

CITY COUNCIL

1520 AVENUE K



DATE: 2/10/2014
CALL TO ORDER: 7:00 p.m.
INVOCATION: Jessie Prince, Executive Pastor
Grace Outreach Center
PLEDGE OF ALLEGIANCE: Junior Girl Scout Troop 2739
Davis and Hughston Elementary Schools

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PRESENTATION: The Plano Public Library System has received the 2013 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>January 27, 2014</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	Bid No. 2014-68-B for Screening and Retaining Wall Reconstruction, Custer, Independence and Coit – Project No. 6250, to Tracon Ventures, LTD., in the amount of \$1,042,033 and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2014-58-B for the purchase of four (4) Black and White Chevrolet Caprice Police Package Sedans for the Fleet Services Department, to be utilized by Police from Caldwell Country Automotive (aka Baby Jack II) in the amount of \$112,976 and authorizing the City Manager to execute all necessary documents.	
(d)	CSP No. 2014-9-B for Downtown Parking Signs to Groves Electrical Service, Inc. in the estimated amount of \$84,000 for the purchase and installation of 10 illuminated parking signs and authorizing the City Manager to execute all necessary documents.	
	<p>Purchase from an Existing Contract</p>	
(e)	To approve the purchase of one (1) John Deere 5100M Tractor from John Deere Co., utilizing a HGAC Contract #GR01-12 in the amount of \$46,436 and the purchase of one (1) Toro Pro Core SR75 Aerator from Professional Turf Products utilizing a TASB/Buyboard Contract #373-11 in the amount of \$28,650 for a total of \$75,086 for the Fleet Department, to be utilized by Parks and Recreation, and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(f)	To approve a Professional Services Agreement by and between the City of Plano and Gresham, Smith and Partners, in the amount of \$153,481 for the 2014 Erosion Control Improvements at Twelve Aerial Sewer Crossings project and authorizing the City Manager to execute all necessary documents.	
(g)	To approve a Landscape Architecture Services Agreement by and between the City of Plano and David McCaskill Design Group in the amount of \$244,035 for park master plan services for Carpenter Park and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Contract Modification</p>	
(h)	To approve and authorize Contract Modification No. 3 for the purchase of additional engineering services for the Erosion Control – Padre, Dunmoor, Buckboard & Rockbrook project in the amount of \$4,300 from GWC Engineering, L.P.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	<p><u>Adoption of Resolutions</u></p> <p>To approve the terms and conditions of an Economic Development Agreement by and between FedEx Office and Print Services, Inc., a Texas corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing and consideration of an Ordinance to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 137 for tax abatement consisting of a 19.278 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, the J.W. Haynes Survey, Abstract No. 458, and the William G. Garvin Survey, Abstract No. 1103, Collin County and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.</p>	
(2)	<p>Consideration of a Resolution to approve the terms and conditions of an agreement by and between the City of Plano, Texas, FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, a Texas limited partnership, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers 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.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/10/2014		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: The Plano Public Library System has recieved the 2013 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association.				
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
January 27, 2014**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem (arrived at 6:17 p.m.)
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Paige Mims, City Attorney
Diane Zucco, City Secretary
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere called the meeting to order at 5:05 p.m., Monday, January 27, 2014, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087 and Real Estate, Section 551.072 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:16 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion

No items were brought forward.

Rescue Squad Update

Fire Chief Crawford stated that after careful review of the previous Strategic Plan in 2013, the Fire Department made a significant shift in strategy based on incident volume data that demonstrated a major and continuing trend in customer service demand for emergency medical response, and determined that two smaller alternative response vehicles (Suburbans) called Rescue "Squads" would serve the Emergency Operations mission of the Fire Department better than adding an additional engine company. He spoke to the purpose of the program to add a level of public safety service, creating greater operational effectiveness and fiscal efficiency by providing the right-sized emergency and non-emergency response to calls. Chief Crawford also stated that the Squad program increased the

availability of other emergency equipment to respond to calls as well as providing an expected decrease in fuel maintenance costs, wear and tear on the engines and ladder trucks and reduces the City's carbon footprint.

Chief Crawford reviewed the different levels of medical calls that the squads respond to. He stated the two squads were placed in service on October 8, 2013 and have responded to 1,151 calls. Chief Crawford responded to Council on the levels of response and how 9-1-1 can determine the need. He spoke of the significant decline in major apparatus commit times during this period, equating to the engines and trucks at Station 1 and 4 being available to respond to calls in their own district 30% more often. He spoke to an average of 17.5% reduction in "cover company" responses in Fire Station 1 and 4 districts and estimated fuel cost savings of \$3,479 with the use of the smaller vehicles in the 90-day implementation period.

Chief Crawford responded to Council Member Downs regarding the increase in call volumes for the period of study and plans for additional units, stating they are studying this program for one year and will evaluate if there is a need in particular areas to create operational effectiveness. He spoke to the program being as effective as it can be right now since they are located in a high volume, high density area. Chief Crawford spoke to possibly creating a light alternative response vehicle in the future called a mini-pumper which has everything that the squad has plus fire-fighting capabilities but on a smaller scale.

Oak Point Park and Nature Preserve Improvements

Parks and Recreation Director Fortenberry spoke to the improvements at Oak Point Park that are about to begin on the northeast side that are not directly related to the music festival, but are long term in nature. She stated that Old Morton Vale Road will be extended through the park to facilitate trucks for the festival. Ms. Fortenberry reviewed drop-off area, stage area, smaller parking lot, park preserve area for the prairie, and road-based maintenance yard on the east side of Los Rios Boulevard and spoke to the festival layout. She stated permanent park improvements will include road base that will create a 14 foot wide trail, parking lot, large reservable pavilion, restrooms and water fountains, play feature, small trailhead parking, bump-out area and connectivity. Ms. Fortenberry spoke to the improvements being done in a phased approach, beginning with road base before the music festival this year and evaluating traffic flow and how everything works at the event, continuing to study park improvements, bids going out before the 2015 festival, and permanent improvements in place before the second festival. She responded to Council Member Downs inquiry regarding the preservation of prairie area.

Health Plan Update

Assistant City Manager Parrish spoke to review of Fiscal Year 2013 in regards to the City's health plan. He stated there are currently 4600 members on the plan and medical claims were up 15.3% (\$2.1 million) last year due to an increase in large claims (over \$50,000), and pharmacy had an increase of 2,500 prescriptions. Mr. Parrish responded to Deputy Mayor Pro Tem Harris regarding pharmacy cost structure – generic versus name brand and pharmacy programs/plans. He reviewed the key drivers for medical claims: neoplasms (cancers), musculoskeletal disease and circulatory system. Mr. Parrish spoke to inpatient care which increased 30% and primary care/OB/GYN which accounted for less than 10% of spending and the City's focus on these areas. He reviewed medical and pharmacy cost by member type, and yearly medical costs by relationship and a breakdown of employees by plan

("employees only" account for 39%). Mr. Parrish gave an update on the Affordable Care Act which will cost the City \$310,000 next year for fees that have to be paid to the Federal Government.

Mr. Parrish reviewed the Health Plan Vision, strategic priorities, tactics to achieve strategic priorities and went over options being currently evaluated for employee contributions which will increase in 2015. He responded to Mayor Pro Tem Smith considering the option of decreasing the subsidy for spouses of new hires and not for current employees and verification of available coverage for spouses. City Manager Glasscock spoke to the previous verification process. Mr. Parrish spoke to Deputy Mayor Pro Tem Harris' inquiry regarding the Connect for Health program and accountability. He spoke to the initiatives for 2014, including Live Healthy Plano and updating the workout facilities at Parkway Service Center and Municipal Center. Mr. Parrish responded to Council Member Davidson regarding the implementation of a proposed employee surcharge.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Remaining items were presented during the Regular meeting. Mayor LaRosiliere adjourned the meeting at 7:07 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
January 27, 2014

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Paige Mims, City Attorney
Diane Zucco, City Secretary
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, January 27, 2014, at 7:07 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Dr. Leslie Smith, Senior Pastor of North Dallas Community Bible Fellowship led the invocation and representatives from the Boys & Girls Clubs of Collin County led the Pledge of Allegiance.

Mayor LaRosiliere administered the Oath of Office to City Attorney Paige Mims, presented a proclamation to The Medical Center of Plano and the American Heart Association proclaiming February as Heart Disease Awareness Month and recognized the Plano Table Tennis Club in their participation in the 2013 Joola North American Team Tournament.

Comments of Public Interest

No one appeared to speak.

Comprehensive Monthly Financial Report

Finance Director Tacke advised that the December 2013 report finds General Fund revenues up slightly as a percentage of budget as compared to last year while Water and Sewer revenues are down. She stated that actual General Fund revenues are up \$10.2 million, primarily due to an increase in collection of ad valorem taxes of \$8.9 million, due to the timing of payments, as well as an increase in the portion of the City's tax rate that goes towards the General Fund versus Debt Service. She spoke to an increase in sales tax of \$1.5 million primarily due to an increase in business to business sales.

Comprehensive Monthly Financial Report (cont'd)

Ms. Tacke advised that General Fund expenditures are up compared to the last fiscal year due to a 3% non-civil and 2% civil service pay increase effective in October 2013, professional contract services for the Facilities Department, and park field support services due to the need for tree and forest services. She stated that the unemployment rate is at 5.1%. Ms. Tacke advised that actual Water and Sewer revenues are down as compared to the prior year primarily due to more stringent water restrictions, that expenses are up due to a North Texas Municipal Water District 12% rate increase effective October 1, 2013.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item "A")
January 13, 2014

Approval of Expenditures

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

Bid No. 2014-61-B for the Sanitary Sewer Relocation - Legacy at US 75 Project to Dowager Utility Construction, Ltd., in the amount of \$135,303 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Bid No. 2014-63-B for the Big Lake Park and Chisholm Trail Improvements to Gilbert May Inc., dba Phillips/May Corporation in the amount of \$2,766,633 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

Purchase from an Existing Contract

To approve the purchase of six (6) Crane Carrier Refuse Truck Chassis from Bond Equipment Company, Inc., in the amount of \$957,952 and six (6) Heil Automated Single Arm Bodies from Heil of Texas, in the amount of \$672,800, totaling \$1,630,752 for the Fleet Department, to be utilized by Environmental Waste Collections, through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract No. 430-13 & 425-13) (Consent Agenda Item "D")

To approve the purchase of Wireless Network Upgrade for Jack Carter Maintenance Facility in the amount of \$59,664 from Scientel Wireless LLC, through an existing H-GAC (Houston-Galveston Area Council) contract and authorizing the City Manager to execute all necessary documents. (H-GAC CW10-09) (Consent Agenda Item "E")

To approve the purchase of Consulting Services for PeopleSoft Human Capital Management System Software Upgrade (HCM v9.2) in the estimated amount of \$123,250 from eVerge Group, LLC, through an existing U.S. General Services Administration contract and authorizing the City Manager to execute all necessary documents. (GS-35F-0324Y) (Consent Agenda Item "F")

Approval of Change Order

To Jerusalem Corporation, increasing the contract by \$130,351 for the Pavement Rehab - Plano Parkway, Old Orchard Drive, Maumelle Drive and Hearst Castle Way, Project No. 6240, Change Order No. 1, Bid No. 2013- 238-B. (Consent Agenda Item “G”)

Approval of Expenditure

To approve the purchase of a new message and voting display for the Senator Florence Shapiro Council Chamber from International Roll-Call Corporation, the sole source provider in the amount of \$162,450 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Adoption of Resolutions

Resolution No. 2014-1-14(R): To approve the hiring of Alan C. Wayland as Senior Assistant City Attorney by the City Attorney; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2014-1-15(R): To approve the terms and conditions of a Fourth Amended and Restated Police Training Center Operating Agreement by and between the City of Richardson and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2014-1-16(R): To accept the findings and opinions of the Annual Audit; authorizing the City Manager, or in his absence the Director of Finance, to publish the results thereof; and providing an effective date. (Consent Agenda Item “K”)

Adoption of Ordinances

Ordinance No. 2014-1-17: To abandon all right, title and interest of the City, in and to a portion of a certain Drainage Easement recorded in Document No. 95-0066420, and a 30’ Sanitary Sewer & Water Easement recorded in Document No. 96-0095464, of the Deed Records of Collin County, Texas and being situated in the M. Taylor Survey, Abstract No. 897, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the owner of the property underlying the easements, IBP 16 LAND, LLC., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “L”)

Ordinance No. 2014-1-18: To approve the use of a portion of City of Plano public Park Land, known as Moore Park for a permanent sanitary sewer easement along with a temporary construction easement to the North Texas Municipal Water District; and providing an effective date. (Consent Agenda Item “M”)

Ordinance No. 2014-1-19: To amend Ordinance No. 2012-12-16, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano, to update definitions, update mobile food establishment commissary requirements, and add guidelines for annual temporary food establishment permits; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date. (Consent Agenda Item “N”)

Ordinance No. 2014-1-20: To repeal Ordinance Nos. 2013-12-11, 2012-12-17 and 2012-11-24, and replacing them with this Ordinance, to be entitled “Health Categories and Fees,” to amend Animal Services and Environmental Health fees; providing a repealer clause, a severability clause, and an effective date. (Consent Agenda Item “O”)

Ordinance No. 2014-1-21: To adopt and enact Supplement Number 105 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “P”)

END OF CONSENT

Public Hearing and adoption of Ordinance No. 2014-1-22 as requested in Zoning Case 2013-35 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-112-Retail on 72.3± acres of land located at the northeast and southeast corners of Plano Parkway and Midway Road, in the City of Plano, Collin County, Texas, to allow for Automobile Repair-Major by Specific Use Permit; 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, a publication clause, and an effective date. Applicant: Plano Development, LLC (Regular Agenda Item “1”)

Director of Planning Jarrell spoke to the planned development district being created in 2001 as Light Industrial-1 and stated that the City initiated rezoning to bring it into conformance to the type of development occurring in the area at that time. She stated that a number of uses were kept that were not allowed in the base zoning retail but allowed by specific use permit and stated this request is to add Automobile Repair-Major. Ms. Jarrell advised that the Planning & Zoning Commission recommended the item for approval as follows: (Additions are indicated in underlined text.)

Restrictions:

1. Adding the following uses by specific use permit to the PD-112-R district as follows:
 - a. Mini-warehouse/Public storage
 - b. Light-intensity manufacturing
 - c. New car dealer and used car dealer
 - d. Office - Showroom/Warehouse
 - e. Automobile repair-major
2. Establishing a building height of 10 stories (175 feet):
 - a. Structured parking garages limited to three stories at or above grade.
 - b. Residential setback slope of 3 times the height up to a maximum of 8 stories or 140 feet, whichever is more restrictive for a minimum distance of 1,000 feet. Beyond 1,000 feet, the setback shall be increased at 1 time the height above 8 stories or 140 feet, whichever is more restrictive, up to 10 stories or 175 feet in height, whichever is more restrictive.

Ordinance No. 2014-1-22 (cont'd)

3. Establishing the following Floor Area Ratio (FAR) and lot coverage standards:

- a. Lot Coverage: 50%, 70% if structured parking facilities are included in the calculation
- b. Floor Area Ratio: 1:1

Mayor LaRosiliere opened the Public Hearing. Robert Vann with Cross Development, representing the applicant, provided an overview of Calliber Collision Centers and requested approval. No one else appeared to speak for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to amend Planned Development-112-Retail on 72.3± acres of land located at the northeast and southeast corners of Plano Parkway and Midway Road, in the City of Plano, Collin County, Texas, to allow for Automobile Repair-Major by Specific Use Permit; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2013-35; and further to adopt Ordinance No. 2014-1-22.

Public Hearing and adoption of Ordinance No. 2014-1-23 as requested in Zoning Case 2013-36 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 643 so as to allow the additional use of Automobile Repair-Major on 2.4± acres of land located on the north side of Park Boulevard, 1,100± feet east of Midway Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-112-Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Plano Development, LLC (Regular Agenda Item "2")

Director of Planning Jarrell advised that the Planning & Zoning Commission recommended the item for approval subject to City Council approval of Zoning Case 2013-35.

Mayor LaRosiliere opened the Public Hearing. No one appeared to speak for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Miner and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to grant Specific Use Permit No. 643 so as to allow the additional use of Automobile Repair-Major on 2.4± acres of land located on the north side of Park Boulevard, 1,100± feet east of Midway Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-112-Retail; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2013-36; and further to adopt Ordinance No. 2014-1-23.

Harry LaRosiliere, MAYOR

ATTEST

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		02/10/14			
Department:		Engineering			
Department Head:		Jack Carr, P.E.			
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)		
			Project No. 6250		
CAPTION					
Bid No. 2014-68-B for Screening and Retaining Wall Reconstruction, Custer, Independence and Coit – Project No. 6250, to Tracon Ventures, LTD., in the amount of \$1,042,033 and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2013-14 & 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		166,620	115,110	1,500,000	1,781,730
Encumbered/Expended Amount		-166,620	-15,110	0	-181,730
This Item		0	-100,000	-942,033	-1,042,033
BALANCE		0	0	557,967	557,967
FUND(s): STREET IMPROVEMENT CIP					
COMMENTS: Funds are budgeted in the 2013-14 CIP for both FY 2013-14 and 2014-15. This item, in the amount of \$1,042,033 is anticipated to leave a balance of \$557,967 available for other screening wall projects in FY 2014-15.					
STRATEGIC PLAN GOAL: Replacing screening walls along major thoroughfares in Plano relates to the City Council's goal of Great Neighborhoods – 1 st Choice to Live.					
SUMMARY OF ITEM					
Staff recommends the alternate bid for green cement from Tracon Ventures, LTD., in the amount of \$1,042,032.50, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.					
The second vendor being recommended is Ratliff Hardscape, LTD in the amount of \$1,138,155.20.					
Engineer's estimate was \$1,153,821.60.					
The project consists of the removal and replacement of existing walls on northbound Custer Road (Cross Bend to Pleasant Valley), northbound Custer Road (north of Apple Valley to Private Wall), southeast corner of Independence Parkway and Hedgecoxe Road, Independence Parkway (Hagen to Ridgeview), northwest corner of Legacy Drive and Coit Road (Camrose to west of Ardrose).					



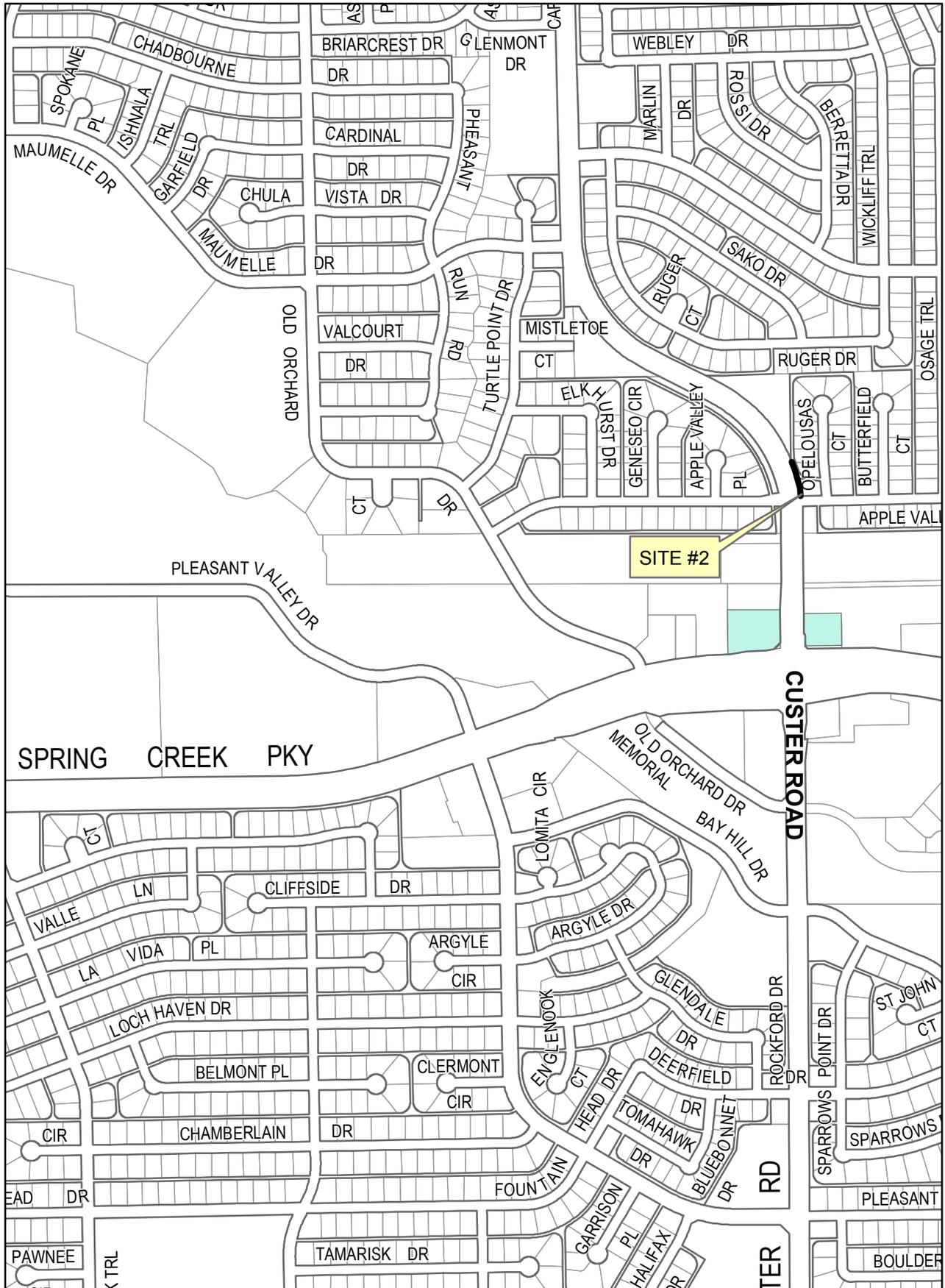
CITY OF PLANO COUNCIL AGENDA ITEM

<https://maps.google.com/maps?q=Custer+Road,+Plano,+TX&hl=en&ll=33.04991>
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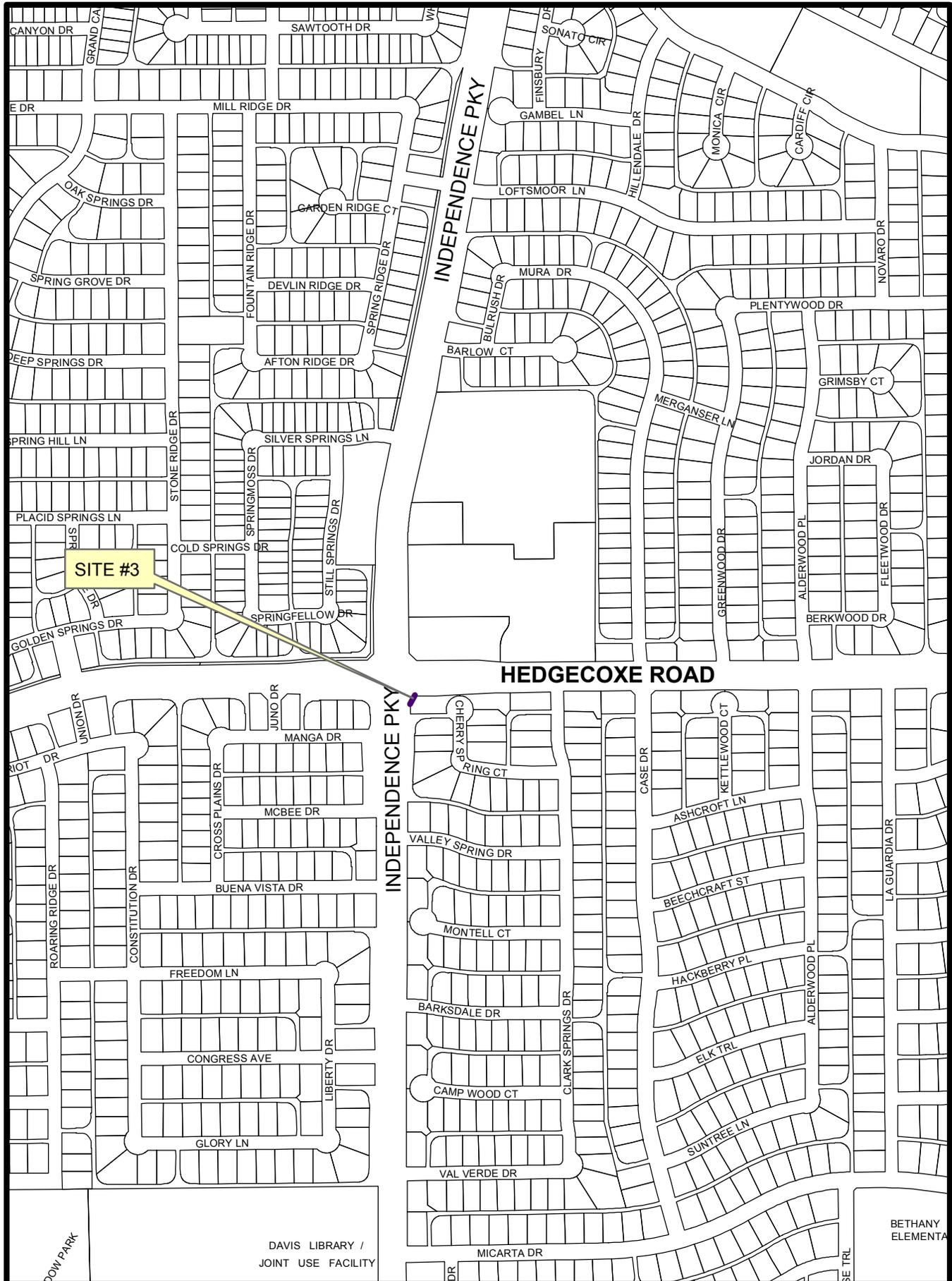
List of Supporting Documents:
Location Maps, Bid Tabulation

Other Departments, Boards, Commissions or Agencies
N/A

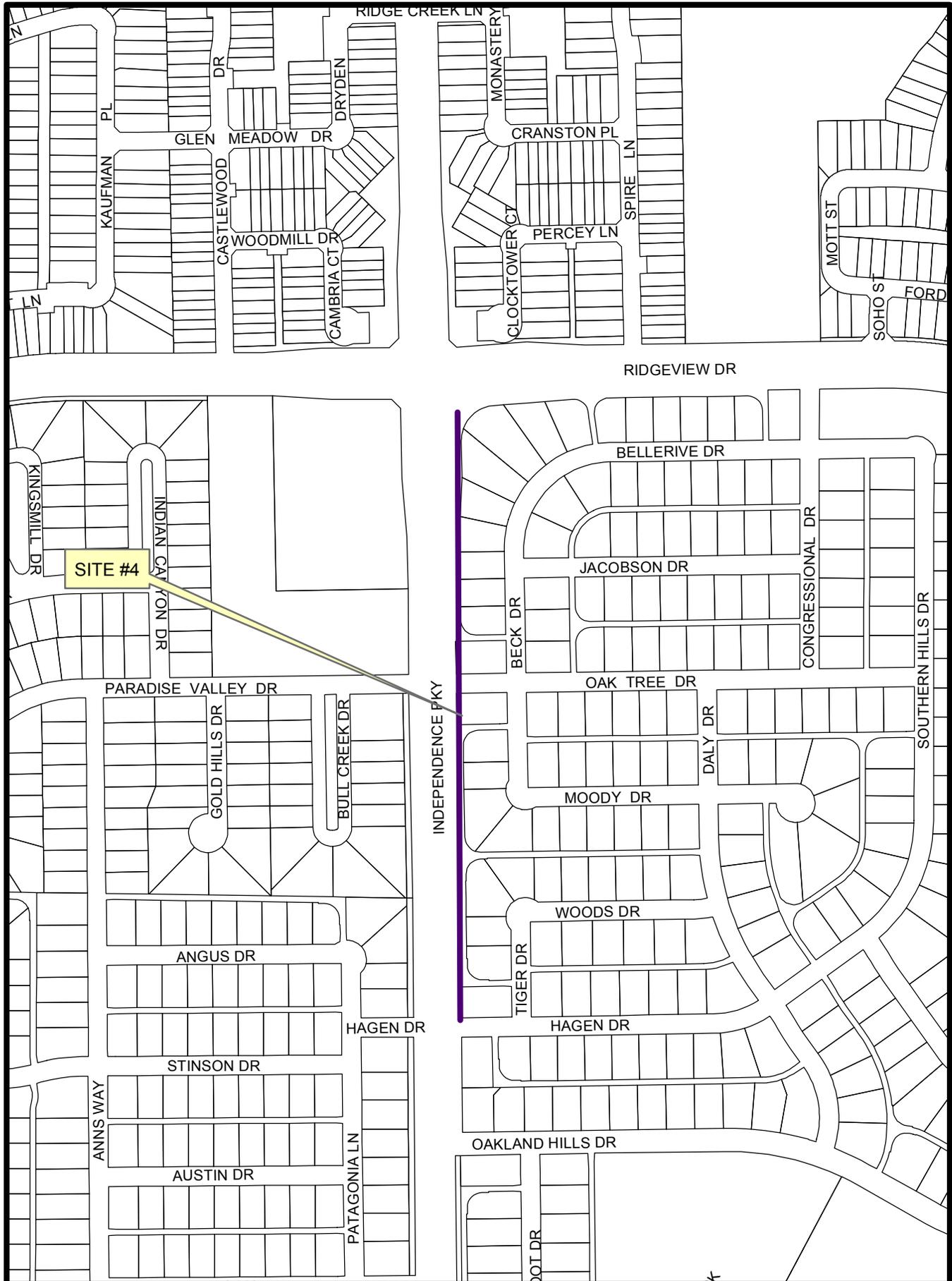
SCREENING & RETAINING WALL RECONSTRUCTION PROJECT NO. 6250



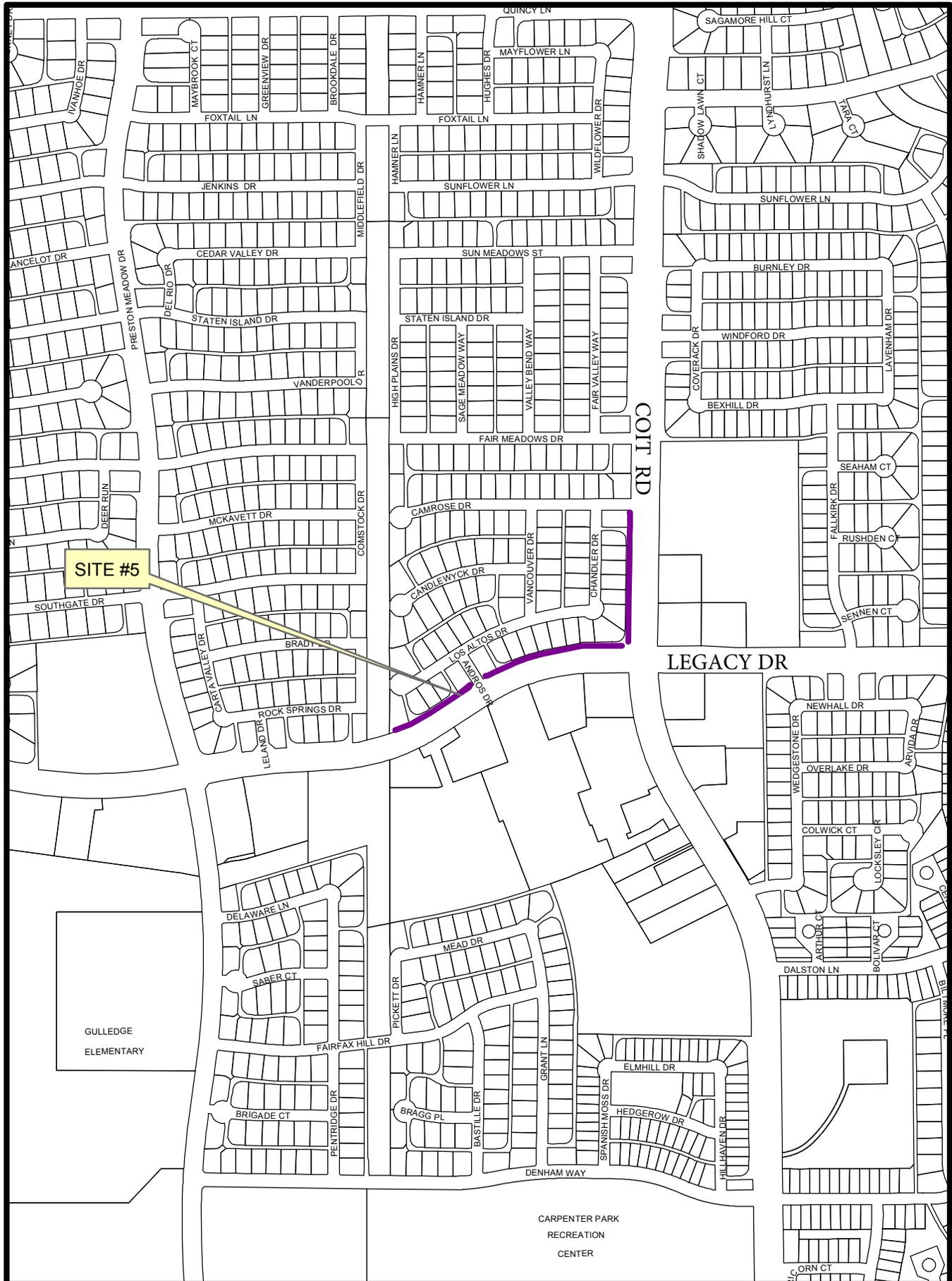
SCREENING & RETAINING WALL RECONSTRUCTION PROJECT NO. 6250



SCREENING & RETAINING WALL RECONSTRUCTION PROJECT NO. 6250



SCREENING & RETAINING WALL RECONSTRUCTION PROJECT NO. 6250



**CITY OF PLANO
 BID TABULATION
 BID NUMBER 2014-68-B
 SCREENING AND RETAINING WALL RECONSTRUCTION, CUSTER,
 INDEPENDENCE AND COIT – PROJECT NO. 6250**

BIDDER:	BID BOND	TOTAL BASE BID	ALT 1 TOTAL BID
TRACON VENTURES, LTD.	YES	\$1,042,032.50	\$1,042,032.50
RATLIFF HARDSCAPE, LTD.	YES	\$1,138,155.20	\$1,138,155.20
GHB EQUIPMENT CO., LLC	YES	\$1,393,350.00	\$1,393,350.00

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

Dianna Wike

1/17/2014

Dianna Wike, Contract Specialist

Date

“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
 CITY OF PLANO TEXAS



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/10/14		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson x 7376				
CAPTION				
Bid No. 2014-58-B for the purchase of four (4) Black and White Chevrolet Caprice Police Package Sedans for the Fleet Services Department, to be utilized by Police from Caldwell Country Automotive (aka Baby Jack II) in the amount of \$112,976, and authorizing the City Manager 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: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	116,000	0	116,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-112,976	0	-112,976
BALANCE	0	3,024	0	3,024
FUND(S): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are available in the FY 2013-14 Adopted Budget to purchase four (4) Black and White Chevrolet Caprice Police Package Sedans for Cost Center #532/Police as scheduled replacements for units to be determined when the vehicles are ready for service. Remaining balance will be used for other Fleet and Equipment purchases.</p> <p>STRATEGIC PLAN GOAL: Providing four (4) Black and White Chevrolet Caprice Police Package Sedans for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends the bid of Caldwell Country Automotive (aka Baby Jack II) in the amount of \$112,976, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Services Department, to be utilized by Police. (Bid No. 2014-58-B)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo			NA	
Bid Recap				



Memorandum

Date: January 23, 2014
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Police Marked Sedans Purchase Recommendation

Fleet Services has reviewed all bids received on City of Plano Bid #2014-58-B and recommends the purchase of four (4) Chevrolet Caprice, Black and White Police Sedans from Caldwell Country Automotive (aka Baby Jack II), the lowest responsive, responsible bidder, in the amount of \$112,976.00.

