city of plano

Pat Evans
Mayor

Scott Johnson
Mayor Pro Tem

Sally Magnuson
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Jean Callison
Place 7

May 9, 2006

Mayor Pat Evans
City Council Members
City of Plano
Plano, TX 75074

Honorable Mayor and City Council:

We will begin our meeting Monday evening with legal advice from the City Attorney, as well as discussion of one item of litigation.

The Preliminary Open Meeting agenda will begin with discussion regarding flagpole height regulations. We will also hear a presentation regarding Historic Downtown Plano activities and a proposal for amendments to the Heritage Preservation Ordinance from representatives of the Planning Department. Rod Hogan will provide an update on the Employee Health Clinic and Joey Page will follow up with a proposal regarding an Occupational Resource Center.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck

Thomas H. Muehlenbeck
City Manager

THM/cp

Thomas H. Muehlenbeck
City Manager

P.O. Box 860358
Plano, Texas 75086-0358
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PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON MAY 14, 2007, FOLLOWED BY PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

Mission Statement: 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.

EXECUTIVE SESSION

I.	Legal Advice A. Respond to questions and receive legal advice on agenda items	Wetherbee	15 min.
II.	Litigation A. American Community Newspapers L.L.C. d/b/a Star Community Newspapers v. City of Plano	Wetherbee	15 min.

PRELIMINARY OPEN MEETING

I.	Consideration and action resulting from Executive Session discussion:	Council	5 min.
II.	Flagpole Height Regulations	Jarrell	5 min.
III.	Historic Downtown Plano Update	Hubach/ Baldelli	10 min.
IV.	Historic Building Demolition Delay Ordinance	Zimmerman	5 min.
V.	Employee Health Clinic Update & Final Report Presentation re Proposed Occupational Resource Center	Hogan Page	10 min. 5 min.
VI.	Council items for discussion/action on future agendas	Council	5 min.
VII.	Consent and Regular Agenda	Council	5 min.

VIII. Council Reports — Council — 5 min.

A. Council May Receive Information, discuss and provide direction on the following reports:

B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees

In accordance with the provisions of the Open Meetings Act, during Preliminary Open Meetings, agenda items will be discussed and votes may be taken where appropriate.

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.

April 24, 2007

MEMO

TO: Thomas H. Muehlenbeck, City Manager
Frank F. Turner, Executive Director

FROM: Phyllis M. Jarrell, Director of Planning

SUBJECT: Flagpole Height Regulations

The Zoning Ordinance contains height restrictions for flagpoles in several different sections. Section 3.803 sets a maximum 50 foot height limit for flagpoles, unless Council waives this limit after determining that a taller pole would not be detrimental to neighboring property. Section 3.1603(2)(i) also addresses flagpoles when used for commercial signage as well as non-commercial and governmental flags, and sets a maximum height of 50 feet. Section 3.1605 (7) (h) addresses flagpoles in the downtown business government district. This section prohibits commercial flags and limits the flagpole height to 30 feet. City Council has also approved a number of flagpoles taller than 50 feet that serve as stealth antenna support structures for mobile phone services.

At its February 12th meeting, the City Council approved a request under Section 3.803 for two flag poles that will be 130 feet in height. The Board of Adjustment had previously approved a variance to the sign regulations under 3.1603(2)(i) for these same flagpoles. The conflicting regulations could have placed the city in the position of having one body approve the additional height, but the other denying the request. To address this situation, where an applicant must go before two separate bodies for approval, staff is requesting that Council give direction to amend the Zoning Ordinance to remedy the conflicts in the various sections of the ordinance that govern flagpoles.

II a

Council's discretion to approve flagpoles taller than 50 feet in height dates from the mid-1980's, when homeowners complained about the noise from a flapping flag at a nearby car dealership. The ordinance was amended at that time to add Section 3.803. It is extremely unusual for City Council to be identified as the body that can essentially grant a variance to a height limit specified in the ordinance. This power most appropriately rests with the Board of Adjustment, since it has the authority under state law to grant variances to zoning regulations based on hardship criteria. However, it would be difficult for an applicant to prove a true hardship to gain approval from the Board of Adjustment for a taller flagpole.

There are two regulatory options for the City Council to consider to eliminate the dual approval process now in effect. One is for the Council to allow all requests for taller flagpoles to be reviewed by the Board of Adjustment through the variance process. However, if the Council wishes to retain the discretion to permit flagpoles taller than 50 feet, then the other option is to remove all flagpole regulations, including those for flagpoles used for commercial signage, from the Zoning Ordinance and place them in the Code of Ordinances.

I would ask for this issue to be placed on a future Preliminary Open Meeting agenda for Council's consideration and direction. With Council's direction, we will then start the public hearing process with the Planning & Zoning Commission.

Please let me know if you need additional information.

XC: Diane Wetherbee, City Attorney
Selso Mata, Chief Building Official
Paige Mims, Assistant City Attorney

JLP

May 2, 2007

MEMO

TO: Thomas H. Muehlenbeck, City Manager

Frank F. Turner, Executive Director

FROM: Jon Hubach, Downtown Planner

SUBJECT: Historical Downtown Plano Update

City Council has asked for an update on downtown Plano activities. Rick Baldelli, President of the Historic Downtown Plano Association, and I will be available at the May 14th preliminary open meeting to make a brief presentation and to answer questions.

The Historical Downtown Plano Association

- The merchant group, previously known as the City Centre Association, is now the Historical Downtown Plano Association (HDPA).
- As recommended by the Downtown Plano Retail Task Force, the HDPA has filed papers to acquire its 501(c) 3 non-profit status to oversee the interests of Downtown Plano and assist in its revitalization. The group is currently awaiting IRS approval on their application.
- HDPA is in the process of implementing new membership requirements. These requirements will include different levels of memberships and varying dues. This structure will offer benefits to all types of downtown interest groups, including home owner associations, property owners, and other non-profit agencies. HDPA plan to seek city funds in the future as they continue their fundraising for promotion and marketing/advertising programs as well as increasing its involvement in planning downtown events and projects.
- The group elected new officers during their January 2007 meeting. They are: Rick Baldelli of Two Brothers Cigars, President; Sherri Chapman of Accoutre, VP; Nina Ricks of Cobwebs Antiques, Secretary; Sue Nagy of Into My Garden Tea Room, Communications; and Mary Jo Montgomery of Nooks N' Crannies and Barb Cole of Candy Boutique as Treasurers.
- City staff has created an email list serv to assist the group by creating a better communications system for downtown issues, HDPA meetings, and events.
- The officers of the HDPA recently held a strategic planning meeting to address the direction of the Association and its goals for downtown. They identified as top priorities increasing membership, promoting downtown via marketing, the creation of a website, and better signage for the area.
- The HDPA has also created 3 committees: Marketing, Communications, and Fundraising to work on achieving its goals.

III a

Downtown Planner Position

- In September, I started in the position of Downtown Planner. Since then I have taken over many of the downtown responsibilities that Dana Conklin in Parks & Recreations was overseeing, including administrating the downtown and Municipal Center holiday lighting contract, the publication of the Village News newsletter, and the promotion of downtown events.
- I have also updated the two downtown kiosks with new information on stores and attractions, developed a brochure to market the downtown area, and assembled an informational marketing packet for prospective tenants and property owners.
- On February 22, the city hosted a well-attended meeting for downtown merchants, property owners and the Douglass Community, Old Towne, and Haggard Neighborhoods to update everyone on downtown events, activities, and various issues.

Events

- Trick Art Treat and the Plano International Festival, both held in October and the Dickens Festival in December were successful events.
- The Blackland Prairie Festival and the Plano Book Festival were postponed until 2008. The planning groups for these two events will announce final dates in the upcoming year. The Blackland Prairie Festive has tentatively been rescheduled for May 10, 2008.
- AsiaFest will be held May 7th in Haggard Park.
- The HDPA is developing a series of weekend events from March through October that will include extended hours for merchants, demonstrations/presentations by various businesses, special exhibits and performances at various theaters and galleries, and vendor spaces in downtown as well as music and restaurant specials. These block parties will include merchants from 14th Street through 18th Street.

New Development

- In December, the Heritage Commission approved façade plans for the Rice Field townhouse project. Construction should begin shortly on the first townhouse units. The first homes should be ready for occupancy in October.
- The new developers for the 15th Street Village at Avenue G and 15th Street plan to build a second phase including additional condominium units, a clubhouse, and a pool this summer.

Openings/Closings

- The former Dish restaurant space is now occupied by Massimilianos, a restaurant spotlighting specialty pizza and other Italian dishes.
- The Harrington Pharmacy building on 15th Street has been purchased and is being remodeled for a restaurant, The Fillmore Pub, opening in August.
- The Blue Goose building has been sold. The new owners plan to house a call center on the second floor, with up to three retail tenants on the ground level.

III.b

The project has received a Certificate of Appropriateness from the Heritage Commission for exterior renovations, with construction beginning in May.

- Kelly's Eastside has expanded into the space next door, which previously housed Two Brothers Cigars before it relocated. They have already expanded their outdoor patio and expect the rest of the renovations to be completed soon.
- Bonnie Shay has purchased 1006 E. 15th St. and has begun discussions with the city to renovate the building. Plans include retail space on the ground level with office space 2nd floor and up. They also place to restore the front to its original look. Exterior work has begun with interior work planned to begin by this summer
- In January 2007, Pinnacle Realty purchased the two Eastside Village developments from Robert Shaw's firm, Columbus Realty Partners. The new owners have announced plans to update the development with new balconies and additional cosmetic upgrades, including cleaning up the clutter in tenants' windows and fresh paint throughout the project. They also are reevaluating their commercial tenant mix and have hired Venture Realty as commercial brokers. They will be working on filling the empty first floor retail spaces and looking to create a more diverse business mix.
- Closings: Porta Di Roma restaurant has closed at Eastside Village II. Simple Country Pleasures has closed and the building is being sold to Sharon Lloyd, who has plans to run a fine antiques store, Teacup Antiques, in the space.
- Openings: Beauty Café and Baby Bottoms and More opened during December. Legacy Portrait Painters opened in March in the old Rupp Gallery Space. A new business, For The Home, has leased the Accoutre's space, which moved next door. An internet café business is opening in May in the old Nikki's space.

Marketing

- The HDPA is developing advertising and marketing plans that will appear in future DFW publications such as Dallas Morning News, Dallasnews.com, and regional publications. Through the Texas Downtown Association's marketing program, the city has again purchased ads promoting Downtown Plano in Southern Living, Texas Highways, and the Southwest Airlines Magazine.

Future Activities

- A wayfinding signage system that will help visitors find businesses, parking, and the DART station
- Field trips for merchants to areas such as Bishop Arts District and Downtown Grapevine
- More downtown events
- Coordination with DART on an informational kiosk located on the rail platform, renewed participation in DART's "Destination Deals" program, and purchasing ads on windscreens at various DART rail stations for advertising

Please let me know if you need additional information.

XC: Phyllis M. Jarrell, Director of Planning

III.C.

MEMORANDUM

DATE: May 3, 2007

TO: Frank F. Turner, Executive Director

FROM: Jeff Zimmerman, Long Range Planning Manager

SUBJECT: Heritage Preservation Ordinance Amendments
City Council Preliminary Open Meeting – May 14, 2007

Attached are proposed amendments to the Heritage Preservation Ordinance that the Heritage Commission will be discussing with the City Council at its Preliminary Open Meeting on May 14, 2007. The primary functions of these amendments are to:

1. Establish a procedure and criteria under which the Heritage Commission may consider denial of requests to demolish individually designated Heritage Resources; and
2. Establish procedures for the submittal and consideration of "Preliminary Certificates of Appropriateness. (PCAs).

In 2003, the Heritage Commission began discussing regulatory measures pertaining to the City's ability to address the potential demolition of historical assets. It discussed a draft proposal with the City Council and concerns were raised about the extent of personal financial information required from the applicant seeking demolition based on "economic hardship." In particular, the previous proposal required information from income tax returns.

Over the past few years, the Heritage Commission and staff have explored other options and monitored court cases including a recent ruling in favor of the City of Dallas. It became apparent that a request to demolish a commercial property based on economic viability could not be properly evaluated without documented information concerning revenues and expenses. To reduce the impact on personal privacy, the Legal Department approved the removal of requirements for income tax information and substituted the following:

"A documented report attested to by a Certified Public Accountant that includes the annual gross and net income, if any, from the property for the previous three years; itemized operating and maintenance expenses, depreciation deduction, and annual cash flow before and after debt service, if any, during the same period." (See Subsection 16-116-C-2-l, page 16 of 22)

The ordinance currently only allows for the delay of demolition requests so that other options such as relocation can be considered. This proposal would still allow demolition delay as an alternative for contributing structures within a Heritage Resource District.

IV a

Demolition denial would only be an option for properties that have been individually designated as City of Plano Heritage Resources. Individual designation has only occurred upon the formal request of the property owner. In reaffirming its commitment to these amendments the Heritage Commission noted the following:

1. The owner of a designated Heritage Resource typically receives the benefit of a tax exemption.
2. Plano's heritage resources are limited and the loss of one structure would have a greater impact than in other cities with large inventories of historic homes and commercial buildings.
3. The process provides the property owner with the ability to prove that demolition is the only viable option.

The proposed amendments also provide for the issuance of Preliminary Certificates of Appropriateness by the Heritage Commission. (See Subsection 16-112-i, page 12.) Currently, owners of individually designated Heritage Resources or those within Heritage Districts must receive CAs for new construction, additions to existing structures, or exterior renovation. The design work necessary to apply for a CA can be fairly extensive and costly when a property owner proposes the construction of a new building or a major addition to an existing building. By adding the PCA process, an applicant can provide basic plans showing the building layout and key architectural features and the commission can determine if the plans are generally consistent or not with design guidelines. Upon approval of the PCA, the applicant can then choose whether or not to invest the necessary resources to prepare more detailed plans.

Please advise if additional information is required.

Attachment

xc: Phyllis Jarrell, Planning Director
Amy Bear, Heritage Preservation Officer
Paige Mims, Asst. City Attorney

IVb

AMENDED PRESERVATION ORDINANCE – PROPOSED (April 2007)

Note – proposed changes are indicated as *italicized underlined* text.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING CITY OF PLANO ORDINANCE NOS. 79-12-13, 81-12-10, SUBSECTION (D) OF SECTION II OF ORDINANCE NO. 83-10-10, AND ORDINANCE NO. 88-10-12, CODIFIED AS ARTICLE VI, HISTORIC LANDMARK PRESERVATION, OF CHAPTER 16 OF THE CODE OF ORDINANCES OF THE CITY OF PLANO; ADOPTING NEW PROVISIONS FOR HERITAGE RESOURCE PRESERVATION FOR THE CITY; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, by Ordinance Nos. 79-12-13, 81-12-10, Subsection (d) of Section II of Ordinance No. 83-10-10, and Ordinance No. 88-10-12, the City Council of the City of Plano established provisions for historic landmark preservation for the City of Plano for the purpose of protecting and preserving places and areas of historical and cultural importance to the City of Plano, and such Ordinances were collectively codified as Article VI, Historic Landmark Preservation, of Chapter 16 of the Code of Ordinances of the City of Plano; and

WHEREAS, by Ordinance No. 98-2-26, the above ordinances were subsequently repealed and replaced by the City Council of the City of Plano on February 23, 1998, and

WHEREAS, Ordinance No. 98-8-35 creating Section 16.301 and amending Sections 16-112 and 16-116 of Ordinance No. 98-8-35 was adopted by the City Council of the City of Plano on August 24, 1998; and

WHEREAS, upon the recommendation of the Heritage Commission, the City Council now finds that it is necessary to adopt updated provisions for heritage resource preservation within the City of Plano and that such provisions are in the best interest of the city and its citizens.

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

Section I. *Ordinance No. 98-2-26, duly passed and approved by the City Council of the City of Plano, Texas, on February 23, 1998 and Ordinance No.98-8-35,*

IVC

ORDINANCE NO. _____

duly passed and approved by the City Council of the City of Plano, Texas, on August 24, 1998, are each hereby repealed in their entirety.

Section II. Article VI, Historic Landmark Preservation, of Chapter 16 of the Code of Ordinances of the City of Plano is hereby revised to read in its entirety as follows:

ARTICLE VI. HERITAGE RESOURCE PRESERVATION

Sec. 16-101. Purpose.

The City Council of the City of Plano hereby finds and declares as a matter of public policy that the preservation of the city's heritage, including the recognition and protection of historic landmarks and icons, promotion of the historic culture, enhancement of the public's knowledge of the city's historical past, and development of civic pride in the beauty and noble accomplishments in the past, is a public necessity and is required in the interest of the culture, prosperity, education and welfare of the people. The purposes of this article are to:

1. Safeguard the city's history and culture by promoting the value and importance reflected in recognizing founders of the city, establishing historic landmarks, teaching the evolution of the area and fostering general heritage preservation;

2. Protect, enhance, and perpetuate historic resources which represent or reflect distinctive and important elements of the city's cultural, social, economic, political, archaeological and architectural history;

3. Promote the city's heritage by educating and attracting tourists and visitors while providing incidental support and stimulus to business and industry;

4. Promote the city's heritage by encouraging the use of historic resources;

5. Increase historical awareness, including educating the youth of the city, in order to strengthen the culture, prosperity and welfare of local citizens and visitors to the city; and

6. Provide input and advice to the City Council regarding matters of heritage preservation.

Sec. 16-102. Prohibited Acts, Penalty for Violation, Enforcement, Appeals.

A. It shall be unlawful to construct, reconstruct, structurally alter, remodel, renovate, restore, demolish, raze, or maintain any heritage resource in violation of the provisions of this article. In addition to other remedies, the city may institute any appropriate action or proceedings to prevent such unlawful construction, restoration, demolition, razing, or maintenance, to restrain, correct or abate such violation.

B. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall, upon conviction thereof, be fined a sum not exceeding Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

C. All work performed pursuant to a Certificate of Appropriateness issued under this ordinance shall conform to all its requirements. It shall be the duty of the Heritage Preservation Officer to inspect periodically to assure such compliance.

D. Any person aggrieved by a decision of the Commission relating to hardship or issuance of Certificate of Appropriateness may, within thirty (30) calendar days of the date of decision, file a written application with the City Council through the office of the City Secretary for review of the decision. The City Council shall hold public hearings to consider the appeal. A decision of the City Council is final and may not be appealed.

Sec. 16-103. Definitions.

'Archeology' means the science or study of the material remains of past life or activities and physical site, location or context in which they are found, as delineated in the Department of the Interior's Archaeological Resources Protection Act of 1979.

'Area' means a specific geographic division in the City of Plano.

'Building' means any structure created to shelter people or things, such as a house, barn, church, hotel or similar structure.

'Certificate of Appropriateness' means a signed and dated document evidencing the approval of the Heritage Commission and/or Heritage Preservation Officer for work proposed by an owner or applicant.

'Citizen' means a legal resident of the City of Plano.

'Demolition delay' means a structure or site which satisfies one (1) or more of the criteria set out in Section 16-105 and which is designated as such in accordance with that Section.

'Demolition' means an act or process (not withstanding acts of God, criminal activity, etc.) which destroys a site or structure in its entirety, or which destroys a part of a site or structure and permanently impairs its structural, historic or architectural integrity.

'Design guidelines' means guidelines which are adopted by the Heritage Commission for property designated as a heritage resource or heritage resource district

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to protect, perpetuate and enhance the historical, cultural, architectural or archeological character of an object, site or structure.

'Development review' means processing of proposed development requests and zoning ordinance amendments.

'District' means a geographically definable area, urban or rural, possessing a significant concentration, linkage or continuity of objects, sites or structures united by past events or aesthetically by plan or physical development.

'Heritage commission' or *'Commission'* means the Heritage Commission of the City of Plano, established in accordance with Section 16-107 of the Code of the City of Plano.

'Heritage preservation officer (HPO)' means a staff person for the City of Plano whose duties encompass all heritage preservation activities for the city as established in accordance with Section 16-109 of the Code of the City of Plano.

'Heritage resource preservation plan' or 'Preservation plan' means a document established by the Heritage Commission and adopted by the City Council to provide a current inventory of heritage resources and policy recommendations to guide heritage preservation activities for the City of Plano.

'Heritage preservation' means the identification, evaluation, recordation, documentation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance and reconstruction of historic structures or property, or any combination of the foregoing activities.

'Heritage property' means full range of properties identified in the Heritage Resource Survey and/or special studies which are significant in history, pre-history, architecture, engineering, archeology and culture, including properties significant to the whole nation or those significant at the state, regional or local level.

'Heritage resource' means a structure, site or landmark which satisfies one (1) or more of the criteria set out in Section 16-105 and which is designated as such in accordance with that Section.

'Heritage resource district' means an area which includes two (2) or more structures or sites which satisfy one (1) or more of the criteria set out in Section 16-105, together with their accessory buildings, fences and other appurtenances, and which is designated as such in accordance with that Section. A heritage resource district may have within its boundaries other structures that, while not of such historical, cultural, architectural or archeological significance as to be designated as a heritage resource, nevertheless contribute to the overall visual setting of or characteristics of the district.

'Heritage resource survey' means the survey of heritage resources published by the Heritage Commission, as amended from time to time.

'Landmark' means a structure or property which is of value in preserving the historical, cultural, architectural or archeological heritage, or an outstanding example of design or a site closely related to an important personage, act or event in history.

'Minor in-kind repairs' means small scale repairs to correct minor problems or damage to the exterior. Minor in-kind repairs do not include a change in design, material or outward appearance, only in-kind replacement or repair. Examples of minor in-kind repair include, but are not limited to: touch up painting, replacement of a window pane, caulking, securing loose boards, etc.

'Pending designation' means a structure or site for which a notice of nomination for designation as heritage resource or demolition delay, or for inclusion in a heritage resource district, has been mailed by the Heritage Preservation Officer or his/her designee by certified mail, return receipt requested, to the owner or owners.

'Reasonable rate of return' means a reasonable profit or capital appreciation which may accrue from the use or ownership of a structure or property as the result of an investment or labor.

'Reconstruction' means the act or process of reassembling, reproducing, or replacing by new construction, the form, detail and appearance of a structure or property and its setting as it appeared at a particular period of time by means of the removal of later work, the replacement of missing earlier work or the use of original materials.

'Rehabilitation' means the act or process of returning a structure or property to a state of utility through repair, remodeling or alteration that makes possible an efficient contemporary use while preserving those portions or features of the structure or property which are significant to its historical, cultural, architectural or archeological values.

'Relocation' means any change of the location of a structure, object or material thing in its present setting or to another setting.

'Resource' means a source or collection of objects, sites, structures, or property which exemplifies the cultural, social, economic, political, archeological or architectural history of the nation, state or city.

'Restoration' means the act or process of accurately recovering the form and details of a structure or property and its setting as it appeared at a particular period of time by means of the removal of later work or by the replacement of missing earlier work.

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'Routine maintenance' means any work, the purpose and effect of which is to correct any deterioration or decay of or damage to a structure or property, or any part thereof, and to restore the same, as nearly as may be practicable, to its condition prior to such deterioration, decay or damage, using the same materials or those materials available which are as close as possible to the original and all of which must comply with applicable codes and ordinances. Routine maintenance does not include a change in design, material or outward appearance, but does include in-kind replacement or repair. Examples of routine maintenance include, but are not be limited to: repainting (in previously approved palette), replacement of roofing materials or other minor architectural features, etc.

'Secretary of the Interior's Standards for Rehabilitation' means the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, reported at 36 Code of Federal Regulations 67.7, or as recodified.

'Site' means the location of a significant event, a prehistoric or historic occupation or activity, or a structure or cluster of structures, whether standing, ruined or vanished, where the location itself maintains historical or archeological value, regardless of the value of any existing structure.

'Stabilization' means the act or process of applying measures designed to re-establish a weather resistant enclosure and the structural stability of an unsafe or deteriorated structure or property while maintaining the essential form as it presently exists.

'Structure' means anything constructed or erected which requires location on the ground, or is attached to something having a location on the ground, including, without limitation, buildings.

'Individually designated resources' means an individual property designated under the criteria of this ordinance by a single designating ordinance and assigned the "H" zoning prefix and a number in the zoning atlas. It may consist only of a single property (not a district overlay), but may be located within a separately-designated heritage district.

'Contributing resources' means a property located within a designated heritage resource district (overlay) that is typical of the district, is an integral part of the historic and/or architectural fabric of the district, and retains a significant portion of its architectural or design integrity. A structure built outside of the district's period of significance or that is less than forty (40) years old may be deemed by the heritage commission as contributing if it is compatible with existing architecture and contributes to the overall architectural fabric of the district.

'Preliminary Certificate of Appropriateness' means a signed and dated document evidencing the preliminary design concept approval of the Heritage Commission and/or

Heritage Preservation Officer for work proposed by an owner or applicant. This is not a final approval (Certificate of Appropriateness).

Sec. 16-103.1. Pre-designation of heritage resource

An existing building or structure for which an application for designation has been filed by the property owner and approved by the Heritage Preservation Officer using the criteria found in Section 16-105 shall be subject to the same benefits (other than tax exemptions or abatements) and conditions as apply to designated heritage resources under this Article. Once an application for designation has been filed and approved by the Heritage Preservation Officer, it cannot be withdrawn without the consent of the Heritage Commission after notice and public hearing.

Sec. 16-104. Designation of Heritage Resource - Generally.

The City Council may designate certain buildings, land, areas, sites, and districts in the city as heritage landmarks and/or resources and define, amend and delineate the boundaries thereof. The suffix "H," as established in Section 4-400 of the Comprehensive Zoning Ordinance, shall indicate the zoning district designation of those buildings, land, areas, sites, and districts which the City Council has designated as heritage resources. Such designation shall be in addition to any other zoning district designation established in the Comprehensive Zoning Ordinance. All zoning district maps shall reflect the designation of a heritage landmark and/or resource district by the letter "H" as a suffix.

Listed structures should typically remain on the original construction site. In the event that a listed structure is moved, the Commission shall determine if the structure can be designated. The Commission shall adopt guidelines for making such a determination.

Sec. 16-105. Designation of Heritage Resource - Criteria.

In order to be designated, a heritage resource must be at least forty (40) years old and meet one of the following criteria:

1. Character, interest or value as a part of the development, heritage or cultural characteristics of the city, the state or the United States;

2. Location as the site of a significant historic event;

3. Identification with a person who significantly contributed to the culture and development of the city;

4. Exemplification of the cultural, economic, social, or historical heritage of the city;

5. Portrayal of the environment of a group of people in an era of history characterized by a distinctive architectural style;

6. Embodiment of distinguishing characteristics of an architectural type or specimen;

7. Identification as the work of an architect or master builder whose individual work has influenced the development of the city;

8. Embodiment of elements of architectural design, detail, materials, or craftsmanship;

9. Relationship to other distinctive buildings, sites or areas which are eligible for preservation according to a plan based on historic, cultural or architectural motif;

10. Unique location of singular physical characteristics representing an established and familiar visual feature of a neighborhood, community or the city;

11. Archeological value in that it has produced or can be expected to produce data affecting theories of historic or prehistoric interest; and

12. Value as an aspect of community sentiment or public pride.

Sec. 16-106. Designation of Heritage Resource - Removal.

The designation of a heritage resource district may be amended or removed using the same procedure as provided in this article for the original designation. Application for removal of the heritage resource, heritage resource district or demolition delay designation shall be submitted to the Heritage Preservation Officer. Application may be made by the property owner or his authorized representative, the Planning & Zoning Commission, or the City Council. The same procedure that is followed in designation of such categories shall apply to removal of the designation, including approval by the Heritage Commission, the Planning & Zoning Commission, and the City Council. In the case of owner initiated applications, all owners of an individual site or structure must sign the application for removal.

Sec. 16-107. Heritage Commission - Organization.

a. Creation; Membership; Terms; Officers - There is hereby created a Commission to be known as the Heritage Commission of the City, referred to as the "Commission" in this article, composed of seven (7) members appointed by the City Council. The seven (7) members shall be appointed from the citizens at large, and, if possible, consideration should be given to historic property owners. All members shall have knowledge and experience in the field of history, art, or architecture of the city. The members shall serve for staggered terms of two (2) years ending on October 31. Vacancies shall be filled by appointment for the unexpired term only. The Commission members shall serve without compensation for their service. The City Council shall appoint the chairperson of the Commission. The Commission shall designate a vice-chairperson from the appointed members.

b. Meetings; Quorum; Voting; Minutes - The Commission shall meet at least once each month, with additional meetings upon call by the Commission chairperson or upon petition of a simple majority of Commission members. Four (4) members present shall constitute a quorum, and issues shall be decided by a simple majority vote of the members present. The minutes of each meeting shall be filed in the Planning Department.

c. Ex Officio Members - In addition to the seven (7) members appointed by the City Council, the Heritage Preservation Officer and a representative from the Building Inspection Department shall sit on the Commission as ex officio members. Liaisons from different segments of the community may also be appointed by the City Council to assist the Commission in its official duties. None of the ex officio members shall have voting power but shall assist the Commission in its various functions.

d. Committees - Committees shall be appointed on an as needed basis for the purposes of assisting the Commission with their appointed duties.

Sec. 16-108. Heritage Commission - Functions.

a. The Commission shall thoroughly familiarize itself with the buildings, land, areas, and districts within the city which may be eligible for designation as heritage resources and shall prepare a heritage resource preservation plan referred to as the "Preservation Plan" in this article, which shall:

1. Identify and catalog buildings, land, areas, and districts of historical, architectural, archaeological, or cultural value, along with statements of fact which verify their significance;

2. Establish criteria to be used in determining whether certain buildings, land, areas, and districts should be designated as heritage resources;

3. Establish guidelines to be used in determination of whether to grant or deny Certificates of Appropriateness for proposed alterations to the exterior of a designated heritage resource;

4. Formulate a program for private and public action which will state the role of various city agencies in the preservation of heritage resources;

5. Suggest sources of funds for preservation and restoration activities and for acquisitions, to include federal, state, municipal, private, and foundation sources; and

6. Recommend incentives for preservation.

b. The Preservation Plan shall be presented to the Planning & Zoning Commission and City Council in preparing and updating the Comprehensive Plan of the city.

c. The Commission shall recommend to the Planning & Zoning Commission that certain buildings, land, areas, and districts in the city be designated as heritage resources. Each recommendation shall include:

1. Those premises, lots or tracts to be designated;

2. Any additional uses to be permitted in the specific "H" district; and

3. Specific criteria for the required preservation of the exteriors of premises within the designated district, which shall follow the United States Secretary of the Interior's Standards for Rehabilitation.

d. If the Commission finds that certain buildings, land, areas, or districts cannot be preserved without acquisition, the Commission shall recommend to the City Council that the fee or a lesser interest in the property be acquired by gift or purchase, using private and/or public funds available for preservation or restoration.

e. Where there are conditions under which the required preservation of a heritage resource would cause undue hardship to the owner, use changes may be recommended by the Commission. Changes must be adopted by the City Council upon recommendation of the Planning & Zoning Commission in accordance with current zoning procedures. Such changes shall be in keeping with the spirit and intent of this article.

f. Periodically, the Commission shall review the status of designated heritage resource districts and include in the Commission minutes a report of such review.

g. The Commission shall direct the action of committees.

Sec. 16-109. Appointment of Heritage Preservation Officer.

The City Manager shall provide for the appointment of a qualified staff person to serve as the Heritage Preservation Officer. The Heritage Preservation Officer shall administer this article and advise the Heritage Commission on matters submitted to such Commission.

In addition to serving as representative of the Heritage Commission, the Heritage Preservation Officer is responsible for coordinating the city's heritage preservation activities with those of local, state, and federal agencies and with local, state, and national nonprofit preservation organizations, as well as other municipal departments and the general public. The Heritage Preservation Officer shall maintain the Heritage Resource Survey and shall update such survey from time to time.

The Heritage Preservation Officer shall also have the authority to set deadlines for submittals in order to assure adequate staff review time and notification of the Commission and general public.

Sec. 16-110. Action by Planning & Zoning Commission.

a. The Planning & Zoning Commission shall hold public hearings as provided in the Comprehensive Zoning Ordinance of the city to consider any heritage resource or district designation recommended by the Commission.

b. At the conclusion of a hearing, the Planning & Zoning Commission shall set forth in writing its recommendation, including the findings of fact that constitute the basis for its decision, and shall transmit such recommendation to the City Council.

Sec. 16-111. Action by City Council and Recording of Designation.

a. After notice and public hearing as required by law in a zoning case under the Comprehensive Zoning Ordinance, the City Council may enact a heritage resource district designation.

b. Upon passage by the City Council of a heritage resource district designation ordinance, the City Secretary shall file a copy of the ordinance with the Collin County Clerk and the Collin County Tax Assessor, together with a notice briefly stating the fact of the designation and shall send a copy of such notice by certified mail to the owner of the affected property.

Sec. 16-112. Certificate of Appropriateness Review.

a. A certificate of appropriateness for routine maintenance shall be issued by the heritage preservation officer.

b. No building permit or site plan approval for proposed work to the exterior of an existing building or for new construction in a designated heritage resource district shall be issued to any application by the building inspection or planning departments unless the application has first been reviewed by the heritage commission and a certificate of appropriateness has been issued by the commission.

c. When applying for such a permit or site plan approval, the applicant shall comply with all necessary requirements as defined by the building inspection or planning departments, who shall forward such application to the heritage preservation officer within five (5) business days or receipt thereof. Any applicant may request a meeting with the commission before submitting an application and may consult with the commission during the review of the permit application.

d. Upon review of the application, the commission or the heritage preservation officer (if applicable) shall determine whether the proposed work is of a nature which will adversely affect any historical, architectural, archeological, or cultural feature of the heritage resource district, and whether such work is appropriate and consistent with the spirit and intent of this article and the designating ordinance. The commission shall deny, with or without prejudice, or approve a certificate of appropriateness and forward such action to the building inspection department within ten (10) business days of the last regular meeting of the heritage commission. The building inspection department shall immediately notify the applicant of the commission's action. If the commission has denied the certificate of appropriateness, the applicant may file in writing a notice of appeal to the city council with the city secretary within ten (10) business days after receiving notice from the building inspection department. The city secretary shall place the appeal on the city council agenda for a hearing, and the applicant shall be notified by the city secretary of the date of the hearing. The city council, utilizing the above criteria, shall deny, with or without prejudice, or approve a certificate of appropriateness.

e. If no action has been taken by the commission within *sixty (60)* business days of original receipt by the building inspection department or planning department, the building permit shall be issued by the building inspection department or the planning department shall continue the review of the application.

f. No change shall be made in the application for any building permit after issuance of a certificate of appropriateness without resubmittal to the commission and approval thereof in the same manner as provided in subsection (c) of this section.

g. After a decision is reached by the commission denying, with prejudice, an application for certificate of appropriateness, where no appeal is made to the city council, a resubmittal of application will not be accepted for additional hearing within a twelve-month period from the date of final decision except upon written request by the applicant, indicating the incorporation of changes in plans and specifications to the original application as recommended by the commission. Denial of a certificate of appropriateness without prejudice permits reapplication immediately.

h. Each certificate of appropriateness issued pursuant to this section shall state the period of time in which work is to be completed. This period may be extended by the commission upon a showing of necessity and good faith effort by the applicant. Failure to complete the work within the required time, including any extension, may result in the revocation of the certificate of appropriateness. Appeals shall be handled in the same manner as provided in section 16-112(d) above.

i. *An applicant may request a Preliminary Certificate of Appropriateness (PCA) at any stage of the design process. The PCA process is generally applied to proposed new construction and/or significant renovation or restoration projects. The application may include, but is not limited to, the following:*

(1) Site Layout – a dimensioned scale drawing showing lot lines, street(s), buildings (existing and proposed), setbacks, driveways, parking areas, and other information necessary to define the layout of the property.

(2) Plans – dimensioned scale drawings showing the layout of proposed new construction and the existing building if the new construction is to be an addition.

(3) Elevations – dimensioned scale drawings showing each side of the proposed new construction and existing building if the new construction is to be an addition.

(4) Sketches – artistic drawings or renderings illustrating the proposed changes and/or new construction. Sketches may be substituted for elevations for purposes of PCA approval.

(5) Illustrations - conceptual drawings or sketches for elements such as doors, windows, architectural elements, and other elements as they are available in the design process.

(6) Photographs of existing buildings and/or examples of architectural elements to be incorporated into the design.

(7) Other materials deemed necessary by the Heritage Preservation Officer for adequate review.

A complete, detailed set of drawings is not necessary. The review will be based on the concept only. Review should include form, scale, massing, general architectural design and compatibility with the character of the heritage district or resource. The Commission may approve, approve with stipulations, deny or deny without prejudice all or part of the PCA. Upon approval, the applicant may continue design work on the basis of the approval, considering any stipulations.

Approval of a PCA by the Heritage Commission shall constitute authorization by the city for the applicant to submit an application for a final CA provided that the final submittal conforms to the PCA and any stipulations attached to its approval. As long as the PCA remains valid, elements of the project specifically approved in the PCA, including the site layout, remain fixed, except as to permit minor adjustments resulting from subsequent architectural or engineering improvements or to prevent a condition affecting public health or safety which was not known at the time of PCA approval. A PCA may not be used to approve an exception to development regulations. Where an approved plan conflicts with an adopted regulation and no variance or exception is expressly approved, the regulation shall apply.

A partial building permit may be issued on the basis of the approval and work may begin only on the portion of the project specifically approved by the Commission in the PCA (e.g., site layout). A final Certificate of Appropriateness (CA) must be obtained for work to progress beyond the scope of the PCA approval and before the project is completed.

j. Approval of a Preliminary Certificate of Appropriateness or a Certificate of Appropriateness, including the site layout, shall not be deemed as conforming to the requirements for Concept Plan, Preliminary Site Plan and Site Plan approval in the

Zoning Ordinance. Likewise, approval of such plans by the Planning & Zoning Commission does not waive the CA approval requirement by the Heritage Commission.

k. The Heritage Commission may establish a date of expiration for each PCA or CA at the time of its approval.

Sec. 16-113. Activities Requiring Certificate of Appropriateness.

No person shall carry out any of the following work without obtaining a Certificate of Appropriateness issued by the Heritage Commission in accordance with the provisions of this article:

(1) Demolition or relocation of a designated heritage resource or a structure or property pending designation as a heritage resource or demolition delay or of a structure or property located in an area designated or pending designation as a heritage resource district;

(2) Repair (other than routine maintenance), reconstruction, alteration, addition, stabilization, restoration or rehabilitation of a structure or property designated or pending designation as a heritage resource or located in an area designated or pending designation as a heritage resource district;

(3) New construction on real property which is located in an area designated or pending designation as a heritage resource district or on land necessary for access to and use of a structure designated or pending designation as a heritage resource; or

(4) Material changes in any doors, roofs, windows, masonry work, woodwork, light fixtures, signs, sidewalks, fences, steps, paving and/or other exterior elements visible from a public right-of-way which affect the appearance and compatibility of any structure or property designated or pending designation as a heritage resource or located in an area designated or pending designation as a heritage resource district.

Sec. 16-114. Routine Maintenance.

Nothing in this article should be construed to prevent routine maintenance or repair of any exterior architectural feature of a property designated as a heritage resource or within a heritage resource district. In addition, repairs shall be made in accordance with the standards established by the Heritage Commission for heritage resources. The Heritage Preservation Officer shall be the officer in charge of making the decisions as to what is "routine maintenance."

Sec. 16-115. Minor In-Kind Repairs.

Nothing in this article shall be construed as prohibiting minor in-kind repairs as long as the said repairs comply with applicable codes and ordinances and are made in accordance with the standards established by the Heritage Commission for heritage resources. Examples of minor in-kind repairs include, but are not limited to: touch-up painting, spot replacement of shingles, or replacement of a pane of glass. If there is doubt that a repair is a minor in-kind repair, the Heritage Preservation Officer should be consulted.

Sec. 16-116. Demolition or removal of heritage resources.

(A) *Purpose. Demolition or removal of any heritage property, pre-designated heritage resource, designated heritage resource, or structure located within a designated heritage district constitutes an irreplaceable loss affecting the quality of life and character of the city. Therefore, a demolition or removal of heritage property shall be allowed only in limited situations.*

(B) *Procedure. An owner seeking demolition or removal of a structure shall submit a complete application to the Chief Building Official. The Building Official shall immediately forward the application to the Heritage Preservation Officer (HPO). The HPO shall forward a completed application to the Heritage Preservation Commission.*

(C) *Application. An application for demolition of any structure located within a designated heritage district must be signed and sworn to by all the owners of the property or their duly authorized representatives. Applicants for demolition or removal of individually designated resources shall state one of the following reasons for removal or demolition, and shall provide the corresponding documentation to substantiate the request for removal or demolition. If the applicant seeks to demolish or remove a structure for more than one reason, he/she shall provide all documentation required for each reason. Applicants for demolition or removal of a heritage resource property other than an individually designated resource shall solely be required to provide the documentation listed in 16-116(C) (1)(a).*

If the information requested is not available or cannot be provided, the applicant must state the item that is unavailable and provide an explanation regarding its absence from the application.

(1) *Replacing an existing structure with another structure.*

An application for demolition or removal for the purpose of replacing the existing structure with another structure and all other Heritage resource property application for demolition or removal for any purpose shall include the documentation listed below.

1VQ

a. *Records depicting the original construction of the existing structure, including drawings, pictures, or written descriptions.*

b. *Records depicting the current condition of the existing structure, including drawings, photographs, or written descriptions.*

c. *Estimated cost of restoration and/or repair.*

d. *Any conditions the applicant proposes to place on the proposed structure that would mitigate the loss of the existing structure.*

e. *Architectural drawings of the structure that is proposed to replace the existing structure and approval of a Certificate of Appropriateness.*

(2) *No economically viable use of the property exists – Individually Designated Resource Heritage Property.*

An application for demolition or removal of property for Individually Designated Resource Heritage Property based on lack of economic viability shall include the documentation listed in a–j below for all properties and additional information in k-m below for commercial properties. The information in this section shall not be required of Heritage Resource Property other than individually designated resources. A permit under this section shall not be denied if the owner cannot realize a reasonable rate of return on his property. The City shall retain an economic expert knowledgeable in the area of valuation, renovation, redevelopment, and rehabilitation of real estate. The expert shall review the documentation submitted by each applicant and provide a written report to the commission regarding the economic viability of each property.

a. *The amount paid for the property and date of purchase.*

b. *Remaining balance on any mortgage or other financing secured by the property and annual debt service.*

c. *Real estate taxes for the previous three years and assessed value of the property according to the most recent valuation.*

d. *All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing or ownership of the property.*

e. *The fair market value of the property at the time the application is filed as determined by a licensed appraiser.*

f. Any listing of the property for sale or rent, name of broker/agent, price asked and offers received, if any, for the previous two years, including relevant documents or affidavits.

g. The price or rent sought by the applicant.

h. Any advertisements placed for the sale or rent of the property.

i. A report from any one or more of the following: an architect, engineer, developer, real estate consultant, appraiser or other real estate professional experienced in rehabilitation of historic property as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

j. Any other evidence that shows that the affirmative obligation to maintain the structure or property makes it impossible to realize a reasonable rate of return;

and for commercial properties

k. Form of ownership or operation of the property. (i.e. sole proprietorship, partnership, corporation, joint venture, for profit, not for profit, etc.).

l. A documented report attested to by a Certified Public Accountant that includes the annual gross and net income, if any, from the property for the previous three years; itemized operating and maintenance expenses, depreciation deduction, and annual cash flow before and after debt service, if any, during the same period.

(3) The structure poses an imminent threat to public health or safety – Individually Designated Resource Heritage Property.

If a disaster renders a structure an immediate threat to health and public safety, the Chief Building Official upon agreement with the Heritage Preservation Officer, may approve a Certificate of Appropriateness for demolition without the necessity of an application.

An application for demolition or removal of an Individually Designated Resource Heritage Property structure that poses a threat to public health or safety shall include the documentation listed below. The information in this section shall not be required of Heritage Resource Property other than Individually Designated Resources.

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The owner has the burden of proof to establish by a preponderance of the evidence the necessary facts to prove demolition is necessary to alleviate a threat to public health and safety.

a. *Records depicting the current condition of the structure, including drawings, pictures, or written descriptions.*

b. *A study regarding the nature, imminence, and severity of the threat, as performed by a licensed architect or engineer.*

c. *A study regarding both the cost of restoration of the structure and the feasibility (including architectural and engineering analyses) of restoration of the structure, as performed by a licensed architect or engineer.*

d. *An assessment of the property by the Property Standards Department may be requested by the Commission or applicant.*

(4) *Other evidence.*

a. *The applicant may submit any other relevant evidence to support his application.*

b. *City departments and private persons and organizations may submit relevant evidence.*

c. *The Heritage Commission may request other documentation in order to fully consider a request.*

d. *The Heritage Commission may consider evidence of the necessity of preserving the structure as an historic landmark, reasonableness of the cost of restoration or repair, and economic usefulness of the building, including existing and potential usefulness.*

(5) *Burden of proof.*

The applicant has the burden of proof to establish the necessity of a permit by a preponderance of the evidence.

(D) *Hearing.*

a. *The Heritage Commission shall hold a public hearing on the application within forty-five (45) business days from the date the HPO receives a complete application from the applicant.*

b. *The Heritage Commission shall review and consider all submitted documents and testimony of any interested parties.*

c. *The applicant(s) shall be given ten (10) business days written notice of the hearing by certified letter, return receipt requested to the address provided in the application.*

(E) Decision.

a. *The Commission must render a decision within sixty (60) business days of the first public hearing. The applicant shall be notified by the HPO by mail within five (5) business days of the final decision.*

b. *For individually designated heritage resource properties (individually designated resources), the Commission shall render a decision to delay, deny, or grant a permit for demolition in accordance with this section.*

c. *For heritage resources that contribute to a heritage district (contributing resources and pre-designated resources) but are not individually designated heritage resources, the Commission shall render a decision to grant or delay a permit for demolition in accordance with this section and shall not render a decision to deny a permit for demolition.*

d. *Failure of the commission to decide or suspend said application within the sixty (60) business day time limit described above shall be deemed to be approval of the application and the building official shall issue the necessary permits to allow the requested demolition or removal.*

(F) Demolition Delay.

a. The Heritage Commission may suspend an application for removal or demolition that proposes to replace an existing structure with another structure by determining that, in the interest of preserving historical values, the demolition of the structure may be delayed, and, in that event, the application shall be suspended for a period not exceeding ninety (90) calendar days from the date of application. Within the suspension period, the commission may request an extension of the suspension period by the city council. If the city council, after notice to the applicant and a public hearing, determines that there are reasonable grounds for preservation, the city council may extend the suspension period for an additional period not exceeding one hundred twenty (120) calendar days, for a total of not more than two hundred forty (240) calendar days from

the date of application for demolition. During the period of suspension of the application, no permit shall be issued for such demolition or removal, nor shall any person demolish or remove the building or structure.

b. During the suspension time of the Demolition Delay, the Commission may prepare and submit to the applicant a salvage plan which may suggest proposals to preserve the site for purposes consistent with this chapter. The plan may include complete or partial tax abatements, tax credits, authority for alteration or construction not inconsistent with the purposes of this article and other actions allowable by law. If a reasonable agreement for salvage cannot be obtained with the applicant, then the permits shall be issued for demolition at the end of the delay period.

c. Demolition delay shall not be ordered for properties that request relief based on the fact that they are not economically viable or for properties that are a threat to public safety.

(G) Appeals.

a. The applicant may appeal the decision of the Commission to the City Council by filing a written notice with the City Secretary within ten (10) business days of the decision. If no appeal is made of a decision to approve the demolition or removal within the ten (10) business day period, the Chief Building Official shall issue the permit(s) requested.

b. If an appeal is filed, City Council shall hear and decide the appeal within sixty (60) business days of its filing. The Council shall consider the same standards and evidence that the Commission considered.

(H) Penalty.

Any person, firm or corporation failing to comply with the provisions to demolish or rebuild structures pursuant to the requirements herein shall be deemed guilty of an offense and upon conviction thereof shall be punished in accordance with Section 16-102 (b) herein. Each and every day any person, firm, or corporation is in non-compliance with the provisions in this ordinance shall constitute a separate offense.

Sec. 16-117. Demolition by Neglect.

No owner or person with an interest in real property which is designated a heritage resource or which is located in a heritage resource district, whether occupied or not, shall permit the structure or property to fall into a serious state of disrepair or to remain in a serious state of disrepair so as to result in the deterioration of any exterior architectural feature which would, in the judgment of the Heritage Commission, produce a detrimental effect upon the character of the structure or property, or, if the structure or property is in a heritage resource district, upon the district. Examples of such deterioration include:

- deterioration of exterior walls or other vertical supports;
- deterioration of roofs or other horizontal members;
- deterioration of exterior chimneys;
- deterioration or crumbling of exterior treatments or finishes;
- ineffective waterproofing of exterior walls, roofs or foundations, including broken windows or doors;
- deterioration of any structural component so as to create a hazardous condition which could make demolition necessary for the public safety as determined by the Chief Building Official who may consult with other qualified entities and/or individuals in making the determination; or
- deterioration or removal of any unique exterior architectural feature which would detract from the original architectural style.

Sec. 16-118. Demolition by Neglect of Interior.

No owner or person with an interest in property which is designated a heritage resource, including a structure in a heritage resource district, whether occupied or not, shall permit the interior portions of such structure or property to fall into a serious state of disrepair which, in the judgment of the Heritage Commission, produces a detrimental effect upon the structural integrity of such structure or property which could make demolition necessary for the public safety.

Sec. 16-119. Provisions Not to Affect Present Uses.

Use classification as to all property that may be included in a heritage resource district shall continue to be governed by the Comprehensive Zoning Ordinance of the city and the ordinance establishing the "H" district.

Sec. 16-120. Adoption of Heritage Resource Preservation Plan.

a. The Heritage Resource Preservation Plan refers to that plan approved and adopted by the City Council of the City of Plano by Resolution No. 92-9-3(R) and as may be amended hereafter from time to time.

b. The Heritage Resource Preservation Plan shall be utilized by the Planning & Zoning Commission, City Council, Heritage Commission, staff and developers, and such other appropriate city personnel and departments as a guideline to safeguard the city's historic and cultural heritage.

c. Where a policy or recommendation of the Heritage Resource Preservation Plan requires the adoption or amendment of a code or ordinance for implementation, said item will not take effect until the passage of the necessary legislation."

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

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

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

Section VI. Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court, shall be subject to a fine not exceeding $2,000 for each offense. Each and every day that such violation continues shall be deemed to constitute a separate offense.

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

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2007.

_____

Pat Evans, MAYOR

ATTEST:

M:\HP Ordinance

ORDINANCE NO. _____

_____

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____

Diane C. Wetherbee, CITY ATTORNEY

Preliminary Open Meeting Agenda Item V

Employee Health Clinic Update & Final Report

Proposed Occupational Resource Center

Rod Hogan/Joey Page

City of Plano

Employee Health Clinic Feasibility Study- Management Report Findings & Recommendations

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78006

May 14, 2007

This report's intended use is to determine the feasibility of an employee clinic for the City of Plano; all use of methodologies and compiled information included in this document are limited to that intent. Any use for other purposes or by other entities without prior written approval of the authoring agency is implicitly prohibited - © 2006 Practiva Health.

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City of Plano
On-site Health Clinic Feasibility Study-
Executive Summary

Objective: The City of Plano commissioned Practiva Health to study the feasibility for the development of an employee health clinic for its employees and dependents. Reasons for consideration were a) a potential cost savings to the rising costs of the medical plan and worker compensation costs, b) improved productivity, and c) the ability to provide better services to employees at a reduced rate. Each option was compared to the current reality where targeted services are obtained through established market channels. As the City faces a leveling off in its tax revenues, the need for cost control will become ever present.

Approach: Practiva Health pursued an approach that addressed the needs of the users (employees), payer (City of Plano) and the providers (local medical groups). In addition, a review of existing clinics was conducted and a review of potential legal considerations was completed. Local medical providers were interviewed and a provider impact review was conducted.

Following an initial review of historical data trends, a clinic concept was introduced to employees through a series of focus groups, consisting of randomly selected employees. Attendance by retirees and spouses was scheduled but not attended. A favorable response to the concept was received in general. Considerations for using the clinic were access, cost, and level of service.

From the collected information, three scenarios were created, each supported with a 3-year financial projection: a clinic, owned and managed by the City, a clinic in partnership with an existing clinic, and a clinic scenario managed by a commercial management company. Each scenario was evaluated based on potential cost savings to the City by comparing the cost of the services that are to be delivered from current 'outside' sources to these same services being delivered with a clinic concept. The cost difference was considered the savings to the City. In all scenarios, a fully loaded pro-forma was created to make comparisons at market rates.

Findings: Many municipalities in the State are evaluating or have implemented an employee health clinic, appropriate for their workforce. An employee health clinic received an overall favorable response from City of Plano employees. The cost reviews indicate that a clinic addressing occupational conditions in addition to providing first-line non-invasive medical care including the management of chronic disease conditions through preventive and maintenance approach, can affect a significant portion of the current medical costs.

In reviewing the various scenarios, a stand-alone, self managed clinic appears most cost effective and appropriately positioned for employees. The cooperative effort with an existing clinic poses image concerns and physical lay-out problems, while a commercially managed clinic adds unnecessary costs. In all cases, legal concerns are present but manageable.

The financial comparison indicates that an employee clinic, fully loaded for costs, will show a deficit in its ramp-up year when comparing clinic cost to services obtained through current venues, primarily due to fixed costs. Starting year two however, volumes are such that clinic costs show significant cost reductions compared to traditional care delivery channels. The estimated capital costs ($148,950) to develop the clinic are included as debt service in this analysis.

The various study aspects show that cost containment impacts from an employee clinic initiative can be seen through:

- Cost control for services delivered at the clinic for medical and workers compensation conditions
- Steerage of services that are to be referred out (direct contracting with secondary providers)
- Control of prescription use for clinic related services
- Compliance with medical care and Rx use for clinic initiated services
- Reduced time-away from work related to primary medical needs
- Improved population health management through providing a care continuum between preventive services, medical care and chronic disease management.

Recommendations:

- The study recommends the City of Plano to move ahead with the development of a clinic that initially offers core services of first line medical care, work related injury care, preventive health services and chronic disease management. The commercially managed facility approach is cost-prohibitive and the partnering with a community clinic offers image and operational limitations. Conversely, not pursuing a clinic strategy would submit the City to traditional and market-driven cost increases.
- With many health related initiatives currently taking place, the clinic and its trained staff should be the source for coordination and management of these initiatives.
- A cost justification approach to be developed up front to secure support for the clinic in the future.

On-site Health Clinic Feasibility Study
Study Details

Objective.

The City of Plano has commissioned Practiva Health to conduct a feasibility study for the development and implementation of an employee health clinic. This desire was based on the realization that medical costs continue to rise nationwide and for the City as well. Additionally, medical care is becoming more institutionalized and impersonal while the proportional costs to employees are rising. The City Council approved the study in May '06 with a planned final recommendation in early October.

Background and Rationale.

As medical expenditures continue to rise at three times the rise in GDP, cost containment strategies are being pursued aggressively. In a competitive environment for qualified employees, an organization will use its benefits to attract and retain employees. In those instances a reduction of benefits or an unreasonable allocation of employee contributions to reduce medical costs, is not a viable long-term strategy. For organizations like the City of Plano, a more aligned approach is to carefully and effectively manage the health plan, considering the appropriate utilization levels, the cost of medical care and the ability to manage or prevent unnecessary conditions or treatment. The ability to better align expenditures for medical care, workers compensation, preventive care and self health management offers great opportunities for reduced cost increases into the next decade.
Current beliefs are that an on-site medical clinic provides the 'home base' to disperse medical care, knowledge and -through its professional and patient centered staff- can have the greatest impact and motivation to get plan participants focused on active health management.

Many companies have carved out components of their medical plan to offer on a direct-pay basis. In a similar vein in which employers do direct-contracting with laboratory and radiology services, primary care is now offered on-site and through a contracted medical professional without the cost of submitting and processing claims. Companies have brought the management of these clinics in-house or prefer to contract with a third party. Companies like CHD-Meridian, and Novia Care are making in-routes into this rediscovered delivery of health services.

Different from the traditional company medical clinics that mostly focused on occupational health, the currently developed clinic concept focuses on occupational health as well as the truly first line medical care among employees, the management of chronic disease conditions and the delivery of preventive health services and information.

Municipal and State authorities have embraced the employee health clinic concept. This study includes findings of clinic site visits to Garland, San Angelo, Amarillo and also refers to a clinic that has been initiated by the Texas Commission on Environmental Quality.

Practiva Health

Practiva Health is a health management company located in Boerne TX. Its principals have a long standing track record in developing preventive and restorative health programs for health care provider, companies and third party payers.

Study Approach

As explained in the original proposal, the study would include feedback and input from the three drivers of health care: the providers (local medical community), the payer (city) and the participants (employees). The agreed-to approach consisted of the following steps:

- Data review
- Peer facility analysis
- Vendor delivery models
- Employee Focus Groups
- Review availability of regional providers
- Legal Considerations for a health clinic
- Create scenario's based on cost effectiveness and employee convenience
- Develop pro-forma 3 years out including operating and start-up costs

In order to provide recommendations to the City regarding the feasibility for an employee health clinic, various aspects were included in the project scope:

- Financial need for the service
- Employee interest in the service
- Options for service delivery
- Precedent for the service and the service approach

Data Review

Information regarding past and present use of the medical claims system, workers comp data, wellness program impact and employee demographics for the City of Plano, were evaluated with the objective to create a compelling story of past successes and future opportunities in health management and cost containment.

The city's medical costs over the period 2002-2005 have been favorable compared to national trends:

Table 1- Year over Year medical cost comparisons (source: UHC)

	Medical paid	% change previous	Rx Paid	% change previous
2002	Med - $10,760,101		RX - $2,384,084	
2003	Med - $10,637,280	- 1%	RX - $2,144,114	- 1%
2004	Med - $8,390,132	-21%	RX - $1,430,199	-33%
2005	Med - $9,018,076	+ 7%	RX - $2,641,694	+85%

We have abstracted from these data the attributable cost percentages for Preventable and Modifiable (P&M) conditions. These P&M costs have been used to determine the cost-effectiveness of preventive health measures and include diagnosis codes related to heart disease, GI problems, Back& Neck conditions, modifiable cancers, mental health and Labor and Delivery related codes. Our experience has been that on average, these 34 P&M diagnoses account for 30% of a company's medical costs. For the City of Plano, P&M costs accounted for 42.7%, 45% and 42.7% of all medical costs for years 2004, 2005, and 2006 YTD respectively.

Utilization of Medical Services.

In general, around 1% of employees and dependents, covered by a medical plan, see their physician on a daily basis. In order to properly forecast a possible clinic utilization we analyzed various usage patterns for those services, anticipated to be provided through a clinic concept.

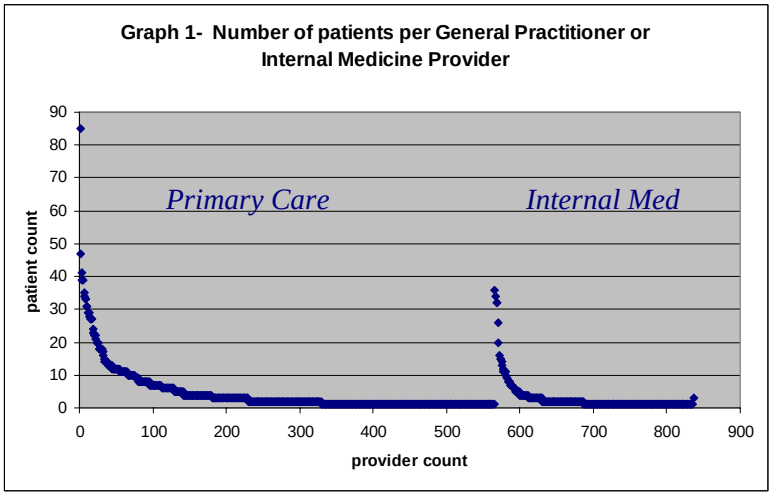
Table 2: Use of medical services (source: UHC)

	2004		2005		2006YTD	
	Employees	Dependent	Employees	Dependent	Employees	Dependent
Category Count	1829	2526	1822	2594	1828	2615
Population percent for daily office visits	1.4%	1.1%	1.5%	1.2%	0.6%	0.5%
Population percent for daily lab test	0.4%	0.3%	0.5%	0.4%	0.2%	0.2%

Provider Distribution

To ensure that an employee health clinic would not unfairly disadvantage one medical provider over another, we compared patient visits for Primary Care and Intern Medicine Physicians for all medical plan participants. The graph below shows that most visits were distributed across a large number of providers. Only one General Practitioner showed a proportionally larger capture of plan participants in his practice (85 patient visits). His location, in a medical complex across the Medical Center of Plano may be impacted by the clinic concept.

Graph 1- City of Plano plan participant distribution (source: UHC)



Wellness Program Impact

The city has adopted a progressive wellness program for well over 10 years. Provided by Medical Center of Plano, the program appears to have favorably impacted the behaviors of the plan participants: we calculated program capture rates for the wellness program of all qualifying employees and spouses of 53% in 2004 and 55% in 2005. The lowest participant rates are in the 18-24 year age group, with consistently high participation rates in the older population. This is in part due to the mandatory participation by Police and Fire department.

Graph 2: Wellness Enrollment by Age. Source (Med. Center of Plano)

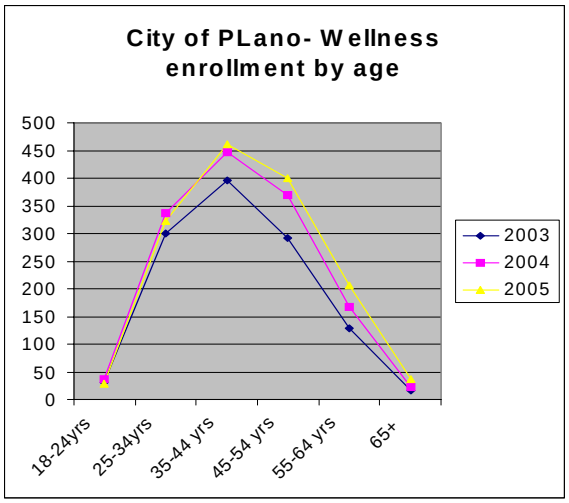


Table 3. Average Employee age. (source: City of Plano)

	2003	2004	2005	2006 YTD
Male	n/a	41.0	42.0	42.1
Female	n/a	44.0	44.7	45.0

A core part of any wellness program is the ability to instill pro-active lifestyle behaviors and adhere to preventive test that can lead to disease prevention. Compliance with early detection screenings among plan participants showed the following:

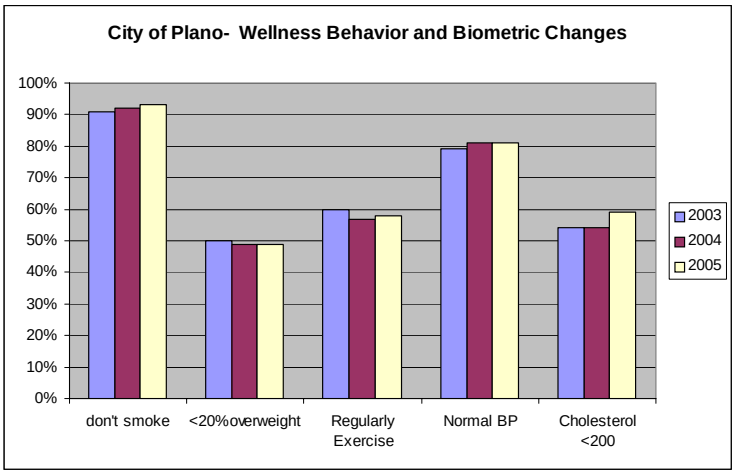
Table 4. Preventive tests completed by year and type. Source: (Med. Center Plano)

	Mammogram-women>39	PAP-women>18	Colonoscopy-parti>49	Routine Physical completed
	Percent completed	Percent completed	Percent completed	Percent completed
2004	75.1%	74.2%	46.0%	62.9%
2005	90.9%	73.4%	50.2%	68.7%
2006YTD	33.5%	34.9%	17.5%	30.3%

While 2006 YTD percentages reflect an incomplete year, overall participation in these types of test, designed to prevent cancer occurrences, exceeds national standards.

The wellness results show slight improvements in health status year over year. Specifically, reported improvements in cholesterol and blood pressure account for greater percentage of participants falling in normal categories.

Graph 3. Lifestyle & Biometric Change results by Year. Source: Med. Center Plano



Prescription (Rx) use related to Lifestyle

In comparing wellness findings to Rx reports, opportunities for continuous health status improvement are evident. For the period 4/05-3/06, 10 % of the paid Rx costs is for anti-hyperlipidemic drugs, 8% of paid Rx costs are for anti-depressants, 6% for GI drugs and 5.5% for anti-diabetic drugs. Another 3.5% of Rx drugs paid are related to anti-hypertensive drugs. Thus, with 1/3rd of total Rx costs attributable to 5 lifestyle-related conditions, the continuous need for changing lifestyles is real.

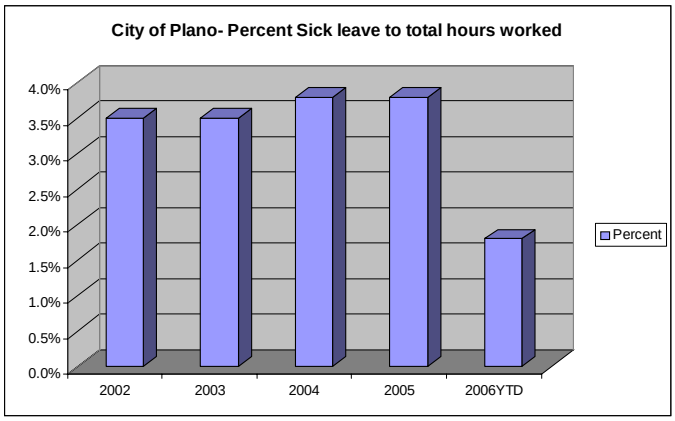
A clinic concept can provide a more conducive opportunity for coaching and counseling by providing credibility, confidence and continuity. By utilizing the multiple resources available within the city improving health can be accomplished through lifestyle change rather than expanded Rx treatment.

An average of 9.4 scripts were dispensed per employee in the '05-'06 plan year at an average cost of $86.44. Of this amount 32% ($28.02) was incurred by the employee. Rx cost for individual scripts – needed to develop a cost/benefit analysis for pharmacy inclusion in the clinic model- could not be identified.

Absenteeism

Absenteeism was evaluated for the years 2002-'06 YTD. The ratio between reported sick leave and total hours worked was stable from year to year and in line with data reported from the Department of Labor.

Graph 4. Sick leave as percent of total work hours. *Source: City of Plano*



One to five percent of the absent employees reported four or fewer hours of sick leave (this may be indicative of a medical office visit). Given the low prevalence, this does not appear a reliable indicator for clinic impact on absenteeism and further investigation will be needed. Other measures, such as self-reported survey data, can be used to be compared to actual clinic waiting times.

Workers Comp considerations

A review of Workers Compensation diagnoses indicates a high usage for police and service departments. Claim types do not show extraordinary conditions and primarily indicate sprains and contusions. Such conditions appear appropriate for treatment in an occupational health clinic. Given the intent to treat in daytime hours only, the proportion of after-hour incidents will need to be further defined.

Table 5. Workers Compensation visits. Source: Concentra Management Report

	Prim Care Cases	Ave. PC visits	Total	Ave visits/day
Year 2004	117	2.6	304	1.2
Year 2005	145	2.4	348	1.4
Year 2006 (annualized)	158	2.5	395	1.6

Employee demographics.

The City of Plano has enjoyed solid economic growth over the years with a growing population inside and outside its boundaries. Travel and logistics need to be considered in any plan the City proposes and the current health clinic consideration is no different from a perspective of employee usage. We identified the major residential hubs for employees. A further review of drive times from home to a clinic location and from a work location to a clinic location will need to be factored in the clinic usage projections. The below zip-code based clusters of 20 employees or more capture 67% of all employees.

Table 6. Employee residence concentration by Zip. Source: City of Plano

Zip code	EE Count	City
75074 Count	182	Plano
75023 Count	129	Plano
75002 Count	126	Allen
75098 Count	92	Wylie
75025 Count	77	Plano
75070 Count	76	McKInney
75075 Count	74	Plano
75071 Count	47	McKinney
75069 Count	44	McKinney
75093 Count	37	Plano
75035 Count	37	Frisco
75407 Count	33	Princeton
75495 Count	32	Van Alstyne
75409 Count	28	Anna
75068 Count	28	Little Elm
75442 Count	27	Farmersville
75044 Count	25	Garland
75013 Count	25	Allen
75048 Count	24	Sachse
75040 Count	23	Garland
75024 Count	23	Plano
75094 Count	21	Plano

Review of Peer Clinics and Local Providers

During the month of July 2006 several clinics, including those operated by peer municipalities, were contacted with site visits conducted to some (see; Appendix A for clinic reviews). Key findings are:

- On-site clinics are appreciated by employees. They use the services because of lowered costs and reduced waiting times. While the flow and appointment scheduling vary between clinics, the ability to call and be seen within a short time span – thus reducing time away from work- drove considerations for employees and supervisors.
- In all cases, the staffing is considered critical in regard to quality and ability to communicate to patients.
- All clinics maintain a day-time opening schedule. After-hour and weekend care is delivered through existing medical facilities (walk-in clinics, ER, etc.). The fact that most medical care is sought during business hours was confirmed in the focus groups.
- Participant cost to a municipal employee clinic is free. The employee health clinic at the City of San Angelo also underwrites the cost of clinic initiated follow up tests. Managed clinics by national providers charge a nominal payment for clinic use.
- The scope of services provided at the on-site health clinics has expanded from traditional job injury care to first-line medical attention, chronic disease management and wellness programs to reduce health risks. Several clinics are currently considering adding physical conditioning and physical therapy.
- Not every clinic includes a pharmacy service; while it has been well received by employees, concerns about cost effectiveness, attraction for crime and the added administrative costs are consideration to be weighed by the sponsor.
- An opportunity to partner with the Collin County Adult Clinic is evaluated; a preliminary walk-through with their staff of volunteers showed that all needed features are present in the floor plan and adjacency to City Hall is favorable. However, concerns regarding the mixing of populations, the cost to update the clinic, and other public relations issues will need to be carefully reviewed. Employees are very sensitive to a distinction between an employee health clinic and a city public health clinic.
- Key medical providers in the area, Medical Center of Plano and Presbyterian Hospital are in support of this concept and do not perceive this as a medical conflict. The Medical Center of Plano offers an occupational health approach but its scope does not appear comprehensive enough to meet the needs of the City.
- In an attempt to consider coordination of services with Collin County, it was noted that the County operates a clinic in McKinney and does not have a need to service its employees in a remote location. This clinic, in partnership with the County Health department, is operated by the County and has been in operation for several years.
- Attempts to approach the PISD for partnering did not yield a response.
- A search of State of Texas initiatives shows that clinics in the Texas Capitol Complex and a recently opened clinic for the Texas Commission on Environmental Quality have received a positive reception by its employees.

Employee Focus Groups

Five sessions were scheduled during the week of August 15, 2006 to receive employee input regarding the clinic concept. A random sample of employees was invited to one of five sessions of one hour in length. The sessions were held at locations throughout the city to encourage participation. While a general content outline was followed, the objective was to follow employee discussions around the topic of health care and the clinic concept.

Findings.

Most participants showed their satisfaction with the current health plan, provided by the City. Areas of concern were pharmacy costs, co-pay amounts, limited dental coverage and sometimes long waiting times at the provider offices. Positive aspects of the plan were the relative low co-pays, the expansive network options, and the flexible spending account option.

Self-reported Utilization

Most people reported to seek medical care during work hours or shortly thereafter. Only six percent of the visits mentioned were conducted after hours.

Currently, the reported average time for a routine office visit was 1.9 hours (ranging from 45 minutes to four hours).

Among participants, over 50% of all medical visits reported for 2006 YTD were related to routine problems (headaches, allergies, skin problems, colds, flu, etc.). This is in line with overall claims utilization data, showing 1.5- 1.6 office visits per participant. An average 2.1 children's doctor visits took place in the past 7 months.

Clinic design

A floor plan for a sample clinic layout elicited favorable responses (Appendix B). People prefer a concept of quick in and out, a comprehensive approach to have their medical needs met and a simple flow for services. The clinic components of primary care, injury care, pharmacy and chronic disease management and wellness were favorably received.

Some participants voiced a need for X-ray capabilities. Other voiced concerns included the interplay of the clinic staff with other physicians, how to control waiting times and a confirmation that the clinic would be an option to the primary physician. Few parents indicated that they would bring their child to the clinic.

A response gap was created by the low turnout of spouses- the indirect questioning of employees regarding spouse use of the clinic provided inclusive answers. A subsequent intent to contact spouses through a brief phone call was rejected by City officials.

Staffing

In regard to clinic staffing, opinions varied. Some people feel that a physician on site would be a requirement for them to use the clinic, while others are more than satisfied by the work of a nurse practitioner who can work under medical oversight. In all cases, value was seen in having a personalized staff with knowledge of your medical history who can effectively see you in the clinic.

In conjunction with the staffing preferences, concerns about quality and appearance were addressed. The clinic should be presented for employees and dependents only and should be equivalent to primary care physicians in look and range of services.

Employee Contributions.

While most municipality clinics provide this service at no cost to their plan participants, the City of Plano would consider levying a minimal charge for employees to use the clinic. As far as clinic use and cost, the following responses were tabulated:

Table 7. Employee interest in Clinic. (source: focus group)

	Very Likely	Likely	Unlikely
Use clinic at same cost as plan	40.0%	48.0%	12.0%
Use clinic at no or minimal cost	84.0%	4.0%	8.0%

The above responses show a greater concept acceptance with fees lower than what is customary for the plan (from 40% very likely to 84% very likely) while the unlikely category does not change a lot.

Incentives for good health

At the conclusion of the sessions, the topic of graduated premiums was discussed; participants were asked if they were favorable of a premium reduction for those plan participants that put forth efforts to maintain a healthier lifestyle. Sixty (60) percent were very favorable to this concept with 24 % somewhat and 12% not favorable to such a good health incentive.

Legal Considerations

As medical costs –in line with national trends- continue to become an ever greater component of an organization's budget, offering services that benefit and convenience employees and reduce the City's costs are well warranted for consideration. By taking ownership in aspects of the medical and health components that are inherent to a substantial and established employee base, the City obtains greater transparency on how dollars are spent and utilization is managed.

Against the cost and convenience rationale, the legal impacts need to be viewed. Concerns have been posed for additional liability exposure. A review of case law sources by Practiva Health's legal council –while not exhaustive- did not return any current or historical cases regarding liability cases in employee health clinic settings.

Ways by which the City can minimize its exposure:

- Under the Texas Civil Practice and Remedies code the City's liability is limited by the Tort cap.
- If the clinic service becomes part of the plan document, the plan document can include an arbitration clause for dispute resolutions.
- Ensure that medical staff carries appropriate professional liability insurance.
- Establish out-referral patterns for those cases that extend beyond primary care services (i.e. STD determination, return-to-work evaluations, impairment ratings, random drug testing).
- Obtain appropriate licensure for medical services (laboratory, pre-employment).

Further feedback from the City legal department will be required to ensure optimal positioning of this service.

The visited facilities were managed internally with key medical staff as independent contractors. Conversely, several for-profit organizations who have implemented onsite medical clinics, opt for a commercially managed facility.

Review Conclusions

- An employee health clinic can deliver key services that are currently delivered through the medical plan at a lower cost to the employer and to the user.
- Employees are in favor of a health clinic 84% of the time if offered at lower cost.
- Peer clinics are in operation and have been received well.
- Opportunities to coordinate and integrate medical and health services provide opportunities for cost savings and enhancing a health conscious culture among city employees and dependents.
- An employee health clinic is not perceived negatively by key medical providers in the area.
- An employee health clinic does not appear to significantly impact medical providers in the Plano area in general.
- Cost containment impacts from an employee clinic initiative are multiple:
    - Cost control for services delivered at the clinic for medical and workers compensation conditions
    - Steerage of services that are to be referred out (direct contracting with secondary providers)
    - Control of prescription use for clinic related services
    - Compliance with medical care and Rx use for clinic initiated services
    - Reduced time-away from work related to primary medical needs
    - Improved population health management through providing a care continuum between preventive services, medical care and chronic disease management.
- A staged roll-out for a clinic -with core services offered first- appears most appropriate.
- No legal cases against a clinic concept are apparent.

Clinic Concept

The clinic will be located in close proximity to the major employee locations. The clinic will minimally need 2000- 2500 square feet and will be staffed during regular work hours. Staffing will consist of hired or contracted licensed health care professionals under direct supervision of a board certified primary care physician. The following minimum requirements are considered to ensure optimal clinic use:

- Convenience for employees and dependents
- Adequate parking space (including occasional work vehicles)
- Pleasant and established ambiance
- Easy flow of patient care
- Ability to address the following
    - On-the-job injuries
    - First level primary care (daily small medical issues)
    - Chronic disease management participants
    - Wellness and health promotion
    - Pharmacy services

The clinic is anticipated to be utilized by employees and their dependents that are part of the medical plan as well as approximately 200 retirees. The inclusion of app. 153 employees not on the medical plan needs to be addressed. While medical costs may not be impacted, productivity benefits for this group could still be attained by providing access to the clinic, especially since under worker compensation regulations, services will need to be provided.

Locations Considered.

During the course of the study, several locations have been reviewed; medical office space is available in buildings around City Hall as well as in central locations between the major employee hubs (15th & Coit). A 4,000 sq.ft. vacant health clinic facility is available for immediate occupancy and meets all project requirements.

The Clinic as the Driver for Improving the City's Health Status.

Aggressive cost containment strategies drive multiple health initiatives for the City. With a long-standing history of providing well-received health benefits and wellness services, coordination of these services for maximal impact will be needed going forward. By utilizing a professional staff, medical initiatives can be coordinated with the highest levels of credibility. Increased utilization of available city resources can be enhanced, and absenteeism due to needed medical care can be minimized. A clinic can be the home base, where multiple health initiatives are initiated and implemented into the organization.

In discussion with the City Health Department, a secondary consideration is to include the clinic for triage and surge in the event of natural or man-made disasters and as a location for conducting community/employee health training and vaccination clinics. At some point, the clinic could be used as a distribution point for meds/vaccines and perhaps further down the line, expanded services to include underinsured/uninsured patient care and basic community public health.

The Options available.
After the need and opportunity for an employee health clinic was determined, various options for development and implementation were considered (see: Appendix A for write-up on various clinics). Among those are:

1. **Stand-alone dedicated employee health clinic**- this approach considers a dedicated facility for employees and their dependents. The facility to be staffed by employed or contracted employees. The City would control the operations and oversee the daily operations
2. **Partnering with an existing clinic**-
   The Collin County Adult Clinic (CCAC). This is a voluntary clinic for Plano residents who are not able to afford medical insurance. The facility is within a 5-minute drive from city hall and has ample parking available.
   a. Private physician office- Several inquiries by physicians regarding a possible blending of the employee health clinic concept with an existing physician practice were received and responded to.
3. **Contracting with a medical management company**-
   a. Several national providers specialize in employee health clinic management in the corporate environment. Companies evaluated were I-Trax, Novia Health. In evaluating the business propositions, it appears that this option would be viable if no internal management was available or if privacy and liability concerns preclude any company involvement. Financially, each company charges a management fee and charges back all operating expenses, inclusive of staffing cost, to the client. A pro-forma for this approach is forthcoming.
   b. Commercial retail clinics are entering the Plano market providing medical care in large chain stores. RediClinic (a subsidiary of InterFit) is planning two facilities in the area, while local company MedXpress plans to open 25 retail health clinics in North Texas within the next five years, starting with its first facility inside Carnival's planned flagship store in Oak Cliff. In addition to the convenience factor, average cost per visit is listed as $45-$50. The business philosophy does not appear to be in parallel to the City of Plano's needs.

Following are 3 scenarios for the City of Plano to consider meeting the objective of offering a cost effective employee health clinic;

1. A stand-alone facility, managed by the city
2. A partnering option with a community-based center
3. A managed facility by a national vendor

. Each scenario offers pro have and con's and will be summarized in a final recommendation in the end of this report section.

Scenario 1- Self managed, free-standing clinic for exclusive use of the employees and covered dependents of the City of Plano.

Clinic Justification (see; Pro-Forma Appendix D- Owned Clinic).
To determine the cost effectiveness of an on-site clinic from a financial perspective we compared the line-item costs of projected clinic services that would be paid if received under the current medical, workers comp., and vendor contracts, versus what these services would cost when provided by a retained staff and a managed facility. The difference is considered as the financial benefit to the City. The outside costs are listed for each service line as "System costs- in-network" in the Financial model in the section "re-directed revenues".

Re-directed Revenues- Line Item clarification

- Medical Claims.

Costs- The utilization reports, generated by UHC were used as a cost basis. We calculated average cost per office visit for years 2004, 2005 and 2006YTD. With little difference between employee and dependent cost, we did not further pro-rate these costs. We used the same approach for determining lab costs.

Projected Utilization- We used the UHC utilization report to calculate percent of employees and dependents utilizing office visits per day (Appendix C). The calculated 1.1 -1.5% range over years '04, '05 and extrapolated '06 was then used to determine the daily visit volume for the City of Plano plan participants. On average, a slighter higher utilization rate for employees was noted than for dependents. We used annualized 2006 utilization date to determine office visits use for employees and dependents. From the employee focus groups we determined likelihood of those daily visits to be conducted at the clinic if the costs were lower or none (84%). We multiplied the maximum volume estimate with the obtained percentage to determine a reasonable maximum capacity for the clinic. The volume projection was further adjusted to a 40% estimated clinic use by dependents given that dependents have slightly lower utilization rates and the fact that this segment was not represented in the focus groups. In the model, a ramp-up rate of an average one patient per day per month is assumed.

Table 8. Clinic Capacity Estimates. Source UHC and focus groups

	2006 (annualized)	
	Employees	**Dependent**
Category Count	1828	2615
Use percent for daily office visits	1.2%	1.0%
All daily office visits	22	26
Clinic interest	84.0%	40.0%
Daily maximal clinic projection	18	10

The lab volume was calculated from the utilization report (0.6 labs per office visit) and adjusted based on clinic volume.

We assumed on average 20 clinic days in a month.

- Pre-employment physicals.

We annualized pre-employment physicals from information obtained by the HR department and meetings with Fire and Police departments. Costs were obtained from the existing provider contract and were averaged out since a specific type by volume calculation could not be made.

- Worker Compensation Visits.

Annual volumes were calculated from the 2006 YTD Concentra management report. Costs per WC test type were calculated and used to determine and average cost. The volume was then adjusted to a daily visit rate.

- Wellness Costs.

The city has an annual wellness budget of $132,000 that is primarily serviced by the Medical Center of Plano. We distilled out key components of this budget: biometrics testing, health risk survey, and counseling and education. We allocated this budget as a monthly cost ($11,000) in the re-directed revenues section and reflected the key components as line items in the clinic operating budget. While the current program reaches between 52 and 55% of Employees and spouses, the wellness line item costs assume a 75% reach of this target audience at 89% of current wellness budget.

- Absenteeism.

Absenteeism impact from medical care was calculated from the focus group responses. This group reported an average time for a doctor's visit (travel time, waiting time and contact time) of 1.9 hours. We estimated that on average this could be reduced to 1 hour for an employee clinic visit and using .9 hours as average visit time savings. This was only applied to the estimated employee visits (65% of projected visits). From the employee salary listing we calculated the median hourly labor cost of $20.24.

For all re-directed cost components we allowed an annual 10% cost increase for years 2 and 3, in line with projected national health care claims increases (Kaiser Family Foundation, Hewitt). We allowed for 4% annual salary increases for the same periods.

- Co-pay contribution.

The city is of the belief that a greater buy-in can be expected when every party is committed. The model thus estimates the contribution of a minimal co-payment from attending employees. From the focus groups there was a universal acceptance that a minimal co-pay would be charged and has been included in the volume projections.

Operating Cost assumptions.

- Staffing

Based on the feedback of currently operating clinics, we developed a staffing model for the start-up mode consisting of a nurse practitioner as the core practitioner (full time) with medical oversight by a part-time physician and a nurse and technician as technical support staff. This approach was further acknowledged from the focus groups who –in general- appear satisfied with the treatment by a Nurse Practitioner for minor health care issues and discussions with existing clinic operators.

During the ramp-up phase the staffing schedule is fairly generous to allow for partial day openings (adjusting for low volumes) and the fact that during the initial phase the staff will engage in 'marketing and promotional initiatives' for the clinic.

For the first 2 years the staffing schedule includes time off for vacation and sick leave, while in year 3 –when the clinic is at maximum capacity- a 1.1 factor is calculated for fulltime staff replacement for vacation and illness.

- Rent + Common Area Maintenance (CAM) charges

Based on the review of various clinics, for the estimated capacity a total of 2100 square feet was assumed, consisting of the following components:

  - 5 exam rooms
  - Nurse's station
  - Lab draw and vital sign collection station
  - Wellness education area
  - Waiting room and reception area
  - Health Risk Assessment area
  - Administrative offices

The square footage cost was estimated based on open market –non-negotiated- lease rates for similar facilities.

- Utilities- based on City standards
- Supplies. Includes technical and office supplies. This cost will need to be fine-tuned once the clinic is in operations (Appendix E- Supplies).
- Laboratory Costs. Based on open book pricing received from the City's current lab provider Quest Diagnostics. Given the extensive listing, an average cost of $25 per lab test was considered.
- Uniforms. Given the importance for a professional staff, a cost allocations towards medical uniforms, ensures the standardized appearance of the staff.
- Debt Service. Monthly allocated cost to cover Capital Expense items (Appendix E- Capital Costs). Amortizations of cost were determined as follows:
  - Medical furniture - 5 years
  - Software - 3 years
  - Hardware - 5 years
  - Facility build-out at $25 sq.ft. - 10 years
  - Implementation management - 5 years
- Insurance- Professional. Professional Liability insurance for medical provider. This is a ramped up rate over four years to adjust for increased volume and maturing after year 4.
- Insurance- Liability. Standard liability coverage as per City recommendations
- Clinic Management software- commercial clinic management package on a licensing rate. Several clinics use an electronic record system; costs for this have not been included.
- Wellness Survey, Labs, Classes- Components of the City of Plano wellness program to be provided under auspices of the clinic. The aggregate cost will allow for a part-time coordinator to manage and champion the program with the intent to integrate these services with the medical delivery system.
- Phone system- based on City standards
- Cleaning & maintenance- based on City standards
- Security- based on City standards
- Oversight and Management- allocated cost for City-assigned official to provide the administrative oversight and support for the clinic

Cost Benefit Analysis

A fully loaded pro-forma including market value lease rates and staffing models was developed to reflect true cost of a clinic to the City. The three-year pro-forma shows a first year loss when comparing clinic operations and savings from outsourced services of $47,262. The listed savings include cost reductions obtained through medical claim cost avoidance, workers compensation claims cost avoidance, reduced time away from work and the nominal employee contribution for services. Year two shows a cost savings of $195,893 increasing to $ 225,703 in year three when the clinic runs at capacity for a full year.

The analysis includes a 10% annual trend increase for re-directed medical care except for pre-employment physicals, workers compensation fees or wellness programs. Salary costs for fulltime employees are increased annually by 4% as per national trend.

Intangible Savings

- Not included in this analysis is the improved medical care obtained by a greater –and more coordinated- emphasis on care delivery and the management of chronic disease conditions. Such savings will be tracked over time in conjunction with the plan administrator.
- Cost savings from steerage are also not accounted for in these assumptions. Both considerations -while intangible at this time- can be significant upsides to a clinic concept.
- Providing care through a personalized staff will greatly enhance medical compliance.
- Using wellness data to enhance a patient's profile will provide better and more effective care from the care provider.

The cost/benefit analysis excluded the following components:

Pharmacy Services:

While pharmacy services were a desired clinic aspect in the focus groups, the business case for it is not clear at this time:

1. This study could not conclusively identify cost savings on drug purchases since the RX cost reports received from the City did not provide sufficient detail and the fact that many prescriptions would still be purchased through existing channels (mail order, non-routine and non-maintenance prescriptions).
2. The utilization of pharmacy services will be greatly dependent on the clinic use by dependents; without a clear understanding of the amount of dependent participation, utilization patterns could not be established.
3. Discussions with Scott & White Pharmacy Services, a major provider for peer clinic pharmacy services, suggest to carefully weigh the pro's and con's of including pharmacy services. Concerns for abuse, added staffing and security need to be considered, especially if the organizing entity does not have a previous experience with an on-site pharmacy.
4. Recognizing that even with a pharmacy component, only a limited array of medications would be made available, the actual cost savings impact could not be established.
5. Low-investment alternatives are available for the clinic through:
    a. Home/work delivery of prescription drugs can be obtained through a local vendor at a guaranteed competitive rate.
    b. Starter packets for clinics have been created through PBM services to DEA licensed professionals that work in a clinic setting.
    c. Retail vendors who are market testing significantly reduced generic drug offerings.

Based on the above factors, the clinic pro-forma was developed with pharmacy considerations at a later phase.

X-ray services:
While one of the considered locations has a built-out X-ray center, utilization for outpatient X-ray services do not warrant an up front investment at this time. For the entire plan, 1014 and 1207 X-ray studies were ordered in 2004 and 2005 respectively through the health plan with an undetermined count for Workers Compensation cases. A needs assessment for this service is recommended for the second year of operation.

Scenario 2- Leasing from the Collin County Adult Clinic, located at Park and Avenue K.

1. The CCAC has been in operations as a voluntary organization, taking care of medical needs of the uninsured in Collin County. The app. 4000 square foot facility contains a waiting/reception area, 10 exam rooms, a small pharmacy, a hazard containment room and several education facilities. It operates the clinic on Thursday night only. Staffing is with voluntary health professionals. The center is overseen by a voluntary board and managed by Julia Grier RN. Opportunities to expand with increased volumes exist. Operating costs are generated from donations and other community support. The CCAC's interest in supporting the City's concept is to provide funding opportunities for ongoing clinic operations.

The CCAC board has proposed a lease for the space for any day except Thursday on an as-is basis and for a monthly rental fee of $6000.00 inclusive of utilities and maintenance (Appendix D-Partnered Clinic)

Advantages and disadvantages.
An arrangement with the CCAC poses various advantages:

- An existing clinic setting that can be occupied almost on a turn-key basis
- Deploying city specific staffing
- The ability to meet the needs of the City of Plano Emergency Health objectives
- A experienced resource for medical care for the city

Disadvantages for this arrangement are:

- Clinic availability for four work days only (this will impact volume projections and has been accounted for in the financial impact). Replacing the Thursday access with a weekend day does not provide a viable alternative given that most people seek medical during or around their work schedule and workers compensation needs require immediate care.
- The association of the City Employee Health Clinic with a 'free' clinic may impact the employee impression regarding quality and may reduce participation volumes. The impression that the clinic provides 'discount' services needs to be avoided at all cost.
- Physical plant improvements needed to raise the services level and service environment that would meet City expectations are:
    - Increase water and drain supply to all exam offices
    - Enhance the ambiance of the clinic to resemble more of a primary care practitioner or Internist office.
    - Establish operating procedure requirements to meet City standards
    - Ensure record privacy in light of multiple tenant use of the facility

While the basic cost analysis approach remains the same as for Scenario 1, the additional costs and the volume adjustments based on a 4-day a week schedule have been accounted for.

2. A preliminary discussion was conducted with a local physician group to include the clinic as an extension from the currently established clinic. Limited logistic, invoicing, and space considerations caused the provider group to withdraw their initial interest. Other considerations for not pursuing this arrangement related to issues of prompt service and short waiting times. Most physicians in private practice need to make hospital rounds and provide after-hour coverage. Also, under the current reimbursement system, office patients are frequently overbooked –in case of cancellations- in order to optimize time utilization. These factors contradict the rationale for the employee clinic concept.

Scenario 3- A managed employee health clinic.

A third consideration is to contract with a third party to run the clinic. To that extent a pro-forma prepared by Novia Care was used and was based on identical utilization rates and ram-ups as the fully owned facility (Appendix D- Managed Clinic). A second management firm (CHD Ceridian) was unable to provide the financial details needed to build a comparable pro-forma.

The Novia Care information was converted to a 3-year growth pro-forma. Their staffing schedules are reduced to a physician, nurse and administrative person. The medical staff are assigned and costed out on an hourly basis, at an all-inclusive hourly rate. The same ramp-up of users was considered in the build-up of participants.

Key cost driver for the clinic is the management fee. This fee reportedly includes a provision for a detailed wellness and disease management program. The clinic-managed pro-forma excludes therefore the wellness and disease management line items.

Staffing patterns have been adjusted to reflect monthly hours worked versus full-time equivalents (as used for the clinic-owned scenario).

Scenario Comparisons

	Owned Clinic	Partnered Clinic- CCAC	Managed Clinic
Cost Impact	Cost to deliver key services internally compared to 'purchased services' shows first year loss followed by positive gains from year two on. Costs will be further defined once a site is selected, staffing model has been agreed on and bidding process fine-tunes cost items. Clinic costs include amortized start-up costs. The estimated cost for the city range from $594,943 in year 1 to $727,912 and $880,299 in years 2 and 3, respectively. In light of contained costs for medical, workers compensation, absenteeism and disease management, this compares to a year-1 loss of $47,262 and a gain of $195,893 in year 2 and $225,703 in year 3. A start-up cost of $148,950 is projected. This cost to be detailed during budget process.	Net operating costs are lower despite an increased rental rate. Total costs are offset by a reduction in staffing costs due to the reduced patient volume from a 4 days a week schedule. Net clinic costs grow from $565,051 in Year 1 to $647,007 and $757,584 in years 2 and 3 respectively. However, the lower volume due to the 4-day/week schedule will reduce the anticipated savings on medical and workers comp costs: -$100,506 in year 1, $73,460 in year 2 and $44,560 in year 3.	Cost are driven by PEPM management fee without significant cost advantages for line item expenses. Management proposals reviewed to date do not consider the fully loaded model but rather focus on technical & variable costs. Management fee structure is based on PEPM (Novia Care) or on percent of staffing costs (Ceridian). Costs are substantially higher than the owned-clinic approach. Fully loaded, the annual costs for to the City are expected to range from $1M in year 1 to $1.19 and $1.25M in years 2 and 3, respectively. No cost savings from current delivery system occur from this approach.
Implementation Considerations	Will need outside expertise during start-up, promotion and staffing selection. Basic features such as implementation schedule, timeline, communications materials, operations guidelines, P&P's will need to be developed	Expertise is available through current clinic management. Physical enhancement to this clinic may provide logistic challenges while the clinic is in operation. Basic features such as implementation schedule, timeline, communications materials, operations guidelines, Policies & Procedures will need to be developed. Blending two different operations philosophies into one clinic will add challenges over time The limited schedule will impact the clinic volume and is unlikely to be offset by a alternative weekend schedule.	Only oversight from City will be needed; management company proposes to execute details.
Tie-in with City needs	Full clinic control allows for alignment of services and staff with City philosophy. Tasks can be assigned to optimally integrate the clinic with City needs	Clinic can be aligned with City needs.	An arms length relationship will reduce the control that the City will have over the clinic; not from a quality delivery standpoint but more from an integration with other city needs, i.e. patient turn-around time, added services, patient follow up, waiting times.
Image	The clinic will be perceived as the City employee health clinic and can be solely promoted as 'by the city, for the city'. Staff will be known to be caring, professional and focused on employee and City needs.	The multiple uses of this clinic may confuse the employees or negatively impress them. Shared control may create operational conflicts down the line.	The clinic will be City employee health clinic and can be solely promoted as such. However, integrations within the other city functions may be more complex than city owned.
Legal Impact	City carries liability except for professional liability for the medical practitioners	City carries liability except for professional liability for the medical practitioners and may have additional exposure from CCAC users	City carries exposure but some mitigated by the management company.

Recommendations

Based on the current review of the available data, the review of peer facilities, the future trends in medical care and the employee interests, this study recommends the following:

1. Develop and internally manage a ***free-standing employee health clinic***, operated in one of the currently available vacant medical facilities or a facility already owned by the city.
2. All services to be provided on a ***voluntary basis*** and as an adjunct to currently used medical care.
3. ***Services to be provided*** should pertain to:
    a. Primary medical care for employees and dependents
    b. Basic laboratory services with processing components by CLIA certified labs
    c. Initial assessment of work related injuries and follow up care of post-acute states
    d. Routine pre-employment physicals, i.e. DOT exams, drug testing, standard physical exams. Those requiring nationally recognized testing protocols will be referred to appropriate specialty providers.
    e. Chronic disease management care to include routine check-ups, follow up visits for medication adjustments
    f. Routine children's care (considerations for a minimum age requirement to be considered)
    g. Wellness services to include health risk assessments, education and risk factor coaching, integrated with medical care.

    Services related to Pharmacy and X-ray services to be considered after actual use patterns have been established.
4. Positioning of the clinic as the ***center of the City's health initiatives*** to ensure optimal medical and health use and to create a culture of good health. Integration of preventive screening and educational tools (health risk surveys, health coaching results) with medical evaluation and treatment will be critical to obtain maximal impact of health care spending.
5. A minimal ***co-pay for routine medical services*** to be charged, excluding those conditions related to worker compensation conditions. For the 153 employees not covered by the medical plan, a slightly higher co-pay can be established.
6. A staffing panel that has oversight by a ***part-time board-certified physician***
7. The ***clinic staff*** to be championed by a nurse practitioner and supported by a nurse, technician and office person with expertise in general practice, private office setting and an extensive interest and commitment to preventive and wellness care.
8. With all of the long-term financial justification of the facility stemming from medical cost containment and worker compensation impact, it stands to reason that the ***organizational oversight*** needs to reside within these departments. All visited municipality clinics provide this service under the auspices of the risk department. Given the interest and motivation, the City's Risk department would be the preferred facility management entity. A detailed task description will need to be developed during the implementation phase.
9. Given that the savings for the clinic are a construct and cannot be actually shown in future years, the City needs to create and agree to a set of baseline parameters by which the ***clinic impact will and can be measured in the future***. This to avoid future clinic reviews to be focused on costs only. Such a set of parameters will need to be drafted from medical claims, workers compensation, absenteeism and overall employee health status and will likely be compared to trended industry data. Furthermore, any changes in plan design, vendor considerations will need to be tracked and included in future cost justification.

10. A plan to provide incentives to employees who adopt healthy lifestyles should be developed to increase overall health awareness and use of the clinic as a primary resource.
11. All costs are non-negotiated. Additional cost reduction opportunities will occur through a negotiations process and pursuing cooperative buying opportunities.

Next Steps

1. Council approval to adopt the Recommendations
2. Assign Project Coordinator and City oversight process
3. Develop an implementation plan with key milestones and timelines
4. Council to approve development budget- a further detailing of feasibility study pro-forma
5. Create and execute implementation process to include:
    a. Site selection and build-out
    b. Staffing and recruiting
    c. Operational processes and policies
    d. Marketing and communications plan
    e. Licensing and regulatory requirement compliance
    f. Grand opening event

2006-2007 Commitment

Assuming an approximate January/ February 2007 target date to coincide with the new medical plan year, the following milestones will need to be met.

Item	Description	Completion Date	Cost Commitment
Internal approval of Clinic initiative	Administrative Sign-off on the concept fit with other health initiatives	October '06	
Council Approval of Clinic initiative	Formal sign-off and community announcement	November '06	
Implementation team	Assign internal and external people for project implementation	November '06	$35,000 from capital budget
Secure and prepare site	Current real estate listing show applicable vacancies; lease terms to be negotiated, building improvements, outfitting of clinic	November/ December '06	$148,950 as per capital item listing
Staffing	Develop job descriptions, staffing schedule and select staff	December '06	Possible sign-on bonus
Operations	Develop policies & procedures. Outline regulatory requirements	December '06	Year 1 budget
Marketing & promotion	Internal announcement of new service, staff, etc	January '07	Year 1 budget
Contingency Planning	Consider a phased implementation; i.e. workers compensation and wellness services first, followed by full clinic capabilities	January '07	
Grand opening	Soft opening during move-in; public opening after 2 months	First quarter 2007	Year 1 budget

Follow up I- Quantitative Employee Survey

Upon Council request in the fall of 2006, additional information was collected regarding employee interest in using the clinic in order to further establish the validity of the Employee Health Clinic Concept.

Approach.

A five-question survey was designed to solicit quantitative interest data for the Employee Health Clinic among employees, dependents and retirees. The intent of the survey was to verify already obtained qualitative information from the employee focus groups. The survey was distributed on the Internet using the Target software that reaches app. 1 in 3 employees. In addition, hard copies were distributed to most departments and made available during an employee social function. The survey was conducted in the latter part of November, and at the December 14th. employee luncheon.

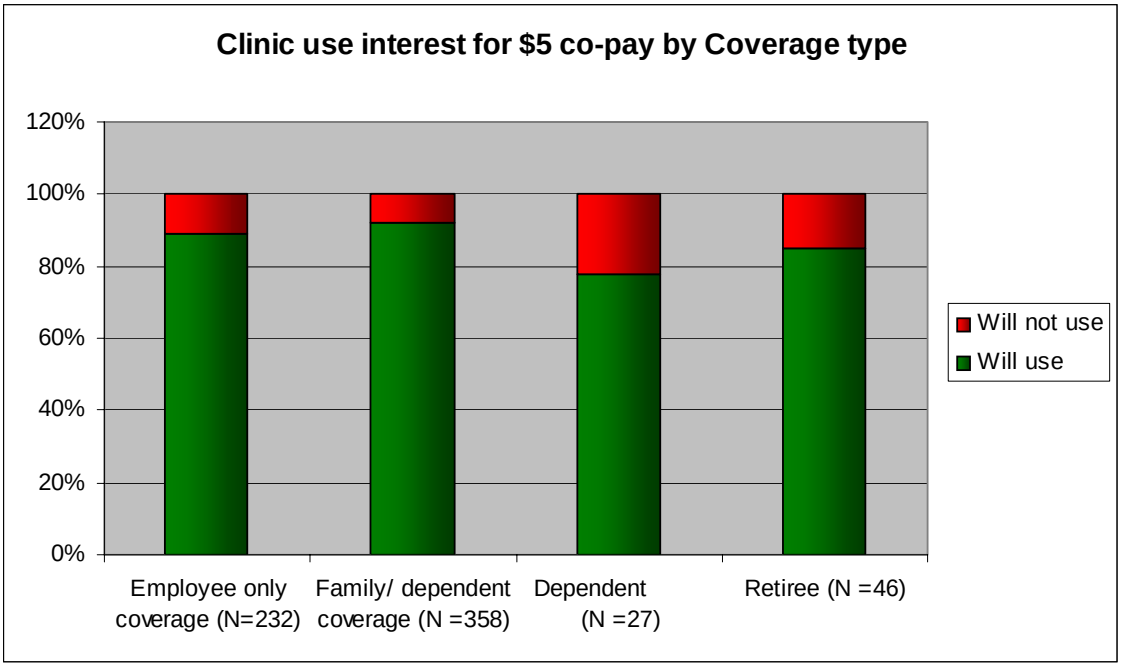
Questionnaire results were anonymous with only zip code and department code as a means to stratify results. Descriptive statistics were used to generate response rates and analysis.

Findings.

A total of 693 usable surveys were returned. This comprises 32% of all employees. Data for partially completed surveys were included for those parameters for which responses were available. From the total, 623 respondents (90%) were in favor of the clinic while 70 were not

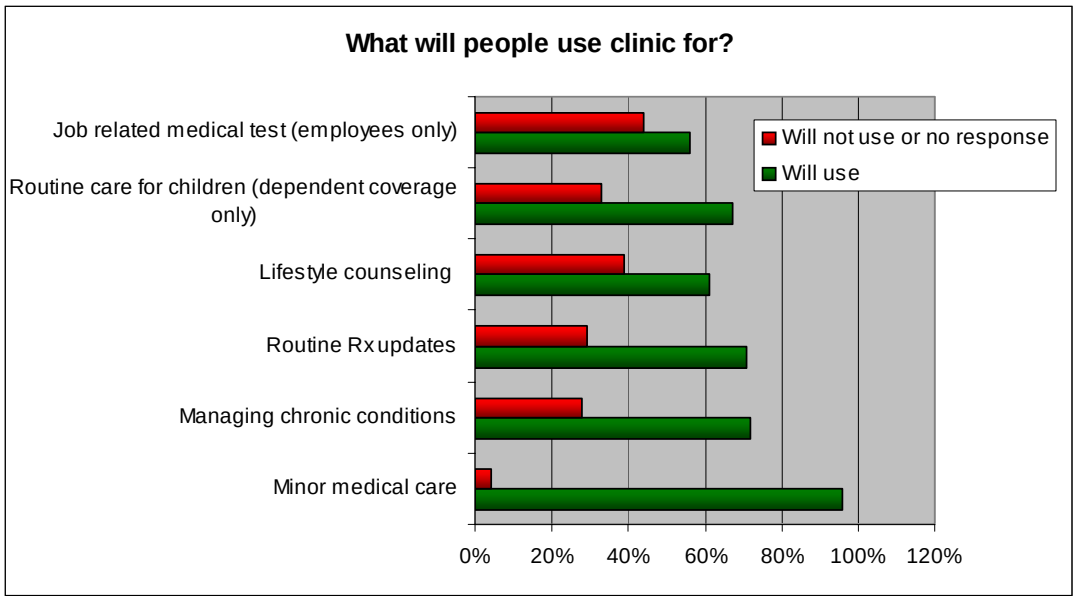
Specifically the following questions could be answered from the survey data.

Who will be using the Clinic services and to what extent



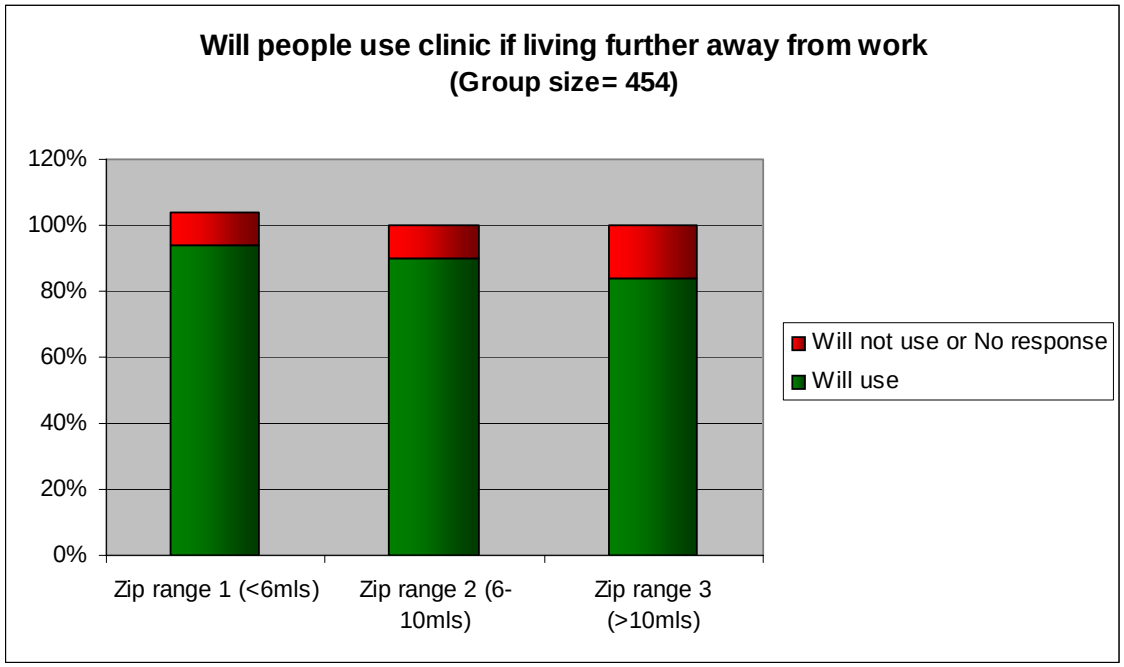
Ninety percent of the single and family covered employees plan to use the clinic. Not surprisingly, interest among dependents is slightly lower with retirees reporting an interest of 85%.

What services are more likely to be used?

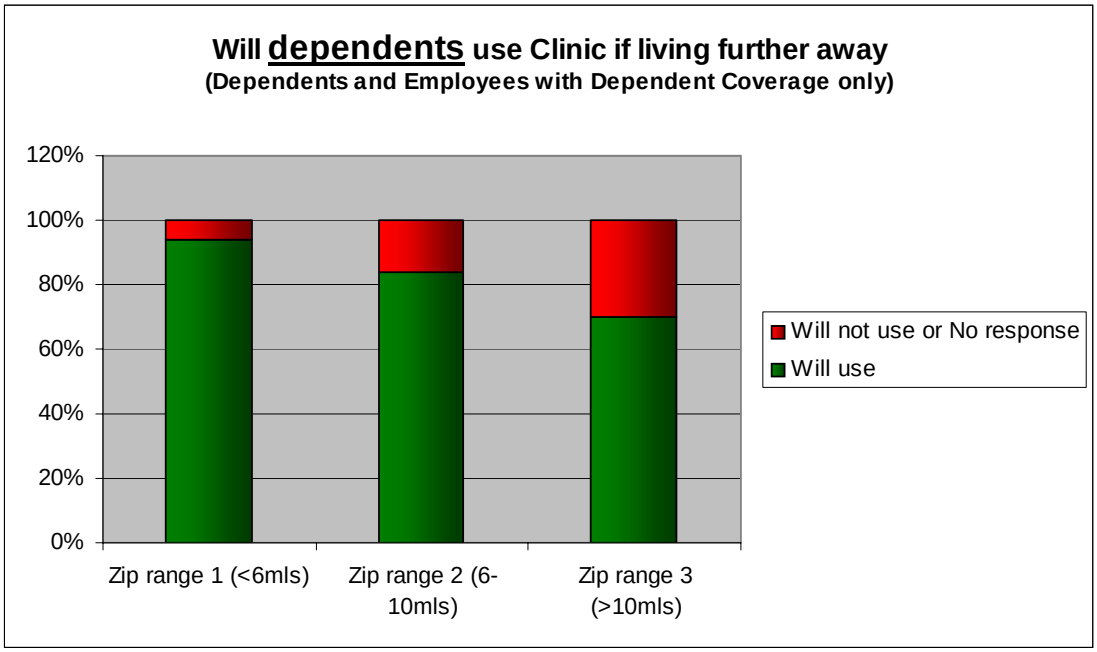


The primary intent –offering medical services- has the most appeal, followed by the ability to obtain routine prescriptions and a place to manage chronic disease. Among employees the need to use the clinic for job-related services ranked well over 50%.

Will people living further from work still use the Clinic?



By clustering zip codes locations within 6 miles of City Hall, between 6 and 10 miles from City Hall and over 10 miles, the responses indicated a slight drop-off in interest as distance from home to work increased. However, the largest distance cohort still showed an 82% interest in using the clinic. Further analysis to determine spouse's interest for the same distance categories showed identical interest patterns but with more pronounced decreases in clinic preference as distance increased.



Survey Conclusions.

- By surveying almost 1/3rd of the employee population, a statistically valid representation of the employee force was obtained.
- Universal strong support for the clinic concept exists regardless of type of coverage.
- All proposed components of the clinic enjoy a 55% or greater interest score.
- While employees who live further away will less likely use the clinic, strong support (>80% of employees,>70% of dependents) exists for the concept among those who live furthest away.
- Employees are agreeable to use the clinic for work related medical services.

Follow up II- Review of Outside Management Options

Charge.
With approval of the Council to move forward with the concept, a 2007 assignment for Practiva Health was to determine the feasibility for an outside management company to run the clinic in comparison to operating it by the City.

Approach.
Practiva Health- under guidance of the City's purchasing Department- developed a detailed RFP that was posted on it RFPDepot service. In adherence to standard purchasing protocols, six companies responded to the RFP request. Practiva Health was charged to evaluate each response, rate it for appropriateness to the City's intent and provide a summary feedback for the management team. All responses were compared to a self-managed scenario that was created as part of the original feasibility study. All vendors were provided with the same enrollment scenario and criteria in order to allow for optimal comparisons.

All responses were compared for completeness of services (35%), established track record in the requested area (35%) and the cost of services (30%). A score range of 1 (poor) to 5 (excellent) was assigned to complete the scoring profile. A summary response of vendors is included in Appendix F.

During the preliminary review of the RFP responses, a second request for financial costs was made in order to be able to make valid comparisons.

Findings.
The following companies responded to the RFP:

- FreeFirst LLC
- CareHere
- MedCor
- Whole Health
- Concentra
- CareATC

Criteria of services were weighted as per RFP description. The following table provides the summary overview.

Evaluation Criteria	Weighting	for Care ATC, Inc.	for Care ATC, Inc.	for CareHere, LLC	for CareHere, LLC	for Concentra Health Services, Inc.	for Concentra Health Services, Inc.
Responsiveness	**35%**	2.86	1.00	2.86	1.00	3.57	1.25
Experience	**35%**	4.00	1.40	3.50	1.23	3.50	1.23
Cost	**30%**	1.90	0.57	2.50	0.75	5.00	1.50
TOTAL	100%		**2.97**		**2.98**		**3.97**

MATRIX MANAGEMENT SERVICES FOR EMPLOYEE HEALTH CLINIC		**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**
Evaluation Criteria	**Weighting**	**for Free First Healthcare Clinics**	**for Free First Healthcare Clinics**	**for Medcor, Inc.**	**for Medcor, Inc.**	**for Whole Health Management, Inc.**	**for Whole Health Management, Inc.**
Responsiveness	**35%**	3.43	1.20	4.00	1.40	4.29	1.50
Experience	**35%**	3.00	1.05	3.50	1.23	3.50	1.23
Cost	**30%**	3.27	0.98	2.92	0.88	2.78	0.83
TOTAL	100%		**3.23**		**3.50**		**3.56**

In aggregate, Concentra obtained the highest score, primarily as a result of their financial submission, followed by Whole Health Company and the MedCor Company. CareATC and CareHere provided incomplete data. By rating category, companies responded as follows:

- *Responsiveness.*

The Whole Health Company, one of the largest providers of clinic management services provided the most complete service description in addition to extensive program documentation. They provide extensive outcomes reporting and offer a highly integrated service approach. MedCor was very thorough in their program offering; their wellness offering description was unclear. They offer good program communications tools.

Concentra showed a strong staffing model and was thorough in describing its legal and compliance protocols. They recommended one of their partner companies for in-depth disease management. CareATC and CareHere opted not to complete a detailed staffing model. FreeFirst Clinic provided a flat staffing model not in line with volume ramp-up as requested.

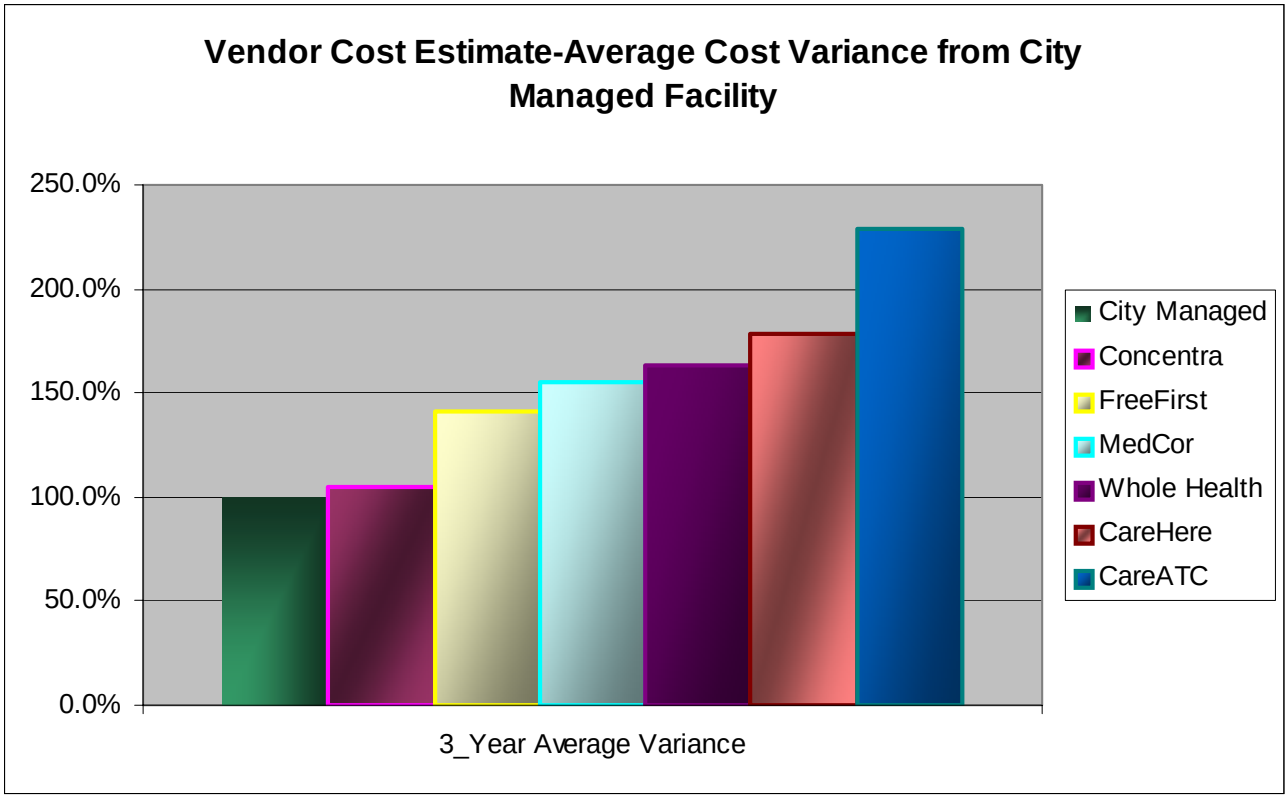
In summary, all vendors would be able to deliver the medical component of the clinic. The true integration with preventive and chronic disease management services was not clear in all cases. None of the companies indicated to be willing to take on the physical plant component although most were willing to provide consultative services during the build-out of a clinic.

- *Experience.*

Whole Health, Concentra, and MedCor show a greater than 100 client listing with CareATC, FreeFirst and CareHere indicating a smaller but growing client listing. Whole Health works extensively with corporate clients, while CareATC and FreeFirst appear to specialize more in the municipal arena.

- *Financial.*

Respondents were asked to be specific in describing their costs, both direct and pass-through costs. Following a second round of questions the following comparison was derived at.



All vendor-provided financial projections were compared to the scenario in which the City manages the clinic. With the exception of Concentra's first year projection, all vendor options resulted in substantially higher costs to the City, thus diminishing the City's ability to attain cost savings. On average, Concentra provided costs slightly higher than the City Managed facility while CareATC quoted costs, 2.25 times higher than the City Managed costs.

Conclusions and Recommendations.

The concept of an Employee Health Clinic for City employees and their dependents has been reviewed with multiple considerations in mind. The research has not revealed any significant deterrents to this concept. Not only do employees strongly favor the clinic and no community opposition has been voiced, the concept supports the intent of the medical plan and shows significant savings opportunities to medical, workers compensation and health management costs. The costs to operate the clinic can be expected to be offset by reduced increases for currently budgeted medical expenses. As a municipal entity, the exposure for liability to the City can be capped by various means.

Pilot Program

Following a detailed review of the findings it was concluded that the commitment to a professional clinic management group is significant. The management team is therefore recommending an alternate path consisting of a pilot program as part of the proposed Occupational Resource Center. This Center focuses on cost effective treatment of worker compensation occurrences among City employees. Part of this approach includes a first-level medical care and triaging approach to reported injuries, integrated with worker compensation claims processing and safety and health education. The ORC will be contracted to a local third party entity.

The proposed approach can accomplish the following:

1. Optimize and verify the clinic response for a small but defined employee segment
2. Optimize the interplay of medical care with preventive and chronic disease care
3. Create seamless interplay between ORC management, medical staff and City administration
4. Create outcomes to support the roll-out of a larger clinic concept.

APPENDIX A
PEER CLINIC REVIEW

APPENDIX A- PEER CLINIC REVIEW

CLINIC PROVIDER	**City of Garland**
Contact Information	**Robbie Neal**
Type	City owned for 2000 employees and spouses and 500 retirees
Time in Business	Have had employee clinic for 25 yrs. Since 4 years have added medical focus.
Rationale	Provide an employee benefit that saves money to the City; convenience and service
Volume	budget 15 visits/day; running 24-30 visits/day on average
Medical Visits	yes- for
Pharmacy	no- due to lack of documentable savings and space requirements and questions about usage (thought is that females (often spouse) purchases RX and wonder if they will drive to the clinic for this). They are re-visiting this.
Lab	Yes- do maintenance checks for cholesterol, etc and some sent off
Injury care	Yes
Wellness	Yes Provided by nurse contractor who manages all classes and programs.
Staffing	Fulltime MD (Fam Practice); 2 Medical assistants; 1 receptionist; 1 technician
Access for all	Employees, family and retirees
Cost for user	no cost to attendees
Opening hours	regular business hours
After hour care	emergency care, hospital
Square footage	1700; are expanding to 3400 Sq for $1M cost; want to include a PT space in clinic. Building location is off beaten path. Warm waiting room, cramped central area with nurse station, 2 exam rooms, and open lab, vision test. Aside were storage area, 2 offices . Has manual record system; no security on building
Referring patterns	For any WC that runs into STD or other 'judgment' phase refer to outside entity
Benefits Provider	Self-funded PPO and Cigna HMO
Demonstrated savings	Dr. has not had time to be concerned about that given busy patient load.
IT component	
Health Management Concept	
OTHER	Dr Shahan Chowdhury very personable and low key; maintains relationship with community providers, does not retain admitting privileges, She enjoys patient education opportunity. Employee satisfaction survey indicated concerns about parking, waiting times but little negative about concept. Also not much community fallout as per Dr. S.

APPENDIX A- PEER CLINIC REVIEW

CLINIC PROVIDER	**City of San Angelo**
Contact Information	**David Neiswenter**
Type	City owned for employees and spouses. Have added access to county employees. IN lay-out the 2 sections appear separate with some overlap. Also retirees use the program sporadically
Time in Business	2 years
Rationale	WC savings; family care for employees and the ability to negotiate premium rates with carriers. Management of clinic through Risk Management. No consideration for outside management company.
Volume	App. 14-15/ day. Neiswenter quotes industry standard of 1% of employees to visit clinic daily. If staffed with a physician, more patients could be seen. Flow is seasonal- winter is busy, school start is busy, summer is slow.
Medical Visits	Yes
Pharmacy	yes- have female Pharmacist + 2 assistants; write app. 2000 scripts/month. Tthey have carved out from the health plan. Pharmacist does all purchasing. Pharmacy is physically separated from clinic, but in expansion plan it is targeted to be on location.
Lab	Yes
Injury care	Yes
Wellness	yes. Has part-time wellness person who starts people on program and follows through. This person is well connected with the fitness centers.
Staffing	Nurse, PA, 1/2 wellness person (staffing paid by County). If staffed with a physician, more patients could be seen
Access for all	employees, spouses, retirees
Cost for user	no cost, including any out referrals initiated by the clinic; co-pay waived for MD visit
Opening hours	regular business
After hour care	emergency, hospital
Square footage	
Referring patterns	
Benefits Provider	
Demonstrated savings	FY'05-'06- $360,000 in WC savings and savings from minimal premium increases negotiated
IT component	MediSoft (have 2 licenses for local PC's) does scheduling, MC rates
Health Management Concept	Multiple recreation centers can deliver wellness and maintenance services
OTHER	Clinic cost app. $200K annually- $45-$55/per clinic visit. Start up budget appr $250K. Clinic needs internal champion to manage and promote; first impressions to employees is key to long-term success.

APPENDIX A- PEER CLINIC REVIEW

CLINIC PROVIDER	**Collin County Employee Health Clinic**
Contact Information	**Candy Byrd- Administrator**
Type	County owned facility in partnership with County Health Department for 1500 employees and 2500 dependents. Access to clinic is limited people>7 years of age
Time in Business	since before 2002
Rationale	Cost savings and reduced absenteeism
Volume	9 patients /day limited by resources. For YTD (11 months) 1672 unduplicated visits and 289 duplicated visits.
Medical Visits	yes
Pharmacy	yes- on-line pharmacy
Lab	yes , shared with health department
Injury care	yes
Wellness	yes, go offsite to offer health fairs and educations sessions
Staffing	Physician Assistant with MD oversight.
Access for all	only employees and family that are on the plan
Cost for user	no cost
Opening hours	regular work schedule
After hour care	through standard channels
Square footage	not available; components are 2 offices, 2 exam rooms, shared lab
Referring patterns	refer out for in-depth care and diagnoses.
Benefits Provider	UHC
Demonstrated savings	not being pushed for medical savings; more for keeping employees on the job. Need to be focused on providing "..what the employee needs, rather than what the employee wants…"
IT component	n.a.
Health Management Concept	Focus is on reduced absenteeism, internal providing of pre-employment physicals, workers compensation and -more recently- wellness services
OTHER	

APPENDIX A- PEER CLINIC REVIEW

CLINIC PROVIDER	**Sumner County TN**
Contact Information	**Rebecca Gross 615-451-6048. Consultant: Bob Shupe 615-661-6223**
Type	City owned but managed by CareHere. Clinic was recommended by their consultant. For app. 550 county employees and dependents and 1500 school district employees and dependents
Time in Business	App. 2 years
Rationale	Save money to county; convenience to employee and reduce absenteeism
Volume	full schedule every day
Medical Visits	Yes
Pharmacy	yes; only stocked generic drugs ordered by CareHere. Consideration is to put in full pharmacy
Lab	drawing only; processing outsourced
Injury care	yes but not on preferential status
Wellness	yes; offer $100 Wallmart gift card to go in for blood draw. Well received by employees
Staffing	2 MD's who also maintain own practice; rotating among 4 clinics
Access for all	all employees and dependents that are on the medical plan
Cost for user	no cost for visits or dispensed medications
Opening hours	regular business hours
After hour care	emergency, hospital
Square footage	all clinics in school building(classroom). New clinic (5th may be biggest one yet).
Referring patterns	CareHere maintains referring patterns with local medical providers
Benefits Provider	Self insured.
Demonstrated savings	Consultant presents data on monthly basis to the 'council'.
IT component	offered by CareHere; they have web based scheduling for 3 appointments/ hr or a toll free call in number
Health Management Concept	4 centers in the region with 5th one under consideration.
OTHER	

APPENDIX A- PEER CLINIC REVIEW

CLINIC PROVIDER	**Jefferson County**
Contact Information	**Rachel (staff LVN)- 409-784-5881; Shannon Morgan (409-834-2938)**
Type	County owned for 3000 employees and spouses that are on the insurance plan.
Time in Business	6 years
Rationale	Convenience to employees and low cost
Volume	15-20 people/day
Medical Visits	Yes
Pharmacy	Nurse practitioner writes scripts; fill at local pharmacy
Lab	draw only
Injury care	Yes
Wellness	yes ; wellness exams (will refer out what they cannot do themselves- mammograms); diet & exercise with manual tracking Z(they check app. 30 people on monthly basis)
Staffing	1 Nurse Practitioner; 2 LVN's for admin; 1 RN-nursing duties
Access for all	employees and spouses on medical plan
Cost for user	Free
Opening hours	8:00- 4:30
After hour care	
Square footage	1200 sq.ft.
Referring patterns	do recommend everyone to have primary care physician for PR purpose and service continuity
Benefits Provider	self insured
Demonstrated savings	Budget $243000 to include staffing; insurance, auto allowance, uniforms, pharmaceutical supplies,(flu shots)
IT component	
Health Management Concept	Have main clinic in court house and satellite clinic (but not very active 3 visits/day).
OTHER	Provide TB-skin test and Hepatitis B (series of 3) for high risk populations. Tetanus shots only reactively do to costs involved.

APPENDIX A- PEER CLINIC REVIEW

CLINIC PROVIDER	**I-trax Meridian**
Contact Information	**Wende Slipakoff**
Type	Commercial partnership with client- I-trax is parent- CHD is working company for health clinics
Time in Business	40 years
Rationale	Cost savings to client
Volume	
Medical Visits	yes
Pharmacy	yes, optional
Lab	yes
Injury care	yes; for absence management person needs to be approved by clinic to go out on medical leave as well as prior to returning to work
Wellness	yes; they can do themselves or work with preferred provider
Staffing	They offer flexible model with MD FT or PT. However cost is not included in management fee.
Access for all	As preferred by client
Cost for user	As preferred by client; most clients charge low co-pay
Opening hours	flexible
After hour care	
Square footage	
Referring patterns	
Benefits Provider	
Demonstrated savings	use regional charges for office visits, script costs and in aggregate compare to total clinic operations cost. Difference is savings
IT component	Web-based clinic management tool, data warehouse and are rolling electronic patient record
Health Management Concept	I-trax runs the clinic and runs the staff so 'no' increased exposure to client.
OTHER	No current facility in Dallas area

APPENDIX A- PEER CLINIC REVIEW

CLINIC PROVIDER	**Novia Care Clinics**
Contact Information	**Bill Crimmons**
Type	Commercial Partnership with CareHere (TN)
Time in Business	
Rationale	Offer employees convenience at reduced costs to employer and improved productivity; Novia Care gets management fee
Volume	currently operate
Medical Visits	yes; they position it not as a walk-in clinic but as a primary care facility. Provide quality care by limiting physicians to see no more than 3 patients/ hour
Pharmacy	yes; indicate group purchasing options at significant discounts
Lab	yes
Injury care	yes; take care of work related injuries and oversee treating physicians for cost-effective care.
Wellness	yes; health risk survey with in-clinic follow up
Staffing	minimal 1board-certified MD,1 nurse, Novia contracts with local provider on behalf of client (cost not included in management fee)
Access for all	as specified by client
Cost for user	No cost,
Opening hours	
After hour care	
Square footage	600 sq. ft minimal; 1 exam room, pre & storage room, 2 restrooms, 1 reception area. Start-up csost $12-$15,000
Referring patterns	
Benefits Provider	
Demonstrated savings	growing over time
IT component	
Health Management Concept	
OTHER	

APPENDIX A- PEER CLINIC REVIEW

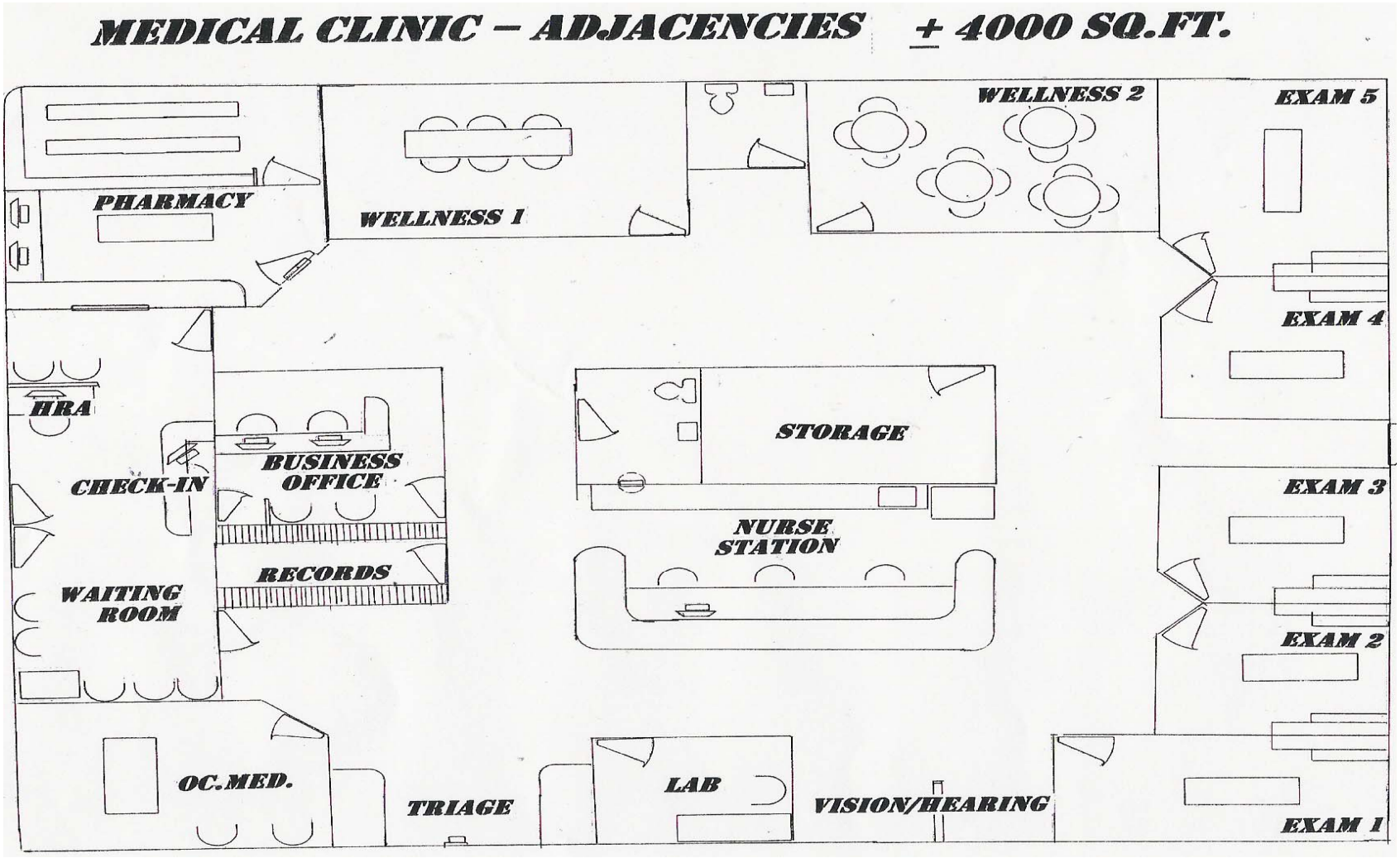
CLINIC PROVIDER	**Colin County Adult Clinic**
Contact Information	**Julia Grenier, Jerry Weiss**
Type	community health clinic- not-for-profit. Services people without insurance in the Plano area
Time in Business	3 years in current location
Rationale	not for profit for indigent care. Open only on Thursday nights. All with donated resources and services. It is Julia's brainchild. She is open to work with city towards a day employee clinic
Volume	60-70 patients/evening
Medical Visits	yes
Pharmacy	yes, limited. Would be willing to dispense; currently lack of Rx staff is limiting factors
Lab	drawing but outsourced to LabCorp
Injury care	not for profit for indigent care. Open only on Thursday nights. All with donated resources and services. It is Julia's brainchild. She is open to working with city towards a day employee clinic
Wellness	diabetes education in make-shift area
Staffing	all volunteers; model to be adapted to need
Access for all	n.a.
Cost for user	
Opening hours	
After hour care	
Square footage	4000 square foot; have 10 exam rooms in central row, nurses station in middle, intake and testing room on side, pharmacy in semi-secluded area. High ceilings. Limited wet areas. Not currently doing x-rays. Will need significant cosmetic and utility upgrade to be viable for employee clinic.
Referring patterns	n.a.
Benefits Provider	
Demonstrated savings	no budget; minimal expenses since all is donated. Donation patterns may change once they have income stream. Would need electronic records system to track usage.
IT component	none
Health Management Concept	
OTHER	

APPENDIX A- PEER CLINIC REVIEW

CLINIC PROVIDER	**Medical Center of Plano- OcMed clinic**
Contact Information	
Type	**Partnership between city and local provider**
Time in Business	New service offered by hospital
Rationale	newly developed revenue stream for hospital. Will enhance any secondary needs a person needs.
Volume	Seven + beds. Entry point same as ER visit.
Medical Visits	yes/ maybe
Pharmacy	no
Lab	yes
Injury care	yes
Wellness	yes in separate format from clinic
Staffing	
Access for all	tbd
Cost for user	MedCen will need to determine contract pricing for CoP. City will need to determine co-pay
Opening hours	24/7
After hour care	same
Square footage	as above
Referring patterns	into CoP system
Benefits Provider	
Demonstrated savings	no
IT component	probably hospital work-around
Health Management Concept	
OTHER	

APPENDIX B
FLOOR PLAN-
CONCEPT DRAWING

APPENDIX B- Floor Plan



APPENDIX C
MEDICAL CLAIMS UTILIZATION REPORT-UHC

Appendix C- Medical Cost Comparisons for Clinic-related activity - UHC Utilization report

		Process Year					
		2004		2005		2006	
		Subscriber	Dependent	Subscriber	Dependent	Subscriber	Dependent
Service Category	# Of Member Months	55145		56341		23776	
OFFICE VISITS	Number of Visits	6,203	7,032	6,849	7,540	2,958	3,366
	Visits/1000	1349.82	1530.22	1458.76	1605.94	622.06	707.86
	Submitted Charges	$753,440.12	$930,330.57	$865,588.30	$941,556.42	$386,068.59	$426,092.02
	Net Paid	$327,710.26	$362,030.44	$381,212.12	$424,163.06	$177,435.31	$210,027.87
Laboratory	Cost/ visit	$52.83	$51.48	$55.66	$56.26	$59.98	$62.40
	Number of Outpatient Events	1,954	1,955	2,372	2,299	1,063	1,056
	Events/1000	425.21	425.42	505.21	489.66	223.54	222.07
	Submitted Charges	$440,254.07	$417,655.70	$559,972.70	$514,732.12	$294,994.51	$253,509.50
	Net Paid	$96,948.32	$95,857.19	$128,570.20	$126,189.58	$66,164.35	$64,952.48
	Cost/ Lab	$49.62	$49.03	$54.20	$54.89	$62.24	$61.51
Xray	Number of Outpatient Events	545	469	629	578	276	284
	Events/1000	118.60	102.06	133.97	123.11	58.04	59.72
	Submitted Charges	$549,984.90	$413,427.62	$723,846.90	$513,300.85	$330,760.06	$264,110.02
	Net Paid	$190,372.63	$144,429.89	$179,640.34	$163,093.84	$76,219.72	$69,824.99
Cholesterol	# of Services	7	24	2	19	2	6
	# of Services/1000	1.52	5.22	0.43	4.05	0.42	1.26
	Submitted	$130.00	$577.35	$69.00	$401.84	$58.29	$230.41
	Paid	$17.69	$97.79	$12.12	$66.67	$8.24	$18.95
Colonoscopy	# of Services	189	103	258	92	86	60
	# of Services/1000	41.13	22.41	54.95	19.59	18.09	12.62
	Submitted	$270,961.05	$152,878.05	$412,899.40	$128,405.11	$144,228.77	$110,274.17
	Paid	$90,050.51	$54,354.74	$106,305.87	$36,131.48	$33,284.25	$29,208.85
Mammogram	# of Services	295	187	359	273	129	111
	# of Services/1000	64.19	40.69	76.46	58.15	27.13	23.34
	Submitted	$62,317.87	$58,304.09	$203,652.37	$135,294.57	$30,228.98	$21,577.87
	Paid	$29,436.38	$25,772.13	$80,380.18	$48,659.62	$16,927.71	$10,618.37
Pap Smear	# of Services	402	477	401	513	208	232
	# of Services/1000	87.48	103.80	85.41	109.26	43.74	48.79
	Submitted	$27,853.94	$32,180.13	$27,345.10	$33,584.11	$14,116.99	$14,020.67
	Paid	$9,815.04	$11,391.79	$9,242.56	$12,416.36	$5,202.23	$5,465.64
PSA	# of Services	177	39	200	49	96	27
	# of Services/1000	38.52	8.49	42.60	10.44	20.19	5.68
	Submitted	$17,233.88	$4,199.31	$20,705.69	$4,425.81	$10,268.80	$2,612.02
	Paid	$3,231.78	$709.97	$3,687.47	$1,156.49	$1,512.97	$535.65
Routine Physical Exam	# of Services	456	1158	522	1282	266	541
	# of Services/1000	99.23	251.99	111.18	273.05	55.94	113.77
	Submitted	$84,706.40	$176,718.07	$99,152.52	$191,365.31	$50,484.78	$81,211.12
	Paid	$48,631.00	$100,220.00	$57,942.62	$116,476.57	$30,882.02	$51,421.09

APPENDIX D
FINANCIAL PROJECTIONS
FOR FIRST THREE YEARS

Pro-For Year 1-3

		Cost Units	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YR1 total
Re-directed revenues															
Patient visits (ave/day)	Ramp to 28 pts/day		7	8	9	10	11	12	13	14	15	16	17	18	
System cost- Paid- in.network		$60	8400	9600	10800	12000	13200	14400	15600	16800	18000	19200	20400	21600	$180,000
Lab orders (ave/visit)	Based on .6 tests/visit		4.2	4.8	5.4	6	6.6	7.2	7.8	8.4	9	9.6	10.2	10.8	
System cost- Paid- in.network		$61	5124	5856	6588	7320	8052	8784	9516	10248	10980	11712	12444	13176	$109,800
Inoculations (ave. day)															
System cost- Paid- in.network															
Pre-employment (ave/day)			1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	
System cost- Paid- in.network		$35	840	840	840	840	840	840	840	840	840	840	840	840	$10,080
Workers Comp visits (ave/day)			1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	
System cost- Paid- in.network		$170	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	$65,280
Wellness- vendor cost (from budget)			11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	$132,000
ALL System cost- Paid- in.network			$30,804	$32,736	$34,668	$36,600	$38,532	$40,464	$42,396	$44,328	$46,260	$48,192	$50,124	$52,056	$497,160
Indirect Savings															
Absenteeism savings at .9 hrs/visit		$20.24	$1,658	$1,894	$2,131	$2,368	$2,605	$2,842	$3,079	$3,315	$3,552	$3,789	$4,026	$4,263	$35,521
Clinic Co-pay		$5.00	$700	$800	$900	$1,000	$1,100	$1,200	$1,300	$1,400	$1,500	$1,600	$1,700	$1,800	$15,000
Expenses															
Staff		Base hrly													
MD		$64.90	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$67,500
RN		$21.63	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$44,990
Nurse Practitioner		$31.25	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$65,000
Technician		$20.00	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$41,600
Receptionist		$12.00	$2,080	$2,080	$2,080	$2,080	$2,080	$2,080	$2,080	$2,080	$2,080	$2,080	$2,080	$2,080	$24,960
Benefits	28%		$4,120	$4,120	$4,120	$4,120	$4,120	$4,120	$4,120	$4,120	$4,120	$4,120	$4,120	$4,120	$49,434
Fixed Costs															
Rent +CAM for sq.ft:	4340	$11.00	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$47,740
Utilities		$0.21	$911	$911	$911	$911	$911	$911	$911	$911	$911	$911	$911	$911	$10,937
Supplies (medical & office)			$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Laboratory processing costs		$25.00	$2,100	$2,400	$2,700	$3,000	$3,300	$3,600	$3,900	$4,200	$4,500	$4,800	$5,100	$5,400	$45,000
Uniforms			$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,000
Debt service (FF&E)		$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$24,940
Insurance- Professional			$357	$357	$357	$357	$357	$357	$357	$357	$357	$357	$357	$357	$4,289
Insurance- Liability			$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$8,125
Clinic management software			$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$1,008
Wellness survey for all EE's & spouses	2500	$5.00	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$12,500
Wellness Lab test for all EE's & spouses	2500	$15.00	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$37,500
Health & Wellness classes/ coaching @ 20% of EE's		$90.00	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$45,000
Phone system			$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$3,100
Cleaning & maintenance		$0.15	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$7,812
Security(install and monthly)			$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$3,708
Oversight and management (CoP)	$2,400		$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$28,800
Total Costs			$47,929	$48,229	$48,529	$48,829	$49,129	$49,429	$49,729	$50,029	$50,329	$50,629	$50,929	$51,229	$594,943
Operational Savings			-$14,767	-$12,798	-$10,829	-$8,861	-$6,892	-$4,923	-$2,954	-$985	$984	$2,952	$4,921	$6,890	$0 -$47,262

Staffing schedule	Cost Units	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YR1 total
MD	% FT	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	
RN		1	1	1	1	1	1	1	1	1	1	1	1	
Nurse Practitioner		1	1	1	1	1	1	1	1	1	1	1	1	
Technician		1	1	1	1	1	1	1	1	1	1	1	1	
Receptionist		1	1	1	1	1	1	1	1	1	1	1	1	

Pro-For Year 1-3

		Cost Units	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Yr2Total
'e-directed revenues															
atient visits (ave/day)	Ramp to 28 pts/day		19	20	21	22	23	24	25	26	27	28	28	28	
ystem cost- Paid- in.network		$60	25080	26400	27720	29040	30360	31680	33000	34320	35640	36960	36960	36960	$384,120
ab orders (ave/visit)	Based on .6 tests/visit		11.4	12	12.6	13.2	13.8	14.4	15	15.6	16.2	16.8	16.8	16.8	
ystem cost- Paid- in.network		$61	15298.8	16104	16909.2	17714.4	18519.6	19324.8	20130	20935.2	21740.4	22545.6	22545.6	22545.6	$234,313
ıocculations (ave. day)															
ystem cost- Paid- in.network															
're-employment (ave/day)			1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	
ystem cost- Paid- in.network		$35	840	840	840	840	840	840	840	840	840	840	840	840	$10,080
Vorkers Comp visits (ave/day)			1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	
ystem cost- Paid- in.network		$170	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	$65,280
Vellness- vendor cost (from udget)			11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	
.LL System cost- Paid- ı.network			$57,659	$59,784	$61,909	$64,034	$66,160	$68,285	$70,410	$72,535	$74,660	$76,786	$76,786	$76,786	$825,793
ıdirect Savings															
Absenteeism savings at .9 rs/visit		$20.24	$4,499	$4,736	$4,973	$5,210	$5,447	$5,683	$5,920	$6,157	$6,394	$6,631	$6,631	$6,631	$68,911
:linic Co-pay		$5.00	$1,900	$2,000	$2,100	$2,200	$2,300	$2,400	$2,500	$2,600	$2,700	$2,800	$2,800	$2,800	$29,100
:xpenses															
Staff		Base hrly													
1D		$64.90	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$70,200
:N		$21.63	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$70,185
lurse Practitioner		$31.25	$5,633	$5,633	$5,633	$5,633	$5,633	$8,450	$8,450	$8,450	$8,450	$8,450	$8,450	$8,450	$87,317
echnician		$20.00	$3,605	$3,605	$3,605	$3,605	$3,605	$3,605	$3,605	$5,408	$5,408	$5,408	$5,408	$5,408	$52,277
:eceptionist		$12.00	$2,163	$2,163	$2,163	$2,163	$2,163	$2,163	$2,163	$2,163	$2,163	$2,163	$2,163	$2,163	$25,958
enefits	28%		$4,830	$4,830	$4,830	$4,830	$4,830	$5,619	$5,619	$6,124	$6,124	$6,124	$6,124	$6,124	$66,006
Fixed Costs															
.ent +CAM for sq.ft:	4340	$11.00	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$47,740
'tilities		$0.21	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
upplies (medical & office)			$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$24,000
aboratory processing costs		$25.00	$5,700	$6,000	$6,300	$6,600	$6,900	$7,200	$7,500	$7,800	$8,100	$8,400	$8,400	$8,400	$87,300
niforms			$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,000
'ebt service (FF&E)		$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$24,940
ısurance- Professional			$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$9,435
ısurance- Liability			$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$8,125
linic management software			$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$1,008
Vellness survey for all EE's & ɔouses	2500	$5.00	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$12,500
Vellness Lab test for all EE's & ɔouses	2500	$15.00	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$37,500
ealth & Wellness classes/ ɔaching @ 20% of EE's		$90.00	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$45,000
hone system			$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$3,100
leaning & maintenance		$0.15	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$7,812
ecurity(install and monthly)			$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$3,708
versight and management :oP)	$2,400		$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$28,800
otal Costs			$56,020	$56,320	$56,620	$56,920	$57,220	$61,125	$61,425	$64,033	$64,333	$64,633	$64,633	$64,633	$727,912
perational Savings			$8,038	$10,200	$12,362	$14,524	$16,686	$15,243	$17,405	$17,260	$19,422	$21,584	$21,584	$21,584	$0 $195,893

	Cost Units	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Yr2Total
taffing schedule		% FT												
1D		0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	
:N		1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	
lurse Practitioner		1	1	1	1	1	1.5	1.5	1.5	1.5	1.5	1.5	1.5	
echnician		1	1	1	1	1	1	1	1.5	1.5	1.5	1.5	1.5	
eceptionist		1	1	1	1	1	1	1	1	1	1	1	1	

Pro-For Year 1-3

		Cost Units	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Yr3Total
'e-directed revenues															
atient visits (ave/day)	Ramp to 28 pts/day		28	28	28	28	28	28	28	28	28	28	28	28	
ystem cost- Paid- in.network		$60	40656	40656	40656	40656	40656	40656	40656	40656	40656	40656	40656	40656	$487,872
ab orders (ave/visit)	Based on .6 tests/visit		16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	
ystem cost- Paid- in.network		$61	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	$297,602
occulations (ave. day)															
ystem cost- Paid- in.network															
re-employment (ave/day)			1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	
ystem cost- Paid- in.network		$35	840	840	840	840	840	840	840	840	840	840	840	840	$10,080
/orkers Comp visits (ave/day)			1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	
ystem cost- Paid- in.network		$170	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	$65,280
/ellness- vendor cost (from udget)			11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	
LL System cost- Paid- .network			$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$992,834
idirect Savings															
\bsenteeism savings at .9 s/visit		$20.24	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$79,567
linic Co-pay		$5.00	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$33,600
xpenses															
Staff		Base hrly													
D		$64.90	$12,168	$12,168	$12,168	$12,168	$12,168	$12,168	$12,168	$12,168	$12,168	$12,168	$12,168	$12,168	$146,016
N		$21.63	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$72,992
urse Practitioner		$31.25	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$105,456
echnician		$20.00	$5,624	$5,624	$5,624	$5,624	$5,624	$5,624	$5,624	$5,624	$5,624	$5,624	$5,624	$5,624	$67,492
eceptionist		$12.00	$2,475	$2,475	$2,475	$2,475	$2,475	$2,475	$2,475	$2,475	$2,475	$2,475	$2,475	$2,475	$29,696
enefits	28%		$6,432	$6,432	$6,432	$6,432	$6,432	$6,432	$6,432	$6,432	$6,432	$6,432	$6,432	$6,432	$77,178
Fixed Costs															
ent +CAM for sq.ft:	4340	$11.00	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$47,740
tilities		$0.21	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
upplies (medical & office)			$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
aboratory processing costs		$25.00	$8,400	$8,400	$8,400	$8,400	$8,400	$8,400	$8,400	$8,400	$8,400	$8,400	$8,400	$8,400	$100,800
niforms			$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,000
ebt service (FF&E)		$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$2,078	$24,940
surance- Professional			$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$9,435
surance- Liability			$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$8,125
linic management software			$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$1,008
'ellness survey for all EE's & ouses	2500	$5.00	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$12,500
'ellness Lab test for all EE's & ouses	2500	$15.00	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$3,125	$37,500
ealth & Wellness classes/ aching @ 20% of EE's		$90.00	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$45,000
none system			$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$3,100
eaning & maintenance		$0.15	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$7,812
ecurity(install and monthly)			$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$3,708
versight and management oP)	$2,400		$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$28,800
otal Costs			$73,358	$73,358	$73,358	$73,358	$73,358	$73,358	$73,358	$73,358	$73,358	$73,358	$73,358	$73,358	$880,299
															$0
perational Savings			$18,809	$18,809	$18,809	$18,809	$18,809	$18,809	$18,809	$18,809	$18,809	$18,809	$18,809	$18,809	$225,703

Pro-For Year 1-3

	Cost Units	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Yr3Total
taffing schedule		% FT												
D		1	1	1	1	1	1	1	1	1	1	1	1	
N		1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	
urse Practitioner		1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	
echnician		1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	
eceptionist		1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	1.1	

CCAC- Leased facility		*Cost Units*	*Month 1*	*Month 2*	*Month 3*	*Month 4*	*Month 5*	*Month 6*	*Month 7*	*Month 8*	*Month 9*	*Month 10*	*Month 11*	*Month 12*	YR1 total
'e-directed revenues															
atient visits (ave/day)	Ramp to 28 pts/day @ 4 days/wk		7	8	9	10	11	12	13	14	15	16	17	18	
ystem cost- Paid- in.network		$60	$6,720	$7,680	$8,640	$9,600	$10,560	$11,520	$12,480	$13,440	$14,400	$15,360	$16,320	$17,280	$144,000
ab orders (ave/visit)	Based on .6 tests/visit		4.2	4.8	5.4	6	6.6	7.2	7.8	8.4	9	9.6	10.2	10.8	
ystem cost- Paid- in.network		$61	$4,099	$4,685	$5,270	$5,856	$6,442	$7,027	$7,613	$8,198	$8,784	$9,370	$9,955	$10,541	$87,840
ıocculations (ave. day)															
ystem cost- Paid- in.network															
re-employment (ave/day)			1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	
ystem cost- Paid- in.network		$35	$672	$672	$672	$672	$672	$672	$672	$672	$672	$672	$672	$672	$8,064
Vorkers Comp visits (ave/day)			1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	
ystem cost- Paid- in.network		$170	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$52,224
Vellness- vendor cost (from															
udget)			11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	$132,000
LL System cost- Paid-															
ı.network			$26,843	$28,389	$29,934	$31,480	$33,026	$34,571	$36,117	$37,662	$39,208	$40,754	$42,299	$43,845	$424,128
ıdirect Revenues															
\bsenteeism savings at .9															
rs/visit		$20.24	$1,326	$1,516	$1,705	$1,894	$2,084	$2,273	$2,463	$2,652	$2,842	$3,031	$3,221	$3,410	$28,417
:linic Co-pay		$5.00	$560	$640	$720	$800	$880	$960	$1,040	$1,120	$1,200	$1,280	$1,360	$1,440	$12,000
xpense Items															
ID		$64.90	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$5,625	$67,500
N		$21.63	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$3,749	$44,990
urse Practitioner		$31.25	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$65,000
echnician		$20.00	$2,600	$2,600	$2,600	$2,600	$2,600	$2,600	$2,600	$2,600	$2,600	$2,600	$2,600	$2,600	$31,200
eceptionist		$12.00	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$18,720
enefits	28%		$3,731	$3,731	$3,731	$3,731	$3,731	$3,731	$3,731	$3,731	$3,731	$3,731	$3,731	$3,731	$44,775
Fixed Costs															
ent +CAM for sq.ft:	4000	$18.00	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$72,000
tilities		$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
upplies			$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
aboratory processing costs		$25.00	$1,680	$1,920	$2,160	$2,400	$2,640	$2,880	$3,120	$3,360	$3,600	$3,840	$4,080	$4,320	$36,000
niforms			$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,000
ebt service (FF&E)		$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$9,840
surance- Professional			$357	$357	$357	$357	$357	$357	$357	$357	$357	$357	$357	$357	$4,289
surance- Liability			$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$8,125
linic management software			$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$1,008
/ellness survey for all EE's &															
ɔouses	2500	$5.00	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$12,500
/ellness Lab test for all EE's &															
ɔouses	2500	$20.00	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$50,000
ealth & Wellness classes/															
ɔaching @ 20% of EE's		$85.00	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$42,500
hone system			$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$3,096
leaning & maintenance		$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
ecurity(install and monthly)			$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$3,708
versight and management															
ɔoP)	$2,400		$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$28,800
ɔtal Costs			$45,768	$46,008	$46,248	$46,488	$46,728	$46,968	$47,208	$47,448	$47,688	$47,928	$48,168	$48,408	$565,051
perational Savings			-$17,038	-$15,463	-$13,888	-$12,313	-$10,738	-$9,163	-$7,588	-$6,013	-$4,438	-$2,863	-$1,288	$287	-$100,506

CCAC- Leased facility	*Cost Units*	*Month 1*	*Month 2*	*Month 3*	*Month 4*	*Month 5*	*Month 6*	*Month 7*	*Month 8*	*Month 9*	*Month 10*	*Month 11*	*Month 12*	YR1 total
taffing schedule	% FT													
1D		0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	
:N		1	1	1	1	1	1	1	1	1	1	1	1	
lurse Practitioner		1	1	1	1	1	1	1	1	1	1	1	1	
echnician		0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	
:eceptionist		0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	

CCAC- Leased facility		Cost Units	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Yr2Total
Fee-directed revenues															
atient visits (ave/day)	Ramp to 28 pts/day @ 4 days/wk		19	20	21	22	23	24	25	26	27	28	28	28	
ystem cost- Paid- in.network		$60	$18,240	$19,200	$20,160	$21,120	$22,080	$23,040	$24,000	$24,960	$25,920	$26,880	$26,880	$26,880	$279,360
ab orders (ave/visit)	Based on .6 tests/visit		11.4	12	12.6	13.2	13.8	14.4	15	15.6	16.2	16.8	16.8	16.8	
ystem cost- Paid- in.network		$61	$11,126	$11,712	$12,298	$12,883	$13,469	$14,054	$14,640	$15,226	$15,811	$16,397	$16,397	$16,397	$170,410
ıoculations (ave. day)															
ystem cost- Paid- in.network															
re-employment (ave/day)			1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	
ystem cost- Paid- in.network		$35	$672	$672	$672	$672	$672	$672	$672	$672	$672	$672	$672	$672	$8,064
Vorkers Comp visits (ave/day)			1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	
ystem cost- Paid- in.network		$170	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$52,224
Vellness- vendor cost (from udget)			11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	
LL System cost- Paid- ı.network			$45,390	$46,936	$48,482	$50,027	$51,573	$53,118	$54,664	$56,210	$57,755	$59,301	$59,301	$59,301	$642,058
ıdirect Revenues															
\bsenteeism savings at .9 rs/visit		$20.24	$3,599	$3,789	$3,978	$4,168	$4,357	$4,547	$4,736	$4,926	$5,115	$5,304	$5,304	$5,304	$55,129
linic Co-pay		$5.00	$1,520	$1,600	$1,680	$1,760	$1,840	$1,920	$2,000	$2,080	$2,160	$2,240	$2,240	$2,240	$23,280
xpense Items															
ID		$64.90	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$5,850	$70,200
N		$21.63	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$5,849	$70,185
urse Practitioner		$31.25	$4,225	$4,225	$4,225	$4,225	$4,225	$4,225	$4,225	$4,225	$4,225	$4,225	$4,225	$4,225	$50,700
echnician		$20.00	$2,704	$2,704	$2,704	$2,704	$2,704	$2,704	$2,704	$3,605	$3,605	$3,605	$3,605	$3,605	$36,955
eceptionist		$12.00	$1,622	$1,622	$1,622	$1,622	$1,622	$1,622	$1,622	$1,622	$1,622	$1,622	$1,622	$1,622	$19,469
enefits	28%		$4,032	$4,032	$4,032	$4,032	$4,032	$4,032	$4,032	$4,284	$4,284	$4,284	$4,284	$4,284	$49,646
Fixed Costs															
ent +CAM for sq.ft:	4000	$18.00	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$72,000
tilities		$0.00	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
upplies			$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$24,000
aboratory processing costs		$25.00	$4,560	$4,800	$5,040	$5,280	$5,520	$5,760	$6,000	$6,240	$6,480	$6,720	$6,720	$6,720	$69,840
niforms			$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,000
ebt service (FF&E)		$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$9,840
surance- Professional			$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$9,435
surance- Liability			$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$8,125
linic management software			$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$1,008
/ellness survey for all EE's & ɔouses	2500	$5.00	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$12,500
/ellness Lab test for all EE's & ɔouses	2500	$20.00	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$50,000
ealth & Wellness classes/ ɔaching @ 20% of EE's		$85.00	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$42,500
hone system			$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$3,096
leaning & maintenance		$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
ecurity(install and monthly)			$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$3,708
versight and management ɔoP)	$2,400		$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$28,800
ɔtal Costs			$52,177	$52,417	$52,657	$52,897	$53,137	$53,377	$53,617	$55,010	$55,250	$55,490	$55,490	$55,490	$647,007
perational Savings			-$1,667	-$92	$1,483	$3,058	$4,634	$6,209	$7,784	$8,205	$9,780	$11,355	$11,355	$11,355	$73,460

CCAC- Leased facility	*Cost Units*	*Month 1*	*Month 2*	*Month 3*	*Month 4*	*Month 5*	*Month 6*	*Month 7*	*Month 8*	*Month 9*	*Month 10*	*Month 11*	*Month 12*	Yr2Total
taffing schedule	% FT													
ID		0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	
N		1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	
urse Practitioner		0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	
echnician		0.75	0.75	0.75	0.75	0.75	0.75	0.75	1	1	1	1	1	
eceptionist		0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	

CCAC- Leased facility		Cost Units	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Yr3Total
'e-directed revenues															
atient visits (ave/day)	Ramp to 28 pts/day @ 4 days/wk		28	28	28	28	28	28	28	28	28	28	28	28	
ystem cost- Paid- in.network		$60	$26,880	$26,880	$26,880	$26,880	$26,880	$26,880	$26,880	$26,880	$26,880	$26,880	$26,880	$26,880	$322,560
ab orders (ave/visit)	Based on .6 tests/visit		16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	
ystem cost- Paid- in.network		$61	$16,397	$16,397	$16,397	$16,397	$16,397	$16,397	$16,397	$16,397	$16,397	$16,397	$16,397	$16,397	$196,762
ıocculations (ave. day)															
ystem cost- Paid- in.network															
re-employment (ave/day)			1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	
ystem cost- Paid- in.network		$35	$672	$672	$672	$672	$672	$672	$672	$672	$672	$672	$672	$672	$8,064
Vorkers Comp visits (ave/day)			1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	
ystem cost- Paid- in.network		$170	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$4,352	$52,224
Vellness- vendor cost (from udget)			11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	
LL System cost- Paid- ı.network			$59,301	$59,301	$59,301	$59,301	$59,301	$59,301	$59,301	$59,301	$59,301	$59,301	$59,301	$59,301	$711,610
ıdirect Revenues															
Absenteeism savings at .9 rs/visit		$20.24	$5,304	$5,304	$5,304	$5,304	$5,304	$5,304	$5,304	$5,304	$5,304	$5,304	$5,304	$5,304	$63,654
linic Co-pay		$5.00	$2,240	$2,240	$2,240	$2,240	$2,240	$2,240	$2,240	$2,240	$2,240	$2,240	$2,240	$2,240	$26,880
xpense Items															
ID		$64.90	$6,084	$6,084	$6,084	$6,084	$6,084	$6,084	$6,084	$6,084	$6,084	$6,084	$6,084	$6,084	$73,008
N		$21.63	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$6,083	$72,992
urse Practitioner		$31.25	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$8,788	$105,456
echnician		$20.00	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$44,995
eceptionist		$12.00	$1,687	$1,687	$1,687	$1,687	$1,687	$1,687	$1,687	$1,687	$1,687	$1,687	$1,687	$1,687	$20,248
enefits	28%		$5,686	$5,686	$5,686	$5,686	$5,686	$5,686	$5,686	$5,686	$5,686	$5,686	$5,686	$5,686	$68,233
Fixed Costs															
ent +CAM for sq.ft:	4000	$18.00	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000	$72,000
tilities		$0.00	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
upplies			$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
aboratory processing costs		$25.00	$6,720	$6,720	$6,720	$6,720	$6,720	$6,720	$6,720	$6,720	$6,720	$6,720	$6,720	$6,720	$80,640
niforms			$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,000
ebt service (FF&E)		$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$820	$9,840
surance- Professional			$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$786	$9,435
surance- Liability			$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$8,125
linic management software			$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$1,008
/ellness survey for all EE's & ɔouses	2500	$5.00	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$1,042	$12,500
/ellness Lab test for all EE's & ɔouses	2500	$20.00	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$50,000
ealth & Wellness classes/ ɔaching @ 20% of EE's		$85.00	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$3,542	$42,500
hone system			$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$3,096
leaning & maintenance		$0.00	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
ecurity(install and monthly)			$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$3,708
versight and management ɔoP)	$2,400		$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$28,800
ɔtal Costs			$63,132	$63,132	$63,132	$63,132	$63,132	$63,132	$63,132	$63,132	$63,132	$63,132	$63,132	$63,132	$757,584
perational Savings			$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$44,560

CCAC- Leased facility	Cost Units	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Yr3Total
Staffing schedule	% FT													
MD		0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	
RN		1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	
Nurse Practitioner		1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	
Technician		1	1	1	1	1	1	1	1	1	1	1	1	
Receptionist		0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	

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Management Scenario		*Cost Units*	*Month 1*	*Month 2*	*Month 3*	*Month 4*	*Month 5*	*Month 6*	*Month 7*	*Month 8*	*Month 9*	*Month 10*	*Month 11*	*Month 12*	YR1 total
Re-directed revenues															
Patient visits (ave/day)	Ramp to 28 pts/day		7	8	9	10	11	12	13	14	15	16	17	18	3,000
System cost- Paid- in.network		$60	8400	9600	10800	12000	13200	14400	15600	16800	18000	19200	20400	21600	$180,000
Lab orders (ave/visit)	Based on .6 tests/visit		4.2	4.8	5.4	6	6.6	7.2	7.8	8.4	9	9.6	10.2	10.8	
System cost- Paid- in.network		$61	5124	5856	6588	7320	8052	8784	9516	10248	10980	11712	12444	13176	$109,800
Inoculations (ave. day)															
System cost- Paid- in.network															
Pre-employment (ave/day)			1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	
System cost- Paid- in.network		$35	840	840	840	840	840	840	840	840	840	840	840	840	$10,080
Workers Comp visits (ave/day)			1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	
System cost- Paid- in.network		$170	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	$65,280
Wellness- vendor cost (from budget)			11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	$132,000
ALL System cost- Paid- in.network			$30,804	$32,736	$34,668	$36,600	$38,532	$40,464	$42,396	$44,328	$46,260	$48,192	$50,124	$52,056	$497,160
Indirect Revenues															
Absenteeism savings at .9 hrs/visit		$20.24	$1,658	$1,894	$2,131	$2,368	$2,605	$2,842	$3,079	$3,315	$3,552	$3,789	$4,026	$4,263	$35,521
Clinic Co-pay???		$5.00	$700	$800	$900	$1,000	$1,100	$1,200	$1,300	$1,400	$1,500	$1,600	$1,700	$1,800	$15,000
Expense Items															
Staff															
MD (incl. benefits and liability)		$110.00	$7,187	$7,920	$8,653	$9,387	$10,120	$10,853	$11,587	$12,320	$13,053	$13,787	$14,520	$15,253	$134,640
RN (incl. benefits and liability)		$33.00	$2,156	$2,376	$2,596	$2,816	$3,036	$3,256	$3,476	$3,696	$3,916	$4,136	$4,356	$4,576	$40,392
Receptionist		$20.00	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$41,600
Benefits	28%		$971	$971	$971	$971	$971	$971	$971	$971	$971	$971	$971	$971	$11,648
Fixed Costs															
Rent +CAM for sq.ft:	4340	$11.00	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$47,740
Utilities		$0.21	$911	$911	$911	$911	$911	$911	$911	$911	$911	$911	$911	$911	$10,937
Supplies			$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000
Laboratory processing costs		$12.50	$1,050	$1,200	$1,350	$1,500	$1,650	$1,800	$1,950	$2,100	$2,250	$2,400	$2,550	$2,700	$22,500
Uniforms			$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,000
Debt service (FF&E)		$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$17,590
Insurance- Liability			$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$8,125
Clinic management software			$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$1,008
Novia Management fee- incl wellness/DM management	1800	$30.00	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$648,000
Phone system			$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$3,096
Cleaning & maintenance		$0.15	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$7,812
Security(install and monthly)			$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$3,708
Oversight and management CoP)	$1,200		$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,400
Total Costs			$80,115	$81,218	$82,321	$83,425	$84,528	$85,631	$86,735	$87,838	$88,941	$90,045	$91,148	$92,251	$1,034,196
															$0
Operational Savings			-$46,953	-$45,788	-$44,622	-$43,457	-$42,291	-$41,126	-$39,960	-$38,795	-$37,629	-$36,464	-$35,298	-$34,133	-$486,515

Management Scenario		*Cost Units*	*Month 1*	*Month 2*	*Month 3*	*Month 4*	*Month 5*	*Month 6*	*Month 7*	*Month 8*	*Month 9*	*Month 10*	*Month 11*	*Month 12*	YR1 total
Staffing schedule															
MD	hrs/month		65	72	79	85	92	99	105	112	119	125	132	139	1,224
RN	hrs/mnth		65	72	79	85	92	99	105	112	119	125	132	139	
Receptionist	Percent FT		1	1	1	1	1	1	1	1	1	1	1	1	

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Management Scenario		*Cost Units*	*Month 1*	*Month 2*	*Month 3*	*Month 4*	*Month 5*	*Month 6*	*Month 7*	*Month 8*	*Month 9*	*Month 10*	*Month 11*	*Month 12*	Yr2Total
Re-directed revenues															
Patient visits (ave/day)	Ramp to 28 pts/day		19	20	21	22	23	24	25	26	27	28	28	28	
System cost- Paid- in.network		$60	25080	26400	27720	29040	30360	31680	33000	34320	35640	36960	36960	36960	$384,120
Lab orders (ave/visit)	Based on .6 tests/visit		11.4	12	12.6	13.2	13.8	14.4	15	15.6	16.2	16.8	16.8	16.8	
System cost- Paid- in.network		$61	15298.8	16104	16909.2	17714.4	18519.6	19324.8	20130	20935.2	21740.4	22545.6	22545.6	22545.6	$234,313
Inoculations (ave. day)															
System cost- Paid- in.network															
Pre-employment (ave/day)			1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	
System cost- Paid- in.network		$35	840	840	840	840	840	840	840	840	840	840	840	840	$10,080
Workers Comp visits (ave/day)			1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	
System cost- Paid- in.network		$170	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	$65,280
Wellness- vendor cost (from budget)			11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	
ALL System cost- Paid- in.network			$57,659	$59,784	$61,909	$64,034	$66,160	$68,285	$70,410	$72,535	$74,660	$76,786	$76,786	$76,786	$825,793
Indirect Revenues															
Absenteeism savings at .9 hrs/visit		$20.24	$4,499	$4,736	$4,973	$5,210	$5,447	$5,683	$5,920	$6,157	$6,394	$6,631	$6,631	$6,631	$68,911
Clinic Co-pay???		$5.00	$1,900	$2,000	$2,100	$2,200	$2,300	$2,400	$2,500	$2,600	$2,700	$2,800	$2,800	$2,800	$29,100
Expense Items															
Staff															
MD (incl. benefits and liability)		$110.00	$15,987	$16,720	$17,453	$18,187	$18,920	$19,653	$20,387	$21,120	$21,853	$22,587	$22,587	$22,587	$238,040
RN (incl. benefits and liability)		$33.00	$4,796	$5,016	$5,236	$5,456	$5,676	$5,896	$6,116	$6,336	$6,556	$6,776	$6,776	$6,776	$71,412
Receptionist		$20.00	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$41,600
Benefits	28%		$971	$971	$971	$971	$971	$971	$971	$971	$971	$971	$971	$971	$11,648
Fixed Costs															
Rent +CAM for sq.ft:	4340	$11.00	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$47,740
Utilities		$0.21	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
Supplies			$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$24,000
Laboratory processing costs		$12.50	$2,850	$3,000	$3,150	$3,300	$3,450	$3,600	$3,750	$3,900	$4,050	$4,200	$4,200	$4,200	$43,650
Uniforms			$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,000
Debt service (FF&E)		$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$17,590
Insurance- Liability			$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$8,125
Clinic management software			$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$1,008
Novia Management fee- incl Wellness/DM management	1800	$30.00	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$648,000
Phone system			$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$3,096
Cleaning & maintenance		$0.15	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$7,812
Security(install and monthly)			$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$3,708
Oversight and management (CoP)	$1,200		$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,400
Total Costs			$93,943	$95,047	$96,150	$97,253	$98,357	$99,460	$100,563	$101,667	$102,770	$103,873	$103,873	$103,873	$1,196,829
															$0
Operational Savings			-$29,885	-$28,526	-$27,168	-$25,809	-$24,450	-$23,092	-$21,733	-$20,374	-$19,016	-$17,657	-$17,657	-$17,657	-$273,025

Management Scenario		*Cost Units*	*Month 1*	*Month 2*	*Month 3*	*Month 4*	*Month 5*	*Month 6*	*Month 7*	*Month 8*	*Month 9*	*Month 10*	*Month 11*	*Month 12*	Yr2Total
Staffing schedule															
MD	hrs/month		145	152	159	165	172	179	185	192	199	205	205	205	
RN	hrs/mnth		145	152	159	165	172	179	185	192	199	205	205	205	
Receptionist	Percent FT		1	1	1	1	1	1	1	1	1	1	1	1	

Pro-Forma- Years 1-3

2006 Estimates

Management Scenario		*Cost Units*	*Month 1*	*Month 2*	*Month 3*	*Month 4*	*Month 5*	*Month 6*	*Month 7*	*Month 8*	*Month 9*	*Month 10*	*Month 11*	*Month 12*	Yr3Total
Re-directed revenues															
Patient visits (ave/day)	Ramp to 28 pts/day		28	28	28	28	28	28	28	28	28	28	28	28	
System cost- Paid- in.network		$60	40656	40656	40656	40656	40656	40656	40656	40656	40656	40656	40656	40656	$487,872
Lab orders (ave/visit)	Based on .6 tests/visit		16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	
System cost- Paid- in.network		$61	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	24800.16	$297,602
nocculations (ave. day)															
System cost- Paid- in.network															
Pre-employment (ave/day)			1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	
System cost- Paid- in.network		$35	840	840	840	840	840	840	840	840	840	840	840	840	$10,080
Workers Comp visits (ave/day)			1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	
System cost- Paid- in.network		$170	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	5440	$65,280
Wellness- vendor cost (from budget)			11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	11000	
ALL System cost- Paid- in.network			$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$82,736	$992,834
Indirect Revenues															
Absenteeism savings at .9 hrs/visit		$20.24	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$6,631	$79,567
Clinic Co-pay???		$5.00	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$2,800	$33,600
Expense Items															
Staff															
MD (incl. benefits and liability)		$110.00	$22,587	$22,587	$22,587	$22,587	$22,587	$22,587	$22,587	$22,587	$22,587	$22,587	$22,587	$22,587	$271,040
RN (incl. benefits and liability)		$33.00	$6,776	$6,776	$6,776	$6,776	$6,776	$6,776	$6,776	$6,776	$6,776	$6,776	$6,776	$6,776	$81,312
Receptionist		$20.00	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$3,467	$41,600
Benefits	28%		$971	$971	$971	$971	$971	$971	$971	$971	$971	$971	$971	$971	$11,648
Fixed Costs															
Rent +CAM for sq.ft:	4340	$11.00	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$3,978	$47,740
Utilities		$0.21	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$12,000
Supplies			$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Laboratory processing costs		$12.50	$4,200	$4,200	$4,200	$4,200	$4,200	$4,200	$4,200	$4,200	$4,200	$4,200	$4,200	$4,200	$50,400
Uniforms			$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,000
Debt service (FF&E)		$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$1,466	$17,590
Insurance- Liability			$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$677	$8,125
Clinic management software			$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$84	$1,008
Novia Management fee- incl Wellness/DM management	1800	$30.00	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$54,000	$648,000
Phone system			$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$258	$3,096
Cleaning & maintenance		$0.15	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$651	$7,812
Security(install and monthly)			$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$309	$3,708
Oversight and management CoP)	$1,200		$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$14,400
Total Costs			$104,873	$104,873	$104,873	$104,873	$104,873	$104,873	$104,873	$104,873	$104,873	$104,873	$104,873	$104,873	$1,258,479
															$0
Operational Savings			-$12,706	-$12,706	-$12,706	-$12,706	-$12,706	-$12,706	-$12,706	-$12,706	-$12,706	-$12,706	-$12,706	-$12,706	-$152,477

Management Scenario		*Cost Units*	*Month 1*	*Month 2*	*Month 3*	*Month 4*	*Month 5*	*Month 6*	*Month 7*	*Month 8*	*Month 9*	*Month 10*	*Month 11*	*Month 12*	Yr3Total
Staffing schedule			% FT												
MD	hrs/month		205	205	205	205	205	205	205	205	205	205	205	205	
RN	hrs/mnth		205	205	205	205	205	205	205	205	205	205	205	205	
Receptionist	Percent FT		1	1	1	1	1	1	1	1	1	1	1	1	

APPENDIX E
OPERATING REQUIREMENTS

Clinic Feasibility- Capital Cost- Estimate

Capital costs- Build-out of Clinic

Item

Plano wellness clinic- Capital Items- clinic

Item description	Amort. Months	Unit	Count	Unit Cost	Total cost	Monthly
Stool, Physician Exam		each	5	$85.27	$426.35	
Chair,blood draw valueline		each	1	$273.80	$273.80	
emergency cart 3 drawer		each	2	$593.40	$1,186.80	
Lamp exam 3-wire gooseneck		each	5	$50.83	$254.15	
Brewer basic exam table		each	6	$873.75	$5,242.50	
Brew table w/pelv & heat draw		each	6	$936.25	$5,617.50	
Patient/visitor side chair		each	6	$226.00	$1,356.00	
Body composition analyzr/scale		each	2	$521.25	$1,042.50	
Bracket wall mount f/5qt & 2 gl		each	6	$4.35	$26.10	
Container sharps 2 gal red		each	6	$3.15	$18.90	
Key (beige) f/wall bracket #435		each	2	$2.19	$4.38	
Vinly chart holders		each	3	$38.95	$116.85	
Trash can step-on 18 qt		each	7	$39.02	$273.14	
Defribrillator AED plus		each	1	$1,424.90	$1,424.90	
Ambulatory ABPM		each	2	$2,407.20	$4,814.40	
Sphyg Adult nylon		each	2	$16.59	$33.18	
EKG model EK-10		each	1	$1,621.34	$1,621.34	
Spirometer, satellite/base		each	1	$1,750.00	$1,750.00	
Charger,desk w 2 handles		each	1	$385.80	$385.80	
3.5v Oto/Ophth diagnostic set		each	5	$485.55	$2,427.75	
Stethoscope Sprague Blue		each	5	$17.00	$85.00	
Incentive Spirometer 4000ml		each	1	$6.00	$6.00	
Thermometer Geniur 3000A		each	6	$389.65	$2,337.90	
Urine Analyzer		each	1	$707.15	$707.15	
Microscope SeilerScope		each	1	$625.00	$625.00	
Stool exam Pneu w/adj Backrest		each	1	$150.00	$150.00	
Trash can step-on 18 qt		each	2	$39.02	$78.04	
Histofreezer		each	1	$337.43	$337.43	
Speedclave M7 autoclave		each	1	$2,050.00	$2,050.00	
AM 232 manuel audiometer		each	1	$1,005.00	$1,005.00	
Refrigerator with lock		each	1	$1,514.67	$1,514.67	
Strips Ascensia contour 50/box		box	2	$28.50	$57.00	
Equipment total & debt service	60				$37,249.53	
Facility build-out (total and monthly debt 1(	120		2100	$25.00	$52,500.00	
Educational ware (tv, projector)	60		1	$2,500.00	$2,500.00	
Systems						
Desktop PC			4	$900.00	$3,600.00	
Printer			3	$600.00	$1,800.00	
Copier (lease)					$0.00	
Fax			1	$300.00	$300.00	
Intranet			1	$4,000.00	$4,000.00	
Backup			1	$2,000.00	$2,000.00	
Total IT + monthly debt service	60				$11,700.00	
Office software			1	$3,000.00	$3,000.00	
Software monthly debt services	36					
Office furniture (standard per office)	60		2	$3,500.00	$7,000.00	
Implementation management and oversigh	60				$35,000.00	
Total Capital Costs					**$148,949.53**	
total monthly debt service						**$2,078.33**

APPENDIX F
VENDOR RESPONSE COMPARISONS

City of Plano- Employee Health Clinic- Vendor RFP response- summary

	Care ATC, Inc.	Free First Healthcare Clinics L.P.	Medcor, Inc.
Who responded			
	Yes	Yes.	Yes.
What are qualifications	Care ATC implements and manages primary and wellness care workplace clinics.	We are a provider of employer-sponsored onsite primary care clinics whose clients are self-insured and at financial risk with their medical costs. We provide solutions to controlling and reducing rising health care costs by delivering all clinic-based services and supplies at costs significantly less than the current health plan. These deliverables include, but are not limited to: physician visits, generic medicines, lab work, injections, workers' compensation, diabetic supplies, health risk assessments and more.	The heart of our business, which began in 1984, is providing on-site workplace health services to employees. By treating employees at their place of business, we improve health outcomes for employees and reduce workers' compensation claims and costs. Since our beginning more than twenty years ago, our clinic business has evolved to develop additional service lines, allowing us to triage employee injuries telephonically, manage the drug and alcohol testing initiatives of many companies, and provide general health care to dependents and members of the public.
Experience	29 Clients	We provide on-site medical services for four clients.	Medcor On-Site for 2005 = 102 clinics Medcor On-site for 2006 = 138 clinics Medcor 24/7 Injury Triage for 2005 = 342 companies; 19,000 locations Medcor 24/7 Injury Triage for 2006 = 654 companies; 22,813 locations Medcor Employment Screening Services for 2005 = 20 companies Medcor Employment Screening Services for 2006 = 64 companies
What will they deliver			
Primary medical care for employees and dependents	yes	Yes.	Yes.
Workers injuries (non-acute)	Depending upon client configuration, workers injuries are treated.	yes for non-acute cases	yes for non-acute cases
Worker related medical tests	yes, except for mandated tests or random drug tetst in order to preserve the employee advocacy status	yes	yes including job requried testing
Inoculations and injections (flu shots)	yes	yes	yes
Chronic disease management and maintenance	yes	yes	yes
Preventive health and wellness initiatives	Annual health assessment is encouraged	Required to participate in annual health assessment,; review by medical person and additional health information on website	Optional preventive health participation with health assessment and linkage to local fitness centers
Manage out-referred patients	Work with Plan Administrator and can provide oversight	Refer to specialists in the client's netowrk; all referrals will be monitored and managed	Will manage out-referred patients with our systems and software to ensure that the needs of patients are being met appropriately for on-going care and follow-up.
Manage return-to- work cases	Depending upon client configuration, workers issues are addressed, up to and including return to work.	The on-site physician works directly with your risk manager and employee in determining return to work status and compliance in a timely manner.	Actively maintaining communication lines with all parties involved. We will return employees to work as soon as possible, using temporary modified duty or changing assigned tasks to get employees back into the workforce.
Provide educational and health coaching	Each encounter in a Care ATC Clinic includes reference to and review of the most recent Personal Health Assessment and subsequent patient encounters. (ex. A patient seeing the doctor with a sinus infection also spends time discussing cholesterol or diabetes issues.)	One of the many advantages to the health care clinic is the on-site medical staff serves as personalized wellness coaches. Their approach is to be proactive with members health and to become educators regarding ways to improve health. In addition, they make members more accountable for the use of their maintenance medications and dietary choices.	We will provide educational and health coaching for those at risk by virtue of lifestyle or established health conditions by handing out health information, utilizing online resources, and giving one-on-one counseling as appropriate.
Prescription service	yes	Yes.	Yes.
Will they include a facility provision			
	possible consideration for retaining lease; build-out costs directly to client	no	consider as pass-through cost; not included in bid

City of Plano- Employee Health Clinic- Vendor RFP response- summary

	CareHere, LLC.	Hummer Whole Health Management, Inc.	Concentra Health Services, Inc.
Who responded			
	Yes	Yes.	Yes, Texas State Charter Number - 00098279
What are qualifications	Carehere was formed to manage onsite healthcare services for health plan sponsors.	Whole Health has the experience, record of performance, and creativity the City of Plano seeks in a partner to operate on-site Health Services Centers at your site. Whole Health is a privately owned company that has been in business since 1981, providing integrated occupational health, urgent, preventive and primary care, physical therapy, employee assistance counseling, wellness and physical fitness services, and health risk and disease management ("HRDM"). Nearly 700 Whole Health Associates work at our on-site health and wellness centers to optimize employee health and productivity for our clients. We have extensive experience integrating the full spectrum of care from occupational medicine, to urgent care, to primary care, to prevention and wellness. Whole Health's on-site health and wellness centers improve workforce productivity and improve the bottom line for our clients. We currently serve 26 client organizations at 65 sites. Our health, wellness and fitness centers, located in 21 states, the District of Columbia, and Guam, serve over 300,000 employees and dependents.	We operate a nationwide network of primary care and on-site centers principally dedicated to the treatment of workplace injuries, including a range of physical therapy and rehabilitation services, and the performance of other employment-related healthcare services. Non-injury occupational health services include physical examinations, drug and alcohol testing, functional capacity testing, and other related programs designed to meet specific employer, state, or federal requirements.
Experience	Seven. CareHere currently services 16 clients. We presently manage 25 clinics around across the USA.	26 Clients, 65 Clinics in 2006	Concentra averages 130,000 employers nationally.
What will they deliver			
Primary medical care for employees and dependents	yes	Yes.	yes
Workers injuries (non-acute)	yes for non-=acute care	yes for non-acute cases	yes for non-acute cases
Worker related medical tests	yes, including job required testing and surveilance testing	yes including return-to-work decisions	yes, including medical surveilance testing
Inoculations and injections (flu shots)	yes	yes	yes
Chronic disease management and maintenance	yes	yes including potential outsourcing with Health Dialog	Yes, including potential outsourcing with Trestle Tree
Preventive health and wellness initiatives	Extension of disease management program	Offer a program "Moving in the right Directioo" containing six program focussed on improving lifestyles	Yes, use with Trestle Tree
Manage out-referred patients	Health Coaches, R.N. Health Coaches to alert them that our coaches are R.N.s	Reduce the need for off-site management of cases	Close management through face-to-face interviewing of patients, providers. Measureing case outcomes to reduce absenteeism
Manage return-to- work cases	Occupational Case Management.	Assist in the development of a detailed and precise job database, which our clinicians will use to enable injured associates to optimize their work capabilities while facilitating injury recovery and a progressive return to full work capacity. We will perform functional assessment and maintain a Restrictions Database in our EHR system.	Educate employers and outside providers on the benefits of a transitional return-to-work program. Focus on increasing the function of the employee, not just symptom reduction.
Provide educational and health coaching	Care managers will contact patients with certain abnormal lab results that are revealed in HRAs or routine on-site lab work. Education is another important aspect of our care management program. Care management nurses provide educational support. Furthermore, health education materials are sent to participants based on their medical assessment, condition and receptivity of interventions provided by care management nurses.	Identify patients in need of coaching during a patient encounter at the on-site clinic, or upon completion of an iHealth record. Patients are risk stratified, and an appropriate, individualized intervention plans will be formulated based upon the specific risk profiles.	Can provide ongoing health coaching for those participants who could benefit with health coaching. One-on-one telephonic interactions or can use the Nurse Educator role to provide educational training, coaching, and the implemention of health-related services (such as vitals monitoring, laboratory collections, and other testing).
Prescription service	yes	Yes.	yes
Will they include a facility provision			
	no	no	no

City of Plano- Employee Health Clinic- Vendor RFP response- summary

	Care ATC, Inc.	Free First Healthcare Clinics L.P.	Medcor, Inc.
Compliance with Federal and State Requierments	Care ATC is 100% HIPAA and ADA compliant. Compliance with state Workers Compensation mandates is acquired on a state by state, client by client basis. No areas of non-compliance stated.	Our IT department is able to provide the City with evidence of secured site definition for all web based functions. All physicians will provide to Free First and our client proof of certification to be a WC provider. CLIA certification can be provided to the City once we open the clinic and receive approval from the organization. No areas of non-compliance stated.	We warrant that we are in compliance with all applicable laws and regulations. Our policies and procedures take into account HIPAA, ADA and WC requirements, among others. Please specify what particular documentation that you may wish to have to verify our compliance. No areas of non-compliance stated.
Staffing format	see: Staffing Comparison	see: Staffing Comparison	see: Staffing Comparison
What do they charge	see; Financial Comparison	see; Financial Comparison	see; Financial Comparison
How do they report savings	A market value for each service is generated from PPO fee schedules, Medicare base plus percentage or reasonable and customary fee schedules.	Free First compares network pricing to your clinic costs for each CPT code. Additional financial analysis is performed with all levels of service, including pharmacy, labs, supplies and radiology, as a comparison to your current health plan expenses. Having a payor that provides Free First with timely and accurate health plan data is vital to our timeliness and accuracy of results. We will look to the City to make certain its payor is engaged in the clinic process.	Our fixed fee pricing model makes measuring our financial performance relatively straight forward. Internally, we must stay in budget, since our fees to the City are capped contractually. The city can use independent data from its TPA and health plans to measures overall total costs incurred year over year to see the impact of our services. If our services are effective, employees will seek less care off-site and health plan expenses paid should go down. We will estimate savings based on the market value of the service we provide but do not bill your insurance for. Lastly, we will work with the City to incorporate whatever metrics you need to feel confident you are adequately measuring our financial performance.
How do costs compare to City managed facility	see: Loaded Comparison to City Managed	see: Loaded Comparison to City Managed	see: Loaded Comparison to City Managed

City of Plano- Employee Health Clinic- Vendor RFP response- summary

	CareHere, LLC.	Hummer Whole Health Management, Inc.	Concentra Health Services, Inc.	
Compliance with Federal and State Requierments				
	Use of lectronic medical record. Usernames and passwords are periodically changed. At registration, patients are encouraged to use unusual passwords with a combination of letters and numbers. Furthermore, the system requires that usernames and passwords be different. The session between browser and server is encrypted using a secure socket layer (SSL) certificate. No areas of non-compliance stated.	Please refer to Appendix O for a copy of WHM Privacy statement. WHM follows state and federal requirements for WC based on location including completion of FROI forms. No areas of non-compliance stated.	Please see Attachment - HIPAA and Other Employment Policies. These are examples and not inclusive of all the policies that Concentra enforces. No areas of non-compliance stated.	
Staffing format				
	see: Staffing Comparison	see: Staffing Comparison	see: Staffing Comparison	
	see; Financial Comparison	see; Financial Comparison	see; Financial Comparison	
How do they report savings				
	We address this with our Financial Report.	From Appendix F : Savings compares 'Market' costs to clinic cost, including Direct Coost savings, Indirect Cost savings and Risk Avoidance savings	We need to define the financial parameters to be tracked (as there a numerous). We will be able to track many indicators.	
How do costs compare to City managed facility				
	see: Loaded Comparison to City Managed	see: Loaded Comparison to City Managed	see: Loaded Comparison to City Managed	

Discussion/Action Items for Future Council Agendas

2007

May 9 - Multicultural Roundtable, Sockwell Center, 6:30 p.m.

May 15 – Police Memorial Service, Haggard Park, 1 p.m.

May 24 – District 3 Neighborhood Roundtable, PSA StarCenter, 7 p.m.

May 28 – Memorial Day

May 29
Planning and Zoning Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

June 5 – City Council Retreat

June 11
Transition & Revitalization Commission

June 21 – 24, TCMA Conference, San Antonio

June 25
Board of Adjustment
Mobility Report
DART Report
Comprehensive Monthly Financial Report

July 4 – Independence Day

July 23
Building Standards Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Board and Commission Re-appointments

Updated 5/9/2007 12:51 PM

VIa

July 25
Submission of FY 2007-08 Budget and Community Investment Program

August 13
Retirement Security Plan Committee

Community Investment Program Worksession
Public Hearing on Budget and CIP
Vote on Proposed Tax Rate

August 18
Council Budget Worksession

August 23
- First Public Hearing on Tax Rate
- District 4 Neighborhood Roundtable, PSA StarCenter, 7 p.m.

August 25 – Board and Commission Reception, Municipal Center, 2 p.m.

August 27
Parks and Recreation Planning Board
Mobility Report
DART Report
Comprehensive Monthly Financial Report

August 28 – Second Public Hearing on Tax Rate

August 30 – Board and Commission Reception, PSA StarCenter, 6 p.m.

September 3 – Labor Day

September 10
Self Sufficiency Committee

September 24
Plano Housing Authority
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Board and Commission Appointments

October 7 – 10, ICMA Conference, Pittsburgh

VLB

October 8
TIF #1 & #2 Boards

October 18 – District 2 Neighborhood Roundtable, Sockwell Center, 7 p.m.

October 22
Youth Advisory Committee
Mobility Report
DART Report
Comprehensive Monthly Financial Report

November 7 – 9, TML Conference, Dallas

November 12
Technology Commission

November 13 – 17, NLC Conference, New Orleans

November 22 & 23 – Thanksgiving Holidays

November 27
Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 10

December 18
Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 24 & 25 – Christmas & Winter Holidays

Updated 5/9/2007 12:51 PM

VIC

CITY COUNCIL

1520 AVENUE K

DATE: May 14, 2007

CALL TO ORDER: 7:00 p.m.

INVOCATION: Rabbi Stefan Weinberg
Congregation Anshai Torah

PLEDGE OF ALLEGIANCE: Cub Scout Pack 200, Den 10
Christ United Methodist Church

ITEM NO.	EXPLANATION	ACTION TAKEN

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.

The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.

PROCLAMATIONS AND SPECIAL RECOGNITION

Special Recognition: 2007 Employee of the Year- Heather Merchant

Presentation: 2007 Paul L. Standberry Scholarship Award

Proclamation: Public Service Recognition Week – 2007

Presentation: To the City of Plano from the Ben Thomas Family

Special Recognition: Patrick Brunelle and Renee Kilpatrick

Special Recognition: Paul David Morgan – Recipient of National American Red Cross Health and Safety Services Award

Presentation: 2007 Outdoor Air Quality Poster Contest Winners

Proclamation: American Legion Auxiliary Poppy Month – 2007

Proclamation: National Salvation Army Week

Proclamation: Lone Star Pet Adoptathon Weekend

OATHS OF OFFICE

Keep Plano Beautiful
Chris White

Plano Transition and Revitalization Commission
Sharon Marsh-Wyly

ITEM NO.	EXPLANATION	ACTION TAKEN
	COMMENTS OF PUBLIC INTEREST **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.** **BOARD AND COMMISSION REPORT** Heritage Commission Annual Report – Justin Nichols, Chair **CONSENT AGENDA** **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.**	
(a)	**Approval of Minutes** April 23, 2007 May 1, 2007- Meeting Regarding Plano Asian Community May 1, 2007- Special Called Meeting **Approval of Expenditures** **Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)**	
(b)	**Bid No. 2007-83-C** for RSP-Retirement Security Plan Actuarial Services to Gabriel, Smith & Company in an estimated annual amount of $26,500. This is a one-year contract with three city optional renewals.	
(c)	**Bid No. 2007-107-C** for (DVR) Digital Video Recording System to Alliance Wireless Technologies, Inc. for an annual fixed price contract in the estimated amount of $70,210 for Environmental Waste Services. Each renewal period, items will be ordered on an "as needed" basis within approved budget appropriation(s).	
(d)	**CSP No. 2007-36-C** for Imaging Software, Hardware, and Services to VP Imaging, Inc. dba DocuNav Solutions, in the estimated annual amount of $103,512. This will establish an annual fixed price contract, with three optional one-year renewals.	
(e)	**Bid No. 2007-120-B** for the 2006-2007 Residential Concrete Pavement Rehabilitation Project, Zones J6S to Jerusalem Corporation in the amount of $1,000,074. This project involves the replacement of street and alley pavement in the residential areas bounded by Spring Creek Parkway on the south, Custer Road on the east, Legacy Drive on the north, and Independence Parkway on the west.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(f)	**Bid No. 2007-121-B** for the 2006-07 Arterial Concrete Pavement Rehabilitation Project, 15th Street, to Hencie International in the amount of $628,125. This project involves the replacement of arterial street paving, curb and gutter, sidewalk repair and barrier free ramp construction, on 15th Street between Coit Road and Central **Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)**	
(g)	To approve the terms and conditions of an architectural services contract by and between the City of Plano and Wiginton Hooker Jeffry, P.C. in the amount of $434,505 for Plano Fire Station No. 13; and authorizing the City Manager to execute all necessary documents.	
(h)	To approve a Landscape Architectural Services Agreement by and between the City of Plano and La Terra Studio, Inc. in the amount of $35,150 for improvements at Russell Creek Park and authorizing the City Manager to execute all necessary documents. Project elements include renovation of the irrigation system in the northwest quadrant of the park, screened storage pads (two), speed hump replacement, concrete bleacher pads in the northwest quadrant, cricket pitch renovations, main entry drive repairs, and playing surface repairs in the northwest quadrant.	
(i)	To approve a Landscape Architectural Services Agreement by and between the City of Plano and La Terra Studio, Inc. in the amount of $125,500 for Cheyenne Park improvements and authorizing the City Manager to execute all necessary documents. Project elements include renovation of the irrigation system, storage pad, plaza renovations, backstop/dugout renovations, bleacher shade structures, parking lot renovations, loop trail, site furnishings, and signage. **Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).**	
(j)	To approve the purchase of Upgrade for Sun StorageTek Storage Area Network in the amount of $43,268 from Sun Microsystems through an existing contract with the Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-503).	
(k)	To approve the purchase of Servers and Storage for Police Departments Digital Video Recording (DVR) project in the amount not to exceed $175,000 from Hewlett Packard through an existing contract with the Department of Information Resources, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-223).	
(l)	To approve the purchase of FitLinxx Intelligent Exercise Solutions for the Tom Muehlenbeck Recreation Center in the amount of $40,033 from FitLinxx through an existing contract/agreement with TXMAS, and authorizing the City Manager to execute all necessary documents. (TXMAS-7-78020).	

ITEM NO.	EXPLANATION	ACTION TAKEN
(m)	To approve the purchase of fitness equipment and office furnishings for the Tom Muehlenbeck Recreation Center from Cybex (TXMAS-6-78010) for strength and cardio equipment in the amount of $66,139; Plano Office Supply (TXMAS-3-7110250-13) for office furnishings in the amount of $67,078; Plano Office Supply (Interlocal #2004-45-I) for chairs in the amount of $19,508; Fitco (BuyBoard #261-07) for cardio and weight equipment in the amount of $156,396; McKinney Office Supply (TXMAS-7-711040) for lounge seating in the amount of $37,693 and StarTrac (TXMAS-7-78070) for cardio and equipment in the amount of $40,228 through an existing contract /agreement with TXMAS, BuyBoard and Collin County Interlocal Contract, and authorizing the City Manager or his designee to execute all necessary documents.	
	Adoption of Resolutions	
(n)	To approve and authorize the refunds of property tax overpayments; and providing an effective date.	
(o)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas and GE Healthcare IITS USA Corp., a New York Corporation, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date.	
(p)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Layered Technologies, Inc., a Texas Corporation, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date.	
(q)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas and Sotherby Homes, and/or one of its affiliates, to promote state and local economic development and to stimulate business and commercial activity in the City and County; authorizing its execution by the City Manager; and providing an effective date.	
(r)	To approve the terms and conditions of an Interlocal Agreement by and between City of Plano and University of Texas at Dallas for educational services at a fee not to exceed $8,995; authorizing its execution by the City Manager; and providing an effective date.	
(s)	To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and the Collin County Community College District, providing terms and conditions for educational services, authorizing its execution by the City Manager; and providing an effective date.	
(t)	To approve the terms and conditions of an "Application and Letter of Agreement for Construction Services" for relocating and protecting Southwestern Bell Telephone (SWBT) Fiber Trunk Cables along Plano Parkway due to sewer repairs; authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN

ITEMS FOR INDIVIDUAL CONSIDERATION:

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.

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.

(1) **Public Hearing and adoption of an ordinance** to designate a certain area within the City of Plano as Reinvestment Zone No. 108 for a Tax Abatement consisting of a 4.644 acre tract of land located approximately at the northeast corner of Tennyson Parkway and Bishop Road, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date.

(2) **A Resolution** to approve the terms and conditions of an agreement by and between the City of Plano, Texas, the County of Collin, Texas, the Collin County Community College District, Lincoln Brookdale Associates, LP, a Texas Limited Partnership and GE Healthcare IITS USA Corp., a New York Corporation, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager; and providing an effective date.

(3) **Public Hearing and an Ordinance as requested in Zoning Case 2007-06** – To, amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 582 so as to allow the additional use of Private Recreation Facility on 1.1± acres of land located at the northeast corner of Los Rios Boulevard and Fitzgerald Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Newmark Homes.

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.

THE CITY OF PLANO TEXAS JUNE 2, 1873

I certify that the above notice of meeting was posted on the bulletin board in the Municipal Building, 1520 Avenue K Plano, Texas on the 10 day of MAY 2007, at 5:00 o'clock. PM

Dale Tucci
City Secretary

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		4/30/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Special Recognition: 2007 Employee of the Year – Heather Merchant

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ 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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		4/30/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Presentation: 2007 Paul L. Standberry Scholarship Award

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ 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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
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Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	JDF	4/30/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Proclamation: Public Service Recognition Week - 2007

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ 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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		5/3/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Presentation: To the City of Plano from the Ben Thomas Family

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ 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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	JM	5/8/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Special Recognition: Patrick Brunelle and Renee Kilpatrick

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ 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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	[signature]	5/8/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Special Recognition: Paul David Morgan – Recipient of National American Red Cross Health and Safety Services Award

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ 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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		4/30/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Presentation: 2007 Outdoor Air Quality Poster Contest Winners

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ 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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		5/1/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Proclamation: American Legion Auxiliary Poppy Month - 2007

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ 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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
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Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	JRW	4/30/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Proclamation: National Salvation Army Week

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ 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

REV 08/98

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		5/1/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Proclamation: Lone Star Pet Adoptathon Weekend

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S):

COMMENTS:

SUMMARY OF ITEM

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

PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
April 23, 2007

COUNCIL MEMBERS

Pat Evans, Mayor
Scott Johnson, Mayor Pro Tem
Sally Magnuson, Deputy Mayor Pro Tem
Shep Stahel
Loretta Ellerbe
Harry LaRosiliere
Jean Callison
Lee Dunlap

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary
Kristy Land, Assistant City Secretary

Mayor Pro Tem Johnson called the meeting to order at 5:08 p.m., Monday, April 23, 2007, in the Council Chambers. All Council Members were present with the exception of Mayor Evans. Mayor Pro Tem Johnson and Council Members Dunlap, Callison, and Ellerbe attended an informal tour of the Interurban Station prior to the Executive Session. Mayor Pro Tem Johnson stated that the Council would retire into Executive Session in Training Room A of the Municipal Center, 1520 K Avenue in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 for which a certified agenda is not required.

Mayor Pro Tem Johnson reconvened the meeting back into the Preliminary Open Meeting at 5:50 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion

No items were brought forward.

Personnel Appointments

A. Plano Transition and Revitalization Commission

Upon a motion made by Deputy Mayor Pro Tem Magnuson and a second by Council Member Callison, the Council voted 7-0 to appoint Sharon Marsh-Wyly as the Community Relations Commission representative to the Plano Transition and Revitalization Commission with an interim term expiring in October of 2008.

B. Keep Plano Beautiful Commission

Upon a motion made by Council Member Stahel and a second by Council Member Ellerbe, the Council voted 7-0 to appoint Karen Mitchell as an interim member to the Keep Plano Beautiful Commission with a term expiring in October of 2008.

DART Report

DART Board of Directors Representative Robert Pope stated that he enjoyed his ten years serving on the Board. Mayor Pro Tem Johnson thanked Mr. Pope for his long and dedicated service to Plano and DART and welcomed new member Linda Paulk. Ms. Paulk spoke to looking forward to serving her term.

Comprehensive Monthly Financial Report

Director of Finance McGrane presented the Comprehensive Monthly Financial Report for March 2007. He spoke to the General Fund being ahead of last year primarily due to an increase in sales tax revenues. Mr. McGrane spoke to a decrease in revenues in the Water and Sewer Fund due to the Stage III drought levels and water conservation efforts. He spoke to operational expenses at Plano Centre, the unemployment level in the City, sales tax comparisons with other cities and good levels in the refuse collection account. Mr. McGrane spoke to a slight dip in housing starts and stated that there has been an increase on the commercial side. He spoke regarding investments and the upcoming bond sale with funds received in June. City Manager Muehlenbeck spoke to the current level of sales tax and being mindful of the possible impact of future retail space in the cities of Allen and Fairview. Mr. McGrane responded to the Council regarding housing values being exclusive of land value.

Water and Sewer Rates

Budget and Research Director Rhodes spoke to revenues being down in the Water and Sewer Fund and to efforts to recover increased costs from the North Texas Municipal Water District (NTMWD). She spoke to the use of the reserve fund balance to offset rates and the reduction in its level to $2 million. Ms. Rhodes spoke to the recommendation to move to a three-year averaging plan, promoting water conservation and moving the school district from the residential to the commercial rate.

Ms. Rhodes spoke regarding the City's financial policy requiring maintaining 45 days of working capital, but stated that 60 days is preferable and spoke regarding the possible deficits that would be realized if no action were taken to address the situation. City Manager Muehlenbeck spoke to expenditures remaining constant due to the "take or pay" system and Ms. Rhodes spoke regarding the current 20% reduction in usage as compared to last year and the major sewer line break with a total cost of $8.5 million being paid partially from funds left in the Water and Sewer Debt Fund. She spoke to the current level of $2 million in the reserve fund and to building it back up.

Ms. Rhodes spoke to the credit on O&M expenses only of twenty cents per 1,000 gallons not used and losses in revenue of $15.6 million since 2002. She spoke to built-in increases that will happen every year and responded to the Council that the "take or pay" contract will not expire unless it is renegotiated. Ms. Rhodes spoke to the subcommittee's options which include increasing both the water and sewer rates by 5% resulting in 37 days of operation this year and 20 next year; increasing the water rate by 10% and the sewer by 5% providing 56 days of operation in 2007-08; or the one recommended which would increase both water and sewer rates by 5% and all base meters by $1.00 which would result in 51 days of operation. She spoke to the need to establish a water and sewer reserve policy to offset future rate increases and weather patterns and reviewing the operating expenditures of the Water and Sewer Fund during the budget process.

Ms. Rhodes spoke to the City's rates being in the middle as compared to other cities and to those cities that subsidize rates or may have another provider. Mayor Pro Tem Johnson spoke to putting together a committee to meet with representatives from NTMWD in order to effect a change. He spoke to the City's efforts at conservation and being penalized. Mr. Muehlenbeck spoke to working towards charging the full rate for the delta over previous year's usage rather than a cheaper rate and to the need for approval by all thirteen member cities. He spoke to an upcoming meeting with district members and stated that a subcommittee of the Council or any suggestions would be appreciated. Mr. Muehlenbeck responded to the Council that the "take or pay" system was established to make it clear to those purchasing the debt that it would be taken care of since it guarantees that any City taking water would be contracting for at least their peak usage. He spoke to the district looking at operating expenses and determining debt service in adjusting rates and to the City being charged based on its largest consumption. Council Member Ellerbe spoke to the continuation of conservation efforts even after the drought eases and Mr. Muehlenbeck spoke to adjusting summer water rates to discourage use. He spoke to adjustments allowing citizens to water two different days per week which may be helpful and the difficulty in determining those cities who have had reductions in usage. Ms. Rhodes responded to the Council, stating that the increase would be roughly 12% when considering water/sewer along with the base meter increase and further advised that rates would be effective May 1, 2007. She spoke to building up the reserve fund, the effect of the sewer main break and other cities that could sell debt while Plano is "pay as you go."

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Consent and Regular Agenda

Council Member Dunlap advised that he would be stepping down on Consent Agenda Items "F," Bid No. 2007-119-B for Intersection Improvements 2005 to Jim Bowman Construction Company, L.P.; and "AA," an ordinance to amend 7.1± acres located at the southeast corner of Park Boulevard and Alma Drive from Corridor Commercial to Planned Development-195-Corridor Commercial due to possible conflicts of interest.

Council Member Stahel advised that he would be stepping down on Consent Agenda Items "D," CSP 2007-93-C for Desktop Computers to Dell Marketing L.P. in the estimated annual amount of $775,695; "I," purchase from an existing contract for replacement Laptop Computers in the amount of $76,250 from various vendors; "J," purchase from an existing contract for an Upgrade for Sun StorageTek XL700 Tape Library in the amount of $42,161; and "K," purchase from existing contract for network infrastructure server replacement from Sun Microsystems due to possible conflicts of interest.

Council Reports

Mayor Pro Tem Johnson reported on the Interurban Station Tour and spoke to the museum at Haggard Park being not only educational and historical, but essentially a part of the tourism and convention business in Plano. He spoke to tours held and a mandate by the school district for all fourth graders to tour the facility along with the DART Station, Haggard Park, the Courtyard Theater and the Cox Building highlighting the City's history. Council Member Ellerbe spoke regarding a recently received donation of railroad memorabilia.

Mayor Pro Tem Johnson spoke to Council Members attendance at a recognition of the school district's Outdoor Learning Center at Williams High School. He referenced the thirty years of environmental instruction and education provided and spoke to the collaboration between the City and school district to benefit the entire community.

Nothing further was discussed. Mayor Pro Tem Johnson recessed the meeting at 6:43 p.m.

Scott Johnson, Mayor Pro Tem

ATTEST

Kristy Land, Assistant City Secretary

PLANO CITY COUNCIL
April 23, 2007

COUNCIL MEMBERS
Pat Evans, Mayor
Scott Johnson, Mayor Pro Tem
Sally Magnuson, Deputy Mayor Pro Tem
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Rod Hogan, Executive Director
Diane Wetherbee, City Attorney
John Gilliam, First Assistant City Attorney
Diane Zucco, City Secretary
Kristy Land, Assistant City Secretary

Mayor Pro Tem Johnson convened the Council into the Regular Session on Monday, April 23, 2007, at 7:03 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Evans.

The invocation was led by Father R. James Balint of Prince of Peace Catholic Community.

The Pledge of Allegiance was led by Representatives of Brownie Troop 1904 of Dooley, Forman, Meadows, and Mendenhall Elementary Schools.

Mayor Pro Tem Johnson read proclamations recognizing Asian American Heritage Week- 2007, National Wildflower Week, Better Hearing and Speech Month- May 2007, and National Historic Preservation Month- May 2007.

Mayor Pro Tem Johnson presented a certificate of appreciation to Robert Pope for his service on the DART Board of Directors, Robert G. Masengill for his service on the Plano Transition and Revitalization Commission, and Joseph Celso for his service on the Keep Plano Beautiful Commission.

Mayor Pro Tem Johnson administered oaths of office to incoming DART Board of Directors member Melinda S. Paulk and Public Arts Committee member Joseph P. Connolly.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

BOARD AND COMMISSION REPORT

Community Relations Commission Chair, Robert G. Masengill reviewed the major accomplishments of 2007, which included approval of the Affirmation Action Report for 2007 and completion of the grant cycle for four grants. He discussed the grant process overview and cycle, and provided a detailed summary of participation hours of commission members, agency staff, and City Staff. Mr. Masengill advised regarding the financial challenge for 2007 where there were more requests than funds allocated leaving a gap for the Commission to address. He responded to Council Member Dunlap regarding public service representing materials, labor, and supplies for a particular job, whereas the non-public service represents renovations and remodeling. Council Member Stahel and Mayor Pro Tem Johnson thanked Mr. Masengill and the Commission for their hard work and commitment.

CONSENT AGENDA

Upon the request of Council Member Stahel, Consent Agenda Items "D," "J," "K," and "I" were removed for individual consideration due to possible conflicts of interest.

Upon the request of Council Member Dunlap, Consent Agenda Items "F" and "AA" were removed for individual consideration due to possible conflicts of interest.

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

Approval of Minutes [Consent Agenda Item (A)]

April 9, 2007

Approval of Expenditures

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

Bid No. 2007-101-B for the Enfield Park Improvements in the amount of $2,191,609 to Dean Electric, Inc. dba Dean Construction. This bid includes renovations to the irrigation system, decorative paving, backstops, dugouts, playground, shade structures, signage, the addition of bleacher shade structures, and a tournament gathering area. [Consent Agenda Item (B)] (See Exhibit "A")

Bid No. 2007-104-B for the 2006-2007 Residential Concrete Pavement Rehabilitation Project, Zones G6 to Jerusalem Corporation in the amount of $1,018,111. This project involves the replacement of street and alley pavement in the residential areas bounded by Parker Road on the south, Coit Road on the east, Spring Creek Parkway on the north, and Preston Road on the west. [Consent Agenda Item (C)] (See Exhibit "B")

Bid No. 2007-117-B for Dallas North Trunk Sewer Main Rehab- Phase III to North Texas Contracting, Inc., in the amount of $1,247,711. This project consists of construction of approximately 4,200 feet of 30-inch diameter sewer line along President George Bush Turnpike from Pitman Creek to just west of Custer Road. [Consent Agenda Item (E)] (See Exhibit "C")

Bid No. 2007-109-B for Parker Road – K Avenue to Raton Lane to Ed Bell Construction Company in the amount of $3,659,000. This project consists of widening Parker Road from a four-lane to a six-lane thoroughfare from K Avenue to Raton Lane. This project also includes the installation of a twelve-inch water line between N Avenue and P Avenue, storm drainage, driveways, sidewalk, landscaping, and irrigation construction. [Consent Agenda Item (G)] (See Exhibit "D")

Bid No. 2007-95-C for an annual fixed price contract for Athletic Field Bulk Fertilizer to Helena Chemical Co. in the estimated annual amount of $112,560. This will be a one year contract with no City optional renewals. [Consent Agenda Item (H)] (See Exhibit "E")

Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).

To approve the purchase for cabling and installation of the new Digital Video Recording (DVR) Downloading Stations in the amount of $45,307 from Henkel's and McCoy through an existing contract with the City of Plano, and authorizing City Manager to execute all necessary documents (2004-114-C). This will allow Digital Video Recording (DVR) downloading stations for the Main Police Station, Joint Use Facility, and Fire Station 7/802. [Consent Agenda Item (L)]

To approve the purchase and installation of new carpet in the amount of $31,044 for the Liberty Recreation Center from Gomez Floor Covering, Inc. through an existing contract/agreement with BuyBoard; and authorizing the City Manager to execute all necessary documents. (BuyBoard Cooperative Purchasing Contract No. 241-06; Vendor Contract No. 465) [Consent Agenda Item (M)]

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

To approve a contract for professional services by and between the City of Plano and Grant Thornton LLP in the estimated amount of $29,400 for audit services of the City's Retirement Security Plan and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (N)]

To approve an engineering services contract by and between the City of Plano and Chiang, Patel & Yerby, Inc., in the amount of $100,918 for Independence Parkway Widening from McDermott Road to SH 121, and authorizing the City Manager to execute all necessary documents. Funding is available from the 2006-2007 Street Improvement Community Investment Program. [Consent Agenda Item (O)]

Approval of Oversize Participation

To approve and authorize reimbursement to Pasquinelli Portrait Homes- Willow Crest L.P. for oversized paving improvements associated with the construction of Rasor Boulevard and McDermott Road, in the amount of $196,574. [Consent Agenda Item (P)]

Approval of Change Order

To Dal-Tech Engineering, Inc., increasing the professional services contract by $28,205 for the Alma Road Widening, from Spicewood Drive to Hedgcoxe Road, project. Contract Modification No. 1 is for additional design and survey work for widening Alma Road north of Hedgcoxe Road to Rowlett Creek. [Consent Agenda Item (Q)]

To Dean Electric, Inc., dba Dean Construction, increasing the contract by $169,884 for Archgate Park, Project No. 5183, Change Order #2 (Bid #2006-151-B). This change order will provide 13 acres of solid sod, 8 acres at Preston Meadow Park, and 5 acres at Hoblitzelle Park. All of the sod will be in the sports field areas. [Consent Agenda Item (R)]

Adoption of Resolutions

Resolution No. 2007-4-11(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas providing terms and conditions concerning the collection of property taxes, authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (S)]

Resolution No. 2007-4-12(R): To approve and authorize the refunds of property tax overpayments; and providing an effective date. [Consent Agenda Item (T)]

Resolution No. 2007-4-13(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County Community College District providing terms and conditions for the provision of library automation services to Collin County Community College District; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement approved herein; and providing an effective date. [Consent Agenda Item (U)]

Resolution No. 2007-4-14(R): To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for a "Click It or Ticket" project, to be conducted during Memorial Day holiday period; authorizing the City Manager to execute any other documents necessary to effectuate the action taken; and providing an effective date. [Consent Agenda Item (V)]

Resolution No. 2007-4-15(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and the Dallas County Community College District, providing terms and conditions for educational services, authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (W)]

Resolution No. 2007-4-16(R): To approve the terms and conditions of an agreement between the City of Plano, Texas and David Newton, a qualified professional artist, for the fabrication, delivery, and installation of two artworks as the Veterans' Memorial at Memorial Park; and authorizing the City Manager to execute such agreement with David Newton; and providing an effective date. [Consent Agenda Item (X)]

Resolution No. 2007-4-17(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing terms and conditions for the widening of Parker Road, From K Avenue to Raton Lane; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (Y)]

Adoption of Ordinances

Ordinance No. 2007-4-18: To transfer the sum of $3,500,000 from the Water & Sewer Unappropriated Fund Balance to the Water & Sewer CIP Appropriation for Fiscal Year 2006-2007 for the purpose of providing additional funding for emergency sewer repair; amending the budget of the City and Ordinance 2006-9-9, as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date. [Consent Agenda Item (Z)]

Ordinance No. 2007-4-19: To supersede Ordinance No. 2006-12-22 for the purpose of correcting a clerical error in Section I of the ordinance which disannexed 5.2± acres of land out of the John Smith Survey, Abstract No. 1226 from the City of Plano, Denton County, Texas, and contracting the boundary limits of the city limits of the City of Plano, Texas, so as to exclude said property from the City limits; and relinquished any and all extraterritorial jurisdiction the City of Plano may have had in and to said tract of land; and providing a severability clause and an effective date. [Consent Agenda Item (BB)]

Ordinance No. 2007-4-20: To amend Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-74(b) of the City of Plano Code of Ordinances to add a new Subsection "Dominion Parkway" that establishes the interim prima facie speed limit for motor vehicles operating along Dominion Parkway within the corporate limits of the City of Plano; authorizing and directing the Traffic Engineer to cause placement of traffic control devices indicating the speed limit; providing a fine for criminal penalties not to exceed $200 for each offense; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date. [Consent Agenda Item (CC)]

Ordinance No. 2007-4-21: To amend specific sections of Ordinance No. 2006-9-27 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to increase the fee schedules for water and sewer services effective May 1, 2007, and providing a repealer clause, a severability clause, a savings clause, and an effective date. [Consent Agenda Item (DD)]

Purchase from Existing Contract/Agreement: Approval of the purchase and installation of digital video recorders and accessories in the amount of $799,100 from Integrian Inc. through an existing contract/agreement with the City of Dallas, and authorizing the City Manager to execute all necessary documents. Contract #2006-1264. [Consent Agenda Item (EE)]

END OF CONSENT

Due to possible conflicts of interest, Council Member Stahel stepped down on from the bench on the following four items which were considered concurrently:

CSP 2007-93-C for Desktop Computers to Dell Marketing L.P. in the estimated annual amount of $775,695. This will establish an annual contract with three optional one-year renewals. [Consent Agenda Item (D)] (See Exhibit "F")

Purchase from Existing Contract/Agreement: To approve the purchase of replacement Laptop Computers in the amount of $76,250 from various vendors; Gateway (DIR-SDD-220), Dell (DIR-SDD-192), Portable Computer Systems (DIR-VPC-03-039), Austin Ribbon & Computer (DIR-SDD-516), Hewlett Packard (DIR-SDD-223), IBM (DIR-SDD-190), Lakehills Consulting (DIR-VPC-03-027), and Lenovo (DIR-SDD-200), through existing contracts with Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (I)]

Purchase from Existing Contract/Agreement: To approve the purchase of Upgrade for Sun StorageTek XL700 Tape Library in the amount of $42,161 from Sun Microsystems through an existing contract with the Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-503) [Consent Agenda Item (J)]

Purchase from Existing Contract/Agreement: To approve the purchase of network infrastructure server replacement from Sun Microsystems as an additional vendor through the Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (Sun Microsystems DIR-SDD-503). This document has no financial impact, but adds an additional state contract vendor. [Consent Agenda Item (K)]

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Magnuson, the Council voted 6-0 to approve Bid No. CSP 2007-93-C for Desktop Computers to Dell Marketing L.P. in the estimated annual amount of $775,695; to approve the purchase of replacement Laptop Computers in the amount of $76,250 from various vendors; to approve the purchase of Upgrade for Sun StorageTek XL700 Tape Library in the amount of $42,161 from Sun Microsystems through an existing contract with the Department of Information Resources (DIR); and to approve the purchase of network infrastructure server replacement from Sun Microsystems as an additional vendor through the Department of Information Resources Contract (Sun Microsystems DIR-SDD-503).

Council Member Stahel resumed his seat at the bench.

Due to possible conflicts of interest, Council Member Dunlap stepped down from the bench on the following two items which were considered concurrently:

Bid No. 2007-119-B for Intersection Improvements 2005 to Jim Bowman Construction Company, L.P., in the amount of $683,475. This project consists of construction of left-turn lanes and right-turn lanes on Coit Road at Plano Parkway, additional left-turn and through lanes for northbound Alma Road at Plano Parkway, right-turn lane improvements for westbound Spring Creek Parkway at Coit Road, and right-turn lane improvement for eastbound Spring Creek Parkway at Alma Road. [Consent Agenda Item (F)] (See Exhibit "G")

Ordinance No. 2007-4-22: To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend 7.1± acres located at the southeast corner of Park Boulevard and Alma Drive in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-195-Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. A Public Hearing held and zoning request approved 4/09/07. [Consent Agenda Item (AA)]

Upon a motion made by Deputy Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, the Council voted 6-0 to approve Bid No. 2007-119-B for Intersection Improvements 2005 to Jim Bowman Construction Company, L.P., in the amount of $683,475; and to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend 7.1± acres located at the southeast corner of Park Boulevard and Alma Drive in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-195-Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2007-4-22.

Council Member Dunlap resumed his seat at the bench.

Public Hearing and Resolution No. 2007-4-23(R): To adopt the 2007-2008 Action Plan, including the Final Statement of Community Development Block Grant and HOME Program Objectives and proposed use of $1,905,895 in grant funds for Program Year 2007-2008 and declaring an effective date. [Regular Agenda Item (1)]

Mayor Pro Tem Johnson opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed.

Neighborhood Services Manager Day spoke regarding the grant process and recommendation from the Community Relations Commission for funding over $1.9 million in federal funds. She explained Staff takes recommendations and incorporates them into an Action Plan, which is submitted to the Federal Department of Housing and Urban Development. Ms. Day stated the plan recommends funding for five programs administered by the Neighborhood Services and Planning Department and an additional nine programs administered through local non-profit organizations.

Upon a motion made by Council Member Stahel and seconded by Council Member Ellerbe, The Council voted 7-0 to approve the 2007-2008 Action Plan, including the Final Statement of Community Development Block Grant and HOME Program Objectives and proposed use of $1,905,895 in grant funds for Program Year 2007-2008 and declaring an effective date; and further to adopt Resolution 2007-4-23(R).

Resolution No. 2007-4-24(R): To authorize the filing of applications for Federal Funds in an amount not to exceed $1,750,513 under the Housing and Community Development Act, the HOME Investment Partnership Act, and the American Dream Downpayment Act; designating Thomas H. Muehlenbeck as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. [Regular Agenda Item (2)]

Neighborhood Services Manager Day reviewed the process for receipt of funds.

Upon a motion made by Council Member Stahel and seconded by Deputy Mayor Pro Tem Magnuson, The Council voted 7-0 to authorize the filing of applications for Federal Funds in an amount not to exceed $1,750,513 under the Housing and Community Development Act, the HOME Investment Partnership Act, and the American Dream Downpayment Act; designating Thomas H. Muehlenbeck as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date; and further to adopt Resolution 2007-4-24(R).

Resolution No. 2007-4-25(R): To approve the terms and conditions of agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant (CDBG) funds in the amount of $396,185 and HOME funds in the amount of $227,657 for the provision of various community services; authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (3)]

Neighborhood Services Manager Day requested approval of agreements as presented.

Upon a motion made by Council Member Stahel and seconded by Deputy Mayor Pro Tem Magnuson, The Council voted 7-0 to approve the terms and conditions of agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant (CDBG) funds in the amount of $396,185 and HOME funds in the amount of $227,657 for the provision of various community services; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution 2007-4-25(R).

Ordinance No. 2007-4-26: To amend Section I of Ordinance No. 98-9-32 to extend the franchise granted to CoServ Gas for the transporting, delivery, sales, and distribution of gas in and out of, and through the City of Plano which is set to expire on or about November 23, 2007; and providing a repealer clause, a severability clause and an effective date. (First Reading) [Regular Agenda Item (4)]

Director of Customer/Utility Services Israelson spoke regarding the five-year extension to the natural gas franchise for CoServ. He advised that CoServ is one of two companies that provide natural gas services to the citizens of Plano and the five-year extension mirrors the five-year extension granted last year to Atmos. Mr. Israelson stated there are no current legislative or legal issues outstanding that would prohibit the City from extending the contract and there would be an additional hearing in accordance with the Charter to amend the franchise. Mr. Israelson spoke regarding the four-percent of Plano citizens served by CoServ. First Assistant City Attorney, Gilliam clarified there has to be a thirty-day minimum between the first and second reading.

Upon a motion made by Council Member Ellerbe and seconded by Mayor Pro Tem Magnuson, The Council voted 7-0 to amend Section I of Ordinance No. 98-9-32 to extend the franchise granted to CoServ Gas for the transporting, delivery, sales, and distribution of gas in and out of, and through the City of Plano which is set to expire on or about November 23, 2007; and providing a repealer clause, a severability clause and an effective date to adopt Ordinance No. 2007-4-26.

There being no further discussion, Mayor Pro Tem Johnson adjourned the meeting at 7:54 p.m.

Scott Johnson, Mayor Pro Tem

ATTEST:

Kristy Land, Assistant City Secretary

a-14

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	4/23/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		4.17.07
Dept Signature:	Don Wendell	City Manager		4/17/07
Agenda Coordinator (include phone #):	Susan Berger, x-7255			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☒ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award/Rejection of Bid/Proposal and Conditional Acceptance of Lowest Responsible Bid for Enfield Park Improvements - Project 5720 (Bid #2007-101-B)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	317,087	2,332,913	1,550,000	**4,200,000**
Encumbered/Expended Amount	-317,087	-896,836	0	**-1,213,923**
This Item	0	-2,191,609	0	**-2,191,609**
BALANCE	0	-755,532	1,550,000	**794,468**

FUND(S): PARK IMPROVEMENTS CIP & CAPITAL RESERVE

COMMENTS: Funds are included in the 2006-07 Park Improvements CIP & Capital Reserve. This item, in the amount of $2,191,609, will exceed the current year balance by $755,532 for the Athletic Field Improvements and Athletic Fields Renovation projects. The overage will be encumbered during the current fiscal year and carry forward into cash allocations of FY2007-08.

SUMMARY OF ITEM

Staff recommends that the bid received from Dean Electric, Inc. dba Dean Construction in the amount of $2,191,609 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The bid includes renovations to the irrigation system, decorative paving, backstops, dugouts, playground, shade structures, signage, the addition of bleacher shade structures and a tournament gathering area.

The low bid exceeds the consultant's estimate of $1,622,000 but is within the available funding for athletic field renovations and improvements. Staff does not believe that re-biding the project would result in significantly lower bids.

In the event the low bidder cannot execute the contract documents, staff recommends that the project be awarded to the second low bidder, American Civil Contractors in the amount of $2,250,000.

STRATEGIC PLAN GOAL: Park improvements and renovations relate to the City's Goal of "Premier City in

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EXHIBIT "B" TO 04-23-07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	4/23/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Public Works Administration / Michael Rapplean		Initials	Date
Department Head	Jimmy Foster	Executive Director	MR	
Dept Signature:		City Manager		4-4-07 4/5/07
Agenda Coordinator (include phone #):	Margie Stephens (X4104)			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award, Rejection of Bids/Proposals, Bid No. 2007-104-B for the 2006-2007 Residential Concrete Pavement Rehabilitation Project, , Zones G6 to Jerusalem Corporation in the amount of $1,018,110.50.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,688,646	4,811,354	4,000,000	**12,500,000**
Encumbered/Expended Amount	-3,688,646	-1,363,799	0	**-5,052,445**
This Item	0	-1,018,111	0	**-1,018,111**
BALANCE	0	2,429,444	4,000,000	**6,429,444**

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2006-07 Capital Reserve. This item, in the amount of $1,018,111, will leave a current year balance of $2,429,444 for the Residential Streets and Alley Replacements project.

STRATEGIC PLAN GOAL: Residential concrete replacement relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

Staff recommends the bid of Jerusalem Corporation in the amount of $1,018,110.50 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the replacement of street and alley pavement in the residential areas bounded by Parker Road on the south, Coit Road on the east, Spring Creek Parkway on the north and Preston Road on the west.

The secondary vendor being recommended is Hencie International in the amount of $1,022,697.00.

Engineer's estimate for this project is $1,153,257.00.

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

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REV 08/98

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EXHIBIT "C" TO 04-23-07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	04/23/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		4.16.07
Dept Signature:		City Manager		4.16.07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			Project No. 5793

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award of Bid for Bid No. 2007-117-B for Dallas North Trunk Sewer Main Rehab – Phase III to North Texas Contracting, Inc., in the amount of $1,247,711.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-1,247,711	0	**-1,247,711**
BALANCE	**0**	-1,247,711	**0**	**-1,247,711**

FUND(S): SEWER CIP

COMMENTS: This item has a companion agenda item and is contingent on the approval of the supplemental appropriation for the Dallas North Trunk Sewer Main, Phase III project. This item, in the amount of $1,247,711, is included in the amount requested in the supplemental appropriation for the Dallas North Trunk Sewer Main, Phase III project.

STRATEGIC PLAN GOAL: Sanitary sewer rehabilitation relates to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

Staff recommends the bid of North Texas Contracting, Inc., in the amount of $1,247,711.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is John Burns Construction Company of Texas, in the amount of $1,314,200.00.

Engineers' estimate was $1,750,000.

The project consists of construction of approximately 4,200 feet of 30-inch diameter sewer line along President George Bush Turnpike from Pittman Creek to just west of Custer Road.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary Location Map	N/A

LS\AGENDA2007:0423-DNTrunkPhaseIII

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EXHIBIT "D" TO 04-23-07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	4/23/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Upchurch	Executive Director	[signature]	4/13/07
Dept Signature:	[signature]	City Manager	[signature]	4/13/07
Agenda Coordinator (include phone #):	Irene Peques (7198) [initials] for IP	Project No. 5513		

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award of Bid for Bid No. 2007-109-B for Parker Road – K Avenue to Raton Lane to Ed Bell Construction Company in the amount of $3,659,000.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	129,801	3,833,199	0	**3,963,000**
Encumbered/Expended Amount	-129,801	-105,568	0	**-235,369**
This Item	0	-3,659,000	0	**-3,659,000**
BALANCE	0	68,631	0	**68,631**

FUND(S): STREET IMPROVEMENT CIP & WATER CIP

COMMENTS: Funds are included in the 2006-07 Street Improvement CIP and Water CIP. This item, in the amount of $3,659,000, will leave a current year balance of $68,631 for the Parker Road – K Avenue to Raton project.

STRATEGIC PLAN GOAL: Road widening relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

Staff recommends bid of Ed Bell Construction Company, in the amount of $3,659,000.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Tiseo Paving Company in the amount of $3,682,365.80.

Engineer's estimate was $4,000,000.00

This project consists of widening Parker Road from a four lane to a six lane thoroughfare from K Avenue to Raton Lane. The project also includes the installation of a 12 inch water line between N Avenue and P Avenue, storm drainage, driveways, sidewalk, landscaping and irrigation construction.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary Location Map	N/A

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GL\AGENDA2007:0423-Bell(JC)

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EXHIBIT "E" TO 04-23-07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	4/23/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	Diane Palmer	City Manager	[illegible]	4/13/07
Agenda Coordinator (include phone #):	**Sharron Mason, Ext. 7247**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award/Rejection of Bid/Proposal for Bid No. 2007-95-C for an annual fixed price contract for Athletic Field Bulk Fertilizer to Helena Chemical Co. in the estimated annual amount of $112,560.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 06/07, 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL				

COMMENTS: This item approves price quotes. Expenditures will be made in various departments within the approved budget appropriations. The estimated annual amount is $112,560.00.

STRATEGIC PLAN GOAL: Athletic Field Bulk Fertilizer relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

ANNUAL CONTRACT WITH NO RENEWALS

Staff recommends bid of Helena Chemical Company in the estimated annual expenditure of $112,560.00 as the lowest responsive, responsible bidder meeting specifications conditioned upon timely execution of any necessary contract documents. All quantities are estimated, orders will be placed on an "as needed basis" for the duration of the contract. This will be a one (1) year contract with no City optional renewals.

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

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EXHIBIT "F" TO 04-23-07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	4/23/07	Reviewed by Legal	☐ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		
Dept Signature:		City Manager		4/11/07
Agenda Coordinator (include phone #):	Lisa Prunty Ext. 7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award/Rejection of Bid/Proposal for CSP 2007-93-C for Desktop Computers to Dell Marketing L.P. in the estimated annual amount of $775,695.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 06-07	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): PC REPLACEMENT FUND, GENERAL FUND, TECHNOLOGY FUND, OTHER FUNDS

COMMENTS: This item approves prices quotes. Expenditures will be made from various cost centers within the approved budget appropriations for 2006-07. The estimated annual amount is $775,695, based on the expected laptop and PC equipment purchases, additions, and replacements. Funds are included in the FY 2006-07 operating budget(s) for PC replacements and new additions.

STRATEGIC PLAN GOAL: The replacement of existing desktop PCs and new equipment additions relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

ANNUAL CONTRACT WITH RENEWALS

Staff recommends proposal of Dell Marketing L.P. in the estimated amount of $775,695 be accepted as the best proposal meeting specifications for the purchase of Desktop Computers, conditioned upon timely execution of all necessary documents. This will establish an annual contract with three optional one-year renewals for the purchase of Desktop Computers. (2007-93-C)

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

EXHIBIT "G" TO 04-23-07 MINUTES

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	04/23/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Upchurch	Executive Director		
Dept Signature:		City Manager		4.16.07
Agenda Coordinator (include phone #):	Irene Pegues (7198)		Project No. 5509	

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award of Bid for Bid No. 2007-119-B for Intersection Improvements 2005 to Jim Bowman Construction Company, L.P., in the amount of $683,474.94.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	112,241	802,759	0	**915,000**
Encumbered/Expended Amount	-112,241	-41,481	0	**-153,722**
This Item	0	-683,475	0	**-683,475**
BALANCE	0	77,803	0	**77,803**

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

COMMENTS: Funds are included in the 2006-07 Street Improvement CIP. This item, in the amount of $683,475, will leave a current year balance of $77,803 for the Intersection Improvements 2005 project.

STRATEGIC PLAN GOAL: Intersection improvements relate to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

Staff recommends bid of Jim Bowman Construction Company, L.P., in the amount of $683,474.94, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is McMahon Contracting, L.P., in the amount of $715,250.14.

Engineer's estimate was $1,533,432.50.

The project consists of construction of left-turn lanes and right-turn lanes on Coit Road at Plano Parkway, additional left-turn and through lanes for northbound Alma Road at Plano Parkway, right-turn lane improvements for westbound Spring Creek Parkway at Coit Road, and right-turn lane improvement for eastbound Spring Creek Parkway at Alma Road.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary Location Map	N/A

PLANO CITY COUNCIL
MEETING WITH ASIAN COMMUNITY TO DISCUSS CONCERNS
May 1, 2007

COUNCIL MEMBERS
Pat Evans, Mayor
Scott Johnson, Mayor Pro Tem
Sally Magnuson, Deputy Mayor Pro Tem
Shep Stahel
Jean Callison
Loretta L. Ellerbe
Harry LaRosiliere
Lee Dunlap

STAFF
Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane Wetherbee, City Attorney
Diane Zucco, City Secretary
Kristy Land, Assistant, City Secretary

The Plano City Council met informally at 7:15 a.m., Tuesday, May 1, 2007 at Plano Station, 1012 16th Street, Suite 105, Plano, Texas. All Council Members were present. Mayor Evans welcomed those in attendance and stated that the Asian community represents sixteen to twenty percent of Plano's population. Mayor Evans expressed a desire to work with the Asian community to identify areas of importance and what can be done to make the City better for all.

Mayor Evans introduced the Council, Staff in attendance, and Elaine Hamm, Director of Business Retention & Expansion. She also introduced, Plano Police Department's 2006 Civilian of the Year Award Winner, Liu Yuan and stated that Chief Rushin would like to recruit police officers from the Asian community. Mayor Evans then invited those in attendance to break into groups after which they reconvened to review discussions.

Issues discussed included language barriers, lack of Asian translated publications, transportation issues, and the low percentage of Asian community involvement, particularly with volunteer opportunities within the City of Plano. In addition to these topics, a citizen expressed the need for more long-term benefit relationships between the Asian community and the City of Plano and non-profit organizations such as Plano Sister Cities, Inc. A citizen stated he would like the City of Plano to reach out to the each ethnic group and educate them on what is available. The Multi-Cultural Outreach Roundtable was mentioned as a source.

Further topics discussed included the bridge between the Senior Asian community and Plano Senior Center, a request for additional table tennis tables at the recreation centers, and the importance of proper Section 8 Housing and health standards administration. In closing, future events including AsiaFest and the Multi-Cultural Outreach Roundtable Meeting were mentioned.

Mayor Evans thanked those in attendance for their input and adjourned the meeting at 9:15 a.m.

Pat Evans, MAYOR

ATTEST:

Kristy Land, Assistant City Secretary

PLANO CITY COUNCIL
Special Called Session
May 1, 2007

COUNCIL MEMBERS
Pat Evans, Mayor
Scott Johnson, Mayor Pro Tem
Sally Magnuson, Deputy Mayor Pro Tem
Shep Stahel
Jean Callison
Loretta L. Ellerbe
Harry LaRosiliere
Lee Dunlap

STAFF
Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane Wetherbee, City Attorney
Diane Zucco, City Secretary
Kristy Land, Assistant City Secretary

Mayor Evans convened the Council into the Special Called Session on Tuesday, May 1, 2007, at 5:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

Ordinance No. 2007-5-1: to provide for the issuance and sale of City of Plano, Texas, General Obligation Bonds, Series 2007; levying a tax in payment thereof; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto.

Director of Finance McGrane stated that this item is for the sale of general bonds to fund the annual CIP Program next year and reported that previously sold bonds kept their AAA rating from all three rating agencies.

Upon a motion made by Mayor Pro Tem Johnson and seconded by Council Member Callison, the Council voted 8-0 to provide for the issuance and sale of City of Plano, Texas, General Obligation Bonds, Series 2007; levying a tax in payment thereof; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto; and further to adopt Ordinance 2007-5-1.

Ordinance No. 2007-5-2: to provide for the issuance and sale of City of Plano, Texas, Tax Notes, Series 2007; levying a tax in payment thereof; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto.

Director of Finance McGrane spoke regarding the Tax Notes Series 2007 and stated the notes also carry a AAA rating from all three rating agencies and further stated they will fund capital products and municipal drainage utility systems.

Council Member Stahel stated the ordinance is for software and hardware and normally he would step down if the City of Plano were acquiring the items, but since this item pertains to issuing bonds, he stated he would choose to vote. Mayor Evans noted his statement, asked if there were any objections against Council Member Stahel voting on the item and there were none.

Dwayne Clark, citizen of the City, thanked the Council for the opportunity to speak and spoke to use of the bond funds for the MOTOMESH network. He spoke to claims that the network will be used by various departments, but stated concern regarding possible future expenses including the cost of replacing water meters to allow for automatic reading. Mr. Clark questioned the need for an automated service. He stated concerns related to use of the systems by police in the field including the need for increased training and spoke to officers working with the public. Mr. Clark spoke to existing technologies that would offer lower costs and requested the Council table the issue pending a cost study to include expenditures and notifying the public of the full justification and future financial impacts.

Mayor Evans spoke regarding the police officers use of the system. City Manager Muehlenbeck spoke to public safety as a primary justification and the ability to provide more information to police officers. He spoke to Plano being on the leading edge, to other items such as meter reading coming on at a later date, and to the current system becoming outdated. Mr. Muehlenbeck spoke to utility companies moving towards automation and responded to the Council that legislation would most likely prevent the City from renting the services to other utility companies.

Council Member Stahel spoke to the potential for increased communications between public service entities.

Upon a motion made by Council Member Stahel and seconded by Council Member Callison, Council voted 8-0 to provide for the issuance and sale of City of Plano, Texas, Tax Notes, Series 2007; levying a tax in payment thereof; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto; and further to adopt Ordinance No. 2007-5-2.

Ordinance No. 2007-5-3: to provide for the issuance and sale of City of Plano, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2007; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto.

Director of Finance McGrane stated the ordinance is to fund a Capital Project for a Municipal Drainage Utility System. He also advised that the drainage bonds received an upgrade from both Standard & Poor and Moody's, and that in addition, the bonds sold without insurance.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Callison, Council voted 8-0 to provide for the issuance and sale of City of Plano, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2007; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto; and further to adopt Ordinance No. 2007-5-3.

There being no further discussion, Mayor Evans adjourned the meeting at 5:16 p.m.

Pat Evans, MAYOR

ATTEST:

Kristy Land, Assistant City Secretary

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		5/1/07
Agenda Coordinator (include phone #):	Sharron Mason, Ext. 7247			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award/Rejection of Bid/Proposal for Bid No. 2007-83-C for RSP-Retirement Security Plan Actuarial Services to Gabriel, Smith & Company an estimated annual amount of $26,500.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	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: Funding for the Retirement Security Plan is through JP Morgan Chase, Trustee Bank. The estimated annual amount is $26,500.

STRATEGIC PLAN GOAL: Actuarial Services for the Retirement Security Plan relate the City's goal of "Service Excellence".

SUMMARY OF ITEM

ANNUAL CONTRACT WITH RENEWALS

Human Resource Staff recommends bid of Gabriel, Roeder, Smith & Company in the estimated annual amount of $26,500.00 be accepted as the best value bid conditioned upon timely execution of any necessary contract documents. The Retirement Security Plan (RSP) went into effect in January 1983 as a supplemental retirement plan for full-time employees. The plan was adopted by the City Council after the City and its employees decided to withdraw from Social Security. The plan is administered internally and is overseen by a five-member committee consisting of three city employees and two citizens. The Plan utilizes the services of an actuarial firm, an investment manager and trustee bank.

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

MEMO

TO: SHARRON MASON, BUYER
PURCHASING

FROM: DARLENE MCANDREW, HUMAN RESOURCE

DATE: APRIL 30, 2007

RE: **PROPOSAL NO. 2007-83-C**

The above mentioned RFP closed on March 6, 2007 at 3:00 p.m. A committee of five members were selected and met on April 2nd at 3:00 p.m. for the "kick off" meeting. The committee members were:

Steve Doud, RSP Committee Citizen Member
Mark Israelson, RSP Committee Member
Kien Liew, RSP Committee Citizen Member
Darlene McAndrew, Retirement Specialist
Ron Timmons, RSP Committee Chairperson

The City received five (5) proposals, however one proposal (Segal Company) was eliminated due to being non-responsive. The four (4) remaining proposals were from: Hay Group, GRS, Benefit Partners and Milliman.

Mr. Doud asked to be excused from the review committee as a family member was employed by one of the companies that submitted a proposal. Mr. Liew also asked to be excused from the Committee as he felt a conflict of interest due to his business working with more than one of the firms that submitted a proposal.

The remaining three (3) members received the proposals, as well as the matrix forms to be used in evaluating each firm. The process was explained in detail by Mike Ryan.

The deadline to turn in each matrix was Tuesday April 17th to me. I delivered the packet to you the morning of April 18th. The Committee (absent Mark Israelson) met on April 20th at 8:00 a.m. to review the total score. One firm score above the others however with the absence of one member it was determined that I would e-mail the members as to whether or not to award the bid to the highest score or to call in the top two for presentations. It was unanimously decided to award the bid to the top scorer, GRS.

CITY OF PLANO

BID NO. 2007-83-C

RFP for RSP-RETIREMENT SECURITY PLAN ACTUARIAL SERVICES

BID TABULATION

Proposal opening Date/Time: March 6, 2007 at 3:00 pm

	Total Weighted Score
GRS (Gabriel, Roeder, Smith & Company	4.81
Milliman	4.47
Hay Group	4.29
Benefit Partners	4.12

VENDOR PRICING:

Benefit Partners, Inc.	$16,500.00
Milliman	$22,000.00
GRS (Gabriel, Roeder, Smith & Company)	$26,500.00
Hay Group	$33,000.00

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		5/7/07
Agenda Coordinator (include phone #):	Sharron Mason, Ext. 7247			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award/Rejection of Bids/Proposals for Bid No. 2007-107-C for (DVR) Digital Video Recording System to Alliance Wireless Technologies, Inc. an annual fixed price contract in the amount of $70,210.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ 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: This item approves price quotes and establishes an annual fixed price contract. The EWS DVR replacement project for FY 2006-07 has been funded in the Technology Fund at $70,210. Future contract expenditures will be made from various funds, and are subject to annual budget appropriation(s).

STRATEGIC PLAN GOAL: Replacement and upgrades to Drive Cameras and Video Recording systems relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

ANNUAL CONTRACT WITH RENEWALS

Environmental Waste Staff recommends bid of Alliance Wireless Technologies Incorporated be accepted as the best value bid conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract for providing and/or transferring the digital recording systems for the Environmental Waste Service (EWS) collection vehicles. The system will record the collection activities as well as vehicle movement to help improve our services and document disputes arising for individual claims. The estimated annual amount for the first year is $70,210.00 and will be funded out of the Technology Fund. Each renewal period items will be ordered on an as needed basis within approved budget appropriations.

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

Memorandum

To: Sharron Mason
Buyer
Purchasing Division

From: Robert Smouse
EWS Operations Manager

Date: April 23, 2007

Re: DVR Recommendation Memo

Based on the bid evaluation for 2007-107-C - Best Value Bid for Digital Video Recording System (DVR). The Environmental Waste Service's Self Directed Work Team has reviewed the bids received for digital recording system and "drive" camera. Staff recommends the bid be awarded to Alliance Wireless Technologies Incorporated as the best value responsive, responsible bidder in the amount of $70210.00. The IVS, Incorporated bid was determined not responsive, due to failing to meet required specifications. The Integrian bid was not evaluated due to existing the budgeted funding for this system.

This will establish an annual fixed price contract for providing and/or transferring the digital recording systems for the Environmental Waste Service (EWS) collection vehicles. This system will record the collection activities as well as vehicle movement to help improve our services and document disputes arising from individual claims.

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CITY OF PLANO

BID NO. 2007-107-C

BEST VALUE BID FOR DIGITAL VIDEO RECORDING SYSTEM (DVR)

BID RECAP

Bid opening Date/Time: Monday, March 26, 2007 @ 3:00 pm

Number of Vendors Notified: 2234

Vendors Submitting "No Bids": 16

Number of Bids Submitted: **3**

Alliance Wireless Technologies, Inc.
IVS, Inc.
Integrian, Inc.

Bids Evaluated Non-Responsive to Specification: 1

Sharron Mason

Sharron Mason, Buyer

3/26/07

Date

C-3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		5/8/07
Agenda Coordinator (include phone #):	Dianna Wike Ext. 7549			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award/Rejection of Bid/Proposal for CSP No 2007-36-C for Imaging Software, Hardware & Services to VP Imaging, Inc., dba DocuNav Solutions, in the estimated annual amount of $103,512.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	103,513	0	**103,513**
BALANCE	0	103,513	0	**103,513**

FUND(S): TECHNOLOGY SERVICES FUND (062)

COMMENTS: Funds are available in the 2006-07 Technology Services Fund for this item.

STRATEGIC PLAN GOAL:.Expenditures for document imaging solutions relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Annual Contract With Renewals

Staff recommends proposal of VP Imaging, Inc., dba DocuNav Solutions, in the estimated annual amount of $103,512.60 be accepted as the best proposal meeting specifications for the purchase of Imaging Software, Hardware and Services, conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with three optional one-year renewals.

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

d-1

CITY OF PLANO

CSP NO. 2007-36-C
FOR IMAGING SOFTWARE, HARDWARE & SERVICES
CSP RECAP

CSP opening Date/Time: December 12, 2006 @ 3:30pm

Number of Vendors Notified: 2108

Vendors Submitting "No Bids": 21

Number of Proposals Submitted: **5** **Total Weighted Score**

VP Imaging, Inc., dba DocuNav Solutions	5.00
DocuData	3.18

Proposals Evaluated Non-Responsive to Specification: 3

Senteena Business Solutions, LLC
ICC Software
1st Run Computer Services, Inc.

Recommended Vendor(s):

VP Imaging, Inc. dba DocuNav Solutions

Dianna Wike May 4, 2007

Dianna Wike, Buyer Date

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Public Works Administration / Michael Rapplean		Initials	Date
Department Head	Jimmy Foster	Executive Director		5-7-07
Dept Signature:		City Manager		5/7/07
Agenda Coordinator (include phone #):	**Margie Stephens (X4104)**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award, Rejection of Bids/Proposals, Bid No. 2007-120-B for the 2006- 2007 Residential Concrete Pavement Rehabilitation Project, , Zones J6S to Jerusalem Corporation in the amount of $1,000,074.00

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2006-07**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	3,688,646	4,811,354	4,000,000	**12,500,000**
Encumbered/Expended Amount	-3,688,646	-1,363,799	0	**-5,052,445**
This Item	0	-1,000,074	0	**-1,000,074**
BALANCE	0	2,447,481	4,000,000	**6,447,481**

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2006-07 Capital Reserve. This item, in the amount of $1,000,074, will leave a current year balance of $2,447,481 for the Residential Streets and Alley Replacements project.

STRATEGIC PLAN GOAL: Residential concrete replacement relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

Staff recommends the bid of Jerusalem Corporation in the amount of $1,000,074.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the replacement of street and alley pavement in the residential areas bounded by Spring Creek Parkway on the south, Custer Road on the east, Legacy Drive on the north and Independence on the west.

The secondary vendor being recommended is Hencie International in the amount of $1,031,468.50.

Engineer's estimate for this project is $1,193,722.00.

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

CITY OF PLANO
BID TABULATION
2007-120-B
2006-2007 RESIDENTIAL CONCRETE PAVEMENT REHABILITATION
PROJECT ZONE J 6 S - PROJECT NO. 5798

April 12, 2007 @ 3:00 PM

BIDDER:	BID BOND	TOTAL BID
JERUSALEM CORPORATION	**YES**	**$1,000,074.00**
HENCIE INTERNATIONAL, INC.	YES	$1,031,468.50
JIM BOWMAN CONSTRUCTION CO., L.P.	YES	$1,045,111.90
RKM UTILITY SERVICES, INC.	YES	$1,086,720.00

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

Matt Burleson April 13, 2007

Matt Burleson, Buyer 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

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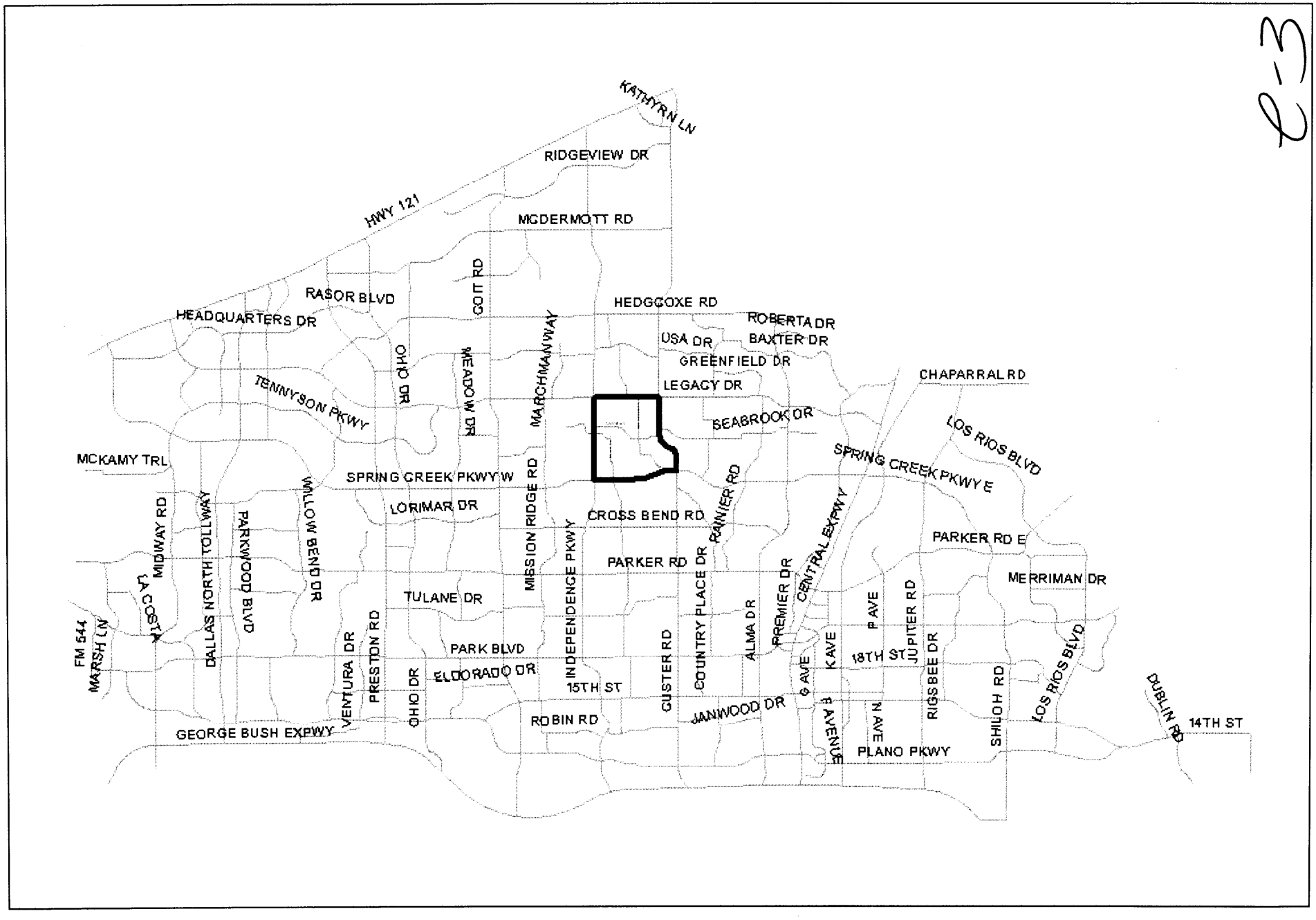
LOCATION MAP
2006-2007 RESIDENTIAL CONCRETE PAVEMENT REHABILITATION
ZONE J6S

E-3



CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Public Works Administration / Michael Rapplean		Initials	Date
Department Head	Jimmy Foster	Executive Director		5-7-07
Dept Signature:		City Manager		5/7/07
Agenda Coordinator (include phone #):	**Margie Stephens (X4104)**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award, Rejection of Bids/Proposals, Bid No. 2007-121-B, 2006-07 Arterial Concrete Pavement Rehabilitation Project, 15th Street, to Hencie International in the amount of $628,125.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2006-07**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	1,679,320	3,979,320	2,300,000	**7,958,640**
Encumbered/Expended Amount	-1,679,320	-2,604,169	0	**-4,283,489**
This Item	0	-628,125	0	**-628,125**
BALANCE	0	747,026	2,300,000	**3,047,026**

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2006-07 Capital Reserve. This item, in the amount of $628,125, will leave a current year balance of $747,026 for the Arterial Concrete Repair project.

STRATEGIC PLAN GOAL: Arterial Concrete Repair relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

Staff recommends the bid of Hencie International in the amount of $628,125.00, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the replacement of arterial street paving, curb and gutter, sidewalk repair and barrier free ramp construction, on 15th Street between Coit Road and Central Expressway.

The secondary vendor being recommended is Jerusalem Corporation in the amount of $697,450.00.

Engineer's estimate for this project is $800,000.00.

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

CITY OF PLANO
BID TABULATION
BID NO.: 2007-121-B

2006-2007 ARTERIAL CONCRETE PAVEMENT REHAB. PROJECT 15TH STREET – COIT ROAD TO CENTRAL EXPRESSWAY
PROJECT NO. 5802

Friday, April 13, 2007 @ 3:00 PM (CDT)

CONTRACTORS	BID BOND	TOTAL BASE BID
HENCIE INTERNATIONAL	YES	**$628,125.00**
JERUSALEM CORP.	YES	$697,450.00
JIM BOWMAN CONSTRUCTION CO., L.P.	YES	$850,950.00
McMAHON CONTRACTING L.P.	YES	$853,700.00

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

Sharron Mason — *April 13, 2007*

SHARRON MASON, BUYER — 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

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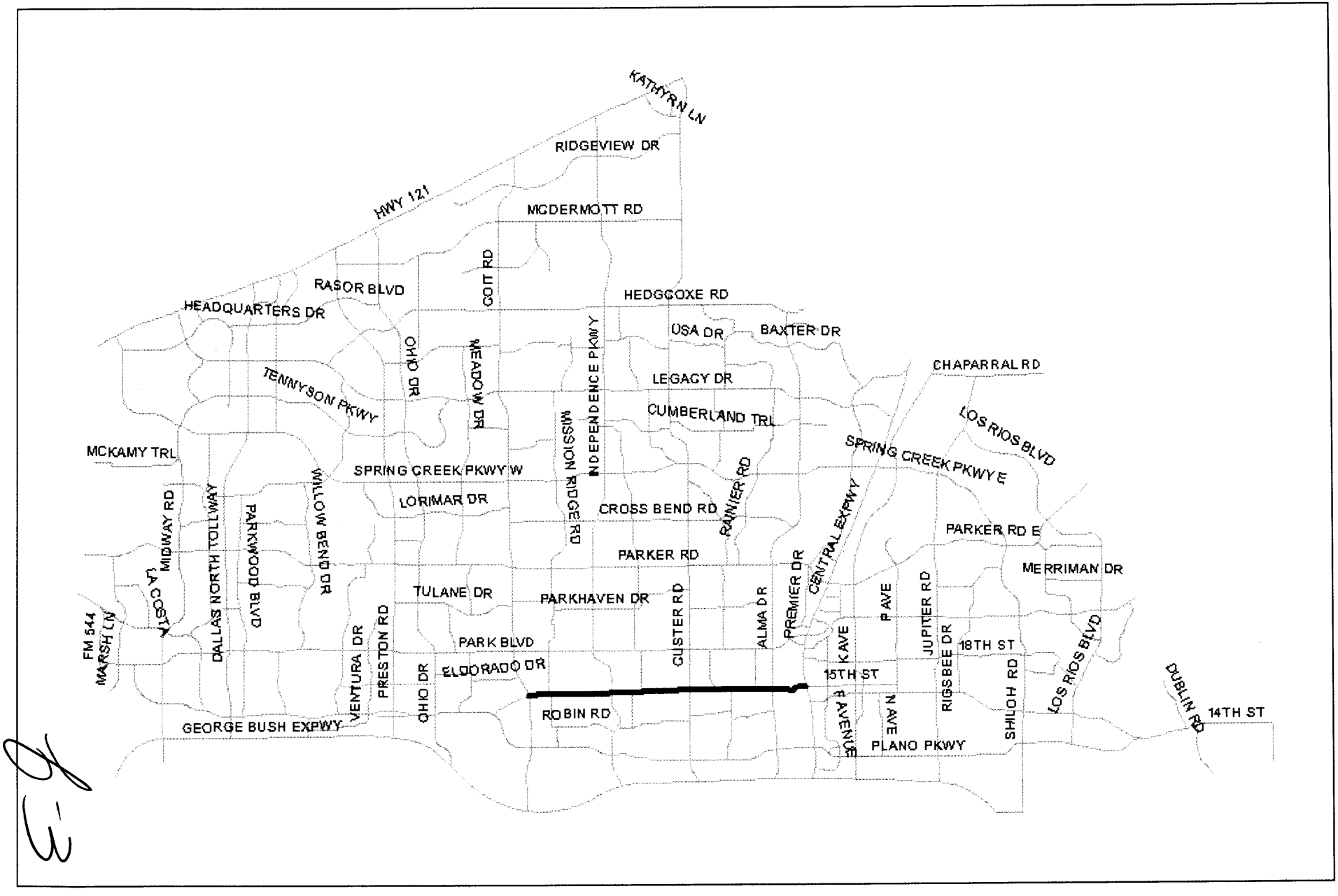
LOCATION MAP
2006-2007 ARTERIAL CONCRETE PAVEMENT REHABILITATION PROJECT
15TH STREET - COIT TO CENTRAL EXPRESSWAY



CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		5/8/07
Dept Signature:	Alan L. Upchurch	City Manager		5/8/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			Project No. 5815

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☒ AWARD OF CONTRACT ☐ OTHER

CAPTION

Approval of the terms and conditions of an architectural services contract by and between the City of Plano and Wiginton Hooker Jeffry, P.C., in the amount of $434,505 for Plano Fire Station No. 13; and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	250,000	3,350,000	**3,600,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-434,505	0	**-434,505**
BALANCE	**0**	**-184,505**	**3,350,000**	**3,165,495**

FUND(S): FIRE FACILITIES CIP

COMMENTS: Funds are included in the 2006-07 Fire Facilities CIP for the Fire Station 13 project. This item, in the amount of $434,505, will be encumbered during the current fiscal year and carry forward into cash allocations of FY 2007-08.

STRATEGIC PLAN GOAL: Architectural service for fire facilities relates to the City's Goal of Premier City in which to live.

SUMMARY OF ITEM

Wiginton Hooker Jeffry, P.C. did a site assessment and programming for this project. Design Services bidding and construction administration will be provided under this contract. The contract is within the budgeted amounts.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Architectural Services Agreement	N/A
Location Map	

CITY OF PLANO FIRE STATION NO. 13

PROJECT NO. 5815

ARCHITECTURAL 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 **WIGINTON HOOKER JEFFRY, PC**, a **TEXAS** Corporation, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **CITY OF PLANO FIRE STATION NO. 13** 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 architectural 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 written contract modifications 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.

VII. Indemnity

Architect shall release, defend, indemnify and hold the City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Architect and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Architect, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Architect is legally responsible (hereinafter "Claims"). Architect is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to approve defense counsel to be retained by Architect in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. 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 City approved 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 such 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 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
Engineering 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:

Wiginton Hooker Jeffry, PC
500 North Central Expressway, Suite 300
Plano, Texas 75074
Attn: Anthony M. Jeffry, Vice President

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.

WIGINTON HOOKER JEFFRY, PC
A Texas Corporation

DATE: May 1 2007

BY: _____
Anthony M. Jeffry
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

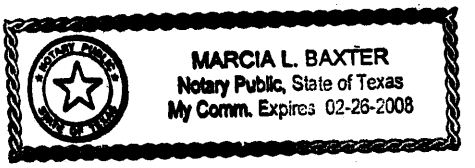
_____
Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 1st day of May, 2007, by **ANTHONY M. JEFFRY, Vice President** of **Wiginton Hooker Jeffry, PC,** a **TEXAS** corporation, on behalf of said corporation.

Marcia L. Baxter
Notary Public, State of Texas



STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, 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

1. PROJECT DESCRIPTION

1.1 The project consists of a new, 11,600 s.f. fire station with three drive-thru apparatus bays. The fire station is to be located on an approx. 2.4 -acre site on the west side of the Corporate Drive north of Tennyson Pkwy. The project is to be designed utilizing Plano Fire Stations 11 and 12 as a template. The Station will be designed to meet the EDS ordinances and to achieve Certified / Silver LEED status.

2. ARCHITECTS SERVICES

2.1.1 FACILITY PROGRAM

2.1.1.1. The Architect will meet with City's representatives to verify the facility program requirements established at the previous two stations.

2.1.1.2 The Architect will document the modifications to the program requirements and submit it to the City for review and approval.

2.1.2. SCHEMATIC DESIGN

2.1.2.1. Based on the approved facility program, the Architect will prepare the Schematic Design for the project. This will consist of site plan, floor plan and building elevations depicting the scale, character and general materials of the building.

2.1.2.2 The Architect will prepare an estimate of the probable construction cost.

2.1.3. DESIGN DEVELOPMENT

2.1.3.1. Based on the approved Schematic Design and the City's comments for same, the Architect will prepare Design Development Documents. The documents will consist of architectural, mechanical, electrical, plumbing and structural engineering drawings to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical and plumbing systems, materials and such other elements as may be appropriate.

2.1.3.2. The Architect will provide to the City a revised estimate of the probable construction cost.

2.1.4 CONSTRUCTION DOCUMENTS PHASE

2.1.4.1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the Architectural, Mechanical, Electrical, Plumbing and Structural Engineering requirements for the construction of the Project.

2.1.4.2. The Architect shall assist the City in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the City and Contractor.

2.1.4.3. The Architect shall advise the City of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.1.4.4. The Architect shall assist the City in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.5. BIDDING PHASE

2.1.5.1. The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids and assist in awarding and preparing contracts for construction.

2.1.6. CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.1.6.1. The Architect's responsibility to provide for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, whichever is earliest. For purposes of this agreement, it is expressly understood the construction phase services will last no longer than 14 months.

2.1.6.2. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions and the City's Supplementary Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.1.6.3. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

2.1.6.4. The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.1.6.5. The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defect and deficiencies in the Work.

2.1.6.6. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.1.6.7. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.1.6.8. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.1.6.9. Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and recommend the amounts due the Contractor.

2.1.6.10. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.1.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, and to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspection to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's Right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.1.6.11. The Architect shall have authority to reject Work, which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or complete. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.1.6.12. The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of

determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.1.6.13. The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1. and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.1.6.14. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.1.6.15. The Architect shall interpret and report on matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.1.6.16. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the

Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.1.6.17. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and previously approved by Owner.

2.1.6.18. The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.2 SERVICES OF CONSULTANTS

2.2.1 The Architects Consultant shall provide Landscape Architectural Services for the Project. This shall include all drawings necessary to properly describe both Planting and Irrigation Design.

2.2.2 The Architects Consultant shall provide Civil Engineering Design. This shall include all drawings necessary to properly describe civil related work to be constructed on the site, preparing exhibits for each step of the site development approval process and an erosion control plan (SWPPP). Not included as a part of these services is the design of improvements or extensions of the public water and sewer system, or improvements or extensions to City streets.

2.2.3 The Architects Consultant shall provide Platting Services for the Project. This shall include the preparation of documents necessary for the submission of a preliminary plat and a final plat to the city for consideration. This shall include attendance at one meeting of the Planning and Zoning Commission and one meeting of the City Council to present the preliminary replat and a second set of such meetings to present the final replat. Any comments made regarding noncompliance with the City's rules and regulations shall be addressed.

2.2.4 The Architects Consultant shall provide Topographic Survey Services for the Project. This shall include contour information, existing drainage facilities, ditches, the location of all visible above-ground utilities, the diameter and species of large trees, and property corners as reference points.

2.2.5 The Architects Consultant shall provide Geotechnical Investigation Services for the Project. This shall include subsurface investigation of proposed site with 3 borings to a depth of 35 feet beneath the proposed building areas, and 5 pavement borings to a depth of 5 feet. The testing to be completed on selected samples will be determined by the engineer, including Moisture

Content, Atterburg Limits. Swell Tests, Unconfined Compression Testing, Pocket Penetrometer Readings, Determination of Suction Values, Hydrometer, % fine clay readings, % Passing #200 Sieve, Unit Weight Determinations. The written Geotechnical Report will include determination of Potential Vertical Movement, recommendations for soil modification, foundation options and design recommendations, the boring logs and test data. Two bound copies of the report will be provided to the Client.

These services do not include clearing to obtain access to testing site, replacement of soil within test boring hole to it's original compaction (settlement of the hole may occur), or repair of pavement or grading of sites after completion of testing due to drilling rig causing damage to property due to the weight of the machine. Construction Materials Testing, including on site soil density testing during construction, soil proctors, any concrete testing on site during construction, or any other testing services needed for the construction of the project are not part of the Geotechnical Investigation Task but may be billed as Additional Services.

2.2.6 The Architects Consultant shall provide Cost Estimating Services for the Project. A total of four Cost Estimates shall be prepared at the following design milestones: one at the completion of Schematic Design, two estimates during Design Development and one estimate during Construction Documents.

3. ADDITIONAL SERVICES

3.1. GENERAL

3.1.1. The services described in this Article 3 are not included in Basic Services unless so identified in Article 2, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Article 2, Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2. PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1. If more extensive representation at the site than is described in Subparagraph 2.1.6.5 is required, the Architect shall provide one or

more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2. Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3. Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations the Architect as described elsewhere in this Agreement.

3.3. CONTINGENT ADDITIONAL SERVICES

3.3.1. Making revisions in Drawings, Specifications or other documents when such revisions are:

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. required by the enactment or revision of codes, laws or regulations and/or platting review and processing subsequent to the preparation of such documents; or
3. due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction. Provided these changes have not been caused by an error or omission by Architects or their Consultants.

3.3.3. Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives, that requires extensive effort or modification to the drawings.

3.3.4. Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting there from, unless substitutions are required by error or omission or discontinuance of product.

3.3.5. Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work, provided claims not made due to an error or omission.

3.3.8. Providing services in connection with a public hearing, arbitration proceeding or legal proceeding in connection with the work.

3.3.9. Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4. **OPTIONAL ADDITIONAL SERVICES**

3.4.1. Providing financial feasibility or other special studies.

3.4.2. Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.3. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.4. Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.5. Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.6. Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.7. Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.8. Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.9. Providing analyses of owning and operating costs.

3.4.10. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.11. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

3.5. **ADDITIONAL SERVICES PROVIDED**

3.5.1 The Architect and Consultants will provide Research, Design Services, Specifications and Documentation required to submit the facilities for LEED Certification. Silver Level Certification has been established as the Target Level.

4. **OWNER'S RESPONSIBILITIES**

4.1. The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.2. The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.3. The Owner shall furnish the services of an inspection testing & material laboratory.

4.4. The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.5. The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.6. The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for

what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.7. The services, information, surveys and reports required by Paragraphs 4.3 through 4.6 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.8. Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.9 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

5. CONSTRUCTION COST

5.1 DEFINITION

5.1.1. The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3. Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

6. MISCELLANEOUS PROVISIONS

6.1. Terms in this Agreement shall have the same meaning as those in AIA document A201, General Conditions and the City's Supplementary Conditions of the contract for Construction, current as of the date of this Agreement.

6.2. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

6.3. Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

6.4. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

7. PAYMENTS TO THE ARCHITECT

7.1. REIMBURSABLE EXPENSES

7.1.1. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

7.1.1.1. Expense of transportation in connection with the Project; expenses in connection with travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

7.1.1.2. Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

7.1.1.3. If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

7.1.1.4. Expense of renderings, models and mock-ups requested by the Owner.

7.1.1.5. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

7.2. PAYMENTS ON ACCOUNT OF SERVICES

7.2.1. Payments for Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

7.3. PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

7.3.1. Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

7.4. PAYMENTS WITHHELD

7.4.1. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

Notice to Proceed	May 16, 2007
Program Verification Completion	May 25, 2007
Schematic Design Completion	June 22, 2007
Review and Approval by City	July 6, 2007
Design Development Completion	September 7, 2007
Review and Approval by City	September 21, 2007
Construction documents (100%)	November 16, 2007
Construction Documents Review & Completion	December 3, 2007
Release Documents for Bidding	December 11, 2007
Receive Bids	January 3, 2008

1. BASIS OF COMPENSATION FOR SERVICES

1.1. For Services described in Exhibit "A", Scope of Services

Basic Services (Paragraphs 2.1.1 through 2.1.6 of Exhibit	$	210,000
Consultant Services (Paragraphs 2.2.1 through 2.2.6 of Exhibit A)		
Landscape Architecture	$	9,500
Civil Engineering/Design (Includes SWPPP)	$	29,000
Plating (Preliminary & Final)	$	11,300
Topographic Survey	$	12,350
Geotechnical Investigation	$	4,000
Cost Estimating (4 Estimates)	$	18,000
Reimbursable Expenses (Paragraph 7.1; Not to Exceed without Authorization)	$	20,000
Estimated Fee	**$**	**314,150**
Estimated Fee including Additional LEED Services (Paragraph 1.3.3 of Exhibit C and Exhibit F)	**$**	**419,350 - 434,505**

1.2 Progress payments for Basic Services in each phase of Paragraphs 2.1.2 through 2.1.6 shall be as follows:

Schematic Design Phase:	Fifteen	percent (15%)
Design Development Phase:	Twenty	percent (20%)
Construction Documents Phase:	Forty	percent (40%)
Bidding or Negotiation Phase:	Five	percent (5%)
Construction Phase:	Twenty	percent (20%)
Total Basic Compensation	One Hundred	percent (100%)

Items based on a lump sum cost shall be billed on a percentage of completion of each task.

1.3 COMPENSATION FOR ADDITIONAL SERVICES

1.3.1 For additional services of the Architect, as described in Article 3 other than (1) Additional Project Representation beyond Basic Services, as described in Paragraph 3.2., but excluding services of consultants, compensation shall be computed at the following hourly rates:

Officers	$ 215
Principals	180
Sr. Project Manager	120
Project Manager / Project Architect	100
Project Coordinators	100
Interior Designer	75
CADD Technician	60
Specification Writer	60
Clerical	50

1.3.2. For additional services of consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4 a multiple of 1.3 times the amounts billed to the Architect for such services.

1.3.3 For additional services of the Architect and Consultants, as described in Article 3.5.1 of Exhibit A, compensation shall be **$105,200** to **$120,355** including application fees and commissioning as described in Exhibit F. Additional services fees for this work shall be billed on a basis of 10% of fee during schematic design 25 % of the fee during Design Development, 30 % of the fee during Construction Documentation, and 35% of the fee during Construction Administration.

1.4 REIMBURSABLE EXPENSES

1.4.1. For reimbursable expenses, as described in Paragraph 7.1 as Reimbursable Expenses, a multiple of 1.1 times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project. Reimbursable expenses will not exceed the following amount without prior written authorization.....**$20,000.00.**

Cost associated with the printing of bid documents and specifications and delivery of same will be in addition to allowance.

1.5 ADDITIONAL PROVISIONS

1.5.1 If the Services covered by this Agreement have not been completed within 24 months (+3 months) of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 1.3 above.

1.5.2 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

1.5.3 In the event the bidding & award and/or construction administration phases of the project are postponed or delayed more than 90 days, the compensation of the Architect will be increased by a mutually agreeable amount.

EXHIBIT "D"

ARCHITECTURE

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, material change, or reduction in coverage 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. <u>Architect's Insurance - "Occurrence" Basis:</u>

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.

2.2 Professional Errors and Omissions

The Architect 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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

___ 18. Garagekeepers' Legal $_____- Comprehensive
$_____- Collision

___ 19. Owners Protective Liability $500,000 Combined single limits

_X_ 20. City named as additional insured on General Liability policy.. This coverage is primary to all other coverages the City may possess.

_X_ 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

_X_ 22. Ten (10) days notice of cancellation, [redacted] 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.

_X_ 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).

_X_ 24. The Certificate must state project title and project number.

_X_ 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

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

_X_ 26. The above policy(s) carry the following deductibles: **Professional Liability - $25,000 Deductible**

Full limits of coverage available for:
General Liability **To the Best of our Knowledge** Professional Liability **To the Best of our Knowledge**
Automobile Liability **To the Best of our Knowledge**

_X_ 27. Liability policies are (indicate):

OCCURRENCE [X] CLAIMS MADE [X] – PROFESSIONAL LIABILITY

Patrick P. McLaughlin

05/07/2007

Signature Date

PATRICK P. MCLAUGHLIN / MCLAUGHLIN BRUNSON INSURANCE AGENCY, LLP

Insurance Agent (Print)

WIGINTON HOOKER JEFFRY, PC ARCHITECTS

Name of Insured

05/07/2007

Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 05/01/2007

PRODUCER McLaughlin Brunson Insurance Agency, LLP 9535 Forest Lane Suite 118 Dallas TX 75243	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**
INSURED Wiginton Hooker Jeffry, P.C. 500 N. Central Expwy. Suite 300 Plano TX 75074	INSURER A: United States Fidelity and Guaranty Company INSURER B: The Travelers Indemnity Company INSURER C: Lexington Insurance Company INSURER D: Fidelity and Guaranty Insurance Company INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	BK01258144	11/24/2006	11/24/2007	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BA02208773	10/26/2006	10/26/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB5913Y693	05/01/2007	05/01/2008	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	OTHER Professional Liability	6763900	09/08/2006	09/08/2007	$1,000,000 Per Claim/Aggregate	

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

RE: City of Plano Fire Station #13 - Project #5815 - City of Plano is Named as additional insured on the general liability coverage as required by written contract. A waiver of subrogation is shown in favor of City of Plano on the workers compensation. The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible.

CERTIFICATE HOLDER [ ] ADDITIONAL INSURED; INSURER LETTER: ___

City of Plano
P. O. Box 860358
Plano TX 75086

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE patricia p. mclaughlin

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of _____ (herein "Contractor") 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.

Wigington Hooker Cleffey P.C. Architects
Name of Contractor

By: _____
Signature

Anthony M Cleffey
Print Name

Vice President
Title

May 1 2007
Date

STATE OF TEXAS §
§
COUNTY OF Collin §

SUBSCRIBED AND SWORN TO before me this 1st day of May, 2007.

MARCIA L. BAXTER
Notary Public, State of Texas
My Comm. Expires 02-26-2008

Marcia L. Baxter
Notary Public, State of Texas

LEED CERTIFICATION- SUMMARY OF COSTS:
DESIGN FEES
CITY OF PLANO: FIRE STATION NO. 13
Prepared by: Wiginton Hooker Jeffry Architects

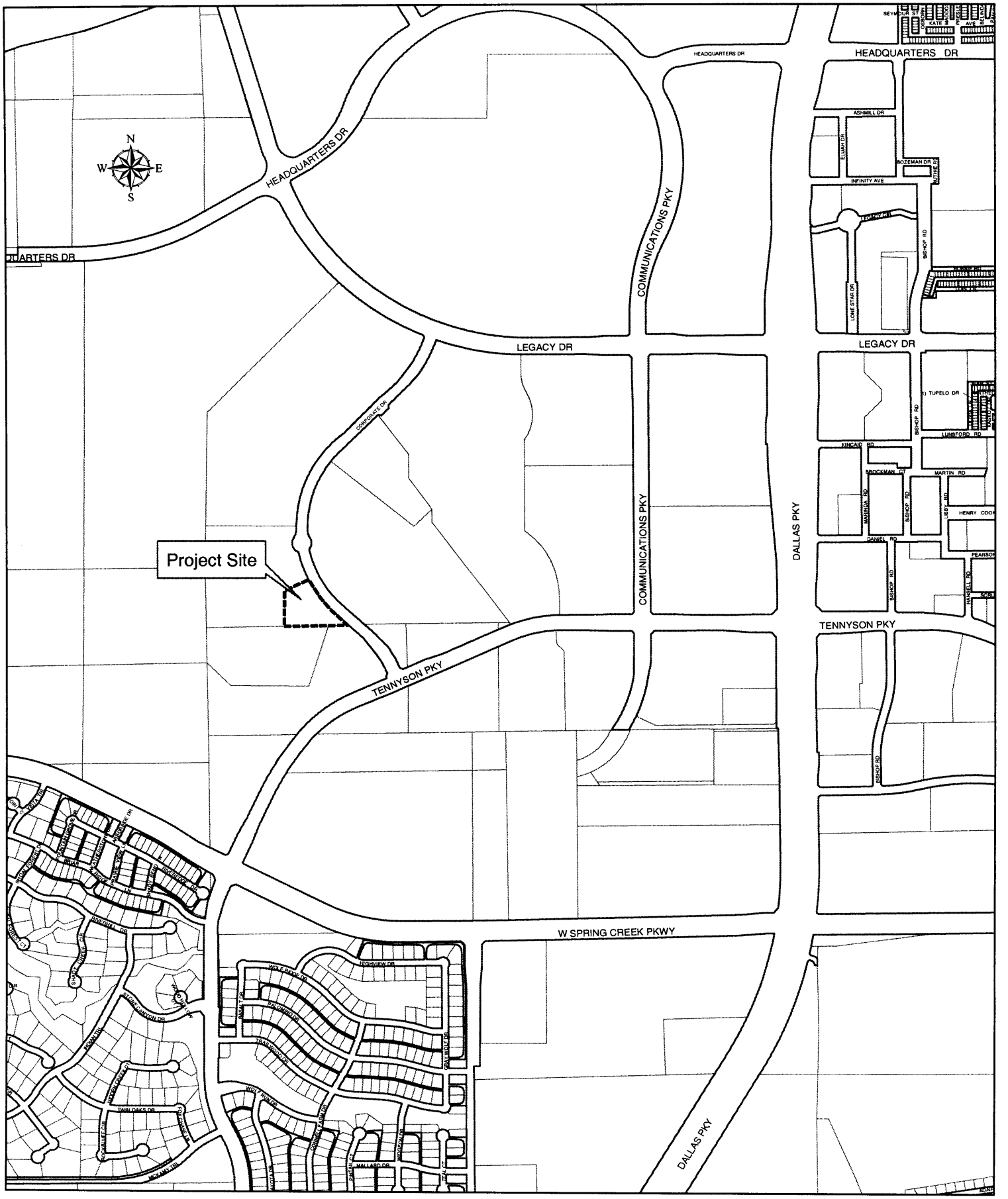
3/30/2007

FEE DESCRIPTION (INCLUDES DD, CD AND CA PHASES)	LEED CHECKLIST (MIN.)	LEED CHECKLIST (MAX.)
	STATION 12 POINTS	ADDITIONAL POINTS
WHJ FEE FOR LEED DOCUMENTATION PACKAGE	$16,000	$18,000
WHJ FEE FOR LEED RESEARCH AND CONSTRUCTION ADMINISTRATION	$20,000	$22,000
ISBELL (CIVIL) RESEARCH, DESIGN & ANALYSIS	$4,550	$11,505
ISBELL (STRUCTURAL) RESEARCH, DESIGN & ANALYSIS	$4,000	$4,000
SMR (LANDSCAPE) RESEARCH, DESIGN & ANALYSIS	$5,200	$5,200
MD ENGINEERING (MEP) RESEARCH, DESIGN & ANALYSIS	$12,600	$16,800
LEED DESIGN FEE TOTAL	**$62,350**	**$77,505**

ADDITIONAL FEES		
LEED APPLICATION FEE (TO USGBC, may increase)	$600	$600
LEED CERTIFICATION FEE (TO USGBC, may increase)	$2,250	$2,250
ESTIMATED COST FOR 3RD PARTY COMMISIONING AGENT	$40,000	$40,000
ADDITIONAL FEES	**$42,850**	**$42,850**

TOTAL LEED FEES INCLUDING DESIGN AND ADDITIONAL	$105,200	$120,355

FIRE STATION 13



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LOCATION MAP

05/03/07

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		5-7-07
Dept Signature:	Don Wendell	City Manager		5/7/07
Agenda Coordinator (include phone #):	**Susan Berger (7255)**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☒ AWARD OF CONTRACT ☐ OTHER

CAPTION

Approval of a Landscape Architectural Services Agreement by and between the City and La Terra Studio, Inc. in the amount of $35,150 for improvements at Russell Creek Park and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2006-07**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	267,715	2,382,285	1,550,000	**4,200,000**
Encumbered/Expended Amount	-267,715	-245,397	0	**-513,112**
This Item	0	-35,150	0	**-35,150**
BALANCE	0	2,101,738	1,550,000	**3,651,738**

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

COMMENTS: Funds are included in the 2006-07 Park Improvement CIP and Capital Reserve. This item, in the amount of $35,150, will leave a current year balance of $2,101,738 for the Athletic Field Improvements and Athletic Field Renovations projects.

SUMMARY OF ITEM

The Agreement provides for Landscape Architectural Services to prepare plans and construction documents which include information gathering, design development, Texas Department of Licensing and Regulation plan review, construction documents, procurement, and construction observation. Project elements include renovation of the irrigation system in the northwest quadrant of the park, screened storage pads (two), speed hump replacement, concrete bleacher pads in the northwest quadrant, cricket pitch renovations, main entry drive repairs, and playing surface repairs in the northwest quadrant.

The contract fee of $35,150 represents 6.4% of the estimated $551,000 construction cost.

La Terra Studio, Inc. is on the current list of selected consultants for Landscape Architectural Services.

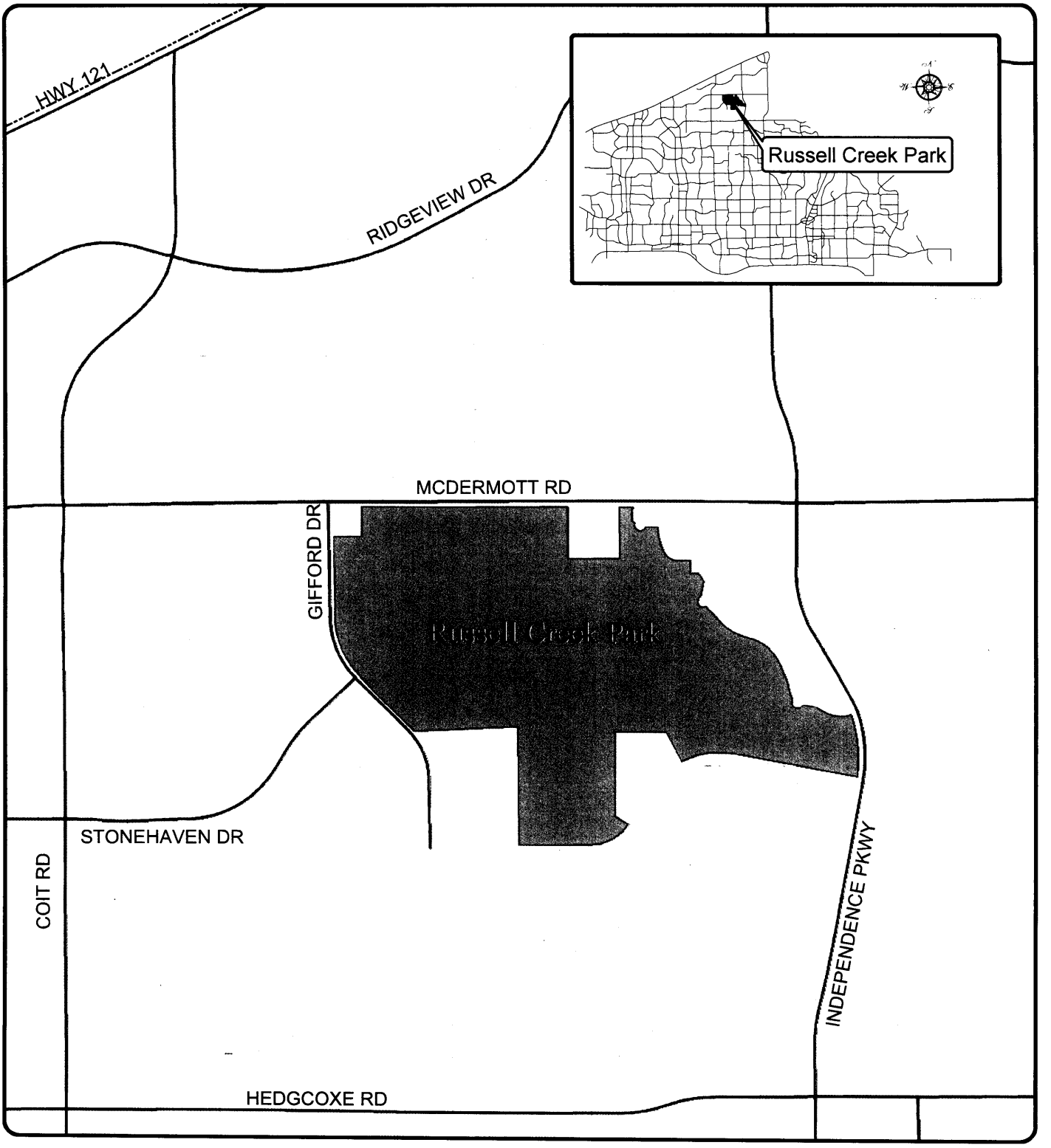
STRATEGIC PLAN GOAL: Landscape architectural services for park improvements and renovations relate to the City's Goal of Premier City in Which to Live.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Services Agreement and Location Map	

Parks & Recreation Department
City of Plano, Texas

Russell Creek Park

Location Map



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IMPROVEMENTS AT RUSSELL CREEK PARK

PROJECT NO. 5812

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 **LA TERRA STUDIO, INC.,** a Texas Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect ", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **IMPROVEMENTS AT RUSSELL CREEK PARK** 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.

VII. Indemnity

Architect shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Architect and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Architect, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Architect is legally responsible (hereinafter "Claims"). Architect is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to approve defense counsel to be retained by Architect in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. 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 City approved 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 such 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 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 & Recreation 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:

La Terra Studio, Inc.
2109 Commerce Street
Dallas, TX 75201
Attn: Kris Brown, President

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.

LA TERRA STUDIO, INC.
A Texas Corporation

DATE: _____ BY: _____
Kris Brown, PRESIDENT

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 _____ day of _____, 2007, by **KRIS BROWN, President** of **La Terra Studio, Inc.,** a Texas corporation, licensed to do business in the State of Texas, on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007 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

la terra studio, inc.
2109 commerce ~ dallas ~ texas ~ 75201

la terra studio

EXHIBIT A
SCOPE OF SERVICES

RUSSELL CREEK PARK IMPROVEMENTS

Section I Basic Services

la ***terra*** studio's Scope of Services for Russell Creek Park Improvements is divided into separate phases listed below:

~A~ Information Gathering / Coordination
~B~ Design Development / Construction Documents
~C~ Procurement - Bid Phase
~D~ Construction Phase

A. Information Gathering / Coordination

A.1 Data Collection

la ***terra*** studio will use base data supplied by Plano GIS department of approx 35 acres.

A.2 Data Conversion

la ***terra*** studio will convert the collected data into usable base information for use during the construction document phase.

B. Design Development / Construction Documents

B.1 Construction Drawings ~ 60% & 90% Review

la ***terra*** studio will begin production on preliminary Construction Drawings & Details.

***note: One (1) set of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for internal City Review*

Design elements shall consist of the following:

~Irrigation ~Landscape(turf recovery) ~McDermott entry repair ~Speed hump/ cushion renovations/additions throughout park ~Screened pads for mobile storage units ~Bleacher pads on fields ~Cricket pitch renovations

~Proposed Construction Drawing Elements~

Drawing Set (24"x36") to include:	
Coversheet	Site Layout Plans
Site Locator Map	Dimension Control Plans
Demolition Plan	Electrical Plan (irrigation controllers)
Site Plans	Irrigation Plans

B.2 Technical Specifications ~ 90% Review

la ***terra*** studio will prepare Technical Specifications for use within the construction Project Manual. CSI format will be used in conjunction with any City of Plano standard specifications issued by staff.

***note: City responsible for providing la terra studio with "front-end" boiler plate contract documents to be included within the Project Manual (see items below)*

B.3 Construction Drawings ~ 100% Review

la ***terra*** studio will finalize production of Construction Drawings & Details.

***note: Three (3) sets of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for final internal City Review*

B.4 Project Manual ~ 100% Review

la ***terra*** studio will finalize Technical Specifications and submit (1) unbound Project Manual with the following items:

~Coversheet	**~Maintenance Bond****
~Table of Contents	**~Insurance Requirements****
~Notice to Contractors**	**~Certificate of Insurance****
~Bid Schedule with Unit Pricing	**~Special Conditions****
~Construction Agreement**	**~TCEQ-TPDES Permit Req.****
~Performance Bond**	~Technical Specs
~Payment Bond**	**~Approved Materials List****

B.5 TDLR Plan Review Submittal

la ***terra*** studio will submit (1) plan set to the Texas Department of Licensing & Regulation for accessibility review as required per TDLR regulations. Upon TDLR plan review completion, la terra studio will address and / or make revisions to plans and specifications as required to meet accessibility standards.

***note: Fees for TDLR plan review & EABPRJ registration will be paid for by la terra studio. The City is responsible for TDLR site inspection coordination & fees.*

B.6 Deliverables

Upon final approval of the Construction Documents, la ***terra*** studio will provide the City with one (1) set of signed and sealed plans. Final drawings will also be submitted in the following digital formats: .dxf; .pdf

C. Procurement - Bid Phase

C.1Procurement – Bid Phase

Upon final approval of the Construction Documents, la ***terra*** studio will provide the City assistance in bidding and awarding the Procurement Contract.

This will include the following:

- ~Furnish one (1) set of signed and sealed reproducible plans and a project manual for bidding, plus a digital copy of plans and the assembled project manual in PDF format.
- ~Plans & Specs. will be picked-up at the office of la ***terra*** studio.
- ~Answer contractor inquiries during Bid Phase & Issuance of Addendums
- ~Provide a bid tabulation of all valid bids received
- ~A summary of the bid analysis will be provided to the City for use in selection and awarding of the Procurement Contract.

***note: Reproduction costs associated during the Bid Phase will be recouped by a non-refundable fee paid for by prospective bidders*

***note: (1) Bid set will be made available to (1) PUBLIC plan room at no charge if plans are returned in GOOD condition. ~Plan Room set will be made available on first-come-first-serve-basis~*

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D. Construction Phase

D.1 Construction Phase

la ***terra*** studio will participate in (4) monthly Project Site Visits** with the Project's contractor to generally review the progress of construction and to see if the work completed is generally consistent with the design intent of Landscape Architect's Construction Documents. Site visits will occur in (1) month intervals throughout the life of the project, or as deemed necessary by the City or la terra studio. Following each Project Site Visit, a written "Site Observation" report will be submitted to City staff.

**note: Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.

D.2 Submittals

la ***terra*** studio will Review required contractor submittals, such as shop drawings and samples, but only to determine if they conform to the Landscape Architect's visual, technical, and aesthetic design intent.

Section II Additional Services

A. Information Gathering / Coordination

A.1 Additional Services

a. Hourly Rates

The Landscape Architect will provide Additional Services on an hourly basis with a mutually agreed "not to exceed" total or a mutually agreed upon flat fee in writing. Hourly rates for Additional Services are as follows:

~ Principal ~ Registered Landscape Architect	$110.00/hour
~ Intern Landscape Architect	$ 70.00/hour
~ CAD Tech.	$ 55.00/hour
~ Administrative	$ 40.00/hour

STATEMENT OF JURISDICTION

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.

TEXAS Board of Architectural Examiners
Architects • Interior Designers • Landscape Architects

TBAE
P.O. Box 12337
Austin, TX 78711-2337
(512) 305 – 9000
http://www.tbae.state.tx.us/active/home.html

la terra studio, inc.
2109 commerce ~ dallas ~ texas ~ 75201

EXHIBIT B

Estimated Schedules and Project Budget

RUSSELL CREEK PARK IMPROVEMENTS

Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

As of the date of this agreement, client's project construction budget is approximately ***$500,000.*** Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect.

***Note: The above schedule is for the design team's work effort only and does not include time required for internal review and approval by the City of Plano.*

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EXHIBIT C
PAYMENT SCHEDULE

RUSSELL CREEK PARK IMPROVEMENTS
Client agrees to pay Landscape Architect as follows:

~Basic Services~

Information Gathering		
	Phase Total	**$ 2,500**
Design Development / Construction Documents		
	Phase Total	**$ 11,500**
Procurement - Bid Phase		
	Phase Total	**$ 2,500**
Construction Phase Services (site visits & submittals)		
	Phase Total	**$ 1,500**
Irrigation Plans & Specs.		
	Sub Total	**$ 12,500**
Erosion Control Plans & Specs.		
	Sub Total	**$ 0**
TDLR Plan Review		
	Sub Total	**$ 450**
Geotechnical Borings & Report (est. 1bores)		
	Sub Total	**$ 1,500**
Electrical Engineering (irrigation)		
	Sub Total	**$ 1,500**
TOTAL BASIC SERVICES		**$ 33,950**
Incidental Expenses & Project Allowance (prints, copies, scans, postage, courier)		
	Sub Total	**$ 1,200**

~Additional Services~

none		
	Sub Total	**$ ~0~**
TOTAL ESTIMATED ADDITIONAL SERVICES		**$ ~0~**

Total Basic & Additional Services **$ 35,150**
Invoices will be submitted monthly based on a percentage of completion.

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, material change, or reduction in coverage 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. <u>Architect's Insurance - "Occurrence" Basis:</u>

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.

2.2 Professional Errors and Omissions

The Architect 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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

___ 18. Garagekeepers' Legal $_____- Comprehensive
$_____- Collision

___ 19. Owners Protective Liability $500,000 Combined single limits

_X_ 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.

_X_ 22. Ten (10) days notice of cancellation, non-renewal, material change or coverage reduction 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.

_X_ 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).

_X_ 24. The Certificate must state project title and project number.

_X_ 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

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

_X_ 26. The above policy(s) carry the following deductibles:_____

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

_X_ 27. Liability policies are (indicate):

OCCURRENCE [ ] CLAIMS MADE [ ]

_____ _____
Signature Date

_____
Insurance Agent (Print)

_____
Name of Insured

_____
Date

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of La Terra Studio, Inc., (herein "Contractor") 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.

_____
Name of Contractor

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF TEXAS §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

_____
Notary Public, State of Texas

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		5-7-07
Dept Signature:	Don Wendell	City Manager		5/7/07
Agenda Coordinator (include phone #):	**Susan Berger (7255)**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☒ AWARD OF CONTRACT ☐ OTHER

CAPTION

Approval of a Landscape Architectural Services Agreement by and between the City and La Terra Studio, Inc. in the amount of $125,500 for Cheyenne Park improvements and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2006-07**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	279,149	1,270,851	400,000	**1,950,000**
Encumbered/Expended Amount	-279,149	-778,807	0	**-1,057,956**
This Item	0	-125,500	0	**-125,500**
BALANCE	0	366,544	400,000	**766,544**

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the 2006-07 Park Improvement CIP. This item, in the amount of $125,500, will leave a current year balance of $366,544 for the Park Improvements project.

SUMMARY OF ITEM

The Agreement provides for Landscape Architectural Services to prepare plans and construction documents for the renovation of Cheyenne Park including information gathering, design development, Texas Department of Licensing and Regulation plan review, construction documents, equipment procurement, and construction observation. Project elements include renovation of the irrigation system, storage pad, plaza renovations, backstop/dugout renovations, bleacher shade structures, parking lot renovations, loop trail, site furnishings, and signage.

The contract fee of $125,500 is 7.8% of the estimated $1,600,000 construction cost.

This will be the first major renovation of Cheyenne Park since it was first developed in 1979.

La Terra Studio, Inc. is on the current list of selected consultants for Landscape Architectural Services.

STRATEGIC PLAN GOAL: Landscape architectural services for park improvements and renovations relate to the City's Goal of Premier City in Which to Live.

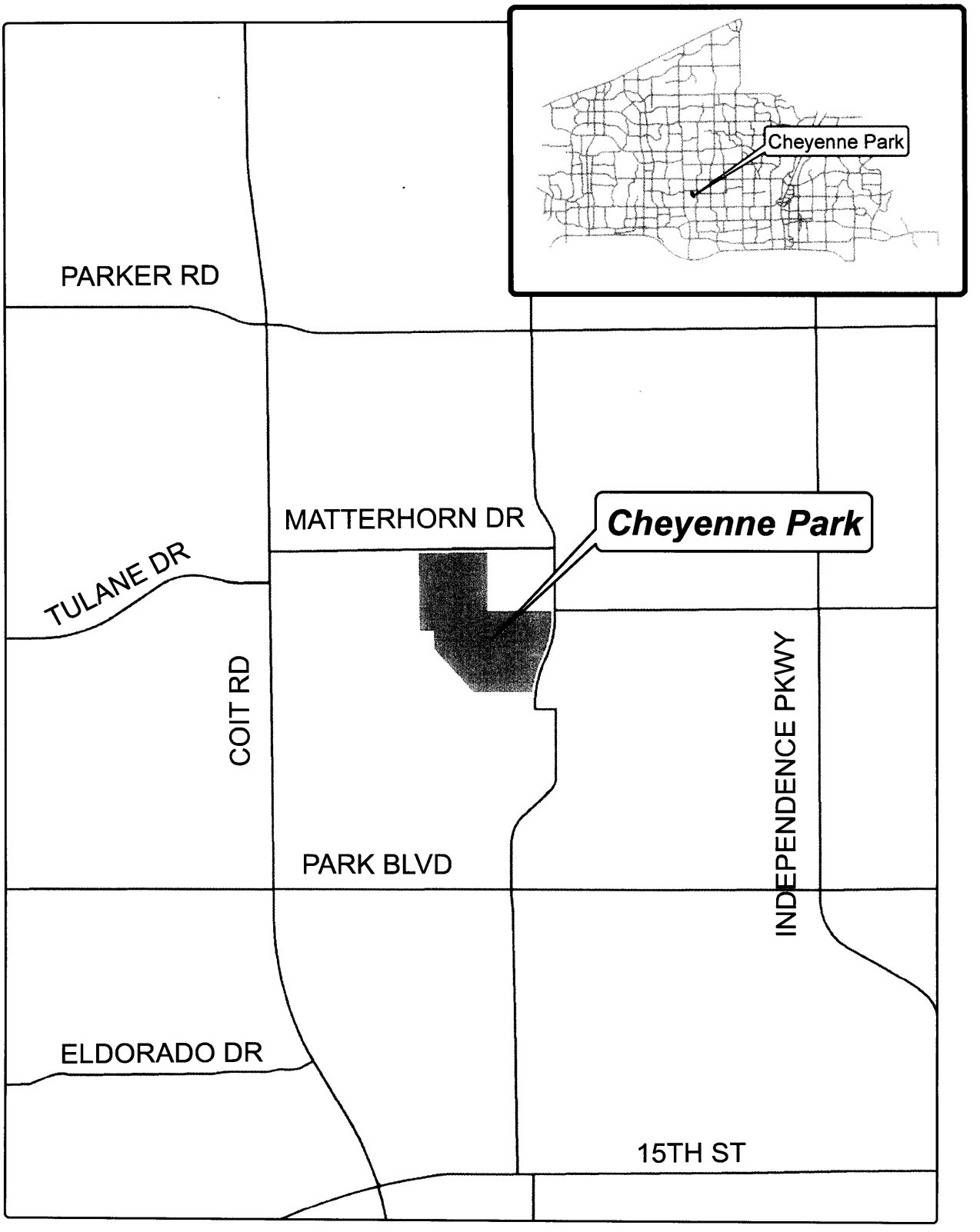
CITY OF PLANO
COUNCIL AGENDA ITEM

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

1-2

Park Planning Division
City of Plano, Texas

Cheyenne Park
Location Map



CHEYENNE PARK IMPROVEMENTS

PROJECT NO. 5817

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 **LA TERRA STUDIO, INC.,** a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **CHEYENNE 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.

VII. Indemnity

Architect shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Architect and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Architect, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Architect is legally responsible (hereinafter "Claims"). Architect is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to approve defense counsel to be retained by Architect in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. 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 City approved 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 such 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 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
Engineering 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:

La Terra Studio, Inc.
2109 Commerce Street
Dallas, TX 75201
Attn: Kris Brown, President

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.

LA TERRA STUDIO, INC.
A Texas Corporation

DATE: _____ BY: _____
Kris Brown
PRESIDENT

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 _____ day of _____, 2007, by **KRIS BROWN, President** of **La Terra Studio, Inc.**, a Texas corporation, licensed to do business in the State of Texas, on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, 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

la terra studio, inc.
2109 commerce ~ dallas ~ texas ~ 75201

la terra studio

EXHIBIT A
SCOPE OF SERVICES

CHEYENNE PARK IMPROVEMENTS

Section I Basic Services

la ***terra*** studio's Scope of Services for Cheyenne Park Improvements is divided into separate phases listed below:

~A~ Information Gathering / Coordination
~B~ Schematic / Conceptual Design
~C~ Design Development / Construction Documents
~D~ Procurement - Bid Phase
~E~ Construction Phase

A. Information Gathering / Coordination

A.1 Data Collection

la ***terra*** studio will perform a topographic survey for design encompassing the approximately 25 acres.

Services performed by Surveyor Include:

- Location of Visible Improvements such as Buildings, Structures, Patios, Sidewalks, Retaining/Screening Walls, Fences, Planters, etc...
- Show 1' Contours on drawing
- Show flow lines of sanitary and storm manholes/inlets
- Elevations shown on topography are based upon: City of Plano GIS monuments
- Location of Visible Utilities such as Power Poles, Power Lines, Transformers, Meter Boxes, Gas
- Meters, Phone/Cable Pedestals, Sanitary, Storm, Water, Sprinkler heads, Electric Meters,
- Manhole/Boxes, etc.
- Provide drawing on State Plane Coordinates based on City of Plano GIS monuments

A.2 Data Conversion

la ***terra*** studio will convert the collected data into usable base information for use during the construction document phase.

A.3 Geotechnical Investigation

A geotechnical investigation will be performed in order to obtain sub-surface data needed for the design / construction of (1) mobile-mini screened storage pads (6) bleacher shade structures (3) loop trail rest area shade structures and (1) parking lot.

B. Schematic / Conceptual Design

B.1 Conceptual Design & Public Input Meeting

la ***terra*** studio present (1) conceptual plan and record any citizen comments by means of a public forum (time and place yet to be determined).

~Proposed Conceptual & Schematic Design Elements~

Parking Lot Refinishing Irrigation Renovation (phase II) Plaza Renovation Backstop Chainlink Replacement Dugout Renovation Concrete Loop Trail	Neighborhood Backstop Replacement Bleacher Shade Structures (approx 6) Mobile-mini Screened Storage Pad + Screen Site Furnishings Park Signage

1-11

C. Design Development / Construction Documents

C.2 Construction Drawings ~ 60% & 90% Review

la ***terra*** studio will begin production on preliminary Construction Drawings & Details.

***note: One (1) set of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for internal City Review*

~Proposed Construction Drawing Elements~

Drawing Set (24"x36") to include:	
Coversheet	Site Layout Plans
Site Locator Map	Dimension Control Plans
Erosion Control Plan	Site Details
Demolition Plan	Irrigation Details
Site Grading & Drainage Plan	Erosion Control Details
Site Plans	Landscaping & Irrigation

C.3 Technical Specifications ~ 90% Review

la ***terra*** studio will prepare Technical Specifications for use within the construction Project Manual. A standard format will be used in conjunction with any City of Plano standard specifications issued by staff.

***note: City responsible for providing la terra studio with "front-end" boiler plate contract documents to be included within the Project Manual (see items below)*

C.4 Construction Drawings ~ 100% Review

la ***terra*** studio will finalize production of Construction Drawings & Details.

***note: Three (3) sets of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for final internal City Review*

C.5 Project Manual ~ 100% Review

la ***terra*** studio will finalize Technical Specifications and submit (1) unbound Project Manual with the following items:

~Coversheet	**~Maintenance Bond****
~Table of Contents	**~Insurance Requirements****
~Notice to Contractors**	**~Certificate of Insurance****
~Bid Schedule with Unit Pricing	**~Special Conditions****
~Construction Agreement**	**~TCEQ-TPDES Permit Req.****
~Performance Bond**	~Technical Specs
~Payment Bond**	**~Approved Materials List****

C.6 TDLR Plan Review Submittal

la ***terra*** studio will submit (1) plan set to the Texas Department of Licensing & Regulation for accessibility review as required per TDLR regulations. Upon TDLR plan review completion, *la **terra** studio* will address and / or make revisions to plans and specifications as required to meet accessibility standards.

***note: Fees for TDLR plan review & EABPRJ registration will be paid for by la terra studio. The City is responsible for TDLR site inspection coordination & fees.*

C.7 Deliverables

Upon final approval of the Construction Documents, la ***terra*** studio will provide the City with one (1) set of signed and sealed plans. Final drawings will also be submitted in the following digital formats: .dxf; .pdf

D. Procurement - Bid Phase

D.1Procurement – Bid Phase

Upon final approval of the Construction Documents, la ***terra*** studio will provide the City assistance in bidding and awarding the Procurement Contract.

This will include the following:

- ~Furnish one (1) set of signed and sealed reproducible plans and a project manual for bidding, plus a digital copy of plans and the assembled project manual in PDF format.
- ~Plans & Specs. will be picked-up at the office of la ***terra*** studio.
- ~Answer contractor inquiries during Bid Phase & Issuance of Addendums
- ~Provide a bid tabulation of valid bids received
- ~A summary of the bid analysis will be provided to the City for use in selection and awarding of the Procurement Contract.

****note: Reproduction costs associated during the Bid Phase will be recouped by a non-refundable fee paid for by prospective bidders*

***note: (1) Bid set will be made available to (1) PUBLIC plan room at no charge if plans are returned in GOOD condition. ~Plan Room set will be made available on first-come-first-serve-basis~*

D. Construction Phase

D.1 Construction Phase

la ***terra*** studio will participate in (4) monthly Project Site Visits** with the Project's contractor to generally review the progress of construction and to see if the work completed is generally consistent with the design intent of Landscape Architect's Construction Documents. Site visits will generally occur in (1) month intervals throughout the life of the project, or as deemed necessary by the City or la terra studio. Following each Project Site Visit, a written "Site Observation" report will be submitted to City staff.

**note: Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.

D.2 Submittals

la ***terra*** studio will Review required contractor submittals, such as shop drawings and samples, but only to determine if they conform to the Landscape Architect's visual, technical, and aesthetic design intent. Review is for general compliance, not dimensions, installation tolerances, or code compliance.

Section II Additional Services

A. Information Gathering / Coordination

A.1 Additional Services

a. Hourly Rates

The Landscape Architect will provide Additional Services on an hourly basis with a mutually agreed "not to exceed" total or a mutually agreed upon flat fee in writing. Hourly rates for Additional Services are as follows:

~ Principal ~ Registered Landscape Architect	$110.00/hour
~ Intern Landscape Architect	$ 70.00/hour
~ CAD Tech.	$ 55.00/hour
~ Administrative	$ 40.00/hour

b. Services

Additional services equal any service not listed as a Basic Service

STATEMENT OF JURISDICTION

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.

TEXAS Board of Architectural Examiners
Architects - Interior Designers - Landscape Architects

TBAE
P.O. Box 12337
Austin, TX 78711-2337
(512) 305 - 9000
http://www.tbae.state.tx.us/active/home.html

la terra studio, inc.
2109 commerce ~ dallas ~ texas ~ 75201

la terra studio

EXHIBIT B

Estimated Schedules and Project Budget

CHEYENNE PARK IMPROVEMENTS

Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

As of the date of this agreement, client's project construction budget is approximately:

$1,600,000

Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect.

***Note: The above schedule is for the design team's work effort only and does not include time required for internal review and approval by the City of Plano.*

la terra studio, inc.
2109 commerce ~ dallas ~ texas ~ 75201

la terra studio

EXHIBIT C
PAYMENT SCHEDULE

CHEYENNE PARK IMPROVEMENTS
Client agrees to pay Landscape Architect as follows:

~Basic Services~		
Information Gathering		
	Phase Total	**$ 4,500**
Conceptual Design & Public Input Meeting		
	Phase Total	**$ 7,500**
Design Development / Construction Documents		
	Phase Total	**$ 76,150**
Procurement - Bid Phase		
	Phase Total	**$ 5,500**
Construction Phase Services (site visits, site observation & submittals)		
	Phase Total	**$ 3,500**
Irrigation Plans & Specs.		
	Sub. Total	**$ 12,000**
Erosion Control / Civil Engineering Plans & Specs.		
	Sub. Total	**$ 4,800**
TDLR Plan Review		
	Sub. Total	**$ 650**
Geotechnical Borings & Report (est. 6 bores)		
	Sub. Total	**$ 6,400**
TOTAL BASIC SERVICES		**$121,000**
Incidental Expenses & Project Allowance (prints, copies, scans, postage, courier)		
	Sub Total	**$ 4,500**
~Additional Services~		
NONE		
	Sub Total	**$ ~0~**
TOTAL ESTIMATED ADDITIONAL SERVICES		**$ ~0~**
Total Basic & Additional Services		**$125,500**

Invoices will be submitted monthly based on a percentage of completion.

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, material change, or reduction in coverage 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. <u>Architect's Insurance - "Occurrence" Basis:</u>

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.

2.2 Professional Errors and Omissions

The Architect 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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

___ 18. Garagekeepers' Legal $_____- Comprehensive
$_____- Collision

___ 19. Owners Protective Liability $500,000 Combined single limits

_X_ 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.

_X_ 22. Ten (10) days notice of cancellation, non-renewal, material change or coverage reduction 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.

_X_ 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).

_X_ 24. The Certificate must state project title and project number.

_X_ 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

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

_X_ 26. The above policy(s) carry the following deductibles:_____

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

_X_ 27. Liability policies are (indicate):

OCCURRENCE [ ] CLAIMS MADE [ ]

_____ _____
Signature Date

_____
Insurance Agent (Print)

_____
Name of Insured

_____
Date

v.21

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **LA TERRA STUDIO, INC.** (herein "Contractor") 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.

_____
Name of Contractor

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF TEXAS §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

_____
Notary Public, State of Texas

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		5.4.07
Dept Signature:	David Stephens	City Manager		5/14/07
Agenda Coordinator (include phone #):	Lisa Prunty Ext. 7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

Approval of the purchase of Upgrade for Sun StorageTek Storage Area Network in the amount of $43,268 from Sun Microsystems through an existing contract with the Department of Information Resources (DIR), and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-503).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	125,000	0	**125,000**
Encumbered/Expended Amount	0	-42,161	0	**-42,161**
This Item	0	-43268	0	**-43,268**
BALANCE	0	**39,571**	0	**39,571**

FUND(S): **TECHNOLOGY FUND (062)**

COMMENTS: Funds are included in the 2006-07 Technology Fund budget for the expansion upgrade of the storage area network system (SAN) including hardware, software, maintenance and services. The balance of funds will be used for other items related to the project.

STRATEGIC PLAN GOAL: The purchase of a storage area network relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approve an expenditure of $43,268 to Sun Microsystems for a Sun StorageTek Storage Area Network. This purchase will upgrade our current Storage Area Network and allow us to perform the backup of critical City data and allow us to quickly perform data recovery for our users . The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (DIR #: DIR-SDD-503)

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

Interoffice Memo

Date: 04/27/2007

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Sun Storage Area Network Upgrade

We are recommending that the attached Upgrade for our Sun StorageTek Storage Area Network for data storage be purchased from the Sun State of Texas Department of Information Resources Contract # DIR-SDD-503. The proposals are attached and the State contract pricing is a not to exceed price of $ 43,268.00. This will upgrade our Storage Area Network and allow us to perform the backup of critical City data and enable us to quickly perform data recovery for our users. As our data increases and with the new addition to Document Management data from a variety of City departments we anticipate our storage needs to increase.

J-2

Sales Quotation

Quote Number: T-US-998350-B

Quote Date: 4/5/07

Customer : GARY PEDERSEN
STATE OF TEXAS
1117 E 15TH ST
PLANO TX
Tel / Fax : 9729417649 /

Sun : Erica Schnur
Sun Microsystems, Inc.
4150 Network Circle
Santa Clara CA 95054
Tel / Fax : (303) 272-6052/(510) 217-4210

We are pleased to quote as follows:

Validity Period	Credit Terms	Shipping Terms
60 Days	NET 30 FRM INV DATE	Destination

Item	Product Number	Description	Qty	Unit List Price	Disc	Unit Net Price	Extended Net Price
		SAR# EDU-Q407-12A has been applied to line 1-2 on the quote in addition to your normal contractual discounts. Please reference SAR# EDU-Q407-12A on your P.O. when submitting to Sun for processing. Please note that this special pricing expires 6/4/2007. Please place your order on or before 6/4/2007 in order to take advantage of this pricing. Thank you.					
		SUN SALES REP: GARY SHOEMAKER, Gary.Shoemaker@Sun.COM, 512-263-1858.					
		ORDER PLACEMENT-PLEASE FAX A FORMAL PURCHASE ORDER TO THE ATTENTION OF: CHRIS SINSAY @ 510-217-4296. PLEASE ALSO REFERENCE THE SUN QUOTATION NUMBER LOCATED AT THE TOP OF THIS FORM ON YOUR PO.					
		TO PLACE A CREDIT CARD ORDER, PLEASE CALL (800) 786-0404, THEN FOLLOW PROMPTS 1 & 3. PLEASE REFERENCE THIS QUOTE WHEN PLACING YOUR ORDER.					
		TO CHECK ORDER STATUS PLEASE SEND AN E-MAIL TO: edu-csr@sun.com OR CALL (800) 786-0404, PROMPT 1, PROMPT 3.					
		THIS SUN QUOTATION AND ANY ORDER YOU SUBMIT FOR PRODUCTS OR SERVICES IS SUBJECT TO TERMS AND CONDITIONS OF AGREEMENT: DIR-SDD-503.					
		CUSTOMER: PLEASE INDICATE ON YOUR PURCHASE ORDER THE DATE YOU WOULD LIKE TO RECEIVE THE PRODUCTS.					
		DUE TO EXTENDED LEADTIMES OF SPECIFIC PRODUCTS, WE REQUEST THAT YOUR PURCHASE ORDER STATE THE ACCEPTANCE AND PAYMENT OF PARTIAL SHIPMENTS.					

YOU MUST READ THE FOLLOWING: THIS SUN QUOTATION AND ANY ORDER YOU SUBMIT FOR PRODUCTS OR SERVICES IS SUBJECT TO: (1) THE TERMS OF ANY EXISTING SALES AGREEMENT YOU HAVE WITH SUN GOVERNING THAT PRODUCT OR SERVICE, OR,IF NONE, BY SUN'S SALES TERMS FOUND AT http://www.sun.com/sales/salesterms, THE GENERAL TERMS OF WHICH ARE EITHER ATTACHED OR ON THE REVERSE SIDE HEREOF, AND (2) APPLICABLE SUN SERVICE LISTINGS AND STATEMENTS OF WORK FOUND AT http://www.sun.com/service/servicelist [(1) AND (2) COLLECTIVELY BEING CALLED "SUN SALES TERMS."]

ALL ORDERS MUST REFERENCE EITHER YOUR SALES AGREEMENT NUMBER OR THIS SALES QUOTATION AND BE IN CONFORMANCE WTIH SUN SALES TERMS. ORDERS ARE SUBJECT TO ACCEPTANCE BY SUN EITHER THROUGH ISSUANCE OF AN ORDER ACKNOWLEDGEMENT OR DELIVERY OF THE PRODUCTS OR SERVICES. THIS QUOTATION REMAINS FIRM FOR THE PERIOD LISTED ABOVE, EXCEPT THAT SUN MAY MODIFY THIS SALES QUOTATION IF THERE IS A TYPOGRAPHICAL ERROR OR THE AVAILABILITY OF PRODUCTS, SERVICES, OR CREDIT CHANGE. SUN EQUIPMENT, OR PARTS OR COMPONENTS OF SUN EQUPMENT, MAY BE NEW OR USED, REGARDLESS, SUN WARRANTY TERMS APPLY.

J-3

Sun microsystems

Sales Quotation

Quote Number: T-US-998350-B

Quote Date: 4/5/07

Item	Product Number	Description	Qty	Unit List Price	Disc	Unit Net Price	Extended Net Price
	Leasing offers flexible, affordable options for acquiring Sun technology. For more information, call Sun Microsystems Finance at (800) 735-5786.						
1	XTAF300-HD-146G15K	STK FLA300 UPGRADE-146GB 15Krpm 2Gb FC DRV. X-Option.	28	$2,350.00	42.00%	$1,363.00	$38,164.00
2	XTAF200-HD-400G7K	STK FLC200 UPGRADE, 400GB 7.2Krpm SATA DRV. X-option.	8	$1,100.00	42.00%	$638.00	$5,104.00
	PLEASE READ: To ensure the timely booking of your order, the following information needs to be included on your PO: end user name, phone # and email address. For installation and services please provide the following: technical contact name, phone #, email address, and physical address(es). Please fax a formal purchase order to (510) 217-4210 and reference the Sun quotation number located at the top of this form on your PO.						

List Price Total:	$74,600.00
Total:	$43,268.00

J-4

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		5.08.07
Dept Signature:		City Manager		5/8/07
Agenda Coordinator (include phone #):	Lisa Prunty Ext. 7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

Approval of the purchase of Servers and Storage for Police Departments Digital Video Recording (DVR) project in the amount not to exceed $175,000 from Hewlett Packard through an existing contract with the Department of Information Resources, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-223).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,809,827	0	**1,809,827**
Encumbered/Expended Amount	0	-27,979	0	**-27,979**
This Item	0	-175,000		**-175,000**
BALANCE	0	**1,606,848**		**1,606,848**

FUND(S): TECHNOLOGY FUND (62) $870,818; GENERAL FUND (01) $49,009; POLICE ERF (071) $400,000; PUBLIC SAFETY TECH FUND (06) $450,000; PROPERTY LOSS & LIAIBILITY FUND (065) $40,000. TOTAL PROJECT FUNDS $1,809,827.

COMMENTS: Funds are available from various 2006-07 approved budgets for the Police Department mobile video camera replacement and upgrade project.

STRATEGIC PLAN GOAL: Servers and Storage for the Police Department DVR project relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approve an expenditure not to exceed $175,000 for servers and storage for the Police Departments Digital Video Recording (DVR) project. The city is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D and the local Government Code, and by doing so satisfies any State law requiring the local government to seek competitive bids for this item. (DIR_SDD-223).

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

Interoffice Memo

Date: 05/03/07

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Server and Storage for Police DVR project

We are purchasing servers for the new DVR project for our Police department. The servers as shown have onboard storage. We will be purchasing the servers in a priority order and are recommending purchasing the servers from Hewlett Packard (DIR Contract No. DIR-SDD-223). HP has a contract with the Department of Information Resources with the State of Texas as indicated above.

The cost of the servers and storage to be purchased from HP for this project will not exceed $ 175,000.00.

K-2

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		5/7/07
Agenda Coordinator (include phone #):	Sharron Mason, Ext. 7247			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

Approval of the purchase of FitLinxx Intelligent Exercise Solutions for the Tom Muehlenbeck Recreation Center in the amount of $40,032.50 from (FitLinxx) through an existing contract/agreement with (TXMAS), and authorizing the City Manager or his designee to execute all necessary documents. (TXMAS-7-78020).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	179,618	0	**179,618**
Encumbered/Expended Amount	0	-116,032	0	**-116,032**
This Item	0	-40,032	0	**-40,032**
BALANCE	**0**	20,554	**0**	**20,554**

FUND(S): GENERAL

COMMENTS: Funding for this item is available in the approved FY 2006-07 Budget. Remaining funds will be used for the purchase of other fitness equipment related items.

STRATEGIC PLAN GOAL: Providing for state-of-the art fitness equipment related to the City's Goal of Premier City in Which to Live.

SUMMARY OF ITEM

The Recreation Division staff recommends Council approve expenditure of fitness equipment and office furnishings for the Tom Muehlenbeck Recreation Center totaling $40,032.50 from existing contracts as follows: Fitlinxx Intelligent Exercise Solutions from FitLinxx in the amount of $40,032.50 – (TXMAS-7-78020). The City is authorized to purchase from the State contract list pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State law requiring local government to seek competitive bids for item(s).

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Recommendation Memos and Sales Quotes	

Tom Muehlenbeck Recreation Center

Memo

To: Sharron Mason, Buyer

From: Jana Glass, Recreation Complex Supervisor JG
Tom Muehlenbeck Recreation Center

CC: Don Wendell, Director of Parks & Recreation DW
Amy Fortenberry, Recreation Manager AF

Date: May 2, 2007

Re: Recommendation for Purchase of FitLinxx Intelligent Exercise Solutions

---

I have reviewed options to provide an exercise management system for the Tom Muehlenbeck Center. I am recommending we award this purchase to FitLinxx in the amount of $40,032.50. Funds are available for this purchase from cost center 01-651-8416. FitLinxx is currently on TXMAS; contract # 7-78020.

Please reference quote for Tom Muehlenbeck Center – Plano, TX.

l-2

FitLinxx®
Intelligent Exercise Solutions™

Sales Order Form

Tom Muehlenbeck Center
Plano, TX
TXMAS Contract No.: 7-78020
Date: 4/25/2007

FitLinxx
860 Canal Street
Stamford, CT 06902

QTY	MODEL		UNIT PRICE	TOTAL PRICE
		FitLinxx System		
1	CS-BAHW	FitLinxx C-Series Base system	5,995.00	5,995.00
1	CS-CV	C-Series CV Application	2,995.00	2,995.00
1	CS-TPSW	C-Series Strength Application	5,995.00	5,995.00
17	CS-STTP	C-Series Strength Training Partner	995.00	16,915.00
0	CS-ADKHB	Additional Kiosk	5,995.00	-
1	CS-SHIP	5.5% Shipping & Handling		1,809.23
1	CS-INST	12.5% Installation & Training (Covers One Installation Trip)		3,773.27
		TOTAL ORDER PRICE (ALL APPLICABLE STATE & LOCAL SALES TAX WILL BE ADDED):		**37,482.50**

		Network		
0	CS-CVST, CS-MISC	FitLinxx Cat 5 Network Connections	300.00	-
43	CS-CVWI	FitLinxx Wireless CV Radio Network Connections	50.00	2,150.00
2	CS-CVWT	FitLinxx Wireless CV Radio Transmitter	200.00	400.00
		TOTAL NETWORK PRICE (ALL APPLICABLE STATE & LOCAL SALES TAX WILL BE ADDED):		**2,550.00**

		Total Price		
		FitLinxx System		37,482.50
		FitLinxx Network		2,550.00
		TOTAL NETWORK PRICE (ALL APPLICABLE STATE & LOCAL SALES TAX WILL BE ADDED):		**40,032.50**

		Monthly Support Contract		
2	CS-BSUB	C-Series Software Module licences	250.00	500.00
0	CS-MSUB	Additional 500 member user licenses	99.00	-
		TOTAL Monthly ACH Amount (first 12 months):		**500.00**

The above pricing is valid only if the customer accepts this agreement ,which consists of this sales proposal and the attached Terms &

Above pricing is valid only if installation occurs within 90 days of the date this Agreement is accepted by the Customer.

AGREED AND ACCEPTED:

Customer: _____

By (Name): _____

Signature: _____ **Date:** _____

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	Mike Ryan	City Manager		5/7/07
Agenda Coordinator (include phone #):	**Sharron Mason, Ext. 7247**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

Approval of the purchase of fitness equipment and office furnishings for the Tom Muehlenbeck Recreation Center from Cybex (TXMAS-6-78010) for strength and cardio equipment in the amount of ($66,139.38); Plano Office Supply (TXMAS-3-7110250-13) for office furnishings in the amount of ($67,077.82); Plano Office Supply (Interlocal #2004-45-I) for chairs in the amount of ($19,507.64); Fitco (BuyBoard #261-07) for cardio and weight equipment in the amount of ($156,395.85); McKinney Office Supply (TXMAS-7-711040) for lounge seating in the amount of ($37,693.16); and StarTrac (TXMAS-7-78070) for cardio equipment in the amount of ($40,228.00) through an existing contract/agreement with TXMAS, Buyboard and Collin County Interlocal Contract, and authorizing the City Manager or his designee to execute all necessary documents. (TXMAS-6-78010; TXMAS-3-7110250-13; Interlocal #2004-45-I; BuyBoard #261-07; TXMAS-7-711040; and TXMAS-7-78070)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	6,435,418	15,210,582	0	**21,646,000**
Encumbered/Expended Amount	-6,435,418	-13,757,618	0	**-20,193,036**
This Item	0	-370,853	0	**-370,853**
BALANCE	0	1,082,111	0	**1,082,111**

FUND(S): RECREATION CENTER FACILITIES CIP

COMMENTS: Funds are included in the 2006-07 Recreation Center Facilities CIP. This item, in the amount of $370,853 will leave a current year balance of $1,082,111 for the Tom Muehlenbeck Center project.

STRATEGIC PLAN GOAL: Purchase of fitness equipment and office furnishings for recreation centers relates to the City's Goals of "Premier City in Which to Live" and "Service Excellence".

SUMMARY OF ITEM

The Recreation Division staff recommends Council approve an expenditure for the purchase of fitness equipment and office furnishings for the Tom Muehlenbeck Recreation Center totaling $370,853.00 from existing contracts with TXMAS, Buyboard and Collin County Interlocal from: **Cybex** in the amount of $66,139.38; **Plano Office Supply** in the amount of $67,077.82; **Plano Office Supply** in the amount of $19,507.64; **Fitco** in the amount of $156,395.85; **McKinney Office Supply** in the amount of $37,693.16; and **StarTrac** in the amount of $40,228.00. The City is authorized to purchase from the State contract list pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State law requiring local government to seek competitive bids for item(s).

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Recommendation Memos and Sales Quotes	

Tom Muehlenbeck Recreation Center

Memo

To: Sharron Mason, Buyer

From: Jana Glass, Recreation Complex Supervisor
Tom Muehlenbeck Recreation Center

CC: Don Wendell, Director of Parks & Recreation
Amy Fortenberry, Recreation Manager

Date: May 3, 2007

Re: Recommendation for Purchase of Lounge Furniture

I have reviewed options to provide lounge seating for the Tom Muehlenbeck Center. I am recommending we award this purchase to McKinney Office Supply in the amount of $37,693.16. Funds are available for this purchase from cost center 32-23405. McKinney Office Supply is currently on TXMAS; contract # 7-711040.

Please reference McKinney Office Supply Quote for COP-Muehlenbeck Recreation Center.

M-2

McKinney
OFFICE SUPPLY, INC.

117 West Louisiana Street
McKinney, Texas 75069
P) 972.562.5020
F) 972.548.8515

Date: 05/03/2007

PROPOSAL for: **City of Plano – Muenlenbeck Recreation Center**
Jana Glass

We are pleased to submit the following proposal :

			List	Net	Ext Net
Pricing per TXMAS Contract # TXMAS-7-711040 (Community)					
8	KE6591C	KENDALL ARM CHAIR	597.00	270.38	2,163.04
12	KE6593C	KENDALL ARMLESS CHAIR	545.00	246.83	2,961.96
			Sub Total		$5,125.00
Pricing per TXMAS Contract # TXMAS-7-7110140 (Steelcase)					
1	192030W	AVON TABLE- WOOD TOP 20D X 30W X 16.5H	980.00	444.33	444.33
2	193030W	AVON TABLE- WOOD TOP 30D X 30W X 16.5H	1,075.00	487.41	974.82
5	212020W	AVON TABLE- WOOD TOP 20D X 20W X 21H	875.00	396.73	1,983.65
14	243	SWATHMORE GRANDE CHAIR WOOD LEG	1,820.00	825.19	11,552.66
2	243-2	SWATHMORE GRANDE TWO-SEAT SOFA, WOOD LEG	2,545.00	1,153.90	2,307.80
1	243-3	SWATHMORE GRANDE THREE-SEAT WOOD LEG	3,240.00	1,469.02	1,469.02
5	431200	TABLE-SQUARE,42X42,1 1/4 THK, 28 1/2H	1,131.00	512.80	2,564.00
3	490-B96VRT	RIPPLE LOUNGE-WAVE SEAT 18D X 96W X 18H DIP:14H	2,110.00	956.67	2,870.01
3	CWCIRT30	BASE-TABLE,DRUM,CIRCULAR, WOOD MOLDING,30X30X27-1/2	1,334.00	497.32	1,491.96
1	CWRJ66192	TABLE-OVAL,WOOD,REI PROFILE, 66X192	11,577.00	4,315.91	4,315.91
			Sub Total		$29,974.16

M-3

McKinney
OFFICE SUPPLY, INC.

117 West Louisiana Street
McKinney, Texas 75069
P) 972.562.5020
F) 972.548.8515

Date: 05/03/2007

PROPOSAL for: **City of Plano – Muenlenbeck Recreation Center**
Jana Glass

We are pleased to submit the following proposal :

Continued from Page 1

Total:	35,099.16
Installation Total:	2,594.00
Freight Total:	0.00
Design Total:	0.00
Project Total:	**$37,693.16**

TXMAS Discounting

Community	**54.71 %**
Steelcase Brayton	**54.66 %**
Steelcase Vecta	**54.66 %**
Steelcase Tables	**62.72 %**

Please note: This quotation replaces quotation dated 05/02/2007

Please note the following:
- Terms: Net 30 days. Lead-time 6-7 Weeks
- Pricing includes freight and delivery; Mon. – Fri., 8:00 – 5:00.
- Pricing does not include relocation of existing furniture, electronic equipment or personal items.
- Pricing does not include sales tax, if applicable.
- Custom or special order items cannot be cancelled or returned; Deposits are non-refundable.
- Pricing does not include hard-wiring to building power or data cabling relating to modular furniture installation.
- This proposal is valid for 30 days, unless noted otherwise.

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[redacted]

Memo

To: Sharron Mason, Buyer

From: Jana Glass, Recreation Complex Supervisor
Tom Muehlenbeck Recreation Center

Cc: Don Wendell, Director of Parks & Recreation
Amy Fortenberry, Recreation Manager

Date: May 2, 2007

Re: Recommendation for Purchase of Strength Equipment & Cardio Equipment

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I have reviewed options to provide strength & cardio equipment for the Tom Muehlenbeck Center. I am recommending we award this purchase to Cybex in the amount of $66,139.38. Funds are available for this purchase from cost center 32-23405. Cybex is currently on TXMAS-6-78010.

Please reference Cybex quote # CY00031204.

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This quote expires on 08/31/2007

CYBEX®

Date: 02/23/2007

For Questions, Contact Your CYBEX Representative

Zane Carlson
15510 Quorum Dr. Apt. 3609
Addison, TX 75001
Phone:
Cell: 972-523-0843
Fax:
Email: zcarlson@cybexintl.com

Send Purchase Orders/Deposits to:

Cybex Order Fulfillment
Cybex International, Inc.

10 Trotter Dr.
Medway, MA 02053
Phone: 1-888-462-9239
FAX: 508-533-0873

Ship To Address
City of Plano

Plano, TX

United States
Jana Glass
Phone: 972-941-7261

Sold To Address
City of Plano

Plano, TX

United States
Jana Glass
Phone: 972-941-7261

Bill To Address
City of Plano

Plano, TX

United States
Jana Glass
Phone: 972-941-7261

E-Mail: janag@plano.gov

Qty	Product Number	Product Description	Price Per Unit	Disc Price	Total Price
Cardio - Arc					
2	620A	Arc Trainer - Cordless - Lower Body	$5,995.00	$3,597.00	$7,194.00
2	630A	Total Body Arc Trainer - Cordless	$6,495.00	$3,897.00	$7,794.00
Eagle - Fitlinx					
1	11008	Eagle Chest Press w/Fitlinxx	$4,545.00	$2,954.25	$2,954.25
1	11018	Eagle Overhead Press w/Fitlinxx	$4,545.00	$2,954.25	$2,954.25
1	11038	Eagle Row w/Fitlinxx	$4,545.00	$2,954.25	$2,954.25
1	11048	Eagle Leg Press w/Fitlinxx	$6,095.00	$3,961.75	$3,961.75
1	11118	Eagle Fly/Rear Delt w/Fitlinxx	$4,695.00	$3,051.75	$3,051.75
1	11138	Eagle Lat Pull w/Fitlinxx	$4,545.00	$2,954.25	$2,954.25
1	11158	Eagle Incline Press w/Fitlinxx	$4,545.00	$2,954.25	$2,954.25
VR3 - Fitlinxx					
1	12051X	VR3 Leg Extension - Start RLD - Fitlinxx	$3,395.00	$2,206.75	$2,206.75
1	12061X	VR3 Seated Leg Curl - Start RLD - Fitlinxx	$3,395.00	$2,206.75	$2,206.75
1	12070X	VR3 Arm Curl - Fitlinxx	$2,995.00	$1,946.75	$1,946.75
1	12080X	VR3 Arm Extension - Fitlinxx	$3,095.00	$2,011.75	$2,011.75
1	12090X	VR3 Ab Crunch - Fitlinxx	$2,995.00	$1,946.75	$1,946.75
1	12101X	VR3 Back Extension - Start RLD - Fitlinxx	$3,395.00	$2,206.75	$2,206.75
1	12160X	VR3 Lateral Raise - Fitlinxx	$3,495.00	$2,271.75	$2,271.75
1	12190X	VR3 Torso Rotation - Fitlinxx	$3,495.00	$2,271.75	$2,271.75
1	12200X	VR3 Hip Abduction - Fitlinxx	$2,995.00	$1,946.75	$1,946.75
1	12210X	VR3 Hip Adduction - Fitlinxx	$2,995.00	$1,946.75	$1,946.75

CV Frame Color:

Strength Frame Color:

Upholstery Color:

National Account: GSA GS-07F-9211G

Inside Delivery With Installation

Product Total	$57,735.25
MN Delivery	$6,056.48
MN Install	$2,347.65
MA Delivery	$0.00
MA Install	$0.00

Quote #: CY00031204

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		Total Delivery & Install	$8,404.13
001DMUNIC	**Sales Tax Rate:** 0.00%	**Tax:**	$0.00
		TOTAL AMOUNT	**$66,139.38**
		Your Total Savings:	***$33,009.75***

All prices quoted are in US Dollars

Notes: Equipment is to be purchased of TXMAS contract 6-78010

BOOKING ORDERS & PAYMENT TERMS:
25% Down to Book Order
Balance Due 2 weeks prior to shipment
OR
Approved Purchase Order - Net 30 Days

www.cybexinternational.com

All delivery times given prior to Cybex receiving a final order are subject to change and are estimates provided for information only. Cybex will not confirm any delivery dates until a final order has been received by Cybex.

By signing and dating this proposal, I agree to all the terms and conditions as stated in the Cybex Terms and Conditions of Sale. I hereby confirm that this is an order and I am authorized to place orders on this account.

Authorized Signature _____ **Date** _____

Name of Authorized Company Official _____ **Date Order Requested for Delivery** _____

CYBEX INTERNATIONAL, INC.
STANDARD TERMS AND CONDITIONS

1. SELLER'S TERMS TO GOVERN: This document, whether designated as a quote, offer, or sales acknowledgment, is an offer to sell made by Cybex International, Inc. ("Cybex" or "Seller"). Acceptance is expressly limited to the terms of Cybex's contract, and in the event that Buyer's acceptance or other response hereto states terms additional to or different from those set forth herein, this document shall be deemed a notice of objection to such additional or different terms and rejection thereof.

2. PRICES: Prices shown on quote are Seller's prices in effect on that date and are shown in U.S. dollars. Quotes shall expire in thirty (30) days unless otherwise noted thereon. Verbal price representations cannot supersede a written price quote. Seller reserves the right to correct any clerical or mathematical errors prior to Buyer acceptance. Shipments will be billed at prices stated on accepted orders unless delays have been initiated or requested by Buyer which shall entitle Seller to any and all additional costs and expenses resulting from the delay.

3. TAXES AND DUTIES: The price does not include any federal, state or local taxes, assessments or duties. Therefore, in addition to the price stated herein, any applicable sales, use or other taxes and government charges imposed by any governmental body upon the transaction shall be an additional charge and shall be the responsibility of the Buyer, unless the Buyer is exempt from such taxes and the Seller receives the Buyer's Certificate of Exemption prior to shipment.

4. TERMS OF PAYMENT: Unless the Seller's credit department has given the Buyer its prior written approval, the terms of payment are as they appear at the top of the quote or sales order documents. Seller reserves the right to require full or partial payment in advance of any shipment, or other payment arrangements whenever, in its judgment, the financial condition of Buyer does not justify shipment of the goods on the terms specified. If payment on the goods to Seller is in arrears, Seller shall have the right and option to withhold warranty rights, as outlined in the Cybex written Limited Warranty pertaining to each product or service sold or provided hereunder (the "Limited Warranty"), or to withhold service and parts. Buyer agrees to pay all costs of collections, specifically including but not limited to reasonable attorney's fees and all court costs.

5. SHIPMENT: All products are shipped F.O.B. from origin, unless otherwise specified. The title of the equipment passes to Buyer upon receipt of full payment. Buyer is responsible for any loss or damage to shipments after leaving the point of manufacture. Buyer is responsible for recording any shortages, damages or losses on the Delivery Receipt at the time of delivery. A copy of Buyer's Delivery Receipt must be forwarded to the Cybex Customer Service Department, at the address identified in paragraph 10 hereof, when damage or losses are claimed. All concealed damage, or damage not apparent until the equipment is unpacked and examined, must be reported to the Cybex Customer Service Department at the address or telephone number identified in paragraph 10 hereof within 48 hours of delivery. All concealed damage claims must be made within fifteen (15) days from the delivery date. Buyer is responsible for notifying the Carrier to perform an inspection of the damages before the close of business on the fifteenth day after delivery. All packaging materials must be kept available by Buyer for the inspection. Failure to report a concealed damage claim as outlined above will affect Buyer's ability to fully recover damages from the Carrier and will result in Buyer assuming any costs incurred for replacing or repairing the damage.

6. BIDS AND PERFORMANCE BONDS: Any or all administrative and handling charges that may occur over and above the prices quoted will be assumed by Buyer.

7. INSTALLATION: Seller is responsible for installation of the equipment, except as otherwise provided herein or requested by Buyer. Installation includes unpacking, assembly and an operational check of the equipment. Unless otherwise specifically provided in writing, Buyer has full responsibility for assuring the Carrier places the equipment in its final use location. Shipping and handling charges cover trucking and placement of equipment in any predetermined location in your facility or home. Buyer will assume all costs and expenses incurred as a result of deliveries requiring the equipment to be carried more than 100 feet from the closest point accessible by a commercial tractor trailer or those deliveries requiring the use of a hoist, other special equipment, services or additional manpower. Installation does not include the anchoring of product. Buyer is responsible for all anchoring. Buyer will assume all costs and expenses associated with transportation, storage, manpower, and waiting time for the equipment that is delivered to the requested location when delivery cannot be accepted for any reason.

8. DELIVERY: Any delivery date stated under this contract is the Seller's best estimate and is based upon prompt receipt of all necessary information and payment from Buyer. Seller makes no guarantee of delivery by such date and shall have no liability or other obligation for failure to deliver on such date, regardless of cause, unless expressly stated otherwise. Seller shall have no liability or other obligation hereunder if its performance is delayed or prevented to any extent by any event such as, but not limited to, any act of God, strike or work stoppage, fire, flood, accident, allocation or other controls of the Government authorities, shortage of transportation, fuel, material and labor, or any other cause beyond the Seller's reasonable control.

9. CANCELLATION or ALTERATION: No order may be canceled or altered after the mailing of the sales acknowledgment unless agreed to by Seller. Cancellation or alteration of orders, if agreed to by Seller, will obligate Buyer to pay to Seller a handling charge of 25% of the sales order amount plus any and all expenses incurred and damages sustained by Seller to return the product to the point of manufacture. Custom orders obligate Buyer to pay Seller 100% of the sales order amount plus any and all expenses sustained by Seller to return the product to the point of manufacture. Seller will make every reasonable effort to ship by the estimated date, but failure to do so shall not be cause for cancellation.

10. RETURNED GOODS: When agreed to by Seller, Buyer may return products with a Return Authorization Number, obtainable by writing to Cybex International, Inc., Attn: Customer Service Department, 10 Trotter Drive, Medway, MA 02053 or by calling the Customer Service Department at 1-888-GO-CYBEX. Buyer's failure to obtain this Return Authorization Number will prevent Seller from being liable when the product is not accepted by Seller's receiving dock. Buyer must ship all returned products freight prepaid.

11. PRODUCT AND QUOTATION CHANGES: Seller reserves the right to change or revise specifications and product design in connection with any feature of Seller's products. Such changes do not entitle Buyer to corresponding changes, improvements, additions, or replacements for product previously sold or shipped. In addition, Seller reserves the right to change any products and/or prices quoted to a customer if the customer has not confirmed the quotation by placing an order with Seller and/or Seller believes that market conditions have changed since the quotation was made.

12. INDEMNIFICATION BY NON-CONSUMER BUYERS: Non-consumer Buyers agree to and do hereby indemnify and hold harmless Seller against all costs and expenses, including attorney's fees, damages, liabilities and judgments for personal injuries, including death, resulting from the use or misuse of Seller's products, the Buyer's failure to provide adequate instructions to individuals using the products, failure to provide required product maintenance, and/or failure to bolt product as provided in Seller's Owner's Manual, however caused or alleged to have been caused directly or indirectly by Buyer, its agents, officers, directors and employees.

13. AMENDMENT, MODIFICATION or SUBSTITUTION: This document, together with the Limited Warranty, shall contain the entire agreement between the parties. Any modifications thereof must be in writing and signed by Seller. No prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this contract.

14. DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES:

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO GOODS OR SERVICES PROVIDED BY SELLER OTHER THAN THOSE SET FORTH IN THE APPLICABLE LIMITED WARRANTY. BUYER SHOULD CONSULT THE LIMITED WARRANTY FOR THE TERMS, CONDITIONS AND LIMITATIONS OF THE EXPRESS WARRANTY PROVIDED HEREUNDER. BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS RECEIVED A COPY OF THE LIMITED WARRANTY APPLICABLE TO THE PRODUCT OR PRODUCTS PURCHASED HEREUNDER. ADDITIONAL COPIES OF THE LIMITED WARRANTY MAY BE OBTAINED BY CALLING CYBEX CUSTOMER SERVICE TOLL FREE AT 1-888-GO-CYBEX.

NO PERSON HAS AUTHORITY TO MAKE ANY STATEMENTS ABOUT THE PRODUCTS SOLD HEREUNDER AND SUCH STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE BUYER, AND ARE NOT PART OF THESE STANDARD TERMS AND CONDITIONS, INCLUDING THE LIMITED WARRANTY INCORPORATED HEREIN. ALL WARRANTIES OTHER THAN THE WARRANTIES EXPRESSLY PROVIDED HEREIN AND IN THE LIMITED WARRANTY ARE SPECIFICALLY EXCLUDED. IN THE CASE OF NON-CONSUMER BUYERS, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

IN THE CASE OF CONSUMER BUYERS, THE DURATION OF ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES PROVIDED HEREIN AND IN THE APPLICABLE LIMITED WARRANTY.

SELLER WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSSES, OR EXPENSES, INCLUDING, BUT NOT LIMITED TO COMMERCIAL LOSSES, BUSINESS INTERRUPTION, OR DAMAGE TO PROPERTY OTHER THAN THE PRODUCT OR PRODUCTS SOLD HEREUNDER.

Notice to Consumer Buyers: Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

15. ALTERNATIVE DISPUTE RESOLUTION FOR NON-CONSUMER BUYERS ONLY:

SELLER RESERVES THE RIGHT TO MANDATE ALTERNATIVE DISPUTE RESOLUTION TO SETTLE ANY OR ALL CLAIMS RESULTING FROM THIS SALES TRANSACTION. ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED IN THE STATE OF MASSACHUSETTS ACCORDING TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

It is understood between the parties that damage to the product, ineffectiveness of the product, or other unintended consequences may result because of many factors including the manner of use or application of the product, all of which are beyond the control of the Seller. All such risks shall be assumed by the Buyer.

[redacted]

Memo

To: Sharron Mason, Buyer

From: Jana Glass, Recreation Complex Supervisor
Tom Muehlenbeck Recreation Center

cc: Don Wendell, Director of Parks & Recreation
Amy Fortenberry, Recreation Manager

Date: May 2, 2007

Re: Recommendation for Purchase of Office Furniture & Chairs

I have reviewed options to provide office furniture and chairs for the Tom Muehlenbeck Center. I am recommending the purchase of office furniture and chairs from Plano Office Supply. The office furniture in the amount of $43,560.18 from TXMAS Contract # (TXMAS-3-7110250) and chairs the purchase from the Collin County Interlocal Agreement (2004-45-I) in the amount of $19,507.64. The total purchase from Plano Office Supply in the amount of $67,077.82. Funds are available for this purchase from cost center 32-23405.

Please reference Plano Office Supply Quote for COP-Muehlenbeck Recreation Center.

M-9

PLANO office supply

705 Avenue K
Plano, Texas 75074
P) 972.424.8561
F) 972.422.9936

Date: 04/19/2007

PROPOSAL for: **COP – Muehlenbeck Recreation Center**
Jana Glass

			List	Net	Net Ext.
Pricing per TXMAS Contract # TXMAS-3-7110250					
2	83222ELM	Corner Cove PVC Extended Left 72x36-24L/24R	489.00	177.50	355.00
3	83222ERM	Corner Cove PVC Extended Right 36x72-24L/24R	489.00	177.50	532.50
1	832430M	PVC Edge Worksurface 24D 30W	203.00	73.68	73.68
6	832436M	PVC Edge Worksurface 24D 36W	228.00	82.76	496.56
1	832442M	PVC Edge Worksurface 24D 42W	256.00	92.92	92.92
2	832448M	PVC Edge Worksurface 24D 48W	277.00	100.55	201.10
2	832454M	PVC Edge Worksurface 24D 54W	300.00	108.90	217.80
1	832466M	PVC Edge Worksurface 24D 66W	369.00	133.94	133.94
1	833672BTM	30AX36BX72C Bow Tops PVC Worksurface	651.00	236.31	236.31
3	834224RM	PVC Edge Corner Worksurface 42 Wx24D Rad Edge	412.00	149.55	448.65
3	861642	Stack-on Hutch w/Doors & Lock 42W 36-1/4H 13D	482.00	174.96	524.88
2	861648	Stack-on Hutch w/Doors & Lock 48W 36-1/4H 13D	497.00	180.41	360.82
1	861666	Stack-on Hutch w/Doors & Lock 66W 36-1/4H 13D	718.00	260.63	260.63
5	861672	Stack-on Hutch w/Doors & Lock 72W 36-1/4H 13D	750.00	272.25	1,361.25
3	862042	Tackboard 42W 20H	282.00	102.36	307.08
2	862048	Tackboard 48W 20H	305.00	110.71	221.42
1	862066	Tackboard 66W 20H	358.00	129.95	129.95
5	862072	Tackboard 72W 20H	375.00	136.12	680.60

M-10

PLANO office supply

705 Avenue K
Plano, Texas 75074
P) 972.424.8561
F) 972.422.9936

Date: 04/19/2007

PROPOSAL for: **COP – Muehlenbeck Recreation Center**
Jana Glass

			List	Net	Net Ext.
5	870830	Tasklight w/electronic Ballast for 30W	159.00	57.71	288.55
8	870830	Tasklight w/electronic Ballast for 30W	159.00	61.85	494.80
6	870860	Tasklight w/electronic Ballast for 60W	186.00	67.51	405.06
8	871136	Pass-Thru Harness w/Power Bloc k 36W	88.00	34.23	273.84
2	871224	Power Harness 24W	144.00	56.01	112.02
2	871236	Power Harness 36W	144.00	56.01	112.02
2	871918	Ceiling Electrical In-Feed Cable 18' Flex Cable	208.00	80.91	161.82
16	873501	Ter 2.6/Align Duplex Receptacl e Circuit 1	24.00	9.33	149.28
1	ABT24FC	T Base Med,1 Pr.,Fixed Hgt w/C asters	369.00	161.99	161.99
1	ABT34FG	T Base Large,1 Pr.,Fixed Hgt w /Glides	422.00	185.25	185.25
7	ABX34FG	X Base Large, Fixed Hgt w/Glid es	334.00	146.62	1,026.34
1	ALM3672RE	36"x72" Rect Top,Lam,PVC Edg	496.00	217.74	217.74
1	ALM4284CO	42"x84" Conf Oval Top,Lam,PVC Edg	974.00	427.58	427.58
7	ALM42RND	42" Dia Rnd Top,Lam,PVC Edg	478.00	209.84	1,468.88
2	CDG	Pair of End Panel Gussets	90.00	32.67	65.34
8	CDL29	Corner Desk Leg 29-1/2H	109.00	39.56	316.48
17	CEP2429F	Freestanding End-Panel Support 24DX29-1/2H	146.00	52.99	900.83
2	CEP3029F	Freestanding End-Panel Support 30DX29-1/2H	158.00	57.35	114.70
2	CF536HA	Persona Combo File 5H 64-3/5H 36W 18D Hinged Doors A Pull	1,716.00	633.20	1,266.40

M-11

PLANO office supply

705 Avenue K
Plano, Texas 75074
P) 972.424.8561
F) 972.422.9936

Date: 04/19/2007

PROPOSAL for: **COP – Muehlenbeck Recreation Center**
Jana Glass

			List	Net	Net Ext.
2	CF536HB	Persona Combo File 5H 64-3/5H 36W 18D Hinged Doors B Pull	1,716.00	633.20	1,266.40
2	CF542HA	Persona Combo File 5H 64-3/5H 42W 18D Hinged Doors A Pull	1,950.00	719.55	1,439.10
3	CF542HB	Persona Combo File 5H 64-3/5H 42W 18D Hinged Doors B Pull	1,950.00	719.55	2,158.65
1	CS304	Half Height Modesty Panel 30W x 14H	116.00	42.10	42.10
6	CS364	Half Height Modesty Panel 36W x 14H	118.00	42.83	256.98
5	CS369	Modesty Panel 36W 29-1/2H	126.00	45.73	228.65
7	CS429	Modesty Panel 42W 29-1/2H	128.00	46.46	325.22
2	CS544	Half Height Modesty Panel 54W x 14H	127.00	46.10	92.20
1	CS669	Modesty Panel 66W 29-1/2H	137.00	49.73	49.73
1	CS729	Modesty Panel 72W 29-1/2H	141.00	51.18	51.18
2	CSCMP7214	Stand-Alone Corner Modesty Pan el 14Hx72W	135.00	49.00	98.00
3	CSCMP7229	Stand-Alone Corner Modesty Pan el 29-1/2Hx72W	141.00	51.18	153.54
8	CSDC19	Metal Center Drawer w/Lock 19Wx14-3/4Dx3"H	120.00	43.56	348.48
4	CSDC19	Metal Center Drawer w/Lock 19Wx14-3/4Dx3"H	120.00	46.68	186.72
14	CSL2429F	Freestanding Support Legs 24Dx 29-1/2H	128.00	46.46	650.44
24	EAAC	Clip Caddy	44.00	15.97	383.28
24	EAFS	Folder Holder	61.00	22.14	531.36
3	EAHSR42	42" HUTCH SLAT ATTACHEMENT	138.00	50.09	150.27
2	EAHSR48	48" HUTCH SLAT ATTACHEMENT	142.00	51.54	103.08

M-12

PLANO office supply

705 Avenue K
Plano, Texas 75074
P) 972.424.8561
F) 972.422.9936

Date: 04/19/2007

PROPOSAL for: **COP – Muehlenbeck Recreation Center**
Jana Glass

			List	Net	Net Ext.
1	EAHSR66	66" HUTCH SLAT ATTACHEMENT	169.00	61.34	61.34
5	EAHSR72	72" HUTCH SLAT ATTACHEMENT	178.00	64.61	323.05
6	EAPC	Gripper Clip	61.00	22.14	132.84
24	EAPT	Mail Box	59.00	21.41	513.84
8	EASR36	36" w-Slat Rail Attachment	133.00	51.73	413.84
12	EATS	Phone Caddy	73.00	26.49	317.88
1	EBC60	Essentials Bookcase 59H 34-1/2 W 12-5/8D w/4 Adj Shelves	669.00	280.31	280.31
2	ECF530HA	5H 30W Essentials Combination File/Hinge Drs/Arch	1,259.00	464.57	929.14
1	ECF530NA	5H 30W Essentials Combination File/No Doors/Arch	1,163.00	429.14	429.14
1	ELF242NA	Essentials Lat File 27-1/4H 2-12" Drwr 42W Arch Pull	790.00	291.51	291.51
1	ELF536NB	Essentials Lateral 5-High 64-1/2H 36W No PS B Pull	1,485.00	547.96	547.96
2	L919492	Essentials Lateral Double-Rail Hanging File Racks (2 pack)	23.00	8.48	16.96
12	PM137-203A	Essentials Mobile Ped BBF 26-7/8H 19-7/8D Arch Pull	452.00	166.78	2,001.36
12	PM138-202A	Essentials Mobile Ped FF 26-7/8H 19-7/8D Arch Pull	452.00	166.78	2,001.36
8	RLM-UCO	Relate Side Std Uph Back/Casters/Arms	455.00	190.64	1,525.12
13	RLM-UGO	Relate Side Std Uph Back/Glides/Arms	415.00	173.88	2,260.44
2	T5482430W	48WX24DX30D Wave Worksurface w/grom	345.00	134.20	268.40
2	T5483024W	48WX30DX24D Wave Worksurface w/grom	345.00	134.20	268.40
2	T5922EL	Corner Cove Worksurface Left 72x36x24x24 w/Gr	489.00	190.22	380.44

M-13

PLANO office supply

705 Avenue K
Plano, Texas 75074
P) 972.424.8561
F) 972.422.9936

Date: 04/19/2007

PROPOSAL for: **COP – Muehlenbeck Recreation Center**
Jana Glass

			List	Net	Net Ext.
2	T5922ER	Corner Cove Worksurface Righ72 x36x24x24 w/Gro	489.00	190.22	380.44
4	T63029PEN	Panel Mount End Panel Support 30D x 29-1/2H	211.00	82.07	328.28
4	T6BK	Worksurface Bracket Kit	30.00	11.67	46.68
4	T6CB24L	Terrace Cantilever Bracket 24D Left	36.00	14.00	56.00
4	T6CB24R	Terrace Cantilever Bracket 24D Right	36.00	14.00	56.00
8	TE36FNN	Ess OH Stg Cab 36W/Flat Pntd D r/Non-Assist/No Pull	465.00	180.88	1,447.04
2	TN04324M	Monolithic Panel 43Hx24W	435.00	169.21	338.42
2	TN05624M	Monolithic Panel 56Hx24W	481.00	187.10	374.20
4	TN06924M	Monolithic Panel 69Hx24W	590.00	229.51	918.04
10	TN06936M	Monolithic Panel 69Hx36W	710.00	276.19	2,761.90
4	TN313H	High-Low End Trim Kit 13H	63.00	24.50	98.00
2	TN343E	"E" End Trim Kit 43H	65.00	25.28	50.56
4	TN369E	"E" End Trim Kit 69H	89.00	34.62	138.48
4	TN369L	"L" 90-Degree Connector Kit 69 H	130.00	50.57	202.28
2	TN369T	"T" 3-Way Connector Kit 69H	130.00	50.57	101.14
			Sub Total		$43,560.18

M-14

PLANO office supply

705 Avenue K
Plano, Texas 75074
P) 972.424.8561
F) 972.422.9936

Date: 04/19/2007

PROPOSAL for: **COP – Muehlenbeck Recreation Center**
Jana Glass

			List	Net	Net Ext.
Pricing per COP Contract # 2004-45-I					
63	4041	4041 Polymer Seat & Back 4 Chairs Per Carton	437.00	177.85	11,204.55
8	4043	Cart for Stacking 4041 Chairs (Black Only)	333.00	135.53	1,084.24
21	4049	Non-Ganging Chair Glides for 4 041 Chair Box of 48	60.00	24.42	512.82
19	7808	Managerial/Task, Asynchronous w/Arms, Seat Glide, Pneumatic	692.00	281.64	5,351.16
2	AS24	Storage Cabinet Shelves 24D x 36W	67.00	27.26	54.52
5	SC2472	Storage Cabinet 24D x 36W x 72H	639.00	260.07	1,300.35
			Sub Total		$19,507.64

Total:	63,067.82
Installation Total:	4,010.00
Freight Total:	0.00
Design Total:	0.00
Project Total:	**$67,077.82**

Please note the following:
- Terms: Net 30 days. Lead-time: 4-5 Weeks
- Pricing includes freight, delivery and installation; Mon. – Fri., 8:00 – 5:00, unless noted otherwise
- Pricing does not include relocation of existing furniture, electronic equipment or personal items.
- Pricing does not include sales tax, if applicable.
- Custom or special order items cannot be cancelled or returned. Deposits are non-refundable.
- No returns are allowed on assembled furniture items
- Pricing does not include hard wiring to building power or data cabling relating to modular furniture installation.
- This proposal is valid for 30 days, unless noted otherwise.

M-15

[redacted]

Memo

To: Sharron Mason, Buyer

From: Jana Glass, Recreation Complex Supervisor
Tom Muehlenbeck Recreation Center

cc: Don Wendell, Director of Parks & Recreation
Amy Fortenberry, Recreation Manager

Date: May 8, 2007

Re: Recommendation for Purchase of Cardio Equipment

I have reviewed options to provide cardio equipment for the Tom Muehlenbeck Center. I am recommending we award this purchase to Star Trac in the amount of $40,228.00. Funds are available for this purchase from cost center 32-23405. Star Trac is currently on TXMAS; contract # 7-78070.

Please reference Star Trac quote # Q95632.

M-16

14410 Myford Road
Irvine, CA 92606
phone 714 669 1660
corp 800 228 6635

Product Quotation

Quote Number: Q95632
Effective: 3/12/2007
Valid Until: 6/28/2007

Bill To:
City of Plano
1520 Ave K
Ste 370
Third Floor
Plano, TX 75074

Ship To:
City of Plano
5801 W Parker Road - Muehlenbeck
Recreat
Plano, TX 75093

Qty	Model	Description	List Price	Your Price	Extended Price
4	**9-6230-SINTP0**	6200 ELITE CROSSTRAINER, SILVER, SELECTFIT	$6,095	$3,375	$13,500
10	**9-6430-SINTP0**	6400 SERIES RB PRO, CONTACT/POLAR HR, SILVER	$3,195	$1,763	$17,630
3	**9-6330-SINTP0**	6300 SERIES UB PRO, CONTACT/POLAR HR, SILVE	$2,895	$1,461	$4,383
1	**FREIGHT**	INSIDE DELIVERY	$4,115	$3,660	$3,660
1	**INSTALL**	INSTALLATION	$1,395	$1,055	$1,055

Requested Delivery: 5/30/2007

You will save $30,297

Sub Total **$40,228**

Estimated Applicable Sales Tax $0

Total **$40,228**

or apply for a monthly lease payment of **$1,374.99****

**Plus applicable Sales Tax. (lease rate and terms subject to credit approval)

Terms and Conditions

- Payment:
- Shipment: FOB Origin
- Prices are quoted in USD and valid only for products whose final destination is in the United States or Canada.
- Standard and Extended Warranties for products quoted are valid in the United States and Canada only.

Additional Notes

TXMAS Contract Number - 7-78070

Please sign and return fax this proposal to 1-174-508-3876 to submit your order.

Star Trac appreciates your business!

M-17

14410 Myford Road
Irvine, CA 92606
phone 714 669 1660
corp 800 228 6635

Product Quotation

Quote Number: Q95632
Effective: 3/12/2007
Valid Until: 6/28/2007

Star Trac Sales Representative
Jack Guelzow
Territory Manager
tel: +1 (713) 521-0655
fax: +1 (713) 630-0409
email: jcguelzow@startrac.com

Customer Contact for Questions
Jana Glass
tel: +1 (972) 941-5535
email: janag@plano.gov

Acceptance

Please accept this signed quotation as a purchase order and acceptance of the price, terms and conditions above.

Name (Please Print) _____ **Title** _____

Signature _____ **Date** _____

Payment Method

Please specify your preferred method of payment for the items shown above.

☐ **Credit Card** **Card Type (MC/Visa/Amex/Disc)** Circle One **Security Code** _____

Card Number _____ **Expiration Date** _____

☐ **Check by Mail**

☐ **Check by Fax**

☐ **COD** (additional paperwork required)

☐ **Apply for Terms - Net 30 or Approved Payment Plan** (subject to Credit Approval)

☐ **Apply for Leasing** (subject to Credit Approval)

M-18

Tom Muehlenbeck Recreation Center

Memo

To: Sharron Mason, Buyer

From: Jana Glass, Recreation Complex Supervisor JG
Tom Muehlenbeck Recreation Center

CC: Don Wendell, Director of Parks & Recreation DW
Amy Fortenberry, Recreation Manager AF

Date: May 2, 2007

Re: Recommendation for Purchase of Cardio Theatre Equipment

I have reviewed options to provide cardio theatre equipment for the Tom Muehlenbeck Center. I am recommending we award this purchase to Fitco in the amount of $11,553.00. Funds are available for this purchase from cost center 32-23405. Fitco is currently a BuyBoard member; # 261-07.

Please reference Fitco quote # 9600DNDN.

M-19

FITCO
FITNESS CENTER OUTFITTERS

Remit Payments To:

FITCO
2101 Midway Road Suite 240
Carrollton, TX 75006
Phone: 972-503-6060
Fax: 972-233-0623

Sales Quote

Questions? Please call:
David Novit

Quote Number: 9600DN
Quote Date: April 10, 2007
Quote Expires: May 10, 2007

Bill To: City of Plano Parks & Rec
P.O. Box 860358
Plano, TX 75086
USA

Ship To: Muehlenbeck Rec Center
attn: Jana Glass

Quantity	Item	Description	Unit Price	Extension
		PER BUYBOARD CONTRACT FOR PRPOSAL #261-07		
17.00	CT - CXGXTV9T	Single Channel 900 MHz Transmitter (includes 6ft. length of audio patch cable)	$ 359.00	$ 6,103.00
35.00	CT - CXGXTV9R	900 MHz Receiver (includes E-CSS or E-CSL, refer to master C-safe list OR 12 V power cable KIT)	$ 125.00	$ 4,375.00
1.00	DELIVERY CHARGE	Delivery / Install	$ 950.00	$ 950.00

Payment Terms: Net 30 Days

I accept the terms and conditions of this order.

Signed: _____

Name: _____ **Title:** _____

Subtotal	11,428.00
Sales Tax	
Freight	125.00
TOTAL	11,553.00

M-20

Tom Muehlenbeck Recreation Center

Memo

To: Sharron Mason, Buyer

From: Jana Glass, Recreation Complex Supervisor JG
Tom Muehlenbeck Recreation Center

CC: Don Wendell, Director of Parks & Recreation DW
Amy Fortenberry, Recreation Manager AF

Date: May 2, 2007

Re: Recommendation for Purchase of Cardio Equipment

I have reviewed options to provide cardio equipment for the Tom Muehlenbeck Center. I am recommending we award this purchase to Fitco in the amount of $112,397.00. Funds are available for this purchase from cost center 32-23405. Fitco is currently a BuyBoard member; # 261-07.

Please reference Fitco quote # 9601DN.

M-21

FITNESS CENTER OUTFITTERS

Remit Payments To:

FITCO
2101 Midway Road Suite 240
Carrollton, TX 75006
Phone: 972-503-6060
Fax: 972-233-0623

Sales Quote

Questions? Please call:
David Novit

Quote Number: 9601DN
Quote Date: April 18, 2007
Quote Expires: May 18, 2007

Bill To: City of Plano Parks & Rec
P.O. Box 860358
Plano, TX 75086
USA

Ship To: Muehlenbeck Rec Center
attn: Jana Glass

Quantity	Item	Description	Unit Price	Extension
		PER BUYBOARD AWARD FOR PROPOSAL #261-07		
8.00	PRECOR C954i ES w/PV	Heavy Commercial Treadmill with Integrated Personal Viewing Screen	$ 5,876.50	$ 47,012.00
6.00	PRECOR C546i ES	Elliptical Crosstrainer Experience Series	$ 4,196.50	$ 25,179.00
6.00	PRECOR C576i ES	Total Body Elliptical w/Xramp Experience Series	$ 4,756.50	$ 28,539.00
2.00	PRECOR C776i ES	Commercial Climber Experience Series	$ 2,796.00	$ 5,592.00
25.00	MAT-MONSTER 3 x 7'6	Monster Mat Large w/Logo Boxed	$ 35.00	$ 875.00
20.00	MAT-MONSTER 3 x 5	Monster Mat Large w/Logo Boxed	$ 30.00	$ 600.00
1.00	DELIVERY CHARGE	Delivery / Install	$ 2,950.00	$ 2,950.00

Payment Terms: Net 30 Days

I accept the terms and conditions of this order.

Signed: _____

Name: _____ **Title:** _____

Subtotal	110,747.00
Sales Tax	
Freight	1,650.00
TOTAL	112,397.00

M-22

Tom Muehlenbeck Recreation Center

Memo

To: Sharron Mason, Buyer

From: Jana Glass, Recreation Complex Supervisor JG
Tom Muehlenbeck Recreation Center

CC: Don Wendell, Director of Parks & Recreation DW
Amy Fortenberry, Recreation Manager AF

Date: May 2, 2007

Re: Recommendation for Purchase of Free Weight Room Equipment

---

I have reviewed options to provide free weight room equipment for the Tom Muehlenbeck Center. I am recommending we award this purchase to Fitco in the amount of $32,445.85. Funds are available for this purchase from cost center 32-23405. Fitco is currently a BuyBoard member; # 261-07.

Please reference Fitco quote # 9622DN.

M-23

FITCO
FITNESS CENTER OUTFITTERS

Remit Payments To:

FITCO
2101 Midway Road Suite 240
Carrollton, TX 75006
Phone: 972-503-6060
Fax: 972-233-0623

Questions? Please call:
David Novit

Quote Number: 9622DN
Quote Date: April 16, 2007
Quote Expires: May 16, 2007

Sales Quote

Bill To: City of Plano Parks & Rec
P.O. Box 860358
Plano, TX 75086
USA

Ship To: Tom Muehlenbeck Rec Center
Free Weigh Area

Quantity	Item	Description	Unit Price	Extension
		PER BUYBOARD AWARD FOR PROPOSAL #261-07		
3.00	PRECOR CW812	Dumbbell Rack - 10 Pair	$ 633.25	$ 1,899.75
3.00	PRECOR CW119	Superbench	$ 718.25	$ 2,154.75
1.00	PRECOR CW113	Adjustable Decline Bench	$ 548.25	$ 548.25
1.00	PRECOR CW116	Multi Purpose Bench	$ 335.75	$ 335.75
1.00	PRECOR CW802	Smith Machine	$ 2,673.25	$ 2,673.25
1.00	PRECOR CW2190	ICARIAN/PRECOR Cable Crossover w/ long pull & pulldown end units	$ 7,611.75	$ 7,611.75
1.00	PRECOR CW320	Dip Chin Assist-Selectorized	$ 2,720.00	$ 2,720.00
1.00	PRECOR AB-X 100	Abench Titanium PWX100NN9912EN	$ 935.00	$ 935.00
1.00	PRECOR CW202	Precor Seated Preacher Curl Bench	$ 548.25	$ 548.25
1.00	PRECOR CWAB103	Abench Vertical Reverse Crunch	$ 828.75	$ 828.75
1.00	PRECOR CW312	Back Extension	$ 595.00	$ 595.00
2.00	PRECOR CW408	Olympic Bench	$ 548.25	$ 1,096.50
3.00	PRECOR CW816	Precor Vertical Plate Tree	$ 293.25	$ 879.75
1.00	TKO 827RR 5-100	5lb-100lb Set Rubber Dumbbells	$ 2,770.00	$ 2,770.00
1.00	TKO 827RR 7.5-52.5	TKO 7.5-52.5lb dumbell set	$ 998.75	$ 998.75
10.00	TKO 8020R-45	45lb Rubber Encased Grip Plate	$ 45.00	$ 450.00
6.00	TKO 8020R-35	35lb Rubber Encased Grip Plate	$ 35.00	$ 210.00
10.00	TKO 8020R-25	25lb Rubber Encased Grip Plate	$ 25.00	$ 250.00
10.00	TKO 8020R-10	10lb Rubber Encased Grip Plate	$ 10.00	$ 100.00
10.00	TKO 8020R-5	5lb Rubber Encased Grip Plate	$ 5.00	$ 50.00
10.00	TKO 8020R-2.5	2.5lb Rubber Encased GripPlate	$ 2.50	$ 25.00
1.00	TKO 1044	Tricep Rope	$ 16.95	$ 16.95
2.00	TKO 106H	Ankle Strap Black	$ 12.45	$ 24.90
1.00	TKO 143SCO	2" Olympic Weight Collars (Order by Case of 6)	$ 30.00	$ 30.00
1.00	TKO 825 ACRS	Accessory Rack, Silver Metallic, with Accessories	$ 475.00	$ 475.00
			Subtotal	Continued
			Sales Tax	Continued
			Freight	Continued
			TOTAL	Continued

Payment Terms: Net 30 Days

I accept the terms and conditions of this order.

Signed: _____

Name: _____ **Title:** _____

M-24

FITCO
FITNESS CENTER OUTFITTERS

Remit Payments To:

FITCO
2101 Midway Road Suite 240
Carrollton, TX 75006
Phone: 972-503-6060
Fax: 972-233-0623

Questions? Please call:
David Novit

Quote Number: 9622DN
Quote Date: April 16, 2007
Quote Expires: May 16, 2007

Sales Quote

Bill To: City of Plano Parks & Rec
P.O. Box 860358
Plano, TX 75086
USA

Ship To: Tom Muehlenbeck Rec Center
Free Weigh Area

Quantity	Item	Description	Unit Price	Extension
2.00	PRECOR C240	Stretch Trainer	$ 599.25	$ 1,198.50
1.00	DELIVERY CHARGE	Delivery / Install	$ 1,550.00	$ 1,550.00

Subtotal	30,975.85
Sales Tax	
Freight	1,470.00
TOTAL	32,445.85

Payment Terms: Net 30 Days

I accept the terms and conditions of this order.

Signed: _____

Name: _____ **Title:** _____

M-25

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	05/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Budget		Initials	Date
Department Head	Karen Rhodes	Asst City Manager		
Dept Signature:		City Manager		5/4/07
Agenda Coordinator (include phone #):	Anita Bell x7194			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AND AUTHORIZING THE REFUNDS OF PROPERTY TAX OVERPAYMENTS; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2006-07	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: Funds are disbursed by the Collin County Tax Office.

SUMMARY OF ITEM

This will authorize the City's Tax Assessor/Collector to make the appropriate property tax refunds totalling **$3,250.52.**

List of Supporting Documents:

Refund request listing provided by Collin County Tax Office

Other Departments, Boards, Commissions or Agencies

REV 11/97

N-1

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AND AUTHORIZING THE REFUNDS OF PROPERTY TAX OVERPAYMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 31.11 of the Texas Property Tax Code authorizes refunds of certain payments of taxes upon application to the City; and

WHEREAS, under said Section 31.11 of the Texas Property Tax Code, refunds must be presented to the governing body of the taxing unit for approval; and

WHEREAS, the City Council has been presented a list of tax payments made, a copy of which is attached hereto, made a part hereof and marked Attachment "A", which payments are requested to be refunded because such payments were erroneous or excessive; and

WHEREAS, upon full review and consideration of the above, and all matters attendant and related thereto, the City Council is of the opinion that the tax payments should be refunded.

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

Section I. The City Council of the City of Plano, Texas, finds and determines that the tax payments listed in Attachment "A" were paid erroneously or were in excess of taxes due and shall be refunded in accordance with Section 31.11 of the Texas Property Tax Code.

Section II. The Tax Assessor/Collector for the City of Plano, Texas, or her designee, is hereby authorized to take the necessary action to effectuate the refunds approved under this Resolution.

N-2

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

DULY PASSED AND APPROVED this _____day

of_____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

N-3

KENNETH L. MAUN
TAX ASSESSOR COLLECTOR
COLLIN COUNTY
1800 N. GRAVES ST., STE 170
P.O. Box 8006
McKinney, TX 75070-8006
(972) 547-5020
METRO (972) 424-1460 ext. 5020
FAX (972) 547-5053
Email: taxassessor@co.collin.tx.us

April 24, 2007

Plano City
Karen Rhodes
P.O. Box 860358
Plano, TX 75086-0358

Dear Ms. Rhodes:

Please place a request for approval of the following "Overpayment Refund Listing" on the agenda for the next Plano City Meeting. The amount of refunds requested for overpayment listing's is: $3,250.52

Each listing and the amounts are as follows:

OPAP#1		**OPAP#8**
OPAP#2	**$481.63**	**OPAP#9**
OPAP#3	**$89.32**	**OPAP#10**
OPAP#4	**$759.74**	**OPAP#11**
OPAP#5	**$1,919.83**	**OPAP#12**
OPAP#6		**OPAP#13**
OPAP#7		**OPAP#14**

The listings represent refunds caused by adjustments made by Collin County Central Appraisal District. All requests for refunds of ad valorem taxes are substantiated by documentation that is available upon request.

Please notify our office upon Council approval so that we may issue and mail the checks.

If you have any questions, please let me know.

Sincerely,

Kenneth L. Maun
Tax Assessor Collector

KLM:br
Enclosure

N-4

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget CS.	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/2007	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:	John McGrane	City Manager		4/26/07
Agenda Coordinator (include phone #):	**Brianna Alvarado X7479**			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND GE HEALTHCARE IITS USA CORP., A NEW YORK CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	6,000,000	0	**6,000,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-180,000	0	**-180,000**
BALANCE	0	5,820,000	0	**5,820,000**

FUND(S):

COMMENTS: The Business Personal Property is estimated to have an approximate taxable value of not less than $1,800,000 The real property is estimated to have an approximate taxable value of not less $2,000,000

SUMMARY OF ITEM

A request GE Healthcare IITS USA Corp., a New York Corporation, for an economic development incentive for the creation of 220 full time jobs.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Economic Development Incentive Agreement	Joint Committee on Tax Abatement

REV 08/98

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND GE HEALTHCARE IITS USA CORP., A NEW YORK CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and GE Healthcare IITS USA, Corp., a New York corporation to promote state and local economic development and to stimulate business and commercial activity in the City and County, a substantial copy of which is attached hereto 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, in his absence, an Executive Director, 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 in his absence, an Executive Director 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 License Agreement.

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

DULY PASSED AND APPROVED this the 14th day of May 2007.

_____
Pat Evans, 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 (hereinafter referred to as the "City"), and GE Healthcare IITS USA Corp., a New York Corporation (hereinafter referred to as the "Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of providing comprehensive and financial information technology solutions; and

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

WHEREAS, Company agrees to invest One Million Eight Hundred Thousand Dollars ($1,800,000.00) in real property improvements by occupying 54,000 square feet of office space located at 6860 North Dallas Parkway, Suite 700, Plano, Texas 75024 (the "Property"); add Two Million Dollars ($2,000,000.00) in new personal property improvements, and create or transfer 220 full time jobs from outside the City to the Property; and

WHEREAS, the investment in new real and personal property and the transfer of 220 full time jobs to the City of Plano 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 I
Definitions

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

"Commencement Date" shall mean the earlier of the occupancy of the Property or October 1, 2007, 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 Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue until July 1, 2014, unless sooner terminated as provided herein.

Article III
Obligations of Company

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

(a) Complete improvements to and occupancy of the "Property" on or before December 31, 2007 at a cost of not less than One Million Eight Hundred Thousand Dollars ($1,800,000.00);

(b) Invest Two Million Dollars ($2,000,000.00) in new personal property improvements on the Property on or before December 31, 2007; and

(c) Create or transfer 220 job equivalents from locations outside the City of Plano to the Property on or before December 31, 2007.

Article IV
Economic Development Grant

4.01 **Grant**. The City agrees to provide the Company a one-time cash grant of One Hundred Eighty Thousand Dollars ($180,000.00) for the creation of 220 full time jobs equivalents by December 31, 2007 and maintain said jobs for the period as provided in paragraph 4.03 below.

4.02 **Grant Payments**. Except as otherwise indicated, payment under this Agreement shall be paid within thirty (30) days after the Company completes the real and personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has met its obligations as set forth in Article III above.

4.03 **Refunds.** In the event the Company allows new job equivalents at the Property to fall below 220 for 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, Company shall refund to City an amount equal to Eight Hundred and Eighteen Dollars ($818.00) for each job equivalent that falls below 220. For the 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, 2008 and each anniversary date thereafter during the term of this Agreement the actual number of full time job equivalents at the Property for the preceding calendar year. Thereafter for the remainder of the Term, Company must certify the actual number of full time job equivalent at the Property for the preceding calendar year on or before January 31st of each year using the certification form attached hereto as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment.

Article V
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;

(c) By either party, 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 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 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 under above shall survive the termination of this Agreement.

Article VI
Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

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

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

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

If intended for the City:

City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

With a copy to:

City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
Plano, Texas 75086-0358

If intended for the Company:

GE Healthcare IITS USA Corp.
Attention: Mr. Steven Precourt
Director of Tax Services
40 IDX Drive
South Burlington, Vermont 05403

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

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

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 **Dispute Resolution**. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with

the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this _____ day of _____, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

_____

Diane Zucco, CITY SECRETARY

BY: _____

Thomas H. Muehlenbeck
CITY MANANGER

APPROVED AS TO FORM:

_____

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

GE HEALTHCARE IITS USA CORP., a New York Corporation

_____

BY: _____

Scott Mendel
Chief Financial Officer

EXHIBIT "A"
INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that GE HEALTHCARE IITS USA CORP. has hired/transferred/retained _____ full time job equivalents and is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. _____(R) as of _____, 200__, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

GE HEALTHCARE IITS USA CORP., a New York Corporation

_____

BY: _____
Scott Mendel
Chief Financial Officer

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

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

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EXHIBIT "B"
ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that GE HEALTHCARE IITS USA CORP. is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of _____ 200__. The term of this Agreement is October 1, 2007 through July 1, 2014. The number of new, transferred or retained job equivalents maintained pursuant to the Agreement for the previous twelve month period ending _____, 200__ is _____. If the number herein reported is below the number required to be maintained pursuant 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 January 31st of each year this Agreement is in force.

ATTEST:

GE HEALTHCARE IITS USA CORP., a New York Corporation

_____

BY: _____
Scott Mendel
Chief Financial Officer

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget C.S.	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/2007	Reviewed by Legal JM	☒ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:	John F. McGrane	City Manager	BB	05.08.07
Agenda Coordinator (include phone #):	Brianna Alvarado X7479			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND LAYERED TECHNOLOGIES, INC., A TEXAS CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	6,000,000	0	**6,000,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-180,000	0	**-180,000**
BALANCE	0	5,820,000	0	**5,820,000**

FUND(S):

COMMENTS: The Business Personal Property has an estimated taxable value of $20,000. The Real Property has an estimated taxable value of $1,451,480

SUMMARY OF ITEM

A request Layered Technologies, Inc., a Texas Corporation, for an economic development incentive for the creation of 220 full time jobs.

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

REV 08/98

P-1

CITY OF PLANO
COUNCIL AGENDA ITEM

Economic Development Incentive Agreement	Joint Committee on Tax Abatement

REV 08/98

P-2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND LAYERED TECHNOLOGIES, INC., A TEXAS CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and Layered Technologies Inc., a Texas corporation to promote state and local economic development and to stimulate business and commercial activity in the City and County, a substantial copy of which is attached hereto 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, in his absence, an Executive Director, 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 in his absence, an Executive Director 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 License Agreement.

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

DULY PASSED AND APPROVED this the 14th day of May 2007.

_____
Pat Evans, 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 Layered Technologies, Inc., a Texas Corporation, (hereinafter referred to as the ("Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of web based applications, services and hosting; and

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

WHEREAS, Company agrees to invest Two Hundred Forty Thousand Dollars ($240,000.00) in real property improvements by occupying 12,262 square feet of office space located at 5085 Park Drive, Plano, Texas 75093 (the "Property"); add Twenty Thousand Dollars ($20,000.00) in new personal property improvements; create or transfer 65 full time jobs from outside the City to the Property, and host a digital media event in Plano; and

WHEREAS, the investment in new real and personal property and the transfer of 65 full time jobs to the City of Plano 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 I

Definitions

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

"Commencement Date" shall mean the earlier of the lease commencement date on the Property or August 1, 2007.

"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 Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue until August 1, 2012, unless sooner terminated as provided herein.

Article III
Obligations of Company

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

(a) Complete construction and occupancy of the "Property" on or before October 31, 2007 at a cost of not less than Two Hundred Forty Thousand Dollars ($240,000.00);

(b) Invest Twenty Thousand Dollars ($20,000.00) in new personal property improvements on the Property on or before October 31, 2007;

(c) Create or transfer 65 job equivalents from locations outside the City of Plano to the Property on or before six months from Commencement Date; and

(d) Host at least one digital media event in Plano, Texas during the term of this Agreement.

Article IV

Economic Development Grant

4.01 Grant. The City agrees to provide the Company a one-time cash grant of One Hundred Ten Thousand Dollars ($110,000.00) to defray moving and relocation expenses from Company's current offices to the Property.

4.02 **Grant Payments**. Except as otherwise indicated, payment under this Agreement shall be paid within thirty (30) days after the Company completes the real and personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has met it initial obligations.

4.03 **Refunds.** In the event the Company allows new job equivalents at the Property to fall below 65 for 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, Company shall refund to City an amount equal to One Thousand Six Hundred Ninety Two Dollars ($1,692.00) for each job equivalent that falls below 65. For the 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, 2008 and by January 31 of each year thereafter during the term of this agreement the actual number of full time job equivalents at the Property for the preceding calendar year using the Annual Certification attached as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment.

Article V
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;

(c) By either party, 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 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 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 rights or obligations that accrue prior to such termination or as otherwise provided herein.

Article VI
Miscellaneous

6.01 **Binding Agreement**. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

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

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

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

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
Plano, Texas 75086-0358

If intended for the Company:
Layered Technologies, Inc.
Attention: Mr. Todd Abrams
President
5085 Park Drive, Suite 700
Plano, Texas 75093

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

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

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 **Dispute Resolution**. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which

shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this _____ day of _____, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

_____

Diane Zucco, CITY SECRETARY

BY: _____

Thomas H. Muehlenbeck
CITY MANANGER

APPROVED AS TO FORM:

_____

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

LAYERED TECHNOLOGIES, INC., a Texas Corporation

_____

BY: _____

Todd Abrams
President

EXHIBIT "A"
INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that **LAYERED TECHNOLOGIES, INC.** has hired/transferred/retained _____ full time job equivalents and is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. _____(R) as of _____, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

LAYERED TECHNOLOGIES, INC., a Texas Corporation

_____

BY: _____
Name: _____
Title: _____

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/2007	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:		City Manager		05.08.07
Agenda Coordinator (include phone #):	Brianna Alvarado X7479			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND SOTHERBY HOMES, AND/OR ONE OF ITS AFFILIATES, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	6,000,000	0	**6,000,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0		0	
BALANCE	0		0	

FUND(S):

COMMENTS: The company will consolidate all of its purchasing for the State of texas within the city limits of Plano.

SUMMARY OF ITEM

This Resolution approves the terms and conditions of a proposed Economic Development Program Agreement for Sotherby Homes, which will promote state and local economic development and stimulate and promote business and commercial activity in the City.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Economic Development Incentive Agreement	Joint Committee on Tax Abatement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND SOTHERBY HOMES, AND/OR ONE OF ITS AFFILIATES, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and Sotherby Homes, and/or one of its affiliates to promote state and local economic development and to stimulate business and commercial activity in the City and County, a substantial copy of which is attached hereto 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, in his absence, an Executive Director, 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 in his absence, an Executive Director is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf

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of the City of Plano, substantially according to the terms and conditions set forth in the License Agreement.

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

DULY PASSED AND APPROVED this the 14th day of May, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

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STATE OF TEXAS §
§ **ECONOMIC DEVELOPMENT INCENTIVE**
§ **AGREEMENT**
COUNTY OF COLLIN §

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Sotherby Homes and/or one of its affiliates (the "Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of purchasing and reselling building and construction materials; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate its purchasing and reselling activities to the City that will generate local sales tax revenues for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the City desires to attract new retail business to the City that will generate additional sales tax revenue for the City; and

WHEREAS, the attraction of new retail business to the City will promote economic development, stimulate commercial activity, generate additional sales tax and will 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 Article III, Section 52-a of the Texas Constitution and 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:

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Article I
Definitions

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

"Casualty" shall mean the Retail Center is wholly or partially destroyed by fire, earthquake, flood or similar casualty that renders the Retail Center unfit for the intended purpose.

"City Sales Tax" shall mean the local sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code (or any successor statute) during each year in the Term.

"Commencement Date" shall mean June 1, 2007.

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

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"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.

"Grant(s)" shall mean periodic payments to the Company from lawfully available funds on a monthly basis as set forth in Section 3.01.

"Grant Period" shall mean a full calendar month beginning June 1, 2007.

"Retail Center" shall mean the Company's local office in the City at which the Company operates a business of purchasing and reselling building and construction materials, which includes sales of Taxable Items consummated in the City.

"Sales Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the City setting forth the Company's collection of sales and use

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tax received by the City from the State, for the sale of Taxable Items by the Company at the Retail Center consummated in the City for the applicable Grant Period which are to be used to determine the Company's eligibility for a Grant.

"Sales Tax Receipts" shall mean the City's receipts from the State net of State administrative fees and vendor collection fees from the collection and remittance of the City Sales Tax attributable to the Company's collection of sales and use tax during the Term as a result of sales of Taxable Items by Company at the Retail Center. The parties expressly acknowledge and agree that the sales and use tax receipts are being used only as a measurement for the City's payment of Grants through the use of general funds.

"State" shall mean the State of Texas and all taxing authorities thereof, including, without limitation, the Comptroller of Public accounts for the State of Texas or its successor.

"Taxable Items" shall have the same meaning assigned by Chapter 151, TEX. TAX CODE, as amended.

Capitalized terms not otherwise defined above shall have the meaning given such capitalized terms in this Agreement.

Article II
Term

The initial term of this Agreement shall begin on the Commencement Date and continue until the tenth (10th) anniversary date thereof (the "Initial Term'), unless sooner terminated as provided herein. Thereafter, the term of this Agreement shall automatically renew for two (2) successive terms of ten (10) years each (the "Renewal Term(s)"), unless the Company gives written notice to terminate no less than one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as the case may be. Any reference to the "Term" of this Agreement shall include the Initial Term and any Renewal Term, but shall mean the actual term during which this Agreement is in effect. Any reference to the "Term" of this Agreement shall not include any time period subsequent to the termination of this Agreement as provided herein.

Article III
Economic Development Grant

3.01 **Grant**. Subject to the Company's continued satisfaction of its obligations under the terms and conditions of this Agreement, which may be suspended as a result of and Event of Force Majeure or a Casualty, the City agrees to provide the Company with economic development grants from lawfully available funds payable as provided herein in an amount equal to the following:

a. 65% of Sales Tax Receipts for annual taxable sales up to and including $100,000,000;

b. 70% of Sales Tax Receipts for annual taxable sales between and including $100,000,000.01 and $150,000,000.00;

c. 75% of Sales Tax Receipts for annual taxable sales between and including $150,000,000.01 and $225,000,000.00; and

d. 80% of Sales Tax Receipts for annual taxable sales in excess of $225,000,000.00.

3.02 **Grant Payment**. The Grants shall be paid within fifteen (15) days after the later to occur of: (i) receipt by the City of the Sales Tax Certificate submitted by Company for the Grant Period, and (ii) receipt by the City of the Sales Tax Receipts for the Grant Period covered by the Sales Tax Certificate.

3.03 **Grant Funds**. The City shall not be required to pay any Grant until such time as the City has received Sales Tax Receipts from the State relating to the month for which such Grant payment is due. The City will file all documentation required to be filed by it and make such requests to the State as necessary to obtain all Sales Tax Receipts in a timely manner and will not take any action that causes the State to delay remittance of Sales Tax Receipts for any month during the Term.

3.04 **Amended Returns**. In the event the Company files an amended sales and use tax return or report, or if additional sales and use tax is due and owing by the Company to the State, and, as a result, Sales Tax Receipts for a previous calendar month are increased, then the Grant payment due from the City shall be increased accordingly for the calendar month immediately following the City's receipt of Sales Tax Receipts from the State attributable to such increase. This Section 3.04 shall survive the termination of this Agreement.

3.05 **Refunds.** In the event the State determines that the City erroneously received Sales Tax Receipts, or that the amount of sales and use tax paid to the City exceeds the correct amount of sales and use tax owed to the City, and, as a result, a previous Grant paid to the Company exceeded the amount actually due to the Company (calculated based on the State's determination) (any such excess amount being referred to herein as an "Excess Grant"), then the Company shall, within thirty (30) days after receipt of a refund, repay the amount of the Excess Grant to the City. As a condition precedent to the Company's obligation to refund the amount of

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an Excess Grant to the City, the Company shall have received a copy of the State's written determination, if any, or such other evidence to substantiate the amount of the Excess Grant as is acceptable to the Company in its reasonable discretion.

3.06 **Confidentiality**. The City agrees to keep all information and documentation received from the State pursuant to this Agreement (collectively, "Confidential Tax Information") confidential. The City will only provide access to the Confidential Tax Information to its employees, independent contractors or agents on a "need-to-know" basis unless disclosure is otherwise required by law. The City will use the Confidential Tax Information solely for the purpose of determining the amount of each month's Grant and the amount of other Grants related to the Retail Center that are dependent on the Confidential Tax Information and for no other purpose, and the City will not (and will cause any person to whom access to the Confidential Tax Information is granted not to), without the Company's prior written authorization, directly or indirectly, intentionally or inadvertently: (a) disclose to any other person the Confidential Tax Information (other than as expressly permitted above), (b) discuss the Company or its affairs with any person other than the Company's representatives, (c) copy, photograph, photocopy, reduce to writing or otherwise reproduce or duplicate the Confidential Tax Information in any form or medium, electronic or otherwise except in connection with the purposes provided herein, or (d) take any other actions which would be detrimental to the Company. The Company's limited waiver of confidentiality set forth above is solely for the limited purpose of allowing an appropriate set of City officials to verify the amount of the City's obligations under this Agreement. In the event the City is requested or becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Tax Information, the City shall provide the Company with prompt written notice of such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. The City's obligations under this Section 3.06 shall survive the termination of this Agreement.

Article IV
Procedures Relating to Grants

During the term of this Agreement, the Company shall, within thirty (30) days after the end of each calendar month, provide the City with a Sales Tax Certificate. The City shall have no duty to calculate the Sales Tax Receipts or determine Company's entitlement to any Grant, or pay any Grant during the term of this Agreement until such time as Company has provided the City a Sales Tax Certificate for the applicable Grant Period. The City may, but is not required to, provide the Company with a form for the Sales Tax Certificate required herein. At the request of the City, the Company shall provide such additional documentation as may be reasonably requested by City to evidence, support and establish the sales and use tax paid and collected (including sales and use tax paid directly to the State pursuant to a direct payment permit) by the Company for the sale of Taxable Items consummated at the Retail Center and received by the City from the State of Texas; provided, that nothing in this Article IV shall obligate the Company to prepare or provide to the City any documentation not required to be and actually filed with the State other than the Sales Tax Certificate. The Sales Tax Certificate shall, at a minimum contain, include or be accompanied by the following:

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a. A schedule detailing the amount of sales and use tax collected by the Company, and paid to the State as a result of the sale of Taxable Items by the Company consummated in the City at the Retail Center for the applicable Grant Period; and

b. A copy of all sales and use tax returns and reports, direct payment and self-assessment returns, sales and use tax prepayment returns, direct payment permits and reports, sales and use tax audit assessments, including amended sales and use tax returns or reports, filed by the Company for the previous calendar quarter, showing sales and use tax collected (including sales and use tax paid directly to the State pursuant to a direct payment certificate) by the Company for the sale of Taxable Items consummated in the City at the Retail Center for the applicable Grant Period.

Article V
Representations, Warranties and Covenants

5.01 **Location of the Retail Center**. During the Term, the Company covenants and agrees that neither it, nor its affiliates or subsidiaries, will duplicate the purchasing and reselling activities conducted at the Retail Center at any location in the State outside of the City. The Company agrees that for the purpose of collecting sales tax, the Retail Center shall be exclusively located in the City for all purchasing and reselling of the Company's activities in the State of Texas for the Term of this Agreement. Nothing in this Section 5.01 shall prohibit or restrict the Company's (or its affiliates' or subsidiaries') ability to set up purchasing and reselling activities of any nature (including similar or duplicate activities to those conducted at the Retail Center) at any location outside the State of Texas.

5.02 **No Violation**. The City hereby represents and warrants to the Company that neither its execution and performance of this Agreement, nor its consummation of the transactions contemplated hereby (including, without limitation, the payment of Grants under the terms and conditions hereof), will (a) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement, indenture or other instrument under which the City is bound, or (b) violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over the City or its properties, assets or conduct. Furthermore, the City hereby agrees that any claim made by a third party against the City with respect to City Sales Tax received by, or payable to, the City from the State (including, without limitation, Grants payable to the Company hereunder) (other than claims from the State which shall be handled under Section 3.05) shall be paid or resolved by the City from funds other than those committed to be paid to the Company as Grants hereunder.

Article VI
Termination

6.01 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;

(c) By either party, 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;

(d) By either party, upon one year's prior written notice to the other party;

(e) By either party 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 (e); and

(f) By the Company, upon prior written notice to the City of less than one (1) year, on the date set forth in such written notice for termination; provided, that in such circumstance, the Company shall pay to the City the Termination Fee as calculated under Section 6.03. If written notice for termination is provided at least one (1) year prior to termination, the termination shall be governed by subsection (d) above and there shall be no Termination Fee.

(g) By the Company, immediately in the event that the City raises its tax rate above 1%.

6.02 **Effect of Termination**. Upon a termination of this Agreement, the City shall remit all Grants relating to Sales Tax Receipts for the sale of Taxable Items by the Company at the Retail Center sold prior to the effective date of such termination (except that, if a termination is effected pursuant to Section 6.01(e), the City shall not be required to remit such Grants if the City is prohibited from doing so under federal or state legislation or the decision of a court of competent jurisdiction). 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.

6.03 **Termination Fee**. In the event the Company terminates this Agreement pursuant to Section 6.01(f), the Company shall, on the effective date of such termination, pay the City a termination fee (the "Termination Fee") calculated as follows:

(a) If the Company terminates within the first 12 months of the Effective Date, the Termination Fee shall be 100% of the Grants that have accrued.

(b) If the Company terminates 13 – 24 months after the Effective Date, the Termination Fee shall be 75% of the Grants that have accrued for the 12 months prior to the termination.

(c) If the Company terminates 25 – 36 months after the Effective Date, the Termination Fee shall be 50% of the Grants that have accrued for the 12 months prior to termination.

(d) If the Company terminates 37 – 48 months after the Effective Date, the Termination Fee shall be 25% of the Grants that have accrued for the 12 months prior to termination.

(e) If the Company terminates more than 48 months after the Effective Date, the Termination Fee shall be zero.

Article VI
Miscellaneous

7.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

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

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

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

If intended for the City:

City of Plano
Attn: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

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With a copy to:

_____
_____
_____
_____

If intended for the Company:

_____
Chief Financial Officer
Sotherby Homes
2400 Dallas Parkway, #580
Plano, Texas 75093

with a copy (which shall not constitute notice) to:

_____
Sotherby Homes
2400 Dallas Parkway, #580
Plano, Texas 75093

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

7.07 **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Subject to Section 7.13, venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

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

7.09 **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.

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

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

7.12 **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.

7.13 **Dispute Resolution**. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

EXECUTED on this _____ day of _____, 2007.

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck, City Manager

Attest:

By: _____
Elaine Bealke, City Secretary

Approved as to Form:

By: _____
Diane Wetherbee, City Attorney

EXECUTED on this _____ day of _____, 2007.

SOTHERBY HOMES

By:_____
_____
Chief Financial Officer

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2007, by Thomas H. Muehlenbeck, being City Manager of the City of Plano, Texas, a Texas municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

My Commission expires: _____

COMPANY'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2007 by _____, being Chief Financial Officer of Sotherby Homes, on behalf of said company.

_____
Notary Public, State of _____

My Commission expires: _____

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget CR	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Human Resources		Initials	Date
Department Head	LaShon Ross	Executive Director		5-8-07
Dept Signature:	LaShon Ross	City Manager		5/8/07
Agenda Coordinator (include phone #):	**Tracey Cummings X5300**			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN CITY OF PLANO AND UNIVERSITY OF TEXAS AT DALLAS FOR EDUCATIONAL SERVICES AT A FEE NOT TO EXCEED EIGHT THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS ($8,995); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 06-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	145,076	0	**145,076**
Encumbered/Expended Amount	0	-57,031	0	**-57,031**
This Item	0	-8,995	0	**-8,995**
BALANCE	0	79,050	0	**79,050**

FUND(S): **GENERAL FUND**

COMMENTS: Funding for this itme is available in the FY 2006-2007 Professional Development Center Budget. This item approves a three month contract not to exceed $8,995.

STRATEGIC PLAN GOAL: This item relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Interlocal Agreement between the City of Plano and University of Texas at Dallas to offer a Graduate Certificate Program in Local Government Management for a term of one semester lasting three (3) months.

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

R-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN CITY OF PLANO AND UNIVERSITY OF TEXAS AT DALLAS FOR EDUCATIONAL SERVICES AT A FEE NOT TO EXCEED EIGHT THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS ($8,995); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and University of Texas at Dallas, a substantial copy of which is attached hereto as Attachment "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 in his absence an Executive Director, shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano 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 in his absence, an Executive Director, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE UNIVERSITY OF TEXAS AT DALLAS FOR GRADUATE PROGRAM IN LOCAL GOVERNMENT MANAGEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and **THE UNIVERSITY OF TEXAS AT DALLAS,** hereinafter referred to as "University", as follows:

W I T N E S S E T H:

WHEREAS, Plano is a political subdivision and University a "special district" within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Plano and University to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Plano wishes to offer its employees a Graduate Certificate in Local Government Management (the "Program"); and

WHEREAS, University is an institution of higher education that offers graduate level education courses and desires to offer the Program to Plano employees; and

WHEREAS, Plano has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the Program will provide Plano employees with additional knowledge and skills to more effectively serve the citizens.

NOW, THEREFORE, Plano and University, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I.
TERM

This Agreement shall begin on June 1, 2007 and end August 31, 2007. This Agreement may be terminated by either party after providing thirty (30) days written notice to the other party.

R-4

II.
THE PROGRAM

The parties agree that University shall offer graduate level education courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. City shall designate a program liaison who will manage program details and work with the University's program manager in content and logistics planning. The City shall provide University with required student-employee information for the purpose of registration and documentation. City shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment.

2. University shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, administration and tabulation of course evaluations, and a program manager to work with City.

IV.
CONSIDERATION / FEES

A. In consideration for providing the Program as specified in **Exhibit "A"** attached hereto, Plano shall pay University the sum of **ONE THOUSAND TWO HUNDRED AND EIGHTY FOUR DOLLARS AND SEVENTY ONE CENTS ($1,284.71) PER RESIDENT STUDENT AND TWO THOUSAND ONE HUNDRED AND NINE DOLLARS AND SEVENTY ONE CENTS ($2,109.71) PER NON-RESIDENT STUDENT FOR EACH THREE (3) HOUR COURSE**. Total compensation under this agreement shall not exceed the sum of **EIGHT THOUSAND NINE HUNDRED AND NINETY FIVE DOLLARS ($8,995.00**) for the term of the Agreement, unless amended in writing by both parties.

B. By the first day of class, University must receive a purchase order from Plano referencing the particular program. The purchase order must list the names of the students enrolled in the program for the semester, the number of classes and the number of credit hours for each student and the agreed upon tuition amounts. In addition, the purchase order must list City's contact person's name, phone number, fax number and the billing address. A copy of the purchase order must be forwarded to the University Bursar's Office.

After the receipt of the purchase order, the University Bursar's Office will transfer the tuition obligation from the individual students' records to Plano. Upon the completion of the semester, University will send an invoice to Plano for the total costs as reflected on the purchase order. Payments hereunder shall be made to University

within thirty (30) days of receiving University's invoice. Payments due to the University will not be contingent upon grades or attendance. In the event that the student is terminated from Plano's employment after the purchase order has been honored, Plano is still obligated to the University. Any subsequent changes to the contract or the purchase order must be approved by the University's Program representative and must be documented via an amendment to the agreement and/or purchase order.

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

V.
TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by University pursuant to this Agreement through the effective date of termination.

VI.
RELEASE AND HOLD HARMLESS

University, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. .

In the event of joint and concurrent negligence, University and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

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VII.
NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

The University of Texas at Dallas Representative:

Dr. Douglas J. Watson
Program Head, Public Affairs
School of Economic, Political and Policy Sciences
17919 Waterview Parkway, WT 17
Dallas, Texas 75252
(972) 883-4907

City of Plano Representative:

Mr. Greg Carpenter
Training & Development Specialist
City of Plano
1520 Avenue K
Plano, Texas 75074
(972) 461-7403

VIII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council on _____. University has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

IX.
SEVERABILITY

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

X.
VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

XI.
INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

XII.
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIII.
SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

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

THE UNIVERSITY OF TEXAS AT DALLAS

Date: 5/1/07

By: _____
B. Hobson Wildenthal,
Provost

Date: 5-3-07

By: _____
Jody Nelsen
Interim Vice President for
Business Affairs

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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 Collin §

This instrument was acknowledged before me on the 1st day of May, 2007, by **B. Hobson Wildenthal**, Provost of **THE UNIVERSITY OF TEXAS AT DALLAS**.

JULIANNE H. ALLEN
Notary Public, State of Texas
My Commission Expires
December 12, 2007

Julianne H. Allen
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 3rd day of May, 2007, by **Jody Nelsen**, Interim Vice President for Business Affairs of **THE UNIVERSITY OF TEXAS AT DALLAS**.

LYNN K. BUTLER
Notary Public, State of Texas
My Commission Expires
January 30, 2008

Lynn K. Butler
Notary Public, State of Texas

STATE OF TEXAS §

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§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, 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

R-10

EXHIBIT "A"

Program: **Graduate Certificate in Local Government Management**.

Courses offered under this Program will include, but are not limited to, the following:

- Local Government Management
- Human Resources Management
- Financial Management and Budgeting
- Navigating the Political Environment
- Quality and Productivity Improvement
- Community Development
- Economic Development
- Media Relations

Credit Hours: 3 credit hours per course

Participants: Maximum of 7 students

Tuition: $1,284.71 per course, per resident participant; $2,109.71 per course, per non-resident participant, The total compensation paid to University shall be **$8,995.00** for the semester.

Materials/Supplies Costs: All required materials will be paid for by the individual participant.

Scheduled Course Dates: To be determined by **Plano** and **University**.

Instructor: To be determined by **Plano** and **University**.

R-11

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Human Resources		Initials	Date
Department Head	LaShon Ross	Executive Director		5-8-07
Dept Signature:	LaShon Ross	City Manager		5/8/07
Agenda Coordinator (include phone #):	**Tracey Cummings X5300**			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, PROVIDING TERMS AND CONDITIONS FOR EDUCATIONAL SERVICES, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 06/07, 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,450,760	0	**1,450,760**
Encumbered/Expended Amount	0	-57,031	0	**-57,031**
This Item	0	-30,000	0	**-30,000**
BALANCE	0	58,045	0	**58,045**

FUND(S): GENERAL FUND

COMMENTS: Funding for this item is available in the FY 2006=07 Professional Development Center Budget. Educational services for one year are not to exceed $30,000.

STRATEGIC PLAN GOAL: This item relates to the City's Goal of "Service Excellence."

SUMMARY OF ITEM

Interlocal Agreement between the City of Plano and Collin County Community College District for Educational Services for one year.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, PROVIDING TERMS AND CONDITIONS FOR EDUCATIONAL SERVICES, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform governmental functions and services under the terms of thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between City of Plano and Collin County Community College District for educational services, 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 in his absence an Executive Director, shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano 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 in his absence, an Executive Director, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND COLLIN COUNTY COMMUNITY COLLEGE DISTRICT FOR EDUCATIONAL SERVICES THROUGH ITS BUSINESS SOLUTIONS GROUP

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT,** through its Business Solutions Group, hereinafter referred to as "College", as follows:

W I T N E S S E T H:

WHEREAS, Plano is a political subdivision and College a "special district" within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Plano and College to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Plano desires to offer its employees courses in Language and Business Productivity, in the such areas of Leadership, Customer Service, Diversity, and Communications; and

WHEREAS, College is an institution of higher education that offers Business Productivity education courses and desires to offer the courses to Plano employees; and

WHEREAS, Plano has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the courses will provide Plano employees with additional knowledge and skills to more effectively serve the citizens.

NOW, THEREFORE, Plano and College, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I.
TERM

This Agreement shall begin on May 1, 2007 and end on April 30, 2008. This Agreement may be terminated by either party after providing thirty (30) days written notice to the other party.

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II.
THE PROGRAM

The parties agree that College shall offer Language and Business Productivity education courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. City shall designate a program liaison who will manage program details and work with the College's program manager in content and logistics planning. The City shall provide College with required student-employee information for the purpose of registration and documentation. City shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment.

2. College shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with City.

IV.
CONSIDERATION / FEES

A. In consideration for providing the Program as specified in **Exhibit "A"** attached hereto, Plano shall pay College **$200.00 per instruction hour** for Business Productivity courses for up to 24 participants, excluding materials, and shall pay **$125.00 per instruction hour** for Language courses for up to 24 participants, excluding materials, unless amended in writing by both parties. Course materials may include workbooks from industry vendors or custom-designed materials from a professional trainer approved by the College. Material costs will vary, but will not exceed $40 per student for any course. If City cancels a class less than seven (7) days before the training start date, College will assess a charge equal to fifty percent (50%) of the class fee.

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

V.
TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by College pursuant to this Agreement through the effective date of termination.

VI.
RELEASE AND HOLD HARMLESS

College, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, College and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VII.
NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

The Collin County Community College Representative:

Anita Wormald
Director of Workforce Development
Business Solutions Group
4800 Preston Park Blvd., Box 9
Plano, Texas 75093
(972) 599-3130

City of Plano Representative:

Mr. Greg Carpenter
Organizational Development Manager
City of Plano
1520 Avenue K
Plano, Texas 75074
(972) 941-5300

VIII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly

authorized action of the Plano City Council. College has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

IX.
SEVERABILITY

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

X.
VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

XI.
INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

XII.
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIII.
SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

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

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

Date: 4/24/07

By: _____
Cary Israel
PRESIDENT

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 Collin §

This instrument was acknowledged before me on the 24th day of April, 2007, by **Cary Israel**, President, on behalf of **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**.

SHIRLEY K. HARMON
Notary Public, State of Texas
My Commission Expires
November 4, 2008

Shirley K. Harmon
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **Thomas H. Muehlenbeck,** City Manager, of **CITY OF PLANO, TEXAS,** a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

_____
Notary Public, State of Texas

EXHIBIT "A"

Program: **Business Productivity and Language courses**.

Courses offered under this Program may include, but are not limited to, the following:

- Leadership
- Customer Service
- Diversity
- Ethics
- Communications
- Business writing
- DiSC
- Project Management
- CPR/First Aid

Continuing Education Units: City employees will be given the opportunity to receive continuing education units as appropriate for each course length.

Participants: Maximum of 24 students per course unless a larger maximum is agreed upon by representatives of each party.

Enrollment: City employees may be enrolled as continuing education students at the College to receive ECUs for their training per module. Those registering will be required to give their name, social security number and birth date. These records are protected by the FERP Act (Family Education Rights and Privacy Act).

Tuition: Business Productivity courses shall be paid at a rate of $200.00 per instruction hour.
Language courses shall be paid at a rate of $125.00 per instruction hour.

Materials/Supplies Costs: Course materials may include workbooks from industry vendors or custom-designed materials from a professional trainer approved by the College. Material costs will vary, but will not exceed $40 per student for any course.

Cancellation of Class: If City cancels a class less than seven (7) days before the training start date, College will assess a charge equal to fifty percent (50%) of the class fee.

Compliance with Higher Education Coordinating Board Rules:

Under the terms and conditions of this Agreement.

a. Courses remain under the sole and direct control of the College;
b. Instructors at the City must meet qualifications stipulated by the College;
c. College retains supervision of the instructors;
d. College will approve program curriculum provided by City;
e. If the Texas Higher Education Board adopts new rules during the term of this Agreement, these new rules will prevail.

Scheduled Course Dates: To be determined by Plano and College.

Instructor: College will employ qualified instructors to provide educational services in accordance with state regulations and policies of the College.

S-11

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal WB	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		
Dept Signature:		City Manager		5/9/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

To approve the terms and conditions of an "Application and Letter of Agreement for Construction Services" between the City of Plano and Southwestern Bell Telephone (SWBT) for relocating and protecting SWBT fiber trunk cables along Plano Parkway due to sewer line repairs.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	4,372,000	0	**4,372,000**
Encumbered/Expended Amount	0	-3,964,952	0	**-3,964,952**
This Item	0	-50,000	0	**-50,000**
BALANCE	0	357,048	0	**357,048**

FUND(S): SEWER CIP

COMMENTS: Funds were approved by supplemental appropriation for the Dallas North Trunk Sewer Main, Phase I project. This item, in the amount of $50,000, will leave a current year balance of $357,048 for the Dallas North Trunk Sewer Main, Phase I project.

STRATEGIC PLAN GOAL: Construction services related sanitary sewer rehabilitation relate to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

This Agreement provides that Plano and SWBT will share the cost to relocate and protect existing SWBT fiber trunk cables in close proximity to our sewer line along Plano Parkway. The sewer line is being enlarged, and this work needs to be performed to protect the SWBT fiber cable. The maximum total cost is $100,000, of which Plano will pay 50%.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map	N/A

LS\AGENDA2007:0514SWBT-PP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN "APPLICATION AND LETTER OF AGREEMENT FOR CONSTRUCTION SERVICES" FOR RELOCATING AND PROTECTING SOUTHWESTERN BELL TELEPHONE (SWBT) FIBER TRUNK CABLES ALONG PLANO PARKWAY DUE TO SEWER REPAIRS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed "Application and Letter of Agreement for Construction Services" for relocating and protecting SWBT fiber trunk cables along Plano Parkway due to sewer repairs, 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 in his absence an Executive Director, should 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 interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or in his absence an Executive Director, 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.

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

DULY PASSED AND APPROVED the _____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

AT&T Texas

APPLICATION and LETTER OF AGREEMENT FOR CONSTRUCTION SERVICES

April 27, 2007

CWOTS Record Number: 2002T07
Customer Billing Telephone Number:

Special Bill

BILL TO: **CITY OF PLANO**
P.O. Box 860358
Plano, TX 75086-0358

WORK SITE LOCATION: On Plano Parkway, between Independence Parkway and Coit Road

DESCRIPTION OF CONSTRUCTION SERVICES TO BE PERFORMED:

This Letter of Agreement is for project to relocate and/or expose and protect, as necessary two 216 fiber trunk cables along with conduit, made necessary because of broken sewer line repairs.

Applicant requests that Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, (hereafter "SWBT") perform the above-described construction services on Applicant's behalf. Applicant agrees to pay fifty percent (50%) of the actual costs incurred by SWBT for such services plus applicable taxes; provided, however, that the maximum cost to Applicant under this Letter of Agreement shall not exceed Fifty Thousand Dollars. In the event the actual costs of the project exceeds One Hundred Thousand Dollars, the parties agree to execute a second agreement, under terms identical to those set forth herein, for an additional commitment by Applicant of Fifty Thousand Dollars. The work is to be done on an "Actual Cost" basis, all charge(s) will be computed in accordance with Southwestern Bell Telephone, L.P.'s ordinary accounting practices and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job. The Applicant affirms that the cost estimate furnished by the Telephone Company has been considered only as an estimate of approximate costs and that the actual costs incurred by the Telephone Company in doing the work at the particular time and location might be higher. Said estimated cost is subject to change due to any number of factors including, but not limited to, changing conditions in the field, weather delays, or changes in the scope of the work.

ESTIMATED PRICE QUOTE

The above estimated price is guaranteed for 60 days from April 27, 2007. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the estimated price set out above.

PAYMENT

Charges for construction services and applicable taxes will be billed on a special bill separate from the bill that Applicant receives for telephone service.

TAXES

Applicant will pay and indemnify SWBT against all sales, use and other taxes (excluding income and franchise taxes), including fees, levies, other similar charges, interest and penalties imposed upon and paid by or assessed on SWBT by reason of its sale and installation of material and provision of construction services under this Application except to the extent a valid tax exemption certificate is provided by Applicant to SWBT prior to the delivery of material and provisioning of construction services.

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AT&T Texas

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Karen Satterfield, 11930 Airline Dr., Rm. 219, Houston, TX 77037-1005.** If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform Southwestern Bell Telephone, L.P., in writing of the cancellation. Southwestern Bell Telephone, L.P., will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will Southwestern Bell Telephone, L.P., be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify Southwestern Bell Telephone, L.P., in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay Southwestern Bell Telephone, L.P. for its share of the costs SWBT has incurred in starting performance under the contract. If Applicant has made an advance payment, Southwestern Bell Telephone L.P. will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.

CHANGES IN SCOPE OF WORK OR CHANGES IN FIELD CONDITIONS

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by Southwestern Bell Telephone, L.P. at the time of this agreement, Southwestern Bell Telephone, L.P. will be entitled to additional funds and/or additional time to complete the work. Southwestern Bell Telephone, L.P. will request such additional funding and/or additional time through a request for a change order.

Conditions that may materially alter the scope of the work and/or the cost associated with the work include but are not limited to conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes, and other conditions or circumstances that Southwestern Bell Telephone, L.P., could not reasonably anticipate at the time of providing the above referenced price quote to Applicant.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, Southwestern Bell Telephone, L.P. is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.

All change orders will be in writing.

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AT&T Texas

All change orders will be submitted and accepted by Applicant, its agents, servants or employees, before Southwestern Bell Telephone, L.P. proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will Southwestern Bell Telephone, L.P.'s request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge Southwestern Bell Telephone, L.P. with responsibility for any alleged delay on the project.

NO DAMAGE FOR DELAY

Under no circumstances will Southwestern Bell Telephone, L.P. be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this agreement for construction services.

TIME TO COMPLETE

Any representation by Southwestern Bell Telephone, L.P., its agents, servants or employees that the project, or any additional work authorized by change order, will be complete by a certain date or certain time period is strictly an estimate and not binding on Southwestern Bell Telephone, L.P., its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within Southwestern Bell Telephone, L.P.'s control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that Southwestern Bell Telephone, L.P, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

CHOICE OF LAW

Texas law governs the application of this agreement and all terms contained therein.

INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by state law, Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless Southwestern Bell Telephone, L.P., and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.

MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties. Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

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AT&T Texas

ACCEPTED FOR CUSTOMER:

Title: CITY MANAGER

Company: City of Plano

Printed Name: Thomas H. Muehlenbeck

Date: May 15, 2007

ACCEPTED FOR SOUTHWESTERN BELL TELEPHONE, L.P.:

Title: Manager - CWOTS Department

Company: _____

Printed Name: _____

Date: _____

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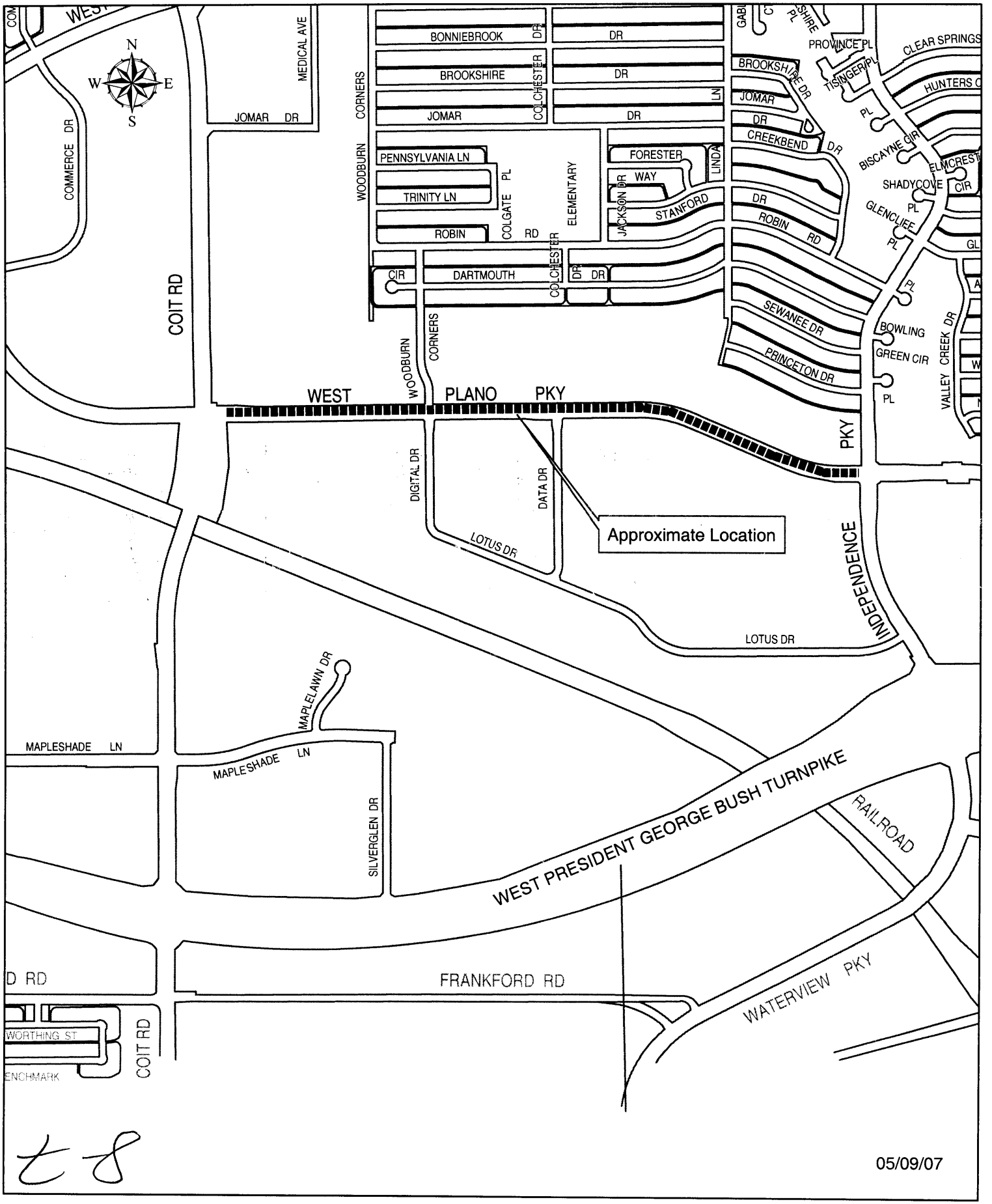
SOUTHWESTERN BELL AGREEMENT
DALLAS NORTH SEWER MAIN - PROJECT NO. 5772



LOCATION MAP

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:		City Manager		5/9/07
Agenda Coordinator (include phone #):	Brianna Alvarado X7479			

ACTION REQUESTED: ☒ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

PUBLIC HEARING AND AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 108 FOR A TAX ABATEMENT CONSISTING OF A 4.644 ACRE TRACT OF LAND LOCATED APPROXIMATELY AT THE NORTHEAST CORNER OF TENNYSON PARKWAY AND BISHOP ROAD, IN THE CITY OF PLANO, TEXAS ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S): GENERAL

COMMENTS: The fiscal impact is contingent upon the value of improvements made to the property. Currently, the Real Property is estimated to have an approximate taxable value of not less than $2,000,000. The Business Personal Property is estimated to have an approximate taxable value of not less than $1,800,000. The Proposed Real Property and Business Property tax abatement on the improvements will begin January 1, 2008 and continue to December 31, 2014, and will be equal to 50% for seven (7) years.

SUMMARY OF ITEM

This is related to the Lincoln Brookdale Associates, LP, along with GE Healthcare IITS USA Corp., a New York Corporation, request for tax abatement. This Ordinance creates the geographical zone in which Council will hold a Public Hearing earlier on the same Agenda date. Notice of Public Hearing to be published on May 3, 2007.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Ordinance and Public Hearing Notice	Joint Committee on Tax Abatement, CCCD, Collin County Community College

REV 08/98

1-1

INTEROFFICE MEMORANDUM

TO:	Thomas H. Muehlenbeck City Manager	**DATE:**	May 14, 2007
FROM:	John F. McGrane Director of Finance	**CC:**	Cindy Pierce Exec. Admin. Asst.

SUBJECT: Tax Abatement for GE Healthcare IITS USA Corp.– Reinvestment Zone 108

GE Healthcare IITS USA Corp, and Lincoln Brookdale Associates LP, are relocating to a 54,000 square foot building located at the Northeast corner of Tennyson Parkway and Bishop Road. As part of the relocation process, GE Healthcare IITS USA Corp. is relocating 220 employees from its other previous location and creating an additional 100 new jobs during the abatement process. The building is expected to be occupied in May, 2007.

The tax abatement will be based on the following values; the estimated amount of $1,800,000 Business Personal Property and $2,000,000 in Real Property This tax abatement will be for a period of seven years, from January 1, 2008 through December 31, 2014, and shall be based on amounts equal of 50% for Business Personal Property, which is approximately $4,261.50 annually and $4,735.00 annually for Real Property

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 108 FOR A TAX ABATEMENT CONSISTING OF A 4.644 ACRE TRACT OF LAND LOCATED APPROXIMATELY AT THE NORTHEAST CORNER OF TENNYSON PARKWAY AND BISHOP ROAD, IN THE CITY OF PLANO, TEXAS ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for retail tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 14th day of May, 2007, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

Section I. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section II. Definitions. For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.

b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.

c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.

d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

Section III. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and

b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and

c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and

to the land included in the zone and the improvements sought are feasible and practical; and

d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and

e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 108, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2008.

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

a) Be located wholly within the zone as established herein.

b) Have a minimum expenditure on personal property improvements equal to or greater than **One Million Eight Hundred Thousand and No/100 Dollars ($1,800,000.00)** and have a minimum expenditure on real property improvements equal to or greater than **Two Million and No/100 Dollars ($2,000,000.00).**

c) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

d) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.

e) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

Section VII. Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of taxable real property *(*and personalty*)* value from taxation as approved hereunder as shown below:

a) Duration of Exemption - ten (7) consecutive tax years beginning with and including the January 1, 2008 assessment date.

b) Share of taxes abated - percentage of taxes on total value of appraised Personal Property and Improvements at the rate of: 50% for the years 2008, 2009, 2010, 2011, 2012, 2013, 2014.

Section VIII. Any written agreements authorized under this Ordinance must include provisions for:

a) Listing the kind, number and location of all proposed improvements of the property;

b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements;

c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and

d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

Section IX. If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section X. This Ordinance shall become effective from and after its date of passage.

DULY PASSED AND APPROVED this 14th day of May, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 108
Real Property
Metes and Bounds

STATE OF TEXAS :
COUNTY OF COLLIN :
CITY OF PLANO :

WHEREAS, LINCOLN BROOKDALE ASSOCIATES, LP is the owner of a tract of land out of the Maria C. Veia Survey, Abstract No. 935, in the City of Plano, Collin County, Texas, being part of the 7.35 acre tract of land described in deed to EDS Information Services, L.L.C. recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found with a plastic cap stamped "KHA" in the east right-of-way line of the Dallas North Toliway (variable width ROW) for the northwest corner of COURTYARD LEGACY ADDITION, an addition to the City of Plano according to the plat thereof recorded in Cabinet K, Page 811 of the Map Records of Collin County,, Texas;

THENCE with said east right-of-way line, the following courses and distances to wit:
North 00°10'35" West, a distance of 216.27 feet to a 5/8" iron rod found for corner;
North 06°19'04" East, a distance of 108.86 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left with a radius of 262.50 feet, a central angle of 6°29'43", and a chord bearing and distance of North 03°04'17" East, 29.74 feet;
Northeasterly, with said curve, an arc distance of 29.76 feet to a 5/8" iron rod found for corner;
North 00°10'35" West, a distance of 200.68 feet to a 5/8" iron rod found for corner;
North 45°03'20" East, a distance of 35.53 feet to a 5/8" iron rod found for corner in the south right-of-way line of Tennyson Parkway (variable width ROW);

THENCE with said south right-of-way line, the following courses and distances to wit:
South 89°46'13" East, a distance of 160.30 feet to a 5/8" iron rod found for corner;
North 86°25'08" East, a distance of 163.14 feet to an aluminum monument in concrete set;

THENCE leaving said south right-of-way line, the following courses and distances to wit:
SOUTH, a distance of 399.50 feet to a 5/8" iron rod found;
WEST, a distance of 21.25 feet to a 5/8" iron rod found;
SOUTH, a distance of 191.47 feet to an aluminum monument in concrete set in the north line of said COURTYARD LEGACY ADDITION;

THENCE with the north line of said addition, South 89°54'38" West, a distance of 339.30 feet to the **POINT OF BEGINNING** and containing 202,306 square feet or 4.644 acres of land.

Bearing system based on the monuments found in the west right-of-way line of Bishop Road according to the deed of he 7.35 acre tract of land described in deed to EDS Information Services, L.L.C. recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget C.S.	☒ Yes	☐ Not Applicable
Council Meeting Date:	5/14/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	FINANCE		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:	John F. McGrane	City Manager		4/28/07
Agenda Coordinator (include phone #):	**Brianna Alvarado x7479**			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, LINCOLN BROOKDALE ASSOCIATES ,LP, A TEXAS LIMITED PARTNERSHIP AND GE HEALTHCARE IITS USA CORP., A NEW YORK CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: **2007-2008**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S): GENERAL

COMMENTS: The Business Personal Property is estimated to have an approximate taxable value of not less than $1,800,000 The real property is estimated to have an approximate taxable value of not less $2,000,000 The proposed Business Personal Property tax abatement on the improvements will begin January 1, 2008 and continue through the year 2014, and will be equal to 50% for seven (7) years.

SUMMARY OF ITEM

A request by Lincoln Brookdale Associates, LP, a Texas Limited Partnership, and GE Healthcare IITS Usa Corp., a New York Corporation, for a Tax Abatment reinvestment zone 108.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Resolution and Tax Abatement Agreement	Joint Committee on Tax Abatement, CCCCD, Collin County Community College

NOTICE OF PUBLIC HEARING

The City Council of the City of Plano will hold a Public Hearing in the Council Chamber of the Municipal Building, 1520 Avenue K, at 7:00 p.m. on Monday May 14th, 2007, to consider the creation of Reinvestment Zone No. 108 in accordance with V.T.C.A., Tax Code §312.201, as amended for the purpose of considering tax abatement. Said Reinvestment Zone No. 108 being a 4.644 acre tract of land out of the **Maria C. Vela Survey, Abstract No. 935** in the City of Plano, Collin County Texas, and described in deed to EDS Information Services, L.L.C., recorded in Volume 4853, Page 2203 Deed Records of Collin County, Texas, and with said premises being more particularly described by metes and bounds on file in the Finance Department.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, LINCOLN BROOKDALE ASSOCIATES ,LP, A TEXAS LIMITED PARTNERSHIP AND GE HEALTHCARE IITS USA CORP., A NEW YORK CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas, the County of Collin, the Collin County Community College District, Lincoln Brookdale Associates, LP, a Texas Limited Partnership, along with GE Healthcare IITS USA Corp., a New York 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 in his absence an Executive Director, shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement having been reviewed by the City Council of the City of Plano 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 in his absence an Executive Director, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the 14th day of May, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

TAX ABATEMENT AGREEMENT

This Agreement is entered into by and between the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as "City;" the County of Collin, Texas, duly acting herein by and through its County Judge, and the Collin County Community College District, duly acting herein by and through its President of the Board of Trustees, hereinafter collectively referred to as "Taxing Units," and **Lincoln Brookdale Associates, LP,** a Texas Limited Partnership, duly acting by and through its General Partner, hereinafter referred to as "Owner," and **GE Healthcare IITS USA Corp.**, a New York Corporation, duly acting by and through its Chief Financial Officer, hereinafter referred to as "Lessee."

W I T N E S S E T H:

WHEREAS, on the 14th day of May, 2007, the City Council of the City of Plano, Texas, passed Ordinance No. _____ establishing **Reinvestment Zone No. 108**, for commercial/industrial tax abatement, hereinafter referred to as the "Ordinance," as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as "Act"; and

WHEREAS, the City has adopted a revised policy statement for Tax Abatement by Resolution No. 2006-9-6(R) stating that it elects to be eligible to participate in tax abatement (the "Policy Statement"); and

WHEREAS, the Policy Statement sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Act; and

WHEREAS, the tax abatement will maintain and enhance the commercial/industrial economic and employment base of the Plano area thereby benefiting both the City and the Taxing Units in accordance with the said Ordinance and Act; and

WHEREAS, the contemplated use of the Real Property, as hereinafter defined, the contemplated improvements to the Real Property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of said **Reinvestment Zone No. 108** in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "Real Property") attached hereto and made a part hereof. At the time of this Agreement, Lincoln Brookdale Associates, LP, is the Owner of the Real Property. This Agreement shall be terminated should the Real Property not be leased by Lessee, its successors or affiliates, or should such lease be terminated during the term of this Agreement.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within **Reinvestment Zone No. 108**, which shall be hereinafter referred to as the "Personalty." The Personalty is presently estimated to have an approximate taxable value of **Two Million Dollars ($2,000,000)** and is or will be owned by Lessee or its affiliates. Lessee shall timely render its personal property value each year to the Central Appraisal District

3. Lessee, as owner of the Personalty, may not relocate, for purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

JOBS

4. Lessee estimates the proposed development of the Real Property as shown in **EXHIBIT "B"** (the "Development") will result in approximately 220 jobs at the Development in Plano when the new office building is completed.

IMPROVEMENTS

5. The Owner shall complete construction of improvements and/or repairs to the Real Property (hereinafter referred to as Improvements) consisting primarily of a new building consisting of not less than 54,000 gross square feet of office space with an initial expenditure of not less than **One Million Eight Hundred Thousand Dollars ($1,800,000)** on or before December 31, 2008; provided that Owner shall have such additional time to complete the Improvements as may be required in the event of "force majeure" if Owner is diligently and faithfully pursuing the completion of the Improvements, or if in the reasonable opinion of the City, the Owner has made substantial progress toward completion of the initial phase of the Improvements. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fire, shortages of material and/or labor, explosion or flood, and labor disturbances. The date of completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the City of Plano.

6. The Owner agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue the substantial completion of the Improvements as a good and

2-6

valuable consideration of this Agreement. Owner further covenants and agrees that all construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof. In further consideration, Owner shall from the date a Certificate of Occupancy is issued until the expiration or termination of this Agreement, operate and maintain the Real Property (or cause the same to be operated and maintained) for the following described purposes: production/manufacturing/office space where Lessee or its affiliates will initially employ approximately 220 employees, referred to herein as the "Purposes."

DEFAULT

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

(a) The Improvements are not completed in accordance with this Agreement;

(b) Owner or Lessee allows its real or personal property taxes owed the City or Taxing Units on the Real Property, Improvements, or Personalty to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes;

(c) Lessee fails to occupy the Improvements for the Purposes set forth in paragraph 6 above on or before December 31, 2008; or

(d) The value of the Improvements to Real Property and the value of Personalty placed on the improved Real Property on December 31, 2008, and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set forth in paragraphs 2 and 5 above; or

(e) Lessee fails to employ at least 75% of its employee commitment as provided in paragraph 4 above; or

(f) Owner or Lessee fails to provide annual certification as required in paragraph 10 below.

8. In the event that the Owner or Lessee defaults under this Agreement then the City or Taxing Units shall give the Owner and Lessee written notice of such default and if the Owner or Lessee has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the City and Taxing Units. Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraph 7(b) above and after Owner or Lessee fails to cure same in accordance herewith, this Agreement shall immediately terminate and all taxes due after the event of default shall be paid in full without the benefit of any abatement. The parties acknowledge that

actual damages in the event of default and termination would be speculative and difficult to determine.

9. Upon the occurrence of an event of default under Paragraph 7(b) above and after Owner or Lessee fails to cure same in accordance herewith, this Agreement shall immediately terminate and all taxes, including previously abated taxes which would have been paid to the City and Taxing Units without the benefit of this Agreement, shall become due and owing to the City and Taxing Units, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

10. On or before the 1st day of November of each calendar year during the term of this Agreement, the Owner, or its successors or assigns, and Lessee must provide annual certification (substantially in the form attached as **EXHIBIT "C"** hereto) to the Governing Body of the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

11. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by Owner unless written permission is first granted by the City and Taxing Units, which permission shall be at the reasonable discretion of the City and Taxing Units, except under the following conditions:

(a) Assignment to an affiliate of Lessee is permissible;

(b) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by Owner to successors or assigns is permissible wherein the successors or assigns agree to be bound by the terms of this Agreement and Lessee shall continue to conduct business on the subject premises, and shall remain the primary tenant.

However, Owner and Lessee agree to give written notice to the City and Taxing Units of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) hereof.

ABATEMENT PROVISIONS

12. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City and Taxing Units, a portion of ad valorem real and personal property taxes from the Real Property, Improvements, and Personalty otherwise owed to the City and taxing Units shall be abated as follows:

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(a) The tax abatements as to the Real Property, Improvements, and Personalty, as provided for herein, shall be for a period of seven (7) tax years, from January 1, 2008 through December 31, 2014.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty (50%) of the value of the improved value of the Real Property and Improvements and 50% of the Personalty for each tax year from January 1, 2008 through December 31, 2014.

(c) The Owner and Lessee shall have the right to protest and/or contest any assessment of the Real Property, Improvements or Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

NOTICE

13. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Mr. Thomas H. Muehlenbeck
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

With copy to:

City of Plano
Attention: Ms. Diane C. Wetherbee
City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

For Taxing Units by notice to:

County of Collin, Texas
Attention: The Honorable Keith Self
County Judge
Collin County Commissioners' Court
210 S. McDonald, Ste. 626
McKinney, Texas 75069

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Collin County Community College District
Attention: Dr. Cary A. Israel
President of Board of Trustees
4800 Preston Park Blvd.
Plano, Texas 75093

For Owner by notice to:

Lincoln Brookdale Associates, LP
c/o LPC Commercial Inc.
Attention: Mr. David Pettle
Executive vice President
500 North Akard, Suite 3300
Dallas, Texas 75201

With copy to:

Lincoln Brookdale Associates, LP
c/o Brookdale Realty Group
Attention: Mr. Fred Hendritze
3455 Peachtree Road N.E., Suite 700
Atlanta, Georgia 30326

For Lessee by notice to:

GE Healthcare IITS USA Corp.
Attention: Mr. Steven Precourt
Director of Tax Services
40 IDX Drive
South Burlington, Vermont 05403

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

14. The Owner and Lessee further agree that the City and Taxing Units, their agents and employees, shall have reasonable right (upon reasonable prior notice to Owner and Lessee) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, and City and Taxing Units shall have the continuing right (upon reasonable prior notice to Owner and Lessee) to inspect the Real Property and Personalty to insure that the Real

2-10

Property and Personalty is thereafter maintained, operated and occupied in accordance with this Agreement.

15. It is understood and agreed between the parties that the Owner and Lessee, in performing their obligations hereunder, are acting independently, and the City and Taxing Units assume no responsibilities or liabilities in connection therewith to third parties and Owner and Lessee agree to indemnify and hold harmless City and Taxing Units from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of Owner's or Lessee's default of their obligations hereunder.

16. The City and the Taxing Units each represent and warrant that the Real Property, Improvements and Personalty do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

17. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 14th day of May, 2007, authorizing the City Manager to execute the Agreement on behalf of the City.

18. This Agreement was authorized by the minutes of the Commissioners' Court of Collin County, Texas, at its meeting on the _____ day of _____, 2007, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

19. This Agreement was authorized by the Board Minutes of the Board of Trustees of Collin County Community College District at its Board Meeting on the _____ day of _____, 2007, whereupon it was duly determined that the Chairman would execute the Agreement on behalf of Collin County Community College District.

20. This Agreement was entered into by Owner pursuant to authority granted by its General Partner, whereby the General Partner of the limited partnership was authorized to execute this Agreement on behalf of Owner.

21. This Agreement was entered into by Lessee pursuant to authority granted by its Board of Directors whereby the Chief Financial Officer of the corporation was authorized to execute this Agreement on behalf of Lessee.

22. This instrument shall constitute a valid and binding agreement between the City, Owner, and Lessee when executed in accordance herewith, regardless of whether any other Taxing Unit executes this Agreement. This shall constitute a valid and binding Agreement between such Taxing Units, Owner and Lessee when executed on behalf of said parties, for the abatement of such Taxing Unit's taxes in accordance therewith.

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23. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this 14th day of May, 2007.

ATTEST:

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

_____

_____

Elaine Bealke, CITY SECRETARY

Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

_____

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

COMMISSIONERS' COURT OF COLLIN COUNTY

_____

_____

COUNTY JUDGE

ATTEST:

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

_____

_____

CHAIRMAN

212

ATTEST:

LINCOLN BROOKDALE ASSOCIATES, LP, a Texas limited partnership

BY: LINCOLN GP TENNYSON, INC., a Texas Corporation, Its General Partner

_____

BY: _____
David Pettle
Executive Vice President

ATTEST:

GE HEALTHCARE IITS USA CORP., a New York Corporation

_____

BY: _____
Scott Mendel
Chief Financial Officer

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EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 108
Real Property
Metes and Bounds

STATE OF TEXAS :
COUNTY OF COLLIN :
CITY OF PLANO :

WHEREAS, LINCOLN BROOKDALE ASSOCIATES, LP is the owner of a tract of land out of the Maria C. Vela Survey, Abstract No. 935, in the City of Plano, Collin County, Texas, being part of the 7.35 acre tract of land described in deed to EDS Information Services, L.L.C. recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found with a plastic cap stamped "KHA" in the east right-of-way line of the Dallas North Tollway (variable width ROW) for the northwest corner of COURTYARD LEGACY ADDITION, an addition to the City of Plano according to the plat thereof recorded in Cabinet K, Page 811 of the Map Records of Collin County,, Texas;

THENCE with said east right-of-way line, the following courses and distances to wit:
North 00°10'35" West, a distance of 218.27 feet to a 5/8" iron rod found for corner;
North 06°19'04" East, a distance of 108.86 feet to a 5/8" iron rod found for the beginning of a non-tangent curve to the left with a radius of 262.50 feet, a central angle of 6°29'43", and a chord bearing and distance of North 03°04'17" East, 29.74 feet;
Northeasterly, with said curve, an arc distance of 29.76 feet to a 5/8" iron rod found for corner;
North 00°10'35" West, a distance of 200.68 feet to a 5/8" iron rod found for corner;
North 45°03'20" East, a distance of 35.53 feet to a 5/8" iron rod found for corner in the south right-of-way line of Tennyson Parkway (variable width ROW);

THENCE with said south right-of-way line, the following courses and distances to wit:
South 89°46'13" East, a distance of 160.30 feet to a 5/8" iron rod found for corner;
North 86°25'08" East, a distance of 163.14 feet to an aluminum monument in concrete set;

THENCE leaving said south right-of-way line, the following courses and distances to wit:
SOUTH, a distance of 399.50 feet to a 5/8" iron rod found;
WEST, a distance of 21.25 feet to a 5/8" iron rod found;
SOUTH, a distance of 191.47 feet to an aluminum monument in concrete set in the north line of said COURTYARD LEGACY ADDITION;

THENCE with the north line of said addition, South 89°54'38" West, a distance of 339.30 feet to the **POINT OF BEGINNING** and containing 202,306 square feet or 4.644 acres of land.

Bearing system based on the monuments found in the west right-of-way line of Bishop Road according to the deed of he 7.35 acre tract of land described in deed to EDS Information Services, L.L.C. recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas

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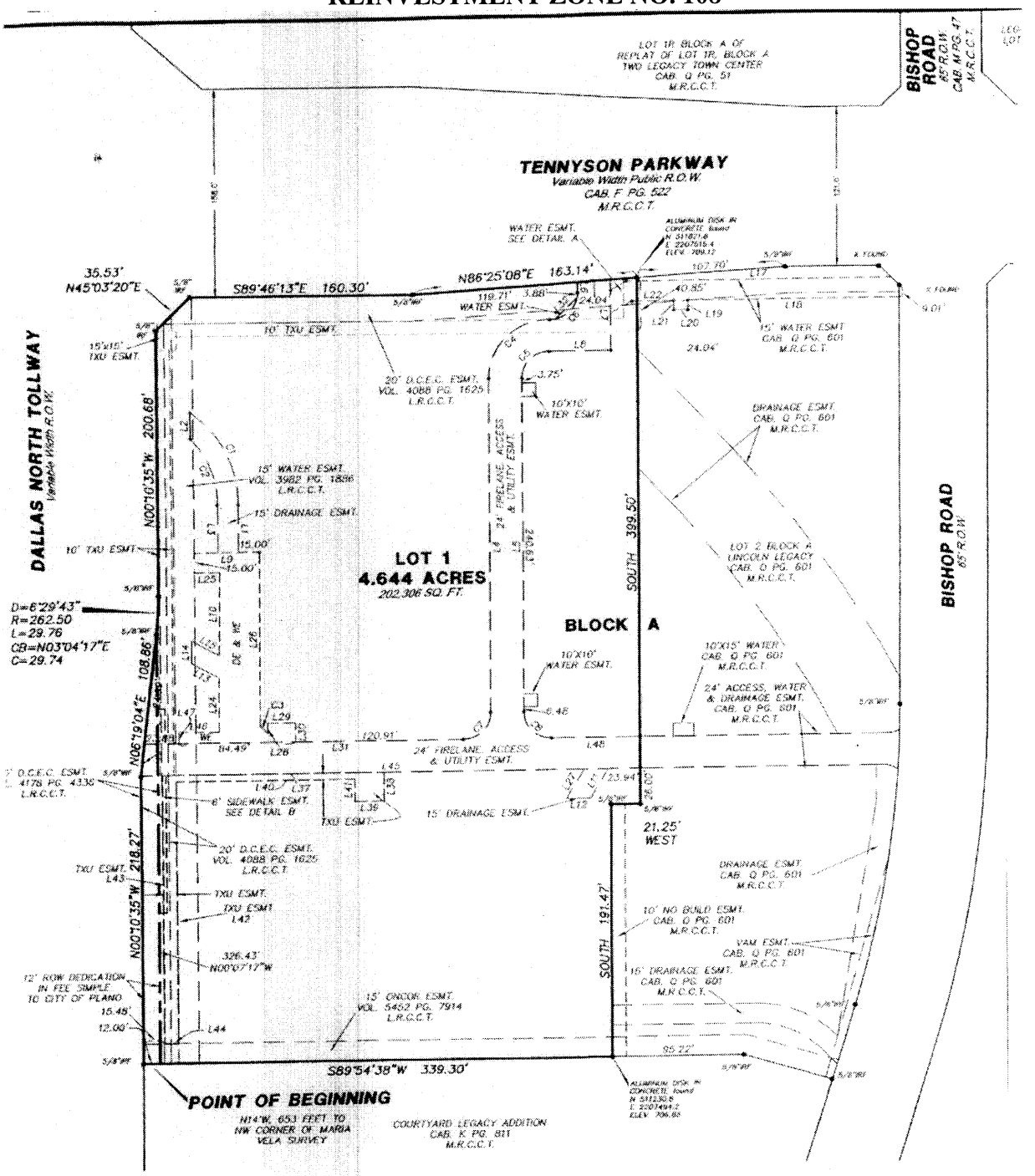
EXHIBIT "B"
THE DEVELOPMENT
REINVESTMENT ZONE NO. 108



2-15

EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 108

This letter certifies that Lincoln Brookdale Associates, LP and GE Healthcare IITS USA Corp. are in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of _____. The term of this agreement is January 1, 2008 through December 31, 2014. This form is due on November 1 of each year this tax abatement is in force.

ATTEST:

LINCOLN BROOKDALE ASSOCIATES, LP, a Texas limited partnership

BY: LINCOLN GP TENNYSON, INC., a Texas Corporation, Its General Partner

_____

BY: _____
David Pettle
Executive Vice President

_____
Date

ATTEST:

GE HEALTHCARE IITS USA CORP., a New York Corporation

_____

BY: _____
Scott Mendel
Chief Financial Officer

_____
Date

NOTE: This certification form should be mailed to:

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

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DATE: April 17, 2007

TO: Honorable Mayor & City Council

FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission TE

SUBJECT: Results of Planning & Zoning Commission Meeting of April 16, 2007

AGENDA ITEM NO. 6A
PUBLIC HEARING: ZONING CASE 2007-06
APPLICANT: NEWMARK HOMES

DESCRIPTION:

Request for a Specific Use Permit for private recreation facility on 1.1± acres located at the northeast corner of Los Rios Boulevard and Fitzgerald Drive. Zoned Single-Family Residence-7.

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: May 14, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dw

xc: Richard Alberque, Newmark Homes Corporation Dallas
Brent Murphree, Carter & Burgess, Inc.

CITY OF PLANO

PLANNING & ZONING COMMISSION

April 16, 2007

Agenda Item No. 6A

Public Hearing: Zoning Case 2007-06

Applicant: Newmark Homes

DESCRIPTION:

Request for a Specific Use Permit for private recreation facility on 1.1± acres located at the northeast corner of Los Rios Boulevard and Fitzgerald Drive. Zoned Single-Family Residence-7.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for private recreation facility. The Zoning Ordinance defines a private recreation facility as a recreation facility operated for the exclusive use of private residents or neighborhood groups. The current zoning is Single-Family Residence-7 (SF-7). The SF-7 district is intended to provide for areas of urban single-family development on moderate-size lots, protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. A site plan accompanies this request (Agenda Item 6B.)

The applicant is proposing a private recreation facility with pools and play areas. The site is located on a corner lot within a new SF-7 residential development, Trails of Glenwood, and is adjacent to City of Plano park land. The site has sufficient access and parking. The proposed private recreation facility will be maintained by the neighborhood homeowner association. Should the association not want to maintain the facility in the future, the site could be developed into SF-7 lots.

RECOMMENDATIONS:

Recommended for approval as submitted.

ORDINANCE NO. _____
(Zoning Case 2007-06)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 582 SO AS TO ALLOW THE ADDITIONAL USE OF PRIVATE RECREATION FACILITY ON 1.1± ACRES OF LAND OUT OF THE A. M. HETFIELD SURVEY, ABSTRACT NO. 432, LOCATED AT THE NORTHEAST CORNER OF LOS RIOS BOULEVARD AND FITZGERALD DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED SINGLE-FAMILY RESIDENCE-7; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, 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 14th day of May, 2007, for the purpose of considering granting Specific Use Permit No. 582 for the additional use of Private Recreation Facility on 1.1± acres of land out of the A. M. Hetfield Survey, Abstract No. 432, located at the northeast corner of Los Rios Boulevard and Fitzgerald Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7; 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 14th day of May, 2007; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 582 for the additional use of Private Recreation Facility on 1.1± acres of land out of the A. M. Hetfield Survey, Abstract No. 432, located at the northeast corner of Los Rios Boulevard and Fitzgerald Drive in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 582, allowing the additional use of Private Recreation Facility on 1.1± acres of land out of the A. M. Hetfield Survey, Abstract No. 432, located at the northeast corner of Los Rios Boulevard and Fitzgerald Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

Section IV. The repeal of any ordinance or part of ordinances affectuated 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 14TH DAY OF MAY, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

Situated in the A. M. Hetfield Survey, Abstract No. 432, BEGINNING at an aluminum disc set in concrete (grid coordinates datum NAD83/NAVD88-N: 7072824.841, E-2531504.306, elevation 604.50) set for the northeast corner of a tract of land described in deed to the City of Plano, recorded in Volume 5539, Page 4821 D.R.C.C.T.;

THENCE North, 88° 21' 32" West, along the north line of said City of Plano tract, a distance of 204.50 feet to a 5/8" iron rod with yellow plastic cap stamped "Carter Burgess" set in the north right-of-way of Los Rios Boulevard (a 110 foot wide R.O.W.);

THENCE along the north right-of-way line of said Los Rios Boulevard and along a curve to the left having a delta angle of 03° 40' 09", a radius of 1,055.00 feet, an arc length of 67.56 feet, a chord bearing of North, 47° 51' 37" West, and a chord length of 67.55 feet to a point for corner;

THENCE over and across said Stoddard Group, LTD., tract the following courses and distances:

North, 06° 47' 58" West, a distance of 36.22 feet to a point for corner;

North, 36° 46' 29" East, a distance of 6.25 feet to a point for corner;

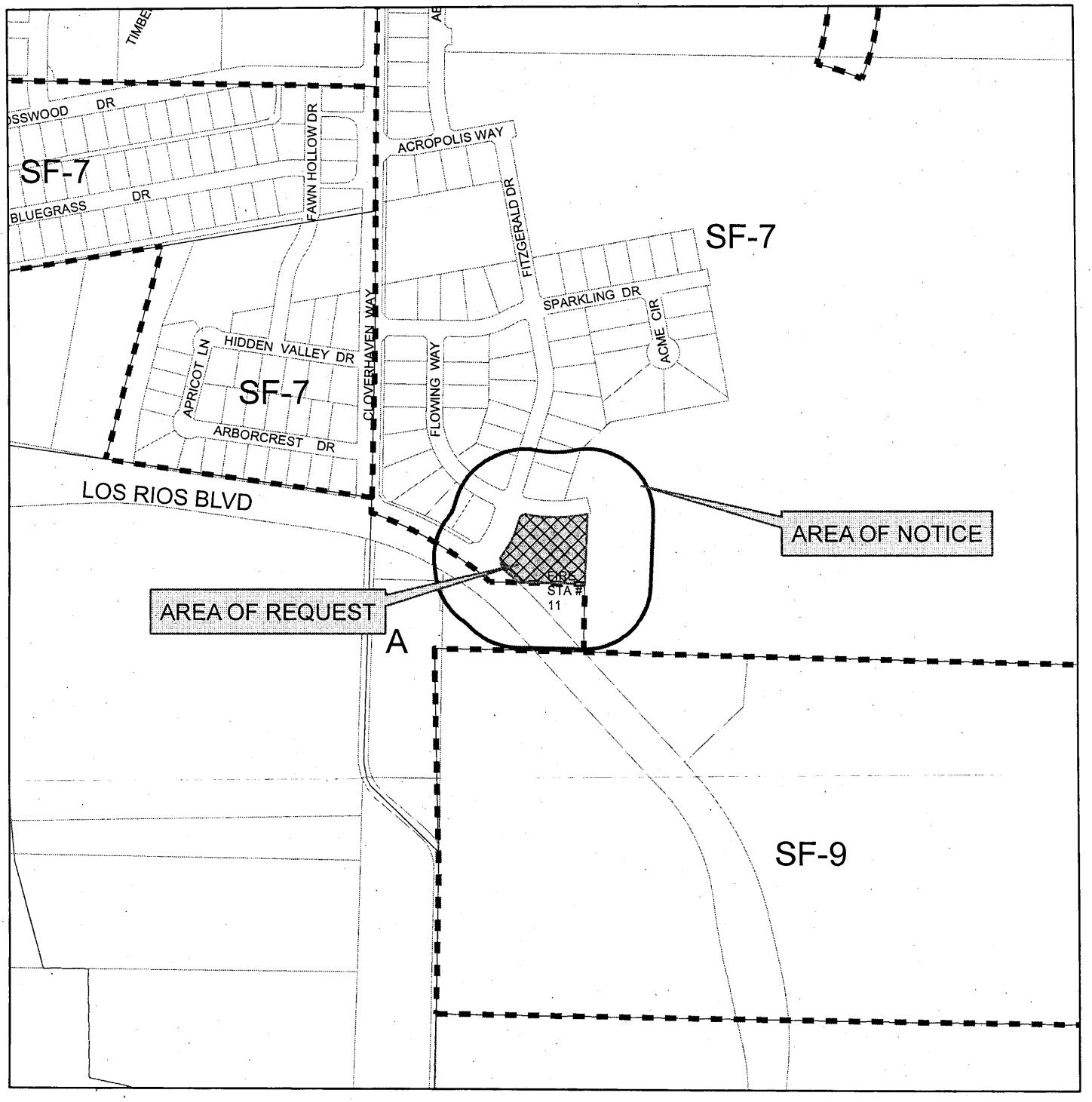
Along a curve to the left having a delta angle of 19° 02' 48", a radius of 290.00 feet, an arc length of 96.40 feet, a chord bearing of North, 27° 15' 05" East, and a chord length of 95.96 feet to a point for corner;

North, 17° 43' 41" East, a distance of 34.47 feet to a point for corner;

North, 60° 00' 40" East, a distance of 14.80 feet to a point for corner;

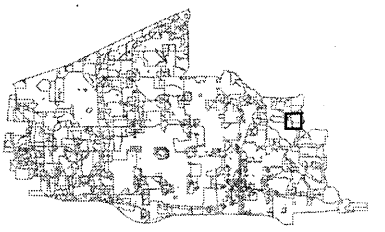
ALONG a curve to the left having a delta angle of 23° 36' 57", a radius of 475.00 feet, an arc length of 195.78 feet, a chord bearing of North, 89° 52' 59" East, and a chord length of 194.40 feet to a 5/8" iron rod with yellow plastic cap stamped "Carter Burgess" set for corner;

THENCE South, 01° 43' 57" West, a distance of 218.19 feet to the POINT OF BEGINNING, and CONTAINING 1.120 acres of land, more or less.



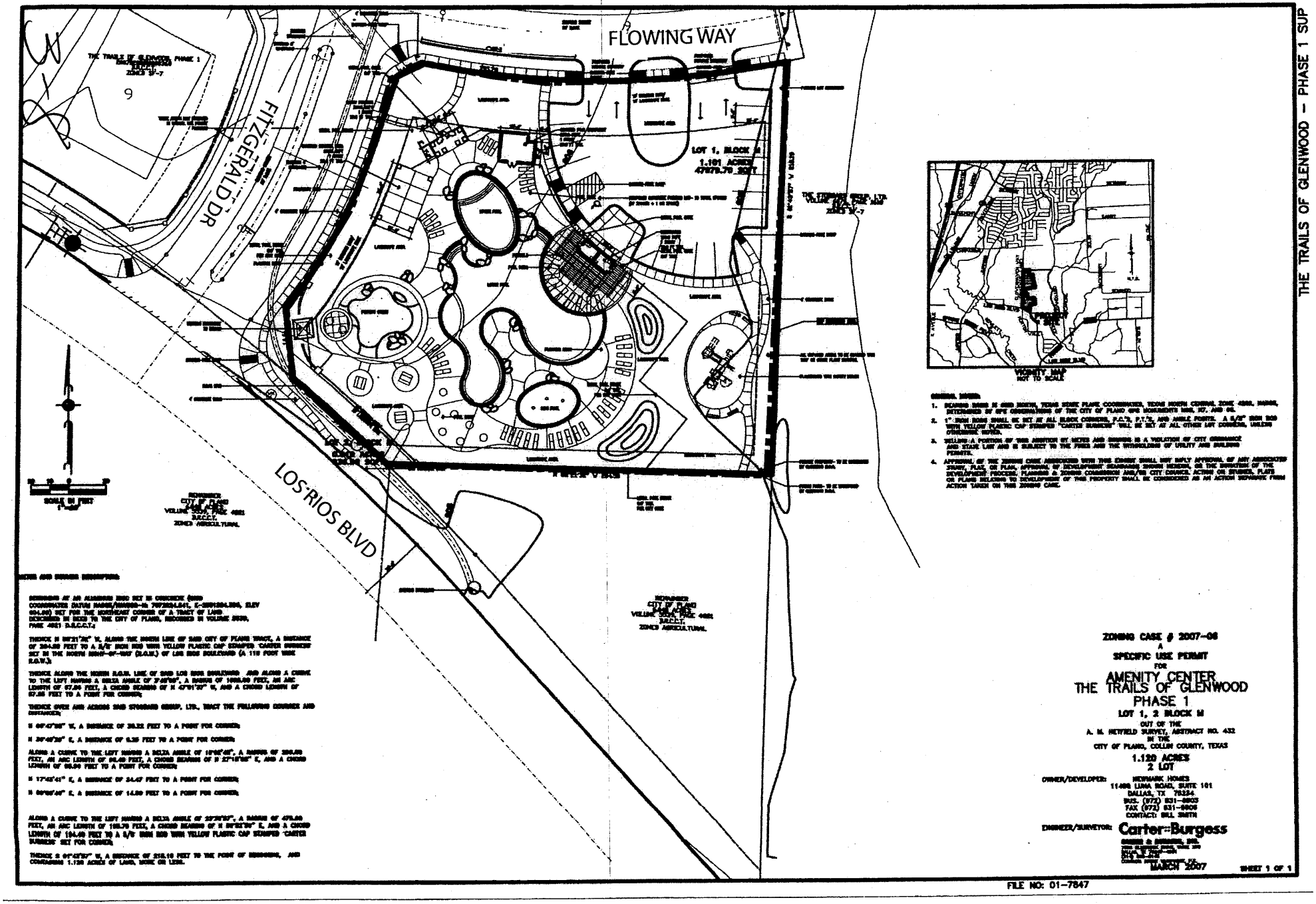
Zoning Case #: 2007-06

Existing Zoning: SINGLE-FAMILY RESIDENCE-7



○ 200' Notification Buffer

3-7



THE TRAILS OF GLENWOOD – PHASE 1 SUP

ZONING CASE # 2007-06
A
SPECIFIC USE PERMIT
FOR
AMENITY CENTER
THE TRAILS OF GLENWOOD
PHASE 1
LOT 1, 2 BLOCK M
OUT OF THE
A. M. HEWFIELD SURVEY, ABSTRACT NO. 432
IN THE
CITY OF PLANO, COLLIN COUNTY, TEXAS
1.120 ACRES
2 LOT

OWNER/DEVELOPER: NEWMARK HOMES
11490 LUNA ROAD, SUITE 101
DALLAS, TX 75234
BUS. (972) 831-8800
FAX (972) 831-8808
CONTACT: BILL SMITH

ENGINEER/SURVEYOR: Carter-Burgess

MARCH 2007

SHEET 1 OF 1

FILE NO: 01-7847