

CITY COUNCIL

1520 AVENUE K



DATE: 7/25/2011
 CALL TO ORDER: 7:00 p.m.
 INVOCATION: Associate Pastor Melissa Hatch
 First United Methodist Church Plano
 PLEDGE OF ALLEGIANCE: Webelos - Pack 220
 Harrington Elementary

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>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Presentation: Sustainability and Environmental Services Department, CLIDE Award Certificates</p> <p>Presentation: Governor's Community Achievement Award</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>June 27, 2011</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	Bid No. 2011-217-B for Ventura – Old Shepard Screening Walls project to Tracon Ventures Ltd. in the amount of \$53,110 and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2011-170-B for Sherrye Drive Lift Station Replacement to J & K Excavation, LLC in the amount of \$293,989 and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2011–209–B for the 2010–11 Arterial Concrete Pavement Rehab Project – Coit Road – Plano Parkway to Spring Creek Parkway, Project No. 6117 to Jerusalem Corporation in the amount of \$698,525 and authorizing the City Manager to execute all necessary documents.	
(e)	Bid No. 2011-211-B for the 2010-11 Residential and Industrial Concrete Pavement Rehab Project, Zone N2 & P2, Project No. 6148 to Jerusalem Corporation in the amount of \$927,535 and authorizing the City Manager to execute all necessary documents.	
(f)	Bid No. 2011-206-B for Park Estates Water Rehabilitation to RKM Utility Services, Inc. in the amount of \$1,536,896 and authorizing the City Manager to execute all necessary documents.	
(g)	Bid No. 2011-233-B for Custer Pump Station to Archer Western Construction, LLC in the amount of \$5,453,000 and authorizing the City Manager to execute all necessary documents.	
(h)	CSP No. 2011-36-C for an initial two (2) year contract with three (3), one (1) year City optional renewals for EMS Billing and Collection Services from Digitech Computer, Inc., to be utilized by the Fire Department in the estimated annual amount of \$173,250 and authorizing the City Manager to execute all necessary documents.	
(i)	Bid No. 2011-174-B for the purchase of ten (10) Utility Body Trucks 3/4 Ton & 1 Ton for Fleet Services to be utilized by Municipal Drainage, Pumping Operations, Park Support Services, Utility District #2, Meter Services, Utility Cut Services, & Sport Turf Maintenance from Reliable Chevrolet in the amount of \$293,551 and authorizing the City Manager to execute all necessary documents.	
	<p>Purchase from an Existing Contract</p>	
(j)	To approve a contract for the purchase of Altiris 7 Migration Software in the amount of \$71,400 from Intuitive Technology Group through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-600)	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(k)	<p>To approve an Engineering Services Agreement by and between the City of Plano and ARCADIS U.S., Inc., in the amount of \$283,305 for 2011 Water Quality Study and authorizing the City Manager to execute all necessary documents.</p>	
(l)	<p>To approve an Engineering Services Agreement by and between the City of Plano and TranSystems Corporation in the amount of \$284,492 for Legacy Drive Corridor Intersection Improvements project and authorizing the City Manager to execute all necessary documents.</p>	
(m)	<p>RFP No. 2011-46-C designating the Credit Union of Texas as program administrator for the Energy Efficiency Loan Loss Reserve Program created by City of Plano Sustainability and Environmental Services Department to expend federal grant funds in the amount of \$700,000 provided under the American Recovery & Reinvestment Act; approving the terms and conditions of the Depository Contract; and authorizing the City Manager to execute all necessary documents, and providing an effective date.</p>	
	<p><u>Adoption of Resolutions</u></p>	
(n)	<p>To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing terms and conditions for the construction of Communications Parkway from Spring Creek Parkway to Tennyson Parkway; authorizing its execution by the City Manager; and providing an effective date.</p>	
(o)	<p>To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and North Texas Municipal Water District (NTMWD) for the construction of a Water Metering Station in conjunction with Plano's Custer Pump Station project; authorizing its execution by the City Manager; and providing an effective date.</p>	
(p)	<p>To approve the terms and conditions of an Assignment Agreement by and between Southwest General Services of Dallas, L.L.C., Municipal Computing Services, Inc. and City of Plano for ambulance billing and collection services; authorizing its execution by the City Manager; and providing an effective date.</p>	
(q)	<p>To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and City of Richardson for jail and detention services for prisoners from the City of Richardson and University of Texas at Dallas; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Ordinances</u></p> <p>(r) To amend Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Legacy Drive within the corporate limits of the City of Plano; 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>(s) To amend Section 12-12(b) of Chapter 12 (Traffic Code) of the Code of Ordinances establishing a one way operation at all times on Ruthie Road within the corporate limits of the City of Plano; 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>(t) To transfer the sum of \$300,000 from the Water & Sewer Fund unappropriated fund balance for Fiscal Year 2010-11 to the Water & Sewer Fund operating appropriation for the purpose of providing funds for an Engineering Service Agreement for a water quality study; amending the budget of the City and Ordinance 2010-9-8; declaring this action to be a case of public necessity; and providing an effective date.</p> <p>(u) To transfer the sum of \$900,000 from the Water & Sewer Fund unappropriated fund balance for Fiscal Year 2010-11 to the Water & Sewer Fund capital appropriation for the purpose of providing funds to Archer Western Construction, LLC the lowest responsible bidder to upgrade the Custer Pump Station; amending the budget of the City and Ordinance 2010-9-8; declaring this action to be a case of public necessity; and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	Public Hearing and consideration of a Resolution to approve the terms and conditions of an Interlocal Agreement between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2011 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date.	
(2)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-16, to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to amend the definition of Community Center; 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	
(3)	Discussion and Direction regarding SB 100 - Changes to the Election Code.	
(4)	<p>Discussion and Direction regarding Options for Revised City Council District Boundaries for Places 1-4.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/25/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Presentation: Sustainability and Environmental Services Department, CLIDE Award Certificates				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/25/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Presentation: Governor's Community Achievement Award				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
JUNE 27, 2011**

COUNCIL MEMBERS

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

Council Members Elected

Patrick Gallagher

STAFF

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:04 p.m., Monday, June 27, 2011, in the Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present. Council Member Duggan arrived at 5:12 p.m. The following matters were discussed.

Resolution No. 2011-6-15(R): To canvass the election returns of the Runoff Election of June 18, 2011, for the election of one member of Council, Place 7, for a term of three years; declaring the results; and resolving other matters on the subject.

City Secretary Zucco read the number of votes received by for and against each candidate along with the sum total of votes.

Upon completion of the canvass, Mayor Pro Tem Miner stated that the election returns of the Runoff Election have been canvassed and that all votes are accounted for as certified by the Elections Administrator of Collin County, with a total of 3,330 City ballots cast and further made a motion to adopt a resolution to approve the canvass of Runoff Election returns of June 18, 2011, and declaring that Pat Gallagher was elected to Place Seven for a period of three years; and further to adopt Resolution No. 2011-6-15(R). Deputy Mayor Pro Tem Smith seconded the motion and the Council voted 7-0. The motion carried.

Oaths of Office for newly-elected Council Member

City Secretary Zucco administered the oath of office to elected Council Member Gallagher and Mayor Dyer presented him with his Certificate of Election after which time he assumed his seat at the dais.

Recognition of Outgoing Council Member Callison

Mayor Dyer recognized the service of Council Member Callison.

Mayor Dyer adjourned the Preliminary Meeting at 5:13 p.m.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting and stated at 5:20 p.m. that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; discuss Personnel, Section 551.074; and 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 6:09 p.m.

Consideration and action resulting from Executive Session discussion: Personnel – Reappointments:

Arts of Collin County

The Council deferred reappointments.

Board of Adjustment

Upon a motion made by Council Member Dunlap and seconded by Council Member Davidson, the Council voted 8-0 to reappoint Carolyn Kalchthaler and Steven D. Patten.

Building Standards Commission

Upon a motion made by Council Member Dunlap and seconded by Council Member Harris, the Council voted 8-0 to reappoint Marsha Griggs, Sylvia Reid and Arthur Stone.

Heritage Commission

Upon a motion made by Council Member Dunlap and seconded by Deputy Mayor Pro Tem Smith, the Council voted 8-0 to reappoint Gregory Blair Carter, Edward L. Coyle and Sheila H. Huckaby.

Planning and Zoning Commission

Upon a motion made by Council Member Davidson and seconded by Council Member Dunlap, the Council voted 8-0 to reappoint Christopher J. Caso, David L. Downs, Doug Hazelbaker and Alan E. Smith.

Personnel – Reappointments

Animal Shelter Advisory Committee

Upon a motion made by Council Member Harris and seconded by Council Member Davidson, the Council voted 8-0 to reappoint Elizabeth Ann Bodden and Dr. Sunny Ruth.

Civil Service Commission

The Council deferred reappointments.

Community Relations Commission

Upon a motion made by Deputy Mayor Pro Tem Smith and seconded by Mayor Pro Tem Miner, the Council voted 8-0 to reappoint Richard Grady, Philip F. Pollacia and Al Valente.

Cultural Affairs Commission

The Council deferred reappointments.

Library Advisory Board

Upon a motion made by Council Member Harris and seconded by Mayor Pro Tem Miner, the Council voted 8-0 to reappoint Shelly Bracken, Gary Graham, Russ Kissick and Kimberley Malouf.

Parks and Recreation Planning Board

Upon a motion made by Council Member Davidson and seconded by Council Member Harris, the Council voted 8-0 to reappoint Kayci Brooks Prince and Beth S. Webb.

Photographic Traffic Signal Advisory Committee

Mayor Pro Tem Miner reappointed Greg Price and the position appointed by Council Member LaRosiliere was deferred.

Plano Housing Authority

The Council deferred reappointments.

Retirement Security Plan Committee

The Council deferred reappointments.

Self Sufficiency Committee

Upon a motion made by Deputy Mayor Pro Tem Smith and seconded by Council Member Davidson, the Council voted 8-0 to reappoint Jason H. Beck, Janet Denney, Pat Hartman, Charles Ho, Emmanuel I. Umoh, and Stephen E. Vitasek.

Senior Citizens Advisory Board

Upon a motion made by Council Member Davidson and seconded by Mayor Pro Tem Miner, the Council voted 8-0 to reappoint Jane Sackett.

Tax Increment Financing Reinvestment Zone No. 2 Board

Upon a motion made by Mayor Pro Tem Miner and seconded by Council Member Dunlap, the Council voted 8-0 to reappoint Russell G. Coolik, Shawn Gay, Chris Hatcher, Alan L. Johnson, Brett Little, Nathan Phillip Nash, James F. Schell, and Alan Michael Then.

DART Report

DART Board of Directors Member Ellerbe spoke to design/engineering complete for the Northwest Park and Ride; October implementation of a Parker Road Station Paid-Parking Pilot Program; and stated concerns related to Regional Transportation Council funding of bus service in the City of McKinney which may bring additional riders to the DART stations. She spoke regarding DART subsidies included in ticket prices and briefed the Council on ridership during the Dallas Maverick's parade (310,400 riders). She spoke to delays on a rail train outside the Mockingbird station, repairs and its arrival at the station 1 hour seven minutes late. Ms. Ellerbe advised that air conditioning was running in the rail car and spoke to issues of notification for those onboard. She advised that DART police report a 2-3% non-payment rate for trains and spoke to future implementation of smart-card technology to track payment. She spoke to the recent downturn in the number of riders which may be based on the economy.

City of Plano and Collin County 2011 Annual Homeless Count Update

Chair of the Collin County Homeless Coalition Cara Mendelsohn spoke to the goal of bringing people together to help address the needs of the homeless, growth in the coalition to 50 members and the mission to complete the Housing and Urban Development (HUD) homeless count necessary for funding. She spoke to the number of participants, praise for City departments, positive experience and to future events to garner interest from other municipalities. Ms. Mendelsohn advised that there are 368 homeless in the county with 259 identified in the City, and spoke to the increase in number as a result of the economy and the more effective methods of surveying. She advised regarding ethnicity, spoke to the chronically homeless and future expansion county-wide and advised regarding differing methods of tracking for schools.

Discussion and Direction regarding Code of Ordinances

Planning Manager Firgens advised that this item was tabled on June 13, 2011. Upon a motion made by Council Member Dunlap and seconded by Mayor Pro Tem Miner, the Council voted 8-0 to remove the item from the table.

Planning Manager Firgens spoke to Council's prior consideration of a request to amend the Code of Ordinances to allow the sale of alcohol in a residential zoning district in association with a winery located on a property zoned agricultural. She advised that while the Zoning Ordinance authorizes the use of a heritage designation to add uses, this flexibility does not extend to the Code of Ordinances. Ms. Firgens spoke to Staff's recommendation to amend Article II, Section 3.3 of the Code of Ordinances to read as follows which would allow for review by the Planning and Zoning Commission and City Council:

It shall be unlawful for any person to manufacture, distill, brew, transport, store for purposes of sale, distribute or sell any alcoholic beverages in any residentially zoned district within the City of Plano except for a winery where authorized by the City of Plano Zoning Ordinance.

The Council concurred with the recommendation to be considered as Item No. "1" on the Consent Agenda.

City Council Appointments to Various Committees

Mayor Dyer read the following into the record:

Arts of Collin County Mayors Committee - Mayor Dyer
Collin County Mayors Committee – Mayor Dyer
Texas Clean Air Cities Coalition – no appointment
Dallas Regional Mobility Coalition – Deputy Mayor Pro Tem Lissa Smith and Lee Dunlap
Designation of Official North Central Texas Council of Governments Voting Representative
- Mayor Dyer
Economic Development Board - Mayor Dyer and City Manager Glasscock
Metroplex Mayors Committee - Mayor Dyer
North Texas Commission – Mayor Dyer and Deputy Mayor Pro Tem Lissa Smith
North Texas Housing Coalition – Ben Harris
Plano Health Facilities Development Corporation – Mayor Dyer, Mayor Pro Tem Pat Miner
and Lee Dunlap
Regional Committee on Child Predator Legislation – Patrick Gallagher
Regional Transportation Council – NCTCOG – Deputy Mayor Pro Tem Lissa Smith and
Lee Dunlap
TML & Other Legislative Action - Mayor Dyer
Board and Commission Review Committee – Mayor Pro Tem Pat Miner and Jim Duggan
Community Finance – Jim Duggan and Patrick Gallagher
Joint PISD/Council Committee – Ben Harris and André Davidson
Multi-Cultural Outreach Roundtable – André Davidson
Animal Shelter Advisory Committee – Mayor Pro Tem Pat Miner and Patrick Gallagher
Arts of Collin County Commission Board of Directors – no appointment
Board of Adjustment – Ben Harris and Patrick Gallagher
Building Standards Commission – Lee Dunlap and Jim Duggan
Civil Service Commission - City Manager Bruce D. Glasscock
Collin County Appraisal District Board – Lee Dunlap and Jim Duggan
Community Relations Commission – Deputy Mayor Pro Tem Lissa Smith and André
Davidson
Cultural Affairs Commission – André Davidson and Patrick Gallagher
DART Board of Directors – Loretta Ellerbe and Faye Moses Wilkins
Heritage Commission – Deputy Mayor Pro Tem Lissa Smith and Lee Dunlap
Library Advisory Board – Mayor Pro Tem Pat Miner and Deputy Mayor Pro Tem Lissa
Smith
North Texas Municipal Water District Board – Ben Harris and Jim Duggan
Parks and Recreation Planning Board – Mayor Pro Tem Pat Miner and Ben Harris
Photographic Traffic Signal Advisory Committee – André Davidson and Patrick Gallagher
Planning and Zoning Commission – Mayor Pro Tem Pat Miner and Lee Dunlap
Plano Housing Authority – Lee Dunlap and Ben Harris
Retirement Security Plan Committee – City Manager Bruce D. Glasscock
Self Sufficiency Committee – André Davidson and Jim Duggan
Senior Citizens Advisory Board – Ben Harris and André Davidson

Tax Increment Financing Reinvestment Zone No. 1 Board – Deputy Mayor Pro Tem Lissa Smith and Patrick Gallagher

Tax Increment Financing Reinvestment Zone No. 2 Board – Mayor Pro Tem Pat Miner and Jim Duggan

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 6:53 p.m.

Phil Dyer, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
June 27, 2011

COUNCIL MEMBERS

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Lissa Smith, Deputy Mayor Pro Tem
Ben Harris
André Davidson
James Duggan
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Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, June 27, 2011, at 7:03 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 Amy McClane of Northpointe Church, and the Pledge of Allegiance was led by Jr. Girl Scout Troop 1714 of Shepard Elementary.

Deputy City Manager Turner recognized Sharon Kotwitz on her 20-year anniversary with the City of Plano.

COMMENTS OF PUBLIC INTEREST

Citizen Fred Frawley spoke regarding the upcoming Friends of the Plano Public Library Book Sale.

CONSENT AGENDA

Upon a motion made by Mayor Pro Tem Miner and seconded by Council Member Dunlap, 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")
June 8, 2011
June 13, 2011

Approval of Expenditures

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

Bid No. 2011-164-G for Parking Lot Lighting Upgrades at Various Locations - Project No. 6051, line item 1, 2, and 4 to Essential Energy Services, Inc. in the amount of \$72,965 and line item 3 to Lumetech Group in the amount of \$70,920 for a total of \$143,885 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFQ No. 2010-228-B for Waste to Fuel Study for the Sustainability Department for American Recovery & Reinvestment Act, Federal Grant Funding from the Department of Energy (DOE) to Gershman, Brickner & Bratton, Inc. in the amount of \$210,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2011-165-B for Liberty Recreation Center Roof Replacement Project No. 6108, to Roof Tex Inc., in the amount of \$287,250 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

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

To approve an Engineering Services Agreement by and between the City of Plano and Transystems Corporation in the amount of \$79,100 for the SH 289 at PGBT Intersection Improvements project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

To approve an Engineering Services Agreement by and between the City of Plano and Burgess & Niple, Inc. in the amount of \$137,720 for Pittman Creek Basin I/I Evaluation Basins 01,7N,7S,10 & 12 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Approval of Contract Modification

To approve and authorize Contract Modification No. 1 for the purchase of Engineering Services for Windhaven Parkway (Spring Creek Parkway to West City Limit) in the amount of \$62,000 from Teague, Nall and Perkins, Inc. This modification will provide for expenses related to changing the project scope from a six (6) lane road to a four (4) lane road from Spring Creek Parkway to Parkwood Boulevard. (Consent Agenda Item “G”)

Approval of Change Order

To McMahon Contracting, L.P., increasing the contract by \$30,064 for the 14th Street – Avenue K to Ridgewood Drive project, Change Order No. 3. Original Bid No. 2010-14-B. (Consent Agenda Item “H”)

Adoption of Resolutions

Resolution No. 2011-6-16(R): To authorize continued participation with the Steering Committee of Cities Served by Oncor; authorizing the payment of 10 cents per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company LLC; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2011-6-17(R): To authorize the purchase of the Mobile Command Post Vehicle Technology Upgrade from LDV, Inc., a sole-source provider, in the amount of \$154,847 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 “J”)

Adoption of Ordinances

Ordinance No. 2011-6-18: To abandon all right, title and interest of the City, in and to that certain 20-foot wide Temporary Drainage Easement recorded in Volume 4531, Page 245, of the Land Records of Collin County, Texas and being situated in the Samuel H. Brown Survey, Abstract No. 108, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Legacy North PT MFA IV, L.P., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “K”)

Ordinance No. 2011-6-19: To amend Section 3-3 of Chapter 3 Alcoholic Beverages, of the Code of Ordinances of the City of Plano providing an exception for a winery where authorized by the City of Plano Zoning Ordinance to the prohibition against manufacturing, distilling, brewing, transporting, storing for purposes of sale, distributing or selling alcoholic beverages in any residentially zoned district; providing a repealer clause, a savings clause, a severability clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item “L”)

END OF CONSENT

Public Hearing and adoption of Resolution No. 2011-6-20(R) to adopt the 2011-2012 Action Plan, including the final statement of Community Development Block Grant and HOME programs objectives and proposed use of funds for program year 2011-2012; and declaring an effective date. (Regular Agenda Item “1”)

Community Services Manager Day advised that the plan includes proposed use of more than \$1.7 million in funds for 2011-12 and spoke to the application process, public hearings and decision-making of the Community Relations Commission. She advised that recommendations are tied to the goals established by the Council in the Consolidated Plan and advised that Staff and the Commission request approval as submitted.

Mayor Dyer opened the Public Hearing. No one spoke for or against the item. The Public Hearing was closed.

Resolution No. 2011-6-20(R) (cont'd)

Upon a motion made by Council Member Dunlap and seconded by Council Member Davidson, the Council voted 8-0 to adopt the 2011-2012 Action Plan, including the final statement of Community Development Block Grant and HOME programs objectives and proposed use of funds for program year 2011-2012; and further to adopt Resolution No. 2011-6-20(R).

Resolution No. 2011-6-21(R): To authorize the filing of applications for Federal Funds in an amount not to exceed \$1,593,213 under the Housing and Community Development Act and the HOME Investment Partnership Act; designating Bruce D. Glasscock as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. (Regular Agenda Item "2")

Upon a motion made by Deputy Mayor Pro Tem Smith and seconded by Council Member Dunlap, the Council voted 8-0 to authorize the filing of applications for Federal Funds in an amount not to exceed \$1,593,213 under the Housing and Community Development Act and the HOME Investment Partnership Act; and further to adopt Resolution No. 2011-6-21(R).

Public Hearing and adoption of Ordinance No. 2011-6-22 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 123 for tax abatement consisting of a 7.255 acre tract of land located in the Martha McBride Survey, Abstract No. 553, Collin County in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Agenda Item "3")

Plano Economic Development Board Executive Director Bane spoke to statutes requiring the establishment of reinvestment zones which include a Public Hearing and this agreement based on an estimated \$10 million in real and \$5 million in business personal property for a period of ten years from November 1, 2011 with an abatement at the rate of 50% for real and business personal property and an impact of \$24,430 for real property and \$12,215 for business personal property based on the current tax rate.

Mayor Dyer opened the Public Hearing. No one spoke for or against the item. The Public Hearing was closed.

Upon a motion made by Council Member Dunlap and seconded by Council Member Harris the Council voted 8-0 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 123 for tax abatement; and further to adopt Ordinance No. 2011-6-22.

Resolution No. 2011-6-23(R): To approve the terms and conditions of an Agreement by and between the City of Plano, Texas, Internap Network Services Corporation and Behringer Harvard 1221 Coit, LP, a Texas Limited Partnership; providing for a business personal property and real property improvement tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "4")

Plano Economic Development Board Executive Director Bane advised that the agreement includes 128,000 square feet of existing commercial space, has a term of ten years and is based on 50% of both business personal and real property.

Upon a motion made by Council Member Dunlap and seconded by Council Member Gallagher the Council voted 8-0 to approve the terms and conditions of an Agreement by and between the City of Plano, Internap Network Services Corporation and Behringer Harvard 1221 Coit, LP; providing for a business personal property and real property improvement tax abatement; and further to adopt Resolution No. 2011-6-23(R).

Resolution No. 2011-6-24(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between Internap Network Services Corporation and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "5")

Plano Economic Development Board Executive Director Bane advised that the agreement in the amount of \$50,000 provides for occupancy of not less than 128,000 square feet of commercial space by November 1, 2011 and has a term of ten years.

Upon a motion made by Mayor Pro Tem Miner and seconded by Council Member Harris, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between Internap Network Services Corporation and the City of Plano; and further to adopt Resolution No. 2011-6-24(R).

Resolution No. 2011-6-25(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and Aimbridge Hospitality, L.P., a Texas limited liability company; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "6")

Plano Economic Development Board Executive Director Bane advised that the agreement in the amount of \$75,000 provides for occupancy of not less than 25,000 square feet of existing space; transfer or creation of up to 60 full-time jobs by October 1, 2011; business personal property in the amount of \$155,000; real property in the amount of \$500,000; and has a term of seven years.

Upon a motion made by Mayor Pro Tem Miner and seconded by Council Member Davidson, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and Aimbridge Hospitality, L.P.; and further to adopt Resolution No. 2011-6-25(R).

Resolution No. 2011-6-26(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and Ambit Holdings LLC, a Texas limited liability corporation; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "7")

Resolution No. 2011-6-26(R) (cont'd)

Plano Economic Development Board Executive Director Bane advised that the agreement in the amount of \$60,435 provides for occupancy of not less than 69,000 square feet of office space; transfer or creation of up to 237 full-time jobs by October 1, 2011; business personal property in the amount of \$3.5 million; real property in the amount of \$1.4 million; and has a term of seven years.

Upon a motion made by Deputy Mayor Pro Tem Smith and seconded by Mayor Pro Tem Miner, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and Ambit Holdings LLC,; and further to adopt Resolution No. 2011-6-26(R).

Resolution No. 2011-6-27(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and Masergy Communications, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "8")

Plano Economic Development Board Executive Director Bane advised that the agreement in the amount of \$50,000 provides for occupancy of not less than 35,000 square feet of office space; retention or creation of up to 120 full-time jobs by March 31, 2012; and has a term of seven years.

Upon a motion made by Mayor Pro Tem Miner and seconded by Council Member Dunlap, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and Masergy Communications, Inc.; and further to adopt Resolution 2011-6-27(R).

Nothing further was discussed and Mayor Dyer adjourned the meeting at 7:28 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

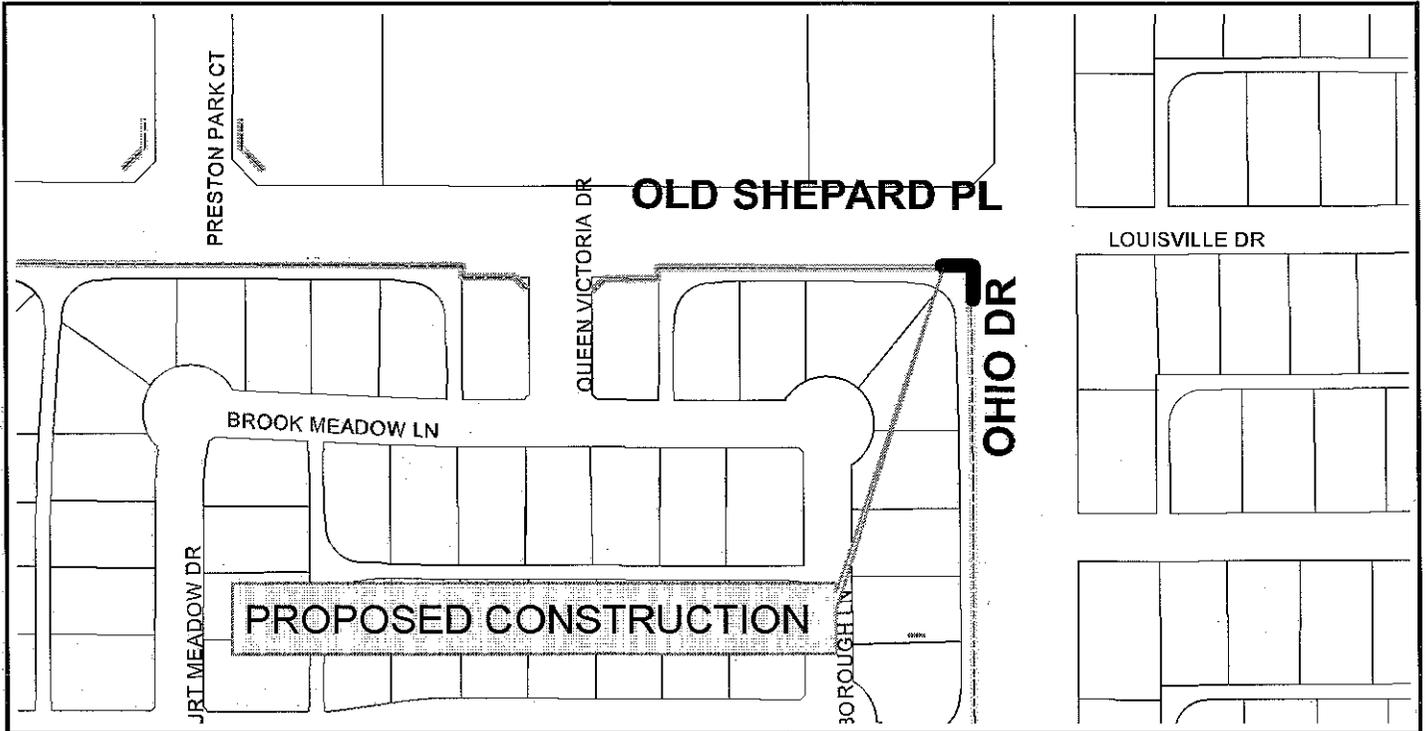
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/25/11		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 6022
CAPTION				
Bid No. 2011-217-B for Ventura – Old Shepard Screening Walls project to Tracon Ventures Ltd. in the amount of \$53,110 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	9,000	73,000	82,000
Encumbered/Expended Amount	0	-8,400	0	-8,400
This Item	0	-53,110	0	-53,110
BALANCE	0	-52,510	73,000	20,490
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the Street Improvement CIP for the Ventura – Old Shepard Screening Wall project. This item in the amount of \$53,110 will be encumbered in the current fiscal year and carry forward into the cash allocations of 2011-12.</p> <p>STRATEGIC PLAN GOAL: Removal and replacement of existing screening walls relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the Alternate No. 1 bid of Tracon Ventures Ltd. in the amount of \$53,110.10 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>Alternate No. 1 utilizes cement that is manufactured by a means that meets or is below TCEQ source cap limits. The base bid utilizes cement that does not meet that requirement.</p> <p>The second vendor being recommended is Ratliff Hardscape, Ltd. in the amount of \$80,014.48.</p> <p>Engineer's estimate was \$66,300.00.</p> <p>The project includes the removal and replacement of approximately 100 linear feet of existing screening walls at two locations; 60 linear feet of wall at the southwest corner of Old Shepard Place and Ohio Drive; and 40 linear feet of wall northwest of the intersection of Ventura Drive and Waycross Drive. The project also includes approximately 574 square feet of adjacent sidewalks.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Bid Summary			N/A	

SCREENING WALLS VENTURA AND OLD SHEPARD PROJECT # 6022



0 45 90 180 270 360 Feet

1 inch = 200 feet



CITY OF PLANO

Bid No. 2011-217-B

Ventura - Old Shepard Screening Walls - Project No. 6022

Bid Recap

Bid opening Date/Time: June 24, 2011 @ 3:30 PM

Number of Vendors Notified: 1250

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 3

Vendor Name	Base Bid	Alternate No. 1
Tracon Ventures	\$ 53,110.10	\$ 53,110.10
Ratliff Hardscape, Ltd	\$ 80,014.48	\$ 80,014.48
Quality Excavation, LTD.	\$107,438.65	\$110,956.03

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Tracon Venutures

Heather Parkerson

Heather Parkerson, Buyer

July 7, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	7/25/2011
Department:	Public Works
Department Head	Gerald Cosgrove
Agenda Coordinator (include phone #):	Irene Pegues (7198) Project No. 6002

CAPTION

Bid No. 2011-170-B for Sherrye Drive Lift Station Replacement to J & K Excavation, LLC in the amount of \$293,989 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	24,461	236,000	150,000	410,461
Encumbered/Expended Amount	-24,461	-11,974	0	-36,435
This Item	0	-293,989	0	-293,989
BALANCE	0	-69,963	150,000	80,037

FUND(S): SEWER CIP

COMMENTS: Funds are included in the 2010-11 Sewer CIP. This item, in the amount of \$293,989 will be encumbered in the current fiscal year and carry forward into the cash allocations of FY 2011-12.

STRATEGIC PLAN GOAL: Replacement of the Sherrye Drive Lift Station relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

The existing sanitary sewer lift station, located near 3508 Sherrye Drive, was put into service in 1972. Due to its age, this facility has experienced numerous mechanical breakdowns which has required over 89 man hours of maintenance by City of Plano Staff during the current calendar year. Maintenance of this facility is complicated due to the fact that replacement parts are extremely difficult to locate. Prior to preparation of the construction documents, a study was performed with the intent of determining the best and most cost effective method of upgrading this facility which serves seven (7) residences located along Sherrye Drive. The alternatives evaluated in the study were rehabilitating the existing lift station, replacing the existing lift station with a new lift station and replacing the existing lift station with a gravity sanitary sewer main which would flow north along a heavily wooded creek into an existing twenty-four (24) inch sanitary sewer main. The results of the study led staff to quickly determine that rehabilitation of the existing facility would not provide a long term solution; therefore, methods of replacing the existing lift station were evaluated. While the preferred method of replacing the lift station is the installation of a gravity sewer main, the results of the study indicated that the cost of design, obtaining easements and construction of a gravity sanitary sewer main would be prohibitive. Per the attached letter from the design consultant, the initial estimate of probable construction cost provided to City staff was inaccurate.

Staff recommends the bid of J & K Excavation, LLC in the amount of \$293,988.80 be accepted as the lowest responsible bidder, depending on timely execution of contract documents. See the attached letter concerning



CITY OF PLANO COUNCIL AGENDA ITEM

the engineers estimate and the bid amount.

The second lowest bid was received from North Texas Contracting, Inc. in the amount of \$347,640.00.

List of Supporting Documents:

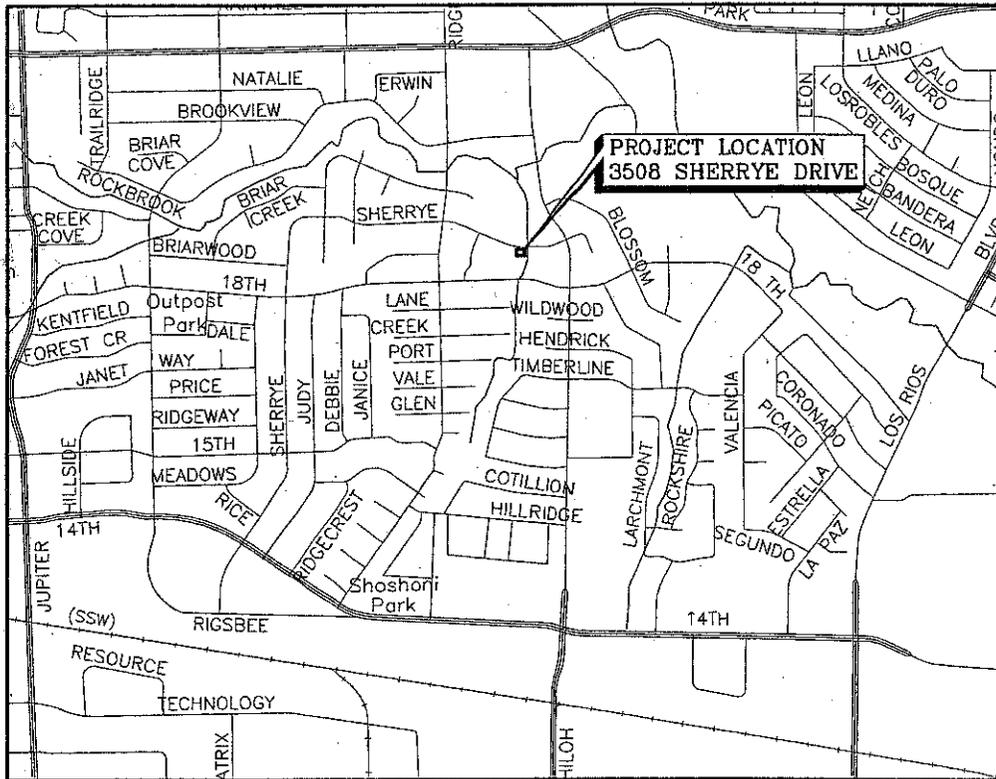
Location Map; Bid Summary; Consultant Letter

Other Departments, Boards, Commissions or Agencies

None

SHERRYE DRIVE LIFT STATION REPLACEMENT

PROJECT NO. 6002



SCALE : 1" = 1000'

LOCATION MAP

CITY OF PLANO

Bid No. 2011-170-B

Sherrye Drive Lift Station Replacement - Project No. 6002

Bid Recap

Bid opening Date/Time: May 6, 2011 @ 3:00 PM

Number of Vendors Notified: 615

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 3

Vendor Name	Base Bid	Alternate No. 1
J & K Excavation, LLC	\$293,988.80	\$293,936.00
North Texas Contracting, Inc.	\$347,640.00	\$347,640.00
Mesa Contracting	\$417,000.00	\$417,000.00

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

J & K Excavations, LLC

Heather Parkerson

June 28, 2011

Heather Parkerson, Buyer

Date



**ALAN PLUMMER
ASSOCIATES, INC.**

ENVIRONMENTAL
ENGINEERS AND SCIENTISTS

ROBERT FADAMS, DE, PE

JAMES LAUTSTAETER, PE

STEPHEN J. COONAN, PE

JOHN H. D'ANTONI, DE, PE

PEGGY W. GLASS, PHD

DAVID A. GUDAL, PE

REX H. HUNT, PE

BETTY L. JORDAN, PE

ELENT T. McDONALD, PHD, PE

JOHN R. MINAHAN, PE

TIMOTHY J. NOACK, PE

ALAN H. PLUMMER, JR., PE, BCEE

WILLIAM C. RACKLEY, PE

ALAN R. TUCKER, PE

0718-006-01

June 14, 2011

Mr. Thomas V. Barone, P.E., R.P.L.S.

Senior Engineer

City of Plano

Public Works & Engineering Dept.

1520 K Avenue, Suite 250

Plano, Texas 75074

Re: Sherye Lane Lift Station Replacement
Opinion of Probable Cost

Dear Mr. Barone:

A bid opening for the above reference project was held on May 2nd, 2011, with the apparent low bidder of JK Excavation LLC. JK Excavation LLC bid of \$293,988.80 was significantly higher than the Engineer's published estimate of \$85,000. Upon results of the bid opening, the Engineer examined their original estimate and found three major reasons for the cost differences. These differences are 1) the wrong alternative estimate from the design memorandum was given, 2) cost of difference of package dry-pit steel can lift station was not confirmed, and 3) project design scope changes were not included in estimate.

The design memorandum included three alternatives. The first alternative, for a replacement with a fiber-glass wet-well design with grinder pumps, had an estimate of \$85,000. Second alternative was for replacement of the station with a similar type ejector steel can lift station with an estimate of \$145,000. The third was for a pipe-line replacement alternative. At the time of review of the design memorandum, the selection was made for replacement with a dry-pit steel can lift station this alternative was not included in the design memorandum. The cost of scope work of the ejector steel can lift station alternative was used. It was the belief that the steel can lift station would be similar in cost. The basic cost of \$145,000 should have been used, in lieu of the \$85,000.

1349 EMPIRE CENTRAL

SUITE 1000

DALLAS, TEXAS 75247-4066

PHONE 214.631.6100

FAX 214.631.6109

www.apaten.com

TBPE Firm No. 13



The design memorandum included a cost for the replacement of the existing ejector station with one of like kind. The ejector style lift stations are obsolete, but still available. The City has experience with dry-pit steel can lift stations, it was agreed upon to switch from the ejector station to the dry-pit lift station. At that time the Engineer had a budget estimate for the ejector style lift station, with verbal comments for the manufacturer that the dry-pit would be a more suitable option with the same basic cost. Also not included the ejector style lift station is the bubbler control panel per the City's standard specification. This cost of the dry-pit lift station and bubbler system was not verified during the design process. Upon review of the quotes provided to the bidders, the dry-pit steel can lift station with the bubbler control panel is an additional \$66,700 above the \$60,000 budgetary quote give for the ejector system lift station.

Several project design scope changes were made to complete the project. These items were not included in the original cost given in the design memorandum. These included the following items;

- Replacement of the existing wet-well manhole with a pre-cast concrete structure with additional volume storage and protective coating with an additional cost of \$9,600,
- Additional temporary storage of wastewater and pumping required for replacement of the wet-well manhole \$6,200,
- Replacement of the 4" force main with a 2" force main with an additional cost of \$25,300,
- Additional restoration of site including concrete sidewalks and grass with an additional cost of \$8,400.

These project design scope changes accounted for estimate cost increase of \$49,500.

Utilizing the design memorandum cost for replacement of the ejector style lift station of \$145,000, add the cost difference of a dry-pit lift station of \$66,700 and the project design scope changes of \$49,500 and final opinion of probable cost for the final design would be \$261,200.

Please call if should have any questions in this matter.

Sincerely,

ALAN PLUMMER ASSOCIATES, INC.

TBPE Firm Reg. #13



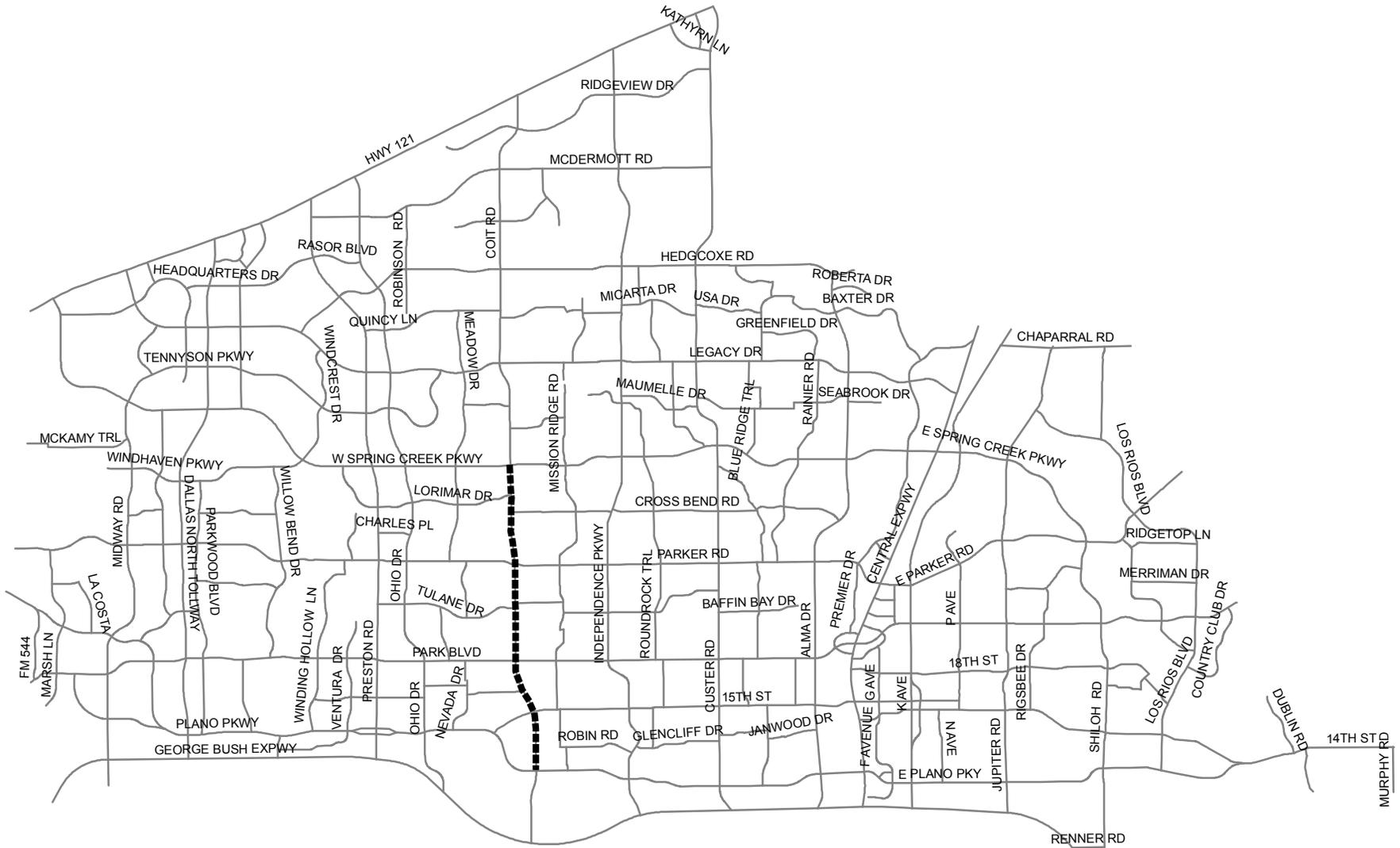
Patrick Moseley, P.E.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/25/2011		
Department:		Public Works Administration / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Kim McFarland (972-769-4109)				
CAPTION				
<i>Award of Bid No. 2011-209-B, for the 2010-11 Arterial Concrete Pavement Rehab Project – Coit Road – Plano Parkway to Spring Creek Parkway, Project No. 6117 to Jerusalem Corporation in the amount of \$698,525 and authorizing the City Manager or his designee to execute all necessary documents.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,628,350	5,157,000	2,300,000	9,085,350
Encumbered/Expended Amount	-1,628,350	-1,855,993	0	-3,484,343
This Item	0	-698,525	0	-698,525
BALANCE	0	2,602,482	2,300,000	4,902,482
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: Funds are included in the 2010-11 Capital Reserve Fund. This item, in the amount of \$698,525, will leave a current year balance of \$2,602,482 for the Arterial Concrete project.</p> <p>STRATEGIC PLAN GOAL: Concrete pavement rehabilitation relates to the City's Goal of Financially Strong City Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the bid from Jerusalem Corporation for the 2010-11 Arterial Concrete Pavement Rehab Project – Coit Road – Plano Parkway to Spring Creek Parkway, in the amount of \$698,525.20, for Alternate No. 1 (Cement with Nitrogen Oxides <1.7#Nitrogen Oxides/Ton of Clinker) which is within 5% of the base bid, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the repair of 88,929 square feet of street pavement, 4,176 linear feet of curb, 9,486 square feet of sidewalk and reconstruction of 55 barrier free ramps on Coit Road between Plano Parkway and Spring Creek Parkway.</p> <p>The secondary vendor being recommended is Jet Underground, Inc. in the amount of \$748,933.00.</p> <p>Engineer's estimate for this project is \$798,963.19.</p>				
List of Supporting Documents: Bid Tabulation; Location Map			Other Departments, Boards, Commissions or Agencies	

2010 - 2011 ARTERIAL CONCRETE PAVEMENT REHAB COIT ROAD - PLANO PARKWAY TO SPRING CREEK PARKWAY LOCATION MAP



CITY OF PLANO

BID NO. 2011-209-B

**2010-11 Arterial Pavement Rehab Coit Road – Plano Parkway to Spring Creek Parkway Project No. 6117
CORRECTED BID TABULATION**

Bid opening Date/Time: June 20, 2011 @ 3:30PM

Number of Bids Submitted: 3

<u>COMPANY NAME</u>	<u>Total Bid</u>	<u>Bid Bond Present</u>	<u>Alternate 1</u>
Jerusalem Corp.	\$698,525.20	Yes	\$698,525.20
Jet Underground Utilities Inc.	\$748,933.00	Yes	\$748,933.00
Jim Bowman Construction Co. LP	\$755,480.71	Yes	\$755,480.71

Nancy Corwin

June 20, 2011

Nancy Corwin, Buyer

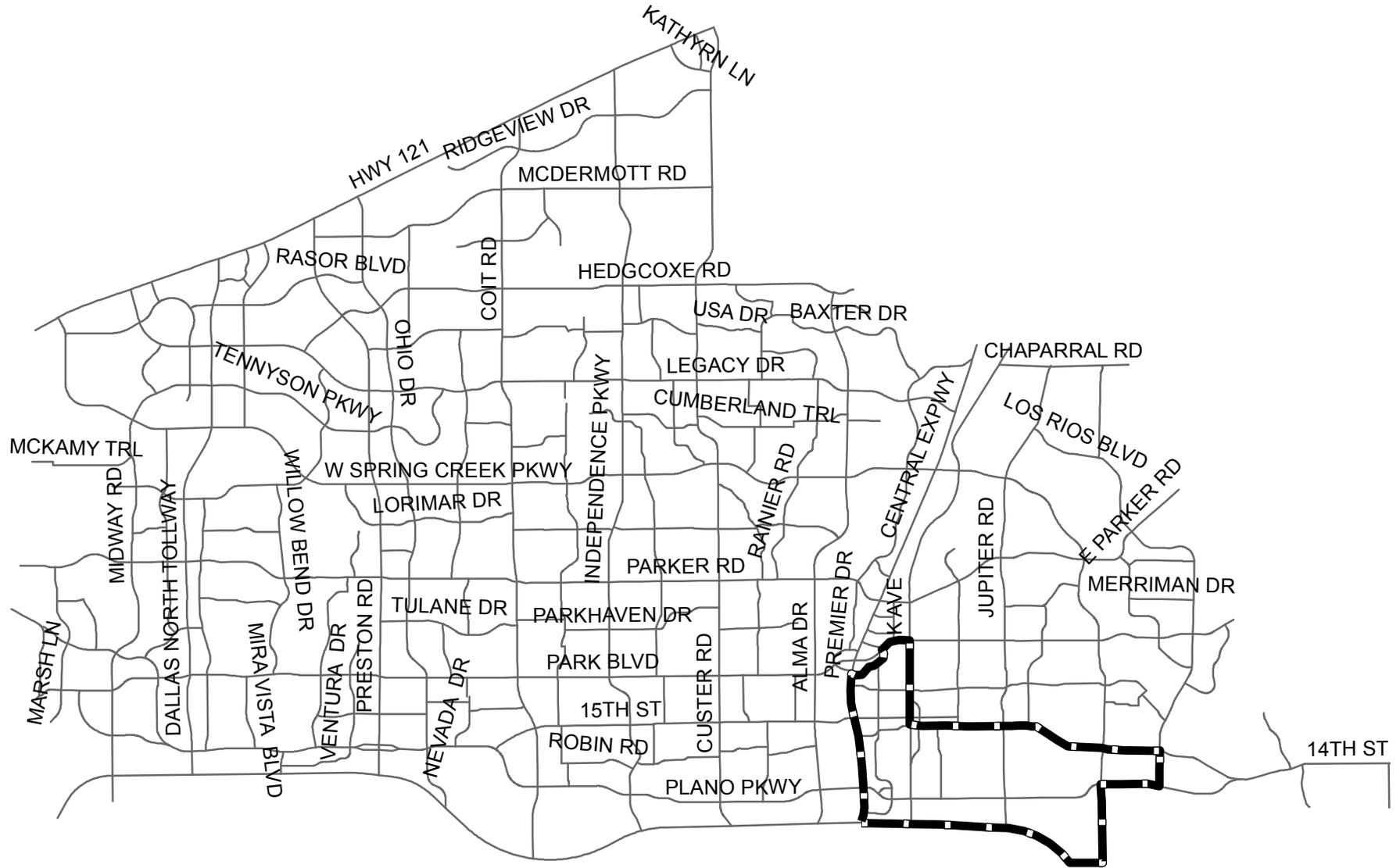
Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/25/2011		
Department:		Public Works Administration / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Kim McFarland (972-769-4109)				
CAPTION				
<i>Award of Bid No. 2011-211-B, for the 2010-11 Residential and Industrial Concrete Pavement Rehab Project, Zone N2 & P2, Project No. 6148 to Jerusalem Corporation in the amount of \$927,535 and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,467,415	6,510,000	3,000,000	10,977,415
Encumbered/Expended Amount	-1,467,415	-4,314,187	0	-5,781,602
This Item	0	-927,535	0	-927,535
BALANCE	0	1,268,278	3,000,000	4,268,278
FUND(s): CAPITAL RESERVE				
COMMENTS: Funds are included in the FY 2010-11 Capital Reserve CIP Fund. This item, in the amount of \$927,535 will leave a current year balance of \$1,268,278 for the Residential Street and Alley Replacement project.				
STRATEGIC PLAN GOAL: Street and alley pavement repairs relate to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
<p>Staff recommends the bid from Jerusalem Corporation for the 2010-11 Residential and Industrial Concrete Pavement Rehab Project Zone N2 & P2, in the amount of \$927,535.00, for Alternate No. 1 (Cement with Nitrogen Oxides <1.7#Nitrogen Oxides/Ton of Clinker) which is within 5% of the base bid be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the repair of 162,000 square feet of street pavement, 4,050 square feet of alley pavement, 10,000 linear feet of curb, 10,000 square feet of sidewalk and reconstruction of 20 barrier free ramps in the residential area between Central Expressway and K Avenue, from the south City Limits to Park Boulevard (includes the Douglas Community). Repairs will also be made to the commercial/industrial area between 14th Street and the south City Limits from Central Expressway to Shiloh Road.</p> <p>The secondary vendor being recommended is Jim Bowman Construction Company, LP in the amount of \$946,646.50.</p> <p>Engineer's estimate for this project is \$950,000.00.</p>				
List of Supporting Documents: Bid Tabulation; Location Map			Other Departments, Boards, Commissions or Agencies	

PROJECT LOCATION MAP



CITY OF PLANO

BID NO. 2011-211-B

2010-11 Residential & Industrial Concrete Pavement Rehabilitation Project – Zones N2 & P2 Project 6148 CORRECTED BID TABULATION

Bid opening Date/Time: June 27, 2011 @ 3:00PM

Number of Bids Submitted:

<u>COMPANY NAME</u>	<u>Total Bid</u>	<u>Bid Bond Present</u>	<u>Alternate 1</u>
Jerusalem Corp	\$927,535.00	Yes	\$927,535.00
Jim Bowman Construction Co. LP	\$946,646.50	Yes	\$946,646.50
Jet Underground Utilities, Inc	\$1,043,067.00	Yes	\$1,043,067.00
Estrada Concrete Co.	\$1,063,776.40	Yes	\$1,063,776.40
Texas Standard Construction	\$1,914,848.00	Yes	\$1,914,848.00

Nancy Corwin

June 27, 2011

Nancy Corwin, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	7/25/11
Department:	Public Works
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #):	Irene Pegues (7198) Project No. 5933

CAPTION

Bid No. 2011-206-B for Park Estates Water Rehabilitation to RKM Utility Services, Inc. in the amount of \$1,536,896 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	87,805	463,000	1,330,000	1,880,805
Encumbered/Expended Amount	-87,805	-69,060	0	-156,865
This Item	0	-1,536,896	0	-1,536,896
BALANCE	0	-1,142,956	1,330,000	187,044

FUND(S): WATER CIP

COMMENTS: Funds are included in the Water CIP for the Park Estates Water Rehab project. This item, in the amount of \$1,536,896 will be encumbered in the current fiscal year and carry forward into the cash allocations of 2011-12.

STRATEGIC PLAN GOAL: Park Estates Water Rehab project relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Staff recommends the Alternate No. 1 bid of RKM Utility Services, Inc., in the amount of \$1,536,896.00, be accepted as the lowest responsible bid, conditioned on timely execution of any necessary contract documents. Alternate No. 1 utilizes cement that is manufactured by a means that meets or is below TCEQ source cap limits. The base bid utilizes cement that does not meet that requirement.

The second vendor being recommended is Jim Bowman Construction Co., L.P., in the amount of \$1,761,264.90. The engineer's estimate was \$1,800,000.

The project consists of the reconstruction of approximately 13,000 feet of waterline, located in the following streets:

- | | |
|------------------|--|
| Anchor Drive | Bronze Leaf Drive to Mission Ridge Drive |
| Catalpa Trail | Savage Drive to Cumberland Drive |
| Sandy Trail Lane | Brouette Court to East End |
| Crooked Lane | Norfolk Drive to Andover Drive |
| Seltzer Drive | Martingale Drive to End |



CITY OF PLANO COUNCIL AGENDA ITEM

Martingale Drive	Cross Bend Road to Seltzer Drive
Granada Place	Santiago Drive to End
Montego Place	Santiago Drive to End
Nova Trail	Mission Ridge Road to Santana Lane
Brown Deer Trail	Timothy Drive to Old Orchard Drive
Santana Lane	Nova Trail to 260 Feet North
Landau Court	Sandy Trail Lane to End
Brouette Court	Sandy Trail Lane to End
Sandy Trail Court	Sandy Trail Lane to End
Brougham Lane	Sandy Trail Lane to Spring Creek Parkway

List of Supporting Documents:
Location Map, Bid Summary

Other Departments, Boards, Commissions or Agencies
N/A

CITY OF PLANO

Bid No. 2011-206-B

Park Estates Water Rehabilitation - Project No. 5933

Bid Recap

Bid opening Date/Time: June 21, 2011 @ 3:00 PM

Number of Vendors Notified: 1345

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 6

Vendor Name	Base Bid	Alternate No. 1
RKM Utility Services, Inc	\$ 1,536,896.00	\$ 1,536,896.00
Jim Bowman Construction Co. L.P.	\$ 1,761,264.90	\$ 1,761,264.90
MACVAL Associates, LLC	\$ 1,865,511.00	\$ 1,865,511.00
The Fain Group, Inc.	\$ 1,877,895.50	\$ 1,877,895.50
Tri-Con Services	\$ 1,890,375.00	\$ 1,890,375.00
Gin-Spen, Inc	\$ 2,144,760.30	\$ 2,144,760.30

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

RKM Utility Services, Inc

Heather Parkerson

Heather Parkerson, Buyer

July 5, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/25/11		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):			Irene Pegues (7198)	
			Project No. 6073	
CAPTION				
Bid No. 2011-233-B for Custer Pump Station to Archer Western Construction, LLC, in the amount of \$5,453,000; and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	360,000	4,330,000	4,690,000
Encumbered/Expended Amount	0	-359,100	0	-359,100
This Item	0	-5,453,000	0	-5,453,000
BALANCE	0	-5,452,100	4,330,000	-1,122,100
FUND(S): WATER CIP, EQUIPMENT REPLACEMENT FUND AND INTERLOCAL AGREEMENT WITH NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)				
<p>COMMENTS: Funds are included in the Water CIP (\$3,990,000) and Equipment Replacement Fund (\$700,000). Also, the North Texas Municipal Water District (NTMWD) will remit \$303,000 to the City for this project. This item, in the amount of \$5,453,000, will be encumbered in the current fiscal year and carry forward into the cash allocations of 2011-12.</p> <p>The lowest responsible bid was higher than the Engineer's estimate of \$5,000,000. There is a companion agenda item approving an ordinance transferring the sum of \$900,000 from the Water & Sewer Fund unappropriated fund balance to the Water capital appropriation for fiscal year 2010-11 for the Custer Pump Station project.</p> <p>STRATEGIC PLAN GOAL: Rehabilitation of the Custer Pump Station relates to the City's Goal of Financially strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the base bid plus Alternate No. 1 (mobile pump station) of Archer Western Construction, LLC, in the amount of \$5,453,000, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents. The second vendor being recommended is Legacy Contracting, LP, dba Control Specialist Services, LP, in the amount of \$5,764,000.</p> <p>Engineer's estimate was \$5,000,000.</p> <p>The project consists of rehabilitation of Custer Pump Station, including replacement of all pumps, motors, controllers, emergency generators and building renovations. A North Texas Municipal Water District (NTMWD) metering station will also be constructed and funded by NTMWD.</p>				
List of Supporting Documents: Location Map, Bid Summary			Other Departments, Boards, Commissions or Agencies N/A	

CUSTER PUMP STATION



Location Map

7/12/2011

CITY OF PLANO

Bid No. 2011-233-B

Custer Pump Station Renovations and Improvements - Project No. 6073

Bid Recap

Bid opening Date/Time: July 18, 2011 @ 3:00 PM

Number of Vendors Notified: 3,368

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 5

Vendor Name	Base Bid	Alternate No. 1
Archer-Western Construction, LLC	\$ 5,244,000	\$ 5,453,000
Legacy Contracting, LP, dba Control Specialist Services, LP	\$ 5,520,000	\$ 5,764,000
Red River Construction Co	\$ 5,619,100	\$ 5,933,400
Gracon Construction, Inc	\$ 5,654,000	\$ 5,892,000
JR Sheldon and Co. Inc	\$ 5,671,000	\$ 5,934,000

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):
Archer Western Construction

Heather Parkerson

July 19, 2011

Heather Parkerson, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/25/11			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Glenna Hayes x 7539					
CAPTION					
CSP No. 2011-36-C for an initial two (2) year contract with three (3), one (1) year City optional renewals for EMS Billing and Collection Services from Digitech Computer, Inc., to be utilized by the Fire Department in the estimated annual amount of \$173,250 and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11, 2011-12, 2012-13; plus 3 add'l Annual Contract with Renewals	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	186,000	822,938	1,008,938
Encumbered/Expended Amount		0	-105,341	0	-105,341
This Item		0	-43,312	-822,938	-866,250
BALANCE		0	37,347	0	37,347
FUND(S): GENERAL FUND					
<p>COMMENTS: This item approves estimated expenditures based on price quotes. Annual expenditures will be made in the Fire Department based on ambulance services rendered, and the subsequent billing and collection services as needed for those services, within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2010-11 with Digitech under this contract is \$43,312. The estimated future annual expenditure is \$173,250 in FY's 2011-12 thru 2014-15, and then \$129,938 in FY 2015-16, and will be made within the annually approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: The contracting of ambulance billing and collection services relates to the City's goal of Financially Strong City with Service Excellence and Safe, Large City.</p>					
SUMMARY OF ITEM					
<p>Staff recommends the proposal of Digitech Computer, Inc. at the annual fee of 4.95% as a percentage of collections (estimated annual expenditure of \$173,250) be accepted as the best overall value, and conditioned upon timely execution of any necessary contract documents. This award will establish an annual contract with renewals for EMS Billing and Collection Services to be utilized by the Fire Department (2011-36-C).</p>					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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



MEMORANDUM

From the Office of the Fire Chief

Date: July 11, 2011
To: Glenna Hayes, Purchasing
From: Hugo Esparza, Fire Chief 
Subject: EMS Billing and Collection Services – CSP No. 2011-36-C

The Plano Fire Department requested proposals from qualified firms for EMS billing and collection services. A total of eight firms submitted proposals, two of which were deemed non-responsive. The two non-responsive firms were removed from consideration for failure to meet the minimum requirement to provide proof of either engagement in, or completion of, a Statement of Auditing Standards (SAS) No. 70 Type II¹ certification at the time of proposal submission

The proposals submitted by the remaining six firms were subsequently evaluated by an internal evaluation team. Two of the six firms, Digitech Computer, Inc. and Med 3000, were selected to continue in the evaluation process. While both companies would be a viable selection to provide EMS billing and collection services, the evaluation team found Digitech Computer, Inc. to have a stronger overall business rating with respect to its work experience, compliance oversight, industry practices, and ability to maximize revenues for the City of Plano:

- Digitech has 25 years' experience in developing billing and collection systems for the medical transportation industry, while Med 3000 has only 16.
- Digitech's compliance program includes regular compliance audits and reviews conducted by an independent, third-party agency.
- Digitech coders are required to be certified by the Centers for Medicare & Medicaid Services (CMS), while Med 3000 did not indicate the certification level of its coders.
- Digitech owns and controls its billing software platform, allowing software and programming changes to more easily take place. Med 3000 does not own its billing software platform.
- Digitech's data security and recovery plan includes both primary and secondary data centers. Their primary data center has a Tier 3 rating (hardened facility with

¹Statement on Auditing Standards (SAS) No. 70, Service Organizations, is a widely recognized auditing standard developed by the American Institute of Certified Public Accountants (AICPA). A service auditor's examination performed in accordance with SAS No. 70 (also commonly referred to as a "SAS 70 Audit") is widely recognized because it represents that a service organization has been through an in-depth audit of its control objectives and control activities, which often include controls over information technology and related processes.

redundant data back-up capability). Med 3000 did not indicate the level of data security and recovery in its proposal.

- As an option, the CSP allowed submitting firms to propose multiple financial solutions to assist the City of Plano in the purchase of new EMS billing and collections hardware. Digitech proposed two options to assist in the purchase of new hardware by using either a percentage of collections or a capital advance (lease) program. Med 3000 elected not to submit a hardware purchase option.
- Digitech projected a first-year revenue increase of approximately \$800,000 with no increase in the current ambulance billing rate, while Med 3000 projected a first-year revenue increase of \$400,000.

Should the City of Plano decide not to secure an outside firm to perform EMS billing and collections services, collecting an annual amount of \$3.5 million in ambulance transport fees would be extremely difficult. Not only does the City lack the experience and specialized equipment to perform EMS billing and collection services, it would also need to hire additional staff to perform this function.

Initially, Digitech Computer, Inc. proposed a fee of 4.90% of net monthly cash collections; however, during the Best and Final Offer process, the fee was increased to 4.95% to partially offset the cost for an increased scope of services. The increased scope of services includes the cost for two City employees to become certified CMS coders.

The City also successfully negotiated additional services which include the development and implementation of a compliance program for the City's EMS service that will meet or exceed CMS rules and regulations. Furthermore, an expert, third-party agency will review this compliance program annually to ensure it reflects current laws, regulations, and compliance issues.

Therefore, based upon the proposals received and evaluated for the requested services, the Plano Fire Department believes Digitech Computer, Inc. is the best value to the City of Plano and recommends awarding them the contract at a proposed fee of 4.95% of net monthly cash collections.

CITY OF PLANO
CSP NO. 2011-36-C
EMS BILLING and COLLECTION SERVICES

RECAP

CSP opening Date/Time: February 7, 2011 @ 3:00 pm

Number of Vendors Notified: 1012

Vendors Submitting "No Bids": 0

Number of Proposals Considered: 6

	Fee as a % of Collections		Estimated Annual Expenditure (collections of \$3.5 million FY 09-10)
Digitech Computer, Inc.	4.95%	\$	173,250
Med 3000	4.45%	\$	155,750
Emergicon LLC	4.75%	\$	166,250
EMS Mgmt Consultants Inc.	4.75%	\$	166,250
Intermedix Corp	5.75%	\$	201,250
Medicount Mgmt Inc.	6.50%	\$	227,500

Proposals Received - Not Considered: 2

DM Medical Billings 5.25%
Specialized Billing & Colletions
Systems of TX Inc. 8.00%

Recommended Vendor(s):

Digitech Computer, Inc. 4.95%

Glenna Hayes July 15, 2011
Glenna Hayes C.P.M.
Contract Specialist



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/25/11		
Department:		Purchasing/Fleet		
Department Head		Diane Palmer-Boeck/Reid Choate		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
Bid No. 2011-174-B for the purchase of ten (10) Utility Body Trucks 3/4 Ton & 1 Ton for Fleet Services to be utilized by Municipal Drainage, Pumping Operations, Park Support Services, Utility District #2, Meter Services, Utility Cut Services, & Sport Turf Maintenance from Reliable Chevrolet in the amount of \$293,551 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	381,000	0	381,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-293,551	0	-293,551
BALANCE	0	87,449	0	87,449
FUND(s): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are included in the FY 2010-11 Adopted Budget to purchase ten (10) Utility Trucks: unit #04303 in Municipal Drainage; unit #03323 in Pumping Operations; unit #03305 in Park Support Services; units #01336, #03326, and #04315 in Utility District #2; units #02319 and #00364 in Meter Services; unit #03307 in Utility Cut Services; and unit #00367 in Sports Turf Maintenance.</p> <p>STRATEGIC PLAN GOAL: Providing Utility Trucks for the City's fleet relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends the bid of Reliable Chevrolet in the amount of \$293,551 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fleet Department to be utilized by Municipal Drainage, Pumping Operations, Park Support Services, Utility District #2, Meter Services, Utility Cut Services, Sport Turf Maintenance (2011-174-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap			N/A	



MEMORANDUM

Date: June 15, 2011
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: **FY 10-11 Utility Body Truck Purchase Recommendation**

After review of all bids received on City of Plano Bid #2011-174-B it is the recommendation of Fleet Services to purchase all line items from Reliable Chevrolet, the lowest responsive, responsible bidder meeting specifications, in the amount of \$293,551.00.

These vehicles are for the replacement of the following vehicles:

Item 1 Replaces unit 04303 in Cost Center 471/Municipal Drainage.

Drainage vehicle used to transport crew and miscellaneous hand tools and other small mechanized equipment to and from jobsites. We are requesting this vehicle to be downgraded from a 1 ton vehicle to a ¾ ton vehicle. We also don't need the double cab on the vehicle, a cab and a half is adequate in this case.

Item 2 Replaces unit 03323 in Cost Center 764/Pumping Facilities.

Pumping Facilities crew truck used for carrying tools, supplies, and personnel to various water pump stations, water towers, and wastewater lift stations performing work and maintenance which must be completed on a daily basis.

Item 3 Replaces unit 03305 in Cost Center 643/Park Support Services.

Unit 03305 is assigned to one of (2) 643/Park Support, Electrical Technicians. This vehicle is used daily in servicing, maintaining and supporting park electrical needs citywide. Park Support Electrical Technicians perform routine electrical inspections, maintenance and repairs on park fixtures & assets throughout the park system. Responsibilities of this position using unit number 03305 include but are not limited to the following:

- Electrical support and maintenance of ALL athletic sites including sports lighting, security & parking lighting, shelter electrical, concession electrical, restroom electrical, pool recirculation pump & safety systems electrical, irrigation pump & controller electrical, and pond & aeration electrical
- Site safety electrical inspections
- Site operational electrical inspections
- Site event electrical inspections
- Special event support during and after hours (amphitheater, Balloon Fest, Dickens)
- Investigate and respond to citizen service requests
- Investigate and respond to other department service request
- Response to weather related events

- Various other activities related to park support and maintenance

If unit 03305 is not replaced or no longer available as part of Park Support's rolling stock inventory, all of the above requirements and responsibilities would be affected significantly. Park Support staff has responsibilities at all neighborhood parks, community parks, athletic sites, greenbelts and linear parks citywide. A reduction in rolling stock inventory would result in the following:

- Delays in scheduled park site condition and safety inspection
- Delays in repairs and replacements of park assets
- Delays in response to citizen service requests
- Delays in response to other department service requests
- Delays in response to weather related events

Item 4 Replaces unit 01336 in Cost Center 763/Utility District #2.

This truck is a crew truck used daily (24/7) for the operation and transport of crews, equipment, tools, and materials during the maintenance, operation, and emergency response for our City's water and wastewater infrastructure. If any are not replaced, our production and emergency response would suffer due to not being able to get the crews and necessary equipment to a job site in a timely manner.

Item 5 Replaces unit 03326 in Cost Center 763/Utility District #2.

This truck is a crew truck used daily (24/7) for the operation and transport of crews, equipment, tools, and materials during the maintenance, operation, and emergency response for our City's water and wastewater infrastructure. If any are not replaced, our production and emergency response would suffer due to not being able to get the crews and necessary equipment to a job site in a timely manner.

Item 6 Replaces unit 04315 in Cost Center 763/Utility District #2.

This truck is a crew truck used daily (24/7) for the operation and transport of crews, equipment, tools, and materials during the maintenance, operation, and emergency response for our City's water and wastewater infrastructure. If any are not replaced, our production and emergency response would suffer due to not being able to get the crews and necessary equipment to a job site in a timely manner.

Item 7 Replaces unit 02319 in Cost Center 765/Meter Services.

This truck is a crew truck used daily (24/7) for the operation and transport of crews, equipment, tools, and materials during the maintenance, operation, and emergency response for our City's water and wastewater infrastructure. If any are not replaced, our production and emergency response would suffer due to not being able to get the crews and necessary equipment to a job site in a timely manner.

Item 8 Replaces unit 00364 in Cost Center 765/Meter Services.

This truck is a crew truck used daily (24/7) for the operation and transport of crews, equipment, tools, and materials during the maintenance, operation, and emergency response for our City's water and wastewater infrastructure. If any are not replaced, our production and emergency response would suffer due to not being able to get the crews and necessary equipment to a job site in a timely manner.

Item 9 Replaces unit 03307 in Cost Center 767/Utility Cut Services.

This truck is a crew truck used daily (24/7) for the operation and transport of crews, equipment, tools, and materials during the maintenance, operation, and emergency response for our City's water and wastewater infrastructure. If any are not replaced, our production and emergency response would suffer due to not being able to get the crews and necessary equipment to a job site in a timely manner.

Item 10 Replaces unit 00367 in Cost Center 647/Sports Turf Maintenance.

Unit #00367 is a 1-ton truck with a utility body. This truck is used exclusively by one of the three Irrigation Technician positions in dept. 647. There are over 400 acres of irrigated turf located at 16 sites in the athletic inventory. Each of the three Irrigation Technicians is responsible for maintaining over 100 acres of irrigation system. Due to the large open areas of turf associated with athletic fields, all of the components of athletic irrigation system are larger and more complex than a public building, median, or a neighborhood park. Each Irrigation Technician must carry an inventory of parts, supplies, and tools with him at all times in order to make the necessary repair or trouble shoot.

There is not another vehicle available to replace this unit. Irrigation repairs would not be addressed, which would lead to poor turf quality which will create poor and unsafe playing surfaces for athletic field users.

All items are scheduled replacements in the approved FY10-11 Equipment Replacement Fund. Equipment replacement is analyzed based of age, mileage, maintenance cost and re-sale value in determining the need for replacement. The above trucks are from 6-11 years old and all above 100,000 miles. History tells us when the age of vehicles reaches 6 years and the mileage is greater than 100,000 miles the cost for maintenance increases greatly. Fleet Services recommendation is based on the Equipment Replacement criteria for these types of vehicles.

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

CITY OF PLANO

BID NO. 2011-174-B
Utility Body Trucks ¾ Ton & 1 Ton

BID RECAP

Bid opening Date/Time: May 20, 2011 @ 3:30 pm

Number of Vendors Notified: 440

Vendors Submitting "No Bids": 0

Number of Bids Submitted Responsive to Bid: 4

Reliable Chevrolet	\$293,551.00
Sam Pack's Five Star Ford of Carrollton	\$295,390.00
Baby Jack II Automotive (Caldwell Country Chevrolet)	\$296,863.00
Randall Reeds Prestige	\$302,350.00

Recommended Vendor:

Reliable Chevrolet	\$293,551.00
--------------------	--------------

Earl S. Whitaker

Earl S. Whitaker
Buyer II

June 20, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		July 25, 2011		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
To approve a contract for the purchase of Altiris 7 Migration Software in the amount of \$71,400 from Intuitive Technology Group through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-600)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	75,000	0	75,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-71,400	0	-71,400
BALANCE	0	3,600	0	3,600
FUND(S): TECHNOLOGY FUND (062)				
COMMENTS: Funds are included in the 2010-11 Technology Services budget for this item. Remaining funds will be used for other items related to the Workflow and Asset Management Project #62371.				
STRATEGIC PLAN GOAL: Software support services relate to the City's Goal of Service Excellence.				
SUMMARY OF ITEM				
Technology Services recommends Council approval to purchase an upgrade to our Altiris Software from Version 6 to Version 7.1 in the amount of \$71,400 from Intuitive Technology Group. This upgrade will allow us to use workflow for change management as well as routing service requests. This expense will include redesign of the existing environment to accommodate the primary suites of CMS7 and AMS7 and will ensure the ability to run accurate inventory reports on both managed and non-managed devices. The City is authorized to purchase from the State of Texas Contract List pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-600).				
List of Supporting Documents: Staff Memo and Contract			Other Departments, Boards, Commissions or Agencies	

Memorandum

To: Diane Palmer-Boeck
Chief Purchasing Officer

From: David Stephens
Director, Technology Services

Date: July 15, 2011

Re: Recommendation Memo for Intuitive Technology Group

As the City's Technology Department's implements IT Infrastructure Library (ITIL) into its service desk, it is necessary to upgrade our software to achieve this goal. This includes a redesign of the existing environment to accommodate the primary suites of CMS7 and AMS7. This will ensure the ability to run accurate inventory reporting on both managed and non-managed devices.

As final deliverables at the completion of this time-based engagement, the following solutions will be delivered as installed and configured. Altiris 7 SMP platform with Deployment Solution for deploying Ghost OS images, Software Delivery, Inventory Solution for hardware and software reporting and PC Anywhere for remote control. To help us in this endeavor, we recommend Intuitive, a DIR vendor.

Currently the City is using an older version of the software Altiris. In order to implement the ITIL standards, we need to upgrade from version 6 to version 7.1. This will allow us to use "workflow" for change management as well as routing service requests.

It is estimated to take approximately 10 weeks to complete the project. Intuitive Technology Group bid \$71,400 and Xcend bid \$100,000. While the weekly cost was very similar, Intuitive has local staff and the City would save on the travel expenses.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND INTUITIVE TECHNOLOGY GROUP, LLC
FOR PURCHASE AND INSTALLATION OF ALTIRIS SOFTWARE
UPGRADE FROM VERSION 6 TO VERSION 7.1**

THIS CONTRACT is made and entered into by and between **INTUITIVE TECHNOLOGY GROUP, LLC**, a Minnesota limited liability company, whose address is 1650 West 82nd Street, Suite 650, Bloomington, Minnesota 55431, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide the software upgrades and licenses for the software needed to run IT Infrastructure Library (ITIL) through the City's service desk. These services shall be provided in accordance with this Contract and with the Department of Information Resources Contract No. DIR-SDD-600, a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Technology Services Department. This Contract consists of:

- (a) This Contract;
- (b) The Department of Information Resources Contract No. DIR-SDD-600 on file with the City of Plano Technology Services Department;
- (c) Intuitive Technology Group, LLC Service Quote (Exhibit "A");
- (d) Insurance Requirements and Certificate of Insurance (Exhibit "B");and
- (e) Affidavit of No Prohibited Interest (Exhibit "C").

In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **SEVENTY ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$71,400.00)**.

**III.
TIME OF COMPLETION**

Contractor agrees and covenants that all work hereunder shall be complete within one hundred twenty (120) days following notice to proceed from City.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the services described in the Contract Documents and Exhibit "A" attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under the Department of Information Resources Contract No. DIR-SDD-600 or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.
CITY CONTACT**

If requested by Contractor, City will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Contractor.

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

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

**VII.
TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in the Contract Documents. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY

CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

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

**X.
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.

**XI.
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor affiliate. An assignment of this Contract with the consent of the City or to an affiliate of Contractor is conditioned on the assignee agreeing to be bound by the terms of this Contract. Contractor may subcontract any portion of its performance under this Contract. 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. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

**XII.
INDEPENDENT CONTRACTOR**

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

XIII.
INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in Exhibit "B" including the City as a named insured.

XIV.
FORCE MAJEURE

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

XV.
AFFIDAVIT OF NO PROHIBITED INTEREST

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

XVI.
TERMINATION FOR CAUSE

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default that is acceptable to Contractor and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

Any termination of this Contract will not relieve either party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become due and payable immediately upon termination of this Contract. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

XVII.
SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However,

upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVIII.
TERMINATION FOR CONVENIENCE**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

**XIX.
MAILING OF NOTICES**

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

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: David Stephens

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

Intuitive Technology Group, LLC
1650 West 82nd Street, Suite 650
Bloomington, Minnesota 55431
Attn: Jason Livingston
Managing Director

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.

**XX.
ENTIRE AGREEMENT**

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

City agrees to reference this Contract and the Department of Information Resources Contract No. DIR-SDD-600 on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract shall not affect its

applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XXI.
AUTHORITY TO SIGN**

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

**XXII.
SUCCESSORS AND ASSIGNS**

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

**XXIII.
HEADINGS**

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

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

INTUITIVE TECHNOLOGY GROUP, LLC

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

CITY OF PLANO, TEXAS

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

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF MINNESOTA §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2011 by _____, (*Authorized representative*) _____ (*Title*) of **INTUITIVE TECHNOLOGY GROUP, LLC**, a Minnesota limited liability company, on behalf of said limited liability company.

Notary Public, State of Minnesota

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

Notary Public, State of Texas



SERVICE QUOTE
 Intuitive Technology Group
 2001 Killebrew Drive Suite 305
 Bloomington, MN 55425
 www.be-intuitive.com

Quote Number: 02072011DKP
 Date: 2/7/2011
 Valid Until: 8/31/2011
 DIR Contract: DIR-SDD-600

Quoted by: Deanne Phillips
 Email: deanne.phillips@be-intuitive.com
 Phone: (972) 365-3311

Customer: City of Plano
 Contact: Cindy Smith
 E-mail: cindys@plano.gov
 Phone: 972-941-5140

Sales Rep: Deanne Phillips
 Email: deanne.phillips@be-intuitive.com
 Phone: (972) 365-3311

Qty	Item Number	Item Description	List Price	Discounted Rate	Total Price
10		Altiris Enterprise Consulting-weekly rate	\$9,000.00	\$7,140.00	71,400.00
				Subtotal:	\$ 71,400.00
				Tax:	
				Shipping:	
				TOTAL:	\$ 71,400.00

*All prices are in US Dollars

Terms: Net 30

Notes: This price quote does not include applicable sales tax. If your purchase qualifies for a tax-exempt status, please send a copy of your "Tax Exempt Certificate" with your purchase order. If no certificate is received at the time of order, Intuitive will charge the appropriate sales tax for your location.

Requirements: The following information must be provided before an order can be fulfilled (incomplete information may delay an order): Purchase Order #, Quote Number, Sales Rep, and a copy of a tax exemption certificate (if applicable).

Expenses: Where non-local resources are assigned, actual travel and expenses (including a per-diem rate set at USD \$50 per day) will be billed to the customer within 90 (ninety) days of the project's completion. Intuitive Technology Group will book travel with customer preferred vendors if desired.

City of Plano Insurance Requirements

Requirements

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

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

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
1. Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

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

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SL

DATE (MM/DD/YYYY)

06/21/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Vermillion Insurance Agency 255 W 33rd Street Hastings, MN 55033	651-480-4636	CONTACT NAME:	
	651-437-8455	PHONE (A/C, No., Ext):	FAX (A/C, No.):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #: INTUT-1	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Intuitive Technology Group, LLC 1650 82nd St W Bloomington, MN 55431	INSURER A : The Hartford		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	41SBAZP5171	05/11/11	05/11/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		41SBAZP5171	05/11/11	05/11/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$		41SBAZP5171	05/11/11	05/11/12	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	41WECBE6560	05/30/11	05/30/12	<input type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is also additional insured in regards to General Liability

Waiver of Subrogation applies to Workers Compensation policy

CERTIFICATE HOLDER

CANCELLATION

CITYPLA City of Plano Attn: Purchasing Division P O Box 860358 Plano, TX 75086-0358	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**INSURANCE REQUIREMENT AFFIDAVIT
(SUPPLEMENTAL INFORMATION)**

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this proposal.

[Signature]
Agent's Signature

ADAM PETTIT
Agent's Name Printed

HARTFORD
Name of Insurance Carrier

255 N. 33RD ST.
Address of Agency

HASTINGS, MN 55033
City, State, Zip

651.480.4636
Phone number where Agent may be contacted

INTUITIVE TECHNOLOGY GROUP LLC
Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named Adam Pettit
on this the 14th day of June, 2011.



[Signature]
Notary Public in and for the State of MN.

NOTE TO AGENT:
IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

INTUITIVE TECHNOLOGY, LLC

By: _____
Signature

Print Name

Title

Date

STATE OF MINNESOTA §
 §
COUNTY OF _____ §

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

Notary Public, State of Minnesota



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/25/11		
Department:	Public Works			
Department Head:	Gerald P. Cosgrove			
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 6165
CAPTION				
To approve an Engineering Services Agreement by and between the City of Plano and ARCADIS U.S., Inc., in the amount of \$283,305, for 2011 Water Quality Study and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	-283,305	0
BALANCE		0	-283,305	0
FUND(S): WATER & SEWER FUND				
<p>COMMENTS: Funds were not included in the FY 2010-11 Water & Sewer Fund for this item. There is a companion agenda item approving an ordinance transferring the sum of \$300,000 from the Water & Sewer Fund unappropriated fund balance to the Water & Sewer Fund operating appropriation for fiscal year 2010-11 for the water quality study.</p> <p>STRATEGIC PLAN GOAL: A water quality study relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
This agreement with ARCADIS U.S., Inc. is for engineering services for the 2011 Water Quality Study to include water quality and regulatory assessment, development of an all pipes computer model, development of a long term water quality strategy and a strategic flushing program.				
The contract fee is for \$283,305 and is detailed as follows:				
	Water Quality & Regulatory Assessment		\$ 79,017	
	Computer Model		\$ 84,469	
	Long Term Water Strategy		\$ 62,490	
	Strategic Flushing Program		\$ 43,556	
	Final Report		\$ 13,773	
	TOTAL		<u>\$283,305</u>	
Funding is available from the Utility Engineering Operating Budget.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Engineering Services Agreement			N/A	

2011 WATER QUALITY STUDY

PROJECT NO. 6165

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 **ARCADIS U.S., INC.**, a **DELAWARE** Corporation licensed to do business in the State of Texas, 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 **2011 WATER QUALITY STUDY** project located in the City of Plano, Collin and Denton County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Public Works Department, Suite 250
P.O. Box 860358
Plano, TX 75086-0358
Attn: Gerald P. Cosgrove, P.E.

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

ARCADIS U.S., Inc.
12400 Coit Road, Suite 1200
Dallas, TX 75251
Attn: Randy McIntyre, P.E.

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 and Denton County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

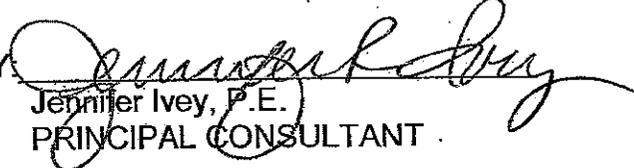
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

ARCADIS U.S., INC.

A Delaware Corporation licensed to do
business in the State of Texas

DATE: July 14, 2011

BY: 
Jennifer Ivey, P.E.
PRINCIPAL CONSULTANT

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

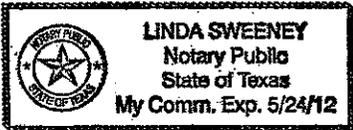
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 14th day of July, 2011, by **JENNIFER IVEY, P.E., PRINCIPAL CONSULTANT**, of **ARCADIS U.S., INC.**, a **DELAWARE** corporation licensed to do business in the State of Texas, on behalf of said corporation.



Linda Sweeney

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES

I. INTRODUCTION

The City of Plano (City) has indicated the need for a comprehensive study and the development of an all pipes operational hydraulic model that will assist in improving the water quality delivered to its customers. In June 2010 and April 2011, the City experienced water quality challenges resulting in failed coliform testing.

The City receives its potable water supply from the North Texas Municipal Water District (NTMWD) through 5 metered connections and one ground storage tank at Avenue N. Once each year NTMWD switches from chloramines and conducts a free chlorine maintenance. Currently, the City does not have the ability to boost chlorine in its distribution system. The City has an un-calibrated extended period simulation hydraulic model that includes the major transmission lines and has geographical information systems information on all water pipes and facilities.

The main objective of this project is to identify the primary causes of the water quality episodes experienced by the City during June 2010 and April 2011 and to provide recommendations to the City to solve or reduce the likelihood of a recurrence of a water quality episode. Additional objectives include:

- Better familiarize City staff with water quality terms and processes.
- Characterize the condition of the water in the distribution system using historical data and the development of a source-to-tap water quality monitoring program. The monitoring program will augment the monitoring currently in place based on Malcolm Pirnie, the Water Division of ARCADIS (Pirnie/ARCADIS) recommendations under the Phase I Water Quality Study Sampling Plan (dated May 2011).
- Investigate current and future regulations related to the City's distribution system water quality.
- Develop and define water quality goals for the City.
- Aid the City with public communication.
- Develop an operational model to determine water age and system hydraulics that may be impacting water quality and develop recommendations to reduce water age and improve water quality.
- Evaluate storage tank mixing and develop recommendations to improve mixing and water quality either through operational modifications or through physical enhancements.
- Develop a water flushing program for specific areas within the distribution system to manage water age and help maintain water quality.

The scope of services includes an evaluation of the current practices employed to operate and maintain the distribution system. Recommendations include methods that contribute to better distribution of system water quality, reduce water age, minimize the potential for nitrification, and conserve water. As part of this scope of services Pirnie/ARCADIS will evaluate the current water quality, operational practices, and potential optimization or changes that could provide a more chemically and biologically stable finished water. Any recommendations will include consideration of the impact on the current operations and potential financial impact on future capital and operations budgets. All recommendations will be evaluated in light of current and future regulatory requirements.

A secondary objective is to investigate recent regulation (Stage 2 Disinfectant/Disinfection By-product and Total Coliform Rules) changes and develop a plan for the City to meet the compliance requirements.

The Engineer will make use of available water quality data, current study reports, design reports, existing plans and specifications, computer models, GIS, files, CADD files and any previous project deliverable that could be of benefit in developing recommendations and prevent duplication of effort to control the cost of Engineering services.

II. DETAILED TASK DESCRIPTIONS

To address the goals of this study, Pirnie/ARCADIS will conduct the professional engineering services as detailed in the following tasks. The outcome of the study will include:

- Greater staff familiarity and awareness of water quality processes, issues, and regulations.
- Evaluation of current water sampling plan, existing water quality, and operational data to characterize the water quality as it emanates from the delivery points and moves through the distribution system.
- Development of an all pipes operational hydraulic model and recommendations for operation and/or physical modifications to improve storage/elevated tank water quality and mixing.
- Defined distribution system water quality goals and a long-term water quality monitoring plan and strategy for early detection and control of residual loss and nitrification.
- Recommendations for distribution system operation and/or physical modifications and/or flushing programs to improve water quality.

Task 1 - Water Quality and Regulatory Assessment

The goal of this task is to familiarize City staff with water quality terms and processes, characterize the condition of the water in the distribution system, investigate current regulations related to the City's distribution system water quality, and aid the City with public outreach. Water quality and regulatory assessment will be accomplished under the following sub-tasks.

Task 1A. Kickoff Meeting./ Water Quality Workshop

Pirnie/ARCADIS will introduce key team members, establish project communications protocols, discuss project approach, schedule, and deliverables, and familiarize City staff with water quality terms and processes. Pirnie/ARCADIS will review the data provided by the City thus far and prepare a data request for any missing data, which may include: water usage, water quality, distribution system maps, storage and pumping facilities information, operation and maintenance logs, pipe material and age information, system operation information, flushing records, customer complaint records, previous study reports, hydraulic model and related data to conduct the Water Quality Study.

Task 1B. Historical Water Quality Assessment

Pirnie/ARCADIS will evaluate data and information to identify additional data needs and establish characteristics of water quality within the distribution system and at the entry points of the distribution system. In order to accomplish this task, the following subtasks will be performed:

- 1. Review Existing Data** - investigate Initial Distribution System Evaluation (IDSE) and Total Coliform Rule (TCR) sampling sites and data and identify data gaps.
- 2. Source Water Evaluation** - identify NTMWD's water quality treatment goals, operational goals, and practices, as well as, water treatment plant operations, practices, controls, and monitoring. A joint workshop with NTMWD is included under this task.
- 3. Investigate June 2010 and April 2011 Water Quality Episodes** - using data gathered from the water quality assessment to identify all potential causes for the two episodes. Pirnie/ARCADIS will review sampling procedures and lab results during the events, in addition to reviewing the operation and maintenance history of the distribution system. Nearby storage tanks and pump stations that were out of service during the episodes will also be investigated.

Based on the historical water quality and operational data received, Pirnie/ARCADIS will prepare summary tables and plots. The summary tables and plots will help to define the water quality issues such as chloramine residual loss, nitrification, and assist in conducting the future tasks.

Task 1C. Source-to-Tap Water Quality Monitoring and Assessment

The goal of this task is to gather critical water quality information at specific locations to better define and understand the water quality issues and maintain long-term water quality. Based on the Historical Water Quality Assessment (Task 1B), Pirnie/ARCADIS will develop a source-to-tap profiling/sampling plan to fill in data gaps and gain an understanding of water quality and inter-relating factors as water moves through the distribution system on a seasonal basis. Sampling will include key parameters that impact chemical and biological stability of the water.

With input from the City's distribution system operation staff, and utilizing the City's new hydraulic model and water quality data obtained in Tasks 1B and 2, Pirnie/ARCADIS will identify additional sampling and monitoring locations (approximately 8). For selecting these monitoring locations, Pirnie/ARCADIS will consider delivery points, influence zones, storage facilities, high water age areas, and chronic problem areas. Samples will be collected from problem (high water age) as well as non-problem (low water age) areas within the distribution system to compare the water quality at each location.

Field sampling, including the new sampling locations and pertinent water quality parameters are recommended for one year to identify seasonal variations in water quality. Both field and laboratory parameters, sampling frequency, and appropriate field test kits and laboratory methods will be defined as part of this task. Pirnie/ARCADIS will coordinate the field sampling, but the City will be responsible for collecting samples, analyzing samples and sending the necessary samples to a lab. It is understood that NTMWD's laboratory will analyze all samples under this task. Thus, the costs for sample collection and laboratory analysis are not included in the level of effort. However, Pirnie/ARCADIS has available resources to conduct or assist with this task if the City's resources are unavailable.

Pirnie/ARCADIS will also evaluate existing pump station operations and options for online testing, sampling, and booster chlorination facilities (see Task 3C). A review of up to three (3) future/proposed City pump station improvements and recommended sampling locations is also included within this task because the City plans on modifying some of their existing pump stations in the near future.

One water quality workshop is included under this task.

Task 1D. Regulatory Assessment

Pirnie/ARCADIS will review key existing and upcoming regulations, including the Stage 1 and 2 Disinfectants/Disinfection By-products Rules and the Total Coliform Rule, pertaining to the City's distribution system water quality. Pirnie/ARCADIS will also investigate how the NTMWD treatment processes will be affected by upcoming regulations and what impact they may have on the City's water.

As part of this task, Pirnie/ARCADIS will conduct a Regulatory Workshop with the City.

Task 1E. Develop and Define Water Quality Goals

Pirnie/ARCADIS will investigate the finished water distribution system water quality and work with the City to establish water quality goals. A Water Quality Goals Workshop is included within this task.

Task 1F. Public Communication and Support

Pirnie/ARCADIS will attend and/or present at up to two (2) public meetings and develop public notifications to be posted on the City's website to aid in public communication and education. Up to three (3) website postings are included under this task.

Task 1 Deliverables:

- Task 1A) Existing Data Request; Kickoff Meeting/Water Quality Workshop Agenda and Minutes
- Task 1B) Findings (summary tables/plots of historical water quality data) related to existing water quality and the two water quality episodes; Joint City/NTMWD Workshop Agenda and Minutes
- Task 1C) Drawings of Proposed Sampling Tap Locations; Data Plots with Findings/Key Observations; Sampling Results; Water Quality Assessment Workshop Agendas and Minutes (2)
- Task 1D) Regulatory Assessment Workshop Agenda and Minutes
- Task 1E) Water Quality Goals Workshop Agenda and Minutes
- Task 1F) Public Meeting Agendas and Presentations (2); City Website Postings (3)
- Technical Memorandum (draft and final) - summarizing findings from Task 1
 - Five (5) Draft Hard Copies; Five (5) Final Hard Copies; One (1) Final PDF Electronic Copy

Task 2 --All Pipes Operational Model and Water Age Optimization

It is understood that the City's existing water distribution model is generally skeletonized with limited inclusion of pipes smaller than 12-inch diameter. While this model can be used to conduct hydraulic analysis for the major pipes (needed for chlorine/chloramines conversion), it limits the model's ability to predict water movement and water age in the neighborhoods where water quality problems may be occurring.

The goal of this task is to develop an operational hydraulic model that can be used to determine hydraulic and water quality (water age) behavior in the small pipes within problematic neighborhoods. The operational hydraulic model can also be used to predict system performance under various scenarios to determine the effectiveness of various operational strategies on the hydraulic and water quality behavior within specific neighborhoods.

Task 2A. - Update Model for Pipes, Valves, Pump Curves, and Tanks

Pirnie/ARCADIS will verify City's GIS database with City staff for pipe diameters, material, and installation year as well as abandoned pipes. Pirnie/ARCADIS will add missing pipes to hydraulic model from City GIS database; review with City staff pump configurations/pump curves and add to hydraulic model; add required valves to the model; obtain storage tank dimensions and add to the model.

Task 2B. Determine and Re-allocate Demands

The City of Plano will furnish monthly water meter billing data for specified scenarios as well as land use information. Pirnie/ARCADIS will determine water demands for various seasons and reallocate and distribute the water demands from the larger pipes to the smaller pipes using the water meter billing data and land use information. Diurnal demand patterns based on the type of demand user will be incorporated into the model to allow extended period simulation modeling.

Task 2C. Incorporate System Operational Controls

Pirnie/ARCADIS will review system operational controls with City staff for the following components, and incorporate them into the hydraulic model:

- a. Tanks
- b. Pumps
- c. Flow control valves
- d. Pressure regulating valves
- e. Pressures at specific locations
- f. Flow meters
- g. Automated or intermittent flushers

Task 2D. Develop Calibration Plan for Updated Model

Pirnie/ARCADIS will provide a calibration plan to the City for the updated model. The calibration plan will include flow and pressure measurements at specified locations (typically at hydrants) at a specified frequency. The possibility of introducing a conservative tracer such as fluoride into the system at a specific location will be discussed with the City staff. It is assumed that the City staff will be responsible for data collection (approximately two days) according to the calibration plan. Pirnie/ARCADIS will utilize the field data collected by the City staff as well as pertinent SCADA information to calibrate the hydraulic model.

Any anomalies between modeled data and actual observed data will be discussed with City staff. If anomalies persist at some locations, discussions will be held with City staff for additional activities to address this issue (as additional scope of work).

Task 2E. Develop Three (3) Operational Scenarios

Pirnie/ARCADIS recommends developing three operational scenarios as listed below for the hydraulic model:

- Summer low demand
- Summer high demand
- Winter

Additional scenarios can be added to this scope of work as part of the as needed/requested special services, but this scope and fee includes three operational scenarios.

Task 2F. Determine System Water Age for Three (3) Operational Scenarios

Pirnie/ARCADIS will determine system water age and water velocities for the three operational scenarios as listed in Task 2E. Color coded water age and velocity maps will be developed for each scenario modeled. Travel time from each source (ground tanks) will be determined for each of the scenarios.

Task 2G. Recommend Operational Strategies and Capital Improvements to Maintain Water Quality

The updated and verified model, in conjunction with available water quality data, will be used to develop and recommend operational strategies for tanks, pumps, and valves to minimize water age in specific neighborhoods. Modeling results will also be used to recommend additional monitoring locations or changes in monitoring locations. The impact of various operational strategies on water age, water velocities and magnitude of flow reversals will be evaluated before recommending the

optimum operational strategies for winter and summer seasons. One workshop is included under Task 2H to discuss the findings of Task 2.

Task 2 Deliverables:

- New All Pipes Operational Hydraulic Model for five Scenarios, including:
 - Winter (1); Summer (2) high and low demand; June 2010 and April 2011 Water Quality Episodes
- Calibration Plan and Calibrated Hydraulic Model
- Pipe Water Age Analysis
- Distribution System Operational and Capital Improvements Recommendations
- Workshop to Discuss Updated Hydraulic Model and Modeling Results
- Technical Memorandum (draft and final) - summarizing findings from Task 2
 - Five (5) Draft Hard Copies; Five (5) Final Hard Copies; One (1) Final PDF Electronic Copy

Task 3 - Long-Term Water Quality Strategy

The goal of this task is to utilize the findings from the previous tasks (Tasks 1 and 2) and Task 3B to determine which combination of strategies have the greatest impact on water quality during summer and winter seasons, and to provide recommendations on best available options for controlling water quality episodes (nitrification) and for meeting compliance requirements within the City's distribution system. The recommended strategies may include a combination of tank operations changes, storage tank modifications, distribution system modifications, strategic flushing programs, booster chlorination to combine free ammonia and/or chemical stabilization of the water through pH adjustment. Where necessary, site visits of water facilities will be conducted and an evaluation of equipment and operations will be performed to address water issues. As part of this task, Pirnie/ARCADIS will evaluate the mixing conditions and water age within the City's ground storage tanks and elevated storage tanks. This task will determine the most cost-effective solutions to minimize chlorine residual loss and nitrification inside the storage tanks.

Task 3A. Water Quality Control Action Plans

Pirnie/ARCADIS will compile a trigger-based action plan with limits (maximum and minimums) for specific water quality parameters. This action plan will serve to aid City staff in understanding the distribution system water quality and help them to take a more proactive approach with managing the distribution system. Some of the

parameters in the trigger-based action plan will be based on water quality goals developed in Task 1E. As part of the water quality control strategies, Pirnie/ARCADIS will recommend on-line monitoring for various parameters (total chlorine, free ammonia, etc.) at specific problem areas throughout the distribution system. This task also includes recommendations on how to transmit data from the on-line monitoring locations to the City's monitoring system.

Pirnie/ARCADIS will conduct one workshop with City staff to review and evaluate the water quality control action plan.

Task 3B. Tank Operational / Design Strategies

Pirnie/ARCADIS will model and evaluate distribution system storage tanks and pump stations to determine their operational impacts on water quality. As part of this task, recommendations will be made to improve mixing conditions and minimize water age within three (3) storage tanks. The tank evaluation task will be accomplished under the following sub-tasks:

1. **Identify / Prioritize Problematic Storage Tanks** - Pirnie/ARCADIS will conduct a preliminary desktop assessment of the City's eleven (11) elevated and ground storage tanks. This assessment will consider the tank volume, type, geometry, inlet/outlet design, seasonal turnover, historical operations, and water quality data in the vicinity of the tanks. Based on desktop assessment and in discussion with City operations staff, Pirnie/ARCADIS will identify the four most problematic storage tanks for more detailed evaluation.
2. **Conduct Computation Fluid Dynamics (CFD) Modeling** - for the three storage tanks selected, we will conduct CFD modeling to determine the most cost-effective solutions to maintain water quality. The CFD modeling results will be used to: (i) determine mixing/water quality conditions under the existing operating and design scenario, (ii) identify any potential operational and/or physical improvements needed to reduce poorly mixed or stagnant zones in the tank, and (iii) evaluate the mixing/water quality conditions for the recommended improvements. The preliminary results and recommendations from CFD modeling will be presented to City staff. The recommendations will be finalized with input from the City staff.
3. **Storage Tank Temperature Monitoring** - temperature probes can be installed into the three tanks to confirm the findings of the CFD modeling, and determine the impact operational and/or design changes (after implementation). Pirnie/ARCADIS can provide the equipment for City staff to install the temperature monitors. However, this item is not included in the basic scope of

services. If requested and authorized by the City, this item can be performed as part of as needed special services.

Task 3C. System Design Improvements

Based on the findings from Tasks 1, 2, 3A, and 3B Pirnie/ARCADIS will recommend design improvements throughout the City's distribution system. Design improvements may include: booster chlorination systems, pH adjustment, installation of new pipes, etc. The actual design of the system improvements is not included within this scope of work. The design improvement recommendations will be included within the technical memorandum for Task 3.

One workshop is included under Task 3B with the purpose to review and evaluate various alternatives and recommendations for capital improvements and operational modifications to determine the best long-term strategy for the City. The workshop will review and consider capital programs, operational planning, funding and future water quality changes (NTMWD change to ozone disinfection) and regulatory impacts.

Task 3 Deliverables:

- Task 3A) Recommended Water Quality Control Action Plan; Long-Term Water Quality Control Strategy Workshop Agenda and Minutes
- Task 3B) CFD Model Results; Recommendations for Modifying the Operational Strategies to Improve Water Quality; CFD Modeling Results and Operational Strategies Workshop Agenda and Minutes
- Technical Memorandum (draft and final) - summarizing findings from Task 3
 - Five (5) Draft Hard Copies; Five (5) Final Hard Copies; One (1) Final PDF Electronic Copy

Task 4 - Strategic Flushing Program

The goal of this task is to develop a strategic flushing program and test its effectiveness to help maintain long-term water quality up to three (3) specific areas of the distribution system that have typically shown water quality problems and are predicted to have high water age (in the hydraulic model).

Pirnie/ARCADIS will prepare a Strategic Flushing Program for up to three problem areas within distribution system as identified from the previous tasks. Each of the three flushing programs will include flushing operations for approximately 150 fire hydrants. As part of this task, Pirnie/ARCADIS will evaluate options for installing automatic flushing equipment. The goal of the strategic flushing program will be to

reduce water age, clean pipe of corrosion by-products and remove pipe biofilm that may contribute to nitrification.

The updated hydraulic model from Task 2 will be used to develop the strategic flushing programs. The City will provide GIS information that will include all valves and fire hydrants in the City's distribution system. The City operations staff will also verify the operational status of the fire hydrants and valves within the areas.

In addition to developing flushing sequences for up to three areas of the City, the strategic flushing program task also includes the following sub-tasks:

1. **Development of a Flushing Journal** - Pirnie/ARCADIS will prepare a journal to aid City staff in logging and recording flushing data.
2. **Field Training on Strategic Flushing Sequencing** - Pirnie/ARCADIS staff will provide sixteen hours of field training for City staff on implementation of the strategic flushing program.

It is understood that the City will field verify the valve and hydrant locations and operability.

Task 4 Deliverables:

- Strategic Flushing Programs and Field Sequencing Plan Maps for up to three areas within the City; Flushing Journal; Field Training Manual
- Technical Memorandum summarizing: sample calculations; a description of a typical UDF program, and cost estimates for demonstrating UDF in up to four isolated problematic areas of the distribution system

Task 5 - Final Report

Pirnie/ARCADIS will prepare a final report with recommendations to monitor and resolve water quality issues within the distribution system. The final report will consolidate and summarize key findings and recommendations from the tech memos prepared for Tasks 1-4.

Task 5 Deliverable:

- Final Report (draft and final)
 - Five (5) Draft Hard Copies; Five (5) Final Hard Copies; One (1) Final PDF Electronic Copy

Task 6 - Special Services

Pirnie/ARCADIS can assist the City and provide support to City staff as requested to assist with tasks and field activities that are in excess of available efforts that current City staff can support. As needed/requested special services may include, but are not limited to the following:

- Design of Sampling Stations
- Design of Monitoring Stations
- Design of Chemical Feed Systems
- Additional Meetings/Workshops
- Additional Hydraulic Modeling Scenarios
- Additional Flushing Sequences
- Additional Storage Tank CFD Modeling
- Texas Commission on Environmental Quality (TCEQ) Coordination
- Hydraulic Model Calibration Activity Support

If the City chooses to pursue any of the above as needed/requested special services, then Pirnie/ARCADIS will provide a scope and fee for those services when requested.

III. PROJECT SCHEDULE

The projected schedule for completing the project is approximately 15 months from the date of notice-to-proceed. Substantial completion for the project will be nine months from notice to proceed and includes the completion of tasks 2, 3, and 4. The fifteen month project duration is due to the time (one year, to capture seasonal variations) required for the Source-to-Tap Water Quality Monitoring Plan. For timely completion of the project, many of the tasks will be conducted concurrently as shown in the attached schedule. The attached schedule assumes task meetings/workshops to go over the findings of the tasks completed and finalize the plans for future activities. For interim deliverables, the City will have approximately one-two weeks to review. For the final report, the City will have approximately four weeks to review.

EXHIBIT "B"

SCHEDULE OF WORK

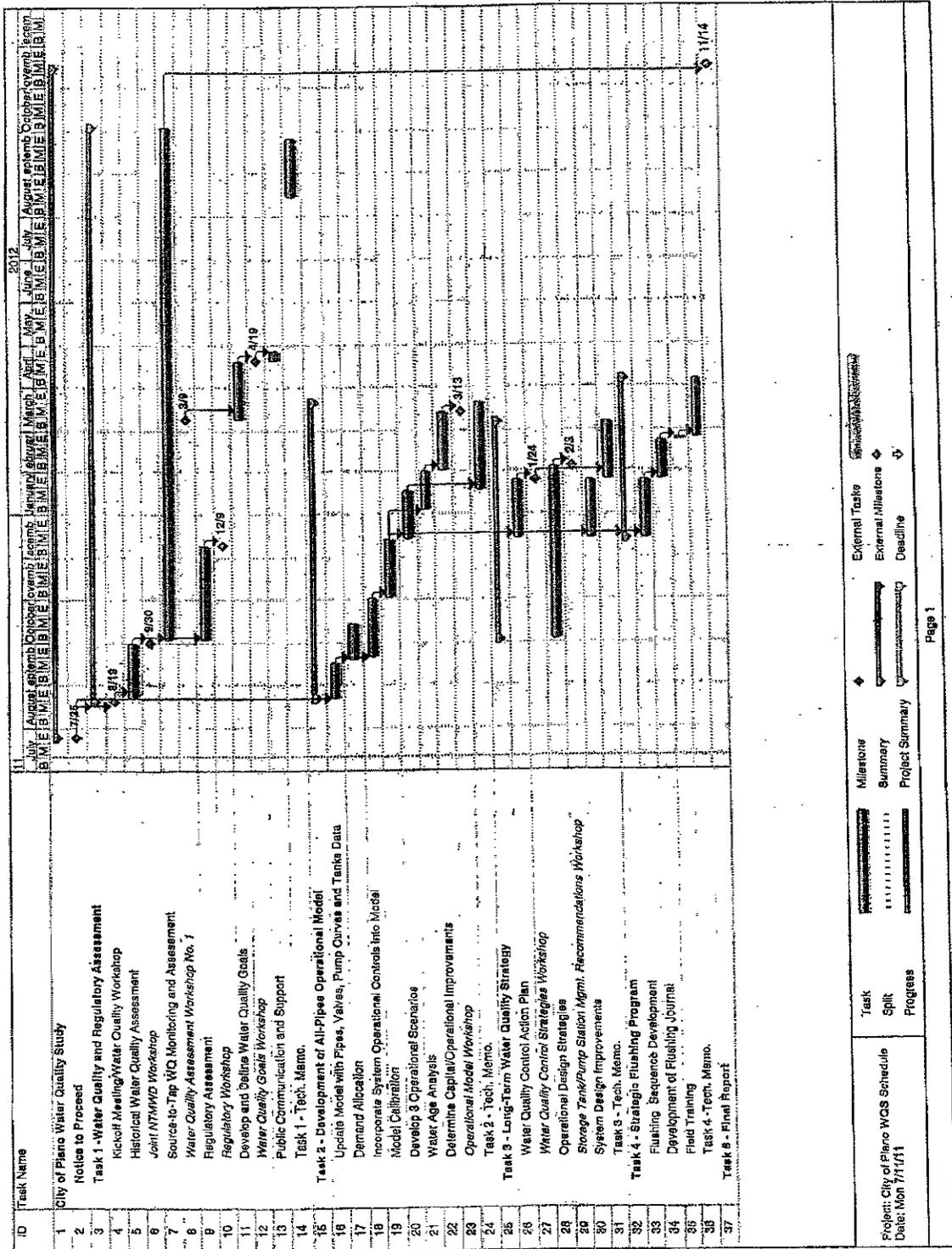


EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

IV. PROJECT FEE

The total cost for the Water Quality Study is \$283,305 as shown in the table below. The following table also shows a task-by-task breakdown of the fees.

Task	Basic Service Description	Engineering Fee	Notes
1	WQ and Regulatory Assessment	\$ 79,017	
1A	Kickoff Meeting/WQ Workshop	\$ 4,886	
1B	Historical WQ Assessment	\$ 20,216	
1C	Source-to-Tap WQ Monit. and Assessment	\$ 15,783	
1D	Regulatory Assessment	\$ 14,116	
1E	Develop and Define WQ Goals	\$ 8,097	
1F	Public Communication and Support	\$ 4,435	
	Task 1 - Tech. Memo.	\$ 11,484	
2	Dev. of All Pipes Hydraulic Model	\$ 84,469	
2A	Pipe, Pump, Valve, Tank Updates	\$ 9,377	
2B	Demand Allocation	\$ 8,752	
2C	System Operational Controls	\$ 2,767	
2D	Model Calibration	\$ 12,549	
2E	Scenario Development	\$ 9,763	
2F	Water Age Analysis	\$ 8,705	
2G	Capital / Operational Improvements	\$ 13,391	
	Workshop - Hydraulic Model	\$ 3,247	
	Task 2 - Tech. Memo.	\$ 15,918	
3	Long-Term WQ Strategy	\$ 62,490	
3A	WQ Control Action Plans	\$ 17,648	
3B	Tank Operational / Design Strategies	\$ 22,773	
3C	System Design Improvements	\$ 8,151	
	Task 3 - Tech. Memo.	\$ 13,918	
4	Strategic Flushing Program	\$ 43,556	
	Task 4 - Tech. Memo.		Cost included as part of the Strategic Flushing Program
5	Final Report	\$ 13,773	
	Total	\$ 283,305	

EXHIBIT "D"

ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
- 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:
- The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

___ 18. Garagekeepers' Legal

\$ _____ - Comprehensive

\$ _____ - Collision

___ 19. Owners Protective Liability

\$500,000 Combined single limits

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

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

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

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

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

X 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

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

X 26. The above policy(s) carry the following deductibles: _____

Full limits of coverage available for:

General Liability _____

Professional Liability _____

Automobile Liability _____

X 27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE []

Signature

Date

Insurance Agent (Print)

Name of Insured

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/12/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390	
	E-MAIL ADDRESS:	
INSURED ARCADIS U.S., Inc. 630 Plaza Dr Ste 200 Highlands Ranch CO 80129-2379 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Greenwich Insurance Company	22322
	INSURER B: XL Specialty Insurance Co	37885
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 570043243656** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <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			GEC001076109 General Liability	01/01/2011	01/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Property Damage to			AEC001075809 Auto (AOS) AEC001719507 Mass Auto	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD943516305 Workers Compensation RWR943516705 State of Wisconsin	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project #6165, 2011 Water Quality Study. City of Plano is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Auto Liability Policies. General Liability and Auto Liability evidenced herein is primary to other insurance available to an additional insured, but only to the extent required by written contract with the insured. A waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability and Auto Liability Policies.

CERTIFICATE HOLDER City of Plano P.O. Box 860358 Plano TX 75086 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Holder Identifier :

Certificate No : 570043243656



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/12/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390	
	E-MAIL ADDRESS:	
INSURED ARCADIS U.S., Inc. 630 Plaza Dr Ste 200 Highlands Ranch CO 80129-2379 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	NAIC # 19437
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570043243657 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Contractor Poll			015448990 Professional & Pollution SIR applies per policy terms & conditions	06/01/2011	06/01/2012	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project #6165, 2011 Water Quality Study. A Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the Professional / Pollution Liability. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER

CANCELLATION

City of Plano
 P.O. Box 860358
 Plano TX 75086 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South, Inc.

Holder Identifier :

Certificate No : 570043243657

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

ARCADIS U.S., INC.
Name of Consultant

By: *Jennifer Ivey*
Signature

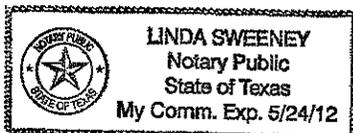
JENNIFER IVEY, P.E.
Print Name

PRINCIPAL CONSULTANT
Title

July 14, 2011
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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



Linda Sweeney
Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	7/25/2011
Department:	Public Works
Department Head	Gerald P. Cosgrove
Agenda Coordinator (include phone #):	Irene Pegues (7198) Project No. 6069.1

CAPTION

To approve an Engineering Services Agreement by and between the City of Plano and TranSystems Corporation in the amount of \$284,492 for Legacy Drive Corridor Intersection Improvements project and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	28,000	355,000	383,000
Encumbered/Expended Amount	0	-27,718	0	-27,718
This Item	0	-284,492	0	-284,492
BALANCE	0	-284,210	355,000	70,790

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2010-11 Street Improvement CIP for the Legacy Drive Corridor Improvement Project. This item in the amount of \$284,492, will be encumbered during the current fiscal year and carry forward into the cash allocations of FY 2011-12.

STRATEGIC PLAN GOAL: Engineering design services for intersection improvements relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This agreement with TranSystems Corporation is for the engineering design of improvements to the Legacy Drive intersections with Independence Parkway, Custer Road and K Avenue. The improvements at the Legacy Drive and Independence Parkway intersection consist of an additional left turn lane in each direction. The improvements at the Legacy Drive and Custer Road intersection consist of an additional left turn lane in each direction and a new dedicated right turn lane on westbound Legacy Drive. The improvements at the Legacy Drive and K Avenue intersection consist of two dedicated right turn lanes, an additional northbound through lane on K Avenue and the removal of the existing railroad crossing on Legacy Drive between K Avenue and US-75. The contract fee of \$284,492.10 is detailed as follows:

Surveying for Project Design	\$50,241.00
60% Design Submittal	\$112,815.05
90% Design Submittal	\$68,731.65
100% Design and Bid Documents	\$12,794.80
Construction Services	\$11,759.60
Reimbursable Expenditures	\$4,150.00
Subsurface Utility Engineering (SUE)	\$24,000.00
TOTAL	\$284,492.10



CITY OF PLANO COUNCIL AGENDA ITEM

Funding is available from the 2010-11 Street Improvement Community Investment Program. Staff feels the fee is reasonable for the project estimated to cost \$2,550,000.00.

List of Supporting Documents:

Location Map; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

None

LEGACY DRIVE CORRIDOR

PROJECT NO. 6069.1

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 **TRANSYSTEMS CORPORATION DBA TRANSYSTEMS CORPORATION CONSULTANTS**, a **MISSOURI** Corporation, licensed to do business in the State of Texas, 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 **LEGACY DRIVE 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:

TranSystems Corporation DBA TranSystems Corporation Consultants
3030 LBJ Freeway, Suite 900
Dallas, TX 75234
Attn: Garry Kraus

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

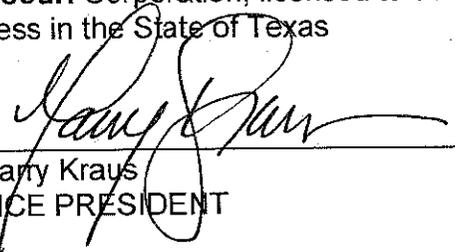
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

**TRANSYSTEMS CORPORATION DBA
TRANSYSTEMS CORPORATION
CONSULTANTS**

A **Missouri** Corporation, licensed to do
business in the State of Texas

DATE: 6/20/11

BY: 
Garry Kraus
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of June, 2011, by **GARRY KRAUS, VICE PRESIDENT**, of **TRANSYSTEMS CORPORATION DBA TRANSYSTEMS CORPORATION CONSULTANTS**, a **MISSOURI** corporation licensed to do business in the State of Texas, on behalf of said corporation.



Nelda S. Meyer
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES

LEGACY DRIVE CORRIDOR CONSTRUCTION PLANS PROJECT No. 6069.1

PROJECT DESCRIPTION:

This project includes the preparation of construction drawings and documents, for configurations defined by the schematic plans, for intersection improvements at the following intersections along Legacy Drive Corridor:

- Independence Parkway – Additional left turn lanes from eastbound Legacy to northbound Independence, westbound Legacy to southbound Independence, north bound Independence to westbound Legacy and southbound Independence to eastbound Legacy.
- Custer Road - Additional left turn lane at eastbound Legacy to northbound Custer, a free right turn lane on westbound Legacy to northbound Custer, an additional left turn lane on westbound Legacy to southbound Custer, an additional left turn lane on northbound Custer to westbound Legacy, and an left turn lane on southbound Custer to eastbound Legacy.
- K Avenue - An additional lane from K Avenue to the northbound service road of US 75, the removal of the railroad crossing on Legacy just east of the service road of US 75, a free right turn lane from K Avenue to westbound Legacy, an option lane for through or right turns on northbound K Avenue at Pecan Lane.

ENGINEERING SERVICES:

A. Design Survey –

1. Verify ownership of adjacent properties , pulling additional vesting deeds/plats as needed and researching adjoining properties as needed
2. Send right of entry requests to affected property owners (35 parcels).
3. 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.
4. Complete limited Level A Subsurface Utility Investigation via trenching as follows: Using a vacuum excavation truck complete trenching to expose utilities in up to sixteen (16) locations. Trenches shall be one (1) foot wide by approximately four (4) feet deep and extend from back of curb to limit of proposed new pavement. It is estimate that a total of 224 linear feet of trenching will be required. Operations are assumed to be

conducted from sidewalk areas such that traffic control will not be necessary.

5. Complete topographic survey. Using One Call, determine locations of underground utilities Tie right-of-way lines and corners, property lines and corners, building, fence line, trees 4 inches in diameter and larger, traffic signal arms and masts, edges of pavements and all other visible surface features to the project control baseline. Tie the horizontal locations of utilities and vertical elevations of inlets and manholes. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., Verizon, Atmos Gas, etc.). Topo limits will be from gutter line of the cross street to 50' past the end of the existing improvements and extending 25' past the existing right of way.
6. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and will be part of the final construction plan set.
7. Vertical and horizontal survey work shall be done as follows:
 - a. Legacy Drive at Independence Parkway
 - Approximate distance of 350' west along the median centerline of Legacy Drive to past the driveway of the Skaggs Legacy Addition.
 - Approximate distance of 300' east along the median centerline of Legacy Drive to near the driveway to Carpenter Plaza
 - Approximate distance of 400' north along the median centerline of Independence Parkway to past a median opening at Hoffman Road
 - Approximate distance of 400' south along the median centerline of Independence Parkway to past a median opening at Carpenter Plaza
 - b. Legacy Drive at Custer Road
 - Approximate distance of 400' west along the median centerline of Legacy Drive to past the west Property line of the Folsom-Hoffman Addition.
 - Approximate distance of 380' east along the median centerline of Legacy Drive to past the driveway to Legacy Villas
 - Approximate distance of 425' north along the median centerline of Custer Road to past a median opening for the Folsom-Holman Addition
 - Approximate distance of 400' south along the median centerline of Custer Road to past a median opening at Legacy Apartments
 - c. Legacy Drive at K Avenue
 - Approximate distance of 500' along the north side of Legacy from K Avenue to the US 75 service road
 - Approximate distance of 520' north along the centerline of K Avenue north to the north property line of 6728 K Avenue

- Approximate distance of 400' south along the centerline of K Avenue to past the driveway entrance to 6620 K Avenue.
8. When underground utilities are exposed, tie to project control baseline.
 9. Identify street address of all adjacent properties to the proposed construction and show on drawings.

B. Right-of-way and Easement Requirements

1. Locate ROW and property lines within project limits.
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 as soon as possible and prior to the preliminary plan submittal.
3. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
4. Complete boundary surveys on parcels requiring right of way takes

C. 60% Design

1. The construction drawing sheets shall be prepared on (22"x34") at the engineering scale indicated below:
 - Intersection layout and grading sheet (grading design to be performed for 90% design). Scale 1"= 20'.
 - Roadway plan and profile sheets. Scale 1" = 20' H and 1"=5' V.
2. Final horizontal and vertical alignments of Legacy Drive and intersecting streets.
3. Define ROW acquisition limits and submit exhibits prepared by RPLS for City to acquire ROW/Easements. This scope includes twelve ROW and sidewalk easements to be defined. Additional ROW or easements will be negotiated as additional services.
4. Preliminary traffic signal design.
 - To include basic signal layout showing signal pole, controller, ground box, conduit, and electrical service locations
 - Field review of the two intersections to note and verify physical constraints, power connection, utility placement, and any other details necessary for signal plan preparation.
5. Preliminary temporary traffic signal design.
 - This scope of services assumes two phases of construction for each signal.
6. Preliminary illumination layout.
 - Pole spacing based upon maximum distances provided by City.
 - Existing electrical services to be used.
 - Standard foundation standards provided by City.
7. Conceptual construction sequencing and traffic control plans.

8. Locate proposed storm water inlets and connections to existing storm water systems. This scope does not include design for reconstruction of existing systems or evaluation of capacity of existing systems.
9. Identify water and sanitary sewer rim adjustments related to elevation changes. Also identify and design additional hydrants as needed to obtain coverage at each intersection. This scope does not include design for reconstruction of existing water and sanitary sewer lines.
10. Prepare special details, if required.
11. Prepare preliminary opinion of probable construction cost.
12. Submit (four) sets of drawings to the City for review.
13. Meet with City of Plano staff to discuss City comments.
14. Submit one(1) pdf of plans to the City for Utility Coordination.
15. Submit one (1) set of plans to DART for approval.
16. Submit project cross-sections at intervals not to exceed fifty feet (50').
Scale: 1"=20' H and 1"=2' V.

D. 90% Design

1. Address City comments and submit responses.
2. Prepare grading plan for intersections and driveways.
3. Traffic signal design.
4. Temporary traffic signal design.
5. Illumination layout, including conduit location. The scope of design assumes the use of new light poles.
6. Construction sequencing and traffic control plans.
7. Traffic signs and pavement markings.
8. Sizing of storm water inlets and lateral pipes to connect to existing storm water trunk lines.
9. Prepare erosion control plan and SWPPP Narrative Plan Sheet in accordance with current TCEQ and City of Plano requirements. Current refers to the requirements in place at the time of notice to proceed.
10. Prepare outline of any special technical specifications needed for the project (if any).
11. Prepare updated project cross-sections.
12. Prepare opinion of probable construction cost.
13. Submit (four) sets of drawings and opinion of probable construction cost to the City for review.
14. Meet with City of Plano staff to discuss City comments.

E. 100% Design

1. Address City comments and submits response. Submit (four) sets of drawings to the City for review. The drawings for this submittal will not be sealed. After final review submit signed/sealed drawings.

F. Bid Documents

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 five (5) 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 a 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 thirteen (13) sets of final construction plans and three sets of the contract documents manual to the City for construction. Drawings to be provided on 22"x34" sheets.

G. Construction Services

1. Provide periodic site visits by the design engineer with a written inspection report submitted to the City for each visit.
2. Provide written response to requests for information or clarification.
3. Prepare and process change orders in accordance with City of Plano format.
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 a CD-ROM disk containing scanned images of the 22"x34" final "as constructed" blackline drawings (with "record drawings 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 numerical order.

H. Construction Control Survey

1. Set vertical control stakes for construction at 500' intervals, or a minimum of one at each end of the project.
2. Set horizontal control stakes for construction including PI's, PC's and PT's for paving, storm drains and utilities.

ITEMS NOT INCLUDED IN SCOPE

1. Geotechnical services. The pavement sections will be defined by the City.
2. Design of drainage systems outside of the inlets and connections to existing drainage pipes.
3. Design of water or sanitary sewer system, except for adjustments for elevation changes and the addition of new fire hydrants at each intersection.
4. Preparation of environmental assessment and impact statements and other assistance to the City in connection with public hearings.
5. Furnish additional copies of deliverables beyond the number specified in the basic services agreement.
6. SWPPP, other than the SWPPP Narrative Plan Sheet.
7. Negotiations with adjacent property owners for revisions to driveways.
8. Structural design for bridges, junction boxes or other items not defined in the scope of services.
9. Franchise utility coordination, except for providing drawings as stated above.
10. Traffic engineering reports or studies.
15. Electrical design associated with illumination layout.
16. Landscaping design or irrigation design
17. Re-platting of any property
18. Traffic control: It is assumed that no traffic control will be required for SUE.

EXHIBIT "B"

SCHEDULE OF WORK

Activity	Duration (Weeks)
Notice to Proceed	
Design Surveying/SUE	8
Preliminary Design	6
City Review & Mark Ups	2
Final Plans	3
Cost Estimate	1
City Review	1
Bid Documents	2
Bidding	3

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

Legacy Corridor Design - City Plano, TX
6/17/2011

TASK	E4	E3	E2	E1	T4	T3	T1	A2	RPLS	2 Man Crew	3 Man Crew	Subtotal	Total
	\$183.35	\$128.55	\$124.20	\$103.45	\$104.00	\$75.50	\$50.00	\$70.00	\$135.00	\$135.00	\$180.00		
Design Surveying/ROW													
Verify ownership/Entry requests/One Call						30			8			\$	3,345.00
Set Project Control						12			6	12		\$	3,336.00
Topographic Survey						40			24	90		\$	18,410.00
Working Sketch						36			24			\$	5,958.00
Right of Way Parcels (12)/Boundary Ties						100			32	40		\$	17,270.00
Set Right of Way						4			6	6		\$	1,922.00
Sub-Total												\$	50,241.00
Preliminary Design (60%)													
Intersection Layouts Grading Sheets	4	8	24		40							\$	8,502.80
Roadway Plan and Profile Sheets	20	60	100		140							\$	38,360.00
Horizontal Layout	2	8	16		32							\$	6,710.30
Preliminary Traffic Signal Design	4	16	32		60							\$	13,004.60
Preliminary Temporary Traffic Signal Design	2	16			32							\$	5,751.50
Preliminary Illumination Layout	2	8			24							\$	3,891.10
Construction Sequencing/Traffic Control	2	16	8		32							\$	6,745.10
Storm Water Connection Plans	2	12	16		32							\$	7,224.50
Water and Sanitary Sewer adjustments	2	12	16		32							\$	7,224.50
Special Details	2	8	8		32							\$	5,716.70
Preliminary Opinion of Probable Cost	1	8	8		24							\$	4,701.35
Meet with City of Plano	12	12						12				\$	3,742.80
Project Invoicing/Admin												\$	840.00
Sub-Total												\$	112,815.05
Final Plans (90%)													
Address City Comments and Submit Responses	2	8	24		40							\$	8,535.90
Grading plan for Intersections and Driveways	2	8	32		40							\$	9,529.50
Traffic Signal Design	4	16	24		40							\$	9,931.00
Temporary Traffic Signal Design	1	8	16		24							\$	5,694.95
Illumination Layout	1	4	8		12							\$	2,938.15
Construction Sequencing/Traffic Control	1	8	16		24							\$	5,694.95
Traffic Signs and Pavement Markings	1	8	16		32							\$	6,526.95
Storm Water Inlets and Lateral Pipes	1	4	8		16							\$	3,355.15
Prepare Erosion Control Plan and SWPPP	1	4	8		16							\$	3,355.15
Special Technical Specifications	1	8			12			12				\$	2,051.75
Updated Project Cross Sections	1	4	16		24							\$	5,190.75
Opinion of Probable Cost	1	2	4		16							\$	2,801.25
Meet with City of Plano	8	8						12				\$	2,495.20
Project Invoicing/Admin												\$	840.00
Sub-Total												\$	68,731.05
Bid Documents (100%)													
Address City Comments and Submit Responses	1	8	16		32							\$	6,526.95
Assist the City in Advertising for Bids	1	4						8				\$	1,257.55
Attend Pre-Bid Conference	2	2										\$	623.90
Assist City Staff for Bid Opening	4	4										\$	1,247.60
Provide Bid Tabulation to the City of Plano	1							12				\$	1,023.35
Evaluate the Low and Second Low Bidders	1	8						4				\$	1,491.75
Attend Pre-Construction Conference	2	2										\$	623.80
Sub-Total												\$	12,794.80
Construction Services													
Periodic Site Visits		36										\$	4,627.80
Responses to requests for information		20										\$	2,571.00
Process Change Orders		12						12				\$	2,382.60
Record Drawings		4			16							\$	2,178.20
Sub-Total												\$	11,759.60
Reimbursables/SUE													
Reproduction												\$	400.00
Preliminary Plans (60%)												\$	400.00
Final Plans (90%)												\$	200.00
Specifications												\$	200.00
Bid Plans (100%)												\$	400.00
Miscellaneous Printing												\$	1,200.00
Hotel												\$	600.00
Per Diem												\$	750.00
Mileage												\$	
Sub-Total Reimbursables												\$	4,150.00
Subsurface Utility Engineering									LF	Amount		\$	24,000.00
									200.00	\$120.00		\$	
TOTAL DOLLARS													\$284,492.10

* The rates set forth on this initial fee proposal shall be the rates provisions in effect from the date of this Agreement until December 31, 2011. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement until January 1st of the next calendar year.

C:\4\Comments and Settings\home\local\Settings\Temporary Internet Files\Content.Outlook\W243KLJUN\COPY of Legacy fee 06-03-11 revised.tbl.xls\Sheet1

EXHIBIT "D"

ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

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

INSURANCE AGENT'S STATEMENT

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

- 26. The above policy(s) carry the following deductibles: GL: \$ 50,000; PL: \$ 200,000

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

- 27. Liability policies are (indicate):

GL, AL
OCCURRENCE

Ronald J. Locklin
Signature

PL
CLAIMS MADE

6/20/11
Date

Ron Locklin
Insurance Agent (Print)

TransSystems Corporation
Name of Insured

6/20/11
Date

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

10/1/2011

DATE (MM/DD/YYYY)
6/9/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext):	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Co of Illinois	27855
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES TRASY01 PM CERTIFICATE NUMBER: 11297067 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/PROP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RW) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOC 9139550	10/1/2010	10/1/2011	\$1,000,000 EACH CLAIM/ \$2,000,000 ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES # (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: LEGACY DRIVE CORRIDOR - FINAL DESIGN AT PGBT

CERTIFICATE HOLDER 11297067 CITY OF PLANO PUBLIC WORKS & ENGINEERING DEPARTMENT P.O. BOX 860358 PLANO TX 75088-0358	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2010/05)

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

10/1/2011

DATE (MM/DD/YYYY)
6/9/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
INSURED 1000119 TRANSYSTEMS CORPORATION CONSULTANTS 3030 LBJ FREEWAY, SUITE 900 DALLAS TX 75234	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: American Guarantee and Liab. Ins. Co. 26247 INSURER C: INSURER D: INSURER E:

COVERAGES TRASY01 PM CERTIFICATE NUMBER: 11297063 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEVERABILITY <input checked="" type="checkbox"/> CLAUSE GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	GLO3707153	10/1/2010	10/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	Y	BAP3707150	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3707150	10/1/2010	10/1/2011	<input checked="" type="checkbox"/> WS STATUTORY LIMITS OTH-EP E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: LEGACY DRIVE CORRIDOR - FINAL DESIGN AT PG&T. THE CITY OF PLANO, ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, VOLUNTEERS, AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS TO GENERAL LIABILITY. THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY POLICY INCLUDES INDEPENDENT CONTRACTORS AND CONTRACTUAL LIABILITY AS DEFINED BY STANDARD ISO GL FORM CG0001. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 11297063 CITY OF PLANO PUBLIC WORKS & ENGINEERING DEPARTMENT P.O. BOX 860358 PLANO TX 75086-0358	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

TRANSYSTEMS
Name of Contractor
By: [Signature]
Signature
GARY KRAUS
Print Name
VICE-PRESIDENT
Title
6/20/11
Date

STATE OF TEXAS

COUNTY OF DALLAS

SUBSCRIBED AND SWORN TO before me this 20th day of June, 2011.



[Signature]
Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/25/2011		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Nancy Corwin 972-941-7137				
CAPTION				
<p>RFP No. 2011-46-C designating the Credit Union of Texas as program administrator for the Energy Efficiency Loan Loss Reserve Program created by City of Plano Sustainability and Environmental Services Department to expend federal grant funds in the amount of \$700,000 provided under the American Recovery & Reinvestment Act; approving the terms and conditions of the Depository Contract; and authorizing the City Manager or his designee to execute all necessary documents, and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,545,400	0	2,545,400
Encumbered/Expended Amount	0	-634,188	0	-634,188
This Item	0	-700,000	0	-700,000
BALANCE	0	1,211,212	0	1,211,212
FUND(S): AMERICAN RECOVERY & REINVESTMENT ACT GRANT				
<p>COMMENTS: Federal Grant Funding has been awarded by the Department of Energy to facilitate a financial partnership between the City of Plano and the Credit Union of Texas to coordinate the \$SMART Energy Loan Program, a residential energy improvement program, targeted towards helping Plano households make energy efficient improvements to their homes. The remaining balance on this award will be used towards other eligible projects throughout the City of Plano.</p> <p>STRATEGIC PLAN GOAL: Working with financial institutions to assist Plano households relates to the the City's goal of "Partnering for Community Benefit".</p>				
SUMMARY OF ITEM				
<p>Staff requests Council's appointment of the Credit Union of Texas as program administrator for the Energy Efficiency Loan Loss Reserve Program conditioned upon timely execution of any necessary contract documents and the terms and conditions of the Depository Contract. The federal grant funding is provided pursuant to the American Recovery & Reinvestment Act by the Department of Energy (DOE) - 2011-46-C.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Recommendation Memo, RFP Recap, \$SMART Energy Loan Memo, Depository Contract				



Date: June 30, 2011
To: Nancy Corwin, Buyer
From: Robert Smouse, Sustainability & Environmental Services Manager
Subject: Recommendation for Residential Energy Efficiency Loan Program \ 2011-46-C

Based on the evaluation team's recommendation, Credit Union of Texas was selected as the financial partner to coordinate this residential loan program. The total program costs are \$700,000 from Department of Energy (DOE) grant funds. As a Request for Proposal (RFP), each proposal was evaluated based on five (5) weighted criteria: Financial Intuition's Qualifications, Experience & Financial Strength/Stability – 15 points; Energy Efficiency Loan Terms & Underwriting – 30 points; Approach to Loan Loss Reserve – 30 points; Approach to the Program & Marketing – 20 points; and Match of Proposal with Program Goals – 5 points. The team's evaluation determined the Credit Union of Texas to exceed the criteria. There were no non-responsible vendors. If this residential loan partnership is not awarded, the funds will be expended toward another energy efficiency related projects as required by the DOE.

CC: Nancy Nevil, Sustainability & Environmental Services Director
Yarcus Lewis, Sustainability Project Coordinator
Michelle Long, Commercial Recycling Coordinator

Request For Qualifications Recap

CITY OF PLANO

RFP NO. 2011-46-C

**RFP Loan Loss Reserve Funding for Residential Energy Efficiency Project
Loans**

RECAP

RFP opening Date/Time: January 7, 2011 @ 3:00 PM

Number of Vendors Notified: 639

Vendors Submitting “No Bids”: 0

Number of Proposals Considered: 1

Credit Union of Texas \$700,000.00

Proposals Received – Not Considered: 0

Recommended Vendor(s):

Credit Union of Texas \$ 700,000.00

Nancy Corwin

January 7, 2011

Nancy Corwin, Buyer II



DATE: July 11, 2011
TO: Bruce Glasscock, City Manager
FROM: Nancy Nevil, Sustainability & Environmental Services Director
SUBJECT: \$SMART Energy Loan Program

The City of Plano's Sustainability & Environmental Services Department allocated \$700,000 of the ARRA funding for an affordable loan program for residential energy efficiency improvements. Our goal is to offer more attractive secured and unsecured financing options for Plano homeowners – especially those homes that were built during the dramatic surge of the 1980's and 90's. The loan program has lower interest rates (typically 2% below other unsecured loan rates), longer terms (up to 10 years), higher loan values (up to \$20,000), and timely accessibility (2-day approval).

The Loan Loss Reserve Fund (LLRF), in partnership with the Credit Union of Texas, will provide a credit enhancement in the form of an assignable loan loss reserve account should a loan default. The LLRF guidelines share the funding of losses associated with loan defaults (historically 2% of all loans) based on a 50/50 split between the Credit Union of Texas and the LLRF. In addition, the LLRF would be limited to a maximum loss of 10% of the outstanding LLRF loan portfolio. It is projected to protect the LLRF for continued energy efficiency project loans estimated to be \$9 million in total lending over a ten-year period.

The Depository Pledge Contract is a required separate agreement to collateralize the City's funding over and above the insured \$250,000 NCUSIF (FIDC equivalent) if the Credit Union of Texas should become insolvent.

This program follows two successful energy efficiency programs: \$140,088 EPA Energy Efficient Rebate that benefited 292 households and the current \$625,000 Energy Audit & Weatherization program benefiting 396 households. The \$SMART Energy Loan Program will assist up to 1,356 residents with improving their home's energy efficiency and lowering their monthly utility bills.

A city coordinator, in conjunction with Texas HERO certified auditors, will work with residential homeowners in identifying energy efficiency projects that meet the requirements of the program through a Texas HERO Standard Audit. A HERO Standard Audit Improvement Analysis Report will determine the home's baseline energy consumption, develop a customized energy improvement action plan, assist with available rebates, identify contractors, and verify improvements.

Eligible projects include, but are not limited to:

- HVAC replacements
- Exterior wall insulation
- Energy management systems
- Solar screens or film
- Energy Star window replacement
- Hot water systems (solar, tankless or higher efficiency storage tank based)
- Geothermal heating & cooling system
- Encapsulating Roof line and/or attic area
- Renewable energy generation (photovoltaic or wind) systems

Additional benefits of this program are to improve Plano's economic engine by increasing Plano based jobs and assessed home values.

- c: Frank Turner, Deputy City Manager
Mark Israelson, Assistant City Manager
Robert Smouse, Sustainability & Environmental Services Manager

CREDIT UNION DEPOSITORY CONTRACT

This CREDIT UNION DEPOSITORY CONTRACT, hereinafter called "Depository Contract", is made and entered into on the date last herein written by and between the CITY OF PLANO, a political subdivision of the State of Texas, hereinafter called "City" and Credit Union of Texas, organized under the law of the State of Texas and authorized by law to do banking business in the State of Texas, hereinafter called "Credit Union", and provides as follows:

1. **Designation of Depository.** City, through action of the City Council, its governing body, hereby designates Credit Union as a depository credit union for the period beginning _____, 2011, and continuing through _____, 2016.
2. **General.** All services rendered to City by Credit Union under this Depository Contract shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Credit Union's standard operations, policies, and procedures.
3. **Scope of Services.** Credit Union agrees to provide those services as described in the Energy Efficiency Program and Loan Loss Reserve Agreement (the "Program Agreement") incorporated herein by reference. Credit Union acknowledges that all such services shall be performed by Credit Union subject to the approval of City.
4. **City Representatives.** During the term of this Depository Contract, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the City in any and all matters of every kind arising under this Depository Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City, and (b) make withdrawals or transfer by written instrument.
5. **Termination.** This Depository Contract shall terminate upon the termination of this Depository Contract or the termination of the Program Agreement, whichever occurs first. Termination of this Depository Contract shall terminate the Depository Pledge Agreement (as defined in Section 8).
6. **Documents.** The contract and agreement documents incorporated by reference herein, and any other agreements for specific bank services that have been or may be executed between the City and Credit Union, are or will be on file as permanent records in the City's Finance Department and available for public inspection during regular business hours.
7. **Interest on Deposits.** City may arrange for deposits and Credit Union may accept and shall hold such deposits. Interest shall be calculated at the rates, which Credit Union has proposed under the Program Agreement.
8. **Custodian.** City and Credit Union, by execution of this Depository Contract, hereby designate the _____, hereinafter called the "Custodian Bank", to hold in trust, according to the terms and conditions of this Depository Contract and the Depository Pledge Agreement, the collateral described and pledged by the Credit Union in accordance with the provisions of this Depository Contract and the Depository Pledge Agreement.
9. **Custodian Fees.** Any and all fees associated with the Custodian Bank's holding of collateral for the benefit of City will be paid by Credit Union and the City will have no liability therefore.
10. **Collateralization.** All funds on deposit with the Credit Union to the credit of the City shall be secured by collateral as provided for the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the City's Investment Policy, and the Credit Union's Response to the City's Credit Union Depository Request For Proposal as accepted by the City. With the exception of deposits secured with irrevocable letters of credit at 100% of amount, the total market value of the collateral (which includes accrued interest or income to the extent it is not included in the market price) securing such deposits shall be in an amount at least equal to one hundred two percent (102%) of the amount of such deposits, plus the amount of any accrued interest thereon, less the amount that such deposits are insured by an agency or instrumentality of the United States government. The market value with respect to any securities (collateral) as of any date and priced on such date will be obtained from a non-affiliated information source acceptable to the City. The Credit Union will work with the City to establish an appropriated cushion to cover normal deposit fluctuations and City will notify Credit Union of significant changes in its balances. Credit Union will be liable for the monitoring and maintaining the required collateral margins and levels at all times.

Credit Union has heretofore, or will immediately hereafter, deliver to Custodian Bank collateral of the kind and character described in the Depository Pledge Agreement of sufficient amount and market value to provide adequate collateral for the funds of City deposited with Credit Union. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian Bank in trust so long as the depository relationship between City and Credit Union shall exist hereunder, and thereafter so long as deposits made by City and Credit Union hereunder, or any portion thereof, shall have not been properly paid out by Credit Union to City or on its order. Except as provided in Section 11, 12 and 17 hereof, such collateral shall be subject only to the joint written instructions of both (a) authorized individuals appointed by the City and (b) specifically authorized officers of the Credit Union. Credit Union hereby grants a security interest in such collateral to City.

The Custodian Bank will accept said collateral and hold the same in trust for the purposes herein stated.

11. **Default.** Should Credit Union fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach its contract with City, City shall give written notice of such failure or breach to the Credit Union, and the Credit Union shall have three (3) business days to cure such failure or breach. In the event Credit Union shall fail to cure any such failure or breach within three (3) business days or should the Credit Union be declared insolvent by a Federal financial regulatory agency, with powers over the Credit Union, it shall be the duty of the Custodian Bank, upon demand of City (supported by proper evidence of any of the above listed circumstances), to surrender the above described collateral, in an amount equal to the current balance of City's deposits and accrued interest less agency or instrumentality of the United States government insurance, to City. City may sell any part of such collateral and out of the proceeds thereof, pay City all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and return to and account to Credit Union for the remainder, if any, of said proceeds or collateral remaining unsold.

12. **Sale of Collateral.** Any sale of such collateral, or any part thereof, made by City hereunder may be either at public or private sale, provided, however, it shall give both the Custodian Bank and Credit Union two (2) business days notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. City and Credit Union shall have the right to bid at such sale.

13. **Substitution of Collateral.** If Credit Union shall desire to sell or otherwise dispose of any one or more of said collateral securities so deposited with the Custodian Bank, with the advance written approval of City, it may substitute for any one or more of such securities other securities of the same market value and character of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by Credit Union as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder and meet the requirements of the law. A written notice stating the par value, maturity date and market value on the proposed date of substitution must be sent to the City by the Credit Union prior to any substitution or exchange. If approved, the substituted securities shall thereafter be subject to all the terms and conditions of this Depository Contract and the Depository Pledge Agreement. If at any time, the aggregate market value of such collateral so deposited with the Custodian Bank is less than one hundred two percent (102%) of the City's funds on deposit with the Credit Union, Credit Union immediately shall deposit with the Custodian Bank such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. Credit Union shall be entitled to income on securities held by the Custodian Bank for the collateral required hereunder, and the Custodian Bank may dispose of such income as directed by Credit Union without approval of City.

14. **Trust Receipts.** Credit Union shall promptly forward to City copies of safekeeping or trust receipts covering all such collateral held for Credit Union, including substitute collateral as provided for herein.

15. **Withdrawal of Collateral.** If at any time the collateral in the hands of the Custodian Bank shall have a market value in excess of one hundred two percent (102%) of the balances due City by Credit Union, City shall authorize the withdrawal of a specific amount of collateral. The Custodian Bank shall deliver this amount of collateral (and no more) to Credit Union, taking its receipt therefore, and the Custodian Bank shall have no further liability for collateral so redelivered to Credit Union.

16. **Successors.** This Depository Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

17. **Release of Collateral.** When the relationship of City and Credit Union shall have ceased to exist, and when Credit Union shall have properly paid out all deposits of City, it shall be the duty of City to give the Custodian Bank notice to that effect; whereupon the Custodian Bank shall, redeliver to Credit Union all collateral then in its possession belonging to Credit Union, taking its receipt therefore. An order in writing to the Custodian Bank by City and a receipt for such collateral by Credit Union shall be a full and final release of the Custodian Bank of all duties and obligations undertaken by it by virtue of these presents.

18. **Governing Law and Venue.** This Depository Contract shall be governed by the laws of the State of Texas. Collin County will be the venue for any lawsuit arising out of this Depository Contract.

19. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Depository Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Credit Union: Elizabeth Newman
Credit Union of Texas
8131 LBJ Freeway, Ste 550
Dallas, TX 75251

City: Denise M. Tacke, Finance Director
City of Plano
1520 K Avenue
Plano, TX 75074
972.941.5233

Changes to notice information may be made by either party with written notification to the other party.

20. **Severability.** If any provision of this Depository Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Depository Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

21. **Binding Commitment.** Credit Union hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and Texas Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

22. **Continuation.** Unless this Depository Contract is terminated sooner, Credit Union's designation as the City Depository will remain continuously in effect for a period not to exceed 60 days after _____, 2016 subject to execution of the extension option.

IN WITNESS Whereof, the duly authorized officers of the parties have this day executed this Depository Contract:

CREDIT UNION

BY: _____
NAME: Elizabeth Newman
TITLE: Vice President Lending/Member Services
Date: _____

CITY OF PLANO

BY: _____
NAME: Bruce D. Glasscock
TITLE: City Manager
Date: _____

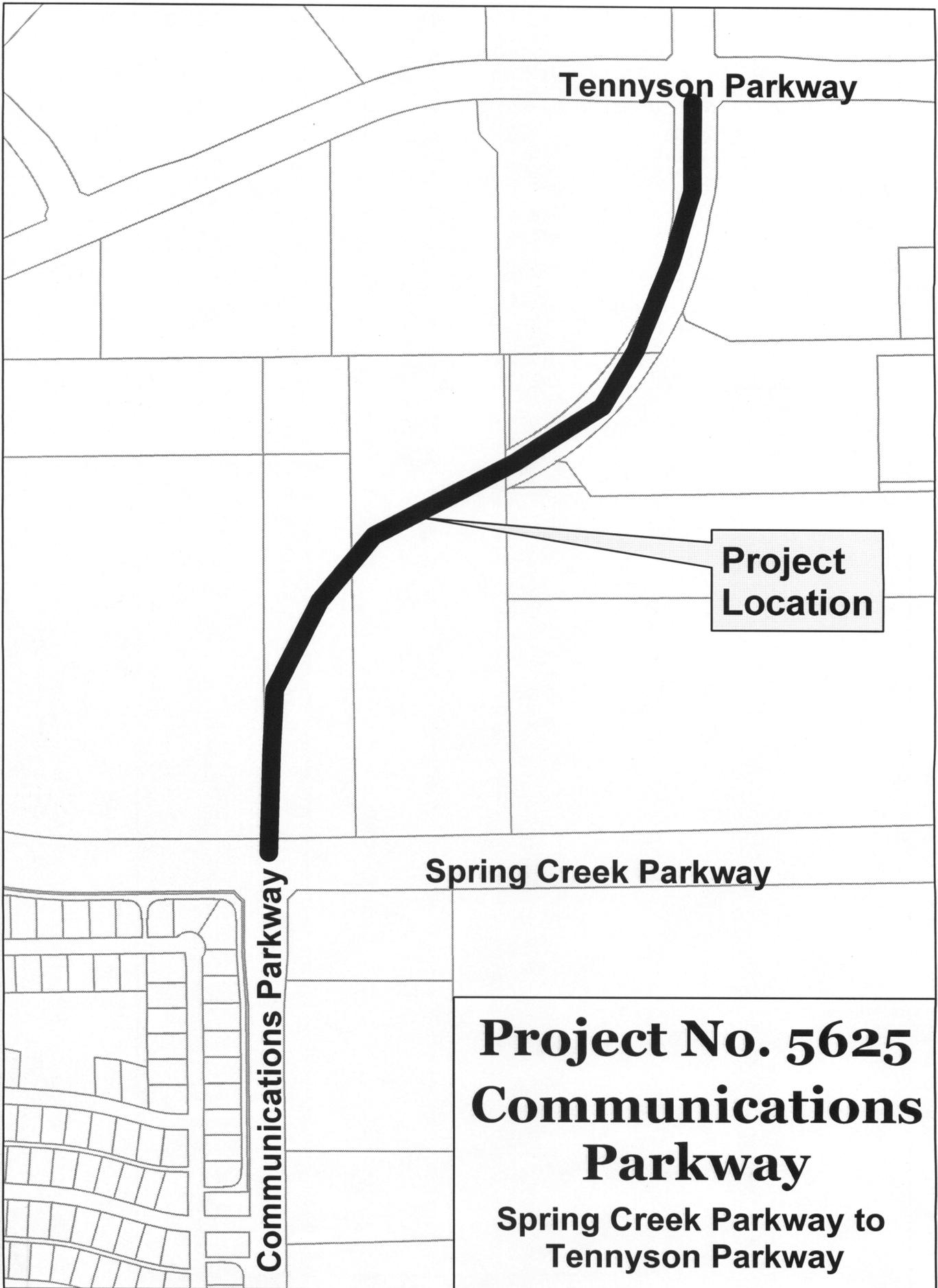
APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/25/11		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):			Irene Pegues (7198)	
			Project No. 5625	
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing terms and conditions for the construction of Communications Parkway from Spring Creek Parkway to Tennyson Parkway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		0	0	0
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	2,100,000	0
BALANCE		0	2,100,000	0
TOTALS				2,100,000
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: This item allows the City to enter into an interlocal agreement with Collin County for the Communications - Spring Creek to Tennyson project. If this request is approved, Collin County will remit to the City \$2,100,000 for the construction of Communications Parkway as a six-lane divided thoroughfare.				
STRATEGIC PLAN GOAL: Interlocal agreements relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This Agreement provides for Collin County to remit to the City the sum of \$2,100,000.00 for the construction of Communications Parkway from Spring Creek Parkway to Tennyson Parkway. Half of the County funds will be provided after a Notice to Proceed is issued; the remaining half when the project is half completed. County funding is coming from the following projects:				
		Communications Parkway	#07-062	\$1,250,000
		Shiloh Road	#03-053	\$ 850,000
		Total County Participation		\$2,100,000
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	



Tennyson Parkway

**Project
Location**

Spring Creek Parkway

Communications Parkway

**Project No. 5625
Communications
Parkway
Spring Creek Parkway to
Tennyson Parkway**

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing terms and conditions for the construction of Communications Parkway from Spring Creek Parkway to Tennyson Parkway; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for the widening of Communications Parkway from Spring Creek Parkway to Tennyson Parkway, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED the 25th day of July, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO
CONCERNING THE CONSTRUCTION OF COMMUNICATIONS PARKWAY
FROM SPRING CREEK PARKWAY TO TENNYSON PARKWAY**

2007 BOND PROJECT #07-062

WHEREAS, the County of Collin, Texas ("County"), and the City of Plano, Texas ("City"), desire to enter into an agreement concerning the construction of Communications Parkway from Spring Creek Parkway to Tennyson Parkway (the "Project"), in Plano, Collin County, Texas; and

WHEREAS, the 2007 Collin County Bond Program includes the construction of Communications Parkway from Spring Creek Parkway to Tennyson Parkway, Project #07-062, with County allocation of \$1,250,000.00. The total Project cost is estimated to be \$4,200,000.00, and the County's 50% participation is \$2,100,000.00; thus \$850,000.00 in additional funding is needed as the County's match; and

WHEREAS, the 2003 Collin County Bond Program includes the widening of Shiloh Road from 14th Street to Park Boulevard, Project #03-053, with a County allocation of \$850,000.00, which the City proposes to reallocate to the Project; and

WHEREAS, the County agrees with the City's proposal to reallocate the County's allocation of \$850,000.00 from Shiloh Road to the original \$1,250,000.00 for the Project for a total County participation of \$2,100,000.00; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

NOW, THEREFORE, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange to construct Communications Parkway from Spring Creek Parkway to Tennyson Parkway. The Project will construct Communications Parkway to a six-lane divided thoroughfare a total distance of approximately 2,060 feet and widen a 320 foot section of Communications from a four lane road to a six lane road. The Project shall also include construction of underground storm sewers as part of the road

improvements. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

ARTICLE III.

The City will acquire approximately 3.8 acres of real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the Project to be \$4,200,000.00. The County agrees to fund one half of the total cost to construct the Project in an amount not to exceed \$2,100,000.00. The County shall remit 50% of this amount, \$1,050,000.00, to the City within thirty (30) days after the City issues a Notice to Proceed to the lowest responsible bidder and the City requests payment. The County will remit the remaining 50% within thirty (30) days after receipt of notice from the City that the Project is 50% complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit the County 50% of the difference between the estimated cost and the actual cost. The Commissioners' Court may revise this payment schedule based on the progress of the Project. The total cost of the Project shall include land acquisition, engineering, construction, inspection, testing, street lighting, landscaping, irrigation and construction administration costs including contingencies.

ARTICLE V.

The County's participation in the Project shall not exceed \$2,100,000.00. The County and City agree that any County balance shall be applied to another City/County project to be mutually agreed upon at a later date.

ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

ARTICLE IX.

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

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

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

By: _____
Name: Keith Self
Title: County Judge
Date: _____

Executed on this _____ date of _____, 2011, by the County of Collin, pursuant to Commissioners' Court Order No. _____

ATTEST:

CITY OF PLANO, TEXAS

By: _____
Name: Diane Zucco
Title: City Secretary
Date: _____

By: _____
Name: Bruce D. Glasscock
Title: City Manager
Date: _____

Executed on behalf of the City of Plano pursuant to City Council Resolution No. _____

APPROVED AS TO FORM:

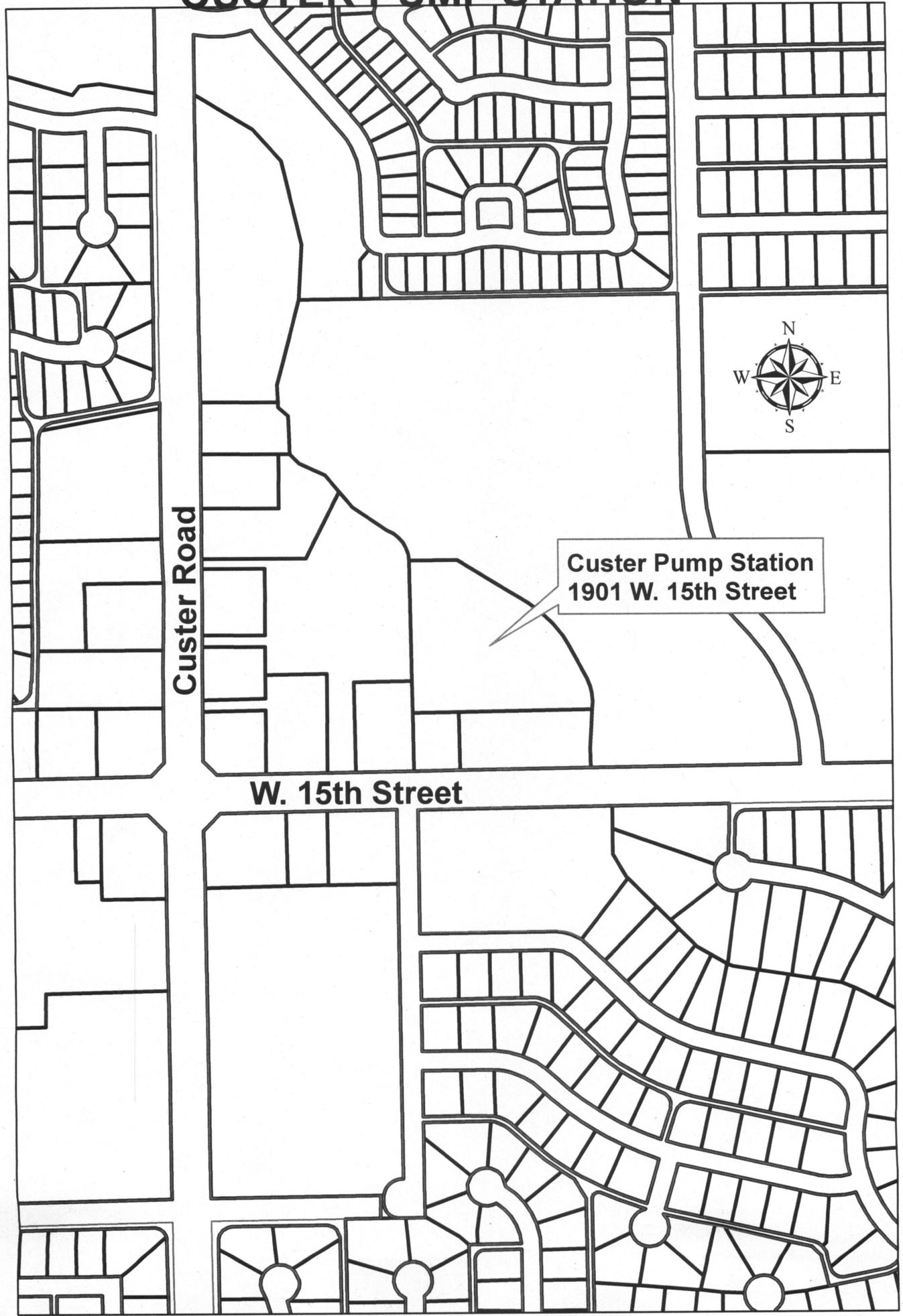
By: _____
Name: Diane C. Wetherbee
Title: City Attorney
Date: _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/25/11		
Department:	Public Works			
Department Head	Gerald P. Cosgrove			
Agenda Coordinator (include phone #):			Irene Pegues (7198)	
				Project No. 6073
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and North Texas Municipal Water District (NTMWD) for the construction of a Water Metering Station in conjunction with Plano's Custer Pump Station project; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	303,000	0	303,000
BALANCE	0	303,000	0	303,000
FUND(S): WATER CIP				
<p>COMMENTS: This item allows the City to enter into an interlocal agreement with North Texas Municipal Water District (NTMWD) for the Custer Pump Station project. If this request is approved, NTMWD will remit to the City \$303,000 for construction of a Water Metering Station.</p> <p>STRATEGIC PLAN GOAL: Construction of a Water Metering Station relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The NTMWD has requested that Plano add the construction of a Water Metering Station to our Custer Pump Station project. They will pay all costs associated with the construction of the Water Metering Station.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	

CUSTER PUMP STATION



Location Map

7/12/2011

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and North Texas Municipal Water District (NTMWD) for the construction of a Water Metering Station in conjunction with Plano's Custer Pump Station project; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Agreement by and between the City of Plano, Texas, and NTMWD for the construction of a Water Metering Station in conjunction with Plano's Custer Pump Station project, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED the 25th day of July, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

The State of Texas }
County of Collin }

**INTERLOCAL AGREEMENT
FOR
CUSTER PUMP STATION
METER STATION IMPROVEMENTS
PROJECT NO. 6073**

WHEREAS, the City of Plano, Texas, hereinafter called “*City*” and the North Texas Municipal Water District, hereinafter called “*NTMWD*” desire to enter into an agreement for funding of the construction of a metering station located at the City of Plano Custer Pump Station, hereinafter called the “*Project*,” and

WHEREAS, the *Project* is needed to meter the water distribution through the Custer Pump Station, of which the *City* is a participant; and

WHEREAS, the construction of the *Project*, in conjunction with the *City’s* Custer Pump Station (Project No. 6073), will lessen the inconvenience of and impact on the pumping station, and a joint construction contract with *NTMWD* can be expected to be a cost saving measure for both parties; and

WHEREAS, the *NTMWD* Board of Directors has approved funding for the design of the *Project*; and

WHEREAS, the construction cost will be considered by the *NTMWD* Board of Directors for award upon receipt of bids for the project.

NOW, THEREFORE, THIS AGREEMENT is hereby made and mutually entered into by the *City* and *NTMWD* for the mutual consideration stated herein as follows:

WITNESSETH:

ARTICLE I.

NTMWD hereby agrees to the following:

1. Provide all costs associated with the *Project*. The estimated amount for construction is \$303,000.
2. At the request of the *City*, transmit to the *City* the *NTMWD’s* project funding obligation for construction cost. The *NTMWD’s* obligation shall be based on unit price bid by the lowest qualified construction contractor to whom the *City* shall approve and award the overall project construction contract. The scope of this *Project* shall be identified as a separate line which *NTMWD* may opt to award or not.
3. Costs for design required for construction of the *Project* will be funded separately by *NTMWD* from this Interlocal Agreement.

ARTICLE II.

The *City* hereby agrees to the following:

1. Provide for the engineering, plans, specifications, construction and administration of the *Project*.
2. Allow the *NTMWD* representative (or inspector) access at any time to inspect areas of work being performed for *NTMWD* and provide direct comments to the *City* project engineer.
3. Conduct a final inspection with the *NTMWD* representative of the areas of work being provided for *NTMWD* and allow for subsequent inspection to verify that construction discrepancies have been corrected prior to final payment on the *Project*.

ARTICLE III.

The *City* and *NTMWD* agree that if the amount of *NTMWD's* fund obligation for the *Project* is insufficient, *NTMWD*, upon request of the *City*, will supplement the requested amount and transmit the *NTMWD's* obligation to the *City*.

ARTICLE IV.

The *City* and *NTMWD* agree that *NTMWD's* final funding obligation for the *Project* shall be based on the final construction costs and design services for the *Project*.

Executed this _____ day of _____, 2011, by the City of Plano, pursuant to City Council Resolution No. _____, and executed this _____ day of _____, 2011, by North Texas Municipal Water District.

CITY OF PLANO, TEXAS

Bruce D. Glasscock, City Manager

NORTH TEXAS MUNICIPAL WATER DISTRICT

James M. Parks, Executive Director



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/25/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Glenna Hayes x 7539				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Assignment Agreement by and between Southwest General Services of Dallas, L.L.C., Municipal Computing Services, Inc. and City of Plano for ambulance billing and collection services; authorizing its execution by the City Manager or his designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11, 2011-12	Prior Year (CIP Only)	Current Year	Future Years
		0	186,000	186,000
		0	-105,341	0
		0	-16,286	-40,714
		0	64,373	145,286
				209,659
FUND(S): GENERAL FUND				
<p>COMMENTS: This item approves the assignment of a prior contract to Municipal Computing Services, Inc., and approves the estimated expenditures based on the terms of the contract. This expenditure will be made in the Fire Department based on ambulance services previously rendered, and the subsequent billing and collections related to those services previously unbilled and/or uncollected. The estimated annual amount to be spent with MCS under the reassignment contract is \$16,286 in FY 2010-11 and \$40,714 in FY 2011-12.</p> <p>STRATEGIC PLAN GOAL: Assignment of the 2007 contract for ambulance billing and collection services relates to the City's goal of Financially Strong City with Service Excellence and Safe, Large City.</p>				
SUMMARY OF ITEM				
Staff recommends the approval of the assignment agreement by and between Southwest General Services of Dallas, L.L.C., Municipal Computing Services, Inc. and City of Plano for ambulance billing and collection services; authorizing its execution by the City Manager or his designee; and providing an effective date. Estimated expenditure is \$57,000 based on a fee of 4.75% of estimated collections (\$1,200,000).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo; Resolution; Exhibit A				



MEMORANDUM

From the Office of the Fire Chief

Date: July 11, 2011
To: Glenna Hayes, Purchasing
From: Hugo Esparza, Fire Chief 
Subject: Assignment of EMS Billing and Collection Contract– 2007-40-C

The City of Plano currently contracts with Southwest General Services, L.L.C. (SGS) for billing and collection of EMS fees charged to individuals transported by the Plano Fire Department. SGS is selling its assets to Municipal Computing Services, Inc. (MCS) and is seeking to assign its current contract with the City to that company.

The City of Plano needs the services of MCS to complete its billing and collection of outstanding claims processed prior to July 1, 2011. The City will hold all transport claims starting July 1, 2011 to allow the new billing and collection service provider to process once the contract with the new provider is approved by Council.

SGS estimates that approximately \$1.2 million in outstanding receivables will be collected by the end of February 2012. Under the current contract, SGS receives 4.75% of net monthly collections, resulting in a projected financial impact to the City of approximately \$57,000 dollars over this seven month period.

To continue the collection of these claims, thus increasing City revenue, the Plano Fire Department recommends that Council approve assignment of the existing contract with SGS to MCS.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Assignment Agreement by and between Southwest General Services of Dallas, L.L.C., Municipal Computing Services, Inc. and City of Plano for ambulance billing and collection services; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Assignment Agreement by and between Southwest General Services of Dallas, L.L.C., Municipal Computing Services, Inc. and City of Plano for ambulance billing and collection services, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Assignment Agreement"); and

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

WHEREAS, upon full review and consideration of the Assignment Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Assignment Agreement should be 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 Assignment Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

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

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

DULY PASSED AND APPROVED this the 25th day of July, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

**ASSIGNMENT AGREEMENT
BY AND BETWEEN CITY OF PLANO,
SOUTHWEST GENERAL SERVICES OF DALLAS, L.L.C., AND
MUNICIPAL COMPUTING SERVICES, INC.**

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the **CITY OF PLANO, TEXAS** a home-rule municipal corporation, **SOUTHWEST GENERAL SERVICES OF DALLAS, L.L.C.**, a Delaware limited liability company, and **MUNICIPAL COMPUTING SERVICES, INC.**, a Delaware corporation.

WITNESSETH:

WHEREAS, Southwest General Services of Dallas, L.L.C. entered into a Contract with the City of Plano, Texas dated July 9, 2007, a copy of which is kept on file in the City of Plano Purchasing Department ("Contract"); and

WHEREAS, Southwest General Services of Dallas, L.L.C. ("SGS") wishes to assign the Contract to Municipal Computing Services, Inc. effective August 1, 2011; and

WHEREAS, Municipal Computing Services, Inc. ("MCS") has reviewed the Contract and agrees to perform pursuant to the terms and conditions of the same; and

NOW, THEREFORE, Southwest General Services of Dallas, L.L.C. agrees to assign the Contract to Municipal Computing Services, Inc., who accepts the assignment effective August 1, 2011 and agrees to be bound by all the terms and conditions of the original Contract except as to the notification process which should be as follows:

All notices to the City, SGS and MCS shall be sent at the addresses set forth below:

If to the City:
City of Plano, Texas
Fire Department
Attn: Hugo Esparza, Fire Chief
1901 Avenue K
Plano, Texas 75074

If to SGS:
Southwest General Services of Dallas, L.L.C.
Attn: Scott Fothergill
P.O. Box 180819
Dallas, Texas 75218

If to MCS:
Municipal Computing Services, Inc.
Attn: Bill Jennings
P.O. Box 495548
Garland, Texas 75049

The City Council of the City of Plano approves of the assignment commencing on August 1, 2011.

IN WITNESS WHEREOF, the parties hereby have executed this Assignment on the day and year first above written.

SOUTHWEST GENERAL SERVICES OF DALLAS, L.L.C.

Date: _____ By: _____
Name: Scott Fothergill
Title: C.O.O.

MUNICIPAL COMPUTING SERVICES, INC.

Date: _____ By: _____
Name: Bill Jennings
Title: PRESIDENT

CITY OF PLANO, TEXAS

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

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		07/25/2011			
Department:		Police Department			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): Pam Haines, Ext 2538					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal cooperation agreement by and between the City of Plano and City of Richardson for jail and detention services for prisoners from the City of Richardson and University of Texas at Dallas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11, 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	5,000	5,000
BALANCE		0	0	5,000	5,000
FUND(S): GENERAL FUND					
<p>COMMENTS: Approval of this item will result in an additional \$5,000 in Interlocal Revenue to the Police Department for Jail Facility usage. The interlocal agreement also includes a reimbursement from the City of Richardson to the City of Plano Police Department for the food and other prisoner support costs expended by the City of Plano on behalf of the City of Richardson and University of Texas at Dallas prisoners in the estimated amount of \$1,000. The \$5,000 in revenue will be received by Plano at the completion of the detainment period (in FY 2011-12), while the prisoner expenditures shall be billed to Richardson monthly and reimbursed to the City of Plano within 30 days of the billing date. It is expected that this agreement shall not be required longer than four months from the effective date.</p> <p>STRATEGIC PLAN GOAL: Interlocal Agreements relate to Partnering for Community Benefit and Safe Large City.</p>					
SUMMARY OF ITEM					
A Resolution approving the terms and conditions of an interlocal agreement by and between the City of Plano and City of Richardson for jail and detention services for Richardson and UTD prisoners while Richardson renovates its municipal jail and detention facility.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, Memo, Exhibit "A"					



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099

MEMORANDUM

DATE: July 12, 2011

TO: Lashon Ross, Deputy City Manager

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

SUBJECT: Interlocal Agreement for Temporary Detention of Richardson and University of Texas at Dallas Arrestees between the City of Plano and the City of Richardson

The City of Plano Police Department (PPD) and the City of Richardson Police Department (RPD) have had a close working relationship for many years. The most common example is our joint participation in the Plano/Richardson Police Training Center. In March of this year we were approached by Chief Jim Spivey of the RPD who requested our assistance in the detention of persons who were arrested by the RPD and the University of Texas at Dallas Police Department (UTD PD), while the Richardson Detention facility undergoes minor remodeling and renovation. Further for clarification, the UTD PD has had an interlocal agreement with the RPD for many years whereby the RPD provides detention services for those individuals arrested by the UTD PD.

Since March the agencies have engaged in numerous planning sessions for this event. An Interlocal Agreement was developed by and between the two agencies with the assistance of each agency's legal advisors. It is our belief that our assistance to the RPD will continue to promote our long standing relationship of mutual assistance and serve the public interest.

Briefly, the Interlocal Agreement will be effective upon execution by all three agencies. Remodeling of the Richardson Detention Facility is expected to begin on or about August 4, 2011 for a period of four months, or less if the remodeling is completed sooner. Further, RPD and UTD PD personnel will abide by all rules and regulations of the PPD Detention Center. Further, RPD detention personnel will be stationed 24/7 during this agreement in the Plano Detention Center to handle RPD arrestees. Furthermore, the PPD will be responsible for the feeding of RPD arrestees with the cost of meals reimbursed by the RPD and upon the expiration of this agreement the City of Richardson will pay the City of Plano the sum of Five Thousand Dollars (\$5,000.00).

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and City of Richardson for jail and detention services for prisoners from the City of Richardson and University of Texas at Dallas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between City of Plano and City of Richardson, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 25th day of July, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

STATE OF TEXAS §
 § INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
 § THE CITY OF RICHARDSON AND THE CITY OF PLANO
COUNTIES OF DALLAS § RELATING TO JAIL AND DETENTION SERVICES
AND COLLIN §

This interlocal cooperation agreement (the "Agreement") is by and between the City of Richardson, Texas, a Texas home rule municipality ("Richardson") and the City of Plano, Texas, a Texas home rule municipality ("Plano") (Plano and Richardson collectively the "Parties" or singularly a "Party") acting by and through their respective authorized representatives

RECITALS:

WHEREAS, Plano owns and operates a municipal jail and detention facility located in Plano, Texas (the "Plano Facility"); and

WHEREAS, Richardson and the University of Texas at Dallas ("UTD") have entered into an interlocal cooperation agreement pursuant to which Richardson provides jail and detention services for UTD; and

WHEREAS, Richardson intends to renovate its jail and detention facility (the "Richardson Facility") and desires to temporarily use the Plano Facility to detain and house persons arrested by the Richardson Police Department (the "RPD") and the UTD Police Department ("UTD PD") during such renovation; and

WHEREAS, Plano agrees to provide Richardson with space in the Plano Facility to detain and house persons detained and arrested by the RPD and UTD PD; and

WHEREAS, Chapter 791, the Interlocal Cooperation Act (the "Act"), of the Texas Government Code authorizes units of local government to contract with one or more other local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, police protection and detention services are governmental functions and services pursuant to § 791.003 of the Act; and

WHEREAS, Plano and Richardson find that it is in the public interest to enter into this agreement;

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I. Definitions

Whenever used in this Agreement, the following terms shall have the following meaning ascribed to them:

“Effective Date” shall mean the last date of execution hereof.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor, that directly and materially affect a Party’s performance under this Agreement.

“Plano” shall mean the City of Plano, Texas.

“Plano Facility” shall mean the Plano municipal jail and detention facility located in Plano, Texas.

“PPD” shall mean the Plano Police Department.

“Richardson” shall mean the City of Richardson, Texas.

“Richardson Facility” shall mean the Richardson municipal jail and detention facility located in Richardson, Texas.

“RPD” shall mean the Richardson Police Department.

“RPD Prisoners” shall mean persons detained or arrested by the RPD and/or the UTD PD and who are placed into the Plano Facility.

Article II Term

2.1 The term of this Agreement shall begin on the Effective Date and shall continue until earlier of: (i) the date a certificate of occupancy is issued by Richardson for the Richardson Facility following completion of the renovation thereof; or (ii) the end of the fourth month following the Effective Date, unless sooner terminated as provided herein.

2.2 Either Party may terminate this Agreement without liability by providing the other Party thirty (30) days prior written notice thereof.

Article III Purpose

The purpose of this Agreement is to provide the terms and conditions under which persons arrested by the RPD and UTD PD may be detained and housed at the Plano Facility as well as the respective responsibilities of the RPD, UTD PD and PPD during the temporary use of the Plano Facility by Richardson and the UTD PD.

Article IV Detention Operations

4.1 Plano Facility Rules. Placement of RPD Prisoners in the Plano Facility shall comply with the PPD rules, procedures, regulations and general orders relating to the detention and jail of prisoners at the Plano Facility (the "Plano Procedures"). The RPD acknowledges it has reviewed and is familiar with the Plano Procedures. The Parties shall mutually develop and adopt a specific standard operating procedure concerning the booking and detention of RPD Prisoners and the responsibilities and duties of the PPD and RPD personnel (the "Standard Operating Procedure"). The care, custody and welfare of the RPD Prisoners shall be governed by the Standard Operating Procedure except as may be otherwise provided in this Agreement.

4.2 RPD Book-In of Prisoners. (a) The RPD shall at all time be responsible for the book-in of RPD Prisoners placed into the Plano Facility. PPD shall designate an area(s) to complete book-in procedures for RPD Prisoners. The RPD shall be responsible for RPD Prisoners until such persons are released or transported from the Plano Facility.

(b) The personnel transporting RPD Prisoners to the Plano Facility shall: (i) notify the PPD Communications and the RPD book-in personnel prior to arrival at the Plano Facility; (ii) deliver RPD Prisoners to the sally port entrance of PPD at which time the RPD book-in personnel on duty shall complete the book-in of RPD Prisoners; (iii) search RPD Prisoners for weapons or contraband in the presence of PPD; and (iv) be responsible for the custody of any evidence or contraband found on any RPD Prisoner. PPD shall be responsible for custody and care of any personal property found on RPD Prisoner, which shall be returned to such person upon release from the Plano Facility.

(c) The RPD book-in personnel shall be responsible for the completion of RPD Prisoner book-in paperwork and a digital photograph of the RPD Prisoner. PPD personnel will complete courtesy hold paperwork for RPD inmates housed in the Plano Facility per PPD SOP. RPD book-in personnel will complete a CR-45 ten print fingerprint card for all RPD Prisoners with misdemeanor Class B, Class A or felony charges, which shall be returned to RPD book-in personnel for filing of appropriate paperwork.

(d) RPD book-in personnel shall provide PPD personnel a copy of the arrest report for each RPD Prisoner and a listing of any medical conditions, suicidal tendencies, or other special needs of the RPD Prisoner. The medical and mental health history is included in the courtesy hold paperwork. The RPD Prisoner arrest report shall be attached to the PPD courtesy

hold paperwork. The PPD on-duty supervisor will maintain the right to refuse a prisoner with an existing medical condition which necessitates immediate transport to a medical facility.

(e) PPD personnel shall issue RPD Prisoners a blanket and mattress for use during the detention, and assign a holding cell number, which shall be documented in the RPD Prisoner Log. RPD Prisoners shall be allowed to place local telephone calls within four hours of arriving in the PPD Facility as long as they are not a danger to themselves or PPD or RPD personnel. In such event, such RPD Prisoners will be allowed to use of the telephone as soon as such persons are cooperative and no longer deemed dangerous. Telephone usage and numbers shall be documented on the applicable Prisoner Status Log.

4.3 Detention or Holding Cells. The PPD shall designate detention and holding cells for the housing of RPD Prisoners when possible depending on available space in the Plano Facility. The RPD shall use the designated detention and/or holding cells unless otherwise directed by the then on duty PPD supervisor of the Plano Facility. RPD Prisoners shall be issued RPD uniforms to distinguish them for PPD inmates.

4.4 RPD Personnel. The RPD shall provide and maintain at the Plano Facility a minimum of two (2) personnel at all times for the book-in, placement and supervision of RPD Prisoners into the Plano Facility. The personnel of the RPD, UTD PD and the PPD shall at all times be under the supervision of their respective chains of command.

4.5 Magistrate of RPD Prisoners. (a) Richardson shall provide one or more magistrates to arraign the RPD Prisoners at the Plano Facility on a 24/7 basis. Richardson shall cause each of the RPD Prisoners to be arraigned within 48 hours after detention at the Plano Facility. Written confirmation shall be provided to the PPD as each RPD Prisoner is arraigned. **All RPD Prisoners shall be transferred from custody of the Plano Facility within 48 hours after their arrival.**

(b) The Richardson magistrates shall follow the Standard Operating Procedures and the Plano Facility Rules in regard to the safety and security of the Plano Facility and the prisoners when arraigning RPD Prisoners. The Richardson magistrates shall not interfere with, or direct PPD personnel at any time. The RPD book-in personnel shall maintain the original arraignment form and provide a copy to the PPD then on duty supervisor to be maintained with the RPD Prisoner custodial record form.

4.6. Feeding. PPD shall be responsible for the normal feeding of RPD Prisoners detained in the Plano Facility. PPD shall on the 5th day of each month send a monthly written invoice to the RPD for the costs of meals provided to RPD Prisoners for the previous ending calendar month. RPD shall pay such invoice within thirty (30) days after receipt thereof.

4.7 Medical Treatment. PPD shall be responsible for the care, custody and medical treatment of RPD Prisoners while housed in the Plano Facility. RPD shall be responsible for transporting RPD Prisoners to and from the Plano Facility for routine medical examination and treatment. In the event of a medical emergency Plano EMS and Fire shall transport such RPD Prisoner. When a RPD Prisoner requests medical care, the PPD shall request the Plano Fire

and/or EMS personnel evaluate such RPD Prisoner and RPD book-in personnel shall request a patrol officer be dispatched immediately to take custody of RPD Prisoners either at the jail or at the hospital. Plano Fire and/or EMS personnel shall transport any RPD Prisoner deemed in need of immediate emergency medical treatment. If a patrol officer has not arrived to escort the RPD Prisoner to the hospital with the ambulance, a PPD officer will ride with the RPD Prisoner in a medical emergency. Once at the hospital, PPD shall not be responsible for the custody or care of the RPD Prisoner. The patrol officer requested by RPD shall meet the arriving ambulance at the hospital to take custody of the RPD Prisoner. RPD will be responsible for the care and administration of approved medications or special diets deemed necessary for any RPD Prisoner.

4.8 Release and Transport. (a) The RPD shall provide written documentation via TCIC Teletype to the PPD authorizing the release of any RPD Prisoner, a copy of which shall be attached to the RPD Prisoner custodial record form, and the PPD Courtesy hold paperwork. RPD book-in personnel shall be responsible for any and all releases of RPD Prisoners.

(b) Except as provided in section 4.7, RPD shall be responsible for any and all transports of all RPD Prisoners.

(c) All bonds and fines of RPD Prisoners shall be the responsibility of RPD book-in personnel and shall not be accepted by the PPD at the Plano Facility.

4.9 Service Fee. Richardson shall, on or before the expiration of the term of this Agreement, pay the sum of Five Thousand Dollars (\$5,000.00) to Plano for the services provided herein.

Article V Liability/Immunity

5.1 Handling of Claims. Each Party agrees to the extent authorized under the Constitution and the laws of the State of Texas, to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement, including but not limited to its acts of negligence or omission in the arrest, book-in and detention for their respective prisoners. Each Party, to the extent allowed by law and without waiving any rights, defenses or protections provided therein, agrees to be responsible for its own acts of negligence.

5.2 Joint Liability. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Plano shall be responsible for its sole negligence. Richardson shall be responsible for its sole negligence. The provisions of this section 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.

5.3 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or

defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

5.4 Insurance.

(a) Each Party shall, during the term of this agreement, obtain and maintain insurance coverage required by this section. Limits of insurance required by this section can be in any combination of underlying and excess coverage inclusive of self-insured retention.

- (i) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (ii) commercial automobile insurance covering any automobile used in performance of this Agreement with a minimum limit of \$1,000,000 per accident;
- (iii) workers' compensation insurance at statutory limits;
- (iv) employers liability insurance with minimum limits of \$1,000,000 per accident, \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease;
- (v) Law Enforcement Liability insurance with minimum limits of \$1,000,000 each wrongful act.

(b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the other Party, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the other Party for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the other Party for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Each Party shall provide written notice to the other Party of any material change of, or to, the insurance required herein.

(c) All insurance companies providing insurance coverage required by this section shall be authorized to transact business in Texas and rated an "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance evidencing insurance coverage required by this section shall be submitted by each Party as prescribed in section 6.2 of this Agreement.

(e) Copies of all endorsements, additional insured endorsement and waiver of subrogation endorsement shall be submitted by each Party as prescribed in section 5.4 of this Agreement.

Article VI Miscellaneous

6.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned by a Party without the prior written consent of the other Party.

6.2 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:

If intended for Richardson, to:

Attn: City Manager
City of Richardson
411 W. Arapaho Road
Richardson, Texas 75080

With copy to:

Attn: Chief of Police
City of Richardson, Texas
140 N. Greenville Avenue
Richardson, Texas 75081

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201

If intended for Plano, to:

Attn: City Manager
City of Plano, Texas
1520 Avenue K
Plano, Texas 75074

With copy to:

Chief of Police
City of Plano, Texas
909 E. 14th Street
Plano, Texas 75074

With copy to:

Diane Wetherbee
City Attorney
City of Plano, Texas
1520 Avenue K
Plano, Texas 75074

6.3 Governing Law. This Agreement will be governed by the laws of the State of Texas, and venue for any action concerning this Agreement will be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.5 Recitals. The recitals to this Agreement are incorporated herein.

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

6.7 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties to it.

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

6.10 Funding Sources. Each of the Parties hereto paying for the performance of the governmental services provided are making those payments from current revenues available to each of the respective Parties.

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

6.12 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

(Signature Page to Follow)

EXECUTED on this _____ day of _____, 2011.

CITY OF RICHARDSON, TEXAS

By: _____
Bill Keffler, City Manager

Approved as to Form:

By: _____
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2011.

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock, City Manager

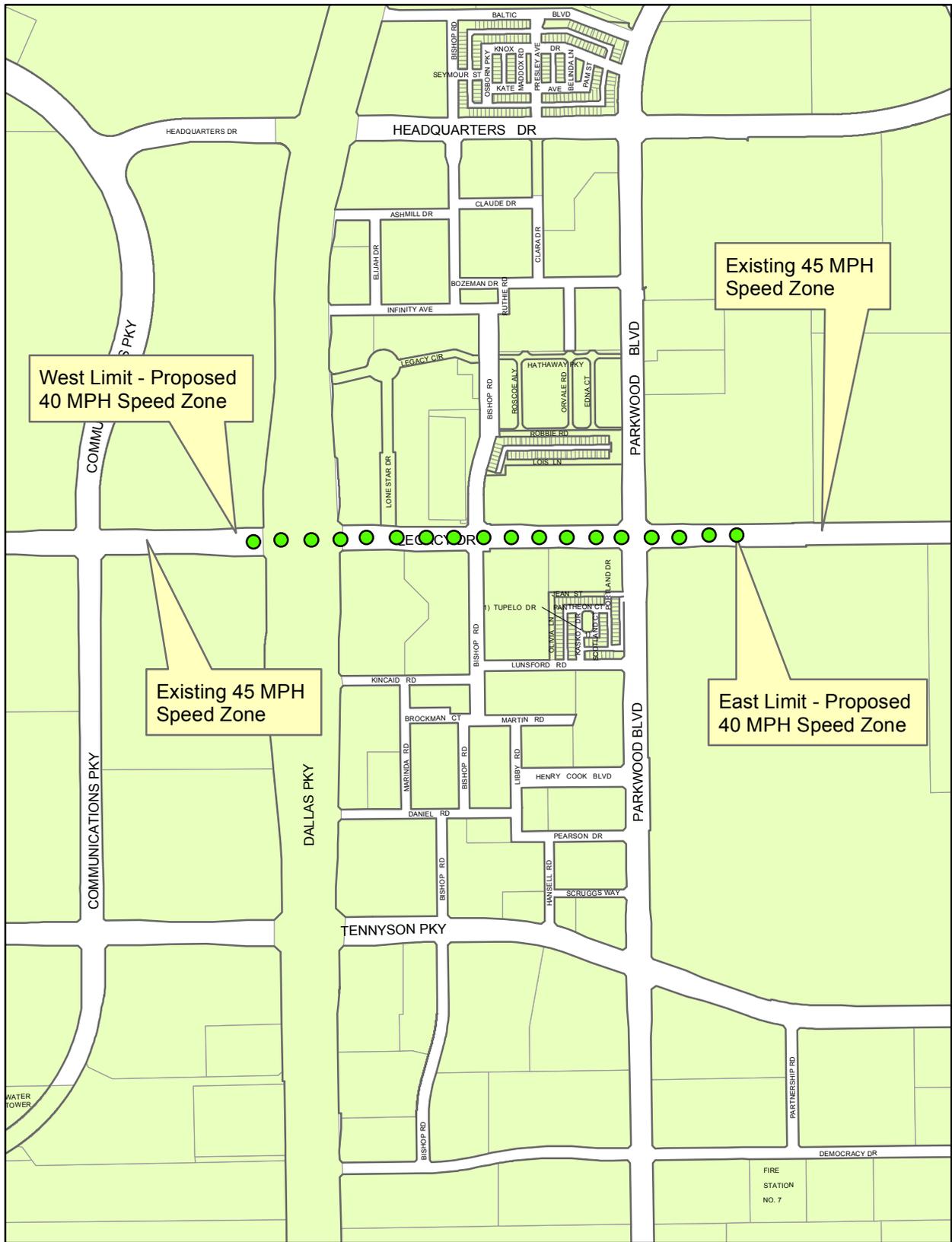
Approved as to Form:

By: _____
Diane Wetherbee, City Attorney

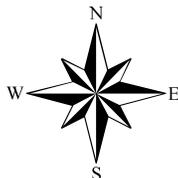


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/25/2011		
Department:	Public Works			
Department Head	Gerald Cosgrove			
Agenda Coordinator (include phone #):		Irene Pegues (7198)		
CAPTION				
<p>An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Legacy Drive within the corporate limits of the City of Plano; 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>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
<p>COMMENTS: Any revenue received via fines as a result of this Ordinance is undeterminable at this time.</p> <p>STRATEGIC PLAN GOAL: Passage of this Ordinance relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The City of Plano Transportation Engineering Division (TED) received a request to review the speed limit on Legacy Drive from Parkwood Boulevard west to Dallas Parkway. Continued development of Legacy Town Center, both north and south of this section of Legacy Drive, has changed the roadway environment from a vehicular-only environment to one shared by vehicles and pedestrians - both at the Bishop Road intersection and at mid-block points between Parkwood Boulevard and Dallas Parkway. The TED performed an engineering and traffic investigation and determined that this section of street should be speed zoned for 40 miles per hour. The TED supports speed zoning Legacy Drive from a point 500 feet east of Parkwood Boulevard west to a point 150 feet west of Dallas Parkway at 40 miles per hour and has prepared the attached ordinance for City Council consideration.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	



Legacy Drive
40 MPH Speed Zoning
Recommendation



Transportation Engineering Division

An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Legacy Drive within the corporate limits of the City of Plano; 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, Section 545.356 of the Texas Transportation Code, as amended, grants to cities operating under a Home Rule Charter the authority to control the operation of motor vehicles using its streets and to prescribe reasonable and safe prima facie maximum speed limits for the same; and

WHEREAS, roadside development along Legacy Drive between Parkwood Boulevard and Dallas Parkway has changed the prevailing roadway environment resulting in an increased potential for conflicts between competing road users; and

WHEREAS, traffic and engineering studies of Legacy Drive have been completed, and the City Council is of the opinion that the speed limits applicable to certain portions of this roadway should be altered.

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

Section I. The following prima facie maximum speed limits hereafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe, and such maximum speed limits are hereby fixed at the rate of speed indicated for motor vehicles traveling upon the named streets or highways or parts thereof. No motor vehicle shall be operated along or upon said portions of said named streets or highways within the corporate limits of the City of Plano in excess of the speeds now set forth.

Section II. Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsections:

“Legacy Drive:

(1) Forty (40) miles per hour along and upon Legacy Drive from its intersection with State Highway 5 (Avenue K) to its intersection with Preston Road;

(2) Forty-five (45) miles per hour along and upon Legacy Drive from its intersection with Preston Road to its intersection with State Highway 121.”

Section III. Section 12-74(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections to read as follows:

“Legacy Drive:

- (1) Forty (40) miles per hour along and upon Legacy Drive from its intersection with K Avenue to its intersection with Preston Road;
- (2) Forty-five (45) miles per hour along and upon Legacy Drive from its intersection with Preston Road to a point five hundred (500) feet east of its intersection with Parkwood Boulevard;
- (3) Forty (40) miles per hour along and upon Legacy Drive from a point five hundred (500) feet east of its intersection with Parkwood Boulevard to a point one hundred fifty (150) feet west of its intersection with the southbound frontage road of Dallas Parkway;
- (4) Forty-five (45) miles per hour along and upon Legacy Drive from a point one hundred fifty (150) feet west of its intersection with the southbound frontage road of Dallas Parkway to its intersection with State Highway 121.”

Section IV. The Traffic Engineer of Plano is hereby authorized to cause to be erected appropriate signs indicating such speed zone.

Section V. All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, except that an ordinance of the City establishing a school zone and speed limit therefore within the zones changed herein, shall not be repealed but shall prevail over this Ordinance. 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 full effect.

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

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

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

DULY PASSED AND APPROVED this 25th day of July, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

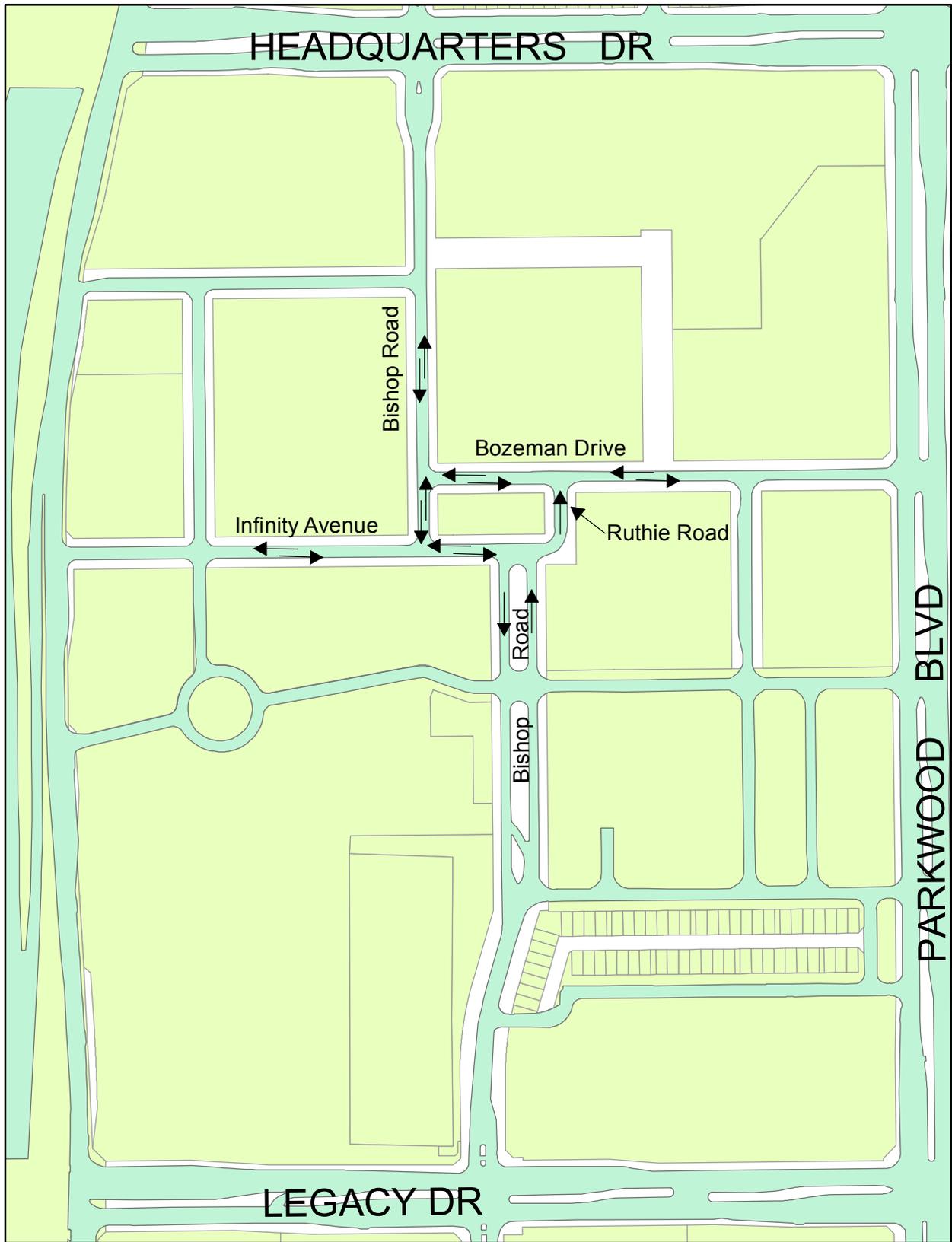
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

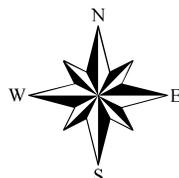


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/25/2011		
Department:	Public Works			
Department Head	Gerald Cosgrove			
Agenda Coordinator (include phone #): Irene Pegues (7198)				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Section 12-12(b) of Chapter 12 (Traffic Code) of the Code of Ordinances establishing a one way operation at all times on Ruthie Road within the corporate limits of the City of Plano; 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.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Any revenue received via fines as a result of this Ordinance is undeterminable at this time.				
STRATEGIC PLAN GOAL: Passage of this Ordinance relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The City of Plano Transportation Engineering Division (TED) received a complaint related to the traffic flow around the square created by the intersections of Bishop Road, Ruthie Road, Infinity Avenue, and Bozeman Drive in Legacy Town Center. The narrow streets combined with on-street parking, on-street loading, sharp corners, and large vehicles make it difficult for drivers to maneuver down Ruthie Road in both directions. By making Ruthie Road one-way northbound, traffic flow around the square can be maintained with minimal disruption to established traffic patterns. The TED supports changing the operation of Ruthie Road from two-way to one-way northbound and has prepared the attached ordinance for City Council consideration.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	



Ruthie Road
 One-Way Traffic Flow
 Recommendation



Transportation Engineering Division

An Ordinance of the City of Plano, Texas, amending Section 12-12(b) of Chapter 12 (Traffic Code) of the Code of Ordinances establishing a one way operation at all times on Ruthie Road within the corporate limits of the City of Plano; 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, the City Council of the City of Plano, Texas has authority under its charter and under and by virtue of the laws of the State of Texas, being Section 245.202(a)(10) of the Texas Transportation Code, as amended, to regulate the directional movement of vehicles on its streets, alleys, and highways; and

WHEREAS, upon review of the traffic flow within the area, the Public Works Department recommends changing Ruthie Road from a two-way street to a one-way street in order to establish a more effective flow of traffic in this area.

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

Section I. Section 12-12(b) of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended to add the following:

<u>Street</u>	<u>Extent</u>	<u>Direction of Traffic</u>
"Ruthie Road	From its intersection with Infinity Avenue to its Intersection with Bozeman Drive	Northerly"

Section II. 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 full effect.

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

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

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

DULY PASSED AND APPROVED this 25th day of July, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	7/25/11
Department:	Budget
Department Head	Karen Rhodes-Whitley
Agenda Coordinator (include phone #): J. Weedon, 7146	

CAPTION

An Ordinance of the City of Plano, Texas, transferring the sum of \$300,000 from the Water & Sewer Fund unappropriated fund balance for Fiscal Year 2010-11 to the Water & Sewer Fund operating appropriation for the purpose of providing funds for an Engineering Service Agreement for a water quality study; amending the budget of the City and Ordinance 2010-9-8, Section 1, Item "I" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	79,534,355	0	79,534,355
Encumbered/Expended Amount	0	0	0	0
This Item	0	300,000	0	300,000
BALANCE	0	79,834,355	0	79,834,355

FUND(S): WATER & SEWER FUND

COMMENTS: Supplemental appropriations approved to date for the Water & Sewer Fund, including this item, total \$300,000. The current Water & Sewer Fund balance supports this supplemental appropriation in the amount of \$300,000. There is a companion agenda item in the amount of \$283,305 for Engineering Service Agreement between the City of Plano and Arcadis U.S., Inc.

STRATEGIC PLAN GOAL: The Engineering Service Agreement relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Supplemental Appropriation No. 8

This supplemental appropriation will provide necessary funding for an Engineering Service Agreement with Arcadis U.S., Inc. to conduct a water quality study.

Supplemental Appropriation No. 8 Arcadis U.S., Inc.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Supplemental Appropriation Log and Ordinance.	Other Departments, Boards, Commissions or Agencies

An Ordinance of the City of Plano, Texas, transferring the sum of \$300,000 from the Water & Sewer Fund unappropriated fund balance for Fiscal Year 2010-11 to the Water & Sewer Fund operating appropriation for the purpose of providing funds for an Engineering Service Agreement for a water quality study; amending the budget of the City and Ordinance 2010-9-8, Section 1, Item "I" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for Fiscal Year 2010-11 setting the appropriations for the Water & Sewer Fund at \$79,534,355; and

WHEREAS, the City has adopted the goal of being a Financially Strong City with Service Excellence by improving the water quality delivered; and

WHEREAS, the Public Works Department has an opportunity to identify the primary causes of water quality episodes experienced by the City during June 2010 and April 2011 and review recommendations from Arcadis U.S., Inc to solve or reduce the likelihood of a recurrence of water quality episodes ; and

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

WHEREAS, the City Council now finds that additional appropriations to the Water & Sewer Fund operating appropriation should be made in order to provide additional funding for the water quality study, and that such action is a public necessity.

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

SECTION I. The estimated sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000) is hereby transferred from the Water & Sewer Fund unappropriated fund balance to the Water & Sewer Fund operating appropriation.

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

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

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

DULY PASSED AND APPROVED THIS THE 25TH DAY OF JULY, 2011.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

Diane C. Wetherbee, **CITY ATTORNEY**

**FY 2010-11
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Supplemental Appropriation for Pecan Hollow Golf Course sales tax audit.	Parks & Recreation	82,502
Supplemental Appropriation for auditing of additional major programs.	Accounting	42,000
Supplemental Appropriation for MP3's Plano Star Program.	City Manager	150,000
Supplemental Appropriation for United States Department of Justice.	Legal	433,263
Supplemental Appropriation for Award of Contract for Runoff Election.	City Secretary	72,951
TOTAL GENERAL FUND APPROPRIATIONS		\$ 780,716
TOTAL CATV FUND APPROPRIATIONS		\$ -
Supplemental Appropriation to Purchase 18.7 acres of land.	Parks & Recreation	1,250,000
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		\$ 1,250,000
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		\$ -
Supplemental Appropriation for Engineering Service Agreement for 2011 Water Quality Study	Public Works	300,000
TOTAL WATER & SEWER FUND		\$ 300,000
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		\$ -
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		\$ -
TOTAL GOLF COURSE FUND APPROPRIATIONS		\$ -
TOTAL RECREATION FUND APPROPRIATIONS		\$ -
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		\$ -
GRAND TOTAL ALL FUNDS		\$ 2,330,716



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/25/11		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): J. Weedon, 7146				
CAPTION				
An Ordinance of the City of Plano, Texas, transferring the sum of \$900,000 from the Water & Sewer Fund unappropriated fund balance for Fiscal Year 2010-11 to the Water & Sewer Fund capital appropriation for the purpose of providing funds to Archer Western Construction, LLC the lowest responsible bidder to upgrade the Custer Pump Station; amending the budget of the City and Ordinance 2010-9-8, Section I, Item "L" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	11,250,000	0	11,250,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	900,000	0	900,000
BALANCE	0	12,150,000	0	12,150,000
FUND(S): WATER CIP				
COMMENTS: Supplemental appropriations approved to date for the Water & Sewer Fund, including this item, total \$1,200,000. The current Water & Sewer Fund balance supports this supplemental appropriation in the amount of \$900,000. There is a companion agenda item in the amount of \$5,453,000 for a bid award to Archer Western Corporation, LLC to rehabilitate the Custer Pump Station.				
STRATEGIC PLAN GOAL: Rehabilitation of the Custer Pump Station relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Supplemental Appropriation No. 9				
This supplemental appropriation will provided necessary funding to Archer Western Corporation to rehabilitate the Custer Pump Station.				
Supplemental Appropriation No. 9 Archer Western Corporation, Inc.				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Supplemental Appropriation Log and Ordinance	Other Departments, Boards, Commissions or Agencies

An Ordinance of the City of Plano, Texas, transferring the sum of \$900,000 from the Water & Sewer Fund unappropriated fund balance for Fiscal Year 2010-11 to the Water & Sewer Fund capital appropriation for the purpose of providing funds to Archer Western Construction, LLC the lowest responsible bidder to upgrade the Custer Pump Station; amending the budget of the City and Ordinance 2010-9-8, Section I, Item "L" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for Fiscal Year 2010-11 setting the capital appropriations for the Water & Sewer System Fund transfer at \$11,250,000; and

WHEREAS, the City has adopted the goal of being a Financially Strong City with Service Excellence by replacing a station that has been in service since 1974; and

WHEREAS, the project consists of replacement of all pumps, motors, controllers, emergency generators and building renovation; and

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

WHEREAS, the City Council now finds that additional appropriations to the Water & Sewer Fund capital appropriation should be made in order to provide additional funding for the Custer Pump Station project, and that such action is a public necessity.

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

SECTION I. The estimated sum of NINE HUNDRED THOUSAND DOLLARS (\$900,000) is hereby transferred from the Water & Sewer Fund unappropriated fund balance to the Water & Sewer Fund capital appropriation.

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

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

SECTION IV. This supplemental appropriation Ordinance No. 9 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 25TH DAY OF JULY, 2011.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

Diane C. Wetherbee, **CITY ATTORNEY**

**FY 2010-11
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Supplemental Appropriation for Pecan Hollow Golf Course sales tax audit.	Parks & Recreation	82,502
Supplemental Appropriation for auditing of additional major programs.	Accounting	42,000
Supplemental Appropriation for MP3's Plano Star Program.	City Manager	150,000
Supplemental Appropriation for United States Department of Justice.	Legal	433,263
Supplemental Appropriation for Award of Contract for Runoff Election.	City Secretary	72,951
TOTAL GENERAL FUND APPROPRIATIONS		\$ 780,716
TOTAL CATV FUND APPROPRIATIONS		\$ -
Supplemental Appropriation to Purchase 18.7 acres of land.	Parks & Recreation	1,250,000
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		\$ 1,250,000
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		\$ -
Supplemental Appropriation for Engineering Service Agreement for 2011 Water Quality Study	Public Works	300,000
Supplemental Appropriation for construction contract with Archer Western Corporation, LLC	Public Works	900,000
TOTAL WATER & SEWER FUND		\$ 1,200,000
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		\$ -
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		\$ -
TOTAL GOLF COURSE FUND APPROPRIATIONS		\$ -
TOTAL RECREATION FUND APPROPRIATIONS		\$ -
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		\$ -
GRAND TOTAL ALL FUNDS		\$ 3,230,716



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	07/25/2011
Department:	Police
Department Head	Gregory W. Rushin
Agenda Coordinator (include phone #): Pam Haines, ext 2538	

CAPTION

A Public Hearing and consideration of a Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2011 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	2010-2011, 2011-12, 2012-13, 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0	0
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	35,523	0	0	35,523
BALANCE	0	35,523	0	0	35,523

FUND(S): POLICE GRANT FUNDS

COMMENTS: This grant contract, if approved, provides total funding in the amount of \$76,556 and approves an interlocal cooperation agreement between the City of Plano, the City of McKinney, and the Collin County Sheriff's Office for the disbursement of the 2011 Byrne Justice Assistance Grant (JAG), for the purpose of purchasing equipment resources for the respective Police departments. The resolution and grant agreement establishes the City of Plano as fiscal agent for the disbursement of funds to the City of McKinney, \$15,770; and the Collin County Sheriff's Office, \$25,263; leaving the City of Plano Police Department, \$35,523 of the awarded funds. The effective grant period will be for four years from the grant's effective date.

STRATEGIC PLAN GOAL: Acceptance and administration of Federal Grant Funds relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.

SUMMARY OF ITEM

The United States Department of Justice, pursuant to the amendments made by Section 201 of H.R. 3036 of the 108th Congress, as passed by the House of Representative on March 30, 2004, has offered the City of Plano, the City of McKinney and Collin County Sheriff's Office a grant totaling \$76,556.00 for the purpose of purchasing equipment resources for their respective departments. The City of Plano being the fiscal agent will disburse to the City of McKinney \$15,770, and the Collin County Sheriff's Office \$25,263 from the total amount awarded, leaving the City of Plano Police Department \$35,523 of the awarded funds. The effective grant period will be for four years from the grant's effective date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Memo, Resolution, Exhibits A & B	Other Departments, Boards, Commissions or Agencies



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax. No. 972-941-2177
www.planopolice.org

MEMORANDUM

DATE: July 1, 2011

TO: LaShon Ross, Deputy City Manager

FROM:  Gregory W. Rushin, Chief of Plano

SUBJECT: 2011 Edward Byrne Memorial Justice Assistance Grant

On July 25, 2011 the City Council will be asked to adopt a resolution authorizing the City of Plano to participate in, and receive funding through, the 2011 Byrne Justice Assistance Grant program. The grant will provide the Plano Police Department, McKinney Police Department and Collin County Sheriff's Office with \$76,556.00 to be used towards the purchase of necessary equipment for Police resources.

This grant was established under the authority of Public Law 109-162 (Jan 5, 2006) Title XI – Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111., Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, and authorizes you to execute any and all documents necessary to effectuate the action taken.

Prior to the awarding of the funds, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance requires, as a part of the application process, the jurisdiction receiving the funds hold at least one public hearing regarding the proposed use of funds. Plano Police Department's portion of \$35,523 will be used to purchase tactical vests for the Plano Police Tactical Team. The public hearing scheduled for the July 25, 2011 Council Meeting is to meet these requirements and consider the disbursement of these grant funds.

The Plano Police Department has been designated as the fiscal agent for these funds and equitable sharing has been determined to be McKinney Police Department \$15,770, Plano Police Department \$35,523 and Collin County Sheriff's Office \$25,263.

This is the seventh grant offered through the Byrne Justice Assistance Grant since the merger of the Byrne Grant Program and Local Law Enforcement Block Grant (LLEBG).

There is no cash match for this grant.

GWR/ph

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2011 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City of Plano, the City of McKinney, and the Collin County Sheriff's Office have previously agreed that Plano Police Department would serve as Fiscal Agent for the JAG Grant (see attached "Exhibit A"); and

WHEREAS, the funds are ready to be disbursed pursuant to the attached Interlocal Agreement, which is the subject of this resolution. (see attached "Exhibit B"); and

WHEREAS, the City Council of the City of Plano held a public hearing and provided an opportunity for citizens and neighborhood or community-based organizations to comment on the terms and conditions of the proposed interlocal agreement; and

WHEREAS, this Agreement is made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

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

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

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

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

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

DULY PASSED AND APPROVED this the 25th day of July, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

GMS APPLICATION NO. 2011-H3290-TX-DJ

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COLLIN COUNTY SHERIFF'S OFFICE, THE
CITY OF MCKINNEY, AND THE CITY OF PLANO, TEXAS
REGARDING THE 2011 BYRNE JUSTICE ASSISTANCE GRANT
(JAG) PROGRAM**

This Memorandum of Understanding sets forth the agreement by and between the Collin County Sheriff's Office, the City of McKinney, and the City of Plano, Texas regarding the application process of the 2011 Byrne Justice Assistance Grant (JAG) Program Award.

The City of Plano agrees to be the applicant/fiscal agent of the 2011 Byrne Justice Assistance Grant (JAG) Program.

The funds for this grant will be distributed as follows:

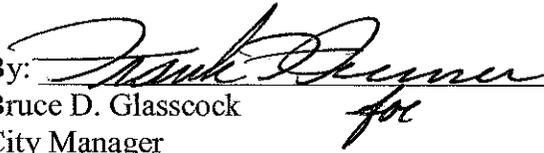
McKinney Police Department	\$15,770.00
Plano Police Department	\$35,523.00
Collin County Sheriff's Office	\$25,263.00
Total funds from the JAG	\$76,556.00

The Collin County Sheriff's Office, the City of McKinney, and the City of Plano, Texas agree to enter into an agreement setting forth the terms and conditions regarding the administration of the 2011 Justice Assistance Grant (JAG) Program Award.

COLLIN COUNTY SHERIFF'S OFFICE

By: 
Terry Box
Sheriff

CITY OF PLANO, TEXAS

By: 
Bruce D. Glasscock
City Manager

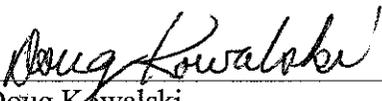
By: 
Gregory W. Rushin
Chief of Police

APPROVED AS TO FORM


Diane C. Wetherbee
City Attorney

CITY OF MCKINNEY, TEXAS

By: 
Jason Gray
City Manager

By: 
Doug Kowalski
Chief of Police

By Rick Chaffin, Deputy City Manager
and authorized signatory

EXHIBIT "B"

GMS APPLICATION NUMBER 2011-H3290-TX-DJ

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF PLANO, CITY OF MCKINNEY, AND THE COLLIN COUNTY SHERIFF'S OFFICE OF COLLIN COUNTY, TEXAS FOR THE DISBURSEMENT OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD

This Agreement is made and entered into this ____ day of _____, 2011, by and between the City of Plano, acting by and through its governing body, the City Council, hereinafter referred to as City of Plano; the City of McKinney, acting by and through its governing body, the City Council, hereinafter referred to as City of McKinney; and the Collin County Sheriff's Office, hereinafter referred to as CCSO, collectively (the "Parties" or each "Party").

WHEREAS, the Parties have previously agreed that Plano Police Department would serve as Fiscal Agent for the Edward Byrne Memorial Justice Assistance Grant Formula Award, (hereafter the "JAG Award"); and

WHEREAS, the JAG Award funds are ready to be disbursed; and

WHEREAS, this Agreement is made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

WHEREAS, the governing body of each Party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the governing body of each Party finds that the performance of this Agreement is in the best interests of the Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Parties believe it to be in their best interests to reallocate the JAG Award funds.

NOW THEREFORE, the Parties agree as follows:

1. City of Plano agrees to pay CCSO a total of **\$25,263.00** of the JAG Award funds which will be used by CCSO to purchase spotlight mounted thermal imagers for Patrol vehicles.
2. City of Plano agrees to pay the City of McKinney a total of **\$15,770.00** of the JAG Award funds which will be used by the City of McKinney to upgrade the department's Mobile Information Platform System.
3. City of Plano agrees to receive the remaining total of **\$35,523.00** of the JAG Award funds which will be used by the City of Plano to purchase ballistic vests for the Police Department's Tactical Unit.
4. Nothing in the performance of this Agreement shall impose any liability for claims against any of the Parties other than claims for which liability may be imposed by the Texas Tort Claims Act.
5. Each Party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
6. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
7. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein.

[Remainder of Page Intentionally Left Blank]

CITY OF Plano, Texas,

By: _____
Bruce D. Glasscock
City Manager

By: _____
Gregory W. Rushin
Chief of Police

COLLIN COUNTY SHERIFF'S OFFICE

By: _____
Terry Box
Collin County Sheriff

By: _____
Keith Self
Collin County Judge

CITY OF MCKINNEY, TEXAS

By: _____
Jason Gray
City Manager

By: _____
Doug Kowalski
Chief of Police

DATE: July 6, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of July 5, 2011

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2011-16
APPLICANT: CITY OF PLANO**

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and related sections of the Zoning Ordinance regarding definitions for Community Center and Accessory Building or Use.

APPROVED: 6-1 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended that the definition for "Community Center" be changed to read as follows: (Additions are in underlined text, deletions are struck through)

Amend Section 1.600 (Definitions) of Article 1 (General Regulations), such definition to read as follows:

Community Center - A place, which may include a building, complex of buildings, indoor or outdoor athletic fields, or combination thereof, that provides for cultural, recreational, athletic, or entertainment activities facilities owned and/or operated by a governmental agency or private non-profit agency organization.

The Commissioner voting in opposition to the motion was in support of amending the Accessory Building or Use definition instead of the Community Center definition, in order to allow accessory uses associated with religious and other non-profit organizations to occur offsite.

The Commission was favorable to evaluating the districts in which Community Center uses are allowed within; however, they seek direction from the City Council first regarding the Community Center definition.

KP/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

July 5, 2011

Agenda Item No. 7

Public Hearing: Zoning Case 2011-16

Applicant: City of Plano

DESCRIPTION:

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and related sections of the Zoning Ordinance regarding definitions for Community Center and Accessory Building or Use.

REMARKS:

At the May 16, 2011, Planning & Zoning Commission meeting an appeal was made regarding the Director of Planning's interpretation of the appropriate use classification for outdoor athletic fields operated by a non-profit organization. At that meeting, the Commission, based on the current language in the Zoning Ordinance, did not uphold the Director of Planning's interpretation of the outdoor athletic fields as a Community Center. Additionally, the Commission provided further direction, requesting to consider amendments to the Community Center and Accessory Building or Use definitions and called a public hearing for this purpose. Below is information about each option for the Commission's consideration.

Community Center

A Community Center is currently defined as "A building or complex of buildings that house cultural, recreational, athletic, or entertainment facilities owned and/or operated by a governmental agency or private non-profit agency." Since this definition refers to a building or complex of buildings, the Commission requested that staff develop a revised definition for consideration that includes outdoor athletic fields: (additions are underlined, deletions are struck through)

"Community Center - A place, which may include a building, complex of buildings, indoor or outdoor athletic fields, or combination thereof, that provides for cultural, recreational, athletic, or entertainment activities ~~facilities~~ owned and/or operated by a governmental agency or private non-profit agency."

The Community Center use is presently allowed with a specific use permit (SUP) in all single-family and multifamily residential zoning districts and by right in all nonresidential districts. As the proposed definition expands the functions of the Community Center use, the proposed change does not create conflicts for existing Community Center uses.

The call for public hearing did not include amendments to the districts in which Community Center uses are allowed or prohibited within. However, if the Commission determines that they would also like to evaluate the zoning districts in which Community Center uses are allowed, then staff recommends calling a public hearing for that purpose. This may be done in conjunction with amendments to the Community Center definition at a future meeting date, or the Commission may evaluate the districts separately from the definition amendment.

Accessory Building and Use

The Commission also requested information regarding the possibility of amending the definition for Accessory Building and Use, specifically as it relates to religious facilities and other non-profit organizations and allowing for their accessory activities to occur offsite (i.e. not on the same platted lot). Accessory Building or Use is currently defined as:

“A building or use that is clearly subordinate to and functionally related to the primary building or use, which contributes to the comfort, convenience, or necessity of occupants of the primary building or use on the same platted lot. Accessory buildings shall be detached from the primary building and shall not be used for living quarters.”

Examples of common accessory uses include: a child or adult day care center use being accessory to a church use, a golf driving range use being accessory to a golf course use, the operation of a tattoo parlor use being accessory to a health spa use, and a home occupation use to a residence.

Per the Commission’s request, staff proposes the following amended definition for the Commission’s consideration:

“A building or use that is clearly subordinate to and functionally related to the primary building or use, which contributes to the comfort, convenience, or necessity of occupants of the primary building or use on the same platted lot. Accessory buildings shall be detached from the primary building and shall not be used for living quarters. Accessory uses to religious facilities and other non-profit organizations are not required to occur on the same platted lot.”

There are several issues to consider related to this proposed definition for Accessory Building or Use.

Use Relationship

Accessory uses are intended to be subordinate to and functionally related to the primary building or use; they should be customarily related to the primary use and dependant on the primary use. Once a use exceeds these parameters, it should be regulated as a primary use.

The requirements that the accessory use be on the same platted lot prevents accessory uses from occurring on satellite properties which could be quite some distance away and may have different zoning from the primary use site. The same platted lot requirement helps insure that the accessory use is subordinate to and functionally related to the primary building or use.

Staff surveyed other cities and found that while the exact language varies, definitions for accessory use almost universally include a restriction that the use occur on the same platted lot.

Zoning

If an accessory use were to be allowed offsite, situations could occur where the zoning for the parcel with the primary use is different than the zoning on a parcel where the accessory use would be located. Should a situation arise where the accessory use is essentially functioning as the primary use on the property which is located in a zoning district that prohibits the use, the use should be prohibited. Allowing an accessory use on a property to function as an otherwise prohibited primary use, results in inconsistent zoning regulations, and potentially inappropriate land uses being juxtaposed. Land use conflicts could arise from this.

Religious facilities are allowed by right in all zoning districts. Therefore, careful consideration should be given to whether offsite accessory uses should also be allowed by right in all districts. For example, if there is a restaurant on a property that is owned by a religious facility, but the place of worship is not on that same property, the use of the property would be a restaurant.

Regulation Consistency

It is important to have consistency in the way accessory uses are regulated so that non-profit organizations and religious entities are not treated differently than other entities that may have accessory uses. Other entities within the city may question why they are not being provided the same flexibility and benefit regarding how their accessory uses are regulated when compared to religious facilities and non-profit organizations.

For these reasons, staff believes that the city's current definition for Accessory Building and Use is sufficient for regulating accessory uses associated with religious facilities and non-profit organizations.

RECOMMENDATION:

Recommended that the definition for "Community Center" be changed to read as follows: (Additions are in underlined text, deletions are struck through)

Amend Section 1.600 (Definitions) of Article 1 (General Regulations), such definition to read as follows:

Community Center - A place, which may include a building, complex of buildings, indoor or outdoor athletic fields, or combination thereof, that provides for cultural, recreational, athletic, or entertainment activities ~~facilities~~ owned and/or operated by a governmental agency or private non-profit agency.

ZC 2011-16

An Ordinance of the City of Plano, Texas, amending Section 1.600 (Definitions) of Article 1 (General Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to amend the definition of Community Center; 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 25th day of July, 2011, 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 25th day of July, 2011; 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. Section 1.600 (Definitions) of Article 1 (General Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to amend the definition of Community Center, such portion of the section to read as follows:

1.600 Definitions

Community Center - A place, which may include a building, complex of buildings, indoor or outdoor athletic fields, or combination thereof, that provides for cultural, recreational, athletic, or entertainment activities owned and/or operated by a governmental agency or private non-profit organization.

Section II. 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 III. 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 IV. 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 V. 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 VI. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 25TH DAY OF JULY, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



DATE: July 14, 2011
TO: City Manager Glasscock
FROM: City Secretary Zucco
RE: Senate Bill 100

Senate Bill 100 was brought forward for compliance with the *Military and Overseas Voter Empowerment (MOVE) Act* passed by Congress in 2009 which makes the voting process more accessible for military/overseas citizens. The General Primary Election date remains the first Tuesday in March; however, the runoff is moved to the fourth Tuesday in May (from the second Saturday). Additionally, while it retains the second Saturday in May as a Uniform Election date, county election administrators are not required to enter into contracts for even-numbered years.

Section 4 of the bill sets out the uniform election dates for the City of Plano General Election as:

- 2nd Saturday in May in odd-numbered years
- 2nd Saturday in May in even-numbered years (Collin County has indicated they will not provide services)
- 1st Tuesday after 1st Monday in November

Possible options and their impacts are included in the accompanying chart and include:

Option "A" – Retaining the current structure of holding May elections with staggered terms. This option would keep the same election cycle and require no legislative action. The City would be responsible for the administration of elections and associated costs for even-numbered years.

Option "B" – Retaining staggered terms and moving to May of odd-numbered years only. Under this scenario, Council Members would serve four-year, staggered terms with elections held in the May of odd-numbered years. (eg. Places 2,4,6,8 would be elected in 2013 and serve until 2017; Places 1,3,5,7 would be elected in 2015 and serve until 2019). This option would require a resolution describing the intended change, a charter election and utilization of a holdover provision.

Option "C" – Removing staggered terms and electing all Council Members in the May of odd-numbered years. This option would also require a resolution describing the intended change, a charter election and utilization of a holdover provision.

Option "D" – Retaining staggered terms and moving to a November election date. Because the City's Charter does not specify a November date, this option does not require a charter election and would utilize a holdover provision.

SB 100 IMPACTS AND OPTIONS

	Option A	Option B	Option C	Option D
Election Date	May (Current 3-year staggered terms)	May in Odd-Numbered Years (Staggered 4-year terms)	May in Odd-Numbered Years (2-year terms – All Council members elected simultaneously)	November (Current 3-year staggered terms)
Entity Conducting Election	Odd-numbered years: County Even-numbered years: City or third-party administrator	County	County	County
Action	No action required	-Adopt Resolution to detail provisions -Charter Election in Nov. 2011 to alter terms Ordered by 9/7/11	-Adopt Resolution to detail provisions -Charter Election in Nov. 2011 to alter terms Ordered by 9/7/11	No action required
Approximate Costs for General Election: All costs are dependent on the number of entities participating	Odd-numbered: \$30,000 Even-numbered: \$110,000	\$30,000	\$30,000	\$100,000
Considerations	-Availability of equipment, experienced judges/clerks, and possible third-party administrator -City Secretary department impact (staffing) -Proximity to primary run-off early voting -Any reduction in polling locations would reduce costs			-Collin County has indicated local elections will be at the top of the ballot, but not legally bound. -Partisan elections -Voter fatigue -More voters -Polling locations determined by County
Council Member Terms	Elected 2009 2011 Term Exp 2012 2014	-Current Council Members would be holdovers (eg. Term for those elected in 2009 would extend to 2013; 2011 to 2015. -Council determination on number of terms. Issues addressed in Charter Election.	-Current Council Members' with terms in 2009 would holdover to 2013, then begin 2-year cycle. -Those elected in 2011 may need be held over to 2015 when all members would be in sync. -Council determination on number of terms Issues addressed in Charter Election.	Utilize holdover provision to get to November Elected 2009 2011 Term Exp 2012 2014

Notes: Due to the proximity of the primary run-off election in even-numbered years, County voting equipment will not be available. Under all options, Plano will begin contracting with Denton County for residents in that area in 2012 and those costs are not included. Any change in dates, locations, etc. will require Department of Justice preclearance.

Memorandum

Date: July 14, 2011

To: Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager

From: Steve Sims, Senior Planner

Subject: Revised City Council Districts

Plano's City Charter and Ordinance 96-11-26 provides a framework for evaluating the population distribution of the four Council Districts to determine if the district boundaries require adjustment as the city's population grows and shifts. Demographic information from the U.S. Census Bureau for small areas within the city is used to determine the population distribution of the Council Districts. The current configuration of the Council Districts, as approved in November 2001 (see attached map), was based on 2000 Census data.

City Charter and Ordinance Regulations

The City Charter states there shall be four City Council Districts equal in population distribution while Section IV of Ordinance 96-11-26 states that the City Council shall review Council District populations every five years. Should the population difference between the largest and smallest districts approach 25%, the Council may consider redistricting and or re-establishment of district boundaries to maintain equity in the apportionment of population within each district.

2000 Census and 2010 Census Results

It has been ten years since the Council updated the district boundaries for the four Council Districts. Information from the 2010 Census is now available to review the Council Districts to determine if new district boundaries are necessary in order to have consistent population distributions within each district.

The city has grown by almost 38,000 people during the last decade from 222,030 residents in 2000 to a population of 259,841 by 2010. The data in Table 1 shows how Plano's population distribution within each Council District has changed over the last decade.

TABLE 1
City Council Districts, 2000 Census and 2010 Census

Council District	2000 Census	2010 Census	Population Change	Percent Change
1	51,460	61,471	10,011	+19.5%
2	53,831	73,769	19,938	+37.0%
3	56,590	67,399	10,809	+19.1%
4	60,149	57,202	-2,947	-4.9%
Total	222,030	259,841	37,811	+17.0%
Differential*	16.88%	28.96%		

Sources: 2000 and 2010 Censuses, City of Plano

*Differential refers to the percentage difference in population between the largest and smallest districts.

There was population growth in Council Districts 1, 2, and 3 while Council District 4 experienced a decline in population. The resulting population differential between the largest district (Council District 2) and the smallest district (Council District 4) was 28.96% (16,567 people). Table 1 indicates the differential in the population distribution of the largest and smallest districts exceeds the 25% criteria as provided for in Ordinance 96-11-26. Therefore, the Council should re-establish the district boundaries due to the population difference exceeding the 25% criteria between the largest and smallest districts.

Proposed Revisions

Staff has developed two proposals to reduce the population differential between the smallest and largest Council Districts, and to improve consistency in the population distribution of each district. The two proposals are shown in Table 2 along with the current population of the four Council Districts. All data is from the 2010 Census.

TABLE 2
Proposed Revisions

Council District	Current Distribution	Option 1 Distribution	Option 2 Distribution
1	61,471	61,471	64,196
2	73,769	64,252	64,252
3	67,399	67,399	64,674
4	57,202	66,719	66,719
Total	259,841	259,841	259,841
Differential*	28.96%	9.64%	3.93%

Sources: 2010 U.S. Census and City of Plano

*Differential refers to the percentage difference in population between the largest and smallest districts.

Option 1

Option 1 (see attached map) involves moving the district boundary between Council Districts 2 and 4 west from Ohio Drive to Preston Road between Park Boulevard and Parker Road, and west of Coit Road between Parker Road and Spring Creek Parkway. This would be an exchange of over 9,500 people from Council District 2 over to Council District 4. Council District 3 would become the largest in population and Council District 1 the smallest. Council District 3 would be 9.64% larger than Council District 1.

Option 2

Option 2 (see attached map) retains the proposal mentioned in Option 1, and moves the district boundary between Council Districts 1 and 3 west from Alma Drive over to Rainier Road between Spring Creek Parkway and Legacy Drive. This change would increase Council District 1's population by 2,725 people and would create fairly equal population distributions in Council Districts 1, 2, and 3. Council District 4 would be the largest in population at 66,719 people, and the increase in population of Council District 1 would reduce the population differential between the largest and smallest districts to 3.93%.

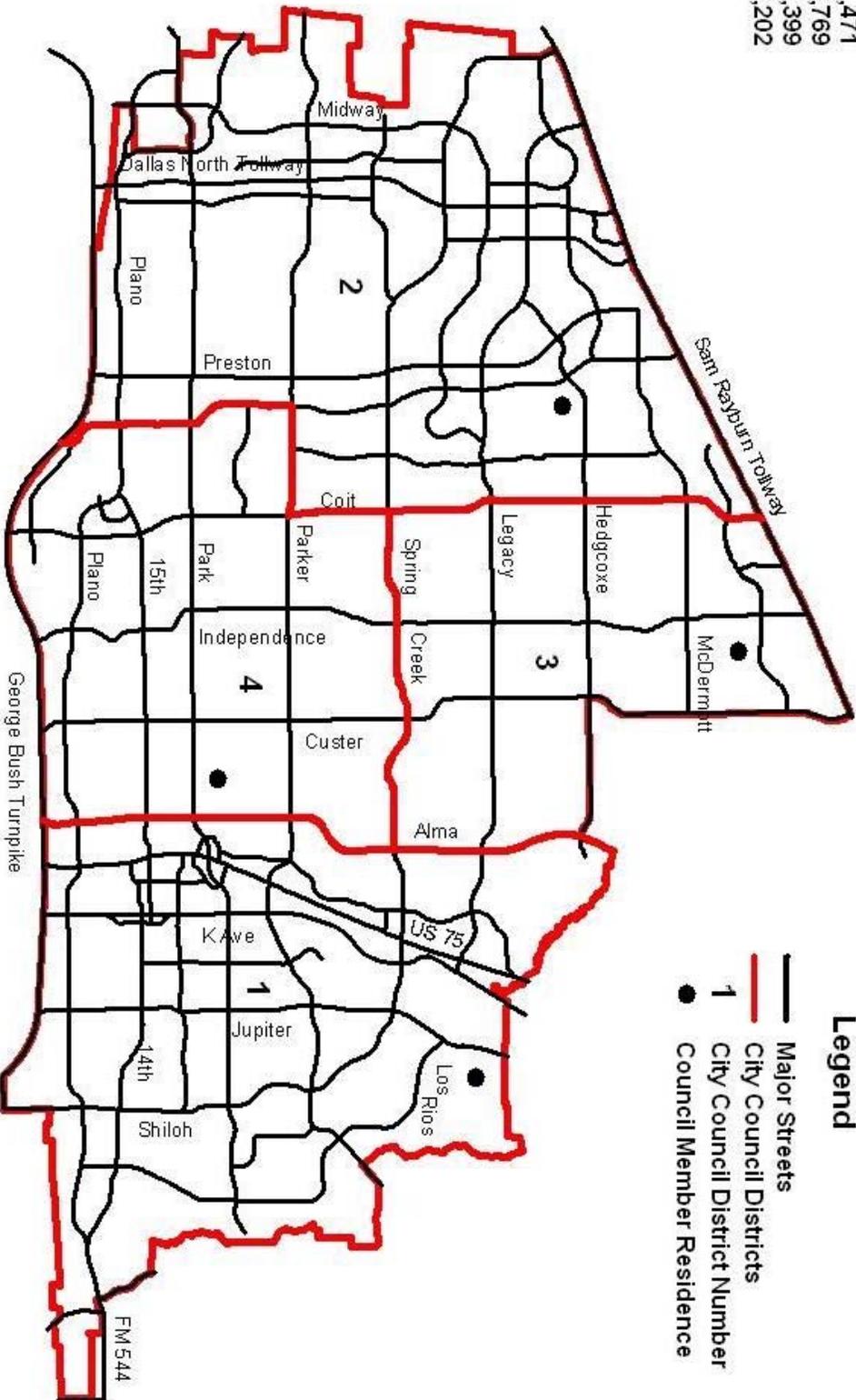
Recommendation

Staff requests that the Council consider the two proposed revisions to the Council District map and provide direction regarding the desired re-districting option. Staff will then prepare an ordinance for adoption by Council at their meeting on August 8, 2011.

Current City Council District Map

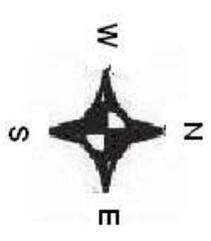
District	2010 Census
1	61,471
2	73,769
3	67,399
4	57,202

TOTAL: 259,841



- Legend**
- Major Streets
 - City Council Districts
 - 1 City Council District Number
 - Council Member Residence

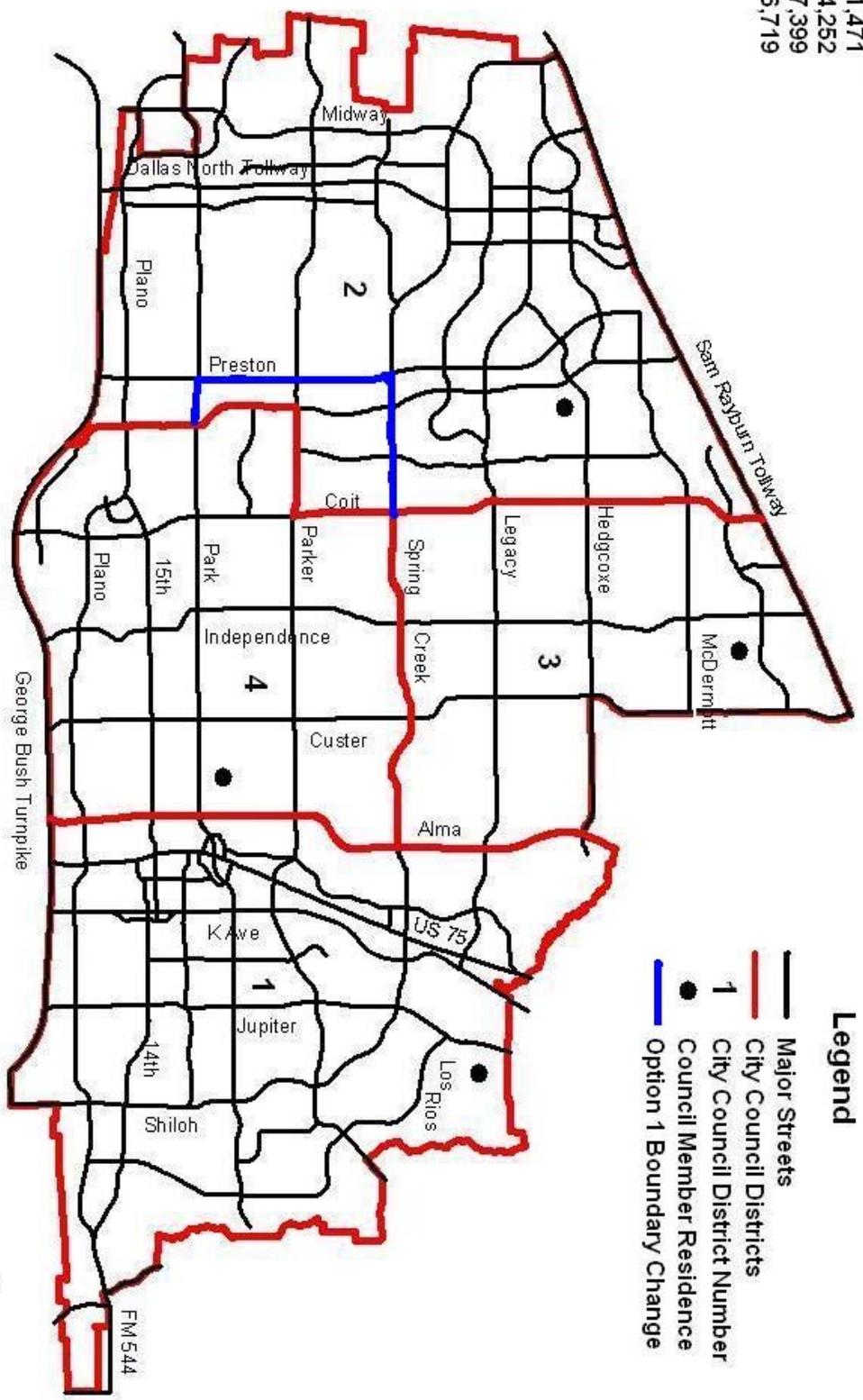
Adopted by City Council, November 12, 2001
 Approved by the U.S. Justice Department, February 2002



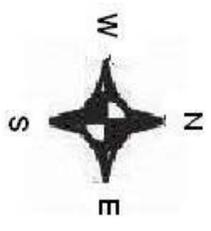
Option 1 for City Council Districts

District	2010 Census
1	61,471
2	64,252
3	67,399
4	66,719

TOTAL: 259,841



- Legend**
- Major Streets
 - City Council Districts
 - 1 City Council District Number
 - Council Member Residence
 - Option 1 Boundary Change



Option 2 for City Council Districts

District	2010 Census
1	64,196
2	64,252
3	64,674
4	66,719

TOTAL: 259,841

