

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON JUNE 9, 2008, FOLLOWED BY PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

- | | | | |
|------|--|-------------|---------|
| I. | Legal Advice | Wetherbee | 5 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Litigation | | |
| | A. Linda Sander-Burns, individually and as heir of the estate of Anthony Demille Sanders v. City of Plano and Joseph Cabezuela; Case no. 366-01297-2008 | Wetherbee | 5 min. |
| III. | Real Estate Acquisition | Wetherbee | 10 min. |
| | A. Technology Properties Condemnation | | |
| | B. Dennison Royale and Michael Royale Condemnation | | |
| | C. Dennison Royale and Best Buy Condemnation | | |
| IV. | Personnel | | |
| | A. DART Board of Directors | Council | 5 min. |
| V. | Economic Development | Muehlenbeck | 5 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 – DART Board of Directors | Council | 10 min. |
| II. | 2008-09 Preliminary Appraisal Roll Update | Rhodes | 15 min. |
| III. | Council items for discussion/action on future agendas | Council | 5 min. |
| IV. | Consent and Regular Agenda | Council | 5 min. |
| V. | Council Reports | Council | 5 min. |
| | A. Council May Receive Information, discuss and provide direction on the following reports: | | |
| | B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees | | |

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

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



CITY COUNCIL

1520 AVENUE K

DATE: June 9, 2008

CALL TO ORDER: 7:00 p.m.

INVOCATION: Jack Schneider
St. Paul Lutheran Church

PLEDGE OF ALLEGIANCE: Representatives of the Boys & Girls Clubs
of Collin County Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></p> <p>Proclamation: National Scoliosis Awareness Month</p> <p>Presentation: Texas Municipal Library Directors Association 2008 Achievement of Excellence in Libraries Award</p> <p><u>BOARD AND COMMISSION REPORT</u></p> <p>Transition and Revitalization Commission – Joyce Beach, Chair</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p>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.</p> <p><u>CONSENT AGENDA</u></p> <p>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.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u> May 27, 2008</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	<p>Bid No. 2008-107-B for Traffic Signal Mesh Network to Roadway Solutions in the amount of \$83,850.</p>	
(c)	<p>Bid No. 2008-151-C for Environmental Waste Truck Parts (2) to Heil of Texas in the estimated annual amount of \$37,051 and RLS Services Inc. in the estimated annual amount of \$79,757. This will establish an annual fixed price contract with three optional one-year renewals.</p>	
(d)	<p>Bid No. 2008-153-C for an Annual Fixed Price Contract for the rental of automobiles to Enterprise Leasing Company of DFW in the estimated annual amount of \$159,000. This will establish a one-year contract with two City optional one-year renewals.</p>	
(e)	<p>CSP No. 2008-67-C for Credit Card Payment Processing System in the estimated annual amount of \$382,000 and authorizing the City Manager to execute all necessary documents. This will establish an annual fixed price contract, with three optional one-year renewals.</p> <p>Award of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(f)	<p>To approve an Engineering Services Contract by and between the City of Plano and GSWW, Inc., in the amount of \$172,580 for design of Ridgewood Water Infrastructure Rehabilitation and authorizing the City Manager to execute all necessary documents. This project includes rehabilitation of approximately 10,251 feet of 6-inch and 8-inch water lines at fifteen locations.</p>	
(g)	<p>To approve the terms and conditions of an Engineering Services Contract by and between the City of Plano and Freeman-Millican, Inc. in the amount of \$127,000 for the 14th Street and George Bush Turnpike Water Lines and authorizing the City Manager to execute all necessary documents.</p> <p>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</p>	
(h)	<p>To authorize the purchase of Landscape and Irrigation Renovations on various parks, athletic fields, and median/right-of-way locations in the amount of \$302,000 from Dyna-Mist Corporation Company through an existing contract/agreement with Plano Independent School District (PISD), and authorizing the City Manager to execute all necessary documents. PISD CSP #3614 (City of Plano assigned Interlocal Contract No. 2005-212-I.)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	To approve an expenditure authorizing the purchase of an IBM i520 in the amount not to exceed \$263,350 from Sirius Computer Solutions through the Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-286)	
(j)	To approve an expenditure authorizing the purchase of a Power p520 and Mimix in the amount not to exceed \$54,850 from Sirius Computer Solutions through the Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-286)	
	<u>Adoption of Resolutions</u>	
(k)	To approve the terms and conditions of an Amendment to an Agreement by and between the City of Plano and the Plano Independent School District for the placement of Wireless Electronics Equipment on Plano Independent School District Facilities; authorizing its execution by the City Manager; and providing an effective date.	
(l)	To approve the terms and conditions of a Second Amendment to Agreement by and between Integrian, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	
(m)	To authorize Outside Employment with Southern Methodist University for the City Attorney, Diane Wetherbee; and providing an effective date.	
(n)	To find Brenda Mammel is entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Bobby Cole, Lance Haynes, and Allen West v. Brenda Mammel; and providing an effective date.	
(o)	To approve the terms and conditions of a Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company providing for the conversion of overhead electric facilities to underground along 15th Street from G Avenue to the DART Railway; authorizing its execution by the City Manager; and providing an effective date.	
	<u>Adoption of Ordinances</u>	
(p)	To adopt and enact Supplement Number 82 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the code; and providing an effective date.	
(q)	To vacate Ordinance No. 2008-5-22, thereby rescinding the zoning designation of Planned Development-Regional Employment granted therein, and adopting this ordinance to correct a clerical error, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 40.2± acres located at the northeast corner of Dallas North Tollway and Plano Parkway, in the City of Plano, Collin County, Texas, From Regional Employment to Planned Development-200-Regional Employment; 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. (Zoning Case 2008-27)	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p>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.</p> <p>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.</p> <p>(1) Second Reading of an Ordinance to amend Ordinance No. 2006-8-10 between the City of Plano and Atmos Energy Corporation, a Texas and Virginia Corporation, to provide for a different consideration; providing for acceptance by Atmos Energy Corporation; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a repealer clause, a severability clause, and an effective date. (First Reading held and approved 4-28-08)</p> <p>(2) Public Hearing and an Ordinance – To designate a certain area within the City of Plano as Reinvestment Zone No. 114 for a Tax Abatement consisting of a 16.0258 acre tract of land located at the southwest corner of Legacy Drive and Communications Parkway, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date.</p> <p>(3) A Resolution to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, the County of Collin, Texas, and Diodes Incorporated, a Delaware corporation, and providing for a Real and Business Personal Property Tax Abatement, and authorizing its execution by the City Manager; and providing an effective date.</p> <p>(4) A Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Diodes Incorporated, a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(5) Public Hearing and Consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2008-18 - Request for Specific Use Permit for Truck/Bus Leasing and Trailer Rental on one lot on 0.7± acre located on the west side of K Avenue, 500± feet south of Legacy Drive. Zoned Corridor Commercial. Applicant: Plano Auto Hospital</p> <p>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.</p>	



Pat Evans
Mayor

Jean Callison
Mayor Pro Tem

Harry LaRosiliere
Deputy Mayor Pro Tem

Pat Miner
Place 1

Scott Johnson
Place 2

Mabrie Jackson
Place 3

Sally Magnuson
Place 4

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

June 3, 2008

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

Honorable Mayor and City Council:

We will begin Executive Session on Monday at 5:00 p.m. with legal advice from the City Attorney. The City Attorney will also advise us regarding several real estate items. Under Item III, Personnel, we will discuss an appointment to the DART Board of Directors. Under Item IV, potential business prospects will be discussed.

The Preliminary Open Meeting will begin with the appointment to the DART Board of Directors. Thereafter, Karen Rhodes will provide an update regarding the 2008-09 preliminary appraisal roll.

I look forward to seeing you on Monday.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

MEMO

DATE: June 5, 2008

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

FROM: Kristy Land, Assistant City Secretary

RE: Personnel Appointment - Executive Meeting

The following appointment will be considered at the June 9, 2008 City Council Meeting.

<p><u>Executive Meeting</u></p> <p>DART Board of Directors</p>	<p><u>Worksession Meeting</u></p> <p>No items to be discussed.</p>
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Preliminary Open Meeting Agenda Item II

2008-09 Preliminary Appraisal Roll Update

Rhodes

II a

Discussion/Action Items for Future Council Agendas

2008

June 23

Board of Adjustment
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Zoning Case 2008-52 - Request to rescind Specific Use Permit #7 for Private Club on 0.7± acre located at the northeast corner of U.S. Highway 75 and Republic Drive. Zoned Corridor Commercial.

Zoning Case 2008-54 - Request to rescind Specific Use Permit #551 for Private Club on 0.1± acre located on the west side of Bishop Road, 500± feet south of Legacy Drive. Zoned Planned Development-65-Central Business-1.

Zoning Case 2008-55 - Request to rescind Specific Use Permit #557 for Private Club on 0.1± acre located 180± feet west of Preston Road, 1,000± feet north of Lorimar Drive. Zoned Planned Development-447-Retail/Multifamily Residence-2.

Zoning Case 2008-56 - Request to rescind Specific Use Permit #562 for Private Club on 0.1± acre located 100± feet west of U.S. Highway 75, 75± feet south of Enterprise Drive. Zoned Corridor Commercial.

Zoning Case 2008-57 - Request to rescind Specific Use Permit #556 for Private Club on 44.3± acres located at the southwest corner of Spring Creek Parkway and Jupiter Road. Zoned General Office.

June 25 – City Council Retreat, Plano Station

June 27 – 29 – TCMA Conference, Arlington, Texas

July 4 – Independence Day

July 28

Building Standards Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Board and Commission Reappointments

IIIa

***July 30**

Budget Council Meeting

August 9 – Police Department’s 50th Anniversary Celebration, 1:30 – 5:30 p.m.

August 11

Retirement Security Plan Committee

August 16 – Council Budget Worksession

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

August 23 – Board and Commission Reception, Municipal Center, 2 p.m.

August 25

Parks and Recreation Planning Board

Mobility Report

DART Report

Comprehensive Monthly Financial Report

August 28 – Board and Commission Reception, PSA StarCenter, 6 p.m.

September 1 – Labor Day

September 8

Self Sufficiency Committee

September 19 – 24, ICMA Annual Conference, Richmond, VA

September 22

Plano Housing Authority

Mobility Report

DART Report

Comprehensive Monthly Financial Report

Board and Commission Appointments

October 13

TIF, No 1 & 2

Board and Commission Oath of Office

III b.

October 27

Youth Advisory Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Board and Commission Certificates of Appreciation

October 29 – 31 – TML Annual Conference, San Antonio

November 10

November 11 – 15 – NLC Congress of Cities, Orlando, FL

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

November 24

Mobility Report
DART Report
Comprehensive Monthly Financial Report

November 27 & 28 – Thanksgiving Holidays

December 8

December 18 – Employee Holiday Luncheon, Plano Centre, 11 a – 1 p

December 22

Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 25 & 26 – Christmas & Winter Holidays

IIIc



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/9/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>5/15/08</i>
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: National Scoliosis Awareness Month				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/9/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>5/13/08</i>
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Presentation: Texas Municipal Library Directors Association 2008 Achievement of Excellence in Libraries Award				
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
May 27, 2008**

COUNCIL MEMBERS

Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson
Mabrie Jackson
Harry LaRosiliere
Lee Dunlap

Designation of Mayor Pro Tem and Deputy Mayor Pro Tem

Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem

STAFF

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

Mayor Evans called the meeting to order at 5:11 p.m., Tuesday, May 27, 2008, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071, discuss Personnel, Section 551.074 and to discuss Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:27 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session

Personnel: Mayor Pro Tem and Deputy Mayor Pro Tem

Upon a motion made by Deputy Mayor Pro Tem Callison and seconded by Mayor Pro Tem Magnuson the Council voted 8-0 to appoint Council Member LaRosiliere as Deputy Mayor Pro Tem.

2-1

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Dunlap the Council voted 8-0 to appoint Jean Callison as Mayor Pro Tem.

Mobility Report

No report was presented.

Comprehensive Monthly Financial Report

Director of Finance McGrane reviewed the sections of the report including the *Financial Analysis/Summary* covering the performance of major operating funds and comparative data on major revenue sources and expenditure items; *Economic Analysis* containing a summary of key economic indicators; *Investment Report* providing a description of investment activity; and *Quarterly Hotel/Motel Report* providing a summary of collections as well as comparison and analysis. He advised regarding distribution to libraries, web site, bond rating agencies, financial advisors, organizations and other cities.

Mr. McGrane spoke to the slow down in sales tax revenue with the General Fund being slightly below last year. He spoke to the possibility that the any recession may be ending, the decrease in expenditures, and revenues of the Water and Sewer Fund. Mr. McGrane responded to Council Member Johnson regarding an upcoming audit adjustment to sales tax. He spoke to the low rate of unemployment, slight April increase in sales tax collection, decrease in housing starts, and increase in the average selling price of homes. Mr. McGrane spoke to the decline in annualized building permit values with a decrease in commercial permits and responded to Council Member Johnson that some other cities have also stabilized while there are those that have new projects coming on line. City Manager Muehlenbeck spoke to the City's water billing cycle differing from the district's and to the possibility the City is 5-6 billion gallons under the take-or-pay contract. Mr. McGrane spoke to trends regarding hotel/motel sales taxes Mr. Muehlenbeck spoke to Intercontinental focusing on the Plano and McKinney markets.

Mr. McGrane spoke to investment funds in the treasury pool, limited diversification and short term investments due to the yield curve, and consideration of a certificate of deposit program or commercial paper in the future. He advised that the portfolio is performing well compared to benchmarks and responded to Council Member Dunlap regarding the hotel/motel tax exception received by corporations booking rooms for more than 30 days.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agenda

Council Member Jackson requested that Consent Agenda Item "H," a resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and Ensemble Studios/Microsoft be removed for individual consideration due to a possible conflict of interest. She further advised that she would be stepping down on Regular Agenda Items "1" an ordinance designate a certain area within the City of Plano as Reinvestment Zone No. 113 for a Tax Abatement consisting of a 5.164 acre tract of land located at the northeast corner of the Dallas North Tollway and Legacy Drive and Regular Agenda Item "2," a resolution to approve the terms and conditions of an agreement by and between the City of Plano and Ensemble Studios/Microsoft and providing for a real and business personal property tax abatement.

Staff requested that Consent Agenda Item "B," Bid No. 2008-151-C Environmental Waste Truck Parts (2) to Heil of Texas in the estimated annual amount of \$37,051 and RLS Services Inc. in the estimated annual amount of \$79,757 be pulled.

Council Reports

No reports were presented.

Mayor Evans recognized Council Member Dunlap's efforts related to the City's Memorial Day Service.

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting at 6:54 p.m.

Pat Evans, Mayor

ATTEST

Diane Zucco, City Secretary

a-3

PLANO CITY COUNCIL
May 27, 2008

COUNCIL MEMBERS

Pat Evans, Mayor
Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson
Mabrie Jackson
Sally Magnuson
Lee Dunlap

STAFF

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

Mayor Evans convened the Council into the Regular Session on Tuesday, May 27, 2008, at 7:06 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Dr. Scott Fenton with Meadows Baptist Church.

The Pledge of Allegiance was led by Brownie Troop 1688 of St. Mark's Catholic School.

Mayor Evans presented a Special Recognition Plaque in Appreciation of Outgoing Council Member Shep Stahel. Council Member Ellerbe was not in attendance. Mayor Evans presented a proclamation for American Legion Auxiliary Poppy Month – 2008 and made a presentation to Outdoor Air Quality Poster Winners.

BOARD AND COMMISSION REPORT

Maggie Armstrong, Planning and Zoning Commission 2nd Vice Chair, spoke to Council regarding the role of the Commission to make recommendations to the City Council on zoning petitions, develop and recommend updates to the various Comprehensive Plan elements, approve plats for new development, and redevelopment, and serve as the City's Impact Fee Advisory Committee. Ms. Armstrong spoke to phasing out the Impact Fee and Impact Fee Advisory Committee by February 2009. She spoke to development review activities and stated the 2007 data is inflated due to the Specific-Use Permit repeals.

a-4

Ms. Armstrong spoke to the Planning and Zoning Commission work program which includes Comprehensive Plan updates, Traffic Impact Analysis Ordinance Amendments, RT District Boundary Adjustments, Mixed-Use Policy Statement, revisions to parking requirements, golf net regulations, and new single-family and urban townhouse districts. She reviewed completed Work Program items which included update of the Land Use Element, Transportation Element, and Economic Development Element of the Comprehensive Plan and repeal of 98 SUP's for Private Clubs. Ms. Armstrong spoke to new issues and trends regarding mixed use developments and redevelopment projects and responded to Council regarding future trends, and recommended locations for urban centers. She spoke to an upcoming presentation to the Commission regarding mixed-use development.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Staff requested to pull Consent Agenda Item "B."

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

Council Member Jackson advised that she would be stepping down on Regular Agenda Items "1" and "2" due to possible conflicts of interests.

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

Approval of Minutes [Consent Agenda Item (A)]

May 12, 2008

May 15, 2008

May 20, 2008

Approval of Expenditures

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

Bid No. 2008-151-C Environmental Waste Truck Parts (2) to Heil of Texas in the estimated annual amount of \$37,051 and RLS Services Inc. in the estimated annual amount of \$79,757. This will establish an annual fixed price contract with three optional one-year renewals. [Consent Agenda Item (B)] (See Exhibit "A") (Item pulled)

a-5

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

To approve expenditure for a Service Agreement between Motorola and the City of Plano in the amount of \$307,773 through an existing contract with the Department of Information Resources, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-477). [Consent Agenda Item (C)]

Approval of Contract

To approve and authorize a contract with Civil Associates, Inc. to provide Engineering Services in conjunction with Citywide Bicycle Improvements in an amount not to exceed \$155,192 and authorizing the City Manager to execute any and all documents necessary to effectuate the contract. [Consent Agenda Item (D)]

Approval of Change Order

To Birkhoff, Hendricks & Conway, L.L.P., increasing the professional services contract by \$10,000 for the Parker Road Elevated Storage Tank Repaint, Contract Modification No. 4. Additional design and construction services are required to complete this project. [Consent Agenda Item (E)]

Approval of First Modification

To approve the first modification of agreement by City of Plano and HD Supply Waterworks, LTD. [Consent Agenda Item (F)]

Adoption of Resolutions

Resolution No. 2008-5-17(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Glencoe Group Services Inc.; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (G)]

Resolution No. 2008-5-18(R): To approve the terms and conditions of a Back-up Depository Contract by and between Wells Fargo Bank and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (I)]

Resolution No. 2008-5-19(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the North Central Texas Council of Governments providing terms and conditions for the funding of a RecycleBank Pilot Program; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (J)]

a-6

Resolution No. 2008-5-20(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments providing terms and conditions for the funding to facilitate (Compost Fair Grant) long-term changes in attitudes about source reduction, reuse and recycling; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (K)]

Resolution No. 2008-5-21(R): To approve the purchase of RISKMASTER MESA in the amount of \$97,976 from Computer Sciences Corporation, the sole source vendor of such services; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date; and the approval of additional expenditures based on current and future necessity in the amount of \$96,800. [Consent Agenda Item (L)]

Adoption of Ordinances

Ordinance No. 2008-5-22: To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 40.2± acres located at the northeast corner of the Dallas North Tollway and Plano Parkway, in the City of Plano, Collin County, Texas, from Regional Employment to Planned Development-Regional Employment; 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. (Zoning Case 2008-27) Public Hearing held and zoning directed by City Council on 5/12/08. Applicant: Scarborough Parkway II, L.P. [Consent Agenda Item (M)]

Ordinance No. 2008-5-23: To repeal Ordinance No. 2004-8-16 and Ordinance No. 2006-2-7 codified as Article II, Fire Code, of Chapter 8 of the Code of Ordinances of the City; adopting the 2006 Edition of the International Fire Code, with certain additions, deletions, and amendments, as the Fire Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date. [Consent Agenda Item (N)]

END OF CONSENT

Due to possible conflicts of interest, Council Member Jackson stepped down from the bench on the following three items.

Resolution No. 2008-5-24(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Ensemble Studios/Microsoft; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (H)]

Upon a motion made by Council Member Dunlap and seconded by Council Member Magnuson, 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 Ensemble Studios/Microsoft; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2008-5-24(R).

a-7

Public Hearing and adoption of Ordinance No. 2008-5-25 – To designate a certain area within the City of Plano as Reinvestment Zone No. 113 for a Tax Abatement consisting of a 5.164 acre tract of land located at the northeast corner of the Dallas North Tollway and Legacy Drive, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date.

Director of Finance McGrane spoke to State law requiring a Public Hearing and establishment of a reinvestment zone prior to entering a tax abatement agreement.

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

Upon a motion made by Council Member Magnuson and seconded by Deputy Mayor Pro Tem LaRosiliere, the Council voted 7-0 to designate a certain area within the City of Plano as Reinvestment Zone No. 113 for a Tax Abatement consisting of a 5.164 acre tract of land located at the northeast corner of the Dallas North Tollway and Legacy Drive, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date; and further to adopt Ordinance No. 2008-5-25.

Resolution No. 2008-5-26(R): To approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, and Ensemble Studios/Microsoft, a Washington corporation, and The Shops at Legacy (North) LLC, a Texas limited liability company, and 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 (2)]

Director of Finance McGrane stated the agreement is for Ensemble Studios/Microsoft to build 50,000 gross square-feet of office space resulting in 120 full-time jobs and an estimated \$10,519,000 of real property improvements, and that the tax abatement is for seven years at 32% of the real personal value.

City Manager Muehlenbeck commended Economic Development Director Sally Bane, Plano Economic Development Staff, and Mr. McGrane for their efforts

Upon a motion made by Council Member Magnuson and seconded by Council Member Johnson, the Council voted 7-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, and Ensemble Studios/Microsoft, a Washington corporation, and The Shops at Legacy (North) LLC, a Texas limited liability company, and providing for a real and business personal property tax abatement, and authorizing its execution by the City Manager, and providing an effective date; and further to adopt Resolution No. 2008-5-26(R).

Council Member Jackson resumed her place at the bench.

a-8

Public Hearing and Consideration of an Ordinance as Requested in Zoning Cases 2008-45 – 2008-50 all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano. [Regular Agenda Item (3)]

Ordinance No. 2008-5-27 as requested in Zoning Case 2008-45 – Request to rescind Specific Use Permit #505 for Private Club on 3.1± acres located at the northwest corner of Spring Creek Parkway and Des Moines Drive. Zoned Retail. [Regular Agenda Item (3a)]

Ordinance No. 2008-5-28 as requested in Zoning Case 2008-46 – Request to rescind Specific Use Permit #510 for Private Club on 1.6± acres located on the west side of U.S. Highway 75, 1,050± feet north of Ruisseau Drive. Zoned Corridor Commercial. [Regular Agenda Item (3b)]

Ordinance No. 2008-5-29 as requested in Zoning Case 2008-47 – Request to rescind Specific Use Permit #512 for Private Club on 0.1± acre located 90± feet south of Legacy Drive and 150± feet west of Parkwood Boulevard. Zoned Planned Development-65-Central Business-1. [Regular Agenda Item (3c)]

Ordinance No. 2008-5-30 as requested in Zoning Case 2008-48 – Request to rescind Specific Use Permit #532 for Private Club on 1.6± acres located at the northeast corner of Park Boulevard and Prestwick Road. Zoned Planned Development-68-Retail. [Regular Agenda Item (3d)]

Ordinance No. 2008-5-31 as requested in Zoning Case 2008-49 – Request to rescind Specific Use Permit #536 for Private Club on 0.1± acre located on the south side of Parker Road, 495± feet west of Custer Road. Zoned Planned Development-90-Retail. [Regular Agenda Item (3e)]

Ordinance No. 2008-5-32 as requested in Zoning Case 2008-50 – Request to rescind Specific Use Permit #544 for Private Club on 0.8± acre located on the west side of U.S. Highway 75, 700± feet south of 15th Street. Zoned Corridor Commercial. [Regular Agenda Item (3f)]

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

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

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Mayor Pro Tem Callison the Council voted 8-0 to adopt all the ordinances listed as recommended by the Planning and Zoning Commission and as designated by their zoning case number. The repeal of each amends the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date, and further adopts each ordinance.

a-9

Public Hearing and adoption of Ordinance No. 2008-5-33 as requested in Zoning Case 2008-51 – To amend Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance pertaining to the regulations limiting the number of multifamily dwelling units per block and the requirement for a maximum 60% first floor residential use along street frontage within the Downtown Business/Government zoning district. Applicant: City of Plano. [Regular Agenda Item (4)]

Director of Planning Jarrell stated zoning continues to evolve as the City and developers gain experience. Ms. Jarrell spoke to regulations warranting amendment and stated they will apply throughout BG District and will help infill redevelopment. She advised that the Planning and Zoning Commission recommended approval subject to:

(Additions are bold and underline; deletions are shown in strikethrough text.)

Subsection 2.821 BG - Downtown Business/Government

(5) Special District Requirements

(a) Definitions of Streets within the District

- (i) Major streets shall be defined as 15th Street, 14th Street, K Avenue, and Municipal Avenue.
- (ii) Minor streets shall be defined as all streets, other than the major streets, which are built with a standard curb, gutter, and sidewalks.
- (iii) Mews streets shall be defined as a service drive for automotive and pedestrian traffic with a central circulation lane a width of 24 feet or less which functions as a public street. No curbs or sidewalks are required within mews street right-of-way.

(b) Front yard setbacks are measured from the outside of curb or outside of lane marking where there is no curb. Front yard setbacks are determined based on provided on-street parking and the type of street frontage as follows:

Setback	Designated on-street parking spaces are provided between the street and the building.		No designated on-street parking spaces are provided between the street and the building.	
	Minimum	Maximum	Minimum	Maximum
Mews Street	3	20	3	20
Minor Street	5	20	10	20
Major Street	10	20	15	20

- (c) A nonconforming building may be reconstructed to its original setback if it does not exceed the maximum permitted setback.
- (d) Minimum of two-thirds of the front facade of the building shall fall within the minimum and maximum setback.

a-10

Ordinance No. 2008-5-33 (Con't)

(e) First Floor Use

No building, excluding parking structures, in the area bounded by 14th Street on the south, H Avenue on the west, 16th Street on the north, and Municipal/L Avenue on the east, shall have more than 60% of its total linear frontage on major streets ~~or public ways~~ devoted to residential use.

(f) Extensions into Rights-of-Way or Access Easements

- (i) Outdoor eating areas may extend into rights-of-way or access easements of streets or public ways, if a minimum sidewalk clearance and/or distance to curb line of a street or public way of five feet is maintained.
- (ii) Canopies, balconies, stoops, bay windows, awnings, planting beds, and other building projections may extend into rights-of-way and/or easements of streets, public ways, and/or railroad or transit facilities if a minimum sidewalk clearance and/or distance to the curb line of five feet is maintained.

(g) Special Regulations for Multifamily Residences

- (i) Minimum Floor Area per Dwelling Unit
 - 1. 400 square feet for efficiency units
 - 2. 475 square feet for one bedroom units
 - 3. 625 square feet for two bedroom units
 - 4. 150 square feet for each additional bedroom
- (ii) Maximum Density: 100 dwelling units per acre
- (iii) Minimum Density: 40 dwelling units per acre
- (iv) No more than ~~200~~ 230 dwelling units may be located within any block bounded by streets, public ways, and/or railroad or transit rights-of-way.
- (v) Usable open space requirements as specified in Subsection 3.104.4. shall not apply.
- (vi) The above requirements shall also apply to situations where only one or two units are included in a building.

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

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Magnuson the Council voted 8-0 to amend Subsection 2.821 (BG - Downtown Business/Government) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance pertaining to the regulations limiting the number of multifamily dwelling units per block and the requirement for a maximum 60% first floor residential use along street frontage within the Downtown Business/Government zoning district; and further to adopt Ordinance No. 2008-5-33.

a-11

Resolution No. 2008-5-34(R): To approve the terms and conditions of a Development Agreement by and between Pinnacle AMS Development Company, LLC and the City of Plano for the Development of Eastside Station-Plano; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (5)]

Executive Director Turner advised that this item creates a mixed-use development on three acres in Downtown Plano. Mr. Turner spoke to a non-binding agreement with Pinnacle approved January 28, 2008, numerous meetings to go over design and development, and incentives provided to bring the project to fruition.

