

# CITY COUNCIL

1520 AVENUE K



DATE: 5/24/2010  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Reverend Edlen Cowley  
St. Andrew United Methodist Church  
PLEDGE OF ALLEGIANCE: American Legion Post 321 Honor Guard

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b> Special Recognition: Plano Student Ambassadors Special Recognition: Julianna Gonzales, Presidential Management Fellow</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b> <b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p> <p><b><u>CONSENT AGENDA</u></b> <b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b> May 10, 2010</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<b><u>Approval of Expenditures</u></b>	
	<b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b>	
(b)	Bid No. 2010-110-B for Bluebonnet Hike & Bike Trail Extension to Ratliff Hardscape, Ltd. in the amount of \$597,015 and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2010-109-B for the purchase of one (1) One Ton Extended Cab/Chassis w/Utility Body and Valve Operator for the Fleet Department to be utilized by Utility Operations from Planet Ford in the amount of \$51,198 and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2010-62-C for a one (1) year contract with three (3) optional one year renewals for the purchase of Ammunition for the Police Department; to Precision Delta Corp in the estimated annual amount of \$5,482, GT Distributors Inc. in the estimated annual amount of \$19,820, and Barney's Police Supplies in the estimated annual amount of \$76,000 and authorizing the City Manager to execute all necessary documents.	
(e)	Bid No. 2010-98-B for the purchase of three (3) 3/4 Ton Utility Trucks, one (1) 1/2 Ton PU, one (1) 3/4 Ton PU, and one (1) One Ton Crew Cab Utility Body PU for the Fleet Department to be utilized by Pumping Facilities, Meter Services, and Streets from Caldwell Country Chevrolet in the amount of \$160,909 and authorizing the City Manager to execute all necessary documents.	
(f)	RFQ No. 2010-3-C for a 5 year contract for EMS Medical Advisory Services for the Fire Department to Columbia Medical Center of Plano Subsidiary, L.P. d/b/a/ Medical Center of Plano in the amount of \$420,000.00, and authorizing the City Manager to execute all necessary documents.	
(g)	Bid No. 2010-120-B for Avenue R Reconstruction project to Jim Bowman Construction Company, LP, in the amount of \$330,429 and authorizing the City Manager to execute all necessary documents.	
(h)	Bid No. 2010-119-B for the 2009-2010 Pavement Maintenance Project, Phase II - 18th Street, Cross Bend Road, Enterprise Drive, Mission Ridge Road, Silverstone Drive, and Westwood Drive to Jerusalem Corporation, Inc. in the amount of \$597,593.	
(i)	Bid No. 2010-117-B for Erosion Control Pittman Creek Rehabilitation and DART R.O.W. Retaining Wall project to Austin Filter Systems, Inc., in the amount of \$939,000 and authorizing the City Manager to execute all necessary documents.	
	<b>Purchase from an Existing Contract</b>	
(j)	To approve the purchase and installation of playground equipment for Douglass Community Center and Daycare and Hackberry Park in the amount of \$172,527 from Miracle Recreation Equipment Company through an existing contract with PISD and authorizing the City Manager to execute all necessary documents (2008-51-I/PISD #2007-071).	

ITEM NO.	EXPLANATION	ACTION TAKEN
(k)	<p>To approve the purchase of mobile computer workstations for the Police Department in the amount of \$279,118 from Motorola Inc. through an existing contract/agreement with Texas Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1304)</p> <p><b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b></p>	
(l)	<p>To approve an engineering contract by and between the City of Plano and Huitt-Zollars, Inc. in the amount of \$448,635 for the Preston Road Corridor project and authorizing the City Manager to execute all necessary documents.</p> <p><b>Approval of Contract Modification</b></p>	
(m)	<p>To approve and authorize Contract Modification No. 1 for the purchase of Professional Engineering Services for the Drainage Improvements – Briarwood, Liverpool &amp; Stoney Point project in the amount of \$36,400 from Lam Consulting Engineering. This modification will provide for the design of drainage improvements in the 3200 &amp; 3300 blocks of Greenbriar Lane.</p>	
(n)	<p>To approve and authorize Contract Modification No. 1 for additional design services for Ridgewood Water Infrastructure Rehabilitation project in the amount of \$68,000 from GSWW, a Division of Burgess &amp; Niple, Inc. This modification will provide for the design of paving improvements at several locations of the project.</p> <p><b><u>Adoption of Resolutions</u></b></p>	
(o)	<p>To ratify the terms and conditions of an interim contract by and between Republic Waste Services, Inc. D/B/A Allied Waste Services and the City of Plano for residential recycling processing services, approving its execution by the City Manager, and providing an effective date.</p>	
(p)	<p>To authorize the purchase of the AgileMesh networked video surveillance system and maintenance support from AgileMesh, a sole-source provider, in the amount of \$112,950 for use by the Plano Police Department; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date.</p>	
(q)	<p>To nominate Rent-A-Center Texas, L.P. to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date.</p>	
(r)	<p>To affirm the appointment of a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.</p>	
(s)	<p>To affirm the appointment of a shared board member with the Cities of Cockrell Hill, Dallas, and Glenn Heights to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(t)	<p><b><u>Adoption of Ordinances</u></b></p> <p>To amend Section 12-73.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; to enact school zones for summer school sessions; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p> <p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2010-04 to amend Subsection 2.822 (CB-1 - Central Business-1) and Subsection 2.823 (CE - Commercial Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding overhead utilities; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p> <p><b><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></b></p>	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/24/2010		
Department:		City Manager's Office		
Department Head		Thomas Muehlenbeck		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
Special Recognition: Plano Student Ambassadors				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



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FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
May 10, 2010**

**COUNCIL MEMBERS**

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

**Designation of Mayor Pro Tem and Deputy Mayor Pro Tem**

Lee Dunlap, Mayor Pro Tem  
Pat Miner, Deputy Mayor Pro Tem

**STAFF**

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

Mayor Dyer called the meeting to order at 5:07 p.m., Monday, May 10, 2010, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Council Member Callison arrived at 5:09 p.m. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice/Litigation, Section 551.071, discuss Personnel, Section 551.074; and to receive information regarding Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 5:48 p.m.

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

**Personnel - Designation of Mayor Pro Tem and Deputy Mayor Pro Tem;  
Appointment/Reappointment DART Board of Directors**

Upon a motion made by Mayor Dyer and seconded by Mayor Pro Tem LaRosiliere, the Council voted 8-0 to designate Council Member Dunlap as Mayor Pro Tem and Council Member Miner as Deputy Mayor Pro Tem.

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member Davidson, the Council voted 8-0 to appoint Loretta Ellerbe as the City of Plano DART Board of Directors member and Faye Moses Wilkins as the shared member for terms beginning July 1, 2010.

### **City Council Appointments to Various Committees and Organizations**

Mayor Dyer read the following into the record:

#### **CITY COUNCIL APPOINTMENTS TO VARIOUS COMMITTEES AND ORGANIZATIONS**

- Arts of Collin County Mayors Committee - Mayor Dyer
- Collin County Mayors Committee – Mayor Dyer
- Council of Governments - Texas Clean Air Steering Committee – André Davidson
- Dallas Regional Mobility Coalition - Mayor Dyer
- Designation of Official North Central Texas Council of Governments
- Voting Representative - Mayor Dyer
- Economic Development Board - Mayor Dyer and City Manager Muehlenbeck
- Memorial Day Committee – Mayor Pro Tem Lee Dunlap
- Metroplex Mayors Committee - Mayor Dyer
- North Texas Commission – Lissa Smith
- North Texas Housing Coalition – Ben Harris
- Plano Health Facilities Development Corporation – Mayor Dyer, Mayor Pro Tem Lee Dunlap and Deputy Mayor Pro Tem Pat Miner
- Regional Committee on Child Predator Legislation – Jean Callison and Harry LaRosiliere
- Regional Transportation Council – NCTCOG – Mayor Pro Tem Lee Dunlap and Lissa Smith
- TML & Other Legislative Action - Mayor Dyer

#### **CITY COUNCIL COMMITTEES**

- Board and Commission Review Committee – Deputy Mayor Pro Tem Pat Miner and Jean Callison
- Community Finance – Harry LaRosiliere and Ben Harris
- Joint PISD/Council Committee – Deputy Mayor Pro Tem Pat Miner and André Davidson

#### **ADHOC/ROUNDTABLES/TASK FORCES**

- 2010 Census Complete Count Committee – (deferred)
- Multi-Cultural Outreach Roundtable – Harry LaRosiliere and André Davidson

#### **COUNCIL LIAISONS TO BOARDS AND COMMISSIONS**

- Animal Shelter Advisory Committee – Ben Harris and André Davidson
- Arts of Collin County Commission Board of Directors – Jean Callison and Harry LaRosiliere
- Board of Adjustment – Mayor Pro Tem Lee Dunlap and Deputy Mayor Pro Tem Pat Miner
- Building Standards Commission – Mayor Pro Tem Lee Dunlap and Ben Harris
- Civil Service Commission - City Manager Thomas Muehlenbeck
- Collin County Appraisal District Board – Ben Harris

- Community Relations Commission – Jean Callison and Lissa Smith
- Cultural Affairs Commission – Mayor Pro Tem Lee Dunlap and Jean Callison
- DART Board of Directors – Loretta Ellerbe and Faye Moses Wilkins
- Heritage Commission – Mayor Pro Tem Lee Dunlap and Lissa Smith
- Library Advisory Board - Harry LaRosiliere and Ben Harris
- North Texas Municipal Water District Board – Deputy Mayor Pro Tem Pat Miner and Ben Harris
- Parks and Recreation Planning Board – Ben Harris and André Davidson
- Photographic Traffic Signal Advisory Committee – Deputy Mayor Pro Tem Pat Miner and Harry LaRosiliere
- Planning and Zoning Commission – Harry LaRosiliere and André Davidson
- Plano Housing Authority –Jean Callison and Harry LaRosiliere
- Retirement Security Plan Committee – City Manager Thomas Muehlenbeck
- Self Sufficiency Committee – Lissa Smith and André Davidson
- Senior Citizens Advisory Board –Jean Callison and André Davidson
- Tax Increment Financing Reinvestment Zone No. 1 Board – Harry LaRosiliere
- Tax Increment Financing Reinvestment Zone No. 2 Board – Deputy Mayor Pro Tem Pat Miner

**Personnel Appointments: Photographic Traffic Signal Advisory Committee -  
Member/Chair/Vice Chair**

Upon a motion made by Mayor Dyer and seconded by Mayor Pro Tem Dunlap, the Council voted 8-0 to appoint Doug Bender as Chair and Joseph Celso as Vice-Chair. Council Member Harris appointed Alyse Ferguson-Evans as a member for a term expiring in October, 2012.

**DART Report**

DART Board of Directors Member Ellerbe spoke to declines in sales tax revenue and ridership and advised that no capital projects not currently under construction or planned/funded will be built. She spoke to consideration of a route utilizing federal funds and the choice of Young Street (less expensive/more ridership) or to the Dallas Convention Center Hotel. Ms. Ellerbe expressed support for the Young Street line and advised that DART will make application for the funds. She stated concern regarding making federal funds available to non-DART entities for busses, citing member cities who still only have bus service and the original goal of creating a regional system. Ms. Ellerbe spoke to a proposed pilot program addressing senior transportation with low cost fares and an alternative containing only fixed routes with no service to medical facilities. She spoke to the heavy ridership for the Texas/OU game and possible use of the Union Pacific lines which would increase capacity from 330 to 1400 per train with dedicated bus lanes for overflow. Ms. Ellerbe advised that the West Plano Park and Ride should be completed in December 2011 and Council Member Smith requested information be included in Council packet.

## **Departmental Briefing – Fire**

Chief Esparza reviewed recent accomplishments of the department including the number of response calls in 2009; inspections, investigations and enforcement; implementation of a payment plan for ambulance fees; new training programs; *Smoke Alarm Hotline*; changes in hiring requirements; reaccreditation from Commission on Accreditation of Ambulance Standards (CAAS); and work with Insurance Services Offices, Inc (ISO) in verifying business automatic sprinklers for insurance credits. He responded to Mayor Dyer, advising that ambulances in the City will take patients to the hospital of their choice and spoke regarding billing for mileage. Chief Esparza responded to the Council regarding programs discontinued due to budget reductions.

Chief Esparza reviewed current operations including increases in the number of responses and incidents; elimination of a “demand” ambulance; completion of Station 12; redistribution of emergency apparatus; relocation of Hazmat Program; slight increases in response times; partnering with the Cardiac Arrest Registry to Enhance Survival (CARES); electronic relay of information to hospitals; new employee physical fitness program; and equipment additions. He spoke to upcoming issues including recertification with ISO; construction of Station 13; expansion of Station 4; acquisition of Lifepak monitor/defibrillators; partnering with downtown business owners in facilitation of the grant to install automatic sprinkler systems; and coordination with Emergency Management Department to implement new training software. He advised the Council that in the future, all cardiac monitor reports will be electronically provided directly to those hospitals receiving patients. Chief Esparza further advised that all new businesses in the downtown area are tied into the sprinkler suppression system and that the increase in calls may be attributed to factors including changing demographics and increased traffic. Mayor Pro Tem Dunlap requested a Council CPR session.

## **Discussion re US Senate Bill No. S3194 - To Provide Collective Bargaining for Public Safety Officers Employed by States or their Political Subdivisions**

Deputy City Manager Glasscock advised that the bill may come to the floor in as little as 48 hours without committee review and is expected to pass by the end of June, 2010. He advised that it would grant all police officers, firefighters, and emergency medical services personnel the right to form and join a labor union to be recognized by the City. Mr. Glasscock spoke to establishment of procedures and advised that the bill sets minimum standards for rights and timeframes for the establishment of state standards. He stated that there are no exclusions for part-time or temporary personnel and some non-sworn groups may be covered due to job duties.

Mr. Glasscock advised that the bill is considered “bare bones” with specifics undefined and the law being administered by Federal Labor Relations Authority (FLRA) who will promulgate rules and determine states’ compliance. He spoke to the minimum standards: the right of employees to form/join union which may exclude management/confidential employees; recognize and bargain with organization; commit agreement in writing; bargain over hours, wages, terms of employment (currently excluding health insurance, pensions, retirement systems), interest impasse resolution mechanism; and accessibility to state courts to enforce. He noted that under other provisions: strikes are prohibited; current agreements remain effective; states retain the right to enforce “right-to-work” laws; and states can exempt cities with population under 5,000 or fewer than 25 full-time employees.

Mr. Glasscock advised that if passed: Texas will have two years to comply; a strong push for state law in 2011 is anticipated; state leagues may file litigation on 10<sup>th</sup> Amendment grounds; it is uncertain whether courts will stay the law; cities will have training/education requirements; and costs for collective bargaining will increase significantly.

**Council Items for discussion/action on future agendas**

No items were discussed.

**Consent and Regular Agendas**

No items were discussed.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:55 p.m.

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**Phil Dyer, Mayor**

ATTEST:

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**May 10, 2010**

**COUNCIL MEMBERS**

Phil Dyer, Mayor  
Lee Dunlap, Mayor Pro Tem  
Pat Miner, Deputy Mayor Pro Tem  
Ben Harris  
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Diane C. Wetherbee, City Attorney  
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, May 10, 2010, at 7:06 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Pastor Brian McLane of Northpointe Church and the Pledge of Allegiance was led by Cub Scout Pack 220 – Harrington Elementary.

Mayor Dyer presented the 2010 Paul L. Standberry Scholarship Awards, read proclamations recognizing Public Service Recognition Week, National Safe Boating Week and Keller Williams RED DAY. He further presented special recognition to Employee of the Year, Nicole Offerdahl.

Mayor Dyer administered an oath of office to Denver Tracy, incoming member of the Library Advisory Board.

**Comments of Public Interest**

No one appeared to speak.

**CONSENT AGENDA**

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

**Approval of Minutes** (Consent Agenda Item “A”)  
April 26, 2010

**Approval of Expenditures**

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

**CSP No. 2009-180-C** for a mobile data system for the Radio Shop to Moseley Associates, Inc. in the amount of \$1,413,767 plus a 5 year maintenance contract in the amount of \$167,527 for a total system cost of \$1,581,294 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

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

To approve an engineering contract by and between the City of Plano and EJES Incorporated in the amount of \$215,365 for the engineering design of the Split Trail Road - K Avenue to Spring Creek Parkway Project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Approval of Contract Modification**

To approve and authorize Contract Modification No. 6 for the purchase of Engineering Services for the McDermott Road - Ohio Drive to Coit Road Project in the amount of \$12,965 from Half Associates, Inc. (Consent Agenda Item “D”)

**Adoption of Resolutions**

**Resolution No. 2010-5-1(R):** To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for a “Click It or Ticket” Project, to be conducted during Memorial Day Holiday period; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “E”)

**Resolution No. 2010-5-2(R):** To authorize the purchase of the Northrup Grumman Remotec Talisman wireless hybrid radio system and maintenance support from Remotec, Inc., a sole-source provider, in the amount of \$54,998 for use by the Plano Police Department; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date. (Consent Agenda Item “F”)

**Resolution No. 2010-5-3(R):** To approve the Investment Portfolio Summary for the quarter ending March 31, 2010; and providing an effective date. (Consent Agenda Item “G”)

**Resolution No. 2010-5-4(R):** To approve a Boundary Line Agreement between the City of Plano, the North Texas Municipal Water District and Oncor Electric Delivery Company for property located south of Plano Parkway, west of Coit Road in the City of Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “H”)

**Resolution No. 2010-5-5(R):** To approve and grant an electric easement to Oncor Electric Service Company on City property, Fire Station #13, located on the west side of Corporate Drive, south of Legacy Drive, authorizing its execution by the City Manager, and providing an effective date. (Consent Agenda Item “I”)

**Resolution No. 2010-5-6(R):** To approve and grant an electric easement to Oncor Electric Service Company on City property, Rowlett Creek Treatment Plant, located on the east side of Los Rios Boulevard, north of 14th Street, authorizing its execution by the City Manager, and providing an effective date. (Consent Agenda Item “J”)

### **Adoption of Ordinances**

**Ordinance No. 2010-5-7:** To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Murphy, Texas; authorizing the City Manager to execute the Agreement on behalf of the City of Plano; and providing an effective date. (Consent Agenda Item “K”)

### **ITEMS FOR INDIVIDUAL CONSIDERATION:**

**Resolution No. 2010-5-8(R):** To repeal Resolution No. 2007-5-17 and approving the terms and conditions of a new Economic Development Incentive Agreement by and between the City of Plano, Texas, and Denbury Onshore LLC, a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “1”)

City Manager Muehlenbeck advised that Denbury Onshore LLC, would occupy no less than 274,000 square feet of commercial space and transfer 275 full-time jobs by March 1, 2011 with an additional 125 new jobs by March 1, 2011, and 125 by December 31, 2011. He advised that the terms of the agreement run from March 1, 2011 through February 28, 2023 and include the addition or relocation of business personal property values of not less than \$7.5 million and add real property values of not less than \$13 million.

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member LaRosiliere, the Council voted 8-0 to approve the terms and conditions of a new Economic Development Incentive Agreement by and between the City and Denbury Onshore LLC; and further to adopt Resolution No. 2010-5-8(R).

**Public Hearing and adoption of Ordinance No. 2010-5-9** as requested in Zoning Case 2010-03 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 7.1± acres located at the southwest corner of 14th Street and Bradshaw Drive in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Roger Lawler (Regular Agenda Item “2”)

**Ordinance No. 2010-5-9 (cont'd)**

Director of Planning Jarrell advised that Staff recommended denial as the use requested is inconsistent with the Comprehensive Plan; however, the Planning and Zoning Commission approved the item and recommends approval as submitted. She advised the Council that property to the west is part of a Planned Development, and spoke to multi-family zoning to the north, and discussions with the applicant regarding possible alignment of Bradshaw Drive.

Mayor Dyer opened the Public Hearing. Sharon Barbosa-Crane, representing the owner/applicant spoke to surrounding residential zoning, current Research-Technology zoning, and efforts to broaden the opportunity for commercial development. She spoke to the demand for residential sites in the area, the long-term opportunities provided and retail/commercial development that will follow. Ms. Barbosa-Crane spoke to the low impact of sound from the Police firing range, possible use of sound attenuation methods, addressing concerns regarding fire response times by including sprinkler systems, and a similar development in Irving. No one else spoke for or against the request. The Public Hearing was closed.

Deputy Mayor Pro Tem Miner expressed support and spoke to encouraging development, mutual aid agreements for fire services and a school in the area. Ms. Jarrell advised that upgrades will be needed to the sanitary sewer system paid for by the applicant. She responded to the Council regarding consideration of service impacts for departments and stated that sprinkling may address fires but not other emergency calls. She spoke noise being moderated by winds, but audible at the location and responded to the Council that the City could not control or require advising potential buyers of issues. Planning Manager Firgens spoke to receipt of another residential request for the area. Member Harris spoke in support of maintaining zoning integrity and in opposition to the request. Council Member LaRosiliere spoke in support of the request, citing its location on the edge of the R/T district not disrupting the area concept. Council Member Davidson spoke in support with inclusion of sprinklers and water/sewer upgrades and Council Member Callison spoke to the proximity of worship facilities. Ms. Jarrell spoke to Staff working details through the concept plan.

A motion was made by Mayor Pro Tem Dunlap and seconded by Deputy Mayor Pro Tem Miner to approve the request to rezone 7.1± acres located at the southwest corner of 14th Street and Bradshaw Drive in the City of Plano from Planned Development-202-Research/Technology Center to Single-Family Residence-6 as requested in Zoning Case 2010-03 and as recommended by the Planning and Zoning Commission. The Council voted 7-1 with Council Member Harris in opposition. The motion carried and Ordinance No. 2010-5-9 adopted.

Mayor Dyer spoke to the recent passing of former Council Member Jim Boswell and to the upcoming Law Enforcement Memorial Service.

There being no further discussion, Mayor Dyer adjourned the meeting at 8:06 p.m.

---

**Phil Dyer, MAYOR**

ATTEST:

---

Diane Zucco, City Secretary



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	5/24/10
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>	

**CAPTION**

Bid No. 2010-110-B for Bluebonnet Hike & Bike Trail Extension to Ratliff Hardscape, Ltd. in the amount of \$597,015 and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE       OPERATING EXPENSE       REVENUE       CIP

FISCAL YEAR: <b>2009-10</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,866,794	1,333,206	398,000	<b>3,598,000</b>
Encumbered/Expended Amount	-1,866,794	-146,348	0	<b>-2,013,142</b>
This Item	0	-597,015	0	<b>-597,015</b>
BALANCE	0	589,843	398,000	<b>987,843</b>

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

**COMMENTS:** Funds are included in the 2009-10 Park Improvement CIP. This item, in the amount of \$597,015, will leave a current year balance of \$589,843 for the Trail Connections project.

**STRATEGIC PLAN GOAL:** Trail extension relates to the City's Goal of Great Neighborhoods -1st Choice to Live.

**SUMMARY OF ITEM**

Staff recommends that the bid received from Ratliff Hardscape, Ltd. in the amount of \$597,015.45 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The base bid is for erosion control, demolition, grading, drainage and new concrete trail. The work also includes irrigation system adjustments and sodding of disturbed areas.

Ratliff Hardscape, Ltd. has successfully completed one trail extension project for the City. The bid of \$597,015.45 is below the consultant's estimate of \$870,000. The City has been awarded a 50% matching grant from Collin County for this project. The City's actual cost will be 50% of the final contract amount.

In the event the low bidder cannot execute contract documents, staff recommends that the project be awarded to the second lowest bidder, Jim Bowman Construction Co., LP for \$650,861. Jim Bowman Construction Co., LP has also successfully completed many projects for the City.

This project will extend Bluebonnet Trail east to U.S. 75. The trail will eventually connect to Oak Point Park and Nature Preserve. Because this project is located within existing parks and street rights-of-way, maintenance costs will be absorbed within existing operations.



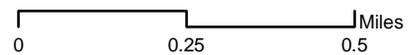
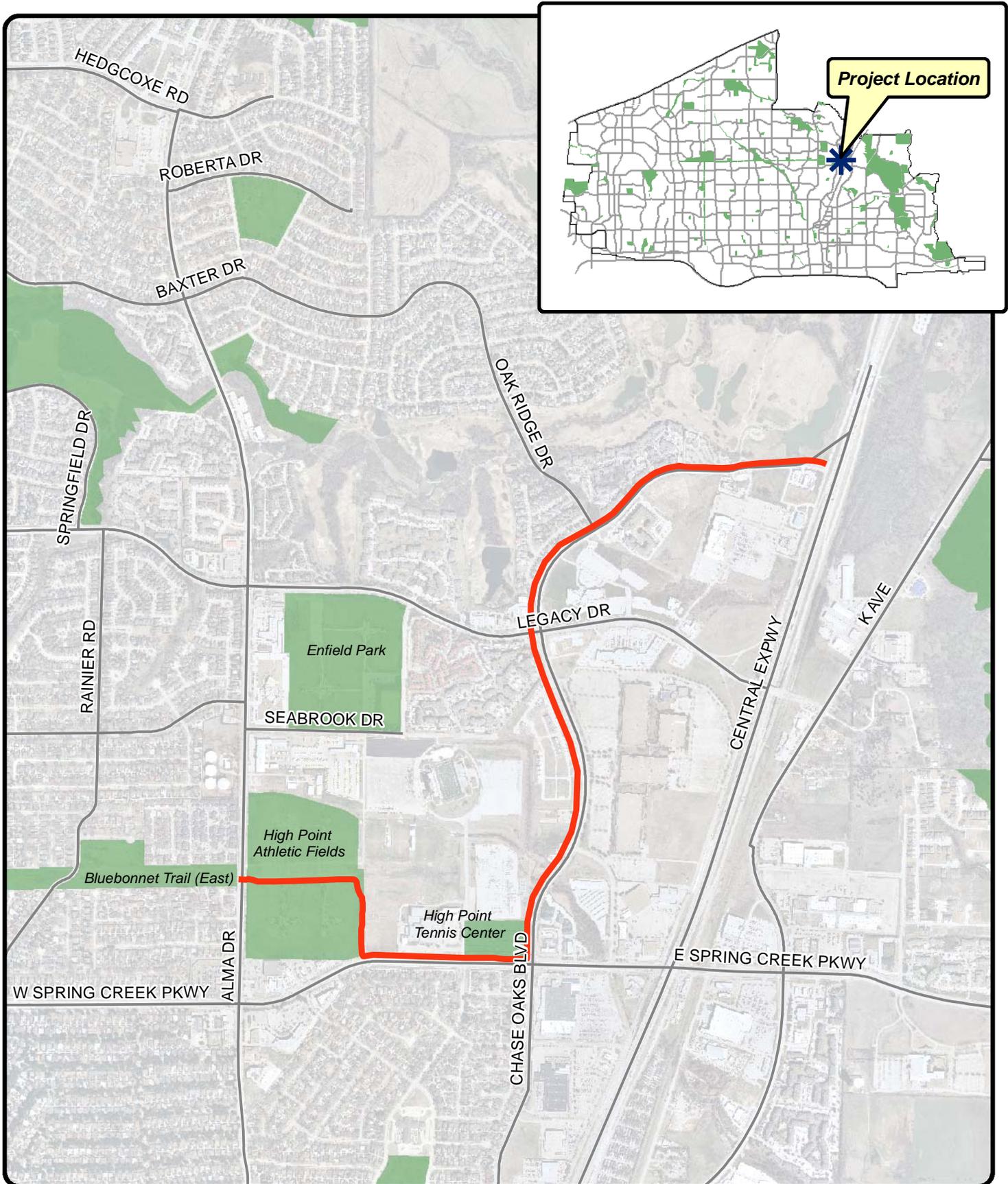
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

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



# Location Map

## Bluebonnet Hike and Bike Trail Extension



**CITY OF PLANO**  
**\* CORRECTED BID TABULATION**  
**2010-110-B**  
**BLUEBONNET HIKE AND BIKE TRAIL EXTENSION- PROJECT NO. 5664**  
**APRIL 28, 2010 @ 3:00 P.M.**

<b>BIDDER:</b>	<b>BID BOND</b>	<b>ADDEND. 1 ACKN.</b>	<b>TOTAL BASE BID</b>	<b>ALT NO. 1 TOTAL BID</b>
Ratliff Hardscape	Yes	Yes	\$ 597,015.45*	\$ 597,015.45*
Jim Bowman Construction Co., LP	Yes	Yes	\$ 650,861.00	\$ 650,861.00
Cole Construction	Yes	Yes	\$ 678,072.05	\$ 678,072.05
Irricon Construction	Yes	Yes	\$ 698,845.00	\$ 698,845.00
RKM Utility Services	Yes	Yes	\$ 876,280.00	\$ 0.00
Jona Contracting	Yes	Yes	\$ 882,065.00	\$ 882,065.00
Texas Standard	Yes	Yes	\$ 889,945.00	\$ 889,945.00
C. Greenscaping	Yes	Yes	\$ 891,038.60*	\$ 891,038.60*
Baker Bridge	Yes	Yes	\$1,047,000.00*	\$1,047,000.00*

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

*Bev Rogers*

**CORRECTED May 3, 2010**

Bev Rogers, Buyer

Date

**“BID TABULATION STATEMENT”**

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

PURCHASING DIVISION  
CITY OF PLANO TEXAS



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/24/10		
Department:		Purchasing/Fleet		
Department Head		Mike Ryan/Reid Choate		
Agenda Coordinator (include phone #): <b>Earl Whitaker x7407</b>				
<b>CAPTION</b>				
Bid No. 2010-109-B for the purchase of one (1) One Ton Extended Cab/Chassis w/Utility Body and Valve Operator for the Fleet Department to be utilized by Utility Operations from Planet Ford in the amount of \$51,198.00 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	55,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-51,198	0
BALANCE		0	3,802	0
<b>FUND(S):     EQUIPMENT REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> Total funding in the amount of \$55,000 is included in the FY 2009-10 adopted budget - \$20,000 of which was carried-forward from a previous year's budget - to purchase one (1) Ford Diesel One Ton Supercab P/U with PTO and valve operator. Remaining balance will be used for other equipment purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing Equipment Trucks for Fleet Services relates to the City's Goal of a "Financially Strong City with Service Excellence."</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of one (1) One Ton Extended Cab/Chassis w/Utility Body and Valve Operator for the Fleet Department to be utilized by Utility Operations from Planet Ford in the amount of \$51,198.00 (Bid No. 2010-109-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap			NA	

# Memorandum

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**To:** Earl Whitaker  
Buyer  
Purchasing Division

**From:** David Garza  
Fleet Superintendent

**Date:** 4/29/2010

**Re:** Award Recommendation Memo OR 909080

## AWARD RECOMMENDATION

Based on the bid evaluation packet received for bid 2010-109-B – One ton extended cab/chassis w/utility body and valve operator, Fleet Services Division recommends the bid to be awarded to Planet Ford for Option 2, as the lowest responsive, responsible bidder, meeting the specifications in the amount of \$51,198.00. At the time the unit was bid we did not know the price difference for the 2 options. After bids received and prices revealed Fleet Services and the user department has determined that it is in the best interest of the City to purchase option 2 due to the reliability and serviceability of the PTO option. The apparent low bidder, Prestige Ford did not meet the minimum specifications.

## ITEM DETAILS

This recommendation is for the scheduled replacement of 01338, Utility truck and 97002, valve operator in Utility Operations.

David A Garza  
Fleet Services Superintendent

CITY OF PLANO

BID NO. 2010-109-B  
1 Ton Extended Cab SRW Utility Body w/Valve Operator

BID RECAP

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**Bid opening Date/Time:** April 20, 2010 @ 3:00 pm

**Number of Vendors Notified:** 600

**Vendors Submitting "No Bids":** 1

**Number of Bids Submitted:**5

Randall Reed Prestige Ford.

Option 1 Gas Eng Only:	\$ 46,435.00
Option 2 PTO Pump Only:	\$ 46,435.00 (gasoline)*
Option 2 PTO Pump Only:	\$ 52,585.00

Planet Ford

Option 1 Gas Eng Only:	\$ 45,598.00
Option 2 PTO Pump Only:	\$ 51,198.00

Caldwell Country Chevrolet

Option 1 Gas Eng Only:	\$ 47,386.00
Option 2 PTO Pump Only:	\$ 57,253.00

Altec Industries, Inc.

Option 1 Gas Eng Only:	\$ 49,079.00
Option 2 PTO Pump Only:	\$ 54,767.00

Reliable Chevrolet

Option 1 Gas Eng Only:	\$ 51,061.00
Option 2 PTO Pump Only:	\$ 57,342.00

**\*Bids Evaluated Non-Responsive to Specification:** One (1) Randall Reed Prestige Ford. The department recommended the purchase of Option 2. Randall Reed Prestige Ford was contacted by phone and informed the department that they could not produce the gasoline engine with PTO per the specifications. Staff has reviewed all bids submitted and determined that the apparent low bidder could not meet the required minimum specifications.

**Recommended Vendor:**

Planet Ford	\$ 51,198.00
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*Earl S. Whitaker*

---

Earl S. Whitaker  
Buyer

*May 4, 2010*

---

Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		5/24/10			
Department:		Purchasing			
Department Head		Mike Ryan			
Agenda Coordinator (include phone #): <b>Aimee Storm Ext 7248</b>					
<b>CAPTION</b>					
Bid No. 2010-62-C for a one (1) year contract with three (3) optional one year renewals for the purchase of Ammunition for the Police Department; to Precision Delta Corp in the estimated annual amount of \$5,482, GT Distributors Inc. in the estimated annual amount of \$19,820, and Barney's Police Supplies in the estimated annual amount of \$76,000 and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>09/10, 10/11, 11/12, 12/13, 13/14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	105,000	400,764	<b>505,764</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-64,268	-400,764	<b>-465,032</b>
BALANCE		0	40,732	0	<b>40,732</b>
<b>FUND(S):    GENERAL FUND</b>					
<p><b>COMMENTS:</b> This item approves price quotes for various types of ammunition. The estimated 2009-10 expenditure for ammunition to be purchased from this contract is \$64,268. Future expenditures will be made by the Police Department within the annual budget appropriations, at an estimated annual expenditure of \$100,191 per year for the ammunition(s) covered under this contract.</p> <p><b>STRATEGI PLAN GOAL:</b> Ammunition purchasing contracts relate to the City's Goal of "Financially Strong City with Service Excellence".</p>					
<b>SUMMARY OF ITEM</b>					
The City solicited bids for ammunition and received three bids. This contract is being awarded to the lowest responsive, responsible bidder on each line item, therefore staff recommends the purchase of ammunition from Precision Delta Corp in the estimated annual amount of \$5,482, GT Distributors Inc. in the estimated annual amount of \$19,820, and Barney's Police Supplies in the estimated annual amount of \$76,000.					
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies		



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

## MEMORANDUM

**DATE:** April 30, 2010  
**TO:** Gregory W. Rushin, Chief of Police  
**FROM:** Ed Drain, Assistant Chief  
**SUBJECT:** 2010-62-C Ammunition Price Agreement

---

The Police Department Training Unit has evaluated the bids for 2010-62-C, a price agreement for annual, and fixed-price ammunition purchases for the Police Department. Bids from each vendor were evaluated for their ability to meet the specifications and low bid requirements for each of the 10 items listed in our specifications.

We have transitioned to using leadless or lead-free training ammunition (Items 1, 7, 8, 9, 10) on our range where possible. Leadless and lead-free ammunition costs are only minimally higher than comparable lead ammunition for most of the ammunition types we use. One exception is .223 caliber rifle ammunition which cost approximately 200% more than comparable lead ammunition. However, reducing our lead use at the range reduces the number of employees that require periodic lead blood testing and the need to conduct additional air quality tests. Leadless and lead-free ammunition also reduces the likelihood of extensive environmental clean-up and reduces our liability associated with the range. Therefore, while costs for leadless and lead-free ammunition are higher in the short-run, we anticipate our overall costs associated with firearms training will be lower in the long-run. We will remain within our FY 2010/2011 budgeted amount for ammunition even with the additional cost for leadless and lead-free training ammunition

**FINDINGS:** The Police Department wishes to purchase ammunition on an as-needed basis from the vendor with the lowest, responsive and responsible bid for each individual item. No single vendor meets all specifications for all 10 items, nor did any single vendor submit the lowest responsive and responsible bid for all items.

**RECOMMENDATIONS:** The Police Department recommends awards for Price Agreement #2010-62-C (Ammunition) as follows:

- Items 1, 2, 3, 4, 5, 6      Precision Delta Corp. \$5,482
- Items 8, 9, 10              GT Distributors      \$19,820
- Item 7                         Barney's Police Supplies      \$76,000

Bailey's House of Guns was nonresponsive.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/24/10		
Department:		Purchasing/Fleet		
Department Head		Mike Ryan/Reid Choate		
Agenda Coordinator (include phone #): <b>Earl Whitaker x7074</b>				
<b>CAPTION</b>				
Bid No. 2010-98-B for the purchase of three (3) 3/4 Ton Utility Trucks, one (1) 1/2 Ton PU, one (1) 3/4 Ton PU, and one (1) One Ton Crew Cab Utility Body PU for the Fleet Department to be utilized by Pumping Facilities, Meter Services, and Streets from Caldwell Country Chevrolet in the amount of \$160,909 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	217,000	0	<b>217,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-160,909	0	<b>-160,909</b>
<b>BALANCE</b>	0	56,091	0	<b>56,091</b>
<b>FUND(s):     EQUIPMENT REPLACEMENT FUND</b>				
<b>COMMENTS:</b> Funds are included in the FY 2009-10 adopted budget to purchase three (3), 3/4 Ton Utility Trucks, one (1) 1/2 Ton P/U, one (1) 3/4 Ton P/U, and one (1) One Ton Crew Cab Utility Body. Remaining balance will be used for other equipment purchases. <b>STRATEGIC PLAN GOAL:</b> Providing equipment purchases relates to the City's goal of a "Financially Strong City with Service Excellence."				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of three (3) 3/4 Ton Utility Trucks, one (1) 1/2 Ton PU, one (1) 3/4 Ton PU, and one (1) One Ton Crew Cab Utility Body PU for the Fleet Department to be utilized by Pumping Facilities, Meter Services, and Streets from Caldwell Country Chevrolet in the amount of \$160,909 (2010-98-B).				
List of Supporting Documents: Award Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies NA	

# Memorandum

---

**To:** Earl Whitaker  
Buyer  
Purchasing Division

**From:** David Garza  
Fleet Superintendent

**Date:** 5/4/2010

**Re:** Award Recommendation Memo OR 909083, 909084, 909114

## AWARD RECOMMENDATION

Based on the bid evaluation packet received for bid 2010-98-B, Various Light Duty Trucks, Fleet Services Division recommends the bid to be awarded to Caldwell Country Chevrolet as the lowest responsive, responsible bidder, meeting the specifications in the amount of \$160,909.00. The apparent low bidder, Randall Reeds Prestige Ford-Lincoln-Mercury did not meet the minimum specifications.

## ITEM DETAILS

This recommendation is for the scheduled replacement of 03300, Utility Truck in 764 Pumping facilities; 02318, Utility Truck in 765, Meter Services; 01334 Utility Truck in 766 Utilities; 01344 P/U in 742 Streets; 01343 P/U in 766 Utilities; and 03306 Crew Cab Utility in 742 Streets.

David A Garza  
Fleet Services Superintendent

**CITY OF PLANO**  
**BID NO. 2010-98-B**  
**Various Light Duty Trucks**

**BID RECAP**

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

**Number of Vendors Notified:** 911

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

**Number of Bids Submitted:** 10

<u>Randall Reed Prestige Ford.</u>	\$160,350.00*
<u>Caldwell Country Chevrolet</u>	\$160,909.00
<u>Wichita Falls Ford</u>	\$161,486.28
<u>Sam Packs Five Star Ford Of Carrollton</u>	\$166,219.00
<u>Grand Prairie Ford</u>	\$171,336.00
<u>Southwest Ford, Inc.</u>	\$172,623.43
<u>Westway Ford</u>	\$175,122.75
<u>Reliable Chevrolet</u>	\$175,149.00
<u>Jerry's Fleet</u>	\$182,075.72
<u>Altech Industries</u>	\$123,151.00**

**\*Bids Evaluated Non-Responsive to Specification:** One (1) Randall Reed Prestige Ford. Staff has reviewed all bids submitted and determined that the apparent low bidder could not meet the required minimum specifications.

**\*\*Note:** There were four (4) line items for this bid. Altech Industries submitted pricing for two (2) of the four (4) line items for which they were not the lowest bidder.

**Recommended Vendor:**

Caldwell Country Chevrolet	\$ 160,909.00
----------------------------	---------------

*Earl S. Whitaker*

---

Earl S. Whitaker  
Buyer

*May 4, 2010*

---

Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	5/24/10
Department:	Purchasing
Department Head	Mike Ryan
Agenda Coordinator (include phone #): <b>Glenna Hayes x 7539</b>	

**CAPTION**

RFQ No. 2010-3-C for a 5 year contract for EMS Medical Advisory Services for the Fire Department to Columbia Medical Center of Plano Subsidiary, L.P. d/b/a/ Medical Center of Plano in the amount of \$420,000.00, and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE       OPERATING EXPENSE       REVENUE       CIP

FISCAL YEAR: <b>09-10, 10-11, 11-12, 12-13, 13-14, 14-15</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	114,000	392,000	<b>506,000</b>
Encumbered/Expended Amount	0	-76,000	0	<b>-76,000</b>
This Item	0	-28,000	-392,000	<b>-420,000</b>
<b>BALANCE</b>	0	10,000	0	<b>10,000</b>

**FUND(S):      GENERAL FUND**

**COMMENTS:** Funds are included in the 2009-10 Approved Budget for EMS Medical Advisory Services Contract in the annual amount of \$114,000. Approval of this item reduces the annual operating expenditure by \$10,000 for the remainder of 2009-10. The balance of 2009-10 funds will be used to fund other contracts for professional services. This item covers a five-year contract period of June 1, 2010 through May 31, 2015 (and does not coincide with the fiscal years) with an estimated total savings of \$150,000 over the previous five-year contract. Total cost for the remainder of the contract is anticipated to be \$392,000 and will be subject to the appropriation of funds each fiscal year.

**STRATEGIC PLAN GOAL:** Professional Service Contracts relate to the City's Goal of "Financially Responsible Strong City with Service Excellence" and "Safe, Large City".

**SUMMARY OF ITEM**

Staff recommends award to Columbia Medical Center of Plano Subsidiary L.P. d/b/a/ Medical Center of Plano in the amount of \$84,000.00 per year for a single 5 year term contract totaling \$420,000.00 be accepted as the most qualified for the delivery of EMS Medical Advisory Services for the City of Plano Fire Department, conditioned upon timely execution of any necessary contract documents. 2010-3-C

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

Award Memo; Bid Recap	

## *Memorandum*

Date: April 20, 2010

To: Mike Ryan, Purchasing Director

From: Hugo Esparza, Fire Chief



Re: EMS Medical Advisory Services Contract

---

This memorandum is intended to outline the evaluation process and provide a recommendation for awarding the City of Plano contract for EMS Medical Advisory Services.

The contract renewal process for EMS Medical Advisory Services began in October 2009. To initiate the process, the Fire Department (Department) developed a set of criteria to be used as a basis for the RFQ response and evaluation.

Next, the Department established two committees to assist in the evaluation and selection process - an Evaluation Committee and a Technical Committee. The Evaluation Committee was comprised of internal Department members, along with a representative from at least one other City department (PSC). In addition, the Technical Committee included internal Department members, along with an expert from an outside agency. The Evaluation Committee evaluated the RFQ responses in accordance with the established criteria, while the Technical Committee answered questions posed by the Evaluation Committee concerning the RFQ responses, and provided research and information regarding references submitted by each respondent. The Evaluation Committee was established as a voting committee; the Technical Committee did not have a vote in the selection process.

The RFQ, 2010-3-C EMS Medical Advisory Services, was released on October 14, 2009. Consequently, the following four agencies responded to the RFQ: (1) Baylor Regional Medical Center at Plano and THE HEART HOSPITAL Baylor Plano; (2) Texas Health Presbyterian Hospital of Plano; (3) The Medical Center of Plano; and (4) The University of Texas Southwestern Medical Center at Dallas. Utilizing the established criteria, the Evaluation Team completed its review of the responses received from the above agencies. Out of the four respondents who participated in the RFQ process, the Evaluation Team selected The Medical Center of Plano as the most qualified.

Subsequent to this selection, the Department has since entered into and successfully completed negotiations with The Medical Center of Plano to provide EMS Medical Advisory Services. The Department recommends that the contract for EMS Medical Advisory Services be awarded to The Medical Center of Plano, pending Plano City Council approval.

Please do not hesitate to contact me if you have any questions.

EVALUATION SUMMARY

RFQ #: 2010-3-C

EMS MEDICAL ADVISORY SERVICES

EVALUATORS:						
SUBMITTING HOSPITAL:	D	B	E	A	C	TOTALS:
THE MEDICAL CENTER OF PLANO	3.371	3.090	2.907	3.346	3.442	3.231
UT SOUTHWEST	3.214	3.010	2.445	2.859	2.819	2.869
BAYLOR REGIONAL MEDICAL CTR OF PLANO & BAYLOR HEART HOSPITAL	3.086	3.000	2.198	2.692	2.250	2.645
TEXAS HEALTH PRESBYTERIAN HOSPITAL OF PLANO	2.749	2.953	1.772	2.252	1.651	2.275

*Glenna Hayes*

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

Buyer Supervisor

*March 10, 2010*

Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/24/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5923
<b>CAPTION</b>				
Bid No. 2010-120-B for Avenue R Reconstruction project to Jim Bowman Construction Company, LP, in the amount of \$330,429 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	107,513	1,682,487	0	<b>1,790,000</b>
Encumbered/Expended Amount	-107,513	-23,071	0	<b>-130,584</b>
This Item	0	-330,429	0	<b>-330,429</b>
BALANCE	0	1,328,987	0	<b>1,328,987</b>
<b>FUND(S):    STREET IMPROVEMENT CIP, WATER CIP &amp; SEWER CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the 2009-10 Street Improvement, Water and Sewer CIP. This item, in the amount of \$330,429, will leave a current year balance of \$1,328,987 for the 17<sup>th</sup> Street / R Ave Reconstruction projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Street, water and sewer construction relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the Alternate No. 1 (meets/below TCEQ emission limits) bid of Jim Bowman Construction Company, LP, in the amount of \$330,429.00, be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>The second vendor being recommended is Camino Construction, LP, in the amount of \$330,556.00.</p> <p>Engineer's estimate was \$460,000.00.</p> <p>The project consists of reconstruction of the street paving, sidewalks, water and sanitary sewer in Avenue R from 17<sup>th</sup> Street to 18<sup>th</sup> Street.</p>				
List of Supporting Documents: Location Map; Bid Summary			Other Departments, Boards, Commissions or Agencies N/A	

# AVENUE R RECONSTRUCTION PROJECT NO. 5923

OVERGLE

RINGTON  
ARY

MIMOSA AVE

WILLOW LN

P AVE

FORMAN CT

RED BUD LN

R AVE

18TH STREET

WILLIAMS  
HIGH SCHOOL

O AVE

O PL

R AVE

17TH ST

R AVE

15TH ST

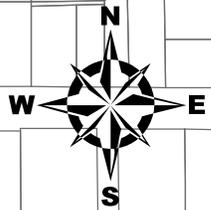
R AVE

15T

14TH PL

P AVE

R AVE



SCALE 1" = 400'

P AVE

**CITY OF PLANO  
 BID TABULATION  
 2010-120-B  
 AVENUE R RECONSTRUCTION – PROJECT NO. 5923**

<b>BIDDER:</b>	<b>BID BOND</b>	<b>TOTAL BASE BID</b>	<b>ALT NO 1 TOTAL BID</b>
<b>JIM BOWMAN CONSTRUCTION CO., LP</b>	<b>YES</b>	<b>\$330,429.00</b>	<b>\$330,429.00</b>
CAMINO CONSTRUCTION, LP	YES	\$330,556.00	\$330,556.00
RKM UTILITY SERVICES, INC.	YES	\$365,905.00	\$365,905.00
SMITH CONTRACTING, INC.	YES	\$388,157.00	\$388,157.00
JRJ PAVING L.P.	YES	\$391,339.20	\$391,339.20
JESKE CONSTRUCTION CO.	YES	\$444,412.00	\$444,412.00

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

*Dianna Wike*

Dianna Wike, Buyer Supervisor

April 30, 2010

Date

**“BID TABULATION STATEMENT”**

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

PURCHASING DIVISION  
 CITY OF PLANO TEXAS



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/24/2010		
Department:		Public Works Administration / David Falls		
Department Head		Alan Upchurch		
Agenda Coordinator (include phone #): <b>Kim McFarland X4109</b>				
<b>CAPTION</b>				
<i>Award of Bid No. 2010-119-B, for the 2009-2010 Pavement Maintenance Project, Phase II - 18th Street, Cross Bend Road, Enterprise Drive, Mission Ridge Road, Silverstone Drive, and Westwood Drive to Jerusalem Corporation, Inc. in the amount of \$597,593.00.</i>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	369,343	2,095,657	1,000,000	<b>3,465,000</b>
Encumbered/Expended Amount	-369,343	-427,654	0	<b>-796,997</b>
This Item	0	-597,593	0	<b>-597,593</b>
BALANCE	0	1,070,410	1,000,000	<b>2,070,410</b>
<b>FUND(S):    CAPITAL RESERVE</b>				
<b>COMMENTS:</b> Funds are included in the Capital Reserve Fund. This item, in the amount of \$597,593, will leave a current year balance of \$1,070,410 for the Pavement Maintenance project. <b>STRATEGIC PLAN GOAL:</b> Pavement maintenance repairs relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the bid for the 2009-2010 Pavement Maintenance Project to Jerusalem Corporation, Inc., in the amount of \$597,593.00, for Alternate No. 1 (cement that is produced by cement manufacturing that meets or are below the source cap limits for emissions established by the TCEQ) which is within 5% of the base bid, be accepted as the lowest responsible bidder for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the repair of secondary and collector street pavement on 18th Street between R Ave and Jupiter Road, Cross Bend Road between Coit Road and Custer Road, Enterprise Drive between Park Boulevard and Central Expressway, Mission Ridge Road between Parker Road and Spring Creek Parkway, Silverstone Drive between Parker Road and Cross Bend Road and Westwood Drive between Plano Parkway and Westbrook Drive.</p> <p>The secondary vendor being recommended is Jim Bowman Construction Company LLP in the amount of \$605,345.20.</p> <p>Engineer's estimate for this project is \$838,147.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bid Tabulation				
Location Map				

# CITY OF PLANO

**BID NO. 2010-119-B  
PAVEMENT MAINTENANCE PHASE II PROJECT NO. 6048  
CORRECTED BID TABULATION**

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Bid opening Date/Time: April 30, 2010 @ 3:00PM

Number of Bids Submitted:

<u>COMPANY NAME</u>	<u>Total Base Bid</u>	<u>Bid Bond Present</u>	<u>Alternate 1</u>
Jerusalem Corp	\$597,593.00	Yes	\$597,593.00
Jim Bowman Construction	\$605,345.20	Yes	\$605,345.20
F & F Contracting	\$695,558.45	Yes	\$695,558.45

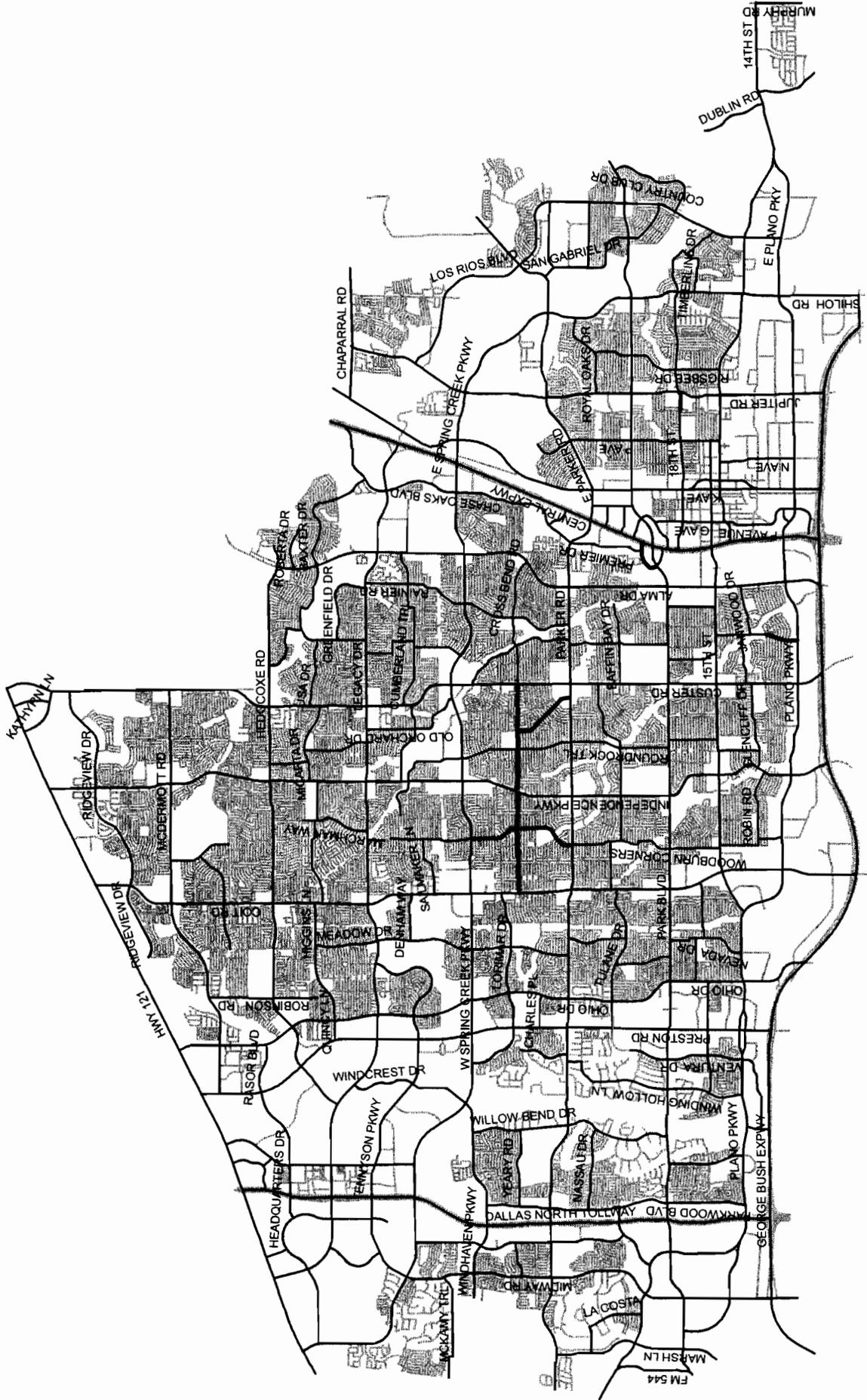
*Nancy Corwin*

Nancy Corwin, Buyer

*April 30, 2010*

Date

# LOCATION MAP 2009-10 PAVEMENT MAINTENANCE PROJECT





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/24/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):			<b>Irene Pegues (7198)</b>	
			<b>Project No. 5634.2 &amp; 5280.1</b>	
<b>CAPTION</b>				
Bid No. 2010-117-B for Erosion Control Pittman Creek Rehabilitation and DART R.O.W. Retaining Wall project to Austin Filter Systems, Inc., in the amount of \$939,000 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	360	1,226,640	0	<b>1,227,000</b>
Encumbered/Expended Amount	-360	-640	0	<b>-1,000</b>
This Item	0	-939,000	0	<b>-939,000</b>
BALANCE	0	287,000	0	<b>287,000</b>
<b>FUND(S):    MUNICIPAL DRAINAGE CIP</b>				
<b>COMMENTS:</b> Funds are included in the 2009-10 Municipal Drainage CIP. This item, in the amount of \$939,000, will leave a current year balance of \$287,000 for the Pittman Creek Erosion Control Project.				
<b>STRATEGIC PLAN GOAL:</b> Erosion control relates to the City's Goals of Livable and Sustainable Community.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of Austin Filter Systems, Inc., in the amount of \$939,000.00 for the Total Bid (Base + Alternate), be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
The second vendor being recommended is Ark Construction Services, in the amount of \$1,015,310.00. Engineer's estimate was \$800,000.				
The project consists of installation of gabion wall erosion control structures to repair, replace or supplement existing walls along Pittman Creek in eleven (11) areas (Project No. 5634.2) and installation of new gabion wall erosion control structures at one (1) location adjacent to the DART Right-of-Way / railroad track area approximately 300 feet east of Plano Parkway (Project No. 5280.1).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bid Summary; Location Maps			N/A	

**CITY OF PLANO  
BID TABULATION  
2010-117-B**

**EROSION CONTROL PITTMAN CREEK REHABILITATION AND DART R.O.W. RETAINING WALL-  
PROJECT NOS. 5634.2 & 5280.1  
May 4, 2010 @ 3:00 P.M.**

<b>BIDDER:</b>	<b>BID BOND</b>	<b>ADDEND. 1-ACKN.</b>	<b>TOTAL BASE BID</b>	<b>TOTAL BASE + ALTERNATE BID</b>
<b>Austin Filter Systems, Inc.</b>	<b>Yes</b>	<b>Yes</b>	<b>\$800,055.00</b>	<b>\$ 939,000.00</b>
<b>Ark Contracting Services</b>	<b>Yes</b>	<b>Yes</b>	<b>\$888,640.00</b>	<b>\$1,015,310.00</b>
<b>Craig Olden, Inc.</b>	<b>Yes</b>	<b>Yes</b>	<b>\$904,027.00</b>	<b>\$1,022,329.00</b>

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

*Dianna Wike*

Dianna Wike, Buyer Supervisor

May 5, 2010

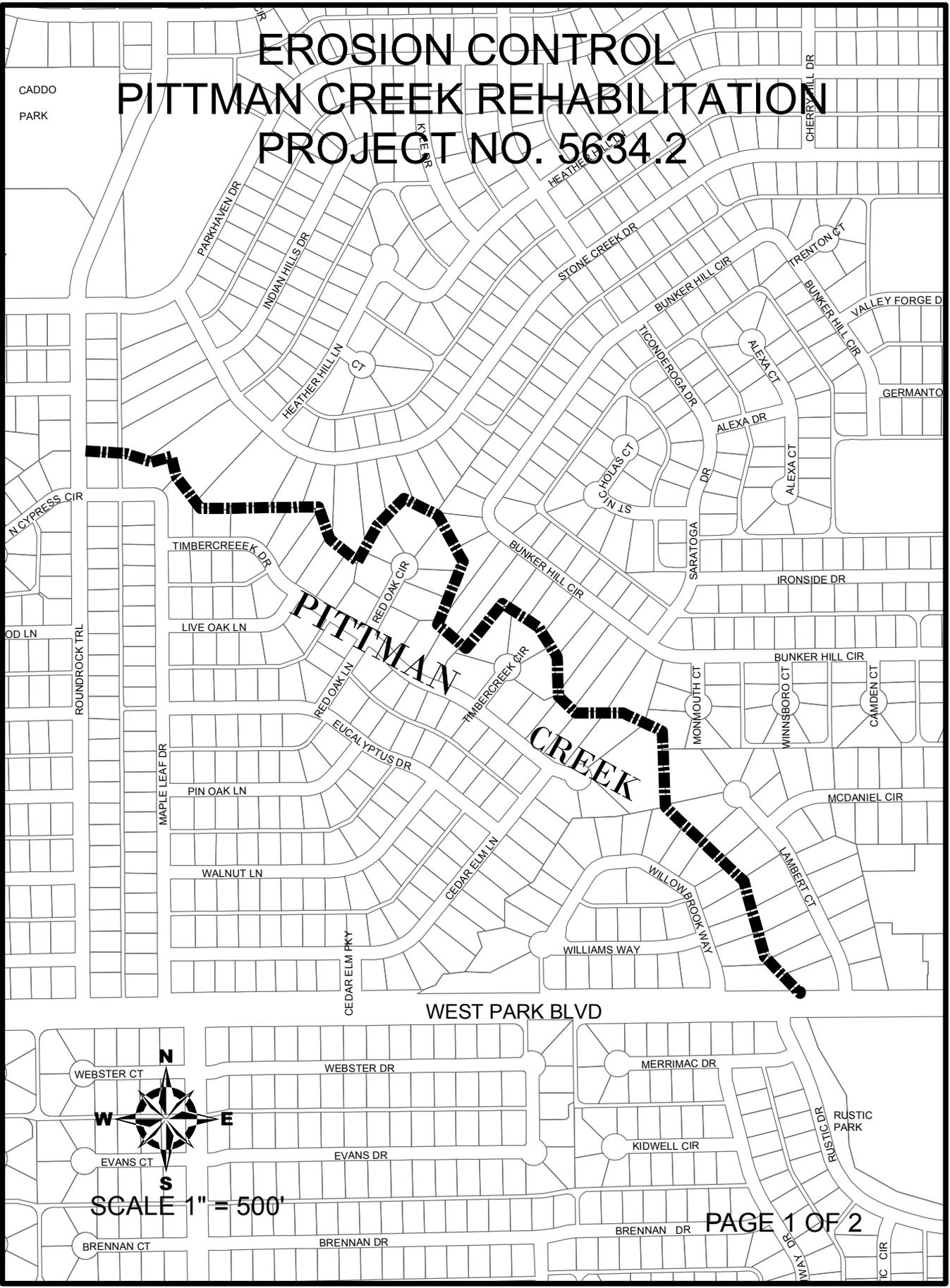
Date

**“BID TABULATION STATEMENT”**

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

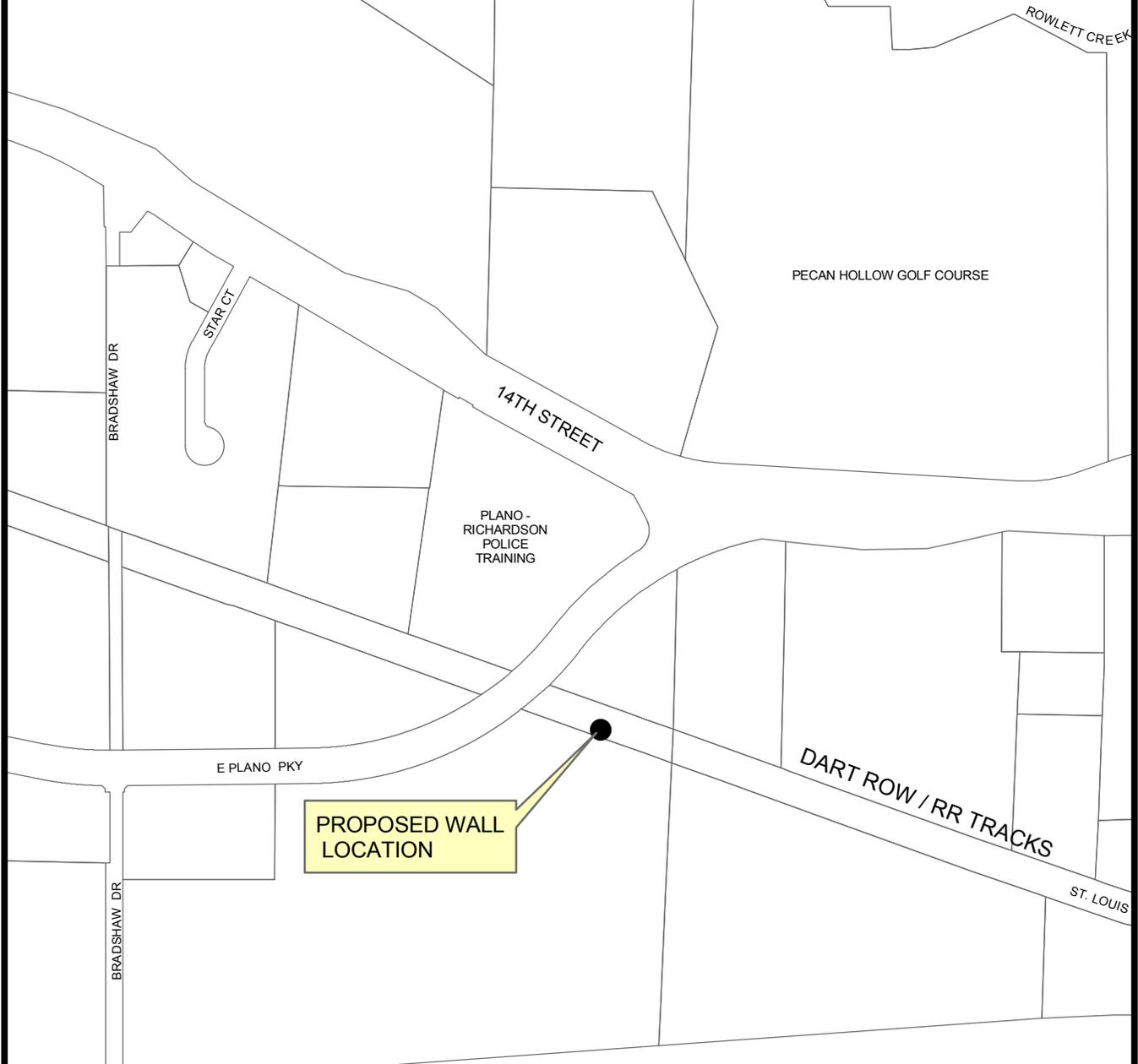
PURCHASING DIVISION  
CITY OF PLANO TEXAS

# EROSION CONTROL PITTMAN CREEK REHABILITATION PROJECT NO. 5634.2

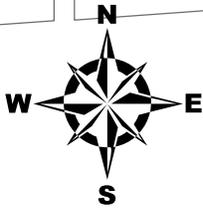


SCALE 1" = 500'

# DART R.O.W. RETAINING WALL PROJECT NO. 5280.1



CITY OF RICHARDSON



SCALE 1" = 500'



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/24/10		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
To approve the purchase and installation of playground equipment for Douglass Community Center and Daycare and Hackberry Park in the amount of \$172,527 from Miracle Recreation Equipment Company through an existing contract with PISD and authorizing the City Manager to execute all necessary documents (2008-51-1/PISD #2007-071).				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	254,115	275,885	250,000	<b>780,000</b>
Encumbered/Expended Amount	-254,115	0	0	<b>-254,115</b>
This Item	0	-172,527	0	<b>-172,527</b>
BALANCE	0	103,358	250,000	<b>353,358</b>
<b>FUND(S):     CAPITAL RESERVE</b>				
<p><b>COMMENTS:</b> Funds are included in the 2009-10 Capital Reserve Fund. This item, in the amount of \$172,527, will leave a current year balance of \$103,358 for the Playground Replacement project.</p> <p>STRATEGIC PLAN GOAL: Playground equipment replacement and installation relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>In conjunction with the Collin County Governmental Purchase Forum, Plano ISD sponsored and awarded a contract for playground equipment and installation to Miracle Recreation Equipment Company. The City of Plano requests to purchase playground equipment and playground surfacing from this contract in the amount of \$172,527.</p> <p>All competitive bid requirements were met by PISD on behalf of the forum participants. The City of Plano is a participating member of CCGPF.</p> <p>The equipment at these playgrounds is over 20 years old and replacement parts are no longer available. The new equipment will bring these playgrounds into compliance with current safety standards and ADA requirements.</p>				



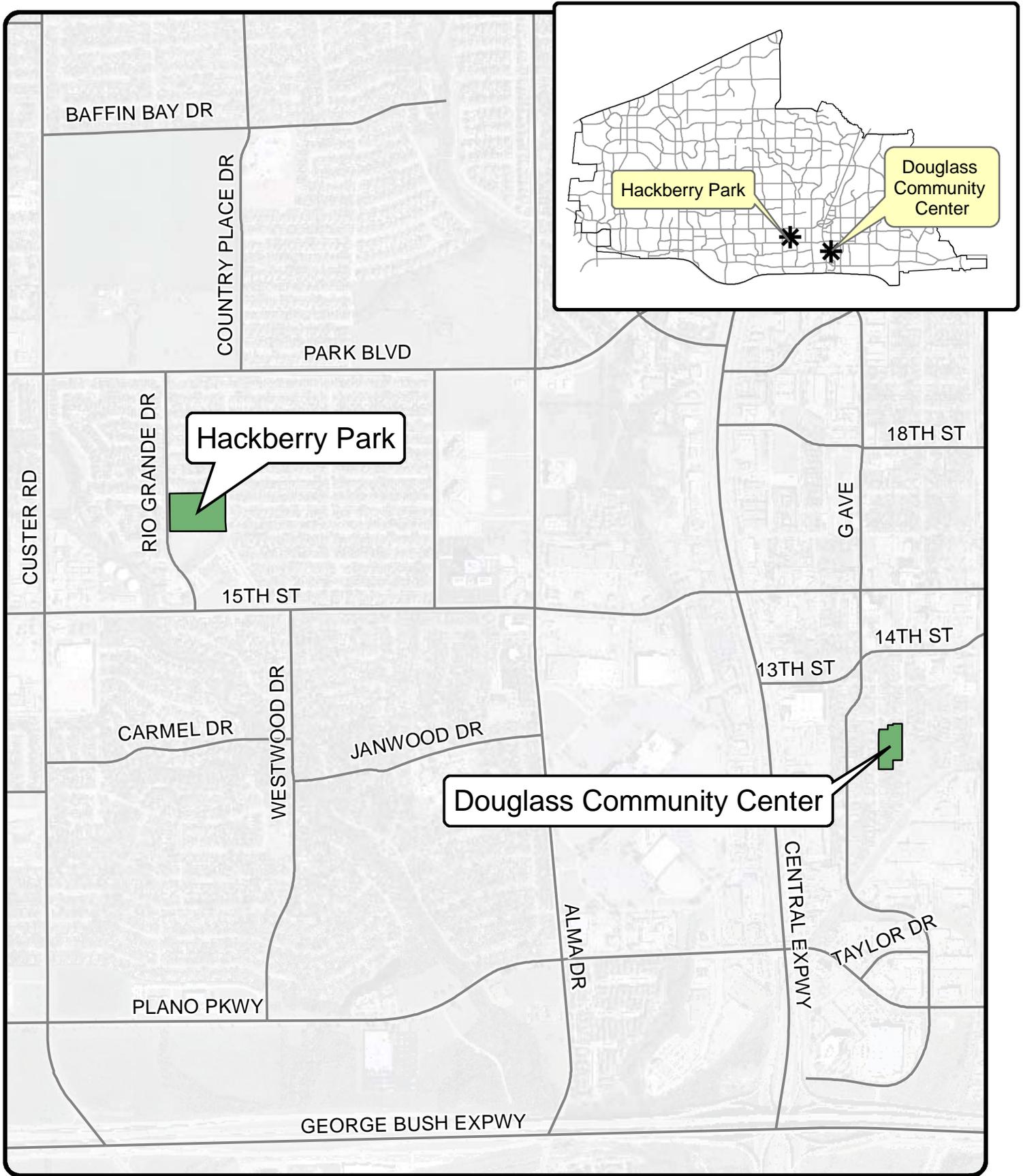
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

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



# Location Map

## Douglass Community Center & Hackberry Park



0 0.25 0.5 Miles

# webuildfun, inc.



**PO BOX 29**  
**Allen, TX 75013**  
**Phone: 972-727-0653**  
**Fax: 972-396-4994**

Date: 4/29/2010

**City of Plano**  
 Kyle McCutcheon  
 469-286-9951

**Douglass Recreation Center**  
 1111 H Ave., #C  
 Plano, TX 75074

<b>Sales Consultant:</b> Kris Allen	<b>Terms:</b> Net 30	<b>Est. Delivery Date:</b> 4 -6 Weeks
--	-------------------------	--

**Hackberry Park**  
 1600 Rio Grande Drive  
 Plano, TX 75075

ITEM	QTY	DESCRIPTION	PRICE EACH	DISCOUNT	PRICE TOTAL
<b>Douglass Recreation Center 2-12 Area</b>					
CD177484	1	Miracle Center Stage 2-12 yrs, Big Timber	\$33,355.00		
		<b>SubTotal</b>	\$33,355.00	(\$5,003.25)	<b>\$28,351.75</b>
INSTALL		Installation of equipment and remove and replace existing fence			\$10,000.00
		Removal and haul off existing equipment and surfacing			\$4,250.00
		To modify drainage			\$500.00
		Est. Freight			\$1,523.66
		<b>Total</b>			<b>\$44,625.41</b>
<b>Surfacing Options for Douglass 2-12 Area</b>					
PIP	1,776 sq ft	E Turf surfacing (includes 4" concrete sub base and 6" fill, installed)			<b>\$19,765.00</b>
<b>Douglass Recreation Center 2-5 Area</b>					
<b>2-5 Early Childhood Development</b>					
BOM_001		HAGS and Miracle 2-5 yrs, playground equipment			
		includes: Miracle discount	\$6,884.00	(\$1,032.60)	\$5,851.40
620838		HAGS Sand Saucer w/ cover HAGS discount	\$7,768.00	(\$776.80)	\$6,991.20
71471513B		Music station			
4602		vehicle climber			
608911		HAGS UniMini Play unit			
		Installation of Equipment			\$3,665.00
		Removal of existing equipment and surfacing and haul off			\$2,000.00
		Subtotal	\$14,652.00		<b>\$18,507.60</b>
		Estimate Freight			\$1,166.15
		<b>Total</b>			<b>\$19,673.75</b>
<b>Surfacing Options for Douglass 2-5 Area</b>					
PIP	728 sq ft	E Turf surfacing (includes 4" concrete sub base and 6" fill, installed)			\$8,399.78
		<b>Douglass Total</b>			<b>\$92,463.94</b>
<b>Hackberry Park</b>					
CD177512	1	Miracle Center Stage 2-12 yrs, Big Timber (keep existing swing frame, lower to 8')	\$58,155.00		
2840	2	Replace swing seats, 2 s/p seats with chains	\$168.00		
2990	2	Replace swing seats, 2 tots seats with chains	\$260.00		
Aw2801	8	Anti-Wrap Swing Hangers	\$488.00		
		SubTotal	\$59,071.00	(\$8,860.65)	<b>\$50,210.35</b>
		Installation of equipment			\$17,680.00
		Removal of existing playground equipment			\$3,500.00
		To boar 6" drain pipe from playground to storm sewer 210' to the SW of the playground. Use 4" perforated drain pipe			\$6,125.00

		inside playground area.			
			Est. Freight		\$2,548.00
			<b>Hackberry Park Total</b>		<b>\$80,063.35</b>
		<i>Quote for Hackberry Park does not include surfacing</i>			
			<b>TOTAL JOB</b>		<b>\$172,527.29</b>



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/24/10		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): <b>Aimee Storm Ext 7248</b>				
<b>CAPTION</b>				
To approve the purchase of mobile computer workstations for the Police Department in the amount of \$279,118 from Motorola Inc. through an existing contract/agreement with Texas Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1304)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	405,000	0	<b>405,000</b>
Encumbered/Expended Amount	0	-89,319	0	<b>-89,319</b>
This Item	0	-279,118	0	<b>-279,118</b>
BALANCE	0	36,563	0	<b>36,563</b>
<b>FUND(S):     GENERAL FUND; POLICE ERF</b>				
<p><b>COMMENTS:</b> Total funding in the amount of \$279,118 is available in the 2009-10 Police Department Operating Budget and the Police Equipment Replacement Fund to begin Phase I of a multi-year Mobile Computer replacement project with the initial DIR contract purchase of 50 units from Motorola, Inc. This Financial Summary includes budgeting for Phase I and not the future years due to uncertainty of future phases/vendor/pricing, although funds will be reserved within the Police ERF for project completion.</p> <p><b>STRATEGIC PLAN GOAL:</b> Replacement of Mobile Computers for Police vehicles relates to the City's Goal of "Financially Strong City with Service Excellence" and "Safe Large City"</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends the approval of the purchase for the purchase and installation of MW810 mobile computer workstations from Motorola Inc. in the amount of \$279,118 conditioned upon timely execution of any necessary contract documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-1304)				
List of Supporting Documents: Memo Quote Recap			Other Departments, Boards, Commissions or Agencies	



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

## MEMORANDUM

**DATE:** May 11, 2010  
**TO:** Diane Palmer, Purchasing Manager  
**FROM:** Gregory W. Rushin, Chief of Police  
**SUBJECT:** Motorola MW810 Mobile Computers for the Police Department

---

The Plano Police Department intends to purchase fifty (50) Motorola MW810 Mobile Computer Workstations beginning in FY 2009-2010; a procurement based on contract pricing and available funding in the Police General Fund and Police Equipment Replacement Fund. The MW810 units are to be gradually installed as replacements for the MW800 units in our existing patrol vehicles, pursuant to a planned implementation schedule, and in all new patrol vehicles as they are introduced into the fleet.

After reviewing pricing from existing cooperative contracts with both HGAC and State DIR, it is the Department's recommendation to proceed with the purchase by utilizing negotiated pricing, referencing Contract #DIR-SDD-1304, at a cost of \$5,582.35 per unit. The total purchase amount will be \$279,117.50.

**City of Plano Police Department  
MW810 Pricing**

	<b>List Price</b>	<b>HGAC Price</b>	<b>DIR Price</b>
Price per unit	<b>\$7,610.00</b>	<b>\$5,935.80</b>	<b>\$5,582.35</b>
Total for 50 Units	<b>\$380,500.00</b>	<b>\$296,790.00</b>	<b>\$279,117.50</b>

The DIR Price Quoted above is a negotiated price based on a purchase of 50 units, with a staggered shipment schedule. Motorola guarantees this price for any additional purchases made within 36 months. \*

**NOTES:**

Units each ship with standard 3-year warranty

DIR Contract Number DIR-SDD-1304

\* 2% purchasing fee is included in above price



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	5/24/10
Department:	Public Works & Engineering
Department Head:	Alan L. Upchurch
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>	
<b>Project No. 5925</b>	

**CAPTION**

To approve an engineering contract by and between the City of Plano and Huitt-Zollars, Inc. in the amount of \$448,635 for the Preston Road Corridor project and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2009-10</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	60,284	448,716	65,000	<b>574,000</b>
Encumbered/Expended Amount	-60,284	0	0	<b>-60,284</b>
This Item	0	-448,635	0	<b>-448,635</b>
BALANCE	0	81	65,000	<b>65,081</b>

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

**COMMENTS:** Funds are included in the 2009-10 Re-Estimated Street Improvement CIP. This item, in the amount of \$448,635, will leave a current year balance of \$81 for the Preston Road Corridor Improvements project.

**STRATEGIC PLAN GOAL:** Intersection improvements relate to the City's Goal of Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

This agreement with Huitt-Zollars, Inc. is for the engineering design of the Preston Road Corridor project which will create double left turn lanes and dedicated right turn lanes to various legs of the following intersections on Preston Road: Parker Road, Spring Creek Parkway, Hedgcoxe Road and Headquarters Drive. A total of thirteen (13) turning lanes will be added.

The contract fee is \$448,635 and is detailed as follows:

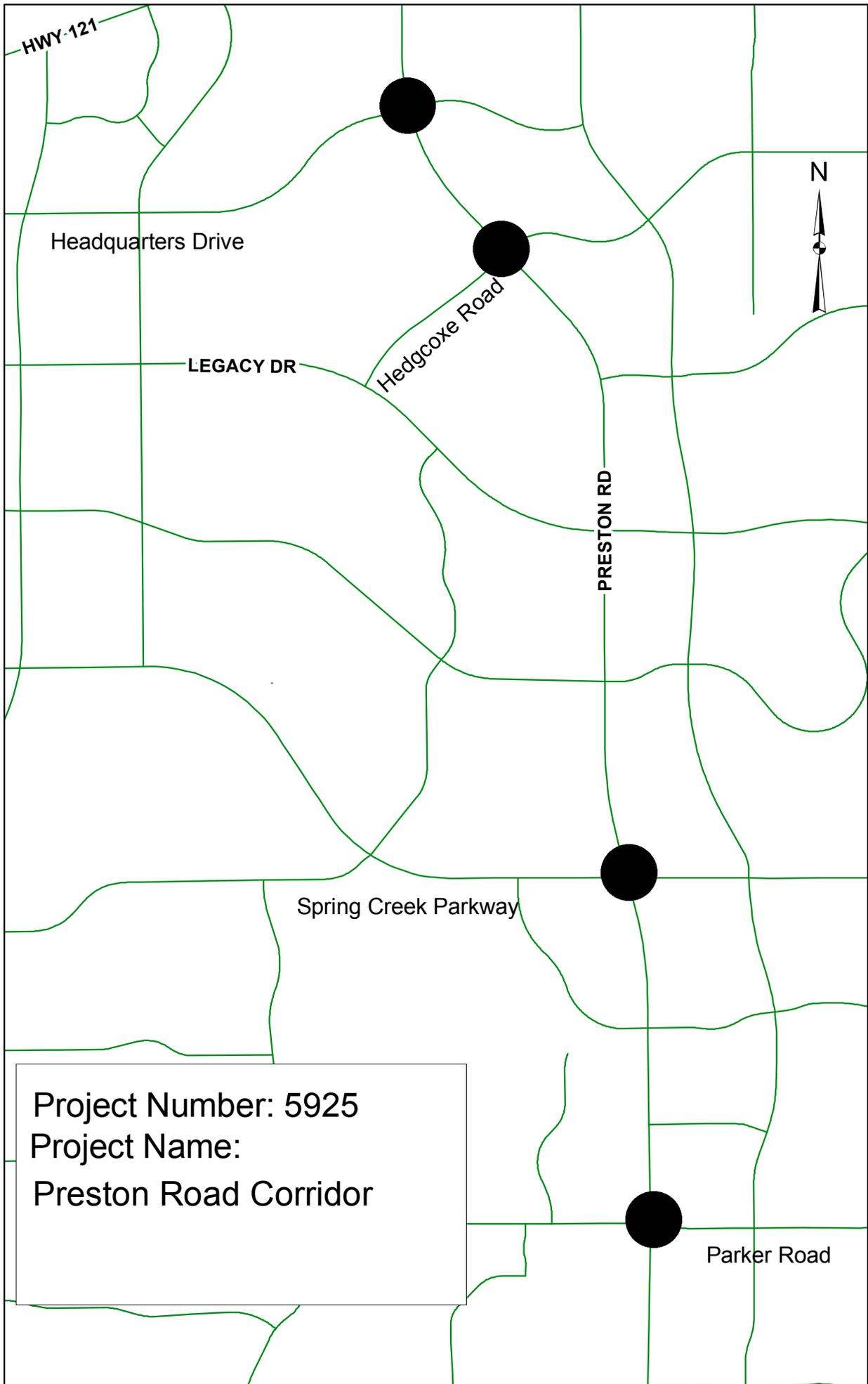
**Basic Services**

Research and Data Collection	\$ 3,400
Design Survey	\$ 74,000
Environmental Services	\$ 43,485
Schematic Design	\$ 46,000
Preliminary Design	\$117,000
Final Design	\$ 72,000
Bid Phase Services	\$ 5,000



## CITY OF PLANO COUNCIL AGENDA ITEM

Construction Phase Services	\$ 8,500
Construction Control Survey	<u>\$ 3,400</u>
<b>Total Basic Services Fee</b>	<b>\$372,785</b>
<b>Special Services</b>	
Subsurface Utility Engineering (15 trenches @ \$3,350.00/trench)	\$ 50,250
Right-of-Way Map Preparation	\$ 12,800
Right-of-Way and Easement Tracts (8 tracts @ \$1,600.00/tract)	<u>\$ 12,800</u>
<b>Total Special Services Fee</b>	<b>\$ 75,850</b>
<b>TOTAL PROJECT FEE</b>	<b>\$448,635</b>
Funding is available from the 2009-10 Community Investment Program. Eighty percent (80%) partial funding will be provided from Regional Toll Revenue (RTR) Funding, and Collin County will be providing the remaining twenty percent (20%). Staff feels the fee is reasonable for this project estimated to cost \$3,000,000.	
List of Supporting Documents: Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A



## **PRESTON ROAD CORRIDOR**

### **PROJECT NO. 5925**

## **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 **HUITT-ZOLLARS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

### **WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **PRESTON ROAD CORRIDOR** 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 & Engineering Department  
P.O. Box 860358  
Plano, TX 75086-0358

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

Huitt-Zollars, Inc.  
3131 McKinney Avenue, Suite 600  
Dallas, TX 75204-2489  
Attn: Kenneth Roberts

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:

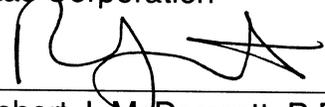
This Agreement shall be effective from and after execution by both parties hereto.

**SIGNED** on the date indicated below.

DATE: May 11, 2010

**HUITT-ZOLLARS, INC.**

A Texas Corporation

BY:   
Robert J. McDermott, P.E.  
EXECUTIVE VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

**APPROVED AS TO FORM:**

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



**EXHIBIT A  
SCOPE OF SERVICES  
PRESTON ROAD CORRIDOR  
PROJECT No. 5925  
CIP No. 37774**

**PROJECT DESCRIPTION:**

This project includes preliminary and final design related professional engineering services for intersection improvements at four (4) locations on State Highway 289 (Preston Road) in the City of Plano. The goal of this project is to improve the intersections so that they all have double left turn and dedicated right turn lanes. A total of 13 turning lanes will be added. The intersections on Preston Road are as follows:

1. Parker Road- Design additional left turn lanes for northbound and southbound traffic.
2. Spring Creek Boulevard- Design additional left turn lanes for north, south and east bound traffic.
3. Hedgcoxe Road – Design additional left turn lanes for northeast, northwest, southeast and southwest bound traffic. Design dedicated right turn lanes for northeast and southeast bound.
4. Headquarters – Design additional left turn lanes for northbound and southbound traffic.

The project will be funded by the North Central Texas Council of Governments (NCTCOG). The project must meet TxDOT procedural standards (drafting standards, environmental clearance, public hearings, and advertising procedures). The design consultant shall prepare preliminary engineering, specifications and estimates (PS&E) in accordance with the latest edition and revisions of, but not limited to, the TxDOT "Roadway Design Manual", and the "Texas Manual on Uniform Traffic Control Devices". The project must meet requirements set forth in the TxDOT Local Government Project Procedures (LGPP).

The consultant shall prepare shop drawings for all materials intended for use on the traffic signals and related items for TxDOT approval.

**Special Design Considerations**

It should be noted that, at all locations, particularly those where curb lines are being modified to the outside (toward private property), existing improvements may be affected. Existing landscaping, irrigation lines, utility lines, sidewalk or other items may be affected requiring special design considerations such as relocation, retaining wall construction or special grading. Sufficient survey ties to existing improvements and elevation information must be obtained by the engineer

to allow for adequate design of proposed improvements. Existing and proposed elevation information must be provided on the plans to describe the proposed construction and a clear comparison of how well existing elevations will be matched with the proposed improvements.

**BASIC SERVICES:**

**A. Design Standards**

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

TxDOT Standard Construction Details and Specifications

City of Plano Standard Construction Details and Specifications

City of Plano Design Standards

NCTCOG Standard Specifications for Public Works Construction

Texas Commission Environmental Quality Requirements

Architectural Barriers Act

EPA Regulations

TXDOT "Roadway Design Manual"

Texas Manual on Uniform Traffic Control Devices

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

**B. Research and Data Collection –**

1. Meet with City of Plano and Texas Department of Transportation (TxDOT) engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Meet with TxDOT engineering staff to obtain proposed and existing roadway construction plans, to coordinate proposed connections and construction phasing related to TxDOT roadways in the project area.

### **C. Design Survey –**

1. 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.
2. Tie right-of-way lines and corners/monuments, property lines and corners/monuments, 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. TXU Elec., Verizon Telephone, Atmos Gas, Etc.).
3. 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 design.
4. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline and at driveways, street intersections, drainage channels/outfalls or other areas of significance. Cross sections are for project design review and quantity takeoffs and will be a part of the final construction plan set.
5. Perform ground topographic survey to satisfy TxDOT requirements.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
8. Survey and elevation work and information shown on plans shall generally extend a minimum of 100' beyond the project construction limits or through and beyond an entire street intersection at the end of a proposed construction area in order to show how well the proposed alignment, lane lines or grades match the existing conditions or to prove adequate surface drainage conditions as related to the project. This will generally be 800' beyond the intersection for left turns and 500' for right turns. In addition, consideration must be given to portions of roadways beyond the immediate project area, which will be affected by the traffic control barricading plan required for inclusion in the project plans. These areas must be shown in the plans to accurately reflect the plan view conditions (curb alignment, drives, intersections, sign, marking, or other traffic related items). It is anticipated that most of the information in these areas, which needs to be shown on the plans for traffic control plan purposes, may be gathered from aerial photography provided from the City GIS system as verified or revised by the consultant by field observation checking. Items, which are not clearly visible on the aerial photography (signs, markings, newly constructed drives, or other pertinent items), must be added to the plan by the consultant.

#### **D. Environmental Services**

The Engineer will provide professional environmental services related to the preparation of a Categorical Exclusion (CE) document in accordance with TxDOT Dallas District guidelines. In developing the CE document, the Engineer will prepare and coordinate the environmental documentation to support the TxDOT Dallas District in obtaining the State environmental clearance for the project. The proposed project involves intersection improvements to facilitate traffic through the intersections and improve safety. The Engineer will perform all work necessary to complete the document.

The following scope of work is adapted from the contract scope of work (TxDOT ENV) as it relates to the preparation of a CE document and performance of associated activities.

