

# CITY COUNCIL

1520 AVENUE K



DATE: 2/25/2013  
 CALL TO ORDER: 7:00 p.m.  
 INVOCATION: Keith Gray, Student Ministry Pastor  
 Meadows Baptist Church  
 PLEDGE OF ALLEGIANCE: Brownie Troop 2739  
 Davis and Hughston Elementary Schools

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>SPECIAL RECOGNITION: The Plano City Council would like to honor retiring Texas Legislator, The Honorable Senator Florence Shapiro</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>Community Relations Commission</u></b></p> <p>Judy Drotman</p> <p><b><u>Self Sufficiency Committee</u></b></p> <p>Ethel Lean Jernigan</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><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></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b>  <b><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></b></p>	
	<p><b><u>Approval of Minutes</u></b>  (a) February 11, 2013</p>	
	<p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p>	
	<p>(b) Bid No. 2013-88-B for Tennis Court Lighting Improvements to NEMA 3 Electrical Contractors, Inc. in the amount of \$369,255 and authorizing the City Manager to execute all necessary documents.</p>	
	<p>(c) Bid No. 2013-118-B for Frank Beverly Park Renovation to Schmoltdt Construction, Inc. in the amount of \$854,508 and authorizing the City Manager to execute all necessary documents.</p>	
	<p>(d) Bid No. 2013-107-C for a one (1) year contract with three (3) City optional renewals to purchase Tire Re-Capping Services for Inventory Control &amp; Asset Disposal (ICAD) from Southern Tire Mart in an estimated annual amount of \$60,470 and authorizing the City Manager to execute all necessary documents.</p>	
	<p>(e) RFP No. 2012-210-C for two (2) years with five (5) City optional one (1) year renewals for Occupational Health Provider Services for multiple departments to Occupational Health Centers of the SWPA, dba Concentra Medical Centers, in the estimated annual amount of \$166,870 and authorizing the City Manager to execute all necessary documents.</p>	
	<p><b>Purchase from an Existing Contract</b></p>	
	<p>(f) To approve the purchase of carpet replacement at the Parr Library in the amount of \$129,776 from Shaw Contract Flooring Services, Inc. d/b/a Spectra Contract Flooring through an existing contract and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 391-12)</p>	
	<p>(g) To approve the purchase of carpet replacement at the Police Building and the Municipal Center in the amount of \$272,572 from Gomez Floor Covering, Inc. through an existing contract and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 391-12)</p>	
	<p>(h) To approve the purchase of one (1) Arrow Master Model 1350T Mobile Hydraulic Hammer from Hi-Way Equipment Co., in the amount of \$101,944 for the Fleet Department to be utilized by Public Works, through an existing contract/agreement with HGAC, and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. EM06-11)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	To approve the purchase of Hewlett-Packard Server Hardware and Software maintenance in the amount of \$67,458 from Hewlett-Packard Company through an existing Department of Information Resources (DIR) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1364)	
(j)	To approve the purchase of Infoblox Network Hardware, Installation and Maintenance for one (1) year with three (3) City optional one (1) year renewals, in the amount of \$184,055 from Future Com, LTD. through an existing Department of Information Resources (DIR) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1887).	
(k)	To approve the purchase of replacement Cisco switch hardware and maintenance for the Technology Services Data Center, in the amount of \$652,919 from INX, LLC a Presidio Company through an existing Department of Information Resources (DIR) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1386)	
	<b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b>	
(l)	To approve a Professional Services Agreement by and between the City of Plano and Binkley & Barfield – C&P, Inc., in the amount of \$129,280 for the Bridge Repairs Phase 2 Project No. 6154.1 and authorizing the City Manager to execute all necessary documents.	
(m)	To approve a Professional Services Agreement by and between the City of Plano and RJN Group, Inc., in the amount of \$292,565 for I & I Program 2013 Project No. 6255; and authorizing the City Manager to execute all necessary documents.	
	<b>Approval of Contract Modification</b>	
(n)	To approve Contract Modification No. 2 for the purchase of additional engineering services for the 14th Street – E Avenue to F Avenue project in the amount of \$16,907 from Hayden Consultants, Inc. and to authorize the City Manager to execute all related documents.	
(o)	To approve Contract Modification No. 2 for the purchase of additional engineering services for the Windhaven Parkway – Spring Creek Parkway to West City Limit Project No. 5741 in the amount of \$85,481 from Teague Nall and Perkins, Inc. and authorizing the City Manager to execute all related documents.	
(p)	Termination of Contract for Electronic Recycling, 2011-30-C.	
	<b>Approval of Expenditure</b>	
(q)	To approve a one (1) year contract with three (3) City optional one (1) year renewals for the purchase of Traffic Signal Pre-Emption Equipment for Inventory Control & Asset Disposal (ICAD) from Consolidated Traffic Controls, Inc. in the estimated annual amount of \$85,215 and authorizing the City Manager to execute all necessary documents.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<b><u>Adoption of Resolutions</u></b>	
(r)	To approve the terms and conditions of an Economic Development Incentive Agreement by and between Natural Polymer International Corporation, a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager and providing an effective date.	
(s)	To repeal Resolution No. 74-12-4(R) for City participation in the cost of screening wall construction; and providing an effective date.	
(t)	To approve the terms and conditions of a Second Amendment to an Advance Funding Agreement by and between the City of Plano and the Texas Department of Transportation for Preston Road Corridor, authorizing its execution by the City Manager; and providing an effective date.	
(u)	To approve the terms and conditions of a First Amendment to Communications Facilities License by and between the City of Plano, Texas, and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, successor to Sprint Wireless Broadband Company, LLC, a Delaware limited liability company authorizing its execution by the City Manager; and providing an effective date.	
(v)	To approve the terms and conditions of a First Amendment to Communications Facilities License by and between the City of Plano, Texas, and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, authorizing its execution by the City Manager; and providing an effective date.	
(w)	To approve the Investment Portfolio Summary for the quarter ending December 31, 2012 and providing an effective date.	
(x)	To approve the settlement of the lawsuit styled Richard T. Naibert v. City of Plano, Case Number 416-04912-2012, in the 416th District Court of Collin County, Texas, in the amount of \$60,000; authorizing the City Manager to execute any and all documents necessary to settle such lawsuit; and providing an effective date.	
(y)	To authorize the City Manager to enter into a Joint Election Agreement with the Plano Independent School District, Collin County Community College District and the Frisco Independent School District for the purpose of conducting a joint election on May 11, 2013; and providing an effective date.	
	<b><u>Adoption of Ordinances</u></b>	
(z)	To order an election to be held on May 11, 2013, for the purpose of electing four (4) Members of Council, Place No. 2 (District 2), Place No. 4 (District 4), Place No. 6 (Mayor) and Place No. 8 to the City Council to hold office for a period of four 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.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(aa)	<p>To amend Ordinance No. 2013-2-8, ordering a Special Election to be held in conjunction with the General Election in and throughout the City of Plano, Texas, on Saturday, May 11, 2013, for the purpose of approving the legal sale of all alcoholic beverages for off-premise consumption only, by amending the lists of early voting and election day polling locations for Denton County residents; and providing a repealer clause, and an effective date.</p> <p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><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></b></p> <p><b><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></b></p>	
(1)	<p>Consideration of a Resolution supporting the Cotton Belt Project to include filing of legislation to form a special district; authorizing its execution by the City Manager; and providing an effective date.</p>	
(2)	<p>Consideration of a Resolution to accept and approve the "Downtown Plano Vision and Strategy Update" as a guide for the development of future policies and projects related to the continued revitalization of Downtown Plano and the DART Rail Corridor; and providing an effective date. Applicant: City of Plano</p>	
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2013-01 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 635 so as to allow the additional use of Trade/Commercial School on 0.4± acre of land located 380± feet south of Park Boulevard, 470± feet west of Preston Road, 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: Plano Market Street, LP</p>	
(4)	<p>Consideration to approve the purchase of the equipment replacement and upgrades to the PTN control room, in the amount of \$582,073 from Digital Resources, Inc., through an existing TIPS/TAPS (The Interlocal Purchasing System and Texas Arkansas Purchasing System) contract and authorizing the City Manager to execute all necessary documents. (TIPS/TAPS 101262)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(5)	<p>Consideration of a Resolution to call a Special Election to be held with the City on May 11, 2013, for the purpose of authorizing general obligation bonds and revoking certain prior voted bond authorization; making provisions for the conduct of the election and other provisions incident and related to the purpose of this Resolution; and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/2013		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
SPECIAL RECOGNITION: The Plano City Council would like to honor retiring Texas Legislator, The Honorable Senator Florence Shapiro.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
February 11, 2013**

**COUNCIL MEMBERS PRESENT**

Phil Dyer, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Pat Miner  
André Davidson  
Jim Duggan  
Patrick Gallagher  
Lee Dunlap

**STAFF PRESENT**

Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:01 p.m., Monday, February 11, 2013, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 and to 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 6:20 p.m.

**Consideration and action resulting from Executive Session discussion**

No items were brought forward.

**Nebraska Furniture Store Traffic Impact**

Tod Maurina, Assistant City Manager of Special Projects for The Colony spoke regarding the public/private partnership entered into with Nebraska Furniture Store to develop 435 acres in an area bordering the City of Plano. He advised that the project has been named "Grandscape" and will include multi-use development with retail, entertainment and light office. Mr. Maurina spoke to the city's ownership of the property and responsibility for construction and Nebraska Furniture Store's anchor including a 560,000 square-foot showroom with 2000 jobs. He spoke to the traffic impact, a 200-mile radius traffic study indicating stresses on Spring Creek Parkway and S.H. 121 and plans for intersection improvements. Mr. Maurina spoke regarding the formation of a committee with members of abutting Plano homeowners' associations to keep residents informed of the project's progress. He responded to the Council, that some ancillary uses may open prior to the two-story furniture store. Director of Public Works Cosgrove spoke to the cooperation between the cities and advised that Staff will continue to look at the impacts on traffic and Plano residents.

## **Update Regarding Median Left Turns**

Director of Public Works Cosgrove spoke to the original plans to convert three intersections to median left turns and completion of the Legacy Drive/Preston Road location. He spoke to potential improvements (additional pavement) for Plano Parkway/Preston Road and Spring Creek Parkway/Coit Road and the outcomes at Legacy Drive/Preston Road including increased traffic flow and reduced backup; but, stated that drivers have not accepted the concept with resulting undesired u-turns and increased violations. He advised that the City can move forward with median left turns at the two additional intersections, or construct the pavement improvements without implementing the left turn process. Mayor Dyer and Deputy Mayor Pro Tem Harris stated concerns regarding the Legacy Drive/Preston Road location and Mr. Cosgrove responded to the Council regarding differing accident rates reported by the Police versus Engineering Staff. He spoke to available funding for construction of additional lanes without conversion to median left-turn lanes to which the Council concurred.

## **Personnel**

### Community Relations Commission

Upon a motion made by Council Member Davidson and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to appoint Judy Drotman to an interim term on the commission.

### Self Sufficiency Committee

Upon a motion made Council Member Davidson and seconded by Council Member Duggan, the Council voted 8-0 to appoint Ethel Lean Jernigan to an interim term on the committee.

### 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 6:51 p.m.

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**Phil Dyer, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**February 11, 2013**

**COUNCIL MEMBERS PRESENT**

Phil Dyer, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Pat Miner  
André Davidson  
Jim Duggan  
Patrick Gallagher  
Lee Dunlap

**STAFF PRESENT**

Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, February 11, 2013, at 7:04 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Pastor Jack Schneider of St. Paul Lutheran Church led the invocation and Pack 283, Tiger Cub Den from Brinker Elementary led the Pledge of Allegiance.

Mayor Dyer recognized the Plano Public Library System's receipt of the 2012 Award of Excellence in Libraries.

**COMMENTS OF PUBLIC INTEREST**

Plano citizens Pat Lovelace and Kay Sparks stated concerns related to an adult business located at Independence Parkway and Parker Road. City Attorney Wetherbee spoke to Police Department inspection of the location which found it did not meet the definition of a sexually oriented business. She further advised that if it did in the future, it would need to meet licensing and distance requirements and spoke to confining citizen protests to public areas. Richard P. Sheridan, representing Concerned Dallas and Texas Parents, stated concerns regarding the Dallas County court system.

**CONSENT AGENDA**

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

**Approval of Minutes**

January 28, 2013 (Consent Agenda Item "A")

### **Approval of Expenditures**

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

**Bid No. 2013-74-B** for Shrub Replacement for Carpenter and Heritage Yards Park to C. Green Scaping, L.P. in the amount of \$56,860 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**RFQ No. 2012-300-C** for Institutional Trustee Services for the Section 115 Trust awarded to Wells Fargo Bank, N.A., for the term of one (1) year with three (3) City optional one-year renewal periods, in the estimated annual amount of \$29,680 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2013-33-C** for a one (1) year contract with four (4) City optional renewals for Athletic Field Mowing and Landscape Maintenance at Carpenter and Russell Creek Park for the Parks Department to Good Earth Corporation in the estimated annual amount of \$140,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

### **Approval of Change Order**

To J. R. Stelzer Company, reducing the contract amount by \$154,368 with Change Order No. 1 for Ridgeview Ground Storage Reservoirs. Original Bid No. 2012-334-B. (Consent Agenda Item “E”)

### **Adoption of Resolutions**

**Resolution No. 2013-2-1(R):** To approve the purchase of 4,581 square feet of land for Street Right of Way located at the northwest corner of Preston Road and Tennyson Parkway from Advanced Neuromodulation Systems, Inc., and authorizing the City Manager to execute any necessary documents; and providing an effective date. (Consent Agenda Item “F”)

**Resolution No. 2013-2-2(R):** To extend the time limits of an exclusive period for the negotiation of the terms and conditions of a Development Agreement by and between the City of Plano, Texas and Prescott Realty Group for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “G”)

**Resolution No. 2013-2-3(R):** To appoint Scott Seidel and William J. Roberts 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 “H”)

### **Adoption of Ordinances**

**Ordinance No. 2013-2-4:** To abandon all right, title and interest of the City, in and to that certain 0.211 and 0.079 acre Drainage Easements situated in the Shadrick Jackson Survey, Abstract No. 489, City of Allen, Collin County, Texas and being part of Lot 1, West Rowlett Creek Addition, an addition to the City of Allen, Texas, according to the plat recorded in Volume 2012, Pages 175 and 176, Clerk's File No. 12-0001170, Map Records of Collin County, Texas; same being Drainage Easements recorded in Clerk's File No. 93-0009112, Land Records of Collin County, Texas, quitclaiming all right, title and interest of the City in such easement to the abutting property owner, CUSTER 121, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item "I")

### **END OF CONSENT**

**Ordinance No. 2013-2-5:** To authorize the issuance of "City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2013"; levying a continuing direct annual ad valorem tax for the payment of said Bonds; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; and delegating matters relating to the sale and issuance of said Bonds to an authorized City official; and providing a severability clause and an effective date. (Regular Agenda Item "1")

David Medanich of First Southwest spoke to tax-exempt interest rates at historically low levels and the opportunity for the City to finance its planned \$24.8 million in general obligation bonds and refinance certain existing bonds to lower the debt service payments with an estimated total savings of \$4.6 million. He advised that setting parameters for maximum true interest costs and savings thresholds allows the City to avoid a bad day in the market. Mr. Medanich advised that the refunded bonds will not extend beyond their current expiration date.

Upon a motion made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to authorize the issuance of "City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2013" and further to adopt Ordinance No. 2013-2-5.

**Public Hearing** to provide the citizens and residents with the opportunity to review and provide comment on the projects for the proposed 2013 Bond Referendum. (Regular Agenda Item "2")

Mayor Dyer opened the Public Hearing. No one appeared to speak regarding the item. The Public hearing was closed.

**Discussion and Direction on the proposed 2013 Bond Referendum** (Regular Agenda Item “3”)

Director of Budget and Research Rhodes-Whitley spoke to Council making final decisions on items for the bond referendum on February 25, 2013 and reviewed the items: Street Improvement Projects (\$43.8 million); Parks Improvements (\$27 million) for recreational trails, Oak Point Park and Nature Preserve, Park Improvements, and Carpenter Park Renovations; Recreation Center Improvements (\$12.5 million) for Jack Carter Pool Renovation, High Point Tennis Center Renovation, and Liberty Recreation Center Expansion and Renovation; Community and Economic Development/Redevelopment (\$15 million); and revocation of the authority for a creative and performing arts center (\$14.1 million). Ms. Rhodes-Whitley advised that the new authority totals \$98.3 million at a cost of 2.81 cents and operating costs of .33 cents and spoke to the retirement of a number of tax notes bringing the total impact down to .66 cents or \$12.93 per year for the average homeowner including operations and maintenance. She further advised that the savings gained by refunding bonds (Regular Agenda Item No. 1) is not included in the estimates. The Council concurred in directing Staff to move forward with recommendations.

**Public Hearing and adoption of Ordinance No. 2013-2-6** as requested in Zoning Case 2012-57 to amend Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 634 so as to allow the additional use of Patio Homes on 15.4± acres of land located at the southeast corner of Jupiter Road and Chaparral Road, 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: Great North Investments, LLC (Regular Agenda Item “4”)

Director of Planning Jarrell advised that the request is in conformance with the Future Land Use Plan, water/sewer is available, but the applicant will need to verify sanitary sewer capacity. She advised Plano Independent School District has determined that there is not additional capacity at McCall, that emergency response times are acceptable, and the Planning and Zoning Commission recommended approval of the request as submitted.

Mayor Dyer opened the Public Hearing. Jim Douglass, Douglass Property, Inc., spoke to the target buyers as empty-nesters and young professionals who would have minimal impact on the elementary school and provided information on a layout for the homes. He advised that the area would join the existing Timber Brook Homeowners Association (HOA) and spoke to open space and the price range of homes. Lee Pierce, Vice President of Timber Brook Estates HOA spoke in support of the request. No one else spoke for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Dunlap and seconded by Council Member Gallagher, the Council voted 8-0 to amend Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 634 so as to allow the additional use of Patio Homes on 15.4± acres of land located at the southeast corner of Jupiter Road and Chaparral Road, in the City of Plano, Collin County, Texas, presently zoned Retail; as requested by Zoning Case 2012-57 and as recommended by the Planning and Zoning Commission; and further to adopt Ordinance No. 2013-2-6.

**Resolution No. 2013-2-7(R):** To accept and approve the City Secretary's certification of the number of qualified signatures on a petition to order a local option election to legalize the sale of all alcoholic beverages for off-premise consumption only; and providing an effective date. (Regular Agenda Item "5")

City Secretary Zucco spoke regarding the verification process.

Upon a motion made by Council Member Miner and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to accept and approve the City Secretary's certification of the number of qualified signatures on a petition to order a local option election to legalize the sale of all alcoholic beverages for off-premise consumption only; and further to adopt Resolution No. 2013-2-7(R).

**Ordinance No. 2013-2-8:** To order a Special Election to be held in conjunction with the General Election in and throughout the City of Plano, Texas on Saturday, May 11, 2013, for the purpose of approving the legal sale of all alcoholic beverages for off-premise consumption only; 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. (Regular Agenda Item "6")

Upon a motion made by Council Member Miner and seconded by Council Member Davidson, the Council voted 8-0 to order a Special Election to be held in conjunction with the General Election in and throughout the City of Plano, Texas on Saturday, May 11, 2013, for the purpose of approving the legal sale of all alcoholic beverages for off-premise consumption only; and further to adopt Ordinance No. 2013-2-8.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 7:52 p.m.

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**Phil Dyer, MAYOR**

ATTEST

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Diane Zucco, City Secretary



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	2/25/13
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

**CAPTION**

Bid Number 2013-88-B for Tennis Court Lighting Improvements to NEMA 3 Electrical Contractors, Inc. in the amount of \$369,255 and authorizing the City Manager or his designee to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2012-13</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	524,000	0	<b>524,000</b>
Encumbered/Expended Amount	0	-11,000	0	<b>-11,000</b>
This Item	0	-369,255	0	<b>-369,255</b>
BALANCE	0	143,745	0	<b>143,745</b>

**FUND(S):    PARK IMPROVEMENT CIP**

**COMMENTS:** Funds are included in the FY 2012-13 Park Improvement CIP. This item, in the amount of \$369,255, will leave a current year balance of \$143,745 for the PISD Tennis Court Lights projects.

**STRATEGIC PLAN GOAL:** Renovations and improvements at PISD facilities accessible to the public after school session hours relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Partnering for the Community Benefit.

**SUMMARY OF ITEM**

The bid from NEMA 3 Electrical Contractors, Inc. was the only bid received. NEMA 3 Electrical Contractors, Inc. specializes in sports facility lighting. They have frequently been the low bidder on sports field lighting projects for the City of Plano. In 2010 the City bid identical tennis court lighting for Plano Senior High School. NEMA 3 Electrical Contractors, Inc. was the low bidder out of eight bidders who submitted bids for that project. In 2011 the City bid very similar tennis court lighting for High Point Tennis Center. NEMA 3 Electrical Contractors, Inc. was the low bidder out of two bidders who submitted bids for that project. Staff and the consultant do not believe that re-bidding the current project will significantly change the results of the bid. The bid received from NEMA 3 Electrical Contractors, Inc. in the amount of \$369,255 is very close to the consultant's estimate of \$363,000.

Therefore, staff recommends that the bid received from NEMA 3 Electrical Contractors, Inc. in the amount of \$369,255 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary



## CITY OF PLANO COUNCIL AGENDA ITEM

contract documents.

The bid is for the installation of modern and efficient tennis court lights and corrosion free concrete poles at Plano West Senior High School and Plano East Senior High School. The project includes lighting all eight courts at each school for a total of 16 courts. The project also includes demolition of obsolete and inefficient tennis court lighting at Bowman Middle School, Carpenter Middle School, Vines High School, Wilson Middle School and Williams High School. The lights at these schools are over 30 years old and are no longer in working condition.

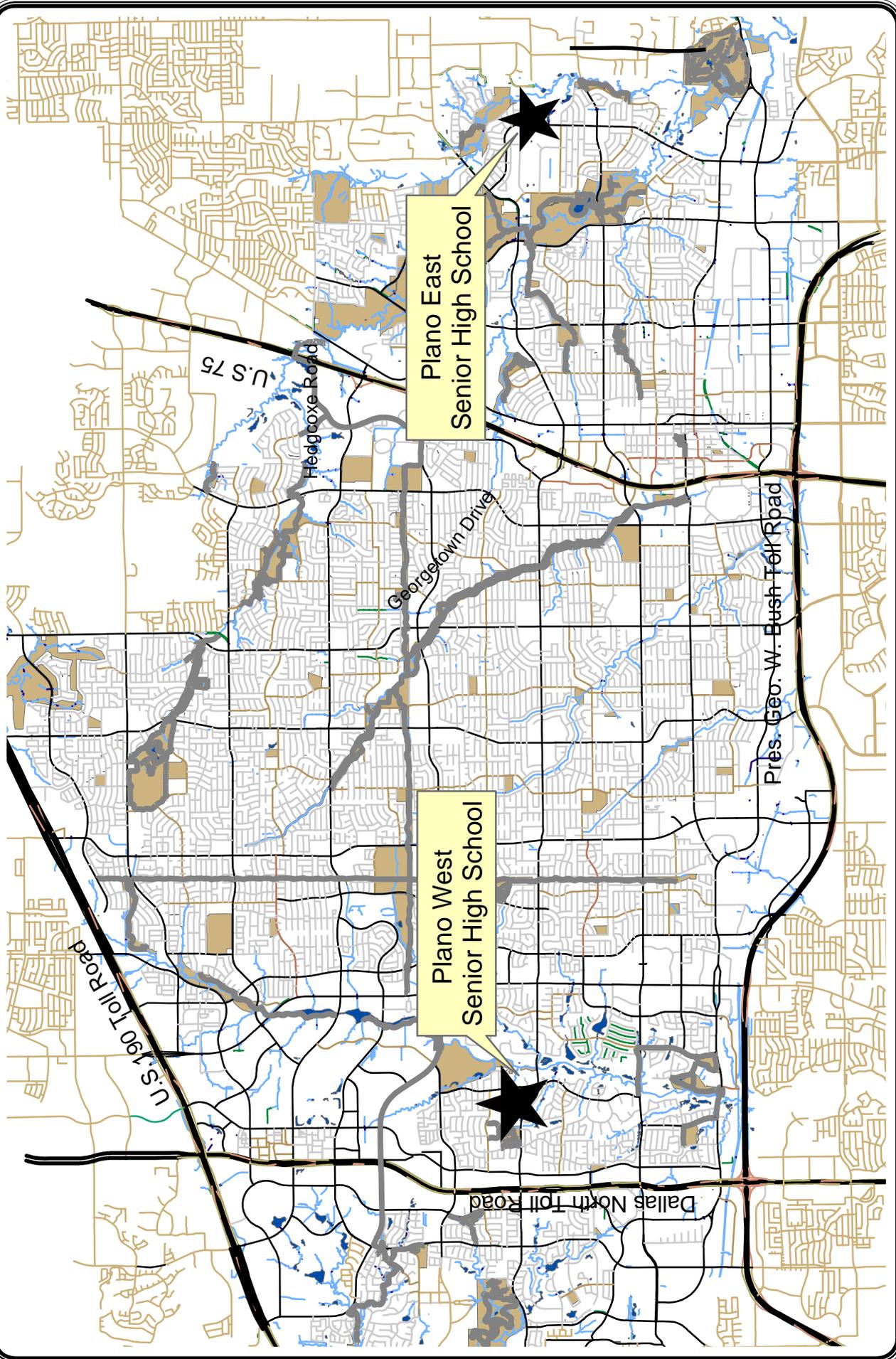
The courts Plano East and Plano West Senior High Schools were constructed by PISD for school use. Adding lighting to these courts facilitates use of the courts by the public after school hours. This allows the City to avoid duplicating the construction and maintenance cost of building additional tennis courts throughout the city. Combined with the existing eight lighted tennis courts at Plano Senior High School there will be 24 lighted tennis courts available to the public outside of school hours in three locations evenly distributed within the City.

List of Supporting Documents:

Location Map

Bid Recap

Other Departments, Boards, Commissions or Agencies



# Tennis Court Lighting Improvements



Parks & Recreation Department  
Park Planning

**CITY OF PLANO**

**BID NO. 2013-88-B**

**Tennis Court Lighting Improvements- Project No 5901**

**BID RECAP**

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**Bid opening Date/Time:** January 18, 2013 @ 2:00 pm

**Number of Vendors Notified:** 4347

**Vendors Submitting "No Bids":** 0

**Bids Evaluated Non-Responsive to Specifications:** 1

**Number of Bids Submitted Responsive to Bid:** 1

NEMA 3 Electrical Contractors, Inc \$ 369,254.84

**Recommended Vendors:**

NEMA 3 Electrical Contractors, Inc \$ 369,254.84

*Nicole Griffin*

*January 18, 2013*

\_\_\_\_\_  
Nicole Griffin  
Buyer II

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	2/25/13
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

**CAPTION**

Bid Number 2013-118-B for Frank Beverly Park Renovation to Schmoltdt Construction, Inc. in the amount of \$854,508 and authorizing the City Manager or his designee to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE       OPERATING EXPENSE       REVENUE       CIP

FISCAL YEAR: <b>2012-13</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	132,720	2,242,138	100,000	<b>2,474,858</b>
Encumbered/Expended Amount	-132,720	-113,413	0	<b>-246,133</b>
This Item	0	-854,508	0	<b>-854,508</b>
BALANCE	0	1,274,217	100,000	<b>1,374,217</b>

**FUND(S):      PARK IMPROVEMENT CIP AND CAPITAL RESERVE FUND**

**COMMENTS:** Funds are included in the FY 2012-13 Park Improvement CIP and Capital Reserve Fund. This item, in the amount of \$854,508, will leave a current year balance of \$1,274,217 for the Park Improvements, 09 Park Improvements and Capital Reserve Neighborhood Park Renovations projects.

**STRATEGIC PLAN GOAL:** Renovations and improvements at Frank Beverly Park relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.

**SUMMARY OF ITEM**

Staff recommends that the bid received from Schmoltdt Construction, Inc. in the amount of \$854,508 be accepted as the lowest responsible bid conditioned upon timely execution of all necessary contract documents.

The bid includes new off-street parking to relieve traffic congestion on adjacent streets, new concrete trail, decorative paving at the park entrance, drainage improvements, benches, new irrigation system, and additional tree plantings. The existing shade shelter and multi-use court will remain. Plans for the park were developed through several meetings with adjacent residents.

In the event Schmoltdt Construction, Inc. fails to execute contract documents, staff recommends that a contract be awarded to North Rock Construction, LLC in the amount of \$927,224.



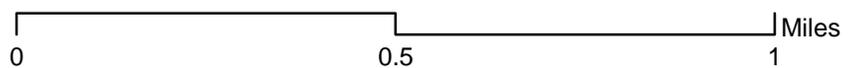
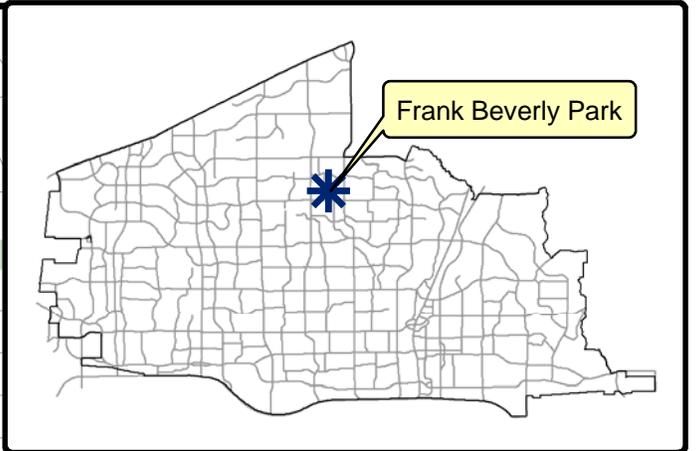
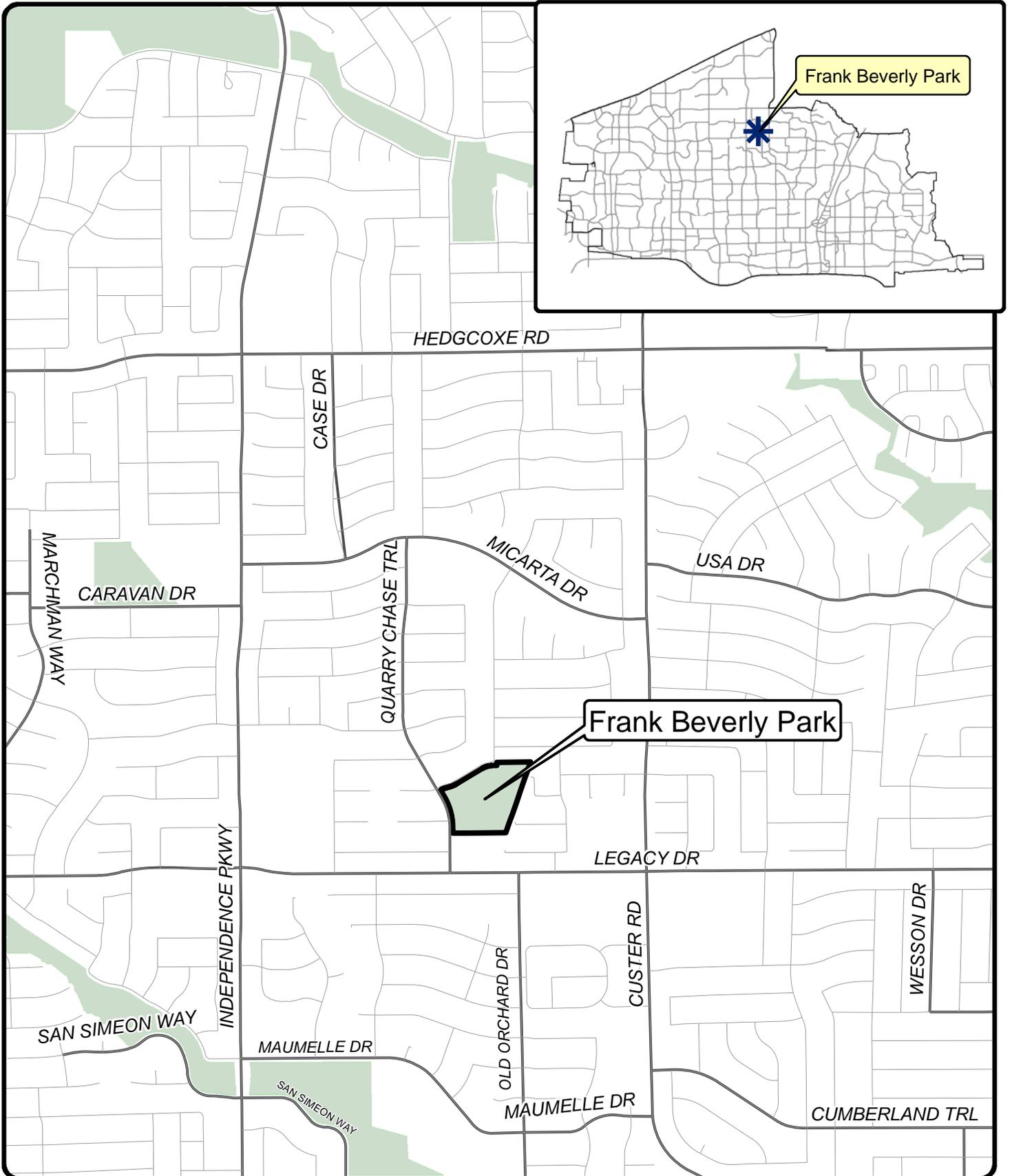
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

List of Supporting Documents: Location Map Bid Recap	Other Departments, Boards, Commissions or Agencies



# Location Map

## Frank Beverly Park Improvements



**CITY OF PLANO**  
**BID NO. 2013-118-B**  
**Frank Beverly Park Renovation- Project No 6044**  
**BID RECAP**

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**Bid opening Date/Time:** February 4, 2013 @ 2:00 pm

**Vendors Submitting "No Bids":** 0

**Bids Evaluated Non-Responsive to Specifications:** 1

**Number of Bids Submitted Responsive to Bid:** 5

<b>VENDORS:</b>	<b>BASE BID TOTAL WITH ALTERNATES</b>
Schmoldt Construction, Inc	\$854,507.89
North Rock Construction, LLC	\$927,224.08
HQS Construction	\$970,408.79
J.C. Commercial, Inc.	\$1,019,379.26
C. Green Scaping, LP	\$1,028,404.90

**Recommended Vendor:**

<b>Schmoldt Construction, Inc</b>	<b>\$854,507.89</b>
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*Nicole Griffin*

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Nicole Griffin  
Buyer II

*February 11, 2013*

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Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2/25/2013			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): <b>Perry Neeley, Ext. 7376</b>					
<b>CAPTION</b>					
Bid No. 2013-107-C for a one (1) year contract with three (3) City optional renewals to purchase Tire Re-Capping Services for Inventory Control & Asset Disposal (ICAD) from Southern Tire Mart in an estimated annual amount of \$60,470 and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-13 thru 2016</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget			2,109,145	181,410	<b>2,290,555</b>
Encumbered/Expended Amount		0	-696,371	0	<b>-696,371</b>
This Item		0	-60,470	-181,410	<b>-241,880</b>
BALANCE		0	1,352,304	0	<b>1,352,304</b>
<b>FUND(S):     WAREHOUSE</b>					
<p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in the Inventory Stock Department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2012-13 is \$60,470. The estimated future annual amount is \$181,410, which will be made within approved budget appropriations. Remaining balance will be used for other Inventory purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing Tire Re-Capping Services for Warehouse Inventory relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Staff recommends the approval of a one (1) year contract with three (3) city optional renewals to purchase Tire Re-Capping Services for Inventory Control & Asset Disposal (ICAD) from Southern Tire Mart in a total estimated annual amount of \$60,469.50.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Award Memo					
Bid Recap					



**Date:** January 28, 2013  
**To:** Perry Neeley, Purchasing Buyer  
**From:** Josh Mathewes, ICAD Supervisor  
**Subject:** Award of Bid 2013-107-C Tire Re-Capping Services

It is the recommendation of the Inventory Control & Asset Disposal (ICAD) Department to award this contract to a single vendor for all line items. There are two locations involved in the drop-off and pick-up of tire re-capping services; pick-up at Fleet Services Department at 4200 W. Plano Parkway and drop-off at Municipal Warehouse at 4100 W. Plano Parkway. In view of this fact, it is in the best interest of the City, for operational efficiency, to award to a single vendor.

Wingfoot Commercial Tire was found to be the lowest overall bidder but failed to meet specifications on line items 1 and 3. The tread specifications for line 1 were 26/32's and Wingfoot provided a sample of tread that was 18/32's of tread depth. The tread depth specifications for line 3 were 26/32's and Wingfoot provided a sample of tread that was 24/32's of tread depth. To award a lesser tread depth would equate to less miles of wear before the tires will need to be re-tread again and would increase costs.

A to Z Tire & Battery, Inc. also provided bids for tire re-capping services but failed to meet specifications on line items 1 and 3 on both bid packets that they provided.

Southern Tire Mart was found to be the next lowest overall and the only responsive bidder meeting all specifications.

It is the recommendation of both the Inventory Control & Asset Disposal (ICAD) Department based on inventory requirements and the Fleet Services Department based on specifications to award Contract 2013-107-C entirely as follows:

Southern Tire Mart  
Total Estimated Amount: \$60,469.50

Failure to approve this contract would result in higher purchasing costs, possible limited availability or no availability, possible non-uniformity of brands and increased down time of City of Plano Fleet vehicles.

The specifics of this bid are on file in the Purchasing Division.

Feel free to contact me if you have any questions at extension 4283.

Josh Mathewes  
Inventory Control & Asset Disposal Supervisor

**CITY OF PLANO**

**BID NO. 2013-107-C  
Tire Re-Capping Service  
BID RECAP**

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**Bid opening Date/Time:** January 15, 2013 @ 2:00 PM (CDT)

**Number of Vendors Notified:** 423

**Vendors Submitting "No Bids":** 0

**Number of Bids Submitted Non-Responsive to Bid:** 3

**Number of Bids Submitted Responsive to Bid:** 1

Southern Tire Mart

Total Offer: \$60,469.50

**Recommended Vendor:**

**Southern Tire Mart**

Items: 1, 2, 3, 4, 5, 6

**Line Item Estimated Amount: \$60,469.50**

**Perry Neeley**

**February 8, 2013**

\_\_\_\_\_  
**Buyer**

\_\_\_\_\_  
**Date**



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2-25-2013			
Department:		Risk Management			
Department Head		Jim Parrish			
Agenda Coordinator (include phone #): <b>Nancy Corwin X7137</b>					
<b>CAPTION</b>					
RFP No. 2012-210-C for two (2) years with five (5) City optional one year renewals for Occupational Health Provider Services for multiple departments to Occupational Health Centers of the SWPA, dba Concentra Medical Centers, in the estimated annual amount of \$166,870 and authorizing the City Manager or his authorized designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-13 thru 2018-19</b>	Prior Year (CIP Only)	Current Year	Future Years	<b>TOTALS</b>
Budget		0	166,870	1,001,220	<b>1,168,090</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-166,870	-1,001,220	<b>-1,168,090</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    GENERAL, WIRELINE FEES FUND, HEALTH CLAIMS FUND</b>					
<p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in multiple City Departments in various funds based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2012-13 is \$166,870. The estimated future amount, if all renewal years are exercised is \$1,001,220, which will be made within approved budget appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing Multiple City Departments with Occupational Health Provider Services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Staff recommends establishing an annual contract with initial term two (2) years with five (5) City optional one year renewals for 2012-210-C RFP for Occupational Health Provider Services to Occupational Health Centers of the SWPA, dba Concentra Medical Centers in the estimated annual amount of \$166,870 to be utilized by Risk Management, Fire, Human Resources, Police, Animal Services and Public Safety Communication, and conditioned upon timely execution of any necessary contract documents.					
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies		



## *Memorandum*

Date: January 4, 2013

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: Darrell Edwards, Risk Manager

CC: Jim Parrish, Director of Human Resources  
Jim Miller, Risk Program Manager

Subject: Recommendation for Occupational Health Provider Services/2012-210-C

The committee assigned to evaluate vendor responses for the City of Plano Request for Proposal 2012-210-C, Occupational Health Provider Services, is recommending the City enter into a contract with Concentra.

After reviewing all submitted proposals, and having the option to break out the services and award them to multiple vendors, the committee has reached a unanimous decision that Concentra has satisfactorily met the requirements as detailed in the RFP specifications. Their proposal has been deemed to be the most advantageous for the City, and provides us with the best overall value.

The estimated expenditure based on departments' budget projections for these services will be \$166,870 for the first year, with one additional year which is estimated to be \$166,870 and five optional renewal years which are also estimated to be \$166,870 each year. Assuming all optional years are exercised, the anticipated expenditure for this contract will be approximately \$166,870 for the first year with all remaining years combined to be \$1,001,220.

The annual amounts are estimates, as this contract will be utilized across multiple City departments, and actual costs will be determined based on services used. This contract will allow us to employ a cafeteria style plan for pricing and services.

The primary services that will be utilized under this contract will be physical examinations, immunizations and inoculations, and drug and alcohol testing. This is a cafeteria-style plan where unit price prevails and estimated utilization by departments determines estimated yearly expenditures.

Failure to enter into this contract would result in all City departments who need these services to be required to select their own vendors and negotiate their own terms, which eliminates the economy of scale efficiency that one contract affords the organization.

**Recap**

**CITY OF PLANO**

**RFP NO. 2012-210-C  
FOR OCCUPATIONAL HEALTH PROVIDER SERVICES**

**RFP RECAP**

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**RFP opening Date/Time:** August 9, 2012 @ 3:30 PM

**Number of Vendors Notified:** 2285

**Vendors Submitting "No Bids":** 0

**Number of Proposals Considered:** 4

**Physical Exams**

Occupational Health Centers of the SWPA, dba Concentra Medical Centers	\$2,615
CareNow	\$3,229

**Immunization, Vaccinations & Testing**

CareNow	\$2,559
Occupational Health Centers of the SWPA, dba Concentra Medical Centers	\$3,290
HCA Medical Center of Plano	\$3,902.50

**Drug and Alcohol Testing**

CareNow	\$622
DSI	\$634
Occupational Health Centers of the SWPA, dba Concentra Medical Centers	\$680

**Proposals Received - Not Considered:** 0

**Recommended Vendor(s):**

Occupational Health Centers of the SWPA, dba Concentra Medical Centers	\$6,585
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*Nancy Corwin*

August 9, 2012

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Nancy Corwin, Senior Buyer



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/25/13		
Department:		Facilities		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
To approve the purchase of carpet replacement at the Parr Library in the amount of \$129,776 from Shaw Contract Flooring Services, Inc. d/b/a Spectra Contract Flooring through an existing contract and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 391-12)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	3,412	185,588	40,000	<b>229,000</b>
Encumbered/Expended Amount	-3,412	-7,480	0	<b>-10,892</b>
This Item	0	-129,776	0	<b>-129,776</b>
BALANCE	0	48,332	40,000	<b>88,332</b>
<b>FUND(s):    CAPITAL RESERVE</b>				
<b>COMMENTS:</b> Funds are included in the FY 2012-13 Capital Reserve Fund. This item, in the amount of \$129,776, will leave a current year balance of \$48,332 for the Parr Library - Bldg. 97 project.				
STRATEGIC PLAN GOAL: Carpet replacement at the Parr Library building relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of carpet replacement for the Parr Library in the amount of \$129,776 from Shaw Contract Flooring Services, Inc. d/b/a Spectra Contract Flooring through an existing contract/agreement with BuyBoard. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 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. (BuyBoard Contract No. 391-12/City of Plano Internal Contract No. 2013-084-O)				
List of Supporting Documents: Award Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



TO: Michael Parrish, Buyer II

FROM: Richard Medlen  
Facilities Maintenance Superintendent

DATE: January 29, 2013

SUBJECT: **Plano Parr Library Carpet Replacement, Bid #2013-084-O**

I have reviewed the bids submitted for the carpet replacement at Parr Library. I recommend award to the apparent lowest responsible bid provided by Shaw Contract Flooring Services, Inc. d/b/a/ Spectra Contract Flooring in the amount of \$129,776. Additional bids were received from Gomez Floor Covering, Inc. for \$134,353 and Vector Concepts for \$137,264.25. The bid submitted by One Source Commercial Flooring, Inc. is deemed nonresponsive due to exceptions listed in our Terms and Conditions.

The carpet is at the end of its expected life and has deteriorated such that replacement is needed in order to maintain its appearance to the public. The funding for the projected is budgeted for in the Capital Reserve Fund Account, 54483 Parr Library.

Please let me know if you have any questions.

Thanks

/liw

C: Earl Whitaker  
Jim Razinha  
Cathy Ziegler  
April Hill  
Janette Weedon  
Melody Morgan

# CITY OF PLANO

## BID NO. 2013-084-O PLANO PARR LIBRARY CARPET REPLACEMENT BID RECAP

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**Bid opening Date/Time:** January 25, 2013 @ 2:00 PM

**Number of Vendors Notified:** 7

**Vendors Submitting "No Bids":** 0

**Bids Evaluated as Non-Responsive to Specifications:** 1

**Number of Bids Submitted Responsive to Bid:** 3

Shaw Contract Flooring Services, Inc.  
d/b/a Spectra Contract Flooring \$129,776.00

Gomez Floor Covering, Inc. \$134,353.00

Vector Concepts \$137,264.25

**Recommended Vendor:**

Shaw Contract Flooring Services, Inc.  
d/b/a Spectra Contract Flooring \$129,776

*Michael Parrish*

February 7, 2013

\_\_\_\_\_  
Michael Parrish, Buyer II

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/13		
Department:		Facilities		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Michael Parrish x7554</b>				
<b>CAPTION</b>				
To approve the purchase of carpet replacement at the Police Building and the Municipal Center in the amount of \$272,572 from Gomez Floor Covering, Inc. through an existing contract and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 391-12)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	512,114	883,886	780,000	<b>2,176,000</b>
Encumbered/Expended Amount	-512,114	-274,355	0	<b>-786,469</b>
This Item	0	-272,572	0	<b>-272,572</b>
BALANCE	0	336,959	780,000	<b>1,116,959</b>
<b>FUND(s):    CAPITAL RESERVE</b>				
<b>COMMENTS:</b> Funds are included in the FY 2012-13 Capital Reserve Fund. This item, in the amount of \$272,572, will leave a current year combined balance of \$336,960 for the Municipal Center - Bldg 71 and Police Central - Bldg. 05 projects.				
<b>STRATEGIC PLAN GOAL:</b> Carpet replacement at the Municipal Center and Police Building relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of carpet replacement for the Police Building and the Municipal Center in the amount of \$272,572 from Gomez Floor Covering, Inc. through an existing contract/agreement with BuyBoard. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 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. (BuyBoard Contract No. 391-12/City of Plano Internal Contract No. 2013-083-O)				
List of Supporting Documents: Award Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



TO: Michael Parrish, Buyer II

FROM: Richard Medlen  
Facilities Maintenance Superintendent

DATE: January 29, 2013

SUBJECT: **Police Building and Municipal Center Carpet Replacement  
Bid #2013-083-O**

I have reviewed the bids submitted for the carpet replacement at the Police Building and Municipal Center. I recommend award to the apparent lowest responsible bidder provided by Gomez Floor Covering, Inc. in the amount of \$103,297 for the Police Building and \$169,275 for the Municipal Center for a total bid of \$272,572. Additional bids were received from Shaw Contract Flooring Services Inc. d/b/a Spectra Contract Flooring for a total of \$267,089.18 and Vector Concepts for a total of \$388,468.85. The bid submitted by One Source Commercial Flooring, Inc. is nonresponsive due to exceptions listed to our Terms and Conditions. They also listed additional cost for payment and Performance Bonds and they only bid on the Police Building.

The carpet at both buildings is at the end of their expected life and has deteriorated such that their replacement is needed in order to maintain their appearance to the users and public. The carpet being replaced in the Municipal Center is in the City Manager's Suite, Mayor's Office, Health Department, Planning and Engineering Suite, Training Rooms A and B, Conference Rooms on the second floor and Public Safety Communications Offices. The funding for each project is provided for in each Capital Reserve Building Account, 54458 Police and 54424 Municipal Center.

Please let me know if you have any questions.

Thanks

/liw

C: Earl Whitaker  
Jim Razinha  
Glen Brashear  
Janette Weedon  
Melody Morgan

# CITY OF PLANO

## BID NO. 2013-083-O POLICE BUILDING AND MUNICIPAL CENTER CARPET REPLACEMENT BID RECAP

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**Bid opening Date/Time:** January 22, 2013 @ 2:00 PM

**Number of Vendors Notified:** 7

**Vendors Submitting "No Bids":** 0

**Bids Evaluated as Non-Responsive to Specifications:** 1

**Number of Bids Submitted Responsive to Bid:** 3

Gomez Floor Covering, Inc. \$272,572.00

Shaw Contract Flooring Services, Inc.  
d/b/a Spectra Contract Flooring \$367,089.18

Vector Concepts \$388,468.85

**Recommended Vendor:**

Gomez Floor Covering, Inc. \$272,572.00

*Michael Parrish*

February 7, 2013

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Michael Parrish, Buyer II

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Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/13		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Earl Whitaker x7074</b>				
<b>CAPTION</b>				
To approve the purchase of one (1) Arrow Master Model 1350T Mobile Hydraulic Hammer from Hi-Way Equipment Co., in the amount of \$101,944 for the Fleet Department to be utilized by Public Works, through an existing contract/agreement with HGAC, and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. EM06-11)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	101,944	0	<b>101,944</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-101,944	0	<b>-101,944</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>EQUIPMENT REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> This item was not included in the FY 2012-13 Adopted Budget. However, there is available funding within the Equipment Replacement Fund balance to cover the cost, in the amount of \$101,944, for the purchase of one (1) Arrow-Master #1350T Mobile Hydraulic Hammer.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing one (1) Arrow-Master Mobile Hydraulic Hammer to be used by Public Works for the demolition of roads in need of repair relates to the City's Goal of a Safe Large City and a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of one (1) Arrow Master Model 1350T Mobile Hydraulic Hammer from Hi-Way Equipment Co., in the amount of \$101,944 for the Fleet Department to be utilized by Public Works, through an existing contract/agreement with HGAC. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 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. (HGAC Contract No.EM06-11 / City of Plano Internal Contract No. 2013-145-O)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				



## MEMORANDUM

Date: February 7, 2013  
To: Bruce D. Glasscock, City Manager  
From: Reid Choate, Fleet Manager  
Subject: Mobile Hydraulic Hammer Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Arrow-Master model 1350T, Mobile Hydraulic Hammer from Hi-Way Equipment Co., through the HGAC contract #EM06-11 in the amount of \$101,944.00.

Due to unforeseen damage and the need for major repairs to existing portable hammers, Fleet Services and Public works are recommending this unit be purchased using ERF funds, available for the replacement of unit 15310, 61005, 06576, 06577, 98018, 06279 and 06730.

Currently, Public works utilizes smaller Drop Hammers for the demolition of roads in need of repairs. These units are in need of major repairs. Parts and service is no longer available due to the manufacturer going out of business. Public Works replaces more than 500 yards of concrete for the repairs of City streets and infrastructure per month. This Mobile Hammer is needed for the department to perform these repairs.

If this equipment is not purchased the Public Works department will be greatly limited in their ability to perform their duties of maintaining the City' infrastructure.

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/2013		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
To approve the purchase of Hewlett-Packard Server Hardware and Software maintenance in the amount of \$67,458 from Hewlett-Packard Company through an existing Department of Information Resources contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1364)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	3,186,621	0
Encumbered/Expended Amount		0	-2,168,254	0
This Item		0	-67,458	0
BALANCE		0	950,909	0
<b>FUND(s):    TECHNOLOGY SERVICES FUND</b>				
<p><b>COMMENTS:</b> Funds are included in the 2012-13 Technology Services budget for annual maintenance on the Hewlett-Packard servers and software. The remaining balance will be used throughout the year for other maintenance agreements.</p> <p><b>STRATEGIC PLAN GOAL:</b> Maintenance and support services relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Technology Services staff recommends approval of the purchase of Hewlett-Packard Hardware and Software maintenance in the amount of \$67,458 from Hewlett-Packard Company utilizing their Department of Information Resources contract. This maintenance provides 7x24x4 response time and provides hardware and firmware support for the HP servers and associated hardware. If we were not able to provide maintenance and support for the existing HP servers and associated hardware, then Technology Services would not be able to ensure the continuity of service to all City departments. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-1364)</p>				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	

# Memo

Date: 2/6/2013

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: David Stephens, Director Technology Services

RE: Purchase of HP maintenance for servers, associated hardware and software

Technology Services proposes purchasing support for hardware, associated equipment maintenance for its HP servers and storage arrays and software from Hewlett-Packard Company. This extended maintenance will allow Technology Services to provide support to critical equipment servicing virtually every department in the City of Plano. This maintenance is a 7x24x4 response time and provides hardware and firmware support for HP servers and associated storage arrays.

Technology Services desires to use HP direct support rather than using a 3<sup>rd</sup> party provider to ensure continuity of support and decrease any service disruptions in the event that a provider cannot provide support on a mission critical piece of hardware.

This purchase would be through an existing contract with the State of Texas Department of Information Resources. The contract number is DIR-SDD-1364. The purchase amount will be \$67,457.88 and will include maintenance and support for one year on a 7x24x4 basis for all HP servers and storage arrays that require extended support.

If we are not able to provide extended maintenance support for existing HP servers and storage arrays then Technology Services would not be able to ensure the continuity of service to all City departments.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2/25/2013			
Department:		Technology Services			
Department Head		David Stephens			
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>					
<b>CAPTION</b>					
To approve the purchase of Infoblox Network Hardware, Installation and Maintenance for 1 year with 3 City optional one year renewals, in the amount of \$184,055 from Future Com. LTD. through an existing Department of Information Resources contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1887).					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-13, 2013-14, 2014-15, 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	184,055	90,000	<b>274,055</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-184,055	-90,000	<b>-274,055</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    TECHNOLOGY SERVICES FUND AND TECHNOLOGY FUND</b>					
<p><b>COMMENTS:</b> Funds are available in the 2012-13 Technology Fund Projects Budget for the purchase, installation and maintenance of networking equipment to replace legacy and non-compliant equipment and provide core networking functionality. The estimated maintenance agreement for future years is \$30,000 annually and will be based on need within budget appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Purchasing networking equipment and maintenance agreements relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Technology Services staff recommends the purchase of Infoblox Network Hardware, Installation and Maintenance utilizing their Department of Information Resources contract, in the amount of \$184,055 for the hardware, installation and 1<sup>st</sup> year of maintenance, with 3 City optional one year renewals for maintenance in the estimated annual amount of \$30,000. This equipment will replace non-compliant networking equipment and aid in the data center migration by reducing the potential for human error. If we are unable to procure the solution, we risk non-compliance with federal mandates. The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-1887)</p>					



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

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

# Memo

Date: 2/1/2013

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: David Stephens, Director Technology Services

RE: Infoblox Networking Equipment Purchases

Technology Services proposes purchasing Infoblox networking equipment to replace some legacy and non-compliant equipment. In the past Technology Services has relied upon solutions from Microsoft and Oracle (through the acquisition of Sun Microsystems) to provide core networking functionality. The demand for these services, such as Dynamic Host Configuration Protocol (DHCP) and domain name services (DNS), as well as maintaining a complex Internet Protocol (IP) address scheme has exceeded the limitations of the existing solutions. Collectively these services are referred to as DDI.

By standardizing on Infoblox as our fully integrated DDI management platform we will be able to address some looming compliance issues such as:

- IPv6 compliance and support that is required for all .gov domains
- Our Oracle DNS solution is no longer supported
- Our current DHCP solution does not provide sufficient redundancy in the event of a hardware failure
- This new integrated platform will aid in the migration of our data center and reduce the potential for human error as equipment is moved.

Standardization on Infoblox means that we will use the Infoblox Trinziq appliances and associated software as the sole means to manage the DDI services listed above.

Technology Services has been monitoring the marketplace and analyst reviews of DDI solutions for the past few years. Industry experts at Gartner Research and Forrester have identified Infoblox and BlueCat as the leading providers of integrated DDI platforms. Further research shows Infoblox as the leader in this area and is more cost effective.

Technology Services desires to standardize on an Infoblox DDI solution moving forward. We have evaluated several existing cooperative agreement contracts that list authorized Infoblox resellers and have obtained multiple quotes. We recommend purchasing a comprehensive Infoblox DDI solution from Future Com, Ltd. via a State of Texas Department of Information Resource contract DIR-SDD-

1887 in the amount of \$184,054.63. We also recommend having this as a one year contract for the initial purchase of the hardware, installation and maintenance and three years of City renewal maintenance.

If Technology Services were not able to procure this integrated DDI platform we would have to continue seeking isolated solutions with the time constraint of meeting federal mandates for IPv6 compliance deadlines and using equipment that is providing essential Internet services for the City of Plano that is supported.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/2013		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
To approve the purchase of replacement Cisco switch hardware and maintenance for the Technology Services Data Center, in the amount of \$652,919 from INX, LLC a Presidio Company through an existing Department of Information Resources (DIR) contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1386)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	1,100,000	0	<b>1,100,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-652,919	0	<b>-652,919</b>
<b>BALANCE</b>	0	447,081	0	<b>447,081</b>
<b>FUND(s):     TECHNOLOGY FUND</b>				
<p><b>COMMENTS:</b> Funds are available in the 2012-13 Technology Fund Project budgets for the replacement purchase of the Cisco Switches that support the core networking functions in the Technology Services Data Center. The remaining funds will be used for other Technology Fund Projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Replacing core infrastructure equipment to support the planned migration to the new data center ensures that services will not be disrupted during the migration and relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Technology Services staff recommends approval of the purchase of replacement Cisco switch hardware and maintenance in the amount of \$652,919 from INX, LLC a Presidio Company utilizing their Department of Information Resources contract. These switches provide the backbone and support the core networking functions of the entire City of Plano from the data center to all of the remote locations. If we were not able to replace the existing core infrastructure equipment, Technology Services would not be able to complete the planned migration to our new data center and ensure services would not be disrupted during that migration. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-1386)</p>				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	

# Memo

Date: 2/4/2013

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: David Stephens, Director Technology Services

RE: Technology Services' Data Center Cisco Switch Replacement Purchases

Technology Services proposes purchasing Cisco switch hardware and maintenance to replace equipment that is currently supporting the core networking functions in the Technology Services' data center. This core network infrastructure provides the backbone for all networking functions to support the entire City of Plano data center and all of the remote locations. With the upcoming renovation of the TS data center it was time to re-evaluate the long term functionality of the existing network switching equipment and plan for future needs. This purchase is also in conjunction with our planned four year replacement cycle for networking equipment.

This purchase would be through an existing contract with the State of Texas Department of Information Resources. The contract number is DIR-SDD-1386. The supplier for these switches and maintenance is INX, LLC a Presidio company. The purchase amount will be \$652,919.03 and will include maintenance and support for three years on a 7x24x4 basis for the core infrastructure equipment. Additional quotes were received from multiple vendors on cooperative purchasing agreements ranging from \$655,166.47 to \$791,240.89.

If we are not able to replace the existing core infrastructure equipment, Technology Services would not be able to complete the planned migration to our new data center and ensure services would not be disrupted during that migration.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/13		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 6154.1	
<b>CAPTION</b>				
To approve a Professional Services Agreement by and between the City of Plano and Binkley & Barfield – C&P, Inc., in the amount of \$129,280 for the Bridge Repairs Phase 2 Project No. 6154.1 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	96,560	1,283,440	1,060,000	<b>2,440,000</b>
Encumbered/Expended Amount	-96,560	-981,637	0	<b>-1,078,197</b>
This Item	0	-129,280	0	<b>-129,280</b>
BALANCE	0	172,523	1,060,000	<b>1,232,523</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$129,280, will leave a current year balance of \$172,523 for the Bridge Inspection/Repair project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Bridge repairs at various locations throughout the City relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
This agreement is for engineering design services for the Bridge Repair Phase 2 project which will provide various repair items at 21 bridge locations as shown on the attached location map.				
The project will include repair of cracked wingwalls and backwalls, spalled decking, approach slab repair, scour at rip rap and columns, damaged/corroded railings, and other miscellaneous repairs.				
The contract fee is \$129,280.00 and is detailed as follows:				
<b>WORK STAGE SUBMITTAL OR COMPLETION</b>			<b>FEE AMOUNT</b>	
<b>BASIC SERVICES</b>				
A. Investigation and Preliminary Design			\$	49,500.00
B. Pre-Final Design			\$	39,000.00
C. Final Design			\$	12,500.00
D. Bid Phase Services			\$	3,000.00
E. Construction Administration			\$	5,000.00
<b>BASIC SERVICES FEE SUBTOTAL</b>			<b>\$</b>	<b>109,000.00</b>



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>SPECIAL SERVICES</b>	
F. Construction Inspection (32 @ \$540 ea.)	\$ 17,280.00
<b>SPECIAL SERVICES FEE SUBTOTAL</b>	<b>\$ 17,280.00</b>
<b>REIMBURSIBLE EXPENSES</b>	<b>\$ 3,000.00</b>
<b>REIMBURSIBLE EXPENSES SUBTOTAL</b>	<b>\$ 3,000.00</b>
<b>TOTAL FEE</b>	<b>\$ 129,280.00</b>
List of Supporting Documents: Location Map; Professional Services Agreement	Other Departments, Boards, Commissions or Agencies N/A



**BRIDGE REPAIRS PHASE 2**

**PROJECT NO. 6154.1**

**ENGINEERING SERVICES AGREEMENT**

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

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **BRIDGE REPAIRS PHASE 2** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

### **III. Schedule of Work**

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

### **IV. Compensation and Method of Payment**

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

### **V. Information to be Provided by the City**

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

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

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

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

#### **VIII. Independent Contractor**

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

### **IX. Assignment and Subletting**

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

### **X. Audits and Records/Prohibited Interest**

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

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

### **XI. Contract Termination**

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

### **XII. Engineer's Opinion of Probable Construction Costs**

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

### **XIII. Ownership of Documents**

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

### **XIV. Complete Contract**

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

### **XV. Mailing of Notices**

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

City of Plano  
Public Works Department, Suite 250  
P.O. Box 860358  
Plano, TX 75086-0358  
Attn: Tim Bennett, P.E.

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

Binkley & Barfield – C&P, Inc.  
1801 Gateway Blvd. #101  
Richardson, TX 75080  
Attn: Tony Romo, P.E.

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

## **XVI. Miscellaneous**

### **A. Paragraph Headings:**

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

### **B. Contract Interpretation:**

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

### **C. Venue/Governing Law:**

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

### **D. Successors and Assigns:**

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

### **E. Severability:**

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

### **F. Effective Date:**

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

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

DATE: 1/24/2013

BINKLEY & BARFIELD – C&P, INC.  
A Texas Corporation

BY: Michael Cummings  
Michael Cummings, P.E.  
PRESIDENT

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 24<sup>th</sup> day of January, 2013, by **MICHAEL CUMMINGS, P.E.**, President, of **Binkley & Barfield – C&P, Inc.**, a Texas corporation, on behalf of said corporation.



Lindsey M. Henson  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **BRUCE D. GLASSCOCK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A  
SCOPE OF SERVICES  
BRIDGE REPAIRS PHASE 2  
PROJECT NUMBER 6154.1  
CIP NUMBER 37579**

**PROJECT DESCRIPTION:**

Design repairs on the second phase of multiple bridges located throughout the City of Plano.

**BASIC SERVICES:**

**A. Investigation and Preliminary Design**

1. This project shall be designed in accordance with the following:
  - Erosion & Sediment Control Manual
  - Thorough Fare Standards Rules & Regulations
  - Standard Construction Details
  - Barrier Free Ramp Details
  - NCTCOG Standard Specifications for Public Works Construction
  - Special Provisions to Standard Specifications for Public Works Construction
  - Manual for Right of Way Management
  - Storm Drainage design Manual
  - Manual for the Design of Water and Sewer Lines
2. All plans submitted to the City shall be signed and sealed in accordance with state law.
3. Meet with City of Plano engineering staff and obtain design criteria and BRINSAP reports for each bridge. Pertinent utility plans, street plans, plats and right-of-way maps, existing easement information will be acquired as necessary for each project area.
4. Meet with the City project manager to conduct on-site inspections.
5. Meet with City Staff as necessary to determine limits of deck delamination at applicable bridge sites.
6. Quantify repair areas in field for each bridge.
7. Document repair areas with photos
8. Consider existing utilities and drainage conditions in design.
9. Develop preliminary construction plans including the following:
  - Cover Sheet with bridge locations with name and number

- General Notes
- Plan sheet for each bridge location including:
  1. Individual quantity table
  2. Repair location details
  3. Elevation view of bridge
  4. Repair Details Sheets

10. Submit two set of 22" x 34" and three sets 11" x 17" preliminary plans to the City for review.

## **B. Pre-Final Design**

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Prepare preliminary construction plans. Prepare the following sheets:
  - Cover sheet
  - General Notes
  - For each bridge location:
    - Generic plan view layout (not to scale)
    - Generic elevation view layout (not to scale)
    - Quantity table
    - Repair locations
  - Repair details as needed
  - Generic traffic control sheets.
  - SWPPP and Erosion Control Plan sheets meeting EPA and City of Plano requirements.
  - Color photos of bridge repair locations to be included in a CD format in specification book for each bridge.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
  - Engineering
  - Public Works
  - Inspectors
  - Transportation
  - Parks
  - Other
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.

7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities as necessary.

### **C. Final Design**

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit two sets of 22" x 34" and two sets 11" x 17" pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit two sets of 11" x 17" final black line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
11. It is assumed that the City of Plano will contract a materials testing firm to observe the construction process. The testing firm will verify that foundations are placed in the correct strata and will perform materials test on soil and construction materials as required.

### **D. Bid Phase Services**

1. Provide a schedule of bid items. The City will prepare the bid documents.
2. Furnish plans and bid documents for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.

4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Submit a CD-ROM disk of the bid set plans in a PDF format.
7. Provide bid tabulation within 4 working days of the bid opening.
8. Evaluate the low and second to low bidders. Prepare a letter of recommendation to the City within 7 working days of the bid opening.
9. Assist City staff in a pre-construction conference.
10. Furnish 11 full size and 7 half size sets of final construction plans and three sets of the contract documents manual to the City for construction.

**E. Construction Administration**

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

**SPECIAL SERVICES:**

**F. Construction Inspection**

1. The consultant will provide secondary support inspection on a weekly or as requested basis. Payment will be per each inspection. Documentation of inspection would be submitted by email to the City

**SUMMARY OF BRIDGE REPAIRS (PHASE 2):**

<b>Bridge No.</b>	<b>Roadway &amp; Type of Structure</b>	<b>Feature Crossed</b>	<b>Description of Problem/Repairs Needed</b>
1 & 2	Spring Creek Parkway (Twin Bridge)	Indian Creek	Deck Joints Closed/Install Expansion Joints Trees Contacting Structure/Remove Trees
4A & 4B	Park Boulevard (Twin Bridge)	Spring Creek	Scour at Riprap/Add Rock RipRap Scour in Channel/Add Rock RipRap Deck Joints Closed/Install Expansion Joints Damage Bridge Railing/Repair Rail Cracks in Pavement/Seal Cracks Cracks in Backwall/Seal Cracks Erosion Around Wingwalls/Backfill & Sod
7A & 7B	Park Boulevard (Twin Bridge)	Rowlett Creek	Deck Joints Closed/Install Expansion Joints Scour in Channel/Add Rock RipRap Spalling in Deck/Repair damaged Deck Areas Erosion Around Wingwalls/Backfill & Sod Spalling in Bent Cap/Patch Spall Cracking in Riprap/Seal Cracks
8	Ohio Drive (Box Culvert)	White Rock Creek Tributary	Damaged MBGF/Replace MBGF Trees Contacting Structure/Remove Trees Scour in Channel/Add Rock RipRap Cracking in Riprap/Seal Cracks Erosion Around Wingwalls/Backfill & Sod Spalling in Headwall/Patch Spalls Settlement in Sidewalk/Pump up Sidewalk
8A & 8B	Ohio Drive (Extra) (Twin Bridge)	Tributary	Erosion Around Wingwalls/Backfill & Sod Damaged Pedestrian Rail/Repair Rail Cracking in Riprap/Seal Cracks Cracks in Pavement/Seal Cracks Damage to Wingwall/Repair Wingwall Scour in Channel/Add Rock RipRap Riprap Damage/Replace RipRap Trees Contacting Structure/Remove Trees Deck Joints Closed/Install Expansion Joints
9	Avenue K (HWY 5)	Brown Branch	Cracking in Riprap/Seal Cracks

	(Box Culvert)		Erosion Around Wingwalls/Backfill & Sod
			Trees Contacting Structure/Remove Trees
			Spalling in Headwall/Patch Spalls
10	Los Rios Boulevard	Rowlett Creek	Deck Joints Closed/Install Expansion Joints
	(Single Bridge)		Scour in Channel/Add Rock RipRap
			Damage to Wingwall/Repair Wingwall
			Cracking in Riprap/Seal Cracks
			Cracks in Pavement/Seal Cracks
11	Oxbow Creek Lane	Cottonwood Creek	Trees Contacting Structure/Remove Trees
	(Single Bridge)		Damage to Wingwall/Repair Wingwall
			Scour in Channel/Add Rock RipRap
			Deck Joints Closed/Install Expansion Joints
			Erosion Around Wingwalls/Backfill & Sod
			Heavy Erosion in Channel/Add Gabions
			Damaged Pedestrial Rail/Repair Rail
			Riprap Damage/Replace RipRap
12	Red River Drive	Russell Creek	Deck Joints Closed/Install Expansion Joints
	(Single Bridge)		Erosion Around Wingwalls/Backfill & Sod
			Scour in Channel/Add Rock RipRap
			Trees Contacting Structure/Remove Trees
			Cracking in Riprap/Seal Cracks
			Spalling in Deck/Repair damaged Deck Areas
			Settlement in Approach slab/Replace Slab
			Settlement in Sidewalk/Repalce Approach Sidewalk
14A & 14B	14th St. (FM544) Overflow	Rowlett Creek	Deck Joints Closed/Install Expansion Joints
	(Twin Bridge)		Damage to Wingwall/Repair Wingwall
			Trees Contacting Structure/Remove Trees
			Cracking in Riprap/Seal Cracks
			Cracks in Pavement/Seal Cracks
15	Rockledge Lane	White Rock Creek Tributary	Deck Joints Closed/Install Expansion Joints
	(Single Bridge)		Erosion Around Wingwalls/Backfill & Sod
			Trees Contacting Structure/Remove Trees
			Damage to Wingwall/Repair Wingwall
			Scour in Channel/Add Rock RipRap
			Damaged Pedestrial Rail/Repair Rail
			Spalled Beam Seat/Repair Beam Seat

17A & 17B	Jupiter Road (Twin Bridge)	Rowlett Creek	Trees contacting structure/Remove Trees Cracking in Riprap/Seal Cracks Scour in Channel/Add Rock RipRap Erosion Around Wingwalls/Backfill & Sod Cracks in Pavement/Seal Cracks Deck Joints Closed/Install Expansion Joints Damaged Pedestrial Rail/Repair Rail
18A & 18B	Jupiter Road (Twin Bridge)	Brown Branch	Deck Joints Closed/Install Expansion Joints Cracks in Pavement/Seal Cracks Scour in Channel/Add Rock RipRap Trees Contacting Structure/Remove Trees Spalling in Backwall/Patch Spalls Cracking in Riprap/Seal Cracks Erosion Around Wingwalls/Backfill & Sod
22	Country Place (Single Bridge)	Brown Branch	Scour in Channel/Add Rock RipRap Trees Contacting Structure/Remove Trees
23A & 23B	Custer Road (Twin Bridge)	Youngs Branch	Deck Joints Closed/Install Expansion Joints Cracks in Pavement/Seal Cracks Expansion Joint Material Damage/Repair Damaged Pedestrial Rail/Repair Rail Erosion Around Wingwalls/Backfill & Sod Scour in Channel/Add Rock RipRap Trees Contacting Structure/Remove Trees Damage to Wingwall/Repair Wingwall Spalling in Deck/Repair damaged Deck Areas
24	15th Street (Box Culvert)	Janet Creek	Scour in Channel/Add Rock RipRap Cracking in Wingwall/Replace Wingwall Trees Contacting Structure/Remove Trees Erosion Around Wingwalls/Backfill & Sod
25	Park Boulevard (Box Culvert)	Pittman Creek	Scour in Channel/Add Rock RipRap Trees Contacting Structure/Remove Trees Erosion Around Wingwalls/Backfill & Sod Cracking in Wingwall/Replace Wingwall Damaged Pedestrial Rail/Repair Rail
27A & 27B	Custer Road	Russell Creek	Deck Joints Closed/Install Expansion Joints

	(Twin Bridge)		Cracking in Riprap/Seal Cracks
			Scour in Channel/Add Rock RipRap
			Damage to Wingwall/Repair Wingwall
			Erosion Around Wingwalls/Backfill & Sod
			Trees Contacting Structure/Remove Trees
			Damaged Pedestrial Rail/Repair Rail
			Spalling in Deck/Repair damaged Deck Areas
31	Independence Parkway	Spring Creek	Deck Joints Closed/Install Expansion Joints
	(Single Bridge)		Damage to Wingwall/Repair Wingwall
			Erosion Around Wingwalls/Backfill & Sod
			Settlement in Sidewalk/Pump up Sidewalk
			Damaged Pedestrial Rail/Repair Rail
			Cracks in Pavement/Seal Cracks
			Spalling in Deck/Repair damaged Deck Areas
	15th Street	Spring Creek	Deck Joints Closed/Install Expansion Joints
	(Twin Bridge)		Erosion Around Wingwalls/Backfill & Sod
			Spalling in Deck/Repair damaged Deck Areas
			Settlement in Sidewalk/Pump up Sidewalk
			Cracks in Pavement/Seal Cracks
			Trees Contacting Structure/Remove Trees
			Approach slab spalled/Repair Slab
			Scour in Channel/Add Rock RipRap
			Abutment Cap Spalled/Repair or patch cap
			Curb cracked and broken/Repair Curb
	Alma Road	Spring Creek	Deck Joints Closed/Install Expansion Joints
	(Twin Bridge)		Erosion Around Wingwalls/Backfill & Sod
			Settlement in Sidewalk/Pump up Sidewalk
			Cracks in Pavement/Seal Cracks
			Curb cracked and broken/Repair Curb
			Trees Contacting Structure/Remove Trees
			Approach slab spalled/Repair Slab
			Spalling in Deck/Repair damaged Deck Areas
			Replace Fence on Sidewalk as needed
			Replace portion of pavement next to approach

**COST ESTIMATE (PHASE 2):**

<b>Bridge No.</b>	<b>Roadway</b>	<b>Feature Crossed</b>	<b>Type of Structure</b>	<b>Construction Cost</b>
1	Spring Creek Parkway	Indian Creek	Twin Bridge	\$18,000
2	Spring Creek Parkway	Indian Creek	Twin Bridge	\$18,000
4A	Park Boulevard	Spring Creek	Twin Bridge	\$53,000
4B	Park Boulevard	Spring Creek	Twin Bridge	\$53,000
7A	Park Boulevard	Rowlett Creek	Twin Bridge	\$38,000
7B	Park Boulevard	Rowlett Creek	Twin Bridge	\$38,000
8	Ohio Drive	White Rock Creek Tributary	Box Culvert	\$17,000
8A	Ohio Drive (Extra)	Tributary	Twin Bridge	\$52,000
8B	Ohio Drive (Extra)	Tributary	Twin Bridge	\$52,000
9	Avenue K (HWY 5)	Brown Branch	Box Culvert	\$20,000
10	Los Rios Boulevard	Rowlett Creek	Single Bridge	\$85,000
11	Oxbow Creek Lane	Cottonwood Creek	Single Bridge	\$100,000
12	Red River Drive	Russell Creek	Single Bridge	\$100,000
14A	14th Street (FM544) Overflow	Rowlett Creek	Twin Bridge	\$45,000
14B	14th Street (FM544) Overflow	Rowlett Creek	Twin Bridge	\$45,000
15	Rockledge Lane	White Rock Creek Tributary	Single Bridge	\$39,000
17A	Jupiter Road	Rowlett Creek	Twin Bridge	\$48,000
17B	Jupiter Road	Rowlett Creek	Twin Bridge	\$48,000
18A	Jupiter Road	Brown Branch	Twin Bridge	\$44,000
18B	Jupiter Road	Brown Branch	Twin Bridge	\$44,000
22	Country Place	Brown Branch	Single Bridge	\$59,000
23A	Custer Road	Young's Branch	Twin Bridge	\$56,000
23B	Custer Road	Young's Branch	Twin Bridge	\$56,000
24	15th Street	Janet Creek	Box Culvert	\$28,000
25	Park Boulevard	Pittman Creek	Box Culvert	\$32,000
27A	Custer Road	Russell Creek	Twin Bridge	\$60,000
27B	Custer Road	Russell Creek	Twin Bridge	\$60,000
31	Independence Parkway	Spring Creek	Single Bridge	\$80,000
	15th Street	Spring Creek	Twin Bridge	\$53,000
	15th Street	Spring Creek	Twin Bridge	\$55,000
	Alma Road	Spring Creek	Twin Bridge	\$43,000
	Alma Road	Spring Creek	Twin Bridge	\$46,000

Subtotal = \$1,585,000

10% Contingency = \$158,500

**Estimated Construction Cost = \$1,743,500**

**EXHIBIT B  
SCHEDULE  
BRIDGE REPAIRS, PHASE 2  
PROJECT NUMBER 6154.1**

<b>Activity</b>	<b>Duration (Calendar Days)</b>
Notice to Proceed	<i>Day Received from City</i>
<b>Investigation and Preliminary Design</b>	<b>12 weeks (Total)</b>
Site visits	2 weeks
Quantify repair areas in field for each bridge.	1 week
Document repair areas with photos	1 week
Develop preliminary construction plans	4 weeks
City Preliminary Review	4 weeks
<b>Pre-Final Design</b>	<b>8 weeks (Total)</b>
Incorporate Preliminary Review Comments	1 weeks
Prepare preliminary construction plans	3 weeks
Prepare outline of any special technical specifications	1 week
Prepare an estimate of probable construction cost	1 week
City Preliminary Review	2 weeks
<b>Final Design</b>	<b>4 weeks (Total)</b>
Revise preliminary plans incorporating comments	2 days
Finalize construction plans for proposed improvements.	1 week
Finalize technical specification and bid book	1 day
Finalize Cost Estimate	2 days
Finalize any special details	1 Week
City Final Review	1 week
<b>Total Time from NTP to Bid Phase</b>	<b>5 Months, 2 Weeks</b>

**EXHIBIT C  
FEE PROPOSAL  
BRIDGE REPAIRS, PHASE 2  
PROJECT NUMBER 6154.1**

<b>DESCRIPTION</b>	<b>FEE AMOUNT</b>
<b>BASIC SERVICES</b>	
A. Investigation and Preliminary Design	\$ 49,500.00
B. Pre-Final Design	\$ 39,000.00
C. Final Design	\$ 12,500.00
D. Bid Phase Services	\$ 3,000.00
E. Construction Administration	\$ 5,000.00
<b>BASIC SERVICES FEE SUBTOTAL</b>	<b>\$ 109,000.00</b>
<b>SPECIAL SERVICES</b>	
F. Construction Inspection (32 @ \$540 ea.)	\$ 17,280.00
<b>SPECIAL SERVICES FEE SUBTOTAL</b>	<b>\$ 17,280.00</b>
<b>REIMBURSIBLE EXPENSES</b>	<b>\$ 3,000.00</b>
<b>TOTAL FEE (Not to exceed without prior approval)</b>	<b>\$ 129,280.00</b>

**EXHIBIT "D"**

**ENGINEERING**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

**3.0 Engineer's Insurance – Claims Made**

Professional Errors and Omissions

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

Professional Errors and Omissions, Limit \$1,000,000  
per claim and aggregate of \$2,000,000

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

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



**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

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

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

Binkley & Barfield – C&P, Inc.  
Name of Consultant

By: Michael Cummings  
Signature

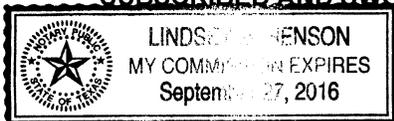
Michael Cummings  
Print Name

President  
Title

1/24/2013  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS      §

SUBSCRIBED AND SWORN TO before me this 24th day of January, 2013.



Lindsey M. Henson  
Notary Public, State of Texas



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	2/25/13
Department:	Public Works
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>	
<b>Project No. 6255</b>	

**CAPTION**

To approve a Professional Services Agreement by and between the City of Plano and RJN Group, Inc., in the amount of \$292,565, for I & I Program 2013 Project No. 6255; and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2012-13</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	293,000	0	<b>293,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-292,565	0	<b>-292,565</b>
BALANCE	0	435	0	<b>435</b>

**FUND(S):** SEWER CIP

**COMMENTS:** Funds are included in the FY 2012-13 Sewer CIP. This item, in the amount of \$292,565, will leave a current year balance of \$435 for the I & I Program 2013 project.

**STRATEGIC PLAN GOAL:** Determining the nature of storm water infiltration/inflow into Plano's existing sewer systems relates to the City's Goal of Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

This agreement is for an engineering analysis of the Russell Creek and Indian Creek Sewer Basins. The objective of this analysis is to determine where, and to what extent, there is storm water infiltration/inflow into the existing sewer system in this area. This will be accomplished by installing flow monitoring meters in 37 manholes and charting the flow volumes over a period of 2 to 3 months. The dry weather flows are compared to the wet weather flows to determine the amount and general locations of storm water infiltration/inflow. The contract fee is for \$292,565 as following:

<b>Basic Services</b>	
Project Administration / Mobilization	\$5,000
Flow Monitoring	\$171,005
Rainfall Monitoring	\$7,500
Data Analysis / Reporting	<u>\$44,500</u>
<b>Total Basic Services</b>	<b>\$228,005</b>
<b>Special Services</b>	
30 day extension (Flow Meters)	\$62,160
30 day RG extension (Rain Gauges)	<u>\$2,400</u>
<b>Total Special Services</b>	<b>\$64,560</b>
<b>Total Contract Amount</b>	<b>\$292,565</b>

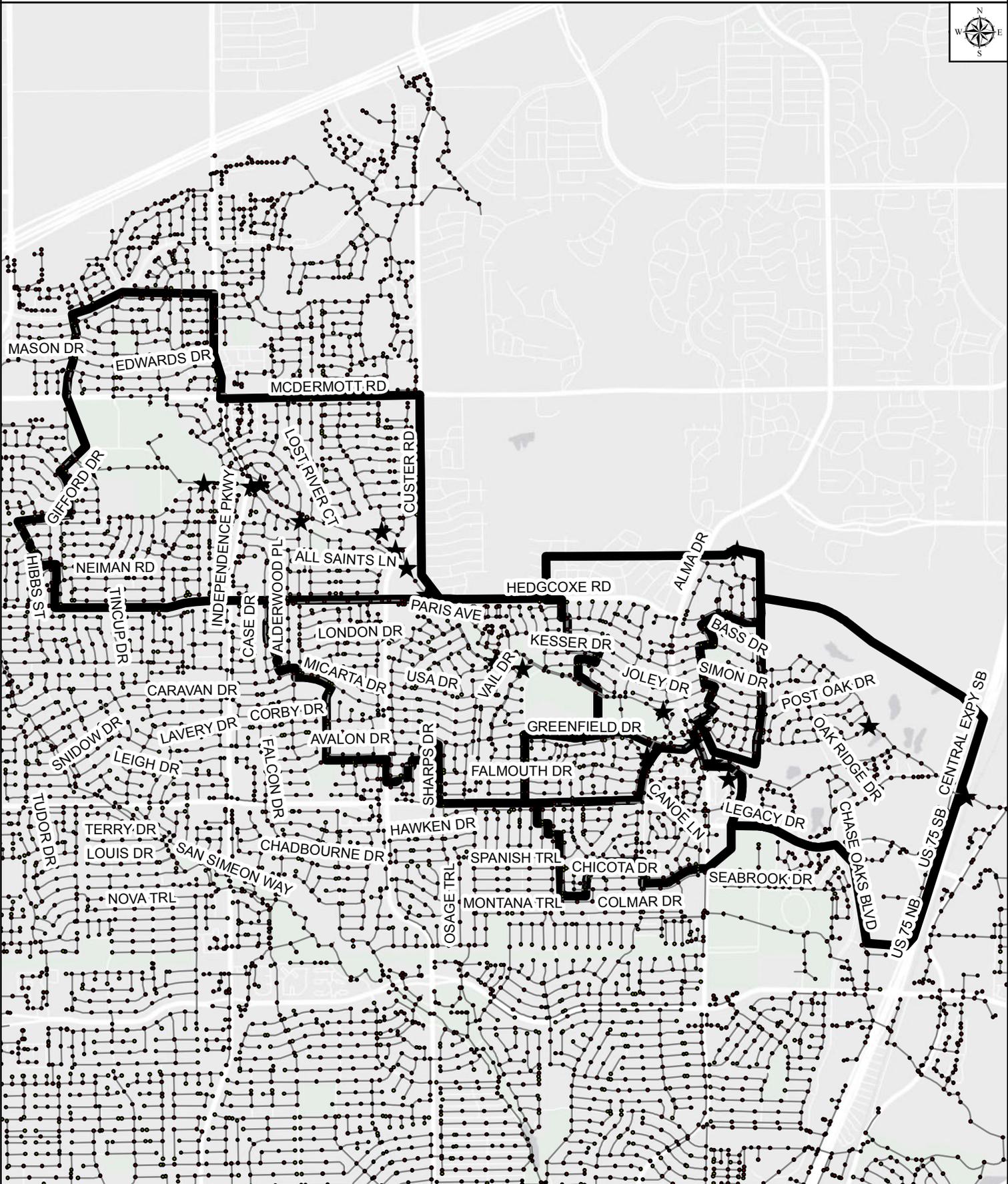


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

List of Supporting Documents: Location Maps; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A
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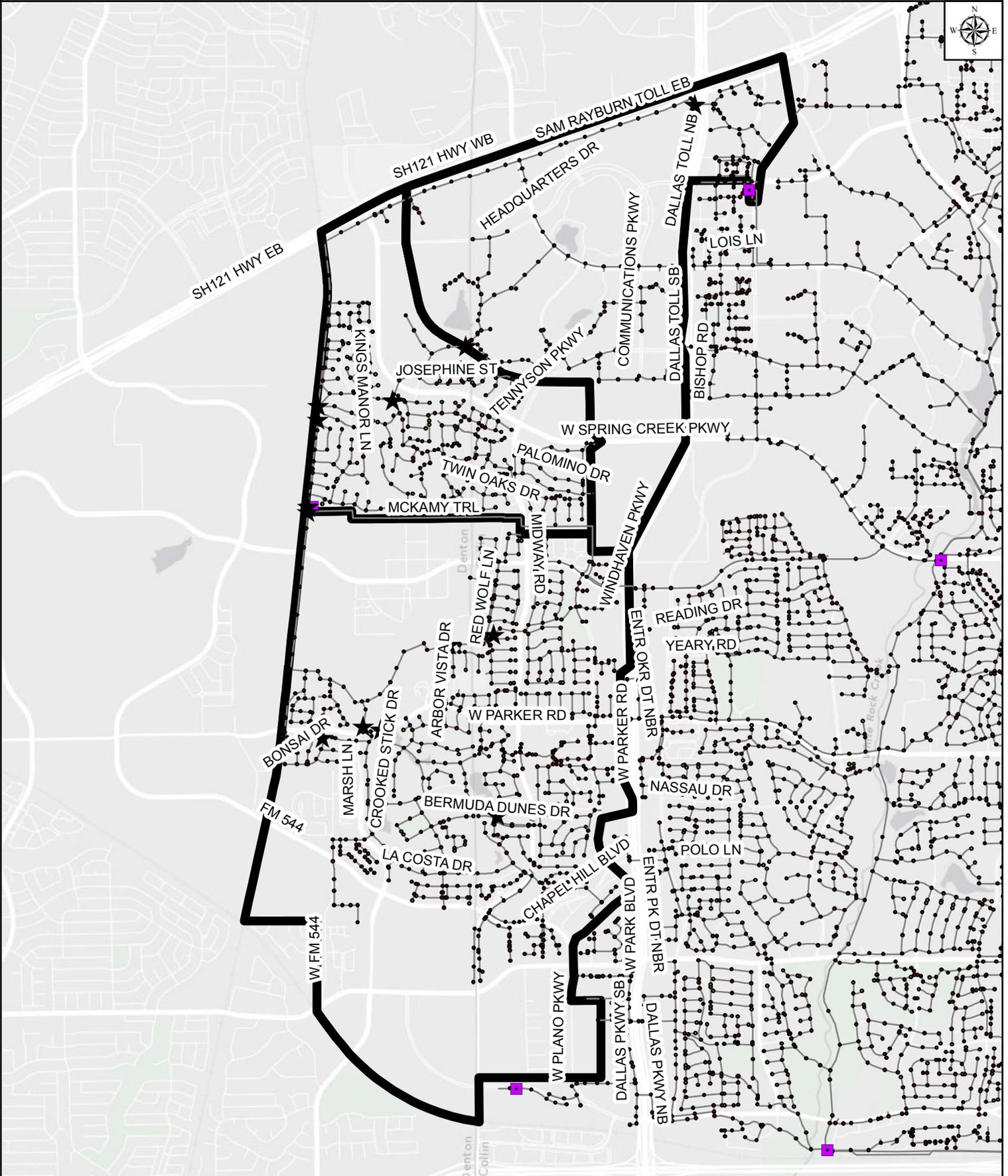
# I/I Program 2013

Project Number 6255



# I/I Program 2013

Project Number 6255



**I & I PROGRAM 2013**

**PROJECT NO. 6255**

**ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **RJN GROUP, INC.**, an **ILLINOIS** Corporation licensed to do business in the State of Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **I & I PROGRAM 2013** project located in the City of Plano, Collin and Denton County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

### **III. Schedule of Work**

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

### **IV. Compensation and Method of Payment**

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

### **V. Information to be Provided by the City**

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

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

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

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

#### **VIII. Independent Contractor**

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

### **IX. Assignment and Subletting**

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

### **X. Audits and Records/Prohibited Interest**

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

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

### **XI. Contract Termination**

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

### **XII. Engineer's Opinion of Probable Construction Costs**

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

### **XIII. Ownership of Documents**

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

### **XIV. Complete Contract**

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

### **XV. Mailing of Notices**

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

City of Plano  
Public Works Department  
Engineering Division, Suite 250  
P.O. Box 860358  
Plano, TX 75086-0358  
Attn: Tim Bennett, P.E.

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

RJN Group, Inc.  
12160 Abrams Road, Suite 400  
Dallas, TX 75243  
Attn: Donna E. Renner, P.E.

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

## **XVI. Miscellaneous**

### **A. Paragraph Headings:**

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

### **B. Contract Interpretation:**

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

### **C. Venue/Governing Law:**

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

### **D. Successors and Assigns:**

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

### **E. Severability:**

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

### **F. Effective Date:**

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

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**RJN GROUP, INC.**

An ILLINOIS Corporation licensed to do business in the State of Texas

DATE: 2/8/13

BY:   
Hugh M. Kelso  
VICE PRESIDENT

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

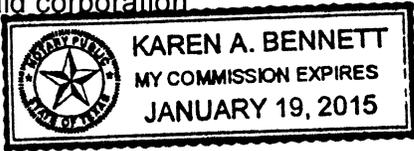
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 8th day of February \_\_\_\_\_, 2013, by **HUGH M. KELSO, Vice President**, of **RJN Group, Inc.**, an **ILLINOIS** corporation licensed to do business in the State of Texas, on behalf of said corporation.



*Karen A. Bennett*  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **BRUCE D. GLASSCOCK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A  
SCOPE OF SERVICES  
I & I PROGRAM 2013  
PROJECT NO. 6255**

The proposed Scope of Services for the City of Plano's Indian Creek and Russell Creek Drainage Basins will determine wastewater flow rates during dry and wet weather periods that are occurring in the City of Plano Wastewater System and to the extent possible, the amount of Infiltration/Inflow (I/I) that is originating in the NTMWD interceptor sewers located within the Study areas. RJN Group (ENGINEER) will project the I/I rates for each monitoring location for a selected design storm event to prioritize the sub-basins for additional investigations if excessive I/I is identified.

The flow metering of the Russell Creek Drainage Basin will have specific challenges in that several backflow preventers have been installed on the City of Plano and NTMWD sewers to prevent backup of flow from the NTMWD interceptor sewers. This may require that additional meters be installed in the system to adequately monitor flow in the system.

The Project will consist of the following tasks:

- Project Administration
- Flow / Rainfall Monitoring
- Flow Data Analysis / Reporting

The individual tasks are described below:

**A. Project Administration**

1. Mobilize project team.
2. Prepare Agenda and attend a kick-off meeting with CITY staff. The kick-off meeting will include a discussion to determine the design storm event that will be utilized to evaluate the collection system.
3. Conduct general administration and periodic meeting as necessary with City Staff. A total of two meetings are included. Meeting notes will be prepared and submitted to the CITY after each meeting.
4. Perform ENGINEER's internal project control procedures on a monthly basis including schedule and budget control, and quality control review.
5. The ENGINEER will make a presentation to the CITY Staff that will discuss the results of the project and the recommendations developed.

**B. Flow / Rainfall Monitoring**

1. ENGINEER will conduct up to two days of field reconnaissance to verify flow directions and other routing issues.

2. Site Selection/Verification

- a. The ENGINEER will carry out all the necessary planning tasks associated with the temporary flow metering requirements for the study. The ENGINEER will conduct interviews with City staff, review the available electronic mapping, and any provided operational information to identify the key temporary flow meter locations. Selected field investigations will be performed prior to finalizing the proposed monitoring locations. Because of the layout of the system it is anticipated that the final number of flow meters may not be determined until the initial field investigations are completed.
- b. After the completion of the initial field investigations the ENGINEER shall prepare a flow metering plan and present it to the City that describes the proposed temporary flow metering locations and any assistance that may be required from the City staff.
- c. ENGINEER shall inspect the proposed temporary flow meter locations as necessary to determine their suitability for installation of the necessary equipment. If a location is identified as being unsuitable, then additional sites will be identified, one or two manholes upstream or downstream of the original site, and confirmed by ENGINEER as suitable for equipment installation. The Engineer shall prepare and submit site inspection reports to the City prior to installation of the flow meters.

3. Install Temporary Meters

- a. It is anticipated that the ENGINEER shall install up to Thirty-seven (37) temporary flow meters for an initial sixty (60) day monitoring period. If sufficient wet weather flow data is not obtained during the initial 60 day period, the metering may be extended for an additional 30 days under the Special Services Section of this Agreement. Each flow meter will be calibrated in the Engineer's facilities prior to installation in the selected monitoring sites. Each flow meter will be installed with telemetry in order to allow the ENGINEER's Data Analysis to review the flow data on a daily basis to insure that all meters are accurately recording flows.

4. Maintain/Remove Temporary Meters

- a. ENGINEER shall maintain the temporary flow meters during the monitoring period. Maintenance shall be carried out on a regular basis and includes calibration of the recording equipment, downloading of recorded data, onsite analysis of the data to ensure that the meter is working correctly, cleaning of the sensor, and replacement of any defective equipment. It is assumed that adequate weather conditions will be observed during the monitoring period so that dry weather and wet weather conditions that include at least five (5) significant storm events of different rainfall intensities are observed.
- b. An up-time of 90% for all temporary meters will be maintained. This will include dry and wet weather periods. If the up-time is not met by the ENGINEER, the monitoring will be extended to capture the meter days missed at no additional cost to the City of Plano. The guaranteed up-time

applies to mechanical malfunctions and does not apply to actions beyond the control or the ENGINEER such as vandalism, excessive debris, etc.

- c. The data recording interval for the temporary meters should be 5 minutes. These intervals shall be consistent throughout the monitoring period.
- d. ENGINEER shall remove all the temporary flow meters at the completion of the monitoring period if adequate weather conditions have been observed [dry weather and wet weather conditions that includes at least five (5) storm events of different rainfall intensities]. ENGINEER shall advise the CITY if adequate weather conditions have not been observed during the initial sixty (60) day monitoring period to allow the CITY to consider the authorization of an extended period for flow monitoring, in advance of removal of the temporary flow meters.

5. Rainfall Monitoring

- a. The ENGINEER shall select ten (10) rain gauge sites to obtain rainfall data during the monitoring period. After selection of the sites, ENGINEER will conduct site visits to locate public facilities or other structures where the gauges can be installed
- b. ENGINEER shall install and service the rain gauges with 0.01 inch accuracy in the study to obtain a continuous record of rainfall conditions during the monitoring period. Each rain gauge will also be inspected regularly and coincide with flow meter inspections.
- c. Upon completion of the flow monitoring phase of the project, all rain gauges and hardware will be removed.
- d. The data will undergo a rigorous QA/QC process and any bad data that is identified will be corrected or removed from the analysis.

C. Flow Data Analysis / Reporting

1. Flow Data Analysis

- a. Edit raw data and develop final calibrated flow data for each flow meter.
- b. Develop depth, velocity and quantity hydrographs for dry and wet weather flow conditions.
- c. Analyze flow data and develop average daily dry weather flow diurnal curves and base flow peaking factors.
- d. Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations.
- e. Determine peak infiltration rates during high groundwater conditions, if possible.

- f. Determine total I/I volumes for selected rain events.
- g. Prioritization and recommendations.

The above described flow components will be determined for both the City of Plano collection system as well as the NTMWD sewers wherever possible.

## 2. Reporting

Based on the data analysis, the ENGINEER will prepare and submit a Draft Report for review and comment. The Draft Report will include a hard copy and electronic copy of the report with all supporting data for staff review. After receipt of written comments from the City, the ENGINEER shall incorporate the CITY's comments and prepare and submit three (3) copies of the Final Report. The Final Report will be submitted in both hard copy and electronic format. The ENGINEER shall make a presentation of the Study's findings and recommendations to the CITY's staff.

## EXHIBIT B

### SCHEDULE OF WORK

The work will be initiated immediately upon receipt of Authorization to Proceed, and is estimated to be completed within approximately six (6) months from the notice to proceed. If uncooperative weather conditions are encountered during the study period (i.e. inadequate rainfall preventing analysis of wet weather infiltration/inflow) the project schedule can be extended at the City's option.

#### Basic Services Schedule

Task Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
A. Project Administration/Mobilization						
B. Flow/Rainfall Monitoring						
1. Field Reconnaissance						
2. Site Selection						
3. Installation/Calibration						
4. Monitoring - 37 sites @ 60 days						
Extended Monitoring at City Option - 37 sites @ 30 days						
5. Rainfall Gauge Investigation/Monitoring						
a. Installation/Calibration						
b. Monitoring - 10 sites @ 60 days						
Extended Monitoring at City Option - 10 sites @ 30 days						
C. 1. Flow Data Analysis						
2. Draft/Final Report						

**EXHIBIT C**  
**COMPENSATION**

In consideration of the services to be performed under this Agreement, ENGINEER shall be paid as per the following compensation schedule:

<b>Compensation Table</b>				
<b>Activity</b>		<b>Units</b>	<b>Rate</b>	<b>Total</b>
<b>Basic Services</b>				
A.	Project Administration / Mobilization		L.S.	\$5,000
B.	Flow / Rainfall Monitoring			
	1. Field Reconnaissance		L.S.	\$2,100
	2. Flow Meter Site Investigation	37 meters	\$380	\$14,060
	3. Flow Meter Installation	37 meters	\$825	\$30,525
	4. Flow Monitoring Maintenance	2,220 m-d	\$56	\$124,320
	5. Rainfall Monitoring			
	a. Rain Gauge Site Investigation	10 gauges	\$270	\$2,700
	b. RG Monitoring Period	600 g-d	\$8	\$4,800
C.	Data Analysis/Reporting		L.S.	\$44,500
<b>Total Base Contact (not to exceed)</b>				<b>\$228,005</b>

<b>Special Services</b>				
	30 day extension (Flow Meters)	1110 m-d	\$56	\$62,160
	30 day RG extension (Rain Gauges)	300 m-d	\$8	\$2,400
<b>Total Special Services</b>				<b>\$64,560</b>

<b>Total Contract Amount</b>	<b>\$292,565.00</b>
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**EXHIBIT "D"**

**ENGINEERING**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

### **3.0 Engineer's Insurance – Claims Made**

#### Professional Errors and Omissions

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

Professional Errors and Omissions, Limit \$1,000,000  
per claim and aggregate of \$2,000,000

# **ENGINEERING**

## **City of Plano - Insurance Checklist**

("X" means the coverage is required.)

### Coverages Required

### Limits (Figures Denote Minimums)

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



**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

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

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

RJN Group, Inc.  
Name of Consultant

By: *Hugh M. Kelso*  
Signature

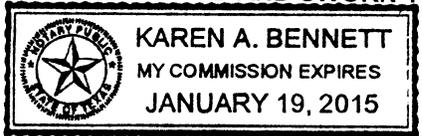
Hugh M. Kelso  
Print Name

Vice President  
Title

2/8/13  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

SUBSCRIBED AND SWORN TO before me this 8th day of February, 2013.



*Karen A. Bennett*  
Notary Public, State of Texas



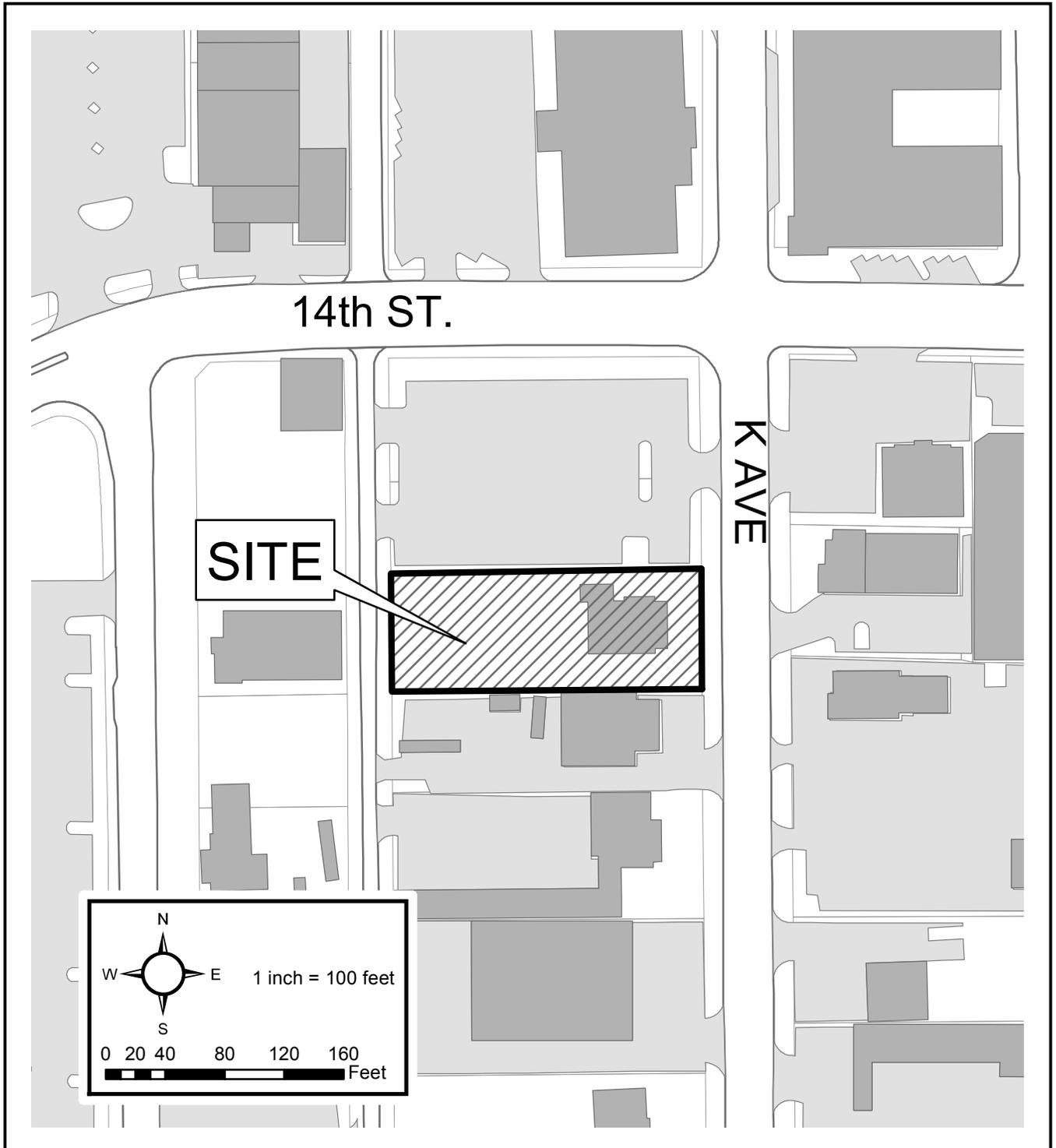
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/25/13		
Department:		Public Works		
Department Head		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 5840
<b>CAPTION</b>				
To approve Contract Modification No. 2 for the purchase of additional engineering services for the 14 <sup>th</sup> Street – E Avenue to F Avenue project in the amount of \$16,907 from Hayden Consultants, Inc. and to authorize the City Manager or his designee to execute all related documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	67,000	30,000	<b>97,000</b>
Encumbered/Expended Amount	0	-40,294	0	<b>-40,294</b>
This Item	0	-16,907	0	<b>-16,907</b>
BALANCE	0	9,799	30,000	<b>39,799</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$16,907, will leave a current year balance of \$9,799 for the 14<sup>th</sup> Street – E Avenue to F Avenue project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Incorporating the design of a parking lot into existing plans for street improvements relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This modification will provide for additional professional engineering services for the design of a concrete parking lot adjacent to an existing parking lot located at the intersection of 14<sup>th</sup> Street and K Avenue. This parking lot will be 16,800 square feet and will include irrigation, landscaping and lighting. The proposed parking lot will accommodate approximately 46 vehicles.</p> <p>Additional engineering services are necessary to incorporate design of the parking lot into the 14<sup>th</sup> Street - E Avenue to F Avenue project.</p> <p>The original contract amount including one modification was \$40,294.00. The Public Works Department is seeking City Council approval of this second modification because the amount of the modified contract exceeds \$50,000.00. The revised contract amount is \$57,201.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Contract Modification No. 2			N/A	

# LOCATION MAP

## Parking Lot

### PROJECT # 5840



**CONTRACT MODIFICATION NO. 2**

**14<sup>TH</sup> STREET- E AVENUE TO F AVENUE  
PROJECT NO. 5840  
PURCHASE ORDER NO. 104196  
CIP NO. 33-37853**

This shall serve as a Second Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **HAYDEN CONSULTANTS INCORPORATED** (hereinafter "Consultant"), dated August 31, 2012, 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 for the design of a concrete parking lot adjacent to an existing parking lot at the intersection of 14<sup>th</sup> Street and K Avenue. This parking lot will be 16,800 SF and will include irrigation, landscaping and lighting. The proposed parking lot will accommodate approximately 46 vehicles.

Such additional services shall be completed by May 24, 2013.

Exhibit A further describes the additional scope of services.

**Compensation:**

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$16,907.00. 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.

MODIFICATION NO. 2  
14<sup>th</sup> Street- E Avenue To F Avenue  
Project No. 5840  
Page 2

Original Contract Amount	\$	<u>34,094.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>40,294.00</u>
Amount, Modification No. 2	\$	<u>16,907.00</u>
Revised Contract Amount	\$	<u><u>57,201.00</u></u>
Total Percent Increase Including Previous Modifications		<u>67.77%</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**

**HAYDEN CONSULTANTS,  
INCORPORATED**  
A Texas Corporation

OWNER

CONSULTANT

By: \_\_\_\_\_

(signature)

By: \_\_\_\_\_

(signature)

Print

Name: Bruce D. Glasscock

Print

Name: Rachel Hayden

Print

Title: City Manager

Print

Title: President

Date: \_\_\_\_\_

Date: 02/13/13

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 13 day of February, 2013, by **RACHEL HAYDEN, P.E.**, President, of Hayden Consultants, a Texas corporation, on behalf of said corporation.



Jenifer McClure  
Notary Public, State of Texas

**STATE OF TEXAS**

**COUNTY OF COLLIN**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **BRUCE D. GLASSCOCK**, City Manager, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A  
ADDITIONAL SCOPE OF SERVICES  
FOR PARKING LOT DESIGN AT K AVENUE**

**14<sup>th</sup> STREET – E AVENUE TO F AVENUE  
PROJECT NO. 5840  
CIP NUMBER – 33-37859**

**Prepared By Hayden Consultants, Inc.  
February 5, 2013**

**PROJECT DESCRIPTION:**

The project includes the design of a 16,800 square feet concrete parking lot with irrigation, landscaping, and lighting. All design shall be in accordance with City of Plano Standards.

An erosion control plan will be included, as the area disturbed will be greater than 5,000 square feet (City Ordinance).

**BASIC SERVICES:**

**A. Design**

1. Meet with City of Plano engineering staff and obtain design criteria, existing utility plans, existing easement information, plats, ROW maps and existing wall plans. Verify and establish the new project schedule.
2. Conduct a visual site investigation, document existing conditions with photographs and field notes.
3. Coordinate with affected utilities such as water, sanitary, gas, telephone, cable and electric to obtain accurate information for the location of their facilities.
4. Consider drainage conditions in design.
5. Develop existing base plans based on plans obtained from City, survey information and site investigation.
6. Prepare an estimate of construction quantities and develop the statement of probable construction cost

7. Develop construction plans. Prepare the following sheets at the engineering scale indicated (sheet count)
  - Demolition Plan Sheet, Scale 1"=20' (1)
  - Design Layout Sheet, Scale 1"=20' (1)
  - Grading Plan, Scale 1"=20' (1)
  - Erosion Control Sheet, Scale 1"=20' Plan (1)
  - Irrigation and Landscape Sheet, Scale 1"=20' (1)
  - Drainage Area Map (1)
  - Dimension and Striping Sheet, Scale 1"=20" (1)
8. Submit six (6) sets of 24"x36" plans along with the 14<sup>th</sup> Street Roadway Reconstruction project to City for review.

**INVESTIGATIONS AND DESIGN FEE: \$10,727.00**

## **SUBCONSULTANT SERVICES**

### **A. Design Survey**

1. Establish a horizontal and vertical control network for the project area. The network is to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, trees three (3) inches in diameter and larger, walls, columns, sidewalks, edges of pavement, curb lines and other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e.: TU Electric, GTE Telephone, Lone Star Gas, etc.).
4. Vertical and topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts) and other improvements as needed within the project areas for the design.
5. Identify the street address and lot and block number of all adjacent properties to the proposed construction and show on drawings.

**DESIGN SURVEY FEE: \$1500.00**

**B. Site Lighting and Illumination Design**

1. Electrical Site Lighting
  - Coordination of site lighting and controls
  - Final site lighting design
  - Photometric modeling of foot-candle levels
  - Outline specification
  - Preliminary lighting energy performance compliance
  - Standard notes and details
  - Site Visit (4 hours)

**LIGHTING AND ILLUMINATION DESIGN: \$3880.00**

**REIMBURSIBLE EXPENSES: \$800.00**

**TOTAL FEE: \$16,907.00**

**SERVICES NOT INCLUDED IN THIS CONTRACT:**

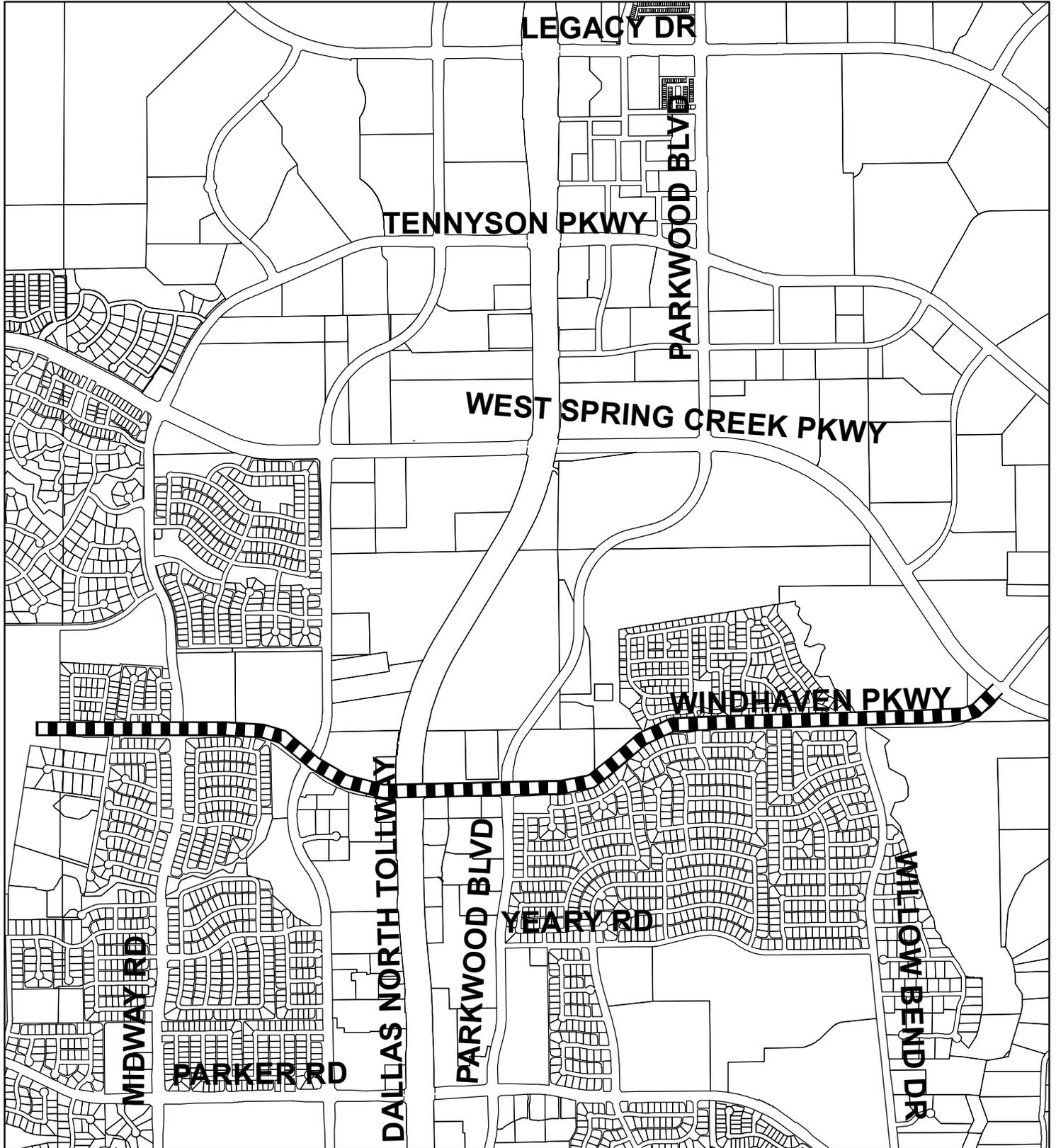
- A. The Engineer will not be responsible for any permitting during the design or construction.
- B. The Engineer will not set horizontal or vertical control stakes for construction.
- C. The Engineer will not provide periodic site visits during the course of construction.
- D. No TDLR review or inspection (less than \$50,000.00 for pedestrian improvements).



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/25/13		
Department:		Public Works		
Department Head		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):			<b>Kathleen Schonke (7198)</b>	
			<b>Project No. 5741</b>	
<b>CAPTION</b>				
To approve Contract Modification No. 2 for the purchase of additional engineering services for the Windhaven Parkway – Spring Creek Parkway to West City Limit Project No. 5741 in the amount of \$85,481 from Teague, Nall and Perkins, Inc. and authorizing the City Manager or his designee to execute all related documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	49,028	189,972	2,447,000	<b>2,686,000</b>
Encumbered/Expended Amount	-49,028	-103,830	0	<b>-152,858</b>
This Item	0	-85,481	0	<b>-85,481</b>
BALANCE	0	661	2,447,000	<b>2,447,661</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$85,481, will leave a current year balance of \$661 for the Windhaven Parkway – Spring Creek Parkway to West City Limit project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Engineering services for Windhaven Parkway – Spring Creek Parkway to West City Limit relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This modification will provide for additional engineering services required to change the project scope in order to widen traffic lanes on part of the project to accommodate bicycles and to upgrade all barrier free ramps and crosswalks to current ADA standards.</p> <p>This revision is in response to review comments by the Federal Highway Administration.</p> <p>The current contract amount, including Contract Modification No. 1 is \$459,472.00. The Public Works Department is seeking City Council approval of this Contract Modification No. 2 in the amount of \$85,481.00 to comply with Federal Regulations. The revised contract amount will be \$544,953.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Contract Modification No. 2			N/A	

# Windhaven Parkway- Spring Creek Parkway to West City Limits - Project No. 5741



## CONTRACT MODIFICATION NO. 2

### WINDHAVEN PARKWAY (SPRING CREEK PARKWAY TO WEST CITY LIMIT) PROJECT NO. 5741

### PURCHASE ORDER NO. 103313 CIP NO. 31194

This shall serve as a Second Modification to the Contract between the City of Plano, Texas (hereinafter "City") and Teague Nall and Perkins, Inc. (hereinafter "Consultant") dated July 28, 2007 for Professional Engineering Services for the referenced project (hereinafter "Project").

#### Services:

This Modification amends the scope of services as originally set forth in the contract. Changes to design elements previously approved and authorized, more specifically described as follows:

#### SCOPE REVISIONS:

1. Additional work to produce parcel exhibits:
  - a. ROW research and title search for existing ROW boundaries. Effort for Acres of Sunshine tract far exceeded customary effort.
  - b. Boundary Survey and Parcel Exhibits
    - i. Survey Exhibit - ROW (Acres of Sunshine)
    - ii. Survey Exhibit - Temporary Construction Esmt. (Acres of Sunshine)
    - iii. Survey Exhibits – Temporary Construction Esmt. (2) (Haggard)
    - iv. Survey Exhibits – Drainage Esmt. (2) (Haggard)
2. Additional environmental analysis and documentation to obtain environmental clearance:
  - a. Bicycle and pedestrian planning to meet 2010 AASHTO bicycle and pedestrian guidelines and FHWA complete street policy.
  - b. Noise Abatement Modeling (modeling, analysis, and TxDOT coordination) required by 2011 updates to the FHWA noise standard at CFR 23 Part 772.
3. Additional work to meet 2010 AASHTO bicycle and pedestrian guidelines and FHWA complete street policy.
  - a. Update existing Paving Plan and Profile Sheets / Typical Section Sheets to serve as a supplementary Environmental Schematic. Effort includes design changes required for environmental / schematic level documentation.
    - i. Bicycle Shared-use Lanes
    - ii. Typical Sections
    - iii. Pedestrian Ramps
    - iv. Median Nose Cut through
  - b. Revise Windhaven Design Plans. Effort includes PS&E design level changes and plan updates resulting from the new AASHTO / FHWA requirements.
    - i. Cross Sections Design / Earthwork
    - ii. Plan Design / Plan Updates
    - iii. 95% PS&E Submittal for FHWA comments.

- c. Preliminary Pedestrian signalization layouts at five signalized intersections (Midway, Communications, N.B. DNT, S.B. DNT, & Spring Creek). Final design to be completed by the City.
- 4. Additional work to accommodate the removal of Goff Street. Effort includes incorporating Design work and incorporating pavement removal and repair to abandon Goff Street.

**DELIVERABLES:**

- 1) Survey Exhibits: ROW Parcel Take & Temporary Construction / Drainage Easement
  - a) Haggard tract (4)
  - b) Acres of Sunshine tract (2)
- 2) New Schematic and Public Hearing display created from revised Plan and Profile Sheets and Typical Sections.
- 3) Revised Environmental Document.
- 4) 95% PS&E Re-Submittal with major revisions to include widened lanes and pedestrian elements (164 OF 261 SHEETS)

**Compensation:**

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed **\$85,481.00**. Such payment shall be made in accordance with the payment terms specified in the Contract.

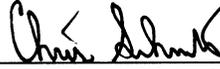
In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above,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

Original Contract Amount	<u>\$ 397,472.00</u>
Contract Amount (Including Previous Modifications)	<u>\$ 459,472.00</u>
<b>Amount, Modification No. 2</b>	<u><b>\$ 85,481.00</b></u>
<b>Revised Contract Amount</b>	<u><b>\$ 544,953.00</b></u>
<b>Total Percent Increase Including Previous</b>	<u><b>37.10%</b></u>

**CITY OF PLANO**  
OWNER

**TEAGUE NALL AND PERKINS, INC.**  
CONSULTANT

By: \_\_\_\_\_  
(signature)

By:  \_\_\_\_\_  
(signature)

Print  
Name: Bruce D. Glasscock

Print  
Name: Chris Schmitt, P.E.

Print  
Title: CITY MANAGER

Print  
Title: PRINCIPAL

Date: \_\_\_\_\_

Date: 1/28/2013

APPROVED AS TO FORM:

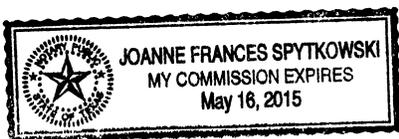
By: \_\_\_\_\_  
Diane C. Wetherbee, City Attorney

**ACKNOWLEDGMENTS**

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 28<sup>th</sup> day of January, 2013, by **CHRIS SCHMITT, P.E., PRINCIPAL** of **TEAGUE NALL AND PERKINS, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Joanne Frances Spytkowski  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/2013		
Department:		Sustainability		
Department Head		Robert Smouse		
Agenda Coordinator (include phone #): <b>Nancy Corwin X7137</b>				
<b>CAPTION</b>				
Termination of Contract for Electronic Recycling, 2011-30-C.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s):     SUSTAINABILITY &amp; ENVIRONMENTAL SERVICES FUND</b>				
<p><b>COMMENTS:</b> This item, which has no financial impact, terminates an existing contract with a firm currently providing monthly collection of electronic waste to be recycled in order to enter into a new contract with a different firm that provides for expanded electronic recycling opportunities to Plano residents.</p> <p><b>STRATEGIC PLAN GOAL:</b> Managing city contracts to avoid duplication of services from vendors relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
At the City Council meeting of 11/22/10, Council awarded 2011-30-C for E-Recycling. Sustainability would like to terminate the contract for convenience, pursuant to contract section X. Termination.				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



**Date:** February 5, 2013  
**To:** Nancy Corwin, Buyer  
**From:** Heather Merchant, Environmental Education & Community Outreach Manager  
**Subject:** Contract Termination

I am writing to recommend termination of the current contract with E-Recycler for monthly collection of electronic waste for recycling. The previous contract with E-Recycler expired on 12-15-12. Before renewing the contract with E-Recycler, we sought proposals from interested electronic waste recyclers in the area, including E-Recycler. After vetting and visiting the facilities of all potential vendors, we recommended a new contract with United Electronic Recycling (UER) on 12-3-12. There was not enough time to get the new contract developed and executed by 12-15-12, so Purchasing recommended renewing the contract with E-Recycler to ensure there was no break in service while the contract with the new vendor was being finalized.

Since there is no exchange of money between the E-Recycler and the City, there is no financial impact to terminating their current contract. The contract is being terminated for convenience. Plano residents will pay less to the vendor for recycling under the new contract with UER. Besides providing the 3 monthly Saturday collections, UER, a local Plano company, offers residents the opportunity to drop off electronic waste at their Plano facility Monday through Friday at no charge.

At collection events, UER will accept all items free of charge, with the exception of monitors and televisions. There will be a five dollar (\$5.00) monitor charge and a ten dollar (\$10.00) television charge.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2/25/2013			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): <b>Perry Neeley, Ext. 7376</b>					
<b>CAPTION</b>					
To approve a one (1) year contract with three (3) City optional one (1) year renewals for the purchase of Traffic Signal Pre-Emption Equipment for Inventory Control & Asset Disposal (ICAD) from Consolidated Traffic Controls, Inc. in the estimated annual amount of \$85,215 and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-13, 2013-14, 2014-15, 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget			558,547	255,645	<b>814,192</b>
Encumbered/Expended Amount		0	-55,012	0	<b>-55,012</b>
This Item		0	-85,215	-255,645	<b>-340,860</b>
BALANCE		0	418,320	0	<b>418,320</b>
<b>FUND(S):     WAREHOUSE</b>					
<p><b>COMMENTS:</b>     This item approves price quotes. Expenditures will be made in the Inventory Stock Department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2012-13 is \$85,215. The estimated future annual amount is \$255,645, which will be made within approved budget appropriations. Remaining balance will be used for other Inventory purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> The contracted purchase of Traffic Signal Pre-Emption Equipment for Warehouse Inventory stock relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Staff recommends the approval of a one (1) year contract with three (3) City optional one (1) year renewals to purchase Traffic Signal Pre-Emption Equipment for Inventory Control & Asset Disposal (ICAD) from Consolidated Traffic Controls, Inc. in the estimated annual amount of \$85,215.00. The City is authorized to make a Sole Source purchase pursuant to Chapter 252, Subchapter B, Section 252.022, Subsection 7 – D of the Purchasing and Contracting Authority of Municipalities.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Award Memo					



**Date:** January 2, 2013  
**To:** Perry Neeley, Purchasing Buyer  
**From:** Josh Mathewes, ICAD Supervisor  
**Subject:** Purchase of Traffic Signal Pre-Emption Equipment

It is the recommendation from ICAD inventory requirements and the specifications provided by the Signals department to award to Consolidated Traffic Controls, Inc. in the estimated amount of \$85,215. This purchase has been determined to be a sole source purchase of items manufactured by Global Traffic Technologies and distributed by Consolidated Traffic Controls, Inc.

The sole source items that are recommended for award are captive replacement parts or components for equipment. These items work in conjunction with existing, as well as future signal equipment in the field and control the flow of traffic as emergency vehicles approach an intersection. The impact to the City of Plano if these items are not awarded by council would affect emergency vehicles and would increase emergency response times.

The specifics of this purchase are on file with the Purchasing Division.

Feel free to contact me if you have any questions at extension 4283

Josh Mathewes  
Inventory Control/ Asset Disposal Supervisor



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		02/25/13			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Linda Thomason X8301</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Natural Polymer International Corporation, a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-13 through 2017-18</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	25,764,596	0	<b>25,764,596</b>
Encumbered/Expended Amount		0	-30,800	-13,617,375	<b>-13,648,175</b>
This Item		0	-24,975	0	<b>-24,975</b>
BALANCE		0	25,708,821	-13,617,375	<b>12,091,446</b>
<b>FUND(S):    ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from Natural Polymer International Corporation to expand its business and commercial activities, thereby generating additional local sales tax and increasing ad valorem tax values to the City. Natural Polymer International Corporation agrees to occupy at least 57,000 sq. ft. by 06/01/13 of manufacturing space and to create or transfer a minimum of 45 jobs by 06/01/13 at 3601 E. Plano Parkway.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Natural Polymer International Corporation, a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Economic Development Incentive Agreement by and between Natural Polymer International Corporation, and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 25th day of February, 2013.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Natural Polymer International Corporation, a Delaware corporation (“Company”), acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of manufacturing healthy pet treats and plans to add Four Hundred Thousand Dollars (\$400,000) of Real Property improvements and Two Million, One Hundred Thousand Dollars (\$2,100,000) of Business Personalty property on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 57,000 gross square feet of manufacturing space and transfer or create up to 45 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

**WHEREAS**, the Council finds that the occupancy of at least 57,000 gross square feet of manufacturing space and the creation or transfer of up to 45 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

## **Article I Definitions**

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

“Company” shall mean Natural Polymer International Corporation, a Delaware corporation.

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

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Property and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean 3601 E. Plano Parkway, Suite 150, Plano, Texas 75074.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until May 31, 2018, unless sooner terminated as provided herein.

## **Article III Obligations of Company**

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

(a) On or before June 1, 2013, occupy at least 57,000 gross square feet of office and warehouse space on the Real Property throughout the term of the Agreement; and

(b) By June 1, 2013, create or transfer at least 45 Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

#### **Article IV Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Twenty Four Thousand, Nine Hundred and Seventy-Five Dollars (\$24,975) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By June 1, 2013, Company shall occupy not less than 57,000 gross square feet of manufacturing space and transfer or create at least 45 Job Equivalents to the Real Property to be eligible to receive a payment of Twenty-Four Thousand, Nine Hundred and Seventy-Five Dollars (\$24,975). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not later than September 1, 2013. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

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

(b) Beginning January 31, 2014, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03.

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

4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Five Hundred Fifty-Five Dollars (\$555) for each lost Job Equivalent.

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

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

(c) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

## **Article V Termination**

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

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

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

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

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

**Article VI**  
**Retention and Accessibility of Records**

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

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

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

**Article VII**  
**Assignment**

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound

to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

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

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

### **Article VIII Miscellaneous**

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

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

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

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

If intended for the City:  
City of Plano, Texas  
Attention: Mr. Bruce D. Glasscock  
City Manager  
1520 Avenue K  
P. O. Box 860358  
Plano, TX 75086-0358

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

If intended for the Company:  
Natural Polymer International Corporation  
Attention: Mr. James Cheng  
President & COO  
1909 10th Street, Suite 100  
Plano, TX 75074

With a copy to:  
Natural Polymer International Corporation  
Attention: Mr. Michael Fox  
Controller  
1909 10th Street, Suite 100  
Plano, TX 75074

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

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

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

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

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

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

8.11 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

ATTEST:

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

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

NATURAL POLYMER  
INTERNATIONAL CORPORATION,  
a Delaware corporation

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

Please select one of the options below before signing and returning the certification:

- \_\_\_\_\_ a. I hereby certify that Natural Polymer International Corporation has occupied at least 57,000 gross square feet of manufacturing space and transferred or added at least 45 Job Equivalent positions at the Property by June 1, 2013, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.
- \_\_\_\_\_ b. I hereby certify that Natural Polymer International Corporation has failed to occupy at least 57,000 gross square feet of manufacturing space and/or has failed to transfer or add at least 45 Job Equivalent positions at the Property by June 1, 2013, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

ATTEST:

NATURAL POLYMER  
INTERNATIONAL CORPORATION,  
a Delaware corporation

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**This Certification is due by September 1, 2013.**

This Certificate of Compliance should be mailed to:

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

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

**Please select one of the options below before signing and returning the certification:**

\_\_\_\_\_ a. I hereby certify that Natural Polymer International Corporation is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which Natural Polymer International Corporation has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that Natural Polymer International Corporation is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which Natural Polymer International Corporation has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

NATURAL POLYMER  
INTERNATIONAL CORPORATION,  
a Delaware corporation

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

NOTE:

**This form is due by January 31 of each year beginning on January 31, 2014, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/25/13		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):		<b>Kathleen Schonne (7198)</b>		
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 74-12-4(R) for City participation in the cost of screening wall construction; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):    N/A</b>				
<b>COMMENTS:</b> This item has no financial impact.				
<b>STRATEGIC PLAN GOAL:</b> Repealing out of date resolutions relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Resolution No. 74-12-4(R) provided for the submission of petitions for the construction of concrete screening walls and living screens and the City's participation in the cost to build such facilities. The costs for both options are out of date, and the City no longer constructs concrete walls.				
The Public Works Department recommends that the City of Plano repeal Resolution No. 74-12-4(R).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution No. 74-12-4(R); Resolution			N/A	

RESOLUTION NO. 74-12-4(R)

A RESOLUTION OF THE PLANO CITY COUNCIL ESTABLISHING A POLICY GOVERNING THE INSTALLATION OF SCREENING WALLS ALONG MAJOR THOROUGHFARES WHERE RESIDENTIAL LOTS BACK UP TO THOROUGHFARES, PROVIDING FOR PUBLIC PARTICIPATION IN THE COST, AND ESTABLISHING PROCEDURES.

WHEREAS, there now exist areas in Plano where residential lots back up to major thoroughfares and there is no screening, and

WHEREAS, citizens have expressed a desire to have their property screened when it backs up to major thoroughfares, and

WHEREAS, citizens have indicated a willingness to share in the cost of screening,

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

SECTION 1. Residents whose properties back to major thoroughfares may petition the City for screening on forms provided by the City. The two major classifications of screening are hereby established as "living" screens and "concrete" screens.

A. Living Screens

If residents backing to a major thoroughfare and along the same side of the thoroughfare and between two streets desire a living screen, the City will install and maintain the screen at a cost to the abutting owners of \$3.50 per linear foot. The plant material shall be specified by the City.

Upon receipt of a valid petition signed by 90% of the real property owners abutting the proposed screen of record, the City Council will hold a public hearing to consider installation of the living screen. Before authorizing the installation of the screen, the City will require payment in cash of the total cost of the project computed at \$3.50 per linear foot, or executed voluntary

liens and promissory notes equivalent to the total cost, or a combination of both.

The City reserves the right to make the installation at its convenience and during optimum weather conditions.

**B. Concrete Screens**

If residents backing to a major thoroughfare and along the same side of the thoroughfare, and between two streets desire a concrete screen, the City will participate in the cost of the screen, in an amount up to but not exceeding \$5.00 per linear foot.

Upon receipt of a valid petition signed by 90% of the real property owners abutting the proposed screen of record, the City Council will hold a public hearing to consider the kind and type of screen to be specified and to consider whether or not City funds are available.

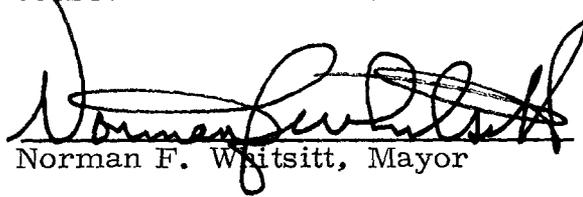
If it is determined that funds are available, the City Council will authorize the preparation of plans and specifications for the screen based on the testimony received at the public hearing. When plans and specifications are complete, they will be returned to the City Council along with an estimated total cost.

The estimated cost will be assessed against the petitioners on a pro-rated basis according to the amount of linear footage owned. Upon receipt of cash escrowed with the City or binding voluntary assessment liens and promissory notes, or a combination of both, the City Council will receive bids for the screen.

The City Council may reject the bids if they are in excess of the estimate, or the City may agree to pay the excess. If the lowest and best bid is lower than the estimate, the City will refund excess escrowed funds and amend the liens and promissory notes.

SECTION 2. That this Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 9th day of December, 1974.

  
Norman F. Whitsitt, Mayor

ATTEST:

  
Betty Taylor, City Secretary

**A Resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 74-12-4(R) for City participation in the cost of screening wall construction; and providing an effective date.**

**WHEREAS**, the City Council adopted Resolution No. 74-12-4(R) on December 9, 1974, which provided for the submission of petitions for the construction of and City participation in the cost of concrete screening walls; and

**WHEREAS**, Resolution No. 74-12-4(R) also provided for the submission of petitions for the installation of and City participation in the cost of living screening walls; and

**WHEREAS**, the City no longer wishes to participate in the cost to construct concrete walls and living screens; and

**WHEREAS**, the City no longer constructs concrete walls; and

**WHEREAS**, upon full review and consideration of the request to repeal Resolution No. 74-12-4(R), and all matters attendant and related thereto, the City Council is of the opinion that Resolution No. 74-12-4(R) should be repealed.

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

Section I. The City Council hereby repeals Resolution No. 74-12-4(R) in its entirety.

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

**DULY PASSED AND APPROVED** the 25<sup>th</sup> day of February, 2013.

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/25/13		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 5925
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to an Advance Funding Agreement By and Between the City of Plano and the Texas Department of Transportation for Preston Road Corridor, authorizing its execution by the City Manager or his designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	222,439	2,328,561	993,000	<b>3,544,000</b>
Encumbered/Expended Amount	-222,439	-109,280	0	<b>-331,719</b>
This Item	0	-1,529,899	0	<b>-1,529,899</b>
<b>BALANCE</b>	<b>0</b>	<b>689,382</b>	<b>993,000</b>	<b>1,682,382</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<b>COMMENTS:</b> Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$1,529,899, will leave a current year balance of \$689,382 for the Preston Road Corridor project. <b>STRATEGIC PLAN GOAL:</b> Working with the State of Texas to fund street improvements more quickly and improve traffic flow relates to the City's Goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
This Second Amendment adds the intersection of Preston Road at Tennyson Parkway to the project, deletes the article which prohibits the use of condemnation to acquire real property and increases the City's estimated participation in funding the project from \$651,590 to \$1,529,899.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution; Exhibit A		N/A		

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Second Amendment to an Advance Funding Agreement By and Between the City of Plano and the Texas Department of Transportation for Preston Road Corridor, authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City of Plano and the Texas Department of Transportation entered into an Advance Funding Agreement for a Project Using Funds Held In the State Highway 121 Subaccount (the Funding Agreement) on October 16, 2009 for intersection improvements along Preston Road at Headquarters Drive, Hedcoxe Road, Spring Creek Parkway, and Parker Road; and

**WHEREAS**, a First Amendment to the Funding Agreement was entered into on December 8, 2009; and

**WHEREAS**, the City Council has been presented a proposed Second Amendment to the Funding Agreement, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference ( the Second Amendment) to add the intersection of Preston Road at Tennyson to the Funding Agreement and to remove the prohibition on condemnation for acquisition of property necessary for the project; and

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

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

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

**Section II.** The City Manager, or his designee, is hereby authorized to execute the Second Amendment and all other documents in connection therewith on behalf of the City of Plano.

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

**DULY PASSED AND APPROVED** this the 25th day of February, 2013.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

CSJ #: 0091-05-057

District #: 18-Dallas

Code Chart 64 #: 33100

Project: SH 289 (Preston Road)

Limits: Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway; Parker Road; Tennyson Parkway

Funding Category: RTR (Subaccount SH 121)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
FOR PROJECT USING FUNDS HELD IN THE  
STATE HIGHWAY 121 SUBACCOUNT**

**AMENDMENT #2**

**(On-System)**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the City of Plano, acting by and through its duly authorized officials, called the Local Government.

**WITNESSETH**

**WHEREAS**, the State and the Local Government executed a contract on October 16, 2009, and Amendment #1 executed on December 8, 2009 to effectuate their agreement to design and construct dual left turn lanes and right turn lanes on SH 289 (Preston Road) at Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway and Parker Road in the City of Plano; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**AGREEMENT**

**1. Description of Amended Items**

Article 2. Scope of Work of the original agreement is deleted in its entirety and is replaced with:

"Article 2. Scope of Work. The Local Government will fund and develop the Project described as the design and construction of dual left turn lanes and dedicated right turn lanes on SH 289 (Preston Road) at Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway, Parker Road and Tennyson Parkway in the City of Plano, as shown in Attachment B-2, Project Location Map."

Article 3. C. Right of Way – "Condemnation shall not be used to acquire real property" of the original agreement is deleted in its entirety.

CSJ #: 0091-05-057

District #: 18-Dallas

Code Chart 64 #: 33100

Project: SH 289 (Preston Road)

Limits: Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway; Parker Road; Tennyson Parkway

Funding Category: RTR (Subaccount SH 121)

Attachment B, Project Location Map of the original agreement is deleted in its entirety and is replaced with:

Attachment B-2, Project Location Map, which is attached to and made part of this Agreement.

Attachment C-1, Estimated Project Budget of Amendment #1 is deleted in its entirety and is replaced with:

Attachment C-2, Estimated Project Budget, which is attached to and made part of this Agreement.

All other provisions of the original contract are unchanged and remain in full force and effect.

## 2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

### THE LOCAL GOVERNMENT – CITY OF PLANO

By: \_\_\_\_\_  
Bruce Glasscock  
City Manager

Date: \_\_\_\_\_

### THE STATE OF TEXAS

By: \_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

Date: \_\_\_\_\_

CSJ #: 0091-05-057

District #: 18-Dallas

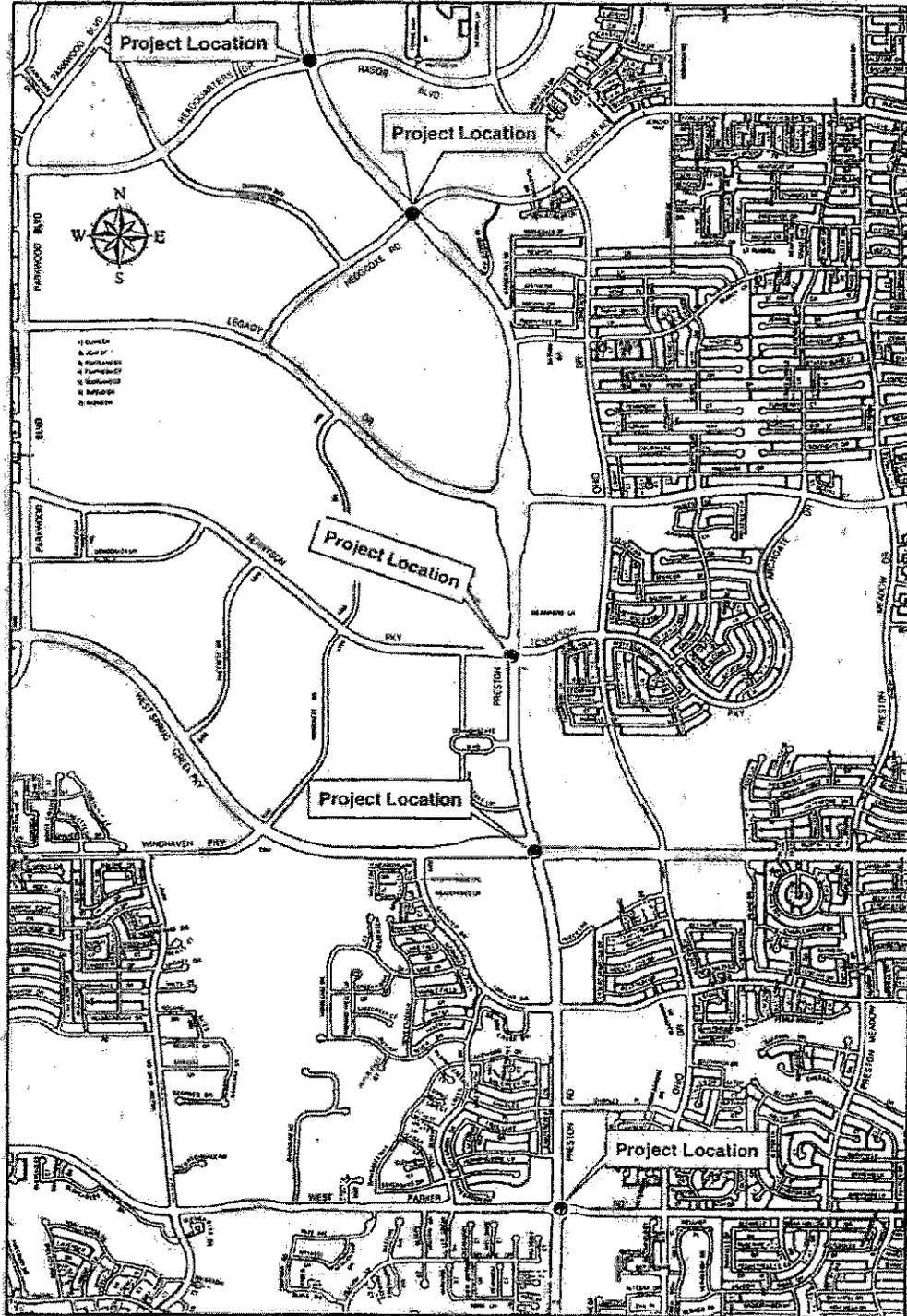
Code Chart 64 #: 33100

Project: SH 289 (Preston Road)

Limits: Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway ; Parker Road; Tennyson Parkway

Funding Category: RTR (Subaccount SH 121)

### ATTACHMENT B-2 Project Location Map



CSJ #: 0091-05-057

District #: 18-Dallas

Code Chart 64 #: 33100

Project: SH 289 (Preston Road)

Limits: Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway ; Parker Road; Tennyson Parkway

Funding Category: RTR (Subaccount SH 121)

### ATTACHMENT C-2

### Estimated Project Budget

The State will pay \$2,606,362 from the SH 121 Subaccount to the Local Government for the engineering and construction of dual left turn lanes and dedicated right turn lanes on SH 289 (Preston Road) at Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway, Parker Road and Tennyson Parkway in the City of Plano. The SH 121 Subaccount funds shall be used for the Project's preliminary engineering, design, construction, construction management and material testing services. Tennyson Parkway is 100% local contribution of \$878,309.

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work in the following Fiscal Years:

Description	Fiscal Year	Total Estimate Cost	Regional Toll Revenue (RTR)		Local Government Participation	
			SH 121 Subaccount Funds Participation			
Engineering (by Local)	2013	\$216,320.00	80%	\$173,056.00	20%	\$43,264.00
Construction (by Local)	2013	\$2,740,209.00	80%	\$2,192,167.00	20%	\$548,042.00
Construction (by Local)		\$878,309.00	0%	\$0	100%	878,309.00
Total Construction		\$3,618,518.00		\$2,192,167.00		\$1,426,351.00
Direct State Cost – Eng	2013	\$27,402.00	80%	\$21,922.00	20%	\$5,480.00
Direct State Cost –CST @ 10%	2013	\$274,021.00	80%	\$219,217.00	20%	\$54,804.00
<b>TOTAL</b>		<b>\$4,136,261.00</b>		<b>Fixed \$2,606,362.00</b>		<b>\$1,529,899</b>

Total Estimated Local Government's Participation = \$1,529,899

The Local Government required SH 121 Local Match is \$651,590

The Local Government 100% contribution is \$878,309

Total Payment paid by Local Government to State = \$60,284.00 (10/28/2009);

Direct State Costs will be based on actual charges.

#### Funding Reports

For work performed by the Local Government, the Local Government must provide, to the RTC, monthly reports on the Project's expenses, including expenditure of local match funds. The report shall list separately the expenditure by Project phase and described interest earned, interest rate, interest earned during the month, and accumulative interest earned on the SH 121 Subaccount funds. The report shall also describe the status of the Project.

Upon completion of the Project, the Local will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2/25/13			
Department:		Office of Policy and Government Relations			
Department Head		Mark Israelson			
Agenda Coordinator (include phone #): <b>Nancy Rodriguez X7510</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to Communications Facilities License By and Between the City of Plano, Texas, and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, successor to Sprint Wireless Broadband Company, LLC, a Delaware limited liability company authorizing its execution by the City Manager or his designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-13 through 2016-17</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	21,421	94,631	<b>116,052</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	540	0	<b>540</b>
BALANCE		0	21,961	94,631	<b>116,592</b>
<b>FUND(S):     WATER AND SEWER FUND</b>					
<b>COMMENTS:</b> Approval of this item will amend and provide a five year agreement with \$21,961 in annual revenue beginning FY 2012-13, and includes an annual rental fee increase of 3% for each of the remaining years of the agreement. <b>STRATEGIC PLAN GOAL:</b> Facilities license agreements and water tower leases relate to the City's Goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
This Resolution amends an existing Communications Facilities License originally approved by City Council on September 15, 1998, modifying rental fees and updating equipment.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, First Amendment to Communications License					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to Communications Facilities License By and Between the City of Plano, Texas, and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, successor to Sprint Wireless Broadband Company, LLC, a Delaware limited liability company authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed First Amendment to Communications Facilities License Agreement between the City of Plano, Texas and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "First Amendment"); and,

**WHEREAS**, the City of Plano and Sprint Spectrum Realty Company, LP entered into a Communications Facilities License on September 15, 1998; and

**WHEREAS**, City and Sprint Spectrum Realty Company, LP desire to amend said communications facilities license to upgrade communications equipment; and

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

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

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

**Section II.** The City Manager, or his designee, is hereby authorized to execute the First Modification and all other documents in connection therewith on behalf of the City of Plano.

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

**DULY PASSED AND APPROVED** on this the 25th day of February, 2013.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"

Cell Site No. DA13XC415

Name: Tennyson Water Tower

Address: 6825 Communications Parkway, Plano, Texas

**FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE**

**THIS FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE AGREEMENT** ("Amendment"), dated as of the latter of the signature dates below, is by and between City of Plano, having a mailing address of 4120 West Plano Parkway, Plano, Texas 75093 (hereinafter referred to as "Licensor") and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, having a mailing address of 6480 Sprint Parkway, Overland Park, KS 66251 (hereinafter referred to as "Licensee").

**WHEREAS**, Licensor and Licensee entered into a Communications Facilities License dated September 15, 1998, whereby Licensor licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 6825 Communications Parkway, Plano, Texas ("Agreement"); and

**WHEREAS**, Licensor and Licensee desire to modify, as set forth herein, the rent payable under the Agreement; and

**WHEREAS**, Licensee desires to alter and make improvements to the Property or Premises by replacing (3) LTE antennas, adding twelve (12) RRUs, and 30 linear feet of new cable all as indicated below and on the site plan attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Beginning on the effective date of this First Amendment and continuing through the remaining term of the agreement, the Licensee has changed its name from SPRINT WIRELESS BROADBAND COMPANY, LLC, a Delaware limited liability company to SPRINT SPECTRUM L.P., a Delaware limited partnership.

2. **Rent Payment. Appendix "B" Payment Terms and Conditions** of the Agreement is hereby deleted in its entirety and replaced the following:

Commencing upon full execution hereof, the Rental Fee shall be increased by Forty-Five and 00/100 Dollars (\$45.00) per month so that the total monthly Rental Fee shall thereafter be in the amount of One-Thousand Eight-Hundred Thirty and 05/100 Dollars (\$1,830.05) per month for a total of Twenty-One Thousand Nine-Hundred Sixty and 60/100 Dollars (\$21,960.60) annually. Such increase represents the compensation for the replacement of three (3) antennas, adding twelve (12) RRUs, and 30 linear feet of new cable, and is subject to future adjustments as provided in the Agreement.

Each year, this Agreement shall be on the same terms and conditions as set forth herein except that Rental Fees shall be increased after each year by three percent (3%).

3. **Equipment.** Licensor consents to the installation of new antennas and new RRUs, all in a manner in accordance with the site plan attached hereto as Exhibit "A" and incorporated herein by reference.

4. **Memorandum of License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Use of Premises.** Section 7.01 is hereby modified to add the following:

7.03 **Notification Before Construction Begins.** Prior to commencing construction on any work within City rights of way, Company shall give twenty-four (24) hours advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623.

7.04 **Work Inside Fenced Area.** Motorized equipment is prohibited inside the fenced area at any work site under this Agreement unless twenty-four (24) hour notice has been given to use a crane or manlift. Company's personnel shall only perform job tasks by manual labor inside any fenced area at the work site .

7.05 **Back Fill Operations.** Prior to and upon completion of backfill operations, Company shall give twenty-four (24) hour advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623 for inspection of site. Work shall not commence until inspection is completed by City.

7.06 **Irrigation Repairs.** Irrigation repairs shall be completed by a State of Texas Licensed Irrigator.

7.07 **Engineering Fee.** Company shall reimburse the City of Plano for the required engineering consultant fee which is incurred upon company's submittal of plans for review to any equipment is replaced/installed on the City's infrastructure. Once the City of Plano submits the bill, Company shall have thirty (30) days to pay.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as

expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**IN WITNESS WHEREOF**, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

CITY OF PLANO, TEXAS

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER  
1520 Avenue K  
PO Box 860358  
Plano, TX 75086-0358

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

Date: \_\_\_\_\_

By Authority of Resolution No. \_\_\_\_\_

Sprint Spectrum Realty Company, LP  
a Delaware limited partnership,

By: \_\_\_\_\_  
Name: Matthew Bell  
Title: Manager – Real Estate  
Date: \_\_\_\_\_

**LICENSOR ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF COLLIN**

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, on this day personally appeared Bruce D. Glasscock known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for and as the act of the CITY OF PLANO, of the State of Texas, Collin County, Texas, and as the City Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires \_\_\_\_\_

**LICENSEE ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF DALLAS**

BEFORE ME, the undersigned authority, on this day personally appeared Matthew Bell, Manager – Real Estate, Sprint Spectrum Realty Company, LP, a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Sprint Spectrum Realty Company, LP, and that he executed the same as the act of such Limited Partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires \_\_\_\_\_







**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2/25/13			
Department:		Office of Policy and Government Relations			
Department Head		Mark Israelson			
Agenda Coordinator (include phone #): <b>Nancy Rodriguez X7510</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to Communications Facilities License By and Between the City of Plano, Texas, and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, authorizing its execution by the City Manager or his designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-13 through 2016-17</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	19,762	90,586	<b>110,348</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	1,260	0	<b>1,260</b>
<b>BALANCE</b>		0	21,022	90,586	<b>111,608</b>
<b>FUND(S):    WATER &amp; SEWER FUND</b>					
<b>COMMENTS:</b> Approval of this item will amend and provide a five year agreement with \$21,022 in annual revenue beginning FY 2012-13, and includes an annual rental fee increase of 3% for each of the remaining years of the agreement. <b>STRATEGIC PLAN GOAL:</b> Facilities license agreements and water tower leases relate to the City's Goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
This Resolution amends an existing Communications Facilities License originally approved by City Council on December 5, 2008, modifying rental fees and updating equipment.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, First Amendment to Communications License					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to Communications Facilities License By and Between the City of Plano, Texas, and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed First Amendment to Communications Facilities License between the City of Plano, Texas and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "First Amendment"); and,

**WHEREAS**, the City of Plano and Sprint Spectrum Realty Company, LP, entered into a communications facilities license on December 5, 2008; and

**WHEREAS**, City and Sprint Spectrum Realty Company, LP, desire to amend said communications facilities license to upgrade communications equipment; and

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

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

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

**Section II.** The City Manager, or his designee, is hereby authorized to execute the First Modification and all other documents in connection therewith on behalf of the City of Plano.

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

**DULY PASSED AND APPROVED** on this the 25th day of February, 2013.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"

**Cell Site No. DA60XC915**

**Name: Coit Water Tower**

**Address: 3617 Sandy Trail Lane, Plano, Texas**

**FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE**

**THIS FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE AGREEMENT** ("Amendment"), dated as of the latter of the signature dates below, is by and between City of Plano, having a mailing address of 4120 West Plano Parkway, Plano, Texas 75093 (hereinafter referred to as "Licensor") and Sprint Spectrum Realty Company, LP, a Delaware limited partnership, having a mailing address of 6480 Sprint Parkway, Overland Park, KS 66251 (hereinafter referred to as "Licensee").

**WHEREAS**, Licensor and Licensee entered into a Communications Facilities License dated December 5, 2008, whereby Licensor licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 3617 Sandy Trail Lane, Plano, Texas ("Agreement"); and

**WHEREAS**, Licensor and Licensee desire to modify, as set forth herein, the rent payable under the Agreement; and

**WHEREAS**, Licensee desires to alter and make improvements to the Property or Premises by replacing (3) LTE antennas, fifteen (15) RRUs, and 70 linear feet of new cable all as indicated below and on the site plan attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Beginning on the effective date of this First Amendment and continuing through the remaining term of the agreement, the Licensee has changed its name from **SPRINT WIRELESS BROADBAND COMPANY, LLC**, a Delaware limited liability company to **SPRINT SPECTRUM L.P.**, a Delaware limited partnership.

2. **Rent Payment. Appendix "B" Payment Terms and Conditions** of the Agreement is hereby deleted in its entirety and replaced the following:

Commencing upon full execution hereof, the Rental Fee shall be increased by One-Hundred Five and 00/100 Dollars (\$105.00) per month so that the total monthly Rental Fee shall thereafter be in the amount of One-Thousand Seven-Hundred Fifty-One and 82/100 Dollars (\$1,751.82) per month for a total of Twenty-One Thousand Twenty-One and 84/100 Dollars (\$21,021.84) annually. Such increase represents the compensation for the replacement of three (3) antennas, fifteen (15) RRUs, 70 linear feet of new cable, and is subject to future adjustments as provided in the Agreement.

Each year, this Agreement shall be on the same terms and conditions as set forth herein except that Rental Fees shall be increased after each year by three percent (3%).

3. **Equipment.** Licensor consents to the installation of new antennas and new RRUs, all in a manner in accordance with the site plan attached hereto as Exhibit "A" and incorporated herein by reference.

4. **Memorandum of License.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Use of Premises.** Section 7.01 is hereby modified to add the following:

7.03 **Notification Before Construction Begins.** Prior to commencing construction on any work within City rights of way, Company shall give twenty-four (24) hours advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623.

7.04 **Work Inside Fenced Area.** Motorized equipment is prohibited inside the fenced area at any work site under this Agreement unless twenty-four (24) hour notice has been given to use a crane or manlift. Company's personnel shall only perform job tasks by manual labor inside any fenced area at the work site .

7.05 **Back Fill Operations.** Prior to and upon completion of backfill operations, Company shall give twenty-four (24) hour advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623 for inspection of site. Work shall not commence until inspection is completed by City.

7.06 **Irrigation Repairs.** Irrigation repairs shall be completed by a State of Texas Licensed Irrigator.

7.07 **Engineering Fee.** Company shall reimburse the City of Plano for the required engineering consultant fee which is incurred upon company's submittal of plans for review to any equipment is replaced/installed on the City's infrastructure. Once the City of Plano submits the bill, Company shall have thirty (30) days to pay.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as

expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**IN WITNESS WHEREOF**, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

CITY OF PLANO, TEXAS

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER  
1520 Avenue K  
PO Box 860358  
Plano, TX 75086-0358

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

Date: \_\_\_\_\_

By Authority of Resolution No. \_\_\_\_\_

Sprint Spectrum Realty Company, LP  
a Delaware limited partnership,

By: \_\_\_\_\_  
Name: Matthew Bell  
Title: Manager – Real Estate  
Date: \_\_\_\_\_

**LICENSOR ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF COLLIN**

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, on this day personally appeared Bruce D. Glasscock known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for and as the act of the CITY OF PLANO, of the State of Texas, Collin County, Texas, and as the City Manager thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires \_\_\_\_\_

**LICENSEE ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF DALLAS**

BEFORE ME, the undersigned authority, on this day personally appeared Matthew Bell, Manager – Real Estate, Sprint Spectrum Realty Company, LP, a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Sprint Spectrum Realty Company, LP, and that he executed the same as the act of such Limited Partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires \_\_\_\_\_

# EXHIBIT "A"

 <p>INTERNATIONAL BOULEVARD SUITE #800 MCKINNEY, TX 75069</p>	 <p>ALLPRO CONSULTING GROUP, INC. 1000 WEST WALKER, SUITE 100 DALLAS, TEXAS 75201 PHONE: 972-382-0827 FAX: 972-382-0827 WWW.ALLPROCONSULTING.COM AUG # 11-098</p>	<p>PREPARED FOR: <b>sprint</b></p>	<p>PROJECT NAME: <b>NETWORK VISION MMBTBS LAUNCH</b></p>	<p>SITE NAME: <b>CITY OF PLANO COIT WATERTOWER</b></p>	<p>SITE NUMBER: <b>DA60XC915</b></p>	<p>STRUCTURE TYPE: <b>WATERTOWER</b></p>	<p>MARKET: <b>DFW</b></p>	<p>LEGAL DESCRIPTION: <b>CARRIAGE HILL #3 (CPL) BLK H, LOT 6, 1.8046 ACRES</b></p>	<p>DATE: 10/22/12</p>	<p>APPROVED BY: LE</p>	<p>DATE DRAWN: 09/07/2011</p> <table border="1"> <tr><th>NO</th><th>DESCRIPTION</th><th>REVISION</th><th>BY</th><th>DATE</th></tr> <tr><td>1</td><td>LOOK CD (CITY RL)</td><td>LE</td><td>11/09/11</td><td></td></tr> <tr><td>2</td><td>LOOK CD (CITY RL)</td><td>LE</td><td>07/27/12</td><td></td></tr> <tr><td>3</td><td>LOOK CD (CITY RL)</td><td>LE</td><td>08/07/12</td><td></td></tr> <tr><td>4</td><td>LOOK CD (CITY RL)</td><td>LE</td><td>08/07/12</td><td></td></tr> <tr><td>5</td><td>LOOK CD (CITY RL)</td><td>LE</td><td>08/07/12</td><td></td></tr> <tr><td>6</td><td>LOOK CD (CITY RL)</td><td>LE</td><td>08/07/12</td><td></td></tr> <tr><td>7</td><td>LOOK CD (CITY RL)</td><td>LE</td><td>08/07/12</td><td></td></tr> <tr><td>8</td><td>LOOK CD (CITY RL)</td><td>LE</td><td>10/22/12</td><td></td></tr> </table> <p>SHEET TITLE: TITLE SHEET SHEET NUMBER: T-1</p>	NO	DESCRIPTION	REVISION	BY	DATE	1	LOOK CD (CITY RL)	LE	11/09/11		2	LOOK CD (CITY RL)	LE	07/27/12		3	LOOK CD (CITY RL)	LE	08/07/12		4	LOOK CD (CITY RL)	LE	08/07/12		5	LOOK CD (CITY RL)	LE	08/07/12		6	LOOK CD (CITY RL)	LE	08/07/12		7	LOOK CD (CITY RL)	LE	08/07/12		8	LOOK CD (CITY RL)	LE	10/22/12	
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<p>PROJECT SUMMARY</p> <p>SITE NAME: CITY OF PLANO WATERTOWER SITE NUMBER: DA60XC915 811 ADDRESS: 3617 SANDY TRAIL LANE APN#: R-1913-008-0060-1 LATITUDE: 32°03'20" N LONGITUDE: 96°45'11" W GROUND ELEVATION: 752.7' ANGL. JURISDICTION: CITY OF PLANO, COLLIN COUNTY ZONING: UTILITY</p>		<p>SCOPE OF WORK</p> <p>1) THE WIRELESS COMMUNICATIONS FACILITY IS NOT INTENDED FOR HUMAN OCCUPANCY.</p> <p>2) THE SCOPE OF WORK CONSISTS OF MODIFYING THE EXISTING ANTENNA AND EQUIPMENT CABINET TO ACCOMMODATE THE REMOVAL OF EXISTING METROCELL EQUIPMENT CABINET AND THE INSTALLATION OF NEW ANTENNAS AND EQUIPMENT CABINET.</p> <p>3) REMOVAL OF EXISTING ANTENNA.</p> <p>4) INSTALLATION OF NEW ANTENNAS (MOTOR MOUNTED ROAD UNITS).</p> <p>5) INSTALLATION OF 2PS ANTENNA (MOTOR MOUNTED ROAD UNITS).</p> <p>6) INSTALLATION OF NEW COILERS.</p> <p>7) INSTALLATION OF NEW 800 MHZ FILTERS.</p>		<p>APPLICABLE CODES &amp; STANDARDS</p> <ul style="list-style-type: none"> <li>- INTERNATIONAL BUILDING CODE, 2006 EDITION AS ADOPTED BY LOCAL JURISDICTION.</li> <li>- NATIONAL ELECTRICAL CODE, 2008 EDITION AS ADOPTED BY LOCAL JURISDICTION.</li> <li>- NATIONAL MECHANICAL CODE, 2006 EDITION AS ADOPTED BY LOCAL JURISDICTION.</li> <li>- INTERNATIONAL ENERGY CONSERVATION CODE, 2009 EDITION AS ADOPTED BY LOCAL JURISDICTION.</li> </ul>		<p>DRIVING DIRECTIONS</p> <p>DEPART DALLAS/FT WORTH INTERNATIONAL AIRPORT ON LOCAL ROAD(S) (NORTH) 1.31 YDS. TURN RIGHT (WEST) ONTO LOCAL ROAD(S) 2.1 YDS. TURN RIGHT (WEST) ONTO LOCAL ROAD(S) 4.3 YDS. NORTH AIRPORT EXIT / EAST HOTEL. TURN LEFT ONTO LOCAL ROAD(S) 0.2 M. FOLLOW ROAD MERGE ONTO SR-97 SPUR. STAY ON SR-97 SPUR (INTERNATIONAL PKWY N) THROUGH ALL CHANGES TO SR-121 (INTERNATIONAL PKWY) 16.5 M. TURN RIGHT (SOUTH) ONTO W SPRING CREEK PKWY 8.4 M. TURN RIGHT (SOUTH) ONTO MISSION RIDGE RD, THEN TURN RIGHT (WEST) ONTO SANDY TRAIL LANE 0.2 M. ARRIVE 3617 SANDY TRAIL LN, PLANO, TX 75023</p>		<p>CONTACTS</p> <p>ASB/ESTATE SPECIALISTS 1 INTERNATIONAL BOULEVARD SUITE #800 MCKINNEY, TX 75069 201-884-4000 PRIME CONTRACTOR: ERISSON 1000 WEST WALKER DRIVE DALLAS, TEXAS 75204, USA PHONE: 972-383-0827 FAX: 972-382-0827</p> <p>TOWER OWNER: CITY OF PLANO CONTACT: ROBBERD 972-772-1621</p> <p>ARCHITECT/ENGINEER: ALLPRO CONSULTING GROUP, INC. 9221 LYNDON B. JOHNSON FREEWAY, DALLAS, TX 75243 CONTACT: JOUJI M. GEORGE P.E. OFFICE: 972-231-8893 FAX: 972-231-8893 TELEPHONE COMPANY: VERIZON</p> <p>POWER COMPANY: TXU 800-368-1398</p>		<p>APPROVALS</p> <p>SPRINT REPRESENTATIVE _____ DATE _____</p> <p>SPRINT RF ENGINEERING _____ DATE _____</p> <p>SITE OWNER _____ DATE _____</p> <p>SPRINT CONSTRUCTION MANAGER _____ DATE _____</p> <p>ERISSON _____ DATE _____</p> <p>THE ABOVE PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE APPLICABLE LOCAL, STATE, FEDERAL, AND INTERNATIONAL REGULATORY AGENCIES AND MAY IMPOSE CHANGES OR MODIFICATIONS.</p> <p>SITE ACCESS PROCEDURES</p> <p>CITY OF PLANO WATERTOWER CONTACT: ROBBIE DAMPENTER 972-772-1621 SITE LOCK COMBINATIONS: 4123</p>		<p>LIST OF DRAWINGS</p> <table border="1"> <tr><th>SITE GENERAL ARRANGEMENT PLANS</th></tr> <tr><td>T-1 TITLE SHEET</td></tr> <tr><td>T-2 GENERAL NOTES</td></tr> <tr><td>T-3 GENERAL NOTES</td></tr> <tr><td>T-4 GENERAL NOTES</td></tr> <tr><th>ARCHITECTURAL / CIVIL PLANS</th></tr> <tr><td>A-1 1' DOWNSIDE SITE PLAN</td></tr> <tr><td>A-2 1' ENDSIDE SITE PLAN</td></tr> <tr><td>A-3 EQUIPMENT SITE PLANS</td></tr> <tr><td>A-4 SITE ELEVATION</td></tr> <tr><td>A-4A PAINT SPEC.</td></tr> <tr><td>A-5 EQUIPMENT SCHEDULE &amp; RFPS</td></tr> <tr><td>A-6 ANTENNA FLOORING DIAGRAM</td></tr> <tr><td>A-7 ENLARGED ANTENNA PLANS &amp; COAX RUN DIAGRAM</td></tr> <tr><td>A-8 (E) COLOR COODING</td></tr> <tr><td>A-9 NEW COLOR COODING</td></tr> <tr><td>A-10 DETAILS</td></tr> <tr><td>A-11 DETAILS</td></tr> <tr><th>ELECTRICAL PLANS</th></tr> <tr><td>E-1 ELECTRICAL PLAN &amp; DETAILS</td></tr> <tr><td>E-2 POWER/TELECO DIAGRAMS</td></tr> <tr><td>E-3 GROUNDING PLANS - COLD SLIDE</td></tr> <tr><td>E-4 GROUNDING PLANS - FINAL</td></tr> <tr><td>E-5 ELECTRICAL DETAILS</td></tr> <tr><td>E-6 GROUNDING DETAILS</td></tr> <tr><td>E-7 GROUNDING DETAILS</td></tr> </table> <p>NOTE: DRAWING SCALES ARE FOR 22"x34" SHEETS UNLESS OTHERWISE NOTED.</p>  <p>Know what's below. Call before you dig.</p>		SITE GENERAL ARRANGEMENT PLANS	T-1 TITLE SHEET	T-2 GENERAL NOTES	T-3 GENERAL NOTES	T-4 GENERAL NOTES	ARCHITECTURAL / CIVIL PLANS	A-1 1' DOWNSIDE SITE PLAN	A-2 1' ENDSIDE SITE PLAN	A-3 EQUIPMENT SITE PLANS	A-4 SITE ELEVATION	A-4A PAINT SPEC.	A-5 EQUIPMENT SCHEDULE & RFPS	A-6 ANTENNA FLOORING DIAGRAM	A-7 ENLARGED ANTENNA PLANS & COAX RUN DIAGRAM	A-8 (E) COLOR COODING	A-9 NEW COLOR COODING	A-10 DETAILS	A-11 DETAILS	ELECTRICAL PLANS	E-1 ELECTRICAL PLAN & DETAILS	E-2 POWER/TELECO DIAGRAMS	E-3 GROUNDING PLANS - COLD SLIDE	E-4 GROUNDING PLANS - FINAL	E-5 ELECTRICAL DETAILS	E-6 GROUNDING DETAILS	E-7 GROUNDING DETAILS																	
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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/25/13		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley - x-7479</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending December 31, 2012 and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-2013</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	0	0	0	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b> This item has no fiscal impact. STRATEGIC PLAN GOAL: Investment Portfolio Summary Reviews relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Quarterly Investment report ending December 31, 2012.				
List of Supporting Documents: Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending December 31, 2012 and providing an effective date.**

**WHEREAS**, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the Quarter Ending December 31, 2012, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

**WHEREAS**, the Public Funds Investment Act at Texas Government Code, Section 2256.005, requires the governing body of an investing entity to review its investment policy and investment strategies not less than annually; and

**WHEREAS**, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

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

**Section I.** The City of Plano’s Investment Portfolio Summary for the Quarter Ending December 31, 2012, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

**DULY PASSED AND APPROVED** this the 25<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

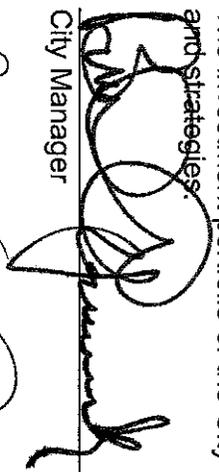
\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**City of Plano**  
**INVESTMENT PORTFOLIO SUMMARY**

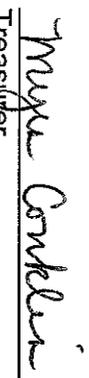
**For the Quarter Ended**

**December 31, 2012**

The investment portfolio of the City of Plano is in compliance with the Public Funds Investment Act and the City's Investment Policy and strategies.

  
City Manager

  
Director of Finance

  
Treasurer

  
Treasury Analyst

**Federal Reserve Press Release, January 30, 2013**

Information received since the Federal Open Market Committee met in December suggests that growth in economic activity paused in recent months, in large part because of weather-related disruptions and other transitory factors. Employment has continued to expand at a moderate pace but the unemployment rate remains elevated. Household spending and business fixed investment advanced, and the housing sector has shown further improvement. Inflation has been running somewhat below the Committee's longer-run objective, apart from temporary variations that largely reflect fluctuations in energy prices. Longer-term inflation expectations have remained stable.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee expects that, with appropriate policy accommodation, economic growth will proceed at a moderate pace and the unemployment rate will gradually decline toward levels the Committee judges consistent with its dual mandate. Although strains in global financial markets have eased somewhat, the Committee continues to see downside risks to the economic outlook. The Committee also anticipates that inflation over the medium term likely will run at or below its 2 percent objective.

To support a stronger economic recovery and to help ensure that inflation, over time, is at the rate most consistent with its dual mandate, the Committee will continue purchasing additional agency mortgage-backed securities at a pace of \$40 billion per month and longer-term Treasury securities at a pace of \$45 billion per month. The Committee is maintaining its existing policy of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities and of rolling over maturing Treasury securities at auction. Taken together, these actions should maintain downward pressure on longer-term interest rates, support mortgage markets, and help to make broader financial conditions more accommodative.

The Committee will closely monitor incoming information on economic and financial developments in coming months. If the outlook for the labor market does not improve substantially, the Committee will continue its purchases of Treasury and agency mortgage-backed securities, and employ its other policy tools as appropriate, until such improvement is achieved in a context of price stability. In determining the size, pace, and composition of its asset purchases, the Committee will, as always, take appropriate account of the likely efficacy and costs of such purchases.

To support continued progress toward maximum employment and price stability, the Committee expects that a highly accommodative stance of monetary policy will remain appropriate for a considerable time after the asset purchase program ends and the economic recovery strengthens. In particular, the Committee decided to keep the target range for the federal funds rate at 0 to 1/4 percent and currently anticipates that this exceptionally low range for the federal funds rate will be appropriate at least as long as the unemployment rate remains above 6-1/2 percent, inflation between one and two years ahead is projected to be no more than a half percentage point above the Committee's 2 percent longer-run goal, and longer-term inflation expectations continue to be well anchored. In determining how long to maintain a highly accommodative stance of monetary policy, the Committee will also consider other information, including additional measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial developments. When the Committee decides to begin to remove policy accommodation, it will take a balanced approach consistent with its longer-run goals of maximum employment and inflation of 2 percent.

Voting for the FOMC monetary policy action were: Ben S. Bernanke, Chairman; William C. Dudley, Vice Chairman; James Bullard; Elizabeth A. Duke; Charles L. Evans; Jerome H. Powell; Sarah Bloom Raskin; Eric S. Rosengren; Jeremy C. Stein; Daniel K. Tarullo; and Janet L. Yellen. Voting against the action was Esther L. George, who was concerned that the continued high level of monetary accommodation increased the risks of future economic and financial imbalances and, over time, could cause an increase in long-term inflation expectations.

<u>Asset Type</u>	<u>Avg Yield</u>	<u>December 31, 2012</u>		<u>September 30, 2012</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.13%	115,308,528.50	115,308,528.50	96,143,983.47	96,143,983.47
Certificates of Deposit	0.65%	49,560,094.22	49,560,094.22	49,565,888.11	49,565,888.11
FHLB Bonds	0.86%	76,509,563.28	77,376,471.65	76,583,431.89	77,544,697.10
FHLMC Bonds	1.06%	78,653,154.70	80,233,684.00	83,948,029.11	85,675,096.00
FNMA Bonds	0.87%	57,617,670.69	58,465,831.18	70,895,889.47	71,803,656.31
Municipal Bonds	0.67%	29,558,995.32	29,512,219.55	9,071,394.41	9,093,593.40
<b>Totals</b>		<b>407,208,006.71</b>	<b>410,456,829.10</b>	<b>386,208,616.46</b>	<b>389,826,914.39</b>

<b>Average Yield (1):</b>		<b>Fiscal Year-to-Date Average Yield (2):</b>	
Total Portfolio	0.75%	Total Portfolio	0.75%

<b>This Quarter:</b>	
Rolling Six Month Treasury Yield	0.14%
Rolling Two Year Treasury Yield	0.27%
TexPool Yield	0.16%

<b>Last 12 Months:</b>	
Rolling Six Month Treasury Yield	0.13%
Rolling Two Year Treasury Yield	0.28%
TexPool Yield	0.13%

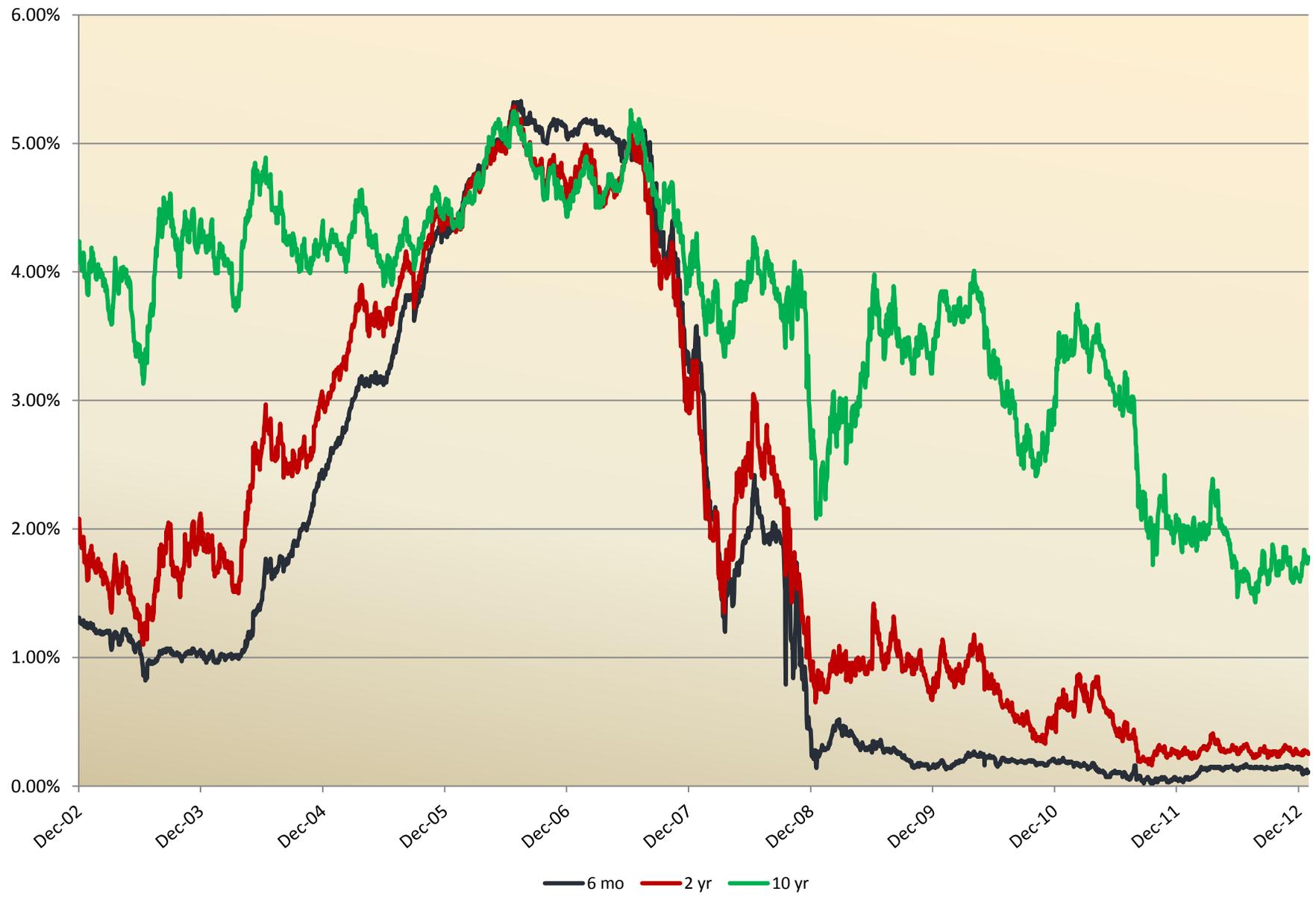
<b>Investment Earnings (3):</b>	
Quarter	\$ 378,472
Fiscal Year To Date	\$ 378,472

(1) Average Yield calculated using quarter end report yields and adjusted book values does not reflect a total return analysis or account for advisory fees.

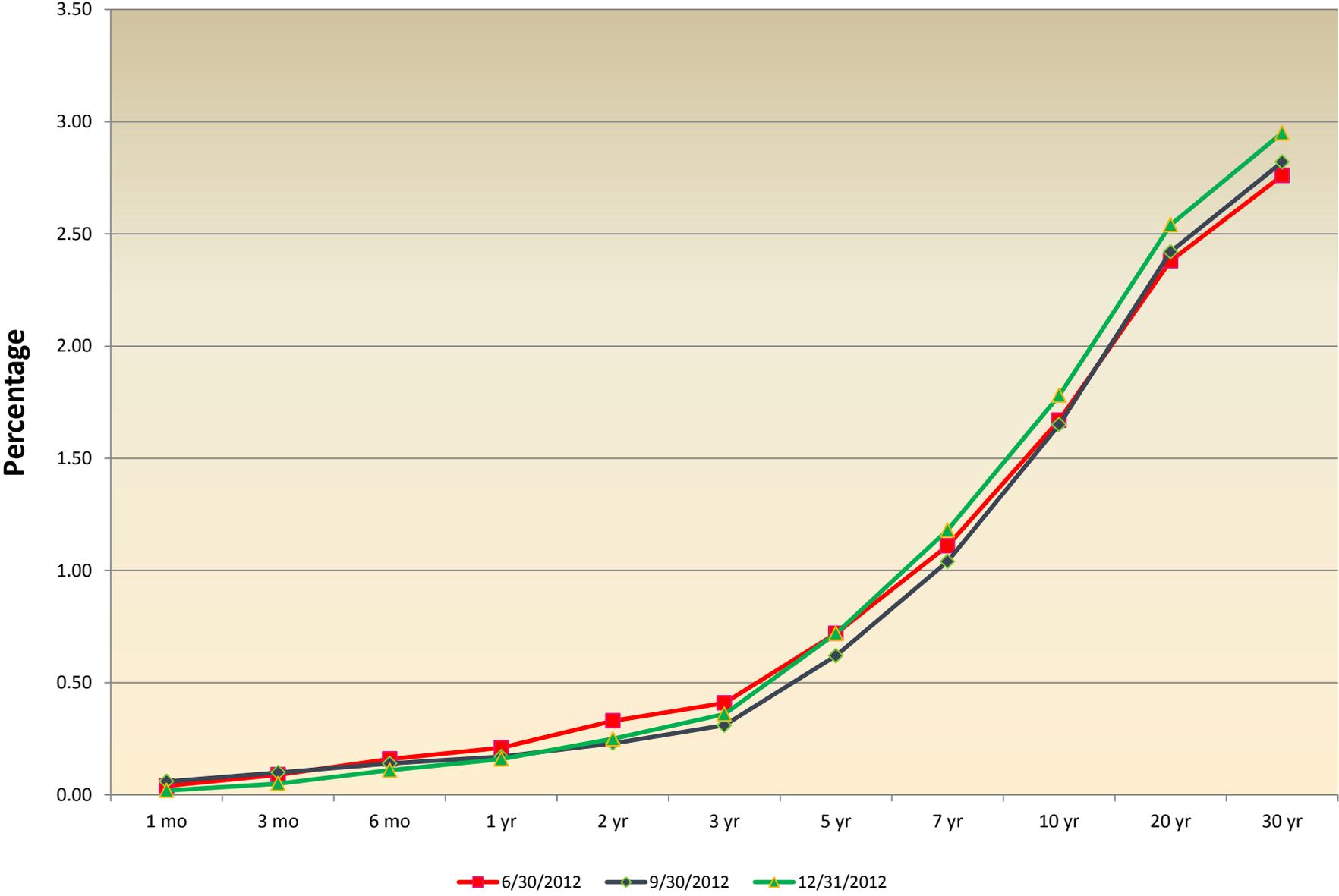
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Interest earnings are obtained from the general ledger - Interest plus/minus Gain or Loss on Investments, Unrealized Gain or Loss and

# US Treasury Historical Yields



# Treasury Yield Curves



# S & P 500





**Detail of Security Holdings**  
**December 31, 2012**

**By Sector**

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
FHLB Bonds	AAA	0.57%	05/15/2015	02/23/2012		4,000,000.00	3,997,880.00	3,998,436.30	1.00	4,019,160.00	28.36	0.57%	2,811.11
FHLB Bonds	AAA	0.60%	05/27/2015	02/21/2012		1,000,000.00	1,045,160.00	1,033,132.65	1.04	1,039,441.00	28.75	0.60%	1,888.89
FHLB Bonds	AAA	0.68%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,595,550.23	1.01	7,694,977.29	36.98	0.68%	21,989.92
FHLMC Bonds	AAA	0.54%	04/11/2013	10/27/2010		3,000,000.00	3,086,610.00	3,009,752.07	1.00	3,013,191.00	3.31	0.54%	11,466.67
FHLMC Bonds	AAA	0.52%	07/15/2013	07/27/2011		7,000,000.00	7,545,050.44	7,148,581.20	1.02	7,164,143.00	6.43	0.52%	145,250.00
FHLMC Bonds	AAA	1.30%	09/27/2013	07/12/2010		15,000,000.00	16,329,150.00	15,305,942.46	1.03	15,437,340.00	8.85	1.30%	161,562.50
FHLMC Bonds	AAA	0.40%	03/21/2014	02/23/2012		5,000,000.00	4,990,100.00	4,994,180.32	1.00	5,007,880.00	14.59	0.40%	4,166.67
FHLMC Bonds	AAA	0.97%	07/28/2014	10/28/2010		11,000,000.00	11,820,710.00	11,344,110.69	1.04	11,464,222.00	18.82	0.97%	140,250.00
FHLMC Bonds	AAA	2.20%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,850,554.22	1.04	13,476,281.00	32.23	2.20%	70,145.83
FHLMC Bonds	AAA	1.64%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,048,120.36	1.04	17,622,829.00	32.23	1.64%	91,729.17
FHLMC Bonds	AAA	0.93%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,951,913.38	1.17	7,047,798.00	42.46	0.93%	149,416.67
FNMA Bonds	AAA	0.66%	08/20/2013	10/27/2010		10,000,000.00	10,164,100.00	10,037,034.24	1.01	10,065,780.00	7.61	0.66%	45,486.11
FNMA Bonds	AAA	0.40%	05/15/2014	02/23/2012		6,000,000.00	6,279,430.18	6,172,062.92	1.03	6,185,970.00	16.39	0.40%	19,166.67
FNMA Bonds	AAA	0.62%	09/16/2014	01/03/2012		15,000,000.00	15,955,350.00	15,603,990.27	1.05	15,711,870.00	20.46	0.62%	131,250.00
FNMA Bonds	AAA	1.93%	04/15/2015	03/29/2011		15,000,000.00	16,786,500.00	16,009,287.89	1.11	16,592,430.00	27.38	1.93%	158,333.33
FNMA Bonds	AAA	0.72%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,545,786.43	1.05	3,575,719.18	37.74	0.72%	23,870.00
FNMA Bonds	AAA	0.89%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,249,508.94	1.06	6,334,062.00	38.66	0.89%	35,566.67
Municipal Bonds	AA2	0.59%	11/01/2013	06/07/2012		80,000.00	80,000.00	80,000.00	1.00	80,045.60	10.00	0.59%	78.67
Municipal Bonds	AA1	0.40%	12/01/2013	06/07/2012		900,000.00	947,862.00	929,582.60	1.03	930,933.00	10.98	0.40%	3,000.00
Municipal Bonds	AAA	0.38%	02/15/2014	12/27/2012		2,000,000.00	2,036,600.00	2,036,247.23	1.02	2,035,980.00	13.48	0.38%	15,111.11
Municipal Bonds	AA2	0.74%	11/01/2014	06/07/2012		550,000.00	550,000.00	550,000.00	1.00	550,995.50	21.97	0.74%	678.33
Municipal Bonds	AA1	0.56%	12/01/2014	06/07/2012		2,750,000.00	2,915,220.00	2,877,512.68	1.05	2,885,795.00	22.95	0.56%	6,875.00
Municipal Bonds	AAA	0.40%	07/01/2015	12/12/2012		1,970,000.00	2,199,918.70	2,195,226.48	1.11	2,190,285.40	29.90	0.40%	49,250.00
Municipal Bonds	AAA	0.43%	07/15/2015	12/10/2012		2,000,000.00	2,235,800.00	2,230,571.07	1.11	2,227,100.00	30.36	0.43%	46,111.11
Municipal Bonds	AAA	0.56%	07/15/2015	12/12/2012		500,000.00	557,035.00	555,888.26	1.11	553,700.00	30.36	0.56%	11,527.78
Municipal Bonds	AA2	1.04%	11/01/2015	06/07/2012		615,000.00	615,000.00	615,000.00	1.00	616,193.10	33.93	1.04%	1,066.00
Municipal Bonds	AA	0.51%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	1,359,111.56	1.14	1,355,314.80	34.39	0.51%	8,363.06
Municipal Bonds	A1	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	3,435,000.00	1.00	3,424,523.25	34.39	0.67%	833.56
Municipal Bonds	AA1	0.76%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,093,070.28	1.10	1,095,440.00	34.92	0.76%	3,333.33
Municipal Bonds	AA2	0.56%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,137,234.76	1.13	1,133,870.00	37.41	0.56%	18,888.89
Municipal Bonds	AAA	0.52%	02/15/2016	12/12/2012		715,000.00	815,729.20	814,079.33	1.13	811,188.95	37.41	0.52%	13,505.56
Municipal Bonds	AA2	0.57%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,144,139.67	1.14	1,139,210.00	39.38	0.57%	10,555.56
Municipal Bonds	AAA	0.56%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,315,916.89	1.16	1,309,579.60	44.92	0.56%	14,125.00
Municipal Bonds	A2	1.25%	11/01/2016	06/07/2012		500,000.00	500,000.00	500,000.00	1.00	502,425.00	45.93	1.25%	1,041.67
Municipal Bonds	A3	0.96%	11/01/2016	05/17/2012		500,000.00	587,895.00	575,592.94	1.15	574,865.00	45.93	0.96%	4,166.67
Municipal Bonds	A1	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	1.00	707,018.00	46.39	0.92%	235.62
Municipal Bonds	A1	0.62%	11/15/2016	12/18/2012		395,000.00	431,241.25	430,911.32	1.09	429,412.40	46.39	0.62%	427.92
Municipal Bonds	AA1	0.91%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,800,501.57	1.12	1,803,876.20	46.92	0.91%	5,366.67
Municipal Bonds	AA	0.72%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,596,852.80	1.09	2,582,408.75	49.87	0.72%	23,750.00
Municipal Bonds	A1	0.79%	11/15/2017	12/18/2012		500,000.00	577,115.00	576,555.88	1.14	572,060.00	58.36	0.79%	722.22
<b>TOTAL</b>						<b>400,858,622.72</b>	<b>411,409,854.48</b>	<b>407,208,006.71</b>		<b>410,456,829.10</b>	<b>13.93</b>	<b>0.75%</b>	<b>2,085,881.28</b>

(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.



**Detail of Security Holdings**  
**December 31, 2012**

**By Maturity**

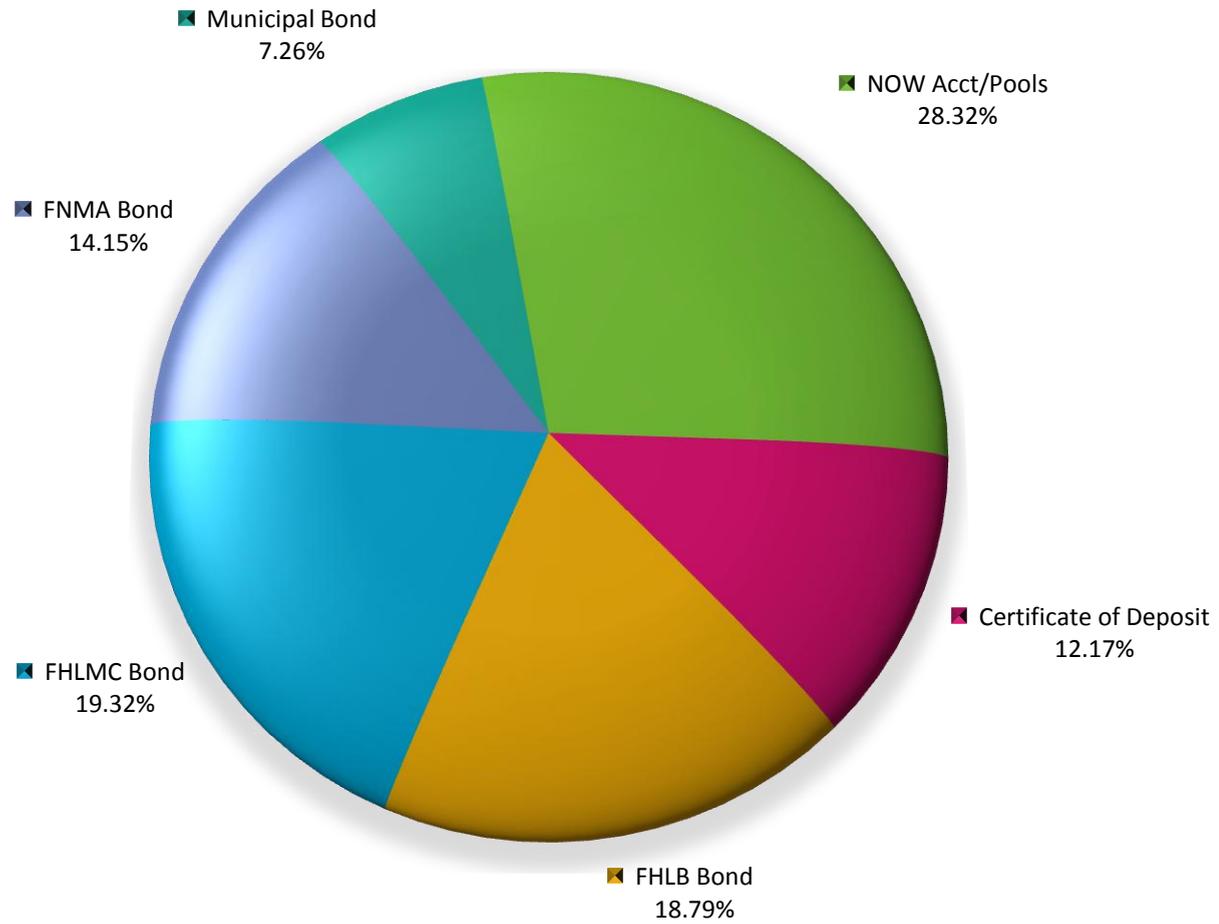
Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Certificate of Deposit		0.60%	03/09/2014	03/09/2012		97,579.62	97,579.62	97,579.62	1.00	97,579.62	28.36	0.60%	476.40
Certificate of Deposit		0.45%	03/11/2014	09/11/2012		245,000.00	245,000.00	245,000.00	1.00	245,000.00	28.75	0.45%	338.54
Certificate of Deposit		0.80%	03/13/2014	10/13/2012		145,000.00	145,000.00	145,000.00	1.00	145,000.00	36.98	0.80%	254.56
FHLB Bonds	AAA	1.63%	03/14/2014	02/15/2011		15,000,000.00	15,335,700.00	15,130,931.97	1.03	15,389,370.00	3.31	1.63%	105,885.42
FHLMC Bonds	AAA	0.40%	03/21/2014	02/23/2012		5,000,000.00	4,990,100.00	4,994,180.32	1.00	5,007,880.00	6.43	0.40%	4,166.67
FNMA Bonds	AAA	0.40%	05/15/2014	02/23/2012		6,000,000.00	6,279,430.18	6,172,062.92	1.03	6,185,970.00	8.85	0.40%	19,166.67
Certificate of Deposit		1.24%	05/31/2014	05/31/2012		245,000.00	245,000.00	245,000.00	1.00	245,000.00	14.59	1.24%	1,784.06
FHLMC Bonds	AAA	0.97%	07/28/2014	10/28/2010		11,000,000.00	11,820,710.00	11,344,110.69	1.04	11,464,222.00	18.82	0.97%	140,250.00
FHLB Bonds	AAA	1.23%	09/12/2014	09/30/2010		10,000,000.00	10,054,542.50	10,023,434.75	1.02	10,186,040.00	32.23	1.23%	41,631.94
FNMA Bonds	AAA	0.62%	09/16/2014	01/03/2012		15,000,000.00	15,955,350.00	15,603,990.27	1.05	15,711,870.00	32.23	0.62%	131,250.00
Municipal Bonds	AA2	0.74%	11/01/2014	06/07/2012		550,000.00	550,000.00	550,000.00	1.00	550,995.50	42.46	0.74%	678.33
Municipal Bonds	AA1	0.56%	12/01/2014	06/07/2012		2,750,000.00	2,915,220.00	2,877,512.68	1.05	2,885,795.00	7.61	0.56%	6,875.00
FHLB Bonds	AAA	2.09%	03/13/2015	02/07/2011		7,565,000.00	7,761,622.75	7,670,479.23	1.05	7,965,521.36	16.39	2.09%	62,411.25
FNMA Bonds	AAA	1.93%	04/15/2015	03/29/2011		15,000,000.00	16,786,500.00	16,009,287.89	1.11	16,592,430.00	20.46	1.93%	158,333.33
FHLB Bonds	AAA	0.57%	05/15/2015	02/23/2012		4,000,000.00	3,997,880.00	3,998,436.30	1.00	4,019,160.00	27.38	0.57%	2,811.11
FHLB Bonds	AAA	0.60%	05/27/2015	02/21/2012		1,000,000.00	1,045,160.00	1,033,132.65	1.04	1,039,441.00	37.74	0.60%	1,888.89
Municipal Bonds	AAA	0.40%	07/01/2015	12/12/2012		1,970,000.00	2,199,918.70	2,195,226.48	1.11	2,190,285.40	38.66	0.40%	49,250.00
Municipal Bonds	AAA	0.43%	07/15/2015	12/10/2012		2,000,000.00	2,235,800.00	2,230,571.07	1.11	2,227,100.00	10.00	0.43%	46,111.11
Municipal Bonds	AAA	0.56%	07/15/2015	12/12/2012		500,000.00	557,035.00	555,888.26	1.11	553,700.00	10.98	0.56%	11,527.78
FHLMC Bonds	AAA	2.20%	09/10/2015	02/03/2011		13,000,000.00	12,744,589.10	12,850,554.22	1.04	13,476,281.00	13.48	2.20%	70,145.83
FHLMC Bonds	AAA	1.64%	09/10/2015	09/27/2010		17,000,000.00	17,088,555.17	17,048,120.36	1.04	17,622,829.00	21.97	1.64%	91,729.17
Municipal Bonds	AA2	1.04%	11/01/2015	06/07/2012		615,000.00	615,000.00	615,000.00	1.00	616,193.10	22.95	1.04%	1,066.00
Municipal Bonds	AA	0.51%	11/15/2015	12/11/2012		1,190,000.00	1,362,335.80	1,359,111.56	1.14	1,355,314.80	29.90	0.51%	8,363.06
Municipal Bonds	A1	0.67%	11/15/2015	12/18/2012		3,435,000.00	3,435,000.00	3,435,000.00	1.00	3,424,523.25	30.36	0.67%	833.56
Municipal Bonds	AA1	0.76%	12/01/2015	06/07/2012		1,000,000.00	1,111,160.00	1,093,070.28	1.10	1,095,440.00	30.36	0.76%	3,333.33
FHLB Bonds	AAA	0.68%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,595,550.23	1.01	7,694,977.29	33.93	0.68%	21,989.92
Municipal Bonds	AA2	0.56%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,137,234.76	1.13	1,133,870.00	34.39	0.56%	18,888.89
Municipal Bonds	AAA	0.52%	02/15/2016	12/12/2012		715,000.00	815,729.20	814,079.33	1.13	811,188.95	34.39	0.52%	13,505.56
FNMA Bonds	AAA	0.72%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,545,786.43	1.05	3,575,719.18	34.92	0.72%	23,870.00
FNMA Bonds	AAA	0.89%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,249,508.94	1.06	6,334,062.00	37.41	0.89%	35,566.67
Municipal Bonds	AA2	0.57%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,144,139.67	1.14	1,139,210.00	37.41	0.57%	10,555.56
FHLMC Bonds	AAA	0.93%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,951,913.38	1.17	7,047,798.00	39.38	0.93%	149,416.67
Municipal Bonds	AAA	0.56%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,315,916.89	1.16	1,309,579.60	44.92	0.56%	14,125.00
Municipal Bonds	A2	1.25%	11/01/2016	06/07/2012		500,000.00	500,000.00	500,000.00	1.00	502,425.00	45.93	1.25%	1,041.67
Municipal Bonds	A3	0.96%	11/01/2016	05/17/2012		500,000.00	587,895.00	575,592.94	1.15	574,865.00	45.93	0.96%	4,166.67
Municipal Bonds	A1	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	1.00	707,018.00	46.39	0.92%	235.62
Municipal Bonds	A1	0.62%	11/15/2016	12/18/2012		395,000.00	431,241.25	430,911.32	1.09	429,412.40	46.39	0.62%	427.92
Municipal Bonds	AA1	0.91%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,800,501.57	1.12	1,803,876.20	46.92	0.91%	5,366.67
Municipal Bonds	AA	0.72%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,596,852.80	1.09	2,582,408.75	49.87	0.72%	23,750.00
Municipal Bonds	A1	0.79%	11/15/2017	12/18/2012		500,000.00	577,115.00	576,555.88	1.14	572,060.00	58.36	0.79%	722.22
<b>TOTAL</b>						<b>400,858,622.72</b>	<b>411,409,854.48</b>	<b>407,208,006.71</b>		<b>410,456,829.10</b>	<b>13.93</b>	<b>0.75%</b>	<b>2,085,881.28</b>

(1) (2)

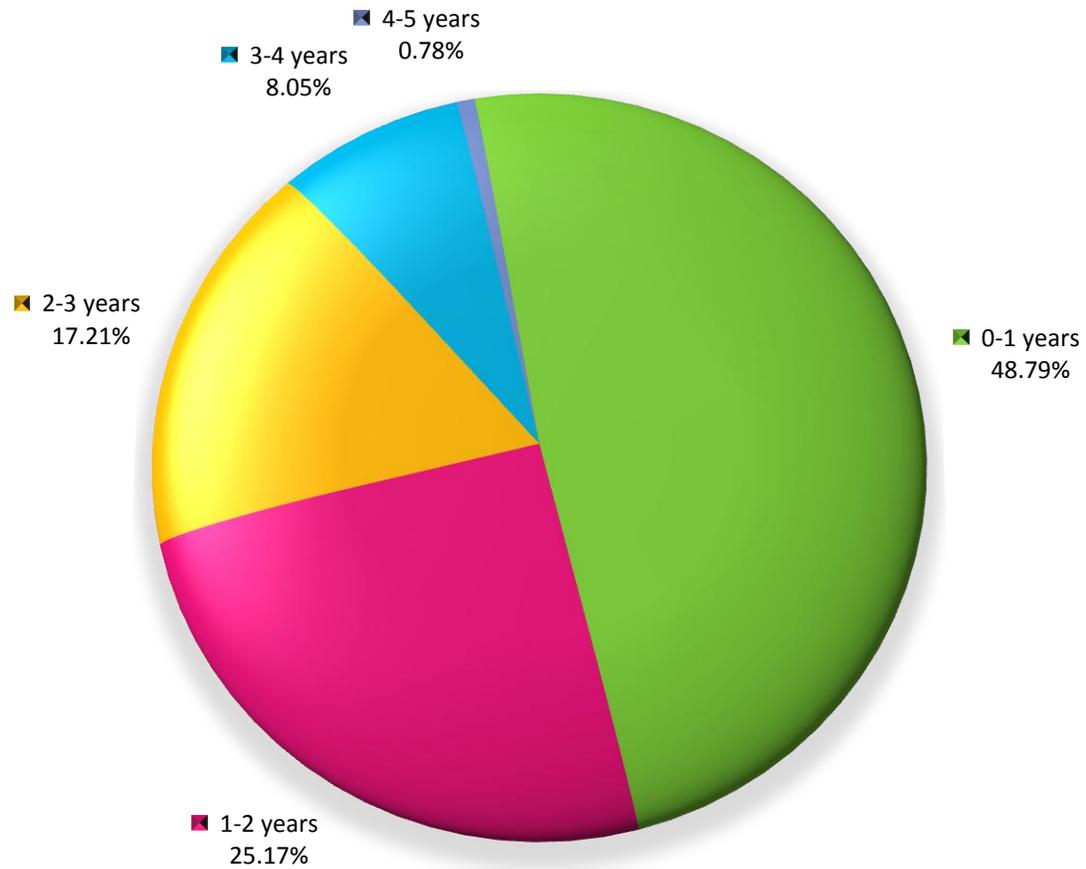
(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

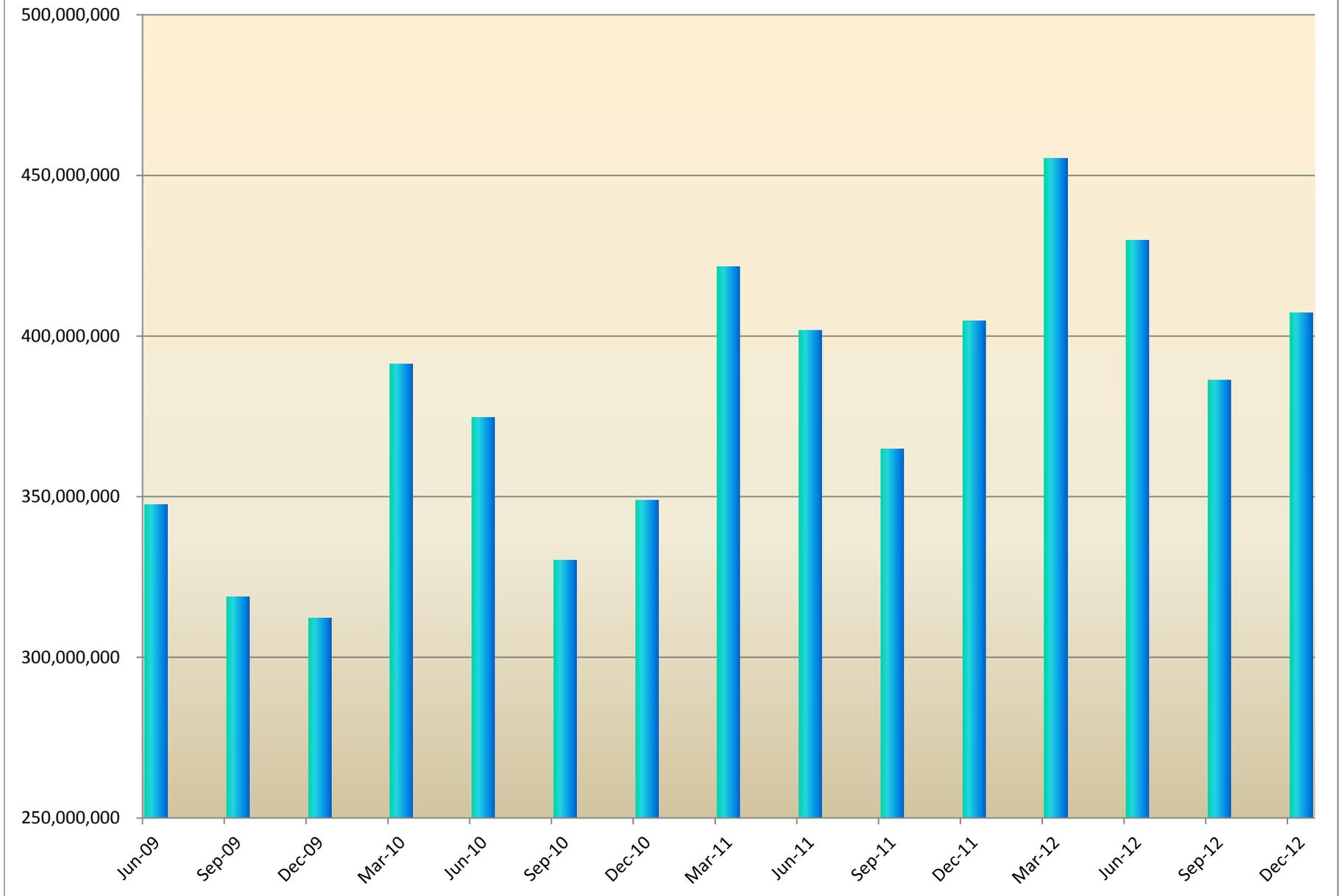
## Portfolio Composition 12/31/12



## Portfolio Maturities 12/31/12



## Quarter End Book Value





## Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	September 30, 2012				December 31, 2012	
			Par Value	Adjusted Book Value	Purchase/ Adjustment	Maturity/Call/ Adjustment	Par Value	Adjusted Book Value
FHLB Bond	1.63%	03/14/14	15,000,000.00	15,158,433.66	-	(27,501.69)	15,000,000.00	15,130,931.97
FHLB Bond	1.23%	09/12/14	10,000,000.00	10,026,912.17	-	(3,477.42)	10,000,000.00	10,023,434.75
FHLB Bond	2.09%	03/13/15	7,565,000.00	7,682,579.09	-	(12,099.86)	7,565,000.00	7,670,479.23
FHLB Bonds	0.57%	05/15/15	4,000,000.00	3,998,272.26	164.04	-	4,000,000.00	3,998,436.30
FHLB Bonds	0.60%	05/27/15	1,000,000.00	1,036,656.59	-	(3,523.94)	1,000,000.00	1,033,132.65
FHLB Bonds	0.68%	02/02/16	7,590,000.00	7,596,002.91	-	(452.68)	7,590,000.00	7,595,550.23
FHLMC Bond	0.39%	11/30/12	5,000,000.00	4,999,908.50	-	(4,999,908.50)	-	-
FHLMC Bond	0.54%	04/11/13	3,000,000.00	3,018,635.15	-	(8,883.08)	3,000,000.00	3,009,752.07
FHLMC Bond	0.52%	07/15/13	7,000,000.00	7,218,323.40	-	(69,742.20)	7,000,000.00	7,148,581.20
FHLMC Bond	1.30%	09/27/13	15,000,000.00	15,410,189.51	-	(104,247.05)	15,000,000.00	15,305,942.46
FHLMC Bond	0.40%	03/21/14	5,000,000.00	4,992,977.15	1,203.17	-	5,000,000.00	4,994,180.32
FHLMC Bond	0.97%	07/28/14	11,000,000.00	11,399,264.32	-	(55,153.63)	11,000,000.00	11,344,110.69
FHLMC Bond	2.20%	09/10/15	13,000,000.00	12,836,567.43	13,986.79	-	13,000,000.00	12,850,554.22
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,052,623.99	-	(4,503.63)	17,000,000.00	17,048,120.36
FHLMC Bond	0.93%	07/18/16	6,000,000.00	7,019,539.66	-	(67,626.28)	6,000,000.00	6,951,913.38
FNMA Bond	0.38%	10/30/12	13,000,000.00	13,001,297.17	-	(13,001,297.17)	-	-
FNMA Bond	0.66%	08/20/13	10,000,000.00	10,051,720.23	-	(14,685.99)	10,000,000.00	10,037,034.24
FNMA Bond	0.40%	05/15/14	6,000,000.00	6,203,722.50	-	(31,659.58)	6,000,000.00	6,172,062.92
FNMA Bond	0.62%	09/16/14	15,000,000.00	15,693,040.12	-	(89,049.85)	15,000,000.00	15,603,990.27
FNMA Bond	1.93%	04/15/15	15,000,000.00	16,120,490.87	-	(111,202.98)	15,000,000.00	16,009,287.89
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,556,639.91	-	(10,853.48)	3,410,000.00	3,545,786.43
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,268,978.67	-	(19,469.73)	6,000,000.00	6,249,508.94
Municipal Bonds	0.59%	11/01/13	80,000.00	80,000.00	-	-	80,000.00	80,000.00
Municipal Bonds	0.40%	12/01/13	900,000.00	937,706.78	-	(8,124.18)	900,000.00	929,582.60
Municipal Bonds	0.38%	02/15/14	-	-	2,036,247.23	-	2,000,000.00	2,036,247.23
Municipal Bonds	0.74%	11/01/14	550,000.00	550,000.00	-	-	550,000.00	550,000.00
Municipal Bonds	0.56%	12/01/14	2,750,000.00	2,894,271.49	-	(16,758.81)	2,750,000.00	2,877,512.68
Municipal Bonds	0.40%	07/01/15	-	-	2,195,226.48	-	1,970,000.00	2,195,226.48
Municipal Bonds	0.43%	07/15/15	-	-	2,230,571.07	-	2,000,000.00	2,230,571.07
Municipal Bonds	0.56%	07/15/15	-	-	555,888.26	-	500,000.00	555,888.26
Municipal Bonds	1.04%	11/01/15	615,000.00	615,000.00	-	-	615,000.00	615,000.00
Municipal Bonds	0.51%	11/15/15	-	-	1,359,111.56	-	1,190,000.00	1,359,111.56
Municipal Bonds	0.67%	11/15/15	-	-	3,435,000.00	-	3,435,000.00	3,435,000.00
Municipal Bonds	0.76%	12/01/15	1,000,000.00	1,101,110.16	-	(8,039.88)	1,000,000.00	1,093,070.28
Municipal Bonds	0.56%	02/15/16	-	-	1,137,234.76	-	1,000,000.00	1,137,234.76
Municipal Bonds	0.52%	02/15/16	-	-	814,079.33	-	715,000.00	814,079.33
Municipal Bonds	0.57%	04/15/16	-	-	1,144,139.67	-	1,000,000.00	1,144,139.67
Municipal Bonds	0.56%	10/01/16	-	-	1,315,916.89	-	1,130,000.00	1,315,916.89
Municipal Bonds	1.25%	11/01/16	500,000.00	500,000.00	-	-	500,000.00	500,000.00
Municipal Bonds	0.96%	11/01/16	500,000.00	580,556.93	-	(4,963.99)	500,000.00	575,592.94
Municipal Bonds	0.92%	11/15/16	-	-	710,000.00	-	710,000.00	710,000.00
Municipal Bonds	0.62%	11/15/16	-	-	430,911.32	-	395,000.00	430,911.32
Municipal Bonds	0.91%	12/01/16	1,610,000.00	1,812,749.05	-	(12,247.48)	1,610,000.00	1,800,501.57
Municipal Bonds	0.72%	03/01/17	-	-	2,596,852.80	-	2,375,000.00	2,596,852.80
Municipal Bonds	0.79%	11/15/17	-	-	576,555.88	-	500,000.00	576,555.88
<b>TOTAL</b>			<b>\$ 380,779,871.58</b>	<b>\$ 386,208,616.46</b>	<b>\$ 40,109,970.38</b>	<b>\$ (19,110,580.13)</b>	<b>\$ 400,858,622.72</b>	<b>\$ 407,208,006.71</b>



## Market Value Comparison

Security Description	Coupon/ Yield	Maturity Date	September 30, 2012		Qtr to Qtr Change (1)	December 31, 2012	
			Par Value	Market Value		Par Value	Market Value
FHLB Bond	1.23%	09/12/14	10,000,000.00	10,213,020.00	(26,980.00)	10,000,000.00	10,186,040.00
FHLB Bond	2.09%	03/13/15	7,565,000.00	8,008,778.03	(43,256.67)	7,565,000.00	7,965,521.36
FHLB Bond	0.57%	05/15/15	4,000,000.00	4,019,284.00	(124.00)	4,000,000.00	4,019,160.00
FHLB Bond	0.60%	05/27/15	1,000,000.00	1,043,059.00	(3,618.00)	1,000,000.00	1,039,441.00
FHLB Bond	0.68%	02/02/16	7,590,000.00	7,683,911.07	11,066.22	7,590,000.00	7,694,977.29
FHLMC Bond	0.39%	11/30/12	5,000,000.00	5,002,250.00	(5,002,250.00)	-	-
FHLMC Bond	0.54%	04/11/13	3,000,000.00	3,024,165.00	(10,974.00)	3,000,000.00	3,013,191.00
FHLMC Bond	0.52%	07/15/13	7,000,000.00	7,238,833.00	(74,690.00)	7,000,000.00	7,164,143.00
FHLMC Bond	1.30%	09/27/13	15,000,000.00	15,582,870.00	(145,530.00)	15,000,000.00	15,437,340.00
FHLMC Bond	0.40%	03/21/14	5,000,000.00	5,006,755.00	1,125.00	5,000,000.00	5,007,880.00
FHLMC Bond	0.97%	07/28/14	11,000,000.00	11,529,903.00	(65,681.00)	11,000,000.00	11,464,222.00
FHLMC Bond	2.20%	09/10/15	13,000,000.00	13,510,432.00	(34,151.00)	13,000,000.00	13,476,281.00
FHLMC Bond	1.64%	09/10/15	17,000,000.00	17,667,488.00	(44,659.00)	17,000,000.00	17,622,829.00
FHLMC Bond	0.93%	07/18/16	6,000,000.00	7,112,400.00	(64,602.00)	6,000,000.00	7,047,798.00
FNMA Bond	0.66%	08/20/13	13,000,000.00	13,003,562.00	(13,003,562.00)	-	-
FNMA Bond	0.40%	05/15/14	10,000,000.00	10,089,340.00	(23,560.00)	10,000,000.00	10,065,780.00
FNMA Bond	0.62%	09/16/14	6,000,000.00	6,216,414.00	(30,444.00)	6,000,000.00	6,185,970.00
FNMA Bond	1.93%	04/15/15	15,000,000.00	15,809,190.00	(97,320.00)	15,000,000.00	15,711,870.00
FNMA Bond	0.72%	02/25/16	15,000,000.00	16,751,955.00	(159,525.00)	15,000,000.00	16,592,430.00
FNMA Bond	0.89%	03/24/16	3,410,000.00	3,583,197.31	(7,478.13)	3,410,000.00	3,575,719.18
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,349,998.00	(15,936.00)	6,000,000.00	6,334,062.00
Municipal Bonds	0.59%	11/01/13	80,000.00	80,043.20	2.40	80,000.00	80,045.60
Municipal Bonds	0.40%	12/01/13	900,000.00	939,105.00	(8,172.00)	900,000.00	930,933.00
Municipal Bonds	0.38%	02/15/14	-	-	2,035,980.00	2,000,000.00	2,035,980.00
Municipal Bonds	0.74%	11/01/14	550,000.00	551,358.50	(363.00)	550,000.00	550,995.50
Municipal Bonds	0.56%	12/01/14	2,750,000.00	2,896,355.00	(10,560.00)	2,750,000.00	2,885,795.00
Municipal Bonds	0.40%	07/01/15	-	-	2,190,285.40	1,970,000.00	2,190,285.40
Municipal Bonds	0.43%	07/15/15	-	-	2,227,100.00	2,000,000.00	2,227,100.00
Municipal Bonds	0.56%	07/15/15	-	-	553,700.00	500,000.00	553,700.00
Municipal Bonds	1.04%	11/01/15	615,000.00	617,423.10	(1,230.00)	615,000.00	616,193.10
Municipal Bonds	0.51%	11/15/15	-	-	1,355,314.80	1,190,000.00	1,355,314.80
Municipal Bonds	0.67%	11/15/15	-	-	3,424,523.25	3,435,000.00	3,424,523.25
Municipal Bonds	0.76%	12/01/15	1,000,000.00	1,104,310.00	(8,870.00)	1,000,000.00	1,095,440.00
Municipal Bonds	0.56%	02/15/16	-	-	1,133,870.00	1,000,000.00	1,133,870.00
Municipal Bonds	0.52%	02/15/16	-	-	811,188.95	715,000.00	811,188.95
Municipal Bonds	0.57%	04/15/16	-	-	1,139,210.00	1,000,000.00	1,139,210.00
Municipal Bonds	0.56%	10/01/16	-	-	1,309,579.60	1,130,000.00	1,309,579.60
Municipal Bonds	1.25%	11/01/16	500,000.00	502,730.00	(305.00)	500,000.00	502,425.00
Municipal Bonds	0.96%	11/01/16	500,000.00	582,550.00	(7,685.00)	500,000.00	574,865.00
Municipal Bonds	0.92%	11/15/16	-	-	707,018.00	710,000.00	707,018.00
Municipal Bonds	0.62%	11/15/16	-	-	429,412.40	395,000.00	429,412.40
Municipal Bonds	0.91%	12/01/16	1,610,000.00	1,819,718.60	(15,842.40)	1,610,000.00	1,803,876.20
Municipal Bonds	0.72%	03/01/17	-	-	2,582,408.75	2,375,000.00	2,582,408.75
Municipal Bonds	0.79%	11/15/17	-	-	572,060.00	500,000.00	572,060.00
<b>TOTAL</b>			<b>\$ 380,779,871.58</b>	<b>\$ 389,826,914.39</b>	<b>\$ 20,629,914.71</b>	<b>\$ 400,858,622.72</b>	<b>\$ 410,456,829.10</b>

Book Value Allocation						
	September 30, 2012		December 31, 2012		Previous Quarter Comparison	
	% Equity in Treasury Pool	Book Value Fund Allocation	% Equity in Treasury Pool	Book Value Fund Allocation	Book Value Change (%)	Book Value Change (\$)
General Fund	14.30%	55,234,100.67	14.46%	58,866,783.87	0.15%	3,632,683.20
Debt Service Funds	0.57%	2,188,306.18	3.69%	15,011,542.51	3.12%	12,823,236.33
Capital Projects Funds	35.84%	138,431,870.22	33.62%	136,889,349.32	-2.23%	(1,542,520.90)
Enterprise Funds	17.28%	66,741,840.11	16.99%	69,189,424.60	-0.29%	2,447,584.49
Special Revenue Funds	13.94%	53,831,284.08	13.59%	55,352,964.06	-0.35%	1,521,679.98
Internal Service Funds	17.24%	66,565,177.14	16.81%	68,455,099.38	-0.42%	1,889,922.24
Fiduciary Funds	0.83%	3,216,038.07	0.85%	3,442,773.88	0.01%	226,735.81
<b>Totals</b>	<b>100.00%</b>	<b>386,208,616.46</b>	<b>100.00%</b>	<b>407,207,937.62</b>		<b>20,999,321.16</b>

Market Value Allocation						
	September 30, 2012		December 31, 2012		Previous Quarter Comparison	
	% Equity in Treasury Pool	Market Value Fund Allocation	% Equity in Treasury Pool	Market Value Fund Allocation	Market Value Change (%)	Market Value Change (\$)
General Fund	14.30%	55,751,576.00	14.46%	59,336,450.04	0.15%	3,584,874.04
Debt Service Funds	0.57%	2,208,807.90	3.69%	15,131,311.47	3.12%	12,922,503.57
Capital Projects Funds	35.84%	139,728,805.93	33.62%	137,981,515.26	-2.23%	(1,747,290.68)
Enterprise Funds	17.28%	67,367,128.76	16.99%	69,741,449.53	-0.29%	2,374,320.78
Special Revenue Funds	13.94%	54,335,616.76	13.59%	55,794,595.37	-0.35%	1,458,978.61
Internal Service Funds	17.24%	67,188,810.67	16.81%	69,001,265.52	-0.42%	1,812,454.86
Fiduciary Funds	0.83%	3,246,168.37	0.85%	3,470,241.91	0.01%	224,073.53
<b>Totals</b>	<b>100.00%</b>	<b>389,826,914.39</b>	<b>100.00%</b>	<b>410,456,829.10</b>		<b>20,629,914.71</b>

Allocations are based upon fund equity in the Treasury Pool at the end of the period.



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		February 25, 2013		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas approving the settlement of the lawsuit styled <u>Richard T. Naibert v. City of Plano</u>, Case Number 416-04912-2012, in the 416<sup>th</sup> District Court of Collin County, Texas, in the amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00); authorizing the City Manager or his authorized designee to execute any and all documents necessary to settle such lawsuit; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	900,000	0
Encumbered/Expended Amount		0	-186,222	0
This Item		0	-60,000	0
BALANCE		0	653,778	0
<b>FUND(S):    PROPERTY &amp; LIABILITY LOSS FUND</b>				
<p><b>COMMENTS:</b> This item, in the amount of \$60,000, to fully resolve the settlement of the lawsuit styled Richard T. Naibert v. City of Plano, will be paid out of the 2012-13 Property &amp; Liability Loss Fund's Judgements &amp; Damages.</p> <p><b>STRATEGIC GOAL PLAN:</b> The settlement of the lawsuit relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This Resolution authorizes the settlement of the lawsuit entitled <u>Richard T. Naibert v. City of Plano</u>, Case Number 416-04912-2012 in the 416<sup>th</sup> District Court of Collin County, Texas.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas approving the settlement of the lawsuit styled Richard T. Naibert v. City of Plano, Case Number 416-04912-2012, in the 416<sup>th</sup> District Court of Collin County, Texas, in the amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00); authorizing the City Manager or his authorized designee to execute any and all documents necessary to settle such lawsuit; and providing an effective date.**

**WHEREAS**, there is pending in the 416<sup>TH</sup> District Court of Collin County, a lawsuit styled, Richard T. Naibert v. City of Plano, Case Number 416-04912-2012 (“Lawsuit”); and

**WHEREAS**, the parties agreed to settle this Lawsuit for the amount of **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)** and other good and valuable consideration subject to approval of the City Council; and

**WHEREAS**, a settlement of this Lawsuit is not an admission of fault or liability, but a decision to avoid future expenses and litigation; and

**WHEREAS**, the City Council of the City of Plano hereby finds that it is in the public interest to accept this settlement offer and that the City Manager or his authorized designee shall be authorized to execute any and all documents necessary to consummate the settlement.

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

**Section I.** City Council approves the settlement of this Lawsuit in the amount of **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)**.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute any and all documents necessary to consummate the settlement.

**Section III.** This Resolution shall become effective immediately after its passage.

**DULY PASSED AND APPROVED** this the 25<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/13		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): <b>Alice Snyder, X7515</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, authorizing the City Manager, or his authorized designee, to enter into a Joint Election Agreement with the Plano Independent School District, Collin County Community College District and the Frisco Independent School District for the purpose of conducting a joint election on May 11, 2013; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact. <b>STRATEGIC PLAN GOAL:</b> Entering a Joint Election Agreement with PISD, CCCCD and FISD relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Exhibit A - Joint Election Agreement				

**A Resolution of the City Council of the City of Plano, Texas, authorizing the City Manager, or his authorized designee, to enter into a Joint Election Agreement with the Plano Independent School District, Collin County Community College District and the Frisco Independent School District for the purpose of conducting a joint election on May 11, 2013; and providing an effective date.**

**WHEREAS**, the City of Plano, the Plano Independent School District, the Collin County Community College District and the Frisco Independent School District have determined that, for the convenience of the citizens of Plano, the General Elections of the City, Schools and College and the Special Elections of the City to be held on May 11, 2013, 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 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, 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 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 25<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
**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 Frisco Independent School District (FISD) (the Schools), and the Board of Trustees of the Collin County Community College District (Collin College) (the College), 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, Schools and College do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Elections of the parties and the Special Elections of the City to be held on Saturday, May 11, 2013, for the purposes of establishing the terms and conditions for sharing expenses associated with the elections to be held on that date, 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 where City ballots are available with the following exceptions:
  - a. FISD and the College shall be responsible for early voting expenses at Preston Ridge Campus of Collin College.
  - b. PISD and the College shall be responsible for early voting expenses at Murphy Municipal Complex and Renner Frankford Branch Library.
2. City, PISD and the College shall divide equally the election day expenses for Collin County voter polling locations located within the City. FISD shall also pay a pro-rata share of expenses for three election day polling locations at: Bethany Elementary School, Robinson Middle School and Tom Muehlenbeck Recreation Center.

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 11, 2013. 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 11, 2013, Joint Elections; however, the entity will be liable to Collin County Elections Administrator for any contract preparation fees.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and executed by its authorized representative.

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

Attest: \_\_\_\_\_  
Diane Zucco, City Secretary

Approved as to form: \_\_\_\_\_  
Diane C. Wetherbee, City Attorney

**APPROVED BY THE TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and executed by its authorized representative.

By: \_\_\_\_\_  
Richard Matkin, Superintendent of Schools

Attest: \_\_\_\_\_  
Tammy Richards, President Board of Trustees

**APPROVED BY THE TRUSTEES OF THE FRISCO INDEPENDENT SCHOOL DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and executed by its authorized representative.

By: \_\_\_\_\_  
Jeremy Lyon, Superintendent of Schools

Attest: \_\_\_\_\_  
Renée Ehmke, President Board of Trustees

**APPROVED BY THE TRUSTEES OF THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2013, and executed by its authorized representative.

By: \_\_\_\_\_  
Dr. Cary A. Israel, President

Attest: \_\_\_\_\_  
Kim Davison, Vice President



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/13		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): <b>Alice Snyder, Ext. 7515</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City Council of the City of Plano, Texas, ordering an election to be held on May 11, 2013, for the purpose of electing four (4) Members of Council, Place No. 2 (District 2), Place No. 4 (District 4), Place No. 6 (Mayor) and Place No. 8 to the City Council to hold office for a period of four 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>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(S):    N/A</b>				
<p><b>COMMENTS:</b> This item has no fiscal impact.  <b>STRATEGIC PLAN GOAL:</b> Holding an election relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>An ordinance ordering an election to be held on May 11, 2013 for the purpose of electing four Members of Council, Place No. 2 (District 2), Place No. 4 (District 4), Place No. 6 (Mayor) and Place No. 8 to hold office for a period of four years; designating locations of polling places and ordering notices of election to be given as prescribed by law in connection with such election.</p>				
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 11, 2013, for the purpose of electing four (4) Members of Council, Place No. 2 (District 2), Place No. 4 (District 4), Place No. 6 (Mayor) and Place No. 8 to the City Council to hold office for a period of four 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 11, 2013, for the purpose of electing four (4) City Council Members to fill the following expiring terms on the Plano City Council: Place No. 2 (District 2), Place No. 4 (District 4), Place No. 6 (Mayor) and Place No. 8, each such term being for a period of four (4) years.

**Section II.** The filing deadline for candidates for Place No. 2 (District 2), Place No. 4 (District 4), Place No. 6 (Mayor) and Place No. 8 shall be March 1, 2013.

**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 2013 General Election are as follows:

<b>COLLIN COUNTY ELECTION PRECINCTS</b>	<b>POLLING PLACE</b>
52, 61, 68, 103 and 141;	Armstrong Middle School - 3805 Timberline Drive, Plano, TX 75074
34, 107, 119, 121, 135, 139 and 197;	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
21, 54, 62 and 66;	Carpenter Middle School – 3905 Rainier 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
90, 116, 137 and 176;	Tom Muehlenbeck Recreation Center – 5801 West Parker Road, Plano, TX 75093
26, 49, 67, 72 and 138.	Wilson Middle School - 1001 Custer Road, Plano, TX 75075
<b>DENTON COUNTY ELECTION PRECINCTS</b>	<b>POLLING PLACE</b>
2020	Christopher A. Parr Library - 6200 Windhaven Parkway, Plano, TX 75093

Polling places on May 11, 2013 shall be open from 7:00 a.m. until 7:00 p.m.

**Section IV.** Votes for said election shall be cast by Collin County voters utilizing touch-screen devices with Diebold's ACCUVOTE TS R7v.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. Votes for said election shall be cast by Denton County voters utilizing the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1).

**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 Collin/Denton County Election Administrators' decisions to include ballots at additional locations throughout the counties.

<b>COLLIN COUNTY EARLY VOTING DATES AND TIMES</b>						
<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<i>April 28</i>	<i>April 29</i> Early Voting 8 am-5 pm	<i>April 30</i> Early Voting 8 am-5 pm	<i>May 1</i> Early Voting 8 am-5 pm	<i>May 2</i> Early Voting 8 am-7 pm	<i>May 3</i> Early Voting 8 am-5 pm	<i>May 4</i> Early Voting 8 am-5 pm
<i>May 5</i>	<i>May 6</i> Early Voting 7 am-7 pm	<i>May 7</i> Early Voting 7 am-7 pm	<i>May 8</i>	<i>May 9</i>	<i>May 10</i>	<i>May 11</i> <b>Election Day</b> 7 am-7 pm

<b>COLLIN COUNTY</b>		
<b>Main Early Voting Location</b>		
Collin County Elections Office	2010 Redbud Boulevard Suite 102	McKinney, TX 75069
<b>COLLIN COUNTY</b>		
<b>Temporary Branch Early Voting Locations</b>		
Carpenter Park Recreation Center	6701 Coit Road	Plano, TX 75024
Christopher A. Parr Library	6200 Windhaven Parkway	Plano, TX 75093
Collin College - Spring Creek Campus	2800 E. Spring Creek Parkway	Plano, TX 75074
Collin College – Preston Ridge Campus	9700 Wade Boulevard	Frisco, TX 75035
Maribelle M. Davis Library	7501-B Independence Parkway	Plano, TX 75025
Haggard Library	2501 Coit Road	Plano, TX 75075
Harrington Library	1501 18 <sup>th</sup> Street	Plano, TX 75074
Plano Independent School District Administration Center	2700 West 15 <sup>th</sup> Street	Plano, TX 75075
Murphy Municipal Complex	206 North Murphy Road	Murphy, TX 75094
Renner Frankford Branch Library	6400 Frankford Road	Dallas, TX 75252

<b>DENTON COUNTY EARLY VOTING DATES AND TIMES</b>						
<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
<i>April 28</i>	<i>April 29</i> Early Voting 8 am-5 pm	<i>April 30</i> Early Voting 8 am-5 pm	<i>May 1</i> Early Voting 8 am-5 pm	<i>May 2</i> Early Voting 8 am-5 pm	<i>May 3</i> Early Voting 8 am-5 pm	<i>May 4</i> Early Voting 8 am-5 pm
<i>May 5</i>	<i>May 6</i> Early Voting 7 am-7 pm	<i>May 7</i> Early Voting 7 am-7 pm	<i>May 8</i>	<i>May 9</i>	<i>May 10</i>	<i>May 11</i> <b>Election Day</b> 7 am-7 pm
<b>DENTON COUNTY Main Early Voting Location</b>						
Denton County Elections Office			701 Kimberly Drive, Suite A101		Denton, TX 76208	
<b>DENTON COUNTY Temporary Branch Early Voting Location</b>						
Christopher A. Parr Library			6200 Windhaven Parkway		Plano, TX 75093	

Applications for ballots by mail shall be mailed to the corresponding county address below and must be received no later than the close of business on Friday, May 3, 2013:

<b>COLLIN COUNTY</b>	<b>DENTON COUNTY</b>
Sharon Rowe, Early Voting Clerk Elections Administrator Collin County Elections Administration 2010 Redbud Boulevard – Suite 102 McKinney, TX 75069	Frank Phillips, Early Voting Clerk, Elections Administrator Denton County Elections Administration 701 Kimberly Drive - Suite A101 Denton, TX 76208

**Section VI.** 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 VII.** This ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 25<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
**Phil Dyer, MAYOR**

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/13		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): <b>Alice Snyder, X7515</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, amending Ordinance No. 2013-2-8, ordering a Special Election to be held in conjunction with the General Election in and throughout the City of Plano, Texas, on Saturday, May 11, 2013, for the purpose of approving the legal sale of all alcoholic beverages for off-premise consumption only, by amending the lists of early voting and election day polling locations for Denton County residents; and providing a repealer clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(S):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact. <b>STRATEGIC PLAN GOAL:</b> Ordering a Special Election to be held in conjunction with the General Election relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
Amending Ordinance No. 2013-2-8 to amend the lists of early voting and election day polling locations for Denton County residents.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas, amending Ordinance No. 2013-2-8, ordering a Special Election to be held in conjunction with the General Election in and throughout the City of Plano, Texas, on Saturday, May 11, 2013, for the purpose of approving the legal sale of all alcoholic beverages for off-premise consumption only, by amending the lists of early voting and election day polling locations for Denton County residents; and providing a repealer clause, and an effective date.**

**WHEREAS**, on February 11, 2013, by Ordinance No. 2013-2-8, the City Council ordered a Special Election to be held on Saturday, May 11, 2013, for the purpose of approving the legal sale of all alcoholic beverages for off-premise consumption only; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and

**WHEREAS**, the Denton County Elections Administrator has agreed to amend their list of polling locations and provide early voting and election day ballots at Christopher A. Parr Library (6200 Windhaven Parkway, Plano, TX 75093); and

**WHEREAS**, the City Council of the City of Plano hereby finds and determines that amending the lists of early voting and election day locations for Denton County residents would be in the best interest of serving the citizens of the City of Plano.

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

**Section I.** Section II. "Denton County Election Precincts" of Ordinance No. 2013-2-8 is amended to read as follows:

DENTON COUNTY ELECTION PRECINCTS	POLLING PLACE
2020	Christopher A. Parr Library - 6200 Windhaven Parkway, Plano, TX 75093

**Section II.** Section IV. Denton County Early Voting Locations of Ordinance No. 2013-2-8 is amended to read as follows:

<b>DENTON COUNTY Main Early Voting Location</b>		
Denton County Elections Office	701 Kimberly Drive, Suite A101	Denton, TX 76208
<b>DENTON COUNTY Temporary Branch Early Voting Location</b>		
Christopher A. Parr Library	6200 Windhaven Parkway	Plano, TX 75093

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

**Section V.** This ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 25<sup>TH</sup> day of February, 2013.

\_\_\_\_\_  
**Phil Dyer, MAYOR**

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		February 25, 2013		
Department:		City Manager's Office - Development		
Department Head		Frank F. Turner		
Agenda Coordinator (include phone #): <b>Sherry Jackson - Ext. 7122</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, supporting the Cotton Belt Project to include filing of legislation to form a special district; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(s):    N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Supporting the Cotton Belt Project to include filing of legislation to form a special district relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
Resolution supporting the Cotton Belt Project to include filing of legislation to form a special district.				
List of Supporting Documents: Memo and Resolution			Other Departments, Boards, Commissions or Agencies	

# Memorandum

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**To:** Bruce G. Glasscock, City Manager  
**From:** Frank F. Turner, Deputy City Manager  
**Date:** 2/15/2013  
**Re:** Cotton Belt Legislation

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A public/private partnership as provided by Subchapter A of Chapter 2267 of the Texas Government Code is proposed as the means for implementing the Cotton Belt Regional Passenger Rail Service. Plano and other affected jurisdictions and authorities have been asked to approve a resolution supporting legislation to create a special district establishing broad powers necessary to undertake the design, financing, development and operation of the rail service. The district would cover the entire 62 mile corridor and cross portions of 13 municipalities. The district is required create a single governmental entity to form a partnership with a private entity (most likely a consortium) to undertake the project. The district would be responsible for securing public revenue for the project through various means, including subarea property assessment districts and tax increment finance districts surrounding many Cotton Belt stations. Only a preliminary draft of the proposed bill has been prepared. We are unaware of any member of the legislature who has agreed to introduce the proposed bill.

The resolution recommended for council approval supports introduction and deliberation of legislation to create a district, but does not endorse a specific bill. Should the legislature approve the creation of the proposed district, Plano retains complete discretion on participation in the district and commitment of financial resources. Thus far, only Richardson, Addison, Coppell and DART have approved resolutions in support of legislation. Other cities are scheduled to consider a resolution during the coming weeks.

**A Resolution of the City Council of the City of Plano, Texas, supporting the Cotton Belt Project to include filing of legislation to form a special district; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City of Plano supports the development and operation of the Cotton Belt Regional Passenger Rail Service; and

**WHEREAS**, the creation of a public private partnership as provided by Subchapter A of Chapter 2267 of the Texas Government Code may be feasible as a near term means of financing the development and operation of the Cotton Belt Regional Rail Passenger Service; and

**WHEREAS** the participation of multiple political jurisdictions and authorities is required to create such a public private partnership; and

**WHEREAS**, legislation is required to establish a special district as the foundation of the public private partnership; and

**WHEREAS**, the details of such legislation are dependent on development of consensus among the affected political jurisdictions, authorities and private entities.

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

**Section I.** The City of Plano supports the introduction and deliberation of legislation to form the district, whose authorization should be limited to those powers essential to the public private partnership as uniformly supported by the affected political jurisdictions, authorities and private entities.

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

**DULY PASSED AND APPROVED** this the 25<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/13		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): <b>T. Stuckey - 7156</b>				
<b>CAPTION</b>				
<b>A Resolution of the City Council of the City of Plano, Texas accepting and approving the "Downtown Plano Vision and Strategy Update" as a guide for the development of future policies and projects related to the continued revitalization of Downtown Plano and the DART Rail Corridor; and providing an effective date. Applicant: City of Plano</b>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s):     N/A</b>				
<b>COMMENTS:</b> This item has no financial impact.				
STRATEGIC PLAN GOAL: Accepting and approving the "Downtown Plano Vision and Strategy Update" as it relates to the City's Goals of Exciting Urban Centers and Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The Downtown Plano Vision and Strategy Update builds upon the recommendations of the 1999 Downtown Plano Transit Village Plan to renew the vision and develop strategies for the Downtown area's continued revitalization. The update sets forth goals for additional housing, commercial development and improvements to the economic vitality of Downtown Plano, surrounding neighborhoods and the DART rail corridor, and recommends infrastructure projects and other actions to further these goals.				
List of Supporting Documents: Memo Resolution Downtown Plano Vision and Strategy Update		Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission		

February 14, 2013

**MEMO**

**TO:** Bruce D. Glasscock, City Manager  
Frank F. Turner, Deputy City Manager

**FROM:** Phyllis M. Jarrell, Director of Planning

**SUBJECT:** Updated Vision and Strategy Plan for Downtown Plano

At its January 14th meeting, City Council reviewed a draft of a vision and strategy plan for Downtown Plano. The new document is an update to the 1999 Downtown Plano Transit Village Plan and includes strategies for the Downtown area's continued revitalization. Staff has presented the draft plan to the Planning & Zoning Commission and the Historic Downtown Plano Association for review and comment. The plan and its recommendations were well received by both groups. The Commission voted unanimously to forward the plan to City Council for adoption.

The plan recognizes ample opportunities for additional infill and redevelopment projects in the immediate downtown area and along the entire DART rail corridor. The prospect of a new rail station on DART's future Cotton Belt line just south of downtown further expands downtown's potential.

The updated plan includes several goals for the next 10 years, including:

- Develop 1,000 units of housing within one-half mile of the Downtown Plano Station and a total of 2,000 units within the Plano DART rail corridor.
- Diversify non-residential use and develop or revitalize 150,000 square feet of non-residential space within ½ mile of the Downtown Plano Station and a total of 500,000 square feet of non-residential space within the DART rail corridor.
- Use redevelopment opportunities to remove blighted and underperforming commercial buildings.
- Improve streets, trails and sidewalks to create a pedestrian-friendly environment and better connections among neighborhoods, mixed-use centers and transit stations.
- Improve the physical condition and economic vitality of neighborhoods within the DART rail corridor.
- Continue the economic and tax base growth required to provide public improvements, services and reinvestment incentives.

To assist in accomplishing these goals, the plan recommends several projects and actions that the city can take. These are listed below, along with funding estimates and a notation as to whether or not funding is available. Funding is already programmed through various sources for most of the projects. There may be future contributions from the city through the creation of a Public Improvement District and the extension of Tax Increment Finance District #2. Adoption of the plan does not obligate the city to these expenditures.

- 15th Street Gateway - Reconstruct 15th Street from G Avenue to US 75, adding a bike lane, streetscaping, and relocating overhead utilities. \$4.3 million. Funded.
- Improve the US 75/15th Street overpass, add lighting and artwork noting Downtown Plano. Estimated Cost - \$500,000. Funded.
- 18th Street Improvements - Reconstruct portions of 18th Street east and west of G Avenue to realign lanes and remove the median strip. Estimated Cost - \$1.2 million; part of larger reconstruction project. Funded.
- 14th Street Reconstruction - Rebuild 14th Street from F Avenue to U.S. 75 and add sidewalks and street lighting. Estimated Cost - \$300,000. Funded.
- McCall Plaza - Modify and repair the McCall Plaza to improve the DART pedestrian crossing, remove the water wall, re-landscape, replace cap stones and create a stage for entertainment events. Estimated Cost - \$1.5 million. Funded.
- 12th Street Station - Secure designation of the proposed 12th Street Cotton Belt/Red Line Station. Purchase and develop three acres of land for parking for use by commuters and area businesses. Estimated purchase price - \$1 million to \$1.5 million. Funded.
- Transit Village Veloweb - Construct the planned hike and bike trail connecting the four DART stations. Add bike racks and lockers at rail stations and other activity nodes. Includes sidewalk, street trees and ornamental street lights along J Avenue from 12th Street to 18th Street. Estimated Cost -- \$4.0 million. Partially funded.
- Municipal Center South Redevelopment - Relocate the Parks and Recreation Department and redevelop the site, including other non-historical properties within the block as a mixed-use project. A large public parking garage would be a part of the project. Estimated cost - \$2 million for parking improvements. Does not include relocation of staff. Funded.
- 18th and K Redevelopment - Assemble and redevelop the block located at the southeast corner of 18th Street and K Avenue as a master planned mixed-use development. This project would include a large parking garage devoted to public parking and municipal use. Estimated Cost - \$1.5 million, primarily for land acquisition. Funded.
- Parker Road Station - Continue to pursue urban mixed-use development at the Parker Road Station. Efforts should focus on city and county-owned property along Park Boulevard. Estimated Cost - \$2.6 million, including land acquisition and perimeter improvements. Funded.

- Downtown Business Government Zoning District - Modify and expand the Downtown Business Government district to include the 12th Street Station and south couplet corridor. Estimated Cost - staff time.
- Public Improvement District - Establish a public improvement district for the management, maintenance and promotion of downtown. Estimated Cost - staff time to establish district.
- Neighborhood Empowerment Zone - Expand Neighborhood Empowerment Zone #1 to apply to the 12th Street Station area and the Vendome and Haggard Additions. Add incentives to attract uses including offices, primary medical services, lodging, and artist studios and galleries. Estimated Cost - \$100,000 in waived fees over a 10 year period.
- TIF District - Expand the duration of TIF District 2 beyond 2014, but eliminating the participation of the Plano Independent School District, as required by law. Estimated Cost - \$500,000 annual property tax contribution by the City.

Please let me know if you have questions or need additional information.

**A Resolution of the City Council of the City of Plano, Texas accepting and approving the “Downtown Plano Vision and Strategy Update” as a guide for the development of future policies and projects related to the continued revitalization of Downtown Plano and the DART Rail Corridor; and providing an effective date.**

**WHEREAS**, the City Council recognizes that updated policies and programs are needed to continue the revitalization of Downtown Plano as a distinctive and vibrant urban center; and

**WHEREAS**, the potential for a new rail station on DART’s future Cottonbelt rail line in the vicinity of 12th Street and K Avenue further expands Downtown Plano’s potential; and

**WHEREAS**, the document “Downtown Plano Vision and Strategy Update” includes several goals for new housing and commercial space, improvements to streets, sidewalks, trails and other public infrastructure, revitalization of adjacent neighborhoods, and continuation of economic and tax base growth in the downtown area and along the rail corridor; and

**WHEREAS**, the “Downtown Plano Vision and Strategy Update” also includes recommended projects and programs to assist in the implementation of the various goals; and

**WHEREAS**, the City Council, having been presented the “Downtown Plano Vision and Strategy Update” document, upon full review and consideration thereof and all matters attendant and related thereto, is of the opinion that this document should be approved, adopted and utilized as a guiding document for matters related to the continued revitalization of Downtown Plano.

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

**Section I.** The “Downtown Plano Vision and Strategy Update”, a copy of which is attached hereto as Exhibit “A” having been reviewed by the City Council of the City of Plano and found to be in the best interest of the City of Plano and its citizens, is hereby approved and adopted.

**Section II.** The “Downtown Plano Vision and Strategy Update” shall be utilized by City Council, city staff and other city personnel, departments, boards and commissions as a guiding document for matters related to the continued revitalization of Downtown Plano.

**Section III.** This resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED THIS THE 25TH DAY OF FEBRUARY, 2013**

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

# DOWNTOWN PLANO

Vision & Strategy Update  
February 2013



Photo/Mike Newman



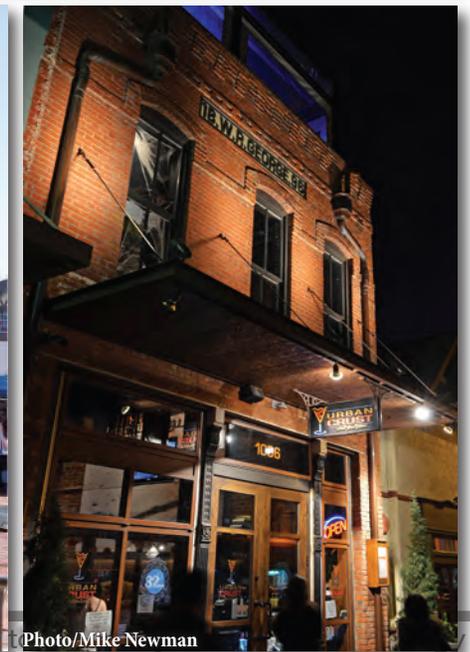
Photo/Mike Newman



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## Historic Downtown Plano and Great Places

Across America, people are searching for places with the warmth and feel towns had a hundred years ago – Places which are vibrant, diverse and personally important - Places where they can live and walk to the park, shops and restaurants - Places to be with family, visit friends and meet new people – Places offering excitement, celebration and spontaneity – Places for quiet conversation or simply to read a book. Fortunately, we have such a special place – Historic Downtown Plano.

Once sleepy and nearly forgotten, Downtown Plano has reawakened and transformed into an exciting urban center with shopping, restaurants, entertainment and nightlife. In 2002, the Dallas Area Rapid Transit light rail station opened in downtown and provided the spark for renewed interest and reinvestment. Following the vision and strategies outlined in the 1999 Downtown Plano Transit Village Plan, developers and small business owners and the City of Plano have revived the heart of the city and created a vibrant, distinctive and authentic place of regional importance. Downtown Plano is ready for continued growth, with ample opportunities for redevelopment and infill projects to add new housing, businesses, shopping and entertainment. The prospect of a new rail station on DART's future Cotton Belt line just south of Downtown Plano even further expands downtown's potential.

### A Decade of Change:

- Light rail and bus service
- Nearly 1,000 dwelling units built or under construction
- Over 70,000 square feet of new commercial space, new shops, restaurants and offices
- New elementary school
- An exciting arts scene, including galleries, studios and two theaters
- An expanded downtown park and improved streetscape
- New and restored homes in surrounding historic neighborhoods



**RECENT, ON-GOING, AND PLANNED IMPROVEMENTS**

**PROJECT KEY**

- A - Eastside Village I & II
- B - 15th Street Village
- C - Lexington Park at Rice Field
- D - Courtyard Theater & Cox Building
- E - Haggard Park Expansion
- F - SoCo 15 Mixed Use
- G - Icehouse Mixed Use
- H - Mendenhall Elementary
- I - Holt Lunsford Industrial Renovation
- J - 15th Street Reconstruction
- K - Various Downtown Renovations

\*\*See Appendix for individual project information sheets



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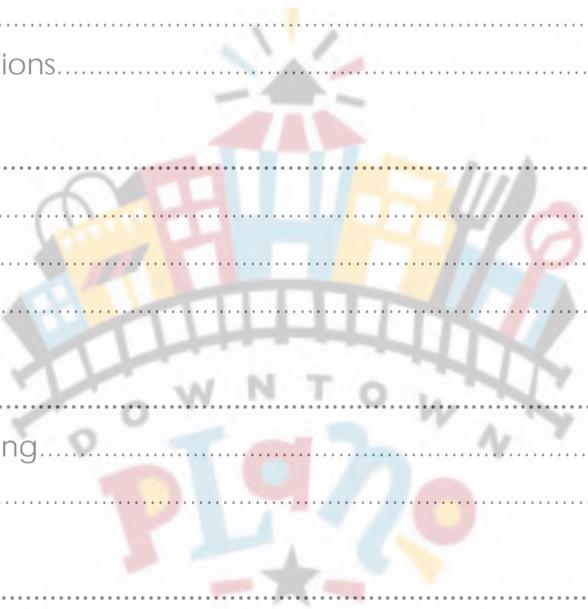
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Photo/Mike Newman



Photo/Mike Newman

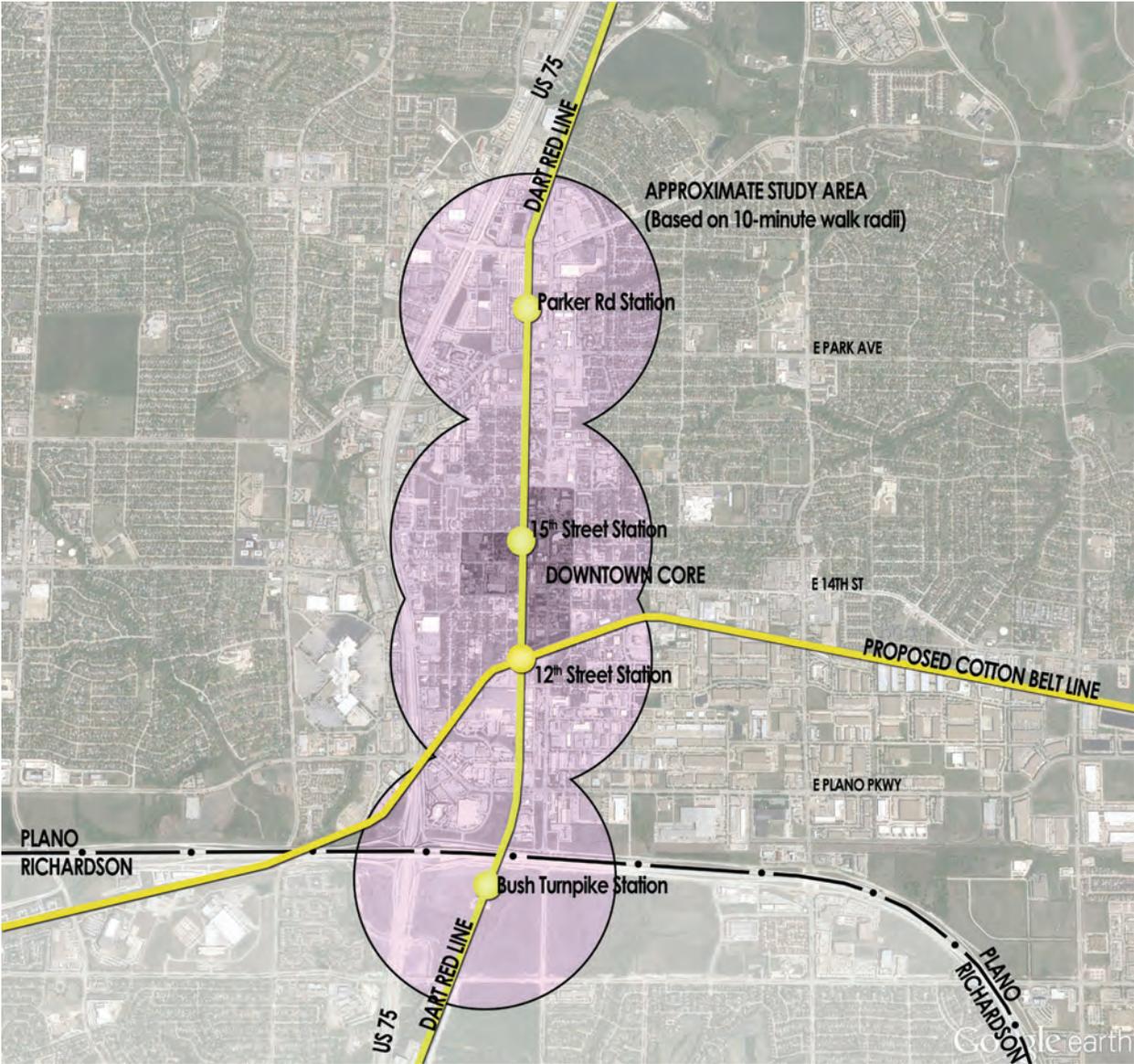
An aerial, isometric-style illustration of a city street grid, rendered in a light blue monochrome. The streets are labeled with names such as 'COLLEGE ST', 'W. MECHANIC', 'WATER ST', 'COFFEY ST', and 'RESIDENCE'. The buildings are small, uniform structures, and a prominent church with a tall steeple is visible on the left side. The overall scene depicts a well-organized urban layout.

# The Vision

### STUDY AREA

With the coming of Dallas Area Rapid Transit's Red Light Rail line, planning and reinvestment for Downtown Plano focused on the area within one-half mile (walking distance) of the station. This area contains downtown's historic commercial core and the sites with greatest potential for redevelopment. But opportunity for growth extends the entire two and a half mile DART corridor from the Bush Turnpike to Parker Road Stations. With the addition of the proposed 12th Street Station, the entire corridor is within walking distance of one of four DART stations. No place outside of Downtown Dallas is better served by transit.

This report expands the study area to the full corridor, while still concentrating on downtown and the proposed 12th Street Station. Tremendous urban infill and redevelopment opportunities exist at all four stations. Great neighborhoods, including Douglass, Vendome, Haggard Park, Old Town and the Haggard Addition, add diversity and character to the area. Street, bike trail and sidewalk improvements can make the corridor more accessible, walkable and unified.



### INVESTING DOWNTOWN IS SMART

Investing in Downtown Plano is smart business. Developers and small businesses have infused more than \$72 million in new construction and renovation in the area since 1999. Property values in Tax Increment Finance District #2, which includes downtown as well as a larger area, have increased \$144 million in the same timeframe. Downtown offers many advantages that have contributed to its success and which continue to attract investors.

#### Inclusive

Downtown offers a broad range of goods and services needed for daily living. In or within walking distance of Downtown Plano there are restaurants, personal and business services, a grocery, vegetable and meat markets, theaters and art galleries, a park, post office, library and new elementary school. No other urban center in the region can match the diversity and completeness of Downtown Plano.

#### Connected

Downtown Plano’s location near U.S. 75 and the President George Bush Turnpike provides excellent access to the metropolitan area. DART’s Red Line and the future Cotton Belt Line provide rail service to other urban and employment centers, and soon to Dallas-Fort Worth International Airport.

#### Employment

The core of Downtown Plano contains several thousand jobs related to municipal administration, public safety, education, telecommunications and general business and services. Tens of thousands of jobs are located within three miles of downtown in the Research Technology District and Telecom Corridor. Plano alone has more than 140,000 locally-based jobs tied to international corporate, headquarters, hospitals and medical technology and a wide variety of business enterprises. All of this makes Downtown Plano a strong urban market for housing, restaurants and services, and small to mid-size businesses.



Photo/Mike Newman



Photo/Mike Newman

**Favorable Demographic and Economic Trends**

The Dallas-Fort Worth metropolitan area’s population is projected to grow to 9.8 million by 2035, with jobs increasing to 6.1 million. Collin County, which encompasses most of the city of Plano, is one of the fastest growing counties in the country with a population expected to increase from 783,000 in 2010 to 1.4 million by 2035. Plano is a major employment center with a diverse, well-educated population of 265,000 and 141,500 jobs. These favorable trends ensure that Plano will continue to attract new residents, many of whom will be looking for the more urban lifestyle that Downtown Plano can offer.

**Choice**

The initial Downtown Plano Transit Village Plan recommended adding 1,000 housing units within one-quarter mile of the rail station. To date, 463 apartments, 27 for-sale townhouses and 33 condominium units have been constructed, along with numerous single-family homes on infill lots in surrounding neighborhoods. Construction has started on more than 300 additional apartments and townhouses. Looking to the next 10 years, an additional 1,000 housing units should be built downtown, with potentially 1,000 more units within the Plano DART corridor. New housing should offer a wide range of options and prices.

**Incentives**

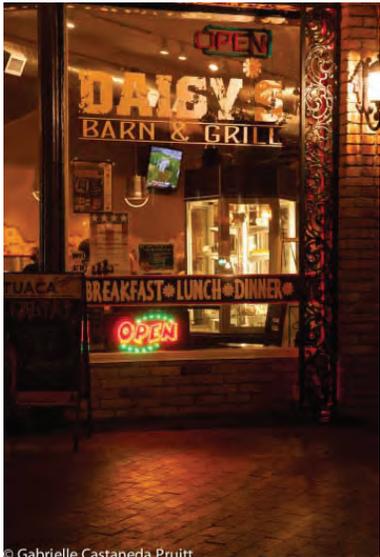
The City of Plano continues to provide a wide range of economic incentives and a favorable regulatory environment to stimulate redevelopment, infill, restoration and adaptive-reuse projects. All major projects are conducted through public-private partnership agreements.



*Variety of housing types is essential component of choice...*



*...as is choice in transportation mode and route.*



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Photo/Mike Newman



*Plano’s incentive program are designed to give new life to old buildings.*

### EXPANDING THE VISION

Strong developer interest in downtown and planned public improvements offer the opportunity for continuing downtown’s success and expanding the vision for transit oriented development within the entire corridor. A summary of some of the major opportunities and needed initiatives follows.

#### 15<sup>th</sup> Street Gateway

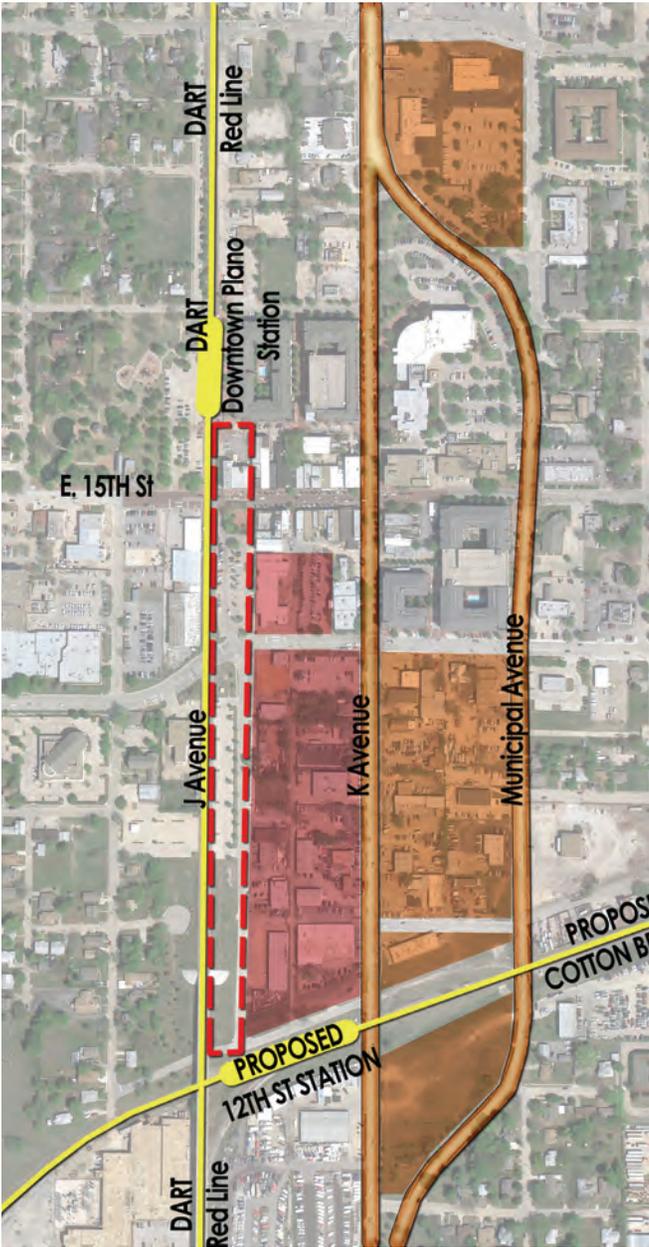
Downtown Plano is only one-half mile from U.S. 75, yet it remains physically and economically disconnected from the city’s most heavily travelled commercial corridor.

Beginning in 2013, 15th Street west of G Avenue will be reconstructed to improve traffic operations, add a bike lane, relocate overhead utilities and greatly improve the streetscape. The plan is to also improve the underpass below U.S. 75 with a wider pedestrian walkway, better lighting and downtown-themed artwork.

The new 15th Street Gateway will connect downtown to the U.S. 75 corridor and attract new business to downtown. The improvements will also greatly enhance the sense of entry to existing and planned residential development located only blocks away.



Photo/Mike Newman



**Downtown Couplet**

K Avenue is the major arterial street running north-south through Downtown Plano. This heavily travelled route extends from McKinney to Dallas and is vital to downtown’s commercial success. Through downtown, K Avenue splits into a one-way couplet to reduce the impact on downtown properties and provide a more pedestrian-friendly environment. Initial downtown reinvestment focused on the historical core along 15th Street. Now interest is shifting to sites along the couplet. These sites are generally larger and have much greater exposure to regional traffic.

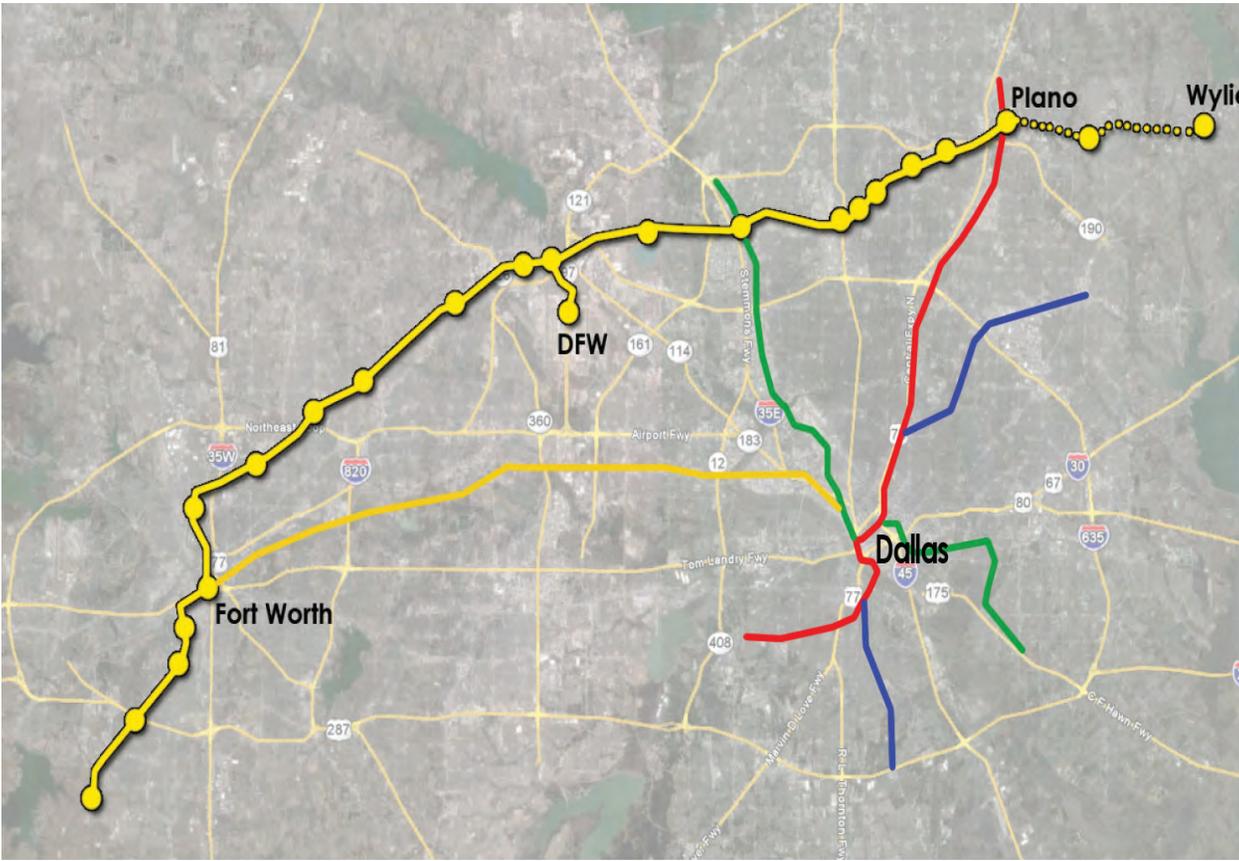
North Couplet - A major opportunity for northern expansion of downtown is the block north of the Municipal Center, which is mostly used for surface parking. The city hopes to partner with one or more developers to assemble, master plan and redevelop the property. This six acre site is ideal for urban mixed-use development, with a significant non-residential component. Successful development of the site would likely lead to redevelopment of the shopping center at the northeast corner of 18th and K Avenue.

South Couplet - Couplet sites south of 14th Street also have great potential. The area is currently occupied with commercial and auto related uses. Land is subdivided into small lots and ownership is fragmented. This area has not caught the attention of developers. However, the recent completion of the Ice House (a four-story mixed use building) on 14th Street marks the start of the southern expansion of downtown to the planned 12th Street DART station. This area is well suited for small infill projects. The addition of public parking and assistance with street and utility improvements may well be the needed catalyst. Bold, more edgy architecture should be encouraged to give the area a distinctive character.

J Avenue - J Avenue parallels the couplet between K Avenue and the DART Red Line. Between 12th Street and 18th Street, J Avenue presents a special opportunity to create a pedestrian-oriented environment well suited for small scale mixed-use. Public parking and streetscape improvements are essential in this area as well. The grid street pattern could be improved by adding new mews streets between J and K Avenues, including 12th Place, 13th Street and 17th Street.



Planned Cotton Belt Line



Cotton Belt Line

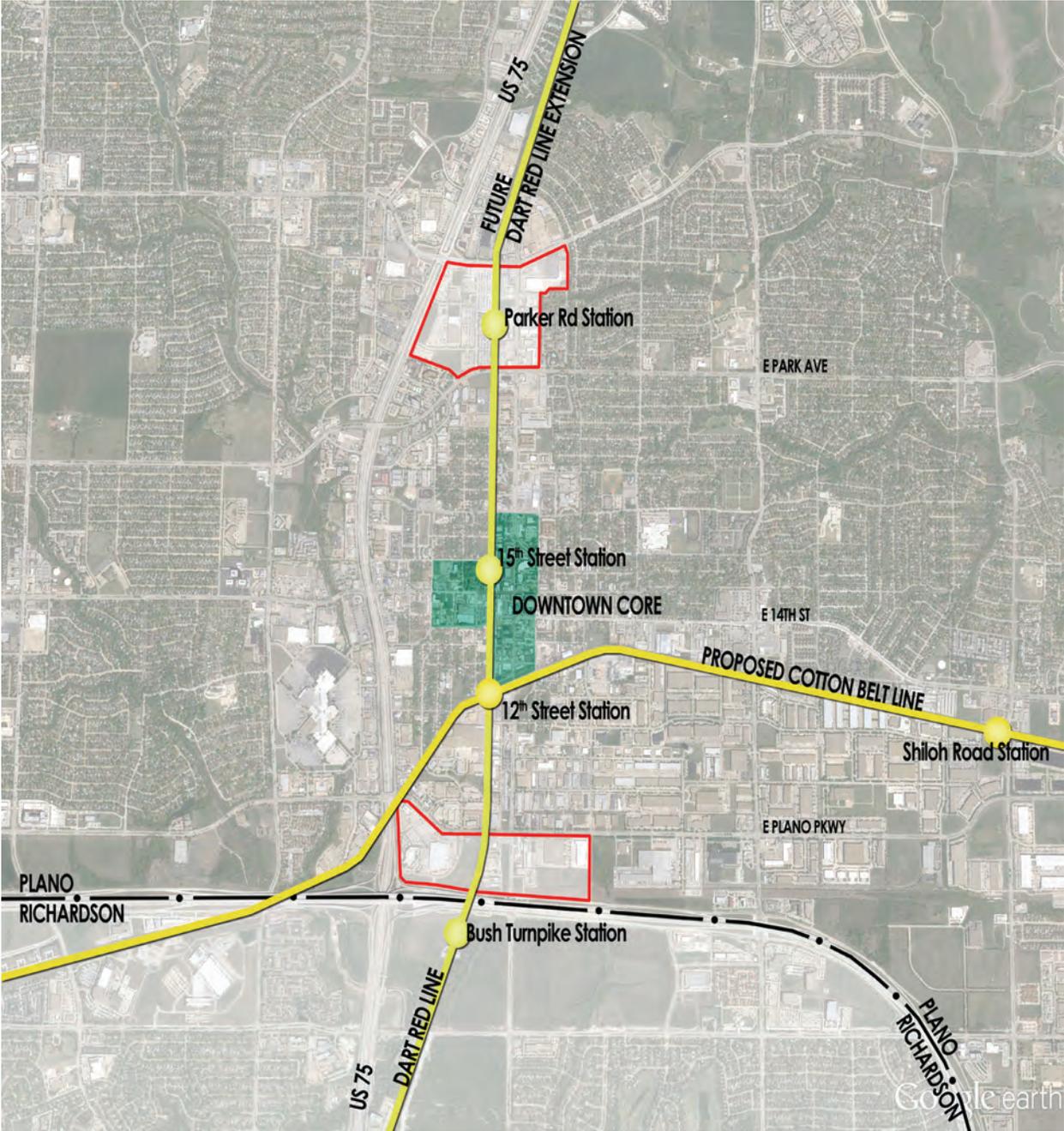
DART's planned Cotton Belt Line will extend passenger rail from Fort Worth through Addison and North Dallas to Plano and provide an important link to Dallas-Fort Worth International Airport. The proposed station at 12th Street and K Avenue, where the Cotton Belt Line crosses the Red Line, is approximately 0.4 miles south of the core of Downtown Plano.

The new rail station will anchor the south side of downtown and act as a magnet for new development. This area offers many development opportunities and is well suited for infill projects, including townhomes, live/work space and small offices and studios.

There is sufficient land for the station platform. Approximately three acres are needed for parking. The city should immediately purchase and develop land for station parking. Even if the Cotton Belt rail line is not developed for many years, the added parking will help stimulate private development at the southern end of the couplet.

Proposed 12th Street Station Plan and Renderings





Underdeveloped areas near DART stations

**Parker Road Station**

The DART Red Line ends at the Parker Road Station, approximately 1 mile north of downtown. The station has strong ridership with heavy parking demand. The best opportunity for transit-oriented development is at the southern end of the station along Park Boulevard. This area is well suited to a variety of uses including multi-family, office, medical, entertainment and retail. During the next 10 years, 8 to 15 acres in this area could redevelop. Streetscape improvements along K Avenue and development of a hike and bike trail to downtown would strengthen the northern K Avenue corridor.

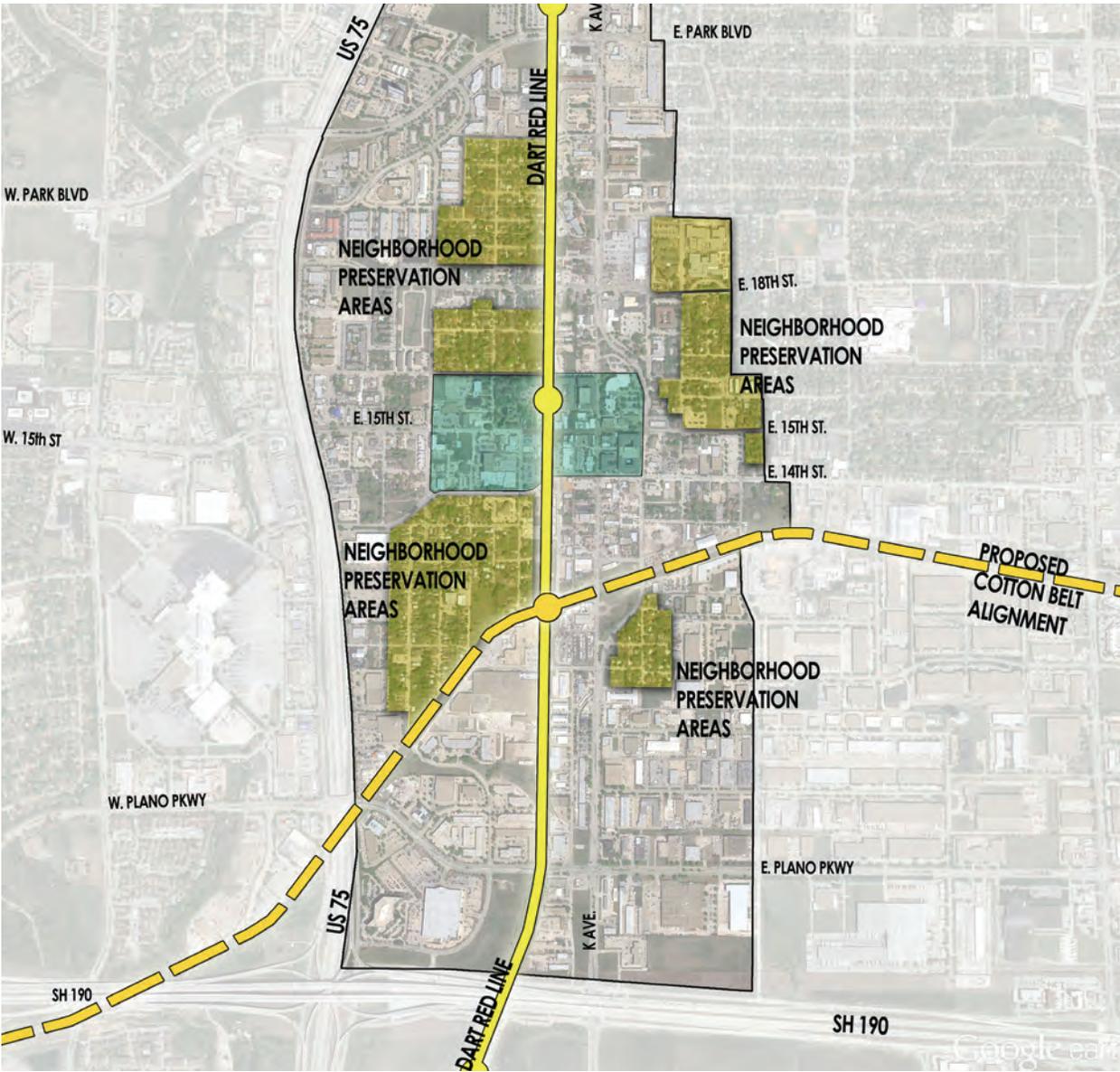
**Bush Turnpike Station**

The Bush Turnpike Station serves both Richardson and Plano. While the platform is located in Richardson on the south side of the Bush Turnpike, it is within walking distance of vacant and underdeveloped property in Plano south of Plano Parkway. This area may be suitable to mixed-use development. Commercial uses may find market support from heavy commuter traffic. Successful residential use in this area will require imaginative design and amenities.



Opportunity exists around stations for development similar to the Eastside Village in Downtown Plano

### GENERAL RECOMMENDATIONS

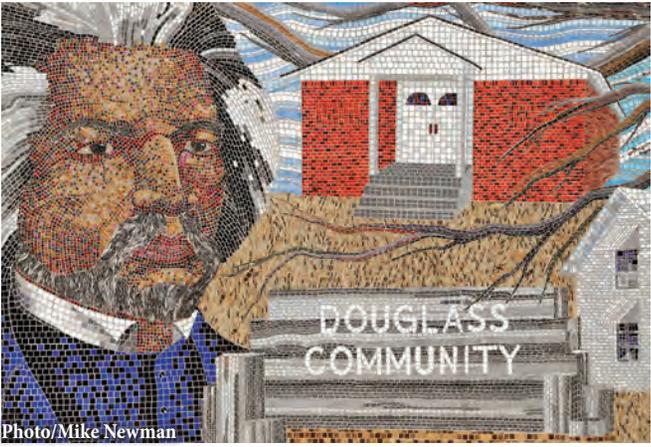


#### Neighborhood Preservation

Several single-family neighborhoods are located in downtown and the larger DART corridor, including Douglass, Haggard Park, the Haggard Addition and Vendome. These neighborhoods contain a wide variety of architectural styles, house sizes and price points.

During the last 20 years, many homes have been restored and new housing constructed in this area. Nevertheless, the neighborhoods are fragile and continuing effort is needed to preserve, protect, and enhance them.

There are several older apartment complexes in the area. Some are well maintained, but others require major rehabilitation or demolition. More is needed than financial and technical assistance. Strengthening the neighborhoods also requires greater social interaction and organization of neighborhood residents to promote their common interests.



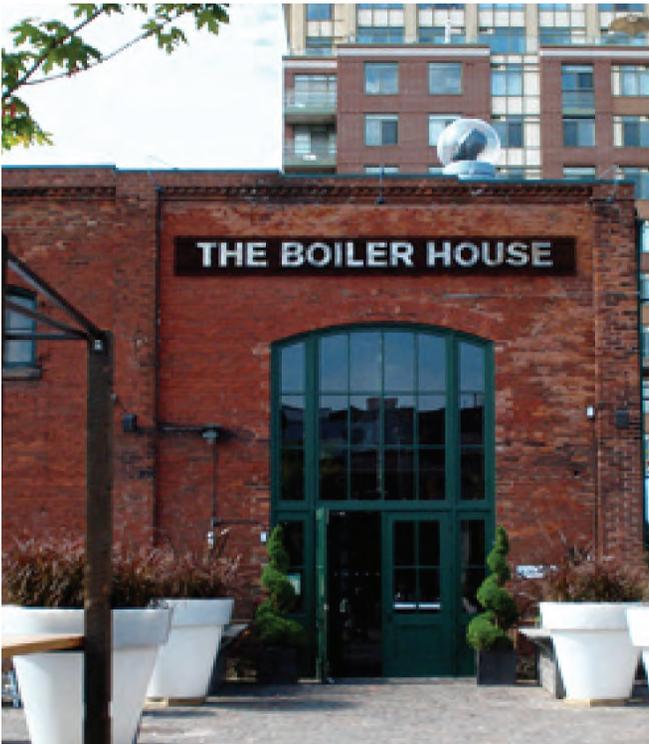


**Pedestrian-Friendly Streets**

A combination of public infrastructure projects and private development has reshaped the streetscape of Downtown Plano. The signature brick sidewalks and street trees provide not only an improved pedestrian experience but serve to connect the area visually.

On-street parking calms traffic and provides a safe buffer for pedestrian comfort. Opportunities exist to extend this theme as the downtown area expands westward to U.S. 75 and along J and K Avenues.

The planned north-south hike and bike trail linking the four DART stations needs to be constructed. Pedestrian routes within neighborhoods need to be evaluated. Many areas lack sidewalks; however, constructing new walks may destroy landscaping and the character of the street.



**More Variety of Uses**

A complete neighborhood includes a broad mix of uses to meet the daily needs of its residents. This includes a variety of housing options, office, restaurants, retail, general apparel and household goods stores, personal services and public services and facilities.

Downtown and the DART corridor are very diverse, but further improvement can be made. Downtown and the surrounding area could benefit from a primary care medical clinic and a pharmacy. General apparel and household goods stores are needed downtown.



Additional office space near all the DART stations is encouraged. Downtown continues to be a magnet for artists and is home to the Courtyard Theater, Art Centre of Plano, and several art galleries and design studios.

*Having a variety of building types, scales, and open spaces allows for a variety of uses as a locally derived response to opportunity*

A blue-tinted historical photograph of a busy street scene. In the foreground, a man in a light-colored shirt and dark trousers is walking towards the right, carrying a large bundle on his head. To his left, a woman is walking away from the camera, carrying a bundle on her back. In the background, there are several buildings, including a large, multi-story brick building on the right. A horse-drawn cart is visible in the middle ground, and a crowd of people is gathered on the left side of the street. The overall scene depicts a bustling, everyday life in a past era.

# Guiding Principles

## DESIGN ELEMENTS

Building on the momentum of the last decade requires adherence to design principles that make sustainable, walkable, active urban centers and traditional livable neighborhoods. The following principles have been used in Plano and other successful communities.

### Urban Center

An urban center is the area of greatest density, social interaction and commerce. It is where people meet, conduct business, entertain and celebrate. The center is a place frequented by nearly all residents. It is a regional destination attracting visitors beyond the community without detracting from its local character.

### Mix of Uses

Mixing land uses results in a symbiotic relationship where the whole is greater than the sum of parts. Land use can be mixed horizontally or vertically. It is natural and desirable for sub-areas within the urban center to be either predominantly but not exclusively residential or non-residential. Urban mixed-use centers always have a commercial core, typically consisting of restaurants, entertainment uses and shops. Residential uses may be vertically integrated. The size of the commercial core should be a function of the market and not forced solely as a design consideration.

### Inclusive Housing

A strong urban center is for everyone. It can be a great place to visit, but not a great place to live unless it has many housing choices. Density and compact design are important, yet a variety of housing types and cost is essential to respond to a broad demographic profile. Universal design of ground floor units is strongly encouraged.

### Entry Corridors

The urban center must be accessible to a large market area. Entry corridors and major through streets must balance the need for accommodating traffic volume with the need to maintain a pedestrian-oriented environment. Public parking should be convenient, but never allowed to dominate the urban environment.

### Street Grid

A tight grid street pattern provides good vehicular and pedestrian movement in an urban center. Frequent intersections discourage high-speed vehicular traffic and improve pedestrian safety. Small blocks make walking easier and provide visual interest. The street grid pattern should be regular, but with occasional off-sets and irregularities to create visual interest and unique development sites. Streets should vary in width appropriate to their context. Large thoroughfares should be avoided as they detract from the pedestrian environment. The street grid must physically connect to adjacent neighborhoods to create a larger market and psychological shared bond.



Photo/Mike Newman



*Pedestrian cut-throughs can ensure a flexible block structure and variety of experiences.*



*An example of parking converted into temporary public space*

### Development Grain

The urban center should principally consist of a fine grain of narrow lots and multiple buildings, both attached and detached. A few larger anchor uses are desirable to generate activity, establish identity and appeal to a larger market area. However, large buildings are best located on the perimeter and lined with smaller users.

### Streets as Places

A street is more than a means of travel. It is also an outdoor room, a place for sharing time and spending time. A street is a common shared environment. It is the primary place where social and economic interaction occurs. The appearance of the street (including pavement, curbs, walks, and fixtures) sets the quality of the place. Streets should be designed to discourage high-speed traffic, thereby increasing safety for bicyclists, pedestrians and vehicle occupants alike.

### Streetscape

The design of streets, sidewalks, and associated fixtures, furniture and plantings create the pedestrian environment and provide the most unifying elements of an urban center. Development of a common vocabulary of materials and design is important, but each building should have opportunity to develop an individualized response to the street. Pedestrian comfort and safety is a priority, yet the streetscape must also create visual interest that makes an urban center walkable.

### Public/Private Realm

Buildings are designed to create a comfortable transition between the public and private realms. Windows, doors, porches, stoops and overhangs are ways to connect a building to the street and encourage social interaction and a sense of community. Buildings should interface directly with the street (generally a maximum setback of 15-20 feet behind the curb) to frame the street and connect public and private environments.

### Common Open Space

Urban centers should be relatively dense and compact. Common open space is preferred over private yards. A central open space is needed for community activities, leisure and celebrations. It should not be too large or it will separate the urban fabric. A few smaller open spaces should be located for relief and visual interest.

### Flexible Outdoor Space

Outdoor event space is important to activate urban development. Small plazas should be designed where they can be restful retreats or easily converted for events and entertainment. Even surface parking lots should be designed to support festivals, art shows, concerts and food truck courts. Streets, walks, plazas and parking lots are a part of the public realm as much as open space.



*Regardless of size or use, good urban buildings interface directly with a safe, walkable public realm.*



*Park(ing) Day provides an example of flexible space in public realm*

### Transportation Choice

Walking is the lifeblood of the urban experience, but a variety of transportation options is essential to a successful urban center. Rail, bus, bike, foot and car should all be options available to meet specific needs. Cars must be accommodated, but never allowed to dominate the urban environment.

### Shared Parking

Like open space, parking must be managed to maintain a compact development form conducive to pedestrian travel. The maximum amount of allowed parking should be controlled. Large buildings should be garage parked. Surface parking lots should be publicly owned and shared as open public parking. Surface parking lots should be considered as reserved future development sites. On-street parking is encouraged to reduce the need for parking lots and reduce the speed of vehicular traffic.

### Character & Authenticity

Authentic places take on the personality of those within them. Urban centers that grow organically through multiple independent local business decisions and personal investments are more likely to develop a unique character and authenticity. Organic development faces greater coordination and financial challenges, but typically results in a more spontaneous and dynamic character. Sculpture, wall graphics and murals by local artists can add visual interest and personality to urban centers.



Photo/Mike Newman



Photo/Mike Newman



*Seek opportunities for the unexpected, such as human-scaled, niche public spaces within developments.*

## CONTINUING THE MOMENTUM

Only a decade after Downtown Plano's resurgence began, there are many success stories to tell. Residents of downtown and its surrounding neighborhoods populate the streets, visiting downtown shops and restaurants, taking children to the park and walking their dogs. A vibrant restaurant and nightlife scene attracts people from throughout the region. New investors and businesses have diversified the retail, service and office sectors. With economic recovery, new residential development is under way, adding to the street life and energy of the area. Downtown Plano has the critical mass necessary to sustain existing businesses and attract new ones.

### Goals for the Next 10 Years:

- Develop 1,000 units of housing within one-half mile of the Downtown Plano Station and a total of 2,000 units within the Plano DART rail corridor.
- Diversify non-residential use and develop or revitalize 150,000 square feet of non-residential space within one-half mile of the Downtown Plano Station and a total of 500,000 square feet of non-residential space within the DART rail corridor.
- Use redevelopment opportunities to remove blighted and underperforming commercial buildings.
- Improve streets, trails and sidewalks to create a pedestrian-friendly environment and better connections among neighborhoods, mixed-use centers and transit stations.
- Improve the physical condition and economic vitality of neighborhoods within the DART rail corridor.
- Continue the economic and tax base growth required to provide public improvements, services and reinvestment incentives.



Photo/Mike Newman



Photo/Mike Newman



## RECOMMENDED ACTIONS

To build on the original strategies that have been key to Downtown Plano's successful rebirth, several actions are recommended during the next 10 years:

- 15th Street Gateway – Reconstruct 15th Street from G Avenue to US 75, adding a bike lane, streetscaping, and relocating overhead utilities. \$4.3 million. Funded.
- Improve the US 75/15th Street overpass, add lighting and artwork noting Downtown Plano. Estimated Cost -- \$500,000. Funded.
- 18th Street Improvements – Reconstruct portions of 18th Street east and west of G Avenue to realign lanes and remove the median strip. Estimated Cost -- \$1.2 million; part of larger reconstruction project. Funded.
- 14th Street Reconstruction – Rebuild 14th Street from F Avenue to U.S. 75 and add sidewalks and street lighting. Estimated Cost -- \$300,000. Funded.
- McCall Plaza – Modify and repair the McCall Plaza to improve the DART pedestrian crossing, remove the water wall, re-landscape, replace cap stones and create a stage for entertainment events. Estimated Cost – \$1.5 million. Funded.
- 12th Street Station – Secure designation of the proposed 12th Street Cotton Belt/ Red Line Station. Purchase and develop three acres of land for parking for use by commuters and area businesses. Estimated purchase price-- \$1 million to \$1.5 million. Funded.
- Transit Village Veloweb – Construct the planned hike and bike trail connecting the four DART stations. Add bike racks and lockers at rail stations and other activity nodes. Includes sidewalk, street trees and ornamental street lights along J Avenue from 12th Street to 18th Street. Estimated Cost -- \$4.0 million. Partially funded.



- Municipal Center South Redevelopment – Relocate the Parks and Recreation Department and redevelop the site, including other non-historical properties within the block as a mixed-use project. A large public parking garage would be a part of the project. Estimated cost -- \$2 million for parking improvements. Does not include relocation of staff. Funded.
- 18th and K Redevelopment – Assemble and redevelop the block located at the southeast corner of 18th Street and K Avenue as a master planned mixed-use development. This project would include a large parking garage devoted to public parking and municipal use. Estimated Cost -- \$1.5 million, primarily for land acquisition. Funded.
- Parker Road Station – Continue to pursue urban mixed-use development at the Parker Road Station. Efforts should focus on city and county-owned property along Park Boulevard. Estimated Cost -- \$2.6 million, including land acquisition and perimeter improvements. Funded.
- Downtown Business Government Zoning District – Modify and expand the Downtown Business Government district to include the 12th Street Station and south couplet corridor. Estimated Cost – staff time.
- Public Improvement District – Establish a public improvement district for the management, maintenance and promotion of downtown. Estimated Cost – staff time to establish district.
- Neighborhood Empowerment Zone - Expand Neighborhood Empowerment Zone #1 to apply to the 12th Street Station area and the Vendome and Haggard Additions. Add incentives to attract uses including offices, primary medical services, lodging, and artist studios and galleries. Estimated Cost -- \$100,000 in waived fees over a 10 year period.
- TIF District – Expand the duration of TIF District 2 beyond 2014, but eliminating the participation of the Plano Independent School District, as required by law. Estimated Cost – \$500,000 annual property tax contribution by the City.



# Implementation





## IMPLEMENTATION & FUNDING

Downtown development is being spurred by a variety of incentives provided by the City of Plano. Many of the projects conducted during the last decade resulted from public/private partnerships tailored to the specific needs of each project.

The city continues to amend development regulations to achieve good design and sound development economics, while protecting downtown's historical and architectural character. The city expedites plan review and inspections to keep projects on schedule.

In addition to these incentives, the city has created many programs, described below, to further encourage development downtown and in the surrounding neighborhoods:

**Tax Increment Financing:** In 1999, the City of Plano, the Plano Independent School District, Collin County and Collin College created a tax increment finance (TIF) district to encourage economic reinvestment along the DART rail corridor. As authorized by Chapter 311 of the Tax Code, a TIF receives funding through ad valorem taxes derived from the growth of the total appraised value of property within the district occurring after the district is established.

TIF funds can be spent for infrastructure, facilities and land within the district to facilitate economic reinvestment. State law also grants municipalities broader development powers within a TIF district.

TIF #2 extends along the DART rail corridor from the southern city limit to approximately one-half mile north of Parker Road. At the time the TIF was created, the total appraised value of property within the district was \$313 million. Today, the total appraised value has grown to over \$459 million, yielding \$31 million in revenue to date.

Thus far, projects (including the Courtyard Theater and Cox Building rehabilitation) specified for TIF funding have created a funding obligation of \$12 million. The total revenue generated during the district's 15-year life (which expires in 2014) should exceed \$20 million.

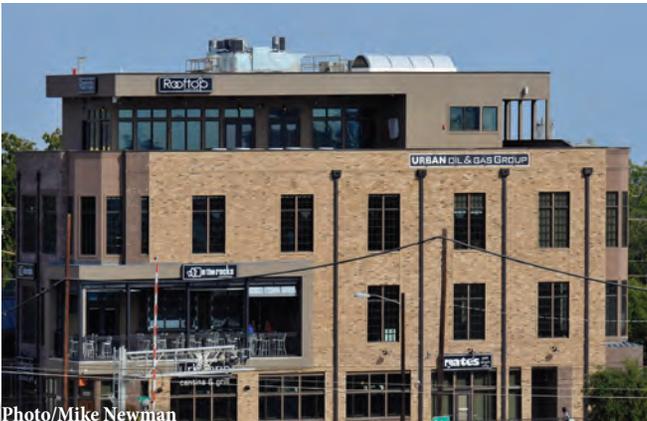
**380 Agreements:** Chapter 380 of the Local Government Code gives municipalities authority to make grants and loans of funds or services to further economic development. This authority, combined with that associated with tax increment financing, is the basis for most public/private partnership development agreements.





Photo/Mike Newman

**Neighborhood Empowerment Zone:** Authorized under Chapter 378 of the Local Government Code, the City of Plano created Neighborhood Empowerment Zone #1 in August 1999, which includes downtown and the surrounding neighborhoods. Among the powers granted by the law, cities may waive development fees within an empowerment zone to stimulate economic development, including the production and rehabilitation of affordable housing. Plano's empowerment zone waives all development-related fees for construction, remodeling and rehabilitation of commercial buildings and single-family housing. Fees are also waived for the rehabilitation of multi-family units, provided the cost of work is greater than \$8,000 per unit. The neighborhood park fee is waived for new multi-family construction. As of June 2012, \$726,930 in fees have been waived, resulting from construction valued at \$72,446,398.



Photo/Mike Newman

**Historic Preservation Tax Exemptions:** Under the authority of Chapter 11.24 of the Tax Code, properties designated as a heritage resource by the city are eligible to receive a property tax exemption to encourage proper restoration and maintenance. The size of the exemption ranges from 38 percent to 100 percent of the structure's value based on the use of the property and its historical significance. All four governmental entities that levy a property tax in Plano participate in the program. Designated properties are reviewed annually to ensure they are properly maintained and qualified to continue receiving the exemption. In addition to designating individual properties, Plano has established two heritage districts – downtown and the adjacent Haggard Park neighborhood.

**Fire Sprinkler Program:** Fire protection of Downtown Plano has been a long-standing concern. Downtown was repeatedly destroyed by fire in the 1890s. Today, only a few buildings in the historic commercial core have fire sprinklers. The Fire Department is working with downtown merchants and building owners to reduce risk and install a shared fire sprinkler system. As an incentive, the city will pay the cost of extending water lines and installing fire valves and risers to serve building groups. The merchants will pay the cost of internal service lines and sprinkler heads.



**Regulatory Incentives:** A number of regulatory incentives have been adopted to accommodate development and reduce cost. No existing building is required to provide parking regardless of occupancy. Up to 4,500 square feet of building area may be added to a designated historic building without providing parking. New buildings are required to provide parking, but at a much lower rate than required elsewhere in the city.

The Planning & Zoning Commission may also decrease the amount of required parking by giving credit for nearby public parking. Buildings may cover 100% of the lot and may be four stories in height. Live/work units are permitted on the ground floor of buildings. Building stoops, awnings, balconies and signs are permitted to extend into the street right-of-way. Where sidewalks are sufficiently wide, the city permits outside dining under a license agreement with the restaurant. The 2009 International Building Code for Existing Buildings is used for regulating restoration and remodeling of historic commercial buildings.



Photo/Mike Newman

## SUMMARY

Downtown Plano and the DART rail corridor are redefining Plano's future. As the region's population grows to more than 9 million during the next 20 years and Plano matures, greater emphasis will be placed on redevelopment and creation of mixed-use urban development. Downtown and the DART rail corridor remain full of opportunities to demonstrate how density, diversity and design can stimulate reinvestment while improving the quality of life and sense of community.

Additional Information: Contact the City of Plano Planning Department at 972-941-7151

### Websites:

[www.plano.gov](http://www.plano.gov)

[www.dart.org/travelagent/darttravelagent.asp?zeon=travelagentliving#DowntownPlano](http://www.dart.org/travelagent/darttravelagent.asp?zeon=travelagentliving#DowntownPlano)

[www.eastsidevillage.com](http://www.eastsidevillage.com)

[www.planoplanning.org](http://www.planoplanning.org)

[www.developmentexcellence.com/awards/overview.asp](http://www.developmentexcellence.com/awards/overview.asp)

[www.visitdowntownplano.com](http://www.visitdowntownplano.com)

[www.planotexas.org](http://www.planotexas.org)

[www.plano.gov/Departments/Planning/mapsgisdemographics/Pages/default.aspx](http://www.plano.gov/Departments/Planning/mapsgisdemographics/Pages/default.aspx)



Photo/Mike Newman



Photo/Mike Newman

A blue-tinted photograph of a street scene. On the left is a brick building with a large window and a door. On the right are trees and a sidewalk. The word "Appendix" is overlaid in white text in the center-right area.

# Appendix

**Eastside Village I Project Profile**

**Location:** NW corner of 15th Pl. & K Ave.  
**Site size:** 3.6 acres  
**Gross building area:** 245,000 Square Feet  
**Building height:** 3- and 4-stories  
**Construction classification:** 1997 UBC Group R-1 & M, Type V-1 Hour  
**Building materials:** Frame construction, brick veneer, stucco and hardy board  
**Number of dwelling units:** 33 efficiencies, 118 one bedroom, 83 two bedroom  
**Non-residential space:** 15,000 square feet  
**Parking:** 351 garage spaces, 47 surface spaces  
**City of Plano construction cost:** \$2,000,000 (\$ 1,030,098 credited against land transferred by DART to Plano.)  
**Amicus construction cost:** \$15,720,000 total; \$13,100,000 hard cost.

**Project architect:** Womack & Hampton Architects, LLC  
 4311 Oak Lawn, Suite 50 214/252-9000  
 Dallas, TX 75229

**Civil engineer:** Huitt-Zollars, Inc  
 1717 McKinney Avenue, Suite 1400 214/871-3311  
 Dallas, TX 75202

**Landscape architect:** Huitt-Zollars, Inc.  
 1717 McKinney Avenue, Suite 1400 214/871-3311  
 Dallas, TX 75202

**Developer:** Amicus Partners, Limited  
 8343 Douglas Avenue, Suite 360 214/635-4723  
 Dallas, TX 75225

**Public concessions and incentives:** The City of Plano assembled the site, cleared improvements and abated environmental contamination. The site was leased to the developer for 70 years, with three 10-year renewal options. Annual base rent (\$0.60/sq. ft.) was discounted in the first and second year of the lease to 25% and 50%. After the third lease year (base year), the ground lease is adjusted based on the net operating income generated by the development. The City assumed responsibility for the construction of off-site infrastructure serving the development. Development fees paid to the city were credited against the ground lease rent during the first and second years. The neighborhood park fee was waived.

**Property tax:** 1998 tax valuation \$1,102,211. 2011 tax valuation \$16,048,099.



Photo/Mike Newman

## Eastside Village II Project Profile

**Location:** NE corner 14th St. & K Ave.

**Site size:** 3.1 acres

**Gross building area:** 245,000

**Building height:** 3 and 4-stories

**Construction classification:** 2000 IBC Group R-2 & M, Type V-A

**Building materials:** Frame construction, brick veneer, stucco and hardy board

**Number of dwelling units:** 38 efficiencies, 137 one bedrooms, 54 two bedrooms

**Non-residential space:** 25,000 square feet

**Parking:** 419 garage spaces, 33 surface spaces

**City of Plano construction cost:** \$800,000 reimbursement allowance

**Amicus construction cost:** \$17,830,000 total; &15,100,000 hard cost

<b>Project architect:</b>	RTKL Associates, Inc. 1717 Pacific Avenue Dallas, TX 75201	214/871-8877
<b>Civil engineer:</b>	Huitt-Zollars, Inc. 1717 McKinney Ave., Suite 1400 Dallas, TX 75204	214/871-3311
<b>Landscape architect:</b>	RTKL Associates, Inc. 1717 Pacific Avenue Dallas, TX 75201	214/871-8877
<b>Developer:</b>	Amicus Partners, Limited 8343 Douglas Ave., Suite 360 Dallas, TX 75001	214/635-4723

**Public concessions and incentives:** The City of Plano deeded 1.1 acres to Amicus in exchange for 100 garage parking spaces (in addition to those required by code). The right to the parking is secured by easement. The city is providing an allowance of \$800,000 for the construction of public infrastructure to serve the development. The neighborhood park fee was waived.

**Property tax:** 1999 tax valuation \$979,328. 2011 tax valuation \$17,423,092.



Photo/Mike Newman

**Plano Courtyard Theater Profile**

**Location:** NW corner of 16th St. & H Ave.

**Site size:** 1.063 acres

**Gross building area:** 20,000+ square Feet

**Building height:** 33 feet

**Building materials:** Brick and cast stone

**Parking:** 200

**Construction cost:** \$6+M

**Description:** The Plano Courtyard Theater is being created through the adaptive reuse of the Cox High School Gymnasium, located on Avenue H across from Haggard Park. Constructed in 1938 under the Works Progress Administration, the building is Plano’s second oldest public structure. The 326-seat theater is a flexible venue well suited to a variety of theatrical, musical and other artistic performances. The theater can be set in several configurations, including end stage, thrust stage and arena. The “courtyard” name refers to the manner in which the balcony surrounds the floor seating and engages the stage to create an intimate environment. Moveable panels allow the room to be acoustically tuned to the needs of the performance. Approximately 20,000 square feet in size, the theater includes large lobbies and ample space for technical and administrative functions.

- Original Architect:** Hoke Smith
- Project Architect:** Hardy Holzman Pfeiffer Associates  
902 Broadway, 11th Floor 212/677-6030  
New York, NY 10010
- Theater Consultant:** Theatre Projects Consultants  
25 Elizabeth Street 203/299-0830  
South Norwalk, CT 06854
- Acoustician:** Jaffe-Holden Acoustics, Inc.  
114A Washington Street 203/838-4167  
Norwalk, CT 06854
- General Contractor:** Joe Funk Construction Engineers, Inc.  
11226 Indian Trail 972/243-7141  
Dallas, TX 75229

**Financing:** The City of Plano leased the building and site from the Plano Independent School District for 60 years in exchange for the district’s use of the theater for 10 days annually. The main source of funding is \$4.6 million from a tax increment finance district. Other funding has been provided through the city’s general fund, hotel/motel tax and private gifts.



**15th Street Village Profile**

**Location:** SE & SW Corners of 15th St. & G Ave.

**Site Size:** 4 acres

**Number of Dwellings:** 34 Townhomes and 90 Condominiums

**Building Height:** 2-Story Townhomes and 3-Story Condominiums over 1 Level Garage

**Unit Size:** 1,700-2,100 Sq.Ft. Townhomes and 900-1,100 Sq.Ft. Condominiums

**Projected Sales Price:** \$250-300K Townhomes and \$150-200K Condominiums

**Project architect:** Graphics Design Group 214/520-8800  
 3615 N. Hall Street  
 Dallas, TX 75219

**Civil engineer:** Helmsberger & Assoc. 972/442-7459  
 1525 Bozman Road  
 Wylie, TX 75098

**Contractor:** Diversified Construction Services 972/668-9354  
 10625 North County Road  
 Frisco, TX 75034

**Developer:** OakPath LLC

**Public Concessions and Incentives:** City of Plano provided a 2-year option to purchase approximately 1 acre of land at \$11 per square foot subject to the developer acquiring all other property required for the project, obtaining zoning and plan approvals and substantially completing 50 dwelling units. The city also provided a reimbursement allowance of \$100,000 for public infrastructure and \$24,000 cost participation in shared use on-street parking. The city will waive most development fees associated with the project.



**Lexington Park Profile**

**Location:** West Side of G Ave. from 16th Street to 18th Street

**Site Size:** 6.325 Acres

**Number of Units:** 98 Luxury Townhomes Residences

**Unit Size:** 1681 to 2400+ Square Feet

**Sales Price:** \$269,000 to the High \$400s / Custom Program Available

**Project Architect:** Hamilton <> Atelier  
 Dallas, Texas 214.520.1500

**Civil Engineer:** Kadleck & Associates  
 Dallas, Texas 972.702.0771

**Contractor:** Lexington Luxury Builders, LLC  
 Dallas, Texas

**Developer:** Lexington Residential Development LP  
 Dallas, Texas

**Public Concessions and Incentives:** City of Plano sold the site to the developer at \$3.41 per square foot. The city also provided a reimbursement allowance of \$1,000,000 for public infrastructure and \$438,000 for participation in off site drainage improvements. The city waived most development fees associated with the project.



## 15th and I Profile

### Location:

Southeast corner of 15th Street and I Ave.

**Lot Size:** 3.1 Acres

**Number of Units:** 280

**Retail Space:** 15,000 square feet

**Unit Size:** 870 SF Average

**Construction Cost:** \$32,000,000+

**Developer:** Southern Land, LLC 615/778-3150  
1550 McEwen Drive, Suite 200  
Franklin, TN 37067

### Project Design Team:

Southern Land Internal Design Services

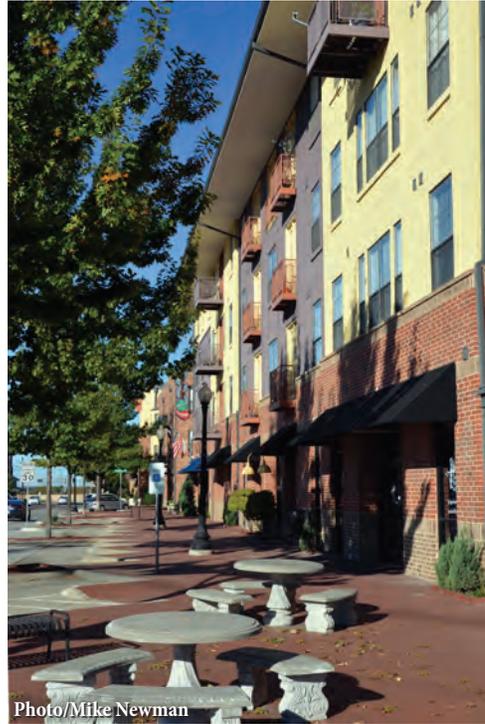
**Project Commencement:** 2012

**Public Concessions and Incentives:** The City of Plano is granting 1.6 acres of land in exchange for 100 garage parking space dedicated to the city for its exclusive use. In addition the City is reimbursing the developer \$1.7 million for perimeter streetscape improvements, including \$900,000 for a pedestrian walkway adjoining the DART rail line. DART is providing the City of Plano an easement within its right-of-way for the pedestrian walkway. Because of its TOD benefit, the North Central Council of Government is crediting the City of Plano \$900,000 toward local funding matching requirements of future road projects.





Photo/Mike Newman



Photo/Mike Newman

**City of Plano Planning Department**  
1520 K Avenue, Suite 250  
Plano, TX 75074  
(972) 941-7151  
[www.planoplanning.org](http://www.planoplanning.org)

**City of Plano Building Inspections Department**  
1520 K Avenue, Suite 140  
Plano, TX 75074  
(972) 941-7140  
[www.plano.gov](http://www.plano.gov)

**City of Plano Economic Development**  
5601 Granite Parkway, Suite 310  
Plano, TX 75024  
(972) 208-8300  
[www.planotexas.org](http://www.planotexas.org)

**Dallas Area Rapid Transit**  
1401 Pacific Avenue  
Dallas, TX 75202  
(214) 749-3278  
[www.dart.org](http://www.dart.org)

**North Central Texas Council of Governments**  
616 Six Flags Drive  
Arlington, TX 76005  
(817) 640-3300  
[www.ntcog.org](http://www.ntcog.org)

**Historic Downtown Plano Association**  
PO Box 860841  
Plano, TX 75086-0841  
(214) 674-3225  
[www.visitdowntownplano.com](http://www.visitdowntownplano.com)



Photo/Mike Newman



© Gabrielle Castaneda Pruitt



Photo/Mike Newman

2012 Population – 261,900

Percentage of Adults with Bachelor’s Degrees or Higher – 55%

Median Household Income -- \$83, 239

Median Home Price -- \$215,500

**Major Corporate Presence**

JCPenney	Frito-Lay
HP	Denbury Resources
Encana	Dr. Pepper-Seven Up
Alcatel-Lucent	Alliance Data Systems
Cinemark Holdings	Rent-A-Center
Capital One	Ericsson
Dell Services	Cigna
Raytheon	Pepsi-Co

Mayor-Council-City Manager Form of Government

AAA City Bond Rating

**Local Economic Development Incentives:**

- Cash Grants
- Tax Abatements
- Freeport Exemption
- Tax Increment Finance District

**City of Plano**

2000 Census Total Population 259,841  
 2011 Total Population Estimate 261,350

**Median Age** 37.2

**Race and Ethnicity**

Hispanic 14.7%  
 Non-Hispanic 85.3%

African American or Black 7.4%  
 American Indian/Alaska Native 0.3%  
 Asian 16.8%  
 Native Hawaiian/Other Pacific Islander 0.0%  
 Some Other Race 0.2%  
 White 58.4%

Foreign Born 24.5%

**Educational Attainment**

No High School Diploma 6.7%  
 High School Diploma/GED 14.3%  
 Some College, No Degree 18.0%  
 Associates Degree 7.2%  
 Bachelor's Degree 34.0%  
 Graduate/Professional Degree 19.7%

**Household Income Distribution**

Under \$25,000 13.0%  
 \$25,000 to \$49,999 17.1%  
 \$50,000 to \$74,999 17.9%  
 \$75,000 to \$99,999 13.3%  
 \$100,000 to \$149,000 17.9%  
 Over \$150,000 20.8%

Median Household Income \$79,234  
 Per Capita Income \$38,778

**Poverty**

Population below poverty 7.9%

**Median Housing Value** \$220,500

For more demographic and community information visit:

**Planning Department**

<http://www.plano.gov/Departments/Planning/mapsgisdemographics/Pages/default.aspx>

**Plano Economic Development**

<http://www.planotexas.org/Live---Work-in-Plano.aspx>

**3-Mile Radius of Downtown Plano**

(Source 2010 Census and 2010 ACS Attributes)

**Total Population** 89,675

**Median Age** 41.1 years

**Race and Ethnicity**

Hispanic 25.8%  
 Non-Hispanic 74.2%  
 African American or Black 8.7%  
 American Indian/Alaska Native 0.6%  
 Asian 7.9%  
 Native Hawaiian/Other Pacific Islander 0.1%  
 Some other Race 10.3%  
 White, Non-Hispanic 55.5%

**Educational Attainment**

No high school diploma 15.2%  
 High School Diploma and Higher 84.8%  
 Bachelor's Degree or higher 39.3%

**Household Income Distribution**

Under \$25,000 14.4%  
 \$25,000 to \$49,999 21.8%  
 \$50,000 to \$74,999 18.9%  
 \$75,000 to \$99,999 15.9%  
 \$100,000 to \$149,000 17.2%  
 Over \$150,000 11.7%

**SPECIAL THANKS TO:**

PATRICK KENNEDY, AICP CNU, SPACE BETWEEN DESIGN STUDIO – COLLABORATION AND GRAPHIC DESIGN

MIKE NEWMAN, WISHBONE GRAPHICS, INC. -- PHOTOGRAPHS

GABY PRUITT, GABY PRUITT PHOTOGRAPY – PHOTOGRAPHS

DALLAS AREA RAPID TRANSIT

HISTORIC DOWNTOWN PLANO ASSOCIATION

NORTH TEXAS DISTRICT COUNCIL OF THE URBAN LAND INSTITUTE

RESIDENTS OF DOUGLASS, OLD TOWNE, HAGGARD PARK, HAGGARD ADDITION AND VENDOME NEIGHBORHOODS

**DATE:** February 5, 2013  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of February 4, 2013

**AGENDA ITEM NO. 6 - PUBLIC HEARING  
ZONING CASE 2013-01  
APPLICANT: PLANO MARKET STREET, LP**

Request for Specific Use Permit for Trade/Commercial School on 0.4± acre located 380± feet south of Park Boulevard, 470± feet west of Preston Road. Zoned Retail.

**APPROVED:** 6-1 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(S) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval as submitted. The Commissioner who voted in opposition did not cite a reason for their opposition to the SUP request.

**FOR CITY COUNCIL MEETING OF:** February 25, 2013 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING - ORDINANCE**

JH/sf

xc Amy Ziegler/Plano Market Street LP  
Travis Bousquet PE

CITY OF PLANO  
PLANNING & ZONING COMMISSION

February 4, 2013

**Agenda Item No. 6**

**Public Hearing:** Zoning Case 2013-01

**Applicant:** Plano Market Street, LP

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**DESCRIPTION:**

Request for Specific Use Permit for Trade/Commercial School on 0.4± acre located 380± feet south of Park Boulevard, 470± feet west of Preston Road. Zoned Retail.

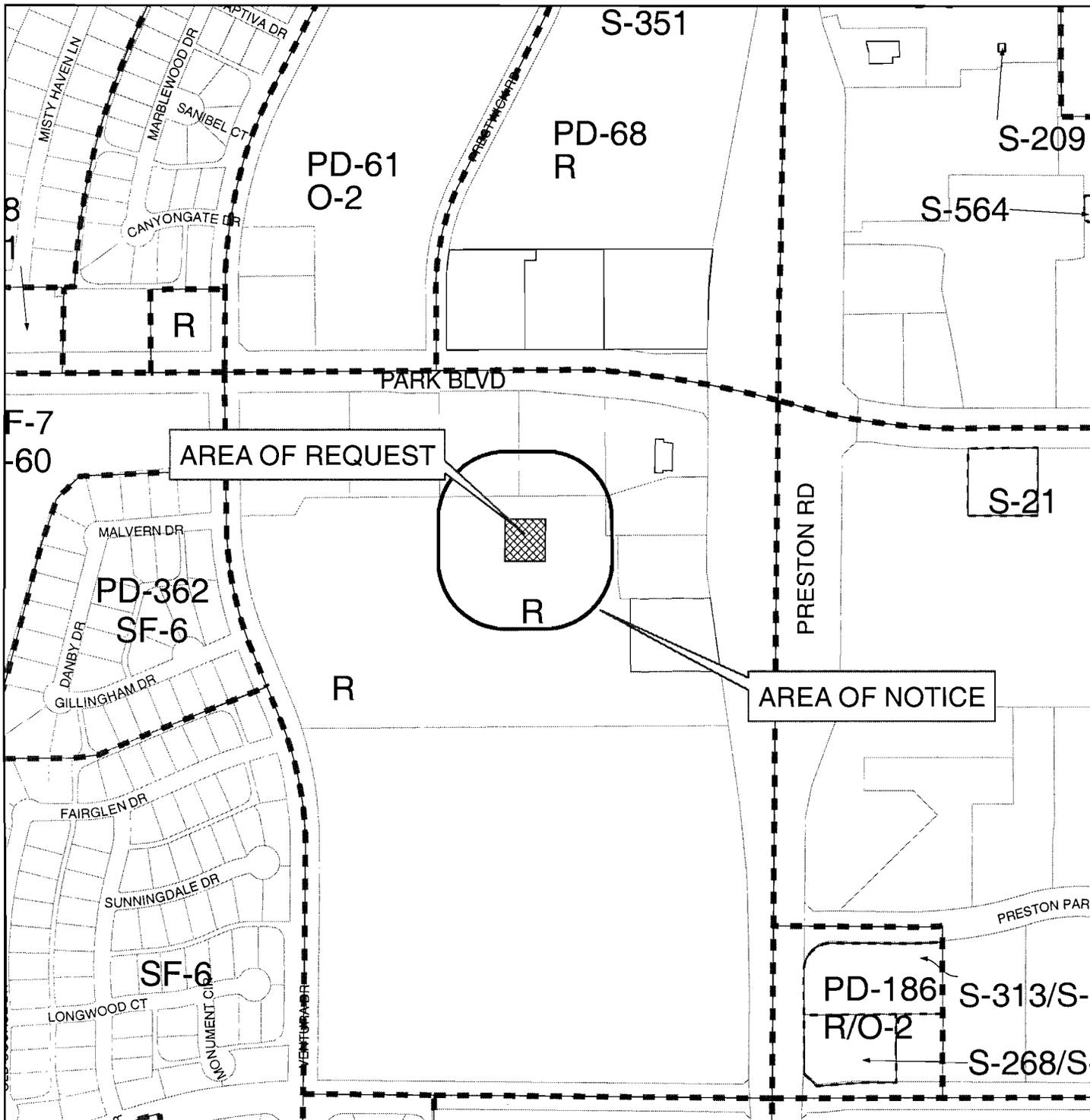
**REMARKS:**

The requested zoning is for a Specific Use Permit (SUP) for Trade/Commercial School. The applicant proposes to operate a beauty school. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. The Zoning Ordinance defines trade/commercial schools as establishments, other than public or parochial schools, private primary or secondary schools, or colleges, offering training or instruction in a trade, art, or occupations. The applicant is proposing to locate the trade/commercial school in an existing 13,000± square foot lease space, located in the middle of a larger shopping center building. The current zoning is Retail (R). The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing.

The surrounding uses to this subject property are primarily restaurant, retail, service, and grocery businesses, and all are zoned Retail. The trade/commercial school use is complementary to the adjacent land uses. Additionally, the site has sufficient parking to accommodate the requested use. Based on this analysis, staff believes this is an appropriate location for a trade/commercial school.

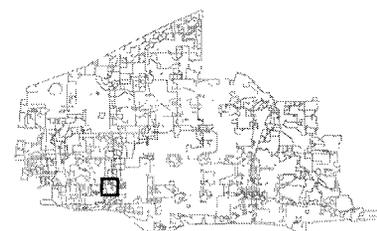
**RECOMMENDATION:**

Recommended for approval as submitted.

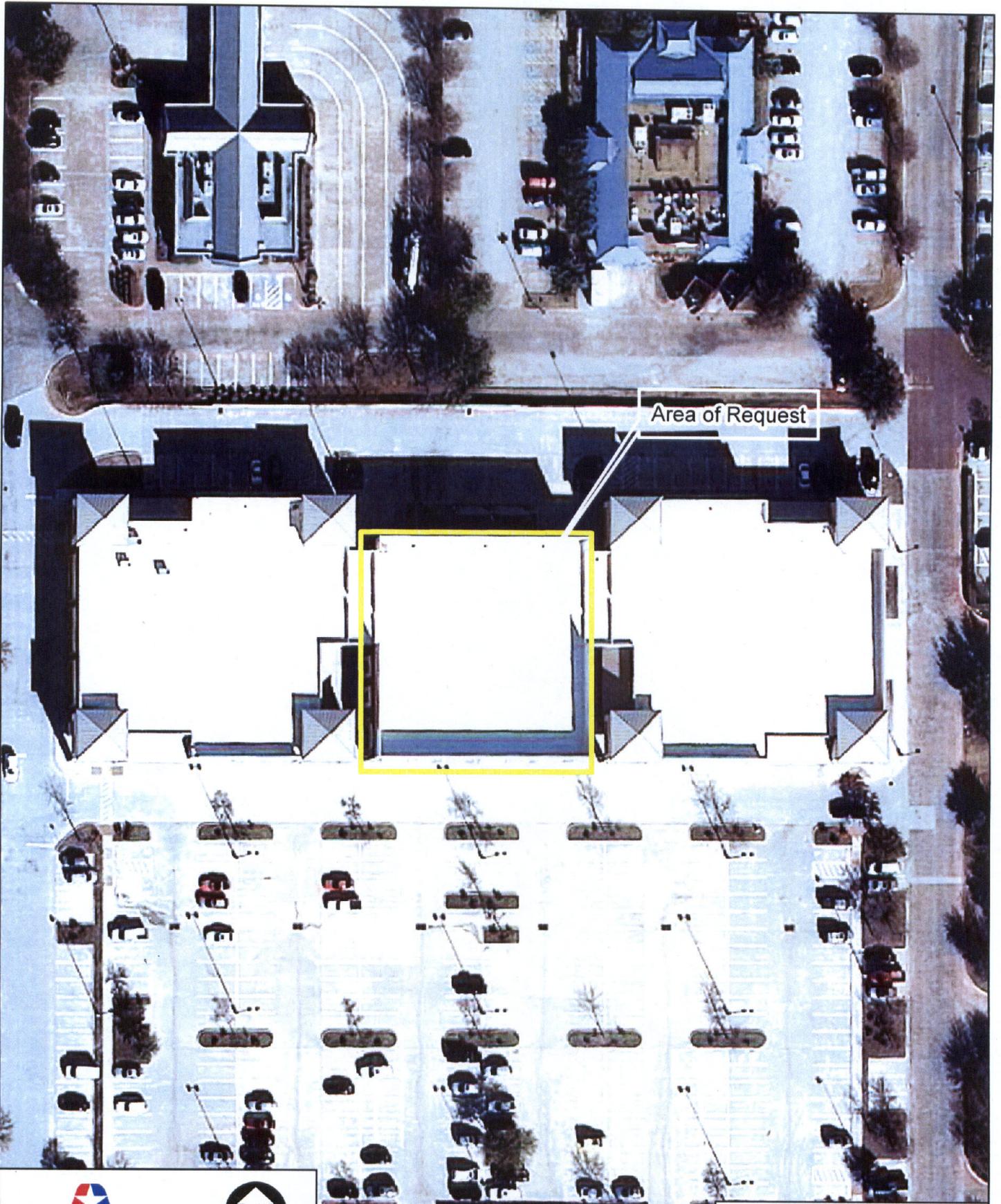


Zoning Case #: 2013-01

Existing Zoning: RETAIL



○ 200' Notification Buffer



Area of Request

Dec Server 1/14/2013 X:\Dept\PKZ Locators & Graphics\Z2013-01A.mxd



Source: City of Plano, Planning Dept.  
Date: January, 2013

Zoning Case 2013-01



## Zoning Case 2013-01

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 635 so as to allow the additional use of Trade/Commercial School on 0.4± acre of land out of the L. Wetsel Survey, Abstract No. 971, located 380± feet south of Park Boulevard, 470± feet west of Preston Road, 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.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 25th day of February, 2013, for the purpose of considering granting Specific Use Permit No. 635 for the additional use of Trade/Commercial School on 0.4± acre of land out of the L. Wetsel Survey, Abstract No. 971, located 380± feet south of Park Boulevard, 470± feet west of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Retail; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 25th day of February, 2013; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 635 for the additional use of Trade/Commercial School on 0.4± acre of land out of the L. Wetsel Survey, Abstract No. 971, located 380± feet south of Park Boulevard, 470± feet west of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Retail, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 635 for the additional use of Trade/Commercial School on 0.4± acre of land out of the L. Wetsel Survey, Abstract No. 971, located 380± feet south of Park Boulevard, 470± feet west of Preston Road, in the City of Plano, Collin County, Texas, presently zoned Retail, said property being more fully described on the legal description in Exhibit "A" attached hereto.

**Section II.** It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

**Section V.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 25TH DAY OF FEBRUARY, 2013.**

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2013-01

BEING a tract of land out of the L. Wetsel Survey, Abstract No. 971, Collin County, Texas; said tract being a portion of Lot 1R, Block 1, Walton Park Square Addition, an addition to the City of Plano, Collin County, Texas according to the plat recorded in Volume 2008, Page 686 of the Official Public Records of Collin County, Texas; said Lot 1R also being described in Special Warranty Deed to Woodmont Plano, LP. Recorded in County Clerk's File No. 20080219000194570 of the Official Public Records of Collin County, Texas; said 0.293 acre tract being more particularly described as follows.

COMMENCING at a "+" cut in concrete found in the east right-of-way line of Ventura Drive (an 85-foot wide right-of-way), said point being the southwest corner of Lot 2, Block 1, Walton Park Square Addition and the northwest corner of said Lot 1R, Block 1, Walton Park Square Addition.

THENCE North 89° 47' 26" East, departing the said east line of Ventura Drive and along the north line of said Lot 1R and the south line of said Lot 2, a distance of 161.45 feet to a point for corner.

THENCE North 29° 47' 26" East, continuing along the said north line of said Lot 1R and the said south line of Lot 2, a distance of 60.34 feet to 1/2-inch iron rod found for corner.

THENCE North 89° 47' 26" East, continuing along the said north line of said Lot 1R and the said south line of Lot 2, a distance of 716.72 feet to point for corner.

THENCE South 00° 12' 34" East, leaving said north line of said Lot 1R and the said south line of Lot 2, a distance of 68.30 feet to the point of beginning.

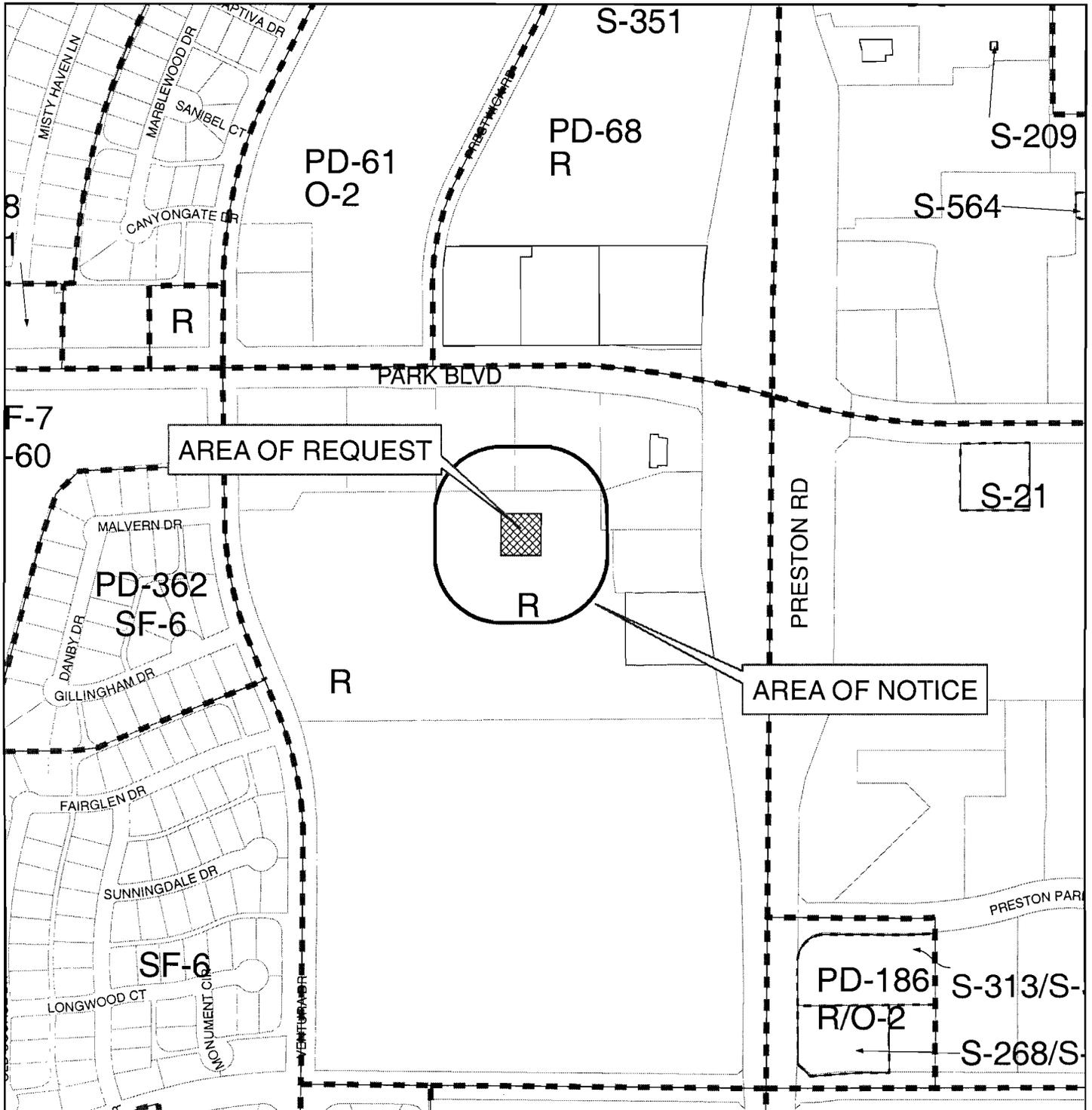
BEGINNING at point in the Lot 1R, Block 1, Walton Park Square Addition, an addition to the City of Plano, Collin County, Texas according to the plat recorded in Volume 2008, Page 686 of the Official Public Records of Collin County, Texas; said Lot 1R also being described in Special Warranty Deed to Woodmont Plano, LP. Recorded in County Clerk's File No. 20080219000194570 of the Official Public Records of Collin County, Texas; bears South 00° 12' 34" East and a distance of 125.30 feet;

THENCE South 89°47'26" West, a distance of 120.70 feet to a point for corner;

THENCE North 00° 12' 34" West, a distance of 125.30 feet to a point for corner;

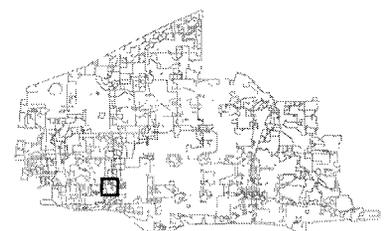
THENCE North 89° 47' 26" East, a distance of 120.70 feet to the POINT OF BEGINNING and CONTAINING 0.347 acres of land;

Bearing system based on a bearing of South 89° 47' 26" West for the north line of Lot 1R according to said plat of Walton Park Square Addition.



Zoning Case #: 2013-01

Existing Zoning: RETAIL



○ 200' Notification Buffer





## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/2013		
Department:		Marketing and Community Engagement		
Department Head		Mary Vail-Grube		
Agenda Coordinator (include phone #): <b>Nicole Griffin ext 7204</b>				
<b>CAPTION</b>				
To approve the purchase of the equipment replacement and upgrades to the PTN control room, in the amount of \$582,073 from Digital Resources, Inc., through an existing TIPS/TAPS (The Interlocal Purchasing System and Texas Arkansas Purchasing System) contract and authorizing the City Manager to execute all necessary documents. (TIPS/TAPS 101262)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	-582,073	0
<b>BALANCE</b>		0	-582,073	0
<b>FUND(s):    PTN</b>				
<p><b>COMMENTS:</b> Funds are available in the Plano Television Network Fees also known as Public Education Government (PEG) Fees that amount to \$773,496 collected in FY 2011-12 and \$222,514 that has been collected in FY 2012-13 year to date. The remaining balance of \$413,937, which is the difference of the fees collected and the amount of this item in revenue, may only be spent for purposes specifically identified in Federal and State Legislation.</p> <p><b>STRATEGIC PLAN GOAL:</b> Upgrading and Replacing Audio Visual Equipment in the City of Plano Council Chambers relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends approval of the purchase of the equipment replacement and upgrades to the PTN control room, in the amount of \$582,073 from Digital Resources, Inc., utilizing their TIPS/TAPS contract. The continuing use of outdated equipment, that no longer integrates well with new technology and is inefficient and staff intensive to operate will cost the city more and more in operational repairs and additional staffing costs. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 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. (TIPS/TAPS 101262)				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



**Date:** February 5, 2013  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Mary Vail-Grube, Director of Marketing and Community Engagement  
**Subject:** PTN Control Room Equipment Replacement and Upgrade

The Plano Television Network (PTN) control room and studio have occupied space in the lower level of the Municipal Center since the building was constructed in 1991. The technology at that time required a large footprint for efficient installation, maintenance, and operation. Today technology has changed significantly in size and capability; therefore we propose a complete upgrade of our control room system in order to accommodate technological advances and provide the high quality of broadcast and video support for the City Council, City Staff and the Plano Television Network. This upgrade will provide:

- the technology to support a high definition digital distribution environment
- full communication between all equipment
- consolidation of existing equipment into one location
- adequate access for regular maintenance
- a smaller footprint
- Fewer staff needed to produce live meetings held in the Council Chambers.

Phase I of the project which was previously authorized has been completed. This included a thorough evaluation of the current operation and equipment, identification of and recommendation for upgraded equipment and systems and an implementation timeline. Phase 2, which is in process, includes a final layout plan and set of drawings for installation, final pricing on all equipment, and coordination with manufacturer of purchase, installation, repairs, replacement and warranties and oversight of the installation and verification of all systems and operations within the established timeline.

In order to accommodate a timeline that will allow the purchase, delivery and installation of the new equipment while the City Council is on summer break in July, the decision was made to utilize a co-operative contract to facilitate this project pursuant to Local Government Code 271, Subchapter F. Staff is recommending a contract with Digital Resources, Inc., to purchase and install the equipment for the control room as research determined that Digital Resources, Inc. is the only integrated supplier of Ross equipment in the DFW area.

Total cost of the contract with Digital Resources, Inc., to include final design, purchase, demolition of control room and installation, testing and training on new equipment is \$582,073.21 which is available through the PTN PEG fund reserve, established with PEG fee receipts. There will also be a \$25,000 internal charge for the upgrade of the electrical supply in the control room through City staff, for a total project cost of \$607,073.21

The PEG fund was created to establish, maintain and support the equipment needed to operate the municipal television channel. The continued use of outdated equipment, which no longer integrates well with new technology, is inefficient and staff intensive to operate will result in increasing repair costs and additional staffing costs. It also limits the ability of the City to utilize current and future technology such as HD and provide seamless interface with other types of media such as the website and social media. These funds are currently available and intended to be used for this purpose.



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/25/2013		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Matthew Yager, x5220</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, calling a Special Election to be held with the City on May 11, 2013, for the purpose of authorizing general obligation bonds and revoking certain prior voted bond authorization; making provisions for the conduct of the election and other provisions incident and related to the purpose of this Resolution; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): <b>N/A</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
<p>This resolution provides for a special election in May containing five propositions for various public improvements, including renovation of buildings, acquisition and enhancement of land, street improvements and revocation of previously authorized Creative &amp; Performing Arts Facility authority.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A RESOLUTION ordering a bond election to be held in the City of Plano, Texas, making provisions for the conduct of the election and resolving other matters incident and related to such election.

WHEREAS, the City Council of the City of Plano, Texas hereby finds that an election should be held to determine whether said governing body shall be authorized to issue bonds of said City in the amounts and for the purposes hereinafter identified; now, therefore,

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

SECTION 1: An election shall be held on the 11<sup>th</sup> day of May, 2013, in the City of Plano, Texas, which date is not less than seventy-one (71) nor more than ninety (90) days from the date of the adoption hereof and is a uniform election date pursuant to V.T.C.A, Election Code, Section 41.001, for the purpose of submitting the following measures:

#### PROPOSITION NUMBER 1

“SHALL the City Council of the City of Plano, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$43,813,000 for permanent public improvements and public purposes, to wit: developing, engineering, constructing, reconstructing, improving, repairing, extending, expanding and enhancing streets, thoroughfares, alleys, sidewalks, bridges, intersections, and other public ways, including participation in joint projects with federal, state and local public entities and agencies, computerized signalization and monitoring equipment and other traffic controls, grade separations, street lighting, noise abatements, necessary and related storm drainage facilities and improvements, and the acquisition of any needed rights-of-way therefor; such bonds to mature serially or otherwise over a period not to exceed FORTY (40) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

#### PROPOSITION NUMBER 2

“SHALL the City Council of the City of Plano, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$27,000,000 for permanent public improvements and public purposes, to wit: renovating, constructing, developing, improving, expanding, furnishing, equipping and acquiring land and needed rights-of-way for park improvements; such bonds to mature serially or otherwise over a period not to exceed FORTY (40) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable

property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

### PROPOSITION NUMBER 3

“SHALL the City Council of the City of Plano, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$12,500,000 for permanent public improvements and public purposes, to wit: improving, renovating, expanding, furnishing and equipping recreation centers; such bonds to mature serially or otherwise over a period not to exceed FORTY (40) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

### PROPOSITION NUMBER 4

“SHALL the City Council of the City of Plano, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$15,000,000 for permanent public improvements and public purposes, to wit: construction, improvement, renovation, demolition and rehabilitation of public infrastructure improvements within the City related to revitalization of existing commercial facilities, including streets, utilities, open space and related public infrastructure and appurtenances; such bonds to mature serially or otherwise over a period not to exceed FORTY (40) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

### PROPOSITION NUMBER 5

“Shall the authority of the City Council of the City of Plano, Texas, to issue \$14,192,000 general obligation bonds of the City pursuant to Proposition No. 7 of the bond election held within the City on May 2, 1998, for the purpose of providing funds for permanent public improvements, to wit: acquiring, constructing, furnishing and equipping a creative and performing arts center be revoked?”

SECTION 2: The respective City election precincts for this election and the polling places designated for each election precinct are shown in Exhibit A, which is attached hereto and incorporated herein by reference as a part of this Resolution for all purposes. The election officers and maximum number of clerks for each polling place shall be determined and appointed in accordance with the joint contract for election services in Collin County (the “Collin County

Contract”) to be executed with the Collin County Elections Administrator with respect to that portion of the City located in Collin County, Texas and the joint contract for election services in Denton County (the “Denton County Contract”) to be executed with the Denton County Elections Administrator with respect to that portion of the City located in Denton County, Texas.

On election day, the polls shall be open from 7:00 a.m. to 7:00 p.m.

SECTION 3: (a) With respect to that portion of the City located in Collin County, early voting for this election shall be conducted April 29, 2013 through May 7, 2013. The Collin County Elections Administration, 2010 Redbud Drive, Suite 102, McKinney, Texas 75069, is hereby designated the main early voting polling place, and Sharon Rowe, Collin County Elections Administrator, is hereby appointed early voting clerk and shall appoint and designate deputy clerks for early voting in accordance with the Collin County Contract. Early voting for that portion of the City located in Collin County will also be conducted at the polling places shown in Exhibit B and all other locations as designated by the Collin County Elections Administrator, in accordance with the Collin County Contract. For more information regarding the City early voting locations within Collin County, please contact the Collin County Elections Department at (800) 687-8546 or [www.collincountytx.gov/elections](http://www.collincountytx.gov/elections).

(b) With respect to that portion of the City located in Denton County, early voting for this election shall be conducted April 29, 2013 through May 7, 2013. The Denton County Elections Administration, Administrative Complex – Elections Building, 701 Kimberly Drive, Suite A101, Denton, Texas 76208, is hereby designated the main early voting polling place, and Frank Phillips, Denton County Elections Administrator, is hereby appointed early voting clerk and shall appoint and designate deputy clerks for early voting in accordance with the Denton County Contract. Early voting for that portion of the City located in Denton County will also be conducted at the polling places shown in Exhibit B and all other locations as designated by the Denton County Elections Administrator, in accordance with the Denton County Contract. For more information regarding the City early voting locations within Denton County, please contact the Denton County Elections Department at (940) 349-3200 or [www.elections.dentoncounty.com](http://www.elections.dentoncounty.com).

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Collin County Contract and the Denton County, respectively.

SECTION 4: A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

Ballots shall be prepared in accordance with V.T.C.A., Election Code, and permit electors to vote “FOR” or “AGAINST” the aforesaid measures which shall appear on the ballot substantially as follows:

PROPOSITION NUMBER 1

THE ISSUANCE OF \$43,813,000 GENERAL OBLIGATION BONDS FOR STREET IMPROVEMENTS AND THE LEVY OF A TAX IN PAYMENT THEREOF

PROPOSITION NUMBER 2

THE ISSUANCE OF \$27,000,000 GENERAL OBLIGATION BONDS FOR PARK IMPROVEMENTS AND THE LEVY OF A TAX IN PAYMENT THEREOF

PROPOSITION NUMBER 3

THE ISSUANCE OF \$12,500,000 GENERAL OBLIGATION BONDS FOR RECREATION CENTER IMPROVEMENTS AND THE LEVY OF A TAX IN PAYMENT THEREOF

PROPOSITION NUMBER 4

THE ISSUANCE OF \$15,000,000 GENERAL OBLIGATION BONDS FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS RELATED TO REVITALIZATION OF EXISTING COMMERCIAL FACILITIES AND THE LEVY OF A TAX IN PAYMENT THEREOF

PROPOSITION NUMBER 5

THE REVOCATION OF \$14,192,000 GENERAL OBLIGATION BONDS FOR A CREATIVE AND PERFORMING ARTS CENTER

SECTION 5: All resident qualified electors of the City shall be permitted to vote at said election, and on the day of the election, such electors shall vote at the polling place designated for the election precinct in which they reside. This election shall be held and conducted in accordance with the provisions of V.T.C.A., Election Code and V.T.C.A., Government Code, Chapter 1251, and to the extent required by law, all election materials and proceedings shall be printed in both English and Spanish.

SECTION 6: A substantial copy of this Resolution shall serve as proper notice of said election. Said notice, including a Spanish translation thereof, shall be posted at three (3) public places within the City and at the City Hall not less than twenty-one (21) full days prior to the date on which said election is to be held, and be published on the same day in each of two successive weeks in a newspaper of general circulation in said City, the first of said publications to appear in said newspaper not more than thirty (30) days and not less than fourteen (14) full days prior to the day of the election.

SECTION 7: This Resolution hereby incorporates the provisions of the Collin County Contract and the Denton County Contract, and to the extent of any conflict between this Resolution and the Collin County Contract and the Denton County Contract, the provisions of

the Collin County Contract and the Denton County Contract, as applicable, shall control. The Mayor, City Manager or City Secretary or other appropriate official, is hereby authorized to correct, modify or change the Exhibits to this Resolution based upon the final locations and times agreed upon by the Collin County Elections Administrator and the Denton County Elections Administrator, as applicable, and the City.

*(remainder of page left blank intentionally)*

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Mayor  
City of Plano, Texas

ATTEST:

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City Secretary  
City of Plano, Texas

(City Seal)

APPROVED AS TO FORM:

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Diane C. Wetherbee, City Attorney

## EXHIBIT A

Collin County Election Precincts	Polling Location
52, 61, 68, 103 and 141;	Armstrong Middle School, 3805 Timberline Drive, Plano, TX 75074
34, 107, 119, 121, 135, 139 and 197;	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
21, 54, 62 and 66;	Carpenter Middle School, 3905 Rainier 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
90, 116, 137 and 176;	Tom Muehlenbeck Recreation Center, 5801 West Parker Road, Plano, TX 75093
26, 49, 67, 72 and 138.	Wilson Middle School, 1001 Custer Road, Plano, TX 75075

Denton County Election Precincts	Polling Location
2020	Christopher A. Parr Library, 6200 Windhaven Parkway, Plano, TX 75093

## EXHIBIT B

### POLLING PLACES FOR EARLY VOTING

#### Locations

#### Dates and Hours

#### Collin County

Collin County Elections Office  
2010 Redbud Boulevard, Suite 102  
McKinney, Texas 75069

April 29, 2013 – May 1, 2013; 8:00 a.m. – 5:00 p.m.  
May 2, 2013; 8:00 a.m. – 7:00 p.m.  
May 3, 2013 – May 4, 2013; 8:00 a.m. – 5:00 p.m.  
May 6, 2013 – May 7, 2013; 7:00 a.m. – 7:00 p.m.

Carpenter Park Recreation Center	6701 Coit Road	Plano, TX 75024
Christopher A. Parr Library	6200 Windhaven Parkway	Plano, TX 75093
Collin College- Spring Creek Campus	2800 E. Spring Creek Parkway	Plano, TX 75074
Collin College- Preston Ridge	9700 Wade Boulevard	Frisco, TX 75035
Maribelle M. Davis Library	7501-B Independence Parkway	Plano, TX 75025
Haggard Library	2501 Coit Road	Plano, TX 75075
Harrington Library	1501 18th Street	Plano, TX 75074
Plano Independent School District Administration Center	2700 West 15th Street	Plano, TX 75075
Murphy Municipal Complex	206 North Murphy Road	Murphy, TX 75094
Renner Frankford Branch Library	6400 Frankford Road	Dallas, TX 75252

#### Denton County

Denton County Elections Office  
701 Kimberly Drive, Suite A101  
Denton, Texas 76208

April 29, 2013 – May 4, 2013; 8:00 a.m. – 5:00 p.m.  
May 6, 2013 – May 7, 2013; 7:00 a.m. – 7:00 p.m.

Christopher A. Parr Library, 6200  
Windhaven Parkway, Plano, TX  
75093