He stated in 1998 the City created a vision for downtown inspired by the coming of DART and transforming downtown to a transit village, creating a urban center in downtown, honoring the past, providing vibrancy, and as it came about there was a realization of the need to add residential, retail, and entertainment. Mr. Turner spoke to the original goal to add 1,000 dwellings units within a quarter mile of the DART Station and 50,000 square feet of retail. He stated to date, there are four developed projects which include 700 dwelling units and if this item is approved it will add an additional 200 units which will bring the total number close to the goal. Mr. Turner stated 40,000 square feet of retail use has been added and the project will add an additional 15,000 square feet which is over the goal and stated there is potential for more development in the future.

He spoke to efforts of Council in cooperation with PISD to revitalize the Cox School Building and establish the Courtyard Theater, enhancements to Haggard Park and improvements on streets and streetscape areas which has gained attention around the country.

He advised that this site contains two tracts; one is the skate park and the other is owned by the City which contains a retail center and a parking lot used by the Police Department. Mr. Turner spoke to both properties being underutilized, the need to combine the properties to ensure that there is accessibility and address site issues, and the project consolidating the two separate sites into a single redeveloped site. He stated the Eisenberg property is under contract and with approval of this agreement will close. Mr. Turner spoke to City's requirements from Pinnacle to include a 100 space parking garage for the exclusive use of City of Plano with independent access and oversized height for special vehicles which will create more space and additionally increase the value of the property. He stated the proposed development will include a four-story 200,000 square foot project that will start in late fall and be completed within eighteen months. Mr. Turner stated in addition to exchanging land for parking garage incentives, the project will include fee waivers, cost participation in streetscape improvements, and cost participation in the creation of a pedestrian way along the DART line. He spoke to the economic impact of the project generating \$90,000 in property tax, \$30,000 in sales tax, and \$1.6 million prior to TIF expiring which is applied towards future DART corridor improvements.

Jeff Hoster, Pinnacle Development Representative, provided an overview of his company and commented on the site and development project, mixed-use development, and redevelopment of existing properties. He further stated this project accomplishes the current trends of mixed-use development, redevelopment, and transit-oriented development. Mr. Hoster stated Pinnacle will continue to work with the City to help accomplish the goals of downtown revitalization and redevelopment and East Side Station will become a DART destination.

a-12

Resolution No. 2008-5-34(R) (Con't)

Mr. Turner spoke to a universal design accessible to a wide variety of occupants and responded to Council Member Dunlap regarding rental versus ownership in Downtown Plano, percentage of occupancy, demographics, and the single development being phased for occupancy. Council Member Dunlap spoke to the nature of residents not impacting schools or recreation centers.

Mr. Turner spoke to the parking structure having two entrances, one dedicated and secured for police use and the other for general access to the upper levels. Mr. Turner responded to Council Member Dunlap regarding retail depth similar to those in Eastside Village 2 and responded to Deputy Mayor Pro Tem LaRosiliere regarding apartment unit rent averaging \$900 per month and the requirements for one space to be occupied by a restaurant.

Upon a motion made by Council Member Dunlap and seconded by Council Member Johnson the Council voted 8-0 to approve the terms and conditions of a Development Agreement by and between Pinnacle AMS Development Company, LLC and the City of Plano for the Development of Eastside Station-Plano; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2008-5-34(R).

There being no further discussion, Mayor Evans adjourned the meeting at 8:39 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

Q-13



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 5/27/08		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Deane Galvan</i>		City Manager	<i>BSA</i>	
Agenda Coordinator (include phone #):		Becky Johansen Ext. 4396			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No. 2008-151-C Environmental Waste Truck Parts (2) to Heil of Texas in the estimated annual amount of \$37,051.17 and RLS Services Inc. in the estimated annual amount of \$79,756.80.					
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	0	0	0	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	0	0	0	
BALANCE	0	0	0	0	
FUND(s): MUNICIPAL WAREHOUSE FUND					
COMMENTS: This item approves price quotes. Expenditures will be made in various departments within the approved budget appropriations. The estimated annual amount is \$116,808.00.					
STRATEGIC PLAN GOAL: Environmental Waste Truck Parts relates to the City's goal of "Safe, Efficient Travel."					
SUMMARY OF ITEM					
Staff recommends bids of Heil of Texas in the estimated annual amount of \$37,051.17 for items 3, 6, 9, 13 and 15 and RLS Services Inc. in the estimated annual amount of \$79,756.80 for items 1, 2, 4, 5, 11, 16 and 18 be accepted as lowest responsible bids conditioned upon timely execution of any necessary contract documents. No awards at this time for items 8, 10, 12, 14 and 17. This will establish an annual fixed price contract with three optional one-year renewals in the total estimated annual amount of \$116,807.87. The contract will be for the purchase of Environmental Waste Truck Parts (2).					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Recap					

A-14

b-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/9/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	05:30-08
Agenda Coordinator (include phone #)		Samantha Nghiem-Thai (ext 7248)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
Award of proposal for Bid No. 2008-107-B for Traffic Signal Mesh Network to Roadway Solutions in the amount \$ 83,850.00				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		4,986,466	15,513,534	0
Encumbered/Expended Amount		-4,986,466	-13,426,634	0
This Item		0	-83,850	0
BALANCE		0	2,003,050	2,003,050
FUND(s):				
COMMENTS: Funds are included in the Technology Improvements Fund from the 2008 sale of Tax Notes. This item, in the amount \$ 83,850 will leave a current year balance of \$ 2,003,050 for the Moto Mesh project. STRATEGIC PLAN GOAL: The Traffic Signal Mesh network for the Moto mesh Project relates to the City's goal of Service Excellence.				
SUMMARY OF ITEM				
Staff recommends bid of Traffic Signal Mesh Network to Roadway Solutions in the amount of \$ 83,850.00 be accepted as the lowest responsible bid meeting specifications conditioned upon timely execution of any necessary contract documents.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memorandum				

b-1



**RFP No. 2008-107-B
Traffic Signal for Mesh Network**

RECAP

Opening Date/Time: Tuesday, March 11, 2008 @ 3:30 PM (CDT)

Vendors Submitting Proposals:

	<u>Total Weighted Score</u>
Del-Ec Construction	4.28
Roadway Solutions	0.468

Recommended Vendor:

Del-Ec Construction is the recommended vendor for this awarded with a total weighted score of 4.28.

Samantha Nghiem-thai

Samantha Nghiem-Thai
Purchasing Division

March 25, 2008

Date

b-2

Memorandum

To: Samantha Nghiem
Buyer
Purchasing Division

From: Michael Branch
Special Projects Manager

Date: 5/14/2008

Re: Recommendation Memo

Based on the bid evaluation for 2008-107-B (Bid No.) Traffic Signal Mesh Network (Bid Title), the Technology Services Department has reviewed the bids received for the materials and labor for power connectivity to the traffic signals for the Mesh network. Staff recommends the bid be awarded to Roadway Solutions (Vendor) as the lowest responsive, responsible bidder in the amount of \$83,850.00.

This will establish the materials and labor necessary to connect Mesh devices to the wireless network enabling the wireless coverage for mobile public safety and city services users.

Michael Branch
Special Projects Manger

Michael K. Branch
Special Projects Manager
(972)-816-9132



b-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/9/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Mike Ryan</i>	City Manager	<i>[Signature]</i>	<i>6/2/08</i>
Agenda Coordinator (include phone #): Becky Johansen Ext. 4396				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid/Proposal for Bid No. 2008-151-C Environmental Waste Truck Parts (2) to Heil of Texas in the estimated annual amount of \$37,051.17 and RLS Services Inc. in the estimated annual amount of \$79,756.80.				
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	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): MUNICIPAL WAREHOUSE FUND				
COMMENTS: This item approves price quotes. Expenditures will be made in various departments within the approved budget appropriations. The estimated annual amount is \$116,808.00.				
STRATEGIC PLAN GOAL: Environmental Waste Truck Parts relates to the City's goal of "Safe, Efficient Travel."				
SUMMARY OF ITEM				
Staff recommends bids of Heil of Texas in the estimated annual amount of \$37,051.17 for items 3, 6, 7, 9, 13 and 15 and RLS Services Inc. in the estimated annual amount of \$79,756.80 for items 1, 2, 4, 5, 11, 16 and 18 be accepted as lowest responsible bids conditioned upon timely execution of any necessary contract documents. No awards at this time for items 8, 10, 12, 14 and 17. This will establish an annual fixed price contract with three optional one-year renewals in the total estimated annual amount of \$116,807.87. The contract will be for the purchase of Environmental Waste Truck Parts (2).				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Recap				

C-1

CITY OF PLANO

BID NO. 2008-151-C Environmental Waste Truck Parts (2) BID RECAP

Bid Opening Date/Time: May 1, 2008 @ 4:00pm

Number of Vendors Notified: 336

Vendors Submitting "No Bids": 1

Number of Bids Submitted: 2

Heil of Texas
RLS Services Inc

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Heil of Texas
RLS Services Inc

Becky Johansen

Becky Johansen, Buyer

May 12, 2008

Date

C-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	6/9/2008	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	5.30.08	
Agenda Coordinator (include phone #):		Karen Neal-Core Ext 7074			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No.: 2008-153-C for an annual fixed price contract for the rental of automobiles to Enterprise Leasing Company of DFW in the estimated annual amount of \$159,000.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-08, 2008-09, 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): GENERAL FUND					
COMMENTS: The item approves price quotes. Expenditures will be made in the Police Department within the approved budget appropriations. The estimated annual amount is \$159,000. STRATEGIC PLAN GOAL: Vehicles for the Criminal Investigative Services Division relates to the City's Goal of "Livable Neighborhoods and Urban Centers" and "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends bid of Enterprise Leasing Company of DFW in the estimated annual amount of \$159,000.00 be accepted as the lowest responsive, responsible bid conditioned upon timely execution of any necessary contract documents. This will establish a one (1) year contract with two (2) City optional one-year renewals for the Rental of Automobiles.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memorandum, Recap					



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099
<http://www.ci.plano.tx.us>

MEMORANDUM

DATE: May 20, 2008
TO: Karen Neal-Core, Purchasing Department
FROM: Fred Garcia, Detective, Plano Police Department
SUBJECT: Recommendation Memo

The Police Department has evaluated the bids for **2008-153-C, Lease Car – Police Department**. These bids are to replace the established annual fixed price contract for the rental of undercover vehicles used in police operations as specified in the bid document. Staff recommends the bid be awarded to Enterprise Leasing Company -DFW, as the lowest responsive, responsible bidder.

This will establish a contracted price per vehicle type for a one year period with the option of two additional one year periods. The Police Department will lease vehicles on an as needed basis, and anticipates spending up to \$159,000 during the year.

If you have any questions, please contact me.

Detective Fred Garcia
Intelligence Unit
Plano Police Department

d-2



**BID No. 2008-153-C
LEASE CARS – POLICE DEPARTMENT**

RECAP

Opening Date/Time: April 18, 2008 @ 3:30 PM (CDT)

Number of Vendors Notified: 587

Vendors Submitting “No Response”: 0

Vendors Submitting Proposals: 2

Recommended Vendor:

Enterprise Leasing Company – DFW in the amount of \$157,518.

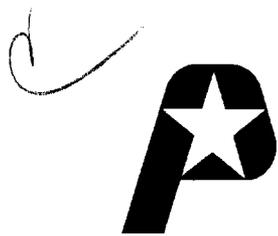
Karen P. Neal-Core

Karen P. Neal-Core, Buyer
Purchasing Division

May 23, 2008

Date

d.3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	06/09/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>		
Agenda Coordinator (include phone #): Glenna Hayes x 7539					
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 EXISTING CONTRACT					
CAPTION					
Award/Rejection of Competitive Sealed Proposal No 2008-67-C for Credit Card Payment Processing System in the estimated annual amount of \$382,000, and authorizing the City Manager or his designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-08; 08-09; 09-10; 10-11	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): VARIOUS					
COMMENTS: THE ITEM APPROVES PRICE QUOTES. EXPENDITURES WILL BE MADE FROM VARIUS DEPARTMENTS WITHIN APPROVED BUDGET APPROPRIATIONS. THE ESTIMATED ANNUAL AMOUNT IS \$382,000/ STRATEGIC PLAN GOAL: A credit card payment processing system related to the City's goal of "Service Excellence".					
SUMMARY OF ITEM					
(Annual Contract with Renewals)					
Staff recommends the Competitive Sealed Proposal of JP Morgan Chase Bank, in the estimated annual amount of \$382,000 be accepted as the best value, and conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals for the utilization of a Credit Card Payment Processing System.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memorandum; Bid Tab					

e-1

Memo

To: Glenna Hayes, Purchasing Division

From: Brent Yowell, Treasury Division

Date: 5/30/2008

Re: Award Recommendation for Competitive Sealed Proposal No. 2008-67-C
Credit Card Payment Processing System

Cc: CSP 2008-67-C Award Committee

After a thorough evaluation of each proposal submitted to the City of Plano in response to Competitive Sealed Proposal No. 2008-67-C (Credit Card Payment Processing System), the review committee unanimously recommends the award be made to **JPMorgan Chase Bank**.

Based on an analysis of the best and final offers made by the qualified respondents, and utilizing established evaluation criteria, the evaluation committee has concluded that the JPMorgan Chase Bank proposal represents the "best value" in support of the merchant processing and reporting needs of the City of Plano.

e-2

CITY OF PLANO
COMPETITIVE SEALED PROPOSAL NO. 2008-67-C
CSP FOR CREDIT CARD PAYMENT PROCESSING SYSTEM

Opening Date/Time: 1/30/08 @ 3:00 PM

Number of Vendors Notified: 1,341

Vendors Submitting "NO RESPONSE":

Penn-Elcom, Inc.

Vendors Submitting Proposal:

Electronic Data Systems
First National Merchant Solutions
Frontline Processing
JPMorgan Chase Bank, N.A.
JetPay LLC
Merchants Group Inc.
NOVA Information Systems
Official Payments Corporation

January M. Cook

January 30, 2008

January M. Cook, CPPB
Senior Buyer
Purchasing Division

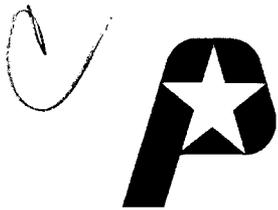
Date

PROPOSAL SUBMISSION STATEMENT

ALL PROPOSALS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS RECAP SHEET. HOWEVER, THE LISTING OF A PROPOSAL ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH PROPOSAL OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH PROPOSAL AS RESPONSIVE. THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF PROPOSALS 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 VENDOR UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL PROPOSALS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION
CITY OF PLANO TEXAS

e-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 06/09/2008		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	5/23/08	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	5/25/08	
Agenda Coordinator (include phone #): Pegues (7198)		Project No. 5851			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

Approval of an engineering services contract by and between the City and GSWW, Inc., in the amount of \$172,580, for design of Ridgewood Water Infrastructure Rehabilitation and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-172,580	0	-172,580
BALANCE	0	-172,580	0	-172,580

FUND(S): **WATER CIP**

COMMENTS: Funds are available in the 2007-08 Water CIP. This item, in the amount of \$172,580, was not included in the original budget for the Ridgewood Water Infrastructure project. The overage will be funded through savings and reallocation from the Cloisters Water Rehab project.

STRATEGIC PLAN GOAL: Water line rehabilitation relates to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

This agreement with GSWW, Inc., is for the engineering design of Ridgewood Water Infrastructure Rehabilitation Project. This project includes rehabilitation of approximately 10,251 feet of 6-inch and 8-inch water lines at the following fifteen (15) locations:

1. 15th Place - N Avenue to P Avenue
2. M Avenue - 16th Street to 18th Street
3. 18th Street - M Avenue west to Post Office
4. Ridgelake Lane - Judy Drive to Ridgewood Drive
5. Hawthorne Lane - P Avenue to Magnolia Lane
6. Primrose Lane - Park Boulevard to Hawthorne Lane
7. Westlane Place/Eastlane Place - cul-de-sac to cul-de-sac
8. West end Westlane Place - Westlane Place to Westcreek Place



CITY OF PLANO COUNCIL AGENDA ITEM

9. East end Eastline Place – Eastline Place to Eastcreek Place
10. Westport Place/Eastport Place – cul-de-sac to cul-de-sac
11. East end Eastport Place – Eastport Place to Eastcreek Place
12. West end Westport Place – Westport Place to Westvale Place
13. West end Westvale Place – Westvale Place to Westglen Place
14. Eastvale Place – Ridgewood Drive to cul-de-sac
15. Westglen Place/Eastglen Place – cul-de-sac to cul-de-sac

The contract fee is for \$ 172,580 and is detailed as follows:

Research and Data Collection	\$ 9,655
Design Survey	\$ 28,185*
Preliminary Design	\$ 66,320
Final Design	\$ 30,000
Bid Phase Services	\$ 10,945
Construction Administration	\$ 16,835
Construction Control Survey	\$ *
TOTAL BASIC FEE	\$161,940
Special Services (Survey for Right of Way)	\$ 10,640
TOTAL FEE ALL SERVICES	\$172,580

* Construction Control Survey is included in Design Survey total.

Funding is available from the 2007-08 Water Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$1,862,000.

List of Supporting Documents:
Engineering Services Agreement
Location Maps

Other Departments, Boards, Commissions or Agencies
N/A

7-2

RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION

PROJECT NO. 5851

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

73

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

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

7-4

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items

prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

76

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

GSWW, Inc.
11117 Shady Trail
Dallas, TX 75229
Attn: Quinn G. Spann, Jr., P.E.

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

GSSW, INC.
A TEXAS Corporation

DATE: May 8, 2008

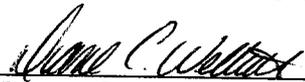
BY: 
Steven D. Sanders, P.E.,
EXECUTIVE VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

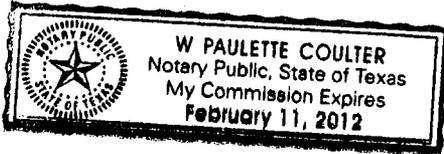

Diane C. Wetherbee
CITY ATTORNEY

7-8

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of May, 2008, by **STEVEN D. SANDERS, P.E., Executive Vice President**, of **GSWW, Inc.**, a Texas corporation, on behalf of said corporation.



Paulette Coulter
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2008, by **THOMAS H. MUEHLENBECK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

7-9

EXHIBIT "A"

SCOPE OF SERVICES

**RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION
PROJECT NO. 5851**

PROJECT DESCRIPTION:

This project includes preliminary and final design and construction related professional engineering services for the replacement or installation of approximately 10,251 L.F. of 8" and 6" water lines (locations listed below) to include all related appurtenances (such as: valves, services, fire hydrants, etc.). In general, all new water lines shall be 8" diameter except on short dead end cul-de-sacs, where water lines shall be 6" diameter unless a fire hydrant is existing or proposed. In those cases the water line shall be an 8" with a 6" gate valve and 6" fire hydrant lateral. Fire hydrants shall be installed if existing fire hydrants are more than 500' apart. In most locations of the City, the typical water line location is 3' off existing curb face, in which case water line replacement and would be at the curb face. However, several of the existing water lines on this project are in a non-standard location, so the replacement location will vary. As a general rule, water line replacement on this project should be designed to prevent the need for walk and driveway replacement. Also, existing water meters, which fall in the walk, need to be relocated out of the walk with the project.

The project (water line replacement portion) is at the following locations:

	Street	Limits	Footage
1.	15 th Place	N Ave. to P Ave.	1,315
2.	M Avenue	16 th Str. To 18 th Str.	830
3.	18 th Str.	M Ave. west to Post Office	645
4.	Ridgelake Ln.(tie in at east end into existing stub out – including short section on Judy)	Judy Dr. to Ridgewood Dr.	1,337
5.	Hawthorne Ln.	P Ave. to Magnolia Ln.	1,165
6.	Primrose Ln.	Park Blvd. to Hawthorne Ln.	670
7.	Westlane Pl. / Eastlane Pl.	Cul-de-sac to Cul-de-sac	581
8.	4" at W. End Westlane Pl.	Westlane Pl. to Westcreek Pl.	502
9.	4" at E. End Eastlane Pl.	Eastlane Pl. to Eastcreek Pl.	535
10.	Westport Pl. / Eastport Pl.	Eastport Pl. to Eastcreek Pl.	485
11.	4" at E. End Eastport Pl.	Eastport Pl. to Eastcreek Pl.	504
12.	4" at W. End Westport Pl.	Westport Pl. to Westvale Pl.	506
13.	4" at W. End Westvale Pl.	Westvale Pl. to Westglen Pl.	520
14.	Eastvale Pl.	Ridgewood Dr. to Cul-de-sac	200
15.	Westglen Pl. / Eastglen Pl.	Cul-de-sac to Cul-de-sac	456
		Total	10,251

7-10

BASIC SERVICES:

A. Design Standards

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

B. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Request and research for plans on existing power, telephone, gas, cable or other utilities in the project area to show on the plans.
4. The extent of replacement due to existing condition of pavement, curb, sidewalk and driveways will be determined and provided to the consultant by City Engineering Dept. staff (after obtaining input from the City Public Works Dept.) with the first plan review and will be shown by consultant on plans and included in the project. The extent of replacement for these items due to project construction will be determined and recommended by the consultant. This will depend upon where the water line replacement occurs. If water line work requires replacement of the adjacent curb, then lead walks and drives must be replaced. Drives replaced must have a minimum 4' section with a 2% cross slope matching existing adjacent walk.

C. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Effort will be made to locate existing utilities through dig-test, survey identification and plan research and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide spot elevation ties as necessary for existing and proposed curb profiles on side where water line is to be replaced. Provide additional cross sections at driveways (to the back of walk line and 10' beyond).
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

D. Preliminary Design

1. Prepare preliminary construction plans (Sheet size 22" x 34"). Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheets. Scale 1"= 100'.
 - General Notes
 - Quantity sheet (by individual location and sheet by sheet).
 - Typical sections and detail sheets.
 - Construction phasing and temporary traffic control sheets. Construction phasing may be a written description and traffic control may be by use of a generic traffic control sheet to be furnished by the City of Plano (except at Post Office where the consultant shall provide a traffic control plan at scale 1"=40' or as otherwise approved).
 - Plan and profile sheets for water improvements (scale 1"=20' horizontal and 1"=5' vertical). Profile required only for water lines larger than 12". Otherwise, profiles are required only for points where the proposed water line is anticipated to conflict with other underground utility lines (at Park only where the new water line shall be bored). Sheets should show: existing topographic features; existing utilities; property addresses with individual lot property lines; easements; public ROW lines; horizontal alignment of existing and proposed pipelines;

7-12

plan view of existing and proposed waterlines; sidewalk, driveway and pavement replacement; existing and proposed curb profile.

- SWPPP sheets meeting EPA and City of Plano requirements. If area disturbed (including storage or access areas) includes more than 1 acre, the City of Plano SWPPP "WORD" file plan sheet shall be included in the plans. City standard details for erosion control devices shall also be included where applicable.

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

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit five (5) sets of preliminary plans, and one (1) set of outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Other (file copy)
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

E. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.

7-13

7. Submit five (5) set of pre-final plans, and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three sets of final blue line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

F. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Submit one (1) set of final blue/black line prints and one (1) bound copy of the bid documents to the designated Material Testing laboratory.
4. Furnish plans and bid documents for up to four (4) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference.
11. Furnish eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

G. Construction Administration

1. Provide periodic site visits by the design engineer with a written inspection report submitted to the City for each visit (as requested).
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.

5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor. Submit one blackline set to the City and a two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de- speckling, de- shading, de-skewing, etc.). Each file shall be named in numeric order.

H. Construction Control Survey –

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

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for four (4) temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for four (4) permanent water line easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepared exhibits with the field notes first and drawings second.

B. Other Direct Expenses –

1. Printing, Mileage, & Courier

EXHIBIT "B"

SCHEDULE OF WORK

**RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION
PROJECT NO. 5851**

ACTIVITY	COMPLETION TIME (Calendar Days)
1. Notice to Proceed	0
2. Research and Data Collection	14
3. Design Survey	40
4. Preliminary Design	140
5. City Review	30
6. Final Design (Pre-Final Submittal) / ROW & Easement Documents	70
7. City Review	30
8. Final Design/Documents for Bidding	30
9. City Review	15
10. Advertise for Bids	22
11. Receive Bids	0
12. Recommendation	4
13. Prepare Council Agenda	15
14. Council Award	0
15. Prepare/Execute Contract	45
16. Schedule Preconstruction Meeting	10
17. Notice to Proceed	10
18. Construction	250

7-16

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION
PROJECT NO. 5851

	WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
1.	Research and Data Collection	\$9,655
2.	Design Survey	\$28,185
3.	Preliminary Design	\$66,320
4.	Final Design	\$30,000
5.	Bid Phase	\$10,945
6.	Construction Administration	\$16,835
	Total Basic Fee	\$161,940
7.	Special Services	
	a. Permanent ROW Descriptions (4 @ \$660 / each)	\$2,640
	b. Temp. Construction Easement Descriptions (20 @ \$325 / each)	\$6,500
	c. Printing, Mileage, Courier	\$1,500
	Total Special Services	\$10,640
	Total Fee	\$172,580

7-17

EXHIBIT "D"

ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

7-18

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

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

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

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

7-19

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

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

2.2 Professional Errors and Omissions

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

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

7-20

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/08/2008
PRODUCER (972) 234-1300 JIM FRAMPTON INS AGENCY, INC P O BOX 833190		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.
RICHARDSON TX 75083-3190 INSURED GSWW, Inc. 11117 Shady Trail Dallas TX 75229-	INSURERS AFFORDING COVERAGE INSURER A: AMERICAN CASUALTY CO. INSURER B: TRANSPORTATION INS. CO. INSURER C: NATIONAL FIRE INS. CO. INSURER D: CONTINENTAL CASUALTY INSURER E:	

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS BLANKET ADDITIONAL INSURED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TCP 1013085798	01/23/2008	01/23/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" 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 SCOL/COIL-\$500 ded	BUA 1013085784	01/23/2008	01/23/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
C	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CUP 1013085834	01/23/2008	01/23/2009	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 1013085770 BLKT. WAIVER SUBROGATION	01/23/2008	01/23/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER BUSINESS PERSONAL PROPERTY	TCP 1013085798	01/23/2008	01/23/2009	TOTAL LIMIT 313,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The City of Plano is included as Additional Insured as their interest may appear. Waiver of Subrogation in favor of same.
 Project: Ridgewood Water - #5851

CERTIFICATE HOLDER () - () - James E. Caswell/Engineering City of Plano PO Box 860358 Plano TX 75086-0358	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAX BY TELEPHONE BY ELECTRONIC MAIL BY ANY OTHER MEANS AUTHORIZED REPRESENTATIVE
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7-21

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

The Certificate of Insurance on the reverse side of this form 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.

7-22

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

Engineering Services Agreement
Ridgewood Water Infrastructure Rehabilitation
Project No. 5851

Exhibit D - Page ____

EMM:LEGAL2008-08E-GSWW1

7-23

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

INSURANCE AGENT'S STATEMENT

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

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

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

27. Liability policies are (indicate):

OCCURRENCE []
 CLAIMS MADE [
Jim Frampton
 Signature
Jim Frampton
 Insurance Agent (Print)
G S W W, INC
 Name of Insured
5-8-08
 Date

5-8-08
 Date

7-24

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2008

PRODUCER
McLaughlin Brunson Insurance Agency, LLP
9535 Forest Lane, Suite 118
Dallas TX 75243
(214) 503-1212

INSURED
GSWW, Inc.

11117 Shady Trail
Dallas TX 75229

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 #
INSURER A:	Liberty Ins. Underwriters Inc.	19917
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

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 INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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 AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.	AEE197283-0107	7/15/2007	7/15/2008	\$1,000,000 Per Claim / Ann'l Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. RE: Ridgewood Water Infrastructure Rehabilitation, Project #5851

CERTIFICATE HOLDER

City of Plano
Attn: James Caswell, PE
P. O. Box 860358

Plano TX 75086-0358

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAX AND BY REGISTERED MAIL~~ BY FAX AND BY REGISTERED MAIL.

