

CITY COUNCIL

1520 AVENUE K



DATE: 12/20/2011
CALL TO ORDER: 7:00 p.m.
INVOCATION: Jessie Prince, Executive Pastor
Grace Outreach Center
PLEDGE OF ALLEGIANCE: Cub Scout Pack 280
First United Methodist Church of Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u> <u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u> December 8, 2011 December 12, 2011 December 12, 2011 (Presentation)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	CSP No. 2011-315-C for a one (1) year contract with four (4) City optional renewals for Towing Services to Signature Towing, Inc. in the estimated amount of \$3,000 and authorizing the City Manager to execute all necessary documents.	
	<p>Purchase from an Existing Contract</p>	
(c)	To approve the purchase of Scott Self-Contained Breathing Apparatus (SCBA) equipment for the Fire Department in the amount of \$245,838 from Municipal Emergency Services through an existing contract with the City of Forth Worth and authorizing the City Manager to execute all necessary documents. (City of Fort Worth Contract # 07-0191)	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(d)	To approve a Professional Services Agreement by and between the City of Plano and RLK Engineering, Inc., in the amount of \$106,760 for Intersection Improvements - Coit Road at 15th Street and Custer Road at Plano Parkway, Project No. 6157, and authorizing the City Manager to execute all necessary documents.	
(e)	To approve a Professional Services Agreement by and between the City of Plano and Binkley & Barfield, Inc., in the amount of \$120,000 for Bridge Repairs Project No. 6154; and authorizing the City Manager to execute all necessary documents.	
	<p><u>Adoption of Resolutions</u></p>	
(f)	To ratify the City's acceptance of a fire response apparatus pursuant to the terms and conditions of the Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program administered by the Texas Forest Service; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date.	
(g)	To approve the terms and conditions of an agreement by and between the City of Plano, Texas and Prescott Realty Group, to provide an exclusive period for the negotiation of a development agreement for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	
(h)	To approve the terms and conditions of an annual maintenance contract by and between the City of Plano and Motorola Solutions, Inc., the sole source provider for depot repairs, and technical support for the City of Plano's MESH data devices; authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	<p><u>Adoption of Ordinances</u></p> <p>To amend Section 3-4 (Permit required; fees) and Section 3-8 (Late hours permit; fees) of Chapter 3 (Alcoholic Beverages) of the City of Plano Code of Ordinances, to revise the term of permits granted to establishments selling alcoholic beverages in the City of Plano providing a penalty clause, repealer clause, savings clause, severability clause, and an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing and Comment - Review of the Consolidated Annual Performance Report for the use of Federal Funds 2010-2011. This report details how the City used U.S. Department of Housing and Urban Development funds during the 2010-2011 grant year.</p>	
(2)	<p>Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2011-29 - Request for Specific Use Permit for Day Care Center (In-home) on 0.1± acre located at the northwest corner of Oakland Hills Drive and Norman Drive. Zoned Single-Family Residence-7. Applicant: Roberta Cosgrove.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	

**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT TWO
December 8, 2011**

COUNCIL MEMBERS

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

STAFF

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

The Plano City Council met informally at 7:05 p.m., Thursday, December 8, 2011, at the Tom Muehlenbeck Recreation Center, 5801 West Parker Road, Plano, Texas. All Council Members were present with the exception of Mayor Dyer and Council Member Duggan. Mayor Pro Tem Miner welcomed those in attendance and introduced Council and Staff. He spoke regarding the structure of the Council where all members represent citizens across the City.

FY 2011-2012 Budget Update

Director of Budget and Research Rhodes-Whitley advised that the total combined operating budget adopted in September totals \$410 million with the Community Investment Project Budget totaling \$89 million and maintains the tax rate at 48.86 cents per \$100 of assessed property valuation. Ms. Rhodes-Whitley stated that of that rate, two cents is dedicated to providing funding for economic development. She stated that due to the economic downturn, a total of \$7 million in budget reductions were implemented in order to provide a balanced budget and included the elimination of 17 full-time and 5 part-time positions. Ms. Rhodes-Whitley advised that the City has estimated a General Fund budget deficit in 2012-13 of \$5 million and spoke to the importance and volatility of sales tax revenues. She responded to citizen questions, advising that the City of Plano tax rate is lower than neighboring communities.

Economic Development Progress Report

Director of Economic Development Bane spoke to creating job opportunities, diversifying the economic base to cushion against economic shock, and increasing the tax base. She spoke to contributions made by companies and efforts of Economic Development through outreach and recruitment; retention and expansion; and marketing and redevelopment. Ms. Bane reviewed recent projects, utilization of the web site, challenges and opportunities. City Manager Glasscock spoke to Plano's limited role in a new development planned for the city of The Colony.

Stage 3 Water Conservation Measures

Director of Public Works Cosgrove spoke regarding implementation of Stage 3 which includes watering one day every other week from November-March and once per week from April-October. He spoke to the success of conservation efforts, forecasts calling for a continuation of drought conditions and the low level of area lakes. Mr. Cosgrove responded to questions from attendees, advising that the program may be expanded in the future to include proactive conservation efforts. He spoke to citizen efforts to recycle water through rain barrels and advised that the City has no means for effective capture at its facilities. Mr. Cosgrove advised that water is provided by the North Texas Municipal Water District and spoke to the time necessary to identify/develop additional water sources. He responded to citizens regarding continued development in the City bringing in additional consumers and revenues.

Community Investment Projects (CIP)/Street Repairs/Improvements – District 2

Director of Public Works Cosgrove reviewed recently completed projects in the district including McDermott Road from Coit Road to Ohio Drive, the Carpenter Park Recreation Center and Fire Station #13. He spoke to projects under construction including Marsh Lane from Parker Road south, Communications Parkway from Spring Creek Parkway to Tennyson Drive, and Coit Road rehabilitation. Mr. Cosgrove spoke to future projects including Windhaven Parkway from Spring Creek Parkway to the west City limits, Preston Corridor intersection improvements, Park Boulevard rehabilitation and the DART Northwest Plano Park and Ride Facility. He responded to citizens, advising that the Michigan Left-Turn at Preston/Legacy will be evaluated before construction of another at Plano Parkway/Preston Road. Mr. Cosgrove spoke to large businesses that may have a variance from watering restrictions, reviewed the process of reporting those in violation of restrictions and advised that those who oversee will not be permitted to increase watering.

Fix it Plano Program

Director of Public Information Conklin spoke to the City’s “Fix-It” program allowing citizens a broadened opportunity to report concerns, track work requests and review maps for current conditions. She spoke to access via the internet, telephone, or text with a smart phone application, and the ability to forward photos to the system. Ms. Conklin advised that Staff also provides information regarding issues.

Parks and Recreation Center Updates – New Recreation Membership Fees/Carpenter Recreation Center Reopening

Director of Parks and Recreation Fortenberry spoke to the opening of the first stand-alone facility in 1990 – Carpenter Park Recreation Center, its recent renovation, and future plans. She spoke regarding additional options for memberships including month-to-month registration and family rates. Ms. Fortenberry responded to audience members regarding the challenges of recycling on park properties, plans for a community park at White Rock Creek and the potential for utilization of a farmhouse on that property. Director of Planning Jarrell spoke to cooperation with school districts when developing residential areas.

Mayor Pro Tem Miner opened the floor for general questions. Mr. Cosgrove responded to attendees regarding sidewalk repair and Police Chief Rushin spoke to crime report information available on the City’s web site. Nothing further was discussed and Mayor Pro Tem Miner adjourned the session at 8:27 pm.

Pat Miner, Mayor Pro Tem

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
December 12, 2011**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 5:10 p.m., Monday, December 12, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; receive information regarding Economic Development, Section 551.087; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 5:47 p.m.

Consideration and action resulting from Executive Session discussion

No items were brought forward.

The Arts Center of North Texas Report

Mike Simpson, Executive Director of The Arts Center of North Texas, spoke to continued collaboration with the cities of Plano and Allen, the impact on fund raising over the past year, new direction/name and development of the *6+6 Plan*. He spoke to the new name reflecting a more regional development with broad appeal and advised that the *Six City Trail* was completed in October 2011. Mr. Simpson spoke to implementation of the CSL contract offering sponsorships and naming rights and new direction to find a replacement for Frisco (either a public or private entity), develop more creative financing options, work with additional entities, rework agreements with Plano and Allen and re-scope/re-evaluate plans and concepts. He spoke to current pledges and donations and responded to Deputy Mayor Pro Tem Smith regarding recent activities that precluded fundraising efforts.

Discussion and Direction Regarding Regulations for Private Clubs

Director of Planning Jarrell advised that the sale of alcohol for on-premise consumption in Plano is regulated through private clubs (governed by the City and allowing for a 1,000 foot distance setback from churches, schools and other uses and a food-to-beverage ratio of 65% food/35% alcohol) and mixed-beverage permits with a food-and-beverage certificate (governed by the state and allowing a 300 foot distance setback and 50/50 food-to-beverage ratio). She spoke to amendments to the City's private club regulations waiving the distance requirements in the Business Government and Central Business-1 (Legacy Town Center) areas. Ms. Jarrell advised that in response to inquiries from several establishments, the Planning and Zoning Commission is seeking Council direction regarding amendments to revise the distance and ratios for private clubs. She further advised that once the City eliminates or relaxes its unique local regulations for private clubs, it may not reenact them and may only impose those regulations allowed by state law.

Ms. Jarrell responded to the Council, advising that review of private club compliance is performed on a complaint basis while the state monitors mixed-beverage permits. City Attorney Wetherbee spoke to private clubs being membership driven and Ms. Jarrell spoke to expenses and record-keeping requirements. She further advised that private clubs in the Business Government or Central Business-1 areas do not have a required food-to-beverage ratio and Council Member Davidson spoke regarding the impact of treating licensees in differing manners. The Council concurred directing the Planning and Zoning Commission develop amendments to the Zoning Ordinance to reduce the setback for private clubs from 1,000 to 300 feet and the food-to-beverage ratio from 65/35 to 30/70).

Discussion and Direction Regarding Safe Passing Ordinance

Police Chief Rushin spoke regarding *The Safe Passing Act*, defining "vulnerable" road users and regulating motorists' responsibilities which was passed by the Texas Senate and House of Representatives in 2009 and vetoed by Governor Perry. He reviewed crash analysis indicating the low percentage of accidents involving pedacycles, factors causing accidents and existing ordinances/statutes addressing road safety. Chief Rushin spoke to proposed legislation and legal concerns related to enforceability of vague or unclear language related to intimidation or harassment of vulnerable road users by motor vehicle operators. He spoke to legal issues related to possible preemption of a City ordinance by state law, and issues related to distance measurements. Chief Rushin spoke to meetings held with Staff and citizen representatives and reviewed a draft ordinance which includes a definition of "vulnerable road user;" regulations and distances for passing; directions for right-hand turns in proximity to a vulnerable road user; prohibition of intimidating or harassing maneuvers; and the exercise of due care to avoid collisions.

Chief Rushin responded to the Council, advising that there are few statistics related to these ordinances as they are recent in nature. He advised that bicycles are permitted on all roadways and that regulations include a variety of types of bicycles. Deputy Mayor Pro Tem Smith spoke to clarifying the term “intimidation” and Chief Rushin spoke to issues of enforcement and fine tuning regulations to assist in prosecution. He spoke to bicycles following roadway regulations in the same manner as motor vehicles. Citizens Warren Casteel and Rudy Andrea spoke regarding education provided by the Plano Bicycle Association and in support of the ordinance. Council Member Dunlap spoke to educating both motorists and cyclists regarding regulations. The Council spoke to the positive marketing value and stated a consensus directing Staff to develop an ordinance.

Briefing Regarding Red Light Cameras

Police Chief Rushin spoke regarding the first cameras installed in March 2006, locations of currently operating cameras, and duties of Redflex Traffic Systems to install and monitor cameras, review violations, and issue bills. He advised that violations result in a \$75 civil penalty, spoke to image review by police officers, and information provided to drivers. Chief Rushin spoke to the decline in the number of crashes since implementation and advised that revenues pay expenses of the operating system, with the remainder shared between the state and City. He reviewed the costs of the program and spoke to the cameras as a valuable and effective safety tool.

Personnel Appointments – Chair – Tax Increment Financing Reinvestment Zone No. 2 Board

Upon a motion made by Council Member Duggan and seconded by Council Member Dunlap, the Council voted 8-0 to reappoint Mayor Pro Tem Miner as Chair.

Council items for discussion/action on future agendas

Council Member Harris requested discussion regarding Council roundtable meetings.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 7:01 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
December 12, 2011

COUNCIL MEMBERS

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Mayor Dyer convened the Council into the Regular Session on Monday, December 12, 2011, at 7:10 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

Imam Yaseen Shaikh of the Islamic Association of Collin County led the invocation and Cadette Girl Scout Troop 656 led the Pledge of Allegiance.

The Friends of the Plano Public Library made a presentation to the Plano Public Library System and Mayor Dyer recognized the graduates of the 2011 Management Preparation Program of Plano.

COMMENTS OF PUBLIC INTEREST

Scott Bryson requested the City remove fluoride from the water supply.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item "A")

November 21, 2011
November 22, 2011
November 28, 2011

Approval of Expenditures

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

Rejection of Bid No. 2011-319-B for the construction of Carpenter Park (South) Improvements, Project No. 6104, from all bidders and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

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

To approve a Professional Services Agreement by and between the City of Plano and CP&Y, Inc., in the amount of \$96,235 for the Mapleshade Lane - 400 Feet East of Silverglen Drive To SH 190 project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

To approve a Professional Services Agreement by and between the City of Plano and Bury+Partners-DFW, Inc., in the amount of \$188,000 for Greenhollow Estates Waterline Rehabilitation Project No. 6164; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

To approve and authorize a contract with Mesa Design Associates, Inc. to provide Landscape Architectural Services in conjunction with the revised and updated master plan of Oak Point Park & Nature Preserve in an amount not to exceed \$137,829 and authorizing the City Manager to execute any and all documents necessary to effectuate the contract. (Consent Agenda Item “E”)

Approval of Contract Modification

To approve and authorize Contract Modification No. 2 for additional design services for Aquatic Center Renovation in the amount of \$84,240 from Brinkley Sargent Architects; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Approval of Change Order

To approve of a change order to The Atkins Group, increasing the contract by \$110,000 for the following new projects: Research, New Ad Creative Campaign, Social Media Campaign, Website and Research with the RFQ for Advertising Agency (CVB), Change Order #1. RFQ No. 2010-138-B (Consent Agenda Item “G”)

Approval of Expenditure

To approve the purchase of property appraisal services for the Park Boulevard Corridor Intersection Improvements, Project No. 5989.1 in the amount of \$91,500 from Integra Realty Resources, DFW, LLP through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (Contract No. 2012-43-D) (Consent Agenda Item “H”)

To approve the purchase of property appraisal services for the Independence Parkway Corridor, Project No. 5987.1 in the amount of \$104,500 from Integra Realty Resources, DFW, LLP through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (Contract No. 2012-43-D) (Consent Agenda Item “I”)

Adoption of Resolutions

Resolution No. 2011-12-1(R): To review and approve the City's written Public Funds Investment Policy; and providing an effective date. (Consent Agenda Item "J")

Adoption of Ordinances

Ordinance No. 2011-12-2: To repeal Ordinance No. 2009-10-8 codified as Division 1.5, Cross Connection Control Program, of Article II, Water, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, Texas; adopting a revised Division 1.5 of Article II, Chapter 21 of the Code of Ordinances of the City of Plano, Texas; to revise definitions, processes, regulations and enforcement provisions; providing a penalty clause, a severability clause, a savings clause, a repealer clause, and an effective date. (Consent Agenda Item "K")

Ordinance No. 2011-12-3: To amend Section 12-74(b) of Chapter 12 (Traffic Code) of the Code of Ordinances to amend the prima facie maximum speed limits for motor vehicles operating on certain sections of Los Rios Boulevard within the corporate limits of the City of Plano; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "L")

Ordinance No. 2011-12-4: To amend Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to revise the effective times for the school zone on the section of Parker Road from a point 250 feet west of Clark Parkway to a point 300 feet east of Oak Arbor Drive; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "M")

Ordinance No. 2011-12-5: To adopt and enact Supplement Number 96 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item "N")

END OF CONSENT

Ordinance No. 2011-12-6: To add Sections 6-711 through 6-715, Article XXI Outdoor Toilet Facilities to Chapter 6 Buildings and Building Regulations of the Code of Ordinances of the City of Plano, Texas, to regulate portable toilet facilities in areas that are subject to a Land Occupancy Permit where the property is used as Commercial Amusement (Outdoor), Fair Grounds/Exhibition Area, or Private Recreation Facility or Area pursuant to the City of Plano Zoning Ordinance; and providing a penalty clause, a severability clause, a savings clause, a repealer clause, and an effective date. (Tabled at 11/14/11 Council meeting) (Regular Agenda Item "1")

Upon a motion made by Council Member Dunlap and seconded by Mayor Pro Tem Miner, the Council voted 8-0 to remove the item from the table.

Chief Building Official Mata advised that following the November 14 Council Meeting revisions were made to the proposed ordinance to expand the scope of the fixture count and include screening in areas where they are placed for an indefinite period of the time.

Ordinance No. 2011-12-6 (cont'd)

Upon a motion made by Mayor Pro Tem Miner and seconded by Deputy Mayor Pro Tem Smith, the Council voted 8-0 to add Sections 6-711 through 6-715, Article XXI Outdoor Toilet Facilities to Chapter 6 Buildings and Building Regulations of the Code of Ordinances of the City of Plano, Texas; and further to adopt Ordinance No. 2011-12-6.

Public Hearing and adoption of Ordinance No. 2011-12-7 as requested in Zoning Case 2011-32 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 27.4± acres located at the southwest corner of Spring Creek Parkway and Dallas North Tollway, in the City of Plano, Collin County, Texas, from Regional Employment to Commercial Employment; with Specific Use Permit No. 615 so as to allow the additional use of New Car Dealer; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Scheef and Stone, L.L.P. (Regular Agenda Item "2")

Director of Planning Jarrell advised that the Planning and Zoning Commission recommended approval of the request as submitted.

Mayor Dyer opened the Public Hearing. Kirk Williams, representing the applicant, requested Council approval. No one else spoke for or against the request, the Public Hearing was closed.

Upon a motion made by Mayor Pro Tem Miner and seconded by Deputy Mayor Pro Tem Smith, the Council voted 8-0 to rezone 27.4± acres located at the southwest corner of Spring Creek Parkway and Dallas North Tollway, in the City of Plano, Collin County, Texas, from Regional Employment to Commercial Employment; with Specific Use Permit No. 615 so as to allow the additional use of New Car Dealer; as requested in Zoning Case 2011-32 and as recommended by the Planning and Zoning Commission; and further to adopt Ordinance No. 2011-12-7.

Public Hearing and adoption of Ordinance No. 2011-12-8 as requested in Zoning Case 2011-34 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 616 so as to allow the additional use of Arcade on 2.1± acres of land located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: One Bank and Trust (Regular Agenda Item "3")

Director of Planning Jarrell advised that the Planning and Zoning Commission recommended approval subject to City Council waiving the 300-foot distance requirement from residentially zoned property.

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

Ordinance No. 2011-12-8 (cont'd)

Upon a motion made by Council Member Harris and seconded by Council Member Davidson, the Council voted 8-0 to grant Specific Use Permit No. 616 so as to allow the additional use of Arcade on 2.1± acres of land located on the south side of Chase Oaks Boulevard, 300± feet west of U.S. Highway 75, in the City of Plano, Collin County, Texas, as requested in Zoning Case 2011-34 and as recommended by the Planning and Zoning Commission waiving the 300-foot distance requirement from residentially zoned property; and further to adopt Ordinance No. 2011-12-8.

Public Hearing and adoption of Ordinance No. 2011-12-9 as requested in Zoning Case 2011-36 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, amending Section 1.600 (Definitions) of Article 1 (General Regulations) and Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) and related sections of the Comprehensive Zoning Ordinance, as heretofore amended, regarding transit centers and transit stations/turnarounds and other related facilities; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Agenda Item “4”)

Director of Planning Jarrell advised that the Planning and Zoning Commission recommended approval subject to the following: (Additions are indicated in underlined text and deletions as struck through.)

Amend Section 1.600 (Definitions) of Article 1 (General Regulations) such portion of section to read as follows:

Transit Center/Station: Any premises for the loading and unloading of passengers by a public or private transit company including and the temporary parking of transit vehicles between routes or during stop overs and excluding overnight parking, and storage and maintenance of transit vehicles. This definition shall not include bus stops along rights-of-way.

Transit Station/Turnaround: Passenger terminal or loading facilities for a privately or publicly-owned transit system.

Transportation and Utility Structures/Facilities: Permanent facilities and structures operated by companies engaged in providing transportation and utility services including, but not limited to, railroad track rights-of-way, sewage pumping stations, telephone exchanges, transit station turnarounds, water reservoirs, and water pumping stations

Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) such portion of subsection to read as follows:

	Nonresidential Zoning Districts Permitted Uses	Category
Transit Center/Station		O-1 - Neighborhood Office
Trans. Utility & Comm.		O-2 - General Office
S P		R - Retail
S P		BG - Downtown Business/Government
S		LC - Light Commercial
S P		CE - Commercial Employment
S P		CB-1 - Central Business-1
S P		LI-1 - Light Industrial-1
S P		LI-2 - Light Industrial-2
S		RE - Regional Employment
S		RC - Regional Commercial
S P		RT - Research/Technology Center
S P		CC - Corridor Commercial

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

Upon a motion made by Mayor Pro Tem Miner and seconded by Deputy Mayor Pro Tem Smith, the Council voted 8-0 to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) and related sections regarding transit centers and transit stations/turnarounds and other related facilities as requested in Zoning Case 2011-36 and as recommended by the Planning and Zoning Commission; and further to adopt Ordinance No. 2011-12-9.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 7:47 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRESENTATION
December 12, 2011**

COUNCIL MEMBERS

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Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer opened the session at 4:18 p.m., Monday, December 12, 2011, in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present. Deputy Mayor Pro Tem Smith arrived at 4:19 p.m.

**Presentation by the 2011 Management Preparation Program of Plano on its Group Project –
“Connecting our Community: A Toolkit”**

Members of the 2011 MP3 class - Technology Services Director Stephens, Recreation Superintendent Miller, Public Safety Supervisor Offerdahl, Trail System Planner Jordan and Library Manager Holtmann presented tools to help the City communicate in a proactive and effective manner including information regarding the City’s ad valorem tax rate, e-newsletters, interactive opportunities for citizen participation, webcasting and marketing. The Council thanked members for their work.

Nothing further was discussed. Mayor Dyer adjourned the session at 4:54 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/20/11			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Aimee Storm ext 7248					
CAPTION					
CSP No. 2011-315-C for a one (1) year contract with four (4) City optional renewals for Towing Services to Signature Towing, Inc. in the estimated amount of \$3,000, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2011-12 thru 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	3,000	12,000	15,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-3,000	-12,000	-15,000
BALANCE		0	0	0	0
FUND(s): GENERAL FUND					
<p>COMMENTS: This item establishes an annual fixed price contract with four optional renewals for vehicle towing services and storage. Expenditures will be made within the annually approved budget appropriations. The estimated annual amount is \$3,000.</p> <p>STRATEGIC PLAN GOAL: Fixed price contracts for vehicle towing and storage services relate to the City's Goal of Financially Strong City with Service Excellence and Safe, Large City.</p>					
SUMMARY OF ITEM					
Staff recommends the Competitive Sealed Proposal of Signature Towing, Inc. in the estimated amount of \$3,000, be accepted as the best value proposal, and conditioned upon timely execution of any necessary contract documents for Towing Services.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, CSP Recap			NA		



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

MEMORANDUM

DATE: December 6, 2011

TO: Diane Palmer-Boeck, Purchasing Manager

FROM: Gregory W. Rushin, Chief of Police

SUBJECT: Recommendation for Towing Services Contract

The current contract for towing services will expire, and as a result, a request for competitive sealed proposals was published. A committee consisting of Police Department staff, coordinated by the Department's centralized purchasing representative, has reviewed the responses regarding CSP's for towing services (CSP No. 2011-315-C). Three proposals were submitted and evaluated based on the below evaluation criteria.

- Range, Depth, and Quality of Towing Services – 30%
- Level to which the vehicle storage meets the City's Needs – 15%
- Thoroughness and effectiveness of reporting services – 15%
- Work history and firm's reputation – 15%
- Cost – 25%

Based on the overall evaluation of the submitted proposals, the Police Department recommends the award of CSP 2011-315-C to Signature Towing Inc.

After evaluating the proposals, Signature Towing has the overall highest score. The Committee finds that Signature Towing has a proven capability to handle the City's needs. This proven capability is in their fleet resources, responses times, commitment to freeway incident management principles, impound facility committed solely to police impounds, lack of citizen complaints, and the closest proximity to the Police Department. This close proximity is beneficial to police who regularly respond to the location on investigations and beneficial to arrested individuals who can walk from the Plano City Jail to the Signature impound to retrieve their vehicle.

A contract for towing services represents minimal expense to the City as the vendors provide "no-cost" tows for vehicles owned by the City of Plano. There are no acquisition costs and future expenditures are minimal. The fees proposed by the vendors represent the costs citizens would incur in the event towing services are needed.

In the event the City does not award this contract there is the potential for disruption in the ability of the Police Department and City to carry out its duties. Towing service is a necessity in many situations such as the removal of wrecked vehicles from crash scenes as quickly as possible to restore traffic flow. Other situations also exist such as the impoundment of an arrested person's vehicle, the recovery of stolen vehicles, seizing vehicles for criminal investigations, the towing of abandoned vehicles, and the

Memo:

2

towing of City owned vehicles that have become disabled. Lastly, this contract also calls for the awarded vendor to handle vehicle disposal which requires legal notifications under state law and the eventual auctioning of unclaimed vehicles.