#### Scope of Work

##### **FC 120 – Environmental Studies:**

1. The tasks to be performed by the Engineer include data collection and evaluation; field review; state and federal regulatory databases review and field observations relative to potential hazardous materials and substances; data synthesis; project impacts evaluation if necessary; preparation of the preliminary draft, final draft, and final CE document. The scope does not include air and noise modeling.

#### **E. Schematic Design – (30% design package)**

1. Prepare TxDOT Schematic plans and profiles at the scale and sheet sizes required by TXDOT. Include the following:
  - Plan view geometrics of all proposed turn lanes and turn lane adjustments.
  - Typical sections for all turn lanes and turn lane adjustments
  - Lane alignment on each section where the existing thru traffic lanes will be realigned
2. Obtain TXDOT approval of schematic prior to proceeding with preliminary construction plans for a typical 65% TxDOT design submittal.

#### **F. Preliminary Design – (65% design package)**

Prepare the following sheets at the engineering scale indicated (scale for 11" x 17" sheets) for the preliminary design:

- Title Sheet.
- Index of Sheets
- Project Layout Control sheets. Scale 1"= 40'.
- Quantity Summary sheets. (sheet by sheet itemized breakdown)

- General Notes
  - Traffic Signal General Notes
  - SWPPP Narrative
  - Right-of-Way Maps. Scale 1"= 40'.
  - Demolition plans. Scale 1"= 40'.
  - Typical sections.
  - Traffic control plans, construction phasing and temporary traffic signals. Scale 1"= 40'.
  - Paving plan & profile sheets. Scale 1"= 40':H; 1"=5':V
  - Grading plans on a suitable scale may be necessary where profiles and cross sections do not provide adequate detail.
  - Storm sewer plan & profile sheets. Scale 1"= 40': H; 1"=5':V.
  - Box Culvert plan & profile sheets & details. Scale 1"= 40': H; 1"=5':V.
  - SWPPP Erosion Control sheets meeting EPA and City of Plano requirements. Scale 1"= 40'.
  - Waterline relocation plans & profiles. 1"= 40': H; 1"=5':V.
  - Pavement Marking and Signage plan sheets. Scale 1"= 40'.
  - Traffic signal plans. Scale 1"= 40'.
  - Illumination (Street Light) plans. Scale 1"=40'.
  - Landscape plans. Scale 1"=40'.
  - Irrigation plans. Scale 1"=40'.
  - Cross Sections. Scale 1"=40':H; 1"=5':V
  - Other sheets as required by TxDOT.
2. Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.
  3. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
  4. Prepare outline of any special technical specifications needed for the project (if any).
  5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
  6. Submit five (5) sets of preliminary plans (65% design package) and one (1) set of an outline of special technical specifications and preliminary statement of probable construction cost to the City for review. Submit additional sets as required to TxDOT for review.
  7. Meet with City of Plano and TxDOT staff to discuss comments on preliminary plans, specifications and cost estimates.
  8. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

#### **G. Final Design – (95% and 100% design packages)**

1. Revise preliminary plans incorporating comments from the City of Plano and TxDOT.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities, prepare final construction cost estimates and prepare a bid schedule that provides a detailed description of each construction item with it's quantity for inclusion into the bid documents.
7. Submit five (5) set of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review. Submit additional sets as required to TxDOT for review.
8. Incorporate City and TxDOT final comments into the plans and bid documents. The City will prepare the original bid document and provide it to the consultant to print and distribute to bidders.
9. Submit three (3) sets of final black line prints, seven (7) bound copies of the bid documents and one unbound original bid document set to the City of Plano. Submit additional sets as required to TxDOT.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

#### **H. Bid Phase Services –**

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to eight (6) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.

9. Assist City staff in a pre-construction conference.
10. Furnish fourteen (14) 11"x 17" sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

**I. Construction Phase Services –**

1. Provide periodic site visits by the design engineer with a written inspection report submitted to the City for each visit. This scope of work includes 4 site visits.
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions for change orders. The City will prepare and process the change orders.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disk containing scanned images of the 11" x 17" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

**J. Construction Control Survey –**

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of the project.

**SPECIAL SERVICES:**

**K. Subsurface Utility Engineering (SUE)**

Coordinate with all franchise utilities in the area to obtain their records relating to the location of their facilities in the project area. Establish the precise horizontal and vertical location of all underground franchise utilities (electric, gas, telecommunication, etc.) in the project area. It is anticipated that the consultant will use Subsurface Utility Engineering (SUE) subcontractors to accomplish this goal.

The Consultant will utilize a vacuum excavation truck to excavate trenches for the purpose of exposing utilities that may be present at twenty locations within the project limits. Consultant will create a trench 1 foot wide and 4 feet deep perpendicular to the curb from the back of the curb to the ROW, or easement line to expose the existing franchise utilities in the parkway at each location. This

scope of work includes 15 trenches. These trenches are assumed to be in soil, not rock. Access will be via adjacent parking lots or parking along side the roadway with no lane closures. If lane closure is necessary, it will only be performed between the hours of 9:00 AM and 4:00 PM, Monday through Saturday. Traffic control plans will be required for lane closures.

#### **L. Right-of-Way Map Preparation –**

##### **Preliminary Right-of-Way Map Preparation**

1. Meet with the City of Plano and TxDOT staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
2. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano and TxDOT as soon as possible and prior to the preliminary plan submittal.
3. Prepare preliminary right-of-way map (to TxDOT standards) for the project based on meetings with TxDOT and the City of Plano. Plan will illustrate existing right-of-way, proposed right of way, existing and proposed TxDOT easements, current ownership and other requirements for a TxDOT preliminary map
4. Meet with City of Plano and TxDOT staff to discuss comments.

##### **Final Right-of-way Map Preparation**

1. Revise preliminary right-of-way map incorporating comments from the City of Plano and TxDOT.
2. Monument the new right-of-way line and parcels as required by TxDOT
3. Submit final right-of-way map as approved by TxDOT.

#### **M. Right-of-Way and Easement Surveying –**

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for any additional right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City. (Assume four (4) parcels in this work effort)
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City. (Assume four (4) parcels in this work effort)
3. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

## **N. Exclusions –**

*The intent of the scope is to include only the services specifically listed above and no others. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:*

- *Title searches.*
- *Fees for permits and advertising.*
- *Traffic counts, engineering reports or studies.*
- *HEC-1 or HEC-2 Floodplain modeling.*
- *Floodplain reclamation plans.*
- *Full time inspection.*
- *Designs for trench safety.*
- *Structures, retaining walls, etc., not included in this Scope of Services.*
- *Revisions to the plans as a result of changes made after completion of original final design (unless to correct error on plans).*
- *Drawing of City of Plano Standard Details for inclusion in the construction plans.*
- *Consulting services by others not included in proposal.*
- *Quality control and materials testing services during construction.*
- *Prints furnished after acceptance of the required sets for construction in accordance with this Agreement.*
- *Geotechnical investigations for design.*
- *Monthly coordination meetings with contractors, inspection personnel and City representatives.*
- *Public Meetings.*
- *Prepare to serve or serve as an expert witness on behalf of the City in connection with any public hearings or legal proceedings.*

- *Review monthly requests for payment from the contractor and prepare a recommendation for action by the City of Plano.*
- *Review the contractor's monthly progress reports and provide review comments to the City of Plano.*

**End of Exhibit 'A'**

**EXHIBIT B  
COMPLETION SCHEDULE**

<b>Activity</b>	<b>Completion Time (Calendar Days)</b>
B. Research and Data Collection	21
C. Design Survey	35
D. Environmental Services	126
E. Schematic Design	60
F. Preliminary Design	180
G. Final Design	90
H. Bid Phase Services	42
I. Construction Phase Services	240
J. Construction Control Survey	7
K. Subsurface Utility Engineering	60
L. Right-of-Way Map Preparation	30
M. Right-of-Way & Easement Tracts	30
 Total calendar days to complete the consultant's work on the project -not including review time by City and TXDOT. Some tasks are running concurrently.	 921

**EXHIBIT C  
PAYMENT SCHEDULE**

**PRESTON ROAD CORRIDOR**

**PROJECT NO. 5925**

<u><b>WORK STAGE SUBMITTAL OR COMPLETION</b></u>	<u><b>TOTAL</b></u>
<b>Basic Services</b>	
B. Research and Data Collection	\$ 3,400
C. Design Survey	\$ 74,000
D. Environmental Services	\$ 43,485
E. Schematic Design	\$ 46,000
F. Preliminary Design	\$ 117,000
G. Final Design	\$ 72,000
H. Bid Phase Services	\$ 5,000
I. Construction Phase Services	\$ 8,500
J. Construction Control Survey	\$ 3,400
<b>Total Basic Services Fee</b>	<b>\$ 372,785</b>
<b>Special Services</b>	
K. Subsurface Utility Engineering (15 trenches @ \$3,350.00/trench)	\$ 50,250
L. Right-of-Way Map Preparation	\$ 12,800
M. Right-of-Way and Easement Tracts (8 tracts @ \$1,600.00/tract)	\$ 12,800
<b>Total Special Services Fee</b>	<b>\$ 75,850</b>
<b>TOTAL PROJECT FEE</b>	<b>\$ 448,635</b>

**EXHIBIT "D"**  
**ENGINEERING**  
**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

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

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

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

Professional Errors and Omissions

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

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

*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.*

## **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<br>\$100,000 accident \$100,000 disease<br>\$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<br>Minimum \$500,000 each occurrence<br>\$1,000,000 general aggregate                  |
| <input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)  |  |
| <input checked="" type="checkbox"/> 6. Premises/Operations                          |  |
| <input checked="" type="checkbox"/> 7. Independent Contractors                      | <del>\$500,000</del> combined single limit<br>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<br>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   |

15. Motor Carrier Act Endorsement
16. Professional Liability \$1,000,000 each occurrence  
\$2,000,000 aggregate
17. Garage Liability \$\_\_\_\_\_ BI & PD each occurrence
18. Garagekeepers' Legal \$\_\_\_\_\_ - Comprehensive  
\$\_\_\_\_\_ - Collision
19. Owners Protective Liability \$500,000 Combined single limits
20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.
21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.
22. Ten (10) days notice of cancellation, ~~non-renewal, material change~~ or coverage reduction endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).
24. The Certificate must state project title and project number.
25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

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

26. The above policy(s) carry the following deductibles: Prof'l Liab. - \$250,000/\$750,000

Full limits of coverage available for:  
 General Liability \_\_\_\_\_ Professional Liability To the best or our knowledge  
 Automobile Liability \_\_\_\_\_

27. Liability policies are (indicate):

- OCCURRENCE [1] CLAIMS MADE [X] - Professional Liability

Patrick P. McLaughlin 4/21/2010  
 Signature Date  
 Patrick P. McLaughlin

Insurance Agent (Print)  
 HUITT-ZOLLARS, INC.

Name of Insured  
4/21/2010  
 Date



*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.*

## **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<br>\$100,000 accident \$100,000 disease<br>\$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<br>Minimum \$500,000 each occurrence<br>\$1,000,000 general aggregate                  |
| <input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)  |  |
| <input checked="" type="checkbox"/> 6. Premises/Operations                          |  |
| <input checked="" type="checkbox"/> 7. Independent Contractors                      | <u>\$500,000</u> combined single limit<br>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<br>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   |

15. Motor Carrier Act Endorsement

16. Professional Liability \$1,000,000 each occurrence  
\$2,000,000 aggregate

17. Garage Liability \$ \_\_\_\_\_ BI & PD each occurrence

18. Garagekeepers' Legal \$ \_\_\_\_\_ - Comprehensive  
\$ \_\_\_\_\_ - Collision

19. Owners Protective Liability \$500,000 Combined single limits

20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.

21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

22. Ten (10) days notice of cancellation, non-renewal, material change or coverage reduction endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

24. The Certificate must state project title and project number.

25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

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

26. The above policy(s) carry the following deductibles: \_\_\_\_\_

Full limits of coverage available for:

General Liability \_\_\_\_\_ Professional Liability \_\_\_\_\_  
Automobile Liability \_\_\_\_\_

27. Liability policies are (indicate):

OCCURRENCE

CLAIMS MADE

J. Fred Huitt  
Signature

4-22-2010  
Date

J. Fred Huitt  
Insurance Agent (Print)

Huitt - Zollars, Inc.  
Name of Insured

4-22-2010  
Date

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**4/22/2010**

**BELL HUITT INSURANCE**  
 3725 7th Street  
 Bay City, TX 77414  
 979-245-8343

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

**INSURED**  
**HUITT-ZOLLARS, INC.**  
 3131 MCKINNEY AVE  
 LOCK BOX 105  
 DALLAS, TX 75204  
 214-871-3311

**INSURERS AFFORDING COVERAGE**
**NAIC#**

INSURER A:	<b>HARTFORD FIRE INSURANCE</b>	<b>19682</b>
INSURER B:	<b>HARTFORD FIRE INSURANCE</b>	<b>19682</b>
INSURER C:	<b>HARTFORD CASUALTY INSURANCE</b>	<b>29424</b>
INSURER D:		
INSURER E:		

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PRIMARY</b> <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	61UUNLJ3272	06/01/09	06/01/10	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>3,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500.00 DEDUCTIBLE	61UUNLJ3272	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$	61XHURJ8721	06/01/09	06/01/10	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	61WENV1191	06/01/09	06/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
		OTHER				

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

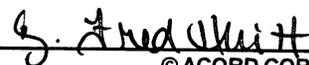
**RE: PROJECT NO. 5925-PRESTON ROAD CORRIDOR**
**\*INDEPENDENT CONTRACTORS AND CONTRACTUAL LIABILITY COVERAGES ARE INCLUDED.\***
**CERTIFICATE HOLDER**

**CITY OF PLANO**  
**1520 AVENUE K**  
**PLANO, TX 75024**

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

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

\_\_\_\_\_  
Name of Consultant

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE OF TEXAS        §**  
**§**  
**COUNTY OF DALLAS   §**

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/24/10		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5996
<b>CAPTION</b>				
To approve and authorize Contract Modification No. 1 for the purchase of Professional Engineering Services for the Drainage Improvements – Briarwood, Liverpool & Stoney Point project in the amount of \$36,400 from Lam Consulting Engineering. This modification will provide for the design of drainage improvements in the 3200 & 3300 blocks of Greenbriar Lane.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	150,000	0	<b>150,000</b>
Encumbered/Expended Amount	0	-60,000	0	<b>-60,000</b>
This Item	0	-36,400	0	<b>-36,400</b>
BALANCE	0	53,600	0	<b>53,600</b>
<b>FUND(S):    MUNICIPAL DRAINAGE CIP</b>				
<b>COMMENTS:</b> Funds are included in the 2009-10 Municipal Drainage CIP. This modification 1, in the amount of \$36,400, will leave a current year balance of \$53,600 for the Briarwood, Liverpool & Stoney Point Drainage Improvement project.				
<b>STRATEGIC PLAN GOAL:</b> Design services for erosion control relate to the City's Goals of Livable and Sustainable Community.				
<b>SUMMARY OF ITEM</b>				
The original contract provided for a drainage study of needed improvements in the 3200 & 3300 blocks of Greenbriar Lane to alleviate localized flooding of residential houses. These additional services are for the design of the proposed improvements.				
The original contract amount was \$60,000.00. The Public Works & Engineering Department is seeking City Council approval of this first modification because the amount of the modification increase exceeds \$25,000. The revised contract amount is \$96,400.00.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification			N/A	

## **CONTRACT MODIFICATION**

### **DRAINAGE IMPROVEMENTS – BRIARWOOD, LIVERPOOL & STONEY POINT PROJECT NO. 5996**

**PURCHASE ORDER NO. 103774  
CIP NO. 71103**

This shall serve as a First Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and Chris Lam, d/b/a Lam Consulting Engineering, a Sole Proprietorship, (hereinafter "Consultant"), dated December 22, 2009, 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:

#### **MODIFICATION DESCRIPTION:**

Provide engineering design and plan preparation services for the installation of drainage improvements according to Option I from the 3313 Greenbriar Lane Drainage Study, to alleviate the existing flooding conditions along Greenbriar Lane west of Ridgewood Drive.

#### **BASIC DESIGN SERVICES:**

##### **A. Design Survey –**

1. Establish a horizontal and vertical control network and project control baseline for the Greenbriar Lane project area. The network and baselines are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation for the project area.
3. Tie right-of-way lines and corners, property lines and corners, easements, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline as needed within the project area for the design. Existing utility structures shall be located and referenced by utility name (i.e. OnCor Electric, Verizon Telephone, Atmos Gas, Etc.).

## MODIFICATION NO. 1

Drainage Improvements – Briarwood, Liverpool & Stoney Point

Project NO. 5996

Page 2 of 5

4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project area for the design.
5. Provide driveway cross-sections relative to the project baseline.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

### **B. Preliminary Design –**

1. Add the Greenbriar Lane construction plans to the current project construction plan set.
2. Prepare preliminary construction plans. Prepare or modify the following full size sheets (22" x 34") to add the Greenbriar Lane project at the engineering scales indicated:
  - Modify the existing cover sheet.
  - Modify the existing General Notes and Quantity sheet.
  - Paving plan and profile sheet for the Greenbriar Lane - Meadowcreek Drive intersection re-paving. (Scale 1" = 20' Hor. and 1" = 5' Vert.).
  - Drainage area map for the Greenbriar Lane drainage improvements. (Scale 1" = 100')
  - Storm drain plan and profile sheet for the improvements draining the cul-de-sac at the end of Meadowcreek Drive utilizing pipe bursting methods. (Scale 1" = 20' Hor. and 1" = 5' Vert.).
  - Storm drain plan and profile sheets for the improvements draining Greenbriar Lane. (Scale 1" = 20' Hor. and 1" = 5' Vert.).
  - Streambank protection plan and profile sheet for repair of the base of the bag wall at the rear of 3301 Greenbriar Lane. (Scale 1" = 20' Hor. and 1" = 5' Vert.).
  - Stream cross sections and details for the streambank protection plans.
  - Erosion control plans for the site can be shown on the sheets noted above.

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

3. Prepare a list of any special technical specifications needed for the project (Gabions, tie-back anchors, pipe bursting, etc. if any).
4. Complete the preliminary plan set in accordance with the original contract requirements. Fee to include additional design time and printing costs for the additional plan sheets.

**MODIFICATION NO. 1**

Drainage Improvements – Briarwood, Liverpool & Stoney Point

Project NO. 5996

Page 3 of 5

**C. Final Design –**

1. Complete the final design of the project in accordance with original contract requirements. Fee to include additional design time and printing costs for the additional plan sheets.

**D. Bid Phase Services –**

1. Complete the bid phase services for the project in accordance with original contract requirements. Fee to include some additional time for addendum preparation, bid tabulation and additional printing costs expected for additional plan sheets.

**E. Construction Administration –**

1. Complete the construction administration services for the project in accordance with original contract requirements. Fee to include some additional time for providing written responses to requests for information or clarifications and prepare as-constructed drawings based on Contractor mark-ups for the additional plan sheets.

**SPECIAL SERVICES:**

**A. Easement Surveying –**

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for drainage and utility easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City for each tract. The modified fee is to be based on three additional parcels in accordance with the original contract requirements.

**B. Geotechnical Report –**

1. Perform geotechnical investigation necessary for the design of the proposed streambank protection at the rear of 3301 Greenbriar Lane and for the design of new storm drain by pipe bursting methods at Meadowcreek Drive. Submit one copy of the geotechnical report to the City with the preliminary design plans.
2. Show geotechnical boring locations on the plan view of the construction drawings and cross-reference to the geotechnical report.

**Compensation:**

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$36,400.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

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

Original Contract Amount	\$	<u>60,000.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>60,000.00</u>
Amount, Modification No. 1	\$	<u>36,400.00</u>
Revised Contract Amount	\$	<u><u>96,400.00</u></u>
Total Percent Increase Including Previous Modifications		<u>60.67%</u>

**CITY OF PLANO**

**CHRIS LAM,  
 D/B/A LAM CONSULTING  
 ENGINEERING  
 CONSULTANT**

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

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

Print Name: Thomas H. Muehlenbeck  
 Print Title: City Manager  
 Date: \_\_\_\_\_

Print Name: Chris Lam  
 Print Title: *PRINCIPAL*  
 Individually and as SOLE PROPRIETOR  
 Date: *5/6/10*

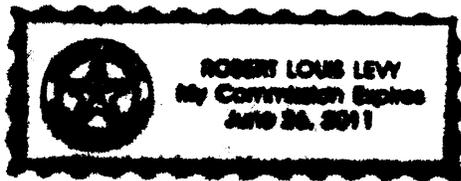
APPROVED AS TO FORM:

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the   6   day of   May  , 2010, by **CHRIS LAM d/b/a LAM CONSULTING ENGINEERING**, a sole proprietorship, individually and on behalf of said company.



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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

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

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	05/24/10
Department:	Public Works & Engineering
Department Head	Alan L. Upchurch
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b> <span style="float:right"><b>Project No. 5851</b></span>	

**CAPTION**

To approve and authorize Contract Modification No. 1 for additional design services for Ridgewood Water Infrastructure Rehabilitation project in the amount of \$68,000 from GSWW, a Division of Burgess & Niple, Inc. This modification will provide for the design of paving improvements at several locations of the project.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2009-10</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	23,212	1,465,788	708,000	<b>2,197,000</b>
Encumbered/Expended Amount	-23,212	-111,528	0	<b>-134,740</b>
This Item	0	-68,000	0	<b>-68,000</b>
<b>BALANCE</b>	0	1,286,260	708,000	<b>1,994,260</b>

**FUND(S):**    **WATER CIP**

**COMMENTS:** Funds are included in the 2009-10 Water CIP. This modification 1, in the amount of \$68,000, will leave a current year balance of \$1,286,260 for the Ridgewood Water Infrastructure Rehab project.

**STRATEGIC PLAN GOAL:** Design construction for waterlines relates to the City's Goal of Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

Additional design services are required for Ridgewood Water Infrastructure Rehabilitation project for the replacement of street pavement for the following five (5) streets, which are already under design for water line replacement:

1. Primrose Lane – Hawthorne Lane to East Park Boulevard
2. Eastlane Place – 200' east of Ridgewood Drive to east end
3. Westport Place – Ridgewood Drive to west end
4. Eastport Place – cul-de-sac at east end
5. Westglen Place – Ridgewood Drive to west end

In addition, sewer services will be included in this project and will be shown on the plans for replacement and tie in to the sewer main at locations 2, 3, 4 and 5 on the above list. Also included is the additional survey work related to the waterline replacement plans.

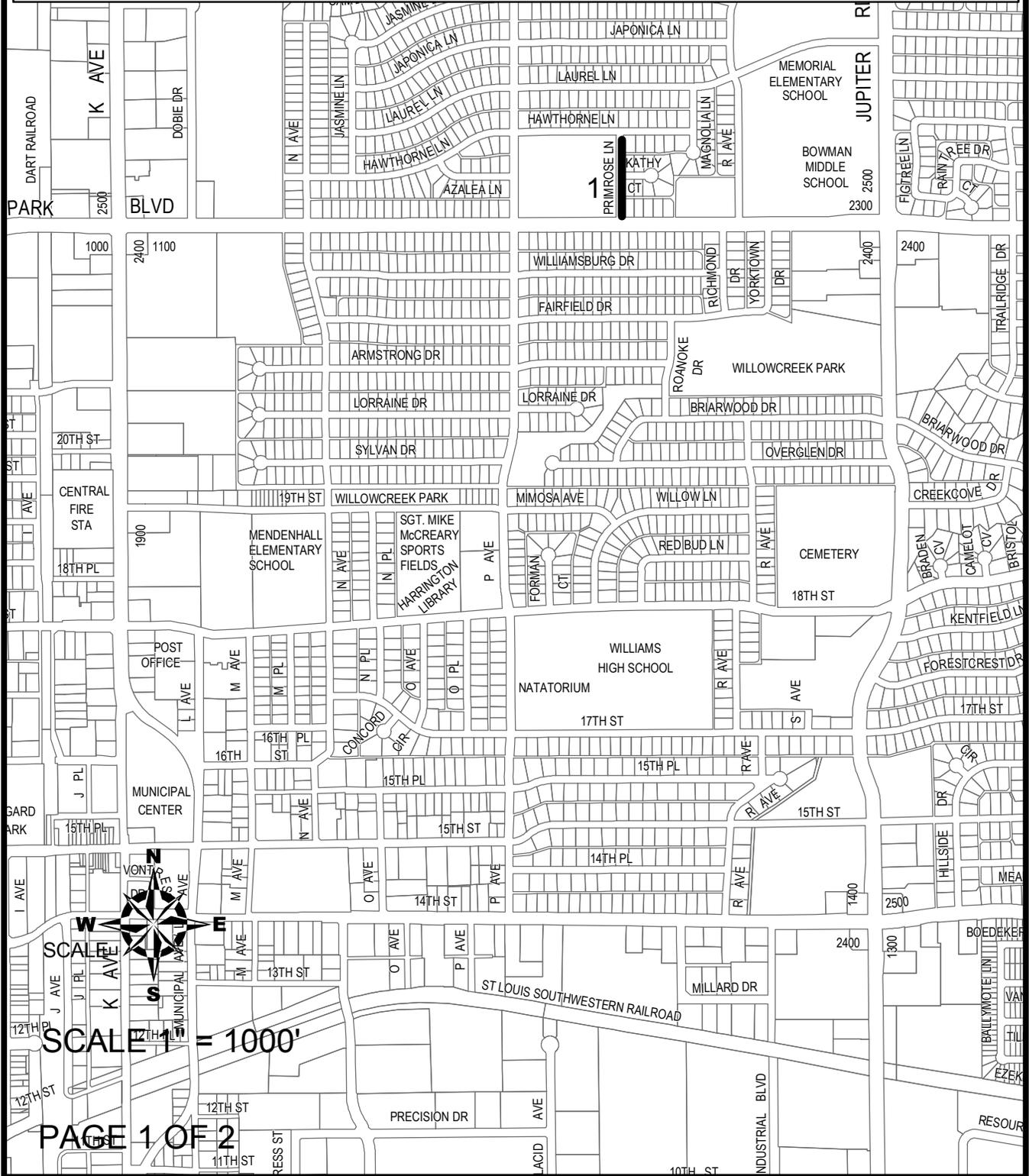
The original contract amount was \$172,580.00. The Public Works & Engineering Department is seeking City Council approval of this first modification because the modification amount is over \$25,000.00. The revised contract amount is \$240,580.00.



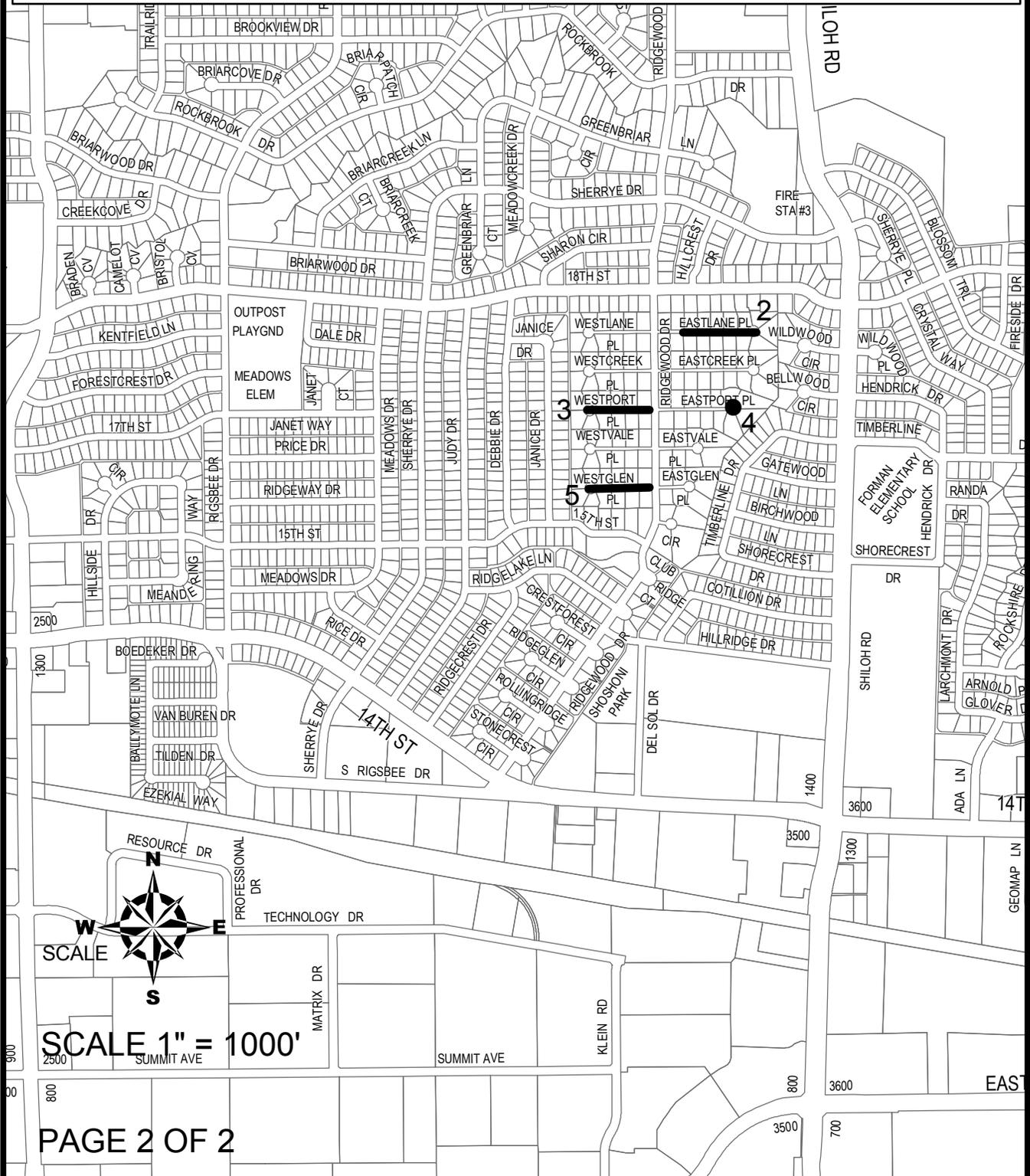
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

List of Supporting Documents: Location Maps; Contract Modification	Other Departments, Boards, Commissions or Agencies N/A
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# RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION PROJECT NO. 5851 CONTRACT MODIFICATION NO. 1



# RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION PROJECT NO. 5851 CONTRACT MODIFICATION NO. 1



## **CONTRACT MODIFICATION**

### **RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION PROJECT NO. 5851**

#### **PURCHASE ORDER NO. 103526 CIP NO. 68175**

This shall serve as a **First** Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **GSWW, A DIVISION OF BURGESS & NIPLE, INC.** (hereinafter "Consultant"), dated June 11, 2008, 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:

The original engineering contract called for waterline replacement at fifteen (15) locations in the City of Plano. During the design process, it was determined that five (5) of those locations (or portions thereof) would require complete street pavement removal and replacement. These five (5) are as follows:

1. Primrose Lane – Hawthorne Lane to East Park Boulevard
2. Eastlane Place – 200' east of Ridgewood Drive to east end
3. Westport Place – Ridgewood Drive to west end
4. Eastport Place – cul-de-sac at east end
5. Westglen Place – Ridgewood Drive to west end

In addition, sewer services will be included in this project and will be shown on the plans for replacement and tie in to the sewer main at locations 2, 3, 4 and 5 on the above list. Also included is additional survey work related to waterline replacement plans.

A more detailed breakdown of the activities associated with this additional work is included in the attached "Exhibit A".

Services shall be completed within three (3) months of notice to proceed.

#### **Compensation:**

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$68,000. Such payment shall be made in accordance with the payment terms specified in the Contract.

MODIFICATION NO. 1  
 Ridgewood Water Infrastructure Rehabilitation  
 Project No. 5851  
 Page 2 of 5

The fee is broken down as follows:

Design Survey	\$8,500.00
Basic Services	<u>\$59,500.00</u>
<b>Total</b>	<b><u>\$68,000.00</u></b>

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>172,580.00</u>
Contract Amount (Including Previous Modifications)	\$ <u>172,580.00</u>
Amount, Modification No. 1	\$ <u>68,000.00</u>
Revised Contract Amount	\$ <u><u>240,580.00</u></u>
Total Percent Increase Including Previous Modifications	<u>39.40%</u>

**CITY OF PLANO**  
 \_\_\_\_\_  
 OWNER

**GSWW, A DIVISION OF  
 BURGESS & NIPLE, INC.**  
 \_\_\_\_\_  
 CONSULTANT

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

By:   
 (signature)

Print Name: Thomas H. Muehlenbeck

Print Name: Steven D. Sanders, P.E.

Print Title: City Manager

Print Title: Vice President

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

Date: May 7, 2010

APPROVED AS TO FORM:

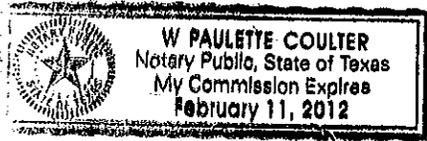
By: \_\_\_\_\_  
 Diane C. Wetherbee, City Attorney

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**

**COUNTY OF DALLAS**

This instrument was acknowledged before me on the 7th day of May, 2010, by **STEVEN D. SANDERS, P.E., VICE PRESIDENT** of **GSWW, A DIVISION OF BURGESS & NIPLE, INC.**, an Ohio corporation licensed to do business in the State of Texas, on behalf of said corporation.



  
Notary Public, State of Texas

**STATE OF TEXAS**

**COUNTY OF COLLIN**

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

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



**EXHIBIT "A"**

**SCOPE OF SERVICES  
CONTRACT MODIFICATION NO. 1  
RIDGEWOOD WATER INFRASTRUCTURE REHABILITATION  
CIP NO. 68175; PROJECT NO. 5851; PURCHASE ORDER NO. 103526**

**BASIC SERVICES:**

**A. Design Standards**  
(No change)

**B. Research and Data Collection**  
(No Change)

**C. Design Survey**

1. Additional design survey will be required west of the Post Office on 18<sup>th</sup> street and the north side of the roadway where the waterline alignment has been shifted to the north side of the road.
2. Pavement replacement for streets with cul-de-sacs will need additional survey at all drives and curb opposite of the waterline alignment.
3. Additional design survey along Ridge Lake to move waterline to other side of roadway.

**D. Preliminary Design**

1. Provide plan and profile drawings for the following streets:  
Primrose Lane – Hawthorne Lane to E. Park Blvd.  
Eastlane Pl. – 200' east of Ridgewood Dr. to east end.  
Westport Pl. – Ridgewood Dr. to west end.  
Eastport Pl. – cul-de-sac at east end.  
Westglen Pl. – Ridgewood Dr. to west end.
2. Provide sections on 50 ft intervals for streets listed for replacement.
3. Provide driveway cross sections for streets list for replacement.
4. Provide Construction Phasing Plan for work on 18<sup>th</sup> Street and Park Blvd.
5. Provide traffic control plan for work associated with 18<sup>th</sup> Street and Park Blvd.

**E. Final Design**

1. Revise preliminary plans to incorporate comments from the City of Plano

**F. Bid Phase Services**  
(No Change)

**G. Construction Administration**  
(No Change)

**H. Construction Control Survey**  
(No Change)



**BURGESS & NIPLE**

**SPECIAL SERVICES:**

(No Change)

**SERVICES NOT INCLUDED**

1. Computer modeling and routing of wastewater flows.
2. Title searches / property research
3. Environmental impact statements or assessments.
4. Fees for permits and advertising.
5. Traffic engineering report or studies.
6. Floodplain reclamation plans.
7. Full time inspection.
8. Designs for trench safety.
9. Structures: retaining walls, etc. not included in proposal.
11. Consulting services by others not specifically included in this proposal.
12. Quality control and testing services during construction.
13. Internal inspection of facilities.
14. Construction staking.
15. Existing Utility service locating.
16. Sanitary sewer capacity analysis.
17. Storm Drainage design.
18. Review of contractor's monthly and final payment request estimates or preparation of monthly pay estimates.
19. Geotechnical investigation.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5-24-2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): <b>Nancy Corwin x7137</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, ratifying the terms and conditions of an interim contract by and between Republic Waste Services, Inc. D/B/A Allied Waste Services and the City of Plano for residential recycling processing services, approving its execution by the City Manager or his designee, and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	0	0	0	0
<b>FUND(s):     SUSTAINABILITY &amp; ENVIRONMENTAL SERVICES FUND</b>				
<p><b>COMMENTS:</b> Approval of the Interim Recycling Processing Contract recognizes increased processing expenses for recycling materials, which will be partially offset by an increase in the percentage of net revenues paid to the City of Plano. As a result, the city will receive approximately \$117,000 less in recycling revenue in FY 2009-10; however, year to date revenues from recycling have surpassed budgeted amounts by \$114,564 due to improved recycling markets.</p> <p><b>STRATEGIC PLAN GOAL:</b> Generation of revenues through recycling relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends approval of resolution to ratify an interim contract by and between Republic Waste Services, Inc. D/B/A Allied Waste Servies and the City of Plano for residential recycling processing services.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Interim Contract				

**A Resolution of the City Council of the City of Plano, Texas, ratifying the terms and conditions of an interim contract by and between Republic Waste Services, Inc. D/B/A Allied Waste Services and the City of Plano for residential recycling processing services, approving its execution by the City Manager or his designee, and providing an effective date.**

**WHEREAS**, Allied Waste Services has been providing residential recycling processing services for the City since July 31, 1999; and

**WHEREAS**, the contract with Allied Waste Services for the residential recycling processing services expired on March 27, 2009 and an Interim Contract lasting six (6) months has been proposed to allow Allied Waste Services to continue its residential recycling processing services while final terms and conditions are being negotiated; and

**WHEREAS**, the City Council has been presented an Interim Contract by and between Republic Waste Services, Inc. d/b/a Allied Waste Services and the City of Plano, for residential recycling processing services, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Interim Contract"); and

**WHEREAS**, upon full review and consideration of the Interim Contract and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be ratified and approved.

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

**Section I.** The terms and conditions of the Interim Contract, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things ratified and execution by the City Manager or his designee on behalf of the City of Plano is hereby approved.

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

**DULY PASSED AND APPROVED** this the 24<sup>th</sup> day of May, 2010.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERIM CONTRACT  
BETWEEN CITY OF PLANO AND REPUBLIC WASTE SERVICES, INC.  
D/B/A ALLIED WASTE SERVICES  
FOR RESIDENTIAL RECYCLING PROCESSING SERVICES  
CONTRACT # 2010-9-D**

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

**THIS INTERIM CONTRACT** is made and entered by and between **REPUBLIC WASTE SERVICES, INC. d/b/a ALLIED WASTE SERVICES**, a [REDACTED] corporation, hereinafter referred to as “Contractor”, and the **CITY OF PLANO, TEXAS**, a home-rule municipality, hereinafter referred to as “City”, to be effective upon approval of the Plano City Council and subsequent execution by the Plano City Manager or his designee.

**WHEREAS**, Allied Waste Services has been providing residential recycling processing services for the City since July 31, 1999; and

**WHEREAS**, the contract with Allied Waste Services for the residential recycling processing services expired on March 27, 2009 and negotiations between the City and Contractor for a new contract have not been finalized; and

**WHEREAS**, City and Allied Waste Services have agreed to enter into this interim contract for residential recycling processing services while final terms are being negotiated.

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

**I.  
DEFINITIONS**

Unless otherwise specified herein, the following terms shall have the following meanings:

**1.1 “Collect,” “Collected,” and “Collection”** shall mean and refer to the picking up and transporting of Recyclable Materials, to the appropriate Processing Facility, identified herein, in compliance with applicable federal, state and local laws, statutes, ordinances, rules and regulations.

**1.2 “Commingled Materials”** shall mean all Recyclable Materials, as herein defined.

**1.3 “Agreement Year”** shall mean a twelve (12) month period of time commencing upon the Effective Date hereof and, thereafter, any anniversary of the Effective Date.

**1.4 “Equipment”** shall mean all vehicles, containers, machinery, tools and equipment, as well as related supplies and materials, reasonably necessary for the Contractor’s performance hereunder.

**1.5 “Gross Revenue”** shall mean revenue received from the sale of Recyclable Materials provided by City hereunder before deductions for Processing Allowances are made.

**1.6 “Net Revenue”** shall mean Gross Revenue minus Processing Allowances. No other deductions are permitted.

**1.7 “Process”, “Processed” and “Processing”** shall mean all necessary steps and actions to prepare Recyclables for market, including actual sale of such Recyclables.

**1.8 “Processing Allowances”** shall mean the amount of money deducted from Gross Revenues as full compensation to Contractor for all costs of Processing Recyclables hereunder, shall be \$51.00 per ton for Single-Stream Recyclables processing.

**1.9 “Processing Facility” and “Facility”** shall mean the facility located at 4200 E. 14th Street, Plano, Texas.

**1.10 “Recyclables”, “Materials”, and “Recyclable Materials”** shall mean the following individual commodities: glass bottles and jars (all colors), aluminum cans, bi-metal and steel food and beverage cans, including aerosol cans, corrugated containers, newspapers with inserts, magazines, other types of clean and dry paper products, High Density Polyethylene (HDPE) & Polyethylene (PET) plastics with 1 & 2 symbols, and any materials added pursuant to the terms of this Contract; provided however, in no event shall such terms include hazardous materials as defined by applicable federal, state or local law.

**1.11 “Recycling”** shall mean the reclamation and/or recovery of all recyclable matter from the City’s solid waste residential customers, including but not limited to, glass, paper, plastic, tin, and aluminum.

**1.12 “Single-Stream Recyclables”** shall mean all recyclables collected in one stream, with no sorting required prior to processing.

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**II.**  
**TERM OF CONTRACT**

The term of this Interim Contract shall be from April 1, 2010 to October 31, 2010.

CONTRACTOR and CITY herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 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 services provided under this contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**III.**  
**SCOPE OF WORK**

Contractor shall provide all supervision, labor, materials and equipment necessary for processing and marketing of all residential Recyclables collected by City and delivered to Contractor's facility by the City of Plano in accordance with the terms and conditions of this Contract.

**IV.**  
**COLLECTION**

**4.01 Collection Schedule.** Contractor shall allow City to deliver Recyclable Materials for Processing at the Facility five (5) days a week (Monday through Friday) between the hours of 7:00 a.m. and 7:00 p.m., except for specified holidays and on Saturday when otherwise required by this contract. City shall provide Contractor with its holiday schedule at the beginning of each calendar year. Contractor agrees and understands that if a holiday occurs, collection schedules shall be moved forward to the next day thereby requiring Saturday Processing by Contractor. Contractor will be given a 30 day notice of any proposed permanent collection schedule changes. Permanent collection schedule changes shall be agreed upon in writing by the parties. Based upon need as determined by City, City may require Contractor to provide Processing services on a day or days other than those designated as a part of a regular collection schedule or holiday schedule, provided however that to the extent practicable, City shall give Contractor at least seven (7) days prior written notice with respect to such day or days. Notice shall be provided as specified herein. Notwithstanding the foregoing, City shall not require Processing services on Sundays.

**4.02 Receipt of City Collected Materials.** Contractor shall utilize reasonable efforts to minimize the time to weigh and off-load all City vehicles arriving at the Facility. All vehicles shall be received on a first-come first-served basis, and in no event shall Allied Waste Services grant any preferences to their vehicles in prioritizing receipt of vehicles. Notwithstanding the foregoing, at no time shall the wait time for a City vehicle exceed thirty (30) minutes from the time of weigh-in by such vehicle to the time that

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unloading is complete. Contractor will provide a weight ticket to each City driver for each load delivered to Contractor. All scales and equipment used by Contractor to weigh such loads shall be calibrated and adjusted accordingly for accuracy at least one time per year by persons who are qualified to perform such tasks and who are deemed satisfactory by City, and Contractor shall be required to provide proof of such calibration and accuracy each year on the anniversary date of this agreement.

**4.03 Load Rejections.** Contractor shall immediately notify City's Environmental Waste Services Superintendent if a load received from one of the City's collection vehicles appears to have a non-recyclable contamination rate higher than fifteen (15) percent. Contamination occurs when a material, other than a Recyclable Material as defined in this agreement, is included as part of a load of Recyclable Materials. If Contractor determines that a load is questionable, Contractor shall move it to an area that does not interfere with the normal processing operation, so that further inspection can be made by the City. Since the contamination rate of a load will be a subjective judgment, the load will not be refused unless a Supervisor from the City is present at the Processing Facility and is in agreement that the load is unacceptable. City's representative shall arrive within one hour of notice by Contractor. If City's representative fails to arrive within the one-hour time frame, Contractor may reject the load; however, Contractor shall notify City's Environmental Waste Services Superintendent of the rejection by 7:00 p.m. of the same day. Such notice shall contain a detailed explanation of Contractor's reasons for rejection. In the event that the parties are unable to resolve a dispute regarding the contamination rate of a load deemed questionable by Contractor, Contractor shall sort the contents of the questionable load by commodity, and weigh and Process each such commodity individually, except that materials claimed to be contaminants may be weighed without sorting or Processing. If after sorting, weighing and Processing as specified above, the contamination rate for the load is higher than fifteen (15) percent, City shall pay all costs for disposal of the contaminants. However, if the contamination rate for the load is equal to or less than fifteen (15) percent, Contractor shall pay all costs for disposal of the contaminants.

If the parties agree that a load is contaminated, as defined herein, Contractor shall be responsible for all disposal costs for the first two contaminated loads received from City during each calendar month. City shall be responsible for all disposal costs for all other contaminated loads in excess of two (2) loads per calendar month. Payment for disposal costs by City shall be in lieu of Processing Allowances for such contaminated loads. City may, at its option, independently arrange for disposal of contaminated load(s) within twenty-four hours of Contractor's request to so dispose or may reimburse Contractor at the current disposal rate at North Texas Municipal Water District landfill.

**4.04 Maintenance of Facility.** Between the hours of 5:00 p.m. and 7:00 p.m. Monday through Friday, and Saturday when required hereunder, Contractor must secure at its expense, a police officer to direct traffic on the public streets in order to facilitate travel in and out of the Facility. The Processing Facility floor shall be kept clear of buildup of materials, including but not limited to newspapers, in order to allow the safe backing of City vehicles into the receiving area. Contractor shall maintain the Processing Facility in a neat and orderly manner at all times.

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**4.05 Nuisance Abatement.** Contractor shall take all reasonable precautions to prevent littering of materials and to prevent odors at the Facility (hereinafter "nuisance"). Contractor shall operate the Facility in a manner that will not create a nuisance. If either Contractor or City receives a complaint regarding a nuisance arising out of or related to Contractor's operations, Contractor shall respond within twenty-four (24) hours of receipt of such complaint. Contractor shall provide the Environmental Waste Services Superintendent a written explanation to each such complaint providing a detail of its investigation into the incident upon which the complaint was based ("Incident") and the actions that Contractor has taken to resolve the Incident including, when necessary, all future actions Contractor will take to fully resolve the Incident or prevent a recurrence of the Incident. If the Incident cannot be resolved to the satisfaction of the complainant within fifteen (15) days, Contractor shall provide a schedule for completion of its plan to resolve or prevent the Incident, such schedule is subject to approval by City's Solid Waste Manager. If future action is necessary, Contractor shall include a schedule for completion of its plan to correct or prevent the incident, such schedule is subject to City approval. If Contractor determines that no action is necessary and this is not satisfactory to the complainant, Contractor must provide documentation to the City within (15) fifteen days of notice to the complainant so that City can make a determination as to what, if any, type of action by the Contractor is necessary. All complaints received from the public shall be recorded and the action taken documented as provided herein. The City's Environmental Waste Services Superintendent shall receive a copy of all documentation required by this paragraph for review.

**4.06 Location of Facility.** City's selection of Contractor's services for Processing of Recyclables has been based largely upon the location of Contractor's Facility and the cost effectiveness of that location for City's Recycling program. Should Contractor close or move its Facility to a location outside of the City of Plano, City would incur additional costs for its Recycling operation. Therefore, if at any time during the term or any renewals of this Agreement, Contractor intends to close or move the Processing Facility, the new location of the alternative Processing Facility must be provided to City in writing at least ninety (90) days prior to the date of closing or the date of the move, and such new location must be acceptable to City. If City determines that the new location is unacceptable, in that the new location would increase City's collection and transportation costs, City and Contractor agree to re-negotiate Processing Fees under this Agreement during the ninety (90) day notice period. City agrees to negotiate in good faith; however, if the parties cannot reach an agreement, City may terminate this Agreement without penalty.

## V.

### **MATERIALS PROCESSED / MARKETING**

**5.01 Recyclable Materials.** City shall deliver all residential Recyclable Materials collected by City or its contractors to the Processing Facility. Contractor shall process all residential Recyclable Materials collected by City. Processing shall include all necessary steps and actions to prepare Recyclables for market, including actual sale of such Recyclables, excluding residuals not able to be captured by separation. Title to all

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Recyclables shall pass to Contractor when such Recyclables are unloaded at the Processing Facility.

**5.02 Marketing.** The parties hereto understand that the market for Recyclable Materials may fluctuate throughout the term of this Contract. The term "market" shall mean any market including but not limited to local, state, national, and international markets regardless of whether a profit is made. If for three consecutive months, the market price for any one or more of the Recyclables drops to the point that any or all of the Materials can no longer be sold, whether with or without a profit, City shall, at its option:

- (a) Remove one or more of such Materials from City collection; or
- (b) After Processing by Contractor, contract with a third party to transport and store the Materials; or
- (c) After Processing by Contractor, contract with a third party to transport and dispose of the Materials; or
- (d) After Processing by Contractor, utilize any other market for the Materials; or
- (e) Divert newspapers to City's composting operation; or
- (f) After Processing by Contractor, in the event that the market price for any one or more of the Recyclables is \$0.00 or negative so that marketing of the Materials would cause the Contractor to incur costs, City will pay the actual market cost for each respective commodity. No fees or charges, other than Processing Allowances, will be paid.

Contractor shall continue to Process Materials as long as City continues to pay Contractor the Processing Allowances, regardless of the profitability of such Processing. Except as otherwise provided herein, Contractor shall, throughout the term of this Agreement, continue to transfer materials to end markets.

Deduction of Processing Allowances shall be full compensation to Contractor for Processing services. If at any time during the term of this Contract, the market for Recyclables is such that Processing Allowances cannot be fully deducted from Gross Revenues, thereby obligating the City to pay Contractor Processing Allowances, payment of Processing Allowances or any other fees by City shall not exceed \$80,000 during any fiscal year of City. If payment to Contractor exceeds \$80,000 during a fiscal year of the City, Contractor may elect to waive Processing Allowances or this Contract shall terminate.

**5.03 Materials Processed.** If at any time during the term of this Agreement, City desires to add or remove materials from Processing, the parties shall in good faith negotiate the proposed addition or removal of recyclable materials and any increase or decrease of Processing Allowances.

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## **VI. CONSIDERATION**

**6.01 Percentage of Revenue.** In consideration of City's delivery of Recyclable Materials at no cost to Contractor for subsequent Processing and sale by Contractor, Contractor shall pay City 80% of Net Revenues. Contractor shall receive 20% of Net Revenues. Contractor shall make payment to City one time per month beginning thirty (30) days after the effective date of this agreement. Payment shall be made to City by the 15th of each month. After the 25th of each month, interest shall accrue at the maximum rate allowed by law.

**6.02 Calculation of Revenues for Commingled Recyclables.** Because Commingled Recyclables consist of a variety of different types of recyclable commodities for which market demand and market price vary and because the amount of revenue generated under this agreement is determined by the market price obtained for each commodity, the method for determining the amount of revenue paid for Commingled Recyclable Materials shall be based upon the proportionate share of each individual commodity. In order to determine the appropriate calculation of revenues for Commingled Recyclable Materials, Contractor shall conduct an annual analysis as described in Paragraph 6.03. Based on the results of the analysis, Contractor shall determine the percentage of total tonnage attributable to each commodity provided by City's Recyclables. The percentage of total tonnage attributable to a commodity shall be multiplied times the respective market price for such commodity. The total value of the market price for each commodity shall be added together to determine the total amount of Gross Revenues received by Contractor for Commingled Recyclable Materials.

**6.03 Analysis of Commingled Materials.** Contractor shall determine the percentage of tons of Commingled Materials attributable to each Recyclable Material collected by City. In order to make such determination, Contractor shall sort by individual commodity the materials contained in all City recycling trucks for one day a week for a period of three weeks. After sorting each week, the weight of each commodity shall be documented. At the end of the three-week period, the average weight of the three separate sorts will be used to determine the percentage of total Commingled tonnage attributable to each such commodity for that year.

## **VII. PROCESSING ALLOWANCE INCREASE**

**7.01** There will be no CPI adjustment during the period covered by this interim contract.

## **VIII. TOURS**

Contractor shall provide educational tours to any Plano organization or group on an appointment basis. The City may request tours outside of the normal educational tours and such tours shall be conducted by the Contractor on behalf of the City.

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**IX.**  
**PERFORMANCE BOND**

Contractor shall furnish a performance bond to the City guaranteeing Contractor's faithful performance of the contract. The performance bond shall be in the amount of **TWO MILLION DOLLARS AND NO/100 (\$2,000,000.00)** and shall be valid for the term of this contract. The premium for such bond shall be paid by Contractor. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be duly authorized to issue bonds within the State of Texas and shall provide an original Power of Attorney evidencing the authority of persons signing the bond on behalf of surety. The bond is attached hereto and incorporated herein as Exhibit "A".

**X.**  
**AUDITS AND RECORD KEEPING**

**10.01 Right to Audit.** Audits shall be conducted at the discretion of City. Contractor agrees that City shall, until the expiration of three (3) years after each payment to City under this contract or after termination of this Contract, whichever occurs last, have the right to examine any pertinent books, documents, papers and records of Contractor involving transactions relating to this contract. Contractor agrees that City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Contractor at least seven (7) days advance notice of intended audits. City shall pay costs incurred for the auditing services of a third party and for City staff involved in the audit; however, under no circumstances will City pay any out of pocket expenses incurred by Contractor. All marketing information shall be deemed proprietary and confidential but shall be available to City for audit purposes. Accordingly, unless otherwise required by law or court order, City shall not disclose such information to any third party.

**10.02 Record Keeping.** Contractor shall maintain detailed records and files on the weight of each material processed, its market destination, buyer, price paid, revenue generated and other appropriate information, including any written agreements with brokers or purchasers of the Recyclable Materials. In addition to providing information pursuant to the audit provisions of this agreement, Contractor shall provide proof of transfer of Materials to end markets upon request of City. Upon request, Contractor shall submit to City an annual audit financial statement detailing revenue along with the supporting schedule(s) from which the figures and other information on such statement was derived. All marketing information shall be deemed proprietary and confidential but shall be available to City for audit purposes. Accordingly, unless otherwise required by law or court order, City shall not disclose such information to any third party.

**10.03 Production of Documentation.** Within fourteen business (14) days of City's request for documentation, Contractor shall submit to City all such requested documentation.

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**10.04 Interest.** If as a result of its audit, City determines that Contractor has failed to pay the full amount of money due under the terms of this Contract, Contractor shall pay all such amounts, including interest thereon, in full, within ten (10) days of demand by City. Interest shall accrue at the maximum rate allowed by law and shall begin accruing from the time that such moneys were initially due and payable to City under the terms of this Contract.

## **XI.**

### **PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall comply with all safety rules and policies for the Processing Facility. Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the Facility and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

## **XII.**

### **FORCE MAJEURE/LOSSES FROM NATURAL CAUSES**

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, which directly and substantially affects its ability to perform the obligations of this agreement, then such party shall be excused from performance hereunder for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence. Notwithstanding the foregoing, in the event of a work stoppage or strike which directly and substantially interferes with Contractor's performance under this Contract, Contractor shall take all reasonable steps to continue to provide services as required hereunder during the work stoppage or strike.

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

## **XIII.**

### **INDEMNIFICATION**

**13.01 THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY**

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

13.02 CONTRACTOR AGREES TO RELEASE, DEFEND, INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED BY CONTRACTOR IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN SO DESIRED BY CITY, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. IF CONTRACTOR FAILS TO DO SO TO THE SATISFACTION OF THE CITY, THEN MAY, AT CITY'S OPTION, EITHER PAY DIRECTLY ANY UNPAID BILLS OF WHICH CITY HAS WRITTEN NOTICE OR WITHOLD FROM CONTRACTOR'S UNPAID COMPENSATION A SUM OF MONEY DEEMED REASONABLY SUFFICIENT TO LIQUIDATE ANY AND ALL SUCH LAWFUL CLAIMS UNTIL SATISFACTORY EVIDENCE IS FURNISHED THAT ALL LIABILITIES HAVE BEEN FULLY DISCHARGED, WHEREUPON PAYMENTS TO THE CONTRACTOR SHALL BE RESUMED IN FULL, IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT, BUT IN NO EVENT SHALL THE PROVISIONS OF THIS SENTENCE BE CONSTRUED TO IMPOSE ANY OBLIGATION UPON CITY BY EITHER CONTRACTOR OR ITS SURETY.

13.03 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

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**COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

**XIV.**

**COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and shall indemnify and save harmless City against any claim arising from the violation of any such laws, ordinances and regulations whether by Contractor or Contractor's employees, agents, subcontractors, or other third parties for whom Contractor is legally liable. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to City, Contractor shall bear all costs arising therefrom.

**XV.**

**VENUE**

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

**XVI.**

**ASSIGNMENT AND SUBLETTING**

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

**XVII.**

**INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that he or she 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

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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.

#### **XVIII.**

### **INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance as set forth in Exhibit "B", a copy of which is attached hereto and incorporated herein.

#### **XIX.**

### **AFFIDAVIT OF NO PROHIBITED INTEREST**

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

#### **XX.**

### **SEVERABILITY**

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

#### **XXI.**

### **TERMINATION**

City reserves the right to terminate this Contract pursuant to Paragraph II above or immediately upon breach of any term or provision of this contract by Contractor; or if at any time during the term of this contract, Contractor closes or moves the Processing Facility to a site unacceptable to City and parties fail to successfully renegotiate as provided in Section 4.06, or if Contractor fails to take action as required under Section 4.05, or if Contractor fails to take action to resolve a complaint under section 4.05 after having been directed in writing by City to take action to resolve such complaint; or if, except as expressly authorized under the terms of this Agreement, Contractor fails to transfer Recyclables to end markets, or if Contractor shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this contract, or fail to use an adequate number of personnel or equipment to complete the

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work or fail to perform any of its obligations under this contract, then City shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of a third-party therefor. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work is in excess of the amount that would have been paid to Contractor for such work under the terms of this contract, Contractor shall be liable for and shall reimburse City for such excess.

**XXII.  
ENTIRE AGREEMENT**

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

**XXIII.  
CONTRACT INTERPRETATION**

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

**XXIV.  
SUCCESSORS AND ASSIGNS**

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

**XXV.  
HEADINGS**

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

**XXVI.  
NOTICE**

All notices, communications and reports required or permitted under this Contract, excluding routine reports and correspondence, shall be personally delivered or shall be sent by certified or registered mail, or hand delivered, to the respective representatives for the parties as designated below, unless and until either party is otherwise notified in writing by the other party of a change of address or designee. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

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**CITY OF PLANO:**

City of Plano  
d/b/a Sustainability & Environmental  
Services Dept.  
Attn: Nancy Nevil  
4120 W. Plano Parkway  
Plano, Texas 75093  
(972) 964-4160 (Phone)  
(972) 461-7396 (Fax)

**CONTRACTOR:**

Republic Waste Services, Inc.  
Allied Waste Services

Attn: District Vice President  
Plano Recyclery  
4200 E. 14th Street  
Plano, TX 75074  
(972) 422-2341 (Phone)  
(972) 424-5683 (Fax)

Attn:  
Municipal Marketing Manager  
P. O. Box 1309  
450 E. Cleveland Road  
Hutchins, TX 75141  
(972) 225-0964 (Phone)  
(972) 225-6582 (Fax)

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

**ALLIED WASTE SYSTEMS, INC.  
d/b/a TRINITY WASTE SERVICES**

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

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

APPROVED AS TO FORM:

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

\_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF TEXAS            )  
  )  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2010 by \_\_\_\_\_, \_\_\_\_\_ of **REPUBLIC WASTE SERVICES, INC.**, a [redacted] corporation, on behalf of such corporation.

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

STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2010 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

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

\_\_\_\_\_

**EXHIBIT "B"**  
**Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability; and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability; or ISO Commercial General Liability coverage ("occurrence" Form CG 0001). "Claims made" form is unacceptable except for professional liability.

B. Minimum Limits of Insurance

Contractor shall maintain limits not less than:

Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for a) Premises – Operations; b) Broad Form Contractual Liability; c) Products and Completed Operations; d) Use of Contractors and Subcontractors; e) Personal Injury; f) Broad Form Property Damage; g) Explosion Collapse and Underground (XCU) Coverage (when applicable), Fire Damage, Medical Expense. NOTE: The aggregate loss limit applies to each project.

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insureds" as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insured's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after ten (10) days prior written notice by certified mail, return receipt requested, has been given to the City.

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E. Acceptability of Insurers

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than B:VI, or, A or better by Standard & Poors. This requirement will be waived for workers' compensation coverage only for those Contractors whose workers' compensation coverage is placed with companies who participate in the State of Texas Workers' Compensation Assigned Risk Pool. Professional Liability carriers will need to be approved by the Risk Manager.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/24/10		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): <b>Aimee Storm Ext 7248</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of the AgileMesh networked video surveillance system and maintenance support from AgileMesh, a sole-source provider, in the amount of \$112,950 for use by the Plano Police Department; authorizing the City Manager or his authorized designee to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	112,950	0	<b>112,950</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-112,950	0	<b>-112,950</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    GRANT FUND</b>				
<p><b>COMMENTS:</b> Approval of this item will result in \$112,950 in operating expenses from a 2008 SHSP LEAP Grant in the amount of \$58,000 and a 2008 UASI LEAP Grant in the amount of \$55,000. Funds received from this grant will be used by the City of Plano - Emergency Operations Center / Training Facility to purchase a Mesh-Network Video Surveillance System.</p> <p><b>STRATEGIC PLAN GOAL:</b> Approval of expenses from this grant relates to the City's goal of a "Financially Strong City with Service Excellence."</p>				
<b>SUMMARY OF ITEM</b>				
<p>Approval of this request in the amount of \$112,950 is made for the purchase of the AgileMesh networked video surveillance system. AgileMesh, is the sole-provider of the AgileMesh networked video surveillance system.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				
Resolution				



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

## MEMORANDUM

**DATE:** April 20, 2010  
**TO:** Diane Palmer, Purchasing  
**FROM:** Gregory W. Rushin, Chief of Police  
**SUBJECT:** Name Brand Justification - AgileMesh Video Surveillance System

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The Plano Police Department is requesting your approval to purchase a specific name brand item. We are planning to purchase a mesh-networked video surveillance system. This is an approved project through the 2008 Homeland Security Grant Program to be funded through both the Urban Area Security Initiative (UASI) (\$55,000.00) and the State Homeland Security Grant (SHSP) (\$58,000.00). With the use of the video nodes (cameras), this system can be placed in a linear array, creating concentric, overlapping “bubbles” of connectivity. The strategic placement of video nodes allows for real-time images to be viewed by incident commanders and technicians. This equipment would also be used in a multi-jurisdictional disaster or event where a large perimeter is established around a significant incident scene. Currently, the Dallas Police Department, City of Dallas-Infrastructure, Irving Police Department, Arlington Police Department, City of Addison, Fair Park and the Denton County Emergency Services Department have these AgileMesh systems. These secure and proprietary tactical and mobile wireless AgileMesh systems are not compatible with other available video surveillance systems. The specific item we are requesting approval for is the AgileMesh Video Surveillance System.

The linking of the multiple video nodes would allow Incident Command real time viewing of the progress being made within the inner perimeter. All participants will have a better understanding of spatial relationships, be able to view the progress of working technicians, gather tactical intelligence from afar, and obtain a more complete understanding of the area of operation. This system can also incorporate other camera systems on scene, such as robot cameras, and tie them into the 4.9 megahertz public-safety-only network over which the system transmits. In addition, this system could assist with perimeter security by providing real time surveillance capabilities. Finally, this equipment would be used in regional WMD scenario-based training exercises, with multiple SWAT, EOD, fire, rescue, emergency medical, HAZMAT, and other units and jurisdictions participating. The challenge of maintaining meaningful command and control over many different types of operations with different command chains, while attempting to understand the tactical problems and the ever-changing resolution of those problems can be helped tremendously by real-time, mesh-networked video regardless of where in the Plano Emergency Services response area the incident occurs.

The real advantage AgileMesh offers over their competitors is a “complete solution” that more adequately covers the span of the applications identified by the Plano Police Department. This includes Tactical, Narcotics, special event security, command vehicle viewing, portable command

location viewing, etc. None of the other Rapidly Deployed Video Surveillance System out there offer this many pieces of the system.

- AgileMesh is a mesh networked system that allows signals to “bounce” around a corner. This capability is desirable for incident related deployments, where you want to view a camera placed on the other side of a hostage house from the command/viewing location, for example.
- AgileMesh has front panel controls that allow the frequency to be changed by a non-technical person in a matter of seconds by their front panel controls. Other systems require a technical person on scene to change the frequency that can be time consuming and costly. This is desirable for tactical deployments in case radio frequency interference is encountered. Also, if there is a need to inter-operate with other agencies, this rapid reconfiguration is needed.
- AgileMesh provides various pieces for their system to include a command vehicle piece that can be permanently installed in our command vehicle that receives all of the camera inputs for viewing. AgileMesh’s system will automatically “find” the video sources and automatically route their images to our network. They also have a piece that is wearable by the entry team that can connect to any video source they may have and make it a part of the overall system.
- AgileMesh provides a dual camera addition to the system that gives added capability in a tactical scenario. AgileMesh also provides the user with the ability to view the camera images from multiple viewing locations. This is important if the command location (command vehicle) as well as a field commander wants to view the video simultaneously.

Currently, AgileMesh has pending patents for the following attributes:

- Provides a front panel interface, either in virtual or physical form
- Transmits video signals from either digital or analog camera sources
- Includes front panel displays to aid in their rapid deployment

**A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of the AgileMesh networked video surveillance system and maintenance support from AgileMesh, a sole-source provider, in the amount of \$112,950 for use by the Plano Police Department; authorizing the City Manager or his authorized designee to take such action and execute such documents as necessary to effectuate the purchase; and providing an effective date.**

**WHEREAS**, the Plano Police Department is in need of a secure mesh-networked video surveillance system to respond to emergency incidents including multi-jurisdictional disasters; and

**WHEREAS**, the Plano Police Department must effectively communicate with a number of Dallas-metroplex cities all of which use the AgileMesh network system; and

**WHEREAS**, AgileMesh is the sole-provider of the AgileMesh networked video and surveillance system; and

**WHEREAS**, upon full review and consideration of the proposed purchase and all matters attendant and related thereto, the City Council is of the opinion that the purchase should be approved, and that the City Manager or his designee should be authorized to take such action and execute such documents as necessary to effectuate the purchase.

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

**Section I.** The City Council hereby finds and determines that AgileMesh is the only provider who's system is compatible with the AgileMesh networked video and surveillance system, and thus, the purchase is exempt from competitive bid as provided for in V.T.C.A., Local Government Code, Section 252.022 (a) (7).

**Section II.** The City Manager or his authorized designee is hereby authorized to take such action and execute such documents as necessary to effectuate the purchase of the mesh-networked video surveillance system in the amount of \$112,950 from AgileMesh.

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

**DULY PASSED AND APPROVED** this 24<sup>th</sup> day of May, 2010.

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/24/10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley - 7479</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, nominating Rent-A-Center Texas, L.P. to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(S):				
COMMENTS: This item has no fiscal impact.				
<b>SUMMARY OF ITEM</b>				
Request for Enterprise Project Nomination for job retention benefits.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				
Letter of request				



May 11, 2010

Mr. Phil Dyer  
Mayor  
City of Plano  
1520 Avenue K  
P. O. Box 860358  
Plano, Texas 75086-0358

Re: Request for Enterprise Project Nomination for Job Retention Benefits  
Rent-A-Center, Inc. – Plano, Texas Headquarters

Dear Mayor Dyer:

We are pleased to present the relevant information required by Chapter 2303 of the Government Code for your consideration and nomination of Rent-A-Center, Inc.'s ("Rent-A-Center") facility located in the City of Plano as an Enterprise Project for job retention benefits.

Rent-A-Center was founded in 1986 with headquarters in Plano, Texas, offers name-brand furniture, electronics, appliances and computers through flexible rental purchase agreements that generally allow the customer to obtain ownership of the merchandise at the conclusion of an agreed upon rental period. The company has approximately 19,000 employees at more than 3,000 stores in all 50 U.S. states. The headquarters house all administrative personnel for the company. In 2007, Rent-A-Center built its brand-new corporate headquarters facility located at 5501 Headquarters Drive in Plano, Texas where they currently employ approximately **620 people** with an average annual salary of **over \$70,000**. As the central location for the entire company's administrative functions, the headquarters facility continues to grow as Rent-A-Center expands into new markets.

Recently, Rent-A-Center began a project aimed at reengineering many business processes to improve store operations and overall communication with the headquarters. This project is called "MAPS" or Modernization of Applications, Processes and Systems. The MAPS project involves over **\$20 million** in capital investment in its management and information systems over the next five years to modernize several processes including customer relationship management, data management, invoice matching, and reporting. Additionally, one of the main goals of the MAPS project is to improve communication between the individual stores and the head office, and to centralize the support functions company-wide to the Plano headquarters. As a result of this investment, Rent-A-Center expects to be able to retain the 620 jobs currently at the Plano headquarters with the potential to add new jobs as the new systems become operational.

The level of capital investment described above presents Rent-A-Center with the unique opportunity to seek an Enterprise Project designation from the State of Texas for the retention of its full-time jobs in Plano. Rent-A-Center expects to maintain its existing level of employment, and retain 500 full-time jobs for benefit under the Enterprise Zone Program. These jobs meet the definition of a “retained job” in Texas Government Code § 2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project’s designation period or three years after the expiration date of the claim period for receipt of state benefit. Given this proposed investment, no layoffs or reductions in employment are contemplated at this time.

In order to pursue an Enterprise Project designation from the state for job retention benefits, Rent-A-Center respectfully requests to be nominated by the City of Plano as a Texas Enterprise Project for the June 1, 2010 Application round. The benefit of the Enterprise Project designation to Rent-A-Center would be a refund of the *state portion* (6.25%) of sales and use taxes paid over the course of the five-year designation period. Since the refunds are for the state sales and use tax portion only, there is zero effect on the local sales and use taxes collected by the City of Plano.

Section 2303.406(a)(4)(D) of the Texas Government Code allows a project or activity of a qualified business to be designated an Enterprise Project and receive job retention benefits if the business has clearly demonstrated that “the business is able to employ individuals in accordance with Section 2303.402.” Section 2303.402 of the Texas Government Code states that an Enterprise Project located outside of an Enterprise Zone must hire 35% economically disadvantaged persons or enterprise zone residents, for its new or replacement personnel, over the course of its designation period. Rent-A-Center qualifies for job retention benefits under this statutory provision because Rent-A-Center is an Equal Opportunity Employer, and Rent-A-Center will use a proprietary, voluntary questionnaire to actively track its new-hires to determine their “economically disadvantaged” hiring patterns. Additionally, Rent-A-Center will geo-code its new-hires to identify employees that reside in state Enterprise Zones. The data collected from the questionnaires and geo-coding will be used to establish a best-practices model for hiring employees in accordance with Section 2303.402.

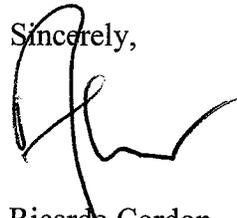
The Plano facility is qualified under Government Code § 2303.404 to receive the enterprise project designation, because (1) it involves “an expansion, renovation, or new construction”; (2) it will be completed within a predetermined period of time not to exceed 5 years; and (3) the company utilizes a cost center based accounting system that allows for tracking of income and expenses related to its Plano operations.

Rent-A-Center supports the Plano community through various contributions and fund raising support for local activities such as the Collin County Children’s Advocacy Center, Children’s Miracle Network, City House, North Texas Food Bank and Plano Community Theatre. Rent-A-Center is also a sponsor of community foundations such as Habitat for Humanity for South

Mayor Phil Dyer  
May 11, 2010  
Page 3 of 3

Collin County and The Jim Utley Foundation, Inc. Rent-A-Center is proud to be a part of the Plano community and will continue to be an active participant, contributor, and corporate citizen.

Rent-A-Center is excited about its Plano headquarters and its planned improvements, and looks forward to working with the Texas Enterprise Zone Program and the City of Plano in the coming years.

Sincerely,  


Ricardo Cordon  
Vice President – Tax  
Rent-A-Center, Inc.

cc: Ms. Elaine Hamm, Plano Economic Development Board  
Mr. Gerard Quinlan, Ryan, Inc.

**A Resolution of the City Council of the City of Plano, Texas, nominating Rent-A-Center Texas, L.P. to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date.**

**WHEREAS**, on October 27, 2008, the City of Plano (the "City") previously passed Ordinance No. 2008-10-22 electing to participate in the Texas Enterprise Zone Program, and the local incentives available under this resolution are the same on this date as were outlined in Ordinance No. 2008-10-22;

**WHEREAS**, the Office of the Governor Economic Development and Tourism (OOGEDT) through the Economic Development Bank (Bank) will consider Rent-A-Center Texas, L.P. as an enterprise project pursuant to a nomination made by the City;

**WHEREAS**, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals;

**WHEREAS**, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Rent-A-Center Texas, L.P. has applied to the City for designation as an enterprise project;

**WHEREAS**, the City finds that Rent-A-Center Texas, L.P. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (a) Rent-A-Center Texas, L.P. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located outside of an enterprise zone and at least thirty-five percent (35.0%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and
- (b) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
- (c) The designation of Rent-A-Center Texas, L.P. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

**WHEREAS**, the City finds that Rent-A-Center Texas, L.P. meets the criteria for tax relief and other incentives adopted by the City and nominates Rent-A-Center Texas, L.P. for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

**WHEREAS**, the City finds that it is in the best interest of the City to nominate Rent-A-Center Texas, L.P. as an enterprise project pursuant to the Act;

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

**SECTION I.** That the findings of the City and its actions approving this resolution taken at the council meeting are hereby approved and adopted.

**SECTION II.** The City finds that Rent-A-Center Texas, L.P. is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

**SECTION III.** The City nominates Rent-A-Center Texas, L.P. to the State of Texas for Enterprise Project status.

**SECTION IV.** The enterprise project shall take effect on June 1, 2010 and terminate on June 1, 2015.

**DULY PASSED AND APPROVED this 24<sup>th</sup> day of May, 2010.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/24/10		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): <b>Alice Snyder X7515</b>				
<b>CAPTION</b>				
A Resolution of the Plano City Council affirming the appointment of a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(S):				
COMMENTS: This item has no fiscal impact.				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				

**A Resolution of the Plano City Council affirming the appointment of a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.**

**WHEREAS**, Chapter 452 of the Texas Transportation Code provides for the appointment of board members to DART; and

**WHEREAS**, the Plano City Council desires to appoint a full DART board member to represent the City of Plano for a term to begin July 1, 2010 and has duly considered candidates.

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

**Section I.** The City of Plano appoints Loretta Ellerbe to serve as the full DART Board Member to represent the City of Plano for the term beginning on July 1, 2010.

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

**DULY PASSED AND APPROVED this the 24th day of May 2010.**

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, City Secretary

APPROVED AS TO FORM:

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/24/10		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): <b>Alice Snyder X7515</b>				
<b>CAPTION</b>				
A Resolution of the Plano City Council affirming the appointment of a shared board member with the Cities of Cockrell Hill, Dallas, and Glenn Heights to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(S):				
COMMENTS: This item has no fiscal impact.				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution				

**A Resolution of the Plano City Council affirming the appointment of a shared board member with the Cities of Cockrell Hill, Dallas, and Glenn Heights to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date.**

**WHEREAS**, Chapter 452 of the Texas Transportation Code provides for the appointment of board members to DART; and

**WHEREAS**, the Plano City Council has duly considered candidates for the fractional allocation for a shared member with the Cities of Cockrell Hill, Dallas, and Glenn Heights.

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

**Section I.** The City of Plano concurs with the Cities of Cockrell Hill, Dallas, and Glenn Heights on the selection of Faye Moses Wilkins as the shared DART Board Member. Such term shall begin on July 1, 2010, and this appointment shall make use of Plano's additional fractional allocation for a board member, subsequent to a previous agreement with the named cities.

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

**DULY PASSED AND APPROVED this the 24th day of May 2010.**

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

ATTEST:

\_\_\_\_\_  
Diane Zucco, City Secretary

APPROVED AS TO FORM:

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



## CITY OF PLANO COUNCIL AGENDA ITEM

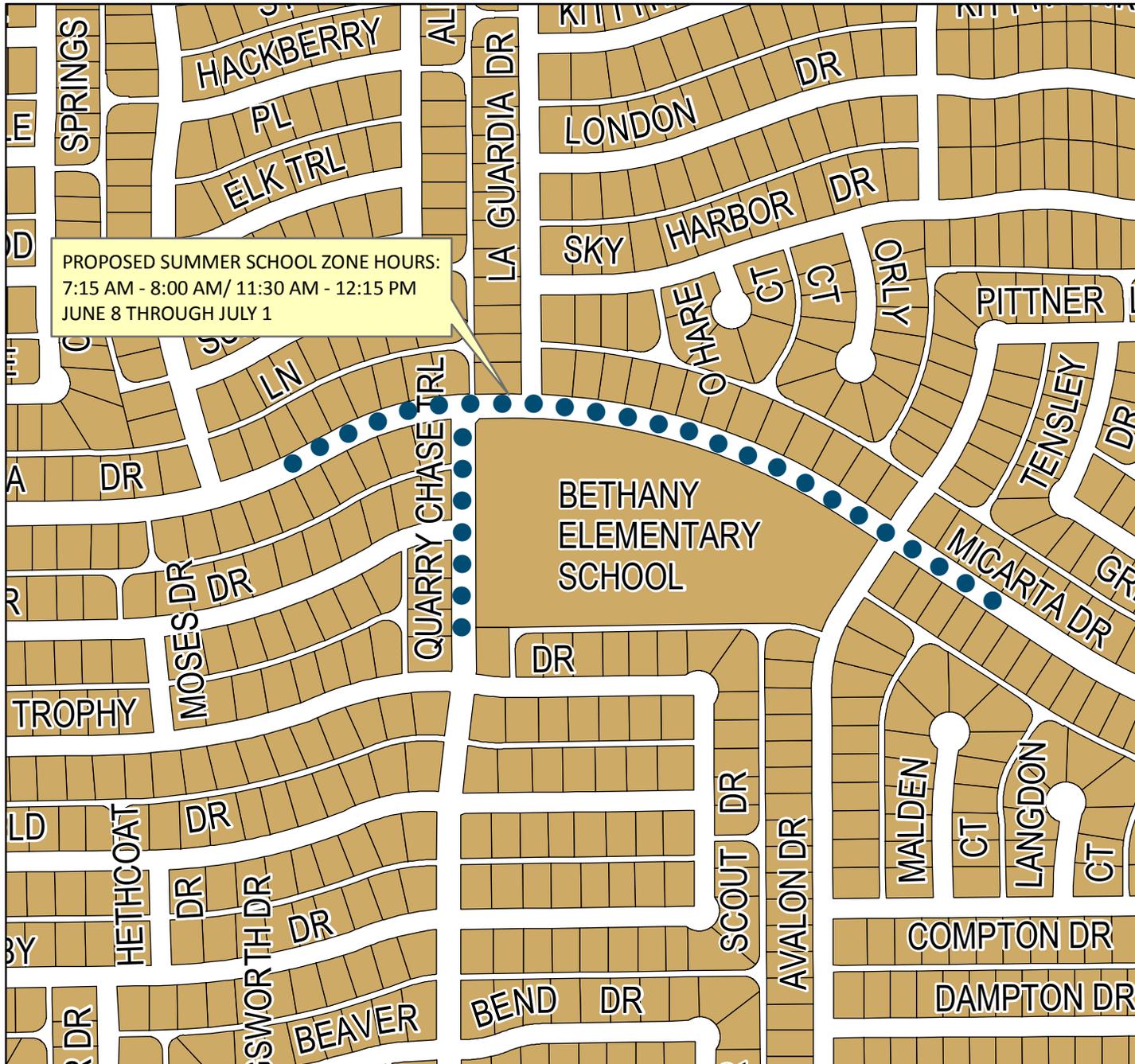
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/24/10		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #): <b>Irene Pegues (X-7152)</b>				
<b>CAPTION</b>				
An Ordinance of the City Of Plano, Texas amending Section 12-73.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; to enact school zones for summer school sessions; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2009-10	Prior Year (CIP Only)	Current Year	Future Years
		0	224,962	0
		0	-173,177	0
		0	-12,611	0
		0	39,174	0
BALANCE		0	39,174	0
FUND(S): <b>GENERAL FUND</b>				
<b>COMMENTS:</b> Funds are available within the 2009-10 Signs and Markings/Sign Shop budget for the maintenance, repair and replacement of street signs and markings.				
<b>STRATEGIC PLAN GOAL:</b> The updating of School Zone street signs as required by changes to the School Zone Ordinance relates to the City's Goal of "Safe Large City" and "Partnering for Community Benefit".				
<b>SUMMARY OF ITEM</b>				
The Plano Independent School District (PISD) has requested the implementation of school speed zones on city streets adjacent to 16 school campuses that will be open for summer school sessions commencing in June, 2010. Because summer school sessions operate on different calendars and different operating times than the regular school year, the City Council adopted Section 12-73.1 Same – Specific Zones – Summer School on April 27, 2009. This section is school and zone specific, and requires annual updates as the PISD selects schools and dates to be used for summer school sessions. The Transportation Engineering Division supports the adoption of this ordinance amending Section 12-73.1 for the 2010 summer school sessions. If Council approves this ordinance establishing "Summer School" zones, all of the school zone signs for each affected school will have to be modified. The sign shop has estimated the cost of fabricating and installing 197 signs to be about \$12,611, which will have to be absorbed in their budget.				
List of Supporting Documents			Other Departments, Boards, Commissions or Agencies	
Maps			N/A	

**Summer School Zone Locations**

\* Click on a street name to go to a corresponding map.

No.	Street Name	Map
1	17 <sup>TH</sup> Street	Williams High
2	18 <sup>th</sup> Street (1)	Mendenhall Elementary
3	18 <sup>th</sup> Street (2)	Williams High
4	19 <sup>th</sup> Street	Mendenhall Elementary
5	Archgate Drive	Gulledge Elementary & Robinson Middle
6	Baffin Bay Drive	Harrington Elementary
7	Coldwater Creek Drive	Hickey Elementary
8	Country Place Drive (1)	Harrington Elementary
9	Country Place Drive (2)	Christie Elementary & Carpenter Middle
10	Cross Bend Road	Christie Elementary & Carpenter Middle
11	Denham Way	Gulledge Elementary & Robinson Middle
12	Emerson Drive	Daffron Elementary
13	Field Cove Drive	Christie Elementary & Carpenter Middle
14	Harrington Drive	Harrington Elementary
15	Jupiter Road	Bowman Middle
16	Laurel Lane	Bowman Middle
17	Legacy Drive	Gulledge Elementary & Robinson Middle
18	Lorimar Drive	Daffron Elementary
19	Maumelle Drive	Carlisle Elementary & Schimelpfenig Middle
20	Micarta Drive	Bethany Elementary
21	Mollimar Drive	Weatherford Elementary
22	N Avenue	Mendenhall Elementary
23	Old Orchard Drive	Carlisle Elementary & Schimelpfenig Middle
24	Oxbow Creek Lane	Hickey Elementary
25	P Avenue	Williams High
26	Park Boulevard	Bowman Middle
27	Plano Parkway	Shepton High
28	Preston Meadow Drive (1)	Gulledge Elementary & Robinson Middle
29	Preston Meadow Drive (2)	Daffron Elementary
30	Quarry Chase Drive	Bethany Elementary
31	R Avenue	Bowman Middle
32	Rainier Road	Christie Elementary & Carpenter Middle
33	Regal Road	Weatherford Elementary
34	Roundrock Trail	Carlisle Elementary & Schimelpfenig Middle
35	San Gabriel Drive	Dooley Elementary
36	Shinnery Oak Drive	Dooley Elementary
37	Silverwood Lane	Weatherford Elementary

# BETHANY ELEMENTARY SCHOOL



**PROPOSED  
SUMMER  
SCHOOL  
ZONES:**

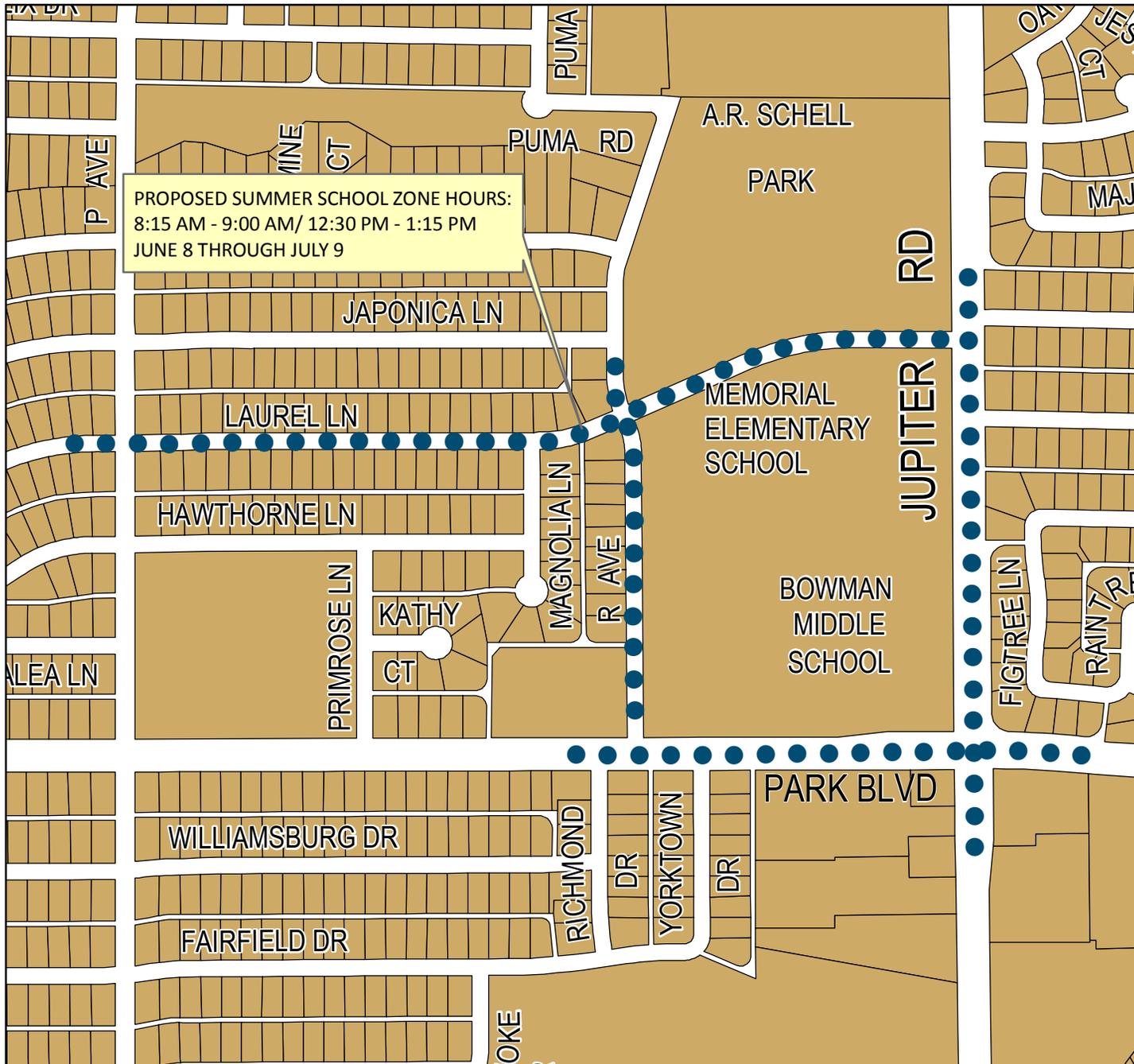
**MICARTA DRIVE  
QUARRY CHASE TRAIL**

**APRIL 2010**



**Transportation Engineering Division**

# BOWMAN MIDDLE SCHOOL



## PROPOSED SUMMER SCHOOL ZONES:

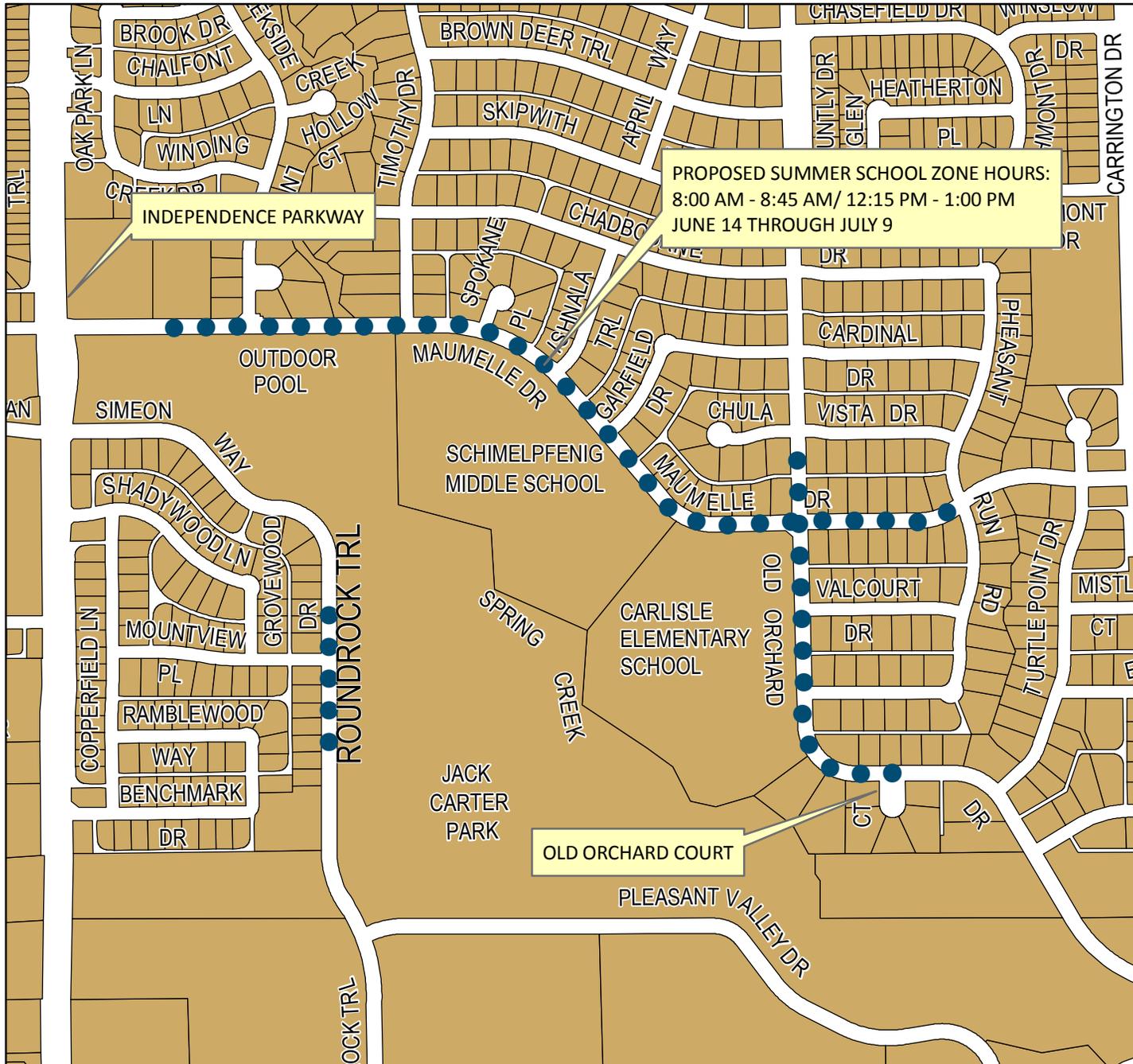
JUPITER ROAD  
LAUREL LANE  
PARK BOULEVARD  
R AVENUE

APRIL 2010



Transportation Engineering Division

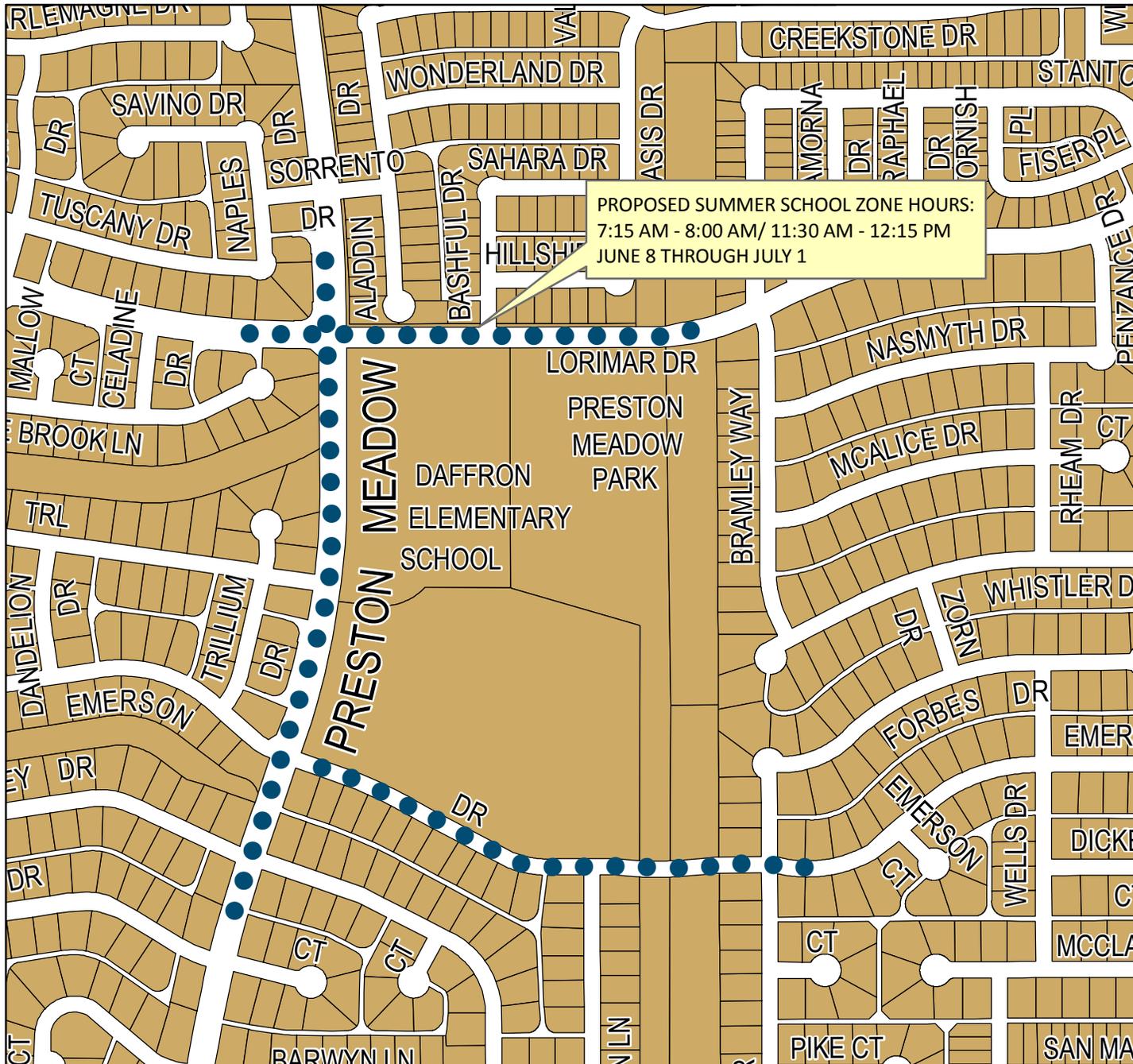
# CARLISLE ELEMENTARY & SCHIMELPFENIG MIDDLE SCHOOLS



Transportation Engineering Division



# DAFFRON ELEMENTARY SCHOOL



## PROPOSED SUMMER SCHOOL ZONES:

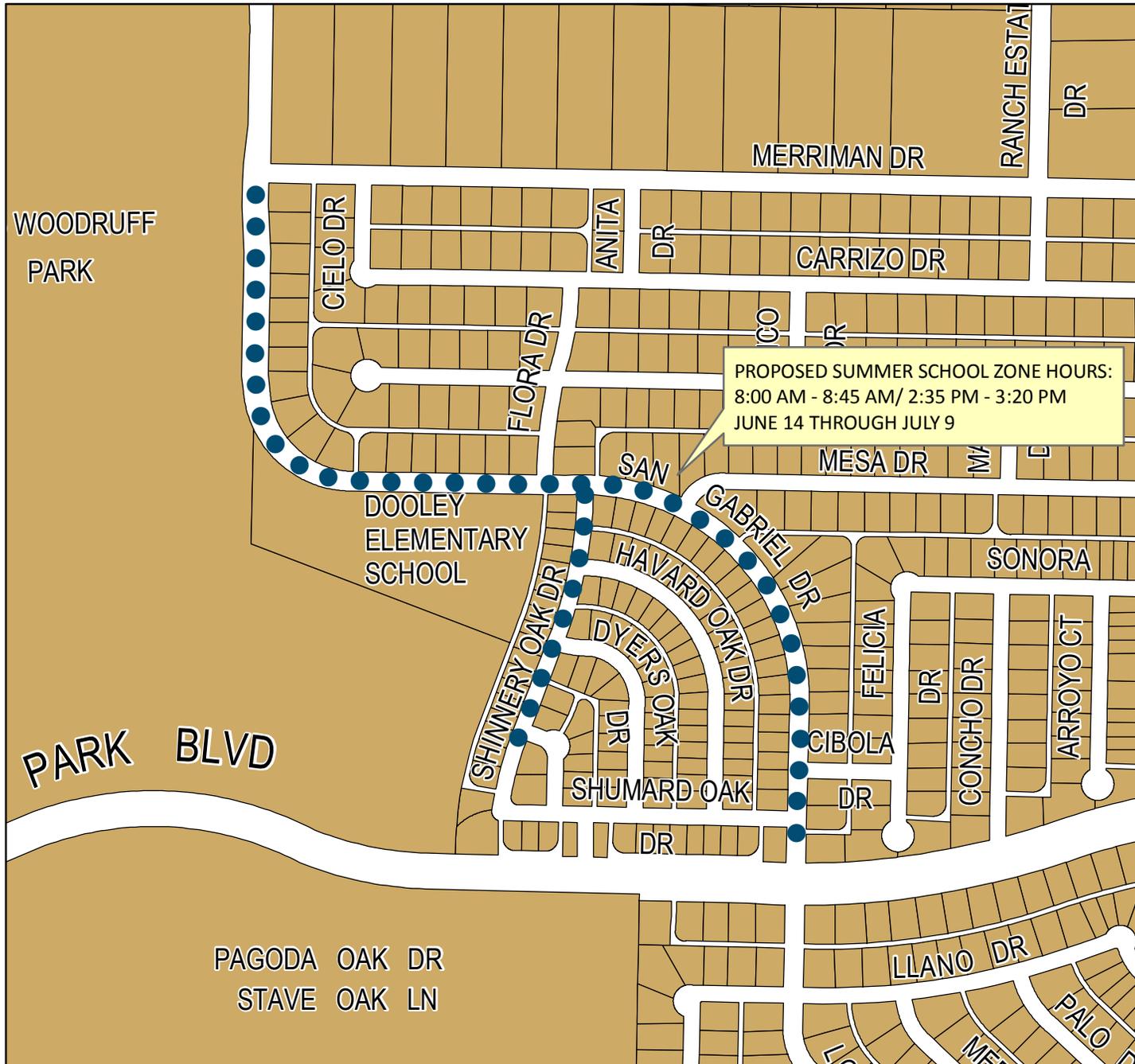
EMERSON DRIVE  
LORIMAR DRIVE  
PRESTON MEADOW DRIVE

APRIL 2010



Transportation Engineering Division

# DOOLEY ELEMENTARY SCHOOL



## PROPOSED SUMMER SCHOOL ZONES:

SAN GABRIEL DRIVE  
SHINNERY OAK DRIVE

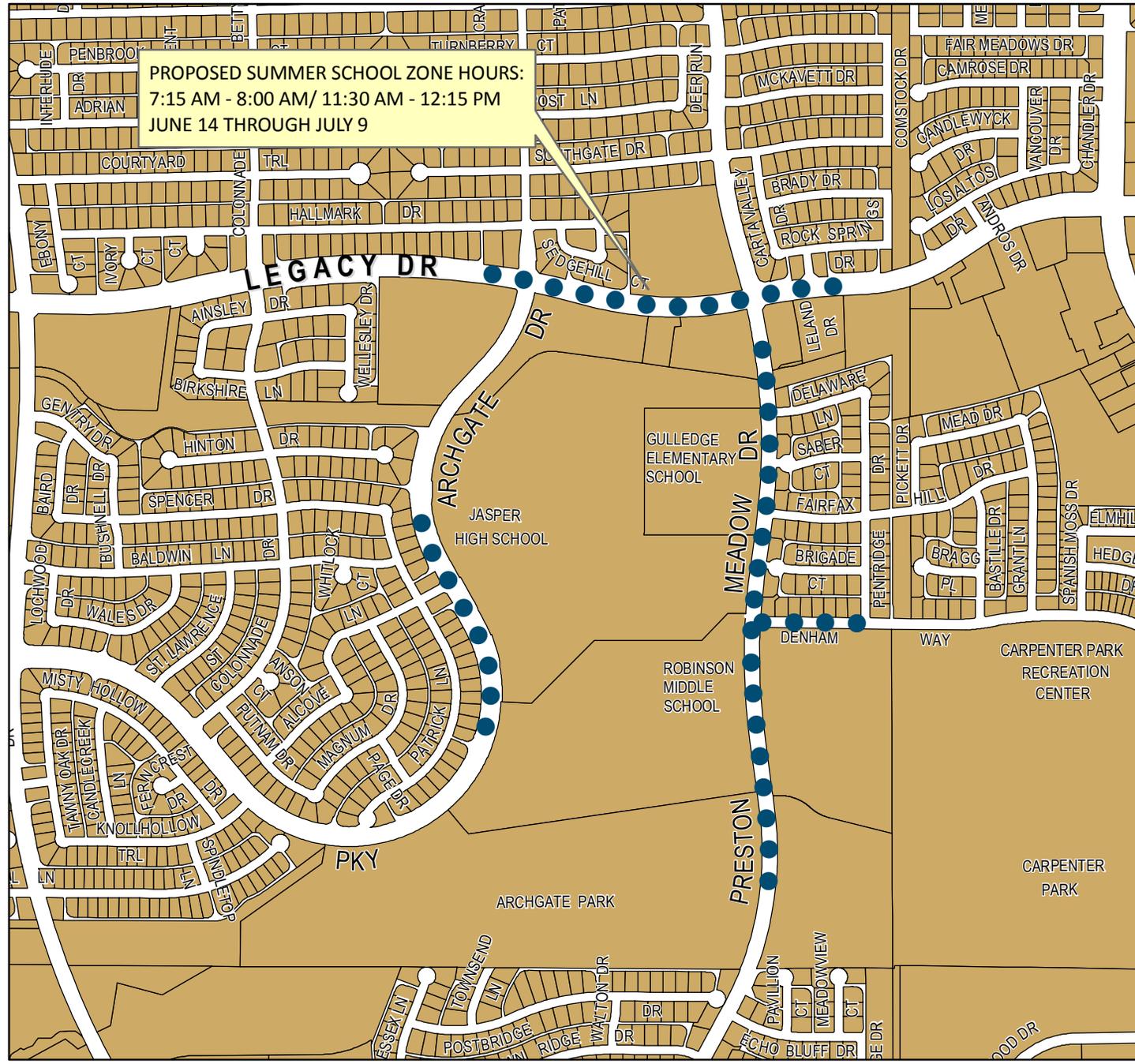
APRIL 2010



Transportation Engineering Division

# GULLEDGE ELEMENTARY & ROBINSON MIDDLE SCHOOLS

PROPOSED SUMMER SCHOOL ZONE HOURS:  
 7:15 AM - 8:00 AM / 11:30 AM - 12:15 PM  
 JUNE 14 THROUGH JULY 9



## PROPOSED SUMMER SCHOOL ZONES:

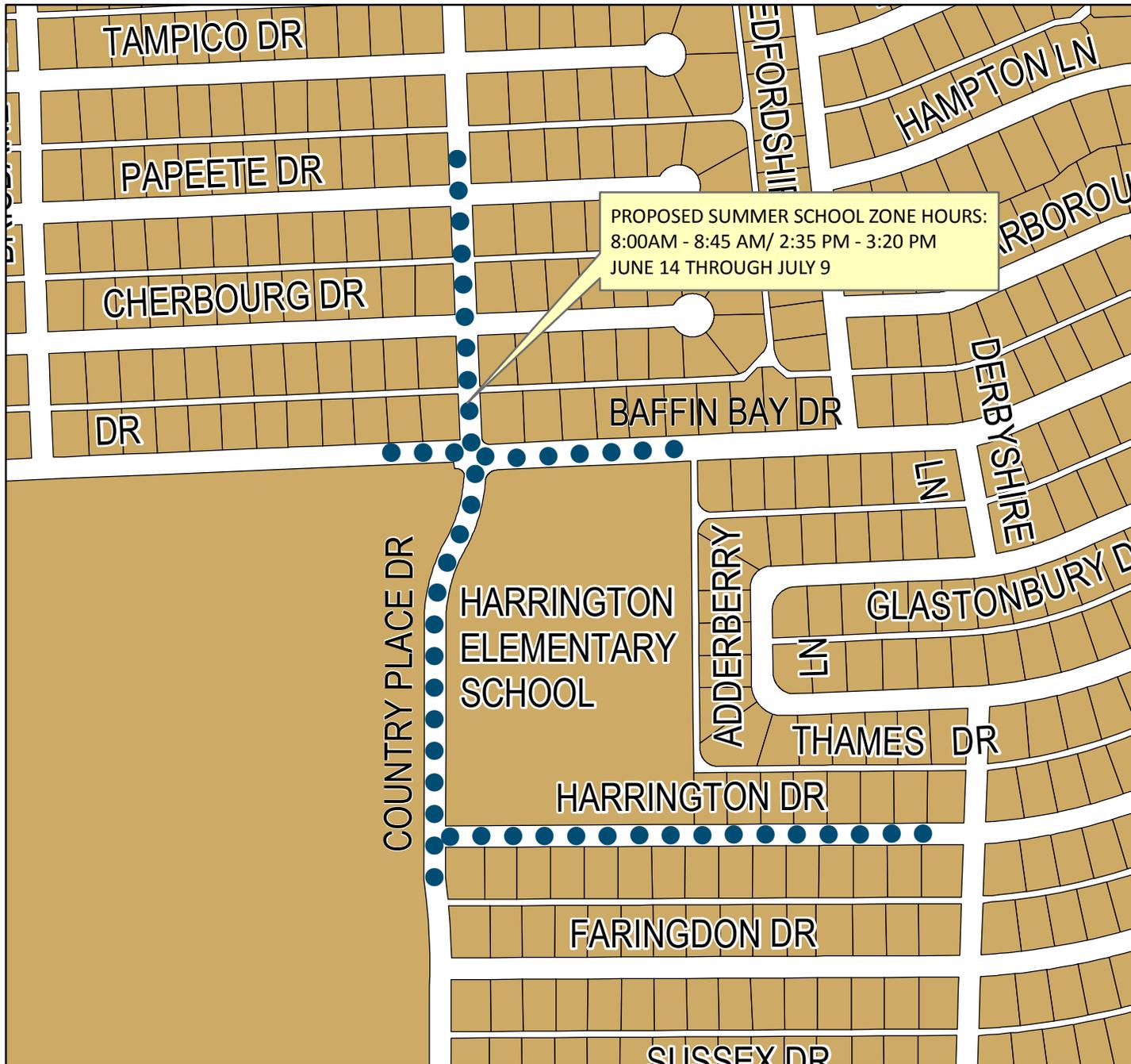
- ARCHGATE DRIVE
- DENHAM WAY
- LEGACY DRIVE
- PRESTON MEADOW DRIVE

APRIL 2010



Transportation Engineering Division

# HARRINGTON ELEMENTARY SCHOOL



**PROPOSED  
SUMMER  
SCHOOL  
ZONES:**

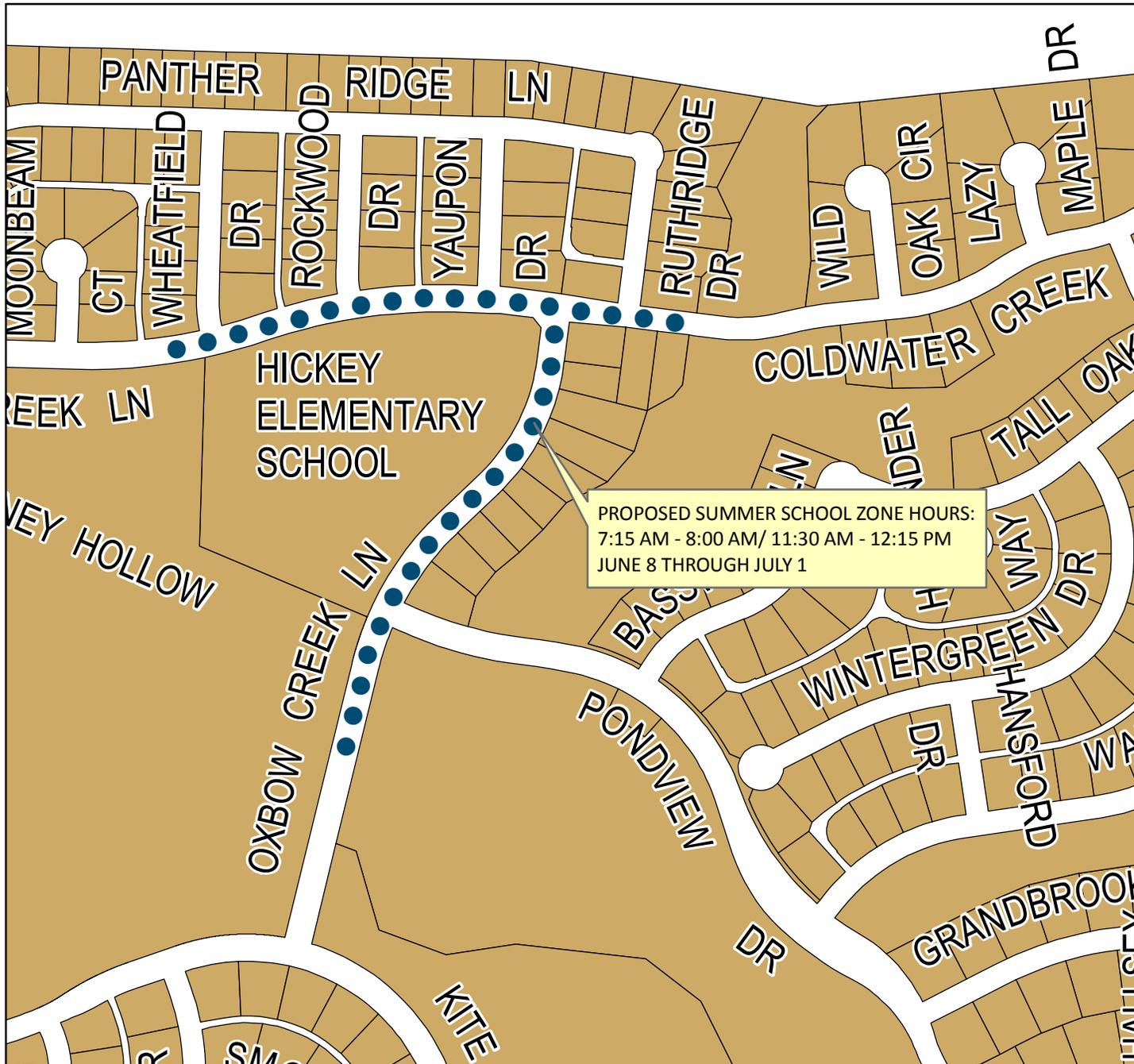
**BAFFIN BAY DRIVE  
COUNTRY PLACE DRIVE  
HARRINGTON DRIVE**

**APRIL 2010**



**Transportation Engineering Division**

# HICKEY ELEMENTARY SCHOOL



**PROPOSED  
SUMMER  
SCHOOL  
ZONES:**

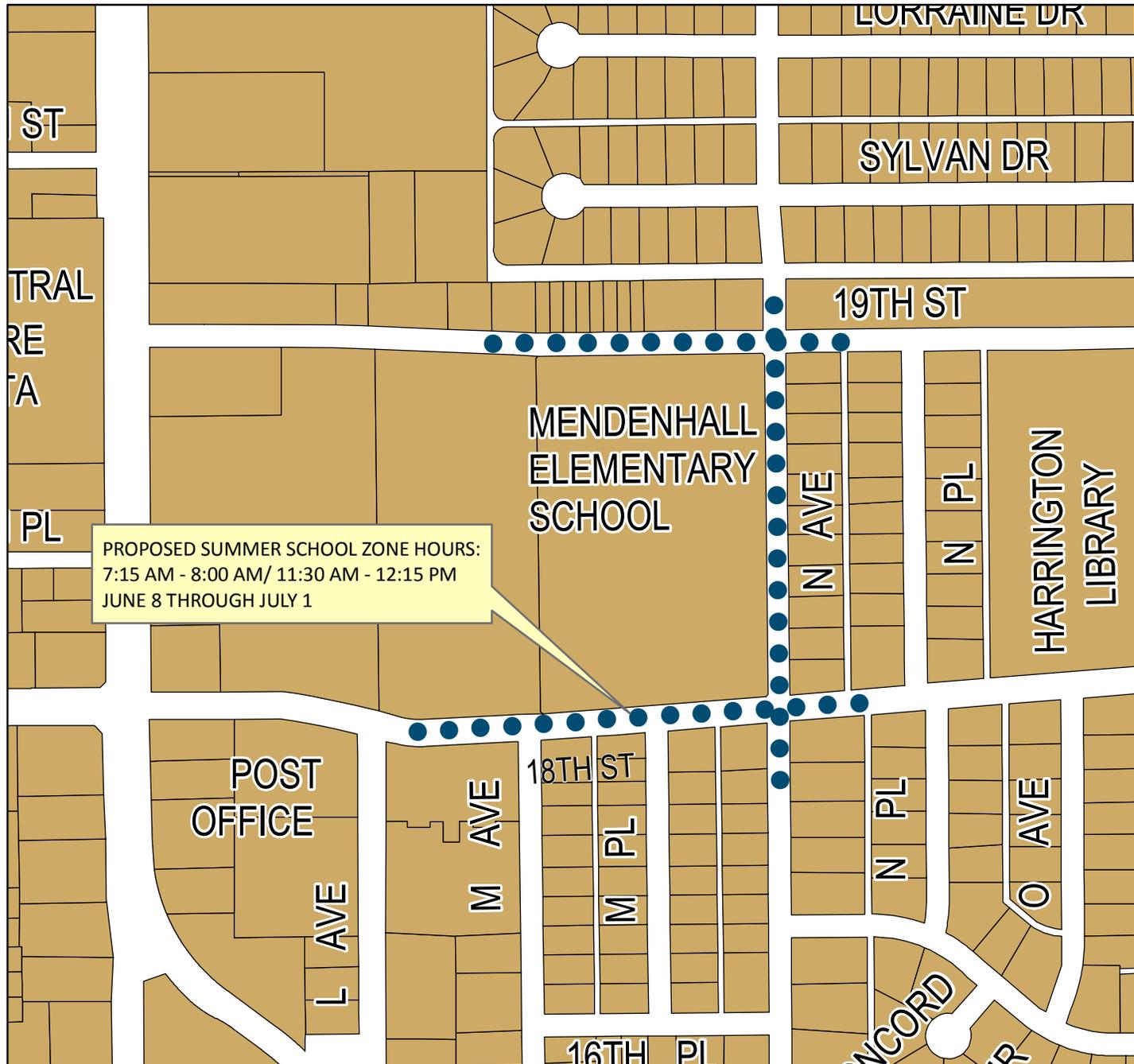
**COLDWATER CREEK LANE  
OXBOW CREEK LANE**

**APRIL 2010**



**Transportation Engineering Division**

# MENDENHALL ELEMENTARY SCHOOL



PROPOSED SUMMER SCHOOL ZONE HOURS:  
7:15 AM - 8:00 AM / 11:30 AM - 12:15 PM  
JUNE 8 THROUGH JULY 1

**PROPOSED  
SUMMER  
SCHOOL  
ZONES:**

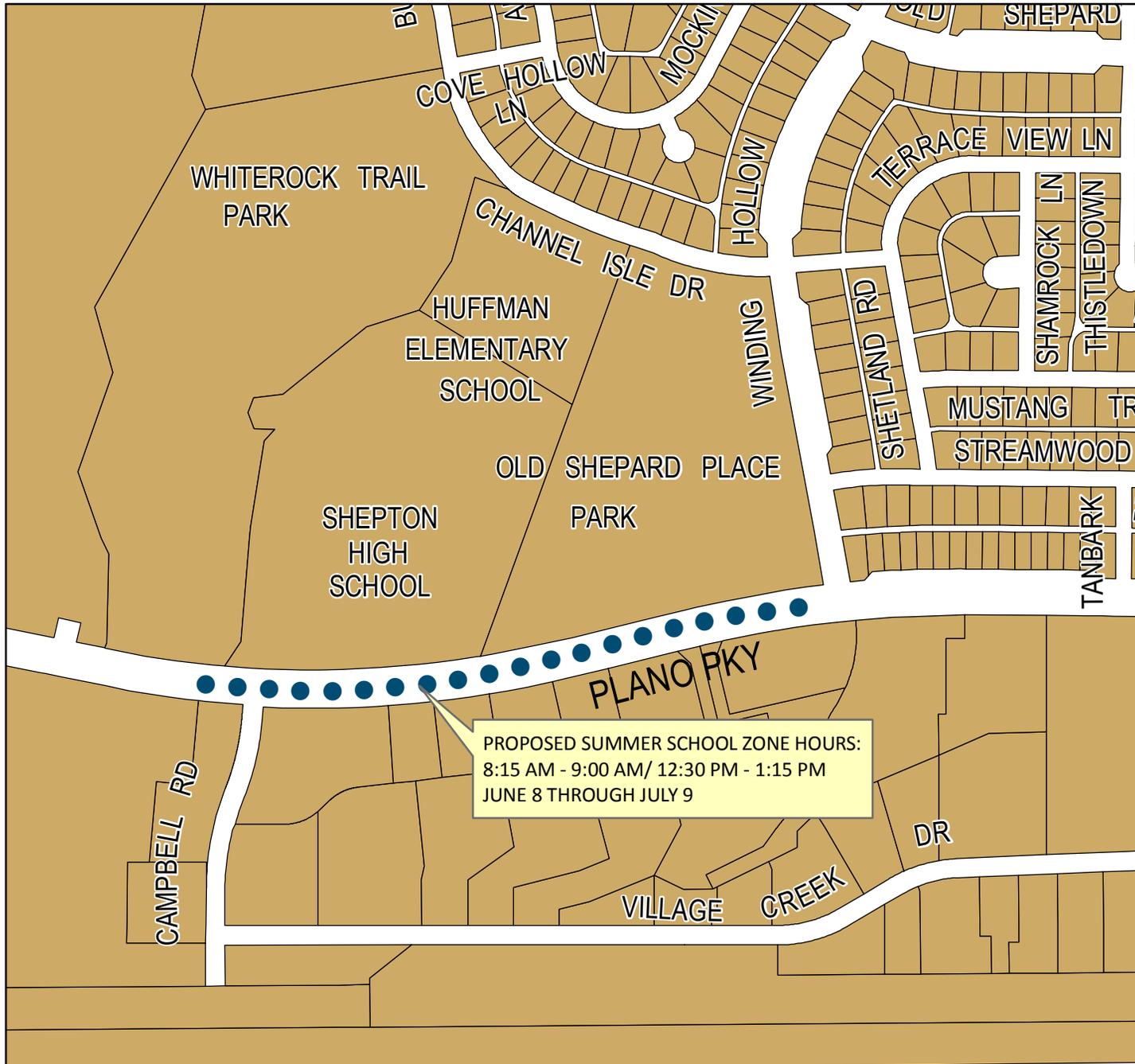
18TH STREET  
19TH STREET  
N AVENUE

APRIL 2010



Transportation Engineering Division

# SHEPTON HIGH SCHOOL



**PROPOSED  
SUMMER  
SCHOOL  
ZONE:**

**PLANO PARKWAY**

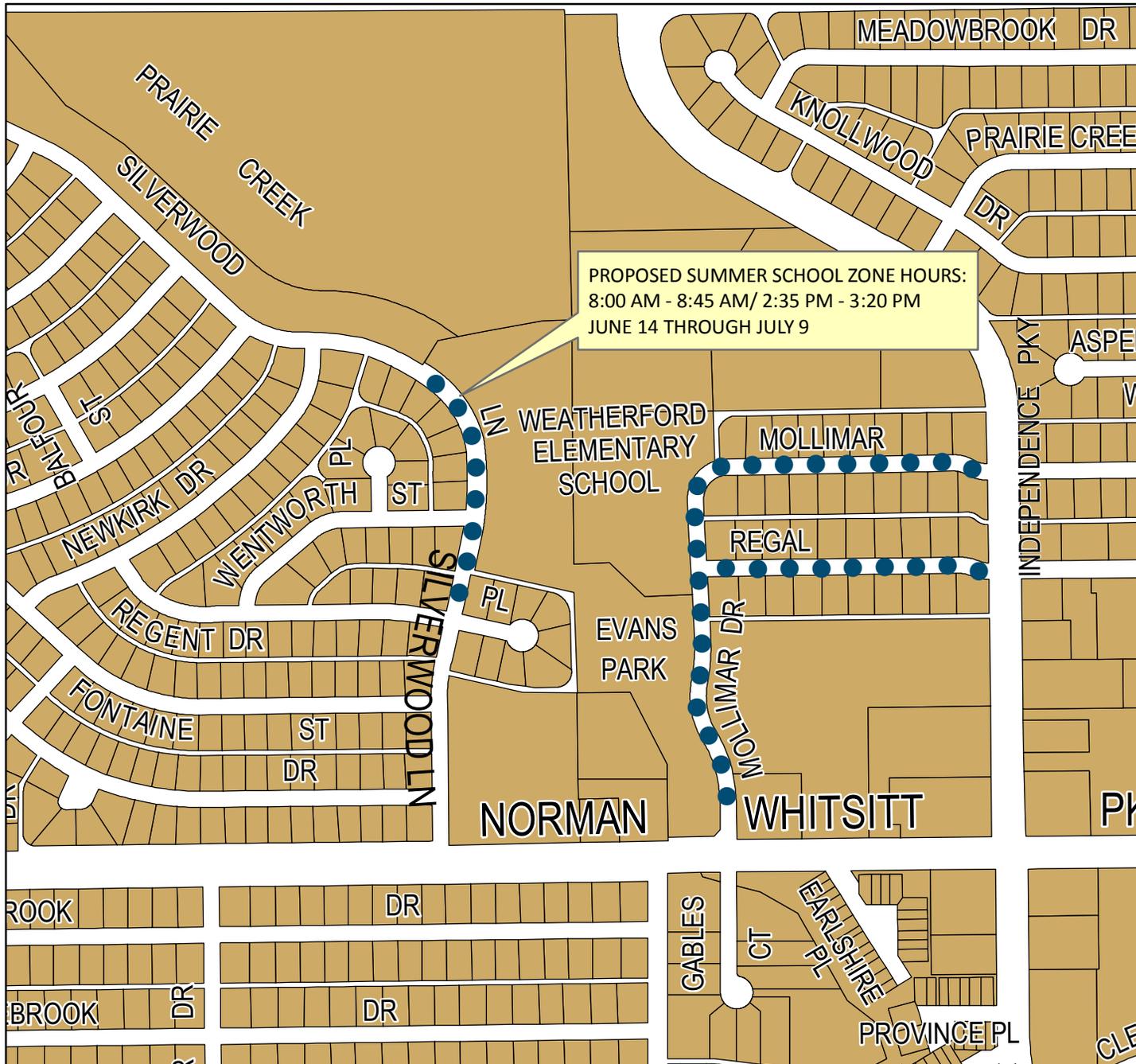
**APRIL 2010**

PROPOSED SUMMER SCHOOL ZONE HOURS:  
8:15 AM - 9:00 AM/ 12:30 PM - 1:15 PM  
JUNE 8 THROUGH JULY 9



**Transportation Engineering Division**

# WEATHERFORD ELEMENTARY SCHOOL



PROPOSED SUMMER SCHOOL ZONE HOURS:  
8:00 AM - 8:45 AM / 2:35 PM - 3:20 PM  
JUNE 14 THROUGH JULY 9

## PROPOSED SUMMER SCHOOL ZONES:

MOLLIMAR DRIVE  
REGAL ROAD  
SILVERWOOD LANE

APRIL 2010



Transportation Engineering Division

# WILLIAMS HIGH SCHOOL



**PROPOSED  
SUMMER  
SCHOOL  
ZONES:**

**17TH STREET  
18TH STREET  
P AVENUE**

**APRIL 2010**

PROPOSED SUMMER SCHOOL ZONE HOURS:  
8:15 AM - 9:00 AM/ 12:30 PM - 1:15 PM  
JUNE 8 THROUGH JULY 9



**Transportation Engineering Division**

**An Ordinance of the City of Plano, Texas amending Section 12-73.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; to enact school zones for summer school sessions; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.**

**WHEREAS**, both the Plano Independent School District (PISD) and the Frisco Independent School District (FISD) have schools within the City of Plano;

**WHEREAS**, the PISD opens certain school campuses after the end of the regular school year for summer school sessions;

**WHEREAS**, the school zones listed in Section 12-73.1 for summer school change from year to year as the schools used for summer school change from year to year;

**WHEREAS**, an amended Section 12-73.1 is necessary to provide for a listing of the school zones and effective times applicable during the 2010 summer school sessions;

**WHEREAS**, the City Council of the City of Plano finds it is necessary and in the best interest of the City and its citizens to enact school zones at and near schools open for summer school within the City of Plano; and

**WHEREAS**, the City Council hereby finds that Section 12-73.1 should be amended.

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

**Section I.** Section 12-73.1 of Article IV, Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas, is hereby amended by the repeal of the following Subsection:

“(d) *School zones designated.* The following designated locations and areas are declared to be school zones and the prima facie maximum speed limit for all motor vehicles operated within such locations and areas on school days shall be twenty (20) miles per hour during the designated time periods. Such school zones are designed to serve a public institution of elementary or secondary education.

*15th Street:*

- (1) Between a point two hundred (200) feet east of Highedge Drive and a point two hundred (200) feet west of Mill Valley Drive on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/2/2009)

*17th Street:*

- (1) Between a point one hundred seventy-five (175) feet west of R Avenue and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/10/2009)

*18th Street:*

- (1) Between a point two hundred (200) feet east of N Avenue and a point two hundred twenty-five (225) feet west of M Avenue on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)
- (2) Between a point six hundred (600) feet east of Red Bud Lane and a point two hundred (200) feet west of P Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/10/2009)

*19th Street:*

- (1) Between a point six hundred fifty (650) feet east of K Avenue and a point one hundred fifty (150) feet east of N Avenue on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*Archgate Drive:*

- (1) Between a point one thousand two hundred fifty (1,250) feet south of Alcove Lane and a point two hundred seventy-five (275) feet north of Alcove Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/15/2009 to 7/10/2009)

*Baffin Bay Drive:*

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point four hundred seventy-five (475) feet east of Country Place Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/15/2009 to 7/10/2009)

*Cloverhaven Way:*

- (1) Between a point one hundred twenty-five (125) feet south of Danbury Lane and a point one hundred (100) feet south of Mosswood Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*Country Place Drive:*

- (1) Between a point one hundred (100) feet north of Papeete Drive and a point one hundred fifty (150) feet north of Faringdon Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/15/2009 to 7/10/2009)
- (2) Between Lake Shore Lane and a point two hundred (200) feet south of Tree House Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2009 to 7/10/2009)

*Cross Bend Road:*

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point three hundred (300) feet east of Rainier Road on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2009 to 7/10/2009)

*Custer Road:*

- (1) Between a point one hundred seventy-five (175) feet south of Westridge Drive and a point one hundred twenty-five (125) feet north of Glenclyff Drive on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/10/2009)

*Denham Way:*

- (1) Between Preston Meadow Drive and a point one hundred (100) feet east of Pentridge Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/15/2009 to 7/10/2009)

*Emerson Drive:*

- (1) Between Preston Meadow Drive and Virginia Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*Legacy Drive:*

- (1) Between a point two hundred fifty (250) feet east of Preston Meadow Drive and a point three hundred (300) feet west of Archgate Drive on school days between 7:15 a.m. and 9:00 a.m. and between 11:30 a.m. and 1:15 p.m. (6/9/2009 to 7/10/2009)

*Lorimar Drive:*

- (1) Between a point one hundred twenty-five (125) feet west of Bramley Way and a point two hundred (200) feet west of Preston Meadow Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*Marsalis Lane:*

- (1) Between Cloverhaven Way and a point one hundred (100) feet east of Norwood Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*Maumelle Drive:*

- (1) Between Pheasant Run Road and a point four hundred fifty (450) feet east of Independence Parkway on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2009 to 7/10/2009)

*Mill Valley Drive:*

- (1) Between Clear Springs Drive and 15th Street on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/2/2009)

*Mollimar Drive:*

- (1) Between Independence Parkway and 15th Street on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/15/2009 to 7/10/2009)

*Mosswood Drive:*

- (1) Between Cloverhaven Way and a point one hundred (100) feet east of Norwood Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*Field Cove Drive:*

- (1) Between Rainier Road and Hatherly Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2009 to 7/10/2009)

*Glenclyff Drive:*

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/10/2009)

*Grandview Drive:*

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/10/2009)

*Harrington Drive:*

- (1) Between a point one hundred seventy-five (175) feet east of Country Place Drive and a point one hundred (100) feet west of Ravenglass Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/15/2009 to 7/10/2009)

*Highedge Drive:*

- (1) Between Bluffton Drive and 15th Street on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/2/2009)

*Jupiter Road:*

- (1) Between a point four hundred (400) feet south of Royal Oaks Drive and a point two hundred seventy-five (275) feet south of Park Boulevard on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/2/2009)

*Laurel Lane:*

- (1) Between Jupiter Road and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/2/2009)

*N Avenue:*

- (1) Between a point one hundred seventy-five (175) feet north of 19th Street and a point two hundred (200) feet south of 18th Street on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*Old Orchard Drive:*

- (1) Between Old Orchard Court and a point two hundred (200) feet north of Maumelle Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2009 to 7/10/2009)

*P Avenue:*

- (1) Between a point one hundred seventy-five (175) feet south of 17th Street and a point four hundred twenty-five (425) feet north of 18th Street on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/10/2009)

*Park Boulevard:*

- (1) Between a point one hundred seventy-five (175) feet east of Jupiter Road and a point one hundred seventy-five (175) feet west of R Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/2/2009)

*Parkhaven Drive:*

- (1) Between a point two hundred fifty (250) feet west of Independence Parkway and a point one hundred seventy-five (175) feet east of Stone Creek Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*Pinehurst Drive:*

- (1) Between Parkhaven Drive and a point one hundred seventy-five (175) feet east of Lakeview Trail on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*Plano Parkway:*

- (1) Between a point two hundred fifty (250) feet west of Campbell Road and a point four hundred twenty-five (425) feet west of Winding Hollow Lane on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/2/2009)

*Preston Meadow Drive:*

- (1) Between a point two hundred seventy-five (275) feet south of Legacy Drive and a point one thousand three hundred ten (1,310) feet south of Denham Way on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/15/2009 to 7/10/2009)
- (2) Between a point two hundred twenty-five (225) feet north of Lorimar Drive and a point two hundred (200) feet south of Bentley Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*R Avenue:*

- (1) Between Park Boulevard and a point one hundred seventy-five (175) feet north of Laurel Lane on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/2/2009)

*Rainier Road:*

- (1) Between a point one hundred seventy-five (175) feet north of Field Cove Drive and a point one hundred fifty (150) feet south of Pioneer Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2009 to 7/10/2009)

*Regal Road:*

- (1) Between Mollimar Drive and Independence Parkway on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/15/2009 to 7/10/2009)

*Roundrock Trail:*

- (1) Between a point three hundred (300) feet north of Mountview Place and a point three hundred twenty-five (325) feet south of Mountview Place on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/15/2009 to 7/10/2009)
- (2) Between a point two hundred fifty (250) feet north of Teakwood Lane and a point three hundred seventy-five (375) feet north of Russwood Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*San Gabriel Drive:*

- (1) Between Park Boulevard and a point fifty (50) feet south of Merriman Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/15/2009 to 7/10/2009)

*Shinnery Oak Drive:*

- (1) Between San Gabriel Drive and a point seventy-five (75) feet south of Pagoda Oak Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/15/2009 to 7/10/2009)

*Silverwood Lane:*

- (1) Between a point seventy-five (75) feet north of Regent Drive and a point three hundred twenty-five (325) feet south of Newkirk Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/15/2009 to 7/10/2009)

*Teakwood Lane:*

- (1) Between a point one hundred seventy-five (175) feet east of Roundrock Trail and a point one hundred twenty-five (125) feet west of Roundrock Trail on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/9/2009 to 7/2/2009)

*Wilson Drive:*

- (1) Between Glenclyff Drive and a point one hundred fifty (150) feet south of Grandview Drive on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2009 to 7/10/2009)"

**Section II.** Section 12-73.1 of Article IV, Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas, is hereby amended by the addition of the following Subsection entitled and to read as follows:

“(d) *School zones designated.* The following designated locations and areas are declared to be school zones and the prima facie maximum speed limit for all motor vehicles operated within such locations and areas on school days shall be twenty (20) miles per hour during the designated time periods. Such school zones are designed to serve a public institution of elementary or secondary education.

*17th Street:*

- (1) Between a point one hundred seventy-five (175) feet west of R Avenue and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

*18th Street:*

- (1) Between a point two hundred (200) feet east of N Avenue and a point two hundred twenty-five (225) feet west of M Avenue on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)
- (2) Between a point six hundred (600) feet east of Red Bud Lane and a point two hundred (200) feet west of P Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

*19th Street:*

- (1) Between a point six hundred fifty (650) feet east of K Avenue and a point one hundred fifty (150) feet east of N Avenue on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

*Archgate Drive:*

- (1) Between a point one thousand two hundred fifty (1,250) feet south of Alcove Lane and a point two hundred seventy-five (275) feet north of Alcove Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/14/2010 to 7/9/2010)

*Baffin Bay Drive:*

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point four hundred seventy-five (475) feet east of Country Place Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

*Coldwater Creek Lane:*

- (1) Between a point seventy-five (75) feet west of Wheatfield Drive and a point one hundred seventy-five (175) feet east of Ruthridge Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

*Country Place Drive:*

- (1) Between a point one hundred (100) feet north of Papeete Drive and a point one hundred fifty (150) feet north of Faringdon Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)
- (2) Between Lake Shore Lane and a point two hundred (200) feet south of Tree House Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

*Cross Bend Road:*

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point three hundred (300) feet east of Rainier Road on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

*Denham Way:*

- (1) Between Preston Meadow Drive and a point one hundred (100) feet east of Pentridge Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/14/2010 to 7/9/2010)

*Emerson Drive:*

- (1) Between Preston Meadow Drive and Virginia Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

*Field Cove Drive:*

- (1) Between Rainier Road and Hatherly Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

*Harrington Drive:*

- (1) Between a point one hundred seventy-five (175) feet east of Country Place Drive and a point one hundred (100) feet west of Ravenglass Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

*Jupiter Road:*

- (1) Between a point four hundred (400) feet south of Royal Oaks Drive and a point two hundred seventy-five (275) feet south of Park Boulevard on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

*Laurel Lane:*

- (1) Between Jupiter Road and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

*Legacy Drive*

- (1) Between a point two hundred fifty (250) feet east of Preston Meadow Drive and a point three hundred (300) feet west of Archgate Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/14/2010 to 7/9/2010)

*Lorimar Drive:*

- (1) Between a point one hundred twenty-five (125) feet west of Bramley Way and a point two hundred (200) feet west of Preston Meadow Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

*Maumelle Drive:*

- (1) Between Pheasant Run Road and a point four hundred fifty (450) feet east of Independence Parkway on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

*Micarta Drive:*

- (1) Between a point three hundred (300) feet west of Avalon Drive and a point four hundred fifty (450) feet west of Quarry Chase Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

*Mollimar Drive:*

- (1) Between Independence Parkway and 15th Street on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

*N Avenue:*

- (1) Between a point one hundred seventy-five (175) feet north of 19th Street and a point two hundred (200) feet south of 18th Street on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

*Old Orchard Drive:*

- (1) Between Old Orchard Court and a point two hundred (200) feet north of Maumelle Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

*Oxbow Creek Lane:*

- (1) Between Coldwater Creek Lane and a point one hundred seventy-five (175) feet south of Pondview Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

*P Avenue:*

- (1) Between a point one hundred seventy-five (175) feet south of 17th Street and a point four hundred twenty-five (425) feet north of 18th Street on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

*Park Boulevard:*

- (1) Between a point one hundred seventy-five (175) feet east of Jupiter Road and a point one hundred seventy-five (175) feet west of R Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

*Plano Parkway:*

- (1) Between a point two hundred fifty (250) feet west of Campbell Road and a point four hundred twenty-five (425) feet west of Winding Hollow Lane on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

*Preston Meadow Drive:*

- (1) Between a point two hundred seventy-five (275) feet south of Legacy Drive and a point one thousand three hundred ten (1,310) feet south of Denham Way on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/14/2010 to 7/9/2010)
- (2) Between a point two hundred twenty-five (225) feet north of Lorimar Drive and a point two hundred (200) feet south of Bentley Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

*Quarry Chase Drive:*

- (1) Between Micarta Drive and a point one hundred fifty (150) feet north of Trophy Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/8/2010 to 7/1/2010)

*R Avenue:*

- (1) Between Park Boulevard and a point one hundred seventy-five (175) feet north of Laurel Lane on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/8/2010 to 7/9/2010)

*Rainier Road:*

- (1) Between a point one hundred seventy-five (175) feet north of Field Cove Drive and a point one hundred fifty (150) feet south of Pioneer Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

*Regal Road:*

- (1) Between Mollimar Drive and Independence Parkway on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

*Roundrock Trail:*

- (1) Between a point three hundred (300) feet north of Mountview Place and a point three hundred twenty-five (325) feet south of Mountview Place on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/14/2010 to 7/9/2010)

*San Gabriel Drive:*

- (1) Between Park Boulevard and a point fifty (50) feet south of Merriman Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

*Shinnery Oak Drive:*

- (1) Between San Gabriel Drive and a point seventy-five (75) feet south of Pagoda Oak Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

*Silverwood Lane:*

- (2) Between a point seventy-five (75) feet north of Regent Drive and a point three hundred twenty-five (325) feet south of Newkirk Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:35 p.m. and 3:20 p.m. (6/14/2010 to 7/9/2010)

**Section III.** All other portions of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances shall remain in full force and effect and shall be alphabetized to accommodate the adoption of the revised Subsections in this Ordinance.

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

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

**Section VI.** Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

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

**DULY PASSED AND APPROVED** this 24<sup>th</sup> day of **May, 2010**.

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

**DATE:** May 4, 2010  
**TO:** Honorable Mayor & City Council  
**FROM:** James Duggan, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of May 3, 2010

**AGENDA ITEM NO. 6 - PUBLIC HEARING  
ZONING CASE 2010-04  
APPLICANT: CITY OF PLANO**

Request to amend Subsection 2.822 (CB-1 - Central Business-1) and Subsection 2.823 (CE - Commercial Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance regarding overhead utilities.

**APPROVED:** 6-0 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 0

**PETITION(s) RECEIVED:** N/A **# OF SIGNATURES:** N/A

**STIPULATIONS:**

Recommended for approval as follows: (Deletions are indicated in strikethrough text.)

Section 2.800 District Charts

Subsection 2.822 CB-1 - Central Business-1

**6. Special Rules for CE and CB-1 Zoning**

~~e. Electrical and/or communication utility lines shall be installed underground in compliance with utility service regulations as development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:~~

~~i. Overhead placement is permitted along the southern right-of-way boundary of S.H. 121 and along the outside lanes of the Dallas North Tollway frontage roads for electrical distribution and communications lines sharing the same support structures. Single post concrete and/or steel support structures are required.~~

- ii. ~~Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced or upgraded.~~

#### Subsection 2.823 CE - Commercial Employment

#### 7. Special Rules for CE and CB-1 Zoning

- e. ~~Electrical and/or communication utility lines shall be installed underground in compliance with utility service regulations as development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:~~

- i. ~~Overhead placement is permitted along the southern right-of-way boundary of S.H. 121 and along the outside lanes of the Dallas North Tollway frontage roads for electrical distribution and communication lines sharing the same support structures. Single-post concrete and/or steel support structures are required:~~

- ii. ~~Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced, or upgraded.~~

**FOR CITY COUNCIL MEETING OF:** May 24, 2010 (To view the agenda for this meeting, see [www.planotx.org](http://www.planotx.org))

#### **PUBLIC HEARING - ORDINANCE**

BM/dw

CITY OF PLANO  
PLANNING & ZONING COMMISSION

May 3, 2010

**Agenda Item No. 6**

**Public Hearing:** Zoning Case 2010-04

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to amend Subsection 2.822 (CB-1 - Central Business-1) and Subsection 2.823 (CE - Commercial Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance regarding overhead utilities.

**REMARKS:**

The Zoning Ordinance requires that for properties located adjacent to Type C thoroughfares and above and within the Commercial Employment (CE) and Central Business-1 (CB-1) zoning districts, the overhead utilities shall be placed underground at such time when the properties are developed. Within these districts, electrical distribution lines and communication lines sharing the same support structures are allowed to remain above ground along frontage roads if located on steel posts or concrete posts.

In August 2009, the city amended the Zoning Ordinance overlay districts to remove this same requirement. Subsequent to completing the amendments, staff realized that the CE and CB-1 districts had the same overhead utility provisions as the overlay districts. Had we determined this at that time, staff would have included the CE and CB-1 districts as part of that Zoning Ordinance amendment because the same issues exist in the CE and CB-1 districts as was occurring in the overlay districts.

Prior to deregulation, electrical companies would assist developers by subsidizing financially the placement of overhead electrical utilities underground since the developers were providing them with guaranteed customers; however, this is no longer the case since customers can now choose from many companies for electrical service. The cost to place lines underground and install the associated switchgear and other equipment has increased substantially in proportion to the overall development costs. As a result, developers have applied for numerous requests for variances to be relieved of these requirements. The Board of Adjustment has approved most, but not all, variance requests. For cities, the challenge lies in justifying the requirement to place the utilities underground when the benefit of electrical service (i.e. utility usage) to the

property is less than what would be required financially to place the utilities underground. In addition, a ruling by the Public Utilities Commission prevents cities from requiring the electric companies (instead of a developer) to place new lines underground in compliance with zoning regulations. This ruling was made on the basis that the cost of placing lines underground cannot be recovered through the companies' tariffs; consequently the city would have to bear the costs.

### Surrounding Cities

Research from surrounding cities indicated that cities such as Dallas, Fort Worth, Arlington, McKinney, Frisco, and Allen do not require overhead electrical utilities to be placed underground. The city of Allen rescinded its ordinance requiring underground placement of overhead electrical utilities at the time when the City of Plano removed the same requirement within overlay districts. As such, businesses considering locating in the CE or CB-1 districts in Plano versus our neighboring cities of Allen and Frisco may be inclined to locate within neighboring cities to minimize development costs.

### Consistency Amongst Zoning Regulations

To achieve consistency within the Zoning Ordinance, it is important that regulations that apply to one area of the city be consistent with other parts of the city. For example, permitted uses and standards within the Retail zoning district should be the same and appropriate for properties zoned Retail in the northern portion of the city compared to other properties zoned Retail elsewhere within the city. The same consideration holds true for overhead utility regulations. Since City Council rescinded the requirement to place overhead utilities underground within overlay districts, the same consideration should be given elsewhere within the city to repeal the requirement in the CE and CB-1 districts.

Additionally, there are some CE and CB-1 zoned properties that are also located within overlay districts, and these properties had the requirement to place overhead utilities underground removed when the city repealed the requirements within the overlay districts. However, with the current CE and CB-1 districts requirement to place overhead utilities underground, these properties are still required to comply with a Zoning Ordinance requirement that was otherwise repealed in the overlay district. In other words, these same properties were subject to the overhead utilities being placed underground requirement twice (i.e. the base zoning district and the overlay district).

### Legacy Property Owners Association

The Legacy Property Owners Association (POA) governs many of the CB-1 and CE zoned properties and their private covenants require overhead utilities be placed underground. It shall continue to be the POA's responsibility to enforce this requirement and not the city since it is a private covenant requirement.

### Proposed Amendment

For all these reasons staff recommends that the requirement to place overhead utilities underground within the CE and CB-1 zoning districts be repealed as was done for the

overlay zoning districts. Therefore staff recommends that CE and CB-1 districts be amended to repeal:

1. The underground placement of electrical and/or communication lines; and
2. The requirement to place lines on concrete or steel poles.

Separate requirements in the Subdivision Ordinance for underground utilities along Type D and smaller streets will remain in place. These requirements have not been challenged as frequently, since homebuyers typically expect utilities to be underground in residential subdivisions.

### **RECOMMENDATION:**

Recommended for approval as follows: (Deletions are indicated in strikethrough text.)

#### Section 2.800 District Charts

#### Subsection 2.822 CB-1 - Central Business-1

#### 6. Special Rules for CE and CB-1 Zoning

- e. ~~Electrical and/or communication utility lines shall be installed underground in compliance with utility service regulations as development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:~~
  - i. ~~Overhead placement is permitted along the southern right-of-way boundary of S.H. 121 and along the outside lanes of the Dallas North Tollway frontage roads for electrical distribution and communications lines sharing the same support structures. Single-post concrete and/or steel support structures are required.~~
  - ii. ~~Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced or upgraded.~~

#### Subsection 2.823 CE - Commercial Employment

#### 7. Special Rules for CE and CB-1 Zoning

- e. ~~Electrical and/or communication utility lines shall be installed underground in compliance with utility service regulations as development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:~~
  - i. ~~Overhead placement is permitted along the southern right-of-way boundary of S.H. 121 and along the outside lanes of the Dallas North Tollway frontage roads for electrical distribution and communication lines sharing the same support structures. Single-post concrete and/or steel support structures are required:~~
  - ii. ~~Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced, or upgraded.~~

## Zoning Case 2010-04

**An Ordinance of the City of Plano, Texas, amending Subsection 2.822 (CB-1 - Central Business-1) and Subsection 2.823 (CE - Commercial Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding overhead utilities; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 24th day of May, 2010, for the purpose of considering a change in the Zoning Ordinance; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 24th day of May, 2010; and

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

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

**Section I.** Subsection 2.822 (CB-1 - Central Business-1) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding overhead utilities, such portion of the subsection is to be deleted as follows:

Section 2.800 District Charts

Subsection 2.822 CB-1 - Central Business-1

## 6. Special Rules for CE and CB-1 Zoning

- e. Electrical and/or communication utility lines shall be installed underground in compliance with utility service regulations as development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:
  - i. Overhead placement is permitted along the southern right-of-way boundary of S.H. 121 and along the outside lanes of the Dallas North Tollway frontage roads for electrical distribution and communications lines sharing the same support structures. Single-post concrete and/or steel support structures are required.
  - ii. Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced or upgraded.

**Section II.** Subsection 2.823 (CE - Commercial Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended regarding overhead utilities, such portion of the subsection is to be deleted as follows:

### 2.800 District Charts

### 2.823 CE - Commercial Employment

## 7. Special Rules for CE and CB-1 Zoning

- e. Electrical and/or communication utility lines shall be installed underground in compliance with utility service regulations as development or redevelopment occurs along all roadways (Type C or above). Exceptions to the above requirements are:
  - i. Overhead placement is permitted along the southern right-of-way boundary of S.H. 121 and along the outside lanes of the Dallas North Tollway frontage roads for electrical distribution and communication lines sharing the same support structures. Single-post concrete and/or steel support structures are required:
  - ii. Existing overhead facilities, over 60,000 volts in capacity, which follow existing routes, rights-of-way, and/or easements may remain and may be repaired, replaced, or upgraded.

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

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

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

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

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

**PASSED AND APPROVED THIS THE 24TH DAY OF MAY, 2010.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY