

## PLANO CITY COUNCIL

**WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON DECEMBER 19, 2006, 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 10 min. |
| II.  | Litigation   |   |                   |
|      | A.           | Daniel St. Clair v. City of Plano, et. al.                    | Huynh 10 min.     |
| III. | Personnel    |   |                   |
|      | A.           | Evaluation of Council Appointees                              | Council 10 min.   |

### **PRELIMINARY OPEN MEETING**

- |      |   |  |         |
|------|---|--|---------|
| I.   | Consideration and action resulting from Executive Session discussion: | Council                                | 5 min.  |
| II.  | Personnel Appointments  | Council                                | 5 min.  |
|      | A.  | Senior Citizens Advisory Board         |         |
|      | B.  | Community Relations Commission - Chair |         |
| III. | Mobility Report   | Neal                                   | 5 min.  |
| IV.  | Continued Discussion and Direction re City Employee Health Clinic     | Hogan                                  | 10 min. |
| V.   | Discussion and Direction re Combined Charitable Giving Campaign       | Hogan                                  | 5 min.  |
| VI.  | Council items for discussion/action on future agendas                 | Council                                | 5 min.  |
| VII. | Consent and Regular Agenda  | Council                                | 5 min.  |

- |       |   |         |        |
|-------|---|---------|--------|
| VIII. | 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 19, 2006

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Boy Scout Troop 285

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p>* <b><u>PERFORMANCE BY THE PLANO SENIOR HIGH SCHOOL GIRLS CHOIR</u></b></p> <p>* <b><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></b></p> <p>Presentation: Youth Advisory Commission Chairperson Special Award for the 2006 Christmas Parade</p> <p>* <b><u>OATHS OF OFFICE</u></b></p> <p><u>Community Relations Commission</u> Pamela S. Harvey</p> <p><u>Self Sufficiency Committee</u> Cathie Stanford Alexander</p> <p><b><u>THE CITY SECRETARY RECEIVES SPEAKER CARDS AT THE BEGINNING OF THE MEETING</u></b></p> <p>* <b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b></p> <p><b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(a) <b>Bid No. 2007-19-B</b> for Steel Signal Pole Assembly to Union Metal Corporation in the amount of \$67,968.</p> <p>(b) <b>Bid No. 2007-6-B</b> for Steel Signal Pole Assembly to ReliaPOLE Solutions, Inc. in the amount of \$118,280.</p> <p>(c) <b>Bid No. 2007-29-P</b> for the Sanitary Sewer Rehabilitation Requirements Contract 2006, Project No. 5766 to Miller Pipeline Company in the amount of \$1,992,370.</p> <p>(d) <b>Bid No. 2007-38-B</b> for 2006-07 Arterial Concrete Pavement Rehabilitation Project, Jupiter Road and 18<sup>th</sup> Street to Jerusalem Corporation in the amount of \$596,975. This project involves the replacement of arterial street paving, curb and gutter, sidewalk repair and barrier free ramp construction on Jupiter Road between Spring Creek Parkway and Park Boulevard and on 18<sup>th</sup> Street between G Avenue and P Avenue.</p> <p><b>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).</b></p> <p>(e) To approve the purchase of six (6) Unmarked Police Chevrolet Impala Sedans in the amount of \$105,582 from Caldwell Country Chevrolet through an existing contract/agreement with Tarrant County Joint Venture Cooperative Purchase Program, and authorizing the City Manager to execute all necessary documents. (#2005-001)</p> <p>(f) To approve the purchase of thirty-four (34) Chevrolet Police Tahoes in the amount of \$1,034,549 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)</p> <p>(g) To approve the purchase of police vehicle prisoner barriers and transport seats in the amount of \$39,152 from Big Country Supply through an existing contract/agreement with Tarrant County, and authorizing the City Manager to execute all necessary documents. (Contract #2005-139)</p> <p>(h) To authorize the purchase of Altiris Total Management Suite software in the amount of \$188,436 from Dell Inc., through an existing Department of Information Resources (DIR) contract; and authorizing the City Manager to execute all necessary documents. (DIR-SDD-192)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	To authorize the purchase of network servers in an amount not to exceed \$300,000 from IBM Direct and Hewlett Packard through the Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (IBM Direct DIR-SDD-190, HP DIR-VPC-03-006).	
(j)	To approve a purchase of Wireless Mesh Network Extension in the amount of \$7,896,000 from Motorola, Inc. through an existing contract/agreement with Houston Galveston Area Council (HGAC), and authorizing the City Manager to execute all necessary documents. (HGAC Contract #RA01-06)	
	<b>Approval of Change Order</b>	
(k)	To Barson Utilities, increasing the contract by \$29,105 for Whiffletree Water Rehabilitation, Change Order No. 2 (Bid No. 2006-38-B)	
	<b><u>Adoption of Resolutions</u></b>	
(l)	To approve the terms and conditions of a Support and Maintenance Agreement with BIO-key International, Inc., a sole source vendor for the maintenance and support of BIO-key software applications; authorizing its execution by the City Manager; and providing an effective date.	
(m)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and the City of Frisco establishing the cities of Frisco and Plano Charitable Campaign Partnership and appointing the Community Health Charities as the Campaign Manager; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.	
(n)	To approve the terms and conditions of a Settlement Agreement and Release by and between Jacobs Civil, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	
(o)	To express intent to finance the purchase of equipment for the Technical Services Department including a Public Safety Wireless Mesh Network together with installation and maintenance in an amount not to exceed twenty one million dollars (\$21,000,000); and providing an effective date.	
	<b><u>Adoption of Ordinances</u></b>	
(p)	To abandon all right, title and interest of the City, in and to that certain 20 foot wide alley right-of-way extending from 12 <sup>th</sup> Street to 13 <sup>th</sup> Street between Block 1 and Block 3 of the Aldridge Addition as recorded in the Land Records of Collin County, Texas and being situated in the Joseph Klepper Survey, Abstract No. 213, which is located in the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such 20 foot right-of-way, 10 foot each, to the abutting property owners: Beverly A. Black, Margarita S. Cuevas, Dalton Davis, Ortiz Diego, Bartolo & Felipe Escandon, Sandra A. Gilstrap, Maurice Johnson Etal, Maceo & Willam F. & Robert McKinzie, Elmo Stimpson Estate, Norris Stimpson, R. T. Turner & The House of God, and Arthur Washington, to the extent of their interests; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p> <p><b>Public Hearing and consideration of an ordinance as stated in Disannexation Case D2006-01 - To disannex 5.2± acres of land located on the west side of Marsh Lane, 1,300± feet south of Plano Parkway, in the John Smith Survey, Abstract No. 1226, Denton County, Texas, and contracting the boundary limits of City limits of the City of Plano, Texas, so as to exclude said property from the City limits; relinquishing any and all extraterritorial jurisdiction the City of Plano may have in and to said tract of land; and providing a severability clause and an effective date. Applicant: Holigan Investment Group, LTD.</b></p> <p><b><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></b></p>	



**Pat Evans**  
Mayor

**Scott Johnson**  
Mayor Pro Tem

**Sally Magnuson**  
Deputy Mayor Pro Tem

**Shep Stahel**  
Place 1

**Loretta Ellerbe**  
Place 3

**Harry LaRosiliere**  
Place 5

**Jean Callison**  
Place 7

**Lee Dunlap**  
Place 8

**Thomas H. Muehlenbeck**  
City Manager

December 13, 2006

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

Honorable Mayor and City Council:

We will begin Tuesday evening in Executive Session where we will receive advice from the City Attorney along with a briefing regarding the lawsuit of Daniel St. Clair v. City of Plano, et. al. There is also an opportunity allotted to proceed with the evaluation of Council appointees.

The Preliminary Open Meeting agenda consists of two personnel appointments: the chair to the Community Relations Commission and a member to the Senior Citizens Advisory Board. Rod Hogan will continue discussion regarding the City Employee Health Clinic and will also advise us about the Combined Charitable Giving Campaign.

I look forward to seeing you Tuesday.

Sincerely yours,

Thomas H. Muehlenbeck  
City Manager

THM/cp

# MEMO

**DATE:** December 12, 2006

**TO:** Honorable Mayor and City Council  
City Manager Muehlenbeck  
City Secretary Bealke

**FROM:** Di Zucco, Assistant City Secretary 

**RE:** Personnel Appointments/Reappointments  
Executive and Worksession Meetings

The following personnel appointments/reappointments will be considered at the December 19, 2006 Council Meeting.

<u>Executive Session</u>	<u>Worksession Meeting</u>
No items to consider	<u>Community Relations Commission – Chair</u>  <u>Senior Citizens Advisory Board</u> Resignation of James D. Williams (Term Expires 10-07)

IIa



## Transportation Mobility / Safety Report

November 2006

- Traffic Signals:

*New Signal Construction/Design:*

- ✓ Design traffic signal at Maple Shade and Ohio Dr. (50%)
- Design traffic signal at Tennyson Parkway and Corporate Drive (100% completed)
- Design traffic signal at Corporate Dr. and Tennyson Pkwy (90%)
- Design traffic signal at Maple Shade and Ohio Dr. (70%)

- Traffic Safety:

- ✓ Met with PISD staff to develop a Temporary Circulation Plan for implementation during on-site construction (begins 12/2006).
- ✓ Restored traffic video camera operation at Park and Preston
- ✓ Removed right-turn lane restrictions for southbound Parkwood Blvd @ Tennyson
- ✓ Additional traffic control markings provided for 18<sup>th</sup> Street e/o G Avenue (Lexington Park Project)
- 2007 HAL/HARS Program (25% completed)
- 2006 Traffic Safety Report (30% completed)

- Safe Streets Program (SSP)

- ✓ Mission Ridge n/o Spring Creek: Residents with 81% response and 47% approval rejected the Permanent Traffic Management Plan.
- ✓ Lexington Drive: Mailed the Permanent Traffic Management Plan to residents 11/2006.
- ✓ Micarta Drive: Residents with 57% response and 72% approval accepted the Temporary Traffic Management Plan.
- ✓ Opened bids for the Annual Contract for Traffic Calming Devices. Demonstration of vendor products continues through December.

### Participating Neighborhoods

- Hawkhurst Drive (Permanent Plan devices being ordered)
- Russell Creek Drive (Permanent Plan devices being ordered)
- Seabrook (Permanent Plan devices being ordered)
- Cumberland Trail (Permanent Plan devices being ordered)
- Crossbend from Tumbil Lane to Coit (Permanent Plan devices being ordered)
- Sailmaker Lane (Permanent Substitution Plan approved by residents)
- Travis Drive (Permanent Plan devices being ordered \)
- Ranier Road south of Spring Creek Parkway (Permanent Plan approved by residents)
- Lexington Drive (Permanent Plan mailed to residents)
- Country Place Drive north of Park Boulevard (Temporary Devices removed)
- Mission Ridge North of Spring Creek (Permanent Plan rejected by residents)
- Peachtree Lane (Work Order sent to Public Works for installation of temporary devices)
- Silverstone Drive (Work Order sent to Public Works for installation of temporary devices)
- Parkhaven Drive (Permanent Plan devices being ordered)

IIIa

- Mission Ridge from Parker to Matterhorn (Temporary Plan approved by residents)
- Royal Oaks Drive (Temporary Plan approved by residents)
- Old Pond Drive (Temporary Plan approved by residents)
- Micarta Drive (Temporary Plan approved by residents)
- Robinson Road (Heavy Enforcement concluded. After study underway)
- Michael Drive (Heavy enforcement begins 12/2006)

- Long Range Planning:

- ✓ Meeting with DART to resolve outstanding LAP/CMS funding balances
- ✓ Staff attends Professional Ethics training at NCTCOG
- Modifying Transportation Division web page banner to match new City of Plano web page format (100% completed)
- 2006 Traffic Volume Map (95% completed)
- Revise Plano Thoroughfare Standards (99% complete)
- Analyzing employee commute patterns (Issued electronic survey to employees)
- Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

III 6

Preliminary Open Meeting Agenda Item IV

Continued Discussion and Direction re  
City Employee Health Clinic  
(PowerPoint presentation will be made at meeting)

Hogan

11/10

# MEMORANDUM

City of Plano

Date: 12/14/2006  
From: Joey Page, Risk Manager  
Subject: Employee Interest Survey Results

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## Overview

The city conducted a two-phase survey attempt to reach the most employees possible. The information before you depicts the Phase I results. As you can see, there was overwhelming support for the clinic.

Phase II survey results, conducted during the annual holiday luncheon, did not make the packet due to timing. Staff will update you during the work session of the final overall results.



**City of Plano  
Employee Health Clinic  
Feasibility Study  
Employee Interest Survey Results  
December 2006**

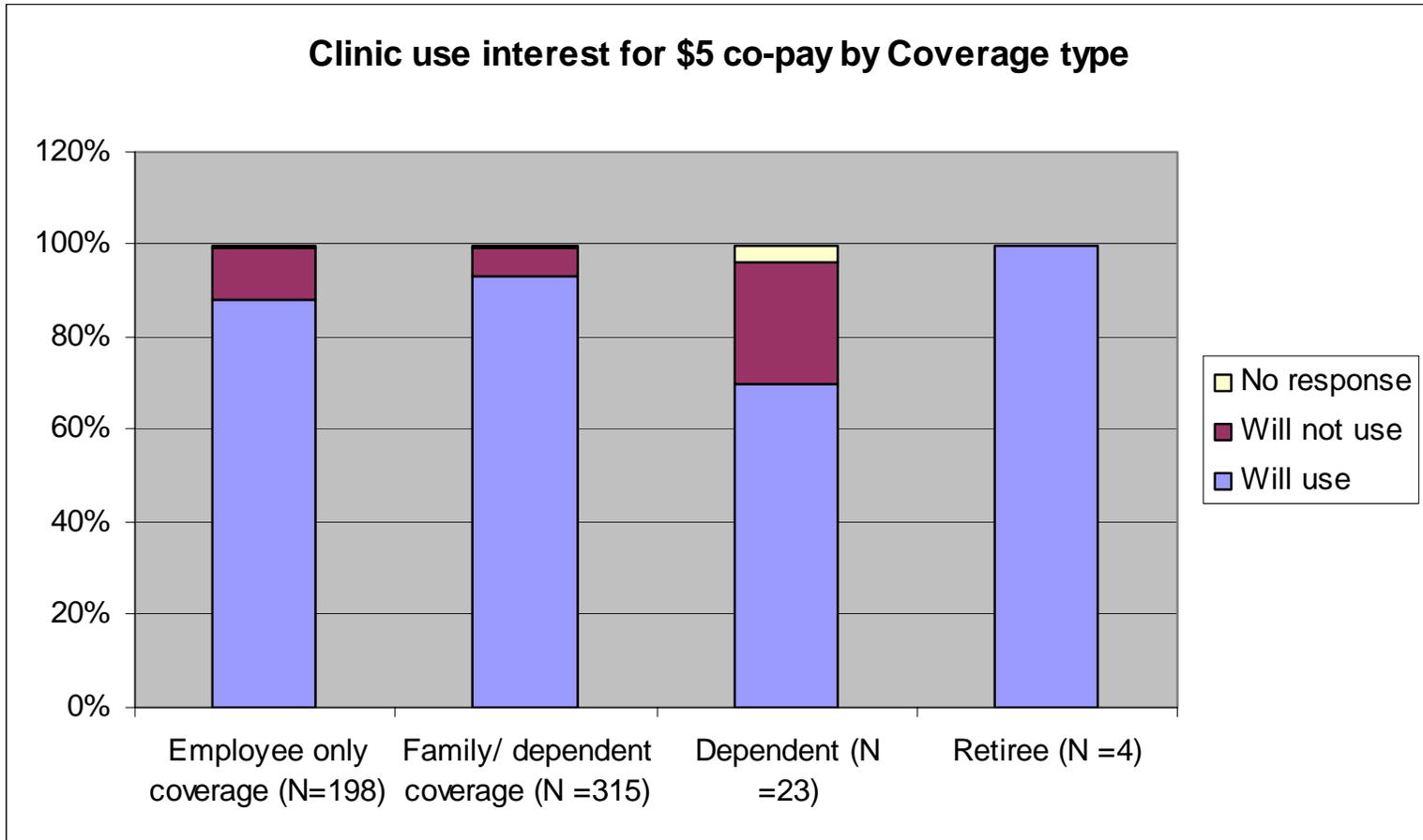
# Methodology

- A five-question survey was developed to provide quantitative interest data in addition to already obtained qualitative information to gauge interest among employees and dependents to use the proposed services
- The survey was distributed on the web using the Target software and in hard copy at various department locations
- The survey was conducted for one week in November with additional opportunities to get information at the Dec. 14<sup>th</sup> employee luncheon
- Questionnaires were anonymous with only zip code and department code as a means to stratify results

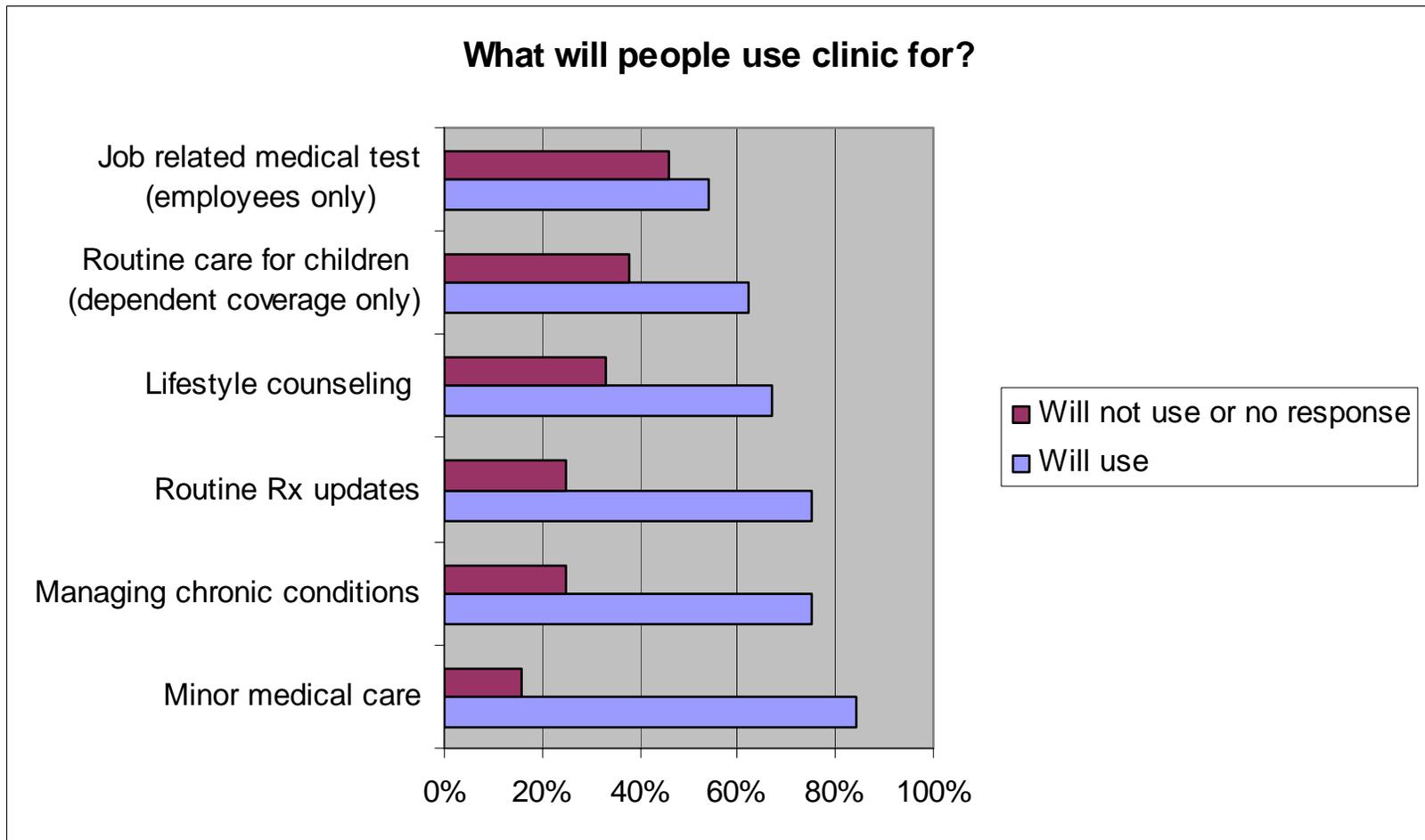
# Findings

- A total of 574 surveys were returned. Three were discarded for unusable data
- Incomplete surveys were included for those parameters where data was available
- In aggregate, 501 respondents were in favor of the clinic while 70 people were not
- The total employee response equates to 29% of all employees

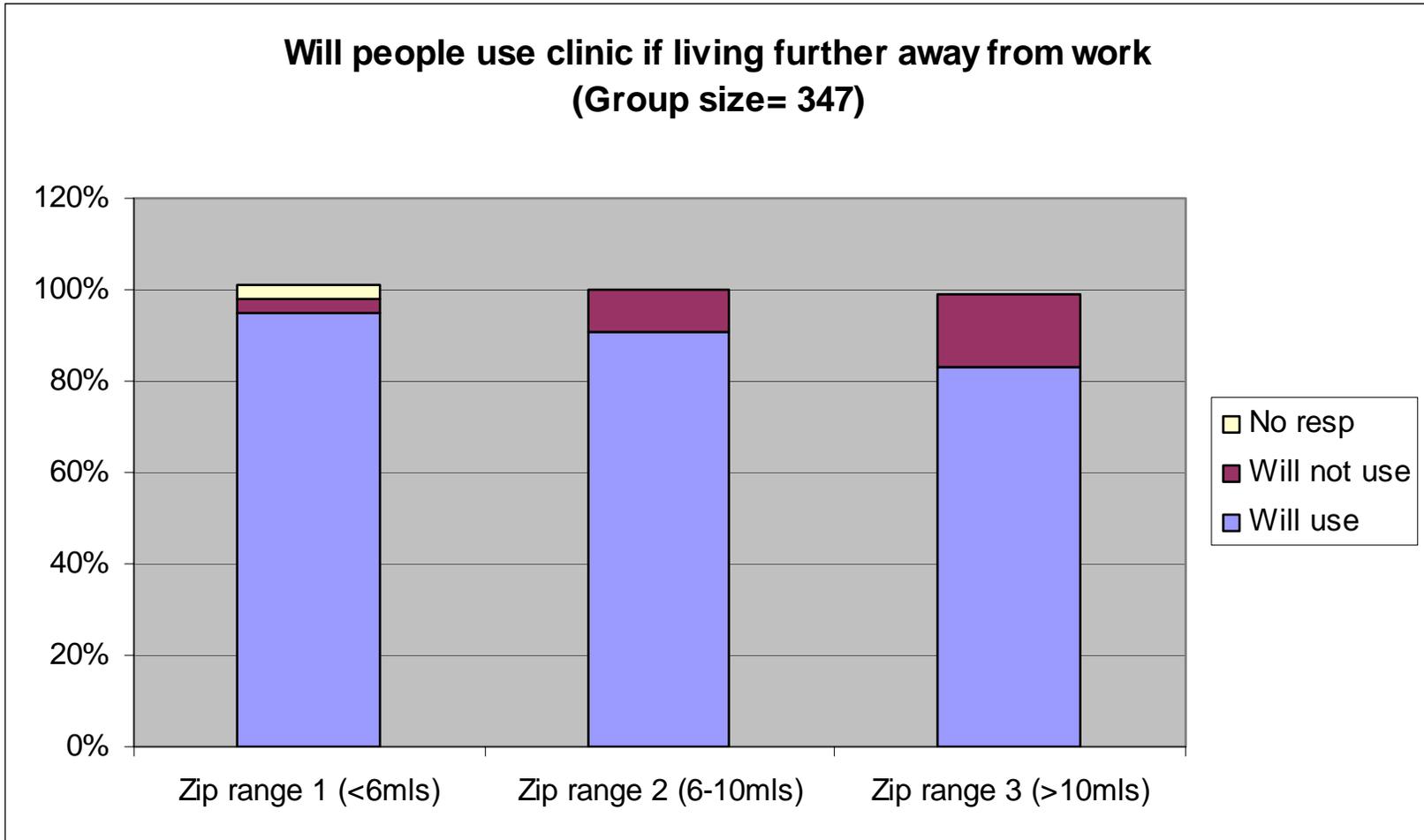
# Findings



# Findings

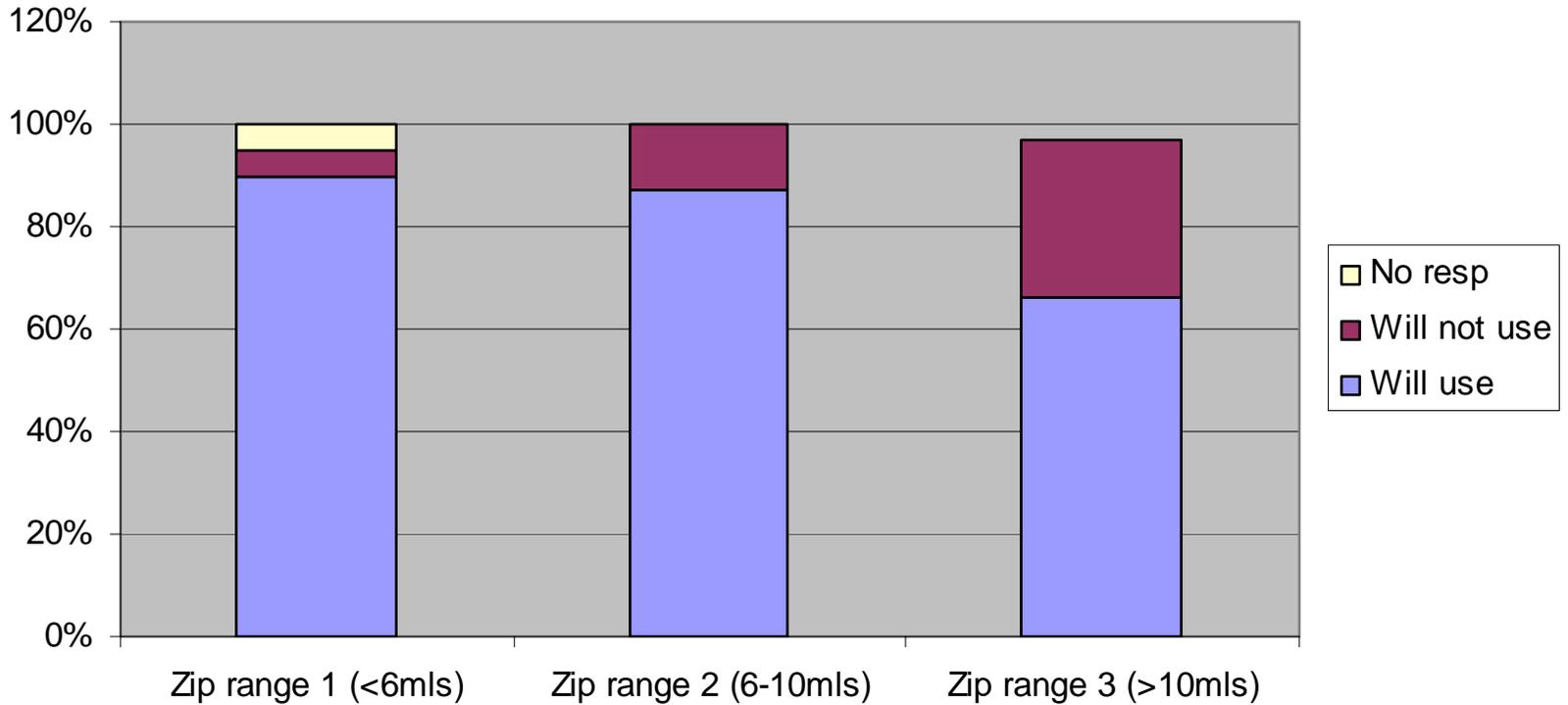


# Findings



# Findings

**Will dependents use Clinic if living further away  
(People with dependent coverage only)**



# Conclusions

- By surveying 29% of the population, a good representation of the employee force was obtained
- There is strong support for the clinic concept
- While employees who live further away will less likely use the clinic, there remains strong support for the concept
- Employees are not reluctant to use the clinic for work related medical services

Preliminary Open Meeting Agenda Item V

Continued Discussion and Direction re  
Charitable Giving Campaign

Hogan

Va

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**Discussion/Action Items for Future Council Agendas**

***December 22 & 25 - Christmas Holidays***

**2007**

***January 1 – New Year Holiday***

**January 8**

Library Advisory Board

Electric Supply/Coal Generation Update

***January 15 – MLK Holiday***

**January 22**

Senior Citizens Advisory Board

Mobility Report

DART Report

Comprehensive Monthly Financial Report

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

**February 12**

Animal Shelter Advisory Committee

***February 9 – 12, AMCC Conference, Austin***

**February 26**

Keep Plano Beautiful Commission

Mobility Report

DART Report

Comprehensive Monthly Financial Report

***March 5 – 9, PISD Spring Break***

***March 10 – 14, NLC Congressional Cities***

**March 20**  
Transportation Advisory Committee

**March 26**  
Cultural Affairs Commission  
Mobility Report  
DART Report  
Comprehensive Monthly Financial Report

**April 9**  
Public Arts Committee

**April 23**  
Community Relations Commission  
Mobility Report  
DART Report  
Comprehensive Monthly Financial Report

**May 14**  
Heritage Commission

***May 24 – District 3 Neighborhood Roundtable, PSA StarCenter, 7 p.m.***

***May 28 – Memorial Day***

**May 29**  
Planning and Zoning Commission  
Mobility Report  
DART Report  
Comprehensive Monthly Financial Report

**June 11**  
Transition & Revitalization Commission

***June 21 – 24, TCMA Conference, San Antonio***

**June 25**  
Board of Adjustment  
Mobility Report

DART Report  
Comprehensive Monthly Financial Report

***July 4 – Independence Day***

**July 23**  
Building Standards Commission  
Mobility Report  
DART Report  
Comprehensive Monthly Financial Report

**July 25**  
*(Budget Session)*

**August 13**  
Retirement Security Plan Committee

***August 23 – District 4 Neighborhood Roundtable, PSA StarCenter, 7 p.m.***

**August 27**  
Parks and Recreation Planning Board  
Mobility Report  
DART Report  
Comprehensive Monthly Financial Report

***September 3 – Labor Day***

**September 10**  
Self Sufficiency Committee

**September 24**  
Plano Housing Authority  
Mobility Report  
DART Report  
Comprehensive Monthly Financial Report

***October 7 – 10, ICMA Conference, Pittsburgh***

**October 8**  
TIF #1 & #2 Boards

***October 18 – District 2 Neighborhood Roundtable, Sockwell Center, 7 p.m.***

**October 22**  
Youth Advisory Committee  
Mobility Report  
DART Report  
Comprehensive Monthly Financial Report

***November 7 – 9, TML Conference, Dallas***

**November 12**  
Technology Commission

***November 13 – 17, NLC Conference, New Orleans***

***November 22 & 23 – Thanksgiving Holidays***

**November 27**  
Mobility Report  
DART Report  
Comprehensive Monthly Financial Report

**December 10**

**December 18**  
Mobility Report  
DART Report  
Comprehensive Monthly Financial Report

***December 24 & 25 – Christmas & Winter Holidays***



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>12/19/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		
Agenda Coordinator (include phone #): <b>Sharon Wright ext. 7107</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
<b>CAPTION</b>				
Presentation: Youth Advisory Commission Chairperson Special Award for the 2006 Christmas Parade				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
FUND(s):				
COMMENTS:				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	12/19/06		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>M.R.</i>		City Manager	<i>J.W.</i>	12/22/06
Agenda Coordinator (include phone #): <b>Dianna Wike Ext. 7549</b>					

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

**CAPTION**

Award/Rejection of Bid/Proposal for Bid No 2007-19-B for Steel Signal Pole Assembly to Union Metal Corporation in the amount of \$67,968.00.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 06/07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	-480,391	0	-480,391
This Item	0	-67,968	0	67,968
BALANCE	0	-548,359	0	-548,359

**FUND(s): WAREHOUSE**

**COMMENTS:** Expenditure will be made in the Warehouse fund within the approved budget appropriations. The amount is \$67,968.

**STRATEGIC PLAN GOAL:** Signal Pole Assembly relates to the City's goal of "Safe and Efficient Travel" and "Service Excellence".

**SUMMARY OF ITEM**

Staff recommends bid of Union Metal Corporation in the amount of \$67,968.00, be accepted as lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This is for the purchase of Steel Signal Pole Assembly.

List of Supporting Documents: Bid Summary	Other Departments, Boards, Commissions or Agencies
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# CITY OF PLANO

## BID NO. 2007-19-B STEEL SIGNAL POLE ASSEMBLY

### BID RECAP

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**Bid opening Date/Time:** November 21, 2006 @ 3:30pm

**Number of Vendors Notified:** 280

**Vendors Submitting "No Bids":** 3

**Number of Bids Submitted:** 3

UNION METAL CORPORATION  
STRUCTURAL STEEL PRODUCTS  
TRAFFCO PRODUCTS, LLC

**Bids Evaluated Non-Responsive to Specification:** None

**Recommended Vendor(s):**

UNION METAL CORPORATION (\$67,968.00)

*Dianna Wike*

\_\_\_\_\_  
Dianna Wike, Buyer

November 21, 2006

\_\_\_\_\_  
Date

A-2



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>12/19/06</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	<i>12/19/06</i>
Agenda Coordinator (include phone #): <i>[Signature]</i> <b>Dianna Wike Ext. 7549</b>					

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

**CAPTION**

Award/Rejection of Bid/Proposal for Bid No 2007-6-B for Steel Signal Pole Assembly to ReliaPOLE Solutions, Inc. in the amount of \$118,280.00.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>06/07</b>	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
<b>BALANCE</b>	0	0	0	0

**FUND(S): WAREHOUSE**

**COMMENTS:** This item approves price quotes. Expenditures will be made in the Warehouse fund within the approved budget appropriations. The estimated amount is \$118,280.

**STRATEGIC PLAN GOAL:** Steel Signal Pole Assembly relates to the City's goal of "Safe and Efficient Travel" and "Service Excellence".

**SUMMARY OF ITEM**

Staff recommends bid of ReliaPOLE Solutions, Inc. in the amount of \$118,280.00, be accepted as lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This is for the purchase of Steel Signal Pole Assembly.

List of Supporting Documents:  
Bid Summary

Other Departments, Boards, Commissions or Agencies

# CITY OF PLANO

## BID NO. 2007-6-B STEEL SIGNAL POLE ASSEMBLY

### BID RECAP

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**Bid opening Date/Time:** November 7, 2006 @ 3:30pm

**Number of Vendors Notified:** 278

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

**Number of Bids Submitted:** 5

RELIASCOPE SOLUTIONS, INC.  
K. W. INDUSTRIES  
STRUCTURAL STEEL PRODUCTS  
UNION METAL CORPORATION  
TRAFFCO PRODUCTS LLC

**Bids Evaluated Non-Responsive to Specification:** None

**Recommended Vendor(s):**

RELIASCOPE SOLUTIONS, INC. (\$118,280.00)

*Dianna Wike*

December 7, 2006

\_\_\_\_\_  
Dianna Wike, Buyer

\_\_\_\_\_  
Date

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>12/19/06</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Works - Michael Rapplean <i>MR</i>		Initials	Date	
Department Head	Jimmy Foster		Executive Director	<i>MF</i>	12-6-06
Dept Signature:	<i>J.B. Foster</i>		City Manager	<i>MS</i>	12-6-06
Agenda Coordinator (include phone #): <b>Margie Stephens (X4104)</b>					

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

**CAPTION**

**Award, Rejection of Bids/Proposals, Bid No. 2007-29-P for the Sanitary Sewer Rehabilitation Requirements Contract 2006, Project No. 5766 to Miller Pipeline Company in the amount of \$1,992,370.00.**

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2006-07</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,821,728	3,309,272	3,000,000	<b>9,131,000</b>
Encumbered/Expended Amount	-2,821,728	-1,315,395	0	<b>-4,137,123</b>
This Item	0	-1,992,370	0	<b>-1,992,370</b>
<b>BALANCE</b>	0	1,507	3,000,000	<b>3,001,507</b>

**FUND(s):** SEWER CIP

**COMMENTS:** Funds are included in the 2006-07 Sewer CIP. This item, in the amount of \$1,992,370, will leave a current year balance of \$1,507 for the I&I Repairs (Service Contract) project.

**STRATEGIC PLAN GOAL:** I&I repairs relate to the City's Goals of Safe, Livable Neighborhoods.

**SUMMARY OF ITEM**

**Staff recommends the bid of Miller Pipeline Company in the amount of \$1,992,370.00 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.**

**This project involves the lining of sewer mains and replacement of service laterals to eliminate infiltration and inflow of ground water into the City's sanitary sewer system.**

**Miller Pipeline has performed similar types of projects for the City with good results and with contract work orders being completed on time and within schedule.**

**Utilizing RFP Depot for advertising of this bid, 1,668 vendors were notified, with 41 vendors viewing the solicitation. The Department received 2 phone inquiries about the project from contractors. No secondary vendor is being recommended.**

**Engineer's estimate for this project is \$1,800,000.00.**

List of Supporting Documents: <b>Bid Tabulation</b>	Other Departments, Boards, Commissions or Agencies
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**CITY OF PLANO  
BID TABULATION**

**2007-29-P**

**Sanitary Sewer Rehabilitation Requirements Contract 2006  
Project No. 5766**

**November 28, 2006 @ 3:00 PM**

<b>BIDDER:</b>	<b>BID BOND</b>	<b>TOTAL BID</b>
Miller Pipeline Corporation	YES	\$1,992,370

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

*January M. Cook*

November 28, 2006

January M. Cook, CPPB  
Senior Buyer  
Purchasing Division

Date

**"BID TABULATION STATEMENT"**

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

PURCHASING DIVISION  
CITY OF PLANO TEXAS

*C-2*



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>12/19/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Works - Michael Rapplear <i>MR</i>	Initials	Date	
Department Head	Jimmy Foster	Executive Director		
Dept Signature:	<i>J.B. Foster</i>	City Manager	<i>JS</i>	12-12-06
Agenda Coordinator (include phone #): <b>Margie Stephens (X4104)</b>				

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

**CAPTION**

**Award, Rejection of Bids/Proposals, Bid No. 2007-38- B, 2006-07 Arterial Concrete Pavement Rehabilitation Project, Jupiter Road and 18th Street to Jerusalem Corporation. in the amount of \$596,975.00.**

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2006-07</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,620,680	3,979,320	2,300,000	<b>8,900,000</b>
Encumbered/Expended Amount	-2,620,680	-1,230,337	0	<b>-3,851,017</b>
This Item	0	-596,975	0	<b>-596,975</b>
<b>BALANCE</b>	0	2,152,008	2,300,000	<b>4,452,008</b>

**FUND(s):** CAPITAL RESERVE

**COMMENTS:** Funds are included in the 2006-07 Capital Reserve Fund. This item, in the amount of \$596,975, will leave a current year balance of \$2,152,008, for the Arterial Concrete Repair project.

**STRATEGIC PLAN GOAL:** Arterial Concrete Repair relates to the City's Goal of Safe, Efficient Travel.

**SUMMARY OF ITEM**

Staff recommends the bid of Jerusalem Corporation in the amount of \$596,975.00, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the replacement of arterial street paving, curb and gutter, sidewalk repair and barrier free ramp construction, on Jupiter Road between Spring Creek Parkway and Park Blvd. and on 18th Street between G Ave and P Ave.

The secondary vendor being recommended is Jim Bowman Construction Company, L.P. in the amount of \$623,272.00.

Engineer's estimate for this project is \$725,000.00.

List of Supporting Documents: Bid Tabulation Location Map	Other Departments, Boards, Commissions or Agencies
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# CITY OF PLANO

## CORRECTED BID TABULATION

**BID NO.: 2007-38-B**  
**2006-2007 ARTERIAL CONCRETE PAVEMENT  
REHABILITATION PROJECT, JUPITER ROAD AND 18<sup>TH</sup>  
STREET  
PROJECT NO. 5771**

**MONDAY, DECEMBER 4, 2006 @ 3:00 PM (CST)**

<b>CONTRACTOR</b>	<b>BID BOND</b>	<b>TOTAL BID</b>
Jerusalem Corp.	Yes	\$596,975.00
Jim Bowman Construction Co., L.P.	Yes	\$623,272.50
Hencie International, Inc.	Yes	\$629,910.00
Advanced Paving Co.	Yes	\$690,617.00
Ken-Do Contracting, LP	Yes	\$709,052.50

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

*Sharron Mason*

Sharron Mason, Buyer

*December 4, 2006*

Date

CORRECTED BID TABULATION

*Sharron Mason*

Sharron Mason, Buyer

*December 6, 2006*

Date

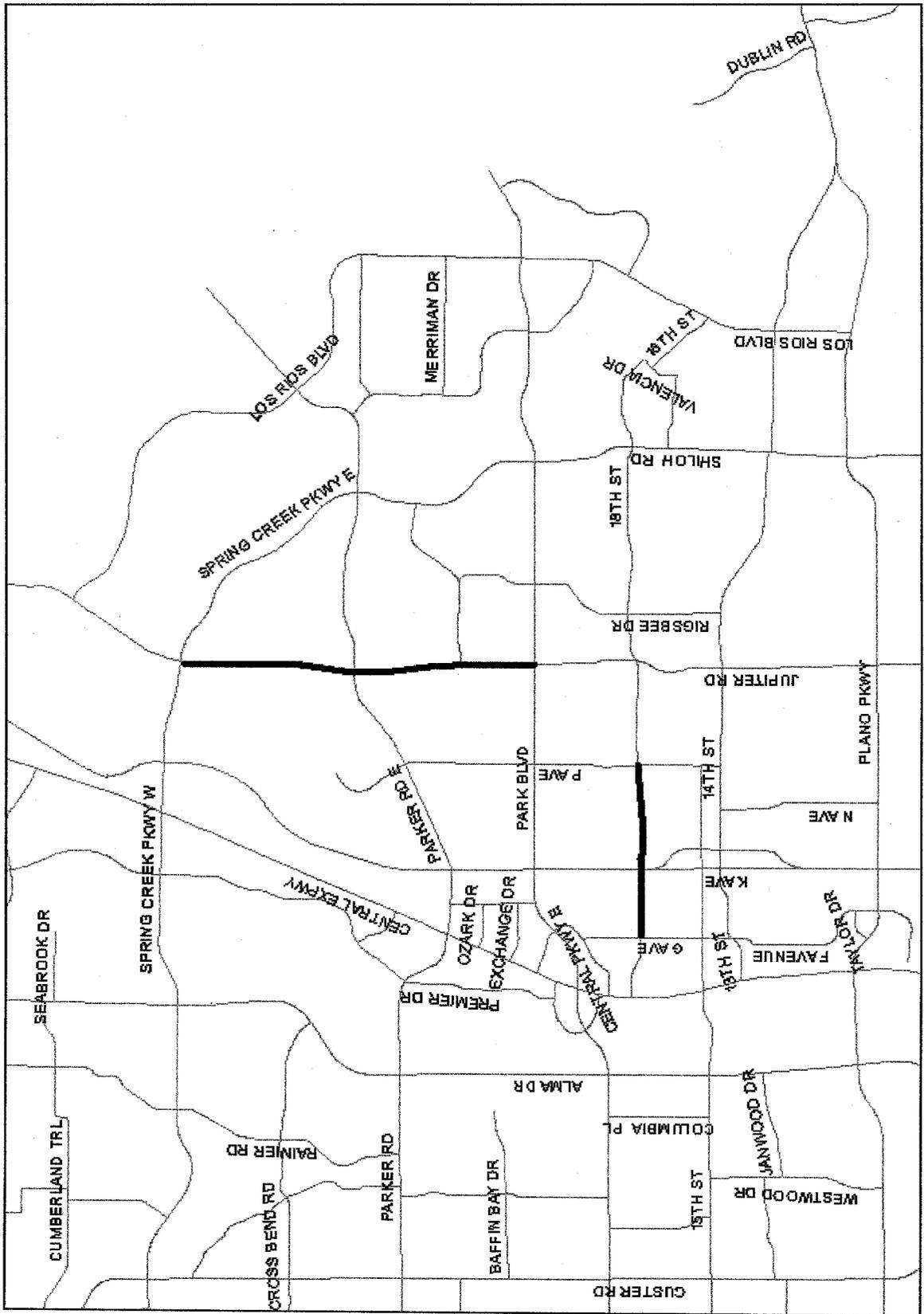
### "BID TABULATION STATEMENT"

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

PURCHASING DIVISION  
CITY OF PLANO TEXAS

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2006-2007 ARTERIAL CONCRETE PAVEMENT REHABILITATION PROJECT  
JUPITER ROAD AND 18TH STREET  
LOCATION MAP



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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>12/19/06</b>		Reviewed by Legal <i>JKS</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services			Initials	Date
Department Head	Mark Jerome	Jimmy Foster	Executive Director		
Dept Signature:	<i>Mark Jerome</i>	<i>JM Foster</i>	City Manager		
Agenda Coordinator (include phone #):		<b>Linda M. Robinson x4180</b>			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					

**CAPTION**

Approval of the purchase of six (6) Unmarked Police Chevrolet Impala Sedans in the amount of \$105,582.00 from Caldwell Country Chevrolet through an existing contract/agreement with Tarrant County Joint Venture Cooperative Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#2005-001)

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>06/07</b>	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	-105,582	0	-105,582
BALANCE	0	20,418	0	20,418

FUND(S): **EQUIPMENT REPLACEMENT FUND**

COMMENTS: Funds are included in the 2006-07 approved budget for the replacement of (6) Chevrolet Impalas. The balance of funds will be used for other rolling stock purchases.

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

**SUMMARY OF ITEM**

Equipment Services request the purchase of six Chevrolet Impala Unmarked Sedans through the Tarrant County Joint Venture Cooperative Purchasing Program, awarded to Caldwell Country Chevrolet. All six units are approved in the FY 06/07 budget for replacements for units 23004; 23011; 23013; 23016; 22018 and 98148 for Dept-532/Police Department, Account 01-071-8421.

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. (Contract #2005-001)

Total purchase price of all six units and delivery fees is \$105,582.00



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

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

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## MEMORANDUM

Date: December 1, 2006  
To: Steve Tillman, Senior Buyer  
From: Reid Choate, Technical Coordinator  
Subject: Request to purchase six (6) Chevy Impalas Unmarked Police Sedans (9C3) through Tarrant County Joint Venture Cooperative Purchase per Bid No. #2005-001, contract awarded to Caldwell Country Chevrolet.

Base Price:	\$16,568.00 x 6 =	\$99,408.00
Published Options:	\$ 373.00 x 6 =	\$ 2,238.00
Unpublished Options:	\$ 249.00 x 6 =	\$ 1,494.00
Delivery Fee:	\$ 407.00 x 6 =	<u>\$ 2,442.00</u>
<b>TOTAL PURCHASE PRICE:</b>		<b>\$105,582.00</b>
<b>BUDGETED AMOUNT:</b>		<b>\$126,000.00</b>

These are scheduled replacements for the following units: 23004; 23011; 23013; 23016; 22018 and 98148 for Department 532/Police Dept per fiscal year 06/07. Acct. 01-071-8421

Please reference Requisition No. 903980 .

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

Cc: Jimmy Foster  
Mark Jerome  
Marty Childers  
Greg Rushin  
Steve Nagy  
Glen Brashear  
Diane Palmer  
Stephen Teiper

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**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 12/01/06 Freight  
Requested 12/01/06 Order Taken By  
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CHEVY IMPALA POLICE SEDANS	6	EA	16,568.0000	99,408.00	12/01/06

BID NO. 2005-001  
 REQUEST TO PURCHASE SIX  
 (6) UNMARKED POLICE SEDANS  
 (93C) THROUGH THE TARRANT  
 COUNTY JOINT VENTURE  
 COOPERATIVE PURCHASE  
 THROUGH BID NO. #2005-001.  
 CONTRACT AWARDED TO  
 CALDWELL COUNTRY CHEVROLET.  
 IT IS THE RECOMMENDATION OF  
 FLEET & EQUIPMENT SERVICES TO  
 PURCHASE SIX (6) UNMARKED POLICE  
 SEDANS.  
 PER FY06/07.  
 ACCT: 01-071-8421.  
 TOTAL COST \$105,582.00.  
 BUDGETED AMOUNT \$126,000.00.  
 BELOW IS THE BREAKDOWN OF  
 THE UNITS AND BUDGETED AMOUNT  
 FOR EACH.  
 REPLACING THE FOLLOWING UNITS:  
 UNIT 23004. BUDGET \$21,000.00.  
 UNIT 23011. BUDGET \$21,000.00.  
 UNIT 23013. BUDGET \$21,000.00.  
 UNIT 23016. BUDGET \$21,000.00.  
 UNIT 22018. BUDGET \$21,000.00.  
 UNIT 98148. BUDGET \$21,000.00.

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HERE ARE THE EXTERIOR AND

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CITY OF PLANO

12/01/06

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P.O. Number 903980 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
INTERIOR COLOR CHOICES FOR THE SIX (6) 2007 CHEVY IMPALA (93C) UNMARKED CID CARS: 1) IMPERIAL BLUE METALLIC EXTERIOR WITH NEUTRAL INTERIOR. 2) WHITE EXTERIOR WITH EBONY INTERIOR. 3) DARK SILVER METALLIC EXTERIOR WITH EBONY INTERIOR. 4) BORDEAUX RED METALLIC EXTERIOR WITH EBONY INTERIOR. 5) AMBER BRONZE METALLIC WITH EBONY INTERIOR. 6) SILVERSTONE METALLIC WITH EBONY INTERIOR. COLORS PROVIDED BY MARTY CHILDERS WITH P.D. *****					
B34 FLOOR MATS PUBLISHED OPTION	6	EA	69.0000	414.00	12/01/06
6C7 DOME-LAMP AUXILIARY PUBLISHED OPTION	6	EA	56.0000	336.00	12/01/06
AMF KEYLESS ENTRY PUBLISHED OPTION	6	EA	72.0000	432.00	12/01/06
AP9 CARGO NET PUBLISHED OPTION	6	EA	39.0000	234.00	12/01/06
9G8 DAYTIME DELETE UNPUBLISHED OPTION	6	EA	69.0000	414.00	12/01/06
KEY EIGHT (8) KEYS TOTAL UNPUBLISHED OPTION	6	EA	180.0000	1,080.00	12/01/06
DELIVERY FEE	6	EA	407.0000	2,442.00	12/01/06
MANUAL SHOP PUBLISHED OPTION	6	EA	137.0000	822.00	12/01/06
				Total Order	
TermNet 30 Days				105,582.00	

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QUOTE# 001a

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 #: 972-768-4182		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 16, 2006		Address: P. O. Box 27, Caldwell, TX 77836	
Contract #: TARRANT CTY CONTRACT		Tax ID # 14-1856872	
Product Description: 2007 CHEVROLET IMPALA 9C3 POLICE UNMARKED			
A Base Price:			\$16,568
B Published Options			
Code	Description	Cost	Code Description Cost
B34	FLOOR MATS	69	BABY JACK II AUTOMOTIVE, LTD
A98	TRUNK RELEASE	INCL	CALDWELL COUNTRY CHEVROLET
6C7	DOME LAMP-AUXILARY	56	PO BOX 27
AMF	KEYLESS ENTRY	72	CALDWELL, TEXAS 77836
AP9	CARGO NET	39	
MAN	MANUAL SHOP	137	
Subtotal B			373
C Unpublished Options			
Code	Description	Cost	Code Description Cost
9G8	DAYTIME DELET	69	
KEY	8 KEYS TOTAL	180	
Subtotal C			249
D Other Price Adjustments (Installation, Delivery, Etc..)			
Subtotal D DELIVERY/GAS			407
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)			\$17,597
Quantity Ordered			6
Subtotal E			\$105,582
F Non-Equipment Charges (Trade-In, Warranty, Etc..)			
G. Color of Vehicle: VARIOUS			
H. Total Purchase Price (E+F)			\$105,582

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Estimated Delivery Date:	60-90 DAYS PLUS HOLIDAYS

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>12/19/06</b>		Reviewed by Legal <i>WJH</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services		Initials	Date	
Department Head	Mark Jerome	Jimmy Foster	Executive Director	<i>[Signature]</i> 12-11-06	
Dept Signature:	<i>Mark Jerome</i>	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 12/11/06	
Agenda Coordinator (include phone #): <b>Linda M. Robinson x4180</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					

**CAPTION**

Approval of the purchase of thirty-four (34) Chevrolet Police Tahoes in the amount of \$1,034,549.00 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: <b>06/07</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	813,000	0	<b>813,000</b>
Encumbered/Expended Amount	0	0	0	0
This Item	0	-1,034,549	0	<b>-1,034,549</b>
BALANCE	0	-221,549	0	<b>-221,549</b>

FUND(S): **EQUIPMENT REPLACEMENT FUND AND GENERAL FUND**

**COMMENTS:** Funds are included in the FY 2006-07 approved budget for the replacement purchase of (30) Police Vehicles, (3) new additions to the Police fleet and (1) new addition to the Fire fleet. The overage is due to an upgrade from Sedans to Tahoes and will be funded through savings in other rolling stock purchases.

STRATEGIC PLAN GOAL: Vehicle purchase & replacement relates to the City's Goal of "Service Excellence".

**SUMMARY OF ITEM**

Equipment Services request the purchase of thirty-four Chevrolet Police Tahoes through the HGAC Cooperative Purchase Program, awarded to Caldwell Country Chevrolet. Thirty-three units are for Dept 532/Police as follows: (2)-new additions, Account 01-532-8421, Supplement 532011; (1)-new addition. Account 01-532-8421, Supplement 532012; (28)-replacements to be determined; (1)-replacement for motorcycle unit 04280; (1)-K-9 Tahoe to replace unit 98113 from Account 01-071-8421, Supplement. Also requesting (1) new addition for Dept 552/Fire Dept carried over from fiscal year 05/06, Account 01-552-8421.

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. (HGAC #VE03-06)

Total purchase price of all thirty-four units and delivery fee is \$1,034,549.00

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

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

*f-2*



## MEMORANDUM

Date: December 6, 2006  
To: Steve Tillman, Senior Buyer  
From: Reid Choate, Technical Coordinator  
Subject: Request to purchase thirty-four (34) Chevrolet Police Tahoe's (A07) through the HGAC Cooperative Purchase Program, Contract #VE03-06, awarded to Caldwell Country Chevrolet. (Breakdown on attached spreadsheet).

Base Price:	\$29,981.00 x 34 =	1,019,354.00
Published Options:	\$ 721.00 x 33 = 23793.00 + 180.00 =	23,973.00
Unpublished Options:	\$ 1624.00 x 31 = 50,344.00 + 960.00 + 280.00 =	51,584.00
Quantity Discount	\$ 1,793.00 x 34 =	-60,962.00
Delivery Fee		600.00
<b>TOTAL PURCHASE PRICE:</b>		<b>\$1,034,549.00</b>
<b>Police Budget Amount:</b>		<b>\$ 783,000.00</b>
<b>Fire Budget Amount:</b>		<b>\$ 35,000.00</b>

- (2) – New additions for Dept 532/Police, Acct 01-532-8421; Supplement 532011.  
Budgeted Amount: \$46,000.00
- (1) – New addition for Dept 532/Police, Acct 01-532-8421; Supplement 532012.  
Budget Amount: \$35,000.00
- (28) – Black & White Units as replacements to be determined; Budget Amount \$644,000.00 and
  - (1) - Tahoe upgrade from motorcycle to replace unit 04280; Budget Amount \$23,000.00 and
  - (1) - K-9 Tahoe to replace unit 98113, Budget Amount \$35,000.00.  
These units are for Dept 532/Police Account 01-071-8421; Supplement 71001.
- (1) - New Addition for Dept 552/Fire, Acct. 01-552-8421, carried over from fiscal year 05/06.  
Budget Amount: \$35,000.00

Please reference Requisition No. 904003.

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

Cc: Jimmy Foster  
Mark Jerome  
Marty Childers  
Greg Rushin  
Glen Brashear  
Diane Palmer  
Stephen Teiper

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**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

VE03-06

Date Prepared:

11/10/2006

*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 (REV#2B)	REID CHOATE	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	ADRIENNE GATTIS
Phone:	972-769-4182	Phone:	979-567-6115
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	agattis@caldwellcountry.com
Product Code:	A07	2007 Chevrolet Tahoe PPV Police #CC10706	

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 29,981.00

**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
LH SPOTLIGHT 7X6	390		
DUAL BATTERIES 8Y9/6A6	90	KEYLESS ENTRY AMF	60
REAR DOOR HANDLES INOP 6B2	52		
REAR WINDOW SWITCHES INOP 6N5	44		
REAR DOOR LOCKS INOP 6N6	52		
DAYTIME RUNNING LIGHTS DELETE 9G8	INCL		
HORN SIREN RELAY 6J4	33		
		Subtotal From Additional Sheet(s):	
		<b>Subtotal B:</b>	721

**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
EXTRA KEYS-8 TOTAL	180	PUSH BUMPER-GO RHINO	300
SOLID PAINT WHITE	INCL		
CLOTH BUCKET FRONT/VINYL REAR BENCH	INCL		
		Subtotal From Additional Sheet(s):	
		<b>Subtotal C:</b>	480

**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	5 YEAR/100,000 POWERTRAIN WARRANTY	N/C
EXTERIOR COLOR WHITE	N/C		
QUANTITY DISCOUNT	-2200		
		<b>Subtotal D:</b>	-1793

**E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)** 29389

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

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

**G. Trade-Ins / Other Allowances / Special Discounts**

Description	Cost	Description	Cost
		<b>Subtotal G:</b>	0

**Delivery Date:**  **H. Total Purchase Price (E+F+G):**

*New Additions 8-5*



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

VE03-06

Date Prepared:

11/10/2006

*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 (REV#2C)	REID CHOATE	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	ADRIENNE GATTIS
Phone:	972-769-4182	Phone:	979-567-6115
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	agattis@caldwellcountry.com
Product Code:	A07	2007 Chevrolet Tahoe PPV Police #CC10706	

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 29,981.00

**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
KEYLESS ENTRY AMF	60		
FLOOR CARPET B30	120		
CARPET FLOOR MATS B37	96		
		Subtotal From Additional Sheet(s):	
		<b>Subtotal B:</b>	180

**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
EXTRA KEYS-8 TOTAL	180	BODY SIDE MOLDING B85	100
SOLID PAINT	INCL		
CLOTH BUCKET FRONT/VINYL REAR BENCH	INCL		
		Subtotal From Additional Sheet(s):	
		<b>Subtotal C:</b>	280

**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	5 YEAR/100,000 POWERTRAIN WARRANTY	N/C
EXTERIOR COLOR WHITE	N/C		
QUANTITY DISCOUNT	-2200		
		<b>Subtotal D:</b>	-1793

**E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)** 28648

Quantity Ordered: 1 X Subtotal of A + B + C + D: 28648 = **Subtotal E:** 28648

**F. H-GAC Fee Calculation (From Current Fee Tables)** **Subtotal F:** 0

**G. Trade-Ins / Other Allowances / Special Discounts**

Description	Cost	Description	Cost
		<b>Subtotal G:</b>	0

**Delivery Date:** 90 -120 DAYS **H. Total Purchase Price (E+F+G):** 28648

f-4

Five Chief Vehicle



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

VE03-06

Date Prepared:

11/10/2006

*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 (REV#2D)	REID CHOATE	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	ADRIENNE GATTIS
Phone:	972-769-4182	Phone:	979-567-6115
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	agattis@caldwellcountry.com
Product Code:	A07	2007 Chevrolet Tahoe PPV Police #CC10706	

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 29,981.00

**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
LH SPOTLIGHT 7X6	390		
DUAL BATTERIES 8Y9/6A6	90	KEYLESS ENTRY AMF	60
REAR DOOR HANDLES INOP 6B2	52		
REAR WINDOW SWITCHES INOP 6N5	44		
REAR DOOR LOCKS INOP 6N6	52		
DAYTIME RUNNING LIGHTS DELETE 9G8	INCL		
HORN SIREN RELAY 6J4	33		
		Subtotal From Additional Sheet(s):	
		<b>Subtotal B:</b>	721

**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
EXTRA KEYS-8 TOTAL	180	PUSH BUMPER-GO RHINO	300
SPECIAL PAINT BLACK & WHITE	1144		
CLOTH BUCKET FRONT/VINYL REAR BENCH	INCL		
		Subtotal From Additional Sheet(s):	
		<b>Subtotal C:</b>	1624

**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:** 5%

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

Description	Cost	Description	Cost
DELIVERY	407	5 YEAR/100,000 POWERTRAIN WARRANTY	N/C
QUANTITY DISCOUNT	-2200		
		<b>Subtotal D:</b>	-1793

**E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)** 30533

Quantity Ordered:  X Subtotal of A + B + C + D:  = **Subtotal E:** 946523

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

**G. Trade-Ins / Other Allowances / Special Discounts**

Description	Cost	Description	Cost
		<b>Subtotal G:</b>	0

**Delivery Date:** 90 -120 DAYS **H. Total Purchase Price (E+F+G):** 947123

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>12/19/2006</b>		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Police Department		<i>12/19/06</i>	Date	<i>12/19/06</i>
Department Head	Gregory W. Rushin		Executive Director		
Dept Signature:	<i>Gregory W. Rushin</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #): <b>Pam Haines, ext 2526</b>					

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

**CAPTION**

Approval of the purchase of police vehicle prisoner barriers and transport seats in the amount of \$39,152 from Big Country Supply through an existing contract/agreement with Tarrant County, and authorizing the City Manager or his designee to execute all necessary documents. (Contract# 2005-139)

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>06-07</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	167,445	0	<b>167,445</b>
Encumbered/Expended Amount	0	-27,194	0	<b>-27,194</b>
This Item	0	-39,152	0	<b>-39,152</b>
<b>BALANCE</b>	0	101,099	0	<b>101,099</b>

**FUND(S):**    POLICE EQUIPMENT REPLACEMENT FUND (71-902)

**COMMENTS:** Funds are included in the FY 2006-07 approved budget for the replacement purchase of prisoner barriers and transport seats for replacement police vehicles. The balance of funds will be used for Police Equipment replacement purchases.

**STRATEGIC PLAN GOAL:** Police Vehicle equipment replacement relates to the City's Goal of "Service Excellence".

**SUMMARY OF ITEM**

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. Contract# 2005-139).

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



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

## MEMORANDUM

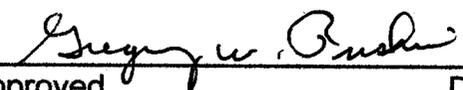
**DATE:** December 8, 2006  
**TO:** Gregory W. Rushin, Chief of Police  
**VIA:** Edward G. Brashear, Administrative Manager  
**FROM:** Marty Childers, Police Equipment Officer   
**SUBJECT:** Prisoner Barriers and Prisoners Seats for New Tahoe Patrol Vehicles

---

I have received the required price quotes for the new prisoner barriers and seats to fit the new patrol Tahoes through the Tarrant County Purchasing Contract. The cost for the prisoner barriers is \$18,104.00 and the cost for the prisoner seats is \$21,048.00, for a grand total of **\$39,152.00**. This purchase will be funded out of the Police ERF, account # 902.6208.

January Cook in the Purchasing Department verified the Tarrant County contract pricing for these items, and advised that we could proceed with the purchase. This memo, indicating your approval, to be used as the supporting documentation for the council agenda item. If you approve this purchase today it will go on the December 19, 2006 City Council Agenda.

Please let me know if you want me to proceed with this process to purchase this equipment. If you have any questions or need further information please let me know.

 12-08-06  
Approved Date

g-2



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>12/19/06</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		Initials	Date	
Department Head	David Stephens		Executive Director	12.11.06	
Dept Signature:	<i>David Stephens</i>		City Manager	12/11/06	
Agenda Coordinator (include phone #): <b>Lisa Prunty, Ext. 7342</b>					

**ACTION REQUESTED:**     ORDINANCE     RESOLUTION     CHANGE ORDER     AGREEMENT  
 APPROVAL OF BID     AWARD OF CONTRACT     OTHER STATE CONTRACT

**CAPTION**

Authorize the purchase of Altiris Total Management Suite software in the amount of \$188,436 from Dell Inc., through an existing Department of Information Resources (DIR) contract: and authorizing the City Manager or his designee to execute all necessary documents. (DIR-SDD-192)

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2006-07</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	254,000	0	<b>254,000</b>
Encumbered/Expended Amount	0	-13,355	0	<b>-13,355</b>
This Item	0	-188,436	0	<b>-188,436</b>
BALANCE	0	52,209	0	<b>52,209</b>

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

**COMMENTS:** Funds are included in the 2006-07 Technology Services budget for this item. Remaining funds will be used for other software, hardware, support, maintenance, and license renewal agreements related to the Altiris Network Suite project.

**STRATEGIC PLAN GOAL:** Software licensing, maintenance, and software relates to the City's Goal of "Service Excellence".

**SUMMARY OF ITEM**

Technology Services recommends Council approve expenditure of \$188,436 to Dell Inc. through the Department of Information Resources (DIR) for Altiris Total Management Suite. By purchasing the Total Management Suite we will be getting the full version of the software enabling us to manage computers and laptops as well as servers and public PC's at the libraries. 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 and State Law requiring the local government to seek competitive bids for the items. ( DIR-SDD-192 )

List of Supporting Documents:  
Memo, Quote

Other Departments, Boards, Commissions or Agencies

*h-1*

## MEMORANDUM

DATE: December 1, 2006  
TO: David Stephens, Director, Technology Services  
FROM: Cindy Smith, Desktop Manager  
SUBJECT: Altiris Software Agenda Item

Attached is the agenda item and quote to purchase 2500 licenses of the Altiris Total Management Suite with Software Virtualization Suite and 300 licenses of Altiris Protect. Currently we have 2000 licenses of the Altiris Client Management Suite and 2 licenses of the Asset Management Suite. By purchasing the Total Management Suite, we will be getting the full version of the software enabling us to manage not only the computers and laptops in the City, but also all the servers. In addition we are getting the Protect software. This software will enable us to manage the public pcs at the libraries using the same console.

By purchasing the software now, we are saving \$56,000 off the DIR price. Dell is listed in the DIR (DIR-SDD-192).

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**DELL****QUOTATION**

QUOTE #: 333232965

Customer #: 360554

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 12/1/06

Date: 12/1/06 1:44:05 PM

Customer Name: CITY OF PLANO

TOTAL QUOTE AMOUNT:	\$157,714.00		
Product Subtotal:	\$157,714.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
CS-City of Plano- TMS w SVS (A0728574)	2500	\$60.82	\$152,050.00
CS- City of Plano- Altiris Protect (A0758604)	300	\$18.88	\$5,664.00
Number of S & A Items: 2		S&A Total Amount: \$157,714.00	

SALES REP:	Don Dodson	PHONE:	800-981-3355
Email Address:	don_dodson@dell.com	Phone Ext:	72-46884

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at [www.dell.com/quote](http://www.dell.com/quote)

Unless you have a separate agreement with Dell, the terms and conditions found at <http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm> shall govern the sale and resale of the Products and Services referenced in this quotation.

Prices and tax rates are valid in the U.S. only and are subject to change.

**\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax\_Department@dell.com. \*\***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.



Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at [US\\_Dell\\_ARS\\_Requests@dell.com](mailto:US_Dell_ARS_Requests@dell.com). Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)

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**DELL****QUOTATION**

QUOTE #: 282737235

Customer #: 360554

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 3/20/06

Customer Name: CITY OF PLANO

Date: 3/20/06 10:15:21 AM

TOTAL QUOTE AMOUNT:	\$30,722.00		
Product Subtotal:	\$30,722.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Altiris Server Mgmt Suite Lvl 1-1 to 249 (A0415742)	200	\$153.61	\$30,722.00
Number of S & A Items: 1		S&A Total Amount: \$30,722.00	

COMMENTS
CINDYS@PLANO.GOV

SALES REP:	Don Dodson	PHONE:	800-981-3355
Email Address:	don_dodson@dell.com	Phone Ext:	72-46884

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at [www.dell.com/quote](http://www.dell.com/quote)

Unless you have a separate agreement with Dell, the terms and conditions found at <http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm> shall govern the sale and resale of the Products and Services referenced in this quotation.

*H-5*

Prices and tax rates are valid in the U.S. only and are subject to change.

**\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax\_Department@dell.com. \*\***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US\_Dell\_ARS\_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>12/19/06</b>	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services	Initials	Date	
Department Head	David Stephens	Executive Director	12.11.06	
Dept Signature:	<i>David Stephens</i>	City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		<b>Lisa Prunty, ext 7342</b>		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
<b>CAPTION</b>				
Authorize the purchase of network servers in the amount not to exceed \$300,000 from IBM Direct and Hewlett Packard through the Department of Information Resources (DIR) Contract, and authorizing the City Manager or his designee to execute all necessary documents. (IBM Direct DIR-SDD-190, HP DIR-VPC-03-006).				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2006-07</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	300,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-300,000	-300,000
<b>BALANCE</b>		<b>0</b>	<b>0</b>	<b>0</b>
FUND(s): <b>TECHNOLOGY INFRASTRUCTURE FUND (062)</b>				
COMMENTS: Funds are included in the 2006-07 Budget for the replacement of various servers throughout the City's technology infrastructure. STRATEGIC PLAN GOAL: Replacement of computer servers relates to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Technology Services recommends Council approve an expenditure not to exceed \$ 300,000 to IBM Direct and Hewlett Packard through the Department of Information Resources (DIR) 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 Direct DIR-SDD-190, HP DIR-VPC-03-006).				
Memo	Other Departments, Boards, Commissions or Agencies			

# Interoffice Memo

**Date:** 11/20/06

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

**Cc:**

**From:** Chester M. Helt, Infrastructure Manager

**RE:** New External DNS Servers and Server Replacements for 2007

---

We recommend purchasing our replacement servers for this fiscal year from two DIR vendors. The two vendors are IBM and HP. The IBM State of Texas Contract is DIR-SDD-190. The HP State of Texas contract is DIR-SDD-223. We will purchase the replacement servers from a combination of these State of Texas vendors based on the specific application residing on our existing servers. We are requesting council approve a not to exceed amount of \$ 300,000.00 as budgeted for server replacement for this agenda item.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>12/19/06</b>	Reviewed by Legal <i>js</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		Initials	Date
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	<b>12/11/06</b>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<b>12/11/06</b>
Agenda Coordinator (include phone #):		<b>Lisa Prunty Ext. 7342</b>		
<b>ACTION REQUESTED:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER HGAC CONTRACT				
<b>CAPTION</b>				
Approval of the purchase of Wireless Mesh Network Extension in the amount of \$7,896,000 from Motorola, Inc. through an existing contract/agreement with Houston Galveston Area Council (HGAC), and authorizing the City Manager or his designee to execute all necessary documents. (HGAC Contract # RA01-06)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
<b>FISCAL YEAR:</b>	<b>06-07</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
Budget		0	20,500,000	0
Encumbered/Expended Amount		0		0
This Item		0	-7,896,000	0
<b>BALANCE</b>		<b>0</b>	<b>12,604,000</b>	<b>0</b>
<b>FUND(s):</b> <b>TECHNOLOGY FUND (C.O.'s)</b>				
<b>COMMENTS:</b> Funds will be provided by the sale of Certificates of Obligation. This item, in the amount of \$7,896,000 will leave a current year allocation of \$12,604,000 for the Moto Mesh project. <b>STRATEGIC PLAN GOAL:</b> The wireless mesh network extension relates to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Technology Services recommends Council approve an expenditure of \$7,896,000 to Motorola, Inc. through the Houston Galveston Area Council (HGAC) for the purchase of Wireless Mesh Network Extension. This proposal will allow the City to extend the existing wireless hotspots to encompass all the major arterial streets and coverage of selected neighborhoods. The wireless mesh network will provide mobile access for Public Safety on a secure 4.9 GHz wireless network and other city personnel will have access to city computing resources via a secure 2.4 GHz network being serviced from the same devices. The City is authorized to purchase from the Houston Galveston Area Council (HGAC) 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. HGAC# RA01-06.				
List of Supporting Documents: Staff memo, Quote		Other Departments, Boards, Commissions or Agencies		

# Interoffice Memo

**Date:** 12/07/06  
**To:** Bruce Glasscock, Assistant City Manager  
**Cc:**  
**From:** David Stephens, Director Technology Services  
**RE:** Motorola Mesh Network Contract

---

We are recommending that the attached Wireless Mesh Network be acquired as listed in the attached document from Motorola. This contract will allow the City of Plano to extend the existing wireless hotspots to encompass all the major arterial streets and coverage of selected neighborhoods. The cost of this phase of the project will be approximately \$7,896,000 and will be a design and build type of contract.

The purpose of this wireless mesh network is to provide mobile access for Public Safety on a secure 4.9 GHz wireless network and other city personnel will have access to city computing resources via a secure 2.4 GHz network being serviced from the same devices. This wireless network is in support of one of the goals of the "Service Excellence" category of the 2006-2007 City Council Strategic Plan.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	<b>12/19/06</b>	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering Department		Initials	Date
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	12/11/06
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	12/11/06
Agenda Coordinator (include phone #):	<b>Irene Pegues (7198)</b>		<b>(Project No. 5521)</b>	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
To Barson Utilities, increasing the contract by \$29,105.00 for Whiffletree Water Rehabilitation, Change Order No. 2 (Bid No. B 2006-38-B).				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2006-07</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,436,258	169,742	0	1,606,000
Encumbered/Expended Amount	-1,436,258	-138,128	0	-1,574,386
This Item	0	-29,105	0	-29,105
BALANCE	0	2,509	0	2,509
FUND(S): <b>WATER CIP</b>				
COMMENTS: Funds are included in the 2006-07 Water Community Investment Program. This change order, in the amount of \$29,105, will leave a current year balance of \$2,509 for the Whiffletree Water Rehabilitation project.				
STRATEGIC PLAN GOAL: Additional paving relates to the City's Goals of Livable and Sustainable Community.				
<b>SUMMARY OF ITEM</b>				
This change order is for revising the scope of work to include additional paving as measured in the field.				
Staff recommends approval of Change Order No. 2. The contract total will be \$1,539,867.30, which includes change orders of 6.01% of the original contract amount of \$1,452,547.30.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Change Order No. 2		N/A		

*R-1*



D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 0 days to this project:

Original Contract Time	<u>170 working days</u>
Amount (Including Previous Change Orders)	<u>200 working days</u>
<b>Amount, Change Order No. 2</b>	<u>0 working days</u>
<b>Revised Contract Time</b>	<u>200 working days</u>
<b>Total Percent Increase Including Previous Change Orders</b>	<u>17.65%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and Barson Utilities, do hereby agree to append this Change Order No. 2 to the original contract between themselves, dated December 20, 2005.

**OWNER: CITY OF PLANO**

**CONTRACTOR: BARSON UTILITIES**

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

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

Print  
Name: Thomas H. Muehlenbeck

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

Print  
Title: City Manager

Print  
Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

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

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**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, \_\_\_\_\_ of **BARSON UTILITIES**, a **Texas** corporation, on behalf of said corporation.

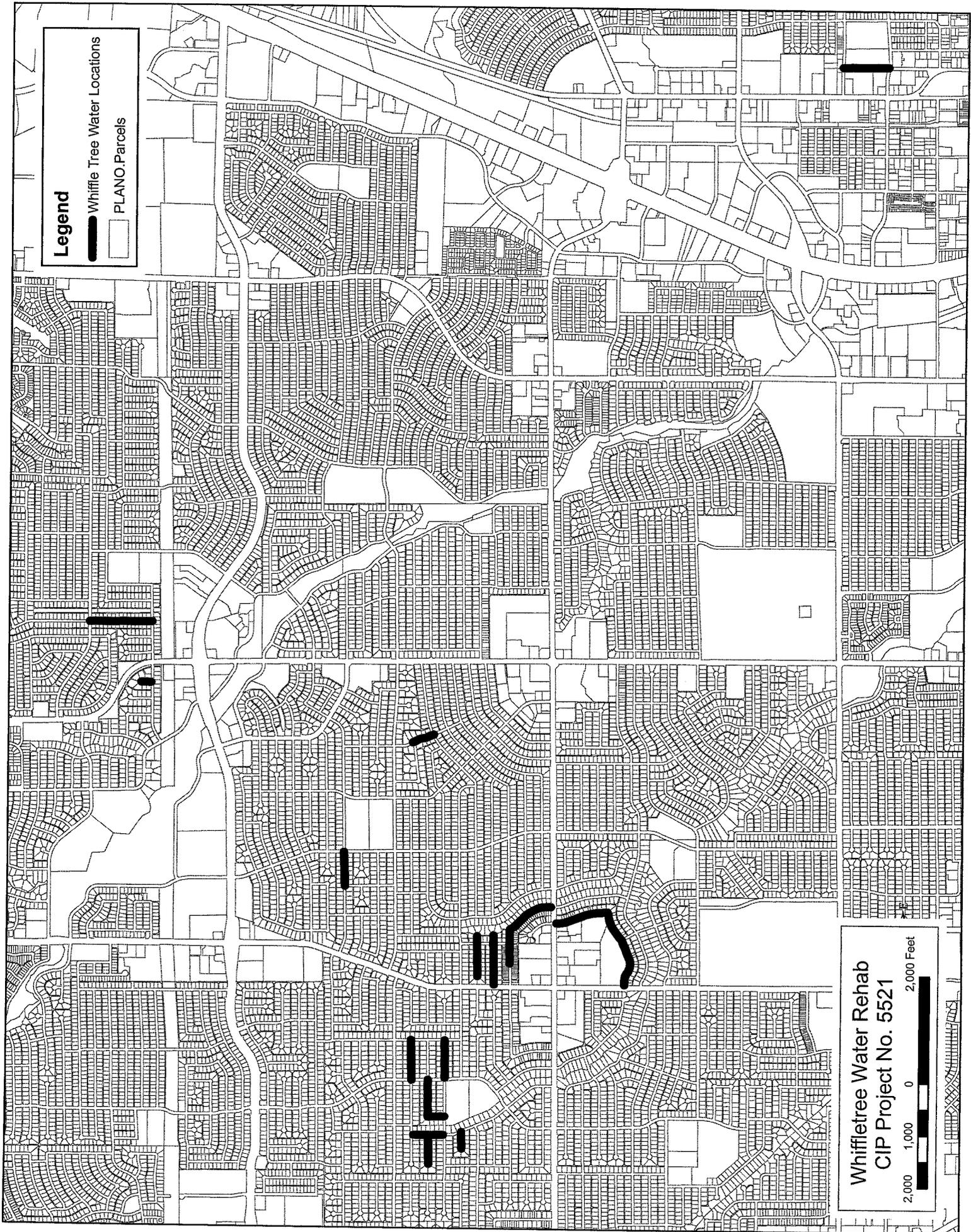
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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

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**Legend**

Whiffle Tree Water Locations

PLANO.Parcels

Whiffletree Water Rehab  
CIP Project No. 5521



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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date: <b>12/19/06</b>		Reviewed by Legal <i>JS</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services - Public Safety Support		<i>Initials</i>	Date
Department Head	David Stephens	Executive Director	<i>JS</i>	<b>12.11.06</b>
Dept Signature:	<i>David Stephens</i>	City Manager	<i>JS</i>	<b>12/11/06</b>
Agenda Coordinator (include phone #): <b>Lisa Prunty ext. 7342</b>				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
<b>CAPTION</b>				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SUPPORT AND MAINTENANCE AGREEMENT WITH BIO-KEY INTERNATIONAL, INC., A SOLE SOURCE VENDOR FOR THE MAINTENANCE AND SUPPORT OF BIO-KEY SOFTWARE APPLICATIONS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>06-07, 07-08 08-09</b>	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	871,670	0
Encumbered/Expended Amount		0	-26,379	0
This Item		0	-80,001	0
BALANCE		0	<b>765,290</b>	0
FUND(S): <b>TECHNOLOGY SERVICES FUND (66)</b>				
COMMENTS: Funds are included in the 2006-07 Public Safety Support budget. This item is for a (3) year maintenance and support agreement with Bio-key, subject to funding and appropriations in future years. The remaining balance will be used throughout the year for other Public Safety Support maintenance agreements. STRATEGIC PLAN GOAL: This item relates to the City's Goal of "Service Excellence".				
<b>SUMMARY OF ITEM</b>				
Technology Services recommends Council approve software support services with Bio-key International for three (3) years for a sum of \$80,001.05 for the first year and the fee in subsequent years will be the fee in effect during previous year plus an increase, if any, not to exceed 10 percent (10%) subject to the availability and appropriation of funds after the first year. Maintenance and support for the Bio-Key applications are only available from one source, Bio-key International and therefore is exempt from competitive bid as provided for in Section 252.022(a)(7) of the Texas Local Government Code.				
List of Supporting Documents: Staff memo; Resolution,		Other Departments, Boards, Commissions or Agencies N/A		

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MEMORANDUM

Date: December 5, 2006

To: David Stephens, Director of Technology Services

From: Earl Atencio, Public Safety Support Manager

Subject: BIO-key International, Inc. Support and Maintenance

Council approval is requested to purchase the annual software maintenance support for BIO-key International, Inc. PacketCluster suite of mobile software products and FireRMS suite of software products. The PacketCluster suite of mobile software products is a wireless query and messaging solution that provides law enforcement officers in the field with direct access to motor vehicle and warrant information within seconds. The FireRMS suite of software products is an enterprise-class, NFIS 5.0 compliant Fire Records Management System (FRMS). These software packages are part of the comprehensive public safety technology improvement project. BIO-key International, Inc. is the sole source provider for this maintenance and support.

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SUPPORT AND MAINTENANCE AGREEMENT WITH BIO-KEY INTERNATIONAL, INC., A SOLE SOURCE VENDOR FOR THE MAINTENANCE AND SUPPORT OF BIO-KEY SOFTWARE APPLICATIONS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Plano has been presented with a support and maintenance invoice from BIO-key International, Inc. for maintenance and support of BIO-key software applications in an amount not to exceed \$80,001.05 for the first year and the fee in subsequent years will be the fee in effect during previous year plus an increase, if any, not to exceed 10 percent (10%) subject to the availability and appropriation of funds after the first year; and

**WHEREAS**, the City Council finds that the maintenance and support for the BIO-key software applications is only available from one source, BIO-key International, Inc., and, therefore, is exempt from competitive bid as provided for in Section 252.022(a)(7) of the Texas Local Government Code; 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 should be authorized to execute it on behalf of the City of Plano.

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

**Section I.** The City Council of the City of Plano, Texas, hereby finds and determines that maintenance and support for the BIO-key software applications is available from only one source, and, therefore, exempt from competitive bid or proposal as provided for in Section 252.022(a)(7) of the Texas Local Government Code.

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

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**Section III.** 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.

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

**DULY PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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

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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	<b>12/19/06</b>		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Human Resources		Initials	Date	
Department Head	LaShon Ross		Executive Director	<i>[Signature]</i>	12-11-06
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	12/11/06
Agenda Coordinator (include phone #):	<b>Daryll McCarthy x 5216</b>				

**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 INTERLOCAL AGREEMENT BY AND BETWEEN CITY OF PLANO AND CITY OF FRISCO ESTABLISHING THE CITIES OF FRISCO AND PLANO CHARITABLE CAMPAIGN PARTNERSHIP AND APPOINTING THE COMMUNITY HEALTH CHARITIES AS THE CAMPAIGN MANAGER; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE AGREEMENT HEREIN; 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
<b>BALANCE</b>	0	0	0	0

**FUND(S):**

**COMMENTS:**

**SUMMARY OF ITEM**

The Charitable Campaign Partnership will give the employees of the two cities the opportunity to support their charity(ies) through payroll deductions. The Community Health Charities will serve as the campaign manager and coordinate all campaign activities to include communication with employees, collection and distribution of donations, and monitoring of participating charitable organizations. The campaign manager's administrative costs for these services will be paid from a percentage of the employees' contributions.

List of Supporting Documents: Copy of the Resolution Copy of the Interlocal Agreement	Other Departments, Boards, Commissions or Agencies
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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN CITY OF PLANO AND CITY OF FRISCO ESTABLISHING THE CITIES OF FRISCO AND PLANO CHARITABLE CAMPAIGN PARTNERSHIP AND APPOINTING THE COMMUNITY HEALTH CHARITIES AS THE CAMPAIGN MANAGER; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE AGREEMENT HEREIN; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, The City Council has been presented a proposed Interlocal Cooperation Agreement (hereinafter "Agreement") providing the terms and conditions for a charitable campaign partnership by and between the City of Plano, Texas, and City of Frisco, Texas, and appointing the Community Health Charities as the Campaign Manager, a substantial copy of which is attached hereto as Exhibit "A"; 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, including the appointment of the Community Health Charities as the Campaign Manager, should be approved.

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

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

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

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RESOLUTION NO. \_\_\_\_\_

Page 2

DULY PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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

Exhibit "A" to Resolution NO. \_\_\_\_\_

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND THE CITY OF FRISCO, TEXAS  
FOR  
CITIES OF FRISCO AND PLANO CHARITABLE CAMPAIGN PARTNERSHIP**

**THIS AGREEMENT**, (the "Agreement"), is made and entered into by and between the City of Plano, Texas, a home-rule municipal corporation located in Collin and Denton County, Texas (hereinafter referred to as "Plano") and the City of Frisco, Texas, a home-rule municipal corporation located in Collin County, Texas (hereinafter referred to as "Frisco").

**WITNESSETH:**

**WHEREAS**, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, et. seq. (the "Act"); and

**WHEREAS**, Plano and Frisco are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens. Part of these governmental functions and services includes exercising the option to provides municipal employees with opportunities to support charities through payroll deductions; and

**WHEREAS**, these functions and services serve the public health, safety and welfare, promote community goodwill, and are of common concern to municipal employees, charitable organizations and their clients, and the federations which coordinate the distribution of donations to these charitable organizations; and

**WHEREAS**, Plano and Frisco have designated the Human Resources (HR) Directors from their respective municipalities to facilitate an annual charitable campaign by serving as liaisons between municipal employees and the Campaign Manager selected to facilitate the collection and distribution of donations; and

**WHEREAS**, Plano and Frisco will appoint a Steering Committee consisting of three (3) Frisco employees and four (4) Plano employees to assist with this process; and

**WHEREAS**, Plano and Frisco have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

**WHEREAS**, Plano and Frisco mutually desire to be subject to the provisions of V.T.C.A. Government Code §791.001, et. seq., the Interlocal Cooperation Act, and other applicable sections, statutes and contracts pursuant thereto;

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**NOW, THEREFORE**, for mutual consideration hereinafter stated, Plano and Frisco, agree as follows:

**I.  
EFFECTIVE DATE**

The effective date of this Agreement shall be January 1, 2007.

**II.  
TERM**

The Initial term of this Agreement shall be for a period beginning on the effective date of the Agreement, as provided herein, and ending December 31, 2008. Thereafter, upon mutual agreement of the parties hereto, this Agreement may be renewed for two (2) additional one year terms commencing on January 1<sup>st</sup> and ending on December 31<sup>st</sup> of each year, unless terminated earlier by either Plano or Frisco as set forth below.

**III.  
AGREEMENT**

1. The Cities of Plano and Frisco hereby establish the **Cities of Frisco and Plano Charitable Campaign Partnership** (hereinafter referred to as "CFPCCP") to provide municipal employees with opportunities to financially support their favorite charity(ies) through payroll deductions.
2. The CFPCCP shall be the only authorized charitable campaign to be conducted within the Cities of Frisco and Plano work environments. The campaigns shall be managed by the HR Directors of the respective cities with assistance from a Steering Committee of employees appointed by the City Managers or his/her designees.
3. The CFPCCP has selected **Community Health Charities** as its Campaign Manager and will work directly with this organization to coordinate all campaign activities to include communication with employees, collection and distribution of donations, and monitoring of participating charitable organizations to be included as approved to receive donations.
4. The CFPCCP will adhere to all guidelines stated within the "Cities of Frisco and Plano Charitable Campaign Partnership Agreement," marked as **Exhibit "A"** attached hereto and incorporated herein by reference. Where necessary and deemed not to be in conflict with language in this agreement, Plano and/or Frisco may develop additional guidelines, as agreed upon between the respective municipality and the Campaign Manager, to enhance campaign objectives.

**IV.  
PAYMENT/FUNDING**

All donations made to charitable organizations will be from municipal employees. Plano and Frisco will provide no revenues to the Charitable Campaign but will provide

staff for administrative purposes, such as processing payroll deductions, to assist employees in supporting their chosen charities.

**V.  
TERMINATION**

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party.

**VI.  
NOTICE**

Notice as required by this Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below:

**PLANO**

LaShon Ross  
Human Resources Director  
City of Plano  
P.O. Box 860358  
Plano, Texas 75086-0358  
(972) 941-7422

**FRISCO**

Lauren Safranek  
Human Resources Director  
City of Frisco  
6101 Frisco Square Boulevard  
Frisco, Texas 75034  
(972) 292-5210

**VII.  
HOLD HARMLESS**

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract.

In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. **PLANO** shall be responsible for its sole negligence. **FRISCO** shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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**VIII.  
ENTIRE AGREEMENT**

This Agreement, including its exhibit(s), represents the entire and integrated agreement between **PLANO** and **FRISCO** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**IX.  
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**X.  
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**XI.  
AUTHORITY TO SIGN / CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the duly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. **FRISCO** has executed this Agreement pursuant to duly authorized action of the governing body for the City of Frisco, Texas on \_\_\_\_\_, 2006. **PLANO** has executed this Agreement pursuant to duly authorized City Council Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2006.

**XII.  
ASSIGNMENT AND SUBLETTING**

This Agreement may not be assigned without the prior written consent of the parties.

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**XIII.  
INTERPRETATION OF AGREEMENT**

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

**XIV.  
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**EXECUTED** in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER  
P.O. Box 860358  
Plano, Texas 75086-0358

APPROVED AS TO FORM:

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

**CITY OF FRISCO, TEXAS**

By: \_\_\_\_\_  
George Purefoy  
CITY MANAGER  
6101 Frisco Square Boulevard  
Frisco, Texas 75034

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**ACKNOWLEDGMENTS**

STATE OF TEXAS       )  
                                  )  
COLLIN COUNTY        )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2006, by **GEORGE PUREFOY, City Manager** of the **CITY OF FRISCO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2006, by **THOMAS H. MUEHLENBECK, City Manager** of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

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

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**EXHIBIT "A"**

**Cities of Frisco and Plano  
Charitable Campaign Partnership Agreement  
With  
Community Health Charities**

The Cities of Frisco and Plano hereby establish the Charitable Campaign Partnership (CFPCCP) to provide employees an opportunity to financially support their favorite charity(ies) through payroll (deductions) contributions. The CFPCCP has selected and will work with Community Health Charities "CHC" (designated as Campaign Manager) to serve as liaison between the Cities of Frisco and Plano and all eligible charitable organizations. The guidelines for all campaign activities are set forth herein.

The CFPCCP will provide all full-time and part-time employees an annual opportunity to exercise the following options:

1. Review a list of Charitable Organizations,
2. Designate an amount to be payroll deducted,
3. Remit a one-time annual donation.
4. Designate charity(ies) for their contribution

Community Health Charities will work with the CFPCCP to screen all charitable organizations requesting to participate in the campaign in accordance with eligibility guidelines reviewed and accepted by the Cities of Frisco and Plano. Funds will be collected and distributed in accordance with campaign rules and will support community needs through provision of direct and indirect services. The campaign objective is to enhance charitable giving through local reinvestment.

**Scope of the CFPLCCP**

The CFPCCP is the only authorized Charitable Campaign to be conducted within the Cities of Frisco and Plano work environments. The HR Directors of Frisco and Plano shall oversee development and monitoring of campaign rules; charitable organization eligibility criteria; third-party assistance from CHC; and all actions to ensure compliance with campaign rules. The Directors will be assisted by a Steering Committee consisting of three (3) employees from Frisco and four (4) from Plano (not including the Human Resources Directors).

**Eligibility Criteria**

The Campaign will be conducted for the support of eligible health and human service organizations; arts and cultural affairs service organizations; and agencies that promote public welfare. Charitable Organizations that apply and are deemed to meet eligibility criteria will be listed in campaign marketing materials for the purpose of soliciting

*M-10*

contributions. In addition to these criteria, Charitable Organizations not affiliated with a Federation such as CHC and submitting an application for individual participation will be eligible, subject to campaign/administrative rules and fees.

Eligible Federations must represent a minimum of fifteen (15) Charitable Organizations with status as a 501 (c) (3) and documented history as a Charitable Organization for at least two (2) years as of the application closing date. Individual Charitable Organizations seeking participation in the CFPCCP must also demonstrate at least two (2) years of history as an active organization. All other campaign rules will be presented to any individual Charitable Organization applying to participate in the charitable campaign.

Each Federation/Charitable Organization desiring to participate in the Campaign must complete and submit the necessary application and supporting information to provide proof that it meets the following criteria:

- a) Must be organized for charitable purposes under the Texas Non-Profit Corporation Act (Article 1396-1.01 et seq., as amended, Vernon's Texas Civil Statutes) or hold a certificate of authority issued under the act;
- b) Must be a non-profit organization with tax-exempt 501 (c) (3) status under the Internal Revenue Code, 26 U.S.C. §501, and to which contributions are deductible for income tax purposes under Section 170 of that Code, 26 U.S.C. §170 and provide proof of such designation/status;
- c) Must provide a completed copy of the IRS Form 990 (no substitutes), including a signature, even if the IRS did not require filing.
- d) Must certify that funds are accounted for in accordance with generally accepted accounting principles and that an audit of the organization's fiscal operations is completed annually by an independent Certified Public Accountant in accordance with generally accepted auditing standards. A copy of the organization's most recent audit must accompany the application and must encompass a period ending not more than twelve (12) months prior to the date of application. An agency with an annual budget less than \$100,000 may provide an Independent Accountant's Review. Must provide proof of fundraising revenues for the previous two (2) years and show the percentage based on total budget.
- e) Must have a written policy of non-discrimination and must comply with all laws and regulations regarding non-discrimination and equal opportunity with respect to clients, officers, employees, and volunteers.
- f) Must directly provide at least one of the following: health and/or human welfare services; art and/or cultural affairs services; and/or programs that promote public welfare. An agency will be considered to provide such services if it provides;
  - 1) Education, prevention or care in the fields of human health or social adjustment and rehabilitation;
  - 2) Relief for victims of natural disasters and other emergencies;
  - 3) Activities, programs or services that protect or enhance local environmental concerns;

- 4) Assistance to people who are impoverished or in need of food, shelter, clothing and other basic human welfare services.
- g) Must ensure marketing materials are based on actual program operations and are truthful, non-deceptive and include all material facts relative to its cause;
- h) Must ensure that its publicity and promotional activities protect against unauthorized use of its contributor list;
- i) Must have a separate volunteer Board of Directors that serves without compensation;
- j) Must meet application deadlines; and
- k) Must agree to comply with all provisions in these guidelines.

A Charitable Organization will be deemed ineligible for participation if it solicits funds for and/or directly distributes funds to support the following:

- a) Public or private schools (does not include foundations/entities whose primary purpose is to offer scholarship monies directly to eligible students);
- b) Litigation activities on behalf of a party other than the Charitable Organization itself;
- c) Lobbying for passage or defeat of legislation;
- d) Churches, synagogues and other religious groups and sectarian activities, including activities aimed to promote the adoption of one or more religious or philosophical viewpoints;
- e) Agencies that exist to further political agendas;
- f) A private foundation organized solely to participate in this campaign.

NOTE: If the Charitable Organization can demonstrate that its participation in any of these ineligible activities is incidental to its work in providing assistance to health and human service organizations; arts and cultural affairs service organizations; and/or agencies that promote public welfare, the organization will not be disqualified from participation on that basis.

In addition to the foregoing criteria which will result in ineligibility for participation:

- a) A Charitable Organization shall not knowingly encourage, foster, promote or fund any project, production, workshop or program that includes obscene materials as defined by 43.21 of the Texas Penal Code.
- b) A Charitable Organization's administrative and fundraising expenses shall not exceed twenty-five percent (25%) of total support and revenues, unless a plan for reducing the percentage to less than twenty-five percent 25% over three (3) years is included with the organization's application to participate in the Campaign. This amount shall be computed from information on the IRS Form 990: add the amount spent on "management and general" (line 14) to "fundraising" (line 15) and divide the sum by "total revenue" (line 12).

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### **Campaign Manager Eligibility and Responsibilities**

The Cities of Frisco and Plano shall execute an agreement with CHC (which meets the CFPCCP's requirement to be an eligible 501 (c) (3) Federation) to serve as Campaign Manager to assist with providing an annual campaign for the purpose of soliciting contributions from City employees for Charitable Organizations. This agreement shall specifically state duties assigned to the Campaign Manager and to the CFPCCP. Federations will be selected for a one (1) year period with two (2) annual options to renew the agreement.

Community Health Charities (or other selected Campaign Manager) shall be responsible for working with the Cities' Directors of Human Resources and Steering Committee to:

- a) Develop and apply eligibility criteria for all Charitable Organizations, including those not represented by the Federation;
- b) Develop campaign marketing brochures and communication strategies;
- c) Create and maintain a database reflecting all contributions, expenditures, and any financial activity associated with the campaign;
- d) Provide full disclosure of all administrative costs and work with the Cities of Frisco and Plano to maintain these costs at or below ten percent (10%) of all contributions received.
- e) Assist with coordinating an annual campaign beginning in September of each year with payroll deductions commencing with the first full payroll in the following year.



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		<b>12/19/06</b>	Reviewed by Legal <i>ws</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal			Initials	Date
Department Head	Diane Wetherbee		Executive Director	<i>[Signature]</i>	12-12-06
Dept Signature:			City Manager	<i>[Signature]</i>	12-12-06
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
<b>CAPTION</b>					
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SETTLEMENT AGREEMENT AND RELEASE BY AND BETWEEN JACOBS CIVIL, INC. AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>	
Budget	23,609	1,326,391	0	1,350,000	
Encumbered/Expended Amount	-23,609	-6,440	0	-30,049	
This Item	0	110,477	0	110,477	
BALANCE	0	1,430,428	0	1,430,428	
FUND(s):					
COMMENTS:					
<b>SUMMARY OF ITEM</b>					
This Resolution settles claims asserted by the city against Jacobs Civil, Inc. arising out of alleged deficiencies in the services for the US 75 Ramp Improvement Implementation Project.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
n/a			n/a		

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SETTLEMENT AGREEMENT AND RELEASE BY AND BETWEEN JACOBS CIVIL, INC. AND THE CITY OF PLANO; 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 settlement agreement and release for claims by the City pertaining to the services for the US 75 Ramp Improvement Implementation Project between Jacobs Civil, Inc., and the City of Plano, 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 Agreement.

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

**DULY PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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

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**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Settlement Agreement") is made and entered into this 22nd day of November, 2006, by and between the **City of Plano, Texas**, a Home-Rule Municipal Corporation ("City") and **JACOBS CIVIL INC.** ("Jacobs").

**WHEREAS**, City and Jacobs entered into an Engineering Services Agreement evidenced by written contract, effective July 22, 2003, and documents referenced therein (the "Contract") wherein Jacobs agreed to perform engineering services (the "Services") for the **US 75 Ramp Improvement Implementation Project** (the "Project"); and

**WHEREAS**, through a letter dated October 26, 2006, City asserted various claims against Jacobs arising out of alleged deficiencies in the Services; and

**WHEREAS**, Jacobs does not necessarily agree with the entirety of such claims against Jacobs; and

**WHEREAS**, nonetheless, the parties hereto desire to compromise and settle any and all matters and things in controversy with respect to the claims and pertaining to the Services and the Project, on the following terms and conditions;

**NOW, THEREFORE**, for and in consideration of the mutual promises herein, including the recitals set forth above, the parties hereby covenant and agree as follows:

1. City and Jacobs agree that all claims arising from the Services on the Project asserted by City are hereby fully and finally settled based upon the following consideration to be paid by Jacobs: One hundred ten thousand four hundred seventy six and 93/100 Dollars (\$110,476.93) will be paid within thirty (30) days after this Settlement Agreement has been signed by both parties.

2. Subject to the last sentence of this Paragraph 2, City, its elected and appointed officials, officers, employees, representatives, agents, successors and assigns of each of them, as well as their attorneys, do hereby unconditionally and forever release, remise, acquit and discharge Jacobs and its affiliated companies, and the directors, officers, employees, representatives, agents, successors and assigns of each of them, as well as their attorneys (hereinafter the "Jacobs Releasees"), of and from any and all claims, demands, actions, causes of action, judgments, liabilities or damages of any and every nature, kind or character whatsoever (the "Claims"), whether known or unknown, suspected or unsuspected, now existing or hereafter arising, which City ever had, now has, claims to have, or hereafter can, shall or may for any reasons have, against the Jacobs Releasees arising out of, connected with, concerning or relating in any way to the issues involved or that could have been asserted and involved with the Contract or with the Project, including but not limited to any and all claims, counterclaims, cross-claims or other

causes of action, and including but not limited to any causes of action for or under fraud, breach of contract, negligence, gross negligence, negligent misrepresentations, promissory estoppel, breach of express or implied warranties and breach of any implied contractual covenants. It is understood by the parties that this release extends to and includes, but is not limited to, all damages of every kind, such as compensatory, exemplary, punitive, statutory, additional, contractual and warranty, as well as attorney fees, occurring both in the past and which may occur in the future. Notwithstanding the foregoing, it is understood by the parties that this release does not extend to or include any Claims for defense, indemnity or contribution which may arise out of personal or bodily injury or death of any persons, or the physical damage to tangible property of any third party.

3. City warrants and represents that it has not heretofore assigned any Claims it may have against the Jacobs Releasees, whether jointly, singularly or in any combination thereof, to any other person or entity.

4. The parties acknowledge and agree that this Settlement Agreement is being executed, and the consideration hereunder being given, in full compromise and settlement of disputed claims and to avoid further trouble, litigation, and expense. The parties understand that Jacobs denies all claims of City, and both parties deny any liability or responsibility as a result of such claims; that neither the fact of the compromise and settlement, the performance of the consideration hereunder, nor the acceptance of this Settlement Agreement shall be taken in any way as an admission of fact or liability by either Jacobs or City, which liability is again expressly denied; and that this Settlement Agreement shall not be admissible in any proceeding or cause of action as an admission of liability by any party hereto (except with respect to the duties and obligations herein provided).

5. This Settlement Agreement contains the entire understanding and agreement of the parties, supersedes all other written or oral exchanges, arrangements, or negotiations between the parties or their respective representatives, and may not be altered, amended, or modified, except by a writing properly executed by the party to be charged thereby.

6. This Settlement Agreement is entered into in the State of Texas and shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas.

7. The parties further agree that the statements, representations, agreements and covenants contained herein are contractual in nature and not mere recitations of fact, and that the agreements and covenants set forth herein shall be binding upon and shall inure to the benefit of the parties, and their respective heirs, representatives, agents, attorneys, partners, successors, and assigns, as the case may be.

8. It is agreed that all terms of this Settlement Agreement shall forever remain confidential in all respects and shall not be disclosed to any third party other than to legal advisors, bound by a legal duty of confidentiality, for any reason unless required by applicable law or so ordered by a court.

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9. Except for the rights conferred upon Jacobs Releasees, this Settlement Agreement confers no rights on any person or entity not a signatory hereto.

10. The parties agree that this Settlement Agreement was drafted by joint efforts of both parties and such drafting will not be interpreted against or in favor of any party hereto.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to sign this document, effective as of the date first noted above.

CITY OF PLANO, TEXAS

JACOBS CIVIL INC.

By: \_\_\_\_\_

By: *Brynn Smith*

Printed Name: \_\_\_\_\_

Printed Name: BRYNNE SMITH

Title: City Manager

Title: Vice President

APPROVED AS TO FORM:

*Diane C. Wetherbee*  
Diane C. Wetherbee, CITY ATTORNEY

71-5



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: <b>12/19/06</b>		Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Finance		Initials	Date	
Department Head	John McGrane	Executive Director	<i>[Signature]</i>		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	12.13.06	
Agenda Coordinator (include phone #): <b>Brianna Alvarado x7479</b>					

**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, EXPRESSING INTENT TO FINANCE THE PURCHASE OF EQUIPMENT FOR THE TECHNICAL SERVICES DEPARTMENT INCLUDING A PUBLIC SAFETY WIRELESS MESH NETWORK TOGETHER WITH INSTALLATION AND MAINTENANCE IN AN AMOUNT NOT TO EXCEED TWENTY ONE MILLION DOLLARS (\$21,000,000.00); AND PROVIDING AN EFFECTIVE DATE.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2007-2008</b>	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
<b>BALANCE</b>	0	0	0	0

FUND(S): **GENERAL**

COMMENTS:

**SUMMARY OF ITEM**

Resolution that allows funds to be expended prior to sale of certificates of obligation.

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, EXPRESSING INTENT TO FINANCE THE PURCHASE OF EQUIPMENT FOR THE TECHNICAL SERVICES DEPARTMENT INCLUDING A PUBLIC SAFETY WIRELESS MESH NETWORK TOGETHER WITH INSTALLATION AND MAINTENANCE IN AN AMOUNT NOT TO EXCEED TWENTY ONE MILLION DOLLARS (\$21,000,000.00); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Plano, Texas (the "Issuer") is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, reconstruction or renovation of the property listed on Exhibit A attached hereto; and

**WHEREAS**, the Issuer has concluded that it does not currently desire to issue tax-exempt obligations to finance the costs associated with the property listed on Exhibit A attached hereto; and

**WHEREAS**, the Issuer desires to reimburse itself for the costs associated with the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

**WHEREAS**, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the property listed on Exhibit "A" attached hereto.

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

**Section I.** The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, reconstruction or renovation of the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

**Section II.** The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the property listed on Exhibit A attached hereto will not exceed \$21,000,000.

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

0-2

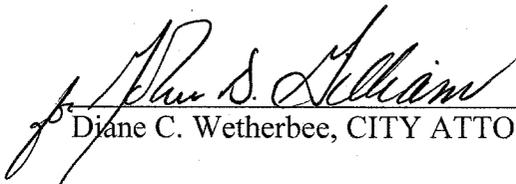
**DULY PASSED AND APPROVED** the 19th day of December, 2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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

0-3

**EXHIBIT "A"**

Equipment for Technical Services Department, including Public Safety Wireless Mesh Network, along with installation and maintenance.

O-4



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	12/19/06		Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch		Executive Director	<i>[Signature]</i> 12/7/06
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 12/7/06
Agenda Coordinator (include phone #): Irene Pegues (7198)				

**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 THAT CERTAIN 20 FOOT WIDE ALLEY RIGHT-OF-WAY EXTENDING FROM 12<sup>TH</sup> STREET TO 13<sup>TH</sup> STREET BETWEEN BLOCK 1 AND BLOCK 3 OF THE ALDRIDGE ADDITION AS RECORDED IN THE LAND RECORDS OF COLLIN COUNTY, TEXAS AND BEING SITUATED IN THE JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213, WHICH IS LOCATED IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH 20 FOOT RIGHT-OF-WAY, 10 FOOT EACH, TO THE ABUTTING PROPERTY OWNERS, BEVERLY A. BLACK, MARGARITA S. CUEVAS, DALTON DAVIS, ORTIZ DIEGO, BARTOLO & FELIPE ESCANDON, SANDRA A. GILSTRAP, MAURICE JOHNSON ETAL, MACEO & WILLIAM F & ROBERT MCKINZIE, ELMO STIMPSON ESTATE, NORRIS STIMPSON, R .T. TURNER & THE HOUSE OF GOD, AND ARTHUR WASHINGTON TO THE EXTENT OF THEIR INTERESTS; 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
<b>BALANCE</b>	0	0	0	0

FUND(s):

COMMENTS:

**SUMMARY OF ITEM**

The adjoining property owners are requesting the abandonment of a 20 foot wide unimproved alley right-of-way between 12<sup>th</sup> Street, 13<sup>th</sup> Street, G Avenue and H Avenue. The abandonment of the right-of-way will eliminate the City's maintenance responsibility for the unimproved alley which has never been utilized.

List of Supporting Documents:

Location Map

Other Departments, Boards, Commissions or Agencies  
n/a

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO THAT CERTAIN 20 FOOT WIDE ALLEY RIGHT-OF-WAY EXTENDING FROM 12<sup>TH</sup> STREET TO 13<sup>TH</sup> STREET BETWEEN BLOCK 1 AND BLOCK 3 OF THE ALDRIDGE ADDITION AS RECORDED IN THE LAND RECORDS OF COLLIN COUNTY, TEXAS AND BEING SITUATED IN THE JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213, WHICH IS LOCATED IN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH 20 FOOT RIGHT-OF-WAY, 10 FOOT EACH, TO THE ABUTTING PROPERTY OWNERS, BEVERLY A. BLACK, MARGARITA S. CUEVAS, DALTON DAVIS, ORTIZ DIEGO, BARTOLO & FELIPE ESCANDON, SANDRA A. GILSTRAP, MAURICE JOHNSON ETAL, MACEO & WILLIAM F & ROBERT MCKINZIE, ELMO STIMPSON ESTATE, NORRIS STIMPSON, R .T. TURNER & THE HOUSE OF GOD, AND ARTHUR WASHINGTON TO THE EXTENT OF THEIR INTERESTS; 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 that certain 20 foot wide alley right-of-way extending from 12<sup>th</sup> Street to 13<sup>th</sup> Street between Block 1 and Block 3 of the Aldridge Addition as recorded in the Land Records of Collin County, Texas (hereinafter called "Right-of-Way") being situated in the Joseph Klepper Survey, Abstract Number 213, 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 Owners have filed with the City a Petition for Abandonment, copies of which are attached hereto as Exhibit "B" (without attached Exhibits) and made a part hereof by reference, which Petition provides that the right-of-way is no longer needed; and

WHEREAS, the Engineering Department has advised that there will be no detrimental effect on the City if the Right-of-Way is abandoned and quitclaimed to the abutting Property Owners; and has advised that the Right-of-Way 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 said Right-of-Way, as more particularly described in Exhibit "A" attached hereto and incorporated herein, is hereby abandoned; and all right, title and interest of the City of Plano, Texas in and to the Right-of-Way, as more particularly described in Exhibit "A" attached hereto and incorporated herein, 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 Right-of-Way 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 Right-of-Way. Any such utility to have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such Right-of-Way.

**Section III.** The City Council hereby finds and determines that the abandonment of the Right-of-Way 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 \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

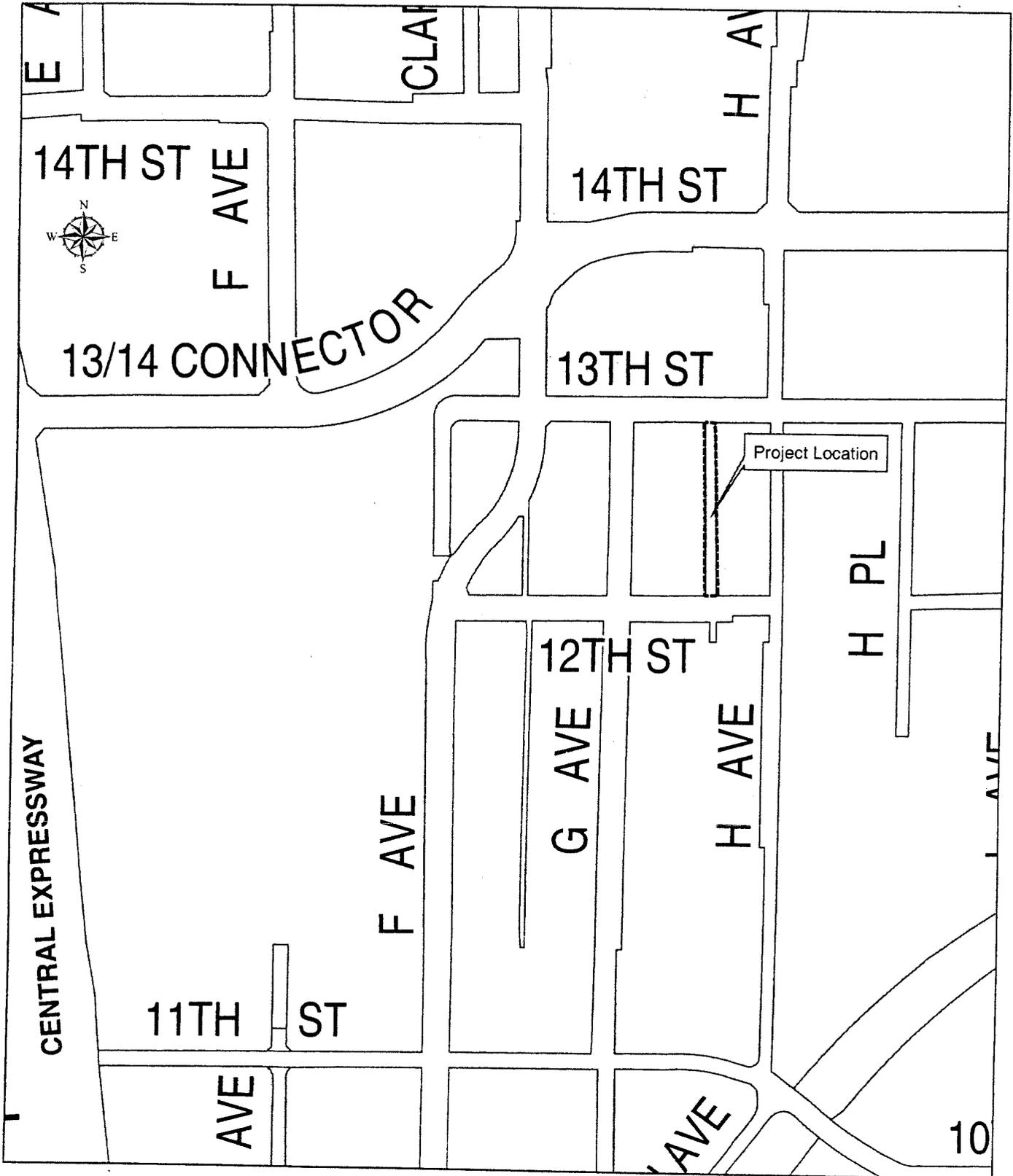
\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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

P-3

# ALLEY ABANDONMENT



## LOCATION MAP

12/05/06

P-4

**EXHIBIT "B"****PETITION FOR ABANDONMENT**

[For Right-of-Way Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting **ABANDONED ALLEYWAY BETWEEN 12<sup>TH</sup> AND 13<sup>TH</sup> STREETS** (hereinafter called "Right-of-Way"), 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 Right-of-Way.

1. The Owners are requesting the abandonment of the Right-of-Way for the following reasons:

**ALLEY NOT USED OR MAINTAINED BY THE CITY AND NEEDS TO BE TURNED OVER TO THE PROPERTY OWNERS.**

2. The following public interest will be served as a result of the abandonment:

**ALLEYWAY WILL TURN INTO PRIVATE PROPERTY, NO POTENTIAL SQUABBLES IN THE FUTURE.**

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 Right-of-Way 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 Right-of-Way, 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 right-of-way for the Right-of-Way requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement right-of-way 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 Right-of-Way 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 and closing of the Right-of-Way by City.**

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 Right-of-Way 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 Right-of-Way 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:

**BEVERLY A. BLACK, MARGARITA S. CUEVAS, DALTON DAVIS, ORTIZ DIEGO, BARTOLO & FELIPE ESCANDON, SANDRA A. GILSTRAP, MAURICE JOHNSON ETAL, MACEO & WILLIAM F & ROBERT MCKINZIE, ELMO STIMPSON ESTATE, NORRIS STIMPSON, R .T. TURNER & THE HOUSE OF GOD, AND ARTHUR WASHINGTON, EACH TO CENTER OF ALLEY RIGHT-OF-WAY**

8. Owners shall also prepare a map or drawing showing the Right-of-Way 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"**.

P-6

EXHIBIT "B"

7. The Owners understand and agree that the abandonment is in the sole discretion of the City Council of the City. The Owners understand and agree that if the Right-of-Way is abandoned, the City will quitclaim the Right-of-Way in proportion to their abutting ownership. Their abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way owned by each property owner. Based on the foregoing, the abutting ownership is in the following proportions:

\_\_\_\_\_

8. Attached to this Petition as Petition Exhibit "C" is a map or drawing showing the Right-of-Way along with the designation of the abutting ownership.

9. Attached as Petition Exhibit "D" are separate field note descriptions for each portion of the Right-of-Way to be quitclaimed to each property owner.

Elmo Stimpson

**Typed Name of Owner**

1201 ave H

**Address**

Plano, Texas 75074

**City, State and Zip**

Dated: 1-29-66 James Stimpson ✓  
**Signature of Owner**

\_\_\_\_\_  
**Typed Name of Owner**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State and Zip**

Dated: \_\_\_\_\_ **Signature of Owner**

**Contact Person for Property Owners:**

**Name:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

EXHIBIT "B"

7. The Owners understand and agree that the abandonment is in the sole discretion of the City Council of the City. The Owners understand and agree that if the Right-of-Way is abandoned, the City will quitclaim the Right-of-Way in proportion to their abutting ownership. Their abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way owned by each property owner. Based on the foregoing, the abutting ownership is in the following proportions:

8. Attached to this Petition as Petition Exhibit "C" is a map or drawing showing the Right-of-Way along with the designation of the abutting ownership.

9. Attached as Petition Exhibit "D" are separate field note descriptions for each portion of the Right-of-Way to be quitclaimed to each property owner.

Maceo McKinzie  
**Typed Name of Owner**

808 13th street  
**Address**

Plano, Texas 75074  
**City, State and Zip**

Dated: 4-9-06

Maceo McKinzie  
**Signature of Owner**

Sandra A Gilstrap  
**Typed Name of Owner**

1204 Ave G  
**Address**

plano, Texas 75074  
**City, State and Zip**

Dated: 4/14/06

Sandra Gilstrap  
**Signature of Owner**

**Contact Person for Property Owners:**

Name: Rafayette McKinzie

Phone No: 972-423-2951

P-8

EXHIBIT "B"

7. The Owners understand and agree that the abandonment is in the sole discretion of the City Council of the City. The Owners understand and agree that if the Right-of-Way is abandoned, the City will quitclaim the Right-of-Way in proportion to their abutting ownership. Their abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way owned by each property owner. Based on the foregoing, the abutting ownership is in the following proportions:

8. Attached to this Petition as Petition Exhibit "C" is a map or drawing showing the Right-of-Way along with the designation of the abutting ownership.

9. Attached as Petition Exhibit "D" are separate field note descriptions for each portion of the Right-of-Way to be quitclaimed to each property owner.

Margarita Soto Cuevas  
**Typed Name of Owner**

1215 ave H  
**Address**

Plano, Texas 75074  
**City, State and Zip**

Dated: 2/3/06 Margarita Soto  
**Signature of Owner**

Beverly A Black  
**Typed Name of Owner**

1200 ave G  
**Address**

Plano, Texas 75074  
**City, State and Zip**

Dated: 1-21-06 Beverly Black  
**Signature of Owner**

**Contact Person for Property Owners:**

Name: Margarita Soto

Phone No: (850) 855-7747

D-9

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.

ORITZ DIEGO

Typed Name of Owner

1310 G. AVE

Address

PLANO, TEXAS 75074

City, State and Zip

Dated: 11-11-06

[Signature]

Signature of Owner

ESCANDON BARTOLO + Keliye

Typed Name of Owner

1317 H. AVE

Address

PLANO, TEXAS 75074

City, State and Zip

Dated: 11-19-06

[Signature]

Signature of Owner

Contact Person for Property Owners:

Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

P-10

EXHIBIT "B"

7. The Owners understand and agree that the abandonment is in the sole discretion of the City Council of the City. The Owners understand and agree that if the Right-of-Way is abandoned, the City will quitclaim the Right-of-Way in proportion to their abutting ownership. Their abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way owned by each property owner. Based on the foregoing, the abutting ownership is in the following proportions:

8. Attached to this Petition as Petition Exhibit "C" is a map or drawing showing the Right-of-Way along with the designation of the abutting ownership.

9. Attached as Petition Exhibit "D" are separate field note descriptions for each portion of the Right-of-Way to be quitclaimed to each property owner.

Dalton Davis  
**Typed Name of Owner**

1206 ave G  
**Address**

Plano, Texas 75074  
**City, State and Zip**

**Dated:** 1-29-06

Dalton Davis  
**Signature of Owner**

James A Washington  
**Typed Name of Owner**

1208 ave G  
**Address**

Plano, Texas 75074  
**City, State and Zip**

**Dated:** 1-29-06

James Washington  
**Signature of Owner**

**Contact Person for Property Owners:**

**Name:** Lafayette McKinzie  
**Phone No:** 972-423-2951

P-11

EXHIBIT "B"

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.

TURNER R.T.  
Typed Name of Owner

1202 B AVE  
Address

PLANO TX, 75074  
City, State and Zip

Dated: 12/10/06

ORDINANCE NO

Bishop R. Turner  
Signature of Owner

CHURCH OF THE LIVING GOD  
Typed Name of Owner

1201 Ave G  
Address

PLANO TX, 75074  
City, State and Zip

Dated: \_\_\_\_\_

Signature of Owner

Contact Person for Property Owners:

Name: R.T. TURNER

Phone No: 972-578-8061

P-12

EXHIBIT "B"

7. The Owners understand and agree that the abandonment is in the sole discretion of the City Council of the City. The Owners understand and agree that if the Right-of-Way is abandoned, the City will quitclaim the Right-of-Way in proportion to their abutting ownership. Their abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way owned by each property owner. Based on the foregoing, the abutting ownership is in the following proportions:

\_\_\_\_\_

8. Attached to this Petition as Petition Exhibit "C" is a map or drawing showing the Right-of-Way along with the designation of the abutting ownership.

9. Attached as Petition Exhibit "D" are separate field note descriptions for each portion of the Right-of-Way to be quitclaimed to each property owner.

Norris Stimpson  
**Typed Name of Owner**

1205 Ave H  
**Address**

Plano, Texas 75074  
**City, State and Zip**

**Dated:** 7-11-06

Norris Stimpson ✓  
**Signature of Owner**

Maurice Johnson  
**Typed Name of Owner**

812 13th street  
**Address**

Plano, Texas 75074  
**City, State and Zip**

**Dated:** 5/15/06

Maurice Johnson ✓  
**Signature of Owner**

**Contact Person for Property Owners:**

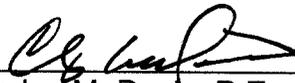
**Name:** Rafayette McInnis

**Phone No:** 972-423-2951

**FOR DEPARTMENTAL USE ONLY**

The Right-of-Way 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):

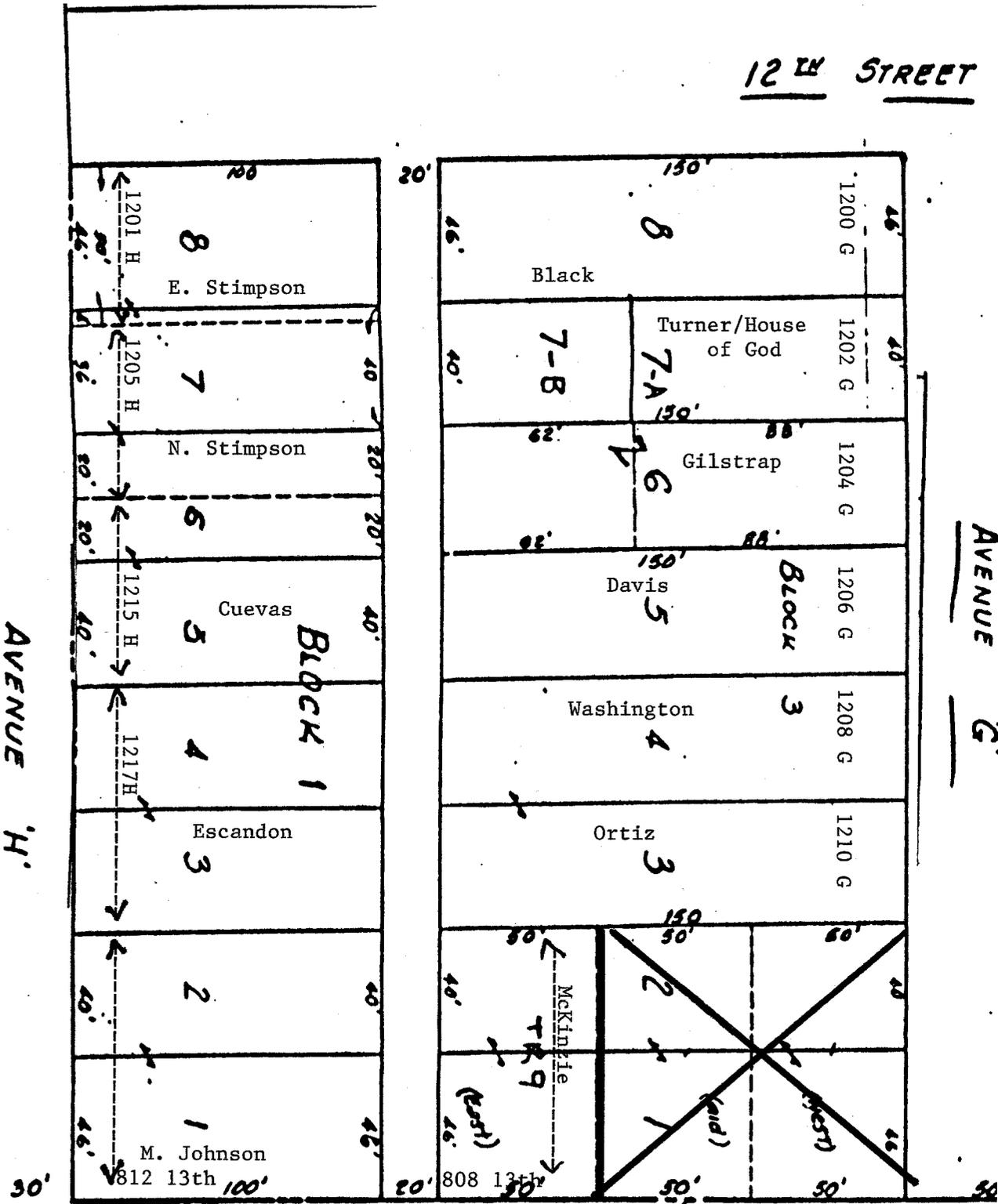
- The Right-of-Way consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Right-of-Way consists of streets or alleys, owned in fee or used by easement;
- The Right-of-Way 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 Right-of-Way contains land that the City wants to have developed by an independent foundation;
- The Right-of-Way 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.



\_\_\_\_\_  
Charles M. Davis, P.E.  
Chief Engineer/Private Development  
Engineering Department  
City of Plano, Texas

P-14

12th STREET



13th STREET

A-15



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	12/19/06		Reviewed by Legal	<i>pm</i> <input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date	
Department Head	P. Jarrell		Executive Director	<i>[Signature]</i> 12/11/06	
Dept Signature:	<i>P. Jarrell</i>		City Manager	<i>[Signature]</i> 12/12/06	
Agenda Coordinator (include phone #): <b>Lynn Woodall, ext. 7156</b>					

**ACTION REQUESTED:**     ORDINANCE     RESOLUTION     CHANGE ORDER     AGREEMENT  
 APPROVAL OF BID     AWARD OF CONTRACT     **OTHER PUBLIC HEARING**

**CAPTION**

Public Hearing and Consideration of an Ordinance to Disannex 5.2± acres of land located on the west side of Marsh Lane, 1,300± feet south of Plano Parkway, in the John Smith Survey, Abstract No. 1226, Denton County. Applicant: Holigan Investment Group, LTD.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: 2006-2007	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	106,578,107	0	106,578,107
Encumbered/Expended Amount	0	0	0	0
This Item	0	-5,055	0	-5,055
<b>BALANCE</b>	0	106,573,052	0	106,573,052

**FUND(S):**    GENERAL FUND & GENERAL OBLIGATION DEBT FUND

**COMMENTS:** This item will result in a loss of Ad Valorem Tax revenue in the amount of \$5,055.<sup>a</sup> The loss of this revenue will be offset by the reduction in cost of City provided services.

**STRATEGIC PLAN GOAL:** Disannexation of property relates to the City's Goal of "Premier City for Families."

**SUMMARY OF ITEM**

Holigan Investment Group, LTD. has purchased this tract for a townhome development that will be part of a mixed use project on adjacent property in Carrollton, and has requested that Plano disannex the property. More information about the requested disannexation is contained in the attached memo.

List of Supporting Documents: Ordinance Map Memo	Other Departments, Boards, Commissions or Agencies
---	--

December 6, 2006

**MEMO**

**TO:** Thomas H. Muehlenbeck, City Manager  
Frank F. Turner, Executive Director

**FROM:**  Phyllis M. Jarrell, Director of Planning

**SUBJECT:** Disannexation Case D2006-01

The property owner has asked that the city consider disannexing a 5.2± acre tract of land located on the west side of Marsh Lane, south of Plano Parkway. The City of Carrollton recently annexed the properties to the west and to the south; the Town of Hebron retains control of a 10 foot wide strip of territory that maintains its connection to the Air Park area. Holigan Investment Group, LTD. has assembled the Carrollton properties and this 5 acre tract for a mixed-use project. The developer would like to build the entire project under one city's jurisdiction. The northern part of the development, including the Plano property, is planned for townhouses. Retail and other commercial uses would be developed in the southern part along Park Boulevard/Hebron Parkway.

The 5 acre tract now in Plano is vacant and zoned Light Commercial. Its 2006 assessed value for tax purposes is \$1,067,468. If it is developed for townhouses as part of a larger development, it is reasonable for police, fire, solid waste and other services to be provided by only one city. Providing sanitary sewer service to this area has always been problematic for Plano. The land slopes naturally to the southwest towards Carrollton, away from Plano facilities. With development of the condominium retirement housing and a proposed assisted living facility at the northwest and northeast corners of Marsh Lane and Plano Parkway, we now have a sewer capacity issue as well. Regardless of the type of development that occurs on the 5 acre tract, upgrades to our sanitary sewer lines will be needed if the property remains in Plano's jurisdiction. Carrollton could more easily provide sanitary sewer service to the tract.

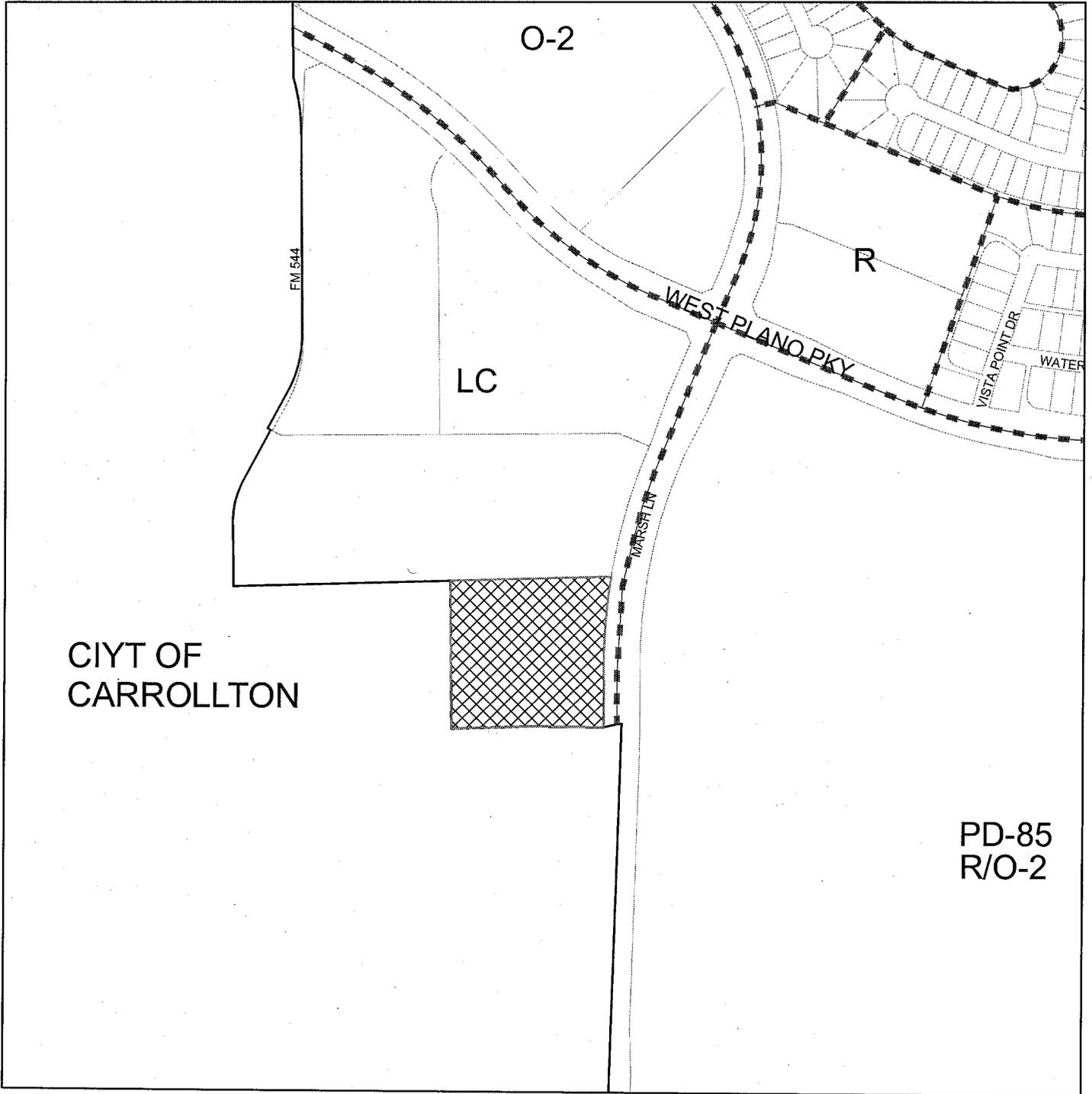
State law requires the city to repay taxes and fees that the present property owner has been assessed, minus the cost of services that the property has received. Since Holigan Land Development recently closed on the property, the company has not yet paid any taxes or fees to the City of Plano, and no refund must be made.

Plano has worked with several cities over the years to standardize the city limit lines to set reasonable service boundaries. Given the difficulty in providing sanitary sewer service to the tract and the nature of the proposed residential development, staff recommends that the property be disannexed.

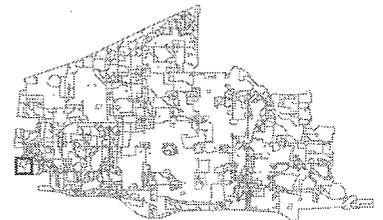
Please let me know if you need additional information.



Z:PLAN/ORD/DISANNEXATION MEMO (12/6/06 PJ)



**DISANNEXATION CASE #2006-01**



○ 200' Notification Buffer

1-3

**ORDINANCE NO. \_\_\_\_\_**  
**(Disannexation Case D2006-01)**

**AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DISANNEXING 5.2± ACRES OF LAND OUT OF THE JOHN SMITH SURVEY, ABSTRACT NO. 1226, FROM THE CITY OF PLANO, DENTON COUNTY, TEXAS, AND CONTRACTING THE BOUNDARY LIMITS OF THE CITY LIMITS OF THE CITY OF PLANO, TEXAS, SO AS TO EXCLUDE SAID PROPERTY FROM THE CITY LIMITS; RELINQUISHING ANY AND ALL EXTRATERRITORIAL JURISDICTION THE CITY OF PLANO MAY HAVE IN AND TO SAID TRACT OF LAND; AND PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, 5.2± acres of land in the John Smith Survey, Abstract No. 1226, Denton County, Texas, presently lies within the City of Plano, Texas;

**WHEREAS**, it is the desire of the Cities of Plano and Carrollton and the Town of Hebron to adjust their common city limits line;

**WHEREAS**, the City Council of the City of Plano has determined that such territory is not suitable or necessary for City purposes at this time, and that it is in the best interest and welfare of the general public to adjust the city limit line between the Cities of Plano and Carrollton and the Town of Hebron;

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

**Section I.** All of the 5.2± acres of land in the John Smith Survey, Abstract No. 1226, Denton County, Texas, more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof for all purposes, be and the same is hereby disannexed from the City of Plano, Texas, and the boundary limits of the City of Plano is hereby contracted to exclude the territory described in Exhibit "A" from the corporate limits of the City of Plano, Collin County, Texas.

**Section II.** The City of Plano, Texas hereby relinquishes any extraterritorial jurisdiction it may have in and to the territory described in Exhibit "A" and shall no longer have or exercise any right, jurisdiction or control over the said territory, so that said territory may be annexed by the City of Carrollton and the Town of Hebron, thereby adjusting the city limit line between the cities.

**Section III.** In accordance with Article 1, Section 1.04 of the City Charter of the City of Plano, Texas, said territory shall still be liable for its pro rata share of any debts incurred while said territory was a part of the City; and the City may continue to levy, assess, and collect taxes on the property within said territory to pay any indebtedness incurred while said area was a part of the City as though the same had not been excluded from the boundaries of the City.

**Section IV.** In accordance with Section 43.148 of the Texas Local Government Code, the City of Plano has reviewed the requirement to refund to the landowners the amount of money collected by the municipality in property taxes and fees, less the amount of money spent for the direct benefit of the area, and determined that the present owners are not due a refund.

**Section V.** The City Secretary is hereby directed to enter this Ordinance upon the minutes and records of the City of Plano, Texas, and is further directed to file with the County Clerk of Denton County, Texas, a certified copy of this Ordinance.

**Section VI.** The Director of Planning of the City of Plano is hereby authorized and directed to change the official city limits map to reflect the disannexation accomplished by this ordinance.

**Section VII.** It is the intention of the City Council of the City of Plano, Texas, that this Ordinance and every provision thereof shall be considered severable and the invalidity of any section, clause or provision or part or portion of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

**Section VIII.** This Ordinance shall take effect concurrently with the dates of annexation of these properties by the City of Carrollton and the Town of Hebron.

**DULY PASSED AND APPROVED THIS THE 19TH DAY OF DECEMBER, 2006.**

\_\_\_\_\_  
Pat Evans, MAYOR

ATTEST:

\_\_\_\_\_  
Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

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

1-5

LEGAL DESCRIPTION

BEING all that tract of land located in the City of Plano, Denton County, Texas, part of the John Smith Survey, Abstract No. 1226, being all of Lot 3, Block A, Plano/544 Business Park Addition, an addition to the City of Plano as recorded in Cabinet N, Page 207, Denton County Plat Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northeast corner of said Lot 3, said point being in the west line of Marsh Lane (a variable width right-of-way), said point also being the southeast corner of Lot 2, said Block A;

THENCE along the east line of said Lot 3 and along the west line of Marsh lane as follows:

Southwesterly, 260.95 feet along a curve to the left having a central angle of  $09^{\circ}08'00''$ , a radius of 1,637.02 feet, a tangent of 130.75 feet, and whose chord bears South  $04^{\circ}19'41''$  West, 260.67 feet to a one-half inch iron rod found for corner;

South  $00^{\circ}14'18''$  East, 182.05 feet to a one-half inch iron rod found at the southeast corner of said Lot 3, said point being in the north line of a 26.620 acre tract of land conveyed to Grady Irrevocable Trust as recorded in Document No. 94-R088516, Denton County Deed Records;

THENCE along the south line of said Lot 3 and along the north line of said 26.620 acre tract as follows:

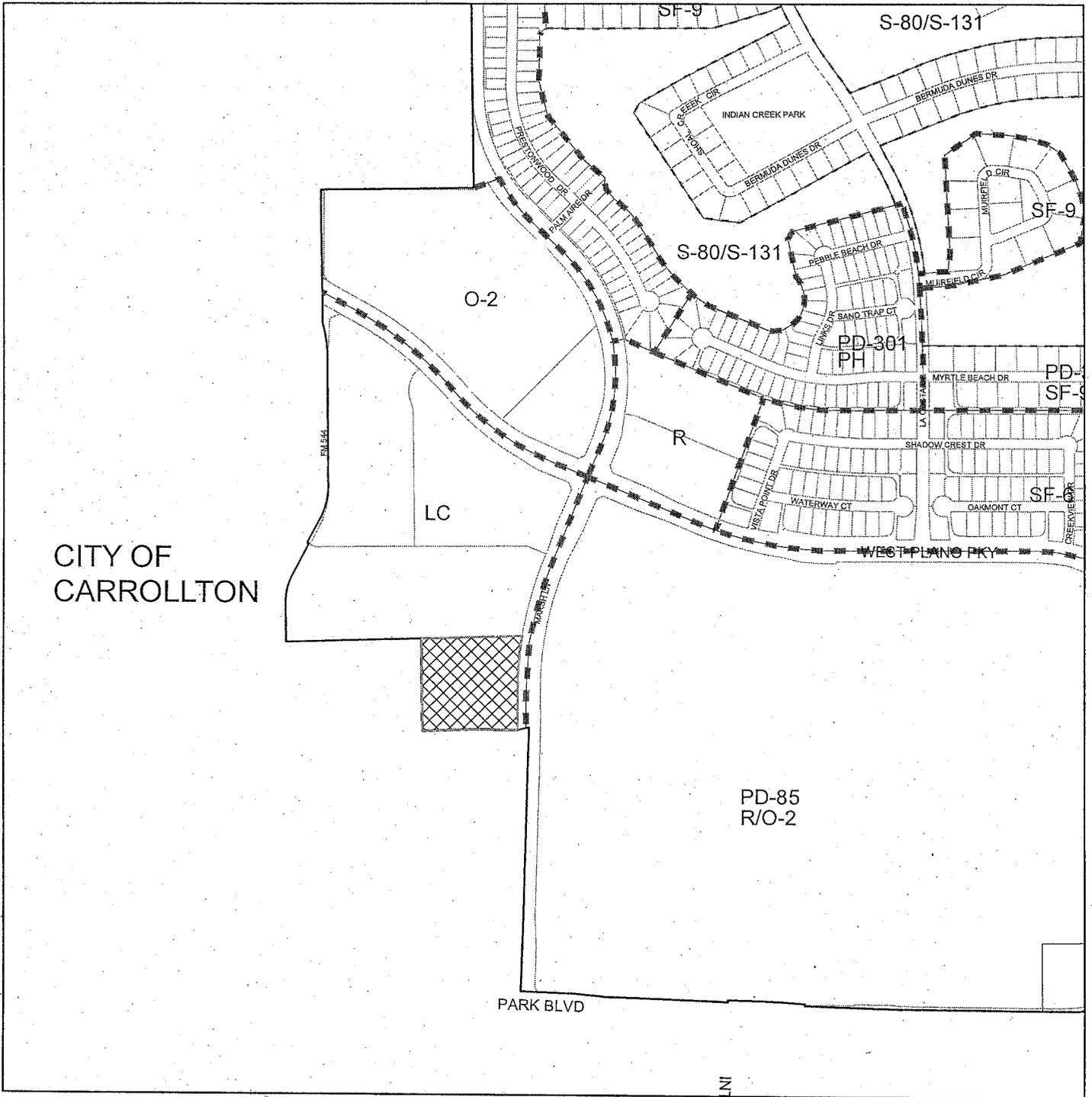
North  $89^{\circ}52'38''$  West, 212.67 feet to a one-half inch iron rod found for corner;

South  $88^{\circ}05'52''$  West, 288.25 feet to a one-half inch iron rod found at the southwest corner of said Lot 3, said point being the southeast corner of a 3.784 acre tract of land conveyed to Fred D. Holt, III as recorded in Volume 957, Page 992, Denton County Deed Records;

THENCE North  $01^{\circ}04'30''$  West, 447.69 feet to a one-half inch iron rod found at the northwest corner of said Lot 3, said point being the northeast corner of said 3.784 acre tract, said point also being in the south line of said Lot 2;

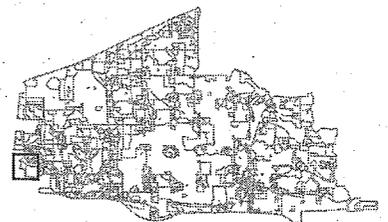
THENCE North  $89^{\circ}37'22''$  East, 528.09 feet along the north line of said Lot 3 and along the south line of said Lot 2 to the POINT OF BEGINNING and CONTAINING 224,904 square feet or 5.163 acres of land.

1-6



CITY OF  
CARROLLTON

**DISANNEXATION CASE D2006-01**



○ 200' Notification Buffer



1-7