Approximate annual expenditure for this item is \$3,000.

CITY OF PLANO

2011-315-C CSP for Towing Services CSP RECAP

Proposal opening Date/Time: October 14, 2011 @ 3PM

Number of Vendors Notified: 712

Vendors Submitting "No Bids": 0

Number of Proposals Submitted: 3

Company

Signature Towing, Inc.
Recovery Systems, Inc.
Jordan Towing, Inc.

Vendors Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Signature Towing, Inc.

Aimee Storm

December 6, 2011

Aimee Storm, Buyer Supervisor

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		December 20, 2011		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Glenna Hayes x 7539				
CAPTION				
To approve the purchase of Scott Self-Contained Breathing Apparatus (SCBA) equipment for the Fire Department in the amount of \$245,838 from Municipal Emergency Services through an existing contract with the City of Fort Worth and authorizing the City Manager to execute all necessary documents. (City of Fort Worth contract # 07-0191)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	358,342	0	358,342
Encumbered/Expended Amount	0	0	0	0
This Item	0	-245,838	0	-245,838
BALANCE	0	112,504	0	112,504
FUND(s): FIRE EQUIPMENT REPLACEMENT FUND (071.903)				
COMMENTS: Funds are included in the FY 2011-12 adopted budget for the replacement purchase of (58) Scott AP 75 units. Remaining funds will be used for other equipment purchases. STRATEGIC PLAN GOAL: Periodic replacement of the air supply equipment for firefighters relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the purchase of Scott Self-Contained Breathing apparatus (SCBA) equipment in the amount of \$245,838 from Municipal Emergency Services through an existing contract with the City of Fort Worth and authorizing the City Manager to execute all necessary documents. This purchase is made pursuant to Chapter 271, Section 271.102 of the Local Government Code that allows local governments to participate in a cooperative purchasing program. (City of Fort Worth contract # 07-0191; City of Plano contract # 2010-92-I)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				

Memorandum

Date: December 7, 2011
To: Glenna Hayes, Contracts Specialist – Purchasing Division
From: Michael Malone, Lieutenant – FD SupportSvcs
Subject: Scott Health/Safety Inc. Air-Pak 75 SCBA Units

Pursuant to FY 11/12 Budget Supplement #903552001, The Plano Fire Department intends to purchase (58) Scott Health/Safety Inc. AP-75 SCBA units; fully funded ERF procurement according to life-cycle parameters and established contract pricing. Self Contained Breathing Apparatus and cylinders provide dependable, easy breathing air supply for firefighters during IDLH emergency operations requiring supplied air protection. The AP-75 SCBA model is Scott Health/Safety's' replacement for the older AP-50 SCBA. This is the second and final phase of a two-year ERF replacement schedule of the Department's older SCBA units.

The ramification for not completing the scheduled life-cycle replacement of the remaining inventory of older SCBA units will in time lesson the Department's ability to effectively provide and sustain IDLH atmosphere emergency operations; decreased availability and serviceability of the older units, increased cost and downtime associated with prolonged repairs of the older units, and the increased cost associated with delayed purchase of a product which averages annual price increases of 5-8%.

The City of Fort Worth has completed a competitive bid process and awarded an annual contract with renewals to Municipal Emergency Services as a 32% discount from manufacturers suggest retail pricing. Previous purchases of Scott products have resulted in a 24% MSRP discount, and the utilization of City of Fort Worth contract will result in a cost avoidance of \$28,922.

Accordingly, the Department recommends to proceed by utilizing City of Fort Worth Contract #07-0191 (City of Plano Contract #2010-92-I) in the amount of \$245,838, pursuant to Chapter 271, Section 271.102 of the Local Government Code that allows local governments to participate in a cooperative purchasing program.

Respectfully submitted,

Michael Malone
Lieutenant – FD SupportSvcs

cc: Hugo Esparza, Fire Chief
Dan Thompson, Assistant Chief



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	12/20/11
Department:	Public Works
Department Head:	Gerald P. Cosgrove
Agenda Coordinator (include phone #): Irene Pegues (7198)	
Project No. 6157	

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and RLK Engineering, Inc., in the amount of \$106,760, for Intersection Improvements - Coit Road at 15th Street and Custer Road at Plano Parkway, Project No. 6157, and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	110,000	0	110,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-106,760	0	-106,760
BALANCE	0	3,240	0	3,240

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2011-12 Street Improvement CIP. This item, in the amount of \$106,760, will leave a current year balance of \$3,240 for the Coit Road at 15th Street – Custer and Plano Parkway Project.

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

SUMMARY OF ITEM

This agreement is for engineering design services for the Intersection Improvements - Coit Road at 15th Street and Custer Road at Plano Parkway project. This will add an additional left turn lane for southbound Coit at 15th Street, and additional left turn lanes for northbound and southbound Custer Road at Plano Parkway, and lengthen the left turn lane for southbound Custer Road at SH 190.

The total fee for these services is \$106,760.00 and is detailed as follows:

Basic Services

I. Design Survey	\$7,250.00
II. Subsurface Utility Engineering	\$16,900.00
III. Preliminary Engineering Services	\$28,350.00
IV. Final Design Services	\$17,010.00
V. Bid Phase Services	\$5,670.00
VI. Construction Administration	\$5,670.00
VII. Construction Survey	\$800.00
	<hr/>

Total Basic Services Fee \$81,650.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Special Services

A.	ROW Surveying	\$3,000.00
B.	Easement Surveying	\$2,500.00
C.	Subsurface Utility Engineering – Field Work	<u>\$19,610.00</u>

Total Special Services Fee \$25,110.00

Total Services Fee \$106,760.00

List of Supporting Documents:

Location Map; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

N/A

Intersection Improvements - Coit Road at 15th Street and Custer Road at Plano Parkway Project No. 6157



**INTERSECTION IMPROVEMENTS - COIT ROAD AT 15TH STREET
AND CUSTER ROAD AT PLANO PARKWAY**

PROJECT NO. 6157

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **INTERSECTION IMPROVEMENTS – COIT ROAD AT 15TH STREET AND CUSTER ROAD AT PLANO PARKWAY** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

RLK Engineering, Inc.
111 West Main Street
Allen, TX 75013
Attn: Ronny L. Klingbeil

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

RLK ENGINEERING, INC.
A Texas Corporation

DATE:

12/1/11

BY:



Ronny L. Klingbeil
PRESIDENT

CITY OF PLANO, TEXAS

DATE:

BY:

Bruce D. Glasscock
CITY MANAGER

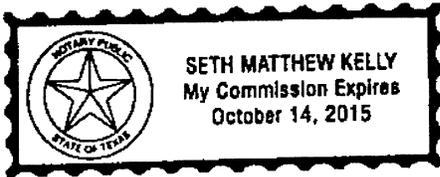
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 6th day of December, 2011, by **RONNY L. KLINGBEIL, PRESIDENT**, of **RLK ENGINEERING, INC.**, a **TEXAS** corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

**EXHIBIT A
SCOPE OF SERVICES**

**INTERSECTION IMPROVEMENTS - COIT ROAD AT 15TH STREET
AND CUSTER ROAD AT PLANO PARKWAY**

PROJECT NO. 6157

PROJECT DESCRIPTION:

This project includes preliminary and final design related professional engineering services for intersection improvements at three (3) locations in the City of Plano. The locations are as follows:

1. Coit Road at 15th Street- Design an additional left turn lane for southbound to eastbound traffic. This will require widening the east side of Coit north and south of the intersection and reconstruction of the median north of the intersection.
Modify the existing dedicated right turn lane for northbound to east bound traffic.
Design an island for a median opening approximately 300 feet south of the intersection.
2. Custer Road at Plano Parkway- design an additional left turn lane for north bound to westbound and for southbound to eastbound traffic. This will require widening the west side of Custer north and south of the intersection and reconstruction of the median south of the intersection.
Design a dedicated right turn lane for westbound to northbound traffic.
3. Custer Road at SH 190 Design an extension of the existing left turn lane for south bound to east bound traffic, north of the intersection, to create approximately 400 feet of storage with a 150 foot transition.

Special Design Considerations

It would be noted that, at all locations, particularly those where curb lines are being modified to the outside (toward private property), existing improvements may be affected. Existing landscaping, irrigation lines, utility lines, sidewalk or other items may be affected requiring special design considerations such as relocation, retaining wall construction or special grading. Sufficient survey ties to existing improvements and elevation information must be obtained by the engineer to allow for adequate design of proposed improvements. Existing and proposed elevation information must be provided on the plans to describe the proposed construction and a clear comparison of how well exiting elevations will be matched with the proposed improvements.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:
 - Geodetic Monumentation Manual
 - Manual for Right-of-Way Management
 - Storm Drainage Design Manual
 - Erosion & Sediment Control Manual
 - Thorough Fare Standards Rules & Regulations
 - Manual for the Design of Water & Sanitary Sewer Lines
 - Standard Construction Details
 - Barrier Free Ramp Details
 - NCTCOG Standard Specifications for Public Works Construction
 - Special Provisions to NCTCOG Standard Specifications for Public Works Construction
 - Sample Plan Set
2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Research and Data Collection

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, exiting easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

C. Design Survey

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees, edges of pavements and all other visible features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, Atmos Gas, Etc.)
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.

5. Provide roadway cross sections at a fifty-foot (50') intervals relative to the project baseline and at all drives, street intersections, drainage channels or other areas of significance, and shall extend a minimum of 25 feet past the existing and proposed curb lines. Cross sections are for project design review and quantity takeoffs and will be a part of the final construction plan set.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address, legal description (lot, block, addition) and owner of all adjacent properties to the proposed construction and show on drawings.
8. Survey and elevation work and information shown on plans shall generally extend a minimum of 100' beyond the project construction limits or through and beyond an entire street intersection at the end of a proposed construction area in order to show how well the proposed alignment, lane lines or grades match the existing conditions or to prove adequate surface drainage conditions as related to the project. This will generally be 800' beyond the center of the intersection for left turns and 500' for right turns. In addition, consideration must be given to portions of roadways beyond the immediate project area, which will be affected by the traffic control barricading plan required for inclusion in the project plans. These areas must be shown in the plans to accurately reflect the plan view conditions (curb alignment, drives, intersections, sign, marking, or other traffic related items). It is anticipated that most of the information in these areas, which needs to be shown on the plans for traffic control plan purposes, may be gathered from aerial photography provided from the City GIS system as verified or revised by the consultant by field observation checking. Items, which are not clearly visible on the aerial photography (signs, markings, newly constructed drives, or other pertinent items) must be added to the plan by the consultant.
9. Coordinate with all franchise utilities in the area to obtain their records relating to the location of their facilities in the project area. Establish the precise horizontal and vertical location of all underground franchise utilities (electric, gas, telecommunication, etc.) in the project area. Identify the owner of each utility located. It is anticipated that the consultant will use Subsurface Utility Engineering (SUE) subcontractors to accomplish this goal.

D. Right-of-way and Easement Requirements

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project. Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

E. Preliminary Design

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34" size) at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1" = 100'. (Can be combined with the paving plan sheets)
 - Quantity sheet (sheet by sheet breakdown of all quantities)
 - Typical sections and detail sheets.
 - Paving plan & profile sheets for street improvements. Note that all drives, sidewalk and barrier free ramps must be ADA compliant. Scale 1" = 20': H; 1" = 5': V.
 - Water, sewer and storm sewer relocation plan/ profile sheets Scale 1"=20' H 1"=5' V
 - Drainage area maps (with drainage calculations) for street/drainage improvements (In general, a drainage study is required only where new storm drain is being installed on the project. Analysis of the drainage system will be required as pertains to any new inlet placements. Scale 1" = 20':H 1"=5':V.
 - Traffic control plans. Provide construction phasing and temporary traffic control plans for each phase.
 - SWPPP sheets meeting EPA and City of Plano requirements. Scale 1" = 40'. Plan view portion can be included in the paving plans. A separate plan sheet for details is required. Surface curb inlet protection shall not be used for existing curb inlets on existing thoroughfare pavement areas. Use "Depressed Back of Curb Sediment Trap" instead of silt fence to prevent silt onto roadway. Use "Pavement Replacement Sediment Trap" for areas where pavement will be removed for pavement widening. Use "Organic Filter Tube" instead of silt fence to prevent silt onto private property. Use City WORD file form for "City of Plano CIP Projects – SWPPP Operator Requirements" as part of SWPPP. A separate plan sheet is required for this item.

- Landscape and irrigation plan sheets. Scale 1" = 40'.
 - Final buttoning and signage plan sheets. Scale 1" = 40'.
 - Traffic signal plans. It is anticipated that traffic signal poles will have to be removed and replaced at 5 locations in this project. Appropriate plans for this traffic signal work, which may include conduits, wiring, pull boxes and traffic signal controllers, shall be incorporated into the plans.
Include plans for 2 - MESH camera systems
 - Street Lighting Plans. Scale 1" = 40'. Plans will show existing and proposed street light locations, pull boxes and conduits. Contract will install new foundations, pull boxes and conduit.
 - Cross-sections. Scale 1" = 20':H; 1" = 4':V.
2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to verify the location of their facilities located in the design survey.
 3. Prepare outline of any special technical specifications needed for the project (if any).
 4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
 5. Submit six (6) sets of preliminary plans and one (1) set of an outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Parks
 - File
 6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
 7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.
 8. Provide ROW and temporary construction easement descriptions and drawings on 8.5"X11" sheets

F. Final Design

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details (those not included in "City of Plano Standard Construction Details") into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit four (4) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three (3) sets of final black line prints, three bound copies of the bid documents and one single sided unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

G. Bid Phase Services

1. Provide a schedule of bid items. The City will prepare the contract documents.
2. Furnish plans and distribute contract documents for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four (4) plans review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
6. Submit a bid set plans in a PDF format.
7. Provide bid tabulation to the City of Plano within four (4) working days of the bid letting.

8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish eleven (11) sets of full size and four (4) sets of half size final construction plans and seven (3) sets of the contract documents manual to the City for construction.

H. Construction Administration

1. Provide written responses to requests for information or clarifications.
2. Prepare plan and quantity revisions as required for change orders. The City will prepare the actual change order form and get it executed by the contractor.
3. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and City inspectors. Submit one black line set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" black line drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc). Each file shall be named in numeric order.

I. Construction Control Survey

1. Set vertical and horizontal control pins/monuments for construction at 500' intervals, and a minimum of one at each end of the project.

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying

1. Prepare a metes and bounds description and a drawing on 8-1/2" x 11" for five (5) parcels of right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare a metes and bounds description and a drawing on 8-1/2" x 11" for five (5) temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepared exhibits with the field notes first and drawings second. Each parcel shall have its own separate number.
4. Set new iron pins at all new corners, PC's and PT's of new right-of-way after completion of construction.

**EXHIBIT "B"
SCHEDULE**

TASK		Duration
<i>Research, Data Collection, Design Survey, Subsurface Utility Engineering</i>	Meet with City / Obtain Project Information, Obtain Franchise Utility Information, Conduct field survey for design	5 weeks
<i>Preliminary Design, Right Of Way and Easement Preparation</i>	Prepare Preliminary Drawings, Coordinate with Utilities, Prepare Quantity and Cost Estimate, Prepare Right of Way and Easement Documents, Meetings with City	6 weeks
<i>City Review</i>		4 weeks
<i>Final Design</i>	Revise Preliminary Plans & Address Comments Finalize Plans & Incorporate Standards Prepare Technical Specs / Proposal, Meetings with City	4 weeks
<i>City Review</i>		4 weeks
<i>Bid Phase Services</i>	Prepare Final Bid Documents Assist City with Bidding Assist City with Pre-Construction	2 weeks
<i>Construction Control Survey, Construction Administration</i>	Set Control For Construction, Provide Periodic Site Visits (Observation), Assist City with Requests for Information, Prepare Record Drawings	20 weeks

EXHIBIT "C"
PAYMENT SCHEDULE
 (All fees not to exceed without prior approval)

For and in consideration of Basic and Special Services to be rendered by ENGINEER, CITY OF PLANO agrees to pay, based on the fees indicated below, with the total fee not to exceed ONE HUNDRED SIX THOUSAND SEVEN HUNDRED SIXTY DOLLARS and 00/100 (\$106,760.00). Partial payments to ENGINEER will be made on the basis of monthly statements rendered to and approved by the CITY OF PLANO; however, under no circumstances shall any monthly statement for services exceed the value of work performed at the time a statement is rendered. Payment for the services shall be due and payable within one month of submission of a statement for services. A summary of the fee is as shown below:

BASIC SERVICES

I.	DESIGN SURVEY (Lump Sum)	=	\$	7,250.00
II.	SUBSURFACE UTILITY ENGINEERING Level B Designation (\$1.30 / LF – Est. 13,000 LF)	=	\$	16,900.00
III.	PRELIMINARY ENGINEERING SERVICES (Lump Sum)	=	\$	28,350.00
IV.	FINAL DESIGN SERVICES (Lump Sum)	=	\$	17,010.00
V.	BID PHASE SERVICES (Lump Sum)	=	\$	5,670.00
VI.	CONSTRUCTION ADMINISTRATION (Lump Sum)	=	\$	5,670.00
VII.	CONSTRUCTION CONTROL SURVEY (Lump Sum)	=	\$	800.00
	TOTAL BASIC SERVICES FEE	=	\$	81,650.00

SPECIAL SERVICES

A.	ROW SURVEYING (\$600/each – Est. 5 ea.)	=	\$	3,000.00
B.	EASEMENT SURVEYING (\$500/each – Est. 5 ea.)	=	\$	2,500.00
C.	SUE (Vertical Test Trench - \$90/LF – Est. 150 LF)	=	\$	13,500.00
	SUE (Project Manager - \$165/HR – Est. 4 HR)	=	\$	660.00
	SUE (Remove Sidewalk and/or Brick Pavers @ Test Trench Location and Replace with Non-Reinforced Concrete – Est. 3 locations @ \$1,166.67 ea.)	=	\$	3,500.00
D.	Temporary Traffic Control With Lane Closure For SUE Vertical Locates (Lump Sum)	=	\$	1,950.00
	TOTAL SPECIAL SERVICES FEE	=	\$	25,110.00

TOTAL SERVICES FEE = \$ 106,760.00

It is specifically understood and agreed that ENGINEER shall not be authorized to undertake any work pursuant to this Agreement which would require payment by the CITY OF PLANO- for any charge, expense, or reimbursement above the fee as stated without obtaining written authorization from the CITY OF PLANO.

EXHIBIT "D"
ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

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

INSURANCE AGENT'S STATEMENT

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

- 26. The above policy(s) carry the following deductibles: \$ 20,000

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

Professional Liability Re: "Full Proc Acts"

- 27. Liability policies are (indicate):

OCCURRENCE []
[Signature]
 Signature
Chris Landers
 Insurance Agent (Print)
RLK Engineering
 Name of Insured
12/16/11
 Date

CLAIMS MADE []
Full Proc Acts
 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2011

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

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

PRODUCER Davis-Dyer-Max Insurance a Member of the Insurors Group P.O. Box 495429 Garland TX 75049	CONTACT NAME: Michele McGill PHONE (A/C No. Ext): (972) 864-0400 E-MAIL ADDRESS: michele.mcgill@davis-dyer-max.com		FAX (A/C No.): (972) 278-8400
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED RLK ENGINEERING 111 W. MAIN STREET ALLEN TX 75013-2763	INSURER A: Sentinel Insurance Co. Ltd.		11000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 11-12 Auto **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	46UECKJ1038	10/17/2011	10/17/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Plano are additional insureds on the Auto as required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

City of Plano Attn: Tim Bennett 1520 Ave K Plano, TX 75071 <i>10-20-11</i> <i>MMO</i>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Larry Hughston/JKM <i>Larry T. Hughston</i>
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ACORD 25 (2010/05)

INS025 (201005).01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2011

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

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

PRODUCER The Risk Specialty Group 4801 Woodway Drive Suite 300 East Ph: 713.552.1900 Houston TX 77056 Fx: 713.513.5411	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED RLK Engineering, Inc. 111 W. Main Allen TX 75013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Navigators Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Navigators Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Navigators Insurance Company															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability "claims made"			CM10DPL750562NV	05/20/11	05/20/12	per Claim Limit 2,000,000 Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
6157 Int Jmp - Ceit @ 15th, Custer @ Plano Parkway

CERTIFICATE HOLDER City of Plano Attn: Tim Bennett 1520 Ave K Plano, TX 75071 Phone: Fax:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Tim Bennett</i> <TL>
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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

RLK ENGINEERING, INC.
Name of Consultant

By:

[Handwritten Signature]
Signature

Renny Klingbeil
Print Name

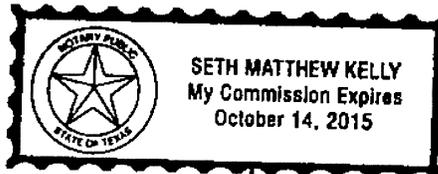
President
Title

12/6/11
Date

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN



SUBSCRIBED AND SWORN TO before me this 6th day of December, 2011.

[Handwritten Signature]
Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	12/20/11
Department:	Public Works
Department Head:	Gerald P. Cosgrove
Agenda Coordinator (include phone #): Irene Pegues (7198)	
Project No. 6154	

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and Binkley & Barfield, Inc., in the amount of \$120,000 for Bridge Repairs Project No. 6154; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	21,325	838,675	500,000	1,360,000
Encumbered/Expended Amount	-21,325	-500	0	-21,825
This Item	0	-120,000	0	-120,000
BALANCE	0	718,175	500,000	1,218,175

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2011-12 Street Improvement CIP. This item, in the amount of \$120,000, will leave a current year balance of \$718,175 for the Bridge Inspection project.

STRATEGIC PLAN GOAL: Engineering design services for bridge repair relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This agreement is for engineering design services for the Bridge Repairs project which will provide various repair items at 11 bridge locations as shown on the attached location map.

The project will include repair of cracked wingwalls and backwalls, spalled decking and approach slabs, scour at rip rap and columns, damaged/corroded railings, and other miscellaneous repairs.

The contract fee is \$120,000 and is detailed as follows:

WORK STAGE SUBMITTAL OR COMPLETION	FEE AMOUNT
BASIC SERVICES	
Phase I	
A. Preliminary Design	\$ 48,500.00
B. Pre-Final Design	\$ 40,000.00
C. Final Design	\$ 10,000.00
D. Construction Administration/As-Builts	\$ 5,000.00
Phase I -- BASIC SERVICES FEE SUBTOTAL	\$ 103,500.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

REIMBURSIBLE EXPENSES	\$ 3,000.00
SPECIAL SERVICES	
G. Inspection (25 @ \$540 ea.)	\$ 13,500.00
TOTAL FEE	\$ 120,000.00
List of Supporting Documents: Location Map, Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A

PLANO BRIDGE REPAIRS
PROJECT NUMBER 6154
CIP NUMBER 37579



VICINITY MAP

BRIDGE	ROADWAY	FEATURE CROSSED
3	HEDGCOXE	WHITE ROCK CREEK
5	TENNYSON PKWY	WHITE ROCK CREEK
6	PARKER ROAD	ROWLETT CREEK
13	14TH STREET (FM 544)	ROWLETT CREEK
16	16TH STREET	SPRING CREEK
19	AVENUE K (HWY 5)	ROWLETT CREEK
20,21	PARKER ROAD	WHITE ROCK CREEK
26	LEGACY	WHITE ROCK CREEK
28,29	PLANO PARKWAY	SPRING CREEK
30	CUSTER ROAD	SPRING CREEK
31A	INDEPENDENCE PKWY	RUSSELL CREEK

BRIDGE REPAIRS

PROJECT NO. 6154

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **BRIDGE REPAIRS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of

reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Binkley & Barfield, Inc.
1255 West 15th Street, Suite 250
Plano, TX 75075-7299
Attn: Fred R. Balster

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

BINKLEY & BARFIELD, INC.

A TEXAS Corporation

DATE: 12-1-2011

BY: Fred R. Balster
Fred R. Balster
CORPORATE VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

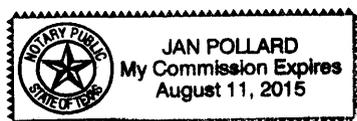
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 1st day of December, 2011, by **FRED R. BALSTER, CORPORATE VICE PRESIDENT** of **BINKLEY & BARFIELD, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Jan Pollard
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

**EXHIBIT A
SCOPE OF SERVICES
BRIDGE REPAIRS
PROJECT NUMBER 6154
CIP NUMBER 37579**

PROJECT DESCRIPTION:

Design repairs on the first phase of multiple bridges.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:
 - Erosion & Sediment Control Manual
 - Thorough Fare Standards Rules & Regulations
 - Standard Construction Details
 - Barrier Free Ramp Details
 - NCTCOG Standard Specifications for Public Works Construction
 - Special Provisions to Standard Specifications for Public Works Construction
 - Manual for Right of Way Management
 - Storm Drainage design Manual
 - Manual for the Design of Water and Sewer Lines

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Investigation and Preliminary Design

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City project manager to conduct an on site inspection.
3. Develop schematic base plans.
4. Consider existing utilities and drainage conditions in design.
5. Develop preliminary construction plans. Prepare the following sheets at the engineering scale indicated (sheet count):
 - Cover Sheet with bridge locations with name and number
 - General Notes
 - For each bridge location (Number of bridges to depend on total construction costs):
 1. Quantity Sheet
 2. Repair Details Sheets
6. Submit two set of 22" X 34" and 11" x 17" pre-final plans to City review.