AUTHORIZED REPRESENTATIVE *Patricia McLaughlin*

7/25
E-L

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

The Certificate of Insurance on the reverse side of this form 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.

7-26

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

7-27

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

INSURANCE AGENT'S STATEMENT

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

- 26. The above policy(s) carry the following deductibles: Professional Liability - \$50,000. Deductible

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

Professional Liability To the Best of our Knowledge

- 27. Liability policies are (indicate):

OCCURRENCE [] CLAIMS MADE [X] - PROFESSIONAL LIABILITY

Patrick P. McLaughlin 5/9/2008
 Signature Date

PATRICK P. MCLAUGHLIN / MCLAUGHLIN BRUNSON INSURANCE AGENCY, LLP
 Insurance Agent (Print)

GSWW, INC.
 Name of Insured
5/9/2008
 Date

7-28

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

GSWW, Inc.
Name of Consultant

By: *[Signature]*
Signature

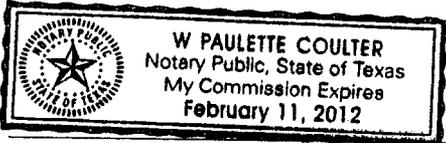
Steven D. Swiders
Print Name

Vice President
Title

May 8, 2008
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 8th day of May, 2008.



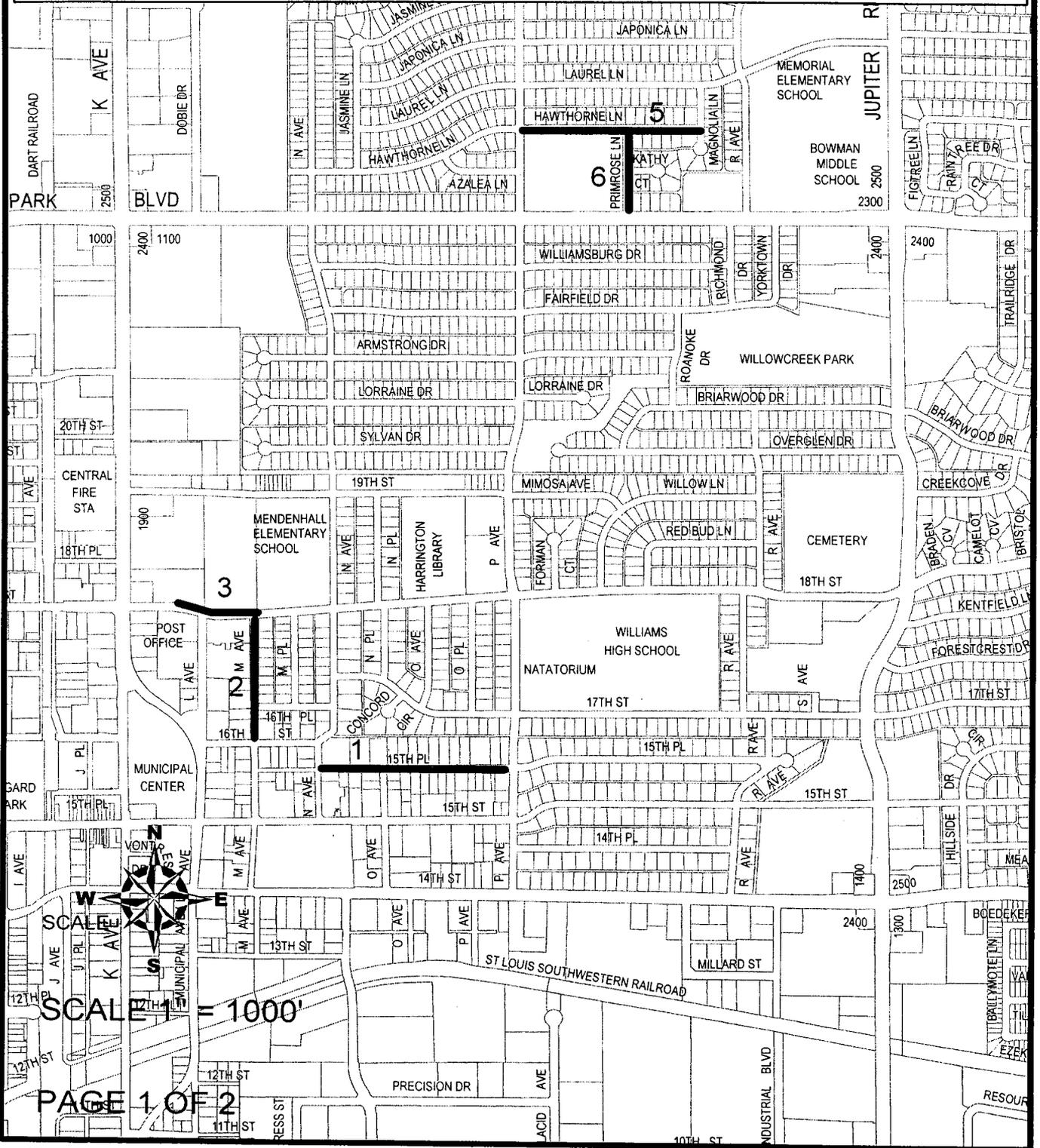
Paulette Coulter
Notary Public, State of Texas

Engineering Services Agreement
Ridgewood Water Infrastructure Rehabilitation
Project No. 5851

Exhibit E - Page 1

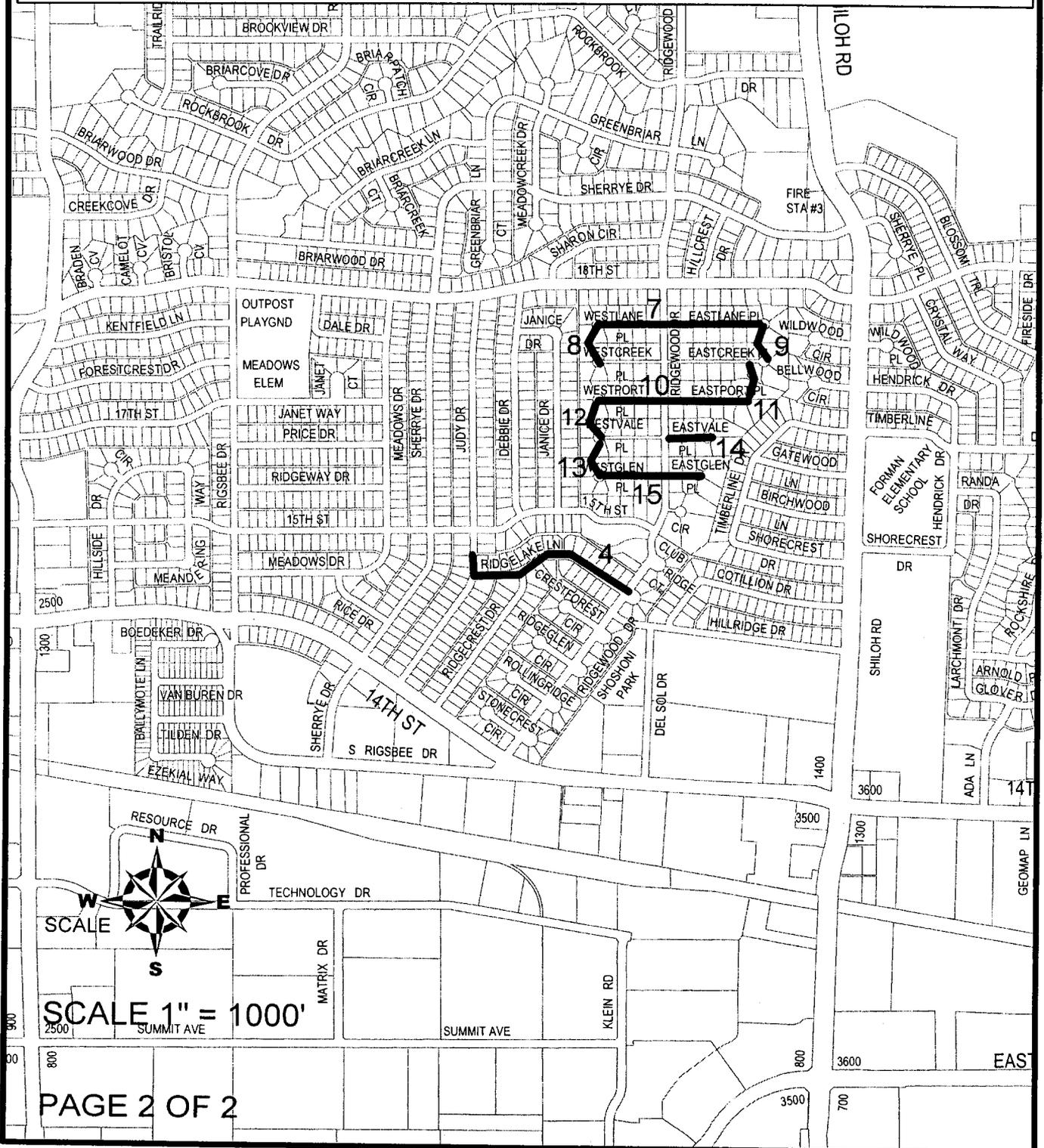
7-29

RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION PROJECT NO. 5851



7-30

RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION PROJECT NO. 5851



731



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/9/08	Reviewed by Legal <i>W</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan J. Upchurch	Executive Director	<i>[Signature]</i>	5/27/08
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	5/29/08
Agenda Coordinator (include phone #): Pegues (7198)		(Project No. 5852)		

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

CAPTION

Approval of contract to approve the terms and conditions of an engineering services contract by and between the City and Freeman-Millican, Inc. in the amount of \$127,000 for the 14th Street and George Bush Turnpike Water Lines and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	120,000	760,000	880,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-127,000	0	-127,000
BALANCE	0	-7,000	760,000	753,000

FUND(S): **WATER CIP**

COMMENTS: Funds are included in the 2007-08 Water CIP for the 14th Street Los Rios to Brand project. This item, in the amount of \$127,000, will be encumbered in the current fiscal year and carry forward into the cash allocations of FY 2008-09.

STRATEGIC PLAN GOAL: Engineering design for water line projects relates to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

This agreement with Freeman-Millican, Inc. is for the engineering design for the 14th Street Water Line (Shiloh Road to Park Vista Road) and George Bush Turnpike Water Line (west of Jupiter Road to N Avenue) Project. The contract fee is for \$127,000.00, and is detailed as follows:

Survey	\$18,000.00
Engineering Design	\$90,500.00
Bid Phase Services	3,500.00
Construction Phase Services	\$5,000.00
Construction Control Survey	\$2,000.00
Reproduction and Reimbursables	5,000.00
Sub consultants	\$1,000.00
Easement metes and bounds(ea)	\$2,000.00
TOTAL	\$127,000.00

g-1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Funding is available from the Water Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$1,300,000.00.

List of Supporting Documents:
Engineering Services Agreement
Location Map

Other Departments, Boards, Commissions or Agencies
N/A

g-2

14TH STREET AND GEORGE BUSH TURNPIKE WATER LINES

PROJECT NO. 5852

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **14TH STREET AND GEORGE BUSH TURNPIKE WATER LINES** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

g-3

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

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

9-4

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

g-5

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

g-6

XV. Mailing of Notices

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

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

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

Freeman–Millican, Inc.
9500 Forest Lane, Suite 115
Dallas, TX 75243
Attn: Michael K. Stacey, P.E.

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

g-7

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

FREEMAN-MILLICAN, INC.
A Texas Corporation

DATE: _____

BY: _____
J. Terry Millican, P.E.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:



Diane C. Wetherbee
CITY ATTORNEY

g-8

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2008, by **J. TERRY MILLICAN, P.E., President, of Freeman-Millican, Inc.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2008, by **THOMAS H. MUEHLENBECK, City Manager, of the City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

g-9

**EXHIBIT A
SCOPE OF SERVICES**

**14th STREET AND GEORGE BUSH TURNPIKE WATER LINES
PROJECT NUMBER 5852
CIP NUMBERS 68404, 68453**

PROJECT DESCRIPTION:

The project consists of the design and preparation of construction documents for the replacement of 11,508 feet of 12" water main from Shiloh Road eastward to Park Vista Road and the completion of a 12" water main loop along the George Bush Freeway service road from N Avenue to Jupiter Road.

BASIC SERVICES:

A. Design Standards

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

B. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

g-10

C. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Time-Warner, Etc.,).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. When underground utilities are exposed, tie to project control baseline.
6. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
7. Survey existing top of curb, if curb will be removed during construction.

D. Right-of-way and Easement Requirements –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

E. Geotechnical Report –

1. Utilize existing geotechnical data available from the City of Plano for improvements.
2. Show geotechnical boring locations on the plan view of the construction drawings and cross reference to the geotechnical report. Soil horizon and vertical bore information shall (shall not) be shown on the vertical profile view of the construction plans.

F. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1"= 100'.
 - General Notes
 - Quantity sheet.
 - Detail sheets.

g-11

- Construction phasing and temporary traffic control sheets. Scale 1"= 20'.
- Plan & profile sheets. Scale 1"= 20'.
- SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'.

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

3. Profile proposed curb line if existing curb is to be replaced.
4. Profile water lines 12" or greater in diameter and all crossings of Type "D" thoroughfares and larger.
5. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
6. Prepare outline of any special technical specifications needed for the project (if any).
7. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
8. Submit sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Other
9. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
10. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

G. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit four sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.

g-12

9. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

H. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Submit one set of final blue line prints, two bound copies of the bid documents and one unbound original bid document set to the City of Plano.
3. Submit one set of final blue line prints and one bound copies of the bid documents to the designated Material Testing Laboratory.
4. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
5. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
6. Prepare and distribute addenda to bid documents as necessary.
7. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
8. Submit a CD-ROM disk of the bid set plans in a PDF format.
9. Provide bid tabulation to the City of Plano within four working days of the bid letting.
10. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
11. Assist City staff in a pre-construction conference.
12. Furnish thirteen sets of final construction plans(9 full size and 4 half size) and three sets of the contract documents manual to the City for construction.

I. Construction Administration –

1. Provide written responses to requests for information or clarifications.
2. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

g-13

J. Construction Control Survey –

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

SPECIAL SERVICES:

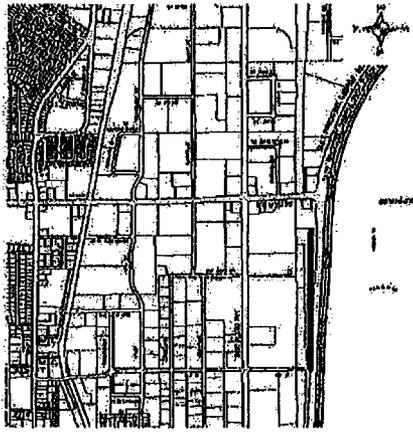
A. Right-of-Way and Easement Surveying

B. Reproduction and Reimbursable Expenses

g-14

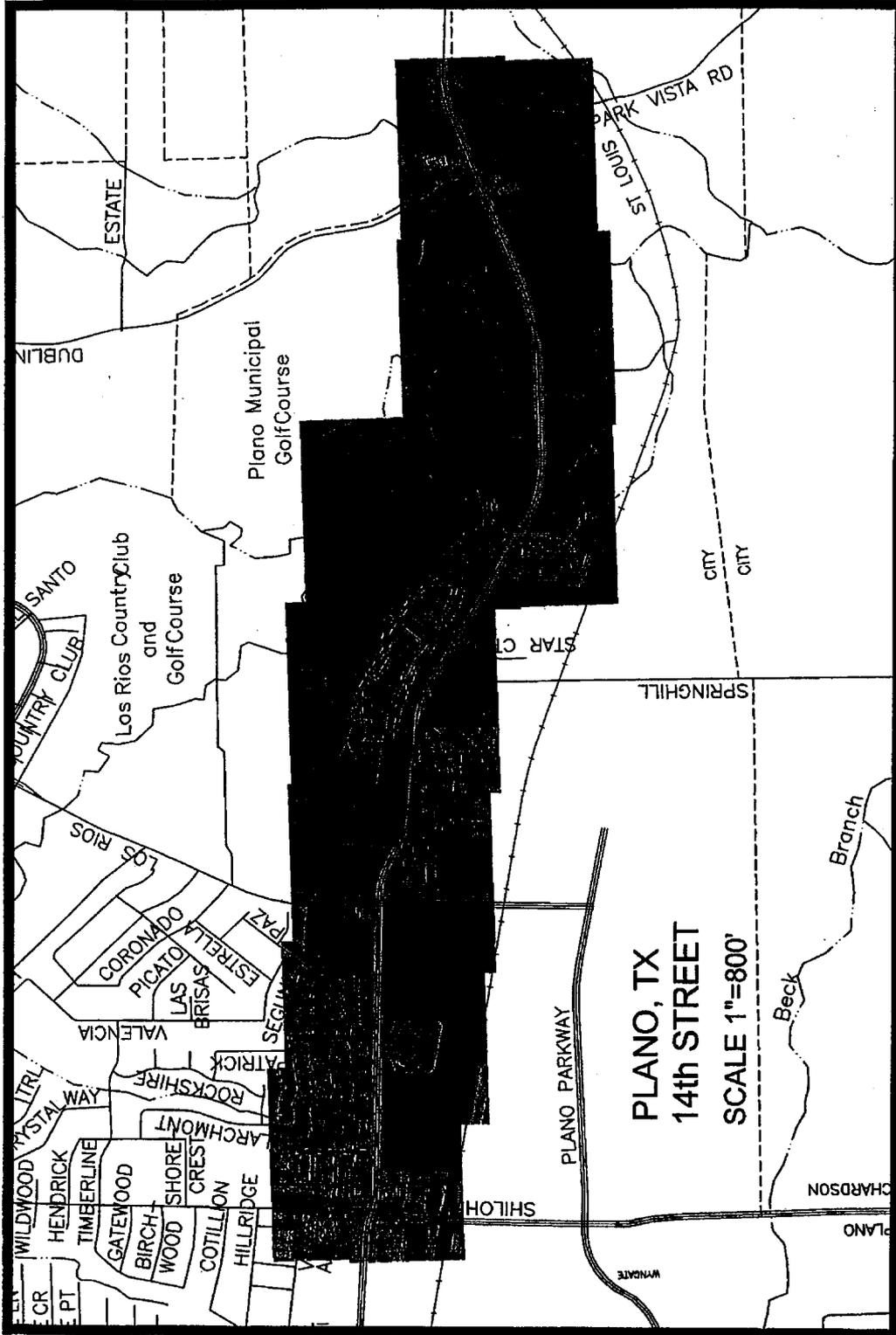
CITY OF PLANO COMMUNITY INVESTMENT PROGRAM

Project Name: Geo. Bush Tpk - N Ave. to Jupiter Start Date: 10/1/2007
 Project Number: 68453 Completion Date: 9/30/2009
 Description:
 2,800 feet of 12-inch water line along the George Bush Freeway service road.



EXPENDITURES	Prior Years	Re-Estimate	2007-08	2008-09	2009-10	2010-11	2011-12	Future Yrs	Total
Land	0	0	0	0	0	0	0	0	0
Design	0	0	20,000	0	0	0	0	0	20,000
Construction	0	0	0	150,000	0	0	0	0	150,000
Equipment	0	0	0	0	0	0	0	0	0
TOTAL	0	0	20,000	150,000	0	0	0	0	170,000
REVENUES	Prior Years	Re-Estimate	2007-08	2008-09	2009-10	2010-11	2011-12	Future Yrs	Total
PAYC	0	0	20,000	150,000	0	0	0	0	170,000
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
TOTAL	0	0	20,000	150,000	0	0	0	0	170,000
OPERATING BUDGET IMPACT	2007-08	2008-09	2009-10	2010-11	2011-12	Future Yrs	Total		
	0	0	0	0	0	0	0		

g-15



Engineering Services Agreement
14th Street and George Bush Turnpike Water Lines
Project No. 5852

Exhibit A – Page 7

ENMM:LEGAL2008-08E-F-M1

g-16

EXHIBIT B - ENGINEERING AND CONSTRUCTION SCHEDULE
City of Plano
14th Street and George Bush Turnpike Waterlines Project
Project Number 5852
CIP Numbers 68404, 68453

Activity	Description	Date
A	Research and Data Collection	June 1, 2008
B	Design Survey	July 3, 2008
C	Preliminary Design	September 1, 2008
D	City Review of Preliminary Design	October 2, 2008
E	Final Design	November 15, 2008
F	Project Bid	January 4, 2009
G	Contractor Notice to Proceed	February 24, 2009
H	End of Construction	August 1, 2009
I	Record Drawings	September 4, 2009

g-17

EXHIBIT C - ENGINEERING AND SURVEYING COST ESTIMATE
City of Plano
14th Street and George Bush Turnpike Waterlines Project
Project Number 5852
CIP Numbers 68404, 68453

Item	Description	Estimated Cost
A	Research and Data Collection	\$ 3,000.00
B	Design Survey	18,000.00
C	Right-of-Way and Easements	2,000.00
D	Geotechnical Report	1,000.00
E	Preliminary Design	65,000.00
F	Final Design	22,500.00
G	Bid Phase Services	3,500.00
H	Construction Administration	5,000.00
I	Construction Control Survey	2,000.00
J	Reproduction and Reimbursable Expenses	5,000.00
Total Engineering and Survey Cost		\$ 127,000.00

g-18

EXHIBIT "D"

ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

g-19

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

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

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

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

9-20

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

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

2.2 Professional Errors and Omissions

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

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

g-21

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

g-22

___ 18. Garagekeepers' Legal \$ ___ - Comprehensive
\$ ___ - Collision

___ 19. Owners Protective Liability \$500,000 Combined single limits

X 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.

___ 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

X 22. Ten (10) days notice of cancellation, non-renewal, material change or coverage reduction endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

X 24. The Certificate must state project title and project number.

X 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

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

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

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

X 27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE []

Signature

Date

Insurance Agent (Print)

Name of Insured

Date

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Consultant

By:

Signature

Print Name

Title

Date

STATE OF TEXAS

§

COUNTY OF DALLAS

§

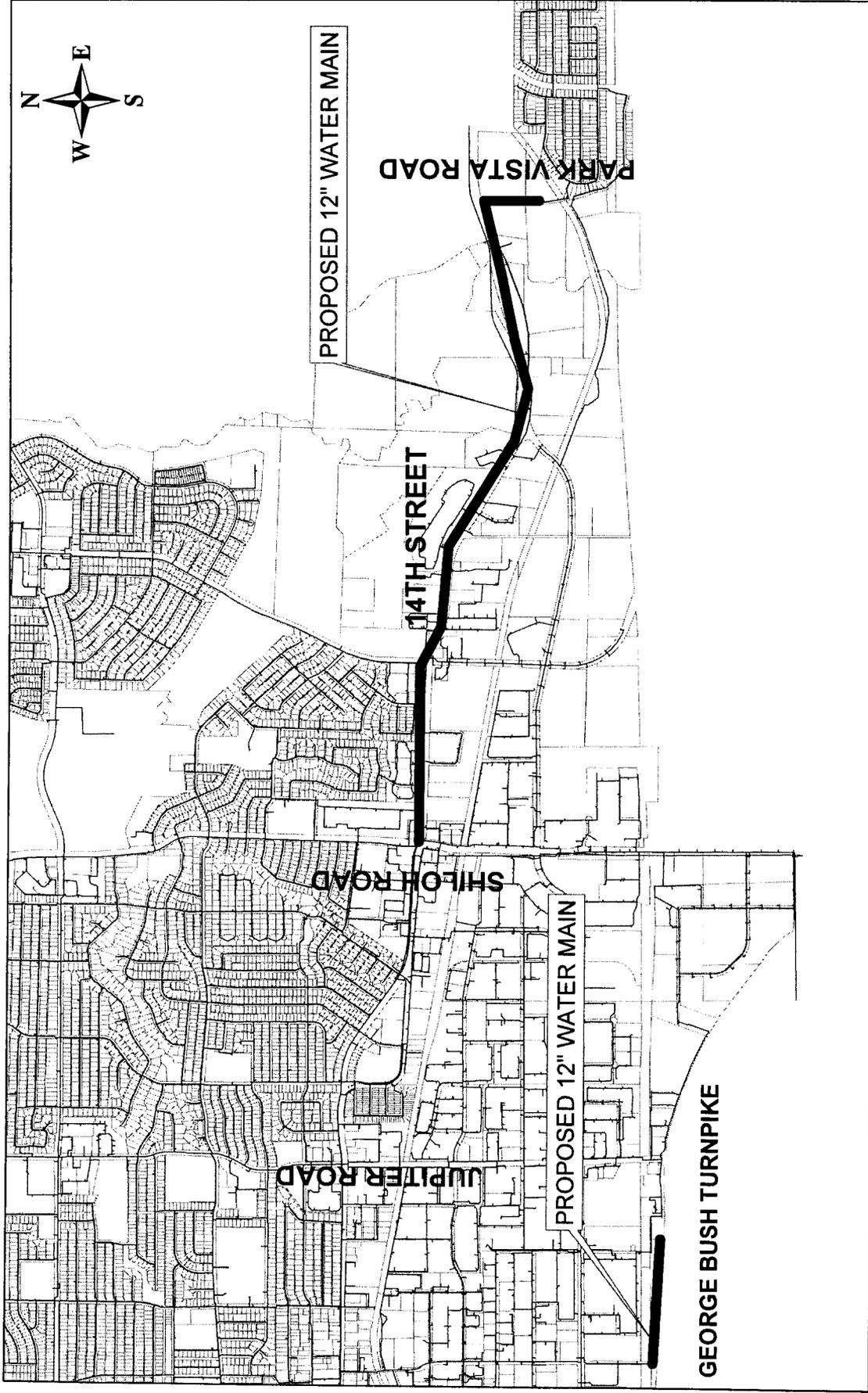
§

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2008.

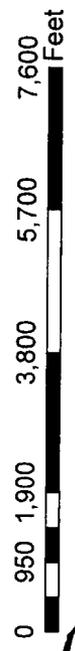
Notary Public, State of Texas

9-24

14th Street and George Bush Turnpike Water Lines #5852



**CITY OF PLANO
ENGINEERING DEPARTMENT**





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/9/08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	6-2-08	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	6/2/08	
Agenda Coordinator (include phone #): Susan Berger (7255)					

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

CAPTION

To authorize the purchase of landscape and irrigation renovations on various parks, athletic fields, and median/right-of-way locations in the amount of \$302,000.00 from Dyna-Mist Corporation Company through an existing contract/agreement with Plano Independent School District (PISD), and authorizing the City Manager or his designee to execute all necessary documents. PISD CSP #3614 (City of Plano assigned Interlocal Contract No. 2005-212-I.)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	161,622	1,896,701	500,000	2,558,323
Encumbered/Expended Amount	-161,622	-1,061,046	0	-1,222,668
This Item		-302,000	0	-302,000
BALANCE	0	533,655	500,000	1,033,655

FUND(S): **GENERAL FUND AND CAPITAL RESERVE**

COMMENTS: Funds are included in the 2007-08 Capital Reserve Fund and Park Field Service and Sports Turf Maintenance Service Departments in the General Fund. This item, in the amount of \$302,000, will leave a current year balance of \$533,655 for other Park Field Services and Sports Turf Maintenance contractual services, Irrigation Renovations, and Median Renovations projects.

STRATEGIC PLAN GOAL: Landscape and irrigation renovations relate to the City's Goal of Premier City in which to Live.

SUMMARY OF ITEM

Staff recommends approval and award of the purchase of landscape, irrigation, and maintenance services at various parks, athletic fields, and median/right-of-way locations in the amount of \$302,000 from Dyna-Mist Construction Company.

Various medians and right-of-ways (ROWs) require significant renovation due to the age of the irrigation systems and damage to the fields and plant material caused by previous drought conditions. Examples of renovation locations include City maintained beds in the US 75 corridor, Spring Creek Parkway, 15th Street, City maintained areas along the Dallas North Tollway service roads, and other miscellaneous medians and ROWs. Examples of maintenance services at parks include Old Shepards Place Park and Schell Park athletic fields.

The services provided by Dyna-Mist were previously awarded by PISD in a competitive bid process. The City



**CITY OF PLANO
COUNCIL AGENDA ITEM**

will utilize the unit prices in the PISD contract and the final amount of the expenditure will be based on actual work performed, but will not exceed \$302,000 by the end of fiscal year 2008-09.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Local Government Code and by doing so satisfies State Laws requiring local governments to seek competitive bids for items. PISD CSP #3614 (City of Plano assigned Interlocal Contract No. 2005-212-I.)

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

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h-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/09/08	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		
Dept Signature:	<i>David Stephens</i>	City Manager	<i>[Signature]</i>	<i>05-30-08</i>
Agenda Coordinator (include phone #):		Amy Powell X7342		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
Approval of an expenditure authorizing the purchase of an IBM i520 in the amount not to exceed \$263,350 from Sirius Computer Solutions through the Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-286)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	337,587	0	337,587
Encumbered/Expended Amount	0	0	0	0
This Item	0	-263,350	0	-263,350
BALANCE	0	74,237	0	74,237
FUND(S): TECHNOLOGY INFRASTRUCTURE FUND (062)				
COMMENTS: Funds are included in the 2007-08 Budget for the purchase of an interim back-up and disaster recovery solution for the Courts and the City's Financial applications at the Joint-Use Facility. The balance of funds will be used for other items related to this project.				
STRATEGIC PLAN GOAL: Back-up and disaster recovery systems relate to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Technology Services recommends Council approve the addition of an IBM iSeries Power i520 at our Joint-Use Facility for the purpose of disaster recovery, for an amount not to exceed \$263,350 to Sirius Computer Solutions. The new hardware comes with a three-year hardware and software maintenance and installation service from Sirius. The City is authorized to purchase from the State Contract pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (DIR-SDD-286)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Staff Memo, Quote and Statement of Work.				

Interoffice Memo

Date: 05/20/2009
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: IBM iSeries for DR Site – Power i520

We are recommending adding an IBM Power i520 at our Joint Use Facility for the purpose of disaster recovery. This new hardware comes with a 3 year hardware and software maintenance and installation services from Sirius. We are recommending purchasing this upgrade using Sirius' State of Texas Contract # DIR-SDD-286 for a not to exceed price of \$ 263,350.00.

This additional system will mirror our current environment providing business continuity to the City's legacy applications.

i-2



i520 for DR



Contract using the terms and conditions referred to in Sirius' MSA #30001327 and using Sirius' State of Texas DIR Contract #DIR-SDD-286

Beau Sturm
972-725-2038

Part/Feature #	Description	Qty	Sirius Sale Price
HARDWARE:			
9408-M25	Server 1:9408 Model M25	1	299
	Mirrored System Disk Level	1	N/C
	Ext Device Attach Via #5736	1	N/C
	V5R4 OS, V5R4M5 Machine Code	1	N/C
	iSeries Rack	1	2668
	PCI-X Tower Unit in Rack	2	14390
	Load Source Not in CEC	1	N/C
	#0595 Load Source placement	1	N/C
	#4327/#1267 Load Source Spec	1	N/C
	Modem Cable - US/Canada	1	14
	3.5m HSL-2 Cable	3	1650
	Serial-UPS Conversion Cable	1	95
	Op Panel Cable	1	6
	PCI IOP	2	4200
	PCIe 2-Line WAN w/Modem	1	585
	English	1	N/C
	SAS CBL, DASD BP TO BLKHD EXT CONN	1	80
	70 56GB 15k rpm Disk Unit	24	23976
	4096MB (2x2048MB) RDIMMs, 667 MHz, 512Mb DRAM	2	4096
	1/2W Server Feature for #5634	1	N/C
	i5/OS enablement	1	N/C
	Software Preload Required	1	N/C
	Redundant Power and Cooling	2	2700
	Sys Console On HMC	1	N/C
	5777 Ctrl w/Aux Write Cache	2	13990
	Dual Port R/O/G, GX+ Card	1	1500
	Dual Port 1Gb Ethernet	1	301
	4.2GHz Proc Card 0/2-Way	1	4577
	1W Base Permanent Processor Activation for 5634	1	N/C
	PCI-X 1Gbps Ethernet-TX IOA	4	3996
	PCI-X DiskTape Ctrl-w/IOP	1	587
	DVD-RAM Drive IDE Slimline	1	499
	PCI-X DiskTape Ctrl-No IOP	3	1761
	SPCN Power Cable - 3m	3	120
	1.8m Rack Trim Kit	1	132
	14-Ft Int 250V/10A Pwr Cd	2	28
	Modem Tray for 19-inch Rack	1	250
	14-Ft 1PH/24-30A Pwr Cord	2	400
	9Ft IEC 320 C13/14 PDU Cord	4	56
	HSL-2/R/O/G BUS ADAPTER (REGAL-G) FOR RELIANCE <641;	2	1600
	1/2W 150 User Express Edition	1	N/C
	PCI 2-Line WAN IOA No IOP	1	425
	Power Distribution Unit	2	2000
	Model M15/M25 Rack-mount	1	N/C
	IBM Bezel + Adj Rails + Misc Hdw, M15/M25 Rack-mount Drwr	1	300
	950W Power Supply	2	538
	DASD/Media Backplane for 3.5 DASD/DVD/Tape; with External E	1	560
	PowerVM Standard Edition	1	N/C
3573-L2U	TS3100 Tape Library Express	1	4000
	4.5m VHDCI/HD68 SCSI Cable	1	138
	Rack Mount Kit	1	399
	Ultrium Cleaning Cartridge L1 UCC	5	325
	Ultrium 3 LVD SCSI Drive	1	4150
	Right Side Magazine	1	325
	Ultrium 3 Data Cartridge (5pk)	10	3490
	2.8m Power Cord 125V US/Canada	1	N/C
	Rack to PDU Line Cord	1	N/C
SOFTWARE:			
5660-QU2	1-Year Registration/Renewal for 5733-QU2	1	N/C
	P10 SWMA Registration	1	N/C
	English U/L SBCS Primary	1	N/C
	Supply	1	N/C
5692-A5L	System Software	1	N/C
	CD-ROM Process Charge	1	50
	VIOS Expansion Pack	1	N/C
	Virtual I/O Server V1.5	1	N/C
	English Language	1	N/C
	CD-ROM	1	N/C
5722-BR1	IBM Backup and Recovery Media Services for iSeries	1	N/C
	BOTC Network	1	750
	P10 Basic OTC BRMS	1	880
	English U/L SBCS Primary	1	N/C
	CD-ROM BRMS V5R4	1	N/C
	CD-ROM Network Feature V5R4	1	N/C
5722-DE1	IBM DB2 Universal Database Extenders for iSeries	1	N/C
	P10 Basic OTC DB2 UDE	1	1200
	English U/L SBCS Primary	1	N/C
	CD-ROM V5R4	1	N/C
	5722-DE1 OTC	1	1200
5722-DP4	IBM DataPropagator Relational V8 for iSeries	1	N/C
	P10 Basic OTC DataProp	1	3200
	English U/L SBCS Primary	1	N/C
	CD-ROM Media	1	N/C
5722-PT1	IBM Performance Tools for iSeries	1	N/C
	P10 Basic OTC Perf Tools	1	550
	P10 Basic OTC Manager	1	910

i-3



i520 for DR



Contract using the terms and conditions referred to in Sirius' MSA #30001327 and using Sirius' State of Texas DIR Contract #DIR-SDD-286

Beau Sturm
972-725-2038

Table with columns: Part/Feature #, Description, Qty, Sirius Sale Price. Lists various software licenses and hardware components like IBM Query for iSeries, i5/OS licenses, and PowerVM software.

Handwritten 'i-4'



i520 for DR



Contract using the terms and conditions referred to
in Sirius' MSA #30001327 and using
Sirius' State of Texas DIR Contract
#DIR-SDD-286

Beau Sturm
972-725-2038

Part/Feature #	Description	Qty	Sirius Sale Price
5773-RS3	Initial Software Support 3 Year	1	N/C
	Per Processor Software Support 3 Year	1	675
	Per Processor 24x7 Software Support 3 Year	1	236
	Agreement for MCRSA	1	N/C
			<u>\$ 189,000.00</u>
MAIN:	36 Month 24 x 7 coverage for HW Main and SW Main		\$ 9,200.00
Sirius Installation:	HW Implementation Services and Vision Software <i>(includes switch test and run book)</i>		\$ 21,000.00
Vision Software:	Vision/Mimix HA License	2	\$ 29,350.00
	36 Month Main. On Vision SW	2	\$ 14,800.00
	Sirius Sale Total:		<u>\$ 263,350.00</u>

Notes:
Price does not include sales tax
Sirius Services include Travel and Expenses
Shipping is standard 7-10 days

Pricing provided in this proposal is valid 30 days and is subject to change. All of the information provided in this proposal is considered confidential and proprietary between Sirius and City of Plano. Information enclosed in this proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of City of Plano or any party within City of Plano who is not privileged to receive such information.

Customer Agreement (#30001327

This proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of City of Plano will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Accepted by: City of Plano
Approved by: Sirius Computer Solutions, Inc.

Signature of Authorized Rep: _____ Signature of Authorized Representative

Printed Name _____ Printed Name

Title of Authorized Represe: _____ Title of Authorized Representative

Date Signed _____ Date Signed

i-5



**City of Plano
i520 Smoothstart & MIMIX Implementation Services**

This Statement of Work ("SOW") is made by and between Sirius Computer Solutions, Inc., ("Sirius") and City of Plano ("Customer") for the provision of certain professional services as more fully described herein, ("Services"). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius Consulting Services Agreement #20000417175710 (the "Agreement"). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated hereunder.

SCOPE OF SERVICES

Sirius will perform a SmoothStart installation for (1) i520 target server.

Sirius will then provide Customer with consulting services to plan, install, configure and optimize an HA environment based on Vision's MIMIX high availability software. This environment will be from one (1) source System i550 to a different target System i520 installed above. In addition, Sirius will provide administration skills transfer and "Runbook" configuration and procedural documentation.

- 1. **i520 SmoothStart Installation in preparation for MIMIX Implementation**
 - a. Pre-installation planning
 - b. Unpack and install i520 server hardware
 - c. Install server UPS and related hardware
 - d. Inventory all hardware and installed software
 - e. Install and setup HMC Console
 - f. Update HMC Code and firmware if needed
 - g. Install any required IBM licensed program products and PTFs
 - h. Add all IBM Product License Keys
 - i. Perform initial configuration, system values, network settings, and performance values
 - j. Configure TCP/IP communications and connect to network
 - k. Configure and test IBM's ECS if applicable
 - l. Install and configure up to (3) Client Workstations with System i Access on compatible PCs
 - m. Organize and review related documentation with Customer including support options

MIMIX Implementation Service For: Single Source System i550/LPAR to Single Target System i520/LPAR:

- 1. **MIMIX Planning Service**
 - a. Identify HA business objectives and requirements
 - b. Identify mission-critical applications that must be replicated
 - c. Determine application compatibility issues
 - d. Define recommended backup strategy
 - e. Determine education requirements
- 2. **MIMIX Integration Service**
 - a. Install MIMIX software components on each iSeries System/LPAR, as needed
 - b. Install current Vision Service Packages on each system, as needed
 - c. Configure the MIMIX software to protect the identified mission-critical applications, data and objects
 - d. Migrate the customer Data from the source system either from reload, or replication(to be determined by Consultant and Customer discussion)
 - e. Utilize the latest replication technologies (remote journaling) to enhance MIMIX replication
 - f. Utilize the latest auditing technologies to cover all aspects of replication integrity
 - g. Review business objectives outlined in the plan to ensure goals are met

Statement of Work

3. **MIMIX Skill Enhancement Service**
 - a. Provide training to Customer's staff for operations and administration of MIMIX
4. **MIMIX Verification and Audit Service**
 - a. Gather a reasonable amount of critical data during operations to verify that MIMIX is protecting mission-critical applications
 - b. Scrutinize frequent updates of the monitoring screens for current activity
 - c. Monitor the actual configuration to confirm proper operation
 - d. Ensure no latency issues exist that cannot be improved via software changes
 - e. Tune the configuration to optimize performance
 - f. Review business objectives to ensure goals are met
 - g. Conduct final production switch test within 60 days of MIMIX software implementation
 - h. Complete RunBook configuration and planned manual switch procedures
 - i. Introduce Vision's Customer Support
5. **Engagement Closing**
 - a. Submit final Runbook to Customer and Lakeview
 - b. Review with Customer Sirius offer for follow on support/training services, (quarterly)

RESPONSIBILITIES

Sirius Responsibilities

1. Document each task necessary to complete the Services and send a final report to Customer when such tasks are completed.
2. Staff this effort with appropriately skilled individuals to perform the Services.
3. Assign a Project Manager who will serve as the primary contact for Customer.
4. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities

1. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged or corrupted data.
2. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
3. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access, telephones, terminal, access to PC-based printer, remote access to systems (if applicable), and access to an outside telephone line that can be used for internet access.
4. Designate a specific authorized representative for making decisions relating to the Services, and provide knowledge resources as requested for information on internal systems, including but not limited to, network infrastructure. Customer's staff will participate throughout the implementation.
5. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
6. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
7. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

Joint Responsibilities

1. Sirius and Customer will work together to establish acceptance criteria.

DELIVERABLES

This SOW will produce the following specific deliverables and/or objectives ("Deliverables"). Costs contained in this SOW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change



Statement of Work

process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except as explicitly set forth in this SOW, Sirius shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following Customer's acceptance thereof.

1. Weekly status reports and/or completion report
2. MIMIX Planning Documents
3. MIMIX Integration Service
 - a. MIMIX software (provided by Lakeview).
 - b. Access codes to enable the MIMIX software (provided by Lakeview).
4. MIMIX Skill Enhancement Service
 - a. MIMIX training handouts.
5. MIMIX Initial Verification and Audit Service
 - a. MIMIX Runbook, which includes documentation of MIMIX configuration, manual switch procedures and all necessary information associated with the Continuous Availability environment.

ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Switch test, if applicable, will be conducted within 60 days of product installation. Sirius will not be responsible beyond 60 days, under this engagement, without prior written approval.
2. Under this agreement, there is only one switch test provided which will be limited to the testing of the switching code framework. If additional, more comprehensive tests are needed, Sirius can be available, under a new engagement, for support and assistance.
3. This engagement is expected to include up to three site visits, depending on complexity.

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. The schedule will include expected response times for Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services.

FEE SCHEDULE

Services Costs

The Services will be provided for a fixed price of \$21,000.00. Customer will be invoiced upon completion of the Services and before the final switch test.

Travel Costs

Travel costs are included in the Services costs above provided that two weeks' notice is given to Sirius.

SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address

i-8



Statement of Work

SITE OF PERFORMANCE

Performance of the Services will be at the following Customer location(s):

Services Location(s):	Bill To:

ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document in a form set forth at Exhibit A. Customer will return the Completion Document in accordance with its instructions within three (3) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

CHANGE REQUESTS

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

NO SOLICITATION

For a period of one year following the completion or termination of the Services provided hereunder, each party hereby agrees that neither such party nor any of its direct or indirect subsidiaries or affiliates (i.e., entities or persons controlled by or under common control of the party) will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party, without obtaining the prior written consent of the other party. This provision will survive the termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third party ("Third Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working

0-9
1-9



Statement of Work

papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of May 15, 2008. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Attn: Services Support Team
Fax: 1-866-206-2816

CITY OF PLANO

By: _____

Name: _____

Title: _____

Date: _____

PO# (if applicable):

SIRIUS COMPUTER SOLUTIONS, INC.

By: _____

Name: Bonnie M. Johnson

Title: Senior Vice President, Sales Operations

Date: _____

SOW Number: 1-LUI70

i-10

Exhibit A

Completion Document	
Customer	Date
Project Name	SOW #
Customer's Authorized Representative	Sirius Project Manager or Technical Consultant
Services Location(s)	Sirius Phone and Email: (xxx) xxx-xxxx xxxxx@siriuscom.com

Activities/Tasks	Status

Deliverables Provided

Customer will return this Completion Document in accordance with its instructions within three (3) business days from the date of receipt hereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with the referenced SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of this Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt hereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

Authorization: Services described above have been rendered to Customer's satisfaction and will be charged against the referenced Statement of Work.

CUSTOMER NAME

Signature _____ Date

Name (Print) _____ Title

INTERESTED IN BECOMING A SIRIUS CUSTOMER REFERENCE? Yes No
Thank you for considering becoming a Sirius reference for the solution we have provided.

Contact Name _____ Phone

<p>RETURN INSTRUCTIONS: Please return to the Sirius Services Support Team via email at services.support@siriuscom.com or via fax to: (866) 206-2816. If you have any questions or concerns, please contact us at the email address noted above or by phone at the number listed above.</p>

i-11



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	6/09/08	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		
Dept Signature:	<i>David Stephens</i>	City Manager	<i>[Signature]</i>	05.30.08
Agenda Coordinator (include phone #):		Amy Powell X7342		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT				
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
Approval of an expenditure authorizing the purchase of a Power p520 and Mimix in the amount not to exceed \$54,850.00 from Sirius Computer Solutions through the Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-286)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	212,413	0
Encumbered/Expended Amount		0	0	0
This Item		0	-54,850	0
BALANCE		0	157,563	0
FUND(S): MUNICIPAL COURT TECHNOLOGY FUND (20-234)				
COMMENTS: Funds are included in the 2007-09 Budget for the purchase of an interim back-up and disaster recovery solution for the Courts and the City's Financial applications at the Joint-Use Facility. The balance of funds will be used for other items related to this project.				
STRATEGIC PLAN GOAL: Back-up and disaster recover systems relate to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Technology Services recommends Council approve the addition of a Power p520 and Mimix at the City's Joint-Use Facility for the purpose of disaster recovery for the Municipal Court System, in the amount of \$54,850.00 from Sirius Computer Solutions. The purchase is for new hardware and system software which comes with a three-year Vision Replication and Cluster Software plus Implementation and Training; and Turnkey Hardware Implementation from Sirius. The City is authorized to purchase from the State Contract pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (DIR-SDD-286)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Staff Memo, Quote and Statement of Work.				

J-1

Memorandum

Date: May 27, 2008

To: David Stephens, Director of Technology Services

From: Danny Housewright, Systems and Programming Manager

RE: IBM pSeries for DR Site – Power 520

We are recommending adding an IBM Power 520 at our Joint Use Facility for the purpose of disaster recovery and business continuity for City's Municipal Court system. This purchase includes three year hardware and software maintenance and installation services from Sirius Computer Solutions. We are recommending that this purchase be made using the Sirius' State of Texas Contract # DIR-SDD-286 for a not to exceed price of \$54,850.00.

j-2



p520 for DR



Contract using the terms and conditions referred to in Sirius' MSA #30001327 and using Sirius' State of Texas DIR Contract #DIR-SDD-286

Beau Sturm
972-725-2038

Part/Feature #	Description	Qty	Sirius Sale Price
HARDWARE:			
8203-E4A	Server 1:8203 Model E4A	1	
	SDI - Light Mfg Order	1	
	AIX Partition Specify	1	
	Op Panel Cable for Rack-mount Drawer w/3.5 DASD	1	
	73 GB 15K RPM SAS Disk Drive	2	
	146 GB 15k RPM SAS Disk Drive	4	
	SAS HH Cable	1	
	SAS Cable (X) Adapter to SAS Enclosure, Dual Controller/ Dual F	1	
	2048MB (2x1024MB) RDIMMs, 667 MHz, 512Mb DRAM	2	
	Rack Indicator- Not Factory Integrated	1	
	4-port 1 Gb Integrated Ethernet Daughter Card	1	
	1-core 4.2 GHz POWER6 Processor Card, 4 Memory DIMM Slots	1	
	Zero-priced Processor Activation for #5633	1	
	SAS RAID Enablement	1	
	IBM 2-Port 10/100/1000 Base-TX Ethernet PCI-X Adapter	1	
	iDE Slimline DVD-ROM Drive	1	
	2-Port 10/100/1000 Base-TX Ethernet PCI Express Adapter	1	
	4 Gigabit PCI Express Single Port Fibre Channel Adapter	2	
	PCI-X DDR Dual - x4 3Gb SAS Adapter	1	
	36/72GB 4mm DAT72 SAS Tape Dr	1	
	Power Cable - Drawer to IBM PDU, 14-foot, 250V/10A	1	
	Power Cord (9-foot), Drawer to IBM PDU, 250V/10A	1	
	IBM/IBM Rack-Mount Drawer Rail Kit	1	
	IBM Rack-mount Drawer Bezel and Hardware	1	
	Software Preinstall (SDI)	1	
	Power Supply, 950 Watt AC, Hot-swap, Base and Redundant	2	
	PowerVM Express	1	
	DASD/Media Backplane for 3.5 DASD/DVD/Tape, with External S	1	
	Language Group Specify - US English	1	
5692-A5L	System Software	1	
	MEDIA 5765-G03 AIX 5L V5.3	1	
	Expansion pack	1	
	AIX 5L V5.3 Update CD	1	
	CD-ROM Process Charge	1	
	Preinstall 64-bit Kernel	1	
	Firefox	1	
	Tivoli Access Mgr for Sys p V6 Client Code	1	
	English Language	1	
	CD-ROM	1	
	English U/L SBSC Secondary Language	1	
	AAF PREINSTALL-SDF SHIP	1	
5692-A5L	System Software	1	
	Process no-charge	1	
	VIOS Expansion Pack	1	
	Virtual I/O Server V1.5	1	
	English Language	1	
	CD-ROM	1	
5692-LOP	SPO for Linux on POWER	1	
	Process no-charge	1	
	System p AVE x86 Media	1	
	CD-ROM	1	
5765-AVE	IBM PowerVM Lx86 for x86 Linux	1	
	Per server	1	
5765-G03	AIX 5L V5.3	1	
	Value Pak Per Processor D5 AIX V5.3	1	
5765-PVX	PowerVM Express Edition	1	
	Per Processor	1	
5773-PVX	PowerVM Express Edition SW Maintenance : 3 Yr	1	
	Per Processor 3 Year SWMA Rgst	1	
	Per Processor 3 year 7x24 Support	1	
5773-SM3	Software Maintenance for AIX, 3 Year	1	
	D5 3 Yr SWMA for AIX per Processor Reg/Ren	1	
	D5 3 yr Services 7x24 Support per Processor Reg/Ren	1	
			\$ 18,700.00
MAIN:	36 Month 24 x 7 coverage for HW Main and SW Main	\$	2,950.00
Sirius Installation:	HW Implementation Services (server)	\$	4,500.00
Vision Software:	Echostream Replication License, Cluster, and Heartbeat	2 \$	18,000.00
	36 Month Main. On Vision SW	2 \$	5,700.00
	Implementation (replication software) and Training	\$	5,000.00
Sirius Sale Total:		\$	54,850.00

Notes:

j-3



p520 for DR



Contract using the terms and conditions referred to in Sirius' MSA #30001327 and using Sirius' State of Texas DIR Contract #DIR-SDD-286

Beau Sturm
972-725-2038

<u>Part/Feature #</u>	<u>Description</u>	<u>Qty</u>	<u>Sirius Sale Price</u>
-----------------------	--------------------	------------	--------------------------

Price does not include sales tax
Sirius Services include Travel and Expenses
Shipping is standard 7-10 days

Pricing provided in this proposal is valid 30 days and is subject to change. All of the information provided in this proposal is considered confidential and proprietary between Sirius and City of Plano. Information enclosed in this proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of City of Plano or any party within City of Plano who is not privileged to receive such information.

Customer Agreement | #30001327

This proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of City of Plano will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Accepted by: City of Plano	Approved by: Sirius Computer Solutions, Inc.
-------------------------------	---

_____ Signature of Authorized Rep	_____ Signature of Authorized Representative
_____ Printed Name	_____ Printed Name
_____ Title of Authorized Represe	_____ Title of Authorized Representative
_____ Date Signed	_____ Date Signed

j-4



City of Plano CoP DR pSeries

This Statement of Work ("SOW") is made by and between Sirius Computer Solutions, Inc., ("Sirius") and City of Plano ("Customer") for the provision of certain professional services as more fully described herein, ("Services"). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius Customer Agreement #20000417175710 (the "Agreement"). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated hereunder.

SCOPE OF SERVICES

System P Implementation

Quantity 1	CSC Installation	p520
Quantity 1	System p Install – AIX – Full SMP (No LPAR)	p520

CEC Installation

- Verify Physical Installation of new server
- Configure logical connections to the HMC (if an HMC is installed)

System P Install - AIX - Full SMP (no LPAR)

- Planning - Determine AIX OS, Additional AIX LPP, Security and Base Tuning Options
- Install and configure AIX operating system (base)
- Install additional AIX LPPs (as determined in the planning meeting)
- Install additional IBM programs (as determined in the planning meeting)
- Mirror root volume group
- Configure Paging Space
- Enable sysdump device to dump automatically
- Configure system security parameters (as determined in the Planning meeting)
- Configure system base tuning values (as determined in the Planning meeting)
- Define a single AIX user ID with appropriate parameters

RESPONSIBILITIES

Sirius Responsibilities

1. Document each task necessary to complete the Services and send a final report to Customer when such tasks are completed.
2. Staff this effort with appropriately skilled individuals to perform the Services.
3. Assign a Project Manager who will serve as the primary contact for Customer.
4. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities

1. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged or corrupted data.
2. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
3. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access, telephones, terminal, access to PC-based printer, remote access to systems (if applicable), and access to an outside telephone line that can be used for internet access.
4. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
5. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
6. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

J-5



Statement of Work

Joint Responsibilities

Sirius and Customer will work together to establish acceptance criteria.

DELIVERABLES

This SOW will produce the following specific deliverables and/or objectives ("Deliverables"). Costs contained in this SOW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Except as explicitly set forth in this SOW, Sirius shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following Customer's acceptance thereof.

1. Weekly status reports and/or completion report
2. Knowledge transfer

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. The schedule will include expected response times for Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services.

FEE SCHEDULE

Services Costs

The Services will be provided for a fixed price of \$4500.00. Customer will be invoiced upon completion of the Services.

Travel Costs

Travel costs are included in the Services costs above provided that two weeks' notice is given to Sirius.

SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address

SITE OF PERFORMANCE

Performance of the Services will be at the following Customer location(s):

Services Location(s):	Bill To:
7501 Independence Plano, TX 75075	P.O. Box 860279 Plano, TX 75086

ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document in a form set forth at Exhibit A. Customer will return the Completion Document in accordance with its instructions within three (3) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

J-6



Statement of Work

CHANGE REQUESTS

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

NO SOLICITATION

For a period of one year following the completion or termination of the Services provided hereunder, each party hereby agrees that neither such party nor any of its direct or indirect subsidiaries or affiliates (i.e., entities or persons controlled by or under common control of the party) will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party, without obtaining the prior written consent of the other party. This provision will survive the termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third party ("Third Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

j-7

Statement of Work



ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of May 15, 2008. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Attn: Services Support Team
Fax: 1-866-206-2816

CITY OF PLANO

By: _____

Name: _____

Title: _____

Date: _____

PO# (if applicable):

SIRIUS COMPUTER SOLUTIONS, INC.

By: _____

Name: Bonnie M. Johnson

Title: Senior Vice President, Sales Operations

Date: _____

SOW Number: 1-LMIO1

Exhibit A

Completion Document	
Customer	Date
Project Name	SOW #
Customer's Authorized Representative	Sirius Project Manager or Technical Consultant
Services Location(s)	Sirius Phone and Email: (xxx) xxx-xxxx xxxxx@siriuscom.com

Activities/Tasks	Status

Deliverables Provided

Customer will return this Completion Document in accordance with its instructions within three (3) business days from the date of receipt hereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with the referenced SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of this Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt hereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

Authorization: Services described above have been rendered to Customer's satisfaction and will be charged against the referenced Statement of Work.

CUSTOMER NAME

Signature _____ Date

Name (Print) _____ Title

INTERESTED IN BECOMING A SIRIUS CUSTOMER REFERENCE? Yes No
Thank you for considering becoming a Sirius reference for the solution we have provided.

