PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 6:00 P.M. ON DECEMBER 18, 2007, FOLLOWED BY PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

Mission Statement: 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.

EXECUTIVE SESSION

I.	Legal Advice A. Respond to questions and receive legal advice on agenda items	Wetherbee	15 min.
II.	Economic Development A. Discuss a financial offer or other incentive to a business prospect to locate, stay, or expand in Plano and consider any commercial and financial information from the business prospect.	Muehlenbeck	15 min.

PRELIMINARY OPEN MEETING

I.	Consideration and action resulting from Executive Session discussion:	Council	5 min.
II.	Personnel Appointments Cultural Affairs Commission Transition and Revitalization Commission	Council	5 min.
III.	Mobility Report	Neal	5 min.
IV.	Update regarding TMRS Actions	Rhodes	10 min.
V.	Council items for discussion/action on future agendas	Council	5 min.
VI.	Consent and Regular Agenda	Council	5 min.

VII.	Council Reports	Council	5 min.
	A. Council May Receive Information, discuss and provide direction on the following reports:		
	B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees		

In accordance with the provisions of the Open Meetings Act, during Preliminary Open Meetings, agenda items will be discussed and votes may be taken where appropriate.

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber is accessible by elevator to the lower level. 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.

CITY COUNCIL

1520 AVENUE K

DATE: **December 18, 2007**

CALL TO ORDER: **7:00 p.m.**

PLEDGE OF ALLEGIANCE **Cub Scout Pack 1259, Den 7**
Hughston Elementary

NATIONAL ANTHEM: **Robert Dixon**

ITEM NO.	EXPLANATION	ACTION TAKEN

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.

The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.

SPECIAL RECOGNITION & PRESENTATION

Special Recognition: 2007 MP3 Graduates

Presentation: Urban Design Award for Courtyard Theatre and Cox Building Projects

OATH OF OFFICE

Global Advisory Committee

Kenneth Roberts

THE CITY SECRETARY RECEIVES SPEAKER CARDS AT THE BEGINNING OF THE MEETING

COMMENTS OF PUBLIC INTEREST

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.

ITEM NO.	EXPLANATION	ACTION TAKEN
	CONSENT AGENDA	
	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.	
(a)	**Approval of Minutes**	
	December 10, 2007	
	Approval of Expenditures	
	Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)	
(b)	**Bid No. 2008-27-B** for four Diesel Powered Concrete Saws to Six & Mango Equipment, LLP in the amount of $60,508.	
	Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).	
(c)	To authorize a contract for the construction of Plano Fire Station 12, the Fire Department Logistics Building and the Plano Emergency Operations Center for the guaranteed maximum price of $12,071,015 by Hisaw and Associates General Contractors, Inc., through the Texas Interlocal Purchasing System and Texas-Arkansas Purchasing System Contract No. 0105207-05, and authorizing the City Manager to execute all necessary documents.	
(d)	To approve of the purchase of six Chevrolet Impala Sedans (9C3) in the amount of $108,828 from Caldwell Country Chevrolet through an existing contract/agreement with State of Texas Contract and authorizing the City Manager to execute all necessary documents. (CPA #071-A2)	
(e)	To approve of the purchase of three Ford F-450 Cab/Chassis with Aerial Man-Lifts in the amount of $199,120 from Philpott Motor Company, through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#208-04)	
(f)	To approve the purchase of eighteen Chevrolet Pick-Up Trucks in the amount of $408,414 from Caldwell Country Chevrolet through an existing contract/agreement with HGAC Cooperative Purchase Program and authorizing the City Manager to execute all necessary documents. (VE03-06)	
(g)	To authorize an expenditure in the amount of $199,902 with Solid Border for Web Security Solution through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (Solid Border DIR Contract No. DIR-SDD-255)	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	To authorize an expenditure in the amount of $770,129 with Software House International (SHI) for a Microsoft Enterprise Agreement renewal and True-Up for our server and desktop licenses through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (SHI DIR Contract No. DIR-SDD-198).	
(i)	To authorize the purchase of Network Servers in the amount not to exceed $500,000 from IBM, Hewlett Packard and Sun Microsystems through the Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (IBM DIR-SDD-190; HP DIR-SDD-223; and Sun DIR-SDD-503).	
(j)	To authorize the purchase of Infrastructure Backbone Switches in the amount not to exceed $600,000 from Internetwork Experts, Inc. through the Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (INX DIR-SDD-239).	
(k)	To approve the purchase of hardware and equipment for Phase II of the MotoMesh Broadband System Project from Motorola, Inc. in the amount of $9,800,000 through an existing contract/agreement with Houston Galveston Area Council (HGAC), and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. RA01-06).	
(l)	To authorize the purchase of Infrastructure Backbone Switches for the Plano Library System, in the amount of $97,936 from Internetwork Experts, Inc. through the Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (INX DIR-SDD-239).	
	Approval of Agreement	
(m)	To approve a Pole Attachment License Agreement by and between the City of Plano and GTE Southwest Incorporated d/b/a Verizon Southwest, in the amount not to exceed $25,000 to allow the City of Plano to mount Mesh Network devices to distribute electricity to agreed on GTE Southwest Incorporated d/b/a Verizon Southwest distribution poles for the purpose of Motorola's City Wide Build Out, and authorizing the City Manager to execute all necessary documents.	
(n)	To approve a Pole Attachment License Agreement by and between the City of Plano and Denton County Electric Cooperative, Inc. d/b/a CoServ Electric, Inc. in the amount not to exceed $25,000 to allow the City of Plano to mount Mesh Network devices to distribute electricity to agreed on CoServ distribution poles for the purpose of Motorola's City Wide Build Out, and authorizing the City Manager to execute all necessary documents.	
	Approval of Change Order	
(o)	To Roadway Solutions, Inc., increasing the contract by $36,000 for Traffic Signal Construction for the MotoMesh Network Project. Change Order No. 2. (Bid No. 2006-203-P)	

ITEM NO.	EXPLANATION	ACTION TAKEN
(p)	To Miller Pipeline Corporation, increasing the contract by $111,689 for Dallas North Trunk Sewer Main Rehab, Change Order No. 2. (Original Bid No. 2007-74-B). This change order is for the increased cost for by-pass pumping due to higher flows than specified in the contract due to the extensive spring rains and increases in actual quantities used to complete the project.	
	Miscellaneous Purchase Authorization	
(q)	To reallocate funds in the amount of $265,000 from Lone Star Temporary Services LLC to Labor Ready Central Inc. for temporary labor services for Sustainability and Environmental Services.	
(r)	To ratify expenditure in the amount of $177,989 to EnviroMedia Social Marketing for market research, analysis, design/logo creation and production/media costs in relation to "Live Green in Plano" program.	
	Adoption of Resolutions	
(s)	To approve the dedication of a 25,421 square foot tract of land owned by the City of Plano, Texas for dedication as a fire lane, access and utility easement for Enfield Park Addition, Lot 1R, Block 1, said parcel situated in the Daniel Rowlett Survey, Abstract No. 738 in the City of Plano, Collin County, Texas, and providing an effective date.	
(t)	To approve the dedication of a 12,496 square foot tract of land owned by the City of Plano, Texas for dedication as a water easement for Enfield Park Addition, Lot 1R, Block 1, said parcel situated in the Daniel Rowlett Survey, Abstract No. 738, in the City of Plano, Collin County, Texas, and providing an effective date.	
(u)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Cadbury Adams USA, LLC., a Delaware Limited Liability Corporation, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date.	
(v)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and LifePort Inc., a Washington Corporation, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date.	
	Adoption of Ordinances	
(w)	To abandon all right, title and interest of the City, in and to a portion of that certain fifteen foot (15') sanitary sewer easement being situated in the Grizzell Kennedy Survey, Abstract Number 499, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, RH of Texas Limited Partnership, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	ITEMS FOR INDIVIDUAL CONSIDERATION:	
	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.	
	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.	
(1)	**Public Hearing and an Ordinance** – To designate a certain area within the City of Plano as Reinvestment Zone No. 112 for a tax abatement consisting of a 6.829 acre tract of land located approximately at the northeast corner of Dallas North Tollway and Tennyson Parkway, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date.	
(2)	**A Resolution** to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, the County of Collin, Texas, and Cadbury Adams USA, LLC, a Delaware Limited Liability Corporation, and providing for a business personal property tax abatement, and authorizing its execution by the City Manager; and providing an effective date.	
(3)	**Public Hearing and an Ordinance as Requested in Zoning Case 2007-55** – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend 14.8± acres located at the northeast corner of Parker Road and Dallas North Tollway in the City of Plano, Collin County, Texas, from Planned Development-185-Regional Commercial to Planned Development-185-Regional Commercial; 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, and an effective date. Applicant: Cencor Realty Services.	
(4)	**Status Report** regarding compliance with pending ISO evaluation.	
	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.	

city of plano

Pat Evans
Mayor

Sally Magnuson
Mayor Pro Tem

Jean Callison
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Scott Johnson
Place 2

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

December 12, 2007

Mayor Pat Evans
City Council Members
City of Plano
Plano, TX 75074

Honorable Mayor and City Council:

We will begin our meeting Tuesday evening with legal advice and discussion of business prospects.

The Preliminary Open Meeting agenda will consist of personnel appointments, the monthly Mobility Report and a presentation by Karen Rhodes regarding recent TMRS actions.

I look forward to seeing you on Tuesday evening next week, with a later starting time of 6 p.m.

Sincerely yours,

Thomas H. Muehlenbeck

Thomas H. Muehlenbeck
City Manager

THM/cp

P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
www.plano.gov

MEMO

DATE: December 11, 2007

TO: Honorable Mayor and City Council
City Manager Muehlenbeck
City Secretary Zucco

FROM: Kristy Land, Assistant City Secretary

RE: Personnel Appointments - Worksession Meeting

The following appointments will be considered at the December 18, 2007 Council Meeting.

Executive Meeting	**Worksession Meeting**
No items to be discussed.	Cultural Affairs Commission – Interim Appointment Expires 10/08 (Beth Weingarden Resignation) Transition and Revitalization Commission – Chair

BRDSCOM/PERSMEMO

plano Transportation Division

Transportation Mobility / Safety Report

November 2007

- Traffic Signals:
  - ✓ **Avenue K, Park Blvd, and Parker Road - Implemented new PM peak hour signal timings that reduced left-turn and side-street delay**
  - o Completed four As-Built Traffic Signal Plans
  - o Spring Creek Parkway @ Parkwood Blvd - Design New Traffic Signal: (90% completed)

- Traffic Safety:
  - ✓ **Working with PISD and PSA to address playfield spill-over parking in adjacent neighborhoods**
  - ✓ **Dominion Parkway – 40 mph speed limit goes to City Council for consideration**
  - ✓ **14th Street @ Jupiter Road – Developed future lane needs proposal for further development (Dbl-left-turn lanes for west to south movement)**
  - o Senior Transportation Services – **RFP to be released 12/07**
  - o Annual Traffic Safety Report **(25**% completed**)**
  - o Evaluate potential Red Light Camera locations (**90**% completed)
  - o City-wide Speed Zone Survey Project: 13% completed
  - o 2008 Intersection Improvement Project List**: 25% completed**

- Safe Streets Program (SSP)
  - o Rainier Road, Travis Drive, and Lexington Drive: **Permanent Plan installed.**
  - o Silverstone Drive, Parkhaven Drive, Mission Ridge Road, and Royal Oaks Drive: **Temporary Plans installed.**
  - o Old Pond Drive: **Temporary Plan installed.**
  - o Travis Drive - **Permanent Plan installed**
  - o Ranier Road South of Spring Creek Parkway - **Permanent Plan installed**
  - o Lexington Drive **- Permanent Plan installed**
  - o Micarta Drive (Temporary Plan installation pending)
  - o Robinson Road - Temporary Plan installation pending
  - o Russell Creek Drive East of Independence - Temporary Plan installation pending
  - o Enchanted Ridge Drive/Presidio Lane (On hold waiting on response from the sponsor)

Participating Neighborhoods Active in the Program

- o Cumberland Trail (**Permanent Plan installed**)
- o Crossbend from Tumbril Lane to Coit (**Permanent Plan installed**)
- o Travis Drive (**Permanent Plan installed**)
- o Ranier Road South of Spring Creek Parkway (**Permanent Plan installed**)
- o Lexington Drive (**Permanent Plan installed**)
- o Silverstone Drive (**Temporary Plan installed**)
- o Parkhaven Drive (**Temporary Plan installed**)
- o Mission Ridge from Parker to Matterhorn (**Temporary Plan installed**)
- o Royal Oaks Drive (**Temporary Plan installed**)
- o Old Pond Drive (**Temporary Plan installed**)
- o Micarta Drive (Temporary Plan installation pending)
- o Robinson Road (Temporary Plan installation pending)
- o Russell Creek Drive East of Independence (Temporary Plan installation pending)

pom

IIa

- Enchanted Ridge Drive/Presidio Lane (On-hold, waiting response from sponsor)

- Long Range Planning:
  - ✓ **No-Parking Guidelines – Draft procedures under review by staff**
  - ✓ **Thoroughfare Standards Rules and Regulations – Final draft goes to printing**
  - ✓ **Taxi Voucher program – RFP to be released December 2007**
  - Develop administrative structures for division Laser Fiche filing system (15% completed)
  - Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

pom
III b

Preliminary Open Meeting Agenda Item IV Update regarding TMRS Actions

Karen Rhodes

pam IV a

Discussion/Action Items for Future Council Agendas

2007

December 13 – City Employee Holiday Luncheon, Plano Centre, 11 a.m.

December 14 – Dedication of Officer Wes Hardy Community Room, Joint Use Facility, 2 p.m.

December 24 & 25 – Christmas & Winter Holidays

2008

January 1 – New Year's Day

January 14
Comprehensive Monthly Financial Report

Public Hearing: Comprehensive Plan Revision - Request to amend the Land Use and Transportation Elements of the Comprehensive Plan along with the Future Land Use Plan and Thoroughfare Plan maps

January 21 – MLK Holiday
MLK Leadership Breakfast, CCCC, 7:45 a.m.

January 28
Mobility Report
DART Report

February 11

February 21 – District 1 Roundtable, Plano Centre, 7 p.m.

February 25
Mobility Report
DART Report
Comprehensive Monthly Financial Report

***March 4**

pcmva

Updated 12/12/2007 2:13 PM

March 8 – 12 – NLC Congressional Cities Conference

***March 25**
Mobility Report
DART Report
Comprehensive Monthly Financial Report

3-Year Financial Forecast

April 1 – VIP Recognition Program, 7 p.m.

April 14

April 28
Mobility Report
DART Report
Comprehensive Monthly Financial Report

May 10 – Election Day

May 12
Law Enforcement Memorial Service, 1 p.m.

May 20 – Canvass Day

May 26 – Memorial Day

May 27
Mobility Report
DART Report
Comprehensive Monthly Financial Report

June 5 – District 3 Roundtable, PSA StarCenter, 7 p.m.

June 25 – City Council Retreat

August 21 – District 4 Roundtable, PSA StarCenter, 7 p.m.

November 20 – District 2 Roundtable, Sockwell Center, 7 p.m.

pom Vb

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		8/1/07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Special Recognition: 2007 MP3 Graduates

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S):

COMMENTS:

SUMMARY OF ITEM

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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		12.11.07
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER

CAPTION

Presentaton: Urban Design Award for Courtyard Theater and Cox Building Projects

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S):

COMMENTS:

SUMMARY OF ITEM

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

PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
December 10, 2007

COUNCIL MEMBERS

Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
Loretta Ellerbe
Harry LaRosiliere
Lee Dunlap

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Evans called the meeting to order at 5:07 p.m., Monday, December 10, 2007, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Deputy Mayor Pro Tem Callison arrived at 5:21 p.m. and Council Member Stahel arrived at 5:49 p.m. Mayor Evans 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 discuss Litigation, Section 551.071 for which a certified agenda is not required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:04 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session

No items were brought forward for consideration.

Personnel Appointments

Global Advisory Committee

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, the Council voted 8-0 to appoint Kenneth Roberts and Atul Srivastava with terms to be determined.

Transition and Revitalization Commission

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Johnson, the Council voted 8-0 to appoint Janet Stovall as an interim member with a term expiring October 2008 and to defer appointment of a Chair.

Tax Increment Financing Reinvestment Zone No. 1

Upon a motion made by Mayor Evans and seconded by Mayor Pro Tem Magnuson, the Council voted 8-0 to appoint Scott Johnson as Chair.

Tax Increment Financing Reinvestment Zone No. 2

Upon a motion made by Mayor Evans and seconded by Council Member Johnson, the Council voted 8-0 to appoint Harry LaRosiliere as Chair.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Consent and Regular Agendas

Council Member Stahel advised that he would be stepping down on Consent Agenda Item "C," to authorize the purchase of maintenance support for Network Infrastructure Switches in the amount of $156,356 from InterNetwork Experts due to a possible conflict of interest.

Council Reports

Council Member Ellerbe spoke regarding the Courtyard Theatre and Cox Building receiving the Urban Design Award from the Greater Dallas Planning Council.

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting at 6:07 p.m.

Pat Evans, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
December 10, 2007

COUNCIL MEMBERS
Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
Loretta L. Ellerbe
Harry LaRosiliere
Lee Dunlap

STAFF
Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
John Gilliam, First Assistant City Attorney
Diane Zucco, City Secretary

Mayor Evans convened the Council into the Regular Session on Monday, December 10, 2007, at 7:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Mayor Pro Tem Magnuson.

The Pledge of Allegiance was led by the Men of Note Choir and they performed several holiday songs.

CERTIFICATE OF APPRECIATION

Mayor Evans presented a Certificate of Appreciation to outgoing member Pat Miner of the Transition and Revitalization Commission.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon the request of Council Member Stahel, Consent Agenda Item "C" was removed for individual consideration due to a possible conflict of interest.

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

Approval of Minutes

November 27, 2007 [Consent Agenda Item (A)]

Approval of Expenditures

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

Bid No. 2007-231-B for Municipal Center Cooling Tower Replacement to Powers MEP Engineering, Inc., in the amount of $224,000. [Consent Agenda Item (B)] (Exhibit "A")

Purchase from Existing Contract/Agreement:

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

To approve the terms and conditions of an Engineering Services Contract by and between the City of Plano and Nathan D. Maier Consulting Engineers, Inc., in the amount of $255,040 for the 15th Street- Avenue G to US 75 project; and authorizing the City Manager to execute all necessary documents. (RFP No. 2006-236-B) [Consent Agenda Item (D)]

To approve a Professional Services Agreement Contract between the City of Plano and Hayden Consultants, Inc., in the amount of $53,539 for Engineering Design Services for the Screening Wall – Desert Garden Project; and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (E)]

To approve an Engineering Contract by and between the City of Plano and R-Delta Engineers, Inc., in the amount of $194,020 for the Avenue P, 18th Street, and Belle View Addition Project; and authorizing the City Manager, to execute all necessary documents. [Consent Agenda Item (F)]

Approval of Contract Modification

To increase the contract with UBM Enterprise, Inc. by $179,961 for Custodial Services – various locations. Contract Modification #1. (2007-63-C) This modification will increase the scope of the contract to include seven additional locations for the City. [Consent Agenda Item (G)]

Approval of Change Order

To Dean Electric, Inc., dba Dean Construction, deleting certain requirements and adding others resulting in an overall decrease in the contract by $61,817 for Enfield Park Improvements, Project No. 5720, Change Order #1 (Bid No. 2007-101-B). [Consent Agenda Item (H)]

Adoption of Resolutions

Resolution No. 2007-12-1(R): To approve receipt of funds in the amount of $125,801 from the Texas State Library and Archives Commission – Loan Star Libraries to fund the following for Plano Public Library System (PPLS): gaming equipment for teen and adult programming, OCLC language sets, large print books, books on CD, DVDs, Great Courses DVDs, downloadable audios, event registration software, color poster printer, 5 digital projectors, and English and Spanish computer class instructors; and authorizing the City Manager to execute all necessary documents for receipt of the funding. [Consent Agenda Item (I)]

Resolution No. 2007-12-2(R): To approve the terms and conditions of a Texas Traffic Safety Program Grant Agreement by and between the State of Texas and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (J)]

Adoption of Ordinances

Ordinance No. 2007-12-3: To repeal Ordinance No. 2007-4-20, codified as the subsection entitled "Dominion Parkway" of Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-74(b) of the City of Plano Code of Ordinances, to establish the prima facie speed limit for motor vehicles operating along Dominion Parkway between Parkwood Boulevard and Hedgcoxe Road; authorizing and directing the Traffic Engineer to cause placement of traffic control devices indicating the speed limit; providing a fine for criminal penalties not to exceed $200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date. [Consent Agenda Item (K)]

Ordinance No. 2007-12-4: To amend Sections 11-228 (c) and Section 11-228 (e) of Chapter 11. Licenses and Business Regulations of the Code of Ordinances of the City of Plano providing for the assessment of a fee if a robbery alarm or an emergency assistance/personal distress alarm falsely alarms more than twice in a twelve month period; providing a repealer clause, a savings clause; a severability clause; and providing an effective date. [Consent Agenda Item (L)]

Ordinance No. 2007-12-5: To adopt and enact Supplement Number 80 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 (M)]

END OF CONSENT

Due to a possible conflict of interest, Council Member Stahel stepped down from the bench on the following item.

Purchase from Existing Contract/Agreement: To authorize the purchase of maintenance support for Network Infrastructure Switches in the amount of $156,356 from InterNetwork Experts through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-239) [Consent Agenda Item (C)]

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Johnson, the Council voted 7-0 to approve the purchase of maintenance support for Network Infrastructure Switches in the amount of $156,356 from InterNetwork Experts through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-239)

Council Member Stahel resumed his seat at the bench.

ITEMS FOR INDIVIDUAL CONSIDERATION:

Public Hearing and adoption of Ordinance No. 2007-12-6 as requested in Zoning Case 2007-56 –To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 588 so as to allow the additional use of Arcade on 1.1± acres of land located on the west side of U.S. Highway 75, 860± feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; 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, and an effective date. Applicant: Amazing Jakes. [Regular Agenda Item (1)]

Director of Planning Jarrell stated the request is for an SUP for an arcade in the vacant anchor tenant space of Collin Creek Mall. She additionally stated the location meets all the set back requirements for arcades that are outlined in the Zoning Ordinance and the Planning and Zoning Commission has recommended approval as submitted

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

Upon a motion made by Council Member Ellerbe and seconded by Council Member LaRosiliere, Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 588 so as to allow the additional use of Arcade on 1.1± acres of land located on the west side of U.S. Highway 75, 860± feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-56; and 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, and an effective date and further to adopt Ordinance 2007-12-6.

Public Hearing and an Ordinance as requested in Zoning Case 2007-57 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 589 so as to allow the additional use of Day Care Center on 0.5± acre of land located 100± feet west of N Avenue, 370± feet south of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; 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, and an effective date. Applicant: University of Gymnastics. [Regular Agenda Item (2)]

Director of Planning Jarrell stated the applicant requested the item to be tabled until the January 14, 2008 Council meeting.

Upon a motion made by Council Member LaRosiliere and seconded by Mayor Pro Tem Magnuson, Council voted 8-0 to table the item until January 14, 2008, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 589 so as to allow the additional use of Day Care Center on 0.5± acre of land located 100± feet west of N Avenue, 370± feet south of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1.

There being no further discussion, Mayor Evans adjourned the meeting at 7:18 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

Exhibit "A" to 12-10-07 Minutes

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/10/07	Reviewed by Legal WS	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	Diane Palmer for	City Manager		11/27/07
Agenda Coordinator (include phone #):	Dianna Wike Ext. 5512			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award/Rejection of Bid/Proposal for Bid No 2007-231-B for Municipal Center Cooling Tower Replacement to Powers MEP Engineering, Inc.., in the amount of $224,000.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	397,820	661,180	420,000	**1,479,000**
Encumbered/Expended Amount	-397,820	0	0	**-397,820**
This Item	0	-224,000	0	**-224,000**
BALANCE	0	437,180	420,000	**857,180**

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2007-08 Capital Reserve Fund. This item, in the amount of $224,000, will leave a current year balance of $437,180 for the Municipal Center project.

STRATEGIC PLAN GOAL: Cooling tower replacement relates to the City's Goals of "Premier City in Which To Live" and "Service Excellence".

SUMMARY OF ITEM

Staff recommends bid of Powers MEP Engineering, Inc. in the amount of $224,000.00 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This is for the purchase of Municipal Center Cooling Tower Replacement.

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

REV 08/98

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		12/10/07
Agenda Coordinator (include phone #):	Nancy Corwin Ext 7137			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Award/Rejection of Bid/Proposal for Bid No.: 2008-27-B for Four (4) Diesel Powered Concrete Saws to Six & Mango Equipment, LLP in the amount of $60,508.00..

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	72,000	0	72,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-60,508	0	-60,508
BALANCE	0	11,492	0	11,492

FUND(S): EQUIPMENT REPLACEMENT FUND (071)

COMMENTS: This item approves expenditures from the Equipment Replacement Fund in the amount of $60,508 for the replacement purchase of four (4) concrete saws for the Utility Operations and Streets Departments.

STRATEGIC PLAN GOAL: Replacement equipment purchases relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Staff recommends bid of Six & Mango Equipment, LLP in the estimated total contract amount of $60,508.00, based upon historical usage, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

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

Nancy Corwin

From: Gloria Marlow
Sent: Wednesday, December 05, 2007 8:08 AM
To: Nancy Corwin
Cc: Reid Choate; Gloria Marlow; January Cook
Subject: 4 ea. Concrete Saws Contract # 2008-27-B
Attachments: 4 ea Concrete SawsFinanical Works Sheet.doc

It is the recommendation of Fleet and Equipment Services to purchase four each Diesel Powered Concrete Saws in the amount of $60,508, Bid # 2008-27-B. To be awarded to Six $ Mango Equipment LLP the lowest responsible bidder meeting specifications.

One for Dept: 763/Utility District 2, replaces unit 00718. Supp# 071001, budget $18,000.00

Three for Dept: 742/ Streets, replaces units 15382, 01701, and 01713 Supp# 071001, budget $54,000.00

Attached is the Financial Work Sheet.

Thanks
Gloria Marlow
Fleet & Equipment Services
Technical Coordinator
gloriam@plano.gov
972-769-4185

b-2

CITY OF PLANO

BID NO. 2008-27-B
FOUR (4) DIESEL POWERED CONCRETE SAWS

BID RECAP

Bid opening Date/Time: December 3, 2007 @ 3:00pm

Number of Vendors Notified: 1,474

Vendors Submitting "No Bids": 11

Number of Bids Submitted: 8

Apex Pinnacle
Barnsco
BuildMartStore.com
Hertz Equipment Rental Corporation
Kirklind Sales, Inc.
Sceptre Mechanical, Inc.
Six & Mango Equipment, LLP
United Rentals - Plano

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Six & Mango Equipment, LLP $60,508

Nancy Corwin
Nancy Corwin
Buyer
Purchasing Division

December 11, 2007
Date

b-3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		12/7/07
Dept Signature:		City Manager		12/10/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

To authorize a contract for the construction of Plano Fire Station 12, the Fire Department Logistics Building, and the Plano Emergency Operations Center for the guaranteed maximum price of $12,071,015 by Hisaw and Associates General Contractors, Inc., through the Texas Interlocal Purchasing System and Texas-Arkansas Purchasing System Contract No. 0105207-05, and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	963,814	10,023,186	3,155,000	**14,142,000**
Encumbered/Expended Amount	-963,814	-398,626	0	**-1,362,440**
This Item	0	-12,071,015	0	**-12,071,015**
BALANCE	0	-2,446,455	3,155,000	**708,545**

FUND(S): FIRE FACILITIES CIP & TECHNOLOGY FUND

COMMENTS: Funds are included in the 2007-08 Fire Facilities CIP and Technology Fund for the Station 12/Logistic Facility/EOC project. This item, in the amount not to exceed $12,071,015, will be encumbered in the current year and carry forward into the cash allocations of 2007-08.
STRATEGIC PLAN GOAL: Construction management for fire facilities relates to the City's Goals of Service Excellence and Premier City in which to live.

SUMMARY OF ITEM

Construction of the project will be managed by Hisaw and Associates General Contractors, Inc., who will secure and manage subcontractors, provide quality assurance, provide for a safe work site, process all construction related documents, including those required for LEED certification, assure compliance with all regulatory authorities, maintain a suitable project schedule, and see that the project is completed in accordance with plans and specifications. The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F, of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Cooperative Entities Contract No. R4538)

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Proposal - Hisaw and Associates General Contractors, Inc. & Location Map	N/A

Hisaw & Associates
General Contractors, Inc. • Construction Management

December 1, 2007

Mr. Bill Morris
Facilities Manager, Engineering Dept.
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358

Re: Fire Station No. 12/E.O.C. Complex

Dear Bill,

We appreciate the opportunity to submit our proposal for the above referenced project. Our Guaranteed Maximum Price, in the amount of $11,607,416.00, is based on the Plans and Specifications prepared by Wiginton Hooker Jeffrey Architects, dated November 9, 2007, which included Addenda No.'s 1-4. We also recognize Addendum No. 5, Dated November 14, 2007.

Our proposed time of completion for this project is fourteen months from receipt of the Notice to Proceed. The start date will be contingent upon receipt of the building permit from the City of Plano.

The following is the requested Alternate Pricing:

Alt. No. 1 - Epoxy flooring as specified, in lieu of sealed concrete at Fire Station No. 12 Apparatus Bay. (Stonhard epoxy flooring as specified): ADD: $ 76,479.00

Alt. No. 2 - Omit maple wood banding @ plastic laminate cabinet doors and drawer fronts: DEDUCT: $ 2,062.00

Alt. No. 3 - Provide a secondary primary power feeder w/transformers: ADD: $389,182.00

Attached is a detailed cost breakdown, by ASI Division, for your review. Also included are our recommended subcontractors and suppliers for each category of work on the project. Each bid has been thoroughly reviewed and scoped to ensure that the City of Plano will be provided with a complete and functional facility, delivered within the GMP, and completed within the specified time frame.

If you have any questions, or need additional information, please do not hesitate to contact me directly.

Sincerely,
Hisaw & Associates, Inc.

Bill Morgan
Vice President

C-2

SPEC/SE	$11,607,416	SUB	Qoute	Labor	Matl	Subc	Cost
	EST :	1.07055					30-Nov-07
	PROJECT NAME :	PLANO FIRE STATION NO. 12/EOC COMPLEX					
	LOCATION :	CITY OF PLANO, TEXAS					
	AREA :	44041					
	COST PER SF :	$263.56					
	CONSTRUCTION TIME :	12 MONTHS					

	Description	SUB	Qoute	Labor	Matl	Subc	Total Cost
DIVISION 1 GEN REQUIREMENTS							
GENERAL CONDITIONS			HISAW				$458,000
	TESTING	ALLOWANCE	55000			55,000	$55,000
	LEEDS REQUIREMENTS		15000			15,000	$15,000
	OWNERS CONTINGENCY	ALLOWANCE	200000			200,000	$200,000
	DIRECTIONAL SIGNAGE	ALLOWANCE	20000			20,000	$20,000
	Division 1			0	0	290,000	748,000
DIVISION 2 SITE WORK							
2230	EXCAVATION					155,360	$155,360
2300	ESTIMATE	6/15/07 ESTIMATE	167662	0	0		
	BID	HOLBROOK	155360				
	BID						
	BID						
2821	SITE FENCING/GATES					66,177	$66,177
	ESTIMATE	6/15/07 ESTIMATE	152065	0	0		
	BID	ANCHOR FENCIN	66177				
	BID						
	BID						
2361	SOIL TREATMENT					3,080	$3,080
	ESTIMATE	6/15/07 ESTIMATE	6600	0	0		
	BID	H&S	3080				
	BID						
	BID						
2577	TRAFFIC MARKINGS					3,058	$3,058
	ESTIMATE	6/15/07 ESTIMATE	8800	0	0		
	BID	STRIPEAZONE	3058				
	BID						
	BID						
2810	LANDSCAPING/IRRIGATION					98,691	$123,691
2911	ESTIMATE	6/15/07 ESTIMATE	219545	0	25,000		
2930	BID	RODMAN	98691				
2900	BID						
	BID						
2530	SITE UTILITIES/BLD CONNX					200,803	$200,803
2630	ESTIMATE	6/15/07 ESTIMATE	256385	0	0		
2080	BID	CALHAR	200803				
2510	BID						
	BID						
1000	SWPPP/EROSION CONTROL					21,000	$21,000
	ESTIMATE	6/15/07 ESTIMATE	21000	0	0		
	BID						
	BID						
	BID						
	OTHER					0	$0
	ESTIMATE		0	0	0		
	BID						
	BID						
	BID						
	OTHER					0	$0

C-3

	ESTIMATE			0	0	0	
	BID						
	BID						
	BID						
	OTHER						0 $0
	ESTIMATE			0	0	0	
	BID						
	BID						
	BID						
	OTHER						0 $0
	ESTIMATE			0	0	0	
	BID						
	BID						
	BID						
	OTHER						0 $0
	ESTIMATE			0	0	0	
	BID						
	BID						
	BID						
	Division 2				0	25,000	548,169 $573,169
DIVISION 3 CONCRETE							
2751	TURNKEY CONCRETE						1,350,000 $1,350,000
3300	ESTIMATE	6/15/07 ESTIMATE	1404453	0	0		
7130	BID	PAVECON	1350000				
	BID						
	BID						
3366	CONCRETE STAIN & SEAL						72,506 $72,506
3369	ESTIMATE	6/15/07 ESTIMATE	51620	0	0		
	BID	N TX BOMANITE	72506				
	BID						
	BID						
9671	RESINOUS FLOORING						0 $0
	ESTIMATE	ALTERNATE NO 1	0	0	0		
	BID						
	BID						
	BID						
	OTHER						0 $0
	ESTIMATE		0	0	0		
	BID						
	BID						
	BID						
	Division 3				0	0	1,422,506 $1,422,506
DIVISION 4 MASONRY							
4230	MASONRY						772,750 $772,750
4720	ESTIMATE	6/15/07 ESTIMATE	720504	0	0		
4810	BID		772750				
	BID						
	BID						
	Division 4				0	0	772,750 $772,750
DIVISION 5 METALS							
5120	STRUCTURAL STEEL						302,811 $302,811
5210	ESTIMATE	6/15/07 ESTIMATE	368440	0	0		
5310	BID	PLYLER	302811				
5500	BID						
	BID						
	ERECTION						98,153 $98,153
	ESTIMATE	6/15/07 ESTIMATE	112550	0	0		

C-4

	BID	PLYLER	98153				
	BID						
	BID						
Division 5				0	0	400,964	$400,964
DIVISION 6 CARPENTRY							
6100 ROUGH CARPENTRY						70,400	$70,400
ESTIMATE	6/15/07 ESTIMATE	70400		0	0		
BID							
BID							
BID							
6402 FINISH CARPENTRY/MILLWI						226,082	$226,082
ESTIMATE	6/15/07 ESTIMATE	219472		0	0		
BID	CCI	226082					
BID							
BID							
6176 TRUSSES/SHEATH/GL BEAM						189,933	$189,933
6160 ESTIMATE	6/15/07 ESTIMATE	104750		0	0		
6185 BID	KIWITEX	189933					
BID							
BID							
5580 SS COUNTERTOPS						10,000	$10,000
ESTIMATE	6/15/07 ESTIMATE	10000		0	0		
BID							
BID							
BID							
METAL TRUSS BRACING	6/15/07 ESTIMATE					25,000	$25,000
ESTIMATE	ALLOWANCE	25000		0	0		
BID							
BID							
BID							
Division 6				0	0	521,415	$521,415
DIVISION 7 THERM & MOIST PROT							
7115 WATERPROOF/SEALANTS						49,900	$49,900
7920 ESTIMATE	6/15/07 ESTIMATE	74647		0	0		
BID	SW CONSTRUCT	49900					
BID							
BID							
7411 TURNKEY METAL/MB ROOF						499,329	$499,329
7552 ESTIMATE	6/15/07 ESTIMATE	425445		0	0		
7660 BID	STAR ROOFING	499329					
BID							
BID							
MOD BIT ROOFING						0	$0
ESTIMATE	INCLUDED ABOVI	0		0	0		
BID							
BID							
BID							
7720 ROOF ACCESSORIES						3,900	$3,900
ESTIMATE	6/15/07 ESTIMATE	9600		0	0		
BID	NYSTROM	3900					
BID							
BID							
OTHER						0	$0
ESTIMATE		0		0	0		
BID							
BID							
BID							
Division 7				0	0	553,129	$553,129

C-5

DIVISION 8 DOORS & WINDOWS						
8110 DOORS, FRAMES, HARDWR					128,280	$128,280
8115 ESTIMATE	6/15/07 ESTIMATE	148050	0	0		
8211 BID	WOODARD BLD	128280				
8710 BID						
BID						
8211 DOOR/HDWR INSTALL					17,625	$17,625
8710 ESTIMATE	6/15/07 ESTIMATE	17625	0	0		
BID						
BID						
BID						
8311 ACCESS DOORS/FRAMES					1,500	$1,500
ESTIMATE	6/15/07 ESTIMATE	1500	0	0		
BID						
BID						
BID						
8334 O/H & COILING DOORS					88,705	$88,705
8361 ESTIMATE	6/15/07 ESTIMATE	85925	0	0		
8330 BID	O/H DOOR DALLA	88705				
BID						
BID						
8800 GLASS & GLAZING					323,465	$323,465
8920 ESTIMATE	6/15/07 ESTIMATE	146240	0	0		
8801 BID	GARLAND GLASS	323465				
BID						
BID						
8625 SKYLIGHTS (SOLATUBE)					14,222	$20,722
ESTIMATE	6/15/07 ESTIMATE	20900	6,500	0		
BID	SOLATUBE	14222				
BID						
BID						
8950 INSULATED SKYLIGHT SYST					14,440	$14,440
ESTIMATE	6/15/07 ESTIMATE	0	0	0		
BID	READ ARCH	14440				
BID						
BID						
Division 8			6,500	0	588,237	$594,737
DIVISION 9 FINISHES						
9225 LATH & PLASTER					147,467	$147,467
9235 ESTIMATE	6/15/07 ESTIMATE	159675	0	0		
BID	SW LATH & PLAS	147467				
BID						
BID						
5400 DRYWALL/ACOUST CEILING					509,000	$509,000
7210 ESTIMATE	6/15/07 ESTIMATE	543035	0	0		
9260 BID	FMC DRYWALL	509000				
9512 BID						
9521 BID						
9310 TILE					98,412	$98,412
ESTIMATE	6/15/07 ESTIMATE	86760	0	0		
BID	VECTOR	98412				
BID						
BID						
9653 VCT, CARPET & BASE					68,133	$68,133
9682 ESTIMATE	6/15/07 ESTIMATE	75700	0	0		
BID	VECTOR	68133				
BID						
BID						
9622 RUBBER FLOORING					15,040	$15,040
ESTIMATE	6/15/07 ESTIMATE	18800	0	0		

BID	PONDER CO	15040				
BID						
BID						
9660 TERRAZZO CT'S & TILE					39,792	$39,792
ESTIMATE	6/15/07 ESTIMATE	33160	0	0		
BID	AMERICAN TERR	39792				
BID						
BID						
9900 PAINTING					129,287	$129,287
ESTIMATE	6/15/07 ESTIMATE	89105	0	0		
BID	CHERRY	129287				
BID						
BID						
Division 9			0	0	1,007,131	$1,007,131
DIVISION 10 SPECIALTIES						
10265 CORNER GUARDS					10,225	$10,225
ESTIMATE	6/15/07 ESTIMATE	2750	0	0		
BID	QUALITY SUPPLY	10225				
BID						
BID						
10130 DIRECTORIES					2,908	$2,908
ESTIMATE	6/15/07 ESTIMATE	2800	0	0		
BID	TBS	2908				
BID						
BID						
10101 VISUAL DISPLAY BOARDS					4,885	$4,885
ESTIMATE	6/15/07 ESTIMATE	5725	0	0		
BID	TBS	4885				
BID						
BID						
10155 TOILET PARTITIONS/ACCES					26,934	$26,934
10801 ESTIMATE	6/15/07 ESTIMATE	27760	0	0		
BID	TBS	26934				
BID						
BID						
10350 FLAGPOLES					6,030	$7,080
ESTIMATE	6/15/07 ESTIMATE	6750	1,050	0		
BID	POLE TECH	6,030				
BID						
BID						
10222 OPERABLE WALLS					10,230	$10,230
ESTIMATE	6/15/07 ESTIMATE	10500	0	0		
BID	JHR	10230				
BID						
BID						
10270 ACCESS FLOORING					59,990	$59,990
ESTIMATE	6/15/07 ESTIMATE	85875	0	0		
BID	HUDSON BLD	59990				
BID						
BID						
10431 LOCKERS/GEAR STORAGE					12,820	$12,820
ESTIMATE	6/15/07 ESTIMATE	7500	0	0		
BID	VAUGHN	12820				
BID						
BID						
10431 SIGNAGE					14,011	$14,011
ESTIMATE	6/15/07 ESTIMATE	9940	0	0		
BID	BENCHMARK	14011				
BID						
BID						
10520 FIRE EXTINGUISHER/CAB'S					2,115	$2,115

C-7

ESTIMATE	6/15/07 ESTIMATE	2990	0	0		
BID	TBS	2115				
BID						
BID						
10999 MISC SPECIALTIES					13,609	$18,464
ESTIMATE	6/15/07 ESTIMATE	6800	0	4,855		
BID	NYSTROM	13609				
BID						
BID						
SUN SHADES					36,160	$18,464
ESTIMATE	6/15/07 ESTIMATE	35000	0	0		
BID	ASCA	36160				
BID						
BID						
Division 10			1,050	4,855	199,917	$188,126
DIVISION 11 EQUIPMENT						
11120 BARRIER GATES					21,600	$21,600
ESTIMATE	6/15/07 ESTIMATE	50000	0	0		
BID	VIKING	21600				
BID						
BID						
11130 DOCK EQUIPMENT					12,572	$12,572
ESTIMATE	6/15/07 ESTIMATE	15250	0	0		
BID	O/H DOOR DALLA	12572				
BID						
BID						
11451 RESIDENTIAL APPLIANCES					42,441	$42,441
ESTIMATE	6/15/07 ESTIMATE	26950	0	0		
BID	INNER SPACES	42441				
BID						
BID						
Division 11			0	0	76,613	$76,613
DIVISION 12 FURNISHINGS						
12221 ROLLER SHADES/BLINDS					3,426	$3,426
12491 ESTIMATE	6/15/07 ESTIMATE	9590	0	0		
BID	UNITED	3426				
BID						
BID						
12484 ENTRY MATS					6,537	$6,537
ESTIMATE	6/15/07 ESTIMATE	7950	0	0		
BID	KADEE	6537				
BID						
BID						
Division 12			0	0	9,963	$9,963
DIVISION 13 SPEC CONSTRUCTION						
NOT USED					0	$0
ESTIMATE		0	0	0		
BID						
BID						
BID						
Division 13			0	0	0	$0
DIVISION 14 CONVEYING SYSTEMS						
NOT USED					0	$0
ESTIMATE		0	0	0		
BID						

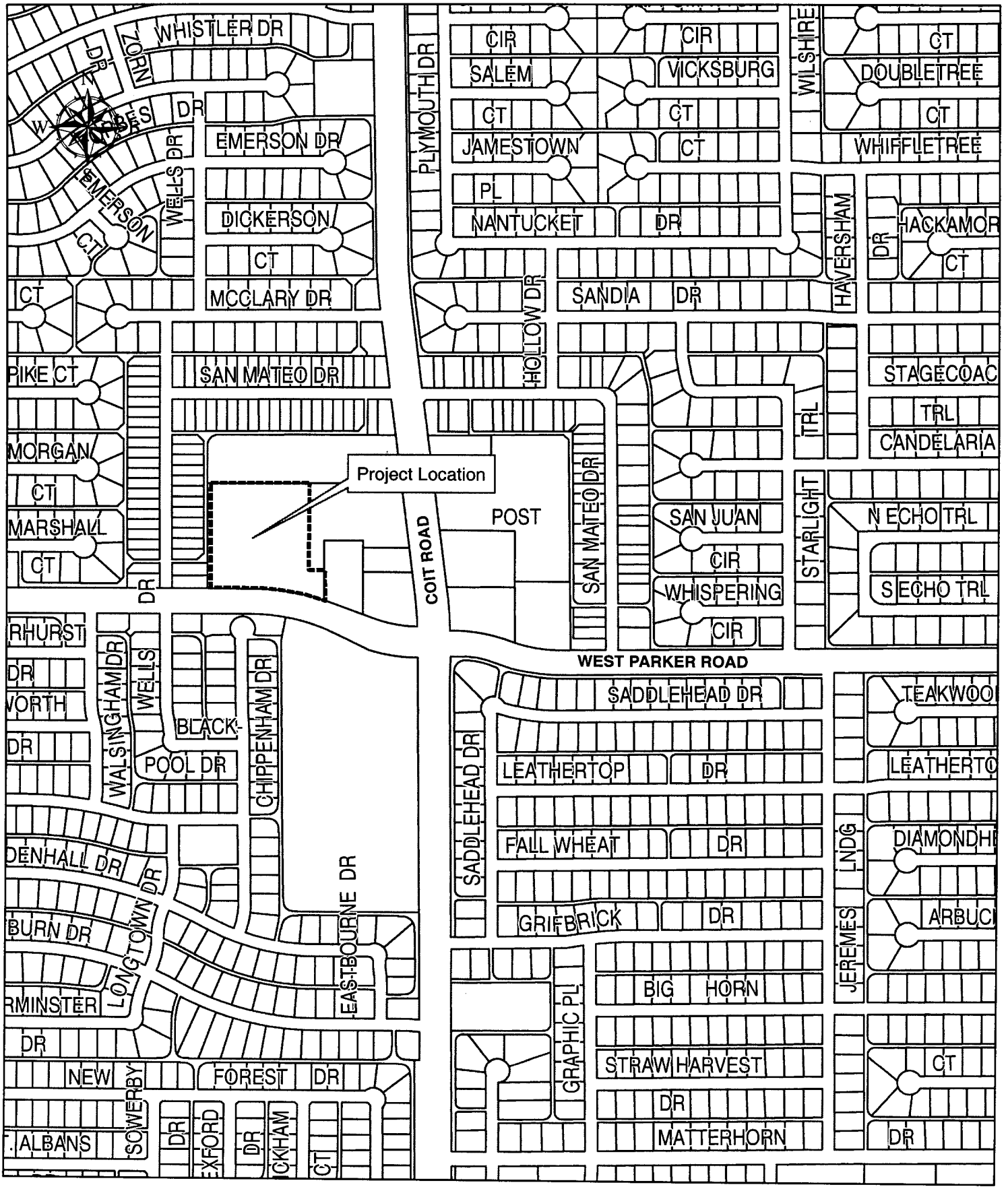
BID						
BID						
Division 14			0	0	0	$0
DIVISION 15 MECHANICAL						
15000 PLUMBING					370,000	$370,000
ESTIMATE	6/15/07 ESTIMATE	397500	0	0		
BID	PLUMB RIGHT	370000				
BID						
BID						
15000 UTILITIES					0	$0
ESTIMATE	INCL DIV 2	0	0	0		
BID		0				
BID						
BID						
15000 HVAC					1,375,000	$1,375,000
ESTIMATE	6/15/07 ESTIMATE	1070000	0	0		
BID	BERGER	1375000				
BID						
BID						
15000 TAB					0	$0
ESTIMATE	BY OWNER	0	0	0		
BID		0				
BID						
BID						
15000 FIRE SPRINKLER					123,187	$123,187
ESTIMATE	6/15/07 ESTIMATE	77052	0	0		
BID	MUTUAL FIRE	123187				
BID						
BID						
COMBINED MECHANICAL	6/15/07 ESTIMATE	1,544,552			0	$0
ESTIMATE		1745000				
BID		0				
BID						
BID						
Division 15			0	0	1,868,187	$1,868,187
DIVISION 16 ELECTRICAL						
16000 ELECTRICAL					1,627,000	$1,627,000
ESTIMATE	6/15/07 ESTIMATE	1793748	0	0		
BID	INTEX	1627000				
BID						
BID						
U/G FUEL TANKS & FUEL					135,000	$135,000
ESTIMATE	ALLOWANCE	135000	0	0		
BID						
BID						
BID						
Division 16			0	0	1,762,000	$1,762,000
Construction Costs			7,550	29,855	10,020,981	10,498,690
	0.00%	7,550	0			$0
Sales Taxes-NEW CONSTRUCTION	0.00%	29,855		0		$0
Subtotal			7,550	29,855	10,020,981	$10,498,690
INSURANCE					57,344	$57,344
Subtotal			7,550	29,855	10,078,325	$10,556,034
Fee	8.00%				851,746	$851,746

C-9

Subtotal			7,550	29,855	10,930,071	$11,407,760
Performance Bond					199,636	$199,636
Sales Tax-REMODEL	0.00%				0	$0
TOTAL			7,550	29,855	11,129,707	$11,607,416
	6/15/07 ESTIMATE					11,468,724
						138,692

C-10

PLANO FIRE STATION No. 12



12/06/07

LOCATION MAP

C-11

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Fleet & Equipment Services Division		Initials	Date
Department Head	Karl Henry	Jimmy Foster Executive Director		12-7-07
Dept Signature:		City Manager		12/10/07
Agenda Coordinator (include phone #):	Linda M. Robinson x4180			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER PURCHASE OFF EXISTING CONTRACT

CAPTION

Approval of the purchase of six (6) Chevrolet Impala Sedans (9C3) in the amount of $108,828.00 from Caldwell Country Chevrolet through an existing contract/agreement with State of Texas Contract and authorizing the City Manager or his designee to execute all necessary documents. (CPA #071-A2)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	126,000	0	**126,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-108,828	0	**-108,828**
BALANCE	0	**17,172**	**0**	**17,172**

FUND(S): EQUIPMENT REPLACEMENT FUND (071) AND GENERAL FUND (01)

COMMENTS: Funds are included in the 2007-08 approved budget for the addition of (2) and the replacement of (4) Mid Size Sedans. The balance of funds will be used for other rolling stock and equipment purchases.