These vehicles are for the scheduled replacements for Police Patrol units in Cost Center 532/Police, approved in the FY13-14 Equipment Replacement Fund. Due to the age and mileage, Fleet Services recommends these units be replaced. If these vehicles are not replaced we would see a higher cost in vehicle maintenance and it would limit the Department in their capacity to perform the public safety duties within the City of Plano due to increased down time.

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

CITY OF PLANO
BID NO. 2014-58-B
Chevrolet Caprice PPV Sedan
BID RECAP

Bid opening Date/Time: January 14, 2014 @ 2:00 PM

Number of Vendors Notified: 1,161

Vendors Submitting "No Bids": 2

Number of Bids Submitted Non-Responsive: 0

Number of Bids Submitted: 2

Caldwell Country Automotive (aka Baby Jack II)	\$ 112,976.00
Huffines Chevrolet	\$ 117,116.00

Recommended Vendor:

Caldwell Country Automotive (aka Baby Jack II)	\$ 112,976.00
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Lincoln Thompson

January 24, 2014

Lincoln Thompson
Senior Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2-10-2014		
Department:		Building Inspections		
Department Head		Selso Mata		
Agenda Coordinator (include phone #): Nancy Corwin X7137				
CAPTION				
CSP No. 2014-9-B for Downtown Parking Signs to Groves Electrical Service, Inc. in the estimated amount of \$84,000 for the purchase and installation of 10 illuminated parking signs and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	17,982,034	40,260,603	23,142,000	81,384,637
Encumbered/Expended Amount	-17,982,034	-16,647,384	0	-34,629,418
This Item	0	-84,000	0	-84,000
BALANCE	0	23,529,219	23,142,000	46,671,219
FUND(S): CAPITAL RESERVE CIP				
COMMENTS: Funds are available in the 2013-14 Capital Reserve CIP. This item, in the amount of \$84,000 will leave \$23,529,219 available for other Capital Reserve Projects. STRATEGIC PLAN GOAL: Replacing downtown parking signs to give the area a predictable, uniform appearance relates to the City's Goals of Safe Large City and Exciting Urban Centers - Destination for Residents and Guests.				
SUMMARY OF ITEM				
Staff recommends the Competitive Sealed Proposal of Groves Electrical Service, Inc. in the estimated amount of \$84,000.00, be accepted as the best value proposal, and conditioned upon timely execution of any necessary contract documents for Building Inspections purchase and installation of downtown parking signs.				
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



Memorandum

TO: Nancy Corwin, Buyer
FROM: Selso Mata, Chief Building Official
DATE: January 21, 2014
SUBJECT: **Award Recommendation – 2014-9-B CSP Downtown Parking Signs**

Recommendation

The Building Inspections Department recommends award of the 2014-9-B CSP Downtown Parking Signs to Groves Electrical Service, Inc. Groves Electrical Service, Inc. is the most advantageous bidder for the city. The Department believes Groves Electrical Service, Inc. is capable of fully meeting contract requirements. Consequences of non-award will be an impact concerning directional way-finding for parking in downtown.

Contract Expenditure

Total award of this contract is \$84,000.00. This amount is approximately \$9,000.00 under the estimated budget amount.

Action Requested

The total amount related to the funding of this contract is within the estimated expenditure. Please review all documents and begin the necessary steps for the award of this contract.

Justification

Contract purpose: This contract will be utilized for the purchase and installation of 10 illuminated parking signs to direct the public in a uniform and predictable way finding method utilizing a universal "P" parking sign type throughout the downtown area.

As development expands and continues in downtown, traffic increases along with the need to find a parking space. Through the years a variety of signage has been installed to help direct the public to accessible lots. Unfortunately different sign types, sizes, shapes, non-illuminated poles and inconsistent applications of signage have added to the difficulty of finding available parking.

Staff recommends use of consistent parking signage replacing existing signs with the Universal "P" parking designation.

Recap

CITY OF PLANO

**CSP NO. 2014-9-B
Downtown Parking Signs**

CSP RECAP

CSP opening Date/Time: November 20, 2013 @ 3:30 PM

Number of Vendors Notified: 4667

Vendors Submitting "No Bids": 0

Number of Proposals Considered: 1

Groves Electrical Service, Inc. \$84,000

Proposals Received - Not Considered: 0

Recommended Vendor(s):

Groves Electrical Service, Inc. \$84,000

Nancy Corwin

November 20, 2013

Nancy Corwin, Senior Buyer



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/10/14		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson x 7376				
CAPTION				
To approve the purchase of one (1) John Deere 5100M Tractor from John Deere Co., utilizing a HGAC Contract #GR01-12 in the amount of \$46,436 and the purchase of one (1) Toro Pro Core SR75 Aerator from Professional Turf Products utilizing a TASB/Buyboard Contract #373-11 in the amount of \$28,650 for a total of \$75,086 for the Fleet Department, to be utilized by Parks and Recreation, and authorizing the City Manager 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: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	80,000	0	80,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-75,086	0	-75,086
BALANCE	0	4,914	0	4,914
FUND(S): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are available in the FY 2013-14 Adopted Budget to purchase one (1) John Deere 5100M Tractor and one (1) Toro Pro Core SR75 Aerator as new additions for Cost Center #658/Ground Maintenance District #3. Remaining balance will be used for other Fleet and Equipment purchases. STRATEGIC PLAN GOAL: Providing one (1) John Deere 5100M Tractor and one (1) Toro Pro Core SR75 Aerator for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the purchase of one (1) John Deere 5100M Tractor from John Deere Co. in the amount of \$46,436 and the purchase of one (1) Toro Pro Core SR75 Aerator from Professional Turf Products in the amount of \$28,650 for a total of \$75,086 for the Fleet Department, to be utilized by Parks and Recreation, through existing contracts/agreements with HGAC and and TASB/Buyboard. The City is authorized to purchase from Local Cooperative Organizations pursuant to Chapter 271 subchapter F of the Local Government Code and doing so satisfies state law requiring local governments to seek competitive bids for items. (HGAC Contract No. GR01-12 and TASB/Buyboard Contract No. 373-11 / City of Plano Internal Contract No. 2014-100-O and 2014-101-O)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo			NA	



Memorandum

Date: January 16, 2014
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Tractor/Aerator Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) John Deere 5100M Utility Tractor from John Deere Co. through the HGAC contract # GR01-12 in the amount of \$46,435.82 and one (1) Toro Pro Core SR75 Aerator from Professional Turf Products through the TASB/Buyboard contract # 373-11 in the amount of \$28,649.71.

In order to garner competition, Fleet and Purchasing received quotes from two (2) vendors, (John Deere Co. and Landmark Equipment) for the tractors and (Professional Turf Products and Luber Brothers) for the Aerators. Fleet and Purchasing also researched two (2) cooperative contracts (Buy Board & HGAC). After evaluating vendor quotes and cooperative contracts, it was determined that John Deere Co. and Professional Turf Products provided the most value for the City. The John Deere offers a 16 speed transmission vs. a 12 speed on the New Holland submitted by Landmark Equipment. This offers much more flexibility in aeration operations.

This Tractor/Aerator is for a new addition to the Fleet for Cost Center 658/Ground Maintenance Services Dist. #3 in the FY13-14 Capital Outlay.

The equipment will be utilized for ongoing turf restoration in approximately 240 acres of neighborhood and community parks to keep up with the growing demand for desirable athletic practice field space. Benefits of turf aeration include better air exchange, improved nutrient absorption, improved water infiltration and alleviation of compaction.

Without this program in place to help turf heal after continual use, practice fields will deteriorate and conditions will be unsafe and unfavorable for athletic practice, forcing groups to utilize non-designated areas. Compacted soil negatively impacts the benefits listed above and ultimately leads to bare turf, increasing competition with weeds.

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

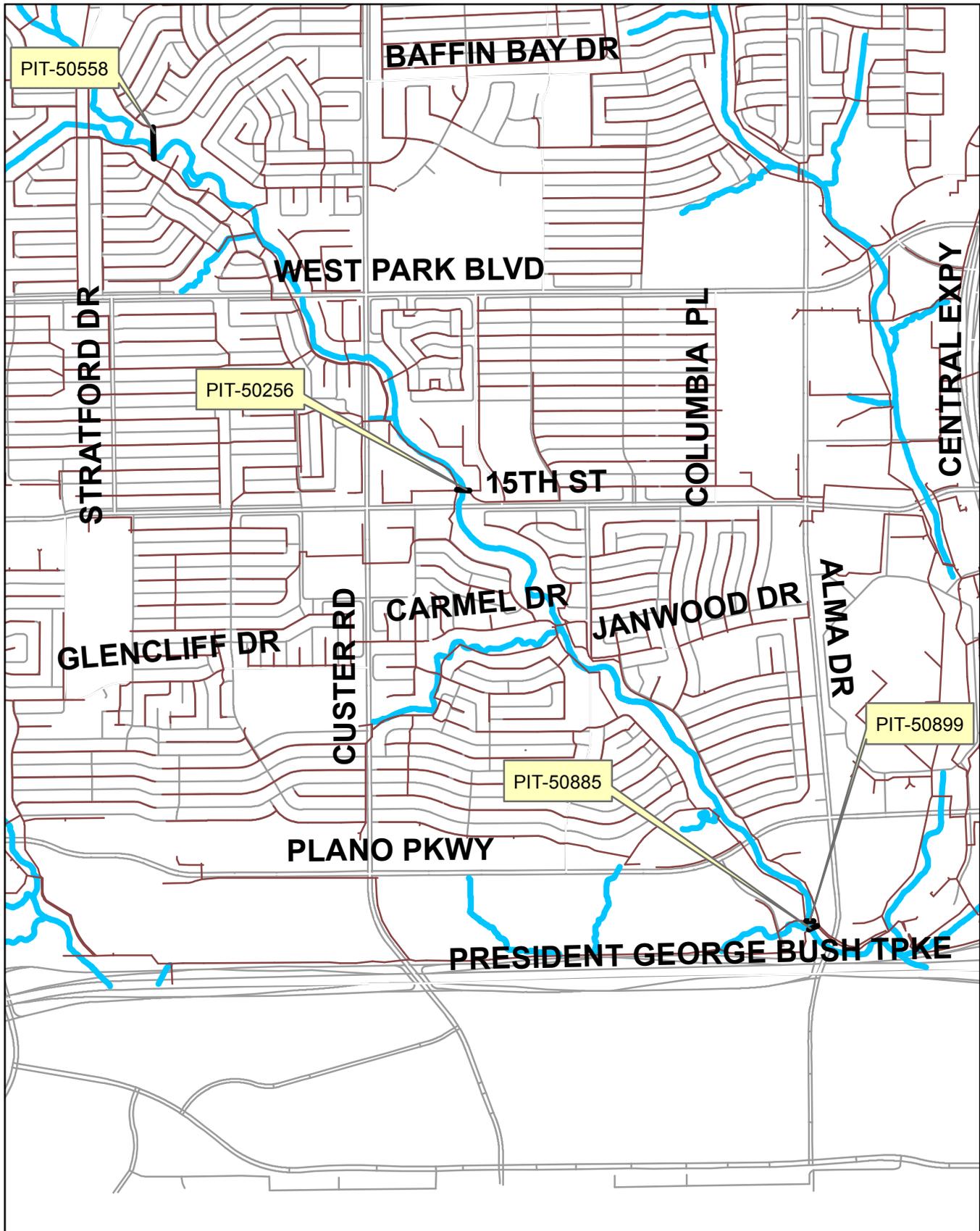
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/10/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				Project No. 6344
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and Gresham, Smith and Partners, in the amount of \$153,481, for the 2014 Erosion Control Improvements at Twelve Aerial Sewer Crossings project and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	155,000	0	155,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-153,481	0	-153,481
BALANCE	0	1,519	0	1,519
FUND(S): MUNICIPAL DRAINAGE CIP				
<p>COMMENTS: .Funds are available in the 2013-14 Municipal Drainage CIP. This item, in the amount of \$153,481, is anticipated to leave a current year balance of \$1,519 for the Erosion Control Improvements at Twelve Aerial Sewer Crossings project.</p> <p>STRATEGIC PLAN GOAL: Protecting existing aerial sewer crossings from potential damage due to erosion relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
This agreement is for the engineering services required to prepare engineering design plans for the repair of existing and/or installation of new erosion control structures for the erosion related protection of twelve existing aerial sewer crossings in the City of Plano.				
BASIC SERVICES				
<u>TASK</u>				<u>ESTIMATED BUDGET</u>
PRELIMINARY ENGINEERING				\$29,200
FIELD SURVEYING.....				\$39,080
FIELD INVESTIGATION AND REPORT				\$12,710
FINAL DESIGN.....				\$34,635
CONSTRUCTION DOCUMENTS & RECORD DRAWINGS				<u>\$5,100</u>
BASIC SERVICES TOTAL				\$120,725



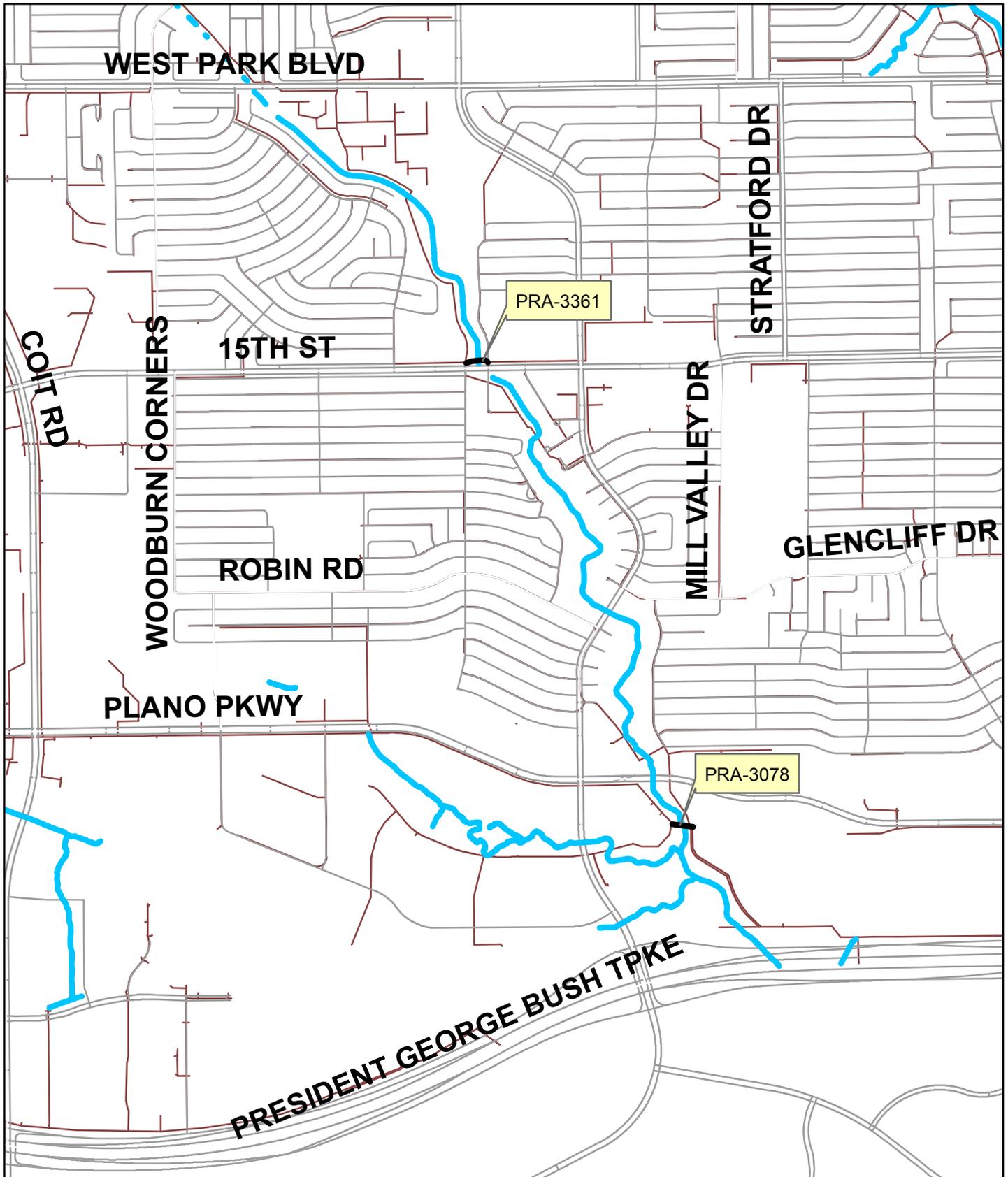
**CITY OF PLANO
COUNCIL AGENDA ITEM**

<u>TASK</u>	SPECIAL SERVICES	<u>ESTIMATED BUDGET</u>
SOIL HAND SAMPLES – 4 EACH		\$4,320
CCTV COORDINATION		\$1,000
12 SITE VISITS DURING CONSTRUCTION		\$22,836
REIMBURSABLE EXPENSES		\$4,600
SPECIAL SERVICES TOTAL.....		\$32,756
	TOTAL FEE	\$153,481
<p>https://maps.google.com/maps?q=aLMA+DRIVE+%26+PLANO+PARKWAY,+PLANO+TX&hl=en&ll=33.009959</p> <p>https://maps.google.com/maps?q=INDEPENDENCE+PKWY+%26+PLANO+PARKWAY,+PLANO+TX&hl=en&ll=33.008735</p> <p>https://maps.google.com/maps?q=SHILOH+ROAD+%26+18TH+STREET,+PLANO+TX&hl=en&ll=33.008735</p> <p>https://maps.google.com/maps?q=CROSS+BEND+ROAD+%26+CUSTER+ROAD,+PLANO+TX&hl=en&ll=33.048889</p> <p>https://maps.google.com/maps?q=ALMA+DRIVE+%26+BAXTER+DRIVE,+PLANO+TX&hl=en&ll=33.078597</p> <p>https://maps.google.com/maps?q=MCDERMOTT+ROAD+%26+RASOR+BOULEVARD,+PLANO+TX&hl=en&ll=33.078597</p>		
List of Supporting Documents: Location Maps; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A	

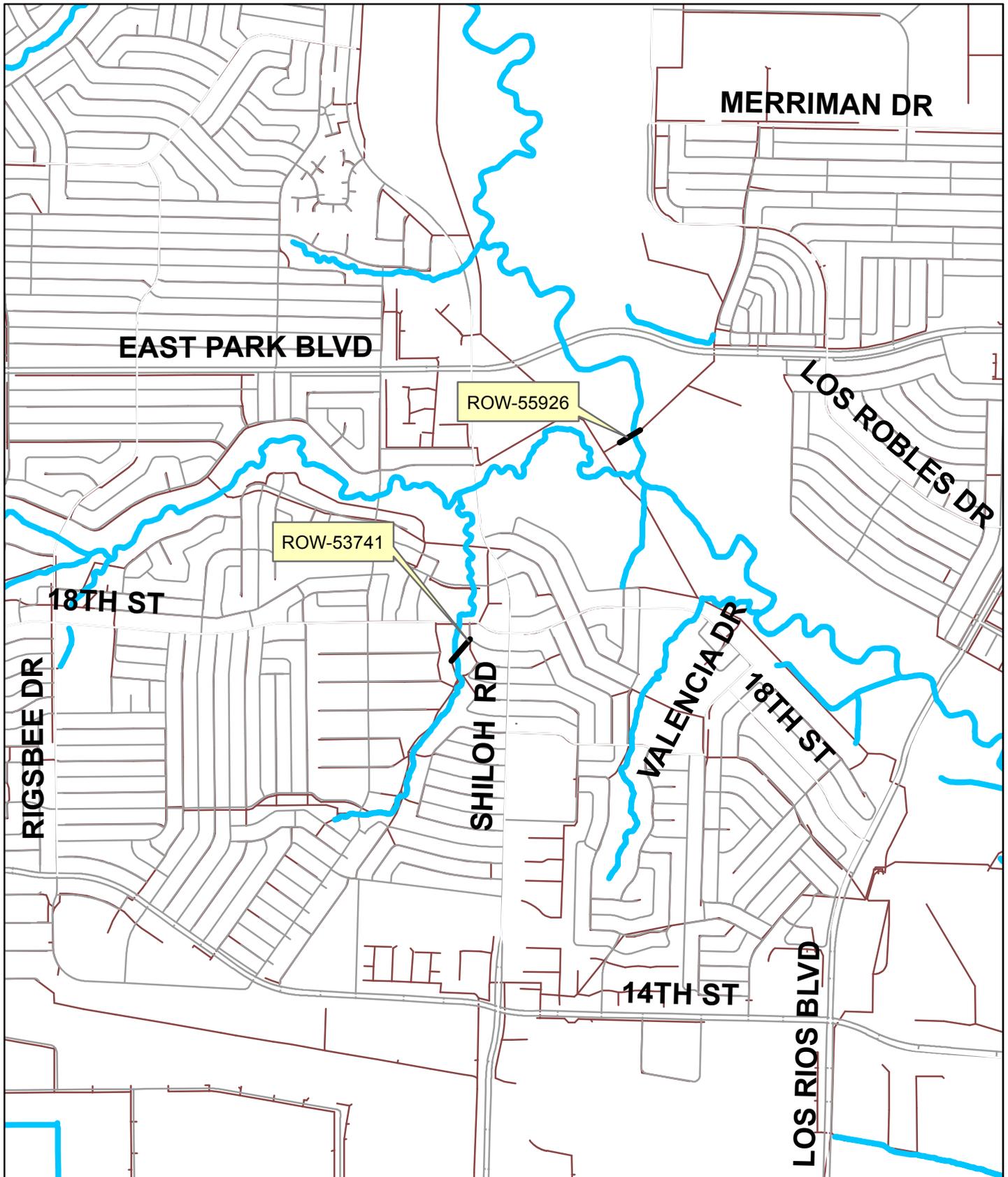
2014 EROSION CONTROL IMPROVEMENTS AT TWELVE AERIAL CROSSINGS PROJECT NO. 6344



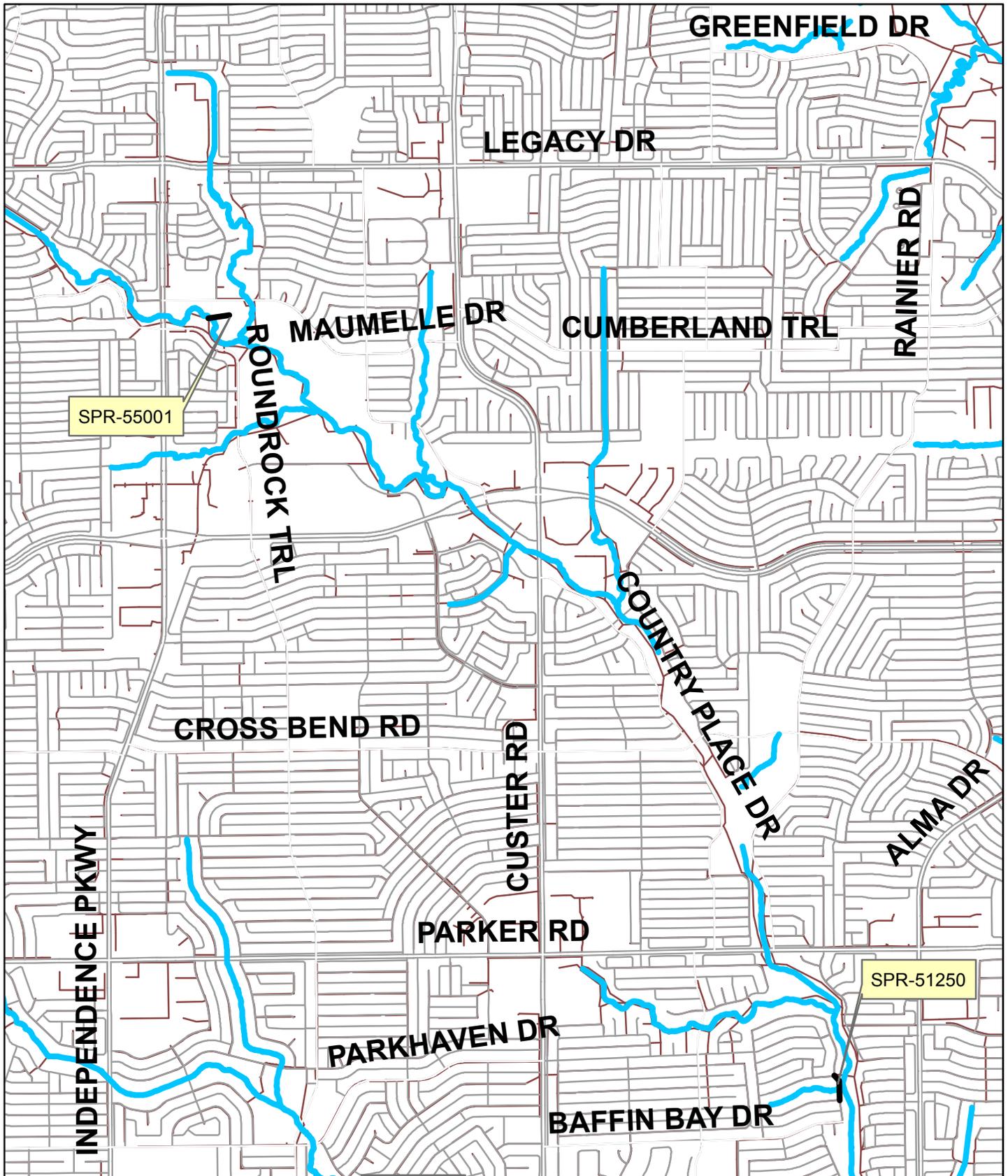
2014 EROSION CONTROL IMPROVEMENTS AT TWELVE AERIAL CROSSINGS PROJECT NO. 6344



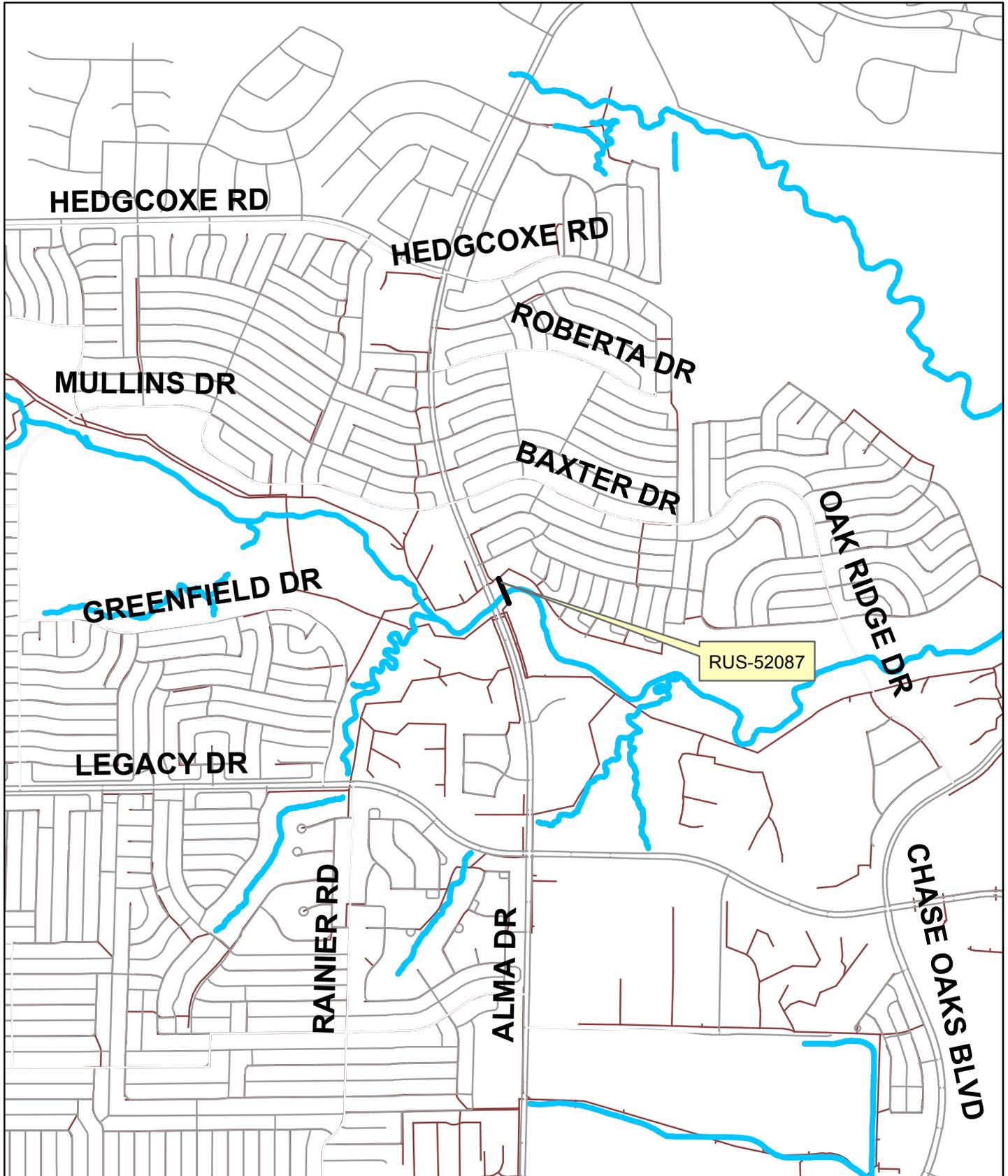
2014 EROSION CONTROL IMPROVEMENTS AT TWELVE AERIAL CROSSINGS PROJECT NO. 6344



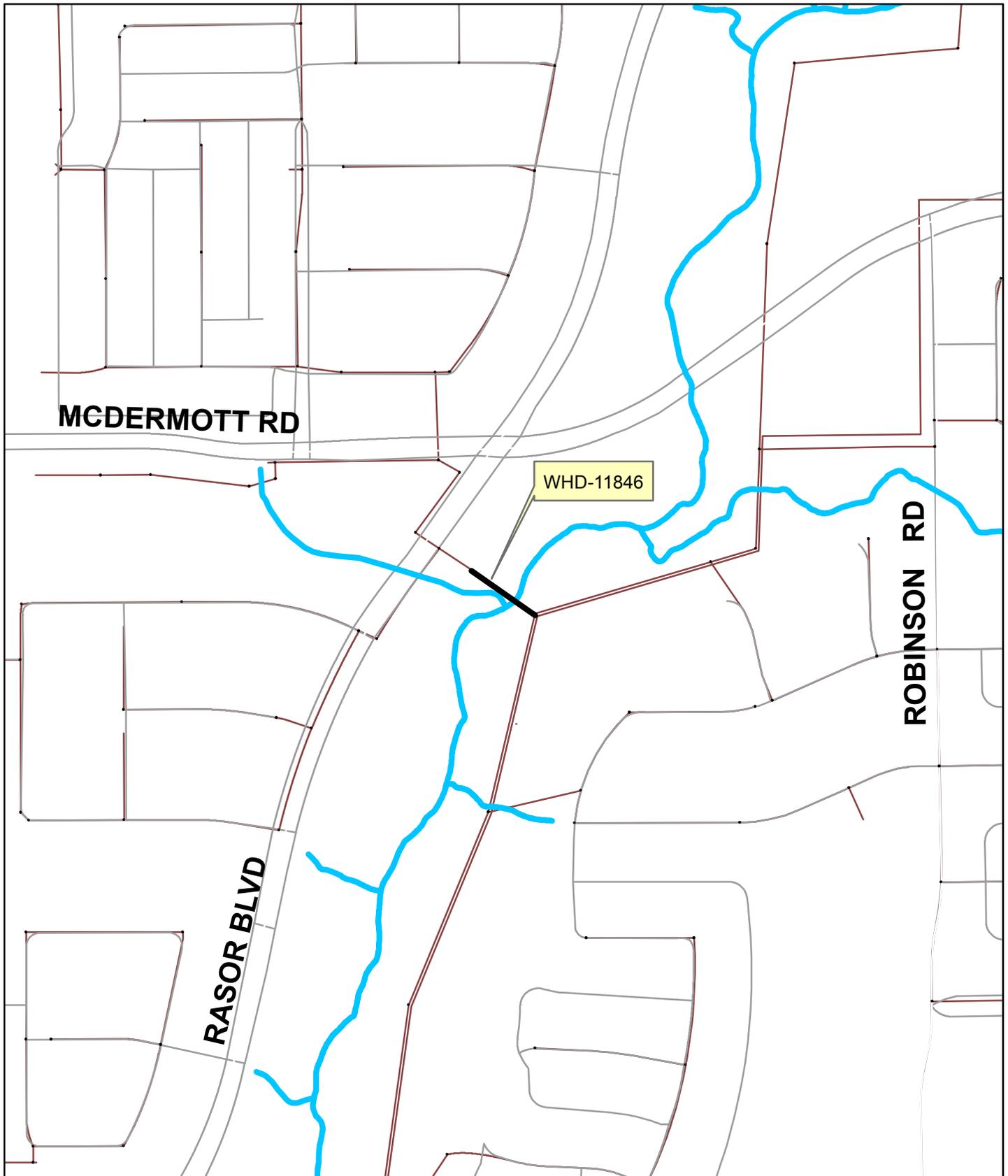
2014 EROSION CONTROL IMPROVEMENTS AT TWELVE AERIAL CROSSINGS PROJECT NO. 6344



2014 EROSION CONTROL IMPROVEMENTS AT TWELVE AERIAL CROSSINGS PROJECT NO. 6344



2014 EROSION CONTROL IMPROVEMENTS AT TWELVE AERIAL CROSSINGS PROJECT NO. 6344



**2014 EROSION CONTROL IMPROVEMENTS AT TWELVE AERIAL
SEWER CROSSINGS**

PROJECT NO. 6344

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 **GRESHAM, SMITH AND PARTNERS, a TENNESSEE GENERAL PARTNERSHIP COMPANY, LICENSED TO DO BUSINESS IN THE STATE OF TEXAS**, company hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **2014 EROSION CONTROL IMPROVEMENTS AT TWELVE AERIAL SEWER CROSSINGS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY

NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. 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 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 THE REQUIRED 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 THE CITY.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

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
Attn: Shahrzad Tavana, P.E.
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:

Gresham, Smith and Partners
Attn: Alex Martinez, P.E., Principal
2811 McKinney Avenue, Suite 300
Dallas, TX 75204

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.

G. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

GRESHAM, SMITH AND PARTNERS
A TENNESSEE General Partnership
Company, Licensed to do business in
the State of Texas

DATE: _____

BY:  _____
John A. Lengel
EXECUTIVE VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF OHIO §
 §
COUNTY OF FRANKLIN §

This instrument was acknowledged before me on the 24 day of January, 2014, by **JOHN A. LENGEL, EXECUTIVE VICE PRESIDENT**, of **GRESHAM, SMITH AND PARTNERS**, a **TENNESSEE GENERAL PARTNERSHIP** Company, **Licensed to do Business in the STATE OF TEXAS**, on behalf of said general partnership company.



KELSEY R. OSLER
NOTARY PUBLIC, STATE OF OHIO
FRANKLIN COUNTY
My Commission Expires 12/10/2018



Notary Public, State of Ohio

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT A

SCOPE OF SERVICES

2014 EROSION CONTROL IMPROVEMENTS AT TWELVE AERIAL SEWER CROSSINGS PROJECT NO. 6344

The project includes design and plan preparation for repair of existing erosion control or new erosion control installations for erosion protection of twelve aerial sewer crossings in the City of Plano. These sites are as follows:

SITE	ID	Location
1	PIT-50558	Sewer crossing behind 2605 Timbercreek Drive
2	SPR-55001	Sewer crossing over unnamed tributary of Spring Creek just east of Independence Parkway in Jack Carter Park.
3	SPR-51250	Sewer Crossing over Spring Creek between Alma Drive and West Park Boulevard.
4	ROW-53741	Sewer Crossing over an unnamed tributary of Rowlett Creek just south of 18th Street.
5	RUS-52087	Sewer crossing over Russell Creek south of Hoblitzelle Park Trail and east of Alma Drive.
6	WHD-11846	Sewer crossing over White Rock Creek southeast of the McDermott Road and Razor Road intersection.
7	PRA-3361	Sewer crossing over Prairie Creek on the north side of 15th Street between Mollimar Drive and Silverwood Lane.
8	PIT-50256	Sewer crossing over Pittman Creek north of 15th Street between Rio Grande Drive and Custer Road.
9	PIT-50899	Sewer crossing over Pittman Creek in an east-west orientation northwest of the intersection of Alma Drive and SH 190.
10	PIT-50885	Sewer crossing over Pittman Creek in a northeast-southwest orientation northwest of the intersection of Alma Drive and SH 190.
11	PRA-3078	Sewer crossing over Prairie Creek between SH 190 and Plano Parkway east of Independence Parkway.
12	ROW-55926	Sewer crossing over Rowlett Creek south of East Park Boulevard within Bob Woodruff Park between Shiloh Rd. and Los Robles Dr.

PART I - PRELIMINARY ENGINEERING

A. Preliminary Investigation/Data Collection

1. Review reports, utility plans and data Collection including available City of Plano reports on the erosion problems, coordinate with City staff, obtain pertinent utility plans, street plans, plats, existing easement information, and other features within each site.

2. Field Surveying for Design Phase
 - a. Research City of Plano Bench Marks at each site. Establish a local control network and tie into the existing City of Plano control network.
 - b. Obtain copy of Warranty Deed or Plat from Collin County and copy of easement for subject pipeline per utility crossing at each site. Tie right-of-way lines and property lines to the sites.
 - c. Research City of Plano utility plans at each site.
 - d. Perform Topographic Surveying. Pertinent creek features for design including top of bank, existing walls and slabs, existing buildings, existing pavements, fences, and utility appurtenances such as water valves, fire hydrants, manholes, etc., (within construction area) on the sites will be located. Cross-sections of the existing ground features needed for design will be taken. The length of the surveying along the creeks will vary and will be approximately 70' to 100' upstream and downstream from utility crossing at each site. Locate trees (6" Dia. and larger), verify horizontal and vertical locations of existing city facilities on the sites.
 - e. Contact utility companies to locate and uncover utilities which conflict with the proposed project. When underground utilities are exposed by others at the City's request, tie to the local control network.
 - f. Prepare base drawing showing located features and one-foot contour intervals for each site.
3. Field Investigation:
 - a. Assess existing extent of soil erosion along utility crossing support structures, determine the limits of stream bank erosion and make embankment slope stability observations.
 - b. Determine soil characteristics. Through site visits, and attaining soil samples utilizing shallow core soil sampling, determine depth of firm support soils, description of soil types and stability. Shallow depth soil sampling will be obtained to evaluate soil properties in specific site crossing locations only. Engineer will take reasonable precautions to avoid damage to utilities and flatwork at the sites. Dig Tess will be contacted, prior to excavating or attaining bore soil samples, in order to ascertain the location of franchise and public utilities within the proximity of each site where potential soil bore are deemed necessary at particular sites.
 - c. Evaluate potential solutions for alleviating soil erosion concerns at each specific utility site crossing. Laboratory testing will be performed to confirm selected design alternatives at specific site as deemed necessary.
 - d. Most sites are inaccessible to perform truck-mounted borings. Most of the sites scheduled for investigation are inaccessible to truck mounted drilling equipment. Additionally, it may not warrant the need to attain deep soil sampling bores on the sites that may be accessible. however, a more thorough examination of the particular sites during the course of the on-site forensic investigation process will determine the need to obtain deep soil sampling bores.
 - e. Prepare report of findings to include summary of field investigation.
- B. Preliminary Design
 1. Prepare preliminary plans:
 - a. Establish preliminary horizontal and vertical alignment of erosion protection measures at sites of new or repair of existing erosion protection installations.
 - b. Prepare cross-sections of proposed erosion protection indicating the general orientation of the improvements with respect to the channel.

- c. Establish design concepts for repair and/or anchorage of existing erosion protection elements.
 - d. Show location of utility crossings, adjacent utilities, and other improvements within the construction zone of the proposed improvements at each site.
 - i. Contact franchise utility companies such as gas, telephone, cable TV, and electricity to obtain record information for horizontal and vertical data for their facilities. Identify which utilities must be protected or relocated.
 - ii. Show locations of exposed utilities and reference to the local control network.
 - e. Establish easement needs including permanent and temporary construction easements. Show existing easements on the plans.
 - f. Document and photograph current channel conditions and identify potential locations of construction access and staging.
2. Prepare a preliminary opinion of probable construction cost (OPCC) for the proposed improvements to confirm that the project is in general accordance with the construction budget. The OPCC will not be a guarantee of the construction cost.
 3. Submit to the City of Plano three (3) sets of preliminary plans to include each site listed above.
 4. Meet with the City of Plano to reconcile City review comments on preliminary plans.
 5. Issue one set of preliminary plans to local utility companies for coordination and identification of impacts to their facilities.

PART II - FINAL ENGINEERING

- A. Final Design
 1. Finalize design of proposed improvements.
 2. Revise preliminary plans and incorporate comments from the City of Plano.
 3. Incorporate comments from the utility companies
 4. Incorporate standard details into the plans and other site specific details when required.
- B. Prepare final technical specifications.
- C. Update the OPCC based on the final design of each site.
- D. Assist in preparing final bid documents. The City of Plano will prepare the final form of construction documents. The following information to be supplied by the Engineer:
 1. One copy of technical specifications.
 2. Project specific information for use with the City of Plano standard construction agreement form, including the notice to contractors, bid proposal and contract bid schedule forms.
 3. One set of black line prints of final plans and one electronic set of final plans.
- E. Provide necessary Storm Water Pollution Prevention Concept Plans in accordance with the City of Plano requirements.
- F. Furnish the City of Plano with the following final documents:
 1. Three sets of black line prints of final drawings for approval by City.
- I. Assist the City of Plano staff in distribution of documents for bids. Furnish additional sets of contract documents for bidding or as directed by the City of Plano.
 1. Furnish additional sets of 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.
 2. The cost for plans and contract documents provided for the purpose of securing bids shall be recovered by the Engineer by a non-refundable deposit from Contractors. Maintain a list of plan holders.
- J. Attend a pre-bid conference.

- K. Attend the bid opening and provide tabulation and analysis of the bids received and furnish recommendations on the award of the contract or the appropriate action to be taken by the City of Plano.
1. Evaluate the lowest and second lowest bidder. Bid evaluation will include the contractor's:
 - a. Past work history
 - b. Financial resources
 - c. Physical resources to produce the project.
 2. Provide a summary of the bid analysis to the City for use in selection and award of the construction project.

PART III - CONSTRUCTION ADMINISTRATION

- A. Furnish 13 sets of final plans and seven (7) sets of the contract documents marked "**For Construction**".
- B. Assist the City of Plano staff in conducting one pre-construction conference with the Contractor.
- C. Assist the City of Plano in arranging for testing of materials and laboratory control during construction, which is to be conducted at the City's expense.
- D. Perform a maximum of 12 total visits to observe the progress and the quality of work and to attempt to determine if the work is proceeding in accordance with the Contract Documents. If the Engineer is requested to visit the site more frequently, the requested visits shall be considered an Additional Service. In performing the services above, the Engineer will endeavor to protect the City of Plano against defects and deficiencies; however, it is understood that the Engineer does not guarantee the Contractor's performance, nor is the Engineer responsible for supervision of the Contractor's operation and employees. The Engineer shall not be responsible for the acts or omissions of any person at the Project sites or otherwise performing any of the work of the Project.
- E. Review submittals that may include samples, catalog data, shop drawings, laboratory tests, shop mill tests of material and other information to assure conformity with construction plans. Provide written responses to requests for information or clarification.
- F. Interpret intent of the drawings and technical specifications for the City of Plano and the Contractor.
- G. Conduct, in company with the City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Contract Documents.
- H. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting the changes in the Project made during construction. The Engineer shall submit one set of "Record Drawings" to the Engineering Inspector for review and approval. Upon approval, the city shall have the drawings processed in the following quantities and formats:
 1. One set of 24" x 36" black-line plans ready for microfilming shall be submitted to the Engineering Department from Design Engineer.
 2. Two CD-ROM disks containing scanned images of the 24" x 36" final "Record Drawings" black-line drawings with "Record Drawings stamps" bearing the signature of the Engineer and the date.

PART IV - ADDITIONAL SERVICES

Additional Services to be performed by Engineer, if authorized by the City of Plano, which are not included in the above-described basic services, are described as follows:

- A. Hydraulic modeling of proposed improvements.
- B. Assisting City of Plano with public meetings or hearings to inform residents.
- C. Performing title searches and examination of deed records.

- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Providing full time site inspection during construction of the project.
- F. Truck mounted bore drilling.
- G. Performing designs for trench safety and retaining walls, etc. which are not included in the above Scope of Services.
- H. Revisions to plans as result of revisions after completion of original final design.
- I. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including preparation of engineering data and reports for assistance to the City of Plano.
- J. Assisting the City of Plano in claims disputes with the Contractor(s).
- K. Assisting the City of Plano in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- L. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance other than listed in the above Scope of Services, and other assistance required addressing environmental issues.
- M. Any Corps of Engineers work including but not limited to wetlands delineation, meetings with the Corps of Engineers staff, wetlands mitigation, or any other work not listed in the Scope of Services.
- N. Attending homeowners and/or Council meetings including preparation of all displays, reports, or other data for use at such meetings.
- O. Preparation of plans and/or specifications related to the relocation of utilities.
- O. Fees for permits and advertising.
- P. Flood plain reclamation plans.
- Q. Consulting services by others not included in proposal.
- R. Inspection and testing services during construction.
- S. Preparation and processing monthly or final construction pay estimates.
- T. Determination of a floodway.
- U. Preparation of a Request for Letter of Map Revision or Conditional Letter of Map Revision, or any work pertaining to it.
- V. Preparation of easement documents.

EXHIBIT B

SCHEDULE OF WORK

2014 EROSION CONTROL IMPROVEMENTS AT TWELVE AERIAL
SEWER CROSSINGS
PROJECT NO. 6344

Activity	Duration (working days)*
Notice to Proceed	1
Preliminary Design	120
City First Review	20
Final Design & Preparation of Special Conditions and Technical Specifications	55
City Second Review	20
Revise Final Plans & Specifications	15
City Final Review	5
Assemble Bid Documents	5
Advertise for Bids	12
Receive Bids	1
Research Bidder(s) and Prepare Recommendation	4
Prepare City Council Agenda	20
Council Award	0
Prepare & Execute Contract	30
Schedule Preconstruction Meeting	7
Notice to Proceed	10
Construction	180

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

EXHIBIT C

COMPENSATION AND METHOD OF PAYMENT

2014 EROSION CONTROL IMPROVEMENTS AT TWELVE AERIAL
SEWER CROSSINGS
PROJECT NO. 6344

BASIC SERVICES:

A. Preliminary Engineering	\$ 29,200.00
B. Field Surveying	\$ 39,080.00
C. Field Investigation and Report	\$ 12,710.00
D. Final Design	\$ 34,635.00
E. Construction Documents & Record Drawings	\$ 5,100.00

SUBTOTAL BASIC FEE

\$ 120,725.00

SPECIAL SERVICES:

A. Soil Hand Samples – 4 Each	
B. CCTV Coordination	\$ 4,320.00
C. 12 Site Visits During Construction	\$ 1,000.00
D. Reimbursable Expenses	\$ 22,836.00
	\$ 4,600.00

SUBTOTAL SPECIAL SERVICES

\$ 32,756.00

TOTAL FEE

\$ 153,481.00

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

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 of \$2,000,000

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Gresham, Smith and Partners and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Gresham, Smith and Partners is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Gresham, Smith and Partners
Name of Consultant

By: 
Signature

John A. Leagal Jr
Print Name

Exec. V.P.
Title

1/24/14
Date

STATE OF OHIO §
 §
COUNTY OF FRANKLIN §



KELSEY R. OSLER
NOTARY PUBLIC, STATE OF OHIO
FRANKLIN COUNTY
My Commission Expires 12/10/2018

SUBSCRIBED AND SWORN TO before me this 24 day of January, 2014.


Notary Public, State of Ohio



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	2/10/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and David McCaskill Design Group in the amount of \$244,035 for park master plan services for Carpenter Park and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	600,000	2,400,000	3,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-244,035	0	-244,035
BALANCE	0	355,965	2,400,000	2,755,965

FUND(S): **PARK IMPROVEMENT CIP**

COMMENTS: This item, in the amount of \$244,035, will leave a current year balance of \$355,965 for the Carpenter Park Renovation project.

STRATEGIC PLAN GOAL: Master planning services to develop a core plan for the redevelopment of Carpenter Park relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This Landscape Architectural Services Agreement is for master planning services at Carpenter Park. Program elements being considered for re-development of Carpenter Park include completion of a loop trail around the entire park, playground, mini-stadiums, restroom/concession building, plaza areas, additional or modified parking, additional full size turf fields, field lighting on some or all of the fields, new irrigation, screened dumpster areas, screened mini-storage areas, upgrade of existing drainage channel, improved access between the north and south sides of the park, wayfinding system, and investigate use of recycled water for irrigation purposes.

The scope of work also includes a topographic and existing conditions survey, stakeholder meetings, hydrologic analysis, hydraulic analysis, water needs and irrigation water source analysis.

David McCaskill Design Group was selected through a RFQ process that included proposals from 13 consultants.

The budget for the re-development of Carpenter Park is \$6,000,000.