Contact Name _____ Phone

<p>RETURN INSTRUCTIONS: Please return to the Sirius Services Support Team via email at services.support@siriuscom.com or via fax to: (866) 206-2816. If you have any questions or concerns, please contact us at the email address noted above or by phone at the number listed above.</p>

j-9



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/9/08		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	<i>[Signature]</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>05.30.08</i>
Agenda Coordinator (include phone #):		Amy Powell x7342		
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 AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE PLANO INDEPENDENT SCHOOL DISTRICT FOR THE PLACEMENT OF WIRELESS ELECTRONICS EQUIPMENT ON PLANO INDEPENDENT SCHOOL DISTRICT FACILITIES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This interlocal agreement has no financial impact to the City of Plano. STRATEGIC PLAN GOAL: This item relates to the City's Goal of "Service Excellence".				
SUMMARY OF ITEM				
Technology Services recommends Council approve the amendment to the agreement between the City of Plano and Plano Independent School District to increase the number of Plano Independent School District facilities for placement of wireless electronics equipment. The initial agreement was approved by City Council on August 13, 2007.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution				

K-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDMENT TO AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE PLANO INDEPENDENT SCHOOL DISTRICT FOR THE PLACEMENT OF WIRELESS ELECTRONICS EQUIPMENT ON PLANO INDEPENDENT SCHOOL DISTRICT FACILITIES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano ("City") and the Plano Independent School District ("PISD") entered into an agreement for the placement of wireless electronics equipment on Plano Independent School District facilities, which was approved by the City Council on August 13, 2007; and

WHEREAS, the City and PISD desire to add to the facilities previously approved for the placement of the wireless electronics equipment; and

WHEREAS, the City Council has been presented a proposed Amendment to Agreement By and Between the City of Plano, Texas and the Plano Independent School District Providing Terms and Conditions for the Placement of Wireless Electronics Equipment on Plano Independent School District Facilities, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference which provides a new list of PISD Facilities to be used for the placement of the wireless electronics equipment (hereinafter called "Amendment"); and,

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

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

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

Section II. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute the Amendment and all other documents in

K-2

Resolution No. _____

Page 2

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

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

DULY PASSED AND APPROVED this the _____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

K-3

Exhibit A to Resolution No. _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**AMENDMENT TO
AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS
AND THE PLANO INDEPENDENT SCHOOL DISTRICT PROVIDING TERMS AND
CONDITIONS FOR THE PLACEMENT OF WIRELESS ELECTRONICS EQUIPMENT
ON PLANO INDEPENDENT SCHOOL DISTRICT FACILITIES**

THIS AMENDMENT ("Amendment") is entered into by and between the CITY OF PLANO, a Texas municipal corporation of Collin County, Texas (the "City"), and PLANO INDEPENDENT SCHOOL DISTRICT, (the "District");

RECITALS:

WHEREAS, the Plano City Council on August 13, 2007 approved that certain agreement titled "AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE PLANO INDEPENDENT SCHOOL DISTRICT PROVIDING TERMS AND CONDITIONS FOR THE PLACEMENT OF WIRELESS ELECTRONICS EQUIPMENT ON PLANO INDEPENDENT SCHOOL DISTRICT FACILITIES" (the "Agreement"), and authorizing the City Manager to execute same by affixing his hand and the City Seal; and

WHEREAS, City and District executed the Agreement on August 16, 2007 and August 10, 2007, respectively; and

WHEREAS, City and District have agreed to amend the Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

1. Exhibit A to the Agreement shall be deleted in its entirety and replaced with the new Exhibit A attached hereto.

2. Except as expressly amended by this Amendment, the Agreement remains in full force and effect as provided therein.

EXECUTED on the _____ day of _____, 2008, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. _____(R) approved by the City Council on June 9, 2008, and by District, signing by and through its authorized representative, duly authorized to execute same by action of the Plano Independent School District Board on _____, 2008.

[remainder of page intentionally left blank]

K-4

Exhibit A to Resolution No. _____

CITY OF PLANO:

APPROVED AS TO FORM:

Diane C. Wetherbee
Diane C. Wetherbee, City Attorney

Thomas H. Muehlenbeck, City Manager
Date: _____

PLANO INDEPENDENT SCHOOL
DISTRICT

Jeff Bailey
Deputy Superintendent
Date: _____

K-5

No.	Device ID	Latitude	Longitude	Sector	Installed	Name
1	IAP7051	33.05830556	-96.70275	1	Yes	Clark High School
2	IAP7052	33.04097222	-96.68994444	1	Yes	Barron Early Childhood School
3	IAP7053	33.03161111	-96.68361111	1	Yes	Bowman MS
4	IAP7054	33.03805556	-96.64641667	1	Yes	Plano East Senior High
5	MWR091	33.02094444	-96.66366667	1	Yes	Shiloh Rd and Timberline Dr, Forman Elementary School on 2/26/08
6	IAP7072	33.02725	-96.75072222	2	Yes	Plano Senior High @ 2200 Independence Parkway
7	IAP7073	33.07252778	-96.73822222	2	Yes	Special Programs @ 2221 Legacy Drive
8	IAP7105	33.016833	-96.810889	3	Yes	Shepton High School
9	IAP7106	33.043500	-96.812722	3	Yes	Plano West Senior High School
10	IAP7111	33.051389	-96.646389	1	No	4100 Coldwater Creek Ln (Hickey Elementary)
11	IAP7114	33.063472	-96.664500	1	No	6601 Cloverhaven Way (McCall Elementary)
12	IAP7118	33.021667	-96.659083	1	No	3805 Timberline Drive (Armstrong Middle School)
13	IAP7119	33.022833	-96.676528	1	No	1600 Rigsbee Drive (Meadows Elementary School)
14	IAP7121	33.02211389	-96.68981944	1	No	1717 17th Street (Williams High School)
15	IAP7122	33.02444444	-96.69573611	1	No	1313 18th St (Mendenhall ES)
16	IAP7124	33.05232222	-96.70332222	1	No	Pearson Elementary School (4000 Eagle Pass)
17	IAP7125	33.05031111	-96.72247222	1	No	1501 Cross Bend Road (Carpenter Middle School)
18	IAP7126	33.03255556	-96.72588889	1	No	Harrington Elementary School (2528 Country Place Dr)
19	IAP7128	33.01461111	-96.71969444	1	No	Sigler Elementary School (1400 Jarwood Dr)
20	MWR550	33.034028	-96.657333	1	No	2425 San Gabriel Drive (Dooley Elementary)
21	MWR694	33.0475	-96.72258333	1	No	Christie ES (3801 Rainier Rd)
22	IAP7136	33.01236111	-96.738125	2	No	Shepard Elementary @ 1000 Wilson Dr
23	IAP7138	33.01545833	-96.757275	2	No	Jackson Elementary @ 1101 Jackson Dr
24	IAP7139	33.02225	-96.75363889	2	No	Weatherford Elementary @ 2941 Mollimar Drive
25	IAP7140	33.03488889	-96.74655	2	No	Davis Elementary @ 2701 Parkhaven Drive
26	IAP7144	33.05006944	-96.74218056	2	No	Hughston Elementary @ 2601 Cross Bend Drive
27	IAP7148	33.06249444	-96.72772222	2	No	Thomas Elementary @ 6537 Blue Ridge Trail
28	IAP7151	33.08036944	-96.74304167	2	No	Bethany Elementary @ 2418 Micarta Drive
29	IAP7152	33.065575	-96.74494722	2	No	Schmelpferig Middle School @ 2400 Maumelle Dr
30	IAP7153	33.08506111	-96.70962222	2	No	Razor Elementary @ 945 Hedgcoxe Road
31	IAP7155	33.09388333	-96.76043889	2	No	Rice Middle @ 8500 Gifford Drive
32	IAP7156	33.07998333	-96.75631389	2	No	Mathews Elementary @ 7500 Marchman Way
33	IAP7164	33.04491389	-96.76021667	2	No	Wells Elementary @ 3427 Mission Ridge Road
34	MWR807	33.03110278	-96.74844722	2	No	Haggard Middle @ 2401 Westside Drive
35	MWR984	33.09158333	-96.7473	2	No	Andrews Elementary @ 2520 Scenic Drive
36	MWR1013	33.09457222	-96.75454444	2	No	Skaggs Elementary @ 3201 Russell Creek
37				3	No	Barksdale Elementary @ 2424 Midway Road
38				3	No	Brinker Elementary @ 3800 John Clark Parkway
39				3	No	Centennial Elementary @ 2609 Ventura Drive
40				3	No	Daifron Elementary @ 3900 Preston Meadow Drive
41				3	No	Gulledge Elementary @ 6801 Preston Meadow Drive
42				3	No	Haun Elementary @ 4500 Quincy Lane
43				3	No	Huffman Elementary @ 5510 Channel Isle Drive
44				3	No	Robinson Middle @ 6701 Preston Meadow Dr.
45				3	No	Jasper High School @ 6800 Archgate Drive
46				3	No	Renner Middle @ 5701 W. Parker Road
47				3	No	Sockwell Center @ 6301 Chapel Hill Blvd.
48				3	No	Hightower Elementary @ 2601 Decatur Drive
49				3	No	Beaty Early Childhood @ 1717 Nevada Drive

K-6



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory			Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		06/09/2008	Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department		Initials	Date	
Department Head	Gregory W. Rushin		Executive Director		
Dept Signature:	<i>Gregory W. Rushin</i>		Manager	<i>[Signature]</i>	5.29.08
Agenda Coordinator (include phone #):			Pam Haines, ext 2538		
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					
<p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN INTEGRIAN, INC. AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	35,250	0	35,250
Encumbered/Expended Amount		0	0	0	0
This Item		0	-65,255	0	-65,255
BALANCE		0	-30,005	0	-30,005
FUND(S): TECHNOLOGY FUND (62) \$35,250; CRIMINAL INVESTIGATION FUND (12) \$30,005.					
COMMENTS: Funds in the amount of \$35,520 are available in the 2007-08 Technology Fund for the fiber cabling and installation related to the Police Department DVR and MDC replacement project. The overage in the amount of \$30,005 will be covered by the 2007-08 Criminal Investigative Fund Budget.					
STRATEGIC PLAN GOAL: Mounting hardware for the Digital Video Recorders and Mobile Data Computers relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Integrian, Inc., is the vendor installing new digital video recording equipment in Plano Police Department police vehicles. This amendment will provide for the installation and activation of upload ports at police substation facilities 801 and 802 which were not provided in the original contract and first amendment. The installation of upload ports at 801 and 802 will allow patrol officers to upload video recordings directly from their vehicles to storage devices for further processing and archiving.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Exhibit "A"					

61

RESOLUTION NO. _____

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

WHEREAS, the City Council has been presented a proposed Second Amendment to Agreement for installation of the DP2 system services between Integrian, Inc. and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Second Amendment"); and,

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

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

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

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

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

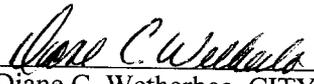
DULY PASSED AND APPROVED this the _____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS § Second Amendment of Agreement
 §
 §
 COUNTY OF COLLIN §

THIS Second Amendment of Agreement (hereinafter "Second Amendment") is made and entered into on this the ____ day of May, 2008, by and between Integrian, Inc., a _____ Corporation (hereinafter "Integrian, Inc."), Morrisville, North Carolina, and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City approved a contract with Integrian, Inc. on April 23, 2007 for installation of the DP2 system services (hereinafter "Services"); and

WHEREAS, City and Integrian, Inc. agreed to a letter agreement ("First Amendment") dated April 17, 2008 modifying the terms of the contract to provide specific completion dates and performance standards; and

WHEREAS, City and Integrian, Inc., desire to further amend their agreement ("Second Amendment") to provide the additional services as set forth in Exhibit "A", attached hereto.

NOW THEREFORE, IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the parties agree as follows:

Beginning on the effective date of this Second Amendment and continuing through the remaining term of the Agreement, scope of services and compensation is hereby amended to include services as set out on the Exhibit "A".

In the event of any conflict or inconsistency between the provisions set forth in this Second Amendment and the original agreement or First Amendment, priority of interpretation shall be in the following order: Second Amendment, First Amendment, original agreement. Except as provided herein, all other terms and conditions of the original agreement and First Amendment shall remain unchanged and shall remain in full force and effect.

63

IN WITNESS WHEREOF, this Second Amendment is effective on the date first written above.

INTEGRIAN, INC.

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

64



511 Davis Drive, Morrisville, NC 27560
(919) 472-5016

May 21, 2008

Ms. Barbara A. Smith
Administrative Manager
Plano Police Department
909 - 14th Street
Plano, TX 75074

IN RE: Amended Agreement for Services Provided by Integrian, Inc. to the Plano Police Department

Dear Ms. Smith:

The following is a proposal to amend the agreement for services being provided by Integrian, Inc. to the Plano Police Department as part of the Digital Video Recording contract. We are proposing to install and activate upload ports at both the substation facilities referred to as 801 and 802.

SCOPE OF SERVICES

CABLING SYSTEM DESIGN

Project Overview:

Integrian, Inc. will subcontract with the Richmond Communications Group, Inc. to provide Gigabit Ethernet connectivity for Digital Patroller docking stations for the Plano Police Department facilities located at 7501-A Independence Parkway and at 5600 Democracy Drive, Plano, Texas. Our proposal consists of fiber optic cabling, electrical circuits and media converters for the Digital Patroller docking stations. This proposal is based on site survey and specifications furnished by Integrian. Richmond Communications shall install a standards compliant, structured cabling system consistent with EIA/TIA 568B cabling standards, along with Integrian requirements.

Facility 801 - 7501-A Independence Parkway

- Furnish and install three (3) freestanding docking stations and weather-proof enclosures in the area of the parking lot adjacent to the building.
- Furnish and install four (4) docking stations and weather-proof enclosures along the perimeter fence.
- Furnish and install fourteen (14) hardened industrial type Gigabit Ethernet media converters in the outdoor enclosures and fourteen (14) standard Gigabit Ethernet media converters in the telecom room.
- Furnish and install 1-1/2" underground conduit from the west exterior wall to service the docking stations.
- Furnish and install 6-strand multi-mode (62.5µm) indoor/outdoor rated fiber cable to the seven (7) weather-proof enclosures.

66

- Furnish and install electrical circuits to each enclosure to power the media converters.
- Furnish and install one (1) 7' X 19" equipment rack in the telecom room.
- Furnish and install one (1) rack mount fiber distribution enclosure in the equipment rack.
- Furnish and install one (1) rack mount chassis to house the media converters in the equipment rack.
- Cables shall be installed in "home-run" topology from the telecom room to each of the seven enclosures.
- Furnish and install all associated cabling, conduit and devices for a fully functional system.

Facility 802 – 5600 Democracy Drive

- Furnish and install three (3) free standing weather-proof enclosures along the fence on the east side of the building.
- Furnish and install six (6) hardened industrial type Gigabit Ethernet media converters in the outdoor enclosures and six (6) standard Gigabit Ethernet media converters in the telecom room.
- Furnish and install 1-1/2" underground conduit from the east exterior wall to service the docking stations.
- Furnish and install 6-strand multi-mode (62.5µm) indoor/outdoor rated fiber cable to the three (3) weather-proof enclosures.
- Furnish and install electrical circuits to each enclosure to power the media converters.
- Furnish and install one (1) rack mount fiber distribution enclosure in the existing equipment rack.
- Cables shall be installed in "home-run" topology from the telecom room to each of the three enclosures.
- Furnish and install all associated cabling, conduit and devices for a fully functional system.

TESTING / WARRANTY

Testing of each fiber strand will be performed using the Agilent Wirescope 350 level 2 cable scanner. Richmond shall provide Integrian the Richmond 3 year labor and materials warranty. A soft copy of each fiber strand certification test result generated by the Agilent Wirescope 350 level 2 cable scanner shall be submitted in a PDF file after the successful completion of these testing procedures.

CUSTOMER ACCEPTANCE

Richmond Communications represents, warrants, covenants and agrees that; (a) each of its employees assigned to perform services under this Agreement shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in a neat manner and Richmond will clean up all dirt, debris and trash in connection with our installation of the Project; and (b) Integrian shall receive free, good and clear title to all materials and products provided under this Agreement, and this will transfer to Plano PD upon completion of the installation. At the conclusion of the installation, Richmond shall perform a walk-through with the owner's representative to ensure installation quality and accurate performance of the work. Richmond shall make any required modifications or corrections to the installation within two (2) business days of the preliminary walk-through.

DOCUMENTATION

Richmond Communications shall furnish no more than ten (10) days after the afore-mentioned walk-through to the Plano Police Department the final "as-built" documentation package consisting of floor plans showing main cable pathways, outlet locations with the approved labeling format and test results. A laminated copy of the Cad documentation will be provided to customer. A soft copy shall be provided in

Autocad 2007 DWG file format on CD. If an acceptable file format is not available from customer then an as-built drawing will be made on a copy of the customers provided blue prints. Drawing shall be generated from drawing sent by Integrian. A soft copy of each fiber strand certification test result generated by the Agilent Wirescope 350 level 2 cable scanner shall be submitted in a PDF file after the successful completion of these testing procedures.

QUALIFICATIONS AND ASSUMPTIONS

We have included the following:

- An adequate number of qualified field technicians to meet the installation schedule.
- Delivery cost for tools, equipment, and materials, provided by Richmond Communications Group, Inc. to project site.
- All Richmond Communications Group, Inc. provided materials is in strict compliance with Integrian requirements as we understand them and the provided drawings.
- 3-year Richmond Warranty which will be written for the Plano Police Department.

Exceptions:

- Providing and/or installing any poke-throughs or floor boxes.
- Providing and/or installing fire-stopping products other than those used to seal conduit sleeves and floor penetrations where Richmond has placed cable for this project.
- Installing a ground buss-bar from the electrical panel to IT room.
- Terminating PBX patch panels from phone system in racks.

We have assumed the following:

- Richmond Communications personnel will be provided continuous access to areas where work is to be performed for the duration of the installation period.
- All installation personnel will be given access badges, keys, and/or escorts in order to perform the work in a timely and cost effective manner.
- An adequate area for on-site storage of tools, equipment, and materials will be provided.
- The installation/placement of network electronics will be performed by others.
- On-site restrooms and drinking water for the use of Richmond Communications Group, Inc. personnel will be provided.
- Electrical power will be provided in close proximity to the area where work will be performed.
- Parking facilities, for use by Richmond's personnel, will be provided in close proximity to the project site.
- Richmond's work on-site does not violate any existing agreements with trade unions.
- Integrian will appoint a representative to act as a single point of contact for Richmond's on-site personnel.
- After installation and once acceptance is completed return trips for operational verification of other vendor's equipment, will be at current T&M rates.
- Delays due to closing, material unavailability, limited access, changes in scope of work, or other events which in effect are caused by Integrian or Integrian' other contractors, will be billed at a rate of (\$45.00) per labor hour per workman for every hour the delay exist.
- All work is assumed to be performed during normal business hours between 7:00 AM and 4:00 PM, Monday through Friday.

L-8

INVOICING AND PAYMENT TERMS

Integrian will invoice as follows: Upon completion of project.

PRICING SUMMARY

The following pricing summary is for the installation of a structured cabling system for Plano PD at 801 – 7501-A Independence Parkway.

08252- Fiber Installation	
Materials	\$ 35,044.81
Labor	\$ 10,710.43
Sales Tax	\$ 0.00
System Total	\$ 45,755.24

The following pricing summary is for the installation of a structured cabling system for Plano PD at 802 – 5600 Democracy

08253 – Fiber Installation	
Materials	\$ 14,767.50
Labor	\$ 4,732.20
Sales Tax	\$ 0.00
System Total	\$ 19,499.70

The total amount due to Integrian for these services will be \$65,254.94.

Accepted by Purchaser	Integrian
BY _____	BY <u>Julia McIntyre</u>
Title _____	Title <u>Project Manager</u>
Date _____	Date <u>May 22, 2008</u>
PO # _____	

Upon acceptance of this proposal, please sign and return via fax to (919) 472-5099

**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/9/08		Reviewed by Legal <i>dw</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date	
Department Head	Diane Wetherbee		Executive Director		
Dept Signature:	<i>Diane Wetherbee</i>		City Manager	<i>[Signature]</i>	05-30-08
Agenda Coordinator (include phone #): Lynne Jones - 7109					

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING OUTSIDE EMPLOYMENT WITH SOUTHERN METHODIST UNIVERSITY FOR THE CITY ATTORNEY, DIANE WETHERBEE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This Resolution authorizes outside employment with Southern Methodist University for Diane Wetherbee

List of Supporting Documents:
n/a

Other Departments, Boards, Commissions or Agencies
n/a

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING OUTSIDE EMPLOYMENT WITH SOUTHERN METHODIST UNIVERSITY FOR THE CITY ATTORNEY, DIANE WETHERBEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Attorney has requested permission from the City Council to engage in outside employment with Southern Methodist University as a teacher in its dispute resolution program; and

WHEREAS, City policy requires any outside employment for Council appointees be approved by the City Council; and

WHEREAS, the City Council of the City of Plano approves of this request with certain conditions.

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

Section I. City Attorney Diane Wetherbee's request for outside employment to teach with the Southern Methodist University program for dispute resolution is hereby approved as long as this activity does not interfere with any of her duties as City Attorney or involve any use of City resources.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

m-2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/9/08	Reviewed by Legal <i>HW</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>R. Williams</i>	City Manager	<i>RJA</i>	<i>5/28/08</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, FINDING BRENDA MAMMEL IS ENTITLED TO DEFENSE REPRESENTATION PURSUANT TO CITY CODE OF ORDINANCES IN CONNECTION WITH THE MATTER OF BOBBY COLE, LANCE HAYNES, AND ALLEN WEST V. BRENDA MAMMEL; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
This Resolution provides defense representation for Brenda Mammel in the above-referenced lawsuit.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

n-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, FINDING BRENDA MAMMEL IS ENTITLED TO DEFENSE REPRESENTATION PURSUANT TO CITY CODE OF ORDINANCES IN CONNECTION WITH THE MATTER OF BOBBY COLE, LANCE HAYNES, AND ALLEN WEST V. BRENDA MAMMEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has reviewed the matter entitled Bobby Cole, Lance Haynes, and Allen West v. Brenda Mammel in the 380th District Court, Collin County, Texas, and finds that defense representation is appropriate for Brenda Mammel pursuant to Section 2-10 of the City Code of Ordinances.

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

Section I. The City Council finds that based upon the pleadings in the above-referenced lawsuit, the defense representation for Brenda Mammel is appropriate pursuant to the terms of City Code of Ordinances Section 2-10.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2008.

Pat Evans, MAYOR

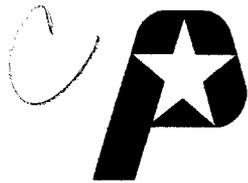
ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

n-2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/9/08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch		Executive Director	6/2/08
Dept Signature:	<i>Alan Upchurch</i>		City Manager	6/2/08
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5274	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approving the terms and conditions of a Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company providing for the conversion of overhead electric facilities to underground along 15 th Street from G Avenue to the DART Railway; authorizing its execution by the City Manager, or in his absence an Executive Director; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	149,055	0	149,055
Encumbered/Expended Amount	0	-149,055	0	-149,055
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): EASTSIDE TIF				
COMMENTS: Funding for this discretionary service agreement for the 15 th Street – G to I project is available from the Eastside TIF. This item, in the amount of \$149,055, is included in the Street Improvement CIP.				
STRATEGIC PLAN GOAL: Moving electric utilities underground relates to the City Goals of Livable and Sustainable Community and Premier City in which to live.				
SUMMARY OF ITEM				
The City has been working with Oncor for some time to remove the overhead electrical lines along 15 th Street and place them underground. Oncor has estimated the cost to be \$149,055 as identified in the attached Discretionary Service Agreement. This resolution authorizes the City Manager to execute the agreement.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DISCRETIONARY SERVICE AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND ONCOR ELECTRIC DELIVERY COMPANY PROVIDING FOR THE CONVERSION OF OVERHEAD ELECTRIC FACILITIES TO UNDERGROUND ALONG 15TH STREET FROM G AVENUE TO THE DART RAILWAY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Discretionary Service Agreement by and between the City of Plano, Texas, and Oncor Electric Delivery Company providing terms and conditions for the conversion of overhead electric facilities to underground along 15th Street from G Avenue to the DART Railway, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

0-2

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

DULY PASSED AND APPROVED the _____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

0-3

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Revision: Original

6.3.4 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this ___ day of _____, 2008 by **Oncor Electric Delivery Company LLC ("Company")**, a Delaware limited liability company, and **The City of Plano ("Customer")**, a Municipality, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Customer agrees to pay \$149,055.00 to convert overhead facilities to underground facilities along 15th Street beginning at the DART rails just west of J Avenue and ending at G Avenue. Facilities to be removed include 9 Oncor poles, 7 attachments to foreign poles, approximately 1345 ft of large wire overhead three phase conductor, 770 ft of small wire overhead three phase conductor, 7 pole mounted transformers and 235 ft of #1000 AL three phase underground primary conductor. Facilities to be installed include approximately 1200 ft #1000 AL three phase underground primary conductor, 275 ft of #1/0 AL single phase underground primary conductor, 720 ft of various sizes of underground secondary, a 112 kva three phase and a 50 kva single phase pad mount transformer, 7 poles, 160 ft of small wire overhead three phase conductor, 440 ft of small wire overhead third phase, and two pole mount transformers. Customer agrees to provide and install all civil construction including conduit and concrete equipment pads per Oncor specifications. Customer also agrees to convert existing service entrances and meter bases from overhead type to underground type. Customer also agrees to provide easements for pad mounted equipment.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective when agreement is executed and continues in effect until October 30, 2008. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation none [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:
Oncor Electric Delivery Company
Attn: Chris Dulaney
400 W. Virginia
McKinney, TX 75069

0-4

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: January 1, 2002

Revision: Original

(b) If to Customer:
Mr. Alan Upchurch
City of Plano
P.O. Box 860358
Plano, TX 75086

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Mr. Alan Upchurch
City of Plano
P.O. Box 860358
Plano, TX 75086

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** – Construction will not be scheduled to begin until easement encroachment agreement is secured. City of Plano agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

Oncor Electric Delivery

City of Plano

BY: _____

BY: _____

TITLE: _____

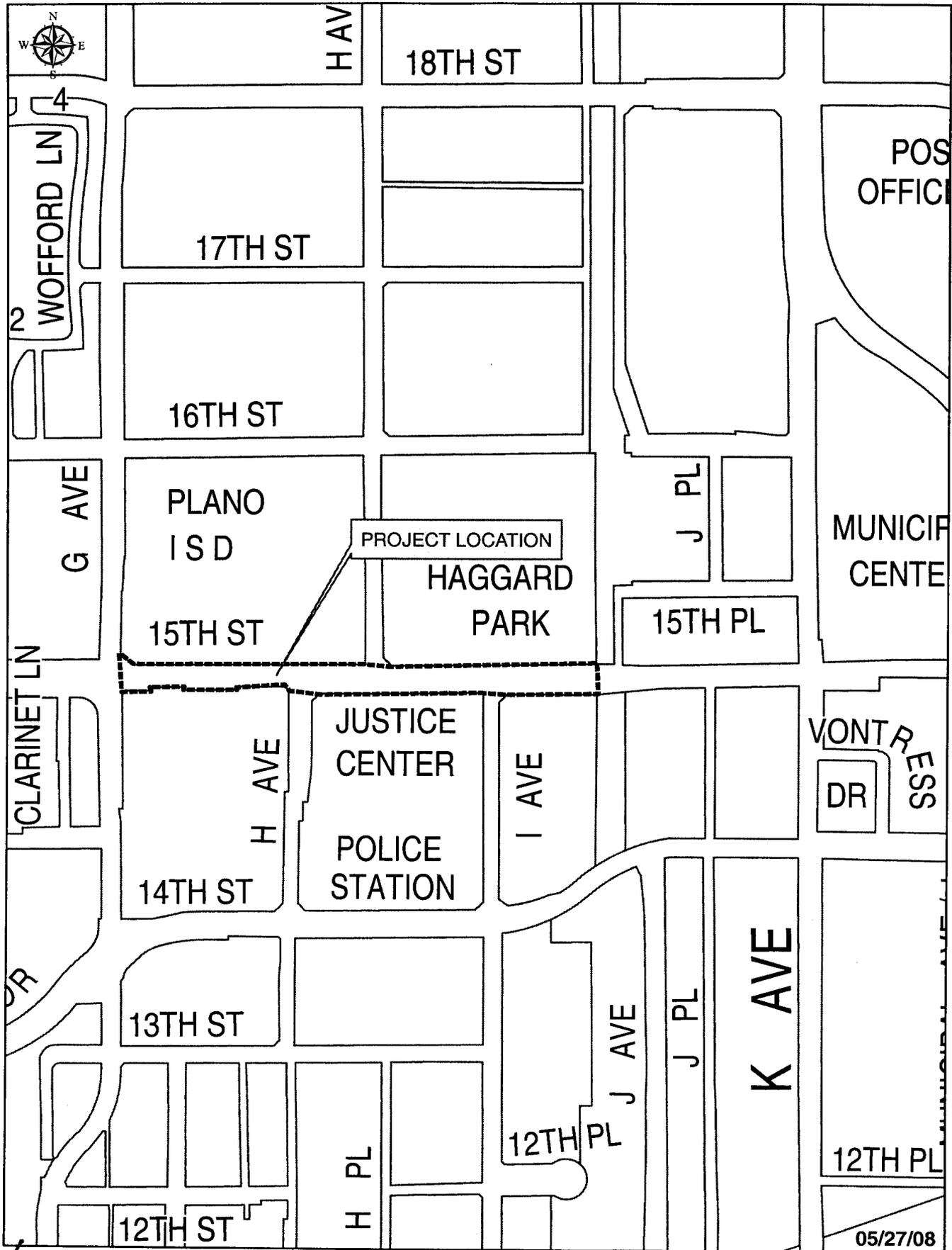
TITLE: _____

DATE: _____

DATE: _____

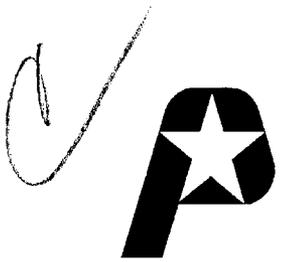
05

ONCOR ELECTRIC FACILITIES CONVERSION



0-6

LOCATION MAP



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 6/9/08		Reviewed by Legal <i>SW</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary		Initials	Date
Department Head	Diane Zucco		Executive Director	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 05.30.08
Agenda Coordinator (include phone #):		Sharon Kotwitz - x7120		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To adopt and enact Supplement Number 82 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact				
SUMMARY OF ITEM				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ADOPTING AND ENACTING SUPPLEMENT NUMBER 82 TO THE CODE OF ORDINANCES FOR THE CITY OF PLANO; PROVIDING FOR AMENDMENT TO CERTAIN SECTIONS OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, §3.11 of the City of Plano Charter provides that the City Council has the power to have its ordinances codified and printed in Code form, and that such printed form shall have full force and effect without the necessity of publishing the same or any part thereof in a newspaper; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 82;

WHEREAS, The City Council wishes to adopt the ordinance codification version appearing in Supplement 82 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement 82 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 9th day of June, 2008.

Pat Evans, 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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 6/9/08		Reviewed by Legal	<i>DM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date	
Department Head	Phyllis M. Jarrell		Executive Director	<i>[Signature]</i>	
Dept Signature:	<i>P. Jarrell</i>		City Manager	6/2/08	
Agenda Coordinator (include phone #): Doris Carter, ext. 5350					

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, VACATING ORDINANCE NO. 2008-5-22, THEREBY RESCINDING THE ZONING DESIGNATION OF PLANNED DEVELOPMENT-REGIONAL EMPLOYMENT GRANTED THEREIN, AND ADOPTING THIS ORDINANCE TO CORRECT A CLERICAL ERROR, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, SO AS TO REZONE 40.2± ACRES OUT OF THE JAMES F. CHENOWETH SURVEY, ABSTRACT NO. 222 AND THE WILLIAM MILLER SURVEY, ABSTRACT NO. 568, LOCATED AT THE NORTHEAST CORNER OF DALLAS NORTH TOLLWAY AND PLANO PARKWAY, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM REGIONAL EMPLOYMENT TO PLANNED DEVELOPMENT-200-REGIONAL EMPLOYMENT; 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.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(s):

COMMENTS:

SUMMARY OF ITEM

This ordinance is to correct an error in assigning a planned development number to the Planned Development-Regional Employment zoning granted.

List of Supporting Documents:
Ordinance

Other Departments, Boards, Commissions or Agencies

9-1

ORDINANCE NO. _____
(Zoning Case 2008-27)

AN ORDINANCE OF THE CITY OF PLANO, VACATING ORDINANCE NO. 2008-5-22, THEREBY RESCINDING THE ZONING DESIGNATION OF PLANNED DEVELOPMENT-REGIONAL EMPLOYMENT GRANTED THEREIN, AND ADOPTING THIS ORDINANCE TO CORRECT A CLERICAL ERROR, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, SO AS TO REZONE 40.2± ACRES OUT OF THE JAMES F. CHENOWETH SURVEY, ABSTRACT NO. 222 AND THE WILLIAM MILLER SURVEY, ABSTRACT NO. 568, LOCATED AT THE NORTHEAST CORNER OF DALLAS NORTH TOLLWAY AND PLANO PARKWAY, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM REGIONAL EMPLOYMENT TO PLANNED DEVELOPMENT-200-REGIONAL EMPLOYMENT; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 12th day of May, 2008, for the purpose of considering rezoning 40.2± acres out of the James F. Chenoweth Survey, Abstract No. 222 and the William Miller Survey, Abstract No. 568, located at the northeast corner of Dallas North Tollway and Plano Parkway in the City of Plano, Collin County, Texas, from Regional Employment to Planned Development-200-Regional Employment; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 12th day of May, 2008; and

WHEREAS, on May 27, 2008, Ordinance No. 2008-5-22 was duly passed and approved by the City Council of the City of Plano, which ordinance, due to a clerical error, failed to assign a planned development number to the Planned Development-Regional Employment zoning granted; and

WHEREAS, the City Council is of the opinion and finds that the clerical error may be corrected by vacating Ordinance No. 2008-5-22 and adopting this ordinance which correctly assigns Planned Development-200-Regional Employment to the rezoned properties, which action will 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.

9-2
Z:ORD\ZC2008-27

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

Section I. Due to a clerical error, Ordinance No. 2008-5-22, duly passed and approved by the City Council of the City of Plano, Texas, on May 27, 2008, is hereby vacated.

Section II. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 40.2± acres out of the James F. Chenoweth Survey, Abstract No. 222 and the William Miller Survey, Abstract No. 568, located at the northeast corner of Dallas North Tollway and Plano Parkway in the City of Plano, Collin County, Texas, from Regional Employment to Planned Development-200-Regional Employment, said property being described in the legal description on Exhibit "A" attached hereto.

Section III. The change granted in Section II is granted subject to:

1. Retail and service uses shall not be limited in area and may be constructed as freestanding buildings. Retail and service uses are not subject to the maximum ten percent floor area and site plan requirements of the RE district.
2. Freestanding restaurants may be any size and are not subject to the minimum 5,000 square feet of gross floor area requirement of the RE district. Restaurants shall not have drive-through lanes.
3. Freestanding parking structures accessory to hotel use shall conform to the general RE height and setback standards of the RE district and shall not be subject to the RE hotel setback standards.
4. A 30-foot wide landscape edge shall be provided along Parkwood Boulevard. The landscape edge standards and improvements shall be those specified for the Dallas North Tollway Overlay District.
5. The maximum floor area for retail uses is 90,000 square feet. The maximum floor area for all other uses is 850,000 square feet.

Section IV. 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 V. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section VI. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section VII. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VIII. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section IX. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 9TH DAY OF JUNE, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

9-4
Z:\ORD\ZC2008-27

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the James F. Chenoweth Survey, Abstract No. 222 and the William Miller Survey, Abstract No. 568 and being a portion of a called 41.671 acre tract of land conveyed to 831 Trophy, L.P., as evidenced in a Special Warranty Deed recorded under Instrument No. 20070712000957810, Land Records of Collin County, Texas, and being the western half of Parkwood Boulevard, the northerly half of Plano Parkway and a portion of the Dallas North Tollway, said tract being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the centerline of Parkwood Boulevard (originally dedicated as an 85 foot wide right-of-way) with the centerline of Plano Parkway (originally dedicated as a 120 foot wide right-of-way), same being the point of curvature of a non-tangent curve to the right;

THENCE in a westerly direction, along the centerline of said Plano Parkway and along the arc of said curve to the right, through a central angle of $05^{\circ} 06' 12''$, having a radius of 3,274.00 feet, a chord bearing of South $86^{\circ} 11' 27''$ East, a chord distance of 291.51 feet and an arc length of 291.61 feet to the end of said curve;

THENCE South $88^{\circ} 18' 26''$ West, continuing along the centerline of said Plano Parkway, a distance of 496.43 feet to the intersection of the centerline of said Plano Parkway with the centerline of the Dallas North Tollway (a variable width right-of-way);

THENCE North $00^{\circ} 50' 44''$ West, along the centerline of said Dallas North Tollway, a distance of 527.66 feet to the point of curvature of a non-tangent curve to the left;

THENCE in a northerly direction, continuing along the centerline of said Dallas North Tollway and along the arc of said curve to the left, through a central angle of $09^{\circ} 13' 45''$, having a radius of 5,729.58 feet, a chord bearing of North $05^{\circ} 27' 36''$ West, a chord distance of 921.92 feet, and an arc length of 922.92 feet to the end of said curve;

THENCE North $10^{\circ} 04' 29''$ West, continuing along the centerline of said Dallas North Tollway, a distance of 357.90 feet to the point of curvature of a non-tangent curve to the right;

THENCE in a northerly direction, continuing along the centerline of said Dallas North Tollway and along the arc of said curve to the right, through a central angle of $01^{\circ} 07' 31''$, having a radius of 5,729.58 feet, a chord bearing of North $10^{\circ} 02' 26''$ West, a chord distance of 112.52 feet, and an arc length of 112.52 feet to the end of said curve;

THENCE North $89^{\circ} 20' 29''$ East, departing the centerline of said Dallas North Tollway, passing the east right-of-way line of said Dallas North Tollway and the west line of said 41.671 acre tract, crossing said 41.671 acre tract, passing the east line of said 41.671 acre tract and the west right-of-way line of aforesaid Parkwood Boulevard, and continuing for a total distance of 1,071.52 feet to the aforesaid centerline of Parkwood Boulevard;

THENCE in a southerly direction, along the centerline of said Parkwood Boulevard, the following:

South $00^{\circ} 39' 55''$ East, a distance of 865.49 feet to the point of curvature of a non-tangent curve to the right;

Along the arc of said curve to the right, through a central angle of $17^{\circ} 41' 06''$, having a radius of 1,600.00 feet, a chord bearing of South $07^{\circ} 07' 42''$ West, a chord distance of 491.90 feet, and an arc length of 493.86 feet to the point of reverse curvature of a curve to the left;

Along the arc of said curve to the left, through a central angle of $17^{\circ} 20' 26''$, having a radius of 1,500.00 feet, a chord bearing of South $07^{\circ} 18' 54''$ West, a chord distance of 452.24 feet, and an arc length of 453.97 feet to the end of said curve;

South $01^{\circ} 18' 45''$ East, a distance of 84.74 feet to the POINT OF BEGINNING and CONTAINING 40.18 acres of land, more or less.

9-6
Z:ORD ZC2008-27



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/9/2008		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Customer and Utility Services			Initials	Date
Department Head	Mark Israelson			Executive Director	
Dept Signature:	<i>[Signature]</i>			City Manager	<i>[Signature]</i>
Agenda Coordinator (include phone #):		Nancy Rodriguez X7510			

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AMENDING ORDINANCE NO. 2006-8-10 BETWEEN THE CITY AND ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, TO PROVIDE FOR A DIFFERENT CONSIDERATION; PROVIDING FOR ACCEPTANCE BY ATMOS ENERGY CORPORATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

SECOND READING

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 08/09 and future years	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): GENERAL FUND (01)

COMMENTS: Gas Franchise Fee Revenues are included annually in the General Fund budget. The current franchise fee rate of 4% was adopted in November 1992. This item increases the fee rate from 4% to 5% effective may 1, 2008. Franchise fees are a significant source of revenue for the General Fund. The payment from Atmos is due January 31st

STRATEGIC PLAN GOAL: The periodic review of franchise fee agreements relates to the City's Goal of "Service Excellence."

SUMMARY OF ITEM

The City of Plano and Atmos Energy Corporation are amending the Ordinance No. 2006-8-10 to increase the franchise fee from 4% to 5%.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AMENDING ORDINANCE NO. 2006-8-10 BETWEEN THE CITY AND ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, TO PROVIDE FOR A DIFFERENT CONSIDERATION; PROVIDING FOR ACCEPTANCE BY ATMOS ENERGY CORPORATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, Atmos Energy Corporation ("Company") is engaged in the business of furnishing and supplying gas to the general public in the City, including the transportation, delivery, sale, and distribution of gas in, out of, and through the City for all purposes, and is using the public streets, alleys, grounds and rights-of-ways within the City for that purpose under the terms of a franchise ordinance duly passed by the governing body of the City and duly accepted by Company or its predecessor in interest; and

WHEREAS, the City and Company desire to amend said franchise ordinance to provide for a different consideration;

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

Section I. The consideration payable by Company for the rights and privileges granted to Company by the franchise ordinance duly passed by the governing body of this City and accepted by Company or its predecessor in interest is hereby changed to be five percent (5%) of the Gross Revenues, as defined in Section 1.A. in the franchise ordinance.

Section II. Franchise payments shall be made on the dates prescribed in the existing franchise and shall be for the rights and privileges of the respective period during which the payment is made.

Section III. This Ordinance shall take effect on May 1, 2008. Company shall, within thirty (30) days from the receipt of this ordinance, file its written acceptance of this ordinance with the Office of the City Secretary.

Section IV. In all respects, except as specifically and expressly amended by this ordinance, the existing franchise ordinance heretofore duly passed by the governing body of the City shall remain in full force and effect.

Section V. The City shall provide a copy of this Ordinance to Mr. David Park, VP of Rates and Regulatory Affairs, Atmos Energy Corp., 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, no later than ten (10) business days after its final passage and approval.

Section VI. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

1-2

Section VII. All provisions of the Code of Ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section VIII. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section IX. This Ordinance shall be read at two separate regular meetings of the City Council of the City of Plano with the second meeting to be at least 30 days from the first reading, and shall be published once each week for four (4) consecutive weeks in the official newspaper of the City of Plano.

Section X. This Ordinance shall become effective 30 days after its final passage and publication as required by City Charter and conditioned upon Atmos executing the written acceptance of this Ordinance; otherwise this Ordinance shall be null and void.

DULY PASSED AND APPROVED ON FIRST READING THIS 28th **DAY**
OF April, **2008.**


PAT EVANS, MAYOR

ATTEST:


Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:


Diane C. Wetherbee, CITY ATTORNEY

DULY PASSED AND APPROVED ON SECOND READING (which date is at least 30 days from the first reading) THIS _____ DAY OF _____, 2008.

PAT EVANS, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACCEPTED BY ATMOS ENERGY CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

1-4

2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date:	6/9/2008		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane		Executive Director	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>
Agenda Coordinator (include phone #):		Brianna Alvarado X7479		
ACTION REQUESTED:				
<input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PUBLIC HEARING				

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 114 FOR A TAX ABATEMENT CONSISTING OF A 16.0258 ACRE TRACT OF LAND LOCATED AT THE SOUTHWEST CORNER OF LEGACY DRIVE AND COMMUNICATIONS PARKWAY, IN THE CITY OF PLANO, TEXAS ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): GENERAL

COMMENTS: The fiscal impact is contingent upon the value of improvements made to the property. Currently, the real property is estimated to have an approximate taxable value of not less than \$5,500,000 and the business personal property to have an estimated value of \$2,000,000. The Proposed real property and business personal property tax abatement on the improvements will begin January 1, 2010 and continue to December 31, 2019, and will be equal to 50% for ten (10) years.

SUMMARY OF ITEM

This is related to Diodes Incorporated, a Delaware corporation request for tax abatement. This Ordinance creates the geographical zone in which Council will hold a Public Hearing earlier on the same Agenda date. Notice of Public Hearing to be published on May 29, 2008.

List of Supporting Documents:

Notice of Public Hearing

2-1

INTEROFFICE MEMORANDUM

TO: Thomas H. Muehlenbeck
City Manager

DATE: May 29, 2008

FROM: John F. McGrane
Director of Finance

CC: Cindy Pierce
Exec. Admin. Asst.

SUBJECT: Tax Abatement for Diodes Incorporated– Reinvestment Zone 114

Diodes Inc., will complete construction improvements and/or repairs to the Real Property consisting primarily of a new building that totals 40,000 gross square feet of office space. Reinvestment zone 114 will consist of a 16.0258 acre tract of land located at the southwest corner of Communications Parkway and Legacy Drive. The development will result in approximately 110 full time jobs.

The tax abatement will be based on the following values; the estimated amount of \$5,500,000 of real property and \$2,000,000 of business personal property. This tax abatement will be for a period of ten years, from January 1, 2010 through December 31, 2019, and shall be based on amounts equal to 50% for real property, and 50% for business personal property which is a savings of \$13,021.50 annually for real property and \$4,735.00 annually for business personal property, at the current rate of .4735.

NOTICE OF PUBLIC HEARING

The City Council of the City of Plano will hold a Public Hearing in the Council Chamber of the Municipal Building, 1520 Avenue K, at 7:00 p.m. on Monday, June 9, 2008, to consider the creation of Reinvestment Zone No. 114 in accordance with V.T.C.A., Tax Code §312.201, as amended for the purpose of considering a tax abatement. Said Reinvestment Zone No. 114 being a 16.0258 acre tract of land out of the **Henry Cook Survey, Abstract No. 180** in the City of Plano, Collin County Texas, being part of the 35.80 acre tract of land described as Tract 12 in deed to West Plano Land Company, L.P., recorded in Collin County Clerk's File No. 20060920001358250 of the Land Records of Collin County, Texas and with said premises being more particularly described by metes and bounds on file in the Finance Department.

23

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 114 FOR A TAX ABATEMENT CONSISTING OF A 16.0258 ACRE TRACT OF LAND LOCATED AT THE SOUTHWEST CORNER OF LEGACY DRIVE AND COMMUNICATIONS PARKWAY, IN THE CITY OF PLANO, TEXAS ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for retail tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 9th day of June, 2008, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

Section I. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

25

Section II. Definitions. For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.
- b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.
- c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.
- d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

Section III. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and
- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and
- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that

2-6

would be a benefit to the property and that would contribute to the economic development of the City"; and

- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 114, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2010.

Section VI. To be eligible for tax abatement a project shall:

- a) Be located wholly within the zone as established herein.
- b) Have a minimum expenditure on real property improvements equal to or greater than **Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00)** and a minimum expenditure on business personalty equal to or greater than **Two Million and No/100 Dollars (\$2,000,000.00)**.
- c) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.
- d) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- e) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

Section VII. Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of taxable real property (and personalty) value from taxation as approved hereunder as shown below:

- a) Duration of Exemption – ten (10) consecutive tax years beginning with and including the January 1, 2010 assessment date.

2-7

- b) Share of taxes abated - percentage of taxes on total value of appraised Real and Business Personal Property and Improvements at the rate of: 50% for the years 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, and 2019.

Section VIII. Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property;
- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements;
- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

Section IX. If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section X. This Ordinance shall become effective from and after its date of passage.

DULY PASSED AND APPROVED this 9th day of June, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

2-8

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 114
Real Property
Metes and Bounds

BEING a tract of land out of the Henry Cook Survey, Abstract No. 180 in the City of Plano, Collin County, Texas, being part of the 35.80 acre tract of land described as Tract 12 in deed to West Plano Land Company, L.P., recorded in Collin County Clerk's File No 20060920001358250 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with a red plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) for the north corner of a corner clip at the intersection of the south right-of-way line of Legacy Drive dedicated to the City of Plano according to the plat recorded in Cabinet C, Page 774 of the Map Records of Collin County, Texas and the west right-of-way line of Communications Parkway, dedicated to the City of Plano according to the plat recorded in Cabinet M, Page 30 of the Map Records of Collin County, Texas;

THENCE with said west right-of-way line, the following courses and distances to wit:

- South 45°07'49" East, a distance of 39.63 feet to a 5/8" iron rod set for corner;
- South 00°10'36" East, a distance of 182.00 feet to a 5/8" iron rod set for corner;
- South 01°47'58" East, a distance of 150.06 feet to a 5/8" iron rod set for corner;
- South 00°10'35" East, a distance of 485.64 feet to a 5/8" iron rod set for corner;

THENCE leaving the west right-of-way line of Communications Parkway, South 89°49'25" West, a distance of 843.58 feet to a 5/8" iron rod set in the 36.22 acre tract of land described in deed to Ericsson, recorded in Volume 4549, Page 2263 of the Land Records of Collin County, Texas;

THENCE with the east line of 36.22 acre tract, the following courses and distances to wit:

- NORTH a distance of 177.84 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left with a radius of 335.00 feet, a central angle of 88°03'13", and a chord bearing and distance of North 02°43'52" East, 374.92 feet;
- Northeasterly, with said curve, an arc distance of 397.90 feet to a 5/8" iron rod found for the beginning of a reverse curve to the right with a radius of 280.00 feet, a central angle of 31°17'44", and a chord bearing and distance of North 15°38'52" West, 151.05 feet;
- Northwesterly, with said curve, an arc distance of 152.94 feet to a 5/8" iron rod found for corner;
- NORTH, a distance of 149.31 feet to a 5/8" iron rod set in the south right-of-way line of said Legacy Drive for the beginning of a non-tangent curve to the left with a radius of 2023.56 feet, a central angel of 0°47'06", and a chord bearing and distance of South 89°41'46" East, 27.73 feet;

THENCE with said south right-of-way line, the following courses and distances to wit:

- Southeasterly, with said curve, an arc distance of 27.73 feet to a 5/8" iron rod set for corner;
- North 89°54'41" East, a distance of 803.87 feet to the POINT OF BEGINNING and containing 698,083 square feet or 16.0258 acres of land.

2-9



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/9/08		Reviewed by Legal <i>HT</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	FINANCE		Initials	Date	
Department Head	John McGrane		Executive Director		
Dept Signature:	<i>John McGrane</i>		City Manager	<i>ASG</i>	
Agenda Coordinator (include phone #):		Brianna Alvarado x7479			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, AND DIODES INCORPORATED, A DELAWARE CORPORATION, AND PROVIDING FOR A REAL AND BUSINESS PERSONAL PROPERTY TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL					
COMMENTS: The real property is estimated to have an approximate taxable value of not less \$5,500,000 and the business personal property having a taxable value of not less than \$2,000,000. The proposed tax abatement on the improvements will begin January 1, 2010 and continue through December 31,2019, and will be equal to 50% for ten (10) years.					
SUMMARY OF ITEM					
This is related to Diodes Incorporated, a Delaware Corporation, request for tax abatement on reinvestment zone 114.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Tax Abatement Agreement					

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, AND DIODES INCORPORATED, A DELAWARE CORPORATION, AND PROVIDING FOR A REAL AND BUSINESS PERSONAL PROPERTY TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas, and Diodes Incorporated, a Delaware corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this _____ day of June, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "Real Property") and the Improvements as shown on **EXHIBIT "B"** thereon (the "Development") attached hereto and made a part hereof.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 114, which shall be hereinafter referred to as the "Personalty." The Personalty will have an approximate investment value of **Two Million Dollars (\$2,000,000)** and is or will be owned by the Owner and/or their affiliates. Owner shall timely render their personal property value each year to the Central Appraisal District.

3. Owner may not relocate, for purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

JOBS

4. The Owner estimates the proposed development of the Real Property as shown in **EXHIBIT "B"** (the "Development") will result in not less than 30 full-time jobs at the Development when the new office building is completed and increased to a total of not less than 110 full-time jobs by December 31, 2012.

IMPROVEMENTS

5. The Owner shall complete construction of improvements and/or repairs to the Real Property (hereinafter referred to as Improvements) consisting primarily of new buildings consisting of a total of not less than 40,000 gross square feet of office space with an initial expenditure of not less than **Five Million Five Hundred Thousand Dollars (\$5,500,000)** on or before December 31, 2009 provided that Owner shall have such additional time to complete the Improvements as may be required in the event of "force majeure," if Owner is diligently and faithfully pursuing the completion of the Improvements, or if in the reasonable opinion of the City, the Owner has made substantial progress toward completion of the initial phase of the Improvements. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fire, shortages of material and/or labor, explosion or flood, and labor disturbances. The date of completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the City of Plano.

6. The Owner agrees and covenants that they will diligently and faithfully in a good and workmanlike manner pursue the substantial completion of the Improvements as a good and valuable consideration of this Agreement. Owner further covenants and agrees that all construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof.

7. The Owner agrees and covenants that they shall occupy not less than 40,000 gross square feet of office space on the Real Property and employ thereon at least 30 full time jobs at time of occupancy and a total of not less than 110 full time jobs by December 31, 2012, referred to herein as the "Purposes."

DEFAULT

8. Any of the following events shall be deemed a breach of this agreement resulting in default:

(a) The Improvements are not completed in accordance with this Agreement;

(b) Owner allows their real or personal property taxes owed the **City or County** on the Real Property, Improvements, or Personalty to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes;

(c) Owner fails to occupy the Improvements for the Purposes set forth in paragraph 7 above on or before December 31, 2009 or

(d) The initial investment value of the Improvements to Real Property and the initial investment value of Personalty placed on the improved Real Property on or before December 31, 2009 and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set forth in paragraphs 2 and 5 above; or

(e) Owner fails to employ at least 75% of their employee commitments on or before December 31, 2009 and December 31, 2012, as provided in paragraph 4 above;

(f) Owner fails to provide annual certification as required in paragraph 11 below; or

(g) Owner or Lessee has been convicted of a violation under 8 U.S.C. Section 1324a (f) regarding the unlawful employment of aliens.

9. In the event that the Owner defaults under this Agreement then the **City or County** shall give the Owner written notice of such default and if the Owner has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the **Taxing Units**; provided, however, that such 30 day period shall be extended if the default is of a nature that cannot be cured within such 30-day period and Owner is diligently pursuing such remedy. Notice shall be in writing as provided below.

Upon the occurrence of an event of default other than under Paragraph 8(b) or 8(g) above and after Owner fails to cure same in accordance herewith, this Agreement shall immediately terminate and all taxes due after the event of default shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

3-6

10. Upon the occurrence of an event of default under Paragraph 8(b) above or upon the occurrence of an event of default under Paragraph 8(g), then the **City or County** shall give the Owner written notice of such default and if the Owner has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the **Taxing Units** and all taxes, including previously abated taxes which would have been paid to the **Taxing Units** without the benefit of this Agreement, shall become due and owing to the **Taxing Units**, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

11. On or before the 1st day of November of each calendar year during the term of this Agreement, the Owner, or its successors or assigns, must provide annual certification (substantially in the form attached as **EXHIBIT "C"** hereto) to the Governing Body of the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

12. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by Owner unless written permission is first granted by **Taxing Units**, which permission shall be at the reasonable discretion of the **Taxing Units**, except under the following conditions:

(a) Assignment to an affiliate of Owner is permissible;

(b) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by Owner to successors or assigns is permissible wherein the successors or assigns agree to be bound by the terms of this Agreement and Owner shall continue to conduct business on the subject premises.

However, Owner agrees to give written notice to the **Taxing Units** of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) hereof.

ABATEMENT PROVISIONS

13. Subject to the terms and conditions of this Agreement, a portion of ad valorem real and personal property taxes from the Real Property, Improvements, and Personalty otherwise owed to the **Taxing Units** shall be abated as follows:

(a) The tax abatements as to the Real Property, Improvements, and Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2010, through December 31, 2019.

