

CITY COUNCIL

1520 AVENUE K



DATE: 9/27/2010
CALL TO ORDER: 7:00 p.m.
INVOCATION: Reverend Alice Coder
First United Methodist Church
PLEDGE OF ALLEGIANCE: Brownie Troop 3039
St. Mark Catholic School

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u> <u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u> September 13, 2010</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	CSP No. 2010-202-B for the construction of Carpenter Park Recreation Center Expansion & Renovation to EMJ Corporation in the amount of \$4,246,413 and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(c)	To approve a contract by and between the City of Plano and Affion Public, in the amount of \$22,000 for Executive Search Services to conduct a nationwide, executive search for the City's next City Manager and authorizing the City Manager to execute all necessary documents. (RFP No. 2010-238-B)	
(d)	To approve a contract by and between the City of Plano and Southern Specialized Risk Options, LLC, in the amount of \$79,250 for Bi-Annual City Facility Inspection Services and authorizing the City Manager to execute all necessary documents.	
(e)	To approve an Engineering Services contract by and between the City of Plano and Freese and Nichols, Inc. in the amount of \$71,969 for the iSWM Based Program Implementation project and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Contract Modification</p>	
(f)	To approve the Second Modification of the contract by and between the City of Plano and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano (Contract No. 2008-102-C) RFP for Wellness and Safety Program to reduce the contract amount from \$165,225 as provided in the First Modification to \$162,800 and authorizing the City Manager to execute all necessary documents.	
(g)	To approve the Second Modification of the Administrative Services Agreement by and between the City of Plano and the International City Management Association Retirement Corporation (Plan No. 305870) reducing the investment services fees and changing the renewal term to a fixed three (3) year period plus two (2) additional one-year terms, and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Change Order</p>	
(h)	To Weir Bros. Inc. increasing the contract by \$35,956 for Rasor Road from Ohio Drive to SH 121. Change Order No. 6. Original Bid No. 2009-81-B.	
(i)	To McMahan Contracting, L.P., increasing the contract by \$46,372 for Preston at Legacy Intersection Improvements, Change Order No. 3. Original Bid No. 2009-34-B.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p> <p>(j) To approve the terms and conditions of agreements between the City of Plano, Texas, and various heritage preservation organizations which render services that are beneficial to the public and serve a valid public purpose in the total amount of \$591,517; authorizing the City Manager to execute such agreements with these organizations for the provision of support of heritage preservation, and providing an effective date.</p> <p>(k) To approve the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; and approving the agreement between the City of Plano and Allan R. deVilleneuve, M.D. for professional services; and providing an effective date.</p> <p>(l) To approve the terms and conditions of a third amendment to the development agreement between the City of Plano, Texas, and Pinnacle AMS Development Company, LLC (now Southern/Pinnacle AMS Development Company, LLC), for development of Eastside Station – Plano; authorizing its execution by the City Manager; and providing an effective date.</p>	
	<p><u>Adoption of Ordinances</u></p> <p>(m) To repeal Ordinance No. 2010-7-10; establishing the number of certain classifications within the Police and Fire Departments for fiscal year 2010-11; establishing the authorized number and effective dates of such positions for each classification effective September 27, 2010; establishing a salary plan for the Police and Fire Departments effective September 27, 2010; and providing a repealer clause, a severability clause and an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p>Consideration of a Resolution to approve the terms and conditions of a Real Estate Contract and Lease by and between Emajeane Haggard Hall and the City of Plano for the purchase and lease of approximately 58.91 acres of land located at the intersection of Park Boulevard and Alma Drive, Plano, Collin County, Texas; authorizing the City Manager to execute such contract; and providing an effective date.</p>	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2010-14 to amend Subsection 2.820 (CC - Corridor Commercial) of Section 2.800 (District Charts) of Article 2 (Zoning Districts) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to residential setback requirements of the Corridor Commercial zoning district; 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>	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
September 13, 2010**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 5:12 p.m., Monday, September 13, 2010, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member LaRosiliere. 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; and to receive information regarding Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

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

Consideration and action resulting from Executive Session discussion

No items were brought forward.

Discussion of Water Sampling Procedures

Alan Upchurch, Director of Public Works and Engineering spoke to water samples taken around the City tested by the North Texas Municipal Water District and reported to the Texas Commission on Environmental Quality.

Mr. Upchurch advised that 19 samples in June contained coliform bacteria which are naturally present and further study concluding that there were no contaminants present. He spoke to work with Staff and the water district to identify possible sources, efforts of a private lab and environmental consultant to corroborate results and evaluate procedures. Mr. Upchurch advised regarding required public notification, costs incurred for consultants and retesting, uncertainty regarding the origin and revisions in the collection process.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

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

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

PLANO CITY COUNCIL
September 13, 2010

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Mark Israelson, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, September 13, 2010, at 7:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member LaRosiliere.

The invocation was led by Mayor Pro Tem Dunlap and the Pledge of Allegiance was led by Deputy Mayor Pro Tem Miner.

Comments of Public Interest

T.J. Johnson, Chair of the Plano African American Museum (PAAM) expressed appreciation to the Council in bringing the museum to fruition and introduced new Executive Director Robert Haynes who thanked the City for their financial support and encouragement. He spoke to the time and process of creating museums and to PAAM's opening in five years. Resident Steve Kusters thanked the Council for consideration of the Plano Children's Theater during the Budget Worksession. Resident Kevin Butler inquired regarding the status of the Samaritan Inn and offered to participate in development of cycling programs.

Consent Agenda

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Harris, the Council voted 7-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Minutes (Consent Agenda Item "A")

August 14, 2010
August 23, 2010
August 26, 2010

Approval of Expenditures

Bid No. 2010-203-B for Courtyard Theater Exterior Renovation to Hagler Construction Co., Inc., in the amount of \$120,266 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2010-177-B for Best Value Bid for two (2) Communications Shelters to Sabre Communications in the annual amount of \$349,488. (Consent Agenda Item “C”)

CSP No. 2010-198-B for Southeast Industrial Water Tank Repaint project to J. R. Stelzer Co. in the amount of \$841,060 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Adoption of Resolutions

Resolution No. 2010-9-1(R): To approve the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Buffington Community Services funds in the amount of \$263,800 for the provisions of various community services and developments; authorizing its execution by the City Manager; and providing the effective date. (Consent Agenda Item “E”)

Resolution No. 2010-9-2(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center, authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “F”)

Resolution No. 2010-9-3(R): To approve the terms and conditions of a Memorandum of Understanding between the State of Texas and the City of Plano for the adoption of the Texas Department of Transportation’s federally-approved Disadvantaged Business Enterprise Program; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “G”)

Adoption of Ordinances

Ordinance No. 2010-9-4: To approve a negotiated resolution between the Atmos Cities Steering Committee (“ACSC” or “Steering Committee”) and Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”) regarding the Company’s third rate review mechanism (“RRM”) filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the Company to reimburse cities’ reasonable ratemaking expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Atmos Mid-Tex’s proof of revenues; extending the RRM process for two cycles and adopting a new RRM tariff; ratifying the settlement agreement, including cost recovery for a steel service line replacement program; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this ordinance to the Company and the Steering Committee’s legal counsel. (Consent Agenda Item “H”)

Ordinance No. 2010-9-5: To amend specific sections of Ordinance No.2009-9-9 codified as Section 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano to increase the water rate schedules for residential and non-residential customers by six percent (6%) effective November 1, 2010, and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Consent Agenda Item “I”)

Ordinance No. 2010-9-6: To amend Article IX, Railroads, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas by amending Section 12-258, Subsections (a) and (c)(i), Quiet Zones, to add a definition of spur track and DART, and to designate additional rail crossings as Quiet Zones, and providing a penalty clause, a severability clause, a publication clause, and providing an effective date. (Consent Agenda Item “J”)

Ordinance No. 2010-9-7: To adopt and enact Supplement Number 91 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “K”)

ITEMS FOR INDIVIDUAL CONSIDERATION:

Mayor Dyer advised that Regular Agenda Items “8” and “9” would be moved to the front of the agenda.

Public Hearing and consideration of a Resolution to amend the 2009-10 Action Plan to include the additional activity of land purchase in the amount of \$700,000 to support homeless transitional housing and services by The Samaritan Inn; and providing an effective date. Tabled at the August 9, 2010 City Council meeting. (Regular Agenda Item “8”)

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member Callison, the Council voted 7-0 to remove this item from the table.

Community Services Manager Day advised the Council that The Samaritan Inn has withdrawn their request. The Council concurred to accept the applicant’s withdrawal.

Consideration of a Resolution to authorize the filing of an application in an amount not to exceed \$700,000 under the U.S. Department of Housing and Urban Development Section 108 Loan Guarantee Program; approving its execution by the City Manager; and providing an effective date. Tabled at the August 9, 2010 City Council meeting. (Regular Agenda Item “9”)

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member Callison, the Council voted 7-0 to remove this item from the table.

The Council concurred to accept the applicant’s withdrawal.

Ordinance No. 2010-9-8: To approve and adopt the budget and setting the appropriations for the fiscal year beginning October 1, 2010, and terminating September 30, 2011; and providing an effective date. (Regular Agenda Item “1”)

Ordinance No. 2010-9-8 (con'td)

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Harris, the Council voted 7-0 to approve and adopt the budget and setting the appropriations for the fiscal year beginning October 1, 2010, and terminating September 30, 2011; and providing an effective date; and further adopt Ordinance No. 2010-9-8.

Ordinance No. 2010-9-9: To approve and adopt the Community Investment Program and setting the appropriations for 2010-11; and providing an effective date. (Regular Agenda Item "2")

Deputy Mayor Pro Tem Miner spoke to delays in completion of the Oak Point Park Visitor's Center while other park programs move forward and Mayor Dyer spoke in support of the center and to the operational/debt service costs.

Upon a motion made by Council Member Callison and seconded by Council Member Davidson, the Council voted 7-0 to approve and adopt the Community Investment Program and setting the appropriations for 2010-11; and providing an effective date; and further adopt Ordinance No. 2010-9-9.

Ordinance No. 2010-9-10: To approve and adopt the tax rate for the fiscal year beginning October 1, 2010 and terminating September 30, 2011 and providing an effective date. (Regular Agenda Item "3")

City Manager Muehlenbeck advised that this ordinance would set the rate at .4886 cents per \$100 valuation with .3135 for operations/maintenance and .1751 for debt. Council Member Callison spoke to the process addressing the budget for the short-term.

Upon a motion made by Council Member Harris and seconded by Deputy Mayor Pro Tem Miner, the Council voted 7-0 to approve and adopt the tax rate for the fiscal year beginning October 1, 2010 and terminating September 30, 2011 and providing an effective date; and further adopt Ordinance No. 2010-9-10.

Resolution No. 2010-9-11(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Network Engines, Inc., a Delaware corporation; authorizing its execution by the City Manager and providing an effective date. (Regular Agenda Item "4")

Director of Finance Tacke advised that Network Engines, Inc. would occupy no less than 82,000 square feet of existing space and retain, transfer or create up to 111 full-time jobs with a possible additional 13 by March 31, 2011. She advised that the value of taxable real property improvements is not less than \$190,000, business personal property \$30,000, terms of the lease are for seven years and that the agreement is in the amount of \$68,200.

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member Davidson, the Council voted 7-0 to approve the terms and conditions of an agreement by and between the City and Network Engines, Inc.; and further adopt Resolution No. 2010-9-11(R).

Consideration of an Ordinance to repeal Ordinance No. 2000-8-4 in order to terminate the existing Private Franchise Agreement by and between the City of Plano, Texas, and Allied Waste Systems, Inc. d/b/a Allied Waste Services of Plano and approving a new Private Franchise Agreement by and between the City of Plano, Texas, and Allied Waste Systems, Inc. d/b/a Allied Waste Services of Plano, providing terms and conditions upon which Allied Waste Systems, Inc. shall be granted an exclusive Private Franchise for collection and disposal of solid waste for commercial customers located within the City of Plano in accordance with Article 10-A of the City Charter and a non-exclusive Private Franchise for collection of recyclable materials from commercial customers located in the City of Plano; and authorizing its execution by the City Manager; providing a repealer clause, a severability clause, a savings clause, a penalty clause, providing for publication and an effective date. (First Reading) (Regular Agenda Item “5”)

Director of Environmental Services and Sustainability Nevil spoke to changes in the agreement including a rate change as a result of a direct pass-through of the North Texas Municipal Water District disposal rate increases and a potential “Waste to Fuel Project.” She spoke to current negotiations for the recycling processing agreement and contingencies related to this agreement. Ms. Nevil spoke to savings provided by a local processing center, positive customer feedback and recommended approval. Citizen Dwayne Clark protested continuation of the contract as a “no bid” and Daniel Alford, representing Servall spoke to the benefits of separating collection of construction debris from commercial waste.

Ms. Nevil spoke to bidding in 1990, negotiations to increase diversion and resultant cost savings and responded to the Council, advising that information from other sources would need to be reviewed for comparison. Reid Donaldson of Allied Waste spoke to Plano having a higher disposal cost than the City of Dallas, use of transfer stations/routing, a possible increase in rates should construction be handled under a separate contract, and recycling of materials. Ms. Nevil spoke to the contract’s history, advised regarding the upcoming recycling processing agreement, and positive cost comparisons to other cities utilizing the North Texas Municipal Water District. She spoke to the rates charged to the City for use of the land fill and potential savings, benefits of transfer station and the positive comments from customer surveys. The Council requested further information regarding comparisons of services/costs.

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Harris, the Council voted 7-0 to approve the first reading of an ordinance to repeal Ordinance No. 2000-8-4 in order to terminate the existing Private Franchise Agreement by and between the City of Plano, Texas, and Allied Waste Systems, Inc. and approving a new Private Franchise Agreement for collection of recyclable materials from commercial customers located in the City of Plano.

Public Hearing and adoption of Ordinance No. 2010-9-12 as requested in Zoning Case 2010-10 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-65-Central Business-1 on 168.1± acres out of the Maria C. Vela Survey, Abstract No. 183, located generally at the northeast and southeast corners of Dallas North Tollway and Legacy Drive, in the City of Plano, Collin County, Texas, to establish regulations to allow for off-premise signage; 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: Shops at Legacy (Regular Agenda Item “6”)

Ordinance No. 2010-9-12 (cont'd)

Senior Planner Perry advised that the request is related to signage at the Shops at Legacy and that the Planning and Zoning Commission recommends approval subject to:

The proposed regulations shall be added to Specific Provisions of the Planned Development within PD-65-CB-1: (Additions are indicated in underlined text.)

6. Signage Regulations

Multipurpose Wall Signs

a. General

- A multipurpose wall sign is any sign mounted on the wall of a building which is used to identify shopping centers, retail districts, office districts or commercial sites, and may include a listing of occupants within the development being identified. The multipurpose wall sign may also be an electronic changeable wall sign as defined herein.
- Multipurpose wall signs are exempt from Subsections 3.1603 (1)(b) and (2)(f) of Section 3.1600.
- An electronic changeable wall sign is a type of multipurpose wall sign that displays static images that change message or copy by programmable electronic processes. Electronic changeable wall signs shall be allowed to change copy every eight seconds.

b. Size and Location

- Multipurpose wall signs shall not be limited in height or width except that they shall be limited to 300 square feet in size.
- A maximum of two multipurpose wall signs shall be mounted to the parking garage located at the southeast corner of the Dallas North Tollway frontage road and Legacy Circle only. The signs shall be mounted on the north, west or south facades, and only one sign shall be permitted on each facade.
- Multipurpose wall signs may only be used to advertise occupants located within the area bounded by the Dallas North Tollway on the west, Legacy Drive on the south, Bishop Road on the east, and Legacy Circle on the north.

Planner Hill advised that letters received in opposition requested clarification.

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

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Callison, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-65-Central Business-1 located generally at the northeast and southeast corners of Dallas North Tollway and Legacy Drive, in the City of Plano, to establish regulations to allow for off-premise signage; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2010-10; and further to adopt Ordinance No. 2010-9-12.

Public Hearing and adoption of Ordinance No. 2010-9-13 as requested in Zoning Case 2010-13 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 605 so as to allow the additional use of Print Shop (Major) on 11.4± acres of land out of the J. B. Roundtree Survey, Abstract No. 759, located on the south side of Plano Parkway, 850± feet west of Shiloh Road, in the City of Plano, Collin County, Texas, presently zoned Research/Technology Center; 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: William O'Neil & Company, Inc. (Regular Agenda Item "7")

Senior Planner Perry advised that the addition of a specific use permit will provide the opportunity to review additional uses and further that the Planning and Zoning Commission recommended approval as submitted.

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

Upon a motion made by Council Member Callison and seconded by Deputy Mayor Pro Tem Miner, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 605 so as to allow the additional use of Print Shop (Major) located on the south side of Plano Parkway, 850± feet west of Shiloh Road, in the City of Plano; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2010-13; and further adopt Ordinance No. 2010-9-13.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 8:15 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/27/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5970
CAPTION				
CSP No. 2010-202-B for the construction of Carpenter Park Recreation Center Expansion & Renovation to EMJ Corporation in the amount of \$4,246,413, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	196,987	6,337,013	0	6,534,000
Encumbered/Expended Amount	-196,987	-446,028	0	-643,015
This Item	0	-4,246,413	0	-4,246,413
BALANCE	0	1,644,572	0	1,644,572
FUND(S): RECREATION CENTER CIP				
<p>COMMENTS: Funds are included in the 2009-10 Recreation Center CIP for the renovation and construction of Carpenter Park Recreation Center. The remaining balance of \$1,644,572 will be used for other items and associated costs related to this project.</p> <p>STRATEGIC PLAN GOAL: Renovation and construction of Carpenter Park Recreation Center relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
Staff recommends the Competitive Sealed Proposal of EMJ Corporation in the amount of \$4,246,413, which includes the base bid of \$4,120,000 and Alternate #1B for metal column covers, be accepted as the best value conditioned on the timely execution of necessary contract documents for the construction of Carpenter Park Recreation Center Expansion & Renovation.				
List of Supporting Documents: Location Map Email dated September 10, 2010 Proposal Recap, Tabulation, Combined Matrix			Other Departments, Boards, Commissions or Agencies N/A	

Carpenter Park - Recreation Center Renovation



Project Location



Location Map

Linda Sweeney

From: Jim Razinha
Sent: Friday, September 10, 2010 4:05 PM
To: Dianna Wike
Cc: Diane Palmer-Boeck; Amy Fortenberry; Paul Glenn; Linda Sweeney; Robin Reeves; Ron Underwood; Richard Medlen; Colette Hall; Cindy Olson; Heather Miller; Steve Healy; 'Kip Jameson'
Subject: Carpenter Park Recreation Center Expansion and Renovation
Attachments: Carpenter Park CSP evaluation summary.xls

Based on the technical evaluation including time of construction (total weighted 40%) and the price (weighted 60%), and confirmation from the contractor that the time of construction is 148 days from November 1st, I am recommending award of the base proposal plus Alternate 1B (metal column covers) to:

EMJ Corporation for the sum of \$4,246,413

r/

Jim Razinha
Facilities Manager, LEED AP
City of Plano
972-941-7152

CITY OF PLANO

COMPETITIVE SEALED PROPOSAL NO. 2010-202-B FOR CARPENTER PARK RECREATION CENTER EXPANSION AND RENOVATION

CSP RECAP

CSP Opening Date/Time: August 26, 2010 at 3:00PM

Number of Vendors Notified: 2091

Vendors Submitting "No Bids": 0

Number of CSPs Submitted: 13

EMJ CORPORATION	4.50
LEE LEWIS CONSTRUCTION, INC.	4.21
RATCLIFF CONSTRUCTORS, LP	4.19
JORDAN RUSSELL, LLC	4.18
CORE CONSTRUCTION SERVICES OF TEXAS, INC.	4.10
ROGERS-O'BRIEN CONSTRUCTION	4.08
TURNER CONSTRUCTION	4.03
RJM CONTRACTORS, INC.	3.55
MODERN CONTRACTORS, INC.	3.53
C. R. REYNOLDS, INC.	3.51
AZTECA ENTERPRISES, INC.	3.48
PIAZZA CONSTRUCTION, LTD.	3.46
PETERSON CONSTRUCTION, INC.	3.14

Bids Evaluated Non-Responsive to Specification: None

Recommended Vendor(s):

EMJ CORPORATION

Dianna Wike

September 15, 2010

Dianna Wike, Buyer

Date

CITY OF PLANO
PROPOSAL TABULATION WITH DOLLARS
 2010-202-B
CSP FOR CARPENTER PARK RECREATION CENTER EXPANSION AND RENOVATION – PROJECT NO. 5970
 8/26/2010 @ 3:00 P.M.

PROPOSER:	BASE PROPOSAL AMOUNT	ALT 1A AMOUNT	ALT 1B AMOUNT	BID BOND	ADD ACK
JORDAN RUSSELL, LLC	\$3,920,000.00	\$30,000.00	\$130,000.00	YES	YES
ROGERS-O'BRIEN CONSTRUCTION	\$4,090,000.00	\$29,000.00	\$129,500.00	YES	YES
EMJ CORPORATION	\$4,120,000.00	\$35,830.00	\$126,413.00	YES	YES
RATCLIFF CONSTRUCTORS, LP	\$4,173,000.00	\$36,566.00	\$136,000.00	YES	YES
TURNER CONSTRUCTION	\$4,299,000.00	\$44,000.00	\$140,000.00	YES	YES
MODERN CONTRACTORS, INC.	\$4,398,000.00	\$25,000.00	\$130,000.00	YES	YES
CORE CONSTRUCTION SERVICES OF TEXAS, INC.	\$4,473,000.00	\$32,000.00	\$130,000.00	YES	YES
RJM CONTRACTORS, INC.	\$4,474,423.00	\$30,981.00	\$130,460.00	YES	YES
LEE LEWIS CONSTRUCTION, INC.	\$4,477,000.00	\$40,000.00	\$ 94,000.00	YES	YES
C. R. REYNOLDS, INC.	\$4,484,216.00	\$24,770.00	\$140,684.00	YES	YES
PIAZZA CONSTRUCTION, LTD.	\$4,660,000.00	\$22,000.00	\$153,340.00	YES	YES
AZTECA ENTERPRISES, INC.	\$4,955,000.00	\$73,000.00	\$155,000.00	YES	YES
PETERSON CONSTRUCTION, INC.	\$5,600,000.00	\$35,000.00	\$120,000.00	YES	YES

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

Dianna Wike

Dianna Wike, Buyer Supervisor

August 26, 2010

Date

"PROPOSAL TABULATION STATEMENT"

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

PURCHASING DIVISION
 CITY OF PLANO TEXAS

FINAL MATRIX - Base INCL Option 1B

BID NO.: 2010-202-B
 TITLE: CSP for Carpenter Park Recreation Center Expansion
 and Renovation
 Bidder:

1	2	3	4	5	6	7	8	9	10	11	12	13
2.36	2.63	2.63	2.85	3	2.62	2.68	2.1	2.53	2.82	2.63	2.88	2.73
1.13	0.88	1.47	1.65	1.18	1.59	0.85	1.03	0.93	1.38	0.92	1.2	1.3

ATZTECA ENTERPRISES, INC.
C. R. REYNOLDS, INC.
EMJ CORPORATION
JORDAN RUSSELL, LLC
LEE LEWIS CONSTRUCTION, INC.
MODERN CONTRACTORS, INC.
PETERSON CONSTRUCTION, INC.
PIAZZA CONSTRUCTION, LTD.
RATCLIFF CONSTRUCTORS, LP
RJM CONTRACTORS, INC.
ROGERS-O'BRIEN CONSTRUCTION
TURNER CONSTRUCTION

EVALUATION CRITERIA

	1	2	3	4	5	6	7	8	9	10	11	12	13
1 Price (60%)	Score	2.63	2.63	2.85	3	2.62	2.68	2.1	2.53	2.82	2.63	2.88	2.73
2 Technical (40%)	Score	0.88	1.47	1.65	1.18	1.59	0.85	1.03	0.93	1.38	0.92	1.2	1.3
3													
4													
5													
6													
7													
8													
9													
10													

TOTAL INDIVIDUAL MATRIX SCORE

11	10	5	1	4	2	9	13	12	3	8	6	7
3.48	3.51	4.1	4.5	4.18	4.21	3.53	3.14	3.46	4.19	3.55	4.08	4.03

1	EMJ CORPORATION	4.50
2	LEE LEWIS CONSTRUCTION, INC.	4.21
3	RATCLIFF CONSTRUCTORS, LP	4.19
4	JORDAN RUSSELL, LLC	4.18
5	CORE CONSTRUCTION SERVICES OF TEXAS, INC.	4.10
6	ROGERS-O'BRIEN CONSTRUCTION	4.08
7	TURNER CONSTRUCTION	4.03
8	RJM CONTRACTORS, INC.	3.55
9	MODERN CONTRACTORS, INC.	3.53
10	C. R. REYNOLDS, INC.	3.51
11	ATZTECA ENTERPRISES, INC.	3.48
12	PIAZZA CONSTRUCTION, LTD.	3.46
13	PETERSON CONSTRUCTION, INC.	3.14



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/27/2010			
Department:		Purchasing			
Department Head		Mike Ryan			
Agenda Coordinator (include phone #): Sharron Mason X7247					
CAPTION					
To approve a contract by and between the City of Plano and Affion Public, in the amount of \$22,000.00 for Executive Search Services to conduct a nationwide, executive search for the City's next City Manager and authorizing the City Manager to execute all necessary documents. (RFP no. 2010-238-B)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2009-10, 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	-22,000	0	-22,000
BALANCE		0	-22,000	0	-22,000
FUND(s): GENERAL FUND					
<p>COMMENTS: The expense for this item will be absorbed into the FY 2009-10 Non-Departmental Budget for contracted professional services.</p> <p>STRATEGIC PLAN GOAL: Professional services required to search for a new City Manger relate to the City's Goal of "Financially Strong City with Service Excellence".</p>					
SUMMARY OF ITEM					
<p>The Human Resources staff recommends the purchase of Executive Search Services to conduct a nationwide, executive search for the City's next City Manager from Affion Public, in the estimated amount of \$22,000.00.</p> <p>Professional Services are exempt from state competitive bidding requirements.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memorandum					
Contract					

Memorandum

To: Mayor and City Council
From: LaShon Ross, Deputy City Manager
Date: September 20, 2010
Re: Selection of Search Firm for City Manager Search

The City forwarded nine (9) Requests for Proposals (RFP) to vendors to invite their participation to be considered to conduct a nationwide, executive search for the City's next City Manager. We received proposals from the following vendors: *Affion Public, Andre David & Associates, Colin Baenziger & Associates, The Mercer Group, Ralph Anderson & Associates, Voorhees Associates, LLC, and The Waters Consultant Group, Inc.* A panel of five (5) employees from the City's Executive Team reviewed all proposals and conducted telephone interviews with the top three (3) vendors, to deliver the following evaluation:

<u>VENDOR</u>	<u>TOTAL WEIGHTED SCORE</u>
• Affion Public	3.80
• Colin Baenziger & Associates	3.64
• The Waters Consultant Group, Inc.	3.58
• The Mercer Group, Inc.	3.46
• Ralph Anderson & Associates	3.42
• Voorhees Associates, LLC	3.38
• Andre David & Associates, Inc.	3.07

The evaluation committee recommends award of RFP# 2010-238-B to Affion Public (who also submitted the lowest price) to conduct the City Manager Executive Search. The cost for completing this search is projected to be \$22,000. Additional costs will be incurred as a result of the candidate interview process.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
AFFION PUBLIC, A LIMITED LIABILITY CORPORATION
FOR RECRUITMENT SERVICES FOR CITY MANAGER**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and Affion Public, a limited liability corporation, 20 North Second Street, Suite 200, Harrisburg, Pennsylvania hereinafter referred to as "Professional" to be effective as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of Professional to conduct a search for a city manager and provide related services to the City to enable it to hire a city manager, and

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

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

I. ENGAGEMENT

The City hereby agrees to retain Professional to perform services in connection with the search of suitable candidates for the position of city manager and Professional represents it has the experience, skill, and resources to fully and adequately recruit and screen suitable candidates in accordance with the expectations provided by the City and Professional's recommended practices and agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES/SCHEDULE OF WORK

Professional shall perform services following the criteria and processes set forth in this Agreement and in Exhibit "A", including the proposed time schedule set forth in that Exhibit. The schedule may be revised upon mutual agreement of the parties. Professional agrees that time is of the essence and it is to devote its full attention and resources to completing the services as outlined in Exhibit "A."

Professional shall comply with all applicable laws, standards and rules for soliciting, screening, conducting background checks, and other processes related to this recruitment process. Professional agrees to use best practices in its industry in fulfilling its duties under this Agreement including performing adequate screening of recommended candidates for employment.

III. COMPENSATION/EXPENSES

Compensation: Total compensation for Professional's services shall be in an amount not to exceed the sum of **EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00)**. City shall pay Professional in accordance with the payment schedule shown on Exhibit "A."

Expenses: Professional's expenses including but not limited to brochure development, printing, job posting, fees for background checks, community meetings, video conferences and travel shall be billed at cost with no surcharge. Expenses for Professional shall not exceed **FOUR THOUSAND DOLLARS (\$4000.00)**, which shall include travel.

Candidate expenses for travel, meals, hotel stay shall be billed directly to the City at cost.

Air travel is limited to coach fare for both candidates and Professional. Plano hotels will be used for candidates and Professional. Car rentals shall be limited to a mid size vehicle.

IV. TERM OF AGREEMENT

Professional recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Professional 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 Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V. INSURANCE

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

VI. INDEMNIFICATION

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

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

PROFESSIONAL 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 PROFESSIONAL'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROFESSIONAL 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 PROFESSIONAL FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND PROFESSIONAL SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VII. INDEPENDENT CONTRACTOR

Professional covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that it shall have exclusive control of and exclusive right to control the details of the services 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 Professional its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Professional.

VIII. ASSIGNMENT AND SUBLETTING

Professional agrees that this Agreement and the services to be performed hereunder will not be assigned or sublet without the prior written consent of the City. Professional further agrees that the assignment or subletting of any portion or feature of the work required in the performance of this Agreement shall not relieve the Professional from its full obligations to the City as provided by this Agreement.

IX. AUDITS AND RECORDS

1. Except as provided in 2, below, Professional agrees that at any time during normal business hours and as often as City may deem necessary, Professional shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, and other data relating to all matters covered by this Agreement, all for a period of three (3) years following the completion of this Agreement, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.
2. City shall have no access or right of access to candidate information except as follows:
 - a. Professional shall provide a recommended list of candidates for City consideration and information related to those recommended candidates shall be provided to the City.
 - b. In the event that the City does not select any of the candidates recommended by the Professional or the selected candidate does not accept an offer of employment, then City shall have access to all other candidate information for this position obtained by Professional for their services under this Agreement.

X. PROHIBITED INTEREST

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

XI. CONTRACT TERMINATION

The parties agree that City shall have the right to terminate this Agreement with or without cause upon ten (10) days written notice to Professional. In the event of such termination, Professional shall cease all work and deliver to City all finished or unfinished documents, data, studies, surveys, reports, videos, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any and all work performed in accordance with the provisions of this Agreement prior to notice of termination.

XII. GUARANTEE

In the event that the person selected by the City to serve as manager, resigns, becomes incapacitated or dies, or is terminated with cause and any of those events occur within one (1) year from the date the city manager is appointed by the City, Professional agrees that it will perform the same services as set out this Agreement at no charge if the City notifies the Professional in writing within 45 days of the date of any of those events. City agrees that it will pay expenses related to the second selection and recruitment process.

XIII. CONFIDENTIAL

In conducting business and in anticipation of conducting business with Professional it may be necessary for the City to share confidential and/or proprietary information or matter with Professional. Professional agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information except as necessary to fulfill its obligations under this Agreement. Professional will be responsible for its employees or agents complying with the provisions of this Agreement.

XIV. COMPLETE AGREEMENT/PRIORITY OF DOCUMENTS

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

These documents make up the Agreement 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 this Agreement and accompanying Exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this written Agreement then to the Agreement Exhibits. These documents shall be referred to collectively as "Agreement Documents."

XV. MAILING OF NOTICES

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

City of Plano, Texas
Attn: City Manager
P.O. Box 860358
Plano, TX 75086-0358

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

Affion Public
Attn: Scott Reilly
20 North Second Street, Suite 200
Harrisburg, PA 17101

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

XVI. MISCELLANEOUS

A. Paragraph Headings:

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

B. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Authority to Sign:

By their signature below, the parties represent that they are authorized to execute this Agreement and bind their respective entities to the same.

G. Effective Date:

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

SIGNED on the date indicated below.

AFFION PUBLIC
a Limited Liability Corporation

DATE: _____

BY: _____

(NAME)
(TITLE)

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES/PAYMENT SCHEDULE

EXHIBIT "A"



Affion Public, LLC
20 North Second Street, Suite 200
Harrisburg, Pennsylvania 17101

888.321.4922 *affion* www.affionpublic.com
717.214.1208 *fix*



09/07/2010

Diane Palmer-Boeck
City of Plano
Purchasing Department
1520 Avenue K, Suite 370
Plano, TX 75074

Dear Diane:

Thank you for the opportunity to submit our offer of executive search services for the City of Plano's next City Manager!

Allow me to introduce Affion Public to you. Affion Public is an executive search firm that specializes in identifying and placing exceptional executive level candidates within the Public Sector. We have built a successful practice on placing Public Sector Executives and have a reputation for developing excellent working relationships with the clients we serve. Our partnership approach and high quality of work fosters the level of comfort our clients value and deserve.

Affion Public has been involved with Executive searches across the country and understands how important it is to work with the City Council, Mayor and the local community in defining exactly what is needed in order to search for your next City Manager. Samplings of our City Manager placements are:

- City of Austin
- City of Broken Arrow
- City of Corpus Christi
- City of Huntsville
- City of Irving
- City of Lynwood
- City of McKinney
- City of North Richland Hills
- City of San Antonio
- City of San Marcos
- City of Springfield

In addition, we have been particularly successful in conducting Executive Searches for various positions in Texas having worked with the following cities: Austin, Corpus Christi, Dallas, El Paso, Ft Worth, Huntsville, Irving, McKinney, North Richland Hills, Round Rock, State of Texas, San Antonio and San Marcos.

We at Affion Public differentiate ourselves from our competition by seeking out passive, as well as, active candidates that will best meet the needs of our clients. By conducting searches in this manner we are able to provide a tailored pool of candidates rather than recycling the same candidates search after search. Our commitment to diversity and success at attracting minority candidates has also helped to set us apart from other firms.

On behalf of Affion Public, we will be thrilled to be your firm of choice! Please feel free to contact me directly at 888.321.4922 or via email at reilly@affionpublic.com. I look forward to speaking with you in the near future.

Best Regards,

Scott Reilly
CEO, Affion Public



**City of Plano
Executive Search Services
Request for Proposals
City Manager
09/07/2010**

**Affion Public
20 North Second Street
Suite 200
Harrisburg, PA 17101**

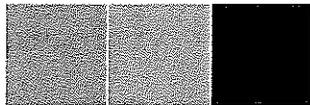


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Affion Disclaimer

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Detailed Work History

City Manager Recruitment History:

- **City of Austin, TX (2008)**
Position filled by Mark Ott
- **City of Broken Arrow, OK (2009)**
Position filled by Dave Wooden
- **City of Corpus Christi, TX (2008)**
Filled Position filled by 'Angel R. Escobar
- **City of Huntsville, TX (2008)**
Position filled by William Baine
- **City of Irving, TX (2006)**
Position filled by Tommy Gonzalez
- **City of McKinney, TX (2008)**
Position filled by Frank Ragan
- **City of Morgantown, WV (current)**
- **City of North Richland Hills, TX (2009)**
Position filled Mark Hindman
- **City of Round Rock, TX (current)**
- **City of San Antonio, TX (2006)**
Position filled by Sheryl Sculley
- **City of San Marcos, TX (2008)**
Position filled by Rick Menchaca
- **City of Savannah, GA (current)**
- **City of Springfield, MO (2008)**
Position filled by Greg Burris

Executive Search History:

Cities:

City of Ann Arbor, MI

Parks and Recreation Services Manager (2008)

Parks and Recreation Services Deputy Manager (2008)

City of Austin, TX

City Manager (2008)

Fire Chief (2008)

Chief Information Officer (2008)

Director of Solid Waste Services (2009)

Chief Sustainability Officer (2010)

This city is located in Central Texas and is the capital of Texas as well as the county seat of Travis County. Austin's population has doubled every 20 years and currently sits at just over 757,500.

City of Bellevue, WA

Director of Planning and Community Development (2010)

City of Broken Arrow, OK

City Manager (2009)

Fire Chief (current)

City of Burbank, CA

Director of Finance (2009)

Director of Parks and Recreation (2007)

This city of 108,000 residents is located in Los Angeles County.

City of Chandler, AZ

Chief Information Officer (2007)

Director of Economic Development (2008)

Director of Planning and Development (currently on hold due to budget)

This city of 240,600 residents is located in Maricopa County and is part of the Phoenix Metro Area.

City of College Station, TX

Assistant Director of Planning & Development (2008)

This city of 86,000 residents is located in Central Texas and is the home of Texas A&M University.

City of Corpus Christi, TX

City Manager (2008)

This city of 285,000 residents is located in South Texas along the Gulf Coast.

City of Eugene, OR

Executive Director of Planning and Development (2010)

City of Irving, TX

City Manager (2006)

Assistant City Manager (2008)

Internal Auditor (2008)

Director of Human Resources (2007)

Assistant Director of Human Resources (2007)

City Attorney (2007)

Fire Chief (2006)

City Secretary (2010)

This city of 202,000 residents is located centrally in Texas and is a central city in the Dallas- Ft. Worth Metroplex. It is also home to the DFW International Airport.

City of Lynwood, CA

Assistant City Manager (2007)
Director of Human Resources (2007)
Assistant Director of Public Works (2007)
Deputy Director of Development (2007)
This city of 70,000 residents is located in Los Angeles County.

City of McKinney, TX

City Manager (2008)
Assistant City Manager (2009)
This city of 121,000 residents is located in the Dallas-Ft. Worth Metroplex and is one of the fastest growing cities in the country.

City of Morgantown, WV

City Manager (2010 – current)

City of North Richland Hills, TX

City Manager (2009)
This city of roughly 60,000 residents is also located in the Dallas-Ft. Worth Metroplex.

City of Round Rock, TX

City Manager (current)

City of San Antonio, TX

City Manager (2006)
Assistant City Manager (2006)
This city of 1.6 million residents is the 7th largest city in the United States.

City of San José, CA

Deputy Director of Administration (2006)
Deputy Director of Integrated Waste Management (2006)
This city of roughly 1 million residents is located at the southern end of the San Francisco Bay Area.

City of San Marcos, TX

City Manager (2008)
This city of 50,000 residents is located in Central Texas between San Antonio and Austin.

City of Savannah, GA

City Manager (current)

City of Scottsdale, AZ

Police Technology Director (2009)

City of Springfield, MO

City Manager (2008)
This city of 156,000 residents is the 3rd largest city in Missouri.

City of Tacoma, WA

Assistant City Manager (2006)
Director of Finance (2007)
Director of Information Technology (2008)
Assistant Director of Finance (2009)
This city of just under 200,000 residents is the 3rd largest city in Washington.

City of Tamarac, FL

Fire Chief (2009)
This community of 60,000 residents is located in Broward County located on the Atlantic Coast in Southern Florida.

Counties:

County of Los Angeles

Information Systems Manager (2007)

CIO-Los Angeles World Airport (2007)

This county is the largest county in the US with a population of 9.8 million and 88 incorporated cities.

City and County of Philadelphia

Chief Information Officer (2000)

CIO-Philadelphia Free Library (2001)

CIO- Philadelphia Police Department (2006)

Philadelphia is known as both the city and the county with a population of 1.4 million.

Washtenaw County, MI

Community Development Director (2007)

This is a county located southwest of Detroit and its largest city is Ann Arbor. The population of this county is over 322,000 residents.

States:

Commonwealth of Pennsylvania-Office of Administration

Chief Information Officer (2008)

Chief Technology Officer (2008)

Deputy Chief Information Officer (2008)

Commonwealth of Pennsylvania-Department of Health

Deputy Secretary of Quality Assurance

Deputy Secretary of Health Promotion

Bureau Chief of Drug and Alcohol

The Commonwealth engaged our services in November of 2007 to identify the next CIO. Out of that search process the Commonwealth hired three individuals. In March of 2008, our services were once again retained to assist with the Department of Health.

State of Texas

Executive Director, Department of Information Resources

Chief Information Officer, Employees Retirement System

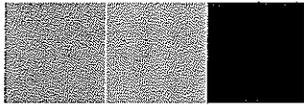
Other:

Housing Authority of the City of El Paso, TX

Chief Operating Officer (2010)

Roanoke Redevelopment and Housing Authority

Executive Director (2006)



Reference List

City of Irving

Mayor Herbert A. Gears
City of Irving
825 W. Irving Boulevard
Irving, TX 75060
972.721.2493
hgears@cityofirving.org

Affion placed Tommy Gonzalez as the City Manager in 2006. Since that time, Affion has completed six executive searches for the City. Mayor Gears has served as mayor for the entire period Affion has been engaged by the city.

City of Austin

Edna Piña Santos
Human Resources Consultant
301 W. 2nd Street, 3rd Floor
Austin, TX 78701
512-974-3221
Edna.Santos@ci.austin.tx.us

Affion has completed five searches with the City of Austin. We placed the City Manager, CIO, Fire Chief, the Director of Solid Waste Services and we recently completed a search for their Chief Sustainability Officer. Edna Santos has worked closely with us throughout our last two searches.

City of McKinney

Tadd Phillips
Director of Human Resources
PO Box 517
McKinney, TX 75070
972-547-7568
tphillips@mckinneytexas.org

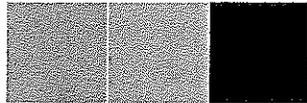
Affion has conducted two searches with the City of McKinney. We conducted the City Manager Search during the winter of 2008 and we completed a search for the Assistant City Manager in February of 2009. Tadd Phillips has served as point of contact for our most recent recruitment.

City of North Richland Hills

Mayor Oscar Trevino
City of North Richland Hills
7301 N.E. Loop 820
North Richland Hills, TX 76180
817-427-6060
nrhoscar@sbcglobal.net

Patrick Hillis
Director of Human Resources
7301 N.E. Loop 820
North Richland Hills, TX 76180
817-427-6100
phillis@nrhtx.com

Affion was engaged in a City Manager Search with the City of North Richland Hills in 2009. Patrick Hillis worked closely with us throughout the search in North Richland's HR department.



History of Affion Public

Affion Public is the result of a merger of Arcus Public, a nationally recognized executive search firm and Affinity Technology Consultants, an experienced technology advisory and consulting services company.

We are deeply rooted in the public sector, providing technology consulting and human resources consulting and strategies for state and local government, education and non-profit organizations since 2000.

Affion Public brings extensive experience and expertise to every assignment by providing comprehensive human resource and technology consulting strategies. Whether it's finding the perfect candidate for a key position, providing classification and compensation or assembling a seasoned team of technology operations people to tackle a tough problem, Affion Public has the solution.



Our Executive Search Division specializes in identifying the nation's best and brightest executives, and delivering those individuals to our Public Sector Clients. Our Partners are typically state, county, city, and government organizations as well as non-profits. Recognized as a leader in public sector executive searches, Affion has attained "preferred" vendor status or an exclusive relationship with the majority of its client partners.

Affion's corporate headquarters is located in the heart of downtown Harrisburg, PA. Our address is:
20 North 2nd Street, Suite 200,
Harrisburg, PA 17101
888-321-4922
www.affionpublic.com

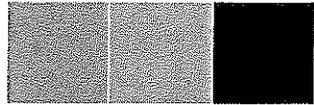
Why Affion?

We are different. As a company, our strengths lie in our people, our passion, and our commitment. Affion employs an extremely talented group of professionals that bring a diverse set of skills and an average of over 10 years of experience in government and private sector venues. Extraordinary, trusted client partnerships have separated us from others in the industry. Embracing a small business approach has enabled the entrepreneurial spirit of Affion, while also ensuring a personalized approach and customized solution for our partners.

It is our unique understanding of the complexities of the public sector that gives us an edge. We know what to challenge potential candidates on, and we know how to discern and qualify the very specific set of skills an executive needs in order to succeed within the public realm. Our particular expertise lies in our ability to reach out to and ultimately attract the best and the brightest into the public executive domain. Short and long term, Affion is looking for valued, long lasting partnerships, where we can have a real and positive effect for our client.

Our Public Sector Team provides a full range of customized executive recruiting and management consulting services. Particular areas of expertise lie within strategy, human resources, process and solutions. We have served in an advisory capacity to state, city, and municipal governments across the country.

Historically, our specialized executive recruitment services have been client driven. By building strong client partnerships, and practicing due diligence, we gain an invaluable understanding of the mission, motivation and culture of our client. This has allowed us to successfully recruit across all departmental disciplines and ultimately to provide top executives to an array of governmental agencies and authorities (e.g. Information Systems, Public Safety, Engineering, Health and Human Services, Water Utilities, Economic Development, Assistant City managers, City Managers, etc.).



Staff Resumes:



Scott Reilly ***CEO, Affion Public***

Scott will be responsible for Quality Assurance during the length of your project. During the engagement, he will be responsible for ensuring the success of the process.

Scott, previously the Vice President of Arcus Public, has more than 20 years experience in Sales, Executive Recruiting and Technology. His depth of knowledge and experience placing top executives and technology professionals enables him to lead the talented group of professionals at Affion Public. Throughout his tenure in the public sector, he has been responsible for leading the engagement process and successfully placing more than 100 professionals in key roles. He's worked in the trenches performing the searches, as well as in leadership roles guiding his team and building relationships with clients while at the helm. He truly understands and appreciates the intricacies of the market, and as CEO for Affion Public, he is responsible for the strategic direction and approach of each of the firm's key service areas.

Scott has been a speaker/presenter on various topics nationally working with leading government officials; to help identify opportunities for technology research and share best practices as well as executive search forums. He was named a founding Honorary Alumni to the Harrisburg University of Science and Technology first graduating class. He currently serves as the vice-chairman of the Derry Township Municipal Authority and has been an active member on the Hershey Country Club Board of Governors. Scott was also recognized by the Central Penn Business Journal as one of the region's Top 40 Under 40.

Scott has been directly involved with all Executive level searches through Arcus Public and Affion Public since 2003.

Gina Sprowls
Recruiting Manager

Gina will be dedicated to your project. During the engagement, she will provide the direction and coordination for the recruitment efforts to ensure that the profile of the ideal candidate is adhered to so that the best candidate is hired for the job.

Gina will be responsible for identifying, profiling, and the initial screening of candidates. She will assist in coordinating interviews, soliciting feedback, and conducting professional reference checks. Additionally, her role will include qualifying potential candidates, conducting interviews of candidates and may be involved in the presentation of the final candidates to the stakeholders for consideration.

Gina brings over ten years of diverse experience in recruitment, sales and management. She offers a strong background in Human Resources with an emphasis on executive level recruitment and training. Her recruitment career has crossed over several industries / fields including the Public Sector, Technology, Finance, Healthcare, Sales and Education. She has worked on multiple executive level searches for clients across the nation and is known for building and maintaining excellent relationships with her candidates.

Gina holds a degree in Human Resources, and is currently working towards a degree in Business Administration through Capella University. Throughout her career, she has focused her professional development towards recruitment and training. In recruiting, she has learned to appreciate the relationships she forms with her candidates, the structured interview process and the attention to detail that is required to be a successful recruiter. In training, Gina has helped write and create competency-based job descriptions, employee handbooks and training manuals. She has taught training classes ranging from traditional classroom style to assisting in E-Learning programs with an emphasis on professional and leadership development.

Gina has been directly involved with all Executive level searches through Arcus Public and Affion Public since January, 2008.

Lisa Pursel
Executive Recruiter

Lisa will be dedicated to your project. During the engagement, Lisa will be responsible for identifying, profiling, and the initial screening of all candidates. She will assist in coordinating interviews, soliciting feedback, and conducting professional reference checks. Additionally, her role will include qualifying potential candidates, conducting interviews of candidates and may be involved in the presentation of the final candidates to the stakeholders for consideration.

With more than ten years of diverse experience within the industry, Lisa offers a strong background in Human Resources and Executive Recruiting. She holds her Professional Human Resources designation and offers a valuable perspective to the recruiting process.

Lisa's professional human resources experience includes consulting with executives and recommending solutions on issues regarding Employee Relations, Performance Management, Compensation and Classification, Benefits, Selection and Training. She has worked on organizational change efforts and has participated in the strategic planning process. Lisa has mediated and recommended action in sensitive employee relations issues such as discrimination and harassment cases to ensure compliance with policies and laws. She has a strong proficiency in recruiting practices such as sourcing in multiple labor markets, facilitating data integration's, salary negotiations, and vendor management.

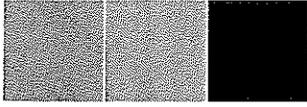
She has built trusted, long-lasting, invaluable relationships with the clients she has worked with and her goal is to identify the best candidate for the search assignments for our clients. She has a BA in Communications from the College of Charleston.

Lisa has been directly involved with all Executive level searches through Arcus Public and Affion Public since 2007.

Work Plan Outline:

Timeline:

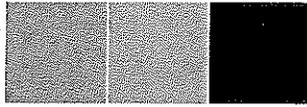
Timeframe	Activity
Day 1 – October 11, 2010	<ul style="list-style-type: none"> Affion to negotiate and finalize contract
Day 10	<ul style="list-style-type: none"> Facilitate a meeting to discuss timelines, recruitment process and plan for completing the Position and Candidate Profiles Affion to meet with identified stakeholders to begin the due diligence process Conduct Public Forums if needed Simultaneous industry research taking place
Day 15	<ul style="list-style-type: none"> Affion presents draft of Profile
Day 20	<ul style="list-style-type: none"> Finalize Profile
Day 20	<ul style="list-style-type: none"> Search Firm conducts recruitment to include: <ul style="list-style-type: none"> Journals, personal contacts, Websites, etc. Place advertisements Review resumes
Conducted on a weekly basis	<ul style="list-style-type: none"> Progress Report—check for quality and diversity of applicants. Determine need to target any specific group or area.
Day 45	<ul style="list-style-type: none"> Review and qualify all potential candidates
Day 65	<ul style="list-style-type: none"> Affion concludes the recruitment campaign
Day 70	<ul style="list-style-type: none"> Review and finalize candidate selection to be presented
	<ul style="list-style-type: none"> Affion conducts reference checks of finalists to include: References for finalists are contacted and background checks completed Google & Lexis Nexis search conducted on finalists
Day 75	<ul style="list-style-type: none"> Presentation of 6-8 candidates to the Selection Panel Affion will facilitate a review of the final candidates
	<ul style="list-style-type: none"> Conduct first round of candidate interviews with the Search Committee and key stakeholders
	<ul style="list-style-type: none"> Finalize decision on the candidate of choice and negotiate employment agreement with the candidate
Day 90	<ul style="list-style-type: none"> Successful Candidate accepts offer of employment with a start date by 02/01/2011



Objectives and Approach

1. **Establishing the Timeline** – we will work closely with you to determine your ideal start date for your executive and then work to make sure that we agree on all target dates and activities.
2. **Input from Key Decision Makers** – we will meet with all parties who will be impacted by this executive to seek input, which will also help us understand the company, the people and the working environment. This can include setting up Public Forums to engage the community in assisting in the process.
3. **Developing the Candidate Profile** – through extensive interviews we will gain a complete understanding of the mission and goals of the company and begin to create the profile of the executive you are seeking.
4. **Candidate Pool and Search Techniques** – we will use our own extensive internal database, our personal and professional connections, competitor intelligence, targeted recruiting, industry specific sourcing and other recruiting tools to begin to identify the perfect candidate.
5. **Screening Process** – we will conduct interviews to qualify each candidate, whether it is an internal candidate or an external one, prior to presentation to you, and will conduct an extensive background check on each potential candidate.
6. **Selecting Candidates for Client Review** – we will present the key decision makers with a portfolio of candidates for consideration and will discuss each candidate's skills and qualifications in detail.
7. **Choosing the Finalists and the Interview** – once the client has reviewed the candidates and has selected the finalists, interviews with the key decision makers or the Selection Committee will begin.
8. **Hiring** – all candidates will have been pre-qualified on the salary range, benefits and we will assist in all final employment matters.





Developing the Candidate Profile

Affion's approach to executive searches is a very personal and systematic one. Our success is dependent on the access and information granted to us by the client organization, so that we can gather all the information possible to have a true understanding of the client's needs. Only if we know the organization intimately and develop a very thorough and detailed profile of the ideal candidate, can we be assured of the right match for the organization and the individual who is ultimately selected.

We pride ourselves in the value we bring to the table by working with the client to develop the profile of the ideal candidate from which to conduct our search. We do this by spending a great deal of time with the chief decision makers, elected officials, etc. at the very beginning, learning the history of the position, the mission and goals of the Organization, the past successes and failures of the position, staff, budget and virtually everything the selected candidate would need to have experience and success addressing. In order for us to locate the ideal leader for an organization, we must know where that organization wants to go and what it will take to get it there.

Each search is different and we invest as much time in getting to know the style and organizational culture of our client as we do getting to know each candidate under consideration. We develop a strong relationship with the decision makers and people with whom the potential candidates would be working to ensure the right match. We spend time with the decision maker(s) to understand their idea of the "ideal" candidate, their own management style, and what the position means to them and to the organization. We learn and adopt the Organization's vision, so that we are able to recruit candidates who will embrace those goals and lead a strategy that will support that vision.

We prefer to interview other successful executives at the peer level of the vacant position to get an understanding of the kind of leaders who are successful in the Organization. We also find it valuable to interview some subordinate level staff, if possible, to assess some of the challenges or strengths within the current resources that the incoming executive would find.

These early stages of the search are, in our mind, the most important. Our entire search team, including our assigned recruiter(s), is involved in this information gathering/ relationship process from the beginning so we all know exactly what our client is seeking in applicants and are qualifying candidates on the client's organizational culture.

For national searches, our team also investigates the community in which the position resides. We investigate the public and private school options, and even spend time with a realtor to get a feel of the local housing market for relocation. All of this helps us when we screen and sell candidates on the position.

From the interviews and fact gathering, we will prepare a comprehensive Candidate Recruitment Profile for the position, with the desired qualifications and characteristics, for approval by the Client's designee(s). It is from this customized Profile that we conduct our systematic search.

Input from Stakeholders

The first steps in any search begin with our onsite stakeholder meetings. The purpose of the stakeholder interviews is to allow Affion an intimate understanding of the organization, the people and the environment. These interviews are how we develop the two key profiles in which the search is built around. The first profile is the position profile. The position profile includes not only the requirements the successful individual will possess but also what they will be doing on a daily, weekly and monthly basis. This profile is critical in analyzing the potential candidate's previous experience. The second profile is the candidate profile in which we spoke previously about. This profile allows Affion to define the type of individuals that will be successful in your organization.

The stakeholder meetings begin with developing the list of individuals that will be working directly with this person. This list should include whomever the individual is responsible for reporting to and anyone who may be directly involved with the hiring and interview process. Affion is committed to spending as much time as necessary on the stakeholder meeting to ensure a successful placement.

The stakeholder meetings are approximately one-hour interview session in which our team will ask probing questions to what will make the candidate successful. These are generally done on an individual basis.

Additional stakeholder meetings including public input will be scheduled at the discretion of the selection team. We have a long history of being very inclusive with our stakeholder process and often meet with community leaders, business leaders, civic and religious leaders as well as neighborhood associations.

Candidate Pool

Affion is a relationship driven, select targeting firm. We use our own internal database to draw upon potential candidates with whom we have built relationships and/or referrals. We use the telephone to reach out to referrals and candidates initially. We use the Internet as well as select research firms to investigate credit, criminal and other background checks and to obtain any written publications authored by, or regarding, the candidates. Beyond this limited use of technology, our efforts are all carried out in person. We post the job on the Internet or advertise in print as required by the client organization. Even our utilization of networks of professional or trade associations, is done in person. This personal approach is how we have been most successful in targeting and attracting the best and most diverse selection of candidates.

Each Affion recruitment effort is customized specifically to the client organization's needs and preferences. One of the additional values achieved from the time we spend in the beginning is getting to know the client organization and its culture and obtaining mutual agreement on a process that works for both of us. While we have a very strict and systematic internal qualifying/screening process, it is only visible to the client in the result it produces. Any processes external to our qualifying/screening process may be modified to accommodate the client's organizational needs.

Affion Process in Screening

While the general steps outlined herein are the basis of the Affion search, flexibility is built into our model to accommodate a particular client's preferences. Our search is customized to best meet the needs of our client and as long as we are not asked to forego steps to ensure quality, modifications or additions can be made.

Sourcing/Recruiting Candidates

Our Senior Executive Recruiters (100% dedicated to this search) will identify candidates who have been successful in like organizations in similar positions. We search from a variety of sources to ensure development of a broad representative pool in terms of affirmative action efforts and experience; including our own network of contacts and files; public or private entities, professional and other associations and organizations related to the position and referrals. We do targeted advertising in publications specific to the position.

Targeted Recruiting

Affion maintains a national database through extensive networks in industry specific business groups, trade and professional organizations. To further ensure a diverse candidate pool, we also source candidates from professional organizations and networks that are ethnic and gender specific. We reach out to a variety of sources to collectively find the best talent available.

As a result of our previous and ongoing recruiting efforts within government and quasi-government organizations, (local, city, county, and state) Affion has, and continues to build, an expansive network of candidates that includes the best and the brightest in the public sector. That network of candidates exemplifies our professional commitment to building valued relationships, knowing the individuals' experience and leadership styles, and understanding their needs and career goals. By operating within these guidelines, our deliverable to our client results in being a known and trusted entity.

Screening/Qualifying Candidates

Our Senior Executive Recruiter conducts preliminary screening interviews of all in-house candidates and the most promising candidates to determine their qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered. Preliminary screening will be based on a resume rating instrument developed from criteria contained in the customized Candidate Recruitment Profile, information contained in the resumes submitted to Affion, and Affion's knowledge of the people and organizations with whom and in which we work. At this point in the search, our recruiter is also securing preliminary, confidential reference information on the most promising candidates (as available and appropriate) to verify experience and qualifications; i.e., to ensure that it is worthwhile proceeding with them.

After qualifying the best candidates into our process, those individuals are subjected to two more rounds of interviews by additional Affion Executive staff. The same criteria are used, but the emphasis here, is on organizational and cultural fit, and political acumen. This process assures the quality we demand of the short list of semi-finalists that are selected.

All candidates are met face-to-face when possible. If the face-to-face interviews cannot be arranged then video conferencing is arranged to ensure that the recruiters and executives within Affion are comfortable with the candidates they are presenting for consideration.

Background Investigation

When all members of the Affion qualifying team have agreed that the candidate fits the desired profile we begin extensive background checks to include: criminal, education, and financial investigations. Reference calls are completed. Political Internet searches are conducted. This entire procedure is intended to further eliminate unqualified candidates, and to validate the credentials of the final candidates in process.

Selecting Finalists for Promotion to Client

From our rigorous qualifying process and investigation, Affion typically narrows the field of qualified candidates to the top 6-8. We present all of the Client's designated representatives with a comprehensive book of material on each of the selected individuals. These books contain summary profiles, resumes, applications, articles by or regarding the candidate, pertinent work product, and photographs of those candidates whose qualifications, work experience, achievements, and/or other special qualities qualify them for the position. This comprehensive Confidential Report on each candidate covers not only the candidate's working career and those personal aspects that are relevant to the position, but also our appraisal of how the candidate's competencies compare to your specific needs and environment. Affion and the Client's representatives will meet to review the detailed contents of the book.

Internal Candidates

Affion always screens and evaluates those applications and resumes received by the Client from in-house or outside applicants to insure, on the client's behalf, that the process is considered fair to all applicants and to determine if any of these individuals are qualified, viable candidates. Often, at the client's preference we keep all in-house applicants in process until the final qualifying phases of the search process, unless it is clearly established that certain individuals are not qualified.

We review, evaluate and acknowledge in writing all applications and resumes received. Additionally, we ask that all solicitations for consideration made directly to the client be forwarded to Affion immediately to avoid duplication of efforts and take work off the client's shoulders.

Client Selection of Candidates for Interview

Affion would work closely with the hiring team for selecting the finalist. Affion will make a portfolio presentation to the key stakeholders which will include; the resume, a brief bio written by the candidate, a description of the candidate's strengths and weaknesses, and an answer to the questions "Why Should I be the Next..." Upon our face-to-face presentation of the finalists, with our recommendations and comprehensive background information, we require that the Client select the number and names of the candidates it wishes to interview in person.

Upon the Client's direction, Affion personnel will coordinate with Client personnel to arrange interviews with the top candidates selected for consideration. Affion will work with the client to coordinate any travel or accommodation details that may be needed for each outside candidate.

Client Interviews and Final Selection

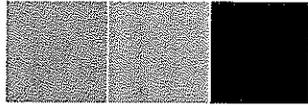
The finalist interviews would be conducted in conjunction with the wishes of the hiring team. Affion typically suggests that the hiring team utilize panel interviews and also perhaps a candidate presentation. The candidate presentation would be an oral presentation accompanied by a visual presentation. We typically ask all candidates to prepare a twenty-minute presentation in a power-point format. This presentation can be on a topic agreed upon by Affion and the client. The purpose of this presentation is to allow the selection committee to see how the candidates communicate their thought process and the candidate's ability to effectively express those thoughts to their audience.

The formal interview would involve the same set questions asked to each candidate by the same panel member. This allows the selection committee to evaluate each candidate on a fair and equal field. These questions are agreed upon in advance with Affion and the selection committee. Affion will be involved throughout the entire interview process to facilitate the interviews.

Hiring

Once it is time for a hiring decision, Affion will provide assistance on final employment matters, such as the negotiation process with successful candidates and notification to unsuccessful candidates.

Any candidate that is presented for consideration will have been pre-qualified on the salary range, benefits and relocation package. Once the finalist has been selected it is our standard practice that the client sends a formal offer letter to Affion on behalf of the successful candidate. Affion will facilitate the signature and closing of the process.



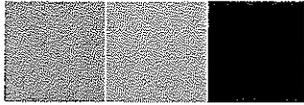
Statement of Diversity

Diversity is one of our core values, as well as part of our heritage. It acknowledges and celebrates the richness and value created by the differences among our employees, our customers, our service offerings, and our businesses. It is about people, backgrounds, lifestyles, ideas and balance between our work and personal lives. It is about maximizing the contributions from all members of our team so that we deliver greater value to our customers. It is about valuing differences. It is not a code word for affirmative action. It is much larger than that. It is about valuing differences. It is about inclusion. It relies on standards of performance and behavior, which lead to mutual respect. Diversity is about effectively using our collective talent to create a competitive advantage that leads to success – both for our internal support staff and contract workforce. Arcus is truly committed to effectively recruiting and maintaining a diverse workforce.

Affion maintains an Affirmative Action Program and policy to afford equal employment opportunity to all without regards to race, color, religion, sex, national origin, sexual orientation, handicap or disability or status as a disabled veteran or a veteran of the Vietnam War era. We take affirmative action to ensure applicants for employment and employees are treated without regard to these characteristics. The sole basis for decisions regarding employment status has been, and will continue to be, an individual's qualifications, and based only on valid, non-biased job requirements in positions being filled. To carry out our policy, the commitment includes, but is not limited to: recruitment, hiring, promotions, transfers, compensation, benefits, layoffs, terminations, educational tuition assistance and company sponsored training and recreational programs.

Affion employs responsible reporting and monitoring procedures to ensure that all personnel actions are in strict compliance with the Equal Opportunity Policy and our Affirmative Action program. We are further committed to being an Equal Opportunity Employer by various federal, state and city laws on fair employment practices. All of Affion's advertising reflects these same important standards.

Our HR Consulting Division is proud of our success in ensuring a diverse candidate pool and is thrilled to have placed diverse candidates with public sector organizations nationwide.



Proposed Fee Outline

Full Executive Search:

Affion executive searches are full-service searches conducted by senior executives within our firm. The fee we have outlined herein is all inclusive of all phases of the search including stakeholder meetings, profile development, job postings, sourcing, recruitment, interviewing, reference checking, background checks and candidate offer negotiation.

Fee for City Manager:	\$18,000
Expenses for the search will not exceed:	\$4,000

Expenses will be billed at actual cost and include all Affion personnel travel, brochure development and printing, job posting, background checking, community meetings and video conferencing as required.

Additional expenses, which are not included in the overall fee but are expected to be reimbursed by the City of Plano, include all candidate travel expenses for the purpose of interviews with the City of Plano. This will vary depending on the location of the finalist selected.

While invoice procedures can be adjusted, our typical billing practice is to spread the fee payment over three equal installments. (One-third to be billed when the contract is signed, one-third to be billed upon presentation of the Final Candidates, and the last one-third to be billed upon the hiring of the desired Candidate.) Adjustments to our payment and billing processes are negotiable in order to best accommodate our Clients' needs. With regards to expenses, the actual, approved expenses will be billed upon completion of the search services. These expenses typically include all Affion travel, hotel, advertisements and brochures proposed for the executive search.

Guarantee

As with all of our executive searches, we are prepared to offer our standard professional service guarantee. If the hired candidate is asked to leave for reasons of non-performance, or leaves of his/her own volition in the first 12 months of employment, we will re-launch a search for a new candidate, under the original position specifications. In such a case, we will do so for no additional professional fee, though charging expenses as provided for in the original agreement. It is our commitment to partner with you from the initial signing of the contract until the candidate accepts and offer and begins employment.



**Thank you for the opportunity to submit this proposal.
We look forward to assisting you with your
Executive search needs!**

EXHIBIT "B"
Minimum Insurance Requirements

The Professional shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance coverage, the City of Plano shall not be deemed or construed to have assessed the risks that may be applicable to Professional under this agreement. The Professional shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Professional is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Commercial General Liability

General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000

City of Plano, its present and past members of the City Council, officers, employees, agents, and volunteers must be named as an additional insured.

Workers' Compensation/Employers' Liability

Coverage A (Workers' Compensation)
Coverage B (Employers' Liability)

Coverage A	Statutory Limits
Coverage B	
Each Accident	\$1,000,000
Policy Limit by Disease	\$1,000,000
Each Employee by Disease	\$1,000,000

A waiver of subrogation in favor of the City of Plano with respect to injuries/illness to Professional's employees is required. A copy of the endorsement to the policy must be submitted to the City of Plano's Office of Risk Management.

Professional Liability

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

General Requirements:

Insurance coverage provided shall be primary and non-contributory to any insurance coverage or self-insurance maintained by the City of Plano.

Insurance coverage required herein must provide a minimum of 30 days advance notice of cancellation, non-renewal, or material change except cancellation due to non-payment of premium notice requirements will be 10 days.

The City of Plano requires the Professional to provide a renewal Certificate of Insurance 15 days prior to expiration.

The Professional understands and agrees that the insurance requirements specified in herein do not reduce the liability the Professional has assumed in the indemnification/hold harmless section of the contract.

The City of Plano reserves the right to approve the security of the insurance coverage provided pursuant to this contract. Failure of the Professional to fully comply with these requirements during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract as the sole option of the City of Plano.

All insurers must be rated B+VI or higher by A. M. Best or rated A or higher by Standard & Poors.

Professional shall, prior to commencement of any services related to this contract, furnish the City evidence of insurance on a Standard Acord Form 25 (Certificate of Insurance).



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/27/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Bev Rogers ext. 7376				
CAPTION				
To approve a contract by and between the City of Plano and Southern Specialized Risk Options, LLC, in the amount of \$79,250.00 for Bi-Annual City Facility Inspection Services and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 10/11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	192,704	192,704
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-79,250	-79,250
BALANCE	0	0	113,454	113,454
FUND(S): PROPERTY/LIABILITY LOSS FUND				
COMMENTS: Funds for the inspection of city facilities were included in the adopted 2010-11 Budget.				
STRATEGIC PLAN GOAL: Outside review of city facilities to identify and correct potential hazards relates to the city's goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The Risk Management staff recommends the purchase of Bi-Annual City Facility Inspection Services Service from Southern Specialized Risk Options, LLC, in the estimated annual amount of \$79,250.00.				
Professional Services are exempt from state competitive bidding requirements.				
List of Supporting Documents: Award Recommendation Memo Contract			Other Departments, Boards, Commissions or Agencies	

MEMO

TO: PURCHASING DEPARTMENT, BEV ROGERS
FROM: DARRELL EDWARDS, RISK MANAGER
DATE: 9/15/2010
RE: **AWARD RECOMMENDATION 2010-206-C BI-ANNUAL CITY FACILITY INSPECTION SERVICES**

It is the recommendation of the Risk Department to award **2010-206-C for Bi-Annual City Facility Inspection Services** to *Southern Specialized Risk Options, LLC*. The Risk Department believes that Southern Specialized Risk Options, LLC. is capable of meeting the requirements of the aforementioned professional service contract. This contract includes city facility inspection services for all locations scheduled with the City's property insurer.

The vendor has been approved as an exception to Local Code 334.000, and are exempt from the bidding process via Local Government Code 252.022.

Total annual amount awarded for this contract is \$79,250.00

Please review and begin the necessary steps for award of this contract.

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
SOUTHERN SPECIALIZED RISK OPTIONS, LLC
BID 2010-206-C**

THIS CONTRACT is made and entered into by and between **SOUTHERN SPECIALIZED RISK OPTIONS, LLC**, a Texas limited liability company, whose address is 125 West Main Street, Suite 200, Allen, Texas 75013, 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**

Contractor shall provide all labor, supervision, materials, and equipment necessary for Bi-Annual Facility Inspection Services. These products and services shall be provided in accordance with the Contractor's Scope of Work, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "A."** The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Contractor's Scope of Work (**Exhibit "A"**);
- (b) Insurance Requirements (**Exhibit "B"**); and
- (c) Affidavit of No Prohibited Interest (**Exhibit "C"**).

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 this 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.
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the City shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

**III.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total annual compensation under this contract shall not exceed the sum of **SEVENTY NINE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$79,250.00)**.

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.

**IV.
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 paragraph **VI. INDEMNIFICATION** and paragraph **VII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**V.
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.

**VI.
INDEMNIFICATION**

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

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

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

VII. 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.

VIII. VENUE

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

**IX.
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.

**X.
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.

**XI.
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 "B"** 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.

**XII.
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.

**XIII.
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**XIV.
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.

**XV.
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.

**XVI.
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.

**XVII.
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.

**XVIII.
SUCCESSORS AND ASSIGNS**

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

**XIX.
AUTHORITY TO SIGN**

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

**XX.
HEADINGS**

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

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

SOUTHERN SPECIALIZED RISK OPTIONS, LLC

Date: 09/10/10

By: [Signature]
Name: Steven E. Haynes
Title: President & Managing Director

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

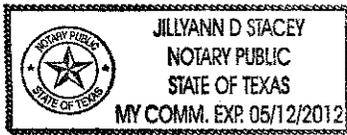
APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 10th day of September, 2010 by Steven Haynes, (Authorized representative) President & Managing Director (Title) of **SOUTHERN SPECIALIZED RISK OPTIONS, LLC**, a Texas limited liability company, on behalf of said limited liability company.



[Signature]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



Special Project Proposal



1245 McKinney Center

City of Plano, Texas

Bi-Annual Facility Inspection Services

Prepared by:

Steven E. Haynes, ARM

June 22, 2010

SOUTHERN SPECIALIZED RISK OPTIONS, LLC

Steven E. Haynes, ARM
Managing Director
214-509-9105 Phone
214-509-9715 Fax
SHAYNES@SPECIALIZEDRISK.COM

June 22, 2010

Mr. Darrell Edwards
Risk Manager
City of Plano, Texas

RE: Bi-Annual City Facility Inspection Services Proposal

Dear Darrell,

On behalf of Specialized Risk; we are pleased to present this Proposal requesting facility inspection services. This proposal is an offering for specialized risk services including safety consulting, premises assessments and facility inspection services. Specialized Risk has been conducting these services for the City of Plano for the last three years.

I have included information on our background and qualifications to assist you in evaluating this proposal. One of the strengths we bring is our experience in working with public sector organizations. I personally have performed safety consulting services for Texas insured's of insurance companies for the last three years as well as having served as a Risk Manager for a Texas City. This background allows me to work with all levels of staff within public sector organizations.

I welcome an opportunity to discuss my qualifications and the qualifications of my agencies associate staff.

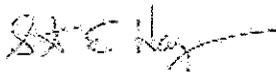
I strongly believe this is a very important initiative being undertaken by your city and applaud you for taking the initiative. As you are no doubt aware, there is a requirement in Texas Statutes which requires the city to conduct premises assessments, it is required by your insurance carriers and it is good industry best practices. The cost invested in conducting bi-annual assessments is a good return on investment considering the average award for third party injuries on Texas city facilities today is increasing annually.

I believe you will find the proposal presented by my company to be fair and fully responsive to the City's needs.

You can contact me at my office at 214-509-9105 or cellular at 214-673-1902 should you have any questions, require additional information or to schedule a time for us to meet.

Thank you for your consideration.

Most sincerely,



Steven E. Haynes, ARM
President and Managing Director

SOUTHERN SPECIALIZED RISK OPTIONS, LLC

Steven E. Haynes, ARM
Managing Director
214-509-9105 Phone
214-509-9715 Fax
SHAYNES@SPECIALIZEDRISK.COM

June 22, 2010

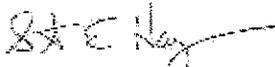
Mr. Darrell Edwards
Risk Manager
City of Plano, Texas

RE: Bi-Annual City Facility Inspection Services Proposal

Specialized Risk makes the following assurances regarding the project to automate the facility inspection process:

1. All hardware and equipment if any, purchased during this phase of the project will belong to the City of Plano and will be listed on their equipment inventory.
2. All information collected and data outputs will be the exclusive property of the City and shall be restricted in use to official City related purposes.
3. Specialized Risk is responsible for ensuring the availability of equipment and hardware, if any, and the data subscription plan during the term of the contract.
4. Any equipment, hardware or subscription plans used during the course of the project will be restricted to professional and lawful use and in a manner consistent with the City of Plano's technology policy.

Most sincerely,



Steven E. Haynes, ARM
President and Managing Director

Scope of Work

The facility inspection services will include conducting a comprehensive facility inspection at city facilities designated by the Office of Risk Management. Based on a listing of current facility inspections and a Statement of Value provided, approximately 96 separate facilities and locations will be inspected. Locations normally occupied by city staff will be jointly inspected by a joint team and those locations which are typically unmanned will be inspected by a representative of Specialized Risk who will coordinate the site visit with the Office of Risk Management.

Services Included within Scope of Work

1. Develop jointly with Office of Risk Management (ORM) a list of locations to be inspected, assist with scheduling individual location site visits, work with city staff and inspection team to conduct a thorough assessment of hazards and risks at identified sites and facilities and document inspection. Inspections will be conducted in two 6 month cycles ensuring each site or facility is inspected twice a year.
2. Document all deficiencies identified with a written report on a form approved by the Office of Risk Management and provide photographic backup of any major deficiency.
3. Provide ORM with a Master Discrepancy List to be used for tracking discrepancies and documenting close out and follow up to ensure the various departments correct any identified discrepancy or recommendation.
4. Provide documentation related to each site inspected to include the following reports; facility Survey Report, Building and Property card, Flood Zone Map, Aerial Survey form, facility Recommendation Report and any additional documentation requested by ORM.
5. Provide documents identified in Item 4 for any newly constructed facilities or provide updated documents if the facility undergoes a significant renovation or modernization.
6. Provide an annual inspection report and documentation of all indoor and outdoor pools and water parks for insurance underwriting purposes.
7. Provide an annual inspection report and documentation of all facilities and sites with an environmental liability risk for insurance underwriting purposes.
8. Provide an annual inspection report and documentation of all sites and locations that have an underground storage tank (UST), above ground storage tank (AST) or have a large amount of diesel fuel for emergency diesel generators for insurance underwriting purposes.
9. Update annually prior to property insurance renewal, the City's Master Statement of Values and Facility Information Report. The reports will be updated to include newly constructed facilities and facilities no longer owned by the City. These reports are essential for insurance underwriting purposes.
10. Coordinate and assist the ORM with an innovative project to automate the inspection recordkeeping process to ensure greater efficiency and more usability of information collected. The information collected in the as-is process is provided on a CD ROM in Word documents and Excel spreadsheets and have a limited distribution. A process to enhance and automate the reporting process will provide more user friendly access to information, allow greater distribution, and enhance the value of the information collected. Departments and functional areas needing access to the facility information such as alarm systems, fire suppression systems, fire equipment and elevator inspection will be able to access it through a master data warehouse. The new information collected during the inspection cycle will be e-mailed, using a subscription service, to a central repository where it will be transferred to a data warehouse maintained by the City. The new process will eliminate approximately 90% of the paperwork

City of Plano, Texas
Southern Specialized Risk Options, LLC
Proposal for Bi-Annual Facility Inspection Services

and in out years may allow the City to conduct facility inspections in-house and minimize the need for an outside service provider.

Inspection Procedures

The day of the visit we will check in with the contact person and display our City Contractor ID cards. The contact person does not have to accompany us but may do so if they wish. We will need access to locked areas such as the sprinkler system room and offices, etc. The facility inspection will be completed using the approved form. Digital photos of any significant discrepancy will be utilized for documentation purposes. Any issues or conflicts in conducting the inspections will be reported to the Office of Risk Management. We will capture information on maintenance related problems such as burned out lights, damaged tiling, sidewalk defects, etc and can provide this information to facilities maintenance, if so desired and if a facilities maintenance representative is not available to participate in the inspection. As a part of the inspection process, we will also visually inspect fire suppression systems, fire extinguishers, sprinkler systems, etc for current inspection and serviceability. Information on deficiencies in this area can be provided to the Fire Marshall's office or facilities maintenance, whichever is responsible for this area, if desired.

The inspections process will focus on the following:

- General Life Safety Code Requirements such as access to emergency exits and exit lighting
- Emergency and Evacuation Plan posting
- Current Workers Compensation Legal Notices posted in employee break areas
- Material Safety Data Sheets available and current
- Elevator and Fire Suppression Systems inspection periodicity
- Observe and document general workplace safety hazards and Industrial Hygiene Issues such as noise hazards and hot work permitting
- General good housekeeping practices such as storage of flammable materials and trash removal
- Premises liability exposures such as slip, trip and fall hazards
- Condition of general physical security equipment of the facility such as damaged fence line or inoperable locks or video cameras

Reports Output

A written report will be provided which addresses each of the following areas:

- Workers Compensation Exposures and Controls in place
- Life Safety Code Compliance
- Premises Liability Exposures and Controls in place to eliminate
- Specifically designated facility areas to be inspected

Digital photographs will be used to document significant liability exposures and to document building structures as requested.

A recommendations report will be generated that lists all recommendations by location in a single comprehensive report format.

Follow up of recommendations and documentation of corrective actions will be coordinated with Risk Management and the affected department.

A hard copy report and electronic version (provided in a CD) will be provided to the Risk Management staff within 30 days of the completed inspections.

City of Plano, Texas
Southern Specialized Risk Options, LLC
Proposal for Bi-Annual Facility Inspection Services

Information on flood zone location, GPS coordinates for the facility and representative photos of each location exterior will be provided and updated as changes occur. We will also collect any special facility information useful to Risk Management during the inspection process, if requested. Examples of special requests we have been tasked with includes identifying the locations with AED's.

Timeline for Completion

We anticipate we will be able to complete the inspection services in October and April of each year. This time frame should allow for the inspection process to be completed, reports generated and deficiencies corrected prior to the peak use times of summer and Thanksgiving/Christmas seasons for the public use facilities. The inspection cycle typically runs from May 1st to October 31st for the first inspection period and November 1st to April 30th for the second inspection period.

Recommendations

Any deficiencies noted will be documented in the report as a recommendation. These will be discussed with the site contact person prior to our leaving the site. Recommendations thought to be immediately dangerous to life or health will be reported to the Office of Risk Management immediately following the inspection by phone (or voicemail) and a follow-up e-mail provided. Recommendation that should be followed up on in the next 30 days or ones that are less serious and may require a long term fix, capital expenditure or budget allocation will be listed on the Master Recommendations List.

Accuracy of Information

Specialized Risk will make every effort to ensure the accuracy of the information, including the site contact person and responsible supervisor is updated at each facility site inspection and on all master reports and lists.

Follow Up on Reports

City ORM staff may request any changes or ask for clarifications once the final inspection cycle reports are provided. We would request that any requested changes be presented with 14 days of the receipt of reports to allow us approximately 10 business days to make any changes and resend to ORM.

Sample Report Documents

Sample reports and documents are being provided as a part of the proposal.

City of Plano, Texas
Southern Specialized Risk Options, LLC
Proposal for Bi-Annual Facility Inspection Services

Mutually Agreed Service Expectations

Specialized Risk will make every effort to ensure the expected deliverables are provided within the mutually agreed upon timeframes shown below:

<u>Deliverable/Expectation</u>	<u>Timeframe</u>
Missed Site Inspection	Rescheduled within the same inspection cycle
Recommendation Reports	Delivered to ORM within 10 business days of inspection
Unavailable to conduct the inspection	ASAP but no later than 48 hours before inspection
Update Insurance SOV	Completed by July 31 st of each year
Addition of newly acquire locations	Within 30 days of being notified or when we have knowledge
Updated Master Recommendations List	By the 15 th of each month for the previous month
Facility Cycle Schedule	**Completed April 1 st and October 1 st
Completed Cycle Documents (CD)	Within 30 business days of cycle close-out
Additional Services Requested by City	As mutually agreed
Facility Inspection Scheduled	ORM—minimum 2 weeks prior to the visit
Recommendations Update to SSRO	ORM—within 5 business days of receipt
Follow-Up on Recommendations	ORM—30 to 45 days from report date

**** Note:**

Due to the delay in starting services during contract process we will work with the Office of Risk Management to identify a mutually convenient date to begin the inspection cycle for 2010-2011.

City of Plano, Texas
 Southern Specialized Risk Options, LLC
 Proposal for Bi-Annual Facility Inspection Services

Pricing

SSRO offers a fair and reasonable pricing of \$79,250.00 fixed total costs for the project as outlined in the proposal to include all services listed in the Scope of Work section.

Hours are listed for estimation purposes only. Our pricing contemplates a fixed cost fee; no additional costs or fees will be charged for additional work to comply with the Scope of Work as defined.

Our fee is payable in one payment, with payment due within 30 days of invoicing, as consistent with previous year's terms.

Service	Hours Required	Unit Cost	Extended Cost
Bi-Annual Facility Inspections-96 Locations	628	\$100.00	\$62,800.00
Swimming Pool Update for Insurance Purposes-Annual	15	\$100.00	\$1,500.00
Environmental Liability Insurance List Update-Annual	30	\$100.00	\$3,000.00
Update Master Statement of Values-Annual	18	\$100.00	\$1,800.00
Update Storage Tank (UST/AST) Listing-Annual	19	\$100.00	\$1,900.00
Automation of the Facility Inspection Process	Flat Fee		\$8,250.00
SUBTOTAL			\$79,250.00
SALES TAX (8.25%)			Exempt
TOTAL			\$79,250.00

Optional Services Available to the City

The following services are available to the City but are not included in the Scope of Work previously defined. Additional fees apply as listed. Should the City be interested in any of these additional services Office of Risk Management should provide us with a Work Order showing which service it is interested in including specific scope of work detail, timeline for completion and contact person. We will then provide a fee confirmation and confirmation of our understanding of the scope of work requested. We will then schedule a preliminary project meeting and jointly develop a detailed project plan showing the scope of work to be performed, contact persons, timeline for completion of the project, fee charged and service expectations and commitments.

1. Playground Safety Inspections at Plano's 67 parks. There are approximately 116 park areas that contain baseball/softball/soccer fields or basketball courts with extensive fencing, lighting, bleachers, etc that are not included in the Specialized Risk inspection process. Several parks contain lakes and ponds, bridges, fishing piers, dog parks and Frisbee golf courses all of which are high risk, high liability locations. Our inspector is a certified Parks and Playground Safety Inspector with the ability to inspect and identify playgrounds, bleachers, and sporting areas for liability hazards and to provide documentation of discrepancies. We would conduct a site inspection annually at each of the 116 locations and provide a written report, including photographs, showing suitability or listing areas that need additional corrective measures.

We anticipate spending approximately 464 hours completing the inspection process and developing the written report documents. The total cost of these annual inspections is \$46,400.

2. Large Loss assistance is available for any large or unusual property or liability loss on request. Steven Haynes is an experienced multi-line claims adjuster licensed in Texas and has extensive background in working with municipal clients. He is available to conduct claims investigations and assist the general adjuster with special issues.

Work will be performed on an as-requested basis and billed at \$100 per hour.

3. Specialized Risk has worked with staff at the Inter-Urban Railway Museum and various libraries in an effort to identify and establish a value for insurance proposes of several rare and historical archives of documents. This work is outside the scope of work under the original contract.

Work will be performed on an as-requested basis and billed at \$100 per hour.

4. Specialized Risk consultants are available to assist the City in any area or special project related to safety, security, fleet safety, risk management, emergency management, industrial hygiene and environmental or occupational health on an as-requested basis.

Work will be performed on an as-requested basis and billed at \$100 per hour.

5. We have the ability to provide updated building replacement cost values for City facilities by utilizing the Boeck appraisal system.

A flat fee of \$5,000 will allow us to provide updated RC values to any 50 City designated facilities.

City of Plano, Texas
Southern Specialized Risk Options, LLC
Proposal for Bi-Annual Facility Inspection Services

6. Our consultants have experience in providing high quality digital video documentation of selected City facilities or sites detailing complete exterior appearances, approaches, significant building features and surrounding premises such as parking areas and walkways. We would also provide the same digital video for building interiors and contents. This information will be very useful for claims documentation, insurance contents valuation and proof of loss and historical reference purposes. Video media can be provided in various formats at the City's request and can be uploaded to a master data warehouse, if needed.

The fee to provide this service for all 96 locations would be approximately \$38,800. Video of 50 of the highest value public use facilities would be \$21,500. The fee to provide this service for all 96 locations and the 116 high risk park features such as sports fields, bleachers, fencing and lighting, Dog Park, fishing piers and other locations assigned by Office of Risk Management would be \$63,600. We are willing to work with ORM and develop a cost for providing this service at any combination of fixed sites requested on a pro-rata fee to be determined upon selection of the sites to be videotaped.

Note: Should the City choose to take advantage of the services discussed in Number 1-Park and High Risk Location Assessments, we would provide a discount of the video service since our consultants would be visiting the various sites to conduct the site assessments as a part of the risk assessment. A fee discounting will be determined should this package service option be desired.

Company Profile

Specialized Risk was established in February 1996 as Tactical Concepts and was reformed as an LLC and renamed in 2004 as Southern Specialized Risk Options, LLC (SSRO) to provide specialized training and consulting services to various governmental public entity clients and select not-for-profit organizations that provide services to or support public entities. Specialized Risk is wholly owned by Steven Haynes, ARM who serves as the President and Managing Director and is responsible for daily operations. He utilizes associates with varying specialties and expertise for mission or project specific assignments. Specialized Risk continues to expand its product and service offerings as new hazards emerge, and in response to developing trends in safety and security, to provide relevant up to date specialized consulting to our clients.

Our mailing address is:

Southern Specialized Risk Options, LLC
205 Parkhurst Lane
Allen, Texas 75013
Office Phone: 214-509-9105
E-mail Contact: shaynes@specializedrisk.com

Southern Specialized Risk Options, LLC specializes in public entity and not-for-profit clients exclusively. Our staff of executives, security consultants and safety specialists all possess extensive public entity backgrounds and/or experience at the federal, state or local level. Our operations staff includes former Navy SEAL's, Navy Bomb Disposal Technicians, former Secret Service Agents, former Army Delta Force Operatives, and former state police and local law enforcement officers, as well as, former city risk managers, underwriters and insurance brokers. We also have support staff members who specialize in research, analysis, data mining, civil and electrical engineering and our newest consultant has extensive experience in Organizational Psychology as it applies to school violence and terrorism.

We have chosen to keep our exclusive focus on public entities and not-for-profit agencies. It is difficult to do many things and do them all well. Our company philosophy and management strategy is to specialize exclusively in one area and set the benchmark for quality and service. The key to setting the benchmark is to give our customers what they want and need. The only way to do this is to take every opportunity to understand their unique challenges and needs. This can only be achieved by constant communication, willingness on our part to learn and to listen to our public entity partners and diligent follow through to ensure our customer's expectations are consistently met or exceeded.

The one thing that makes us unique and sets us apart from our competitors is our staff and consultants. You will be hard pressed to find any other safety and security company that has staff members with the experience not just in theories or classrooms but in actual real world situations and counter-terrorism operations that we possess. Our approaches and methods are derived from extensive real world experience in what works and what doesn't. We have assembled an extremely talented multi-disciplinary team that draws on each other's skills and experience to provide a unique service to our clients.

Our philosophy regarding this project is consistent with how we approach most projects and quite simple. We use common sense! It makes no sense for us to make elaborate, highly technical and costly recommendations that our clients don't need or can't afford or worse, that puts our customer in a precarious and uncomfortable situation by having to influence and manage multiple functional areas or departments to implement burdensome changes for which they see no relevant reason. We recognize the need to create a safe and secure environment without creating another headache.

A preliminary planning meeting will be held with the project coordinator and City staff in early July to jointly develop a detailed project plan that will include elements such as; action item/milestone, scheduled and actual completion date, individual assigned responsibility for the deliverable, a list of deliverables specific to that action item/milestone, field notes and any quantifiable measurement required.

Supplemental Information

Software and Technology

Specialized Risk has the latest in computer support and systems capabilities. We use the latest version of the Microsoft Office Suite that includes Word, Excel, and Access. We also use PowerPoint presentations extensively when doing presentations. Our systems are networked for data sharing and redundancy of data integrity. Our team uses Microsoft Exchange/Outlook e-mail to communicate and all of our systems have access to high-speed Internet connections to facilitate rapid response to customers. Additionally, all of our executives have cell phones available for 24-hour contact, secure encrypted radios, access via e-mail and fax capability. Constant, open communications, availability 24/7 and responsiveness are critical to our customers. Specialized Risk strives to make this a top priority.

Specialized Risk is a certified Marshall and Swift (Boeck) appraiser; we utilize their software programs to calculate replacement cost and green standard ratings, if requested.

We have worked with other clients to develop an automation process with the goal of eliminating hard copy paperwork, allowing greater access to the data collected and to facilitate sharing of information with functional areas which need the information.

Number of Years of Experience

Specialized Risk's staff has a minimum of 5 years experience with many having well over 25 years of experience in reviewing, developing, implementing and monitoring safety programs for public entities.

Qualifications

Specialized Risk is an approved provider and currently performs services of this nature, including building inspections, premises liability assessments, security audits and risk management operational audits for the following companies or insurers:

- Arthur J. Gallagher Risk Management
- Safety and Environmental Solutions, Inc.
- Omega Risk Group, Inc.
- Safety Resources
- AIG Insurance Company
- Lexington Insurance Company
- New Hampshire Insurance Company
- ARCH Insurance Company
- Western World Insurance Company
- Tudor Insurance Company
- Munich Re America Group
- Chubb Property Insurance Company
- ACE Insurance Company

Specialized Risk is also an approved loss control services provider (Field Safety Representative) for the Texas Department of Insurance-Workers Compensation Division.

City of Plano, Texas
Southern Specialized Risk Options, LLC
Proposal for Bi-Annual Facility Inspection Services

Identification of Key Personnel

The primary daily contacts for the city will be Andrew Haynes representing SSRO.

Associate members of the Specialized Risk team may be brought in to assist with inspection services, as needed.

A list of the locations to be inspected during each inspection cycle will be developed by Specialized Risk and approved by ORM. Once the location listing is approved, it will be provided to the Office of Risk Management who will be responsible for scheduling and coordinating the inspections with the appropriate location contact person. A copy of the scheduling e-mail will be forwarded to all persons involved with the location inspection.

In the event a scheduled inspection is cancelled, the Office of Risk Management will notify all concerned parties by phone and/or e-mail as soon as possible. The missed inspection will be rescheduled during the same inspection cycle at a mutually agreed upon date and time.

Conflict of Interest

There are no situations anticipated that would create a conflict of interest if Specialized Risk should be awarded the contract.

Continuity of Assigned Personnel

The primary key contact is located in Allen and Collin County. The key contact, Andrew Haynes, is available 24 hours a day, seven days a week and your staff will be able to contact him via cellular phone, pager, and will also be able to contact him at his residence for emergencies. Steven Haynes will serve as the backup in the event the key contact becomes unavailable to complete the scheduled inspection.

Client Information Updates

We have the capability to target via e-mail designated key staff that has an interest in industry updates. We also will schedule a periodic meeting with designated staff and will provide relevant updates during the course of the meetings. Routine updates will be communicated through normal mail and update letters as frequently as necessary.

Licensing and Insurance

Specialized Risk is licensed with the Texas Safety and Security Consultants Registry as a Risk Management Consultant. Steven Haynes is registered as a Security Consultant and Risk Manager in Texas.

We maintain a general liability and commercial auto insurance policy with \$2,000,000 occurrence limits and a \$2,000,000 aggregate limit. We maintain \$1,000,000 E&O insurance and a \$500,000 security consultant E&O policy limit. Additionally, we purchase a \$1,000,000 excess liability policy (umbrella). We do not provide workers compensation coverage since all of our employees are independent contractors and we are not required to do so under Texas Statute. Copies of our license and insurance can be provided.

Regulatory Compliance

Our agency has not been involved with any regulatory agency violations, litigation, administrative proceedings, or investigations by any organization since the company was established.

City of Plano, Texas
Southern Specialized Risk Options, LLC
Proposal for Bi-Annual Facility Inspection Services

Service Disclaimer

The purpose of our reports is to serve as a general guide to help the City of Plano make an informed evaluation of the overall condition of its various facilities and parks. The report expresses the personal opinion of the inspector based upon his visual impressions of the conditions that existed at the time of the inspection. The inspection and report are not technically exhaustive, or imply that every component was inspected, or that every possible defect was discovered. Systems and conditions that are not within the scope of the services provided by our inspectors include, but are not limited to: lead paint, asbestos, toxic or flammable materials, other environmental hazards, pest infestation, certification of compliance of playground equipment, compliance with local or national building codes, ADA compliance certifications, compliance with any specific EPA or TCEQ regulations, certification of compliance with local or national fire safety code requirements. Our reports do not constitute any express or implied warranty regarding the structural, mechanical, plumbing, and electrical, installed systems, or building code compliance or conformity and should not be relied on as such.

SOUTHERN SPECIALIZED RISK OPTIONS, LLC

Office Information

Southern Specialized Risk Options, LLC
 205 Parkhurst Lane
 Allen, TX 75013

Contact Information

Steven E. Haynes, ARM

shaynes@specializedrisk.com

Main Number: 214-509-9105

Facsimile Number: 214-509-9715

<i>LICENSING AND AGENCY INFORMATION</i>			
FEIN	37-1500961	Dun & Bradstreet ID Number	60-942-9282
Texas Surplus Lines Agency	19400	Texas General Lines Agent-Property and Casualty	955565
Texas Surplus Lines Agent	1213373	Texas General Lines Agent-Life, Accident, Health and HMO	955565
Texas Insurance Adjuster-All Lines	472699	Texas Risk Manager License	472701
Louisiana Surplus Lines Agent	323952	Florida Insurance Producer	E178056
Louisiana Insurance Producer	323952	Mississippi Insurance Agent	1000606078
Indiana Insurance Producer	465680	NAIC National Producer Number	1936046
Texas DPS-Investigations Company	A13385	Texas DPS-Private Investigator	A13385
Texas DPS-Security Consultant	DD01651	Texas DPS-Instructor	J02466
Texas General Line Agency Number	19399		

Point of Contact	Steven E. Haynes, ARM
General Administration Contact	Steven E. Haynes, ARM
E-Mail Address of Contact	shaynes@specializedrisk.com
Phone Number	214-509-9105

**TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

June 22, 2010

CERTIFICATE OF ACCOUNT STATUSTHE STATE OF TEXAS
COUNTY OF TRAVISI, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO
HEREBY CERTIFY that according to the records of this office**SOUTHERN SPECIALIZED RISK OPTIONS, LLC**is, as of this date, in good standing with this office having no franchise
tax reports or payments due at this time. This certificate is valid through
the date that the next franchise tax report will be due May 16, 2011.This certificate does not make a representation as to the status of the
entity's registration, if any, with the Texas Secretary of State.This certificate is valid for the purpose of conversion when the converted
entity is subject to franchise tax as required by law. This certificate is
not valid for any other filing with the Texas Secretary of State.GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 22nd day of
June 2010 A.D.Susan Combs
Texas ComptrollerTaxpayer number: 13715009612
File number: 0800422319

Form 05-304 (Rev. 12-07/17)

EXHIBIT A
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Office of the Secretary of State

CERTIFICATE OF ORGANIZATION OF

Southern Specialized Risk Options, LLC
Filing Number: 800422319

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Organization for the above named company have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Organization.

Issuance of this Certificate of Organization does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/07/2004

Effective: 12/08/2004



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Secretary of State

EXHIBIT A
PAGE 17 OF 48

Live Report : SOUTHERN SPECIALIZED RISK OPTIONS, LLC

D-U-N-S® Number: 60-942-9282
Endorsement: shaynes@specializedrisk.com

D&B Address	205 Parkhurst Ln
Address	Moved From: 125 W Main St Ste 200, Allen, Tx
	Allen, TX - 75013
Location Type	Single Location
Phone	UNKNOWN
Fax	
Web	

Trade Names	
Trade Names	No trade names for this company.

Company Summary

Trade Payments - Timeliness of Historical Payments

When weighted by dollar amount, Payments to suppliers average 11 days beyond terms
12-month D&B PAYDEX®: 73
 (Lowest Risk:100; Highest Risk:1) This assessment is based on D&B's 12-month PAYDEX® Score.

Predictive Indicators - Risk of Financial Stress

Financial Stress Score Class: 3
 Medium risk of severe financial stress over the next 12 months.

History & Operations

This is a single location

Manager	STEVEN HAYNES, MEMBER
Year Started	2004
Employees	11
SIC	8748
Line of business	Safety & security consulting
NAICS	541618
History Status	INCOMPLETE

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	0	-

The public record items contained herein may have been

Predictive Indicators - Risk of Payment Delinquency

Commercial Credit Score Class: 3
 Medium risk of severe payment delinquency over next 12 months.

Predictive Indicators - Supplier Evaluation Risk

Supplier Evaluation Risk Rating: 5 Moderate risk of supplier experiencing severe financial stress over the next 12 months.

Predictive Indicators - Credit Capacityfor Headquarters

D&B Rating: --

The blank rating symbol should not be interpreted as indicating that credit should be denied. It simply means that the information available to D&B does not permit us to classify the company within our rating key and that further enquiry should be made before reaching a decision. Some reasons for using a "-" symbol include: deficit net worth, bankruptcy proceedings, insufficient payment information, or incomplete history information.
 This assessment is based on D&'s D&B Rating.

News & Alerts

Alert Type	Date	Actions
Commercial Credit Score Class	06/11/2010	View

In the last 30 days, 1 alerts were generated for this company.

EXHIBIT A
PAGE 18 OF 48

DPS HOME SERVICES EMPLOYMENT ABOUT US

Person Details

[New Search](#) | [PSB Home](#)

Person Details

Status: Approved
 Name: HAYNES, STEVEN
 Gender: M

*In an effort to protect the personal information of our registrants, this site will no longer display dates of birth. It will remain as a searchable field in order to differentiate between individuals with the same name but will not display in the results screen.

License Details

Description	Issue Date	Expire Date	Status
Security Consultant (DD)	5/3/2005	4/30/2011	Active
Officer/Shareholder/Manager/Private Investigator	9/13/2005	9/13/2011	Active
Owner/Manager/Private Investigator	5/14/2003	5/14/2009	Expired
Instructor	4/21/2005	3/31/2006	Expired
Instructor	2/13/2007	1/31/2010	Expired

Employment Details

Company	License #	License Type	Hire Date	Terminate Date
SOUTHERN SPECIALIZED RISK OPTIONS, LLC.	A13385	Owner/Partner/Shareholder/Officer		
SOUTHERN SPECIALIZED RISK OPTIONS, LLC.	A13385	Owner/Partner/Shareholder/Officer		
SOUTHERN SPECIALIZED RISK OPTIONS, LLC.	A13385	Owner/Partner/Shareholder/Officer		
STEVEN E. HAYNES	DD01651	Security Consultant (DD)		
STEVEN E. HAYNES	DD01651	Security Consultant (DD)		
STEVEN E. HAYNES	DD01651	Security Consultant (DD)		
Steven E. Haynes - Instructor	H02308	Instructor		
STEVEN EUGENE HAYNES	J02466	Instructor		
STEVEN EUGENE HAYNES	J02466	Instructor		
STEVEN EUGENE HAYNES	J02466	Instructor		
Tactical Concepts Group	A11465	Owner/Partner/Shareholder/Officer		
Tactical Concepts Group	A11465	Owner/Partner/Shareholder/Officer		

Training Details

EXHIBIT A
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The option to renew licenses on-line will be made available at least 90 days prior to a license renewal date. Paper license renewals will be mailed at least 90 days prior to a license renewal date also.

Agent Profile					
STEVEN EUGENE HAYNES		Address:	205 PARKHURST LANE ALLEN, TX 75013	<input type="button" value="Appointments"/> <input type="button" value="Renew License"/>	
License ID	License Type	Qualification	Most Recent Issue Date	Exp Date	Status
1213373	Surplus Lines Agent		02/03/2003	02/03/2011	Active
472699	Adjuster	Adjuster - All Lines	08/20/1998	07/03/2010	Active
472701	Risk Manager		05/26/1999	07/03/2010	Active
955565	General Lines Agent	Life, Accident, Health and HMO	12/12/2002	07/03/2010	Active
955565	General Lines Agent	Property and Casualty	06/22/1999	07/03/2010	Active

To return to the previous screen, use the 'Back' feature of the browser.

Otherwise use

[Disclaimer link](#) | [Security and Privacy Policy link](#)

For technical assistance, you can contact us 24 hours a day, 7 days a week toll free at 1-877-452-9060.

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EXHIBIT A
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Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Southern Specialized Risk Options, LLC	
	Business name, if different from above Same	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ C..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 205 Parkhurst Lane	Requester's name and address (optional) City of Plano
	City, state, and ZIP code Allen, TX 75013	List account number(s) here (optional) N/A

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
37 1500961

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 06/22/10
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of ~~disregarded entity~~ **EXHIBIT A** and not the entity,

City of Plano
 Southern Specialized Risk Options, LLC Proposal
 Bi-Annual facility Inspection Services

Southern Specialized Risk Options, LLC

Insurance Information

Policy Number	Type	Company	Policy Amount	Inception Date	Expiration Date
049 951824	Commercial GL	Allstate	\$2,000,000	07/11/2010	07/11/2011
049 951824	Commercial Auto	Allstate	\$2,000,000	07/11/2010	07/11/2011
049 951824	Business Property	Allstate	\$50,000	07/11/2010	07/11/2011
330108 08 4163 A	Insurance-Loss Control Services-E&O	Lloyd's of London	\$1,000,000	08/10/2009	08/10/2010
BIPKG0048000	Security Consultant E&O	Arch Insurance Company	\$500,000	06/19/2010	06/19/2011
944292348	Excess Liability-Umbrella	Allstate	\$1,000,000	07/01/2010	07/01/2011
	Workers Compensation	Exempt Employer			

References

Company Name: **AIG Consultants-Lexington Insurance Company**
Company Address: **100 Summer Street, 31st Floor Boston, MA**
Point of Contact: **Dave Brown-Project Manager-Atlanta University Consortium**
Phone & Fax Number: **Phone-617-330-8333 Fax-617-716-2099**
Email Address: **Dave.Brown@aig.com**

Company Name: **Arthur J. Gallagher Risk Management, Inc.**
Company Address: **235 Highlandia Drive #200 Baton Rouge, LA**
Point of Contact: **Nancy Sylvester-Managing Director**
Phone & Fax Number: **Phone-225-906-1219 Cellular-337794-0611**
Email Address: **Nancy_Sylvester@ajg.com**

Company Name: **National Public Entity Risk Managers Association (PRIMA)**
Company Address: **Washington D C**
Point of Contact: **Ron Hayes-President**
Phone & Fax Number: **Phone-337-217-4240-Extension 3001**
Email Address: **Ron.Hayes@cpsb.org**

PROPERTY STATEMENT OF VALUES

Effective Date: 10/01/2009

ADDRESS	CITY	STATE	ZIP	OCCUPANCY DESCRIPTION (Indicate if vacant or unoccupied)	CONSTR. TYPE	PROT. CLASS	YEAR BUILT	YEAR OF BUILDING UPGRADES	NO. OF STORIES	SQUARE FEET	BUILDING VALUE	CONTENTS VALUE	EDP	VALUABLE PAPERS and RECORDS	ACCOUNTS RECEIVABLE	BUSINESS INCOME	PERSONAL PROPERTY OF OTHERS	TOTAL INSURED VALUE (TV)
	Plano	TX	75074	Municipal Center/Administration	MNC	1	1993	2005	3/5srmt	137,883	\$ 17,673,468	\$ 2,400,000	\$ 2,000,000	\$ 250,000	\$ 300,000	\$ -	\$ 50,000	\$ 22,673,468
	Plano	TX	75075	Public Television Offices/Studio	Included	1					\$ -	\$ 340,000	\$ 2,000,000	\$ 75,000	\$ -	\$ -	\$ -	\$ 2,415,000
	Plano	TX	75075	911 Dispatch Center	Included	1					\$ -	\$ 275,000	\$ 2,000,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 2,375,000
est	Plano	TX	75074	Administration	Frame	1	1979	1989	1	9,325	\$ 1,486,607	\$ 450,000	\$ 10,000,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 12,446,607
	Plano	TX	75074	Parks and Recreation Administration	Frame	1	1984		2	18,308	\$ 1,914,189	\$ 325,000	\$ 100,000	\$ 200,000	\$ 50,000	\$ -	\$ -	\$ 2,689,189
est	Plano	TX	75074	Office/Print Shop	Frame	1	1974	1991	1	12,000	\$ 702,335	\$ 425,000		\$ 100,000	\$ -	\$ -	\$ -	\$ 1,227,335
est	Plano	TX	75074	Leased Offices	Leased	1			2	2,000	\$ -	\$ 86,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,000
est	Plano	TX	75074	Vacant	Frame	1	1989		2	2,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
	Plano	TX	75074	Retail Sales-Leased	Frame	1	1950	1999	1	5,700	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,000
	Plano	TX	75074	Fire Station	MNC	1	1984		1		\$ 1,139,639	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,239,639
	Plano	TX	75074	Fire Station	MNC	1	1981		1	18,740	\$ 2,176,088	\$ 325,000	\$ 750,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 3,351,088
	Plano	TX	75074	Fire Burn Tower	MNC	1	1994		4	2,000	\$ 320,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 320,000
est	Plano	TX	75075	Fire Station	MNC	1	1973	1988	1	7,740	\$ 937,042	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,037,042
	Plano	TX	75074	Fire Station	Frame	1	1976	2001	1	5,230	\$ 672,427	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 732,427
rail	Plano	TX	75023	Fire Station	Frame	1	1976	2002	1	7,200	\$ 982,866	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,042,866
oulevard	Plano	TX	75025	Fire Station	Frame	1	1983	1988	1	7,075	\$ 687,451	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 747,451
e	Plano	TX	75023	Fire Station	Frame	1	1986		1	7,622	\$ 752,327	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 852,327
Drive	Plano	TX	75024	Fire Station	MNC	1	1988	2003	1	9,300	\$ 960,415	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,020,415
Road	Plano	TX	75024	Fire Station	MNC	1	1994		1	8,754	\$ 914,429	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,014,429

EXHIBIT

Property Statement of Values

YEAR	BUILT	YEAR OF BUILDING UPDATES	NO OF STORES	SQUARE FEET	GPS Latitude	GPS Longitude	Flood Zone	Building Elevation (ft)	Base Flood Elevation	Spinker Coverage	Fire Extinguishers	Fire Alarm System	Central Monitoring	Suppression	IGS System	Central Monitoring	Location Fenced	CCTV System	Type of Access	Type of Roof	Roof Covering	Roof Age	Roof Geometry	Roof Condition	Exterior Cladding	Special Exposures	Inspected by SSNO	Comments	
1993	See Municipal Center	See Municipal Center	4 Incubator	177,663	33°01'268 N	096°41'810 W	Zone C or Unshaded X	660	666	Yes	Yes	Yes	Yes	Dry Chemical Fire Suppression System in B11 Cab Garage	Yes	Yes	No	No	Key Card, Keypad Locks	Steel Beam	BUR	3 to 5 Years	Flat	Average	Brick Veneer	Dead End Fuel Lines for EDGs	9/16/2008	See Municipal Center	
1995/1995	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center	See Municipal Center
1975	Unknown	Unknown	2	18,829	33°01'128 N	096°41'864 W	Zone C or Unshaded X	668	677	No	Yes	No	N/A	None	No	N/A	No	No	Keypad Locks	Modified Blunten	Modified Blunten	10+ Years	Flat	Average	Brick Veneer	None	7/9/2008		
1959	Unknown	Unknown	2	2,000															Key Card and Keypad Locks			10+ Years	Flat	Average	Brick Veneer	Various Types of Computer Equipment in Large quantities	10/29/2008	Print Shop, Mailroom, Technology Services	
1984	1984	None	1	9,916	33°01'225 N	096°41'898 W	Zone C or Unshaded X	706	702	Yes	Yes	Yes	Yes	Dry Suppression System in Server Room	Yes	Yes	No	Yes	Key Card and Keypad Locks		BUR	10+ Years	Flat	Average	Brick Veneer	Various Types of Computer Equipment in Large quantities	10/28/2008	Print Shop, Mailroom, Technology Services (See 003)	
1972	1972	1997	1	18,740	33°01'581 N	096°41'958 W	Zone C or Unshaded X	666	664	Yes	Yes	Yes	Yes	Fire Suppression System Over Cooling Areas	No	N/A	No	No	Keypad Locks	Wood Deck	Shingled 2/4" Asphalt Shingles	0 to 5 Years	High Pitched	Average	Wood	Some Pharmaceutical	9/11/2008		
1984	1984	None	4	2,000	33°01'539 N	096°42'020 W	Zone C or Unshaded X	665	671	Yes	No	No	N/A	Fire Suppression System Over Cooling Areas	No	N/A	No	No	Key Card	Steel Beam	Aluminum	10+ Years	High Pitched	Average	Brick Veneer	Gasoline Air Compressor, Propane Torch, Fire and Rescue Vehicles, Equipment and Supplies	9/15/2008	24-hour Facility	
1976	2000	None	1	4,825	33°01'517 N	096°42'020 W	Zone C or Unshaded X	670	673	Yes	Yes	Yes	Yes	Fire Suppression System Over Cooling Areas	No	N/A	No	No	Keypad Locks	Steel	BUR	10+ Years	Flat	Average	Reinforced Masonry/Concrete	None	9/15/2008	Used only for scheduler training	
1978	2002	1	7,200	33°03'429 N	096°41'774 W	Zone C or Unshaded X	704	695	Yes	Yes	Yes	Yes	Fire Suppression System Over Cooling Areas	Yes	Yes	Yes	Yes	Key Card	BUR	BUR	5 to 10 Years	Flat	Average	Unfinished Masonry	Gasoline, Air Compressor, Fire and Rescue Equipment and Supplies	9/16/2008	24-hour Facility		
1983	2000	1	7,200	33°01'581 N	096°48'059 W	Zone C or Unshaded X	665	661	Yes	Yes	Yes	Yes	Fire Suppression System Over Cooling Areas	No	N/A	No	No	Key Card	BUR	BUR	10+ Years	Flat	Average	Brick Veneer	Fire and Rescue Vehicle, Equipment and Supplies	9/16/2008	24-hour Facility		
1988	2004	1	7,523	33°03'527 N	096°42'599 W	Zone C or Unshaded X	664	638	Yes	Yes	Yes	Yes	Fire Suppression System Over Cooling Areas	Yes	Yes	Yes	Yes	Key Card	Flat	BUR	10+ Years	Flat	Average	Brick Veneer	Gasoline, Chloride Air Fill System, Fire and Rescue Vehicle and Equipment	9/16/2008	24-hour Facility		
1988	2003	1	9,300	33°04'087 N	096°48'583 W	Zone C or Unshaded X	703	691	Yes	Yes	Yes	Yes	Fire Suppression System Over Cooling Areas	No	N/A	No	No	Key Card	BUR	BUR	10+ Years	Flat	Average	Brick Veneer	Gasoline and Diesel Fuel, Fire and Rescue Vehicle and Supplies	9/16/2008	24-hour Facility		
1996	2005	1	4,754	33°03'541 N	096°47'257 W	Zone C or Unshaded X	710	700	Yes	Yes	Yes	Yes	Fire Suppression System Over Cooling Areas	No	N/A	No	No	Key Card	Wood	Shingles	10+ Years	High Pitched	Average	Brick Veneer	Gasoline and Diesel Fuel, Fire and Rescue Vehicle, Equipment and Supplies, Gascode Air-Fill System	9/16/2008	24-hour Facility		
1998	None	None	1	8,234	33°03'522 N	096°50'746 W	Zone C or Unshaded X	615	611	Yes	Yes	Yes	Yes	None	No	N/A	No	No	Key Card	Wood	Shingles	9 to 10 Years	High Pitched	Average	Brick Veneer	Gasoline, Air Compressor, Fire and Rescue Vehicle, Equipment and Supplies	9/16/2008	24-hour Facility	

Facility Inspection Schedule

Followup on Recommendations Due Back To Risk Mgmt

FY 09-10	Facility	Date Inspected Completed	Date Report Sent	Number of Days	Mgmt
12/1	Melissa Compost	12/1/09	12/3/09	2	1/4/2010
12/3	Facilities Sys	12/3/09	12/3/09	0	1/4/2010
12/15	Parks East	12/15/09	12/29/09	10	1/18/2010
12/17	Rowlinson Natatorium	12/17/09	12/29/09	12	1/18/2010
12/22	Radio Shop	12/22/09	1/15/10	16	2/15/2010
1/5	Liberty Rec. Ctr.	1/5/10	1/8/10	3	2/8/2010
1/7	Haggard Library	1/14/10	1/15/10	1	2/15/2010
1/12	Parks Parkway	1/12/10	1/15/10	3	2/15/2010
1/14	Day Labor Center	1/14/10	1/15/10	1	2/15/2010
1/19	NPO	4/19/10	4/22/10	3	N/A
1/19	Child Advocacy Center	4/19/10	4/22/10	3	N/A
1/21	Tri City	1/21/10	1/26/10	5	2/22/2010
1/26	Parr Library	1/26/10	1/28/10	2	2/29/2010
1/28	Municipal Annex	1/28/10	2/4/10	7	3/1/2010
2/2	Carpenter Rec. Ctr	2/2/10	2/4/10	2	3/1/2010
2/4	Plano Centre	2/4/10	2/12/10	8	3/8/2010
2/9	Equipment Svs	2/9/10	2/12/10	3	3/8/2010
2/11	Oak Point Center	2/11/10	2/12/10	1	3/8/2010
2/16	Animal Shelter	2/16/10	2/18/10	2	3/8/2010
2/18	Highpoint Tennis Ctr	2/18/10	2/18/10	0	3/8/2010
3/2	Douglas Rec Ctr	3/2/10	3/11/10	9	4/19/2010
3/2	Plano Housing Authority	3/2/10	3/11/10	9	4/19/2010
3/2	Plano Daycare	3/2/10	3/11/10	9	4/19/2010
3/4	Public Works, EWS	3/4/10	3/11/10	7	4/19/2010
3/9	Interurban Station	3/9/10	3/11/10	2	4/19/2010
3/11	Aquatic Center	3/11/10	3/11/10	0	4/19/2010
3/16	Senior Services	3/16/10	3/23/10	7	4/20/2010
3/18	Parks West	3/18/10	3/18/10	0	N/A
3/23	Harrington Library	3/23/10	3/23/10	0	4/20/2010
3/25	Courtyard Theatre	3/25/10	4/2/10	7	4/30/2010
3/30	Pecan Hollow Golf	3/30/10	4/2/10	3	4/30/2010
4/1	Municipal Center South	4/1/10	4/2/10	1	4/30/2010
4/6	Schmelpfenig Library	4/6/10	4/6/10	0	4/30/2010
4/8	Joint-Use / 801	4/8/10	4/22/10	14	6/4/2010
4/8	Davis Library	4/8/10	4/22/10	14	NA
4/13	Police 802	4/13/10	4/22/10	9	6/4/2010
4/13	NPO BDO	4/13/10	4/22/10	9	N/A
4/15	Police HQ 800	4/15/10	4/22/10	7	N/A
4/20	Jail	4/20/10	4/22/10	2	6/4/2010
4/22	Municipal Center - 3 & 2	4/22/10	4/22/10	0	6/4/2010
4/22	Municipal Center - 1 & B	4/22/10	4/22/10	0	6/4/2010
4/27	Ridgeview Pump Station	4/27/10	4/27/10	0	N/A

4/29	Warehouse	4/29/10	4/29/10	0	6/15/2010
5/4	Robinson Justice Center	5/4/10	5/18/10	14	6/15/2010
5/6	Muehlenbeck Rec. Ctr.	5/6/10	5/18/10	12	6/15/2010
5/10	FD Admin, S1, S3, S11	5/10/10	5/15/10	5	6/30/2010
5/12	S2, S6, S4, S10	5/12/10	5/15/10	3	6/30/2010
5/14	S8, S5, S9, S7	5/14/10	5/15/10	1	6/30/2010

Under Construction:

- Fire Station 12
- EOC
- Oak Point Nature Preserve
- Outdoor Learning Center

Expansion/Remodel:

- Animal Shelter
- Carpenter Rec Center
- Gun Range

Master Recommendation Report

Rec Rpt Contact	Sent Date	Due Date	Responding Person	Rec Rpt Res Return Date	Recommendation No.	Repeat (Yes/No)	Recommendation Description	Date Fully Implemented	Requires Further Action / Resources - Anticipated Implementation	Reason for Delay	Facilities Work Order Date# (if applicable)	Comments
Dave Stephens	10/29/08	11/28/08			003-2008-10-01 (REPEAT 03-2008-04-06)	Y	Emergency evacuation maps with diagrams are not conspicuously posted in hallways notifying visitors and new employees of various exits and routes.					
Reid Choate - Equipment Services	10/28/08	11/28/08			003-2008-10-02	N	Install a lock on the access cover to the propane tank in the parking lot to prevent unauthorized access.					
Billy Clayton	10/29/08	11/28/08	Cheryl Maggione	01/15/09	003-2008-10-03	N	General Housekeeping: Need to clean up loose papers and boxes behind the print machines located near the windows.	11-2008 checked again on 01-15-09	Trenor: is keeping this area clean			
Billy Clayton	10/29/08	11/28/08	Cheryl Maggione	01/15/09	003-2008-10-04	N	Remove all non-chemicals from the flammable materials storage cabinet. This space should be used to store all chemicals.	11-2008 checked again on 01-15-09	Print shop has another cabinet for non chemicals storage			
Billy Clayton	10/29/08	11/28/08	Cheryl Maggione	01/15/09	003-2008-10-05	N	Smoking is being allowed in the storage room so long as the door is open. This is a violation of city ordinance. Post "No Smoking" signs in the area and enforce the City's "No Smoking Inside" ordinance.	11-2008 checked again on 01-15-09	No smoking sign is posted on window, the smokers are following the city's ordinance.			
Billy Clayton	10/29/08	11/28/08	Cheryl Maggione	01/15/09	003-2008-10-06	N	Staff should acquire a current Workers Compensation Notice poster from the Risk Management Department and post in a common, conspicuous location where all employees have access.	11-2008 checked again on 01-15-09	one posted in Print shop and one posted in the break room			
Billy Clayton	10/29/08	11/28/08	Cheryl Maggione	01/15/09	003-2008-10-07	N	Update the MSDS Book to include all chemicals currently used.		not completed	David Wilson and Steve Viarreal are working on this, should be completed in the next few days		
Rusty Thomas	11/19/08	12/19/08			004-2008-11-01 (REPEAT 4-2008-04-06)	Y	There is an active wet type fire sprinkler system located in the second floor computer/server room for the public safety communications system equipment. The system needs to be capped off to prevent leaking or intentional activation from turning the electronic system components. Also, the portable fire extinguisher in this area is expired and has not been inspected since 04/2006.					
Glen Brashhear	03/10/09	04/10/09			005-2009-03-01	N	In the Technology Services area, surge protectors are pig-tailed. Replace all pig-tailed protectors with individual power strips. Ensure cord length is long enough so as to not pigtail surge protectors together.					
Glen Brashhear	03/10/09	04/10/09			005-2009-03-02	N	Place a CPR face shields in the first aid kit on the second level and the first aid kit near the gym.					

Building & Property Card



City of Plano	Department Administration	Information Services
Building Name	Municipal Annex	
Building Use	IT Center/Print Shop/Mailroom	
Building Manager (Contact)	Dave Stephens	Telephone (972) 941-7660
Physical Address	1117 E. 15th Street	Zip Code 75074
Lot size (Acres, Feet, Etc.)	Building Square Footage 19,159	
Number of Floors	Built 1955/1965	Construction (State Fire Rate File) Mixed-MNC/Steel Frame
Construction: A. Foundation Slab	Floors	Concrete
Elevator(s): A. Manufacturer None	Type	
Escalator(s): A. Manufacturer None	Type	
Boiler Information (include air conditioner & electrical) Multiple Large Commercial A/C Units mounted on the roof		
Burglar Alarm Service Company	Telephone (A/C)	Phone (A/C)
Chubb Security	(972) 690-4691	
Fire Protection Service Company	Address (city, state, zip)	Fire Rate File #
Chubb Security		
Fire Insurance	Valuation	Policy Number
		Date
Insurance Information	Valuation	Policy Number
		Date
Roof	Flat - Built Up Roof	Outside Walls
Floors Served		Brick Veneer and Decorative Pebbles
Floors Served		Phone (A/C)
		Phone (A/C)

City of Plano

EXHIBIT A

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Plano - 003 - Municipal Annex - Bldg-Prop Card - 10282008

Risk Management Division

Last Updated 10/28/2008

Updated By SSRO

Facility Survey

General Information

Building Name:	Municipal Annex	Building No.	003
Address:	1117 E. 15 th Street	Survey Date:	10/28/2008
City:	Plano	State/Zip:	Texas / 75074
Department:	Administration	Division:	Information Services
Facility Inspector:	Steven E. Haynes, ARM (Southern Specialized Risk Options, LLC)		
Contact Name:	Dave Stephens	Phone Number:	(972) 941-7760
Job Title:	Supervisor		

Narrative

This facility serves as the mailroom and main Technology Services facility. It also houses the print shop. It is located in Collin County, Texas. The property is 100% occupied by the City of Plano. The Technology Services area is a secure and restricted access facility. The mailroom and print shop are located outside the secure portion of the building. It is not usually visited by members of the public. Hours of operation are Monday through Friday, 8:00 AM – 5:00 PM. The location has approximately 55 employees.

There is a small kitchen area, which includes a microwave, refrigerator and toaster oven. Office flooring is carpet and bathroom flooring is ceramic tiling. All floor surfaces are in good condition and no specific defects were observed.

The sidewalk surfaces are concrete and laid brick. The surfaces are in good condition. The walkway at the Southside entrance is covered. The parking lot surfaces are concrete and in good condition except for minor cracking. Handicap parking is adequate and well marked. Fire lanes are appropriately marked.

Landscaping includes several large, mature trees, some small- to medium-sized trees and numerous shrubs. All are well manicured.

There are no large or small natural bodies of water within several miles of this location. The main entrance faces North. Wind exposures to the property are as follows:

North: Municipal Center
 South: Small Businesses
 East: Office Building
 West: Small Businesses

This facility is located in a combination commercial and residential neighborhood. The building has not suffered storm, flood or fire damage in recent years. There are no reported crime problems at this location.

There are no special hazards near the property with the exception of large propane tanks for the emergency generators and a tall public safety radio tower in a fenced enclosure abutting the building.

The building is protected against lightning by an arresting system. The building is not protected against flood and/or storm surge by any special features or equipment though the two large server rooms are positioned on raised floating floors. There are two Emergency Generators at this location; they are located behind a protective concrete and brick barrier wall and an enclosed chain link fence.

No specific severe storm precautions or preparations are taken during severe weather.

EXHIBIT
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Building Construction

Classification	Comments
Mixed - See Comments	Original building houses the print shop area. At least one

Facility Survey

		Comments
		addition has been added since 1965. The buildings are a combination of steel frame, brick veneer on masonry and poured in place concrete.
Door Construction	Large Plate Glass	
Window Construction	Small Narrow Glass	6 feet long by 12 inches wide
Building Condition	<input type="checkbox"/> Excellent <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Basement	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Age of Building & Additions	Year Built: 1955 and 1965 Year Renovated: Varies - multiple renovations and improvements have occurred over the years -- <input type="checkbox"/> Inside <input type="checkbox"/> Outside <input type="checkbox"/> Roof	
Ground Floor Area	19,159 sq. ft.	According to appraisal
Total Area	19,159 sq. ft.	
Number of Stories	1 story	
Height of Building, ft.	12 feet	
Occupancy:	Other - See Comment	Computer Server Center, Print Shop and Mail Center
Number of Fire Divisions:	None	

Property Systems

Heating system is:	Forced warm air	Wiring system is:	Copper element
Fuel source is:	Electricity	Circuit protection:	Breakers
Cooling system is:	Forced cool air	Undesirable wiring:	None noted
Housekeeping:	Good	Smoking Controls:	Yes - Acceptable
Comments:			

Any systems upgraded in last 10 years:

Heating/AC: Yes No
 Electrical: Yes No
 Roof Cover: Yes No
 Ventilation: Yes No
 Plumbing: Yes No
 Structural: Yes No

Upgrade Details: Numerous improvements and upgrades have been performed over the last 43 years but current staff was unfamiliar with specific details

Special Hazards

Flammable or Combustible Liquids:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, explain:	
Welding or Cutting:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, explain:	
Boilers or Pressure Vessels:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, explain:	
Spray Painting:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, explain:	
Refrigeration Compressors:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, explain:	
Commercial Machinery:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, explain:	
High Value Assets:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, explain:	Computer Servers Desktop/Laptops
Other:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, explain:	

Public Protection

Fire Department within:	Less than one miles	Medical Assistance within:	Less than one miles
Number of public hydrants within 500':	2	Within 1,000':	2
Building accessibility for fire fighting is:	Good		

Private Protection

Sprinkler system:	Yes	System in service:	Yes
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EXHIBIT
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Facility Survey

<input checked="" type="checkbox"/> Wet - Static Water Pressure: 55 psi		<input checked="" type="checkbox"/> Dry - Air Pressure: 0 psi	
<input checked="" type="checkbox"/> Deluge		<input type="checkbox"/> Hydraulic design	<input type="checkbox"/> Pipe schedule
System supervision: Central Station		<input type="checkbox"/> Pre-action	
Supervision is on:		<input checked="" type="checkbox"/> Water Flow <input type="checkbox"/> Riser valves <input type="checkbox"/> Section valves <input type="checkbox"/> Temperature <input type="checkbox"/> Air pressure	
Contents unusually prone to water damage:		Yes - details:	There are numerous computer, laptops and peripheral devices and components, some of which are stored on the floor.
Stock/supplies skidded 4" off floor:		N/A	
Adequate number and type of fire extinguishers:::		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, describe	
Fire extinguishers currently serviced:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, describe:	Last Inspected June 2008 - Both Print Shop and Tech. Svcs.
Fire detection system: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Smoke detection system: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Fire alarm: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fire Alarm Type:		Central Station	
Comments:		<p>Building is approximately 45% protected. The two server rooms are protected by a FM200 Fire Suppression System. The office areas are protected by a wet sprinkler system. Systems last inspected January 2008.</p> <p>The print shop fire panel was last inspected July 18, 2008. The server room fire panel was last inspected October 2008.</p> <p>Server Room: The fire access panel at the entrance has the key broken off so the system could not be inspected.</p>	
Security system provided:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is security system monitored by: <input checked="" type="checkbox"/> Central Station <input type="checkbox"/> Local
Describe security system and any other security features at the facility:		<p>This location is monitored by a CCTV system. It is also equipped with motion sensors located near doors in main hallways. There is no security guard.</p> <p>The building is accessed via a key card system at the main doors. There are also keyed doors. An intercom and phone system is used to control unauthorized entry to the facility.</p> <p>There is no safe on the premises.</p> <p>Exterior lighting is provided via streetlights. Lighting appears adequate; however, an evaluation was not made as this survey was conducted during daylight hours.</p> <p>It should be noted that this location is critical to City operations and contains high value equipment.</p>	

Premises Liability

EXHIBIT A
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Hazard	Premises Liability	Comments
Slip/Trip/Fall	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, describe	
Attractive Nuisance	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, describe	

Facility Survey

Vehicle or Equipment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, describe	
Swimming Pool	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, describe	
Parks and Playground	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, describe	
Recreation Center	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, describe	
Athletic Complex	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, describe	
Museum/Theater Auditorium	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, describe	
Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, describe	

Building Envelope

	% of Exterior (Enter number from key below and % of Exterior)	Wind Resistance/Condition (Better than Average, Average, Worse than Average)	Comments (Comment on sign of fatigue on windows/seals/frame)
Wall openings (1-5, 0):	2-Not Designed for Extreme Wind	Average	5%
Door openings (1-4,0):	3-Not designed for wind protection	Average	10%
Exterior cladding type (1-8, 0):	3-Brick Veneer	Average	85%
External ornamentation (1-3, 0):	2-Average Ornamentation	Average	
Wind missiles (1-5, 0):	2-Protective foilage	Average	
	Yes/No	Comments (Comment on prior damage and remediation)	
Skylights:	Yes	Have leaked and been repaired in last 3 years	
Impact resistant glass:	No		

Roof Information

		Condition (Better than Average, Average, Worse than Average)	Comments (Use FM Data Sheets 1-9, 1-28, 1-28R and 1-29R for guidance)
Roof age (1-3, 0):	3: 10 years+	Average	
Roof geometry (1-6, 0):	6-Flat roof	Average	
Roof deck (1-4, 0):	1-Steel	Average	
Roof insulation (1-9, 0):	Select	Select	Not Visible
Roof cover (1-10, 0):	8-Built-up Roof	Average	
Roof fastening (1-5, 0):	4-Fully Adhered	Average	
	Yes/No	Comments (Comment on prior damage and remediation)	
Re-roof/repair:	No		
Roof openings vents/drains/parapets:	No		

EXHIBIT
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Facility Survey

Flood/Water Damage

	Type of Exposure	Distances (Within flood zone, X' from flood zone, etc.)	Comments (Comment on all risks in flood zones V or A)
Flood Zone(s) (1- 6, 0):	4-Zone C or un-shaded X		
Major bodies of water (name):	None		
Surface water exposure (describe):	None within 1 mile		
Surrounding terrain (describe):	Commercial Buildings		
Flood missiles (describe):	Minimal		
Latitude:	33°01.225' N	Longitude:	096°41.895' W
Base Flood Elevation:	702 feet	Building Elevation:	706 feet

Overall Evaluation

Fire Vulnerability (1 - 4, 0):	2-Average
Facility Safety Equipment and Procedures (1- 4, 0):	2-Average
Premises Liability Hazards and Procedures (1- 4, 0):	2-Average
Overall Evaluation of Facility (1 - 3):	Average

EXHIBIT A
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Facility Survey



Supplemental Notes / Photographs

Emergency exits doors are appropriately marked. Emergency Exit lighting is installed.

There are 10 entry and exit doors.

There is a 40-foot communication tower located at the Northwest corner of the building.

Several large capacity propane tanks are near building. They are used to power two independent emergency diesel generators.

There are two main server centers located within the facility. They are installed on floating floors and contain only one secure entrance and exit. The server rooms are protected by FM200 fire suppression systems. Emergency electrical cutoff switches are installed within the centers and allow for immediate disconnect from the exterior power grid in the event of a power surge or other emergency. The server electrical load is taken up by large UPS's until the emergency generators can power up.

First Aid kits were available at all locations.

MSDS's were available at all locations.

The Technical Services area is equipped with emergency lighting units.

EXHIBIT ^A
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Survey Report and Response Form



Building Name:	Municipal Annex	Building No.	003
Address:	1117 East 15 th Street	Survey Date:	10/28/2008
City:	Plano	State/Zip:	TX/75074
Department:	Administration	Division:	
Facility Inspector:	Steven E. Haynes, ARM (Southern Specialized Risk Options, LLC)		
Person contacted at site:	Dave Stephens		
FORM SENT TO			
Person Form Sent To:	Reid Choate - Equipment Services	Date:	10/28/2008
Person Completing Response:			
Date:		Extension:	

Please complete and return this form to **Risk Management** no later than November 28, 2008.

For each recommendation, complete the appropriate section and explain actions taken.

If your department's loss costs are being allocated back to you, you may be eligible for a credit against next year's allocation, if you return this response form to Risk on or before the due date.

After 60 days, unanswered reports will be forwarded to the Department Director.

Note: Recommendations developed by other departments will be submitted by them.

This Report confirms the survey conducted by representatives of Specialized Risk Contract Inspectors on behalf of Risk Management as part of an ongoing process to identify potential loss producing conditions. The time and courtesy extended to the team is appreciated.

During the course of the survey, the following items, where applicable, were found to be satisfactory, except as noted in the Recommendations.

- | | |
|--|---|
| <ol style="list-style-type: none"> 1.) Documented Self Inspections available for review. 2.) Current Facility Emergency Plan with posted diagram. 3.) Required legal notices and postings. 4.) Current Material Safety Data Sheets (MSDS) readily available. 5.) Current Texas elevator inspection certificate and monthly firefighter's test log. 6.) Current fire protection equipment/system inspection tags. | <ol style="list-style-type: none"> 7.) Policies & Procedures to assure safety of people and protection of property. 8.) Safe working practices, including ergonomics. 9.) Air quality and & noise issues relating to work areas. 10.) Spaces are provided for employee breaks, meals, restrooms, lockers and showers. 11.) Hazardous material storage and disposal. 12.) Proper material storage / housekeeping practices. 13.) Accessibility to facility. 14.) Security of facility. |
|--|---|

EXHIBIT A
PAGE 36 **OF** 48



Survey Report and Response Form



Recommendation No.: 003-2008-10-02

Description: Install a lock on the access cover to the propane tank in the parking lot to prevent unauthorized access.

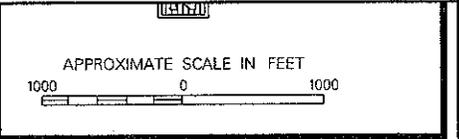
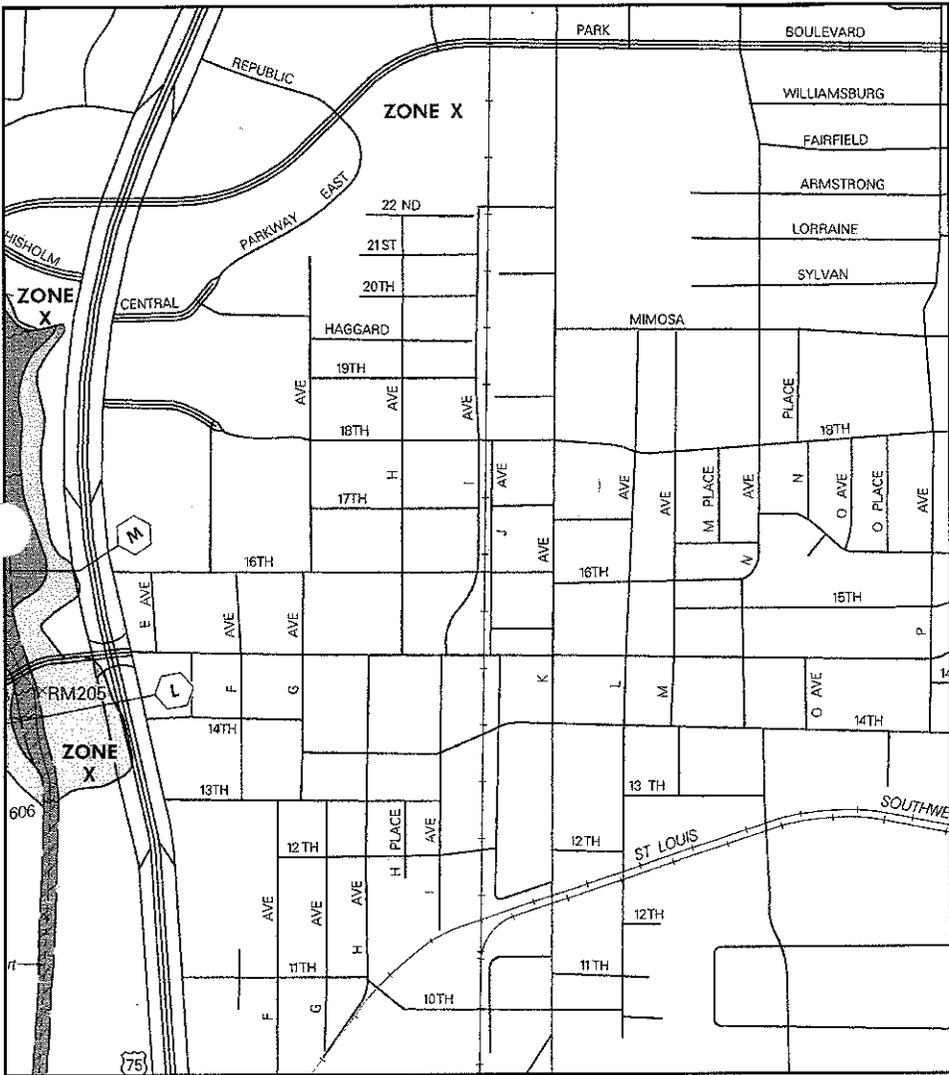
Fully implemented on (date):

Requires further action / resources, anticipated implementation date is:

Briefly explain reason for delay:

Facilities Work Order Date/# (if applicable):

EXHIBIT A
PAGE 37 OF 48



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

**COLLIN COUNTY,
 TEXAS AND
 INCORPORATED AREAS**

PANEL 440 OF 650
 (SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:	NUMBER	PANEL	SUFFIX
COLLIN COUNTY:			
INCORPORATED:	420150	0440	G
PLANO, CITY OF:	420140	3440	G

MAP NUMBER
48085C0440 G

MAP REVISED:
JANUARY 19, 1996



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov





SOUTHERN SPECIALIZED RISK OPTIONS, LLC

City of Plano
Facility Inspection Services
Protocol

Prepared by:

Steven E. Haynes, ARM
President and Managing Director

EXHIBIT A
PAGE 40 OF 48



SOUTHERN SPECIALIZED RISK OPTIONS, LLC

Summary of Services

The facility inspection services will include conducting a comprehensive facility inspection at city facilities designated by the Office of Risk Management. Based on a listing of current facility inspections and a Statement of Value provided, approximately 95 separate facilities and locations will be inspected. Locations normally occupied by city staff will be jointly inspected by a joint team and those locations which are typically unmanned will be inspected by a representative of Specialized Risk who will coordinate the site visit with the appropriate city staff person.

The inspections will focus on the following:

- General Life Safety Code
- Emergency Plan availability
- Legal Notices
- MSDS
- Elevator and Fire Suppression Systems
- Workplace safety policies and procedures
- Industrial Hygiene Issues
- Good housekeeping practices
- Accessibility and premises liability exposures
- General security of the facility

Reports Output

A written report will be provided which addresses each of the following areas:

- Workers Compensation Exposures and Controls in place
- Life Safety Code Improvement Recommendations
- Premises Liability Exposures and Controls in place to eliminate
- Specifically designated facility areas to be inspected

Digital photographs will be used to document significant liability exposures.

A recommendations report will be generated that lists all recommendations by location in a single comprehensive report format.

Follow up of recommendations and documentation of corrective actions will be coordinated with Office of Risk Management.

A hard copy report and electronic version of all documents (provided in a CD) will be provided to the Office of Risk Management staff at the end of the completed inspection cycle.



SOUTHERN SPECIALIZED RISK OPTIONS, LLC

Information on flood zone sighting, GPS coordinates for the facility and representative photos of each location exterior will be provided. We can also collect any special facility information useful to Risk Management during the inspection process, if requested.

Identification of Key Personnel

The primary daily contacts for the city will be Steven Haynes representing SSRO and Tim Billingham representing the City of Plano.

Associate members of the Specialized Risk team may be brought in to assist with inspection services, as needed.

Additional City of Plano resources to assist with the scheduled inspections typically include representatives of the Facilities Department, Fire Marshall's Office, a Division Safety Coordinator and a local facility representative.

A list of the locations to be inspected during each inspection cycle will be developed by Specialized Risk and approved by Tim Billingham. Once the location listing is approved, it will be provided to the Office of Risk Management Administrative Assistant who will be responsible for scheduling and coordinating the inspections with the appropriate location contact person. A copy of the scheduling e-mail will be forwarded to all persons involved with the location inspection.

In the event a scheduled inspection is cancelled, the Office of Risk Management Administrative Assistant will notify all concerned parties by phone and/or e-mail as soon as possible. The missed inspection will be rescheduled during the same inspection cycle at a mutually agreed upon date and time.

Regulatory Compliance

The purpose of our reports is to serve as a general guide to help the City of Plano make an informed evaluation of the overall condition of its various facilities and parks. The report expresses the personal opinion of the inspector based upon his visual impressions of the conditions that existed at the time of the inspection. The inspection and report are not technically exhaustive, or imply that every component was inspected, or that every possible defect was discovered. Systems and conditions that are not within the scope of the services provided by our inspectors include, but are not limited to: lead paint, asbestos, toxic or flammable materials, other environmental hazards, pest infestation, certification of compliance of playground equipment, compliance with local or national building codes, ADA compliance certifications, compliance with any specific EPA or TCEQ regulations, certification of compliance with local or national fire safety code requirements. Our reports do not constitute any express or implied warranty regarding the structural, mechanical, plumbing, and electrical, installed systems, or building code compliance or conformity and should not be relied on as such.

EXHIBIT A
PAGE 42 OF 48



SOUTHERN SPECIALIZED RISK OPTIONS, LLC

Timeline for Completion

We anticipate we will be able to complete the inspection services in October and April of each year. This time frame should allow for the inspection process to be completed, reports generated and deficiencies corrected prior to the peak use times of summer and Thanksgiving/Christmas seasons for the public use facilities. The inspection cycle typically runs from May 1st to October 31st for the first inspection period and November 1st to April 30th for the second inspection period.

Inspection Procedures

The day of the visit we will check in with the contact person and display our City Contractor ID cards. The contact person does not have to accompany us but may do so if they wish. We will need access to locked areas such as the sprinkler system room and offices, etc. The facility inspection will be completed using the approved form. Digital photos of any significant discrepancy will be utilized for documentation purposes. Any issues or conflicts in conducting the inspections will be reported to the Office of Risk Management. We will capture information on maintenance related problems such as burned out lights, damaged tiling, sidewalk defects, etc and can provide this information to facilities maintenance, if so desired and if a facilities maintenance representative is not available to participate in the inspection. As a part of the inspection process, we will also visually inspect fire suppression systems, fire extinguishers, sprinkler systems, etc for current inspection and serviceability. Information on deficiencies in this area can be provided to the Fire Marshall's office or facilities maintenance, whichever is responsible for this area, if desired.

Recommendations

Any deficiencies noted will be documented in the report as a recommendation. These will be discussed with the site contact person prior to our leaving the site. Recommendations thought to be immediately dangerous to life or health will be reported to the Office of Risk Management immediately following the inspection by phone (or voicemail) and a follow-up e-mail provided. Recommendation that should be followed up on in the next 30 days or ones that are less serious and may require a long term fix, capital expenditure or budget allocation will be listed on the Master Recommendations List. A written Facility Recommendation Report will be prepared and forwarded to the contact persons from the Office of Risk Management for delivery to the appropriate contact person responsible for the facility. Once completed recommendation report showing the status of recommendations is received by the Office of Risk Management, the report should be forwarded to Specialized Risk so the Master Recommendations Report can be annotated and updated. Office of Risk Management staff will develop an internal process to follow-up on recommendations more than 30 days old.

EXHIBIT A
PAGE 43 OF 48



SOUTHERN SPECIALIZED RISK OPTIONS, LLC

Accuracy of Information

Specialized Risk will make every effort to ensure the accuracy of the information, including the site contact person and responsible supervisor is updated at each facility site inspection and on all master reports and lists.

Mutually Agreed Service Expectations

Specialized Risk will make every effort to ensure the expected deliverables are provided within the mutually agreed upon timeframes shown below:

<u>Deliverable</u>	<u>Timeframe</u>
Missed Site Inspection	rescheduled within the same inspection cycle
Recommendation Reports	delivered to ORM within 10 business days of inspection
Unavailable to conduct the inspection	ASAP but no later than 48 hours before inspection
Update Insurance SOV	completed by July 31 st of each year
Addition of newly acquire locations	within 30 days of being notified or when we have knowledge
Updated Master Recommendations List	by the 15 th of each month for the previous month
Facility Cycle Schedule	April 1 st and October 1 st
Completed Cycle Documents (CD)	within 30 business days of cycle close-out
Special Projects assigned	as mutually agreed
Facility Inspection Scheduled	ORM—minimum 2 weeks prior to the visit
Recommendations Update to SSRO	ORM—within 5 business days of receipt
Follow-Up on Recommendations	ORM—30 to 45 days from report date

EXHIBIT A
PAGE 44 OF 48



CITY OF PLANO FACILITIES

Bldgs/Sites	City	Bldg. #	Name	Description	Address	Zip Code	Bldg. Sq. Ft.	Sq. Ft. Cleaned
1	20	Amphitheater	Outside Stage	2801 E. Spring Creek Parkway	75074	n/a	n/a	
2	25	Aquatic Center	Indoor Pool	2301 Westside Drive	75075	18,580	18,580	
3	100	Arbor Hills Nature Preserve	Concession	6701 Parker Road	75093	340	n/a	
4	63	Carpenter Park Rec. Ctr.	Recreation Ctr.	6701 Coit Road	75075	54,000	54,000	
5	77	Central Fire Station	Fire Administration	1901 K Avenue	75074	28,034	16,967	
6	15	Central Print Shop	Old Central Fire Station	1115 E. 15th Street	75074	12,000	12,000	
7		Child Advocacy Center	CAC					
8	34	Clark Rec. Center	Recreation Center	523 Spring Creek Parkway	75023	2,774	n/a	
9	42	Communication Tower #1	Communication Tower	1115 E. 15th Street	75093	200	n/a	
10		Communication Tower #2	Communication Tower					
11		Communication Tower #4	Communication Tower					
12		Communication Tower #5	Communication Tower					
13	47	Courtyard Theater	Theater	1509 H Avenue	75074	20,000	20,000	
14	14	Custer Pump	Custer Pump Station	1001 W. 15th Street	75074	4,956	n/a	
15	89	Davis Library	Library	7501 Independence Parkway, Building B	75025	30,000	30,000	
16	78	Day Labor	Day Labor Referral	805 Ozark Drive	75074	1,140	1,140	
17	88	Douglass Daycare	Daycare Center	1111 H Avenue, Building A	75074	8,398	8,398	
18	57	Douglass Rec. Center	Recreation Center	1111 H Avenue, Building B	75074	21,100	21,100	
19	35	Downtown Ctr. North	Lease Space	1706 K Avenue	75074	4,310		
20	98	Downtown Ctr. South	Lease Space	926 E. 15th Street, Suites 101-105	75074	6,171	n/a	
21	23	Downtown Fire/RPZ	Massinianos Restaurant	1022 E. 15th Street	75074			

Bldgs/Sites	City	Bldg. #	Name	Description	Address	Zip Code	Bldg. Sq. Ft.		Sq. Ft. Cleaned
							Bldg. Sq. Ft.	Cleaned	
22		55	Dublin Road Golf Shop	Golf Shop	1501 Dublin Road	75094	4,500	n/a	n/a
23		80	Enfield Park	Concession and R&R's	700 Legacy	75023	340	n/a	n/a
24		65	Environmental Education Complex	Communications)					
25		66	EOC (Emergency Operations	Equip./Fleet	4200 W. Plano Parkway	75093	55,810	55,810	55,810
26		4	Equipment Services / Fleet	Facility Services	4850 14th Street	75074	5,934	5,934	5,934
27		24	Facilities Maintenance	Fire Station	6540 McDermott Drive	75025	9,000	n/a	n/a
28		94	Fire Station #10	Fire Station	2630 W. 15th Street	75075	7,740	n/a	n/a
29		16	Fire Station #2	Fire Station	3520 Sherrye Drive	75074	4,825	n/a	n/a
30		17	Fire Station #3	Fire Station	6000 Roundrock Drive	75023	7,200	n/a	n/a
31		18	Fire Station #4	Fire Station	5115 W. Park Blvd.	75093	7,200	n/a	n/a
32		19	Fire Station #5	Fire Station	6651 Alma Drive	75023	7,523	n/a	n/a
33		48	Fire Station #6	Fire Station	5602 Democracy	75024	9,300	n/a	n/a
34		59	Fire Station #7	Fire Station	4621 Hedgcoxe	75024	8,700	n/a	n/a
35		79	Fire Station #8	Fire Station	6625 Parker Road	75023	9,000	n/a	n/a
36		90	Fire Station #9	Fire Station	4800 Los Rios Blvd	75074	11,473	n/a	n/a
37		51	Fire Station #11	Fire Station					
38		51	Fire Station #12	Fire Station					
39		91	Fire Tower	Admin	1901 K Avenue	75074	2,000	n/a	n/a
40			Fire Department Warehouse	Admin					
41			Emergency Operations Center	Admin					
42		44	Frito Lay Youth Ballpark	Ball park	6000 Jupiter Road	75074	4,206	n/a	n/a
43		40	Golf Maintenance Building	Golf Maintenance	4501 14th Street	75074	6,000	n/a	n/a
44		41	Golf Pro Shop	Golf Shop	1501 14th Street	75074	7,480	7,480	7,480
45		60	Haggard Library	Library	2501 Coit Road	75075	60,871	60,871	60,871
46		10	Harrington Library	Library	1501 18th Street	75074	34,400	34,400	34,400
47		68A	Hazardous Waste	Warehouse	4100 W. Plano Parkway	75093			
48		33	Heritage Farmstead Museum	Museum	1900 W. 15th Street	75075	1,217	n/a	n/a
49		95	Heritage Yards Ball Park	Ball Field	4525 Hedgcoxe	75024	340	n/a	n/a
50		39	High PointPark	Concession/Restroom	6500 Alma	75023	2-1,000		
51		61	Interurban Station	Museum	901 E. 15th Street	75074	2,458	2,458	2,458
52		22	Jack Carter Park Maintenance	Maintenance	6500 Roundrock	75023	8,500	n/a	n/a
53		26	Jack Carter Pool	Outdoor Pool	2800 Maumelle	75023	380	n/a	n/a

Bldgs/Sites	City Bldg. #	Name	Description	Address	Zip Code	Bldg. Sq. Ft.	Sq. Ft. Cleaned
54	52	Joint-Use Facility	Police Substation, Building Inspection, Customer/Utility Services	7501 Independence Parkway, Building A	75025	25,000	25,000
55	45	Liberty Park Community Center	Rec Center	2601 Glenciff Dr.	75075	30,000	30,000
56	71	MUNICIPAL CENTER	City Hall - Downtown	1520 K Avenue	75074	137,883	137,883
57	32	Municipal Ctr. South	Parks & Rec. Adm.	1409 K Avenue	75074	13,167	13,167
58	30	New Animal Shelter	Animal Shelter	4028 W. Plano Parkway	75093	12,128	12,128
59	92	Oak Point Rec. Ctr. Pool & Oak	Pool and				
60	21	Point Recreation Ctr. New	Recreation Center	6000 Jupiter Road	75074	88,000	88,000
		Parks Maintenance East	Maintenance	2901 R Avenue	75074	2,400	n/a
61	74	Parkway Op. Bldg.	Sanitation Meter	4120 W. Plano Parkway	75093	40,900	40,900
62	75	Parkway Op. Wash Bag	public works admin car wash	4120 W. Plano Parkway	75093	700	700
63	6	Parkway Park Maintenance	Maintenance	4040 W. Plano Parkway	75093	15,000	15,000
64	97	Parr Library	Library	6200 Windhaven Parkway	75093	30,000	30,000
65	62	Plano Centre	Civic Center	2000 E. Spring Creek Parkway	75074	89,000	n/a
66	58	Police Assembly 2	Police Substation	5600 Democracy	75024	3,500	3,500
67	5	Police Department (Central)	Police	909 14th Street	75074	54,454	54,454
68	86	Police Gun Range	Gun Range	4912 E. 14th Street	75074	9,948	n/a
69	49	Police Storage	Storage Building	1408 Summit, Suite 9	75074	5,700	n/a
70	81	Police Storefront (NPO)	Police Storefront	3420 K Avenue Ste. 3420	75074	1,300	n/a
71		Police Store Front (NPO)	Police Storefront	Shops at Legacy			
72	70	Police Training Center	Police Academy	4912 14th Street	75074	32,600	32,600
73	87	Property House	Police Property Storage	4920 14th Street	75074	2,655	2,655

Bldgs/Sites	City Bldg. #	Name	Description	Address	Zip Code	Bldg. Sq. Ft.	Sq. Ft. Cleaned
74	29	Radio Maintenance Building	Lease Space; Repair shop	925 22nd Street Ste. 100C	75074	3,971	3,971
75	11	Radio Tower #3	Actually in				
76	84	Radio Tower Operation	Carrollton city limits	4926 Suite A/4928 Dozier Road	75010	250	n/a
77	82	Raymond Robinson Justice Center	Jail, Courthouse, Court Records	4200 W. Plano Parkway 900 E. 15th Street	75093	250	n/a
78	69	Reuse Center		4110 W. Plano Parkway	75093	60,481	60,481
79	73	Ridgeview Pump Station	Pump Station	2501 Ridgeview	75094	350	n/a
80	27	Rowlenson Natatorium	Indoor Pool - Old			18,028	n/a
81	9	Schimelpfenig Library	Williams Nat. Library	1712 P Avenue 5024 Custer Road	75074	14,323	14,323
82	93	Senior Center	Senior Center	401 W. 16th Street	75023	30,169	30,169
83	12	Shiloh Pump	Pump Station	FM544 @ Shiloh Road	75075	21,723	21,723
84	96	Spring Creek Lift Sta.	Pump Station	503 N. Central Expressway	75094	956	n/a
85	13	Stadium Pump	Pump House	6601 Alma Drive	75075	270	n/a
86	28	Tennis Center	Tennis center	421 W. Spring Creek	75023	8,322	n/a
87	56	Thomas Gymnasium	Gymnasium Pool and	1111 H Avenue, Building B	75023	2,451	n/a
88	50	Tom Muehlenbeck Ctr	Recreation Center	5801 W. Parker Road	75074	10,728	n/a
89	76	Transit Village / Plano Station	Meeting Room Municipal	1012 E. 16th, Ste. 105	75093	88,000	88,000
90	68	Warehouse	Warehouse	4100 W. Plano Parkway	75074	2,000	n/a
91	67	White Rock Pump	Pump Station	1001 Campbell Road	75093	22,600	22,600
92	38	Willow Creek Park	Neighborhood Park	2101 Jupiter Rd	75080	270	n/a
93		Memorial Park-Sculpture Exhibit					
94		Compost Facility-Melissa					
96		Russell Creek Park	Concessions				

**City of Plano
Insurance Requirements**

Requirements

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

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

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

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

Additional Requirements:

- All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City of Plano.
- All insurance coverage required by this section must be evidenced by a certificate of insurance submitted by the contractor's insurer or broker. Certificates of insurance received from any other source will be rejected.

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

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

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

SOUTHERN SPECIALIZED RISK OPTIONS, LLC

By: *STE*
Signature
STEVEN E. HAYNES
Print Name
President & Managing Director
Title
09/10/10
Date

STATE OF TEXAS §
COUNTY OF Collin §

SUBSCRIBED AND SWORN TO before me this 10th day of September, 2010.

Jillmann D Stacey
Notary Public, State of Texas

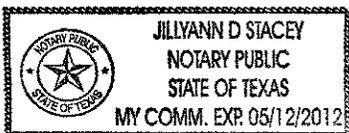


EXHIBIT C
PAGE 1 OF 1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/27/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #): Irene Pegues (7198)				Project No. 6079
CAPTION				
To approve an Engineering Services contract by and between the City of Plano and Freese and Nichols, Inc. in the amount of \$71,969 for the iSWM Based Program Implementation project and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	127,270	0	127,270
Encumbered/Expended Amount	0	-30,243	0	-30,243
This Item	0	-71,969	0	-71,969
BALANCE	0	25,058	0	25,058
FUND(S): MUNICIPAL DRAINAGE FUND				
<p>COMMENTS: Funds are available in the FY 2009-10 Municipal Drainage operating budget for this project. Approval of this item will allow the City to enter into an agreement with Freese & Nichols, Inc. for engineering services related to stormwater and drainage program implementation and plan review.</p> <p>STRATEGIC PLAN GOAL: Contracting professional engineering and consulting services for the stormwater program relates to the City's Goal of "Financially Strong City with Service Excellence" and "Great Neighborhoods – 1st Choice to Live".</p>				
SUMMARY OF ITEM				
This agreement with Freese and Nichols, Inc. is for engineering services for iSWM Based Program Implementation project to include development of the list of items necessary for the City to implement a stormwater program for development and redevelopment projects based on the North Central Texas Council of Governments Integrated Storm Water Management (iSWM) Manual and an associated timeline for that implementation.				
The contract fee is for \$71,969.00 and is detailed as follows:				
Research and Data Collection		\$	20,786.00	
Comparison of Existing Development Process to iSWM		\$	36,351.00	
Development of Implementation List & Timeline		\$	14,832.00	
TOTAL		\$	71,969.00	
Funding is available from the Municipal Drainage Fund. Staff feels the fee is reasonable for this project.				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

iSWM BASED PROGRAM IMPLEMENTATION

PROJECT NO. 6079

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **FREESE AND NICHOLS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other **iSWM BASED PROGRAM IMPLEMENTATION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS

PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made

during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Public Works & Engineering Department
P.O. Box 860358
Plano, TX 75086-0358

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

Freese and Nichols, Inc.
1701 North Market Street, Suite 500, LB 51
Dallas, TX 75202
Attn: Mike Wayts

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

CONTINUED ON NEXT PAGE

F. Effective Date:

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

SIGNED on the date indicated below.

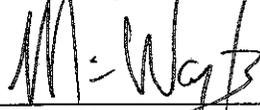
XVII. Authority to Sign

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

FREESE AND NICHOLS, INC.

A Texas Corporation

DATE: 9/16/2010

BY: 
Mike Wayts, P.E., CFM
PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 16th day of September, 2010, by **MIKE WAYTS, P.E., CFM, PRINCIPAL** of **FREESE AND NICHOLS, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Leah K. Granger
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

**EXHIBIT A
SCOPE OF SERVICES
CITY OF PLANO iSWM BASED PROGRAM IMPLEMENTATION
PROJECT No. 6079**

PROJECT DESCRIPTION:

The goal of this project is to assist the City of Plano Public Works & Engineering Department and Planning Department Staff in determining the steps necessary for adopting a NCTCOG Integrated Storm Water Management (iSWM) based program for use in the City's project development and re-development process.

The first phase of this process will be to evaluate the City's existing storm water program requirements, ordinances and goals. Secondly compare the City's existing development process and TCEQ MS4 stormwater permit requirements to what is listed in the current 2010 iSWM program with proposed local criteria. The end product of this part of the project is to develop a list of steps or items necessary for completion by the City of Plano to adopt and implement an iSWM based program and provide an implementation timeline/schedule for these items to be accomplished.

Depending on the identified items necessary for adoption and the schedule determined above, the City will negotiate a modification to this contract to perform additional engineering services to assist the City in completing identified items in the recommended process.

BASIC PHASE ONE SERVICES:

Task 1. Research and Data Collection

A. Meeting 1 – Meet with City of Plano Engineering Department and Planning Department staff for a project kick-off meeting to perform staff introductions, provide contact information, discuss the project scope and the proposed work schedule. Provide the City with a presentation and written outline overview of impending State and Federal stormwater regulations. Provide a short presentation with a written outline of the current iSWM requirements and development process and discuss how iSWM can be implemented into the City of Plano's development process.

B. Obtain and review current City of Plano and NCTCOG documents and manuals that will be used in evaluating the City's current processes and procedures include the following:

City of Plano:

- Plano's TPDES MS4 Permit and Storm Water Management Plan

- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Manual for the Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Special Provisions to Standard Specifications for Public Works Construction, 1997
- Current Zoning Ordinance
- Current Subdivision Ordinance
- Current Plan & Plat Checklists
- Pre-Application Conference & Development Approval Process Form

NCTCOG:

- Standard Specifications for Public Works Construction, 1998 Amendment.
- NCTCOG iSWM Manual for Construction and Development, 2010 (Specifically the Criteria Manual and the Program Guidance Sections).

- C. The City Staff will prepare and provide the consultant with possible revisions of the iSWM requirements and development process indicating processes or requirements that the City may wish to modify for City adoption. An electronic copy will be provided to the consultant at least one week prior to Meeting 2.
- D. Provide the City with a draft outline of the City of Plano's existing development review process at least one week prior to Meeting 2.

Task 2. Comparison of Existing Development Process to iSWM Process

- A. Meeting 2 - Meet with City Staff to review and approve the submitted outline of the City's existing development review process. Review and finalize the City's list of possible revisions to the iSWM requirements and development process.
- B. Prepare final outlines of the City's existing development review process and the City's possible revisions to the iSWM requirements and development process. Submit to the City at least one week prior to Meeting 3.
- C. Meetings 3 & 4 -- Prepare and present a comparison of the existing City of Plano development review process outline and the City's possible revisions to the iSWM requirements and development process in a written item by item format. Identify any differences, conflicts, additional steps or changes in when development/design information would be required to be submitted to the City.

- D. Review the existing City of Plano TPDES MS4 Permit including the associated Storm Water Management Plan and prepare a preliminary list of any additional requirements or duties (e.g. inspections, enforcement, record keeping, etc.) that would appear to be required by individual Departments and Divisions if the City were to adopt the possible revisions to the iSWM requirements and development process for post development stormwater runoff controls.
- E. Submit six (6) copies of a draft report summarizing the results of the comparison from Task 2.C and the preliminary list from Task 2.D to the City Staff for review and comment. Submit the copies at least one week prior to Meeting 5.
- F. Meeting 5 – Meet with City Staff one (1) time to review Staff comments and recommendations.
- G. Integrate City Staff comments and recommendations into a final report and submit six (6) copies to the City.

Task 3. Develop an Implementation List and Timeline

- A. Using the comparison data developed in Task 2 above, establish an outline list of implementation steps/items that the City would need to undertake and a timeline/schedule for the implementation of the City's proposed iSWM requirements and development process. The end goal for the timeline/schedule is the adoption of the City's proposed iSWM based program by July 2012.
- B. Submit this information to the City at least one week prior to Meeting 6.
- C. Meetings 6 & 7 – Review and finalize the information submitted in Task 3.A. In coordination with City Staff, identify the City Department or Division that would be responsible for each implementation step/item and the planned process/procedure the City Departments/Divisions would follow.
- D. Integrate City Staff comments and recommendations into a final process and timeline and submit six (6) copies to the City.
- E. With the final documents provide an itemized draft Scope of Services and proposed fee schedule for assisting the City through the recommended process.

Additional Services: The following services are additional and shall not be included in the Scope of Services unless specifically approved by the City. FNI shall inform the City when a particular service falls into the "Additional Service" category. Compensation for Additional Services shall be on an hourly basis and FNI will notify and obtain separate authorization from the City before proceeding.

1. Appearances before regulatory agencies other than the City.
2. Additional copies of reports
3. Development of a web site to provide information to the community about the Project and to receive public comments.
4. Meetings in excess of the number of meetings included in the Basic Services.
5. Meetings and assisting the City through the implementation process.
6. Preparation of applications and supporting documents for government grants, loans, or planning advances for the public works projects.
7. Assisting the City in updating ordinances that may be affected by the Project.
8. Providing Basic, Special, or Additional Services on an accelerated time schedule.

SCHEDULE OF WORK

EXHIBIT B

**COMPLETION SCHEDULE
CITY OF PLANO
iSWM BASED PROGRAM IMPLEMENTATION
PROJECT NO.6079**

Task	Working Days
Task 1. Research and Data Collection	15
Task 2. Comparison of Existing Development Process to iSWM Process	40
Task 3. Develop an Implementation List and Timeline	30
Total	85

EXHIBIT C

**PAYMENT SCHEDULE
iSWM BASED PROGRAM IMPLEMENTATION
PROJECT No. 6079**

COMPENSATION

A. **Not to Exceed:** The total fee for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges but shall not exceed Seventy-One Thousand Nine Hundred Sixty-Nine Dollars (\$71,969). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional services shall be computed based on the Schedule of Charges.

Task 1: Research and Data Collection	\$20,786
Task 2: Comparison of Existing Development Process to iSWM Process	\$36,351
Task 3: Develop an Implementation List and Timeline	\$14,832

B. **Schedule of Charges for Additional Work:**

<u>POSITION</u>	<u>MIN</u>	<u>MAX</u>
PRINCIPAL	225	285
GROUP MANAGER	205	285
SENIOR ENGINEER	150	245
ENGINEER (PE)	115	170
ENGINEER (EIT)	85	130
HYDROLOGIST	65	150
ELECTRICAL ENGINEER	85	200
MECHANICAL ENGINEER	85	200
SENIOR ENVIRONMENTAL SCIENTIST	115	220
ENVIRONMENTAL SCIENTIST	60	130
ARCHITECT (AIA)	105	245
ARCHITECT INTERN	60	120
LANDSCAPE ARCHITECT	115	145
SENIOR URBAN PLANNER	125	200
URBAN PLANNER	70	120
SR. CONSTRUCTION CONTRACT ADMINISTRATOR	110	195
CONSTRUCTION CONTRACT ADMINISTRATOR	75	150
GIS COORDINATOR	90	130
GIS ANALYST	60	130
DESIGNER	90	145
TECHNICIAN	65	120
OPERATIONS ANALYST / ACCOUNTING SPECIALIST	80	140
CONTRACT / REGIONAL ADMINISTRATOR	75	115
WORD PROCESSING/SECRETARIAL	55	90
CO-OP / INTERN	45	75

The ranges and individual salaries will be adjusted annually.

EXPENSES

<u>Plotting</u>	<u>Printing</u>
Bond \$2.50 per plot	Offset and Xerox Copies/Prints \$0.10 per side copy
Color \$5.75 per plot	Color Copies/Prints \$0.50 per side copy
Other \$5.00 per plot	Binding \$5.75 per book
<u>Travel</u>	<u>Computer</u>
50¢ per mile	Computer Usage – not chargeable

OTHER DIRECT EXPENSES

Other direct expenses are reimbursed at actual cost times multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office, and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

EXHIBIT "D"
ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2010

PRODUCER Phone: 817-820-8144 Fax: 817-870-0310
 HUB International Rigg
 777 Main St, C-50
 Fort Worth TX 76102

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

INSURED
 Freese and Nichols, Inc.
 4055 International Plz #200
 Fort Worth TX 76109

INSURERS AFFORDING COVERAGE
NAIC #

INSURER A: HARTFORD CAS INS CO

29424

INSURER B: HARTFORD ACCID & IND CO

22357

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	46UUNNW0133	10/23/2009	10/23/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMPI/OP AGG	\$2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	46UUNNW0133	10/23/2009	10/23/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	46XHUL09889	10/23/2009	10/23/2010	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	46WBZH7407	10/23/2009	10/23/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
		OTHER					

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

Project: ISWM Based Program Implementation
 Blanket Additional Insured with Blanket Waiver of Subrogation Per Written Contract The City and its employees, officers, officials, agents, and volunteers are listed as additional insureds under the Blanket Additional Insured Endorsement for General Liability and Auto with a Blanket Waiver of Subrogation on the General Liability, Auto and Workers Compensation.

CERTIFICATE HOLDER

City of Plano
 Public Works & Engineering Dept.
 P.O. Box 860358
 Plano TX 75086

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2010

PRODUCER Phone: 817-820-8100 Fax: 817-870-0310
HUB Rigg
777 Main St, C-50
Fort Worth TX 76102

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Freese and Nichols, Inc.
4055 International Plz #200
Fort Worth TX 76109

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Claims Made Retro Date 11/1/196	AEH008214422	12/30/2009	12/30/2010	\$5,000,000 Claims Made \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project: iSWM Based Program Implementation

CERTIFICATE HOLDER

City of Plano
Public Works & Engineering Dept.
P.O. Box 860358
Plano TX 75086

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **FREESE AND NICHOLS, INC.** and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **FREESE AND NICHOLS, 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.

Freese and Nichols, Inc.
Name of Contractor

By: [Signature]
Signature

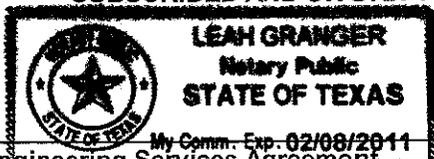
MIKE WAYTS
Print Name

Principal
Title

9/16/2010
Date

STATE OF TEXAS §
§
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 16th day of September, 2010.



[Signature]
Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/27/10		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Sharron Mason x7247				
CAPTION				
To approve the Second Modification of the contract by and between the City of Plano and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano (Contract No. 2008-102-C) RFP for Wellness and Safety Program to reduce the contract amount from \$165,225 as provided in the First Modification to \$162,800, and authorizing the City Manager or his authorized designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		0	0	0
		0	0	0
		0	2,425	4,850
		0	2,425	4,850
				7,275
				7,275
FUND(s): HEALTH CLAIMS FUND				
COMMENTS: This item, in the amount of -\$7,275 (-\$2,425 for each fiscal year, 2010-11, 2011-12 & 2012-13), modifies and reduces the existing contract for the Wellness and Safety Program to Columbia Medical Center of Plano.				
STRATEGIC PLAN GOAL: This modification to the contract for the wellness and safety program for the self-funded health plan relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Council awarded Contract No. 2008-102-C RFP for Wellness and Safety Program to Columbia Medical Center of Plano Subsidiary, L.P. dba Medical Center of Plano in the amount not to exceed \$170,000 on 07/28/08 for an initial term of two (2) years with three (3) City optional one (1) year renewals. The First Modification executed on 11/13/08 reduced the contract amount to \$165,225. This modification will reflect a decrease from \$165,225 to \$162,800.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Second Modification of Contract No. 2008-102-C				

THE STATE OF TEXAS	§	<u>Second Modification of Contract</u>
	§	By and Between City of Plano and
	§	Columbia Medical Center of Plano
	§	Subsidiary, L.P. d/b/a Medical Center
COUNTY OF COLLIN	§	of Plano

THIS SECOND MODIFICATION OF PROFESSIONAL SERVICES AGREEMENT (hereinafter "Second Modification") is made and entered into on this the _____ day of _____, 2010, by and between **COLUMBIA MEDICAL CENTER OF PLANO SUBSIDIARY, L.P., d/b/a MEDICAL CENTER OF PLANO**, a limited partnership (hereinafter "Professional") and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "CITY"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Professional entered into an Agreement on October 9, 2008 (hereinafter "Agreement") for a Wellness and Safety program (hereinafter "Services"); and

WHEREAS, City and Professional executed the First Modification on November 13, 2008; and.

WHEREAS, City and Professional desire to amend such Agreement and First Modification in certain respects as set forth herein in this Second Modification.

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

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Page 3 of 6 of **Exhibit "B-1"**, First Modification executed on November 13, 2008, is replaced with a new page 3 of 6 of **Exhibit "B-1"** which is attached hereto and incorporated herein by reference modifying the fee schedule.

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Page 5 of 6 of **Exhibit "B-1"**, First Modification executed on November 13, 2008, is replaced with a new page 5 of 6 of **Exhibit "B-1"** which is attached hereto and incorporated herein by reference modifying the Scope of Services.

IN WITNESS WHEREOF, the parties enter into this Second Modification on the date first written above.

**COLUMBIA MEDICAL CENTER OF
PLANO SUBSIDIARY, L.P. d/b/a
MEDICAL CENTER OF PLANO**

Date: _____

BY: _____
Troy A. Villarreal, FACHE
President and Chief Executive
Officer
3901 West 15th Street
Plano, Texas 75075

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2010 by **TROY A. VILLARREAL**, FACHE, President and Chief Executive Officer of **COLUMBIA MEDICAL CENTER OF PLANO SUBSIDIARY, L.P, d/b/a MEDICAL CENTER OF PLANO**, a limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

Notary Public, State of Texas

EXHIBIT B
WELLNESS AND SAFETY PROGRAM COST PROPOSAL WORKSHEET
PROPOSAL SCHEDULE FOR Medical Center of Plano

All Services to be included in the base bid shall be totaled under the base bid column. All other services shall be totaled under the Additional Services Column.

A. Health Assessment (See Note 2)

Item No.	Estimated Quantity	Unit	Description	Unit Price	Base Bid	Additional Services
1	1600	Person	Health Questionnaire	10.00	16,000.00	
2	1600	Person	Resting Blood Pressure	7.00	11,200.00	
3	1600	Person	Blood Chemistry (See Note 3)	45.00	72,000.00	
4	1600	Person	Percent Body Fat	7.00	11,200.00	
5	1600	Person	Height & Weight	5.00	8,000.00	
6	200	Person	PSA	22.00	4,400.00	

B.

7	1600	Person	Individual Summary of Health Assessment with Recommendations	10.00	16,000.00	
---	------	--------	--	-------	-----------	--

C. Immunizations/Injections

16	1200	Shot	Flu Shots	20.00	24,000.00	
----	------	------	-----------	-------	-----------	--

Total Base Bid (See Note 1)

\$162,800.00

Total Additional Services

ADDITIONAL NOTES

NOTE 1: Price increase of 3% per year, starting in year two (2) of the contract.

NOTE 2: Included in the cost of the Health Assessment are the following services:

- Scheduling of all screenings at various City sites.
- Copy costs of all related paperwork: Health History Form, Release, Schedule, Testing Instructions, Rationale for Program, Letter from Senior Management.
- Delivering of above listed paperwork to eligible employees prior to testing to minimize time away from the job.
- Marketing materials.
- Individual Reports include the following:
 - Personal Wellness Profile
 - Physician Summary Report
 - Two Copies of Blood Chemistry Analysis
 - Review of Biometric Data: HR, BP, WT, Body Fat %
 - Personal Health Improvement Recommendations by Registered Nurse
 - Progress/Trend Report (in year 2+)
- All tobacco users receive additional materials to assist with smoking cessation
- All City Employees have access via email to our health professional staff for questions, referrals, etc. (mcp.cle@hcahealthcare.com)
- 52 Weekly Health Information Bytes distributed electronically via HR.
- Attend bi-monthly Wellness Committee Meetings

The Center for Lifestyle Enhancement at Medical Center of Plano doesn't just supply the City of Plano wellness services, we supply comprehensive health management. We do this by maintaining charts in our office on all City employees and compare their results over time; make referrals to their personal physician if applicable and follow-up on critical values. An individual's health information is reviewed by a health professional who then makes personal recommendations and checks medication efficacy.

We also act as a resource for departments in establishing protocols to minimize health risks (ie. Blood Born Pathogen Exposure Protocol for Fire and Police) and provide presentations on a myriad of health topics. We encourage employees to utilize in-network providers as well as wellness benefits provided through your insurance carrier.

To increase participation and minimize time away from the job, last year we visited 22 different sites on 41 different days at 50 different times. And lastly, we are a Plano-based business.

NOTE 3: Included in the Blood Chemistry is SMAC19, Lipid Profile, CBC and TSH



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/27/10		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Sharron Mason x7247				
CAPTION				
To approve the Second Modification of the administrative services agreement by and between the City of Plano and the International City Management Association Retirement Corporation (Plan No. 305870) reducing the investment services fees and changing the renewal term to a fixed three (3) year period plus two (2) additional one-year terms, and authorizing the City Manager or his authorized designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
Second Modification to the Administrative Services Agreement for Plan Number 305870 with the International City/County Management Association Retirement Corporation (Contract No. 2005-117-C)				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Second Modification of Administrative Services Agreement				

THE STATE OF TEXAS § Second Modification of Administrative
 § Services Agreement
 § By and Between City of Plano and The
 § International City Management
 § Association Retirement Corporation
 COUNTY OF COLLIN § (Plan No. 305870)

THIS SECOND MODIFICATION OF Administrative Services Agreement (hereinafter "Second Modification") is made and entered into on this the _____ day of _____, 20____, by and between **THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION**, a nonprofit corporation organized and existing under the laws of the State of Delaware (hereinafter "Contractor"), Plano, Texas, and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Contractor entered into an Agreement on September 16, 2005 (hereinafter "Agreement") to administer the City's 457 Plan and to perform all non-discretionary functions necessary for the administration of the Plan with respect to assets in the Plan deposited with the Trust (hereinafter "Services"); and

WHEREAS, City and Contractor desire to amend such Agreement in certain respects as set forth herein in this Second Modification.

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

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, the Administrative Services Agreement is hereby modified by the deletion of Exhibit A and by amending Section 7 titled

"Compensation and Payment/Ownership of Documents" by replacing all subsections with the following:

"7. COMPENSATION AND PAYMENT/OWNERSHIP OF DOCUMENTS

- (a)** There shall be no asset-based or per-participant fees charged under this Agreement. ICMA-RC's compensation under this Agreement shall be as set forth in subsection (b) below.
- (b)** Compensation for Management Services to the Trust, Compensation for Advisory and other Services to The Vantagepoint Funds and Payments from Third-Party Mutual Funds. Employer acknowledges that in addition to amounts payable under this Agreement, ICMA-RC receives fees from the Trust for investment management services furnished to the Trust. Employer further acknowledges that certain wholly owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to The Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through the Trust. The fees referred to in this subsection are disclosed in the Retirement Investment Guide. These fees are not assessed against assets invested in the Trust's Mutual Fund Series. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plans, ICMA-RC may receive payments from such third party mutual funds or their service providers, which may be in the form of 12b-1 fees, service fees, or compensation for sub-accounting or other services provided by ICMA-RC on behalf of the funds.
- (c)** Revenue Requirement. ICMA-RC shall receive total annual aggregate revenue of no less than 0.23% from funds offered by the Plan. ICMA-RC shall pay an administrative allowance quarterly to the Employer or to the Plan in an amount equal to any revenue in excess of the revenue requirement. In the event that revenue received by ICMA-RC from funds offered by the Plan falls below the revenue requirement, ICMA-RC and the Employer shall mutually agree upon a method to make up the shortfall necessary to meet the revenue requirement. Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the EMPLOYER.
- (d)** Redemption Fees. Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption

fees are specified in the prospectus for the individual mutual fund and referenced in the Retirement Investment Guide.

- (e)** Investment Advice Service. The annual fee for the on-line investment advice service made available by ICMA-RC through its arrangement with the current vendor that provides online advice is hereby waived throughout the term of this Agreement.
- (f)** Self Directed Brokerage Account (SDBA) Fees. Each participant utilizing the SDBA will be charged a fee for the initial start-up. Other investment specific fees and transaction fees may apply to individual participant account activity. Those fees are charged by UVest Brokerage Services directly against the participant's Self-Directed Brokerage account
- (g)** Loan Fees (existing loans). Each participant with an existing loan will be charged an annual maintenance fee per loan. These fees are charged directly against the participant's individual account.
- (h)** Payment Procedures. For five years, All payments to ICMA-RC pursuant to this Section 7 shall be paid out of the Plan assets held by the Trust and shall be paid by the Trust, to the extent not paid by the Employer. The amount of Plan assets held in the Trust shall be adjusted by the Trust as required to reflect such payments. In the event that the Employer agrees to pay amounts owed pursuant to this section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets held by the Trust. Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer chooses to implement additional mutual funds outside of the ICMA-RC Mutual Fund Alliance. The compensation and payment set forth in this section 7 is contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.
- (i)** ICMA-RC shall keep such records, in accordance with its business practices and applicable law, as is advisable for the administration of the plan in the course of the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice."

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Section 13 of the Agreement, titled "Term" is amended to provide as follows:

13. TERM

This Term of this Agreement shall be extended from the date of the expiration of the initial term (as indicated in the original Administrative Services Agreement) and ending 3 years after such date. This Agreement will be renewed automatically for two additional one year terms and then thereafter for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.”

IN WITNESS WHEREOF, the parties enter into this Second Modification on the date first written above.

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION**

By: _____
Angela C. Montez
ASSISTANT CORPORATE SECRETARY

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2010 by **ANGELA C. MONTEZ**, Assistant Corporate Secretary of a **THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION**, a nonprofit corporation organized and existing under the laws of the State of Delaware, on behalf of said nonprofit corporation..

Notary Public, State of Texas

STATE OF TEXAS §
 §
 §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/27/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):			Irene Pegues (7198)	
			Project No. 5715	
CAPTION				
To Weir Bros. Inc. increasing the contract by \$35,956 for Razor Road from Ohio Drive to SH 121.Change Order No. 6. Original Bid No.2009-81-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	938,351	3,443,649	0	4,382,000
Encumbered/Expended Amount	-938,351	-3,160,295	0	-4,098,646
This Item	0	-35,956	0	-35,956
BALANCE	0	247,398	0	247,398
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This change order, in the amount of \$35,956, will leave a current year balance of \$247,398 for the Razor – Ohio to SH 121.				
STRATEGIC PLAN GOAL: Street improvements relate to the City's Goals of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This change order, in the amount of \$35,955.71, is for adjusting the quantities of various items of work based on field measurements and some additional work performed during the construction.				
Staff recommends approval of Change Order No. 6. The contract total will be \$4,418,535.31, which includes change orders of 5.22% of the original contract amount of \$4,199,511.92.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 6			N/A	

CHANGE ORDER NO. 6

**RASOR ROAD FROM OHIO DRIVE TO SH 121
PROJECT NO. 5715
PURCHASE ORDER NO. 103715
CIP NO. 33-31411
BID NO. 2009-81-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **WEIR BROS., INC.**, for the **RASOR ROAD FROM OHIO TO SH121 PROJECT** dated **June 22, 2009**.

B. DESCRIPTION OF CHANGE

This change order will add additional items of work and revise quantities based on field measurements.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
17	Modular unit retaining wall	2778	3280.03	SF	\$25.90	\$13,002.58
46	Remove Existing Pipe	57	67.00	LF	\$17.00	\$170.00
51	CL III RCP 24"	1038	1149.91	LF	\$44.00	\$4,924.04
58	REINF Conc.Box Culvert 10X5	530	539.15	LF	\$257.25	\$2,353.84
75	Culvert Rail	334	396.70	LF	\$210.00	\$13,167.00
78A	Additional Trench Safety	0	1.00	LS	\$60.00	\$60.00
100	Additional Sodding at Culvert	26,883.00	27458.00	SY	\$2.71	\$1,558.25
ADD4	Regrading Headwall at culvert	0.00	1.00	EA	\$720.00	\$720.00
	TOTAL					\$35,955.71

Original Contract Amount	\$ 4,199,511.92
Contract Amount (Including Previous Change Orders)	\$ 4,382,579.60
Amount, Change Order No. 6	\$ 35,955.71
Revised Contract Amount	\$ 4,418,535.31
Total Percent Increase Including Previous Change Orders	5.22%

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 5 day(s) to this project:

Original Contract Time	<u>200 working days</u>
Amount (Including Previous Change Orders)	<u>229 working days</u>
Amount, Change Order No. 6	<u>5 working days</u>
Revised Contract Time	<u>234 working days</u>
Total Percent Increase Including Previous Change Orders	<u>17.00%</u>

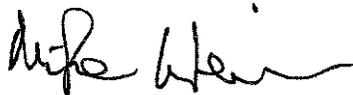
E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **WEIR BROS & INC.**, do hereby agree to append this Change Order No.6 to the original contract between themselves, dated **June 22, 2009**.

OWNER: CITY OF PLANO

CONTRACTOR: WEIR BROS., INC.

By: _____
(signature)

By:  _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: Mike Weir

Print
Title: CITY MANAGER

Print
Title: VICE PRESIDENT

Date: _____

Date: 9/15/10

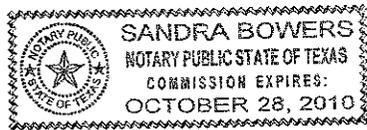
APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15 day of September, 2010, by **MIKE WEIR, VICE PRESIDENT** of **WEIR BROS. INC.**, a **TEXAS** corporation, on behalf of said corporation.



Sandra Bowers
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/27/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5388
CAPTION				
To McMahon Contracting, L.P., increasing the contract by \$46,372 for Preston at Legacy Intersection Improvements, Change Order No. 3. Original Bid No. 2009-34-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	225,206	2,212,794	0	2,438,000
Encumbered/Expended Amount	-225,206	-1,658,037	0	-1,883,243
This Item	0	-46,372	0	-46,372
BALANCE	0	508,385	0	508,385
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the 2009-10 Street Improvement CIP. This change order, in the amount of \$46,372, will leave a current year balance of \$508,385 for the Preston/Legacy Intersection Improvements project.</p> <p>STRATEGIC PLAN GOAL: Intersection Improvements relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This change order, in the amount of \$46,372.40 is for adjustments to various quantities determined to be required due to conditions encountered during construction, which differed from original quantities anticipated at the time of bidding.</p> <p>Staff recommends approval of Change Order No. 3. The contract total will be \$1,592,657.05, which includes change orders of 23.20% of the original contract amount of \$1,292,753.10.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 3			N/A	

CHANGE ORDER NO. 3

PRESTON AT LEGACY INTERSECTION IMPROVEMENTS

PROJECT NO. 5388

PURCHASE ORDER NO. 103722

CIP NO. 31441

BID NO. 2009-34-B

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **MCMAHON CONTRACTING, L.P.** for the **PRESTON AT LEGACY INTERSECTION IMPROVEMENTS PROJECT**, dated July 27, 2009.

B. DESCRIPTION OF CHANGE

The change order is for the following modifications to the contract:

1. Item 1 – Barricades, signs and traffic handling is increased by one month to cover the month of July, since the previously approved total of 9 months covered only through June and the project was not completed in June.
2. Item 6A – Remove Asphalt Base was created to pay for this item which should have been set up as a bid item. The quantity is equal to the amount of concrete paving removal, since the asphalt base was present under the concrete paving and had to be removed with the paving.
3. Item 20 – Concrete Curb Ramp had one extra curb ramp set up which was not required.
4. Item 22A – Sidewalk was added at the southwest corner of Preston/Legacy to connect the new curb ramp to the end of existing sidewalk to comply with American Disabilities Act requirements.
5. Item 24 – 15" R.C. Pipe and Item 33 – Remove Pipes had quantity increases due to conditions encountered in the field.
6. Item 43 Permanent Traffic Barrier was eliminated and replaced by added length for Item 44 Metal Beam Guard Fence.
7. Item 44 – Metal Beam Guard Fence length was increased due to elimination of Item 43 (see above) and a requirement for added length due to re-evaluation of design requirements.
8. Item 45 – Guard Fence Terminal Anchor Section was increased by one (1) since it was not required for the original Item 43 (above) but is now required for Item 44 (above)
9. Item 49 – 2" PVC Conduit – Schedule 40 was increased due to additional length requirement determined during construction.
10. Items 76, 77, 79, 80, 82, 83, 84, 86, 93, 94, 97, 98 – Pavement Markings quantities were revised to correspond with actual field measurements.

11. Items 100, 101, 106, 107, 109 – Elimination of Existing Pavement Markings and Surface Presentation for Pavement Marking Installation quantities were revised to correspond with actual field measurements.
12. Item 121 – Traffic Signal Cable (14 AWG) (9 CONDR) quantity was revised to correspond with actual field measurements.
13. Item 137 – Irrigation Relocation was created to cover the cost of relocating, an irrigation system to allow installation of a sign pole for westbound Legacy Drive east of Plano Parkway.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
1	Barr., Sign, & T.H.	9.00	10.00	MO	3,500.00	\$3,500.00
6A	Rem. Asph. Base	0.00	5,436.00	SY	\$5.50	\$29,898.00
20	Curb Ramp	11.00	10.00	EA	825.00	-\$825.00
22A	Sidewalk	0.00	45.00	SY	54.00	\$2,430.00
24	15" R.C.P.	5.00	8.00	LF	80.00	\$240.00
33	Rem. Pipes	5.00	13.00	LF	20.00	\$160.00
43	Perm. Barrier	50.00	0.00	LF	85.00	-\$4,250.00
44	MBGF	91.00	300.00	LF	20.00	\$4,180.00
45	GF Term Anchor	1.00	2.00	EA	572.00	\$572.00
49	2" PVC Conduit	1,120.00	1,240.00	LF	7.54	\$904.80
76	Mark. TY1 (W) - Br.	2,377.00	2,590.00	LF	1.00	\$213.00
77	Mark. TY1 (W) - 4" DOT	24.00	70.00	LF	1.00	\$46.00
79	Mark. TY1 (W) 8" Solid	2,150.00	2510.00	LF	1.43	\$514.80
80	Mark. TY1 (W) 12" Solid	969.00	921.00	LF	2.48	-\$119.04
82	Mark. TY1 (W) 18" YLD	33.00	82.00	LF	8.80	\$431.20
83	Mark. TY1(Y) 4" Solid	4,932.00	5,593.00	LF	1.00	\$661.00
84	Mark. TY1 (Y) 12" Solid	411.00	582.00	LF	2.48	\$424.08
86	Mark. TYII (W) 4" DOT	24.00	0.00	LF	1.00	-\$24.00
93	Mark. TYII (W) 12" Solid	411.00	582.00	LF	2.48	\$424.08
94	Mark. TYC (W) Arrow	34.00	37.00	EA	248.00	\$744.00
97	Mark. TYII - CR	232.00	374.00	EA	3.25	\$461.50
98	Mark. TYW Butt.	242.00	247.00	EA	2.86	\$14.30
100	Elim. Mark. 8" Raised	600.00	1,228.00	LF	1.54	\$967.12
101	Elim. Mark. 24" Raised	186.00	757.00	LF	4.40	\$2,512.40
106	Pav. Surf Prep. 8" Mark.	2,150.00	2,510.00	LF	0.11	\$39.60
107	Pav. Surf. Prep. 12" Mark.	1,380.00	1,503.00	LF	0.28	\$34.44
109	Pav. Surf Prep. Arrow	34.00	35.00	EA	11.00	\$11.00
121	Tr. Sig. Cbl. (14AWG-9)	690.00	1,135.00	LF	1.16	\$516.20
137	Irrig. Reloc.	0.00	1.00	LS	1,690.92	\$1,690.92
	TOTAL					\$46,372.40

Original Contract Amount	\$ 1,292,753.10
Contract Amount (Including Previous Change Orders)	\$ 1,546,284.65
Amount, Change Order No. 3	\$ 46,372.40
Revised Contract Amount	\$ 1,592,657.05
Total Percent Increase Including Previous Change Orders	23.20%

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 0 day(s) to this project:

Original Contract Time	<u>140 working days</u>
Amount (Including Previous Change Orders)	<u>150 working days</u>
Amount, Change Order No. 3	<u>0 working days</u>
Revised Contract Time	<u>150 working days</u>
Total Percent Increase Including Previous Change Orders	<u>7.14%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **MCMAHON CONTRACTING, L.P.**, do hereby agree to append this Change Order No. 3 to the original contract between themselves, dated July 27, 2009.

OWNER: CITY OF PLANO

**CONTRACTOR: MCMAHON
CONTRACTING, L.P.**
A Texas Limited Partnership

By: _____
(signature)

By: 
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: Shawn McMahon

Print
Title: City Manager

Print
Title: Managing General Partner of
JSM Management Company,
LLC, General Partner of
McMahon Contracting, L.P.

Date: _____

Date: September 13, 2010

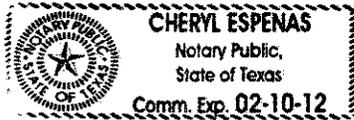
APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13th day of September, 2010, by **SHAWN MCMAHON, MANAGING GENERAL PARTNER OF JSM MANAGEMENT COMPANY, LLC, GENERAL PARTNER OF MCMAHON CONTRACTING, L.P.,** a TEXAS Limited Partnership, on behalf of said limited partnership.



Cheryl Espenas
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/27/10		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): Tammy Stuckey, ext.7156				
CAPTION				
A Resolution of the City of Plano approving the terms and conditions of agreements between the City of Plano, Texas and various heritage preservation organizations which render services that are beneficial to the public and serve a valid public purpose in the total amount of \$591,517; authorizing the City Manager, or his designee, to execute such agreements with these organizations for the provision of support of heritage preservation; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-2011	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	591,517	0	591,517
Encumbered/Expended Amount	0	0	0	0
This Item	0	-591,517	0	-591,517
BALANCE	0	0	0	0
FUND(S): CONVENTION & TOURISM FUND				
COMMENTS: Funding for this item is included in the approved 2010-2011 Budget. The total amount of \$591,517 is funded from the Hotel/Motel Tax Revenue in the Convention and Tourism Fund.				
STRATEGIC PLAN GOAL: Providing funding for various Heritage Preservation organizations relates to the City's goal of "Premier City in which to live".				
SUMMARY OF ITEM				
See Attached Memo				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo			Heritage Commission	
Resolution				
Modified Agreement				

MEMORANDUM

Date: September 17, 2010

To: Thomas Muehlenbeck, City Manager

From: Liz Casso, Planner

Subject: Summary of Heritage Grant Resolution Agenda Item

This resolution establishes funding agreements for the purpose of heritage preservation with various non-profit organizations as reviewed and approved by the City Council in the 2010-11 adopted budget. This item amounts to \$591,517.00. The funds will be provided to the Plano Heritage Association (Heritage Farmstead Museum), the Plano African American Museum (P.A.A.M.), the North Texas Masonic Historic Museum and Library, the Plano Conservancy for Historic Preservation, Inc., and the Rowlett Creek Cemetery Association with 50% of the grant funds being distributed by October 31, 2010. The remaining amounts will be distributed as follows: 25% by February 28, 2011 and 25% by July 1, 2011. There is a sample agreement attached (Exhibit A).

Significant changes to the 2010-11 heritage grant funding agreement are highlighted below. The proposed changes should provide for improved accountability for usage of city funds by the grant recipients.

Section 2.04

Additional provisions regarding the encumbrance of city funds to be expended after the close of the fiscal year have been included. These new provisions require that requests to encumber city funds be submitted to the City for approval no later than September 1, 2011. If approved, the encumbered city funds must be completed by December 31, 2011. An additional expense report, describing the expenditure of encumbered funds must be submitted to the City by January 31, 2012. City funds may only be encumbered for approved heritage projects that have commenced prior to September 1, 2011.

Section 5.08

A new provision has been added stating that failure to acquire a Certificate of Appropriateness and building permits where required by the City, prior to commencing work on the designated heritage resource, will result in funds being withheld from disbursement to the grant recipient until the appropriate certificate and building permits have been acquired. City funds may not be used to acquire a Certificate of Appropriateness and building permit unless the activity has been approved on the recipient's project list.

Section 5.09

A new provision has been added stating that failure to resolve any outstanding fire, health and safety codes requirements at the designated heritage resource site, will result in funds being withheld from disbursement to the grant recipient until the issues have been resolved. City funds may not be used to resolve these issues unless the activity has been approved on the recipient's project list.

Section 5.10

A new provision has been added stating that if the grant recipient is found to be in breach of a prior year's City funding agreement, or has any outstanding items from a previous funding agreement, funds from the current year will be withheld from disbursement to the grant recipient until those items have been resolved.

cc: Frank Turner, Deputy City Manager
Phyllis Jarrell, Planning Director

Attachments: Resolution
Modified Agreement

A Resolution of the City of Plano, Texas approving the terms and conditions of agreements between the City of Plano, Texas, and various heritage preservation organizations which render services that are beneficial to the public and serve a valid public purpose, in the total amount of \$591,517, authorizing the City Manager, or his designee, to execute such agreements with these organizations for the provision of support of heritage preservation, and providing an effective date.

WHEREAS, the City Council has assigned to the Heritage Commission the responsibility of considering funding requests from outside heritage preservation organizations; and

WHEREAS, this Commission entertained funding requests, conducted extensive review, and made recommendations for funding to City Council based on established criteria; and

WHEREAS, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2010-2011 budget; and

WHEREAS, pursuant to Ordinance No. 2010-9-8 the City Council has appropriated funds for such purposes and find that the services provided by these organizations are beneficial to the public and serve a valid public purpose; and

WHEREAS, the City Council desires to enter into agreements with the various heritage preservation organizations, and a sample agreement is attached hereto by reference as Exhibit "A", which establishes the terms and conditions for funding; and

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

Section 1. The terms and conditions of the Modified Agreements with the below named organizations in the amounts specified, having been reviewed by the City Council and found to be proper and acceptable and in the best interests of the City of Plano are hereby in all things approved:

<u>Heritage Preservation Grants:</u>	
Plano Heritage Association	\$348,000
Plano African American Museum (P.A.A.M.)	\$76,000
North Texas Masonic Historic Museum and Library	\$4,000
Plano Conservancy for Historic Preservation	\$160,517
Rowlett Creek Cemetery Association	<u>\$3,000</u>
TOTAL	\$591,517

Section II. The City Manager, or his authorized designee, is hereby authorized to execute such Agreements on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements, and to act in behalf of the City with regard to its terms and conditions.

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

DULY PASSED AND APPROVED THIS THE 27TH DAY OF SEPTEMBER, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM;

Diane C. Wetherbee, CITY ATTORNEY

**FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as “City”), and _____, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as “Contractor”), enter into this funding agreement to set out the terms and conditions governing the grant of City funds to Contractor for the purposes set out herein.

WHEREAS, the City Council finds that the expenditure of public funds to Contractor is in the best interest of the residents and the City of Plano; and

WHEREAS, the City Council finds that expending public funds for the purpose stated above is a valid public purpose; and

WHEREAS, pursuant to Ordinance No. 2010-9-8, the City Council determined that the City should award grant funding in a sum not to exceed \$_____ for the purposes outlined in the attachment entitled “Heritage Preservation Grant Application” (hereinafter referred to as “Application”); and

WHEREAS, Contractor has established itself as having the ability to perform such activities.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

1.01 Purpose/Consideration.

This Agreement provides the terms and conditions under which City will make available grant funding in a sum not to exceed \$_____, for use to support the activities outlined in attached Exhibit “A,” Contractor’s funding application. The City's source of these funds is derived from the Hotel/Motel Tax revenues and total grant funding awarded to Contractor is

subject to change pursuant to Section 5.07 of the agreement herein. Contractor agrees to accept responsibility for guaranteeing City grant funds are used for the items in Exhibit "A".

In consideration of the City of Plano providing the funding specified for the 2010-11 fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

1.02 Priority of Documents.

This Agreement consists of: Agreement between City of Plano and Contractor; General Conditions; Affidavit of No Prohibited Interest; Insurance, and Employee Dishonesty Bond when required; Application. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

**SECTION II
PERMITTED USES OF FUNDS; CONDITIONS OF USE**

2.01 Contractor shall use any and all funds furnished by City under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit "A". In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of funds actually awarded by the City, then Contractor shall submit a revised line item budget on a form provided by the City which shall be substituted for the original budget submitted with the Application. The revised line item budget must be submitted within 10 days of the execution of this Agreement and no funds shall be disbursed by the City to Contractor unless and until the revised line item budget is submitted. The revised Line Item Budget of Approved Expenditures shall be signed by two members of Contractor's Executive Board or, in the alternative, one member of Contractor's Executive Board and the Executive Director. The revised line item budget shall be attached hereto and incorporated herein as part of Exhibit "A".

1. Subsequent to the initial contract submittal, should the Contractor wish to utilize funds for a purpose other than those stated in Exhibit "A", the Contractor must submit an

additional amended Line Item Budget of Approved Expenditures and request approval from the Contractor's Board, the Heritage Commission, and City Manager. No change may occur unless:

- a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
- b. Approved by the Heritage Commission, as evidenced by the official minutes of the Commission authorizing the change presented by the Contractor's Board;
- c. Approved by the City Manager, or his designee, after submission of the requested change by the Heritage Commission.

Contractor cannot expend any funds for a purpose not listed in the funding application until receipt of written approval from the City Manager or his designee.

2.02 All expenditures of City funds must comply with the Agreement and attachments hereto. Agreement compliance is defined as:

1. At least 90% of expenses budgeted in each line item of the Application and funded by City monies must be spent within that line item;
2. All requests to reallocate funds from one line item to another must first be approved by the Contractor's Board, as evidenced by the official minutes of the Board authorizing the change and submitted to the Heritage Preservation Officer. If the Heritage Preservation Officer finds that the request conforms to Item 1 of 2.02 above, the amended line item budget shall be approved. If the Heritage Preservation Officer finds that the amendments do not conform to 2.02.1 above, the request must be approved in accordance with the conditions set forth in b and c of Item 1 of 2.01;
3. Contractor must meet all other conditions of this Agreement.

2.03 Contractor agrees to the general conditions of the grant as set forth in the attachment entitled "General Conditions of Contract" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as Exhibit "B".

2.04 Unexpended and unencumbered City funds that remain with the Contractor after September 30, 2011, will revert to the City and Contractor must return said funds to the City on or before October 31, 2011. Encumbered City funds are those funds which the Contractor has received and obligated for payment by written agreement or contract to expend on approved projects listed in Exhibit "A". Request to encumber city funds for projects, as approved in Exhibit "A", completed after September 30, 2011, shall be submitted to the City (i.e. Heritage Preservation Officer) for review and approval by September 1, 2011. If approved by the City, the encumbered city funds for specific projects must be completed by December 31, 2011. An additional expense report, in accordance with the reporting requirements set forth in 5.11, describing the expenditure of encumbered funds must be submitted to the City no later than January 31, 2012. City funds may only be encumbered for heritage projects that have commenced prior to September 1, 2011. City funds cannot be expended or encumbered for Contractor's Operations and Maintenance or non-capital expenses.

SECTION III NON-ASSIGNMENT

3.01 Contractor may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council, as reflected by a duly authorized resolution.

SECTION IV INDEPENDENT CONTRACTOR

4.01 The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

SECTION V
DISBURSEMENT OF FUNDS

5.01 The City will disburse funds provided under this Agreement as follows:

1. an amount not to exceed 50% of the funds by October 31, 2010.
2. an amount not to exceed 25% of the funds by February 28, 2011.
3. an amount not to exceed the remaining 25% of the funds by July 1, 2011.

5.02 Expenses incurred after the termination date, with exception of approved encumbered funds as provided for in 2.04, will not be reimbursed under this Agreement and the City shall assume no liability for same.

5.03 Failure to comply with the quarterly reporting requirements as outlined in Section 5.07 of this agreement below, including submittal of an executed certificate of compliance, shall result in funds being withheld from disbursement to the Contractor until a properly prepared report is submitted to the City as required.

5.04 Failure to submit a revised Line Item Budget as required in Section II of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City.

5.05 Failure to submit an Employee Dishonesty Bond as required in Section VII of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City as required.

5.06 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.

5.07 Contractor recognizes that grant funding is derived from Hotel/Motel tax revenue collected by the City. In the event that the Hotel/Motel Tax revenue generated for fiscal year 2010-11 is lower than initially anticipated, Contractor agrees that the total sum of grant funding awarded by the City to the Contractor may be adjusted accordingly at the City's sole discretion.

5.08 Failure to acquire Certificates of Appropriateness and building permits where required by the City, prior to commencing work on the Contractor's designated heritage resource, shall result in funds being withheld from disbursement to the Contractor until those requirements have been resolved. Contractor is responsible for the expenses to acquire a Certificate of Appropriateness and building permits and may not use City funds unless the activity has been approved on the projects list in Exhibit "A".

5.09 Failure to resolve any outstanding fire, health and safety code requirements found at the Contractor's designated heritage resource site, shall result in funds being withheld from disbursement to the Contractor until those requirements have been resolved. Contractor is responsible for the expenses to resolve the fire, health and safety code requirements and may not use City funds unless the activity has been approved on the projects list in Exhibit "A".

5.10 If the Contractor is found to be in breach of any of the terms or conditions of a prior year's City funding agreement, or has any outstanding items from previous years funding agreement, funds from the current fiscal year shall be withheld from disbursement to the Contractor until those items have been resolved.

5.11 Reporting Requirements.

Within thirty (30) days of the close of each preceding quarter of the contract term, Contractor agrees to provide financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the Line Item Budget of Approved Expenditures attached in Exhibit "A", a list of all bank checks dispatched per quarter relating to the Approved Expenditures attached in Exhibit "A", and a description of program goals achieved and/or progress of same for the preceding quarter. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. Reports submitted without required notarized signatures will be rejected and considered incomplete.

At the end of the Contract Term or in the event of earlier termination, Contractor shall provide a final written report of its activities and expenditures to the Contract Administrator.