Project Location Map –
<http://goo.gl/maps/9mvMU>

List of Supporting Documents:
Location Map
Landscape Architecture Services Agreement

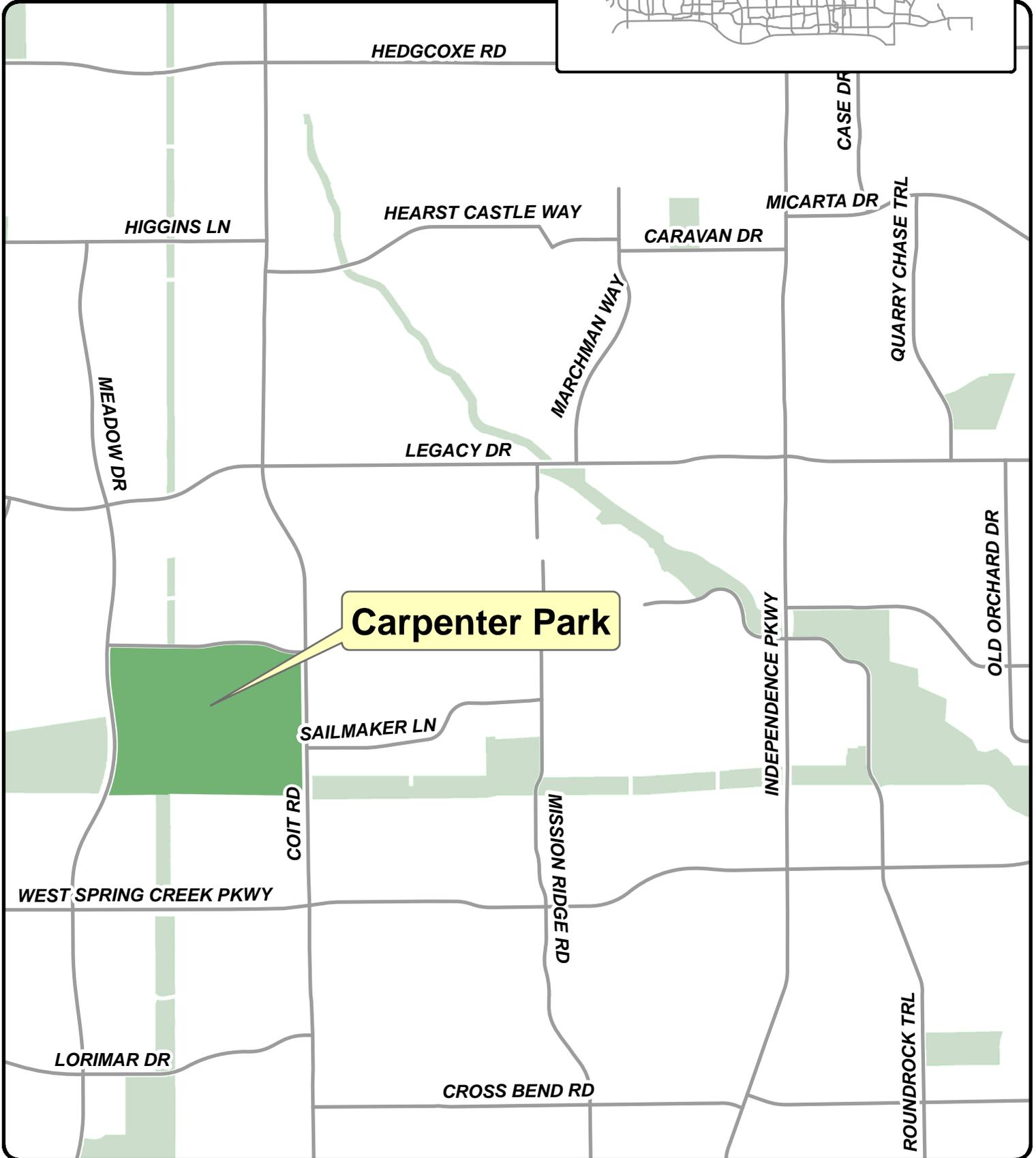
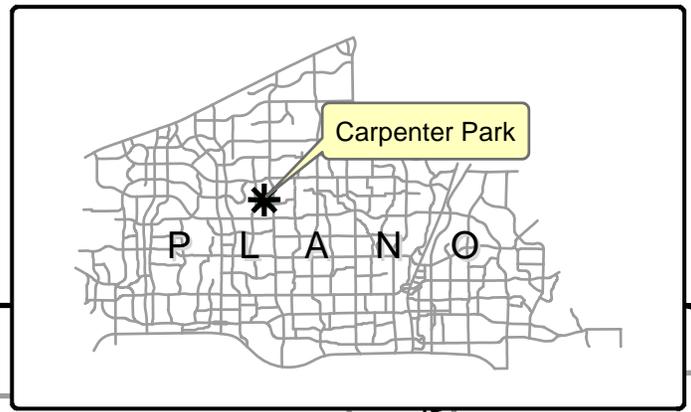
Other Departments, Boards, Commissions or Agencies



Location Map



0 0.25 0.5 Miles



CARPENTER PARK RE-DEVELOPMENT MASTER PLAN

PROJECT NO. 6400

LANDSCAPE ARCHITECT 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 **DAVID MCCASKILL DESIGN GROUP**, a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **CARPENTER PARK RE-DEVELOPMENT MASTER PLAN** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such Architectural 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 Architect

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

II. Scope of Services

The parties agree that Architect 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 contract modifications orders may be authorized from time to time by the City.

III. Schedule of Work

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

reasonable control of Architect, 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 Architect 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 Architect and available in City's files.

VI. Insurance

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

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR

ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ARCHITECT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. 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 ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect 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 Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect 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 Architect 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 Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect 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 Architect 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 Architect shall execute the affidavit shown in Exhibit "E". Architect 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 Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect 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. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect 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, Architect 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 Architect'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, Architect agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Parks Department
Attn: Kevin Murray
P.O. Box 860358
Plano, TX 75086-0358

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

David McCaskill Design Group
Attn: David McCaskill
602 E. Southlake Blvd.
Southlake, TX 76092

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 Architect, 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.

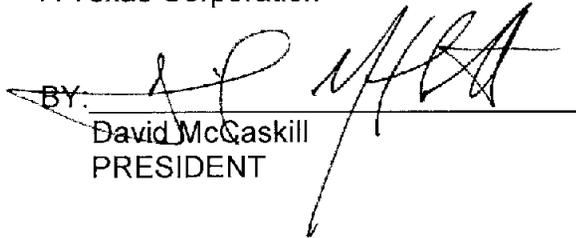
G. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

DAVID MCCASKILL DESIGN GROUP
A Texas Corporation

DATE: 1.9.14

BY: 
David McCaskill
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 9th day of January, 2014, by **DAVID MCCASKILL, PRESIDENT** of **DAVID MCCASKILL DESIGN GROUP**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Carpenter Park Re-Development Master Plan

Exhibit A – Scope of Work

The LANDSCAPE ARCHITECT shall provide the following basic services:

GENERAL DESCRIPTION: Recreational Design Services shall include preparation of a master plan for the re-development of the existing Carpenter Park. The Re-Development Master Plan shall include the following proposed improvements:

- Completion of a loop trail around the park.
- Playground.
- Mini stadiums that will include covered seating, security fencing and will eventually include 70'x120' synthetic turf fields.
- Restroom/Concession Building(s).
- Accommodations for a concession trailer/food truck.
- Paved plaza area.
- Additional parking and/or modification of existing parking.
- Additional full size 70'x120' turf fields.
- Lighting of some or all of the new turf fields.
- New irrigation system.
- Screened dumpsters.
- Screened mini storage units.
- Upgrades to the existing 90' baseball fields and the softball 2-plex.
- Upgrade of the existing drainage channel.
- Improved pedestrian access from the south side of the complex to the north side.
- Wayfinding system.

The City plans to decommission only a portion of the turf fields at one time, therefore the projected will be divided into two (2) phases.

The anticipated budget for the proposed park re-development is \$6,000,000.00.

The preparation of the Park Re-Development Master Plan will include the following tasks:

- 1.01 KICKOFF MEETING: The kickoff meeting will be held to introduce the project team to the City staff associated with the project, to further define the City's expectations, to establish a well defined scope and to finalize the project schedule. City staff representatives from the parks

- department (planning and recreation), police department, traffic department and engineering department (floodplain management) should be in attendance at this meeting. Notes will be taken to record items discussed and decisions made during this meeting.
- 1.02 SITE VISIT – Upon completion of the kickoff meeting the design team will visit the site to better familiarize themselves with the existing conditions. City staff will accompany the design team to point out specific items or areas the design team needs to focus on.
- 1.03 TOPOGRAPHIC AND EXISTING CONDITIONS SURVEY: Existing conditions and topographical survey. Survey services will include the following;
- Preparation of a base map showing property lines and utility easements using base information provided by the City.
 - Locating property corners to relate the survey to the existing utility easements and property lines.
 - Establishing horizontal and vertical control for the project.
 - Tie coordinates all existing improvements within the park, using X, Y and Z coordinate points.
 - Locating all trees six (6") inch caliper or larger within the survey area.
 - Preparation of a final base map/ topographic drawing in a digital format showing all existing features, utility easements, flood limits, one (1') foot contours and a 3D Land XML file.
- 1.04 TOUR OF FACILITIES – The LANDSCAPE ARCHITECT will organize a tour, for City staff, of similar soccer facilities in nearby communities to get an understanding of what other communities are providing. The LANDSCAPE ARCHITECT will organize this all day tour and will provide transportation and lunch. Notes will be taken to record items liked and disliked at each facility and to record items discussed during this facilities tour.
- 1.05 PROGRESS REVIEW MEETINGS – We anticipate three (3) progress review meetings with City staff during the course of the master plan preparation. Notes will be taken at these meetings to record items discussed and decisions made during this meeting.
- 1.06 BASE MAP PREPARATION – A CAD file base map will be prepared using aerial photographs, two (2') contour lines and any existing utility maps, property maps and as-built construction drawings of the park that will be provided by the CLIENT.
- 1.07 PUBLIC MEETING - A public meeting will be held on site prior to the start of the master planning process to gather feedback from the general public regarding their expectations for the redevelopment of Carpenter Park. A brief over-view of the anticipated scope and timeline for improvements will be presented to provide the public with an understanding of this redevelopment project. Stations, manned by individual members of the project team, will be set up to discuss various aspects of the proposed development including lighting, irrigation, drainage, sports fields and buildings. The public will be asked to write down their suggestions at each station so we have a record of their input. A master copy of all the feedback received at the public meeting will be prepared by the LANDSCAPE ARCHITECT. The Owner will be responsible for distributing invitations to the public meeting and organizing the venue.

1.08 STAKEHOLDER MEETINGS – Prior to the start of the master plan process meetings will be held with the following stakeholder groups:

- Plano Youth Soccer
- Plano Sports Authority
- Plano International Soccer League
- North Texas Premier Soccer League
- Plano Baseball Association
- North Texas Lacrosse
- Plano Parks and Recreation Adult Sports Programs
- Plano Convention and Visitor’s Bureau

The intent of these meetings to gather input from each stakeholder on their expectations for the re-development of Carpenter Park. We anticipate a maximum of seven (7) meetings which means some of these stakeholder meetings will be combined meetings. Notes will be taken to the record the items discussed and the suggestions made during these meetings.

1.09 SCHEMATIC MASTER PLAN

- A. Schematic master plans will be prepared based on the scope provided by the Owner and feedback from the public and stakeholders. Schematic master plan will include two (2) layout options.
- B. Accompanying the schematic master plans will be two (2) restroom concession building elevation options.

1.10 OPINION OF PROBABLE CONSTRUCTION COST – An opinion of probable construction cost will be prepared for each of the schematic master plan options.

1.11 WATERS OF THE U.S. DETERMINATION AND DELINEATION - The design team will provide a Waters of the U.S. assessment based on U.S. Army Corps of Engineers Section 404 guidelines. The assessment will determine the extents of the jurisdictional waters and provide potential permitting options with required thresholds associated with the proposed site improvements. This work will be performed by a wetland biologist sub-consultant. It should be noted that only the U.S. Army Corps of Engineers can make the final determination of the type and quality of jurisdictional waters.

1.12 HYDROLOGIC ANALYSIS – The design team will prepare a hydrologic analysis for the watershed that feeds into the park site. The design team will perform this analysis for the existing watershed conditions to more accurately determine the flow change locations and in consideration of potential low flow alternatives within FEMA Stream 5B30. The analysis will determine the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year peak discharges for the watershed.

1.13 HYDRAULIC ANALYSIS

- A. The design team will prepare a hydraulic model using the hydrologic analysis, publicly available models and LiDAR Point Cloud data from TNRIS to determine the limits of the existing 100-year floodplain through the site. Hydraulic models will be prepared for up to three (3) drainage channel alternatives based on the proposed site improvements.

Proposed site improvements will be provided in the form of 3D polyline grading features. The design team will make recommendations for each alternative as they relate to local, state and federal permitting requirements. Please note, the amount of floodplain reclamation that may be obtained, if any, is dependent on velocity, commensurate valley storage, water-surface elevations and regulatory requirements.

B. The design team will coordinate a site meeting with a USACE representative to determine permitting requirements related to each channel alternative.

1.14 DRAINAGE SUMMARY – The design team will prepare a summary of the drainage channel improvement alternatives for the above referenced Hydraulic Analysis. The Summary will document the procedures and findings of our analysis and provide a discussion of relevant permitting issues and potential impacts.

1.15 PRESENTATION – The schematic master plan options, associated opinion of probable construction cost along with the hydraulic analysis and drainage summary will be presented to City staff in a work session format. The end result of this meeting is direction from City staff on a schematic master plan alternative that addresses the public and stakeholder expectations coupled with the city's scope of proposed improvements. Notes will be taken at this meeting to record items discussed and decisions made.

1.16 PRELIMINARY MASTER PLAN – The schematic master plan will be revised based on the feedback received at the City staff presentation. The format of the preliminary master plan will be a color rendered exhibit. The preliminary master plan will also include precedent images of proposed improvements. Accompanying the preliminary master plan will be a construction phasing plan.

1.17 OPINION OF PROBABLE COST – The opinion of probable construction cost prepared for the schematic master plan will be modified to reflect the increased level of detail included in the preliminary master plan.

1.18 WATER NEEDS ANALYSIS –The design team will review and analyze the preliminary master plan layout of the sports facilities and other locations that require irrigation service. The analysis will provide a summary chart broken out by area type that demonstrates:

- A. Area size
- B. Irrigation method anticipated
- C. Irrigation volume needed per month
- D. Evapotranspiration average per month
- E. Water demand by month

This analysis provides a demand volume, regardless of the source chosen by the City.

1.19 IRRIGATION WATER SOURCE ANALYSIS – The design team will evaluate potential sources of water for irrigation against the criteria of demand volume, construction cost of source infrastructure, accessibility of source, payback duration and long term maintenance. The following sources will be studied:

- A. Standard potable water connections
- B. Captured/recycled storm water in on-site pond or structure. This analysis includes

providing a volume required to pass to the Landscape Architect and Hydrologic Engineer to use in grading an on-site pond location, and sizing and cost of above and below ground containers for the volume needed.

- C. Captured/recycled storm water with well water supplement . The analysis will include investigation of nearby existing wells through well contractors to determine water quality and potential depth to reach volumes required. This DOES NOT include exploratory well drilling.
- D. Gray-water or reclaimed water main line nearest location. This analysis will include locating the nearest gray-water source, if any, and the feasibility of extension to this site.
- E. On-site black-water treatment. This analysis will include determination of volume available from the nearest sanitary sewer line, the preliminary sizing of the treatment enclosure and power needs of the

1.20 PRELIMINARY MASTER PLAN PRESENTATION – A presentation will be made to City staff of the preliminary master plan, the construction phasing plan, the water needs analysis and the water source analysis. The presentation format will be a power point presentation. City staff will also be provided with a paper copy of the preliminary master plan for further review after the presentation. One of the outcomes of this presentation will be a selection of irrigation water source. Notes will be taken to record items discussed and decisions made during this presentation.

1.21 PRELIMINARY MASTER PLAN MODIFICATIONS - The preliminary master plan, construction phasing plan and associated opinion of probable construction cost will be modified based on comments received during the staff presentation. The end result of these modifications will be a final master plan.

1.22 FINAL MASTER PLAN PRESENTATION – The final master plan, construction phasing plan, associated opinion of probable construction cost, drainage summary and irrigation water source evaluation will be presented the Parks Board in an information only meeting, no formal adoption will be necessary. Notes will be taken to record items discussed and decisions made during this presentation.

1.23 FINAL MASTER PUBLIC PRESENTATION – The final master plan will be presented to the public. The format of this presentation will be a power point presentation. The Owner will be responsible for distributing invitations to the public meeting and organizing the venue. Notes will be taken to record items discussed and decisions made during this presentation.

1.24 FINAL MASTER PLAN – The final master plan, construction staging plan and opinion of probable construction cost will be revised to reflect decisions made during the Park Board and public presentations.

1.25 DELIVERABLES – Master Plan deliverables will include the following:

- Kickoff meeting notes
- Digital copy and 24"x36" paper copy of the topographic survey

- Tour of Facilities notes
- Public meeting master copy of public comments
- Progress review meeting notes
- Stakeholder meeting notes
- 3 - 24"x36" black and white exhibits of each schematic master plan
- Schematic master plan opinion of probable construction cost
- Drainage summary in an 8 1/2" x 11" booklet format
- Schematic master plan presentation notes
- 3 – 24"x36" color exhibits of the preliminary master plan
- 3 - 24"x36" black and white preliminary construction staging plan
- Preliminary master plan opinion of probable construction cost
- Water needs analysis summary and irrigation water source analysis in an 8 ½"x11" bo format
- Preliminary master plan power point presentation
- 24"x36" color exhibit of the final master plan mounted in foam board
- Final master plan opinion of probable construction cost
- 24" x 36" final construction staging plan
- Final master plan power point presentation
- Digital pdf copies of all deliverables

1.26 PROJECT TEAM – The project team shall include the following members:

- david mccaskill design group – landscape architecture and project management
- Pacheco Koch – hydraulic analysis and irrigation design
- Verdunity – civil engineering
- Barker Rinker Secat Architecture - architecture
- Yaggi Engineering – electrical engineering
- Dean Construction – cost estimating and construction staging consultation
- Moak Surveyors, Inc.

Carpenter Park Re-Development Master Plan

Exhibit B – Schedule of Work

2.01 SCHEDULE – The anticipated schedule for completion of the master plan is six (6) months.

Carpenter Park Re-Development Master Plan

Exhibit C- Fee Schedule

- 3.01 The CLIENT agrees to pay the LANDSCAPE ARCHITECT for the BASIC SERVICES listed above the lump sum fee for all services, except the topographic survey, of **\$165,535.00; one hundred sixty five thousand, five hundred and thirty five dollars and zero cents.**
- 3.02 The Client agrees to pay the LANDSCAPE ARCHITECT the lump sum fee for the topographic survey, of **\$75,000.00; seventy five thousand dollars and zero cents.**
- 3.03 The following expenses shall be reimbursed as a part of this contract. These reimbursable expenses will be billed at cost and should not exceed \$3500.00; **three thousand five hundred dollars and zero cents** in total expenses without written authorization from the CLIENT. The expenses will include the following:
- Cost of xerographic and photographic reproduction of drawings and illustrations and other documents furnished or prepared in connection with this project,
 - Cost of digital scans,
 - Cost of printing for small and large format plots for black and white or color plots, and,
 - Cost of van rental and meals for the site tour; and
 - Mileage billed at \$0.60 per mile.
- 3.04 The LANDSCAPE ARCHITECT will bill the CLIENT for fees associated with professional services on the twenty fifth (25th) of each month or when certain project milestones are completed. All payments are due the LANDSCAPE ARCHITECT upon receipt of the invoice. Unpaid balances more than 30 days old will incur interest at the rates allowed by and in accordance with Texas law.
- 3.05 The LANDSCAPE ARCHITECT may provide services beyond the LANDSCAPE ARCHITECT'S BASIC SERVICES listed above upon written authorization by the CLIENT.
- 3.06 Additional services shall be provided on either a fixed fee or an hourly basis with a mutually agreed "not to exceed" amount. Hourly rates for Additional Services are as follows:
- Principal.....\$140.00
 - Registered Landscape Architect... \$90.00
 - Graduate Landscape Architect.....\$60.00
 - Clerical.....\$40.00
 -
- 3.07 Any plan revisions beyond the scope items identified in this proposal will be considered additional services.

TOTAL OF \$244,035.00

EXHIBIT "D"

LANDSCAPE ARCHITECT

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 Architect (hereinafter called "Architect") shall not start work under this contract until the Architect 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 Architect 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, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect 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 Architect'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 Architect shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 Architect 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 Architect 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 Architect, and the Architect 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 Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Architect 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 Architect from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.
 - 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant 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 of \$2,000,000

LANDSCAPE ARCHITECT

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 \$2,000,000 aggregate

17. Garage Liability \$_____ BI & PD each occurrence
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, 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:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

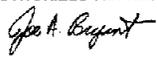
PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant
	PHONE (A/C, No, Ext): (214) 503-1212
	FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Trav. Cas. and Surety Co of Am.
	INSURER B: Trumball Insurance Company
	INSURER C: Travelers Lloyds Ins. Company
	INSURER D: Charter Oak Fire Insurance Co.
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 22936 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
C	GENERAL LIABILITY			PACP4739X749	2/24/2013	2/24/2014	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
D	AUTOMOBILE LIABILITY			BA4741X419	2/24/2013	2/24/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO	Y	Y				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			46WBCZU1432	2/24/2013	2/24/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability	N	Y	105750868	2/24/2012	2/24/2014	Per Claim/Annual Aggregate	\$ 2,000,000
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. City of Plano is named as an additional insured on the general and auto liability as required by contract. A waiver of subrogation in favor of the City of Plano is shown on all policies. - RE: Carpenter Park Master Plan

CERTIFICATE HOLDER City of Plano P. O. Box 860358 Plano TX 75086	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of David McCaskill Design Group and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of David McCaskill Design Group is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

David McCaskill Design Group
Name of Consultant

By: [Signature]
Signature

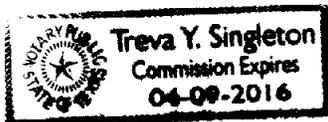
DAVID MCCASKILL
Print Name

PRESIDENT
Title

1.9.14
Date

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

SUBSCRIBED AND SWORN TO before me this 9th day of January, 2014.



[Signature]
Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY														
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory														
Council Meeting Date:		02/10/14												
Department:		Engineering												
Department Head		Jack Carr, P.E.												
Agenda Coordinator (include phone #):		Kathleen Schonke (7198)		Project No. 5931										
CAPTION														
To approve and authorize Contract Modification No. 3 for the purchase of additional engineering services for the Erosion Control – Padre, Dunmoor, Buckboard & Rockbrook project in the amount of \$4,300 from GWC Engineering, L.P.														
FINANCIAL SUMMARY														
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP														
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS										
Budget	0	442,000	0	442,000										
Encumbered/Expended Amount	0	-20,890	0	-20,890										
This Item	0	-4,300	0	-4,300										
BALANCE	0	416,810	0	416,810										
FUND(S): MUNICIPAL DRAINAGE CIP														
<p>COMMENTS: Funds are available in the 2013-14 Municipal Drainage CIP. This item, in the amount of \$4,300, is anticipated to leave a balance of \$416,810 for the Erosion Control – Padre, Dunmoore, Buckboard & Rockbrook project.</p> <p>STRATEGIC PLAN GOAL: Modifying an existing contract so that construction plans comply with revised state requirements relates to the City's Goal of Great Neighborhoods – 1st Choice to Live.</p>														
SUMMARY OF ITEM														
<p>Additional design services are required for updating the construction plans to comply with revised Texas Commission on Environmental Quality and City requirements and to provide two additional easement field note exhibits.</p> <p>The original contract amount was \$78,690.00. The Engineering Department is seeking City Council approval of this third modification because we have exceeded 25% of the original contract amount with GWC Engineering, L.P. The revised contract amount is \$101,090.00.</p> <table style="margin-left: 40px;"> <tr><td>Original Contract</td><td>\$ 78,690.00</td></tr> <tr><td>Modification 1</td><td>\$ 15,350.00</td></tr> <tr><td>Modification 2</td><td>\$ 2,750.00</td></tr> <tr><td><u>Modification 3</u></td><td><u>\$ 4,300.00</u></td></tr> <tr><td>Total</td><td>\$101,090.00</td></tr> </table>					Original Contract	\$ 78,690.00	Modification 1	\$ 15,350.00	Modification 2	\$ 2,750.00	<u>Modification 3</u>	<u>\$ 4,300.00</u>	Total	\$101,090.00
Original Contract	\$ 78,690.00													
Modification 1	\$ 15,350.00													
Modification 2	\$ 2,750.00													
<u>Modification 3</u>	<u>\$ 4,300.00</u>													
Total	\$101,090.00													
List of Supporting Documents: Contract Modification			Other Departments, Boards, Commissions or Agencies N/A											

CONTRACT MODIFICATION

EROSION CONTROL – PADRE, DUNMOOR, BUCKBOARD & ROCKBROOK PROJECT NO. 5931

**PURCHASE ORDER NO. 103716
CIP NOS. 26-70111 & 34-48838**

This shall serve as a Third Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and GWC Engineering, LP (hereinafter "Consultant"), dated June 22, 2009, for Professional Engineering Services for the referenced project (hereinafter "Project").

Services:

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

ADDITIONAL BASIC SERVICES:

- Attend an additional meeting with the City of Plano for coordination and definition of requested additional services.
- Provide an exhibit showing the limits of required tieback anchors to allow the City to determine easement limits.
- Update the construction plan Cover Sheet to current requirements.
- Update the construction plan SWPPP Narrative Sheet to the current City of Plano and Texas Commission on Environmental Quality requirements.
- Provide technical specifications for the Shotcrete/Gunite mix and Shotcrete/Gunite process.
- Provide an updated cost estimate reflecting current unit prices of all necessary materials and construction services.
- Provide an updated bid schedule form in the City of Plano format.

ADDITIONAL SPECIAL SERVICES:

- Provide two additional metes and bounds field note description exhibits for drainage and subsurface anchor easements on a per tract basis. This will increase the number of exhibits for the project to five.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$4,300. Such payment shall be made in accordance with the

payment terms specified in the Contract and shall be paid for from CIP Account No. 26-70111

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

Original Contract Amount	\$ <u>78,690.00</u>
Contract Amount (Including Previous Modifications)	\$ <u>96,790.00</u>
Amount, Modification No. 3	\$ <u>4,300.00</u>
Revised Contract Amount	\$ <u><u>101,090.00</u></u>
Total Percent Increase Including Previous Modifications	<u>28.47%</u>

CITY OF PLANO
OWNER

GWC ENGINEERING, L.P.
CONSULTANT

By: _____
(signature)

By: Glenn W. Campbell
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: Glenn W. Campbell, P.E.

Print
Title: City Manager

Print
Title: President

Date: _____

Date: 1/21/2014

APPROVED AS TO FORM:

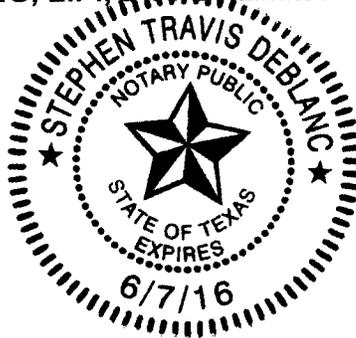
By: _____
Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 21st day of January, 2014, by **GLENN W. CAMPBELL, P.E., PRESIDENT** of **GWC ENGINEERING, L.P.**, a Texas Limited Partnership, on behalf of said partnership.





Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		02/10/14			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Linda Thomason x8301					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Agreement by and between FedEx Office and Print Services, Inc., a Texas corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 through 2025-26	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	30,236,536	0	30,236,536
Encumbered/Expended Amount		0	0	-11,320,198	-11,320,198
This Item		0	-1,674,000	0	-1,674,000
BALANCE		0	28,562,536	-11,320,198	17,242,338
FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
A request from FedEx Office and Print Services, Inc., a Texas corporation, to retain and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. FedEx agrees to lease and occupy at least 255,000 gross square feet of office space and retain, transfer or create up to 1,224 Job Equivalents by 12/31/16 on Legacy Drive.					
http://goo.gl/maps/zqfJv					
List of Supporting Documents: Resolution Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies		

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Agreement by and between FedEx Office and Print Services, Inc., a Texas corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Agreement by and between FedEx Office and Print Services, Inc. and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

DULY PASSED AND APPROVED this the 10th day of February, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, 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 FedEx Office and Print Services, Inc., a Texas corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of retail business services and plans to add Thirty Five Million Dollars (\$35,000,000) of Real Property improvements and Ten Million Dollars (\$10,000,000) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to lease and occupy at least 255,000 gross square feet of office space and retain, transfer or create up to 1,224 Job Equivalents to be located on the Real Property for the term of this Agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in 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, the Council finds that the occupancy of at least 255,000 gross square feet of office space and the retention, creation or transfer of up to 1,224 Job Equivalents within the City 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 its citizens 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:

“Company” shall mean FedEx Office and Print Services, Inc., a Texas corporation.

“Contract Job Equivalent” shall mean one or more third party employees, whether individual or combined with other third party employees, who are located at the Real Property and each Contract Job Equivalent is paid for a minimum of 2080 hours annually as evidenced by Company records in an employee time tracking software system maintained by Company.

“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 and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

“Full-Time Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Property and each Full-Time Job Equivalent is paid a total 2080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Job Equivalent” shall collectively mean Full-Time Job Equivalents, Contract Job Equivalents or a combination of both as each term is defined above.

“Real Property” or “Property” shall mean an approximately twenty (20) acre parcel located on the northwest corner of Legacy Drive and Headquarters Drive in Plano, Texas.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2025, 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 perform the following:

(a) On or before December 31, 2015, lease and occupy the office space on the Real Property throughout the term of the Agreement; and

(b) By December 31, 2015, retain, create or transfer at least 899 Full-Time Job Equivalents and maintain those Full-Time Job Equivalents on the Real Property throughout the Agreement; and

(c) By December 31, 2016, and subject to at least the maximum amount of Full-Time Job Equivalents being created or transferred and maintained by Company pursuant to Article III, Section (b) herein, Company may add up to 325 Job Equivalents, which shall include no more than 75 Contract Job Equivalents, and shall maintain those Job Equivalents on the Real Property throughout the Agreement; and

(d) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in 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 One Million Six Hundred Seventy Four Thousand Dollars (\$1,674,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By December 31, 2015, Company shall lease and occupy the office space at the Real Property and do the following:

(i) Company shall retain, transfer or create at least 899 Full-Time Job Equivalents to the Real Property to be eligible to receive a payment of Eight Hundred Ninety Nine Thousand Dollars (\$899,000). The payment will not be pro-rated.

(ii) Subject to compliance with Section 4.02(a)(i) above, Company may submit itemized relocation and occupancy expenses for approval to be eligible to receive a payment of up to Four Hundred Fifty Thousand Dollars (\$450,000). Failure to comply with this Section 4.02(a)(ii) shall not subject the grant in Section 4.02(a)(i) to forfeiture.

Company must submit the Initial Certification form attached hereto as Exhibit “A” certifying compliance with the obligations set forth in Section 4.02 not later than March 31, 2016. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.

City will make the payment within thirty (30) days of receipt of the Initial Certification form unless the City reasonably objects to the certification.

(b) By December 31, 2016 and subject to the Company adding and maintaining the maximum number of Full-Time Job Equivalents pursuant to Sections 4.02(a)(i) herein, Company may add up to 325 additional Job Equivalents, which shall include no more than 75 Contract Job Equivalents for a total maximum number of 1,224 Job Equivalents, which shall also include no more than 75 total Contract Job Equivalents, at the Real Property to be eligible to receive a third grant payment of up to Three Hundred Twenty Five Thousand Dollars (\$325,000) which may be pro-rated at One Thousand Dollars (\$1,000.00) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit “B” as required by Section 4.02(c) below certifying the number of Job Equivalents added pursuant to Article III (c) and compliance with Article III (a), (b) and (d) not later than January 31, 2017 to be eligible for the third grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant and invokes the City’s right to a full refund, including damages, as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the January 31, 2017 annual certification if Company qualifies for a third grant payment pursuant to this Section 4.02(b) herein unless the City reasonably objects to the certification. In no event will the City make the third grant payment prior to January 31, 2017.

(c) Beginning January 31, 2018, Company must submit an annual certification on the form attached hereto as Exhibit “B” not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City’s right to a full refund, including damages, as set out in Section 4.03.

(d) All certifications must be executed by the Company’s chief executive or financial officer.

4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Full-Time Job Equivalents for more than 180 consecutive days and/or the required number of Contract Job Equivalents for more than 90 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand Dollars (\$1,000.00) for each lost Job Equivalent.

Subject to an Event of Force Majeure, if the Company fails to occupy the Real Property at any time during the term of the Agreement, Company shall refund to the City an amount equal to the total grant money paid to Company by City for relocation and occupancy expenses pursuant to Section 4.02(a)(ii) above. This refund is in addition to any refund due and payable for failure to meet the required number of Job Equivalents pursuant to this Agreement.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "B". The Company can transition a Contract Job Equivalent into a Full-Time Job Equivalent during the term of this Agreement. Likewise, the Company can transition a Full-Time Job Equivalent into a Contract Job Equivalent as long as the maximum number of Contract Job Equivalents allowed herein is not exceeded at any time during the term of the Agreement. A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement at a later date.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, the full amount of the entire grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(c) At any time during the term of this Agreement the Company 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 conviction.

Article V Termination

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

(a) By expiration of the term and where no defaults have occurred; or

(b) If a 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 by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** 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 or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

- (a) Five (5) years from the end of the Agreement period; or
- (b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII Assignment

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 wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **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.

8.04 **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: Mr. Bruce D. Glasscock
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

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

If intended for the Company before relocation:
FedEx Office and Print Services, Inc.
Attention: Lease Administration
13155 Noel Road, Suite 1600
Dallas, Texas 75240

8.05 **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.

8.06 **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.

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

8.08 **Severability.** 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.

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

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.11 **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.

8.12 **Affiliates.** The Job Equivalents of any other FedEx-branded affiliates of FedEx Corporation that actually occupy office space at the Real Property may be used to satisfy the requirements herein.

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

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

Alice D. Snyder, INTERIM
CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

FEDEX OFFICE AND PRINT SERVICES,
INC., a Texas corporation

Name: _____
Title: _____

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

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

Please select each applicable option below before signing and returning the certification:

_____ a. I hereby certify that FedEx Office and Print Services, Inc. has leased and occupied the office space and retained, transferred or added at least 899 Full-Time Job Equivalent positions at the Property by December 31, 2015, and is in compliance with all terms of the Agreement and is entitled to receive payment in the amount of Eight Hundred and Ninety Nine Thousand Dollars (\$899,000) in accordance with Section 4.02(a)(i) of that Agreement.

_____ b. I hereby certify that FedEx Office and Print Services, Inc. has failed to lease and occupy the office space and/or has failed to retain, transfer or add at least 899 Full-Time Job Equivalent positions at the Property by December 31, 2015, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(a)(i) of that Agreement. The actual number of Full-Time Job Equivalents at the Real Property is _____.

_____ c. Subject to certification of Section (a) of this Exhibit "A" above, I hereby certify that FedEx Office and Print Services, Inc. has submitted for approval itemized relocation and occupancy expenses for reimbursement in an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000), attached hereto as Exhibit "1", and is in compliance with all terms of the Agreement and is requesting payment in accordance with Section 4.02 (a)(ii) of that Agreement in the amount of _____ Dollars.

_____ d. I hereby certify that FedEx Office and Print Services, Inc. has failed to submit for approval itemized relocation and occupancy expenses for reimbursement in an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000) and is not entitled to receive payment in accordance with Section 4.02(a)(ii) of that Agreement.

ATTEST:

FEDEX OFFICE AND PRINT SERVICES,
INC., a Texas corporation

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Chief Financial Officer

This Certification is due by March 31, 2016 and should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-035

EXHIBIT "B"

Please select all applicable options below before signing and returning the certification:

_____ a. I hereby certify that FedEx Office and Print Services, Inc. is in compliance with each applicable term as set forth in the Agreement and the retained, transferred or added number of Job Equivalents has not fallen below the number for which FedEx Office and Print Services, Inc. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the total number of Job Equivalents at the Real Property was _____ which consisted of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents.

_____ b. I hereby certify that FedEx Office and Print Services, Inc. is not in compliance with each applicable term as set forth in the Agreement and the retained, transferred or added number of Job Equivalents has fallen below the number for which FedEx Office and Print Services, Inc. has received a grant payment. I further certify that as of December 31 of the prior year, the total number of Job Equivalents at the Real Property was _____ which consisted of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

_____ c. **(FOR USE IN JANUARY 2017 ONLY IF APPLICABLE)** I hereby certify that FedEx Office and Print Services, Inc. is qualified to receive a third grant payment as of January 31, 2017 in the amount of _____ (\$_____) for _____ total number of Job Equivalents at the Real Property which consists of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents (not to exceed 325 total additional Job Equivalents which included no more than 75 Contract Job Equivalents) in addition to the 899 initial Full-Time Job Equivalents for which FedEx Office and Print Services, Inc. previously received a grant payment.

ATTEST:

FEDEX OFFICE AND PRINT SERVICES,
INC., a Texas corporation

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Chief Financial Officer

NOTE: This form is due by January 31 of each year beginning on January 31, 2017, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/10/14		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): Linda Thomason x8301				
CAPTION				
<p>Public Hearing and an Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 137 for tax abatement consisting of a 19.278 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, the J.W. Haynes Survey, Abstract No. 458, and the William G. Garvin Survey, Abstract No. 1103, Collin County and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	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				
<p>COMMENTS: This item has no fiscal impact. Notice of public hearing published on January 30, 2014 to create Reinvestment Zone 137. The business personal property improvements amount is \$10,000,000 and real property improvements amount is \$35,000,000. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.</p>				
SUMMARY OF ITEM				
<p>This relates to FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, a Texas limited partnership, request for tax abatement on Reinvestment Zone 137 and the creation of the zone on Legacy Drive.</p> <p>http://goo.gl/maps/zqfJv</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance				
Metes and Bounds				

An Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 137 for tax abatement consisting of a 19.278 acre tract of land located in the J.C. Barrow Survey, Abstract No. 91, the J.W. Haynes Survey, Abstract No. 458, and the William G. Garvin Survey, Abstract No. 1103, Collin County and described in Exhibit "A", attached hereto, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related 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 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 10th day of February, 2014, 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.

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 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. 137, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2016.

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

- a) Be located wholly within the zone as established herein.
- b) 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.
- c) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- d) 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 Improvements and Tangible Personal Property value from taxation as approved hereunder as shown below:

- a) Ten (10) consecutive tax years beginning with and including the January 1, 2016 assessment date for the Real Property Improvements.
- b) Ten (10) consecutive tax years beginning with and including the January 1, 2016 assessment date for the Tangible Personal Property Improvements.
- c) Share of taxes abated – fifty percent (50%) of taxes on the total value of appraised Real Property Improvements for the years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025.

- d) Share of taxes abated – fifty percent (50%) of taxes on the total appraised value of Tangible Personal Property for the years 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024 and 2025.

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; and
- 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; and
- 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 10th day of February, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the J.C. Barrow Survey, Abstract No.91, the J.W. Haynes Survey, Abstract No. 458 and the William G. Garvin Survey, Abstract No. 1103, City of Plano, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to J.C. Penney Company, Inc., recorded in Volume 2698, Page 357, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1" iron rod found at the northernmost end of a circular right-of-way corner clip at the intersection of the west right-of-way line of Legacy Drive (a 121-foot wide right-of-way) and the north right-of-way line of Headquarters Drive (a 110-foot wide right-of-way), said point being the beginning of a curve to the right having a central angle of $76^{\circ}27'04''$, a radius of 137.00 feet, a chord bearing and distance of South $22^{\circ}12'29''$ West, 169.54 feet;

THENCE with said circular right-of-way corner clip and with said curve to the right, in a southwesterly direction, an arc distance of 182.80 feet to a 1" iron rod found at the southernmost end of said circular right-of-way corner clip;

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

South $60^{\circ}26'04''$ West, a distance of 503.04 feet to a 1" iron rod found at the beginning of a tangent curve to the right having a central angle of $10^{\circ}04'14''$, a radius of 1945.00 feet, a chord bearing and distance of South $65^{\circ}28'11''$ West, 341.42 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 341.86 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

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

North $15^{\circ}20'54''$ West, a distance of 996.83 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North $74^{\circ}39'06''$ East, a distance of 930.30 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in said west right-of-way line;

THENCE with said west right-of-way line, South $15^{\circ}09'28''$ East, a distance of 684.41 feet to the **POINT OF BEGINNING** and containing 19.278 acres or 839,758 square feet of land.

Bearing system of this survey is based on a line oriented between City of Plano monuments 201 and 301 found in the field, whose positions are published on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (NSRS2007). The horizontal coordinates of this survey are local surface coordinates derived from Plano Monument 201.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		02/10/14			
Department:		Sally Bane			
Department Head		Economic Development			
Agenda Coordinator (include phone #): Linda Thomason x8301					
CAPTION					
<p>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, FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, a Texas limited partnership, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 through 2025- 26	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 item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
<p>This relates to FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, a Texas limited partnership, request for tax abatement on Reinvestment Zone 137 and the creation of the zone on Legacy Drive.</p> <p>http://goo.gl/maps/zqfJv</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					
Tax Abatement Agreement					

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, FedEx Office and Print Services, Inc., a Texas corporation, and KDC Legacy HQ Investments One, LP, a Texas limited partnership, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; 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, FedEx Office and Print Services, Inc. and KDC Legacy HQ Investments One, LP, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee 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, Texas and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

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

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

DULY PASSED AND APPROVED this the 10th day of February, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Alice D. Snyder, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

determined by the Collin County Central Appraisal District of not less than Ten Million Dollars (\$10,000,000) on the Real Property by December 31, 2015, and is or will be owned by Tenant. The Personalty may be owned by FedEx Office and Print Services, Inc. or any other FedEx-branded affiliates of FedEx Corporation.

3. Tenant shall maintain the taxing situs of the Personalty on the Real Property and may not relocate the taxing situs of the Personalty to other Reinvestment Zones in the City.

IMPROVEMENTS

4. (a) The Tenant agrees to add the Personalty required under Section 2 by December 31, 2015, subject to an Event of Force Majeure. The term "Event of Force Majeure" means 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, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Owner at the Real Property. The term shall not include a downturn in the economy.

(b) By December 31, 2015, the Owner or Tenant shall make or cause to be made improvements to the Real Property consisting of a new building(s) and/or building improvements that are at least 255,000 gross square feet of office space with an assessed taxable value of not less than Thirty Five Million Dollars (\$35,000,000) for **new improvements added** to the Real Property between the dates of January 1, 2014 through December 31, 2015, as determined by the Collin County Central Appraisal District, and subject to an Event of Force Majeure. The abatement shall not include any existing real property taxable value assessed on the property as of December 31, 2013.

(c) Upon the occurrence of an Event of Force Majeure, the affected party shall notify the City in writing not less than sixty (60) days of the commencement of the Event of Force Majeure with supporting documentation, the anticipated duration and the actions that the party will take to alleviate the Event of Force Majeure. If the Event of Force Majeure results in a delay of meeting the required improvement value, the party requesting the extension agrees that in the following year the minimum required taxable value of the improvements and/or Personalty shall be met.

DEFAULT

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

(a) Tenant allows its personal property taxes or Owner allows its real property improvement taxes owed the City to become delinquent and fails to either:

(i) Timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or

(ii) Cure such delinquency within thirty (30) days of receipt of notice of such delinquency; or

(b) Owner or Tenant fails to construct the Real Property improvements required in Section 4(b); or

(c) (i) In the first year of the abatement period for the Personalty, the assessed taxable value is less than the minimum amount set forth in Section 2; or

(ii) At any time during the Agreement, the Personalty is removed from the Real Property and the result is the taxable appraised value of the Personalty is below the minimum amount set forth in Section 2; or

(d) At any time during the Agreement, the assessed taxable value of the Real Property improvements is less than the minimum amount set forth in Section 4(b) as a result of the Owner's protest; or

(e) Tenant or Owner or Owner's duly authorized representative fails to provide the annual certification as required in Section 9; or

(f) Tenant or Owner fails to comply with the Assignment provision in Section 10; or

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

6. In the event that the Tenant or Owner defaults under Section 5(b) of this Agreement, the City shall give all parties written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated as to all parties except any damages as specified below shall survive the termination of this Agreement. In the event of a default under Section(s) 5(a), (c), (d), (e), (f) and/or (g) above, the City shall give the defaulting party written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated as to the defaulting party except any damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

7. Upon the occurrence of an event of default under Section(s) 5(a), (b) and/or (g) above and that remains uncured, all taxes, including previously abated taxes which would have been paid to the City by the defaulting party without the benefit of this Agreement, shall become due and owing to the City from the defaulting party, 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 and Texas Government Code Chapter 2264.

Upon the occurrence of an event of default under Section(s) 5(c), (d) , (e) and/or (f) above and that remains uncured, at the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City by the defaulting party without the benefit of this Agreement to become due and owing to the City from the defaulting party, 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. City shall exercise such option within ninety (90) days of notice of default.

EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS

8. 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 or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

ANNUAL CERTIFICATION

9. Beginning November 1, 2016, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Tenant and Owner, or their successors or assigns, must each provide annual certification (substantially in the form attached as **EXHIBIT "B"** hereto) to the City certifying compliance with each applicable term of the Agreement. Owner hereby grants to Tenant a power of attorney for the term of this Agreement for the limited purpose of making its annual certification on behalf of Owner and Tenant agrees to perform such duty.

ASSIGNMENT

10. If either Tenant or Owner wishes to assign its rights and duties under this Agreement, it must comply with the following provisions. A failure to comply is an event of default and all remedies may apply including but not limited to a suspension of the abatement for the year(s) for which non-compliance occurred.

(a) City Consent Required. Except as permitted by Section 10(b) below, this Agreement may not be assigned without the express written consent of the City. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for the City Council review and approval.

(b) Exceptions to City Consent. Tenant or Owner may assign this Agreement without obtaining the City's consent:

- (i) To a wholly owned affiliate of Tenant or Owner; or
 - (ii) Any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety percent (90%) of the assets of the Tenant or Owner; or
 - (iii) Upon the sale of the Real Property by Owner.
- (c) Prior to the effective date of the assignment or sale under Section 10(a) or (b) above, the assigning party agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement, without exception, and the assignee or successor shall be responsible for any default(s) of the assignee or seller that occurred prior to or after the effective date of the assignment.

ABATEMENT PROVISIONS

11. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem personal property taxes and real property improvement taxes belonging to Tenant and Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) (i) The tax abatement as to Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2016 through December 31, 2025.

(ii) The tax abatement as to Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2016 through December 31, 2025.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Personalty and Real Property improvements for the tax years set forth above.

(c) The Tenant or Owner shall have the right to protest and/or contest any assessment of the Personalty or Real Property improvements where such assessment is above the minimum amount required to be maintained under Sections 2 and 4 of this Agreement. 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. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those required in Sections 2 and 4 as a result of a Tenant or Owner filed protest and/or contest, or the removal of Personalty from the Real Property.

NOTICE

12. 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. Bruce D. Glasscock
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

With copy to:

City of Plano
Attention: Ms. Paige Mims
City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

For Tenant by notice before relocation to:

FedEx Office and Print Services, Inc.
Attention: Lease Administration
13155 Noel Road, Suite 1600
Dallas, Texas 75240

For Owner by notice to:

KDC Legacy HQ Investments One, LP
Attention: Tobin C. Grove
8115 Preston Road, Suite 700
Dallas, Texas 75225

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

13. During the term of the Agreement, the Tenant and Owner further agree that the City, its agents and employees, shall have reasonable right (with no less than five (5) business days prior written notice to Owner) to access the Real Property during regular business hours to inspect the Personalty and Real Property improvements in order to insure that the location of the Personalty and Real Property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

14. It is understood and agreed between the parties that the Tenant and Owner, in performing their respective obligations hereunder, are acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Tenant and Owner agree to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including

attorneys' fees, of any nature whatsoever arising out of their respective defaults of their obligations hereunder.

15. Based upon the certification provided by Owner and Tenant, the City represents that the Real Property is not owned by any member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

16. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 10th day of February, 2014, authorizing the City Manager to execute the Agreement on behalf of the City.

17. This Agreement was entered into by Tenant and Owner pursuant to their duly authorized representatives.

18. This instrument shall constitute a valid and binding agreement between the City, the Tenant and the Owner when executed in accordance herewith.

19. 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.

20. This Agreement is performable in Collin County, Texas and venue for any dispute arising out of this Agreement shall be in Collin County, Texas.

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

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

Alice D. Snyder, INTERIM CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ATTEST:

TENANT
FEDEX OFFICE AND PRINT SERVICES,
INC., a Texas corporation

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

OWNER
KDC LEGACY HQ INVESTMENTS ONE,
LP, a Texas limited partnership
By: KDC LEGACY HQ INVESTMENTS
ONE GP, LLC, a Texas limited liability
company

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the J.C. Barrow Survey, Abstract No.91, the J.W. Haynes Survey, Abstract No. 458 and the William G. Garvin Survey, Abstract No. 1103, City of Plano, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to J.C. Penney Company, Inc., recorded in Volume 2698, Page 357, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1" iron rod found at the northernmost end of a circular right-of-way corner clip at the intersection of the west right-of-way line of Legacy Drive (a 121-foot wide right-of-way) and the north right-of-way line of Headquarters Drive (a 110-foot wide right-of-way), said point being the beginning of a curve to the right having a central angle of $76^{\circ}27'04''$, a radius of 137.00 feet, a chord bearing and distance of South $22^{\circ}12'29''$ West, 169.54 feet;

THENCE with said circular right-of-way corner clip and with said curve to the right, in a southwesterly direction, an arc distance of 182.80 feet to a 1" iron rod found at the southernmost end of said circular right-of-way corner clip;

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

South $60^{\circ}26'04''$ West, a distance of 503.04 feet to a 1" iron rod found at the beginning of a tangent curve to the right having a central angle of $10^{\circ}04'14''$, a radius of 1945.00 feet, a chord bearing and distance of South $65^{\circ}28'11''$ West, 341.42 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 341.86 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

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

North $15^{\circ}20'54''$ West, a distance of 996.83 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North $74^{\circ}39'06''$ East, a distance of 930.30 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in said west right-of-way line;

THENCE with said west right-of-way line, South $15^{\circ}09'28''$ East, a distance of 684.41 feet to the **POINT OF BEGINNING** and containing 19.278 acres or 839,758 square feet of land.

Bearing system of this survey is based on a line oriented between City of Plano monuments 201 and 301 found in the field, whose positions are published on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (NSRS2007). The horizontal coordinates of this survey are local surface coordinates derived from Plano Monument 201.

**EXHIBIT “B”
CERTIFICATION FORM**

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 137
Tax Abatement Agreement (the “Agreement”) between FedEx Office and Print Services, Inc. (“Tenant”); KDC Legacy HQ Investments One, LP (“Owner”); and the City of Plano.

This letter certifies that Tenant and Owner are in compliance with each applicable term as set forth in the Agreement. The term of the tax abatement pursuant to the Agreement is January 1, 2016 through December 31, 2025. This form is due on November 1, 2016 and on November 1 of each year thereafter that the Agreement is in force. Tenant makes this certification on behalf of Owner pursuant to its power of attorney in Section 9 of the Agreement.

FEDEX OFFICE AND PRINT SERVICES,
INC., a Texas corporation, as Tenant and on
behalf of KDC LEGACY HQ
INVESTMENTS ONE, LP, a Texas limited
partnership, as Owner

By: _____
Name: _____
Title: _____