

# CITY COUNCIL

1520 AVENUE K



DATE: 3/9/2011  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Dr. Scott Fenton  
Meadows Baptist Church  
PLEDGE OF ALLEGIANCE:

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><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>Presentation: State House Resolution honoring City Manager Bruce Glasscock</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> <p><b><u>CONSENT AGENDA</u></b></p> <p><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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>Approval of Expenditures</u></b></p> <p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p> <p>(a) To approve a contract made and entered into by and between the City of Plano, the Board of Trustees of the Plano Independent School District and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 14, 2011 Joint General Election in the estimated amount of \$27,408.</p> <p><b>Approval of Change Order</b></p> <p>(b) To Tiseo Paving Company, increasing the contract by \$35,997 for McDermott Road from Ohio Drive to Coit Road, Change Order No. 4. Original Bid No. 2009-143-B.</p> <p><b><u>Adoption of Resolutions</u></b></p> <p>(c) To authorize the purchase of the Interactive Voice Response (IVR) System Upgrade from Selectron Technologies, Inc., a sole source provider for such upgrade, in the amount of \$51,000; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(d) To approve the hiring of an Assistant City Attorney by the City Attorney; and providing an effective date.</p> <p><b><u>Adoption of Ordinances</u></b></p> <p>(e) To amend City of Plano Ordinance No. 2011-1-7 codified as Article II, Building Code, of Chapter 6 of the Code of Ordinances; adding amendments for Chapter 9 of the 2009 International Building Code, Fire Protection Systems, to mirror the amendments adopted with the 2009 International Fire Code; and providing, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.</p> <p>(f) To transfer the sum of \$42,000 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for auditing of additional major programs outside the scope of the audit engagement with Grant Thornton; amending the budget of the City and Ordinance 2010-9-8; declaring this action to be a case of public necessity; and providing 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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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> <p>(1) Consideration of an Ordinance to approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Allen, Texas; authorizing the City Manager to execute the agreement on behalf of the City of Plano; and providing an effective date.</p> <p>(2) Consideration of a Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between GGNCS Holdings, LLC and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal 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:		03-09-11		
Department:		City Manager		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White</b>				
<b>CAPTION</b>				
Presentation: State House Resolution Honoring City Manager Glasscock				
<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	



**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:		3/9/11		
Department:		City Secretary's Office		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): <b>Alice Snyder, X7515</b>				
<b>CAPTION</b>				
A contract made and entered into by and between the City of Plano, the Board of Trustees of the Plano Independent School District and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 14, 2011 Joint General Election in the estimated amount of \$27,408.				
<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:	2010-11	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	30,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-27,408	0
BALANCE		0	2,592	0
<b>FUND(S):     GENERAL FUND</b>				
<b>COMMENTS:</b> This item, in the amount of \$27,408, is included in the approved FY 2010-11 Budget. The remaining balance is \$2,592.				
<b>STRATEGIC PLAN GOAL:</b> Joint General Elections relates to the City's goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
To approve a contract with the Collin County Election Administrator for the City of Plano Joint General Election on May 14, 2011.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**May 14, 2011**  
**Joint General Election**  
**Contract for Election Services by and**  
**Between Collin County Elections**  
**Administrator, City of Plano and**  
**Plano Independent School District**

# May 14, 2011 Joint General Election

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Exhibit B.....Election Day Polling Locations  
Exhibit C.....Cost of Services  
Exhibit D.....Joint Election Agreement  
Exhibit E.....Affidavit of No Prohibited Interest

**THE STATE OF TEXAS**  
**COUNTY OF COLLIN**  
**CITY – SCHOOL PLANO**

§

**CONTRACT FOR**  
**ELECTION SERVICES**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the CITY OF PLANO, hereinafter referred to as the "CITY," and the BOARD OF TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," and SHARON ROWE, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City and School District's May 14, 2011 Joint General Election and a City Runoff Election, if necessary, on June 18, 2011. An additional cost estimate, early voting calendar, and election day polling place schedule will be prepared should a Runoff Election be necessary.

**THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

**I. DUTIES AND SERVICES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The recommendations of the City and the School District will be the accepted guidelines to have four clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will provide records to identify the need for additional workers to the City and the School District only in the event of the need to have an excess of four workers. The Contracting Officer will determine the number of clerks to work in the Central Counting Station and the number of clerks to

work on the balloting board. Election judges shall be secured by the Contracting Officer with the approval of the City and the School District.

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar) to be held Wednesday, May 11, 2011, at the Collin County 380 Courts Bldg., Central Jury Room, 1800 N. Graves St., McKinney, TX at 2:00 PM.

c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Total compensation for both pickup and delivery of supplies will be \$25.00, per Election Judge.

d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per work week.

B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the central counting station.

c. The Contracting Officer shall provide all lists of registered voters from all applicable counties for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by polling place, in lieu of alphabetical order by registered voter in each precinct for each polling place.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and tote boxes.

2. Supplies include smart cards, sample ballots, early voting mail ballots, pens, tape, markers, etc.

C. The Contracting Officer, Sharon Rowe, shall be appointed the Early Voting Clerk by the City and the School District.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City and School District's May 14, 2011, Joint General shall be conducted during the time period and at the locations listed in Exhibit "A" attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City or School District shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Chapter 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Officer shall arrange for the use of all Election Day polling places. The City and School District shall assume the responsibility of remitting the cost of all employee services each deems required to provide access, provide security or provide custodial services for the polling locations. The Election Day polling locations are listed in Exhibit "B" attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Chapter 127.000 of the Election Code and of this Contract. The Counting Station Manager and the Central Count Judge shall be Sharon Rowe. The Tabulation Supervisor shall be Patty Seals.

a. The tabulation supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the supervision of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted under the supervision of the Contracting Officer. Confirmation of these tests and their results shall be maintained for the mandatory time frame following the election, and in the event of litigation, during the pendency of the litigation.

c. Election night reports will be available to the City and School District at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City and School District as soon as possible after all returns have been tallied.

- e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months following the election, including a runoff.
  - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the final election.
  - 2. The City and School District can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City or School District does not request the lists, the Contracting Officer shall destroy them.
- f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City and School District in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(e) of the aforementioned code.

F. The Contracting Officer is in compliance with the amendments to Sec. 66.058 (Texas Election Code) and Chapter 129 (Texas Election Code) put into place by HB2524, 81<sup>st</sup> Regular Legislative Session.

**II. DUTIES AND SERVICES OF THE CITY AND SCHOOL DISTRICT.** The City and School District shall assume the following responsibilities:

A. The City and School District shall prepare the election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. The City and School District assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City and School District shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Friday, March 25, 2011.

C. The City and School District shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The City and School District shall deliver to the Contracting Officer as soon as possible, but no later than 9:00 AM Wednesday, March 16, 2011, the official wording for the City and School District's May 14, 2011, Joint General Election. Confirmation of declared write-in candidates shall be submitted to the Contracting Officer no later than Monday, March 21, 2011.

b. The City and School District shall approve the "blue line" ballot format prior to the final printing.

D. The City and School District shall post the publication of election notice by the proper methods with the proper media.

E. The City and School District shall prepare and submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes.

F. The City and School District shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates for required services shown on Exhibit "C" attached and incorporated.

G. The City and School District shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 8, 2011. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury  
ATTN: Pam Dugger  
2300 Bloomdale Rd., Suite 3138  
McKinney, Texas 75071**

Made payable to: "Collin County Treasury" with the note "for election services" included with check documentation.

H. The City and School District shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

**III. AFFIDAVIT OF NO PROHIBITED INTEREST.** Contracting Officer acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contracting Officer has executed the Affidavit of No Prohibited Interest, attached and incorporated by reference into this contract as Exhibit "E".

**IV. COST OF SERVICES.** See Exhibit "C."

**V. JOINT ELECTION AGREEMENT.** See Exhibit "D."

**VI. GENERAL PROVISIONS.**

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City and School District's May 14, 2011, Joint General Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City and School District.

C. If the City and/or School District cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 14, 2011, Joint General Election. Any entity canceling an election will be reimbursed amounts paid under Section II., G., pro-rated to deduct any actual expenses incurred by the Contracting Officer as of the date of cancellation of the election. All actual shared costs incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a May 14, 2011, Joint General Election.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

**Contracting Officer**

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2011.

\_\_\_\_\_  
Sharon Rowe  
Elections Administrator  
Collin County, Texas

**City of Plano**

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2011.

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

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

\_\_\_\_\_  
Approved As To Form

**Plano Independent School District**

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

By: \_\_\_\_\_  
Dr. Douglass W. Otto, Superintendent

Attest: \_\_\_\_\_  
Lloyd "Skip" Jenkins, President

Exhibit "A"

**MAY 14, 2011  
JOINT GENERAL ELECTION**

**City of Plano, Plano ISD/Frisco ISD  
Early Voting Locations and Hours**

Polling Place		Address			City	
Collin County Election Office (Main Early Voting Location)		2010 Redbud Blvd., #102			McKinney	
Christ United Methodist Church		3101 Coit Rd.			Plano	
Christopher A. Parr Library		6200 Windhaven Parkway			Plano	
CCCC – Spring Creek Campus		2800 E. Spring Creek Parkway			Plano	
CCCC – Preston Ridge Campus		9700 Wade Blvd.			Frisco (no cost to City/PISD)	
Haggard Library		2501 Coit Road			Plano	
Harrington Library		1501 18 <sup>th</sup> Street			Plano	
Murphy Municipal Complex		206 N. Murphy Road			Murphy (no cost to City/FISD)	
Plano ISD Administration Center		2700 W. 15 <sup>th</sup> Street			Plano	
Renner Frankford Library		6400 Frankford Road			Dallas (no cost to City/FISD)	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>	<i>May 5</i>	<i>May 6</i>	<i>May 7</i>
	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am - 7pm</b>	<b>8am - 5pm</b>	<b>8am - 5pm</b>
<i>May 8</i>	<i>May 9</i>	<i>May 10</i>	<i>May 11</i>	<i>May 12</i>	<i>May 13</i>	<i>May 14</i>
	<b>7am – 7pm</b>	<b>7am – 7pm</b>				<b>7am – 7pm Election Day</b>

Exhibit “B”

**MAY 14, 2011  
JOINT GENERAL ELECTION  
Election Day Polling Locations**

**City of Plano & Plano ISD**

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>City</b>
52, 61, 68, 103, 141	Armstrong Middle School	3805 Timberline Drive.	Plano
23, 46, 47, 50, 51, 152, 158	Bowman Middle School	2501 Jupiter Road	Plano
21, 54, 62, 66	Carpenter Middle School	1501 Cross Bend Road	Plano
109, 123, 226** (Denton Cty)	Christopher A. Parr Library	6200 Windhaven Pkwy.	Plano
15, 19, 53, 65, 70, 71	Haggard Middle School	2832 Parkhaven Drive	Plano
58, 77, 91, 130***	Hendrick Middle School	7400 Red River Drive	Plano
31, 32, 63, 76	Hughston Elementary School	2601 Cross Bend Road	Plano
64, 69	Schimelpfenig Middle School	2400 Maumelle Drive	Plano
28, 75, 105, 143	Shepton High School	5505 Plano Parkway	Plano
39, 85	Thomas Elementary School	1800 Montana Trail	Plano
26, 49, 67, 72, 138	Wilson Middle School	1001 Custer Road	Plano

**\*\* CITY only    \*\*\* PISD only**

**Election Day Locations–City of Plano/PISD/FISD**

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>City</b>
34, 107, 119, 121, 135, 139*	Bethany Elementary School	2418 Micarta Drive	Plano
90, 116, 137, 176	Brinker Elementary School	3800 John Clark Parkway	Plano
14*, 81, 86, 89, 108, 112, 124, 167	Robinson Middle School	6701 Preston Meadow Dr.	Plano

**\* CITY & FISD**

Exhibit "B"

**Election Day Locations – Plano ISD**

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>City</b>
48, 55, 164	Aldridge Elementary School	720 Pleasant Valley Lane	Richardson
73, 88, 115	Bentwood Trail Presbyterian Church	6000 Bentwood Trail	Dallas
94, 125, 144	Miller Elementary School	5651 Coventry Drive	Richardson
24, 84, 132	Mitchell Elementary School	4223 Briargrove Lane	Dallas
25, 165, 175	Murphy Municipal Complex	206 N. Murphy Road	Murphy
41, 60	Parker City Hall	5700E. Parker Road	Parker
74, 79, 142	Renner Frankford Library	6400 Frankford Road	Dallas
78, 110	Richardson Police Sub-Station	2003 E. Renner Road	Richardson
36, 104, 136	Rose Haggar Elementary School	17820 Campbell Road	Dallas

**EARLY VOTING**

Number of Early Voting Locations	6	0	0	0	6
Workers each location	4	0	0	0	4
	<b>Units</b>	<b>Cost PCTY</b>	<b>Units</b>	<b>Cost PCTY/PISD</b>	<b>Units</b>
Mailed Ballot Kits	25	\$25.00	1000	\$1,000.00	25
Postage for Ballots	5	\$4.40	50	\$44.00	5
Assemble EV Location	0	\$0.00	0	\$0.00	0
Total Judge Hours	0	\$0.00	0	\$0.00	0
Overtime Judge Hours	0	\$0.00	0	\$0.00	0
Total Alt. Judge & Clerk Hours	0	\$0.00	0	\$0.00	0
Overtime Alt. Judge & Clerk Hours	0	\$0.00	0	\$0.00	0
Library Security (PISD only)	0	\$0.00	0	\$0.00	0
Pickup & Delivery of Supplies	0	\$0.00	0	\$0.00	0
Total		\$29.40		\$1,044.00	
Number of Entities Sharing Costs		1		2	
SubTotal		\$29.40		\$522.00	
<b>Grand Total</b>		<b>\$8,881.43</b>			

**ELECTION DAY**

Number of Election Day Locations	14	0	11	0	3
Workers each location	4	0	4	0	4
	<b>Units</b>	<b>Cost PCTY</b>	<b>Units</b>	<b>Cost PCTY/PISD</b>	<b>Units</b>
Total Judge Hours	0	\$0.00	154	\$1,848.00	0
Total Alt. Judge & Clerk Hours	0	\$0.00	462	\$4,620.00	0
Church Rental (PISD Only)	0	\$0.00	0	\$0.00	0
Pickup & Delivery of Supplies	0	\$0.00	11	\$275.00	0
Total		\$0.00		\$6,743.00	
Number of Entities Sharing Costs		1		2	
SubTotal		\$0.00		\$3,371.50	
<b>Grand Total</b>		<b>\$3,954.50</b>			

**ADMINISTRATIVE EXPENSES**

Number of Early Voting Locations	6	0	0	0	6
Number of Election Day Locations	14	0	11	0	3
	<b>Units</b>	<b>Cost PCTY</b>	<b>Units</b>	<b>Cost PCTY/PISD</b>	<b>Units</b>
Manual Recount Deposit (if needed)	1	\$60.00	0	\$0.00	0
Process Pollworker Checks	0	\$0.00	44	\$66.00	0
Process Election Judge Notices	0	\$0.00	22	\$33.00	0
Total		\$0.00		\$99.00	
Number of Entities Sharing Costs		1		2	
SubTotal		\$0.00		\$49.50	
<b>Grand Total</b>		<b>\$76.50</b>			

**ESTIMATED CHARGES FOR CITY OF PLANO**

May 14, 2011

**Exhibit "C"**

**SUPPLY COST**

Number of Early Voting Locations	6	0	0	0	6
Number of Election Day Locations	14	0	11	0	3
		<b>Units Cost PCTY</b>	<b>Units Cost PCTY/PISD</b>	<b>Units Cost PCTY/FISD</b>	<b>Units Cost FISD/PISD/PCTY</b>
Sample Ballots	\$0.0690 each	1250 \$86.25	7500 \$517.50	1250 \$86.25	0 \$0.00
Early Voting Mail Ballots	\$1.20 each	25 \$30.00	1000 \$1,200.00	25 \$30.00	0 \$0.00
Precinct Ballot Setup	\$10.00 each	1 \$10.00	1 \$10.00	1 \$10.00	0 \$0.00
Precinct Ballots	\$0.1670 each	500 \$83.50	5000 \$835.00	750 \$125.25	0 \$0.00
Early voting and election day kits	\$25.00 each	0 \$0.00	11 \$275.00	0 \$0.00	9 \$225.00
Central Counting kit and supplies	\$50.00 each	0 \$0.00	0 \$0.00	0 \$0.00	1 \$50.00
County Precinct Maps	\$12.00 each	0 \$0.00	11 \$132.00	0 \$0.00	9 \$108.00
Printer Labels	\$15.13 each	0 \$0.00	12 \$181.56	0 \$0.00	15 \$226.95
<b>Total</b>		<b>\$209.75</b>	<b>\$3,151.06</b>	<b>\$251.50</b>	<b>\$609.95</b>
Number of Entities Sharing Costs		<u>1</u>	<u>2</u>	<u>2</u>	<u>3</u>
<b>SubTotal</b>		<b>\$209.75</b>	<b>\$1,575.53</b>	<b>\$125.75</b>	<b>\$203.32</b>
<b>Grand Total</b>	<b>\$2,114.35</b>				

**EQUIPMENT RENTAL COST**

Number of Early Voting Locations	6	0	0	0	6
Number of Election Day Locations	14	0	11	0	3
		<b>Units Cost PCTY</b>	<b>Units Cost PCTY/PISD</b>	<b>Units Cost PCTY/FISD</b>	<b>Units Cost FISD/PISD/PCTY</b>
Voting Machines	\$150.00 each	0 \$0.00	44 \$6,600.00	0 \$0.00	48 \$7,200.00
Machine Drayage/L&A/Gas	\$40.74 each	0 \$0.00	44 \$1,792.56	0 \$0.00	54 \$2,199.96
Transfer Cases	\$5.00 each	0 \$0.00	11 \$55.00	0 \$0.00	3 \$15.00
Metal Signs	\$1.00 each	0 \$0.00	22 \$22.00	0 \$0.00	18 \$18.00
Wood Signs	\$2.00 each	0 \$0.00	11 \$22.00	0 \$0.00	9 \$18.00
Large Early Voting Signs	\$5.00 each	0 \$0.00	0 \$0.00	0 \$0.00	6 \$30.00
Early Voting Cabinet	\$50.00 each	0 \$0.00	0 \$0.00	0 \$0.00	6 \$300.00
Tote Box	\$1.00 each	0 \$0.00	11 \$11.00	0 \$0.00	3 \$3.00
Early Voting Computer	\$300.00 each	0 \$0.00	0 \$0.00	0 \$0.00	6 \$1,800.00
<b>Total</b>		<b>\$0.00</b>	<b>\$8,502.56</b>	<b>\$0.00</b>	<b>\$11,583.96</b>
Number of Entities Sharing Costs		<u>1</u>	<u>2</u>	<u>2</u>	<u>3</u>
<b>SubTotal</b>		<b>\$0.00</b>	<b>\$4,251.28</b>	<b>\$0.00</b>	<b>\$3,861.32</b>
<b>Grand Total</b>	<b>\$8,112.60</b>				

## TABULATION

Tabulation Network	\$4,000.00
Programming	\$2,050.00
Spanish Interpreter f/Audio Ballot	\$350.00
Notice of Inspection/Tabulation Test	<u>\$1,750.00</u>
Total	\$8,150.00
Number of Entities	<u>30</u>
Total Per Entity	\$271.67

## CENTRALIZED COSTS

Early Voting Ballot Board	\$1,000.00
Cost for Central Count Workers	\$1,500.00
FICA on Election Workers	\$2,000.00
Assemble EV Location	\$50.00
Early Voting Machines in McKinney (8)	\$1,200.00
Early Voting Computer in McKinney	\$300.00
Early Voting Personnel in McKinney	\$4,100.00
Printer Labels for Early Voting in McKinney	\$75.00
Ballot Style Setup Fee & Delivery	\$400.00
County Overtime and Temporaries	\$20,000.00
FICA & Retirement for County Employees	<u>\$2,500.00</u>
Total	\$33,125.00
Number of Entities	<u>22</u>
Total Per Entity	\$1,505.68
<b>Total for Tabulation &amp; Centralized Costs</b>	<b>\$1,777.35</b>

## SUMMARY OF COSTS FOR CITY OF PLANO

<b>SUPPLY COST</b>	\$2,114.35
<b>EQUIPMENT RENTAL COST</b>	\$8,112.60
<b>EARLY VOTING</b>	\$8,881.43
<b>ELECTION DAY</b>	\$3,954.50
<b>ADMINISTRATIVE EXPENSES</b>	\$76.50
<b>TABULATION/CENTRALIZED COSTS</b>	\$1,777.35
Total	\$24,916.73
10% Administrative Fee	<u>\$2,491.67</u>
<b>Grand Total</b>	<b>\$27,408.40</b>
<b>90% Due County by 4/8/11</b>	<b>\$24,667.56</b>

**JOINT ELECTION AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

AFFIDAVIT OF NO PROHIBITED INTEREST

CITY SECRETARY'S OFFICE

I, the undersigned declare that I am authorized to make this statement on behalf of SHARON ROWE and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of the Collin County Elections Adm. 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.

SHARON ROWE  
Name of Contractor

By: Sharon Rowe  
Signature

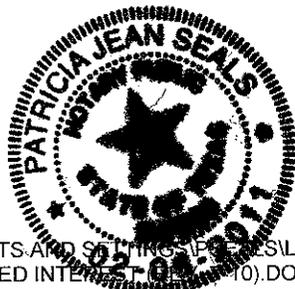
SHARON ROWE  
Print Name

ELECTIONS ADMINISTRATOR  
Title

2-11-11  
Date

STATE OF TEXAS §  
COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me this 11<sup>th</sup> day of February 2011.



Patricia Jean Seals  
Notary Public, State of TEXAS

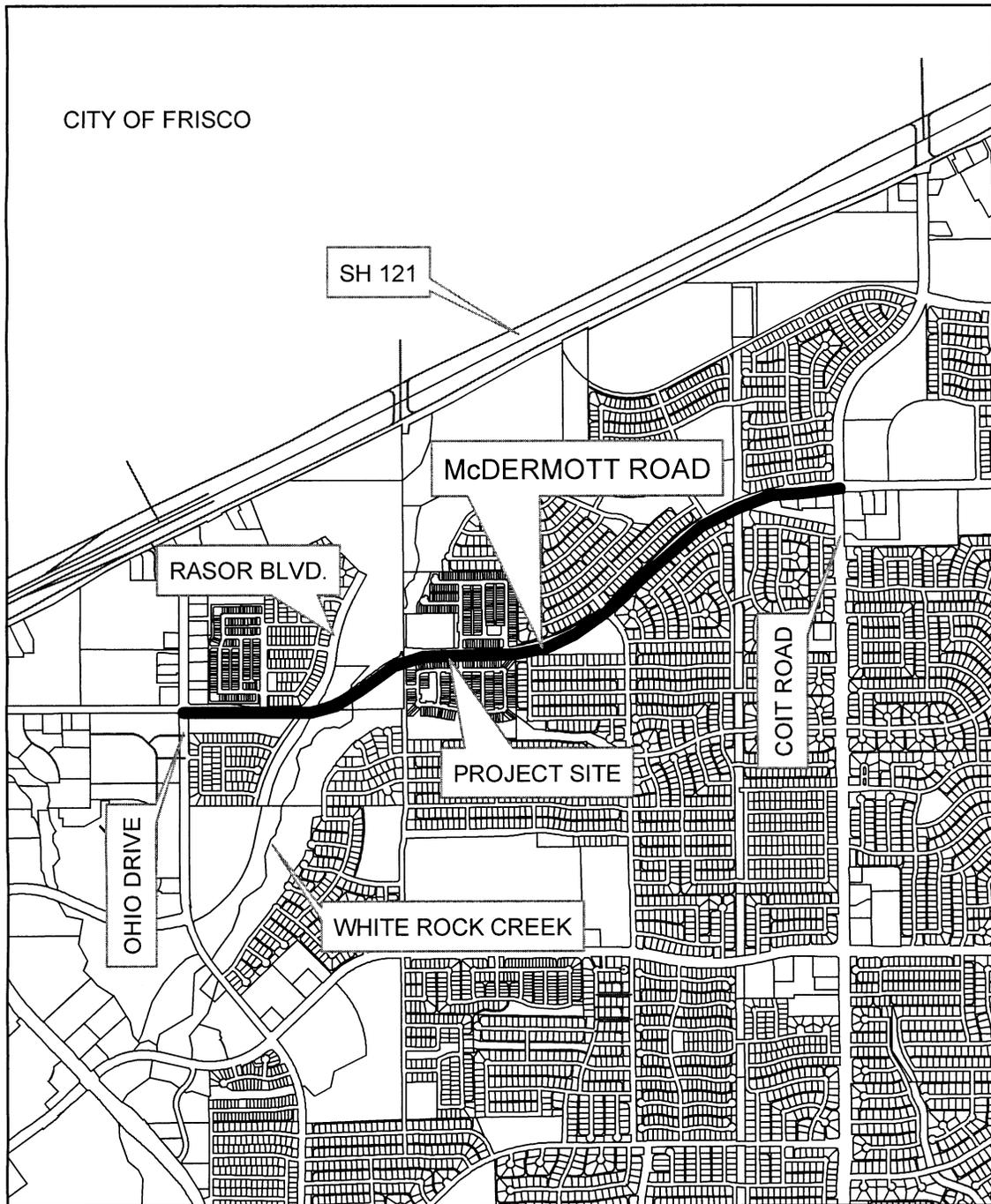


## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/09/11		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5387
<b>CAPTION</b>				
To Tiseo Paving Company, increasing the contract by \$35,997 for McDermott Road from Ohio Drive to Coit Road, Change Order No. 4. Original Bid No. 2009-143-B.				
<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:	2010-11	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		1,640,689	888,311	0
Encumbered/Expended Amount		-1,640,689	-846,554	0
This Item		0	-35,997	0
BALANCE		0	5,760	0
<b>FUND(s): STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the 2010-11 Street Improvement CIP. This item, in the amount of \$35,997, will leave a current year balance of \$5,760 for the McDermott Road – Coit to Ohio project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Additional modifications for state law compliance relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This change order, in the amount of \$35,997.06, is for the adjustment in pay quantities to the amounts actually installed, modifications to the original guardrail installations to fit actual field conditions and modification to the irrigation system design to comply with recent changes in State law.</p> <p>Staff recommends approval of Change Order No. 4. The contract total will be \$2,326,915.60, which includes change orders of 9.13% of the original contract amount of \$2,132,270.05.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Change Order No. 4			N/A	

# McDERMOTT ROAD WIDENING FROM OHIO DRIVE TO COIT ROAD

PROJECT No. 5387



CITY OF PLANO  
PUBLIC WORKS & ENGINEERING DEPT.

2,000 1,000 0 2,000 Feet



1 inch = 2,000 feet

**CHANGE ORDER NO. 4**

**MCDERMOTT ROAD FROM OHIO DRIVE TO COIT ROAD  
PROJECT NO. 5387 (CSJ 0918-24-119)  
PURCHASE ORDER NO. 103768  
CIP NO. 31397  
BID NO. 2009-143-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **TISEO PAVING COMPANY** for the **MCDERMOTT ROAD OHIO DRIVE TO COIT ROAD PROJECT**, dated December 14, 2009.

B. DESCRIPTION OF CHANGE

The change order is for the adjustment of pay quantities to cover items actually installed for the project, for additional items required for the construction of the revised landscaping irrigation system, for revisions to the existing guardrail installation and for the installation of an additional section of guardrail.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

CONTINUED ON NEXT PAGE

ITEM NO.	ITEM DESCRIPTION	CURRENT QTY.	REVISED QTY.	UNIT	UNIT PRICE	AMOUNT OF CHANGE
<b>FEDERAL PARTICIPATION</b>						
17	Lime (Hydrated Lime Slurry)	326	331.74	TON	\$145.00	\$832.30
18	Lime TRT (New Base)(6")	18446	18781.31	S.Y.	\$2.45	\$821.51
34	Riprap (Conc)(5")	84	98.87	C.Y.	\$260.00	\$3,866.20
35	Riprap (Mowstrip)(5")	66	76.00	C.Y.	\$280.00	\$2,800.00
61	Mtl. W-Beam Gd Fen (Tim Post)	575	675.00	L.F.	\$17.25	\$1,725.00
62	Terminal Achor Section	4	5.00	EA.	\$450.00	\$450.00
65	Guardrail End Treatment (Install)	4	5.00	EA.	\$1,900.00	\$1,900.00
118	MBGF Re-mobilization	0	1.00	L.S.	\$850.00	\$850.00
119	MBGF Curved Section	0	12.50	L.F.	\$35.00	\$437.50
120	Irrigation System Revisions	0	1.00	L.S.	\$21,396.40	\$21,396.40
<b>SUB-TOTAL:</b>						<b>\$35,078.91</b>
<b>CITY OF PLANO</b>						
17	Lime (Hydrated Lime Slurry)	16	16.27	TON	\$145.00	\$39.15
93	Cond (PVC)(Schd 40)(2")(Bore)	1,181	1241.00	L.F.	\$14.65	\$879.00
<b>SUB-TOTAL:</b>						<b>\$918.15</b>
<b>TOTAL:</b>						<b>\$35,997.06</b>

Original Contract Amount	\$ 2,132,270.05
Contract Amount (Including Previous Change Orders)	\$ 2,290,918.54
<b>Amount, Change Order No. 4</b>	<b>\$ 35,997.06</b>
<b>Revised Contract Amount</b>	<b>\$ 2,326,915.60</b>
<b>Total Percent Increase Including Previous Change Orders</b>	<b>9.13%</b>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 50 day(s) to this project:

Original Contract Time	200 working days
Amount (Including Previous Change Orders)	270 working days
Amount, Change Order No. 4	50 working days
Revised Contract Time	320 working days
<b>Total Percent Increase Including Previous Change Orders</b>	<b>60.00%</b>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **TISEO PAVING COMPANY**, do hereby agree to append this Change Order No. 4 to the original contract between themselves, dated December 14, 2009.

F. 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.

**OWNER:  
CITY OF PLANO**

**CONTRACTOR:  
TISEO PAVING COMPANY**

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

By: Robert Caudill  
(signature)

Print  
Name: Bruce D. Glasscock

Print  
Name: Robert Caudill

Print  
Title: City Manager

Print  
Title: Vice President

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

Date: 2/21/2011

APPROVED AS TO FORM:

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
  §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 21 day of  
Feb, 2011, by **ROBERT CAUDILL, VICE PRESIDENT** of **TISEO  
PAVING COMPANY** a **TEXAS** corporation, on behalf of said corporation.



*Melanie R. Taylor*  
Notary Public, State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2011, 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:		03/09/11		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): <b>Amy Powell X7342</b>				
<b>CAPTION</b>				
<p><b>A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of the Interactive Voice Response (IVR) System Upgrade from Selectron Technologies, Inc., a sole source provider for such upgrade, in the amount of \$51,000.00; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</b></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:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		0	72,500	0
		0	0	0
		0	-51,000	0
		0	21,500	0
<b>TOTALS</b>				
		<b>72,500</b>	<b>0</b>	<b>0</b>
		<b>0</b>	<b>0</b>	<b>0</b>
		<b>0</b>	<b>-51,000</b>	<b>-51,000</b>
		<b>0</b>	<b>21,500</b>	<b>0</b>
		<b>21,500</b>	<b>0</b>	<b>21,500</b>
<b>FUND(S):    TECHNOLOGY FUND (PROJECTS 62380 &amp; 62381)</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2010-11 Technology Fund budget for a system upgrade to the Interactive Voice Response (IVR) System in Building Inspections and Customer and Utility Services. The balance of funds will be used for other items related to the project.</p>				
<p><b>STRATEGIC PLAN GOAL:</b> Upgrades to the current IVR Systems relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Technology Services recommends Council approve this Resolution for Selectron , in the amount of \$51,000, for the purchase of the Interactive Voice Response (IVR) System Upgrade for the Building Inspections and Customer and Utility Services Departments. Selectron Technologies, Inc. is the sole source provider for the Interactive Voice Response (IVR) System upgrade and therefore, is exempt from competitive bid as provided for in Section 252.022(a) (7) of the Texas Local Government Code..</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Staff Memo, Resolution, and Exhibit A / Contract.				

## **Memorandum**

**Date:** February 25, 2011

**To:** David Stephens, Director of Technology Services

**From:** Danny Housewright, Systems and Programming Manager

**Subject:** IVR System Upgrade for Building Inspections and Customer and Utility Services

In 2002, the City of Plano purchased and implemented an Interactive Voice Response (IVR) system from Selectron Technologies, Inc. which replaced a no longer supported IVR system that was purchased from H.T.E., Inc. in 1997. The Selectron IVR solution has served the Building Inspections department well over the past 8 years. However, the server hardware is beyond the normal age to be replaced and the software is a very old version of the Selectron product. The Building Inspections Department submitted a budget supplement for the FY 2010-11 Budget that was approved to purchase a new server and to upgrade to the newest version of the IVR software for building permits.

In 2005, the City of Plano purchased the Selection IVR System for Utilities for the Customer and Utility Services Department. The system runs on a different server with a newer version of the IVR software which includes the capability to process credit card payments. Three months ago, the City was made aware of an issue with the credit card processing software which would require an upgrade in order for the software to be Payment Card Industry (PCI) compliant. Due to the nature of the upgrade, a total rebuild of all the IVR software would have to be done and the Customer and Utility Services Department would be without the IVR for about two weeks.

After reviewing options with the Building Inspections and Customer and Utility Services Departments, a consensus was reached that the best course of action is to combine the IVR solutions onto one server which will provide an upgraded server, upgraded IVR software for Building Permits, upgraded and PCI compliant credit card processing, cost savings by reducing the number of servers from two to one, and eliminate the two weeks of downtime for the Customer and Utility Services IVR.

The Building Inspections and Customer and Utility Services Departments use software from SunGard Public Sector (SPS) in order to provide services to citizens and contractors. Selectron is the only IVR vendor on the SPS approved vendors list for use with SPS applications.

Therefore, approval is requested to move forward with this project to combine the IVR systems onto one server using the funds which were approved through the FY 2010-11 Budget. The cost for hardware, software and services from Selectron Technologies, Inc. is \$51,000. Selectron is a sole source provider of their IVR products and is the only provider of IVR products that is an approved partner of SunGard Public Sector (formerly H.T.E.).

**A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of the Interactive Voice Response (IVR) System Upgrade from Selectron Technologies, Inc., a sole source provider for such upgrade, in the amount of \$51,000.00; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the Building Inspections Department and Customer and Utility Services of the City of Plano utilize a Interactive Voice Response (IVR) System developed by Selectron Technologies, Inc.; and

**WHEREAS**, an upgrade to the IVR system is necessary and Selectron Technologies, Inc. is the sole source provider for such upgrade; and

**WHEREAS**, the City Council has been presented a proposed Contract between the City of Plano and Selectron Technologies, Inc. for the Interactive Voice Response (IVR) System Upgrade, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Contract"); and

**WHEREAS**, upon full review and consideration of the Contract and all matters attendant and related thereto, the City Council is of the opinion that the Contract 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 City Council hereby finds and determines that Selectron Technologies, Inc. is the sole source provider for the Interactive Voice Response (IVR) System Upgrade and, thus, the purchase of such system upgrade is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

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

**Section III.** The City Manager, or his authorized designee is hereby authorized to execute the Contract 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 Contract.

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

**DULY PASSED AND APPROVED** this 9th day of March, 2011.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CONTRACT BY AND BETWEEN  
CITY OF PLANO, TEXAS AND  
SELECTRON TECHNOLOGIES, INC.**

**THIS CONTRACT** is made and entered into by and between **SELECTRON TECHNOLOGIES, INC.**, an Oregon corporation, whose address is 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223 hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.  
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials and equipment necessary for the provision of Interactive Voice Response (IVR) System Upgrade for Building Inspections and Customer and Utility Services in accordance with the Statement of Work and Fee Schedule provided herein (hereinafter referred to as "Project"). The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Statement of Work (Exhibit "A");
- (b) Fee Schedule (Exhibit "B");
- (c) Insurance Requirements (Exhibit "C"); and
- (d) Affidavit of No Prohibited Interest (Exhibit "D")

These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Contract Documents in the order in which they are listed above. These documents shall be referred to collectively as the "Contract Documents."

**II.  
TIME OF COMPLETION**

Contractor shall complete Project within six (6) months following notice to proceed from the City.

**III.  
WARRANTY**

Contractor warrants and covenants to City that all goods and services delivered to City by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services set forth in this Agreement. Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

**IV.  
PAYMENT**

Contractor shall invoice City for products and services delivered, on a unit cost basis, in accordance with Contractor's fee schedule attached hereto and incorporated herein as **Exhibit "B."** Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services performed.

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

**V.  
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

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

**VI.  
LOSSES FROM NATURAL CAUSES**

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

VII.  
INDEMNIFICATION

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. 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.