C. Pre-Final Design —

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - General Notes
 - SWPPP sheets meeting EPA and City of Plano requirements, if needed.
 - For each bridge location:
 1. Generic schematic layout (not to scale).
 2. Quantity sheet.
 3. Repair locations.
 4. Repair details.
 5. Generic traffic control sheets.
 6. Color photos of bridge repair locations, four per sheet format, in specification book for each bridge.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Parks
 - Other
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

D. Final Design —

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).

5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit three sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three sets of final blue line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

Structural

1. The structural design will be for the repair of various bridge elements and approach elements.
2. Once the layouts of the bridge repairs are approved by the City of Plano, one structural design will be provided. Modifications due to changing requirements or unanticipated site conditions shall be negotiated under a separate scope.
3. It is assumed that the City of Plano will contract a materials testing firm to observe the construction process. The testing firm will verify that foundations are placed in the correct strata and will perform materials test on soil and construction materials as required.

E. Bid Phase Services —

1. Provide a schedule of bid items. The City will prepare the bid documents. Furnish plans and bid documents for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
2. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
3. Assist City staff in conducting a pre-bid conference, if required.
4. Prepare and distribute addenda to bid documents as necessary.
5. Submit a CD-ROM disk of the bid set plans in a PDF format.
6. Provide a bid tabulation within 4 working days of the bid opening.
7. Evaluate the low and second to low bidders. Prepare a letter of recommendation to the City within 7 working days of the bid opening.
8. Assist City staff in a pre-construction conference.
9. Furnish 11 full size and 7 half size sets of final construction plans and three sets of the contract documents manual to the City for construction.

F. Construction Administration —

1. Provide written responses to requests for information or clarifications.
2. Provide monthly site visits during construction.
3. Prepare plan and quantity revisions as required for change orders. The City will prepare the change order and have it executed by the contractor.
4. Recommend final acceptance of the work, when acceptable.
5. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

G. Special Services

The consultant will provide secondary support inspection on a weekly or as requested basis. Payment would be at a per each basis of the repairs in progress at the time of inspection. Documentation of inspection would be submitted by email to the City

Phase I Bridges —

Bridge Number	Roadway	Feature Crossed	Type of Structure	Factored Estimated Construction Cost
26	Legacy Boulevard	White Rock Creek	Bridge	\$73,325
31A	Independence Parkway	Russell Creek	Box Culvert	\$73,775
20&21	Parker Road	White Rock Creek	Bridge	\$175,925
6	Parker Road	Rowlett Creek	Bridge	\$113,000
30	Custer Road	Spring Creek	Bridge	\$40,250
3	Hedgecoxe	White Rock Creek	Bridge	\$41,750
5	Tennyson Parkway	White Rock Creek	Bridge	\$76,250
13	14th Street (FM544)	Rowlett Creek	Bridge	\$109,250
16	16th Street	Spring Creek	Bridge	\$94,250
19	Avenue K (HWY 5)	Rowlett Creek	Bridge	\$96,500
28&29	Plano Parkway	Spring Creek	Bridge	\$54,500
Total				\$948,775

Services not Included in this Contract

1. The Engineer will not provide any design for relocation of utilities for the project.
2. The Engineer will not set horizontal or vertical control stakes for construction.
3. City to provide inspection and testing.
4. 404 permitting is not included in contract.

**EXHIBIT B
SCHEDULE OF WORK
ROADWAY BRIDGE REPAIRS
PROJECT NUMBER 6154
CIP NUMBER 37579**

	Duration
Activity	(Calendar Days)
Notice to Proceed	<i>City</i>
Investigation and Preliminary Design	8 weeks
Develop existing base plans	
Preliminary Construction Plans	
- Cover, Quantity, Legend and General Notes	
Preliminary QA/QC	
Preliminary Design Submittal	
City Preliminary Review	2 weeks
Prefinal Design	8 weeks
Incorporate Preliminary Review Comments, Preliminary Structural Design, Utility Coordination	
Pre-Final construction plans, Utility Coordination	
- Typical sections, repair detail sheets	
Pre-Final Opinion of Probable Construction Costs, Pre-Final Technical Specifications, Prefinal QA/QC	
Pre-Final Design Submittal	
City Pre-Final Review (and review with HOA/ Home Owner)	3 weeks
Final Design	2 weeks
Incorporate Pre-Final Review Comments, Final Structural Design	
Final Construction Plans, Final Opinion of Probable Construction Costs, Final QA/QC	
Final Design Submittal	
City Final Review	
Distribute Final Plans to Utilities	
Final Walkthrough and Punch List	<i>City</i>
Create Record Drawings	

**EXHIBIT C
COMPENSATION AND METHOD OF PAYMENT
ROADWAY BRIDGE REPAIRS
PROJECT NUMBER 6154
CIP NUMBER 37579**

WORK STAGE SUBMITTAL OR COMPLETION	FEE AMOUNT
BASIC SERVICES	
Phase I	
A. Preliminary Design	\$ 48,500.00
B. Pre-Final Design	\$ 40,000.00
C. Final Design	\$ 10,000.00
D. Construction Administration/As-Builts	\$ 5,000.00
Phase I -- BASIC SERVICES FEE SUBTOTAL	\$ 103,500.00
REIMBURSIBLE EXPENSES	\$ 3,000.00
SPECIAL SERVICES	
G. Inspection (25 @ \$540 ea.)	\$ 13,500.00
<hr/> TOTAL FEE (Not to exceed without prior approval)	<hr/> \$ 120,000.00

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<i>EXCEPT</i> → \$500,000 combined single limit for bodily injury and property damage } INCLUDED... NOT A SEPARATE SUB-LIMIT <i>12/1/11</i>
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence

- 18. Garagekeepers' Legal \$ _____ - Comprehensive
\$ _____ - Collision
- 19. Owners Protective Liability \$500,000 Combined single limits
- 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.
- 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.
- 22. Ten (10) days notice of cancellation, non-renewal, endorsement required. The words "endeavor to" and "~~but failure" (to end of sentence)~~" are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. *M/12/11*
- 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).
- 24. The Certificate must state project title and project number.
- 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

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

- 26. The above policy(s) carry the following deductibles: *\$50,000 - PROFESSIONAL LIABILITY*

<i>GENERAL LIABILITY</i>
<i>AUTO LIABILITY</i>
<i>W. COMP./EMPLOYER LIABILITY</i>

Full limits of coverage available for:
 General Liability *\$1 Mil / \$2 Mil* Professional Liability *\$1 Mil / \$2 Mil*
 Automobile Liability *\$1 Mil CS2*

- 27. Liability policies are (indicate):

OCCURRENCE <input checked="" type="checkbox"/>  Signature _____	CLAIMS MADE <input checked="" type="checkbox"/> <i>- PROFESSIONAL LIABILITY ONLY</i> <i>12/1/11</i> Date _____
<i>R. Boyd Parker - John L. Wortham + Son, LT</i> Insurance Agent (Print)	

Name of Insured

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2011

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

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

PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388	CONTACT NAME: (HOU) Karen Bohot	
	PHONE (A/C, No, Ext): 713-346-1206	FAX (A/C, No): 713-521-8206
E-MAIL ADDRESS: karen.bohot@worthaminsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Underwriters Insurance Co		30104
INSURER B: Hartford Casualty Insurance Co		29424
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008
713-869-3433

COVERAGES

CERTIFICATE NUMBER: 11758601

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			61UUNUV1508	3/20/2011	3/20/2012	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			61UUNUV1508	3/20/2011	3/20/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			61WEGG7250	3/20/2011	3/20/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Re: Plano Bridge Repair Project #6154
City Of Plano, Its Elected & Appointed Officials, Agents, Volunteers, & Employees Are Included As Additional Insured On General Liability On A Primary & Non Contributory Basis When Required By Written Contract As Respects Liability Arising Out Of Named Insureds Work For The Additional Insured. Waiver of Subrogation is provided on Workers Compensation When Required by Written Contract, General Liability includes coverage for actions of independent contractors.

CERTIFICATE HOLDER

Amendes #11710621

City Of Plano
Attn: Capt Project Manager
Public Works Department
P.O. Box 860358
Plano TX 75086-0358

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P.

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

CERTIFICATE ADDENDUM

DATE ISSUED
12/1/2011

NAMED INSURED:

Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008
713-869-3433

CERTIFICATE HOLDER:

City Of Plano
Attn: Capt Project Manager
Public Works Department
P.O. Box 860358
Plano TX 75086-0358

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S) NAMED ON THIS CERTIFICATE, EXCEPT FOR NON-PAYMENT OF PREMIUM OR ANY OTHER CIRCUMSTANCE PERMITTED BY STATE LAW OR POLICY CONDITIONS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2011

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

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

PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388	CONTACT NAME:	
	PHONE (A/C, No, Ext): 713-526-3366	FAX (A/C, No): 713-521-1951
INSURED Binkley & Barfield Consulting Engineers 1710 Seamist Drive Houston, TX 77008 713-869-3433	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ace American Insurance Company	NAIC # 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 11759010

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			EONG23662863004	7/12/2011	7/12/2012	1,000,000 Each Claim 2,000,000 Aggregate

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

The Project description is: Plano Bridge Repair Project #6154
 This policy is written on a primary basis for the work that the named insured is performing for the certificateholder on the noted project only.

CERTIFICATE HOLDER

City of Plano
 Attn: Capt. Project Manager
 Public Works Department
 P.O. Box 860358
 Plano, TX 75086-0358

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P.

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

CERTIFICATE ADDENDUM

DATE ISSUED
12/1/2011

NAMED INSURED:

Binkley & Barfield Consulting Engineers
1710 Seamist Drive
Houston, TX 77008
713-869-3433

CERTIFICATE HOLDER:

City of Plano
Attn: Capt. Project Manager
Public Works Department
P.O. Box 860358
Plano, TX 75086-0358

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S) NAMED ON THIS CERTIFICATE, EXCEPT FOR NON-PAYMENT OF PREMIUM OR ANY OTHER CIRCUMSTANCE PERMITTED BY STATE LAW OR POLICY CONDITIONS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

Binkley & Barfield, Inc.
Name of Consultant

By: *Fred Balster*
Signature

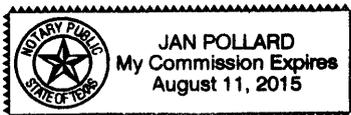
Fred Balster
Print Name

Corp. V.P.
Title

12-1-2011
Date

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me this 1st day of December, 2011.



Jan Pollard
Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/20/11		
Department:		Fire		
Department Head		Hugo R. Esparza		
Agenda Coordinator (include phone #): Cynthia Morgan, ext. 7164				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, ratifying the City's acceptance of a fire response apparatus pursuant to the terms and conditions of the Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program administered by the Texas Forest Service; authorizing the execution of any and all documents in connection therewith by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011/12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Accepting Fire Response Apparatus (brush truck) through a grant program administered by the State Forest Service relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
SUMMARY OF ITEM				
Acceptance of a fire response apparatus (brush truck) pursuant to the terms and conditions of the Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program administered by the Texas Forest Service (TFS). Apparatus delivery is anticipated during summer 2012.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution; TFS Letter, and Agreement				

A Resolution of the City Council of the City of Plano, Texas, ratifying the City's acceptance of a fire response apparatus pursuant to the terms and conditions of the Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program administered by the Texas Forest Service; authorizing the execution of any and all documents in connection therewith by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City of Plano Fire Department applied for and was awarded a grant through the Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program administered by the Texas Forest Service for a fully equipped fire response apparatus (commonly known as a "brush truck") for the purpose of responding to local and regional mutual aid incidents and other specified functions; and

WHEREAS, the City Council of the City of Plano has been presented a Supplemental Terms and Conditions Agreement by and between the City of Plano and Texas Forest Service, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Grant Agreement"); and

WHEREAS, upon full consideration of all matters attendant and related thereto, the City Council of the City of Plano is of the opinion that the City's acceptance of the grant for a fire response apparatus through the TIFMAS Grant Assistant Program is in the best interest of the City and its citizens; and the City Manager or his authorized designee is authorized to execute the Grant Agreement and any other documents necessary to accept the grant.

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

Section I. The City's acceptance of the grant for a fire response apparatus pursuant to the terms and conditions of the Grant Agreement, having been reviewed by the City Council and found to be acceptable and in the best interest of the City of Plano, is hereby in all things ratified.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Grant 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 Grant Agreement.

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

DULY PASSED AND APPROVED this the 20th day of December, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

T E X A S
FOREST SERVICE
The Texas A&M University System

5.4191

October 28, 2011

PLANO FIRE RESCUE
1901 K AVENUE
PLANO TEXAS 75074

Case: 1214

Dear Chief:

Your application for a grant for a **Type 6 Engine** under the TIFMAS Grant Assistance Program has been **APPROVED**. The grant will pay 100% of the cost of a fully equipped Type 6 Engine, including an installed radio package and loose equipment complement.

All Fire Trucks acquired under the TIFMAS Grant Assistance program are to be produced under one common statewide standard. This ensures that the vehicles will be consistent in type, design, markings, capability, and identification on assignments.

The Texas Forest Service will order this completed truck on your behalf through the state or federal contract purchasing process. We will pay the selected vendors on your behalf via a third party vendor transaction. Your department will own the truck subject to the Supplemental Terms and Conditions Agreement.

Please indicate below whether you wish to accept or decline this grant and then return a signed copy to us within 14 days of receipt of this letter. **Also, if you are accepting the grant, please return to us a signed original copy of the Supplemental Terms and Conditions Agreement.**

Congratulations! Please contact us if you need additional information.

Accept Decline

[Handwritten Signature] Fire Chief
Signature and Title

11/02/2011
Date

[Handwritten Signature]
Texas Forest Service

Attachment: 1) Supplemental Terms and Conditions Agreement



CASE# 1214

**SUPPLEMENTAL TERMS AND CONDITIONS AGREEMENT
TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM
(TIFMAS) GRANT ASSISTANCE PROGRAM**

Mobilization of local resources to respond to statewide emergencies is of great concern. The 81st Texas State Legislature passed Senate Bill 1011 in 2009. The law amended portions of the statute governing the Texas Commission on Fire Protection ("TCFP"). One of the amendments changed the TCFP Fire Department Emergency Program (FDEP). By statute, the Fire Department Emergency Program was abolished effective January 1, 2010 and all funds and loan obligations of the former FDEP were transferred to the Texas Forest Service ("TFS"), a member of The Texas A&M University System and an agency of the State of Texas, herein referred to as "Service." The Service will use a portion of these funds to administer a pilot project to acquire fire and rescue apparatus to support the Texas Intrastate Fire Mutual Aid System ("TIFMAS").

Through the TIFMAS Grant Assistance Program (the "TIFMAS Grant Program"), the Service considers applications for participation in the TIFMAS Grant Program and will provide certain response apparatus ("TIFMAS Vehicle(s)") to cooperators in the TIFMAS Grant Program.

In consideration for the provision of TIFMAS Vehicle(s), City of Plano of Collin County, Texas, ("Cooperator"), agrees to the terms and conditions set forth herein.

This document describes the Service's statutorily required administration and the terms and responsibilities of Cooperator related to TIFMAS Vehicle grants under the TIFMAS Grant Program. The terms and responsibilities of Cooperator outlined in this document shall be in effect for the entire time Cooperator owns the TIFMAS Vehicle. Upon grant award, the following shall apply:

Service Authority and Responsibilities:

1. Service will provide a standardized TIFMAS Vehicle titled in the name of Cooperator under the following guidelines:
 - a. TIFMAS Vehicle will be provided under a one-hundred percent grant funded program administered by the Service through a third party vendor selected by the Service.
 - b. Specifications for TIFMAS Vehicle will be developed by Service.
 - c. TIFMAS Vehicle will include loose equipment per Service specifications.
2. Service will perform an inspection after the TIFMAS Vehicle has been purchased and delivered and will document the vehicle on a TIFMAS Vehicle Equipment List, signed by both parties.

3. Service will perform occasional inspections of the TIFMAS Vehicle to insure the Cooperator is fulfilling its obligations in accordance with this agreement.

Cooperator Responsibilities:

1. Cooperator will take possession of TIFMAS Vehicle at a time and location mutually decided on by Service and Cooperator.
2. Cooperator will facilitate an initial inspection of the TIFMAS Vehicle by the Service and sign the TIFMAS Equipment Vehicle List provided by Service.
3. Cooperator may add additional loose equipment to the TIFMAS Vehicle, but cannot alter or change the original specification of the TIFMAS Vehicle. All additional loose equipment added by Cooperator shall remain the property and responsibility of the Cooperator.
4. Cooperator will use the TIFMAS Vehicle only for the following:
 - a. Local and Regional Mutual Aid Incidents.
 - b. Local/Regional Multiple Alarm Incidents.
 - c. Emergency events threatening properties vital to National Defense, Critical Infrastructure or Important Military Installations.
 - d. Local community events (parades, displays).
 - e. Training of firefighters.
 - f. Temporary standby for Cooperator's regular apparatus while out of service for repairs. Cooperator agrees to notify the Service if the standby period will exceed 90 days.
5. Cooperator will house, maintain, operate, and repair the assigned TIFMAS Vehicle in order to ensure a high state of readiness at all times.
 - a. TIFMAS Vehicle shall be housed on the property of the Cooperator and Cooperator will provide reasonable protection against weather, vandalism, theft, or damage.
 - b. All costs for operating, maintaining, and repairing the TIFMAS Vehicle shall be the responsibility of the Cooperator.
6. Cooperator will staff TIFMAS Vehicle with trained and qualified personnel when dispatched to any regional or statewide assignment, and will provide for personnel rotation or replacement when the TIFMAS Vehicle is needed on assignments of extended duration.
7. Cooperator will carry vehicle liability insurance. Proof of insurance coverage for the TIFMAS Vehicle must be provided to the Service annually. The insurance liability limits must be equal to or greater than the State of Texas minimum amounts.

8. Cooperator will operate and maintain each TIFMAS Vehicle in a roadworthy and legal condition, with a current state inspection decal, and within the posted Gross Vehicle Weight Rating (GVWR) of the chassis as stated by the manufacturer.
9. Cooperator shall notify the Service if the apparatus is damaged and cannot respond for a TIFMAS authorized deployment.

General Provisions:

1. The TIFMAS Vehicle will be titled in the name of the Cooperator.
2. If the Cooperator does not fulfill its obligations under the TIFMAS Grant Program, the TIFMAS Vehicle and title must be transferred to another fire department of the Service's choice.
3. The Service shall have the right to inspect the TIFMAS Vehicle at any time.
4. Deployment and reimbursement for use of apparatus under a TIFMAS deployment shall be in accordance with Appendix 6 – Annex F of the State of Texas Emergency Management Plan. There are no provisions for reimbursement from the Service to the Cooperator on any mutual aid assignment.
5. If the Cooperator chooses to end its participation in the TIFMAS Grant Program, Cooperator shall give Service 14-days prior written notice. Upon termination of its participation, all TIFMAS Vehicles, equipment, and titles will be transferred to another fire department of the Service's choice. Cooperator shall not alter the TIFMAS Vehicle in any way prior to transferring the TIFMAS Vehicle. Damage shall be limited to normal wear and tear.
6. The primary points of contact for each party shall be as follows:

<u>Cooperator</u>	<u>Service</u>
City of Plano 1901 K Avenue Plano, TX 75074 Attn: Hugo Esparza, Fire Chief Tel: (972) 941-7160 Fax: (972) 941-7176	Texas Forest Service P.O. Box 310 Lufkin, TX 75901 Attn: Emergency Services Grants Unit Tel: (936) 639-8130 Fax: (936) 639-8138

Contracting parties agree to notify the other of any changes in the above. Any notices regarding violations or termination shall be made in writing to the point of contact.

7. Performance by the Texas Forest Service under this agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the Texas Forest Service will issue written notice to Cooperator and the Texas Forest Service may terminate this Agreement without further duty or obligation hereunder. Cooperator acknowledges that appropriation of funds is beyond the control of the Texas Forest Service.

8. Cooperator understands that pursuant to Section 51.9335(c) of the *Texas Education Code*, the state auditor may audit purchases of goods or services by an institution of higher education or by a component thereof that purchases goods and services. Cooperator agrees to cooperate with the state auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.
9. Cooperator expressly acknowledges that the Texas Forest Service is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by the Texas Forest Service of its right to claim such exemptions, privileges, and immunities as may be provided by law.
10. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Texas Forest Service and Cooperator to attempt to resolve any claim for breach of contract made by Cooperator that cannot be resolved in the ordinary course of business. Cooperator shall submit written notice of a claim of breach of contract under this Chapter to the Associate Director for Finance and Administration of the Texas Forest Service, who shall examine Cooperator's claim and any counterclaim and negotiate with Cooperator in an effort to resolve the claim.
11. The Cooperator agrees to abide by the terms and responsibilities described herein and the terms outlined in the grant.

Acceptance of Terms and Responsibilities

Cooperator



Signature

Fire Chief

Title (Please Print)

11/02/2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/20/2011		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey - 7156				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Prescott Realty Group, to provide an exclusive period for the negotiation of a development agreement for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. (RFQ No. 2011-286-B)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	10,874,546	0	10,874,546
Encumbered/Expended Amount	0	0	0	0
This Item	0	-35,000		-35,000
BALANCE	0	10,839,546	0	10,839,546
FUND(S): TIF-EAST SIDE				
COMMENTS - Funds are included in the FY 2011-12 TIF East Side fund balance. This item in the amount of \$35,000 will leave a FY 2011-12 ending fund balance of \$10,839,546 in the TIF East Side fund.				
STRATEGIC PLAN GOAL – Passage of the Resolution relates to the City's Goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
At its November 14 th meeting, the City Council directed staff to develop an agreement with Prescott Realty Group to govern an exclusive, non-binding 120-day planning and negotiation process for the ultimate development of 4.6 acres of city-owned land located at the northwest corner of Park Boulevard and K Avenue adjacent to the Parker Road DART Rail Station. This resolution approves the terms and conditions of the agreement.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution				
Agreement				

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

WHEREAS, the City Council has been presented a proposed Letter Agreement by and between the City of Plano, Texas and Prescott Realty Group, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; 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 the City Manager or, his authorized designee, should be authorized to execute the Agreement on behalf of the City of Plano.

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

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

Section III. The City Manager, at his discretion, is hereby authorized to extend the exclusive negotiation period in the event during good faith negotiations a development agreement has not been completed by the 120 day deadline.

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

DULY PASSED AND APPROVED THIS THE 20TH DAY OF DECEMBER, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



December 8, 2011

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

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

Dear Mr. Pankey:

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

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

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

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

Phil Dyer
Mayor

Pat Miner
Mayor Pro Tem

Lissa Smith
Deputy Mayor Pro Tem

Ben Harris
Place 2

André Davidson
Place 3

Jim Duggan
Place 5

Patrick Gallagher
Place 7

Lee Dunlap
Place 8

Bruce D. Glasscock
City Manager

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

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

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

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

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

Very truly yours,

City of Plano

By: _____

ACCEPTED AND AGREED TO on this _____ day of _____, 2011

Prescott Realty Group

By: _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/20/11		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an annual maintenance contract by and between the City of Plano and Motorola Solutions, Inc., the sole source provider for depot repairs, and technical support for the City of Plano's MESH data devices; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	800,000	0	800,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-300,000	0	-300,000
BALANCE	0	500,000	0	500,000
FUND(S): TECHNOLOGY SERVICES FUND (066)				
<p>COMMENTS: Funds for technical support services, maintenance, and monitoring of wireless mesh network devices are included in the 2011-12 Technology Services Budget. This item, in the amount of \$300,000, covers the period of November 1, 2011 through October 31, 2012. The remaining balance will be used throughout the year for other maintenance agreements.</p>				
<p>STRATEGIC PLAN GOAL: Maintenance and service contracts relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Technology Services recommends Council approve this Resolution, in the amount of \$300,000, for a maintenance agreement with sole source vendor, Motorola Solutions, Inc. This maintenance agreement will allow for technical support services, maintenance and monitoring of Wireless Mesh Network Devices for the period of November 1, 2011 through October 31, 2012. As part of this maintenance agreement, Motorola will monitor the network on a 24/7 basis and will maintain the integrity and continuity for this critical infrastructure.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Staff Memo and Contract				

Interoffice Memo

Date: 12/7/2011
To: David Stephens, Director Technology Services
Cc:
From: Chester M. Helt, Infrastructure Manager
RE: Motorola Maintenance – 11/01/2011 – 10/31/2012

We are recommending that the attached maintenance contract for our annual mesh maintenance be approved. This contract will cover the maintenance for the software required to operate the mesh devices from the month of November 2011 through October 31, 2012. Once this contract is approved we will have depot repair, technical support, and software maintenance for the mission critical mesh wireless infrastructure. This network will be used by many of our departments (including public safety) to provide critical services for our citizens. As a part of the contract Motorola will monitor the network on 24/7 basis and will maintain the integrity and continuity for this critical infrastructure.

Motorola Solutions, Inc., is the manufacturer of the hardware and software used in our wireless mesh network. Attached is a name brand justification memo dated 2/16/2010 to Mike Ryan regarding using Motorola and Scientel Wireless LLC as sole suppliers of support for this wireless mesh network.

This maintenance is necessary to maintain the support for the wireless network that supports Public Safety and many other city departments. Without the support contract the network would be at risk for failure due to software or hardware issues. The time to repair the failed device may cause extensive outages on this critical infrastructure.

We recommend purchasing this maintenance for a total price of \$ 300,000.00 from sole source vendor, Motorola Solutions, Inc.

Date: February 16, 2010
To: Mike Ryan, Purchasing
From: David Stephens, Director Technology Services
Subject: Name Brand Justification

As we undergo the final phase of our wireless mesh network deployment, we have existing contracts in place with Motorola for installation of this equipment. Motorola has have been using Scientel Wireless, LLC as the designated sub-contractor for the design and installation of this network. As sections of the network have been accepted we have relied upon Motorola and Scientel to provide the support for the network in production, as well as being responsible for the support of the new phases under construction.

It would be in the interest of the City of Plano to continue using Motorola and Scientel Wireless, LLC for maintenance of this network due to the complexity of the network; the ability to have a single responsible party for any issues, such as firmware upgrades; and their in-depth knowledge of our existing infrastructure. Bringing in a new vendor for maintenance for portions of this network at this time would increase the likelihood of a failure of the network with an ensuing disagreement over responsibility for restoring service to a critical infrastructure used on continuous basis by Public Safety and other city services.

This project has been segmented into three phases. The City has accepted phases 1 & 2 but Motorola, and Scientel, are still working on phase 3. As we move into maintenance mode on phases 1 & 2, the current contracts have been with Motorola as prime contractor with Scientel as the sub-contractor. It is the desire of Technology Services to be able to utilize Motorola and/or Scientel for support on the production phases of this project. Both Motorola and Scientel are on HGAC and DIR contracts for services that are within our scope of required services.

At this time Technology Services is requesting to maintain the relationship with Motorola and Scientel as sole support providers for the wireless mesh network until its completion. To accomplish this I am requesting that Motorola and Scientel Wireless, LLC be accepted as name brand justification vendors for support purposes for the duration of the wireless mesh network project.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an annual maintenance contract by and between the City of Plano and Motorola Solutions, Inc., the sole source provider for depot repairs, and technical support for the City of Plano's MESH data devices; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Technology Services Department of the City of Plano utilizes the wireless mesh network designed and manufactured by Motorola Solutions, Inc.; and

WHEREAS, Motorola Solutions, Inc. is the sole source provider for depot repairs, and technical support for the City of Plano's MESH data devices utilized by Public Safety and other city departments; and

WHEREAS, the City Council has been presented a proposed Annual Maintenance Contract between the City of Plano and Motorola Solutions, Inc. for MESH Network Devices, 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 Agreement should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The City Council hereby finds and determines that Motorola Solutions, Inc. is the sole source provider for depot repairs, and technical support for the City of Plano's MESH data devices and, thus, the purchase of such MESH Network Devices is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

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

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

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

DULY PASSED AND APPROVED this 20th day of December, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND MOTOROLA SOLUTIONS, INC.
FOR ANNUAL MAINTENANCE OF MESH NETWORK DEVICES**

THIS CONTRACT is made and entered into by and between **MOTOROLA SOLUTIONS, INC.**, a Delaware corporation, whose address is 1303 Algonquin Road, Schaumburg, Illinois 60196, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide depot repair, technical support, and software maintenance for the City's mesh wireless infrastructure. These products and services shall be provided in accordance with the Contractor's Scope of Services, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

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

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

**II.
TERM OF CONTRACT**

The term of this Contract shall be a period of one (1) year commencing November 1, 2011 and ending on October 31, 2012.

**III.
WARRANTY**

Contractor warrants for the one (1) year term of the Contract that all technical support services performed under this Contract will be performed in a skillful and workmanlike manner and free from defects. Contractor warrants that each depot service repair performed under this Contract will be free of defects in materials and workmanship for a period of ninety (90) days

from the date the repair is completed. In the event of a breach of this warranty, City's sole remedy is to require Contractor to re-perform the non-conforming service or to refund, on a pro-rata basis, the fees paid for the non-conforming service. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IV. PAYMENT

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total annual compensation under this contract shall not exceed the sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**.

Contractor recognizes that this Contract shall commence November 1, 2011 and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. The City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of the contract and will pay to Contractor all approved charges incurred through the end of the contract.

V. RISK OF LOSS

Contractor shall assume risk of loss to City owned property while such property is in the possession of Contractor. City shall assume risk of loss to City owned property that is in transit from City representative to Contractor's repair facility and in transit from Contractor's repair facility to City's representative.

VI. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor.

VII. INDEMNIFICATION AND HOLD HARMLESS

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR

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

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, PROVIDED THAT THE CITY GIVES CONTRACTOR WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT IN A TIMEFRAME THAT DOES NOT JEOPARDIZE CONTRACTOR'S ABILITY TO DEFEND. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT CITY'S EXPENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IF CONTRACTOR IS PROVIDING THE REQUIRED DEFENSE AND THE CITY ELECTS TO PROVIDE, OR CONTINUE TO PROVIDE, A PORTION OR ALL OF ITS DEFENSE IN ADDITION TO CONTRACTOR PROVIDING THE REQUIRED DEFENSE, THE CITY WILL BE RESPONSIBLE FOR THE CITY'S OWN COSTS OF DEFENSE DURING SUCH TIME AS CONTRACTOR IS PROVIDING THE REQUIRED DEFENSE. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY UNTIL SUCH TIME AS THE CONTRACTOR ASSUMES DEFENSE OF THE CLAIM.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT.

**VIII.
INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT**

CONTRACTOR WILL DEFEND AT ITS EXPENSE ANY SUIT BROUGHT AGAINST CITY TO THE EXTENT IT IS BASED ON A THIRD PARTY CLAIM ALLEGING THAT THE EQUIPMENT MANUFACTURED BY CONTRACTOR OR THE CONTRACTOR SOFTWARE INFRINGES UPON THE THIRD PARTY'S UNITED STATES PATENT OR COPYRIGHT (AN "INFRINGEMENT CLAIM"), AND CONTRACTOR WILL INDEMNIFY CITY FOR THOSE COSTS AND DAMAGES FINALLY AWARDED AGAINST CITY FOR AN INFRINGEMENT CLAIM. CONTRACTOR'S DUTIES TO DEFEND AND INDEMNIFY ARE CONDITIONED UPON: CITY NOTIFYING CONTRACTOR IN WRITING OF THE INFRINGEMENT CLAIM IN A TIMEFRAME THAT DOES NOT JEOPARDIZE CONTRACTOR'S ABILITY TO DEFEND; CONTRACTOR HAVING SOLE CONTROL OF THE DEFENSE OF THE SUIT AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE; AND CITY PROVIDING TO CONTRACTOR COOPERATION AND, IF REQUESTED BY CONTRACTOR, DOCUMENTS AND INFORMATION IN THE DEFENSE OF THE INFRINGEMENT CLAIM.

IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT OR CONTRACTOR SOFTWARE, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR GRANT CITY A CREDIT FOR THE EQUIPMENT OR CONTRACTOR SOFTWARE AS DEPRECIATED AND ACCEPT ITS RETURN. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH EQUIPMENT AND CONTRACTOR SOFTWARE.

CONTRACTOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT IS BASED UPON THE COMBINATION OF THE EQUIPMENT OR CONTRACTOR SOFTWARE WITH ANY SOFTWARE, APPARATUS OR DEVICE NOT FURNISHED BY CONTRACTOR; THE USE OF ANCILLARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY CONTRACTOR AND THAT IS ATTACHED TO OR USED IN CONNECTION WITH THE EQUIPMENT OR CONTRACTOR SOFTWARE; ANY EQUIPMENT THAT IS NOT CONTRACTOR'S DESIGN OR FORMULA; A MODIFICATION OF THE CONTRACTOR SOFTWARE BY A PARTY OTHER THAN CONTRACTOR; OR THE FAILURE BY CITY TO INSTALL AN ENHANCEMENT RELEASE TO THE CONTRACTOR SOFTWARE THAT IS INTENDED TO CORRECT THE CLAIMED INFRINGEMENT. THE FOREGOING STATES THE ENTIRE LIABILITY OF CONTRACTOR WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS BY THE EQUIPMENT, CONTRACTOR SOFTWARE, OR ANY OF THEIR PARTS.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT.

IX.
COMPLIANCE WITH APPLICABLE LAWS

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

X.
VENUE

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

XI.
ASSIGNMENT AND SUBLETTING

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

XII.
INDEPENDENT CONTRACTOR

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

XIII.
INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "B"** attached hereto and incorporated herein by reference. Contractor shall provide an executed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

XIV.

HINDRANCES AND DELAYS

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

XV. AFFIDAVIT OF NO PROHIBITED INTEREST

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

XVI. SEVERABILITY

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

XVII. TERMINATION FOR CAUSE

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

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

XVIII. TERMINATION FOR CONVENIENCE

City may, at its option, without cause and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving thirty (30) days prior written notice thereof to Contractor with the understanding that the services being terminated shall cease upon the expiration of the 30-day period.

The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If City exercises this right to terminate for convenience, it will be liable to pay Contractor for terminated services up to the effective date of their termination.

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

**XIX.
ENTIRE AGREEMENT**

This Contract and its attachments supersede all prior and concurrent contracts, purchase orders and understandings between the parties, whether written or oral, related to the services, embodies the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XX.
CONTRACT INTERPRETATION**

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

**XXI.
SUCCESSORS AND ASSIGNS**

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

**XXII.
MAILING OF NOTICES**

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

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

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

Motorola Solutions, Inc.
Park West C-2
1507 LBJ Freeway

Farmers Branch, Texas 75234
Attn: John Martin, Service Manager

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

**XXIII.
AUTHORITY TO SIGN**

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

**XXIV.
HEADINGS**

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

**XXV.
LIMITATION OF LIABILITY**

Except for personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of service provided under this Contract. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT.** This limitation of liability will survive the expiration or termination of this Contract and applies notwithstanding any contrary provision.

**XXVI.
WAIVER**

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

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

MOTOROLA SOLUTIONS, INC.

Date: _____

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY



City of Plano – MOTOMESH Statement of Work

Infrastructure Repair of MESH Data Devices

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

2.0 Motorola has the following responsibilities:

- 2.1. Provide repair return authorizations when requested by Plano or Scientel.
- 2.2. Receive malfunctioning Infrastructure from Customer and documents its arrival, repair and return.
- 2.3. Perform the following service on Motorola Infrastructure:
 - 2.3.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.3.2. Replace the malfunctioning FRU or Components.
 - 2.3.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.3.4 Perform a Box Unit Test on all serviced Infrastructure.
 - 2.3.5 Perform a System Test on select Infrastructure.
- 2.4. Provide the following service on select third party Infrastructure:
 - 2.4.1 Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.4.2 Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.4.3 Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.4.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration.
- 2.5. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.3. If customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release (s), if needed, is subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.6. Properly package repaired Infrastructure.
- 2.7. Ship repaired Infrastructure to the Plano specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays.

3.0 Plano/Scientel has the following responsibilities:

- 3.1. Contact or instruct Scientel to contact the Motorola System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.



- 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
- 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
- 3.2 Properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer/Scientel is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside packaging.
- 3.3 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
- 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.
- 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair:
 - 1. All Infrastructure over seven (7) years from product cancellation date.
 - 2. Physically damaged Infrastructure.
 - 3. Third party Equipment not shipped by Motorola.
 - 4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
 - 5. Test equipment.
 - 6. Racks, furniture and cabinets.
 - 7. Firmware and/or Software upgrades.

Technical Support for MESH System

- 1.0 Technical Support provides the City of Plano answers to their technical issues on the MESH system. Motorola will provide Technical Support 24x7, 365 days per year.
- 2.0 This Motorola operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues by telephone. A case is created on each issue and is followed to resolution, with escalation if necessary. Because of the Center's proximity to the factory engineers, the highest level of technical support is available. The City of Plano is required to provide remote connection to its Orion Network Monitoring System via Netmotion Remote Client VPN connection and to the rest of the Motorola Mesh network to facilitate effective support and troubleshooting capabilities.



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001012950
 Contract Modifier: RN02-AUG-11 08:26:46

Date: 10/24/2011

Company Name: Plano, City Of Attn: Billing Address: P O Box 860279 City, State, Zip: Plano, TX, 75086 Customer Contact: Chester Helt Phone: (972)941-7626
--

Required P.O.: Yes
 Customer # : 1011267912
 Bill to Tag # : 0006
 Contract Start Date: 11/01/2011
 Contract End Date: 10/31/2012
 Anniversary Day: Oct 31st
 Payment Cycle: MONTHLY
 PO # : TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
176	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL		
1269	SVC096AE	MESH IAP		
	SVC097AE	MESH MWR		
1	SVC101AE	MESH MISC		
1	SVC455AF	ENH: SITE		
	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE		
1	SVC077AE	MESH MISC		
1	SVC455AF	ENH: SITE		
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$25,000.00
			Subtotal - One-Time Event Services	\$.00
			Total	\$25,000.00
Plano MESH Service from Nov 1, 2011 through Oct 31, 2012.			Taxes	-
			Grand Total	\$25,000.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.				
Subcontractor(s)			City	State
MOTOROLA SYSTEM SUPPORT CENTER			ELGIN	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068			SCHAUMBU RG	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

EXHIBIT A
 PAGE 3 OF 4

John Martin Service Manager 10/24/2011
MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE
John Martin 214-681-6515
MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Plano, City Of
Contract Number: S00001012950
Contract Modifier: RN02-AUG-11 08:26:46
Contract Start Date: 11/01/2011
Contract End Date: 10/31/2012

INSURANCE REQUIREMENTS

10 General Provisions

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

2.0 Minimum Insurance Coverage & Limits

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

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

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10.**

2.1.3 Limits of Insurance

2.1.3.1 \$1,000,000 Per Occurrence

2.1.3.2 \$1,000,000 Personal/Advertising Injury

2.1.3.3 \$4,000,000 General Aggregate, including
Products/Completed Operations

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

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

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

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

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

3.0 Evidence of Insurance

3.1 Upon a fully executed contract or prior to commencement of work, and thereafter upon renewal or replacement of

coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of blanket CG 20 10 and WC 00 0313 blanket endorsements and cancellation endorsements to insurance policies as required by each section herein to the City**

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

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

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

35 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section upon a fully executed contract or prior to commencement of contracted service(s). The COI shall:

3.5.1 List each insurers' NAIC Number or FEIN

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

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

3.5.4 Specifically list reference to all blanket endorsements required herein

3.5.5 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section. Notice of 30 day Cancellation endorsement shall also be listed in description section.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12-20-11		
Department:		City Secretary		
Department Head		Di Zucco		
Agenda Coordinator (include phone #): Di Zucco x7551				
CAPTION				
An Ordinance of the City of Plano, Texas amending Section 3-4 (Permit required; fees) and Section 3-8 (Late hours permit; fees) of Chapter Three (Alcoholic Beverages) of the City of Plano Code of Ordinances, to revise the term of permits granted to establishments selling alcoholic beverages in the City of Plano providing a penalty clause, repealer clause, savings clause, severability clause, and an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE X REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
		0	0	0
	Encumbered/Expended Amount	0	0	0
	This Item	0	0	0
	BALANCE	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: This item provides two-year alcohol permitting in place of the current one-year permitting. Changes in revenue resulting from this change are undetermined at this time. STRATEGIC PLAN GOAL: Providing two-year alcohol permitting relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Revising alcohol permits issued by the City Secretary's office to two-year terms and syncing with the licensing date of the Texas Alcoholic Beverage Commission will result in reduced billings and provide consistency between the permitting agencies.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo and Ordinance				



DATE: December 8, 2011

TO: City Manager Glasscock

FROM: City Secretary, Di Zucco

RE: Alcohol Permitting

The City Secretary's staff has been reviewing the current method of billing and licensing for alcoholic permits and finds that amendments to mirror the practices of the Texas Alcoholic Beverage Commission (TABC) would streamline processing and clarify billing for licensees. Areas to be considered include:

The City is currently not in-sync with TABC issuance dates

We receive and process applications several months prior to final approval by TABC and renew based upon our date of inspection/distance measurement rather than TABC's. The City's process is related to that of TABC per Section 11-38 of the Alcoholic Beverage Code which states that, the governing body of a city may levy and collect a fee not to exceed one-half of the state fee for each permit issued and further that the commission may cancel a permit if this fee is not paid; therefore, mirroring the TABC date would provide consistent records across the two agencies.

The City is permitted to charge no more than one-half of the TABC fee

In 2009, TABC moved to a two-year billing cycle which, if adopted, would benefit the City's process by reducing billings and paperwork and reflect the defined relationship between the fees of the city and the state.

Implementation

- Currently licensed locations will need to be "synced" with the TABC cycle. All permits issued prior to 2009 have been moved by the state to two-year renewals with odd-year cycles. In 2012 these locations will be invoiced based on their City issued date and advised that fees paid will carry them through to their TABC renewal date in 2013 at which time they will move to a two-year cycle.
- Licenses issued by TABC after 2009 will be advised upon renewal of the change in fees and dates.
- New locations will receive two-year licenses.

An Ordinance of the City of Plano, Texas amending Section 3-4 (Permit required; fees) and Section 3-8 (Late hours permit; fees) of Chapter 3 (Alcoholic Beverages) of the City of Plano Code of Ordinances, to revise the term of permits granted to establishments selling alcoholic beverages in the City of Plano providing a penalty clause, repealer clause, savings clause, severability clause, and an effective date.

WHEREAS, on May 17, 2005, the City Council of the City of Plano, duly passed Ordinance No. 2005-5-15 which adopted a one-year term for City of Plano permits granted to establishments selling alcoholic beverages; and

WHEREAS, on July 25, 2005, the City Council of the City of Plano, duly passed Ordinance No. 2005-7-8 which adopted a one-year term for City of Plano permits granted to establishments selling alcoholic beverages under a late hours license; and

WHEREAS, in 2009 the Texas Alcoholic Beverage Commission ("TABC") amended their licensing procedures to permit locations for a period of two years; and

WHEREAS, the City Council finds that amendment of the term of permits granted to establishments selling alcoholic beverages in the City of Plano to reflect those issued by the TABC would streamline the permitting process; and

WHEREAS, locations currently holding a City of Plano permit will be transitioned to the TABC schedule for fees and renewal dates upon renewal and new locations shall be licensed in accordance with the current TABC schedules;

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

Section I. Section 3-4 (Permit required; fees) of Chapter 3 (Alcoholic Beverages) of the City of Plano Code of Ordinances is hereby amended to read in its entirety as follows:

Section 3-4. - Permit required; fees

No person shall sell alcoholic beverages within the city without first paying the appropriate fee to the city secretary and obtaining a city permit to sell alcoholic beverages at a specific location. The fee shall be equal to one-half ($\frac{1}{2}$) of the fee charged by the state for the particular license issued by the Texas Alcoholic Beverage Commission, except when said fee is waived according to the provisions of the Texas Alcoholic Beverage Code. Following payment of the fee and approval of the permit application, as set forth herein, the city secretary shall issue a permit for that location for a period of two (2) years.

Section II. Section 3-8 (Late hours permit; fees) of Chapter 3 (Alcoholic Beverages) of the City of Plano Code of Ordinances is hereby amended to read in its entirety as follows:

Section 3-8. - Late hours permit; fees

No person shall sell mixed beverages between 1:00 a.m. and 2:00 a.m. on Sunday and on any other day between 12:00 a.m. and 2:00 a.m. within the corporate city limits of the City of Plano, Texas without first paying the appropriate fee to the city secretary and obtaining a city mixed beverage late hours permit. The fee shall be equal to one-half (½) of the fee charged by the state for a mixed beverage late hours permit, except when said fee is waived according to the provisions of the Texas Alcoholic Beverage Code. Following payment of the fee and approval of the late hours permit application, the city secretary shall issue a mixed beverage late hours permit for that location for a period of two (2) years.

Section III. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(b) of the Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section V. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

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

DULY PASSED AND APPROVED this the 20th day of December, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/20/2011			
Department:		Planning			
Department Head		Phyllis Jarrell			
Agenda Coordinator (include phone #): Karen Suiter x7566					
CAPTION					
Public Hearing and Comment: Review of the Consolidated Annual Performance Report for the use of Federal Funds 2010-2011. This report details how the City used U.S. Department of Housing and Urban Development funds during the 2010-2011 grant year. The public will be given an opportunity to speak on the report during the public hearing portion.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-2011	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GRANT FUND					
COMMENTS: This item has no fiscal impact.					
STRATEGIC PLAN GOAL: Review of the Consolidated Annual Performance Report relates to the City's goal of Financially Strong City with Service Excellence and Partnering for Community Benefit.					
SUMMARY OF ITEM					
As a requirement of receiving funds through the U.S. Department of Housing and Urban Development annually, the City must report on the grant-funded programs and related expenditures within 90-days of the end of the grant year. The report, called a Consolidated Annual Performance and Evaluation Report, or CAPER, is designed to make public the use of these funds during the previous grant year. As part of our Citizen Participation Plan, the public is given an opportunity to both review the plan and make comment on the plan at two public hearings. The first public hearing is with the Community Relations Commission, and the second at a City Council meeting. The City publishes a notice in the local newspaper and places the information on the website as notice of these meetings. After the hearings take place, public comments are noted in the document, and it is submitted to HUD for review and acceptance.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Report			Community Relations Commission		

M E M O R A N D U M

DATE: December 7, 2011
TO: Frank Turner, Deputy City Manager
FROM: Christina Day, Community Services Manager
RE: 2010-11 Consolidated Annual Performance Evaluation Report

Please find attached the Consolidated Annual Performance Evaluation Report (CAPER) which reports on the use of U.S. Department of Housing and Urban Development (HUD) funds in Plano. The report is prepared as an annual requirement for the continued use of these federal funds. Its purpose is to inform the public on the utilization of these federal funds during the most recent 12-month grant cycle, October 1, 2010 through September 30, 2011.

To summarize the report, Plano expended \$2,664,590 in federal funds from HUD during the 2010 grant year. One hundred percent of federal funds expended were used to provide housing and/or public services impacting a combination of 581 low-income individuals and 215 low-income households residing in Plano.

In addition, the City of Plano provided \$263,800 in Buffington Community Services funds supporting emergency services for Plano residents, such as food, shelter, clothing and preventative healthcare assistance. City funds assisted 4,332 individuals and 39 households in need. These accomplishments directly support the strategies, objectives and outcomes established in the current 2010-2014 Consolidated Plan of Housing and Community Development Needs.

Two new affordable houses were completed and 39 single-family households obtained assistance with housing rehabilitation. Eleven homebuyer families received down payment and closing cost assistance. A total of 152 Plano residents attained assistance with housing needs, including both homeowner and rental assistance.

In addition to housing needs, the following needs were met through grants with various non-profit organizations or city programs. (Please note that some of the residents who were assisted appear in more than one of the following categories.)

Homeless/At-Risk of Homelessness	259
Elderly	339
Persons with HIV/AIDS	34
Youth	220
Education/Literacy	220
Health Services	34
Rent and Utility Assistance	149

The impact of these funds is felt throughout Plano, helping to stabilize those individuals in need of assistance.

The Community Relations Commission held a public hearing and commented on the report at a meeting on November 17, 2011. There were no public comments, but Commissioner comments and suggestions resulted in minor modifications to the contents. Please contact me if you have questions regarding any of the information contained in the report.



2010 City of Plano Consolidated Annual Performance Evaluation Report



Introduction & Executive Summary	
1. Introduction	1
2. Executive Summary	2
2.1 Federal Funds	2
2.2 City Funds	4
3. Project Narratives by Consolidated Plan Priority	6
3.1 Decent Housing Strategy	6
3.1.1 Objective DH-1.1	6
3.1.2 Objective DH-1.2	8
3.1.3 Objective DH-1.3	10
3.2 Suitable Living Environment Strategy	10
3.2.1 Objective SL-2.1	11
3.2.2 Objective SL-2.2a	11
3.2.3 Objective SL-2.2b	13
3.3 Economic Opportunity Strategy	14
3.3.1 Objective EO-2	14
3.4 Other Strategy	15
4. Assessment of Strategic Plan Goals & Objectives	16
5. Affirmatively Furthering Fair Housing	20
5.1 Affirmative Marketing Actions & Outreach to MWBEs	21
5.2 Affordable Housing	21
6. Continuum of Care	23

Contents

7. Other Actions & Leveraging Funds	25
7.1 Other Actions	25
7.2 Leveraging Resources	27
8. Self Evaluation	28
9. CDBG, HOME & HPRP Narrative	31
9.1 CDBG Narrative	31
9.2 HOME Narrative	31
9.3 HPRP Narrative	32
10. Citizen Comments	33
Appendices	
11. HUD Table 3A: 2010 Summary of Specific Annual Objectives	34
12. HUD Table 3B: 2010 Annual Housing Completion Goals	38
13. 2010 HOME Developer Project Summary	40
14. 2010-2014 Consolidated Plan Strategies	41

1 Introduction

In accordance with the U.S. Department of Housing and Urban Development's (HUD) 24 CFR Part 91, the City of Plano is required to submit the Consolidated Annual Performance Evaluation Report (CAPER) to HUD regarding program performance. This report is a summary of accomplishments and expenditures for activities implementing the City of Plano 2010-2014 Consolidated Plan. The 2010 City of Plano CAPER covers programs occurring from October 1, 2010 through September 30, 2011, the first program year of the five year 2010-2014 Consolidated Plan. By law, the City of Plano CAPER must be available for public comments 15 days prior to report submission. Additionally, this report must be submitted to HUD within 90 days of the close of the program year.

The Executive Summary provides basic information requested by HUD on the program year, while highlighting the use of City general funds to provide services to the community. The report is structured according to the following strategies listed in the Consolidated Plan:

1. Decent Housing Strategy;
2. Suitable Living Environment Strategy; and
3. Economic Opportunity Strategy.

After describing how activities funded during the 2010-11 program year address Consolidated Plan strategies, objectives, and outcomes, further narratives detail actions the City took to carryout the intent of HUD funded programs. These actions include Affirmatively Furthering Fair Housing, the Continuum of Care needs of Plano's homeless population, and other measures taken to ensure institutional structure and cross agency collaborations are in place.

2 Executive Summary

2 Executive Summary

During the 2010-11 HUD program year, the City of Plano expended \$2,470,674 in Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds, \$193,916 in American Recovery and Reinvestment Act funds, and \$263,800 in general funds to assist Plano residents in improving their quality of life. The combination of federal and general funds enable the city to accomplish goals set forth in the 2010-2014 Consolidated Plan.

2.1 Federal Funds

The City of Plano recognizes the vital role of nonprofit organizations within our community and accomplished many of the achievements mentioned in this report with their help. Table 2.1 shows agencies (and their corresponding HUD activity number) that received CDBG, HOME and/or HPRP funds to help the City of Plano serve residents during the 2010 program year.

2010 Activities	HUD Activity Number
Boys and Girls Club of Collin County	499
Communities in Schools Dallas Region	497,498
Christ United Methodist Church	489,527
City of Plano Housing Rehabilitation Program	416,476,526, 501
City of Plano First Time Homebuyer Program	473,494,507,510,521,522,523, 528,529,530,531,532,533
Maurice Barnett Geriatric Wellness Center	503,504
Habitat for Humanity of South Collin County	426,488,511,512,513,514,515, 516,517,518,519,520,524,525
Health Services of North Texas	495
Interfaith Housing Coalition	434
LaunchAbility	508

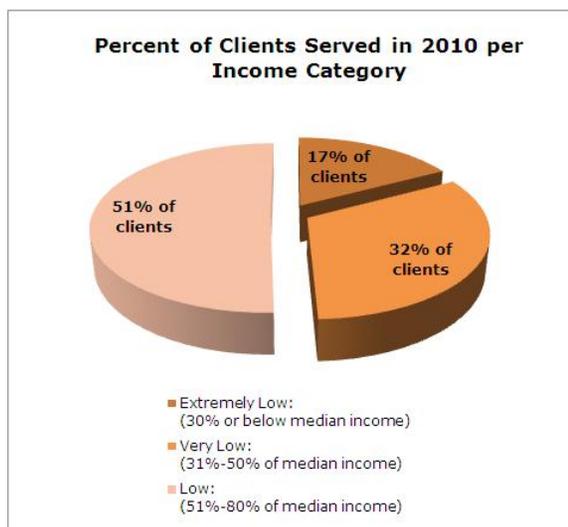
2010 Activities	HUD Activity Number
Legal Aid of Northwest Texas	437
Plano Housing Corporation	432,487,509,537
Samaritan Inn	436(HPRP),496(CDBG)

Table 2.1 2010 Plano CDBG/HOME/HPRP Agencies

The City of Plano focuses its federal dollars on individuals and families with the greatest need. All of the funds received from HUD were spent on individuals and households at or below 80% of the area median income, classified as low income by HUD. During the past program year, 581 individuals and 215 households living in the city of Plano were assisted with HUD funds. These individuals and/or households enjoyed access to new and/or improved services which helped them maintain, and in many cases improve, their current social and economic situations.

The City of Plano uses HUD income limit categories to group individuals receiving assistance. Income limits for City of Plano programs are based on the area median income as stated in the Dallas, TX HUD Metro Fair Market Rent (FMR) Area. These income limits are used for Collin, Dallas, Delta, Denton, Ellis, Hunt, Kaufman, and Rockwall counties.

The City of Plano requires 100% of individuals/households assisted with HUD funds to be low income. Picture 2.1 represents the income categories, with the corresponding Dallas area median income percentage, of individuals and households assisted with federal funds in the 2010-11 program year.



Picture 2.1 Median Income Percentages

2 Executive Summary

2.2 City Funds

Buffington Community Services Grant Funds

The City of Plano uses its five year Consolidated Plan as a guide to address community needs through the use of HUD and City funds. During the 2010 program year, the City of Plano set aside \$1 per capita of general fund monies to be distributed as Buffington Community Services Grant (BCSG) funds. These funds supplement the lack of federal funds available to help obtain Consolidated Plan goals. The program year for BCSG funds coincides with the HUD program year. In 2010, \$263,800 of general fund monies were set aside for BCSG grants. The following agencies received BCSG funds:

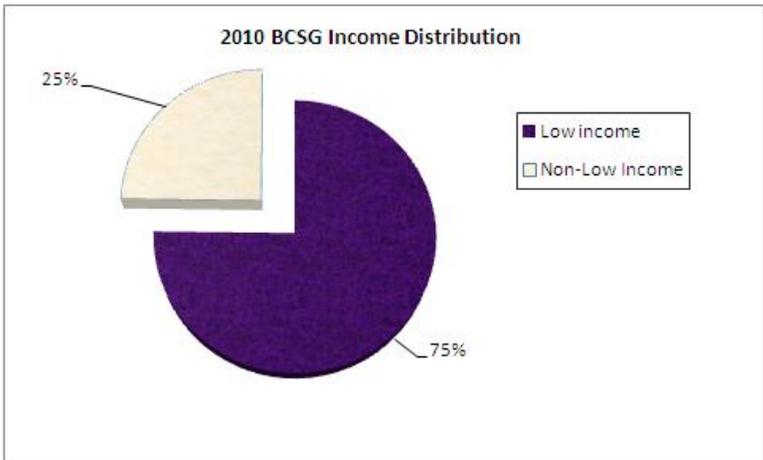
Table 2.2

Agency Names	
Assistance Center of Collin County	Hope's Door
Assistance League of Greater Collin County	Journey of Hope
CASA of Collin County	LifePath Systems
Collin County Adult Clinic	Plano Children's Medical Clinic
Collin County Committee on Aging	Rape Crisis Center
Family Outreach	Samaritan Inn

Table 2.3 2010 Plano BCSG Agencies

The majority of BCSG funds are used to provide emergency services to Plano residents such as food, shelter, clothing, and preventative healthcare assistance. Though the City does not have a low income level requirement for BCSG funds, the majority of BCSG agencies report that they only assist those who are low-income.

During program year 2010, 4,332 individuals and 39 households living in Plano were assisted with BCSG funds. As shown in the picture below, 75% of those helped were considered low income by the reporting agency.



Picture 2.2

In summary, the City of Plano has assisted 4,913 individuals and 254 households living within the city limits through a combination of HUD and general funds. The funds spent on these activities have helped improved their quality of life.

3 Project Narratives by Consolidated Plan Priority

3 Project Narratives by Consolidated Plan Priority

The 2010-2014 Consolidated Plan sets forth five-year Community Development strategies, with various objectives. A list of these strategies can be found in the Appendices of this document. The specific strategies and objectives tackled during program year 2010 are stated below and followed by the activities undertaken to address them.

HUD Tables 3A and 3B, located in the Appendices of this document, show a numerical summary of the narratives below.

3.1 Decent Housing Strategy

Six 2010-11 program activities fall under the Decent Housing Strategy of the Consolidated Plan. The strategy and objectives undertaken are as follows:

- *Objective DH-1.1:* Preserve and enhance existing housing stock through home rehabilitation;
- *Objective DH-1.2:* Create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation of land and properties for income qualifying households; and
- *Objective DH-1.3:* Increase and support affordable rental housing opportunities in Plano.

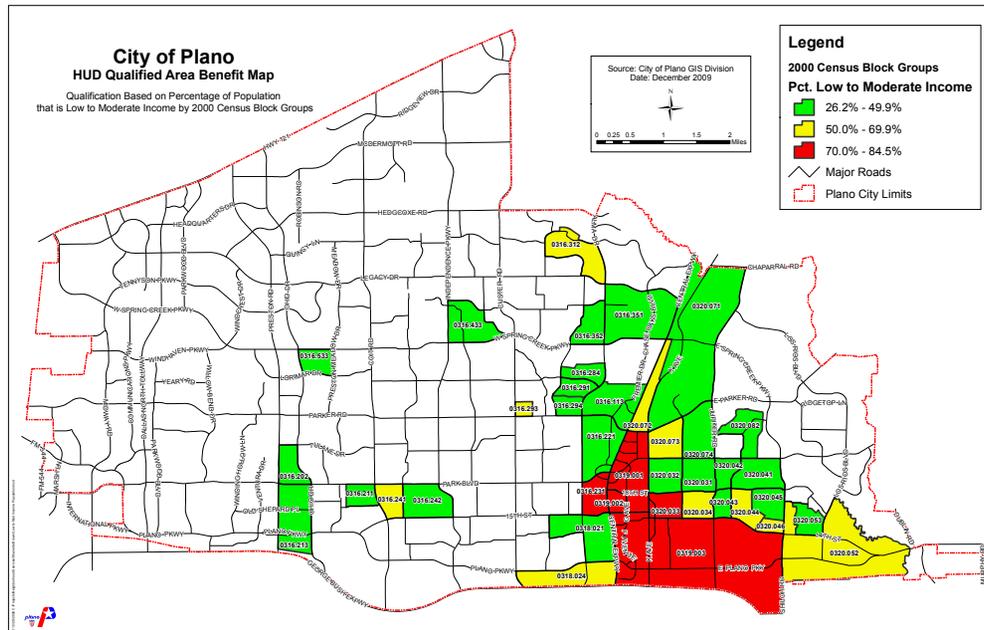
3.1.1 Objective DH-1.1

Objective DH-1.1: Preserve and enhance existing housing stock through home rehabilitation.

3.1.1.1 City of Plano Housing Rehabilitation

The City worked to improve and preserve its affordable housing stock through the City of Plano Housing Rehabilitation Program. Neighborhoods throughout the city have benefited from rehabilitation projects conducted during the 2010-11 program year. Approximately \$1,338,972 in CDBG and HOME funds provided 17 emergency home repairs, 21 home rehabilitations, and one home reconstruct. The City also spent funds to begin one additional home reconstruct project that will be completed in the 2011-12 program year. Of the homes assisted and completed during 2010-11 program year, 16 fell within the extremely low income category and the remaining 23 fell within the very low and low income categories. Moreover, the Home Energy Rating System (HERS) rating is obtained prior to and after a home

Project Narratives by Consolidated Plan Priority



Picture 3.2

3.1.2 Objective DH-1.2

Objective DH-1.2: Create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation of land and properties for income qualifying households.

3.1.2.1 Plano Housing Corporation

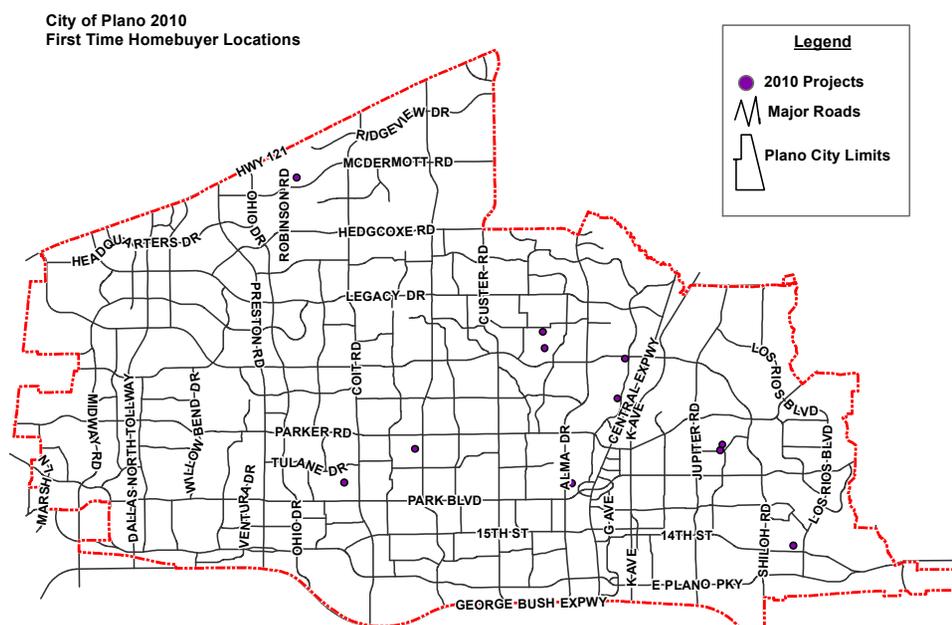
The Plano Housing Corporation helped create affordable housing stock within the city of Plano by purchasing, rehabilitating, and selling one home to a low income homeowner. The agency also purchased an additional home during the 2010-11 program year that is currently undergoing rehabilitation for future sale to a low income homeowner. A total \$35,120 in CDBG funds and \$108,189 in HOME funds were spent for these activities and associated operational expenses.

3.1.2.2 First Time Homebuyer Program

The City of Plano's First Time Homebuyer Program helps increase the homeownership rate of low income populations. The City of Plano, like HUD, recognizes the importance of helping an individual become a homeowner. Owning a home can allow an individual to claim their

independence and provide stability. The City provided First Time Homebuyer classes to those interested in purchasing a house. Over 175 individuals attended classes held at the Plano Municipal Center during program year 2010.

The program also saw the number of households seeking assistance to purchase a home decrease from the 2009 year. This decrease can be attributed largely to the end of federal tax credits for home purchases and a somewhat unstable economy. The City spent \$52,891 in CDBG and \$89,166 in HOME funds to assist 11 low income households. The 2010 City of Plano First Time Homebuyer Project Location map (Picture 3.3) shows where the homes were purchased.



Picture 3.3

3.1.2.3 Habitat for Humanity

Habitat for Humanity of South Collin County helped the City of Plano meet the priority of reducing the cost burden for extremely low and very low income households. Households living in Habitat for Humanity homes are in the very low income category. Habitat for Humanity spent \$84,864 in CDBG and \$226,036 in HOME funds to create affordable housing within Plano. During the 2010-11 year, the agency completed the construction of one house on a lot purchased in program year 2009-10, and then sold the house to a low income household. Additionally, 12 lots were acquired for the construction of new homes. All 12 lots are under construction.

Project Narratives by Consolidated Plan Priority

3.1.2.4 Christ United Methodist Church

Christ United Methodist Church's "House on the Corner" program addresses the city's priority need of increasing homeownership of low income populations. The church spent \$28,049 in HOME funds during the 2010-11 program year. These funds assisted them in building one house and selling it to a low income household. Additionally, the agency was able to begin building a second house for completion and sale to a low income household during program year 2011-12.

3.1.3 Objective DH-1.3

Objective DH-1.3: Increase and support affordable rental housing opportunities in Plano.

3.1.3.1 Plano Housing Authority

The City of Plano continued to work with the Plano Housing Authority (PHA) during the 2010-11 program year. According to HUD, the City of Plano is the responsible entity for PHA. Generally, "responsible entity" refers to State, local, and tribal governments, within which HUD assisted projects are located, that exercise land use responsibility. As the responsible entity, the City completed an environmental review for activities that PHA will undertake using its HUD Capital Fund allocation. City staff completed one environmental review for PHA.

3.2 Suitable Living Environment Strategy

Seven 2010-11 program activities fell under the Suitable Living Environment Strategy category of the Consolidated Plan. The strategy and objectives undertaken are as follows:

- *Objective SL-2.1:* Continue to assist with housing accessibility modifications for elderly and disabled residents with the City of Plano;
- *Objective SL-2.2a:* Provide support for organizations that engage in public services for Plano residents, especially special needs population, including but not limited to low income elderly, persons with disabilities, persons with HIV/AIDS and at-risk youth; and
- *Objective SL-2.2b:* Assist homeless supportive services across the entire spectrum of need from homelessness to self-sufficiency, with an emphasis on homelessness prevention.

3.2.1 Objective SL-2.1

Objective SL-2.1: Continue to assist with housing accessibility modifications for elderly and disabled residents with the City of Plano.

3.2.1.1 City of Plano Housing Rehabilitation Program

As stated in Section 3.1, Decent Housing Strategy, of this document, the City of Plano Housing Rehabilitation Program provided 21 home rehabilitations during the 2010-11 program year. Of the 21 home rehabilitation projects, five included housing accessibility modifications. Specifically, grab bars were installed in bathrooms and a door was retrofitted to allow for wheelchair access.

3.2.2 Objective SL-2.2a

Objective SL-2.2a: Provide support for organizations that engage in public services for Plano residents, especially special needs population, including but not limited to low income elderly, persons with disabilities, persons with HIV/AIDS and at-risk youth.

3.2.2.1 Boys and Girls Clubs of Collin County

The Boys and Girls Club of Collin County assisted 100 low income youth through their SMART Moves program. Funds provided training for SMART Moves staff, maintenance fees, and office supplies. Also, expenses associated with holding a SMART Moves special event for program participants were paid. The agency spent \$17,000 in CDBG funds to carry out program activities.

3.2.2.2 Communities in Schools

Communities in Schools spent \$30,000 in CDBG funds to run a program for at-risk youth. The funds paid for staff salaries and benefits of one caseworker at Armstrong Middle School and one caseworker at Williams High School. Caseworkers provided mentoring and tutoring to 60 students at Armstrong Middle School and 60 students at Williams High School.

3.2.2.3 Health Services of North Texas

Health Services of North Texas helped increase the availability of supportive services for special needs populations. The organization used \$52,000 in CDBG funds to provide medically necessary nutrition, hygiene products, and medical services for persons living with HIV/AIDS. 34 Plano residents were assisted with these funds.

3.2.2.4 Maurice Barnett Geriatric Wellness Center

The Maurice Barnett Geriatric Wellness Center assisted persons 62 years of age and older through two CDBG funded programs during the 2010-2011 year. The agency used \$30,000 to provide preventative healthcare services to 326 individuals visiting the agency's clinic, and \$8,636 helped provide case management services to 13 individuals participating in their Gatekeepers Program.

3.2.2.5 City-Funded Projects

Of the City's general funds, \$200,800 of Buffington Community Service Grant (BCSG) funds were awarded to nine agencies to help address the public service needs of Plano residents, especially those deemed special needs populations by HUD.

Elderly Populations:

The Collin County Committee on Aging provided meals to 290 elderly Plano residents. Many of the residents served may not otherwise have a hot meal to eat.

Victims of Domestic Violence:

Hope's Door assisted 175 battered women and children with counseling and shelter.

Abused Children:

Court Appointed Special Advocates (CASA) of Collin County trained and supported volunteers to advocate for abused and neglected children in the court system. BCSG funds allowed advocates to serve as the voice for 135 Plano children in court rooms during the 2010-11 program year. Family Outreach prevented child abuse through a variety of programs and support services including in-home mentoring, parenting classes, and community education during the 2010-11 program year. A total of 18 households received assistance.

Persons in Need of Mental and/or Physical Medical Treatment:

Persons in need of medical treatment include those seeking substance abuse assistance, as well as general medical services provided through clinics. The Collin County Adult Clinic provided preventative medical assistance to 758 individuals. Often times, their assistance keeps Plano residents out of hospitals and emergency rooms. Plano Children's Medical Clinic provided preventative healthcare to children through the purchase of basic medical supplies. The Rape Crisis Center provided crisis intervention, information and referral, advocacy and accompaniment for victims of sexual assault and their families to Collin County hospital emergency rooms. The agency assisted 217 Plano residents. Journey of Hope provided grief counseling at no cost to children, teens, young adults, and their families. During the 2010-11 program year, 244 Plano residents were assisted with grief counseling services.

School Age Youth:

The Assistance League of Collin County provided 932 Plano school children with clothing packages for the 2010 school year.

3.2.3 Objective SL-2.2b

Objective SL-2.2a: Provide support for organizations that engage in public services for Plano residents, especially special needs population, including but not limited to low income elderly, persons with disabilities, persons with HIV/AIDS and at-risk youth.

3.2.3.1 Samaritan Inn

Since 2006, the Samaritan Inn has administered the City of Plano's Homelessness Prevention Program. The program provided emergency rent, mortgage, and/or utility assistance to 22 Plano households through the use of \$38,185 of CDBG funds. Participating households received financial assistance and case management services.

3.2.3.2 HPRP-Funded Projects

The City of Plano's Homelessness Prevention and Rapid Re-Housing Program (HPRP) ended during grant year 2010-11. \$131,153 in HPRP funds were used to assist 127 households at-risk of becoming homeless. Interfaith Housing Coalition, Legal Aid of Northwest Texas, and the Samaritan Inn provided case management, legal services, rent and utility assistance to help improve the housing status of participating household.

3 Project Narratives by Consolidated Plan Priority

3.2.3.3 City-Funded Projects

Of the City's general funds, \$63,000 of Buffington Community Service Grant (BCSG) funds were awarded to three agencies to help address the needs of those that are homeless or at-risk of being homeless.

Homeless or At-risk of Homelessness:

The Samaritan Inn used BCSG funds to assist 84 individuals with case management and services for shelter residents that became homeless while living in Plano. The Assistance Center of Collin County used BCSG funds to assist 21 Plano households with rent and/or utility assistance. Similarly, LifePath Systems used their funds to assist their mental health, mental retardation, and early childhood intervention clients with rental and/or utility assistance. These emergency funds allowed clients to continue down the path of self sufficiency and disability management without focusing on becoming homeless.

3.3 Economic Opportunity Strategy

One 2010-11 program activity fell under the Economic Opportunity Strategy category of the consolidated plan. The strategy and objectives undertaken are as follows:

- *Objective EO-2:* Support activities that provide job training and assist with job/small business creation.

3.3.1 Objective EO-2

***Objective EO-2:* Support activities that provide job training and assist with job/small business creation.**

3.3.1.1 LaunchAbility

During program year 2010-11, LaunchAbility assisted 13 adults with cognitive disabilities in obtaining and maintaining employment with market pay. \$11,848 in CDBG funds assisted in the delivery of those services.

3.3.1.2 CDBGR

The City of Plano's CDBG Recovery (CDBGR) Day Labor Center project was completed during the 2010-11 program year. Though building construction was finished during the 2009-10 program year, required paper work and final contractor payments were not made

until the 2010-11 year. The remaining \$62,764 of CDBGR funds was paid to the contractor. This project created 62 new job hires in positions ranging from Carpenter to Laborer, and 87% of the new hires met HUD's Section 3 hiring requirements.

3.4 Other Strategy

Strategy O, as listed in the 2010-2014 Consolidated Plan, is to continue program planning and administration that supports all of the aforementioned HUD strategies and objectives. This strategy's sole objective is:

Objective O-1: Use CDBG and HOME funds to coordinate, monitor and implement the Consolidated Plan objectives according to HUD.

The City of Plano used \$313,327 in CDBG and HOME funds administering the 2010-11 program activities.

Assessment of Strategic Plan Goals & Objectives

4 Assessment of Strategic Plan Goals & Objectives

The City of Plano 2010-14 five-year HUD Consolidated Plan details Strategies, Objectives, and Outcomes and can be seen in the Appendices section of this document. Table 4.1 details the progress made towards achieving those outcomes during the 2010 program year; year one of the five-year plan. The last column of the chart reflects outcome achievement, thus far, by percentage.

Decent Housing Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Objective DH-1.1: Preserve and enhance existing housing stock through home rehabilitation								
Rehabilitate/Improve existing home Stock (units)	95	34					34	35%
Offer and Market programs to rehabilitate existing rental stock (meetings)	10	0					0	0%
Objective DH-1.2: Continue to create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation.								
Assist homebuyers through education and homebuyer assistance (households)	60	11					11	18%
Inventory available parcels and evaluate their feasibility for affordable housing development (develop land map)	1	0					0	0%

Table 4.1 Numerical Summary

Assessment of Strategic Plan Goals & Objectives

4

Decent Housing Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Objective DH-1.3: Increase and support affordable rental housing opportunities in Plano.								
Support PHA to maintain affordable housing developments (environmental- reviews)	5	1					1	20%

Table 4.1

Suitable Living Environment Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Objective SL-2.1: Develop and upgrade public facilities and infrastructure to help lower income persons, those with special needs and neighborhoods in need.								
Support/assist with the creation of additional shelter, supportive services, and transitional housing for homeless and under-housed (people)	100	18					18	18%
Continue to assist with housing accessibility modifications for elderly and disabled residents within the City of Plano (households)	5	5					5	100%

Table 4.1

Assessment of Strategic Plan Goals & Objectives

Suitable Living Environment Strategy Objectives & Outcomes	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Objective SL-2.2: Fund public service activities serving primarily lower income persons and those with special needs.								
Provide support to organizations that engage in public services for Plano residents, especially special needs populations (individuals)	4,625	603					603	13%
Assist homeless supportive services across the entire spectrum of need, from homelessness to self-sufficiency, with the continued emphasis on homelessness prevention (households)	100	22					22	22%
Participate and fund annual Collin County Homeless Point In Time count (units)	5	1					1	20%

Table 4.1

Assessment of Strategic Plan Goals & Objectives

4

Suitable Living Environment	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Strategy Objectives & Outcomes								
Objective SL-3: Support the rehabilitation/revitalization of aging neighborhoods through a mixture of infrastructure improvements, home and business rehabilitation, code enforcement, and expanding economic opportunities.								
Track neighborhood well being by focusing resources on areas of greatest opportunity for improvement (neighborhoods)	3	1					1	33%

Table 4.1

Economic Opportunity Strategy	5 Year Goal	2010	2011	2012	2013	2014	Total	%
Objectives & Outcomes								
Objective EO-2: Create and/or expand opportunities for small businesses and/or microenterprises.								
Support activities providing job training and assist with job/small business creation (people)	50	13					13	26%

Table 4.1

5 Affirmatively Furthering Fair Housing

5 Affirmatively Furthering Fair Housing

The City of Plano conducted an Analysis of Impediments to Fair Housing Choice (AI) in July 2010. The analysis reviewed the current City policies, federal and state regulations, and included community survey of fair housing issues in an effort to bring forth impediments to fair housing with the city of Plano. A summary of impediments are listed below along with actions that the City took during the 2010 program year to address the impediments.

Impediment No. 1: Residents have very low awareness of who investigates housing discrimination in Plano and/or who to contact to file a complaint.

Impediment No. 2: Residents have limited information about fair housing laws and their rights. The city, housing authority and other partners could do more fair housing education and outreach.

Impediment No. 3: Plano continues to be a desirable place to live and, as such, has relatively high land and housing costs. That said, the city has policies in place to encourage affordable housing, including a Housing Infill ordinance and a Housing Density policy that allows for a mixture of housing types and densities. However, the city is predominantly intended for low-density neighborhood development.

Fair Housing Action Plan

Based on research performed by BBC Consulting, the firm conducting the AI, it was recommended that the City of Plano consider the following Fair Housing Action Plan (FHAP) and activities for reducing fair housing impediments:

Action Item 1: Make it easier for residents to find information about fair housing and the complaint process.

City 2010-11 Activity Response:

The City of Plano revised its Fair Housing Website. The site, which can be accessed in English and Spanish, defines housing discrimination and provides links to the Texas Workforce Commission, Civil Rights Division (TWCCRD) and HUD's websites to assist those seeking to submit a complaint. Additionally, the City sent out two Fair Housing brochures in the City of Plano water bills to ensure that all residents received the information. City staff also passed out fair housing brochures at various neighborhood events.

Action Item 2: Continue policies to encourage and create mixed types of housing, affordable to households of all income levels.

City 2010-11 Activity Response:

As stated in the Analysis of Impediments, the city has several policies that encourage housing opportunities for low and moderate income households. The city's Housing Infill ordinance allows the city to acquire, donate land and/or allocate other funds toward the development of affordable housing. The city's Housing Density Policy Statement that is part of its Comprehensive Plan outlines guiding principles for the development of larger scale, multifamily developments to avoid concentrations of such housing types. The policy statement includes a discussion of the positives of multifamily developments and counters common myths about multifamily developments.

The City of Plano continued to promote policies that encourage fair housing for all, as well as ensure such policies are included in the City's Comprehensive Plan during the 2010-11 program year.

5.1 Affirmative Marketing Actions & Outreach to MWBEs

The City of Plano was committed to affirmative marketing and outreach to minority and women-owned (MWBE) businesses during program year 2010. Staff continued to follow the Community Services Affirmative Marketing policies for HUD funded projects; including but not limited to utilizing local media electronic and print to market in its efforts to promote contracting opportunities to MWBE businesses and historically underutilized businesses (HUB).

The City of Plano's Community Service's Division also revised its Section 3 Plan. The City met and exceeded its goal of awarding 10% of construction contracts to Section 3 businesses and 3% of non-construction contracts to Section 3 businesses. From October 1, 2010-September 30, 2011, the City of Plano paid \$913,034 to contractors providing repairs/rehabilitation services to the City's Housing Rehabilitation Program. MWBE contractors received 64% (\$584,342) of those funds. Additionally, HUD's Section 3 Guidelines require recipients of their funds, to the greatest extent possible, provide job training, employment, and contract opportunities for low income residents. During program year 2010, 62% of the \$913,034 spent were awarded to contractors that meet Section 3 guidelines.

5.2 Affordable Housing

Ensuring that Plano residents have access to affordable housing is a priority for the City of Plano. Table 3B in the Appendices provides a numerical summary of our accomplishments. In general, the elimination of federal tax credits to homebuyers caused the number of households purchasing a home to decrease. Additionally, the availability of land to build new infill housing has decreased within the city limits. Consequently, more agencies sought to

5

Affirmatively Furthering Fair Housing

rehabilitate existing homes for sale to a low income household during the 2010 program year. Of those assisted with affordable housing, 11 households fell within the income category of extremely low, 9 were very low, and 36 were low.

6 Continuum of Care

During the 2010-11 program year, the City of Plano continued to actively pursue avenues to strengthen the continuum of care provided to those that are homeless or at risk of becoming homeless.

Actions taken to address the needs of the homeless:

City of Plano general funds provided support services for 175 Plano residents living in an emergency shelter for victims of domestic violence. These funds also provided support services for 84 Plano residents living in Collin County's only transitional living facility that accepts men, women, and families. Furthermore, the City of Plano's Emergency Management Department worked with the local Salvation Army office to open a shelter twice during the 2010-11 year; during the winter and summer. The emergency shelter provided homeless individuals a place safe from the harsh elements. Finally, the lack of employment tends to be a recurring theme with many homeless. During the 2010-11, the City of Plano's Day Labor Center provided homeless individuals a safe place to gain day labor. The use of the City's Day Labor Center by those that are homeless and/or double-up became evident by the 44 day laborers that completed the 2010 Collin County Homeless Count Survey.

A major gap in the continuum of care is the lack of transitional housing, where formerly homeless persons can live and receive social service assistance while participating in a self sufficiency program. The City, in combination with homeless providers and Metro Dallas Homeless Alliance, submitted a Continuum of Care (CoC) Grant to obtain funding for transitional housing in 2005. Since 2005, the CoC grant application has been successful in receiving funding for four transitional units administered by Hope's Door. In addition, LifePath Systems received funding for eight permanent supportive housing units from the CoC.

Actions taken to prevent homelessness:

Through a combination of City general funds and HUD funds, 149 households remained housed as a result of the rent, mortgage, utility and/or legal assistance provided to them. Additionally, the City of Plano revised its Homelessness Prevention Program to place increased emphasis on case management and housing stabilization. The City of Plano, in general, has seen its agencies offering prevention services place a greater emphasis on case management and accountability when handing out financial assistance.

Actions taken to coordinate homeless services:

The City continues to remain an active participant in coordinating homeless services across the Dallas-Fort Worth metroplex. The city plays an active role in the Dallas Continuum of Care Committee and its Independent Review Committee, which reviews agencies submitting projects to receive HUD Continuum of Care funds. A City staff person also serves as Chair

for the Dallas and Collin County Homeless Management Information System (HMIS) Committee. The committee chair coordinates services, as reflected in HMIS, across agencies to ensure that those who are homeless or at risk of being homeless receive needed services. Finally, the City continues to be an active participant in the Collin County Homeless Coalition and the Annual Collin County Homeless Count. The City uses both avenues to bring local providers together to obtain homeless needs assessments and highlight gaps that might be addressed with the City's assistance.

7 Other Actions & Leveraging Funds

7.1 Other Actions

Actions Taken to Ensure Program Compliance

Program compliance is of the utmost importance to the City of Plano. Therefore, city staff attended various HUD-sponsored training sessions during program year 2010 to ensure that staff remained abreast of new and/or changed federal regulations, as they relate to administering HUD funded projects and programs. Specifically, one or more staff attended the following trainings:

- Nationwide Mortgage Licensing System Continuing Education Training
- HOME Environmental Training
- Credit Impact of Foreclosure Training
- Construction Management Training
- Homeownership Training
- Federal Housing Administration Training
- HOME Program Basic Training
- HPRP and HMIS Training

Staff also conducted desk monitoring and on-site monitoring of programs to ensure compliance with program and comprehensive planning requirements. Staff holds mandatory training for all CDBG and HOME subrecipients and publishes a "CDBG and HOME Subrecipient Compliance Manual" for those agencies. The manual was revised during the 2010 program year to better assist federally funded agencies in running their funded programs. Additionally, staff provides ongoing technical assistance for agencies.

Displacement and One-for-One Replacement

The City of Plano did not undertake any HUD funded activities, including acquisition, rehabilitation, or demolition of occupied real property, that resulted in any displacements or trigger one-for-one replacement.

Institutional Structure/Underserved Needs

The primary weakness in the institutional structure of service providers identified in the Plan continues to be the lack of funds to provide needed services. As requested, the City of Plano has given written support to each organization seeking federal, state, and foundation funds. In addition, the City of Plano has granted City (non-federal) funds to various agencies to assist them in accomplishing their missions.

7 Other Actions & Leveraging Funds

Intergovernmental Cooperation

The Community Services Division participates in meetings with the Collin County Social Services Association, the Collin County Homeless Coalition, and the Metro Dallas Homeless Alliance in order to more effectively coordinate with the service providers working in Plano. In addition, we have a good relationship with the Plano Housing Authority. The Division networks with other local government participating jurisdictions through active participation in the National Community Development Association. City staff also met with other Collin County participating jurisdictions to discuss Continuum of Care issues. Semiannually, the City holds grant meetings for training on applications and contracts.

Public Housing Improvements

The Housing Authority is not required to prepare a Performance and Evaluation Report, and therefore no comparison of actions and plans can be made for the Authority.

Public Housing Authority Resident Initiatives

The Plano Housing Authority (PHA) has a Family Self Sufficiency Committee comprised of Plano community members and a Section 8 resident. The Committee meets to discuss resident initiatives and plan activities, such as the Annual Fall Festival, for all Section 8 residents.

Lead-Based Paint Hazard Reduction

City staff has been trained and certified in lead-based paint risk assessment and hazard reduction. All houses built prior to 1978 are inspected for lead hazards prior to rehabilitation and home purchase, and if hazards exist, their treatment is included in the rehabilitation work.

Anti-Poverty Strategy

The PHA Family Self Sufficiency Program provided assistance to individuals who are in various stages of the program. Many are participating in the Section 8 Homeownership Program. The program has developed various educational and job training programs in cooperation with other area agencies. In addition, 11 low-income families purchased homes through the City of Plano First Time Homebuyer Program, enabling them to begin building equity in real estate. Also, new homeowners assisted through Habitat for Humanity and Christ United Methodist Church housing programs built equity through their new home purchase.

HUD's Section 3 Guidelines require recipients of HUD funds, to the greatest extent possible, provide job training, employment, and contract opportunities for low income residents. During program year 2010, 62% of the \$913,034 spent were awarded to contractors that meet Section 3 guidelines.

7.2 Leveraging Resources

City of Plano subrecipients are encouraged to leverage HOME and CDBG funding, by seeking other funding sources, to the extent practical. The diversification of funding sources helps reduce dependence on HUD funds which are subject to changes annually. Leveraging also decreases the amount of HOME and CDBG funding needed for each project, allowing the City to assist more residents.

1. The City of Plano utilizes the First Time Homebuyer Program for leveraging to maximize affordable housing dollars. Approximately \$1.3 million in non-federal funds was leveraged in 2010. A contribution from the prospective First Time Homebuyer is required for downpayment assistance. This permits the first time homebuyer to have greater equity initially in the home and also allows the City to distribute program funding dollars to more in need. In addition, the first time homebuyer has a five year, forgivable lien placed on the property for the amount of assistance received. By doing this, the City has enabled more low-income persons and/or families to become first time homebuyers, but still has the capacity to recapture the costs during the term of the lien. The liens are in effect when the property is vacated or sold.
2. City of Plano HOME-funded single family residential construction and acquisition/rehabilitation projects also leverage funds to maximize affordable housing dollars. Approximately \$306,725 in non-federal funds were leveraged. The City of Plano requires non-profit agencies producing affordable single family homes to leverage outside funds to complete the construction and/or rehabilitation of houses for low income buyers. Like the First Time Homebuyer program, this permits the non-profit agency and homebuyer to have a greater equity in the home and also allows the City to distribute program funding dollars to more in need.
3. The City of Plano uses the cash donations from nonprofit agencies receiving HOME funds as match. HOME match requirements are satisfied by the donations received by Habitat for Humanity and Christ United Methodist.

8 Self Evaluation

The 2010-11 activities allowed the City to begin making strides at achieving the strategies, objectives and outcomes established in the 2010-2014 Consolidated Plan. Tables 3A and 3B in the Appendices provide an in-depth review of the City's annual outcomes. An overall synopsis of the City's accomplishments and barriers to achieving stated outcomes is provided below.

Decent Housing Strategy

Objective DH-1.1: Preserve and enhance existing housing stock through home rehabilitation.

The City's Housing Rehabilitation program met and exceeded its annual outcome for the year. This success can be attributed to heightened efforts by rehabilitation staff to undergo targeted marketing of the program to households living in affordable housing. Additionally, the economic status of the country may also be a contributing factor. Many residents that at one time might have been able to move into a newer home, chose to remain in their current home and seek assistance to improve it.

The City's Helping Partners program met and exceeded its annual household outcomes. This program was a new program provided to Plano residents by the City. It provided neighborhood clean-ups that benefited many households. The program also utilized 1,534 volunteers thereby contributing 7,436 total hours of labor to the community through this program.

Objective DH-1.2: Create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation of land and properties for income qualifying households.

Christ United Methodist Church met its annual outcome. Additionally, the church was able to begin building a second property with its 2010-11 funding allocation. The second property will be completed and sold to a low income household during the 2011-12 program year.

Plano Housing Corporation, Habitat for Humanity of South Collin County, and the City's First-Time Homebuyer (FTHB) program fell short of completing their annual household outcomes.

Plano Housing Corporation underwent many organizational changes during the 2010-11 program year which contributed to them not hitting their goal. The organization hired a new executive director, re-wrote many of its policies, and revamped its marketing efforts during the program year. All of the aforementioned activities will prove to be beneficial as the program continues to utilize 2010-11 HUD funds.

Traditionally, Habitat for Humanity of South Collin County acquired predominantly single lots with the City's HUD funds, each of which produce one newly constructed single family home for sale to a low income homeowner. The 2010-11 program year welcomed a new venture for Habitat for Humanity of South Collin County. The agency used its funds to buy a 1.11 acre property previously owned by the Plano Housing Authority. As stated in the Chapter 3 of the Narrative of this document, the agency has since subdivided the property into 10 lots for 10 newly constructed infill homes. This development process included both re-zoning and re-plating the land and undergoing an additional federal environmental clearance. Although the City's planning process was completed and approval by City Council was seamless, the environmental clearance process delayed the start of construction. Construction is underway and the City expects the agency to have met and exceeded its goal for the 2011-12 year due to the number of available lots in this project.

The City's FTHB program saw a significant decrease in the number of qualified households applying for homeownership assistance. During the 2010-11 program year, the number of participants leveled off to that of which occurred during the economic downturn, prior to the issuance of federal tax credits to homebuyers. Furthermore, the number of qualified homebuyers also decreased. City staff experienced more potential homebuyers making slightly over 80% of the median area income and unfortunately unable to receive assistance. As required by HUD, the City cannot assist households making greater than 80% of the area median income with its dollars. City staff reviewed the manner in which income is calculated to ensure that an undue barrier was not being placed on potential homebuyer; however no barriers existed. The program will target program marketing in an attempt to locate more qualified potential homebuyers for the program.

Suitable Living Environment Strategy

Objective SL-2.2a: Support to organizations that engage in public services for Plano residents, especially special needs populations, including but not limited to low income elderly, persons with disabilities, persons with HIV/AIDS and at-risk youth.

As evidenced in Table 3A, all four activities under this objective met and/or exceeded their annual outcome; Communities in Schools Dallas Region, Health Services of North Texas, Boys & Girls Clubs of Collin County, and the Maurice Barnett Geriatric Wellness Center. As noted in Table 3A, approximately \$10,364 in CDBG funds allocated to the Maurice Barnett Geriatric Wellness Center will be reallocated. Though the agency as a whole met its overall annual outcome, the agency's Gate Keeper program served seven less individuals than expected. The agency revamped the program in 2010 and did not begin serving clients until the second quarter, which contributed to the shortfall. On the other hand, the agency's Preventative Health Clinic served substantially more people than expected with the amount of funds provided.

Objective SL-2.2b: Assist homeless supportive services across the entire spectrum of need from homelessness to self-sufficiency, with an emphasis on homelessness prevention.

The City's Homelessness Prevention Program was the only activity undertaken under this objective during the 2010-11 program year. The program did not meet its annual household outcome. This can be attributed to the increase in the need for homelessness prevention assistance and the decrease in the amount of funds available for such services within the community. Participating households needed a greater amount of assistance, including both rent and utility assistance instead of either rent or utility. Halfway through the program year, the program budget was changed to place more funds into providing financial assistance and fewer funds into providing program administration. The change did not allow the program to provide assistance to an additional number of households adequate to meet the goal.

Economic Opportunity Strategy

Objective E0-2: Support activities that provide job training and assist in job/small business creation.

One activity, provided by LauchAbility, was listed within this category during the 2010-11 program year. This activity met and exceeded its annual individual outcome. Moreover, the agency was able to assist the additional individuals with less funds than initially requested; an extension to their one year contract was not requested by the agency. Therefore, \$13,152 of their funds will be reallocated during the 2011-12 program year.

Overall Program Barriers

In summary, the City of Plano experienced a few barriers during the 2010-11 program year that affected the manner in which outcomes were achieved. Many of the City's affordable housing developers underwent significant changes within their organization which affected 2010-11 activities being carried out. In addition, the environmental clearance for one of the City's housing developers proved to delay the project until the last month of the program year. Finally, the economy and the change in available federal tax credits, such as those given to homebuyers, affected many of our activities.

9 CDBG, HOME & HPRP Narrative

9.1 CDBG Narrative

In program year 2010, CDBG funds were used to address objectives laid out in the Consolidated Plan. Tables 3A and 3B in the Appendices show the City's annual progress. There were no significant changes in program objectives during the 2010-11 program year. Activities undertaken were those stated in the 2010-11 Action Plan submitted to HUD prior to the 2010-11 program year beginning. The City of Plano received \$143,640 in program income during the year, \$41,609 more than originally estimated. These funds were reprogrammed into the City's Housing Rehabilitation Program. The City's program income was generated predominately from rehabilitation loan payments, and these funds are in return spent on new home rehabilitation projects. Therefore, the additional program income allowed more home rehabilitation projects to be completed during the 2010-11 program year.

The primary use of 2010 CDBG funds was affordable housing development, housing rehabilitation, and public service activities. Per HUD, 70% of all CDBG funds expended must benefit low-to-moderate income persons. The City exceeded this goal during the 2010-11 program year. All of the funds spent benefited low income people/households. Moreover, 11.92% of these funds were spent on public service activities. As stated in the Self Evaluation portion of this report, two agencies providing public service activities did not expend all of the 2010 allocated funds. Though the scope of the program activities did not change, the number of clients that the agency was able to help and the ability to expend the allocated funds changed. The City will reallocate \$23,516 in 2010 CDBG funds to HUD- eligible activities that have the ability and capacity to expend the reallocated CDBG funds.

The City of Plano also closed its one CDBG project during the 2010 grant year. Although the construction work for the project was completed and reported in the 2009 CAPER report, final contractor payments and receipt of all required Davis Bacon Labor Standards and Section 3 documentation was not finalized until the 2010 year. The remaining \$62,764 was paid to the contractor and funds drawn down from HUD.

9.2 HOME Narrative

2010-11 HOME funds were used in the same manner described in the 2010-11 Action Plan. Funds were used exclusively to address single family affordable housing goals. Funds primarily assisted first time homebuyers in purchasing a home, home rehabilitation through reconstruction, and the creation of new infill housing. The City of Plano has made efficient use of the funds. All HOME funds benefited low and very low income households. Table 3B in the Appendices summarizes the Affordable Housing goals mentioned previously.

9 CDBG, HOME & HPRP Narrative

As reported in the HUD's Integrated Disbursement and Information System (IDIS), the city received and drew down \$11,893 in program income. This amount reflects \$1,693 in additional program income than estimated in the 2010-11 Action Plan. Similar to CDBG program income, these funds can be attributed primarily to home rehabilitation loan payments. Consequently, the City expended these funds on new home rehabilitation projects that occurred during the 2010-11 program year.

9.3 HPRP Narrative

HPRP funds were used exclusively for families and individuals whose income was at or below 50% of the area median income (AMI). All three agencies awarded HPRP funds successfully expended their funds. Plano families and individuals received financial assistance in the form of rent and/or utility aid and legal assistance to prevent evictions. The City has \$3,617 in HPRP funds remaining for costs associated with using the HUD-required Homeless Management Information System(HMIS). These funds will be expended during program year 2011.

10 Citizen Comments

Description of Public Comment Process

This annual report was prepared by the Community Services Division of the Planning Department. On November 13, 2011, a notice of Public Hearing was published in the Plano Star-Courier, informing the public of the completion of the report, and of a pending public hearing before the Community Relations Commission and the City Council to discuss the report. The notice also informed the public that a copy of the report could be obtained at the Community Services office. The publication of this notice marked the beginning of the public comment period. The report is also available for public viewing via the web through the Community Relations Commission and City Council agenda packets. The Community Relations Commission held a public hearing on November 11, 2011. No public was present to make comments. The City Council will hold a public hearing on December 20, 2011.

Public Comments

To date, no public comments have been submitted. Comments will be included here for review by HUD, if received.

HUD Table 3A: 2010 Summary of Specific Annual Objectives

11 HUD Table 3A: 2010 Summary of Specific Annual Objectives

Objective #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
Owner Housing Objectives						
DH-1.1	Preserve existing affordable housing stock <i>(City of Plano Rehabilitation Program)</i>	CDBG: \$798,000* CDBG PI: \$102,000 \$143,640 (Actual PI)	Total number of affordable units	20	39	DH-1
DH-1.2	Provide affordable housing to low-income first time home buyers <i>(City of Plano First-Time Homebuyer Program)</i>	CDBG: \$52,720* HOME: \$109,800* HOME PI: \$10,200 \$11,893 (Actual PI)	Number of first time homebuyers and/or number receiving down-payment assistance	20	11	DH-1
DH-1.3	Increase the availability/accessibility to decent housing for low-income families <i>(Plano Housing Corporation)</i>	CDBG: \$35,000* HOME: \$108,493*	Total number of affordable units	3	1	DH-1
DH-1.4	Increase the availability/accessibility to decent housing for low-income families <i>(Habitat for Humanity)</i>	HOME: \$162,000*	Total number of affordable units	4	1	DH-1

HUD Table 3A: 2010 Summary of Specific Annual Objectives

11

Objective #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
DH-1.5	Increase the availability/accessibility to decent housing for low-income families <i>(Christ United Methodist Church)</i>	HOME: \$50,000*	Total number of affordable units	1	1	DH-1
DH-1.7	Increase the availability/accessibility to decent housing for low-income families <i>(Helping Partners-City of Plano)</i>	CDBG: \$12,000*	Total number of households assisted	25	37	DH-1
Special Needs Objectives						
SL-1.1	Provide suitable living environments for people with HIV/AIDS <i>(Health Services of North Texas)</i>	CDBG: \$52,000	Number of persons assisted with new and/or improved access to a service	24	34	SL-1
Public Service Objectives						
SL-1.2	Provide accessibility to suitable living environments <i>(Maurice Barnett Geriatric Wellness)</i>	CDBG: \$49,000 ** \$38,636	Number of persons assisted with new and/or improved access to a service	250	339	SL-1

HUD Table 3A: 2010 Summary of Specific Annual Objectives

Objective #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
SL-1.3	Provide accessibility/availability for the purpose of creating suitable living environments (<i>Communities in Schools</i>)	CDBG: \$30,000	Number of persons assisted with new and/or improved access to a service	120	120	SL-1
SL-1.4	Provide accessibility/availability for the purpose of creating suitable living environments (<i>Boys and Girls Club</i>)	CDBG: \$17,000	Number of persons assisted with new and/or improved access to a service	100	100	SL-1
Homeless Objective						
SL-1.5***	Provide accessibility to create a sustainable living environment to persons who are at risk of being homeless (<i>City of Plano Homeless Prevention Program</i>)	CDBG: \$38,185	Number of households that received emergency financial assistance to prevent homelessness	29	22	SL-1
Economic Objective						EO-1
EO-1.1	Provide accessibility/availability to economic opportunity (<i>LaunchAbility</i>)	CDBG: \$25,000** \$11,848	Number of persons assisted with new and/or improved access to a service	9	13	
Other Objective						

HUD Table 3A: 2010 Summary of Specific Annual Objectives

11

Objective #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
DH-1.8	Provide accessibility/availability by assisting in the creation of decent affordable housing (<i>City of Plano Grant Administration</i>)	CDBG: \$277,000 HOME: \$47,700				DH-1

Table 11.1

*The project did not expend all 2010-11 allocated grant funds. For actual expenditures during grant year 2010-11, refer to the narrative section of this report. Unspent funds will carry over to expense during the 2011-12 program year.

**The project did not expend all 2010-11 allocated grant funds, nor was an extension to their one year grant contract requested. Unspent funds will be reallocated for use towards a City of Plano, HUD-eligible activity.

*** This activity was listed at DH-1.6 in the 2010-11 Action Plan. The activity has been moved to the Suitable Living Outcome to reflect the manner in which the activity is listed in the Consolidated Plan.

HUD Outcome/Objective Codes

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Table 11.2

HUD Table 3B: 2010 Annual Housing Completion Goals**12 HUD Table 3B: 2010 Annual Housing Completion Goals**

Grantee Name: City of Plano Program Year: 2010-11	Expected Annual # of Units to be Completed	Actual # Completed	Resources Used During the Period
ANNUAL AFFORDABLE HOUSING GOALS (sec. 215)			
Homeless households	0	0	N/A
Non-homeless household	77	75	CDBG, HOME
Special Needs households	0	0	N/A
AFFORDABLE RENTAL HOUSING GOALS (sec. 215)			
Acquisition of existing units	0	0	N/A
Production of new units	0	0	N/A
Rehabilitation of existing units	0	0	N/A
Rental Assistance	29	22	CDBG
Total Sec. 215 Affordable Rental	29	22	
AFFORDABLE OWNER HOUSING GOALS (sec. 215)			
Acquisition of existing units	3	1	CDBG, HOME
Production of new units	5	2	CDBG, HOME
Rehabilitation of existing units	20	39	CDBG
Homebuyer Assistance	20	11	CDBG
Total Sec. 215 Affordable Owner	48	53	
ANNUAL HOUSING GOALS			
Annual Rental Housing Goal	29	22	CDBG

HUD Table 3B: 2010 Annual Housing Completion Goals

12

Grantee Name: City of Plano Program Year: 2010-11	Expected Annual # of Units to be Completed	Actual # Completed	Resources Used During the Period
Annual Owner Housing Goal	48	53	CDBG, HOME
Total Annual Housing Goal	77	75	CDBG, HOME

Explanation of Table 3B Expected Numbers:

- **Non-Homeless Households:** Homelessness Prevention, First-Time Homebuyers, Plano Housing Corporation, Habitat for Humanity, Christ United Methodist, and Rehabilitation goals.
- **Rental Assistance:** Homelessness Prevention goal.
- **Acquisition of existing owner units:** Plano Housing Corporation goal.
- **Production of new owner units:** Christ United Methodist and Habitat for Humanity goals.
- **Rehabilitation of existing owner units:** Rehabilitation goal.
- **Homebuyer Assistance:** First-Time Homebuyer goal.

13 2010 HOME Developer Project Summary

13 2010 HOME Developer Project Summary

HOME Developer Activities during program year 2010-11

Below is a detailed explanation of HOME developer activities that took place during the PY 2010-11. The purpose of this section is to assist HUD staff in reviewing HOME funded development activities.

Christ United Methodist

#489 - One home constructed (began in PY 2009, completed in 2010 PY) and sold to a low income household.

#527 - One home constructed, but was sold to a low income household on October 28, 2011, therefore it will be counted in PY 2011-12.

Habitat for Humanity of South Collin County

#426 (CDBG) - This activity helped acquire the ten lots listed below; 511-520. Accomplishments will be recorded with those activities.

#488 - One home constructed and sold to a low income household.

#511, #512, #513, #514, #515, #516, #517, #518, #519, #520 - each number represents one lot acquired and under construction for sale to a low income household.

#524 - One lot acquired and under construction for sale to a low income household.

#525 - One lot acquired and under construction for sale to a low income household.

Plano Housing Corporation

#432- 2009 CHDO operating costs. Completed during PY 2010.

#509 - 2010 CHDO operating costs. This activity has not been completed.

#487- One house purchased, rehabilitated (acquired and rehabilitated in PY 2009), and sold to a low income household in PY 2010.

#537- One house purchased and rehabilitated for sale to a low income household.

14 2010-2014 Consolidated Plan Strategies



City of Plano, Texas Five Year Strategic Plan

This document includes Narrative Responses to specific questions that grantees of the Community Development Block Grant, HOME Investment Partnership, Housing Opportunities for People with AIDS and Emergency Shelter Grants Programs must respond to in order to be compliant with the Consolidated Planning Regulations.

GENERAL

Executive Summary

The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

5 Year Strategic Plan Executive Summary:

The City of Plano has established the following strategies, objectives and outcomes to guide its Consolidated Plan for program years 2010 to 2014.

DECENT HOUSING

Strategy DH: Encourage the provision of decent, safe and affordable housing for low and moderate income and special needs residents.

- **Objective DH-1.1 (Affordability):** Continue to preserve and enhance existing housing stock through home rehabilitation.

DH-1.1 five year outcomes:

- Provide programs to rehabilitate and improve the existing stock of homes occupied by low and moderate income owners.
 - *Outcome/five year goal:* 95 units
- Continue to offer and market programs to rehabilitate and improve existing rental stock occupied by low and moderate income renters.
 - *Outcome/five year goal:* 10 meetings and/or speaking engagements specifically to market the rehabilitation program to landlords with low and moderate tenants.

- **Objective DH-1.2 (Affordability):** Continue to create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation of land and properties for income qualifying households.

DH-1.2 five year outcomes:

- Provide assistance to homebuyers with downpayment assistance, closing cost assistance, and/or homebuyer education and counseling.
 - *Outcome/five year goal:* 60 units

City of Plano

- Consider sale of publicly owned land to affordable housing developers. Inventory available parcels and evaluate their feasibility for affordable housing development.
 - *Outcome/five year goal:* Develop map of vacant parcels by zoning district for affordable housing developers.

- **Objective DH-1.3 (Affordability):** Increase and support affordable rental housing opportunities in Plano.

DH1.3 five year outcomes:

- Continue to support the efforts of the Plano Housing Authority (PHA) to maintain affordable housing developments and issue Housing Choice Vouchers.
 - *Outcome/five year goal:* Complete 5 annual environmental reviews for PHA Capital Funding
 - *Outcome/five year goal:* Certify PHA initiatives as compliant with the Consolidated Plan as needed.
- Support applications for and the development of Low Income Housing Tax Credit (LIHTC) projects.
 - *Outcome/five year goal:* Completed on an as needed basis

SUITABLE LIVING ENVIRONMENT

Strategy SL: Improve and maintain suitable living environments by supporting and enhancing public facilities, public services and infrastructure for low income persons, special needs populations and neighborhoods in need of revitalization.

- **Objective SL-2.1 (Availability/Accessibility):** Develop and upgrade public facilities and infrastructure to help lower income persons, those with special needs and neighborhoods in need.

SL-2.1 five year outcomes:

- Support and assist with the creation of additional shelter, supportive services, and transitional housing for homeless and under-housed.
 - *Outcome/five year goal:* 100 people
 - *Outcome/five year goal:* Certify local agency initiatives as compliant with the Consolidated Plan, as needed.
 - Continue to assist with housing accessibility modifications for elderly and disabled residents within the City of Plano.
 - *Outcome/five year goal:* 5 housing units
-

14 2010-2014 Consolidated Plan Strategies

- **Objective SL-2.2 (Availability/Accessibility):** Fund public service activities serving primarily lower income persons and those with special needs.

SL-2.2 five year outcomes:

- Provide support to organizations that engage in public services for Plano residents, especially special needs populations, including but not limited to low income elderly, persons with disabilities, persons with HIV/AIDS and at-risk youth.
 - *Outcome/five year goal:* 4,625 individuals
- Assist homeless supportive services across the entire spectrum of need, from homelessness to self-sufficiency, with the continued emphasis on homelessness prevention.
 - *Outcome/five year goal:* 100 families
 - *Outcome/five year goal:* Participate and fund annual Collin County Homeless PIT survey: 5 units

- **Objective SL-3 (Sustainability):** Support the rehabilitation/revitalization of aging neighborhoods through a mixture of infrastructure improvements, home and business rehabilitation, code enforcement, and expanding economic opportunities.

SL-3 five year outcomes:

- Actively pursue and track neighborhood well being by focusing resources on areas of greatest opportunity for improvement.
 - *Outcome/five year goal:* 3 neighborhoods showing measureable improvements

ECONOMIC OPPORTUNITIES

Strategy EO: Encourage economic opportunities that promote private investment for low and moderate income persons and area workforce.

- **Objective EO-2 (Availability/Accessibility):** Create and/or expand opportunities for small businesses and/or microenterprises.

EO-2 five year outcomes:

- Support activities that provide job training and assist with job/small business creation.
 - *Outcome/five year goal:* 50 people

City of Plano

OTHER

Strategy O: Continue program planning and administration that supports all of the above strategies and objectives.

- **Objective O-1:** Use CDBG and HOME funds to coordinate, monitor and implement the Consolidated Plan objectives according to HUD.
 - *Outcome/five year goal:* Create Action Plan and CAPER documents acceptable to HUD: 10 units



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		December 20, 2011		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): D. Carter, ext. 5350				
CAPTION				
Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2011-29 - Request for Specific Use Permit for Day Care Center (In-home) on 0.1± acre located at the northwest corner of Oakland Hills Drive and Norman Drive. Zoned Single-Family Residence-7. Applicant: Roberta Cosgrove				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
At its October 17, 2011 meeting, the Planning & Zoning Commission denied this request by a vote of 4-3. The applicant has appealed the Commission's denial. A 3/4 vote, or 6 of the 8 City Council members, is required for approval of the request.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Letter of Appeal from Applicant and supporting documentation		Planning & Zoning Commission		
2nd Vice Chair Report				
P&Z Follow-up Memo				
Staff Report				
Locator Map				
Mailed Notice Response Letters to City Council				

RECEIVED
NOV 11 2011
PLANNING DEPT.

November 11, 2011

Phyllis Jarrell, Director
City of Plano Planning Department
1520 K Avenue Suite 250
Plano, Texas 75074

RE: Appeal Agenda Item 9 PZC 10-17-2011
Zoning Case 2011-29

Dear Mrs. Jarrell:

In accordance with Article 6-110 of the City of Plano Zoning Ordinance this letter shall serve as formal request for a public hearing before the City Council on the above subject.

Attached is as check in the amount of \$270, \$110 representing application fee and \$5.00 for each property owner listed on the public hearing notice. These amounts; were provided by Mrs. Munyaradzi in response to a previous email inquiry we had made.

Thank you and your staff once again for your assistance in this matter.

Sincerely,



Roberta J. Cosgrove
2701 Oakland Hills Dr.
Plano, Texas 75025

Roberta J. Cosgrove
2701 Oakland Hills Drive
Plano, Texas 75025

Specific Use Permit Case 2011-29



TABLE OF CONTENTS

SECTION 1	State of Minnesota Letter
SECTION 2	Texas Department of Family Services Report
SECTION 3	City of Plano Letter for Occupancy Permit Renewal
SECTION 4	P&Z Commission Agenda Cover Page
SECTION 5	Memo to Honorable Mayor and Council
SECTION 6	Employee, Client Letters (present & past)
SECTION 7	Supplemental Covenant

Closing Statement

SECTION 1

March 22, 1999

Roberta Cosgrove
7717 Oliver Avenue North
Brooklyn Park, MN 55444-2329

Dear Roberta:

I am writing in response to your request.

You were first licensed as a Family Child Care Provider in Hennepin County on 11-1-76 at 7717 Oliver Avenue North, Brooklyn Park, MN. Initially you were licensed for 4 day care children. With time the number increased and since 1991 you have had the C-3 Family Group Classification. With this license 2 adult caregivers are required to provide care for up to 14 children under the age of 11.

Over the years you have successfully met licensing requirements. The feedback that we have received from parents who have had children in your care has been extremely positive. They have felt that you provided for the physical, emotional, social and intellectual needs of their children. They have felt that the children have grown and developed from the learning part of your program, but most of all they have responded to the love, concern, and understanding that you have shown to their children. Your ability to see each child as unique and special is, by far, the most frequently mentioned, attribute that parents have appreciated about you and your child care.

We wish you continued success and joy in your career as you relocated to another area.

Very truly yours,


Althera Bergren
Senior Social Worker
Child Care Licensing

AB

Hennepin County Children & Family Services Department

Child Care Licensing
Pillsbury Center Suite 400
300 South Sixth Street
Minneapolis, MN 55487-0942

SECTION 2



Child Care Licensing

11/9/2011

Operation Details

You may click on the question mark image (?) to view the Frequently Asked Questions (FAQ) page.

Operation Number: 542722
 Operation Type: Licensed Child-Care Home
 Operation/Caregiver Name: Colorbook Castle Daycare
 Location Address: 2701 Oakland Hills DR
 Plano, TX 75025
 Mailing Address: 2701 Oakland Hills DR
 Plano, TX 75025
 Phone Number: 972-727-1789
 County: COLLIN
 Website Address: www.colorbookcastledaycare.8k.com
 Email Address: TXDAYCARE@AOL.COM
 Administrator/Director Name: Roberta Cosgrove
 Type of Issuance: ? Full Permit
 Issuance Date: 1/13/2000
 Conditions on Permit: ? No
 Accepts Child-Care Subsidies: ?
 Hours of Operation: 07:00 AM-05:30 PM
 Days of Operation: Monday - Friday
 Total Capacity: 12
 Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
 Corrective Action: ? No
 Adverse Action: ? No
 Temporarily Closed: No

Two Year Inspection Summary

- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes ? are inspected at least once every two years, Listed Family Homes ? are inspected only if there is a report of abuse/neglect or if we receive a report that the home is caring for too many children.

SECTION 3



August 1, 2011

Resident
2701 Oakland Hills
Plano, TX 75025

Dear Customer:

Our records indicate that this address is a single-family residence used for providing day care for more than six, but not more than twelve persons, and is the primary residence of the care provider.

At this time, your Certificate of Occupancy is in need of annual renewal. If this address is no longer being used as in home day care please contact Barbara Winchester at the number below.

Please make application for your Certificate with the Building Inspection office (972-941-7140) and schedule your annual inspection with the Fire Prevention Division at 972-941-7161.

If you have any questions, please call Barbara Winchester at 972-941-5487.

*1 SF 42008
Suite 140*

David Kerr
David Kerr
Fire Marshal



Plano Fire Department
1001 Avenue K, Plano, TX 75074

SECTION 4

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 17, 2011

Agenda Item No. 9

Public Hearing: Zoning Case 2011-29

Applicant: Roberta J. Cosgrove

DESCRIPTION:

Request for Specific Use Permit for Day Care Center (In-home) on 0.1± acre located at the northwest corner of Oakland Hills Drive and Norman Drive. Zoned Single-Family Residence-7.

REMARKS:

The requested zoning is a Specific Use Permit (SUP) for Day Care Center (In-home). The Zoning Ordinance defines day care center (in-home) as an operation providing care in the caretaker's residence for less than 24 hours a day for up to 12 children under the age of 14, provided that the total number of children, including the caretaker's own children, is no more than 12 at any time. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

* In order to ensure compliance with applicable zoning regulations and building code requirements, the Building Inspections Department has recently began requiring applicants to specify the number of children on an in-home day care center permit application. The in-home day care center permit application is linked to the fire safety inspection that applicants are required to obtain for their state licensing. Since the fire safety inspection is required annually, this allows the city a more effective manner to enforce zoning and health safety code requirements.

This is an existing in-home day care center and the applicant is seeking an SUP in order to provide child care to more than eight children. This in-home day care center has been in operation since late 1999 providing child care for six to seven children until the end of 2000 when the number of children increased to 12. The Zoning Ordinance requires an SUP for Day Care Center (In-home) that provides care to more than eight children. Due to the increased number of children, the applicant could not obtain a Certificate of Occupancy (CO) without an SUP for Day Care Center (In-home) to meet the Zoning Ordinance requirements, as well as to meet the state requirement as noted

SECTION 5

DATE: October 18, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of October 17, 2011

**AGENDA ITEM NO. 9 - PUBLIC HEARING
ZONING CASE 2011-29
APPLICANT: ROBERTA J. COSGROVE**

Request for Specific Use Permit for Day Care Center (In-home) on 0.1± acre located at the northwest corner of Oakland Hills Drive and Norman Drive. Zoned Single-Family Residence-7.

APPROVED: _____ **DENIED:** 4-3 **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 6 **OPPOSE:** 0

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

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

STIPULATIONS:

Denied.

Commissioners voting against the motion believe this property is an appropriate location for an In-Home Day Care Center allowing a maximum of 12 children, given that there were letters received in support and none in opposition to the request. Additionally, the Commissioners believe that the requested use is a service needed within the community.

BM/dw

xc: Roberta Cosgrove

SECTION 6

To whom it may concern,

This letter is concerning the case between Plano and Roberta Cosgrove. Roberta Cosgrove hired me after I was honorably discharged from the Active Army. I was part time and now I am her full time employee. I have been her fulltime employee for 2 years. Since my employment I have been through many hardships; divorce, custody battle and everything in between. Ms. Cosgrove has been there to help me during every step. I am married I have 5 children all under the age of 5. If Ms. Cosgrove is not granted her special use permit permitting 12 children and has to move down to 8 children, I have been informed she will not be able to afford me as an employee. Ms. Cosgrove has made it very easy for me to take care of my children while I have been employed by her. With 5 children someone is always bound to get sick, have a doc/dental/medical appt. Ms. Cosgrove has always worked with me allowing me to make up my missed hours or moving my schedule around so I can take care of my children. Any other employer would not allow me to do that.

I am asking you to please look at her history of positive comments and perfect records. This daycare is wonderful and has provided my family with everything they have needed.

Thank you,

Brandon, Erin, Brandon 5, Gene 3, Alivia 3, Sophia 2, Molly 9months



Subj: **Letter**
Date: 11/22/2011 10:48:35 P.M. Central Standard Time
From: christy.brott.121j@statefarm.com
To: txdaycare@aol.com
Plano City Council:

I am writing this letter to express my thoughts on home based day-care. Both of my children attended Colorbook Castle Daycare in Plano, Texas. As infants, they received the best care daily and grew into preschoolers who were ready for public education. They enjoyed home-cooked nutritious meals, learned valuable educational skills and thrived both socially and emotionally. They were exposed to art, music, dance and academic activities. They learned "pretend" play and to interact with their peers. Being a new and working mom, I was very concerned dropping my newborn children at a large daycare facility. Attending a home based daycare was a perfect environment for my children. I felt very comfortable from day one and I have recommended many families to Colorbook Castle Daycare.

Bobbie and Alex acted as loving parents/grandparents to my children. They met the needs of all the children and treated each one according to his/her needs. This daycare is a "home away from home." They provided a "perfect environment" for my children. Both of my children cried when they departed Colorbook Castle. My daughter who is very independent struggled with the transition; however, my son who moved to preschool in August 2011 cried for five weeks. Every day he was telling me I was driving in the wrong direction because he wanted to go see Bobbie/Alex. They are like family to me because they were a HUGE influence in raising my children! We are very blessed that our children had Colorbook Castle home daycare for our children. Everyone in the Collin County area needs to have this option.

Please contact me with any questions or concern.

Sincerely,

Christy and Greg Brott
214-334-3913
214-402-1219

9601 Southern Hills Drive

Plano, TX 75025

November 22, 2011

Dear Plano City Council,

We are writing to you to express our support for Colorbook Castle Daycare at 2701 Oakland Hills Drive in Plano.

Over the last 7 years both of our children (Brendan 7 and Olivia 4) were cared for at the home-based daycare, so our views are based on first-hand experience.

We could not imagine a more caring or loving environment for our children. We have recommended the facility to other families and will continue to do so because of the extremely high quality of care offered. It focuses on a child's social, emotional and cognitive development in an environment you cannot achieve at a large institutional center.

The city has chosen to ignore the existing statute for over 12 years which implies consent and sets a legal precedent. We believe it would be unjust for the City to now apply a statute that has not been enforced for more than a decade.

Please carefully consider your decisions as they pertain to this home-based child care.

Thanks,



Kyle & Martha Forden

Carryl T Oei, DO
Main Medical Clinic
2865 McDermott Road
Suite 225
Plano, TX 75025

November 16, 2011

To The Plano City Council:

This is a letter in support of Ms Roberta Cosgrove's application for permit in regards to her licensed home daycare in Plano, Texas. My son Brandon has been attending her facility since he was two months old. I find Ms Cosgrove and her staff to be professional, nurturing and loving to my son and family. As a family practice doctor here in Plano, I acknowledge the importance of trust surrounding health care and especially childcare. I feel comforted in knowing that my child is well taken care of while I am at work. Her home childcare has provided my son a loving and educational environment to grow and I have no doubt that the other families under her care feel the same way. Please strongly consider her use permit to care for twelve children.

Thank you very much for your time. Please do not hesitate to contact me at 972-396-8600 if you have any questions regarding this letter.

Sincerely,



Carryl Oei, DO

Family Medicine

Plano City Council:

My name is Deborah West. My husband and I both work outside the home. Choosing childcare is one of the most stressful and important decisions a parent has to make. We decided on a home childcare for many reasons. We feel home childcare is smaller, cleaner and a more caring environment than a traditional daycare facility. Our oldest daughter was cared for by Bobbie Cosgrove and Alex for the first 3 ½ years of her life. She never had more than a cold and was very well cared for by them. First and foremost, we always new our child was safe in their care. It is important as a parent to have many choices with in a community for the type of childcare that works best for your family.

We feel it is completely IRRESPONSIBLE for this baseless denial of a permit for 12 children, for and Exceptional home business. This facility has been in compliance for 12 years and follows every rule to the letter. We would not have allowed them to care for our child otherwise. Denying a permit to this business for 12 children will put a hardship on 4 families. Four families will have to struggle to find another quality childcare.

My husband and I both work in Plano. We have always thought of Plano as a city that supports and listens to the people of the community. We are now scratching our heads and wondering where are the ethics and logic of the city council in this matter? We urge you to please reconsider your decision.

Deborah and Robert West
6408 Wind Song Dr
Mckinney, TX 75071



11/18/11

November 25, 2011

City Council of Plano

Dear Sir or Madam:

It has come to our attention that Roberta and Alex Cosgrove recently received notification that their in-home daycare has to reduce their enrollment to eight children. It saddens us to think that an already wait-listed daycare (due to word of mouth referrals) will have to decrease the number of families it can serve.

Ms. Bobbie, as our children call her, was our daycare provider from January 2006 until August 2009. Ms. Bobbie provides so much more than an in-home daycare. Ms. Bobbie and Mr. Alex not only teach the essential building blocks for young toddlers, but they also provide a nurturing environment that a daycare facility cannot provide. As a dual-income family, we had to choose someone to provide care for our children. What was the most decisive factor for us was the normalcy that my children had in her home. Instead of being another child in a classroom of up to twenty children, each of my girls was like a grandchild to them. Our children received the discipline and education that we would have encouraged at home if we could have stayed with my children full time.

Around 3 ½ years old, Ms. Bobbie encouraged us to find a center that was geared towards older children. Both of my children were ahead of all of their classmates entering private pre-kindergarten at a daycare facility. By the time my oldest started Kindergarten, she was reading chapter books. We attribute this solid love for reading and learning to Ms. Bobbie. Ms. Bobbie loves each child and teaches so many life skills that the daycare centers (taught by people with little to no experience with children) do not care about.

The most important aspect of her home was the love and stability that she provided. Young babies and toddlers need structure and stability. At day care centers, teachers come and go on a whim. After we finished Ms. Bobbie's home care, my eldest daughter had six different teachers in three months. If my infant child had this much instability, we would have removed her. Ms. Bobbie's home provides this stability that children need. If we had a chance to keep our children there longer, we would have.

By limiting the number of children that Ms. Bobbie and Mr. Alex care for, the community suffers. They have cared for twelve children for years and have met every requirement of the city. As parents of two children who chose in-home daycare, we implore you to reconsider your decision. Ms. Bobbie and Mr. Alex have been instrumental in the happiness and stability in our family. Even though four spots seem minimal on paper, those are four children (and eventually four adults) who will never have the chance to grow up with Ms. Bobbie and Mr. Alex.

Sincerely,

Scott and Lindsay Young

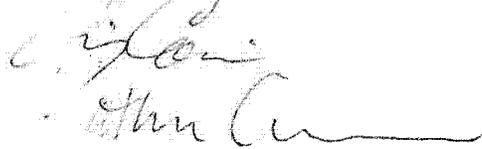
To Whom It May Concern:

Our two children were under the care of Roberta Cosgrove from infancy to age three. We believe that having our girls there was the best decision working parents could possibly make in terms of providing a loving, nurturing, learning environment for the two people that mean the most to us. Ms. Cosgrove and her husband adored our children, and the feeling was more than mutual. We felt the fact that care was given in her home was a positive for our children as opposed to some of the institution-style centers we reviewed.

Roberta Cosgrove provides a valuable service to working parents and should be allowed to continue giving care to the children that she takes into her home, her life, and her heart.

Sincerely,

Craig & Katie Cousins
(also Kendall & Avery)
2516 Glen Forest
Plano, TX 75023

Handwritten signatures of Craig Cousins and Katie Cousins. The signature of Craig Cousins is on the left, and the signature of Katie Cousins is on the right, both in cursive.

November 21, 2011

To: Plano City Council

From: Michelle and Jon Meehan

Re: Roberta Cosgrove -- Licensed Home Daycare

Choosing a daycare provider is extremely difficult, and we spent a lot of time researching the options in our community. We interviewed both large daycare centers and other in-home daycares. The decision to have our son, Logan, go to a home daycare is one of the best and most important choices we have made. The safe, loving, and educational environment that Bobbie and Alex provide is, by far, the one we are most comfortable with.

Knowing that our son is very well taken care of, and to see the affection he has for both Bobbie and Alex -- in addition to the affection they return -- has only solidified our decision. Logan is excited and has a smile when we drop him off in the mornings, and he is happy when we pick him up. He loves his time at Miss Bobbie's house. We could not feel better about leaving him with Miss Bobbie every morning than if she and Alex were family.

Kindest Regards,



November 18, 2011

To Whom It May Concern:

This is to verify that my child, Noah Campbell, currently attends the home based daycare of Bobbie Cosgrove, (Colorbook Castle Daycare) and has done so since April 2011. Having Noah in this environment has enabled me to return to work, and has given me peace of mind to know that my child is safe and happy, and being cared for in the best manner possible.

Without Bobbie's daycare, I would have great difficulty in finding a more competent and established daycare that I would feel comfortable leaving my baby. The high level of communication and obvious care that is provided to my son on a daily basis is of the utmost importance to me and I respectfully add that any attempts to find a superior daycare environment for my child would come up lacking. My husband and I searched the vicinity of North Plano and investigated numerous daycares prior to deciding on Bobbie's and believe this decision has been one of the best decisions we've made to ensure Noah is safe and happy.

Thank you for your consideration to my comments above.

Respectfully,

Sherri Campbell

James & Genya Van Houten
3944 Bexhill Dr.
Plano, TX 75025

November 17, 2011

City of Plano
City Council
1520 Avenue K
P. O. Box 860358
Plano, Texas 75086-0358



Subject: Use Permit Denial 10/17/2011 Licensed Childcare Home
Colorbook Castle Daycare, 2701 Oakland Hills Drive, Plano, TX 75025

To Whom It May Concern,

It has come to our attention that on October 17, 2011 the City Council denied a Use Permit for our son Weston's daycare provider at 2701 Oakland Hills Drive. This is of outmost concern to our family because the care our 14 month old son receives will be impacted by this decision if we are required to find another daycare provider as a result.

We put a lot of care into choosing a daycare provider. We decided on a licensed childcare home because my mother-in-law ran a childcare home for many years. We wanted our son to receive the type of loving care he would receive if he were a member of a family. Our search included driving by several home daycare provider's homes as well as telephone and face-to-face interviews. We chose Roberta and Alex Cosgrove because their home is clean and they exhibited genuine affection towards our son.

In the year that Weston has been with Colorbook Castle Daycare our son has thrived. Every one we meet remarks at what a happy, well-adjusted child he is. We attribute this greatly to the care he receives from Roberta and Alex Cosgrove. They are patient and playful with him. He is always learning new things and can't wait to play with the other kids when we drop him off.

In addition to the great care our son receives while he is at daycare, our daycare providers have been an extension of our family. Having a newborn is often challenging because of health, developmental needs, and the individual issues we have as new parents. Roberta and Alex have been an excellent source of advice. This is especially important because our families are located out of state in Minnesota and Colorado.

We are very concerned that the decision regarding the Use Permit for their home may cause the closure or relocation of their home daycare. We sincerely hope that the decision last month to deny Roberta and Alex's Use Permit will be overturned when the decision is appealed again in the coming weeks. Please feel welcome to contact us if we may provide any additional support.

Sincerely,


James Van Houten


Genya Van Houten

City of Plano
1520 Avenue K
P. O. Box 860358
Plano, Texas 75086

November 16, 2011

Plano City Council Members:

My husband and I wanted to take a minute to tell you about our experience with Colorbook Castle Daycare, and the care our son, Lincoln, has been provided by Alex and Roberta "Bobbi" Cosgrove, and their staff. We could not be more pleased with the service they have given us over the last two years.

Defining what they provide as care is an extreme understatement. They show pure love to each one of the children they look after. They commit themselves to the growth and development of each kid. We are amazed at what Lincoln learns each day. They not only dedicate their lessons to education, but they also teach manners, motor skills, and social skills. Their daycare has structure that I try to mimic in our own home.

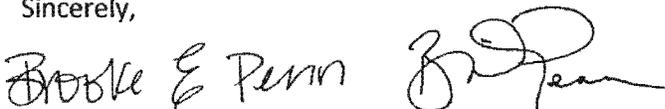
We can tell how much Lincoln loves his time with Alex, Bobbi, and Brandon. When we drop him off, he casually says goodbye to us and is ready to be with his friends, only after he hugs Alex and Bobbi. When we pick him up, he says 'bye bye' to everyone and kisses Bobbi goodbye, and occasionally says 'love you' to her. It is so comforting to know that we don't have to worry about Lincoln during the day because he is staying with someone who loves him as much as they do.

Bobbi even takes the time to provide educational material to the parents. When she receives childcare newsletters or reads an interesting article regarding children, she passes along the information to us. We receive letters on what the kids are learning, and in the letters, there are a few paragraphs on just how Lincoln is doing - what he seems to be picking up easiest on, what we can concentrate on developing at home, and how he interacts with others.

On your website, you mention that "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." By taking away the permit to Colorbook Castle Daycare, you are going against your mission. One of the number one concerns of parents is the quality of people who look after their precious angels. If all daycares cared about the children half as much as Alex and Bobbi do, that concern would be non-existent. You can very clearly see the passion that they have for taking care of children and beginning their path on becoming "quality" members of our community.

We are very welcome to discussing this issue further. Our son loves Alex, Bobbi, and Brandon like family. My husband and I love them because we can see how much they love our son. By removing their permit, you will be negatively affecting our lives, and the lives of the other families who have come to value the service their daycare has provided for over twelve years in Plano. Please consider your action carefully.

Sincerely,



Brooke and Brian Penn
(469) 766-2153

November 17, 2011

Bill & Julie Cunningham
9021 Culberson Dr.
Plano, TX. 75025
972-731-5509

Attention: Plano City Council
RE: Child Care Use Permit Hearing – Colorbook Castle Daycare

Dear Council,

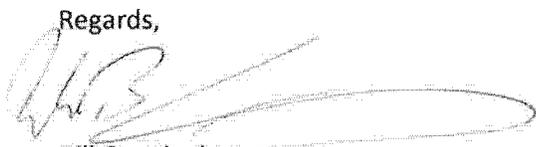
I am writing today to express my concern and implore you to allow this fine institution to continue to operate without restriction. My hope is that through this letter we can convince you that this child care provider is a contributor to society, the City of Plano and personally our own family. As a resident of the City of Plano we ask that you strongly consider their case.

As a new parent and dual employed household our very first concern after having our child was to find someone who would love and care for our child the same as we would. We immediately scheduled visits with well known institutional child care providers such as "Primrose" and "Crème De La Crème", believing that they would be best suited to provide the best care and learning environment for our children. After weeks of visits and a feeling of unease about the choices ahead of us a friend suggested that we contact Roberta Cosgrove at Colorbook Castle Daycare. This turned out to be exactly what we were looking for.

Colorbook Castle Daycare has changed our lives and that of our children. We don't view them as a "Day Care" or "School" but rather a part of our family. Colorbook Castle and the staff who care for our children have created an environment where our children are safe, cared for and educated. Colorbook Castle Daycare is more than a day care to our family and we encourage you to consider the value they provide when deciding the future of this group of fine individuals.

As a final testament to the value they bring to our society our daughter is excelling in measured skills for her age group. Having met parents and their children who have used Colorbook Castle in the past the response is universal. Colorbook Castle Daycare provides a safe learning environment for young children, giving them the tools to succeed in life and properly preparing them for educational growth. Colorbook Castle Daycare is an integral part of ours and our children's life and my hope is that it will continue to be for those who come behind us.

Regards,



Bill Cunningham



Julie Cunningham

November 20, 2011

City of Plano

Plano City Council

1520 Avenue K

Plano, Texas 75086

Council members,

We have been informed of your recent actions and potential impact to our former day care provider, Colorbook Castle Daycare. Our family would like to express the significance the daycare center had in providing to our family. Bobby and Alex provided us with a peace of mind in taking care of our son, setting a foundation of education, respect and love. The environment they offered is matched by no one. We evaluated many different daycare providers and hands down, we were fortunate they had an opening for us. The service is unique in what they can offer and reducing the opportunity for more children and families to experience would be a disappointment.

We appeal to you to enable Colorbook to continue to provide the valuable services it does to the community. Home care for children is a critical feature to any community, with Colorbook you have a first class asset, please do not diminish or take away from what they offer to Plano.

Sincerely,



David and Julie Lane

2568 Sleepy Hollow Trail

Frisco, TX 75034

(214) 407-7011

Noemi Landis
2503 S. Custer Rd.
McKinney, TX 75070

PLANO CITY COUNCIL

November 21, 2011

Dear Council Members:

My name is Noemi Landis. My husband, Damon Landis, and I decided to take our son Erik W. Landis, to Ms. Cosgrove when he was three months old. On October 9, 2011 Erik turned three years old. It took us 8 months of arduous research and interviews to find a home away from home for our child. We are living in interesting times when Daycare Centers has become an essential part on the development and the raising of the children of our Nation. People like Ms. Cosgrove are the silent pillars of our community. She works very hard and lovingly at providing outstanding care for all of our 12 children. We, the parents, are confident in her capacity to raise our little ones and we want this to remain the same until, we, the parents, choose otherwise.

Most parents choose very carefully the place and people that have an impact on our children's life. We are well aware of the impact a day care mom will have on our children. Yes, you read correctly, day care **MOM**. That is what in my opinion separates Ms. Cosgrove from other places. That is why we choose to take my son to Ms. Cosgrove. Her business met all the requirements we had to be able to carry on as a productive member of society while knowing our son was receiving superior care. Ms. Cosgrove is Erik's mom away from home. She is helping us raise him in the type of environment we want him to grow. We wanted him to be cared for in a family oriented environment by loving and honorable people. Raising children now days takes a village, and Erik and I are begging you not to disrupt our village. We want our village to be respected and protected from any changes. All the children in Ms. Cosgrove's home have been together since they were infants.

If your argument is that Ms. Cosgrove is not capable of caring for 12 children while providing outstanding support for all of our kids, we can attest that your assumption is incorrect. She **MAKES** time for all the children and keeps all the parents updated regularly. Additionally, her vigilant nature, extensive knowledge in children's development/behavior and her mother's intuition makes her notice any thing that happens under her roof. For example, a year ago, I was having some personal issues. Just because Ms. Cosgrove cared and she pays, when she noticed some minor changes in Erik's behavior, she pulled me aside to address her concerns. At that time she also provided me with a safe environment to share and discuss my personal situation. My point is that not only she took the time to listen because it was in Erik's best interest, but she also went out of her way to make sure I got the help I needed at that time to be a better mom. She makes a difference on the lives she touches everyday. Why would you

November 21, 2011

Page 2

prevent our children from being exposed and cared for by someone like Ms. Cosgrove? She cares and she makes a difference in the world.

Please, we beg you to reconsider your position. If we, the parents, do not want the situation to change and there have been no changes in the laws, city ordinance, zoning, or the number of children she has been caring for in all these years, why do you want to disturb the well being of our children?

Sincerely,

Damon and Noemi Landis.

SECTION 7

**SUPPLEMENTAL COVENANT REGARDING
2701 OAKLAND HILLS DRIVE
CITY OF PLANO, COLLIN COUNTY, TEXAS**



20060322000376540 03/22/2006 02:16:48 PM RS 1/6

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF COLLIN

§

THIS COVENANT REGARDING 2701 OAKLAND HILLS DRIVE (this "Instrument") is made this 27th day of May, 2005, by and between **ROBERTA J. COSGROVE** (hereinafter referred to as "Owner") and **RIDGEVIEW RANCH HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (hereinafter referred to as "Homeowners Association").

WITNESSETH:

WHEREAS, Ridgeview Ranch is a planned residential development comprised of individually-owned single-family residences located in the City of Plano, Collin County, Texas (hereinafter referred to as the "Development"); and

WHEREAS, Owner is the record owner of title to the land and improvements identified as:

Being Block M, Lot 20 of Ridgeview Ranch Phase 6, City of Plano, Collin County, Texas, and being more commonly known as 2701 Oakland Hills Drive, City of Plano, Collin County, Texas 75025 (hereinafter the "Property").

WHEREAS, the Property is Owner's single-family residence and domicile; and

WHEREAS, Centex Homes, a Nevada general partnership, acting as Declarant of the Development, recorded that certain Declaration of Covenants, Conditions and Restrictions for Ridgeview Ranch on August 1, 1996, under County Clerk's File No. 96-0064892 of the Real Property Records of Collin County, Texas, which declaration of covenants, conditions and restrictions may be amended and supplemented from time to time (hereinafter referred to collectively as the "Declaration"); and

WHEREAS, the Property is subject to that certain Declaration and any amendments or supplements thereto; and

WHEREAS, Article 7, Section 7.01 of the Declaration, provides as follows:

Residential Use. All Lots shall be used for single-family residential purposes only. Only one (1) detached single-family residence shall be erected, altered, placed or permitted to remain on any Lot.

WHEREAS, Article 7, Section 7.08, Subpart O of the Declaration establishes limitations on the business or commercial use of the Property, as well as such use by other properties located in the Development and provides as follows:

(O) No Lot or Improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Project, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring or giving music or art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

WHEREAS, on or about June 24, 2000

which Lawsuit involved a dispute over the interpretation and application of the Declaration's restrictive covenants as to the operation of a licensed in-home childcare facility at the Property; and

WHEREAS, the parties to the Lawsuit reached an amicable resolution of the disputed matters pursuant to which this Instrument is being recorded regarding the continued use of the Property as a licensed in-home childcare facility; and

WHEREAS, one of the purposes of this Instrument is to serve as notice to any future purchaser or grantee of the Property of these supplemental covenants, conditions and restrictions regarding use of the Property as a licensed in-home childcare facility.

* NOW, THEREFORE, Owner and the Homeowners Association hereby state and agree that this irrevocable supplemental covenant will govern the future relationships between the Property owner and the Homeowners Association as to the use of the Property as a licensed in-home childcare facility and agree that the Property may be used as a licensed in-home childcare facility forever as set forth herein. It is further agreed that the following supplemental covenants, conditions and restrictions shall govern the use and occupancy of the Property: *

a. No commercial signs may be erected or otherwise placed on the Property advertising, promoting, or identifying the Property as a licensed in-home childcare facility or business activity.

b. Such incidental non-residential use of the Property must comply with applicable parking requirements imposed by the City of Plano, Texas.

This Instrument is being executed and recorded as a supplement to, and clarification of, the Declaration as it pertains to the specific Property identified herein and the use of said Property.

IN WITNESS WHEREOF, the undersigned have caused this Instrument to be executed for the purposes stated herein.

[SIGNATURE PAGES FOLLOW]

**Recommendation of the Planning & Zoning Commission
October 17, 2011 Meeting
Second Vice-Chair's Report**

Zoning Case 2011-29 - Request for Specific Use Permit for Day Care Center (In-home) on 0.1± acre located at the northwest corner of Oakland Hills Drive and Norman Drive. Zoned Single-Family Residence-7.

Applicant: Roberta J. Cosgrove

Staff Recommendation: Approval

Commission Action: Request was denied 4-3. Chair Caso, Commissioners Smith, Hazelbaker, and Norton supported denial of the request. Comments included:

- The site for this in-home day care should not exceed the allowed eight children in accordance with the zoning ordinance.
- The City Council denied a similar request for a SUP, Zoning Case 2011-24, on October 10, 2011.

First Chair Downs, and Commissioners Balda and Dry supported approval of the request. Comments included:

- The property is appropriate for granting a SUP allowing the maximum 12 children for in-home day care.
- Despite the denial of a similar request by the City Council, each SUP for in-home day care should be evaluated individually.
- Drop off and pickup times are staggered to alleviate potential traffic issues.
- The property is located on a corner, accessed by a collector street. Since collector streets are designed to accommodate on-street parking, parents can park for pickups and drop offs without causing traffic congestion.
- Six letters were received from surrounding neighbors in support of the requested SUP with no letters in opposition. In-home day care is a use needed within the community.

Respectively submitted,



Michael Coleman
Second Vice Chair
Planning & Zoning Commission

DATE: October 18, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of October 17, 2011

**AGENDA ITEM NO. 9 - PUBLIC HEARING
ZONING CASE 2011-29
APPLICANT: ROBERTA J. COSGROVE**

Request for Specific Use Permit for Day Care Center (In-home) on 0.1± acre located at the northwest corner of Oakland Hills Drive and Norman Drive. Zoned Single-Family Residence-7.

APPROVED: _____ DENIED: 4-3 TABLED: _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: SUPPORT: 8 OPPOSE: 0

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

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

STIPULATIONS:

Denied.

Commissioners voting against the motion believe this property is an appropriate location for an In-Home Day Care Center allowing a maximum of 12 children, given that there were letters received in support and none in opposition to the request. Additionally, the Commissioners believe that the requested use is a service needed within the community.

BM/dw

xc: Roberta Cosgrove

CITY OF PLANO
PLANNING & ZONING COMMISSION

October 17, 2011

Agenda Item No. 9

Public Hearing: Zoning Case 2011-29

Applicant: Roberta J. Cosgrove

DESCRIPTION:

Request for Specific Use Permit for Day Care Center (In-home) on 0.1± acre located at the northwest corner of Oakland Hills Drive and Norman Drive. Zoned Single-Family Residence-7.

REMARKS:

The requested zoning is a Specific Use Permit (SUP) for Day Care Center (In-home). The Zoning Ordinance defines day care center (in-home) as an operation providing care in the caretaker's residence for less than 24 hours a day for up to 12 children under the age of 14, provided that the total number of children, including the caretaker's own children, is no more than 12 at any time. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

In order to ensure compliance with applicable zoning regulations and building code requirements, the Building Inspections Department has recently began requiring applicants to specify the number of children on an in-home day care center permit application. The in-home day care center permit application is linked to the fire safety inspection that applicants are required to obtain for their state licensing. Since the fire safety inspection is required annually, this allows the city a more effective manner to enforce zoning and health safety code requirements.

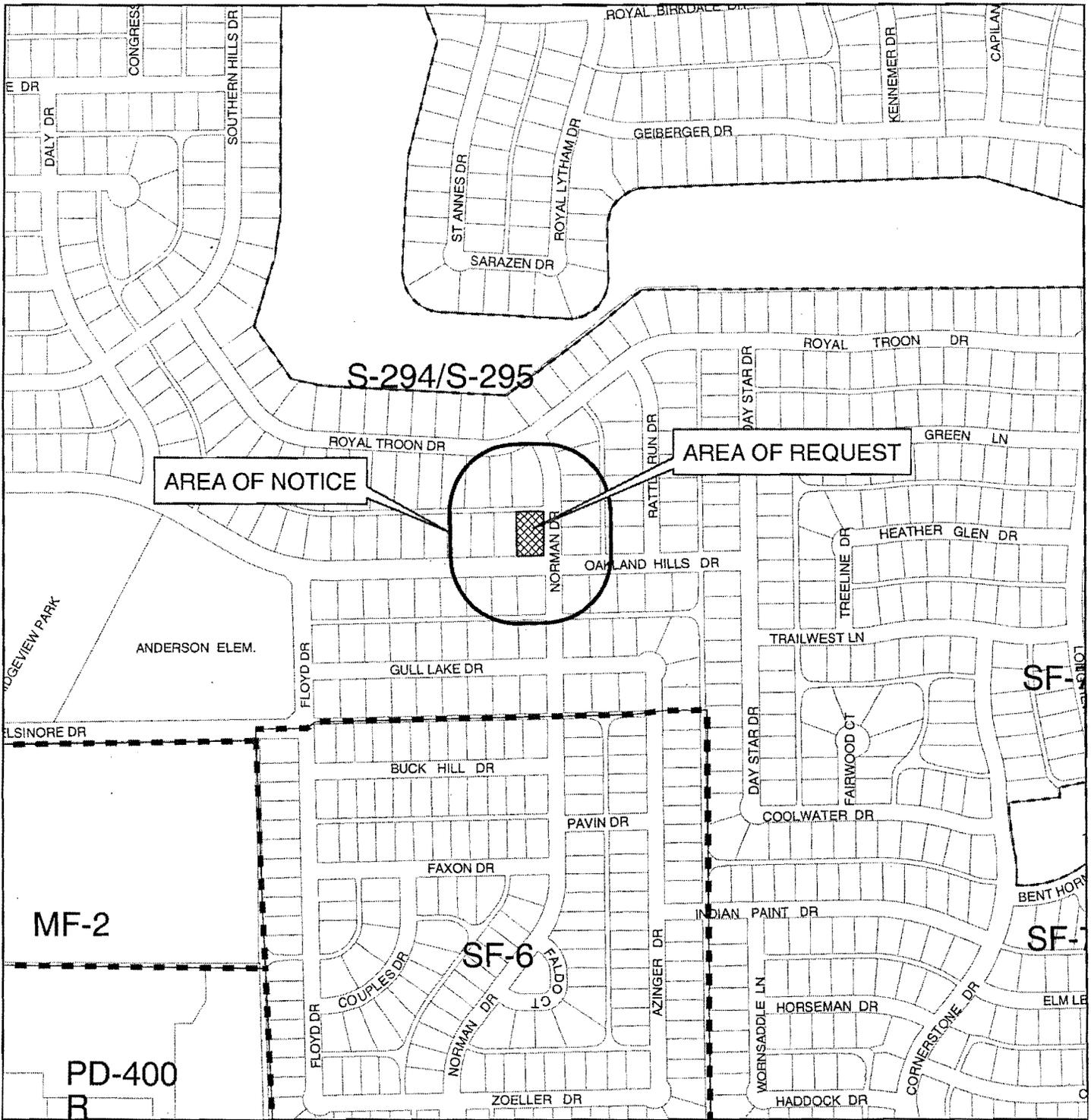
This is an existing in-home day care center and the applicant is seeking an SUP in order to provide child care to more than eight children. This in-home day care center has been in operation since late 1999 providing child care for six to seven children until the end of 2000 when the number of children increased to 12. The Zoning Ordinance requires an SUP for Day Care Center (In-home) that provides care to more than eight children. Due to the increased number of children, the applicant could not obtain a Certificate of Occupancy (CO) without an SUP for Day Care Center (In-home) to meet the Zoning Ordinance requirements, as well as to meet the state requirement as noted

above. The applicant is also required to comply with Subsection 3.110 (Home Occupations) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Zoning Ordinance.

Children at this in-home day care center are dropped off and picked up at different times, in order to minimize possible traffic problems within the neighborhood. The location of the subject property is at the northwest corner of Oakland Hills Drive, a collector street, and Norman Drive which provides good traffic circulation for drop off and pick up times. While the property is in the middle of a neighborhood, the corner location of the property allows parents to park along the front or on the side of the property when dropping off and picking up their children, thereby minimizing traffic congestion within the neighborhood. The collector street, Oakland Hills Drive, is a wider pavement width (37 feet) designed to accommodate on-street parking while still allowing remaining traffic to circulate through the neighborhood.

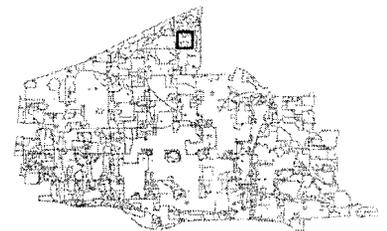
RECOMMENDATION:

Recommended for approval as submitted.



Zoning Case #: 2011-29

Existing Zoning: SINGLE-FAMILY RESIDENCE-7



○ 200' Notification Buffer

December 12, 2011

City of Plano
City Council
c/o Planning Dept.
P.O. Box 860358
Plano, TX 75086-0358

Dear Planning and Zoning Commission
And City Council Members:

My wife and I moved into our current residence at 2700 Royal Troon Drive in late 1998. In 1999, a single family home was constructed immediately across the alley from us, at 2701 Oakland Hills Drive. The home was built by Centex homes, with special modifications that would make the home suitable as an in-home day care. The home was occupied in 1999 by Roberta Cosgrove and her husband Alex. They began operation of their in-home day care shortly thereafter.

Roberta and Alex have run their business in a professional and thoughtful manner for 12 years. The additional traffic that comes with the operation of an in-home business has never caused a problem or inconvenience for us, due to the strict rules for drop off and pick up that the Cosgroves clients must follow. I only wish that our other neighbors were as thoughtful when conducting their garage sales. We can expect extended periods of driveway and alley blockage when these sales take place. In 12 years of day care operation by the Cosgroves, no traffic problems whatsoever have occurred.

The Cosgroves have a policy of only keeping very young children, so the noise coming from their backyard has been minimal. On many days, it is not noticeable at all. I have often wondered how many children were in their care, largely because there is little evidence that a day care is being operated.

We strongly believe that the Cosgroves have earned the right to continue their day care operation for as long as they choose to do so. All that we would ask is that any new owners (if and when the Cosgroves sell their property) apply for their own special use permit. The Cosgroves have earned their special use permit by conscientiously operating their business. An unidentified third party has earned nothing, and should prove to their neighbors that they are also worthy of a special use permit.

In summary, we strongly recommend the approval of the special use permit requested in Zoning Case 2011-29. Thank you for the opportunity to express our views on this matter.

Respectfully,


James R. Fortner

APPEAL FOR ZONING CASE 2011-29

City Council
c/o Planning Department
P.O. Box 860358
Plano, TX 75086-0358

RECEIVED
DEC 14 2011
PLANNING DEPT.

Dear Councilmembers:

*****PLEASE TYPE OR USE BLACK INK*****

I am **FOR** the zoning appeal as explained on the attached cover sheet for Zoning Case 2011-29.

I am **AGAINST** the zoning appeal as explained on the attached cover sheet for Zoning Case 2011-29.

Date, Time & Location of Meeting: **TUESDAY, DECEMBER 20, 2011, 7:00 P.M.**
Plano Municipal Center, 1520 K Avenue

LOCATION OF PROPOSED ZONING CHANGE This is a request for Specific Use Permit for Day Care Center (In-home) on 0.1± acre located at the northwest corner of Oakland Hills Drive and Norman Drive. Zoned Single-Family Residence-7.

REQUESTED ZONING: The requested zoning is a Specific Use Permit (SUP) for Day Care Center (In-home). The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application. A day care center (in-home) is defined as an operation providing care in the caretaker's residence for less than 24 hours a day for up to 12 children under the age of 14, provided that the total number of children, including the caretaker's own children, is no more than 12 at any time.

JANICE + RON VELLEFF
Name (Please Print)
2705 Mull Lake Dr
Address

Janice Velleff
Signature
12-7-2011
Date

BM

APPEAL FOR ZONING CASE 2011-29

City Council
c/o Planning Department
P.O. Box 860358
Plano, TX 75086-0358

RECEIVED
DEC - 8 2011
PLANNING DEPT

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K.J. Alexander

Name (Please Print)

[Handwritten Signature]

Signature

2701 OAKLAND HILLS DR.

Address

12/7/11

Date

BM

APPEAL FOR ZONING CASE 2011-29

City Council
c/o Planning Department
P.O. Box 860358
Plano, TX 75086-0358

RECEIVED
12 2011
PLANNING DEPT.

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There are no problems with Roberta having a daycare across the street from my house. She's had it for years with no issues. Please let her keep her business.

Kelly Scott
Name (Please Print)

Kelly Scott
Signature

9316 Norman Dr.
Address

12/5/11
Date

I don't understand why the planning + zoning commission denied her a permit when all the neighbors are in favor of her having the daycare in her house.