SECTION VI AFFIDAVIT OF NO PROHIBITED INTEREST

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

**SECTION VII
INSURANCE REQUIREMENTS/INDEMNIFICATION**

7.01 Insurance.

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "D". Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed certificate of insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

7.02 Employee Dishonesty Bond Requirement Applicable to Contractors Receiving Funds of \$75,000.00 or greater

At its own expense, a Contractor receiving funds in the amount of \$75,000.00 or more agrees to maintain during the term of this Agreement, or any extension thereof, an Employee Dishonesty Bond (EDB) in an amount equal to the total dollar amount awarded to Contractor by the City as defined in the grant agreement. A copy of proof of EDB shall be attached to the funding agreement as an additional attachment to Exhibit "D". Bonds shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

Bonds shall be made payable to the City of Plano and shall be maintained by Contractor throughout the contract period. Contractor must provide proof of this EDB to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed bond certificate issued by Contractor's insurance agency is sufficient proof of EDB. Contractor must maintain a current copy of the certificate(s) and provide proof of its current EDB to City throughout the entire term of this Contract. Failure to provide proof of the EDB shall result in the City withholding disbursement of funds to the Contractor until proof is provided as required under this Agreement.

7.03 Indemnification.

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

City shall have the right to select or to approve defense counsel retained by Contractor to fulfill its obligation to defend and indemnify the City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not a waiver of Contractor's obligation to defend or indemnify the City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor is liable for all costs incurred by City.

SECTION VIII TERM

8.01 The term of this Agreement is October 1, 2010, through September 30, 2011. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

SECTION IX TERMINATION

9.01 Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date. Contractor, however, must return to the City the unused balance of any funds disbursed to the Contractor pursuant to this Agreement within ten (10) days of either an early termination or at the end of the Agreement term.

9.02 In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision. Contractor is solely responsible for funds expended contrary to the terms and conditions of this Agreement, and must return the City funds within ten (10) days of the termination.

SECTION X MISCELLANEOUS

10.01 Entire Agreement.

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

10.02 Authority

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become or binding on the City of Plano until both the Contractor and the City Manager or his designee have executed it.

10.03 Successors and Assigns

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

10.04 Notice.

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City – Contract Administrator
Liz Casso
City of Plano
1520 K Avenue, Suite 250
Plano, TX 75074
972-941-5343

Contractor

10.05 Paragraph Headings.

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

10.06 Interpretation of Contract.

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

10.07 Venue.

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE _____ DAY OF _____, 20____.

BY: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____,
20____ by _____, _____ of
_____, a non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____,
20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO,**
TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

EXHIBIT "B"
GENERAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.07, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.

- (10) For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Contractor agrees to provide a sworn statement attesting to the fact that the status of the Contractor is currently valid as a non-profit corporation. All corporations must be in good standing with the Texas Secretary of State.

EXHIBIT "C"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

§

COUNTY OF _____ §

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

Notary Public, State of _____

EXHIBIT "D"

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: They City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The Certificate Holder Information should read as follows:

City of Plano
Attn: Risk Manager
P.O. Box 860358
Plano, TX 75086-0358

CC: Liz Casso, Heritage Preservation Officer

The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		September 27, 2010			
Department:		Purchasing			
Department Head		Mike Ryan			
Agenda Coordinator (include phone #): Nancy Corwin X7137					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; and approving the agreement between the City of Plano and Allan R. deVilleneuve, M.D. for professional services; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010/11, and 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	12,000	12,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-12,000	-12,000
BALANCE		0	0	0	0
FUND(S): GENERAL FUND					
<p>COMMENTS: Funding for this resolution is included in the FY 2010-11 budget. Expenditures will be made in the Health department based on need for professional services within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2010-11 is \$6,000 and the estimated annual amount to be spent in FY 2011-12 is \$6,000.</p> <p>STRATEGIC PLAN GOAL: Providing Professional Services for the Health department relates to the City's goal of a "Financially Strong City with Service Excellence".</p>					
SUMMARY OF ITEM					
Approval of this request in the amount of \$12,000 for a professional services contract with Allan R. deVilleneuve, M.D. and the appointment of the Health Authority for the City of Plano.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					

A Resolution of the City Council of the City of Plano, Texas, approving the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; and approving the agreement between the City of Plano and Allan R. deVilleneuve, M.D. for professional services; and providing an effective date.

WHEREAS, state law requires a director of a local health department who is not a physician to appoint a physician as the Health Authority on the local health department's jurisdiction, subject to the approval of the City Council; and

WHEREAS, the director of the City of Plano Health Department has appointed Dr. Allan R. deVilleneuve, M.D. to serve as the Health Authority for the City of Plano; and

WHEREAS, Dr. Allan R. deVilleneuve meets the requirements of Section 121.024, Health and Safety Code, to serve as the Health Authority for the City; and

WHEREAS, the City Council is of the opinion that it is appropriate and in the best interest of the public to approve Dr. Allan R. deVilleneuve's appointment as the City of Plano Health Authority.

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

Section I. The City Council of the City of Plano hereby approves the appointment of Dr. Allan R. deVilleneuve as the Health Authority for the City of Plano pursuant to Section 121.033 of the Health and Safety Code.

Section II. This appointment shall be for a term of two years pursuant to Section 121.023 of the Health and Safety Code.

DULY PASSED AND APPROVED this the 27th of September, 2010

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF PLANO
AND ALLAN R. deVILLENEUVE, M.D. FOR PROFESSIONAL SERVICES**

THIS CONTRACT is made and entered by and between **Allan R. deVilleneuve M.D.**, whose address is 4112 West 15th Street Suite 100, Plano, Texas 75075, hereinafter referred to as “Professional”, 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 by the Plano City Manager or his designee.

WITNESETH:

WHEREAS, pursuant to Section 121.021 of the Texas Health and Safety Code the City may appoint a physician as the Health Authority for the City; and

WHEREAS, City has appointed the Professional as its Health Authority and desires to engage the services of the Professional on the terms and conditions provided in this Agreement; and

WHEREAS, the Professional meets the requirements of Section 121.022 of the Texas Health and Safety Code and is willing to render professional services for the City as provided herein;

THEREFORE, City hereby engages the services of Professional, and in consideration of the mutual promises herein contained, the parties agree as follows:

**I.
SCOPE OF WORK**

Professional shall provide during the term of this Agreement services as set forth in the Texas Health and Safety Code, Chapter 121, “Local Public Health Reorganization Act”, to the City as may be required and/or as requested by City. Such services shall include, but are not limited to: establishing, maintaining and enforcing quarantine orders; and advise and assist with infectious disease control, suppression and prevention services, and general sanitation.

**II.
TERM**

The term of this Contract shall be a period of two years beginning on October 10, 2010 and ending on October 10, 2012. This Agreement may be terminated by City as provided herein.

III. **COMPENSATION**

3.01 Compensation. In consideration for the services to be rendered under this Agreement, including all expenses, the Professional shall be paid a fee not to exceed **FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) PER MONTH, FOR A TOTAL AMOUNT NOT TO EXCEED SIX THOUSAND AND 00/100 DOLLARS (\$6,000.00) PER YEAR.** Professional may invoice City on a monthly basis. Such invoices shall be itemized to show services performed, expenses and corresponding charges. Professional shall keep accurate records of its services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by professional for three (3) years following the expiration of this Agreement.

3.02 Fiscal Funding. Professional recognizes that this agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Professional and City herein recognize that the continuation of any agreement after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

3.03 Maximum Compensation upon Termination. In the event of termination by City with or without cause and subject to the terms listed in paragraph 3.02 herein, the Professional shall be compensated only for actual expenses and fees incurred by Professional in providing those services acceptable to City which are within the scope of work under this Agreement to date of notice of termination. Expenses do not include overhead such as utilities, rent, insurance and shall not exceed the total amount due under this Agreement.

IV. **OWNERSHIP OF DOCUMENTS**

All information and other data given to, prepared or assembled by Professional under this Agreement, and other related items, shall become the sole property of City and shall be delivered to City without restriction on future use. Upon termination of this Agreement, Professional shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Professional and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Professional hereby assigns all right, title and interest to said

material to City. Any use by Professional of the information developed hereunder, whether for publication or for work with other clients, must receive prior written permission from City.

V.
SUCCESSORS AND ASSIGNS/AGENTS OR ASSISTANTS

Professional agrees that neither this Agreement nor the work to be performed hereunder will be assigned, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the City. Professional further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Professional from its full obligations to the City as provided by this Agreement. This agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

Subject to the forgoing, to the extent reasonably necessary for the Professional to perform its duties hereunder, Professional may engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. Professional shall be compensated only for actual expenses and fees for supplies and materials incurred by Professional in providing services to the City which are within the scope of work under this Agreement. The cost of the services of such agents or assistants shall be borne by Professional at its sole cost and expense.

VI.
FACILITIES

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

VII.
INSURANCE AND CERTIFICATES OF INSURANCE

Professional shall not start work under this Agreement until Professional has obtained at Professional's expense all of the insurance required hereunder and such insurance has been approved by the City. Any subcontractor of the Professional shall be required to carry the same insurance as the Professional.

Professional Errors and Omissions insurance, which will pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under this contract, for the term of the contract and up to two (2) years after the contract is terminated with limits of \$500,000 per occurrence/aggregate.

City will be provided with a ten (10) day notice of material change or cancellation of any of the insurance policies applicable to this contract. The City prefers that all

insurance companies be rated B+ or better by AM Best or Standard & Poor's Rating Services. The above referenced Certificates of Insurance shall be attached hereto as Exhibit "A" and incorporated herein.

VIII. INDEMNIFICATION

PROFESSIONAL AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY PROFESSIONAL'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PROFESSIONAL, 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 PROFESSIONAL IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

PROFESSIONAL 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 PROFESSIONAL'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROFESSIONAL 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 PROFESSIONAL FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO

RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND PROFESSIONAL SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

IX.
INDEPENDENT CONTRACTOR

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

X.
CONTRACT TERMINATION

The parties agree that City shall have the right to terminate this Agreement with or without cause and without prejudice to any other remedy it may be entitled to at law, in equity, or otherwise under this Contract upon thirty (30) days written notice to Professional with the understanding that all services being provided by Professional shall cease upon the date such notice is received.

City reserves the right to terminate this contract immediately upon breach of any term or provision of this Contract by professional; or if at any time during the term of this contract, Professional shall fail to commence the work in accordance with the provisions of the Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then City shall the right, if Professional shall not cure any such default after thirty (30) days written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work is in excess of that part of the contract sum which has not therefore been paid to Professional hereunder, Professional shall be liable for an shall reimburse City for such excess.

XI.
COMPLIANCE WITH APPLICABLE LAWS

Professional 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 Professional's work, and **SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIMS RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY PROFESSIONAL, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Professional observes that the work is at variance, Professional shall promptly notify City in writing.

XII.
PROHIBITED INTEREST

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

XIII.
AUTHORITY TO SIGN

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

XIV.
MISCELLANEOUS

A. Paragraph Headings:

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

B. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

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

D. Severability:

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

E. Effective Date:

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

SIGNED on the date indicated below.

**PROFESSIONAL
ALLAN R. deVILLENEUVE, M.D.**

Date: _____

BY: _____

CITY OF PLANO, TEXAS

Date: _____

BY: _____
**THOMAS H. MUEHLENBECK
CITY MANAGER**

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **ALLAN R. deVILLENEUVE, M.D.** on behalf on said individual.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **THOMAS H. MUEHLENBECK**, City Manager, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

EXHIBIT "A"



TEXAS MEDICAL LIABILITY TRUST
 P.O. Box 160140, Austin, Texas 78716
 "A health care liability claim trust created by the Texas Medical Association"

THIS IS A CLAIMS-MADE POLICY

ITEM DECLARATIONS PAGE

POLICY NO. 1-118103

1 NAMED INSURED (including address) NAMED INSURED IS A:
 Allan R. de Villeneuve, MD Individual
 4112 W. 15th St. Bldg.1
 Suite 100
 Plano, TX 75093

2 POLICY PERIOD beginning and ending at 12:01 a.m. FROM 04/01/2010
 at above stated address TO 04/01/2011

3 PROFESSIONAL LIABILITY COVERAGE
 Only the "Named Insured" described in Section V, Definitions-1 of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY	PREMIUM
A. Professional Liability	each claim \$ 200,000 all claims \$ 600,000	\$5,910.00
B. Deductible (Refer to Endorsement)	\$ 0	\$0.00
C. Professional Premises Liability	each premises occurrence \$200,000 premises aggregate \$200,000	\$0.00
D. Vicarious Liability	no additional limits	\$0.00
TOTAL PREMIUM		\$5,910.00

4 TYPE OF COVERAGE CLAIMS-MADE RETROACTIVE DATE 10/15/1995

5 Class 2C Principal Practice 82267 PEDIATRICS
 Territory III County COLLIN

6 FORMS & ENDORSEMENTS PICM0106, 42, 4, 02

CREDITS INCLUDED ABOVE
 CME Course Discounts -\$228.00
 Experience Discount -\$1,478.00

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: 02/08/2010 Countersigned By:
 ME Authorized Representative of Texas Medical Liability Trust

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/27/2010		
Department:		Development Business Center		
Department Head		Frank F. Turner		
Agenda Coordinator (include phone #): Sherry Jackson - Ext. 7122				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a third amendment to the development agreement between the City of Plano, Texas, and Pinnacle AMS Development Company, LLC (now Southern/Pinnacle AMS Development Company, LLC), for development of Eastside Station – Plano; authorizing its execution by the City Manager or his designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a third amendment to the development agreement between the City of Plano, Texas, and Pinnacle AMS Development Company, LLC (now Southern/Pinnacle AMS Development Company, LLC), for development of Eastside Station – Plano; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed third amendment to the development agreement for the development of Eastside Station - Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Third Amendment"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the 27th day of September 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF PLANO, TEXAS AND
SOUTHERN/PINNACLE AMS DEVELOPMENT COMPANY, LLC FOR
DEVELOPMENT OF EASTSIDE STATION - PLANO**

THIS THIRD AMENDMENT (“Amendment”) to the Development Agreement Between the City of Plano, Texas, and Southern/Pinnacle AMS Development Company, LLC for Development of Eastside Station – Plano ("Agreement") is entered into by and between the City of Plano, a Texas municipal corporation of Collin County, Texas (the "City"), acting by and through its duly authorized officers, and Southern/Pinnacle AMS Development Company, LLC, a Texas limited liability company (Southern) and together collectively referred to as the “Parties”;

RECITALS:

WHEREAS, the Parties have previously entered into two amendments to the Agreement; and

WHEREAS, the Parties desire to further amend the Agreement to allow additional time for Southern to perform its obligations as set forth in the Agreement as previously amended.

NOW THEREFORE, the parties agree that the following provisions of the Agreement are amended as follows:

1. Section I A 1. is amended to read:

1. Southern will acquire fee title to the real property located at 930 15th Street, Plano, Texas 75074 (“Eisenberg property”) by no later than January 1, 2011.

2. Section I B 3. is amended to read:

3. Southern will obtain all necessary permits from the City, which shall not be unreasonably withheld, conditioned or delayed by the City and begin construction of the Development no later than January 1, 2011. Construction shall be deemed to have begun when Southern actually commences site work (i.e., demolition, grading or clearing) on the Property;

3. Section 8 B is amended to read:

B. Notwithstanding the above, in the event Southern does not commence construction of the Development by January 1, 2011, the City's sole remedy shall be that the City grant of the Property shall become null and void and Southern shall execute any and all documents necessary to convey the Property to the City. All expenses associated with the conveyance of the Property back to the City, including reasonable attorney fees, shall be the responsibility of Southern.

4. Section 8 C is amended to read:

C. If Southern commences construction of the Development and Public Improvements identified in the Budget by January 1, 2011 but fails to complete the entire Development by August 1, 2012, subject to the cure provisions in Section 8 City may, as an alternative to, but not in addition to the remedies set forth in Section 8A above, be entitled to the remedy of payment from Southern, not as a penalty but as liquidated damages, an amount using the following formula: $A \times B = C$, where A is the amount of the Construction Allowance and payments made pursuant to Section 2.E. above actually advanced or paid to Southern by the City, B is the percentage of the Development not ready for occupancy as of August 1, 2012, and C is the amount of liquidated damages to which the City is entitled.

5. All other terms of the Agreement not amended by this Amendment remain in full force and effect.

EXECUTED on the _____ day of _____, 2010.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: _____
Thomas H. Muehlenbeck, City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

SOUTHERN/PINNACLE AMC DEVELOPMENT
COMPANY LLC, a Texas limited liability company

By: _____
Name: Kent Plemons
Title: Vice President - Development



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/27/2010		
Department:		Human Resources		
Department Head		Lashon Ross		
Agenda Coordinator (include phone #): Stacey D. Stagich, ext. 7296				
CAPTION				
An Ordinance of the City of Plano, Texas repealing Ordinance No. 2010-7-10; establishing the number of certain classifications within the Police and Fire Departments for fiscal year 2010-11; establishing the authorized number and effective dates of such positions for each classification effective September 27, 2010; establishing a salary plan for the Police and Fire Departments effective September 27, 2010; and providing a repealer clause, a severability clause and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
Requesting approval of 2010-11 Civil Service compensation and classification plan.				
List of Supporting Documents: Attachments A and B		Other Departments, Boards, Commissions or Agencies		

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2010-7-10; establishing the number of certain classifications within the Police and Fire Departments for fiscal year 2010-11; establishing the authorized number and effective dates of such positions for each classification effective September 27, 2010; establishing a salary plan for the Police and Fire Departments effective September 27, 2010; and providing a repealer clause, a severability clause and an effective date.

Whereas, on July 26, 2010 by Ordinance No. 2010-7-10, the City Council of the City of Plano, Texas, established classification and salaries for each of the sworn personnel positions within the Police and Fire Departments of the City of Plano; 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 September 27, 2010, and the classification and salary plan for the sworn personnel of the Police and Fire Departments of the City of Plano, Texas as set forth in attached Exhibits "A" and "B" with such salary plan effective September 27, 2010; and

Whereas, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary 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. 2010-7-10 duly passed and approved by the City Council of the City of Plano, Texas on July 26, 2010 is repealed in its entirety effective September 27, 2010.

Section II. The number of positions in the City of Plano Police and Fire Departments effective September 27, 2010 and the classification and salary plan of the City of Plano Police and Fire Departments for City of Plano fiscal year 2010-10, effective September 27, 2010, all as set out on attached Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established.

Section III. Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established, 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 September 27, 2010.

DULY PASSED AND APPROVED, this, the 27th day of September, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY OF PLANO
2010-2011 CIVIL SERVICE
COMPENSATION PLAN
Effective 9/27/10

POLICE

RANGE	POSITION	# POSITIONS Effective	Step:	BASE 1	6 Mos. 2	12 Mos. 3	18 Mos. 4	24 Mos. 5	30 Mos. 6	36 Mos. 7	60 Mos. 8	120 Mos. 9	180 Mos. 10	240 Mos. 11
001	Police Officer	9/27/10 - 284	Hourly:	27.2265	28.1442	29.0721	30.3559	31.3548	32.4256	34.0714	35.0329	35.2733	35.5137	35.7541
			Monthly:	4,719	4,878	5,039	5,262	5,435	5,620	5,906	6,072	6,114	6,156	6,197
			Annual:	56,631	58,540	60,470	63,140	65,218	67,445	70,869	72,868	73,368	73,868	74,369
002	Sergeant	9/27/10 - 38	Hourly:	38.6773		40.1640								
			Monthly:	6,704		6,962								
			Annual:	80,449		83,541								
003	Lieutenant	9/27/10 - 13	Hourly:	43.1778		45.7659								
			Monthly:	7,484		7,933								
			Annual:	89,810		95,193								
004	Captain	9/27/10 - 4	Hourly:	49.1990		52.1480								
			Monthly:	8,528		9,039								
			Annual:	102,334		108,468								
005	Assistant Police Chief	9/27/10 - 1	Hourly:	56.0565		59.7235								
			Monthly:	9,716		10,352								
			Annual:	116,598		124,225								

Recruit:
01A **Hourly:** 25.2278
 Monthly: 4,373
 Annual: 52,474

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.

CITY OF PLANO
2010 - 2011 CIVIL SERVICE
COMPENSATION PLAN
Effective 09/27/10

FIRE

RANGE	POSITION	# Positions Effective	STEP:	BASE 1	6 MOS. 2	12 MOS. 3	24 MOS. 4
001	Fire Rescue Specialist**	9/27/10 - 193	Hourly: Monthly: Annual:	19.2862 4,680 56,161		20.6451 5,010 60,118	22.7431 5,519 66,228
002	Fire Apparatus Operator**	9/27/10 - 51	Hourly: Monthly: Annual:	25.3544 6,153 73,832			
003	Lieutenant**	9/27/10 - 20	Hourly: Monthly: Annual:	28.1787 6,838 82,056			
004	Captain**	9/27/10 - 42	Hourly: Monthly: Annual:	31.5667 7,660 91,922			
005	Battalion Chief*	9/27/10 - 9	Hourly: Monthly: Annual:	50.2372 8,708 104,493	54.5027 9,447 113,366		
006	Assistant Fire Chief*	9/27/10 - 4	Hourly: Monthly: Annual:	59.8629 10,376 124,515			
01A	Fire Recruit**		Hourly: Monthly: Annual:	17.8720 4,337 52,043			

* Hourly rate above is the basis for all pay calculations. Monthly and annual amounts illustrate potential pay if 2080 hours are worked annually.

** Hourly rate above is the basis for all pay calculations. Monthly and annual amounts illustrate potential pay if 2912 hours are worked annually.

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	9/27/10
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a real estate contract and lease by and between Emajejan Haggard Hall and the City of Plano for the purchase and lease of approximately 58.91 acres of land located at the intersection of Park Boulevard and Alma Drive, Plano, Collin County, Texas; authorizing the City Manager or his authorized designee to execute such contract; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10 thru 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	4,000,000	11,250,000	15,250,000
Encumbered/Expended Amount	0	-243,658	0	-243,658
This Item	0	-1,000,000	-7,064,000	-8,064,000
BALANCE	0	2,756,342	4,186,000	6,942,342

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds for the current year portion are included in the 2009-10 Park Improvement CIP in the '09 Land Acquisitions project. The total purchase price of the land is \$8,640,000; this will be spread out over four payments: \$1,000,000 in 2009-10, \$1,000,000 in 2010-11, \$3,320,000 in 2011-12 and \$3,320,000 in 2012-13. In addition, the assessment lien payments will be deducted from the land purchase payments at a rate of \$208,000 each year for 2010-11, 2011-12 and 2012-13 for a total of \$624,000.

STRATEGIC PLAN GOAL: Land purchases for parks relate to the City's Goal of Great Neighborhoods -1st Choice to Live.

SUMMARY OF ITEM

This item is for approval of a total expenditure of \$8,640,000 for acquisition of approximately 58.91 acres of land located at the intersection of Park Boulevard and Alma Drive. The property is for a community park in central Plano. The property is identified for acquisition on the current City of Plano Park Master Plan which is a part of the overall Comprehensive Plan for the City. The park will provide much needed open space in that area of the City. The site will also provide an additional link in the Chisholm Trail that runs along Spring Creek from Collin Creek Mall to Legacy Drive and is part of a regional trail network.

The real estate contract includes a lease agreement that will allow the existing property owner to lease the property for a minimum of five years. The homestead area of the property will be leased to Seller until Emajejan



CITY OF PLANO COUNCIL AGENDA ITEM

Haggard Hall no longer resides in the home; after which Mike Hall may lease that portion of the property until design for the development of the site commences. The lease allows the City to postpone maintenance of the property for at least five years. This will defer any additional operating expenditures in the General Fund until after the development of the site. The City will take immediate possession of the area along the creek to be able to make the trail connection at anytime following the acquisition.

The schedule to award the consideration is spread over three years and includes a \$1,000,000 down payment at closing, with installments of a \$1,000,000 in 2011 and \$3,320,000 in 2012 and 2013. All payments are solely principal payments with no interest. There is also a \$624,000 road assessment lien due the City associated with the property. The City will collect the amount owed by the Seller by deducting \$208,000 from each of the three installments (after the down payment) made to the Seller. The net payments made to the Seller after the road assessment deductions are \$1,000,000 down, \$792,000 in 2011, and \$3,112,000 in 2012 and 2013.

Bond funds were approved by voters for this acquisition. Funding for the down payment and first installment in 2011 are included in the FY 2010-11 Community Investment Program (CIP) budget. Funding for the subsequent installments is allocated in the five year CIP budget.

List of Supporting Documents:

Location Map

Debt and O&M Impact Schedule

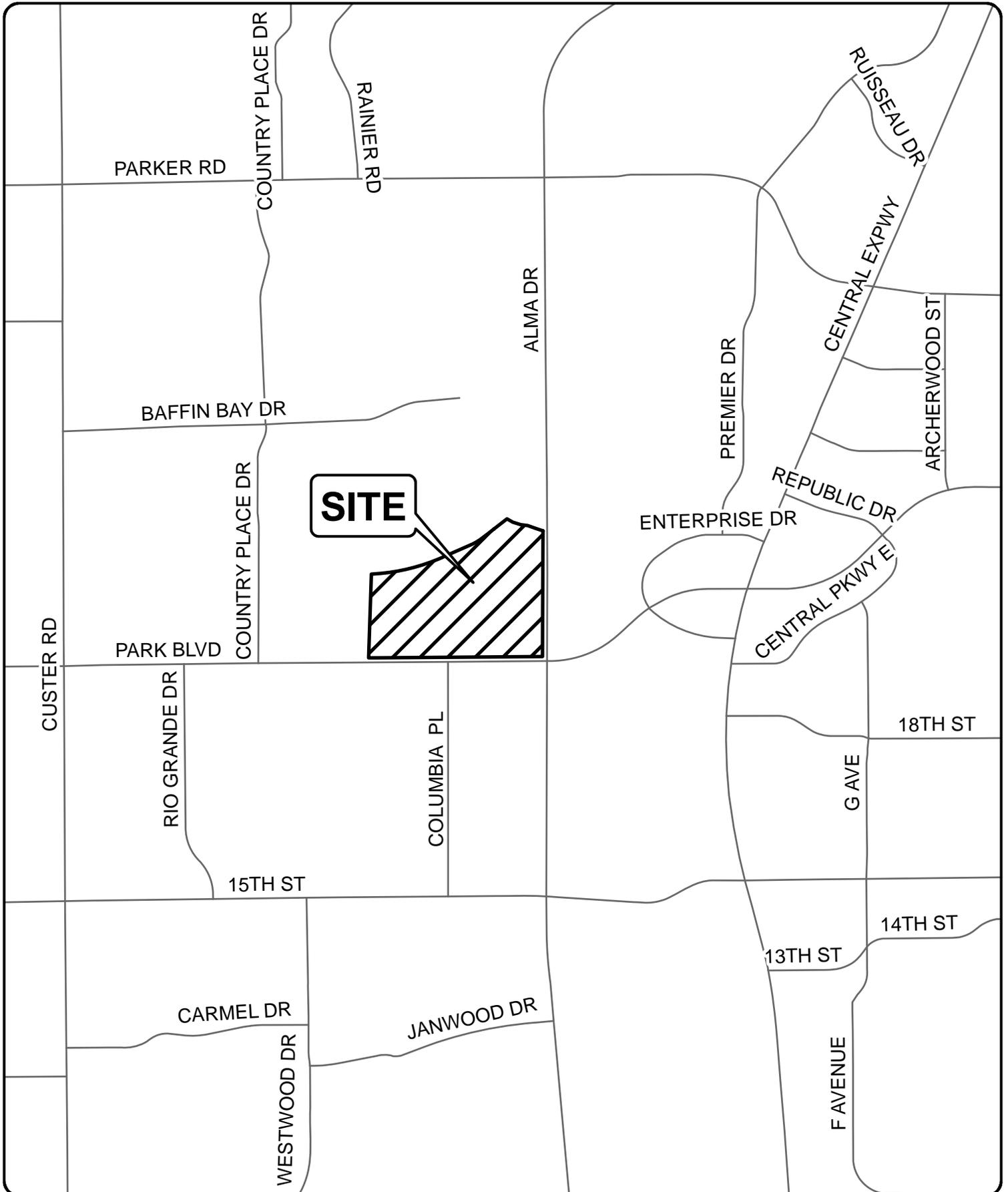
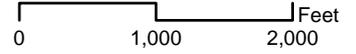
Resolution

Contract

Other Departments, Boards, Commissions or Agencies



Location Map



Hall Tract Debt Payments Added
Total Purchase Price

8/31/2010

	Bonds	Bond Payments				
		2009-10	2010-11	2011-12	2012-13	2013-14
2009-10 Debt	1,000,000					
Interest		23,250	46,500	45,041	43,514	41,916
Principal			31,379	32,838	31,365	35,963
2010-11 Debt	1,000,000					
Interest			23,250	46,500	45,041	43,514
Principal				31,379	32,838	31,365
2011-12 Debt	3,320,000					
Interest				77,190	154,380	149,536
Principal					104,177	109,021
2012-13 Debt	3,320,000					
Interest					77,190	154,380
Principal						104,177
Combined	<u>8,640,000</u>					
Interest		23,250	69,750	168,731	320,125	389,346
Principal		<u>0</u>	<u>31,379</u>	<u>64,217</u>	<u>168,380</u>	<u>280,526</u>
Total		<u>23,250</u>	<u>101,129</u>	<u>232,948</u>	<u>488,505</u>	<u>669,872</u>
Annual Tax Rate Impact		0.01	0.04	0.10	0.20	0.27

Estimated debt payment using level debt and 4.65% interest rate.
O&M costs are expected to increase but are not scheduled during this time period.
Total Purchase Price \$8,640,000 less Assessments \$624,000 Net Price \$8,016,000.
Uses the Assessed Property Value of 24,680,898,705 each year.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a real estate contract and lease by and between Emajeon Haggard Hall and the City of Plano for the purchase and lease of approximately 58.91 acres of land located at the intersection of Park Boulevard and Alma Drive, Plano, Collin County, Texas; authorizing the City Manager or his authorized designee to execute such contract; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Real Estate Contract by and between the City of Plano and Emajeon Haggard Hall for the purchase of property located at the intersection of Park Boulevard and Alma Drive, Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Real Estate Contract"); and

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

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

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

Section II. The City Manager or his designee is hereby authorized to execute the Real Estate Contract 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 Real Estate Contract.

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

DULY PASSED AND APPROVED this the 27th day of September, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

REAL ESTATE CONTRACT

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

THIS CONTRACT OF SALE is made by and between **EMAJEAN HAGGARD HALL** (hereinafter referred to as "Seller") and **THE CITY OF PLANO, TEXAS** (hereinafter referred to as "Purchaser") upon the terms and conditions set forth herein.

WHEREAS, Seller is the owner of a tract of land, containing approximately 58.91 acres of land described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, Seller and Purchaser have agreed upon the terms and conditions under which Seller will sell the Property to Purchaser, and Purchaser will acquire the same from Seller.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Purchase and Sale. Seller hereby sells and agrees to convey to Purchaser, and the Purchaser hereby purchases and agrees to pay for the Property, together with all and singular the rights and appurtenances pertaining thereto, including mineral rights.

2. Purchase Price. Purchaser shall pay to Seller, Eight Million Six Hundred and Forty Thousand Dollars (\$8,640,000.00).

3. Payment Schedule. The purchase price shall be payable as follows:
 - A. One Million Dollars (\$1,000,000.00) shall be payable in cash at Closing.

 - B. There currently exists an outstanding street assessment lien against the Property in the amount of Six Hundred and Twenty Four Thousand Dollars (\$624,000.00). The street assessment lien shall be offset against the balance due to Purchaser under this agreement. The resulting balance of Seven Million Sixteen Thousand Dollars (\$7,016,000.00) shall be paid to Purchaser in three installments as follows: Seven Hundred Ninety Two Thousand Dollars (\$792,000.00) on March 1, 2011; Three Million One Hundred Twelve Thousand Dollars (\$3,112,000.00) on March 1, 2012; and Three Million One Hundred Twelve Thousand Dollars (\$3,112,000.00) on March 1, 2013. Purchaser shall execute a Promissory Note (**Exhibit "B"**) evidencing this installment agreement.

 - C. The unpaid principal balance from time to time owing on said Promissory Note shall be interest free.

 - D. Purchaser shall have the right to prepay any of the principal on the Promissory Note at times other than when stated to be due.

4. Earnest Money. As a condition precedent to this Contract, Purchaser shall:
 - A. Have ten (10) business days after execution of this Contract by the parties to deliver a check in the amount of **ONE THOUSAND AND NO/100 DOLLARS**

(\$1,000.00) to the Title Company (hereinafter defined) as earnest money ("Earnest Money").

- B. In the event this Contract is closed, the Earnest Money shall be applied to the Purchase Price at Closing. In the event this Contract is not closed, then the Title Company shall disburse the Earnest Money in the manner provided for elsewhere herein.

5. Deed of Trust. The Promissory Note shall be secured by a vendor's lien reserved in the Special Warranty Deed (**Exhibit "C"**) and by a Deed of Trust (**Exhibit "D"**) covering the Property, with a power of sale. The Deed of Trust shall also contain the following terms and conditions:

- A. The Deed of Trust securing Purchaser's Promissory Note shall be fully released when the Promissory Note is paid in full.
- B. After receipt of notice by certified mail from Seller, Purchaser shall have thirty (30) calendar days to cure any default (other than a default in the payment of principal on its Promissory Note, for which Purchaser shall have a period of ten (10) business days after notice of cure), under Purchaser's Deed of Trust securing its Promissory Note before Seller may exercise any rights or remedies there under.

6. Survey. Purchaser shall cause an actual Field Survey of the entire (approximately) 58.91 acre tract of land to be prepared by Roome Land Surveying, 2000 Ave. G, Plano, Texas 75074, at Purchaser's sole expense. Once the survey is completed, the parties agree that the legal description as shown in the survey shall be inserted at Exhibit A of this Agreement prior to closing. Such survey shall:

- A. Establish the boundaries of and provide a metes and bounds description of the Property (approximately 58.91 acres as detailed in **Exhibit "A"**) to be purchased as well as surveys of the Property divided into three tracts as shown in **Exhibit "A"**.
- B. Locate and identify by Volume and Page all easements, roads, rights-of-way, and special features, and show any encroachments upon the property to be purchased.
- C. Contain the surveyor's certification as to the number of acres contained inside and outside the 100-year Floodplain for the property to be purchased.
- D. A copy of the survey and any reports or inspections ordered by Purchaser with respect to the Property shall be delivered to Seller at no cost to Seller.

7. Inspection

A. Purchaser, at Purchaser's sole cost and expense, shall have through and until forty (40) days from the Effective Date of this Contract ("Inspection Period") within which to conduct any and all engineering and economic feasibility studies of the Property which Purchaser may, at Purchaser's sole discretion, deem necessary to determine whether or not the Property is suitable for Purchaser's intended use. A check in the amount of **ONE HUNDRED AND 00/100 DOLLARS (\$100.00)** ("Inspection Fee") has been delivered to Seller as independent consideration for the Inspection Period. Purchaser's representatives

may enter upon the Property for the purpose of conducting any studies or tests, including, but without limitation, soil tests, obtaining topographical information, conducting engineering and economic feasibility studies and for all other similar preliminary work; provided, however, Purchaser shall and does hereby, to the extent allowed by law and without waiving any rights, defenses or immunities that may be available to it under state or federal law, indemnify and hold harmless Seller from and against any claims, costs, expenses or damage that Seller may suffer or incur as a result of such inspection, including, without limitation, (i) any and all attorneys' fees or court costs incurred by Seller in connection with any such claims or activities and (ii) mechanic's liens or claims that may be filed on or asserted against the Property by contractors, subcontractors or materialmen performing such work for Purchaser. In making any inspection hereunder, Purchaser will treat, and will cause any representative of Purchaser to treat, all information obtained by Purchaser pursuant to the terms of this Contract as strictly confidential. Further, in the event that Purchaser refuses or is unable to close under this Contract, for any reason whatsoever, any and all studies or tests, including, but without limitation, soil tests, topographical information, engineering and economic feasibility studies, or other similar preliminary work, shall immediately be delivered to Seller and thereafter become the sole property of Seller. The provisions of this Section shall survive closing.

B. In the event Purchaser shall notify Seller on or before the expiration of the Inspection Period, that Purchaser, for any reason whatsoever, does not desire to consummate this Contract, then, and in such event, this Contract shall terminate and the parties hereto shall have no further obligations to the other hereunder except as provided herein. Absent Purchaser's timely written notice to Seller of Purchaser's election to so terminate this contract, Purchaser shall waive any and all claim to terminate this Contract pursuant to this Section 7, and shall proceed to a Closing hereunder.

8. Good and Marketable Title. At Closing, Seller shall convey to Purchaser by Special Warranty Deed with vendor's lien in a form as shown in **Exhibit "C"** together with good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions except for the following:

- A. General real estate taxes for the year of Closing and subsequent years not yet due and payable;
- B. Public roads, streets and alleys, if any; and
- C. Such utility easements or other conditions as will in the opinion of Purchaser not adversely affect construction of improvements on the Property.

9. Title Commitment. Purchaser shall, at its sole expense, acquire a current title commitment for an Owner's Title Insurance Policy issued through Republic Title Company setting forth the state of title of the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations and other conditions, if any, affecting the Property which would appear in an Owner's Title Policy if issued. In the event any exceptions appear in such commitment, other than the standard printed exceptions (which shall be modified in the Owner's Title Policy as specified in Paragraph 8 hereof), that are unacceptable to Purchaser, then Purchaser shall, within ten (10) days after receipt thereof, notify Seller in writing of such fact. If the Purchaser fails to notify Seller of any objections to title within such ten (10) day period, Purchaser shall be deemed to have approved all exceptions appearing on the title commitment. Seller may then promptly undertake to eliminate or modify such unacceptable exceptions to the reasonable satisfaction of Purchaser. In the event Seller is

unable to do so within ten (10) days thereafter, or chooses not to do so, Purchaser may terminate this Contract by notice in writing to Seller, or may accept such title as Seller can deliver.

10. Owner's Title Policy. Purchaser shall acquire, at Purchaser's sole expense, the usual form of Texas Owner's Title Policy, issued by Republic Title Company in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed in Paragraph 5 hereof, and such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy provided however:

- A. The boundary and survey exceptions may be deleted at Purchaser's expense; and
- B. The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable" if they be, in fact, not yet due and payable.

11. Closing. The Closing shall be held in the office of Republic Title Company, on or before the date which is 60 days after the execution of this contract, or at such other time, date and place as Seller and Purchaser may, in writing, agree upon (which date is herein referred to as the "Closing Date"). At the Closing:

- A. Seller shall deliver to Purchaser a duly executed and acknowledged Special Warranty Deed with Vendor's Lien, in the form shown attached, to convey the Property to Purchaser; and
- B. Purchaser shall pay to Seller the cash portion of the purchase price of the Property and execute the Note and Deed of Trust herein provided for;
- C. General real estate taxes for the year 2010 relating to the Property shall be prorated to the date of closing. All special taxes or assessments (other than the street assessment described in Section 3 B above), if any, to the Closing Date, and all delinquent taxes of any nature on the Property, including penalty and interest, shall be paid by Seller. All Closing Costs not mentioned specifically herein, including, without limitation, recording and escrow fees, shall be assessed to both parties equally.
- D. Possession of the Property shall be delivered subject to the Lease. Purchaser shall take possession of Tract 1 at closing.

12. Seller's Right to Lease the Property. As part of the consideration for the purchase of the Property, Seller and/or Mike Hall shall have the right to lease Tracts 2 and 3 of the Property from Purchaser at a yearly rental of ONE AND 00/100 DOLLAR (\$1.00) for a period of five (5) years from the date of Closing and for additional periods as may be mutually agreed upon by the parties but in no event shall the lease terminate on Tract 3 for as long as Emajeane Haggard Hall physically resides on Tract 3. The Property shall be leased to Seller and/or Mr. Mike Hall, currently residing at 1329 West Park Blvd, Plano, Texas, as a personal single family residence and/or for agricultural purposes only.

Purchaser shall prepare the Lease, in a form as shown in **Exhibit "E"**, at its expense and it shall be executed by Purchaser and Seller at the Closing. The Lease Agreement shall provide, along with the standard provisions of an agricultural lease, that Purchaser shall have, after the fifth anniversary date following the Closing Date, the right to terminate the Lease Agreement as to Tract 2

and to use the released acreage for park purposes. Upon Emajeon Haggard Hall ceasing to physically reside on Tract 3 for a period greater than ninety (90) days, Mike Hall shall have the option to reside on Tract 3 until such time as the Purchaser has awarded a contract to begin the planning and design process for development of the entire property; at which time, Purchaser shall give not less than one full year's notice of its intent to terminate the lease as to Tract 3 and to use the released acreage for park purposes. After the expiration of the Lease or any extension thereof, all real improvements to the Property made during the lease period shall become the property of Purchaser.

13. Real Estate Commission. Seller and Purchaser acknowledge to each other that no real estate commissions have been occasioned by the execution and/or consummation of this Contract by either party's actions.

14. Miscellaneous.

- A. This Contract embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties;
- B. Time is of the essence of this Contract;
- C. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Seller or Purchaser, as the case may be, at the address set forth opposite the signatures of such party hereto;
- D. All the terms and conditions of this Contract are hereby made binding on the executors, heirs, administrators, successors and assigns of all of the parties hereto;
- E. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise;
- F. The captions used in connection with paragraphs of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language of this Contract; and
- G. This Contract shall not be considered fully executed or binding on Purchaser until the same shall be executed by Seller and the City Manager of the City of Plano and approved and accepted by the City Council of the City of Plano by Resolution in open meeting as required by law. After such approval and acceptance, Purchaser shall deliver to Seller a certified copy of the Resolution as evidence of the authority of the signatories hereto to bind Purchaser on this Contract and to perform same in accordance with its terms.

15. Assignment of Contract. This Contract may not be assigned by Purchaser or Seller.

16. Termination and Remedies. In the event that any of the Seller's representations or warranties contained herein are untrue on the Closing Date, or Seller shall have failed on the Closing Date to have performed the covenants and agreements contained herein which are to be performed by Seller on or before the Closing Date, Purchaser may terminate this Contract by giving written notice of termination to Seller on or before the Closing Date. If this Contract is terminated by Purchaser

pursuant to the express provisions hereof pursuant to the mutual agreement of the parties hereto, Seller and Purchaser shall have no further obligation or liabilities to the other hereunder. If Seller defaults in performing its obligations hereunder for any reason, other than Purchaser's default, Purchaser may terminate this Contract, or at its option, sue for specific performance. If Purchaser shall fail to consummate the Contract for any reason, other than Seller's default or the termination of this Contract pursuant to the provisions hereof, Seller may terminate this Contract or, at its option, sue for specific performance.

17. Survival of Closing. Purchaser and Seller agree that the provisions of any paragraph of this Contract, the terms of which are not satisfied completely at the Closing, shall survive the Closing of this Real Estate Contract.

18. NO REPRESENTATIONS OR WARRANTIES; AS-IS. **SUBJECT TO THE INSPECTION RIGHTS AS SET FORTH IN SECTION 7 ABOVE, PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT PURCHASER HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY BY PURCHASER AND THAT PURCHASER IS PURCHASING THE PROPERTY ON AN "AS-IS, WHERE-IS, AND WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. PURCHASER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. THE EXPRESS INTENTION OF PURCHASER AND SELLER IS THAT PURCHASER SHALL PURCHASE THE PROPERTY FROM SELLER WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, FROM OR OF SELLER, OTHER THAN THE SPECIAL WARRANTY OF TITLE AS PROVIDED HEREIN. THIS PARAGRAPH 18 SHALL SURVIVE THE CLOSING.**

19. All notices required to be furnished hereunder shall be furnished to (1) Seller and (2) Purchaser as follows:

FOR PURCHASER: Director of Parks and Recreation
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358

FOR SELLER : Mike Hall
1329 West Park
Plano, Texas 75075

or such other address as Seller or Purchaser shall specify in a notice satisfying this Section.

DATED AS OF THIS _____ DAY OF _____, 2010.

SELLER:

EMAJEAN HAGGARD HALL

PURCHASER:

CITY OF PLANO, TEXAS

By:

Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

THE PROPERTY

METES AND BOUNDS DESCRIPTION
(To Be Inserted Upon Completion of Survey)



EXHIBIT "B"
PROMISSORY NOTE

Date:

Borrower: City of Plano, Collin County, Texas

Borrower's Mailing Address: City of Plano
1520 Avenue K
Plano, Texas 75074

Lender: Emajeon Haggard Hall

Place of Payment:

Principle Amount: Seven Million Sixteen Thousand Dollars (\$7,016,000.00)

Annual Interest Rate: 0.00 percent

Maturity Date: March 1, 2013

Annual Interest Rate on Matured, Unpaid Amounts: 0.00 percent

Terms of Payment: The Principal Amount is due and payable in annual installments as follows:

Seven Hundred and Ninety Two Thousand Dollars (\$792,000.00) due on March 1, 2011;

Three Million One Hundred and Twelve Thousand Dollars (\$3,112,000.00) due on March 1, 2012; and

Three Million One Hundred and Twelve Thousand Dollars (\$3,112,000.00) due on March 1, 2013.

Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Security for Payment: This note is secured by a deed of trust dated _____ from Borrower to _____, trustee, which covers the following real property:

Other Security for Payment: Borrower promises to pay to the order of Lender the Principal Amount. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date.

Notice to Cure Default: Notwithstanding any other provisions of this note, in the event of a default, before exercising any of Lender's remedies under this note or any deed of trust securing it, Lender will first give Borrower written notice of default and Borrower will have ten days after notice is given in which to cure the default.

Borrower is responsible for all obligations represented by this note.

Borrower

EXHIBIT "C"

FORM OF SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN §

THAT EMAJEAN HAGGARD HALL, an individual ("Grantor"), for and in consideration of (a) the sum of Ten and No/100 Dollars cash, (b) the execution and delivery by Grantee of that certain Note dated of even date herewith (the "Note") executed by Grantee, payable to the order of Grantor, said Note being secured by a first and superior vendor's lien and superior title retained in this deed in favor of Grantor, and by a first-lien Deed of Trust of even date herewith from Grantee to _____, Trustee for the benefit of Grantor, and (c) other good and valuable consideration paid in hand, the receipt and sufficiency of which is hereby acknowledged, by CITY OF PLANO, TEXAS (the "Grantee"), whose address is _____, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DO GRANT, BARGAIN, SELL and CONVEY unto Grantee: (i) the real property described in Exhibit A attached hereto and made a part hereof (the "Real Property"), (ii) Grantor's interest in all rights, privileges and easements appurtenant to the Real Property, including, without limitation, all oil gas and other minerals and all hydrocarbon substances of every nature, as well as all development rights, air rights, water, water rights (and water stock, if any) relating to the Real Property and any easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Real Property, and (iii) all improvements and fixtures located on the Real Property (the Real Property, together with clause (ii) and (iii) above being hereinafter sometimes collectively referred to as the "Property").

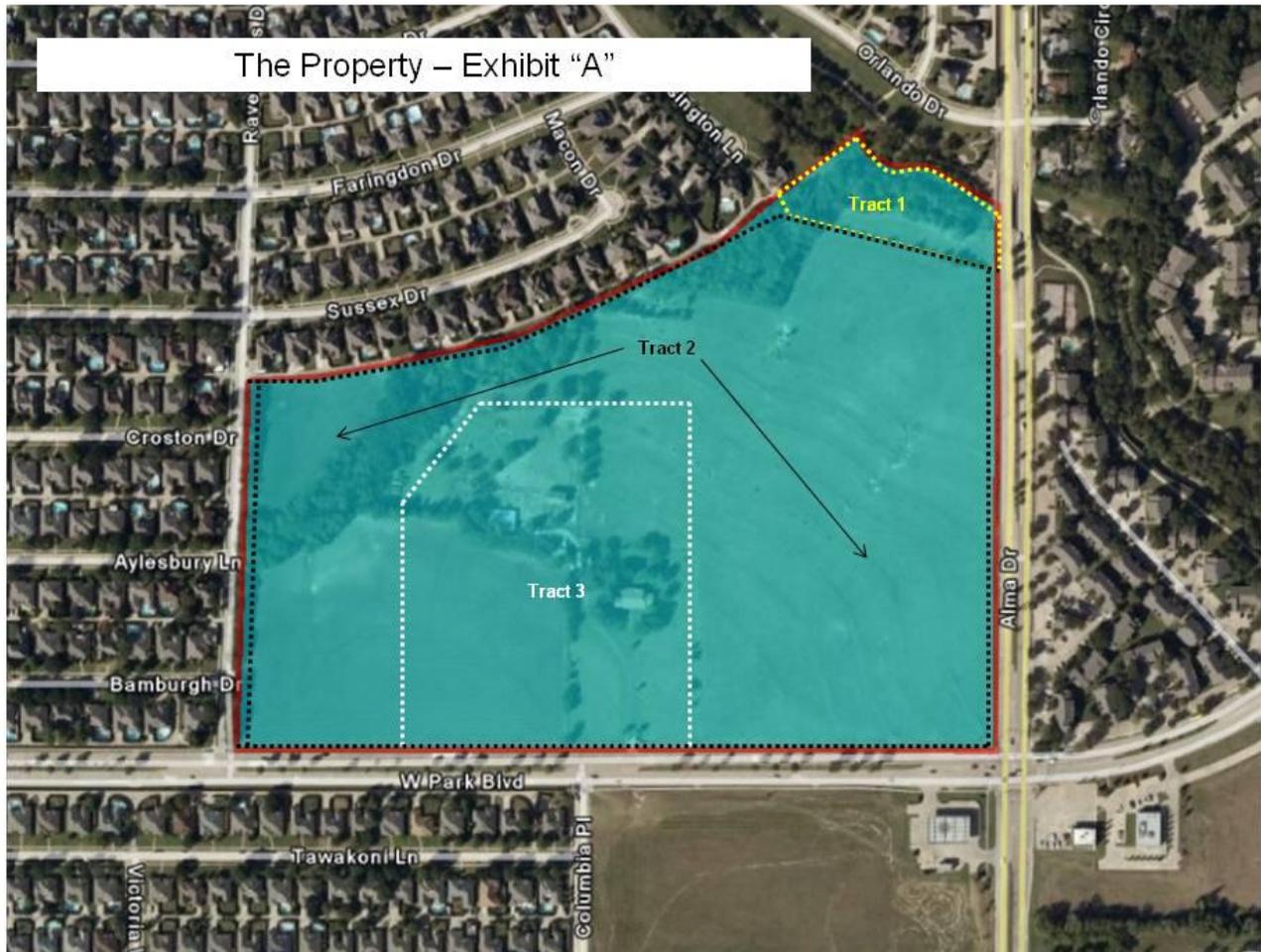
This conveyance and the warranties of title herein are expressly made subject only to the liens, encumbrances, easements and other exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference for all purposes to the extent the same are valid and subsisting and affect the Property (the "Encumbrances").

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, but subject to the Encumbrances.

The vendor's lien against and superior title to the Property is hereby retained in favor of Grantor, its successors and assigns, until the Note, together with all interest and other sums to accrue or to become payable

**EXHIBIT "A" (to Warranty Deed)
The Property**

METES AND BOUNDS DESCRIPTION
(To Be Inserted Upon Completion of Survey)



**EXHIBIT "B" (to Warranty Deed)
ENCUMBRANCES**

EXHIBIT "D"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

Date: _____, 2010

Grantor: CITY OF PLANO, TEXAS

Grantor's Mailing Address (including county):

Trustee: _____

Trustee's Mailing Address (including county):

Beneficiary: EMAJEAN HAGGARD HALL

Beneficiary's Mailing Address (including county):

Note:

Date: _____, 2010

Amount: \$7,016,000.00

Maker: The City of Plano, Texas

Payee: Emajeon Haggard Hall

Final Maturity Date: March 1, 2013

Terms of Payment (optional): As therein provided.

Property (including any improvements):

See attached Exhibit A.

Prior Lien(s) (including recording information):

None.

Other Exceptions to Conveyance and Warranty:

None.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Beneficiary's expense.

Grantor's Obligations

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust; and
5. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and 30 days to cure any non-monetary default or 10 days to cure any monetary default, the Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rental and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession

of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. When the context requires, singular nouns and pronouns include the plural.

9. The term note includes all sums secured by this deed of trust.

10. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

11. If Grantor and Maker are not the same person, the term Grantor shall include Maker.

12. Grantor may prepay the note at any time without penalty. Upon the payment in full of the note, this deed of trust shall be released.

13. Grantor represents that this deed of trust and the note are given for the following purposes:

The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a vendor's lien thereon retained in deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED as of the date first set forth above.

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
City Manager

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010 by Thomas H. Muehlenbeck, City Manager of the City of Plano, Texas, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Ginger M. Webber
Jackson Walker L.L.P.
777 Main Street, Suite 2100
Fort Worth, Texas 76102

Exhibit A (to Deed of Trust)

Legal Description

(To Be Inserted Upon Completion of Survey)

EXHIBIT "E"

LEASE AGREEMENT

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

THIS LEASE AGREEMENT ("Lease Agreement") entered into as of the date recited at the conclusion of this Lease Agreement, is by and between **THE CITY OF PLANO, TEXAS** (a Texas home-rule municipal corporation, acting hereby through its duly authorized City Manager (hereinafter referred to as "Lessor") and Emajeane Haggard Hall and Mike Hall, being of Collin County, Texas (hereinafter collectively called "Lessees");

WITNESSETH

I.

Lessor hereby leases to Lessees and Lessees hereby take from Lessor, the property situated within the City of Plano, County of Collin, State of Texas, as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements, rights, privileges, easements and appurtenances belonging to or in any way pertaining to the said premises (all leased premises herein called the "Property").

II.

The term of this Lease Agreement shall commence on the date hereof and shall continue for a period of five (5) years. The Lessees may, with Lessor's consent, renew the lease for additional periods as may be mutually agreed upon by the parties following the initial five (5) year lease period, subject to the same terms and conditions herein stated. Lessees' notice to extend the lease and Lessor's consent must be given to each other in writing at least ninety days before the end of the initial lease period. Failure to give timely notice or Lessor's failure to give consent will result in termination of this Lease Agreement. Notwithstanding the above, the lease for Tract 3 as shown in Exhibit "A" shall not terminate for as long as Emajeane Haggard Hall physically resides on Tract 3. Also, her son, Mr. Mike Hall, shall have the option to reside on Tract 3 until such time as the Purchaser has awarded a contract to begin the planning and design process for development of the entire property; at which time, Purchaser shall give not less than one full year's notice of its intent to terminate the lease as to Tract 3 and to use the released acreage for park purposes. The Property shall be leased to Lessees as a personal single family residence and/or for agricultural purposes only.

III.

Lessees agree to pay to Lessor an annual rental of ONE AND 00/100 DOLLARS (\$1.00). The first such payment shall be due on the date of execution hereof by Lessor; and each subsequent payment shall be due on the 10th day following the anniversary date of this Lease Agreement. All such payments shall be mailed or delivered to Lessor

at its address, and to the attention of the person hereinafter stated in this Lease Agreement. If any ad valorem taxes accrue on the Property as a result of the use or occupancy of the Property by Lessees, Lessees shall be responsible for payment of those taxes.

IV.

Lessees shall have the right to reside on and/or use the Property for agricultural purposes only, including the growing of crops and raising of livestock or other uses expressly approved by the Lessor, which approval shall not be unreasonably withheld. Lessees shall have the use and privilege of occupancy of barns and other outbuildings presently situated on the Property. Lessees shall not put the Property to any use not related to those set out in this Section. No drilling of any kind shall occur on the property without the express consent of Lessor. In the event the Lessees request and receive permission to drill on the property, the Lessees shall comply with all city rules, regulations, policies, procedures and ordinances.

V.

Lessor shall have the right to come upon the leased premises or any part thereof at all reasonable times for the purpose of inspection of the Property or any portion of it, other than the residence, which may be inspected with prior written notice and by appointment. Lessor shall further have the right-of-way over the Property for the purposes of making such inspections after notifying the Lessees at least 24 hours in advance.

VI.

The Lessees shall not sub-lease, assign or otherwise transfer any of their rights, titles or interests to any portion of the Property during the term of this Lease Agreement without the prior written consent of Lessor.

VII.

Lessees shall be responsible for maintenance of all fences and improvements existing or to be placed on the Property by Lessees during the entire term of the Lease Agreement. Lessees have responsibility to keep the land mowed.

VIII.

Lessees shall be responsible for repairing and/or replacing any real property improvements on the Property which is abused, damaged, or destroyed by the negligence or intentional misconduct of Lessees.

Lessees shall immediately inform Lessor in writing of any damage to or destruction of real property improvements on the Property. Upon receipt of such written notice Lessor shall investigate the circumstances surrounding the destruction or damage involved. If the damage or destruction was not caused by Lessees's negligence, carelessness or abuse, or the negligence, carelessness or abuse of Lessees's invitees, guests or employees, Lessor may, but is not required to, replace or repair the damaged or destroyed improvements.

LESSEES SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD LESSOR, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THIS LEASE OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OR THE INTENTIONAL ACT OR OMISSION OF LESSEES, THEIR OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES WHO MAY ENTER THE PROPERTY DURING THE TERM OF THIS LEASE, EXCEPT TO THE EXTENT CAUSED BY THE LESSOR'S AGENTS, EMPLOYEES, OR CONTRACTORS. LESSEES ARE EXPRESSLY REQUIRED TO DEFEND LESSOR AGAINST ALL SUCH CLAIMS.

IX.

(a) Lessees shall have the right to use surface and/or storm waters flowing across the Property in natural tributaries or otherwise, for such uses as they may desire during this Lease Agreement, without any payment being made therefore to Lessor.

(b) Lessees shall be solely responsible for furnishing any water to the Property for their use during this Lease Agreement, which water is transported through pipes or mains from external sources.

(c) Lessees shall be solely responsible for providing and paying for any and all utility services to the Property they desire during the Lease Agreement, including but not limited to electricity, gas, and telephone services.

X.

LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE PROPERTY, CROPS OR LIVESTOCK OF LESSEES OR OF OTHERS LOCATED ON THE PROPERTY, NOR FOR THE LOSS OR DAMAGE TO ANY PROPERTY OR LIVESTOCK OF LESSEES BY THEFT OR OTHERWISE. LESSOR SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM LESSEES OCCUPANCY AND USE OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIRE, EXPLOSION, STEAM, GAS, ELECTRICITY, WATER, RAIN, OR SNOW, OR BY ANY CAUSE OF WHATSOEVER NATURE.

LESSEES HAVE INSPECTED THE PROPERTY AND ACCEPT IT IN "AS IS" CONDITION. ALL PROPERTY AND LIVESTOCK OF LESSEES KEPT OR STORED ON THE PROPERTY SHALL BE SO KEPT OR STORED AT THE RISK OF LESSEES ONLY, AND LESSEES SHALL HOLD LESSOR HARMLESS FROM ANY CLAIM ARISING OUT OF DAMAGE TO THE SAME.

XI.

Lessees shall take good care of the Property and its fixtures and suffer no waste; and shall maintain the Property in a clean and sanitary condition, free of debris and trash, during the term of this Lease Agreement. At the expiration or end of the term of this Lease Agreement, Lessees shall deliver up the Property in good order and condition. All improvements put in at the expense of Lessees during the term of this Lease Agreement may be removed at the time of the expiration of the Lease Agreement. If not removed, they shall become the property of Lessor.

XII.

Lessees shall provide to Lessor and maintain during the full term of this Lease proof of insurance in the amounts shown in Exhibit "B".

XIII.

The terms, conditions and covenants contained in this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and/or heirs.

XIV.

Lessees may terminate this lease at any time by giving ninety days advance written notice.

XV.

All notices required to be furnished hereunder shall be furnished to (1) Lessor and (2) Lessees as follows:

FOR LESSOR: Director of Parks and Recreation
 City of Plano
 P.O. Box 860358
 Plano, Texas 75086-0358

FOR LESSEES: Mike Hall
 1329 West Park
 Plano, Texas 75075

or such other address as Lessor or Lessees shall specify in a notice satisfying this Section.

[remainder of page intentionally left blank]

EXECUTED THIS _____ day of _____, 2010.

PURCHASER:

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

TENANT:

Name: _____
Address: _____

TENANT:

Name: _____
Address: _____

EXHIBIT "A"

DESCRIPTION OF LEASE PROPERTY



Exhibit "A" to Lease Agreement – Tract 3

Any illustrated boundary line that does not currently follow an existing fence line will be Lessor's responsibility to establish a new fence. New fences will only be required if Tract 2 is no longer leased to Lessor per terms of the Lease Agreement. Should City open Tract 2 to the public before design and development of entire property, City will erect a security fence along northwest boundary line.

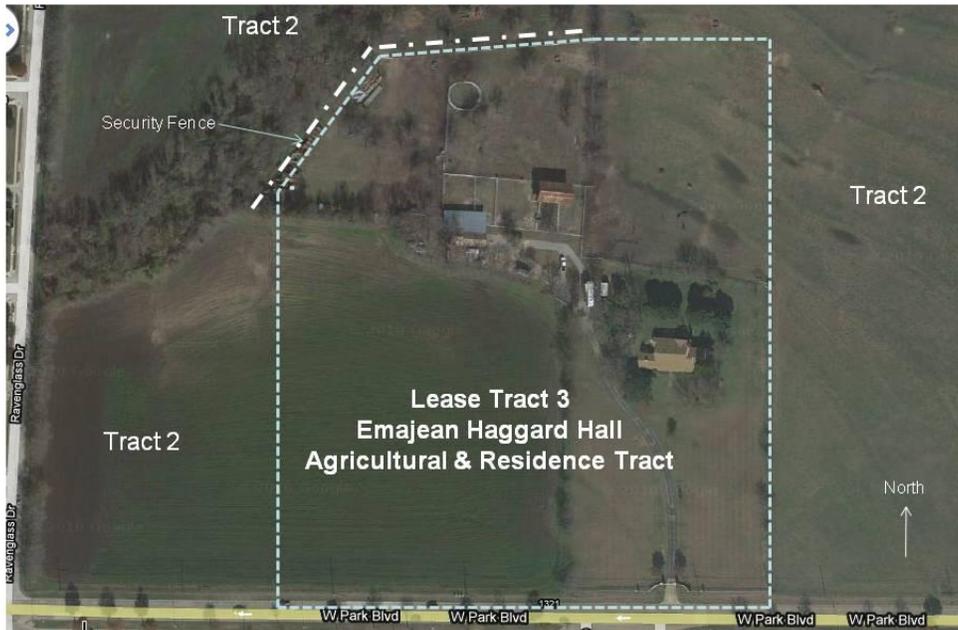


EXHIBIT "B"

INSURANCE REQUIREMENTS

**City of Plano
Insurance Requirements**

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General a)	\$1,000,000 per occurrence bodily injury & property damage. The <i>Damage to Premises Rented To You</i> limit should be increased to \$50,000.	Lease of City of Plano owned remises require tenants to provide Commercial General Liability. City of Plano must be named as an additional insured.
2. Business Auto Liability	As required by State of Texas	Required where a vehicle will be used on the premises. Coverage must include: All owned, leased, hired, non-owned and employee non-owned vehicles.
3. Commercial Property	Value of tenant's property	A waiver of subrogation must be in favor of the City of Plano.

DATE: September 8, 2010
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of September 7, 2010

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2010-14
APPLICANT: CITY OF PLANO**

Request to amend Subsection 2.820 (Corridor Commercial) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance pertaining to residential setback requirements of the Corridor Commercial zoning district.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Approved as follows: (deletions are indicated in strikethrough text)

Amend Subsection 2.820 (CC - Corridor Commercial) 3. (Area, Yard and Bulk Requirements) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) as follows:

Maximum Height: 20 story, not to exceed 325 feet in height ~~except as noted in Setbacks from Residential Districts below~~

~~**Setbacks from Residential Districts:** In addition to the above yard requirements, the following additional setbacks shall apply: (as measured from nearest residential district boundary line)~~

~~A minimum setback of three times the height up to a maximum height of eight stories or 140 feet, whichever is more restrictive, for a minimum distance of 1,000 feet.~~

~~Beyond 1,000 feet, the setback shall be increased at one times the height above eight stories or 140 feet, whichever is more restrictive, up to 20 stories or 325 feet in height, whichever is more restrictive.~~

FOR CITY COUNCIL MEETING OF: September 27, 2010 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dw

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 7, 2010

Agenda Item No. 6

Public Hearing: Zoning Case 2010-14

Applicant: City of Plano

DESCRIPTION:

Request to amend Subsection 2.820 (Corridor Commercial) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance pertaining to residential setback requirements of the Corridor Commercial zoning district.

REMARKS:

In 2007, the City Council approved Zoning Case 2007-21 which amended the Corridor Commercial (CC) zoning district to remove regulations that increase the front, side, and/or rear yard setbacks for nonresidential development adjacent to residential districts. In the ordinance finalizing these amendments, staff noticed that the provision that was to be removed pertaining to increased setback requirements was mistakenly left in the ordinance. The Planning & Zoning Commission called a public hearing on July 19, 2010, to consider amending the Zoning Ordinance in order to correct the ordinance.

The CC zoning district, which was created in 1999, is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways. At that time, it incorporated the same residential setback requirements as the Regional Employment (RE) and Regional Commercial (RC) zoning districts. Generally, the RE and RC zoning districts contain larger and deeper parcels of land than the CC district, and the RE and RC zoning districts are bounded by parallel thoroughfares that separate nonresidential development within the RE and RC districts from adjacent residential districts. These additional setback requirements are easy to implement within the RE and RC zoning districts, but in the CC district they create a burden on some existing parcels, making them difficult to develop.

Article 3 (Supplementary Regulations) of the Zoning Ordinance contains general standards that increase the front, side, and/or rear yard setbacks for nonresidential development adjacent to residential zoning districts. Staff feels that these standards provide sufficient safeguards for residential neighborhoods, and that these standards are better suited to the parcel sizes and roadway patterns within the CC district than the residential setback requirements of the CC district. Furthermore, the Residential Adjacency Standards within the Zoning Ordinance provide additional residential protection from certain nonresidential uses by addressing height, setbacks, screening, noise, loading spaces, vehicular service bays, and other operational performance based issues.

RECOMMENDATION:

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

Amend Subsection 2.820 (CC - Corridor Commercial) 3. (Area, Yard and Bulk Requirements) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) as follows:

Maximum Height: 20 story, not to exceed 325 feet in height ~~except as noted in Setbacks from Residential Districts below~~

~~**Setbacks from Residential Districts:** In addition to the above yard requirements, the following additional setbacks shall apply: (as measured from nearest residential district boundary line)~~

~~A minimum setback of three times the height up to a maximum height of eight stories or 140 feet, whichever is more restrictive, for a minimum distance of 1,000 feet.~~

~~Beyond 1,000 feet, the setback shall be increased at one times the height above eight stories or 140 feet, whichever is more restrictive, up to 20 stories or 325 feet in height, whichever is more restrictive.~~

ZC 2010-14

An Ordinance of the City of Plano, Texas, amending Subsection 2.820 (CC - Corridor Commercial) of Section 2.800 (District Charts) of Article 2 (Zoning Districts) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to residential setback requirements of the Corridor Commercial zoning district; 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 September, 2010, for the purpose of considering a change in the Zoning Ordinance; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 27th day of September, 2010; and

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

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

Section I. Subsection 2.820 (CC - Corridor Commercial) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended pertaining to residential setback requirements of the Corridor Commercial zoning district, such portion of subsection to read as follows:

Section 2.800 District Charts

Subsection 2.820 CC - Corridor Commercial

3. Area, Yard and Bulk Requirements

Maximum Height: 20 story, not to exceed 325 feet in height

Section II. Subsection 2.820 (CC - Corridor Commercial) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended pertaining to residential setback requirements of the Corridor Commercial zoning district, such portion of subsection to be deleted as follows:

Section 2.800 District Charts

Subsection 2.820 CC - Corridor Commercial

3. Area, Yard and Bulk Requirements

Setbacks from Residential Districts: In addition to the above yard requirements, the following additional setbacks shall apply (as measured from nearest residential district boundary line):

A minimum setback of three times the height up to a maximum height of eight stories or 140 feet, whichever is more restrictive, for a minimum distance of 1,000 feet.

Beyond 1,000 feet, the setback shall be increased at one times the height above eight stories or 140 feet, whichever is more restrictive, up to 20 stories or 325 feet in height, whichever is more restrictive.

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

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

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

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

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

PASSED AND APPROVED THIS THE 27TH DAY OF SEPTEMBER, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY