio replacement project and the release of the upcoming RFP, specifically addressing the City interoperability issue with other Public Safety Agencies in the area.				
List of Supporting Documents: n/a		Other Departments, Boards, Commissions or Agencies n/a		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Initials	Date
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Purchasing		
Council Meeting Date:	08/10/09	Budget		
Department:	Public Safety Services	Legal		
Department Head	Bruce Glasscock	Assistant City Manager		
Dept Signature:		Deputy City Manager		
		City Manager		
Agenda Coordinator (include phone #): Dee Dee Falls ext. 7747				
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 DISCUSSION/DIRECTION				
CAPTION				
Discussion/Direction concerning Neighborhood Roundtable Meetings				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
Staff will brief council on background of Neighborhood Roundtable meetings to include meeting format and costs. Staff will make recommendations on changes to how notifications of meetings are made to citizens and seek council direction for future meetings.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

City Council Community Outreach
Neighborhood Roundtable Meetings

Background

- Program started around 1998 under Mayor John Longstreet
- Concept was to "go to citizens" by having meetings in the four (4) Council Districts
 - Initially held one meeting every other month
 - Moved to quarterly District meetings around 2000

2

Background

- Since 2000 hold one meeting in each District each year
- Primary notifications of meetings have always been by mailed post card
 - Additional notices on City Web
 - Press Release
 - Email notices
 - Postcards to City facilities in or near District

3

Background

- Citizen attendance for the four 2008 NRT's through YTD has averaged 55
 - High of 78
 - Low of 24
- Attendance often depends on any "hot" issues in a specific District or City.

4

Meeting Format

- Challenge to meet citizen expectations; council expectations; and comply with meeting postings
- Initial format for number of years:
 - Opening comments by Mayor
 - Break out groups facilitated by council member to respond to three questions

5

Format

- Questions modified in 2004
- Break out groups worked on responses to questions for 20-30 minutes
- Returned to large group and reported out results
- Limited Q&A
- Changed format in 2007 at council request

6

Format

- Prior to meeting issues were identified for 3-4 break out groups. For example: District Street Improvements
 - Break out facilitated by a "lead" staff person with councilmember
 - After 20-30 minutes back to larger group for reports
 - Brief general Q&A
- After several meetings format changed at council request to current format

7

Format

- Current Format
 - Staff works with Mayor and Council District member to develop agenda to include 2-4 major issues
 - Staff provides brief (10 minute) report on issue and allows Q&A
 - Close with general Q&A

8

Report

- For all NRT's staff provides a "response" letter from Mayor:
 - Response to questions and or issues raised at meeting.
 - General information about City services
 - First meetings letter was mailed to all who attended
 - Later moved to electronic mailing and posting on web site. (Still mail to those with no email)

9

Cost

- Costs include:
 - Postcard printing
 - Mail process service
 - Postage
 - Meeting room/Equipment Rental as needed
 - Refreshments

10

Cost

- Total Roundtable Cost:
 - FY 2006-2007 = \$18,015
 - FY 2007-2008 = \$21,868
 - FY 2008- 2009 YTD = \$20,210 (three meetings + partial 4th meeting)

11

Cost

- Total cost by category FY2006-07 to present:
 - Printing = \$8,962
 - Mail Service = \$7,204
 - Postage = \$39,244
 - Rental = \$1,470
 - Refreshments = \$3,213
 - Total \$60,093**

12

9-4

Cost

- Staff costs not included in above
- Generally most Department Heads or a representative attend each NRT
 - “Exempt” – no direct cost (Est. \$2600/mtg.)
 - “Non-exempt” – minimal cost (Usually Comp time, but could be \$500+)

13

Staff Recommendations

- Continue one meeting in each District each year.
- Discontinue mailing of postcards for 2010
- Use other means of notification
 - City Web
 - Media Releases
 - Posters in City Facilities
 - PTN

14

Staff Recommendations

- Monitor effectiveness of notification change in 2010 and report back to Council
 - If see negative impact in attendance after first meeting or so can reevaluate approach sooner
- Format of meetings – Council Direction

15

Cost Impact

- Elimination of printing, mail service and postage would have reduced cost by
 - 2006-07 by \$16,614
 - 2007-08 by \$20,117 Total = \$55,410
 - 2008-09 by \$18,679

16

Future Cost NRT

- Estimate the future annual cost for meetings to include printing of posters, rental and refreshments at \$5,000

17

Q&A Discussion/Direction

18

9-6