

# CITY COUNCIL

1520 AVENUE K



DATE: 8/27/2012  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Reverend Alice Coder  
First United Methodist Church Plano  
PLEDGE OF ALLEGIANCE: Cadette Girl Scout Troop 656

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>Proclamation: Members of the Plano ISD PTAs are celebrating Family Engagement Month</p> <p>Proclamation: The InTouch Credit Union Plano Hot Air Balloon Festival will take place September 21 through September 23 this year</p> <p>Presentation: Nancy Nevil, Director of the Plano Sustainability &amp; Environmental Services Department, is celebrating thirty years with the City of Plano</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p> <p><b><u>CONSENT AGENDA</u></b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><b><u>Approval of Minutes</u></b></p> <p>August 8, 2012 August 13, 2012 August 18, 2012</p>	
	<p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p>	
(b)	<p>Bid No. 2012-269-B for the 2011-2012 Residential Concrete Pavement Project Zone I10 &amp; J9, Project No. 6211 to Jerusalem Corporation in the amount of \$1,370,742 and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2012-223-B to approve the purchase of two (2) Portable Video Surveillance Towers, at a total cost of \$99,000 from Cameras Onsite LLC, through the 2010 COPS Child Sexual Predator Grant and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>To terminate Contract No. 2011-204-C Tires – New, and award Bid No. 2012-260-C for a one (1) year contract with three (3) city optional renewals to purchase Tires – New for Inventory Control &amp; Asset Disposal (ICAD) from A to Z Tire &amp; Battery, Inc., American Tire Distributors, and Southern Tire Mart in an estimated amount of \$316,686 and authorizing the City Manager to execute all necessary documents.</p>	
	<p><b><u>Purchase from an Existing Contract</u></b></p>	
(e)	<p>To approve the purchase of the installation of conduits and cabling for the Technology Services Data Center Renovation project, in the amount of \$149,948 from Able Communications, Inc. through an existing contract and authorizing the City Manager to execute all necessary documents. (City of Plano Contract Number 2011-195-C)</p>	
	<p><b><u>Adoption of Resolutions</u></b></p>	
(f)	<p>To extend the time limits of an exclusive period for development of a preliminary project design and the negotiation of the terms and conditions of a development agreement by and between the City of Plano, Texas and Prescott Realty Group for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager; and providing an effective date.</p>	
(g)	<p>To approve the terms and conditions of an agreement by and between the City of Plano, Texas and Alcatel-Lucent USA, Inc., a sole source provider, to purchase services and products related to the Phase 7 upgrade and replacement of the existing microwave radio system in the amount of \$677,448; authorizing its execution by the City Manager and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	To find Officer Samuel Mark McClendon is entitled to defense representation pursuant to the City Code of Ordinances in connection with the matter of Roger C. Fountain v. City of Plano Police Department, et al., in the United States District Court for the Eastern District of Texas, Sherman Division, Case No. 4:12-cv-00026; and providing an effective date.	
(i)	To find Officer Stan Roady is entitled to defense representation pursuant to the City Code of Ordinances in connection with the matter of Roger C. Fountain v. City of Plano Police Department, et al., in the United States District Court for the Eastern District of Texas, Sherman Division, Case No. 4:12-cv-00026; and providing an effective date.	
<p><b><u>Adoption of Ordinances</u></b></p>		
(j)	To amend Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Park Boulevard 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 penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.	
(k)	To repeal Ordinance No. 2011-9-31 and approve the updated classification, including the number of positions and compensation plan, for the Fire Department sworn personnel for fiscal year 2011-2012 effective August 28, 2012; and providing a repealer clause, a severability clause and an effective date.	
<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p>		
<p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p>		
<p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>		
(1)	Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 0.65 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code).	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-20 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 630 so as to allow the additional use of Private Club on 0.7± acre of land located on the north side of Spring Creek Parkway, 470± feet east of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Iraj Zilaie</p>	
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-21 to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and Subsection 3.102 (Day Care Centers, Day Care Centers (In-home), and Day Care Centers (Accessory)) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding day care centers (in-home); and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p> <p><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**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/27/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
Proclamation: Members of the Plano ISD PTAs are celebrating Family Engagement Month				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

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Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
PROCLAMATION: The InTouch Credit Union Plano Hot Air Balloon Festival will take place September 21 through September 23 this year				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
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This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

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Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
Presentation: Nancy Nevil, Director of the Plano Sustainability & Environmental Services Department, is celebrating thirty years with the city. .				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL**  
**Worksession**  
**August 8, 2012**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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

Mayor Dyer convened the Council into the Worksession on Wednesday, August 8, 2012, at 6:02 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

**Funding Requests**

Presentation of Cultural Affairs Commission

Cultural Affairs Commission Chair Mahoney thanked the Council, commission members and Staff and spoke regarding the increase in hotel/motel funds and the grant application process. She advised that walks/runs are no longer eligible for funding through the Cultural Affairs Commission and spoke to the review of 23 applicants with 4 for events/urban-town center items and 19 for arts grants. She spoke to the receipt of two incomplete applications, one for a group that no longer qualifies and those not receiving recommendations following review. Ms. Mahoney advised that recommendations include a total of \$38,227 from the General Fund and \$157,168 from the Hotel/Motel Fund for special events and a total of \$735,583 from the Hotel/Motel Fund for the arts.

Mayor Dyer invited speakers from the audience. Jason Rice of Rover Dramaworks spoke in support of the Cultural Affairs Commission and their decisions and stated concern regarding an organization's possible misrepresentation as the Arts Centre of Plano. Jamey Jamison of Art and Drama Centre Theatre spoke regarding their programs/participation and requested Council reconsideration of their request. Bonnie Shea of the Historic Downtown Plano Association spoke to prior grants received for in-kind services to fund police coverage and growth of the festival. She spoke to preparation of financial statement and attendance at quarterly meetings and requested reconsideration of the grant request. No other audience members addressed the Council.

Mayor Dyer commended the Commission on their work and spoke to the City's efforts towards development of the downtown area and in support of the Historic Downtown Plano request. Ms. Mahoney responded to the Council regarding other groups that utilize in-kind services and meeting attendance requirements for those receiving grants. She advised regarding the Commission's diligent consideration of all requests and concerns related to the administrative/fiscal responsibility portion of the application. The Council thanked the board for their efforts and spoke to the importance of follow-up with grant recipients. City Manager Glasscock advised that in the future, Staff will consider the funding in-kind requests for community events through the General Fund rather than the grant process with appeals coming forward to Council. The Council stated a consensus to provide a \$10,000 grant to the Historic Downtown Plano Association.

Mayor Dyer spoke regarding the close scoring for Art and Drama Centre Theatre. Mr. Glasscock advised that, should Council provide funding to the group, other allocations would need to be adjusted and Deputy Mayor Pro Tem Harris spoke to the increase in funding requested over last year. Ms. Mahoney advised regarding concerns related to the group's administration/fiscal responsibility due to the lack of budget reports and IRS forms. The Council spoke in support of the Commission's work and requested they be available to provide assistance to the group. The Council stated a consensus in support of the Commission's denial. Mr. Jamison spoke to the delay in reports received from the IRS, scoring by the Commission, and success of the program. Mayor Dyer expressed his appreciation for the process, but disagreement with the decision.

#### Special Event Funding Discussion

Director of Public Information Conklin spoke regarding large community events coordinated by outside organizations including Christmas Parade, July 4<sup>th</sup> Parade, Sunset at Memorial Park, All-American 4<sup>th</sup>, Dickens in Historic Downtown Plano, and Holiday Lights in Downtown. She spoke to a reduction in funding for the Christmas and July 4<sup>th</sup> parade as organizers have reduced insurance costs. City Manager Glasscock spoke to this item as Council's reaffirmation of the importance of these events, inclusion in the budget process and advised that other in-kind funding as discussed for the Historic Downtown Plano Association will be included in future years.

#### Presentation of Heritage Commission

Planning Manager Firgens advised that monies are provided by hotel/motel taxes and spoke to consideration of how projects support hospitality and tourism in Plano. She advised that four agencies requested funding and spoke to operations/maintenance awards capped at their 2009-10 funding levels impacting the Heritage Farmstead and Plano Conservancy for Historic Preservation. Ms. Firgens responded to the Council, advising that because the hotel/motel tax revenues may fluctuate, the City may adjust the final payment should funds be unavailable. Heritage Commission Chair Quaintance-Howard spoke to recommended grants and projects for the Heritage Farmstead Museum (\$530,000), Plano Conservancy for Historic Preservation, Inc. (\$189,500) and North Texas Masonic Historical Museum and Library (\$16,083). She advised that the Parks and Recreation Department requested funding for an architectural study of the Saigling House which was declined based on the lack of ties to tourism, undefined plans, and ownership of property. Ms. Quaintance-Howard responded to the Council regarding the cost for electrical repairs at the Masonic museum and the group's pursuit of other resources.

### Buffington Community Service Grants

Community Relations Chair Grady thanked the Council, commissioners and Staff for their efforts. He advised that the fund was established in 1998 to address community needs and provide for programs addressing short-term, urgent economic assistance or care services; offer immediate relief of a crisis impacting the physical and/or mental health of Plano residents and meet a consolidated plan goal. He advised that grants are limited to 50% of any agency's budget by state law and are available to non-profit agencies that have been in operation for three years. Mr. Grady reviewed data regarding City poverty, homelessness and unemployment levels, spoke to financial challenges, and advised that of the 28 applications for funding, 7 were funded with federal monies (\$175,344) and 15 with Buffington Community Service funds (\$263,500 or \$1/capita). He reviewed the impact of funding and progress toward the five-year goals of supporting the creation of additional shelter, support services, and transitional housing for homeless and under-housed (68% complete) and supporting organizations engaging in public services for special needs populations of Plano residents (133% complete). He responded to the Council, advising that monies from the Buffington Grants must be used for Plano individuals. Mayor Dyer thanked the board for their efforts and the Council stated consensus for their recommendations.

### Council Items and Issues for Discussion

Mayor Pro Tem Smith requested a future agenda item regarding the Preston/Legacy Median Left Turn.

Nothing further was discussed. Mayor Dyer thanked staff, spoke to the August 18, 2012, Budget Worksession, and adjourned the meeting at 7:40 p.m.

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**Phil Dyer, MAYOR**

ATTEST:

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
AUGUST 13, 2012**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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

Mayor Dyer called the meeting to order at 5:00 p.m., Monday, August 13, 2012, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; receive information regarding Economic Development, Section 551.087 and Security, Section 551.076; and to discuss Personnel, Section 551.074 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 6:47 p.m.

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

No items were discussed.

**North Texas Tollway Authority (NTTA) Briefing Regarding Dallas North Tollway Improvements**

Assistant Executive Director for NTTA Elizabeth Mow provided information regarding two projects planned for the Dallas North Tollway. She advised regarding improvements to the Dallas North Tollway/President George Bush Turnpike interchange including those addressing its capacity and connectors with design will beginning in 2013 and opening in 2016 at an estimated cost of \$100-125 million and spoke to the need for right-of-way and utilities between the Turnpike and Park Boulevard. Ms. Mow spoke to the addition of a fourth lane to the Dallas North Tollway from approximately the President George Bush Turnpike to the Sam Rayburn Tollway to provide capacity improvements and alleviate peak period traffic congestion with design scheduled for 2013 and opening in 2016 at an estimated cost of \$100-125 million. She advised regarding the next steps for the projects including public meetings and determining right-of-way descriptions and utility relocations. Ms. Mow responded to Mayor Pro Tem Smith, advising that funding is in the five-year capital plan.

## **Collin County Regional Toll Revenue Funding Priorities Commissioner**

Collin County Commissioner Duncan Webb spoke to TxDOT's sale of the rights to complete construction and manage S.H. 121 resulting in approximately \$1 billion in funding to Collin County. He advised that the Commission has determined that there have been savings on previously funded projects and accrued interest on monies; and, as a result, the Commission requested cities provide input on funding requests for projects in their communities. Commissioner Webb advised that of the submittals, those selected were ranked based on funding gaps, stage of the project, city priority, average daily traffic, congestion, economic development, increased mobility, and availability of other funding. He spoke to the level of available monies and existing projects which would leave approximately \$16 million for new projects. Commissioner Webb spoke to the City of Plano submittals, several of which were not ranked, and advised that the request for the US 75/Bush Turnpike intersection received a matrix score of 100 and the Dallas North Tollway/Bush Turnpike 61 with miscellaneous intersections receiving 55. He advised that three projects were chosen to receive funding (located in Allen, Wylie and Richardson). He further advised that there may be federal funding available for the US 75/Bush Turnpike intersection and stated that if Collin County were to acquire interest in a TxDOT note it would free up an additional \$10-11 million in funding and earn 3-4% interest. Commissioner Webb advised that a resolution is on the Council's regular agenda to be forwarded to the Regional Transportation Council.

### **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 7:02 p.m.

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**Phil Dyer, MAYOR**

ATTEST

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Diane Zucco, City Secretary

## **PLANO CITY COUNCIL**

**August 13, 2012**

### **COUNCIL MEMBERS PRESENT**

Phil Dyer, Mayor

Lissa Smith, Mayor Pro Tem

Ben Harris, Deputy Mayor Pro Tem

Pat Miner

André Davidson

James Duggan

Patrick Gallagher

Lee Dunlap

### **STAFF PRESENT**

Bruce Glasscock, City Manager

Frank Turner, Deputy City Manager

LaShon Ross, Deputy City Manager

Diane Wetherbee, City Attorney

Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, August 13, 2012, 2012, at 7:02 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Tommy Shumate, Minister of Education for First Baptist Church of Plano led the invocation and Boy Scout Troop 221 of Highland Oaks Church of Christ led the Pledge of Allegiance.

### **PROCLAMATIONS & SPECIAL RECOGNITION**

Mayor Dyer read a proclamation recognizing the First Baptist Church of Plano's 160<sup>th</sup> anniversary and recognized Public Works Department employee Henry Baker for saving a citizen during a fire.

### **COMMENTS OF PUBLIC INTEREST**

Residents Joe Guillot, Alice Mayo, Laurie Guillot, Peggy Smith and Charles Smith spoke to the positive result of requiring homes located on Pioneer Lane to place trash bins at the front of the homes. City Manager Glasscock thanked the speakers for their feedback and advised that Staff is continuing to monitor the situation. Jay Jones, owner of an office building located at 2000 North US 75, stated concern regarding the proposed placement of dumpsters on a nearby property requesting their construction be stopped and the building resized to allow relocation of the containers. Mayor Dyer advised that Staff would review the situation and respond to Mr. Jones.

### **CONSENT AGENDA**

Upon a motion made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Harris, 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”)

July 23, 2012

July 25, 2012

**Approval of Expenditures**

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

**CSP No. 2012-179-B** for the construction of the Technology Services Data Center Phase I to Turner Construction Company, in the amount of \$4,798,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2012-244-B** for the purchase of four (4) Trucks from Sam Pack's Five Star Ford in the amount of \$251,935 and three (3) Trucks from MHC Kenworth in the amount of \$291,390 for Fleet Services, to be utilized by Compost Operations, Streets, Utility District #1 & #2, for a total amount of \$543,325; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**CSP No. 2012-84-B** for the purchase of a Storage Virtualization, Disaster Recovery & Upgrade Solution, for Technology Services from Lumenate Technologies, LP, in the amount of \$494,082; 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 a Professional Services Agreement by and between the City of Plano and COHERO for the Police Department, in the amount of \$119,000 for RMS Database Replication and N-DEx Data Export through a 2011 UASI LEPTA Grant, and authorizing the City Manager to execute all necessary documents. (Bid No. 2012-261-B) (Consent Agenda Item “E”)

**Approval of Change Order**

To Jerusalem Corporation, increasing the contract by \$330,567 for the 2010-11 Residential Concrete Pavement Rehab Zone L4, Project No. 6174, Change Order No. 1, Bid No. 2012-2-B; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To Motorola Solutions, Inc., increasing the contract by \$26,816 for an additional portable activation unit for the existing outdoor warning system associated with the CSP P25 Simulcast System, Change Order #10. CSP No. 2009-137-C. (Consent Agenda Item “G”)

To Motorola Solutions, Inc., increasing the contract by \$59,128 for nine (9) APX7000 dual-band (7/800MHz and VHF) portables for brush truck, battalion chiefs and wild land engine apparatus. This change order is associated with the CSP P25 Simulcast System, Change Order #11. CSP No. 2009-137-C. (Consent Agenda Item “H”)

### **Adoption of Resolutions**

**Resolution No. 2012-8-1(R):** To approve the terms and conditions of an Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas, and Denbury Onshore, LLC, a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “I”)

**Resolution No. 2012-8-2(R)** of the Collin County Commissioners Court and City Council of the Cities of Allen, Frisco, McKinney, Plano, Prosper and Richardson, Texas, supporting Collin Countys prioritization of proposed RTR funded transportation projects. (Consent Agenda Item “J”)

**Resolution No. 2012-8-3(R):** To approve the terms and conditions of an interlocal agreement by and between City of Plano and the University of Texas at Dallas, providing terms and conditions for educational services as part of the City’s Professional Development Program; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item “K”)

**Resolution No. 2012-8-4(R):** To accept the Certified Appraisal Rolls for Fiscal Year 2012-13 for Collin County and Denton County, and providing an effective date. (Consent Agenda Item “L”)

**Resolution No. 2012-8-5(R):** To approve the Investment Portfolio Summary for the quarter ending June 30, 2012 and providing an effective date. (Consent Agenda Item “M”)

**Resolution No. 2012-8-6(R):** To approve the terms and conditions of a technical services contract with Motorola Solutions, Inc.; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “N”)

### **Adoption of Ordinances**

**Ordinance No. 2012-8-7:** To amend Section 12-73(d) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the end points for the school zone on Clark Parkway, to revise the end points for the school zone on Cloverhaven Way, and to revise the end points and effective times for the school zone on Maumelle Drive; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “O”)

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

**Discussion of the FY 2012-13 Proposed Community Investment Program.** (Regular Agenda Item “1”)

Director of Budget and Research Rhodes-Whitley advised that the evening’s presentation is related to the recommended \$98.1 million Capital Improvement Program (CIP) which includes allocations of \$35 million for streets; \$5 million for public safety; \$9.3 million for parks/recreation; \$13.5 for water/sewer; \$3.5 million for municipal drainage and \$20 million for capital reserve.

Chief Park Planner Reeves spoke regarding the Park Master Plan, advising that the Recreation Centers Bond Program will apply toward renovations at the Douglass Community Center (\$50,000) and the Oak Point Recreation Center (\$600,000) and that the Park Improvements Bond Program (totaling \$8.7 million) will apply toward Athletic Field Improvements (\$900,000), Athletic Field Renovations (\$700,000), Land Acquisitions (\$2.75 million), and Maintenance Facility Expansion (\$100,000). He responded to the Council, advising that the Russell Creek facility is used primarily for that location, whereas the Jack Carter facility encompasses a wider area. Mr. Reeves spoke to Oak Point Park & Nature Preserve (\$3 million) and responded to the Council, advising that there is a separate account for the visitor's center and that improvements are not finally determined, but may include additional seating, parking, trails or neighborhood park improvements. He spoke to Trail Connections (\$300,000), White Rock Creek Community Park Site (\$300,000), Plano Independent School District Tennis Court Lights (\$500,000), and Special Use Facilities (\$150,000). Mr. Reeves spoke to the Park Fee Program (\$125,000) to be applied toward the Southeast Trail and the Capital Reserve Fund (\$6.4 million) which includes Plano Centre Enhancements (\$2.5 million) and other ongoing repair/replacement of items throughout the system. He responded to Mayor Dyer that there is funding for Oak Point Recreation Center expansion from the 2009 bond program.

Director of Public Works Cosgrove advised regarding the Street Improvements Program (\$34.5 million) including Rehabilitation Projects (\$11.2 million), Design Projects (\$1.8 million), Capacity Improvements (\$16.8 million), and Miscellaneous (\$4.6 million). Mr. Cosgrove spoke to other funding sources totaling \$19.7 million. He spoke to Municipal Drainage Projects (\$3.4 million), Water Improvements Projects (\$6.8 million), Sewer Improvements (\$6.7 million), Capital Reserve Projects (\$10.5 million), Retro-Reflectivity Program (\$150,000), Other Community Investment Projects (\$3.1 million), Facilities Capital Reserves (\$2.6 million), and Facilities Projects (\$17.2 million). Mr. Cosgrove responded to Mayor Pro Tem Smith regarding the replanting of trees along 15<sup>th</sup> Street from G Avenue to U.S. 75 following sidewalk replacement and advised that utilities will be placed underground. Mr. Cosgrove stated that Staff is working to preserve trees at Parker Road/Custer Road.

**Public Hearing on the FY 2012-13 Recommended Budget and the FY 2012-13 Proposed Community Investment Program (CIP). (Regular Agenda Item "2")**

Mayor Dyer opened the Public Hearing. No one appeared to speak. The Public Hearing was closed.

**A vote on a proposal to consider an increase in the total tax revenue. (Regular Agenda Item "3")**

Director of Budget and Research Rhodes-Whitley advised that the Truth-In-Taxation Law states that if a proposed tax rate exceeds the rollback or the effective tax rate, whichever is lower, the taxing unit's governing body must vote to place a proposal on the agenda of a future meeting as an action item; the vote must be recorded; and the proposal must specify a tax rate. Ms. Rhodes-Whitley advised that the proposed rate is 48.86 cents per \$100 of assessed valuation with a debt rate of 16.94 cents. She spoke to the effective tax rate (48.54 cents) being the rate which would result in the same tax revenue as last year using this year's appraised values and the rollback rate which raises the same amount for operations as the prior year plus 8% cushion which would be an additional \$1.56. She reviewed the upcoming sessions including a budget worksession on August 18 and Public Hearings on August 27 and September 5. She responded to the Council, advising that the level of debt is expected to trend downward in the coming years.

Upon a motion made by Council Member Dunlap and seconded by Council Member Miner, the Council voted 8-0 to establish a tax rate of 48.86.

**Consideration of an Appeal of the Heritage Commission's Denial** of a Certificate of Appropriateness to reinstall a non-permanent retractable cover on the roof top patio located at 1006 E. 15th Street. Zoned Downtown Business/Government (BG); Heritage Resource #26 Designation (H-26). Applicant: Blackgold Partners/Nathan & Bonnie Shea (Regular Agenda Item "4")

Director of Planning Jarrell advised the applicant is appealing a denial from the Heritage Commission related to the replacement of a cover over a portion of a rooftop patio. She spoke to the original cover approved in March 2010 which had begun to show wear and advised that while the Downtown Design Guidelines do not directly address patio covers, they have been approved if designed to be temporary in nature and compatible with the existing building. Ms. Jarrell spoke to the Commission's tabling of the item in June based on concerns related to the height/scale of the design and their subsequent denial in July when recommendations were not implemented. She responded to Mayor Dyer, advising that it was her understanding that the applicant did not obtain a building permit prior to construction.

Applicant Bonnie Shea spoke to approval of the original cover in 2010, design of the replacement, installation and application for a Certificate of Appropriateness and permit. She spoke to the Commission's denial in July during a meeting at which they approved another permanent, non-retractable structure and guidelines that address permanent changes to structures, rather than non-permanent awnings. Applicant Nathan Shea spoke to the design of the new awning, approvals granted during the renovation of the property, the lack of guidelines for awnings, and the replacement's height only twelve inches more than the previous awning. He spoke to the slight slope of the awning approved for another applicant and to the subjective nature of decisions made by the Commission. Mr. Shea responded to the Council, advising that the structure can be removed in one hour and spoke to its height and intention to leave it up year-round. Citizen Melissa O'Neal spoke to the application process, guidelines in place to enhance the value of buildings and ensure the historic integrity of the downtown area, professionalism of the Commission members and Staff, and in support of the denial. She spoke to the applicant moving forward with installation without permits.

Ms. Jarrell responded to the Council, advising that the Commission's view was that the new structure is larger, taller and more visible from the street than the previous one. She spoke to their consideration of guidelines and accommodations to add to the viability of the downtown area. Council Member Gallagher spoke to investments made in the downtown area and in support of the appeal.

Ms. Jarrell responded to the Council, advising that no permit was issued prior to installation of the first awning and spoke to consideration of the "rhythm" of the buildings architecture. Mayor Pro Tem Smith stated concern that the structure may be more permanent in nature. Mayor Dyer spoke to tabling the item to allow for modifications prior to a final decision. Council Member Dunlap spoke to property owners in the downtown area receiving tax credits via their historic designation in exchange for review/approval by the Heritage Commission. He made a motion to table which was seconded by Council Member Miner. (No vote was taken at this time.)

### **Consideration of an Appeal of the Heritage Commission's Denial (cont'd)**

Council Member Davidson stated concerns regarding procedures and Ms. Jarrell advised that the awning location approved by the Commission in July was related to minor changes and had been previously approved. Mr. Shea responded to the Council, advising that it would be difficult to make changes to the structure at this time and to following guidelines on prior requests. He spoke to the similar nature of the replacement, changes made to the aluminum panels and film that had been requested by the Commission, and other downtown areas with similar structures.

Mayor Dyer restated the motion by Council Member Dunlap and seconded by Council Member Miner to table the item until September 24, 2012. The Council voted 7-1 with Council Member Gallagher voting in opposition. The motion carried.

**Public Hearing and adoption of Ordinance No. 2012-8-8** as requested in Zoning Case 2012-19 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-20-Mixed Use on 135.3± acres located at the northeast corner of Preston Road and Rasor Boulevard in the City of Plano, Collin County, Texas, to modify the development standards related to Single-Family Residence Attached uses; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano (Regular Agenda Item "5")

Director of Planning Jarrell spoke to the amendment allowing for townhomes and advised that the Planning and Zoning Commission recommended approval as follows: (Additions are shown as underlined text; deletions are indicated by strikethrough text). The original adopted PD-20-MU district and as amended includes exhibits that are being retained by this proposed ordinance amendment.

1. Sub-Area A (Preston Rd. Mixed Use)
  - a. Uses Permitted
    - i. By Right: All those uses permitted in the Retail, ~~and~~ Office-2 districts, ~~plus~~ 1 regional theater and single-family attached residences.
    - ii. By Specific Use Permit: All those uses permitted by specific use permit in the Retail and Office-2 districts, plus multifamily. Multifamily residential units are limited to the second floor and above and may not exceed 10% of total floor area in Sub-Area A.
  - b. Standards for Retail, Office-2 districts and 1 regional theater
    - ~~b~~ i. Minimum Front Yard: 50 feet; however, this distance may be reduced to 30 feet if no parking or drive aisles are located between the building face and the street.
    - e ii. Minimum Side Yard: None, except as required by building or fire codes.
    - ~~d~~ iii. Minimum Rear Yard: None, except as required by building or fire codes.
    - e iv. Maximum Height: 8 stories. Maximum height for parking structures is 3 levels above grade.
    - f v. Parking Requirements: As required by Section 3.1100 of the Comprehensive Zoning Ordinance, except multifamily residence, which shall be parked at 1 space per bedroom.
    - g vi. A minimum of 12.0± acres of land along the White Rock Creek shall be maintained as open space and shall be open to the public at all times.

**Ordinance No. 2012-8-8 (cont'd)**

- h vii. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.
  - c. Standards for Single-Family Residence Attached (SF-A) development  
Single-Family Residence Attached shall be developed according to Subsection 2.809 (Single-Family Residence Attached) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance except for the following:
    - i. Single-family residence attached lots shall abut a quasi-public street or private mews street as the only point of street frontage and access. Mews streets shall be provided in accordance with the following:  
Private mews streets are designed to provide garage and service access to individual lots. The minimum design standard for mews streets is 28 feet of easement with a minimum 22 feet of paved drive lane. Parkways must be paved with a contrasting material. No parking is allowed on mews streets unless additional easement width is provided. Private mews streets shall not be gated.
    - ii. Front Yard: Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lanes.
    - iii. Side Yard (Corner Lot): Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lane.
    - iv. Rear Yard: There shall be no minimum setback except for garages. Rear entry garages shall be required; no front entry garages shall be allowed. Individual garages shall access private mews streets. The distance from the garage to the private mews street pavement shall be 3 or less feet in length from the pavement, or shall be 20 feet or greater in length from the pavement.
    - v. Lot Depth: Minimum 70 feet.
    - vi. Single-family attached uses shall be exempt from the usable open space requirements in Sections 2.809.3 and 2.809.5 of the Comprehensive Zoning Ordinance.
    - vii. Height: Minimum height shall be two stories; there shall be no maximum height.
    - viii. Maximum lot coverage: 100%
  - d. Phasing
    - i. A Certificate of Occupancy shall not be issued until the White Rock Creek tributary greenbelt park and lake are completed and available for public access.
    - ii. A Certificate of Occupancy shall not be issued for a regional theater or any property abutting the proposed Type "D" thoroughfare between Preston Rd. and Ohio Dr. until the southern half of the street is completed.
2. Sub-Area B (Town Center)
- a. Uses Permitted
    - i. Multifamily residences and single family attached residences
    - ii. Recreation center (public and private)
    - iii. Post office
    - iv. Private club
    - v. All office uses
    - vi. All uses permitted in the Retail district except the following:
      - 1. Dry cleaning plant
      - 2. Indoor commercial amusement
      - 3. Mortuary/funeral parlor
      - 4. Motel/hotel

**Ordinance No. 2012-8-8 (cont'd)**

5. Residence hotel
  6. Small engine repair shop
  7. Theater
  8. Tool rental shop
  9. Veterinary clinic/kennel
  10. Automotive parts sales
  11. Automobile repair-minor/service station
  12. Car wash
  13. Building materials and hardware
  14. Tire dealer
- vii. No single occupancy may exceed 7,500 square feet except as permitted by specific use permit.
- b. Standards for Single-Family Residence Attached (SF-A) development Single-Family Residence Attached shall be developed according to Subsection 2.809 (Single-Family Residence Attached) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance except for the following:
- i. Single-family residence attached lots shall abut a quasi-public street or private mews street as the only point of street frontage and access. Mews streets shall be provided in accordance with the following:  
Private mews streets are designed to provide garage and service access to individual lots. The minimum design standard for mews streets is 28 feet of easement with a minimum 22 feet of paved drive lane. Parkways must be paved with a contrasting material. No parking is allowed on mews streets unless additional easement width is provided. Private mews streets shall not be gated.
  - ii. Front Yard: Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lanes.
  - iii. Side Yard (Corner Lot): Minimum 10 feet and maximum 20 feet measured from the back of curb of the quasi-public streets, private mews street or fire lane.
  - iv. Rear Yard: There shall be no minimum setback except for garages. Rear entry garages shall be required; no front entry garages shall be allowed. Individual garages shall access private mews streets. The distance from the garage to the private mews street pavement shall be 3 or less feet in length from the pavement, or shall be 20 feet or greater in length from the pavement.
  - v. Lot Depth: Minimum 70 feet.
  - vi. Single-family attached uses shall be exempt from the usable open space requirements in Sections 2.809.3 and 2.809.5 of the Comprehensive Zoning Ordinance.
  - vii. Height: Minimum height shall be two stories; there shall be no maximum height.
  - viii. Maximum lot coverage: 100%
- c. Standards for Multifamily Residences and Nonresidential Uses:
- ~~b~~ i. Minimum Nonresidential Floor Area: The ground floor of any building fronting on Town Square, except the south building, shall may be a nonresidential use to a minimum depth of 50 feet back from the facade facing Town Square. The south Buildings facing Town Square is exempt from this requirement, and may also be developed entirely for residential uses and This building must shall be developed as single-family residence attached.

**Ordinance No. 2012-8-8 (cont'd)**

- e ~~ii~~. Maximum Multifamily Residential Density: 35 units per acre
- ~~d~~ iii. Required Front Yard (Town Square): Building facades must be constructed such that 80% of the building face is no less than 10 feet and no more than 20 feet from the parking curb line at Town Square.
- e iv. Minimum Interior Side Yard: None, except as required by building or fire codes.
- f v. Required Rear Yard: Building facades must be constructed such that there is 20 feet from the face of enclosed garage doors to the nearest line of a private way, if a tandem parking space is desired; otherwise a 10 foot setback for the garage from the aisle is required.
- g vi. Minimum Floor Area per Dwelling Unit: 400 square feet; in addition, no more than 10 percent of the units may be less than 550 square feet in size.
- h vii. Maximum Lot Coverage: None
- i viii. Maximum Height: 4 story (65 feet)
- j ix. Minimum Height: Two-and-one-half story for the southern building. Three story for the northern and eastern buildings; however, loft or multilevel space may be included in these buildings.
- k x. Parking Requirements
  - i 1. Multifamily: 1 parking space per bedroom (Tandem parking space permitted in 20 feet behind enclosed garage doors.)
  - ii 2. Nonresidential Uses: 1 space per 300 square feet
  - iii 3. Community Facilities: No parking required
- ~~iv~~ 4. Parking is restricted to quasi-public streets, parking garages or tandem spaces provided for the multifamily residential units. Parking lots are prohibited within this sub-area. Additional parking, if necessary, must be provided offsite, as required by Section 3.1100 of the Comprehensive Zoning Ordinance.
  - i xi. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.
- 3. Sub-Area C (Multifamily Residential)
  - a. Uses Permitted: Multifamily residences, retirement housing, and single-family attached.
  - b. Residential Density
    - i. Minimum Residential Density: 28 units per acre. Residential units developed in Town Center shall be included in the density. Quasi-public streets required open space areas and the 30-foot landscape edge required along public streets shall be excluded from the density calculation. A minimum of 15 acres, not to exceed 25 acres, shall be developed at a density of 8-12 units per acre. The minimum site area is 5 acres for density of 8-12 units per acre.
    - ii. Maximum Residential Density: 50 units per acre, not to exceed 1,450 units.
  - c. Required Front Yard
    - i. Public Street: 30 feet
    - ii. Quasi-public Street: Building facades must be constructed such that 80% of the building face is no less than 10 feet and no more than 20 feet from a quasi-public street or the parking curb line on quasi-public streets.
  - d. Minimum Side Yard: None, except as required by building and fire codes.

**Ordinance No. 2012-8-8 (cont'd)**

- e. Required Rear Yard: Building facades must be constructed such that there is 20 feet from the face of enclosed garage doors to the nearest line of a private way, if a tandem parking space is desired; otherwise a 10 foot setback for the garage from the aisle is required.
- f. Minimum Floor Area per Dwelling Unit: 400 square feet; in addition, no more than 10% of the units may be less than 550 square feet in size.
- g. Maximum Lot Coverage: None
- h. Maximum Height: 7 story
- i. Minimum Height: 2 story for densities at 8-12 units per acre. Three story for higher density development.
- j. Minimum Usable Open Space
  - i. A minimum of 3 acres of public open space shall be configured to link Sub-Area C to Sub-Area B (Town Center) and Sub-Area D.
  - ii. An illuminated, pedestrian pathway shall be constructed and paved to connect the sub-areas.
  - iii. At least 1 active recreation area shall be created along each pathway containing a minimum contiguous area of 30,000 square feet.
  - iv. One hundred square feet per unit as defined by Section 1.600 of the Comprehensive Zoning Ordinance. Excluded are the required landscaping and the 3 acres of required open space referenced in j.i. above. The open space shall have a minimum width of 15 feet.
- k. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance.
- l. Parking Requirements for Multifamily Residential: One parking space per bedroom. (Tandem parking space permitted in 20 feet behind enclosed garage doors may be counted toward this requirement.)
- m. Architectural and signage requirements shall be adopted by ordinance prior to approval of any plans.
- n. Phasing: A Certificate of Occupancy shall not be issued for any phase until:
  - i. The entire pedestrian greenbelt abutting a particular phase is completed from Town Square to either Sub-Area D or Ohio Dr. and opens to the public.
  - ii. The southern and eastern buildings fronting Town Square have been substantially completed.
- 4. Sub-Area D
  - a. Uses Permitted: Same as Sub-Area B, except veterinary clinics are allowed by right and gasoline sales are allowed as an accessory use. Single-family attached residence is prohibited.
  - b. Development Options - This property may develop as any one of the following:
    - i. Entirely Nonresidential - A minimum of 30,000 square feet of nonresidential uses must be developed. This requirement may be phased, with the first phase containing a minimum of 15,000 square feet of nonresidential development. Each retail building must have storefronts on at least 2 sides.
    - ii. Mixed Use - A minimum of 30,000 square feet of nonresidential uses must be developed. This requirement may be phased, with the first phase containing a minimum of 15,000 square feet of nonresidential development. Each retail building must have storefronts on at least 2 sides. A maximum of 200 residential units may be developed.

**Ordinance No. 2012-8-8 (cont'd)**

- iii. Entirely Residential - Residential development shall be constructed in accordance with the regulations contained within this sub-area and the approved preliminary site plan which is attached as a part of this ordinance. A maximum of 120 residential units may be developed.
  - c. Maximum Residential Density: 80 units per acre
  - d. Minimum Front Yard (Public Streets): 50 feet. This distance may be reduced to 30 feet if no drive aisles or parking areas are located between the street and the building face.
  - e. Minimum Setback (Quasi-public Streets): 10 feet from the curb line
  - f. Minimum Side Yard: None, except as required by building and fire codes
  - g. Minimum Rear Yard: None, except as required by building and fire codes
  - h. Minimum Floor Area per Dwelling Unit: Same as Sub-Area B
  - i. Maximum Lot Coverage: None
  - j. Maximum Height: Same as Sub-Area B
  - k. Parking Requirements
    - i. Multifamily Residential: 1 parking space per bedroom
    - ii. Nonresidential Uses: 1 space per 250 square feet
  - l. Landscaping: As required by Section 3.1200, Landscaping Requirements, and Section 4.500, Preston Road Overlay District, of the Comprehensive Zoning Ordinance
  - m. Architectural and signage requirements shall be adopted by ordinance prior to approval of any plans.
5. Urban Design Standards (Applicable to Sub-Areas A through D)
- a. Quasi-public Streets: 22 feet in width. Within Sub-Area A, the width of the quasi-public streets may be increased to 28 feet. Parking is limited to parallel spaces with angle parking allowed only in the Town Center area and Sub-Area A.
    - i. Open for the use of the public (not gated).
    - ii. Parking permitted on both sides of street with no more than 4 spaces contiguous without a break for street tree and planting island.
    - iii. Sidewalk 6 feet in width required on both sides of street.
  - b. Private Ways: 22 feet in width. Can be gated/secured for private use of residents. Twenty foot required setback from edge of private way to face of enclosed garages, if tandem parking space desired, otherwise a 10 foot setback is required. Private ways does not include private mews streets.
6. Architecture and Landscape Design - General Requirements
- a. Definitions:
    - i. Diagonal Greenbelts - Greenbelts located in Sub-Area C connecting to Town Center.
    - ii. Dormer Windows - Windows projecting from a pitched roof.
    - iii. Masonry - Stone, clay-fired brick or tile, exterior plasters, or a combination of these materials.
    - iv. Promenade - An east/west oriented walkway and open space located in Sub-Area A.
    - v. Primary Roof - The roof covering enclosed building space.
    - vi. Pathway - A paved walkway within a usable open space connecting a building to a street or greenbelt.

**Ordinance No. 2012-8-8 (cont'd)**

- vii. Quasi-public Streets - Quasi-public streets are privately owned and maintained drives open to public access. Required quasi-public streets are designated on the zoning exhibit as amended by Exhibits C and D. Additional quasi-public streets proposed by the developer may be designed on subsequent plans approved by the city. A fire lane shall be located within all quasi-public streets. Lots may be platted to quasi-public streets.
- viii. Streets - A public street or quasi-public street unless otherwise specified.
- ix. Town Center - All of Sub-Area B.
  - x. Town Square - The public open space and plaza in Sub-Area B.
  - xi. White Rock Creek Greenbelt - The open space area and related facilities in Sub-Area A along White Rock Creek.
- b. Site Plan Review: The procedures and standards contained in Article 5 of the Comprehensive Zoning Ordinance pertaining to site, landscape, and facade plans shall apply unless otherwise specified within this ordinance. The submittal and approval of plans may be phased in accordance with the planned development conditions.
- e. Streetscape
  - ~~1. Street Furniture and Fixture Program: A standardized street furniture and fixture program shall be developed for the planned development district. It shall include street lights, metal or masonry trash receptacles, metal benches, bike racks, kiosks, mailboxes, and news racks. Design and specification of these items shall be required prior to issuance of a building permit. Lighting fixtures may be varied in Sub Area A and Sub Area D to provide adequate parking lot lighting.~~
  - c. Street Trees: Along quasi-public streets, trees (4-inch minimum diameter) shall be required at a rate of one per 50 linear feet per side. Exact spacing and location of street trees shall be determined at the time of site plan approval. Along public streets, landscaping requirements shall be those contained in Section 3.1200 of the Comprehensive Zoning Ordinance or those contained within the Preston Road Overlay District as applicable.
  - d. Telecommunications Plan: A plan for providing telecommunications service within the district and wireless antenna sites serving the larger area shall be completed by the property owners within one year of the approval of this ordinance.
  - e. Parking: Except as otherwise provided, parking requirements shall be in accordance with Section 3.1100 of the Comprehensive Zoning Ordinance.
    - i. Parking shall be permitted on both sides of quasi-public streets, except where prohibited for vehicular, fire, or pedestrian safety. (See sub-area requirements.)
    - ii. Tandem parking spaces are permitted in front of a multifamily-residential garage door provided that the space is assigned to the same unit as is the garage.
    - iii. Parking lot landscaping shall conform to Section 3.1200 of the Comprehensive Zoning Ordinance.
  - f. Screening
    - i. The rear and service sides of nonresidential buildings oriented toward residential development or greenbelts and open space shall be screened as provided in Section 3.1000 of the Comprehensive Zoning Ordinance.

**Ordinance No. 2012-8-8 (cont'd)**

- ii. Roof-mounted equipment, including telecommunication antennas, shall be screened in accordance with Section 3.1000 of the Comprehensive Zoning Ordinance. Telecommunication antennas are permitted (public and private) but must be screened from view or integrated with the architectural detailing of buildings.
  - iii. Where permitted, roof-mounted and ground-mounted mechanical units must be screened from public view. Landscaping may be used to provide screening. Ground-mounted mechanical units may not be placed along the front of a building located in Sub-Areas A, B, or D.
  - iv. Dumpsters shall not be located within 30 feet of a street and shall otherwise be screened from view from streets and greenbelts in accordance with Section 3.1000 of the Comprehensive Zoning Ordinance.
  - g. Street Naming and Addressing
    - i. All quasi-public streets shall be named.
    - ii. Except in Sub-Area A, all buildings shall have an individual address and may be named (e.g. The Bentley) but not numbered (e.g. Building 1 or B). Single-family Residence Attached shall be individually addressed.
    - iii. These requirements are subject to the regulations of the U.S. Postal Service, Plano Fire Department, and other applicable agencies and jurisdictions.
  - h. Building Design
    - i. Except for a flat roof screened by a parapet, the minimum pitch of the primary roof shall be 6:12 or greater. Roof extensions over doorways, balconies, and porches may be of any pitch.
    - ii. Roofing materials on sloped roofs shall be limited to masonry, metal, or composition shingles of a minimum weight of 225 lb./square.
    - iii. Unless specified, the exterior surface of a building may be any material allowed by the building and fire codes.
    - iv. No residential garage may face or directly access a street. Garage doors shall be of steel construction.
  - i. Miscellaneous: Outdoor storage of consumer goods shall comply with Subsection 3.902(2) of the Comprehensive Zoning Ordinance.
7. Sub-Area A
- a. Building Arrangement
    - i. Buildings located along the promenade west of Town Square shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
    - ii. For buildings within (including a portion thereof) 200 feet of the White Rock Creek greenbelt, the following regulations shall apply:
      - 1. Buildings must connect to the greenbelt by a direct or shared entrance or walkway.
      - 2. No more than 10% of the required parking may be provided between the rear or service side of a building and the greenbelt.

**Ordinance No. 2012-8-8 (cont'd)**

3. Buildings less than 10,000 square feet in size shall be placed adjacent to the greenbelt and may not be separated from the greenbelt by a vehicular driveway, service area, or fire lane. Plazas, patios, and open space may be used to connect buildings to the greenbelt. Single-Family Residence Attached uses shall be exempt from this provision.
  4. Freestanding restaurants shall provide an outdoor patio dining area equal to or larger than 20% of the restaurant's gross floor area.
- b. Building Design
- i. A minimum of 80% of any exposed exterior wall shall consist of glass or masonry.
  - ii. Where visible to the public, the rear of buildings and/or service areas shall be of the same material and finish as the rest of the building.
  - iii. The Planning & Zoning Commission may allow concrete, concrete block, or tile to be used on exterior walls that are not visible from streets with site plan approval. Where permitted, alternative finishes must be consistent in color with the remainder of the building, and may be used for the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.
  - iv. The following shall apply to buildings intended for retail occupancy (including restaurants):
    1. A minimum of 50% of the surface area of the first level of the front facade and 25% of the side facades must be glass windows, doors, or display windows. The surface area shall be calculated by multiplying the length of the facade by 15 feet.
    2. Covered walkways must be provided along a minimum of 50% of the length of the front facade and a minimum of 25% of the length of all side facades. This may be done through the use of awnings, arcades, roof overhangs, or similar architectural features.
    3. The rear facades of buildings fronting quasi-public streets shall have rear entrances and shall comply with the glass windows, doors, or display windows and covered walkway standards for front facades in iv.1. and iv.2. above.
  - v. The following shall apply to buildings adjacent to the promenade regardless of use:
    1. A minimum of 50% of the surface area of the first level of the facade adjacent to the promenade and 25% of the side facades must be glass windows, doors, or display windows. The surface area shall be calculated by multiplying the length of the facade by 15 feet.
    2. Covered walkways must be provided along a minimum of 50% of the length of the facade adjacent to the promenade and a minimum of 25% of the length of all side facades. This may be done through the use of awnings, arcades, roof overhangs, or similar architectural features.
8. Sub-Area B (Town Center)
- a. Building Arrangement
    - i. The buildings in Town Center shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
    - ii. The northern and southern buildings shall be no less than 250 feet in length; the eastern building no less than 150 feet in length. Single-Family Residence Attached uses shall be exempt from this provision.

**Ordinance No. 2012-8-8 (cont'd)**

- b. Building Design
    - i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
    - ii. The rear or service side of buildings shall be of the same material and finish as the rest of the building.
    - iii. All sloped roofs in Town Center shall utilize the same material, except for roofs over towers or cupolas and accents over doorways, balconies, and porches.
    - iv. Windows and glass doors shall comprise 60% of the surface area of the ground floor nonresidential building elevations facing Town Square. Windows shall comprise 30% of all other building elevations.
    - v. Except for decorative windows, all residential windows shall be operable. All living area and bedroom windows, except for dormer windows, shall be a minimum of 15 square feet in size.
    - vi. All residential units and nonresidential lease space shall have direct or shared access to a street along Town Square.
    - vii. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows or dormer windows.
    - viii. The main entrance of each commercial lease space and shared entrances shall be covered or protected in some manner such as an awning, recessed entry, or arcade walkway.
    - ix. Outdoor patio or sidewalk dining is allowed. An unrestricted sidewalk, a minimum of 5 feet in width, must be maintained. These areas shall not be included in parking calculations.
  - c. Streets: Streets shall have a one-way traffic flow in a counter-clockwise direction around Town Center; however, two-way traffic shall be permitted along the west side of Town Center. On-street parking is limited to angled parking.
9. Sub-Area C
- a. Building Arrangement
    - i. Buildings shall be placed square to streets and diagonal greenbelts illustrated in Exhibit B, as amended by Exhibits C and D. Where a building abuts 2 or more streets or a greenbelt, the primary quasi-public street shall take priority in determining building orientation.
    - ii. Buildings shall be arranged in rows, squares, and similar geometric patterns to create corridors and courtyards.
    - iii. Along streets, buildings shall not be separated by more than 40 feet, unless they are separated by an intersecting street, in which case they may be separated by no more than 75 feet.
  - b. Building Design
    - i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
    - ii. Flat primary roofs are prohibited in this sub-area.
    - iii. All building elevations facing streets, greenbelts, and pathways shall contain windows occupying 30% or more of the elevation.

**Ordinance No. 2012-8-8 (cont'd)**

- iv. Except for decorative windows, all residential windows shall be operable. The windows in living areas and bedrooms, except for dormer windows, shall be a minimum of 15 square feet in size.
  - v. All units must have either direct or shared access to a quasi-public street, greenbelt, or pathway.
  - vi. All stairs (except entry stairs and stoops to individual units and shared hallways) and elevated walkways shall be substantially screened from view from streets and open space pathways.
  - vii. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows, or dormer windows.
  - viii. A minimum of 3 architectural styles shall be developed within Sub-Area C. Each style shall include a set of common elements such as massing and articulation, materials, doors, windows, etc. Any one phase may consist of a single architectural style.
  - ix. Each building within a specific style group must use architectural detailing, as listed in viii. above, to achieve a unique identity; however, basic building dimensions may remain the same.
  - x. A facade plan illustrating the compliance of the prototypical design of each building style with these provisions shall be submitted concurrent with the site plan for each phase.
- c. Parking
- i. Parking on quasi-public streets is limited to parallel parking. No more than 4 parking spaces may be placed in a row without a break (minimum 6 feet wide).
  - ii. Parking lots, garages, carports, and parking structures must be screened from streets and greenbelts by buildings, walls, or landscaping, or a combination of the three.
10. Sub-Area D
- a. Building Arrangement
    - i. The buildings in Sub-Area D shall be arranged in a pattern generally consistent with that illustrated in Exhibit B, as amended by Exhibits C and D.
    - ii. Building entries and storefronts shall be arranged to access both public streets and the adjacent quasi-public street in Sub-Area C.
  - b. Building Design
    - i. Except for windows, doors, and garage doors, the exterior of all building elevations shall be 80% masonry.
    - ii. Where visible to the public, the rear of buildings and/or service areas shall be of the same material and finish as the rest of the building.
    - iii. All sloped roofs in Sub-Area D shall utilize the same material, except for roofs over towers or cupolas and accents over doorways, balconies, and porches.
    - iv. Windows and class doors shall comprise 60% of the ground floor building elevations facing Robinson Road and Ohio Drive. Windows shall comprise 30% of the remaining elevations.
    - v. Except for decorative windows, all residential windows shall be operable. All living area and bedroom windows, except for dormer windows, shall be a minimum of 15 square feet in size.
    - vi. All buildings must use 3 or more of the following architectural features: balconies, window awnings, entry stairs and stoops, bay windows, or dormer windows.

**Ordinance No. 2012-8-8 (cont'd)**

- vii. A special building element such as a tower, cupola, spire, or taller roof form shall be constructed to terminate the diagonal open space axis originating in Town Center. This building element shall extend a minimum of 10 feet above the height of the adjacent building(s).
- viii. The main entrance of each commercial lease space or shared entrance shall be covered or protected in some manner such as an awning, recessed entry, or arcade walkway.
- ix. Outdoor patio or sidewalk dining is allowed. An unrestricted sidewalk, a minimum of 5 feet in width, must be maintained. These areas shall not be included in parking calculations.

Mayor Dyer opened the Public Hearing. No one appeared to speak. The Public Hearing was closed.

Upon a motion made by Council Member Dunlap and seconded by Council Member Gallagher, the Council voted 8-0 to amend Planned Development-20-Mixed Use on 135.3± acres located at the northeast corner of Preston Road and Rasor Boulevard, to modify the development standards related to Single-Family Residence Attached uses as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2012-19; and further to adopt Ordinance No. 2012-8-8.

**Public Hearing and adoption of Ordinance No. 2012-8-9** to authorize the City Attorney to use the City's eminent domain authority to bring a condemnation action for the purpose of obtaining ± 6.031 acres of real property for the public use of parkland, including but not limited to a recreational trail, and/or other public purposes permitted by law; and providing an effective date. (Regular Agenda Item "6")

City Attorney Wetherbee advised that this item authorizes the City to acquire park land as designated in the Parks Master Plan and spoke to utilizing this action as the property is owned by a homeowners association. She responded to Mayor Dyer, advising that to her knowledge the association is in support.

Mayor Dyer opened the Public Hearing. No one appeared to speak. The Public Hearing was closed.

A motion was made by Council Member Miner to adopt Regular Agenda Item No. 6 and authorize the use of the power of eminent domain to acquire an approximate 6.031 acre tract of land located in the Woodlands of Plano platted subdivision, located on a tract of land situated in the J. Maxwell Survey, Abstract No. 580 and the M.R. Foster Survey, Abstract No. 332, recorded in Volume M, page 260 of the Map Records of Collin County, Texas. He stated that the tract is designated as Lot 1, Block 1 of that subdivision, and is described more fully in the proposed written ordinance for the item, and would be acquired for the public use as parkland. The Council voted 8-0 and further adopted Ordinance No. 2012-8-9.

Mayor Dyer recessed the Open Meeting into Executive Session at 8:49 p.m. and reconvened the meeting back into the Open Meeting at 9:05 p.m. Nothing further was discussed. Mayor Dyer adjourned the Open Meeting at 9:06 p.m.

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**Phil Dyer, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**Budget Worksession**  
**August 18, 2012**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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

Mayor Dyer convened the Council into the Budget Worksession on Saturday, August 18, 2012 at 8:02 a.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

**Request for Public Input on Budget & CIP**

No one appeared to speak.

**Budget Worksession Overview**

Highlights of 2011-12/Outlook for 2012-13

City Manager Glasscock spoke to positive trends in 2011-12 and a recent citizen survey citing overall satisfaction with levels of service and indicating that investments in police services, streets and sidewalks provide the greatest impact. He spoke to continued positive trends in revenues for 2012-13 and recommendations focusing on some restoration of services, responding to internal pressure points and addressing deferred maintenance. Mr. Glasscock reviewed the recommended 30 additional positions including fire fighters; police officers; Parks, Planning and Utility Operations Department personnel; a sidewalk repair crew; and a construction inspector. He spoke to addressing compensation issues to retain and attract the best employees at every position, maintaining the tax rate for the fourth year and efforts to enhance operational effectiveness and efficiency. Mr. Glasscock thanked Staff for their efforts and spoke to finalization of a marketing study; rebuilding Plano's role as a regional leader; strengthening its relationship with educational partners; and addressing issues related to Collin Creek Mall, Plano Centre and The Arts Center of North Texas.

## **Council Items and Issues for Discussion**

City Manager Glasscock requested discussion of association dues and Mayor Dyer spoke regarding a future agenda item to review employee benefits.

### **Operating Budget**

#### Revenues – Ad Valorem Tax Base; Tax Rate - Effective and Rollback Rates: Sales Tax; Water & Sewer Rates – Proposed Rate Increases; and Other Revenues

Director of Budget and Research Rhodes-Whitley spoke to assessed property values of \$25.6 billion with collections on existing properties at \$400 million and new property at \$228 million. She spoke to the loss of revenues from ad valorem tax exemptions, history of the tax rate and the proposed rate of 48.86 cents per \$100/valuation which exceeds the effective tax rate and requires additional public hearings. Ms. Rhodes-Whitley advised that the proposed rate is well below the rollback rate, spoke to sales tax revenues driven by business-to-business transactions, and advised that building and development revenues are projected to remain stable.

Ms. Rhodes-Whitley spoke regarding prior communication from the North Texas Municipal Water District indicating an increase in their water rate (14%) and sewer rate (2-4%) and recently revised information indicating an increase of 14% in the sewer rate. Director of Policy and Government Relations Israelson spoke to the City's conservation efforts and conducting a review of usage to clarify billings. Ms. Rhodes-Whitley spoke to the recommendation to pass through a water rate increase of 10% and a wastewater increase of 7% effective November 1. She spoke to the cash funding of capital improvement projects and the loss of \$8.2 million through the take-or-pay contract with a potential reimbursement from the district of \$2.1 million for unused operation/maintenance costs. Mr. Israelson responded to Deputy Mayor Pro Tem Harris, advising that the City is part of a larger district which continues to grow and incur operational costs. He advised that, unlike many other entities, Plano is cash funded which reduces some volatility and that the City is considering an additional tier in the rate structure. City Manager Glasscock advised the Council regarding the requirement for a unanimous decision of member cities to revise the agreement and the apparent disconnect between conservation and the take-or-pay nature of the contract. He spoke to the low cost of water to other member cities which would preclude them from purchasing Plano resources. Mr. Israelson spoke to rebates on unused operation/maintenance costs and advised that other area water suppliers are the City of Dallas and the Upper Trinity.

### **Program Changes**

#### Salary Adjustments/Increase

Director of Human Resources Parrish spoke regarding a recent compensation study comparing the City's current pay to the market and advised that the City's philosophy is to target range midpoints at median plus 5% of the actual averages being paid for comparable jobs. He stated that current non-civil service positions are 3% below the current median with Police 6.7% above and Fire 8.4% above and advised that the recommended budget includes a 2% increase for civil service with a targeted approach in the Fire Department.

Mr. Parrish spoke regarding recommendations at a cost of \$5.6 million to reclassify 14 positions based on external market conditions and turnover; adjust salary ranges; administer a 3% across-the-board increase for non-civil service employees; create a step-plan for identified labor and skilled craft positions; and reinstate market adjustments for new hires/promotions whose base pay is within the lower third of their range or until they are at mid-range.

### Health Plan Update

Director of Human Resources Parrish spoke regarding the self-funded health plan of the City governed through a risk pool with oversight by trustees and the trust for future retirement benefits. He spoke to the 2006 development of a strategic approach and philosophy to manage the plan and the shifting of costs, advising that the City verifies whether or not dependents are eligible for another plan. Ms. Rhodes-Whitley spoke to the high number of claims in 2008 and to a rebuilding of the fund balance. Mr. Parrish reviewed employee demographics, financial performance and the potential impacts of health care reform. He advised that future planning will include review of “stop loss” to determine the City’s risk tolerance, calibration of premiums as needed, implementation of health care reform requirements, exploration of changes in health care delivery, and reimbursement and implementation of health/wellness initiatives. He responded to Mayor Pro Tem Smith and Deputy Mayor Pro Tem Harris regarding issues related to providing an onsite clinic including staffing and proximity to employee residences.

### Retirement System Update

Director of Human Resources Parrish spoke to assessment of pension plans including consideration of whether an entity has: 1) a 100% funding target and mechanisms to achieve this level; 2) commitment and capacity to make the annual actuarial contributions; 3) reviewed funded ratios annually and tracked them over a period of years; 4) investment assumptions and strategies to reduce risk and rate volatility; 5) a pension obligation excessive to the financial resources of the entity; and 6) a strong financial standing. He spoke regarding how the City’s Retirement Security Plan (RSP) meets these criteria and includes smoothing techniques to stabilize volatility. Mr. Parrish spoke regarding the Texas Municipal Retirement System and the requirement of the City to make its annual contribution with a target of 100% funding, the systematic strategy to pay off unfunded liability over a closed 30-year amortization period, current 83.4% funding with full funding in 2038, and the use of a 7% long-term assumption. He responded to Mayor Dyer, stating that while 100% funding may be achieved prior to 2038, doing so would take funding from other areas. Mr. Parrish spoke to the City’s proactive approach to Other Post-Employment Benefits (OPEB) with a target of 100% funding, benefits fully advanced funded over a 30-year closed period, and a trust funded ratio of 58.9% with a 7% long-term investment assumption. Director of Budget and Research Rhodes-Whitley advised that, in the future, bond agencies may be noting the status of these accounts when reviewing municipal ratings.

### Paramedic Assignment Pay Discussion

Interim Fire Chief Peterson spoke to the current system designed in 1983 in which paramedics are assigned to engines, ladders and ambulances which has led to an imbalance of duties between the “front seat” and fire fighter paramedics. He spoke to the current compensation based upon years of experience and a proposed change to one paramedic per vehicle with discontinuance of paramedic pay to the “front seat” medics over time. Council concurred with the recommendation.

### Discussion/Direction Regarding Fire Department Staffing for Station #13 and Engine #8

City Manager Glasscock advised that the interim chief was asked to review the department and identify and recommend changes prior to the arrival of a new permanent chief. He spoke to public safety as the largest expenditure in the General Fund and this item providing a recommended pilot for two stations with the potential to save over \$1 million in overtime costs while ensuring safety and efficient use of services.

Interim Fire Chief Peterson spoke to the opening of Stations #12 and #13 without increased personnel, available equipment and daily staffing including additional personnel to cover for those out on leave. He reviewed a pilot program offering better management of leave, reducing overtime expenditures, and potentially resulting in reinstatement of personnel training and public education programs. Chief Peterson spoke to Station #8 having only an aerial ladder which is a larger and heavier apparatus than an engine and the benefits of relocating the engine from Station #13 to Station #8. He spoke potential benefits including standardized service levels across all districts, decreasing response times, increasing unit availability and coverage; and extending the service life of major apparatus. He spoke to the current strategy as costly, over-reactive, inefficient and more intuitive than data driven. He reviewed three options for implementation: 1) reduce staffing on 4 major fire apparatus for 24 hours; 2) reducing staffing on 2 major apparatus and remove the medical unit from service for 24 hours; and 3) utilize flexible staffing to allow for apparatus staffing to fluctuate (utilizing either three or four personnel) at two stations based upon the service needs for 12-hour periods. He recommended Option #3 for a 90-120 day pilot program, establishing metrics for evaluation and bringing results back to Council and further spoke to the potential to place 15 fire fighters in service earlier than anticipated due to cost savings.

Chief Peterson advised that the proposal will not reduce the overall number of fire fighters sent to a working structure fire or expose fire fighters to a higher level of risk at a fire scene. He referred to fatalities in Houston where contributing factors were found to be poor communications/tactics and failure to follow procedure. Chief Peterson spoke to notification provided to the fire fighters association, recommended implementation of the pilot program prior to a final decision regarding the appointment of a new chief, and municipalities that run engines/trucks with three personnel. He responded to the Council, advising that a matrix will be developed to determine the impact of the program, responses will be tailored to each situation and that regional-nationwide recognitions would not be impacted.

Scott Kerr, representing the Plano Fire Fighters Association, stated concerns regarding the proposal and its impact on safety. He spoke to the pilot program as an old model used in small towns with volunteer departments. Mr. Kerr spoke to the need for manpower to utilize specialized equipment, address multi-story structures and national standards requiring a minimum of four fire fighters to initiate an interior fire attack. He spoke to accolades of the department and implementation issues.

Council Member Gallagher spoke to balancing public safety and fiduciary responsibility and considering a trial period. Chief Peterson responded to Mayor Pro Tem Smith, advising that evaluation will be possible following 90 days through development of a matrix and continued dialogue. Council Members spoke in support of a trial period with Deputy Mayor Pro Tem Harris addressing the levels of public safety and stating concern with the proposal.

The Council took a brief recess at 11:02 a.m. and reconvened at 11:12 a.m.

#### Discussion/Direction Regarding Asphalt Overlay

Director of Public Works Cosgrove advised that no overlays have been done since 1990 and reviewed potential benefits including extending the life of existing pavement, minimizing the impact of water getting into the subgrade, and use by other cities. He reviewed alternatives and their characteristics including regular asphalt, SuperPave, NovaChip and Diamond Grinding and recommended a trial use of NovaChip on two sections of Independence Parkway and a bridge on Plano Parkway west of Accent Drive. He responded to Council, advising that Staff will measure the product's effect on the life of the roadway and stating that it can be removed if necessary. The Council stated a general consensus directing Staff to move forward with a limited trial.

#### Continued Discussion of Residential Inspection Program

Director of Property Standards O'Banner advised that the program would be a systematic approach to performing inspections upon a change in tenancy to enhance compliance with existing life-safety code regulations and focus on safety and structural integrity. She stated that the program would maintain a cost-neutral position, establish an incentive for properties without current violations, and promote community awareness. She reviewed other municipality programs, the upward trend in the number of tenant occupied homes, the use of utility billing accounts for determining tenancy, the anticipated process and a request for four additional employees. Ms. O'Banner responded to Council Member Miner, advising that Staff would work with the Legal Department to determine the authority to inspect structures and advised that Staff would work with the realtor community to find additional ways to determine changes in tenancy.

Mayor Pro Tem Smith recommended including review of rental properties as part of the proposed Neighborhood Reinvestment Program rather than implementation of inspections at this time. Council Member Davidson spoke to the higher level of anticipated fees as compared to other communities and Council Member Dunlap stated concern that properties will be identified after tenants have taken up residence. Marvin Jolly, representing the Collin County Association of Realtors, spoke to the proposal potentially threatening private rights, increasing costs for owners/renters, implying that code violations are exclusive to rental properties, and impacting the rental market.

J. C. Posey of the Collin County Realtor's Association, spoke to tenants represented by real estate professionals who can assist in ensuring the quality of a unit. City Manager Glasscock stated that Staff will work to incorporate rental properties into the Neighborhood Reinvestment Program and will not include this item in the 2012-13 budget.

#### Discussion/Direction Regarding City/Public Wi-Fi

Director of Technology Services Stephens spoke to the increasing expectation for free public WiFi access particularly in government facilities, the increase in locations around the country and the current Plano locations including the five public libraries and the Council Chamber during meetings. He spoke regarding the number of wireless patrons utilizing services and advised that although the overall requirements of the bandwidth have increased, the bandwidth itself has not. Mr. Stephens advised that an increase in connectivity would impact city operations, spoke to the need for consistency in filtering and the potential that other departments would want to provide WiFi. He provided information on the options: 1) No change in offerings; 2) Increase bandwidth to City facilities; or 3) Increase bandwidth to City sites and the internet. Mayor Pro Tem Smith spoke to increasing connectivity in the libraries in the future. The Council spoke to maintaining the current level of access and took no action.

#### Continued Discussion of Plano Centre

Director of Parks and Recreation Fortenberry advised the Council regarding challenges facing Plano Centre including increased competition from surrounding cities, lack of a hotel, available transportation, and general aging. She spoke to review of the site and consideration of regional connectivity, potential for DART services in the future and its proximity to Oakpoint Park and Nature Preserve and Collin College. Ms. Fortenberry spoke to the options building upon one another with Option 1 (\$1-2 million) including refinishing the interior and updating site elements; Option 2 (\$2-5 million) adding courtyard enhancements and site landscaping; Option 3 (\$5-7 million) adding an expanded kitchen, increased parking, and updated audio/visual technology; and Option 4 (\$7-13 million) enlarging the Collinwood Hall and updating/enhancing entries. She spoke to future possibilities including a hotel, parking garage and retail and advised that Staff recommends either \$1-2 million to address concerns for the short term or \$7-13 million for a more complete renovation. City Manager Glasscock stated that there has been no developer interest in retail at Jupiter Road and Spring Creek Parkway. Director of Budget and Research Rhodes-Whitley advised that there is current funding available for up to \$7 million and if Council elected to spend up to \$13 million, tax notes or certificates of obligation would be utilized. She advised that if the cost were \$15-20 million, a bond referendum would be needed. Ms. Fortenberry recommended the \$7-13 million option, citing its benefits in drawing a variety of events and preparing the Plano Centre for the future.

Council Member Gallagher stated concern regarding the return on investment and in opposition to the \$7-13 million proposal. Deputy Mayor Pro Tem Harris stated concern regarding spending any monies and spoke to considering whether or not to continue providing services. Ms. Fortenberry responded to the Council, advising that expansion of Collinwood Hall would provide the best opportunity for return on investment and noted restrictions on the use of hotel/motel funds, used to subsidize the facility. Council Member Dunlap spoke to considering what a renovated facility will provide and what would happen to the property if the service were discontinued.

Council Member Davidson spoke in support of retaining a facility, but stated concern regarding the lack of information regarding potential returns. Council Member Miner spoke in support of the facility. Mr. Glasscock advised regarding the difficulty of determining the return on investment and spoke to \$1-2 million carrying Plano Centre three to five years, but not expanding business. He spoke to the option of selling the property at some point in time and advised regarding consultant reports.

The Council stated a general consensus in support of funding \$1-2 million and reevaluating in three to five years while considering marketing the property. Deputy Mayor Pro Tem Harris spoke to issues regarding the fundamentals of Plano Centre and in opposition to continuing to provide the service. Mr. Glasscock recommended not including the potential of sale, but considering repurposing the property. Manager of Plano Centre Dixon advised that an update of technology as recommended by Council Member Davidson would not be necessary to maintain current clientele.

#### Continued Discussion of Neighborhood Reinvestment

Community Services Manager Day advised that the proposal would set aside \$50,000 for a study of City services followed by implementation (\$450,000) and could include a review of rental properties as discussed. Mr. Glasscock advised that funding would be provided from sales tax revenue above the cap level. Council Member Dunlap stated concern regarding establishing a program without tying it to an ongoing revenue stream. Ms. Day advised that recommendations would be brought to Council for consideration and City Manager Glasscock advised that the ongoing costs would be \$100,000-\$150,000. The Council stated a general consensus to move forward.

#### PTN Fund

Director of Public Information Conklin spoke regarding the history of the Plano Television Network which currently provides Public, Education and Government (PEG) channels and a 10-year grant received in 2001 (\$150,000/year) for return of seven channels to cable providers. She reviewed the collection of PEG fees and advised that due to legislation effective January 1, 2011 all fees are set at 1% of the bill's gross, but may only be used for capital costs. Ms. Conklin stated that due to this limitation, the fund balance will increase but the spending will be restricted. City Manager Glasscock spoke to making efforts during the next legislature to address the situation.

#### Council Items and Issues for Discussion

City Manager Glasscock spoke to review of association dues and consideration of membership in the National League of Cities (NLC). He advised regarding the association's budget issues, loss of membership, and stated concern regarding their lobbying positions. He advised regarding programs provided including a prescription card for citizens, which can be accommodated by a county program and the warranty sewer program which, while endorsed by NLC, does not require membership. Mr. Glasscock spoke to the importance of state and regional memberships and benefits of Council Members attending national conferences. Mayor Pro Tem Smith spoke to gaining information by conference attendance, but agreed to not renew and leave funds available for regional associations. The Council stated a consensus to cancel the membership.

Community Investment Program

Director of Budget and Research Rhodes-Whitley spoke to planned Community Investment Program expenditures of \$98.1 million for streets, capital reserve, parks and recreation, water/sewer, municipal facilities, and municipal drainage projects. She spoke to work beginning in September related to a May 2013 bond referendum and Mayor Pro Tem Smith spoke to inclusion of the Liberty Recreation Center on the referendum.

Proposed Ad Valorem Tax Rate

Director of Budget and Research Rhodes-Whitley spoke to a proposed ad valorem tax rate of 48.86 cents per \$100 valuation, and public hearings to be held on August 27 and September 5.

City Manager Glasscock thanked Staff for their efforts and Council for their consideration. Nothing further was discussed. Mayor Dyer thanked Staff and adjourned the meeting at 1:38 p.m.

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**Phil Dyer, MAYOR**

ATTEST:

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Diane Zucco, City Secretary



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/27/2012		
Department:		Public Works Administration / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #):		Kim McFarland (972-769-4109)		
<b>CAPTION</b>				
<i>Award of Bid No. 2012-269-B, for the 2011-2012 Residential Concrete Pavement Project Zone I10 &amp; J9, Project No. 6211 to Jerusalem Corporation in the amount of \$1,370,742, and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	4,000,760	5,509,240	3,000,000	<b>12,510,000</b>
Encumbered/Expended Amount	-4,000,760	-2,646,945	0	<b>-6,647,705</b>
This Item	0	-1,370,742	0	<b>-1,370,742</b>
BALANCE	0	1,491,553	3,000,000	<b>4,491,553</b>
<b>FUND(S):    CAPITAL RESERVE</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2011-12 Capital Reserve Fund. This item, in the amount of \$1,370,742, will leave a current year balance of \$1,491,553 for the Residential Street &amp; Alley Replacement project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Residential Street &amp; Alley Replacement relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the bid for the 2011-12 Residential Concrete Pavement Project Zone I10 &amp; J9 to Jerusalem Corporation, in the amount of \$1,370,741.85, for Alternate No. 1 (Cement with Nitrogen Oxides &lt;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 11,446 SY of concrete street paving, 11,016 SY of concrete alley paving and 71,312 SF of concrete sidewalk in the area bounded by Coit Road, McDermott Road, Custer Road and Hedgcoxe Road.</p> <p>The secondary vendor being recommended is Jim Bowman Construction Company, LP in the amount of \$1,542,879.85.</p> <p>Engineer's estimate for this project is \$1,645,066.</p>				
List of Supporting Documents: Bid Recap; Location Map			Other Departments, Boards, Commissions or Agencies	

# CITY OF PLANO

**Bid No. 2012-269-B**

**2011-12 Residential Concrete Pavement Rehab Project Zone I10 & J9 Project  
No. 6211**

## **Bid Recap**

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**Bid opening Date/Time:** August 6, 2012 @ 3:00PM

**Number of Vendors Notified:** 1342

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

**Number of Bids Submitted:**

<b>Vendor Name</b>	<b>Total Bid</b>
Jerusalem Corporation	\$1,370,741.85
Jim Bowman Construction Co. LP	\$1,542,879.85

**Bids Evaluated Non-Responsive to Specification:** 0

**Recommended Vendor(s):**

Jerusalem Corporation

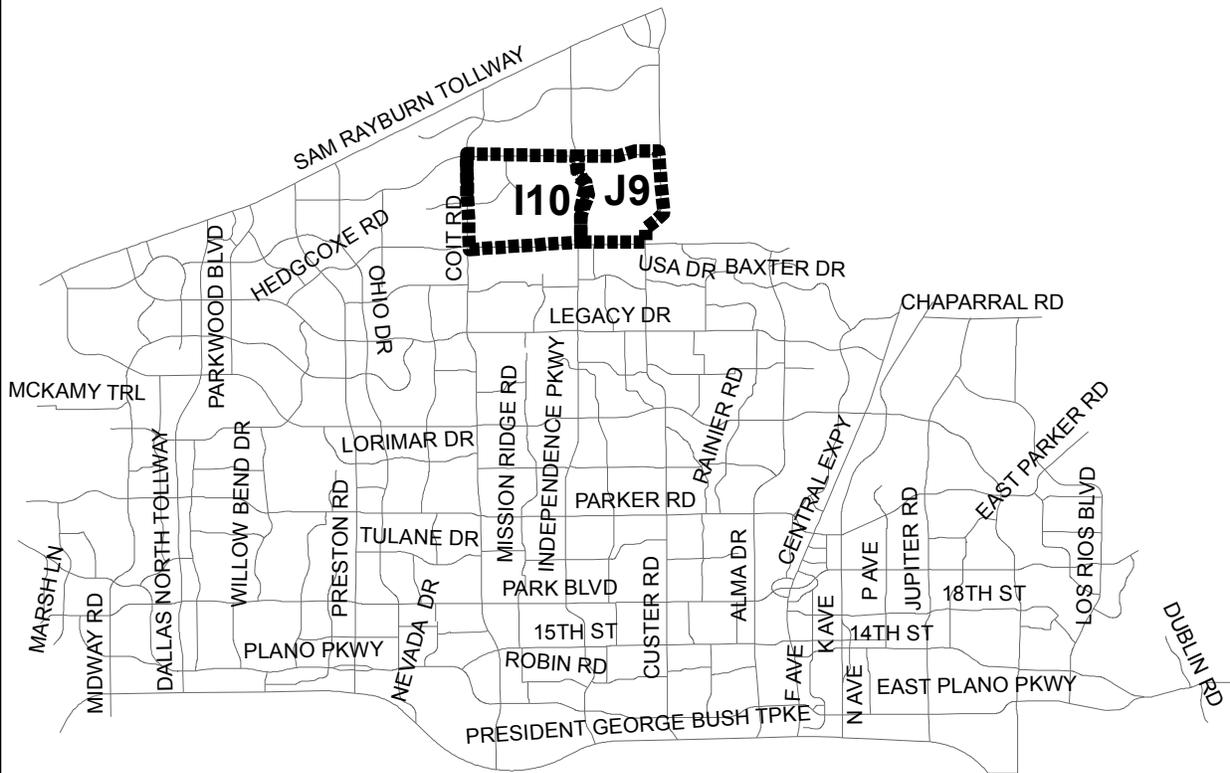
*Nancy Corwin*

\_\_\_\_\_  
Nancy Corwin, Sr. Buyer

August 6, 2012

\_\_\_\_\_  
Date

# LOCATION MAP





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 27, 2012		
Department:		Police Department		
Department Head		Greg Rushin		
Agenda Coordinator (include phone #): <b>Teresa Shelstad x7539</b>				
<b>CAPTION</b>				
Approval for the purchase of two (2) Portable Video Surveillance Towers, at a total cost of \$99,000 from Cameras Onsite LLC, through the 2010 COPS Child Sexual Predator Grant and authorizing the City Manager to execute all necessary documents. (Bid No. 2012-223-B)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	489,300	0	<b>489,300</b>
Encumbered/Expended Amount	0	-294,638	0	<b>-294,638</b>
This Item	0	-99,000	0	<b>-99,000</b>
BALANCE	0	95,662	0	<b>95,662</b>
<b>FUND(S):     GRANT FUND</b>				
<p><b>COMMENTS:</b> Funds are available from the 2010 COPS Child Sexual Predator Grant for the purchase of two (2) Portable Video Surveillance Towers. The remaining funds will be used for other expenditures as allowed within the grant guidelines.</p> <p><b>STRATEGIC PLAN GOAL:</b> Purchasing additional Portable Video Surveillance Towers with Grant Funds relates to a Financially Strong City with Service Excellence and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends the bid of Cameras Onsite in the amount of \$99,000 be accepted as the lowest, responsive, responsible bid and conditioned upon timely execution of any contract documents.				
List of Supporting Documents: Memorandum, Bid Recap			Other Departments, Boards, Commissions or Agencies	



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

## MEMORANDUM

**DATE:** August 8, 2012  
**TO:** LaShon Ross, Deputy City Manager  
**FROM:** Gregory W. Rushin, Chief of Police *grushin*  
**SUBJECT:** Surveillance Tower Purchase from Child Predator Grant

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The Plano Police Department currently utilizes four portable surveillance towers. Three of the towers are capable of supporting a person for live surveillance and are also equipped with cameras; the fourth is a video-only surveillance tower and is not capable of supporting a person. These towers are used to conduct surveillance in high crime area such as business parking areas and at special events where large crowds are present, such as Balloon Fest. The towers are an additional tool for public protection, crime prevention and crime suppression.

The video-only tower was funded by the Child Predator Grant. Additional money from that grant is being used to fund two additional video-only towers. Purchasing opened the bid process on July 19 and closed on August 6, 2012.

The Plano Police Department has reviewed the bid received on City of Plano Bid # 2012-223-B and recommends purchasing the two portable video surveillance towers in the amount of \$99,000 from Cameras Onsite, LLC the lowest responsive, responsible bidder, meeting specifications.

Failure to approve this request will result in the inability to purchase these two new towers for use in the city and we will lose the available grant funds.

**CITY OF PLANO**  
**BID NO. 2012-223-B**  
**Portable Video Surveillance Towers**

**BID RECAP**

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**Bid opening Date/Time:** July 19, 2012

**Number of Vendors Notified:** 1759

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

**Bids Evaluated Non-Responsive to Specifications:** 0

**Number of Bids Submitted Responsive to Bid:** 1

Cameras Onsite, LLC	\$99,000.00
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**Recommended Vendor:**

Cameras Onsite, LLC	\$99,000.00
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*Teresa Shelstad*

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Teresa Shelstad  
Buyer I

*August 13, 2012*

---

Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/27/2012			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): <b>Perry Neeley, Ext. 7376</b>					
<b>CAPTION</b>					
To terminate Contract No. 2011-204-C Tires – New, and award Bid No. 2012-260-C for a one (1) year contract with three (3) city optional renewals to purchase Tires – New for Inventory Control & Asset Disposal (ICAD) from A to Z Tire & Battery, Inc., American Tire Distributors, and Southern Tire Mart in an estimated amount of \$316,686 and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2011-12, 2012-13, 2013-14, 2014-15 &amp; 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget			2,038,109	1,241,744	<b>3,279,853</b>
Encumbered/Expended Amount		0	-1,695,592	0	<b>-1,695,592</b>
This Item		0	-25,000	-1,241,744	<b>-1,266,744</b>
BALANCE		0	317,517	0	<b>317,517</b>
<b>FUND(S):    WAREHOUSE</b>					
<p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in the Inventory Stock department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in the remainder of FY 2011-12 is \$25,000. The estimated future annual amount is \$1,241,744, which will be made within approved budget appropriations. Remaining balance will be used for other Inventory purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> The contracted purchase for New Tires for Warehouse Inventory stock relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
Staff recommends approval of a one (1) year contract with three (3) city optional renewals to purchase Tires – New for Inventory Control & Asset Disposal (ICAD) from A to Z Tire & Battery, Inc., in the estimated amount of \$9,699.50 (Line items: 3, 8) and American Tire Distributors in the estimated amount of \$261,931.50 (Line items: 2, 4, 5, 6, 7, 9, 10, 11, 13, 14, ,15, 16, 17, 19, 20, 21, 22, 23, 25, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 40, 41, 43, 44) and Southern Tire Mart in the estimated amount of \$45,055.28 (Line items: 1, 12, 18, 26, 27, 42) in a total estimated amount of \$316,686.28.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Award Memo					
Bid Recap					



**Date:** August 15, 2012  
**To:** Earl Whitaker, Purchasing Buyer Supervisor  
**From:** Josh Mathewes, ICAD Supervisor  
**Subject:** Award of Bid 2012-260-C Tires - New

It is the recommendation of both the Inventory Control & Asset Disposal (ICAD) and Fleet departments to terminate Contract No. 2011-204-C Tires – New due to extensive price increase request, and to award Bid No. 2012-260-C Tires – New by line item due to the total dollar savings achieved and the inability of a single vendor to meet all line item specification requirements.

American Tire Distributors (ATD) was the lowest bidder overall, however, during the evaluation process, ATD did not meet specification on multiple line items. ATD took exception with price deadlines on line items 1 and 42, did not meet minimum specifications on line item 12, and failed to meet intermittent speed rating requirements on line items 26 and 27.

Southern Tire Mart was awarded line items 1, 12, and 42 after the lowest bidders failed to meet specifications and/or took exception with price deadlines. Southern Tire Mart was also awarded line items 26 and 27 due to all other bidders' inability to meet the intermittent speed requirements.

A to Z Tire & Battery, Inc. did not meet specifications on line items 1, 4, 5, 6, 7, 9, 10, 13, 26, and 27. In addition, A to Z Tire & Battery, Inc. did not meet specifications on line items 12, 14, 23, 25, 30, 37, 39, 42, 43, and 44. It was found during the evaluation that sufficient information was not provided as requested and specification sheets were not submitted. Also, an internet search to obtain information was unsuccessful.

Line item 24 on the bid was not awarded because it was deemed "Out of Service" during the evaluation process.

All bidders were deemed non-responsive on line item 38 due to not meeting the intermittent rating requirements.

It is the recommendation of both the ICAD and Fleet departments, based on inventory requirements, to award Contract 2012-260-C as follows:

**American Tire Distributors**

Line items: 2, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 25, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 40, 41, 43, 44

Estimated amount: \$261,931.50

**Southern Tire Mart**

Line items: 1, 12, 18, 26, 27, 42

Estimated amount: \$45,055.28

**A to Z Tire & Battery, Inc.**

Line items: 3, 8

Estimated amount: \$9,699.50

Total Estimated Amount: \$316,686.28

Failure to approve this contract would result in higher purchasing costs, possible limited availability or no availability, possible non uniformity of brands and increased down time of city Fleet vehicles.

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

Feel free to contact me if you have any questions at extension 4283.

Josh Mathewes  
Inventory Control & Asset Disposal Supervisor

CITY OF PLANO

BID NO. 2012-260-C  
Tires - New  
BID RECAP

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**Bid opening Date/Time:** August 6, 2012 @ 2:00 pm

**Number of Vendors Notified:** 437

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

**Number of Partial Bids Submitted:** 1

**Number of Bids Submitted:** 3

American Tire Distributors

Total Offer: \$313,810.37

A to Z Tire & Battery, Inc.

Total Offer: \$329,410.14

Southern Tire Mart

Total Offer: \$441,454.59

**Recommended Vendor:**

**A to Z Tire & Battery, Inc.**

Items: 3, 8

**Line Item Estimated Amount: \$9,699.50**

**American Tire Distributors**

Items: 2, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 25, 28, 29, 30, 31, 32, 33,  
34, 35, 36, 37, 39, 40, 41, 43, 44

**Line Item Estimated Amount: \$261,931.50**

**Southern Tire Mart**

Items: 1, 12, 18, 26, 27, 42

**Line Item Estimated Amount: \$45,055.28**

**Total Estimated Amount: \$316,686.28**

Perry Neeley

\_\_\_\_\_  
Buyer

August 16, 2012

\_\_\_\_\_  
Date



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/27/2012		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
To approve the purchase of the installation of conduits and cabling for the Technology Services Data Center Renovation project, in the amount of \$149,948 from Able Communications, Inc. through an existing contract and authorizing the City Manager to execute all necessary documents. (City of Plano Contract Number 2011-195-C)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	239,200	7,761,000	0	<b>8,000,200</b>
Encumbered/Expended Amount	-239,200	-361,606	0	<b>-600,806</b>
This Item	0	-149,948	0	<b>-149,948</b>
<b>BALANCE</b>	0	7,249,446	0	<b>7,249,446</b>
<b>FUND(s):     MUNICIPAL FACILITIES CIP</b>				
<b>COMMENTS:</b> Funds are included in Municipal Facilities CIP. This item, in the amount of \$149,948 will leave a current year balance of \$7,249,446 for the Technology Service Facility project.				
<b>STRATEGIC PLAN GOAL:</b> The Technology Service Facility reconstruction project relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Staff recommends the purchase of the installation of necessary conduits and cabling required for the Technology Services Data Center Renovation project from Able Communications, Inc. utilizing the City of Plano's existing contract, in the amount of \$149,948. With the new conduits and cable, we can keep the services running concurrently during the transition phase of the project. (City of Plano Contract Number 2011-195-C).				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



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## Memorandum

**To:** David Stephens, Technology Services Director

**From:** Edward Jenkins, Support Services Manager

**Date:** 08/15/12

**Re:** Recommendation Memo

Technology Services requests approval to have Able Communications, our current contracted cabling vendor, provide the necessary conduits and cabling required for the Technology Services Data Center Renovation Project.

This project will include underground work to install (8) 4" conduits from the Municipal Center Annex to the Municipal Center. These conduits will be used to provide fiber and copper connectivity between facilities. Connections included are a 100 pair copper cable, (2) 144 strand single mode and (1) 144 strand multi-mode fiber cables, terminated and tested. These new conduits and cables will allow us to keep the existing data center running concurrently with the new data center for a much smoother cut over.

The Dmarc and cable entrance in the new data center are in a different part of the building than the existing ones are today. If we do not put in new facilities than we will be required to move the existing ones to the new part of the building which would require an extensive outage and the cables would not reach the new termination point. With the new conduits and cable we can keep the services running concurrently during the transitions phase of this project.

The quoted cost for this project is \$149,948. We will purchase from our existing contract 2011-195-C.



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/27/12		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): <b>T. Stuckey- 7156</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, extending the time limits of an exclusive period for development of a preliminary project design and the negotiation of the terms and conditions of a development agreement by and between the City of Plano, Texas and Prescott Realty Group for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	11,032,787	0	<b>11,032,787</b>
Encumbered/Expended Amount	0	-3,045,742	0	<b>-3,045,742</b>
This Item	0	-35,000	0	<b>-35,000</b>
<b>BALANCE</b>	<b>0</b>	<b>7,952,045</b>	<b>0</b>	<b>7,952,045</b>
<b>FUND(S):     TIF - EAST SIDE</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2011-12 TIF East Side fund balance. This item, in the amount of \$35,000, will leave a FY 2011-12 ending fund balance of \$7,952,045 in the TIF East Side fund.</p> <p><b>STRATEGIC PLAN GOAL:</b> Passage of the resolution extension relates to the City's Goal of Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>On December 20, 2011 City Council approved a Letter Agreement providing an exclusive 120 day period in which to negotiate the terms and conditions of a development agreement with Prescott Realty Group for redevelopment of the city owned tract at the northwest corner of Park Boulevard and K Avenue. The City Manager has approved two extensions, in accordance with the Letter Agreement, for a total of 270 days. Prescott Realty continues to explore development alternatives for the property, and this item grants a 180 day extension.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Letter Agreement				

**A Resolution of the City Council of the City of Plano, Texas, extending the time limits of an exclusive period for development of a preliminary project design and the negotiation of the terms and conditions of a development agreement by and between the City of Plano, Texas and Prescott Realty Group for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, on December 20, 2011, the City Council approved a Letter Agreement (the "Agreement") by and between the City of Plano, Texas and Prescott Realty Group, attached hereto as Exhibit "A," and

**WHEREAS**, the Agreement provided an exclusive 120 day time frame for Prescott Realty Group to develop a preliminary project design for redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue, known as the Parker Road Station Redevelopment Project #1 (the "Project"), and for the City and Prescott Realty Group to negotiate a development agreement regarding same; and

**WHEREAS**, in accordance with the Agreement, the City Manager has extended the time frame for the exclusive period of preliminary project design and negotiation by 150 days in addition to the initial 120 day time frame for a total of 270 days; and

**WHEREAS**, an additional 180 days is needed to explore development options for the property, develop a preliminary project design, and to complete negotiation of the terms and conditions of a development 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 a 180 day extension of the terms and conditions of the Letter Agreement should be approved, and the City Manager or his authorized designee should be authorized to execute a letter extending the agreement on behalf of the City of Plano.

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

**Section I.** The extension of the terms and conditions of the Agreement for an additional 180 days from the date of the approval herein, is hereby found to be acceptable and in the best interests of the City of Plano and is hereby in all things approved.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute a letter in connection herewith on behalf of the City of Plano.

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

**DULY PASSED AND APPROVED THIS THE 27TH DAY OF AUGUST, 2012.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY



December 8, 2011

Mr. Judson Pankey, CEO  
Prescott Realty Group  
6060 N. Central Expressway, Suite 101  
Dallas, TX 75206

Re: Letter Agreement – Parker Road Station Redevelopment Project #1 (RFQ No. 2011-286-B, 091011)

Dear Mr. Pankey:

Subject to City Council approval, we are pleased to inform you that you have been selected as the developer to enter into the conditional selection/negotiation phase of the above referenced project. This agreement does not award the final development to you, but rather sets forth the rights, obligations and process the parties will follow to negotiate a final development contract as further defined below.

The City of Plano (the "City"), grants to Prescott Realty Group the exclusive right to develop a preliminary project design for the Parker Road Station Redevelopment Project #1 (the "Project"). This exclusive right is limited to the company completing the preliminary design under the conditions set forth below. Concurrent with the development of the preliminary design, the parties will, in good faith, negotiate the terms and conditions of a development contract for the Project. If Prescott Realty Group and the City fail to reach agreement on the preliminary project design and fail to enter into a development agreement for the Project, acceptable to the city in the time set forth below, including extensions, the company shall forfeit its rights under this agreement and the city has no further obligation to continue negotiations pertaining to the development of the property.

The period for completing a preliminary project design satisfactory to the City and for the parties to agree upon the terms and conditions for a development contract shall be one hundred and twenty (120) days from the date of City Council approval of this letter agreement, which period may be extended for up to an additional thirty (30) days upon approval of the City Manager. The parties may further extend this period upon mutual consent, in writing by approval of the City Manager.

Both parties acknowledge that an adequate number of public meetings will be one aspect of the iterative process for preparing the preliminary design. Prescott Realty Group agrees to participate in at least three public meetings (but not obligated to more than five), workshops, and/or presentations with the following entities or groups, but not limited to: specific city committees, the public at large, the Dallas Area Rapid Transit Authority, area property owners and surrounding neighborhoods, Tax Increment Finance (T.I.F.) #2 Board, the City of Plano City Council, and others as identified by City staff.

Preparation of a satisfactory preliminary project design shall include a project narrative description of proposed uses, building(s), amenities, concept project drawings including preliminary site plan, typical exterior elevations, typical floor plans, and exterior materials (color and finishes); cost estimates; and construction schedules. Prescott Realty Group is solely responsible for securing project financing and production of financial information and market analysis as may be required by project investors and lenders.

Prescott Realty Group and the City of Plano shall negotiate a development contract specifying the terms and conditions for the conveyance of property to the developer; financing plans, including preliminary commitment of sufficient equity and debt financing; extent of public construction and/or financial participation; project phasing, performance assurances, developers' management structure and personnel committed to the project; general project management, and public incentives and considerations. The final development contract shall provide that Prescott Realty Group ensures adequate financing for the construction of the project improvements. The negotiation of the development contract shall be exclusively between Prescott Realty Group and the City of Plano. Both parties agree to hold all discussion and terms of the negotiation confidential to the extent allowed by law until such time as they are publicly presented to the Plano City Council.

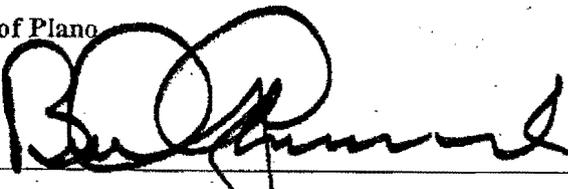
The City shall not be responsible for any costs incurred by Prescott Realty Group pursuant to this agreement except as expressly provided herein. Prescott Realty Group shall be reimbursed for the actual design costs for project planning along with plans for utility extensions, street and drainage improvements, public walkways and connections to the rail platform and other public infrastructure, but in no event shall such total reimbursement exceed \$35,000.00 in the aggregate. The City shall provide Prescott Realty Group with previous surveys and environmental site assessments (ESA) of the property. Any additional survey or ESA deemed necessary by Prescott Realty Group shall be at its expense. In exchange for acceptance of the reimbursement, the City retains all necessary rights to use plans created for public facilities and infrastructure, and all assignable rights in the boundary survey and ESA. All other costs incurred by Prescott Realty Group under this agreement shall be borne solely by the company.

Because of the personal nature of the services to be rendered, you may not assign this agreement without our prior written consent. However, the agreement will inure to the benefit of and be binding on our successors and assigns.

If this agreement meets with your complete approval, please sign and return one of the duplicate originals for our records.

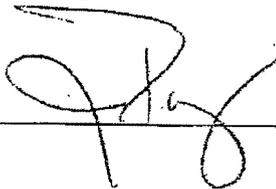
Very truly yours,

City of Plano

By: 

ACCEPTED AND AGREED TO on this 9 day of July, 2012

Prescott Realty Group

By: 



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/27/12		
Department:		Public Safety Communications		
Department Head		Ron Timmons		
Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7247</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Alcatel-Lucent USA, Inc., a sole source provider, to purchase services and products related to the Phase 7 upgrade and replacement of the existing microwave radio system in the amount of \$677,448.10; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	2,138,431	4,911,349	0	<b>7,049,780</b>
Encumbered/Expended Amount	-2,138,431	-449,952	0	<b>-2,588,383</b>
This Item	0	-677,448	0	<b>-677,448</b>
<b>BALANCE</b>	<b>0</b>	<b>3,783,949</b>	<b>0</b>	<b>3,783,949</b>
<b>FUND(S):     TECHNOLOGY IMPROVEMENTS</b>				
<p><b>COMMENTS:</b> Funds are available from the 2008 and 2009 sales of Tax Notes and 2010 sale of Certificates of Obligations. This item, in the amount of \$677,448, will leave a current year balance of \$3,783,949 for the microwave upgrade and radio and infrastructure replacement components of the Radio System Infrastructure Replacement project (project #'s 94204 and 94205).</p>				
<p>STRATEGIC PLAN GOAL: Hardware and software upgrades for the Radio System Infrastructure Replacement project relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff requests Council approval to purchase services and products related to the Phase 7 upgrade and replacement of the existing microwave radio system in the amount of \$677,448.10. City of Plano assigned Contract No. 2009-187-C.</p>				
List of Supporting Documents: Award Recommendation Memo, Resolution and Contract			Other Departments, Boards, Commissions or Agencies NA	



Date: 8/14/12

To: Sharron Mason, Purchasing

From: Jim Raney, PSC on behalf of Ron Goldsmith

Ref: Sole Source purchase Recommendation Memo

Public Safety Communications recommends the purchase from Alcatel-Lucent USA, Inc. of services and products related to the Phase 7 upgrade and replacement of the existing microwave radio system.

This agreement allows Alcatel-Lucent USA, Inc. to upgrade the existing system and reuse specific elements of the original design to minimize costs while maintaining the reliability level of the original system. The technical expertise required to achieve the project design is only available through Alcatel-Lucent USA, Inc. thereby constituting a sole source supplier. This upgrade will expand our existing bandwidth and provide more reliability for Police and Fire communications in the field.

Failure to approve this contract could result in hardware and software reliability issues in the microwave system resulting in poor communications and reliability for fire and police. These services are essential to the support of the City of Plano P25 radio system.

Alcatel-Lucent USA, Inc. is the sole source provider of these services and products for our microwave radio system.

The cost of these services is \$677,448.00 and funded from the CIP Project Funds.

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Alcatel-Lucent USA, Inc., a sole source provider, to purchase services and products related to the Phase 7 upgrade and replacement of the existing microwave radio system in the amount of \$677,448.10; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, The Public Safety Communications Department of the City of Plano utilizes a microwave radio system used by the City of Plano; and

**WHEREAS**, Alcatel-Lucent USA, Inc. is the sole source provider of services and products for the microwave radio system; and

**WHEREAS**, the City Council has been presented a proposed agreement for products and services related to the Phase 7 upgrade in the microwave radio system, which is incorporated herein by reference (hereinafter called "Agreement"); and

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

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

**Section I.** The City Council hereby finds and determines that Alcatel-Lucent USA, Inc. is the sole source provider for the products and services related to the Phase 7 upgrade to the City's microwave radio system, and is exempt from the competitive bid requirements as provided in the Texas Local Government Code, Section 252.022(a)(7).

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

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

**DULY PASSED AND APPROVED** this the 27<sup>th</sup> day of August, 2012.

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN CITY OF PLANO, TEXAS AND  
ALCATEL-LUCENT USA, INC.  
2009-187-C**

**THIS CONTRACT** is made and entered by and between **ALCATEL-LUCENT USA, INC.**, a Delaware corporation, whose address is 3400 W. Plano Pkwy., Plano, Texas 75075, 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 approval of the Plano City Council and subsequent 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**

The parties agree that Contractor shall perform such services as are further described in the Phase Seven Top Level Statement of Work attached hereto and incorporated herein as **Exhibit "A"**. The parties understand and agree that deviations or modifications in the Statement of Work may be authorized from time to time by City, but said authorization must be made in writing and signed by all parties.

The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Phase Seven Top Level Statement of Work (**Exhibit "A"**);
- (b) Pricing Guide (**Exhibit "B"**);
- (c) Engineering Services (**Exhibit "C"**);
- (d) The Network Diagrams for Pre and Post – Phase 7 Configuration on file with the Public Safety Communication Department of the City of Plano;
- (e) Insurance Requirements (**Exhibit "D"**); and
- (f) Affidavit of No Prohibited Interest (**Exhibit "E"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.  
TIME OF COMPLETION**

Contractor agrees and covenants that all work hereunder shall begin upon receipt of the City's purchase order and will be completed by November 16, 2012.

### III. WARRANTY

Alcatel-Lucent warrants to City that, for the applicable warranty period set forth herein, (a) Equipment and Software media purchased hereunder and manufactured by Alcatel-Lucent (including those manufactured for Alcatel-Lucent by a contract manufacturer and based on Alcatel-Lucent's specification), under normal use and service, will be free from defects in material and workmanship; (b) Equipment and Software will materially conform to Alcatel-Lucent's specifications in effect on the date of acceptance; and (c) Services will be performed in a professional and workmanlike manner. However, Alcatel-Lucent makes no warranty that any Software will operate uninterrupted or error free. With respect to Products or partial assembly of Products furnished by Alcatel-Lucent but not manufactured by Alcatel-Lucent, Alcatel-Lucent hereby assigns, to the extent permitted, the warranties given to Alcatel-Lucent by its vendors of such items.

The warranty periods applicable to Alcatel-Lucent Equipment and Software are 12 months and 90 days, respectively, other than the Digital Microwave Equipment that has a 36 month warranty. The warranty period for Equipment and Software begins on the date of shipment except if Alcatel-Lucent performs installation Services for any Equipment or Software, in which case the warranty period begins on the date of Acceptance. The warranty period for Services is 30 days from the date of completion.

If any Equipment is not as warranted in this Article, then (a) City shall obtain from Alcatel-Lucent a return authorization number, and return the Equipment at its expense, together with the authorization number and a detailed description of the problem, to Alcatel-Lucent's designated repair facility; and (b) Alcatel-Lucent shall repair or replace the Equipment and return it at Alcatel-Lucent's expense to City's point of shipment. Alcatel-Lucent shall assume the risk of loss or damage to any Equipment returned to Alcatel-Lucent for repair or replacement from receipt thereof until delivery to City's point of shipment. If any Software is not as warranted in this Article, then, upon notice from City, Alcatel-Lucent shall correct the Software by (c) electronic means or (d) delivery to City of suitable media chosen solely by Alcatel-Lucent. If Alcatel-Lucent ascertains that Equipment is not readily returnable for repair, then at its option, Alcatel-Lucent may elect to repair or replace the Equipment at City's site. In such instances, City, at its expense, shall make the Equipment accessible for repair or replacement and shall restore the site after Alcatel-Lucent has completed its repair or replacement. If, Alcatel-Lucent determines that it cannot, in a commercially reasonable manner, (i) repair or replace any Equipment, (ii) correct any Software, or (iii) correct any Services, then Alcatel-Lucent may, in its sole discretion, refund to City the Price of the Product or Services, less a reasonable adjustment for beneficial use. In repairing or replacing any Equipment, part of Equipment, or Software medium under this warranty, Alcatel-Lucent may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Equipment, parts of Equipment, or Software medium. For any Equipment or parts thereof repaired, replaced or corrected under this Article, the warranty period applicable to the Equipment will continue for the longer of (i) the remainder of the original warranty period or (ii) 90 days after the date of shipment of the repaired or replaced Equipment. The warranty period for the corrected Software via fixes and/or patches will be the remaining period of the original warranty period.

Notwithstanding any provision of this Agreement to the contrary, Alcatel-Lucent has no obligation to repair or replace any Equipment, correct any Software, or correct any Services if (a) the Product or any Software has been modified, repaired or reworked by anyone other than Alcatel-Lucent; or (b) the defect is the result of (i) any improper storage, handling or use by anyone other than Alcatel-Lucent, (ii) failure to provide a suitable climatic environment, (iii) operator error, (iv) improper installation of Equipment by anyone other than Alcatel-Lucent, (v) use in a manner not in accordance with the Documentation, (vi) failure to implement any new releases or update to the Software, (vii) any use of the Product in conjunction with another non-Alcatel-Lucent product (except to the extent provided in the Documentation), (viii) consumable items, including fuses, light bulbs, motor brushes and the like, (ix) Products which have had their serial numbers or month and year of manufacture removed, altered, defaced, or deleted, or (x) any damage by power failure, fire, explosion or any act of God or other cause beyond Alcatel-Lucent's control. The warranties set forth in this Article are nontransferable.

Warranty does not include: Alcatel-Lucent assisting in diagnostic efforts; access to Alcatel-Lucent's technical support web sites, databases, or tools; Product integration; on-site assistance; or Documentation updates. These Services are available during and after the warranty period at Alcatel-Lucent's published prices.

EXCEPT AS PROVIDED OTHERWISE HEREIN, THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE FOR PRODUCTS AND SERVICES IS THE EXCLUSIVE WARRANTY. ALCATEL-LUCENT DISCLAIMS ALL OTHER WARRANTIES IMPLIED OR STATUTORY INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE REMEDY PROVIDED UNDER THIS SECTION THIS IS CITY'S EXCLUSIVE REMEDY FOR FAILURE OF PRODUCTS OR SERVICES TO CONFORM TO THE WARRANTY.

#### IV. PAYMENT

Total compensation for Contractor's work on the Project shall be in an amount not to exceed the sum of **SIX HUNDRED SEVENTY SEVEN THOUSAND FOUR HUNDRED FORTY EIGHT AND 10/100 DOLLARS (\$677,448.10)** as set out in **Exhibit "B"**.

All payments for goods and services will be processed within 30 days after the goods are provided, the services completed, or a correct invoice is received, whichever is later, in accordance with the Texas "prompt payment law," set forth in Texas Government Code chapter 2251. The Parties agree that no prompt or early payment discount is applicable to the total compensation for Contractor's work on the project.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end

of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**V.**

**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. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to section **VII. INDEMNIFICATION** and section **XIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**VI.**

**LOSSES FROM NATURAL CAUSES**

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

**VII.**

**INDEMNIFICATION**

**CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF 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 CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE**

SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

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

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

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

**VIII.  
LIMITATION OF LIABILITY**

**Alcatel-Lucent and City acknowledge that they have negotiated the Price (among other things) in consideration of their agreement to limit certain of Alcatel-Lucent's liabilities. In no event is Alcatel-Lucent or any of its suppliers or licensors liable for any indirect, special, exemplary, consequential or incidental damages (including lost profits, lost revenues and other economic losses), however caused and regardless of whether such damages are foreseeable or whether Alcatel-Lucent has been advised of their possibility.**

Except for a claim for personal injury, loss of life and/or property damage caused in whole or in part, directly or indirectly by Alcatel-Lucent, Alcatel-Lucent's liability will be limited to actual damages. **ALCATEL-LUCENT'S CUMULATIVE LIABILITY FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES, EXCEPT FOR CLAIMS FOR PERSONAL INJURY, LOSS OF LIFE AND/OR PROPERTY DAMAGE, OF CITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THREE TIMES THE CONTRACT VALUE.**

**IX.  
INSTALLATION, VERIFICATION AND ACCEPTANCE**

If Alcatel-Lucent performs installation Services for any Product, then, upon completion of the installation, Alcatel-Lucent shall perform its acceptance tests for the Product in accordance with the Project Specific Statement of Work, Articles 7.5 HOP Acceptance and 8.0 Acceptance Plan. City may witness these verification tests. When Alcatel-Lucent has completed all of its verification tests for any Product to the satisfaction of Alcatel-Lucent and City, then Alcatel-Lucent shall deliver to City an Equipment and Software Verification certificate. Upon receipt of this certificate, (a) the Product shall be deemed to have been accepted by City, and (b) any failure by Alcatel-Lucent to perform the related installation Services in accordance with this Agreement shall be deemed to have been waived. If City undertakes any commercially beneficial use of any Product prior to the completion of Alcatel-Lucent's verification tests, then (a) the Product shall be deemed to have been accepted by City, and (b) the failure by Alcatel-Lucent to perform the related installation Services in accordance with this Agreement shall be deemed to have been waived.

If Alcatel-Lucent does not perform installation Services for any Product, then the Product shall be deemed to have been accepted by City when the related risk of loss or damage passes to City under this Agreement.

Documentation shall be deemed to have been accepted by City when the related risk of loss or damage passes to City under this Agreement.

## **X. SOFTWARE**

Upon delivery of any Software, Alcatel-Lucent grants to The City, and The City accepts, a nonexclusive, nontransferable license to use the portions of the Software (including any methods or concepts utilized therein) for which activation has been authorized by Alcatel-Lucent, solely on or with a single unit or arrangement of Equipment for which the Software was delivered. The City may make one copy of any Software for backup and archival purposes if the copy contains all of the Alcatel-Lucent proprietary notices contained in the original Software. All copies of all Software shall be Confidential Information. If Alcatel-Lucent modifies, updates or replaces any Software, or if The City discontinues the use of any Product, then, within 30 days thereafter, The City shall deliver to Alcatel-Lucent, or certify in writing to Alcatel-Lucent the destruction of, all Software superseded or discontinued as a result thereof.

## **XI. CONFIDENTIAL INFORMATION**

If Alcatel-Lucent delivers to City any information or data marked or identified as confidential or proprietary ("Confidential Information") including software, then City shall not: (a) disclose or otherwise make available the Confidential Information to any third party except in accordance with applicable law; (b) modify, copy, transmit, alter, merge, decompile, disassemble, reverse engineer, or adapt any portion of the Confidential Information (except to the extent otherwise expressly permitted by this Agreement), or (c) use the Confidential Information for any purpose except to operate and maintain any Product.

If City delivers to Alcatel-Lucent any information or data marked or identified as confidential or proprietary ("Confidential Information") in connection with operation and/or maintenance of any Product for City, Alcatel agrees to treat the information as confidential or proprietary in accordance with the terms set forth above regarding City treatment of Alcatel-Lucent's Confidential Information.

Subject to notification requirements specified in applicable Public Records or Public Meetings laws, City further agrees that Alcatel-Lucent will be provided with Notice, in the event that release of this Agreement or any Confidential Information has been requested. If a public disclosure of Confidential Information is requested, City shall notify Alcatel-Lucent in writing of such request. Alcatel-Lucent may seek a protective order, at its own expense and in a court of competent jurisdiction. City will reasonably cooperate with Alcatel in such action, but is under no obligation to obtain or seek any court protection.

Notwithstanding any provisions contained in this section, City may disclose Confidential Information in accordance with applicable law.

The rights and obligations under this Article shall survive the expiration of the term or sooner termination of this Agreement.

**XII.**  
**DELIVERY AND RISK OF LOSS**

Care, custody and control of and risk of loss with respect to the project including responsibility for products and services associated with the scope of work shall remain solely with the Contractor until final acceptance of the project by City.

**XIII.**  
**COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and **shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**XIV.**  
**ASSIGNMENT AND SUBLETTING**

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

**XV.**  
**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.

**XVI.**  
**INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "D"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate

verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XVII.  
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XVIII.  
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City's Charter, and the City's 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 required by City of Plano, as attached and incorporated herein as **Exhibit "E"**.

**XIX.  
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.

**XX.  
TERMINATION**

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 thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XXI.  
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.

**XXII.  
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 Contract on behalf of the parties hereto.

**XXIII.  
CONTRACT INTERPRETATION**

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

**XXIV.  
SUCCESSORS AND ASSIGNS**

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

**XXV.  
NOTICES**

Unless notified otherwise in writing, all notices, including notice of disputes, claims and controversies, are required to be given to the parties in writing and delivered in person or sent via certified mail to the other parties at the following respective addresses:

Plano Representative:  
City of Plano  
Director of Public Safety Communications  
P.O. Box 860358  
Plano Texas 75086-0358

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

Alcatel-Lucent Representative:  
Alcatel-Lucent USA, Inc.  
Attn: Patrick Stewart  
3400 W. Plano Pkwy.  
Plano, Texas 75075

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.

**XXVI.  
IMMUNITY**

In the execution of this Agreement, City does not waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available 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 does not create any rights in parties who are not signatories to this Agreement.

**XXVII.  
DISPUTE RESOLUTION**

In the event of a dispute regarding any aspect of this Agreement, the parties shall refer the dispute to outside non-binding mediation for resolution prior to engaging in litigation. All parties shall share equally in the cost of a certified mediator and each party shall be responsible for their own attorney fees.

**XXVIII.  
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.

**XXIX.  
GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall 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.

**XXX.  
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.

**XXXI.  
EXHIBITS**

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

**XXXII.  
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.

**XXXIII.  
EFFECTIVE DATE**

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

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

**ALCATEL-LUCENT USA, INC.**

DATE: Aug 1, 2012

By:   
Name: PATRICK STEWART  
Title: Contract Management

**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
**BRUCE D. GLASSCOCK**  
CITY MANAGER

**APPROVED AS TO FORM:**

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



**PHASE SEVEN NETWORK TOP LEVEL STATEMENT OF WORK**

Referenced Documents:

1. Alcatel-Lucent Pricing Summary for City of Plano Phase 7 Network Project
2. Engineering Services Proposal from Alcatel-Lucent IPD Network Design Engineering
3. Network Diagram – Pre-Phase 7 Configuration
4. Network Diagram – Post-Phase 7 Configuration

Major Tasks to be accomplished in Phase 7:

- Microwave Upgrades:
  1. Upgrade Comm Parkway to Ridgeway microwave from 50 Mb/sec to 150 Mb/sec. Upgrade existing 50 MB Ethernet radio to 150 MB Ethernet radio. Test and verify. Includes required test equipment. Replace existing PADX6-65A with new UXA6-W57A RF. Remove abandoned waveguide on horizontal polarity. Modify existing 7705 GigE interface for additional bandwidth.
  2. Upgrade Allen Water Tower to Ridgeview microwave from 50 Mb/sec to 150 Mb/sec. Upgrade existing 50 MB Ethernet radio to 150 MB Ethernet radio. Modify 7750 GigE interface for additional bandwidth. Test and verify. Includes required test equipment. Reuse existing antennas in current configuration.
  3. Upgrade Avenue K to Schoolhouse microwave from 50 Mb/sec to 150 Mb/sec. Test and verify. Includes required test equipment. Reuse existing antenna but install new feedhorn to make the antenna a PAD6-59B. Modify existing 7705 GigE interface for additional bandwidth.
  4. Upgrade Avenue N to Radio Shop microwave from 50 Mb/sec to 150 Mb/sec. Upgrade existing 50 MB Ethernet radio to 150 MB Ethernet radio. Test and verify. Includes required test equipment. Rotate existing feedhorn on Andrew VHLP-2-11 to horizontal polarity. Modify 7750 GigE interface for additional bandwidth.
  5. Upgrade Ave K to Radio Shop microwave from 50 Mb/sec to 2 x 50 Mb/sec. Install new second 50 MB Ethernet radio channel in MDR-8711E-50 "B" side on parallel path with existing 50 MB Ethernet radio. Test and verify. Includes required test equipment. Reuse existing antenna but change polarity to horizontal. Install and provision additional GigE interface on the 7705.
  6. Make Ave N to Ave K microwave hop hot-standby (currently not). Upgrade to hot standby and install and provision additional GigE interface on the 7705. Test and verify. Includes required test equipment. Reuse of existing frequency and existing antenna in current configuration.
  7. Use spares as much as possible on the Avenue N to Avenue K and Avenue N to Ridgeway upgrades.

8. Make Ave N to Ridgeview microwave hop hot-standby (currently not). Upgrade existing AVN-RID MDR-8706E-50 NS to MDR- 8706E-150 HS. Install and provision additional GigE interface on the 7705. Test and verify. Reuse existing antennas in current configuration.
9. Upgrade 5620 SAM to R9.x
  - a. Upgrade memory on Sun server to support 5620 SAM R9.x
  - b. Rebuild 5620 SAM database from scratch with remote support from IPD
10. Upgrade 7705 SAR-8 to R5.x
  - a. Upgrade 12 Nodes: Ave N, Ave K Dispatch, Radio Shop, Schoolhouse, Ridgeview, Comm Parkway, Allen Water Tower, Plano Pkwy, Dog House, Wylie, Murphy Water Tower, and Allen City Hall.
  - b. Upgrades will be done on-site.
11. Purchase 7705 SAR-8 (R5.x) at Avenue K Dispatch
  - a. Installation of new Ave K Tower switch. This new switch duplicates the hardware configuration of the existing Ave K Tower switch.
  - b. Installation and configuration services for VPLS at new Avenue K Tower switch.
  - c. Hot cutover from original 3.0R3 Ave K Tower switch to 5.0 switch.
  - d. Move switch with Ave K Tower CSMs running 3.0R3 to Avenue K Dispatch for installation into the ring (not as a spur).
  - e. Migration and configure services for Ave K Dispatch.
  - f. Identify and migrate circuit drops from Avenue K Tower to Avenue K Dispatch.
  - g. Purchase tech support for new 7705 SAR-8.
12. Provide pricing for Spares so there are two of everything
13. Purchase test equipment

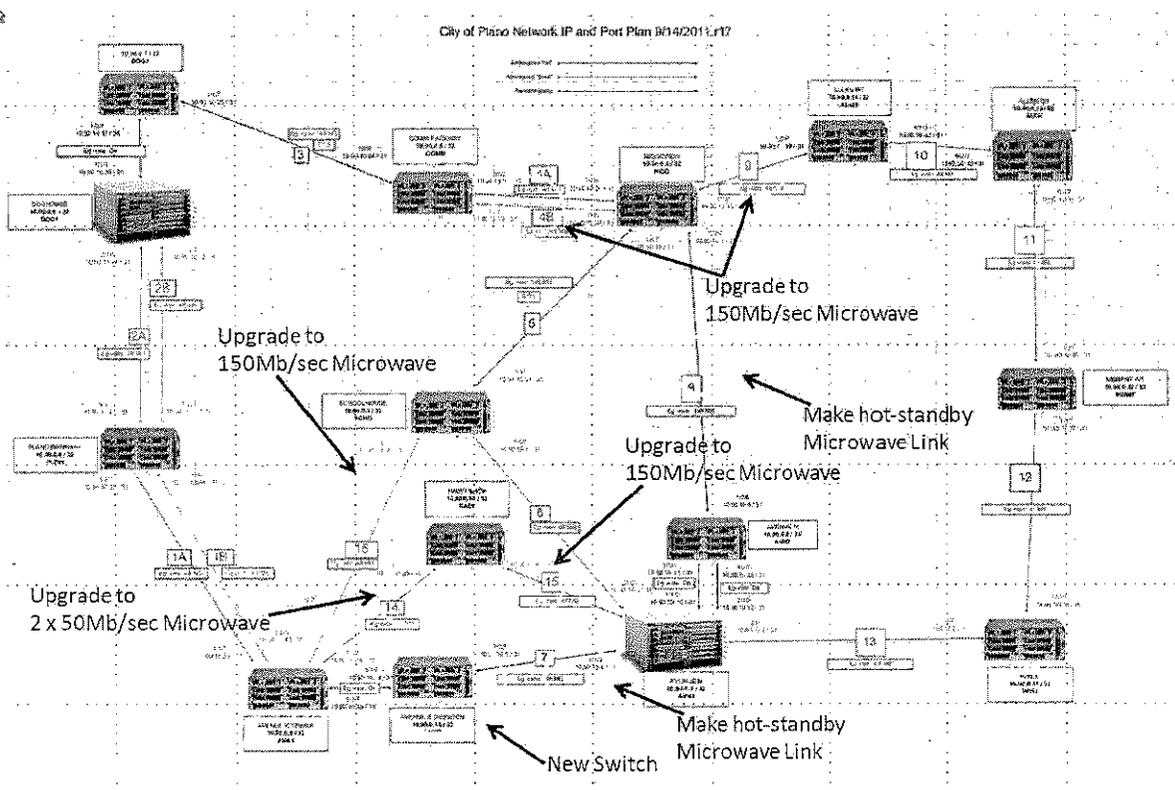


Figure 1 - Major changes in Phase 7



**City of Plano**  
**Phase 7**

Wade Clark  
Account Director, Alcatel-Lucent  
Phone Number: (214) 326-3293  
[wade.clark@alcatel-lucent.com](mailto:wade.clark@alcatel-lucent.com)

Phillip Taylor  
Sr.Sales Engineer, Alcatel-Lucent  
Phone Number: (612) 849-1981  
[jon.masvga@alcatel-lucent.com](mailto:jon.masvga@alcatel-lucent.com)

**Quote # 11US141114F1**

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Notes:

1. Equipment lead time is 8 weeks or sooner after receipt of order.
2. This offer is presented per Alcatel-Lucent Standard Terms and Agreement unless covered under a separate purchase agreement between Alcatel-Lucent and the Customer.

City of Plano  
 Phase 7  
 April 4, 2012  
 Quote # 11US141114F1



**Pricing Summary**

Category	Item Description	Price		
		Year 1	Year 2	Year 3
<b>Microwave</b>				
	Microwave Hardware and Software	\$ 228,245.60		
	Transmission Engineering Services	\$ 13,542.00		
	<b>Microwave Total:</b>	<b>\$ 241,787.60</b>		
<b>MPLS Routers</b>				
	7705 SAR-8 - Ave K Dispatch	\$ 26,852.50		
	Ave K - Tower - SFPs	\$ 2,070.00		
	<b>MPLS Router Total:</b>	<b>\$ 28,922.50</b>		
<b>Firmware and Software Upgrades</b>				
	5620 SAM Upgrade to R9.x	\$ 22,125.00		
	7705 SAR-8 Upgrade to R5	\$ 4,500.00		
	<b>Firmware and Software Upgrades Total:</b>	<b>\$ 26,625.00</b>		
<b>Project Services</b>				
	System Engineering	\$ 4,284.00		
	Upgrade AVN1-AVK1 MW to 150 MB assumes reuse of frequency and existing antennas	\$ 5,814.00		
	5620 SAM network database upgrade and update configuration	\$ 1,454.00		
	MPLS network port, link, IP and MPLS provisioning	\$ 4,207.00		
	Upgrade and reconfigure 7705 SAR for link change to Avenue N and add link to Avenue K	\$ 2,104.00		
	7705 SAR Installation and Test	\$ 2,907.00		

City of Plano  
**Phase 7**  
 April 4, 2012  
 Quote # 11US141114F1



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EXHIBIT PAGE 3 OF 22

Upgrade AVK-SCH MW to 150 MB including associated tower work			\$	8,722.00		
TSM Database Update to Match Network Changes			\$	1,454.00		
Install new RAD-AVK MW to 50 MB MDR-8706E Including associated tower work			\$	4,361.00		
Upgrade RAD-AVN MW to 150 MB Including associated tower work			\$	13,083.00		
Upgrade existing AVN-RID MDR-8706E-NS to MDR-8706E-HS			\$	2,908.00		
Circuit Provisioning and Migration			\$	2,907.00		
Upgrade COM-RID MW to 150 MB including associated tower work			\$	15,989.00		
Sun X4140 memory upgrade to 16 GB			\$	1,698.00		
Upgrade 7750 SAR node from R3 to R5			\$	17,448.00		
System Reroute Testing			\$	2,907.00		
Upgrade ALW-RID MW to 150 MB			\$	5,814.00		
5620 SAM Upgrade - Remote Support		Network Design & Engineering	\$	15,000.00		
Remote Design and Integration Services		Network Design & Engineering	\$	23,800.00		
D&I Project Management (NOT PMO/CFPM)			\$	8,934.00		
Project Management		OI Code: 300295284	\$	8,930.00		
<b>Project Services Total:</b>			<b>\$</b>	<b>154,725.00</b>		
<b>Spares</b>						
7750 and 7705 SAR-8 Spares			\$	86,570.00		
Microwave Spares			\$	25,641.00		

City of Plano  
 Phase 7  
 April 4, 2012  
 Quote # 11US141114F1



B

	Year 1	Year 2	Year 3
<b>Spares Total: \$ 112,211.00</b>			
<b>Test Equipment</b>			
Antisu MS2723C Spectrum Analyzer	\$ 36,158.00		
Agilent 53147A MW Counter / Power Meter	\$ 41,338.00		
Sunset MTT Basic Color Chassis / Accessories	\$ 37,156.00		
Accessories	\$ 12,650.00		
<b>Test Equipment Total: \$ 127,302.00</b>			
<b>Management Adjustment</b>			
One Time Management Adjustment for 7705 SAR-8 upgrades to R5	\$ (14,125.00)		
<b>1st Year Project Total: \$ 677,448.10</b>			
<b>Options</b>			

EXHIBIT  
 PAGE 4 OF 22

**Pricing Notes:**

Ordering Instructions: E-Mail PO to ordernow@alcatel-lucent.com and reference the Alcatel-Lucent Quote # on cover sheet.

City of Plano  
Phase 7  
April 4, 2012  
Quote # 11US141114F1



1. The terms and conditions, including planning pricing, of the items provided under this Proposal or subsequent agreements are subject to future negotiations and future agreement on the terms and conditions which would any sale. *There are no penalties, liquidated damages or other remedies associated with changes to the pricing.*

2. Prices are valid for 60 days.

3. This pricing is valid only for the equipment, equipment features, and services explicitly described within this proposal. Any equipment item, equipment feature, installation item, or service not explicitly described in this bid is not included in this pricing, and any addition of such will require a revised proposal with modified pricing. Please review all sections of this bid carefully for details as to what this proposal includes, and what assumptions have been made.

4. Pricing is based on attached Scope Of Work, Assumptions, Detailed Equipment List and/or Design Configurations.  
5. Taxes, transportation, ancillary material, travel and living expenses are excluded.

City of Plano  
**Phase 7**  
 April 4, 2012  
 Quote # 11US141114F1



7705 SAR-8 Site Location	16 Port T1	8 Port GE/FE	4 Port DS3	Total I/F Cards	Primary Clock	Secondary Clock	External Clock
Allen Courthouse	1	2		3	1/5/1 Adaptive	shutdown	shutdown
Allen Water Tower	1	2		3	source-port 1/5/1	shutdown	5MHz
Avenue K - Tower Site	1	4		5	1/5/1 Adaptive	shutdown	shutdown
Avenue N	2	2		4	source-port 1/5/9	shutdown	10Mhz
Comm Parkway	1	2	1	4	1/5/1 Adaptive	shutdown	5MHz
Doghhouse	2	2		4	source-port 1/5/1	shutdown	5MHz
Murphy Water Tower	1	2		3	1/5/1 Adaptive	shutdown	5MHz
Plano Parkway	1	2		3	1/5/1 Adaptive	shutdown	5MHz
Radio Shop	1	2		3	1/5/1 Adaptive	shutdown	shutdown
Ridgeview	1	3		4	source-port 1/5/1	shutdown	5MHz
Schoolhouse	1	3		4	1/5/1 Adaptive	shutdown	5MHz
Wylie	1	2		3	1/5/1 Adaptive	shutdown	5MHz
<b>Card Totals</b>	<b>14</b>	<b>28</b>	<b>1</b>	<b>43</b>			

Number of 7705 SAR-8s: 12

Taken from config files provided by Daryl White (DAWCOM) 9/15/2011

7750 SR-7 Site Location	MDA - 7750 10-PT GE MDA-XP SFP
Avenue N	2
Doghhouse	2
Spare	1
Number of MDAs:	5

Number of 7750 SR-7s 3

Taken from config files provided by Daryl White (DAWCOM) 9/15/2011

5620 SAM Licensing*	
Release	8
Platform	Solaris

\* see email from Anna Knight 9/29/2011

City of Plano  
Phase 7  
April 4, 2012  
Quote # 11US141114F1



Primary Hostid	17c3bd81
Secondary Hostid	<none>
5620 SAM-E Base Product	1
5620 SAM-A	Yes
5620 SAM-P	Yes
5620 SAM Mobile	Yes
5620 SAM Operator Positions	5
5620 SAM - Ops Included	5
5620 SAM E/A/P - 7750	4
5620 SAM E/A/P - 7705 SAR-8	12
5620 SAM E/A/P - 7705 SAR-8 Card	20
Solaris Version	Solaris 10.0
Hardware Platform Type	Sunfire X4140
Number of Servers	1
Number of CPUs	2
Number of Cores per CPU	4
CPU Speed	2.347 GHZ
Memory Size (GB)	8 GB
Disk Size (GB)	146 GB
Number of Disks	4

Purchased under ALU Sales Order Number 4541842800. The server was originally purchased as part of the City of Houston / Greater Harris County project and was turned over to PAWM / City of Plano because it was surplus on the original project.

City of Plano  
Phase 7  
April 4, 2012  
Quote # 11US141114F1



ALCATEL-LUCENT USA, INC.  
3400 W. Plano Pkwy.  
Plano, TX 75075

City of Plano  
PRICING SUMMARY  
Phase 7  
Contract # N/A  
STARS # 11US141114F1  
April 4, 2012

<b>PROJECT EQUIPMENT</b>		
MDR-8000 RADIOS		\$ 228,246
<b>PROJECT EQUIPMENT TOTAL</b>		<b>\$ 228,246</b>

<b>PROJECT SERVICES</b>		
TRANSMISSION ENGINEERING		\$ 13,542
<b>PROJECT SERVICES TOTAL</b>		<b>\$ 13,542</b>

<b>PROJECT SPARES &amp; TEST EQUIPMENT</b>		
RADIO SPARE MODULES MDR-8000		\$ 25,641
<b>PROJECT SPARES TOTAL</b>		<b>\$ 25,641</b>

<b>PROJECT EQUIPMENT, SERVICES, &amp; SPARES TOTAL</b>		<b>\$ 267,429</b>
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City of Plano  
 Phase 7  
 April 4, 2012  
 Quote # 11US141114F1



**ALCATEL-LUCENT USA, INC.**  
 3400 W. Plano Pkwy  
 Plano, TX 75075

Customer: City of Plano  
 Project: Phase 7  
 STARS No: 11US141114F1  
 Date: April 4, 2012

EXHIBIT B  
 PAGE 10 OF 22

Part Number	Description	Unit Sell Price	System Quantity Extended	System Line Item Extended
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TRANSMISSION ENGINEERING SERVICES				
<b>PATH DESIGN</b>				
SVC-KWIE-ENGR	System Map (1-25 paths) (per Map)	\$100.00	1	\$100.00
SVC-KWIE-ENGR	Path Design (per Path)	\$150.00	5	\$750.00
SVC-KWIE-ENGR	Path Performance Calculations (per Path)	\$150.00	5	\$750.00
<b>U.S. DOMESTIC FREQUENCY SELECTION / COORDINATION</b>				
SVC-KWIE-ENGR	Frequency Selection (per Path)	\$850.00	5	\$4,250.00
SVC-KWIE-ENGR	Normal 30-day Prior Coordination (per System)	\$310.00	1	\$310.00
SVC-KWIE-ENGR	Expedited Prior Coordination (1st path) (per Path)	\$917.00	1	\$917.00
SVC-KWIE-ENGR	Expedited Prior Coordination (2nd path+) (per Path)	\$190.00	4	\$760.00
<b>FCC LICENSE APPLICATION</b>				
SVC-KWIE-ENGR	FCC License Application (Form 601) (per Site)	\$465.00	7	\$3,255.00
<b>TECHNICAL SUPPORT / CONSULTING</b>				
SVC-KWIE-ENGR	Transmission Systems Engineer (per Hour)	\$175.00	14	\$2,450.00

**SERVICES TOTAL** **\$13,542.00**

AA-SID-110050



For Avenue K Dispatch Center

Control and Service Cards		Qty	List Price	Discounted Price	Extended Discounted Price	Power Required per unit (Watts)	Total Power Required (Watts)
3HE02774AA	CONTROL SWITCH MODULE (CSM)	2	\$2,600.00	\$ 1,300.00	\$ 2,600.00	17	34
3HE02778AB	FAN MODULE SAR-8 EXT. TEMP -48VDC	1	\$500.00	\$ 250.00	\$ 250.00	28	28

Interface and Application Cards		Qty	List Price	Discounted Price	Extended Discounted Price	Power Required per unit (Watts)	Total Power Required (Watts)
3HE02775AA	16 PORT T1/E1 ASAP CARD	2	\$4,200.00	\$ 2,100.00	\$ 4,200.00	17	34
3HE02776AA	8 PORT GE/FE ETHERNET CARD	4	\$5,200.00	\$ 2,600.00	\$ 10,400.00	20	80

Miscellaneous		Qty	List Price	Discounted Price	Extended Discounted Price	Power Required per unit (Watts)	Total Power Required (Watts)
3HE04708AA	CF - 8G COMPACT FLASH	2	\$3,000.00	\$ 1,500.00	\$ 3,000.00		
3HE02784EA	SAR RELEASE 5.0 OS LICENSE	1	\$850.00	\$ 425.00	\$ 425.00		

Panels, Cables and Connectors		Qty	List Price	Discounted Price	Extended Discounted Price	Power Required per unit (Watts)	Total Power Required (Watts)
3HE03394AA	32 PORT T1/E1 RJ45 PANEL	1	\$1,000.00	\$ 500.00	\$ 500.00		
3HE03400AA	POWER CABLE (4M)	2	\$150.00	\$ 75.00	\$ 150.00		
3HE00027CA	SFP - GIGE SX - LC ROHS 6/6 DDM -40/85C	8	\$345.00	\$ 172.50	\$ 1,380.00		
3HE03397AA	T1/E1 CABLE FOR DISTRIBUTION PANEL 1M	2	\$200.00	\$ 100.00	\$ 200.00		

Shelves and Switching Fabric		Qty	List Price	Discounted Price	Extended Discounted Price	Power Required per unit (Watts)	Total Power Required (Watts)
3HE02773AA	SAR-8 SHELF	1	\$1,000.00	\$ 500.00	\$ 500.00		

5620 SAM Licenses		Qty	List Price	Discounted Price	Extended Discounted Price	Power Required per unit (Watts)	Total Power Required (Watts)
3HE03603KA	5620 SAM-E/AP R9.0 LICENSE-7705 SAR-8	1	\$2,475.00	\$ 1,237.50	\$ 1,237.50		
3HE03605KA	5620 SAM-E/AP R9 ADDL-7705 SAR-8/18 CARDS	4	\$ 425.00	\$ 212.50	\$ 850.00		

AC Power Converter		Qty	List Price	Discounted Price	Extended Discounted Price	Power Required per unit (Watts)	Total Power Required (Watts)
3HE05838AA	250W 120/240V AC power converter	2	\$ 860.00	\$ 430.00	\$ 860.00		
3HE05837AA	7705 AC power converter pigtail - D-sub	2	\$ 300.00	\$ 150.00	\$ 300.00		
			<b>Total:</b>	<b>\$26,852.50</b>			176



City of Plano  
**Phase 7**  
 April 4, 2012  
 Quote # 1IUS141114F1



Part Number	Description	Quantity	GLP	Discounted Price	Extended Discounted Price
3HE00205KA	5620 SAM R9.0 / 5650 CPAM R5.0 SAM KIT	1	\$ 250.00	\$ 125.00	\$ 125.00
3HE00981KB	5620 SAM-E BASE PROD.-SOLARIS UPG - R9.0	1	\$ 12,500.00	\$ 6,250.00	\$ 6,250.00
3HE00756KB	5620 SAM-E/A/P Lic Upg- R9.0-7750/10 MDA	4	\$ 3,100.00	\$ 1,550.00	\$ 6,200.00
3HE03603KB	5620 SAM-E/A/P LIC UPG - R9.0-7705 SAR-8	12	\$ 1,237.50	\$ 618.75	\$ 7,425.00
3HE03605KB	5620 SAM/EAP LIC UPG-R9.0 ADDL-7705 CARDS	20	\$ 212.50	\$ 106.25	\$ 2,125.00
<b>Total</b>					<b>\$ 22,125.00</b>

Notes	Detailed Description
3HE00205KA	For upgrades to 5620 SAM, the following parts are req'd: (3.1) 5620 SAM-E License Upgrades for 7750 etc. (3.2) The following parts may also be req'd: (3.2a) 5620 SAM-O License Upgrades (3.2b) Combined SAM-E/A/P License Upgrades (3.2c) 5620 SAM Redundancy License Upgrade (3.2d) 5620 SAM - Add'l DB MCORE and/or DCORE CPU License Upgrade (3.2e) 5620 SAM-E Base Product Upgrade.
3HE00756KB	5620 SAM-E/A/P License Upgrade to R9.0 - for any Alcatel 7750/7710 Series Router MDA. Order this part number to upgrade any release of existing 5620 SAM-E/A/P License for 7750/7710 MDA to R9.0. Notes: (1) One license is required for each 7750/7710 MDA in the system. (2) Includes upgrades for all licensed Operator Positions. (3) Please refer to the DVD-ROM Media kit description for a listing of all required components to upgrade the 5620 SAM. This P/N is not to be used for 5620 SAM-E/A/P R9.0 CMAs.
3HE03603KB	5620 SAM-E/A/P License Upgrade to R9.0 - for any 7705 SAR-8 with 2 Cards. Order this part number to upgrade any release of existing 5620 SAM-E/A/P License for 7705 SAR-8 with 2 Cards to R7.0. Notes: (1) One license is required for each 7705 SAR-8 with 2 Cards in the system. If the 7705 SAR-8 has more than 2 Cards you need to order the Additional SAM -E/A/P 7705 SAR-8 Cards Upgrade P/N 3HE03605KB.
3HE03605KB	5620 SAM-E/A/P License Upgrade to R9.0 - for any additional 7705 SAR-8/18 Cards. Order this part number to upgrade any release of existing 5620 SAM-E/A/P License for the Additional 7705 SAR-8/18 Cards to 9.0. Notes: (1) One license is required for each additional 7705 SAR-8/18 Card in the system.

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City of Plano  
**Phase 7**  
 April 4, 2012  
 Quote # 11US141114F1



Part Number	Description	Quantity	GLP	Discounted Price	Extended Discounted Price
3HE02785EA	SAR RELEASE 5.0 OS UPGRADE	12	\$ 750.00	\$ 375.00	\$ 4,500.00
				<b>Total</b>	<b>\$ 4,500.00</b>

City of Plano  
**Phase 7**  
 April 4, 2012  
 Quote # 11US141114F1



Quote #: 11DS1024-1-E

Item	Part Number	Amount (US\$)	Additional Comments
5620 SAM Upgrade - Remote	3HE02934AA	\$15,000	
Remote Design and Integration Services	3HE02941AA	\$23,800	Avenue K 7705 changes, migrations, design/documentation changes, remote support.
<b>TOTAL</b>		<b>\$38,800</b>	

See SOW/Quote document, "PAWM IPD NDE Engineering Services VPLS Design Migration Upgrade 23Mar2012 DS E"

City of Plano		
<b>Phase 7</b>		
April 4, 2012		
Quote # 11US141114F1		
<b>Alcatel-Lucent</b>		
ALCATEL USA MARKETING, INC. 3400 W. Plano Pkwy. Plano, TX 75075		
<b>City of Plano, Texas</b>		
<b>PRICING SUMMARY</b>		
<b>Microwave Test Equipment</b>		
<b>11US141114F1</b>		
<b>April 4, 2012</b>		
<b>INSTALLATION &amp; TEST SERVICES</b>		<b>SELL PRICE</b>
0001	System Engineering	\$ 4,284.00
0002	Upgrade AVN1-AVK1 MW to 150 MB assumes reuse of frequency and existing antenna	\$ 5,814.00
0003	5620 SAM network database upgrade and update configuration	\$ 1,454.00
0004	MPLS network port, link, IP and MPLS provisioning	\$ 4,207.00
0005	Upgrade and reconfigure 7705 SAR for link change to Avenue N and add link to Avenue	\$ 2,104.00
0006	7705 SAR Installation and Test	\$ 2,907.00
0007	Upgrade AVK-SCH MW to 150 MB including associated tower work	\$ 8,722.00
0008	TSM Database Update to Match Network Changes	\$ 1,454.00
0009	Install new RAD-AVK MW to 50 MB MDR-8706E including associated tower work	\$ 4,361.00
0010	Upgrade RAD-AVN MW to 150 MB including associated tower work	\$ 13,083.00
0011	Upgrade existing AVN-RID MDR-8706E-NS to MDR-8706E-HS	\$ 2,908.00
0012	Circuit Provisioning and Migration	\$ 2,907.00
0013	Upgrade COM-RID MW to 150 MB including associated tower work	\$ 15,989.00
0014	Sun X4140 memory upgrade to 16 GB	\$ 1,698.00
0015	Upgrade 7750 SAR node from R3 to R5	\$ 17,448.00
0016	System Reroute Testing	\$ 2,907.00
0017	Upgrade ALW-RID MW to 150 MB	\$ 5,814.00
0018	D&I Project Management (NOT PMO/CFPM)	\$ 8,934.00
		<b>\$ 106,995.00</b>
<b>TEST EQUIPMENT</b>		
0001	Agilent N9343C Handheld Spectrum Analyzer	\$ 36,158.00
0002	Agilent 53147A MW Counter / Power Meter	\$ 41,338.00
0003	Sunset MTT Basic Color Chassi / Accessories	\$ 37,156.00
0004	Accessories	\$ 12,650.00
		<b>\$ 127,302.00</b>
<b>INSTALLATION, TEST SERVICES AND TEST EQUIPMENT TOTAL</b>		<b>\$ 136,236.00</b>

EXHIBIT

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City of Plano

Phase 7

April 4, 2012

Quote # 11US141114F1

Alcatel-Lucent



Part Number	Description	Qty	GLP	Discounted Unit Price	Extended Discounted Price
3HE01171AA	SF/CPM - 7750 SR-7 200G SF/CPM-2	2	\$ 33,000.00	\$ 16,500.00	\$ 33,000.00
3HE03611AA	MDA - 7750 10-PT GE MDA-XP SFP	2	\$ 50,000.00	\$ 25,000.00	\$ 50,000.00
3HE00190AA	FLT - 7x50 SR/ESS-7 AIR FILTER	2	\$ 90.00	\$ 45.00	\$ 90.00
3HE05180AA	FAN - 7750 SR-7 Enhanced Fan Tray	1	\$ 4,800.00	\$ 2,400.00	\$ 2,400.00
3HE03394AA	32 PORT T1/E1 RJ45 PANEL	1	\$ 1,000.00	\$ 500.00	\$ 500.00
3HE05838AA	250W 120/240V AC power converter	1	\$ 860.00	\$ 430.00	\$ 430.00
3HE05837AA	7705 AC power converter pigtail - D-sub	1	\$ 300.00	\$ 150.00	\$ 150.00
				<b>Total Spares:</b>	\$ 86,570.00

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City of Plano  
 Phase 7  
 April 4, 2012  
 Quote # 11US141114F1



ALCATEL-LUCENT USA  
 3400 W. Plano Pkwy  
 Plano, TX 75075

Customer: City of Plano, Texas  
 Project: Microwave Test Equipment  
 Bid No: 11US141114F1  
 Date: March 21, 2012  
 Document Prepared By: Micheal D. Galloway

ITEM	ORDERABLE ITEM NUMBER/Vendor	MANUFACTURER P/N	DESCRIPTION	UNIT PRICE	QTY	Extended Price	PROJECT
TEST EQUIPMENT	<b>Agilent N9343C Handheld Spectrum Analyzer</b>						
1001	N9343C		Agilent N9343C Handheld Spectrum Analyzer 1M-13.6GHz	\$25,692	1	\$25,692	
1002	N9343C-P13		PreAmplifier 1MHz - 13.6GHz	\$2,189	1	\$2,189	
1003	N9343C-SIM		Spectrogram record and playback	\$2,502	1	\$2,502	
1004	N9343C-IDN		Automotive 12V DC Charger	\$405	1	\$405.00	
1005	N9343-1TC		Soft Carrying Case	\$244	1	\$244	
1006	AT-R-50C-011-5		5 Year Extended Service Calibration	\$2,743	1	\$2,743	
1007	AT-R-51B-001-5C		5 Year Extended Service Warranty	\$2,156	1	\$2,156.00	
1008	1550 / foam		Pelican Hard Case / weatherproof / foam	\$227	1	\$227.00	
						<b>\$36,158</b>	

ITEM	ORDERABLE ITEM NUMBER/Vendor	MANUFACTURER P/N	DESCRIPTION	UNIT PRICE	QTY	Extended Price
2	Agilent 53147A MW Counter / Power Meter					
1001	53147A		Agilent 53147A MW Counter / Power Meter	\$20,416	1	\$20,416.00
1002	53147A-001		High Stability Oven Timebase	\$1,819	1	\$1,819.00
1003	53147A-002		Internal Batteries and DC Power Input	\$1,819	1	\$1,819.00
1004	53147A-007		Soft Carrying Case	\$483	1	\$483.00
1005	8481D		Low Power Sensor -70 to -20 dBm	\$2,562	1	\$2,562.00
1006	8481A		Medium Power Sensor -35 to +20 dBm	\$2,177	1	\$2,177.00
1007	8481H		High Power Sensor -15 to +35 dBm	\$2,872	1	\$2,872.00
1008	11730B		Power Sensor Cable x 10'	\$270	1	\$270.00
1009	53147A-R-51B-001-1		Agilent 53147A ext serv plan 5 year warranty	\$1,590	1	\$1,590.00
1010	R-50C-011-5		Agilent 53147A ext serv plan 5 year calibration	\$1,950	1	\$1,950.00
1011	8481A-R-51B-001-5		Agilent 8481A ext serv plan 5 year warranty	\$230	1	\$230.00
1012	8481A-R-50C-011-5		Agilent 8481A ext serv plan 5 year calibration	\$1,481	1	\$1,481.00
1013	8481A-R-51B-001-5		Agilent 8481H ext serv plan 5 year warranty	\$247	1	\$247.00
1014	8481A-R-50C-011-5		Agilent 8481H ext serv plan 5 year calibration	\$1,481	1	\$1,481.00
1015	8481D-R-51B-001-5		Agilent 8481D ext serv plan 5 year warranty	\$230	1	\$230.00
1016	8481D-R-50C-011-5		Agilent 8481D ext serv plan 5 year calibration	\$1,481	1	\$1,481.00
1017	1650 / foam		Pelican Hard Case / foam	\$230	1	\$230.00
<b>Agilent 53147A MW Counter / Power Meter Total</b>						<b>\$41,338.00</b>

ITEM	ORDERABLE ITEM NUMBER/Vendor	MANUFACTURER P/N	DESCRIPTION	UNIT PRICE	QTY	Extended Price
3	<b>Sunset MT<sup>T</sup> Basic Color Chassi / Accessories</b>					
1001		SSMTT-C	Sunset MT <sup>T</sup> Basic Color Chassi	\$1,553	2	\$3,106.00
1002		SSMTT-C-EW2	Sunset MT <sup>T</sup> Chassis 2 Year Extended Warranty	\$141	2	\$282.00
1003		SSMTT-6B	VF TIMS Module	\$2,730	2	\$5,460.00
1004		SSMTT-6B-EW2	VF TIMS Module 2 Year Extended Warranty	\$247	2	\$494.00
1005		SSDSL-8	Dual T1 Module	\$3,581	2	\$7,162.00
1006		SSDSL-8-EW2	Dual T1 Module 2 Year Extended Warranty	\$323	2	\$646.00
1007		SSMTT-50	GigE Module	\$4,524	2	\$9,048.00
1008		SSMTT-50-1000T	GigE Software Option for Electrical Interface	\$780	2	\$1,560.00
1009		SSMTT-50-1000X	GigE Software Option for Optical Interface	\$1,014	2	\$2,028.00
1010		SSMTT-50-EW2	GigE Module 2 Year Extended Warranty	\$414	2	\$828.00
1011		SS101	Carrying Case	\$133	2	\$266.00
1012		SVC-L1	Service Level Contract Level 1 Support / Yearly	\$819	2	\$1,638.00
1013		SA580-850	SFP GigE 850nm MM	\$328	4	\$1,312.00
1014		SA580-1310	SFP GigE 1310nm SM	\$796	4	\$3,184.00
1015		SA148	SFP Optics Container	\$71	2	\$142.00
<b>Sunset MT<sup>T</sup> Basic Color Chassi / Accessories Total</b>						<b>\$37,156.00</b>

ITEM	ORDERABLE ITEM NUMBER/Vendor	MANUFACTURER P/N	DESCRIPTION	UNIT PRICE	QTY	Extended Price
<b>4 Accessories</b>						
1001	Telect	040-1000-006	Bantam - Bantam Jumpers x 6'	\$15	12	\$180.00
1002	Huber Suhner	84,004,007	RF Jumpers x 6' SMA-SMA ST18/SMAm/SMAm/72	\$118	2	\$236.00
1003	Huber Suhner	84,004,595	RF Jumpers x 6' SMA-N ST18/SMAm/Nm/72	\$161	2	\$322.00
1004	Narda	55	Adapter SMA-F to N-M	\$175	2	\$350.00
1005	Narda	56	Adapter SMA-m to N-m	\$175	2	\$350.00
1006	Narda	57	Adapter SMA-m to N-f	\$175	2	\$350.00
1007	Narda	58	Adapter SMA-f to N-f	\$175	2	\$350.00
1008	Narda	59	Adapter SMA-f to SMA-f	\$175	2	\$350.00
1009	Narda	76	Adapter N-m to N-m	\$164	2	\$328.00
1010	Narda	77	Adapter N-f to N-f	\$164	2	\$328.00
1011	Narda	60B	Adapter SMA-m to SMA-m	\$175	2	\$350.00
1012	Narda	4745-69	Step Attenuator 1-69 dB	\$3,103	2	\$6,206.00
1013	Narda	4779-3	Fixed Attenuator 2W 3 dB SMA-m to SMA-f	\$220	2	\$440.00
1014	Narda	4779-10	Fixed Attenuator 2W 10 dB SMA-m to SMA-f	\$220	2	\$440.00
1015	Narda	4779-20	Fixed Attenuator 2W 20 dB SMA-m to SMA-f	\$220	2	\$440.00
1016	Narda	4779-30	Fixed Attenuator 2W 30 dB SMA-m to SMA-f	\$289	2	\$578.00
1017	Narda	4779-30	Fixed Attenuator 2W 50 dB SMA-m to SMA-f	\$308	2	\$616.00
1018	Huber Suhner	22,543,130	SMA Torque Wrench	\$94	2	\$188.00
1019	Pomona	4935-BB-60	Test Cable SMA-BNC x 6'	\$74	2	\$148.00
1020	FiberOptic.com		LC-LC SM Duplex x 6'	\$25	2	\$50.00
1021	FiberOptic.com		LC-LC MM Duplex x 6'	\$25	2	\$50.00
<b>Accessories Total</b>						<b>\$12,650.00</b>
<b>TEST EQUIPMENT TOTAL</b>						<b>\$127,302.00</b>

## Engineering Services For: City of Plano, Texas

A Proposal From Alcatel-Lucent IPD Network Design Engineering  
**NDE Quote #: 11DS1024-1-E STARS Quote #: 11US141114F1**

March 23<sup>rd</sup>, 2012

### Introduction

Alcatel-Lucent IPD Network Design Engineering is pleased to provide a proposal to the city of Plano, Texas, to provide design and configuration services on the "P/A/W/M" Alcatel-Lucent based IP/MPLS network.

This proposal defines the tasks required to change perform the following list is changes in the network:

1. Upgrade of the network – this SoW is to provide remote support to onsite resource
  - a. 5620 SAM to R9.0
2. Change the existing Design Guide to now include Avenue K Tower R5.0 7705 SAR.
3. VPLS services conversion from E-Pipe for "Mobile Data System" Video Security System" services.
4. Provide PAWM with a VPLS migration strategy document, that outlines how they would migrate an existing multiple E-Pipe Services to a VPLS Service.

### Service Descriptions

#### **1. 5620 SAM Removal/Integration Services**

The 5620 SAM Removal/Integration Service will be delivered remotely to the PAWM location by a 5620 SAM Expert, and may cover the following removal/installation:

- 5620 SAM Server (Single server system)
- 5620 SAM Database
- 5620 SAM Auxiliary
- 5620 SAM Client Delegate
- Redundant setup
- Distributed system

Prior to the removal/install of 5620 SAM R9.0, the 5620 SAM expert will:

1. Gather workstation hardware and OS specifications
2. NAT and firewall information, if applicable
3. Licence information for Solaris
4. Verify hardware and software compatibility with 5620 SAM R9.0
5. Appropriate file system configuration and sizes
6. User information, scope and span

Key elements of this Network Design Engineering offering include the following:

1. Removal of existing 5620 SAM R9.0 and db
2. Solaris OS patches necessary for 5620 SAM R9.0
3. Database installation
4. 5620 SAM Server installation
5. 5620 SAM Auxiliary (if applicable)

6. 5620 SAM Client Delegate (if applicable)
7. Discover the routers in the network
8. Check to ensure all recommended backup, restore and resync's follow design and best practices
9. Test the activity switch mechanism for redundancy
10. Respond to question related to 5620 SAM installation and operation

Alcatel-Lucent Deliverables:

- Removal of existing 5620 SAM R8.0
- Installation of R9.0 SAM

**2. Remote Design and Integration Service**

The Design and Integration Service will provide PAWM with access to an Alcatel-Lucent SR Subject Matter Expert (SME) to address the addition of VPLS Services and a new 7705 SAR spur to the PAWM network when the SAM and nodal upgrades are complete.

The service will provide remote support to PAWM with the following attributes:

1. Alcatel-Lucent SME will gather all IP/MPLS network requirements relating to the new VPLS service and network configuration changes.
2. Alcatel-Lucent SME will gather all IP/MPLS network requirements relating to the new R5.0 7705 SAR at Avenue K Tower in the PAWM network, based on the existing network design.
3. Move existing Avenue K Tower R3.0 7705 SAR to Avenue K Dispatch site, in the design.
4. Alcatel-Lucent SME will create a new VPLS design for the "Mobile Data System" and "Video Security System" services, based on the gathered requirements.
5. New VPLS requirements will be captured as modifications to the existing Design Guide for the PAWM IP/MPLS network.
6. Alcatel-Lucent SME will create a Migration Strategy document that will outline for PAWM what will be required to migrate one of their existing multiple E-Pipe services to a new VPLS Service.

Alcatel-Lucent Deliverables:

- Modification to the existing PAWM Detailed Design, reflecting the new VPLS Service and the addition of a new R5.0 7705 SAR at Avenue K Tower.
- Creation of a Migration Strategy document that outlines to PAWM how to migrate their existing L2 E-Pipe services to the new VPLS service.

**Customer Requirements**

1. PAWM must have an active Maintenance Agreement in place with Alcatel-Lucent for Americas TAC support.
2. Provide Alcatel-Lucent VPN access to the 7750 SR/7705 SAR nodes, OR 5620 SAM, with an available operator access profile.
3. Provide Alcatel-Lucent with IP connectivity to each of the 7750 SR/7705 SAR nodes which require the services outlined in this proposal.
4. This quote does not include the software and/or license keys for all the major and minor releases. These must be purchased separately.
5. PAWM must complete a Customer Acceptance (CA) form, supplied by Alcatel-Lucent, with the completion of each service outlined in this proposal, to trigger invoicing.

**Invoicing Milestones**

1. Invoicing will be issued once all the above Alcatel-Lucent Deliverables have been completed.
2. PAWM or onsite customer representative is required to complete a Customer Acceptance (CA) form supplied by the Alcatel-Lucent IPD NDE SME, to complete the invoicing process.

**Pricing**

Item	Part Number	Amount (US\$)	Additional Comments
5620 SAM Upgrade - Remote	3HE02934AA	\$15,000	
Remote Design and Integration Services	3HE02941AA	\$23,800	Avenue K 7705 changes, migrations, design/documentation changes, remote support.
<b>TOTAL</b>		<b>\$38,800</b>	

**Terms and Conditions**

1. This quotation is valid for 60 days from the date of issue.
2. Payment terms are 30 days from date of invoice.
3. All prices are in US\$ and exclude all taxes and delivery charges.
4. Any direct expenses associated with the delivery of the services detailed herein are in addition to the service prices outlined above, and will be charged to the customer at cost. Direct expenses are limited to reasonable and actual expenses in accordance to Alcatel-Lucent expense policy.
5. All quotations and orders are subject to Alcatel-Lucent's standard terms and conditions applicable to the product or service included in the quotation unless otherwise agreed in writing.
6. This quote does not guarantee a delivery schedule. Delivery times are arranged by mutual agreement. Alcatel-Lucent typically requires a minimum of **30 days from receipt of P.O.** until service commencement to accommodate the necessary resource scheduling.
7. If delays to product schedule, once established, are caused by the customer, additional charges may be incurred.

## INSURANCE REQUIREMENTS

### 1.0 General Provisions

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

2.0 Minimum Insurance Coverage & Limits

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

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

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

2.1.3 Limits of Insurance

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

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

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

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

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

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

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

### 3.0 Evidence of Insurance

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

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

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

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

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

3.5.1 List each insurers' NAIC Number or FEIN

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

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

3.5.4 Specifically list reference to all endorsements required herein

- 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
- 3.5.7 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2011

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).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
069021-ALU-CASUA-12-13	<b>INSURER A:</b> HDI-Grilling America Insurance Company	41343	
<b>INSURED</b> Alcatel-Lucent USA Inc. 600 Mountain Ave. Murray Hill, NJ 07974	<b>INSURER B:</b> Liberty Mutual Insurance Company	23043	
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006122725-25                      **REVISION NUMBER:** 2

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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLD11471-02	01/01/2012	01/01/2013	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	\$ 6,000,000
							PRODUCTS - COMP/OP AGG	\$ 6,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-621-093048-072	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							PHYSICAL DAMAGE	\$ SELF INSURED
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-C2D-093048-012 (AOS) WC7-C21-093048-022 (OR, WI)	01/01/2012 01/01/2012	01/01/2013 01/01/2013	<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)

The City of Plano is included as additional insured.  
 The insurer agrees to waive its rights of subrogation against the certificate holder under the Workers' Compensation and Employers' Liability insurance policy where allowed by law.

<b>CERTIFICATE HOLDER</b> Plano Public Safety Communications 1520 Ave. K, Suite 010 Attn: Terri Manning Plano, TX 75074	<b>CANCELLATION</b> 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 of Marsh USA Inc. Henry Swayne
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**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of **ALCATEL-LUCENT USA, INC.**, a Delaware corporation, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **ALCATEL-LUCENT USA, 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.

**ALCATEL-LUCENT USA, INC.**

By: *Patrick Stewart*  
Signature

Patrick STEWART  
Print Name

Contract Management  
Title

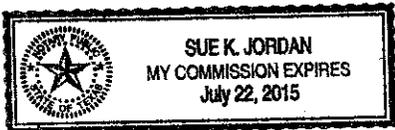
Aug 1, 2012  
Date

STATE OF Texas §

COUNTY OF Collin §

SUBSCRIBED AND SWORN TO before me this 1 day of August, 2012.

*Sue Jordan*  
Notary Public, State of Texas





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/27/12		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>				
<b>CAPTION</b>				
<p><b>A Resolution of the City Council of the City of Plano, Texas, finding Officer Samuel Mark McClendon is entitled to defense representation pursuant to the City Code of Ordinances in connection with the matter of <u>Roger C. Fountain v. City of Plano Police Department, et al.</u>, in the United States District Court for the Eastern District of Texas, Sherman Division, Case No. 4:12-cv-00026; and providing an effective date.</b></p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	1,454,333	0	<b>1,454,333</b>
Encumbered/Expended Amount	0	-1,082,234	0	<b>-1,082,234</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	372,099	0	<b>372,099</b>
<b>FUND(S) PROPERTY/LIABILITY LOSS FUND</b>				
<p><b>COMMENTS:</b> Any costs associated with this item are undeterminable at this time. Once determined, all costs will be covered by the Property/Liability Loss Fund.</p> <p>STRATEGIC PLAN GOAL: Legal representation for a city employee relates to the City's goal of Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Pursuant to City Ordinance regarding defense of employees, staff recommends defense representation be provided for Officer Samuel Mark McClendon in the lawsuit entitled Roger C. Fountain v. City of Plano Police Department, et al.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

**A Resolution of the City Council of the City of Plano, Texas, finding Officer Samuel Mark McClendon is entitled to defense representation pursuant to the City Code of Ordinances in connection with the matter of Roger C. Fountain v. City of Plano Police Department, et al., in the United States District Court for the Eastern District of Texas, Sherman Division, Case No. 4:12-cv-00026; and providing an effective date.**

**WHEREAS**, the City Council has reviewed the matter entitled Roger C. Fountain v. City of Plano Police Department, et al., in the United States District Court for the Eastern District of Texas, Sherman Division, Case No. 4:12-cv-00026 and finds that defense representation is appropriate for Officer Samuel Mark McClendon pursuant to Section 2-10 of the City Code of Ordinances.

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

**Section I.** The City Council finds that based upon the pleadings in the above-referenced lawsuit, the defense representation for Officer Samuel Mark McClendon is appropriate pursuant to the terms of City Code of Ordinances Section 2-10.

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

**DULY PASSED AND APPROVED** this the 27th day of August, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/27/12		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>				
<b>CAPTION</b>				
<p><b>A Resolution of the City Council of the City of Plano, Texas, finding Officer Stan Roady is entitled to defense representation pursuant to the City Code of Ordinances in connection with the matter of <u>Roger C. Fountain v. City of Plano Police Department, et al.</u>, in the United States District Court for the Eastern District of Texas, Sherman Division, Case No. 4:12-cv-00026; and providing an effective date.</b></p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	1,454,333	0	<b>1,454,333</b>
Encumbered/Expended Amount	0	-1,082,234	0	<b>-1,082,234</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	372,099	0	<b>372,099</b>
<b>FUND(S) PROPERTY/LIABILITY LOSS FUND</b>				
<p><b>COMMENTS:</b> Any costs associated with this item are undeterminable at this time. Once determined, all costs will be covered by the Property/Liability Loss Fund.</p> <p><b>STRATEGIC PLAN GOAL:</b> Legal representation for a city employee relates to the City's goal of Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Pursuant to City Ordinance regarding defense of employees, staff recommends defense representation be provided for Officer Stan Roady in the lawsuit entitled Roger C. Fountain v. City of Plano Police Department, et al.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
n/a			n/a	

**A Resolution of the City Council of the City of Plano, Texas, finding Officer Stan Roady is entitled to defense representation pursuant to the City Code of Ordinances in connection with the matter of Roger C. Fountain v. City of Plano Police Department, et al., in the United States District Court for the Eastern District of Texas, Sherman Division, Case No. 4:12-cv-00026; and providing an effective date.**

**WHEREAS**, the City Council has reviewed the matter entitled Roger C. Fountain v. City of Plano Police Department, et al., in the United States District Court for the Eastern District of Texas, Sherman Division, Case No. 4:12-cv-00026 and finds that defense representation is appropriate for Officer Stan Roady pursuant to Section 2-10 of the City Code of Ordinances.

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

**Section I.** The City Council finds that based upon the pleadings in the above-referenced lawsuit, the defense representation for Officer Stan Roady is appropriate pursuant to the terms of City Code of Ordinances Section 2-10.

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

**DULY PASSED AND APPROVED** this the 27th day of August, 2012.

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

ATTEST:

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

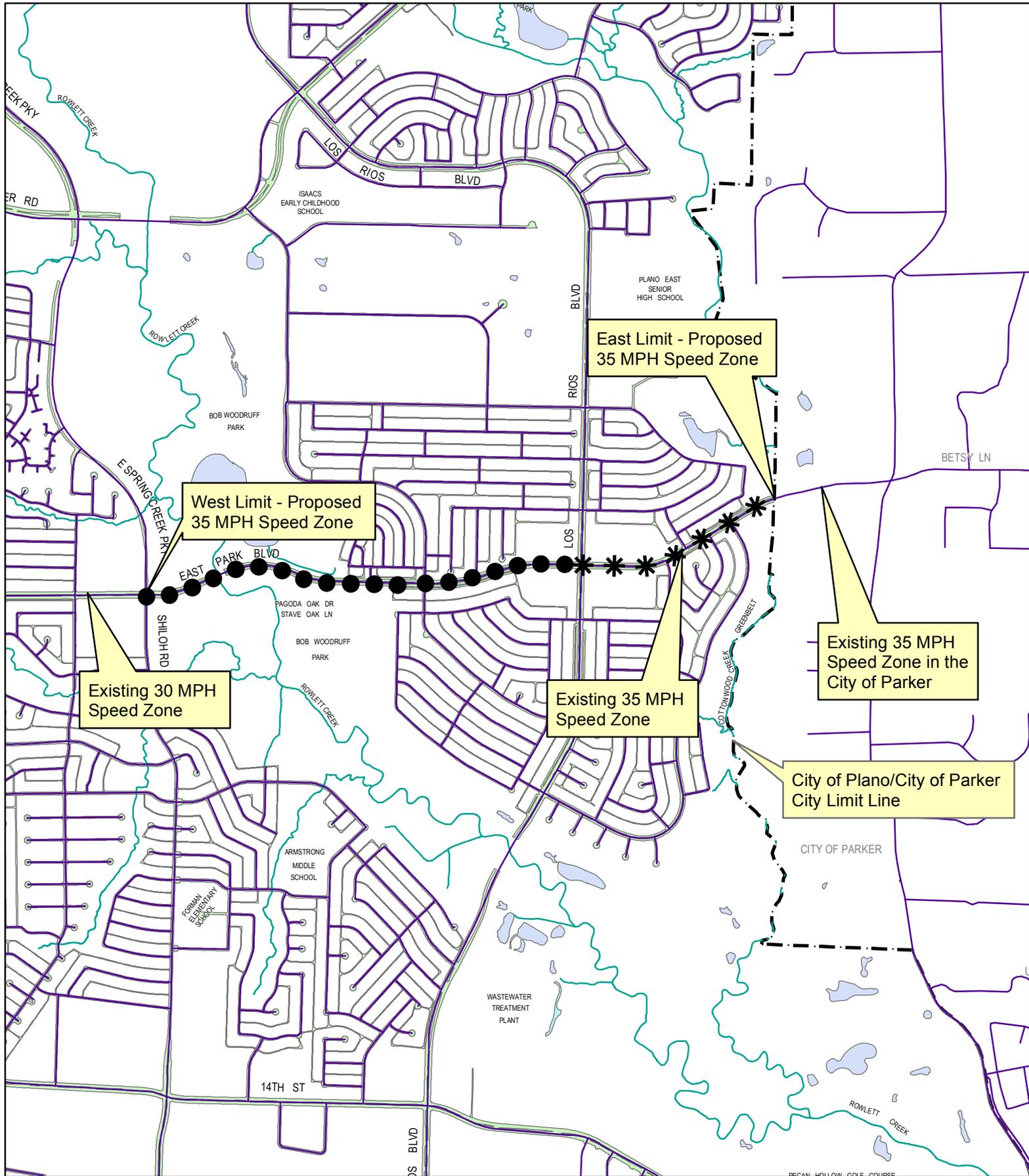
APPROVED AS TO FORM:

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

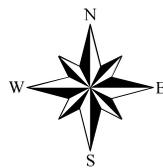


# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/27/12		
Department:	Public Works			
Department Head	Gerald Cosgrove			
Agenda Coordinator (include phone #):		<b>Kathleen Schonne (X-7198)</b>		
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Park Boulevard 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 penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(s): GENERAL FUND</b>				
<p><b>COMMENTS:</b> Any revenue received is undeterminable at this time.  <b>STRATEGIC PLAN GOAL:</b> Amending the Code of Ordinances relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>On June 25, 2012, City Council considered an ordinance to speed zone Park Boulevard from K Avenue to Los Rios Drive at 35 miles per hour (mph). The ordinance was not approved, in part due to the inclusion of the section of the street with front entry drive single family homes. Staff has revised the original proposal to include only the section of Park Boulevard from Shiloh Road east to the east City limit line. The single family homes along this section of Park Boulevard are all rear-entry homes. Seventeen homes face Park Boulevard, but are separated from it by a service road that runs from 400 feet west of San Gabriel Drive to 1,100 feet east of San Gabriel Drive. The remaining homes do not face the Park Boulevard right-of-way and are separated from the roadway by alleys and screening. Staff recommends speed zoning Park Boulevard from Shiloh Road to the east City limit line at 35 mph and has prepared the attached ordinance for City Council consideration.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Ordinance			N/A	
Location Maps				



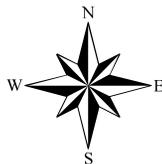
**Park Boulevard  
35 MPH Speed Zoning  
Recommendation**



**Transportation Engineering Division**



Park Boulevard  
 35 MPH Speed Zoning  
 Recommendation  
 Homes facing Park Boulevard



Transportation Engineering Division

**An Ordinance of the City of Plano, Texas, amending Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Park Boulevard 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 penalty 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**, traffic and engineering studies of Park Boulevard 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, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsection:

*“Park Boulevard (FM 544):*

- (1) Thirty-five (35) miles per hour along and upon Park Boulevard from east city limits to its intersection with Los Rios Boulevard; and
- (2) Thirty (30) miles per hour along and upon Park Boulevard from its intersection with Los Rios Boulevard to its intersection with Avenue K (State Highway 5); and
- (3) Forty (40) miles per hour along and upon Park Boulevard from the intersection of Avenue K to the west city limits.”

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

*“Park Boulevard:*

- (1) Thirty-five (35) miles per hour along and upon Park Boulevard from the east city limit line to its intersection with Shiloh Road.
- (2) Thirty (30) miles per hour along and upon Park Boulevard from its intersection with Shiloh Road to its intersection with K Avenue.
- (3) Forty (40) miles per hour along and upon Park Boulevard from its intersection with K Avenue to the west city limit line.”

**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 violation of the provisions or terms of this ordinance by any person, firm, or corporation shall be a misdemeanor offense and 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 upon its passage and publication as required by law.

**DULY PASSED AND APPROVED** this 27<sup>th</sup> day of August, 2012.

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/27/12		
Department:		Human Resources		
Department Head		Jim Parrish		
Agenda Coordinator (include phone #): <b>Billy Bailey (x) 5411</b>				
<b>CAPTION</b>				
An Ordinance of the City of Plano, Texas repealing Ordinance No. 2011-9-31 and approving the updated classification, including the number of positions and compensation plan, for the Fire Department sworn personnel for fiscal year 2011-2012 effective August 28, 2012; and providing a repealer clause, a severability clause and an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-2012</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	4,755	50,940	<b>55,695</b>
Encumbered/Expended Amount	0		0	
This Item	0	-4,755	-50,940	<b>-55,695</b>
BALANCE	0		0	
<b>FUND(S): GENERAL FUND</b>				
<b>COMMENTS:</b>				
<p>This item removes three (3) full-time Fire Rescue Specialist positions and adds one (1) full-time Fire Apparatus Operator position and two (2) full-time Lieutenant positions to the 2011-12 Civil Service Fire Compensation Plan effective August 28, 2012. Funds are included in the Fire Department Re-Estimated Operating Budget. This agenda item adds additional salary and benefits cost of \$4,755 for the remaining pay periods in the 2011-12 Operating Budget, and an estimated \$50,940 additional salary and benefits cost to the 2012-13 Operating Budget.</p> <p><b>STRATEGIC PLAN GOAL:</b> Making change to the Fire Department Civil Service Compensation Plan/staffing and position numbers relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p>				
<b>SUMMARY OF ITEM</b>				
Increase the number of classifications for Fire Apparatus Operator by one and Fire Lieutenant by two and decrease Fire Rescue Specialist by three for the Fire Department.				
List of Supporting Documents: Memorandum and Ordinance			Other Departments, Boards, Commissions or Agencies	



## **MEMORANDUM**

**DATE:** August 13, 2012

**TO:** Darlene McAndrew, Civil Service Director

**FROM:**  Bill Peterson, Fire Chief

**SUBJECT:** Staffing Ordinance Change

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***The Fire Department is increasing the number of engine companies within the emergency response fleet from 12 to 13 and subsequently needs to increase the number of Lieutenants and Fire Apparatus Operators (FAO) to complete this addition. This engine company will be placed into service at Fire Station 8 with existing personnel to improve the level of service within that portion of the City.***

***The requested change will not alter the total number of Civil Service personnel and this number will remain 320; however, the number of Lieutenants will increase from 18 to 20 and the number of FAO's will increase from 51 to 52. The number of Fire Rescue Specialists will be reduced from 193 to 190.***

***The financial impact of this change will be \$4755 for the remainder of FY 11/12.***

***The Fire Department requests that this change be placed on the council agenda for the last meeting in August and become effective August 28, 2012. Please do not hesitate to contact me if you have any questions.***

**An Ordinance of the City of Plano, Texas repealing Ordinance No. 2011-9-31 and approving the updated classification, including the number of positions and compensation plan, for the Fire Department sworn personnel for fiscal year 2011-2012 effective August 28, 2012; and providing a repealer clause, a severability clause and an effective date.**

**Whereas**, on September 26, 2011 by Ordinance No. 2011-9-31, the City Council of the City of Plano, Texas, established the number of positions, classification and compensation for the sworn personnel positions within the Fire Department of the City of Plano; and

**Whereas**, the City Council has since reviewed the positions for personnel within the Fire Department of the City of Plano and desires to adjust the number of Fire Rescue Specialist, Fire Apparatus Operator and Fire Lieutenant positions effective on August 28, 2012, set forth in attached Exhibit "A"; and

**Whereas**, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective August 28, 2012, and the classification and salary plan for the sworn personnel of the Fire Department of the City of Plano, Texas as set forth in attached Exhibit "A"; and

**Whereas**, the compensation plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in compensation due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

**Section I.** Ordinance No. 2011-9-31 duly passed and approved by the City Council of the City of Plano, Texas on September 26, 2011 is repealed in its entirety effective August 28, 2012.

**Section II.** The number of positions, classification and compensation for the City of Plano sworn personnel for fiscal year 2011-12, as set forth in Exhibit "A", is hereby approved and adopted to be effective on August 28, 2012.

**Section III.** Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" is hereby approved and adopted, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

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

**Section V.** It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section,

clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

**Section VI.** Upon passage, this Ordinance shall become effective August 28, 2012.

**DULY PASSED AND APPROVED**, this, the 27th day of August, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF PLANO**  
**2011 - 2012 CIVIL SERVICE**  
**COMPENSATION PLAN**  
**Effective 08/28/12**

**FIRE**

<b>RANGE</b>	<b>POSITION</b>	<b># Positions Effective</b>	<b>STEP:</b>	<b>BASE</b>	<b>6 MOS. 2</b>	<b>12 MOS. 3</b>	<b>24 MOS. 4</b>
001	Fire Rescue Specialist	09/26/11 - 193 08/28/12 - 190	Hourly: Monthly: Annual:	19,6714 4,773 57,283	21,0585 5,110 61,322	23,1980 5,629 67,552	
002	Fire Apparatus Operator	09/26/11 - 51 08/28/12 - 52	Hourly: Monthly: Annual:	25,8629 6,276 75,312			
003	Lieutenant	09/26/11 - 18 08/28/12 - 20	Hourly: Monthly: Annual:	28,7421 6,974 83,697			
004	Captain	08/28/12 - 45	Hourly: Monthly: Annual:	32,1973 7,813 93,758			
005	Battalion Chief	08/28/12 - 9	Hourly: Monthly: Annual:	51,2432 8,882 106,585	55,5920 9,635 115,631		
006	Assistant Fire Chief	08/28/12 - 4	Hourly: Monthly: Annual:	61,0588 10,583 127,002			
01A	Fire Recruit		Hourly: Monthly: Annual:	18,2297 4,423 53,084			

The base pay is the same for all personnel within a classification; however the hourly and monthly pay rates may vary based on whether the individual is assigned to a 40-hour/week staff position or a 56-hour/week field position. The City Council can change pay, pay periods, and total hours scheduled at any time.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/27/12		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>				
<b>CAPTION</b>				
A public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 0.65 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code).				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
FUND(s): <b>NA</b>				
<b>COMMENTS:</b> This is the first of two required public hearings on the proposed tax revenue increase. The second public hearing will be held on September 5, 2012 at 5:00 p.m. The City of Plano tax rate is proposed to remain at \$.4886 per \$100 of taxable value.				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**DATE:** August 7, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of August 6, 2012

**AGENDA ITEM NO. 6 - PUBLIC HEARING  
ZONING CASE 2012-20  
APPLICANT: IRAJ ZILAIE**

Request for a Specific Use Permit for Private Club on 0.7± acre located on the north side of Spring Creek Parkway, 470± feet east of Custer Road. Zoned Retail.

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

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

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

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

**STIPULATIONS:**

Recommended for approval.

**FOR CITY COUNCIL MEETING OF:** August 27, 2012 (To view the agenda for this meeting see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING – ORDINANCE**

JH/sf

xc: Iraj Zilaie  
Pamela Craig, Able of Texas

CITY OF PLANO  
PLANNING & ZONING COMMISSION

August 6, 2012

**Agenda Item No. 6**

**Public Hearing:** Zoning Case 2012-20

**Applicant:** Iraj Zilaie

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**DESCRIPTION:**

Request for a Specific Use Permit for Private Club on 0.7± acre located on the north side of Spring Creek Parkway, 470± feet east of Custer Road. Zoned Retail.

**REMARKS:**

The subject property is currently developed with a vacant restaurant building. The requested zoning is for a Specific Use Permit (SUP) for Private Club. The purpose and intent of a specific use permit is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. The Zoning Ordinance defines a private club as an establishment providing social and dining facilities, as well as alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of the Texas Alcoholic Beverage Code, as the same may be hereafter amended, and as it pertains to the operation of private clubs. Subsection 3.105 (Private Clubs) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Zoning Ordinance regulates private club establishments.

The subject property is zoned Retail (R). The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing. To the east is an existing multifamily development zoned Planned Development-97-Multifamily Residence-2 (PD-97-MF-2). Approval of a Specific Use Permit for a Private Club is required in the R district.

To the south, across Spring Creek Parkway, as well as to the west and north of the subject property are existing retail developments, zoned R.

**HISTORY:**

Previously in 2009, an SUP (Zoning Case 2011-11) for Private Club request was submitted for the subject property. The request was denied by the Planning & Zoning Commission because it did not meet the private club regulations in effect at that time which required a 1,000 foot setback from religious facilities. In early 2012, City Council approved amendments to the private club regulations and lessened the 1,000 foot distance setback to 300 feet.

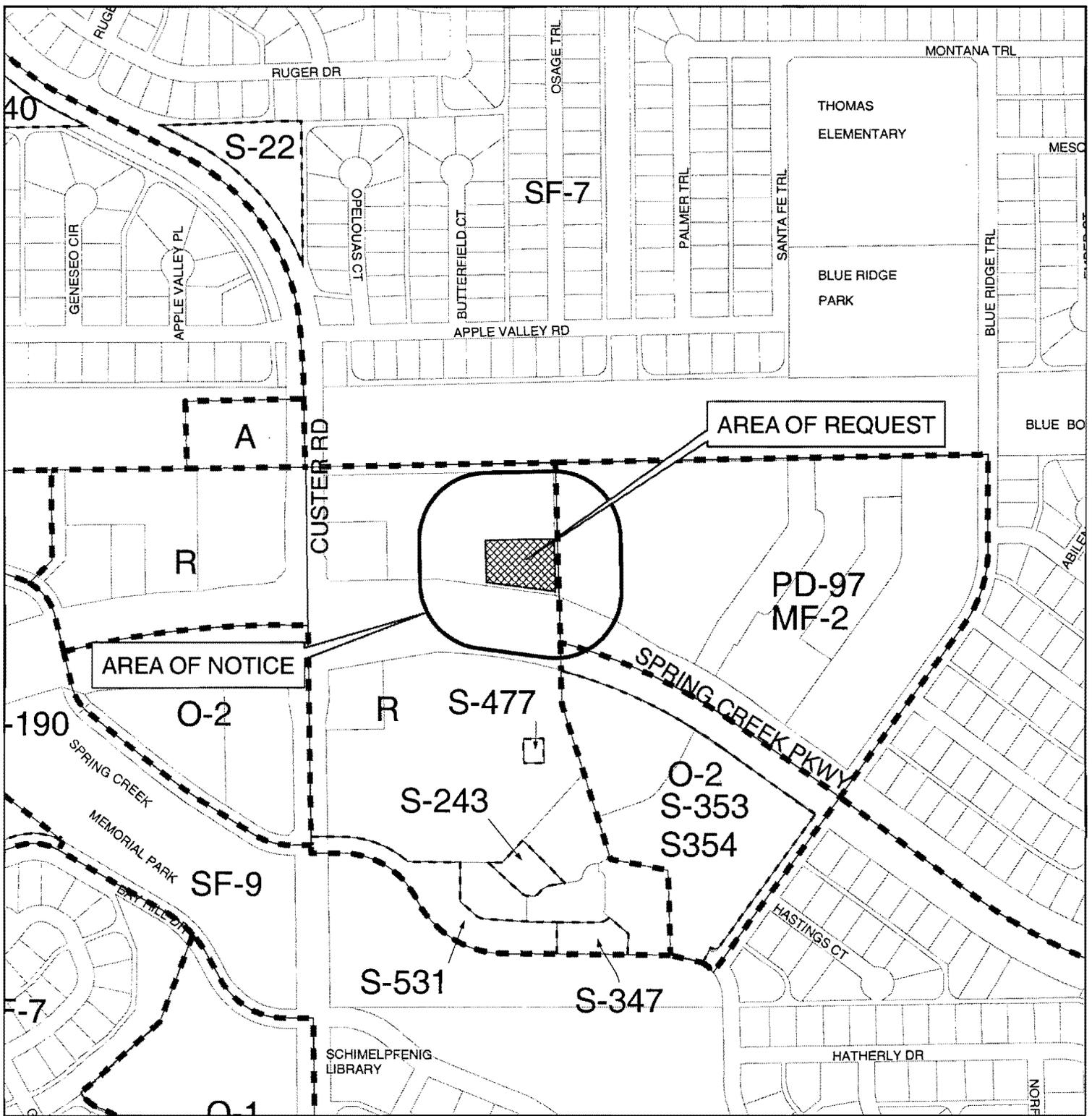
**PROPOSED REQUEST:**

The applicant is requesting an SUP for Private Club for a proposed restaurant in the vacant building on the site. As mentioned previously, Subsection 3.105 (Private Clubs) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Zoning Ordinance has specific criteria including minimum distance setbacks to certain uses (i.e. religious facilities, hospitals, and schools) that must be met for an SUP for a Private Club. Additionally, private club operators shall submit annual audits to the city for compliance review.

To the southwest of this property, across Spring Creek Parkway is an existing religious facility. The distance from the front door of the restaurant to the front door of the religious facility is approximately 1,660 feet thus satisfying the minimum separation distance requirement (i.e. 300 feet) from religious facilities. Also, there are no public or private schools nor public hospitals within the vicinity of the subject property thus satisfying the minimum separation distance requirements for those uses. Therefore, the subject property is in compliance with all of the private club regulations and staff supports the applicant's request for an SUP for Private Club.

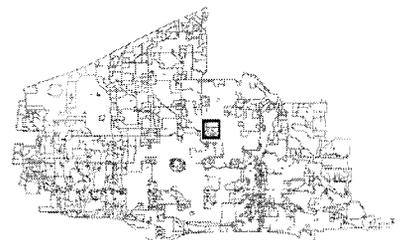
**RECOMMENDATION:**

Recommended for approval.

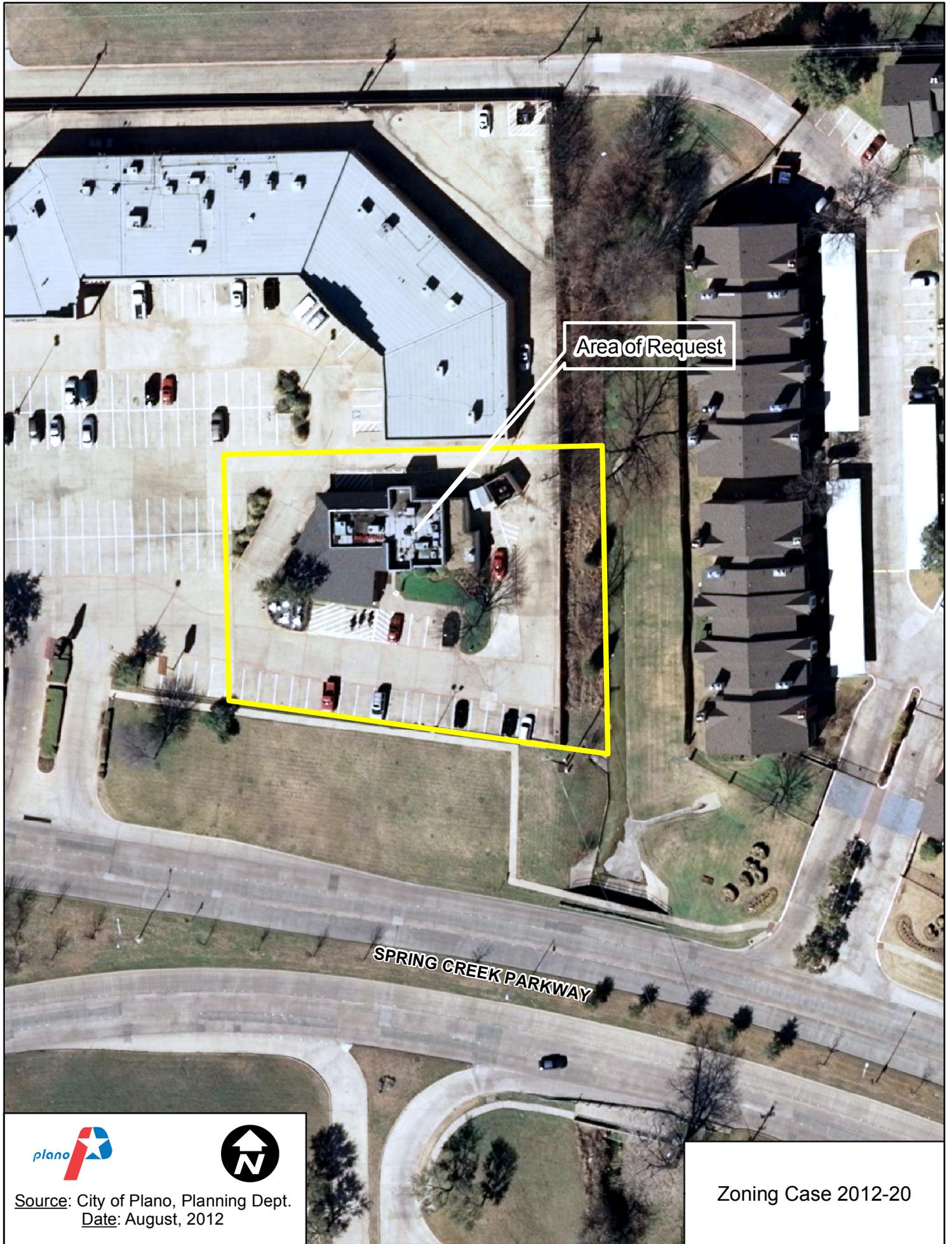


Zoning Case #: 2012-20

Existing Zoning: RETAIL



○ 200' Notification Buffer



Area of Request

SPRING CREEK PARKWAY



Source: City of Plano, Planning Dept.  
Date: August, 2012

Zoning Case 2012-20

DESCRIPTION OF PROPERTY

Being located at 2001 W. Spring Creek Parkway in the City of Plano, Texas, near Lot 3, Block A, of REPLAT-CROSSPOINT PLAZA ADDITION, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet B, Page 52, Map Records Collin County, Texas, and being more particularly described as follows: BEGINNING at a point for corner in the North line of W. Spring Creek Parkway (variable width R.O.W.), same being the Southeast corner of said Lot 3, same also being the Southeast corner of Lot 2 of said addition; THENCE North 01 deg. 20 min. 27 sec. West, with a common line of said Lots 2 and 3, a distance of 126.38 feet to the Northwest corner of said Lot 3, an "x" four in concrete for corner; THENCE North 88 deg. 38 min. 33 sec. East, with a common line of said Lots 2 and 3, a distance of 208.00 feet to a point for corner in the West line of Lot 1, Block A, of Stone Brook Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet C, Page 817, Map Records Collin County, Texas, same being the Northeast corner of said Lot 3; THENCE South 01 deg. 20 min. 27 sec. East, with the common line of said Lot 1 and 3, a distance of 138.25 feet to a point for corner in the said North line of W. Spring Creek Parkway a distance of 211.42 feet to the PLACE OF BEGINNING and CONTAINING 29,745 square feet or 0.683 acres of land.

SITE DATA SUMMARY TABLE

ITEM	Lot 3, Block A
<b>GENERAL SITE DATA</b>	
Zoning (from zoning ordinance)	R
Lot Size (from zoning ordinance)	Residential Code
Lot Area (square feet & acres)	29,745 S.F., 0.683 Acres
Building Footprint Area (square feet)	3,115 S.F.
Total Building Area (square feet)	3,115 S.F.
Building Height (# stories)	2
Lot Coverage (percent - max)	10.47%
Floor Area Ratio (FAR - max)	15.62%
<b>PARKING</b>	
Parking Ratio (from zoning ordinance)	1:200
Required Parking (# spaces)	15
Provided Parking (# spaces)	28
Accessible Parking Required (# spaces)	1
Accessible Parking Provided (# spaces)	1
Parking in excess of 1:100 of Required Parking (# spaces)	6
<b>LANDSCAPE AREA (including turf areas)</b>	
Landscape Edge Area (square feet)	0
Required Interior Landscape Area (excluding turf landscaping) (square feet)	0
Additional Interior Landscape Area Provided (square feet)	0
Other Landscape Area within the lot including Storm Water Conservation Areas (square feet)	0
Total Landscape Area (square feet)	0.000 S.F.
<b>PERMEABLE AREA (not including landscaping or turf areas)</b>	
Permeable Pavement (square feet)	0
Other Permeable Area within the lot not including landscaping or turf areas (square feet)	0
Total Permeable Area (square feet)	0
<b>IMPERVIOUS AREA</b>	
Building Footprint Area (square feet)	3,115 S.F.
Area of Pavements, Pavement or other impervious surfaces (square feet)	21,533.55 S.F.
Total Impervious Area (square feet)	25,648.55 S.F.
Sum of Total Landscape Area + Total Permeable Area	0.000 S.F.
% Total Impervious Area (square feet)	26.74%

OWNER: Inaj Zales  
6552 Southgate Drive  
Plano, Texas 75024  
Phone: (972) 517-4265

APPLICANT: Heather Livingston  
10102 Bellwood Lane  
Dallas, Texas 75243  
Phone: (972) 971-3885

REPRESENTATIVE: Pamela Craig  
1780 Regal Row #216  
Dallas, Texas 75235  
Phone: (972) 215-6861

SURVEYOR: Ben D. Bryck  
1018 S. Beckley Ave.  
Dallas, Texas 75203  
Phone: (214) 948-3324

DRAFTSMAN: Lynn LeBeater  
1018 S. Beckley Ave.  
Dallas, Texas 75203  
Phone: (214) 948-3324

State Street Add.  
Dist. C, Pg. 817  
PBE Geospatial Intelligence LLC  
4128 Cornerstone Way, Suite 200  
Austin, TX 78701

SITE PLAN GENERAL NOTES

1. Building 6,000 square feet or greater shall be 100% fire sprinkled.
2. Fire lanes shall be designed and constructed per city standards.
3. Handicapped parking areas shall be designed and provided per city standards and shall comply with requirements of the current, adopted International Building Code.
4. Four-foot wide sidewalks shall be provided 3.5 feet off the property line within the right-of-way unless a sidewalk easement is provided for a neighboring abutting lot or an alternative design is approved by the City. North-south lanes, per city standards, shall be provided on abutting lot or easement.
5. Handicapped utility, dumpsters, and trash enclosures shall be screened in accordance with the zoning Ordinance.
6. All signs contingent upon approval by Building Inspection Department.
7. Approval of the site plan is not final until all engineering plans are approved.
8. Open storage, where permitted, shall be screened in accordance with the zoning Ordinance.
9. Building finishes within this development shall be compatible, as provided in the Road Corner Design Ordinance.
10. Outdoor lighting shall comply with illumination standards within Section 9-406 of the Code of Ordinances.
11. Please contact the Building Inspection Department to determine the type of construction and occupancy group.
12. All electrical transmission, distribution, and service lines must be underground where required.
13. Uses shall conform in operation, location, and construction to the following performance standards in Section 2-1300 of the Zoning Ordinance: noise and vibration, outdoor lighting, outdoor storage, outdoor parking, outdoor seating, and other performance standards.



ZONING EXHIBIT  
ZC-2012-20

CROSSPOINT PLAZA ADDITION  
LOT 3, BLOCK A  
Cabinet B, Page 52  
Map Records Collin County, Texas  
0.683 Acres  
Plano, Collin County, Texas  
George Perrin Survey, Abstract No. 722

Date Prepared: May 31, 2012  
Revised: July 9, 2012

SURVEYING ASSOCIATES  
1018 SOUTH BECKLEY AVE.



DALLAS, TEXAS 75203



Ben D. Bryck - R.P.L.S. No. 1630  
PHONE (214) 948-3324  
FAX (214) 948-7840  
Email: Bryck@5VBEll.net

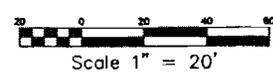
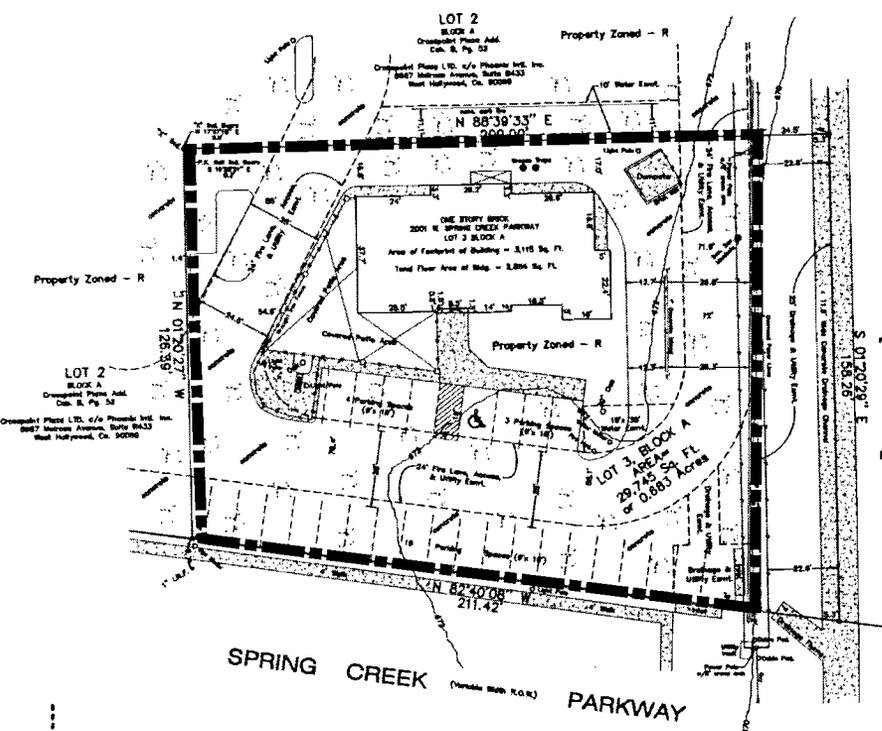


SSWWS

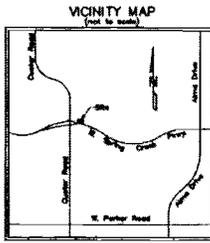
Lyn L.

12-348

408 H



NOTE: Approval of the zoning case associated with this exhibit shall not imply approval of any conditional use, plat, or plan, approval of development standards shown herein, or the validity of the development process. Planning & Zoning Commission and/or City Council approval is required for all actions relating to development on this property and is conditional on an action requiring from within that the property zoning case.



## Zoning Case 2012-20

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 630 so as to allow the additional use of Private Club on 0.7± acre of land out of the George Perrin Survey, Abstract No. 722, located on the north side of Spring Creek Parkway, 470± feet east of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication 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 27th day of August, 2012, for the purpose of considering granting Specific Use Permit No. 630 for the additional use of Private Club on 0.7± acre of land out of the George Perrin Survey, Abstract No. 722, located on the north side of Spring Creek Parkway, 470± feet east of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail; 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 27th day of August, 2012; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 630 for the additional use of Private Club on 0.7± acre of land out of the George Perrin Survey, Abstract No. 722, located on the north side of Spring Creek Parkway, 470± feet east of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

**WHEREAS**, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 630 for the additional use of Private Club on 0.7± acre of land out of the George Perrin Survey, Abstract No. 722, located on the north side of Spring Creek Parkway, 470± feet east of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail, said property being more fully described on the legal description in Exhibit "A" attached hereto.

**Section II.** It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

**Section V.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 27TH DAY OF AUGUST, 2012.**

---

Phil Dyer, MAYOR

ATTEST:

---

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

---

Diane C. Wetherbee, CITY ATTORNEY

## Zoning Case 2012-20

BEING located at 2001 W. Spring Creek Parkway, situated in the George Perrin Survey, Abstract No, 722 in the City of Plano, Texas, being Lot 3, Block A, of Replat-Crosspoint Plaza Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet B, Page 52, Map Records Collin County, Texas, and being more particularly described as follows;

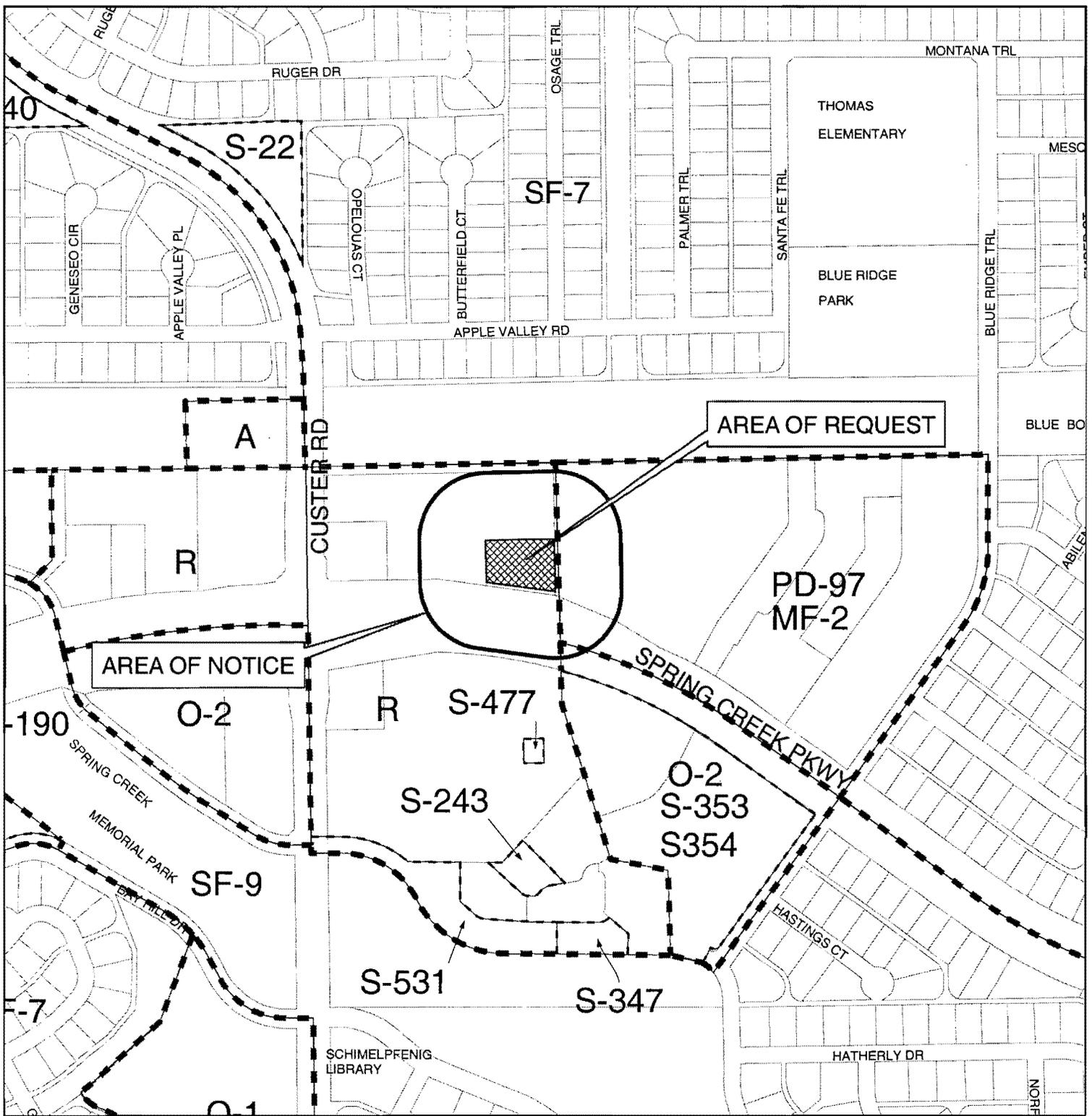
BEGINNING at a point for corner in the north line of West Spring Creek Parkway, (a variable width right-of-way), same being the southwest corner of said Lot 3, same also being the southeast corner of Lot 2 of said addition;

THENCE, North,  $01^{\circ} 20' 27''$  West, with a common line of said Lots 2 and 3, a distance of 126.39 feet to the northwest corner of said Lot 3, an "x" found in concrete for corner;

THENCE, North,  $88^{\circ} 39' 33''$  East, with a common line of said Lots 2 and 3, a distance of 209.00 feet to a point for corner in the west line of Lot 1, Block A, of Stone Brook Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet C, Page 617, Map Records Collin County, Texas, same being the Northeast corner of said Lot 3;

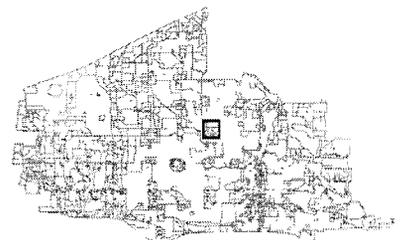
THENCE, South,  $01^{\circ} 20' 29''$  East, with the common line of said Lots 1 and 3, a distance of 158.26 feet to a point for corner in the said north line of West Spring Creek Parkway;

THENCE, North,  $82^{\circ} 40' 08''$  West, with the said north line of West Spring Creek Parkway, a distance of 211.42 feet to the PLACE OF BEGINNING and CONTAINING 29,745 square feet or 0.683 acre of land.



Zoning Case #: 2012-20

Existing Zoning: RETAIL



○ 200' Notification Buffer

DESCRIPTION OF PROPERTY

Being located at 2001 W. Spring Creek Parkway in the City of Plano, Texas, near Lot 3, Block A, of REPLAT-CROSSPOINT PLAZA ADDITION, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet B, Page 52, Map Records Collin County, Texas, and being more particularly described as follows: BEGINNING at a point for corner in the North line of W. Spring Creek Parkway (variable width R.O.W.), same being the Southeast corner of said Lot 3, same also being the Southeast corner of Lot 2 of said addition; THENCE North 01 deg. 20 min. 27 sec. West, with a common line of said Lots 2 and 3, a distance of 126.38 feet to the Northwest corner of said Lot 3, an "x" four in concrete for corner; THENCE North 88 deg. 38 min. 33 sec. East, with a common line of said Lots 2 and 3, a distance of 206.00 feet to a point for corner in the West line of Lot 1, Block A, of Stone Brook Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet C, Page 817, Map Records Collin County, Texas, same being the Northeast corner of said Lot 3; THENCE South 07 deg. 20 min. 29 sec. East, with the common line of said Lot 1 and 3, a distance of 138.25 feet to a point for corner in the said North line of W. Spring Creek Parkway; THENCE North 82 deg. 40 min. 08 sec. West, with the said North line of W. Spring Creek Parkway a distance of 211.42 feet to the PLACE OF BEGINNING and CONTAINING 29,745 square feet or 0.683 acres of land.

SITE DATA SUMMARY TABLE

ITEM	Lot 3, Block A
<b>GENERAL SITE DATA</b>	
Zoning (from zoning ordinance)	R
Lot Size (from zoning ordinance)	Residential Code
Lot Area (square feet & acres)	29,745 S.F., 0.683 Acres
Building Footprint Area (square feet)	3,115 S.F.
Total Building Area (square feet)	3,944 S.F.
Building Height (# stories)	1
Lot Coverage (percent - max)	10.47%
Floor Area Ratio (FAR - max)	15.62:1
<b>PARKING</b>	
Parking Ratio (from zoning ordinance)	1:200
Required Parking (# spaces)	15
Provided Parking (# spaces)	26
Accessible Parking Required (# spaces)	1
Accessible Parking Provided (# spaces)	1
Parking in excess of 1:100 of Required Parking (# spaces)	6
<b>LANDSCAPE AREA (including turf areas)</b>	
Landscape Edge Area (square feet)	0
Required Interior Landscape Area (excluding turf landscaping) (square feet)	0
Additional Interior Landscaping Area Provided (square feet)	0
Other Landscape Area within the lot including Storm Water Conservation Areas (square feet)	0
Total Landscape Area (square feet)	0.000 S.F.
<b>PERMEABLE AREA (not including landscaping or turf areas)</b>	
Permeable Pavement (square feet)	0
Other Permeable Area within the lot not including landscaping or turf areas (square feet)	0
Total Permeable Area (square feet)	0
<b>IMPERVIOUS AREA</b>	
Building Footprint Area (square feet)	3,115 S.F.
Area of Pavements, Pavedment or other impervious surfaces (square feet)	21,533.55 S.F.
Total Impervious Area (square feet)	25,648.55 S.F.
Sum of Total Landscape Area + Total Permeable Area	0.000 S.F.
% Total Impervious Area (square feet)	29,745 S.F.

OWNER: Inaj Zales  
6552 Southgate Drive  
Plano, Texas 75024  
Phone: (972) 517-4265

APPLICANT: Heather Livingston  
10102 Bellwood Lane  
Dallas, Texas 75243  
Phone: (972) 971-3885

REPRESENTATIVE: Pamela Craig  
1780 Regal Row #216  
Dallas, Texas 75235  
Phone: (972) 215-6861

SURVEYOR: Ben D. Bryck  
1018 S. Beckley Ave.  
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Phone: (214) 948-3324

DRAFTSMAN: Lynn LeBeater  
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Phone: (214) 948-3324

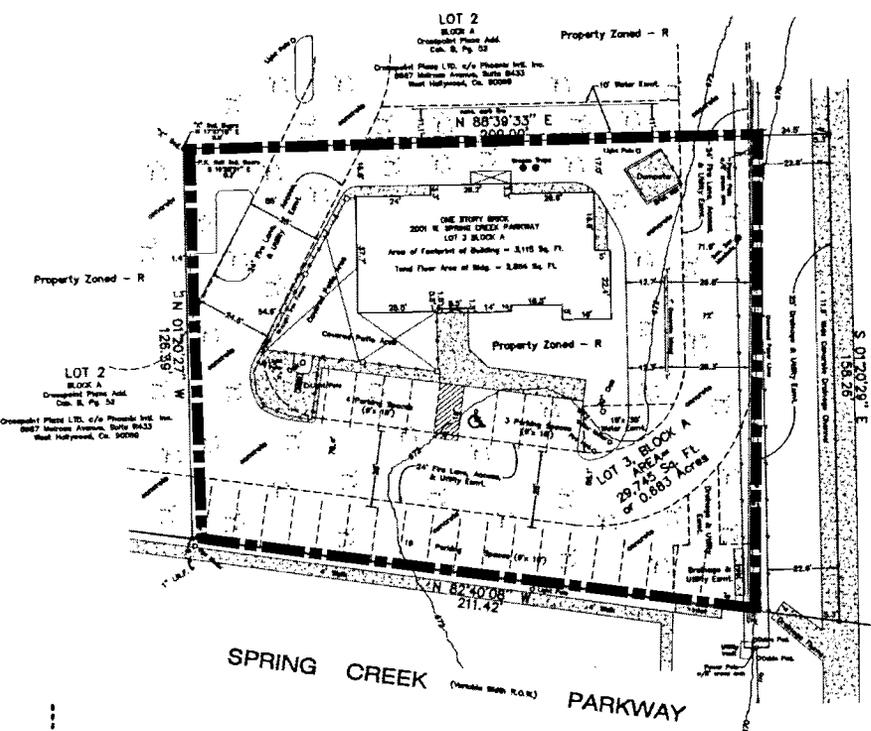
State Street Add.  
Dist. C, Pg. 817  
PBE Geospatial Solutions LLC  
4128 Cornerstone Way, Suite 200  
Addicks, TX 75001

SITE PLAN GENERAL NOTES

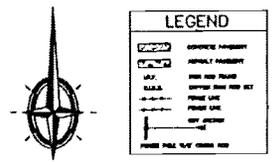
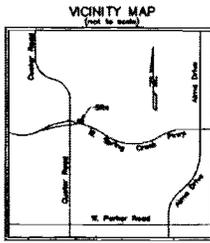
1. Building 6,000 square feet or greater shall be 100% fire sprinkled.
2. Fire lanes shall be designed and constructed per city standards.
3. Handicapped parking areas shall be designed and provided per city standards and shall comply with requirements of the current, adopted International Building Code.
4. Four-foot wide sidewalks shall be provided 3.5 feet off the property line within the right-of-way unless a sidewalk easement is provided for a neighboring abutting lot or an alternative design is approved by the City. North-south lanes, per city standards, shall be provided on abutting lot or north easement.
5. Handicapped utility, dumpsters, and trash enclosures shall be screened in accordance with the Zoning Ordinance.
6. All signs conforming to those approved by Building Inspection Department.
7. Approval of the site plan is not final until all engineering plans are approved.
8. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
9. Building finishes within this development shall be compatible, as provided in the Road Corner Design Guidelines.
10. Outdoor lighting shall comply with illumination standards within Section 9-406 of the Code of Ordinances.
11. Please contact the Building Inspection Department to determine the type of construction and occupancy group.
12. All electrical transmission, distribution, and service lines must be underground where required.
13. Uses shall conform in operation, location, and construction to the following performance standards in Section 2-1300 of the Zoning Ordinance: noise and vibration, outdoor lighting, outdoor storage, outdoor parking, and other performance standards.



**ZONING EXHIBIT**  
ZC-2012-20  
**CROSSPOINT PLAZA ADDITION**  
**LOT 3, BLOCK A**  
Cabinet B, Page 52  
Map Records Collin County, Texas  
0.683 Acres  
Plano, Collin County, Texas  
George Perrin Survey, Abstract No. 722  
Date Prepared: May 31, 2012  
Revised: July 9, 2012



Property Zoned - MF-2



NOTE: Approval of the zoning case associated with this exhibit shall not imply approval of any conceptual study, plan, or plan, approval of development standards shown herein, or the initiation of the development process. Planning & Zoning Commission and/or City Council approval is required for all actions relating to development of this property and is considered an action separate from action taken on zoning case.



**SURVEYING ASSOCIATES**  
1018 SOUTH BECKLEY AVE.  
DALLAS, TEXAS 75203



Ben D. Bryck - R.P.L.S. No. 1630  
PHONE (214) 948-3324  
FAX (214) 948-7840  
Email: Bryck@5V6ell.net



PLANO  
Lynn L.

**DATE:** August 7, 2012  
**TO:** Honorable Mayor & City Council  
**FROM:** Chris Caso, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of August 6, 2012

**AGENDA ITEM NO. 7 - PUBLIC HEARING  
ZONING CASE 2012-21  
APPLICANT: CITY OF PLANO**

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and Subsection 3.102 (Day Care Centers, Day Care Centers (In-home), and Day Care Centers (Accessory)) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations), and related sections of the Zoning Ordinance regarding day care centers (in-home).

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

**STIPULATIONS:**

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

1. Amend Section 1.600 (Definitions) of Article 1 (General Regulations) to revise the definition for day care center (in home) and remove the word "center" as follows:

Day care ~~center~~ (in home):

An operation providing care in the caretaker's residence for less than 24 hours a day for up to ~~42~~ 8 children under the age of 14, provided that the total number of children, including the caretaker's own children, is no more than ~~42~~ 8 at any time.

2. Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) to add End Note number 42 to the MH, MF-1, MF-2 and MF-3 districts, delete "c" from End Note: 42 - See Subsection 3.102.2.c, and remove the word "center" as follows:

## Residential Zoning Districts

Permitted Uses	Category	A - Agricultural	ED - Estate Development	SF-20 - Single-Family-20	SF-9 - Single-Family-9	SF-7 - Single-Family-7	SF-6 - Single-Family-6	2F - Two-Family (Duplex)	PH - Patio Home	SF-A - Single-Family Attached	MH - Mobile Home	MF-1 - Multifamily-1	MF-2 - Multifamily-2	MF-3 - Multifamily-3	GR - General Residential	UR - Urban Residential
Day Care Center (In-home)	Service	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	P 42	P 42

End Note: 42 - See Subsection 3.102.2.e

3. Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) to change any references to “day care center (in-home)” to state “day care (in-home).”
4. Amend Subsection 3.102 (Day Care Centers, Day Care Centers (In-Home), and Day Care Centers (Accessory)) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) as follows:

### 3.102 Day Care Centers, Day Care Centers (In-home), and Day Care Centers (Accessory)

1. All day care centers and day care centers (accessory) shall comply with the following standards:
  - a. If required by the State of Texas, the day care center must be licensed or registered.
  - b. No day care center shall be part of a single-family or two-family dwelling.
  - c. A day care center shall abut and derive its primary access from a street with a pavement width of 36 feet or greater.
2. Day care center (in-home) is allowed as a home occupation (refer to Subsection 3.110) in the caretaker’s residence subject to:
  - a. If required by the State of Texas, the day care center must be licensed or registered.

- b. Care may be provided to a maximum of eight or fewer children is allowed by right, regardless of the number of children permitted by the State of Texas or the type of state license held by the operator.
- c. ~~Care provided to nine or more children is allowed with approval of a specific use permit.~~

All ~~group day care homes~~ licensed child-care homes which were licensed by the State of Texas or had a license application pending on or before October 25, 1993, are considered to be a legal use in residential districts ~~and will not require specific use permit approval~~ as long as a valid license is maintained for the operation in its original location and it provides care for less than 24 hours a day for no more than 12 children (including the caretaker's and staff's children) under the age of 14.

**FOR CITY COUNCIL MEETING OF:** August 27, 2012 (To view the agenda for this meeting see [www.planotx.org](http://www.planotx.org))

**PUBLIC HEARING – ORDINANCE**

BM/sf

CITY OF PLANO  
PLANNING & ZONING COMMISSION

August 6, 2012

**Agenda Item No. 7**

**Public Hearing:** Zoning Case 2012-21

**Applicant:** City of Plano

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**DESCRIPTION:**

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and Subsection 3.102 (Day Care Centers, Day Care Centers (In-Home), and Day Care Centers (Accessory)) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations), and related sections of the Zoning Ordinance regarding day care centers (in-home).

**REMARKS:**

This is a request to amend the Zoning Ordinance regulations for in-home day care centers. At its June 11, 2012 City Council meeting, the Council directed staff to initiate ordinance amendments regarding in-home day care centers, specifically limiting the maximum number of children allowed within an in-home day care to eight children.

Currently, the Zoning Ordinance allows an in-home day care center operation with no more than eight children by right. The Zoning Ordinance requires a specific use permit (SUP) to operate an in-home day care with more than eight children with appropriate state licenses. Additionally, the city requires a Certificate of Occupancy (CO) for in-home day care center operations and annual renewal of the CO including a fire safety inspection. Since mid-2011, the Building Inspections Department has been requiring applicants to specify the number of children on an in-home day care center CO application.

This requirement has caused in-home day care operators that are providing care for more than eight children and have not pursued an SUP to apply for the required SUP to continue to provide care to more than eight children. The Council has denied four specific use permit requests for in-home day care centers allowing a maximum of 12 children. Council has expressed concern that in-home day care operations with more than eight children are commercial day care operations and are not appropriate in a residential area.

The State of Texas issues two separate types of licenses for in-home day care centers – registered and licensed. Registered in-home providers are allowed to care for six children for the entire day with an additional six children before and after school as well as when school is not in session (i.e. holidays, summer vacation, in-service days). Licensed in-home providers are allowed to care for up to 12 children for the entire day.

### Home Occupation Regulations

In addition to the above permitting requirements from the city, in-home day care centers are also subject to Subsection 3.110 (Home Occupations) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Zoning Ordinance, which regulates home occupations. The city has allowed for residents to operate businesses within their homes for many years. The purpose of the home occupation regulations is to allow for a limited amount of activity associated with a resident's business to occur at their place of residence, while still preserving the overall residential neighborhood setting. The home occupation regulations address additional non-resident employees, size limitations within a residence (maximum 20% total square foot area), allows for traffic generation that does not exceed typical neighborhood traffic, and allows for parking to be accommodated in the required off-street parking for the residence and along the street frontage for a property. The regulations also prohibit modifications to a resident's home that alters the residential character of the structure, exterior signage, sale of goods, offensive noises and odors, and storage of materials.

### Issues

The following are issues for consideration regarding regulating in-home day care centers.

1. Until this past year, the city has enforced the current SUP requirement only when the operation came to our attention through a complaint. Two specific use permits have been approved in the last decade for this use, and as noted above four requests have been denied. Staff has been working with the property owners to bring their businesses into compliance to coincide with the new school year, when children will be proceeding to elementary school.
2. During the past three years, the Property Standards Department has received an average of three or fewer complaints per year regarding in-home day care center operations. Complaints received are generally regarding too many children at a residence and increased traffic concerns. Upon investigating the complaints, the day care operators were in compliance regarding the number of children being cared for and there were no traffic problems observed. Additionally, some in-home day care complaints received were for other businesses operating out of the home and not a day care operation.
3. If the city and state continue to differ regarding the maximum number of children an operator is allowed to provide care for, the city will continue to have enforcement challenges. The State of Texas allows in-home day care operations

for up to 12 children. It is likely that operators, after they have received the state license, do not think about local regulations that may also apply.

4. To date, the city has only regulated the maximum number of children in a licensed in-home day care center. The city has not regulated registered in-home day care centers even though the operators can have a total of 12 children (six full time children, plus six children before and after school and when school is not in session). The proposed amendments to limit the maximum number of children in an in-home day care would apply to both licensed and registered in-home day care operators and if approved will likely cause many operators throughout the city to be out of compliance with the city's zoning regulations. Staff seeks direction as whether the proposed amendments should apply to registered day care centers?
5. In-home day care centers provide another option for parents seeking child care.

### **Proposed Amendments**

Per City Council's direction and in order to provide regulations that will be applied to all in-home day care center operators regardless of the type of license the operator holds, staff proposes the following Zoning Ordinance amendments:

- Amend the day care center (in-home) definition to limit the number of children to a maximum of eight. Changing the in-home day care center definition clarifies the maximum number of children that the city allows in an in-home day care center.
- Delete the word "center" from any day care center (in-home) reference in the Zoning Ordinance. The word "center" implies a large operation which is not appropriate for an in-home day care operation.
- Standardize references to day care center supplementary regulations in the use charts for all residential districts.
- Deleting Subsection 3.102.2.c which refers to the SUP provision that allows for more than eight children under current regulations; the SUP requirement for allowing more than eight children is being removed.
- Capping the number of children allowed in an in-home day care center to eight, and adding language that the maximum number eight is regardless of the number of children that the state allows or the type of state license held by the operator.
- When the Zoning Ordinance was amended in 1993, there were some group day care homes that were already licensed by the state and in operation with 12 children. At that time, the City Council considered the group day care homes (now licensed child-care homes) to be legal, and language was included in the Zoning Ordinance that allowed them to continue operation and exempting them from the SUP requirement for more than eight children. Therefore, this

ordinance language needs to be amended since the SUP provision is being removed; the language “and will not require specific use permit approval” becomes null and invalid.

Staff believes the above proposed Zoning Ordinance amendments regarding in-home day care centers are consistent with the City Council’s direction. Additionally, the proposed amendments limiting the number of children to eight applies to both licensed and registered in-home day care operators which is a departure from the city’s prior position of not regulating registered in-home day care operators. The proposed amendments clarify the regulations as to the number of children the city allows in an in-home day care center. In addition, the amendments clean up the ordinance regulations and references that can possibly cause misunderstanding or confusion regarding in-home day care requirements. Therefore, staff recommends approval of the proposed amendments.

**RECOMMENDATION:**

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

1. Amend Section 1.600 (Definitions) of Article 1 (General Regulations) to revise the definition for day care center (in home) and remove the word “center” as follows:

Day care ~~center~~ (in home):

An operation providing care in the caretaker’s residence for less than 24 hours a day for up to ~~42~~ 8 children under the age of 14, provided that the total number of children, including the caretaker’s own children, is no more than ~~42~~ 8 at any time.

2. Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) to add End Note number 42 to the MH, MF-1, MF-2 and MF-3 districts, delete “c” from End Note: 42 - See Subsection 3.102.2.c, and remove the word “center” as follows:

## Residential Zoning Districts

Permitted Uses	Category	A - Agricultural	ED - Estate Development	SF-20 - Single-Family-20	SF-9 - Single-Family-9	SF-7 - Single-Family-7	SF-6 - Single-Family-6	2F - Two-Family (Duplex)	PH - Patio Home	SF-A - Single-Family Attached	MH - Mobile Home	MF-1 - Multifamily-1	MF-2 - Multifamily-2	MF-3 - Multifamily-3	GR - General Residential	UR - Urban Residential
Day Care Center (In-home)	Service	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	<u>P</u> <u>42</u>	P 42	P 42

End Note: 42 - See Subsection 3.102.2.e

3. Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) to change any references to “day care center (in-home)” to state “day care (in-home).”
4. Amend Subsection 3.102 (Day Care Centers, Day Care Centers (In-Home), and Day Care Centers (Accessory)) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) as follows:

### 3.102 Day Care Centers, Day Care Centers (In-home), and Day Care Centers (Accessory)

1. All day care centers and day care centers (accessory) shall comply with the following standards:
  - a. If required by the State of Texas, the day care center must be licensed or registered.
  - b. No day care center shall be part of a single-family or two-family dwelling.
  - c. A day care center shall abut and derive its primary access from a street with a pavement width of 36 feet or greater.
2. Day care center (in-home) is allowed as a home occupation (refer to Subsection 3.110) in the caretaker’s residence subject to:
  - a. If required by the State of Texas, the day care center must be licensed or registered.

- b. Care may be provided to a maximum of eight or fewer children is allowed by right, regardless of the number of children permitted by the State of Texas or the type of state license held by the operator.
- c. ~~Care provided to nine or more children is allowed with approval of a specific use permit.~~

All ~~group day care homes~~ licensed child-care homes which were licensed by the State of Texas or had a license application pending on or before October 25, 1993, are considered to be a legal use in residential districts ~~and will not require specific use permit approval~~ as long as a valid license is maintained for the operation in its original location and it provides care for less than 24 hours a day for no more than 12 children (including the caretaker's and staff's children) under the age of 14.

## Zoning Case 2012-21

**An Ordinance of the City of Plano, Texas, amending Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and Subsection 3.102 (Day Care Centers, Day Care Centers (In-home), and Day Care Centers (Accessory)) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding day care centers (in-home); 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 27th day of August, 2012, 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 27th day of August, 2012; 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 regarding day care centers (in-home), such portion of the section to read as follows:

Section 1.600 Definitions

## Day Care (In-home)

An operation providing care in the caretaker’s residence for less than 24 hours a day for up to 8 children under the age of 14, provided that the total number of children, including the caretaker’s own children, is no more than 8 at any time.

**Section II.** Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to add End Note number 42 to the Mobile Home (MH), Multifamily Residence-1 (MF-1), Multifamily Residence-2 (MF-2), and Multifamily Residence-3 (MF-3) districts, delete “c” from End Note: 42 – See Subsection 3.102.2.c, and remove the word “center,” such portion of the subsection to read as follows:

### Residential Zoning Districts

Permitted Uses	Category															
		A- Agricultural	ED - Estate Development	SF-20 - Single-Family-20	SF-9 - Single-Family-9	SF-7 - Single-Family-7	SF-6 - Single-Family-6	2F - Two-Family (Duplex)	PH - Patio Home	SF-A - Single-Family Attached	MH - Mobile Home	MF-1 - Multifamily-1	MF-2 - Multifamily-2	MF-3 - Multifamily-3	GR - General Residential	UR - Urban Residential
Day Care (In-home)	Service	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42	P 42

End Note: 42 - See Subsection 3.102.2

**Section III.** Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to change any references to “day care center (in-home)” to state “day care (in-home).”

**Section IV.** Subsection 3.102 (Day Care Center, Day Care Centers (In-home), and Day Care Centers (Accessory)) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such subsection to read as follows:

## Section 3.100 Supplementary Regulations for Principal Permitted Uses and Specific Uses

### 3.102 Day Care Centers, Day Care (In-home), and Day Care Centers (Accessory)

1. All day care centers and day care centers (accessory) shall comply with the following standards:
  - a. If required by the State of Texas, the day care center must be licensed or registered.
  - b. No day care center shall be part of a single-family or two-family dwelling.
  - c. A day care center shall abut and derive its primary access from a street with a pavement width of 36 feet or greater.
2. Day care (in-home) is allowed as a home occupation (refer to Subsection 3.110) in the caretaker's residence subject to:
  - a. If required by the State of Texas, the day care must be licensed or registered.
  - b. Care may be provided to a maximum of eight children regardless of the number of children permitted by the State of Texas or the type of state license held by the operator.

All licensed child-care homes which were licensed by the State of Texas or had a license application pending on or before October 25, 1993, are considered to be a legal use in residential districts as long as a valid license is maintained for the operation in its original location and it provides care for less than 24 hours a day for no more than 12 children (including the caretaker's and staff's children) under the age of 14.

**Section V.** 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 VI.** 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 VII.** Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and 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 VIII.** 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 IX.** This Ordinance shall become effective immediately upon its passage and publication as required by law.

**PASSED AND APPROVED THIS THE 27TH DAY OF AUGUST, 2012.**

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Phil Dyer, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY