

CITY COUNCIL

1520 AVENUE K



DATE: 4/26/2010
 CALL TO ORDER: 7:00 p.m.
 INVOCATION: Associate Pastor Kelvin Foley
 Prestonwood Baptist Church
 PLEDGE OF ALLEGIANCE: Boy Scout Troop 2819
 Prestonwood Baptist Church

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Presentation: Check from Collin County for Road Improvement Projects</p> <p>Special Recognition: Chetan Reddy, Winner of the DMN Regional Spelling Bee</p> <p>Proclamation: Hedgcoxe Elementary School Teacher Appreciation Week</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Board of Adjustment</u> Peter Krause</p> <p><u>Building Standards Commission</u> James Mack Craft, Jr.</p> <p><u>Library Advisory Board</u> Kimberley Malouf</p> <p><u>North Texas Municipal Water District Board</u> Shep Stahel</p> <p><u>Photographic Traffic Signal Advisory Committee</u> Tase Bailey Doug Bender Michael Shea</p> <p><u>Self Sufficiency Committee</u> Matt Lagos Lisa Ward</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>CERTIFICATES OF APPRECIATION</u></p> <p><u>Public Art Committee</u> Richard Allison Robert Drotman Mary Jo Forbes Maury Hal Marcus Jacie Moore Margaret Robinette Denver Tracy</p> <p><u>COMMENTS OF PUBLIC INTEREST</u> <u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>(a) April 10, 2010 April 12, 2010</p> <p><u>Approval of Expenditures</u></p> <p><u>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</u></p> <p>(b) Bid No. 2010-84-B for Plano Aquatic Center - Bridge Replacement to Wall Enterprises in the amount of \$124,295 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2010-65-B for Self Contained Breathing Air Compressor equipment and installation for the Fire Department to August Industries Inc. in the amount of \$52,600 and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Bid No. 2010-91-B for the purchase of three (3) 1/2 ton extended cab pick up trucks for Fleet Services to be utilized by Athletic Field Maintenance, Utility Maintenance Administration, and Backflow Operations to Five Star Ford of Plano in the amount of \$55,005 and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(e)	Bid No. 2010-87-C for a one (1) year contract with three (3) optional one year renewals for the purchase of Public Building Landscape Maintenance for the Parks and Recreation Department at Coyote Creek Park, Davis Library, Fire Station 4, Fire Station 6, Fire Station 9, Fire Station 10, Haggard Library, Harrington Park, Liberty Park, Parr Library, Plano Aquatic Center, & Prairie Meadow Park; to Somerset Landscape Maintenance in the amount of \$55,462 and authorizing the City Manager to execute all necessary documents.	
(f)	Bid No. 2010-29-C for a one (1) year contract to purchase oil and lubrication products for Warehouse Operations to Douglass Distributing, Sun Coast Resources, Inc., Southwest Distributing Co., & Universal Lubricants, LLC in an estimated amount of \$98,554 and authorizing the City Manager to execute all necessary documents.	
(g)	Proposal No. 2009-76-B for EOC Audio Visual Project for the Department of Emergency Management to Audio Fidelity Communications Corporation dba The Whitlock Group in the amount of \$404,969 and authorizing the City Manager to execute all necessary documents.	
(h)	<p>Purchase from an Existing Contract</p> <p>To approve the purchase of Landscape Maintenance Services for the Parks and Recreation department in the amount of \$351,000 from Dynamist Construction Company, Inc. through an existing contract with the Plano ISD RFP #2009-080, for the term of three (3) years with two (2) optional one (1) year renewals, and authorizing the City Manager to execute all necessary documents.</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(i)	To approve a contract with Caye Cook DBA Caye Cook and Associates to provide Landscape Architectural Services in conjunction with the Frank Beverly Park Improvements in an amount not to exceed \$64,745 and authorizing the City Manager to execute any and all documents necessary to effectuate the contract.	
(j)	To approve an engineering contract by and between the City of Plano and Jerry Parche' Consulting Engineers in the amount of \$53,890 for Drainage Improvements – Ashington Lane, Rosehill Lane & Early Morn Drive and authorizing the City Manager to execute all necessary documents.	
(k)	<p>Approval of Change Order</p> <p>To Hencie International, Inc., increasing the contract by \$54,630 for the 2008-2009 Residential Concrete Pavement Rehabilitation Project, Zone I 4, Project No. 5969, Change Order No. 2. Original Bid No. 2009-79-B.</p> <p>Adoption of Resolutions</p>	
(l)	To terminate the contract due to contract noncompliance by and between the Salvation Army and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; approving its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(m)	To modify the contract by and between the Samaritan Inn and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; reallocating funds available within the Homelessness Prevention and Rapid Re-Housing Program subject to the previous agenda item; approving its execution by the City Manager; and providing an effective date	
(n)	To support participation in the Cotton Belt Rail Line corridor study to further facilitate rail transit service; and providing an effective date.	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	Bid No. 2010-48-C for a one (1) year contract with three (3) City optional renewals for the purchase of large and small plastic meter box lids to Bass and Hays Foundry, Inc. in an estimated amount of \$114,120 and authorizing the City Manager to execute all necessary documents.	
(2)	Consideration of a Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and VuComp, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date.	
(3)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2010-01 to amend Subsection 2.818 (R - Retail) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and Subsection 3.1001 (Screening Walls or Visual Barriers) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding screening requirements for single-family and two-family residential uses within the Retail and General Residential zoning districts; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4-26-10		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): x7551				
CAPTION				
"Presentation of Check from Collin County for Road Improvement Projects"				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/26/2010		
Department:		City Manager's Office		
Department Head		Thomas Muehlenbeck		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Special Recognition: Chetan Reddy, Winner of the DMN Regional Spelling Bee				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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COUNCIL AGENDA ITEM**

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Council Meeting Date:		4/26/2010		
Department:		City Manager's Office		
Department Head		Thomas Muehlenbeck		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Proclamation: Hedgcoxe Elementary School Teacher Appreciation Week				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
CORE BUSINESS WORK SESSION
APRIL 10, 2010**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer convened the Council into the open session at 8:33 a.m. on Saturday, April 10, 2010, in Training Room A of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

Opening Comments

City Manager Muehlenbeck thanked Staff for their efforts, advised that the City is down 4.8% on sales tax revenues and that some of the items discussed will be permanent reductions while others will be one-time adjustments. He spoke to the tax rate of 48.86 cents with debt service at 16.02 cents and operating funds at 32.84 cents, advising of his recommendation to no longer transfer monies from operations to debt. Chair of the Budget Reduction Committee/Director of Health Collins spoke to the process of determining reductions with participation across the City and a change from “across the board” to “service cuts.” Director of Budget Rhodes-Whitley spoke to mid-level estimates from the appraisal district indicating a reduction in property values of 3.7% and the decline in sales tax from the business-to-business sector.

Council discussion and direction for the following City service areas and departments:

Public Safety Services Business Center

Deputy City Manager Glasscock spoke regarding reductions in postage for roundtable meetings, legislative-related items, and Sister City travel reflecting a \$31,000 reduction.

Police Chief Rushin spoke to a proposal to share costs for school liaisons 50/50 with PISD and eliminate candy purchased for the *Trick or Treat Kid's Night Out* program, advising that Staff may apply for a grant or collect funds from the community to cover costs.

Fire Chief Esparza spoke to elimination of an Administrative Assistant's position and two vehicles. He spoke to the City's growth and recommended proceeding with construction of Station #13 and procuring additional apparatus, but delaying the cost of personnel by temporarily moving a fire company from another station to retain the ISO PPC-1 rating and provide high quality services. Chief Esparza responded to the Council regarding the need for double companies at some stations due to their functions and future requests for station upgrades or assets and work towards fee-based inspections at commercial buildings.

Director of Property Standards O'Banner spoke to reducing printing costs, travel/training, utilizing less expensive computer systems, eliminating membership dues to professional associations, and eliminating a part-time Administrative Assistant position. She spoke to revenue enhancements proposed in conjunction with the Planning, Engineering and Building Inspections Departments related to the collection of administrative fees for non-compliant properties raising \$15,000 for the Property Standards Department.

Director of Health Collins spoke to elimination of a Health Specialist position advising that any further personnel reduction would reduce inspections and may result in increased food borne illness, health issues, and complaints. He responded to Council, advising that inspections costs are individually based and that Plano's rates are comparatively high. Mr. Collins advised that there will be reductions in scheduled inspections and that utilizing a contractor may result in extra costs when a citation must be issued. He spoke to reducing one full-time Animal Services Officer to part-time, outsourcing the *Animal Licensing Program* and revenues related to animal cremation services, re-inspection fees/late fees and owner surrender fees.

Director of Public Safety/Communications Timmons spoke to reducing travel costs.

Director of Technology Services Stephens spoke to one-time savings resulting from extended warranties for personal computers and the delay in filling one position. He further spoke to reductions for Public Safety Technology Support including reduced maintenance agreements, travel, and cell phone packages. Mr. Stephens spoke to a reduction in the number of utility poles required for lease by the Moto-mesh system and reductions for the Telecommunications and Data Network related to the consolidation of telephone lines.

Assistant City Manager Israelson spoke to the Customer Utility Billing's implementation of wireless meter reading, testing a Municipal Center payment kiosk with the possibility of an additional one at the Joint-Use Facility, reducing after-hours collections and increasing trip fees.

Director of Sustainability and Environmental Services Nevil spoke to the department's funding through an enterprise fund with costs recouped by fees, advised regarding proposed reductions to travel and training, eliminating one-gallon recycled paint cans (five-gallon only), reducing recycling totes offered to new commercial customers, eliminating compost bins and free water conservation items, and charging for workshop books.

Director of Public Information Conklin spoke to elimination of a PTN Producer position and the transfer of franchise fees to the CATV fund. She spoke to adjustments made in revenues from Time Warner Cable based on an anticipated change in calculation of Public Education Government fees, and responded to the Council that there may not be sufficient Staff resources for background work on public service/non-profit groups but that events will be covered.

The Council recessed at 10:38 a.m. and resumed at 10:47 a.m.

Development Services Business Center

Director of Planning Jarrell spoke to eliminating the department's assigned vehicle and placing it into the "Fleet Share" program, reducing the funding for imaging and travel/training, eliminating the Data Base Administrator and Long Range Planning positions, and shifting benefits for grant-funded positions from the General Fund to a federal grant. Deputy Mayor Pro Tem Dunlap spoke to keeping GIS maps current and their use by multiple departments in the City. Ms. Jarrell spoke to fee increases in conjunction with the Engineering, Building Inspections and Property Standards departments resulting in \$10,000 revenue for Planning/Engineering.

Chief Building Official Mata spoke to eliminating the following positions: Building Inspector, Part-time Inspection Assistant, Permit Services Supervisor and Senior Administrative Assistant. He spoke to increases in inspections and to fees waived for schools, DART, and the tollway authority. Mr. Mata advised technology related to the Moto-mesh system is not utilized by the department.

Director of Public Works/Engineering Upchurch spoke to reductions in food, apparel and travel for Public Works and Streets with a further reduction of a Labor/Maintenance and Senior Construction Inspector positions. He spoke to reduction in apparel and overtime for the Signals Division and reductions of overtime, food, apparel, minor apparatus, chemicals, maintenance parts and contractual repair for Signs and Markings. Mr. Upchurch spoke to reductions in Engineering by eliminating a Senior Engineering Technician position, reducing overtime/apparel/minor apparatus/travel/training and Facility Maintenance with elimination of a Facility Construction Coordinator's position. He spoke to reductions in Municipal Drainage through contracts, overtime, food, apparel, minor apparatus and advertising, and moving to semi-annual updates the City's aerial map. Mr. Upchurch spoke to reducing the budget for debris hauling/street sweeping and other reductions for utility districts (food and apparel), meter services (overtime/food/apparel and training) and the elimination of a Traffic Engineering Technician position and advised that positions recommended for elimination are vacant.

Assistant City Manager Ross spoke to Human Resources recommendations to delay the hiring of a Professional Development Manager and to reduction of the Picchioni contract, Management Preparation Program, employee development and elimination of a Senior Administrative Assistant position. She advised regarding an interlocal agreement with the City of Murphy to provide training (\$10,000) and responded to the Council regarding costs for dependent care. Council Member Smith requested a schedule of costs paid by other area cities and an estimate of costs savings for reduced premium costs.

Ms. Ross responded to Mayor Dyer that the new Professional Development Manager would spend time researching revenue generating opportunities rather than training. Ms. Ross responded to Council Member Davidson regarding the provision of a retirement plan for part-time employees as the City does not participate in Social Security.

Director of Libraries Ziegler spoke to reducing publications and databases and advised that with anticipated staffing levels her recommendation is a closure of facilities on Sunday. She spoke to Thursdays as the slowest usage day at libraries, 40% of Staff eligible for retirement, part-time employees comprising one-third of the staff resulting in a lack of succession planning, and overloading of remaining buildings should libraries be closed on a staggered schedule. Ms. Ziegler responded to the Council regarding non-resident usage and grant monies received for servicing the needs of the County and spoke to the programs either eliminated or scaled back. Mayor Pro Tem LaRosiliere and Council Members Callison and Miner stated opposition to Sunday closings and Mayor Dyer requested consideration at a future Council Meeting. Council Member Davidson stated concern regarding the lack of a succession plan.

Director of Parks and Recreation Fortenberry spoke to eliminating three currently vacant management positions and discussions with the Boys and Girls Club of Collin County to operate the Douglass Community Center. She spoke to the redundancy of service provided by the Club and the City, advised that the facility is owned by PISD and spoke to City transportation provided to the Center. Ms. Fortenberry spoke to the recommendation to eliminate Plano Senior Rides, advising that more is spent on administration than vouchers.

Mayor Dyer adjourned the session for lunch at 12:28 and resumed the session at 12:50 p.m.

Administration

Director of Finance Tacke spoke to reductions of travel and training in the department and to a buyer's position held open until the end of the year. She spoke to Fleet Services evaluation of take-home vehicles resulting in cost savings and to elimination of two positions. Ms. Tacke spoke to the proposed reduction in funding of post employment benefits with evaluations each year to determine future participation.

City Manager Muehlenbeck advised regarding delays in filling the Deputy City Manager and Administrative Assistant positions.

City Attorney Wetherbee spoke to reductions in travel and training and delay in filling the vacant Assistant City Attorney position. She spoke to expansion of services, additional litigation in-house, increased work load, and legal representation to additional boards.

City Secretary Zucco spoke to reductions in printing expenses due to the implementation of a paperless agenda packet and increased revenues for mixed-beverage permits.

Director of Budget and Research Rhodes-Whitley spoke to reductions in printing expenses with the use of web-based documents for the department.

Ms. Rhodes-Whitley spoke to non-departmental items including elimination of the Print Shop/Publishing division, DART Rail Pass Program, and reduction of the Buffington Grants to \$250,000 rather than \$2 per capita. Mayor Pro Tem LaRosiliere and Council Members Smith and Davidson spoke to determining the focus of the grants. Council Member Harris spoke to a gradual scaling back of grant funding and the Council discussed providing groups with criteria for future requests. Council Member Callison requested an agenda item to review definitions.

Ms. Rhodes-Whitley spoke to City-wide reductions including equipment replacement transfers with the exception of video in-car digital recording, advised regarding the elimination of an internal transfer from Technology Fund to Equipment Services, elimination of part-time employee vacation/holiday accrual and adoption assistance and changes in the calculation of overtime. City Manager Muehlenbeck spoke to a reevaluation of contribution levels by the Texas Municipal Retirement System. Ms. Rhodes-Whitley advised that of those positions proposed to be eliminated; only the ones at the Douglass Center are filled and Staff will look to relocate employees. She spoke to debt coming online including: Arts of Collin County (\$9 million), street improvements (\$11.2 million), park improvements (\$15.6 million), recreation centers (\$3.5 million), libraries (\$200,000), public safety (\$3.4 million) and technology facility (\$7 million). Mayor Pro Tem LaRosiliere requested information on the future costs for the arts center and Mayor Dyer requested an update on funding available from the 2005 Bond election.

Ms. Rhodes-Whitley provided information regarding the effective and rollback tax rates. Deputy Mayor Pro Tem Dunlap requested additional information regarding the estimated rollback rate.

Mayor Dyer spoke to scheduling further discussions for upcoming Council meetings. Nothing further was discussed and he adjourned the meeting at 2:18 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
April 12, 2010**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 5:02 p.m., Monday, April 12, 2010, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice/Litigation, Section 551.071, discuss Personnel, Section 551.074; and to receive information regarding Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 5:36 p.m.

Consideration and action resulting from Executive Session discussion:

Personnel Appointments

Building Standards Commission

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Harris, the Council voted 8-0 to move Arthur Stone to a regular position and to appoint James Mack Craft, Jr. to an alternate interim position.

Board of Adjustment

Upon a motion made by Deputy Mayor Pro Tem Dunlap and seconded by Council Member Miner, the Council voted 8-0 to appoint Peter Krause to an alternate interim position.

North Texas Municipal Water District Board

Upon a motion made by Council Member Harris and seconded by Council Member Miner, the Council voted 8-0 to reappoint Shep Stahel.

Personnel Appointments

Library Advisory Board

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Harris, the Council voted 8-0 to appoint Kimberley Malouf to an interim term expiring in October of 2011 and further deferred the remaining vacancy.

Photographic Traffic Signal Advisory Committee

Upon a motion made by Mayor Pro Tem Larosiliere and seconded by Deputy Mayor Pro Tem Dunlap, the Council voted 8-0 to appoint Doug A. Bender to a one-year term. Upon a motion made by Council Member Callison and seconded by Deputy Mayor Pro Tem Dunlap, the Council voted 8-0 to appoint Natalie "N" Crawford to a three-year term. The Council deferred on the remaining vacancy and appointment of chair/vice-chair.

Self Sufficiency Committee

Upon a motion made by Council Member Smith and seconded by Council Member Harris, the Council voted 8-0 to appoint Matt Lagos.

Discussion and Direction Regarding Spousal Eligibility on Health Plan

Assistant City Manager Ross spoke to the City's commitment to providing a benefit package that is competitive in the market and allows for positive recruitment and retention. She reviewed the philosophy implemented in 2006 transitioning the subsidy to 90% for employees and 75% for dependents. Ms. Ross spoke to spouses who may have coverage with their own employer, the rate of subsidy for other municipalities with Plano being among the highest, providing information to employees prior to implementation of any revisions, and health care being part of an overall benefit package. Council Member Smith requested information regarding the cost savings to the City related to the decreased dependent subsidy. Mayor Pro Tem LaRosiliere requested information regarding the cost to employees should the amount of subsidy be changed and City Manager Muehlenbeck requested information regarding the impact of new health-related legislation.

Presentation and Demonstration of City On-line Check Register

Director of Finance Tacke advised that the register has been on-line for several weeks and spoke to the City's receipt of the Gold Leadership Circle Award from the State Comptroller's Office based on web posting of the budget, comprehensive annual financial report and check register. Mayor Dyer requested the presentation be rescheduled due to technical difficulties.

Comprehensive Monthly Finance Report

Director of Finance Tacke spoke to February's General Fund and Sustainability revenues as a percentage of budget being down slightly as compared to last year and Water/Sewer revenues up slightly. She advised that actual revenues are down by \$4.5 million primarily due to decreasing sales tax and electric/telephone franchise fee revenues. Ms. Tacke advised that expenditures in the General Fund are down slightly with Water/Sewer up, the unemployment rate has increased, and spoke to increases in the sewer account, encumbrances of the new environmental education complex, and increases in contractual payments to the North Texas Municipal Water District

Presentation of Police Department's Racial Profiling Report

Police Chief Rushin spoke to the requirement to present data gathered from traffic stops resulting in a citation or arrest noting the race or ethnicity of the individual detained and whether a search was conducted. He advised that the report contains rough data and does not constitute evidence of racial profiling. Chief Rushin spoke to the percentage of stops affecting non-Plano residents, a baseline based on crash data population and factors related to discretionary and non-discretionary arrests. He advised there were 74,436 traffic contacts in 2009 with five alleging bias and stated none of these could be investigated because the alleging parties did not sign the required complaint form. Chief Rushin spoke to officer involvement in the community and future strategies to include gathering and analyzing data, utilizing car videos, review of standards, training, and minority recruiting. He responded to City Manager Muehlenbeck that the requirement to provide information applies to all entities (state, counties, and municipalities).