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

VIII.  
COMPLIANCE WITH APPLICABLE LAWS

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

**representatives.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.  
VENUE**

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

**X.  
ASSIGNMENT AND SUBLETTING**

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

**XI.  
INDEPENDENT CONTRACTOR**

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

**XII.  
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.  
HINDRANCES AND DELAYS**

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

**XIV.  
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**XV.  
SEVERABILITY**

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

**XVI.  
TERMINATION**

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

**XVII.  
ENTIRE AGREEMENT**

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

**XVIII.  
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.

**XIX.  
CONTRACT INTERPRETATION**

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

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

**XX.  
SUCCESSORS AND ASSIGNS**

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

**XXI.  
HEADINGS**

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

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

**SELECTRON TECHNOLOGIES, INC.**

Date: 2/14/11

By:

  
Name: Todd A. Johnston  
Title: President

**CITY OF PLANO, TEXAS**

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

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

CITY MANAGER

APPROVED AS TO FORM

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





**Selectron**  
TECHNOLOGIES, INC.

**Microsoft**  
**GOLD CERTIFIED**  
Partner

## Statement of Work

### **VoicePermits™**

SmartFAX  
Utility Notification (Fax)

### **VoiceUtility™**

Dynamic Information System  
Payment Processing: Credit Card  
Professional Voice Recording (Call Flow and System Prompts)  
Professional Voice Recording (Street Names)  
Professional Voice Recording and Translation (Spanish)  
SmartFAX  
Spanish Language  
Speech Recognition (English)

### **Outbound Delivery Services™**

Outbound Notify: Delinquency Notification  
Inspection Scheduled Notification  
Spanish Language

[www.SelectronTechnologies.com](http://www.SelectronTechnologies.com)

2.20.7

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EXHIBIT A.  
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## 1.0 Overview

This Statement of Work (SOW) outlines the software, hardware, and implementation services included with the purchase of an interactive solution from Selectron Technologies. Additionally, this document describes the Customer's responsibilities in providing a suitable environment and facilitating a successful implementation of the Selectron Technologies' interactive solution.

## 2.0 Functionality

This section details the functionality of each application included in the implementation of this interactive solution. All functions and features are dependent upon required application<sup>1</sup> data availability. The interactive solution must be able to retrieve data from the application databases either through direct access or through an indirect interface provided by the Customer and/or database vendor. In addition, the interactive solution is required to post data back to the application databases. Normally, an indirect interface is provided to ensure system integrity for posted data.

The exact data required for retrieval and posting by the interactive solution is determined by final product definition including agreed upon call flow, business rules, and work process. Additionally, the call flow, business rules, and work process may be limited by the availability and access to data.

### 2.1 VoicePermits

The VoicePermits application interacts with the Customer's permitting database to deliver information and services over the phone to callers.

#### 2.1.1 Standard Feature Set

This section details the standard features included with the VoicePermits application.

##### 2.1.1.1 Inspection Scheduling

VoicePermits allows callers to schedule, reschedule, and cancel inspections. Additionally, callers can leave messages for inspectors; messages are stored on the interactive solution's server for 90 days. Once the caller has scheduled, rescheduled, or cancelled an inspection, they will receive a confirmation number. To access scheduling functionality, callers must enter a valid permit number.

##### 2.1.1.2 Posting Inspection Results

Inspectors can use VoicePermits to post inspection results, hear messages left by the permit holder, and leave a message for the permit holder. To ensure security, inspectors must enter a PIN prior to recording results. The PIN can be determined by the Customer, but must be validated by the permitting database.

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1. The terms "application databases" and "application systems" refer to all Customer databases that have been integrated with the interactive solution (e.g., permitting database, utility database, court database, etc.).



### 2.1.1.3 Obtain Inspection Results

Permit holders can call VoicePermits to listen to the results of their scheduled inspection and listen to any messages left by the inspector; messages are stored on the interactive solution's server for 90 days. To access inspection results, callers must enter a valid permit number.

## 2.1.2 Additional Features

This section details the optional, add-on modules included with the VoicePermits application.

### 2.1.2.1 SmartFAX

When SmartFAX software is installed on the server, VoicePermits is able to send faxes to callers. When prompted, callers can use the telephone keypad to enter the number where the fax should be sent. Selectron Technologies recommends that faxed documents be no longer than ten pages to ensure accurate delivery to recipients.

### 2.1.2.2 Utility Notification

When an inspector posts a passing result on a final gas or electric inspection, VoicePermits generates a Request for Activation document and sends it to the applicable utility department by fax. If more than one utility company exists, the inspector chooses which one to send the document to. The Utility Notification is sent immediately after the inspector posts the result. The fax number must be available in the permitting database.

This module uses a specific fax template—refer to [section 3.1.9, Define Fax Template Location](#), for more information. The exact data to be displayed on the Utility Notification fax must be determined during system implementation. While the static information on the fax template can be changed by the Customer post-installation, all data changes after development has begun are billable on a Time and Materials basis. Typical information displayed on a Request for Activation fax includes the site address, permit number, description of the permit, and the date of inspection. All information must be available in the permitting database.

## 2.2 VoiceUtility

The VoiceUtility application interacts with the Customer's utility database to deliver information and services over the phone to callers.

### 2.2.1 Standard Feature Set

This section details the standard features included with the VoiceUtility application.

#### 2.2.1.1 Account Access

VoiceUtility provides callers with current utility account status information, including the caller's site number, site address, current or delinquent balance, payment due date, pending amount, and consumption information. Additionally, callers may request to hear billing and payment history for the last 12 months. To access account information, callers enter their utility account num-



ber and, optionally, a security code. The security code can be determined by the Customer, but must be verified by the utility database.

Once callers have heard their account status, they can request a fax of the information. Using their keypad, callers enter the fax number to which the documents will be sent.

#### **2.2.1.2 SmartFAX**

SmartFAX software enables VoiceUtility to send faxes to callers. When prompted, callers can use the telephone keypad to enter the number where the fax should be sent. Selectron Technologies recommends that faxed documents be no longer than ten pages to ensure accurate delivery to recipients.

### **2.2.2 Additional Features**

This section details the optional, add-on modules included with the VoiceUtility application.

#### **2.2.2.1 Dynamic Information System**

The Dynamic Information System (DIS) allows the Customer to dynamically create hierarchically-structured menus that provide callers with a way to access pre-recorded informational messages, request faxes, or transfer to specific extensions.

DIS is comprised of a series of menus, each containing additional sub-menus or items. The dynamic nature of DIS allows the Customer to configure the menus and items to fit the content and nature of information provided to callers.

The number of items included with DIS implementation is determined by the number of licenses purchased (refer to the Contract for more information). Items can include faxing requests, informational messages, or transfers to specific extensions. Additionally, each item or menu may have a shortcut number associated with it, allowing callers to go directly to a specific item or menu without waiting through a series of prompts. Access to DIS is placed within the call flow; DIS cannot be used to change the interactive solution's implemented call flow.

When the Spanish Language module is implemented, the DIS menu can be presented to callers in Spanish. The DIS call tree will be identical in either language, although the Customer must translate and record the Spanish prompts, just as in English.

#### **2.2.2.2 Payment Processing: Credit Card**

VoiceUtility accepts credit card payments; the Customer's business rules determine whether the system can process over payments or partial payments. Visa®, MasterCard®, and American Express® are all pre-configured credit card types within VoiceUtility; credit card types not used by the Customer will be unavailable to the caller. Once a payment has been processed, VoiceUtility issues a payment confirmation number. When taking a payment, the payment processing software verifies the credit card number and expira-



tion date. For more security, the Customer can choose to verify the card holder's zip code and security code.

VoiceUtility provides a report for manual posting, or, if supported, passing payment information to the interface to be processed into the Customer's utility system.

The following payment processing fees and services are not covered by purchase of the VoiceUtility system:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third-party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, are billable on a Time and Materials basis.

### 2.2.2.3 Professional Voice Recording

All system prompts (including call flow) and street names are professionally recorded prior to installation. Additionally, outbound notification prompts are professionally recorded ([section 2.3.1.1, Outbound Notify](#)). The following non-system prompt and message types are not included, and require Customer recording:

- Dynamic Information System prompts and messages ([section 2.2.2.1, Dynamic Information System](#))
- Optional Greeting ([section 3.2.4, Append an Optional Greeting](#))

For more information regarding non-system prompt recording, refer to [section 3.2.7, Record Prompts and Responses](#). The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis (street names will be updated on a quarterly basis as described in [section 3.2.6, Add New Streets](#)).

### 2.2.2.4 Spanish Language

The Spanish Language module enables VoiceUtility to play back system prompts in both English and Spanish. Additionally, all dates, numbers, ordinals, currencies, and letters are translated to the proper language. All other prompts must be recorded and translated by the Customer ([section 3.2.7, Record Prompts and Responses](#)).

When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts are recorded in Spanish prior to installation. Non-system prompt and message types are not included and require Customer translation and recording. Refer to [section 2.2.2.3, Professional Voice Recording](#), for a list of non-system prompts and messages.

The professionally-recorded Spanish prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.



#### 2.2.2.5 Speech Recognition (English Only)

This module allows VoiceUtility to recognize the spoken word. Callers can select menu choices by speaking keywords when prompted by the system or speak dates when asked. If the information is complex, VoiceUtility repeats the information and asks if correction is needed. When the system cannot understand a spoken phrase or word, it asks the caller to use the keypad for entry. The Speech Recognition module does not provide functionality for languages other than English, unless specifically requested.

Speech Recognition is not currently offered for DIS; therefore, DIS interaction is performed through the keypad.

### 2.3 Outbound Delivery Services

Outbound Delivery Services is an information delivery system that allows the Customer to initiate automated outbound campaigns to deliver information and messages to citizens. The engine is used to power two service types: Outbound Alert and Outbound Notify. Both service types are implemented separately. The service type(s) that are implemented for the interactive solution are detailed below.

#### 2.3.1 Standard Feature Set

This section details the standard features included with Outbound Delivery Services.

##### 2.3.1.1 Outbound Notify

The Outbound Notify service type enables the Customer to run contextual campaigns tailored to specific individuals or groups. Typically, Outbound Delivery Services pulls data from the Customer's application database(s) to present information to citizens, although Selectron Technologies works with the Customer to implement other solutions. Due to their complex nature, each notification requires Professional Services to configure.

Outbound Notify can be implemented with a number of pre-configured notifications or Selectron Technologies works with the Customer to develop custom notifications as agreed upon. Refer to [section 2.3.2, Additional Features](#), for a list of all pre-configured notifications included with this implementation.

Notifications can be configured to run automatically or at specific dates and times. Notifications are sent via phone.

#### 2.3.2 Additional Features

This section details the optional, add-on modules included with this implementation of Outbound Delivery Services.

##### 2.3.2.1 Outbound Notify: Delinquency Notification

This notification requires the VoiceUtility application and interacts with the utility database. When this notification is configured, customers may be contacted about delinquent accounts. Typical information included in the notification includes the account number, delinquent date, delinquent amount, and the due date. If payment processing has been implemented with Voi-



ceUtility, phone call recipients may have the option of transferring to the VoiceUtility payment menu. Call recipients must have their phone number available in the utility database in order to receive the notification.

### 2.3.2.2 Inspection Schedule Notification

This notification informs the recipient that they have one or more inspections scheduled for an upcoming date. If the recipient accepts the call, the IVR speaks the time, date, and location of the inspection, and the inspector's name. If the IVR detects it has connected to voicemail, it will leave a message containing this same data.

### 2.3.2.3 Spanish Language

The Spanish Language module allows Outbound Delivery Services to play outbound campaign messages in both English or Spanish over the phone. The content of the message is identical for each language. All messages must be translated and recorded by the Customer, however, all dates, numbers, ordinals, currencies, and letters are already translated to the proper language. Depending on configuration, campaigns sent via fax include both English and Spanish within the same message.

## 3.0 Administrative Tasks

This section details tasks that the Customer's system administrator can perform while maintaining and operating the interactive solution.

### 3.1 VoicePermits

The tasks listed below apply to the VoicePermits application.

#### 3.1.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 1 lists the reports available with this implementation.

**Table 1 System Reports**

Report	Definition
System Usage	Calls received by day for selected date range
System Line Usage	Calls received by line for selected date range
System Usage by Hour	Calls received by hour for selected date range



**Table 1 System Reports**

<b>Report</b>	<b>Definition</b>
System Statistics	Displays consolidated usage information, including time in use and call time information
Call Activity Details	Displays all actions that a caller made during a call
Inspector Post Activity	Lists all inspections posted by each inspector for a selected date range
Action Report	Number of times the application functions were selected for selected date range
Fax Activity Report	Fax status, document, date, time, and permit number

**3.1.2 Set Operator Transfer Extension**

By setting the operator transfer extension, system administrators can determine where VoicePermits transfers calls. Calls can be transferred to different extensions depending on the time of day and what type of information the caller is requesting. Operator transfer settings are managed using the Administration Tool ([section 4.2, Software](#)).

**3.1.3 Set Office Hours and Holidays**

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

**3.1.4 Append an Optional Greeting**

Appending an optional greeting instructs the system to play an additional greeting message when callers access VoicePermits. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation ([section 4.3.3, Provide Administrative Training](#)).

**3.1.5 Control Administrative Access**

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool ([section 4.2, Software](#)).

**3.1.6 Add New Streets**

As new streets are added to the Customer's jurisdiction, the system administrator should add them to VoicePermits; this ensures that appropriate responses are played to caller inquiries. Adding new street names and words requires two steps: creating



the file in the Administration Tool ([section 4.2, Software](#)) and then recording the name or word using the telephone.

### 3.1.7 Record Prompts and Responses

New street words, codes, or system prompts need to be recorded. Recording prompts and responses creates an audio file for use by VoicePermits during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts.

### 3.1.8 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the VoicePermits system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

### 3.1.9 Define Fax Template Location

When callers request faxes, the information is sent in a pre-determined template. The Customer is responsible for creating a template in RTF format and uploading it using the Administration Tool ([section 4.2, Software](#)). Each implemented module with faxing functionality may require a separate template. Selectron Technologies' Project Manager assists the Customer in determining the number of templates required to ensure system functionality.

### 3.1.10 Set Maximum Message Length

The VoicePermits application allows callers to leave messages for inspectors. By setting the maximum message length, the system administrator can determine a specific amount of time for messages. While messages can be any length, Selectron Technologies recommends that they be no longer than the automatic default of five minutes.

### 3.1.11 Define Schedule Days

The VoicePermits application offers callers a specific number of days ahead for inspection scheduling. The system administrator can set the number of available days using the Administration Tool ([section 4.2, Software](#)). The Customer's business rules determine how many days forward VoicePermits will offer callers.

## 3.2 VoiceUtility

The tasks listed below apply to the VoiceUtility application.



### 3.2.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 2 lists the reports available with this implementation.

**Table 2 System Reports**

Report	Definition
System Usage	Calls received by day for selected date range
System Line Usage	Calls received by line for selected date range
System Usage by Hour	Calls received by hour for selected date range
System Statistics	Displays consolidated usage information, including time in use and call time information
Action Report	Number of times the application functions were selected for selected date range
Payment Detail Report	Payment type with date, time, utility account numbers, and Confirmation numbers
Fax Activity Report	Fax status, document, date, time, and number
DIS Action Report	Displays the types of actions that callers requested during a selected date range
DIS Fax Activity Report	Displays DIS-specific fax activity, including fax status, document, date, and fax number

### 3.2.2 Set Operator Transfer Extension

By setting the operator transfer extension, system administrators can determine where VoiceUtility transfers calls. Calls can be transferred to different extensions depending on the time of day and what type of information the caller is requesting. Operator transfer settings are managed using the Administration Tool ([section 4.2, Software](#)).

### 3.2.3 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.



### 3.2.4 Append an Optional Greeting

Appending an optional greeting instructs VoiceUtility to play an additional greeting message when callers access the interactive solution. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation ([section 4.3.3, Provide Administrative Training](#)).

### 3.2.5 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for VoiceUtility. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool ([section 4.2, Software](#)).

### 3.2.6 Add New Streets

As new streets are added to the Customer's jurisdiction, the system administrator should add them to the VoiceUtility system; this ensures that appropriate responses are played to caller inquiries. Adding new street names and words requires two steps: creating the file in the Administration Tool ([section 4.2, Software](#)) and then recording the name or word using the telephone.

When Professional Voice Recording has been implemented, street name prompts are recorded for the Customer prior to system delivery. Any new or updated prompts can be recorded for the Customer on a quarterly basis; prompts needing immediate recording, between quarterly updates, are the Customer's responsibility ([section 3.2.7, Record Prompts and Responses](#)). Note that, in order for Selectron Technologies to identify new streets, they must exist in the VoiceUtility database. Access to quarterly voice updates is contingent upon an active Support and Maintenance plan; refer to the Contract for more details.

### 3.2.7 Record Prompts and Responses

New street words, codes, or system prompts need to be recorded. Recording prompts and responses creates an audio file for use by the interactive solution during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts.

When purchasing Professional Voice Recording, all system prompts (including call flow) and street names are recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to [section 2.2.2.3, Professional Voice Recording](#), for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation ([section 4.3.3, Provide Administrative Training](#)).

When the Spanish Language module is implemented, recording and translation of prompts from English to Spanish is the Customer's responsibility. Dates, numbers, ordinals, currencies, and letters are already translated to the proper language. When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts (including call flow) are translated and recorded in Spanish prior to installation. Street names and non-system prompt and



message types are not included and require Customer translation and recording. Refer to [section 2.2.2.3, Professional Voice Recording](#), for a list of non-system prompts and messages.

### 3.2.8 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the VoiceUtility application. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

### 3.2.9 Define Fax Template Location

When callers request faxes, the information is sent in a pre-determined template. The Customer is responsible for creating a template in RTF format and uploading it using the Administration Tool ([section 4.2, Software](#)). Each implemented module with faxing functionality may require a separate template. Selectron Technologies' Project Manager assists the Customer in determining the number of templates required to ensure system functionality.

### 3.2.10 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password VoiceUtility uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool ([section 4.2, Software](#)), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

### 3.2.11 Maintain DIS Prompts and Menus

The Customer is responsible for maintaining the DIS menus and items. This includes adding, editing, and deleting DIS menus, sub-menus, and items for each included system. Additionally, the Customer is responsible for recording DIS prompts and messages. Training on how to record prompts and responses is provided during system installation ([section 4.3.3, Provide Administrative Training](#)).

## 3.3 Outbound Delivery Services

The tasks listed below apply to the Outbound Delivery Services application.

### 3.3.1 Run Outbound Reports

System administrators can run Outbound reports by using the browser-based Outbound Tool ([section 4.2, Software](#)). Reports can be generated, viewed, saved, and printed using Microsoft Internet Explorer® 5.0, Mozilla Firefox™ 1.0, or newer, with



access to the Customer's intranet. Depending on configuration, Outbound reports detail the phone number called and connection status.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 3 lists all available Outbound reports.

**Table 3 Outbound Reports**

Report	Definition
System Usage	<ul style="list-style-type: none"> <li>• Calls sent by day for selected date range</li> </ul>
System Line Usage	<ul style="list-style-type: none"> <li>• Calls sent by line for selected date range</li> </ul>
System Usage by Hour	<ul style="list-style-type: none"> <li>• Calls sent by hour for selected date range</li> </ul>
Statistic Report	Total number of calls, the success level of each call, and the choices recipients made during the calls; searchable by date range, campaign name, campaign type, and customer ID
Activity Report	All successful and unsuccessful calls for a date range; searchable by date range, campaign name, campaign type, and customer ID

**3.3.2 Control Administrative Access**

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool ([section 4.2, Software](#)).

**3.3.3 Set Outbound Campaign Guidelines**

When initiating outbound campaigns, the Customer must configure campaign delivery methods in the Outbound Tool. Configurable options include date and time to initiate campaigns and process guidelines for all applicable delivery methods. For notifications to function properly, customer contact information must be entered into the application database(s). Notification guidelines are determined during the call flow process ([section 5.1.1.4, Provide Configuration Assistance](#)).



### 3.3.4 Create and Import Broadcast List for Outbound Campaigns

Typically, notifications pull information directly from the Customer's application database(s). However, if a database is unavailable, a broadcast list containing citizen contact information, as well as pertinent citizen data can be loaded into the system.

### 3.3.5 Record Prompts and Responses for Notifications

Recording prompts and responses creates an audio file for use by Outbound Delivery Services during a notification call campaign. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts. When the Spanish Language module is implemented, recording and translation of prompts from English to Spanish is the Customer's responsibility. Dates, numbers, ordinals, currencies, and letters are already translated to the proper language.

### 3.3.6 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the Outbound Delivery Services system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

## 4.0 Deliverables

This section details the hardware, software, and services included in system implementation.

### 4.1 Hardware

Refer to Appendix A, **Hardware Specifications**, for details regarding hardware provided with the interactive solution.

### 4.2 Software

The associated software licenses necessary for the upgrade services detailed in Section 1 of the contract are being delivered subject to the terms and conditions of the Software License Agreement and Support and Maintenance agreements.

#### 4.2.1 Selectron Technologies Software

The interactive solution's server (Appendix A, section B.1, Server) has the following Selectron Technologies' software installed:

- VoicePermits application software
- VoiceUtility application software
- Outbound Delivery Services engine
- Selectron PayEngine PCI Accepted Credit Card Processing Software
- SmartFAX software

In addition to the software listed above, the base system includes two licenses for the Administration Tool. The Customer uses this software to remotely define user-configurable settings in the interactive solution. One license is pre-installed on the server (Appendix A, section B.1, Server); the second license allows the Customer to install



the Administration Tool on a workstation. Additional Administration Tool licenses can be purchased.

Outbound Delivery Services requires an additional, browser-based Outbound Tool. With this tool, users can remotely define user-configurable settings for Outbound Delivery Services. This browser-based tool may be used from any computer on the Customer's intranet. From outside the network, the Customer's staff may connect to the Outbound Tool via a VPN connection.

#### 4.2.2 Third-Party Software

The interactive solution's server has the following third-party software installed:

- Microsoft® SQL® Server 2005 Express Edition with Advanced Services SP1 (embedded, run-time edition; not for use with any other product)
- Nuance OpenSpeech™ Recognizer (OSR) speech recognition software
- Symantec® pcAnywhere® remote access software
- Microsoft Visual C#®
- Microsoft SDK 5.1 for Windows®

### 4.3 Installation and Training

Selectron Technologies provides two days of on-site installation, testing, and training for the interactive solution. The amount of on-site training and installation days increases when the interactive solution has more than one application installed.

The pricing information provided in the Quote assumes a simultaneous installation of all interactive solution systems. If the Customer chooses a phased approach to installation and implementation, additional time and materials costs may apply.

#### 4.3.1 Test and Install System Server

On the first on-site day, an Installation Specialist installs the interactive solution's server and performs any necessary configuration. Once installed, the Installation Specialist tests the interactive solution to ensure all included applications are functioning properly (refer to [section 2.0, Functionality](#), for a list of all included applications).

#### 4.3.2 Test Credit Card Payment Functionality

Test transactions are run to verify the interface between the Payment Processing software modules with the vendor selected for payment processing.

#### 4.3.3 Provide Administrative Training

Training for the system administrator occurs on the second day of the Installation Specialist's visit. Training also includes guidance on how system administrators can train additional staff.

Training for non-system prompt recording is also provided (refer to [section 2.2.2.3, Professional Voice Recording](#), for a list of non-system, VoiceUtility prompts)



#### 4.3.4 Interface Upgrades

After the initial implementation of the interactive solution, the application database vendor may release new updates to their application or its interface (API) that enable previously unavailable standard functionality described in this document. Implementing these features in a completed interactive solution with an upgraded application or interface will normally require professional services outside the scope of this document.

### 4.4 Documentation

A hard copy of the Administration Manual for each included application is delivered with the server. Additionally, an electronic version of each manual is provided in PDF format (refer to [section 2.0, Functionality](#), for a list of included applications).

### 4.5 Support

Selectron Technologies' interactive solution has been thoroughly tested to ensure that the performance and functionality described in this document is accurate. The solution's software and hardware components are dependent on many services and applications within the Customer's operating environment that can impact system performance. While the interactive solution is designed to minimize performance interruptions, from time to time they will occur. Once notified of an interruption, Selectron's Customer Support Service begins troubleshooting the issue, with the objective of returning the system to full functionality as quickly as possible.

Refer to your Service Agreement, or [section 5.1.3, On-going System Maintenance](#), of this document, for more information regarding services provided with the interactive solution.

## 5.0 Responsibilities and Requirements

### 5.1 Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding system implementation and maintenance.

#### 5.1.1 Pre-Installation

##### 5.1.1.1 Provide Project Management

Selectron Technologies assigns a Project Manager to the system implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

##### 5.1.1.2 Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the implementation process:

- Implementation Questionnaire- identifies the Customer's functional needs and is used to create an implementation timetable. Each application included with this implementation has its own questionnaire (refer to [section 2.0, Functionality](#), for a list of included applications).



- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and permitting database, prior to system delivery and installation, to allow for complete system testing. Refer to section 5.2.1.7, Provide Remote Network Access to Permitting Database, for more information.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and utility database, prior to system delivery and installation, to allow for complete system testing. Refer to section 5.2.1.8, Provide Remote Network Access to Utility Database, for more information.
- Implementation Timetable- details project schedule and details all project milestones.
- Pre-Install Checklist- prepares the Customer's staff for system installation. Once the checklist is completed and returned, the Project Manager schedules the on-site installation.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- System Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

#### **5.1.1.3 Develop Call Flow**

The Project Manager works with the Customer to develop and complete the call flow design. Software development cannot begin until the call flow design is completed and approved by the Customer. During this period, the Project Manager also works with the Customer to complete the notification call flow. Also included are 16 hours of Professional Services, in which an initial DIS menu is designed by Selectron Technologies' Project Manager and developers for testing and training purposes.

#### **5.1.1.4 Provide Configuration Assistance**

The Project Manager assists the Customer with the configuration of user-defined options. These options include:

- Setting Delinquency Notification guidelines
- Deciding which vendor to use for payment processing.
- Determining whether VoicePermits sends Request for Activation documents immediately or sends them at a particular time of day, and specifying which inspections cause a fax to be sent.
- Configuring Inspection Schedule Notifications.

#### **5.1.1.5 Perform Quality Assurance Testing**

Selectron Technologies thoroughly tests all applications and hardware prior to delivery, ensuring system functionality.

#### **5.1.1.6 Provide Marketing Materials**

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is developed using Adobe® InDesign® CS2



and is provided to the Customer in PDF format (original InDesign files are provided upon request).

Marketing collateral is adapted to the Customer's jurisdiction. Selectron Technologies' Project Manager assists the Customer in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- Interactive solution's phone number
- Jurisdiction logo (preferably in EPS format)
- Jurisdiction address
- Name of the interactive solution, if Selectron branding is not utilized
- Included modules and functionality
- Additional contact/informational phone numbers
- Emergency contact information
- Sample utility bill for use on materials (PDF format)
- Inspection codes

The templates are adapted to fit the Customer's jurisdiction using the information from the above list. The Customer is able to review the material to ensure information accuracy. If errors exist, the marketing materials are emended to display the correct information. Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

### 5.1.2 Installation

Selectron Technologies provides two days of on-site installation, testing, and training for the interactive solution. Refer to [section 4.3, Installation and Training](#), for additional information.

### 5.1.3 On-going System Maintenance

Selectron Technologies' support plan includes repair or replacement of any failed hardware or software component, a toll-free support line, and dial-in technical support for the solution. Refer to the Contract for more information.

## 5.2 Customer

This section outlines the Customer's system implementation and maintenance requirements.

### 5.2.1 Pre-Installation

#### 5.2.1.1 Return Implementation Questionnaire

Selectron Technologies' Project Manager provides the Customer with an implementation questionnaire ([section 5.1.1.2, Provide Documentation](#)). The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable. Each application included



in the interactive solution has a separate implementation questionnaire. Refer to section 2.0, Functionality, for a list of all included applications.

### 5.2.1.2 Determine System Connection

Prior to system implementation, Selectron Technologies' Project Manager assists the Customer in determining how the interactive solution will be implemented—whether the system connects using standard, analog phone lines, a T1 line, ISDN (Integrated Digital Services Network), or VoIP (Voice over Internet Protocol). At times, these methods may incur differing costs (including such items as hardware, telephony professional services, or special installation services). The Project Manager will detail such special considerations as part of choosing the connection method. Once determined, and hardware has been purchased, changes to the connection configuration shall incur additional charges.

Refer to the item in the list below for more details on the requirements pertaining to connection methods:

- **Analog** For a traditional, analog implementation of the interactive solution, one phone line per port must be provided and installed by the Customer. Phone lines must be part of a hunt group; Selectron Technologies strongly suggests that the Customer configure a terminal hunt group, which helps determine line usage.
- **T1** If the Customer chooses a T1 line installation, a station-side line is required to connect the interactive solution's server to the PBX (Private Branch eXchange).
- **ISDN** When the Customer chooses to implement the interactive solution with an ISDN (Integrated Digital Services Network) system, full functionality may be dependent upon the feature set supported by the ISDN circuit provider.
- **VoIP** If the Customer chooses to implement the interactive solution with a VoIP (Voice over Internet Protocol) system, full functionality may not be available. VoIP is a developing technology in which standards, protocols, and integration methods are not yet mature. To ensure full functionality, analog lines are often used to connect the interactive solution to the Customer's VoIP switch via a gateway device (which is not included with the interactive solution). This gateway device must support all necessary functions required of the switch (such as transfers).

The Customer is responsible for ensuring that the VoIP system is configured correctly to allow full functionality of the interactive solution. Full functionality may require additional third-party hardware and services, which are the responsibility of the Customer. Additional integration services are provided by Selectron Technologies' Project Manager and development team as part of the implementation process.

If the Customer is upgrading a Selectron interactive solution to a VoIP environment, an additional license fee is required to upgrade to the latest version of the Syntellect CT ADE toolkit.



### 5.2.1.3 Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions

VoicePermits Data:

- Inspection result codes and descriptions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Permit numbering scheme

VoiceUtility Data:

- Utility account numbering scheme
- Validations used for receiving payment on a utility bill

### 5.2.1.4 Define Permitting System and Interface Specifications

Selectron Technologies configures the interactive solution according to the Customer's completely defined permitting system and interface (API) specifications. If the permitting system and interface are being developed in conjunction with the interactive solution, Selectron Technologies works with the Customer and permitting system vendor to define system specifications. The specifications must be completely defined prior to starting development on the interactive solution. Any subsequent changes to the defined specifications during development are billable on a time and materials basis.

### 5.2.1.5 Define Utility System and Interface Specifications

Selectron Technologies configures the interactive solution according to the Customer's completely defined utility system and interface (API) specifications. If the utility system and interface are being developed in conjunction with the interactive solution, Selectron Technologies works with the Customer and utility system vendor to define system specifications. The specifications must be completely defined prior to starting development on the interactive solution. Any subsequent changes to the defined specifications during development are billable on a time and materials basis.

### 5.2.1.6 Approve Call Flow

The Customer is responsible for approving the call flow design developed by Selectron Technologies' Project Manager. Once the call flow design has been approved, software development begins. This also includes the call flow for implemented notifications.



**5.2.1.7 Provide Remote Network Access to Permitting Database**

In order to fully test the interactive solution, Selectron Technologies requires access to the permitting database prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help the Customer identify the necessary requirements ([section 5.1.1.2, Provide Documentation](#)). If remote access is not granted, the Customer should inform the Project Manager immediately.

While system installation can be successful without prior access to the permitting database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

**5.2.1.8 Provide Remote Network Access to Utility Database**

In order to fully test the interactive solution, Selectron Technologies requires access to the utility database prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help the Customer identify the necessary requirements ([section 5.1.1.2, Provide Documentation](#)). If remote access is not granted, the Customer should inform the Project Manager immediately.

While system installation can be successful without prior access to the utility database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

**5.2.1.9 Acquire Payment Processing Services**

To enable credit card payment processing, the Customer must acquire the payment processing services of a third-party vendor. The Customer is encouraged to discuss different options with their Selectron Technologies' Project Manager.

**5.2.1.10 Determine Fax Appearance**

Selectron Technologies provides a standard fax template. The Customer may choose to modify the fax template with a header, footer, and logo. The Customer is responsible for supplying the custom-made fax template in RTF format in time for pre-installation testing. It is the Customer's responsibility to account for the resolutions quality of all images and text they submit.

Each add-on module with faxing capabilities may require a separate template; the Customer is responsible for supplying the above information for each template.

**5.2.1.11 Translation of Fax and/or E-mail Templates into Spanish**

When the Spanish Language module is implemented, the Customer is responsible for the translation of all applicable fax templates into Spanish.

**5.2.1.12 Confirm Pre-Install Tasks**

Selectron Technologies' Project Manager provides the Customer with a pre-installation checklist (refer to [section 5.1.1.2, Provide Documentation](#)). Once the checklist is completed and returned, the Project Manager schedules the on-site installation.



## 5.2.2 Installation

### 5.2.2.1 Provide Installation Assistance

The Customer must ensure that telephony and network staff are available, or on stand-by, to assist with Selectron Technologies' Installation Specialist, if needed.

### 5.2.2.2 Provide Permitting Database Access

The interactive solution's server must have access to the permitting database and must be allowed access as a user on the database. The server may require additional licenses in order to have full access to the permitting database; these licenses are the Customer's responsibility. In addition, the Customer must purchase and implement the permitting database's interface.

### 5.2.2.3 Provide Utility Database Access

The interactive solution's server must have access to the utility database and must be allowed access as a user on the database. The server may require additional licenses in order to have full access to the utility database; these licenses are the Customer's responsibility. In addition, the Customer must purchase and implement the utility database's interface.

### 5.2.2.4 Provide Network Access

The interactive solution's server must have network access via a 10/100 connection and a fixed IP address.

### 5.2.2.5 Provide Remote Access

Remote access to the interactive solution's server should be provided to Selectron Technologies' staff for development and technical support. There are multiple options for how to set up remote access—Selectron Technologies' Project Manager helps the Customer choose a solution that best fits the situation.

### 5.2.2.6 Install Phone Lines

Depending upon the telephony environment the Customer chooses, the process for connecting the interactive solution varies ([section 5.2.1.2, Determine System Connection](#)). The Customer (and, if necessary, the Customer's phone system provider) ensures that all necessary lines and/or components are installed and configured to allow integration with Selectron's interactive solution.

Faxing functionality requires one additional analog line per fax port. Even in a VoIP solution faxing must use separate analog phone lines, as faxing through VoIP has proven to be unreliable.

### 5.2.2.7 Confirm Service Functionality

The Customer has 30 calendar days after on-site installation to verify the functionality of the interactive solution. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan ([section 5.1.1.2, Provide Documentation](#)). Additionally, the System Acceptance Sign-off form ([section 5.1.1.2, Provide](#)



Documentation) must be sent to Selectron Technologies' Project Manager within this period.

### 5.2.3 On-going System Responsibilities and Requirements

#### 5.2.3.1 Provide Remote Access

Remote access to the interactive solution's server must be provided to Selectron Technologies staff for development and technical support. Remote access can be set up using a VPN (Virtual Private Network) or IP (Internet Protocol) pinhole— Selectron Technologies' Project Manager assists the Customer in choosing a solution that best fits the situation.

Additionally, Selectron Technologies requires a variety of access accounts to the Customer's network and databases/systems. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the following accounts are modified:

- VPN account and password (if applicable)
- Network account and password for the interactive solution
- Permitting database accounts and passwords for the interactive solution
- Utility database accounts and passwords for the interactive solution
- Permitting system accounts and passwords for the interactive solution
- Utility system accounts and passwords for the interactive solution
- pcAnywhere account and password (or other third-party remote access software)
- IP address of the permitting database server
- IP address of the utility database server
- Group user account and password (Cisco® users only)

#### 5.2.3.2 Perform Regular System Backups

The Customer is responsible for including the interactive solution's server in regular system backup procedures.

#### 5.2.3.3 Maintain Server Environment

The interactive solution's server should reside in an environment that meets acceptable, industry-standard hardware maintenance protocols. If adequate conditions are not maintained and/or the server sustains physical damage due to misuse, the Customer is responsible for server replacement.

#### 5.2.3.4 Provide Security

The interactive solution is designed to operate within the Customer's secure network environment. Specifically, the software relies on the Customer's security measures; no further security infrastructure or anti-virus software is implemented.



## 6.0 Disclaimers

Selectron Technologies will make every effort to ensure that the performance and functionality described in this document is accurate. However, due to potential, uncontrollable circumstances (e.g., down phone lines, software bugs and/or malfunctions, external hardware problems related to communication lines, etc.), Selectron Technologies must offer the following disclaimer.

### 6.1 Outbound Delivery Services

Outbound Services are intended to create additional methods of communication to the Customer's end user in support of existing processes. These services are not intended to replace all interaction with Customer's end user or become critical path. While the Outbound Services have been created with the best available tools and practices, they are dependant on infrastructure that is inherently not fail-proof - software, computer hardware, network services, telephone services, e-mail, etc. Examples of situations that could cause failure include: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions, etc. For this reason; while Outbound Services are valuable in providing enhanced communication; they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature and understands that it is giving up in advance any right to sue or make any claim against Company if Customer, or Customer's end users, suffer injury or damage due to the failure of Outbound Services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

### 6.2 Customer Remedies

Company and its suppliers entire liability and Customer's exclusive remedy for breach of this limited warranty shall be, at Company's option, either (a) comply with the Agreement (b) return of the price paid for the module or component of non-compliant Software, or (c) replacement of the non-compliant Software. The foregoing warranty is void if failure of the Software results from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

To the maximum extent permitted by law, in no event will Company be liable for any consequential, indirect, exemplary, special or incidental damages, including any lost data and lost profits, arising from or relating to this Agreement. Company's total cumulative liability in connection with this Agreement and the services provided hereunder, whether in contract or tort or otherwise, will not exceed the amount of fees paid to Company hereunder. Customer acknowledges that the fees reflect the allocation of risk set forth in this Agreement and that Company would not enter into this Agreement without these limitations on its liability.



## Appendix B: Customer-Provided Server Policy

### A. Policy

Selectron Technologies, Inc. specializes in providing interactive solutions to city and county government agencies. We provide a solution including hardware, system and application software, implementation, project management, and maintenance. The server provided by Selectron Technologies is thoroughly researched and tested for compatibility and long-term support, allowing for delivery of a proven solution at a competitive price.

If the Customer desires to purchase the required server from a vendor other than Selectron Technologies, the following requirements and conditions must be met:

- The Customer must submit the server specifications to Selectron Technologies before placing the server order. Selectron Technologies will review the specifications to determine whether or not the hardware meets the minimum configuration requirements (refer to [section B.1, Customer-Provided Hardware Minimum Configuration Requirements](#), of this appendix); however, this review does not guarantee hardware and software compatibility. Only testing of the actual system can determine suitability. Occasionally, due to conflicts between installed cards (i.e., Computer Telephony cards), hardware drivers, manufacturers' BIOS, motherboard idiosyncrasies, or other reasons, a system will not work, even if it meets all minimum requirements. The Customer accepts this risk.
- Once the hardware specifications have been approved, the Customer must send the hardware to the Selectron Technologies office 30 to 45 days prior to the scheduled installation date; this ensures that the hardware is available for the complete development and quality assurance phases of the project.

By submitting a purchase order to Selectron Technologies, the Customer acknowledges and accepts the potential risks and associated costs with Customer-Provided hardware. Because Customer-Provided hardware is not covered under Selectron Technologies' Support and Maintenance Agreement, the Customer will be billed at the current time and materials rate for the diagnosis of hardware-related problems that occur during or following the installation. Since Selectron Technologies only maintains Selectron-Provided hardware configurations, hardware-related problems that occur after the installation require that the Customer ship the machine to Selectron Technologies for diagnosis. Charges for Customer-Provided hardware include:

- Hardware shipping charges to Selectron Technologies (shipping insurance is recommended)
- A \$3,000 charge that covers set-up and configuration of the Customer-Provided hardware, insurance while the hardware is on-site at Selectron Technologies, and return shipment to the Customer site. Selectron Technologies pays for standard shipping only; specialty shipment (e.g., special pallets, rush shipments) is the responsibility of the Customer.

Selectron Technologies actively tests OS patches and critical fixes, SQL Server updates, hardware driver updates and patches, and system-specific software updates. While this information is available to all customers, Selectron Technologies cannot guarantee the suitability of software updates on Customer-Provided systems. The Customer is responsible for applying the appropriate software updates.



## B. Hardware and Software Specifications

### B.1 Customer-Provided Hardware Minimum Configuration Requirements

- Pentium 4, 2.4GHz (or better) with processor fan. Intel Xeon Quad-core 2.5 GHz is recommended.
- Three available full-length, full height PCI slots (determined based upon system configuration)<sup>1</sup>
  - Four PCI slots are preferable for maximum expandability
  - Based on minimum configuration requirements, the Customer may purchase a machine with fewer slots. The Customer should be aware that choosing a system with fewer slots limits the expandability of the system. Additionally, if expansion requires a higher density telephony card, the Customer will be responsible for the full cost of the replacement card.
  - System manufacturers are not consistent in their statements pertaining to PCI slots. Due to telephony card requirements, the Customer should select hardware that is capable of holding full-length, full size cards.
- Network Interface Card (the NIC cannot occupy one of the available PCI slots)
- 2 GBs memory (depending upon configuration). 4 GB is required for systems with any of the following: more than 12 ports; with Speech Recognition module; with integration to VoIP environment.
- Two (2) 40 GB (or better) hard drives (RAID 1 Mirroring). Two 160 GB hard drives with RAID 1 are recommended.
- Video Controller
- Standard CD ROM or DVD
- 56k PCI data modem, internal (the modem may take up one of the available PCI slots)
- Keyboard/Monitor/Mouse or KVM switch
- Windows 2003 Server operating system

#### B.1.1 VoIP Implementation Hardware Considerations

If the Selectron interactive solution is to be implemented in a VoIP environment, the following emendations to the above minimum hardware requirements apply:

- 4 GBs RAM
- While PCI slots to accommodate voice cards are not required in a VoIP environment, Selectron nevertheless strongly encourages a customer-provided server to include PCI slots that are capable of holding full-length, full size cards. If a VoIP implementation cannot be achieved, Selectron instead performs an analog implementation. By including the capacity for voice cards in its selected server, the Customer avoids the time and expense of providing a different server should an analog implementation prove necessary.
- If the Customer's system includes fax functionality, an analog fax card is required, as fax over VoIP has not proven to be a reliable technology. If the Customer's sys-

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1. Please contact your Selectron Technologies representative to provide the minimum PCI slots needed to support your system requirements.



tem does not include faxing but the Customer is considering it as a future add-on feature, the server must have the capacity for a full-height, half-length fax card.

## B.2 Selectron Technologies-Provided Components

- 24-port Media Gateway (determined based upon system configuration)
- Microsoft SQL Server 2005 Express
  - Selectron Technologies provides an embedded, run-time SQL Server license. Customer-Provided hardware may require different licensing from Microsoft. Additional licensing is the responsibility of the Customer and must be provided with the system.
- Remote Access Software
- Visual C# .Net Professional Compiler

## B.3 Known Component Issues

This section details known components that will cause system failure.

- Installation of software or hardware not authorized by Selectron Technologies.



PREPARED FOR: The City of Plano, TX

**VoicePermits™ Version 4 Upgrade & VoiceUtility™ PayEngine Upgrade**

Software Licensing for 8 *VoicePermits* Voice Ports No Charge

Software Licensing for 12 *VoiceUtility* Voice Ports No Charge

<b>Server Hardware and Software Upgrade</b>	<b>\$7,000</b>
Client-Provided Server Set up, Software Installation, Configuration and Testing	Included
On-Site Installation, Travel Expenses and Training	Included
System Documentation	Included

**Professional Services Required to Upgrade to *VoicePermits™* 4.0 34,000**

Selectron Project Management

Solution Design and Development to Include the Following Functionality:

- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results
- Post Inspection Results
- Use of Professionally Recorded Street Names from VoiceUtility system
- Speak Site Address
- Permit Based Messaging
- *VoicePermits* Reporting Module
- Remote Access Software

SmartFax (*Required When Fax Functionality is Purchased*) Included

Spanish Language Included

Utility Notification (*SmartFax Required*) Included

24-Port Media Gateway \$6,000

Professional Voice Recording of Base System Call Flow & Prompts - English \$1,500

Professional Voice Recording & Translation of Base System Call Flow & Prompts - Spanish \$2,500

PremierPro Support Plan- See Below; On Going Support

**PCI-Accepted Software Update for *VoiceUtility™***

*VoiceUtility™* PayEngine™ \$9,500

*VoiceUtility™* PayEngine™ Migration Discount (\$9,500)

In order to be eligible for the migration discount, the City must have a valid Support and Maintenance Agreement, as well as previously purchased Selectron's Payment Processing Module.

Update *VoiceUtility™* software to latest point release No Charge

**Total Investment for *VoiceUtility* & *VoicePermits* Upgrade \$51,000**



**Required Items Not Included in Selectron Technologies VoicePermits Base System**

- Phone Lines & Network Services Required to Support the Installation
- Existing SunGard Host Interface
- The *Payment Processing* Module Does Not Include Merchant Account Provider Costs or Associated Fees, Payment Gateway Costs or Fees

**SELECTRON PRODUCT AND SERVICE PRICING & PAYMENT INFORMATION**

Pricing presented in the quote is set based upon the continuation and prepayment of the existing maintenance agreement. Adjustments to this coverage period will result in adjustments to the above proposed pricing.

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

**SCHEDULE**

- 25% Invoiced at time of execution of contracts
- 50% Invoiced at completion of on-site installation
- 20% Invoiced 30 days after on-site installation
- 5% Invoiced upon final acceptance

Initial Payment

Invoiced upon receipt of purchase order. Enables Selectron Technologies to purchase necessary hardware, fund travel expenses, and invest the technical support hours to design and develop the application for your jurisdiction.

Second Payment

Invoiced at the completion of the on-site installation and training phase of the implementation, or when the system is available for Client testing at Client site. The Warranty also begins on this date.

Third Payment

Invoiced 30 days after the completion of the on-site installation. The Client is given thirty days to test functionality as defined by the contract and the agreed upon call flows. It is the Client's responsibility to ensure full testing is completed during this period.

Final Payment

Invoiced after Client has completed the Final Testing and Acceptance of the system. Selectron Technologies will have resolved all issues found during testing. If Final Acceptance is delayed beyond thirty days, not due to any fault of Selectron Technologies, the payment will become immediately due.

**TAXES**

Sales Tax or any other applicable taxes are NOT included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

**PAYMENT TERMS**

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee or as otherwise allowed by law.

**VENDOR INFORMATION**

Selectron Technologies, Inc.  
7405 SW Tech Center Drive, Suite 140  
Portland, OR 97223  
Ph: 503.443.1400 Fax: 503.443.2052

**ADDITIONAL REMOTE ADMINISTRATOR LICENSING**

System administrators may remotely define configurable setting in the system through the Administration Tool. The base system includes two licenses for the Administration Tool. One license will be pre-installed on the system server; the second license allows the jurisdiction to install the Administration Tool on a workstation with network access.

Additional Remote Administrator Licenses ..... \$250

**TIME-AND-MATERIALS BILLING RATES**

Selectron will provide custom programming and non-warranty maintenance Client support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support will be performed at our then current, standard published billing rates. Selectron will issue a quote and scope of work to the Client. A purchase order must be issued before work can be scheduled or begin.

**ADDITIONAL TRAINING AND ON-SITE SUPPORT**

All travel and associated expenses for the on-site installation work during the initial setup are included in the base system price.

If the Client requests additional on-site work, travel and out-of-pocket expenses will be billed at \$1,750. per day (2 day minimum) with at least 14 day advance notice. If 8-14 days advance notice is provided the rate increases to \$2,000. per day; if the notice is less than 7 days the rate increases to \$2,500. per day.

If changes are made to a travel schedule after plans are confirmed, the Client is responsible for any change fees or price changes incurred for airfare, hotel or car rental.

EXHIBIT B.  
PAGE 3 OF 3

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/25/2011

<b>PRODUCER</b> W B Adams Company General Insurance 14737 SW Millikan Way Beaverton OR 97006		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Selectron Technologies, Inc. 7405 SW Tech Center Drive Suite 140 Portland, OR 97223		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Travelers Idemnity - A Rating	
		INSURER B: The Hartford	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TT09405571	01/31/2011	01/31/2012	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA6090P962	01/31/2011	01/31/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	TT09405572	01/31/2011	01/31/2012	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	52WECpz0473	01/31/2011	01/31/2012	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		OTHER Technology Services, E & O	TT09405571	01/31/2011	01/31/2012	Deductible	\$10,000
						Each Claim	\$1,000,000
						Aggregate	\$1,000,000

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

City of Plano is named as additional insured.  
 Coverage is Primary & Non-Contributory.  
 Waiver of Subrogation applies in respects to General Liability and Workers Compensation policies.  
 Refer to endorsements CGD4170708 and CGD4250708.

### CERTIFICATE HOLDER

City of Plano  
 Attn: Customer and Utility Services  
 P.O. Box 860358  
 Plano, TX 75086

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

EXHIBIT C.  
 PAGE 1 OF 2  


## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT C.  
PAGE 2 OF 2

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of SELECTRON TECHNOLOGIES, INC., an Oregon (Name of State) corporation and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of SELECTRON TECHNOLOGIES, 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."

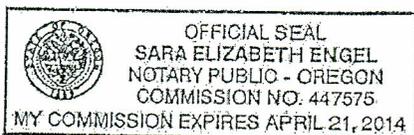
I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

SELECTRON TECHNOLOGIES, INC.

By: [Signature]  
Signature  
Rosa A. Johnson  
Print Name  
President  
Title  
2/14/11  
Date

STATE OF Oregon §  
COUNTY OF Washington §

SUBSCRIBED AND SWORN TO before me this 14 day of February, 2011.



Sara Elizabeth Engel  
Notary Public, State of Oregon

EXHIBIT D.  
PAGE 1 OF 1



**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:		March 9, 2011		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): <b>Betsy # 7545</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the hiring of an Assistant City Attorney by the City Attorney; 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>2010-11</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	53,861	0	<b>53,861</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-53,861	0	<b>-53,861</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    GENERAL FUND</b>				
<p><b>COMMENTS:</b> This item, in the amount of \$53,861, is included in the approved 2010-11 Budget. This position does not increase the number of authorized positions in Legal. City Charter authorizes the hiring of attorneys with the approval of the City Council.</p> <p><b>STRATEGIC PLAN GOAL:</b> The hiring of an Assistant City Attorney meets the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Approving the hiring of an Assistant City Attorney – Luke Williams. Mr. Williams will be an Assistant City Attorney I and will be the primary prosecutor in Municipal Court. He is formerly an Assistant District Attorney in Lubbock.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving the hiring of an Assistant City Attorney by the City Attorney; and providing an effective date.**

**WHEREAS**, Section 4.05 of the City Charter of the City of Plano gives the City Attorney the authority to select attorneys, with the approval of the City Council, to represent the City in all litigation; and

**WHEREAS**, the City Attorney has hired Assistant City Attorneys to represent the City in litigation and to advise the City officials and departments.

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

**Section I.** The City Council approves of the hiring by the City Attorney of Luke Williams as Assistant City Attorney, such approval to be effective with the date of his employment and compliance with all prescreening requirements.

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

**DULY PASSED AND APPROVED** this the 9th day of March, 2011.

---

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:		March 9, 2011		
Department:		Building Inspections		
Department Head		Selso Mata		
Agenda Coordinator (include phone #): <b>Diana Casady #5993</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas, amending City of Plano Ordinance No. 2011-1-7 codified as Article II, Building Code, of Chapter 6 of the Code of Ordinances; adding amendments for Chapter 9 of the 2009 International Building Code, Fire Protection Systems, to mirror the amendments adopted with the 2009 International Fire Code; and providing, a severability clause, a savings clause, a penalty clause, a publication 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>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: This item has no fiscal impact.				
<b>SUMMARY OF ITEM</b>				
This ordinance will amend the Building Code adopted January 10, 2011, to reflect the amendments to Chapter 9 of the International Building Code to match the amendments to Chapter 9 of the International Fire Code adopted by the City Council on January 24, 2011.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



*Building Inspections*  
P.O. Box 860358  
Plano, Texas 75086-0358  
O: 972-941-7140 F: 972-941-7177  
[www.buildinginspections.org](http://www.buildinginspections.org)



## **MEMORANDUM**

February 23, 2011

To: Bruce D. Glasscock, City Manager  
From: Selso Mata, Chief Building Official  
Subject: 2009 International Building Code, Chapter 9, Fire Protection System.  
CC: Frank Turner, Deputy City Manager

---

On January 10, 2011, the City Council passed into Ordinance the 2009 International Building Code, with Amendments. On January 24, 2011 the Council passed the 2009 International Fire Code, with amendments. It is in the best interest of the City that the amendments of both the International Building Code Chapter 9 Fire Protection Systems and the 2009 International Fire Code, Chapter 9 remain consistent for safety and enforcement. This Ordinance will adopt the same amendments for Chapter 9, Fire Protection Systems, in both codes.

Please let me know if you have any questions or need additional information.

XC: Hugo Esparza, Fire Chief  
David Kerr, Fire Marshal

**An Ordinance of the City of Plano, Texas, amending City of Plano Ordinance No. 2011-1-7 codified as Article II, Building Code, of Chapter 6 of the Code of Ordinances; adding amendments for Chapter 9 of the 2009 International Building Code, Fire Protection Systems, to mirror the amendments adopted with the 2009 International Fire Code; and providing, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.**

WHEREAS, on January 10, 2011, by Ordinance No. 2011-1-7 the City Council of the City of Plano established a Building Code and provided regulations thereunder, and such Ordinances were codified as Article II, Building Code, of Chapter 6 of the Code of Ordinances of the City of Plano (“City”); and

WHEREAS, on January 24, 2011, by Ordinance No. 2011-1-24 the City Council of the City of Plano established a new Article II, Fire Code, of Chapter 8 of the Code of Ordinances of the City of Plano (“City”); and

WHEREAS, The City Council hereby finds that it is necessary and in the best interest of the City and its citizens to amend Ordinance 2011-1-7 by amending Chapter 9 of the International Building Code, Fire Protection Systems, to mirror the 2009 International Fire Code adopted by the City Council on January 24, 2011 by Ordinance No. 2011-1-24.

**Now, therefore, be it ordained by the City Council of the City of Plano, Texas that:**

**Section I.** The following ordinances or sections thereof, all of which are codified as Article II, Building Code, of Chapter 6 of the Code of Ordinances of the City of Plano, are hereby amended.

**Section II.** Article II, Building Code, of Chapter 6 of the Code of Ordinances is hereby amended to include amendments for Chapter 9 of the International Building Code, Fire Protection Systems, as follows:

## DIVISION 2. AMENDMENTS

### **Section 901 General**

*Sec. 901.5 is amended by the addition of the following:*

**Sec. 901.5 Installation acceptance testing.** All required tests shall be conducted by and at the expense of the owner or his representative. The Fire Department shall not be held responsible for any damages incurred in such test. Where it is required that the Fire Department witness any such test, such test shall be scheduled with a minimum of 48 hour notice to the Fire Chief or his representative.

## Section 902 Definitions

*Sec. 902.1 “Standpipe, Types of” definition, the term “manual dry” is amended to read as follows:*

**Manual Dry.** A dry standpipe system that does not have a permanent water supply attached to the system. Manual dry standpipe systems require water from a fire department pumper to be pumped into the system through the fire department connection in order to supply the system demand. The system must be supervised as specified in Section 905.2.

## Section 903 Automatic Sprinkler Systems

*Sec. 903.1.1 is amended to read as follows:*

**Sec. 903.1.1 Alternative protection.** Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard and approved by the *fire code official*.

*Sec. 903.2 is amended to read as follows:*

**Sec. 903.2 Where required.** Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machines spaces, and elevator hoistways.

*Sec. 903.2 is amended by the deletion of the following:*

**Exception:** Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 of the *International Building Code* or not less than 2-hour horizontal assemblies constructed in accordance, with Section 712 of the *International Building Code*, or both.

*Sec. 903.2.1.1, 903.2.1.3, 903.2.1.4, 903.2.3, 903.2.4 903.2.7, 903.2.9, and 903.2.9.1 are amended to read as follows:*

**Sec. 903.2.1.1 Group A-1.** An automatic sprinkler system shall be provided for Group A-1 Occupancies where one of the following conditions exists:

1. The fire area exceeds 6,000 square feet (557.4m<sup>2</sup>).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than the level of exit discharge.
4. The fire area contains a multi theater complex.

**Sec. 903.2.1.3 Group A-3. An automatic sprinkler system shall be for Group A-3 Occupancies where one of the following conditions exists:**

1. The fire area exceeds 6,000 square feet (557.4m<sup>2</sup>).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than the level of exit discharge.

Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

**Sec. 903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 Occupancies where one of the following conditions exists:**

1. The fire area exceeds 6,000 square feet (557.4m<sup>2</sup>).
2. The fire area has an occupant load of 300 or more
3. The fire area is located on a floor other than the level of exit discharge.

Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

**Sec. 903.2.3 Group E. An automatic sprinkler system shall be provided for Group E Occupancies where one of the following conditions exists:**

1. Throughout all Group E fire areas greater than 6,000 square feet (557.4m<sup>2</sup>) in area;
2. Throughout every portion of educational building below the level of exit discharge.

Exception: An automatic sprinkler system is not required in any fire area or area below the level of exit discharge where every classroom throughout the building has at least one exterior exit door at ground level.

**Sec. 903.2.4 Group F-1. An automatic sprinkler system shall be provided for Group F-1 Occupancies where one of the following conditions exists:**

1. Where a Group F-1 fire area exceeds 6,000 square feet (557.4m<sup>2</sup>);
2. Where a Group F-1 fire area is located more than three stories above grade plane;  
or
3. Where combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m<sup>2</sup>).

**Sec. 903.2.7 Group M. An automatic sprinkler system shall be for Group M Occupancies where one of the following conditions exists:**

1. Where a Group M fire area exceeds 6,000 square feet (557.4m<sup>2</sup>);
2. Where a Group M fire area is located more than three stories above grade plane;  
or
3. Where the combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m<sup>2</sup>).

**Sec. 903.2.9 Group S-1. An automatic sprinkler system shall be for Group S-1 Occupancies where one of the following conditions exists:**

1. A Group S-1 fire area exceeds 6,000 square feet (557.4m<sup>2</sup>);
2. A Group S-1 fire area is located more than three stories above grade plane; or
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230m<sup>2</sup>).

**Sec. 903.2.9.1 Repair Garages. An automatic sprinkler system shall be for Repair Garages where one of the following conditions exists:**

1. Buildings two or more stories in height, including basements, with a fire area containing a repair garage exceeding 6,000 square feet (557.4m<sup>2</sup>);
2. One-story buildings with a fire area containing a repair garage exceeding 6,000 square feet (557.4m<sup>2</sup>);
3. Buildings with a repair garage servicing vehicles parked in the basement.

*Sec. 903.2.9 is amended by the addition of the following:*

**Sec. 903.2.9.3 Self-service storage facility.** An automatic sprinkler system shall be installed throughout all self-service storage facilities. A screen shall be installed at eighteen (18) inches below the level of the sprinkler heads to restrict storage above that level. This screen shall be a mesh of not less than one (1) inch nor greater than six (6) inches in size. The screen and its supports shall be installed such that all elements are at least eighteen (18) inches below any sprinkler heads.

*Sec. 903.2.11. 3 is amended to read as follows:*

**903.2.11.3 Buildings more than 35 feet in height.** An automatic sprinkler system shall be installed throughout buildings with a floor level, other than penthouses in compliance with Section 1509 of the *International Building Code*, that are located 35 feet (10,668 mm) or more above the lowest level of fire department vehicle access.

**Exception:** Open parking structures in compliance with Section 406.3 of the *International Building Code*.

*Sec. 903.2.11 is amended by the addition of the following:*

**Sec. 903.2.11.7 High Piled Combustible Storage.** For any building with a clear height exceeding 12 feet (4,572 mm), see Chapter 23 to determine if those provisions apply.

**Sec. 903.2.11.8 Spray Booths and Rooms.** New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

**Sec. 903.2.11.9 Buildings Over 6,000 sq. ft.** An automatic sprinkler system shall be installed throughout all buildings over 6,000 sq. ft. and greater, and in all existing buildings that are enlarged to be 6,000 square feet or greater, and in buildings greater than 6,000 square feet which are enlarged. For the purpose of this provision, fire walls shall not define separate buildings.

**Exceptions:**

1. Open parking garages in compliance with Section 406.3 of the *International Building Code*.
2. When of non-combustible construction, the area of awning extension or free-standing canopies, both sides, and not used for display or storage shall not be considered for requiring sprinkler protection for areas greater than 6,000 square feet but less than otherwise required in this code.

**Sec. 903.2.11.10 Expanded Tenant Spaces.** Fire sprinklers shall be installed in all tenant spaces where the total fire area exceeds 6,000 square feet. For the purpose of fire sprinklers, fire walls shall not be used to separate single tenant fire areas.

*Sec. 903.3.1.1.1 is amended to read as follows:*

**Sec. 903.3.1.1.1 Exempt locations.** When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

*Sec. 903.3.1.2 is amended to read as follows:*

**Sec. 903.3.1.2 NFPA 13 R sprinkler systems.** Where allowed in buildings of Group R, up to and including four stories in height, automatic sprinklers shall be installed throughout in accordance with NFPA 13R. Sprinkler systems installed in accordance with 13R shall include sprinkler protection in combustible attics of buildings two (2) or more stories in height.

**Section 903.3.1.3; add the following:**

**Sec. 903.3.1.3 NFPA 13D sprinkler systems.** Where allowed, automatic sprinkler systems installed in one- and two- family dwellings and townhouses shall be installed throughout in accordance with NFPA 13D or in accordance with state law.

*Sec. 903.3.1 is amended by the addition of the following:*

**Sec. 903.3.1.4 Installation.** Automatic sprinkler and standpipe systems shall be installed with the following:

1. A single underground supply from a looped water main and point for the Fire Department Connection (FDC) shall be provided for all buildings.

2. Fire department connections serving more than 500 GPM shall be provided with one 5-inch Storz connection and one 2-1/2 inch connection.
3. All inspectors' test, ball-drips, and main-drains shall be piped directly to the outside of the building.
4. At least one inspection test valve shall be located at the remote system area.
5. Risers shall be equipped with a properly sized test header.
6. Fire pumps shall be equipped with a properly sized test header.
7. Underground piping shall have a 10-foot minimum separation from all other utilities and placed in a separate trench. Underground piping within 5 feet of the building may be combined with other utilities for entrance to the building.
8. Porches and balconies shall be sprinklered on all Group R-2 and R-3 occupancies.
9. A minimum of 4-feet of pipe between the check valve and inside wall of the Fire Department Connection.

*Sec. 903.3.5 is amended to include a second paragraph to read as follows:*

**Sec. 903.3.5 Water supplies.** Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every fire protection system shall be designed with a 10 psi safety factor.

*Sec. 903.4 is amended to include a second paragraph after the exceptions to read as follows:*

**Sec. 903.4 Sprinkler system monitoring and alarms.** Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*Sec. 903.4.2 in amended to include second paragraph to read as follows:*

**Sec. 903.4.2 Alarms.** The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*Sec. 903.4.3 is amended to read as follows:*

**903.4.3 Floor control valves.** Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

*Sec. 903.6.1 and 903.6.2 are amended to read as follows:*

**Sec. 903.6.1 Spray booths and rooms.** New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 1504.

**Sec. 903.6.2 Existing R-1, 2, 3, and 4 Occupancies:** In R-1, 2, 3, and 4 occupancies where a fire has occurred and displaces one or more occupants, the affected building shall be fire-sprinkled prior to re-occupancy of the unit/building.

## **Section 905 Standpipe Systems**

*Sec. 905.2 is amended to read as follows:*

**Sec. 905.2 Installation standards.** Standpipe system shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

*Sec. 905.3.2 is amended to read as follows:*

*Sec. 905.3.2 Group A; delete exceptions 1 and 2.*

1. Open-air-seating spaces without enclosed spaces.
2. Class I automatic dry and semiautomatic dry standpipes or manual wet standpipes are allowed in buildings where the highest floor surface used for human occupancy is 75 feet (22,860 mm) or less above the lowest level of fire department vehicle access.

*Sec. 905.3.4 is deleted.*

*Sec. 905.4 is amended to section 5 as follows:*

### **Sec. 905.4 Location of Class I standpipe hose connections.**

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located either on the roof or at the highest landing of stairways with stair access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes.

*Sec. 905.4 is amended to add section 7 as follows:*

**Sec. 905.4 Location of Class I standpipe hose connections.**

7. Class I standpipes shall also be required on all occupancies in which the distance from accessible points for Fire Department ingress to any point in the structure exceeds two hundred fifty feet (250') along the route that a fire hose is laid as measured from the fire lane. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter.

*Sec. 905.5 is deleted.*

*Sec. 905.6 is deleted.*

*Sec. 905.9 is amended to add a second paragraph after the exceptions to read as follows:*

**Sec. 905.9 Valve Supervision.** Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

**Section 906 Portable Fire Extinguishers**

*Sec. 906.1 exception is amended to read as follows:*

**Exception:** In R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 1-A:10-B:C.

**Section 907 Fire Alarm and Detection Systems**

*Sec. 907.1.1 is amended by the addition of the following:*

**Sec. 907.1.1 Construction documents.** Plans for fire alarm systems shall be in accordance with Plano Fire Department Fire Alarm Submittal Guidelines.

*Sec. 907.1 is amended by the addition of the following:*

**Sec. 907.1.4 Design Standards.** All alarm systems new or replacement shall be addressable. Alarm systems serving more than 20 smoke detectors shall be analog addressable.

**Exception:** Existing systems need not comply unless the total building remodel or expansion initiated after January 1, 1998, as adopted, exceeds 30% of the building. When cumulative building remodel or expansion exceeds 50% of the building, compliance must take place within 18 months of permit application.

***Sec. 907.2.1 is amended to read as follows:***

**Sec. 907.2.1 Group A.** A manual fire alarm system shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy. Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

***Sec. 907.2.3 is amended to read as follows:***

**Sec. 907.2.3 Group E.** A manual fire alarm system shall be installed in Group E occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care. Where automatic fire sprinklers are not provided, a full-coverage smoke detection system shall be provided in all Group E occupancies. Unless separated by a minimum of 100 feet open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

***Sec. 907.2.3 is amended to change exception 1 and 1.1 to read as follows:***

Group E educational and day care occupancies with an occupant load of less than 50 when provided with an approved automatic sprinkler system.

- 1.1 Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 ½ or less years of age, see Section 907.2.6)

***Sec. 907.2.6 is amended by the addition of the following:***

**Sec. 907.2.6.4 Group I-4 Occupancies.** An approved smoke detection system shall be installed in Group I 4 occupancies. Where automatic fire sprinklers are not provided, a full-coverage smoke detection system shall be provided in all Group I-4 occupancies.

*Sec. 907.2.13 is amended to read as follows:*

**Sec. 907.2.13 High-rise buildings.** Buildings having floors used for human occupancy located more than 55 feet (16,764 mm) above the lowest level of fire department vehicle access shall be provided with an automatic fire alarm system and an emergency voice/alarm communication system in accordance with Section 907.2.12.2.

*Sec. 907.2.13, exception 3 is amended to read as follows:*

3. Buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*, when used for open air seating; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.

*Sec. 907.5 is amended by the addition of the following:*

**Sec. 907.5.2.6** Manual alarm actuating devices shall be an approved double action type.

*Sec. 907.7.1 is amended by the addition of the following:*

**Sec. 907.7.1.1 Wiring.** All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All initiating circuit conductors shall be Class "A" wired with a minimum of six feet separation between supply and return circuit conductors. IDC – Class "A" Style D; SLC – Class "A" Style 6; NAC – Class "B" Style Y. The IDC from an addressable device used to monitor the status of a suppression system may be wired Class B, Style B provided the distance from the addressable device is within 10-feet of the suppression system device.

**Sec. 907.5.3 Flow detectors and electronic monitoring.** Sprinkler and standpipe system water flow detectors shall be provided for each floor zone to the sprinkler system and shall cause an alarm upon detection of water flow for a minimum of 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a trouble signal at the central station upon tampering.

## **Section 910 Smoke and Heat Vents**

*Sec. 910.2 is amended by the addition of the following:*

**Sec. 910.2.3 Group H.** Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394m<sup>2</sup>) in single floor area.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3 and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

**Exception.** Buildings of noncombustible construction containing only noncombustible materials.

**Sec. 910.2.4 Exit access travel distance increase.** Buildings and portions thereof used as a Group F-1 or S-2 occupancy where the maximum exit access travel distance is increased in accordance with Section 1016.3.

*Sec. 910.3 is amended as follows:*

**Sec. 910.3 Design and installation.** Change the title of the first row of the table from “Group F-1 and S-1” to include “Group H” and to read as follows:

Group H, F-1, S-1

*Table 910.3; Change the title of the first row of the table to read as follows:*

**[F] TABLE 910.3  
REQUIREMENTS FOR DRAFT CURTAINS AND SMOKE AND HEAT VENTS<sup>a</sup>**

OCCUPANCY GROUP AND COMMODITY CLASSIFICATION	DESIGNATED STORAGE HEIGHT (feet)	MINIMUM DRAFT CURTAIN DEPTH (feet)	MAXIMUM AREA FORMED BY DRAFT CURTAINS (square feet)	VENT-AREA TO-FLOOR-AREA RATIO <sup>c</sup>	MAXIMUM SPACING OF VENT CENTERS (feet)	MAXIMUM DISTANCE TO VENTS FROM WALL OR DRAFT CURTAINS <sup>b</sup> (feet)
Group F-1, H and S-1	—	0.2 × Hd but ≥ 4	50,000	1:100	120	60
<i>(Balance of table remains unchanged)</i>						

*Sec. 910.3.2.1 is deleted.*

*Sec. 910.3.2.2 is amended by the addition of the following:*

**Section 910.3.2.2 Sprinkled buildings.** Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100°F (38°C) greater than the temperature rating of the sprinklers installed.

## **Section 912 Fire Department Connections**

*Section 912 is amended by the addition of the following:*

**Section 912.2.3 Hydrant distance.** An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays.

## **Section 913 Fire Pumps**

*Sec. 913 is amended to include the following:*

**Sec. 913.1 General.** When located on the ground level, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

**Exception:** When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

*Sec. 913.4 is amended to add a second paragraph to read as follows:*

The fire-pump system shall also be supervised for “loss of power”, and “phase reversal” on supervisory circuits, and “pump running” as an alarm condition and shall report individually to the monitoring station.

**Section III.** All other portions of Article II, Building Code, of Chapter 6 of the City of Plano Code of Ordinances not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

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

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

**Section VI.** This Ordinance shall become effective from and after its passage and publication as required by law.

**DULY PASSED AND APPROVED** this, the 9th day of March, 2011.

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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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:		3/9/11		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Anita Bell x7194</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$42,000 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for auditing of additional major programs outside the scope of the audit engagement with Grant Thornton; amending the budget of the City and Ordinance 2010-9-8, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; 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>2010-11</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	197,057,891	0
Encumbered/Expended Amount		0	0	0
This Item		0	42,000	0
BALANCE		0	197,099,891	0
FUND(S): <b>GENERAL FUND</b>				
<p><b>COMMENTS:</b> Supplemental appropriations approved to date for the General Fund, including this item, total \$124,502. The current General Fund balance supports this supplemental appropriation in the amount of \$42,000.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing additional funding for the auditing of additional major programs relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Supplemental Appropriation No. 2				
<p>This supplemental appropriation will provide necessary funding for payment of additional auditing services provided by the outside auditors, Grant Thornton, in accordance with the Office of Management and Budget A-133 Compliance Supplement.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				
Supplemental Appropriation Log				

**DATE:** February 17, 2011

**TO:** LaShon Ross, Interim City Manager

**FROM:** Andrea Cockrell, Controller

**SUBJECT: Supplemental Appropriation – 2010 Audit**

The scope of our audit engagement with Grant Thornton encompasses the audit of the overall financial statements as well as the Single Audit in accordance with the Office of Management and Budget A-133 Compliance Supplement. Our audit contract allows for one major program to be audited each year. Any additional programs to be audited are considered to be outside the scope of the engagement letter and will be billed separately at \$5,000 per major program. In fiscal year 2010, the City discovered some grants that had never been reported or audited. In addition, there were several additional programs audited in FY 2010 because they were American Recovery and Reinvestment Act (ARRA) funds which were a part of the stimulus package from a couple of years ago.

The following programs were additional programs that were outside the scope of our engagement letter.

<b>Year</b>	<b>Grant Title</b>	<b>Amount</b>	<b>Department</b>
2007	Highway Planning & Construction Cluster	5,000	Engineering
2008	Highway Planning & Construction Cluster	5,000	Engineering
2009	Highway Planning & Construction Cluster	5,000	Engineering
2009	Sustainability Rebate Program	5,000	Environmental Waste Services
2010	Highway Planning & Construction Cluster	5,000	Engineering
2010	State Highway Program	5,000	Engineering
2010	Homelessness Prevention & Rehabilitation	5,000	Planning
		<u>35,000</u>	

In addition, the auditors spent additional time outside the scope of the engagement due to some Construction in Progress (CIP) projects that had not been completed in a timely manner. This resulted in additional charges of \$7,000.

The Accounting Department, Engineering Department, Planning Department and Environmental Waste Service department will be seeking a supplemental appropriation in the amount of \$42,000 to be allocated across several cost centers.

**An Ordinance of the City of Plano, Texas, transferring the sum of \$42,000 from the General Fund unappropriated fund balance for Fiscal Year 2010-11 to the General Fund operating appropriation for the purpose of providing funds for auditing of additional major programs outside the scope of the audit engagement with Grant Thornton; amending the budget of the City and Ordinance 2010-9-8, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano approved and adopted the budget for the City for Fiscal Year 2010-11 setting the appropriations for the General Fund at \$197,057,891; and

**WHEREAS**, the City's audit engagement with Grant Thornton encompasses the audit of the overall financial statements as well as the Single Audit in accordance with the Office of Management and Budget A-133 Compliance Supplement; and

**WHEREAS**, the City's audit contract allows for one major program to be audited each year and any additional programs to be audited are considered to be outside the scope of the engagement letter and will be billed separately at \$5,000 per major program; and.

**WHEREAS**, the City, in fiscal year 2010, discovered some grants that had never been reported or audited; and

**WHEREAS**, in addition, there were several additional programs audited in fiscal year 2010 because they were American Recovery and Reinvestment Act (ARRA) funds, which were a part of the stimulus package; and

**WHEREAS**, such necessary and essential costs cannot be fully met through appropriations in the existing budget; and

**WHEREAS**, the City Council now finds that additional appropriations to the General Fund Operating Appropriation should be made in order to provide additional funding for the additional major programs audited, and that such action is a public necessity.

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

**SECTION I.** The estimated sum of FORTY TWO THOUSAND DOLLARS (\$42,000) is hereby transferred from the General Fund unappropriated fund balance to the General Fund operating appropriation.

**SECTION II.** The budget of the City of Plano for Fiscal Year 2010-11 as adopted by Ordinance No. 2010-9-8 is amended to reflect the action taken herein.

**SECTION III.** The actions taken herein are found and declared to be a case of public necessity.

SECTION IV. This supplemental appropriation Ordinance No. 2 shall become effective immediately from and after the date of its passage.

**DULY PASSED AND APPROVED THIS THE 9<sup>TH</sup> DAY OF MARCH, 2011.**

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

ATTEST:

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

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

**FY 2010-11  
SUPPLEMENTAL APPROPRIATIONS**

<b>Description</b>	<b>Department</b>	<b>Amount</b>
Supplemental Appropriation for Pecan Hollow Golf Course sales tax audit.	Parks & Recreation	82,502
Supplemental Appropriation for auditing of additional major programs.	Accounting	42,000
<b>TOTAL GENERAL FUND APPROPRIATIONS</b>		<b>\$ 124,502</b>
<b>TOTAL CATV FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL WATER &amp; SEWER FUND</b>		<b>\$ -</b>
<b>TOTAL SUSTAINABILITY &amp; ENVIRONMENTAL FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL CONVENTION &amp; TOURISM FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL GOLF COURSE FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL RECREATION FUND APPROPRIATIONS</b>		<b>\$ -</b>
<b>TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS</b>		<b>\$ -</b>
<b>GRAND TOTAL ALL FUNDS</b>		<b>\$ 124,502</b>



**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:		3/09/11		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): <b>T. Stuckey -- 7156</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Allen, Texas; authorizing the City Manager, or his authorized designee, to execute the agreement on behalf of the City of Plano; 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>2010-11</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):    N/A</b>				
<b>COMMENTS:</b> The boundary adjustment will have no fiscal impact at this time. This item will adjust a 1,490 square foot strip of right-of-way jurisdiction from the City of Plano to the City of Allen. <b>STRATEGIC PLAN GOAL:</b> Boundary adjustments for the jurisdiction of right-of-way responsibility relate to the City's Goal of Financially Strong city with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Please see attached memo.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo from Staff				
Ordinance				
Boundary Agreement				

February 25, 2011

**MEMO**

**TO:** Bruce D. Glasscock, City Manager  
Frank F. Turner, Deputy City Manager

**FROM:** Phyllis M. Jarrell, Director of Planning

**SUBJECT:** Boundary Adjustment with City of Allen

Recently Plano and Allen partnered to construct the extension of the northern half of Chaparral Road to Cottonwood Creek, a project managed by the City of Allen. The alignment of the new section of the roadway necessitates adjustments to the city limit boundary between the two cities to allow Allen to have jurisdiction over the Chaparral Road right-of-way. The attached boundary adjustment accomplishes this; however, it does leave two privately owned properties north of the new roadway still within Plano's boundaries.

In 2000, Plano and Allen entered into a boundary adjustment agreement that affected the mutual city limits along several shared roadways. The 2000 agreement indicated that Plano would ultimately disannex all properties north of Chaparral Road. Since that time, Plano has disannexed all properties on the north side of the road with the exception of two residential tracts immediately adjacent to Cottonwood Creek. In 2004, City Council considered disannexing these tracts, but ultimately decided to not do so based on opposition by the property owners, who wished to remain in Plano.

It is our understanding that the property owners still do not wish to be disannexed from Plano. Furthermore, the property owners have expressed concerns about Allen assuming responsibility for the roadway based on several problems they experienced during the construction process, such as phone lines being severed and workers not using Porta-Potties. Staff from both Plano and Allen met last week with the property owners at the construction site to gain a better understanding of the remaining concerns and to see if there were outstanding issues that could be resolved. However, the major issues appear to be the City of Allen's past management of the construction process and concerns that they will not be responsive in the future.

The property owners also want to make sure that 911 calls are answered by and responded to by Plano instead of Allen, as there has been some confusion in the past. We have reviewed this concern with Public Safety Communications. Calls made from land lines should come to Plano's dispatch center; however, 911 calls made from cell phones may be answered by the City of Allen, depending on which antenna picks up the call. This is a common issue with cell phone 911 calls. Public Safety Communications has flagged the two property addresses in the system to clearly identify them as Plano addresses, and has asked the City of Allen dispatch center to do the same. Public Safety Communications has

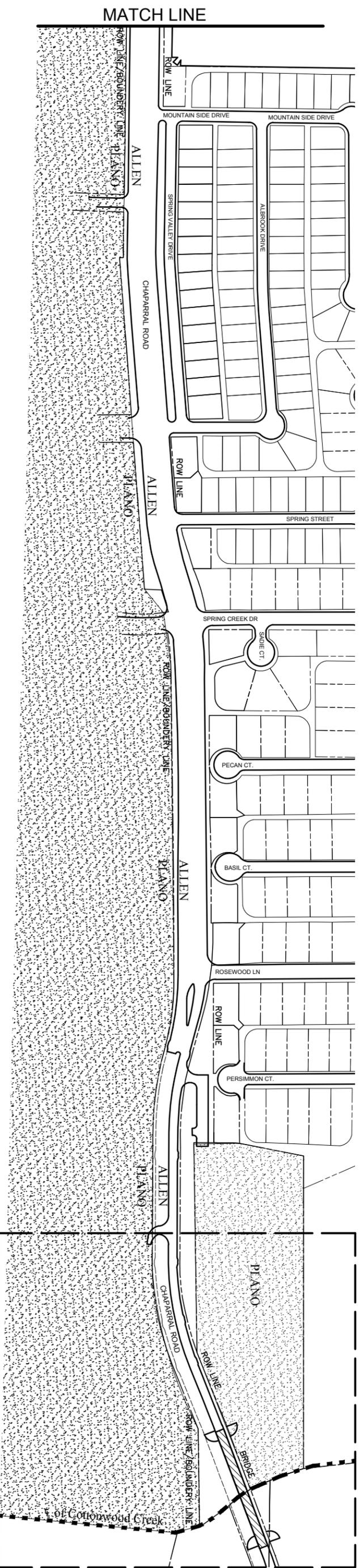
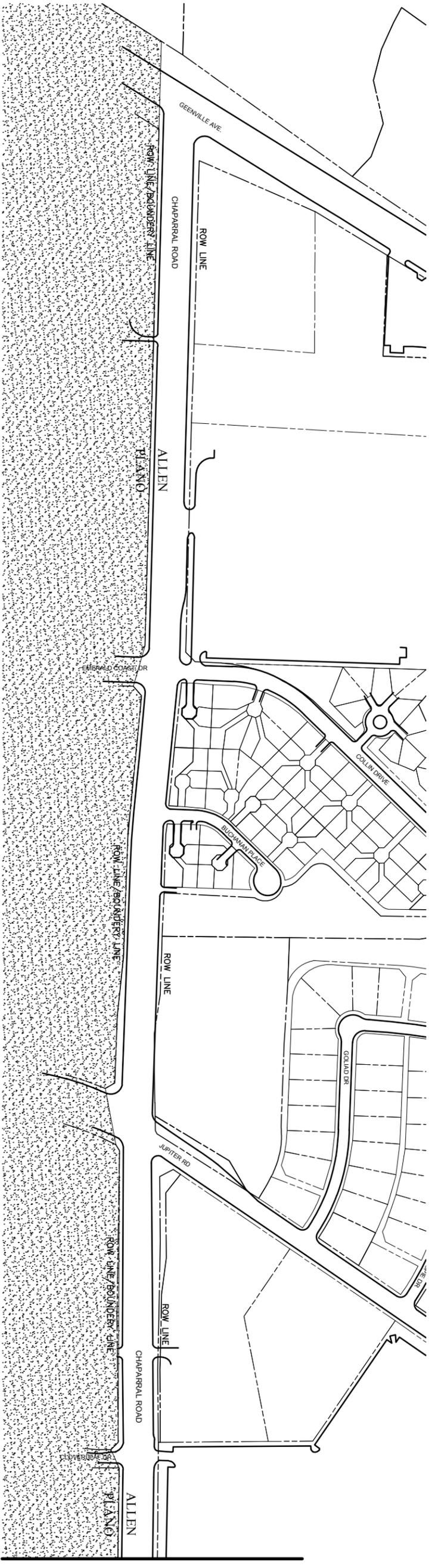
also offered the property owners an opportunity to “test” the system to make sure that land line calls are coming to Plano instead of Allen.

It would not be practical to leave only this portion of Chaparral Road under Plano’s jurisdiction, as it would be difficult for emergency responders and the police to determine which city should be responding to accidents and enforcing traffic regulations. However, the City of Allen has indicated that they would be amenable to Plano assuming jurisdiction over the entire length of Chaparral Road from K Avenue to Cottonwood Creek. This option would come with additional costs to Plano for roadway maintenance and traffic enforcement.

The proposed boundary adjustment will assign jurisdiction over all of the Chaparral Road right-of-way to the City of Allen, who will maintain the roadway and enforce traffic laws. The two residential properties on the north side of the roadway will be connected to Plano by a 10 foot wide strip delineated in the detailed metes and bounds description in Exhibit B. While this is a departure from Plano’s typical practice to establish city limits, state law does allow cities to make mutually agreeable adjustments to their boundaries if the land affected is less than 1000 feet in width.

Please let me know if you need additional information.

XC: Alan Upchurch, Director of Public Works and Engineering  
Gerald Cosgrove, Deputy Director of Public Works and Engineering  
Tina Firgens, Planning Manager



 <b>CITY OF ALLEN</b>		<b>PROJECT:</b> EXHIBIT B	
<b>DESC:</b> BOUNDARY ALONG CHAPARRAL RD.		<b>SCALE:</b> 1" = 300'	
<b>DATE:</b> 1-20-2011		<b>REVISION:</b>	
<b>SHEET:</b> 1 OF 1			

**An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Allen, Texas; authorizing the City Manager, or his authorized designee, to execute the agreement on behalf of the City of Plano; and providing an effective date.**

**WHEREAS**, the City of Plano and the City of Allen have partnered to complete the construction of Chaparral Road from K Avenue/SH 5 to Cottonwood Creek; and

**WHEREAS**, the cities now wish to make mutually agreeable adjustments to the city limit boundaries along Chaparral Road; and

**WHEREAS**, the City Council has been presented a proposed Boundary Adjustment Agreement with regard to Chaparral Road between the City of Plano, Texas and the City of Allen, 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 ordained 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 ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED THIS THE 9TH DAY OF MARCH, 2011.**

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

## **BOUNDARY ADJUSTMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF ALLEN, TEXAS**, hereinafter referred to as "Allen" and the **CITY OF PLANO, TEXAS**, hereinafter referred to as "Plano."

**WHEREAS**, Allen's city limit boundary is in part contiguous with the city limit boundary of Plano; and

**WHEREAS**, Section 43.031 of the Texas Local Government Code authorizes adjacent cities to enter into mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

**WHEREAS**, since 1976 Allen and Plano have entered into a number of city limit boundary adjustment agreements or amendments establishing and altering the location of the city limit boundary line between the two municipalities along Chaparral Road; and

**WHEREAS**, Allen and Plano entered into that certain Boundary Adjustment Agreement dated March 2000 (the "2000 Agreement") pursuant to which the parties agreed that the boundary line between Allen and Plano would be the south right-of-way line of Chaparral Road; and

**WHEREAS**, Chaparral Road has now been extended eastward to Cottonwood Creek, necessitating a change in the boundary between Allen and Plano; and

**WHEREAS**, Allen and Plano agree that it is in the best interest of both cities to allow the properties north of the right-of-way line of the new Chaparral Road extension and the ten foot strip described in Exhibit "A" attached hereto to remain within and connected to the city limits of the City of Plano; and

**WHEREAS**, representatives of Allen and Plano have met and agreed to re-confirm the boundary along Chaparral Road following the road extension and establish a mutually acceptable boundary along Chaparral Road consistent with the 2000 Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Allen and Plano agree as follows:

**SECTION I.**  
**Statement of Intent**

It is the intent of Allen and Plano to modify their respective boundaries in the manner described in and attached to and made a part of this Agreement as Exhibits "A" and "B".

**SECTION II.**  
**Relinquishment of Territory**

To accomplish the objective set forth in Section I above, Plano does hereby grant, relinquish, and apportion unto Allen all land that is less than 1,000 feet in width and contained within the right-of-way of Chaparral Road, as shown in Exhibit "B", with the exception of a connection to the properties located north of the roadway, which will remain within the boundaries of the City of Plano, as set forth in Exhibit "A".

**SECTION III.**  
**Waiver of Extraterritorial Jurisdiction**

Plano does hereby waive all of its extraterritorial jurisdiction in the property located within the right-of-way of Chaparral Road as established in Sections I and II above. Allen does hereby waive all of its extraterritorial jurisdiction, if any, in the ten (10) foot strip as established in Sections I and II above.

It is expressly agreed and understood that these waivers shall operate only in favor of the parties to this agreement, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which either party may be able to assert against any other municipality.

**SECTION IV.**  
**Severability**

Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

**SECTION V.**  
**Effective Date**

Allen and Plano agree that this Agreement shall take effect only upon ratification and adoption by the governing bodies of each city.

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM

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

**CITY OF ALLEN, TEXAS**

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

BY: \_\_\_\_\_

Peter H. Vargas  
CITY MANAGER

APPROVED AS TO FORM

\_\_\_\_\_  
Peter G. Smith, CITY ATTORNEY

**ACKNOWLEDGMENTS**

**STATE OF TEXAS           §**

**§**

**COUNTY OF COLLIN       §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

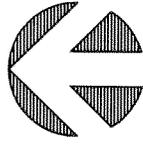
**STATE OF TEXAS           §**

**§**

**COUNTY OF COLLIN       §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011 by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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



1" = 300'

R. L. INGRAHAM SURVEY  
ABSTRACT NO. 462  
R. C. WISENANT SURVEY  
ABSTRACT NO. 1012

R. L. INGRAHAM SURVEY  
ABSTRACT NO. 462

COTTONWOOD BEND 4F  
CAB. I, SLIDE 280  
D.R.C.C.T.  
CITY OF ALLEN  
ORDINANCE NO. 133  
VOL. 837, PG. 635

COTTONWOOD BEND EST., PH. II-B  
C.C.# 96-0005006  
D.R.C.C.T.

CITY OF ALLEN  
ORDINANCE NO. 1111-6-92  
CC# 92-0046836

ALLEN

AVERY D. LAFOLLETTE  
VOL. 941, PG. 459  
D.R.C.C.T.

ALLEN

COTTONWOOD BEND  
ESTATES PH. II-A  
CAB. I, SLIDE 636  
M.R.C.C.T.

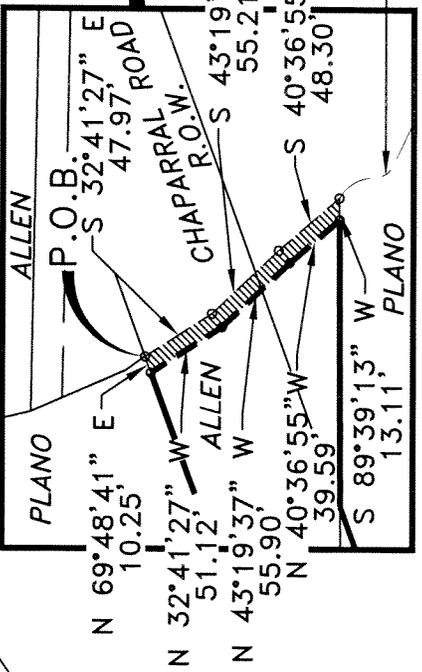
F. LILES & SUSAN Y. ARNOLD  
C.C.# 94-0050644  
D.R.C.C.T.

ALLEN

SOUTH LINE R.O.W. CHAPARRAL ROAD  
(PER CARTER & BURGESS MAPS)  
CITY LIMIT PER RESOLUTION No. 1809-3-00 (R)  
CITY OF PLANO  
VOL. 1938, PG. 929  
D.R.C.C.T.

PLANO

PLANO



P.O.B.

LOT 11

20' R.O.W. & TRAILS DEDICATION  
THE KNOLLS OF SPRINGHILL

CITY OF ALLEN  
CAUSE NO. 006-2027-2009  
C.C.# 20100301000195040

KNOLLS OF SPRINGHILL  
VOL. 4379, PG. 1912  
D.R.C.C.T.  
CITY OF PARKER

HERITAGE PARK GREENBELT/FLOODPLAIN  
CAB. G, SLIDE 354  
M.R.C.C.T.

CENTERLINE OF  
COTTONWOOD CREEK

CITY OF ALLEN  
ORDINANCE NO. 363  
VOL. 1455, PG. 534

1468PARCEL.DWG DEC, 2010



**BW2 Engineers, Inc.**  
1919 S. Shiloh Road  
Suite 500, L.B. 2F  
Garland, Texas 75042  
(972) 864-8200 (tel)  
(972) 864-8220 (fax)

**EXHIBIT "A"**  
**CITY OF ALLEN**  
**CHAPARRAL ROAD ANNEXATION**  
**1490 SQ. FT.**

Note: The Plat and Description of same is based on record information. No field survey was performed. Bearings are based on the subdivision plats for Cottonwood Phase IIA and Phase IIB

CITY OF ALLEN  
ANNEXATION  
CHAPARRAL ROAD

DESCRIPTION

A 1,490 SQUARE FOOT STRIP OF LAND OUT OF THE R.C. WHISENANT SURVEY, ABSTRACT NO. 1012, COLLIN COUNTY, TEXAS, BEING A TRACT OF LAND AS DEEDED (LIS PENDENS) TO THE CITY OF ALLEN IN CAUSE NO. 006-2027-2009 AS RECORDED IN THE COUNTY CLERKS FILE NO. 20100301000195040 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT):

IT IS THE INTENT TO DESCRIBE A 10 FOOT WIDE STRIP OF LAND ALONG THE EAST SIDE OF SAID CITY OF ALLEN TRACT, BEING BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID CITY OF ALLEN TRACT (THE NORTH LINE OF THE RIGHT OF WAY FOR CHAPARRAL ROAD AND THE SOUTH LINE OF A REMAINDER TRACT OF LAND AS DEEDED TO F. LILES AND SUSAN Y. ARNOLD AND RECORDED IN COUNTY CLERKS FILE NO. 94-0050644), BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID CITY OF ALLEN TRACT (CENTERLINE OF COTTONWOOD CREEK), AND BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID CITY OF ALLEN TRACT (THE NORTH LINE OF A TRACT OF LAND AS DEEDED TO THE CITY OF PLANO AND RECORDED IN VOLUME 1938, PAGE 929, DRCCT):

The POINT OF BEGINNING is the most northerly corner of said City of Allen tract, being the north line of the Right of Way for Chaparral Road, and being the southeast corner of said Arnold remainder tract, being on the west line of Lot 11 of Knolls of Springhill, an addition to the City of Parker as recorded in Volume 4379, Page 1912, DRCCT, and being in the centerline of Cottonwood Creek;

THENCE South 32°41'27" East, with the east line of said City of Allen tract, being the centerline of Cottonwood Creek, a distance of 47.97 feet to a point;

THENCE South 43°19'37" East, with said common line, a distance of 55.21 feet to a point;

THENCE South 40°36'55" East, with said common line, a distance of 48.30 feet to a point being the southeast corner of said City of Allen tract, being in the centerline of Cottonwood Creek, and being the northeast corner of said City of Plano tract;

THENCE South 89°39'13" West, with the line common to said City of Allen tract and said City of Plano tract, a distance of 13.11 feet to a point;

THENCE North 40°36'55" West, departing said common line and crossing said City of Allen tract, a distance of 39.59 feet to a point;

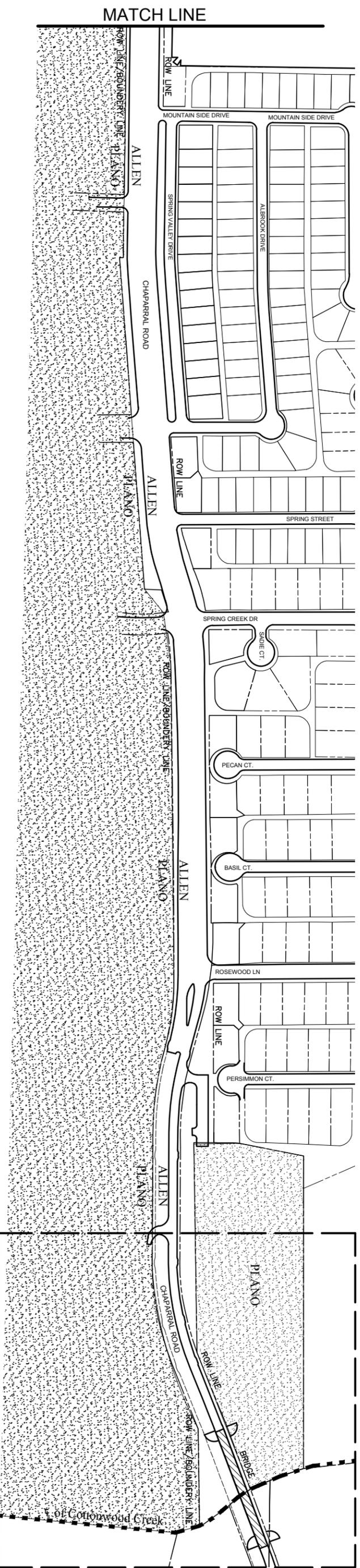
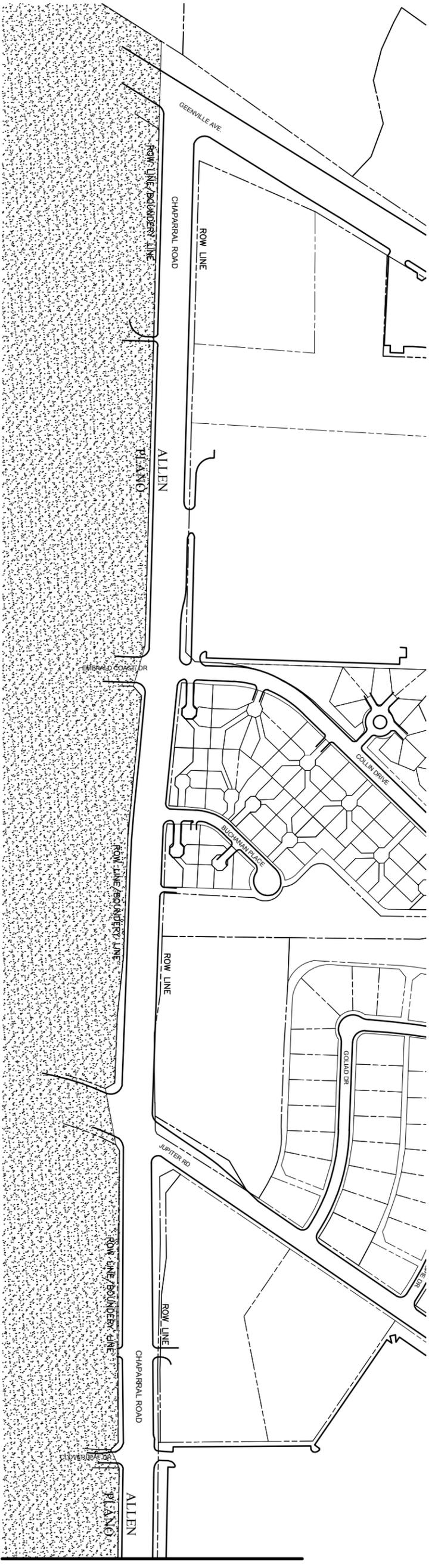
THENCE North  $43^{\circ}19'37''$  West, a distance of 55.90 feet to a point;

THENCE North  $32^{\circ}41'27''$  West, a distance of 51.12 feet to a point on the north line of said City of Allen tract, being the south line of said Arnold remainder tract, and being the north line of the Right of Way for Chaparral Road;

THENCE North  $69^{\circ}48'41''$  East, with said common line, a distance of 10.25 feet to the POINT OF BEGINNING, and containing 1,490 square feet of land.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone.



SEE DETAIL EXHIBIT "A"

PROJECT: EXHIBIT B

DESC: BOUNDARY ALONG CHAPARRAL RD.

SCALE: 1" = 300'  
 DATE: 1-20-2011  
 REV DATE:  
 SHEET: 1 OF 1





**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:		03/9/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley - 7479</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 GGNSC Holdings, LLC and the City of Plano; 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>2011</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	12,179,503	0	<b>12,179,503</b>
Encumbered/Expended Amount	0	-2,878,500	-5,240,500	<b>-8,119,000</b>
This Item	0		-400,000	<b>-400,000</b>
<b>BALANCE</b>	0	9,301,003	-5,640,500	<b>3,660,503</b>
<b>FUND(S):    ECONOMIC DEVELOPMENT 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 GGNSC Holdings, LLC for an Economic Development Incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. GGNSC Holdings agrees to occupy not less than 25,000 sq. ft of commercial space and retain, transfer or create 50 jobs on or before 8/1/12. GGNSC Holdings must also retain, transfer or create an additional 50 jobs on or before 8/1/13. GGNSC Holdings also has the option of adding an additional 100 jobs on or before 8/1/15.				
List of Supporting Documents: Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between GGNSC Holdings, LLC and the City of Plano; 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 GGNSC Holdings, LLC and the City of Plano, 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 9th day of March, 2011.

\_\_\_\_\_  
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 GGNCS Holdings, LLC, a Delaware corporation, (“Company”), acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of senior healthcare and plans to add \$2,200,000.00 of Real Property improvements and \$500,000.00 of Business Personalty at 7160 North Dallas Parkway, Suite 400, Plano, Texas 75024;

**WHEREAS**, Company agrees to occupy at least 25,000 square feet of “ Real Property” in Plano and maintain or create up to 200 Job Equivalents to be located on the 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 locate 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 25,000 square feet of Property, and the retention, creation or transfer of up to 200 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 GGNSC Holdings, LLC, 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 or its wholly owned subsidiaries’ operations in the City. An economic down turn shall not constitute an event of force majeure.

“Job Equivalent” shall mean one or more Company employees including employees of Company’s wholly owned subsidiaries as defined herein, whether individual or combined with other employees, who are located at the Property and each Job Equivalent is paid a total 2080 hours annually and issued an Internal Revenue Service W-2 form by the Company or its wholly owned subsidiaries

“Property” shall mean 7160 North Dallas Parkway, Suite 400, Plano, Texas 75024.

“Wholly owned subsidiaries” shall mean the following entities: GGNSC Administrative Services, LLC, a Delaware Limited Liability company; Golden Gate Senior Care, LLC, a Delaware Limited Liability company; Golden Gate Ancillary, LLC, a Delaware Limited Liability company; Golden Gate Clinical Services, LLC, a Delaware Limited Liability company; Aegis Therapies, Inc., a Delaware corporation; Home Care Preferred Choice, Inc., a Delaware corporation; and, Hospice Preferred Choice, Inc., a Delaware corporation.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until July 31, 2021 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 August 1, 2012, occupy at least 25,000 square feet of commercial space on the Real Property throughout the term of the Agreement; and,
- (b) Retain, create or transfer at least 50 Job Equivalents to the Real Property by August 1, 2012; and retain, create or transfer an additional 50 Job Equivalents to the Real Property by August 1, 2013 and at Company's option create up to a total of 100 additional Job Equivalents on or before August 1, 2015 and maintain those Job Equivalents on the Real Property throughout the Agreement. The specific schedule for the Job Equivalents is set out in 4.02; 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 up to Four Hundred Thousand Dollars (\$400,000.00) 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 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)(i) By August 1, 2012, occupy not less than 25,000 square feet of commercial space and have at least 50 Job Equivalents at the Real Property to be eligible to receive the initial payment of One Hundred Thousand Dollars (\$100,000.00). The payment will not be pro-rated. Company must submit the Initial Certification form attached hereto as Exhibit "A" verifying compliance with the obligations set forth in this provision not later than November 1, 2012. 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 first payment within thirty (30) days of receipt of the initial certification unless the City reasonably objects to the certification.

(ii) By August 1, 2013, occupy not less than 25,000 square feet of commercial space and have an additional 50 Job Equivalents for a total of at least 100 Job Equivalents at the Real Property to be eligible to receive the second payment of One Hundred Thousand Dollars (\$100,000.00). The payment will not be pro-rated. Company must submit its second certification verifying compliance with this provision using the form attached hereto as Exhibit

“B” not later than November 1, 2013. A failure to provide this certification by that date is an event of default and, if not cured, results in a complete forfeiture of the remaining outstanding grant.

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

(iii) If Company adds up to an additional 100 Job Equivalents to the existing initial 100 Job Equivalents on the Real Property by August 1, 2015 so that the total potential number of Job Equivalents on the Property is 200, it is entitled to a third payment of up to Two Hundred Thousand Dollars (\$200,000.00). This amount will be pro-rated at Two Thousand Dollars (\$2,000.00) per Job Equivalent for each Job Equivalent added by Company over the initial 100 Job Equivalents and up to 100 additional Job Equivalents for a total of up to 200 Job Equivalents. Company must have complied with (i) and (ii) above and have added up to an additional 100 Job Equivalents to the existing initial 100 Job Equivalents to receive this portion of the grant award. Company shall not receive any payment for Job Equivalents added after August 1, 2015. Company must submit its third certification verifying compliance with this provision on the form attached as Exhibit “C” not later than November 1, 2015. A failure to provide this certification by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining outstanding grant.

City will make the third payment not to exceed \$200,000.00 within thirty (30) days of receipt of this certification unless the City reasonably objects to the certification. Total amount of the grant payments shall not exceed Four Hundred Thousand Dollars (\$400,000.00).

(b) Beginning January 2014, Company must submit an annual certification on the form attached hereto as Exhibit “D” not later than January 31 of each year for the duration of this agreement verifying compliance with Article III above. The certification must be based upon the number of Job Equivalents for which the Company has received a grant. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall result in a default and a right to a full refund of all grant amounts previously paid as set out in 4.03.

(c) All certifications must be verified by the Company’s chief executive or financial officer. Company represents it is authorized to make the certifications on behalf of its wholly owned subsidiaries with respect to the job equivalents.

(d) Company also represents and agrees that it has the authority to provide the City access to records under the terms and conditions set forth in Article VI for records of its wholly owned subsidiaries.

#### 4.03 **Refund/Default**

(a) If following the receipt of a grant payment, the Company fails to meet the required number of Job Equivalents, including any Job Equivalents provided by its wholly owned subsidiaries, for which Company has received payment 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 Two Thousand Dollars (\$2,000.00) 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 forms attached as Exhibits "B", "C" & "D". All refunds under this Agreement shall be due within thirty (30) days of written demand for payment. A failure to make the refund payment within thirty (30) days shall constitute an event of default. If a refund is due 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.

(b) If the Company defaults on the payment of any refund or fails to provide any annual certification, the full amount of the 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 and/or its wholly owned subsidiaries is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, Company 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 This Agreement terminates upon any one or more of the following:

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

(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: (1) Five years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

6.02 Company on behalf of itself and its wholly owned subsidiaries 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 and its wholly owned subsidiaries 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 books and records will be limited to information needed to verify that Company and its wholly owned subsidiaries are in compliance 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 Records include any access to any personal and/or medical data of any employees except to confirm payroll information compliance for Job Equivalents. Company and its wholly owned subsidiaries shall not be required to disclose to the City any information that by law 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 above, or any portion thereof, for reason of default. All Records shall be retained by Company and its wholly owned subsidiaries 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 inquires and open record requests are completed. Company agrees to maintain all Records in an accessible location.

## **Article VII**

### **Assignment**

7.01 **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) above, 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 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 act on behalf of the other party under any circumstances by virtue of this Agreement.

8.01.1 **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.

8.02 **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.

8.03 **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:  
City Manager  
1520 Avenue K  
P.O. Box 860358  
Plano, TX 75086-0358

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

If intended for the Company before relocation:  
GGNSC Holdings, LLC  
Ms. Ann Harmon  
Executive Vice President  
1099 New York Avenue, N.W. Suite #500  
Washington, D.C. 20001

If intended for the Company after relocation:  
GGNSC Holdings, LLC  
Ms. Ann Harmon  
Executive Vice President  
7160 North Dallas Parkway, Suite 400  
Plano, Texas 75024

8.04 **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.

8.05 **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.

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

8.07 **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.

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

8.09. **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 including those that apply to Company's wholly owned subsidiaries.

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

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

CITY OF PLANO, TEXAS, a home rule  
municipal corporation

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

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

APPROVED AS TO FORM:

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

ATTEST:

GGNSC Holdings, LLC

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

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

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

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

- \_\_\_\_\_ a. I hereby certify that GGNSC Holdings, LLC has occupied 25,000 square feet of commercial space and retained, transferred or added at least 50 Job Equivalent positions at the Real Property by August 1, 2012 and is in compliance with the Agreement and is entitled to receive payment in accordance with Section 4.02 (a)(i) of that Agreement. The actual number of job equivalents is \_\_\_\_\_.
- \_\_\_\_\_ b. I hereby certify that GGNSC Holdings, LLC has failed to occupy 25,000 square feet of commercial space and failed to retain, transfer or add at least 50 Job Equivalent positions at the Property by August 1, 2012 and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) (i) of that Agreement. The actual number of job equivalents is \_\_\_\_\_.

ATTEST:

**GGNSC Holdings, LLC, a Delaware Company**

\_\_\_\_\_

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

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

Chief Financial Officer

\_\_\_\_\_

Date

**This Certification is due by November 1, 2012.**

This Certificate of Compliance should be mailed to:

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

**EXHIBIT "B"**

**SECOND CERTIFICATE OF COMPLIANCE**

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

- \_\_\_\_\_ a. I hereby certify that GGNSC Holdings, LLC has continued to occupy 25,000 square feet of commercial space and retained, transferred or added an additional 50 Job Equivalents to its initial 50 Job Equivalents for a total of at least 100 Job Equivalents at the Real Property on or before August 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) (ii). The actual number of Job Equivalents is \_\_\_\_\_.
- \_\_\_\_\_ b. I hereby certify that GGNSC Holdings, LLC has failed to occupy 25,000 square feet of commercial space and retain, transfer, add or maintain at least 100 Job Equivalents at the Property as of August 1, 2013. The actual number of Job Equivalents is \_\_\_\_\_. I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement.

ATTEST:

**GGNSC Holdings, LLC, a Delaware Company**

\_\_\_\_\_

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

\_\_\_\_\_  
Date

**This form is due by November 1, 2013.**

This Certificate of Compliance should be mailed to:

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

**EXHIBIT "C"**

**THIRD CERTIFICATE OF COMPLIANCE**

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

- \_\_\_\_\_ a. I hereby certify that GGNSC Holdings, LLC. has retained, transferred or added up to 100 additional Job Equivalents to the existing initial 100 Job Equivalents at the Real Property by August 1, 2015 and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) (iii). The actual number of Job Equivalents is \_\_\_\_\_ .
- \_\_\_\_\_ b. I hereby certify that GGNSC Holdings, LLC has not retained, transferred or added up to 100 additional Job Equivalents to the existing initial 100 Job Equivalents at the Property by August 1, 2015 pursuant to the Agreement. The actual number of Job Equivalents is \_\_\_\_\_. I further certify that the City of Plano is not required to pay an additional payment to GGNSC Holdings, LLC and has been refunded any appropriate amounts as required by Section 4.03 of the Agreement.

ATTEST:

**GGNSC Holdings, LLC, a Delaware Company**

\_\_\_\_\_

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

\_\_\_\_\_ Date

**This form is due by November 1, 2015.**

This Certificate of Compliance should be mailed to:

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

**EXHIBIT "D"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

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

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

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

ATTEST:

**GGNSC Holdings, LLC, a Delaware Company**

\_\_\_\_\_

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 with the final annual certification due on July 31, 2021.**

This Certificate of Compliance should be mailed to:

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