

CITY COUNCIL

1520 AVENUE K



DATE: 2/14/2011

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Boy Scout Troop 404
Prince of Peace Catholic Community

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u> <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> <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> January 24, 2011 - Special Called Session January 24, 2011</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)	<p>Bid No. 2011-45-B for the purchase of one (1) Forestry Truck w/Aerial Bucket Lift for the Fleet Department to be utilized by Park Support Services to Grande Ford Truck Sales, Inc. in the amount of \$120,715 and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Purchase from an Existing Contract</p>	
(c)	<p>To approve the purchase of sixteen (16) Chevrolet Black & White Police Tahoe's and two (2) Chevrolet White Tahoe's in the amount of \$481,044 from Caldwell Country Chevrolet through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract #358-10)</p>	
	<p>Approval of Contract Modification</p>	
(d)	<p>To approve and authorize Contract Modification No. 1 for the purchase of Engineering Services for Alley Reconstruction – Ports O'Call Area in the amount of \$2,590 from Criado & Associates, Inc. This modification will provide design services for the reconstruction of an additional 250 feet of alley between Papeete Drive and Cherbourg Drive.</p>	
(e)	<p>To approve and authorize Contract Modification No. 1 for increasing the professional services contract for Drainage Improvements - Ashington, Rosehill & Early Morn in the amount of \$31,500 with Jerry Parche' Consulting Engineers.</p>	
	<p><u>Adoption of Resolutions</u></p>	
(f)	<p>To approve the terms and conditions of an Agreement by and between the City of Plano, Texas and Alcatel-Lucent USA Inc., a sole source provider, to purchase additional services and products related to an upgrade and replacement of the existing microwave radio system; authorizing its execution by the City Manager; and providing an effective date.</p>	
(g)	<p>To authorize the purchase of the Northrop Grumman Remotec F6B Bomb Robot from Remotec, Inc., a sole-source provider, in the amount of \$242,672 for use by the Plano Police Department; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date.</p>	
(h)	<p>To authorize the City Manager to enter into a Joint Election Agreement with the Plano Independent School District and the Frisco Independent School District for the purpose of conducting a joint election on May 14, 2011; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Ordinances</u></p> <p>(i) To repeal Ordinance No. 2010-9-16; establishing the number of certain classifications within the Police and Fire Departments for fiscal year 2010-11; establishing the authorized number and effective dates of such positions for each classification effective February 14, 2011; establishing a salary plan for the Police and Fire Departments effective September 27, 2010; and providing a repealer clause, a severability clause and an effective date</p> <p>(j) To amend Section 12-103 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to repeal the two hour duration time limit between the hours of 8:00 A.M. and 12:00 midnight for the parking spaces along the east side of Bishop Road between Martin Road and Lunsford Road and to amend Article V of Chapter 12 (Traffic Code) of the Code of Ordinances of the City of Plano by adding Section 12-103.1 to Article V of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to limit the duration of parking to twenty minutes maximum between the hours of 8:00 A.M. and 12:00 midnight for the parking spaces along the east side of Bishop Road between Martin Road and Lunsford Road within the city limits of the City of Plano, declaring it unlawful and a misdemeanor to park motor vehicles in such parking spaces for longer than the time herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p> <p>(k) To order an election to be held on May 14, 2011, for the purpose of electing four (4) Members of Council, Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7 to the City Council to hold office for a period of three years; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; 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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p>Discussion and direction regarding the Undeveloped Land Study to include policy recommendations of the Economic Development and Land Use Elements; Housing Density, Infill and Mixed-Use Statements; and Rezoning Policy for the use of remaining undeveloped land in the City of Plano.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	

**PLANO CITY COUNCIL
SPECIAL CALLED SESSION
January 24, 2011**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 2:00 p.m., Monday, January 24, 2011, in the Building Inspections Training Room of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Callison.

Council will receive information and have discussion on the City's Texas Municipal Retirement System (TMRS) and Retirement Security (RSP) plans.

David Rodriguez, TMRS Regional Manager, spoke to basics of the plan advising that it is a hybrid system made up of defined contribution and benefit elements; covers 840 Texas cities; receives no state funding; is governed by statute; and includes benefits determined by individual municipalities. He spoke to creation of the system and the number of employee/retiree accounts managed and retirement eligibility requirements/options. Mr. Rodriguez spoke to Plano benefits including the employee contribution rate; city's matching rate; updated service credits; cost-of-living provision; military service and restricted service credits; retirement eligibility; and disability benefits. He provided history on the system including diversification of investments and changes in actuarial methods in 2007 and creation of a Legislative Stakeholder Group addressing legislation and resulting in HB 360.

Mr. Rodriguez spoke regarding HB 360 which addresses interest credits, enables further diversification of investments, establishes the basis for potential future gain-sharing, and provides a basis for stabilization of municipal contribution rates. He spoke to target levels for diversification and anticipated higher returns with more manageable investment risk and to a proposal to restructure TMRS into a single fund incorporating the employee savings, municipality accumulation and current service annuity reserve funds which would lower contribution requirements without lowering benefits, decrease reserve requirements, reduce cash flow pressure on mature plans, increase the likelihood of sustainable benefit levels and reduce actuarial factors. Mr. Rodriguez responded to the Council and clarified the benefits of restructuring, Plano benefits that may be revised, and calculation of service credits and benefits.

City of Plano Retirement Administrator/Civil Service Director McAndrew spoke regarding the Retirement Security Plan (RSP) started in 1983 when the City opted out of Social Security, the contribution rate of 3.23% of eligible payroll, administration of the plan, retirement eligibility and benefit calculation. She advised regarding the impact of the Social Security Offset for those receiving a government pension and retirement benefits and assistance provide to employees prior to retirement. Ms. McAndrew responded to the Council regarding retirees' health insurance coverage, cost and eligibility for Medicare.

Nothing further was discussed. Mayor Dyer adjourned the Session at 4:16 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
January 24, 2011**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 5:00 p.m., Monday, January 24, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Callison. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; Personnel, Section 551.074 and to receive information regarding Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:38 p.m.

Consideration and Action Resulting From Executive Session

Appointment of Interim City Manager

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member LaRosiliere, the Council voted 7-0 to appoint LaShon Ross as Interim City Manager.

2010 MP3 Presentation – Municipal Marketing Strategy and Plan

Compensation and Benefits Manager Covey spoke to selection of CSL/CSL Marketing Group to develop a municipal marketing strategy and plan.

Bill Rhoda, President of CSL, spoke regarding factors to consider when creating a marketing strategy including the City's location, demographics, employers and municipal assets. He spoke to the number of visitors to various park/library locations and potential limitations including the sign ordinance which prohibits off-premises advertising. Mr. Rhoda spoke to the background of municipal marketing and the different types including corporate partnerships, naming rights, branding initiatives and category exclusivity. He reviewed examples and recommended, based on assets, a multi-tiered partnership approach, *The Plano Star Partnership Program*, to combine elements of traditional municipal marketing and form packages that are more diverse and wide-reaching. Mr. Rhoda recommended targeting 4-5 corporate partners at an average of \$230,000 per year. Brad Alberts, Principal of CSL spoke to leveraging facilities to increase recognition of an overall package and the need to be transparent regarding revenue usage. He spoke to providing participants with opportunities for signature places, signage, web site presence and identification in all media purchases and collateral materials. Matt George of Tractor Beam presented a design for the program and provided examples of its use. Mr. Rhoda spoke to the next steps including development of collateral/presentation materials, sponsorship agreements, prospects listing, sales and execution. Mr. Alberts responded to the Council that the partnership program would not preclude other opportunities for individual sponsor relationships and to determining participation. The Council requested a future agenda item to discuss details of the program.

Presentation and Discussion Regarding Proposed Improvements to US 75 and President George Bush Turnpike

This item was pulled and held for the February 14, 2011 meeting.

Comprehensive Monthly Financial Report

This item was pulled and held for the February 14, 2011 meeting.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 7:04 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

PLANO CITY COUNCIL
January 24, 2011

COUNCIL MEMBERS

Phil Dyer, Mayor
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STAFF

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

Mayor Dyer convened the Council directly from the Preliminary Open Meeting into the Regular Session on Monday, January 24, 2011, at 7:04 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Callison.

The invocation was led by Pastor Barry Gin of the Plano Chinese Alliance Church and the Pledge of Allegiance was led by Brownie Troop 3037 of Shepard Elementary.

Mayor Dyer presented proclamations recognizing Heart Awareness Month and Thomas Muehlenbeck Week.

Mayor Dyer administered oaths of office to incoming board members Marsha Griggs (Building Standards Commission) and Alan E. Smith (Planning and Zoning Commission) and recognized outgoing members Mark Greer (Building Standards Commission) and James R. Duggan (Planning and Zoning Commission).

COMMENTS OF PUBLIC INTEREST

Teresa Cooper and Jay Cooper, residents of the City, spoke regarding pending lawsuits related to water utility deposits and subsequent disconnection of service, code enforcement and police actions, and requested an agenda item.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item "A")
January 10, 2011

Approval of Expenditures

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

To approve an Engineering contract by and between the City of Plano and Arredondo, Zepeda & Brunz, LLC in the amount of \$58,550 for Canyon Valley Trail - Silverstone Drive to Parker Road and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Adoption of Resolutions

Resolution No. 2011-1-16(R): To repeal Resolution No. 2008-10-18(R) and create a Fire Department Fee Schedule for fire inspections, fire plan reviews, and hazardous occupancies permits; and providing a repealer clause, a severability clause, and an effective date. (Consent Agenda Item "C")

Resolution No. 2011-1-17(R): To suspend the February 14, 2011, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the Company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel for the Steering Committee; and providing an effective date. (Consent Agenda Item "D")

Resolution No. 2011-1-18(R): To repeal prior Council action approving the Agreement with Microsoft Corporation for support services on October 25, 2010; approving a new Agreement by and between Microsoft Corporation and the City of Plano, Texas in an amount not to exceed \$70,620 for support services; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "E")

Resolution No. 2011-1-19(R): To approve the terms and conditions of a First Amended Tax Abatement Agreement by and between Air System Components, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "F")

Resolution No. 2011-1-20(R): To approve the terms and conditions of a Credit Sales Agreement between Trinity River Mitigation Bank, L.P., and the City of Plano, Texas, for the purchase of 9.7 credits required by the United States Army Corps of Engineers for offsite wetlands mitigation associated with Communications Parkway, between Spring Creek Parkway and Tennyson Parkway; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “G”)

Resolution No. 2011-1-21(R): To approve the terms and conditions of a Mitigation Credit Sales Agreement between Wetlands Management, L.P., and the City of Plano, Texas, for the purchase of 1.0 credits required by the United States Army Corps of Engineers for wetlands and open water mitigation associated with Communications Parkway, between Spring Creek Parkway and Tennyson Parkway; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “H”)

Resolution No. 2011-1-22(R): To find Officer Kenneth Foale is entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Andrew Toliver v. Kenneth Foale; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2011-1-23(R): To appoint William Roberts and Scott Seidel to serve for two year terms as investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date. (Consent Agenda Item “J”)

Adoption of Ordinances

Ordinance No. 2011-1-24: To repeal Ordinance 2008-5-23, codified as Article II, Fire Code, of Chapter 8 of the Code of Ordinances of the City; adopting the 2009 Edition of the International Fire Code, with certain additions, deletions, and amendments, as the Fire Code of the City of Plano; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date. (Consent Agenda Item “K”)

Ordinance No. 2011-1-25: To repeal Ordinance No. 2010-10-21 designating a certain area within the City of Plano as Reinvestment Zone No. 123 for a tax abatement consisting of a 14.36 acre tract of land located at the southwest corner of Shiloh Road and East Plano Parkway in the City of Plano, Texas; and providing an effective date. (Consent Agenda Item “L”)

Ordinance No. 2011-1-26: To amend Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to repeal the school zone on the section of eastbound Parker Road from a point 220 feet west of P Avenue to a point 85 feet east of P Avenue, to repeal the school zone on the section of westbound Parker Road from a point 200 feet east of P Avenue to a point 50 feet west of P Avenue, to enact a school zone on the section of eastbound Parker Road from a point 50 feet west of Tarkio Road to a point 310 feet west of Raton Lane, to enact a school zone on the section of westbound Parker Road from a point 760 feet east of P Avenue to a point 50 feet west of Tarkio Road; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “M”)

Ordinance No. 2011-1-27: To amend Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to revise the limits of the speed zone for certain sections of Parker Road within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “N”)

Ordinance No. 2011-1-28: To amend Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Willow Bend Drive within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “O”)

END OF CONSENT

Public Hearing and adoption of Ordinance No. 2011-1-29 as requested in Zoning Case 2010-20 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 607 so as to allow for a 90-foot Commercial Antenna Support Structure on 0.1± acre of land located 250± feet east of Jupiter Road and 530± feet south of 14th Street, in the City of Plano, Collin County, Texas, presently zoned 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: Bluewave Deployment (T-Mobile) (Regular Agenda Item “1”)

Planning Manager Firgens advised the Council that the applicant is proposing a stealth structure to minimize visual impact with antennas located within and which would accommodate additional carriers. She spoke to surrounding retail zoning and advised that the Planning and Zoning Commission recommended approval subject to the commercial antennae support structure being a stealth “flagpole” design, and the elevation plan drawing being included as an exhibit with the ordinance. Ms. Firgens responded to the Council, advising that letters received in opposition cite possible health issues and aesthetics.

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

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member LaRosiliere, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City granting Specific Use Permit No. 607 so as to allow for a 90-foot Commercial Antenna Support Structure on 0.1± acre of land located 250± feet east of Jupiter Road and 530± feet south of 14th Street, in the City of Plano; as requested in Zoning Case 2010-20 and as recommended by the Planning and Zoning Commission; and further to adopt Ordinance No. 2011-1-29.

Public Hearing and adoption of Ordinance 2011-1-30 as requested in Zoning Case 2010-21 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 608 so as to allow for Long-term Care Facility on 5.4± acres of land located on the east side of Communications Parkway, 500± feet north of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Employment; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Plano SNF Realty, LLC (Regular Agenda Item “2”)

Planning Manager Firgens advised that in November 2009, the Council amended Regional Employment zoning to allow for long-term care facilities with a specific use permit and spoke to surrounding uses. She advised that the Planning and Zoning Commission recommended approval as submitted.

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

Upon a motion made by Council Member Davidson and seconded by Council Member Harris, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City granting Specific Use Permit No. 608 so as to allow for Long-term Care Facility on 5.4± acres of land located on the east side of Communications Parkway, 500± feet north of Chapel Hill Boulevard, in the City of Plano; as requested in Zoning Case 2010-21 and as recommended by the Planning and Zoning Commission; and further to adopt Ordinance No. 2011-1-30.

Resolution No. 2011-1-31(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and VuCOMP, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “3”)

Director of Finance Tacke advised that the agreement in the amount of \$57,500 provides for occupancy of not less than 12,500 of existing space by May 31, 2011; retention, transfer or creation of up to 14 full-time jobs by that date with a possible additional 32 by December 31, 2014; business personal property in the amount of no less than \$250,000; real property in the amount of \$275,000 and runs from May 31, 2011 to June 1, 2017.

Upon a motion made by Council Member Harris and seconded by Council Member Smith, the Council voted 7-0 to approve an Economic Development Incentive Agreement with VuCOMP, Inc.; and further to adopt Resolution No. 2011-1-31(R).

Ordinance No. 2011-1-32: To provide for the issuance and sale of City of Plano, Texas, General Obligation Bonds, Series 2011; levying a tax in payment thereof; awarding the sale thereof; approving the Official Statement; and enacting other provisions relating thereto. (Regular Agenda Item “4”)

Vice Chairman of First Southwest Company David Medanich spoke to the City of Plano maintaining its “AAA” rating based on its diverse economy and employment base, debt management and fund reserves. He spoke to the bid received and recommended awarding the bid to Robert W. Baird & Co., Inc. at a rate of 4.19%.

Upon a motion made by Council Member Smith and seconded by Mayor Pro Tem Dunlap, the Council voted 7-0 to provide for the issuance and sale of City of Plano, Texas, General Obligation Bonds, Series 2011; and further to adopt Ordinance No. 2011-1-32.

Nothing further was discussed and Mayor Dyer adjourned the Regular Session at 7:54 p.m. and reconvened the meeting into Executive Session at 7:55 p.m. Mayor Dyer reconvened the meeting back into the open session and adjourned at 10:30 p.m.

Phil Dyer, 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:		2/14/11		
Department:		Purchasing/Fleet		
Department Head		Diane Palmer-Boeck/Reid Choate		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
Bid No. 2011-45-B for the purchase of one (1) Forestry Truck w/Aerial Bucket Lift for the Fleet Department to be utilized by Park Support Services to Grande Ford Truck Sales, Inc. in the amount of \$120,715 and authorizing its execution by the City Manager or his/her designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	128,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-120,715	0
BALANCE		0	7,285	0
FUND(S): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are included in the FY 2010-11 adopted budget to purchase one (1) Forestry Truck with Aerial Bucket Lift which was carried-forward from a previous year's budget for Cost Center #643/Park Support Services. Remaining balance will be used for other equipment purchases.</p> <p>STRATEGIC PLAN GOAL: Providing one Forestry Truck with Aerial Bucket Lift for the Park Support Services Department relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends the bid of Grande Ford Truck Sales, Inc. in the amount of \$120,715 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Department to be utilized by Park Support Services (2011-45-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap			N/A	



MEMORANDUM

Date: January 21, 2011
To: Earl Whitaker
From: Reid Choate, Fleet Manager
Subject: Forestry Bucket Truck

Fleet Services has reviewed all bids received on Bid #2011-45-B and recommends purchasing, one (1) Ford F700 Forestry Bucket Truck from Grande Ford Truck Sales, Inc., the lowest responsive, responsible bidder, in the amount of \$120,714.70.

This purchase is for the scheduled replacement 97037 in Cost Center 643/Park Support Services, funded through the Equipment Replacement Fund.

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

CITY OF PLANO
BID NO. 2011-45-B
FORESTRY BUCKET TRUCK W/AERIAL BUCKET LIFT
BID RECAP

Bid opening Date/Time: January 13, 2011 @ 3:00 pm

Number of Vendors Notified: 1348

Vendors Submitting "No Bids": 2

Number of Bids Submitted: 2

Grande Ford Truck Sales, Inc.

Philpott Motors LTD

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor:

Grande Ford Truck Sales, Inc.

\$ 120,714.70

Earl S. Whitaker

Earl S. Whitaker
Buyer

January 25, 2011

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:		2/14/11		
Department:		Purchasing/Fleet		
Department Head		Diane Palmer-Boeck/Reid Choate		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
To approve the purchase of sixteen (16) Chevrolet Black & White Police Tahoe's and two (2) Chevrolet White Tahoe's in the amount of \$481,044 from Caldwell Country Chevrolet through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract #358-10)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	576,000	0	576,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-481,044	0	-481,044
BALANCE	0	94,956	0	94,956
FUND(S): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are included in the FY 2010-11 adopted budget to purchase sixteen (16) Chevrolet Black and White Police Tahoe's and Two (2) Chevrolet White Tahoe's though TASB/Buyboard Contract #358-10. The sixteen (16) Black and White vehicles are for Department 532/Police, replacements to be determined. The Two (2) White Tahoe vehicles are for 552/Fire to replace vehicle #03319 and 04306.</p> <p>STRATEGIC PLAN GOAL: Providing Chevrolet Tahoe Vehicles for the City's Police and Fire Department relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends the purchase of sixteen (16) Chevrolet Black & White Police Tahoe's and two (2) Chevrolet White Tahoe's in the amount of \$481,044 from Caldwell Country Chevrolet through an existing contract/agreement with TASB/Buyboard. The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271 subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/Buyboard contract #358-10 / City of Plano Internal Contract No. 2011-64-l)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Award Memo	N/A



MEMORANDUM

Date: January 6, 2011
To: Earl Whitaker
From: Reid Choate, Fleet Manager
Subject: Chevrolet PPV Tahoe's

Fleet Services has reviewed all available contracts and recommends purchasing, sixteen (16) black and white Chevrolet PPV Tahoe's, and two (2) white Chevrolet PPV Tahoe's in the amount of \$481,044 from Caldwell Country Chevrolet through the TASB/Buyboard contract #358-10.

Sixteen black and white units are for the scheduled replacements for Police Patrol units TBD in Cost Center 532/Police, and the replacement of units 03319 and 04306 in Cost Center 552/Fire, all approved in the FY10-11 Equipment Replacement Fund.

Feel free to call 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:		02/14/11		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5985
CAPTION				
<p>To approve and authorize Contract Modification No. 1 for the purchase of Engineering Services for Alley Reconstruction – Ports O'Call Area in the amount of \$2,590 from Criado & Associates, Inc. This modification will provide design services for the reconstruction of an additional 250 feet of alley between Papeete Drive and Cherbourg Drive.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	26,082	463,918	0	490,000
Encumbered/Expended Amount	-26,082	-21,796	0	-47,878
This Item	0	-2,590	0	-2,590
BALANCE	0	439,532	0	439,532
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the 2010-11 Street Improvement CIP. This modification (increasing the contract to exceed \$50,000), in the amount of \$2,590, will leave a current year balance of \$439,532 for the Alley Reconstruction – Ports O'Call project.</p> <p>STRATEGIC PLAN GOAL: Increased design services for alley reconstruction relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Additional design services are necessary to complete the construction documents for the Alley Reconstruction - Ports O'Call Area project. This modification will provide design services for the reconstruction of an additional 250 feet of alley between Papeete Drive and Cherbourg Drive.</p> <p>The original contract amount was \$47,878.00. The Public Works & Engineering Department is seeking City Council approval of this first modification because the new amount of the contract will exceed \$50,000.00. The revised contract amount is \$50,468.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification			N/A	

CONTRACT MODIFICATION

**ALLEY RECONSTRUCTION – PORTS O'CALL AREA
PROJECT NO. 5985**

**PURCHASE ORDER NO. 184057
CIP NO. 37861**

This shall serve as a **First** Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **CRIADO & ASSOCIATES, INC.** (hereinafter "Consultant"), dated **May 18, 2010**, 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:

This additional work is for designing the replacement of approximately 250 linear feet of 10 foot wide alley pavement located between Papeete Drive and Cherbourg Drive. The scope of services will include topographic surveying for design and control purposes, preparing engineering plan/profile sheet(s) and cross sections, providing bid phase services, construction administration services and any reproduction costs related to the additional sheet(s).

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$2,590.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

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

Original Contract Amount	\$	<u>47,878.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>47,878.00</u>
Amount, Modification No. 1	\$	<u>2,590.00</u>
Revised Contract Amount	\$	<u><u>50,468.00</u></u>
Total Percent Increase Including Previous Modifications		<u>5.41%</u>

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.

CITY OF PLANO
OWNER

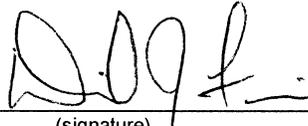
By: _____
(signature)

Print
Name: LaShon Ross

Print
Title: INTERIM CITY MANAGER

Date: _____

CRIADO & ASSOCIATES, INC.
CONSULTANT

By: 
(signature)

Print
Name: David J. Francis, P.E.

Print
Title: VICE PRESIDENT

Date: 01-27-2011

APPROVED AS TO FORM:

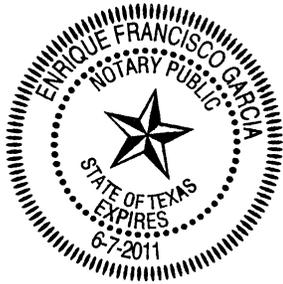
By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 27 day of JANUARY, 2011, by **DAVID J. FRANCIS, P.E., VICE PRESIDENT**, of **CRIADO & ASSOCIATES, INC.**, a Texas corporation, on behalf of said corporation.





Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2011, by **LASHON ROSS, INTERIM 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:	2/14/11
Department:	Public Works & Engineering
Department Head	Alan L. Upchurch
Agenda Coordinator (include phone #): Irene Pegues (7198) Project No. 5932	

CAPTION

To approve and authorize Contract Modification No. 1 for increasing the professional services contract for Drainage Improvements - Ashington, Rosehill & Early Morn in the amount of \$31,500.00 with Jerry Parche' Consulting Engineers.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	21,370	553,630	0	575,000
Encumbered/Expended Amount	-21,370	-32,520	0	-53,890
This Item	0	-31,500	0	-31,500
BALANCE	0	489,610	0	489,610

FUND(S): MUNICIPAL DRAINAGE FUND

COMMENTS: Funds are included in the 2010-11 Municipal Drainage CIP. This modification (increasing the contract to exceed 25% of the original contract), in the amount of \$31,500, will leave a current year balance of \$489,610 for the Ashington, Rose Hill, Early Morn Drainage project.

STRATEGIC PLAN GOAL: Increased design services for drainage improvements relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Additional design services are required for Drainage Improvements - Ashington, Rosehill & Early Morn to expand design services at the original three (3) locations and add design services at a fourth location, Ridgeview Villas Addition.

The additional design services will include the following:

1. Ashington Lane - Design for 100 feet of additional storm sewer line in Bradley Lane.
2. Rosehill Lane - Design for 100 feet of additional storm sewer line in Donnington Drive and 250 feet of parallel sanitary sewer line in Rosehill Lane.
3. Early Morn Drive - Design for 250 feet of additional storm sewer replacement of an existing 42 inch pipe with a 48 inch pipe in Early Morn Drive.
4. Ridgeview Villas Addition - Design of: a drainage flume; an inlet and; 110 feet of 54 inch storm sewer pipe from the northwest corner of Ridgeview Villas Addition to connect to an existing storm sewer on the Taylor Elementary School property.



CITY OF PLANO COUNCIL AGENDA ITEM

The original contract amount was \$53,890.00. The Public Works & Engineering Department is seeking City Council approval of this first modification because the amount of this modification exceeds \$25,000. The revised contract amount is \$85,390.00.

List of Supporting Documents:

Location Maps; Contract Modification

Other Departments, Boards, Commissions or Agencies

N/A

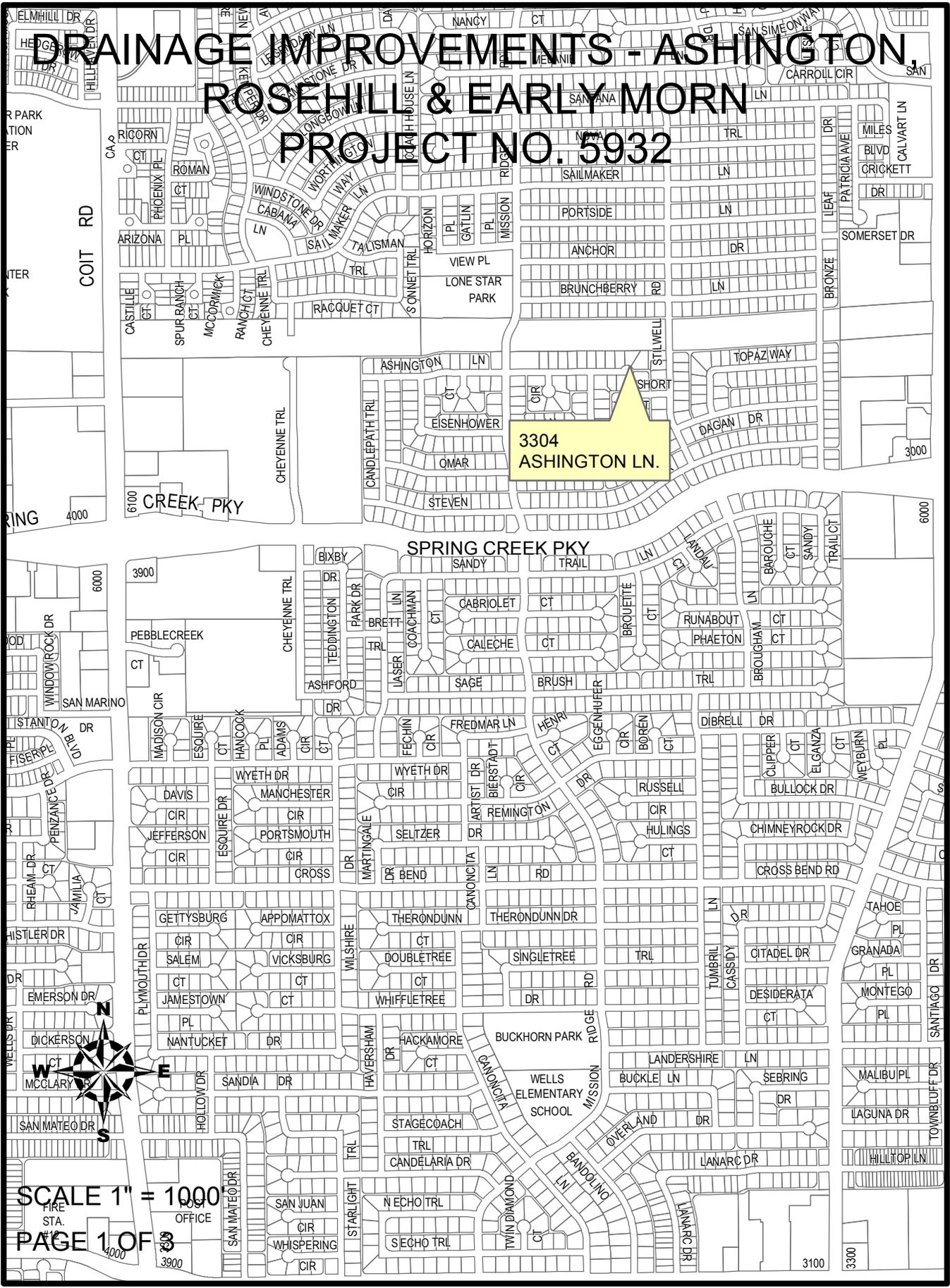
DRAINAGE IMPROVEMENTS - ASHINGTON, ROSEHILL & EARLY MORN PROJECT NO. 5932

3304 ASHINGTON LN.

SPRING CREEK PKY



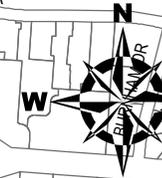
SCALE 1" = 1000'
PAGE 1 OF 3



DRAINAGE IMPROVEMENTS - ASHINGTON, ROSEHILL & EARLY MORN PROJECT NO. 5932

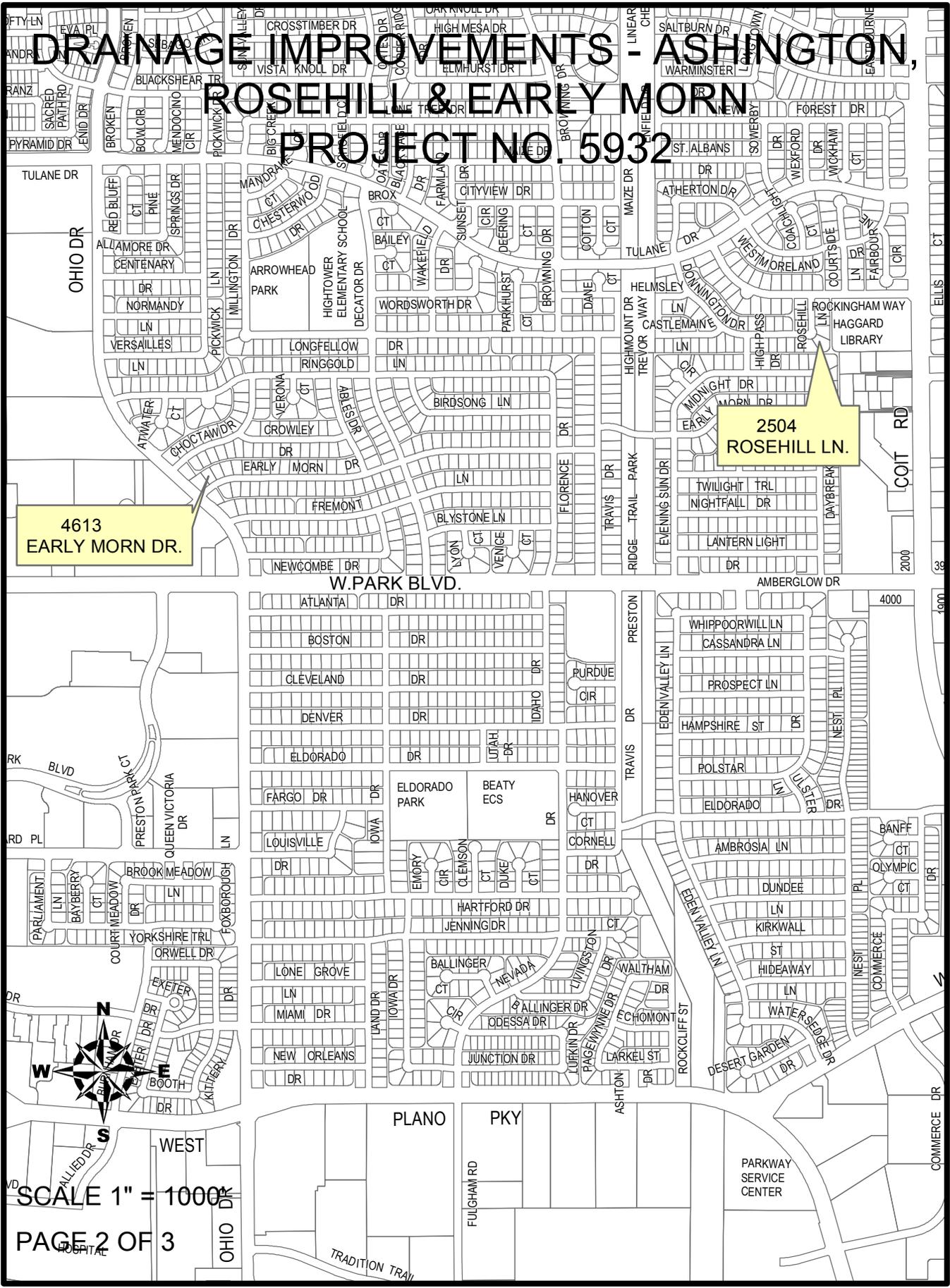
4613
EARLY MORN DR.

2504
ROSEHILL LN.

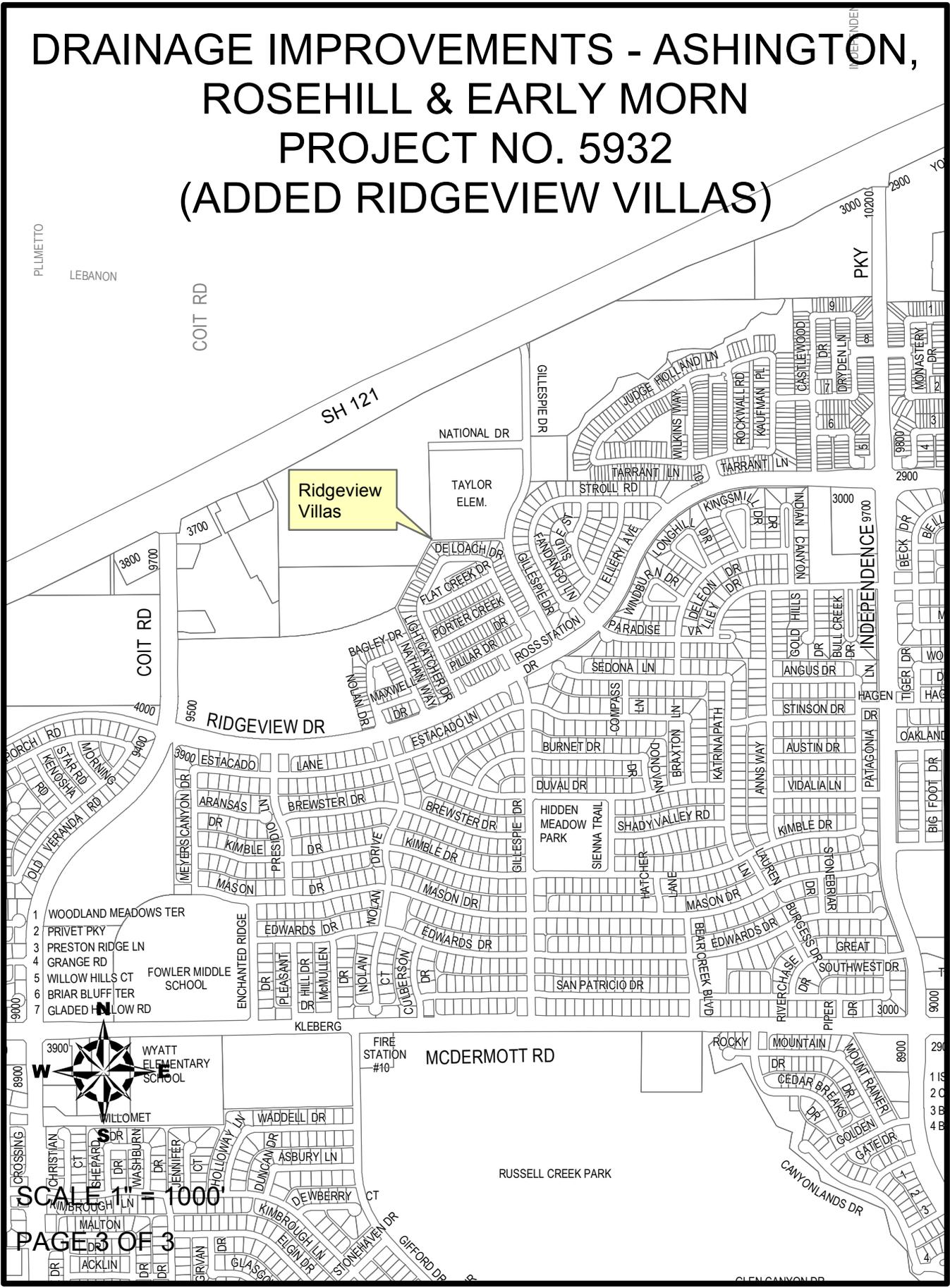


SCALE 1" = 1000'

PAGE 2 OF 3

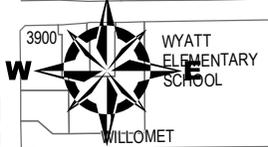


DRAINAGE IMPROVEMENTS - ASHINGTON, ROSEHILL & EARLY MORN PROJECT NO. 5932 (ADDED RIDGEVIEW VILLAS)



Ridgeview Villas

- 1 WOODLAND MEADOWS TER
 - 2 PRIVET PKY
 - 3 PRESTON RIDGE LN
 - 4 GRANGE RD
 - 5 WILLOW HILLS CT
 - 6 BRIAR BLUFF TER
 - 7 GLADE HOLLOW RD
- FOWLER MIDDLE SCHOOL



SCALE 1" = 1000'
PAGE 3 OF 3

CONTRACT MODIFICATION

DRAINAGE IMPROVEMENTS ASHINGTON, ROSEHILL & EARLY MORN PROJECT NO. 5932

PURCHASE ORDER NO. 103812 CIP NO. 71130

This shall serve as a **First** Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **JERRY PARCHE', d/b/a JERRY PARCHE' CONSULTING ENGINEERS, A SOLE PROPRIETORSHIP**, (hereinafter "Consultant"), dated **April 28, 2010**, 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:

Provide additional engineering services according to the attached letter dated January 21, 2011, from Jerry Parche' Consulting Engineers to James Caswell. Such services shall be correlated in conjunction with design services now underway for the original portions of the project. These services include design for expansion of the original contract along with design for an additional location at Ridgeview Villas Addition. Such services shall be completed within ten weeks of the notice to proceed.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$31,500. Such payment shall be made in accordance with the payment terms specified in the Contract.

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

MODIFICATION NO. 1

Drainage Improvements Ashington, Rosehill & Early Morn – Project No. 5932

Page 2 of 8

Original Contract Amount	\$	<u>53,890.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>53,890.00</u>
Amount, Modification No. 1	\$	<u>31,500.00</u>
Revised Contract Amount	\$	<u><u>85,390.00</u></u>
Total Percent Increase Including Previous Modifications		<u>58.45%</u>

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.

CITY OF PLANO

**JERRY PARCHE' D/B/A JERRY
PARCHE' CONSULTING ENGINEERS
a Sole Proprietorship**

OWNER

CONSULTANT

By: _____

(signature)

By: _____

(signature)

Print

Name: LaShon Ross

Print

Name: Jerry Parche', individually

and as

Print

Title: Interim City Manager

Print

Title: Sole Proprietor

Date: _____

Date: 1-27-11

APPROVED AS TO FORM:

By: _____

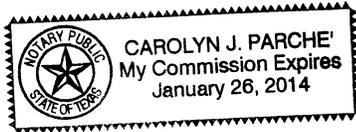
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 27th day of January, 2011, by **JERRY PARCHE'**, d/b/a **JERRY PARCHE'** **CONSULTING ENGINEERS**, a Sole Proprietorship, individually and on behalf of said company.



Carolyn J. Parche'
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2011, by **LASHON ROSS, INTERIM CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

JP Jerry Parché Consulting Engineers

January 21, 2011

Mr. James Caswell, P.E.
City of Plano
Engineering Department
P O Box 860358
Plano, Texas 75086-0358

972/941-7153

**RE: JP NO. 10001; DRAINAGE IMPROVEMENTS -
ASHINGTON, ROSEHILL AND EARLY MORN, REQUEST
FOR CONTRACT AMENDMENT NO. 1; PLANO, TEXAS
CITY PROJECT NO. 5932**

Dear Jim:

In our contract for this project it was anticipated that we would prepare surveys and design in the areas of the drainage improvements proposed in the previous study by Metropolitan Engineers. From the drainage study we prepared under this contract we determined that storm sewer improvements are needed outside of these areas to achieve compliance with current city standards. The additional storm sewer improvements will also further alleviate the flooding potential at each site.

In addition, the City of Plano has requested that we include services and fees in this amendment to prepare plans to remedy a drainage problem in the northwest corner of Ridgeview Villas, a single family subdivision on the north side of Ridgeview Drive approximately 2500 feet east of Coit Road. Additional services and fees proposed for the additional engineering and survey services needed under the original contract and for design of drainage improvements at Ridgeview Villas are provided separately below.

I. ADDITIONAL SERVICES - ORIGINAL CONTRACT

The additional improvements proposed for each site as determined in our drainage study are summarized as follows.

EARLY MORN DRIVE - ADDITIONAL IMPROVEMENTS

1. Construction of a 48-inch storm sewer in Early Morn Drive from the west side of 4605 Early Morn to the lot line between 4556 and 4560 Early Morn.
2. Construction of additional 4 ft. inlets on both sides of Early Morn adjoining existing inlets in front of 4564 and 4565 Early Morn.

ASHINGTON/BRADLEY - ADDITIONAL IMPROVEMENTS

1. Extension of the proposed storm sewer in Bradley Lane from the proposed inlets in front of 6404 Bradley Lane south to the alley across from the intersection with Short Street. This will also include construction of an inlet in this alley.

MODIFICATION NO. 1

Drainage Improvements Ashington, Rosehill & Early Morn – Project No. 5932

Page 5 of 8

Mr. James Caswell, P.E.
JP No. 10001

January 21, 2011
Page 2 of 5

ROSEHILL - ADDITIONAL IMPROVEMENTS

1. Extension of the proposed storm sewer in Donnington Drive west from the proposed inlets in front of 4104 Donnington to just west of the alley intersection on the east side of 4109 Donnington Drive. This will include construction of an inlet in front of this lot.
2. Construction of a parallel sanitary sewer in Rosehill Lane from the manhole in the elbow at the Donnington/Rosehill intersection north to 2516 Rosehill Lane. This sanitary sewer will allow construction of the proposed storm sewer in Rosehill Lane as originally planned.

The estimated additional construction cost for the additional improvements at the three sites in the original contract is \$130,733.00. This is the difference in the construction cost estimates we prepared for the original planned project in January, 2010 and the construction cost estimates for the project with the additional improvements determined in our drainage study. See cost estimates attached.

Based on the above, we anticipate that the following services will be required for the design of the additional improvements described above.

BASIC SERVICES - AMENDMENT NO. 1 - ORIGINAL CONTRACT

1. We will prepare topographic and property line surveys at each site in the areas of the additional improvements.
2. We will contact utility companies and research plans at the city to locate existing utilities and other improvements in these areas.
3. We will design storm sewer improvements in Early Morn Drive from the west side of 4605 Early Morn to the lot line between 4556 and 4560 Early Morn as determined in the drainage study.
4. We will design the extension of the proposed storm sewer in Bradley Lane to the alley across from Short Street and an inlet in this alley just west of the intersection with Bradley Lane as determined in the drainage study.
5. We will design the extension of the proposed storm sewer in Donnington Drive from 4104 Donnington west to the east side of 4109 Donnington Drive and an inlet in front of 4109 Donnington, as determined in the drainage study.
6. We will design a sanitary sewer in Rosehill Lane from the existing manhole in the Donnington/Rosehill intersection north to 2516 Rosehill Lane.
7. We will prepare cost estimates for construction of the additional storm sewer improvements as designed.
8. We will provide copies of the construction plans showing the additional storm sewer improvements to the city for distribution to utility companies for review.

MODIFICATION NO. 1
Drainage Improvements Ashington, Rosehill & Early Morn – Project No. 5932
Page 6 of 8

Mr. James Caswell, P.E.
JP No. 10001

January 21, 2011
Page 3 of 5

9. We will prepare revisions to the preliminary storm sewer improvement plans prepared under this amendment based on city comments and comments from utility companies and prepare final plans.
10. We will extend traffic control plans to the areas of the additional improvements.
11. We will extend erosion control measures to the areas of the additional improvements.

II. ADDITIONAL SERVICES - DRAINAGE IMPROVEMENTS AT RIDGEVIEW VILLAS

Pursuant to our site visit on December 10, 2010, the city has requested survey and engineering services to correct a drainage problem in the Ridgeview Villas Addition. Currently flow from undeveloped areas west of the alley behind houses on Lightcatcher Drive is directed into the alley at the northwest corner of this development resulting in excessive flow in the alley behind DeLoach Drive.

Services included in this amendment are for the following.

1. Design of a flume west of the alley behind houses on Lightcatcher Drive that will intercept the runoff from the undeveloped area west of the alley.
2. Design of an inlet proposed at the northwest corner of the Ridgeview Villas subdivision that will receive flow from the flume.
3. Design of a 54-inch R.C.P. that will convey the runoff from the proposed inlet to an existing 60-inch storm sewer in the Portia Taylor School site approximately 110 feet north of Ridgeview Villas. The existing storm drain through the school property is designed to accept and convey runoff from this watershed.

Based on the above, we anticipate that the following services will be required for the design of the proposed drainage improvements at the Ridgeview Villas subdivision.

BASIC SERVICES - AMENDMENT NO. 1 - RIDGEVIEW VILLAS ADDITION

1. We will prepare topographic and property line surveys in the areas of the additional improvements.
2. We will contact utility companies and research plans at the city to locate existing utilities and other improvements in the area.
3. We will prepare a drainage area map of the watershed contributing runoff to the drainage improvements to be designed under this contract.
4. We will compute peak design discharge at the computation points where runoff will be intercepted by the proposed improvements.
5. We will design a drainage flume just west of the alley behind Lightcatcher Drive that will intercept runoff from the watershed west of the flume and convey this runoff to the northwest corner of the Ridgeview Villas Addition.

MODIFICATION NO. 1
Drainage Improvements Ashington, Rosehill & Early Morn – Project No. 5932
Page 7 of 8

Mr. James Caswell, P.E.
JP No. 10001

January 21, 2011
Page 4 of 5

6. At this northwest corner of Ridgeview Villas we will design an inlet to receive runoff from the flume.
7. We will design a storm sewer from the proposed inlet at the northwest corner of Ridgeview Villas to the existing inlet at the upstream end of the existing 60-inch R.C.P. storm sewer that extends through the Portia Taylor School north of Ridgeview Villas.
8. We will prepare cost estimates for construction of the additional storm sewer improvements as designed.
9. We will provide copies of the construction plans showing the additional storm sewer improvements to the city for utility company review.
10. We will prepare revisions to the storm sewer improvement plans prepared under this amendment based on city comments and comments from utility companies and prepare final plans.
11. We will prepare an Erosion Control Plan for construction of the improvements.
12. We will assist the city in obtaining construction bids for these improvements.
13. We will prepare legal descriptions and exhibits for temporary and permanent easements needed for the construction of these improvements. A total of three properties will require easements.
14. We will provide the following Construction Phase Services for this site. Fees for these services are based on the construction contract being the same contract as the improvements for the three sites in the original contract.
 - A. Assist City in Pre-Bid Meeting.
 - B. Furnish 13 sets of plans and 7 sets of contract documents manual.
 - C. Process plans revisions for change orders.
 - D. Review submittals.
 - E. Provide written responses to questions.
 - F. Make one site visit per month upon request by city.
 - G. Assist city in final inspection and provide recommendation.
 - H. Provide As-Built Plans per city requirements.

MODIFICATION NO. 1

Drainage Improvements Ashington, Rosehill & Early Morn – Project No. 5932
Page 8 of 8

Mr. James Caswell, P.E.
JP No. 10001

January 21, 2011
Page 5 of 5

III. COMPENSATION

Based on our understanding of the project scope as outlined herein, total fees for the Basic Services described above to be provided under this Amendment (Contract Modification) No. 1 shall be as follows.

ADDITIONAL SERVICES FEES

A. ORIGINAL CONTRACT

Design Surveys	\$ 2,000.00
Drainage Analysis	1,700.00
Prepare Plans and Specifications	<u>9,500.00</u>

SUBTOTAL ORIGINAL CONTRACT \$13,200.00

B. RIDGEVIEW VILLAS

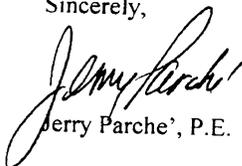
Design Surveys	\$ 1,600.00
Drainage Analysis	2,000.00
Prepare Plans and Specifications	8,900.00
Bid Phase	200.00
Construction Phase	200.00
Easements (3 Temporary & 3 Permanent @ \$900/ea.)	<u>5,400.00</u>

SUBTOTAL RIDGEVIEW VILLAS \$18,300.00

TOTAL ADDITIONAL FEES \$31,500.00

We appreciate the opportunity to submit this proposal. We will be happy to prepare a contract modification upon your request. If you need any additional information, please call.

Sincerely,


Jerry Parche, P.E.

JP:cp



**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:		02/14/11		
Department:		PURCHASING		
Department Head		DIANE PALMER-BOECK		
Agenda Coordinator (include phone #): SHARRON MASON X7247				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Agreement by and between the City of Plano, Texas and Alcatel-Lucent USA Inc., a sole source provider, to purchase additional services and products related to an upgrade and replacement of the existing microwave radio system; authorizing its execution by the City Manager or his/her authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	14,657,205	9,342,795	0	24,000,000
Encumbered/Expended Amount	-14,657,205	-2,650,203	0	-17,307,408
This Item	0	-144,381	0	-144,381
BALANCE	0	6,548,211	0	6,548,211
FUND(S): TECHNOLOGY IMPORVEMENTS (CO's/TAX NOTES)				
<p>COMMENTS: Funds are available from the 2008 and 2009 sale of Tax Notes and 2010 sale of Certificates of Obligation. This item, in the amount of \$144,381, will leave a current year balance of \$6,548,211 for the Radio System Infrastructure Replacement project.</p> <p>STRATEGIC PLAN GOAL: Additional equipment associated with the microwave upgrade for the radio system infrastructure replacement project relate to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>				
SUMMARY OF ITEM				
Staff requests Council approval of an agreement between the City of Plano, Texas and Alcatel-Lucent USA Inc. for the purchase of five tower sites (Communication Parkway, Doghouse, Ridgeview, School House and Radio Shop) that will interface with the existing Alcatel-Lucent Digital Microwave Loop for the City of Plano in the amount not to exceed \$144,381. City of Plano assigned Contract No. 2009-187-C.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				

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 and Alcatel-Lucent USA Inc., a sole source provider, to purchase additional services and products related to an upgrade and replacement of the existing microwave radio system; authorizing its execution by the City Manager or his/her authorized designee; and providing an effective date.

WHEREAS, Public Safety Communications Department of the City of Plano utilizes a microwave radio system which will be jointly used by the City of Plano, the City of Allen, the City of Wylie and the City of Murphy; and

WHEREAS, Alcatel-Lucent USA Inc. is the sole source provider of services and products for the microwave radio system; and

WHEREAS, the City Council has been presented a proposed agreement for additional products and services related to the City of Plano's portion of the upgrade and replacement of the microwave radio system, 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/her 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 City Council hereby finds and determines that Alcatel-Lucent USA Inc. is the sole source provider for the products and services related to the City of Plano's microwave system upgrade and replacement, and is exempt from the competitive bid requirements as provided in the Texas Local Government Code, Section 252.022(a)(7).

Section II. 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 III. The City Manager or his/her 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 IV. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 14th day of February, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN CITY OF PLANO, TEXAS AND
ALCATEL-LUCENT USA INC.
2009-187-C**

THIS CONTRACT is made and entered by and between **ALCATEL-LUCENT USA INC.**, a Delaware corporation, whose address is 660 Data Drive, Plano, Texas 75075, hereinafter referred to as "Contractor" and the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

Alcatel-Lucent USA Inc. is the sole source provider of services and products to be provided for a microwave radio system and this purchase is exempt from competitive bid as provided for in V. T.C.A., *Local Government Code, Section 252.022(a)(7)*.

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

**I.
SCOPE OF SERVICES**

The parties agree that Contractor shall perform such services as are further described in the Statement of Work attached hereto and incorporated herein as **Exhibit "A"**. The parties understand and agree that deviations or modifications in the Statement of Work may be authorized from time to time by City, but said authorization must be made in writing and signed by all parties.

The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Statement of Work (**Exhibit "A"**);
- (b) Tentative Timeline and Milestone Payment Information (**Exhibit "B"**);
- (c) Pricing Summary (**Exhibit "C"**);
- (d) Insurance Requirements (**Exhibit "D"**);
- (e) Insurance Certificate (**Exhibit "E"**);
- (f) Affidavit of No Prohibited Interest (**Exhibit "F"**); and
- (g) Payment and Performance Bonds (**Exhibit "G"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract

documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

II. TIME OF COMPLETION

Contractor agrees and covenants that all work hereunder shall be completed in accordance with the terms set out in the Tentative Timeline and Milestone Payment Information document attached hereto as **Exhibit "B"** and made a part hereof.

III. WARRANTY

Alcatel-Lucent warrants to City that, for the applicable warranty period set forth herein, (a) Equipment and Software media purchased hereunder and manufactured by Alcatel-Lucent (including those manufactured for Alcatel-Lucent by a contract manufacturer and based on Alcatel-Lucent's specification), under normal use and service, will be free from defects in material and workmanship; (b) Equipment and Software will materially conform to Alcatel-Lucent's specifications in effect on the date of acceptance; and (c) Services will be performed in a professional and workmanlike manner. However, Alcatel-Lucent makes no warranty that any Software will operate uninterrupted or error free. With respect to Products or partial assembly of Products furnished by Alcatel-Lucent but not manufactured by Alcatel-Lucent, Alcatel-Lucent hereby assigns, to the extent permitted, the warranties given to Alcatel-Lucent by its vendors of such items.

The warranty periods applicable to Alcatel-Lucent Equipment and Software are 12 months and 90 days, respectively, other than the Digital Microwave Equipment that has a 36 month warranty. The warranty period for Equipment and Software begins on the date of shipment except if Alcatel-Lucent performs installation Services for any Equipment or Software, in which case the warranty period begins on the date of Acceptance. The warranty period for Services is 30 days from the date of completion.

If any Equipment is not as warranted in this Article, then (a) City shall obtain from Alcatel-Lucent a return authorization number, and return the Equipment at its expense, together with the authorization number and a detailed description of the problem, to Alcatel-Lucent's designated repair facility; and (b) Alcatel-Lucent shall repair or replace the Equipment and return it at Alcatel-Lucent's expense to City's point of shipment. Alcatel-Lucent shall assume the risk of loss or damage to any Equipment returned to Alcatel-Lucent for repair or replacement from receipt thereof until delivery to City's point of shipment. If any Software is not as warranted in this Article, then, upon notice from City, Alcatel-Lucent shall correct the Software by (c) electronic means or (d) delivery to City of suitable media chosen solely by Alcatel-Lucent. If Alcatel-Lucent ascertains that Equipment is not readily returnable for repair, then at its option, Alcatel-Lucent may elect to repair or replace the Equipment at City's site. In such instances, City, at its

expense, shall make the Equipment accessible for repair or replacement and shall restore the site after Alcatel-Lucent has completed its repair or replacement. If, Alcatel-Lucent determines that it cannot, in a commercially reasonable manner, (i) repair or replace any Equipment, (ii) correct any Software, or (iii) correct any Services, then Alcatel-Lucent may, in its sole discretion, refund to City the Price of the Product or Services, less a reasonable adjustment for beneficial use. In repairing or replacing any Equipment, part of Equipment, or Software medium under this warranty, Alcatel-Lucent may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Equipment, parts of Equipment, or Software medium. For any Equipment or parts thereof repaired, replaced or corrected under this Article, the warranty period applicable to the Equipment will continue for the longer of (iv) the remainder of the original warranty period or (v) 90 days after the date of shipment of the repaired or replaced Equipment. The warranty period for the corrected Software via fixes and/or patches will be the remaining period of the original warranty period.

Notwithstanding any provision of this Agreement to the contrary, Alcatel-Lucent has no obligation to repair or replace any Equipment, correct any Software, or correct any Services if (a) the Product or any Software has been modified, repaired or reworked by anyone other than Alcatel-Lucent; or (b) the defect is the result of (i) any improper storage, handling or use by anyone other than Alcatel-Lucent, (ii) failure to provide a suitable climatic environment, (iii) operator error, (iv) improper installation of Equipment by anyone other than Alcatel-Lucent, (v) use in a manner not in accordance with the Documentation, (vi) failure to implement any new releases or update to the Software, (vii) any use of the Product in conjunction with another non-Alcatel-Lucent product (except to the extent provided in the Documentation), (viii) consumable items, including fuses, light bulbs, motor brushes and the like, (ix) Products which have had their serial numbers or month and year of manufacture removed, altered, defaced, or deleted, or (x) any damage by power failure, fire, explosion or any act of God or other cause beyond Alcatel-Lucent's control. The warranties set forth in this Article are nontransferable.

Warranty does not include: Alcatel-Lucent assisting in diagnostic efforts; access to Alcatel-Lucent's technical support web sites, databases, or tools; Product integration; on-site assistance; or Documentation updates. These Services are available during and after the warranty period at Alcatel-Lucent's published prices.

EXCEPT AS PROVIDED OTHERWISE HEREIN, THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE FOR PRODUCTS AND SERVICES IS THE EXCLUSIVE WARRANTY. ALCATEL-LUCENT DISCLAIMS ALL OTHER WARRANTIES IMPLIED OR STATUTORY INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE REMEDY PROVIDED UNDER THIS SECTION THIS IS CITY'S EXCLUSIVE REMEDY FOR FAILURE OF PRODUCTS OR SERVICES TO CONFORM TO THE WARRANTY.

IV. PAYMENT

Total compensation for Contractor's work on the Project shall be in an amount not to exceed the sum of **ONE HUNDRED FORTY FOUR THOUSAND THREE HUNDRED EIGHTY ONE AND NO/100 DOLLARS (\$144,381.00)** as set out in **Exhibit "C"**.

All payments for goods and services will be processed within 30 days after the goods are provided, the services completed, or a correct invoice is received, whichever is later, in accordance with the Texas "prompt payment law".

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

V. PAYMENT AND PERFORMANCE BOND

In the event this Contract amount exceeds \$25,000.00, a Payment bond in the amount of not less than one hundred percent (100%) of the Contract amount, conditioned upon the payment of all persons supplying labor or furnishing materials pursuant to the contract is required upon a form provided by City. In the event this Contract amount exceeds \$100,000.00, a Performance Bond in the amount of not less than one hundred and fifteen percent (115%) of the Contract amount, conditioned upon the faithful performance of the Contract, is required upon a form provided by City. The bonds are attached hereto and incorporated herein as **Exhibit "G"**.

VI. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to section **VIII. INDEMNIFICATION** and section **XV. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**VII
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

**VIII.
INDEMNIFICATION**

THE CONTRACTOR 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, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) 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 CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR 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 CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. 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.

CONTRACTOR 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY

PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO CONTRACTOR'S INTELLECUTAL PROPERTY INFRINGEMENT INDEMNIFCATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR 'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT IDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

IX. LIMITATION OF LIABILITY

Alcatel-Lucent and City acknowledge that they have negotiated the Price (among other things) in consideration of their agreement to limit certain of Alcatel-Lucent's liabilities. In no event is Alcatel-Lucent or any of its suppliers or licensors liable for any indirect, special, exemplary, consequential or incidental damages (including lost profits, lost revenues and other economic losses),

however caused and regardless of whether such damages are foreseeable or whether Alcatel-Lucent has been advised of their possibility.

Except for a claim for personal injury, loss of life and/or property damage caused in whole or in part, directly or indirectly by Alcatel-Lucent, Alcatel-Lucent's liability will be limited to actual damages. ALCATEL-LUCENT'S CUMULATIVE LIABILITY FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES, EXCEPT FOR CLAIMS FOR PERSONAL INJURY, LOSS OF LIFE AND/OR PROPERTY DAMAGE, OF CITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THREE TIMES THE CONTRACT VALUE.

X. INSTALLATION, VERIFICATION AND ACCEPTANCE

If Alcatel-Lucent performs installation Services for any Product, then, upon completion of the installation, Alcatel-Lucent shall perform its acceptance tests for the Product in accordance with the Project Specific Statement of Work, Articles 7.5 HOP Acceptance and 8.0 Acceptance Plan. City may witness these verification tests. When Alcatel-Lucent has completed all of its verification tests for any Product to the satisfaction of Alcatel-Lucent and City, then Alcatel-Lucent shall deliver to City an Equipment and Software Verification certificate. Upon receipt of this certificate, (a) the Product shall be deemed to have been accepted by City, and (b) any failure by Alcatel-Lucent to perform the related installation Services in accordance with this Agreement shall be deemed to have been waived. If City undertakes any commercially beneficial use of any Product prior to the completion of Alcatel-Lucent's verification tests, then (a) the Product shall be deemed to have been accepted by City, and (b) the failure by Alcatel-Lucent to perform the related installation Services in accordance with this Agreement shall be deemed to have been waived.

If Alcatel-Lucent does not perform installation Services for any Product, then the Product shall be deemed to have been accepted by City when the related risk of loss or damage passes to City under this Agreement.

Documentation shall be deemed to have been accepted by City when the related risk of loss or damage passes to City under this Agreement.

XI. SOFTWARE

Upon delivery of any Software, Alcatel-Lucent grants to City, and City accepts, a nonexclusive, nontransferable license to use the portions of the Software (including any methods or concepts utilized therein) for which activation has been authorized by Alcatel-Lucent, solely on or with a single unit or arrangement of Equipment for which the Software was delivered. City may make one copy of any Software for backup and

archival purposes if the copy contains all of the Alcatel-Lucent proprietary notices contained in the original Software. All copies of all Software shall be Confidential Information. If Alcatel-Lucent modifies, updates or replaces any Software, or if City discontinues the use of any Product, then, within 30 days thereafter, City shall deliver to Alcatel-Lucent, or certify in writing to Alcatel-Lucent the destruction of, all Software superseded or discontinued as a result thereof.

XII. CONFIDENTIAL INFORMATION

Notwithstanding anything provisions contained in this section, City may disclose Confidential Information in accordance with applicable law.

If Alcatel-Lucent delivers to City any information or data marked or identified as confidential or proprietary ("Confidential Information") including software, then City shall not (a) disclose or otherwise make available the Confidential Information to any third party (except that City may disclose the Confidential Information to Alcatel-Lucent to the extent that they have a need to know the Confidential Information in connection with the operation and/or maintenance of any Product for City, provided, however, that prior to the disclosure, the Alcatel-Lucent has agreed in writing to treat the Confidential Information as confidential in accordance with the terms and conditions City' herein), (b) modify, copy, transmit, alter, merge, decompile, disassemble, reverse engineer or adapt any portion of the Confidential Information (except to the extent otherwise expressly permitted by this Agreement) or (c) use the Confidential Information for any purpose except to operate and maintain any Product.

Subject to notification requirements specified in applicable Public Records or Public Meetings laws, City further agrees that Alcatel-Lucent will be provided with Notice, in the event that release of this Agreement or any Confidential Information has been requested. If a public disclosure of Confidential Information is requested. City shall notify Alcatel-Lucent in writing of such request. Alcatel-Lucent may seek a protective order, at its own expense and in a court of competent jurisdiction. City will reasonably cooperate with Alcatel in such action, but is under no obligation to obtain or seek any court protection.

The rights and obligations of City under this Article shall survive the expiration of the term or sooner termination of this Agreement.

XIII. EXPORT CONTROL

The parties agree that each shall not export, re-export or release technology, including confidential information, software object and/or source code, (collectively, "Controlled Technology") which may be subject to either the U.S. Export Administration Regulations (the "EAR") or the Canadian Export and Import Permits Act ("CEIPA"), either directly or indirectly, unless the exporting or re-exporting party has first obtained any required licenses which may be required under the EAR and/or the CEIPA. The parties further agree that each shall not export or re-export either directly or indirectly Controlled Technology under the license exception "TSR" as defined in Part 740 of the EAR to third parties or nationals shown in Supplement 1 of Part 740 who are members of or associated with either Country Group D:1 or Country Group E:2, as amended. Each party shall be solely responsible for obtaining the appropriate licenses required under the EAR and/or the CEIPA.

XIV. DELIVERY AND RISK OF LOSS

Care, custody and control of and risk of loss with respect to the project including responsibility for products and services associated with the scope of work shall remain solely with the Contractor until final acceptance of the project by City.

XV. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and **shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

XVI. ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XVII.
INDEPENDENT CONTRACTOR**

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

**XVIII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract for the benefit of each of City (naming each City and its officers, agents and employees as additional insureds) insurance coverage as set forth in the Insurance Requirements marked **Exhibit "D"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate for City verifying that the Contractor has obtained the required insurance coverage for City prior to the effective date of this Contract. Insurance Certificates for City are attached as **Exhibit "E"**.

**XIX.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XX.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, each City's Charter, and each City's Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest required by City of Plano, as attached and incorporated herein as **Exhibit "F"**.

**XXI.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XXII.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XXIII.
ENTIRE AGREEMENT**

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

**XXIV.
CONTRACT INTERPRETATION**

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

**XXV.
SUCCESSORS AND ASSIGNS**

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

**XXVI.
NOTICES**

Unless notified otherwise in writing, all notices, including notice of disputes, claims and controversies, are required to be given to the parties in writing and delivered

in person or sent via certified mail to the other parties at the following respective addresses:

Plano Representative:
CITY OF PLANO
Director of Public Safety Communications
1520 K Avenue, Suite 010
Plano Texas 75074
(972) 941-7930

**XXVII.
IMMUNITY**

In the execution of this Agreement, City waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

**XXVIII.
DISPUTE RESOLUTION**

In the event of a dispute regarding any aspect of this Agreement, the parties shall refer the dispute to outside non-binding mediation for resolution prior to engaging in litigation. All parties shall share equally in the cost of a certified mediator and each party shall be responsible for their own attorney fees.

**XXIX.
HEADINGS**

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

**XXX.
GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

**XXXI.
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.

**XXXII.
EXHIBITS**

Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

**XXXIII.
SURVIVAL OF COVENANTS**

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

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

**ALCATEL-LUCENT USA INC., a
Delaware corporation**

DATE: _____

By: _____

Name: _____

Title: _____

Address: _____

Exhibits are available for review in the City's Radio Shop



**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:		2/14/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Aimee Storm Ext 7248				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of the Northrop Grumman Remotec F6B Bomb Robot from Remotec, Inc., a sole-source provider, in the amount of \$242,672 for use by the Plano Police Department; authorizing the City Manager or his/her authorized designee to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	242,672	0	242,672
Encumbered/Expended Amount	0	0	0	0
This Item	0	-242,672	0	-242,672
BALANCE	0	0	0	0
FUND(S): GRANT FUND				
COMMENTS:				
<p>Approval of this item will result in \$242,672 in operating expenses from a 2010 UASI Homeland Security Grant. Funds received from this grant will be used by the City of Plano - Police Department to purchase a Northrop Grumman Remotec F6B Bomb Robot.</p> <p>STRATEGIC PLAN GOAL: Approval of expenses from this grant relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Approval of this request in the amount of \$242,672 is made for the purchase of the Northrop Grumman Remotec F6B Bomb Robot. Remotec Inc., is the sole-provider of the F6B Bomb Robot.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				
Resolution				



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax 972-424-0099
<http://www.planopolice.org>

MEMORANDUM

DATE: January 19, 2011
TO: Diane Palmer-Boeck, Chief Purchasing Officer
FROM: Greg Rushin, Chief of Police, Plano Police Department
SUBJECT: Name Brand Justification for F6B Bomb Robot

The Plano Police Department is requesting your approval to purchase a specific name brand item. We are planning to purchase a Northrop Grumman Remotec F6B Robot for our Hazardous Devices Unit (HDU). This robot is to be used with our Northrop Grumman Remotec HD 1 Bomb Disposal Robot, which was purchased through the 2006 Urban Area Security Initiative (UASI) Homeland Security Grant. It will also be compatible with the Northrop Grumman Remotec Wireless Digital Controller purchased through the 2008 UASI Homeland Security Grant. This wireless controller utilizes a plug (connection) which is designed to fit both the HD1 and F6B Northrop Grumman Remotec robots. The Remotec F6B Robot is an approved project through the 2010 Homeland Security Grant Program to be funded through the Urban Area Security Initiative (UASI) grants (\$242,672.00).

This robot will be used by the department's Hazardous Device Unit to render safe and dispose of improvised explosive devices (IED), to include Vehicle Borne IED's, suicide bombers and other explosive related incidents. It also investigates HAZMAT and potential WMD incidents. The robot will be used to support tactical operations involving barricaded persons or hostage incidents to remotely deliver crisis phones to suspects or to provide surveillance and communication support through the use of its cameras and audio system. The robot will provide the Hazardous Device Unit and the Plano Fire Department's Hazmat team with the capability of remotely investigating potential CBRNE incidents prior to a technician responding downrange. The Plano Police Department Hazardous Device Unit has a gastight total containment vessel (TCV), and the robot provides the capability of remotely placing potential WMD items inside the TCV.

The Plano Police Department has the only Hazardous Device Unit in Collin County and provides Bomb Squad support to all jurisdictions within the County. The unit also provides support to jurisdictions in Grayson County which does not have a Bomb Squad within the County. The City of Plano's population is approximately 264,000, Collin County's population is approximately 800,000, and Grayson County's population is approximately 125,000. The department will consider any request for Bomb Squad support from any of the 95 agencies that are members of the North Texas Police Mutual Aid Agreement, or request from federal agencies (FBI/ATF) or the Texas Department of Public Safety for assistance outside the unit's geographical response area.

Thank you for your consideration.

A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of the Northrop Grumman Remotec F6B Bomb Robot from Remotec, Inc., a sole-source provider, in the amount of \$242,672 for use by the Plano Police Department; authorizing the City Manager or his/her authorized designee to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date.

WHEREAS, the Plano Police Department will use the Remotec F6B Robot with the owned Northrop Grumman Remotec HD 1 Bomb Disposal Robot to respond to emergency incidents including multi-jurisdictional disasters; and

WHEREAS, the Northrop Grumman Remotec F6B Robot is compatible with the owned Northrop Grumman Remotec Wireless Digital Controller.

WHEREAS, Remotec Inc., is the sole-provider of the F6B Robot; and

WHEREAS, upon full review and consideration of the proposed purchase and all matters attendant and related thereto, the City Council is of the opinion that the purchase should be approved, and that the City Manager or his/her designee should be authorized to take such action and execute such documents as necessary to effectuate the purchase.

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

Section I. The City Council hereby finds and determines that Remotec, Inc. is the sole source provider of the F6B Bomb Robot to be purchased by the City, and thus, the purchase is exempt from competitive bid as provided for in V.T.C.A., Local Government Code, Section 252.022 (a) (7).

Section II. The City Manager or his/her authorized designee is hereby authorized to take such action and execute such documents as necessary to effectuate the purchase of the F6B Bomb Robot in the amount of \$242,672 from Remotec, Inc..

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

DULY PASSED AND APPROVED this 14th day of February 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/14/2011		
Department:		City Secretary's Office		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Alice Snyder, Ext. 7515				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, authorizing the City Manager, or his/her designee, to enter into a Joint Election Agreement with the Plano Independent School District and the Frisco Independent School District for the purpose of conducting a joint election on May 14, 2011; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Financial Summary will be provided on the agenda item for the Contract with the County Election's Administrator. STRATEGIC PLAN GOAL: Joint elections relates to the city's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
List of Supporting Documents: Resolution, Exhibit "A"			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, authorizing the City Manager, or his/her authorized designee, to enter into a Joint Election Agreement with the Plano Independent School District and the Frisco Independent School District for the purpose of conducting a joint election on May 14, 2011; and providing an effective date.

WHEREAS, the City of Plano, the Plano Independent School District and the Frisco Independent School District have determined that, for the convenience of the citizens of Plano, the General Elections of the City and School Districts to be held on May 14, 2011, should be combined; and

WHEREAS, it is necessary to enter into a Joint Election Agreement (hereinafter referred to as the "Agreement") designating responsibilities for the conduct and costs of this election, a copy of which is attached hereto as Exhibit "A" and made a part hereof; 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/her authorized designee, should be authorized to execute the Agreement on behalf of the City of Plano.

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

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

Section II. The City Manager, or his/her authorized designee, is hereby authorized to enter into and execute the Agreement on behalf of the City of Plano.

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

DULY PASSED AND APPROVED THIS THE DAY 14th OF FEBRUARY 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

JOINT ELECTION AGREEMENT

The parties to this agreement are the City Council of the City of Plano (the City), the Board of Trustees of the Plano Independent School District (PISD) and the Board of Trustees of the Frisco Independent School District (FISD) known as the Schools, all of whom are governmental entities of the State of Texas, and are collectively referred to as "Parties," agree to holding a joint election and to allocate expenses for the joint election under the following terms and conditions:

The City and the Schools do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Elections of the parties to be held on Saturday, May 14, 2011, for the purposes of establishing the terms and conditions for sharing expenses associated with the elections to be held in May 2011, and any runoff election(s) that may be required. Each of these parties will contract individually with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on their behalf and to be charged expenses in accordance with the terms of this Agreement.

The parties shall divide the expenses for the election(s) as follows:

1. The parties shall divide equally the expenses for all Collin County **early voting** locations utilized by the City with the following exceptions:
 - a. FISD shall be solely responsible for early voting expenses at Preston Ridge Campus of Collin County Community College and agrees that City ballots will be included at this location.
 - b. PISD shall be solely responsible for early voting expenses at Murphy Municipal Complex and Renner Frankford Library and agrees that City ballots will be included at these locations.
2. Each entity shall pay its pro-rata share of expenses for the three election day polling locations at Brinker Elementary School, Bethany Elementary School and Robinson Middle School and the remaining expenses for all other Collin County voter polling locations in the City shall be shared equally between the City and PISD.

Expenses. The term "expenses" includes polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election. Expenses unique to one entity shall be billed solely to that entity such as in the case of a runoff, recount, or other matter.

Tabulation and centralized costs shall be shared equally between the actual number of entities holding an election on May 14, 2011. Each entity shall be solely responsible for its fees incurred under this Agreement. Any dispute regarding the expenses shall be resolved by the parties affected.

Cancellation of Election. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the remaining May 14, 2011, Joint Elections; however, the entity will be liable to Collin County Elections Administrator for the contract preparation fee of \$75.00 .

APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS in its meeting held the _____ day of _____, 2011, and executed by its authorized representative.

By: _____ Attest: _____
 City Manager Diane Zucco, City Secretary
 Approved as to form: _____
 Diane C. Wetherbee, City Attorney

APPROVED BY THE TRUSTEES OF THE FRISCO INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2011, and executed by its authorized representative.

By: _____ Attest: _____
 Dr. Rick Reedy, Superintendent Dan Mossakowski, President
 Board of Trustees

APPROVED BY THE TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2011, and executed by its authorized representative.

By: _____ Attest: _____
 Dr. Douglas W. Otto, Superintendent of Schools Lloyd "Skip" Jenkins, President
 Board of Trustees



**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:	2/14/2011
Department:	Human Resources
Department Head	LaShon Ross
Agenda Coordinator (include phone #): 972-941-7296	

CAPTION

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2010-9-16; establishing the number of certain classifications within the Police and Fire Departments for fiscal year 2010-11; establishing the authorized number and effective dates of such positions for each classification effective February 14, 2011; establishing a salary plan for the Police and Fire Departments effective September 27, 2010; and providing a repealer clause, a severability clause and an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	122,896	122,896
Encumbered/Expended Amount		0	0	0
This Item	0	-67,028	-122,896	-189,924
BALANCE	0	-67,028	0	-67,028

FUND(S): GENERAL FUND

COMMENTS: Adding (1) Fire Lieutenant position to the Plano Fire Department effective February 14, 2011 is projected to add an additional salary and benefits cost of \$67,028 for the remaining pay periods in the 2010-11 Fire Department Operating Budget, and \$122,896 to the 2011-12 Operating Budget. This projection does not include any Overtime costs. There are funds available within the current 2010-11 Fire Department Operating Budget to cover the additional salary costs.

STRATEGIC PLAN GOAL: Adding staff to support the newly established Commercial Fire Inspection Program relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.

SUMMARY OF ITEM

The Fire Department is expanding its fire inspection program and this will require two additional Lieutenants in its Fire Prevention Division. At present, the Department has one additional Lieutenant assigned to its Operational Division that will be utilized for the new program; however, one additional Lieutenant will still need to be added to the staffing total.

The ordinance change for the new program will increase the number of Civil Service personnel in the Fire Department from 319 to 320 and the number of Fire Lieutenants from 20 to 21. The financial impact of this change will be approximately \$67,028 for FY 10/11.

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

DATE: *January 18, 2011*

TO: *Darlene McAndrew*

FROM: *Dan Thompson, Assistant Chief*

SUBJECT: *Staffing Ordinance change*

The Fire Department is expanding its fire inspection program and this will require two additional Lieutenants in its Fire Prevention Division. At present, the Department has one additional-Lieutenant assigned to its Operational Division that will be utilized for the new program; however, one additional Lieutenant will still need to be added to the staffing total.

The extra Lieutenant position noted above exists due to FY 09/10 budget reduction efforts in which the Department agreed to eliminate two staff Lieutenant positions over time through attrition. As of this date, one of these positions has been eliminated through the retirement of a Captain in the summer of 2010 and one still exists.

The start of the new inspection program will require the transfer of the one additional Lieutenant from Operations to Fire Prevention and the promotion of one Lieutenant in accordance with Chapter 143 of the Texas Local Government Code.

The ordinance change for the new program will increase the number of Civil Service personnel in the Fire Department from 319 to 320 and the number of Fire Lieutenants from 20 to 21. The financial impact of this change will be approximately \$67,028 for FY 10/11.

If possible, we would appreciate this change being placed on the council agenda for the first meeting in February and effective Feb 14, 2011. Please do not hesitate to contact me if you have any questions.

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2010-9-16; establishing the number of certain classifications within the Police and Fire Departments for fiscal year 2010-11; establishing the authorized number and effective dates of such positions for each classification effective February 14, 2011; establishing a salary plan for the Police and Fire Departments effective September 27, 2010; and providing a repealer clause, a severability clause and an effective date.

Whereas, on September 27, 2010 by Ordinance No. 2010-9-16, the City Council of the City of Plano, Texas, established classification and salaries for each of the sworn personnel positions within the Police and Fire Departments of the City of Plano; and

Whereas, the City Council has since reviewed the classification positions within the rank of Fire Lieutenant of the City of Plano and is of the opinion that the number of such positions should be increased effective February 14, 2011 as reflected on Exhibit "B" attached hereto; and

Whereas, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective February 14, 2011, and the classification and salary plan for the sworn personnel of the Police and Fire Departments of the City of Plano, Texas as set forth in attached Exhibits "A" and "B" with such salary plan effective September 27, 2010; and

Whereas, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

Section I. Ordinance No. 2010-9-16 duly passed and approved by the City Council of the City of Plano, Texas on September 27, 2010 is repealed in its entirety effective February 14, 2011.

Section II. The number of positions in the City of Plano Police and Fire Departments effective September 27, 2010 and February 14, 2010 and the classification and salary plan of the City of Plano Police and Fire Departments for City of Plano fiscal year 2010-11, effective September 27, 2010, all as set out on attached Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established.

Section III. Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

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

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

Section VI. Upon passage, this Ordinance shall become effective February 14, 2011.

DULY PASSED AND APPROVED, this, the 14th day of February, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY OF PLANO
2010-2011 CIVIL SERVICE
COMPENSATION PLAN
Effective 9/27/10

POLICE

RANGE	POSITION	# POSITIONS Effective	BASE Step: 1	6 Mos. 12 Mos. 18 Mos. 24 Mos. 30 Mos. 36 Mos. 60 Mos. 120 Mos. 180 Mos. 240 Mos.										
				2	3	4	5	6	7	8	9	10	11	
001	Police Officer	9/27/10 - 284	Hourly: 27,2265	28,1442	29,0721	30,3559	31,3548	32,4256	34,0714	35,0329	35,2733	35,5137	35,7541	35,7541
			Monthly: 4,719	4,878	5,039	5,262	5,435	5,620	5,906	6,072	6,114	6,156	6,197	6,197
			Annual: 56,631	58,540	60,470	63,140	65,218	67,445	70,869	72,868	73,368	73,868	74,369	74,369
002	Sergeant	9/27/10 - 38	Hourly: 38,6773	40,1640	40,1640	40,1640	40,1640	40,1640	40,1640	40,1640	40,1640	40,1640	40,1640	40,1640
			Monthly: 6,704	6,962	6,962	6,962	6,962	6,962	6,962	6,962	6,962	6,962	6,962	6,962
			Annual: 80,449	83,541	83,541	83,541	83,541	83,541	83,541	83,541	83,541	83,541	83,541	83,541
003	Lieutenant	9/27/10 - 13	Hourly: 43,1778	45,7659	45,7659	45,7659	45,7659	45,7659	45,7659	45,7659	45,7659	45,7659	45,7659	45,7659
			Monthly: 7,484	7,933	7,933	7,933	7,933	7,933	7,933	7,933	7,933	7,933	7,933	7,933
			Annual: 89,810	95,193	95,193	95,193	95,193	95,193	95,193	95,193	95,193	95,193	95,193	95,193
004	Captain	9/27/10 - 4	Hourly: 49,1990	52,1480	52,1480	52,1480	52,1480	52,1480	52,1480	52,1480	52,1480	52,1480	52,1480	52,1480
			Monthly: 8,528	9,039	9,039	9,039	9,039	9,039	9,039	9,039	9,039	9,039	9,039	9,039
			Annual: 102,334	108,468	108,468	108,468	108,468	108,468	108,468	108,468	108,468	108,468	108,468	108,468
005	Assistant Police Chief	9/27/10 - 1	Hourly: 56,0565	59,7235	59,7235	59,7235	59,7235	59,7235	59,7235	59,7235	59,7235	59,7235	59,7235	59,7235
			Monthly: 9,716	10,352	10,352	10,352	10,352	10,352	10,352	10,352	10,352	10,352	10,352	10,352
			Annual: 116,598	124,225	124,225	124,225	124,225	124,225	124,225	124,225	124,225	124,225	124,225	124,225

Recruit:
01A
Hourly: 25,2278
Monthly: 4,373
Annual: 52,474

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.

EXHIBIT A

**CITY OF PLANO
2010 - 2011 CIVIL SERVICE
COMPENSATION PLAN
Effective 02/14/11**

FIRE

RANGE	POSITION	# Positions Effective	STEP:	BASE	6 MOS.	12 MOS.	24 MOS.
				1	2	3	4
001	Fire Rescue Specialist**	9/27/10 - 193	Hourly:	19,2862			20,6451
			Monthly:	4,680			5,010
			Annual:	56,161			60,118
002	Fire Apparatus Operator**	9/27/10 - 51	Hourly:	25,3544			22,7431
			Monthly:	6,153			5,519
			Annual:	73,832			66,228
003	Lieutenant**	9/27/10 - 20 2/14/11 - 21	Hourly:	28,1787			
			Monthly:	6,838			
			Annual:	82,056			
004	Captain**	9/27/10 - 42	Hourly:	31,5667			
			Monthly:	7,660			
			Annual:	91,922			
005	Battalion Chief*	9/27/10 - 9	Hourly:	50,2372		54,5027	
			Monthly:	8,708		9,447	
			Annual:	104,493		113,366	
006	Assistant Fire Chief*	9/27/10 - 4	Hourly:	59,8629			
			Monthly:	10,376			
			Annual:	124,515			
01A	Fire Recruit**		Hourly:	17,8720			
			Monthly:	4,337			
			Annual:	52,043			

* Hourly rate above is the basis for all pay calculations. Monthly and annual amounts illustrate potential pay if 2080 hours are worked annually.

** Hourly rate above is the basis for all pay calculations. Monthly and annual amounts illustrate potential pay if 2912 hours are worked annually.

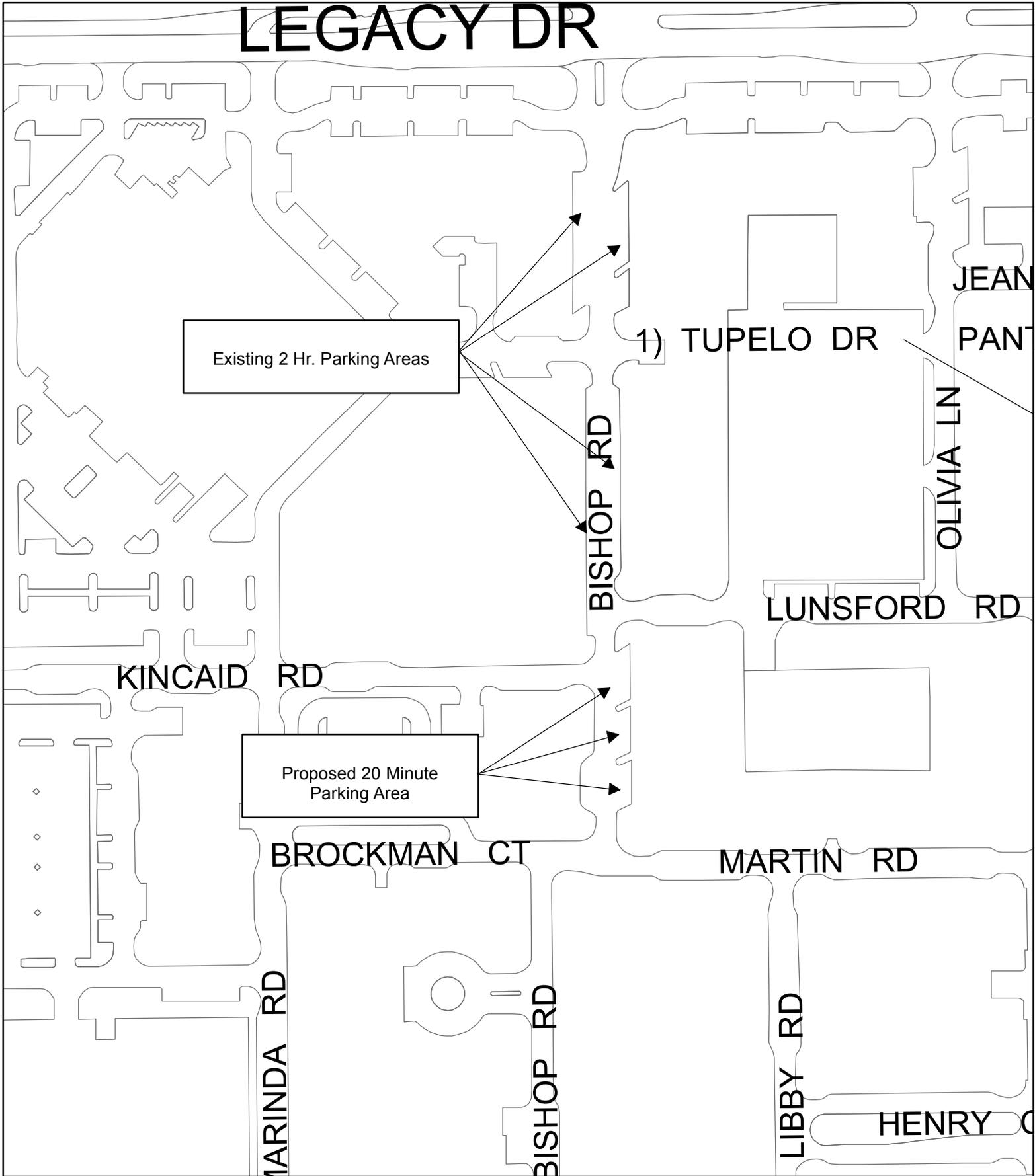
The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.



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:		2/14/2011		
Department:	Public Works & Engineering			
Department Head	Alan L. Upchurch			
Agenda Coordinator (include phone #): Irene Pegues (7198)				
CAPTION				
<p>An Ordinance of the City of Plano, Texas amending Section 12-103 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to repeal the two hour duration time limit between the hours of 8:00 A.M. and 12:00 midnight for the parking spaces along the east side of Bishop Road between Martin Road and Lunsford Road and to amend Article V of Chapter 12 (Traffic Code) of the Code of Ordinances of the City of Plano by adding Section 12-103.1 to Article V of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to limit the duration of parking to twenty minutes maximum between the hours of 8:00 A.M. and 12:00 midnight for the parking spaces along the east side of Bishop Road between Martin Road and Lunsford Road within the city limits of the City of Plano, declaring it unlawful and a misdemeanor to park motor vehicles in such parking spaces for longer than the time herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): GENERAL FUND				
<p>COMMENTS: Any revenue received via fines as a result of this Ordinance is undeterminable at this time. STRATEGIC PLAN GOAL: Passage of this Ordinance relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Tenants of Legacy Town Center have requested that the current 2-hour time-limited parking restrictions between the hours of 8:00 A.M. and 12:00 midnight for the head-in parking spaces on the east side of Bishop Road between Martin Road and Lunsford Road be changed to 20-minute time-limited parking between the hours of 8:00 A.M. and 12:00 midnight to provide for more efficient use of the parking spaces in this location. The Transportation Engineering Division has prepared the attached ordinance for City Council consideration and recommends approval of the ordinance.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	

LEGACY DR



Existing 2 Hr. Parking Areas

1) TUPELO DR

BISHOP RD

OLIVIA LN

LUNSFORD RD

KINCAID RD

Proposed 20 Minute
Parking Area

BROCKMAN CT

MARTIN RD

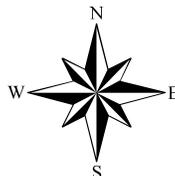
MARINDA RD

BISHOP RD

LIBBY RD

HENRY C

Proposed Bishop Road
20 Minute Parking Zone



An Ordinance of the City of Plano, Texas amending Section 12-103 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to repeal the two hour duration time limit between the hours of 8:00 A.M. and 12:00 midnight for the parking spaces along the east side of Bishop Road between Martin Road and Lunsford Road and to amend Article V of Chapter 12 (Traffic Code) of the Code of Ordinances of the City of Plano by adding Section 12-103.1 to Article V of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to limit the duration of parking to twenty minutes maximum between the hours of 8:00 A.M. and 12:00 midnight for the parking spaces along the east side of Bishop Road between Martin Road and Lunsford Road within the city limits of the City of Plano, declaring it unlawful and a misdemeanor to park motor vehicles in such parking spaces for longer than the time herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the Transportation Engineering Division received a request to establish twenty-minute parking restrictions along the east side of Bishop Road between Martin Road and Lunsford Road in order to provide for improved parking availability for the adjacent properties; and

WHEREAS, the Transportation Engineering Division has considered the request and finds no compelling reason not to grant the request; and

WHEREAS, the City Council of the City of Plano finds it in the best interest of the public to limit the length of time vehicles may be parked along the east side of Bishop Road between Martin Road and Lunsford Road within the city limits of the City of Plano.

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

Section I. It shall be unlawful for any person to park a vehicle for a period longer than twenty (20) minutes along the sections of Bishop Road described herein.

Section II. Section 12-103 of Chapter 12 (Traffic code) of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsections:

“Bishop Road, parallel and head-in parking spaces along both sides of Bishop Road between Legacy Road and Martin Road.

Bishop Road, parallel parking spaces along the east side of Bishop Road between Martin Road and Daniel Road.”

Section III. Section 12-103 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections entitled and to read as follows:

“Bishop Road:

- (1) Parallel and head-in parking spaces along the east side of Bishop Road between Legacy Drive and Lunsford Road.
- (2) Parallel and head-in parking spaces along the west side of Bishop Road between Legacy Drive and Martin Road.
- (3) Parallel parking spaces along the east side of Bishop Road between Martin Road and Daniel Road.”

Section IV. Article V of Chapter 12 (Traffic Code) of the Code of Ordinances of the City of Plano is hereby amended by adding Section 12-103.1 to Article V of Chapter 12 (Traffic Code) of the Code of Ordinances of the City of Plano to read in its entirety as follows:

“Section 12-103.1. Twenty-Minute Parking.

No person shall park a vehicle for a period longer than twenty (20) minutes between the hours of 8:00 a.m. and 12:00 midnight in the following locations:

Bishop Road, head-in parking spaces along the east side of Bishop Road between Lunsford Road and Martin Road.”

Section V. The Traffic Engineer of the City of Plano is hereby authorized and directed to cause placement of traffic control signs on the portions of the roadways described herein, and such sign shall give notice to all persons of the time limit in effect for this parking area.

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

Section VII. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

Section IX. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

DULY PASSED AND APPROVED THIS 14TH DAY OF FEBRUARY, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/14/2011		
Department:		City Secretary's Office		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Alice Snyder, Ext. 7515				
CAPTION				
An Ordinance of the City Council of the City of Plano, Texas, ordering an election to be held on May 14, 2011, for the purpose of electing four (4) Members of Council, Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7 to the City Council to hold office for a period of three years; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Fiscal impact will be placed on the agenda with authorization of a contract with the Collin County Election Administrator.				
STRATEGIC PLAN GOAL: Holding elections relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City Council of the City of Plano, Texas, ordering an election to be held on May 14, 2011, for the purpose of electing four (4) Members of Council, Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7 to the City Council to hold office for a period of three years; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date.

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

Section I. A General Election be and is hereby ordered to be held on Saturday, May 14, 2011, for the purpose of electing four (4) City Council Members to fill the following expiring terms on the Plano City Council: Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7, each such term being for a period of three (3) years.

Section II. The filing deadline for candidates for Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7 shall be March 14, 2011.

Section III. The polling places and the county election precincts whose qualified voters shall cast ballots at such locations in the City of Plano for the 2011 General Election are as follows:

COLLIN COUNTY ELECTION PRECINCTS	POLLING PLACE
52, 61, 68, 103 and 141;	Armstrong Middle School 3805 Timberline Drive, Plano, TX 75074
34, 107, 119, 121, 135 and 139;	Bethany Elementary School 2418 Micarta Drive, Plano, TX 75025
23, 46, 47, 50, 51, 152 and 158;	Bowman Middle School 2501 Jupiter Road, Plano, TX 75074
90, 116, 137 and 176;	Brinker Elementary School 3800 John Clark Parkway, Plano, TX 75093
21, 54, 62 and 66;	Carpenter Middle School 1501 Cross Bend Road, Plano, TX 75023
109 and 123;	Christopher A. Parr Library 6200 Windhaven Parkway, Plano, TX 75093
15, 19, 53, 65, 70 and 71;	Haggard Middle School 2832 Parkhaven Drive, Plano, TX 75075
58, 77 and 91;	Hendrick Middle School 7400 Red River Drive, Plano, TX 75025

31, 32, 63 and 76;	Hughston Elementary School 2601 Cross Bend Road, Plano, TX 75023
14, 81, 86, 89, 108, 112, 124 and 167;	Robinson Middle School 6701 Preston Meadow Drive, Plano, TX 75024
64 and 69;	Schimelpfenig Middle School 2400 Maumelle Drive, Plano, TX 75023
28, 75, 105 and 143;	Shepton High School 5505 Plano Parkway, Plano, TX 75093
39 and 85;	Thomas Elementary School 1800 Montana Trail, Plano, TX 75023
26, 49, 67, 72 and 138.	Wilson Middle School 1001 Custer Road, Plano, TX 75075
DENTON COUNTY ELECTION PRECINCTS	POLLING PLACE
226	Christopher A. Parr Library 6200 Windhaven Parkway, Plano, TX 75093

Polling places on May 14, 2011 shall be open from 7:00 a.m. until 7:00 p.m.

Section IV. Votes for said election shall be cast utilizing touch-screen devices with Diebold's ACCUVOTE TS R6v.4.6.4 direct recording devices (DRE's) for early voting and election day and optical-scan ballots with Diebold's ACCUVOTE OS ROM v.2.0.12 for early voting by mail.

Section V. Early voting by personal appearance for the above-designated election shall be conducted at the following locations on the following dates and times. The list of early voting polling locations for this election may be expanded subject to the Collin County Elections Administrator's decision to include ballots at additional locations throughout the county.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>May 1</i>	<i>May 2</i> Early Voting 8am-5pm	<i>May 3</i> Early Voting 8am-5pm	<i>May 4</i> Early Voting 8am-5pm	<i>May 5</i> Early Voting 8am-7pm	<i>May 6</i> Early Voting 8am-5pm	<i>May 7</i> Early Voting 8am-5pm
<i>May 8</i>	<i>May 9</i> Early Voting 7am-7pm	<i>May 10</i> Early Voting 7am-7pm	<i>May 11</i>	<i>May 12</i>	<i>May 13</i>	<i>May 14</i> Election Day 7am-7 pm

Main Early Voting Location		
Collin County Elections Department	2010 Redbud Boulevard Suite 102	McKinney, TX 75069
Temporary Branch Early Voting Locations		
Christ United Methodist Church	3101 Coit Road	Plano, TX 75075
Christopher A. Parr Library	6200 Windhaven Parkway	Plano, TX 75093
Collin County Community College - Spring Creek Campus	2800 E. Spring Creek Parkway	Plano, TX 75074
Collin County Community College – Preston Ridge Campus	9700 Wade Boulevard	Frisco, TX 75035
Haggard Library	2501 Coit Road	Plano, TX 75075
Harrington Library	1501 18 th Street	Plano, TX 75074
Plano Independent School District Administration Center	2700 West 15 th Street	Plano, TX 75075
Murphy Municipal Complex	206 North Murphy Road	Murphy, TX 75094
Renner Frankford Library	6400 Frankford Road	Dallas, TX 75252

Applications for ballots by mail shall be mailed to:

Sharon Rowe, Elections Administrator
Collin County Elections Department
2010 Redbud Boulevard
Suite 102
McKinney, TX 75069

Applications for ballots by mail must be received no later than the close of business on Friday, May 6, 2011 by Sharon Rowe, Collin County Elections Administrator, 2010 Redbud Boulevard, Suite 102, McKinney, TX 75069

Section VI. The recommendations of the City and the School District(s) will be the accepted guidelines of four (4) clerks to be secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours.

Section VII. The Mayor, through the City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election.

Section VIII. This ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 14th day of February, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/14/11		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey - 7156				
CAPTION				
UNDEVELOPED LAND STUDY - DISCUSSION AND DIRECTION REGARDING POLICY RECOMMENDATIONS FROM THE ECONOMIC DEVELOPMENT ELEMENT, LAND USE ELEMENT, AND HOUSING DENSITY, INFILL HOUSING, MIXED USE, AND REZONING TO MEET DEMAND POLICY STATEMENTS, FOR THE USE OF REMAINING UNDEVELOPED LAND IN PLANO.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no determinable fiscal impact at this time.				
SUMMARY OF ITEM				
The purpose of the Undeveloped Land Study is to determine if current policies are appropriate in light of present development issues, to review the amount and location of undeveloped land, and to prepare the city for future development opportunities. The review of the policy recommendations is part of the Comprehensive Plan update process.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Cover letter from Chris Caso, Chairman of the Planning & Zoning Commission		Planning & Zoning Commission		
Undeveloped Land Study memorandum				
Undeveloped Land Map				

Date: February 2, 2011

To: Honorable Mayor Phil Dyer and the Plano City Council

From: Christopher J. Caso, Chairman of the Planning & Zoning Commission

Subject: Undeveloped Land Study

Since August 2010, the Planning & Zoning Commission and staff have been reviewing policy statements from the Comprehensive Plan regarding use of the remaining undeveloped land in Plano. The purpose of the study is to determine if current policies regulating undeveloped land are appropriate in light of present development issues, to review the amount and location of undeveloped land, and to prepare the city for future development opportunities. The review of the policy recommendations is part of the Comprehensive Plan update process and the Commission is pleased to present the results of the study in regards to wise use of the city's undeveloped land.

Only 3,900 acres of undeveloped land remain in Plano and most of this land is zoned for nonresidential uses. A majority of the land is located within the expressway corridors and major employment centers of the city. Current land use policies recommend this land should be preserved for future employment and economic development opportunities which if developed as planned would reduce the tax burden of homeowners to fund municipal services. Undeveloped land outside of these locations could be considered for residential development if the project has access to parks, schools, and other city services. The policies also address concentration of multifamily, infill housing opportunities, and mixed-use development.

The attached memorandum includes a summary of the study, current policies, and the recommendations from the Commission. The Commission seeks direction from the City Council regarding the policy recommendations as they pertain to the city's undeveloped land, and whether the Council concurs with the Commission's recommendations. The feedback received from Council will assist the Commission in its effort to update the Comprehensive Plan, and provide the Commission and staff additional direction as it pertains to zoning requests that differ from the city's current policies.

Sincerely;



Christopher J. Caso, AICP
Chair, City of Plano Planning & Zoning Commission

MEMORANDUM

Date: February 2, 2011

To: La Shon Ross, Interim, City Manager
Frank Turner, Deputy City Manager

From: Steve Sims, Senior Planner

Subject: Undeveloped Land Study

Since August 2010, the Planning & Zoning Commission and staff have been reviewing policy statements from the Comprehensive Plan regarding use of the remaining undeveloped land in Plano. The purpose of the study is to determine if current policies regulating undeveloped land are appropriate in light of present development issues, to review the amount and location of undeveloped land, and to prepare the city for future development opportunities. The review of the policy recommendations is part of the Comprehensive Plan update process.

Why is the Study Important?

The results of statistical analysis for the study indicate only 3,900 acres of land (8.4% of the Plano's land area) remains for future development. Most of the land is located within the city's expressway corridors (Dallas North Tollway, President George Bush Turnpike, and Sam Rayburn Tollway) and major employment areas such as Legacy Business Park and the Research Technology Crossroads (see attached map). These areas have been identified as Plano's prime economic base and are zoned for uses which could increase employment and economic development opportunities for Plano residents and reduce the tax burden on home owners to fund municipal services. At the same time, demand for new housing in the city will increase along with the region's population.

Development Issues

In the mid 2000's, the demand for more housing in Plano began to grow as the availability of land for residential development became more scarce. The city experienced pressure from the development community to rezone land to allow for residential development within the city's expressway corridors and major employment areas. A total of 80 acres were rezoned in 2007 to allow for single-family residential development within the Legacy Business Park, and in 2010 requests to rezone approximately 70 acres of land in the Research Technology Crossroads for additional single-family housing were approved. Additionally, staff has recently had discussions with developers and land owners regarding rezoning properties within the expressway corridors and employment centers to allow for multifamily residential uses as it is anticipated to recover first from the recent economic recession.

Undeveloped Land Policies in the Comprehensive Plan

The following is a brief summary of each of the current policy recommendations found in the Comprehensive Plan for undeveloped land in Plano. These policies were approved between 2004 and 2009.

Land Use and Economic Development Elements

Undeveloped land located within Plano's expressway corridors and major employment areas should be preserved for future economic development and employment opportunities.

Housing Density Policy Statement

No more than 500 multifamily units should be located at one site, and developments resulting in a concentration of 500 units or more should be separated by 1,500 feet. Multifamily developments within a mixed-use and urban center setting are exempt from these limitations, along with retirement housing.

Infill Housing Policy Statement

This policy encourages residential development on infill sites and establishes criteria for housing to be developed in an alternative neighborhood format. The policy discourages residential development within 1,200 feet of the State Highway 121 centerline.

Mixed-Use Policy Statement

The policy establishes guidelines for the development of mixed-use neighborhood centers and urban centers.

Rezoning Land to Meet Demand

The policy provides criteria and guidelines to determine the appropriateness of requests to rezone land to allow for residential development. Criteria included connection of the proposed residential development with schools, city services, existing neighborhoods and whether the land is located within the expressway corridors and major employment centers, which should be preserved for future employment and economic development opportunities.

Planning & Zoning Commission Recommendations

Overall, the Planning & Zoning Commission determined the policy recommendations for undeveloped land should be retained; however, they did suggest a few changes to the policies. Here is a summary of their recommendations regarding the policies as it pertains to undeveloped land in Plano.

Expressway Corridors and Employment Areas

Land should be preserved for future economic development and employment opportunities. However, the Commission stated higher density multifamily development may be appropriate, but only within mixed-use and urban center developments.

Mixed-Use

The Commission recommended that the location of potential sites for urban centers noted in the Urban Center Study (Park Boulevard and Preston Road intersection, Collin Creek Mall area, and the Parker Road DART station) be shown on the Future Land Use Map. More potential urban centers and neighborhood centers should be investigated and considered for addition to the map.

Multifamily Development

There were differences among the Commission regarding the role of additional lower density multifamily development in Plano. Some commissioners stated that no additional garden apartments are necessary, while other commissioners thought lower density apartments could meet the need for affordable housing in Plano and attract younger people to the city. Also, lower density multifamily development could be a good option for redevelopment of the neighborhood retail corners.

Single-Family Development

No single-family development should occur within the expressway corridors and major employment centers. Single-family development should take place in complete neighborhoods with access to schools, parks and amenities.

Summary

The Commission believes that the existing policies are still appropriate and do not require substantial change. They believe it is important to provide employment opportunities for Plano residents. Retailers and office developers have stated that locations along expressway corridors are important for business success. Allowing for additional multifamily residential development within the urban center locations along with the redevelopment of neighborhood retail corners, will bring more people to Plano thus increasing potential customers for existing businesses. This also provides another option to address underperforming retail sites at the major thoroughfare intersections. The Commission recommended the 1,200 foot setback for residential development from the State Highway 121 centerline should be retained.

Action from City Council

Recommended the City Council consider the Planning & Zoning Commission's policy recommendations as they pertain to undeveloped land, and provide direction as to whether the Council concurs with the Commission's recommendations, and provide any additional comments regarding the policy statements for the Comprehensive Plan update.