STRATEGIC PLAN GOAL: Vehicle replacements and additions relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services requests the purchase of six Chevrolet Impala Sedans through the State of Texas Contract awarded to Caldwell Country Chevrolet. as follows: One (1) unit is a new addition to the fleet for the Fire Captain for Dept 552/Fire Dept, Account #071-8421, Supplement #552001, Budget Amount $21,000.00. Four (4) are replacements for units #23012,#98236, #99260 & #99264 and one (1) new addition to the fleet for Dept 532/Police Dept, Supplement #5320058, Budget Amount of $21,000.00 each.

The City is authorized to purchase from a the State Contract list pursuant to Section 271, Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (CPA #071-A2).

Total purchase price of (6) Chevrolet Impala Sedans is $108,828.00.

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

CITY OF PLANO
COUNCIL AGENDA ITEM

Memo, Agenda, Vendor Quote, Requisition	

d-2

REV 08/98

MEMORANDUM

DATE: December 6, 2007

TO: Nancy Corwin, Senior Buyer

FROM: Gloria Marlow, Technical Coordinator

SUBJECT: Request to purchase six (6) Chevrolet Impala Sedans (9C3) through the State of Texas Contract CPA #071-A1 awarded to Caldwell Country Chevrolet.

Base Price: (#071-05-41100-8)	6 x $17,988.00 =	$107,928.00
Unpublished Options:	6 x $ 150.00 =	$ 900.00
TOTAL COST:		**$108,828.00**
OVERALL BUDGETED AMOUNT:		**$126,000.00**

NOTES: One (1) is a new addition to the fleet for Fire Captain for Dept 552/Fire Dept., Account #071-8421, Supplement #552001, Budget Amount $21,000.
Four (4) replacements for units #23012, #98236, #99260, #99264 and one (1) new addition for Dept 532/Police Dept, Supplement #532008, Budget Amount $21,000,00 each.

Please reference Purchase Order Requisition No. **904960 .**

Please feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Reid Choate
Ken Southerland
Mike Malone
Glen Brashear
Marty Childers
Barbara Smith
Diane Palmer
Stephen Teiper

d-3

QUOTE# 002 CONTRACT PRICING WORKSHEET

End User: CITY OF PLANO	Contractor: Baby Jack Auto Group
Contact Name: REID CHOATE	CALDWELL COUNTRY CHEVROLET
Email: REIDC@PLANO.GOV	Prepared By: Averyt Knapp
Phone #: 972-769-4182	Email: aknapp@caldwellcountry.com
Fax #: 972-461-9349	Phone #: 800-299-7283 or 979-567-6116
Location City & State: PLANO, TX	Fax #: 979-567-0853
Date Prepared: NOVEMBER 21, 2007	Address: P. O. Box 27, Caldwell, TX 77836
Contract #: TBPC/CPA 071-A2	Tax ID # 14-1856872
Product Description: CHEVROLET IMPALA 4 DOOR POLICE 9C3	

A Base Price: COMMODITY CODE # 071-05-41100-8	$17,988

B Published Options

Code	Description	Cost	Code	Description	Cost
				BABY JACK II AUTOMOTIVVE, LTD	
				CALDWELL COUNTRY CHEVROLET	
				PO BOX 27	
				CALDWELL,TEXAS 77836	

Subtotal B	

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
PLN	KEYLESS ENTRY AMF, FLOOR MATS CRPT B34, TRUNK CARGO NET AP9, AUXIL DOME LAMP 6C7, UNMARKED POLICE 9C3, DELETE SIDE/HEAD AIR BAGS AY1, DELETE DAYTIME LTS 9G8, POWER TRUNK RELEASE	INCL			
KEYS	EIGHT KEYS	$150			

Subtotal C	$150

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D	INCL

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$18,138
Quantity Ordered X	6

d-4

Subtotal E	$108,828
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
G. Color of Vehicle: VARIOUS	
H. Total Purchase Price (E+F)	$108,828

Estimated Delivery Date:	90-120 DAYS

d-5

11/28/07

CITY OF PLANO

P.O. Number 904960 OR

Cost Center 071

Supplier BABY JACK II AUTOMOTIVE LTD
CALDWELL COUNTRY CHEVROLET-PONTIAC
P O BOX 27
CALDWELL TX 77836

Ship To CITY OF PLANO
FLEET & EQUIPMENT SERVICES DIVISION
4200 W PLANO PARKWAY
PLANO TX 75093

Ordered 11/28/07 Freight

Requested 11/28/07 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CHEVROLET IMPALA SEDANS (93C)	6	EA	17,988.0000	107,928.00	11/28/07
TBPC STATE CONTRACT REQUEST TO PURCHASE SIX (6) CHEVROLET IMPALA SEDANS (93C) THROUGH THE TBPC STATE CONTRACT CPA #071-A1; AWARDED TO CALDWELL COUNTRY CHEVROLET. NOTES: ONE (1) IS A NEW ADDITION TO THE FLEET FOR THE FIRE CAPTAIN FOR DEPT. 552/FIRE., ACCOUNT 071-8421, SUPPLEMENT #552001, BUDGET AMOUNT $21,000.00. FOUR (4) REPLACEMENTS FOR UNITS 23012, 98236, 99260, 99264 AND ONE (1) NEW ADDITION FOR DEPT. 532/POLICE. SUPPLEMENT #532008. BUDGET AMIOUNT $21,000.00 EACH. REQUISITION REQUESTED BY GLORIA MARLOW.					
UNPUBLISHED OPTIONS	6	EA	150.0000	900.00	11/28/07
EIGHT (8) KEYS UNPUBLISHED OPTIONS. CODE PLN. KEYLESS ENTRY AMF, FLOOR MATS CRPT B34, TRUNK CARGO NET AP9, AUXIL DOME LAMP 6C7 UNMARKED POLICE 9C3 DELETE SIDE/HEAD AIR BAGS AYI, DELETE DAYTIME LTS 9G8,					

d-6

Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	Request Date
POWER TRUNK RELEASE.					
				Total Order	
TermNet 30 Days				108,828.00	

d-7

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Fleet & Equipment Services		Initials	Date
Department Head	Karl Henry	Executive Director	RA	12-10-07
Dept Signature:	Jimmy Foster	City Manager		12/12/07
Agenda Coordinator (include phone #):	**Linda M. Robinson x4180**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER PURCHASE OFF EXITING CONTRACT

CAPTION

Approval of the purchase of three (3) Ford F-450 Cab/Chassis with Aerial Man-Lifts in the amount of $199,120.00 from Philpott Motor Company, through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#208-04)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: **2007-08**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	140,000	0	**140,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-199,120	0	**-199,120**
BALANCE	0	-59,120	0	**-59,120**

FUND(S): EQUIPMENT REPLACEMENT FUND (071), GENERAL FUND (01)

COMMENTS: Funds are included in the FY 2007-08 approved budget for the purchase of (2) Trucks with aerial lifts. The additional funds ($59,120) needed for the new addition will be funded through the General Fund with savings on other budgeted expenditures.

STRATEGIC PLAN GOAL: Vehicle additions and replacements relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services request the purchase of three (3) Ford F-450 Cab/Chassis with Aerial Man-Lifts through the Texas Association of School Board/Buyboard Purchase Program, contract #208-04, awarded to Philpott Motor Company. Two (2) of these units are scheduled replacements for units 01364 and 01367 from account # 071-8421, Supplement #071001 per fiscal year 07/08 and one (1) is a new addition approved by Rod Hogan to reflect in the FY 07/08 re-estimate budget for Dept. 743/Signals.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (#208-04)

Total purchase price for all three units including Buyboard fee is $199,120.00.

CITY OF PLANO
COUNCIL AGENDA ITEM

List of Supporting Documents: Memo, Agenda, Quote Sheet, Requisition	Other Departments, Boards, Commissions or Agencies

e-2

REV 08/98

MEMORANDUM

DATE: December 7, 2007

TO: Nancy Corwin, Senior Buyer

FROM: Gloria Marlow, Technical Coordinator

SUBJECT: Request to purchase three (3) Ford F-450 Cab/Chassis w/Aerial Man-Lifts through Texas Association School Buyboard Program, Contract #208-04 awarded to Philpott Motor Company.

Base Price:	$18,827.00 x 3 =	$ 56,481.00
Published Options:	$52,060.00 x 3 =	$156,180.00
Unpublished Options:	$ 2,390.00 x 3 =	$ 7,170.00
Downgrade Discount:	$ 7,437.00 x 3 =	-$ 22,311.00
Delivery Fee:	$ 400.00 x 3 =	$ 1,200.00
Buyboard Fee:		$ 400.00
TOTAL COST:		**$199,120.00**
BUDGET AMOUNT:		**$140,000.00**

NOTES: Two of these units are a replacement for units #01364 & #01367 and one is a new addition for Dept 743/Signal approved by Rod Hogan to reflect in the FY 07/08 re-estimate budget. Replacement units are from Account 071-8421, Supplement #071001 approved per fiscal year budget 07/08.

Please reference Purchase Order Requisition No. **904945** .

Please feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Reid Choate
Gary Kirkwood
Diane Palmer
Stephen Teiper

e-3

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Medium and HD Trucks

BUYBOARD BID 281-07

End User: CITY OF PLANO **Philpott Rep:** ALAN WILEY

Contact: GLORIA MARLOW **Date:** 7-Dec-07

Product Description: FORD F450 CAB/CHASSIS

A. Bid Series: 20 **A. Base Price:** $ 18,827.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	F450 CAB/CHASSIS	STD		AM-FM RADIO	INCL
44B	5-SPEED AUTOMATIC	$ 1,396.00		VE VINYL BENCH SEAT	INCL
572	A/C	$ 808.00		RUBBER FLOOR	INCL
62R	PTO PROVISION	$ 234.00		POWER STEERING	INCL
				ABS BRAKES	INCL
				HEATER-DEFROSTER	INCL
				DUAL REAR WHEELS	INCL
99R	6.4L DIESEL UPGRADE	$ 5,209.00		16,000 GVWR	INCL
THB	REAR TRACTION TIRES	$ 178.00		MANUAL TRANSMISSION	INCL
512	SPARE TIRE AND WHEEL	$ 328.00		6.8L GAS	INCL
67X	EXTRA HD SUSPENSION	$ 117.00			
	7K FRONT AXLE 6K GAWR	INCL	V40	AERIAL BODY-SEE DOWNGRADE	$ 43,790.00
	12K REAR AXLE 16K GVWR	INCL		BELOW TO YOUR SPECS	

Total of B. Published Options: $ 52,060.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= -6.6 %

Options	Bid Price	Options	Bid Price
CHASSIS WILL ARRIVE AT VERSALIFT	NOTE	DOWNGRADE TO VERSALIFT VO-36-I	$ (7,437.00)
IN ABOUT 120 DAYS	NOTE	VERSALIFT DELIVERY	$ 400.00
DESTINATION PREP PACKAGE	$ 2,390.00		
FUEL DELIVERY SURCHARGE	INCL		
SHIP THRU BODY CHARGE	INCL	ESTIMATED DELIVERY BY VERSALIFT	NOTE
FLOOR PLAN 120 DAYS	INCL	WILL BE 210-240 DAYS FROM RECEIPT	
		OF YOUR PURCHASE ORDER AT	
		PHILPOTT MOTORS	
		JUST LIKE TRUCK ON YOUR PO# 103300	NOTE
		SEE ATTACHED VERSALIFT QUOTE	NOTE

Total of C. Unpublished Options: $ (4,647.00)

D. Contract Price Adjustment:

E. Delivery Charges: _____ miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 66,240.00

G. Quantity Ordered 3 x F = $ 198,720.00

H. BUYBOARD Administrative Fee $400.00 PER PURCHASE ORDER $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 199,120.00

e-4

12/07/07

CITY OF PLANO

P.O. Number 904945 OR

Cost Center 071

Supplier PHILPOTT MOTORS INC
1400 U S HGHWY 69
NEDERLAND TX 77627

Ship To CITY OF PLANO
FLEET & EQUIPMENT SERVICES DIVISION
4200 W PLANO PARKWAY
PLANO TX 75093

Ordered 11/19/07 Freight

Requested 11/19/07 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
FORD F450 CAB/CHASSIS	3	EA	18,827.0000	56,481.00	11/19/07
CONTRACT #208-04 REQUEST TO PURCHASE THREE (3) FORD F-450 CAB/CHASSIS W/ AERIAL MAN-LIFTS THROUGH TEXAS ASSOCIATION SCHOOL BUYBOARD PROGRAM, CONTRACT #208-04 AWARDED TO PHILPOTT MOTOR COMPANY. BUDGETED AMOUNT: $140,000.00. TWO (2) OF THESE UNITS ARE A REPLACEMENT FOR UNITS 01364 AND 01367 AND ONE (1) IS A NEW ADDITION FOR DEPT. 743/SIGNALS. APPROVED BY ROD HOGAN TO REFLECT IN THE FY07/08 RE-ESTIMATE BUDGET. REPLACEMENT UNITS ARE FROM ACCOUNT 071-8421. SUPPLEMENT #071001. APPROVED PER FY BUDGET 06/07. REQUISITION REQUESTED BY GLORIA MARLOW. pending City council approval					
PUBLISHED OPTIONS	3	EA	1,396.0000	4,188.00	11/19/07
5-SPEED AUTOMATIC CODE 44B PUBLISHED OPTIONS: EVERYTHING LISTED BELOW IS NOTATED AS "INCL" ON THE QUOTE FROM BUYBOARD **********					

e-5

P.O. Number 904945 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
2008 MODEL UPGRADE FUEL-STEEL SURCHARGE 7K FRONT AXLE 6K GAWR 12K REAR AXLE 16K GVWR AM-FM RADIO VE VINYL BENCH SEAT RUBBER FLOOR POWER STEERING ABS BRAKES HEATER-DEFROSTER DUAL REAR WHEELS 16,000 GVWR MANUAL TRANSMISSION 6.8L GAS					
PUBLISHED OPTIONS A/C CODE 572	3	EA	808.0000	2,424.00	11/19/07
PUBLISHED OPTIONS PTO PROVISION CODE 62R	3	EA	234.0000	702.00	11/19/07
PUBLISHED OPTIONS 6.4L DIESEL UPGRADE CODE 99R	3	EA	5,209.0000	15,627.00	11/19/07
PUBLISHED OPTIONS REAR TRACTION TIRES CODE THB	3	EA	178.0000	534.00	11/19/07
PUBLISHED OPTIONS SPARE TIRE & WHEEL CODE 512	3	EA	328.0000	984.00	11/19/07
PUBLISHED OPTIONS EXTRA HD SUSPENSION CODE 67X	3	EA	117.0000	351.00	11/19/07
PUBLISHED OPTIONS AERIAL BODY DOWNGRADE CODE 5FC	3	EA	43,790.0000	131,370.00	11/19/07
UNPUBLISHED OPTION 120 DAYS OF FLOOR PLAN NOTES LISTED UNDER UNPUBLISHED OPTIONS: CHASSIS WILL ARRIVE AT	3	EA	2,390.0000	7,170.00	11/19/07

e-6

P.O. Number 904945 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
VERSALIFT IN ABOUT NINETY (90) DAYS. PAY FOR CHASSIS WHEN IT ARRIVES AT VERSALIFT IN WACO OR PAY 120 DAYS OF FLOOR PLAN COST WHEN COMPLETED TRUCK IS DELIVERED TO VERSALIFT. CHASSIS COST WHEN IT ARRIVES AT VERSALIFT WOULD BE $29,087.00. PLEASE SPECIFY ON YOUR ORDER. ESTIMATED DELIVERY BY VERSALIFT WILL BE 210-240 DAYS FROM RECEIPT OF YOUR PURCHASE ORDER AT PHILPOTT MOTORS. JUST LIKE TRUCK ON YOUR PO 103300; SEE ATTACHED VERSALIFT QUOTE.					
UNPUBLISHED OPTION VERSALIFT DELIVERY	3	EA	400.0000	1,200.00	11/19/07
UNPUBLISHED OPTION DOWNGRADE TO VERSALIFT VO-36-I	3	EA	7,437.0000-	22,311.00-	11/19/07
BUYBOARD ADMIN. FEE INVOICE TO FOLLOW		EA	.0000	400.00	11/19/07

Total Order

TermNet 30 Days 199,120.00

e-7

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory			Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07		Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Fleet & Equipment Services Division			Initials	Date
Department Head	Karl Henry	Jimmy Foster	Executive Director		12-7-07
Dept Signature:			City Manager		12/10/07
Agenda Coordinator (include phone #):	Linda M. Robinson x4180				

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER PURCHASE OFF EXISTING CONTRACT

CAPTION

Approval of the purchase of eighteen Chevrolet Pick-Up Trucks in the amount of $408,414.00 from Caldwell Country Chevrolet through an existing contract/agreement with HGAC Cooperative Purchase Program and authorizing the City Manager or his designee to execute all necessary documents. (VE03-06)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	486,500	0	**486,500**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-408,414	0	**-408,414**
BALANCE	0	**78,086**	0	**78,086**

FUND(S): EQUIPMENT REPLACEMENT FUND (071) AND GENERAL FUND (01)

COMMENTS: **Funds are included in the FY 2007-08 approved budget for (12) replacement units and (6) new additions to the fleet. The balance of funds will be used for other rolling stock and equipment purchases.**

STRATEGIC PLAN GOAL: Vehicle replacements and additions to the fleet relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services requests the purchase of eighteen (18) Chevrolet Pick-Up Trucks through the HGAC Cooperative Purchase Program awarded to Caldwell Country Chevrolet. as follows: **Five (5) ¾ Ton Chevy Short Bed Extended Cab Pick-Ups** for: Dept 646/Landscape Services: (1) new addition, Supplement #646002 and (1) replacement for retained unit #35235, Supplement #71646001, Budget Amounts of $29,000.00 each. Dept 648/Ground Maint District #2: (1) replacement for unit #35247, Budget Amount $29,000.00. Dept 532/Police Dept: (1) replacement for unit #97001, Budget Amount $26,000.00. Dept to pay $3,500.00 from 532-8421 for upgrade of ½ ton to ¾ ton & slide out tray. Dept. 583/Animal Services: (1) replacement of unit #31202, Supplement #71583002, Budget Amount $20,000.00, Upgrade to ¾ Ton Pick-Up. **Two (2) ¾ Ton Long Bed Extended Cab Pick-Ups** for: Dept 642/Championship Youth Ballpark, (1) new addition, Supplement #642002, Budget Amount $29,000.00. Dept 644/Ground Maint District #1, (1) replacement for retained unit #35106, Supplement #71644001, Budget Amount $29,000.00. **One (1) ½ Ton Crew Cab Pick-Up** for: Dept. 552/Fire Dept, (1) new addition to the fleet, Supplement #552003, Budget Amount $25,000.00. **One (1) ½ Ton Extended Cab Pick-Up with Lift Gate** for: Dept 748/Environmental Waste Services, (1) replacement of unit #01322, Budget Amount $26,000.00. **Seven (7) ½ Ton Extended**

CITY OF PLANO
COUNCIL AGENDA ITEM

Cab Pick-Ups for: Dept 532/Police, (1) new addition to the fleet, Supplement #532011, Budget Amount $27,000.00 and (2) replacements for units #02308 & 04308, Budget Amount $26,000.00 each. Dept 635/Park Planning, (1) replacement for unit #99323, Budget Amount $26,000.00. Dept. 742/Streets, (1) replacement for unit #01321, Budget Amount $26,000.00. Dept. 422/Utility Services, (1) replacement for unit #99321, Budget Amount $26,000.00. **Two (2) ½ Ton Regular Cab Pick Ups** for: Dept 634/Park Field Services, (1) new addition to the fleet, Supplement #6340061, Budget Amount $24,000.00, Dept. 658/Ground Maint. District #3, (1) new addition to the fleet, Supplement #658001, Budget Amount $24,000.00 and Dept 352/Facilities, (1) replacement for unit #02307, Budget Amount $26,000.00

The City is authorized to purchase from a Local Cooperative Organization list pursuant to Section 271, Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (VE03-06).

Total purchase price of all (18) Chevrolet Pick-up's is $408,414.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo, Agenda, Vendor Quote, Requisition	

f-2

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	11/21/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM1	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A28	Description:	2008 3/4 HD2500 EXT CAB

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,890.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
EXTENDED CAB SHORT BOX 753	3210	POWER DOOR LOCKS AU3	162
AUTOMATIC MT1	876		
6.0L V8 GAS LY6	INCL		
AIR CONDITION C67	INCL		
TOW PACKAGE Z82	188		
DEEP TINT AJ1	40		
LOCKING DIFFERNTIAL G80	236	Subtotal From Additional Sheet(s):	
POWER MIRRORS & POWER WINDOWS 5B5	738	**Subtotal B:**	5450

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PRIORITY TRL BRK CTRL, COMBO, 6WAY,LHSPOT	580		
SHORT BOX CREDIT	-223		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	357

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 1%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
QUANTITY DISCOUNT	-1500	**Subtotal D:**	-1093

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 23604

Quantity Ordered:	5	X Subtotal of A + B + C + D:	23604	= Subtotal E:	118020

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:	90-120 DAYS	H. Total Purchase Price (E+F+G):	118620

F-3

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	11/21/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 2	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A28	Description:	2008 3/4 HD2500 EXT CAB

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,890.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
EXTENDED CAB LONG BOX 953	3210	POWER DOOR LOCKS AU3	162
AUTOMATIC MT1	876		
6.0L V8 GAS LY6	INCL		
AIR CONDITION C67	INCL		
TOW PACKAGE Z82	188		
DEEP TINT AJ1	40		
LOCKING DIFFERNTIAL G80	236	Subtotal From Additional Sheet(s):	
POWER MIRRORS & POWER WINDOWS 5B5	738	**Subtotal B:**	5450

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PRIORITY TRL BRK CTRL, COMBO, 6WAY,LHSPOT	580		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	580

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
QUANITTY DISCOUNT	-1500	**Subtotal D:**	-1093

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 23827

Quantity Ordered: 2 X **Subtotal of A + B + C + D:** 23827 = **Subtotal E:** 47654

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** ~~600~~

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date: 90-120 DAYS **H. Total Purchase Price (E+F+G):** ~~48254~~

f-4

$ 47,654

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	11/21/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 3	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A26	Description:	2008 CHEVROLET 1/2 SILVERADO CREW SWB

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,761.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.3L V8 FFV L59	1967	LOCKING DIFFERNTIAL G80	INCL
AIR CONDITION C67	INCL		
AUTOMATIC M30	INCL		
AIR CONDITION C67	INCL		
POWER WINDOWS & POWER MIRRORS 5B5	696		
POWER LOCKS AU3	162		
TOW PACKAGE Z82	294	Subtotal From Additional Sheet(s):	
HD SUSPENSION Z85	95	**Subtotal B:**	3214

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PRIORITY TRL BRK CTRL, COMBO, 6 WAY	321		
FULL FOUR DOOR 543	1660		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	1981

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 9%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
QUANTITY DISCOUNT	-500	**Subtotal D:**	-93

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 23863

Quantity Ordered: 1 X **Subtotal of A + B + C + D:** 23863 = **Subtotal E:** 23863

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost

f-5

Subtotal G: 0

Delivery Date: 90-120 DAYS **H. Total Purchase Price (E+F+G):** 24463

$23,863.

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	11/21/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A26	Description:	2008 CHEVROLET 1/2 SILVERADO EXT SWB

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,761.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.3L V8 FFV L59	1967	LOCKING DIFFERNTIAL G80	INCL
AIR CONDITION C67	INCL		
AUTOMATIC M30	INCL		
AIR CONDITION C67	INCL		
POWER WINDOWS & POWER MIRRORS 5B5	696		
POWER LOCKS AU3	162		
TOW PACKAGE Z82	294	Subtotal From Additional Sheet(s):	
HD SUSPENSION Z85	95	**Subtotal B:**	3214

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PRIORITY TRL BRK CTRL, COMBO, 6 WAY	321		
DEEP TINT GLASS AJ1	40		
ELECTRIC LIFTGATE PAINT TO MATCH	2345	Subtotal From Additional Sheet(s):	
		Subtotal C:	2706

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 12%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
QUANTITY DISCOUNT	-500	**Subtotal D:**	-93

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 24588

Quantity Ordered:	1	X Subtotal of A + B + C + D:	24588	= Subtotal E:	24588

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: ~~600~~

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:	90-120 DAYS	H. Total Purchase Price (E+F+G):	~~25188~~

f-6

$24,588

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	11/21/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 5	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A26	Description:	2008 CHEVROLET 1/2 SILVERADO EXT SWB

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,761.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.3L V8 FFV L59	1967	LOCKING DIFFERNTIAL G80	INCL
AIR CONDITION C67	INCL		
AUTOMATIC M30	INCL		
AIR CONDITION C67	INCL		
POWER WINDOWS & POWER MIRRORS 5B5	696		
POWER LOCKS AU3	162		
TOW PACKAGE Z82	294	Subtotal From Additional Sheet(s):	
HD SUSPENSION Z85	95	**Subtotal B:**	3214

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PRIORITY TRL BRK CTRL, COMBO, 6 WAY	321		
DEEP TINT GLASS AJ1	40		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	361

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
QUANTITY DISCOUNT	-500	**Subtotal D:**	-93

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 22243

Quantity Ordered:	7	X Subtotal of A + B + C + D:	22243	= **Subtotal E:**	155701

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				F-7
				Subtotal G: 0

Delivery Date:	90-120 DAYS	**H. Total Purchase Price (E+F+G):**	156301

155,701

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	11/21/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 6	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A24	Description:	2008 CHEVROLET 1/2 REG CAB SWB

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 14,368.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.3L V8 FFV L59	2976	LOCKING DIFFERNTIAL G80	INCL
AIR CONDITION C67	INCL		
AUTOMATIC M30	876		
AIR CONDITION C67	INCL		
POWER WINDOWS & POWER MIRRORS 5B5	696		
POWER LOCKS AU3	162		
TOW PACKAGE Z82	294	Subtotal From Additional Sheet(s):	
HD SUSPENSION Z85	95	**Subtotal B:**	5099

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PRIORITY TRL BRK CTRL, COMBO, 6WY, LH SPOT	580		
DEEP TINT GLASS AJ1	40		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	620

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 3%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
QUANTITY DISCOUNT	-1500	**Subtotal D:**	-1093

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 18994

Quantity Ordered:	2	X Subtotal of A + B + C + D:	18994	= Subtotal E:	37988

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** ~~600~~

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:	90-120 DAYS	H. Total Purchase Price (E+F+G):	~~38588~~

f-8

$37,988.00

CITY OF PLANO

12/10/07
Page - 1

P.O. Number 904962 OR
Cost Center 071

Supplier BABY JACK II AUTOMOTIVE LTD
CALDWELL COUNTRY CHEVROLET-PONTIAC
P O BOX 27
CALDWELL TX 77836

Ship To CITY OF PLANO
FLEET & EQUIPMENT SERVICES DIVISION
4200 W PLANO PARKWAY
PLANO TX 75093

Ordered 11/28/07 Freight
Requested 11/28/07 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CHEVROLET PICK-UPS (A28)	5	EA	18,890.0000	94,450.00	11/28/07

HGAC C#VE03-06

REQUEST TO PURCHASE EIGHTEEN
(18) CHEVROLET PICK-UPS THROUGH
THE HGAC COOPERATIVE PURCHASE
PROGRAM, CONTRACT #VE03-06.
AWARDED TO CALDWELL COUNTRY
CHEVROLET.
****

ITEM 1.
FIVE (5) 3/4 TON CHEVY SHORT BED
EXTENDED CAB PICK-UPS (A28) FOR:
DEPT. 646/LANDSCAPE SERVICES:
ONE (1) NEW ADDITION.
SUPPLEMENT # 646002.
AND ONE (1) REPLACEMENT FOR RETAINED
UNIT 35235.
SUPPLEMENT # 71646001.
BUDGET AMOUNTS OF $29,000.00 EACH.
DEPT. 648/GROUND MAINT. DISTRICT #2:
ONE (1) REPLACEMENT FOR UNIT 35247.
BUDGET AMOUNT $29,000.00.
DEPT. 532/POLICE DEPT:
ONE (1) REPLACEMENT FOR UNIT 97001.
BUDGET AMOUNT $26,000.00.
DEPT. TO PAY $3,500.00 FROM 532-8421
FOR UPGRADE OF 1/2 TON TO 3/4 TON &
SLIDE OUT TRAY.
DEPT. 583/ANIMAL SERVICES:
ONE (1) REPLACEMENT FOR UNIT 31202.

CITY OF PLANO

P.O. Number 904962 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
SUPPLEMENT # 71583002. BUDGET AMOUNT $20,000.00, UPGRADE TO 3/4 TON PICK-UP. REQUISITION REQUESTED BY GLORIA MARLOW. pending City Council approval 12/18/07					
PUBLISHED OPTIONS EXT. CAB SHORT BOX 753 INCLUDED PUBLISHED OPTIONS. 6.0L V8 GAS LY6, INCL. AIR CONDITION C67, INCL.	5	EA	3,210.0000	16,050.00	11/28/07
PUBLISHED OPTIONS AUTOMATIC MT1	5	EA	876.0000	4,380.00	11/28/07
PUBLISHED OPTIONS TOW PACKAGE Z82	5	EA	188.0000	940.00	11/28/07
PUBLISHED OPTIONS DEEP TINT AJ1	5	EA	40.0000	200.00	11/28/07
PUBLISHED OPTIONS LOCKING DIFFERENTIAL G80	5	EA	236.0000	1,180.00	11/28/07
PUBLISHED OPTIONS POWER MIRRORS/WINDOWS 5B5	5	EA	738.0000	3,690.00	11/28/07
PUBLISHED OPTIONS POWER DOOR LOCKS AU3	5	EA	162.0000	810.00	11/28/07
DELIVERY FEE INVOICE TO FOLLOW OTHER ITEMS INCLUDED. EXTERIOR COLOR WHITE, INCL. 5-YEAR/100,000 POWER TRAIN WARRANTY, INCL.	5	EA	407.0000	2,035.00	11/28/07
QUANTITY DISCOUNT INVOICE TO FOLLOW	5	EA	1,500.0000-	7,500.00-	11/28/07
HGAC ADMIN. FEE		EA	.0000	600.00	11/28/07

CITY OF PLANO

12/10/07
Page - 3

P.O. Number 904962 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
INVOICE TO FOLLOW					
UNPUBLISHED OPTION PRIORITY TRL BRK CTRL	5	EA	580.0000	2,900.00	11/28/07
UNPUBLISHED OPTION SHORT BOX CREDIT	5	EA	223.0000-	1,115.00-	11/28/07
LONG BED EXT. CAB PICK-UPS ITEM 2 TWO (2) 3/4 TON LONG BED EXTENDED CAB PICK-UPS (A28) FOR: DEPT. 642/CHAMPIONSHIP YOUTH BALLPARK, ONE (1) NEW ADDITION, SUPPLEMENT # 642002. BUDGET AMOUNT $29,000.00. DEPT. 644/GROUND MAINT. DISTRICT #1, ONE (1) REPLACEEMNT FOR RETAINED UNIT 35106. SUPPLEMENT # 71644001. BUDGET AMOUNT $29,000.00.	2	EA	18,890.0000	37,780.00	11/28/07
PUBLISHED OPTIONS EXT. CAB LONG BOX 953 INCLUDED PUBLISHED OPTIONS: 6.0L V8 GAS LY6, INCL. AIR CONDITION C67, INCL.	2	EA	3,210.0000	6,420.00	11/28/07
PUBLISHED OPTIONS AUTOMATIC MT1	2	EA	876.0000	1,752.00	11/28/07
PUBLISHED OPTIONS TOW PACKAGE Z82	2	EA	188.0000	376.00	11/28/07
PUBLISHED OPTIONS DEEP TINT AJ1	2	EA	40.0000	80.00	11/28/07
PUBLISHED OPTIONS LOCKING DIFFERENTIAL G80	2	EA	236.0000	472.00	11/28/07
PUBLISHED OPTIONS	2	EA	738.0000	1,476.00	11/28/07

CITY OF PLANO

12/10/07
Page - 4

P.O. Number 904962 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
POWER MIRRORS/WINDOWS 5B5					
PUBLISHED OPTIONS POWER DOOR LOCKS AU3	2	EA	162.0000	324.00	11/28/07
UNPUBLISHED OPTION PRIORITY TRL BRK CTRL PRIORITY TRL BRK CTRL, COMBO, 6-WAY, LHSPOT.	2	EA	580.0000	1,160.00	11/28/07
DELIVERY FEE INVOICE TO FOLLOW	2	EA	407.0000	814.00	11/28/07
QUANTITY DISCOUNT INVOICE TO FOLLOW EXTERIOR COLOR WHITE, INCLUDED. 5 YEAR/100,000 POWERTRAIN WARRANTY, INCLUDED.	2	EA	1,500.0000-	3,000.00-	11/28/07
1/2 TON CREW CAB PICK-UP (A26) ITEM 3 ONE (1) 1/2 TON CREW CAB PICK-UP (A26). DEPT. 552/FIRE. ONE (1) NEW ADDITION TO THE FLEET. SUPPLEMENT # 552003. BUDGET AMOUNT $25,000.00.	1	EA	18,761.0000	18,761.00	11/28/07
PUBLISHED OPTIONS 5.3L V8 FFV L59 INCLUDED PUBLISHED OPTIONS: AIR CONDITION C67, INCL. AIR CONDITION C67, INCL. LOCKING DIFFERENTIAL G80, INCL.	1	EA	1,967.0000	1,967.00	11/28/07
PUBLISHED OPTIONS POWER MIRRORS/WINDOWS 5B5	1	EA	696.0000	696.00	11/28/07
PUBLISHED OPTIONS POWER LOCKS AU3	1	EA	162.0000	162.00	11/28/07
PUBLISHED OPTIONS TOW PACKAGE Z82	1	EA	294.0000	294.00	11/28/07

f-12

CITY OF PLANO

12/10/07
Page - 5

P.O. Number 904962 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS HD SUSPENSION Z85	1	EA	95.0000	95.00	11/28/07
UNPUBLISHED OPTION PRIORITY TRL BRK CTRL	1	EA	321.0000	321.00	11/28/07
UNPUBLISHED OPTION FULL FOUR DOOR 543	1	EA	1,660.0000	1,660.00	11/28/07
DELIVERY FEE INVOICE TO FOLLOW EXTERIOR COLOR WHITE, INCL. 5 YEAR/100,000 POWERTRAIN WARRANTY, INCL.	1	EA	407.0000	407.00	11/28/07
QUANTITY DISCOUNT INVOICE TO FOLLOW	1	EA	500.0000-	500.00-	11/28/07
1/2 TON EXT. CAB PU W/LIFT GAT ITEM 4 ONE (1) 1/2 TON EXTENDED CAB PICK-UP WITH LIFT GATE (A26). DEPT. 748./ENVIRONMENTAL WASTE SERVICES. ONE (1) REPLACEMENT OF UNIT 01322. BUDGET AMOUNT $26,000.00.	1	EA	18,761.0000	18,761.00	11/28/07
PUBLISHED OPTIONS 5.3L V8 FFV L59 INCLUDED PUBLISHED OPTIONS: AIR CONDITION C67, INCL. AIR CONDITION C67, INCL. LOCKING DIFFERENTIAL G80, INCL.	1	EA	1,967.0000	1,967.00	11/28/07
PUBLISHED OPTIONS POWER WINDOWS/MIRRORS	1	EA	696.0000	696.00	11/28/07
PUBLISHED OPTIONS POWER LOCKS AU3	1	EA	162.0000	162.00	11/28/07
PUBLISHED OPTIONS TOW PACKAGE Z82	1	EA	294.0000	294.00	11/28/07

CITY OF PLANO

12/10/07
Page - 6

P.O. Number 904962 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS HD SUSPENSION Z85	1	EA	95.0000	95.00	11/28/07
UNPUBLISHED OPTIONS PRIORITY TRL BRK CTRL, 6-WAY PRIORITY TRL BRK CTRL, COMBO, 6-WAY.	1	EA	321.0000	321.00	11/28/07
UNPUBLISHED OPTIONS DEEP TINT GLASS AJ1	1	EA	40.0000	40.00	11/28/07
UNPUBLISHED OPTIONS ELEC. LIFTGATE PAINT TO MATCH	1	EA	2,345.0000	2,345.00	11/28/07
DELIVERY FEE INVOICE TO FOLLOW	1	EA	407.0000	407.00	11/28/07
QUANTITY DISCOUNT INVOICE TO FOLLOW 5 YEAR/100,000 POWERTRAIN WARRANTY, INCLUDED.	1	EA	500.0000-	500.00-	11/28/07
1/2 TON EXT. CAB PICK-UPS A26 ITEM 5 ITEM 5. SEVEN (7) 1/2 TON EXTENDED CAB PICK-UPS (A26) FOR: DEPT. 532/POLICE, ONE (1) NEW ADDITION TO THE FLEET. SUPPLEMENT # 532011. BUDGET AMOUNT $27,000.00. THREE (3) REPLACEMENTS FOR UNITS 02307, 02308 AND 04308. BUDGET AMOUNT $26,000.00 EACH. DEPT. 635/PARK PLANNING, ONE (1) REPLACEMENT FOR UNIT 99323. BUDGET AMOUNT $26,000.00. DEPT. 742/STREETS, ONE (1) REPLACEMENT FOR UNIT 01321. BUDGET AMOUNT $26,000.00. DEPT. 422/UTILITY SERVICES, ONE (1) REPLACEMENT	7	EA	18,761.0000	131,327.00	11/28/07

CITY OF PLANO

12/10/07
Page - 7

P.O. Number 904962 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
FOR UNIT 99321. BUDGET AMOUNT $26,000.00.					
PUBLISHED OPTIONS 5.3L V8 FFV L59	7	EA	1,967.0000	13,769.00	11/28/07
PUBLISHED OPTIONS POWER WINDOWS/MIRRORS POWER WINDOWS & POWER MIRROS 5B5.	7	EA	696.0000	4,872.00	11/28/07
PUBLISHED OPTIONS POWER LOCKS AU3	7	EA	162.0000	1,134.00	11/28/07
PUBLISHED OPTIONS TOW PACKAGE Z82	7	EA	294.0000	2,058.00	11/28/07
PUBLISHED OPTIONS HD SUSPENSION Z85 INCLUDED PUBLISHED OPTIONS: AIR CONDITION C67; INCL. AIR CONDITION C67; INCL. LOCKING DIFFERENTIAL G80; INCL.	7	EA	95.0000	665.00	11/28/07
UNPUBLISHED OPTIONS PRIORITY TRL BRK CTRL, 6-WAY PRIORITY TRL BRK CTROL, COMBO, 6-WAY.	7	EA	321.0000	2,247.00	11/28/07
UNPUBLISHED OPTIONS DEEP TINT GLASS AJ1	7	EA	40.0000	280.00	11/28/07
QUANTITY DISCOUNT INVOICE TO FOLLOW	7	EA	500.0000-	3,500.00-	11/28/07
DELIVERY FEE INVOICE TO FOLLOW	7	EA	407.0000	2,849.00	11/28/07
1/2 TON REG. CAB PICK-UP A24 ITEM 6	2	EA	14,368.0000	28,736.00	11/28/07

CITY OF PLANO

12/10/07
Page - 8

P.O. Number 904962 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
ITEM 6. PURCHASE OF TWO (2) 1/2 TON REGULAR CAB PICK-UPS (A24) FOR: DEPT. 634/PARK FIELD SERVICES, ONE (1) NEW ADDITION TO THE FLEET. SUPPLEMENT # 6340061. BUDGET AMOUNT $24,000.00. DEPT. 658/GROUND MAINT. DISTRICT #3, ONE (1) NEW ADDITION TO THE FLEET. SUPPLEMENT # 658001. BUDGET AMOUNT $24,000.00.					
PUBLISHED OPTIONS 5.3L V8 FFV L59 INCLUDED PUBLISHED OPTIONS: AIR CONDITION C67, INCL. AIR CONDITION C67, INCL. LOCKING DIFFERENTIAL G80, INCL.	2	EA	2,976.0000	5,952.00	11/28/07
PUBLISHED OPTIONS AUTOMATIC M30	2	EA	876.0000	1,752.00	11/28/07
PUBLISHED OPTIONS POWER WINDOWS/MIRRORS	2	EA	696.0000	1,392.00	11/28/07
PUBLISHED OPTIONS POWER LOCKS AU3	2	EA	162.0000	324.00	11/28/07
PUBLISHED OPTIONS TOW PACKAGE Z82	2	EA	294.0000	588.00	11/28/07
PUBLISHED OPTIONS HD SUSPENSION Z85	2	EA	95.0000	190.00	11/28/07
UNPUBLISHED OPTIONS PRIORITY TRL BRK CTRL, 6-WAY PRIORITY TRL BRK CTRL, COMBO, 6WY, LH SPOT.	2	EA	580.0000	1,160.00	11/28/07
UNPUBLISHED OPTIONS	2	EA	40.0000	80.00	11/28/07

CITY OF PLANO

12/10/07
Page - 9

P.O. Number 904962 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
DEEP TINT GLASS AJ1					
DELIVERY FEE INVOICE TO FOLLOW	2	EA	407.0000	814.00	11/28/07
EXTERIOR COLOR WHITE, INCL. 5 YEAR/100,000 POWERTRAIN WARRANTY, INCL.					
QUANTITY DISCOUNT INVOICE TO FOLLOW	2	EA	1,500.0000-	3,000.00-	11/28/07

Total Order

TermNet 30 Days 408,414.00

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		
Dept Signature:	David Stephens	City Manager		12/6/07
Agenda Coordinator (include phone #):	Amy Powell X7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

Purchase from an Existing Contract / Agreement to authorize expenditure in the amount of $199,902 with Solid Border for Web Security Solution through a Department of Information Resources (DIR) Contract, and authorizing the City manager or his designee to execute all necessary documents. (Solid Border DIR Contract No. DIR-SDD-255)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,599,143	0	**2,599,143**
Encumbered/Expended Amount	0	-558,000	0	**-558,000**
This Item	0	-199,902	0	**-199,902**
BALANCE	0	1,841,241	0	**1,841,241**

FUND(S): TECHNOLOGY SERVICES FUND (066)

COMMENTS: Funds are included in the 2007-08 Technology Services budget for this item. Remaining funds will be used for other maintenance and support expenses.

STRATEGIC PLAN GOAL: Web security relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approve an expenditure of $199,902 to Solid Border through a Department of Information Resources (DIR) Contract for the purchase of Web Security Solutions for email and internet security systems. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by ding so satisfies any State Law requiring local government to seek competitive bids for items. (Solid Border DIR Contract No. DIR-SDD-255).

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo and Solid Border Quote	

Interoffice Memo

Date: 12/05/07

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Security Platform

We are recommending that the attached security appliance be purchased with services and training as listed. The price for equipment, services, and training is a total of $ 199,902.00. Due to the sensitive nature of this security equipment, we are keeping the appliance confidential.

We are recommending purchasing this equipment, services and training from the State of Texas contract DIR No. SDD-255 for the amount of $ 199,902.10.

g-2

solid border
HUB Vendor, State of Texas

IRONPORT
Premier Security Partner

Prepared by: Brad Miller
Toll Free: 800.213.8175 x82
Direct: 210.861.1061
Fax: 800.887.9974
Email: brad@solidborder.com

Remit to: Solid Border, Inc.
1806 Turnmill
San Antonio, TX 78248
Office: 800.213.8175
Fax: 800.887.9974

Quote for: City of Plano
Tom Schabel
1520 Avenue K
Plano, TX 75074
(972)941-5347
toms@plano.gov

Quote: 39420-BO
Date: 12/4/2007
Expiration: 12/22/2007

Sku	Description	Qty	List Price	Per Unit	Extended
	Web Security Solution **IronPort Solution for Email Encryption & Web Security**				
SB-89F-C350-R	**IronPort C350 Standard Configuration**	2	$24,995.00	N/C	
IPAS-GV-3Y	**IronPort Anti-Spam Government 3 Year License Key,**	2300	$37.76	$6.60	$15,180.00
SO-GV-3Y	**Sophos Anti-Virus Government 3 Year License Key**	2300	$63.13	$4.50	$10,350.00
IPVOF-GV-3Y	**Virus Outbreak Filters Government 3 Year License Key**	2300	$83.70	$5.50	$12,650.00
PXE-ALL-GV-3Y	**IronPort PXE Encryption for ESA, Government, Enterprise-Wide Promotion, 3 Year License Key**	2300	$120.82	$8.00	$18,400.00
IPCM-C350-3Y	**IronPort Centralized Management for C350/C300, 3 Year License Key**	2	$2,700.00	$2,000.00	$4,000.00
IPMFC-C350-3Y	**IronPort Mail Flow Central for C350/C300, 3 Year License Key**	2	$2,700.00	$2,000.00	$4,000.00
SP-C350-P-3Y	**Platinum Support for IronPort C350, 3 Years**	1	$12,150.00	$10,935.00	$10,935.00
TR-NA-2D	**2-Day Onsite Email/Encryption Training for up to 8 students**	1	$14,500.00	$13,002.10	$13,002.10
SB-SERV	**Installation and Configuartion Professional Services**	1	$14,500.00	$13,000.00	$13,000.00
S350-BUN-R-NA	**IronPort S350 Standard Configuration, QTY 2**	2	$24,950.00	N/C	
WREP-GV-3Y	**IronPort Web Reputation Filters Government 3 Year License Key, Quantity 2700**	2700	$60.81	$8.00	$21,600.00
IPAM-W-GV-3Y	**IronPort Anti-Malware (Webroot Verdict Engine) Government 3 Year License Key Quantity 2700**	2700	$52.88	$7.90	$21,330.00
SAWMILL-5P	**Sawmill Enterprise, 5 Profile License**	1	$1,500.00	$1,050.00	$1,050.00
IPURL-GV-3Y	**IronPort URL Filtering Government 3 Year License Key, Quantity 2700**	2700	$39.69	$8.00	$21,600.00
SP-S350-P-3Y	**Platinum Support for IronPort S350, 3 Years**	1	$12,150.00	$10,935.00	$10,935.00
TR-NA-2D	**2-Day Onsite Web Filtering Training for up to 8 students**	1	$12,150.00	$10,935.00	$10,935.00
SB-SERV	**Installation and Configuartion Professional Services**	1	$12,150.00	$10,935.00	$10,935.00
				Total	$199,902.10

DIR State Contract: DIR-SDD-255

Payment terms are net 30 days; shipping charges included in price

This quote expires after 30 days, unless otherwise noted

Certified: Woman-Owned, HUB, WBA, WBEA, DBE, SCTRCA/TUCP
CISV / HUB: 1331009121300
TUPC: 204-06-3959
Federal ID: 331009121

DIR
HUB Vendor, State of Texas

g-3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		12.10.07
Dept Signature:	David Stephens	City Manager		12/10/07
Agenda Coordinator (include phone #):	Amy Powell X7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

Purchase from existing Contract/Agreement to authorize expenditure in the amount of $770,129 with Software House International (SHI) for a Microsoft Enterprise Agreement renewal and true up for our server and desktop licenses through a Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (SHI DIR Contract No. DIR-SDD-198).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,599,143	0	**2,599,143**
Encumbered/Expended Amount	0	-558,000	0	**-558,000**
This Item	0	-770,129	0	**-770,129**
BALANCE	0	**1,271.014**	0	**1,271.014**

FUND(S): TECHNOLOGY SERVICES FUND (066)

COMMENTS: Funds are available in the 2007-08 Technology Services operating budget for this item. The balance will be used for other maintenance agreements and support contracts.

STRATEGIC PLAN GOAL: Annual Microsoft License renewal relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approve an expenditure of $468,341 to Software House International (SHI) through a Department of Information Resources (DIR) Contract for an annual enterprise agreement with an additional $301,788 of true-up charges for server and desktop software in accordance with our annual enterprise agreement with Microsoft. This is the second year of a three year contract. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for items. (SHI DIR Contract No. DIR-SDD-198).

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Staff memo; SHI Quote	

Interoffice Memo

Date: 12/05/07

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Microsoft Enterprise Agreement Renewal and Annual True-up

---

It is time to renew our Microsoft Enterprise Agreement with Microsoft Corp. through the Department of Information Resources with the State of Texas. This contract provides the City license protection throughout the year, licensing our Microsoft products. We also must true-up our Microsoft licenses for both the desktop and server products used this year. This is our second year renewal of a three year contract. Our annual State of Texas (DIR) pricing is $ 468,341.00 for the base contract and our true-up costs for this year is $ 301,788.00. We added several desktops to our libraries this year for new public desktops which drove our true-up costs upward. This contract was purchased from Software House International (SHI), a DIR vendor. The total for this year's contract and the true-up costs for additional server and desktop products is $ 770,129.00. The SHI DIR contract number is DIR-SDD-198.

h-2

SHI-Government Solutions
State of Texas Gov't Sales Team
800-870-6079 FAX 512-732-0232
www.texas.gs.shi.com
email: texas@gs.shi.com

Microsoft Enterprise Agreement - Renewal Pricing

Darron Gross - Account Executive
1250 Capitol of Texas Hwy, I-350
Austin, Texas 78746
Phone 512-634-8100 - fax 512-732-0232

Quote to: Chester Helt
City of Plano

Phone: **Fax:**

DIR Contract # DIR-SDD-198

Qty	Part Number	Enterprise Products	Per-Desktop Price	Extended Annual Price
2200		MS Full Platform Enterprise Agreement SA ONLY - Annual Price (includes Office Pro, Windows OS, CORE CAL & SQL CAL)	$154.00	**$338,800.00**

Qty	Additional Products - Software Assurance Only	Annual Unit	Annual Extended
115	Windows Server - Std Edition	$117.00	$13,455.00
40	Windows Server - Enterprise Edition	$380.00	$15,200.00
2200	Windows Terminal Server CAL (device or user)	$13.00	$28,600.00
6	Exchange Server - Std Edition	$114.00	$684.00
2	Exchange Server - Enterprise Edition Step-Up	$1,254.00	$2,508.00
35	SQL Server - Standard Edition	$109.00	$3,815.00
1	SQL Server - Enterprise Edition	$1,039.00	$1,039.00
1	Share Point Portal Server	$651.00	$651.00
4	BizTalk Server - Standard Edition - 1 Processor	$1,139.00	$4,556.00
6	Content Management Server - Enterprise Edition	$4,068.00	$24,408.00
227	MOM Operations Mgmt	$70.00	$15,890.00
1	MOM Operations Mgr Server - Enterprise Edition	$94.00	$94.00
1	Office Live Communication Server	$129.00	$129.00
2200	Office Live Communication Server CAL (device or user)	$5.00	$11,000.00
6	Project Professional (with 1 Project Server CAL)	$152.00	$912.00
1	Project Server	$124.00	$124.00
50	Project Server CAL (device or user)	$22.00	$1,100.00
50	Visio Professional	$77.00	$3,850.00
2	MSDN Universal	$763.00	$1,526.00
	Total Annual Price - Add-On Products		**$129,541.00**
	Annual Price - EA Desktop + Add-On Products		**$468,341.00**
	ESTIMATED - Total 3 Year EA Renewal Price		**$1,405,023.00**

NOTE: ORDER FOR ENTERPRISE AGREEMENT MUST BE ACCOMPANIED BY TWO SIGNED ORIGINAL MS ENTERPRISE ENROLLMENT FORMS

Annual Desktop True-Up Prices
Year 1 - $710 ; Year 2 - $588 ; Year 3 - $468

Date Quoted: **August 18, 2005**

h-3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		
Dept Signature:		City Manager		12/6/07
Agenda Coordinator (include phone #):	Amy Powell X7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

Purchase from existing Contract/Agreement to authorize the purchase of network servers in the amount not to exceed $500,000 from IBM, Hewlett Packard, and Sun Microsystems through the Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (IBM DIR-SDD-190; HP DIR-SDD-223; and Sun DIR-SDD-503).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	500,000	0	**500,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-500,000	0	**-500,000**
BALANCE	0	**0**	0	**0**

FUND(S): **TECHNOLOGY INFRASTRUCTURE FUND (062)**

COMMENTS: .Funds are included in the 2007-08 Technology Fund Budget for the replacement of various servers throughout the City's technology infrastructure network.

STRATEGIC PLAN GOAL: Replacement of computer servers relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approve expenditure not to exceed $500,000 to IBM, Hewlett Packard and Sun Microsystems through the Department of Information Resources (DIR) Contract for network infrastructure servers. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (IBM DIR-SDD-190; HP DIR-SDD-223; Sun DIR-SDD-503)

Memo	Other Departments, Boards, Commissions or Agencies

Interoffice Memo

Date: 12/04/07

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Server Replacement Project

We are ready to begin the replacement of the various servers throughout our network and need to fund this project. We will be replacing the servers in a priority order and are recommending purchasing the servers from either IBM (DIR Contract No. DIR-SDD-190) or Hewlett Packard (DIR Contract No. DIR-SDD-223), or Sun (DIR Contract No. SDD-503). All three of these providers have contracts with the Department of Information Resources with the State of Texas as indicated above.

This replacement work will continue from now until the end of the year and purchases will not exceed a total value of $ 500,000.00. We will be purchasing equipment from the above vendors but at this time it is not clear what the exact total will be for either of the vendors.

i-2

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		
Dept Signature:	David Stephens	City Manager		12/10/07
Agenda Coordinator (include phone #):	Amy Powell X7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

Authorize the purchase of infrastructure backbone switches in the amount not to exceed $600,000 from Internetwork Experts, Inc. through the Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (INX DIR-SDD-239).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	600,000	0	**600,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-600,000	0	**-600,000**
BALANCE	0	**0**	0	**0**

FUND(S): **TECHNOLOGY INFRASTRUCTURE FUND (062)**

COMMENTS: Funds are included in the 2007-08 Budget for the upgrade of various core infrastructure backbone switches throughout the City's technology infrastructure.

STRATEGIC PLAN GOAL: Replace of backbone switches relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approve expenditure not to exceed $600,000 to Internetwork Experts, Inc. (INX) through the Department of Information Resources (DIR) Contract for infrastructure backbone switches to upgrade core switches, which is phase one of the Switch Replacement Project. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (INX DIR-SDD-239)

Memo	Other Departments, Boards, Commissions or Agencies

Interoffice Memo

Date: 12/04/07

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Switch Replacement Project

We are in the process of replacing the infrastructure backbone switches throughout the City. This recommendation involves the first phase of this project. We will be upgraded our core switches to a 10gb bandwidth.

We are proposing purchasing this equipment from Internetwork Experts through their State of Texas DIR contract number DIR-SDD-239. The first phase of the replacement project is $600,000.00 and will start the rebuild of our backbone to allow us to make the cutovers with minimal disruption.

We are recommending purchasing the equipment for this project for a total amount of $600,000.00 from Internetwork Experts using their State of Texas contract referenced above.

J-2

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		
Dept Signature:	David Stephens	City Manager	JOK	12/6/07
Agenda Coordinator (include phone #):	Amy Powell X7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

Approval of the purchase of hardware and equipment for Phase II of the MotoMesh Broadband System Project from Motorola, Inc. in the amount of $9,800,000 through an existing contract/agreement with Houston Galveston Area Council (HGAC), $9,800,000, and authorizing the City Manager or his designee to execute all necessary documents. (HGAC Contract No. RA01-06).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	4,986,466	15,513,534	0	**20,500,000**
Encumbered/Expended Amount	-4,986,466	-3,481,626	0	**-8,468,092**
This Item	0	-9,800,000	0	**-9,800,000**
BALANCE	0	2,231,908	0	**2,231,908**

FUND(S): TECHNOLOGY IMPROVEMENTS (CO'S/TAX NOTES)

COMMENTS: Funds will be provided by the 2008 sale of Certificates of Obligation / Tax Notes. This change order, in the amount of $9,800,000, will leave a current year allocation of 2,231,908 for the MotoMesh Project.

STRATEGIC PLAN GOAL: Additional hardware for the wireless mesh network extension relates to the City's Goal of Service Excellence.

SUMMARY OF ITEM

Technology Services recommends council approve purchase from Motorola, Inc., to extend the Wireless Mesh Network City Wide Build-Out Phase II for additional hardware for the continuation of the MotoMESH Broadband System throughout the City of Plano. The City is authorized to purchase from the Houston Galveston Area Council (HGAC) Contract List pursuant to Section 271, Subchapter F of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (HGAC Contract No. RA01-06).

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo and Contract	

Interoffice Memo

Date: 12/07/07

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Motorola Mesh Build-out Phase II

This Wireless Mesh Build-out Phase II is the build out into the neighborhoods and will provide coverage for our Public Safety providers as they provide services to the individual residents in the City. This work will be continuing to provide our public service providers with the coverage they need to better deliver services to our citizens.

In addition to the 4.9 GHz build out for Public Safety, this contract also provides us with the licenses to begin implementing the 2.4 GHz network which is to be used by many City departments including Public Works, Traffic, and Utility Services initially with other departments mobilizing their workers over the next couple of years.

We are recommending City Council approve this contract to Motorola for a total amount of $9,800,000.00 and authorize the City Manager to sign all contracts and documents associated with this contract.

K-2

Communications System Agreement

Motorola, Inc. ("Motorola"), and **The City of Plano, Texas** enter into this "Agreement", pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"Equipment List" and Pricing dated November 30, 2007
C-2	"Statement of Work" dated December 5, 2007
C-3	"Acceptance Test Plan or "ATP"
Exhibit D	"Warranty Services" and "Service Terms and Conditions"
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.

2.2. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.4. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.

2.5. "Effective Date" means that date upon which the last Party executes this Agreement.

2.6. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.10. "Non-Motorola Software" means Software that another party owns.

2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.13. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the System or Equipment.

2.14. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is more fully described in the Technical and Implementation Documents.

2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online

("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at http://www.motorola.com/businessandgovernment/ and the MOL telephone number is (800) 814-0601.

3.5. ABOVE WARRANTY SERVICES. During the Warranty Period for the Equipment, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Above Warranty Services Statement of Work and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is **$9,800,000.00**. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in the Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution.

Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment and acceptance of delivery at the customer location. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address: The City of Plano, Texas, 1520 Ave K, Plano, Texas 75074, Attn: Accounts Payable

5.5 The city which is the ultimate destination where the Equipment will be delivered to Customer is: Plano, Texas, 75074

5.6 The Equipment will be shipped to the Customer at the following address (insert if this information is known): Equipment will ship to warehousing provided by Motorola/Scientel located in Plano, Texas

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and access to the work sites as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist the Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

11.1. SETTLEMENT PREFERRED. The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will

be mediated by a mediator chosen jointly by the Parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

11.2. LITIGATION. A Party may submit to a court of competent jurisdiction in the state and county in which the System is installed any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

Section 12 DEFAULT AND TERMINATION

12.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will, to the extent allowed by law and without waiving any rights, defenses or immunities provided by the Texas Tort Claims Act, indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or

suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the contract price. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the

Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. ASSIGNABILITY AND SUBCONTRACTING. Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.2 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.3. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.4. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.5. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.6. GOVERNING LAW. This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to the subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment

or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola, Inc. Attn: Eddie Fuerst 2410 Luna Rd, Carrollton, Tx. 75006 Fax: 972-277-4681	City of Plano David Stephens PO Box 860358, Plano, Texas 75086-0358 Fax: (972) 941-7195

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10 AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Software License Agreement

In this Exhibit A, the term "Licensor" means Motorola, Inc., ("Motorola") or Printrak International, Incorporated, a Motorola company ("Printrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The Parties agree as follows:

Section 1 SCOPE

Licensor will provide to Licensee proprietary software, or radio communications, computer, or other electronic products, or both ("Products") containing embedded or pre-loaded proprietary software. "Software" means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of the software, and may contain one or more items of software owned by a third party supplier ("Third Party Software"). Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation.

Section 2 GRANT OF LICENSE

Subject to Section 1, Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.

If the Software is or includes Integration Framework, Customer Service Request ("CSR"), or Cityworks software, that Software is licensed pursuant to this Agreement plus a separate document entitled "Software License Agreement Rider for Integration Framework, Customer Service Request, or Cityworks Software" (which document is incorporated by this reference and is either attached to this Agreement or will be provided upon Licensee's request).

Section 3 LIMITATIONS ON USE

3.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, if Licensee provides written notice to Licensor of the temporary transfer and the temporary transfer is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. Concerning Motorola's Radio Service Software ("RSS"), if applicable, Licensee must purchase a copy for each location at which Licensee uses RSS. Licensee's use of RSS at an authorized location does not entitle Licensee to use or access the RSS remotely. Licensee may make one additional copy for each computer owned or controlled by Licensee at each authorized location. Upon Licensor's written request, Licensee must provide to Licensor a written list of all locations where Licensee uses or intends to use RSS.

Section 4 OWNERSHIP AND TITLE

Title to all copies of Software will not pass to Licensee at any time and remains vested exclusively in the copyright owner. The copyright owner owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party, or any improvements that result from Licensor's processes or, if applicable, providing information services). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, Documentation, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property.

Section 5 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Licensor's valuable proprietary and Confidential Information and are Licensor's trade secrets, and that the provisions in the Agreement concerning Confidential Information apply.

Section 6 LIMITED WARRANTY

6.1. The commencement date and the term of the Software warranty will be as stated in the Primary Agreement, except that the Warranty Period for Printrak's LiveScan software will be 90 days; and for application Software that is provided on a per unit basis, the Warranty Period for subsequent units licensed is the remainder (if any) of the initial Warranty Period or, if the initial Warranty Period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable Warranty Period, Licensor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined solely with reference to the Documentation. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements. Warranty claims are described in the Primary Agreement.

6.3. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS.

Section 7 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 8 TRANSFERS

Licensee will not transfer Software or the related Documentation to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and which may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those radio Products; if Licensee transfers all copies of the Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this Agreement).

Section 9 TERM AND TERMINATION

Licensee's right to use the Software and Documentation will begin when this Agreement is mutually executed by both parties and will continue during the life of the Products in which the Software is used, unless Licensee breaches this Agreement in which case it will be terminated immediately upon notice by Licensor. Licensee acknowledges that Licensor has made a considerable investment of resources in the development, marketing, and distribution of its proprietary Software and Documentation and that reasonable and appropriate limitations on Licensee's use of the Software and Documentation are necessary for Licensor to protect its investment, trade secrets, and valuable intellectual property rights concerning the Software and Documentation, Licensee also acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. In the event of a breach of this Agreement and in addition to termination of this Agreement, Licensor will be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government). Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.

Section 10 NOTICES

Notices are described in the Primary Agreement.

Section 11 UNITED STATES GOVERNMENT LICENSING PROVISIONS

If Licensee is the United States Government or a United States Government agency, then this section also applies. Licensee's use, duplication or disclosure of the Software and Documentation under Licensor's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 12 GENERAL

12.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

12.2. COMPLIANCE WITH LAWS. Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government, or any of its agencies, at the time of the action, requires an export license or other governmental approval. Violation of this provision will be a material breach of this Agreement, permitting immediate termination by Licensor.

12.3. ASSIGNMENTS. Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

12.4. GOVERNING LAW. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Software or Products are shipped if Licensee is a sovereign government entity, or the laws of the State of Illinois if Licensee is not a sovereign government entity.

Exhibit B

Payment Schedule

20% upon DDR Completion

40% upon shipment of equipment

10% upon completion of Installation of Sector 1

10% upon completion of Installation of Sector 2

10% upon completion of Installation of Sector 3

10% upon Final System Acceptance

Exhibit C

Technical and Implementation Documents

Exhibit D

Service Terms and Conditions

Service Terms and Conditions

Motorola, Inc. ("Motorola") and the customer named in this Agreement The City of Plano, Texas hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

K-20

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER CONTACT

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

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-

perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

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

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

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Exhibit E

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

A. ACCEPTANCE TEST PROCEDURES

A.1 ACCEPTANCE TEST PROCEDURES

Motorola will develop the Acceptance Test Procedures (ATP) used for testing the functionality and performance of the system. The ATP establishes a framework for City of Plano acceptance. The tests will validate the functional performance of the system.

An ATP will be developed for the City of Plano MESH Broadband Communications System project once the Design Review Documents have been approved. The ATP includes the acceptance criteria to ensure the equipment and software operates in accordance with the specifications identified in the contract.

The type of ATP included in this proposal is known as a Link Verification ATP. This type of ATP verifies physical and logical connectivity from a mobile client test device to from the MiSC. Throughput values are benchmarked during the test and included in the documentation describing the results of the test. The details of the Link Verification test procedures will be provided during the design review phase of the project.

A.2 MOTOROLA RESPONSIBILITIES

- Work with City of Plano in finalizing the ATP once the Requirements documents have been approved.
- Develop the overall approach to testing including hardware, software and final system acceptance criteria.
- Submit a draft ATP to City of Plano for review.
- Submit a final ATP document to City of Plano for approval.

A.3 CITY OF PLANO RESPONSIBILITIES

- Work with Motorola in finalizing the ATP once the Requirements documents have been approved.
- Provide related information requested by Motorola to assist Motorola in completing the ATP.
- Review the draft ATP document or identify in writing any specific deficiencies found within ten (10) business days of receipt.

K-26

- Review and approve the final ATP.

A.4 PROPOSED ACCEPTANCE TEST PROCEDURES

The following procedures are candidate test procedures for the final ATP. The procedures selected for the ATP will be defined by the DDR.

A.4.1 Drive Test Mapping

The drive test mapping testing will be conducted on a mobile device connected to the network within the test area. The testing will use a data generator located within the MiSC subnet and a client on a laptop connected to the mobile device (VMM or SD). The test device will drive along the deployed corridors of the test area and record throughput levels received at intervals of 2 seconds or less and correlated to GPS timestamps during the test. These recordings will then be plotted on a map and color coded to show varying throughput levels. These tests will be repeated among different streets of the coverage area until the test Sector has been fully recorded. The aggregation of these maps will provide the Coverage Mapping suitable to baseline the Sector Under test.

A.4.2 Functional Communication Testing

Installation:

While installing fixed infrastructure devices, each device will be tested for connectivity to the MiSC. The testing will be performed from a laptop connected to the mobile device (VMM or SD). Ping and Throughput will be conducted and verified to fall within nominal parameters for the device type, environment and hop count.

MiSC Connectivity:

This test will use MeshManager to run a "Ping Status Poll" on the devices in the area under test. The results page will be pasted into an Excel spreadsheet and any anomalies will be noted/investigated.

A.5 COMPLETION CRITERIA:

This task is considered complete upon City of Plano acceptance and sign-off of the ATP.

5. WARRANTY SERVICES

5.1 INTRODUCTION

Motorola places great emphasis on ensuring that communications systems, such as the MESH system proposed for the City of Plano meet high standards for design, manufacture, and performance. To enhance the value of the proposed systems, Motorola offers tailored warranty and post-warranty services as outlined in this Section.

5.2 SYSTEM SUPPORT WARRANTY

Motorola offers the most comprehensive sophisticated warranty and service support program available in the communications industry today. The System Support Warranty plan is the method by which Motorola delivers a combination of services to fully support your Mesh system during warranty and on-going. By combining our system services into a cohesive program, Motorola is able to effectively deliver technical support, diagnostic assistance, and restoration services in a thorough and responsive manner. These services are included as part of your first year System Support Plan beginning during the warranty period which is 12 months from acceptance date for a period not to exceed 18 months from shipment per our standard warranty.

5.2.1 Technical Support

Motorola's Technical Support was created to insure that City of Plano is provided the answers to their technical issues. Motorola's Technical Support Operation is available 24 hours per day, 365 days a year to field all levels of calls. During warranty, Motorola will provide Technical Support Monday through Friday, 8x5 Central Time. This operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues by telephone. A case is created on each issue and is followed to resolution, with escalation if necessary. Because of the Center's proximity to the factory engineers, the highest level of technical support is available. Plano is required to provide a VPN connection to the Motorola Mesh network to facilitate effective support and troubleshooting capabilities. Failure to provide the VPN connection may result in time and material charges being applied for repair and resolution of network or device issues.

5.2.2 Unit Repair Service

During Warranty, the City of Plano will contact the System Support Center's Call Center to request a return authorization (RA) number. City of Plano will remove the malfunctioning board/unit and ship it to the Motorola Depot for repair.

Upon receipt of malfunctioning equipment, the Motorola Depot will fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to the current shipping configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair.

5.2.3 Software Support and Updates

Motorola will periodically provide notification of software releases to City of Plano at its address for notice purposes. These software notifications will identify available software bug fixes and updates for Warranty and Contracted customers. As appropriate, customers will be instructed on download procedures for the identified bug fixes or updates. Under Warranty, customers are responsible for loading available software into the appropriate devices. Motorola technical support is available to remotely assist the City of Plano in the loading of the available software.

5.2.4 Optional Upgrade Bundles to Basic Warranty Support (Additional Fees Apply)

5.2.4.1 Tier 1 Support: 8x5 Bundle – Uplift to Basic Warranty

5.2.4.1.1 Advanced Replacement

When available, Motorola will provide City of Plano with an Advanced Replacement unit(s) or field replaceable unit (FRU(s)) delivered next business day in exchange for Plano's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by Motorola's repair facility and returned to Motorola service inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

Note that the PCMCIA form factor Wireless Modem Card is not a serviceable item and is not included in the FRU program or covered by this service offering.

5.2.4.1.2 Software Support Program

In order to keep the City of Plano's system operating with current functionality and to prolong the useful life of the system, Motorola provides a Software Support Program.

Under the Software Support Program, Motorola will provide periodic bulletins which describe available Software Enhancement Releases or Core Releases. Basic Warranty includes Enhancement Releases which provide minor software performance enhancements, bug fixes and updates. This uplift support also provides Core Releases for major upgrades to the system software version, excluding new features which would need to be purchased separately, as appropriate. As a subscriber, the City of Plano may order any available Enhancement Release or Core Release, and it will be provided without separate charge (excluding the cost of options and features not already part of the customer's system or software).

5.2.4.1.3 On-Site Infrastructure Response and Dispatch Service 8x5

Motorola will provide technician availability to respond to system issues, 8x5 On-Site support when this option is purchased. A call to Motorola sets a problem solving process in motion that escalates until the problem is resolved. That process includes getting expert technicians on-site through our dispatch system as well as the dispatch of the identified Plano resources, bucket trucks and personnel, to the appropriate field locations when warranted, verifying that the situation is properly assessed, and working to get the system restored in the most efficient manner. Motorola provides you with on-site technicians that are trained, and who are ready and available to restore the network to optimal operating condition. Motorola also has back-up system technologists on call 24-hours a day to support those in the field. When you call on Motorola for on-site infrastructure support, you gain access to an entire network of expertise, day or night, dedicated to the optimal operation of the system. Response to any Severity 1 infrastructure equipment failure that affects end users shall be made within four (4) hours of notification. Response may be either in person at the incident site or by remote access. Motorola will provide continuous effort to achieve restoration for infrastructure equipment. When on-site service is required, authorized technicians are dispatched to perform first echelon service, identify failed components for repair, and reinstall customer supplied new or reconditioned components at the Central Site Only. Motorola will provide replacement equipment on a next day basis when Plano spares are not available. City of Plano is responsible for replacement for devices not installed at the central site.

(Bucket trucks are not included unless requested by the City of Plano for Intelligent Access Points (IAP) and Wireless Routers at an additional fee.)

If the problem is found to be telco or power related, the City of Plano is responsible to coordinate the resolution.

5.2.4.2 *Tier 2 Support: 24x7 Bundle – Additional Uplift to Basic Warranty*

5.2.4.2.1 Technical Support, Unit Repair, Advanced Replacement, Software Support Program and On-Site Infrastructure Response and Dispatch Service described above are all provided on a full basis of 24x7, 365 days per year.

Please see the Table below for the services offered both during warranty and available for purchase for post-warranty support.

Warranty/Post Warranty Services MESH SYSTEM	Warranty Included	Optional Warranty Uplift (Add'l Fees)	Post-Warranty RNS	Post Warranty ERNS	Post Warranty ONS
Warranty: Standard	√				
Warranty: Software Bug Fixes	√				
Technical Support	√		√	√	√
Infrastructure Unit Repair Service Unit Repair Only	√		√		
Infrastructure Unit Repair Service with Advanced Replacement		√		√	√
On-Site Infrastructure Response and Dispatch (to MISC only) (8X5)		√			√
On-Site Infrastructure Response and Dispatch (to MISC only) (7X24X365)		√			√
Software Updates & Support		√	√	√	√

5.3 *MAINTENANCE / POST WARRANTY*

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we have described above can be tailored and are available for purchase either in "System Support Services" packages or as individual service products. These system support services significantly benefit City of Plano providing a seamless transition from warranty period to post-warranty support, thereby maximizing

the operational capabilities and useful life of the system and protecting your investment in the system. A description of the services were described above and availability is shown in Table 1.

The pricing for post warranty support reflects the additional costs associated with delivering the warranty services. Telephone support, unit repair and Software support that were provided at no additional costs to the City of Plano during warranty, plus the optional services available during warranty. The deliverables for post warranty bundled support services are identical to those available and delivered during warranty. The following packages are available as Tier 1(8x5) or Tier 2 (24x7) to support your network after the warranty period:

- **REMOTE NETWORK SUPPORT (RNS)**
  - Technical Support
  - Unit Repair
  - Software Support

- **ENHANCED REMOTE NETWORK SUPPORT (ERNS)**
  - Technical Support
  - Unit Repair with Advanced Replacement
  - Software Support

- **ONSITE NETWORK SUPPORT (ONS)**
  - Technical Support
  - Unit Repair with Advanced Replacement
  - Software Support
  - On-site Infrastructure Response and Dispatch Service

5.4 SUMMARY

No matter the size or complexity of your network you can turn to Motorola. We are your reliable, committed resource offering a total Services portfolio tailored to your specific needs and supporting the entire lifecycle of your broadband network.

CITY OF PLANO TEXAS

MotoMESH Design, Installation, Integration and Acceptance Testing

PHASE II

STATEMENT OF WORK

December 5, 2007

K-33

MOTOROLA

Table of Contents

A. GENERAL DISCUSSION

A.1 Device Count

A.2 Assumptions

A.3 Network Design

A.4 Detailed Site Survey

A.5 Site Securing Services

A.6 Implementation, Ancillary Procurement and Turn up Services

A.6.1 Installation and Configuration of Fixed Network Equipment

A.6.2 Connectivity Testing from IAPs to MISC

B. GENERAL PROJECT RESPONSIBILITIES

B.1 Motorola and our channel partner Scientel Responsibilities

B.2 Motorola and City of Plano Responsibilities

C. Attachments

C.1 Equipment List titled "MotoMESH Quattro Full Build-out Final Equipment List 11/30/07"

K-34

A. GENERAL DISCUSSION

A MotoMESH network is proposed to the City of Plano, Texas as a second phase of the build-out toward a city wide MotoMESH deployment. Motorola and our channel partner Scientel Wireless's familiarity and involvement with the phase 1 project insures the smooth transition into the next phase of this project. Motorola has provided a quotation and a pricing change order for the procurement, project management, design and installation and optimization services as outlined below, based on the request for quote by The City of Plano.

A.1 Device Count

The pricing will be focused on the number of devices identified as follows:

* 180 IAP7300-01 W/VLAN
* 180 Add: Mandatory AC Power option for IAP7300-01 W/VLAN & Canopy
* 1008 MWR7300-Mobile Wireless Router
* 1008 Add: Mandatory AC Power option for MWR7300
* 1008 Add: Enable MEA 2.4 clients
* 1008 Add: Enable MEA 4.9 clients
* 252 x (MWR7300) or 504 (MWR6300 2.4/4.9) mixture
* 180 Canopy SM 5.4 GHZ OFDM
* 30 Canopy AP 5.4 GHz OFDM – with integrated antenna
* 8 CMM Micro w/GPS Antenna
* 8 DC Surge Suppressor for CMM
* 2 SM Surge suppressors, bundle pack of 100
* 1 Surge suppressors, bundle pack of 25
* 1 Services: installation, optimization and testing
* 200 MEA-WMC6300-US
* 2 Wired Outdoor Dome Housing Clear
* 2 Sony 360 PTZ Camera-White SNC-RX550N/W-MT
* 2 Aluminum pole mount adapter
* 2 IVSC Power Supply
* 2 90-240VAC/50-60HZ SM Power Supply, NA cord only
* 2 Canopy SM 5.4 GHz OFDM
* 1 Real Shot Manager V4 supporting 32 cameras

K-35

A.2 Assumptions

For this proposal, Motorola/Scientel has made the following assumptions:

1. The number of devices will not exceed what is in Section A1 of this document
2. Backhaul for all IAP's will be a Canopy SM device
3. Any other network configuration, outside of this scope if not include in this proposal
4. The IAP and backhaul locations selected are available for use and adequate mounting locations for the antennas exist.
5. Installation permitting is the responsibility of City of Plano.
6. Motorola/Scientel has full access to all sites.
7. Grounding available at the base of each pole and on roof tops to within 20' of the grounding device.
8. MWR's are located on light posts, traffic light posts, roof tops or concrete poles.
9. Oncore, Verizon and any other pole attachment agreements have been executed.
10. Motorola/Scientel to provide, perform and document ATPs associated with the hardware installation. Motorola/Scientel to verify connectivity/functionality of each device during the installation.
11. Canopy Subscriber Modules to be installed on the same structure as an IAP (e.g. Traffic Light Post, Tripod, Wall Mount, Standard Light Post, Spun Concrete Poles, etc.)
12. Conduit will be installed where required by code for up to a maximum of 20'
13. Two (2) minor revisions to drawings included. Minor revision is defined as cosmetic changes to the current mount but not a change in location.
14. Miscellaneous materials will only be ordered when a complete package has been approved by the city. A complete package is defined by a minimum number of drawings of up to 25 sites.
15. All materials will be shipped to and staged from Scientel's Dallas area location.
16. Installation pricing is based on the site designs in Appendix A. Any installations that are not in Appendix A or similar are considered out of scope and additional pricing may be required. Similar includes siren poles, concrete spun poles, and remote antennas up to 20' of MR able.

K-36

17. Major revisions will be considered out of scope and additional pricing will apply (Major revision consists of a total redesign or site relocation, requiring another visit).

A.3 Network Design

As in the first phase, Motorola/Scientel will work with the City of Plano to determine:

1. Identify City of Plano's coverage requirements given the required units
2. Identify target deployment areas
3. Identify success criteria for target deployment areas
4. Identify backhaul requirements to support non MESH activities
5. Use City owned mounting locations when possible to meet design criteria
6. Target of 90% (+) coverage of Primary and secondary roads

On or near the completion of the first phase, Motorola/Scientel will complete a network design. Specifically, the design will include:

- IAP/Canopy location and required heights
- MWR location
- Anticipated RM Street Coverage
- Identify all structures to be used in final implementation
- Frequency planning for 2.4, 4.9, 5.2, 5.4 and 5.7/5.8 GHz
- IP Design
- Provide a IP topology drawing including IP addressing scheme
- Network Topology
- Routing and VLAN recommendations

On completion of this phase, Motorola/Scientel will conduct a Detailed Design Review with The City of Plano.

A.4 Detailed Site Survey

On final acceptance of the network design, Motorola/Scientel will provide a detailed site survey and provide a detailed Engineering Package of all equipment installed on all structures. Motorola/Scientel shall develop site sketches/drawings depicting the path design and equipment configuration and location recommended for each site. All data collected for the project shall be presented to City of Plano in a formal report requesting approval. The report will reflect any communications with support structure landlords, potential project expansions, potential project threats, and recommendations for system configuration.

A detailed site survey will include the following:

Detailed Site Survey & Design

* Device support structure vertical plan drawing
* Site Drawings
* Site Engineering – Civil, Electrical and Mechanical
* Equipment site locations on all structures
* Structural Analysis where required
* Equipment Drawings
* Site Acquisition Support
* Engineered Stamped Drawings if required
* Complete Bill of Materials
* Confirm power availability at each location including type of power

A.5 Site Securing Services

Motorola/Scientel will make available engineered stamped drawings, wind-loading calculations and equipment locations to obtain the necessary site approvals. Wherever possible, Motorola/Scientel will work with the most "attachment-friendly" entities for identification of sites that fit within the defined network design. Wherever possible we will utilize existing infrastructure to minimize the need for installing new poles or towers.

K-38

A.6 Implementation, Ancillary Procurement and Turn Up Services

Implementation and Turn Up services include both implementation and procurement of ancillary equipment. Services include transmission lines supply and installation, antenna stand-off supply and installation, NEMA enclosure installation, antenna installation, antenna and line sweeps (if necessary), lightning rod and ground cable supply and installation, grounding for cabinet, Ethernet Surge Protection, Power Surge Protection, CAT 5, conduit and lightning protection, and as-built documentation, Additional services include:

- Order and inventory hardware items required for installation
- Mobilize installation and construction equipment and tools to sites
- Install IAP, MWR, and Canopy units on buildings and/or other infrastructure according to the RF plan
- Install antennas, CAT 5 lines and accessories as required
- Perform alignment, turn-up and testing of equipment
- Provide maintenance and warranty coverage as required
- Install and configure VMM's and WMC's if required

A.6.1 Installation and Configuration of Fixed Network Equipment

1. Provision all devices in the MeshManager, including installation of the Canopy Prizm software, loading infrastructure device information into the appropriate server, and loading mobile modem device information, test configuration and network connectivity.
2. Configure required network devices to provide communications into the customer's network
3. Install MESH Intelligent Access Points (IAP), Wireless Routers (WR), and other fixed network equipment.
4. Enclosures (if necessary) will house an IAP surge protectors for RF, power, and Ethernet and include a 20' grounding cable.
5. Install ground and power connections, mount four (4) antennas directly to the ports on the MotoMESH box or to another suitable location (remote antennas) using Motorola/Scientel supplied cable (20' max) and mounting brackets.

K-39

6. Install power cables from power source to each WR. Ground each WR.
7. Develop as-built drawings for each WR, IAP & MAC network addresses, antenna types and configurations, labeled cables, and special access requirements (physical and logical),
8. Install and provide equipment for all sites necessary for network operations.

A.6.2 Connectivity Testing from IAPs to MISC

1. Perform a connectivity test between each physical segment and end-to-end.
2. A PING test will satisfy basic connectivity requirements between physical segments, but amore thorough throughput test is required for end-to-end analysis This test should include multiple protocols, including TCP, UDP, FTP, and HTTP
3. Establish and end-to-end connection and transfer a significant amount of data (at Least 1 MB) to the backend host
4. Provide test results to City of Plano for further analysis of the backhaul for "last-mile" available VLAN bandwidth.

B. GENERAL PROJECT RESPONSIBILITIES

The following general project responsibilities, not defined by specific tasks, include:

B.1 Motorola/Scientel Responsibilities:

Motorola and our channel partner Scientel will designate a Project Manager who will direct our efforts and serve as the primary point of contact for The City of Plano project. The Project Manager will have significant authority to make certain decisions relative to the project, on behalf of Motorola/Scientel, and will have direct access to Motorola/Scientel executive management for resolving problems beyond the Project Manager's immediate authority. The responsibilities of the Project manger include:

K-40

- Participate with Plano in monthly progress review meetings and submit status reports that identify the activities of the previous review period, as well as activities planned for the upcoming review period, including an updated Project Schedule. Maintain project communications with City of Plano's project Manager(s).
- Participate in weekly conference calls or face-to-face meetings and issue a mutually agreed upon agenda for each call or meeting.
- Manage the efforts of Motorola/Scientel staff and coordinate activities with City of Plano project team members.
- Measure, evaluate and report the progress against the Project Schedule.
- Resolve deviations from the project Schedule
- Monitor the project to ensure that support resources are available as scheduled and as identified in the contract.
- Assume accountability for all Motorola/Scientel contractor and subcontractor supplied tasks within the Project Schedule, if any.
- Coordinate and oversee the installation of all hardware and software.
- Review and administer change control procedures through the City of Plano Project Manager, commonly referenced as a "Project Change Request" (PCR), issued by the Motorola/Scientel Project Manger
- Work with the City of Plano Manger in designing and approving the format of an action item log to be used in conjunction with the Project Schedule. The purpose of the log is to identify outstanding issues, provide continual status updates on specific tasks and to identify responsibilities of the parties.
- Prepare and submit a monthly status report that identifies the activities and milestones completed in the previous month and activities planned for the current month and the next month, including progress and payment milestones, and an updated Project Schedule.
- In the event that Motorola/Scientel must replace or substitute a Project Manger, Motorola/Scientel will immediately notify The City of Plano of such a change and will provide City of Plano with a resume of the person intended to replace current Project Manager.

- Provide and coordinate lift trucks and trained/authorized operators as well as licensed electricians to install IAPs and WRs. If tower crews are required per the defined type of installation in the summary section, it is the responsibility of Motorola/Scientel.
- Work with local utility companies and departments of transportation (e.g. TXU and TxDOT) to negotiate appropriate mounting locations on their facilities that are in compliance with their guidelines.

B.2 City of Plano Responsibilities:

The City of Plano Project Manager will serve as the primary point of contact for Motorola/Scientel. The City of Plano Project Manger will have significant authority to make certain decisions relative to the project, on behalf of City of Plano, and will have direct access to City of Plano executive management for resolving problems beyond the Project Manager's immediate authority. The responsibilities of The City of Plano Project Manager includes:

- Finalizing Pole Attachment Agreement terms & conditions with local utility companies and Department of Transportations (e.g. TXU and TxDOT).
- Maintain project communications with Motorola/Scientel
- Identify the efforts required of City of Plano staff to meet the client task requirements and milestones in the Statement of Work and Project Schedule.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure that support resources are available as scheduled.
- Participate in Monthly Progress Reviews meetings
- Provide timely responses to issues related to project progress raised by Motorola/Scientel
- Approve and release payments in a timely manner predicated on project deliverables.
- Ensure that all appropriate City of Plano personnel attend and actively participate in Progress Reviews, conference calls, and other project meetings.

K-42

- Assign one or more personnel who will work with Motorola/Scientel staff as needed for the duration of the project, including at least one System Administrator.
- Ensure acceptable Standard Change Request and Approval Letter(s) are approved by authorized signature(s).
- Provide building access to Motorola/Scientel personnel to all facilities where the system is to be installed during the project. Temporary identification cards would be issued to Motorola/Scientel personnel if required for access to client facilities. Access must be made available after business hours where required by Motorola/Scientel or as necessary to meet the project schedule.
- Provide any required parking permits to Motorola/Scientel personnel for restricted access entry and/or parking
- Provide any necessary police escorts/security, if the need occurs, for Motorola/Scientel personnel including any street closure requirements and permitting.
- Obtain all FCC, FAA (if applicable), zoning, site access, and other permits (including, but not limited to, easements, impact studies, planning commission approval, variances, etc) necessary for this project and any other agreements required to gain use of sites.
- Provide the appropriate fire inspection and building inspection certificates.
- Provide adequate space, electrical, communications lines and environmental appropriations for the Communications equipment to be installed by Motorola/Scientel.
- Review and approve or revise delivered design documents within ten (10) days of submission.
- City of Plano must inform Motorola/Scientel of all relevant rules, regulations, and requirements for installation. Should these conditions impact the project schedule and limit installation, City of Plano may incur additional cost.
- Motorola/Scientel's demarcation point on the network infrastructure end if the Edge Router.
- Provide wall penetrations, conduit, cable trays and other supporting equipment necessary for the routing of power, grounding and networking cables beyond 10' from MWR's and IAP's.
- City of Plano shall provide power within 10' of each IAP and WR location.

Hardware/Software (Vendor Supplied Specifications, Quantity, and Total Price)
Exhibit C-1
City of Plano Full Build out **11/30/2007**
Quattro Equipment/Pricing List

Description	Specifications	Quantity	Total Price	Discount	Extended Price
Intelligent Access Points	See Section 3.2, Project Overiew in the Statement of Work	108	$712,800.00	15%	$605,880.00
Wireless Routers	See Section 3.2, Project Overiew in the Statement of Work	1008	$5,140,800.00	21%	$4,061,232.00
2.4 MEA Solo Wireless Routers	See Section 3.2, Project Overiew in the Statement of Work	252	$1,008,000.00	15%	$856,800.00
4.9 MEA Solo Wireless Routers	See Section 3.2, Project Overiew in the Statement of Work	252	$1,008,000.00	15%	$856,800.00
Wireless Backhaul	See Section 3.2, Project Overiew in the Statement of Work		$314,050.00	10%	$282,645.00
MEA 2.4 Software Licenses for 1188 Quattro Access Points	See Section 3.2, Project Overiew in the Statement of Work	1188	$831,600.00	21%	$656,964.00

Other Equipment (Vendor Supplied Description and Specification) And Services

Description	Specifications			Total Cost	
Services:					
Installation & Testing	As Defined in Section 3 – Statement of Work				
Design / Project Management	As Defined in Section 3 – Statement of Work				$4,655,719.00

Solution Subtotal					$11,976,040.00
HGAC Purchase Fee Discount*					($138,000.00)
Additional 38% Discount on MEA 2.4 Licenses*					($316,008.00)
Solutions Discount*					($1,620,032.00)
200 2.4 MEA PCMCIA Modems					($102,000.00)
Solution Total					**$9,800,000.00**

***The Solutions Discount is a payment carrot that is tied to contract signature by December 21nd, 2007 and expire on that date.**

K-44

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		
Dept Signature:	David Stephens	City Manager		12/6/07
Agenda Coordinator (include phone #):	Amy Powell X7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXISTING CONTRACT

CAPTION

Authorize the purchase of infrastructure backbone switches for the Plano Library System, in the amount of $97,936 from Internetwork Experts, Inc. through the Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (INX DIR-SDD-239).

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	220,900	0	**220,900**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-97,936	0	**-97,936**
BALANCE	0	**122,964**	0	**122,964**

FUND(S): **TECHNOLOGY INFRASTRUCTURE FUND (062)**

COMMENTS: Funds are included in the 2007-08 Budget for the upgrade of core infrastructure backbone switches throughout the Plano Library System.

Replacement of backbone switches relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approve expenditure in the amount of $97,936 to Internetwork Experts, Inc. (INX) through the Department of Information Resources (DIR) Contract for infrastructure backbone switches to upgrade core switches for the Plano Library System. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local government to seek competitive bids for the items. (INX DIR-SDD-239)

Memo and Quote	Other Departments, Boards, Commissions or Agencies

Interoffice Memo

Date: 12/06/07

To: David Stephens, Director Technology Services

Cc:

From: Chester M. Helt, Infrastructure Manager

RE: Switch Replacement Project for Libraries

We are in the process of replacing the infrastructure backbone switches throughout the City. This recommendation involves the replacement of switches for our Libraries.

We are proposing purchasing this equipment from Internetwork Experts through their State of Texas DIR contract number DIR-SDD-239.

We are recommending purchasing the equipment for this project for a total amount of $97,936.00 from Internetwork Experts using their State of Texas contract referenced above.

L-2

INX Inter.Network Experts

Cisco Systems Partner Gold Certified

Go DIRect

Contract Number DIR-SDD-239

Date: December 7, 2007

To: City of Plano

Phone:
Fax:

Quote #: TC112707SB2

From: Traci Chrisman
Phone: 469-549-3841
FAX: 469-549-3871
tchrisman@inxi.com

Vendor	Part Number	Description	Qty	Unit Price	Extended Price
		Catalyst 4506 10/100/1000 PoE and 10/100/1000 48 Ports			
Cisco	WS-C4506-E	Cat4500 E-Series 6-Slot Chassis, fan, no ps	4	$ 2,697.30	$ 10,789.20
Cisco	PWR-C45-2800ACV	Catalyst 4500 2800W AC Power Supply (Data and PoE)	4	$ 1,077.30	$ 4,309.20
Cisco	PWR-C45-2800ACV/2	Catalyst 4500 2800W AC Power Supply (Data and PoE)	4	$ 1,077.30	$ 4,309.20
Cisco	CAB-AC-2800W-TWLK	U.S. Power Cord, Twist Lock, NEMA 6-20 Plug	8	$ -	$ -
Cisco	S45IPBK9-12240SG	Cisco CAT4500 IOS IP BASE SSH	4	$ -	$ -
Cisco	WS-X4013+	Catalyst 4500 Supervisor II-Plus (IOS), 2GE,Console(RJ-45)	4	$ 3,237.30	$ 12,949.20
Cisco	WS-X4548-GB-RJ45V	Catalyst 4500 PoE 802.3af 10/100/1000, 48-Ports (RJ45)	4	$ 4,047.30	$ 16,189.20
Cisco	WS-X4548-GB-RJ45V	Catalyst 4500 PoE 802.3af 10/100/1000, 48-Ports (RJ45)	4	$ 4,047.30	$ 16,189.20
Cisco	WS-X4548-GB-RJ45	Catalyst 4500 Enhanced 48-Port 10/100/1000 Base-T (RJ-45)	4	$ 2,967.30	$ 11,869.20
Cisco	WS-X4548-GB-RJ45	Catalyst 4500 Enhanced 48-Port 10/100/1000 Base-T (RJ-45)	4	$ 2,967.30	$ 11,869.20
Cisco	CON-SNTP-C4506E	SMARTNET 24X7X4 Cat4500 E-Series 6-Slot Chassis, fan, no	4	$ 2,365.60	$ 9,462.40
		Total LeadTime: 21 Days			
				Total Price:	**$ 97,936.00**

INX, Inc.
1955 Lakeway Drive
Suite 220
Lweisville, TX 75057
CISV# 1-76-051-5249-906

Ground Freight Included
Quote valid for 30 days
Terms are Net 30
Lead times subject to change

Customer Signature of Acceptance ***Date***

E3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		12.10.07
Dept Signature:		City Manager		12/10/07

Agenda Coordinator (include phone #): **Amy Powell X7342**

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☒ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Approval of a Pole Attachment License Agreement by and between the City of Plano and GTE Southwest Incorporated d/b/a Verizon Southwest, in the amount not to exceed $25,000 to allow the City of Plano to mount Mesh Network devices to distribute electricity to agreed on GTE Southwest Incorporated d/b/a Verizon Southwest distribution poles for the purpose of Motorola's City Wide Build Out, and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	4,986,466	15,513,534	0	**20,500,000**
Encumbered/Expended Amount	-4,986,466	-3,481,626	0	**-8,468,092**
This Item	0	-25,000	0	**-25,000**
BALANCE	0	**12,006,908**	0	**12,006,908**

FUND(S): **TECHNOLOGY IMPROVEMENTS (CO'S / TAX NOTES)**

COMMENTS: Funds will be provided by the 2008 sale of Certificates of Obligation / Tax Notes. This item, in the amount not to exceed $25,000, will leave a current year allocation of $12,006,908 for the MotoMesh Project.

STRATEGIC PLAN GOAL: Distribution pole license agreements for the wireless mesh network extension relates to the City's Goal of Service Excellence.

SUMMARY OF ITEM

Distribution Pole Attachment License Agreement by and between the City of Plano and GTE Southwest Incorporated d/b/a Verizon Southwest. This agreement will allow the City to mount our Mesh Network devices on agreed to GTE Southwest Incorporated d/b/a Verizon Southwest distribution poles for the purpose of Motorola's City-wide Build-Out, Phase I. Cost associated with the agreement will not exceed $25,000.

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

Interoffice Memo

Date: 12/05/07

To: David Stephens, Director Technology Services

Cc:

From: Michael K. Branch, Special Projects Manager

RE: Mesh Network GTE Southwest Incorporated D/B/A Verizon Southwest Connection

---

We are recommending that the attached GTE Southwest Incorporated D/B/A Verizon Southwest Pole Attachment Agreement be approved and the City Manager be authorized to sign this agreement. This agreement will allow us to mount our Mesh Network devices and provide electricity on agreed to GTE Southwest Incorporated D/B/A Verizon Southwest Distribution Poles for the purpose of Motorola's City-Wide Build out – Phase I.

Associated with this license agreement will be the distribution pole electrical connection costs for connecting the electricity to the wireless devices. The Distribution Pole licensing costs for this service is to be a not to exceed amount of $ 25,000.00.

M-2

POLE ATTACHMENT AGREEMENT FOR MISCELLANEOUS ATTACHMENTS

Between

GTE SOUTHWEST INCORPORATED D/B/A VERIZON SOUTHWEST

And

CITY OF PLANO

M-3

TABLE OF CONTENTS

1. Definitions 3
2. Scope of Agreement 4
3. Annual Pole Attachment Fee and Other Fees 4
4. Term of Agreement 4
5. Compliance with Applicable Law 4
6. Rights in Verizon's Poles 4
7. Requirement to Construct and Maintain a Utility Pole 4
8. Abandonment 5
9. Other Agreements 5
10. Assignment of Rights 5
11. Permits and Consents 6
12. Limitation of Rights 6
13. Notices 6
14. Initial Application 7
15. Authorization 7
16. Conformance to Codes 8
17. Radio Access Node Cabinet 8
18. Bonding and Grounding 8
19. Antenna Conductors 8
20. Tagging 8
21. Antenna Deactivation 9
22. Removal of Hazards 9
23. City's Employees and Agents 9
24. Pre-Construction Surveys 9
25. Post Construction, Subsequent and Periodic Inspections 10
26. Unauthorized Attachments 10
27. Insurance 10

m-4

28. Indemnification 11

29. Termination of Authorization 13

30. General Provisions 14

EXHIBIT A RATES AND CHARGES 16

EXHIBIT B POLE ATTACHMENT APPLICATION 17

EXHIBIT C NOTICE OF REMOVAL OF ATTACHMENTS 19

EXHIBIT D DESCRIPTION AND PARAMETERS OF CITY'S ATTACHMENTS 20

EXHIBIT E CITY COMMUNICATION ANTENNA SCHEMATIC 24

m-5

POLE ATTACHMENT AGREEMENT FOR MISCELLANEOUS ATTACHMENTS

This Agreement is effective on the 30th day of _____, 2007, and is made between GTE Southwest Incorporated d/b/a Verizon Southwest, a Delaware corporation, having its principal place of business in Irving, Texas ("Verizon"), and City of Plano, Texas, a municipal corporation and body politic situated in Collin County, Texas ("City").

WITNESSETH

WHEREAS, City, for its own use, desires to place and maintain certain wireless antenna attachments on Verizon's poles; and

WHEREAS, Verizon is willing to permit, to the extent it may lawfully do so, the City's placement of certain attachments on Verizon's poles subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of mutual covenants, terms, and conditions in this Agreement, the parties agree as follows:

1. Definitions

1.1 Annual Pole Attachment Fee - A specified fee to be charged by Verizon and paid by City for City's pole attachment licenses each calendar year.

1.2 Business Day – A calendar day other than a Saturday, Sunday, or Federal holiday.

1.3 City's Attachments - Any article or device that (1) is for the City's sole use, (2) requires a physical connection to or support by Verizon's pole, (3) is limited to wireless antennas as described in Exhibit D, and (4) excludes copper or fiber optic cables or wires for any type of communication, data transfer, or signaling.

1.4 Make-Ready Work - All work, including rearrangement or transfer of Verizon's facilities, replacement of facilities and any other changes required to accommodate City's Attachment to a pole.

1.5 Periodic Inspection - Inspections conducted at unscheduled intervals on portions of City's Attachments, to determine that City's Attachments are authorized and that City's Attachments are maintained in conformance with the required standards.

1.6 Post-Construction Inspection - The work operations and functions performed to measure or visually observe City's Attachments, during or shortly after completion of the construction of the facilities, to determine that all attachments have been authorized and construction conforms to the standards required by this Agreement.

1.7 Pre-Construction Survey - The work operations and functions performed to process an application for City's Attachments. Elements of the Pre-Construction Survey include: 1) field inspection of the existing facilities, and 2). administrative effort required to process the application.

1.8 Subsequent Inspections - Inspections performed to confirm the correction of nonconformance to specification that are observed during Post-Construction or Periodic Inspections.

M-6

2. Scope of Agreement

2.1 Verizon will issue to City for any lawful purpose, revocable, nonexclusive licenses authorizing City's Attachments.

2.2 This Agreement entitles City to attach to Verizon's poles only the attachments described in Exhibit D, and only to Verizon's poles in City of Plano, Collin County, Texas. Other attachments by City constitute a violation of this Agreement.

2.3 Nothing in this Agreement will be construed as a grant of any exclusive license, right, or privilege to City. Verizon will have the right to grant, renew, and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles or anchors covered by this Agreement.

3. Annual Pole Attachment Fee and Other Fees

3.1 A rental year will be a calendar year from January 1 to the succeeding December 31. Any pole that City occupies or has approval to occupy during any portion of a rental year will be considered to have been occupied during the entire year. Verizon will send City an invoice for annual rents for the number of poles with applications approved and conditionally approved as of December 31 of the preceding year. City will pay Verizon an annual rent at the per pole rates set forth in Exhibit A.

3.2 City must pay Verizon the fees and charges set forth in attached Exhibit A.

4. Term of Agreement

Unless cancelled or terminated earlier in accordance with the terms of this Agreement, this Agreement will continue in effect from its effective date until three (3) months after written notice of termination is given by either party.

5. Compliance with Applicable Law

The parties will at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties under this Agreement, so long as the laws, ordinances, or regulations remain in effect. City agrees to indemnify and hold harmless Verizon for, from, and against and to defend Verizon against, any loss or damage sustained because of City's noncompliance with this Agreement. Notwithstanding the above, the City does not waive any rights, defenses or immunities provided to it by the Texas Tort Claims Act.

6. Rights in Verizon's Poles

No use of a Verizon pole, however extended, or payment of any fee or charge required under this Agreement will create or vest in City any ownership or property right in a pole.

7. Requirement to Construct and Maintain a Utility Pole

7.1 Nothing contained in this Agreement will be construed to compel Verizon to construct, reconstruct, retain, extend, repair, place, replace, or maintain any Verizon pole not needed for Verizon's own service requirements.

7.2 Verizon reserves the right to refuse to replace poles in excess of 55 feet. Existing poles will be considered for replacement up to this limit at City's

m-7

expense. Space for antenna attachments is allocated on a first-come, first-served basis.

7.3 Verizon will not place an additional pole for the exclusive use by City for its attachments. If City requires an additional pole, it should obtain the necessary approval and arrange for the placement by a person or entity other than Verizon.

8. Abandonment

Nothing in this Agreement will prevent or be construed to prevent Verizon from abandoning, selling, assigning, or otherwise disposing of any poles or other Verizon property used for City's Attachments; provided that Verizon conditions any sale, assignment or other disposition subject to the rights granted to City under this Agreement. Verizon will promptly notify City of any proposed sale, assignment, or other disposition of any poles or other Verizon property used for City's Attachments.

9. Other Agreements

Nothing contained in this Agreement will be construed as a limitation, restriction, or prohibition against Verizon with respect to any agreement or arrangement which Verizon has entered into, or may in the future enter into, with others not covered by this Agreement, except that authorizations for attachments existing at the time of the future agreements or arrangements will not be diminished. The City's rights will at all times be subject to existing and future agreements and arrangements. Verizon, in negotiating and entering into any agreement or arrangement, will give due and reasonable regard to City's potential future interest in City accommodation to a Verizon's pole to be covered by the future agreement or arrangement.

10. Assignment of Rights

10.1 City will not assign or transfer any license or any authorization granted under this Agreement, and the licenses and authorizations will not inure to the benefit of City's successors or assigns, without the prior written consent of Verizon, which will be in the form of an assignment agreement satisfactory to Verizon. Verizon will not unreasonably withhold, condition, or delay the consent.

10.2 If Verizon grants consent, then the provisions of this Agreement will apply to and bind the successors and assigns of City. City may, however, assign this Agreement without Verizon's consent to an entity controlling, controlled by, or under common control with City or to an entity acquiring fifty-one percent (51%) or more of City's stock or assets provided that any assignment will be subject to the assignee's being capable of assuming all of the City's obligations under this Agreement. Any assignment will impose no obligations upon or be effective against Verizon, and Verizon will have no liability to any assignee of the assignment, until Verizon has received prior notice of the assignment. City may also assign this Agreement, without Verizon's consent and without prior notice to Verizon, to an institutional mortgagee or lender providing financing to City with respect to City's Attachments if the institutional mortgagee or lender exercises its foreclosure right against City and operates City's Attachments on the right-of-way; provided the institutional mortgagee or lender is capable of assuming all of the obligations of City under this Agreement and further provided that the assignment will not be effective against Verizon unless and until written notice of the assignment and exercise of rights is provided to Verizon. Despite anything in this Agreement to the contrary, City will not be relieved of any of its obligations under this Agreement without Verizon's prior written consent.

m-8

10.3 All notice of the assignments will include any change to the notice address provided in this Agreement. Within thirty (30) days of the assignment, Verizon and assignee will execute an assignment agreement.

11. Permits and Consents

City must certify that it has obtained from the appropriate public or private authority any required authorization to construct, operate, or maintain City's Attachments on public and private property at the location of Verizon's poles. City must obtain permission from all other joint users and licensees on the pole before making any attachment to a Verizon pole. This is important because the City's Attachment may be located in another entity's space at the top of the pole or impact another entity's attachments on the pole. This permission will be in the form of a license or other written document.

12. Limitation of Rights

12.1 City acknowledges that Verizon is not required to maintain its pole for the sole purpose of supporting City's Attachment and upon termination of the attachment rights provided under this Agreement, or if any part or all of Verizon's pole plant devoted to any attachment authorized under this Agreement should be ordered removed or relocated, or the right to maintain the pole is terminated by appropriate governmental or agency authority, or Court having jurisdiction over the poles then the attachment rights created under this Agreement will terminate at the sole option of Verizon, and if terminated, City must promptly remove the attachment at City's sole expense. City acknowledges that Verizon cannot and does not guarantee that the attachments will remain on the poles. Verizon will provide notice if a pole is removed, replaced or relocated. Substitute attachment may be placed on replacement pole only upon application and approval by Verizon.

12.2 Verizon may remove any City attachment without notice if in Verizon's judgment, City's Attachments interfere with the safe operation, maintenance, or construction of its plant.

12.3 Verizon may require City to move, rearrange, relocate, or remove any City attachment, at City's expense, if required due to Verizon's needs for operation, maintenance, or construction or for the attachment by another joint user or licensee.

13. Notices

13.1 Except as otherwise provided in this Agreement, notices given by City or Verizon under this Agreement:

13.1.1 will be in writing;

13.1.2 will be delivered (a) personally; (b) by express delivery service with next Business Day delivery; (c) by First Class, certified, or registered U.S. mail, postage prepaid; or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b), or (c), preceding; and

13.1.3 will be delivered to the following addresses:

To City:

City of Plano
ATTN: Michael K. Branch
P.O. Box 860358
1117 E. 15th Street
Plano, Texas 75074
mikeb@plano.gov

To Verizon:

Verizon Southwest
ATTN: Joint Use Administrator – TXG84LWV
2094 McGee Lane
Lewisville, Texas 75077
texas.joint.use@core.verizon.com

or to another address as either City or Verizon designates by proper notice.

13.2 Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt; (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent; (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing; (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt; and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 p.m. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 p.m. in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

PROCEDURE

14. Initial Application

Before connecting a City Attachment to a Verizon pole, City must (1) pay the Annual Pole Attachment Fee in Exhibit A, (2) send Verizon a written application using the form attached as Exhibit B, (3) send Verizon a detailed description and parameters of the proposed attachments as described in Exhibit D, and (4) supply to Verizon a completed City Communication Antenna Schematic form using the form attached as Exhibit E.

15. Authorization

Verizon will review the application and perform Pre-Construction Surveys, as necessary, to verify the application's accuracy. Verizon will use the form attached as Exhibit B to approve, conditionally approve, or deny the City's application. City is entitled to connect a City Attachment to a Verizon pole according to the terms and conditions specified in an application that is approved or conditionally approved. Additionally, all materials used and the method of construction of the proposed attachments must be approved by Verizon.

m-10

SPECIFICATIONS

16. Conformance to Codes

16.1 City must preserve pole climbing space and its equipment must be placed and maintained in accordance with the requirements and specifications of the latest editions of the "Blue Book – Manual of Construction Procedures" (Blue Book) published by Telcordia Technologies Inc.; the "National Electrical Code" (NEC) published by the National Fire Protection Association, Inc.; the "National Electrical Safety Code" (NESC) published by the Institute of Electrical and Electronics Engineers, Inc.; and the rules and regulations of the U.S. Department of Labor issued under the "Federal Occupational Safety and Health Act of 1970" as amended (OSHA) or any other governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent will apply.

16.2 City must provide Verizon with documentation that specifies the minimum clearances that must be maintained between a worker and its antenna to comply with the FCC's Maximum Permissible Exposures (MPE) requirements. At a minimum, all antennas must be placed at a distance from telecommunications cables and terminals consistent with the general public uncontrolled exposure MPE limits specified in OET Bulletin 65. City's antenna equipment also must not obstruct a technician's access to his company's facilities. Verizon reserves the right to require City to turn power down as required to meet OSHA Occupational MPE standards, or to deactivate antennas in emergency situations while any technicians are performing work on the pole. City must place the appropriate Radio Frequency (RF) signage at the pole location and include the safe working distance that must be maintained from the antenna.

17. Radio Access Node Cabinet

City must place the Radio Access Node (RAN) Cabinet (1) on the pole a minimum of 31 inches below the bottom communications attachment on a bracket that allows a minimum of 3 inches clearance between the pole and RAN cabinet and the minimum ground clearance of the RAN cabinet and associated power equipment based on NESC rules, or (2) on a pad near the pole if City obtains from the property owner the necessary permission required for a ground mount fixture.

18. Bonding and Grounding

City must bond the antenna mounting hardware to Telco strand using #6 solid copper wire. City must attach the #6 solid copper wire to the Telco strands and connect it 12 inches below the bottom Telco cable to the vertical ground using approved connecting hardware. If there is no vertical ground conductor at the pole, City must place a #6 solid copper wire from the antenna mounting hardware down the pole to a ground rod.

19. Antenna Conductors

City must cover the antenna coaxial conductor and vertical ground conductor at the pole for physical protection as may be required by joint use agreement or any other governing authority having jurisdiction over the subject matter.

20. Tagging

City must provide identification apparatus tag on its communication antenna equipment. The tag must include a 7x24 hour contact telephone number and designate the minimum

clearance that must be maintained between the antenna equipment and a technician working at the pole in accordance with MPE referenced in FCC, Office of Engineering and Technology Bulletin 65 (OET Bulletin 65). A technician may utilize this contact information to facilitate deactivation or power reduction of the antenna in emergency situations or where the technician needs to perform work at the pole that will position him inside the minimum clearance zone identified on City's antenna tag where RF exceeds MPE limits. Verizon is entitled to presume a transmitter duty factor of 1 (one) unless otherwise specified.

21. Antenna Deactivation

If a technician will be working inside the minimum clearance zone area that is specified on the tagged antenna where RF exceeds MPE limits for general population uncontrolled exposure levels:

Step 1: Verizon will call City's Network Operation Center (NOC) to deactivate antenna transmitter.

Step 2: Verizon employee or contractor will perform emergency or unscheduled aerial work.

Step 3: If work cannot be completed during the shift and will require a return visit the next day, Verizon will contact City's NOC to notify City that work has ended for that day. Prior to beginning work the next day, Verizon will contact City's NOC to deactivate antenna transmitter.

Step 4: Verizon will contact City's NOC upon completing the aerial work.

22. Removal of Hazards

If any part of a City's Attachment poses an immediate threat to the safety of Verizon's employees or any other person, interfere with the performance of Verizon's service obligations, or pose an immediate threat to the physical integrity of the pole plant, Verizon may perform any work or take any action that Verizon deems necessary to eliminate the conditions, at City's expense and without prior notice to City.

23. City's Employees and Agents

City must use only trained, qualified employees, contractors, agents, or other representatives of City to place, maintain, remove, relocate, or construct its facilities on Verizon's poles or otherwise climb or work near a Verizon pole for any reason.

INSPECTIONS

24. Pre-Construction Surveys

24.1 Verizon, with participation by City and other joint users or licensees, will conduct a Pre-Construction Survey for each pole for which City requests attachment to determine the adequacy of the pole to accommodate City's Attachments.

24.2 Poles must be clear of other attachments such as existing risers, underground dips for future risers, or other equipment including cross-connecting terminals, distribution terminals, load coil cases, apparatus cases, air dryers, CATV amplifiers or power supplies and any other equipment of significant size that is

m-12

either pole or strand mounted. Verizon may allow City to place antenna attachments on poles with existing distribution terminals where Verizon determines, by a field survey, that placement of the proposed attachment will not impede access to existing pole facilities belonging to Verizon or other joint users, licensees, or attachees.

25. Post Construction, Subsequent and Periodic Inspections

25.1 Verizon reserves the right to make Post-Construction Inspections, Subsequent Inspections, and Periodic Inspections of any part or all of City's Attachments.

25.2 Verizon's making of Post-Construction Inspections, Subsequent Inspections, or Periodic Inspections or the failure to do so will not relieve City of any responsibility, obligation, or liability under this Agreement.

25.3 Verizon reserves the right to make Periodic Inspections of all or any part of City's Attachments on Verizon's poles. If in Verizon's judgment any inspection is required for reasons involving safety or because of an alleged violation of the terms of this Agreement by City, the inspection may be made without notice and may include all of City's Attachments.

UNAUTHORIZED ATTACHMENTS

26. Unauthorized Attachments

26.1 If a City Attachment is found attached to a Verizon pole for which authorization has not been granted by Verizon, Verizon, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, may impose an unauthorized attachment fee, and City must pay the fee within 30 days. Also, within ten (10) days after receipt of written notification from Verizon of an unauthorized attachment, City must submit in writing, a pole attachment application. If the application is not received by Verizon within the specified time period, City will be required to remove its unauthorized attachment within ten (10) days of the final date for submitting the required application, or Verizon may remove City's Attachments without liability, and at City's sole expense.

26.2 City will be subject to all liabilities, obligations, and responsibilities of this Agreement in regard to the unauthorized attachment from its inception. No act or failure to act by Verizon with regard to an unauthorized attachment will be considered as authorizing the attachment; and, if any authorization should be subsequently issued, the authorization will not operate retroactively or constitute a waiver by Verizon of any of its rights or privileges under this Agreement, or otherwise.

INSURANCE, INDEMNIFICATION AND LIABILITY

27. Insurance

27.1 City will secure and maintain (and ensure its subcontractors, if any, secure and maintain all insurance or bonds required by law or this Agreement including without limitation:

27.1.1 Commercial General Liability Insurance (including, but not limited to, premises-operations; explosion, collapse and underground hazard;

completed operations; contractual liability; independent contractors; personal injury) with limits of at least $2,000,000 combined single limit for bodily injury and property damage each occurrence and $2,000,000 general aggregate.

27.1.2 Commercial Automobile Liability insurance with limits of at least $2,000,000 combined single limit for bodily injury and property damage each accident. Notwithstanding, if City does not own or operate any vehicles or automobiles associated with City's business or associated with the work related to this Agreement, then City must only provide satisfactory evidence that its subcontractor have purchased and maintained Commercial Automobile Liability insurance in the amount.

27.1.3 Workers' Compensation insurance as required by statute and Employer's Liability insurance with limits of not less than $1,000,000 each accident/disease/policy limit.

27.2 The above limits may be satisfied by a combination of underlying/primary and excess/umbrella insurance. All policies provided by City will be deemed primary and non-contributory to all other applicable coverages. City will waive its right of subrogation for all insurance claims. The Commercial General Liability and Commercial Auto Liability policies must name Verizon, Inc., Verizon Southwest, and all its subsidiaries and affiliates as additional insured's. City's insurance companies must be authorized or permitted to do business in the applicable state and must meet or exceed an A.M. Best rating of A-X or its equivalent.

27.3 All insurance must be in effect before Verizon will authorize City to make attachment to Verizon's pole and will remain in force until the Attachments have been removed from all the poles. For all insurance, City must deliver an industry-recognized certificate of insurance evidencing the amount and nature of the coverage, the expiration date of the policy and the waiver of subrogation and stating that the policy of insurance issued to City will not be cancelled or changed without thirty (30) days written notice to Verizon. Also, the certificate of insurance will evidence the name of Verizon as an additional insured as respects the commercial general liability and automobile liability policies. City will submit the certificates of insurance annually to Verizon as evidence that it has maintained all required insurance.

City is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages will not constitute limitations upon City's liability.

28. Indemnification

28.1 Verizon reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in the manner as will best enable it to fulfill its own service requirements. Verizon will not be liable to City for any interruption of City's service nor for interference with the operation of City's communications services arising in any manner, except from Verizon's sole negligence, out of the use of Verizon's poles.

28.2 Verizon will exercise reasonable care to avoid damaging the facilities of City attached to poles under this Agreement, and will make an immediate report to City of the occurrence of any damage caused by Verizon's employees, agents, or contractors. Verizon agrees to reimburse City for all reasonable costs incurred

m-14

by City for the physical repair of damage to the City's Attachments proximately caused by the negligence of Verizon; however, Verizon will not be liable to City for any loss of City's revenue or profits resulting from any interruption of City's service caused by the damage or interference with the operation of City's Attachments caused by the damage.

28.3 City will exercise reasonable care to avoid damaging the facilities of Verizon and of others attached to Poles and will make an immediate report of damage to the owner of facilities so damaged. City assumes all responsibility for any and all direct loss from damage caused by City's employees, agents or contractors; however, City will not be liable to Verizon for any loss of Verizon's revenue or profits resulting from any interruption of Verizon's service caused by the damage or interference with the operation of Verizon's facilities caused by the damage.

28.4 City will indemnify, protect and save harmless Verizon from and against any and all claims, demands, causes of actions and costs, including attorneys' fees, for damages to property and injury or death to City's employees or other persons, including but not limited to, payments under any Workers Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of City's Attachments or by their proximity to the facilities of all parties attached to Verizon's poles, or by any act or omission of City's employees, agents, or contractors on or in the vicinity of Verizon's poles . These indemnity, hold harmless and defense provisions will not apply in the case of claims that solely arise from the negligence, misconduct, or other fault of Verizon. It will apply, however, if a claim is the result of the joint negligence, joint misconduct, or joint fault of City and Verizon, but the amount of the claim for which Verizon is entitled to indemnification will be limited to that portion of the claim attributable to the negligence, misconduct, or other fault of City. Notwithstanding the above, the City does not waive any rights, defenses or immunities provided to it by the Texas Tort Claims Act.

28.5 City will indemnify, protect and save harmless Verizon from any and all claims, demands, causes of action, and costs, including attorneys' fees, which arise directly or indirectly from the construction, attachment, or operation of City's Attachments on Verizon's poles, including but not limited to damages, costs, and expense of relocating poles due to the loss of right-of-way or property owner consents, taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of City's Attachments in combination with poles or otherwise. The foregoing indemnity will not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of Verizon. It will apply, however, if a claim is the result of the joint negligence, joint misconduct, or joint fault of City and Verizon, but the amount of the claim for which Verizon is entitled to indemnification will be limited to that portion of the claim attributable to the negligence, misconduct, or other fault of City. Notwithstanding the above, the City does not waive any rights, defenses or immunities provided to it by the Texas Tort Claims Act.

28.6 Verizon and City will promptly advise each other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use, or removal of facilities governed by this Agreement. Copies of all accident reports

and statements made to Verizon's or City's insurer by the other or another affected entity will be furnished promptly to Verizon or City.

28.7 Unless expressly provided otherwise in this Agreement, neither Verizon nor City will be liable to the other for any special, consequential, or other indirect damages arising under this Agreement.

28.8 The provisions of this Article will survive the expiration or earlier termination of this Agreement or any license issued there under.

TERMINATION OF AUTHORIZATION

29. Termination of Authorization

29.1 In addition to rights of termination provided to Verizon under other provisions of this Agreement, Verizon will have the right to terminate Verizon's pole attachment authorizations and rights granted under provisions of this Agreement where City:

29.1.1 Maintains or uses its attachments in violation of any law or in aid of any unlawful act or undertaking;

29.1.2 Ceases to have authority to construct attachments on public or private property at the location of the particular pole covered by the authorization;

29.1.3 Fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations under this Agreement;

29.1.4 Attaches to a Verizon's pole without having first been issued authorization;

29.1.5 Subject to provisions specified in the scope of the agreement, ceases to provide its services;

29.1.6 Allows use of its attachments by others not a party to this Agreement unless under provision of Article 10; or

29.1.7 City sublets or apportions part of the licensed pole attachment to an entity not a party to this Agreement unless under Article 10 Assignment.

29.2 Verizon will promptly notify City in writing of any instances cited in Subparagraph 29.1. City will take corrective action as necessary to eliminate the non-compliance and will confirm in writing to Verizon within thirty (30) days following the written notice that the non-compliance has ceased or been corrected. If City fails to discontinue or correct the non-compliance and fails to give the required written confirmation to Verizon within the 30 days, Verizon may terminate the attachment authorizations granted under this Agreement for Verizon's poles as to which the non-compliance occurred.

29.3 Pole attachment authorizations and rights as granted under provisions of this Agreement may be immediately terminated by Verizon if:

29.3.1 City's insurance carrier notifies Verizon that the policy or policies of insurance as required in Article 27 will be or have been cancelled or amended so that those requirements will no longer be satisfied.

m-16

29.3.2 City fails to pay any sum due or to deposit any sum required under this Agreement.

29.3.3 Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of City's Attachments on a Verizon's pole is denied, revoked, or cancelled.

29.4 City may at any time remove its facilities from a pole after first giving Verizon written notice, using the form attached as Exhibit C of City's intention to remove its facilities.

29.5 If any of City's authorizations under this Agreement are terminated, City must remove its attachments from the poles within thirty (30) days of the effective date of the termination. However, City will be liable for and must pay all fees and charges under provisions of this Agreement to Verizon until City's Attachments are actually removed from Verizon's poles. If City fails to remove its attachments within the specified period, Verizon will have the right to remove the attachments at City's expense and without any liability to Verizon for damage or injury to the attachments.

29.6 When City's Attachments are removed from a Verizon pole, no attachment to the Verizon pole or anchor may be made until City has first complied with all of the provisions of this Agreement as though no pole attachment had been previously made and all outstanding charges due to Verizon for the pole attachment have been paid in full.

GENERAL PROVISIONS

30. General Provisions

30.1 **Headings**. All headings are for reference purposes only and must not affect the interpretation of this Agreement.

30.2 **Entire Agreement; Modification**. This Agreement contains all the terms and conditions agreed on by the parties and replaces any prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement (including any Exhibit) can be modified or changed only by a written instrument signed by authorized representatives of both parties.

30.3 **Force Majeure.** Despite anything to the contrary in this Agreement, neither party will be liable or in default for any delay or failure of performance resulting directly from anything beyond the control of the nonperforming party, such as (1) acts of God, (2) acts of civil or military authority, (3) acts of a public enemy, (4) war, (5) hurricanes, tornadoes, storms, earthquakes, or floods, (6) fires or explosions, (7) power failure, (8) governmental regulation, or (9) strikes, lockouts, or other work interruptions.

30.4 **Severability.** If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force.

30.5 **Waiver.** A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

30.6 **Survival.** A party's indemnification, payment, and confidentiality obligations to the other party and all other provisions with survival language will survive this Agreement's termination.

30.7 **Choice of Law.** This Agreement is governed by and must be interpreted under Texas law, without regard to its choice-of-law provisions.

30.8 **Venue.** The parties consent to the jurisdiction of the state or federal courts in Texas for any legal proceeding under this Agreement.

30.9 **Preservation of Remedies.** The rights and remedies in this Agreement are cumulative and are not exclusive of any rights or remedies that a party may otherwise have at law or in equity.

30.10 **No Third Party Beneficiaries.** Nothing in this Agreement will be construed to give any person, other than the parties, any legal or equitable right, remedy, or claim.

30.11 **Announcements.** A party must not make any public announcement or press release about this Agreement without the other party's written approval.

30.12 **Headings.** All headings are for reference purposes only and must not affect the interpretation of this Agreement.

30.13 **Exhibits.** All exhibits are incorporated into this Agreement.

30.14 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is considered an original.

The parties have executed this Agreement in duplicate by their authorized representatives.

City of Plano	Verizon Southwest
By: _____	By: _____
Printed: _____	Printed: Laurie Saunders
Title: _____	Title: Manager Network Engineering
Date: _____	Date: _____

M-18

RATES AND CHARGES

1. **Annual Pole Attachment Fee ***

2007	$24.00	Per Pole
2008	$25.00	Per Pole
2009	$26.00	Per Pole
2010	$27.00	Per Pole
2011	$28.00	Per Pole
2012	$29.00	Per Pole
2013	$30.00	Per Pole

2014 – 2021 fee schedule to be sent to City November 30, 2013

* The total amount for the Annual Pole Attachment Fee in each year will be a minimum of $250.00.

2. **Administrative Fee**

There will be an administrative fee of $500.00 for the execution of this Agreement.

3. **Charges for Make-Ready Work**

All costs to Verizon associated with any Make-Ready Work initiated by City's request for pole attachments will be borne by City. These charges will be billed to and paid for by City prior to the start of any Make-Ready Work by Verizon.

4. **Unauthorized Attachment Fee**

City will pay to Verizon five (5) times the current rate for each unauthorized attachment.

PAR
POLE ATTACHMENT REQUEST

VERIZON SOUTHWEST
REQUEST #

ATTACHING TO VERIZON POLES
NUMBER OF VERIZON POLES
CENTRAL OFFICE
VERIZON RECORD PAGES

REQUEST

In accordance with the terms of the Pole Miscellaneous Attachment Licensing Agreement between GTE Southwest Incorporated d/b/a VERIZON SOUTHWEST ("VERIZON") and City of Plano ("City"), dated , 2007,governing the terms and conditions of use of VERIZON's___ poles, City hereby requests permission to place and maintain certain equipment upon company owned telephone poles in and near to_____ _____(general location), more specifically described and delineated on the sketch and diagram attached and made a part of this Agreement ("Sketch and Diagram"). Sketch and Diagram to include data as to pole location, numbers, ground clearance, power clearance, location of existing facilities, separation of existing facilities, street names, kind of equipment, wind loading information, type and class of poles, and other information to sufficiently describe existing and proposed equipment location on each pole.

Dated:_____,200_____

_____
(City)

By:_____
(Authorized Signature on behalf of City)

_____
(Typed or Printed)

M-20

PAR
POLE ATTACHMENT REQUEST

PERMIT

VERIZON hereby permits City to place the described equipment on the identified poles, or within identified conduit all as set forth in the Sketch and Diagram, subject to the terms and conditions of the Agreement and subject to receipt of City's authorization to make, at City's sole risk and expense, the changes and rearrangements detailed on the Sketch and Diagram, estimated to cost $_____. This permit is fully subject to all terms and conditions of the Agreement, including the provisions requiring City to vacate, remove, transfer or replace any facilities at City's sole risk and expense the described Attachments or occupancy from VERIZON's space on all poles within _____days following written notice from VERIZON. Installation of the equipment on the pole will begin within_____ days and be completed within _ _____ days from the date of this Agreement, failing to begin and complete as prescribed will automatically revoke permission to place or attach facilities. City agrees to place markers upon its facilities in a manner that will clearly identify and delineate its facilities from all other facilities:

(accepted) (rejected)

VERIZON SOUTHWEST _____

By:_____
(Signature)

_____
(Typed or Printed)
Dated_____, 200_____

_____
(Third Party Contractor)

_____
(Design Engineer)

_____
(Typed or Printed)
Dated: _____, 200

WORK ORDER_____

AUTHORIZATION

City agrees to the above terms and City authorizes VERIZON to make the above mentioned charges and rearrangements at City's sole risk and expense.

Dated_____, 200_____.

By:_____
(City Authorized Signature)

_____
(Typed or Printed)

Perpetual Inventory of Poles

Balance _____
Added _____
New Balance _____

Perpetual Inventory of Conduit per Linear Foot

Balance _____
Added _____
New Balance _____

m-21

NOTICE OF REMOVAL FORM
(PAR/COR)

VERIZON SOUTHWEST
REQUEST #

_____
REMOVAL FROM VERIZON POLES
NUMBER OF VERIZON POLES
CENTRAL OFFICE
VERIZON RECORD PAGE

NOTICE

In accordance with the terms of the Pole Attachment Agreement for Miscellaneous Attachments ("Agreement[s]") between GTE Southwest Incorporated d/b/a VERIZON SOUTHWEST ("VERIZON") and City of Plano ("City"), dated , 2007 governing the terms and conditions of use of VERIZON's poles and conduit, City hereby notifies VERIZON that on _____, 200___ City removed certain equipment upon poles or in conduit in and near to (general location), more specifically described and delineated on the sketch and diagram attached and made a part of this Agreement ("Sketch and Diagram"). Sketch and Diagram to include data as to pole location, numbers, street names, kind of equipment, type and class of poles, and other information to sufficiently describe location of each pole or conduit.

Dated: _____, 2000

_____
(City)

By:_____
(Authorized Signature on behalf of City)

_____
(Typed or Printed)

REMOVAL VERIFIED

Dated_____, 200_____VERIZON_____

By: _____
(Authorized Signature)

_____
(Typed or Printed)

Perpetual Inventory of Poles
Linear Foot

Balance _____
Removed _____
New Balance _____

Perpetual Inventory of Conduit per

Balance _____
Removed _____
New Balance _____

m-22

MWR7300

Mesh Wireless Router • for MOTOMESH

The MWR7300 extends coverage and connectivity in a MOTOMESH network by meshing access points and users together.

Motorola, Inc. P.O. Box 948133 • Maitland, Florida 32794-8133 U.S.A.
www.motorola.com/mesh • 407-659-5300 • Fax 407-659-5301
MOTOMESH, Mesh Enabled Architecture, MEA, MeshManager, MeshTray and Multi-Hopping are trademarks or registered trademarks of Motorola, Inc. MOTOROLA and the Stylized M Logo are registered in the U.S. Patent and Trademark Office. All other product or service names are the property of their registered owners. © Motorola, Inc. 2005

MOTOMESH Additional Network Features

- Advanced Encryption Standard (AES) Support for Wi-Fi Clients
- Layer 2 Multicast Support
- Network Time Protocol (NTP) support
- Differentiated Services using IP Quality of Service (QoS) Support
- Over-the-Air Software Upgrade Support
- MAC Access Control lists
- Web (HTTP) based management interface
- SNMP agent for remote management
- Telnet interface with command-line management
- Firmware Upgrades via Trivial File Transfer Protocol (TFTP)

M-23

MWR 7 3 0 0 R A D I O C H A R AC T E R I ST I C S

	2.4 GHz 802.11 b/g	2.4 GHz MEA	4.9 GHz 802.11	4.9 GHz MEA
Output Power	21 dBm	24 dBm	24 dBm	24 dBm
RF Modulation	CCK/OFDM	QDMA OFDM	QDMA OFDM	QDMA
Operating Frequency (GHz)	2.4 - 2.4835	2.4 - 2.4835	4.94 - 4.99	4.94 - 4.99
Maximum Burst Data Rate	54 Mbps	6 Mbps	18 Mbps	6 Mbps
Spectrum Used	20MHz	60MHz	10MHz	20MHz
Antenna Type	Omni, 8 dBi	Omni, 8 dBi	Omni, 11 dBi	Omni, 11 dBi
Antenna Connector	N-Type	N-Type	N-Type	N-Type
Default System Configuration	Standard Software Key	Software Key	Software Key	Software Key

N E TWO R K

Network Management Software MeshManager via SNMP
Network Interface 2 port 10/100 Mbps Ethernet, ruggedized RJ-45 connector with surge suppression

S E C U R I TY

Virtual Private Network (VPN) Support for FIPS-140-2 compliant encryption (Padcom, RadioIP and NetMotion)
Encryption Support AES, WEP and WPA (802.11 b/g only)
Authentication **MEA:** 802.1X (Infrastructure/Client and Client/Client)
802.11: 802.1X (Infrastructure/Client)

P OWE R

Power Requirements 90-264VAC, 47-63Hz single phase
Power Connector AC, NEMA 5-15 power cord • 6 ft (1.83m)
Power Consumption 30W

P H YS I C A L

Dimensions 7" x 8" x 10" (17.8cm x 20.3cm x 25.4cm)
Weight 12 lbs (5.4kg)
Packaging Outdoor, all-weather enclosure
Mounting 3" (7.62cm) diameter post mounting

E N V I RO NME N TA L

Temperature Range -35 to 55 °C
Humidity 0 to 100%, non-condensing
Certifications FCC Part 15 & 90, UL, CSA

m-24

IAP7300

Intelligent Access Point • for MOTOMESH

Motorola, Inc. P.O. Box 948133 • Maitland, Florida 32794-8133 U.S.A.
www.motorola.com/mesh • 407-659-5300 • Fax 407-659-5301
MOTOMESH, Mesh Enabled Architecture, MEA, MeshManager, MeshTray and Multi-Hopping are trademarks or registered trademarks of Motorola, Inc. MOTOROLA and the Stylized M Logo are registered in the U.S. Patent and Trademark Office. All other product or service names are the property of their registered owners. © Motorola, Inc. 2005

MOTOMESH Additional Network Features

- Advanced Encryption Standard (AES) Support for Wi-Fi Clients
- Layer 2 Multicast Support
- Network Time Protocol (NTP) support
- Differentiated Services using IP Quality of Service (QoS) Support
- Over-the-Air Software Upgrade Support
- MAC Access Control lists
- Web (HTTP) based management interface
- SNMP agent for remote management
- Telnet interface with command-line management
- Firmware Upgrades via Trivial File Transfer Protocol (TFTP)

IAP7300RADIOCHARACTERISTICS

	2.4 GHz 802.11 b/g	**2.4 GHz MEA**	**4.9 GHz 802.11**	**4.9 GHz MEA**
Output Power	21 dBm	24 dBm	24 dBm	24 dBm
RF Modulation	CCK/OFDM	QDMA OFDM	QDMA	
Operating Frequency (GHz)	2.4 - 2.4835	2.4 - 2.4835	4.94 - 4.99	4.94 - 4.99
Maximum Burst Data Rate	54 Mbps	6 Mbps	18 Mbps	6 Mbps
Spectrum Used	20MHz	60MHz	10MHz	20MHz
Antenna Type	Omni, 8 dBi	Omni, 8 dBi	Omni, 11 dBi	Omni, 11 dBi
Antenna Connector	N-Type	N-Type	N-Type	N-Type
Default System Configuration	Standard Software Key	Software Key	Software Key	

M-25

NETWORK
Network Management Software MeshManager via SNMP
Network Interface 2 port 10/100 Mbps Ethernet, ruggedized RJ-45 connector with surge suppression

SECURITY
Virtual Private Network (VPN) Support for FIPS-140-2 compliant encryption (Padcom, RadioIP and NetMotion)
Encryption Support AES, WEP and WPA (802.11 b/g only)
Authentication **MEA:** 802.1X (Infrastructure/Client and Client/Client)
802.11: 802.1X (Infrastructure/Client)

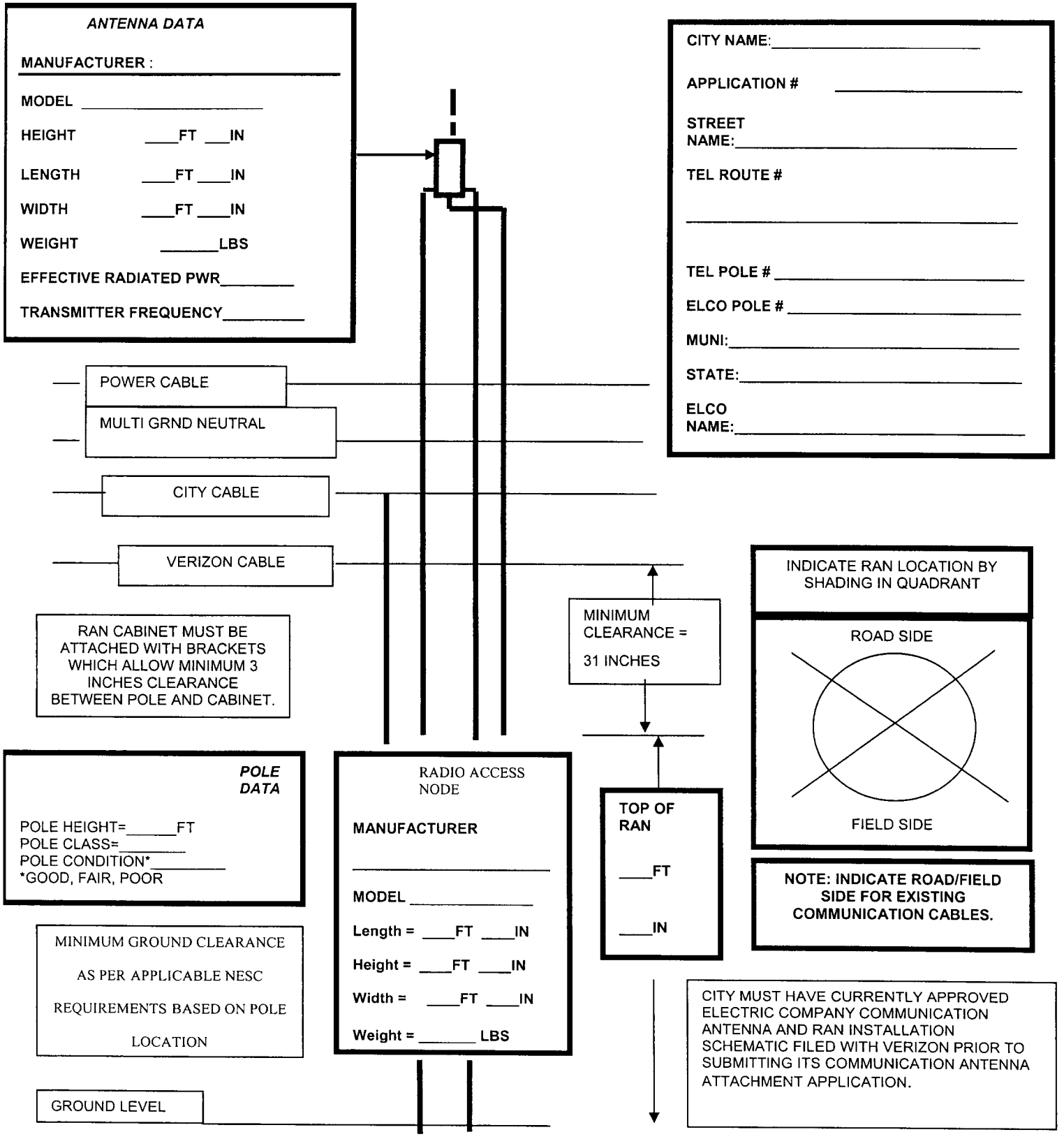
POWER
Power Requirements 90-264VAC, 47-63Hz single phase
Power Connector AC, NEMA 5-15 power cord • 6 ft (1.83m)
Power Consumption 30W

PHYSICAL
Dimensions 7" x 8" x 10" (17.8cm x 20.3cm x 25.4cm)
Weight 12 lbs (5.4kg)
Packaging Outdoor, all-weather enclosure
Mounting 3" (7.62cm) diameter post mounting

ENVIRONMENTAL
Temperature Range -35 to 55 °C
Humidity 0 to 100%, non-condensing
Certifications FCC Part 15 & 90, UL, CSA

M-26

CITY COMMUNICATION ANTENNA SCHEMATIC



m-27

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		12-10-07
Dept Signature:	David Stephens	City Manager		12/10/07
Agenda Coordinator (include phone #):	Amy Powell X7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☒ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

Approval of a Pole Attachment License Agreement by and between the City of Plano and Denton County Electric Cooperative, Inc., d/b/a CoServ Electric, Inc. in the amount not to exceed $25,000 to allow the City of Plano to mount Mesh Network devices to distribute electricity to agreed on CoServ distribution poles for the purpose of Motorola's City Wide Build Out, and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	4,986,466	15,513,534	0	**20,500,000**
Encumbered/Expended Amount	-4,986,466	-3,481,626	0	**-8,468,092**
This Item	0	-25,000	0	**-25,000**
BALANCE	0	**12,006,908**	0	**12,006,908**

FUND(S): TECHNOLOGY IMPROVEMENTS (C.O.'S / TAX NOTES)

COMMENTS: Funds will be provided by the 2008 sale of Certificates of Obligation / Tax Notes. This item, in the amount not to exceed $25,000, will leave a current year allocation of $12,006,908 for the MotoMesh Project.

Strategic Plan Goal: Distribution pole license agreements for the wireless mesh network extension relates to the City's Goal of Service Excellence

SUMMARY OF ITEM

Distribution Pole Attachment License Agreement by and between the City of Plano and Coserv Denton County Electric Company. This agreement will allow the City to mount our Mesh Network devices on agreed to Coserv Distribution poles for the purpose of Motorola's City-wide Build-Out, Phase I. Cost associated with the agreement will be distribution pole electrical connection costs for connecting the electricity to the wireless devices in an amount not to exceed $25,000.

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

Interoffice Memo

Date: 12/04/07

To: David Stephens, Director Technology Services

Cc:
From: Michael K. Branch, Special Projects Manager

RE: Mesh Network - with Denton County Electric Cooperative, Inc., d/b/a CoServ Electric

We are recommending that the attached Pole Attachment License Agreement between the City of Plano and Denton County Electric Cooperative, Inc., d/b/a CoServ Electric be approved and the City Manager be authorized to sign this agreement. This agreement will allow us to mount our Mesh Network devices and provide electricity on agreed to CoServ Distribution Poles for the purpose of Motorola's City-Wide Build out – Phase I. Associated with this license agreement will be the distribution pole electrical connection costs for connecting the electricity to the wireless devices. The Distribution Pole licensing costs for this service is to be a not to exceed amount of $25000.00.

n-2

POLE ATTACHMENT LICENSE AGREEMENT

This POLE ATTACHMENT LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2007 ("Effective Date"), by and between Denton County Electric Cooperative, Inc., d/b/a CoServ Electric ("Licensor") and the City of Plano, Texas ("Licensee"). Licensor and Licensee may be referred to hereafter individually as a "Party" and collectively as the "Parties." The attached Terms and Conditions and all exhibits, riders and other attachments referenced herein are incorporated herein and made a part hereof by this reference.

Notices. The addresses, facsimile numbers and electronic mail addresses of the Parties to which any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other are as follows:

(a) **Licensor**:
Denton County Electric Cooperative, Inc., d/b/a CoServ Electric
7701 S. Stemmons Freeway
Corinth, Texas 76210
Attention: Curtis Trivitt, Senior Vice President – Energy Services
Facsimile: (940) 270-7600
E-mail: ctrivitt@coserv.com

(b) **Licensee**:
_____
_____
_____
Attention: _____
Facsimile: _____
E-mail: _____

Term of Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date and continue until December 31 of the calendar year following the calendar year in which the Effective Date occurs (if not lawfully terminated sooner), and thereafter shall automatically renew for successive one-year periods. Notwithstanding the foregoing, either Party may terminate this Agreement upon not less than ninety (90) days prior written notice of termination. Upon such notice by either Party, both Parties shall continue to perform their respective obligations according to this Agreement until the termination is effective.

Applicable Law. This Agreement is deemed executed in the State of Texas and shall be construed under the laws of the State of Texas, without regard to its conflict of laws principles. Any legal action regarding enforcement of this Agreement shall be commenced and heard in the state courts of Denton County, Texas (as applicable, the "Court"), and the Parties consent and submit to the jurisdiction and exclusive venue of the Court.

Fees

- Application Processing Fee. $25.00 per Application for a Service Drop, and $250.00 per Application for an Attachment other than a Service Drop.
- Pole Attachment License Fee. $13.29 per Attachment per Attached Pole per year.
- Safety Violation Fee. $250.00 per safety violation.
- Unauthorized Attachment Fee. $26.58 per Unauthorized Attachment.
- Amount of the Security Instrument. $--0--(no Security Instrument required).

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date; provided, however, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR:

Denton County Electric Cooperative, Inc.,
d/b/a CoServ Electric

By: _____
(Signature)
Title: _____
Print Name: _____
Date: _____

LICENSEE:

City of Plano, Texas

By: _____
(Signature)
Title: _____
Print Name: _____
Date: _____

n-4

Table of Contents

LICENSE AGREEMENT 1

TERMS AND CONDITIONS 7

1. DEFINITIONS 7

1.1. Application 7
1.2. Application Processing Fee 7
1.3. Attached Pole 7
1.4. Attachment 7
1.5. Authorization 7
1.6. Business Day 7
1.7. Control 7
1.8. Default 7
1.9. Distribution Pole 7
1.10. Drop/Lift Pole 7
1.11. Licensee's Service Area 7
1.12. Licensor Practices 8
1.13. Make Ready Costs 8
1.14. Make Ready Estimate 8
1.15. Make Ready Work 8
1.16. Overlashing 8
1.17. Pole Attachment License Fee 9
1.18. Required Authorizations 8
1.19. Safety Violation Fee 8
1.20. Security Instrument 8
1.21 Services 8
1.22. Service Drop 8
1.23. Term 8
1.24. Tree Trimming 9
1.25. Unauthorized Attachment 9
1.26 Unauthorized Attachment Fee 9

2. PURPOSE 9

3. LICENSOR OBLIGATIONS 9

3.1 Access to Distribution Poles; Easements 9
3.2. Maintenance of Attached Poles 9

4. LICENSEE OBLIGATIONS 9

4.1. Use of Attachments 9
4.2. Licensee Service Area 9
4.3. Compliance with Applicable Rules 10
4.4. Technical Requirements and Specifications 10

n-5

4.5. Assumption of Risk 10
4.6. Safety Precautions 10
4.7. Qualifications of Employees, Agents and Contractors 11
4.8. Identification Markers 11
4.9. Notification of Attachments 11
4.10 Liens 11

5. MUTUAL OBLIGATIONS 11

6. ESTABLISHING ATTACHMENT TO POLES 12

6.1. Pole Attachment Application 12
6.2. Application Processing Fee 12
6.3. Decision Regarding Application 12
6.4. Make Ready Estimate 12
6.5. Tree Trimming 13
6.6. Overlashing 13

7. PAYMENT PROVISIONS 13

7.1. Pole Attachment License Fee 13
7.2. Payment Period 13
7.3. CPI Increases 13
7.4. Security 13

8. INSPECTIONS 13

8.1. Right to Conduct 13
8.2. Safety Violations 14

9. AUDITS 14

9.1. Right to Conduct Audits 14
9.2. Review of Records in Lieu of Audit 14

10. UNAUTHORIZED ATTACHMENTS 14

10.1. Unauthorized Attachment Fee 14
10.2. Licensor Failure to Act 15

11. REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES 15

11.1. Replacement or Relocation of Poles 15
11.2. Replacement and Relocation Costs 15
11.3. Vacating Pole Space 15
11.4. Costs for Installation, Removal and Transfer of Licensee's Attachments 15
11.5. Costs for Rearrangement of Other Facilities 15

12. ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES 15

12.1. Right to Abandon or Remove; Licensee Obligations 15
12.2. Governmental Requirement to Remove 16
12.3. Governmental Requirement to Shorten Pole 16

n-6

12.4. Removal of Attachments 16

13. REPRESENTATIONS, WARRANTIES AND COVENANTS 16

13.1. Common Representations 16
13.2. Required Authorizations 17
13.3. LIMITATIONS ON WARRANTIES 17

14. INDEMNIFICATION 17

14.1. Licensee Indemnification 17
14.2. Licensor Indemnification 17

15. LIMITATIONS ON DAMAGES 17

16. INSURANCE 18

16.1. Insurance Requirement 18
16.2. Certificate of Insurance 18
16.3. Responsibility for Contractors 18
16.4. No Limitation on Indemnities 19

17. DEFAULTS 19

17.1. Licensee Default 19
17.2. Licensee Cure Period 19
17.3. Termination Because of Licensee Default 19
17.4. Reimbursement for Licensor Work 19
17.5. Licensor Default 19
17.6. Attorney Fees and Court Costs 19

18. TERMINATION OF AGREEMENT 19

19. WAIVER OF TERMS OR CONDITIONS 20

20. MODIFICATIONS 20

21. PAYMENT OF TAXES 20

22. NOTICES 19

23. CONFIDENTIALITY 20

24. FORCE MAJEURE 20

25. CONSTRUCTION OF AGREEMENT 21

26. OWNERSHIP RIGHTS 21

n-7

27. THIRD PARTY BENEFICIARIES 21

28. SEVERABILITY 21

29. PRIOR AGREEMENTS SUPERSEDED 21

30. ASSIGNMENT AND TRANSFER 21

31. FACSIMILE AND ELECTRONIC SIGNATURES; COUNTERPARTS 21

EXHIBITS

Exhibit 1.1 (Pole Attachment Application) 23

Exhibit 1.11 (Location of Licensee's Service Area) 25

Exhibit 1.12 (Licensor Rules and Practices for Attachments) 26

Exhibit 1.14 (Make Ready Estimate and Acceptance of Make Ready Estimate) 28

n-8

TERMS AND CONDITIONS

1. DEFINITIONS.

The following definitions shall apply to this Agreement. Capitalized terms not defined in this **Section 1** shall have the meanings otherwise set forth in this Agreement.

1.1. Application. The Pole Attachment Application attached hereto as **Exhibit 1.1** that, except as otherwise provided in **Section 6.1(b)**, must be completed by Licensee and approved by Licensor in writing before Licensee may attach to or make use of any of Licensor's Distribution Poles under this Agreement.

1.2. Application Processing Fee. The fee set forth in this Agreement that Licensee must pay to reimburse Licensor for the administrative and other costs incurred by Licensor in processing Licensee's Application.

1.3. Attached Pole. A Distribution Pole owned or maintained by Licensor that contains at least one attachment by an entity other than Licensor.

1.4. Attachment. Each affixation (including a Service Drop) of Licensee's cables, strands, wires and/or other equipment, property or associated apparatus to Licensor's Distribution Poles. Each cable, strand or wire included in a bundle or overlashed to an existing wire shall constitute a separate Attachment.

1.5. Authorization. Licensor's grant of authority to Licensee to affix Attachments to Licensor's Distribution Poles in accordance with the terms of this Agreement.

1.6. Business Day. All days except Saturday, Sunday and officially recognized Federal legal holidays.

1.7. Control. With respect to any entity, the possession, directly or indirectly, of (a) 50% or more of its ownership interests; or (b) the power to direct or cause the direction of management and policy, whether through the ownership of voting securities, partnership interests, by contract or otherwise.

1.8. Default. When either Party (i) fails to perform any of its covenants or obligations set forth in this Agreement, (ii) makes any representation or warranty in this Agreement that is untrue or incorrect, (iii) files a bankruptcy petition in any bankruptcy court proceeding, or (iv) admits in writing its inability to pay its debts when due or its intention not to comply with any requirement of this Agreement.

1.9. Distribution Pole. A pole bearing electric distribution lines and having a voltage rating of or below 34.5 kV, and all grounding wires and other equipment and apparatus related to such pole.

1.10. Drop/Lift Pole. An ancillary pole necessary to extend service from a Distribution Pole to an individual customer(s).

1.11. Licensee's Service Area. The area in which Licensee does or plans to provide its Services, as shown on **Exhibit 1.11** attached hereto.

1.12. **Licensor Practices.** Licensor's rules and practices for Attachments as set forth in **Exhibit 1.12** attached hereto.

1.13. **Make Ready Costs.** All costs necessary for Licensor to prepare its Distribution Poles for Licensee's Attachments, including the costs of materials, labor, engineering, supervision, overhead, and a share of Tree Trimming costs (as calculated in **Section 6.5**). Costs for engineering include (a) with respect to the Distribution Poles, costs of design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and (b) costs to confirm Licensee's compliance with all applicable requirements in **Section 4.4** hereof. Also included among "Make Ready Costs" are the costs of installing or changing out primary poles, secondary poles and Drop/Lift Poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications of **Section 4.4**.

1.14. **Make Ready Estimate.** The estimate prepared by Licensor for all Make Ready Work, in the form set forth in **Exhibit 1.14**.

1.15. **Make Ready Work.** All work determined by Licensor to be necessary to accommodate Licensor's Distribution Poles for attachment by Licensee.

1.16. **Overlashing.** The practice whereby a service provider physically ties or otherwise attaches new wiring to wiring that already has been affixed to a Distribution Pole.

1.17. **Pole Attachment License Fee.** The fee set forth in this Agreement that Licensee must pay to Licensor in order to affix each Attachment to Licensor's Distribution Poles.

1.18. **Required Authorizations.** All legally required authorizations that Licensee must obtain from federal, state, county or municipal authorities, public or private landowners, or other third parties, to erect, operate and maintain its Attachments, and to provide the Services, including all required franchises, consents, easements, and certificates of convenience and necessity.

1.19. **Safety Violation Fee.** The fee set forth in this Agreement that Licensee must pay to Licensor for each nonconformance under **Section 8.2**.

1.20. **Security Instrument.** A performance bond or its equivalent (*e.g.*, irrevocable letter of credit) to be used by Licensee to guarantee Licensee's payment in full of all Pole Attachment License Fees and other amounts payable to Licensor under this Agreement.

1.21. **Services.** Cable television, telecommunications, Internet, data transmission or other similar services or combination of services provided by Licensee.

1.22. **Service Drop.** The wire (a) used by Licensee to provide Services to a single customer, and (b) extending from Licensee's main distribution cable (as determined in accordance with industry standards) to the point of delivery of the Services to such single customer's service location; provided, however, the term "Service Drop" does not include any such wire that is supported by a messenger cable, strand or wire.

1.23. **Term.** The period during which this Agreement remains in effect.

n-10

1.24. **Tree Trimming.** Any clearing or re-clearing of existing rights-of-way or easements and any tree or brush trimming necessary for the establishment and maintenance of Attachments, as determined by Licensor in its sole judgment.

1.25. **Unauthorized Attachment.** Any affixation of any Licensee facility of any nature to any property of Licensor, including Distribution Poles, which has not been authorized by Licensor as required by this Agreement. Unauthorized Attachments may include facilities affixed to Licensor's property prior to the Effective Date of this Agreement.

1.26. **Unauthorized Attachment Fee.** The fee set forth in this Agreement to be paid by Licensee for each Unauthorized Attachment.

2. PURPOSE

The purpose of this Agreement is to allow Licensee to install and maintain Attachments on Licensor's electric Distribution Poles in Licensee's Service Area for the limited purpose of providing Licensee's Services. Licensor reserves the right to grant similar and other rights to other parties for the use of other portions of Licensor's Distribution Poles.

3. LICENSOR OBLIGATIONS

3.1. **Access to Distribution Poles; Easements.** Each Party shall be responsible for obtaining its own rights-of-way and easements. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-OF-WAY OR EASEMENTS ENTITLE LICENSEE TO ACCESS THE PROPERTY UNDERLYING OR OTHERWISE USE LICENSOR'S DISTRIBUTION POLES. Licensor shall not be liable should Licensee at any time be prevented from placing or maintaining its Attachments on Licensor's Distribution Poles because Licensee failed to obtain appropriate rights-of-way or easements. Licensor may require Licensee to demonstrate that it has secured its own rights-of-way or easements prior to authorizing any Attachments. If such a requirement is imposed, the time for Licensor to respond to Licensee's Application shall be tolled pending Licensee's response. Consistent with the terms and conditions of this Agreement, Licensor shall permit Licensee access to Licensor's Distribution Poles and related overhead and other easements. Further, Licensee's use of the overhead or other easements is contingent on, and may be prevented or otherwise constrained by, the extent to which such use is permissible under applicable contracts and instruments between Licensor and other entities, and under federal, state and local laws and regulations. THIS AGREEMENT APPLIES ONLY TO DISTRIBUTION POLES, AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO ANY TRANSMISSION TOWERS OR OTHER PROPERTY OF LICENSOR.

3.2. **Maintenance of Attached Poles.** At its own expense, Licensor shall maintain the Attached Poles, and replace, reinforce or repair such poles as Licensor becomes aware that they are defective, in Licensor's sole judgment.

4. LICENSEE OBLIGATIONS

4.1. **Use of Attachments.** Licensee shall use the Attachments solely to provide the Services.

4.2. **Licensee Service Area.** Licensee shall identify the Licensee Service Area using **Exhibit 1.11**.

4.3. **Compliance with Applicable Rules.** Licensee shall comply with all federal, state, and local rules, regulations and ordinances and all technical rules and specifications applicable to Licensee's affixation of Attachments to Licensor's Distribution Poles as authorized herein.

4.4. **Technical Requirements and Specifications.**

(a) At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable technical requirements and specifications, including, but not limited to:

(i) requirements and specifications of the National Electrical Safety Code ("NESC"), the National Electrical Code ("NEC"), the Occupational Safety and Health Act ("OSHA") and Rural Utilities Service ("RUS"), and to the extent such requirements or specifications may conflict, then the most stringent of the NESC, NEC, OSHA or RUS requirements and specifications;

(ii) any amendments or revisions of, or successor(s) to, the requirements and specifications of the NESC, NEC, OSHA, and/or RUS;

(iii) the Licensor Practices set forth in **Exhibit 1.12**; and

(iv) any current or future rules or orders of any federal, state or local authority having jurisdiction.

(b) Licensee shall bring into conformity any existing Attachments of Licensee that do not conform to the technical requirements and specifications listed in this section within ten (10) days after written notice thereof from Licensor; provided, however, that if at any time it is determined that any Attachments are in violation of NESC's clearance guidelines, Licensee shall remedy such situation within twenty four (24) hours after notice thereof from Licensor. In the event that Licensee fails to comply with this requirement, Licensor in its sole discretion may elect to bring such Attachments into compliance and Licensee shall reimburse Licensor for all costs related thereto. Failure by Licensor to inspect Licensee's conformance to the technical requirements and specifications listed in this section or to take action on its own to bring such Attachments into compliance shall not cause Licensor to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder.

(c) The Licensor Practices may be amended from time to time by Licensor as necessary in its sole discretion to promote the safe and efficient operation of its electric distribution system, including the Distribution Poles, without resort to the provisions of **Section 20** (Modifications), and Licensee agrees to be bound by any such amendment. In the event that Licensor amends the Licensor Practices set forth in **Exhibit 1.12**, Licensee shall make all required modifications within thirty (30) days after receipt of notice thereof from Licensor.

4.5. **Assumption of Risk.** Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, agents, contractors or subcontractors. Licensee assumes all risks related to the construction, operation and maintenance of its Attachments, except as to those that may be caused by the gross negligence or willful misconduct of Licensor.

4.6. **Safety Precautions.** Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and to avoid interference with Licensor's safe and efficient operation of its electric distribution system. Should any such injury, damage or interference occur despite such steps, Licensee shall

n-12

notify Licensor within ten (10) days of such injury, damage or interference. At Licensor's option, Licensee shall, within ten (10) days after notice from Licensor, either (a) repair such damage and/or resolve such interference, or (b) compensate Licensor for the cost of repairing any such damage and/or resolving such interference, and shall indemnify Licensor as provided in **Section 14.1**.

4.7. Qualifications of Employees, Agents and Contractors. Licensee shall ensure that all employees, agents and contractors of Licensee used to install or maintain the Attachments have been certified or trained by a reputable entity to work in the vicinity of electric Distribution Poles. Licensee shall produce proof of such certification or training upon Licensor's request.

4.8. Identification Markers.

(a) Licensee shall place and maintain permanent identification markers on each of its Attachments prior to affixing it to Licensor's Distribution Poles and at all times during the Term. All identification markers must be located at or near the point where such Attachments are affixed to each Distribution Pole, and must:

(i) be non-metallic;
(ii) be of a distinctive and uniform design;
(iii) include an alphanumeric code as specified by Licensor;
(iv) be legible, clearly visible and recognizable from the ground by a person having normal vision; and
(v) not show Licensee's name or insignia, unless prior written consent of Licensor is obtained and it is made clear that Licensee is not the owner of the pole.

(b) Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Licensor encounter any of Licensee's Attachments without permanent identification markers, Licensor may notify Licensee provided that Licensor can identify the Attachments as belonging to Licensee. Licensee shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments. If the markers are not placed within thirty (30) days, then Licensor may remove such Attachments without incurring any liability to Licensee, and Licensee shall reimburse Licensor for the cost of such removal.

4.9. Notification of Attachments. Upon Licensor's request, Licensee shall notify Licensor of the precise location and total number of Licensee's Attachments.

4.10 Liens. Licensee shall be responsible for the discharge of any liens asserted against Licensor's property by any provider of work, labor, material or services claiming by, through or under Licensee. Such liens shall be discharged by Licensee within thirty (30) days after notice of filing thereof by bonding or payment. Licensee shall also indemnify, hold harmless and defend Licensor against any such liens, including the reasonable fees of Licensor's attorneys.

5. MUTUAL OBLIGATIONS

Each Party shall take all precautions as are reasonably necessary to avoid damaging the facilities of the other.

6. ESTABLISHING ATTACHMENT TO POLES

6.1. Pole Attachment Application.

(a) Except as provided in **Section 6.1(b)**, before Licensee may affix any Attachments to or make use of any of Licensor's Distribution Poles under this Agreement, Licensee shall (a) submit to Licensor an Application requesting Licensor's permission to attach to or make use of each such pole; (b) receive written approval from Licensor authorizing the attachment to or use of each such pole; and (c) comply with all procedures set forth in this Agreement. Licensee's failure to request and receive Licensor's permission as described herein will subject each Unauthorized Attachment to an Unauthorized Attachment Fee.

(b) With respect to Licensee's installation of a Service Drop, Licensee shall (a) submit to Licensor an Application requesting Licensor's permission to install and maintain such Service Drop within ten (10) Business Days after the installation thereof; (b) receive written approval from Licensor authorizing the installation of such Service Drop; and (c) comply with all procedures set forth in this Agreement. Licensee's failure to request and receive Licensor's permission as described herein will subject each Unauthorized Attachment to an Unauthorized Attachment Fee.

6.2. Application Processing Fee. To cover costs incurred by Licensor in processing Licensee's Application, including but not limited to the cost of performing all engineering, administrative and other activities necessary to prepare the Make Ready Estimate, Licensee shall pay to Licensor the Application Processing Fee.

6.3. Decision Regarding Application. If, in the sole judgment of Licensor, attachment to Licensor's Distribution Poles as proposed in the Application is undesirable or impracticable based on the technical requirements and specifications of **Section 4.4**, or because of other capacity, safety, reliability or engineering concerns that exist or Licensor believes will exist in the future, Licensor may reject all or part of the Application or limit the number and character of Attachments on any Distribution Pole. Within forty-five (45) days after the receipt of such Application, Licensor shall notify Licensee in writing whether the Application is approved, approved with modifications, or rejected. If Licensor does not so notify Licensee within such 45-day period, then the Application is deemed rejected.

6.4. Make Ready Estimate.

(a) Licensor shall, on the basis of the Application and associated construction plans and drawings, submit to Licensee within forty-five (45) days of receipt of Licensee's Application a Make Ready Estimate (based on Licensor's standard method of computing Make Ready Costs) for all Make Ready Work which may be required for each Distribution Pole, including an estimated completion date for such Make Ready Work.

(b) Upon notice pursuant to **Exhibit 1.14** attached hereto that the Make Ready Estimate has been accepted by Licensee, Licensor shall proceed with the Make Ready Work covered by the Make Ready Estimate. Licensor shall undertake commercially reasonable efforts to complete this work by the estimated completion date set forth in the Make Ready Estimate but does not guarantee completion by such date. Nothing shall preclude the Parties from making other mutually agreeable arrangements for contracting for or otherwise accomplishing the necessary Make Ready Work. Upon completion of all Make Ready Work, Licensor shall send to Licensee an itemized statement for the actual, full costs of the Make Ready Work. Licensee shall pay to Licensor the amount due on such statement within thirty (30) days after receipt of such

n-14

statement.

(c) Licensor may, in its sole discretion, require Licensee to submit a deposit up to the amount identified in the Make Ready Estimate prior to performing any Make Ready Work.

(d) Upon completion of the Make Ready Work and payment of the Make Ready Costs, Licensee shall obtain Authorization to use the Distribution Poles and to make Attachments in accordance with the terms of this Agreement.

6.5. Tree Trimming. Tree Trimming shall be performed by Licensor in its sole judgment. The cost, including associated administrative costs, of any Tree Trimming shall be paid in equal percentages by Licensor and all other entities attaching to the poles who are contractually obligated to pay for such Tree Trimming.

6.6. Overlashing.

(a) Any proposed Overlashing by Licensee shall constitute a separate Attachment subject to the Application process and all other provisions of this Agreement.

(b) Licensee shall not allow third party Overlashing without Licensor's prior written approval.

7. PAYMENT PROVISIONS

7.1. Pole Attachment License Fee. Licensee shall pay the Pole Attachment License Fee for each Attachment that exists during each calendar year during the Term. By April 1 of each calendar year during the Term or as soon thereafter as reasonably practicable, Licensor shall invoice Licensee for the Pole Attachment License Fees that are due for the prior calendar year.

7.2. Payment Period. All amounts payable under this Agreement shall be due within thirty (30) days of the date of invoice. Licensee shall pay interest at the rate of 1.5% per month or the maximum amount allowed by law, whichever is less, on the unpaid balance of delinquent bills for each month or part thereof that any bill remains unpaid.

7.3. Fee Increases. Licensor in its sole discretion may increase all fees that are due and payable under this Agreement effective on each annual anniversary date of the Effective Date, or on the commencement date of any renewal term under this Agreement, to reflect increases in Licensor's operating and other costs and/or the Consumer Price Index that have occurred since the Effective Date. Licensor shall provide at least thirty (30) days notice to Licensee before the effective date of any such increase in fees.

7.4. Security. Licensee shall furnish a Security Instrument at Licensee's expense and in the amount identified above, with terms and conditions and from a financial institution acceptable to Licensor, in order to guarantee Licensee's payment in full of all Pole Attachment License Fees and other amounts payable to Licensor under this Agreement. No Authorization for any Attachments will be granted to Licensee until the Security Instrument required by this section is received by Licensor.

8. INSPECTIONS

8.1. Right to Conduct. Licensor may conduct inspections of Licensee's Attachments from time to time as necessary in Licensor's sole judgment to determine whether Licensee's Attachments meet the

technical requirements and specifications listed in **Section 4.4**. If practicable, as determined in Licensor's sole judgment, Licensor shall provide at least ten (10) business days notice of such inspections to Licensee, and Licensee shall have the right to be present at and observe any such inspections. Such inspections may be conducted no more frequently than once every year, unless Licensor determines that more frequent inspections are necessary for reasons involving safety of persons or protection of property. Licensee shall reimburse Licensor for all costs and expenses of conducting inspections to the extent such expenses are attributable to Licensee's Attachments.

8.2. Safety Violations. If during inspection or otherwise Licensor determines that any of Licensee's Attachments do not conform with the technical requirements and specifications listed in **Section 4.4**, Licensee shall, upon notice by Licensor, pay a Safety Violation Fee for each such nonconformance, and shall correct such nonconformance within ten (10) days of notification of such nonconformance, unless in Licensor's sole judgment safety considerations require Licensee to take corrective action within a shorter period. Should Licensee fail to take all steps necessary to comply with this requirement, or if safety considerations so require, Licensor may elect to do such work itself, and Licensee shall reimburse Licensor for all costs incurred by Licensor. Licensor shall not be liable for any loss or damage to Licensee's facilities which may result, and Licensee shall be responsible for any additional damages resulting from its failure to act in a timely manner in accordance with these requirements.

9. AUDITS

9.1. Right to Conduct Audits. Licensor may conduct an audit of Licensee's Attachments to verify the number of Licensee's Attachments. Any such audit may be conducted no more frequently than once every year, unless Licensor in good faith believes that Licensee's reported number of Attachments is inaccurate, in which case Licensor may audit as frequently as is necessary in its sole discretion. Licensor must provide at least thirty (30) days notice of any such audit so that Licensee may be present and observe such audit. Licensee shall reimburse Licensor for all costs and expenses of conducting audits.

9.2. Review of Records in Lieu of Audit. Licensor and Licensee may mutually agree that in lieu of audits, the number of Attachments maintained by Licensee shall be determined from existing maps and attachment records. If both Parties agree to use this method, each Party shall make all relevant maps and records available to the other Party, and the number of Attachments maintained by Licensee shall be cooperatively determined. The accuracy of such maps and records must be verified by the Party proposing to use them.

10. UNAUTHORIZED ATTACHMENTS

10.1. Unauthorized Attachment Fee. Licensee shall pay to Licensor an Unauthorized Attachment Fee within thirty (30) days of notification of each Unauthorized Attachment. Licensor may require that such Unauthorized Attachment be removed by Licensee, or Licensor itself may remove the Unauthorized Attachment without liability, at Licensee's expense. The Unauthorized Attachment Fee shall be in addition to any and all other applicable fees, including without limitation, a fee for each Unauthorized Attachment equal to the sum of (a) the Pole Attachment License Fee *times* the number (not to exceed five) of full or partial calendar years from the most recent date that Licensor commenced an audit of Licensee's Attachments (the "Last Audit Date") to the date that Licensor notified Licensee of the Unauthorized Attachment (the "Catch-Up Fee"), *plus* (b) interest on the Catch-Up Fee at the rate of ten percent (10%) per annum from the Last Audit Date to the date of Licensee's payment of the Catch-Up Fee. Nothing herein shall act to limit any other remedies, including a remedy for trespass, which may be available to Licensor as a result of any Unauthorized Attachment.

10.2. **Licensor Failure to Act.** No act or failure to act by Licensor with regard to any Unauthorized Attachment shall be deemed to ratify or license the Unauthorized Attachment. If an Application for such attachment is subsequently approved, such approval shall not operate retroactively to constitute a waiver by Licensor of any of its rights under this Agreement regarding the Unauthorized Attachment, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception with regard to any such Unauthorized Attachment.

11. REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES

11.1. **Replacement or Relocation of Poles.** Except in an emergency involving safety of persons or protection of property, as determined by Licensor in its sole judgment, Licensor shall provide at least twenty (20) days notice to Licensee whenever Licensor intends to replace or relocate an Attached Pole, specifying the poles involved and the time of such proposed replacement or relocation. Licensee may, at the time so specified, transfer its Attachments to the new or relocated Attached Pole. Should Licensee fail to transfer its Attachments at the time specified for such transfer, Licensor may elect to transfer Licensee's Attachments, and Licensee shall reimburse Licensor for all costs of such transfer, and Licensor shall not be liable for any loss or damage to Licensee's facilities which may result. Licensee shall be responsible for any additional damages resulting from its failure to transfer its Attachments. If Licensor has removed its attachments and Licensee's Attachment(s) remain on the original pole, Licensee shall become liable for the original pole, if it still exists, as provided in **Section 12.1**.

11.2. **Replacement and Relocation Costs.** Licensor shall replace or relocate Distribution Poles at its own expense. Notwithstanding the foregoing, if Licensor in good faith determines that a Distribution Pole needs replacement in order to accommodate Licensee's proposed Attachments, then Licensor may do so with Licensee's consent and Licensee will bear the expense of such replacement.

11.3. **Vacating Pole Space.** In the event it becomes necessary for Licensor, Licensor's subsidiary or affiliate or any other entity in which Licensor holds an interest, or another utility with whom Licensor has a prior agreement for pole attachments, to use the space on a Distribution Pole occupied or to be occupied by Licensee's Attachments, Licensee shall, upon receipt of not less than sixty (60) days notice, either (a) vacate the space by removing its Attachments at its own expense, or (b) if Licensor decides to replace the pole with a larger pole that can accommodate Licensee's Attachments, bear the expense of such replacement and transfer its Attachments to the new pole.

11.4. **Costs for Installation, Removal and Transfer of Licensee's Attachments.** Licensee shall be solely responsible for all costs of installation, removal or transfer of its Attachments on, from or to Licensor's Distribution Poles.

11.5. **Costs for Rearrangement of Other Facilities.** In any case where the facilities of Licensor or another attacher(s) are required to be rearranged on the poles of Licensor in order to accommodate Licensee's Attachments, Licensee shall contact and coordinate with the other attacher(s) and reimburse Licensor and the other attacher(s) the total reasonable costs incurred by Licensor or the other attacher(s) in rearranging such facilities to accommodate Licensee's Attachments.

12. ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES

12.1. **Right to Abandon or Remove; Licensee Obligations.** Upon not less than sixty (60) days notice to Licensee, Licensor may, in its sole discretion, abandon or remove any Attached Pole. Within this 60-day period, Licensee shall remove its Attachments and may place its facilities underground if authorized to

place its facilities underground, transfer its facilities to the nearest facilities owned by Licensor if authorized by Licensor, or take other action not inconsistent with this Agreement. If, at the expiration of the 60-day period, Licensor shall have no attachments on such pole but Licensee shall not have removed all of its Attachments, such pole may be sold to and become the property of Licensee at the sole option of Licensor. If Licensor elects to sell such pole, Licensor shall provide Licensee with a properly authorized bill of sale reflecting the net book value of the pole. Licensee shall receive the pole **"as is,"** and shall indemnify, defend and hold harmless Licensor from all obligation, liability, cost, claim, damage, expense or charge related thereto or raised thereafter. Should Licensor elect to sell such pole, Licensee shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals or properties, Licensee shall comply with the terms and directions of the appropriate material safety data sheet and with state and federal law regarding the maintenance, replacement, and/or disposal of the pole. Licensor does not warrant, guarantee, or imply that such pole possesses sufficient mechanical strength as required by or for any use of Licensee. Licensor makes no representations or guarantees concerning any right to occupy the premises where the pole is currently located upon the removal of Licensor's facilities.

12.2. **Governmental Requirement to Remove.** In the event that the use of any Distribution Pole is or becomes lawfully forbidden by federal, state, county or municipal authorities or by owners of private property, Licensor shall provide at least sixty (60) days notice to Licensee that the Authorization covering the use of such pole will be terminated, and that the Attachment(s) of Licensee must be removed from the affected pole at Licensee's expense. Notwithstanding the foregoing, if the federal, state, county or municipal authority, or private landowner requires discontinuance of the pole in less than sixty (60) days, the notice provided by Licensor shall be reduced accordingly.

12.3. **Governmental Requirement to Shorten Pole.** If a governmental authority requires Licensor to reduce the height of a Distribution Pole such that the continued presence of Licensee's Attachments would not comply with the requirements of this Agreement, then the Authorization covering Licensee's Attachments to the pole shall immediately terminate upon notice from Licensor, and Licensee shall remove its Attachments from the affected pole at its own expense by the date specified by Licensor.

12.4. **Removal of Attachments.** Licensee may at any time and in its sole discretion remove any of its Attachments from Licensor's Distribution Poles, but shall provide, for all Attachments except Service Drops, at least seven (7) business days prior notice of such removal to Licensor. For the removal of a Service Drop, Licensee shall provide notice of such removal to Licensor within sixty (60) days after removal of the Service Drop. In either of such instances, such notice shall fully identify, by pole number and location, the poles from which such Attachments are being removed. Licensee's obligations to make Pole Attachment License Fee payments shall continue until (i) Licensor receives such notice, and (ii) Licensee actually removes its Attachments. No refund of any Pole Attachment License Fee will be due on account of such removal unless that removal is triggered by a Default of this Agreement by Licensor. Licensee shall immediately treat all affected poles with an industry-acceptable wood preservative, plug all holes left by such Attachments, and repair such facilities as reasonable and appropriate in Licensor's judgment.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1. **Common Representations.** Each Party represents and warrants that: (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it; and (e) no consents need be

n-18

obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement, except for any consents needed by Licensee to allow it to execute, deliver and perform its obligations under this Agreement.

13.2. **Required Authorizations.** Licensee represents and warrants that it has obtained all Required Authorizations, and covenants that it will maintain and comply with the Required Authorizations throughout the Term.

13.3. **LIMITATIONS ON WARRANTIES.** THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF LICENSOR'S DISTRIBUTION POLES.

14. INDEMNIFICATION

14.1. **Licensee Indemnification.** Licensee shall indemnify, protect, save harmless and insure Licensor and its officers, directors, employees and members, from and against any and all claims and demands for, or litigation with respect to, service interruptions, damages to property and/or injury or death to persons, including payments made under any worker's compensation law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, or other damages which may arise out of or be caused by Licensee or its agents, employees, contractors or subcontractors with respect to the erection, operation, maintenance, presence, use, repair, rearrangement or removal of Licensee's Attachments or Unauthorized Attachments or the proximity of Licensee, its agents and employees on or in the vicinity of Licensor's Distribution Poles. Notwithstanding the above, Licensee does not waive any rights, immunities or defenses pursuant to the Texas Tort Claims Act.

14.2. **Notice.** In the event of any claim, demand or litigation specified in this section, Licensor shall give prompt notice to Licensee of such claim, demand or litigation. Licensee shall have sole control of the defense of any action or litigation on such a claim or demand (including the selection of appropriate counsel) and all negotiations for the settlement or compromise of the same, except that Licensee may not make any non-monetary settlement or compromise without Licensor's prior written consent, which consent shall not be unreasonably withheld. Licensor shall cooperate with Licensee in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to prevent Licensor from participating in the defense and/or settlement of any claim, demand or litigation by Licensor's own counsel at its own expense.

15. LIMITATIONS ON DAMAGES

UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY LICENSEE OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF LICENSEE FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

16. INSURANCE

16.1. **Insurance Requirement.** Licensee shall carry insurance in such form and issued by such companies as are reasonably satisfactory to Licensor to protect the Parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of any loss, injury, death or damage involving any Attachment. Throughout the Term of this Agreement, Licensee shall take out and maintain, and shall ensure that its agents, contractors and subcontractors take out and maintain, insurance that, at a minimum, meets the following requirements of Licensor, or such other requirements as Licensor may determine as necessary from time to time:

(a) Workers' compensation and employer's liability insurance, as required by law and sufficient to fully protect Licensor and Licensee from any and all claims by employees of Licensee under workers' compensation act or employers' liability laws, including any employers' disability insurance law. If workers' compensation or employer's liability insurance is not required by law in the state in which the poles subject to this Agreement are located, then insurance shall be obtained by Licensee that is equivalent to what would be applicable if workers' compensation and employer's liability laws were in effect and sufficient to fully protect Licensor and Licensee from the claims described above.

(b) Commercial general liability insurance covering all of Licensee's operations under this Agreement with limits for bodily injury or death of not less than $1 million each occurrence, limits for property damage of not less than $1 million each occurrence, and $1 million aggregate for accidents during the policy period. A single limit of $1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

(c) Automobile liability insurance on all motor vehicles used in connection with the Agreement, whether owned, non-owned, or hired, with limits for bodily injury or death of not less than $1 million per person and $1 million per occurrence, and property damage limits of $1 million for each occurrence. This required insurance may also be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

All of Licensee's policies of insurance shall be primary and non-contributory with any other coverage elsewhere afforded or available to Licensor, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of Licensee's operations under this Agreement.

16.2. **Certificate of Insurance.** Within two (2) business days after the Effective Date, Licensee shall furnish to Licensor a certificate evidencing compliance with the above insurance requirements. This certificate shall list Licensor as additional insured and shall note specific cancellation language, as follows: "In the event of cancellation or material change of said policies, the insuring company shall give the Party to whom this certificate is issued thirty (30) days prior notice of such cancellation or material change." If Licensee fails to renew adequate insurance, Licensor may, in addition to any other available remedies, terminate this Agreement pursuant to **Section 17** (Defaults).

16.3. **Responsibility for Contractors.** Licensee shall bear full responsibility for ensuring that its agents, contractors and subcontractors are in full compliance with the requirements of this section before they perform any work for Licensee in connection with this Agreement.

n-20

16.4. **No Limitation on Indemnities.** The purchase of the insurance required by this section shall not relieve Licensee of its liability or obligations under this Agreement or otherwise limit Licensee's liability under **Section 14**.

16.5. **Limited Waiver of Insurance Requirements**. For so long as the City of Plano, Texas, is the "Licensee" under this Agreement, then the Licensee shall not be required to maintain for itself the insurance coverages listed in **Section 16.1**. The foregoing waiver shall not diminish or otherwise affect Licensee's obligations under **Section 16.3**.

17. DEFAULTS

17.1. **Licensee Default.** If Licensee is in Default under this Agreement and fails to correct such Default within the cure period specified below, Licensor may, at its option, and without further notice:

(a) declare this Agreement to be terminated in its entirety;
(b) terminate the Authorization covering the Distribution Pole(s) with respect to which such Default shall have occurred;
(c) decline to authorize additional Attachments under this Agreement until such Defaults are cured;
(d) suspend Licensee's access to or work on any or all of Licensor's Distribution Poles;
(e) correct such Default and charge Licensee as provided in this Agreement; and/or
(f) seek specific performance of the terms of this Agreement through a court of competent jurisdiction.

17.2. **Licensee Cure Period.** For a period of thirty (30) days following receipt of notice from Licensor, Licensee shall be entitled to take all steps necessary to cure any Defaults. The 30-day notice and cure period does not apply to any Default by Licensee of its payment obligations under this Agreement.

17.3. **Termination Because of Licensee Default.** If Licensor terminates this Agreement because of Licensee's Default, Licensee shall not be entitled to any refund of any Pole Attachment License Fee.

17.4. **Reimbursement for Licensor Work.** If Licensee fails to cure a Default with respect to the performance of any work that Licensee is obligated to perform under this Agreement, Licensor may elect to perform such work, and Licensee shall reimburse Licensor for all costs related thereto.

17.5. **Licensor Default.** If Licensor is in Default under this Agreement, Licensor shall have thirty (30) days following notice from Licensee within which to correct such Default. If Licensor does not cure its Default within the allotted time period, Licensee may, at its sole discretion and as its sole and exclusive remedies, either terminate this Agreement or seek specific performance of the terms of this Agreement through a court of competent jurisdiction.

17.6. **Attorney Fees and Court Costs.** If either Party fails to cure a Default with respect to any of its obligations under this Agreement and it becomes necessary for the other Party to obtain the services of an attorney, who is not a salaried employee of that Party, to enforce its rights under this Agreement, the defaulting Party agrees to pay all reasonable attorneys' fees and court costs of litigation associated with such enforcement, if the other Party is successful. If Licensee is a local governmental entity and is the defaulting Party for purposes of this section, then Licensor's right to recover attorneys' fees shall be governed by Section 271.159 of the Texas Local Government Code, as amended.

n-21

18. TERMINATION OF AGREEMENT

Upon termination of this Agreement, Licensee shall remove all of its Attachments from all of Licensor's Distribution Poles within sixty (60) days after the effective date of such termination. If any Attachments are not so removed within sixty (60) days following such termination, Licensor shall have the right to remove such Attachments, and to use, dispose of or sell same, at Licensee's sole expense and without any liability to Licensee.

19. WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

20. MODIFICATIONS

Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented at any time only upon written agreement by the Parties hereto. Notwithstanding the foregoing, all Exhibits may be modified by Licensor upon not less than thirty (30) days notice to Licensee. The names, addresses, facsimile numbers and electronic mail addresses to which notices must be sent may be modified by either Party upon notice to the other.

21. PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property and services subject to this Agreement.

22. NOTICES

Any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other shall be in writing and shall be delivered via personal delivery, Federal Express (or other equivalent, generally recognized overnight delivery service), facsimile or electronic mail transmission, or certified U.S. mail return receipt requested. Notice given by facsimile shall be deemed to have been received when transmitted, provided that the sender shall have received a transmission report indicating that all pages of the notice have been transmitted with the correct facsimile number. Notice given by electronic mail shall be deemed to have been received when sent to an electronic mail address designated by the applicable Party. Notice given by personal delivery, overnight delivery, or certified U.S. mail shall be effective upon receipt.

23. FORCE MAJEURE

Except as may be expressly provided otherwise, neither Party shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each Party shall promptly notify the other Party of any delay in performance under this section and its effect on performance required under this Agreement.

n-22

24. CONSTRUCTION OF AGREEMENT

This Agreement was reached by each Party after arms' length negotiations and upon the opportunity for advice of counsel, and shall not in any way be construed against either Party on the basis of having drafted all or any part of this document. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "including" or "includes" do not limit the preceding words or terms.

25. OWNERSHIP RIGHTS

All Attached Poles under this Agreement shall remain the property of Licensor, and Licensee's rights in Licensor's Distribution Poles shall be and remain a mere license for as long as authorized under the terms and conditions of this Agreement. Nothing herein shall be construed to compel Licensor to maintain any of its poles for a longer period than is required by Licensor's own service requirements.

26. THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the Parties and may be enforced solely by the Parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, except as provided herein.

27. SEVERABILITY

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail. In such event, however, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

28. PRIOR AGREEMENTS SUPERSEDED

This Agreement embodies the entire agreement between Licensor and Licensee with respect to the subject matter of this Agreement, and supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee and/or any of Licensee's predecessors, subsidiaries or affiliates, written or unwritten, with respect to that subject matter.

29. ASSIGNMENT AND TRANSFER

Licensee shall not assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation, individual or other third party, without the prior written consent of Licensor. Licensor may condition such consent upon the assignee's or transferee's agreement to reasonable additional or modified terms or conditions. If there is a change of Control of Licensee, then Licensor shall have the right, in its reasonable discretion, immediately to terminate this Agreement in its entirety without further liability. Licensor may assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation, individual or other third party, without the prior consent of Licensee.

30. FACSIMILE AND ELECTRONIC SIGNATURES; COUNTERPARTS

This Agreement may be executed using facsimile or electronic signatures and such facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.

31. SURVIVAL; LIMITATIONS ON ACTIONS

Notwithstanding the termination of this Agreement for any reason, **Sections 14, 15, 19, 22** and **25** through **29** shall survive termination for the applicable statute of limitations. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations.

[END OF TERMS AND CONDITIONS]

n-24

Exhibit 1.1

POLE ATTACHMENT APPLICATION

In accordance with the terms of that certain Pole Attachment License Agreement between Denton County Electric Cooperative, Inc., d/b/a CoServ Electric, and the undersigned "Licensee," application is hereby made for Licensee to make attachments to ____ (no more than 50) Distribution Poles located in or near _____, in the County of _____ and the State of _____.

The poles for which Authorization to attach is requested are listed by pole number below and further identified on the attached map.

The following information is attached as part of this Application:

(a) construction plans and drawings detailing Licensee's build out plan;
(b) maps indicating specifically the Distribution Poles of Licensor that Licensee proposes to use;
(c) the number and character of the Attachments to be placed on each Distribution Pole, including the number and types of Attachment, and the weight of any wire, strand or cable included in the Attachment;
(d) all equipment to be included in Licensee's attachments, including pedestals;
(e) Drop/Lift Poles that Licensee intends to install;
(f) the total tension, weight, and transverse loading data for the wires, including multiplication by the applicable overload factors of the NESC;
(g) the size and type of messenger wire including weight/feet and design tension;
(h) the size and type of cable including weight/feet, design tension, and diameter;
(i) a drawing showing the type and manner of bolted Attachments;
(j) a drawing showing installation specifications, rating, and guy and anchor requirements proposed to be used by Licensee;
(k) any pedestal attachments; and
(l) any other information necessary, in Licensor's sole judgment, for Licensor to determine if the requirements of **Section 4.4** are met.

LICENSEE:

_____
[Insert name of Licensee]

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

n-25

List of Poles

(List pole numbers and attach map.
Use additional sheets as necessary)

n-26

Exhibit 1.11

LOCATION OF LICENSEE'S SERVICE AREA

Attached hereto is a map or sketch graphically depicting Licensee's Service Area for purposes of this Agreement. This map need not show the precise location of each of Licensor's poles to which attachment is sought, but should identify the general area in which Attachments currently exist or are planned.

n-27

Exhibit 1.12

LICENSOR RULES AND PRACTICES FOR ATTACHMENTS

1. Licensee shall install and maintain its Attachments at its own expense.

2. Any unbalanced loading of Licensor's Distribution Poles caused by the placement of Licensee's facilities shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Licensor. For any new Attachments, such guy and anchor shall be installed by Licensee prior to the installation of any Attachment. Licensee may not place new guy attachments on Licensor's anchors.

3. A preliminary "ride through" of the proposed route of Licensee's facilities shall be made by representatives of Licensor and Licensee upon request by Licensor.

4. Licensee shall check and verify the condition of any pole prior to climbing or performing work on it. If a pole is deemed unsafe, Licensee must immediately notify Licensor by telephone and in writing as soon as practicable.

5. All Attachments shall be located on the same side of each pole as any existing telephone or communications cable, or as otherwise designated by Licensor.

6. On Attached Poles where Licensor has secondary conductors, all Attachments shall be located on the same side of the pole as the secondary conductors, or as otherwise designated by Licensor.

7. Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire in accordance with current NESC requirements. All grounds shall be buried to minimum depths required by the current NESC.

8. Licensee shall install no power supply on any of Licensor's poles on which underground electric services, capacitor banks, sectionalizing equipment or voltage regulators are already installed.

9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after Licensor shall have completed inspection of an approved fused service disconnect switch or circuit breaker.

10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.

11. All Attachments of Licensee shall have at least two inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.

12. All of Licensee's Attachments shall comply with NESC clearance requirements and shall be located a minimum of forty (40) inches below Licensor's lowest attached facilities, or located at a position as otherwise specified by Licensor in writing. All mid-span clearances between Licensee's facilities and Licensor's lowest conductors shall comply with NESC clearance requirements.

n-28

13. Licensee may, with prior written approval of Licensor, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.

14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, subject to the approval of Licensor in its sole discretion.

15. In the event that any of Licensee's proposed attachments are to be installed upon poles already jointly used by Licensor and another party(ies), Licensee shall negotiate with such other party(ies) to determine clearances between its facilities and those of Licensor and such other party(ies), except that Licensee may not in any way modify the clearance requirements set forth in this Agreement.

16. Licensee shall provide to Licensor a statement summarizing the standards used by Licensee for its standard pole attachment installations. Such standards shall be signed and approved by a Professional Engineer (who is licensed in the State of Texas) representing Licensee, confirming that Licensee's standard installations conform with the current NESC and good engineering design. With respect to non-standard Attachments, Licensee's Professional Engineer shall prepare or review plans for such non-standard Attachments, and submit such plans to Licensor with a statement that such non-standard Attachments comply with the NESC and good engineering design.

17. Licensee shall not drill holes larger than 5/8" diameter in Licensor's Distribution Poles without Licensor's prior written consent.

18. Licensee shall remedy or remove any Attachments that Licensor reasonably determines cause or may cause damage to Licensor's Distribution Poles or other equipment. Licensor may perform, or cause to be performed, a joint use survey of any of Licensee's Attachments, at Licensee's expense.

* * *

Exhibit 1.14

MAKE READY ESTIMATE
AND ACCEPTANCE OF MAKE READY ESTIMATE

Make Ready Estimate

To accommodate Licensee's proposed Attachments, Licensor must perform the following Make Ready Work at an estimated cost to Licensee of $ _____ and with an estimated completion date of _____:

[SEE ATTACHED]

LICENSOR:

Denton County Electric Cooperative, Inc., d/b/a CoServ Electric

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

* *

Acceptance of Make Ready Estimate

The above Make Ready Estimate is accepted by Licensee.

Licensee shall complete installation of its Attachment(s) within ___ days following Licensor's notice of completion of Make Ready Work.

LICENSEE:

_____
[Insert name of Licensee]

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

n-30

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director		12-10-07
Dept Signature:	David Stephens	City Manager		12/10/07
Agenda Coordinator (include phone #):	Amy Powell X7342			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

To Roadway Solutions, Inc, increasing the contract by $36,000 for Traffic Signal Construction for the MotoMesh Network Project. Change Order No. 2. (Bid No. 2006-203-P)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	4,986,466	15,513,534		**20,500,000**
Encumbered/Expended Amount	-4,986,466	-3,481,626	0	**-8,468,092**
This Item	0	-36,000	0	**-36,000**
BALANCE	0	**11,995,908**		**11,995,908**

FUND(S): TECHNOLOGY IMPROVEMENTS (CO'S / TAX NOTES)

COMMENTS: Funds will be provided by the 2008 sale of Certificates of Obligation / Tax Notes. This Change Order, in the amount of $36,000, will leave a current year allocation of $11,995,908 for the MotoMesh Project.

STRATEGIC PLAN GOAL: Installation of cable breakers for the wireless mesh network relates to the City's Goal of Service Excellence.

SUMMARY OF ITEM

Technology Services recommends Council approve Change Order No. 2 to the 2006 Traffic Signal Construction Contract No. 2006-203-P with Roadway Solutions, Inc, in the amount of $36,000. This change will allow for the installation of cable and breakers for the MotoMesh Network. Original Contract amount, including Change order No. 1 is $594,327. New Contract amount $630,327. Project No. 5750; CIP No. 36-726 & 36-727.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Change Order No. 2; Memo,	

Interoffice Memo

Date: 12/06/07

To: David Stephens, Director Technology Services

Cc:

From: Michael K. Branch, Special Projects Manager

RE: Mesh Project: Change Order for Traffic Signal Work

We are requesting permission to add change order No. 2 to the existing contract for 2006 Traffic Signal Construction Requirements Contract. This change order revises the quantity and two lines items to the contract for the installation of power for the MotoMesh wireless network devices to be mounted on the signal lights. This change order is for the total of $36,000.00 and will be in effect until all of the designated devices are installed for the MotoMesh installations.

The contract is an annual fixed price contract based on work orders issued by the Traffic Department.

O-2

CHANGE ORDER NO. 2

2006 TRAFFIC SIGNAL CONSTRUCTION REQUIREMENTS CONTRACT
PROJECT NO.5750
CIP NO. 36-727 & 36-726
BID NO. 2006-203-P

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 **ROADWAY SOLUTIONS, INC.** for the **2006 TRAFFIC SIGNAL CONSTRUCTION REQUIREMENTS CONTRACT**, dated **SEPTEMBER 25, 2006.**

B. DESCRIPTION OF CHANGE

The change order is for the revision of two bid items that were included in change order 1. These items are for the installation of the MOTOMESH network.

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*
167	F/I #3 Conductor Tray Cable	13000	18800	LF	$6.00	$34,800.00
168	F/I 20 Amp Breakers	100	110	EACH	$120.00	$1,200.00
						$0.00
	TOTAL:					**$36,000.00**

These items will be charge to account number 29-94101-6312

Contract Amount (Including Previous Change Orders)	$ 504,327.00
Amount, Change Order No. 1	**$ 90,000.00**
Amount, Change Order No. 2	**$ 36,000.00**
Revised Contract Amount	**$ 630,327.00**
Total Percent Increase Including Previous Change Orders	**24.98%**

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **0** day(s) to this contract, this is an annual fixed price contract based on work orders issued by the Traffic Department:

Original Contract Time	0 working days
Amount (Including Previous Change Orders)	0 working days
Amount, Change Order No. _____	**0** working days
Revised Contract Time	**0** working days
Total Percent Increase Including Previous Change Orders	**#DIV/0!**

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and Roadway Solutions, Inc., do hereby agree to append this Change Order No. 2 to the original contract between themselves, dated September 25, 2006.

OWNER: CITY OF PLANO	**CONTRACTOR: ROADWAY SOLUTIONS, INC.**
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: Morrie Gamini
Print Title: _____	Print Title: Vice President
Date: _____	Date: _____

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 _____ day of _____, 2007, by **MORRI GAMINI, VICE PRESIDENT** of **ROADWAY SOLUTIONS, INC**, a **Texas** corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, 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		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering Department		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		12/7/07
Dept Signature:		City Manager		12/10/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			(Project No. 5772)

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

To Miller Pipeline Corporation, increasing the contract by $111,688.82, for Dallas North Trunk Sewer Main Rehab, Change Order No. 2. (Original Bid No. 2007-74-B)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,946,384	1,053,616	0	**4,000,000**
Encumbered/Expended Amount	-2,946,384	-1,026,816	0	**-3,973,200**
This Item	0	-111,689	0	**-111,689**
BALANCE	0	-84,889	0	**-84,889**

FUND(S): **SEWER CIP**

COMMENTS: Funds are included in the 2007-08 Sewer CIP Fund. This change order #2, in the amount of $111,689, will exceed the current year balance by $84,889 for the Dallas North Trunk Sewer Main, Phase I project. The overage will be funded through reallocation from the Dallas North Trunk Sewer Main, Phase II project.

STRATEGIC PLAN GOAL: Sewer main reconstruction relates to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

This change order is for the increased cost for by-pass pumping due to higher flows than specified in the contract due to the extensive spring rains and for increases in actual quantities used to complete the project.

Staff recommends approval of Change Order No. 2. The contract total will be $4,002,640.82, which includes change orders of 2.21% of the original contract amount of $3,915,952.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Change Order No. 2	N/A
Location Map	

CHANGE ORDER NO. 2

DALLAS NORTH TRUNK SEWER MAIN REHAB
PROJECT NO. 5772
PURCHASE ORDER NO. 103209
CIP NO. 34-46618
BID NO. 2007-74-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 **MILLER PIPELINE CORPORATION** for the **DALLAS NORTH TRUNK SEWER MAIN REHAB PROJECT**, dated February 26, 2007.

B. DESCRIPTION OF CHANGE

The change order is for the increased cost for by-pass pumping due to higher flows than specified in the contract and for increases in actual quantities used to complete the project.

C. EFFECT OF CHANGE

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

-CONTINUED ON NEXT PAGE-

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT		UNIT PRICE	AMOUNT OF CHANGE
1	Furnish and Install 36"CIPP	497.00	501.00	LF	$	296.00	$1,184.00
2	Furnish and Install 30"CIPP	90	324	LF	$	285.00	$66,690.00
3	Burst Install 30" in 30"	2,850	1,723	LF	$	212.00	-$238,924.00
4	Burst Install 30" in 27"	2,420	3,476	LF	$	190.00	$200,640.00
5	Burst Install 30" in 24"	930	928	LF	$	240.00	-$480.00
6	Concrete Manhole w/PolyTriplex	24	17	EA	$	11,125.00	-$77,875.00
7	Streets and Drives (3000 PSI)	900	118	SY	$	61.00	-$47,702.00
8	in Select Major Streets (3000	2,100	2,500	SY	$	65.00	$26,000.00
9	Sidewalk (3000 PSI)	300	650	SY	$	45.00	$15,750.00
10	4" Sidewalk Ramps	10	5	EA	$	500.00	-$2,500.00
11	Sod in Heaved areas	7,850	12,185	SY	$	3.00	$13,005.00
12	Remove & Recycle Con Pvmt	1	1	LS	$	10,100.00	$0.00
12A	Rem & Recycle Extra Con Pvmt	0	1	LS	$	13,700.00	$13,700.00
13	Concrete Saw Cut Complete	3,600	6,500	LF	$	2.50	$7,250.00
14	Longitudinal Butt Joint	3,600	6,500	LF	$	2.50	$7,250.00
15	Inlet Reconstruction	12	6	EA	$	2,000.00	-$12,000.00
16	Connect to Existing 6" Service	2	1	EA	$	4,300.00	-$4,300.00
17	Connect to Existing 8" Service	8	6	EA	$	4,300.00	-$8,600.00
18	Connect to Existing 10" Service	3	2	EA	$	4,300.00	-$4,300.00
19	Connect to Existing 12" Service	1	0	EA	$	4,500.00	-$4,500.00
20	Connect to Existing 15" Service	1	0	EA	$	4,500.00	-$4,500.00
21	Remove Ex. Manhole	22	17	EA	$	1,600.00	-$8,000.00
22	Connect to Ex. 27" San Sewer	1	7	EA	$	2,000.00	$12,000.00
27	Extra Crushed Stone	25	276.84	CY	$	35.00	$8,814.40
28A	Bypass Pumping - Rev.	1	1	LS	$	1,396,000.00	$0.00
28B	Bypass Pumping - Add.	0	1	LS	$	187,394.38	$187,394.38
31	Bid Allowance Vault Repairs	1	0.02	T&M	$	100,000.00	-$98,000.00
32	Burst 30" Type T Excavations	88	207	LF	$	495.00	$58,905.00
33	Burst 30" Type S Excavations	40	15	LF	$	495.00	-$12,375.00
34	Clean and Line MH w/ Polytriplex	2	1	EA	$	2,965.00	-$2,965.00
34A	Extra Polytriplex Liner	0	154.19	VF		$78.65	$12,127.04
35	Sprinkler Repair	0	1	LS		$8,000.00	$8,000.00
	TOTAL:						**$111,688.82**

Original Contract Amount	$	3,915,952.00
Contract Amount (Including Previous Change Orders)	$	3,890,952.00
Amount, Change Order No. 2	**$**	**111,688.82**
Revised Contract Amount	**$**	**4,002,640.82**
Total Percent Increase Including Previous Change Orders		**2.21%**

LS\GPC-CORRESPONDENCE2007:CO2-Miller-5772(em)

P-3

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	130	working days
Amount (Including Previous Change Orders)	130	working days
Amount, Change Order No. 2	**0**	working days
Revised Contract Time	**130**	working days
Total Percent Increase Including Previous Change Orders	**0.00%**	

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **MILLER PIPELINE CORPORATION**, do hereby agree to append this Change Order No. 2 to the original contract between themselves, dated February 26, 2007.

CITY OF PLANO	**MILLER PIPELINE CORPORATION**
By: _____ (signature)	By: _____ (signature)
Print Name: Thomas H. Muehlenbeck	Print Name: Mark R. Wallbom
Print Title: City Manager	Print Title: Senior Vice President
Date:	Date:

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

LS\GPC-CORRESPONDENCE2007:CO2-Miller-5772(em)

P-4

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

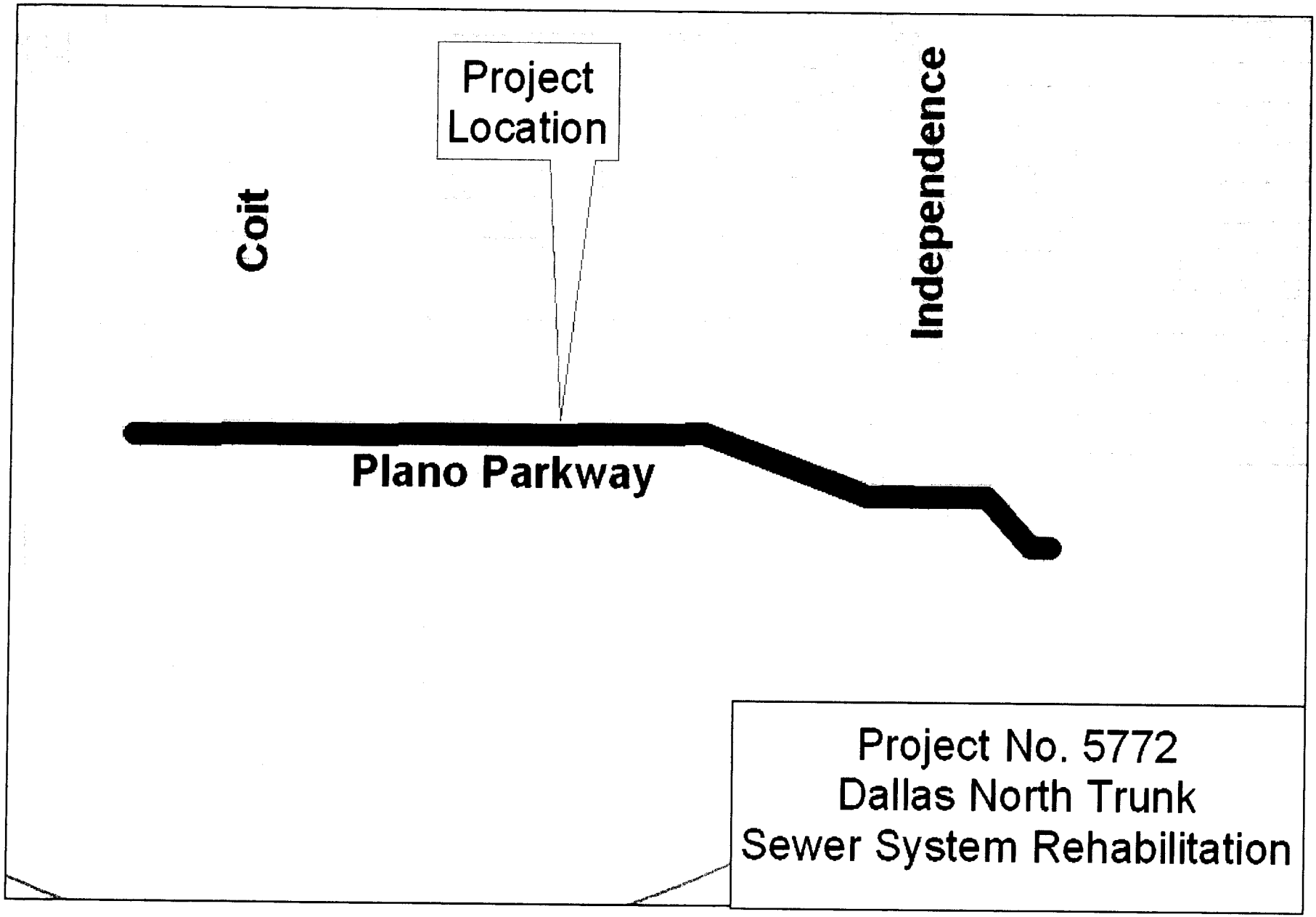
This instrument was acknowledged before me on the _____ day of _____, 200__, by **MARK R. WALLBOM, SENIOR VICE PRESIDENT,** of **MILLER PIPELINE CORPORATION**, a **TEXAS** corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, 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


Project
Location
Coit
Independence
Plano Parkway
Project No. 5772
Dallas North Trunk
Sewer System Rehabilitation

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		12/10/07
Agenda Coordinator (include phone #):	Glenna Hayes X7539			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER EXPENDITURE REALLOCATION

CAPTION

Reallocation of funding in the amount of $265,000.00 from Lone Star Temporary Services LLC to Labor Ready Central Inc. for temporary labor services for Sustainability and Environmental Services.

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ 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): SUSTAINABILITY & ENVRONMENTAL SERVICES FUND (045)

COMMENTS: This item has no budget impact. Funds for temporary labor services are included in the 2007-08 adopted budget.

STRATEGIC PLAN GOAL: Reallocation of funding for temporary labor services from one contracted vendor to another contracted vendor relates to "Service Excellence".

SUMMARY OF ITEM

Purchasing staff recommends reallocation of previously awarded funding from Lone Star Temporary Services LLC ($265,000.00) to Labor Ready Central Inc. for temporary labor provided for landscape and bulk waste collection. Contracts were previously awarded by Council on 3/28/05 in the amounts of $265,000 (Lone Star) and $98,000 (Labor Ready). Reallocation of funding is for estimated expenditures not to exceed the annual budget appropriated, and has no fiscal impact on the operating budget for Sustainability and Environmental Services. (2006-156-D)

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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		12-10-07
Dept Signature:		City Manager		12/10/07
Agenda Coordinator (include phone #):	Glenna Hayes X7539			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER RATIFICATION

CAPTION

To ratify expenditure in the amount of $177,989.00 to EnviroMedia Social Marketing for market research, analysis, design/logo creation, and production/media costs in relation to "Live Green in Plano" program.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	-177,989	0	**-177,989**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S):

COMMENTS: This item ratifies expenditures totaling $177,989 to EnviroMedia Social Marketing. Funds were/are included in the 2006-07 and 2007-08 Sustainability Operating budgets.

STRATEGIC PLAN GOAL: Expenditures related to the "Live Green in Plano" program relate to the City's Goals of "Premier City for Families" and "Service Excellence".

SUMMARY OF ITEM

On April 10, 2006 Council approved receipt of contract and grant funding from NTCOG in the amount of $109,063 for funding for a green living in Plano residential education campaign. A personal services contract was entered into by Sustainability and Environmental Waste with EnviroMedia Social Marketing for the purpose of market research and media production in conjunction with this grant. Subsequent expenditures were made from grant funds in the amounts of $84,000, and departmental funds in the amount of $ 93,989, for a total of $177,989.00. Staff requests ratification of these expenditures due to the oversight of the contract with EnviroMedia Social Marketing not receiving prior City Council approval.

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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan b. Upchurch	Executive Director		12/6/07
Dept Signature:	Alan L Upchurch	City Manager		12/7/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			#5865

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A resolution of the City Council of the City of Plano, Texas, approving the dedication of a 25,421 square foot tract of land owned by the City of Plano, Texas for dedication as a fire lane, access and utility easement for Enfield Park Addition, Lot 1R, Block 1, said parcel situated in the Daniel Rowlett Survey, Abstract No. 738, in the City of Plano, Collin County, Texas, and providing an effective date.

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S):

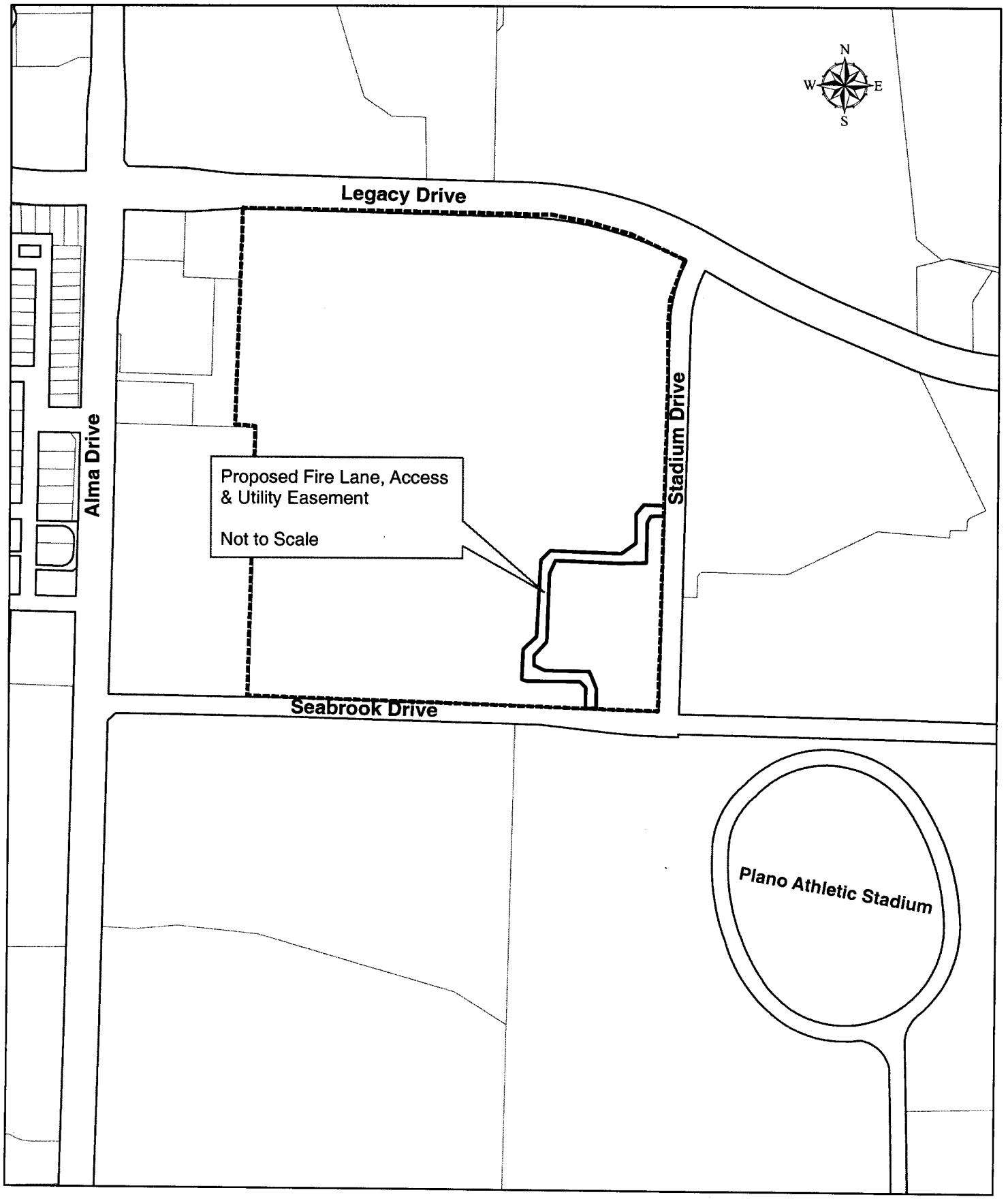
COMMENTS:

SUMMARY OF ITEM

The fire lane, access and utility easement is required to serve the Plano Sports Authority recreation facility in Enfield Park Addition, Lot 1R, Block 1.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map	n/a

ENFIELD PARK ADDITION



S-2

LOCATION MAP

11/30/07

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE DEDICATION OF A 25,421 SQUARE FOOT TRACT OF LAND OWNED BY THE CITY OF PLANO, TEXAS FOR DEDICATION AS A FIRE LANE, ACCESS AND UTILITY EASEMENT FOR ENFIELD PARK ADDITION, LOT 1R, BLOCK 1, SAID PARCEL SITUATED IN THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a fire lane, access and utility easement is needed to serve Enfield Park Addition, Lot 1R, Block 1 in the City of Plano, Texas; and

WHEREAS, said fire lane, access and utility easement is described in the field notes and shown on the drawings attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, upon full review and consideration of this Resolution, and all matters attendant and related thereto, the City Council is of the opinion that the 25,421 square foot tract of land should be dedicated as fire lane, access and utility easement to serve Enfield Park Addition, Lot 1R, Block 1 and the City Manager, or in his absence his designee, shall be authorized to record this Resolution in the Real Property Records of Collin County, Texas to evidence this dedication.

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

Section I. The City Council hereby authorizes the dedication of the fire lane, access and utility easement to serve Enfield Park Addition, Lot 1R, Block 1 and determines that the dedication is acceptable and is hereby in all things approved.

Section II. The City Manager or in his absence his designee is hereby authorized to record this Resolution in the Real Property Records of Collin County, Texas to evidence this dedication.

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

DULY PASSED AND APPROVED this 18thday of December, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS
COUNTY OF COLLIN

FIRELANE, ACCESS AND UTILITY EASEMENT

BEING a 0.58 acre tract, lot or parcel of land situated in the Daniel Rowlett Survey, Abstract No. 738, in the City of Plano, Collin County, Texas, and being a portion of Lot 1, Block 1, Enfield Park Addition, an addition to the City of Plano, Collin County , Texas according to the plat thereof recorded in Cabinet Y at Page 380, Plat Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1 inch iron pipe found for corner, said corner being the Southeast corner of said Lot 1, at the intersection of the north line of Seabrook Road and the west line of Stadium Drive (65 foot right-of-way), same point being the beginning of a curve to the right having a chord bearing of North 85 degrees 32 minutes 31 seconds West, a chord distance of 111.42 feet and a radius of 1312.68 feet;

THENCE along said curve to the right a distance of 111.46 feet along the north line of said Seabrook Road point for corner, , said point being the POINT of BEGINNING, same point also being the beginning of a curve to the right having a chord bearing of North 82 degrees 59 minutes 00 seconds West, a chord distance of 5.78 feet and a radius of 1312.68 feet;

THENCE along said curve to the right a distance of 5.78 feet along the north line of said Seabrook Road to a point for corner;

THENCE North 82 degrees 51 minutes 26 seconds West, along the north line of said Seabrook Road, a distance of 18.22 feet to a point for corner;

THENCE North 06 degrees 20 minutes 26 seconds East, departing the north line of said Seabrook Road and through the interior of said Lot 1, a distance of 17.95 feet to a point for corner, said point being the beginning of a curve to the left having a chord bearing of North 40 degrees 48 minutes 43 seconds West, a chord distance of 36.66 feet and a radius of 25.00 feet;

THENCE along said curve to the left and through the interior of said Lot 1, a distance of 41.15 feet to a point for corner;

THENCE North 87 degrees 58 minutes 08 seconds West, continuing through the interior of said Lot 1, a distance of 125.62 feet to a point for corner, point being the beginning of a curve to the right having a chord bearing of North 42 degrees 58 minutes 08 seconds West, a chord distance of 69.30 feet and a radius of 49.00 feet;

THENCE along said curve to the right and through the interior of said Lot 1, a distance of 76.97 feet to a point for corner;

THENCE North 02 degrees 01 minutes 52 seconds East, continuing through the interior of said Lot 1, a distance of 28.11 feet to a point for corner, said point being the beginning of a curve to the right having a chord bearing of North 40 degrees 58 minutes 50 seconds East, a chord distance of 61.61 feet and a radius of 49.00 feet;

THENCE along said curve to the right and through the interior of said Lot 1, a distance of 66.62 feet to a point for corner, said point being the beginning of a curve to the left having a chord bearing of North 40 degrees 57 minutes 06 seconds East, a chord distance of 31.45 feet and a radius of 25.00 feet;

THENCE along said curve to the left and through the interior of said Lot 1, a distance of 34.02 feet to a point for corner;

THENCE North 01 degrees 58 minutes 24 seconds East, continuing through the interior of said Lot 1, a distance of 274.74 feet to a point for corner, said point being the beginning of a curve to the right having a chord bearing of North 46 degrees 59 minutes 54 seconds East, a chord distance of 69.33 feet and a radius of 49.00 feet;

THENCE along said curve to the right and through the interior of said Lot 1, a distance of 77.01 feet to a point for corner;

THENCE South 87 degrees 58 minutes 37 seconds East, continuing through the interior of said Lot 1, a distance of 155.41 feet to a point for corner, said point being the beginning of a curve to the left having a chord bearing of North 46 degrees 55 minutes 00 seconds East, a chord distance of 35.42 feet and a radius of 25.00 feet;

THENCE along said curve to the left and through the interior of said Lot 1, a distance of 39.36 feet to a point for corner;

THENCE North 01 degrees 48 minutes 37 seconds East, continuing through the interior of said Lot 1, a distance of 46.40 feet to a point for corner, said point being the beginning of a curve to the right having a chord bearing of North 46 degrees 52 minutes 21 seconds East, a chord distance of 62.29 feet and a radius of 44.00 feet;

EXHIBIT A

0.58 ACRES
FIRELANE, ACCESS AND
UTILITY EASEMENT

BEING A PORTION OF
LOT 1, BLOCK 1
ENFIELD PARK ADDITION
CABINET Y, PAGE 380
PLAT RECORDS, COLLIN COUNTY, TEXAS
CITY OF PLANO, TEXAS

GLENN ENGINEERING
972-717-5151
105 DECKER COURT, SUITE 910
Fax 972-717-2176
IRVING, TEXAS 75062

B T G
BUENA TIERRA GROUP
SURVEYING • CONSULTING • MANAGEMENT
400 S. INDUSTRIAL BOULEVARD, SUITE 228
EULESS, TEXAS 76040
(817) 354-1446
(817) 354-1461 (F)

FIRELANE, ACCESS AND UTILITY EASEMENT

THENCE along said curve to the right and through the interior of said Lot 1, a distance of 69.21 feet to a point for corner;

THENCE South 88 degrees 03 minutes 55 seconds East, continuing through the interior of said Lot 1, a distance of 1.00 feet to a point for corner, said point being in the west line of said Stadium Drive;

THENCE South 01 degrees 56 minutes 05 seconds West, along the west line of said Stadium Drive, a distance of 24.00 feet to a point for corner;

THENCE North 88 degrees 03 minutes 55 seconds West, departing the west line of said Stadium Drive and through the interior of said Lot 1, a distance of 1.00 feet to a point for corner, said point being the beginning of a curve to the left having a chord bearing of South 46 degrees 52 minutes 21 seconds West, a chord distance of 28.31 feet and a radius of 20.00 feet;

THENCE along said curve to the left and through the interior of said Lot 1, a distance of 31.46 feet to a point for corner;

THENCE South 01 degrees 48 minutes 37 seconds West, continuing through the interior of said Lot 1, a distance of 99.59 feet to a point for corner;

THENCE North 87 degrees 58 minutes 40 seconds West, continuing through the interior of said Lot 1, a distance of 204.59 feet to a point for corner, said point being the beginning of a curve to the left having a chord bearing of South 46 degrees 59 minutes 52 seconds West, a chord distance of 35.37 feet and a radius of 25.00 feet;

THENCE along said curve to the left and through the interior of said Lot 1, a distance of 39.29 feet to a point for corner;

THENCE South 01 degrees 58 minutes 24 seconds West, continuing through the interior of said Lot 1, a distance of 274.74 feet to a point for corner, said point being the beginning of a curve to the right having a chord bearing of South 40 degrees 57 minutes 06 seconds West, a chord distance of 61.64 feet and a radius of 49.00 feet;

THENCE along said curve to the right and through the interior of said Lot 1, a distance of 66.67 feet to a point for corner, said point being the beginning of a curve to the left having a chord bearing of South 40 degrees 58 minutes 50 seconds West, a chord distance of 31.43 feet and a radius of 25.00 feet;

THENCE along said curve to the left and through the interior of said Lot 1, a distance of 33.99 feet to a point for corner;

THENCE South 02 degrees 01 minutes 52 seconds West, continuing through the interior of said Lot 1, a distance of 28.11 feet to a point for corner, said point being the beginning of a curve to the left having a chord bearing of South 42 degrees 58 minutes 08 seconds East, a chord distance of 35.36 feet and a radius of 25.00 feet;

THENCE along said curve to the left and through the interior of said Lot 1, a distance of 39.27 feet to a point for corner;

THENCE South 87 degrees 58 minutes 08 seconds East, continuing through the interior of said Lot 1, a distance of 125.62 feet to a point for corner, said point being the beginning of a curve to the right having a chord bearing of South 40 degrees 48 minutes 43 seconds East, a chord distance of 71.86 feet and a radius of 49.00 feet;

THENCE along said curve to the right and through the interior of said Lot 1, a distance of 80.66 feet to a point for corner;

THENCE South 06 degrees 20 minutes 26 seconds West, continuing through the interior of said Lot 1, a distance of 18.28 feet to the POINT of BEGINNING and containing 25,421 square feet or 0.58 acres of computed land.

William P. Price, R.P.L.S. No. 3047

STATE OF TEXAS
REGISTERED
William P. Price
3047
PROFESSIONAL
LAND SURVEYOR

12.4.07

EXHIBIT A

0.58 ACRES
FIRELANE, ACCESS AND
UTILITY EASEMENT

BEING A PORTION OF
LOT 1, BLOCK 1
ENFIELD PARK ADDITION
CABINET Y, PAGE 380
PLAT RECORDS, COLLIN COUNTY, TEXAS
CITY OF PLANO, TEXAS

GLENN ENGINEERING
972-717-5151
105 DECKER COURT, SUITE 910
Fax 972-717-2176
IRVING, TEXAS 75062

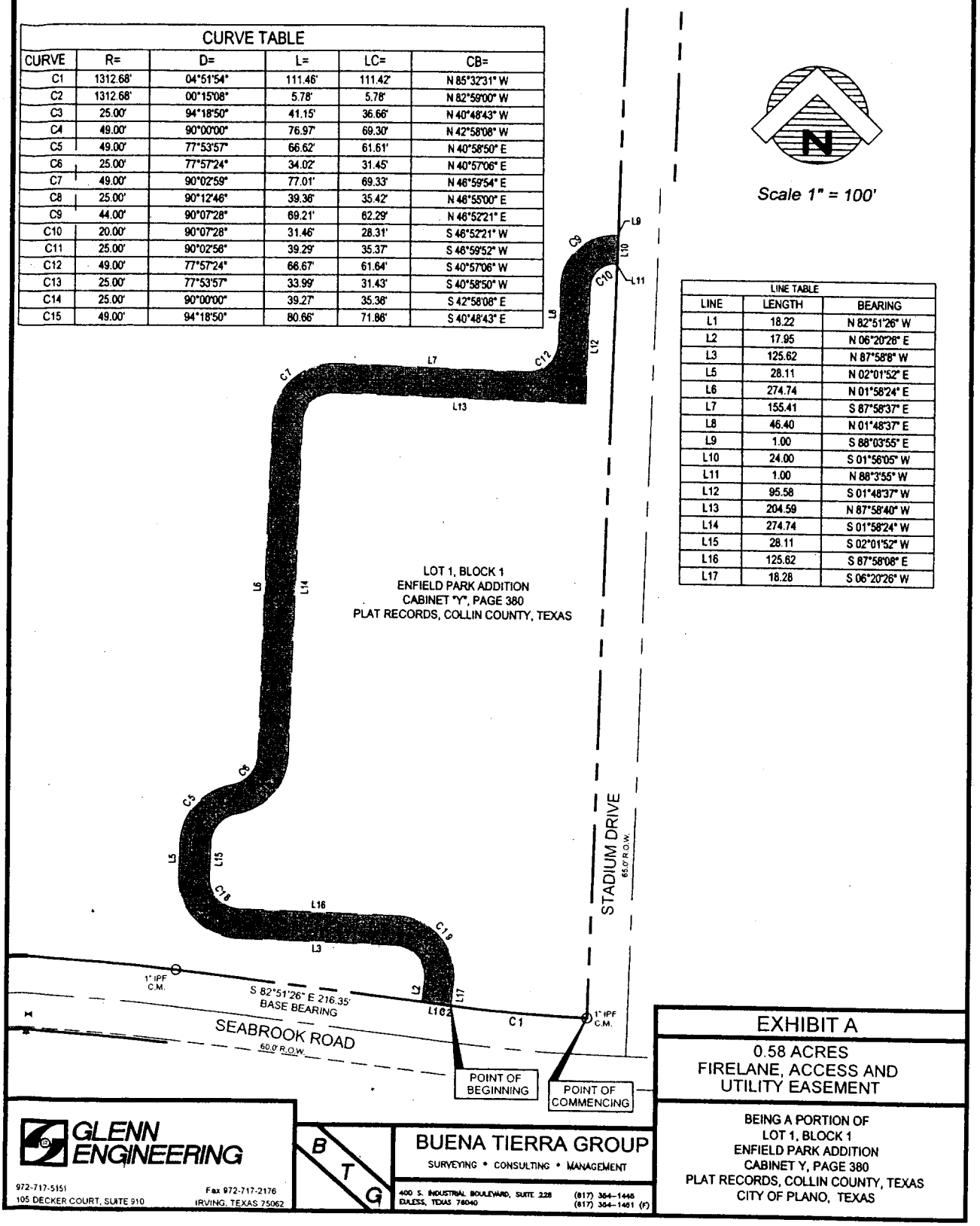
B T G

BUENA TIERRA GROUP
SURVEYING • CONSULTING • MANAGEMENT
400 S. INDUSTRIAL BOULEVARD, SUITE 228
EULESS, TEXAS 76040
(817) 364-1448
(817) 364-1451 (F)

S-6

FIRELANE, ACCESS AND UTILITY EASEMENT

CURVE TABLE					
CURVE	R=	D=	L=	LC=	CB=
C1	1312.68'	04°51'54"	111.46'	111.42'	N 85°32'31" W
C2	1312.68'	00°15'08"	5.78'	5.78'	N 82°59'00" W
C3	25.00'	94°18'50"	41.15'	36.66'	N 40°48'43" W
C4	49.00'	90°00'00"	76.97'	69.30'	N 42°58'08" W
C5	49.00'	77°53'57"	66.62'	61.61'	N 40°58'50" E
C6	25.00'	77°57'24"	34.02'	31.45'	N 40°57'06" E
C7	49.00'	90°02'59"	77.01'	69.33'	N 46°59'54" E
C8	25.00'	90°12'46"	39.36'	35.42'	N 46°55'00" E
C9	44.00'	90°07'28"	69.21'	62.29'	N 46°52'21" E
C10	20.00'	90°07'28"	31.46'	28.31'	S 46°52'21" W
C11	25.00'	90°02'56"	39.29'	35.37'	S 46°59'52" W
C12	49.00'	77°57'24"	66.67'	61.64'	S 40°57'06" W
C13	25.00'	77°53'57"	33.99'	31.43'	S 40°58'50" W
C14	25.00'	90°00'00"	39.27'	35.36'	S 42°58'08" E
C15	49.00'	94°18'50"	80.66'	71.86'	S 40°48'43" E



LINE TABLE		
LINE	LENGTH	BEARING
L1	18.22	N 82°51'26" W
L2	17.95	N 06°20'26" E
L3	125.62	N 87°58'6" W
L5	28.11	N 02°01'52" E
L6	274.74	N 01°58'24" E
L7	155.41	S 87°58'37" E
L8	46.40	N 01°48'37" E
L9	1.00	S 88°03'55" E
L10	24.00	S 01°56'05" W
L11	1.00	N 88°3'55" W
L12	95.58	S 01°48'37" W
L13	204.59	N 87°58'40" W
L14	274.74	S 01°58'24" W
L15	28.11	S 02°01'52" W
L16	125.62	S 87°58'08" E
L17	18.28	S 06°20'26" W

EXHIBIT A

0.58 ACRES
FIRELANE, ACCESS AND UTILITY EASEMENT

BEING A PORTION OF
LOT 1, BLOCK 1
ENFIELD PARK ADDITION
CABINET Y, PAGE 380
PLAT RECORDS, COLLIN COUNTY, TEXAS
CITY OF PLANO, TEXAS

GLENN ENGINEERING
972-717-5151
105 DECKER COURT, SUITE 910
Fax 972-717-2176
IRVING, TEXAS 75062

BTG
BUENA TIERRA GROUP
SURVEYING • CONSULTING • MANAGEMENT
400 S. INDUSTRIAL BOULEVARD, SUITE 228
EULESS, TEXAS 76040
(817) 354-1445
(817) 354-1451 (f)

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		12/6/07
Dept Signature:		City Manager		12/7/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			#5865

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A resolution of the City Council of the City of Plano, Texas, approving the dedication of a 12,496 square foot tract of land owned by the City of Plano, Texas for dedication as a water easement for Enfield Park Addition, Lot 1R, Block 1, said parcel situated in the Daniel Rowlett Survey, Abstract No. 738, in the City of Plano, Collin County, Texas, and providing an effective date.

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S):

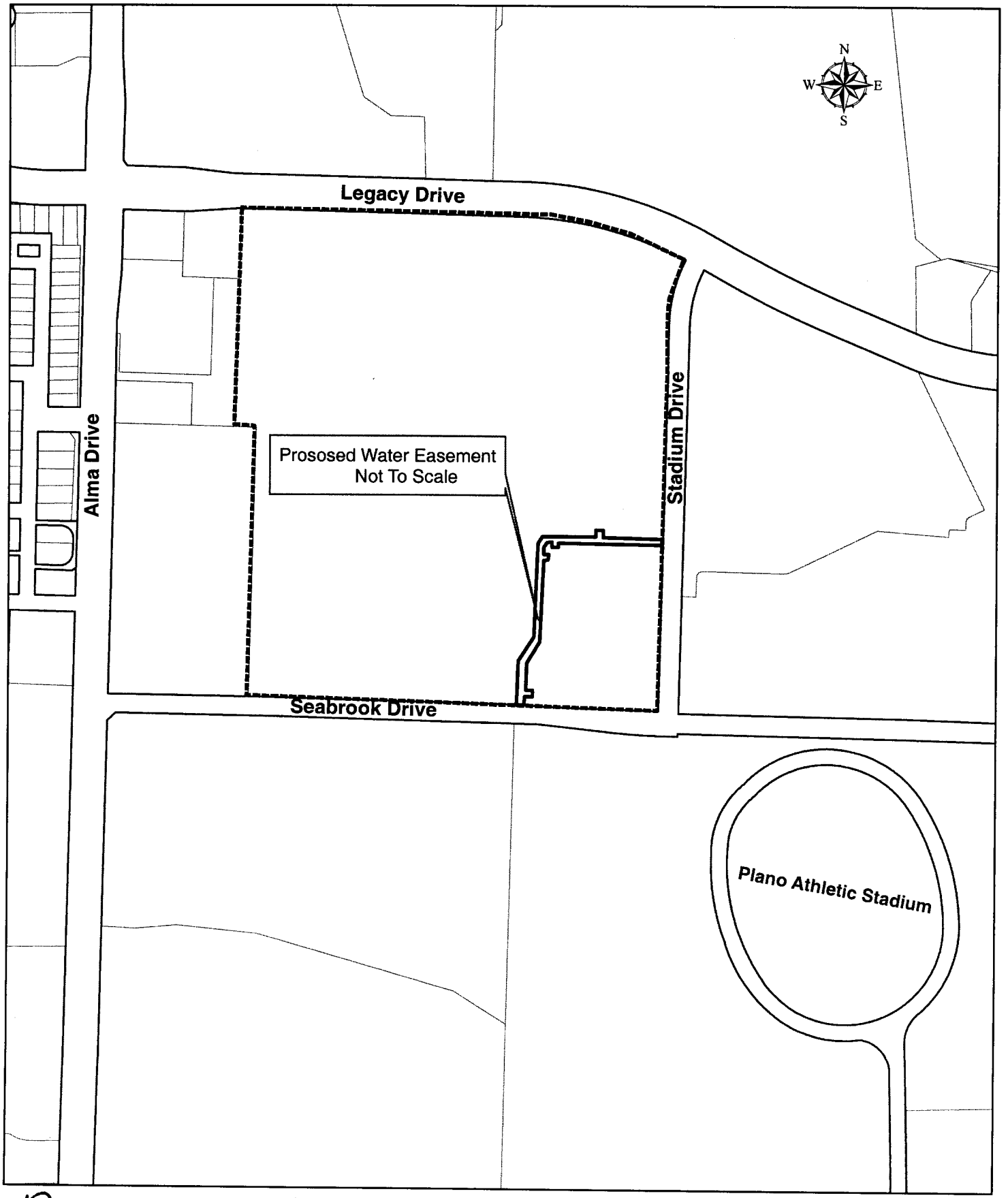
COMMENTS:

SUMMARY OF ITEM

The water easement is required to serve the Plano Sports Authority recreation facility in Enfield Park Addition, Lot 1R, Block 1.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map	n/a

ENFIELD PARK ADDITION



t.2

LOCATION MAP

11/30/07

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE DEDICATION OF A 12,496 SQUARE FOOT TRACT OF LAND OWNED BY THE CITY OF PLANO, TEXAS FOR DEDICATION AS A WATER EASEMENT FOR ENFIELD PARK ADDITION, LOT 1R, BLOCK 1, SAID PARCEL SITUATED IN THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a water easement is needed to serve Enfield Park Addition, Lot 1R, Block 1 in the City of Plano, Texas; and

WHEREAS, said water easement is described in the field notes and shown on the drawings attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, upon full review and consideration of this Resolution, and all matters attendant and related thereto, the City Council is of the opinion that the 12,496 square foot tract of land should be dedicated as water easement to serve Enfield Park Addition, Lot 1R, Block 1 and the City Manager, or in his absence his designee, shall be authorized to record this Resolution in the Real Property Records of Collin County, Texas to evidence this dedication.

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

Section I. The City Council hereby authorizes the dedication of the water easement to serve Enfield Park Addition, Lot 1R, Block 1 and determines that the dedication is acceptable and is hereby in all things approved.

Section II. The City Manager or in his absence his designee is hereby authorized to record this Resolution in the Real Property Records of Collin County, Texas to evidence this dedication.

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

DULY PASSED AND APPROVED this _____ day of _____, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

WATER LINE EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN

BEING a 0.29 acre tract, lot or parcel of land situated in the Daniel Rowlett Survey, Abstract No. 738, in the City of Plano, Collin County, Texas, and being a portion of Lot 1, Block 1, Enfield Park Addition, an addition to the City of Plano, Collin County , Texas according to the plat thereof recorded in Cabinet Y at Page 380, Plat Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1 inch iron pipe found for corner, said corner being the Southeast corner of said Lot 1, at the intersection of the north line of Seabrook Road and the west line of Stadium Drive (65 foot right-of-way), same point being the beginning of a curve to the right having a chord bearing of North 85 degrees 24 minutes 57 seconds West, a chord distance of 117.20 feet and a radius of 1312.68 feet;

THENCE along said curve to the right a distance of 117.24 feet along the north line of said Seabrook Road point for corner;

THENCE North 82 degrees 51 minutes 26 seconds West, along the north line of said Seabrook Road, a distance of 195.21 feet to a point for corner, said point being the POINT of BEGINNING;

THENCE North 82 degrees 51 minutes 26 seconds West, continuing along the north line of said Seabrook Road, a distance of 15.06 feet to a point for corner;

THENCE North 02 degrees 01 minutes 25 seconds East, departing the north line of said Seabrook Road and through the interior of said Lot 1, a distance of 113.67 feet to a point for corner;

THENCE North 43 degrees 30 minutes 07 seconds East, continuing through the interior of said Lot 1, a distance of 84.00 feet to a point for corner;

THENCE North 01 degrees 58 minutes 51 seconds East, continuing through the interior of said Lot 1, a distance of 302.27 feet to a point for corner;

THENCE North 47 degrees 00 minutes 06 seconds East, continuing through the interior of said Lot 1, a distance of 20.35 feet to a point for corner;

THENCE South 87 degrees 58 minutes 40 seconds East, continuing through the interior of said Lot 1, a distance of 173.65 feet to a point for corner;

THENCE North 02 degrees 01 minutes 25 seconds East, continuing through the interior of said Lot 1, a distance of 15.74 feet to a point for corner;

THENCE South 87 degrees 58 minutes 35 seconds East, continuing through the interior of said Lot 1, a distance of 15.00 feet to a point for corner;

THENCE South 02 degrees 01 minutes 25 seconds West, continuing through the interior of said Lot 1, a distance of 15.74 feet to a point for corner;

THENCE South 87 degrees 58 minutes 40 seconds East, continuing through the interior of said Lot 1, a distance of 67.27 feet to a point for corner, said point being in the west line of said Stadium Drive;

THENCE South 01 degrees 56 minutes 05 seconds West, along the west line of said Stadium Drive, a distance of 15.00 feet to a point for corner;

THENCE North 87 degrees 58 minutes 40 seconds West, departing the west line of said Stadium Drive and through the interior of said Lot 1, a distance of 227.25 feet to a point for corner;

THENCE South 00 degrees 35 minutes 42 seconds East, continuing through the interior of said Lot 1, a distance of 10.78 feet to a point for corner;

THENCE South 89 degrees 24 minutes 18 seconds West, continuing through the interior of said Lot 1, a distance of 15.00 feet to a point for corner;

THENCE North 00 degrees 35 minutes 42 seconds East, continuing through the interior of said Lot 1, a distance of 11.47 feet to a point for corner;

THENCE North 87 degrees 58 minutes 40 seconds West, continuing through the interior of said Lot 1, a distance of 7.47 feet to a point for corner,

THENCE South 47 degrees 00 minutes 06 seconds West, continuing through the interior of said Lot 1, a distance of 7.92 feet to a point for corner;

THENCE South 01 degrees 58 minutes 51 seconds West, continuing through the interior of said Lot 1, a distance of 16.51 feet to a point for corner;

EXHIBIT A

0.29 ACRES
WATER LINE
EASEMENT

BEING A PORTION OF
LOT 1, BLOCK 1
ENFIELD PARK ADDITION
CABINET Y, PAGE 380
PLAT RECORDS, COLLIN COUNTY, TEXAS
CITY OF PLANO, TEXAS

GLENN ENGINEERING
972-717-5151
105 DECKER COURT, SUITE 910
Fax 972-717-2176
IRVING, TEXAS 75062

B T G

BUENA TIERRA GROUP
SURVEYING • CONSULTING • MANAGEMENT
400 S. INDUSTRIAL BOULEVARD, SUITE 228
EULESS, TEXAS 76040
(817) 354-1446
(817) 354-1461 (f)

WATER LINE EASEMENT

THENCE South 87 degrees 58 minutes 35 seconds East, continuing through the interior of said Lot 1, a distance of 12.43 feet to a point for corner,

THENCE South 02 degrees 01 minutes 25 seconds West, continuing through the interior of said Lot 1, a distance of 15.00 feet to a point for corner,

THENCE North 87 degrees 58 minutes 35 seconds West, continuing through the interior of said Lot 1, a distance of 12.42 feet to a point for corner,

THENCE South 01 degrees 58 minutes 51 seconds West, continuing through the interior of said Lot 1, a distance of 270.23 feet to a point for corner,

THENCE South 43 degrees 30 minutes 07 seconds West, continuing through the interior of said Lot 1, a distance of 84.00 feet to a point for corner,

THENCE South 02 degrees 01 minutes 25 seconds West, continuing through the interior of said Lot 1, a distance of 79.48 feet to a point for corner,

THENCE South 87 degrees 58 minutes 28 seconds East, continuing through the interior of said Lot 1, a distance of 21.47 feet to a point for corner,

THENCE South 02 degrees 01 minutes 25 seconds West, continuing through the interior of said Lot 1, a distance of 20.46 feet to a point for corner,

THENCE North 87 degrees 58 minutes 35 seconds West, continuing through the interior of said Lot 1, a distance of 21.47 feet to a point for corner,

THENCE South 02 degrees 01 minutes 25 seconds West, continuing through the interior of said Lot 1, a distance of 9.39 feet to the POINT of BEGINNING and containing 12,496 square feet or 0.29 acres of computed land.

William P. Price, R.P.L.S. No. 3047

STATE OF TEXAS
REGISTERED
William P. Price
3047
PROFESSIONAL
LAND SURVEYOR

12.407

EXHIBIT A

0.29 ACRES
WATER LINE
EASEMENT

BEING A PORTION OF
LOT 1, BLOCK 1
ENFIELD PARK ADDITION
CABINET Y, PAGE 380
PLAT RECORDS, COLLIN COUNTY, TEXAS
CITY OF PLANO, TEXAS

GLENN ENGINEERING
105 DECKER COURT, SUITE 910 IRVING, TEXAS 75062
972-717-5151 Fax 972-717-2176

BTG
BUENA TIERRA GROUP
SURVEYING • CONSULTING • MANAGEMENT
400 S. INDUSTRIAL BOULEVARD, SUITE 228 EULESS, TEXAS 76040
(817) 354-1446 (817) 354-1461 (f)

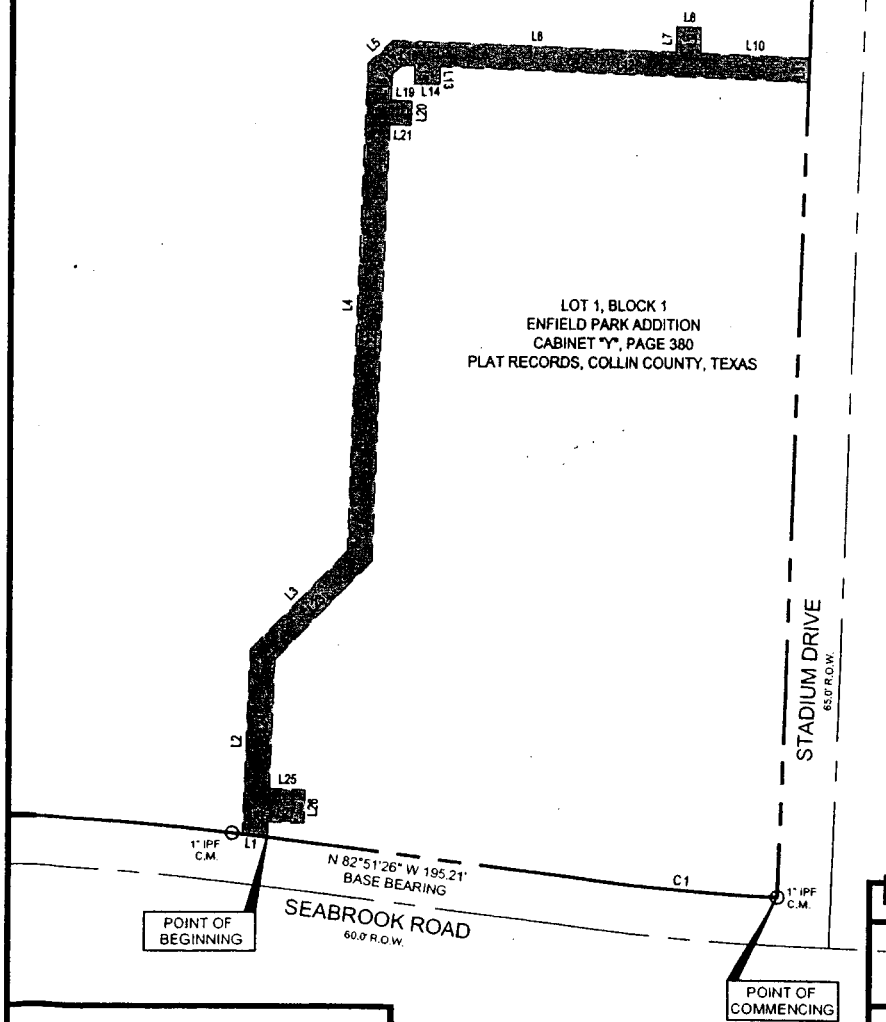
t-6

WATER LINE EASEMENT

PAGE 3 OF 3

CURVE TABLE					
CURVE	R=	D=	L=	LC=	CB=
C1	1312.68'	05°07'02"	117.24'	117.20'	N 85°24'57" W

Scale 1" = 100'



LINE TABLE		
LINE	LENGTH	BEARING
L1	15.06	N 82°51'26" W
L2	113.67	N 02°01'25" E
L3	84.00	N 43°30'07" E
L4	302.27	N 1°58'51" E
L5	20.35	N 47°00'06" E
L6	173.65	S 87°58'40" E
L7	15.74	N 02°01'25" E
L8	15.00	S 87°58'35" E
L9	15.74	S 02°01'25" W
L10	67.27	S 87°58'40" E
L11	15.00	S 01°56'05" W
L12	227.25	N 87°58'40" W
L13	10.78	S 0°35'42" E
L14	15.00	S 89°24'18" W
L15	11.47	N 0°35'42" W
L16	7.47	N 87°58'40" W
L17	7.92	S 47°00'06" W
L18	16.51	S 01°58'51" W
L19	12.43	S 87°58'35" E
L20	15.00	S 02°01'25" W
L21	12.42	N 87°58'35" W
L22	270.23	S 01°58'51" W
L23	84.00	S 43°30'7" W
L24	79.48	S 2°1'25" W
L25	21.47	S 87°58'28" E
L26	20.46	S 2°1'25" W
L27	21.47	N 87°58'35" W
L28	9.39	S 2°1'25" W

EXHIBIT A

0.29 ACRES
WATER LINE
EASEMENT

BEING A PORTION OF
LOT 1, BLOCK 1
ENFIELD PARK ADDITION
CABINET Y, PAGE 380
PLAT RECORDS, COLLIN COUNTY, TEXAS
CITY OF PLANO, TEXAS

GLENN ENGINEERING
972-717-5151
105 DECKER COURT, SUITE 910
Fax 972-717-2176
IRVING, TEXAS 75062

B T G

BUENA TIERRA GROUP
SURVEYING • CONSULTING • MANAGEMENT
400 S. INDUSTRIAL BOULEVARD, SUITE 228
EULESS, TEXAS 76040
(817) 354-1445
(817) 354-1461 (F)

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget C.S.	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/2007	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:		City Manager		12/10/07
Agenda Coordinator (include phone #):	**Brianna Alvarado X7479**			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND CADBURY ADAMS USA, LLC., A DELWARE LIMITED LIABILITY CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	9,043,750	0	**9,043,750**
Amount Committed by Council	0	-637,000	-856,250	**-1,493,250**
This Item	0	-224,000	0	**-224,000**
BALANCE	0	**8,182,750**	-856,250	**7,326,500**

FUND(S):

COMMENTS: The Business Personal Property is estimated to have an approximate taxable value of not less than $2,500,000.

SUMMARY OF ITEM

A request by Cadbury Adams USA LLC, for an economic development incentive for the transfer or creation of 140 additional jobs.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND CADBURY ADAMS USA, LLC., A DELWARE LIMITED LIABILITY CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and Cadbury Adams USA LLC., a Delaware Limited Liability Corporation to promote state and local economic development and to stimulate business and commercial activity in the City and County, a substantial copy of which is attached hereto and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 18th day of December 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Cadbury Adams USA LLC a Delaware Limited Liability Corporation, (hereinafter referred to as the ("Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of consumer products and services; and

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

WHEREAS, Company agrees to occupy 40,000 square feet of office space located at 6900 North Dallas Parkway, Plano, Texas 75024 (the "Property"); Two Million Five Hundred thousand Dollars ($2,500,000.00) in new personal property improvements, and to retain, transfer or create 140 full time jobs to the Property by September 1, 2007 and maintain those positions for the full term of the agreement; and

WHEREAS, the investment in new personal property and the creation or transfer of 140 full time jobs at occupancy to the City of Plano will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I
Definitions

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

"Commencement Date" shall mean the earlier of the occupancy of the Property or September 1, 2007, whichever occurs first.

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

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue until August 31, 2012, unless sooner terminated as provided herein.

Article III
Obligations of Company

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

(a) Invest Two Million Five Hundred Thousand Dollars ($2,500,000.00) in new personal property improvements on the Property on or before September 1, 2007; and

(b) Retain, create or transfer 140 job equivalents to the Property on or before September 1, 2007.

(c) Use reasonable efforts to utilize Plano hotels as preferred locations for any Company sponsored events that involve over-night stays.

Article IV
Economic Development Grant

4.01 **Grant**. The City agrees to provide the Company a one-time cash grant of Two Hundred and Twenty Four Thousand Dollars ($224,000.00) to defray moving and relocation expenses from Company's current offices to the Property and the retention, transfer or creation of 140 full time positions to the Property by September 1, 2007.

4.02 **Grant Payments**. Except as otherwise indicated, payment under this Agreement shall be paid within thirty (30) days after the Company completes the real and personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has met its obligations as set forth in Article III above.

4.03 **Refunds.**

(a) In the event the Company allows new job equivalents at the Property to fall below the required numbers for 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, Company shall refund to City an amount equal to One Thousand Six Hundred Dollars ($1,600.00) for each job equivalent that falls below the required numbers. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2008 and by January 31 of each year thereafter during the term of this agreement the actual number of full time job equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment.

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

Article V
Termination

5.01 This Agreement terminates upon any one or more of the following:

(a) By mutual written agreement of the parties;

(b) Upon expiration of the Term;

(c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30 day period shall be extended if the default is of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and

(d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination**. The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

Article VI
Miscellaneous

6.01 **Binding Agreement**. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

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

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

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

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K

P.O. Box 860358
Plano, TX 75086-0358

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

If intended for the Company: (if before relocation)
Cadbury Adams USA LLC
Attention: Mr. Paul Malton
P.O. Box 869077
Plano, TX 75086-9077

If intended for the Company (if after relocation)
Cadbury Adams USA LLC
Attention: Mr. Todd Blevins
6900 North Dallas Parkway, Suite 500
Plano, TX 75024

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

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

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

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

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

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

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

6.12 **Dispute Resolution**. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this 18th day of December, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: _____

Diane Zucco, CITY SECRETARY

Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

CADBURY ADAMS USA LLC
a Delaware Corporation

_____

By: _____
James Reed
Executive Vice President of Finance

EXHIBIT "A"

CERTIFICATE OF COMPLIANCE

I hereby certify that CADBURY ADAMS USA LLC has hired/transferred/retained 140 full time job equivalents and is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. _____(R) as of _____, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

CADBURY ADAMS USA LLC
a Delaware Limited Liability Corporation

By: _____
Name: Todd Blevins
Title: Vice President, Americas Business Services

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

CERTIFICATE OF COMPLIANCE

I hereby certify that CADBURY ADAMS USA LLC is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of _____. The term of this Agreement is _____, 200__ through _____, 200__. The number of new, transferred or retained job equivalents maintained pursuant to the Agreement for the previous twelve month period ending _____, 200__ is _____. If the number herein reported is below the number required to be maintained pursuant the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section _____ of the Agreement. This form is due on _____ of each year this Agreement is in force.

ATTEST:

CADBURY ADAMS USA LLC
a Delaware Limited Liability Corporation

_____

By: _____
Todd Blevins
Vice President, Americas Business Services

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☒ Consent ☐ Regular ☐ Statutory		Reviewed by Budget C.S.	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/2007	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:	John McGrane	City Manager		12/6/07
Agenda Coordinator (include phone #):	**Brianna Alvarado X7479**			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND LIFEPORT INC., A WASHINGTON CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	9,043,750	0	**9,043,750**
Amount Committed by Council	0	-637,000	-856,250	**-1,493,250**
This Item	0	-50,000	0	**-50,000**
BALANCE	0	**8,356,750**	-856,250	**7,750,500**
FUND(S):				

COMMENTS: The Business Personal Property is estimated to have an approximate taxable value of not less than $350,000.

SUMMARY OF ITEM

A request by Lifeport Inc., a Washington Corporation, for an economic development incentive for the transfer of 20 full time jobs, and the creation of 20 additional jobs.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND LIFEPORT INC., A WASHINGTON CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and Lifeport Inc., a Washington Corporation to promote state and local economic development and to stimulate business and commercial activity in the City and County, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 18th day of December 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Lifeport Inc. a Washington Corporation, (hereinafter referred to as the ("Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of design and manufacturing of custom aircraft interior and components; and

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

WHEREAS, Company agrees to invest Two Hundred Thousand Dollars ($200,000.00) in real property improvements by occupying 38,000 square feet of office space located at 2801 Technology Drive, Plano, Texas 75074 (the "Property"); Four Hundred Thousand Dollars ($400,000.00) in new business personal property improvements, retain or transfer 20 full time jobs from within the City to the Property by January 31, 2008 and employ an additional 20 full time job equivalent positions by December 31, 2009; and

WHEREAS, the investment in new real and personal property and the retention or transfer of 20 full time jobs at occupancy and the employment of a combined total of 40 full time equivalent positions by December 31, 2009 to the City of Plano will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I
Definitions

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

"Commencement Date" shall mean the earlier of the occupancy of the Property or December 1, 2007, whichever occurs first.

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

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue until December 31, 2012, unless sooner terminated as provided herein.

Article III
Obligations of Company

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

(a) Complete construction and occupancy of the "Property" on or before December 1, 2007 at a cost of not less than Two Hundred Thousand Dollars ($200,000.00) Dollars;

(b) Invest Four Hundred Thousand Dollars ($400,000.00) in new business personal property improvements on the Property on or before December 1, 2007; and

(c) Retain or transfer 20 job equivalents from locations within the City of Plano to the Property on or before December 1, 2007; employ an additional 20 full time job equivalent positions by December 31, 2009 for a combined total of 40 full time job equivalents; and maintain these 40 job equivalents during the term of this agreement.

Article IV
Economic Development Grant

4.01 **Grant**. The City agrees to provide the Company a one-time cash grant of Fifty Thousand Dollars ($50,000.00) to defray moving and relocation expenses from Company's current offices to the Property and the retention or transfer of 20 full time positions from within the City to the Property by December 1, 2007 and the additional employment of 20 full time job equivalent positions by December 31, 2009 at the Property.

4.02 **Grant Payments**. Except as otherwise indicated, payment under this Agreement shall be paid within thirty (30) days after the Company completes the real and personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has met its obligations as set forth in Article III (a), (b) and the initial 20 jobs in (c) above.

4.03 **Refunds.** (a) In the event the Company allows retained and new job equivalents at the Property to fall below - 40 for 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, Company shall refund to City an amount equal to One Thousand Two Hundred and Fifty Dollars ($1,250.00) for each job equivalent that falls below 40. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2010 and by January 31 of each year thereafter during the term of this agreement the actual number of full time job equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment.

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

Article V
Termination

5.01 This Agreement terminates upon any one or more of the following:

(a) By mutual written agreement of the parties;

(b) Upon expiration of the Term;

(c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30 day period shall be extended if the default of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and

(d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination**. The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

Article VI
Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

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

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

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

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

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

If intended for the Company: (if before relocation)
LifePort, Inc.
Attention: Mr. Gary K. Darley
1610 Heritage Street
Woodland, WA 98674

If intended for the Company (if after relocation)
LifePort, Inc.
Attention: Mr. Gary K. Darley
2801 Technology Drive
Plano, TX 75074

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

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

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

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

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

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

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

6.12 **Dispute Resolution**. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this _____the day of December, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

_____
Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

_____

LIFEPORT, INC., a Washington Corporation

By: _____
Gary K. Darley
CEO

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that _____ has hired/transferred/retained _____ full time job equivalents and is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. _____(R) as of _____, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

LIFEPORT, INC a Washington Corporation

By: _____
Name: Gary K. Darley
Title: CEO

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that _____ is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of _____. The term of this Agreement is _____, 200__ through _____, 200__. The number of new, transferred or retained job equivalents maintained pursuant to the Agreement for the previous twelve month period ending _____, 200__ is _____. If the number herein reported is below the number required to be maintained pursuant the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section _____ of the Agreement. This form is due on _____ of each year this Agreement is in force.

ATTEST:

LIFEPORT , INC a Washington Corporation

_____

By: _____
Gary K. Darley
CEO

_____
Date

NOTE:

This Certificate of Compliance should be mailed to:

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

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		12/6/07
Dept Signature:		City Manager		12/7/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)			#5458

ACTION REQUESTED: ☒ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

An ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain fifteen foot (15') sanitary sewer easement being situated in the Grizzell Kennedy survey, Abstract Number 499, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, RH of Texas Limited Partnership., to the extent of its interest; authorizing the City Manager, or in his absence an Executive Director, to execute any documents deemed necessary; and providing an effective date.

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S):

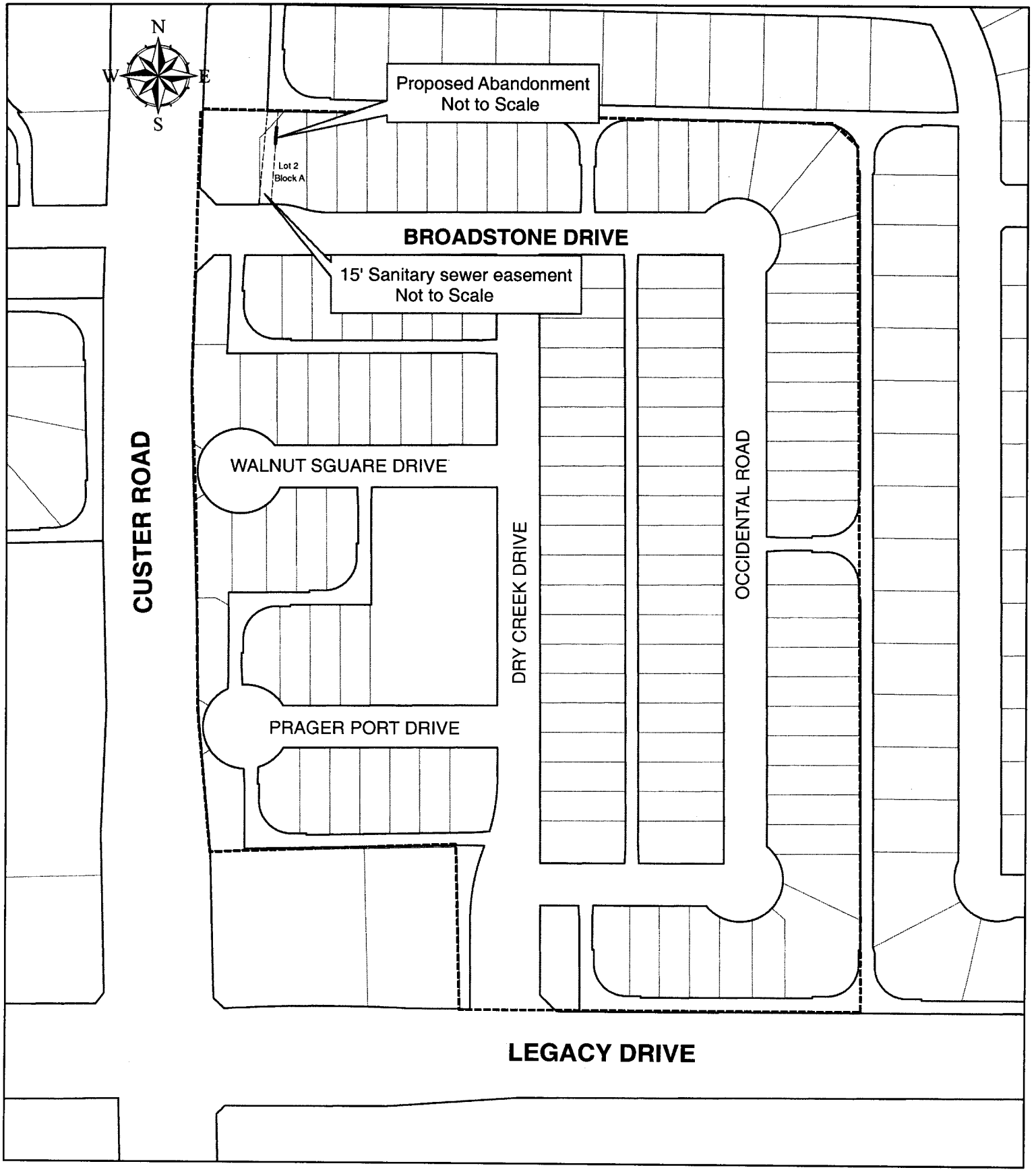
COMMENTS:

SUMMARY OF ITEM

The proposed 1' x 20' sanitary sewer abandonment will facilitate the construction of a patio home on Lot 2, Block A, Village at Legacy.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map	n/a

VILLAGE AT LEGACY



W-2

LOCATION MAP

11/30/07

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO A PORTION OF THAT CERTAIN FIFTEEN FOOT (15') SANITARY SEWER EASEMENT BEING SITUATED IN THE GRIZZELL KENNEDY SURVEY, ABSTRACT NUMBER 499, WHICH IS LOCATED WITHIN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH EASEMENT TO THE ABUTTING PROPERTY OWNER, RH OF TEXAS LIMITED PARTNERSHIP, TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain fifteen foot (15') sanitary sewer Easement (hereinafter called "Easement") being situated in the Grizzell Kennedy Survey, Abstract Number 499, which is located within the City Limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" (without attached Exhibits) and made a part hereof by reference; and

WHEREAS, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the abutting Property Owner; and has advised that the Easement should be abandoned;

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

Section I. All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the abutting Property Owner in accordance with its respective interests. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager, or in his absence an Executive Director, is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easement.

Section III. The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

Section IV. This Ordinance shall become effective immediately upon its passage as set forth below.

DULY PASSED AND APPROVED this the 18th day of December, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
ABANDONMENT 1' x 20' SANITARY SEWER EASEMENT
THE GRIZZELL KENNEDY SURVEY, ABSTRACT NO. 499
CITY OF PLANO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Grizzell Kennedy Survey, Abstract No. 499, City of Plano, Collin County, Texas, and being a portion of Village of Legacy, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet P, Page 941 of the Map Records of Collin County, Texas, with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the east right of way line of Custer Road, a variable width right of way, and being a southwest corner of Covington Square Addition, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet G, Page 296 of the Map Records of Collin County, Texas and being in the northwest corner of Village at Legacy;

THENCE South 02°45'11" West, with the east right of way line of Custer Road, a distance of 91.83 feet to a point at the corner clip of Broadstone Drive, variable width right of way, for corner;

THENCE South 43°31'57" East, with said corner clip, a distance of 27.64 feet to a point at in the north right of way line of Broadstone Drive for corner;

THENCE South 89°49'04" East, with the north right of way line of Broadstone Drive, a distance of 66.20 feet to a point in the east line of a 15 foot sanitary sewer easement for corner;

THENCE North 04°19'22" East, with the east line of a 20 foot sanitary sewer easement, a distance of 56.29 feet to the POINT OF BEGINNING ;

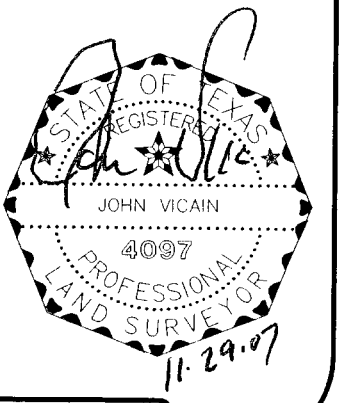
THENCE North 85°40'38" West, a distance of 1.00 feet to a point for corner;

THENCE North 04°19'22" East, a distance of 20.00 feet to a point for corner;

THENCE South 85°40'38" East, a distance of 1.00 feet to a point for corner;

THENCE South 04°19'22" West, a distance of 20.00 feet to the POINT OF BEGINNING and containing 20 square feet more or less.

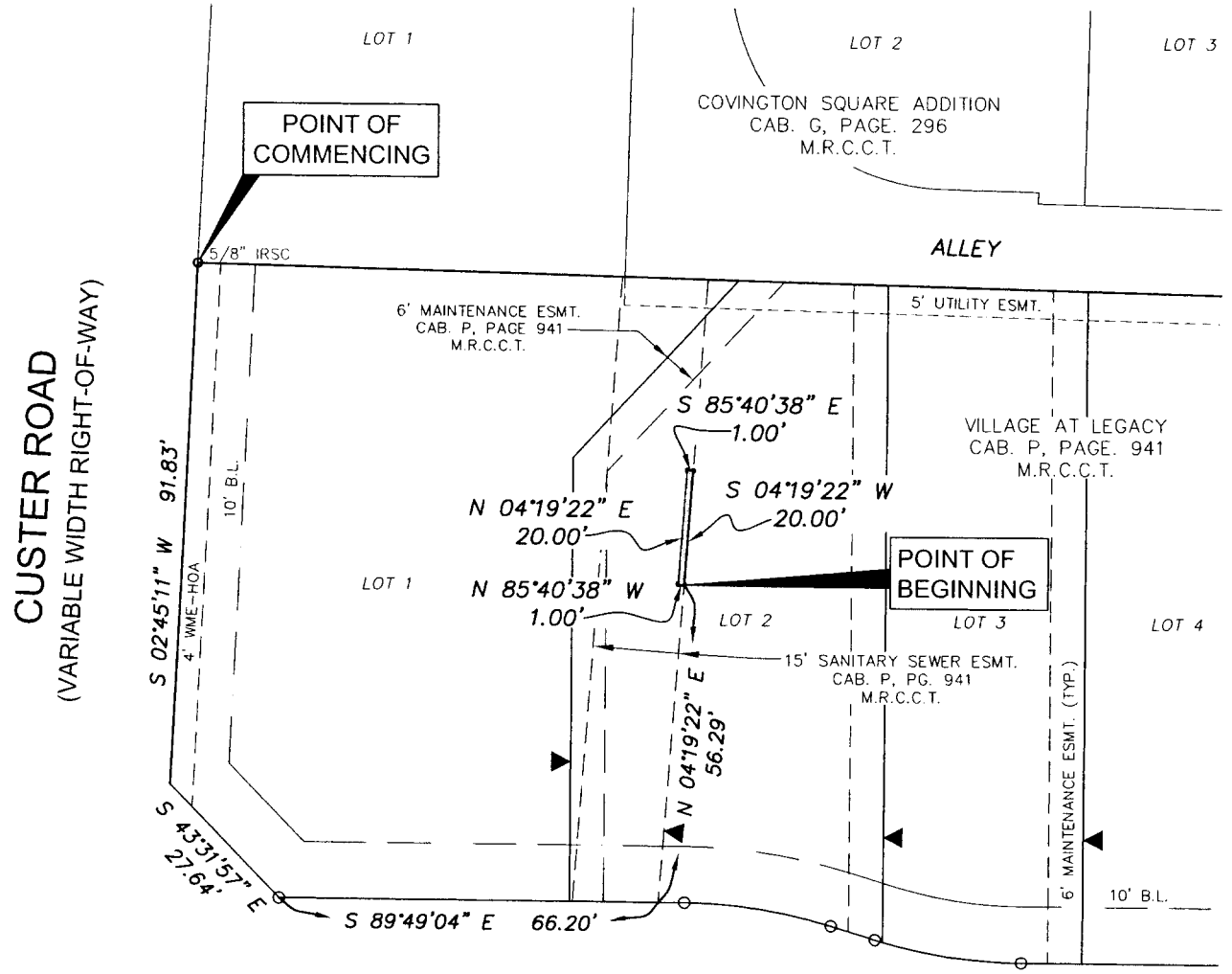
Bearing system based upon the Texas Coordinate System of 1983, North Central Zone (Grid Azimuth)



Kimley-Horn and Associates, Inc.

W-5

EXHIBIT "A"
ABANDONMENT 1' x 20' SANITARY SEWER EASEMENT
THE GRIZZELL KENNEDY SURVEY, ABSTRACT NO. 499
CITY OF PLANO, COLLIN COUNTY, TEXAS



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

LEGEND:
IRF = IRON ROD FOUND
IRSC = IRON ROD SET WITH "KHA" CAP
WME-HOA = WALL MAINTENANCE EASEMENT TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION
B.L. = BUILDING LINE
ESMT. = EASEMENT
M.R.C.C.T. = MAP RECORDS OF COLLIN COUNTY, TEXAS
◀ = DENOTES "0" LOT LINE SIDE

File: G:\SURVEY\63879001\ABAND SS ESMT.dwg [Sheet: 1] 11/29/2007 2:29pm
xrefs: x-EY-UTIL x-Contours xut mages: aerial.jpg

Kimley-Horn and Associates, Inc.

W-6

EXHIBIT "B"

PETITION FOR ABANDONMENT

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting an existing 15' Sanitary Sewer Easement [*description and location of Easement*] (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:
To allow the construction of a proposed patio home that encroaches less than 1.0 foot into an existing 15' Sanitary Sewer Easement.

2. The following public interest will be served as a result of the abandonment:
To serve the public by avoiding the encroachment into an existing easement.

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.

4. If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as **Exhibit "B"**.

5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.

6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**

W-7

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:
RH of TEXAS LIMITED PARTNERSHIP a Maryland Limited Partnership
By: RYLAND HOMES OF TEXAS, INC. a Texas Corporation.

8. Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "C".**

9. Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as **Exhibit "D".**

[Remainder of page blank]

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

RH of TEXAS LIMITED PARTNERSHIP
a Maryland Limited Partnership
By: RYLAND HOMES OF TEXAS, INC.
a Texas Corporation

_____
Typed Name of Owner

17855 North Dallas Parkway, Suite 200

_____
Address

Dallas, Texas 75287

_____
City, State and Zip

Dated: 12-05-2007

_____
Signature of Owner

Contact Person for Property Owners:

Name: Mark Donnelly

Phone No: 972-629-8218

FOR DEPARTMENTAL USE ONLY

The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- [X] The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- [ ] The Easement consists of streets or alleys, owned in fee or used by easement;
- [ ] The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- [ ] The Easement contains land that the City wants to have developed by an independent foundation;
- [ ] The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.

Engineering Department
City of Plano, Texas

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget C.S.	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal JW	☒ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:	John McGrane	City Manager	JM	12/10/07
Agenda Coordinator (include phone #):	**Brianna Alvarado X7479**			

ACTION REQUESTED: ☒ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER public hearing

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 112 FOR A TAX ABATEMENT CONSISTING OF A 6.829 ACRE TRACT OF LAND LOCATED APPROXIMATELY AT THE NORTHEAST CORNER OF DALLAS NORTH TOLLWAY AND TENNYSON PARKWAY, IN THE CITY OF PLANO, TEXAS ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S): GENERAL

COMMENTS: The fiscal impact is contingent upon the value of improvements made to the property. Currently, the Real Property is estimated to have an approximate taxable value of not less than $2,500,000. The Business Personal Property is estimated to have an approximate taxable value of not less than $2,500,000. The Proposed Real Property and Business Property tax abatement on the improvements will begin January 1, 2008 and continue to December 31, 2012, and will be equal to 50% for five (5) years.

SUMMARY OF ITEM

This is related to the Cadbury Adams USA LLC, request for tax abatement. This Ordinance creates the geographical zone in which Council will hold a Public Hearing earlier on the same Agenda date. Notice of Public Hearing to be published on December 8, 2007.

NOTICE OF PUBLIC HEARING

The City Council of the City of Plano will hold a Public Hearing in the Council Chamber of the Municipal Building, 1520 Avenue K, at 7:00 p.m. on Tuesday, December 18th, 2007, to consider the creation of Reinvestment Zone No. 112 in accordance with V.T.C.A., Tax Code §312.201, as amended for the purpose of considering tax abatement. Said Reinvestment Zone No. 112 being a 6.829 acre tract of land situated in the Henry Cook Survey, Abstract No. 183, in the City of Plano, Collin County, Texas, and being all of Lot 1R, Block A of REPLAT OF LOT 1R , BLOCK A OF TWO LEGACY TOWN CENTER, an Addition to the City of Plano, Texas, according to the Map or Plat thereof recorded in Cabinet Q at Page 51 of the Map Records of Collin County, Texas, and with said premises being more particularly described by metes and bounds on file in the Finance Department.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 112 FOR A TAX ABATEMENT CONSISTING OF A 6.829 ACRE TRACT OF LAND LOCATED APPROXIMATELY AT THE NORTHEAST CORNER OF DALLAS NORTH TOLLWAY AND TENNYSON PARKWAY, IN THE CITY OF PLANO, TEXAS ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for retail tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 18th day of December, 2007, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

Section I. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section II. Definitions. For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.

b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.

c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.

d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

Section III. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and

b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and

c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and

to the land included in the zone and the improvements sought are feasible and practical; and

d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and

e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 112, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2008.

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

a) Be located wholly within the zone as established herein.

b) Have a minimum expenditure on personal property improvements equal to or greater than **Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00).**

c) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

d) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.

e) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

Section VII. Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of business personal property (personalty) value from taxation as approved hereunder as shown below:

a) Duration of Exemption – five (5) consecutive tax years beginning with and including the January 1, 2008 assessment date.

b) Share of taxes abated - percentage of taxes on total value of appraised Personal Property and Improvements at the rate of: 50% for the years 2008, 2009, 2010, 2011, and 2012.

Section VIII. Any written agreements authorized under this Ordinance must include provisions for:

a) Listing the kind, number and location of all proposed improvements of the property;

b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements;

c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and

d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

Section IX. If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section X. This Ordinance shall become effective from and after its date of passage.

DULY PASSED AND APPROVED this 18th day of December, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 112
Real Property
Metes and Bounds

Being a tract of land situated in the Henry Cook Survey, Abstract No. 183, in the City of Plano, Collin County, Texas, and being all of Lot 1R, Block A of REPLAT OF LOT 1R, BLOCK A OF TWO LEGACY TOWN CENTER, an Addition to the City of Plano, Texas, according to the Map or Plat thereof recorded in Cabinet Q at Page 51 of the Map Records of Collin County, Texas, and being more particularly described by metes and bounds as follows (bearings based upon the east right-of-way line of Dallas North Tollway, recorded in Cabinet N, Page 861 of the Map Records of Collin County, Texas):

BEGINNING at a 1-inch iron rod with plastic cap stamped "KHA" found at the intersection of the north right-of-way line of Tennyson Parkway (a variable width public right-of-way), recorded in Cabinet F, Page 527 of the Map Records of Collin County, Texas, with the east right-of-way line of the Dallas North Tollway (a variable width right-of-way), same being the most westerly southwest corner of beforementioned Lot 1R, Block A;

THENCE in a northerly direction with the east right-of-way line of said Dallas North Tollway and the west line of said Lot 1R, Block A, the following courses and distances to wit:

--North 00°10'35" West, a distance of 117.35 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for corner;
--North 05°00'13" East, a distance of 125.98 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for corner;
--North 01°31'30" East, a distance of 232.07 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for the westerly corner of the cutback line at the intersection of said Dallas North Tollway and Daniel Road (a 54-foot wide public right-of-way) recorded in Cabinet M, Page 47 of the Map Records of Collin County, Texas, same being the most westerly northwest corner of said Lot 1R, Block A;

THENCE with said cutback line North 45°45'45" East, a distance of 21.49 feet to a 1-inch iron rod with plastic cap stamped "KHA" found in the south right-of-way line of said Daniel Road for the easterly corner of said cutback line, same being the most northerly northwest corner of said Lot 1R, Block A;

THENCE due East, with said south right-of-way line of Daniel Road and the north line of said Lot 1R, Block A, a distance of 523.25 feet to a concrete monument with aluminum disk found for corner at the intersection of said Daniel Road and Bishop Road (a 60-foot wide public right-of-way), recorded in Cabinet M, Page 47 of the Map Records of Collin County, Texas, same being the northeast corner of Lot 1R, Block A;

THENCE due South, with the west right-of-way line of said Bishop Road, a distance or 543.27 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for the easterly corner of the cutback line at the intersection of said Bishop Road and said Tennyson Parkway, same being the most easterly southeast corner of said Lot 1R, Block A;

THENCE with said cutback line, South 45°06'56" West, a distance of 21.17 feet to a 1-inch iron rod with plastic cap stamped "KHA" found in the northerly right-of-way line of said Tennyson Parkway for the westerly corner of said cutback line, same being the most southerly southeast corner of said Lot 1R, Block A;

THENCE with said north right-of-way line of Tennyson Parkway, the following courses and distances to wit:

--North 89°46'07" West, a distance of 54.75 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for corner;

--North 85°57'12" West, a distance of 285.63 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for corner;
--North 89°46'07" West, a distance of 150.00 feet to a concrete monument with aluminum disk found for the easterly corner of the cutback line at the intersection of said Tennyson Parkway and said Dallas North Tollway, same being the most southerly southwest corner of said Lot 1R, Block A;

THENCE with said cutback line, North 46°58'45" West, a distance of 69.47 feet to the **POINT OF BEGINNING** and containing 6.829 acres (297,464 square feet) of land, more or less.

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	FINANCE		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:	John McGrane	City Manager	JM	12/10/07
Agenda Coordinator (include phone #):	**Brianna Alvarado x7479**			

ACTION REQUESTED: ☐ ORDINANCE ☒ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT
☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, AND CADBURY ADAMS USA, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S): GENERAL

COMMENTS: The Business Personal Property is estimated to have an approximate taxable value of not less than $2,500,000 The real property is estimated to have an approximate taxable value of not less $2,500,000 The proposed Business Personal Property tax abatement on the improvements will begin January 1, 2008 and continue through the year 2012, and will be equal to 50% for five (5) years.

SUMMARY OF ITEM

A request by Cadbury Adams USA, LLC, for a Tax Abatment reinvestment zone 112.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE COUNTY OF COLLIN, TEXAS, AND CADBURY ADAMS USA, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas, and Cadbury Adams USA LLC, a Delaware Limited Liability Corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

Section I. The terms and conditions of the Agreement having been reviewed by the City Council of the City of Plano 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 in his absence an Executive Director, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this the 18th day of December, 2007.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A" to Resolution No. _____(R)

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

TAX ABATEMENT AGREEMENT

This Agreement is entered into by and between the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as "City;" and **Cadbury Adams USA LLC** a Delaware limited liability corporation, duly acting by and through its Senior Vice President and General Counsel, hereinafter referred to as "Lessee."

W I T N E S S E T H:

WHEREAS, on the ___ day of December, 2007, the City Council of the City of Plano, Texas, passed Ordinance No. 2007- - establishing Reinvestment Zone No. 112, for commercial/industrial tax abatement, hereinafter referred to as the "Ordinance," as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as "Act"; and

WHEREAS, the **City** has adopted a revised policy statement for Tax Abatement by Resolution No. 2007-8-27(R) stating that it elects to be eligible to participate in tax abatement (the "Policy Statement"); and

WHEREAS, the Policy Statement sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Act; and

WHEREAS, the tax abatement will maintain and enhance the commercial/industrial economic and employment base of the Plano area thereby benefit the City in accordance with the said Ordinance and Act; and

WHEREAS, the contemplated use of the Real Property, as hereinafter defined, and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 112 in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "Real Property") attached hereto and made a part hereof. At the time of this Agreement, North Dallas Town Center L.P. is the Owner of the Real Property. This Agreement shall be terminated should the Real Property not be leased by Lessee, its successors or affiliates, or should such lease be terminated during the term of this Agreement.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within Reinvestment Zone No. 112, which shall be hereinafter referred to as the "Personalty." The Personalty is presently estimated to have an approximate taxable value of Two Million Five Hundred Thousand Dollars ($2,500,000) and is or will be owned by Lessee or its affiliates. Lessee shall timely render its personal property value each year to the Central Appraisal District

3. Lessee, as owner of the Personalty, may not relocate, for purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

JOBS

4. Lessee estimates the proposed occupancy of the Real Property as shown in **EXHIBIT "B"** (the "Development") will result in the transfer of approximately 140 jobs at the Development in Plano when the office building is occupied.

IMPROVEMENTS

5. The Lessee shall occupy not less than 40,000 gross square feet of office space on the Real Property; locate Personalty on the Real Property with an approximate taxable value of not less than Two Million Five Hundred Thousand Dollars ($2,500,000); and employ thereon approximately 140 employees for the purpose of providing consumer products and services to its customers, referred to herein as the "Purposes."

DEFAULT

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

(a) Lessee allows its personal property taxes for personal property located on the Property owed the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes;

(b) Lessee fails to occupy the Improvements for the Purposes set forth in paragraph 5 above on or before December 31, 2007; or

(c) The value of Personalty placed on the Real Property on or before December 31, 2008, and maintained on the Real Property during the term of this Agreement is less than the minimum amounts set forth in paragraphs 2 above; or

(d) Lessee fails to employ at least 75% of its employee commitment as provided in paragraph 4 above; or

(e) Lessee fails to provide annual certification as required in paragraph 9 below.

(f) Lessee has been convicted of a violation under 8 U.S.C. Section 1324a (f) regarding the unlawful employment of aliens.

7. In the event that the Lessee defaults under this Agreement then the City shall give the Lessee written notice of such default and if the Lessee has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the City. Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraph 6(a) or 6 (f) above and after Lessee fails to cure same in accordance herewith, this Agreement shall immediately terminate and all taxes due after the event of default shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

8. Upon the occurrence of an event of default under Paragraph 6(a) above and after Lessee fails to cure same in accordance herewith or upon the occurrence of an event of default under Paragraph 6(f), this Agreement shall immediately terminate with respect to the tax abatements attributable to the Personalty and all taxes, including previously abated taxes which would have been paid to the City without the benefit of this Agreement, shall become due and owing to the City, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

9. On or before the 1st day of November of each calendar year during the term of this Agreement, the Lessee, or its successors or assigns, must provide annual certification (substantially in the form attached as **EXHIBIT "C"** hereto) to the Governing Body of the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

10. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by Lessee unless written permission is first granted by the City, which permission shall be at the reasonable discretion of the City, except under the following conditions:

(a) Assignment to an affiliate of Lessee is permissible;

(b) A transfer or assignment of this Agreement by Lessee to successors or assigns is permissible wherein the successors or assigns agree to be bound by the terms of this

Agreement and Lessee shall continue to conduct business on the subject premises, and shall remain the primary tenant.

However, Lessee agrees to give written notice to the City of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) hereof.

ABATEMENT PROVISIONS

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

(a) The tax abatements as to Personalty, as provided for herein, shall be for a period of five (5) tax years, from January 1, 2008, through December 31, 2012.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty (50%) of the value of the Personalty for each tax year from January 1, 2008, through December 31, 2012.

(c) The Lessee shall have the right to protest and/or contest any assessment of the Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breech of this agreement if assessed values fall below those in paragraphs 2 and 5 as a result of a Lessee filed protest and/or contest.

NOTICE

12. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Mr. Thomas H. Muehlenbeck
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

With copy to:

City of Plano
Attention: Ms. Diane C. Wetherbee

City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

For Lessee by notice to:

Cadbury Adams USA LLC
Attention: Mr. Todd Blevins
Vice President, Americas Business Services
6900 North Dallas Parkway, Suite 500
Plano, Texas 75024

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

13. The Lessee further agree that the City, its agents and employees, shall have reasonable right (upon reasonable prior notice to Lessee) to access the Real Property to inspect the Personalty in order to insure that the location of the Personalty is in accordance with this Agreement and all applicable federal, state, and local laws and regulations. During the term of this Agreement City shall have the continuing right (upon reasonable prior notice to Lessee) to inspect the Real Property and Personalty to insure that the Personalty is thereafter maintained in accordance with this Agreement.

14. It is understood and agreed between the parties that the Lessee, in performing its obligations hereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Lessee agrees to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of Lessee's default of its obligations hereunder.

15. The City represents and warrants that the Personalty does not include any property that is owned by it or its council or boards, agencies, commissions, or other entities approving, or having responsibility for the approval of this Agreement.

16. This Agreement was authorized by Resolution of the City Council at its Council meeting on the _____ day of December, 2007, authorizing the City Manager to execute the Agreement on behalf of the City.

17. This Agreement was entered into by Lessee pursuant to authority granted by its Board of Directors whereby the Executive Vice President of Finance of the corporation was authorized to execute this Agreement on behalf of Lessee.

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

19. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this ____ day of December, 2007.

ATTEST:

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

_____

Diane Zucco, CITY SECRETARY

_____

Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

_____

Diane Wetherbee, CITY ATTORNEY

ATTEST:

CADBURY ADAMS USA LLC
a Delaware limited liability corporation

_____

By: _____
James Reed
Executive Vice President of Finance

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 112
Real Property
Metes and Bounds

STATE OF TEXAS)(
COUNTY OF COLLIN)(

OWNER'S CERTIFICATE

WHEREAS NORTH DALLAS TOWN CENTER, LP, is the owner of a tract of land situated in the Henry Cook Survey, Abstract No. 183, in the City of Plano, Collin County, Texas, and being all of Lot 1R, Block A of REPLAT OF LOT 1R, BLOCK A OF TWO LEGACY TOWN CENTER, an Addition to the City of Plano, Texas, according to the Map or Plat thereof recorded in Cabinet Q at Page 51 of the Map Records of Collin County, Texas, and being more particularly described by metes and bounds as follows (bearings based upon the east right-of-way line of Dallas North Tollway, recorded in Cabinet N, Page 861 of the Map Records of Collin County, Texas):

BEGINNING at a 1-inch iron rod with plastic cap stamped "KHA" found at the intersection of the north right-of-way line of Tennyson Parkway (a variable width public right-of-way), recorded in Cabinet F, Page 527 of the Map Records of Collin County, Texas, with the east right-of-way line of the Dallas North Tollway (a variable width right-of-way), same being the most westerly southwest corner of beforementioned Lot 1R, Block A;

THENCE in a northerly direction with the east right-of-way line of said Dallas North Tollway and the west line of said Lot 1R, Block A , the following courses and distances to wit:

--North 00°10'35" West, a distance of 117.35 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for corner;
--North 05°00'13" East, a distance of 125.98 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for corner;
--North 01°31'30" East, a distance of 232.07 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for the westerly corner of the cutback line at the intersection of said Dallas North Tollway and Daniel Road (a 54-foot wide public right-of-way), recorded in Cabinet M, Page 47 of the Map Records of Collin County, Texas, same being the most westerly northwest corner of said Lot 1R, Block A;

THENCE with said cutback line, North 45°45'45" East, a distance of 21.49 feet to a 1-inch iron rod with plastic cap stamped "KHA" found in the south right-of-way line of said Daniel Road for the easterly corner of said cutback line, same being the most northerly northwest corner of said Lot 1R, Block A;

THENCE due East, with said south right-of-way line of Daniel Road and the north line of said Lot 1R, Block A, a distance of 523.25 feet to a concrete monument with aluminum disk found for corner at the intersection of said Daniel Road and Bishop Road (a 60-foot wide public right-of-way), recorded in Cabinet M, Page 47 of the Map Records of Collin County, Texas, same being the northeast corner of Lot 1R, Block A;

THENCE due South, with the west right-of-way line of said Bishop Road, a distance of 543.27 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for the easterly corner of the cutback line at the intersection of said Bishop Road and said Tennyson Parkway, same being the most easterly southeast corner of said Lot 1R, Block A;

THENCE with said cutback line, South 45°06'56" West, a distance of 21.17 feet to a 1-inch iron rod with plastic cap stamped "KHA" found in the northerly right-of-way line of said Tennyson Parkway for the westerly corner of said cutback line, same being the most southerly southeast corner of said Lot 1R, Block A;

THENCE with said north right-of-way line of Tennyson Parkway, the following courses and distances to wit:

--North 89°46'07" West, a distance of 54.75 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for corner;
--North 85°57'12" West, a distance of 285.63 feet to a 1-inch iron rod with plastic cap stamped "KHA" found for corner;
--North 89°46'07" West, a distance of 150.00 feet to a concrete monument with aluminum disk found for the easterly corner of the cutback line at the intersection of said Tennyson Parkway and said Dallas North Tollway, same being the most southerly southwest corner of said Lot 1R, Block A;

THENCE with said cutback line, North 46°58'45" West, a distance of 69.47 feet to the **POINT OF BEGINNING** and containing 6.829 acres (297,464 square feet) of land, more or less.

EXHIBIT "B"
THE DEVELOPMENT
REINVESTMENT ZONE NO. 112

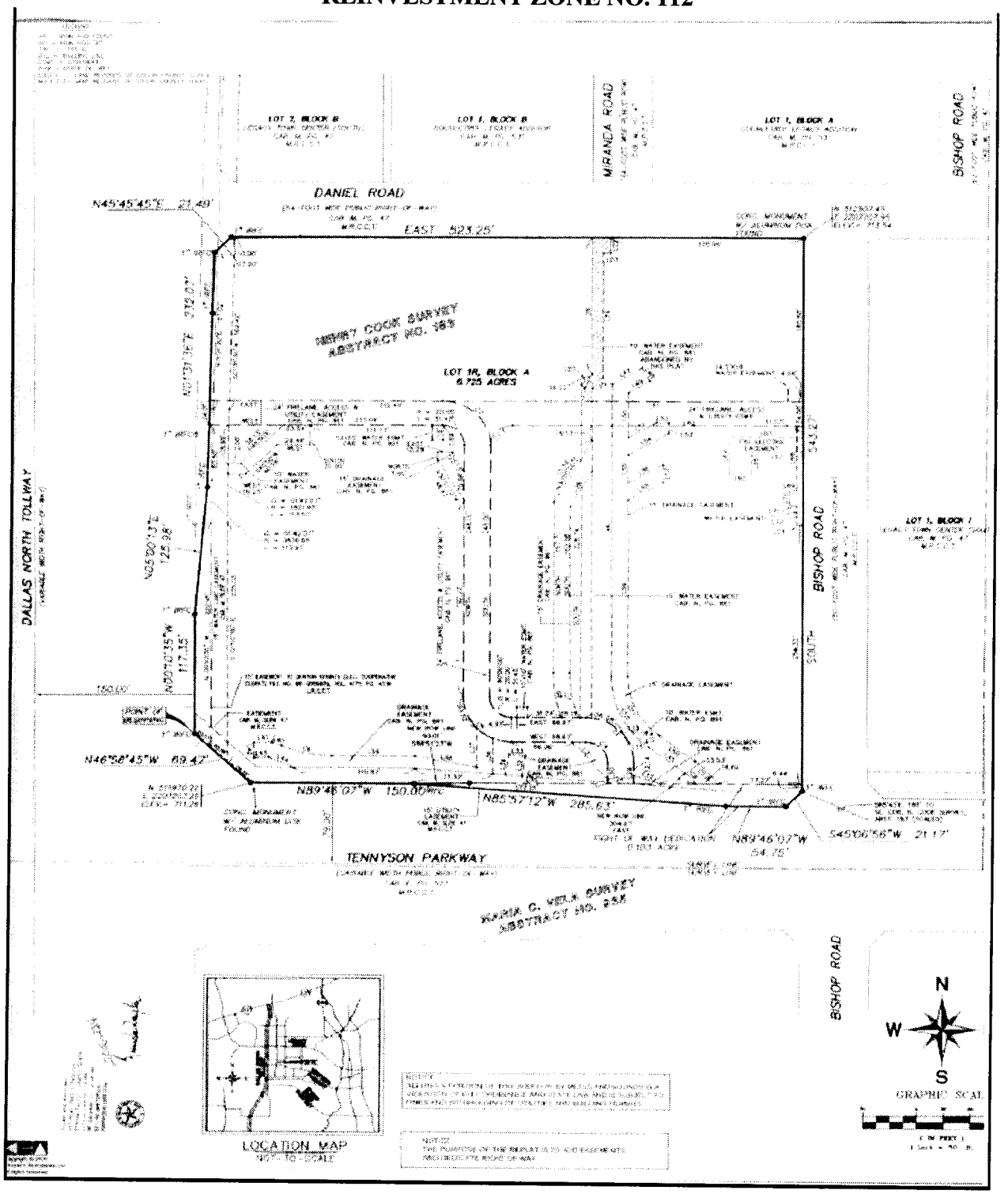


EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 112

This letter certifies that Cadbury Adams USA LLC is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____(R) as of December _____, 2007. The term of this agreement is January 1, 2008, through December 31, 2012. This form is due on November 1 of each year this tax abatement is in force.

ATTEST:

CADBURY ADAMS USA LLC
a Delaware limited liability corporation

_____

By: _____
Todd Blevins
Vice President, Americas Business Services

_____
Date

NOTE: This certification form should be mailed to: **City of Plano**
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

DATE: December 4, 2007

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of December 3, 2007

AGENDA ITEM NO. 7A - PUBLIC HEARING
ZONING CASE 2007-55
APPLICANT: CENCOR REALTY SERVICES

DESCRIPTION:

Request to amend Planned Development-185-Regional Commercial development standards on 14.8± acres located at the northeast corner of Parker Road and Dallas North Tollway. Zoned Planned Development-185-Regional Commercial. Tabled 10/19/07.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

1) A maximum of ~~250~~265 multifamily residential dwelling units shall be allowed by right.

2) Site Design:

a. The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Road to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be ~~ten~~22 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum sidewalk clearance and/or distance to curb line of a street of public way of five feet is maintained.

b. First floor uses shall be nonresidential except for lobbies for residential uses which may be on the first floor. Residential dwelling units shall be located on second or higher floors.

c. Building Materials - First floor exterior elevations of buildings and parking structures shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the façade elevation. Interior elevations concealed by buildings/parking garages shall be exempt from material standards but shall be consistent in color and finish with the building/parking structure. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the east/west fire lane into the regional theater shall comply with the building material requirements of the RC zoning district.

3) Area, Yard, and Bulk Requirements:

a. Minimum Building Height - For buildings that front along the north/south pedestrian-oriented private roadway and along the east/west fire lane of the regional theater property to the north, the minimum building height shall be two stories, 30 feet.

b. Maximum Building Height ~~- 6 stories, 90 feet.~~ The maximum height for a hotel use is eight stories, 120 feet; for all other structures, other than parking structures, the maximum height is six stories, 100 feet. The maximum height for parking structures is 52 feet with no maximum number of levels. The parking structures shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level. Visual barriers shall be installed to cover any openings between parking levels of a parking structure for openings that both (i) face a residential use east of Parkwood Boulevard directly across from the property, and (ii) are located above the third level of the parking structure. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking structure facades that both (i) face a residential use east of Parkwood Boulevard directly across from the property, and (ii) are located above the third level of the parking structure.

c. Maximum Building Setback - For buildings that front along the north/south pedestrian-oriented private roadway and along the east/west fire ~~l and~~lane of the regional theater property to the north only, a minimum of 60% of the first floor facade shall be set back no more than ~~40~~ 50 feet from the outside edge of the travel lanes.

d. Setback and Height Adjacent to Residential - Setbacks from Parkwood Boulevard, adjacent to residential uses, shall be a minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive. Conversely, the allowed height of a main building, parking structure, or accessory building, at a certain setback, would be equal to one-third the setback plus 30 feet. Structures with hotel uses are exempt from this additional setback adjacent to residential uses.

4) Landscaping:

a. The required 30 foot landscape edge along the Dallas North Tollway frontage road and Parkwood Boulevard only may be reduced to ~~25 feet in width provided the reduction in landscape area is reallocated adjacent to buildings fronting~~ ten feet in width along (i) Parkwood Boulevard commencing at a point no less than 50 feet south of the northeastern entrance into the property from Parkwood Boulevard and extending southward along the Parkwood Boulevard right-of-way to a point no less than 50 feet north of the intersection of Parker Road and Parkwood Boulevard; and, (ii) along the Dallas North Tollway frontage road commencing at a point no less than 100 feet south of the northwestern entrance into the property form the Dallas North Tollway frontage road and extending southward along the Dallas North Tollway frontage road to a point no less than 50 feet north of the intersection of Parker Road and the Dallas North Tollway frontage road. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Section 4.604(3) shall not be required.

b. Street trees shall be provided on both sides of the north/south pedestrian-oriented private roadway ~~at a minimum distance of 60 feet on center~~. The number of trees provided shall be equal to one tree per 40 lineal feet per side of the north-south pedestrian-oriented private roadway. There is no minimum or maximum spacing between trees.

c. All other landscaping shall comply with Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District).

5) Parking:

a. Unless listed below, the minimum required parking within this PD shall comply with Section 3.1100. The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:

i. Multifamily Use – One space per bedroom.

ii. Nonresidential uses other than hotel uses – One space per 250 square feet of floor area.

b. Total required parking shall be computed on a district wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-Street Parking and Loading).

6) Signage:

a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway and building facades fronting the existing east/west fire lane of the regional theater property to the north, allowable signs must comply with Subsection 3.1605 (Downtown Sign District).

b. All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

FOR CITY COUNCIL MEETING OF: December 18, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

xc: Haggard Enterprises Ltd.
Gary Devler, Hodges & Associates
David Palmer, 800 Cencor Realty Services

CITY OF PLANO

PLANNING & ZONING COMMISSION

December 3, 2007

Agenda Item No. 7A

Public Hearing: Zoning Case 2007-55

Applicant: Cencor Realty Services

DESCRIPTION:

Request to amend Planned Development-185-Regional Commercial development standards on 14.8± acres located at the northeast corner of Parker Road and Dallas North Tollway. Zoned Planned Development-185-Regional Commercial. Tabled 10/19/07.

REMARKS:

This item was tabled at the November 19, 2007, Planning & Zoning Commission meeting. It must be removed from the table.

The applicant is requesting to amend Planned Development-185-Regional Commercial (PD-185-RC). The RC district is intended to provide for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions.

PD-185-RC was approved by City Council on January 8, 2007. Subsequently the applicant has proceeded with pre-leasing of the development, and has found a need to amend various development stipulations including allowable number of residential dwelling units, area, yard, and bulk requirements, landscaping, site design, and other standards of the PD. On October 1, 2007, the Planning & Zoning Commission granted a waiver to the two-year waiting period for consideration of a rezoning request. A revised preliminary site plan, Tinseltown Addition, Block A, Lot 1, accompanies this request.

PROPOSED PD-185-RC AMENDMENTS

Following is a discussion of the requested stipulations of PD-185-RC. Proposed additions are indicated by underlined text; deletions are indicated by strikethrough text. Staff's assessments of the proposed amendments are indicated in italicized text.

1) A maximum of ~~250~~265 multifamily residential dwelling units shall be allowed by right.

The requested increase in the number of units is insignificant, and staff concurs with this requested change.

2) Site Design:

a. The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Road to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be ~~ten~~22 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum sidewalk clearance and/or distance to curb line of a street of public way of five feet is maintained.

The increase in sidewalk width will provide greater area for outdoor seating, amenities, and pedestrian activity. Staff supports this amendment.

b. First floor uses shall be nonresidential except for lobbies for residential uses which may be on the first floor. Residential dwelling units shall be located on second or higher floors.

The request for residential lobbies on the ground floor is a common design element of urban living. Staff supports this change.

c. Building Materials - First floor exterior elevations of buildings and parking structures shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the façade elevation. Interior elevations concealed by buildings/parking garages shall be exempt from material standards but shall be consistent in color and finish with the building/parking structure. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the east/west fire lane into the regional theater shall comply with the building material requirements of the RC zoning district.

The amendment proposes to exempt interior building and parking structure elevations from the RC district materials requirement. The district contains a provision that allows the Commission to waive material requirements if the elevations are not visible from thoroughfares. Because this is consistent with current RC district provisions, staff supports this amendment.

Application of the RC material requirements to the entire visible elevation of parking garage facades is an enhancement of the current PD's 60% requirement. Staff supports this amendment. Should the Commission view the requested decrease in setbacks and increased parking garage heights as favorable, the enhanced materials may ameliorate the increased proximity of parking garages to a residential district.

3) Area, Yard, and Bulk Requirements:

a. Minimum Building Height - For buildings that front along the north/south pedestrian-oriented private roadway and along the east/west fire lane of the regional theater property to the north, the minimum building height shall be two stories, 30 feet.

b. Maximum Building Height ~~- 6 stories, 90 feet.~~ The maximum height for a hotel use is eight stories, 120 feet; for all other structures, other than parking structures, the maximum height is six stories, 100 feet. The maximum height for parking structures is 52 feet with no maximum number of levels. The parking structures shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level. Visual barriers shall be installed to cover any openings between parking levels of a parking structure for openings that both (i) face a residential use east of Parkwood Boulevard directly across from the property, and (ii) are located above the third level of the parking structure. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking structure facades that both (i) face a residential use east of Parkwood Boulevard directly across from the property, and (ii) are located above the third level of the parking structure.

The amendment proposes to increase the maximum height of hotel buildings up to eight stories, 120 feet and for other buildings to six stories, 100 feet. This falls within the current height limits of the RC district. The amendment proposes to permit three levels of parking above the ground level uses. Effectively, this proposes to increase the allowable height of parking structures by one level. The applicant proposes visual screening of the additional level of parking. Staff has no issues with this request provided buildings and parking structures fall within the current RC building slope setback.

c. Maximum Building Setback - For buildings that front along the north/south pedestrian-oriented private roadway and along the east/west fire ~~l and~~lane of the regional theater property to the north only, a minimum of 60% of the first floor facade shall be set back no more than ~~40~~ 50 feet from the outside edge of the travel lanes.

The increase in sidewalk width will allow additional area for outdoor seating and activity. Staff supports this amendment.

d. Setback and Height Adjacent to Residential - Setbacks from Parkwood Boulevard, adjacent to residential uses, shall be a minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive. Conversely, the allowed height of a main building, parking structure, or accessory building, at a certain setback, would be equal to one-third the setback plus 30 feet. Structures with hotel uses are exempt from this additional setback adjacent to residential uses.

The RC and Regional Employment (RE) zoning districts have a graduated height slope setback for buildings, parking structures, and accessory buildings from residential zoning districts. The purpose of the slope setback is to inhibit line of sight from commercial developments to residential homes. To the east of this request across Parkwood Boulevard, the property is zoned and developed as Multifamily Residence-3 use (MF-3). The slope setback is referenced to the zoning district boundary line which is the centerline of Parkwood Boulevard. The required building setback is the greater of the distances of the residential slope setback or the base 50-foot front setback measured at the property line. By the preliminary site plan, there are four building heights proposed, 30 feet, 52 feet, 70 feet, and 120 feet. Under current RC slope setback standards, the buildings would have to be setback 50 feet, 71 feet, 125 feet, and 275 feet from the property line. By the proposed PD amendments, the distances would be 50 feet, 50 feet, 65 feet, and 215 feet from the property line.

The safeguards of the residential slope setback of the RC district were intended to keep tall commercial buildings from being in close proximity to residences. Staff does not support the amended slope setback or the exemption for hotel use from the setback.

4) Landscaping:

a. The required 30 foot landscape edge along the Dallas North Tollway frontage road and Parkwood Boulevard only may be reduced to ~~25 feet in width provided the reduction in landscape area is reallocated adjacent to buildings fronting~~ ten feet in width

along (i) Parkwood Boulevard commencing at a point no less than 50 feet south of the northeastern entrance into the property from Parkwood Boulevard and extending southward along the Parkwood Boulevard right-of-way to a point no less than 50 feet north of the intersection of Parker Road and Parkwood Boulevard; and, (ii) along the Dallas North Tollway frontage road commencing at a point no less than 100 feet south of the northwestern entrance into the property form the Dallas North Tollway frontage road and extending southward along the Dallas North Tollway frontage road to a point no less than 50 feet north of the intersection of Parker Road and the Dallas North Tollway frontage road. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Section 4.604(3) shall not be required.

Staff is not in favor of the landscape edge reduction or deletion of the meandering sidewalk. The landscape edge has been consistently maintained along Parkwood Boulevard and the Dallas North Tollway to provide a buffer between commercial and residential developments and a visual enhancement of the corridor.

b. Street trees shall be provided on both sides of the north/south pedestrian-oriented private roadway ~~at a minimum distance of 60 feet on center~~. The number of trees provided shall be equal to one tree per 40 lineal feet per side of the north-south pedestrian-oriented private roadway. There is no minimum or maximum spacing between trees.

The request proposes an increase in the number of street trees and flexibility in the spacing of the street trees. In practice, staff has found the need for flexible placement of street trees in a pedestrian-oriented development to accommodate street lights, street furniture, sidewalks, on-street parking spaces, and other characteristics of urban design. Staff supports the amendment.

c. All other landscaping shall comply with Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District).

5) Parking:

a. Unless listed below, the minimum required parking within this PD shall comply with Section 3.1100. The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:

i. Multifamily Use – One space per bedroom.

With this amendment, parking for hotel uses would be provided at the standard hotel parking ratio. Staff supports this amendment.

ii. Nonresidential uses other than hotel uses – One space per 250 square feet of floor area.

b. Total required parking shall be computed on a district wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-Street Parking and Loading).

6) Signage:

a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway and building facades fronting the existing east/west fire lane of the regional theater property to the north, allowable signs must comply with Subsection 3.1605 (Downtown Sign District).

b. All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

SUMMARY:

The applicant is requesting to amend PD-185-RC to reflect refinements to their initial proposal. Staff supports the amendments to increase the sidewalk width along the north/south roadway, first floor residential lobbies, and building heights. Staff does not support the decrease in residential slope setbacks and reduction in landscape edge.

RECOMMENDATIONS:

Recommended for approval subject to:

1. The residential slope setback of the base RC district is retained.

2. The landscape edge and meandering sidewalk provisions of the Dallas North Tollway Overlay District are retained.

Recommendation of the
Planning & Zoning Commission
December 3, 2007 Meeting
2nd Vice Chair Report

Agenda No. 7A Public Hearing & 7B Revised Preliminary Site Plan

Public Hearing: Zoning Case 2007-55

Applicant: Cencor Realty Services

Description: Request to amend Planned Development-185-Regional Commercial development standards on 14.8± acres located at the northeast corner of Parker Road and Dallas North Tollway (7A). The Revised Preliminary Site Plan incorporates the amendments proposed in Zoning Case 2007-55 (7B).

Staff Recommendation: Staff supports the amendments to increase the sidewalk width along the north/south roadway, first residential lobbies and building heights. Staff does not support the decrease in residential slope setbacks and reduction in landscape edge. Denial of any amendments would necessitate denial of the revised preliminary site plan.

Commission Action: Approved 7A by a vote of 7-0 - Development Amendments
Approved 7B by a vote of 7-0 - Revised Preliminary Site Plan

Commission Discussion:

Regarding the request to amend residential slope setbacks, Commissioners noted:

- The residential property to east of the development is high density multi-family.
- No objections to this amendment were made at the public hearing or by letter.

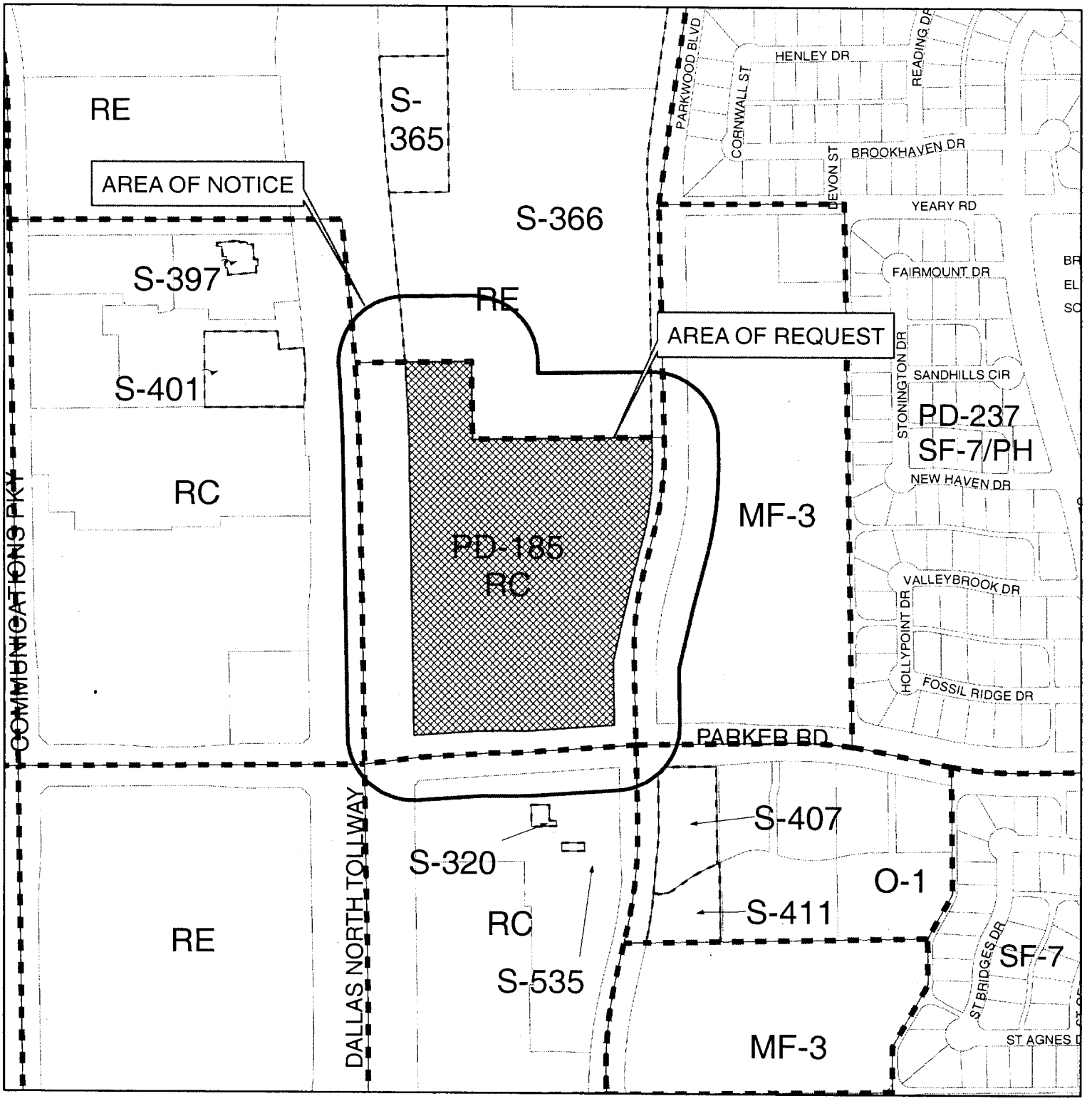
Regarding the request for reduction in landscape edge, Commissioners noted:

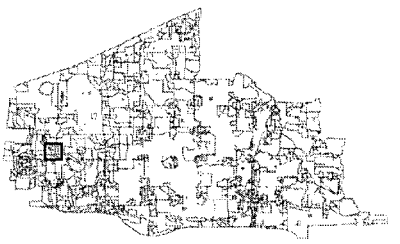
- The landscape edge on the south along Parker Road was not changed.
- The reduction of landscape width requirements on the east (Parkwood Blvd.) and west (Dallas North Tollway) vary with more landscaping provided at entrances.
- Sidewalks on the east and west are the required width; however, along Parkwood the sidewalk would not meander as required.
- No objections to this amendment were made at the public hearing or by letter.

Commissioners commented favorably on the open market design of mixed uses with a pedestrian-oriented private roadway within the project. As all the proposed development amendments were supported, the Commission approved the revised preliminary site plan.

Respectfully submitted,

Maggie Armstrong
Second Vice Chair





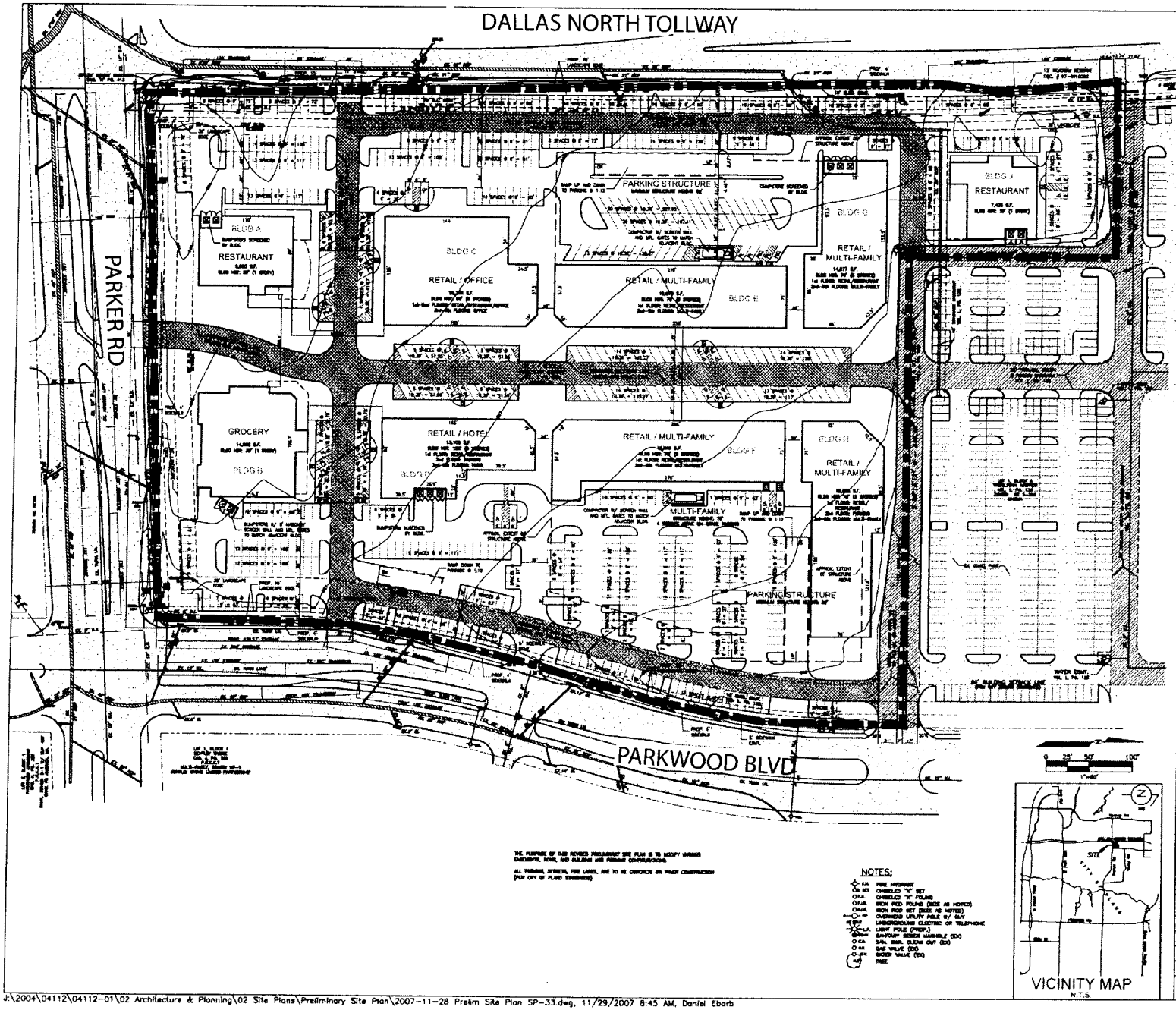
Zoning Case #: 2007-55

Existing Zoning: PLANNED DEVELOPMENT-185-REGIONAL COMMERCIAL

○ 200' Notification Buffer

3-13

3/4



SITE DATA SUMMARY TABLE	
ITEM	
	-
	PD-183-HC
	RETAIL/RESTAURANT/OFFICE/MULTI-FAMILY
	642,455
	137,205
	505,250 SQ.FT. RETAIL/RESTAURANT/OFFICE 378,000 SQ.FT. MULTI-FAMILY 883,250 SQ.FT. TOTAL
	5 (MULTI-FAMILY), 1 (RESTAURANT)
	100' (MIN. 4 STORIES OF RESIDENCE)
	31.44%
	.21
PARKING	
	1,356 SPACES REQUIRED/OFFICE 1,404 SPACES REQUIRED/RETAIL 1,418 SPACES REQUIRED/MULTI-FAMILY 3,178 SPACES REQUIRED TOTAL
	1,356 SPACES/OFFICE 1,404 SPACES/RETAIL 1,418 SPACES/MULTI-FAMILY 4,178 SPACES TOTAL
	1,381 SPACES/OFFICE 1,404 SPACES/RETAIL 1,418 SPACES/MULTI-FAMILY 4,203 SPACES TOTAL
	30
	28
	170
LANDSCAPING	
	13,140
	51,807
	33,043
	-
	98,449
	-
	-
	-
	98,449
IMPERVIOUS AREA	
	137,205
	415,457
	-
	552,662
	-
	552,662

BENCH MARK NO. 1 CITY OF PLANO MONUMENT NO. 08 – ELEVATION = 710.87'
BENCH MARK NO. 2 CITY OF PLANO MONUMENT NO. 09 – ELEVATION = 693.67'

GENERAL NOTES

1. BUILDING FLOOR ELEVATIONS SHALL BE 1 FOOT ABOVE FIRE HYDRANTS.
2. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.
3. DEPRESSED PAVEMENT AREAS SHALL BE DESIGNED AND PREPARED FOR CITY INSPECTION AND SHALL COMPLY WITH PROVISIONS OF THE CURRENT ADOPTED INTERNATIONAL BUILDING CODE.
4. FIELD-POINT WIDE SIDEWALKS SHALL BE PROVIDED 2.5 FEET OFF OF THE PROPERTY LINE WITHIN THE RIGHT-OF-WAY, UNLESS A DIFFERENT PLACEMENT IS PROVIDED FOR A MEANDERING SIDEWALK OF AT A DIFFERENCE DESIGNED AS APPROVED BY THE CITY. BARRIER-FREE RAMPS, PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS AT ALL CURB CROSSINGS.
5. MECHANICAL UNITS, DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
6. ALL SIGNAGE CONFORMED UPON APPROVAL OF BUILDING INSPECTION DEPARTMENT.
7. APPROVAL OF THIS SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
8. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
9. BUILDING FACADES WITHIN THIS DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORRIDOR DESIGN GUIDELINES.
10. OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 6-400 OF THE CODE OF ORDINANCES.
11. PLEASE CONTACT THE BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
12. ALL ELECTRICAL, TELEPHONE, DISTRIBUTION AND SERVICE LINES MUST BE UNDERGROUND.
13. USES SHALL CONFORM TO STANDARDS, LOCATIONS, AND CONSTRUCTIONS TO THE FOLLOWING PERFORMANCE STANDARDS AS SPECIFIED IN SECTION 6-1300 OF THE ZONING CODE: NOISE, RADIO AND TELEVISION INTERFERENCE, VIBRATION AND/OR OTHER PERFORMANCE STANDARDS.

THE PURPOSE OF THIS REVISED PRELIMINARY SITE PLAN IS TO MODIFY VARIOUS EASEMENTS, SIGNS, AND BUILDING AND PARKING CONFIGURATIONS.

ALL PARKING, STREETS, FIRE LANES, ARE TO BE CONCRETE OR PAVER CONSTRUCTION (PER CITY OF PLANO STANDARDS)

NOTES:
- F.H. FIRE HYDRANT
- CM IRF CHISELED "X" SET
- C.F.S. CHISELED "X" FOUND
- C.F.I.R. IRON ROD FOUND (SIZE AS NOTED)
- I.R.S. IRON ROD SET (SIZE AS NOTED)
- U.P. UNDERGROUND UTILITY POLE W/ GUY
- U.E. UNDERGROUND ELECTRIC OR TELEPHONE
- L.P. LIGHT POLE (TYP.)
- S.M.H. SANITARY SEWER MANHOLE (DS)
- S.C.O. SAN. SWR. CLEAN OUT (DS)
- G.V. GAS VALVE (DS)
- W.V. WATER VALVE (DS)
- TREE

APPLICANT	ARCHITECT
CENCOR REALTY SERVICES 3102 MAPLE AVE, SUITE 500 DALLAS, TEXAS 75201 PHONE: 214.954.0300 CONTACT: DAVID PALMER	HODGES & ASSOCIATES, P.L.L.C 15842 OMEGA DALLAS, TEXAS 75244 PHONE: 972.387.1000 CONTACT: DANIEL EBARB

REVISED PRELIMINARY SITE PLAN

LOT 1 – BLOCK A, TINSLETOWN ADDITION

NEC – DALLAS NORTH TOLLWAY & PARKER ROAD

THE CITY OF PLANO, COLLIN COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
DE	DE	11.28.07	1:50	-	PRELIM SITE PLAN SP-33	1

J:\2004\04112\04112-01\02 Architecture & Planning\02 Site Plans\Preliminary Site Plan\2007-11-28 Prelim Site Plan SP-33.dwg, 11/29/2007 8:45 AM, Daniel Ebarb

ORDINANCE NO. _____
(Zoning Case 2007-55)

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, SO AS TO AMEND 14.8± ACRES LOCATED ON LOT 1, BLOCK A OF THE TINSELTOWN ADDITION, LOCATED AT THE NORTHEAST CORNER OF PARKER ROAD AND DALLAS NORTH TOLLWAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-185-REGIONAL COMMERCIAL TO PLANNED DEVELOPMENT-185-REGIONAL COMMERCIAL; 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, 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 18th day of December, 2007, for the purpose of considering amending 14.8± acres located on Lot 1, Block A of the Tinseltown Addition, located at the northeast corner of Parker Road and Dallas North Tollway in the City of Plano, Collin County, Texas, from Planned Development-185-Regional Commercial to Planned Development-185-Regional Commercial; 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 18th day of December, 2007; and

WHEREAS, the City Council is of the opinion and finds that such amendment 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. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to amend 14.8± acres acres located on Lot 1, Block A of the Tinseltown Addition, located at the northeast corner of Parker Road and Dallas North Tollway in the City of Plano, Collin County, Texas, from Planned Development-185-Regional Commercial to Planned Development-185-Regional Commercial, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to:

1) A maximum of 265 multifamily residential dwelling units shall be allowed by right.

2) Site Design:

a. The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Road to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be 22 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum sidewalk clearance and/or distance to curb line of a street of public way of five feet is maintained.

b. First floor uses shall be nonresidential except for lobbies for residential uses which may be on the first floor. Residential dwelling units shall be located on second or higher floors.

c. Building Materials - First floor exterior elevations of buildings and parking structures shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the façade elevation. Interior elevations concealed by buildings/parking garages shall be exempt from material standards but shall be consistent in color and finish with the building/parking structure. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the east/west fire lane into the regional theater shall comply with the building material requirements of the RC zoning district.

3) *Area, Yard, and Bulk Requirements:*

a. Minimum Building Height - For buildings that front along the north/south pedestrian-oriented private roadway and along the east/west fire lane of the regional theater property to the north, the minimum building height shall be two stories, 30 feet.

b. Maximum Building Height - The maximum height for a hotel use is eight stories, 120 feet; for all other structures, other than parking structures, the maximum height is six stories, 100 feet. The maximum height for parking structures is 52 feet with no maximum number of levels. The parking structures shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level. Visual barriers shall be installed to cover any openings between parking levels of a parking structure for openings that both (i) face a residential use east of Parkwood Boulevard directly across from the property, and (ii) are located above the third level of the parking structure. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking structure facades that both (i) face a residential use east of Parkwood Boulevard directly across from the property, and (ii) are located above the third level of the parking structure.

c. Maximum Building Setback - For buildings that front along the north/south pedestrian-oriented private roadway and along the east/west fire lane of the regional theater property to the north only, a minimum of 60% of the first floor facade shall be set back no more than 50 feet from the outside edge of the travel lanes.

d. Setback and Height Adjacent to Residential - Setbacks from Parkwood Boulevard, adjacent to residential uses, shall be a minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive. Conversely, the allowed height of a main building, parking structure, or accessory building, at a certain setback, would be equal to one-third the setback plus 30 feet. Structures with hotel uses are exempt from this additional setback adjacent to residential uses.

4) *Landscaping:*

a. The required 30 foot landscape edge along the Dallas North Tollway frontage road and Parkwood Boulevard only may be reduced to ten feet in width along (i) Parkwood Boulevard commencing at a point no less than 50 feet south of the northeastern entrance into the property from Parkwood Boulevard and extending southward along the Parkwood Boulevard right-of-way to a point no less than 50 feet north of the intersection of Parker Road and Parkwood Boulevard; and, (ii) along the Dallas North Tollway frontage road commencing at a point no less than 100 feet south of the northwestern entrance into the property form the Dallas North Tollway frontage road and extending southward along the Dallas North Tollway frontage road to a point no less than 50 feet north of the intersection of Parker Road and the Dallas North Tollway frontage road. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Section 4.604(3) shall not be required.

b. Street trees shall be provided on both sides of the north/south pedestrian-oriented private roadway. The number of trees provided shall be equal to one tree per 40 lineal feet per side of the north-south pedestrian-oriented private roadway. There is no minimum or maximum spacing between trees.

c. All other landscaping shall comply with Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District).

5) *Parking:*

a. Unless listed below, the minimum required parking within this PD shall comply with Section 3.1100. The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:

i. Multifamily Use – One space per bedroom.

ii. Nonresidential uses other than hotel uses - one space per 250 square feet of floor area.

b. Total required parking shall be computed on a district wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-Street Parking and Loading).

6) *Signage:*

a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway and building facades fronting the existing east/west fire lane of the regional theater property to the north, allowable signs must comply with Subsection 3.1605 (Downtown Sign District).

b. All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

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

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

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

PASSED AND APPROVED THIS THE 18TH DAY OF DECEMBER, 2007.

_____
Pat Evans, MAYOR

ATTEST:

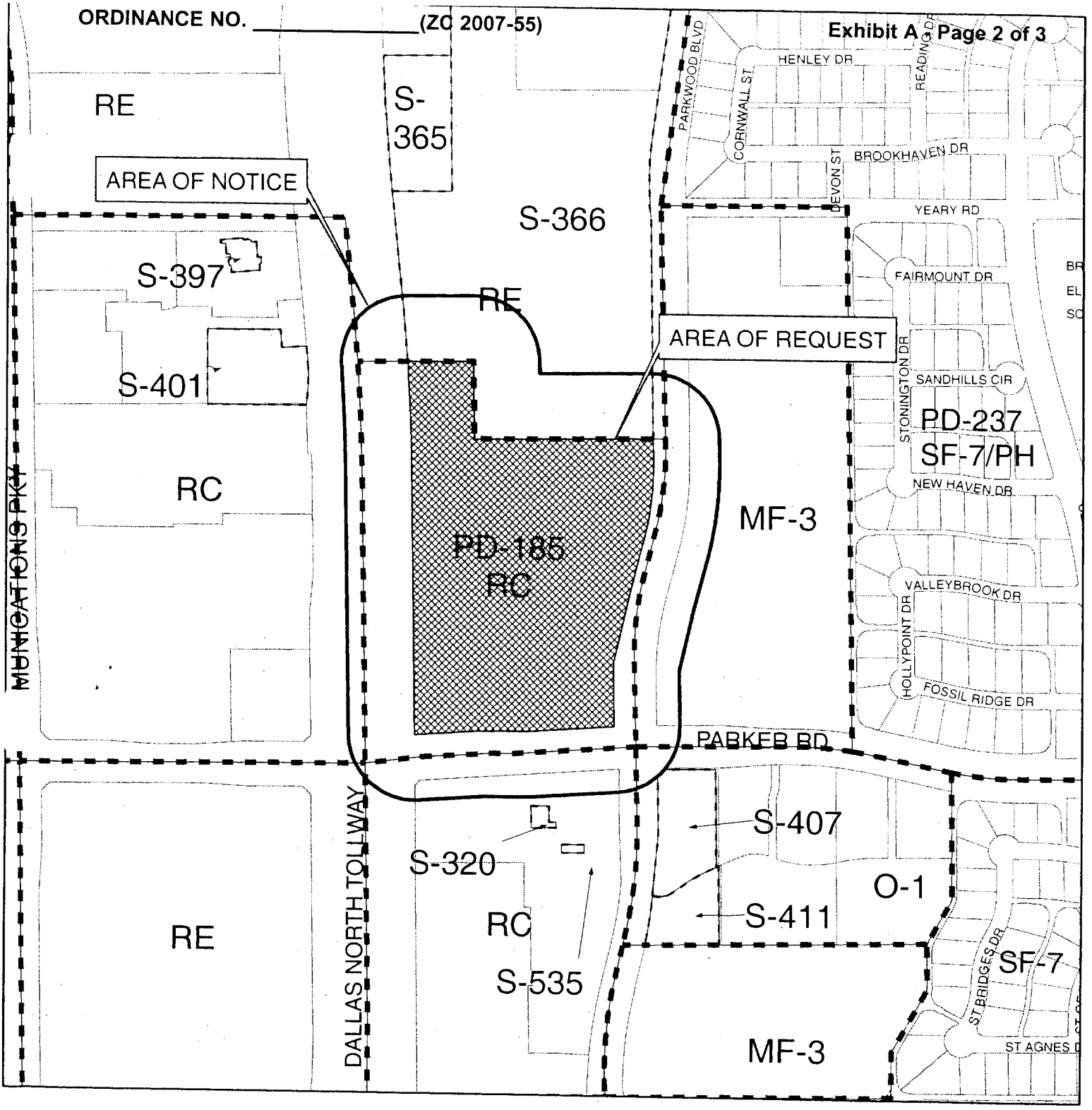
_____
Diane Zucco, CITY SECRETARY

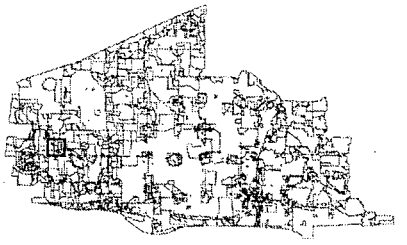
APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1, Block A, Tinseltown Addition.



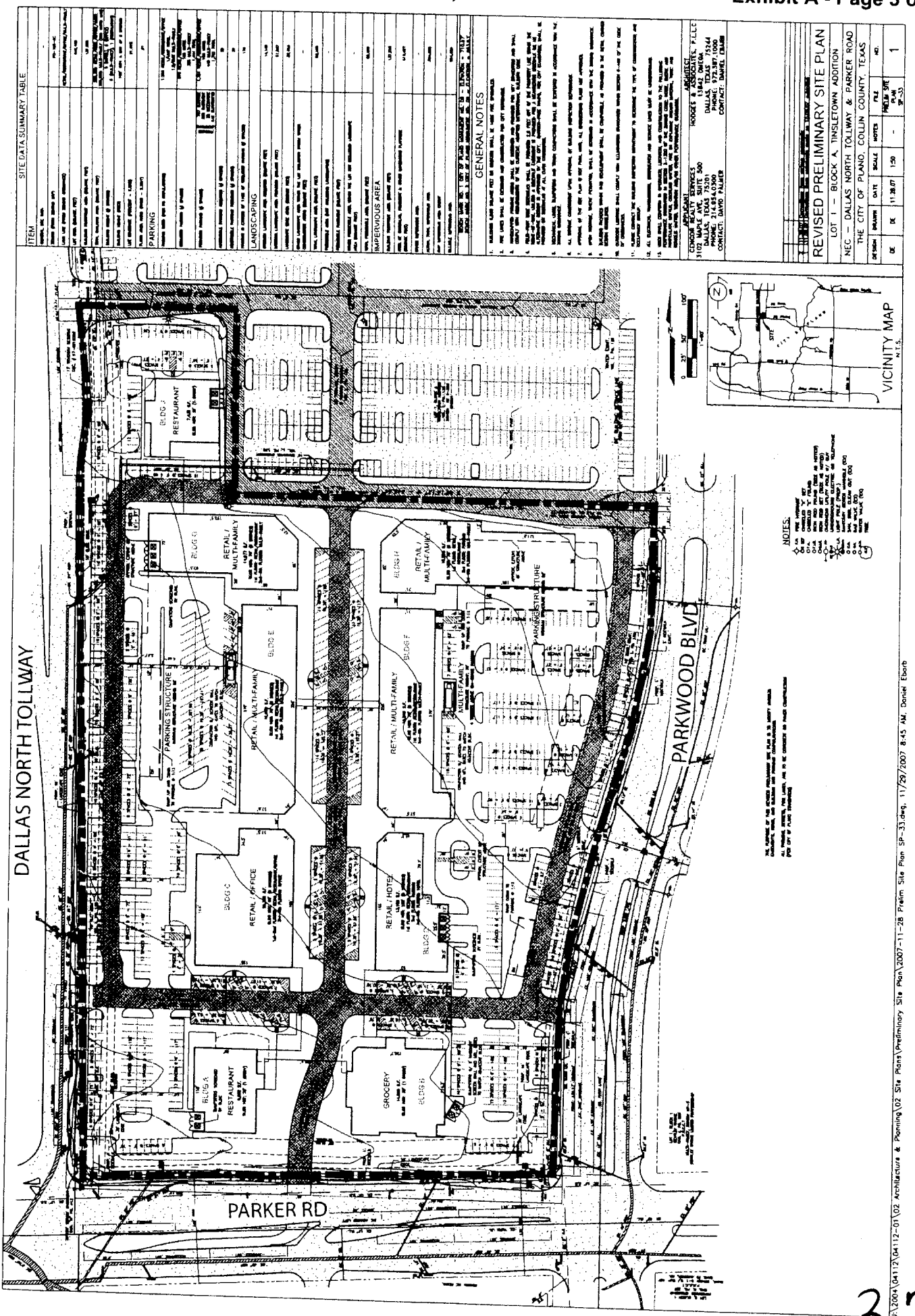


Zoning Case #: 2007-55

Existing Zoning: PLANNED DEVELOPMENT-185-REGIONAL COMMERCIAL

○ 200' Notification Buffer

3-22


DALLAS NORTH TOLLWAY
PARKWOOD BLVD
PARKER RD
SITE DATA SUMMARY TABLE
GENERAL NOTES
VICINITY MAP
REVISED PRELIMINARY SITE PLAN
LOT 1 - BLOCK A, TINSLETOWN ADDITION
NEC - DALLAS NORTH TOLLWAY & PARKER ROAD
THE CITY OF PLANO, COLLIN COUNTY, TEXAS
RETAIL / OFFICE
RETAIL / HOTEL
RETAIL / MULTI-FAMILY
MULTI-FAMILY
PARKING STRUCTURE
RESTAURANT
GROCERY

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☒ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	12/18/07	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Fire Department		Initials	Date
Department Head	Hugo Esparza	Executive Director		12.12.07
Dept Signature:		City Manager		12/12/07
Agenda Coordinator (include phone #):	**Cindy Pierce, ext. 7121**			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER BRIEFING

CAPTION

Status report regarding compliance with pending ISO evaluation.

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	0	0	**0**
BALANCE	0	0	0	**0**

FUND(S):

COMMENTS:

SUMMARY OF ITEM

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