

CITY COUNCIL

1520 AVENUE K



DATE: 5/14/2012
 CALL TO ORDER: 7:00 p.m.
 INVOCATION: Father Tom Cloherty
 Prince of Peace Catholic Community
 PLEDGE OF ALLEGIANCE: Cadette Girl Scout Troop 1714

| ITEM NO. | EXPLANATION | ACTION TAKEN |
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| | <p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PRESENTATION: Standberry Scholarships, honoring former Plano employee Paul Standberry, are being awarded to two Plano students.</p> <p>PRESENTATION: The Plano Crime Scene Unit is receiving accreditation from Forensic Quality Service.</p> <p>PROCLAMATION: Asian Pacific Heritage Month celebrates the Asian and Pacific Islanders throughout the United States, and especially in Plano.</p> <p>PROCLAMATION: Public Service Recognition Week honors those working at all local and national levels of government.</p> <p>PROCLAMATION: Bike to Work Day, May 18, encourages citizens to commute to work on a bicycle.</p> <p>SPECIAL RECOGNITION: Employee of the Year, Rick Figueroa, Technology Services, is being recognized.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> | |

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| | <p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u> (a) April 23, 2012</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2012-131-B for the 2011-2012 Arterial Concrete Pavement Rehab, Park Boulevard – Plano Parkway to Coit Road, Project No. 6192 to Jorgensen Associates, Inc. in the amount of \$781,396 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2012-167-B for Ridgewood Water Infrastructure Rehabilitation to RKM Utility Services, Inc., in the amount of \$2,273,522 and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Bid No. 2012-141-B for the purchase of four (4) Utility Trucks for Fleet Services to be utilized by Municipal Drainage, Utility District #1, Utility District #2, and Signs & Markings from Baby Jack II Automotive (Caldwell Country Automotive) in the amount of \$126,403 and authorizing the City Manager to execute all necessary documents.</p> <p>(e) RFP No. 2012-119-C for a one (1) year contract with four (4) optional one year renewals for the purchase of Professional Audit Services to KPMG LLP, in the expected annual amount of \$154,000 and authorizing the City Manager to execute all necessary documents.</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(f) To approve a Professional Services Agreement by and between the City of Plano and VRX, Inc., in the amount of \$71,400 for the Drainage Study – Spring Creek Parkway, Ranch Estates & Los Rios Addition project and authorizing the City Manager to execute all necessary documents.</p> <p>(g) To approve a contract by and between the City of Plano and The Atkins Group, for a City of Plano Brand Development and Community Vision Consultant in an amount not to exceed \$70,345 and authorizing the City Manager to execute all necessary documents.</p> <p>(h) To approve a one (1) year contract by and between the City of Plano and Remote Services, Inc., for a Technical Consultant for the JD Edwards EnterpriseOne ERP System in the amount of \$99,600 and authorizing the City Manager to execute all necessary documents.</p> | |

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| (i) | <p>Approval of Contract Modification</p> <p>To approve and authorize Contract Modification No. 1 for the purchase of additional engineering services for the 15th Street - Avenue G to US 75, Project No. 5623, in the amount of \$127,921 from Nathan D. Maier Consulting Engineers, Inc., and authorizing the City Manager to execute all necessary documents.</p> | |
| (j) | <p>Approval of Expenditure</p> <p>To approve the purchase of Tactical Ballistic Body Armor in the amount of \$74,522 from GT Distributors through an existing cooperative contract with Buyboard and authorizing the City Manager to execute all necessary documents. (Buyboard Contract Number 363-10.)</p> | |
| | <p><u>Adoption of Resolutions</u></p> | |
| (k) | <p>To approve the terms and conditions of a First Amendment to the Economic Development Incentive Agreement between the City of Plano, Texas and Hyundai Capital America; authorizing its execution by the City Manager; and providing an effective date.</p> | |
| (l) | <p>To approve and grant an electric easement to Oncor Electric Delivery Company on City property, Custer Pump Station, located at 1901 West 15th Street; authorizing its execution by the City Manager; and providing an effective date.</p> | |
| (m) | <p>To authorize continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.</p> | |
| (n) | <p>To approve the Investment Portfolio Summary for the quarter ending March 31, 2012 and providing an effective date.</p> | |
| | <p><u>Adoption of Ordinances</u></p> | |
| (o) | <p>To transfer the sum of \$56,117 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for two (2) full-time victim advocate positions for the remainder of this fiscal year for the Police Department, as required by Chapter 56 of the Texas Criminal Code of Procedure; amending the budget of the City and Ordinance 2011-9-8, declaring this action to be a case of public necessity; and providing an effective date.</p> | |
| | <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> | |
| | <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> | |

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| | <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p> <p>(1) Public Hearing and consideration of an Ordinance to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 127 for tax abatement consisting of a 6.715 acre tract of land located in the J. B. Roundtree Survey, Abstract No. 759, Collin County and described in Exhibit "A" attached hereto in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.</p> <p>(2) Consideration of a Resolution to approve the terms and conditions of an agreement by and between the City of Plano, Eltek, Inc., and Argent Plano Realty, L.P. providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date.</p> <p>(3) Consideration of a Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between Eltek, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p> | |



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 05/14/2012 | | |
| Department: | | City Manager's Office | | |
| Department Head | | Bruce Glasscock | | |
| Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161 | | | | |
| CAPTION | | | | |
| PRESENTATION: Standberry Scholarships, honoring former Plano employee Paul Standberry, are being awarded to two Plano students | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
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| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
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| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
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| CAPTION | | | | |
| PRESENTATION: The Plano Crime Scene Unit is receiving accreditation from Forensic Quality Service | | | | |
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| PROCLAMATION: Asian Pacific Heritage Month celebrates the Asian and Pacific Islanders throughout the United States, and especially in Plano. | | | | |
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| SPECIAL RECOGNITION: Employee of the Year, Rick Figueroa, Technology Services, is being recognized | | | | |
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**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
April 23, 2012**

COUNCIL MEMBERS PRESENT

Phil Dyer, Mayor
Pat Miner, Mayor Pro Tem
Lissa Smith, Deputy Mayor Pro Tem
Ben Harris
André Davidson
James Duggan (arrived at 5:06 p.m.)
Patrick Gallagher
Lee Dunlap

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Paige Mims, Deputy City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:01 p.m., Monday, April 23, 2012, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; receive information regarding Economic Development, Section 551.087; and to discuss Real Estate, Section 551.072 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:01 p.m.

Consideration and action resulting from Executive Session discussion

No items were brought forward.

Update on Neighborhood Empowerment Zone Program

Director of Planning Jarrell spoke to the establishment of neighborhood empowerment zones to support the construction or rehabilitation of affordable housing, promote economic development and/or increase the quality of social services, education, and public safety in a specific area and the creation of Zone No. 1 in 1999 in downtown Plano. She advised that the zone focuses on fee waivers as incentives with most related to building and sign permits for both commercial and single-family new construction, reconstruction and rehabilitation. Ms. Jarrell stated that for new multi-family development, only the park impact fee is waived. She spoke to expansion of the boundaries since 1999, and advised that the proposed amendment would revise the boundaries and expand the waiver list to cover plan review and engineering inspection fees. Ms. Jarrell advised that, since inception of the zone, the City has waived \$555,375 in fees on construction projects valued at \$53 million and advised that effects of the zone are positive in nature.

Update Regarding Plano Stages Concerts/Events at the Courtyard Theater and the Amphitheater at Oak Point Park

Recreation Superintendent/Creative Arts Division Smith spoke to continued efforts toward securing a Live Nation Festival in Plano. He spoke to the two upcoming concerts at the Plano Amphitheater and the Courtyard Theater's Texas Music Series running from March-November. Mr. Smith advised regarding local participation in the programs.

Comprehensive Monthly Financial Report

Director of Finance Tacke advised that the March 2012 report finds General Fund revenues up slightly as a percentage of budget as compared to last year while Water and Sewer revenues are down slightly. She stated that actual General Fund revenues are up \$10 million, primarily due to an increase in ad valorem taxes and an increase in sales tax resulting from an audit adjustment. Ms. Tacke also stated revenues were up in court fines, electric and cable franchises, ambulance services, and building permits. Ms. Tacke advised that General, Water & Sewer Fund, and Golf Course Fund expenditures are up slightly as a percentage of budget. She advised that the unemployment rate is down slightly to 6.2% and that sales tax collections for the month of March are up by \$726,000. Ms. Tacke advised that actual revenues for the Water & Sewer Fund are down by \$1.9 million compared to the prior year due to drought conditions and water restrictions while expenses are up by \$5 million.

Council Items for discussion/action on future agendas

Deputy Mayor Pro Tem Smith requested an update on the *Learn 2 Live Green* event.

Council Member Davidson requested a Council discussion regarding in-home daycare regulations.

Consent and Regular Agendas

Staff requested that Consent Agenda Item "C," to approve the purchase in the amount of \$67,937 from Sunbelt Pools for re-plastering the Tom Muehlenbeck Center outdoor pool through an existing contract with BuyBoard be pulled.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:18 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
April 23, 2012

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Paige Mims, Deputy City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, April 23, 2012, at 7:01 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Reverend Janet Collinsworth of St. Andrew United Methodist Church led the invocation and Mayor Dyer led the Pledge of Allegiance.

PROCLAMATIONS & SPECIAL RECOGNITION

Mayor Dyer recognized Annual National Volunteer Month and Libby McCabe, the 2012 VIP Supervisor.

COMMENTS OF PUBLIC INTEREST

Matt Lagos, citizen of the City, spoke to the need for the Council to lead the City through changes.

CONSENT AGENDA

Upon the request of Staff, Consent Agenda Item “C” was pulled and held.

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

Approval of Minutes (Consent Agenda Item “A”)
April 9, 2012

Approval of Expenditures

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

Bid No. 2012-129-C for a one (1) year contract with three (3) City optional renewals for Neighborhood Park Litter Services for the Parks Department to Northstar Facility Services, Inc., in the estimated annual amount of \$63,050 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Purchase from an Existing Contract

To approve the purchase in the amount of \$67,937 from Sunbelt Pools for re-plastering the Tom Muehlenbeck Center outdoor pool through an existing contract with BuyBoard; authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 370-11) (Consent Agenda Item “C”) (Pulled and held)

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

To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC, in the amount of \$178,233 for Lower White Rock Creek Basin Infiltration/Inflow Analysis Project No. 6228; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

To approve a Landscape Architecture Services Agreement by and between the City of Plano and David T. Retzsch Design, LLC, in the amount of \$70,250 for design services for Sunset Park and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Approval of Change Order

To Crossland Construction Company decreasing the contract by \$95,000 for Fire Station 13, Change Order No. 2; original Bid No. 2010-123-B. (Consent Agenda Item “F”)

Adoption of Resolutions

Resolution No. 2012-4-11(R): To repeal Resolution No. 2005-9-5(R) and designating a certain area within the City of Plano as Neighborhood Empowerment Zone No. 1; establishing the boundaries of such a zone; providing for waiving of certain development and building fees; and providing an effective date. Applicant: City of Plano (Consent Agenda Item “G”)

Resolution No. 2012-4-12(R): To approve the purchase of services from Redflex Traffic Systems, Inc., a sole source provider, for existing and new equipment for the Red Light Photo Enforcement system in the amount of \$4,877 per approach; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement; and providing an effective date. (Consent Agenda Item “H”)

Adoption of Ordinances

Ordinance No. 2012-4-13: To amend Sections 21-53 through 21-60.2 of Article II, Division 4, Drought Contingency Plan, of Chapter 21, Utilities of the Code of Ordinances of the City of Plano to identify the authority of the City to declare drought and emergency stages and applicable requirements, correct error and inconsistencies, and providing a penalty clause, a savings clause, a severability clause, a repealer clause, a publication clause and an effective date. (Consent Agenda Item “I”)

END OF CONSENT

Ordinance No. 2012-4-14: To amend Ordinance No. 79-6-10 to reduce the percentage of gross receipts for the sale of food for certain private club permittees and changing the references to the current provisions of the Zoning Ordinance; providing a severability clause and an effective date. Applicant: City of Plano (Regular Agenda Item “1”)

Director of Planning Jarrell spoke to the Council’s recent amendments to private club regulations contained in the Zoning Ordinance which necessitate an update to Ordinance No. 79-6-10. She advised that the proposed ordinance reflects the change in the food-to-beverage ratio requirement and the current provisions of the Zoning Ordinance related to private clubs, but contains no changes to the annual audit procedures. Ms. Jarrell reviewed the procedures: each private club permit holder must submit an annual audit by April 1; if a private club holder does not submit the audit, the City may select and engage a CPA to perform the audit at the permit holder’s expense; audits are presented to the City Council for consideration to determine compliance; and the Council may establish a six-month probation period for permit holders whose operations are non-compliant, or begin proceedings to revoke the specific use permit. She advised that the Finance Department will receive and review the annual audits and that the ordinance also contains language which would allow the Council to immediately suspend operation of the private club. Ms. Jarrell advised that the City does not have the authority to suspend or revoke a state-issued permit and spoke to specific use permits which are issued to property rather than a specific operator.

Upon a motion made by Mayor Pro Tem Miner and seconded by Deputy Mayor Pro Tem Smith, the Council voted 8-0 to amend Ordinance No. 79-6-10 to reduce the percentage of gross receipts for the sale of food for certain private club permittees and changing the references to the current provisions of the Zoning Ordinance and further to adopt Ordinance No. 2012-4-14.

Public Hearing and adoption of Ordinance No. 2012-4-15 to amend the Land Use Element of the Comprehensive Plan originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano (Tabled – April 9, 2012) (Regular Agenda Item “2”)

Upon a motion made by Council Member Dunlap and seconded by Mayor Pro Tem Miner, the Council voted 8-0 to remove the item from the table.

Ordinance No. 2012-4-15 (cont'd)

Director of Planning Jarrell spoke regarding tabling of proposed amendments to the Land Use Element in order to receive additional public comment. She spoke to the Comprehensive Plan used as a guide for development and growth and including policies to assist elected and appointed officials and staff with making decisions pertaining to land use development. Ms. Jarrell spoke to property owners, developers, businesses and residents reliance upon the plan, its flexibility and role as the foundation for regulations such as the Zoning Ordinance. She reviewed recommendations: (language revised after April 9, 2012 is underlined)

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services. Ms. Jarrell spoke to expansion of the review, advising that the City has traditionally evaluated zoning requests based on infrastructure.
2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete new neighborhood or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e. senior housing) could be an exception if the surrounding land uses are compatible. Ms. Jarrell spoke to mid-rise development along major expressway corridors, as part of an urban center, or for small infill areas. She spoke to this form of development reducing the land area of footprints, thus leaving property to accommodate other uses and referenced construction costs (steel/concrete) which would result in higher rental rates or sales prices.
3. The 1,200-foot setback for residential uses from the centerline of State Highway 121 should be retained, and applied to the Dallas North Tollway, State Highway 190/President Bush Turnpike, and U.S. Highway 75. Factors including topography, creeks, vegetation, and existing development patterns should be considered in applying this standard.
4. No new low-rise multifamily development less than five stories in height should be allowed south of Tennyson Parkway, along the Dallas North Tollway (DNT) between Communications Parkway and Parkwood Boulevard. However, mid-rise multifamily development (5 to 12 stories) may be considered by specific use permit (SUP) in this corridor. Ms. Jarrell spoke to the demand for commercial development and corporate relocation along the DNT and preserving land for these types of uses. She advised that Windhaven Parkway could be considered as the southern boundary.
5. New multifamily zoning should require a minimum density of 40 dwelling units per acre on the project site. Phased development should have a minimum average density of 40 dwelling units per acre. However, no phase having less than 40 units per acre may be constructed, unless preceded by or concurrently built with a phase which maintains the minimum 40 dwelling units for the overall project. Additionally, mid-rise multifamily development and neighborhood mixed-use zoning districts could be exceptions to this minimum density requirement.

Ordinance No. 2012-4-15 (cont'd)

Ms. Jarrell spoke to mixed-use and urban centers providing walkable areas, a variety of uses and requiring diversity/density. She reviewed three potential locations (Collin Creek Mall, Parker Road Station and Park Boulevard/Preston Road) and referenced the variety of housing types (apartments, condos, townhomes) that may be developed through phasing.

6. Establish two new zoning districts - an urban mixed-use district and neighborhood mixed-use district. An option to allow mid-rise residential buildings (5 to 12 stories) by specific use permit should be available in major corridors (State Highway 121, Dallas North Tollway, State Highway 190/President Bush Turnpike, and U.S. Highway 75) and in urban mixed-use districts where designated as appropriate in the Comprehensive Plan.

Mayor Dyer opened the Public Hearing. Rick Fambro stated concern regarding the requirement for connectivity between residential subdivisions and spoke to letting the market direct changes in land use. Shula Netzer spoke to utilizing zoning categories as guidelines and to reviewing each request independently in conjunction with the needs of the market. Robbie Robinson spoke to retaining commercial zoning in the area of The Shops at Legacy, citing the areas' economic impact and benefits. Robert Miller, representing the Dallas North Estates Homeowners Association and Plano Homeowners Council stated concern regarding the increase in the percentage of multi-family units in the City and spoke to ensuring that mixed-use guidelines are followed. Lucio A. Peña of Billingsley Development Company, provided examples of mixed-use development in Austin Ranch and advised that the overall average is 32 units per acre. He responded to the Council, advising that these products are four-story wood frame and stated that current costs do not justify building above five stories in the current market. Owen Haggard spoke in support of 5-12 story residential units along the DNT from Tennyson Parkway south to Windhaven Parkway as recommended. No one else spoke for or against the request. The Public Hearing was closed.

Council Member Duggan stated concern that the 1,200 foot setback would be an obstacle for some developers and spoke regarding homes that may be impacted by 5-12 story residential units along the DNT. He stated support for the Windhaven Parkway boundary. Ms. Jarrell responded to the Council regarding single-family development setbacks and spoke to other municipalities that have 1,200 foot setbacks along highways. She spoke to the goal to preserve land in major corridors for commercial uses. Council Member Gallagher stated support for flexibility and guidelines and the Windhaven Parkway boundary. He spoke to the various filters offered by Staff, the Commission and Council in reviewing requests and stated support for retaining commercial uses at The Shops at Legacy. Mayor Dyer spoke to enforcing the recommendations of the Comprehensive Plan while retaining the flexibility to make changes when appropriate. He stated support for the Windhaven Parkway boundary.

Council Member Dunlap stated his concern that the recommendations combine guidelines for mid-rise and high-rise, rather than separating the two. He spoke to different areas in the City that would be appropriate for each use and to the Council moving away from garden-style apartments toward high-rise units that attract smaller households and do not heavily impact infrastructure or school enrollment. Mr. Dunlap spoke to the lack of necessity for a 1,200 foot required setback on commercial corridor properties as structures are developed to mitigate related issues and in support of the Windhaven Parkway boundary.

Ordinance No. 2012-4-15 (cont'd)

Deputy Mayor Pro Tem Smith stated support for the Windhaven Parkway boundary and spoke to discouraging multi-family development at The Shops at Legacy. Ms. Jarrell advised that the recommendation for mid-rise development is a result of efforts to incorporate some allowance for residential uses in the commercial corridor areas. She spoke to the critical nature of future decisions with 8% of land undeveloped, the long-term vision of the Comprehensive Plan, and the potential for mid-rise development sometime in the future. Council Member Dunlap spoke to striking reference to 12 stories in order to achieve height. Council Member Harris spoke in support of the Windhaven Parkway boundary, review by the Commission and retaining flexibility to review each request. Council Member Davidson spoke in support of the guidelines offered and layers in place to produce the desired outcomes and protect the Legacy corridor.

A motion was made by Council Member Harris and seconded by Mayor Pro Tem Miner to amend the Land Use Element of the Comprehensive Plan originally adopted by Resolution No. 86-11-22(R) as recommended by the Planning and Zoning Commission with revision utilizing Windhaven Parkway as the southern boundary for low-rise residential multifamily development along the Dallas North Tollway. The Council voted 6-2 with Council Members Dunlap and Duggan voting in opposition. The motion carried.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 8:12 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | | |
|---|----------------|---|--|-------------------------|-------------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 05/14/2012 | | | |
| Department: | | Public Works Administration / David Falls | | | |
| Department Head | | Gerald Cosgrove | | | |
| Agenda Coordinator (include phone #): | | Kim McFarland (972-769-4109) | | | |
| CAPTION | | | | | |
| <i>Award of Bid No. 2012-131-B, for the 2011-2012 Arterial Concrete Pavement Rehab, Park Boulevard – Plano Parkway to Coit Road, Project No. 6192 to Jorgensen Associates, Inc. in the amount of \$781,396 and authorizing the City Manager or his authorized designee to execute all necessary documents.</i> | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2011-12 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 3,165,521 | 6,065,521 | 2,500,000 | 11,731,042 |
| Encumbered/Expended Amount | | -3,165,521 | -2,051,558 | 0 | -5,217,079 |
| This Item | | 0 | -781,396 | 0 | -781,396 |
| BALANCE | | 0 | 3,232,567 | 2,500,000 | 5,732,567 |
| FUND(S): CAPITAL RESERVE CIP | | | | | |
| <p>COMMENTS: Funds are included in the FY 2011-12 Capital Reserve CIP. This item, in the amount of \$781,396, will leave a current year balance of \$3,232,567 for the Arterial Concrete Repair and Pavement Joint & Crack Sealing projects.</p> <p>STRATEGIC PLAN GOAL: Repair of concrete paving and concrete sidewalk along Park Boulevard between Plano Parkway and Coit Road relate to the City's Goal of Financially Strong City with Service Excellence</p> | | | | | |
| SUMMARY OF ITEM | | | | | |
| <p>Staff recommends the bid for the 2011-12 Arterial Concrete Pavement Rehab Park Boulevard – Plano Parkway to Coit Road to Jorgensen Associates, Inc., in the amount of \$781,396.40, for Alternate No. 1 (Cement with Nitrogen Oxides <1.7#Nitrogen Oxides/Ton of Clinker) which is within 5% of the base bid be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the repair of 9,478 SY of concrete paving and 10,952 SF of concrete sidewalk along Park Boulevard between Plano Parkway and Coit Road.</p> <p>The secondary vendor being recommended is Jerusalem Corporation, in the amount of \$792,041.40.</p> <p>Engineer's estimate for this project is \$941,364.</p> | | | | | |
| List of Supporting Documents: Bid Recap; Location Map | | | Other Departments, Boards, Commissions or Agencies | | |

CITY OF PLANO

Bid No. 2012-131-B

**2011-12 Arterial Concrete Pavement Rehab Park Boulevard – Plano Parkway
to Coit Road Project No. 6192**

Bid Recap

Bid opening Date/Time: March 30, 2012 @ 3:00PM

Number of Vendors Notified: 1778

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 5

| Vendor Name | Base Bid | Alternate No. 1 |
|--------------------------------|-----------------|------------------------|
| Jorgensen Associates, Inc. | \$781,396.40 | \$781,396.40 |
| Jerusalem Corp. | \$792,041.40 | \$792,041.40 |
| Admiral Concrete Paving Corp | \$873,513.34 | \$873,513.34 |
| Jet Underground Utilities Inc. | \$841,620.50 | \$841,620.50 |
| Jim Bowman Construction Co. LP | \$958,765.10 | \$958,765.10 |

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Jorgenson Associates

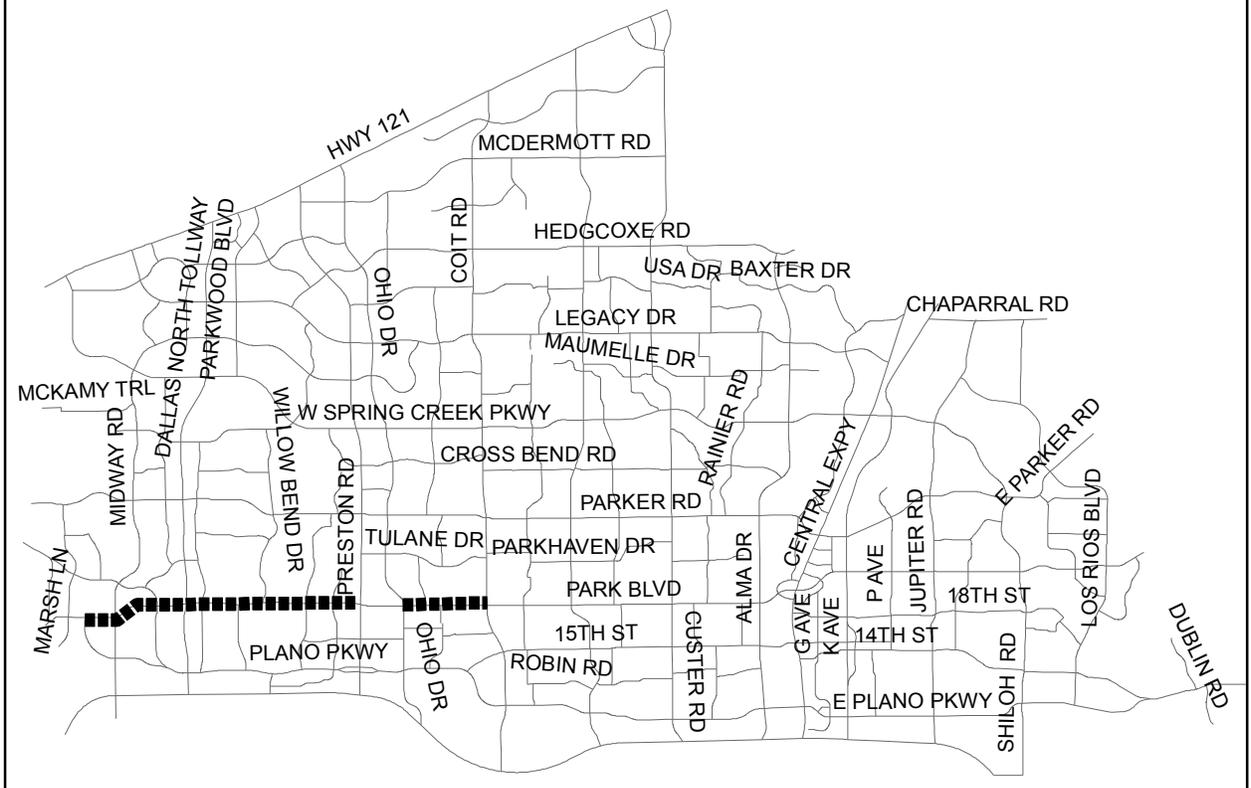
Nancy Corwin

Nancy Corwin, Sr. Buyer

March 30, 2012

Date

LOCATION MAP





**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | |
|--|--------------------|
| CITY SECRETARY'S USE ONLY | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | |
| Council Meeting Date: | 05/14/12 |
| Department: | Public Works |
| Department Head: | Gerald P. Cosgrove |
| Agenda Coordinator (include phone #): Linda Sweeney (7157) Project No. 5851 | |

CAPTION

Bid No. 2012-167-B for Ridgewood Water Infrastructure Rehabilitation to RKM Utility Services, Inc., in the amount of \$2,273,522 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

| FISCAL YEAR: 2011-12 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|-----------------------------|--------------------------|-----------------|-----------------|-------------------|
| Budget | 35,324 | 2,378,676 | 0 | 2,414,000 |
| Encumbered/Expended Amount | -35,324 | -96,129 | 0 | -131,453 |
| This Item | 0 | -2,273,522 | 0 | -2,273,522 |
| BALANCE | 0 | 9,025 | 0 | 9,025 |

FUND(S): STREET IMPROVEMENT CIP & WATER CIP

COMMENTS: Funds are included in the FY 2011-12 Street Improvement CIP and Water CIP. This item, in the amount of \$2,273,522, will leave a current year balance of \$9,025 for the Ridgewood Street Reconstruction and Ridgewood Water Infrastructure Rehabilitation projects.

STRATEGIC PLAN GOAL: Ridgewood street reconstruction and water infrastructure rehabilitation relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Staff recommends the bid of RKM Utility Services, Inc., in the amount of \$2,273,521.50 for Alternate No. 1 (Cement Meets/Below TCEQ Source Cap Emission Limits), be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Jim Bowman Construction Company, LP, in the amount of \$2,843,210.26.

Engineer's estimate was \$ 2,500,000.00.

Only 2 bids were received for this project. After the project was advertised for bid, 6 contractors purchased plans of which 2 submitted bids. Plans were also provided free of charge to 3 plan rooms for free examination by prospective bidders. In addition to the 2 bidders, the consultant and City staff contacted 12 other contractors to inform them of the project.

The project consists of water line replacement, pavement repair and related improvements on the following streets, including full width roadway pavement replacement, on all or portions of some streets (numbers 2, 8, 11,12, and 15 on the list below):



CITY OF PLANO COUNCIL AGENDA ITEM

1. Hawthorne Lane - P Avenue to Magnolia Lane
2. Primrose Lane - Park Boulevard to Hawthorne Lane
3. M Avenue - 16th Street to 18th Street
4. 18th Street - M Avenue west to Post Office
5. 15th Place - N Avenue to P Avenue
6. Ridgelake Lane - Judy Drive to Ridgewood Drive
7. Westlane Place - Ridgewood Drive to cul-de-sac
8. Eastlane Place - Ridgewood Drive to cul-de-sac
9. Eastcreek Place - cul-de-sac at east end
10. Westcreek Place - cul-de-sac at west end
11. Westport Place - Ridgewood Drive to cul-de-sac
12. Eastport Place - Ridgewood Drive to cul-de-sac
13. Eastvale Place - Ridgewood Drive to cul-de-sac
14. Westvale Place - cul-de-sac at west end
15. Westglen Place - Ridgewood Drive to cul-de-sac
16. Eastglen Place - Ridgewood Drive to cul-de-sac

List of Supporting Documents:
Location Maps, Bid Summary

Other Departments, Boards, Commissions or Agencies
N/A

CITY OF PLANO

**BID NO. 2012-167-B
RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION - PROJECT
NO. 5851
BID RECAP**

Bid opening Date/Time: April 23, 2012 @ 3:00 PM

Number of Vendors Notified: 1579

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 2

| | Total Base Bid | Alt #1 Total Bid |
|-----------------------------------|-----------------------|-----------------------|
| RKM Utility Services, Inc. | \$2,273,521.50 | \$2,273,521.50 |
| Jim Bowman Construction Co., LP | \$2,843,210.26 | \$2,843,210.26 |

Bids Evaluated Non-Responsive to Specifications: 0

Recommended Vendor(s):

RKM Utility Services, Inc. \$2,273,521.50 \$2,273,521.50

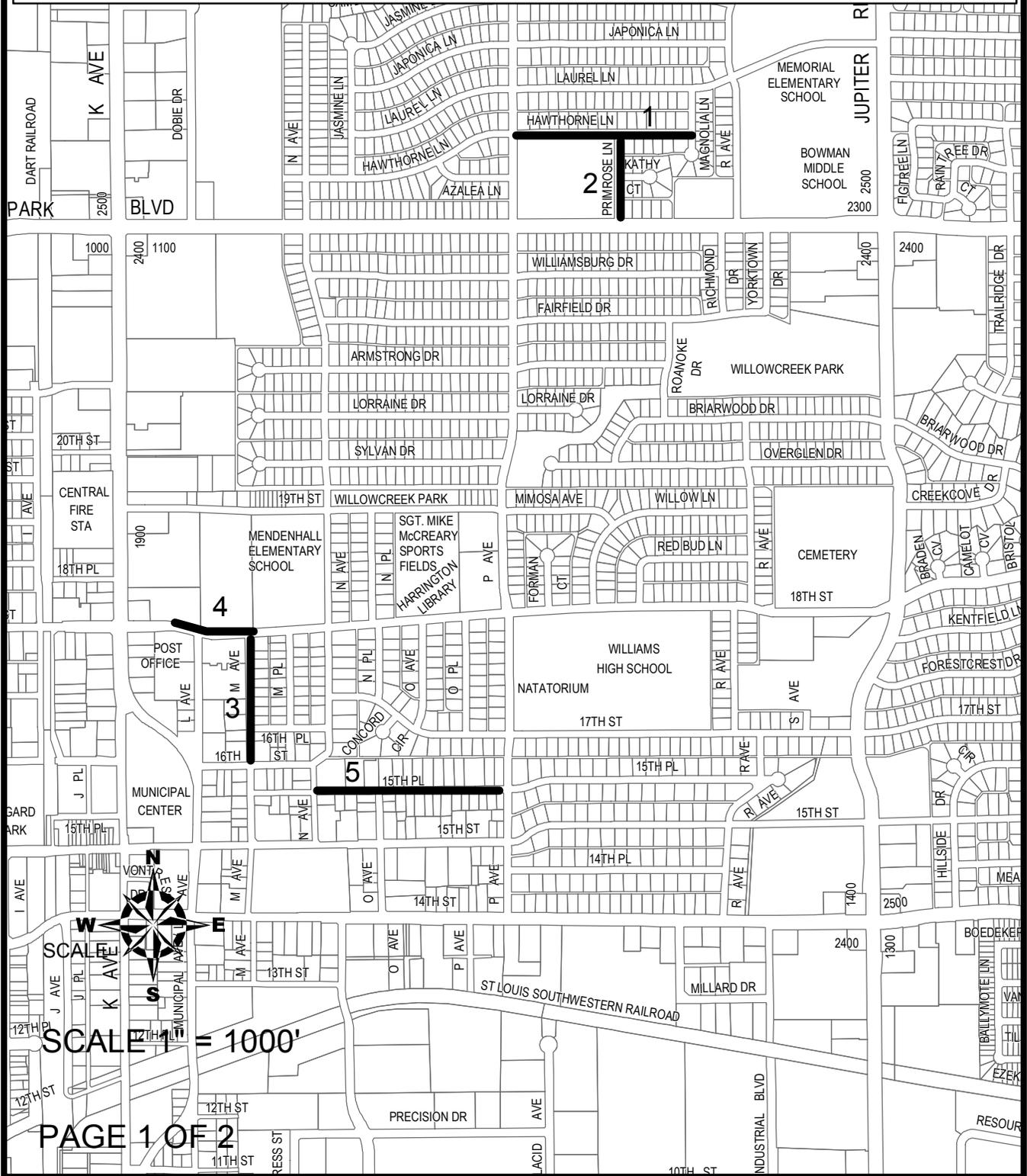
Michael Parrish

April 23, 2012

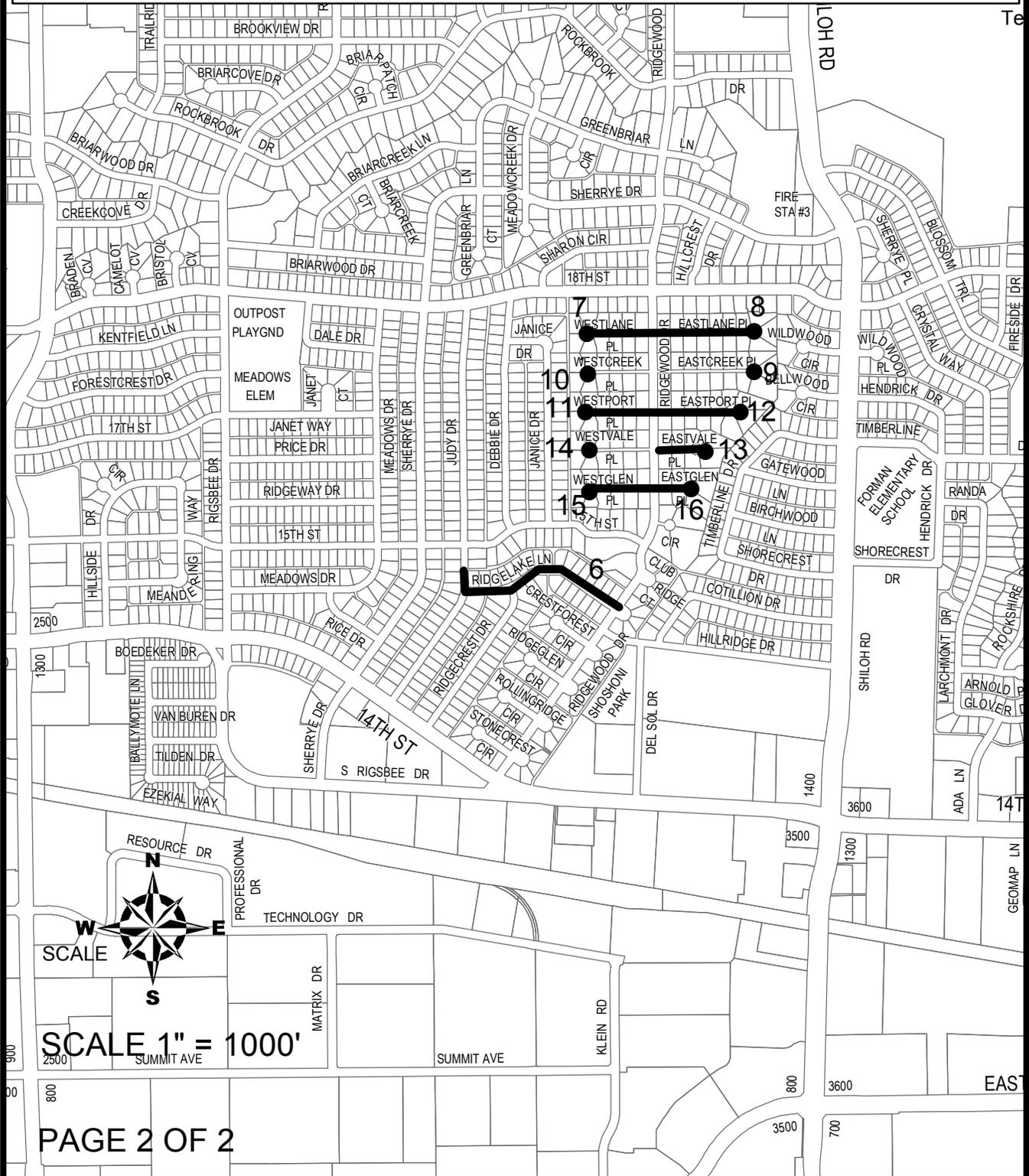
Michael Parrish, Buyer II

Date

RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION PROJECT NO. 5851



RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION PROJECT NO. 5851



SCALE 1" = 1000'



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|-------------------------|--|-----------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 5/14/12 | | |
| Department: | | Purchasing | | |
| Department Head | | Diane Palmer-Boeck | | |
| Agenda Coordinator (include phone #): Earl Whitaker x7074 | | | | |
| CAPTION | | | | |
| Bid No. 2012-141-B for the purchase of four (4) Utility Trucks for Fleet Services to be utilized by Municipal Drainage, Utility District # 1, Utility District # 2, & Signs & Markings from Baby Jack II Automotive (Caldwell Country Automotive) in the amount of \$126,403 and authorizing the City Manager to execute all necessary documents. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2011-12 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 97,000 | 0 | 97,000 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | -126,403 | 0 | -126,403 |
| BALANCE | 0 | -29,403 | 0 | -29,403 |
| FUND(s): EQUIPMENT REPLACEMENT FUND | | | | |
| <p>COMMENTS: Funds are included in the FY 2011-12 Adopted Budget to purchase Four (4) Utility Trucks for the scheduled replacements of unit #05308 Cost Center #471/Municipal Drainage, unit #04316 Cost Center #766/Utility District #1, unit #06306 Cost Center #763/Utility District #2, and an un-scheduled replacement of unit #02394 Cost Center #744/Signs and Markings. The additional funds of (\$29,403) needed for the purchase of the un-scheduled Utility Truck will be funded through savings in the Equipment Replacement Fund.</p> <p>STRATEGIC PLAN GOAL: Providing Utility Trucks for the City's Fleet Services Department relates to the City's Goal of a Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| Staff recommends the bid of Baby Jack II Automotive (Caldwell Country Automotive) in the amount of \$126,403 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Department to be utilized by Municipal Drainage, Utility District #1, Utility District #2, & Signs and Markings (2012-141-B). | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Award Memo, Bid Recap | | | N/A | |



MEMORANDUM

Date: April 30, 2012
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: FY 11-12 Utility Truck Purchase Recommendation

After review of all bids received on City of Plano Bid #2012-141-B it is the recommendation of Fleet Services to purchase line items 2,3,4 and 5 from Baby Jack II Automotive (Caldwell Country Automotive), the lowest responsive, responsible bidder meeting specifications, in the amount of \$126,403.00. Line item 1 will not be awarded due to an ambiguity in the specifications for that line item.

These vehicles are for the replacement of the following vehicles:

Item 2 Replaces unit 05308 in Cost Center 471/Municipal Drainage.

Item 3 Replaces unit 06306 in Cost Center 763/Utility District #2.

Item 4 Replaces unit 04316 in Cost Center 766/ Utility District #1.

Item 5 Replaces unit 02394 in Cost Center 744/Signs and Markings.

All the above are Crew Trucks utilized to transfer crew members, tools, generators, parts and supplies to specific maintenance locations as assigned. If any are not replaced, our production and emergency response would suffer due to not being able to get the crews and necessary equipment to a job site in a timely manner.

Items 2, 3 and 4 are scheduled replacements in the approved FY11-12 Equipment Replacement Fund. Equipment replacement is analyzed based of age, mileage, maintenance cost and re-sale value in determining the need for replacement. These trucks are from 6-10 years old and all above 100,000 miles. History tells us when the age of vehicles reaches 6 years and the mileage is greater than 100,000 miles the cost for maintenance increases greatly. Fleet Services recommendation is based on the Equipment Replacement criteria for these types of vehicles.

Item 5 was scheduled for replacement in FY12-13 however due to high maintenance cost and usage Fleet Services recommends the replacement now.

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

CITY OF PLANO
BID NO. 2012-141-B
3/4 & 1 TON PU TRUCKS W/UTILITY BODIES
BID RECAP

Bid opening Date/Time: March 27, 2012 @ 2:00 pm

Number of Vendors Notified: 458

Vendors Submitting "No Bids": 0

Number of Bids Non-Responsive: 3

Number of Bids Submitted: 6

| | |
|---|--------------|
| Baby Jack II Automotive (Caldwell Country Automotive) | \$126,403.00 |
| Reliable Chevrolet | \$126,611.00 |
| Meador Dodge Chrysler Jeep (*vendor submitted partial-bid) | \$ 31,577.00 |

Recommended Vendor:

| | |
|---|--------------|
| Baby Jack II Automotive (Caldwell Country Automotive) | \$126,403.00 |
|---|--------------|

Earl S. Whitaker

Earl S. Whitaker
Buyer Supervisor

April 30, 2012

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | |
|--|---|
| CITY SECRETARY'S USE ONLY | |
| <input type="checkbox"/> Consent | <input type="checkbox"/> Regular <input type="checkbox"/> Statutory |
| Council Meeting Date: | 5/14/2012 |
| Department: | Purchasing |
| Department Head | Diane Palmer-Boeck |
| Agenda Coordinator (include phone #): Dianna Wike x7549 | |

CAPTION

RFP No. 2012-119-C for a one (1) year contract with four (4) optional one year renewals for the purchase of Professional Audit Services to KPMG LLP, in the expected annual amount of \$154,000, and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

| FISCAL YEAR: 2012-13 thru 2016-17 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|--|--------------------------|-----------------|-----------------|-----------------|
| Budget | 0 | 0 | 810,000 | 810,000 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | -810,000 | -810,000 |
| BALANCE | 0 | 0 | 0 | 0 |

FUND(s): GENERAL FUND; 115 TRUST FUND; RETIREMENT SECURITY PLAN

COMMENTS: This item approves price quotes for a one-year contract with four one-year renewals. Expenditures will be made within the approved budget appropriations for each year of the contract. For FY 2012-13, the expected break-out will be: \$123,000 (General Fund); \$10,000 (115 Trust Fund); and \$21,000 (Retirement Security Plan). The expected cost in future years is FY 2013-14 \$158,000; FY 2014-15 \$162,000; FY 15-16 \$166,000; and FY 2016-17 \$170,000.

STRATEGIC PLAN GOAL: Hiring of outside auditors relates to the City's goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Staff recommends the proposal of KPMG LLP, in the expected annual amount of \$154,000, be accepted as the best value conditioned on the timely execution of necessary contract documents for Professional Audit Services. The audits are required by our bondholders and other regulations.

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

MEMO

TO: PURCHASING DEPARTMENT
FROM: ANDREA COCKRELL, CONTROLLER
DATE: APRIL 13, 2012
RE: **AWARD RECOMMENDATION
RFP No. 2012-119-C
RFP FOR PROFESSIONAL AUDIT SERVICES**

It is the recommendation of the City to award **2012-119-C RFP for Professional Audit Services**, to KPMG LLP (KPMG) in the amount of \$154,000 for the first year. The contract is 1 year with four optional renewal years. The incremental increases for years 2014 – 2018, should they be renewed, are \$4,000 per year.

KPMG appears capable of meeting the requirements of the aforementioned **Financial Statement & Single audit, Retirement Security Plan Audit and 115 Trust Audit**. The audits are required by our bondholders and other regulations; therefore, there is no option of not awarding to a vendor. As stated in the proposal documentation, this contract is to be awarded in accordance with the evaluation criteria stated herein the proposal packet.

The Evaluation Committee reviewed each proposal and applied technical scoring to all nine (9) proposals received. Each committee member rated the nine firms independently without reviewing the cost of the service. The final scores were discussed amongst the Evaluation Committee and a final overall score was given to each firm. Based upon the overall scores, KPMG scored the highest. Although KPMG was not the lowest cost, they scored high in experience and audit approach which gave them the highest score, coupled with a low cost.

The Recommendation of Award based on the Overall Weighted Score is to KPMG.

CITY OF PLANO

RFP NO. 2012-119-C RFP FOR PROFESSIONAL AUDIT SERVICES

RFP opening Date/Time: March 28, 2012 at 3:00 PM

Number of Vendors Notified: 676

Vendors Submitting "No Bids": 0

Number of Proposals Submitted: 9

| | |
|--|-----------|
| ALLEN, GIBBS & HOULIK, L.C. | \$123,715 |
| BKD, LLP | \$134,150 |
| WEAVER AND TIDWELL, LLP dba WEAVER NULL-LAIRSON, P.C. | \$148,940 |
| NULL-LAIRSON, P.C. | \$152,905 |
| KPMG LLP | \$154,000 |
| GRANT THORNTON LLP | \$154,755 |
| MCGLADREY & PULLEN, LLP | \$164,275 |
| CROWE HORWATH LLP | \$167,026 |
| DELOITTE & TOUCHE LLP | \$210,650 |

Proposals Received – Not Considered: 0

Recommended Vendor(s):

KPMG LLP \$154,000

Dianna Wike

April 11, 2012

Dianna Wike, Contract Specialist

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | |
|--|--------------------|
| CITY SECRETARY'S USE ONLY | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | |
| Council Meeting Date: | 05/14/12 |
| Department: | Public Works |
| Department Head: | Gerald P. Cosgrove |
| Agenda Coordinator (include phone #): Linda Sweeney (7157) | |
| Project No. 6072 | |

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and VRX, Inc., in the amount of \$71,400, for the Drainage Study – Spring Creek Parkway, Ranch Estates & Los Rios Addition project and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

| FISCAL YEAR: 2011-12 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|-----------------------------|--------------------------|-----------------|-----------------|----------------|
| Budget | 0 | 75,000 | 0 | 75,000 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | -71,400 | 0 | -71,400 |
| BALANCE | 0 | 3,600 | 0 | 3,600 |

FUND(S): MUNICIPAL DRAINAGE CIP

COMMENTS: Funds are included in the FY 2011-12 Municipal Drainage CIP. This item, in the amount of \$71,400, will leave a current year blance of \$3,600 for the Spring Creek Parkway, Ranch Estates & Los Rios Addition project.

STRATEGIC PLAN GOAL: A Drainage Study for Spring Creek Parkway, Ranch Estates & Los Rios Addition relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This agreement is for engineering services for the Drainage Study – Spring Creek Parkway, Ranch Estates & Los Rios Addition project to include providing a topographic survey, drainage analysis of the existing drainage conditions and recommendations for improvements at the following five locations in the City of Plano:

- Spring Creek Parkway – From Rainier Road to Green Oaks Drive, along the westbound lanes.
- Spring Creek Parkway – Brougham Lane to Mission Ridge Road, along the westbound lanes.
- Ranch Estates – Ranch Estates Drive from San Gabriel Drive to Merriman Drive, Ranch Estates Circle, and at the rear of Lots 6 thru 11.
- Plano Parkway – From the intersection with Data Drive 1,200 feet east, along the westbound lanes.
- Los Rios Addition, Phase I – The alley drainage and collection system between Los Rios Boulevard and Fresno Road within this subdivision.

The contract fee is for \$71,400.00 and is detailed as follows:



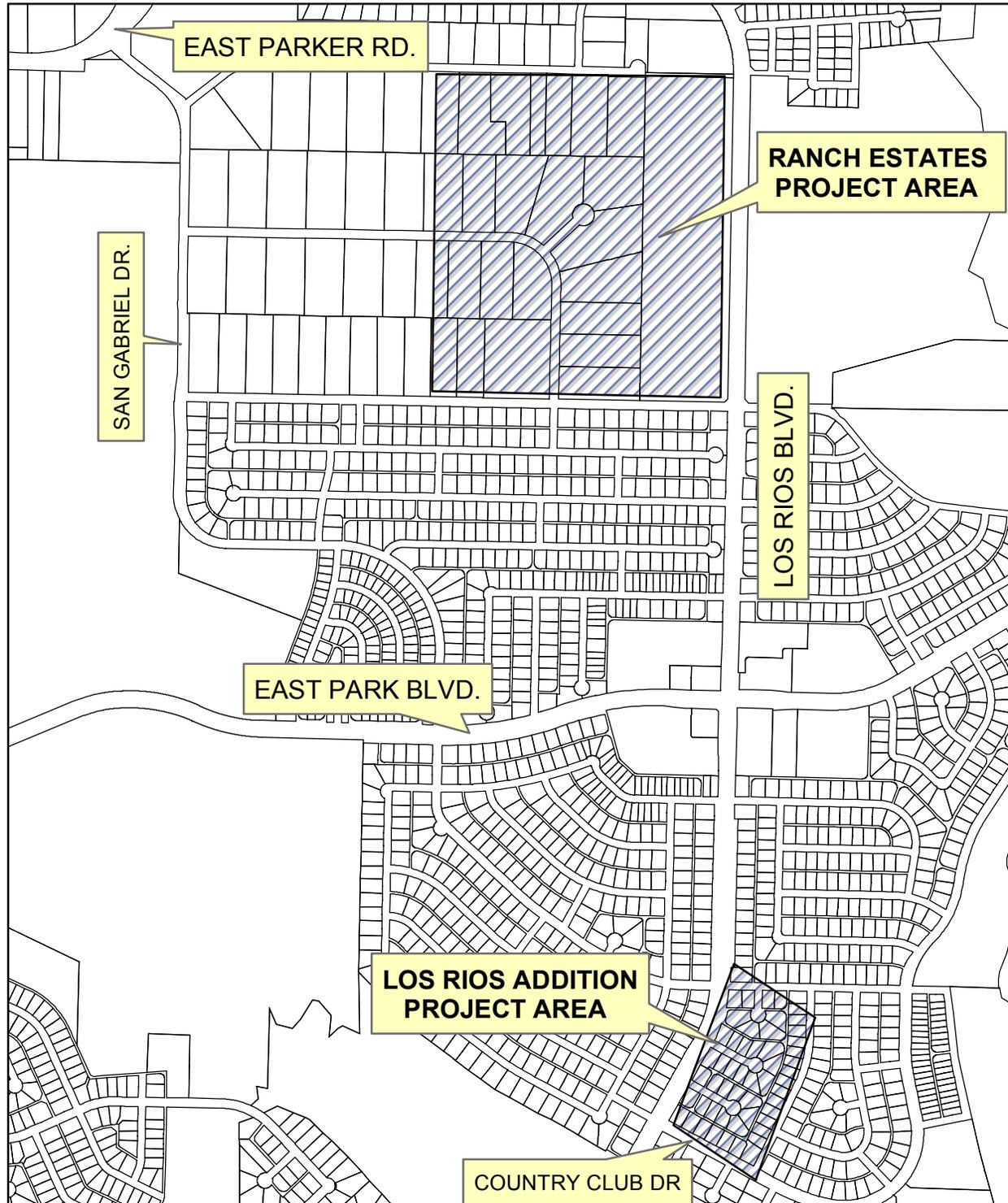
**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | |
|----------------------|-----------------|
| Engineering Analysis | \$ 19,186 |
| Surveying | \$ 49,850 |
| Direct Expenses | \$2,364 |
| TOTAL | \$71,400 |

| | |
|--|---|
| List of Supporting Documents: Location Maps; Engineering Services Agreement | Other Departments, Boards, Commissions or Agencies N/A |
|--|---|

DRAINAGE STUDY - SPRING CREEK PARKWAY, RANCH ESTATES & LOS RIOS ADDITION

PROJECT No. 6072



CITY OF PLANO
PUBLIC WORKS ENGINEERING DIVISION

1,000 500 0 1,000 Feet

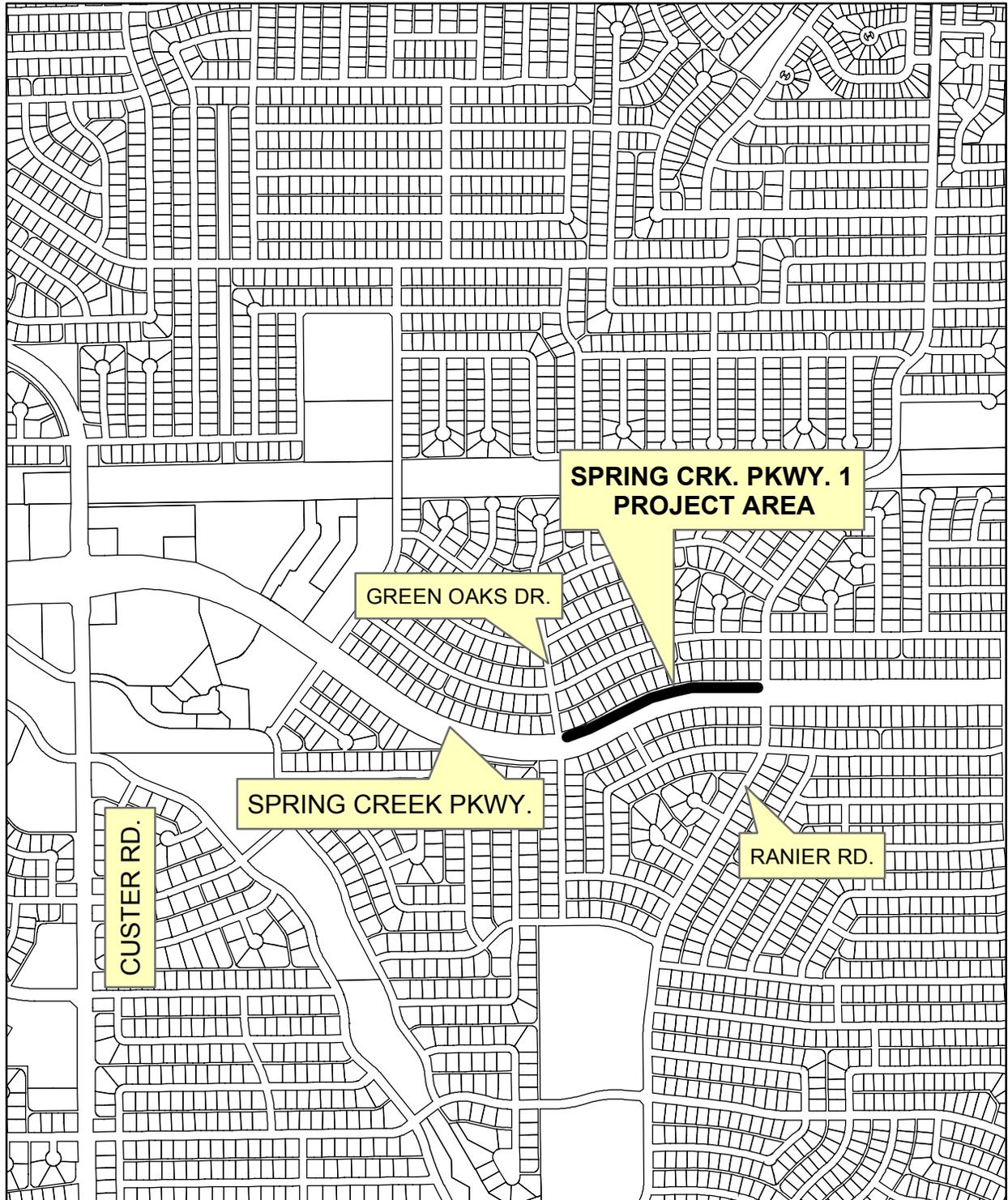


1 inch = 1,000 feet



DRAINAGE STUDY - SPRING CREEK PARKWAY, RANCH ESTATES & LOS RIOS ADDITION

PROJECT No. 6072



CITY OF PLANO
PUBLIC WORKS ENGINEERING DIVISION

1,000 500 0 1,000 Feet

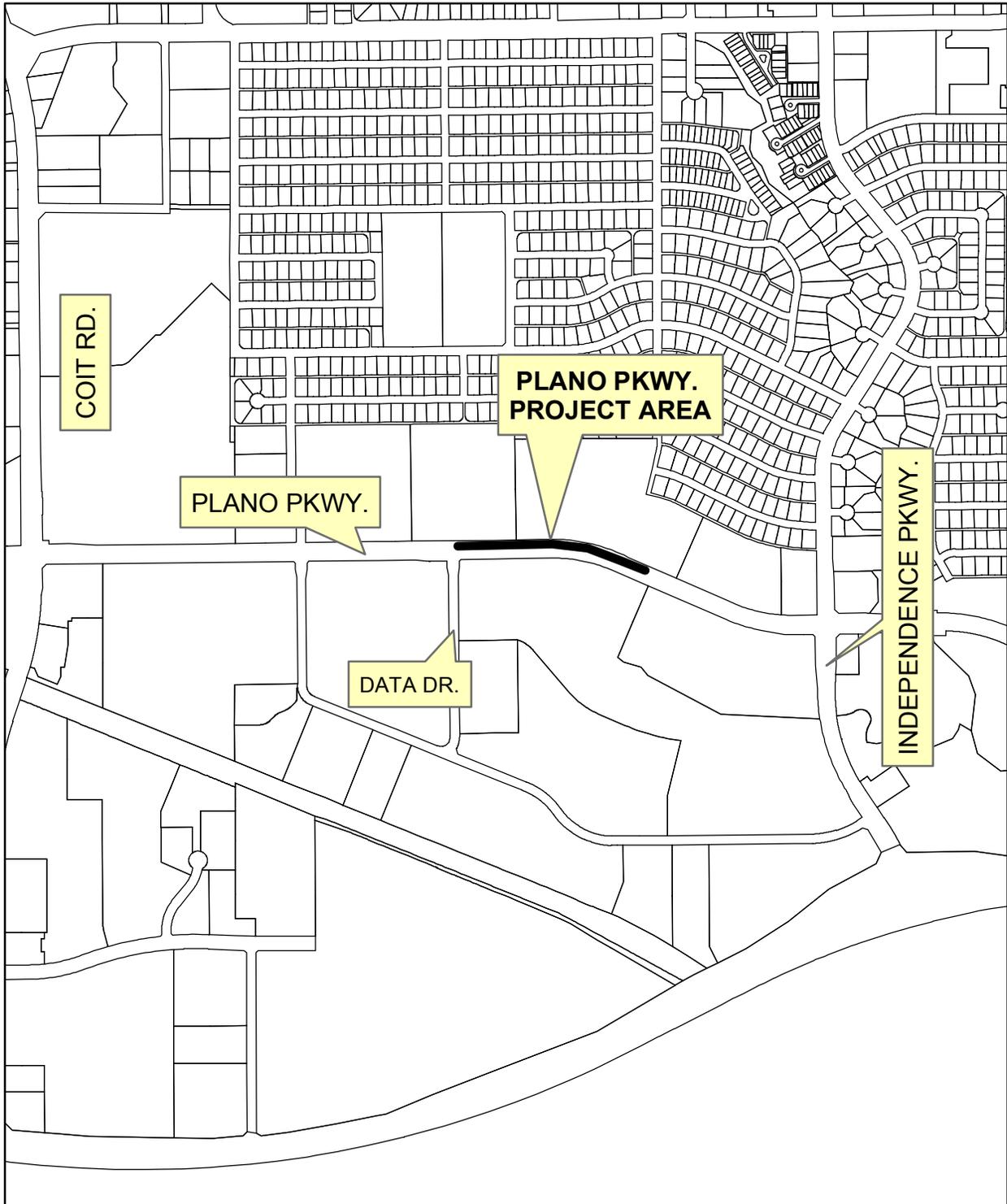


1 inch = 1,000 feet



DRAINAGE STUDY - SPRING CREEK PARKWAY, RANCH ESTATES & LOS RIOS ADDITION

PROJECT No. 6072



CITY OF PLANO
PUBLIC WORKS ENGINEERING DIVISION

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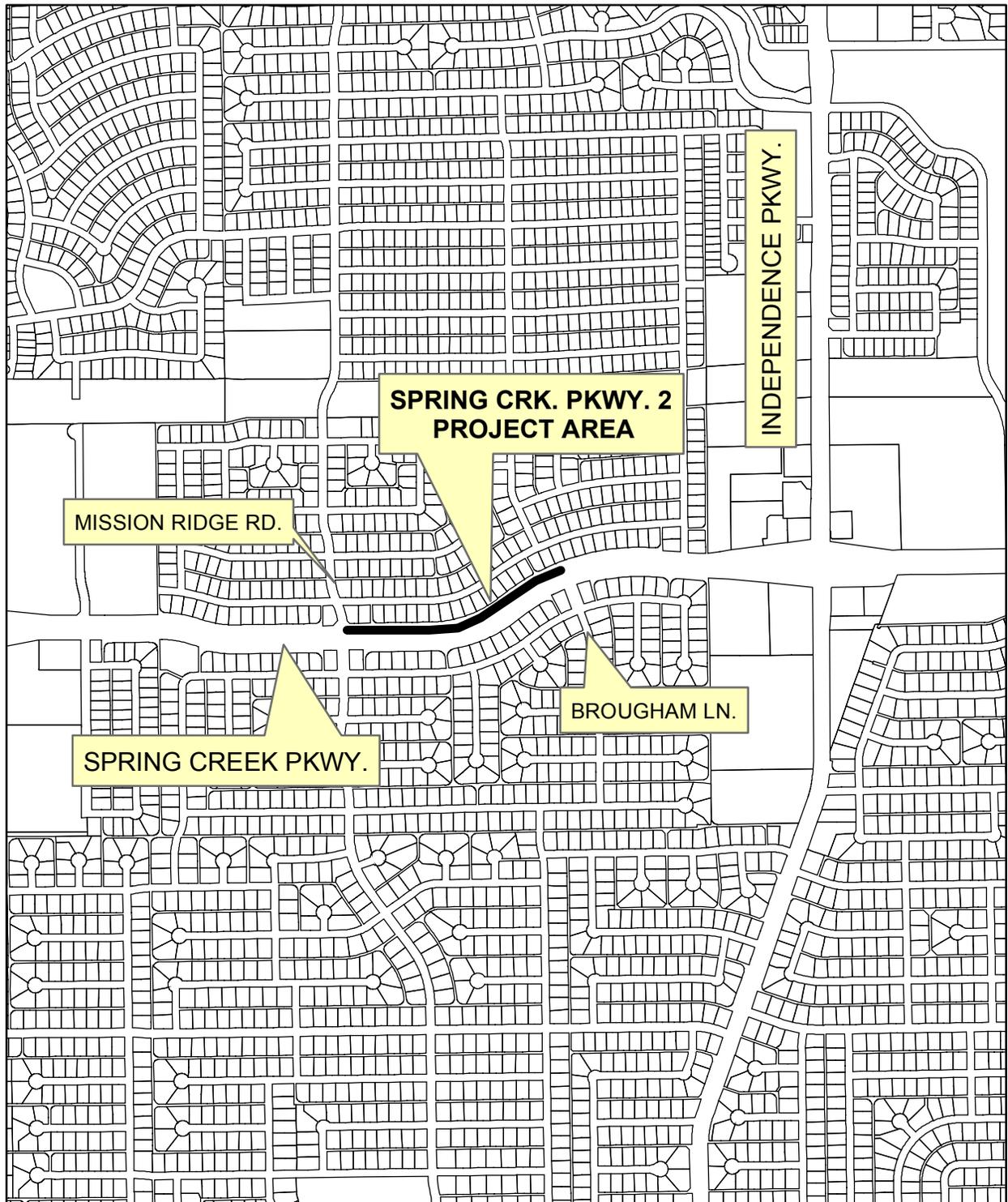


1 inch = 1,000 feet



DRAINAGE STUDY - SPRING CREEK PARKWAY, RANCH ESTATES & LOS RIOS ADDITION

PROJECT No. 6072



CITY OF PLANO
PUBLIC WORKS ENGINEERING DIVISION

1,000 500 0 1,000 Feet



1 inch = 1,000 feet



**DRAINAGE STUDY – SPRING CREEK PARKWAY,
RANCH ESTATES & LOS RIOS ADDITION**

PROJECT NO. 6072

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **VRX, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", 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 Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **DRAINAGE STUDY – SPRING CREEK PARKWAY, RANCH ESTATES & LOS RIOS ADDITION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Public Works Department, Suite 250
P.O. Box 860358
Plano, TX 75086-0358
Attn: Lee D. Stimpson

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

VRX, Inc.
2500 N. Dallas Parkway, Suite 450
Plano, TX 75093
Attn: Jon C. King

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

VRX, INC.
A Texas Corporation

DATE: APRIL 18, 2012

BY: 
Noelle Ibrahim, P.E.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

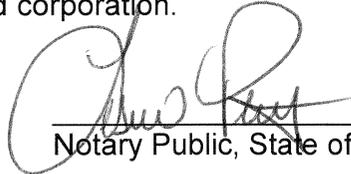
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 18th day of April, 2012, by **NOELLE IBRAHIM, P.E., PRESIDENT** of **VRX, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**EXHIBIT A
SCOPE OF SERVICES**

**DRAINAGE STUDY -
SPRING CREEK PARKWAY, RANCH ESTATES &
LOS RIOS ADDITION
PROJECT NUMBER 6072
CIP NUMBER 26-71131**

PROJECT DESCRIPTION:

Provide a topographic survey, drainage analysis of the existing drainage conditions and recommendations for improvements at the following five locations in the City of Plano:

- Spring Creek Parkway – From Rainier Road to Green Oaks Drive, along the westbound lanes.
- Spring Creek Parkway – Brougham Lane to Mission Ridge Road, along the westbound lanes.
- Ranch Estates – Ranch Estates Drive from San Gabriel Drive to Merriman Drive, Ranch Estates Circle, and at the rear of Lots 6 thru 11.
- Plano Parkway – From the intersection with Data Drive 1200 feet east, along the westbound lanes.
- Los Rios Addition, Phase I – The alley drainage and collection system between Los Rios Boulevard and Fresno Road within this subdivision.

A. Research and Data Collection

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, aerial topography information, GIS data, and other information available for the project areas.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through of each area.
3. This project shall be designed in accordance with the following:
City of Plano:
 - Geodetic Monumentation Manual
 - Manual for Right-of-Way Management
 - Storm Drainage Design Manual
 - Standard Construction Details Survey –
4. Topographic Surveys shall include:
 - Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
 - Establish horizontal and vertical project control monumentation.
 - Within the survey limits tie property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all

other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. OnCor Elec., Verizon Telephone, Atmos Gas, Etc.). Data shall be provided at no more than 25 feet apart.

- Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the analysis.

BASIC DRAINAGE ANALYSIS SERVICES:

A. Spring Creek Parkway – From Rainier Road to Green Oaks Drive

1. Perform topographic survey on the westbound lanes from back of curb to back of curb within the limits indicated.
2. Prepare a 24" x 36" or 30" x 42" topographic map of the area surveyed at a scale of 1" = 20' and showing existing contours at a two-tenths foot interval tied to the City of Plano's existing vertical control network and benchmarks.
3. Identify areas that would appear to pond water or concentrate flow across the traffic lanes.

B. Spring Creek Parkway – Brougham Lane to Mission Ridge Road

1. Perform topographic survey on the westbound lanes from back of curb to back of curb within the limits indicated.
2. Prepare a 24" x 36" or 30" x 42" topographic map of the area surveyed at a scale of 1" = 20' and showing existing contours at a two-tenths foot interval tied to the City of Plano's existing vertical control network.
3. Identify areas that would appear to pond water or concentrate flow across the traffic lanes.

C. Ranch Estates –

1. Obtain right-of entry permissions for topographic surveying on the affected properties.
2. Perform topographic survey of the existing 15 foot drainage easement at the rear of Lots 6 – 11 of Ranch Estates, the existing 20 foot drainage easement between Lots 11 and 12 of Ranch Estates, and the existing 20 sanitary sewer easement on the properties immediately north of the Ranch Estates subdivision. Also obtain the invert elevations and pipe sizes of the two existing drainage inlets in Ridgetop Lane just west of Flintstone Drive, the invert and pipe size of the drainage inlets along the south and west property lines of the property at 3401 Los Rios Boulevard, the invert elevation of the box culverts under Los Rios Boulevard, and locations plus ground elevation shots at up to six locations to be determined between the Ranch Estates subdivision and Los Rios Boulevard.
3. Provide a ditch flowline profile for the ditches on each side of the Ranch Estates Drive right-of-way from San Gabriel Drive to Merriman Drive and the Ranch Estates Circle right-of-way. Spot elevations shall be provided at no

more than 25 feet apart, at upstream culvert inverts, at downstream culvert inverts, at top of driveways, and at obvious high and low points.

4. Using the City's existing GIS information and the additional detailed survey data collected, prepare a 30" x 42" schematic drainage planning map for the area from Los Rios Boulevard to San Gabriel Drive at an engineering scale of 1" = 100'. The schematic drainage planning map shall include the following:
 - The City's 2009 aerial photo as a background. May be screened for clarity.
 - City GIS layers for property lines, sanitary sewers, water, storm drains and aerial ground contours.
 - North arrow, legend and graphic scale bar.
 - Surveyed spot elevations and storm drain pipe sizes.
 - Street names.

D. Plano Parkway east of Data Drive –

1. Perform topographic survey on the westbound lanes from back of curb to back of curb within the limits indicated.
2. Prepare a 24" x 36" or 30" x 42" topographic map of the area surveyed at a scale of 1" = 20' and showing existing contours at a two-tenths foot interval tied to the City of Plano's existing vertical control network.
3. Identify areas that would appear to pond water or concentrate flow across the traffic lanes.

E. Los Rios Addition, Phase I –

1. Confirm the existing drainage area maps compared to existing site conditions and calculate the flow capacity of the existing alleys using existing record drawings and aerial topography. Field work will be limited to confirming inlet locations, inlet sizes, pipe sizes, flow patterns at existing alley or alley-street intersections, and drainage boundary limits.
2. Prepare a new drainage area map for the alleys utilizing the City's aerial topography, the additional survey information and in accordance with the City's current drainage ordinance.
3. Identify areas where the alley drainage capacity appears to be exceeded.

F. Final Analysis

1. For the five locations listed in Items A – E above, submit three copies of map information and identified problem areas to the City for Staff review.
2. Attend a consultation meeting with City Staff to define up to three alternatives for Items C and E listed above and to receive the City's preferred repairs for Items A, B & D above.
3. Compare the selected alternatives for items C and E based on estimated construction costs and estimated new easements required for installation. Prepare a construction cost estimate for each of the preferred repairs for Items A, B & D. Cost estimates shall be prepared using historical bid tabulations provided by the City.

4. Prepare a letter report summarizing the findings of the analysis and the construction cost estimates. In the report indicate any problem areas and conflicts for each alternative that cannot be thoroughly evaluated within the scope of this project (e.g. underground utility conflicts).
5. If new pipe systems are required, coordinate the route selection with City Staff prior to preparing the cost estimates.
6. Submit a draft copy of a letter report on the results of the comparisons for Items C and E to the City for review and comment.
7. Incorporate City review comments into the final letter report and submit two copies of the final report, signed, sealed and dated.

EXHIBIT "B"

SCHEDULE OF WORK

Drainage Study -
Spring Creek Parkway, Ranch Estates &
Los Rios Addition
Project Number 6072
CIP Number 26-71131

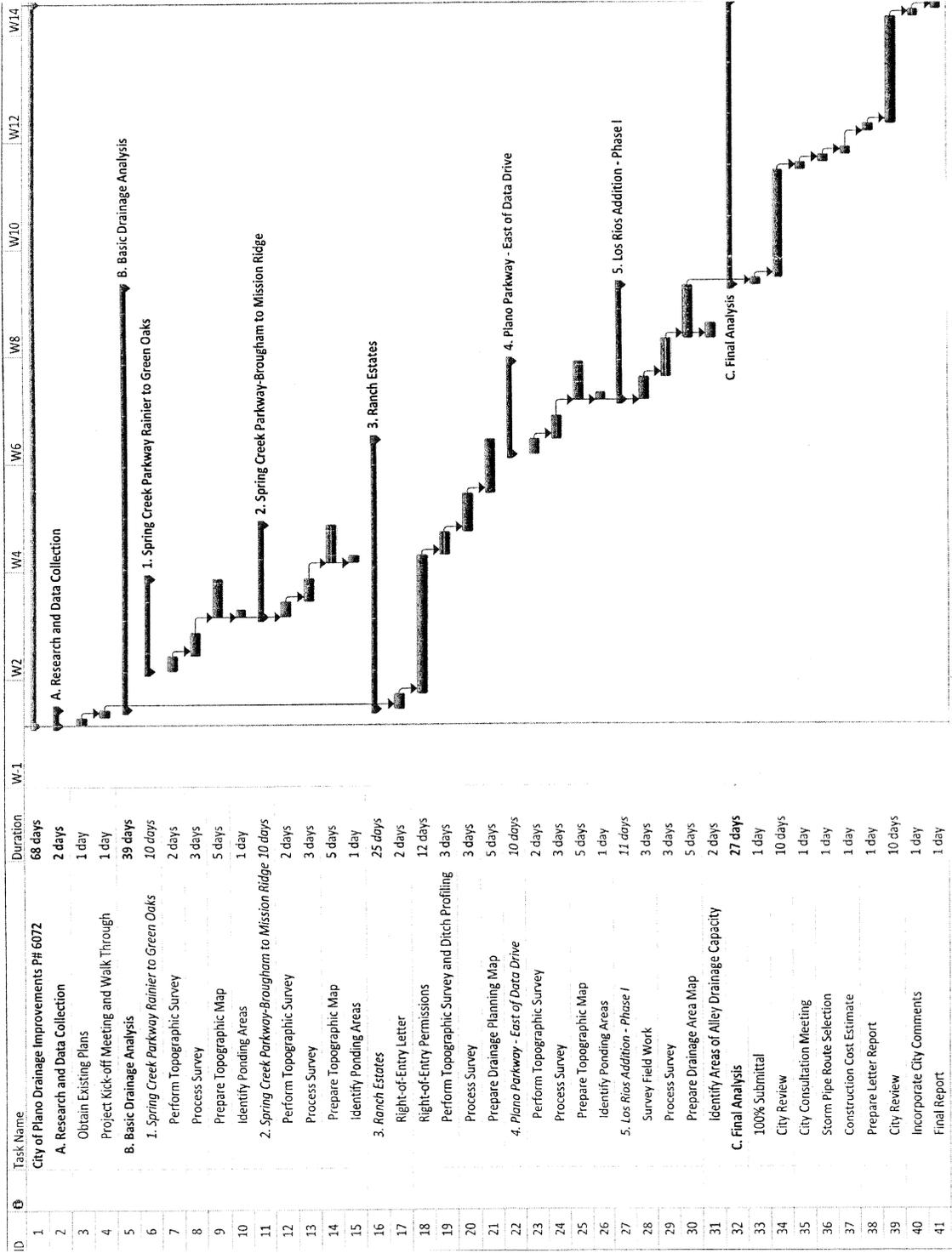


EXHIBIT C

PAYMENT SCHEDULE

(All fees T & M not to exceed without prior approval)

**DRAINAGE STUDY -
SPRING CREEK PARKWAY, RANCH ESTATES &
LOS RIOS ADDITION
PROJECT NUMBER 6072
CIP NUMBER 26-71131**

BASIC SERVICES:

| | |
|---|--------------|
| A . Research and Data Collection | \$ 5,152.00 |
| B . Spring Creek Parkway (Rainer Road to Green Oaks) Drainage Study | \$ 9,114.00 |
| C . Spring Creek Parkway (Bougham Lane to Mission Ridge) Drainage Study | \$ 9,564.00 |
| D . Ranch Estates Drainage Study | \$ 22,283.00 |
| E . Plano Parkway (East of Data Drive) Drainage Study | \$ 7,764.00 |
| F . Los Rios Addition, Phase 1 Drainage Study | \$ 14,729.00 |
| G . Final Analysis and Report | \$ 2,794.00 |

TOTAL BASIC SERVICES FEE **\$ 71,400.00**

EXHIBIT "D"

ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|-------------------------|--|----------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 05/14/2012 | | |
| Department: | | Purchasing | | |
| Department Head | | Diane Palmer-Boeck | | |
| Agenda Coordinator (include phone #): Aimee Storm Ext. 7248 | | | | |
| CAPTION | | | | |
| To approve a contract by and between the City of Plano and The Atkins Group, for a City of Plano Brand Development and Community Vision Consultant an amount not to exceed \$70,345 and authorizing the City Manager to execute all necessary documents. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2011-12 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 100,000 | 0 | 100,000 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | -70,345 | 0 | -70,345 |
| BALANCE | 0 | 29,655 | 0 | 29,655 |
| FUND(S): GENERAL FUND | | | | |
| COMMENTS: Funding for this item is available in the approved FY 2011-12 Non-Departmental budget. This item authorizes The Atkins Group to conduct research and develop branding materials for the City of Plano. STRATEGIC PLAN GOAL: Soliciting community input while revising Plano's branding relates to the City's goals of Partnering for Community Benefit and Strong Local Economy. | | | | |
| SUMMARY OF ITEM | | | | |
| Staff recommends the purchase of a contract for a City of Plano Brand Development and Community Vision Consultant in an amount not to exceed \$70,345. | | | | |
| Professional Services are exempt from state competitive bidding requirements. | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Contract | | | | |

**PERSONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
THE ATKINS GROUP**

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 **THE ATKINS GROUP**, a Texas limited liability company, hereinafter referred to as "Consultant" to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of Consultant to provide brand development and community visioning, hereinafter referred to as the "Project"; and

WHEREAS, Consultant desires to render such 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. ENGAGEMENT

The City hereby agrees to retain Consultant to perform services in connection with marketing services as set forth in the attached scope of work, Exhibit "A". Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.

This Agreement shall commence upon the effective date herein and continue in full force and effect until all work has been completed or termination in accordance with its provisions.

II. SCOPE OF SERVICES

The services are described in the Scope of Services attached hereto and incorporated herein as Exhibit "A". The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the parties, but said authorization must be made in writing.

If City agrees in writing to additional services beyond what is required in Exhibit "A", such services shall be billed in accordance with the schedule set forth in Exhibit "B".

III. SCHEDULE OF WORK

Consultant agrees to commence work immediately upon receiving a notice to proceed for each specific phase of work shown on Exhibit "A" of this Agreement, and to proceed diligently with said work until such phase is complete unless notified by the City to cease work. However, if additional work is requested by City beyond what is contained in the Scope of Services, the Schedule of Work may be extended by written agreement of the parties.

Consultant shall be responsible for providing all necessary facilities, personnel, equipment, materials or other items necessary to perform the services required of it hereunder; provided, however, that City shall cooperate with Consultant by providing space it has available for meetings, conferences, presentations, etc.

IV. COMPENSATION/EXPENSES

a. The total compensation for services if all phases are performed in Exhibit "A" shall not exceed \$55,825.00, not including travel expenses. The maximum amount for travel expenses associated with each phase is set forth in "Exhibit A-1" and will be allowed in accordance with the provisions set forth in b., below.

b. Consultant will submit travel dates and obtain prior written permission from City prior to any travel expense to be billed for each phase. Travel Expenses and Per Diem for out of town travel will be calculated as follows:

- (i) Transportation – Consultant shall use its best efforts to secure the most time and cost efficient mode of travel. Airfare will be purchased at the lowest fare available and within the planning timetable. If schedule changes are required by City, any adjustment to the fare will be added. If travel is cancelled and Consultant is able to reuse funds on a previously purchased ticket at no cost, that cost will be credited to the City. If it is a non-refundable ticket, the City will be billed for the fare and/or change fees that may apply. Airfare will be billed to the City at net cost with no markup.
- (ii) Ground Transportation – For out of town travel, \$75 per day will be assessed for ground transportation. This rate covers fuel, parking and maintenance of the Consultant's vehicle. If a specialty vehicle is needed, or our Consultant vehicle is not available, actual rental car receipts will be provided along with parking and fuel receipts.
- (iii) Lodging – For out of town travel Consultant shall use its best efforts to secure the lowest rate possible for comfortable and secure single occupant lodging, including utilizing an available corporate rate

established by the City when available. Actual receipts will accompany billing.

- (iv) Meals – For out of town travel, a per diem rate of \$65 per day, per person, may be charged for meals and any incidentals. For billing purposes, a day consists of time away from Consultant's corporate office during regular business hours. This will be charged in conjunction with travel and does not necessarily require an overnight stay.

c. Consultant and City herein recognize that the continuation of any agreement 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, other than the City's obligation to pay Consultant for any time occurred prior to the termination date and before notice of termination.

d. Payment for services rendered shall be made within thirty days of receipt of invoice unless City reasonably objects to the charge(s). If City disputes the amount or the services rendered, it shall notify Consultant within five business days. No payment for the disputed amount shall be made until it is resolved by the parties.

V. INSURANCE

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

VI. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

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

USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

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

VII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that it 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 Consultant its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

VIII. ASSIGNMENT AND SUBLETTING

Consultant 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. Consultant 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 Consultant from its full obligations to the City as provided by this Agreement.

Consultant may engage the services of any agents or assistants which it may deem proper, and it may further employ, engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. The cost of the service of such agents or assistants shall be borne by Consultant at its sole cost and expense.

IX. AUDITS AND RECORDS

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant 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 three (3) years from the date of City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

X. PROHIBITED INTEREST

Consultant 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 Consultant shall execute the affidavit shown in Exhibit "D". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

XI. RIGHT TO TERMINATE

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Consultant.

Notices shall be deemed given on the day of mailing or in case of notice by fax, on the day it is transmitted. In the event of such termination, Consultant shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant 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. The rights, duties and responsibilities of Consultant shall continue in full force during the period of notice, including the ordering and billing of advertising in print media whose closing dates fall within such period and the ordering and billing of advertising in broadcast media where the air dates fall within such period.

XII. OWNERSHIP OF WORK PRODUCT

Upon termination of this Agreement, Consultant shall transfer ownership, assign and deliver to City, or its representatives, all Work Product which shall include the research findings and summaries, brand position and pyramid, and all logos and taglines developed and materials developed pursuant to this Agreement (including intellectual property) and paid for by the City (the "Work Product"). In the event that the Work Product is copyrightable, trademarked, or patented subject matter (including pending intellectual property rights), Consultant and City agree that, for the purposes of this Agreement, the Work Product shall be a work made for hire and the property of the City. In the event that the Work Product is not copyrightable, trademarked or patented subject matter, or for any reason is determined not to be a work made for hire, then and in such event, Consultant hereby assigns all right, title and interest to said Work Product to City for the fees specified herein. Work Product includes any materials or documents containing ideas, results, statistics, data, feedback, advertising, logos, merchandising, branding, packaging and supplementary items that are developed by Consultant pursuant to Exhibits "A" and "B" attached to the Agreement hereto. Work product shall not include the processes used by Consultant to achieve the work Product.

Any Work Product that the City, in its sole discretion, agrees in writing to release back to Consultant, shall remain Consultant's property.

XIII. COMPLETE AGREEMENT

This Agreement, including the Exhibits lettered "A" through "D", 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.

XIV. MAILING OF NOTICES

Unless instructed otherwise in writing, Consultant 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, Texas
City Manager
Attn: Bruce D. Glasscock
P.O. Box 860358
Plano, TX 75086-0358
Facsimile: 972-423-9587

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

The Atkins Group
Attn: Steve Atkins, President
501 Soledad Street
San Antonio, TX 78205
Facsimile: 210-824-8326

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.

XV. AUTHORITY TO SIGN

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

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. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of 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 Consultant 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 the date of execution by both parties hereto.

SIGNED on the date indicated below.

THE ATKINS GROUP

Date: _____

By: _____
Steve Atkins
PRESIDENT

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by **STEVE ATKINS**, President of **THE ATKINS GROUP**, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, by **BRUCE D. GLASSCOCK**, City Manager, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



EXHIBIT "A"

CITY OF PLANO BRAND DEVELOPMENT AND COMMUNITY VISION

Objective: The Atkins Group is proposing to lead the City of Plano toward the development of a singular citywide brand identity, which would effectively capture and represent a long-term community vision toward maximizing the quality of life and economic prosperity for the people of Plano.

Phase 1: Community Audit

The Atkins Group will review all existing research and appropriate representations of the current community profile and anticipated growth opportunities for the City of Plano. Materials should represent all city departments, including: City Council, Chamber, Parks & Recreation, CVB, EDC, etc.

Estimate: \$3,950

Phase 2: Key Research To Shape The Future

Invite approximately 60-70 Plano community members to participate in one of two “visioning sessions” to help understand what the current perceptions are of Plano amongst the community and what they feel it should be. This effort will create awareness, understanding and a sense of involvement in the pursuit of community brand architecture. Each session will last approximately 2.5 hours and include about 35 people.

Each session will be comprised of a cross section of the following groups within the community:

1. Key City employees and partners – Parks & Rec, CVB, Chamber, EDC, etc.
2. Education system leadership
3. Corporate headquarter leaders
4. Other economic and business organizations, including the healthcare segment
5. Cultural Arts, volunteer, religious and other “quality of life” organizations

Using nominal group techniques, we will identify, record and better understand the current situation, stimulate forward thinking and explore all possibilities that can positively affect quality of life and broader issues of economic development, while building community involvement.



EXHIBIT "A"

CITY OF PLANO BRAND DEVELOPMENT AND COMMUNITY VISION

In these sessions, participants will be arranged into 4 or 5 “work groups” within each session to provide input to the following questions:

1. When people think of Plano, what images come to mind?
2. How are they distinctive from your key competitors?
3. What words would they use to describe Plano to others?
4. How are these distinctive from your closest competitors?
5. Are there specific “stories” that you feel represent what Plano is all about?
6. What messages do you think are most circulated about Plano in the community?
...outside of the community?
7. What would you want them to be?
8. Personify Plano (represent it as human)
9. Pretend you live in Frisco and convince me that Frisco is a better place to live and/or conduct business versus Plano.
10. What are the top three biggest misconceptions about Plano?

In addition to gathering insights into the Plano brand, we will probe for:

1. Brief reflection of history (product development and business creation).
2. Prioritization of target audiences.
3. Describe what your ideal vision is for Plano; what should the city look like/be like five to ten years from now?
4. What will it take for the City to achieve this vision?
5. Current obstacles to maximizing that level of economic development. What are the most important issues facing the City of Plano that should be addressed over the next 2 to 5 years?
6. What can/should be the role of the visitor industry be to support the goals?
7. What resources are necessary to maximize that role?
8. What tools/products/infrastructure would be needed?
9. Perceived key purpose/value of the Plano brand to internal and external audiences.
10. What final suggestions or recommendations might you have for City Leadership?

A summary of key findings will be produced and presented to Internal Stakeholders.

Estimate: \$19,500



EXHIBIT "A"

CITY OF PLANO BRAND DEVELOPMENT AND COMMUNITY VISION

Phase 3: Defining The Brand and Opportunities for the Future

We will bring together all of the insights gathered during the audit and research phases, as well as the Plano CVB brand research findings, to finalize our recommendation for the City of Plano brand architecture. This will include:

- Finalize brand position and brand pyramid
- Characterize the brand personality
- Create brand statements
- Develop tagline and brand identity
- Present a summary of key opportunities for the future

Estimate: \$12,875

Phase 4: Logo Development & Execution

Development of new logo and color palette that becomes the single visual representation of Plano, based on the newly defined brand and tagline. An official Style and Usage Guide will be produced to demonstrate logo usage across all City departments and for implementation on all materials. During this phase we will also define a plan for executing the logo citywide.

*****The Atkins Group will do a reasonable search on the initial logo and tagline before finalizing the recommended logo. This does not modify or eliminate Atkins Group responsibility to indemnify the City pursuant to Article VI of this Agreement. Costs associated with the actual filing of the copyright and trademark of the logo can be estimated separately should the City choose to have The Atkins Group provide those services.***

Estimate: \$19,500

EXHIBIT "A-1"
TRAVEL EXPENSES

Phase 1; 1 trip = \$ 1,320
Phase 2; 4 trips = \$ 5,280
Phase 3; 4 trips = \$ 5,280
Phase 4; 2 trips = \$ 2,640
Total: \$14,520 for all phases

EXHIBIT "B"

1. As work is determined and requested for additional service outside of the Brand Development proposal, estimates will be provided to reflect hours utilized based on the scope of work as determined with the client. All time related to creating and producing your advertising materials is estimated and billed at the following rates:
 - a. Strategic Planning
 - i. Steve Atkins, Principal - \$225 per hour
 - ii. Claudia Gonzalez, Strategic Planning Director - \$195 per hour
 - b. Account Supervision
 - i. Steve Atkins, Principal - \$195 per hour
 - ii. Terri Angelico, Senior Account Supervisor - \$150 per hour
 - c. Account Management
 - i. Jayme Legros, Account Supervisor - \$150 per hour
 - ii. Selina Clem, Account Manager - \$150 per hour
 - iii. Gabriella Flores, Senior Account Coordinator - \$125 per hour
 - d. Concept/Design
 - i. Dirk Mitchell, Co-Creative Director - \$175 per hour
 - ii. James Howe, Co-Creative Director - \$175 per hour
 - e. Copywriting
 - i. Dirk Mitchell, Co-Creative Director - \$150 per hour
 - ii. Stan McElrath, Copywriter - \$150 per hour
 - f. Art Director
 - i. Thuy Pham, Art Director - \$125 per hour
 - g. Production Art & Traffic
 - i. Steve Young, Production Artist - \$95 per hour
 - ii. Phyllis Keith, Traffic Manager - \$95 per hour
 - h. Web Design & Maintenance
 - i. Jim Aderhold, Co-Director, Digital - \$175 per hour
 - ii. Brad Gray, Co-Director, Digital - \$175 per hour
 - iii. Erik Arredondo, Interactive Programmer - \$150 per hour

- i. Media Planning & Buying
 - i. Ann Perrine, Media Director, Planning - \$175 per hour
 - ii. Ann Perrine, Media Director, Buying - \$150 per hour
 - iii. Pat Roberson, Associate Media Director - \$150 per hour
 - iv. Cecilia Novak, Media Manager - \$125 per hour
 - v. Cecilia Novak, Media Coordination - \$95 per hour
 - vi. Paige Norman, Billing Administrator - \$75 per hour

 - j. Public Relations
 - i. Kelly Morris, Public Relations Director - \$150 per hour
 - ii. Blithe Wiley, Public Relations Management - \$125 per hour
 - iii. Karen Kolivosky, Public Relations Management - \$125 per hour
 - iv. Fran Stephenson, Social Media Director - \$150 per hour

 - k. Crisis Management Communications
 - i. Kelly Morris, Public Relations Director - \$185 per hour
2. On all media purchased by us on your behalf, we shall bill you at the net published card rates after negotiation. Hourly billings will cover the cost of media planning and placement, media trafficking, all administrative and accounting functions for the original media estimate and one (1) revision to that order. Additional revisions will be done upon approval of a change order to compensate for additional hours needed to make changes/cancellations to the original approved estimate.
3. Professional will present cost estimates for projects over \$1,500 for the Client's review and approval prior to beginning work on individual projects. These estimates detail all production costs and reflect a plus or minus 10% contingency factor in addition to any specifically stated contingency. If changes and/or additional unforeseen services/costs are necessary to complete a job, a change order will be issued to Client for review and approval.
4. All purchases of space and facilities and all engagement of talent with respect to the advertising of your products shall be subject to prior approval. If you should direct us to cancel and/or terminate any previously authorized purchase or project, we shall promptly take all appropriate action, provided that you will hold us harmless with respect to any costs incurred to us as a result thereof. We warrant and represent to you that in purchasing any materials or services for your account, we shall exercise due care in selecting suppliers and make every effort to obtain the lowest

price for the desired quality of materials or services. Wherever possible, we shall obtain competitive bids.

5. Furthermore, talent contracts with members of certain labor unions or guilds generally cannot be assigned except to signatories to the collective bargaining agreements governing the services rendered by such talent. Upon termination, no rights or liabilities shall arise out of this relationship, regardless of any plans which may have been made for future advertising, except that any non-cancelable contracts made on City's authorization and still existing at termination hereof, which contracts were not paid or could not be assigned by Professional to City, shall be carried to completion by us and paid for by you in the manner described in Paragraph (1) above.

INSURANCE REQUIREMENTS

1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
 - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
 - 1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

2.1 Commercial General Liability. Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

| | |
|---------|---|
| 2.1.3.1 | \$1,000,000 Per Occurrence |
| 2.1.3.2 | \$1,000,000 Personal/Advertising Injury |
| 2.1.3.3 | \$2,000,000 General Aggregate |
| 2.1.3.4 | \$2,000,000 Products/Completed Operations Aggregate |

2.2 Commercial Automobile Liability. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

2.2.1 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.2.2 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided ISO form CA 00 01.

2.2.3 Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

2.3 Workers' Compensation & Employer Liability. Contractor shall maintain workers' compensation insurance in the amounts required by appropriate state statute. The employers liability limit and, if necessary, commercial umbrella coverage shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.3.1 Contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under contractor's workers' compensation and employers liability or commercial umbrella liability insurance. Contractor must cause a **waiver of subrogation** to be effected under its workers' compensation coverage using endorsement WC 00 03 13.

2.4 Professional Liability. Contractor shall maintain professional liability insurance covering errors, including omissions, due to negligence in the performance or failure to perform professional services.

2.2.1 Limits of Insurance

2.2.1.1 \$1,000,000 Per Occurrence

2.2.1.2 \$2,000,000 Aggregate

2.2.2 If coverage required by this section is written on a claims-made basis, the Contractor warrants that any applicable retroactive date under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of one (1) year beginning from the time that work under the Agreement is completed.

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

- 3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.
- 3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:
 - 3.5.1 List each insurers' NAIC Number or FEIN
 - 3.5.2 List **contract number, project name**/number, name of event, location (building name, building address, etc.), date(s) of event or service being performed
 - 3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City
 - 3.5.4 Specifically list reference to all endorsements required herein
 - 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
 - 3.5.6 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section

EXHIBIT "D"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **THE ATKINS GROUP**, a Texas limited liability company, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **THE ATKINS GROUP**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

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

THE ATKINS GROUP

By: _____
STEVE ATKINS
President
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2012.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | | |
|---|-------------------------|----------------------------------|--|-------------------------|-------------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 05/14/2012 | | | |
| Department: | | Purchasing | | | |
| Department Head | | Diane Palmer-Boeck | | | |
| Agenda Coordinator (include phone #): Perry Neeley, Ext. 7376 | | | | | |
| CAPTION | | | | | |
| To approve a one (1) year contract by and between the City of Plano and Remote Services, Inc., for a Technical Consultant for the JD Edwards EnterpriseOne ERP System in the amount of \$99,600 and authorizing the City Manager to execute all necessary documents. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2011-12, 2012-13 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 2,866,574 | 66,400 | 2,932,974 |
| Encumbered/Expended Amount | | 0 | -2,607,051 | 0 | -2,607,051 |
| This Item | | 0 | -33,200 | -66,400 | -99,600 |
| BALANCE | | 0 | 226,323 | 0 | 226,323 |
| FUND(S): TECHNOLOGY SERVICES FUND | | | | | |
| COMMENTS: This item is included in the approved FY 2011-12 Budget. Expenditures will be made out of the Technology Services Department within approved budget appropriations. The contract amount is \$99,600. STRATEGIC PLAN GOAL: Providing technical support for the City's financial ERP system relates to the City's Goal of Financially Strong City with Service Excellence. | | | | | |
| SUMMARY OF ITEM | | | | | |
| The Finance Department staff recommends the purchase of a one (1) year contract for a Technical Consultant for the JD Edwards EnterpriseOne ERP System from Remote Services, Inc. in the amount of \$99,600. | | | | | |
| Professional Services are exempt from state competitive bidding requirements. | | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | | |
| Memorandum | | | | | |
| Contract | | | | | |

MEMORANDUM:

DATE: April 10, 2012

TO: Diane Palmer-Boeck, Purchasing Manager

FROM: Josh Littrell, Financial Systems Manager

SUBJECT: Recommendation of Award to Technical Consultant for JDEdwards EnterpriseOne ERP System

The Financial Systems Administration department is recommending that the City enter into a Professional Services Agreement with Remote Services, Inc. (RSI) for a technical consultant for JD Edwards EnterpriseOne ERP System.

In the past, a Committee reviewed proposals from vendors and made the decision to use our top candidate, Remote Services, Inc. We are in the process of upgrading our Tools Release of JD Edwards EnterpriseOne and it would be prohibitive to switch vendor's midway through that upgrade. We are also researching and testing a switch from our current web server code base on Oracle Application Server (OAS) to the Oracle Web Logic code base as OAS has been discontinued by Oracle.

After entering contract negotiations, an agreement was reached to pay RSI the sum of \$99,600 for a one-year agreement. Next year when we have completed the upgrade on the new Tools Release, we will go back out for qualification statements. Remote Services, Inc. has done an exceptional job for the City of Plano, and we recommend that we continue working with them at this new negotiated rate.

If not awarded, this will affect the city in being able to stay current and up to date on the JD Edwards EnterpriseOne ERP system, which runs our Financials.

Please advise if you have any questions.

Cc: Perry Neeley, Purchasing

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
REMOTE SERVICES, INC.**

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 **REMOTE SERVICES, INC.**, hereinafter referred to as "Contractor," to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of Contractor to provide technical support of the EnterpriseOne system, hereinafter referred to as the "Project"; and

WHEREAS, Contractor desires to render such 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. Engagement

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

II. Scope of Services

The parties agree that Contractor shall perform such services as are further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A". The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the City, but said authorization must be made in writing. Contractor agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work until completion.

III. Term of Contract

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof.

IV. Compensation/Expenses

Total compensation for Contractor's work on the Project shall be in an amount not to exceed the sum of **NINETY-NINE THOUSAND SIX HUNDRED DOLLARS (\$99,600.00)**.

V. Insurance

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

VI. Indemnity

INDEMNIFICATION: Contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the Contractor, its officers, agents, employees, invitees, subContractors, or sub-subContractors and their respective officers, agents, or representatives, or any other persons or entities for which the Contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate Contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If Contractor fails to retain

counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and Contractor shall be liable for all costs incurred by City.

In addition to Contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in Contractor's opinion is likely to occur, Contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by Contractor to City whether manufactured by Contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by Contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the Contractor.

VII. Independent Contractor

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

VIII. Assignment and Subletting

Contractor 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. Contractor 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 Contractor from its full obligations to the City as provided by this Agreement.

IX. Audits and Records

Contractor agrees that at any time during normal business hours and as often as City may deem necessary, Contractor 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 three (3) years from the date of City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

X. Prohibited Interest

Contractor 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 Contractor shall execute the affidavit shown in Exhibit "C". Contractor understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement 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 Contractor. In the event of such termination, Contractor shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Contractor in connection with this Agreement. Contractor 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. Ownership of Documents

Upon termination of this Agreement, Contractor shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Contractor and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Contractor hereby assigns all right, title and interest to said material to City for the fees specified herein.

With the exception of the logo developed for the City, any conceptual work done by Contractor is intended for demonstrational purposes only. Stock photography used for the demonstration of creative concepts is not to be reproduced or published in any way without first negotiating usage rights with the appropriate stock image provider.

XIII. Trade Secrets

In conducting business and in anticipation of conducting business with Contractor, it may be necessary for the City to share trade secrets and/or other confidential and/or proprietary information or matter with Contractor. The parties agree that such information and the materials referenced in the Agreement, the results and developments there from are confidential and/or proprietary information belonging to the City. Contractor agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. Contractor will be responsible for its employees or agents complying with the provisions of this Agreement.

Similarly the City agrees that the Project created is intended solely for the use and benefit of Plano, Texas and any distribution to another destination marketing organization without the written consent of Contractor is prohibited. The City will be responsible for its employees or agents complying with the provisions of this Agreement.

XIV. Complete Agreement

This Agreement, including the Exhibits lettered "A" through "C", 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, Contractor 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, Texas
Finance Department
Attn: Josh Littrell
P.O. Box 860358
Plano, TX 75086-0358

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

Remote Services, Inc.
4108 Buckingham Place
Colleyville, Texas 76034

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. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of 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 Contractor, 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.

REMOTE SERVICES, INC., a Texas corporation

DATE: _____

BY: _____
Shane Foster, President

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 20____, by Shane Foster, President, Remote Services, Inc.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on the _____ day of _____, _____, by **Bruce D. Glasscock**, City Manager, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"
SCOPE OF SERVICES

**Technical Consultant for JDEdwards EnterpriseOne
ERP System**

I. Scope of Services:

A. Areas of Responsibility

The selected consultant will be responsible for working with COP team in every phase of the technical support of the EnterpriseOne system, including the following:

1. Provide recommendations for technical direction of system
2. Provide recommendations for hardware associated with system
3. Provide recommendations on methodology and timing of upgrades
4. Perform monthly routine system maintenance as required by COP
5. Apply ESU's and SAR's as required by COP
6. Troubleshoot system as required by COP
7. Must be present at COP offices at least two days a month for meetings and hands on projects
8. Must be able to support all phases of system remotely
9. Must maintain 10 different environments
10. Must perform test data refresh on regular basis
11. Must perform hardware and software updates on servers, including Citrix or other software used for connectivity
12. Must perform on-site release updates when appropriate
13. Must make COP top priority client during any emergency situation – that is to say, in the event of an emergency at the City of Plano, we would expect consultant to put other clients' projects on hold and give us 100% of their attention during the time of emergency
14. Must be able to do scheduled work off hours
15. Must be able to offer onsite support when CNC engineer is offsite for several days at a time
16. Must be available for phone support 24 hours a day, 7 days a week
17. Must submit monthly written status report to include current state of system and list of tasks and hours worked
18. Lead CNC effort on future hardware and software upgrades
19. Do whatever is required to have production system up and running during business hours 100% of the time
20. COP reserves the right to approve any consultant assigned to our account, with the understanding that once one is approved, a change may only be made with our consent

EXHIBIT "B"

INSURANCE REQUIREMENTS

1.0 General Provisions

1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.

1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City

1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating

1.6 Subcontractor Insurance. If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

2.1 Commercial General Liability. Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

2.1.3.1 \$1,000,000 Per Occurrence

2.1.3.2 \$1,000,000 Personal/Advertising Injury

2.1.3.3 \$2,000,000 General Aggregate

2.1.3.4 \$2,000,000 Products/Completed Operations Aggregate

2.2 Commercial Automobile Liability. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

2.2.1 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.2.2 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided ISO form CA 00 01.

2.2.3 Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

2.3 Workers' Compensation & Employer Liability. Contractor shall maintain workers' compensation insurance in the amounts required by appropriate state statute. The employers liability limit and, if necessary, commercial umbrella coverage shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.3.1 Contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under contractor's workers' compensation and employers liability or commercial umbrella liability insurance. Contractor must cause a **waiver of subrogation** to be effected under its workers' compensation coverage using endorsement WC 00 03 13.

2.4 Professional Liability. Contractor shall maintain professional liability insurance covering errors, including omissions, due to negligence in the performance or failure to perform professional financial consulting services.

2.2.1 Limits of Insurance

2.2.1.1 \$1,000,000 Per Occurrence

2.2.1.2 \$2,000,000 Aggregate

2.2.2 If coverage required by this section is written on a claims-made basis, the Contractor warrants that any applicable retroactive date under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of one (1) year beginning from the time that work under the Agreement is completed.

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1 List each insurers' NAIC Number or FEIN

3.5.2 List **contract number, project name**/number, name of event, location (building name, building address, etc.), date(s) of event or service being performed

3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City

3.5.4 Specifically list reference to all endorsements required herein

3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate

3.5.6 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section

EXHIBIT "C"

AFFIDAVIT OF NO PROHIBITED INTEREST

(Contract Required - Form must be notarized.)

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

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

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20_____.

Notary Public, State of _____



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|----------------------------------|-------------------------|--|------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 05/14/12 | | |
| Department: | | Public Works | | |
| Department Head | | Gerald P. Cosgrove | | |
| | | | | |
| Agenda Coordinator (include phone #): | | | Linda Sweeney (7157) | |
| | | | Project No. 5623 | |
| CAPTION | | | | |
| To approve and authorize Contract Modification No. 1 for the purchase of additional engineering services for the 15 th Street - Avenue G to US 75, Project No. 5623, in the amount of \$127,921, from Nathan D. Maier Consulting Engineers, Inc., and authorizing the City Manager or his designee to process all necessary documents. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2011-12 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 3,571,509 | 206,000 | 3,777,509 |
| Encumbered/Expended Amount | 0 | -140,567 | 0 | -140,567 |
| This Item | 0 | -127,921 | 0 | -127,921 |
| BALANCE | 0 | 3,303,021 | 206,0000 | 3,509,021 |
| FUND(S): STREET IMPROVEMENT CIP | | | | |
| COMMENTS: Funds are included in the FY 2011-12 Street Improvement CIP. This contract modification, in the amount of \$127,921, will leave a current year balance of \$3,303,021 for the 15 th Street – Avenue G to US 75 project. | | | | |
| STRATEGIC PLAN GOAL: Engineering services for 15 th Street - Avenue G to US 75, relate to the City's Goal of Financially Strong City with Service Excellence. | | | | |
| SUMMARY OF ITEM | | | | |
| Additional engineering services are necessary to complete the construction documents for the 15 th Street - Avenue G to US 75 project. This modification will provide for additional professional engineering services for the replacement or installation of water line and sanitary sewer line improvements, additional franchise utility coordination for relocating all franchise utilities underground, utility easement surveying and easement exhibit preparations. | | | | |
| The original contract amount was \$255,040.00. The Public Works Department is seeking City Council approval of this first modification because the amount of the modification increase exceeds \$50,000.00. The revised contract amount is \$382,961.00. | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Contract Modification | | | N/A | |

CONTRACT MODIFICATION

15th STREET- AVENUE G TO US 75 PROJECT NO. 5623

PURCHASE ORDER NO. 103410 CIP NOs. 31298, 68140 & 48897

This shall serve as a First Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and Nathan D. Maier Consulting Engineers, Inc. (hereinafter "Consultant"), dated December 10, 2007 for Professional Engineering Services for the referenced project (hereinafter "Project").

Services:

This Modification amends the scope of services as originally set forth in the contract as follows:

Project Description – This modification provides additional professional engineering design services for plans for the replacement or installation of water line and sanitary sewer line improvements, revisions to the TxDOT coordination requirements, and additional franchise utility coordination and plan preparations.

The approximate limits of the additional water line improvements are:

- 150 L.F. of 8" water line north on F Avenue
- 450 L.F. of 12" water line south along the US-75 northbound frontage road.

The rehabilitation or upsizing of the sanitary sewer lines may be by open cut or trenchless methods at the discretion of the design engineer. The approximate limits of the rehabilitation or upsizing of sanitary sewer lines are:

- 350 L.F. of 8" sanitary sewer in 15th Street west of G Avenue
- 135 L.F. of 10" sanitary sewer south of 15th Street along E Avenue.
- 440 L.F. of upsizing existing 6" pipe to 8" pipe along 15th Street east of the E Avenue intersection.
- 140 L.F. of upsizing existing 6" pipe to 8" pipe north along F Avenue.

The project no longer involves TxDOT funds and as such will no longer have to meet all requirements as set forth in the publication “Local Government Project Procedures-Project Development and Engineering Design” and “Local Government project procedures for Highway Construction and Related Projects”. Improvements within the TxDOT right-of-way will have to comply with TxDOT design criteria and will be submitted for approval by TxDOT for construction.

Franchise utility coordination and plan preparation will be added to the scope to assist the City in locating all overhead franchise utilities between US-75 and G Avenue into underground conduit or to another location.

The revisions and additions to the existing Basic Services and Special Services is as follows:

BASIC SERVICES:

A. Research & Data Collection – Meet with City of Plano staff and obtain design criteria, existing record drawings and other information available for the additional design services provided for in this modification.

The project shall be designed in accordance with the following:

City of Plano:

- Manual for Right-of-Way Management
- Thoroughfare Standards Rules & Regulations
- Manual for the Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- City of Plano Special Provisions to Standard Specifications for Public Works Construction

NCTCOG:

- NCTCOG Standard Specifications for Public Works Construction, 1998 Amendments.

TxDOT

- TxDOT current Standard Details and Specifications for work located within the TxDOT right-of-way.

B. Design Survey – Additional survey work necessary to prepare the construction plans for the additional water line and sanitary sewer improvements.

E. Environmental Studies – Remove this item from the existing Scope of Services.

F. Preliminary Design – The following paragraph numbers refer to the original Scope of Services.

1. Prepare additional preliminary construction plans.
 - Prepare preliminary plan and profile sheets for additional water, sanitary sewer and franchise utility improvements in accordance with the original scope descriptions.
 - Remove temporary traffic signals from the scope of services.
 - Revise the “SWPPP sheets” item to include “Construction erosion control sheets and an SWPPP Narrative sheet meeting TCEQ and City Requirements.”
 - Revise the “Landscaping and irrigation plan sheets” to “Parkway landscaping and irrigation plan sheets.”
 - Remove sidewalk layout sheets from the scope of services.
5. Revise to submit five sets of preliminary plans for City review.
7. Replace this paragraph with the following: “Provide an electronic PDF format half size set of preliminary utility coordination drawings (11” x 17” sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets and cross sections.”
8. Replace this paragraph with the following: “Attend up to one meeting with the City of Plano and TxDOT to coordinate TxDOT review, construction criteria and permit requirements for improvements within the US-75 right-of-way.”

G. Final Design – The following paragraph numbers refer or add to the original Scope of Services.

1. Add “revise preliminary plans for additional water, sanitary sewer and franchise utility improvements in accordance with the original scope descriptions.”
 - a. Insert parkway landscaping per the City design onto the Landscaping and Irrigation Sheets and design an irrigation system for this landscaping according to City of Plano requirements.
 - b. Add median landscaping and irrigation plan sheets provided by the City to the construction plan set. Provide quantities, pay items in the bid schedule and costs for these items in all remaining cost estimates.

4. Remove “based on City design” from this traffic signal design item in the existing scope.
10. Revise to submit five sets of pre-final plans for City review.
11. Add “comments from the franchise utility companies” to the existing final comments item.
13. Replace the existing utility coordination paragraph with the following:
“Provide an electronic PDF format half size set of pre-final utility coordination drawings (11” x 17” sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets, franchise utility improvement sheets and cross sections.”
14. Replace the existing TxDOT item with the following: “Submit necessary items to TxDOT to obtain approval and necessary permit for work within the US-75 right-of-way.”
15. Provide necessary information for the City to obtain TDLR project registration. City will pay all fees related to this application.

H. Bid Phase Services – Include the additional document printing necessary for inclusion of the new plan sheets and specifications for the additional improvements covered by this modification.

I. Construction Administration – Include the additional “Record Drawing” preparation necessary for the additional plan sheets in the plan set for the improvements covered by this modification.

J. Construction Control Survey – Set one additional vertical control monument for construction at the south end of the proposed water line along the northbound US-75 frontage road.

K. Franchise Utility Coordination – Coordinate with affected utilities, such as gas, telephone, cable TV and electric, to prepare utility layout plans for the relocation of their facilities to new underground locations.

1. Develop a utility layout plan of all existing franchise and local utilities to be used in coordinating the relocation of all utilities underground for the eastern half of the project from US-75 to G Avenue.
2. Attend bi-monthly franchise utility coordination meetings to gather information from utilities to revise utility layout plans.
3. Develop a final utility relocation plan delineating schematic locations for all franchise utility relocations to include a typical cross section of trench layouts. This information will be incorporated into the construction plans along with any specific detail information provided by the franchise utility companies.

SPECIAL SERVICES:

A. Right-Of-Way and Easement Surveying –

Add the following to each specific item in the existing Scope of Services:

1. Fee shall be based upon one (1) right-of-way parcel at a unit cost of \$1,900 per parcel.
2. Fee shall be based upon twenty (20) permanent easement parcels at a unit cost of \$1,200 per parcel.
3. Fee shall be based upon ten (10) temporary easement parcels at a unit cost of \$1,200 per parcel.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$127,921.00. Such payment shall be made in accordance with the payment terms specified in the Contract. The amount of \$12,000.00 will be accounted to CIP No. 68140, \$27,430.00 accounted to CIP No. 48897, and \$88,491.00 accounted to CIP No. 31298 of the contract.

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

| | |
|---|-----------------------------|
| Original Contract Amount | \$ <u>255,040.00</u> |
| Contract Amount (Including Previous Modifications) | \$ <u>255,040.00</u> |
| Amount, Modification No. 1 | \$ <u>127,921.00</u> |
| Revised Contract Amount | \$ <u><u>382,961.00</u></u> |
| Total Percent Increase Including Previous Modifications | <u>50.16%</u> |

Authority to Sign:

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

CITY OF PLANO

OWNER

By: _____
(signature)

Print
Name: BRUCE D. GLASSCOCK

Print
Title: CITY MANAGER

Date: _____

**NATHAN D. MAIER CONSULTING
ENGINEERS, INC.**

CONSULTANT

By: 

(signature)

Print
Name: JEAN MAIER DEAN, P.E.,

Print
Title: PRESIDENT

Date: 4/16/2012

APPROVED AS TO FORM:

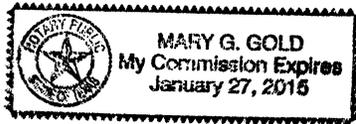
By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 16th day of April, 2012, by **JEAN MAIER DEAN, P.E., PRESIDENT** of **NATHAN D. MAIER CONSULTING ENGINEERS, INC.** a Texas corporation, on behalf of said corporation.



Mary G. Gold
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2012, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|-------------------------|--|-----------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 5/14/2012 | | |
| Department: | | Purchasing | | |
| Department Head | | Diane Palmer-Boeck | | |
| Agenda Coordinator (include phone #): Aimee Storm, Ext. 7248 | | | | |
| CAPTION | | | | |
| To approve the purchase of Tactical Ballistic Body Armor in the amount of \$74,522 from GT Distributors through an existing cooperative contract with Buyboard and authorizing the City Manager to execute all necessary documents. (Buyboard Contract Number 363-10). | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2011-12 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 402,449 | 0 | 402,449 |
| Encumbered/Expended Amount | 0 | -155,603 | 0 | -155,603 |
| This Item | 0 | -74,522 | 0 | -74,522 |
| BALANCE | 0 | 172,324 | 0 | 172,324 |
| FUND(S): GENERAL FUND, 2009 JAG GRANT FUND & CRIMINAL INVESTIGATION FUND | | | | |
| <p>COMMENTS: Funds are available in the 2011-12 General Fund, Criminal Investigation Fund and JAG Grant Fund budgets for the purchase of Tactical Ballistic Body Armor for Plano Police Department Officers. The remaining balance of these funds will be used for other apparel and items aligned with PPD's current operations.</p> <p>STRATEGIC PLAN GOAL: Tactical Ballistic Body Armor relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| Plano Police Department Staff recommends approval of the purchase of Tactical Ballistic Body Armor in the amount of \$74,522 from GT Distributors. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Buyboard Contract Number 363-10) | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Memo | | | | |



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

MEMORANDUM

DATE: April 18, 2012
TO: Diane Palmer-Boeck, Chief Purchasing Officer, Plano Purchasing Department
FROM: Greg Rushin, Chief of Police, Plano Police Department
SUBJECT: Recommendation of Award for Replacement of Tactical Vests

The Plano Police Department's Emergency Services Unit (ESU) is comprised of specialized units whose mission requires the use of tactical heavy vests which provide a higher level of ballistic protection and coverage than body armor utilized by other officers. These units within ESU include the Tactical Unit, Hazardous Devices Unit (HDU), Tactical Paramedics, and K-9 Unit. There are twenty-two (22) vests authorized for Tactical, four (4) for HDU (1 officer currently serves on both Tactical and HDU), six (6) for Tactical Paramedics, and three (3) for K-9. The current age of these unit's vests are provided below:

ESU Tactical vests were purchased in 12/2006 (5 yrs. 3 months old)
ESU Tactical trauma plates were manufactured in 02/2002 (10 yrs. 1 month old)
The newest ESU HDU vests were purchased in 12/2006 (5 yrs. 3 months old)
ESU Tactical Paramedics vests were purchased in 04/2007 (4 yrs. 11 months old)
K-9 vests were purchased in 04/2007 (4 yrs. 11 months old)

Various manufacturers for body armor recommend replacement within the warranty period which is 5 years. This request is a result of the age of the above-mentioned vests.

Vests were researched, examined and evaluated based on the following criteria: degree of comfort, sufficient protection coverage, the ease of getting into the vest without assistance, and a universal Molle fastening system. The vests evaluated included Protech, Diamond Back, ABA, Point Blank, PACA, Renegade, KDH, Protective Products, PT Armor and Survival Armor. Physical inspections of these vests were conducted which included fit tests. Ultimately, the Protech Titan and Diamondback Tactical UTOC were identified as qualified products to meet the needs, i.e., fit, functionality, coverage and versatility of ESU Tactical. Other products examined did not meet these requirements.

Due to a previous purchase and return with GT Distributors, the Plano Police Department has a \$30,680.78 credit. GT distributes both Protech and Diamondback tactical vests. After reviewing pricing on both vests, the Protech vest came in significantly less than the Diamondback at \$3,094.21 per vest, utilizing the existing cooperative contract with Buyboard Contract 363-10. Plano PD recommends the purchase of thirty-four (34) Protech vests from GT Distributors in the amount of \$74,522.36, which reflects the above-mentioned credit. If not awarded, the ballistic integrity of the current vests utilized by the above units will continue to deteriorate and ultimately not provide the appropriate and expected ballistic protection for the officers of these specialized units.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|------------------|----------------------------------|--|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 05/14/12 | | |
| Department: | | Economic Development | | |
| Department Head | | Sally Bane | | |
| Agenda Coordinator (include phone #): Linda Thomason x8301 | | | | |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Economic Development Incentive Agreement between the City of Plano, Texas and Hyundai Capital America; authorizing its execution by the City Manager or his designee; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | 2011-2012 | Prior Year (CIP Only) | Current Year | Future Years |
| | | | | TOTALS |
| Budget | | 0 | 21,844,026 | 0 |
| Encumbered/Expended Amount | | 0 | -3,665,100 | -7,505,570 |
| This Item | | 0 | 0 | 108,000 |
| BALANCE | | 0 | 18,178,926 | -7,397,570 |
| FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND | | | | |
| COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy. | | | | |
| SUMMARY OF ITEM | | | | |
| To amend said Economic Development Incentive Agreement to reflect the revised agreement between the parties regarding reduced job equivalents and grant monies. | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Resolution 1 st Amendment of Economic Development Incentive Agreement | | | | |

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment to the Economic Development Incentive Agreement between the City of Plano, Texas and Hyundai Capital America; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed First Amendment to the Economic Development Incentive Agreement by and between City of Plano (“City”) and Hyundai Capital America, a California corporation (“Hyundai”), a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “First Amendment”); and

WHEREAS, City and Hyundai entered into an Economic Development Incentive Agreement on February 10, 2011; and

WHEREAS, City and Hyundai desire to amend said Economic Development Incentive Agreement to reflect the revised agreement between the parties regarding reduced job equivalents and grant monies; and

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

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

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

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

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

DULY PASSED AND APPROVED this the 14th day of May 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS § First Amendment of Economic
§ Development Incentive Agreement
§ by and between City of Plano and
§ Hyundai Capital America
COUNTY OF COLLIN §

THIS FIRST AMENDMENT of Economic Development Incentive Agreement (hereinafter "First Amendment") is made by and between **HYUNDAI CAPITAL AMERICA**, a California corporation (hereinafter "Company"), and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Company entered into an Economic Development Incentive Agreement on February 10, 2011 (hereinafter "Agreement"); and

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

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

I.

Beginning on the effective date of this First Amendment and continuing through the remaining term of the Agreement, **the third paragraph under the Witnesseth provision on the first page of the Agreement** is hereby amended to read in its entirety as follows:

WHEREAS, the Company intends to occupy approximately 45,000 rentable square feet of office space located at International Business Park, 6100 Plano Parkway, Plano, Texas, 75093 (the "Property") on or before the Commencement Date as defined below, and to maintain or create at least 179 full time job equivalent positions and potentially as many as 262 full time job equivalent positions on the Property; and

II.

Beginning on the effective date of this First Amendment and continuing through the remaining term of the Agreement, **the fourth paragraph under the Witnesseth provision on the first page of the Agreement** is hereby amended to read in its entirety as follows:

WHEREAS, the occupancy of 45,000 rentable square feet of office space and the creation and maintenance of between 179 and 262 full time jobs on the Property will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

III.

Beginning on the effective date of this First Amendment and continuing through the remaining term of the Agreement, **Article III, Obligations of Company, Section 3.01 (b)** is hereby amended to read in its entirety as follows:

(b) Create or transfer 179 Job Equivalents on the Property on or before the Commencement Date; and

IV.

Beginning on the effective date of this First Amendment and continuing through the remaining term of the Agreement, **Article III, Obligations of Company, Section 3.01 (c)** is hereby amended to read in its entirety as follows:

(c) At the Company's option, add up to an additional 83 new Job Equivalents at the Property on or before December 31, 2013; and

V.

Beginning on the effective date of this First Amendment and continuing through the remaining term of the Agreement, **Article IV, Economic Development Grant, Section 4.01** is hereby amended to read in its entirety as follows:

4.01 Grant.

In consideration of the Company successfully fulfilling the obligations as set forth in Article III (a) and (b) above, the City agrees to provide the Company a cash grant of One Hundred Sixty One Thousand One Hundred Dollars (\$161,100.00). If the Company adds additional jobs above the initial 179 Job Equivalents, the City agrees to provide the Company a cash grant of Nine Hundred Dollars (\$900.00) for each additional Job Equivalent added to the Property up to a maximum additional grant payment of Seventy Four Thousand Seven Hundred Dollars (\$74,700.00). The Company agrees to maintain on the Property the transferred or created Job Equivalents

for which a cash grant has been paid by the City to the Company throughout the term of this Agreement as provided in Section 4.03 below.

VI.

Beginning on the effective date of this First Amendment and continuing through the remaining term of the Agreement, **Article IV, Economic Development Grant, Section 4.02** is hereby amended to read in its entirety as follows:

4.02 Payment Schedule.

(a) The Company shall be entitled to a payment of One Hundred Sixty One Thousand One Hundred Dollars (\$161,100.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City, using the Initial Certification form attached hereto as Exhibit "A", that the Company has met its obligations as set forth in Article III (a) and (b) above (such payment referred to as the "Initial Grant Payment"). **IN ORDER TO RECEIVE THE INITIAL GRANT PAYMENT UNDER THIS AGREEMENT, COMPANY'S INITIAL CERTIFICATION VERIFYING COMPLIANCE WITH ARTICLE III (a) AND (b) ABOVE MUST BE FILED WITH THE CITY ON OR BEFORE JULY 1, 2012, OTHERWISE THE RIGHT TO ANY AND ALL PAYMENTS IS FORFEITED.**

(b) The Company shall be entitled to a second payment of Nine Hundred Dollars (\$900.00) for each additional Job Equivalent created by the Company on the Property (above the existing 179 Job Equivalents which shall be continuously maintained during the term of this Agreement) before December 31, 2013, up to a maximum total of Seventy Four Thousand Seven Hundred Dollars (\$74,700.00) within thirty (30) days after the Company verifies to the City, using the Certification form attached hereto as Exhibit "A". **IN ORDER TO RECEIVE THE SECOND PAYMENT OF UP TO SEVENTY FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$74,700.00), COMPANY'S CERTIFICATION VERIFYING COMPLIANCE WITH ARTICLE III (c) MUST BE FILED WITH THE CITY ON OR BEFORE MARCH 31, 2014, OTHERWISE THE RIGHT TO THE SECOND PAYMENT IS FORFEITED.**

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

ATTEST:

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

Diane Zucco, CITY SECRETARY

By: _____
Bruce D. Glasscock, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

HYUNDAI CAPITAL AMERICA, a California corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

(Must be signed by CEO or CFO)



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|----------------------------------|-------------------------|---|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 5/14/12 | | |
| Department: | | Public Works | | |
| Department Head: | | Gerald P. Cosgrove | | |
| | | | | |
| Agenda Coordinator (include phone #): Linda Sweeney (7157) | | | | Project No. 6073 |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving and granting an electric easement to Oncor Electric Delivery Company on City property, Custer Pump Station, located at 1901 West 15 th Street; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2011-12 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): N/A | | | | |
| COMMENTS: This item has no fiscal impact. | | | | |
| STRATEGIC PLAN GOAL: Granting an electric easement to Oncor Electric Delivery Company relates to the City's Goal of Financially Strong City with Service Excellence. | | | | |
| SUMMARY OF ITEM | | | | |
| The proposed easement is to allow Oncor to upgrade underground electrical conduits and the aboveground transformer that will provide electrical service to Custer Pump Station, which is being rehabilitated. | | | | |
| List of Supporting Documents: Location Map | | | Other Departments, Boards, Commissions or Agencies N/A | |

CUSTER PUMP STATION



Location Map

7/12/2011

A Resolution of the City Council of the City of Plano, Texas, approving and granting an electric easement to Oncor Electric Delivery Company on City property, Custer Pump Station, located at 1901 West 15th Street; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the proposed electric easement is to allow for the upgrade of underground electrical service to serve Custer Pump Station, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereafter the "Easement"); and

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

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

Section I. The City Council hereby authorizes the granting of the Easement and determines that the Easement is acceptable and is hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Easement and all other documents in connection with said Easement on behalf of the City of Plano.

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

DULY PASSED AND APPROVED this 14th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

District:
WR#:
ER#: _____

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

That, the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBIT "A" ATTACHED

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not construct, within the easement area, any buildings, structures or other obstructions or perform excavation which may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee which shall not be unreasonably withheld.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not interfere with the exercise by the Grantee of the rights hereby granted.

Grantor, 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, Grantee, 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 Easement.

Grantee shall procure and maintain for the duration of the Easement insurance coverage as set forth in the Insurance Requirements marked Exhibit "B" attached hereto and incorporated herein by reference. Grantee shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage as a condition of this Easement. The insurance required herein is not in addition to any other insurance requirements required by Grantor of Grantee under other agreements between the parties and may be satisfied by any valid annual certificate of insurance provided by Grantee to Grantor subject to compliance with the minimum coverage requirements in Exhibit "B".

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2012.

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

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**ONCOR ELECTRIC DELIVERY COMPANY,
LLC, a Delaware Limited Liability Company**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2012, by Bruce Glasscock of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2012, by _____, _____ of **ONCOR ELECTRIC DELIVERY COMPANY, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

**FIELD NOTE DESCRIPTION
FOR ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT
ACROSS THE PROPERTY OF**

**CITY OF PLANO
VOL. 901, PG. 292 D.R.C.C.T.**

BEING a 0.018 acre strip of land for an Oncor Electric Delivery Company easement located in the Solomon Fitzhugh Survey, Abstract Number 327 of Collin County, Texas and being over, under and across a 3.75 acre tract of land conveyed by deed to City of Plano, as recorded in Volume 901, Page 292 of the Deed Records Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for a corner, said point being S 00°49'24" E and distance of 8.99 feet from a 1/2" iron rod found, said iron rod being the southeast corner of Lot 2R, Block 3 of Pitman Corners Addition, an addition to the City of Plano, Texas, filed by Final Plat in document number 94-0059241 of the Map Records of Collin County, Texas and being the northeast corner of Lot 9R, Block 3 of Pitman Corners Addition, an addition to the City of Plano, Texas, filed by Final Replat in document number 93-0086825 of the Map Records of Collin County, Texas, said point being in the west property line of said City of Plano tract and being in the east property line of said Lot 9R, Block 3;

THENCE N 90°00'00" E, leaving the west property line of said City of Plano tract and the east property line of said Lot 9R, Block 3, a distance of 8.45 feet for a point for corner;

THENCE N 00°00'00" E, a distance of 17.80 feet for a point for corner;

THENCE N 90°00'00" W, a distance of 7.07 feet for a point for corner;

THENCE N 00°00'00" E, a distance of 20.00 feet for a point for corner;

THENCE N 90°00'00" E, a distance of 20.00 feet for a point for corner;

THENCE S 00°00'00" E, a distance of 20.00 feet for a point for corner;

THENCE N 90°00'00" W, a distance of 2.93 feet for a point for corner;

THENCE S 00°00'00" E, a distance of 27.80 feet for a point for corner;

THENCE N 90°00'00" W, a distance of 18.31 feet for a point for corner, said point being in the west property line of said City of Plano tract and the east property line of said Lot 9R, Block 3;

THENCE N 00°49'00" W, along the west property line of said City of Plano tract and the east property line of said Lot 9R, Block 3, a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.018 acre (761.79 square feet) of land, more or less.

Exhibit "A"
The Easement Property

January 3, 2012

The bearings cited on this field note description are based on Texas State Plane Coordinates, NAD83, Texas North Central Zone 4202.

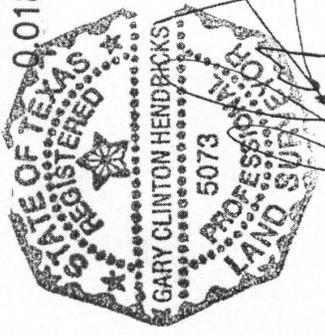
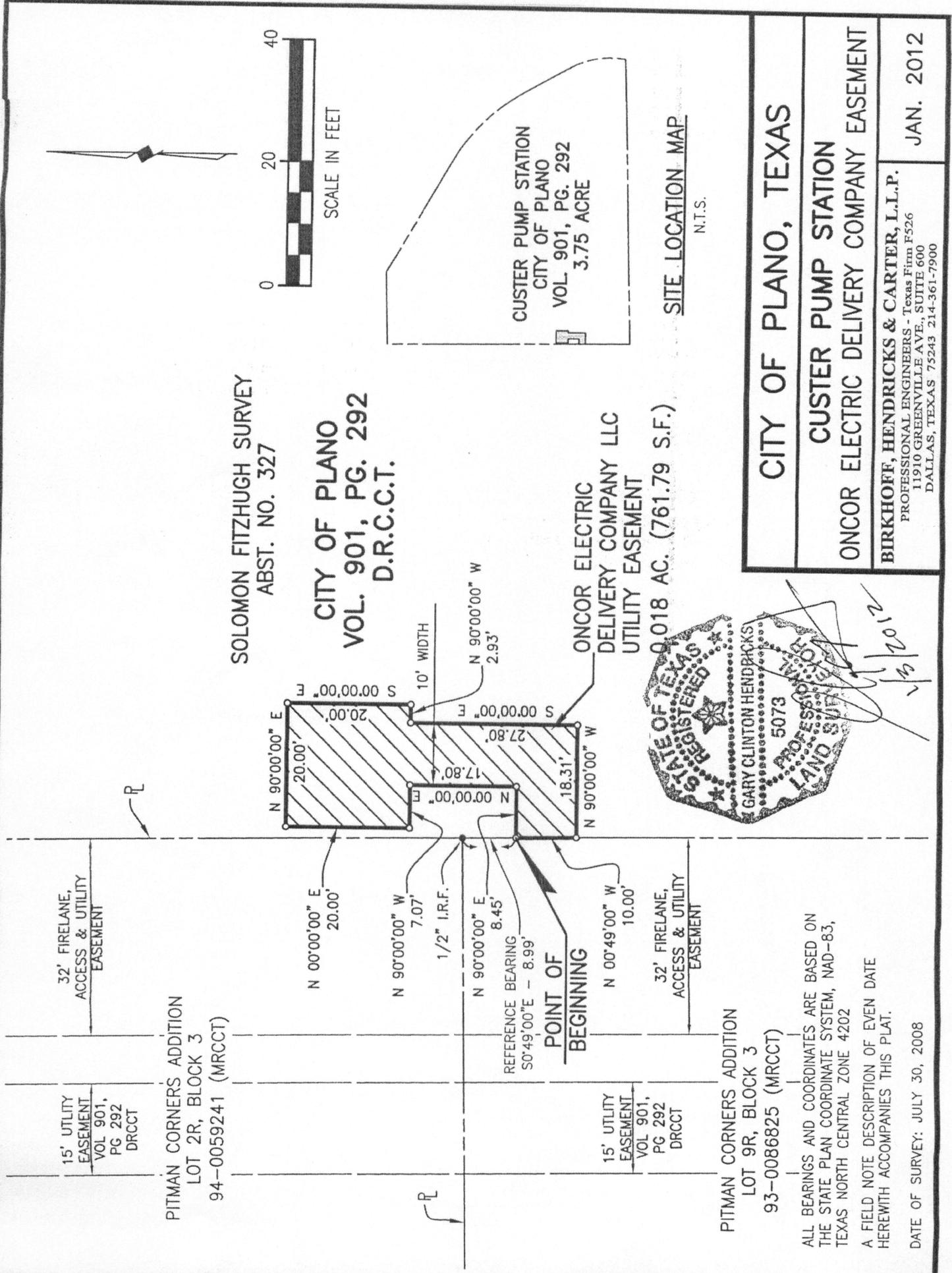
An exhibit of even date herewith accompanies this field note description.

Date of Survey: July 30, 2008

Birkhoff, Hendricks & Carter L.L.P.
Professional Engineers - Texas Firm F526
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
214-361-7900



[Handwritten Signature]
1/3/2012



| | |
|---|------------------|
| CITY OF PLANO, TEXAS | |
| CUSTER PUMP STATION | |
| ONCOR ELECTRIC DELIVERY COMPANY EASEMENT | |
| BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS - Texas Firm F526 11910 GREENVILLE AVE., SUITE 600 DALLAS, TEXAS 75243 214-361-7900 | JAN. 2012 |

ALL BEARINGS AND COORDINATES ARE BASED ON THE STATE PLAN COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202

A FIELD NOTE DESCRIPTION OF EVEN DATE HERewith ACCOMPANIES THIS PLAT.

DATE OF SURVEY: JULY 30, 2008

Exhibit "B"

**City of Plano
Insurance Requirements**

Requirements

Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractors under this agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

| Type of Insurance | Amount of Insurance | Provisions |
|--|---|--|
| Commercial General (Public) Liability to include coverage for: a) Premises /Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury/Advertising Injury e) Liability assumed under an insured contract (including tort liability of another in a business contract | \$1,000,000 each occurrence, \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. A copy of the endorsement to policy must be submitted with the required certificate of insurance. City requires insurers to be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors |
| Business Auto Liability | \$1,000,000 each accident | |
| Workers' Compensation & Employers' Liability | Statutory Limits \$100,000 each accident \$500,000 policy limit by disease, \$100,000 each employee by disease | City to be provided a waiver of subrogation. A copy of the endorsement to policy must be submitted with the required certificate of insurance. |

Additional Requirements:

- All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City of Plano.
- All insurance coverage required by this section must be evidenced by a certificate of insurance submitted by the contractor's insurer or broker. Certificates of insurance received from any other source will be rejected.
- The certificate of insurance must state: (1) the City of Plano is named as an Additional Insured with respect to General Liability Coverage and (2) a Waiver of Subrogation in favor of the City of Plano on the Workers' Compensation Policy

Questions regarding this insurance should be directed to the City of Plano Purchasing Department at (972) 941-7557



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|-------------------------------|--|----------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | May 14, 2012 | | |
| Department: | | Customer and Utility Services | | |
| Department Head | | Mark D. Israelson | | |
| Agenda Coordinator (include phone #): Nancy Rodriguez X7510 | | | | |
| CAPTION | | | | |
| A Resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2011-12 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 129,630 | 0 | 129,630 |
| Encumbered/Expended Amount | 0 | -45,603 | 0 | -45,603 |
| This Item | 0 | -12,992 | 0 | -12,992 |
| BALANCE | 0 | 71,035 | 0 | 71,035 |
| FUND(S): GENERAL FUND | | | | |
| <p>COMMENTS: Funding for this item is included in the approved FY 2011-12 Nondepartmental budget. This item authorizes the continuation of the City's membership on the Atmos Cities Steering Committee (ACSC) and the payment of the City's annual assessment for continued membership.</p> <p>STRATEGIC PLAN GOAL: Continued membership on the ACSC allows the City of Plano to continue working with a coalition of North Texas municipalities to ensure natural gas rates are fair and relates to the City's goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| This Resolution authorizes continued membership and per capita assessment to Atmos Cities Steering Committee. | | | | |
| List of Supporting Documents: Staff Report Memorandum | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |

M E M O R A N D U M

To: City Council

Through: Bruce D. Glasscock, City Manager

From: Mark D. Israelson, Director Office of Policy and Government Relations

Date: May 14, 2012

Re: Staff Report on Assessment Resolution for Atmos Cities Steering Committee

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 154 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

1. This paragraph authorizes the continuation of the City’s membership in ACSC.
2. This paragraph authorizes payment of the City’s annual assessment to the ACSC in the amount of five cents (\$0.05) per capita.
3. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to “*Atmos Cities Steering Committee*” and mailed to Mary Bunkley, Treasurer, Atmos Cities Steering Committee, c/o Arlington City Attorney’s Office, Mail Stop 63-0300, PO Box 90231, Arlington, Texas 76004-3231.

A Resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

WHEREAS, the City of Plano is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs.

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

Section I. That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Plano and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

Section II. It is further authorized to pay its 2012 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

Section III. A copy of this Resolution and approved assessment fee payable to "**Atmos Cities Steering Committee**" shall be sent to:

Mary Bunkley
Treasurer, Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
Post Office Box 90231
Arlington, Texas 76004-3231

Section IV. This Resolution shall become effective immediately.

DULY PASSED AND APPROVED this the 14th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|----------------------------------|-------------------------|--|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 5/14/12 | | |
| Department: | | Finance | | |
| Department Head | | Denise Tacke | | |
| Agenda Coordinator (include phone #): Katherine Crumbley - x-7479 | | | | |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending March 31, 2012 and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2011-2012 | 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 has no fiscal impact. STRATEGIC PLAN GOAL: Investment Portfolio Summary Reviews relate to the City's Goal of Financially Strong City with Service Excellence. | | | | |
| SUMMARY OF ITEM | | | | |
| Quarterly Investment report ending March 31, 2012. | | | | |
| List of Supporting Documents: Investment Portfolio Summary | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 14th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

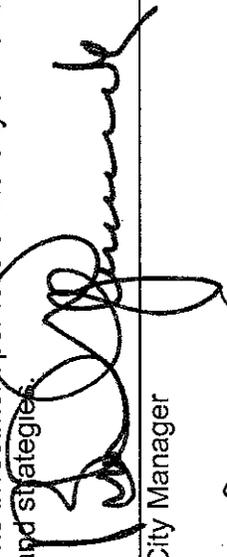
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ended
March 31, 2012

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



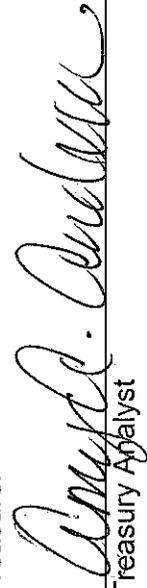
City Manager



Denise Tacke
Director of Finance



Myra Conheim
Treasurer



Amy L. Anderson
Treasury Analyst

Federal Reserve Press Release, March 13, 2012

Information received since the Federal Open Market Committee met in January suggests that the economy has been expanding moderately. Labor market conditions have improved further; the unemployment rate has declined notably in recent months but remains elevated. Household spending and business fixed investment have continued to advance. The housing sector remains depressed. Inflation has been subdued in recent months, although prices of crude oil and gasoline have increased lately. Longer-term inflation expectations have remained stable.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee expects moderate economic growth over coming quarters and consequently anticipates that the unemployment rate will decline gradually toward levels that the Committee judges to be consistent with its dual mandate. Strains in global financial markets have eased, though they continue to pose significant downside risks to the economic outlook. The recent increase in oil and gasoline prices will push up inflation temporarily, but the Committee anticipates that subsequently inflation will run at or below the rate that it judges most consistent with its dual mandate.

To support a stronger economic recovery and to help ensure that inflation, over time, is at the rate most consistent with its dual mandate, the Committee expects to maintain a highly accommodative stance for monetary policy. In particular, the Committee decided today to keep the target range for the federal funds rate at 0 to 1/4 percent and currently anticipates that economic conditions--including low rates of resource utilization and a subdued outlook for inflation over the medium run--are likely to warrant exceptionally low levels for the federal funds rate at least through late 2014.

The Committee also decided to continue its program to extend the average maturity of its holdings of securities as announced in September. The Committee is maintaining its existing policies of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities and of rolling over maturing Treasury securities at auction. The Committee will regularly review the size and composition of its securities holdings and is prepared to adjust those holdings as appropriate to promote a stronger economic recovery in a context of price stability.

Voting for the FOMC monetary policy action were: Ben S. Bernanke, Chairman; William C. Dudley, Vice Chairman; Elizabeth A. Duke; Dennis P. Lockhart; Sandra Pianalto; Sarah Bloom Raskin; Daniel K. Tarullo; John C. Williams; and Janet L. Yellen. Voting against the action was Jeffrey M. Lacker, who does not anticipate that economic conditions are likely to warrant exceptionally low levels of the federal funds rate through late 2014.

| <u>Asset Type</u> | <u>Ave. Yield</u> | <u>March 31, 2012</u> | | <u>December 31, 2011</u> | |
|-------------------------|-------------------|-----------------------|-------------------------|--------------------------|-------------------------|
| | | <u>End Book Value</u> | <u>End Market Value</u> | <u>End Book Value</u> | <u>End Market Value</u> |
| Pools/NOW Accounts | 0.12% | 92,942,137.93 | 92,942,137.93 | 109,494,545.21 | 109,494,545.21 |
| Certificates of Deposit | 0.79% | 62,548,716.93 | 62,548,716.93 | 32,468,748.71 | 32,468,748.71 |
| FHLB Bonds | 1.03% | 102,503,305.69 | 103,454,442.40 | 87,962,391.52 | 89,038,418.00 |
| FHLMC Bonds | 1.22% | 84,534,480.30 | 86,095,946.00 | 85,609,857.18 | 87,097,810.00 |
| FNMA Bonds | 0.77% | 112,821,591.47 | 113,513,330.76 | 89,102,889.68 | 89,779,151.93 |
| Totals | | 455,350,232.32 | 458,554,574.02 | 404,638,432.30 | 407,878,673.85 |

Average Yield (1):

Total Portfolio 0.79%

Fiscal Year-to-Date Average Yield (2):

Total Portfolio 0.79%

| This Quarter: | |
|----------------------------------|-------|
| Rolling Six Month Treasury Yield | 0.11% |
| Rolling Two Year Treasury Yield | 0.29% |
| TexPool Yield | 0.10% |

| Last 12 Months: | |
|----------------------------------|-------|
| Rolling Six Month Treasury Yield | 0.08% |
| Rolling Two Year Treasury Yield | 0.35% |
| TexPool Yield | 0.09% |

Investment Earnings (3):

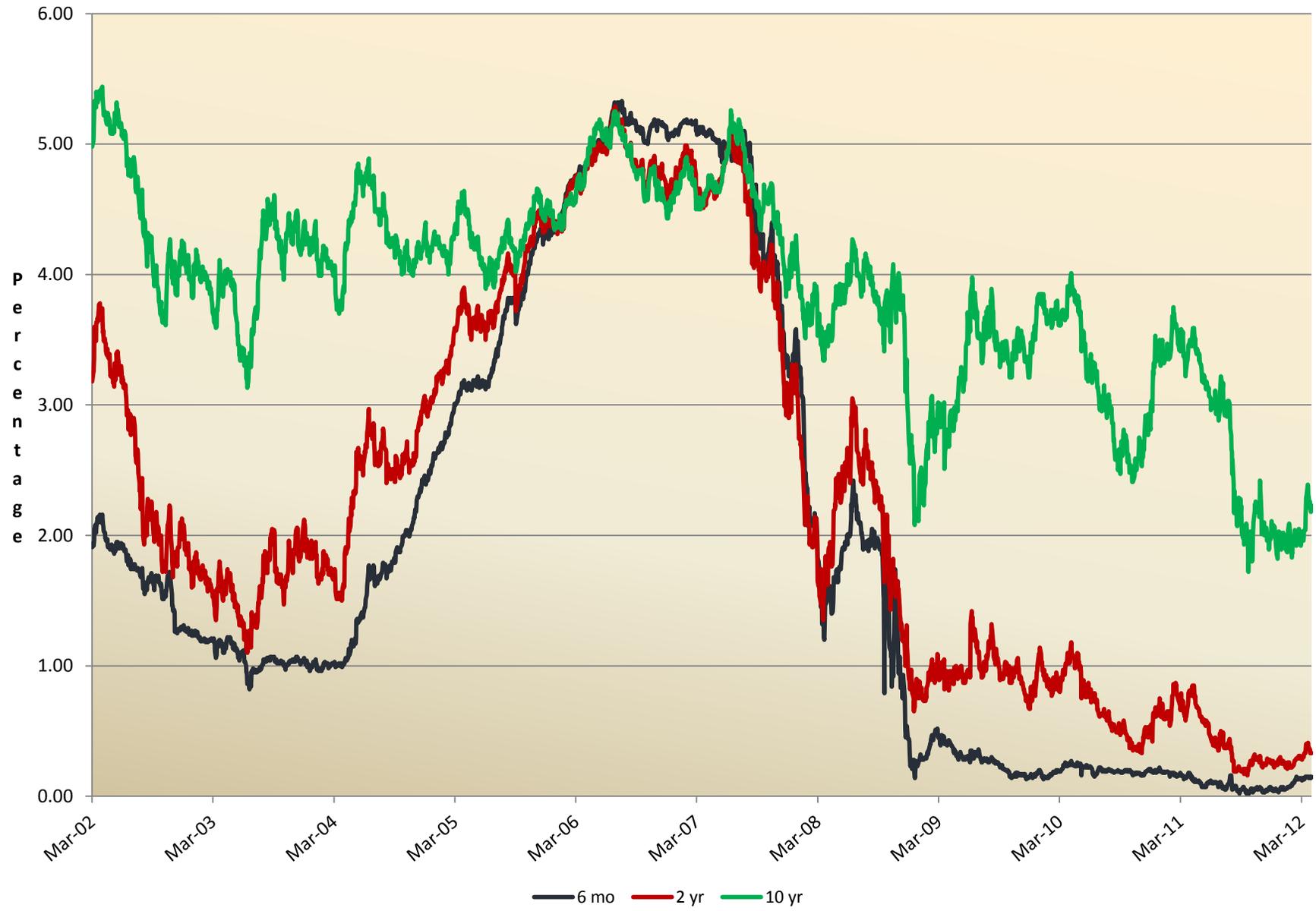
| | |
|---------------------|--------------|
| Quarter | \$ 760,910 |
| Fiscal Year To Date | \$ 1,454,744 |

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

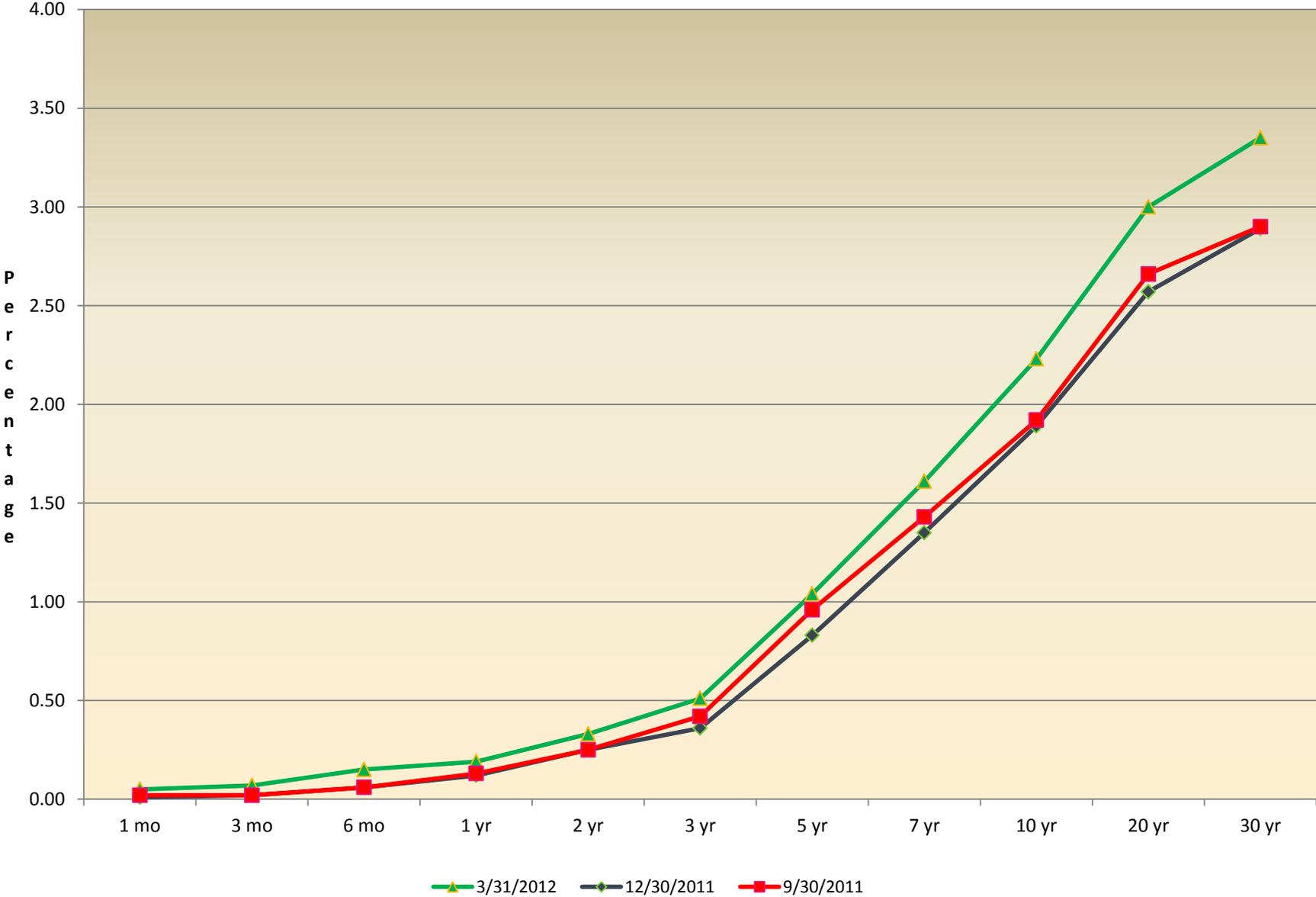
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

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

US Treasury Historical Yields



Treasury Yield Curves



S & P 500



Detail of Security Holdings
March 31, 2012

By Sector

| Security Description | Ratings | Coupon/ YTM | Maturity Date | Settlement Date | Call Date | Par Value | Purchased Value | Adjusted | Market Price | Market Value | Life (mo) | Yield | Accrued Interest |
|------------------------|---------|----------------|---------------|-----------------|-----------|-----------------------|-----------------------|-----------------------|--------------|-----------------------|--------------|--------------|---------------------|
| | | | | | | | | Book Value | | | | | |
| Certificate of Deposit | AAA | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | AAA | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| FHLB Bonds | AAA | 1.25% | 7/26/2012 | 3/12/2010 | | 8,725,000.00 | 8,734,565.45 | 8,726,290.84 | 1.00 | 8,756,750.28 | 3.84 | 1.25% | 20,479.51 |
| FHLB Bonds | AAA | 1.39% | 9/14/2012 | 3/11/2010 | | 17,000,000.00 | 17,256,428.00 | 17,046,648.67 | 1.01 | 17,141,015.00 | 5.48 | 1.39% | 16,055.55 |
| FHLB Bonds | AAA | 0.21% | 2/25/2013 | 2/24/2012 | | 10,000,000.00 | 9,998,700.00 | 9,998,827.52 | 1.00 | 9,997,390.00 | 10.85 | 0.21% | 2,055.56 |
| FHLB Bonds | AAA | 0.39% | 4/19/2013 | 10/3/2011 | | 11,000,000.00 | 11,069,740.00 | 11,047,482.55 | 1.01 | 11,063,855.00 | 12.59 | 0.39% | 37,888.89 |
| FHLB Bonds | AAA | 0.36% | 9/13/2013 | 12/30/2011 | | 10,000,000.00 | 10,107,852.96 | 10,091,926.04 | 1.01 | 10,096,460.00 | 17.41 | 0.36% | 5,000.00 |
| FHLB Bonds | AAA | 1.63% | 3/14/2014 | 2/15/2011 | | 15,000,000.00 | 15,335,700.00 | 15,213,138.11 | 1.04 | 15,573,750.00 | 23.38 | 1.63% | 16,822.92 |
| FHLB Bonds | AAA | 1.23% | 9/12/2014 | 9/30/2010 | | 10,000,000.00 | 10,054,542.50 | 10,033,829.20 | 1.02 | 10,198,810.00 | 29.34 | 1.23% | 7,256.94 |
| FHLB Bonds | AAA | 2.09% | 3/13/2015 | 2/7/2011 | | 7,565,000.00 | 7,761,622.75 | 7,706,647.29 | 1.06 | 8,027,705.66 | 35.31 | 2.09% | 10,401.88 |
| FHLB Bonds | AAA | 0.57% | 5/27/2015 | 2/23/2012 | | 4,000,000.00 | 3,997,880.00 | 3,997,945.97 | 1.00 | 3,980,956.00 | 37.77 | 0.57% | 7,577.78 |
| FHLB Bonds | AAA | 0.60% | 5/27/2015 | 2/21/2012 | | 1,000,000.00 | 1,045,160.00 | 1,043,666.16 | 1.04 | 1,039,940.00 | 37.77 | 0.60% | 6,888.89 |
| FHLB Bonds | AAA | 0.68% | 2/2/2016 | 2/13/2012 | | 7,590,000.00 | 7,597,134.60 | 7,596,903.34 | 1.00 | 7,577,810.46 | 46.00 | 0.68% | 8,707.42 |
| FHLMC Bonds | AAA | 0.39% | 11/30/2012 | 7/29/2011 | | 5,000,000.00 | 4,999,265.00 | 4,999,634.00 | 1.00 | 5,007,745.00 | 8.00 | 0.39% | 6,250.00 |
| FHLMC Bonds | AAA | 0.53% | 4/11/2013 | 10/27/2010 | | 3,000,000.00 | 3,086,610.00 | 3,036,304.75 | 1.02 | 3,045,225.00 | 12.33 | 0.54% | 24,366.67 |
| FHLMC Bonds | AAA | 0.52% | 7/15/2013 | 7/27/2011 | | 7,000,000.00 | 7,545,050.44 | 7,357,049.73 | 1.05 | 7,380,954.00 | 15.44 | 0.52% | 66,500.00 |
| FHLMC Bonds | AAA | 1.30% | 9/27/2013 | 7/12/2010 | | 15,000,000.00 | 16,329,150.00 | 15,617,550.51 | 1.06 | 15,845,745.00 | 17.87 | 1.30% | 6,875.00 |
| FHLMC Bonds | AAA | 0.40% | 3/21/2014 | 2/23/2012 | | 5,000,000.00 | 4,990,100.00 | 4,990,583.88 | 1.00 | 4,993,495.00 | 23.61 | 0.40% | 416.67 |
| FHLMC Bonds | AAA | 0.97% | 7/28/2014 | 10/28/2010 | | 11,000,000.00 | 11,820,710.00 | 11,508,972.09 | 1.06 | 11,684,508.00 | 27.84 | 0.97% | 57,750.00 |
| FHLMC Bonds | AAA | 1.64% | 9/10/2015 | 9/27/2010 | | 17,000,000.00 | 17,088,555.17 | 17,061,582.31 | 1.03 | 17,564,383.00 | 41.25 | 1.64% | 17,354.17 |
| FHLMC Bonds | AAA | 2.20% | 9/10/2015 | 2/3/2011 | | 13,000,000.00 | 12,744,589.10 | 12,808,745.88 | 1.03 | 13,431,587.00 | 41.25 | 2.20% | 13,270.83 |
| FHLMC Bonds | AAA | 0.93% | 7/18/2016 | 2/21/2012 | | 6,000,000.00 | 7,182,724.81 | 7,154,057.15 | 1.19 | 7,142,304.00 | 51.48 | 0.93% | 66,916.67 |
| FNMA Bonds | AAA | 1.11% | 4/4/2012 | 3/8/2010 | | 6,000,000.00 | 5,986,158.00 | 5,999,926.96 | 1.00 | 6,000,282.00 | 0.13 | 1.11% | 29,500.00 |
| FNMA Bonds | AAA | 0.38% | 4/20/2012 | 1/21/2011 | | 6,000,000.00 | 6,111,240.00 | 6,004,889.67 | 1.00 | 6,005,172.00 | 0.66 | 0.38% | 50,312.50 |
| FNMA Bonds | AAA | 0.33% | 9/15/2012 | 7/27/2011 | | 15,000,000.00 | 15,686,250.00 | 15,277,139.42 | 1.02 | 15,286,350.00 | 5.51 | 0.33% | 29,166.67 |
| FNMA Bonds | AAA | 0.38% | 10/30/2012 | 7/28/2011 | | 13,000,000.00 | 13,019,890.00 | 13,009,209.93 | 1.00 | 13,023,231.00 | 6.98 | 0.38% | 27,083.33 |
| FNMA Bonds | AAA | 0.66% | 8/20/2013 | 10/27/2010 | | 10,000,000.00 | 10,164,100.00 | 10,080,932.59 | 1.01 | 10,124,340.00 | 16.62 | 0.66% | 14,236.11 |
| FNMA Bonds | AAA | Step | 10/24/2013 | 10/24/2011 | 4/24/2012 | 5,000,000.00 | 5,000,000.00 | 5,000,000.00 | 1.00 | 5,000,620.00 | 18.75 | 0.66% | 8,177.08 |
| FNMA Bonds | AAA | 0.40% | 5/15/2014 | 2/23/2012 | | 6,000,000.00 | 6,279,430.18 | 6,266,697.52 | 1.04 | 6,268,260.00 | 25.41 | 0.40% | 56,666.67 |
| FNMA Bonds | AAA | 0.65% | 8/28/2014 | 12/30/2011 | 8/28/2012 | 9,085,000.00 | 9,085,000.00 | 9,085,000.00 | 1.00 | 9,089,751.46 | 28.85 | 0.65% | 5,413.15 |
| FNMA Bonds | AAA | 0.62% | 9/16/2014 | 1/3/2012 | | 15,000,000.00 | 15,955,350.00 | 15,870,171.88 | 1.06 | 15,924,900.00 | 29.48 | 0.62% | 18,750.00 |
| FNMA Bonds | AAA | 1.92% | 4/15/2015 | 3/29/2011 | | 15,000,000.00 | 16,786,500.00 | 16,341,688.09 | 1.13 | 16,951,170.00 | 36.39 | 1.92% | 345,833.33 |
| FNMA Bonds | AAA | 0.72% | 2/25/2016 | 2/13/2012 | | 3,410,000.00 | 3,583,773.60 | 3,578,228.89 | 1.04 | 3,548,548.30 | 46.75 | 0.72% | 6,820.00 |
| FNMA Bonds | AAA | 0.89% | 3/24/2016 | 2/21/2012 | | 6,000,000.00 | 6,315,960.00 | 6,307,706.52 | 1.05 | 6,290,706.00 | 47.67 | 0.89% | 2,566.67 |
| TOTAL | | | | | | 448,865,854.86 | 458,210,587.42 | 455,350,232.32 | | 458,554,574.02 | 17.02 | 0.79% | 1,172,468.00 |

(1) (2)

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

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

Detail of Security Holdings
March 31, 2012

By Maturity

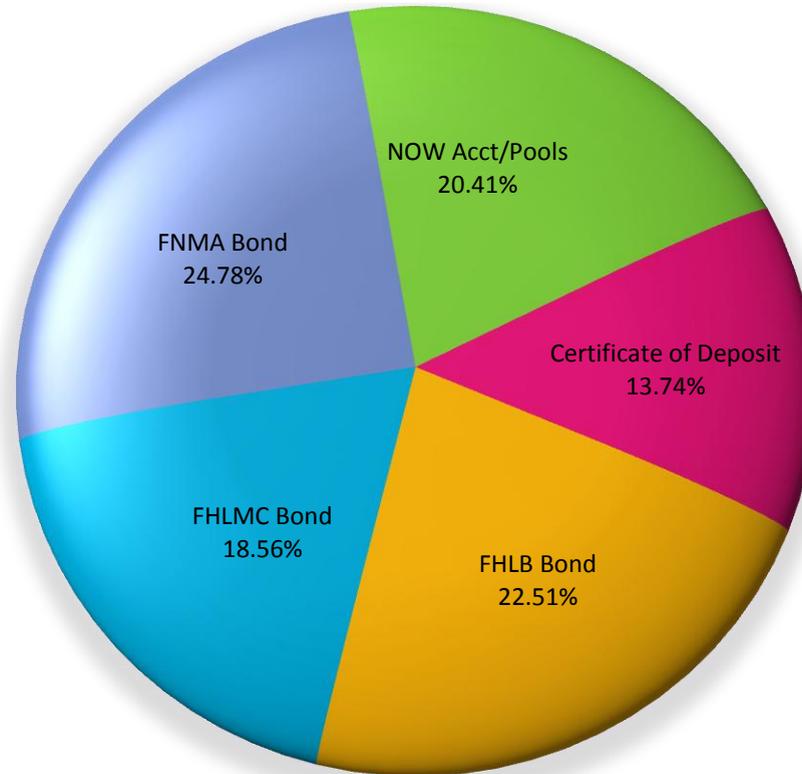
| Security Description | Ratings | Coupon/ YTM | Maturity Date | Settlement Date | Call Date | Par Value | Purchased Value | Adjusted | | Market Value | Life (mo) | Yield | Accrued Interest |
|------------------------|---------|----------------|---------------|-----------------|-----------|-----------------------|-----------------------|-----------------------|--------------|-----------------------|--------------|--------------|---------------------|
| | | | | | | | | Book Value | Market Price | | | | |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | AAA | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| Certificate of Deposit | AAA | 0.60% | 3/9/2014 | 3/9/2012 | | 97,579.62 | 97,579.62 | 97,579.62 | 1.00 | 97,579.62 | 23.21 | 0.60% | 35.29 |
| FHLB Bonds | AAA | 1.63% | 3/14/2014 | 2/15/2011 | | 15,000,000.00 | 15,335,700.00 | 15,213,138.11 | 1.04 | 15,573,750.00 | 23.38 | 1.63% | 16,822.92 |
| FHLMC Bonds | AAA | 0.40% | 3/21/2014 | 2/23/2012 | | 5,000,000.00 | 4,990,100.00 | 4,990,583.88 | 1.00 | 4,993,495.00 | 23.61 | 0.40% | 416.67 |
| FNMA Bonds | AAA | 0.40% | 5/15/2014 | 2/23/2012 | | 6,000,000.00 | 6,279,430.18 | 6,266,697.52 | 1.04 | 6,268,260.00 | 25.41 | 0.40% | 56,666.67 |
| FHLMC Bonds | AAA | 0.97% | 7/28/2014 | 10/28/2010 | | 11,000,000.00 | 11,820,710.00 | 11,508,972.09 | 1.06 | 11,684,508.00 | 27.84 | 0.97% | 57,750.00 |
| FNMA Bonds | AAA | 0.65% | 8/28/2014 | 12/30/2011 | 8/28/2012 | 9,085,000.00 | 9,085,000.00 | 9,085,000.00 | 1.00 | 9,089,751.46 | 28.85 | 0.65% | 5,413.15 |
| FHLB Bonds | AAA | 1.23% | 9/12/2014 | 9/30/2010 | | 10,000,000.00 | 10,054,542.50 | 10,033,829.20 | 1.02 | 10,198,810.00 | 29.34 | 1.23% | 7,256.94 |
| FNMA Bonds | AAA | 0.62% | 9/16/2014 | 1/3/2012 | | 15,000,000.00 | 15,955,350.00 | 15,870,171.88 | 1.06 | 15,924,900.00 | 29.48 | 0.62% | 18,750.00 |
| FHLB Bonds | AAA | 2.09% | 3/13/2015 | 2/7/2011 | | 7,565,000.00 | 7,761,622.75 | 7,706,647.29 | 1.06 | 8,027,705.66 | 35.31 | 2.09% | 10,401.88 |
| FNMA Bonds | AAA | 1.92% | 4/15/2015 | 3/29/2011 | | 15,000,000.00 | 16,786,500.00 | 16,341,688.09 | 1.13 | 16,951,170.00 | 36.39 | 1.92% | 345,833.33 |
| FHLB Bonds | AAA | 0.57% | 5/27/2015 | 2/23/2012 | | 4,000,000.00 | 3,997,880.00 | 3,997,945.97 | 1.00 | 3,980,956.00 | 37.77 | 0.57% | 7,577.78 |
| FHLB Bonds | AAA | 0.60% | 5/27/2015 | 2/21/2012 | | 1,000,000.00 | 1,045,160.00 | 1,043,666.16 | 1.04 | 1,039,940.00 | 37.77 | 0.60% | 6,888.89 |
| FHLMC Bonds | AAA | 1.64% | 9/10/2015 | 9/27/2010 | | 17,000,000.00 | 17,088,555.17 | 17,061,582.31 | 1.03 | 17,564,383.00 | 41.25 | 1.64% | 17,354.17 |
| FHLMC Bonds | AAA | 2.20% | 9/10/2015 | 2/3/2011 | | 13,000,000.00 | 12,744,589.10 | 12,808,745.88 | 1.03 | 13,431,587.00 | 41.25 | 2.20% | 13,270.83 |
| FHLB Bonds | AAA | 0.68% | 2/2/2016 | 2/13/2012 | | 7,590,000.00 | 7,597,134.60 | 7,596,903.34 | 1.00 | 7,577,810.46 | 46.00 | 0.68% | 8,707.42 |
| FNMA Bonds | AAA | 0.72% | 2/25/2016 | 2/13/2012 | | 3,410,000.00 | 3,583,773.60 | 3,578,228.89 | 1.04 | 3,548,548.30 | 46.75 | 0.72% | 6,820.00 |
| FNMA Bonds | AAA | 0.89% | 3/24/2016 | 2/21/2012 | | 6,000,000.00 | 6,315,960.00 | 6,307,706.52 | 1.05 | 6,290,706.00 | 47.67 | 0.89% | 2,566.67 |
| FHLMC Bonds | AAA | 0.93% | 7/18/2016 | 2/21/2012 | | 6,000,000.00 | 7,182,724.81 | 7,154,057.15 | 1.19 | 7,142,304.00 | 51.48 | 0.93% | 66,916.67 |
| TOTAL | | | | | | 448,865,854.86 | 458,210,587.42 | 455,350,232.32 | | 458,554,574.02 | 17.02 | 0.79% | 1,172,468.00 |

(1) (2)

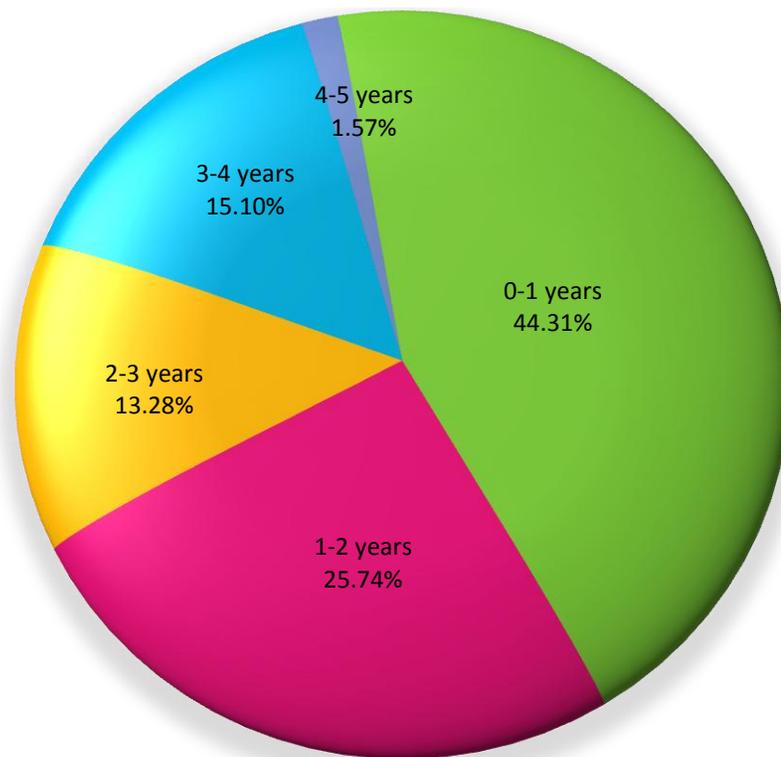
(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

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

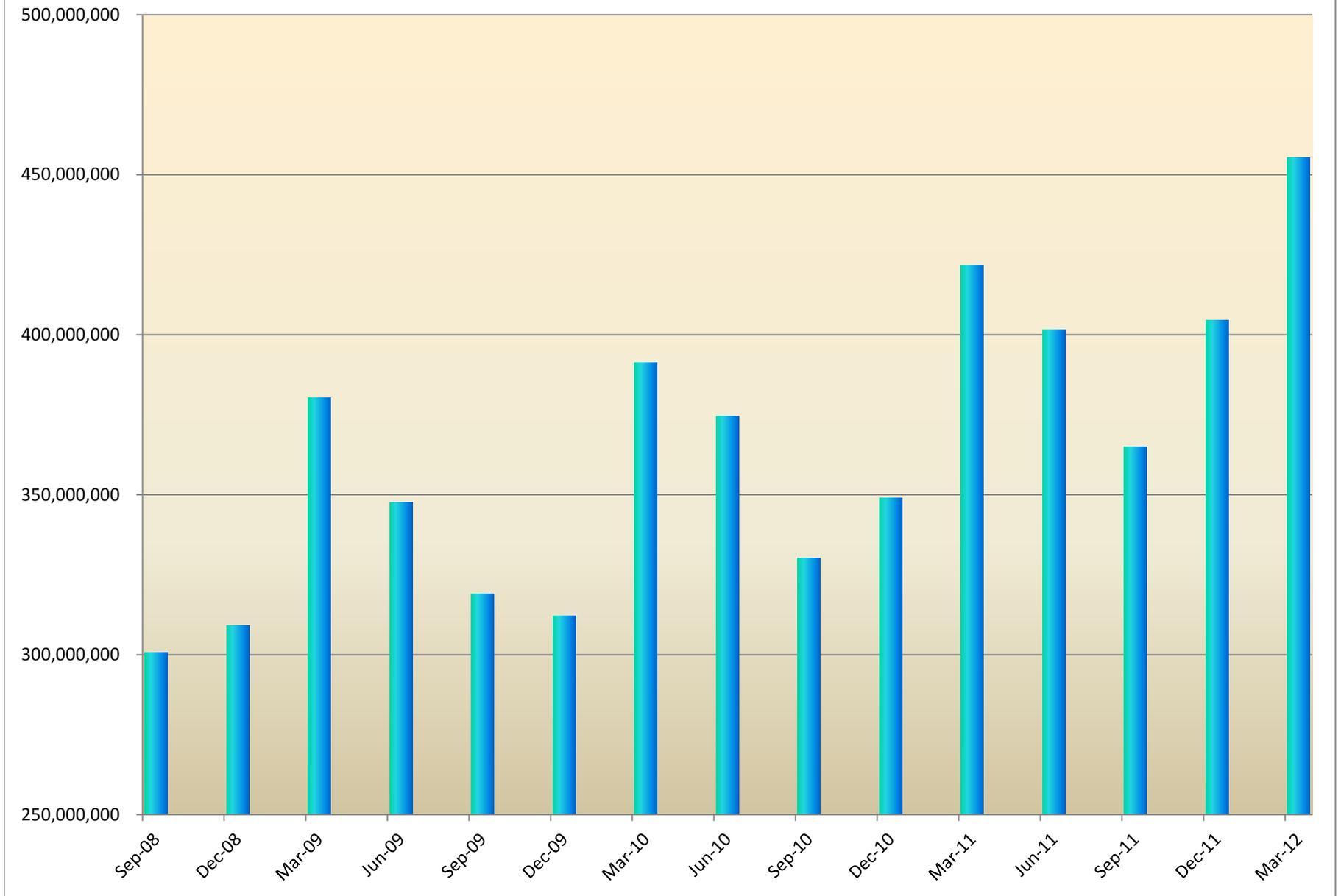
Portfolio Composition 3/31/12



Portfolio Maturities 3/31/12



Quarter End Book Value



Adjusted Book Value Comparison

| Security Description | Coupon/ Yield | Maturity Date | December 31, 2011 | | | | March 31, 2012 | |
|------------------------|---------------|---------------|--------------------------|--------------------------|-------------------------|---------------------------|--------------------------|--------------------------|
| | | | Par Value | Adjusted Book Value | Purchase/ Adjustment | Maturity/Call/ Adjustment | Par Value | Adjusted Book Value |
| Certificate of Deposit | 0.60% | 03/09/14 | 95,000.00 | 95,000.00 | 2,579.62 | - | 97,579.62 | 97,579.62 |
| Certificate of Deposit | 0.60% | 03/09/14 | 95,000.00 | 95,000.00 | 2,579.62 | - | 97,579.62 | 97,579.62 |
| Certificate of Deposit | 0.60% | 03/09/14 | 95,000.00 | 95,000.00 | 2,579.62 | - | 97,579.62 | 97,579.62 |
| Certificate of Deposit | 0.60% | 03/09/14 | 95,000.00 | 95,000.00 | 2,579.62 | - | 97,579.62 | 97,579.62 |
| FHLB Bond | 1.00% | 02/27/12 | 8,000,000.00 | 8,000,388.60 | - | (8,000,388.60) | - | - |
| FHLB Bond | 1.25% | 07/26/12 | 8,725,000.00 | 8,727,294.83 | - | (1,003.99) | 8,725,000.00 | 8,726,290.84 |
| FHLB Bond | 1.39% | 09/14/12 | 17,000,000.00 | 17,072,068.00 | - | (25,419.33) | 17,000,000.00 | 17,046,648.67 |
| FHLB Bond | 0.21% | 02/25/13 | - | - | 9,998,827.52 | - | 10,000,000.00 | 9,998,827.52 |
| FHLB Bond | 0.39% | 04/19/13 | 11,000,000.00 | 11,058,734.93 | - | (11,252.38) | 11,000,000.00 | 11,047,482.55 |
| FHLB Bond | 0.36% | 09/13/13 | 10,000,000.00 | 10,107,679.84 | - | (15,753.80) | 10,000,000.00 | 10,091,926.04 |
| FHLB Bond | 1.63% | 03/14/14 | 15,000,000.00 | 15,240,340.87 | - | (27,202.76) | 15,000,000.00 | 15,213,138.11 |
| FHLB Bond | 1.23% | 09/12/14 | 10,000,000.00 | 10,037,268.82 | - | (3,439.62) | 10,000,000.00 | 10,033,829.20 |
| FHLB Bond | 2.09% | 03/13/15 | 7,565,000.00 | 7,718,615.63 | - | (11,968.34) | 7,565,000.00 | 7,706,647.29 |
| FHLB Bonds | 0.57% | 05/27/15 | - | - | 3,997,945.97 | - | 4,000,000.00 | 3,997,945.97 |
| FHLB Bonds | 0.60% | 05/27/15 | - | - | 1,043,666.16 | - | 1,000,000.00 | 1,043,666.16 |
| FHLB Bonds | 0.68% | 02/02/16 | - | - | 7,596,903.34 | - | 7,590,000.00 | 7,596,903.34 |
| FHLMC Bond | 0.60% | 01/25/12 | 13,000,000.00 | 12,994,095.76 | - | (12,994,095.76) | - | - |
| FHLMC Bond | 0.39% | 11/30/12 | 5,000,000.00 | 4,999,497.50 | 136.50 | - | 5,000,000.00 | 4,999,634.00 |
| FHLMC Bond | 0.53% | 04/11/13 | 3,000,000.00 | 3,045,091.27 | - | (8,786.52) | 3,000,000.00 | 3,036,304.75 |
| FHLMC Bond | 0.52% | 07/15/13 | 7,000,000.00 | 7,426,033.86 | - | (68,984.13) | 7,000,000.00 | 7,357,049.73 |
| FHLMC Bond | 1.30% | 09/27/13 | 15,000,000.00 | 15,720,664.45 | - | (103,113.94) | 15,000,000.00 | 15,617,550.51 |
| FHLMC Bond | 0.40% | 03/21/14 | - | - | 4,990,583.88 | - | 5,000,000.00 | 4,990,583.88 |
| FHLMC Bond | 0.97% | 07/28/14 | 11,000,000.00 | 11,563,526.22 | - | (54,554.13) | 11,000,000.00 | 11,508,972.09 |
| FHLMC Bond | 1.64% | 09/10/15 | 17,000,000.00 | 17,066,036.99 | - | (4,454.68) | 17,000,000.00 | 17,061,582.31 |
| FHLMC Bond | 2.20% | 09/10/15 | 13,000,000.00 | 12,794,911.13 | 13,834.75 | - | 13,000,000.00 | 12,808,745.88 |
| FHLMC Bond | 0.93% | 07/18/16 | - | - | 7,154,057.15 | - | 6,000,000.00 | 7,154,057.15 |
| FNMA Bond | 0.55% | 03/27/12 | 8,000,000.00 | 8,004,944.23 | - | (8,004,944.23) | - | - |
| FNMA Bond | 1.11% | 04/04/12 | 6,000,000.00 | 5,998,265.18 | 1,661.78 | - | 6,000,000.00 | 5,999,926.96 |
| FNMA Bond | 0.38% | 04/20/12 | 6,000,000.00 | 6,027,137.67 | - | (22,248.00) | 6,000,000.00 | 6,004,889.67 |
| FNMA Bond | 0.33% | 09/15/12 | 15,000,000.00 | 15,427,256.61 | - | (150,117.19) | 15,000,000.00 | 15,277,139.42 |
| FNMA Bond | 0.38% | 10/30/12 | 13,000,000.00 | 13,013,144.70 | - | (3,934.77) | 13,000,000.00 | 13,009,209.93 |
| FNMA Bond | 0.66% | 08/20/13 | 10,000,000.00 | 10,095,458.95 | - | (14,526.36) | 10,000,000.00 | 10,080,932.59 |
| FNMA Bond | Step | 10/24/13 | 5,000,000.00 | 5,000,000.00 | - | - | 5,000,000.00 | 5,000,000.00 |
| FNMA Bond | 0.40% | 05/15/14 | - | - | 6,266,697.52 | - | 6,000,000.00 | 6,266,697.52 |
| FNMA Bond | 0.65% | 08/28/14 | 9,085,000.00 | 9,085,000.00 | - | - | 9,085,000.00 | 9,085,000.00 |
| FNMA Bond | 0.62% | 09/16/14 | - | - | 15,870,171.88 | - | 15,000,000.00 | 15,870,171.88 |
| FNMA Bond | 1.92% | 04/15/15 | 15,000,000.00 | 16,451,682.34 | - | (109,994.25) | 15,000,000.00 | 16,341,688.09 |
| FNMA Bond | 0.72% | 02/25/16 | - | - | 3,578,228.89 | - | 3,410,000.00 | 3,578,228.89 |
| FNMA Bond | 0.89% | 03/24/16 | - | - | 6,307,706.52 | - | 6,000,000.00 | 6,307,706.52 |
| TOTAL | | | \$ 400,338,293.92 | \$ 404,638,432.30 | \$ 96,900,390.08 | \$ (46,188,590.06) | \$ 448,865,854.86 | \$ 455,350,232.32 |

Market Value Comparison

| Security Description | Coupon/ Yield | Maturity Date | December 31, 2011 | | Qtr to Qtr Change (1) | March 31, 2012 | |
|------------------------|---------------|---------------|--------------------------|--------------------------|-------------------------|--------------------------|--------------------------|
| | | | Par Value | Market Value | | Par Value | Market Value |
| Certificate of Deposit | 0.60% | 03/09/14 | 95,000.00 | 95,000.00 | 2,579.62 | 97,579.62 | 97,579.62 |
| Certificate of Deposit | 0.60% | 03/09/14 | 95,000.00 | 95,000.00 | 2,579.62 | 97,579.62 | 97,579.62 |
| Certificate of Deposit | 0.60% | 03/09/14 | 95,000.00 | 95,000.00 | 2,579.62 | 97,579.62 | 97,579.62 |
| Certificate of Deposit | 0.60% | 03/09/14 | 95,000.00 | 95,000.00 | 2,579.62 | 97,579.62 | 97,579.62 |
| FHLB Bond | 1.00% | 02/27/12 | 8,000,000.00 | 8,010,552.00 | (8,010,552.00) | - | - |
| FHLB Bond | 1.25% | 07/26/12 | 8,725,000.00 | 8,777,908.40 | (21,158.12) | 8,725,000.00 | 8,756,750.28 |
| FHLB Bond | 1.39% | 09/14/12 | 17,000,000.00 | 17,207,672.00 | (66,657.00) | 17,000,000.00 | 17,141,015.00 |
| FHLB Bond | 0.21% | 02/25/13 | - | - | 9,997,390.00 | 10,000,000.00 | 9,997,390.00 |
| FHLB Bond | 0.39% | 04/19/13 | 11,000,000.00 | 11,068,002.00 | (4,147.00) | 11,000,000.00 | 11,063,855.00 |
| FHLB Bond | 0.36% | 09/13/13 | 10,000,000.00 | 10,101,720.00 | (5,260.00) | 10,000,000.00 | 10,096,460.00 |
| FHLB Bond | 1.63% | 03/14/14 | 15,000,000.00 | 15,614,115.00 | (40,365.00) | 15,000,000.00 | 15,573,750.00 |
| FHLB Bond | 1.23% | 09/12/14 | 10,000,000.00 | 10,205,960.00 | (7,150.00) | 10,000,000.00 | 10,198,810.00 |
| FHLB Bond | 2.09% | 03/13/15 | 7,565,000.00 | 8,052,488.60 | (24,782.94) | 7,565,000.00 | 8,027,705.66 |
| FHLB Bond | 0.57% | 05/27/15 | - | - | 3,980,956.00 | 4,000,000.00 | 3,980,956.00 |
| FHLB Bond | 0.60% | 05/27/15 | - | - | 1,039,940.00 | 1,000,000.00 | 1,039,940.00 |
| FHLB Bond | 0.68% | 02/02/16 | - | - | 7,577,810.46 | 7,590,000.00 | 7,577,810.46 |
| FHLMC Bond | 0.60% | 01/25/12 | 13,000,000.00 | 13,001,794.00 | (13,001,794.00) | - | - |
| FHLMC Bond | 0.39% | 11/30/12 | 5,000,000.00 | 5,009,735.00 | (1,990.00) | 5,000,000.00 | 5,007,745.00 |
| FHLMC Bond | 0.53% | 04/11/13 | 3,000,000.00 | 3,053,709.00 | (8,484.00) | 3,000,000.00 | 3,045,225.00 |
| FHLMC Bond | 0.52% | 07/15/13 | 7,000,000.00 | 7,445,060.00 | (64,106.00) | 7,000,000.00 | 7,380,954.00 |
| FHLMC Bond | 1.30% | 09/27/13 | 15,000,000.00 | 15,963,120.00 | (117,375.00) | 15,000,000.00 | 15,845,745.00 |
| FHLMC Bond | 0.40% | 03/21/14 | - | - | 4,993,495.00 | 5,000,000.00 | 4,993,495.00 |
| FHLMC Bond | 0.97% | 07/28/14 | 11,000,000.00 | 11,672,342.00 | 12,166.00 | 11,000,000.00 | 11,684,508.00 |
| FHLMC Bond | 1.64% | 09/10/15 | 17,000,000.00 | 17,539,495.00 | 24,888.00 | 17,000,000.00 | 17,564,383.00 |
| FHLMC Bond | 2.20% | 09/10/15 | 13,000,000.00 | 13,412,555.00 | 19,032.00 | 13,000,000.00 | 13,431,587.00 |
| FHLMC Bond | 0.93% | 07/18/16 | - | - | 7,142,304.00 | 6,000,000.00 | 7,142,304.00 |
| FNMA Bond | 0.55% | 03/27/12 | 8,000,000.00 | 7,990,464.00 | (7,990,464.00) | - | - |
| FNMA Bond | 1.11% | 04/04/12 | 6,000,000.00 | 6,013,794.00 | (13,512.00) | 6,000,000.00 | 6,000,282.00 |
| FNMA Bond | 0.38% | 04/20/12 | 6,000,000.00 | 6,031,818.00 | (26,646.00) | 6,000,000.00 | 6,005,172.00 |
| FNMA Bond | 0.33% | 09/15/12 | 15,000,000.00 | 15,437,220.00 | (150,870.00) | 15,000,000.00 | 15,286,350.00 |
| FNMA Bond | 0.38% | 10/30/12 | 13,000,000.00 | 13,031,031.00 | (7,800.00) | 13,000,000.00 | 13,023,231.00 |
| FNMA Bond | 0.66% | 08/20/13 | 10,000,000.00 | 10,139,960.00 | (15,620.00) | 10,000,000.00 | 10,124,340.00 |
| FNMA Bond | Step | 10/24/13 | 5,000,000.00 | 5,002,675.00 | (2,055.00) | 5,000,000.00 | 5,000,620.00 |
| FNMA Bond | 0.40% | 05/15/14 | - | - | 6,268,260.00 | 6,000,000.00 | 6,268,260.00 |
| FNMA Bond | 0.65% | 08/28/14 | 9,085,000.00 | 9,074,624.93 | 15,126.53 | 9,085,000.00 | 9,089,751.46 |
| FNMA Bond | 0.62% | 09/16/14 | - | - | 15,924,900.00 | 15,000,000.00 | 15,924,900.00 |
| FNMA Bond | 1.92% | 04/15/15 | 15,000,000.00 | 17,057,565.00 | (106,395.00) | 15,000,000.00 | 16,951,170.00 |
| FNMA Bond | 0.72% | 02/25/16 | - | - | 3,548,548.30 | 3,410,000.00 | 3,548,548.30 |
| FNMA Bond | 0.89% | 03/24/16 | - | - | 6,290,706.00 | 6,000,000.00 | 6,290,706.00 |
| TOTAL | | | \$ 400,338,293.92 | \$ 407,878,673.85 | \$ 50,675,900.17 | \$ 448,865,854.86 | \$ 458,554,574.02 |

| Book Value Allocation | | | | | | |
|------------------------|---------------------------|----------------------------|---------------------------|----------------------------|-----------------------------|------------------------|
| | December 31,2011 | | March 31, 2012 | | Previous Quarter Comparison | |
| | % Equity in Treasury Pool | Book Value Fund Allocation | % Equity in Treasury Pool | Book Value Fund Allocation | Book Value Change (%) | Book Value Change (\$) |
| General Fund | 13.06% | 52,828,093.50 | 20.62% | 93,891,673.76 | 7.56% | 41,063,580.26 |
| Debt Service Funds | 3.49% | 14,104,392.93 | 7.57% | 34,451,564.25 | 4.08% | 20,347,171.32 |
| Capital Projects Funds | 37.88% | 153,279,890.43 | 32.15% | 146,384,111.46 | -5.73% | (6,895,778.97) |
| Enterprise Funds | 17.10% | 69,183,210.22 | 13.46% | 61,273,975.90 | -3.64% | (7,909,234.32) |
| Special Revenue Funds | 8.31% | 33,624,004.61 | 7.56% | 34,406,974.84 | -0.75% | 782,970.23 |
| Internal Service Funds | 15.05% | 60,912,507.86 | 13.92% | 63,391,975.03 | -1.13% | 2,479,467.17 |
| Fiduciary Funds | 5.12% | 20,706,332.75 | 4.73% | 21,549,957.07 | -0.39% | 843,624.32 |
| Totals | 100.00% | 404,638,432.30 | 100.00% | 455,350,232.32 | | 50,711,800.02 |

| Market Value Allocation | | | | | | |
|-------------------------|---------------------------|------------------------------|---------------------------|------------------------------|-----------------------------|--------------------------|
| | December 31,2011 | | March 31, 2012 | | Previous Quarter Comparison | |
| | % Equity in Treasury Pool | Market Value Fund Allocation | % Equity in Treasury Pool | Market Value Fund Allocation | Market Value Change (%) | Market Value Change (\$) |
| General Fund | 13.06% | 53,251,127.42 | 20.62% | 94,552,398.16 | 7.56% | 41,301,270.74 |
| Debt Service Funds | 3.49% | 14,217,337.32 | 7.57% | 34,694,003.10 | 4.08% | 20,476,665.78 |
| Capital Projects Funds | 37.88% | 154,507,316.77 | 32.15% | 147,414,229.99 | -5.73% | (7,093,086.78) |
| Enterprise Funds | 17.10% | 69,737,211.75 | 13.46% | 61,705,166.54 | -3.64% | (8,032,045.21) |
| Special Revenue Funds | 8.31% | 33,893,257.08 | 7.56% | 34,649,099.90 | -0.75% | 755,842.82 |
| Internal Service Funds | 15.05% | 61,400,279.71 | 13.92% | 63,838,070.22 | -1.13% | 2,437,790.51 |
| Fiduciary Funds | 5.12% | 20,872,143.79 | 4.73% | 21,701,606.11 | -0.39% | 829,462.32 |
| Totals | 100.00% | 407,878,673.85 | 100.00% | 458,554,574.02 | | 50,675,900.17 |

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|--|---------|----------------------------------|--|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 5/14/12 | | |
| Department: | | Budget & Research | | |
| Department Head | | Karen Rhodes-Whitley | | |
| Agenda Coordinator (include phone #): Anita Bell, 7194 | | | | |
| CAPTION | | | | |
| <p>An Ordinance of the City of Plano, Texas, transferring the sum of \$56,117 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for two (2) full-time victim advocate positions for the remainder of this fiscal year for the Police Department, as required by Chapter 56 of the Texas Criminal Code of Procedure; amending the budget of the City and Ordinance 2011-9-8, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | 2011-12 | Prior Year (CIP Only) | Current Year | Future Years |
| | | TOTALS | | |
| Budget | | 0 | 197,252,918 | 0 |
| Encumbered/Expended Amount | | 0 | 0 | 0 |
| This Item | | 0 | 56,117 | 0 |
| BALANCE | | 0 | 197,309,035 | 0 |
| FUND(S): GENERAL FUND | | | | |
| <p>COMMENTS: Supplemental appropriations approved to date for the General Fund, including this item, total \$791,855. The current General Fund balance supports this supplemental appropriation in the amount of \$56,117.</p> <p>STRATEGIC PLAN GOAL: Providing additional funding for two (2) full-time victim advocate positions relates to the City's goals of Safe Large City and Partnering for Community Benefit.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| Supplemental Appropriation No. 8 | | | | |
| <p>This supplemental appropriation will provide necessary funding for the addition of two (2) full-time victim advocates to provide required victims assistance services to Plano crime victims as required under Chapter 56 of the Texas Criminal Code of Procedure.</p> | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Memo | | | | |



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| Supplemental Appropriation Log | |
|--------------------------------|--|
| | |



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099
<http://www.ci.plano.tx.us>

MEMORANDUM

DATE: *May 4, 2012*

TO: *Lashon Ross, Deputy City Manager*

FROM: *Gregory W. Rushin, Chief of Police* *GR*

SUBJECT: *Request for Supplemental Appropriation*

Chapter 56 of the Texas Criminal Code of Procedure requires Police Departments to provide victims assistance services. Since the early 1990's we have had a contract agency provide victims assistance services for us as well as three other diversion programs; First Offender, Tobacco, and Alcohol. We paid \$115,000 for these services, and the contract agency obtained victims assistance grants and fees from the diversion programs to defray other costs.

Family Services of Plano was created in the early 1990's for this purpose, and later changed its name to Crossroads Family Services. We cut the \$115,000 funding for Crossroads Family Services from the Police Department budget effective October 1, 2009. Shortly thereafter The Boys and Girls Club absorbed Crossroads, as Crossroads was not able to financially operate any longer without the City funding. Recently the Boys and Girls Club realized their grant was expiring, and gave us notice they will close this part of their business effective May 31, 2012. They will no longer provide any contract services or programs on behalf of the Police Department or Municipal Court.

After research and analysis we have determined we need 2 full-time Victim Advocate positions to provide required victims assistance services to Plano crime victims. This will not include any diversion programs for first offenders, alcohol, or tobacco. The total for salary, benefits, car mileage, Blackberries, and computers for the last 4 months of FY 2011-2012 is \$56,116.19. This is funding we do not feel can be covered in our current FY 2011-2012 budget. However, the Police Department can fund an estimated \$34,000 in costs for remodeling to create proper offices and furnishings for the Victims Advocates.

Therefore, I request \$56,116.19 in a supplemental appropriation for two (2) Victim Advocate positions for the rest of FY 2011-2012. This will also require a commitment for an additional \$178,608 in ongoing funding starting in FY 2012-2013. I have attached the financial work sheet that break down the costs for the remainder of FY 2011-2012 and the job description for Victim Advocate. If you have any questions please advise.

Crime Victims Liaison Program
Supplemental Appropriation
April 27, 2012

4 Months

| Salary Grade | Salary Ranges for 2 Employees | Benefits X 2 | Total for 2 Employees | Total Salary/Benefits for 4 months |
|--------------------|-------------------------------|--------------|-----------------------|------------------------------------|
| Grade 13: Midpoint | \$110,968 | \$38,589 | \$149,557 | \$49,852.21 |

| | |
|----------|-----------|
| Training | \$2500.00 |
|----------|-----------|

| Monthly Mileage | 2 Employees | .55 per mile | Mileage – 4 Months |
|-----------------|-------------|--------------|--------------------|
| 250 Miles | 500 Miles | \$275 | \$1,100.00 |

| Blackberries - Monthly | 2 Employees | 4 Months |
|------------------------|-------------|----------|
| \$90.00 | \$180.00 | \$720.00 |

Start-up Cost

| Computer | 2 Employees |
|----------|-------------|
| \$922.00 | \$1844.00 |

| Blackberry Cost | 2 Employees |
|-----------------|-------------|
| \$49.99 | \$99.98 |

| Remodel | Cost |
|--|-------------|
| Materials and labor to Partition open area in PIO office to accommodate two 10'x13' offices, 20'x7' waiting room, frame new door, eliminate existing door, remove window and wall in, all necessary wiring, data/telephone cabling, AC duct work, paint, and carpeting | \$25,000.00 |

| Furnishings | Cost |
|--|-----------|
| 2 Desk, 2 task chairs, 2 office chairs, 2 office love seats, 2 lateral 5 drawer files, 1 reception area love seat, 2 reception area chairs, 1 end table, office supplies | \$9000.00 |

| | |
|-------|-------------|
| Total | \$90,116.19 |
|-------|-------------|

| | | | |
|--------------------|-------------------|---------------------------|------------|
| Job Title: | Victim Advocate | Date Originated: | 04/26/12 |
| Department: | Police Department | Date Last Revised: | |
| Job Code: | 2P1053 | FLSA: | Non-Exempt |

BASIC FUNCTION: The Victim Advocate is responsible for providing assistance to persons who are victims of crime. The incumbent ensures the rights and needs of victims are recognized and met; assists staff with investigations and further developing case histories and evidence; provides immediate counseling services and identifies and contacts other social service agencies as appropriate; provides responsible staff assistance to law enforcement personnel.

PRINCIPAL RESPONSIBILITIES:

1. Provides on-site crisis intervention to family violence victims and highly traumatized victims and witnesses of crime.
2. Provides follow-up contact by phone or in person with crime victims to offer support and assistance in accessing community resources.
3. Notifies crime victims of their rights and provides information regarding Crime Victim Compensation.
4. Assists family violence victims with obtaining protective orders and emergency shelter.
5. Documents all contacts made with crime victims and other social service agencies.
6. Identifies and contacts other social service agencies as appropriate.
7. Communicates with investigators, patrol officers, and other criminal justice authorities on behalf of crime victims to determine the status of cases or other pertinent information.

8. Reviews and/or screens all crime reports for crimes against persons offenses to determine appropriate assistance required.
9. Reports all incidences of child abuse and elderly abuse to appropriate governmental protective and regulatory agencies.
10. Ensures compliance with the State of Texas Crime Victim Compensation Act regulations and Victim Assistance accreditation standards.
11. Attends court proceedings as necessary; provides expert witness testimony and information regarding assigned cases.
12. Provides presentations to community groups regarding child abuse, family violence, and crime victims' issues.
13. Serves as a consultant to departmental employees regarding services available in the community to victims.
14. Provides training to police personnel regarding family violence, Crime Victim Compensation, sexual assault, and child abuse issues.
15. Establishes and maintains effective working relationships with police personnel, agency staffs, professional groups and organizations, and the general public.

TYPICAL DECISIONS: The incumbent determines whether assistance is required to victims and/or witnesses and identifies the most effective method to meet their needs through coordination with available agencies, organizations, and other resources. The incumbent monitors the victims' and/or witnesses' progress and evaluates whether their needs are being met. The incumbent ensures compliance to the applicable laws and regulations and recommends appropriate responses to address any compliance issues. The incumbent determines appropriate education methods for training.

MINIMUM QUALIFICATIONS:

Knowledge: Requires knowledge of social service agencies and the scope of their services. Requires knowledge of federal, state, and local laws, codes, regulations, and ordinances regarding

victim assistance including the victim compensation program and victims' rights. Requires knowledge of the criminal justice system including operating procedures. Requires knowledge of procedures, methods, and techniques involved in counseling victims and their families including interviewing techniques for child abuse victims. Requires knowledge of standard office practices, procedures, equipment, and software.

Skills: Requires the ability to accurately and thoroughly evaluate the needs of victims and witnesses including recognizing the signs of child abuse and neglect. Requires the ability to provide effective counseling services to family units and to identify and provide alternatives for social service needs. Requires the ability to work effectively in stressful situations and exhibit appropriate judgment in assessing needs; communicate effectively verbally and in writing; plan, organize, and allocate time effectively; establish and maintain cooperative working relationships with others; maintain confidentiality of all information and records; and develop and present training materials and information for various groups. Requires the ability to learn and understand the administrative directives, standard operating procedures, and training bulletins of the Plano Police Department.

Education: Requires a Bachelor's degree in social work or a related field from an accredited college or university with a Master's degree preferred in social work or a related field.

Experience: Requires two years of experience in a victim assistance program or a closely related field.

Any work related experience resulting in acceptable proficiency levels in the above Minimum Qualifications is an acceptable substitute for the above specified experience requirements.

Licenses and Certificates: Certification as a Licensed Professional Counselor (LPC), or a Licensed Clinical Social Worker (LSCW), or crime victim advocate certification is preferred.

The above statements are intended to describe the general nature and level of work being performed and are not intended to be an exhaustive list of all responsibilities, duties and skills which may be required. With or without reasonable accommodation, the position also requires meeting the essential requirements of the Job Task Analysis.

An Ordinance of the City of Plano, Texas, transferring the sum of \$56,117 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for two (2) victim advocate positions for the remainder of this fiscal year for the Police Department, as required by Chapter 56 of the Texas Criminal Code of Procedure; amending the budget of the City and Ordinance 2011-9-8, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for fiscal year 2011-12 setting the appropriations for the General Fund at \$197,252,918; and

WHEREAS, Chapter 56 of the Texas Criminal Code of Procedure requires Police Departments to provide victims assistance services to victims of certain crimes; and

WHEREAS, Crossroads Family Services was absorbed by The Boys and Girls Club in 2009; and

WHEREAS, The Boys and Girls Club gave the City of Plano notice that they will shut the doors of this part of their business effective May 31, 2012; and

WHEREAS, the City of Plano Police Department is requesting funding in the amount of \$56,117 for two (2) full-time victim advocate positions to provide the required victims assistance services to Plano crime victims; and

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

WHEREAS, the City Council now finds that additional appropriations to the General Fund operating appropriation should be made in order to provide additional funding for the victim assistance advocates, and that such action is a public necessity.

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

SECTION I. The estimated sum of FIFTY-SIX THOUSAND ONE HUNDRED AND SEVENTEEN DOLLARS (\$56,117) is hereby transferred from the General Fund unappropriated fund balance to the General Fund operating appropriation.

SECTION II. The budget of the City of Plano for fiscal year 2011-12 as adopted by Ordinance No. 2011-9-8 is amended to reflect the action taken herein.

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

SECTION IV. This supplemental appropriation Ordinance No. 8 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 14TH DAY OF MAY, 2012.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

Diane C. Wetherbee, **CITY ATTORNEY**

**FY 2011-12
SUPPLEMENTAL APPROPRIATIONS**

| Description | Department | Amount |
|--|-----------------------------|-------------------|
| Supplemental Appropriation for Special Election Contract with Collin County | City Secretary | 94,187 |
| Supplemental Appropriation for Special Election Contract with Denton County | City Secretary | 3,863 |
| Supplemental Appropriation for legal fees for PEDB dissolution | Economic Development | 68,355 |
| Supplemental Appropriation for settlement of lawsuit - Billy Horton, et al | Legal | 554,333 |
| Supplemental Appropriation for 2011 Audit Change Order | Accounting | 15,000 |
| Supplemental Appropriation for 2 Victims Advocates | Police | 56,117 |
| TOTAL GENERAL FUND APPROPRIATIONS | | \$ 791,855 |
| Supplemental Appropriation for Website Upgrade | Plano Television Network | 42,858 |
| TOTAL PTN FUND APPROPRIATIONS | | \$ 42,858 |
| TOTAL CAPITAL RESERVE FUND APPROPRIATIONS | | \$ - |
| TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS | | \$ - |
| Supplemental Appropriation for Wireless Communication Services from Blackboard, Inc. | Customer & Utility Services | 144,882 |
| TOTAL WATER & SEWER FUND | | \$ 144,882 |
| TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS | | \$ - |
| TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS | | \$ - |
| TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS | | \$ - |
| TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS | | \$ - |
| TOTAL GOLF COURSE FUND APPROPRIATIONS | | \$ - |
| TOTAL RECREATION FUND APPROPRIATIONS | | \$ - |
| TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS | | \$ - |
| GRAND TOTAL ALL FUNDS | | \$ 979,595 |



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|----------------------------------|--|-------------------------|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 05/14/12 | | |
| Department: | | Economic Development | | |
| Department Head | | Sally Bane | | |
| Agenda Coordinator (include phone #): Linda Thomason x8301 | | | | |
| CAPTION | | | | |
| Public Hearing and an Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 127 for tax abatement consisting of a 6.715 acre tract of land located in the J. B. Roundtree Survey, Abstract No. 759, Collin County and described in Exhibit "A" attached hereto in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): | | | | |
| COMMENTS: Notice of public hearing published on May 3, 2012 to create Reinvestment Zone 127. The real property improvements amount is \$5,000,000 and the business personal property amount is \$1,750,000. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy. | | | | |
| SUMMARY OF ITEM | | | | |
| This is related to Eltek, Inc., a Delaware Corporation, and Argent Plano Realty, L.P., request for tax abatement on Reinvestment Zone 127 and creation of the zone. | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Ordinance | | | | |
| Metes and Bounds | | | | |

An Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 127 for tax abatement consisting of a 6.715 acre tract of land located in the J. B. Roundtree Survey, Abstract No. 759, Collin County and described in Exhibit "A" attached hereto in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related 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 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, 2012, 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. 127, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2013.

Section VI. To be eligible for tax abatement a project shall:

- a) Be located wholly within the zone as established herein.
- b) 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.
- c) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- d) 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 Improvements and Tangible Personal Property value from taxation as approved hereunder as shown below:

- a) Ten (10) consecutive tax years beginning with and including the January 1, 2013 assessment date for the Real Property Improvements.
- b) Nine (9) consecutive tax years beginning with and including the January 1, 2014 assessment date for the Tangible Personal Property Improvements.
- c) Share of taxes abated – fifty percent (50%) of taxes on the total value of appraised Real Property Improvements for the years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022.

- d) Share of taxes abated – fifty percent (50%) of taxes on the total appraised value of Business Personal Property for the years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022.

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; and
- 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; and
- 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, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the J. B. Roundtree Survey, Abstract No. 759, being all of Lot 1, Block 7, Central Plano Industrial Park, Phase III, an Addition to the City of Plano, Texas, according to the plat thereof recorded under Cabinet 2008, Page 239, Official Public Records, Collin County, Texas and being a portion of that certain tract of land conveyed to Argent Plano Realty, L.P. by Special Warranty Deed recorded in Volume 4850, Page 1586, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set (from which a 1/2 inch iron rod found bears North 63 degrees 13 minutes 31 seconds East, a distance of 0.57 feet) in the North ROW line of Plano Parkway (a 100' ROW), being at the Southeast corner of said Lot 1, Block 7 and the Southwest corner of Lot 1, Block 8, Central Plano Industrial Park, Phase 3, recorded in Cabinet K, Slide 258, Official Public Records, Collin County, Texas;

THENCE: North 89 degrees 47 minutes 30 seconds West, along the North ROW line of Plano Parkway and the South line of said Lot 1, Block 7, a distance of 696.08 feet to a 1/2 inch iron rod set (from which a 3-inch aluminum disk found bears North 55 degrees 21 minutes 45 seconds West, a distance of 0.29 feet) at the Southwest corner of said Lot 1, Block 7 and the Southeast corner of Lot 2, Block 10, Central Plano Industrial Park, Phase 3, recorded in Cabinet K, Slide 81, Official Public Records, Collin County, Texas;

THENCE: North 00 degrees 12 minutes 30 seconds East, departing the North ROW line of Plano Parkway, along at the common line of said Lot 1, Block 7 and said Lot 2, Block 10, passing at 311.00 feet the Northeast corner of said Lot 2, Block 10 and the Southeast corner of a tract of land conveyed to City of Plano by Deed recorded in Volume 2481, Page 556, Official Public Records, Collin County, Texas, continuing along the common line of said Lot 1, Block 7 and said City of Plano tract, a total distance of 420.23 feet to a 1/2 inch iron rod set (from which a 1/2 inch iron rod found bears North 67 degrees 24 minutes 09 seconds West, a distance of 0.26 feet) Northwest corner of said Lot 1, Block 7 and the Southwest corner of Lot 4, Block 10 of said Central Plano Industrial Park, Phase III;

THENCE: North 89 degrees 47 minutes 30 seconds West, along the common line of said Lot 1, Block 7 and said Lot 4, Block 10, at a distance of 376.08 feet passing a 1/2 inch iron rod found with yellow cap stamped AHalf and Assoc≅ at the Southeast corner of said Lot 4, Block 10 and the Southwest corner Lot 3, Block 10, Central Plano Industrial Park, Phase 3, recorded in Cabinet Q, Slide 522, Official Public Records, Collin County, Texas, continuing along the common line of said Lot 1, Block 7 and said Lot 3, Block 10, a total distance of 696.08 feet to a 1/2 inch iron rod set (from which a 1/2 inch iron rod found with yellow cap stamped AHalf and Assoc≅ bears South 14 degrees 32 minutes 37 seconds West, a distance of 0.38 feet) in the West line of Lot 1, Block 9, Central Plano Industrial Park, Phase 3, recorded in Cabinet K, Slide 258, Official Public

Records, Collin County, Texas, being at the Northeast corner of said Lot 1, Block 7 and the Southeast corner of said Lot 3, Block 10;

THENCE: South 00 degrees 12 minutes 30 seconds West, along the common line of said Lot 1, Block 7 and said Lot 1, Block 9, at 49.52 feet passing the Southwest corner of said Lot 1, Block 9 and the Northwest corner of said Lot 1, Block 8, continuing along the common line of said Lot 1, Block 7 and said Lot 1, Block 8, a total distance of 420.23 feet to the PLACE OF BEGINNING and containing 6.715 acres of 292,514 square feet of land.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|--|-------------------------|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 05/14/12 | | |
| Department: | | Economic Development | | |
| Department Head | | Sally Bane | | |
| Agenda Coordinator (include phone #): Linda Thomason x8301 | | | | |
| 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, Eltek, Inc., and Argent Plano Realty, L.P. providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(s): | | | | |
| COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy. | | | | |
| SUMMARY OF ITEM | | | | |
| This is related to Eltek, Inc., a Delaware corporation, and Argent Plano Realty, L.P., a Texas limited partnership request for tax abatement on Reinvestment Zone 127 and creation of the zone. | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Resolution | | | | |
| Tax Abatement Agreement | | | | |

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, Eltek, Inc., and Argent Plano Realty, L.P. providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas, Eltek, Inc., a Delaware corporation, and Argent Plano Realty, L.P., a Texas limited partnership, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 14th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 127, which shall be hereinafter referred to as the "Personalty." The Personalty is to have an assessed taxable value as determined by the Collin County Appraisal District of not less than One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) on the Real Property by January 1, 2014, and is or will be owned by Tenant.

3. Tenant shall maintain the taxing situs of the Personalty on the Real Property and may not relocate the taxing situs of the Personalty in other Reinvestment Zones in the City.

IMPROVEMENTS

4. (a) The Tenant agrees to add the Personalty required under Paragraph 2 by December 31, 2013, unless an extension as a result of an Event of Force Majeure is approved by the City in writing.

(b) By December 31, 2012, the Owner or Tenant shall make or cause to be made improvements to the Real Property consisting of a new building that is at least 100,000 gross square feet for office and warehouse space with an assessed taxable value of Real Property Improvements of not less than Five Million Dollars (\$5,000,000.00) as determined by the Collin County Central Appraisal District for the tax year beginning in January 2013 unless an extension as a result of an Event of Force Majeure has been approved by the City in writing.

(c) In the Event of a Force Majeure "Event" the affected party shall notify the City in writing not less than sixty (60) days of the onset of the Event with supporting documentation, the anticipated duration and the actions that the party will take to alleviate the Event. The City Manager shall consider such request and may grant an extension of time to complete the obligations, such extension shall not be unreasonably withheld. If the Event results in a delay of meeting the required improvement value, the party requesting the extension agrees that in the following year the minimum required taxable value of the Improvements and/or Personalty shall be met.

(d) The term "Event of Force Majeure" means 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, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Owner or Tenant at the Real Property. The term shall not include a downturn in the economy.

DEFAULT

5. Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) Tenant allows its personal property taxes or Owner allows its real property improvement taxes owed the City to become delinquent and fails to either (1) timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or (2) cure such delinquency within thirty (30) days of receipt of notice of such delinquency; or

(b) Owner or Tenant fails to construct the Improvements required in 4(b); or

(c) (i) In the first year of the abatement period for the Personalty, the assessed taxable value is less than the minimum amount set forth in Paragraph 2; or

(ii) At any time during the Agreement, the Personalty is removed from the Real Property and the result is the taxable appraised value of the Personalty is below the minimum amount set forth in Paragraph 2; or

(d) At any time during the Agreement, the assessed taxable value of the Real Property Improvements is less than the minimum amount set forth in Paragraph 4(b) as a result of the Owner's protest; or

(e) (i) Tenant or Owner or Owner's duly authorized representative fails to provide the annual certification as required in Paragraph 9 below; or

(ii) Tenant or Owner fails to comply with the Assignment provision in Paragraph 10; or

(f) Tenant or Owner has been convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of aliens at the Real Property.

6. In the event that the Tenant or Owner defaults under this Agreement, the City shall give all parties written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated as to all parties except any damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

7. Upon the occurrence of an event of default under Paragraph 5(a) (b) or (f) above and that remains uncured, this Agreement shall terminate in its entirety as to all parties upon delivery of written notice by the City to the parties and all taxes, including previously abated taxes which would have been paid to the City without the benefit of this Agreement, shall become due and owing to the City, 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 and Texas Government Code Chapter 2264.

Upon the occurrence of an event of default under Paragraph 5(c) (d) or (e) above and that remains uncured, this Agreement shall terminate in its entirety as to all parties upon delivery of written notice by the City to the parties. At the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City without the benefit of this Agreement to become due and owing to the City, 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. City shall exercise such option within ninety (90) days of notice of default.

EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS

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

ANNUAL CERTIFICATION

9. Beginning November 1, 2013, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Tenant and Owner, or their successors or assigns, must each provide annual certification (substantially in the form attached as **EXHIBIT "B"** hereto) to the City certifying compliance with each applicable term of the Agreement. Owner hereby grants to Tenant a power of attorney for the term of this Agreement for the limited purpose of making its annual certification on behalf of Owner and Tenant agrees to perform such duty.

ASSIGNMENT

10. If either Tenant or Owner wishes to assign its rights and duties under this Agreement, it must comply with the following provisions. A failure to comply is an event of default and all remedies may apply including but not limited to a suspension of the abatement for the year(s) for which non-compliance occurred.

(a) City Consent Required. Except as permitted by (b) below, this Agreement may not be assigned without the express written consent of the City. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for the City Council review and approval.

(b) Exceptions to City Consent. Tenant or Owner may assign this Agreement without obtaining the City's consent:

(i) To a wholly owned affiliate of Tenant or Owner; or

(ii) Any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Tenant or Owner; or

(iii) Upon the sale of the Real Property by Owner.

(c) Prior to the effective date of the assignment or sale under (a) or (b) above, the assigning party agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement, without exception, and the assignee or successor shall be responsible for any default(s) of the assignee or seller that occurred prior to or after the effective date of the assignment.

ABATEMENT PROVISIONS

11. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem personal property taxes and real property improvement taxes belonging to Tenant and Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) (i) The tax abatement as to Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2013, through December 31, 2022.

(ii) The tax abatement as to Personalty, as provided for herein, shall be for a period of nine (9) tax years, from January 1, 2014, through December 31, 2022.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Personalty and Real Property improvements for the tax years set forth above.

(c) The Tenant or Owner shall have the right to protest and/or contest any assessment of the Personalty or real property improvements where such assessment is above the minimum amount required to be maintained under Paragraphs 2 and 4 of this Agreement. 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. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those required in Paragraph 2 and 4 as a result of a Tenant or Owner filed protest and/or contest, or the removal of Personalty from the Real Property.

NOTICE

12. 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. Bruce D. Glasscock
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 Tenant by notice before relocation to:

Eltek, Inc., a Delaware corporation
Attn: Charles Bailey
Vice President of Finance-Americas
1303 E. Arapaho Road
Richardson, TX 75081

For Tenant by notice after relocation to:

Eltek, Inc., a Delaware corporation
Attn: Charles Bailey
Vice President of Finance-Americas
2925 E. Plano Parkway
Plano, TX 75074

For Owner by notice to:

Argent Realty, L.P., a Texas Limited Partnership Company
Attn: Wendy Struck
Controller
1521 Raleigh Drive
Carrollton, TX 75007

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

13. During the term of the Agreement, the Tenant and Owner further agree that the City, its agents and employees, shall have reasonable right (with no less than five (5) business days prior written notice to Owner) to access the Real Property during regular business hours to inspect the Personalty and Real Property improvements in order to insure that the location of the Personalty and Real Property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

14. It is understood and agreed between the parties that the Tenant and Owner, in performing their respective obligations hereunder, are acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Tenant and Owner agree to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of their respective defaults of their obligations hereunder.

15. Based upon the certification provided by Owner and Tenant, the City represents that the Real Property is not owned by any member of the city council or planning commission.

16. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 14th day of May, 2012, authorizing the City Manager to execute the Agreement on behalf of the City.

17. This Agreement was entered into by Tenant and Owner pursuant to their duly authorized representatives.

18. This instrument shall constitute a valid and binding agreement between the City, the Tenant and the Owner when executed in accordance herewith.

19. 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 ____ day of _____, 2012.

ATTEST:

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

Diane Zucco, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

TENANT
Eltek, Inc., a Delaware corporation

Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

OWNER
Argent Plano Realty, L.P., a Texas limited partnership

Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the J. B. Roundtree Survey, Abstract No. 759, being all of Lot 1, Block 7, Central Plano Industrial Park, Phase III, an Addition to the City of Plano, Texas, according to the plat thereof recorded under Cabinet 2008, Page 239, Official Public Records, Collin County, Texas and being a portion of that certain tract of land conveyed to Argent Plano Realty, L.P. by Special Warranty Deed recorded in Volume 4850, Page 1586, Official Public Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set (from which a 1/2 inch iron rod found bears North 63 degrees 13 minutes 31 seconds East, a distance of 0.57 feet) in the North ROW line of Plano Parkway (a 100' ROW), being at the Southeast corner of said Lot 1, Block 7 and the Southwest corner of Lot 1, Block 8, Central Plano Industrial Park, Phase 3, recorded in Cabinet K, Slide 258, Official Public Records, Collin County, Texas;

THENCE: North 89 degrees 47 minutes 30 seconds West, along the North ROW line of Plano Parkway and the South line of said Lot 1, Block 7, a distance of 696.08 feet to a 1/2 inch iron rod set (from which a 3-inch aluminum disk found bears North 55 degrees 21 minutes 45 seconds West, a distance of 0.29 feet) at the Southwest corner of said Lot 1, Block 7 and the Southeast corner of Lot 2, Block 10, Central Plano Industrial Park, Phase 3, recorded in Cabinet K, Slide 81, Official Public Records, Collin County, Texas;

THENCE: North 00 degrees 12 minutes 30 seconds East, departing the North ROW line of Plano Parkway, along at the common line of said Lot 1, Block 7 and said Lot 2, Block 10, passing at 311.00 feet the Northeast corner of said Lot 2, Block 10 and the Southeast corner of a tract of land conveyed to City of Plano by Deed recorded in Volume 2481, Page 556, Official Public Records, Collin County, Texas, continuing along the common line of said Lot 1, Block 7 and said City of Plano tract, a total distance of 420.23 feet to a 1/2 inch iron rod set (from which a 1/2 inch iron rod found bears North 67 degrees 24 minutes 09 seconds West, a distance of 0.26 feet) Northwest corner of said Lot 1, Block 7 and the Southwest corner of Lot 4, Block 10 of said Central Plano Industrial Park, Phase III;

THENCE: North 89 degrees 47 minutes 30 seconds West, along the common line of said Lot 1, Block 7 and said Lot 4, Block 10, at a distance of 376.08 feet passing a 1/2 inch iron rod found with yellow cap stamped AHalf and Assoc≅ at the Southeast corner of said Lot 4, Block 10 and the Southwest corner Lot 3, Block 10, Central Plano Industrial Park, Phase 3, recorded in Cabinet Q, Slide 522, Official Public Records, Collin County, Texas, continuing along the common line of said Lot 1, Block 7 and said Lot 3, Block 10, a total distance of 696.08 feet to a 1/2 inch iron rod set (from which a 1/2 inch iron rod found with yellow cap stamped AHalf and Assoc≅ bears South 14 degrees 32 minutes 37 seconds West, a distance of 0.38 feet) in the West line of Lot 1, Block 9, Central Plano Industrial Park, Phase 3, recorded in Cabinet K, Slide 258, Official Public

Records, Collin County, Texas, being at the Northeast corner of said Lot 1, Block 7 and the Southeast corner of said Lot 3, Block 10;

THENCE: South 00 degrees 12 minutes 30 seconds West, along the common line of said Lot 1, Block 7 and said Lot 1, Block 9, at 49.52 feet passing the Southwest corner of said Lot 1, Block 9 and the Northwest corner of said Lot 1, Block 8, continuing along the common line of said Lot 1, Block 7 and said Lot 1, Block 8, a total distance of 420.23 feet to the PLACE OF BEGINNING and containing 6.715 acres of 292,514 square feet of land.

**EXHIBIT “B”
CERTIFICATION FORM**

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 127
Tax Abatement Agreement (the “Agreement”) between Eltek, Inc. (“Tenant”); Argent Plano Realty, L.P. (“Owner”) and the City of Plano.

This letter certifies that Tenant and Owner are in compliance with each applicable term as set forth in the Agreement. The term of the Agreement is January 1, 2013, through December 31, 2022. This form is due on November 1 of each year the Agreement is in force. Tenant makes this certification on behalf of Owner pursuant to its power of attorney in Section 9 of the Agreement.

Eltek, Inc., a Delaware corporation,
as Tenant and on behalf of Argent Plano
Realty, L.P., a Texas limited partnership, as
Owner

By: _____
Name: _____
Title: _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | | |
|---|------------------|----------------------------------|--|-------------------------|--------------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 05/14/12 | | | |
| Department: | | Economic Development | | | |
| Department Head | | Sally Bane | | | |
| Agenda Coordinator (include phone #): Linda Thomason x8301 | | | | | |
| CAPTION | | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Eltek, Inc. and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2011-2012 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 21,844,026 | 0 | 21,844,026 |
| Encumbered/Expended Amount | | 0 | -3,665,100 | -7,505,570 | -11,170,670 |
| This Item | | 0 | -100,625 | 0 | -100,625 |
| BALANCE | | 0 | 18,078,301 | -7,505,570 | 10,572,731 |
| FUND(s): ECONOMIC DEVELOPMENT INCENTIVE FUND | | | | | |
| COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy. | | | | | |
| SUMMARY OF ITEM | | | | | |
| A request from Eltek, Inc. for an Economic Development Incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Eltek, Inc. agrees to occupy at least 100,000 sq. ft. of commercial space by 3/1/13 and agrees to create or transfer at least 115 jobs by 3/1/13. | | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | | |
| Resolution Economic Development Incentive Agreement | | | | | |

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 14th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

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

WITNESSETH:

WHEREAS, Company is engaged in the business of manufacturing and production of supplies for the telecommunication industry and plans to add Five Million Dollars (\$5,000,000.00) of Real Property improvements and One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) of Business Personal Property on the Real Property; and

WHEREAS, Company agrees to occupy at least 100,000 gross square feet of office and warehouse space and transfer or create up to 115 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

WHEREAS, the Council finds that the occupancy of at least 100,000 gross square feet of office and warehouse space and the creation or transfer of up to 115 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I Definitions

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

“Company” shall mean Eltek, Inc., a Delaware corporation.

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

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

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

“Real Property” or “Property” shall mean 2925 E. Plano Parkway Plano, Texas 75074.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until February 28, 2023, unless sooner terminated as provided herein.

Article III Obligations of Company

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

- (a) On or before March 1, 2013, occupy at least 100,000 gross square feet of office and warehouse space on the Real Property throughout the term of the Agreement;
- (b) By March 1, 2013, create or transfer at least 115 Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

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

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of One Hundred Thousand Six Hundred Twenty Five Dollars (\$100,625.00) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in 4.02 below.

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

(a) By March 1, 2013, Company shall occupy not less than 100,000 gross square feet of office and warehouse space and transfer or create at least 115 Job Equivalents to the Real Property to be eligible to receive a payment of One Hundred Thousand Six Hundred Twenty Five Dollars (\$100,625.00). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not later than June 1, 2013. A failure to provide this form by that date is an event of default and if not cured, results in an immediate and complete forfeiture of the entire grant.**

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

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

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

4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Eight Hundred Seventy Five Dollars (\$875.00) for each lost Job Equivalent.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number

of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit B”. A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement at a later date.

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

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

Article V Termination

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

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

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

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

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

Article VI
Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of: (1) Five years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

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

Article VII
Assignment

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

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree

to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

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

Article VIII Miscellaneous

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

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

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

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

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

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

If intended for the Company before relocation:
Eltek, Inc.
Attn: Charles Bailey
Vice President of Finance-Americas
1303 E. Arapaho Road
Richardson, TX 75081

If intended for the Company after relocation:
Eltek, Inc.
Attn: Charles Bailey
Vice President of Finance-Americas
2925 E. Plano Parkway
Plano, TX 75074

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

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

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

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

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

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

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

EXECUTED on this _____ day of _____, 20____.

ATTEST:

CITY OF PLANO, TEXAS, a home rule
municipal corporation

Diane Zucco, CITY SECRETARY

By:

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

ELTEK, INC., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that Eltek, Inc. has occupied at least 100,000 gross square feet of office and warehouse space and transferred or added at least 115 Job Equivalent positions at the Real Property by March 1, 2013, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is _____.

_____ b. I hereby certify that Eltek, Inc. has failed to occupy at least 100,000 gross square feet of office and warehouse space and/or has failed to transfer or add at least 115 Job Equivalent positions at the Real Property by March 1, 2013, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is _____.

ATTEST:

Eltek, Inc., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

This Certification is due by June 1, 2013.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

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

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

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

ATTEST:

Eltek, Inc., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

NOTE:

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

This Certificate of Compliance should be mailed to:

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