(b) In accordance with all applicable federal, state, and local laws and regulations, the City's abatement shall be based on amounts equal to fifty percent (50%) of the improved value of the Real Property and Improvements and fifty percent (50%) of the Personalty for each tax year from January 1, 2010, through December 31, 2019. The County's abatement shall be based on amounts equal to fifty percent (50%) of the improved value of the Real Property and Improvements and fifty percent (50%) of the Personalty for each tax year from January 1, 2010 through December 31, 2019.

(c) The Owner shall have the right to protest and/or contest any assessment of the Real Property, Improvements or Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

NOTICE

14. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Mr. Thomas H. Muehlenbeck
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

With copy to:

City of Plano
Attention: Ms. Diane C. Wetherbee
City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

For Taxing Units by notice to:

County of Collin, Texas
Attention: The Honorable Keith Self
County Judge
Collin County Commissioners' Court
210 S. McDonald, Ste. 626
McKinney, Texas 75069

For Owner by notice to:

38

Diodes Incorporated
Attn: Rick White
15660 North Dallas Parkway, Suite 850
Dallas, TX 75248

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

15. The Owner further agrees that the **Taxing Units**, their agents and employees, shall have reasonable right (upon reasonable prior notice to Owner) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, and **Taxing Units** shall have the continuing right (upon reasonable prior notice to Owner) to inspect the Real Property and Personalty to insure that the Real Property and Personalty is thereafter maintained, operated and occupied in accordance with this Agreement.

16. It is understood and agreed between the parties that the Owner, in performing its obligations hereunder, is acting independently, and the **Taxing Units** assume no responsibilities or liabilities in connection therewith to third parties and Owner agrees to indemnify and hold harmless **Taxing Units** from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of Owner's default of its obligations hereunder.

17. The **Taxing Units** each represent and warrant that the Real Property, Improvements and Personalty do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

18. This Agreement was authorized by Resolution of the City Council at its Council meeting on the ___th day of June, 2008, authorizing the City Manager to execute the Agreement on behalf of the City.

19. This Agreement was authorized by the minutes of the Commissioners' Court of Collin County, Texas, at its meeting on the ___th day of _____, 2008, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

20. This Agreement was entered into by Owner pursuant to authority granted by its officer, whereby the officer of the corporation was authorized to execute this Agreement on behalf of Owner.

21. This instrument shall constitute a valid and binding agreement between the City and Owner when executed in accordance herewith, regardless of whether the County executes this

3-9

Agreement. This shall constitute a valid and binding Agreement between the **County** and Owner when executed on behalf of said parties, for the abatement of the **County's** taxes in accordance therewith.

22. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this ____th day of June, 2008.

ATTEST:

CITY OF PLANO, TEXAS, a home-rule municipal corporation

Diane Zucco, CITY SECRETARY

Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

COMMISSIONERS' COURT OF COLLIN COUNTY

Keith Self, Successor to Ronald L. Harris, COUNTY JUDGE

ATTEST:

DIODES INCORPORATED, a Delaware corporation

By: _____

Name
Title

3-10

**EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 114
Real Property
Metes and Bounds
16.0258 ACRES**

BEING a tract of land out of the Henry Cook Survey, Abstract No. 180 in the City of Plano, Collin County, Texas, being part of the 35.80 acre tract of land described as Tract 12 in deed to West Plano Land Company, L.P., recorded in Collin County Clerk's File No 20060920001358250 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with a red plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) for the north corner of a corner clip at the intersection of the south right-of-way line of Legacy Drive dedicated to the City of Plano according to the plat recorded in Cabinet C, Page 774 of the Map Records of Collin County, Texas and the west right-of-way line of Communications Parkway, dedicated to the City of Plano according to the plat recorded in Cabinet M, Page 30 of the Map Records of Collin County, Texas;

THENCE with said west right-of-way line, the following courses and distances to wit:

- South 45°07'49" East, a distance of 39.63 feet to a 5/8" iron rod set for corner;
- South 00°10'36" East, a distance of 182.00 feet to a 5/8" iron rod set for corner;
- South 01°47'58" East, a distance of 150.06 feet to a 5/8" iron rod set for corner;
- South 00°10'35" East, a distance of 485.64 feet to a 5/8" iron rod set for corner;

THENCE leaving the west right-of-way line of Communications Parkway, South 89°49'25" West, a distance of 843.58 feet to a 5/8" iron rod set in the 36.22 acre tract of land described in deed to Ericsson, recorded in Volume 4549, Page 2263 of the Land Records of Collin County, Texas;

THENCE with the east line of 36.22 acre tract, the following courses and distances to wit:

- NORTH a distance of 177.84 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left with a radius of 335.00 feet, a central angle of 88°03'13", and a chord bearing and distance of North 02°43'52" East, 374.92 feet;
- Northeasterly, with said curve, an arc distance of 397.90 feet to a 5/8" iron rod found for the beginning of a reverse curve to the right with a radius of 280.00 feet, a central angle of 31°17'44", and a chord bearing and distance of North 15°38'52" West, 151.05 feet;
- Northwesterly, with said curve, an arc distance of 152.94 feet to a 5/8" iron rod found for corner;
- NORTH, a distance of 149.31 feet to a 5/8" iron rod set in the south right-of-way line of said Legacy Drive for the beginning of a non-tangent curve to the left with a radius of 2023.56 feet, a central angel of 0°47'06", and a chord bearing and distance of South 89°41'46" East, 27.73 feet;

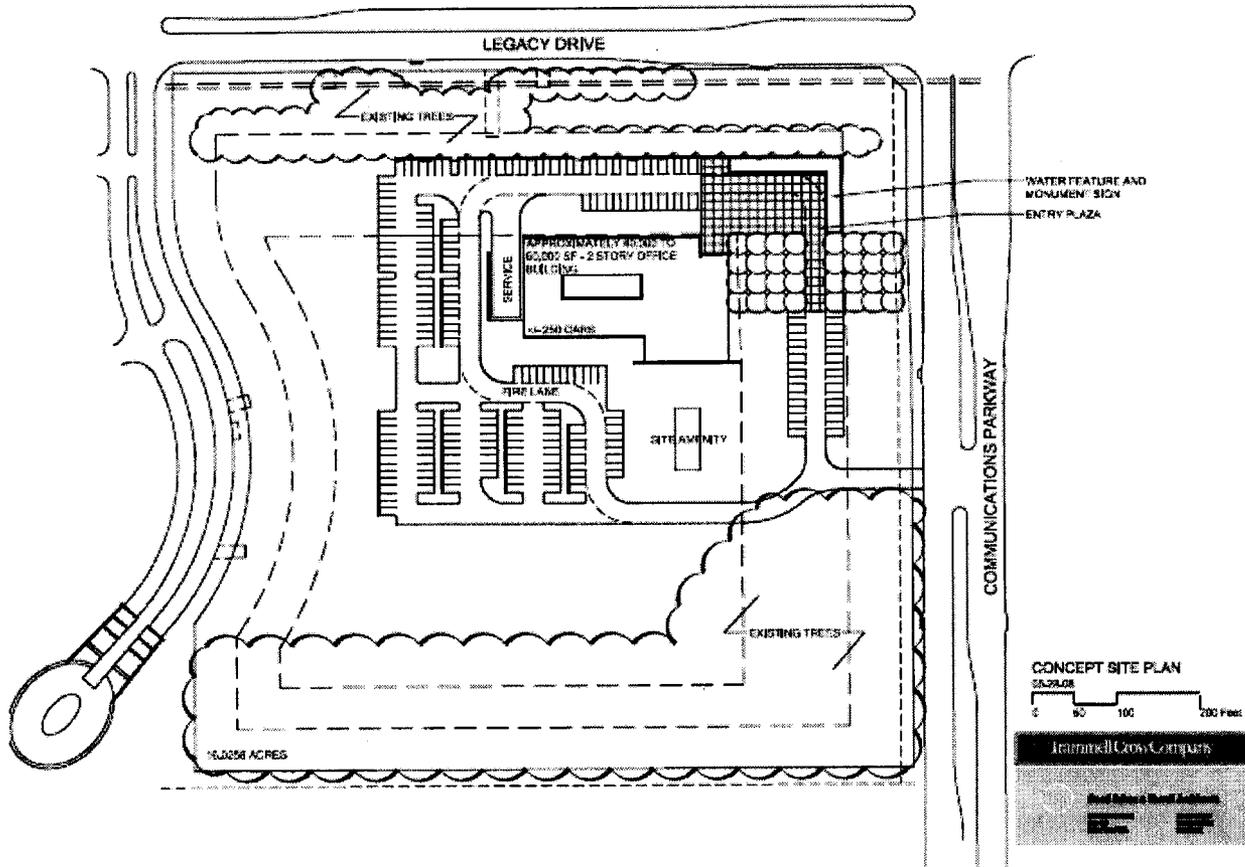
THENCE with said south right-of-way line, the following courses and distances to wit:

- Southeasterly, with said curve, an arc distance of 27.73 feet to a 5/8" iron rod set for corner;
- North 89°54'41" East, a distance of 803.87 feet to the POINT OF BEGINNING and containing 698,083 square feet or 16.0258 acres of land.

3-11

EXHIBIT "B"
THE DEVELOPMENT
REINVESTMENT ZONE NO. 114

Map of Project



3-12

**EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 114**

This letter certifies that Diodes Incorporated is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of _____, 20____. The term of this agreement is January 1, 2010 through December 31, 2019. This form is due on November 1 of each year this tax abatement is in force.

ATTEST:

DIODES INCORPORATED, a Delaware corporation

By: _____
Name
Title

NOTE: This certification form should be mailed to:

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

3-13

2



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 6/9/2008		Reviewed by Legal <i>JKH</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Finance		Initials	Date	
Department Head	John McGrane		Executive Director		
Dept Signature:	<i>John McGrane</i>		City Manager	<i>DS</i>	
Agenda Coordinator (include phone #):		Brianna Alvarado X7479			

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND DIODES INCORPORATED, A DELAWARE CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	9,043,750	0	9,043,750
Amount Approved by Council	0	-1,794,904	-976,250	-2,771,154
This Item	0		-760,000	-760,000
BALANCE	0	7,248,846	0	5,512,596

FUND(s):

COMMENTS: The company agrees to occupying 40,000 square feet of office space located on 16.0258 acres at the southwest corner of Communications Parkway and Legacy Drive and maintain all 110 job equivalents on the property.

SUMMARY OF ITEM

A request by Diodes Incorporated, for an economic development incentive for relocation expenses and retention of 110 full time jobs and the real property improvements of \$5,500,000 and business personal property improvements of \$2,000,000.

List of Supporting Documents:
Economic Development Incentive Agreement

4.1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND DIODES INCORPORATED, A DELAWARE CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement By and Between the City of Plano, Texas and Diodes Incorporated, a Delaware corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this ____ day of June, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Diodes Incorporated, a Delaware corporation, (hereinafter referred to as the "Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of the manufacture and supply of high-quality application specific standard products within the broad discrete and analog semiconductor markets; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, Company agrees to occupy 40,000 square feet of office space to be located on 16.0258 acres at the southwest corner of Communications Parkway and Legacy Drive in the City of Plano, Texas (the "Property"); construct real property improvements on the Property having a minimum taxable value of not less than Five Million Five Hundred Thousand Dollars (\$5,500,000.00); add Two Million Dollars (\$2,000,000.00) in new business personal property improvements to the facility; and

WHEREAS, Company agrees to transfer or create at least 30 full time jobs on the Property by December 31, 2009 and a total of not less than 110 full time jobs by December 31, 2012, and thereafter maintain those positions on the Property for the full term of this Agreement; and

WHEREAS, the investment in real and personal property improvements and the creation or transfer full time jobs will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

**Article I
Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Commencement Date” shall mean the earlier of the occupancy of the Property or December 31, 2009, whichever occurs first.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company’s operations in Plano.

“Job Equivalent” shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue until December 31, 2019, unless sooner terminated as provided herein.

**Article III
Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to the following:

(a) Invest Five Million Five Hundred Thousand Dollars (\$5,500,000.00) in new real property improvements associated with a 40,000 square foot office space facility on or before December 31, 2009;

(b) Invest Two Million Dollars (\$2,000,000.00) in personal property improvements new to the Property or before December 31, 2009;

44

(c) Create or transfer at least 30 Job Equivalents to the Property on or before December 31, 2009, employ not less than a total of 110 Job Equivalents on the Property by December 31, 2012, and to maintain these Job Equivalents on the Property for the full term of this Agreement;

(d) Use reasonable efforts to utilize Plano hotels as preferred locations for any Company sponsored events that involve over-night stays; and

(e) Use reasonable efforts to relocate all company managed employees from California and Dallas to residential units within the City of Plano.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Seven Hundred and Sixty Thousand Dollars (\$760,000.00) for the transfer or creation of Job Equivalents as described below in Section 4.02.

4.02 **Grant Payments.** Payment of the cash grant shall be made as follows: An initial payment shall be made to Company of Two Hundred and Seven Thousand Two Hundred and Seventy Three Dollars (\$207,273.00) to be paid within thirty (30) days after the Company completes the real and personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has created or transferred 30 Job Equivalents to the Property. The Company shall verify on the Certification attached hereto as Exhibit "B" that it is entitled to receive additional payments for each group of not less than 20 new Job Equivalents (above the initial base number of 30) that are added to the Property at a rate of Six Thousand Nine Hundred and Nine Dollars (\$6,909.00) per Job Equivalent up to a maximum of 80 additional Job Equivalents created prior to December 31, 2012.

4.03 **Refunds.**

(a) In the event the Company, for any 180 consecutive days during the term of this Agreement, allows new Job Equivalents at the Property to fall below the number for which they have received grant funds under this Agreement, and such drop is not the result of an Event of Force Majeure, Company shall refund to City an amount equal to Six Thousand Nine Hundred and Nine Dollars (\$6,909.00) for each job equivalent that falls below the required number. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2010 and by January 31 of each year thereafter during the term of this agreement the actual number of Job Equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "C". All refunds under this Agreement shall be due within 30 days of written demand for payment.

(b) In the event the Company, at any time during the term of this Agreement, is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement.

together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the violation.

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

- (a) By mutual written agreement of the parties;
- (b) Upon expiration of the Term;
- (c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30 day period shall be extended if the default is of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and
- (d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

Article VI Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger or sale of stock, all or substantially all of the assets of the Company.

6.02 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among

46

the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

6.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for the Company: (if before relocation)
Diodes Incorporated
Attention: Mr. Rick White
15660 North Dallas Parkway, Suite 850
Dallas, TX 75248

6.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

6.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

6.08 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.09 **Recitals.** The recitals to this Agreement are incorporated herein.

6.10 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 **Dispute Resolution.** Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this _____ day of June, 2008.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

4-8

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

DIODES INCORPORATED,
a Delaware Corporation

By:

Name
Title

49

EXHIBIT "A"

CERTIFICATE OF COMPLIANCE

I hereby certify that DIODES INCORPORATED has complied with the requirements of Article III (a) and (b) of the Agreement to Resolution No. _____ and has transferred or created 30 Job Equivalents on the Property as of _____, and is entitled to receive payment under the terms of the Agreement.

ATTEST:

DIODES INCORPORATED,
a Delaware Corporation

By: _____
Name
Title

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

4-10

EXHIBIT "B"

**CERTIFICATE OF COMPLIANCE
(Additional Job Equivalents)**

I hereby certify that DIODES INCORPORATED has, pursuant to the provisions of Section 4.02 of the Agreement to Resolution No. _____ transferred or created _____ additional Job Equivalents on the Property as of _____, and is entitled to receive payment under the terms of the Agreement.

ATTEST:

DIODES INCORPORATED,
a Delaware Corporation

By: _____
Name
Title

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

4-11

EXHIBIT "C"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that Diodes Incorporated is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____ (R) as of _____ Job Equivalents on the Premises for which a grant payment was received have not fallen below _____ for any 180 consecutive day period since the commencement of this Agreement. If the number herein reported is below the number required to be maintained pursuant the Agreement I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement. This form is due on January 31st of each year this Agreement is in force.

ATTEST:

DIODES INCORPORATED
a Delaware Corporation

By: _____
Name
Title

_____ Date

NOTE:

This Certificate of Compliance should be mailed to:

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

412



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	6/9/08	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning	Executive Director	<i>[Signature]</i>	Date 6/13/08
Department Head	Phyllis M. Jarrell	City Manager	<i>[Signature]</i>	Date 6/13/08
Dept Signature:	<i>P. Jarrell</i>	Agenda Coordinator (include phone #):	D Carter ext 5350	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PUBLIC HEARING				
CAPTION				
Public Hearing and Consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2008-18 - Request for Specific Use Permit for Truck/Bus Leasing and Trailer Rental on one lot on 0.7± acre located on the west side of K Avenue, 500± feet south of Legacy Drive. Zoned Corridor Commercial. Applicant: Plano Auto Hospital				
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 Planning & Zoning Commission denied this zoning petition at its April 7, 2008 meeting by a vote of 8-0. The applicant has appealed the Commission's denial. An affirmative vote of 3/4 of the City Council, or 6 of the 8 members, is required for approval of the applicant's request. A report from the Commission's 2nd Vice Chair outlining the Commission's actions is attached.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Letter of Appeal 2nd Vice Chair Report				



PLANO
AUTO
HOSPITAL

6533 K Ave.
Plano, Texas 75074
972-612-AUTO (2886)
May 5, 2008

Ms. Tina Firgens, AICP
Sr. Planner
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358

PLANNING DEPT.

MAY - 5 2008

Re: Appeal of Zoning Case 2008-18

Dear Ms. Firgens:

Plano Auto Hospital has decided to appeal to the City Council the decision of the Planning and Zoning Commission, regarding the denial of a special use permit to allow truck/bus leasing and trailer rental at the property know as Spencer Addition, Block A, Lot A.

The basis for the appeal is enumerated in the attached documents.

Regards,
Plano Auto Hospital

Paul Pingsterhaus
Service@PlanoAutoHospital.com

attachments

52

Plano Auto Hospital feels it important to share with you some of our history. PAH has been doing business in Plano since 1988. We were first located on the SW corner of Custer and Parker. That building was in receivership after the Savings and Loan Bust. When the RTC settled with new and stable ownership, the powers that be decided to build a Kroger Signature store on our location. PAH had to move. This wasn't a big surprise. PAH had been looking for an affordable solution with the correct zoning for a number of years prior. Code doesn't allow the repair of auto air conditioning systems in retail zoning.

So PAH moved to 1005 E Park on a handshake with David McCall. You should be acquainted with this address as the City bought it from Mr. McCall at the end of 2002. It is the tax exempt vacant lot adjacent to the south side of Plano Super Bowl. Our lease terminated with the ownership change but our building wasn't finished and the City was gracious enough to let us stay until PAH could get its CO & move. PAH paid the same rental amount as before for four months and then it doubled. Somewhere in the City's investigations of this property it was discovered there was asbestos in the building. Guess they wanted us out of there ASAP. PAH wasn't interested in compensation for the exposure encountered. We just wanted to move to our new store with the least amount of disruption to our customers.

Once in the new location, it seemed like Allan Greenspan had a personal vendetta against us as interest rates started rising (SBA loans at the time were ARMs). We were in front of the growth curve on everything except another repair shop, which started construction soon after ours. Increased revenues did not materialize as quickly as anticipated.

PAH surmised there was a lot of unused space in and around the building and started looking for a more efficient usage that would generate more revenue, as well as blend with our existing business. Conversations with U-Haul International seemed to provide a workable solution. It never occurred to U-Haul's Representative nor PAH that additional permitting was required. Hence, PAH has operated as a U-Haul Dealer for almost three years with only positive impact on our auto repair operations. On one occasion, a city employee stopped to inform PAH of a potential violation, not because of the need for a SUP but to caution against parking on the adjacent lot's grass

area. Beyond signage, we can't control after-hours parking by customers. We just move the equipment as soon as possible when we re-open.

The big issue with planning and zoning seems to be the assignment of our parking spaces. However, flawed it might be. Their formula is 1 space for every 100 sq. ft. of office space and 3 spaces per shop bay (i.e. 18). They used our waiting room, break room, storeroom and 2 handicap assessable bathrooms to come up with 700 sq. ft., translation 7 parking spaces. The only thing to add about any entity that has more office staff than production staff is grab your wallet and hide your assets. Better yet, take your business, elsewhere.

It is typical in the auto repair business for one Tech to operate in at least 2 bays. Some shops provide even more space per Tech. Unlike the swarm of employees one would see at a fast oil change facility, in depth diagnosis and repair is mostly a solitary endeavor due to the complexity of the work. One of the most distasteful jobs a Tech can encounter is to reassemble someone else's disassembly. Thus, the assignment of more work space allows the Tech to diagnosis one vehicle and the move to a second while the work is being negotiated for the first. In a perfect world, the Tech can move back to the first vehicle and start disassembly while parts are being acquired and the second vehicle is being negotiated. It is more likely; there will be some down time unless the Tech can tend to a third vehicle.

If in an 8 hour day, a Tech bills 100% of their time and the average ticket is \$350.00 with half of that being labor and the Tech is working between 2 bays, then the maximum number of vehicles the Tech will work on is approximately 4. The result is 6 bays = 3 Techs. 3 Techs = 12 cars per day. 12 occupied parking spaces leaves 14 for office staff. That is some overhead rate.

Value to the City of Plano manifests itself in two ways. The obvious is sales tax revenue. U-Haul during PAH's tenure has opened and closed two dealers in Allen. In the absence of a U-Haul dealer in their city, PAH has pulled Allen residents, who were going to McKinney for U-Haul rentals, to Plano.

The second value is more global. The less distance a mover has to travel to pick-up rental equipment, move from point "a" to point "b" and then return

54

the equipment means less wear and tear on city streets, less cost for the customer and most importantly, we lower the carbon footprint of the U-Haul mover.

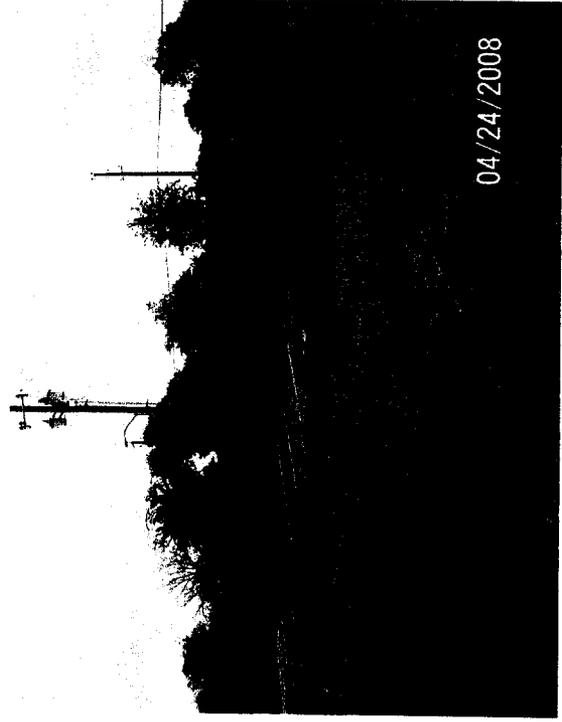
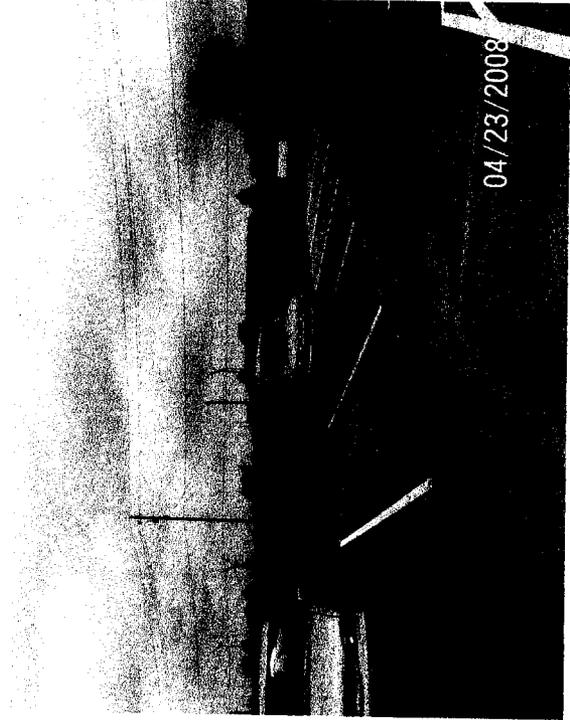
So why is there resistance to this SUP? Is it because PAH doesn't know how to handle its parking lot/business? Are the neighbors complaining? Is there no need to serve the community? The planet? Or is it just that we are so married up to a flawed parking equation that we aren't allowed to think for ourselves? Using the current logic, PAH can't even let car poolers use our empty parking spots! There's a dog in the manger attitude for you. P&Z is not infallible. The City told us how much landscaping we had to have, made us install a sprinkler system and gave us a list of approved plants and trees. Then in 2006, told us not to water it!

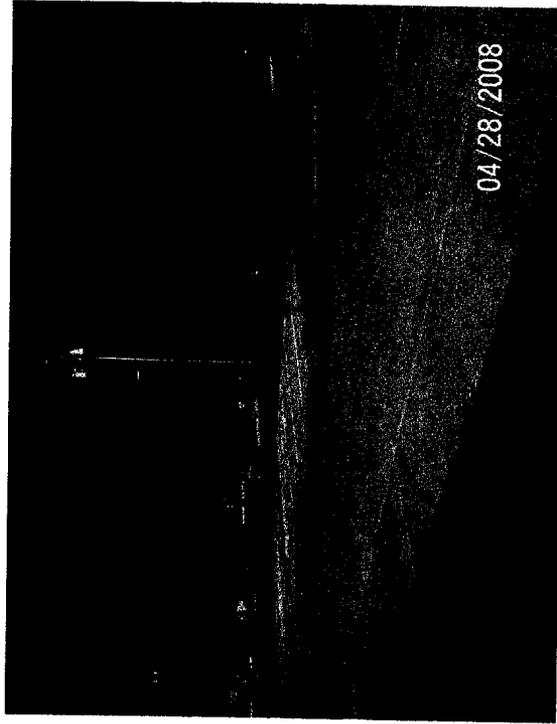
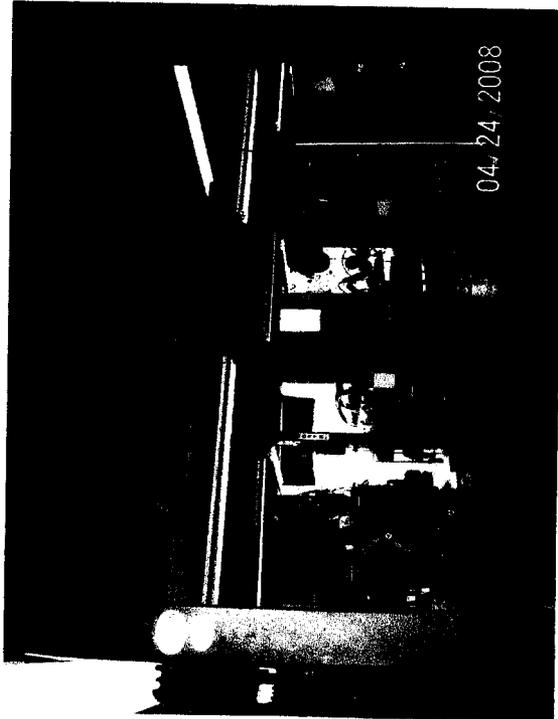
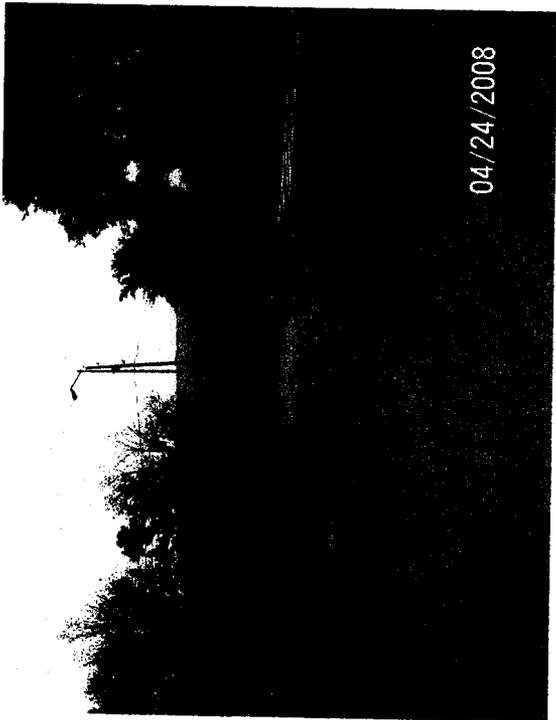
If we are looking for a perfect world with pink ribbons on it, that isn't going to happen on this side of Heaven. Besides beauty is in the eye of the beholder. Free enterprise in a thriving economy looks good to me. Barren asphalt sprouting weeds, abandoned foundations inside a chain link fence qualifies as ugly. But then I liked drought hardy plants before it was fashionable and think fountains in this part of the country waste water through evaporation but they are allowed. Beauty is in the eye...

PAH isn't saying the City is entirely wrong here. But neither are we! We feel P&Z is just over-steering! PAH has a proven track record of handling U-Haul rentals. In granting PAH this SUP, Council has the opportunity to support small business. The City wins sales tax revenue, PAH wins revenue, U-Haul customers win convenience and just maybe we reduce emissions a little.

Thank you for your time and thoughtful consideration.

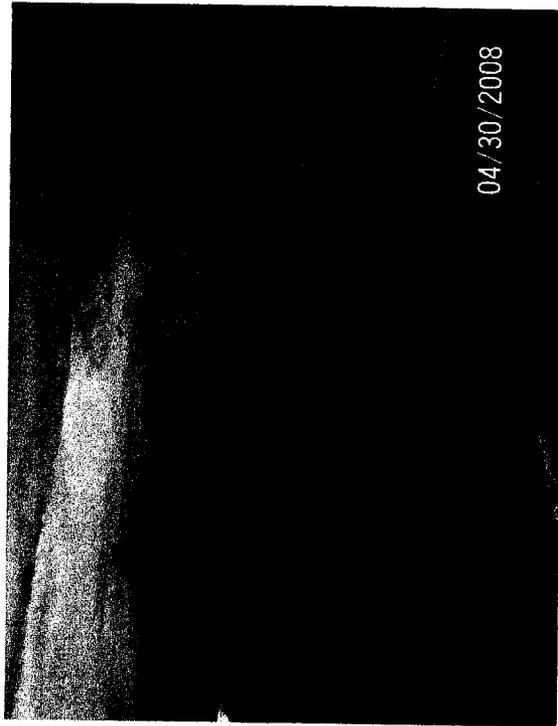
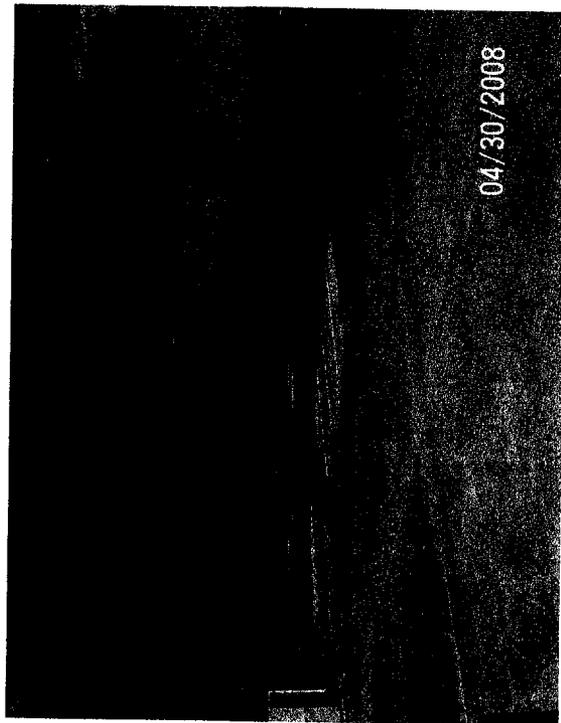
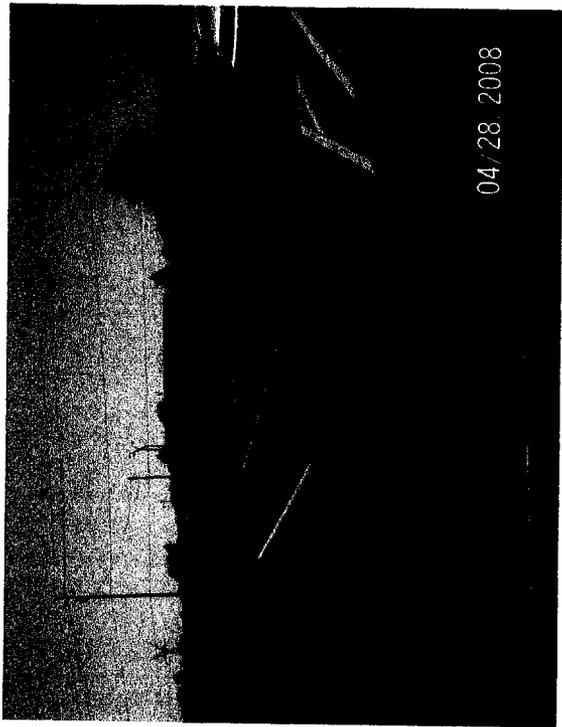
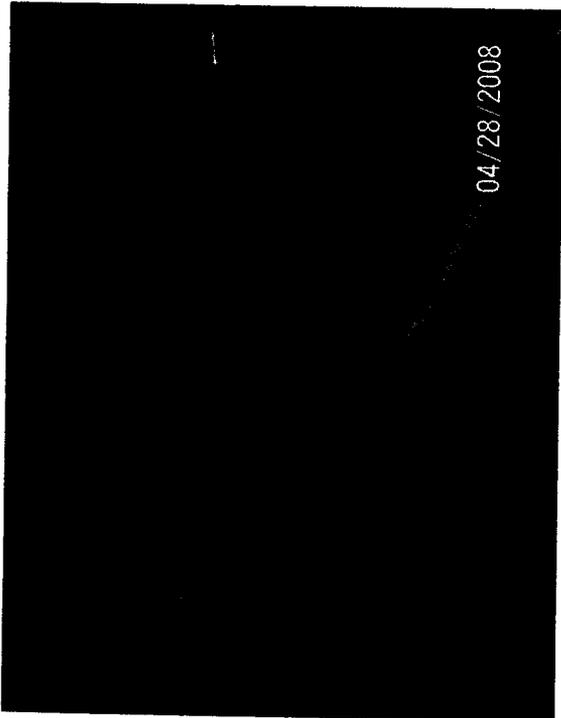
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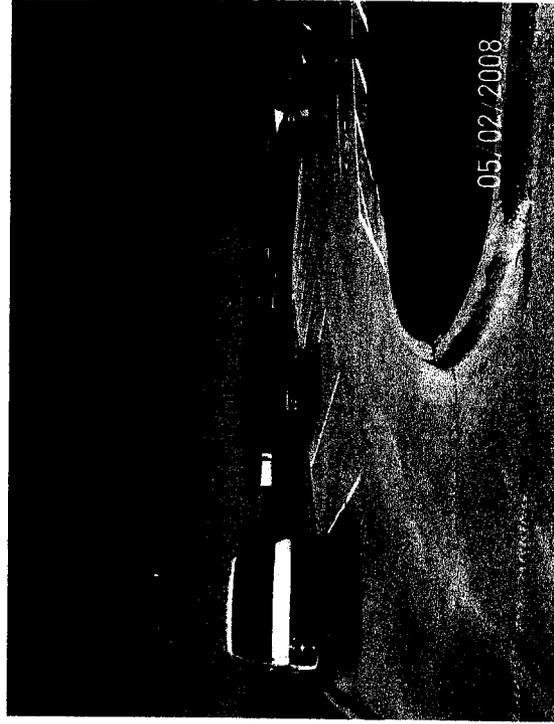
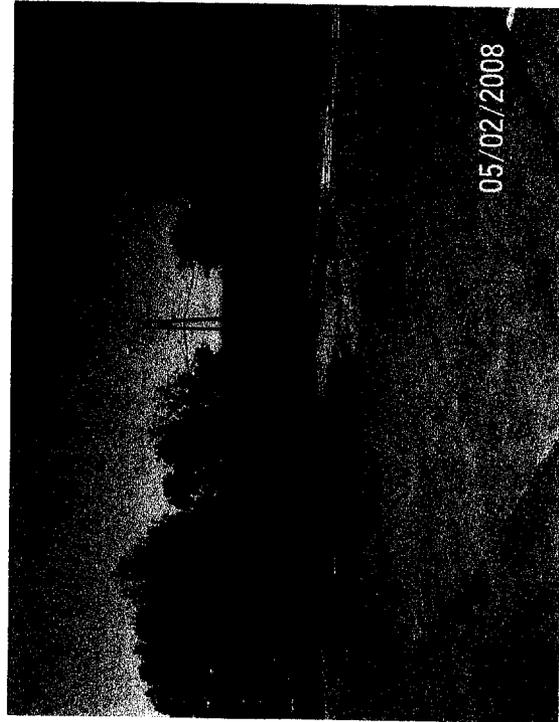
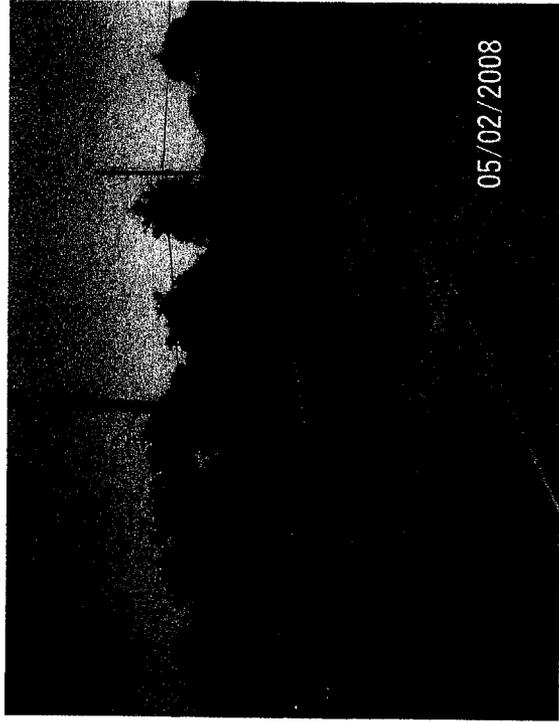
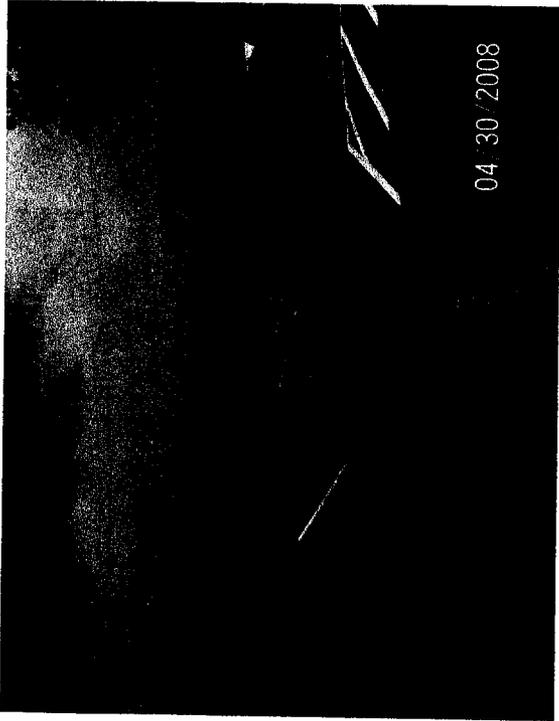




57

58





5.9

**Recommendation of the
Planning & Zoning Commission
April 7, 2008 Meeting
2nd Vice Chair Report**

Zoning Case 2008-18 - Request for Specific Use Permit for Truck/Bus Leasing on one lot on 0.7± acre located on the west side of K Avenue, 500± feet south of Legacy Drive. Zoned Corridor Commercial.

Applicant: Plano Auto Hospital

Staff Recommendation: Denial

Commission Action: Denial 8-0. Commissioner Caso made a motion to deny and was seconded by Second Vice Chair Armstrong. Commissioners were unanimous in support of denial.

- The site has only the 26 parking spaces required for the automotive repair business. There are no additional spaces to accommodate the additional requested uses of truck/bus leasing.
- Chairman Duggan stated he visited the site and noted all but 2-3 parking spaces were in use and believed trailers were parked on the grass.
- Staff reported the case was brought forward by the Property Standards Department finding vehicles parked on the grass and one parked in the fire lane.
- Additional parking on adjoining properties is apparently not possible.

Additional Comments: Commissioners expressed sympathy that the leasing business had been in operation for some time. However, it was noted the city does not have the responsibility to regularly police every property for legal uses.

Respectfully submitted,

Maggie Armstrong, Second Vice Chair

5-10

DATE: April 8, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of April 7, 2008

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2008-18
APPLICANT: PLANO AUTO HOSPITAL**

Request for Specific Use Permit for Truck/Bus Leasing and Trailer Rental on one lot on 0.7± acre located on the west side of K Avenue, 500± feet south of Legacy Drive. Zoned Corridor Commercial.

APPROVED: _____ **DENIED:** 8-0 **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:

Denied.

TF/dc

xc: Paul Pingsterhaus, Plano Auto Hospital

5-11

CITY OF PLANO
PLANNING & ZONING COMMISSION

April 7, 2008

Agenda Item No. 6

Public Hearing: Zoning Case 2008-18

Applicant: Plano Auto Hospital

DESCRIPTION:

Request for Specific Use Permit for Truck/Bus Leasing and Trailer Rental on one lot on 0.7± acre located on the west side of K Avenue, 500± feet south of Legacy Drive. Zoned Corridor Commercial.

REMARKS:

The request is for a Specific Use Permit (SUP) for Truck/Bus Leasing and Trailer Rental. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. The Zoning Ordinance defines truck/bus leasing as the rental of new or used panel trucks, vans, trailers, recreation vehicles, or motor-driven buses in operable condition and where no repair work is done. Additionally, trailer rental is defined as the display and offering for rent of trailers designed to be towed by light load vehicles.

The property is currently developed as a major automotive repair business and is located within the Corridor Commercial (CC) zoning district. The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. Truck/Bus leasing and trailer rental both require approval of an SUP in the CC district.

To the north, the properties are developed as a self-service car wash facility and convenience store with gas pumps. The western boundary of the property is the former freight railroad right-of-way now owned by DART. To the south, the adjacent property is undeveloped. Across K Avenue to the east, is a single-family residence with automobile storage and a building materials sales business.

5/2

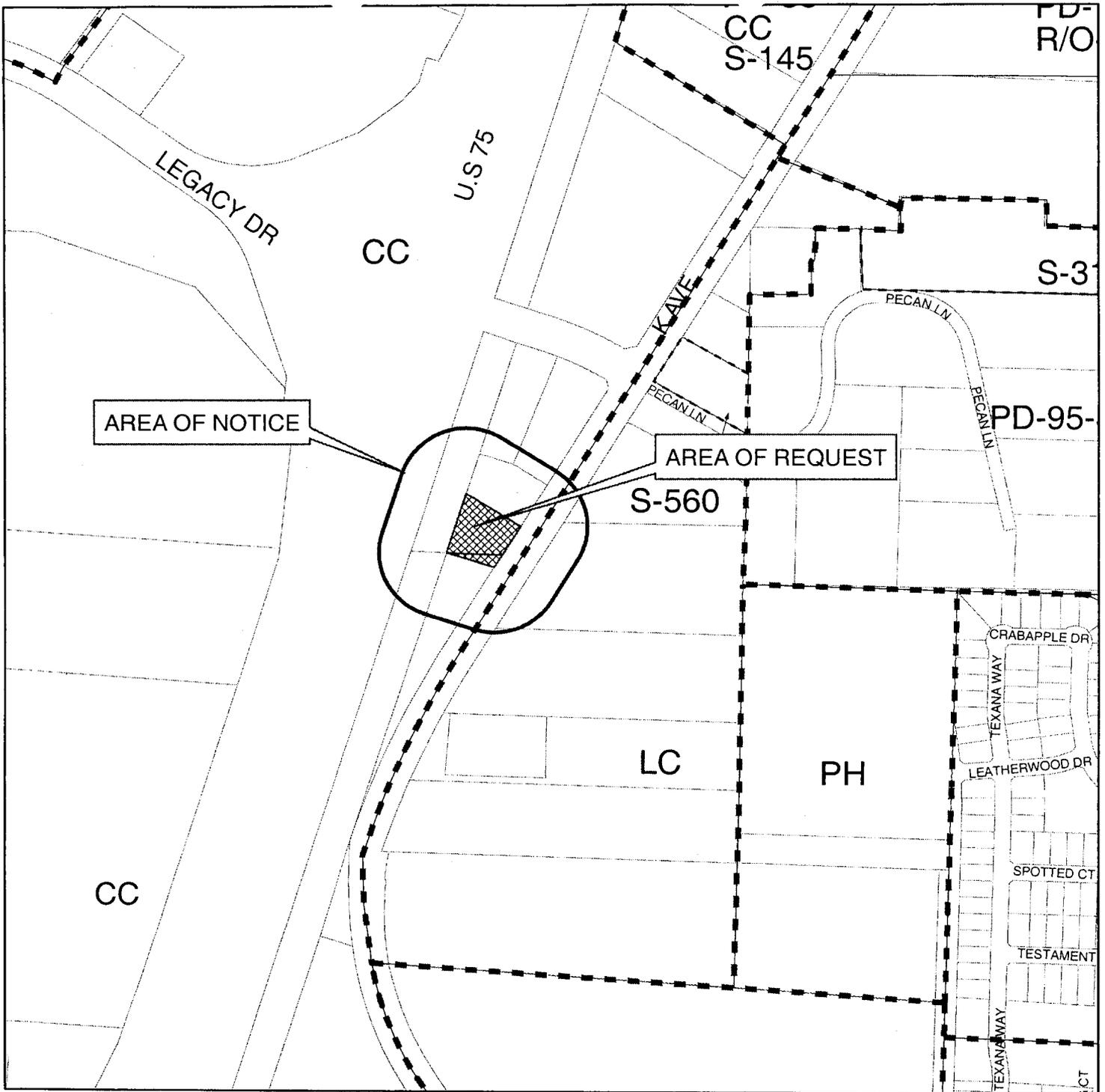
ISSUES:

The approved site plan for this property requires a minimum 26 parking spaces for the existing major automotive repair business; 26 parking spaces exist on the property. There are no additional parking spaces onsite to accommodate the additional requested uses of truck/bus leasing and trailer rental. The site is completely developed and there is no additional land area available onsite to accommodate the additional parking needed for the requested land uses. Therefore for these reasons, staff cannot support the requested additional uses.

RECOMMENDATION:

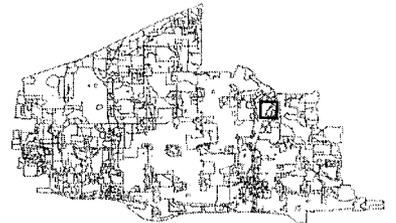
Recommended for denial.

5-13



Zoning Case #: 2008-18

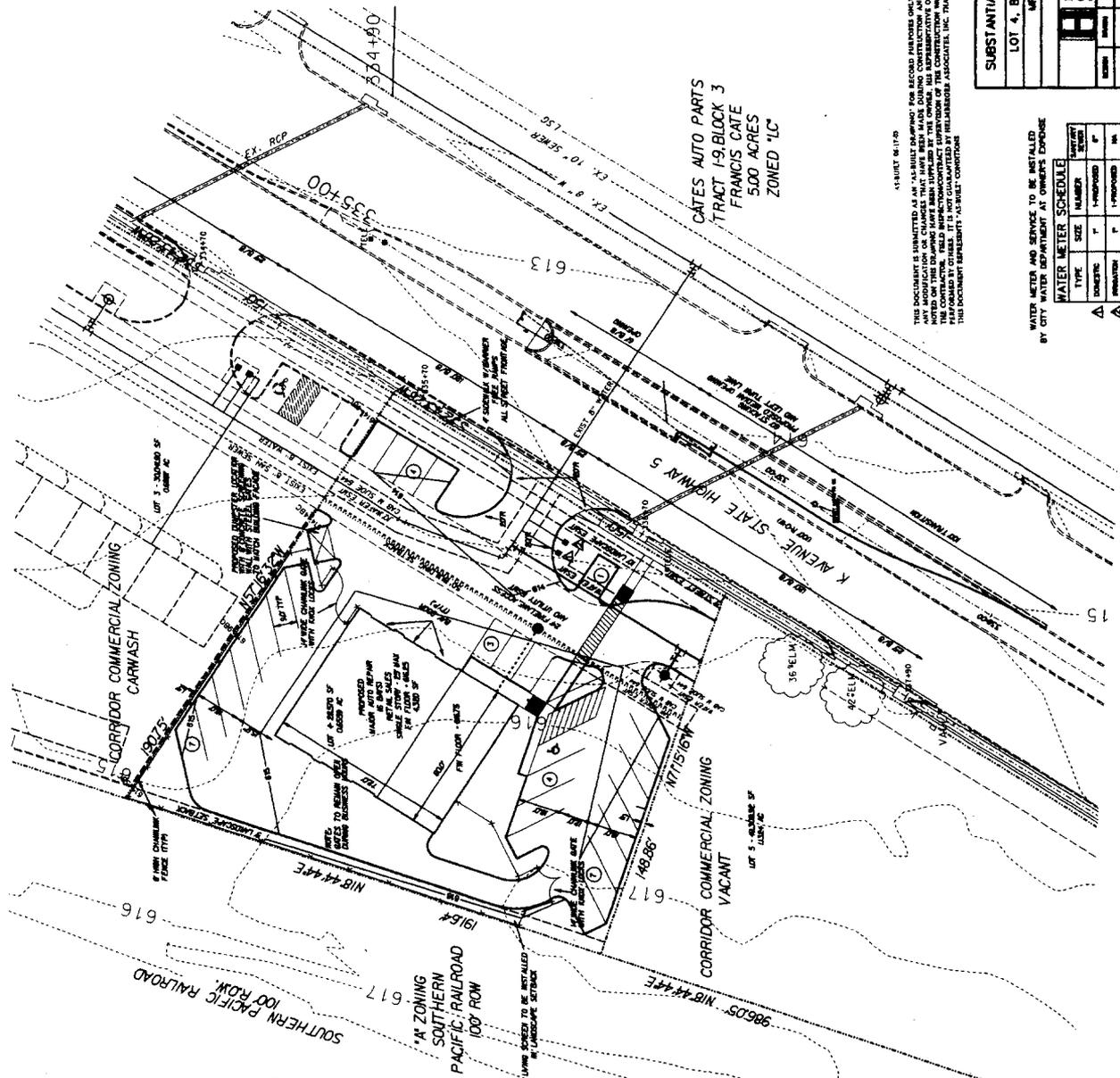
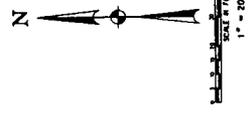
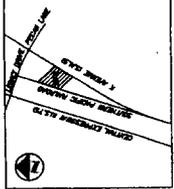
Existing Zoning: CORRIDOR COMMERCIAL



○ 200' Notification Buffer

514

APPROVED SITE PLAN



THIS DOCUMENT IS UNLIMITED AS LONG AS THE DRAWING IS USED FOR THE SAME PURPOSES ONLY. ANY CHANGES TO THE DRAWING OR ANY PART THEREOF MUST BE MADE BY THE ORIGINAL DESIGNER OR HIS AUTHORIZED REPRESENTATIVE. THE ORIGINAL DESIGNER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DATA PROVIDED IN THIS DOCUMENT. IT IS NOT GUARANTEED BY HELMERBERG ASSOCIATES, INC. THAT THE INFORMATION IS COMPLETELY ACCURATE. THIS DOCUMENT REPRESENTS 'AS SHOWN' CONDITIONS.

SUBSTANTIALLY CONFORMING SITE PLAN

LOT 4, BLOCK A - SPENCER ADDITION

MR. PAUL PINKSTERHAUS

PLANO, TEXAS

NO.	DATE	SCALE	BY	CHKD.	FILE
1	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
2	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
3	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
4	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
5	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
6	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
7	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
8	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
9	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
10	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
11	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
12	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
13	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
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16	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
17	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
18	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
19	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10
20	10/15/10	1"=40'	PAUL PINKSTERHAUS	PAUL PINKSTERHAUS	10/15/10

WATER METER AND SERVICE TO BE INSTALLED BY CITY WATER DEPARTMENT AT OWNER'S EXPENSE

WATER METER SCHEDULE	
TYPE	NUMBER
1" - 150 GPM	1
1" - 100 GPM	1
1" - 75 GPM	1
1" - 50 GPM	1
1" - 25 GPM	1

- GENERAL NOTES**
1. ALL UTILITIES SHALL BE LOCATED AND DEPTH SHALL BE 1000 FEET UNLESS OTHERWISE NOTED. THE LOCATION OF UTILITIES SHALL BE DETERMINED BY THE BUILDING INSPECTION DEPARTMENT AND FIRE DEPARTMENT.
 2. THE LOTS SHALL BE DESIGNED AND CONSTRUCTED PER CITY REQUIREMENTS.
 3. UNPAVED PARKING AREAS SHALL BE DESIGNATED AND CONSTRUCTED PER CITY REQUIREMENTS.
 4. THE FRONT SIDE OF THE BUILDING SHALL BE PROVIDED TWO AND ONE HALF FEET OF SIDEWALK. THE SIDEWALK SHALL BE CONCRETE AND SHALL BE FINISHED TO MATCH THE ADJACENT SIDEWALKS.
 5. ALL UTILITIES SHALL BE LOCATED AND DEPTH SHALL BE 1000 FEET UNLESS OTHERWISE NOTED.
 6. THE BUILDING SHALL BE CONSTRUCTED PER CITY REQUIREMENTS.
 7. THE BUILDING SHALL BE CONSTRUCTED PER CITY REQUIREMENTS.
 8. THE BUILDING SHALL BE CONSTRUCTED PER CITY REQUIREMENTS.
 9. THE BUILDING SHALL BE CONSTRUCTED PER CITY REQUIREMENTS.
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 11. THE BUILDING SHALL BE CONSTRUCTED PER CITY REQUIREMENTS.
 12. THE BUILDING SHALL BE CONSTRUCTED PER CITY REQUIREMENTS.
 13. THE BUILDING SHALL BE CONSTRUCTED PER CITY REQUIREMENTS.

SITE DATA SUMMARY

1. ZONING	CORRIDOR COMMERCIAL
2. PROPOSED USE	SALES AND SERVICE CENTER
3. AREA OF DEVELOPMENT	5.00 ACRES
4. BUILDING HEIGHT	MAXIMUM HEIGHT = 21.0'
5. LOT AREA	15,120 SQ. FT.
6. LOT COVERAGE	15.1%
7. PARKING REQUIRED	1 SPACES PER 100 SF OF FLOOR AREA
8. HANDICAP REQUIRED	1 SPACES PER 100 SF OF FLOOR AREA
9. FLOOR AREA	100,000 SF
10. INTERIOR LANDSCAPE REQUIRED	200 SF
11. EXTERIOR LANDSCAPE REQUIRED	200 SF

THESE SHALL BE PLANTED IN LANDSCAPE AREAS. ALL PLANTS SHALL BE INSTALLED WITHIN THE SPECIFIED TIME FRAME. THE LANDSCAPING SHALL BE INSTALLED WITHIN THE SPECIFIED TIME FRAME. THE LANDSCAPING SHALL BE INSTALLED WITHIN THE SPECIFIED TIME FRAME. THE LANDSCAPING SHALL BE INSTALLED WITHIN THE SPECIFIED TIME FRAME.

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