Presentation of Police Department's Annual Report

Police Chief Rushin spoke to the police as the largest City department with 586 full/part time employees (341 sworn officers/157 civilians) and its mission to provide outstanding police services in partnership with the community and to maintain a safe environment that contributes to the quality of life. He spoke to emphasizing voluntary compliance, education of citizens, partnership with the community, visual presence, detection and apprehension of offenders. Chief Rushin referred to performance measures including the crime rate (the lowest in over ten years), traffic safety, timely service with overall response times within target ranges and quality of service as measured by citizen expectations. He spoke to accomplishments including receipt of CALEA Flagship Accreditation, efforts of Law Enforcement Explorer's Post 911, the award winning National Night Out Program, and the rise in volunteer programs. Chief Rushin spoke to the positive impact and expansion of the Automated Red Light Camera Enforcement Program and the Department's future focus on performance measures, efficiency, technology, employee development, and community partnerships.

Discussion Regarding Council Member Interest in Service on National League of Cities (NLC) Boards

City Manager Muehlenbeck requested the Council advise Staff of their interest in serving on NLC Boards and reviewed the appointment process. Deputy City Manager Glasscock advised regarding meetings and noted that the NLC is comprised of 8,000+ cities and serves as the legislative voice of municipal government at the federal level.

Council Items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Deputy Mayor Pro Tem Dunlap requested that Consent Agenda Items “H,” Bid No. 2010-78-B for Alley Reconstruction – 16th Street & US 75 to Jim Bowman Construction Co., L.P. in the amount of \$210,458; and “I,” Bid No. 2010-81-B for 14th Street and George Bush Turnpike Waterlines to Jim Bowman Construction Co., L.P. in the amount of \$764,931 be removed for individual consideration due to possible conflicts of interest.

City Manager Muehlenbeck advised that Consent Agenda Item “G,” Bid No. 2010-48-C for contract for the purchase of large and small plastic meter box lids to Bass and Hays Foundry, Inc. in an estimated amount of \$114,120 would be pulled and held until April 26, 2010.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:49 p.m.

Phil Dyer, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
April 12, 2010

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer convened the Council into the Regular Session on Monday, April 12, 2010, at 7:06 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Reverend Alice Coder of First United Methodist Church and the Pledge of Allegiance was led by Pack 220, Jr. Webelos – Harrington Elementary.

Mayor Dyer received the 2010 Award for Excellence for the City of Plano's Building Inspections Department; presented Special Recognition to Dr. Mark Gamber, for his Chief Medical Officer Accreditation; and read a proclamation for National Volunteer Week.

Mayor Dyer administered oaths of office to Joseph Celso, Phil Head, Greg Price and Michael Shea as members of the Photographic Traffic Signal Advisory Committee.

Comments of Public Interest

No one appeared to speak.

Consent Agenda

Upon the request of Staff, Consent Agenda Item "G" was pulled and held until the April 26, 2010 Council Meeting.

Upon the request of Deputy Mayor Pro Tem Dunlap, Consent Agenda Items "H," and "I" were removed for individual consideration due to possible conflicts of interest.

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

Approval of Minutes (Consent Agenda Item “A”)

March 22, 2010
April 6, 2010

Approval of Expenditures

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

Bid No. 2010-70-B for Tennis Facility Lighting Renovation, Plano Senior High School to NEMA3 Electrical Contractors, Inc. in the amount of \$148,270. (Consent Agenda Item “B”)

Bid No. 2010-58-C for a one (1) year contract with three (3) City optional renewals for mowing and landscaping service for Public Works to TruGreen LandCare, LLC in the amount of \$51,485 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2010-90-B for the purchase of three (3) Ballfield Groomers for Fleet Services to be utilized by Athletic Field Maintenance to Kromer Co. LLC in the amount of \$63,159. (Consent Agenda Item “D”)

Bid No. 2010-71-C for a one (1) year contract with three (3) optional one year renewals for Plano Police Department Pistol Lights and Holsters to GT Distributors, Inc. in the amount of \$65,470 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Bid No. 2010-75-C for a one (1) year contract with three (3) optional one year renewals for the purchase of Athletic Field Bulk Fertilizer for the Parks and Recreation department to Lonestar Ranch and Outdoors in the amount of \$73,127 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Bid No. 2010-48-C for a one (1) year contract with three (3) City optional renewals for the purchase of large and small plastic meter box lids to Bass and Hays Foundry, Inc. in an estimated amount of \$114,120 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”) (Pulled and held to 4-26-10)

Bid No. 2010-83-B for Russell Creek Sewer Main Rehab – Phase I to Insituform Technologies, Inc., in the amount of \$1,118,400. (Consent Agenda Item “J”)

Purchase from an Existing Contract

To approve the purchase of mobile computer workstations for the Fire Department in the amount of \$206,395 from Motorola Inc. through an existing contract/agreement with Texas Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1304) (Consent Agenda Item “K”)

To approve the purchase of a maintenance agreement, for Wireless Mesh Network Devices, in the amount of \$209,950 from Motorola through an existing contract with the Houston-Galveston Area Council, and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. RA-01-08) (Consent Agenda Item “L”)

To approve the purchase of material testing services for 14th Street Reconstruction, K Avenue to Ridgewood Drive, in the amount of \$89,991 from GME Consulting Services, Inc. through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (2009-186-D) (Consent Agenda Item “M”)

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

To approve the purchase of Justice Center Equipment Replacement in the amount of \$60,346 from Trane U.S., Inc. dba Trane, through an existing contract/agreement with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R4669) (Consent Agenda Item “N”)

Adoption of Resolutions

Resolution No. 2010-4-2(R): To repeal Resolutions No. 99-9-35(R) and 2008-9-13(R) and thereby dissolving the Plano Public Art Committee; and providing an effective date. (Consent Agenda Item “O”)

Resolution No. 2010-4-3(R): To approve the terms and conditions of an Amended Contract between Helmick Sculpture LLC and the City of Plano for artwork in the Visitor Center of Oak Point Park and Nature Preserve; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “P”)

Resolution No. 2010-4-4(R): To approve the terms and conditions for the purchase of Lifepak defibrillators and related accessories from Physio- Control, Inc. in an amount not to exceed \$329,840 and technical support service agreement for a five (5) year bundled term in an amount of \$50,900 for use in the City’s emergency services vehicles; authorizing the execution of any and all documents by the City Manager; and providing an effective date. (Consent Agenda Item “Q”)

Resolution No. 2010-4-5(R): To approve the renewal of an Agreement with Oracle USA, Inc., a sole source vendor, for an amount not to exceed \$179,942 for maintenance and support of Peoplesoft Enterprise Software; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date. (Consent Agenda Item “R”)

Adoption of Ordinances

Ordinance No. 2010-4-6: To repeal Ordinance No. 2005-4-18 concerning the Plano Public Art Program and various matters related thereto; providing for the termination of the Public Art Program; providing for the completion of existing public art projects and the maintenance of completed public art; and providing an effective date. (Consent Agenda Item “S”)

END OF CONSENT

Due to possible conflicts of interest, Deputy Mayor Pro Tem Dunlap stepped down from the bench on the following two items which were considered concurrently.

Bid No. 2010-78-B for Alley Reconstruction – 16th Street & US 75 to Jim Bowman Construction Co., L.P. in the amount of \$210,458. (Consent Agenda Item “H”)

Bid No. 2010-81-B for 14th Street and George Bush Turnpike Waterlines to Jim Bowman Construction Co., L.P. in the amount of \$764,931. (Consent Agenda Item “I”)

Upon a motion made by Council Member Harris and seconded by Council Member Miner, the Council voted 7-0 to approve Bid No. 2010-78-B for Alley Reconstruction – 16th Street & US 75 to Jim Bowman Construction Co., L.P. in the amount of \$210,458 and Bid No. 2010-81-B for 14th Street and George Bush Turnpike Waterlines to Jim Bowman Construction Co., L.P. in the amount of \$764,931.

Deputy Mayor Pro Tem Dunlap resumed his seat at the bench.

Public Hearing and adoption of Ordinance No. 2010-4-7 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 122 for tax abatement consisting of a 16.5852 acre tract of land located at the northeast corner of the intersection of Technology Drive and Klein Road in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Agenda Item “1”)

Director of Finance Tacke spoke to statutes requiring the establishment of reinvestment zones which include a Public Hearing and to this agreement based on an estimated \$750,000 in real and an estimated \$4 million in business personal property for a period of ten years from January 1, 2011 through December 31, 2010 at the rates of thirty percent for real property and fifty percent for business personal property. She stated that impact would be \$1,099 for real property and \$9,772 for business personal property at the current tax rate.

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

Ordinance No. 2010-4-7 (cont'd)

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 122 for tax abatement consisting of a 16.5852 acre tract of land located at the northeast corner of the intersection of Technology Drive and Klein Road in the City of Plano, Texas; and further to adopt Ordinance No. 2010-4-7.

Resolution No. 2010-4-8(R): To approve the terms and conditions of an Agreement by and between the City of Plano, Texas, Kracker Enterprises LLC, a Texas limited liability company, and various Tenants in Common Owners acting by and through their authorized agent Rainier Asset Management LLC, a Texas limited liability company; providing for a business personal property and real property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "2")

Director of Finance Tacke advised that the agreement would be between the City of Plano and Kracker Enterprises LLC, include 60,500 square feet of space for ten years and retention, transfer or creation of 30 full-time job equivalents.

Upon a motion made by Council Member Callison and seconded by Mayor Pro Tem LaRosiliere, the Council voted 8-0 to approve an Agreement by and between the City of Plano, Texas, Kracker Enterprises LLC and various Tenants in Common Owners acting by and through their authorized agent Rainier Asset Management LLC; providing for a business personal property and real property tax abatement; and further to adopt Resolution No. 2010-4-8(R).

Public Hearing and adoption of Ordinance No. 2010-4-9 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 121 for tax abatement consisting of a 10.087 acre tract of land located north of the intersection of Mapleshade Lane and Silverglen Drive in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Agenda Item "3")

Director of Finance Tacke spoke to statutes requiring the establishment of reinvestment zones which include a Public Hearing and to this agreement based on an estimated \$6.25 million in real and an estimated \$1.35 million in business personal property for a period of ten years from January 1, 2011 through December 31, 2020 at the rate of fifty percent for both real and business personal property. She stated that impact would be \$15,269 for real property and \$3,298 for business personal property at the current tax rate.

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

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 121 for tax abatement consisting of a 10.087 acre tract of land located north of the intersection of Mapleshade Lane and Silverglen Drive in the City of Plano, Texas; and further to adopt Ordinance No. 2010-4-9.

Resolution No. 2010-4-10(R): To approve the terms and conditions of an Agreement by and between the City of Plano, Texas, and Atmos Energy Corporation, a Texas and Virginia corporation; providing for a business personal property and real property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “4”)

Director of Finance Tacke advised that the agreement would be between the City of Plano and Atmos Energy Corporation and include not less than 48,000 square feet of a proposed new commercial industrial facility.

Upon a motion made by Council Member Callison and seconded by Council Member Miner, the Council voted 8-0 to approve an Agreement by and between the City of Plano, Texas, and Atmos Energy Corporation; providing for a business personal property and real property tax abatement; and further to adopt Resolution No. 2010-4-10(R):

Resolution No. 2010-4-11(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Atmos Energy Corporation, a Texas and Virginia corporation; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “5”)

Director of Finance Tacke advised that Atmos Energy Corporation would occupy no less than 48,000 square feet of commercial space and retain, transfer or create up to 78 full-time jobs by December 31, 2010 with up to an additional 11 full time jobs by December 31, 2012. She advised that the terms of the agreement are for ten years in an amount of up to \$80,100.

Upon a motion made by Mayor Pro Tem LaRosiliere and seconded by Council Member Smith, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Atmos Energy Corporation; and further to adopt Resolution No. 2010-4-11(R).

There being no further discussion, Mayor Dyer adjourned the meeting at 7:29 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	4/26/10
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Bid No. 2010-84-B for Plano Aquatic Center - Bridge Replacement to Wall Enterprises in the amount of \$124,295 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	234,000	0	234,000
Encumbered/Expended Amount	0	-23,900	0	-23,900
This Item	0	-124,295	0	-124,295
BALANCE	0	85,805	0	85,805

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the 2009-10 Park Improvement CIP. This item, in the amount of \$124,295, will leave a current year balance of \$85,805 for the Aquatic Center Renovations project.

STRATEGIC PLAN GOAL: Aquatic center renovations relate to the City's Goal of Great Neighborhoods -1st Choice to Live.

SUMMARY OF ITEM

Staff recommends that the bid received from Wall Enterprises in the amount of \$124,295 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The base bid is for the demolition of an existing pedestrian bridge and replacement with a new steel and concrete bridge. The work also includes replacement of existing retaining walls with reinforced concrete retaining walls.

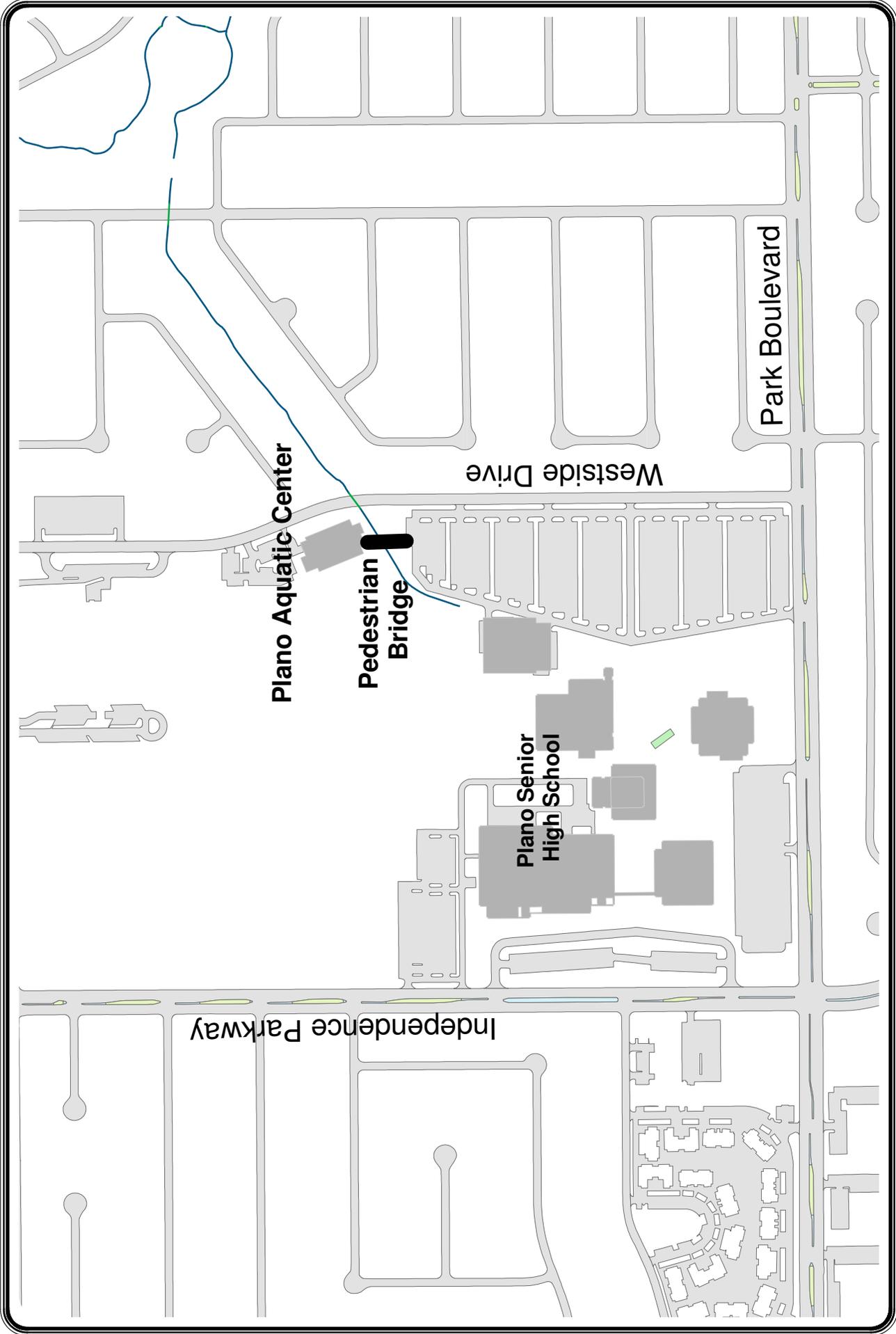
Wall Enterprises has successfully completed several park projects for the City. The bid of \$124,295 is below the consultant's estimate of \$150,000.

In the event the low bidder cannot execute contract documents, staff recommends that the project be awarded to the second lowest bidder, Jim Bowman Construction Co., LP for \$127,860. Jim Bowman Construction Co., LP has also successfully completed many projects for the City.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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



Plano Aquatic Center - Pedestrian Bridge Replacement - Proj. 6015



CITY OF PLANO
***CORRECTED BID TABULATION**
2010-84-B

PLANO AQUATIC CENTER – PEDESTRIAN BRIDGE REPLACEMENT– PROJECT NO. 6015
MARCH 26, 2010 @ 3:00 P.M.

BIDDER:	BID BOND	ADDEND. 1-4 ACK.	TOTAL BASE BID	ALT NO. 1 TOTAL BID
Wall Enterprises	Yes	Yes	\$124,295.00	\$124,295.00
Jim Bowman Construction Co., LP	Yes	Yes	\$127,860.00	\$127,860.00
Jeske Construction Co.	Yes	Yes	\$128,914.50	\$128,914.50
JDC Construction Co.	Yes	Yes	*\$ 140,500.00	\$140,500.00
MK Landscape, Inc.	Yes	Yes	\$142,000.00	*\$142,000.00
Landconstructors, Inc.	Yes	Yes	*\$145,101.90	*\$145,655.50
Bellew Construction	Yes	Yes	*\$148,980.00	*\$148,980.00
Accord Construction, Inc.	Yes	Yes	\$152,059.90	\$152,059.90
Rebcon, Inc.	Yes	Yes	*\$168,400.00	*\$168,400.00
DCI Contracting, Inc.	Yes	1-3 Ack.	\$203,100.00	\$203,100.00
North Texas Bridge Co., Inc.	Yes	Yes	\$276,100.00	\$276,100.00

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

Bev Rogers

Bev Rogers, Buyer

March 29, 2010

Date

“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
CITY OF PLANO TEXAS



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/26/10		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Glenna Hayes x 7539				
CAPTION				
Bid No. 2010-65-B for Self Contained Breathing Air Compressor equipment and installation for the Fire Department to August Industries Inc. in the amount of \$52,600, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-2010	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	52,000	0	52,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-52,600	0	-52,600
BALANCE	0	- 600	0	- 600
FUND(S): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: This item approves the replacement purchase of a compressor for the SCBA Equipment used by the Fire Department. Funds needed for this purchase are available within the unreserved ERF operating balance for the early replacement of this item. The additional funds of (\$600) needed for the Self Contained Breathing Air Compressor will be funded through savings in the Equipment Replacement Fund.</p>				
<p>STRATEGIC PLAN GOAL: Replacing SCBA equipment for the Fire Department relates to the City's goal of "Financially Strong City with Service Excellence" and "Safe, Large City".</p>				
SUMMARY OF ITEM				
<p>Staff recommends the award of Bid No. 2010-65-B for the purchase of a Bauer UNIII/19H-E3 Unicus III Self Contained Breathing Air compressor in the amount of \$51,150.00 and Optional Accessory B (remote output and service line) in the amount of \$1,450.00, and equipment installation for a total of \$52,600.00 from August Industries Inc as the lowest responsive responsible bidder, and conditioned upon timely execution of any necessary contract documents. (Bid No. 2010-65-B)</p>				
List of Supporting Documents: Recommendation Memo; Bid Recap			Other Departments, Boards, Commissions or Agencies	



MEMORANDUM

Date: March 24, 2010
To: Glenna Hayes
From: Reid Choate, Fleet Manager
Subject: SCBA Compressor Replacement OR # 909136

It is the recommendation of Fleet Services to purchase Line Item 1, quantity of one Bauer Model UNIII/19H-E3 Self Contained Breathing Air compressor in the amount of \$51,150.00 and Line Item 3, quantity of one Remote Output and Service in the amount of \$1450.00 from August Industries Inc., the lowest responsive, responsible bidder meeting specifications on bid number 2010-65-B, in the amount of \$52,600.00.

This purchase is for the replacement of unit number 15324 in Cost Center 552/Fire.

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

CITY OF PLANO

BID NO. 2010-65-B SCBA BREATHING AIR COMPRESSOR, ACCESSORIES AND INSTALLATION

BID RECAP

Bid opening Date/Time: March 5, 2010 @ 3:00 pm

Number of Vendors Notified: 497

Vendors Submitting "No Bids": 2

Number of Bids Submitted: 1

August Industries Inc.

Recommended Vendor:

August Industries Inc. \$52,600.00

Glenna Hayes

Glenna Hayes
Buyer Supervisor C.P.M.

March 5, 2010

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/26/10		
Department:		Purchasing/Fleet		
Department Head		Mike Ryan/Reid Choate		
Agenda Coordinator (include phone #): Earl Whitaker x7407				
CAPTION				
Bid No. 2010-91-B for the purchase of three (3) 1/2 ton extended cab pick up trucks for Fleet Services to be utilized by Athletic Field Maintenance, Utility Maintenance Administration, and Backflow Operations to Five Star Ford of Plano in the amount of \$55,005.00 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	81,000	0	81,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-55,005	0	-55,005
BALANCE	0	25,995	0	25,995
FUND(s): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are included in the FY 2009-10 adopted budget to purchase three (3) Ford 1/2 Ton Extended Cab Pick-Up Trucks, per BidSync Bid #2010-91-B. Remaining balance will be used for other equipment purchases.				
STRATEGIC PLAN GOAL: Providing Equipment Trucks for Fleet Services relates to the City's Goal of a "Financially Strong City with Service Excellence."				
SUMMARY OF ITEM				
Staff recommends the purchase of three (3) 1/2 ton extended cab pick up trucks for Fleet Services to be utilized by Athletic Field Maintenance, Utility Maintenance Administration, and Backflow Operations from Five Star Ford of Plano in the amount of \$55,005.00, as the lowest responsive, responsible bid (2010-91-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid ReCap			NA	

Memorandum

To: Earl Whitaker
Buyer
Purchasing Division

From: David Garza
Fleet Superintendent

Date: 4/7/2010

Re: Award Recommendation Memo OR 908971

AWARD RECOMMENDATION

Based on the bid evaluation packet received for bid 2010-91-B – (3) 1/2 ton Extended cab P/U, Fleet Services Division recommends the bid to be awarded to Five Star Ford of Plano as the lowest responsive, responsible bidder in the amount of \$55,005.00.

ITEM DETAILS

This recommendation is for the purchase of three (3) 1/2 ton extended cab P/Us model X1C in departments 637, 761, 769 with the following options, attachments, and/or accessories:

There was a minor informality taken as an exception that was waived by the department; item I.A.15. - interior dome lights do not include map lights.

David A Garza
Fleet Services Superintendent

CITY OF PLANO
BID NO. 2010-91-B
(3) ½ Ton Extended Cab P/U

BID RECAP

Bid opening Date/Time: March 23, 2010 @ 3:30 pm

Number of Vendors Notified: 362

Vendors Submitting “No Bids”: 1

Number of Bids Submitted: 5

Five Star Ford of Plano	\$55,005.00
Wichita Falls Ford Lincoln Mercury	\$56,732.55
Grand Prairie Ford	\$59,073.00
Baby Jack II Automotive LTD	\$65,862.00
Reliable Chevrolet	\$70,560.00

Bids Evaluated Non-Responsive to Specification: (0)

Recommended Vendor:

Five Star Ford of Plano	\$55,005.00
-------------------------	-------------

Earl S. Whitaker

Earl S. Whitaker
Buyer

April 7, 2010

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/26/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Bev Rogers (972) 941-7376				
CAPTION				
Bid No. 2010-87-C for a one (1) year contract with three (3) optional one year renewals for the purchase of Public Building Landscape Maintenance for the Parks and Recreation department at Coyote Creek Park, Davis Library, Fire Station 4, Fire Station 6, Fire Station 9, Fire Station 10, Haggard Library, Harrington Park, Liberty Park, Parr Library, Plano Aquatic Center, & Prairie Meadow Park; to Somerset Landscape Maintenance in the amount of \$55,462.00 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 09/10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	55,462	0	55,462
Encumbered/Expended Amount	0	0	0	0
This Item	0	-55,462	0	-55,462
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Funding for this contract is available through the conversion of personnel funding from a vacant position in Ground Maintenance Services District #3 to contractual service dollars. STRATEGIC PLAN GOAL: Maintenance and renovation of public building grounds relates to the City's Goal of "Great Neighborhoods - 1st Choice to Live"				
SUMMARY OF ITEM				
The Parks and Recreation staff recommends the purchase of public building landscape maintenance from Somerset Landscape Maintenance in the estimated annual amount of \$55,462.00.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum Bid Recap				

MEMORANDUM

TO: BEV ROGERS, BUYER
FROM: JEFF SCHWARTZ, PARK SUPERINTENDENT
DATE: 4/15/2010
RE: **AWARD RECOMMENDATION 2010-87-C PUBLIC BUILDING LANDSCAPE MAINTENANCE**

It is the recommendation of Parks and Recreation Department to award **Bid 2010-87-C PUBLIC BUILDING LANDSCAPE MAINTENANCE** to **Somerset Landscape Maintenance**. After reviewing the vendor submittals and consulting with work history references, Somerset Landscape Maintenance appears capable of meeting the requirements of the aforementioned maintenance contract. As stated in the bid documentation, this contract is to be awarded to the lowest responsive, responsible bidder.

As shown in the bid re-cap, Somerset Landscape Maintenance is the lowest responsive, responsible bidder for this contract, which includes 38 annual mowing cycles and 12 annual shrub trim cycles, which is the standard number of cycles used annually for public building maintenance. Parks believes that awarding this Bid to the lowest responsive, responsible bidder is in the best interest of the City.

Total annual amount awarded for Bid 2010-87-C is \$55,462.00. This amount is approximately \$24,500 under the budgeted amount for this contract.

Please review and begin the necessary steps for award of this contract.

Attachments:
Vendor Bid Recap

CITY OF PLANO

BID NO. 2010-87-C PUBLIC BUILDING LANDSCAPE MAINTENANCE BID RECAP

Bid opening Date/Time: March 31, 2010 @ 3:00PM

Number of Vendors Notified: 1,424

Vendors Submitting "No Bids": 1

Vendors Submitting "Partial Bids": 1

Number of Bids Submitted: 14

BIDDER:

SOMERSET LANDSCAPE MAINTENANCE
TRUGREEN LANDCARE, LLC
LMI LANDSCAPES, INC.
VMC LANDSCAPE SERVICES
WEISZ SELECTION, INC.
GREENER PASTURES LANDSCAPE, INC.
DYNA-MIST CONSTRUCTION
ACCENT LANDSCAPE MANAGEMENT
JORDAN MAINTENANCE SERVICES, INC.
BUSHWHACKERS LANDSCAPING, LLC
GRANT LEIGHTON ASSOCIATES OF TEXAS, INC.
THE TETER GROUP, INC.
TEXAS TREE & TURF CO.
LLANO RIVER FENCE COMPANY (PARTIAL BID)

Vendors Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

SOMERSET LANDSCAPE MAINTENANCE

Bev Rogers

March 31, 2010

Bev Rogers, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		4/26/10			
Department:		Purchasing/ICAD			
Department Head		Mike Ryan/Bob Smeby			
Agenda Coordinator (include phone #): Earl Whitaker x 7407					
CAPTION					
Bid No. 2010-29-C for a one (1) year contract to purchase oil and lubrication products for Warehouse Operations to Douglass Distributing, Sun Coast Resources, Inc., Southwest Distributing Co., & Universal Lubricants, LLC in an estimated amount of \$98,554.00 and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2009-10, 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	1,975,176	50,000	2,025,176
Encumbered/Expended Amount		0	-723,039	0	-723,039
This Item		0	-48,554	-50,000	-98,554
BALANCE		0	1,203,583	0	1,203,583
FUND(S): WAREHOUSE					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Inventory Stock department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2009-10 is \$48,554. The estimated future annual amount is \$50,000, which will be made within approved budget appropriations. Remaining balance will be used for other Inventory purchases.</p> <p>STRATEGIC PLAN GOAL: The contracted purchase of Oil and Lubricating Products to support Fleet Services Department relate to the City's goal of a "Financially Strong City with Service Excellence".</p>					
SUMMARY OF ITEM					
Staff recommends approval of a one (1) year contract to purchase oil and lubrication products for Warehouse Operations with Douglass Distributing in the estimated amount of \$18,828.00 (Items: (3), (4), (5), (6), (7), (8), (11), (12), (13), (14), (15), & (25)) and Sun Coast Resources, Inc. in the estimated amount of \$21,249.00 (Items: (1), (16), (17), (18), (19), & (20)) and Southwest Distributing Co. in the estimated amount of \$12,727.00 (Items: (10), (21), (22), & (23)) and Universal Lubricants, LLC in the estimated amount of \$45,750.00 (Items: (2), (9), & (24)) for a total estimated amount of \$98,554.00					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Award Memo, Bid Recap					



MEMORANDUM

DATE: March 11, 2010
TO: Earl Whitaker, Purchasing Buyer
FROM: Bob Smeby, Inventory Control/Asset Disposal Supervisor

SUBJECT: It is the recommendation from ICAD to award the contract to four suppliers, Douglass Distributing, Sun Coast Resources Inc., Southwest Distributing Co., and Universal Lubricants, LLC for Bid #2010-29-C in the amount of \$98,554.00.

Award Breakdown:

Douglass Distributing
Item 3,4,5,6,7,8,11,12,13,14,15,25
\$18,828.00

Sun Coast Resources Inc.
Item 1,16,17,18,19,20
\$21,249.00

Southwest Distributing Co.
Item 10,21,22,23
\$12,727.00

Universal Lubricants, LLC
Item 2,9,24
\$45,750.00

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

Explanation:

Awarding this to four vendors versus the seven with low bids will reduce contract administration costs and will allow for better coordination of product delivery.

Bob Smeby
Inventory Control/Asset Disposal
Supervisor

CITY OF PLANO

BID NO. 2010-29-C Oil & Lubrication Products

BID RECAP

Bid opening Date/Time: February 23, 2010 @ 3:00 pm

Number of Vendors Notified: 517

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 10

Douglass Distributing

Sun Coast Resources Inc.

Southwest Distributing Co.

Felts Heavy Duty Oil

Graham Truck Centers

Jack Ray & Sons Oil Co.

Dial Lubricants, Inc.

H & B Industries, Inc.

Napa Auto Parts

Universal Lubricants, LLC

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendors:

Douglass Distributing

Items: 3,4,5,6,7,8,11,12,13,14,15,25 \$18,828.00

Sun Coast Resources Inc.

Items: 1,16,17,18,19,20 \$21,249.00

Southwest Distributing Co.

Items: 10,21,22,23 \$12,727.00

Universal Lubricants, LLC

Items: 2,9,24

\$45,750.00

Totals:

\$98,554.00

Earl S. Whitaker

Earl S. Whitaker
Buyer

April 6, 2010

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/26/10		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Glenna Hayes x 7539				
CAPTION				
Proposal No. 2009-76-B for EOC Audio Visual Project for the Department of Emergency Management and Homeland Security to Audio Fidelity Communications Corporation dba The Whitlock Group in the amount of \$404,969.45, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	472,500	0	472,500
Encumbered/Expended Amount	0	-11,350	0	-11,350
This Item	0	-404,969	0	-404,969
BALANCE	0	56,181	0	56,181
FUND(S): GENERAL FUND				
COMMENTS: Funding from the FY 2008-09 Budget was carried-forward to the FY 2009-10 Budget to purchase Audio Visual and Technical Service Equipment for the new Emergency Operations Center / Training Facility per Bid Sync Bid #2009-76-B. Remaining balance will be used for other Implements and Apparatus purchases. STRATEGIC PLAN GOAL: Providing Audio and Visual Equipment purchases relates to the City's goal of a "Financially Strong City with Service Excellence."				
SUMMARY OF ITEM				
Staff recommends the Competitive Sealed Proposal of Audio Fidelity Communications Corporation dba The Whitlock Group, in the amount of \$404,969.45 for the design, purchase, installation and maintenance of audio visual equipment for the Emergency Operations Center (EOC) be accepted as the best value, and conditioned upon timely execution of any necessary contract documents. (2009-76-B)				
List of Supporting Documents: Award Memo, CSP Recap			Other Departments, Boards, Commissions or Agencies	



DATE: April 15, 2010

TO: Glenna Hayes, Buyer Supervisor

CC: Diane Palmer, Purchasing Manager

FROM: S. Shane Stovall, Director

SUBJECT: Award Recommendation and Justification for 2009-76-B EOC AV

This memo is being written to describe the process and methodology used in the selection of the Whitlock Group as the AV provider and installer for the new City of Plano Emergency Operations Center (EOC) / Training Facility.

Description of Project

This project includes all design, purchase, and installation of new audio-visual equipment for the new Emergency Operations Center (EOC) / Training Facility. The specifications were developed by the Director of the City of Plano Department of Emergency Management under the technical advisory of a consultant who has experience in the development of EOCs and facilities with similar audio-visual needs and requirements.

On a day-to-day basis, the facility will serve as a city-wide training facility. During large scale emergencies and disasters, this facility will serve as the coordination point for agencies responding to and recovering from the event. The AV project is designed to take into account that the facility needs to be capable of operating on a 24 hours a day, 7 days a week basis. All equipment in the EOC must be capable of functioning for continuous, long term use during emergency and disaster situations. Ease of use of the equipment is essential in both environments in order to allow for flexibility and efficiency during use of the facility.

It has been established that the total budget provided for this project is not to exceed \$470,000. This figure was based on original estimates put forth by the consultant using market pricing based on an original set of estimated AV needs.

Request for Proposals (RFP) / Original Respondents

The RFP for this project was issued on March 20, 2009. A pre-bid meeting was held by the City of Plano Purchasing Division on April 3, 2009, where we had more than twenty (20) companies that were represented. Fifteen (15) of these respondents submitted proposals by the April 22, 2009 deadline. These included:

1. ABLe Communications
2. AVL-SPL
3. CCS Presentation Systems

4. Db Integrated Systems
5. Electra Link
6. ESP of Texas
7. Exhibit One
8. Ford Audio
9. Infinity
10. J&S Audio Visual
11. JAVS
12. Norris
13. Solutionz
14. Visionality
15. The Whitlock Group

Evaluation Team

The evaluation team for proposals associated with this project included end users for the project, to include City of Plano Emergency Management, City of Plano Fire Department, and City of Plano Facilities Management. This team was provided technical assistance from an independent AV consultant, and evaluations were facilitated by the City of Plano Purchasing Division.

Evaluation Criteria

The City of Plano Purchasing Division worked with the Director of Emergency Management to develop a set of evaluation criteria, including their scoring weights, for the Request for Proposals. The criteria established are as follows:

1. **Project Plan (25%) (as evidenced by the project plan)**
 - a. Understanding the Scope of Work
 - b. Qualifications of the Implementation Team
 - c. Technical approach to project (including but not limited to procurement, installation, adherence to schedule and costs)
2. **Client Performance History (20%) (as evidenced by CPH form)**
 - a. Experience with Emergency Operations Centers (EOCs)
 - b. Audio / visual equipment project experience (including but not limited to procurement, installation, adherence to schedule and costs)
 - c. Ability to meet project completion time requirements.
3. **Ongoing Support (15%) (as evidenced by on-going support worksheet)**
 - a. Support levels, fee structure, on-site response time and support, qualifications of support staff, and any additional resources available to the City.
4. **Price / Fee Structure (20%) (under separate cover)**
 - a. Price / fee structure as requested.

5. Training (10%)

- a. Training on usage of equipment and systems.

6. Other (15%)

- a. Location of company relative to the City of Plano
- b. Training on usage of equipment and systems
- c. Warranty

Evaluation Process

Phase I - Evaluation and Scoring

The evaluation team met with the Senior Buyer from the City of Plano Purchasing Division to “kickoff” the evaluation process. Each team member was provided a set of proposals for review. At this point, pricing for each proposal was withheld in order to ensure objectivity in the evaluation and scoring process. Team members were instructed to review all 15 proposals and score each section (as listed above in the “Evaluation Criteria”). The scoring chart that was provided is as follows:

Proposal Evaluation Scoring	
Score	Explanation
0	Non-responsive
1	Merely Responsive
2	Fair (Meets Some Needs)
3	Good (Meets ALL Needs)
4	Above Average (Meets ALL and EXCEEDS some needs)
5	Excellent (Innovatively EXCEEDS ALL Needs)

Evaluation team members then reviewed each proposal and provided a score for each of the sections of the proposal (listed in the Evaluation Criteria above). The scores were submitted to City of Plano Purchasing for compilation. Following the compilation of scores, a series of meetings were held with the Evaluation team members to discuss any major disparity in section scores. The following were the discussions held on each section:

Project Plan

After initial scoring, it was determined by evaluation team members that the team did not possess enough subject matter expertise to be able to do a technical review of all of the components and designs set forth in the project plan of each proposal. Team members could not determine whether certain designs were better than others, or if certain equipment was better than other equipment. Therefore, it was decided to bring in our AV consultant to provide technical reviews of the project plans for each proposal. Scoring for the Project Plan section of each proposal was developed based on input from the consultant.

Client Performance History / References

The City of Plano Department of Emergency Management and the Purchasing Division collaborated and developed a set of questions to ask each of the respondents to the RFP for this project. Department of Emergency Management staff called each reference for each vendor and asked the following questions:

1. Do you currently use (list vendor) _____ ?
2. Was an evaluation of various vendors carried out and why was this vendor chosen?
3. How long have you worked with this vendor?
4. What type of project did the vendor complete for you? EOC?
5. Did the vendor complete the project within the expected budget and timeframe?
Were there any “change orders “which increased the original price structure or scope of work?
6. What training has the vendor provided you?
7. Were there any bugs or problems encountered during or after installation of the AV equipment?
8. Have you used the vendor’s customer support? If so, how responsive was the vendor?
9. What are the limitations to the system / equipment that you had installed?
10. Are you considering an alternative vendor or product (s) at this time?

Scoring for this section was based on the reference responses to these questions.

Ongoing Support

In scoring this section, the evaluation team members did not have a good feel for what an acceptable industry standard was for ongoing support. After initial scoring, evaluation team members met and looked at the ongoing support packages offered by each respondent and determined an acceptable level of ongoing support that would meet the needs of the City of Plano. This included an annual support package which included:

- Minimum semi-annual preventative maintenance checks on all equipment,
- Firmware upgrades,
- Manufacturer qualified / certified personnel for maintenance and repair issues,
- 24/7 phone support for troubleshooting problems,
- Timely response for onsite repair and troubleshooting, and.
- Cost of on-site troubleshooting calls (if applicable).

Scoring for this section was updated based on these factors.

Training

The training section was scored by evaluation team members based on the following factors:

- Allocation and amount of hours devoted to each type of training (administrator and end user),
- Amount of personnel allowed per class, and
- Number of refresher courses offered to accommodate system updates, or additional personnel that require training on the system and equipment use.

Warranty

The warranty section of each proposal was scored by each team member based on the following factors:

- Warranty on parts and equipment,
- Warranty on labor, and
- Cost of repairs outside of warranty (most covered this in the on-going support section).

Phase II - Interviews and Evaluation

All scores from Phase I of the evaluation process were tabulated, and the evaluation team met to discuss the results. At this point, the Purchasing Division introduced points associated with their pricing (lowest price had highest points). This, combined with the weighted technical scores (per the process above), gave us a total point score for each vendor. The Purchasing Division made a recommendation that we move forth with all RFP respondents who scored an overall 3 (Good - Meets ALL Needs) or above. This narrowed the list of respondents to 6. This included:

1. ABLe Communications
2. CCS Presentation Systems
3. ESP of Texas
4. Ford A/V
5. JAVS
6. Whitlock Group

NOTE: *No actual prices had been shared with the evaluation team at this point – only points associated to the proposed prices.*

Once these 6 semi-finalists were identified, we began the process to set up interviews with the evaluation team, consultant, the Purchasing Division, and the vendors. The Department of Emergency Management and Purchasing Division compiled a set of interview questions. These questions were posed in order to clarify information or get answers to questions raised during the Phase I evaluation process.

Interviews

Interviews were set with each vendor. The questions posed to each vendor included the following:

1. What is your design capability to produce drawings showing the logical layout of the proposed system initially and also making revisions as you work with the City toward a final design?
2. What percentage of your business is installing, programming and servicing these types of systems?
3. What percentage of your total local staff is dedicated to these types of AV projects?
4. What is your company's philosophy on training as it related to the installation, programming, and support of these systems? Who will own the programming rights once the system is programmed?
5. Who will be ultimately responsible for the successful installation of this project?
6. Will the same personnel be on the project from the start to finish or is it phased?
7. Is the post-installation service performed by the same staff that installed the system?
8. Is the post-installation service performed by sub-contractors?
9. Can you provide a breakdown of all costs not covered by warranty?
10. What is your timeline for project completion?
11. What are the qualifications of the instructors who will be providing the training AND the support?
12. What are the costs associated with refresher courses if requested?
13. How is your on-going support program flexible enough to meet the needs of an Emergency Operations Center that operates 24/7?
14. What is your preventative maintenance program? Explain costs, frequency of maintenance, etc.

Once interviews were complete, the evaluation team compiled all of their answers. From this point, enough information had been gathered to determine who would be requested to submit Best and Final Offers to the City of Plano Purchasing Division.

Elimination From Consideration

The following is a justification for elimination of 3 of the 6 respondents that had been selected to go into Phase II Scoring. All companies are considered good companies. However, after reviews and evaluations that were completed in Phase I and Phase II, it was felt that the following companies did not meet the City of Plano's needs for this particular project:

1. ABLe Communications

The original proposal that was submitted by vendor (ABLe Communications) indicated that they would be sole provider of services (installation, maintenance, etc.). However, during the presentation given by ABLe Communications, they included another company in a “joint venture” (MGR) that would be doing everything but the cabling work. This other company in the joint venture was not disclosed in the original proposal. Nor were there any joint signatures in the proposal paperwork. This led to a few concerns:

- a. It was evident to the reviewers that ABLe Communications themselves, as was originally proposed, are not capable of completing the project on their own.
- b. If the “joint venture” fails or is dissolved, then there is strong concern that ABLe Communications (who is the 51% owner of the venture) will not be capable of providing satisfactory warranty or ongoing support to the City of Plano. This includes warranty and support work for all systems and equipment associated with this AV project.
- c. There is question as to whether ABLe Communications is an authorized installer for the system proposed. (MGR seems to be, but no certifications were provided in the proposal for ABLe Communications).
- d. This “joint venture” that was proposed (late in the process) does not have any experience in Emergency Operations Centers or like facilities. MGR has done AV work at Great Wolf Lodge, other resorts, and Detroit Ford Field – none of which are similar to our project. ABLe Communications has done an AV project that does not have any similarities to our project. They also did some work at Pizza Hut Park, in which the description indicates a majority of the work was cabling work (ABLe Communications is a known cabling company – further evidenced by their website).
- e. There is no indicated experience in the proposal (either the original or information supplied during the presentation) that there is any history of these two companies as a “joint venture.”

These are my concerns, and with other qualified vendors in the process, I feel that there is a lot of potential risk in considering them. The preceding were reasons that it was felt to move forth with a different vendor for this project.

2. ESP of Texas

In the interviews during Phase II, ESP of Texas explained that they have a five man team and no experience with Emergency Operations Centers or other facility that runs a 24/7 operation. Due to the lack of experience, and lack of depth, it was felt that there were more qualified and experienced AV vendors that could better fulfill the needs of the City of Plano for this project.

3. JAVS

Due to a miscalculation in scores, JAVS was inadvertently included in Phase II of the evaluation process. Once this was recognized, they were eliminated from consideration. Their original proposal did not meet all of the needs set forth in the RFP.

Phase III – Best and Final Offers

After Phase II interviews and evaluations, the list of AV vendors was narrowed down to three (3). This included:

1. CCS Presentation Systems
2. Ford AV
3. Whitlock Group

The Director of Emergency Management met with the Purchasing Division and provided written recommendation to proceed with seeking Best and Final Offers from the remaining companies. The following items were asked to be addressed in the Best and Final offer in order to ensure the most up to date information had been received from these companies:

- Pricing (Room by Room and Total Price)
- Project Plan and Timeline
- Warranty
- Training (for Administrators of system and end users)
- Service Plan (for years 1, 2, and 3) to include 24/7 Call Center Helpdesk, a four hour response time for emergency repairs, 24 hour response time for non-emergency repairs, and quarterly preventative maintenance visits.

Best and Final Offers were received by all three companies and reviewed by the Director of Emergency Management.

Phase IV – Selection of Possible Vendor for Award

The Director of Emergency Management reviewed the Best and Final Offers from the three remaining vendors, and has determined that all of the remaining vendors met and/or exceeded the needs set forth for this AV project. All three companies remaining companies are quality companies with experience in completing similar projects. It was felt that, at this point in the process, it was prudent to use cost as the factor in deciding a company to move forward with.

The following are the costs and explanations associated with each Best and Final Offer that was submitted (in alphabetical order):

1. CCS Presentation Systems (Total Proposed Cost = \$438,284.26)

- Service Plan costs for years 2 and 3 would total \$20,000 (not included in cost above)
- *Long term costs over 3 years would equal \$458,284.26*

2. Ford (Total Proposed Cost = \$443,459.00)

- Service Plan costs for year 2 and 3 would total \$12,100 (not included in cost above).

- Recommended critical spare equipment to have on hand (not included in price)
- *Long term costs over 3 years would equal \$455,459.00*

3. Whitlock Group (Total Proposed Cost = \$406,969.84)

- Priority Service Plan costs for years 1, 2, and 3 would total \$22,500 (not included in cost)
- Long term costs over three years would total \$436,574.39

Based on the above information, the Director of Emergency Management sent a recommendation to the Purchasing Division to enter into negotiations with the Whitlock Group based on price and quality derived from evaluation and scoring.

Negotiations

The negotiations process was facilitated by the Purchasing Division with Emergency Management staff and the Whitlock Group in attendance.

Equipment Substitutions

The Whitlock Group offered substitutions in their initial Best and Final Offer. After review with the technical consultant, it was determined that two equipment substitutions could be made and would not affect the quality or functionality of the project. These substitutions were factored into a revised Best and Final Offer which allowed the City of Plano to recognize another \$33,320 in cost avoidance for this project.

Service Plan

Service Plan costs were discussed. The Director of Emergency Management requested a cost for the Service Plan if all three years were to be purchased all at one time. Whitlock agreed to reduce the three year cost of the Service Plan by 10%. This dropped the three year cost of the Service Plan from \$22,500 to \$20,250. This reduction allows the City of Plano to recognize another \$2,250 in cost avoidance for this project.

Critical Spares

This was not included in the original cost of the proposal. In the Whitlock Group proposal, there is a list of critical spares provided. These spare parts allow for repairs to be made more expeditiously should there be a failure of a critical piece of the system. After discussion on the critical spare parts, it was decided to reduce the number of suggested critical part. This brought the cost of the recommended spare parts down from \$14,235 to \$4,228. This cost is added onto the cost of the price of the proposal and is included in the final contract price.

After final review, the City of Plano Purchasing Division and Department of Emergency Management worked with the Whitlock Group to make further adjustments that increased the cost avoidance for this project. The summary of the history for the proposed pricing of this project is as follows:

	Original Proposal	Best and Final (1/22)	Best and Final with substitutions(2/25)	Revised Best and Final (3/19)
Base Cost	\$440,809.34	\$406,969.84	\$381,618.93	\$373,521.46
Bond Estimate	\$7,662.69	\$7,104.55	\$6,724.28	\$6,969.99
BASE SUBTOTAL	\$448,472.03	\$414,074.39	\$388,343.21	\$380,491.45
Service Agreement (3 yr term)	\$22,500	\$22,500	\$20,250*	\$20,250*
Critical Spares	\$14,235	\$14,235	\$4228.00**	\$4228.00**
TOTAL	\$484,648.89	\$450,809.39	\$412,821.21	\$404,969.45
* Includes 10% discount on Service Agreement for 3 year term				
** Includes cost avoidance due to decrease in recommended critical spare items				

Executive Summary

The review process for the proposals associated with this project is felt to have been very thorough and comprehensive. Each section of every proposal was reviewed multiple times by the review team in order to ensure fair and complete reviews were carried out. After review and negotiations, it is felt that the Whitlock Group best fits the needs of the City of Plano for this project based on the following findings:

1. Cost

Of the three Best and Final Offers, provided to the City of Plano for this project, The Whitlock Group provided a viable solution at the lowest cost of \$404,969.45. This includes a Service Plan with a 3 year term, and critical spare parts that would expedite repair of the Audio-Visual System should there be an unexpected failure.

2. Experience and References

Based on review of references during the review processes, it appears evident that The Whitlock Group provides a quality service / product with good customer satisfaction per the references. It is also evident that they have experience in developing and completing similar projects that require 24/7 operation capabilities.

It is believed that, based on this information, that The Whitlock Group can provide the City of Plano a quality project at a reasonable cost. Therefore, it is recommended that the contract for this project be awarded to The Whitlock Group.

Feel free to contact me if you have any questions at (972) 941-5554.

CITY OF PLANO

BID NO. 2009-76-B CSP – EOC AUDIO VISUAL PROJECT

BID RECAP

Bid opening Date/Time: April 22, 2009 @ 3:00 pm

Number of Vendors Notified: 1888

Vendors Submitting “No Bids”: 90

Number of Bids Submitted: 16

Able Communications
AVI-SPL
CCS Presentation system
db Integrated Systems
Electra Link
ESP of Texas
Exhibit One Corporation
Ford Audio Video Systems Inc.
Infinity Sound
J&S Audio visual
JAVS
Norris Audio Video
Schoolhouse Audio Visual - no bid
Solutionz Inc.
The Whitlock Group
Visionality

Recommended Vendor:

The Whitlock Group

Glenna Hayes

Glenna Hayes C.P.M., A.P.P.
Buyer Supervisor

April 15, 2010

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/26/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Bev Rogers (972) 941-7376				
CAPTION				
To approve the purchase of Landscape Maintenance Services for the Parks and Recreation department in the amount of \$351,000.00 from Dyna-Mist Construction Company, Inc. through an existing contract with the Plano ISD RFP #2009-080, for the term of three (3) years with two (2) optional one (1) year renewals, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2009-10, 2010-11, & 2011-12	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		309,091	1,527,664	500,000
Encumbered/Expended Amount		-309,091	-606,621	0
This Item		0	-316,000	-351,000
BALANCE		0	605,043	149,000
FUND(S): GENERAL FUND, CAPITAL RESERVE AND CONVENTION & TOURISM FUND				
<p>COMMENTS: Funds are included in the 2009-10 Operating Budget and Capital Reserve Fund to provide services to maintain athletic fields and the landscaping and grounds of city facilities. This item, in the estimated amount of \$316,000 for 2009-10 and \$351,000 for 2010-11 and 2011-12, will leave a current year balance of \$605,043 for other items related to turf maintenance, landscaping and irrigation. The future year funds will be earmarked in the future year budgets but are subject to change based on funding availability and needs.</p> <p>STRATEGIC PLAN GOAL: Maintenance and renovation of public building grounds and athletic facilities relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
The Parks and Recreation staff recommends the purchase of landscape maintenance services through an existing interlocal agreement between the Plano ISD and Dyna-Mist Construction Company, Inc. in the estimated annual amount of \$351,000.00.				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	

MEMORANDUM

To: Bev Rogers, Purchasing Agent

From: Ed Voss, Athletic Superintendent

Date: March 23, 2010

RE: DYNA-MIST CONSTRUCTION AWARD RECOMMENDATION

Bev,

Please accept this memo as a recommendation by the Parks and Recreation Department of the City of Plano to enter into an agreement with Dyna-Mist Construction to provide contractual landscape services to the City through terms provided by RFP #2009-080 of the Plano Independent School District.

It is desired by the Parks and Recreation Department to utilize contractual resources provided by Dyna-Mist Construction and other qualified contractors as a value-driven means of augmenting the City's ongoing care of park land, athletic fields, building grounds, medians, and right-of-ways.

It is estimated that up to \$351,000 annually in services will be procured from Dyna-Mist Construction initially for mowing, trimming and fertilization of athletic-oriented park sites, and renovation projects at building grounds including the Municipal Center, Plano Centre, Police and Courts and Carpenter Recreation Center.

Future expenditures will be restricted to funding availability.

Please contact me by e-mail, or by calling me directly at 972-941-7257 if you have any questions.

Regards,

Ed Voss
Athletic Superintendent
Parks and Recreation Department
City of Plano



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	4/26/10
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

To approve a contract with Caye Cook DBA Caye Cook and Associates to provide Landscape Architectural Services in conjunction with the Frank Beverly Park Improvements in an amount not to exceed \$64,745 and authorizing the City Manager to execute any and all documents necessary to effectuate the contract.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	69,812	852,188	0	922,000
Encumbered/Expended Amount	-69,812	-53,699	0	-123,511
This Item	0	-64,745	0	-64,745
BALANCE	0	733,744	0	733,744

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the 2009-10 Park Improvement CIP. This item, in the amount of \$64,745, will leave a current year balance of \$733,744 for the Park Improvement project.

STRATEGIC PLAN GOAL: Landscape architectural services for parks relate to the City's Goal of Great Neighborhoods -1st Choice to Live.

SUMMARY OF ITEM

The attached Landscape Architectural Service Agreement with Caye Cook and Associates is for the preparation of construction drawings that include plans and specifications for expanding and improving Frank Beverly Park in accordance with a revised master plan completed in 2008 by Parks Planning staff, Caye Cook and Associates and residents of the Frank Beverly Park neighborhood.

The contract fee is \$64,745 and includes basic services, surveying and reimbursable expenses.

The total fee is 9.96% of the construction budget of \$650,000. This fee is consistent with other park and engineering projects of this size and scope.

Caye Cook and Associates is on the City's list of selected consultants for 2009-10.



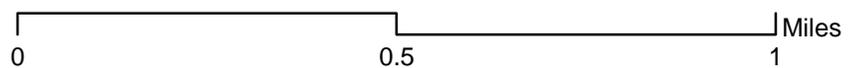
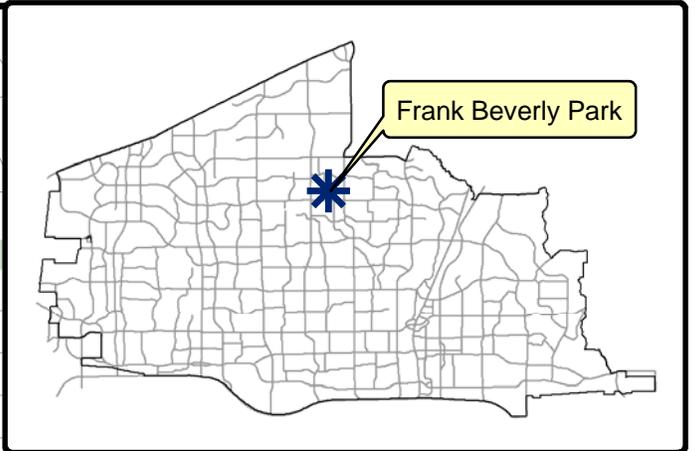
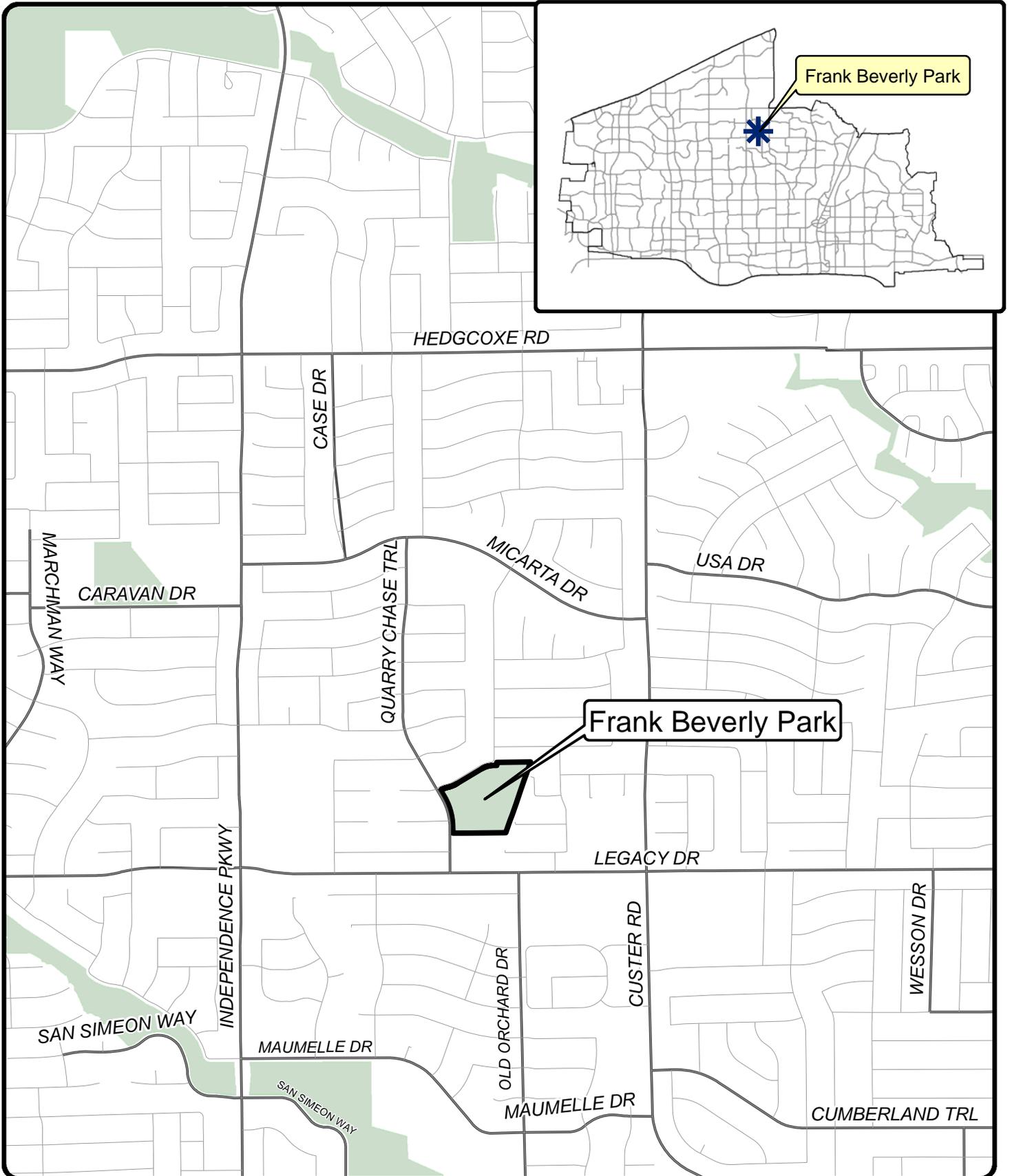
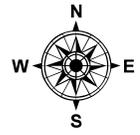
**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Location Map Landscape Architectural Agreement	Other Departments, Boards, Commissions or Agencies



Location Map

Frank Beverly Park Improvements



FRANK BEVERLY PARK IMPROVEMENTS

PROJECT NO. 6044

LANDSCAPE ARCHITECT SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **CAYE COOK d/b/a CAYE COOK AND ASSOCIATES**, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **FRANK BEVERLY PARK IMPROVEMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

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

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

The Architect agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The

Architect further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Caye Cook and Associates
12700 Hillcrest Road, Suite 149
Dallas, TX 75230
Attn: Caye Cook

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

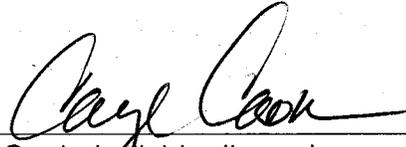
F. Effective Date:

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

SIGNED on the date indicated below.

**CAYE COOK d/b/a
CAYE COOK AND ASSOCIATES**

DATE: February 16, 2010

BY: 
Caye Cook, Individually and as
SOLE PROPRIETOR

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

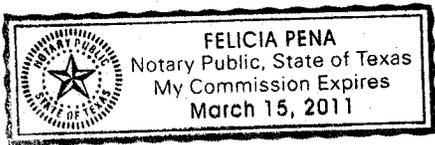
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 16th day of February, 2010, by **CAYE COOK d/b/a CAYE COOK AND ASSOCIATES**, a sole proprietorship, individually and on behalf of said company.



Felicia Peña
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **THOMAS H. MUEHLENBECK, City Manager** of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



Caye Cook & Associates
12700 Hillcrest Road
Suite 149
Dallas, TX 75230
P: 214.739.9105

Exhibit A Scope of Services

Proposal for Landscape Architecture for Frank Beverly Park

This proposal is for Landscape design and consulting services by Caye Cook & Associates (CCA) for the City of Plano (the Owner and/or the Client). CCA will provide civil engineering and other services through three subconsultants, Pacheco Koch Engineers (civil engineering and surveying), Texas Irrigation Design (irrigation design services) and Stephen Marks (TDLR/TAS consultant).

1.0 SCOPE

Caye Cook & Associates' area and scope shall consist of improvements at Frank Beverly Park as illustrated in the Master Plan prepared by CCA.

1.1 This proposal is based on the man-hour labor, material, with a construction budget of \$650,000.00 to include the following:

- Demolition of sidewalk, street curb for driveway and adjacent berm at Banner Elk
- One parking lot accessed from Banner Elk Circle (about 30 spaces)
- One parking lot accessed from Quarry Chase Trail (about 16 spaces)
- Relocation of softball field and backstop
- Preservation of existing softball field in northeast corner of lot
- Addition of two soccer practice fields
- About 1500 lineal feet of concrete walkway connected to existing (about 800 LF on south end of site will be considered as Add Alternate)
- Site furniture – new benches
- Grading and drainage to accommodate new parking lots and new fields and repair low area in northeast field
- Seeding of turfgrass for graded areas
- Irrigation to new, relocated and regraded fields
- New trees with irrigation bubblers (Add alternate to bid)

1.2 Phases of the work shall consist of Design Development, Construction Documents, Bidding, and Construction Administration

2.0 BASIC SERVICES



Caye Cook & Associates
12700 Hillcrest Road
Suite 149
Dallas, TX 75230
P: 214.739.9105

The Consultant services shall consist of the five phases described in Paragraph's 2.1. Through 2.5 as follows:

2.1 Surveying

Upon Notice to Proceed, the Consultant will commence with survey services.

- Boundary & Topographic Survey for the entire site

2.2 Design Development

Based on the approved Master Plan and Cost Estimate, the Consultant shall work in coordination with the Client to provide Design Development documents consisting of drawings, details, and other documents to fix and describe the size and character of the project. Anticipated drawings include:

- Cover Sheet per Park Department requirements
- Key Plan with notes
- Demolition and Tree Removal/Protection Sheet with notes
- Grading and erosion control plan (with SWPPP per City of Plano)
- Drainage Plan and details
- Preliminary and Final Site Plan
- Dimensional Control Plan for paving
- Retaining wall (maximum 30" height)
- Paving Plan and City standard details for parking and walkways
- Planting plan and details
- Irrigation plan and City standard technical specifications and details

2.2.1. Consultant shall submit Design Development Cost Estimate to the Owner.

2.2.2. Deliverables shall include ONE set of 24" x 36" (full size) bond prints of the design development plans and details.



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P: 214.739.9105

2.2 Construction Documents

Based on the approved Design Development Documents and Design Development Cost Estimate, Consultant shall prepare for approval by the Owner, Construction Documents that further develop the Design Development package.

- 2.3.1 Consultant shall prepare and submit cost estimates at 50% and 100% of construction phase.
- 2.3.2 Deliverables shall include five sets of full size review prints at 50% and 100% for Owner review. One set of technical specifications shall be submitted at 50% and 100% for Owner review.
- 2.3.3 Consultant shall submit a full-sized set of Owner approved 100% construction documents to the Texas Department of Licensing and Regulation or an Independent Contract Provider for *Texas Accessibility Standards* review. Based on this review, Consultant shall revise the construction documents accordingly.
- 2.3.4 Final deliverables for bid issue shall include one set of full size reproducible 3 mil mylar (24"x36"), one set of unbound specifications, and one electronic file of the construction documents in AutoCAD and PDF compatible format and specifications in Microsoft Word format.

2.4 Bidding

Consultant shall provide bidding services to include the following:

- Hand out plans and specifications to perspective bidders
- Attend pre-bid conference
- Prepare addenda items
- Answer questions during the bidding process
- Review bids, as requested

2.5 Construction Administration

During construction, Consultant shall perform the following construction administration services:

- 2.5.1 Attend pre-construction conference.
- 2.5.2 Review submittals.



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P: 214.739.9105

2.5.3 The consultant shall make:

- Site visits - CCA will assist City staff to observe contractor progress and plan compliance. The fee allows for 4 site visits as needed (including final punch lists) to observe contractor progress and plan compliance. City of Plano staff will be responsible for the following:
 1. Review tree protection and extent of demolition
 2. Review grading
 3. Review paving layout
 4. Review irrigation
 5. Review tree and planting layout
 6. Review site furniture location.

2.5.4 Prepare written report of findings and report any discrepancies or problems to the Owner for each site visit.

2.5.5 Provide preparation of responses to requests for information, architectural supplemental information.

2.5.6 Review and approve submittals and mock-ups.

2.5.7 The consultant shall coordinate an inspection of the completed project and pay related fees for Texas Accessibility Standards (TAS) review by the Texas Department of Licensing and Regulation or an independent contract provider.

2.5.8 Provide project record drawings.

3.0 Consultant Team –

Caye Cook & Associates – Prime consultant/ Landscape Architecture

WFDB 40616Y0410

Pacheco Koch Consulting Engineers, Inc., Hispanic Owned Firm – Surveying and Civil Engineering

NCTRCA HMDB38318Y0909 (30% percentage of participation)

Stephens Marks Architects – TAS review

HUB 133111694220 registered as American Indian (1% percentage of participation)

4.0 Schedule

Refer to Exhibit B.



Caye Cook & Associates
12700 Hillcrest Road
Suite 149
Dallas, TX 75230
P: 214.739.9105

5.0 Fee and Compensation

Refer to Exhibit C.

6.0 Limitations

Limitations to the work are as follows:

Flood plain delineation will not be provided since the site is well outside 100 year flood plain. Scope of work does not include obtaining fill permit or variance to fill in flood plain. This will be considered additional services to the contract.

Additional site visits to those enumerated above will be considered additional services.

Design and engineering services for water fountain are not included.

7.0 Additional services

Additional services to those enumerated must receive written authorization from the Client before being performed. The following hourly rates will be utilized for additional services:

- | | |
|--|----------|
| • Principal/Senior Landscape Architect | \$115.00 |
| • Project Landscape Architect | \$ 75.00 |
| • Irrigation Designer | \$ 75.00 |
| • Clerical | \$ 40.00 |

Caye Cook & Associates

Rebecca Caye Cook, RLA, ASLA

Sole Proprietor



Caye Cook & Associates
12700 Hillcrest Road
Suite 149
Dallas, TX 75230
P: 214.739.9105

Exhibit B Schedule

Proposal for Landscape Architecture for Frank Beverly Park

This proposal is for Landscape design and consulting services by Caye Cook & Associates (CCA) for the City of Plano (the Owner and/or the Client). CCA will provide civil engineering and other services through three subconsultants, Pacheco Koch Engineers (civil engineering and surveying), Texas Irrigation Design (irrigation design services) and Stephen Marks (TDLR/TAS consultant).

1.0 Schedule

Work shall be performed in accordance with the following schedule:

Surveying – 6 weeks after receipt of Notice to Proceed;
Schematic Design - 6 weeks after surveying completed
Design Development – 8 weeks after surveying completed
Construction Documents – 8 weeks after receipt of comments from City for Design Development
Bidding (TBD) – 2 months estimated
Construction Administration (TBD) – 4 months

Caye Cook & Associates

A handwritten signature in black ink that reads 'Rebecca Caye Cook' in a cursive script.

Rebecca Caye Cook, RLA, ASLA
Sole Proprietor



Caye Cook & Associates
12700 Hillcrest Road
Suite 149
Dallas, TX 75230
P: 214.739.9105

**Exhibit C
Compensation – Method of Payment**

**Proposal for
Landscape Architecture
for
Frank Beverly Park**

This proposal is for Landscape design and consulting services by Caye Cook & Associates (CCA) for the City of Plano (the Owner and/or the Client). CCA will provide civil engineering and other services through three subconsultants, Pacheco Koch Engineers (civil engineering and surveying), Texas Irrigation Design (irrigation design services) and Stephen Marks (TDLR/TAS consultant).

1.0 Fees

1.1 Basic Services

For the Basic Services outlined above, the Owner agrees to pay Consultant a fee of Sixty four thousand seven hundred forty-five dollars (\$64,745.00) to be billed monthly as a percentage of the work completed. The fee is broken down as follows:

• Surveying	\$ 9,000.00
• Schematic Design	\$ 8,000.00
• Design Development	\$ 12,000.00
• Construction Documents	\$ 26,945.00
• Bidding	\$ 2,300.00
• Construction Administration	\$ <u>6,500.00</u>
FEE FOR BASIC SERVICES	\$ 64,745.00

2.0 Reimbursable Expenses

Reimbursable Expenses – not to exceed \$6,425.00 (included in above fee)

Reimbursable Expenses shall include the following:

Direct mileage expenses of staff for meetings and site visits

Identifiable communication expense, such as long distance telephone, express charges and postage directly related to the project and courier services.



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Identifiable reproduction costs applicable to the work, such as blueprinting, plotting, photocopying, printing and binding, etc.

Reimbursable expenses shall not exceed the fee above without prior approval from the Owner.

4.0 Compensation – Method of Payment

Invoices shall be issued monthly for services performed and will be billed as the percentage of work completed. Payment is due within 10 business days of receipt of invoice. Payment shall be made by check payable to Caye Cook & Associates.

Caye Cook & Associates

Rebecca Caye Cook, RLA, ASLA
Sole Proprietor

EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

- 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.
- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

Landscape Architectural Services Agreement
Frank Beverly Park Improvements
Project No. 6044

Exhibit D - Page _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2010

PRODUCER (214) 526-5646 FAX: (214) 526-6926

Dexter & Company
3601 Cedar Springs Rd.

Dallas TX 75219

INSURED

Rebecca Caye Cook, DBA: Caye Cook & Associates
12700 Hillcrest Rd
Suite 149
Dallas TX 75230

*Rating "A"
Rating "NR-5"
Verified by
Ron Bludworth
4/6/2010*

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: CNA Surety Corporation
INSURER B: Texas Mutual Insurance
INSURER C:
INSURER D:
INSURER E:

NAIC #

0233
22945

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	B4014394501	5/3/2010	5/3/2011	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	B4014394501	5/3/2010	5/3/2011	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 EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	B4014394465	5/3/2010	5/3/2011	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000 \$ \$ \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	SBP0001166249	3/3/2010	3/3/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Prof Liability	LAH1138130	4/7/2010	4/7/2011	Aggregate 2,000,000 Occurrence 1,000,000 Deductible 15,000

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

Re: Project: Frank Beverly Park Improvements
City of Plano are Additional Insureds as required by written contract, but only with respect to liability arising out of operations of the Named Insured. Waiver of Subrogation in favor of Certificate Holder where required by written contract.

CERTIFICATE HOLDER

ronu@plano.gov
City of Plano
P.O. Box 860358
Plano, TX 75086-0358

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~BE REQUIRED TO~~ MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY REGISTERED MAIL TO THE ADDRESS SHOWN ON THE POLICY OR BY FIRST CLASS MAIL TO THE ADDRESS SHOWN ON THE POLICY.~~
 AUTHORIZED REPRESENTATIVE
 Bob Carter/TONYAR *J. Robert Carter, III*

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 "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

CAYE COOK & ASSOCIATES
Name of Architect

By: Caye Cook
Signature

CAYE COOK
Print Name

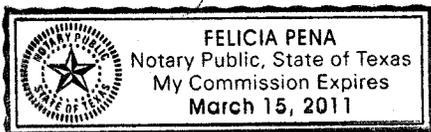
SOLE PROPRIETOR
Title

February 16, 2010
Date

STATE OF TEXAS §

COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 16th day of February, 2010.



Felicia Pena
Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	04/26/10
Department:	Public Works & Engineering
Department Head:	Alan L. Upchurch
Agenda Coordinator (include phone #): Irene Pegues (7198)	
Project No. 5932	

CAPTION

To approve an engineering contract by and between the City of Plano and Jerry Parche' Consulting Engineers in the amount of \$53,890 for Drainage Improvements – Ashington, Rosehill & Early Morn and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	395,000	500,000	895,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-53,890	0	-53,890
BALANCE	0	341,110	500,000	841,110

FUND(s): MUNICIPAL DRAINAGE CIP

COMMENTS: Funds are included in the 2009-10 Municipal Drainage CIP. This item, in the amount of \$53,890, will leave a current year balance of \$341,110 for the Miscellaneous Drainage Improvements project.

STRATEGIC PLAN GOAL: Drainage Improvements relate to the City's Goal of Safe Large City.

SUMMARY OF ITEM

This agreement with Jerry Parche' Consulting Engineers is for engineering design for Drainage Improvements - Ashington, Rosehill & Early Morn project to include the installation of drainage improvements at the following three (3) locations:

1. 3304 Ashington Lane
2. 2504 Rosehill Lane
3. 4613 Early Morn Drive

The contract fee is for \$53,890.00 and is detailed as follows:

BASIC SERVICES

Design Survey	\$ 4,050.00
Research and Preliminary Design	\$18,260.00
Final Design	\$16,360.00
Bid Phase	\$ 1,600.00
Construction Phase	\$ 2,500.00
TOTAL BASIC FEE	\$42,770.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

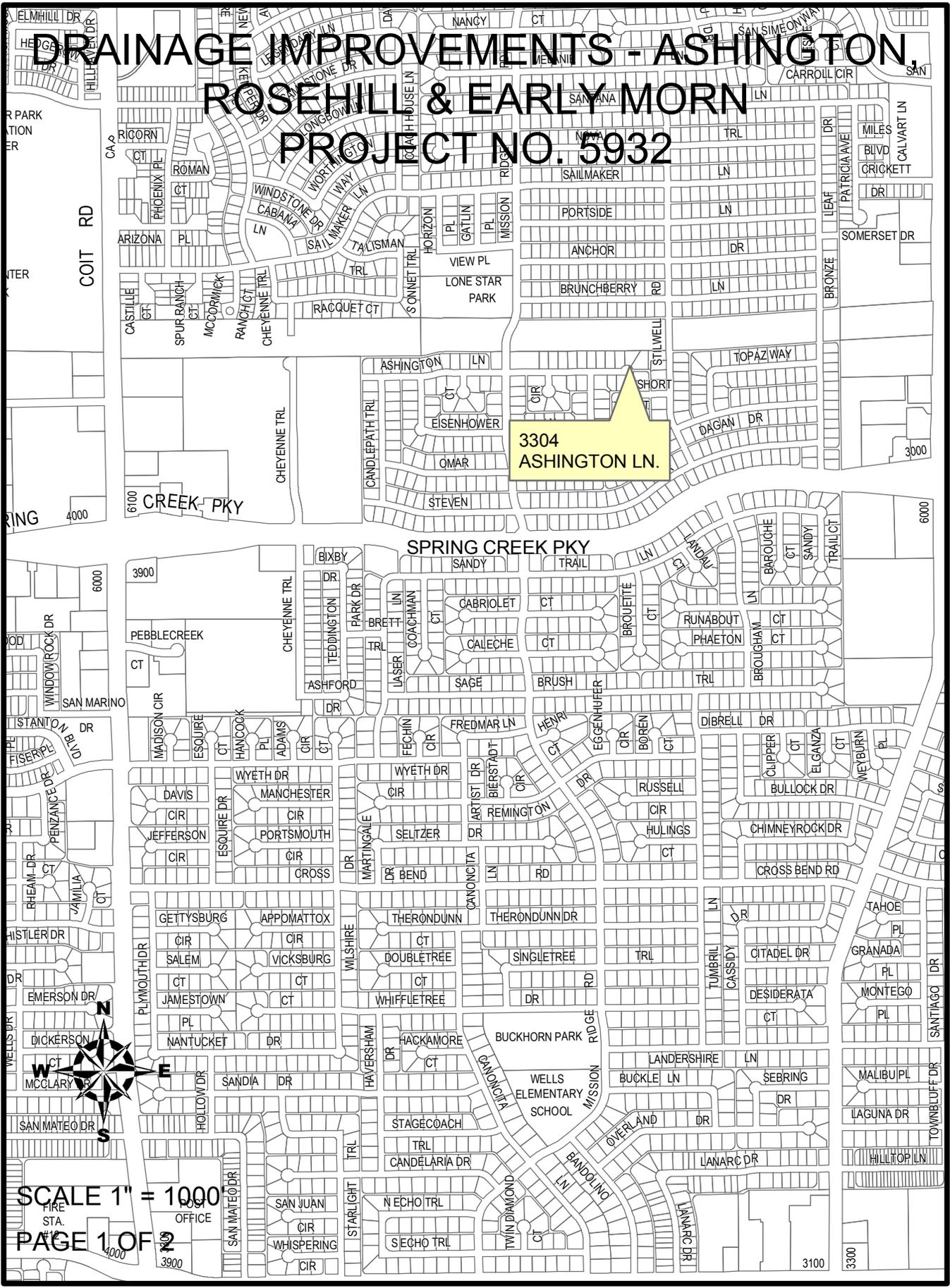
SPECIAL SERVICES	
Easement Preparation	\$ 3,600.00
Drainage Analysis	\$ 7,520.00
TOTAL SPECIAL SERVICES	\$11,120.00
<hr/>	
TOTAL FEE	\$53,890.00
Funding is available from the 2009-10 Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$422,000.	
List of Supporting Documents: Location Maps Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A

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

3304 ASHINGTON LN.

SPRING CREEK PKY

SCALE 1" = 1000'
PAGE 1 OF 2



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

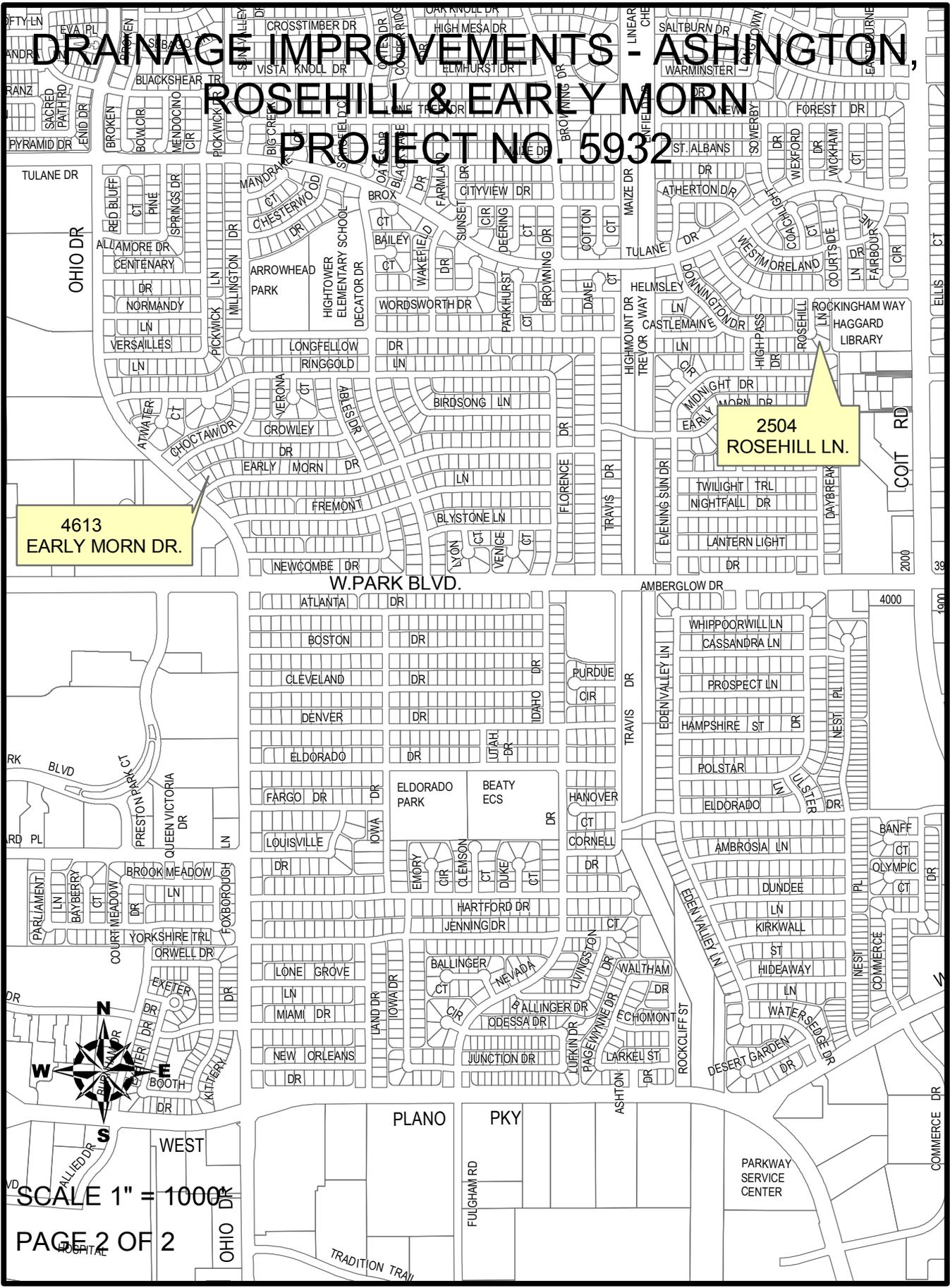
4613
EARLY MORN DR.

2504
ROSEHILL LN.



SCALE 1" = 1000'

PAGE 2 OF 2



DRAINAGE IMPROVEMENTS – ASHINGTON, ROSEHILL & EARLY MORN

PROJECT NO. 5932

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **JERRY PARCHE', d/b/a JERRY PARCHE' CONSULTING ENGINEERS, a SOLE PROPRIETORSHIP**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **DRAINAGE IMPROVEMENTS ASHINGTON, ROSEHILL & EARLY MORN** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Jerry Parche' Consulting Engineers
1301 South Bowen Road, Suite 300
Arlington, TX 76013
Attn: Jerry Parche'

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

CONTINUED ON NEXT PAGE

F. Effective Date:

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

SIGNED on the date indicated below.

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

DATE: 4/13/10

BY: 
**JERRY PARCHE', Individually and
as SOLE PROPRIETOR**

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

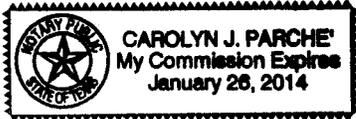
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 13th day of April, 2010, by **JERRY PARCHE', d/b/a JERRY PARCHE' CONSULTING ENGINEERS**, a sole proprietorship, individually and on behalf of said company.



Carolyn J. Parche
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **THOMAS H. MUEHLENBECK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

**EXHIBIT A
SCOPE OF SERVICES**

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

PROJECT DESCRIPTION:

Provide engineering design and plan preparation services for the installation of drainage improvements to alleviate the existing flooding conditions at the following three (3) locations in the City of Plano:

1. 3304 Ashington Lane
2. 2504 Rosehill Lane
3. 4613 Early Morn Drive

A. Design Standards

1. This project shall be designed in accordance with the following:

Geodetic Monumentation Manual

Manual for Right-of-Way Management

Storm Drainage Design Manual

Stream Bank Stabilization Manual

Erosion & Sediment Control Manual

Thorough Fare Standards Rules & Regulations

Manual for the Design of Water & Sanitary Sewer Lines

Standard Construction Details

Barrier Free Ramp Details

NCTCOG Standard Specifications for Public Works Construction

Special Provisions to Standard Specifications for Public Works Construction

Sample Plan Set

B. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, aerial topography information, GIS data, and other information available for the project areas.

2. Meet with the City of Plano project manager and conduct an on-site review and walk through of each area.

C. Design Survey –

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

D. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following full size sheets (22" x 34") at the engineering scale indicated:
 - Cover sheet.
 - General Notes and Quantity sheet.
 - Project Layout control sheet (scale 1"= 100')
 - All locations – Prepare a drainage area map (Scale 1"= 200'), drainage calculation sheets and a paving and storm drain improvements plan & profile sheet with hydraulic grade line.(Scale 1"= 20' Horizontal)
 - Construction phasing and temporary traffic control. (1"= 40')
 - Erosion control details sheet for the project. Erosion control plans for each site can be shown on the sheets noted above.
 - SWPPP sheets meeting TCEQ and City of Plano requirements.

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

2. Coordinate with all affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare a list of any special technical specifications needed for the project (if any).

4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit five (5) sets of preliminary plans, a list of special technical specifications (if any) and preliminary statement of probable construction cost to the City for review.
6. Meet with City of Plano staff to discuss City comments on preliminary plans, the specifications list and cost estimates.
7. Provide six (6) sets of half size (11" x 17") preliminary plans with a proposed schedule for bidding and start of construction to the City for distribution to the local utility companies to coordinate any relocations of their facilities.

E. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Prepare special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit five (5) sets of pre-final plans, and one set of special technical specifications (if any), draft bid schedule and final statement of probable construction cost to the City for review. Return previous comment set(s) with the submittal.
8. Incorporate City final comments into the plans, special technical specifications (if any), and bid schedule.
9. Submit three sets of black line plans, and an electronic (MS Word) version of any special technical specifications and bid schedule to the City for the project.
10. Provide six sets of half size (11" x 17") final plans with a proposed schedule for bidding and start of construction to the City for distribution to the local utility companies to coordinate any relocations of their facilities.

F. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Submit a CD-ROM disk of the bid set plans in a PDF format.
3. Furnish plans and specifications for bidding to interested contractors. Cost for these to be recouped by non-refundable deposit from the contractors. Maintain a list of plan holders including company name, contacts person, mailing address, phone, fax and email address.
4. Furnish plans and bid documents for up to five plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.

5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.

G. Construction Administration –

1. Assist City staff in a pre-construction meeting.
2. Furnish thirteen (13) sets of final construction plans and seven (7) set of the contract documents manual to the city for construction.
3. Prepare and process plan revisions associated with change orders.
4. Provide written responses to requests for information or clarifications.
5. Review submittals.
6. Conduct periodic site visits when requested by City staff estimated at one site visit per month, if requested during construction, with a written report.
7. Assist the City staff in conducting the final inspection and recommend final acceptance of work when acceptable.
8. Prepare as-constructed drawings based on Contractor mark-ups and submit one blackline set to the City, and one CD-ROM disk set containing scanned images of the 22" x 34" final as-constructed black-line drawings. The as-constructed drawings shall contain "as-constructed stamps" bearing the signature of the Engineer and the date. The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality. Each file shall be named in numeric order.

SPECIAL SERVICES:

A. Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver two (2) reviewed and approved originals to the City for each tract. Design fee is to be based on one parcel with a per parcel fee.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for drainage and utility easements on a per tract basis. Deliver two (2) reviewed and approved originals to the City for each tract. Design fee is to be based on two parcels with a per parcel fee.

**EXHIBIT B
COMPLETION SCHEDULE**

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

Activity	Completion Time (Calendar Days)
1. Notice to Proceed	0
2. Research and Data Collection / Site Visits	14
3. Design Survey	14
4. Preliminary Engineering/Schematics/Drainage Study/ROW and Easement Parcel Delineation (Preliminary)	21
5. City Review	30
6. Preliminary Design	30
7. City Review	30
8. Final Design (Pre-Final Submittal)/ROW and Easement Documents	21
9. City Review	30
10. Final Plans/Documents for Bidding	15
11. Advertise for Bids	30
12. Receive Bids	0
13. Recommendation	7
14. Prepare Council Agenda	21
15. Council Award	0
16. Prepare/Execute Contract	45
17. Schedule Preconstruction	14
18. Notice to Proceed	14
19. Construction	120

**EXHIBIT C
PAYMENT SCHEDULE**

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

WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
1. Design Surveys	\$ 4,050.00
2. Research and Preliminary Design Phase	18,260.00
3. Final Design Phase	16,360.00
4. Bid Phase	1,600.00
5. Construction Administration	2,500.00
Total Basic Fee	\$ 42,770.00
6. Special Services –	
a. Temp. Construction Esmt. Descriptions (2@ 900/ea.)	\$ 1,800.00
b. Permanent Easement Descriptions (2@ 900/ea.)	1,800.00
c. Drainage Analysis	7,520.00
Total Special Services	\$ 11,120.00
Total Fee	\$ 53,890.00

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

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.

ENGINEERING**City of Plano - Insurance Checklist**

("X" means the coverage is required.)

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

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

INSURANCE AGENT'S STATEMENT

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

26. The ^{AUTO}above policy(s) carry the following deductibles: comp 500/coll 500

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

27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE []

Al Clark
Signature

4/7/2010
Date

Al Clark
Insurance Agent (Print)

Jerry + Carolyn Parche DBA Jerry Parche Consulting Engineers
Name of Insured

4/7/2010
Date

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS REPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois,
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, or
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS, of Dallas, Texas
 has coverage in force for the following Named Insured as shown below:

Named Insured.	JERRY & CAROLYN PARCHE DBA JERRY PARCHE CONSULTING ENGINEERS
Address of Named Insured	1301 S BOWEN RD, STE 300 ARLINGTON, TX 76013

POLICY NUMBER	290 5551-E15-43			
EFFECTIVE DATE OF POLICY	11/15/2009 TO 5/15/2010			
DESCRIPTION OF VEHICLE	09 FORD/96 FORD/10 NISSAN			
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY	500,000			
a. Bodily Injury				
Each Person				
Each Accident	500,000			
b. Property Damage	500,000			
Each Accident				
c. Bodily injury & Property Damage Single Limit				
Each Accident				
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
a. Comprehensive	\$500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
	\$500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible
EMPLOYER'S NON-OWNERSHIP COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Al Clark

Signature of Authorized Representative

Commercial assistant

Title

43-7862

Agent 's Code Number

4/7/2010

Date

Name and Address of Certificate Holder

Name and Address of Agent

CITY OF PLANO ATTN: RISK MANAGEMENT PO BOX 860358 PLANO, TX 75086 PROJECT: DRAINAGE IMPROVEMENTS ASHINGTON, ROSE HIL & EARLY MORN PROJECT NO. 5932	AL CLARK STATE FARM 2452 W I-20 ARLINGTON, TX 76017
--	---

Check if a permanent Certificate of Insurance for liability coverage is needed:

Check if the Certificate Holder should be added as an Additional Insured:



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/26/2010		
Department:		Public Works Administration / David Falls		
Department Head		Alan Upchurch		
Agenda Coordinator (include phone #): Kim McFarland (X4109)				
CAPTION				
<i>To Hencie International, Inc., increasing the contract by \$54,629.50 for the 2008-2009 Residential Concrete Pavement Rehabilitation Project, Zone I 4, Project No. 5969, Change Order No. 2. Original Bid No. 2009-79-B.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,366,277	4,976,723	3,000,000	10,343,000
Encumbered/Expended Amount	-2,366,277	-1,300,923	0	-3,667,200
This Item	0	-54,630	0	-54,630
BALANCE	0	3,621,170	3,000,000	6,621,170
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: Funds are included in the 2009-10 Capital Reserve. This change order, in the amount of \$54,630, will leave a current year balance of \$3,621,170 for the Residential Street & Alley Replacement project.</p> <p>STRATEGIC PLAN GOAL: Street and alley pavement repairs relate to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>This change order is for additional concrete street/alley pavement repairs in the project area. The recent cold weather and snow caused additional concrete deterioration that needed to be repaired while the contractor is working in the area.</p> <p>Staff recommends approval of Change Order No. 2. The total Contract will be \$1,787,484.50, which is a 8.34% increase of the original contract amount of \$1,649,871.80.</p>				
List of Supporting Documents: Change Order No. 2			Other Departments, Boards, Commissions or Agencies	

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 12 working day(s) to this project:

Original Contract Time	<u>150 working days</u>
Amount (Including Previous Change Orders)	<u>150 working days</u>
Amount, Change Order No. 2	<u>12 working days</u>
Revised Contract Time	<u>162 working days</u>
Total Percent Increase Including Previous Change Orders	<u>8.00%</u>

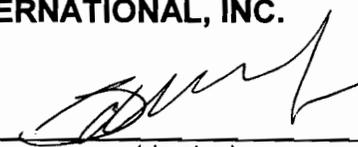
E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **HENCIE INTERNATIONAL, INC.**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated April 14th, 2009.

OWNER: CITY OF PLANO

CONTRACTOR: HENCIE INTERNATIONAL, INC.

By: _____
(signature)

By:  _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: Sabeel Fatehdin

Print
Title: City Manager

Print
Title: Vice President

Date: _____

Date: 3/30/10

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 30 day of March, 2010, by **SABEEL FATEHDIN, VICE PRESIDENT** of **HENCIE INTERNATIONAL, INC.**, a **TEXAS** corporation, on behalf of said corporation.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		04/26/2010			
Department:		Planning			
Department Head		P. Jarrell			
Agenda Coordinator (include phone #): Tammy Stuckey - Ext 7156					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, terminating the contract due to contract noncompliance by and between the Salvation Army and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; approving its execution by the City Manager or in his absence, a Deputy City Manager; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2009-10 thru 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
	Budget	0	509,050	0	509,050
	Encumbered/Expended Amount	0	-486,160	0	-486,160
	This Item	0	90,677	0	90,677
	BALANCE	0	113,567	0	113,567
FUND(s): AMERICAN RECOVERY & REINVESTMENT ACT GRANT					
<p>COMMENTS: This item, which has a companion agenda item, allows the City to terminate a Homelessness Prevention and Rapid Re-Housing contract with the Salvation Army in the amount of \$90,677. If this item is approved, it will unobligate the funds so that the funds can be reallocated to other allowable Homelessness Prevention and Rapid Re-Housing activities.</p> <p>STRATEGIC PLAN GOAL: Contract termination for noncompliance associated with the Homelessness Prevention and Rapid Re-Housing program relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
This item is the termination of the Homelessness and Rapid Re-Housing Contract with the Salvation Army. Due to contract noncompliance, staff recommends that this agency no longer receive funding to administer the HUD-funded Homelessness Prevention and Rapid Re-Housing Program. This agency is deemed high risk to receive federal funds based on their performance to date.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo including Attachment, Resolution					

MEMORANDUM

Date: April 15, 2010

To: Tom Muehlenbeck, City Manager
Frank Turner, Deputy City Manager

From: Christina Day, Community Services Manager

Subject: Homelessness Prevention and Rapid Re-Housing Program (HPRP) Contract Termination

In April 2009, the U.S. Department of Housing and Urban Development (HUD) granted the City of Plano \$509,050 in Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds through the American Recovery and Reinvestment Act of 2009.

On September 28, 2009, the City Council approved the terms and conditions of the HPRP Agreements with four agencies to provide financial assistance and housing stabilization services to Plano residents in the form of rent and utility assistance and legal assistance for those undergoing the eviction process. The approved agencies and funding amounts are listed below:

Agency Name	HPRP Funding
Interfaith Housing Coalition – Plano Office	\$264,608
The Salvation Army – Plano Office	\$90,677
The Samaritan Inn	\$64,568
Legal Aid of Northwest Texas – McKinney Office	\$48,743

Throughout the contract, the City has had challenges in both communication and accomplishments from the Salvation Army. Details of the program development are provided in a timeline, attached. Despite repeated efforts to communicate and move the program forward, City staff has determined that the Salvation Army HPRP program is noncompliant with the HPRP contractual agreement due to failure to report accurately and on time.

- Reporting Requirements

The City of Plano reports the status of the HPRP grant program weekly to the city's HUD Community Planning and Development (CPD) Representative and quarterly via federalreporting.gov and Esnaps, two federal reporting systems.

In order to meet HUD's strict reporting requirements, City of Plano gave hard deadlines for HPRP-funded agencies to submit HPRP intake forms. Through the first two grant quarters (October 2009-March 2010), the agency submitted only one report and no intake forms by the contractual deadline, and documents were typically more than a week late.

Due to the agency's consistent failure to report, City of Plano has not been able to accurately account the HPRP grant status to HUD.

- Inaccuracy of Information

The reports, data, and files kept by the agency are inaccurate and out of compliance with HUD regulations. On a recent monitoring visit, staff found seven of the eight program participant files reviewed were not qualified for HUD reimbursement. Data in the Homeless Management Information System does not accurately correspond with intake forms.

Additional to the contractual non-compliance, staff has had other significant concerns that influence our recommendation to terminate the contract. Those include:

- Lack of Communication

Due to the strict compliance requirements and close oversight of Recovery Act-funded programs, open and constructive dialogue between the City and the agency is critical to the success of the program. As noted in the attached timeline, staff has had consistent problems receiving responses from the agency.

- Failure to Meet the Intent of the Program

The HPRP program was expedited by Congress, HUD, and the City to meet an intense economic need. Per HUD, "Congress enacted the Recovery Act to help persons affected by the current economic crisis. The purpose of the HPRP program is to provide homelessness prevention assistance to households who would otherwise become homeless – many due to the economic crisis". With the considerable delay in enacting the Salvation Army's HPRP program and relative inactivity, residents of Plano are not provided thorough access to available funds. Persons may become homeless, who would not otherwise, due to program delays. To date, the City has reimbursed more than \$90,000 for rent and utility assistance through the program, but no funds to the Salvation Army. They record less than \$3,800 in assistance to date, but have yet to invoice the City for any expenditures.

For these reasons, resulting in an imprudent risk to the City and lack of assistance to Plano residents, it is staff's request that the HPRP contract with the Salvation Army be terminated.

Removing HPRP funding from this agency does not prohibit the agency from providing Plano residents with rent and utility assistance. The Salvation Army received \$37,258 in 2009-10 BCSG funds to assist Plano residents with rent and utility aid. The agency can move all eight of the clients assisted with HPRP funds to their BCSG program which, as of their first quarter report ending December 31, 2009, had not spent any funds.

Attachment: Salvation Army HPRP Program Outline of Events

CC: Phyllis Jarrell, Director of Planning
Anita Bell, Budget Analyst

Salvation Army HPRP Program Outline of Events

November 12, 2010;

The Agency signed the HPRP Funding Agreement.

December 3, 2010:

November monthly reports were due. The Agency submitted no reports.

December 15, 2009:

The Agency had not submitted monthly reports nor had any correspondence with the City regarding their program status, so City staff called the Agency. The Agency caseworker stated that the agency did not know how to qualify HPRP applicants in accordance with HUD's HPRP income guidelines, and that their HPRP program would begin in January 2010.

January 4, 2010:

City staff called the Salvation Army Dallas Regional office which oversees the Plano location, to inform them that City of Plano staff would be providing technical assistance to the Plano office as a result of the December 15, 2009 HPRP program status inquiry.

City staff provided technical assistance to the Salvation Army caseworker, as well as reviewed the City's monthly and weekly reporting requirements for the grant.

January 5, 2010:

December monthly reports were due. The Agency submitted no reports.

January 6, 2010:

Salvation Army Dallas Regional program compliance representatives informed City staff that the Plano HPRP program would likely begin in mid-April, and all HPRP correspondence should be sent to the Dallas representatives. City staff should not correspond with the Plano office regarding the Plano HPRP program status.

January 14, 2010:

The Salvation Army Plano caseworker called and asked City staff to check the HUD required Homelessness Management Information System (HMIS) to ensure that the Plano office's HPRP client was input correctly.

Consequently, City staff emailed the Salvation Army Dallas office and copied the Plano office requesting a meeting with both Salvation Army offices to clarify the status of the Plano HPRP program.

January 25, 2010:

Representatives of the Regional (Dallas) and Local (Plano) Salvation Army met with City staff. The Salvation Army Dallas representative stated that the Plano HPRP program would likely begin in mid-February with the hiring of an HPRP caseworker, and City staff would be mailed the proposed timeline for the Plano HPRP program as soon as it was available. It was agreed that the Plano Commander would serve as the single point of contact for the Plano office and would submit all reports. Also, the Dallas office should be copied on all correspondence sent to the Plano office. City staff stressed the urgency of need within the community, the intent of the program, and the City's expectation that the program should have started by now.

January 27, 2010:

The Plano Caseworker emailed City staff monthly HPRP reports showing that they had served one client during the month of January 2010.

January 28, 2010:

The Plano Commander emailed the HPRP client intake form dated January 13th to City staff. The intake form was due on January 19, 2010.

February 3, 2010:

January monthly reports were due. The Agency submitted the January report on January 27, 2010, as stated above.

March 3, 2010:

February monthly reports were due. The Agency submitted no reports.

March 5, 2010:

The Agency did not submit a timeline for the Plano HPRP program, so staff called the Plano Commander and left a voicemail message inquiring about the program.

March 9, 2010:

Staff sent a follow-up email to the Plano Commander to inquire about the HPRP program status.

March 10, 2010:

City staff contacted the Dallas Regional representative to inquire about the status of the Plano HPRP program. The Dallas representative stated that they were working with the Salvation Army Territorial and Divisional Headquarters to get the job description for an HPRP Caseworker approved so that an HPRP caseworker position can be posted for the Plano office. Also, the representative stated that City staff should contact the Dallas office regarding HPRP funding questions, only.

City staff emailed a response to the Dallas office and copied the Plano Commander informing the Agency that the City continued to have significant concerns and that they were noncompliant with their contract. The following concerns were specifically noted:

- The HPRP program was expedited by Congress, HUD, and the City to meet an intense need. With the considerable delay in enacting your program, residents of Plano are not provided thorough access to available funds. Persons may become homeless, who would not otherwise, due to program delays. The City believes that the Plano HPRP program could have reasonably been in operation within the first six months (1/3) of the contract period;
- The City required a job description be submitted as part of your proposal for HPRP funding. Specifically, a job description for "Homeless Prevention and Rapid Rehousing Program Caseworker" dated May 15, 2009 was provided; and
- The City has no program operation timeline for your agency, which was to be sent following the January 25th meeting. The contract, yet the contract timeframe is through March 31, 2011, leaving little more than one year to expend considerable funds.

March 12, 2010:

The City held a mandatory informational meeting for HPRP agencies, and a Salvation Army Plano Corps Officer attended. After the meeting, she submitted the Agency's monthly February 2010 monthly report (due March 3) and a copy of the intake form for the client served on January 13, 2010. Following the meeting, the Officer left a voicemail message for City staff stating that the Dallas Regional office gave them permission to start their HPRP program.

March 15, 2010:

Since City staff had not received a response to the March 10, 2010 email, they mailed and emailed a copy of a contract compliance letter to the Salvation Army Plano, copying the Dallas representatives. The letter stated the following:

"In accordance with Section VI(G) of the contractual agreement between the City of Plano and the Salvation Army Plano office. This is your notice pursuant to 24 CFR 85.43, that your agency has failed to materially comply with the terms established in your contract agreement as follows:

1. Your agency has not hired an HPRP caseworker nor started a Plano HPRP program as described in Exhibit A of the contract agreement; and
2. Your agency has failed to comply with Reporting Requirements set forth in Exhibit B of the contract agreement.

Please provide a written response to this letter and include a statement of your perceived contract compliance status to us within 30 days of the date on this letter."

March 24, 2010:

City staff emailed the Plano Corp Commander and copied the Dallas representatives informing the Agency that City staff would be conducting a monitoring visit on March 31, 2010 of the HPRP client file which the Agency submitted.

March 31, 2010:

City staff arrived at the Salvation Army Plano office and was unable to monitor the Agency because the Plano Commander was not there, as required.

April 1, 2010:

Salvation Army Plano Corp Commander emailed City staff a letter stating that he was unable to be available for the monitoring visit because he had to leave for a meeting. Also, The Area Commander in Dallas was still in the process of securing another HPRP caseworker, but the Plano office was given approval to begin using HPRP funds until a new HPRP caseworker was placed.

City staff responded to Plano Commander's letter thanking him for the correspondence and noted that communication problems continue to exist between City staff and the Agency. The letter ended by requesting that the Agency contact staff to re-schedule the monitoring visit.

April 5, 2010:

March monthly reports were due. The Agency submitted no reports.

April 8, 2010:

The Agency submitted two intake forms for clients assisted on March 16th. The due date for these two forms was March 23, 2010. The Agency submitted one intake form for a client assisted on March 23rd. The due date for the intake forms was March 30, 2010. The Agency submitted one intake form for a household assisted March 29th. The due date for the intake form was April 6, 2010.

April 13, 2010:

City staff monitored the Salvation Army Plano's HPRP program. Per the Plano Corp Commander, eight households were assisted, so City staff reviewed all eight files. Of the eight households that received assistance, only one household assisted met the HPRP eligibility guidelines established by HUD.

April 15, 2010:

Deadline for response to the non-compliance letter passed without correspondence from the Salvation Army. Community Services Manager spoke with the Plano Corp Commander and informed him of our intentions to cancel the contract.

A Resolution of the City Council of the City of Plano, Texas, terminating the contract due to contract noncompliance by and between the Salvation Army and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; approving its execution by the City Manager or in his absence, a Deputy City Manager; and providing an effective date.

WHEREAS, the City Council authorized the City Manager to execute a funding agreement with the Salvation Army for the expenditure of U.S. Department of Housing and Urban Development Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds on September 14, 2009;

WHEREAS, the City determined that the Salvation Army is noncompliant with the reporting rules and guidelines established in the HPRP funding agreement;

WHEREAS, the City notified the agency of the noncompliant determination, requested a written response including a timeline of actions to accomplish compliance, and received no response;

WHEREAS, the City has determined that the Salvation Army is not administering their HPRP program in the intent that HUD set forth for the program;

WHEREAS the City has determined that it is in the best interest of the citizens of Plano that the Homelessness Prevention and Rapid Re-Housing funding agreement with the Salvation Army be terminated.

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

SECTION I. - The Homelessness Prevention and Rapid Re-Housing contract with the Salvation Army be terminated.

SECTION II. - This resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS 26TH DAY OF APRIL, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		04/26/2010			
Department:		Planning			
Department Head		P. Jarrell			
Agenda Coordinator (include phone #): Tammy Stuckey – Ext. 7156					
CAPTION					
<p>A Resolution of the City Council of the City of Plano, Texas, modifying the contract by and between the Samaritan Inn and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; reallocating funds available within the Homelessness Prevention and Rapid Re-Housing Program subject to the previous agenda item; approving its execution by the City Manager or in his absence, a Deputy City Manager; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2009-10 THRU 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
	Budget	0	509,050	0	509,050
	Encumbered/Expended Amount	0	-395,483	0	-395,483
	This Item	0	-90,677	0	-90,677
	BALANCE	0	22,890	0	22,890
FUND(S): AMERICAN RECOVERY & REINVESTMENT ACT GRANT					
<p>COMMENTS: This item, which has a companion agenda item and is contingent on the approval of the termination of the Salvation Army contract, allows the City to modify the Homelessness Prevention and Rapid Re-Housing contract with the Samaritan Inn. If this item is approved, it will increase the contract with Samaritan Inn by \$90,677 to a total contract amount of \$155,245 for Homelessness Prevention and Rapid Re-Housing activities.</p> <p>STRATEGIC PLAN GOAL: Contracts associated with the Homelessness Prevention and Rapid Re-Housing Program relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
<p>This item is for a contract modification for the Homelessness Prevention and Rapid Re-Housing (HPRP) funding agreement with the Samaritan Inn. The agency has complied with the rules and regulations of the current contractual agreement and staff deems this agency as a low risk agency for the expenditure of federal funds. The modification would give this agency and additional \$90,677 in HPRP funds, bringing the total contract amount to \$155,245.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Contract Modification, Resolution					

MEMORANDUM

Date: April 15, 2010

To: Tom Muehlenbeck, City Manager
Frank Turner, Deputy City Manager

From: Christina Day, Community Services Manager

Subject: Homelessness Prevention and Rapid Re-Housing Program (HPRP) Contract Modification

In the previous agenda item, staff recommended that the HPRP contract for the Salvation Army be terminated. If the Council chooses to terminate the contract, the program will have unallocated funds in the amount of \$90,677.

Staff recommends reallocating the full amount of funding to the Samaritan Inn. The Samaritan Inn has been compliant in their reporting and accessible to City staff. The agency received the smallest amount of funding, due to a limited initial request, and has managed to expend their full contract amount of \$64,568 as of today. They are the first and only agency to have completed their HPRP expenditures.

Staff has consulted with the agency, and they are amenable to this modification, allowing them to continue assisting Plano residents through the HPRP program.

xc: Phyllis Jarrell, Director of Planning
Anita Bell, Budget Analyst

A Resolution of the City Council of the City of Plano, Texas, modifying the contract by and between the Samaritan Inn and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; reallocating funds available within the Homelessness Prevention and Rapid Re-Housing Program subject to the previous agenda item; approving its execution by the City Manager or in his absence, a Deputy City Manager; and providing an effective date.

WHEREAS, the City Council authorized the City Manager to execute a funding agreement with the Samaritan Inn for the expenditure of U.S. Department of Housing and Urban Development Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds on September 14, 2009;

WHEREAS, the City has found the Samaritan Inn compliant with the reporting rules and guidelines established in the HPRP funding agreement;

WHEREAS, the Samaritan Inn has expended funds in the full amount of their HPRP contract and is, therefore, no longer able to assist HPRP clients;

WHEREAS, the City has determined that the Samaritan Inn is administering their HPRP program in the intent that HUD set forth for the program and is both willing and able to continue their program should more funding be available; and

WHEREAS the City has determined that it is in the best interest of the citizens of Plano that the Homelessness Prevention and Rapid Re-Housing funding agreement with the Samaritan Inn be modified to allow more clients to be served.

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

SECTION I. - The Homelessness Prevention and Rapid Re-Housing contract with the Samaritan Inn has been modified in an amount not to exceed \$155,245 as shown in the attached Exhibit "A".

SECTION II. - This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS 26TH DAY OF APRIL, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS § First Modification of Funding Agreement
§ By and Between City of Plano and
§ Samaritan Inn
COUNTY OF COLLIN §

THIS FIRST MODIFICATION OF Contract (hereinafter "First Modification") is made and entered into on this the ____ day of _____, 20____, by and between **SAMARITAN INN** (hereinafter "Subrecipient"), Plano, Texas, and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Subrecipient entered into a Funding Agreement on October 12, 2009, (hereinafter "Agreement") for Homelessness Prevention and Rapid Re-Housing Grant monies; and

WHEREAS, City and Subrecipient desire to amend such Agreement in certain respects as set forth herein in this First Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Section IB Levels of Accomplishment is hereby modified to read in its entirety as follows:

"B. Levels of Accomplishment

The Subrecipient agrees to provide the following levels of program service:

<u>Activity</u>	<u>Total Households/Year</u>
-----------------	------------------------------

Provide Rental Assistance	57
Provide Utility Assistance	57
Provide Case Management	57
Create unduplicated jobs and retained for at least six months.	0

Outcome Measure

Seventy-five (75%) of the number of individuals and families who receive financial assistance through HPRP funding will maintain housing at least six months after receipt of the HPRP assistance."

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, the first paragraph in Section IV PAYMENT is hereby modified to read in its entirety as follows:

"It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed \$155,245.00. Drawdowns for the payment of eligible expenses shall be made against the line budgets specified in the modified Exhibit D attached hereto which shall modify and replace the Exhibit D in the original agreement. With the submission of original bills with proper documentation for the services as required by the City, the Subrecipient will be reimbursed within 30 days after the Subrecipient has received all proper documentation to the City."

IN WITNESS WHEREOF, the parties enter into this First Modification on the date first written above.

SAMARITAN INN

By: _____
Name: _____
Title: _____
Address: _____

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____ by _____, _____ of **SAMARITAN INN**, a non-profit 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 _____, 20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

City of Plano
Neighborhood Services Division
Homeless Prevention and Rapid Re-Housing Program

The Samaritan Inn

18 Month Cost Allocation

Three Year Cost Category	Total Program Cost				
	Requested from City		Other Sources		Total
	\$ Amount	%	\$ Amount	%	
Housing Relocation and Stabilization					
*Case Manager Salaries/Benefits # Positions Requested ()	\$ 10,868	100%	\$ -	0%	\$ 10,868
Legal Services	\$ -		\$ -		\$ -
Credit Repair	\$ -		\$ -		\$ -
Other (Mileage)			\$ -		\$ -
Admin Fee (2% of grant)			\$ -		
Subtotal	\$ 10,868	100%		0%	\$ 10,868
Financial Assistance					
Rent	\$ 125,748	100%	\$ -	0%	\$ 125,748
Security Deposits			\$ -		\$ -
Utility Payments	\$ 18,629	100%	\$ -	0%	\$ 18,629
Utility Deposits			\$ -		\$ -
Moving Costs			\$ -		\$ -
Subtotal	\$ 144,377	100%		0%	\$ 144,377
Grand Total	\$ 155,245	100%	\$ -	0%	\$ 155,245

(*) Attach schedule listing positions & staff individually and attach job descriptions that are included in the proposal budget.

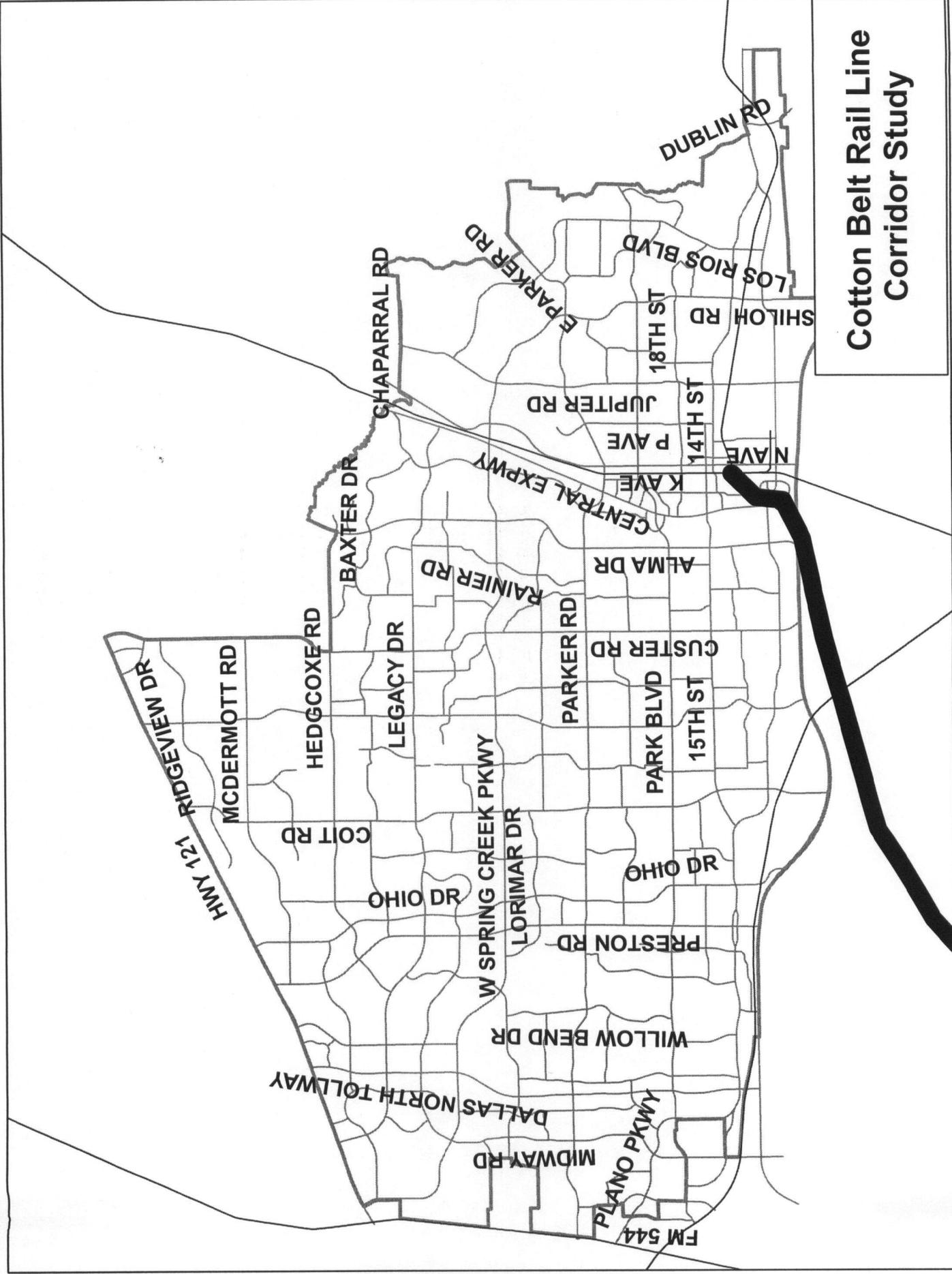
Issue Date: 5/11/09 (Revised 4/14/2010)



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/26/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #): Irene Pegues (7198)				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, supporting participation in the Cotton Belt Rail Line corridor study to further facilitate rail transit service; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no specific financial impact but does commit the City of Plano to making resources available to obtain or reserve the land for this station as deemed appropriate by City Council. Strategic Plan Goal: Participation in DART relates to the Cities Goals of Exciting Urban Centers – Destination for Residents and Guests and Partnering for Community Benefit.				
SUMMARY OF ITEM				
The attached Resolution indicates that the City Council supports participation in the Cotton Belt Rail Line corridor study in an effort to get transit service along that corridor. It also supports a new station at the junction of the Cotton Belt and DART's Red Line, referred to as the 12 th Street Station. The Resolution indicates that if the 12 th Street Station is selected, Plano would commit available resources to obtain and reserve land for the station.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

Cotton Belt Rail Line Corridor Study



A Resolution of the City Council of the City of Plano, Texas, supporting participation in the Cotton Belt Rail Line corridor study to further facilitate rail transit service; and providing an effective date.

WHEREAS, the City of Plano has been a member of DART since its formation in 1983, and

WHEREAS, transit service, especially rail transit service, substantially benefits regional mobility and environmental quality; and

WHEREAS, development of the Cotton Belt Rail Line corridor would connect Fort Worth, D/FW International Airport, Dallas, Richardson, Plano, eastern Collin County and beyond; and

WHEREAS, the North Central Texas Council of Governments has completed a study of the Cotton Belt Rail Line corridor that addresses preliminary engineering, design alternatives costs and construction; and

WHEREAS, the study committee endorses action to expedite the final design, funding and construction of the Cotton Belt Rail Line.

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

Section I. The City of Plano fully supports development of the Cotton Belt Rail Line corridor through its commitment as a member of DART.

Section II. A station can be developed at 12th Street and Avenue K to serve the Cotton Belt Rail Line and would be the only station location within the City of Plano easily accessible to Plano based trips.

Section III. The development of a new 12th Street Station will offer the greatest operational benefits to connect the Cotton Belt Rail Line and existing DART LRT Red Line.

Section IV. The proposed 12th Street Station would allow the Cotton Belt Rail Line to be easily extended to destinations east of the City of Plano.

Section V. The proposed 12th Street Station offers many advantages to stimulating economic reinvestment in the vicinity of historic downtown Plano.

Section VI. Subject to its selection and adoption, the City of Plano commits its available resources as City Council deems appropriate to obtain and reserve land necessary for the 12th Street Station's development.

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

DULY PASSED AND APPROVED this the 26th day of April, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory

Council Meeting Date:	4/26/10
Department:	Purchasing/ICAD
Department Head	Mike Ryan/Bob Smeby
Agenda Coordinator (include phone #): Earl Whitaker x7074	

CAPTION

Bid No. 2010-48-C for a one (1) year contract with three (3) City optional renewals for the purchase of large and small plastic meter box lids to Bass and Hays Foundry, Inc. in an estimated amount of \$114,120.00 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10, 2011-12, 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		1,000,000	360,000	1,360,000
Encumbered/Expended Amount	0	-590,726	0	-590,726
This Item	0	-114,120	-360,000	-474,120
BALANCE	0	295,154	0	295,154

FUND(S): WAREHOUSE FUNDS

COMMENTS: This item approves price quotes. Expenditures will be made in the Inventory Stock department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2009-10 is \$114,120. The estimated future annual amount is \$360,000, which will be made within approved budget appropriations. Remaining balance will be used for other Inventory purchases.

STRATEGIC PLAN GOAL: The contracted purchase of plastic meter box lids relates to the City's goal of a "Financially Strong City with Service Excellence."

SUMMARY OF ITEM

Staff recommends the approval of a one (1) year contract with three (3) City optional renewals for the purchase of large and small plastic meter box lids to be utilized by Utility Operations to Bass and Hays Foundry, Inc. in an estimated amount of \$114,120.00 (Bid No. 2010-48-C).

List of Supporting Documents: Award Memo, Bid Recap	Other Departments, Boards, Commissions or Agencies N/A
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MEMORANDUM

TO: Earl Whitaker - Purchasing

FROM: *A* Alan L. Upchurch, Director of Public Works & Engineering

SUBJECT: Award of Bid 2010-48-C Plastic Meter Box Lids

DATE: April 15, 2010

The Public Works/Engineering Department has completed our review and evaluation of the proposals and samples submitted by the vendors for Bid 2010-48-C, Plastic Meter Box Lids. Attached is a copy of the bid recap.

The low bidder for the small meter lids was DFW Plastics. They currently provide our meter lids which are based on a different design. DFW submitted a spec sheet which indicated that their product would have a 12-5/8 inch diameter outer dimension and a 10-3/4 inch inside diameter. The specs called for the dimensions to be 12-1/2 inches and 10-17/32 inches. The DFW spec did not meet our specification, and staff requested a sample of the proposed actual meter lid. The actual meter lid provided by DFW measured 12-1/4 inches and 10-1/4 inches. This lid, when placed on several meter boxes, did not provide a snug fit as it was smaller than specified. Staff's evaluation of the DFW Plastics specs and sample concluded that it did not meet the specifications provided for in the bid proposal or the specifications submitted by DFW. Therefore, staff considered the DFW proposal non-responsive. DFW's bid for the large meter lids was higher than the other bid so it was not evaluated.

Staff evaluated the specs and the samples provide by Bass and Hayes for both the large and small meter box lids. Although they were not the exact dimensions as specified, approximately 1/16 inch smaller, staff determined that they did meet the City's specifications. Therefore, staff recommends that the bid for both large and small meter lids be awarded to Bass and Hayes in the amount of \$114,120.00.

Since our original recommendation, DFW has indicated they will appeal the staff recommendation. They indicated they would provide Plano with a sample small meter lid that does meet our specifications. They have provided a letter indicating that the small meter lid they would be providing would be within 1/16 inch of what was specified. In reviewing the bids with Purchasing, Legal, Public Works/Engineering and Utility Billing, staff is of the opinion that the original submission by DFW Plastics did not meet the specifications, their bid is considered non-responsive, and we could not consider additional information or samples.

Is

Attachment

xc: Paige Mims, Asst. City Attorney III

CITY OF PLANO

BID NO. 2010-48-C Plastic Meter Box Lids

BID RECAP

Bid opening Date/Time: February 1, 2010 @ 3:00 pm

Number of Vendors Notified: 708

Vendors Submitting "No Bids": 1

Number of Bids Submitted: 3

DFW Plastics Inc.

Large Plastic Meter Box Lid =	\$ 28,800.00
Small Plastic Meter Box Lid =	<u>\$ 72,000.00 *</u>
Total	\$100,800.00

Bass & Hays Foundry, Inc.

Large Plastic Meter Box Lid =	\$ 22,800.00
Small Plastic Meter Box Lid =	<u>\$ 91,320.00</u>
Total Bid:	\$114,120.00

Ferguson Waterworks

Large Plastic Meter Box Lid =	\$ 31,554.00
Small Plastic Meter Box Lid =	<u>\$ 116,940.00</u>
Total Bid:	\$148,494.00

***Bids Evaluated Non-Responsive to Specification:** One (1), DFW Plastics Inc.
(Upon receipt of Small Plastic Meter Box Lid sample, item was determined to be non-responsive to specifications.)

Recommended Vendor:

Bass & Hays Foundry, Inc. \$ 114,120.00

Earl S. Whitaker

February 11, 2010

Earl S. Whitaker
Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/26/10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and VuComp, Inc., a Delaware corporation; authorizing its execution by the City Manager or his designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	12,578,710	0	12,578,710
Encumbered/Expended Amount	0	-3,938,025	-4,360,250	-8,298,275
This Item	0	-50,000	-75,000	-125,000
BALANCE	0	8,590,685	-4,435,250	4,155,435
FUND(S): ECONOMIC DEVELOPMENT FUND				
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy.				
SUMMARY OF ITEM				
A request from VuComp, Inc. 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. VuComp, Inc. agrees to occupy not less than 9,500 sq. ft of commercial/industrial space by 8/15/10 and create or transfer 14 jobs by 8/15/10 with an additional 31 jobs by 12/31/12 and an additional 55 jobs by 12/31/14 for a total of 100 jobs.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Economic Development Incentive Agreement				

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

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

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

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

Section I. The terms and conditions of the 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 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 26th of April, 2010.

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 VuComp, Inc., a Delaware corporation ("Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company designs computer-aided detection (CAD) systems to assist doctors in finding subtle abnormalities; and

WHEREAS, Company represents that it will add taxable real property improvements of approximately Three Hundred and Forty Thousand Dollars (\$340,000.00) and taxable business personal property of approximately Three Hundred and Thirty Thousand Dollars (\$330,000.00) to the Property as defined herein; and

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

WHEREAS, the Company agrees to occupy not less than a total of 9,500 square feet of commercial/industrial space located at 6100 Tennyson Parkway, Suite 230, Plano, Texas, 75024 (the "Property") and retain, transfer or create approximately 100 Job Equivalents on the Property and maintain those positions for the remainder of the term of this Agreement; and

WHEREAS, the real and personal property improvements to the Property and the retention, creation or transfer of approximately 100 Job Equivalents at the Property 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 the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article 1 Definitions

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

"Commencement Date" shall mean the earlier of the date of occupancy of the Property by the Company or August 15, 2010, whichever occurs first.

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

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

"Job Equivalent" shall mean one or more Company job positions located at the Property, individually or when combined, total 2080 hours (inclusive of holidays, vacation and sick leave) annually.

Article 2 Term

The term of this Agreement shall begin on the Commencement Date and continue until August 14, 2016, unless sooner terminated as provided herein.

Article 3 Obligations of Company

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

- (a) Occupy not less than 9,500 square feet of commercial/industrial space on the Property on or before August 15, 2010;
- (b) Create or transfer at least 14 Job Equivalents to the Property on or before August 15, 2010
- (c) Create or transfer an additional 31 Job Equivalents (45 total Job Equivalents) to the Property on or before December 31, 2012;

(d) Create or transfer an additional 55 Job Equivalents (100 total Job Equivalents) to the Property on or before December 31, 2014; and

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

Article 4 Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of One Hundred and Twenty Five Thousand Dollars (\$125,000.00) for the occupancy of 9,500 square feet of commercial/industrial space on the Property and the transfer or creation of 100 Job Equivalent positions on the Property in accordance with Article 3 above. The Company agrees to maintain the transferred or created Job Equivalents for which a cash grant has been paid by the City to the Company throughout the term of this Agreement as provided in Section 4.03 below.

4.02 **Grant Payments.** Except as otherwise indicated, the Company shall be entitled to a payment of Fifty Thousand Dollars (\$50,000.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City, using the Certification form attached hereto as Exhibit "A", that the Company has met its obligations as set forth in Article 3 (a) and (b) above (such payment referred to as the "Initial Grant Payment"). **IN ORDER TO RECEIVE PAYMENT UNDER THIS AGREEMENT, COMPANY'S CERTIFICATION VERIFYING COMPLIANCE WITH ARTICLE 3 (A) AND (B) ABOVE MUST BE FILED WITH THE CITY ON OR BEFORE NOVEMBER 15, 2010.** The Company shall be entitled to a second payment of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City, using the Exhibit "A", that the Company has met its obligations as set forth in Article 3 (c) above. **IN ORDER TO RECEIVE PAYMENT UNDER THIS AGREEMENT, COMPANY'S CERTIFICATION VERIFYING COMPLIANCE WITH ARTICLE 3 (C) ABOVE MUST BE FILED WITH THE CITY ON OR BEFORE APRIL 1, 2013.** The Company shall be entitled to a third payment of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City, using the Exhibit "A", that the Company has met its obligations as set forth in Article 3 (d) above. **IN ORDER TO RECEIVE PAYMENT UNDER THIS AGREEMENT, COMPANY'S CERTIFICATION VERIFYING COMPLIANCE WITH ARTICLE 3 (C) ABOVE MUST BE FILED WITH THE CITY ON OR BEFORE APRIL 1, 2015.**

4.03 **Refunds.**

(a) In the event the Company allows Job Equivalents at the Property to fall below the number of Job Equivalents for which it has received a grant payment for more than one hundred eighty (180) consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Three Thousand Five Hundred and Seventy Two Dollars (\$3,572.00) for the first fourteen (14) Job Equivalents lost, One Thousand Two Hundred and Ten Dollars (\$1,210.00) for the next thirty-one (31) Job Equivalents lost, and Six Hundred and Eighty-Two (\$682.00) for the next fifty-five (55) Job Equivalents lost. For purposes of determining whether the City is due a refund under

this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2012, and by January 31st of each year thereafter during the term of this Agreement the actual number of Job Equivalents at the Property for the preceding calendar year, using the Certification form attached as Exhibit "B". All refunds under this Agreement shall be due within thirty (30) days of written demand for payment. Notwithstanding the foregoing, the Company shall never be required to refund to the City, in the aggregate, any amount in excess of the total grant amount set forth in Section 4.01.

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

Article 5 Termination

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

(a) By mutual written agreement of the parties;

(b) Upon expiration of the term of this Agreement;

(c) By either party upon written notice to the other, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30-day period shall be extended if the default is of a nature that cannot reasonably be cured within such 30-day period and further provided that the remedy is being diligently pursued); and

(d) By either party upon written notice to the other if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

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

Article 6 Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may

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

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

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

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

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

6.12 **Time is of the Essence.** Time is of the essence in this Agreement.

EXECUTED on this 26th day of April 2010.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

VuCOMP INC., a Delaware Corporation

By: _____
Name
Title

EXHIBIT "A"

CERTIFICATE OF COMPLIANCE*

[DATE]

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

RE: Certificate of Compliance by VuComp Inc.,
Economic Development Incentive Agreement between VuComp Inc., and the City of
Plano dated as of _____ (the "Agreement")

I hereby certify that VuComp Inc., has occupied not less than 9,500 square feet of commercial/industrial space located at 6100 Tennyson Parkway, Suite 230, Plano, Texas (the "Property") and has retained, transferred or added ____ new Job Equivalent (as defined in the Agreement) positions to the Property. VuComp Inc., is in compliance with subsections _____ [insert (a) and (b) or (c) or (d) as applicable] of Article 3 of the Agreement and is entitled to receive payment under the terms of the Agreement.

VuCOMP INC., a Delaware Corporation

By: _____
Name
Title

NOTE:

*This form may be modified and used for the certification of the additional jobs as specified in Article 3(c) above.

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

[DATE]

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

RE: Annual Certificate of Compliance by VuComp Inc.
Economic Development Incentive Agreement between VuComp Inc., and the City of
Plano dated as of _____ (the "Agreement")

I hereby certify that VuComp Inc., is in compliance with each applicable term as set forth in Article 3 of the Agreement. The term of the Agreement is August 15, 2010 through August 14, 2016. The number of new, transferred or retained Job Equivalents, calculated as set forth in the Agreement and maintained pursuant to the Agreement since its inception, has not fallen below _____ for more than one hundred eighty (180) consecutive days and is _____ as of the date of this Certificate of Compliance. If the number herein reported is below the number required to be maintained pursuant to the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement. This form is due on April 1st of each year the Agreement is in force.

VuCOMP INC., a Delaware Corporation

By: _____
Name
Title

DATE: April 6, 2010
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of April 5, 2010

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2010-01
APPLICANT: CITY OF PLANO**

Request to amend Subsection 2.818 (R - Retail) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and Subsection 3.1001 (Screening Walls or Visual Barriers) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding screening requirements for single-family and two-family residential uses within the Retail and General Residential zoning districts.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Approved as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

1. Amend Subsection 3.1001 (Screening Walls or Visual Barriers) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) to read as follows:

3.1001 Screening Walls or Visual Barriers

- (1) In the event that an MF-1, MF-2, MF-3, BG, O-1, O-2, CE, CB-1, R, LC, RC, RE, CC, RT, LI-1, or LI-2 district sides or backs upon an ED, SF-20, SF-9, SF-7, SF-6, SF-A, PH, 2F, GR or UR district except as noted in (2) below, or in the event that any nonresidential district sides or backs to an MF-1, MF-2, or MF-3 district, a solid screening wall or fence of not less than six nor more than eight feet in height shall be erected along the entire property line separating these districts, except where visibility triangles or easements are required. (See Subsections 3.503 and 3.508.) The purpose of the screening wall or fence is to provide a visual barrier between the properties. The owner of such property shall be responsible for and shall build the required wall or fence along the entire property line dividing his property from the residential district. In cases

where the Planning & Zoning Commission finds this requirement to be impractical for immediate construction, it may grant a temporary or permanent waiver of the required screening wall or fence until such time as the screening wall or fence may be deemed necessary by the City Council. In cases where the Planning & Zoning Commission finds this requirement to be better met by an irrigated living screen, the same may be substituted for the screening wall.

(2) No solid screening wall or fence shall be required as stated in Subsection 3.1001 (1) above when single-family or two-family residential uses are developed within the Retail zoning district.

~~(23)~~ Any screening wall or fence required under the provisions of this section, a specific use permit, planned development district, or other requirement shall be constructed of masonry or reinforced concrete which does not contain openings more than 40 square inches in each one square foot of wall or fence surface, and the surface of such wall or fence shall constitute a visual barrier. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. The use of prefabricated, patterned concrete panels is prohibited.

~~(34)~~ No fence, screen, wall, or other visual barrier shall be so located or placed that it obstructs the vision of a motor vehicle driver approaching any street or drive intersection, in accordance with Subsection 3.508.

~~(45)~~ Where an alley intersects with a street, no fence or plant taller than 30 inches may be placed within a sight visibility triangle defined by measuring eight feet to a point along the property lines and joining said points to form the hypotenuse of the triangle.

~~(56)~~ All required screening walls shall be equally finished on both sides of the wall.

2. Amend Subsection 2.818 (R - Retail) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) to read as follows:

5. Landscaping (See Section 3.1200; residential uses as allowed in the Retail district shall comply with Section 3.1200 (2)(b.))

BM/dw

CITY OF PLANO
PLANNING & ZONING COMMISSION

April 5, 2010

Agenda Item No. 6

Public Hearing: Zoning Case 2010-01

Applicant: City of Plano

DESCRIPTION:

Request to amend Subsection 2.818 (R - Retail) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and Subsection 3.1001 (Screening Walls or Visual Barriers) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance regarding screening requirements for single-family and two-family residential uses within the Retail and General Residential zoning districts.

HISTORY:

In March 2004, the City Council amended Subsection 2.818 (R - Retail) of Section 2.800 (District Charts) and Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses), of Article 2 (Zoning Districts and Uses), and other related sections of the Zoning Ordinance to expand the number of uses allowed by specific use permit in the Retail (R) zoning district. Included among those uses were residential in the form of patio home, two-family residence (duplex), and single-family residence attached (townhome) developments. At that time staff did not properly address screening requirements between R zoned properties developed as single-family and two-family residential uses where adjacent to single-family and two-family residential zoned properties.

Therefore, on February 15, 2010, the Planning & Zoning Commission called a public hearing to consider proposed amendments to the Zoning Ordinance pertaining to screening wall requirements in Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations), and other sections of the Zoning Ordinance as it pertains to screening requirements for single-family and two-family residential uses within the R zoning district where adjacent to single-family and two-family residential zoning districts.

ISSUES:

Current Requirements

Subsection 3.1001 (Screening Walls or Visual Barriers) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) of the Zoning Ordinance requires that any nonresidential zoning district that sides or backs to a single-family or two-family residential district shall erect a minimum six-foot tall (maximum eight-foot) solid screening wall or fence (or an irrigated living screen if approved by the Commission) along the entire property line separating these districts regardless of what the use is on the property. Given the existing screening requirements, if an R zoned property were to develop as a single-family or two-family residential use adjacent to another single-family or two-family residential neighborhood that has residential zoning, then the developer would be required to construct a screening wall between the two residential neighborhoods because of their underlying zoning differences.

Staff believes that when R zoned property is developed as a single-family or two-family residential use where adjacent to single-family or two-family residential zoned property, the minimum screening wall separation requirement is not necessary since residential neighborhoods should be connected. Additionally, the Zoning Ordinance does not require screening walls to separate single-family and two-family residential developments adjacent to other single-family and two-family residential developments that are both zoned residential.

Proposed Amendments

In order to address above screening wall requirements for single-family and two-family residential development in the R district, staff recommends the ordinance be amended to eliminate the screening wall requirement when R zoned property is developed as a single-family or two-family residential use.

Additionally, in reviewing Section 3.1000 (Screening, Fence, and Wall Regulations) staff discovered that the General Residential (GR) zoning district was omitted from the listed residential districts that require screening between nonresidential and residential zoned properties. As such, staff recommends that the GR district be added to the list of residential districts requiring a screening wall or fence where nonresidential zoned properties side or back to properties zoned GR.

Furthermore, staff recommends that a reference note be added to Subsection 2.818 (R - Retail) 5. (Landscaping) of Section 2.800 (District Charts) that directs applicants to the residential landscaping requirements as stated in Section 3.1200 (Landscaping Requirements) 2. (Residential Landscaping Requirements) b. (Landscaping Requirements for Single-Family, Patio Home, Single-Family Attached, and Two-Family Developments). The reference note should make it clearer that single-family and two-family residential developments in the R district will need to follow residential landscaping requirements and not the nonresidential landscaping requirements.

Staff proposes the following amendments to the Zoning Ordinance:

- Add to Subsection 3.1001 (Screening Walls or Visual Barriers) (1) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) the GR zoning district to the list of residential districts and an exception note that references provisions specific for the R zoning district.
- Add language to Subsection 3.1001 (Screening Walls or Visual Barriers) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) that eliminates the screening requirements in the R zoning district when R zoned property is developed as single-family or two-family residential uses.
- Add a reference note to Subsection 2.818 (R - Retail) of Section 2.800 (District Charts) that directs applicants to residential landscaping requirements when R zoned property is developed as a single-family or two-family residential use.

RECOMMENDATION:

Recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

1. Amend Subsection 3.1001 (Screening Walls or Visual Barriers) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) to read as follows:

3.1001 Screening Walls or Visual Barriers

- (1) In the event that an MF-1, MF-2, MF-3, BG, O-1, O-2, CE, CB-1, R, LC, RC, RE, CC, RT, LI-1, or LI-2 district sides or backs upon an ED, SF-20, SF-9, SF-7, SF-6, SF-A, PH, 2F, GR or UR district except as noted in (2) below, or in the event that any nonresidential district sides or backs to an MF-1, MF-2, or MF-3 district, a solid screening wall or fence of not less than six nor more than eight feet in height shall be erected along the entire property line separating these districts, except where visibility triangles or easements are required. (See Subsections 3.503 and 3.508.) The purpose of the screening wall or fence is to provide a visual barrier between the properties. The owner of such property shall be responsible for and shall build the required wall or fence along the entire property line dividing his property from the residential district. In cases where the Planning & Zoning Commission finds this requirement to be impractical for immediate construction, it may grant a temporary or permanent waiver of the required screening wall or fence until such time as the screening wall or fence may be deemed necessary by the City Council. In cases where the Planning & Zoning Commission finds this requirement to be better met by an irrigated living screen, the same may be substituted for the screening wall.
- (2) No solid screening wall or fence shall be required as stated in Subsection 3.1001 (1) above when single-family or two-family residential uses are developed within the Retail zoning district.

(23) Any screening wall or fence required under the provisions of this section, a specific use permit, planned development district, or other requirement shall be constructed of masonry or reinforced concrete which does not contain openings more than 40 square inches in each one square foot of wall or fence surface, and the surface of such wall or fence shall constitute a visual barrier. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. The use of prefabricated, patterned concrete panels is prohibited.

(34) No fence, screen, wall, or other visual barrier shall be so located or placed that it obstructs the vision of a motor vehicle driver approaching any street or drive intersection, in accordance with Subsection 3.508.

(45) Where an alley intersects with a street, no fence or plant taller than 30 inches may be placed within a sight visibility triangle defined by measuring eight feet to a point along the property lines and joining said points to form the hypotenuse of the triangle.

(56) All required screening walls shall be equally finished on both sides of the wall.

2. Amend Subsection 2.818 (R - Retail) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) to read as follows:

5. Landscaping (See Section 3.1200; residential uses as allowed in the Retail district shall comply with Section 3.1200 (2)(b).)

An Ordinance of the City of Plano, Texas, amending Subsection 2.818 (R - Retail) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and Subsection 3.1001 (Screening Walls or Visual Barriers) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding screening requirements for single-family and two-family residential uses within the Retail and General Residential zoning districts; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 26th day of April, 2010, for the purpose of considering a change in the Zoning Ordinance; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 26th day of April, 2010; and

WHEREAS, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Subsection 2.818 (R - Retail) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such portion of the subsection to read as follows:

2.800 District Charts

2.818 R - Retail

5. Landscaping (See Section 3.1200; residential uses as allowed in the Retail district shall comply with Section 3.1200 (2)(b).)

Section II. Subsection 3.1001 (Screening Walls or Visual Barriers) of Section 3.1000 (Screening, Fence, and Wall Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding screening requirements for single-family and two-family residential uses, such subsection to read in its entirety as follows:

3.1000 Screening, Fence, and Wall Regulations

3.1001 Screening Walls or Visual Barriers

- (1) In the event that an MF-1, MF-2, MF-3, BG, O-1, O-2, CE, CB-1, R, LC, RC, RE, CC, RT, LI-1, or LI-2 district sides or backs upon an ED, SF-20, SF-9, SF-7, SF-6, SF-A, PH, 2F, GR or UR district except as noted in (2) below, or in the event that any nonresidential district sides or backs to an MF-1, MF-2, or MF-3 district, a solid screening wall or fence of not less than six nor more than eight feet in height shall be erected along the entire property line separating these districts, except where visibility triangles or easements are required. (See Subsections 3.503 and 3.508.) The purpose of the screening wall or fence is to provide a visual barrier between the properties. The owner of such property shall be responsible for and shall build the required wall or fence along the entire property line dividing his property from the residential district. In cases where the Planning & Zoning Commission finds this requirement to be impractical for immediate construction, it may grant a temporary or permanent waiver of the required screening wall or fence until such time as the screening wall or fence may be deemed necessary by the City Council. In cases where the Planning & Zoning Commission finds this requirement to be better met by an irrigated living screen, the same may be substituted for the screening wall.
- (2) No solid screening wall or fence shall be required as stated in 3.1001 (1) above when single-family or two-family residential uses are developed within the Retail zoning district.

- (3) Any screening wall or fence required under the provisions of this section, a specific use permit, planned development district, or other requirement shall be constructed of masonry or reinforced concrete which does not contain openings more than 40 square inches in each one square foot of wall or fence surface, and the surface of such wall or fence shall constitute a visual barrier. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. The use of prefabricated, patterned concrete panels is prohibited.
- (4) No fence, screen, wall, or other visual barrier shall be so located or placed that it obstructs the vision of a motor vehicle driver approaching any street or drive intersection, in accordance with Subsection 3.508.
- (5) Where an alley intersects with a street, no fence or plant taller than 30 inches may be placed within a sight visibility triangle defined by measuring eight feet to a point along the property lines and joining said points to form the hypotenuse of the triangle.
- (6) All required screening walls shall be equally finished on both sides of the wall.

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

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

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

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

PASSED AND APPROVED THIS THE 26TH DAY OF APRIL, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY