

# CITY COUNCIL

1520 AVENUE K



DATE: 5/28/2013

CALL TO ORDER: 7:00 p.m.

INVOCATION: Sr. Pastor Paul Gould  
First United Methodist Church Plano

PLEDGE OF ALLEGIANCE: Representatives of the Boys & Girls Clubs of  
Collin County Plano

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

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><b><u>Approval of Minutes</u></b>            May 13, 2013            May 20, 2013</p>	
	<p><b><u>Approval of Expenditures</u></b>  <b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p>	
(b)	<p>Bid No. 2013-217-B for Brookview Drive-Trailridge to Rigsbee to Jim Bowman Construction Co., LP in the amount of \$243,837 and authorizing the City Manager to execute all necessary documents.</p>	
	<p><b><u>Purchase from an Existing Contract</u></b></p>	
(c)	<p>To approve the purchase of one (1) John Deere Excavator for Fleet Services, to be utilized by Compost Operations, from RDO Equipment Co., in the amount of \$301,375 through an existing contract/agreement with TASB/BuyBoard, and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 345-10)</p>	
(d)	<p>To approve a one (1) year contract for the purchase of GETAC rugged laptop computers for the Police Department in an estimated annual amount of \$374,500 from Hewlett-Packard Company through an existing contract with DIR, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1364)</p>	
	<p><b><u>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</u></b></p>	
(e)	<p>To approve a Professional Services Agreement by and between the City of Plano and Halff Associates, Inc. in the amount of \$81,940 for Arbor Hills Park &amp; Parker Road Erosion Control Repair project and authorizing the City Manager to execute all necessary documents.</p>	
(f)	<p>To approve a Professional Services Agreement by and between the City of Plano and HDR Engineering, Inc. in the amount of \$239,420 for Improvement to Intersections - Park Boulevard at Dallas North Tollway, Parker Road at Dallas North Tollway, Alma Drive and Spring Creek Parkway, and authorizing the City Manager to execute all necessary documents.</p>	
(g)	<p>To approve a contract made and entered into by and between the City of Plano and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's June 15, 2013 Runoff Election in the estimated amount of \$49,071.</p>	
	<p><b><u>Approval of Expenditure</u></b></p>	
(h)	<p>To approve an expenditure for Bulk Fertilizer for Parks and Recreation Department to Greensmiths, Inc., in the amount of \$61,000 and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	<p>To ratify prior payments for the months of December 2012 and March 2013 in the amounts of \$57,651 and \$51,533 and approve expenditures in accordance with the current contract for Credit Card Payment Processing Services in the estimated monthly amount of \$40,000 to \$60,000 on a month by month basis, to JPMorgan Chase Bank and authorizing the City Manager to execute all necessary documents. (2008-67-C)</p>	
	<p><b><u>Adoption of Resolutions</u></b></p>	
(j)	<p>To approve the terms and conditions of an Economic Development Incentive Agreement by and between MedSys Group, LLC, a Texas limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(k)	<p>To approve the terms and conditions of an Economic Development Incentive Agreement by and between Traveling Coaches, Inc., a Texas corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(l)	<p>To approve the terms and conditions of an Interlocal Agreement by and between City of Plano and the University of Texas at Dallas for improvements to Mapleshade Lane; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>	
(m)	<p>To nominate Raytheon Company to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.</p>	
(n)	<p>To amend a License Agreement approved by Plano City Council on June 8, 1987, and a First Amendment to Communications Facilities License approved by Plano City Council on December 14, 1992, by and between the City of Plano, Texas, and AT&amp;T Communications, Inc. of the Southwest, a New York corporation, to establish a precise termination date; authorizing its execution by the City Manager; and providing an effective date.</p>	
(o)	<p>To approve the hiring of Samuel D. Hawk as Assistant City Attorney by the City Attorney; and providing an effective date.</p>	
	<p><b><u>Adoption of Ordinances</u></b></p>	
(p)	<p>To amend Section 12-73.1 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to enact school zones for summer school sessions; 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.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(q)	To transfer the sum of \$49,071 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2012-13 for the purpose of providing funds for the estimated costs associated with conducting a Runoff Election on June 15, 2013, which was ordered on May 20, 2013; amending the Budget of the City and Ordinance No. 2012-9-8, Section 1, Item "A" to reflect the action taken herein; declaring this action to be a case of public necessity; and providing an effective date.	
(r)	To adopt and enact Supplement Number 103 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	Public Hearing and consideration of an Ordinance to designate a certain area within the City of Plano, Texas as Reinvestment Zone No. 134 for tax abatement, consisting of a 5.435 acre tract of land located in the Maria C. Vela Survey, Abstract No. 935, Collin County and described in Exhibit "A" attached hereto in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.	
(2)	Consideration of a Resolution to approve the terms and conditions of an Agreement by and between the City of Plano, Texas and Thomson Reuters Application, Inc., a Delaware corporation, providing for a business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date.	
(3)	Consideration of an Appeal of the Heritage Commission's Denial of a Certificate of Appropriateness to replace existing 6 1/2" exposure, drop style, 3/4" thick wood siding with 6 3/4" exposure, 5/16" thick, "Custom Colonial", smooth-finish HardiePlank lap siding at front (north) and both side (east and west) elevations of the structure located at 808 E. 18th Street. Zoned Retail (R), Heritage Resource #20 Designation (H-20). Applicant: Frank Pollacia	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
May 13, 2013**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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 5:03 p.m., Monday, May 13, 2013, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 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 5:57 p.m.

**Consideration and action resulting from Executive Session discussion - Personnel:  
Reappointment/Appointment**

Board of Adjustment

Upon a motion made by Council Member Gallagher and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to designate Mark R. Godfrey as a regular member and to appoint Robert Allen Miller as an alternate.

North Texas Municipal Water District

A motion was made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Harris to reappoint Jerry E. Yancey. The Council voted 7-1 with Council Member Duggan voting in opposition. The motion carried.

## **North Texas Municipal Water District Report**

Jim Parks, Executive Director of the North Texas Municipal Water District provided information on current water levels and the anticipated 2014 opening of a pipeline to bring in water directly from Lake Texoma. He spoke to factors contributing to implementation of Stage 3 water restrictions including current reservoir levels, the extended weather forecast and restrictions on the use of Lake Texoma supply due to the zebra mussel infestation. Mr. Parks advised regarding additional raw water supplied by the City of Dallas, completion of an ozonation project in 2014, and evaluation of the yard waste program.

He responded to the Council regarding implementation of Stage 3 restrictions, advising that there are no penalties for noncompliance in member city agreements and he spoke to district work with cities on implementation. Mr. Parks responded to Deputy Mayor Pro Tem Harris, advising that Lake Lavon was originally constructed, and still serves, as a flood control mechanism so that water must be released when levels are extremely high. He further stated that the district is looking to establish a new transfer station and spoke to all member cities having a “take or pay” contract and the challenges of recognizing those that attain conservation levels. He responded to Council Member Gallagher regarding future expectations, citing the construction of a reservoir in Fannin County and the difficulty in anticipating factors related to supply.

## **Removal of Median Left Turn at Preston & Legacy**

Director of Public Works/Engineering Cosgrove spoke to the opening of the median left turn July 2010 and resultant issues. He advised that Staff is now working with TxDOT to reinstate a traditional intersection by modifying pavement markings, signage and signals. He stated that since no pavement will be removed, no funding will be returned to TxDOT and advised that completion will be based on their approval. City Manager Glasscock spoke to the resulting increased congestion at the intersection following revision and Mr. Cosgrove spoke to development of educational materials to inform the public.

## **Update Regarding Downtown Lighting and Parking Signage**

Chief Building Official Mata spoke to City installation of 15 lighted parking signs. He reviewed the pricing and various formats and spoke to the possible conflict with the City’s logo. The Council stated a consensus in directing Staff to move forward with a sign including only the parking symbol and directional arrow.

Director of Public Works/Engineering Cosgrove reviewed lighting in the Downtown area, savings gained by the use of LED fixtures and grants paying for most of the installations.

## **Council items for discussion/action on future agendas**

No items were discussed.

### **Consent and Regular Agendas**

Council Member Dunlap requested that Consent Agenda Items “E,” Bid No. 2013-174-B for the Plano Park 1 – Street Reconstruction and Water Main Replacement project to Jim Bowman Construction Co., L.P. in the amount of \$1,412,916; and “G,” Bid No. 2013-148-B for the Greenhollow Estates Waterline Rehabilitation Project to Jim Bowman Construction Co., L.P., in the amount of \$2,089,375 be removed for individual consideration due to possible conflicts of interest.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:50 p.m.

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**Phil Dyer, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL**  
**May 13, 2013**

**COUNCIL MEMBERS PRESENT**

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

**STAFF PRESENT**

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 convened the Council into the Regular Session on Monday, May 13, 2013, at 7:02 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

John Chen, Children's Pastor of Plano Chinese Alliance Church led the invocation and Jr. Girl Scout Troop 8638 of Aldridge & Weatherford Elementary Schools led the Pledge of Allegiance.

Mayor Dyer recognized the Standberry Scholarship recipients, the 2013 Living Legend Volunteer, National Historic Preservation Month, Bike to Work Day, and the Plano Employees of the Year.

**COMMENTS OF PUBLIC INTEREST**

Citizen Arthur Townsend spoke regarding his right to address the Council.

**CONSENT AGENDA**

Council Member Dunlap requested that Consent Agenda Items "E" and "G" be removed for individual consideration due to possible conflicts of interest.

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

**Approval of Minutes** (Consent Agenda Item “A”)  
April 22, 2013

**Approval of Expenditures**

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

**Bid No. 2013-64-C** for a one (1) year contract with three (3) City optional renewals for Top Soil, Sand and Expanded Shale for the Public Works, Environmental Waste Services Division, to CJA Enterprises LLP in the estimated annual amount of \$65,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2013-201-B** for Parker Road - Parkwood Boulevard Intersection to XIT Paving and Construction, Inc. in the amount of \$409,802 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2013-193-B** for Dallas North Estates 3 to RKM Utility Services, Inc. in the amount of \$1,325,794 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**Bid No. 2013-207-B** for the 2012-13 Arterial Concrete Pavement Rehab, Alma Drive – Parker Road to Hedcoxe Road, Project No. 6291 to Jerusalem Corporation, in the amount of \$1,449,998 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

**Bid No. 2013-202-B** for High Point Tennis Center Courts Resurfacing and Windscreens to Courts-N-Stuff in the amount of \$125,936 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

**Bid No. 2013-178-B** for Heritage Yards Bleacher Shade Structures to HQS Construction, LLC in the amount of \$169,623 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

**Bid No. 2013-208-B** for the purchase of two (2) 3/4 Ton Chevrolet Suburbans from Caldwell Country Automotive in the amount of \$93,980 for Fleet Services, to be utilized by the Fire Department, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

**CSP No. 2012-181-C** for a three (3) year contract with two (2) City optional one year renewals, for Work Order and Asset Management System for Parks and Recreation and Public Works to Cartegraph Systems, Inc. in the amount of \$158,000 for the 1st year and an estimated annual amount of \$51,670 for each of the following 2 years and an estimated amount of \$53,000 for each of years 4 and 5, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

### **Purchase from an Existing Contract**

To approve a one (1) year contract with three (3) City optional renewals for the purchase of Fire Hydrants and Repair Parts for the Warehouse to be utilized by Public Works in an estimated annual amount of \$90,000 from HD Supply Waterworks, LTD, through an existing contract/agreement with the City of Fort Worth, and authorizing the City Manager to execute all necessary documents. (City of Fort Worth Contract #12-0063) (Consent Agenda Item “L”)

### **Approval of Contract Modification**

To approve and authorize Contract Modification No. 1 for the purchase of additional engineering and surveying services for Screening and Retaining Walls – Custer, Independence and US 75 project in the amount of \$45,720 from R-Delta Engineering, Inc. (Consent Agenda Item “M”)

### **Approval of Change Order**

To Archer Western Construction, LLC, decreasing the contract by \$215,743 for Custer Pump Station, Change Order No. 3. Original Bid No. 2011-233-B. (Consent Agenda Item “N”)

### **Approval of Expenditure**

To approve of the ratification of expenditures exceeding the awarded amount by \$724,946 and approve additional award in the amount of \$286,850 for the purchase of concrete from Redi-Mix LLC to be utilized by Public Works, and authorizing the City Manager to execute all necessary documents (2009-99-C). (Consent Agenda Item “O”)

### **Adoption of Resolutions**

**Resolution No. 2013-5-1(R):** To repeal Resolution No. 2005-12-12(R) and approve and authorize revised golf course green fees at Pecan Hollow Golf Course; and providing an effective date. (Consent Agenda Item “P”)

**Resolution No. 2013-5-2(R):** To authorize continued participation with the Steering Committee of Cities Served by Oncor; authorizing the payment of ten cents per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company, LLC; and providing an effective date. (Consent Agenda Item “Q”)

**Resolution No. 2013-5-3(R):** To approve the Investment Portfolio Summary for the quarter ending March 31, 2013 and providing an effective date. (Consent Agenda Item “R”)

**Resolution No. 2013-5-4(R):** To approve the hiring of Jennifer A. Knox- Walker as Assistant City Attorney by the City Attorney; and providing an effective date. (Consent Agenda Item “S”)

**Resolution No. 2013-5-5(R):** To repeal and replace Resolution No. 2013-4-1(R) approving the purchase of 6,755 sq. ft. of land for Street Right of Way located at the northwest corner of Preston Road and Spring Creek Parkway from Passco Waters Edge, LP., and authorizing the City Manager or his authorized designee to execute any necessary documents; and providing an effective date. (Consent Agenda Item “T”)

### **Adoption of Ordinances**

**Ordinance No. 2013-5-6:** To abandon all right, title and interest of the City, in and to a portion of that certain 15-foot Drainage Easement recorded in Volume Q, Page 293 of the Plat Records of Collin County, Texas and being situated in the Daniel Rowlett Survey, Abstract No. 738, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, CB Jeni – Chase Oaks Village II, LLC, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “U”)

**Ordinance No. 2013-5-7:** To abandon all right, title and interest of the City, in and to that certain 25’ x 25’ Drainage Easement recorded in Volume 4551, Page 2929, a certain 25’ x 450’ Temporary Construction Easement recorded in Volume 4551, Page 2953, and a certain 25’ wide Water Line and Sanitary Sewer Easement recorded in Volume 4551, Page 2921 of the Deed Records of Collin County, Texas and being situated in the H. B. Miller Survey, Abstract No. 614, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, PARK PLACE LX LAND COMPANY NO. 1, LTD., to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “V”)

### **END OF CONSENT**

Due to possible conflicts of interest, Council Member Dunlap stepped down from the bench on the following two items which were considered concurrently.

**Bid No. 2013-174-B** for the Plano Park 1 – Street Reconstruction and Water Main Replacement project to Jim Bowman Construction Co., L.P. in the amount of \$1,412,916 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

**Bid No. 2013-148-B** for the Greenhollow Estates Waterline Rehabilitation Project to Jim Bowman Construction Co., L.P., in the amount of \$2,089,375 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

Upon a motion made by Mayor Pro Tem Lissa Smith and seconded by Council Member Davidson, the Council voted 7-0 to approve Bid No. 2013-174-B for the Plano Park 1 – Street Reconstruction and Water Main Replacement project to Jim Bowman Construction Co., L.P. in the amount of \$1,412,916 and Bid No. 2013-148-B for the Greenhollow Estates Waterline Rehabilitation Project to Jim Bowman Construction Co., L.P., in the amount of \$2,089,375.

Council Member Dunlap resumed his seat at the dais.

**Public Hearing and adoption of Ordinance No. 2013-5-8** as requested in Zoning Case 2013-08 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to expand Specific Use Permit No. 468 for the additional use of Health/Fitness Center on 3.1± acres of land located on the north side of Legacy Drive, 345± feet east of Preston Road, in the City of Plano, Collin County, Texas, presently zoned General Office; 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: Scherer I, Ltd. (Regular Agenda Item “1”)

Director of Planning Jarrell advised that the owner of the adjacent health/fitness center plans to acquire the 3.1± acre subject property and construct a new indoor tennis building which they would own and operate. She advised that the Planning and Zoning Commission recommended approval as submitted.

Mayor Dyer opened the Public Hearing. Bill Dahlstrom, representing the applicant, spoke regarding Lifetime Fitness and the planned facility. No one else spoke for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Duggan and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to expand Specific Use Permit No. 468 for the additional use of Health/Fitness Center on 3.1± acres of land located on the north side of Legacy Drive, 345± feet east of Preston Road, as requested in Zoning Case 2013-08 and as recommended by the Planning and Zoning Commission; and further to adopt Ordinance No. 2013-5-8.

**Consideration of a request for a revised preliminary site plan/revised concept plan** and to participate in a Parking Reduction Program for a Health/Fitness Center and General Office on two lots on 19.0± acres located generally at the northeast corner of Legacy Drive and Preston Road. Zoned General Office/Preston Road Overlay District with Specific Use Permit #468 for Health/Fitness Center. Applicant: Scherer I, Ltd. (Regular Agenda Item “2”)

Director of Planning Jarrell advised that the applicant is requesting a parking deferment under Subsection 3.1112 of the Zoning Ordinance which must be approved by the City Council. She stated that developers, after providing documentation of the estimated actual demand for parking, may be granted a deferment and agree to construct parking if necessary. Ms. Jarrell advised that the Planning and Zoning Commission recommended approval of the request subject to:

1. City Council approval of the request for a parking reduction;
2. The applicant executing a performance agreement with the city, subject to approval by the City Attorney; and
3. Dedication of parking easements for the deferred parking areas on Lot 1R.

**Consideration of a request for a revised preliminary site plan/revised concept plan (cont'd)**

Bill Dahlstrom, representing the applicant, requested approval and spoke to the applicant's willingness to enter into the performance agreement.

Upon a motion made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to approve a request for a revised preliminary site plan/revised concept plan and for participation in a Parking Reduction Program by a Health/Fitness Center and General Office on two lots on 19.0± acres located generally at the northeast corner of Legacy Drive and Preston Road as recommended by the Planning and Zoning Commission.

Council Member Dunlap spoke regarding his service on the Council and other boards/committees, contributions to the community and decision to relocate. Mayor Dyer thanked him for his service.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 7:38 p.m.

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**Phil Dyer, MAYOR**

ATTEST

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Diane Zucco, City Secretary

**PLANO CITY COUNCIL  
SPECIAL CALLED SESSION  
MAY 20, 2013**

**COUNCIL MEMBERS PRESENT**

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

**Council Members Elected**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem

**STAFF PRESENT**

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 5:08 p.m., Monday, May 20, 2013, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present. The following matters were discussed.

**Resolution No. 2013-5-9(R):** To canvass the returns and declare the results of the bond election held May 11, 2013. (Agenda Item "I")

City Secretary Zucco read the number of votes received for and against each proposition.

Upon completion of the canvass, Mayor Pro Tem Smith stated that the election returns of the Special Called Bond Election had been canvassed and all votes accounted for as certified by the Elections Administrators of Collin and Denton Counties, with a total of 19,110 City ballots cast and made a motion to adopt a resolution to canvass the returns and declare the results of the bond election held May 11, 2013; and further to adopt Resolution No. 2013-5-9(R). Deputy Mayor Pro Tem Harris seconded the motion and the Council voted 8-0. The motion carried.

**Resolution No. 2013-5-10(R):** To canvass the election returns of the Special Election held in conjunction with the General Election of May 11, 2013, for the purpose of approving the legal sale of all alcoholic beverages for off-premise consumption only; declaring the results; and resolving other matters on the subject. (Agenda Item “II”)

City Secretary Zucco read the number of votes received for and against the measure.

Upon completion of the canvass, Deputy Mayor Pro Tem Harris stated that the election returns of the Special Local Option Election had been canvassed and all votes accounted for as certified by the Elections Administrators of Collin and Denton Counties, with a total of 19,110 City ballots cast and made a motion to adopt a resolution to canvass election returns of the Special Election held in conjunction with the General Election of May 11, 2013, for the purpose of approving the legal sale of all alcoholic beverages for off-premise consumption only; and further to adopt Resolution No. 2013-5-10(R). Mayor Pro Tem Smith seconded the motion and the Council voted 8-0. The motion carried.

**Resolution No. 2013-5-11(R):** To canvass the election returns of the General Election of May 11, 2013, for the election of four members of Council [Places 2, 4, 6 (Mayor) and 8] for a term of four years; declaring the results; and resolving other matters on the subject. (Agenda Item “III”)

City Secretary Zucco read the number of votes received by each candidate.

Upon completion of the canvass, Mayor Pro Tem Smith stated that the election returns of the General Election had been canvassed and all votes accounted for as certified by the Elections Administrators of Collin and Denton Counties, with a total of 19,110 City ballots cast and further made a motion to adopt a resolution to approve the canvass of General Election returns of May 11, 2013, and declare that Ben Harris was elected to Place Two, Lissa Smith was elected to Place Four, and Harry LaRosiliere was elected to Place Six (Mayor) to serve for a period of four years and that no candidate received a majority of the votes cast in Place Eight; and further to adopt Resolution No. 2013-5-11(R). Deputy Mayor Pro Tem Harris seconded the motion and the Council voted 8-0. The motion carried.

**Remarks from Outgoing Council Members** (Agenda Item “IV”)

Mayor Dyer thanked those in attendance and the Council for their work during his tenure. He spoke to the dedication of Staff and the successful passage of bond propositions reflecting citizen support for their community.

**Oaths of Office for newly-elected Council Members** (Agenda Item “V”)

City Secretary Zucco administered the oath of office to elected Mayor Harry LaRosiliere and Mayor Dyer presented him with his Certificate of Election. Ms. Zucco administered oaths of office to elected Council Members Smith and Harris and Mayor LaRosiliere presented them with their Certificates of Election after which time they assumed their seats at the dais.

**Ordinance No. 2013-5-12:** To order a Runoff Election to be held on June 15, 2013, for the purpose of electing one Member of Council to Place No. 8; to the City Council to hold office for a period of four years; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date. (Agenda Item “VI”)

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Davidson, the Council voted 8-0 to order a Runoff Election to be held on June 15, 2013, for the purpose of electing one Member of Council to Place No. 8; to hold office for a period of four years; and further to adopt Ordinance No. 2013-5-12.

Nothing further was discussed. Mayor LaRosiliere adjourned the Special Called Session at 5:30 p.m.

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Harry LaRosiliere, Mayor

ATTEST

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Diane Zucco, City Secretary

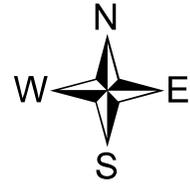


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

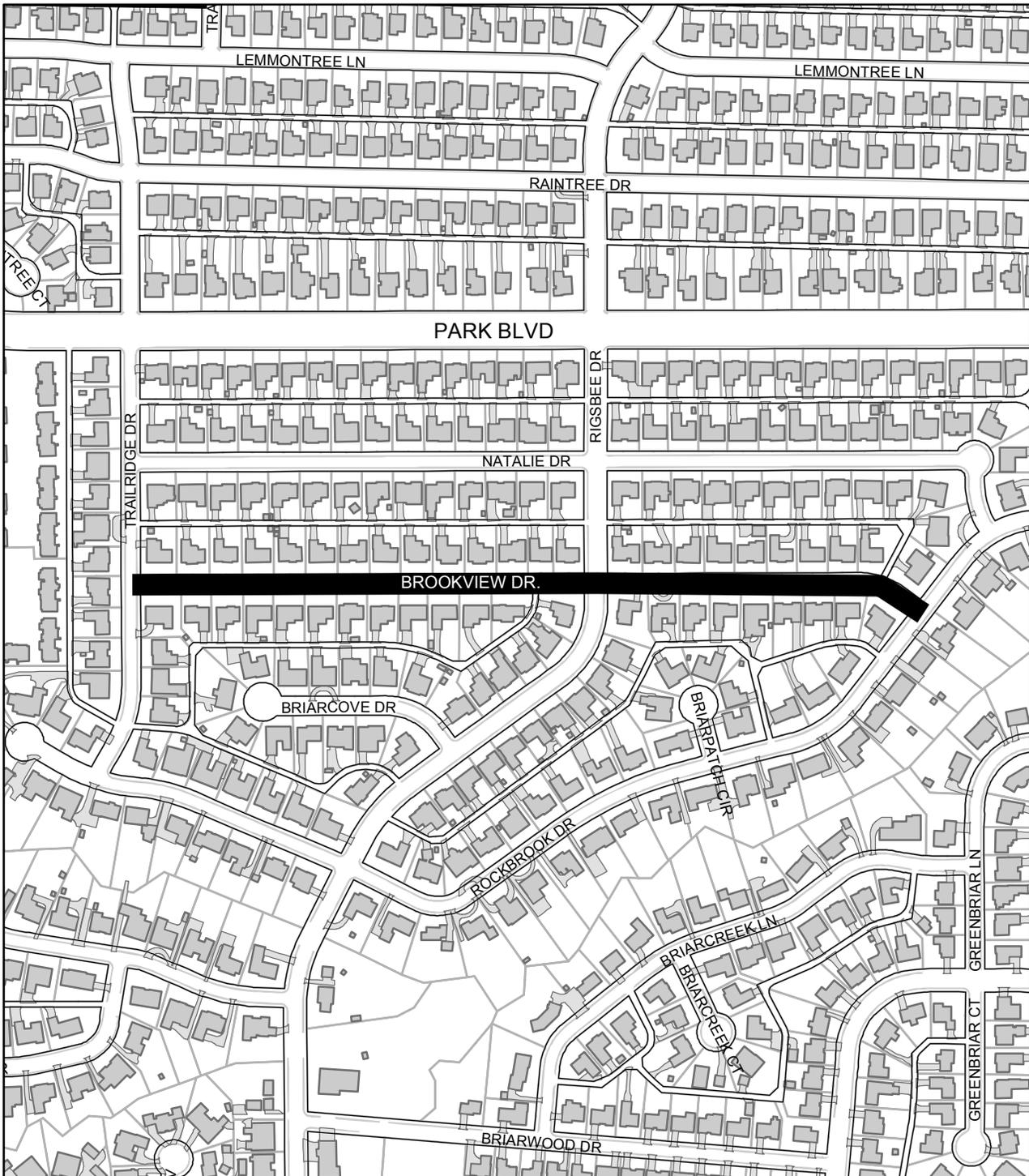
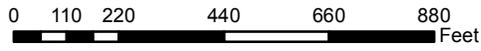
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/28/13		
Department:		Engineering		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):			<b>Kathleen Schonne 7198</b>	
			<b>Project No. 6188.1</b>	
<b>CAPTION</b>				
Award of Bid No. 2013-217-B for Brookview Drive-Trailridge to Rigsbee to Jim Bowman Construction Co., LP in the amount of \$243,837 and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	23,800	274,200	0	<b>298,000</b>
Encumbered/Expended Amount	-23,800	-9,925	0	<b>-33,725</b>
This Item	0	-243,837	0	<b>-243,837</b>
<b>BALANCE</b>	<b>0</b>	<b>20,438</b>	<b>0</b>	<b>20,438</b>
<b>FUND(S):    STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$243,837, will leave a current year blance of \$20,438 for the Brookview Drive – Trailridge to Rigsbee project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Reconstruction of residential streets and sidewalks relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods – 1<sup>st</sup> Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the award of the alternate bid for green cement to Jim Bowman Construction Co., LP in the amount of \$243,837.00, be accepted as the lowest responsible bid conditioned upon timely execution of all necessary contract documents.</p> <p>The second vendor being recommended is Estrada Concrete Co. LLC in the amount of \$262,125. Engineers estimate was \$320,000.</p> <p>This project includes complete reconstruction of existing sidewalks, barrier-free ramp and some pavement repair along Brookview Drive – Trailridge Drive to Rockbrook Drive.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Bid Recap			N/A	

# LOCATION MAP

## PROJECT # 6188.1 BROOKVIEW DRIVE



1 in = 400 ft



# CITY OF PLANO

**BID NO. 2013-217-B  
BROOKVIEW DRIVE – TRAILRIDGE TO RIGSBEE –  
PROJECT NO. 6188.1  
BID RECAP**

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**Bid opening Date/Time:** April 29, 2013 @ 3:00 PM

**Number of Vendors Notified:** 5,072

**Vendors Submitting “No Bids”:** 0

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

**Number of Bids Submitted:** 4

	<b><u>Total Base Bid</u></b>	<b><u>Total Alternate Bid</u></b>
<b>JIM BOWMAN CONSTRUCTION CO., LP</b>	<b>\$243,837.00</b>	<b>\$243,837.00</b>
ESTRADA CONCRETE CO., LLC	\$262,125.00	\$262,125.00
PLATINUM PAVING	\$305,265.00	\$305,265.00
JERUSALEM CORPORATION	\$310,730.00	\$310,730.00

**Recommended Vendor:**

JIM BOWMAN CONSTRUCTION CO., LP \$243,837.00

*Perry Neeley*

April 29, 2013

---

Perry Neeley, Buyer

---

Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/28/13		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): <b>Earl Whitaker x 7074</b>				
<b>CAPTION</b>				
To approve the purchase of one (1) John Deere Excavator for Fleet Services, to be utilized by Compost Operations, from RDO Equipment Co., in the amount of \$301,375, through an existing contract/agreement with TASB/BuyBoard, and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 345-10)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	350,000	0	<b>350,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-301,375	0	<b>-301,375</b>
BALANCE	0	48,625	0	<b>48,625</b>
<b>FUND(S): EQUIPMENT REPLACEMENT FUND</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Adopted Budget to purchase one (1) John Deere Excavator for the scheduled replacement of unit #01501 in Cost Center #714/Compost Operations. Remaining balance will be used for other Fleet and Equipment purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing one (1) John Deere Excavator for the City of Plano's Compost Operations Department relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends the purchase of one (1) John Deere Excavator for Fleet Services to be utilized by Compost Operations from RDO Equipment Co., in the amount of \$301,375 through an existing contract/agreement with TASB/BuyBoard. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/Buyboard Contract No. 345-10 / City of Plano Internal Contract No. 2013-182-O)</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo			N/A	

## **MEMORANDUM**

Date: May 8, 2013  
To: Bruce D. Glasscock, City Manager  
From: Reid Choate, Fleet Manager  
Subject: Excavator Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) John Deere 350GLC Excavator from RDO Equipment Co., through the TASB/Buyboard contract # 345-10 in the amount of \$301,375.00.

In order to garner competition, Buy Board & HGAC cooperative quotes were solicited from three (3) vendors, (RDO Equipment Co., Holt Cat, and Kirby Smith). After evaluation, it was determined that RDO Equipment Co., provided the City with the most competitive pricing.

This excavator is for the scheduled replacement of unit 01501 in Cost Center 714/Compost Operations in the FY12-13 Equipment Replacement Fund.

Equipment replacement is analyzed based of age, hours, maintenance cost and re-sale value in determining the need for replacement. Based on these criteria, Fleet Services recommends the replacement of the above equipment. If this equipment is not replaced we will incur additional maintenance cost and salvage value will be greatly depreciated. In addition the user department will be limited in their ability to perform their duties due to additional down time of the older equipment.

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		May 28, 2013			
Department:		Police			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): <b>Kellie Boyer (7248)</b>					
<b>CAPTION</b>					
To approve a one (1) year contract for the purchase of GETAC rugged laptop computers for the Police Department in an estimated annual amount of \$374,500 from Hewlett-Packard Company through an existing contract with DIR, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1364)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-13, 2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	300,000	300,000	<b>600,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-149,800	-224,700	<b>-374,500</b>
BALANCE		0	150,200	75,300	<b>225,500</b>
<b>FUND(S):    POLICE EQUIPMENT REPLACEMENT FUND</b>					
<p><b>COMMENTS:</b> Funds are available in the 12-13 Police Equipment Replacement Fund budget for Mobile Computer replacements. This Financial Summary includes budgeting for the contract calendar year, which overlaps two fiscal years. Funds to replace (40) forty units in the amount of \$149,800 is available from the FY 2012-13 Police ERF budget. Funding for (60) sixty units in the amount of \$224,700 is available within the proposed Police ERF 13-14 Budget. The balance of funds will be used for other replacement equipment purchases within the Police Department</p> <p><b>STRATEGIC PLAN GOAL:</b> The periodic replacement of Mobile Computers for Police vehicles relates to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>					
<b>SUMMARY OF ITEM</b>					
<p>Staff recommends the approval of a one (1) year contract for the purchase of GETAC rugged laptop computers for the Police Department in an estimated annual amount of \$374,500 from Hewlett-Packard Company through an existing contract with DIR. The City is authorized to purchase from the State Contract list pursuant to Chapter 271, Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-1364)</p>					
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies		



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

## MEMORANDUM

**DATE:** May 15, 2013

**TO:** Gregory W. Rushin, Chief of Police *GR*

**FROM:** Glenn Cavin, Technology Lieutenant *G.C.*

**SUBJECT:** GETAC B300 Rugged Laptop Computers for the Police Department

---

The Plano Police Department intends to purchase forty (40) GETAC B300 rugged laptop computers in FY 2012-2013 and sixty (60) more in FY 2013-2014, for a total of one hundred (100) units. This is a procurement based on contract pricing and available funding in the Police Equipment Replacement Fund. The GETAC B300 rugged laptops are to be gradually installed as replacements for the aging Motorola MW800/MW810 mobile workstations and ML900 laptops that remain in use by our Officers, based on a planned delivery and implementation schedule. These units will also be installed in all new patrol vehicles as they are introduced into the fleet.

In an effort to ensure only the best value equipment was selected for purchase by the Police Department, several different makes and models of rugged laptops were carefully evaluated, feedback was solicited from all sworn personnel, and a number of reference agencies were contacted. Based on the outcome of this diligent research, it was determined that the GETAC B300 rugged laptop offered the best features and functional specifications for field use, with a five-year standard no-fault warranty, at a much lower cost than any of the other products. After reviewing pricing from existing cooperative contracts, it was decided that we should proceed with the purchase by utilizing negotiated pricing, referencing Contract #DIR-SDD-1364, at a cost of \$3745.00 per unit (with docking station). The total purchase amount will be \$374,500.00, and it is recommended that we enter into a one-year contract with Hewlett-Packard Company using the DIR Contract to purchase these replacement laptops.

Mobile computers have become mission critical for use by Officers assigned to the Police Department's Patrol Services Division, and our aging systems can no longer keep up with the demands of multiple applications and video playback integration with our in-car video recording systems. As a result, equipment failures have become much more common, time spent by personnel repairing equipment has increased, and operational efficiency has been negatively impacted. Failure to replace this equipment in a timely manner will likely result in a significant hindrance of our ability to provide outstanding police services to the citizens of Plano.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	05/28/13
Department:	Engineering
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #):	<b>Kathleen Schonne 7198</b> <span style="float:right;"><b>Project No. 6328</b></span>

**CAPTION**

To approve a Professional Services Agreement by and between the City of Plano and Halff Associates, Inc. in the amount of \$81,940, for Arbor Hills Park & Parker Road Erosion Control Repair project and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2012-13</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	82,000	0	<b>82,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-81,940	0	<b>-81,940</b>
<b>BALANCE</b>	0	60	0	<b>60</b>

**FUND(S):**    **MUNICIPAL DRAINAGE CIP**

**COMMENTS:** Funds are included in the FY 2012-13 Municipal Drainage CIP. This item, in the amount of \$81,940, will leave a current year balance of \$60 for the Erosion Control – Arbor Hills Park & Parker Road project.

**STRATEGIC PLAN GOAL:** Design services at Arbor Hills Park and Parker Road to prepare for future repairs relates to the City's Goal of Great Neighborhoods – 1<sup>st</sup> Choice to Live.

**SUMMARY OF ITEM**

This agreement is for design services for Arbor Hills Park & Parker Road Erosion Control Repair. The project will include conducting a hydraulic evaluation of the existing condition along with a geotechnical evaluation. Based on the results of the evaluations the consultant will develop plans/drawings for the erosion repair.

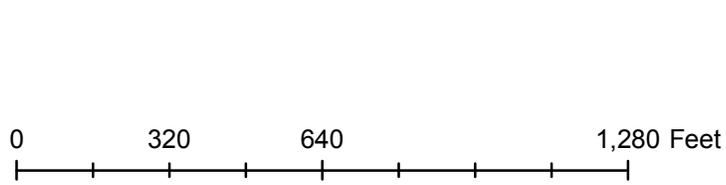
The contract fee is for \$81,940.00 and is detailed as follows:

<b>Basic Services</b>	
Surveying	\$10,000
Preliminary Design	\$26,100
Final Design	\$22,450
Bidding Phase	\$4,500
Construction Phase	\$2,250
Record Phase	\$2,250
<b>Additional Services</b>	
<u>Geotechnical Services</u>	<u>\$14,390</u>
<b>TOTAL</b>	<b>\$81,940</b>

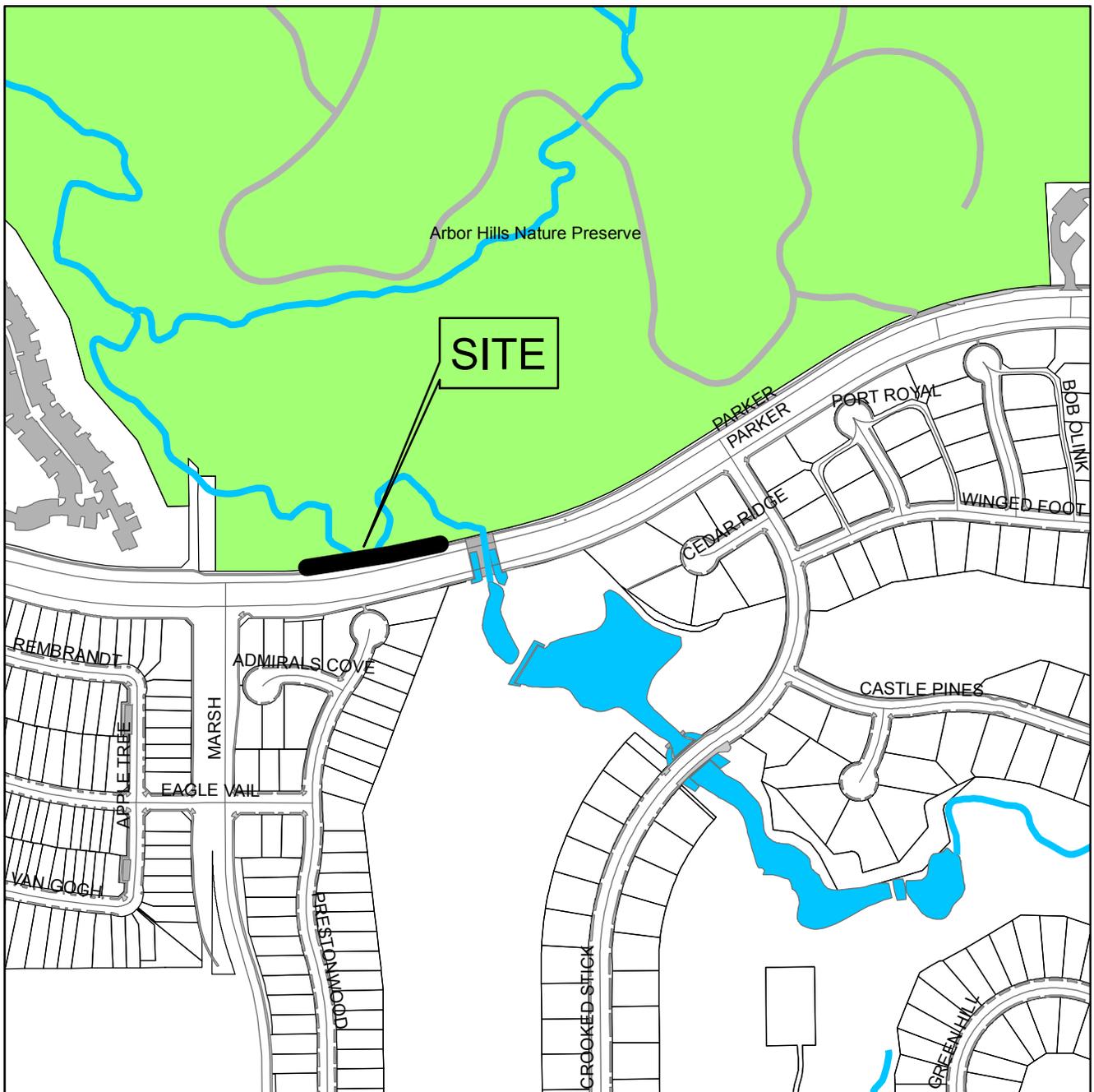
List of Supporting Documents: Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A
-------------------------------------------------------------------------------	-----------------------------------------------------------

# LOCATION MAP

## Arbor Hills & Parker Road Erosion Control Repair



1 inch = 400 feet



**Sinking  
Sidewalk**



**EASTERN WING WALL**



**PARKER ROAD**

**RETAINING WALL**



CAVITY UNDER WING WALL





**UNDERMINED &  
FAILING WING WALL**

**ARBOR HILLS PARK & PARKER ROAD EROSION CONTROL REPAIR**

**PROJECT NO. 6328**

**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 **HALFF ASSOCIATES, 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 **ARBOR HILLS PARK & PARKER ROAD EROSION CONTROL REPAIR** project located in the City of Plano, Denton 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  
Engineering Department  
P.O. Box 860358  
Plano, TX 75086-0358  
Attn: Husain Hamza, 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:

Halff Associates, Inc.  
1201 N. Bowser Road  
Richardson, TX 75081  
Attn: Russell P. Erskine, P.E.

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 Denton 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.

**HALFF ASSOCIATES, INC.**  
A Texas Corporation

DATE: 05/03/2013

BY: Russell P. Erskine  
Russell P. Erskine, P.E., CFM  
PROJECT MANAGER

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

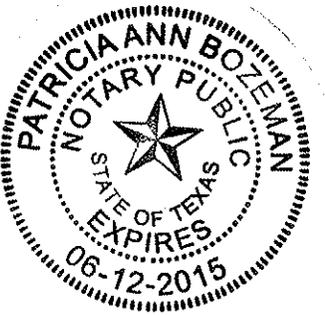
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 3<sup>RD</sup> day of May, 2013, by **RUSSELL P. ERSKINE, P.E., CFM, PROJECT MANAGER**, of **HALFF ASSOCIATES, INC.**, a **TEXAS** corporation, on behalf of said corporation.



*Patricia Ann Bozeman*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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 Work

**Arbor Hills Park & Parker Road Erosion Control Repair  
Project No. 6328**

A hydraulic evaluation of the existing condition velocities upstream and downstream of the area where the bend of IC-1 meets Parker Road will be conducted. The effective stream model for Stream IC-1 will be obtained from either the Federal Emergency Management Agency (FEMA) or the City of Plano and supplemented with surveyed cross-sections in the area of the bend in order to perform the evaluation. A geotechnical evaluation will also be conducted in order to provide recommendations for the existing wall supporting the sidewalk and Parker Road during reconstruction and concrete riprap design to mitigate future creek erosion in the area of the repair. A hydraulic evaluation of the recommended design will be conducted. Results of the hydraulic evaluation along with the geotechnical recommendations will be used in the development of plans/drawings for the erosion repair.

**A. BASIC SERVICES**

This project shall be designed in accordance with the following:

- Geodetic Monumentation Manual
- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Standard Construction Details
- NCTCOG Standard Specifications for Public Works Construction (includes any Special Provisions or Amendments to the Standard Specifications)

**I. SURVEYING**

Provide detailed topographic survey of stream channel and up to 50 feet beyond the stream bank. Survey to extend from approximately 100 feet upstream of the failed concrete riprap (upstream side) to approximately 100 feet downstream of the failed concrete riprap (downstream side), a total range of approximately 350+/- feet. This includes channel banks, stream geometry, and detail of concrete riprap and wall structure. The following items are included:

- a) Recover existing horizontal and vertical control and set additional control network as needed utilizing GPS and City of Plano published datum. Unless otherwise required, horizontal datum will be State Plane NAD 83 and NAVD 88 for vertical datum.
- b) Establishment of vertical control benchmarks within the project limits on existing permanent structures (minimum of 2).

- c) Use of Leica ScanStation survey scanner for detail wall and concrete riprap structures.
- d) Use conventional survey methods to collect field data upstream and downstream of the structure.

**PRELIMINARY DESIGN**

Preparation and submittal of up to six (6) sets of preliminary construction plans (11"x17" sheet size) and an estimate of construction costs. An exact number of plan sets shall be determined by the City project manager prior to submittal. Preliminary design services shall include the following:

- a) Preliminary Design
  - 1. Kickoff meeting with the City of Plano.
  - 2. Site visit to inspect the site and take photographs. Observe existing utilities, existing conditions of the low flow channel, vegetation and trees in the area, bank conditions of project site and upstream and downstream of project area.
  - 3. Preparation of schematic drawings showing proposed alignment and limits of work, repair of existing slope protection, transitioning upstream and downstream of existing slope protection, protection of existing vegetation, and description of erosion control and stream bank stabilization options.
  - 4. Provide a schematic of the grading plan for the transition areas from the existing retaining wall to the limits of repair construction. Provide a schematic for the removal and replacement details for areas in the street and sidewalk, if required. Provide a schematic showing a traffic management plan for use during construction. Provide a schematic for dimensioned layout of project repairs.
  - 5. Obtain effective hydraulic model for Stream IC-1 from the City of Plano, the Federal Emergency Management Agency (FEMA), or Halff files. Prepare a hydraulics analysis in the area of the failed slope protection and wall for a distance 100 feet upstream and 100 feet downstream of the failures to simulate the impact of velocities in the channel causing the erosion. The model will also be used to evaluate the schematic design of the erosion repair to determine the hydraulic impacts. Results from this modeling effort will guide the transition geometry for design. Preparation of letter report with exhibits and hydraulic results of the hydraulic evaluation.
  - 6. Attend one (1) meeting with the City of Plano for coordination, review, and approval of preliminary design.

7. Preparation of Preliminary Cost Estimate.
  8. Prepare a Nationwide Permit 13 (NWP) 13 Pre-construction Notification (PCN) to the U.S. Army Corps of Engineers – Regulatory Branch for approval.
- b) Design and Structural Analysis
1. Based on the approved Preliminary Design and Preliminary Cost Estimate, the Consultant shall work in coordination with the Client to provide Design documents consisting of drawings, details, and other documents to determine and describe the size and character of the project.
  2. Structural analysis, as needed.
  3. Selection of stream bank stabilization option per structural and geotechnical recommendations.
  4. Coordination of Design layout with effective hydraulic models.
  5. Attend one (1) meeting with the City of Plano for coordination.
  6. Preparation of Preliminary Design drawings and Preliminary Cost Estimate.
3. **FINAL DESIGN**  
Preparation and submittal of up to six (6) sets of final construction plans (11"x17" sheet size), three (3) sets of technical specifications (if required) and an estimate of construction costs. An exact number of plan sets shall be determined by the City project manager prior to submittal. Final design services shall include the following:
- a) Revise preliminary plans incorporating comments from the City of Plano.
  - b) Prepare final plan and profile sheets of improvements, grading plan, structural details of selected streambank stabilization, dimensional layout, and traffic management plan.
  - c) Structural Design, as needed to facilitate final design.
  - d) Coordination of Construction Documents layout with hydraulic models.
  - e) Attend meetings with the City of Plano and utility companies as necessary to facilitate final design.
  - f) Complete quantity takeoffs and prepare a final estimate of probable construction costs based on final plans.

- g) Prepare final bid documents including bid proposal forms, construction plans, and specifications as required. Provide a digital copy of the bid set plans in a pdf format to the City of Plano on a CD-ROM disk.

**4. BIDDING PHASE**

- a.) Assist the City of Plano in advertising for bids. This will include providing City with "Notice to Contractors" for their use in publicly advertising the project and notifying potential bidders by email or fax.
- b.) Sell bid documents to potential bidders, suppliers and other parties keeping an accurate record of all plan-holders.
- c.) Conduct a Pre-Bid Conference as requested by the City. Consultant to issue addenda by fax to all plan-holders as required.
- d.) Provide clarifications to Contractors as required.
- e.) Provide a detailed bid tabulation to the City.
- f.) Obtain the following information from the lowest bidder (and second lowest if necessary):
  - i.) Past work history.
  - ii.) Physical resources to produce the project.
- g.) Produce a letter of Recommendation of Award for the low bidder meeting all qualifications.
- h.) After award of contract, furnish one (1) set of conformed contract documents and specifications for contractor execution prior to the preconstruction meeting.
- i.) Provide one set of half size (11"x17") plans to the City to forward to each franchise utility company affected by construction.
- j.) Conduct/Attend a Pre-Construction Conference at City facilities. At the preconstruction meeting, the consultant shall provide: six (6) sets of full-size (22"x34") prints to the Contractor, one (1) set of half-size (11"x17") and one (1) full-size prints to the City Inspector, one (1) set of full-size prints for Hanging Files at the City of Plano, one (1) set of full-size prints for the Front Desk at the City of Plano, one (1) set of half-size (11"x17") prints for the City of Plano Street Department, one (1) full-size set for Utility Operations, and one (1) set of half-size (11"x17") prints for the Laboratory at the City of Plano.

**5. CONSTRUCTION PHASE**

This task includes attendance at one (1) on-site meeting or site visit during construction of the work, review of Contractor's submittals during construction,

and assistance with questions during construction. The budget provided for this task includes the estimated time to attend one site visit, preparation of a site observation report for this visit, and approximately 10 to 12 hours for assisting with contractor submittals and questions during construction. Requested attendance at additional construction meetings, design revisions during construction and other requested site visits in excess of those described above can be provided as an additional service.

**6. RECORD DRAWINGS**

Preparation of Record Drawings showing revisions to the plans based on documentation provided by the Owner and Contractor. We will only update the plans prepared by Halff Associates, Inc. to create the site work Record Drawings. The Record Drawings will not bear the seal of the Design Professional. Final Record Drawings will be provided in the following format:

- One blackline set and a CD-ROM disk containing scanned images of the Record Drawings will be provided to the City of Plano upon completion of the project.
- 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.

**B. ADDITIONAL SERVICES**

**1. GEOTECHNICAL SERVICES**

**a) Field Program**

1. Boring to collect soil samples will be conducted on Parker Road side of wall.
2. Continuous sampling to 10 feet then at 5 foot intervals, tube samplers in clay and split barrel samplers in sands and gravel. Shale will be continuously cored.
3. Water level observations will be made during the drilling and upon completion of the drilling.
4. Borehole drilled in street will be patched with concrete.
5. Sample will be discarded approximately 60 days following report submittal.
6. Boring locations will be staked using handheld GPS equipment so that they can be surveyed for location and elevation.

7. Coordination with the City of Plano and DigTESS for the location of underground utilities will occur prior to borings occur.
  8. A traffic control plan will be provided to the City of Plano prior to borings being performed.
  9. Permits from the City of Plano will be obtained prior to drilling the street.
- b) Laboratory Testing  
Samples will be tested in the laboratory to determine physical engineering characteristics.
- c) Engineering Analysis and Report
1. Results of the field and laboratory programs will be used in the preparation of a geotechnical engineering report for the project. Results to include:
    - i.) Sliding stability of the wall for eroded conditions during construction, and after construction.
    - ii.) Global stability of the wall for eroded conditions, during construction, and after construction.
    - iii.) Global stability of the riprap creek banks after restoration.
  2. Recommendations will be provided for the following:
    - i.) Temporary shoring to increase the stability of the wall during reconstruction of the creek banks, if warranted by the stability analysis. Temporary shoring could include tiebacks.
    - ii.) Protection of the soil supporting the retaining wall during construction.
    - iii.) Suitable non-erodible materials for reconstruction of creek banks to receive concrete riprap.
    - iv.) Concrete riprap design to mitigate future creek erosion from undermining the riprap.

### C. EXCLUSIONS

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- a. Fees for permits or advertising.
- b. Floodplain reclamation plans.

- c. Trench safety designs.
- d. Quality control and testing services during construction.
- e. Services in connection with condemnation hearings.
- f. Consulting services by others not included in proposal.
- g. Traffic engineering report or study.
- h. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct an error or ambiguity on the plans).
- i. Calculation submittals.
- j. Hydrologic Analysis.
- k. FEMA Floodplain Permitting.

# EXHIBIT B

## SCHEDULE OF WORK

	Estimated Project Schedule in Weeks from Notice to Proceed																									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
Arbor Hill Nature Preserve Erosion Evaluation and Repair on Stream IC-1																										
<b>Basic Services</b>																										
1. Survey																										
2. Preliminary Design																										
3. Final Design																										
4. Bidding Phase																										
5. Construction Phase																										
6. Record Drawings																										
Additional Services																										
1. Geotechnical																										

Exhibit C  
Estimated Fees

Arbor Hills Park & Parker Road Erosion Control Repair  
Project No. 6328

<u>Task</u>	<u>Budget</u>
<b>A. BASIC SERVICES:</b>	
1. Surveying	\$10,000
2. Preliminary Design	\$26,100
3. Final Design	\$22,450
4. Bidding Phase	\$4,500
5. Construction Phase	\$2,250
6. Record Drawings	\$2,250
<b>B. ADDITIONAL SERVICES</b>	
1. Geotechnical Services	\$14,390
<b>TOTAL SERVICES</b>	<b>\$81,940</b>

## 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."
- 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.)

### Coverages Required

### Limits (Figures Denote Minimums)

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



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/22/2013

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 Bell Insurance Agency 16980 Dallas Parkway Dallas, TX 75248	CONTACT NAME: Candy Goehring PHONE (A/C, No. Ext): 972.581.4915 FAX (A/C, No.): 972.581.4916 E-MAIL ADDRESS: cgoehring@bellgroup.com
INSURED Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	INSURER(S) AFFORDING COVERAGE
	HAIC #
	INSURER A: Hartford Accident & Indemnity 22357
	INSURER B: Hartford Casualty Ins. Co. 29424
	INSURER C: Hartford Underwriters 30104
	INSURER D: ACE American Ins. Co. 22667
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 12/13 Master 2MIL Prof 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	ADDRESS (HSH, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC		46UUNI5768	07/12/2012	07/12/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		46UUNI5768	07/12/2012	07/12/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		46XHUIY6677	07/12/2012	07/12/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		46WENV6090	07/12/2012	07/12/2013	<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
D	<b>Professional Liability Claims Made Policy</b>		EONG21673845	07/12/2012	07/12/2013	\$2,000,000 Per Claim Limit \$2,000,000 Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Arbor Hills Park & Parker Road Erosion Control Repair; The City of Plano, its elected and appointed officials, agents, volunteers, and employees are included as additional insured as respects general and auto liability if required by written contract. General liability is primary non-contributory if required by written contract. Waiver of subrogation applies to the same as respects workers compensation if required by written contract. 30 day notice (con't)

CERTIFICATE HOLDER City of Plano 1520 Avenue K Suite 250 Plano, TX 75074	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>Thomas J. Ashley</i> Thomas J. Ashley/CANDY
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ACORD 25 (2010/05)

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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 Halff Associates, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Halff Associates, 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.

Halff Associates, Inc.  
Name of Consultant

By: Russell P. Erskine  
Signature

Russell P. Erskine  
Print Name

Project Manager  
Title

05/03/2013  
Date

STATE OF TEXAS           §  
                                          §  
COUNTY OF DALLAS     §

SUBSCRIBED AND SWORN TO before me this 3rd day of May 2013.

Patricia Ann Bozeman  
Notary Public, State of Texas





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/28/13		
Department:		Engineering		
Department Head		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonke 7198</b> <b>Project No. 6248</b>				
<b>CAPTION</b>				
To approve a Professional Services Agreement by and between the City of Plano and HDR Engineering, Inc. in the amount of \$239,420 for Improvement to Intersections - Park at DNT, Parker at DNT, Alma and Spring Creek, and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	240,000	0	<b>240,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-239,420	0	<b>-239,420</b>
BALANCE	0	580	0	<b>580</b>
<b>FUND(S):     STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$239,420, will leave a current year balance of \$580 for the Intersection Improvements project at the specified intersections.</p> <p><b>STRATEGIC PLAN GOAL:</b> Professional engineering services to prepare construction drawings and documents for intersection improvements relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods – 1<sup>st</sup> Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
This agreement with HDR Engineering, Inc. is for engineering design for improvement of intersections at:				
<ul style="list-style-type: none"> <li>a. Park Boulevard and DNT (Dallas North Tollway) - Southbound Service road modification of U turn lane.</li> <li>b. Parker Road and DNT - On Northbound and Southbound service roads; addition of a dedicated right turn lane.</li> <li>c. Spring Creek Parkway and Alma Drive intersection - Make modifications to the eastbound and westbound traffic lanes on Spring Creek Parkway to accommodate an extra left turn lane for the westbound traffic.</li> </ul>				
The contract fee is for \$239,420 and is detailed as following:				



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>BASIC SERVICES</b>	
Preliminary Design	\$85,000
Pre-Final Design	\$36,600
Final Design	\$10,000
Bid Phase Services	\$9,500
Construction Phase	\$11,100
<b>SPECIAL SERVICES</b>	
Survey	\$42,400
ROW and Easements	\$14,100
SUE	\$30,720
<b>TOTAL FEES</b>	<b>\$239,420</b>

List of Supporting Documents: Location Map; Agreement	Other Departments, Boards, Commissions or Agencies N/A
----------------------------------------------------------	-----------------------------------------------------------

# LOCATION MAP FOR THREE INTERSECTIONS

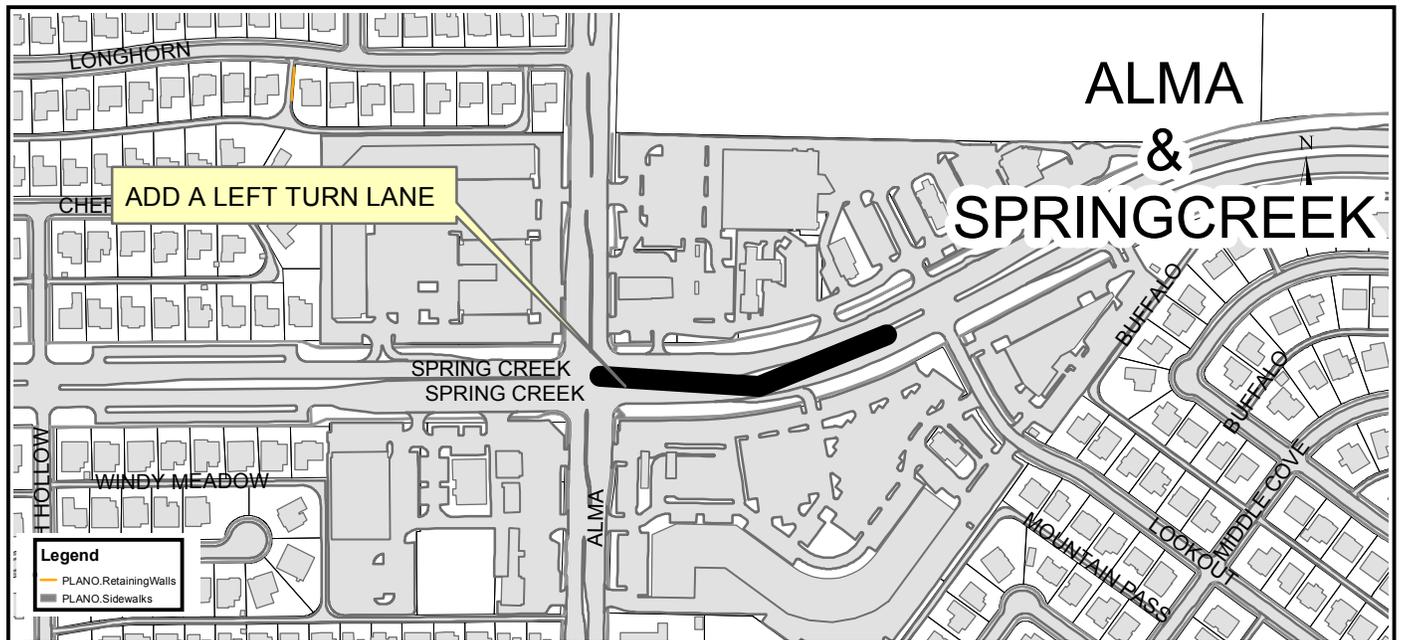
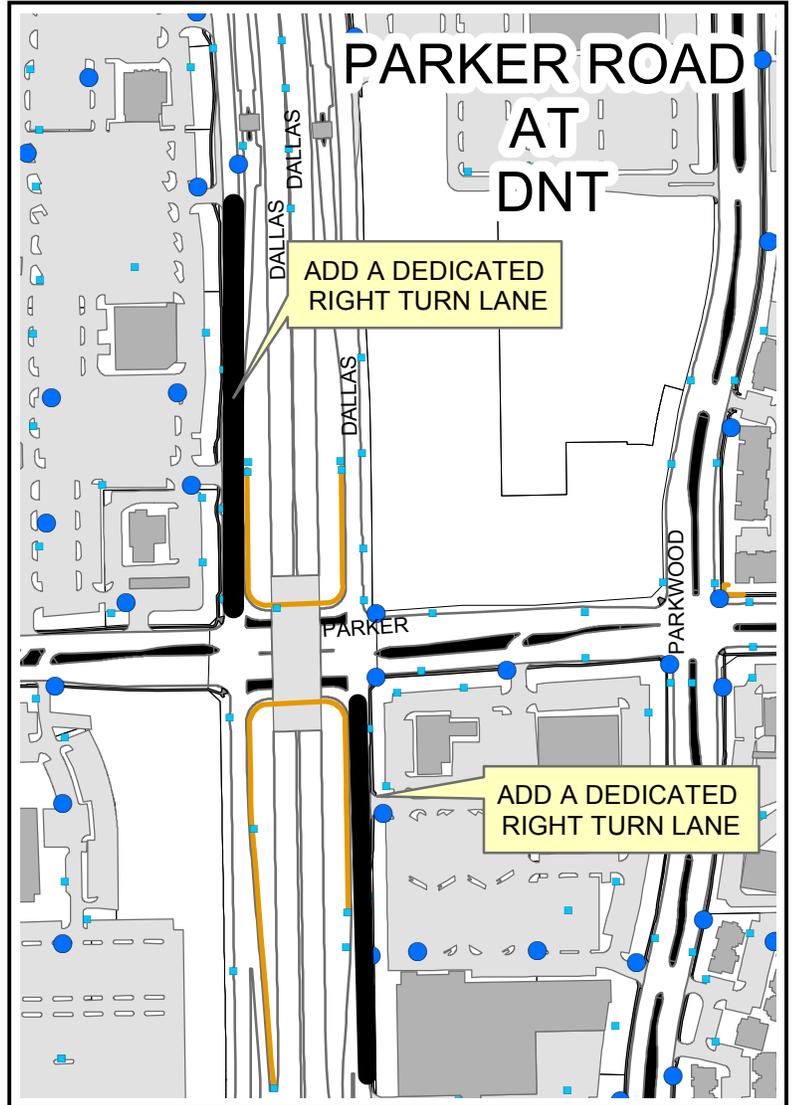
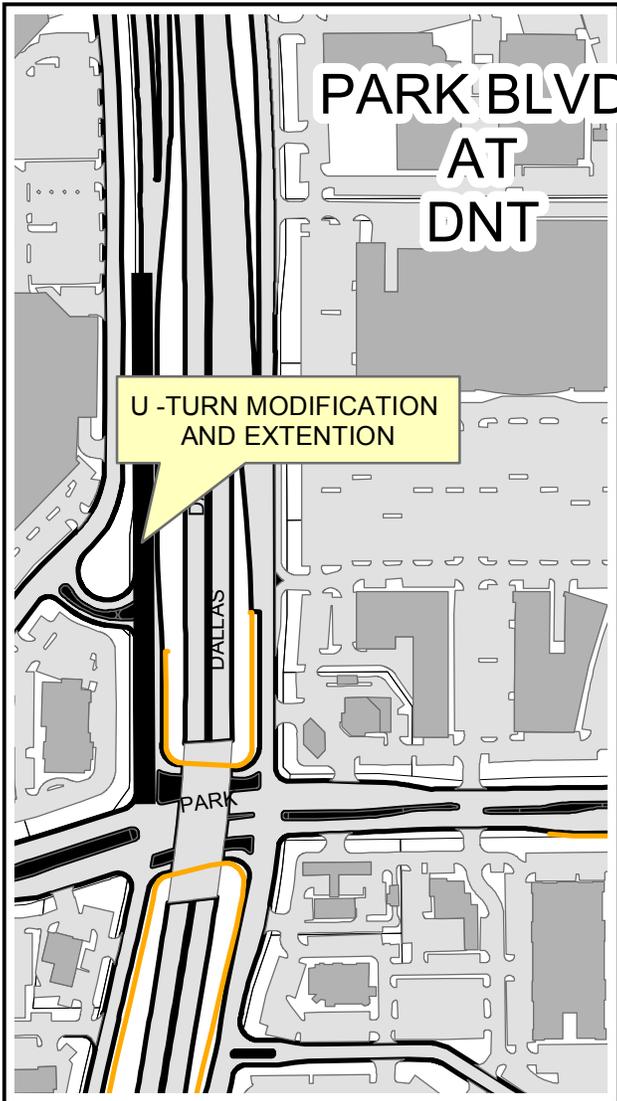


05510 220 330 440



Feet

1 inch = 400 feet



**IMPROVEMENT OF INTERSECTIONS - PARK AT DNT; PARKER AT DNT, ALMA  
AND SPRING CREEK**

**PROJECT NO. 6248**

**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 **HDR ENGINEERING, INC.**, a **NEBRASKA** Corporation licensed to do business in the State of Texas, 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 **IMPROVEMENT OF INTERSECTIONS – PARK AT DNT; PARKER AT DNT, ALMA AND SPRING CREEK** 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  
Engineering Department  
P.O. Box 860358  
Plano, TX 75086-0358  
Attn: Husain Hamza, 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:

HDR Engineering, Inc.  
17111 Preston Road, Suite 200  
Dallas, TX 75248  
Attn: Kristal McIlveene, Project Manager

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:

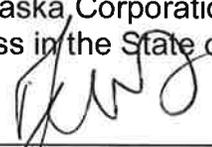
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

**HDR ENGINEERING, INC.**

A Nebraska Corporation licensed to do business in the State of Texas

DATE: 5-13-13

BY:   
Ramon Miguez  
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 DALLAS   §

This instrument was acknowledged before me on the 13<sup>th</sup> day of May, 2013, by **RAMON MIGUEZ, Vice President**, of **HDR Engineering, Inc.**, a **Nebraska** corporation licensed to do business in the State of Texas, on behalf of said corporation.



Teresa Hanson  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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

**IMPROVEMENT OF INTERSECTIONS AT  
PARK BLVD AT DNT, PARKER RD AT DNT,  
AND SPRING CREEK PKWY AT ALMA DR  
DESIGN PLANS  
PROJECT No. 6248  
CIP No. 31459**

#### **PROJECT DESCRIPTION:**

This project includes the preparation of construction drawings and documents, for improvements at the following intersections in the City of Plano:

- **Southbound Dallas Parkway (DNT) at Park Boulevard:** Modify the existing southbound "U" turn lane on Southbound Dallas Parkway at Park Blvd to a combinational lane (U-turn/Left-turn) for southbound traffic. Extend the existing southbound "U" turn storage (storage length 400').
- **Northbound Dallas Parkway (DNT) at Parker Road:** Modify the existing right turn lane to a through lane, and add a new dedicated right-turn lane for northbound traffic (storage length to extend 100' south of Tom Thumb driveway, 250' minimum). Design shall tie into current plans by others for the northeast corner of Dallas Parkway & Parker Rd.
- **Southbound Dallas Parkway (DNT) at Parker Road:** Modify the existing right turn lane to a through lane, and add a new dedicated right-turn lane for southbound traffic (storage length 250'). Add a new southbound departure lane to align with new through lane which will be 100' in length, with a 495' shifting taper length.
- **Spring Creek Parkway at Alma Drive:** Add an additional left-turn lane for westbound traffic (storage length 250'). Modify the existing lane locations on Spring Creek Parkway eastbound and westbound traffic to accommodate the extra lane. Evaluate west-to-south turning movement using WB-67 design vehicle and adjust south median nose on Alma if required. Left turn lanes will be 10' and thru lanes 11'.

#### **DESIGN PACKAGES:**

Design and surveying for the four locations listed above will be completed and bid for construction as one package.

#### **BASIC SERVICES:**

##### **A. Design Standards**

1. This project shall be designed in accordance with the following:  
City of Plano:

- Geodetic Monumentation Manual
- Manual for Right-of-Way Management
- Storm Drainage Design Manual
- Erosion & Sediment Control Manual
- Thoroughfare 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 1997
- Parks Department: Standard Details for Landscaping & Irrigation
- Sample Plan Set

**NCTCOG:**

- Standard Specifications for Public Works Construction 1998 Amendment

**ASCE:**

- Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data)

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

**B. Design Survey (Fee is included under Special Services)**

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, building, fence line, trees 4 inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., Verizon, 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') interval relative to the project baseline including centerlines of driveways. Cross sections are for project design review and quantity takeoffs and may not be part of the final construction plan set.
6. Vertical and horizontal survey work shall be performed inside the following limits:
  - a. Southbound Dallas Parkway at Park Boulevard

- Along southbound Dallas Parkway from 700' north of the centerline of Park Boulevard to 150' south of the centerline of Park Boulevard, from the center of pavement on the west side to the fenceline/face of wall on the east side.
  - Along Park Boulevard between the west end of the west median nose to the centerline of the Dallas North Tollway (not including the bridge structure), from the north curb return face of retaining wall to the south back of curb.
- b. Northbound Dallas Parkway at Parker Boulevard
- Along northbound Dallas Parkway from 700' south of the centerline of Parker Blvd. to 120' north of the centerline of Parker Blvd., from the center of pavement on the west side to the face of curb of the adjacent development parking lots to the east.
  - Along Parker Boulevard from the west median nose to 70' east of the east median nose.
- c. Southbound Dallas Parkway at Parker Boulevard
- Along southbound Dallas Parkway from 620' north of the centerline of Parker Blvd. to 700' south of the centerline of Parker Blvd., from the face of curb of the adjacent development parking lots to the west (or 20' beyond ROW south of Parker) to the center of pavement on the east side. Include the gore striping of the SB Tollway entrance ramp south of Parker.
  - Along Parker Boulevard from 50' west of the west median nose to just east of the east median nose.
- d. Spring Creek Parkway at Alma Drive
- Along Spring Creek Parkway from 100' west of the west median nose to just east of the shared car wash/Arby's driveway (approximately 530' east of the east median nose), and from face of curb of the parking lot on the north side to face of curb of the parking lot on the south side for 220' east of the centerline of Alma Drive, then to the center of pavement on the south side.
  - Along Alma Drive from 70' south of the south median nose, north into the Spring Creek limits, and from face of curb of the parking lot on the west side to face of curb of the parking lot on the east side.
7. When underground utilities are exposed, tie to project control baseline.
8. Identify street address of all adjacent properties to the proposed construction and show on drawings for Northbound Dallas Parkway at Parker Road and Southbound Dallas Parkway at Parker Road only.

### **C. Right-of-way and Easement Requirements**

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). 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.

### **D. Research and Data Collection**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, approved site plans, plats and right-of-way maps, existing easement information, and other information available for the project areas.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Meet with NTTA engineering staff to obtain proposed and existing roadway construction plans, to coordinate proposed connections and construction phasing related to Dallas North Tollway in the project area.

### **E. Preliminary Design**

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
  - Cover sheet.
  - Project layout control sheet(s). Scale 1"= 100'.
  - Quantity sheet.
  - Typical sections showing new pavement widths as well as proposed lane widths on existing pavement.
  - Removal sheets, showing pavement, curb & gutter, signs, trees, traffic signal/ped poles and other items to be removed.
  - Conceptual construction phasing and temporary traffic control sheets. It is anticipated that traffic control will not require temporary signals. Scale 1"= 20'.
  - Paving plan & profile sheets for street improvements. Scale 1"= 20'.
  - Drainage area maps for street improvements. Scale 1"= 100'.
  - Storm drain plan sheets showing sizing of storm water inlets and lateral pipes to connect to existing storm water trunk lines. Scale 1"= 20'.
  - SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'.
  - Landscape and irrigation plan sheets. Scale 1"= 40'.
  - Permanent buttoning and signage plan sheets. Scale 1"= 40'.
  - Preliminary traffic signal design (for 3 intersections: SBFR at Park, SBFR at Parker, and NBFR at Parker). Scale 1"= 40'.

- a. Field review of the intersections to and document existing signal equipment on existing signal poles, note and verify physical constraints, power connection, utility placement, and any other details necessary for signal plan preparation.
  - b. Evaluate feasibility of utilizing existing traffic signal poles and mast arms.
  - c. To include basic signal layout showing proposed modifications, relocated poles, new conduits, etc.
  - Preliminary retaining wall plan and profiles for sidewalk walls. Consideration will be given to the aesthetics of the design as well as the function. Milsap stone treatment, form liners, block walls and other items will be considered to improve the visual appearance of the improvement.
  - Project cross-sections at intervals not to exceed fifty feet (50'), including centerlines of driveways. Scale: 1"=20' H and 1'=4' V  
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. Define ROW acquisition limits and submit exhibits prepared by RPLS for City to acquire ROW/Easements. This scope includes 6 ROW and 3 easements to be defined. Additional ROW or easements will be negotiated as additional services.
  3. Locate proposed storm water inlets and connections to existing storm water systems. This scope does not include design for reconstruction of existing systems or evaluation of capacity of existing systems for additional impervious area.
  4. Identify water and sanitary sewer rim adjustments related to elevation changes. Identify fire hydrant relocations due to the project and new fire hydrants located at effected intersection corners as directed by the City. This scope does not include design for reconstruction of existing water and sanitary sewer lines.
  5. Preliminary illumination layout for relocating effected illumination poles.
    - a. Identify illumination pole relocations due to the project. This scope assumes the reuse of existing poles.
    - b. Existing electrical services to be used.
    - c. Standard foundations provided by the City.
  6. Landscaping layout for grass within construction limits and preliminary location of existing trees to be replaced as needed in parkways. Meet with City staff to discuss requirements for trees and grass. Additional landscaping and irrigation design will be negotiated as additional services.
  7. Prepare outline of any special technical specifications needed for the project (if any).
  9. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.

10. Submit seven (7) sets of 22"x34" and one (1) set of 11"x17" drawings, a list of special technical specifications, and a preliminary statement of probable construction cost to the City for review.
  - Public Works – Engineering
  - Public Works – Operations
  - Inspectors
  - Transportation
  - Parks
  - Fire Department
  - NTTA
11. Submit six (6) 11"x17" utility coordination sets of drawings to the City (electronic copy-PDF and Auto-CAD) for distribution to the franchise utility companies affected by the construction. Utility coordination sets shall include the cover sheet, typical sections, paving sheets, cross sections, and SUE field sketches.
10. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.

#### **F. Pre-Final Design**

1. Address City comments and submit responses.
2. Revise preliminary plans incorporating comments from the City of Plano.
3. Incorporate comments from the utility companies.
4. Intersection layout and grading sheet for paving, driveways, and to construction limits. Scale 1"= 20'.
5. Show location of traffic signal bases, pull boxes and conduit on paving plans based on City design.
6. Show location of street light bases, pull boxes and conduit on paving plans based on City design.
7. Finalize construction plans for proposed improvements.
8. Finalize special technical specifications and special conditions (if any).
9. Incorporate standard details into the construction plans and prepare additional details as required.
10. Take off final construction quantities and prepare final construction cost estimates.
11. Submit seven (7) sets of 22"x34" and one (1) set of 11"x17" pre-final drawings, special technical specifications, draft bid schedule separated per intersection, and final statement of probable construction cost to the City for review.

#### **G. Final Design**

1. Incorporate City final comments into the plans and bid documents.

2. Submit three (3) sets of 22"x34" and one (1) set of 11"x17" final drawings, three (3) bound copies of the bid documents and one (1) unbound original bid document set to the City of Plano.
3. 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.

#### **H. Bid Phase Services**

1. Bid phase services assume the various intersection projects will be contracted as one contract bid.
2. Assist the City staff in advertising for bids.
3. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
4. Furnish plans and bid documents in CD format for up to four (4) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
5. Assist City staff in conducting a pre-bid conference, if required.
6. Prepare and distribute addenda to bid documents as necessary.
7. Assist City staff as required in bid opening. Submit list of plan holders to the City 48 hours prior to the bid letting.
8. Submit a CD-ROM disk of the bid set plans in a PDF format.
9. Provide bid tabulation to the City of Plano within four (4) working days of the bid letting.
10. Evaluate the low and second low bidders. Prepare a letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four (4) working days of the bid letting.
11. Assist City staff in a pre-construction conference.
12. Furnish ten (10) sets of 22"x34" and three (3) sets of 11"x17" drawings of final construction plans and three (3) sets of the contract documents manual to the City for construction.

#### **I. Construction Phase Services**

1. Construction phase services assume the various intersection projects will be contracted as one contract bid.
2. Provide written response to requests for information or clarification.
3. Review shop drawing submittals of signal items from contractor.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 22"x34" final "as constructed" blackline drawings (with "record drawings 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 numerical order.

## **SPECIAL SERVICES:**

### **A. Construction Control Survey**

1. Construction control survey services assume the various intersection projects will be contracted as one contract bid.
2. Set vertical and horizontal control stakes for construction at 500' intervals, or a minimum of one at each end of the project at each intersection.

### **B. Right-of-way and Easement Requirements**

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Fee proposal assumes six (6) right-of-way taking documents at \$1,800/parcel.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Fee proposal assumes three (3) easement documents at \$1,100/parcel.
3. Prepared exhibits with the field notes first and drawings second.
4. Set new iron pins at all new corners, PC's and PT's of new right-of-way.
5. Additional ROW or easements will be negotiated as additional services.

### **C. Subsurface Utility Engineering (SUE)**

1. Provide subsurface utility engineering at Northbound and Southbound Dallas Parkway at Parker Road; approximately 850 LF along the NB Dallas Parkway and 150 LF of Parker Road; approximately 1500 LF along the SB Dallas Parkway and 170 LF of Parker Road.
2. Subsurface Utility Engineering QL "A" (locating) and QL "B" (designating) – For locating the horizontal and vertical location of utilities, perform this work in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data).
3. To confirm the vertical location of existing utilities QL "A", locate test holes for the project. We estimate needing 15 test holes once the initial design utility conflict analysis is complete. For the purposes of fee estimation, we have assumed the following depths and number of test holes:

Test Hole Depth	In Pavement Cored (each)	Quantity	Outside Pavement (each)	Quantity
0-4 ft.	\$1,050	2	\$850	3
4-8 ft.	\$1,350	4	\$1,150	4
8-12 ft.	\$1,650	2	\$1,450	0
Totals		8		7

#### Items Not Included In This Scope

1. Design of drainage systems outside of the inlets and connections to existing drainage pipes.
2. Design of water or sanitary sewer systems, except for adjustments for elevation changes, hydrant relocations, and new fire hydrants at effected intersection corners.
3. Preparation of environmental assessment and impact statements and other assistance to the City in connection with public hearings.
4. Furnish additional copies of deliverables beyond the number specified in the basic services agreement.
5. SWPPP, other than the SWPPP Narrative Plan Sheet and erosion control plan sheets.
6. Negotiations with adjacent property owners for revisions to driveways.
7. Geotechnical services. The pavement sections will be defined by the City.
8. Structural design for bridges, junction boxes or other items not defined in the scope of services.
9. Franchise utility coordination, except for providing drawings as stated above.
10. Temporary traffic signals. At this time, based on preliminary information, temporary signals are not anticipated. If temporary signals are required due to geometry constraints or construction phasing, a separate scope and fee will be submitted.
11. Traffic engineering reports or studies.
12. Illumination layout for new systems and associated electrical design.
13. Design modifications to NTTA/Dallas North Tollway retaining walls or ramps.
14. Construction inspection, materials testing, construction observation services, or recommendation of final acceptance of work.

**EXHIBIT B**

**SCHEDULE OF WORK**

**IMPROVEMENT OF INTERSECTIONS AT  
PARK BLVD AT DNT, PARKER RD AT DNT,  
AND SPRING CREEK PKWY AT ALMA DR  
DESIGN PLANS  
PROJECT No. 6248  
CIP No. 31459**

<b>Activity</b>	<b>Completion Time (Calendar Days)</b>
1. Notice to Proceed	0
2. Survey, Research and Data Collection / Site Visits	45
3. Preliminary Design	90
4. Pre-Final Design	40
5. Final Design	14

**EXHIBIT C**

**FEE SCHEDULE**

**IMPROVEMENT OF INTERSECTIONS AT  
PARK BLVD AT DNT, PARKER RD AT DNT,  
AND SPRING CREEK PKWY AT ALMA DR  
DESIGN PLANS  
PROJECT No. 6248  
CIP No. 31459**

<b>BASIC SERVICES</b>	<b>TOTAL</b>
1. Preliminary Design	<u>\$ 85,000</u>
2. Pre-Final Design	<u>\$ 36,600</u>
3. Final Design	<u>\$ 10,000</u>
4. Bid Phase	<u>\$ 9,500</u>
5. Construction Phase	<u>\$ 11,100</u>
<b><u>TOTAL BASIC SERVICES FEE</u></b>	<b><u>\$ 152,200</u></b>
	Not to Exceed

<b>SPECIAL SERVICES</b>	<b>TOTAL</b>
1. Survey (Gorronдона & Associates, Inc.)	<u>\$42,400</u>
2. ROW and Easements (Gorronдона & Associates, Inc.)	<u>\$14,100</u>
2. SUE (The Rios Group)	<u>\$30,720</u>
<b><u>TOTAL SPECIAL SERVICES FEE</u></b>	<b><u>\$87,220</u></b>
	Not to Exceed

**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."
- 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.)

### Coverages Required

### Limits (Figures Denote Minimums)

- |                                                                                     |                                                                                                              |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability | Statutory limits of State of Texas<br>\$100,000 accident \$100,000 disease<br>\$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<br>Minimum \$500,000 each occurrence<br>\$1,000,000 general aggregate                  |
| <input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)  |                                                                                                              |
| <input checked="" type="checkbox"/> 6. Premises/Operations                          | (Items No. 3-10 & 12 require)                                                                                |
| <input checked="" type="checkbox"/> 7. Independent Contractors                      | <u>\$500,000</u> combined single limit<br>for bodily injury and property damage                              |
| <input type="checkbox"/> 8. Products                                                | damage each occurrence with                                                                                  |
| <input type="checkbox"/> 9. Completed Operations                                    | \$1,000,000 general aggregate that<br>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<br>\$2,000,000 aggregate                                                              |
| <input type="checkbox"/> 17. Garage Liability                                       | \$_____ BI & PD each occurrence                                                                              |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/7/2013

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Company	19682
INSURER B:	St. Paul Fire and Marine Insurance Company	24767
INSURER C:	Sentinel Insurance Company, Ltd.	11000
INSURER D:	Zurich American Insurance Company	16535
INSURER E:		
INSURER F:		

COVERAGES HDRIN01      CERTIFICATE NUMBER: 12344071      REVISION NUMBER: XXXXXXXX

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	ADD INSR	SUBR WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	Y	37CSEQU0950	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA)	6/1/2012 6/1/2012 6/1/2012	6/1/2013 6/1/2013 6/1/2013	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE	N	N	ZUP-10R64084-12-NF (EXCLUDES PROF. LIAB)	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	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 N	N/A	91WEOH1000	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> LWC STATIL- TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	EOC9260026-05	6/1/2012	6/1/2013	PER CLAIM: \$1,000,000. AGG: \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
CITY OF PLANO PROJECT #6248-PARK AT DNT, PARKER AT DNT, ALMA AND SPRING CREEK. THE CITY OF PLANO (INCLUDING ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, VOLUNTEERS, AND EMPLOYEES) IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES. 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

<b>CERTIFICATE HOLDER</b>  12344071  CITY OF PLANO ATTN: HUSAIN HAMZA 1520 K AVENUE 2ND FLOOR SUITE 250 PLANO TX 75074	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/28/13		
Department:		City Secretary's Office		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): <b>Alice Snyder, Ext. 7515</b>				
<b>CAPTION</b>				
<p>A contract made and entered into by and between the City of Plano and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's June 15, 2013 Runoff Election in the estimated amount of \$49,071.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	49,071	0	<b>49,071</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-49,071		<b>-49,071</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):     GENERAL FUND</b>				
<p><b>COMMENTS:</b> This item is for a contract with the Elections Administrator of Collin County, Texas, regarding the coordination, supervision, and running of the City's June 15, 2013 Runoff Election in the estimated amount of \$49,071. There is a companion supplemental appropriation agenda item in the same amount, \$49,071.</p> <p><b>STRATEGIC PLAN GOAL:</b> Contracting with the Elections Administrator of Collin County for a Runoff Election relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>To approve a contract with the Collin County Elections Administrator for the City of Plano Runoff Election to be held on June 15, 2013. Whereas no one person in Place 8 received a majority of votes cast in the General Election held on May 11, 2013, this contract with the Collin County Elections Administrator for the City of Plano will allow the City to conduct a Runoff Election.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Runoff Election Contract				

**Sharon Rowe, CERA  
Elections Administrator**



**2010 Redbud Blvd. Ste 102  
McKinney, Texas 75069  
972-547-1990 / 800-687-8546  
972-424-1460 Ext 1990 Metro  
Fax 972-547-1914**

DATE: May 20, 2013  
TO: Di Zucco, City Secretary – City of Plano  
FROM: Sharon Rowe, Elections Administrator  
RE: Contract for Election Services for June 15, 2013, Runoff Election

As referenced in the terms of the original contract for services between the City of Plano and the Collin County Elections Administrator, attached are the Early Voting Schedule and Locations, Election Day Polling Locations and cost of services for the City's Runoff Election to be held on June 15, 2013. The duties of the contracting officer and of the City will mirror those included in the original agreement with regard to coordination, supervision and running of the election.

---

Sharon Rowe, CERA  
Elections Administrator  
Collin County

Exhibit "A"

**JUNE 15, 2013, RUNOFF ELECTION  
City of Plano\***

**Early Voting Locations and Hours**

<b>COLLIN COUNTY Main Early Voting Location</b>		
Collin County Elections Office	2010 Redbud Boulevard Suite 102	McKinney, TX 75069
<b>COLLIN COUNTY Temporary Branch Early Voting Locations</b>		
Carpenter Park Recreation Center	6701 Coit Road	Plano, TX 75024
Christopher A. Parr Library	6200 Windhaven Parkway	Plano, TX 75093
Collin College - Spring Creek Campus	2800 E. Spring Creek Parkway	Plano, TX 75074
Collin College – Preston Ridge Campus	9700 Wade Boulevard	Frisco, TX 75035
Maribelle M. Davis Library	7501-B Independence Parkway	Plano, TX 75025
Haggard Library	2501 Coit Road	Plano, TX 75075
Harrington Library	1501 18 <sup>th</sup> Street	Plano, TX 75074
Plano Independent School District Administration Center	2700 West 15 <sup>th</sup> Street	Plano, TX 75075

City voters may vote at any of the additional Early Voting locations open under full contract services with Collin County Elections Administration.

Exhibit “B”

**JUNE 15, 2013, RUNOFF ELECTION  
City of Plano**

**Election Day Polling Locations**

<b>COLLIN COUNTY ELECTION PRECINCTS</b>	<b>POLLING PLACE</b>
52, 61, 68, 103 and 141;	Armstrong Middle School - 3805 Timberline Drive, Plano, TX 75074
34, 107, 119, 121, 135, 139 and 197;	Bethany Elementary School - 2418 Micarta Drive, Plano, TX 75025
23, 46, 47, 50, 51, 152 and 158;	Bowman Middle School -2501 Jupiter Road, Plano, TX 75074
21, 54, 62 and 66;	Carpenter Middle School – 3905 Rainier Road, Plano, TX 75023
109 and 123;	Christopher A. Parr Library - 6200 Windhaven Parkway, Plano, TX 75093
15, 19, 53, 65, 70 and 71;	Haggard Middle School - 2832 Parkhaven Drive, Plano, TX 75075
58, 77 and 91;	Hendrick Middle School - 7400 Red River Drive, Plano, TX 75025
31, 32, 63 and 76;	Hughston Elementary School - 2601 Cross Bend Road, Plano, TX 75023
14, 81, 86, 89, 108, 112, 124 and 167;	Robinson Middle School - 6701 Preston Meadow Drive, Plano, TX 75024
64 and 69;	Schimelpfenig Middle School - 2400 Maumelle Drive, Plano, TX 75023
28, 75, 105 and 143;	Shepton High School - 5505 Plano Parkway, Plano, TX 75093
39 and 85;	Thomas Elementary School - 1800 Montana Trail, Plano, TX 75023
90, 116, 137 and 176;	Tom Muehlenbeck Recreation Center – 5801 West Parker Road, Plano, TX 75093
26, 49, 67, 72 and 138.	Wilson Middle School - 1001 Custer Road, Plano, TX 75075
<b>DENTON COUNTY ELECTION PRECINCTS</b>	<b>POLLING PLACE</b>
2020	Christopher A. Parr Library - 6200 Windhaven Parkway, Plano, TX 75093

**SUMMARY OF COSTS FOR CITY OF PLANO RUNOFF**

<b>SUPPLY COST</b>	\$732.43
<b>EQUIPMENT RENTAL COST</b>	\$11,599.00
<b>EARLY VOTING</b>	\$12,916.00
<b>ELECTION DAY</b>	\$3,171.00
<b>ADMINISTRATIVE EXPENSES</b>	\$112.50
<b>TABULATION/CENTRALIZED COSTS</b>	<u>\$16,079.17</u>
Total	\$44,610.10
10% Administrative Fee	<u>\$4,461.01</u>
<b>Grand Total</b>	<b>\$49,071.11</b>
<b>90% Deposit Due 5/31/13</b>	<b>\$44,164.00</b>

Exhibit "C"

**SUPPLY COST**

	8	8	14	14
	Number of Early Voting Locations	Number of Early Voting Locations	Number of Election Day Locations	Number of Election Day Locations
	Units		Cost PCTY/CC	Cost PCTY/CC
EV Sample Ballots	1100	\$0.0690 each		\$75.90
Early Voting Mail Ballots	100	\$1.20 each		\$120.00
Precinct Ballot Setup	1	\$10.00 each		\$10.00
Precinct Ballots	100	\$0.1670 each		\$16.70
Early voting and election day kits	22	\$25.00 each		\$550.00
Central Counting kit and supplies	1	\$50.00 each		\$50.00
County Precinct Maps	22	\$12.00 each		\$264.00
Printer Labels	25	\$15.13 each		\$378.25
<b>Total</b>				<b>\$1,464.85</b>
Number of Entities Sharing Costs				<u>2</u>
SubTotal				\$732.43
<b>Grand Total</b>				<b>\$732.43</b>

**EQUIPMENT RENTAL COST**

	8	8	14	14
	Number of Early Voting Locations	Number of Early Voting Locations	Number of Election Day Locations	Number of Election Day Locations
	Units		Cost PCTY/CC	Cost PCTY/CC
Voting Machines	60	\$150.00 each		\$9,000.00
Transfer Cases	14	\$5.00 each		\$70.00
Metal Signs	44	\$1.00 each		\$44.00
Wood Signs	22	\$2.00 each		\$44.00
EV Security Cabinet	8	\$200.00 each		\$1,600.00
Early Voting Computer Cabinet	8	\$50.00 each		\$400.00
Drayage per Location	22	\$120.00 each		\$2,640.00
ED Security Cabinet	14	\$200.00 each		\$2,800.00
EV/ED Computers	22	\$300.00 each		\$6,600.00
<b>Total</b>				<b>\$23,198.00</b>
Number of Entities Sharing Costs				<u>2</u>
SubTotal				\$11,599.00
<b>Grand Total</b>				<b>\$11,599.00</b>

## EARLY VOTING

Number of Early Voting Locations	8		
Workers each location	3		
	<b>Units</b>	<b>Cost</b>	<b>PCTY/CC</b>
Mailed Ballot Kits	100	\$100.00	
Postage for Ballots	50	\$44.00	
Assemble EV Location	8	\$400.00	
Total Judge Hours	544	\$6,528.00	
Overtime Judge Hours	160	\$2,880.00	
Total Alt. Judge & Clerk Hours	1088	\$10,880.00	
Overtime Alt. Judge & Clerk Hours	320	\$4,800.00	
Pickup & Delivery of Supplies	8	\$200.00	
<b>Total</b>		<b>\$25,832.00</b>	
Number of Entities Sharing Costs	2		
<b>SubTotal</b>			<b>\$12,916.00</b>
<b>Grand Total</b>		<b>\$12,916.00</b>	

## ELECTION DAY

Number of Election Day Locations	14		
Workers each location	3		
	<b>Units</b>	<b>Cost</b>	<b>PCTY/CC</b>
Total Judge Hours	196	\$2,352.00	
Total Alt. Judge & Clerk Hours	364	\$3,640.00	
Pickup & Delivery of Supplies	14	\$350.00	
<b>Total</b>		<b>\$6,342.00</b>	
Number of Entities Sharing Costs	2		
<b>SubTotal</b>			<b>\$3,171.00</b>
<b>Grand Total</b>		<b>\$3,171.00</b>	

## ADMINISTRATIVE EXPENSES

Number of Early Voting Locations	8		
Number of Election Day Locations	14		
	<b>Units</b>	<b>Cost</b>	<b>PCTY/CC</b>
Manual Recount Deposit	1	\$60.00	
Process Pollworker Checks	66	\$99.00	
Process Election Judge Notices	44	\$66.00	
<b>Total</b>		<b>\$225.00</b>	
Number of Entities Sharing Costs	2		
<b>SubTotal</b>			<b>\$112.50</b>
<b>Grand Total</b>		<b>\$112.50</b>	

## TABULATION

Tabulation Network Programming	\$4,000.00
Spanish Interpreter f/Audio Ballot	\$2,050.00
Notice of Inspection/Tabulation Test	\$350.00
	<u>\$2,800.00</u>
Total	\$9,200.00
Number of Entities	<u>3</u>
Total Per Entity	\$3,066.67

## CENTRALIZED COSTS

Early Voting Ballot Board	\$1,000.00
Cost for Central Count Workers	\$500.00
FICA on Election Workers	\$3,500.00
Assemble EV Location	\$50.00
Early Voting Machines in McKinney (3)	\$450.00
Early Voting Personnel in McKinney	\$3,200.00
Early Voting Computer in McKinney	\$300.00
Printer Labels for Early Voting in McKinney	\$25.00
Warehouse Gas Mileage	\$500.00
Ballot Style Setup Fee & Delivery	\$400.00
County Overtime and Temporaries	\$14,000.00
FICA & Retirement for County Employees	<u>\$2,100.00</u>
Total	\$26,025.00
Number of Entities	<u>2</u>
Total Per Entity	\$13,012.50

## Total for Tabulation & Centralized Costs

**\$16,079.17**



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/28/2013		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Nicole Griffin 7204</b>				
<b>CAPTION</b>				
Approve expenditure for Bulk Fertilizer for Parks and Recreation department to Greensmiths, Inc., in the amount of \$61,000 and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	114,595	0	<b>114,595</b>
Encumbered/Expended Amount	0	-27,035	0	<b>-27,035</b>
This Item	0	-61,000	0	<b>-61,000</b>
BALANCE	0	26,560	0	<b>26,560</b>
<b>FUND(S):     GENERAL</b>				
<b>COMMENTS:</b> This item, in the amount of \$61,000, is included in the approved FY 2012-13 Budget. The remaining amount will be used for other chemical purchases.				
<b>STRATEGIC PLAN GOAL:</b> Contracts for the purchase of bulk fertilizer relates to the strategic goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
The Parks and Recreation Staff recommend the bid of Greensmiths Inc., in the annual amount of \$61,000 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Recap				
Memorandum				

CITY OF PLANO

BID NO. 2012-246-C  
Bulk Fertilizer

BID RECAP

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**Bid opening Date/Time:** June 29, 2012 @ 10:00 am

**Number of Vendors Notified:** 2554

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

**Bids Evaluated Non-Responsive to Specifications:** 2

**Number of Bids Submitted Responsive to Bid:** 2

Greensmiths, Inc. \$48,800.00

BWI Companies, Inc. \$49,470.39

**Recommended Vendors:**

Greensmiths, Inc. \$48,800.00

*Nicole Griffin*

*May 3, 2013*

\_\_\_\_\_  
Nicole Griffin  
Buyer II

\_\_\_\_\_  
Date

# **MEMORANDUM**

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TO: DIANE PALMER-BOECK, PURCHASING MANAGER  
FROM: JEFF SCHWARTZ, PARK OPERATIONS SUPERINTENDENT  
DATE: 5/8/2013  
RE: **AWARD RECOMMENDATION – 2012-246-C BULK FERTILIZER**

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Bulk Fertilizer Contract #2012-246-C was executed in August, 2012 for \$48,800.00. Since that time, supplemental funding for fertilizer was added to the budget for additional fertilizer applications to parks and public building grounds during FY 2012-13. In order to help utilize this additional funding, it is the recommendation of Parks and Recreation Department to increase Contract #2012-246-C by \$12,200.00 for a total of \$61,000.00 by way of a change order.



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/28/2013		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
To ratify prior payments for the months of December 2012 and March 2013 in the amounts of \$57,651 and \$51,533, and approve expenditures in accordance with the current contract for Credit Card Payment Processing Services in the estimated monthly amount of \$40,000 to \$60,000 on a month by month basis, to JPMorgan Chase Bank and authorizing the City Manager to execute all necessary documents. (2008-67-C)				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	713,546	0	<b>713,546</b>
Encumbered/Expended Amount	0	-365,884	0	<b>-365,884</b>
This Item	0	-109,184	0	<b>-109,184</b>
<b>BALANCE</b>	<b>0</b>	<b>238,478</b>	<b>0</b>	<b>238,478</b>
<b>FUND(S):    GENERAL FUND, CONVENTION &amp; TOURISM FUND, WATER &amp; SEWER FUND, SUSTAINABILITY &amp; ENVIRONMENTAL SERVICES FUND</b>				
<p><b>COMMENTS:</b> This item, in the amount of \$109,184 is included in the 2012-13 Budget. Due to the implementation of a new credit card payment processing service, the ratification of the December 2012 payment of \$57,651 and the March 2013 payment of \$51,533 (total \$109,184) is requested and is included in the Budget. Estimated monthly payments of \$40,000 to \$60,000 will be paid on a month-to-month basis until the new payment system is implemented.</p> <p><b>STRATEGIC PLAN GOAL:</b> Ratification of two monthly credit card processing payments relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
Staff recommends Council approve the ratification of prior payments for the months of December 2012 and March 2013 in the amounts of \$57,651 and \$51,533, and approval of future expenditures in estimated monthly amount of \$40,000 to \$60,000 per month on a month by month basis, accordance with the current contract for Credit Card Payment Processing Services during the implementation of a new contract for these services.				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



City of Plano  
1520 K Avenue  
Plano, TX 75074

P.O. Box 860358  
Plano, TX 75086-0358  
Tel: 972.941.7000  
plano.gov

**Date:** May 14, 2013

**To:** Dianna Wike, Contract Specialist

**CC:** Diane Palmer-Boeck, Purchasing Manager

**From:** Myra Conklin, Treasurer

**Subject:** Approval of Expenditures in Accordance with Credit Card Payment Processing Services Contract 2008-67-C and Ratification of Prior Payments.

The approval of expenditures in accordance with the current contract for Credit Card Payment Processing Services is necessary to facilitate the implementation of the new contract for these services. The implementation of the new contract could take several months, based on the availability of resources and staff, partially due to the new Data Center migration. The City began a month to month contract on November 14, 2012 for Credit Card Payment Processing Services Contract 2008-67-C with JPMorgan Chase Bank in the estimated amount of \$40,000 to \$60,000 per month on a month by month basis until the new credit card processor can be implemented. The City awarded a new credit card payment processing services contract to U. S. Bank with Elavon, Inc., a U.S. Bancorp Company on the April 22, 2013 City Council meeting.

Credit card processing fees, as discussed above, are based on customer usage of credit cards. Thus, credit card fees are varying amounts each month. The City recommends ratifying prior payments for the months of December 2012 and March 2013 in the amounts of \$57,650.73 and 51,533.10, respectively.

Feel free to contact me if you have any questions at (972) 941-7312.



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		05/28/13			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Linda Thomason x8301</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between MedSys Group, LLC, a Texas limited liability company, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-13 through 2019- 20</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	25,647,712	0	<b>25,647,712</b>
Encumbered/Expended Amount		0	-55,775	-13,485,750	<b>-13,541,525</b>
This Item		0	-30,000	0	<b>-30,000</b>
BALANCE		0	25,561,937	-13,485,750	<b>12,076,187</b>
<b>FUND(S):    ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from MedSys Group, LLC, a Texas limited liability company, to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City. MedSys Group, LLC, agrees to occupy at least 12,500 gross square feet of office space at 5465 Legacy Drive and transfer or create up to 25 Job Equivalents by 7/1/13.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between MedSys Group, LLC, a Texas limited liability company, and the City of Plano, Texas; 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 Economic Development Incentive Agreement by and between MedSys Group, LLC, a Texas limited liability company, and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

**Section I.** The terms and conditions of the 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.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 28th day of May, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and MedSys Group, LLC, a Texas limited liability company (“Company”), acting by and through their respective authorized officers and representatives.

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of healthcare information technology and plans to add Five Hundred Fifty Thousand Dollars (\$550,000.00) of Real Property improvements and Two Hundred Fifty Thousand Dollars (\$250,000.00) of Business Personalty property on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 12,500 gross square feet of office space and transfer or create up to 25 Job Equivalents to be located on the Real Property for the term of this Agreement; and

**WHEREAS**, the Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

**WHEREAS**, the Council finds that the occupancy of at least 12,500 gross square feet of office space and the creation or transfer of up to 25 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

**WHEREAS**, the City has adopted programs for promoting economic development; and

**WHEREAS**, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

**NOW THEREFORE**, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

## **Article I Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Company” shall mean MedSys Group, LLC, a Texas limited liability company.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Property and each Job Equivalent is paid a total 2080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean 5465 Legacy Drive, Suite 550, Plano, Texas 75024.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until June 30, 2020, unless sooner terminated as provided herein.

## **Article III Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following:

- (a) On or before July 1, 2013, occupy the office space on the Real Property throughout the term of the Agreement; and

- (b) By July 1, 2013, create or transfer at least 25 Job Equivalents maintain those Job Equivalents on the Real Property throughout the Agreement; and
- (c) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

#### **Article IV Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Thirty Thousand Dollars (\$30,000.00) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By July 1, 2013, Company shall occupy the office space and transfer or create at least 25 Job Equivalents to the Real Property to be eligible to receive an initial payment of Fifteen Thousand Dollars (\$15,000.00). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not later than October 1, 2013. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

City will make the payment within thirty (30) days of receipt of the initial certification unless the City reasonably objects to the certification.

(b) As of January 31, 2015, Company shall continue to occupy the office space and maintain the 25 Job Equivalents created or transferred pursuant to Section 4.02(a) above at the Real Property and be in compliance with Article III herein to be eligible to receive a second payment of Fifteen Thousand Dollars (\$15,000.00). The payment will not be pro-rated. **Company must submit the Annual Certification form attached hereto as Exhibit "B" as required by Section 4.02(c) below certifying compliance with Article III not later than January 31, 2015 to be eligible for the second payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant and invokes the City's right to a full refund, including damages, as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the January 31, 2015 annual certification if Company qualifies for a second grant payment pursuant to this Section 4.02(b) herein unless the City reasonably objects to the certification. However, in no event will the City make the second grant payment prior to January 1, 2015.

(c) Beginning January 31, 2015, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in Section 4.03.

(d) All certifications must be executed by the Company's chief executive or financial officer.

#### 4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Six Hundred Dollars (\$600.00) for each lost Job Equivalent if Company has only received the initial grant payment pursuant to Section 4.02(a) herein and in an amount equal to Twelve Hundred Dollars (\$1,200.00) if Company has received both grant payments pursuant to Section 4.02(a) and (b) herein.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "B". A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement at a later date.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, the full amount of the entire grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(c) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

## **Article V Termination**

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

- (a) By expiration of the term and where no defaults have occurred; or
- (b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

## **Article VI Retention and Accessibility of Records**

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of:

- (a) Five (5) years from the end of the Agreement period; or
- (b) The period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that

by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

## **Article VII Assignment**

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

## **Article VIII Miscellaneous**

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:  
City of Plano, Texas  
Attention: Mr. Bruce D. Glasscock  
City Manager  
1520 Avenue K  
P.O. Box 860358  
Plano, TX 75086-0358

With a copy to:  
City of Plano, Texas  
Attention: Ms. Diane C. Wetherbee  
City Attorney  
1520 Avenue K  
P. O. Box 860358  
Plano, TX 75086-0358

If intended for the Company before relocation:  
MedSys Group, LLC  
Attention: Mr. Al Holland  
Executive Vice President & Chief Financial Officer  
7460 Warren Parkway, Suite 255  
Frisco, TX 75034

If intended for the Company after relocation:  
MedSys Group, LLC  
Attention: Mr. Al Holland  
Executive Vice President & Chief Financial Officer  
5465 Legacy Drive, Suite 550  
Plano, TX 75024

8.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

8.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.08 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.09 **Recitals.** The recitals to this Agreement are incorporated herein.

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.11 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

CITY OF PLANO, TEXAS, a home-rule  
municipal corporation

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

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

MEDSYS GROUP, LLC, a Texas limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

Please select one of the options below before signing and returning the certification:

- \_\_\_\_\_ a. I hereby certify that MedSys Group, LLC has occupied the office space and transferred or added at least 25 Job Equivalent positions at the Property by July 1, 2013, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.
- \_\_\_\_\_ b. I hereby certify that MedSys Group, LLC has failed to occupy the office space and/or has failed to transfer or add at least 25 Job Equivalent positions at the Property by July 1, 2013, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

ATTEST:

MEDSYS GROUP, LLC, a Texas limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**This Certification is due by October 31, 2013.**

This Certificate of Compliance should be mailed to:

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

**Please select the applicable options below before signing and returning the certification:**

\_\_\_\_\_ a. I hereby certify that MedSys Group, LLC is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which MedSys Group, LLC has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that MedSys Group, LLC is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which MedSys Group, LLC has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

\_\_\_\_\_ c. **(FOR USE IN JANUARY 2015 ONLY IF APPLICABLE)** I hereby certify that MedSys Group, LLC is qualified to receive a second grant payment as of January 2015 in the amount of Fifteen Thousand Dollars (\$15,000.00) for continued compliance with each applicable term as set forth in the Agreement.

ATTEST:

MEDSYS GROUP, LLC, a Texas limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

NOTE:

**This form is due by January 31 of each year beginning on January 31, 2015, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		05/28/13			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): <b>Linda Thomason x8301</b>					
<b>CAPTION</b>					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Traveling Coaches, Inc., a Texas corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-13 through 2017-18</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	25,647,712	0	<b>25,647,712</b>
Encumbered/Expended Amount		0	-55,775	-13,485,750	<b>-13,541,525</b>
This Item		0	-18,648	0	<b>-18,648</b>
BALANCE		0	25,573,289	-13,485,750	<b>12,087,539</b>
<b>FUND(S):     ECONOMIC DEVELOPMENT INCENTIVE FUND</b>					
<b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
<b>SUMMARY OF ITEM</b>					
A request from Traveling Coaches, Inc., a Texas corporation, to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Traveling Coaches, Inc. agrees to occupy at least 6,570 gross square feet of office space at 2805 North Dallas Parkway and transfer or create at least 28 Job Equivalents by 6/30/13.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Traveling Coaches, Inc., a Texas corporation, and the City of Plano, Texas; 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 Economic Development Incentive Agreement by and between Traveling Coaches, Inc., a Texas corporation, and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

**Section I.** The terms and conditions of the 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.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 28th day of May, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Traveling Coaches, Inc., a Texas corporation (“Company”), acting by and through their respective authorized officers and representatives.

### WITNESSETH:

**WHEREAS**, Company is engaged in the business of user technology services for the legal community and plans to add One Hundred Twenty Five Thousand Dollars (\$125,000.00) of Real Property improvements and Five Hundred Eighteen Thousand Dollars (\$518,000.00) of Business Personalty property on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 6,570 gross square feet of office space and transfer or create at least 28 Job Equivalents to be located on the Real Property for the term of this Agreement; and

**WHEREAS**, the Company has advised the City that a contributing factor that would induce the Company to relocate and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

**WHEREAS**, the Council finds that the occupancy of at least 6,570 gross square feet of office space and the creation or transfer of at least 28 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

**WHEREAS**, the City has adopted programs for promoting economic development; and

**WHEREAS**, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

**NOW THEREFORE**, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

## **Article I Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Company” shall mean Traveling Coaches, Inc., a Texas corporation.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an event of force majeure.

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Property and each Job Equivalent is paid a total 2080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean 2805 North Dallas Parkway, Suite 150, Plano, Texas 75093.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until May 31, 2018, unless sooner terminated as provided herein.

## **Article III Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following:

- (a) On or before June 30, 2013, occupy at least 6,570 gross square feet of office space on the Real Property throughout the term of the Agreement; and
- (b) By June 30, 2013 create or transfer at least 28 Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

- (c) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

**Article IV**  
**Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a cash grant of Eighteen Thousand Six Hundred Forty Eight Dollars (\$18,648.00) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a) By June 30, 2013, Company shall occupy not less than 6,570 gross square feet of office and warehouse space and transfer or create at least 28 Job Equivalents to the Real Property to be eligible to receive a payment of Eighteen Thousand Six Hundred Forty Eight Dollars (\$18,648.00). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III not later than December 31, 2013. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

City will make the payment on the later date of January 1, 2014 or within thirty (30) days of receipt of the initial certification, unless the City reasonably objects to the certification.

(b) Beginning January 31, 2015, Company must submit an annual certification on the form attached hereto as Exhibit "B" not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City's right to a full refund, including damages, as set out in 4.03.

(c) All certifications must be executed by the Company's chief executive or financial officer.

4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Six Hundred Sixty Six Dollars (\$666.00) for each lost Job Equivalent.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit B". A failure to make the refund payment prior to or at the time of filing certification shall constitute an event of default. If a refund has been paid for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement at a later date.

(b) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, the full amount of the entire Grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City. This obligation shall survive termination of this Agreement.

(c) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

## **Article V Termination**

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

- (a) By expiration of the term and where no defaults have occurred; or
- (b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

**Article VI**  
**Retention and Accessibility of Records**

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of: (1) Five (5) years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

**Article VII**  
**Assignment**

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

### **Article VIII Miscellaneous**

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:  
City of Plano, Texas  
Attention: City Manager  
1520 Avenue K  
P.O. Box 860358  
Plano, TX 75086-0358

With a copy to:  
City of Plano, Texas  
Attention: City Attorney  
1520 Avenue K  
P. O. Box 860358  
Plano, TX 75086-0358

If intended for the Company before relocation:  
Traveling Coaches, Inc.  
Attn: Gina Buser  
President & CEO  
1700 Pacific Avenue, Suite 2750  
Dallas, TX 75201

If intended for the Company after relocation:  
Traveling Coaches, Inc.  
Attn: Gina Buser  
President & CEO  
2805 North Dallas Parkway, Suite 150  
Plano, TX 75093

8.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

8.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

8.08 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.09 **Recitals.** The recitals to this Agreement are incorporated herein.

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.11 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

This Agreement shall be effective upon the last date on which all parties have executed this agreement.

ATTEST:

CITY OF PLANO, TEXAS, a home-rule  
municipal corporation

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

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

TRAVELING COACHES, INC., a Texas  
corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

Please select one of the options below before signing and returning the certification:

- \_\_\_\_\_ a. I hereby certify that Traveling Coaches, Inc. has occupied at least 6,570 gross square feet of office space and transferred or added at least 28 Job Equivalent positions at the Real Property by June 30, 2013, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.
- \_\_\_\_\_ b. I hereby certify that Traveling Coaches, Inc. has failed to occupy at least 6,570 gross square feet of office space and/or has failed to transfer or add at least 28 Job Equivalent positions at the Property by June 30, 2013, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

ATTEST:

TRAVELING COACHES, INC., a Texas corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**This Certification is due by December 31, 2013.**

This Certificate of Compliance should be mailed to:

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

**Please select one of the options below before signing and returning the certification:**

\_\_\_\_\_ a. I hereby certify that Traveling Coaches, Inc. is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which Traveling Coaches, Inc. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that Traveling Coaches, Inc. is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which Traveling Coaches, Inc. has received a grant payment. I further certify that as of December 31 of the prior year, the number of Job Equivalents was \_\_\_\_\_ and that that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

TRAVELING COACHES, INC., a Texas corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

NOTE:

**This form is due by January 31 of each year beginning on January 31, 2015, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-035



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/28/13		
Department:		Engineering		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 6187</b>
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the interlocal agreement between The City of Plano and the University of Texas at Dallas for improvements to Mapleshade Lane and authorizing the City Manager or his authorized designee to execute any necessary documents; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	208,000	208,000	<b>416,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	150,000	0	<b>150,000</b>
<b>BALANCE</b>	<b>0</b>	<b>358,000</b>	<b>208,000</b>	<b>566,000</b>
<b>FUND(S): STREET IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> This item enters the City of Plano into an interlocal agreement with the University of Texas at Dallas, with the University of Texas at Dallas contributing \$150,000 towards Plano's CIP project to extend Mapleshade Lane from Silverglen Drive to the President George Bush Turnpike access road.</p> <p><b>STRATEGIC PLAN GOAL:</b> Working with area educational institutions to improve transportation needs for students and Plano residents relates to the City's Goal of Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This Interlocal agreement provides that the City of Plano will construct Mapleshade Lane, a 4 lane divided roadway, from 385 feet east of Silverglen Drive to the President George Bush Tollway service road. The project includes a drainage culvert installed under the Kansas City Southern Railway. The University of Texas will contribute \$150,000 and dedicate the Mapleshade Lane Right of Way. The total cost of the project is estimated to be \$1,400,000.</p>				
List of Supporting Documents: Resolution; Interlocal Agreement; Location Map			Other Departments, Boards, Commissions or Agencies N/A	

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano and The University of Texas at Dallas for improvements to Mapleshade Lane; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.**

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

**WHEREAS**, The City Council has been presented a proposed Interlocal Cooperation Agreement for improvements to Mapleshade Lane by and between The University of Texas at Dallas and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF PLANO AND THE UNIVERSITY OF TEXAS AT DALLAS  
FOR IMPROVEMENTS TO MAPLESHADE LANE**

**THIS AGREEMENT** is made effective \_\_\_\_\_, 2013 (the "Effective Date"), between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter referred to as "City") and **THE UNIVERSITY OF TEXAS AT DALLAS**, a component institution of The University of Texas System and an agency of the State of Texas (hereinafter referred to as "UTD"), acting by and through their duly authorized representatives, as follows:

**WITNESSETH:**

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with an institution of higher education or university system to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the Board of Regents of The University of Texas System ("BOR") is the owner of and wishes to develop that certain real property located in the City of Plano, Collin County, Texas, which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property"); and

**WHEREAS**, UTD requests that certain improvements for the extension and improvement of Mapleshade Lane as further described in Section 1 below (called "Public Improvements") be constructed prior to development of the Property; and

**WHEREAS**, the City acknowledges that the improvements would be of public benefit to the City and is willing to share in the cost of the construction of such improvements with UTD, and both entities have funds appropriated and available to do so; and

**WHEREAS**, the City and UTD desire to enter into this Agreement to set forth the terms for the payment and construction of the Public Improvements.

**NOW, THEREFORE**, for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE ONE  
Obligations of the Parties**

1. The City agrees to construct the Public Improvements to Mapleshade Lane as follows:
  - a. Four (4) lanes of reinforced concrete pavement with a center median with twenty-five feet (25") of pavement on each side of the median extending from the current Mapleshade Lane pavement approximately 385 feet east of Silverglen Drive to the President George Bush Service Road, all of which improvements shall be located within the area designated as "Tract 2" of the Public Right-of-Way Property described below; and

- b. A deceleration lane on the President George Bush Service Road for Mapleshade Lane, all of which improvements shall be located within the area designated as "Tract 1" of the Public Right-of-Way Property described below; and
- c. Drainage improvements onsite within Mapleshade Lane and along the deceleration lane, all of which improvements shall be located within the Public Right-of-Way Property described below; and
- d. Drainage improvements extending from the north edge of Mapleshade Lane to and under the Kansas City and Southern Railroad, all of which improvements shall be located within the Drainage Easement Property described below and shall consist of concrete channel paving and steel arch pipe sized as depicted in the attached **Exhibit "B"**, beneath and through the railroad right-of-way and placed at elevations such as to minimize the on-site detention requirements of the Property once it is developed; and
- e. A twelve inch diameter waterline from its current terminus approximately 385 feet east of Silverglen Drive to the President George Bush Service Road, all of which improvements shall be located within the Public Right of Way Property described below.

The Public Improvements are part of The City's public improvement project Mapleshade Lane, Project No. 6187. The City agrees to complete the construction of all Public Improvements as required herein on or before March 31, 2015 (the "Completion Date"), subject to any delay resulting from an Event of Force Majeure as set forth herein.

The term "Event of Force Majeure" means any contingency or cause beyond the reasonable control of the City, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action, fires, explosions or floods, strikes, slowdowns, shortages or unavailability of materials or labor, or work stoppages, any of which event(s) directly impact the construction of the Public Improvements pursuant to this Agreement. Upon the occurrence of an Event of Force Majeure, the City shall notify UTD in writing not less than sixty (60) days from the commencement of the Event of Force Majeure with supporting documentation, the anticipated duration of and the actions that the City will take to alleviate the Event of Force Majeure and the Completion Date shall be extended for a reasonable amount of time, if necessary, based on the impact of the Event of Force Majeure as reported by the City to UTD. All Public Improvements shall be constructed in a good and workmanlike manner, in compliance with the City's own specifications and requirements for a street of the type Mapleshade Lane is designated in the City's thoroughfare plan and in compliance with all applicable laws, and shall be free of all liens, charges and other claims by any suppliers, laborers or materialmen. The City will obtain all permits and consents necessary to complete the Public Improvements, including without limitation any from the Texas Department of Transportation, and the Kansas City and Southern Railroad.

The City shall cause UTD to be named as a beneficiary along with the City on any payment and performance bonds (the "Bonds") required of contractors hired by the City to construct the Public Improvements and shall promptly deliver to UTD a copy of such bonds upon their issuance.

2. UTD agrees to the following terms and conditions for construction of the Public Improvements by the City:

- a. In consideration for the benefits to the Property arising from the Public Improvements and to facilitate construction of the Public Improvements, UTD shall cause the BOR to grant to the City (i) title to the Property more particularly described in Exhibit "C" attached hereto ("Public Right-of-Way Property") for public right-of-way purposes under the terms and conditions of the deed substantially of the form attached as Exhibit "D" ("Deed"), (ii) an easement over the portion of the Property more particularly described in Exhibit "E" attached hereto ("Drainage Easement Property") for drainage improvement purposes under the terms and conditions of the easement agreement substantially of the form attached as Exhibit "F" hereto ("Drainage Easement"), and (iii) a temporary construction easement over the portion of the Property more particularly described in Exhibit "G" attached hereto ("Temporary Construction Easement Property") for street construction purposes under the terms and conditions of the easement agreement substantially of the form attached as Exhibit "H" ("Temporary Construction Easement"). The Temporary Construction Easement will be held at the Engineering Department of the City of Plano and will not be filed in the deed records of Collin County Texas.
- b. Upon completion of the Public Improvements, UTD agrees to reimburse the City for its share of the reasonable, actual costs of the Public Improvements in an amount not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**. UTD shall pay the City in a lump sum payment within thirty (30) days of the date of receipt of invoice, together with proof that all bills in connection with the invoiced work have been paid in full, from the City for the completion of the Public Improvements. UTD's obligations to reimburse the City for the Public Improvements shall survive any disposal of the Property by UTD to a third party or other entity.

3. If the City (a) fails to complete the construction of the Public Improvements on or before March 31, 2015, subject to any delay resulting from an Event of Force Majeure as set out herein, or (b) breaches any of its other obligations under this Agreement and fails to cure the breach within thirty (30) days, or such other reasonable amount of time necessary to cure the default as agreed by the parties, following written notice of the breach from UTD to the City, then the City shall be in default and UTD may, at UTD's election, (i) terminate this Agreement, (ii) terminate any of the easements described in Section 2 above, and/or (iv) exercise any other rights and remedies provided by this Agreement, the Bonds, law or equity. In addition to the foregoing remedies, if the construction of the Public Improvements does not commence on or before one hundred eighty (180) days from the Effective Date, subject to any delay resulting from an Event of Force Majeure but in no event later than the first (1<sup>st</sup>) anniversary of the Effective Date, at UTD's election, the Public Right-of-Way Property, the Drainage Easement Property, and the Temporary Construction Easement Property shall revert to UTD and the City will execute any documents to facilitate the re-conveyance of the Public Right-of-Way Property, the Drainage Easement Property, and the Temporary Construction Easement Property to UTD.

**ARTICLE TWO**  
**Rough Proportionality**

UTD agrees that its portion of the costs for reimbursement for the Public Improvements as established in Article I, Section 2(b) above, do not exceed the amount required for Public Improvements that are roughly proportionate to the development of its Property, and, to the extent authorized by the Constitution and laws of the State of Texas, UTD agrees to release and hold harmless the City from any claims, liability and damages associated with an exaction claim arising out of this Agreement as provided in Article 5 herein.

**ARTICLE THREE**  
**Funding; Board Approval**

1. UTD and the City agree that the party paying for the performance of the governmental functions or services provided herein shall make those payments only from current revenues legally available to the paying party at the time the payment becomes due. UTD agrees that it has appropriated the necessary funds to reimburse the City for its participation in the project costs in the amount required by Article 1, Section 2(b) above.

2. Notwithstanding any other provision of this Agreement to the contrary, UTD's obligations to perform hereunder are conditioned upon UTD's receiving final written approval of this Agreement by the Board of Regents of The University of Texas System ("Board Approval").

**ARTICLE FOUR**  
**Term**

This Agreement shall continue in effect from the Effective Date until the Public Improvements are completed and reimbursement has been received by the City from UTD pursuant to the terms and conditions of this Agreement, unless sooner terminated as provided herein.

**ARTICLE FIVE**  
**Hold Harmless**

**TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSE OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**

**TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, UTD DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD THE CITY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES HARMLESS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, DISPUTES, CHALLENGES, DAMAGES OR ATTORNEY FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, ARISING OUT OF AN EXACTION CLAIM PURSUANT TO THE**

OBLIGATIONS, DUTIES OR TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY MATTERS ARISING OUT OF SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE OR SECTION 1.12 OF THE CITY OF PLANO SUBDIVISION ORDINANCE.

IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EITHER PARTY INDIVIDUALLY UNDER TEXAS LAW. TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CITY SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE. TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, UTD SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

**ARTICLE SIX**  
**Immunity**

It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

**ARTICLE SEVEN**  
**Notices**

All notices required under the provisions of this Agreement must be in writing and shall be deemed received (i) on the day actually received if hand-delivered or (ii) three days after deposited in the United States Mail if sent by registered or certified mail to the addresses below:

CITY:	City of Plano, Texas Attention: City Manager P. O. Box 860358 Plano, TX 75086-0358
With copy to:	City of Plano, Texas Attention: City Attorney P. O. Box 860358 Plano, TX 75086-0358
UTD:	The University of Texas at Dallas Attention: Vice President for Administration 800 West Campbell Road, AD24 Richardson, TX 75080

With copy to:

The University of Texas at Dallas  
Attention: Associate Vice President of Business Affairs  
for Facilities Management  
800 West Campbell Road, FM11  
Richardson, TX 75080

With copy to:

Board of Regents of The University of Texas System  
Attention: Executive Director of Real Estate  
Real Estate Office  
201 West 7<sup>th</sup> Street, Suite 416  
Austin, TX 78701

The name and address for notification may be changed on ten (10) days notice to the other party.

#### **ARTICLE EIGHT Severability**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

#### **ARTICLE NINE Successors and Assigns**

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

#### **ARTICLE TEN Venue**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. To the extent authorized by the Constitution and laws of the State of Texas, the parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

#### **ARTICLE ELEVEN Interpretation**

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

**ARTICLE TWELVE**

**Entire Agreement**

This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

*[Signatures are on the next page.]*

**CITY OF PLANO, TEXAS,  
A HOME-RULE MUNICIPAL  
CORPORATION**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**DIANE C. WETHERBEE, CITY ATTORNEY**

**THE UNIVERSITY OF TEXAS AT DALLAS**

**BY:** \_\_\_\_\_  
**CALVIN D. JAMISON**  
**VICE PRESIDENT FOR**  
**ADMINISTRATION**

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

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
                                      §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

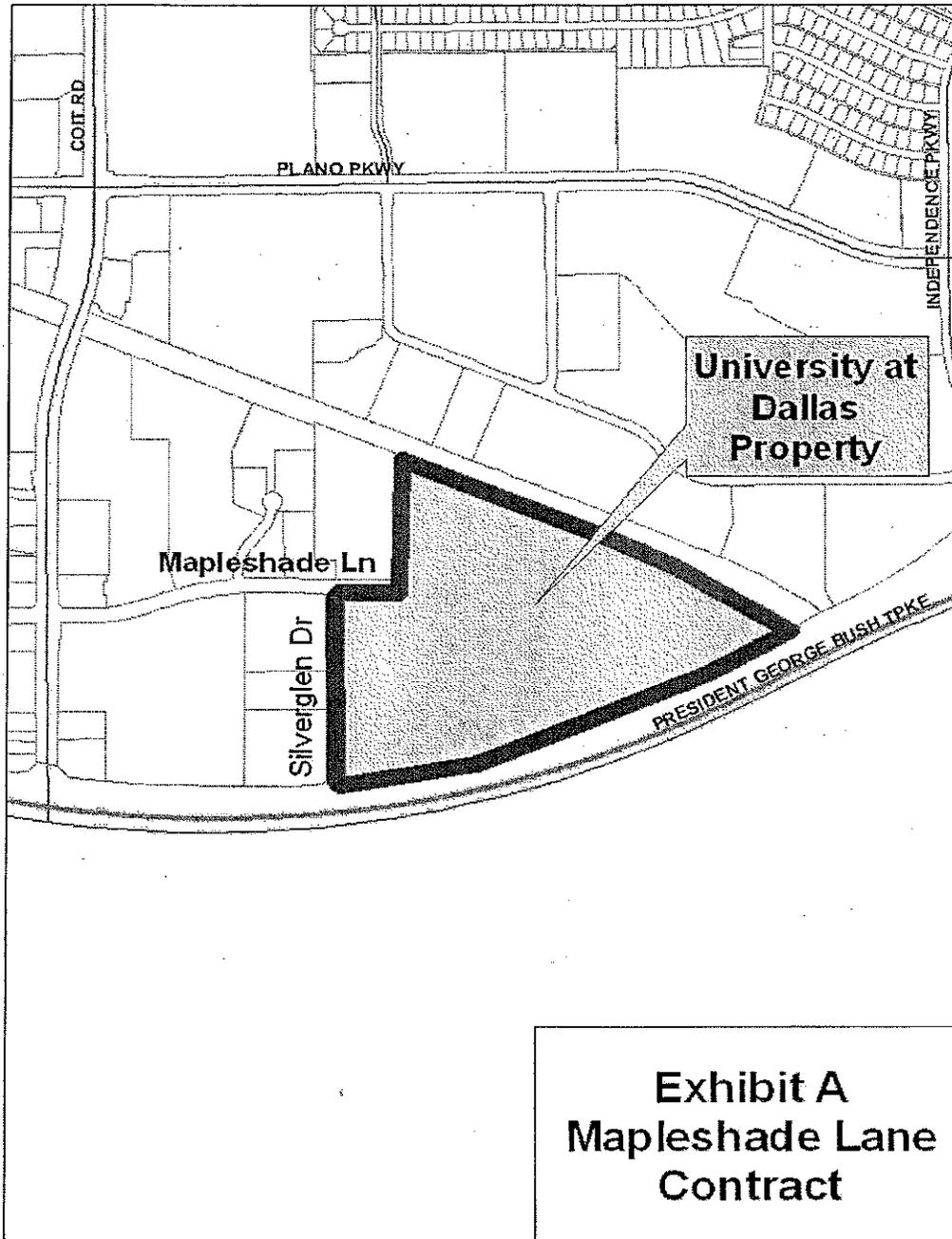
STATE OF TEXAS           §  
                                      §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2013 by **CALVIN D. JAMISON**, Vice President for Administration of **THE UNIVERSITY OF TEXAS AT DALLAS**, on behalf of said university.

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

**EXHIBIT "A"**

**Description of Property**



BEING a 82.172 acre tract or parcel of land situated in the Martha McBride Survey, Abstract No. 553, Collin County, Texas, and being a part of a tract of land described in deed to the Board of Regents of the University of Texas System recorded in Volume 976, Page 517 of the Deed Records of Collin County, Texas, and a tract of land (Exhibit Q and Exhibit P) described in deed to The Board of Regents of the University of Texas System recorded in County Clerk's File No. 94-0062867 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in a southwesterly line of the Atchison, Topeka and Santa Fe Railroad tract (variable width ROW) and being South 00 degrees 27 minutes 38 seconds West a distance of 26.94 feet from the northeast corner of Coit Center, an addition to the City of Plano recorded in Cabinet P, Page 727 of the Plat Records of Collin County, Texas;

THENCE along the common westerly right-of-way line of the Atchison Topeka, and Santa Fe Railroad tract and the easterly line of herein described tract South 67 degrees 44 minutes 07 seconds East a distance of 2112.54 feet (deed=South 67 degrees 56 minutes 24 seconds East a distance of 2113.25 feet) to a 1/2 inch iron rod set for corner and the beginning of a curve to the right having a radius of 5679.58 feet;

THENCE along said common line and through a central angle of 10 degrees 37 minutes 47 seconds an arc distance of 1053.69 feet (chord bears South 62 degrees 43 minutes 11 seconds East and is 1052.18 feet in length) to a 1/2 inch iron rod set for corner and being in the northerly line of a tract of land acquired for George Bush Turnpike described in deed to the State of Texas recorded in Volume 2972, Page 614 of the Deed Records of Collin County, Texas;

THENCE departing said common line and along the common northerly line of said State of Texas tract and the southerly line of herein described tract the following:

South 58 degrees 49 minutes 17 seconds West (deed=South 58 degrees 54 minutes 55 seconds West) a distance of 55.80 feet to a 1/2 inch iron rod set for corner;

South 59 degrees 04 minutes 32 seconds West (deed=South 59 degrees 33 minutes 10 seconds West) a distance of 533.06 feet to 1/2 inch iron rod set for corner;

South 65 degrees 43 minutes 08 seconds West (deed=South 65 degrees 14 minutes 21 seconds West) a distance of 120.74 feet to a 1/2 inch iron rod set for corner;

South 68 degrees 21 minutes 13 seconds West (deed=South 68 degrees 52 minutes 26 seconds West) a distance of 1061.53 feet to a 1/2 inch iron rod set for corner;

South 71 degrees 50 minutes 55 seconds West (deed=South 72 degrees 22 minutes 08 seconds West) a distance of 311.00 feet to 1/2 inch iron rod set for corner;

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South 77 degrees 41 minutes 45 seconds West (deed=South 78 degrees 12 minutes 58 seconds West) a distance of 345.17 feet to a ½ inch iron rod set for corner;

South 81 degrees 29 minutes 24 seconds West (deed=South 81 degrees 59 minutes 41 seconds West) a distance of 311.86 feet to a ½ inch iron rod found for corner and being in the northerly right-of-way line of Silverglen Drive (60' ROW) as recorded in Cabinet O, Page 613 of the Plat Records of Collin County, Texas;

THENCE along the common northerly right-of-way line of Silverglen Drive and the southerly line of herein described tract South 88 degrees 08 minutes 25 seconds West a distance of 120.03 feet (plat=South 88 degrees 27 minutes 07 seconds West a distance of 120.00 feet) to a ½ inch iron rod found for corner;

THENCE continuing along said common line South 84 degrees 41 minutes 49 seconds West (plat=South 85 degrees 12 minutes 24 seconds West) a distance of 60.00 feet to a ½ inch iron rod set for corner;

THENCE continuing along said common line North 47 degrees 23 minutes 42 seconds West (plat=North 47 degrees 23 minutes 04 seconds West) a distance of 33.84 feet to a ½ inch iron rod found for corner;

THENCE continuing along the common easterly line of Silverglen Drive and the westerly line of herein described tract North 00 degrees 19 minutes 58 seconds West a distance of 1134.13 feet (plat=North 00 degrees 01 minutes 27 seconds West a distance of 1133.96 feet) to a ½ inch iron rod found for corner;

THENCE continuing along the common line North 45 degrees 40 minutes 08 seconds East a distance of 20.74 feet (plat=North 46 degrees 12 minutes 58 seconds East a distance of 20.77 feet) to a ½ inch iron rod found for corner;

THENCE continuing along the common line South 87 degrees 55 minutes 17 seconds East a distance of 19.27 feet (plat=South 87 degrees 35 minutes 30 seconds East a distance of 19.29 feet) to a ½ inch iron rod found for corner;

THENCE continuing along the common line North 02 degrees 05 minutes 56 seconds East a distance of 91.76 feet (plat=North 02 degrees 24 minutes 30 seconds East a distance of 92.00 feet) to a monument found for corner;

THENCE North 87 degrees 24 minutes 03 seconds West (plat=North 87 degrees 35 minutes 30 seconds West) a distance of 38.19 feet to a "X" cut in concrete found for corner and being the southeast corner of a tract of land known as Coit Center an addition to the City of Plano recorded in Cabinet P, Page 727 of the Plat Records of Collin County, Texas;

THENCE departing said common line and along the common easterly line of Coit Center and the westerly line of herein described tract North 00 degrees 13 minutes 59 seconds East a distance of 114.89 feet (plat=North 00 degrees 01 minutes 27 seconds East a distance of 115.15 feet) to a ½ inch iron rod found for corner;

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THENCE along said common line South 89 degrees 40 minutes 57 seconds East (plat=North 89 degrees 58 minutes 33 seconds West) a distance of 130.00 feet to a ½ inch iron rod set for corner;

THENCE continuing along said common line North 00 degrees 19 minutes 11 seconds East (plat=North 00 degrees 01 minutes 27 seconds East) a distance of 874.36 feet to the POINT OF BEGINNING and containing 3,579,425 square feet or 82.172 acres of land within the metes recited.

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**Less:**

BEING a tract of land situated in the Martha McBride Survey Abstract No. 553, Collin County, Texas and being a portion of the land described in a deed to The Board of Regents of the University of Texas System as recorded in Volume 976, Page 517 and a portion of the land described as Exhibit R in a Quick Claim Deed to The Board of Regents of the University of Texas System as recorded in cc#94-0062867 of the Real Property Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at an x-cut in concrete found in the northerly right of way line of Mapleshade Lane (a 92 feet wide right of way), said x-cut being the southeasterly corner of Lot 5, Block A of Coit Center an addition to the City of Plano according to the plat recorded in Clerks File No. 2006-100 of the Plat Records of Collin County, Texas;

THENCE along the proposed northerly right of way line of Mapleshade Lane (proposed 92 feet wide right of way) North 89 degrees 40 minutes 49 seconds East a distance of 385.17 feet to a 1/2 inch iron rod with blue plastic cap stamped ElamPack Surveyors set for corner;

THENCE South 00 degrees 19 minutes 11 seconds East a distance of 92.00 feet to a 1/2 inch iron rod with blue plastic cap stamped ElamPack Surveyors set for corner in the proposed southerly right of way line of said Mapleshade Lane (proposed 92 feet wide right of way);

THENCE along the proposed southerly right of way line of said Mapleshade Lane (proposed 92 feet wide right of way) South 89 degrees 40 minutes 49 seconds West a distance of 350.84 feet to a 1/2 inch iron rod with blue plastic cap stamped ElamPack Surveyors set for corner in the easterly line of the existing Mapleshade Lane right of way;

THENCE along the easterly line of the existing Mapleshade Lane right of way North 02 degrees 05 minutes 56 seconds East a distance of 90.14 feet to an aluminum monument found for corner in the existing northerly right of way line of Mapleshade Lane;

THENCE along the existing northerly right of way line of said Mapleshade Lane North 87 degrees 24 minutes 03 seconds West a distance of 38.19 feet to the POINT OF BEGINNING;

Containing within these metes and bounds 0.738 acres or 32,135 square feet of land more or less.

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**And Less:**

BEING a tract of land situated in the Martha McBride Survey Abstract No. 553, Collin County, Texas and being a portion of the land described in a deed to The Board of Regents of the University of Texas System as recorded in Volume 976, Page 517 and a portion of the land described as Exhibit R in a Quick Claim Deed to The Board of Regents of the University of Texas System as recorded in cc#94-0062867 of the Real Property Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at an x-cut in concrete found in the northerly right of way line of Mapleshade Lane (a 92 feet wide right of way), said x-cut being the southeasterly corner of Lot 5, Block A of Coit Center an addition to the City of Plano according to the plat recorded in Clerks File No. 2006-100 of the Plat Records of Collin County, Texas;

THENCE along the easterly line of said Lot 5 as follows:

North 00 degrees 13 minutes 59 seconds West a distance of 114.89 feet to a 1/2 inch iron rod found for corner;

South 89 degrees 40 minutes 57 seconds West a distance of 130.00 feet to a 1/2 inch iron rod set for corner;

North 00 degrees 19 minutes 11 seconds West passing at a distance of 315.14 feet a 1/2 inch iron rod found for the northeasterly corner of said Lot 5 and continuing along the easterly line of Lot 6, Block A of Coit Center an addition to the City of Plano according to the plat recorded in County Clerks File No. 2006-99 of the Plat Records of Collin County, Texas passing at a distance of 693.87 feet the southeasterly corner of Lot 2R, Block A of Coit Center Addition an addition to the City of Plano according to the plat recorded in County Clerks File No. 2007-97 of the Plat Records of Collin County, Texas, passing at a distance of 846.93 feet a capped iron rod stamped "CARTER/BURG" found for the northeasterly corner of said Lot 2R in all a total distance of 874.36 feet to a capped iron rod stamped "CARTER/BURG" found for the northwesterly corner of said Exhibit R tract and the southerly right of way line of the Atchison, Topeka and Santa Fe Railroad (a 125 feet right of way at this point);

THENCE along the northerly line of said Exhibit R tract and the southerly right of way line of said Atchison, Topeka and Santa Fe Railroad South 67 degrees 44 minutes 07 seconds East a distance of 557.77 feet to a 1/2 inch iron rod set for corner;

THENCE departing the northerly line of said Exhibit R tract and the southerly right of way line of said Atchison, Topeka and Santa Fe Railroad South 00 degrees 19 minutes 11 seconds East a distance of 867.05 feet to a 1/2 inch iron rod set for corner in the southerly right of way line of the proposed extension of Mapleshade Lane (a 92 feet wide right of way);

THENCE along the southerly right of way line of the proposed extension of Mapleshade Lane South 89 degrees 40 minutes 49 seconds West a distance of 350.84 feet to a 1/2 inch iron rod found for corner in the southerly right of way line of Mapleshade Lane;

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THENCE North 02 degrees 05 minutes 56 seconds East a distance of 90.14 feet to an aluminum monument found in the northerly right of way line of Mapleshade Lane;

THENCE along the northerly line of said Mapleshade Lane North 87 degrees 24 minutes 03 seconds West a distance of 38.19 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 10.825 acres of land more or less.

Exhibits "B" – "H"

to the Interlocal Agreement between City of Plano and  
The University of Texas at Dallas  
for improvements to Mapleshade Lane  
are available for inspection in the  
Engineering Department of the City of Plano  
Located on the 2<sup>nd</sup> floor of City of Plano Municipal Center  
1520 Avenue K, Plano, Texas

**MAPLESHADE LANE - 400 FEET EAST OF  
SILVERGLEN DRIVE TO SH 190**

**PROJECT NO. 6187**

K C S Railroad

Drainage Culvert



1 inch = 300 feet

Mapleshade Lane

Silverglen Drive

**PROJECT**

State Highway 190 / President George Bush Turnpike



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/28/13		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Katherine Crumbley - 7479</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, nominating Raytheon Company to the Office of the Governor, Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-2013</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):</b>				
<b>COMMENTS:</b> This item has no fiscal impact. STRATEGIC PLAN GOAL: Assisting companies with economic development incentives relates to the City's goal of strong local economy.				
<b>SUMMARY OF ITEM</b>				
Request for Enterprise Project Nomination for job retention benefits.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				
Letter of request				



May 10, 2013

**Raytheon Company**  
Sales, Use, and Property Tax  
4101 E. Plano Parkway M/S: 336  
Plano, Texas  
75074 USA  
Mail:  
P. O. Box 660248 M/S: 336  
Dallas, Texas  
75266 USA

Elaine Hamm  
Director of Business Retention & Expansion  
Plano Economic Development  
5601 Granite Parkway, Suite 310  
Plano, Texas 75024

Re: Raytheon Company  
Request for Enterprise Project Nomination  
Tax Identification Number: 1-95-1778500-2

Dear Ms. Hamm:

Raytheon is a technology and innovation leader specializing in defense, homeland security and other government markets throughout the world; as well as being a major American defense contractor with core manufacturing concentrations in defense systems and commercial electronics.

We are happy to announce that Raytheon is planning to invest over \$5 million in capital improvement projects at the 4101 E. Plano Parkway Plano facility. This facility currently employs approximately 500 people and is a corporate campus type of atmosphere that accommodates the accounting, tax, human resources, finance, and various other departments of business operations. One particularly large, new project planned is the build out of their facility to increase operational space, estimated to cost \$2.5 million over the next few years. Additionally, Raytheon has allocated \$1.4 million for the purchase and upgrading its inventory of manufacturing equipment. Another \$2.4 million will be used for auxiliary equipment to support its operations. Raytheon hopes to receive a Texas Enterprise Program designation from the State of Texas to assist both with the upcoming capital projects and the retention of jobs in Plano, Texas for the length of the program's 5-year designation period.

Based upon the anticipated capital investment and the retention of the over 500 employees, Raytheon respectfully requests to be considered for nomination as an Enterprise Project by the City of Plano. There is absolutely no local, negative fiscal impact related to this nomination, and we are respectfully requesting to be placed on the City Council Agenda for consideration. Given the City of Plano has previously participated in the Texas Enterprise Program, only a Resolution will need to be passed to nominate Raytheon and the Program does not require public notices or postings.

Raytheon has strong ties to the Plano business community and will continue to be an active participant, contributor, and corporate citizen. We look forward to continuing our relationship with the Texas Enterprise Zone Program and the City of Plano in the coming years.

Sincerely,

Tom Galvan  
Director Sales, Use & Property Tax  
Raytheon Company

**A Resolution of the City Council of the City of Plano, Texas, nominating Raytheon Company to the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Economic Development Bank ("Bank") for designation as a qualified business and an enterprise project ("Project") under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code ("Act"); and providing an effective date.**

**WHEREAS**, the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, as amended, (the "Act") authorizes the designation of enterprise projects within an enterprise zone (or, if the requirements of Section 2303.402 (a) (2) of the Act are met, within an area that does not qualify as an enterprise zone); and

**WHEREAS**, the City of Plano, Texas ("City") desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

**WHEREAS**, on October 27, 2008 the Plano, TX City Council approved Ordinance 2008-10-22, electing to participate in the Texas Enterprise Zone Program and providing for local incentives available in each area within an enterprise zone and in each area not in an enterprise zone, which local incentives are the same today as they were provided in Ordinance 2008-10-22; and

**WHEREAS**, the Office of the Governor Economic Development and Tourism (OOGEDT) through the Economic Development Bank (the "Bank") will consider Raytheon Company as an enterprise project pursuant to a nomination and an application made by the City; and

**WHEREAS**, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), Raytheon Company has applied to the City for designation as an enterprise project; and

**WHEREAS**, the City Council finds that Raytheon Company has represented to the City that it meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. Raytheon Company is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction located inside of an enterprise zone and at least twenty-five percent (25%) of the business' new employees will be residents of an enterprise zone or economically disadvantaged individuals; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and

3. The designation of Raytheon Company as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area; and

**WHEREAS**, the City Council finds that Raytheon Company meets the criteria for tax relief and other incentives adopted by the City and nominates Raytheon Company for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to nominate Raytheon Company as an enterprise project pursuant to the Act.

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

**Section I.** The City Council finds that the Raytheon Company is a "qualified business", as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act.

**Section II.** That the enterprise project shall take effect on the date of the designation of the enterprise project by OOGEDT and terminate five years from the date of designation.

**Section III.** That the findings of the City and its actions approving this resolution taken at the City Council meeting are hereby approved and adopted.

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

**DULY PASSED AND APPROVED** this 28<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		May 28, 2013		
Department:		Office of Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): <b>Nancy Rodriguez X7510</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, amending a License Agreement approved by Plano City Council on June 8, 1987, and a First Amendment to Communications Facilities License approved by Plano City Council on December 14, 1992, by and between the City of Plano, Texas, and AT&amp;T Communications, Inc. of the Southwest, a New York corporation, to establish a precise termination date; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(s):    N/A</b>				
<p><b>COMMENTS:</b> This item has no financial impact.  <b>STRATEGIC PLAN GOAL:</b> License agreement amendments relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
This Resolution establishes a precise termination date of December 14, 2022.				
List of Supporting Documents: Resolution, Exhibit A			Other Departments, Boards, Commissions or Agencies	

**A Resolution of the City Council of the City of Plano, Texas, amending a License Agreement approved by Plano City Council on June 8, 1987, and a First Amendment to Communications Facilities License approved by Plano City Council on December 14, 1992, by and between the City of Plano, Texas, and AT&T Communications, Inc. of the Southwest, a New York corporation, to establish a precise termination date; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council wishes to amend a License Agreement originally approved on June 8, 1987, a First Amendment to License Agreement approved on December 14, 1992, and to approve the amendment attached hereto as Exhibit A (“Amendment”); and

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

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

**Section 1.** The terms and conditions of the Amendment, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section 2.** The City Manager or his authorized designee is hereby authorized to execute the Amendment and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Amendment.

**Section 3.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** on this the 28th day of May, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

Exhibit "A"

SECOND AMENDMENT TO LICENSE AGREEMENT

BETWEEN

AT&T COMMUNICATIONS, INC. OF THE SOUTHWEST

AND

CITY OF PLANO, TEXAS

This Second Amendment to License Agreement between AT&T Communications, Inc. of the Southwest and City of Plano, Texas is made this \_\_\_\_ day of May, 2013 between AT&T Corp. by and through AT&T Communications, Inc. of the Southwest ("AT&T"), a New York corporation, and the City of Plano, Texas ("City"), a Texas home rule municipal corporation.

Whereas, AT&T and City entered into a License Agreement dated December 14, 1992, (hereafter "License Agreement"), which is currently in its Second Extended Term, which is scheduled to expire on December 14, 2022; and

Whereas, the parties wish to amend the agreement to establish a precise termination date.

Now, therefore, in consideration of the foregoing and of the mutual covenants and agreement hereinafter set forth, the parties hereto, intending to be legally bound, agree to the following:

1. Section 2 of the License Agreement is hereby deleted in its entirety and replaced with the following:

**Term.** This License shall terminate on December 14, 2022.

2. All other terms and conditions of said License Agreement, as amended, remain unchanged and in full force and effect.

LICENSOR:

CITY OF PLANO, TEXAS

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

LICENSEE:

AT&T CORP., by and through AT&T  
Communications, Inc. of the Southwest

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



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/28/13		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>				
<b>CAPTION</b>				
<b>A Resolution of the City Council of the City of Plano, Texas, approving the hiring of Samuel D. Hawk as Assistant City Attorney by the City Attorney; and providing an effective date.</b>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
<b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
FISCAL YEAR:				
Budget	0	35,398	0	<b>35,398</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-35,398	0	<b>-35,398</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):    GENERAL FUND</b>				
<p><b>COMMENTS:</b> Funding for this item, in the amount of \$35,398 (including benefits), for the remainder of 2012-13 is included in the approved 2012-13 Budget. This position does not increase the number of authorized positions in Legal. City Charter authorizes the hiring of attorneys with the approval of the City Council.</p> <p><b>STRATEGIC PLAN GOAL:</b> The hiring of an Assistant City Attorney meets the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>The City Charter authorizes the City Attorney to select attorneys for hire with the approval of the City Council. It is the City Attorney's recommendation that Samuel D. Hawk be hired as an Assistant City Attorney for the City Attorney's office. See attached Memorandum regarding qualifications for the proposed new hire.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memorandum		n/a		

## MEMORANDUM

**DATE:** May 14, 2013

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Diane C. Wetherbee  
City Attorney

**SUBJECT: Hiring of Samuel D. Hawk as Assistant City Attorney**

---

This memo is to provide information regarding the qualifications of Samuel D. Hawk as a new hire for the position of Assistant City Attorney. In accordance with Section 4.05 of the Plano City Charter, I am requesting City Council approval of my selection for this position.

It is my recommendation that Samuel D. Hawk be hired to fill the Assistant City Attorney position for my office. Mr. Hawk's work experiences include eight (8) years with the City of Dallas as an assistant city attorney handling a wide range of assignments, twelve (12) years as legal counsel for the United States Army, JAG Corps and two (2) years of private practice. He obtained a Bachelor of Arts degree in History from the College of Charleston in South Carolina, a Juris Doctor from the University of South Carolina in Columbia, South Carolina and a Master of Laws from the Judge Advocate General's School in Charlottesville, Virginia.

Thank you for your consideration. If you have any questions, please let me know.

**A Resolution of the City Council of the City of Plano, Texas, approving the hiring of Samuel D. Hawk as Assistant City Attorney by the City Attorney; and providing an effective date.**

**WHEREAS**, Section 4.05 of the City Charter of the City of Plano gives the City Attorney the authority to select attorneys, with the approval of the City Council, to represent the City in litigation and to advise city departments and boards; and

**WHEREAS**, the City Attorney has selected Samuel D. Hawk to be hired as an Assistant City Attorney and is requesting the City Council's approval of same.

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

**Section I.** The City Council approves the hiring by the City Attorney of Samuel D. Hawk as Assistant City Attorney, such approval to be effective with the date of his employment and compliance with all prescreening requirements.

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

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

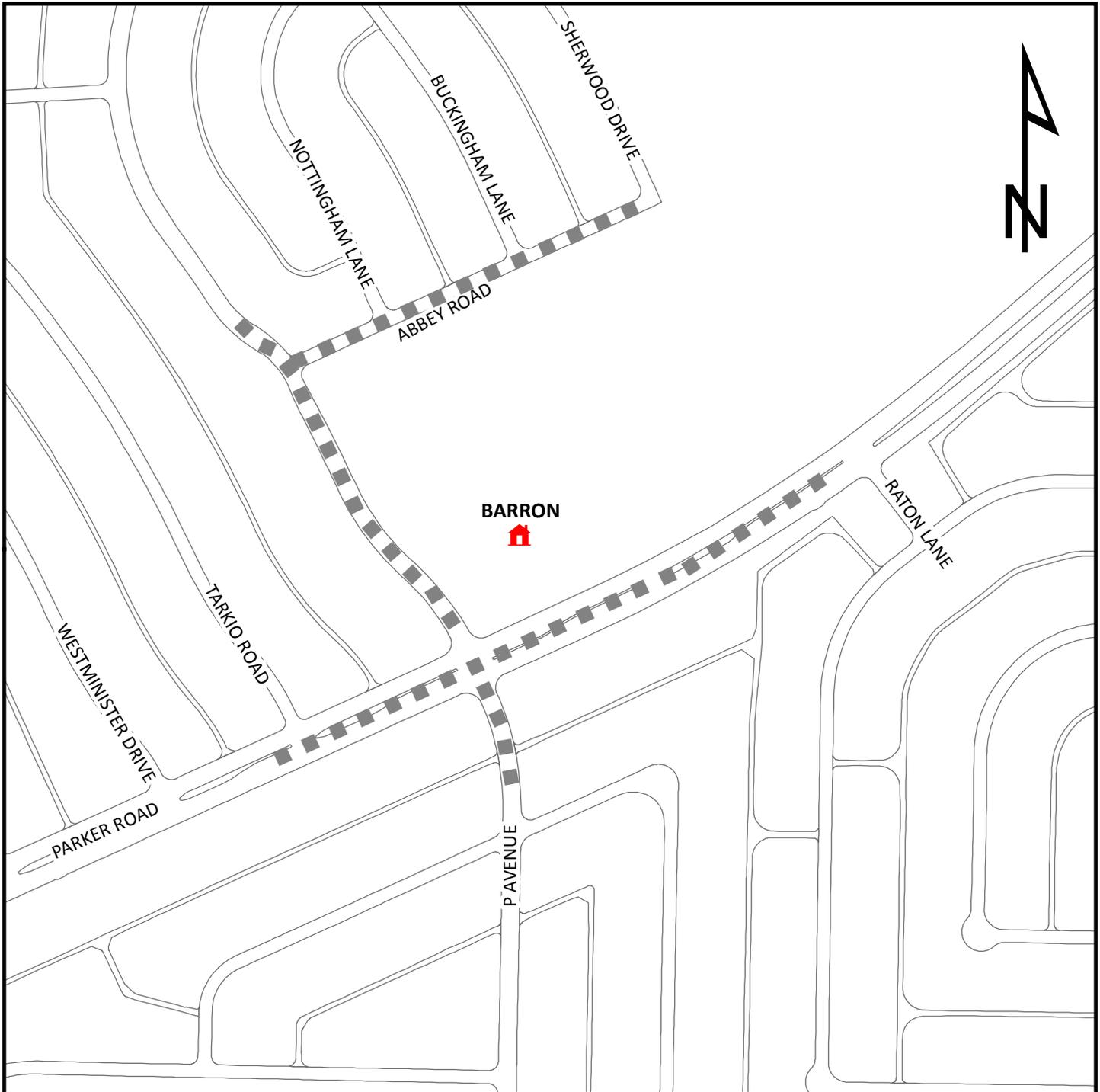
\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		5/28/2013			
Department:	Engineering				
Department Head	Gerald Cosgrove				
Agenda Coordinator (include phone #):     Kathy Schonne X-7198					
<b>CAPTION</b>					
<p>An Ordinance of the City of Plano, Texas amending Section 12-73.1 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to enact school zones for summer school sessions; 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.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
<b>FISCAL YEAR:</b>	<b>2012-2013</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	442,238	0	442,238
Encumbered/Expended Amount		0	-326,360	0	-326,360
This Item		0	-17,125	0	-17,125
<b>BALANCE</b>		0	98,753	0	98,753
<b>FUND(s):     GENERAL FUND</b>					
<p><b>COMMENTS:</b> Approval of this item will require expenditures to be made in the Signs &amp; Markings Cost Center for modifying traffic signs in school zones where summer school sessions will be held. Signs in the school zones must be fabricated and installed, at an estimated total cost of \$17,125, in order to notify motorists when the school zone is in effect.</p> <p><b>STRATEGIC PLAN GOAL:</b> Maintaining School Zones during summer school sessions relates to the City's Goal of Safe Large City.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The Plano Independent School District (PISD) has requested the implementation of school speed zones on City streets adjacent to 16 school campuses that will be open for summer school sessions commencing in June, 2013. Because summer school sessions operate on different calendars and different operating times than the regular school year, the City Council adopted Section 12-73.1 Same – Specific Zones – Summer School on April 27, 2009. This section is school and zone specific, and requires annual updates as the PISD selects schools and dates to be used for summer school sessions. The Transportation Engineering Division supports the adoption of this ordinance amending Section 12-73.1 for the 2013 summer school sessions. If Council approves this ordinance establishing "Summer School" zones, all of the school zone signs for each affected school will have to be modified. The Sign Shop has estimated the cost of fabricating and installing the signs to be approximately \$17,125, which will have to be absorbed in their budget.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Ordinance			N/A		
Maps					

# BARRON ELEMENTARY SCHOOL



MAY 2013

## PROPOSED SUMMER SCHOOL ZONES:

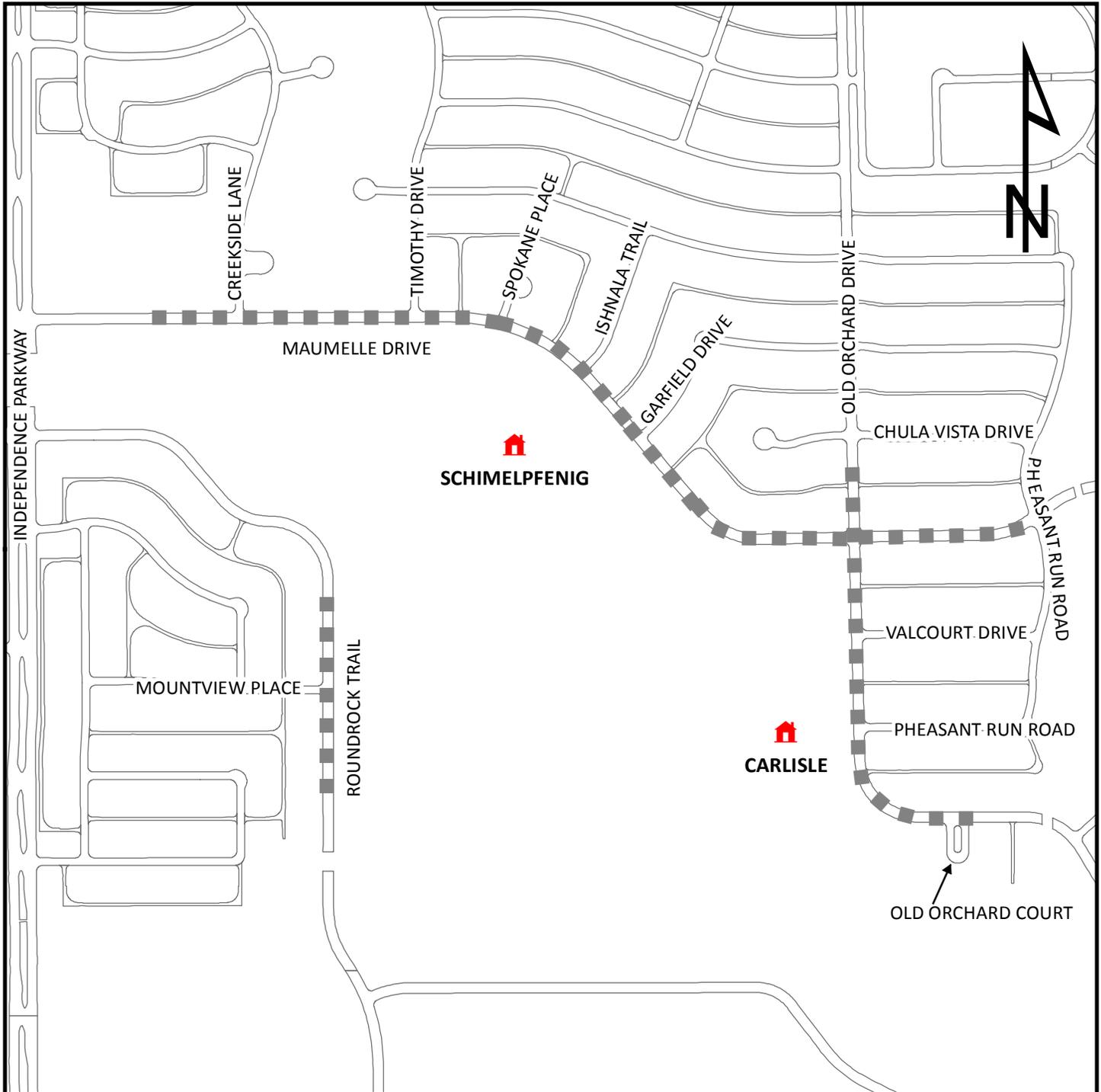
ABBAY ROAD, P AVENUE, PARKER ROAD

## PROPOSED TIMES & DATES:

7:15 AM - 8:00 AM/ 9:00 AM - 9:45 AM/ 11:30 AM - 1:00 PM

WEDNESDAY, JUNE 12 TO WEDNESDAY, JULY 3

# CARLISLE ELEMENTARY & SCHIMELPFENIG MIDDLE SCHOOLS



MAY 2013

## PROPOSED SUMMER SCHOOL ZONES:

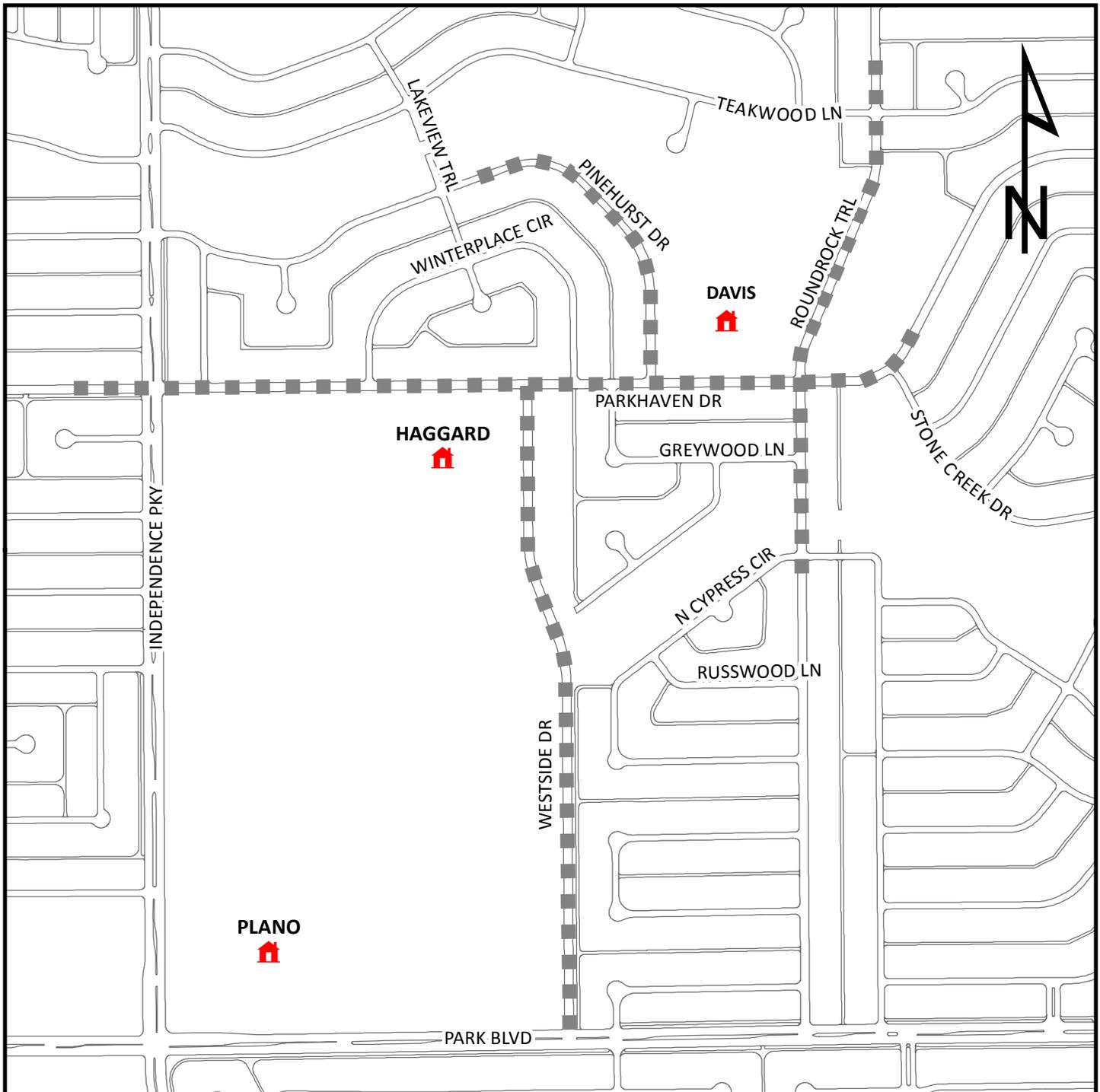
MAUMELLE DRIVE, OLD ORCHARD DRIVE, ROUNDROCK TRAIL

## PROPOSED TIMES & DATES:

8:00 AM - 8:45 AM/ 12:15 PM - 1:00 PM

MONDAY, JUNE 17 TO THURSDAY, JULY 11

# DAVIS ELEMENTARY & HAGGARD MIDDLE SCHOOLS



MAY 2013

## PROPOSED SUMMER SCHOOL ZONES:

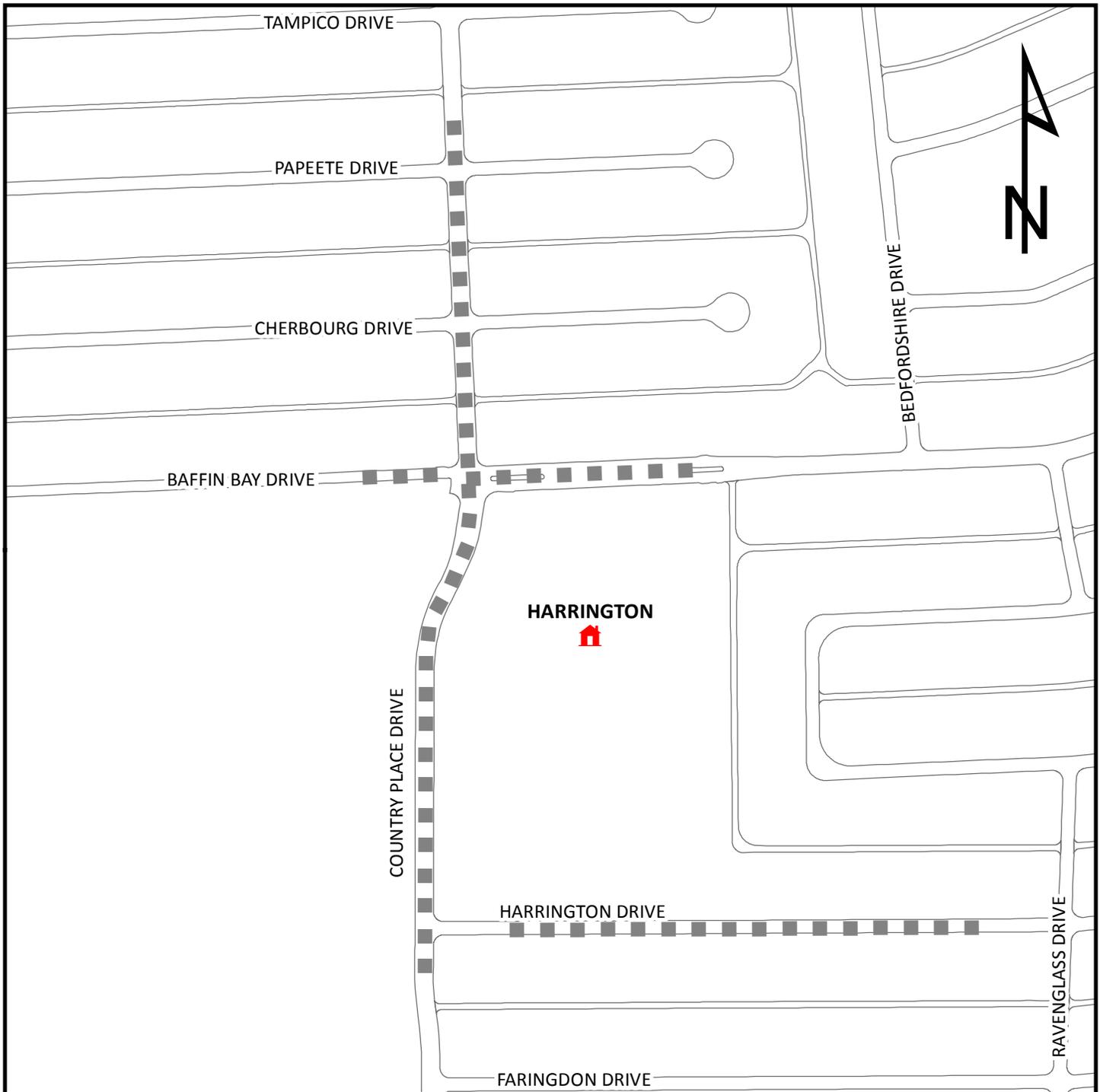
PARKHAVEN DRIVE, PINEHURST DRIVE, ROUNDROCK TRAIL, WESTSIDE DRIVE

## PROPOSED TIMES & DATES:

8:00 AM - 8:45 AM/ 12:15 PM - 1:00 PM

MONDAY, JUNE 17 TO THURSDAY, JULY 11

# HARRINGTON ELEMENTARY SCHOOL



MAY 2013

## PROPOSED SUMMER SCHOOL ZONES:

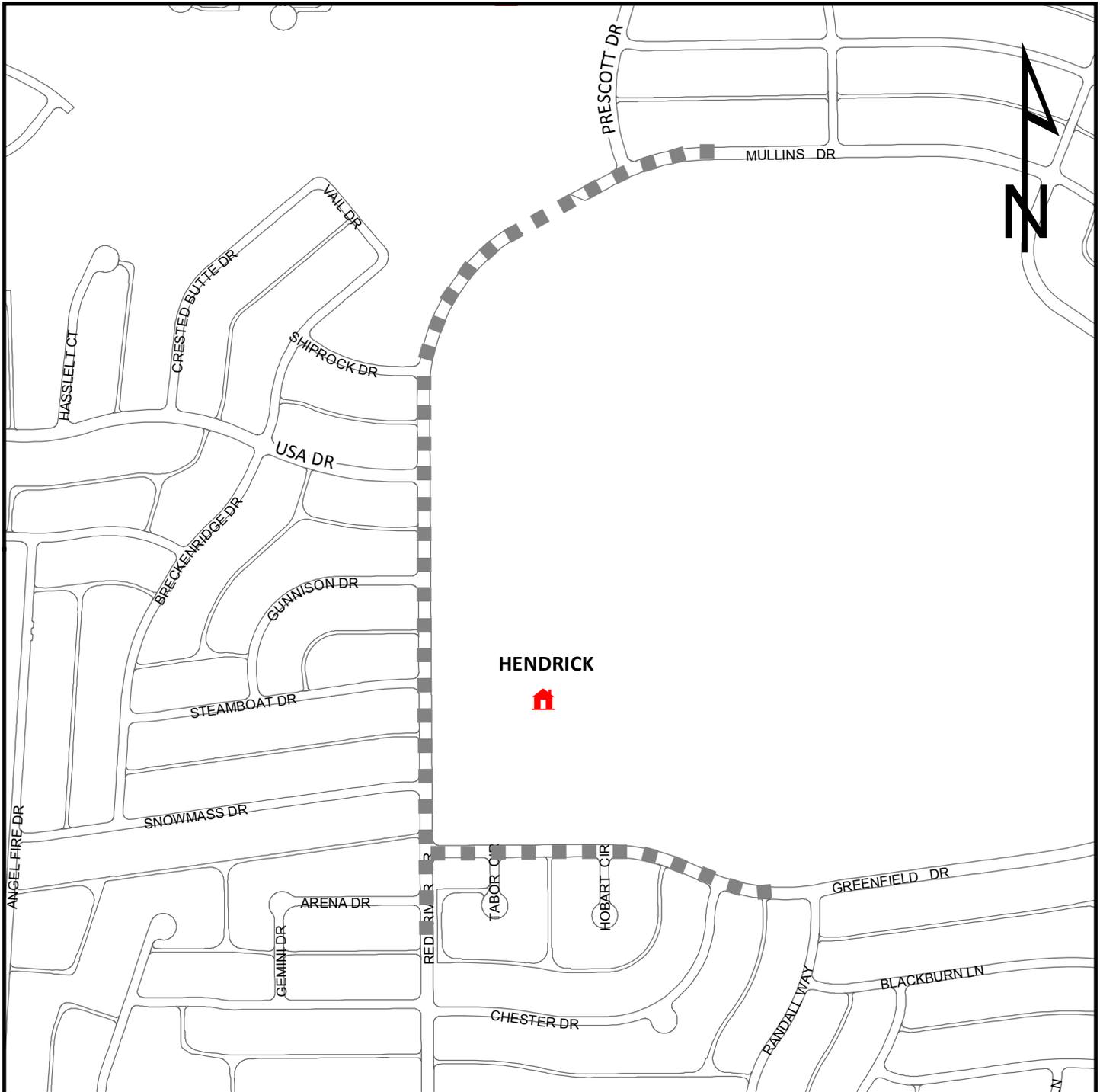
BAFFIN BAY DRIVE, COUNTRY PLACE DRIVE, HARRINGTON DRIVE

## PROPOSED TIMES & DATES:

8:00 AM - 8:45 AM/ 2:55 PM - 3:40 PM

MONDAY, JUNE 17 TO FRIDAY, JULY 12

# HENDRICK MIDDLE SCHOOL



MAY 2013

## PROPOSED SUMMER SCHOOL ZONES:

GREENFIELD DRIVE, MULLINS DRIVE, RED RIVER DRIVE

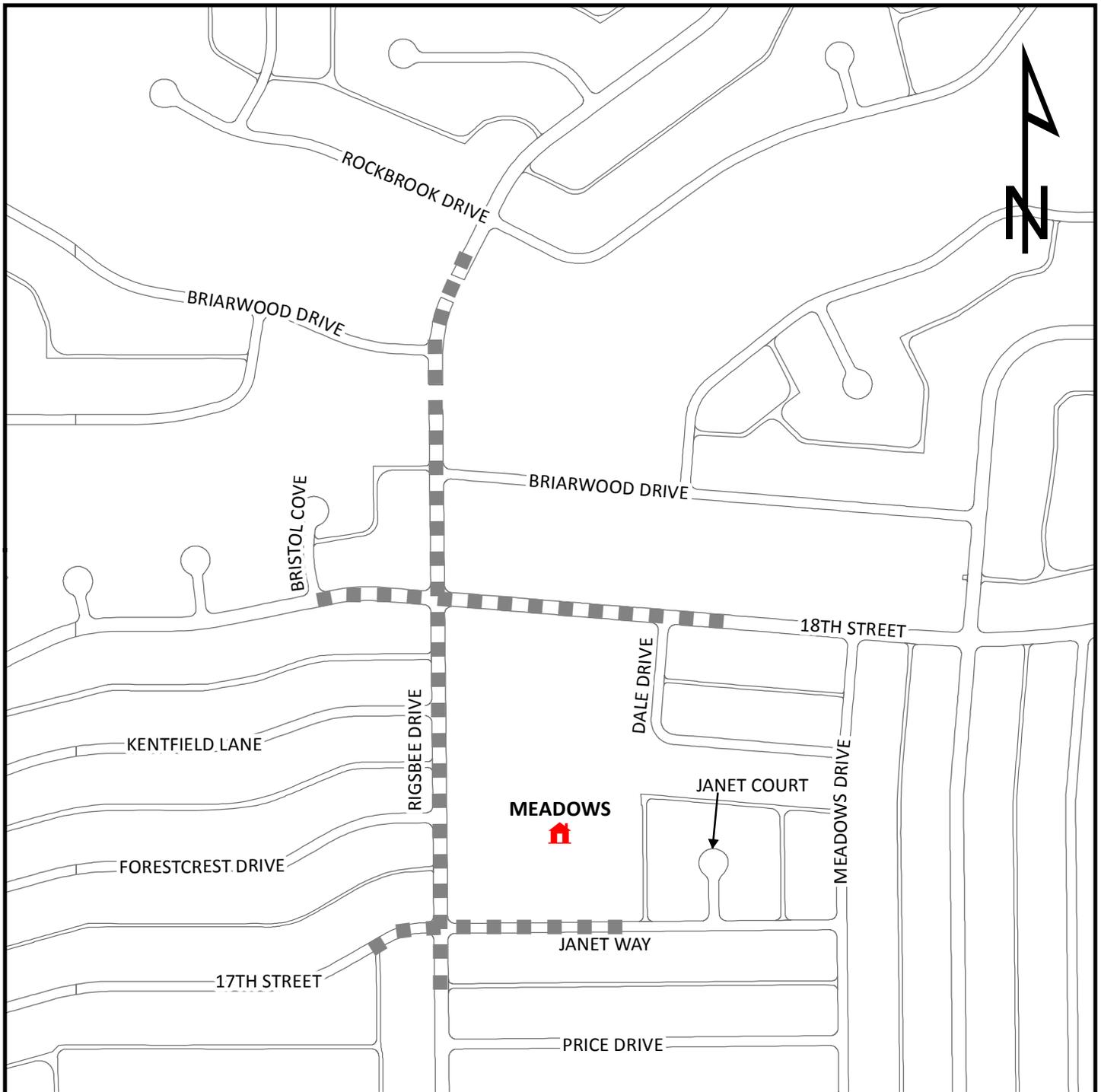
## PROPOSED TIMES & DATES:

8:30 AM - 9:15 AM/ 12:45 PM - 1:30 PM

WEDNESDAY, JUNE 12 TO THURSDAY, JULY 11



# MEADOWS ELEMENTARY SCHOOL



MAY 2013

## PROPOSED SUMMER SCHOOL ZONES:

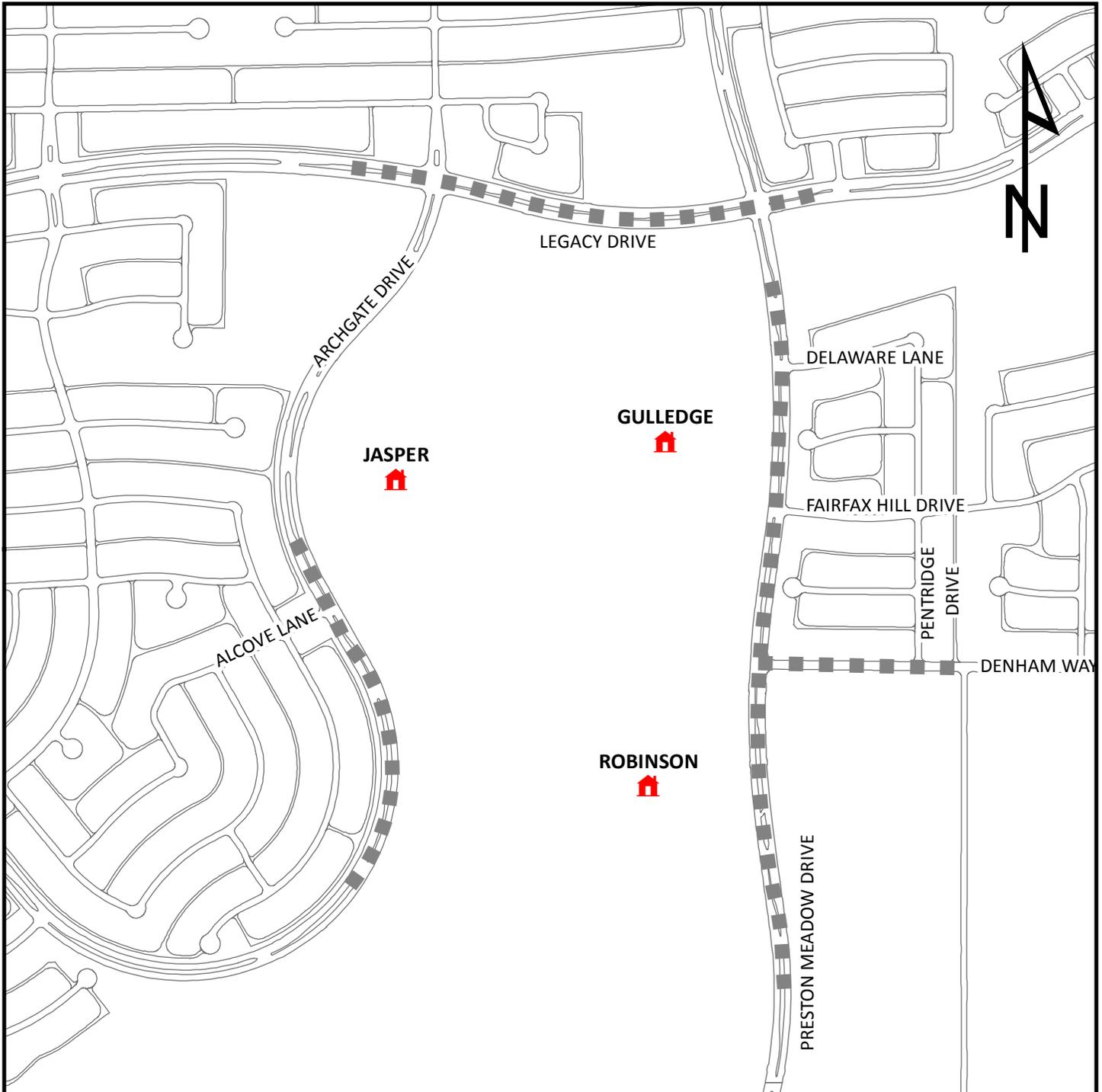
17TH STREET, 18TH STREET, JANET WAY, RIGSBEE DRIVE

## PROPOSED TIMES & DATES:

11:00 AM - 2:00 PM

MONDAY, JUNE 17 TO FRIDAY, AUGUST 2

# ROBINSON MIDDLE SCHOOL



MAY 2013

## PROPOSED SUMMER SCHOOL ZONES:

ARCHGATE DRIVE, DENHAM WAY, LEGACY DRIVE, PRESTON MEADOW DRIVE

## PROPOSED TIMES & DATES:

7:15 AM - 8:00 AM/ 11:30 AM - 12:15 PM

MONDAY, JUNE 17 TO THURSDAY, JULY 11

# SHEPARD ELEMENTARY & WILSON MIDDLE SCHOOLS



MAY 2013

## PROPOSED SUMMER SCHOOL ZONES:

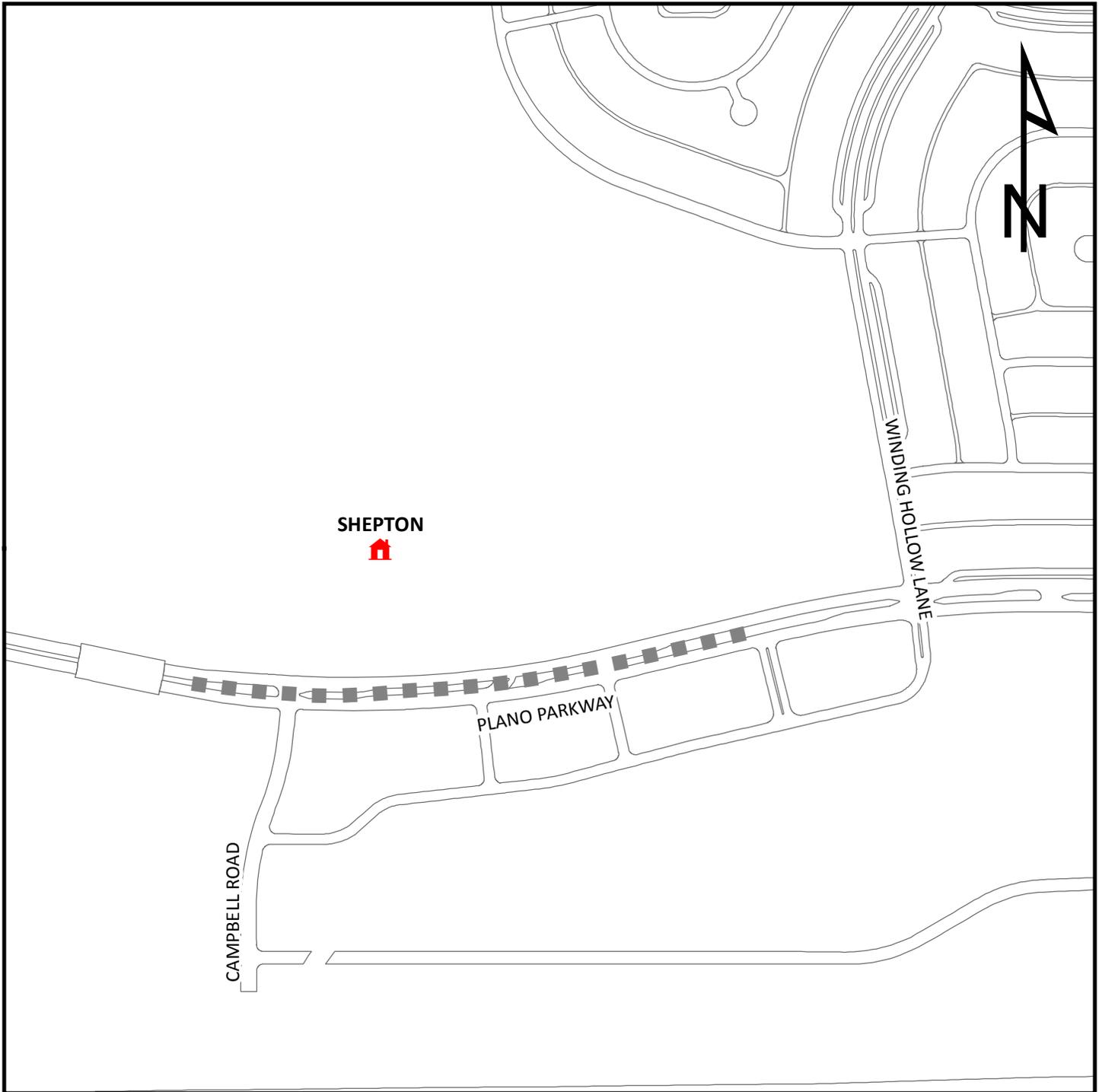
CUSTER ROAD, GLENCLIFF DRIVE, GRANDVIEW DRIVE, KELSEY DRIVE, WILSON DRIVE

## PROPOSED TIMES & DATES:

7:15 AM - 8:15 AM/ 10:45 AM - 12:15 PM

MONDAY, JUNE 17 TO THURSDAY, JULY 25

# SHEPTON HIGH SCHOOL



MAY 2013

## PROPOSED SUMMER SCHOOL ZONE:

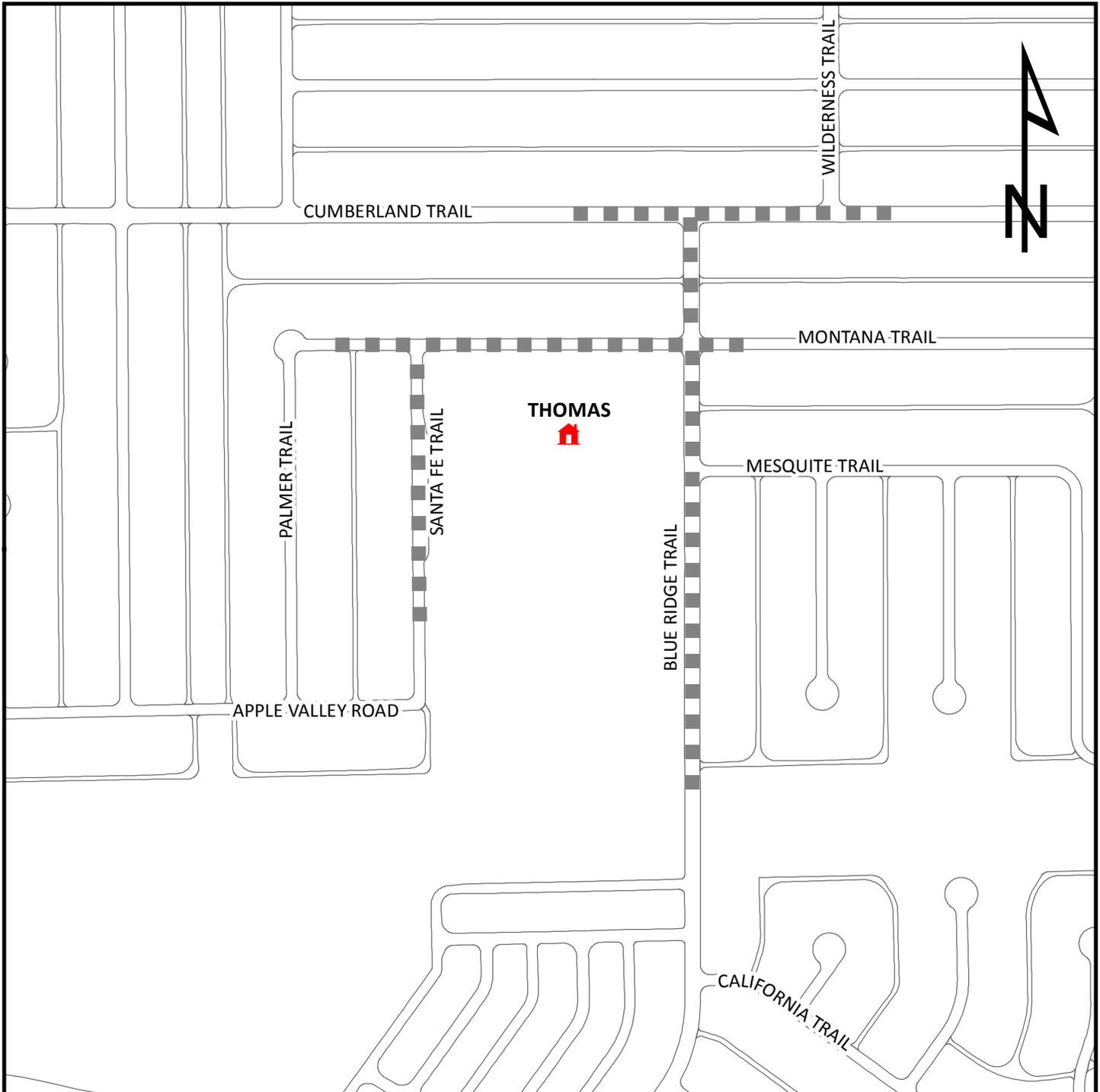
PLANO PARKWAY

## PROPOSED TIMES & DATES:

8:30 AM - 9:15 AM/ 12:45 PM - 1:30 PM

THURSDAY, JUNE 13 TO WEDNESDAY, JULY 3

# THOMAS ELEMENTARY SCHOOL



MAY 2013

## PROPOSED SUMMER SCHOOL ZONES:

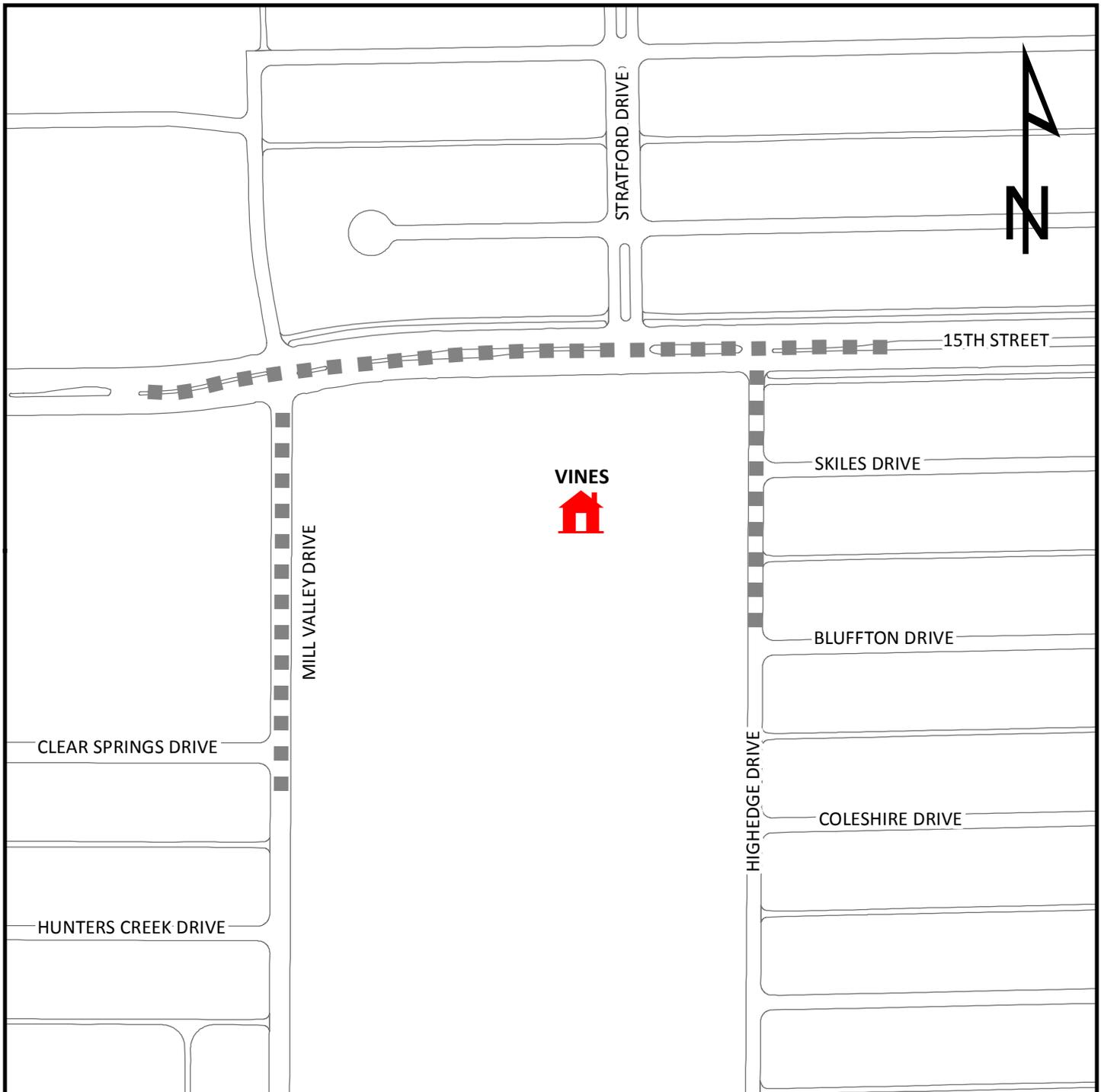
BLUE RIDGE TRAIL, CUMBERLAND TRAIL, MONTANA TRAIL, SANTA FE TRAIL

## PROPOSED TIMES & DATES:

7:15 AM - 8:00 AM/ 9:00 AM - 9:45 AM/ 11:30 AM - 1:00 PM

WEDNESDAY, JUNE 12 TO WEDNESDAY, JULY 3

# VINES HIGH SCHOOL



MAY 2013

## PROPOSED SUMMER SCHOOL ZONES:

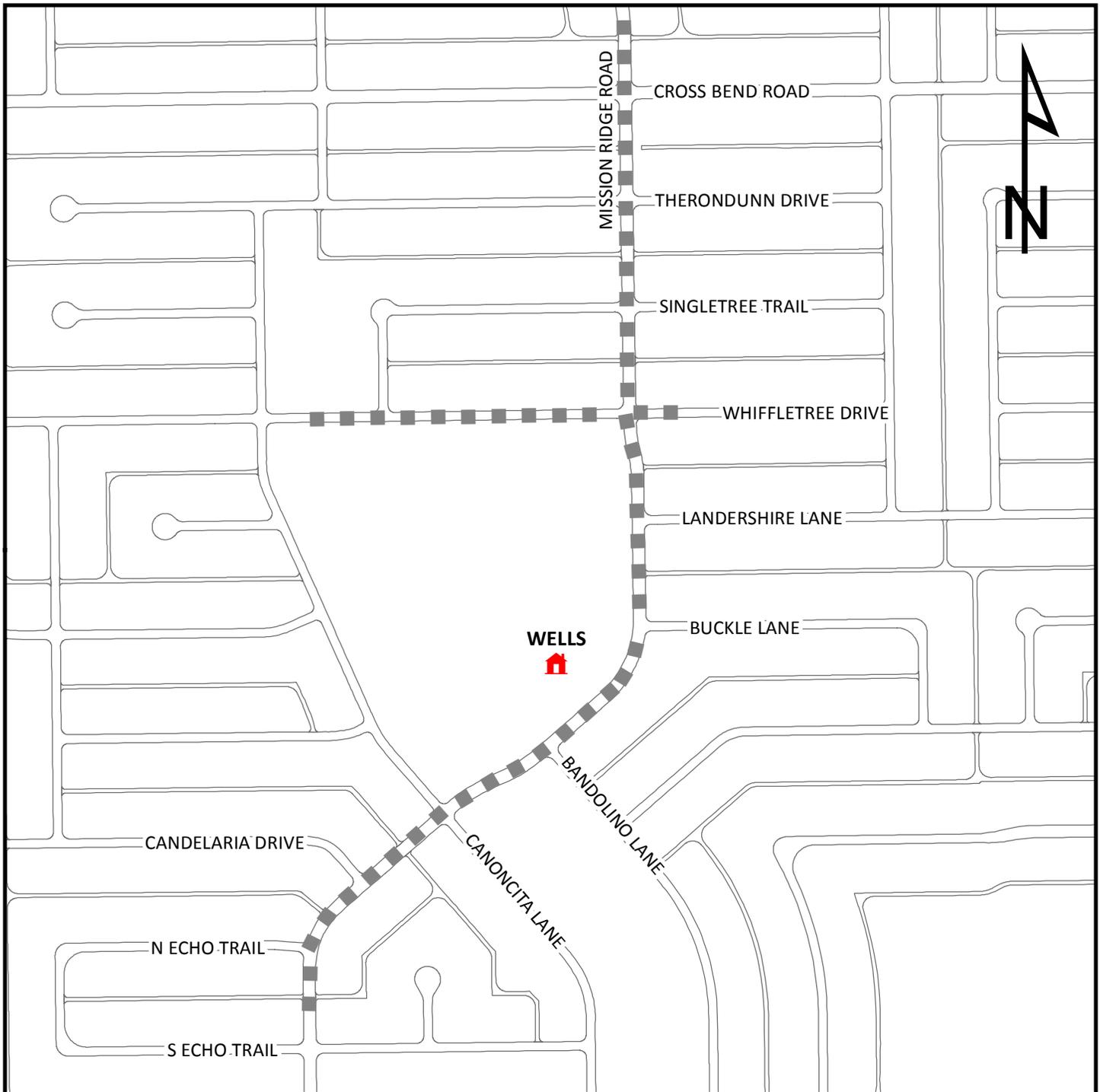
15TH STREET, HIGHEDGE DRIVE, MILL VALLEY DRIVE

## PROPOSED TIMES & DATES:

8:30 AM - 9:15 AM/ 12:45 PM - 1:30 PM

THURSDAY, JUNE 13 TO WEDNESDAY, JULY 3

# WELLS ELEMENTARY SCHOOL



MAY 2013

## PROPOSED SUMMER SCHOOL ZONES:

MISSION RIDGE ROAD, WHIFFLETREE DRIVE

## PROPOSED TIMES & DATES:

8:00 AM - 8:45 AM/ 2:55 PM - 3:40 PM

MONDAY, JUNE 17 TO FRIDAY, JULY 12

**An Ordinance of the City of Plano, Texas amending Section 12-73.1 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to enact school zones for summer school sessions; 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.**

**WHEREAS**, both the Plano Independent School District (PISD) and the Frisco Independent School District (FISD) have schools within the City of Plano;

**WHEREAS**, the PISD opens certain school campuses after the end of the regular school year for summer school sessions;

**WHEREAS**, the school zones listed in Section 12-73.1 for summer school change from year to year as the schools used for summer school change from year to year;

**WHEREAS**, an amended Section 12-73.1 is necessary to provide for a listing of the school zones and effective times applicable during the 2013 summer school sessions;

**WHEREAS**, the City Council of the City of Plano finds it is necessary and in the best interest of the City and its citizens to enact school zones at and near schools open for summer school within the City of Plano; and

**WHEREAS**, the City Council hereby finds that Section 12-73.1 should be amended.

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

**Section I.** Section 12-73.1 of Article IV, Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas, is hereby amended by the repeal of the following Subsection:

*“(d) School zones designated.* The following designated locations and areas are declared to be school zones and the prima facie maximum speed limit for all motor vehicles operated within such locations and areas on school days shall be twenty (20) miles per hour during the designated time periods. Such school zones are designed to serve a public institution of elementary or secondary education.

*15<sup>th</sup> Street:*

- (1) Between a point two hundred (200) feet east of Highedge Drive and a point two hundred (200) feet west of Mill Valley Drive on school days

between 8:15 a.m. and 9:15 a.m. and between 12:30 p.m. and 1:30 p.m.  
(6/6/2012 to 7/12/2012)

*17<sup>th</sup> Street:*

- (1) Between a point one hundred seventy-five (175) feet west of R Avenue and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/11/2012 to 7/3/2012)

*18<sup>th</sup> Street:*

- (1) Between a point six hundred (600) feet east of Red Bud Lane and a point two hundred (200) feet west of P Avenue on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/11/2012 to 7/3/2012)

*Abbey Road:*

- (1) Between P Avenue and Sherwood Drive on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Archgate Drive:*

- (1) Between a point one thousand two hundred fifty (1,250) feet south of Alcove Lane and a point two hundred seventy-five (275) feet north of Alcove Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2012 to 7/3/2012)

*Baffin Bay Drive:*

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point four hundred seventy-five (475) feet east of Country Place Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/11/2012 to 7/12/2012)

*Blue Ridge Trail:*

- (1) Between Cumberland Trail and a point four hundred (400) feet north of California Trail on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Country Place Drive:*

- (1) Between a point one hundred (100) feet north of Papeete Drive and a point one hundred fifty (150) feet north of Faringdon Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/11/2012 to 7/12/2012)
- (2) Between Lake Shore Lane and a point two hundred (200) feet south of Tree House Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Cross Bend Road:*

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point three hundred (300) feet east of Rainier Road on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Cumberland Trail:*

- (1) Between a point one hundred fifty (150) feet east of Wilderness Trail and a point two hundred fifty (250) feet west of Blue Ridge Trail on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Custer Road:*

- (1) Between a point one hundred seventy-five (175) feet south of Westridge Drive and a point one hundred twenty-five (125) feet north of Glenclyff Drive on school days between 7:15 a.m. and 8:15 a.m. and between 11:30 p.m. and 1:30 p.m. (6/6/2012 to 7/26/2012)

*Denham Way:*

- (1) Between Preston Meadow Drive and a point one hundred (100) feet east of Pentridge Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2012 to 7/3/2012)

*Field Cove Drive:*

- (1) Between Rainier Road and Hatherly Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Glenclyff Drive:*

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:15 a.m. and 8:15 a.m. and between 11:30 p.m. and 1:30 p.m. (6/6/2012 to 7/26/2012)

*Grandview Drive:*

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:15 a.m. and 8:15 a.m. and between 11:30 p.m. and 1:30 p.m. (6/6/2012 to 7/26/2012)

*Harrington Drive:*

- (1) Between a point one hundred seventy-five (175) feet east of Country Place Drive and a point one hundred (100) feet west of Ravenglass Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/11/2012 to 7/12/2012)

*Highedge Drive:*

- (1) Between Bluffton Drive and 15<sup>th</sup> Street on school days between 8:15 a.m. and 9:15 a.m. and between 12:30 p.m. and 1:30 p.m. (6/6/2012 to 7/12/2012)

*Jackson Drive:*

- (1) Between Jomar Drive and Robin Road on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Jomar Drive:*

- (1) Between a point two hundred seventy-five (275) feet west of Colchester Drive and a point one hundred (100) feet east of Jackson Drive on school

days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Jupiter Road:*

- (1) Between a point four hundred (400) feet south of Royal Oaks Drive and a point two hundred seventy-five (275) feet south of Park Boulevard on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/6/2012 to 7/12/2012)

*Kelsey Drive:*

- (1) Between Wilson Drive and a point two hundred fifty (250) feet west of Wilson Drive on school days between 7:15 a.m. and 8:15 a.m. and between 11:30 p.m. and 1:30 p.m. (6/6/2012 to 7/26/2012)

*Laurel Lane:*

- (1) Between Jupiter Road and a point one hundred seventy-five (175) feet west of P Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/6/2012 to 7/12/2012)

*Legacy Drive:*

- (1) Between a point two hundred fifty (250) feet east of Preston Meadow Drive and a point three hundred (300) feet west of Archgate Drive on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2012 to 7/3/2012)

*Maumelle Drive:*

- (1) Between Pheasant Run Road and a point four hundred fifty (450) feet east of Independence Parkway on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Mill Valley Drive:*

- (1) Between Clear Springs Drive and 15<sup>th</sup> Street on school days between 8:15 a.m. and 9:15 a.m. and between 12:30 p.m. and 1:30 p.m. (6/6/2012 to 7/12/2012)

*Mission Ridge Road:*

- (1) Between a point one hundred seventy-five (175) feet south of North Echo Trail and a point one hundred seventy-five (175) feet north of Cross Bend Road on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/11/2012 to 7/12/2012)

*Montana Trail:*

- (1) Between a point one hundred fifty (150) feet east of Blue Ridge Trail and a point one hundred seventy-five (175) feet west of Santa Fe Trail on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*P Avenue:*

- (1) Between a point one hundred seventy-five (175) feet south of 17<sup>th</sup> Street and a point four hundred twenty-five (425) feet north of 18<sup>th</sup> Street on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/11/2012 to 7/3/2012)
- (2) Between a point two hundred twenty-five (225) feet south of Parker Road and a point one hundred twenty-five (125) feet north of Abbey Road on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Park Boulevard:*

- (1) Between a point one hundred seventy-five (175) feet east of Jupiter Road and a point one hundred seventy-five (175) feet west of R Avenue on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/6/2012 to 7/12/2012)

*Parker Road:*

- (1) For eastbound traffic, between a point fifty (50) feet west of Tarkio Road and a point three hundred ten (310) feet west of Raton Lane and for westbound traffic, a point seven hundred sixty (760) feet east of P Avenue and a point fifty (50) feet west of Tarkio Road on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Plano Parkway:*

- (1) Between a point two hundred fifty (250) feet west of Campbell Road and a point four hundred twenty-five (425) feet west of Winding Hollow Lane on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/11/2012 to 7/3/2012)

*Preston Meadow Drive:*

- (1) Between a point two hundred seventy-five (275) feet south of Legacy Drive and a point one thousand three hundred ten (1,310) feet south of Denham Way on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/6/2012 to 7/3/2012)

*Old Orchard Drive:*

- (1) Between Old Orchard Court and a point two hundred (200) feet north of Maumelle Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*R Avenue:*

- (1) Between Park Boulevard and a point one hundred seventy-five (175) feet north of Laurel Lane on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/6/2012 to 7/12/2012)

*Rainier Road:*

- (1) Between a point one hundred seventy-five (175) feet north of Field Cove Drive and a point one hundred fifty (150) feet south of Pioneer Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Robin Road:*

- (1) Between a point one hundred (100) feet east of Jackson Drive and a point five hundred twenty-five (525) feet east of Woodburn Corners on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Roundrock Trail:*

- (1) Between a point three hundred (300) feet north of Mountview Place and a point three hundred twenty-five (325) feet south of Mountview Place on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Santa Fe Trail:*

- (1) Between Montana Trail and a point two hundred (200) feet north of Apple Valley Road on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/6/2012 to 7/3/2012)

*Whiffletree Drive:*

- (1) Between a point one hundred twenty-five (125) feet east of Canoncita Lane and a point one hundred fifty (150) feet east of Mission Ridge Road on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/11/2012 to 7/12/2012)

*Wilson Drive:*

- (1) Between Glencliff Drive and a point one hundred fifty (150) feet south of Grandview Drive on school days between 7:15 a.m. and 8:15 a.m. and between 11:30 p.m. and 1:30 p.m. (6/6/2012 to 7/26/2012)”

**Section II.** Section 12-73.1 of Article IV, Chapter 12 Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas, is hereby amended by the addition of the following Subsection entitled and to read as follows:

“(d) *School zones designated.* The following designated locations and areas are declared to be school zones and the prima facie maximum speed limit for all motor vehicles operated within such locations and areas on school days shall be twenty (20) miles per hour during the designated time periods. Such school zones are designed to serve a public institution of elementary or secondary education.

*15<sup>th</sup> Street:*

- (1) Between a point two hundred (200) feet east of Highedge Drive and a point two hundred (200) feet west of Mill Valley Drive on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/13/2013 to 7/3/2013)

*17<sup>th</sup> Street:*

- (1) Between Rigsbee Drive and a point two hundred (200) feet west of Rigsbee Drive on school days between 11:00 a.m. and 2:00 p.m. (See also Janet Way) (6/17/2013 to 8/2/2013)

*18<sup>th</sup> Street:*

- (1) Between Bristol Cove and a point two hundred (200) feet east of Dale Drive on school days between 11:00 a.m. and 2:00 p.m. (See also Janet Way) (6/17/2013 to 8/2/2013)

*Abbey Road:*

- (1) Between P Avenue and Sherwood Drive on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/12/2013 to 7/3/2013)

*Archgate Drive:*

- (1) Between a point one thousand two hundred fifty (1,250) feet south of Alcove Lane and a point two hundred seventy-five (275) feet north of Alcove Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/17/2013 to 7/11/2013)

*Baffin Bay Drive:*

- (1) Between a point one hundred seventy-five (175) feet west of Country Place Drive and a point four hundred seventy-five (475) feet east of Country Place Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/17/2013 to 7/12/2013)

*Blue Ridge Trail:*

- (1) Between Cumberland Trail and a point four hundred (400) feet north of California Trail on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/12/2013 to 7/3/2013)

*Country Place Drive:*

- (1) Between a point one hundred (100) feet north of Papeete Drive and a point one hundred fifty (150) feet north of Faringdon Drive on school days

between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m.  
(6/17/2013 to 7/12/2013)

*Cumberland Trail:*

- (1) Between a point one hundred fifty (150) feet east of Wilderness Trail and a point two hundred fifty (250) feet west of Blue Ridge Trail on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/12/2013 to 7/3/2013)

*Custer Road:*

- (1) Between a point one hundred seventy-five (175) feet south of Westridge Drive and a point one hundred twenty-five (125) feet north of Glencliff Drive on school days between 7:15 a.m. and 8:15 a.m. and between 10:45 a.m. and 12:15 p.m. (6/17/2013 to 7/25/2013)

*Denham Way:*

- (1) Between Preston Meadow Drive and a point one hundred (100) feet east of Pentridge Lane on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/17/2013 to 7/11/2013)

*Glencliff Drive:*

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:15 a.m. and 8:15 a.m. and between 10:45 a.m. and 12:15 p.m. (6/17/2013 to 7/25/2013)

*Grandview Drive:*

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:15 a.m. and 8:15 a.m. and between 10:45 a.m. and 12:15 p.m. (6/17/2013 to 7/25/2013)

*Greenfield Drive:*

- (1) Between Red River Drive and a point fifty (50) feet west of Randall Way on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/12/2013 to 7/11/2013)

*Harrington Drive:*

- (1) Between a point one hundred seventy-five (175) feet east of Country Place Drive and a point one hundred (100) feet west of Ravenglass Drive on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/17/2013 to 7/12/2013)

*Highedge Drive:*

- (1) Between Bluffton Drive and 15<sup>th</sup> Street on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/13/2013 to 7/3/2013)

*Jackson Drive:*

- (1) Between Jomar Drive and Robin Road on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/12/2013 to 7/3/2013)

*Janet Way:*

- (1) Between Rigsbee Drive and a point one hundred seventy-five (175) feet west of Janet Court on school days between 11:00 a.m. and 2:00 p.m. (See also Janet Way) (6/17/2013 to 8/2/2013) (See also 17th Street)

*Jomar Drive:*

- (1) Between a point two hundred seventy-five (275) feet west of Colchester Drive and a point one hundred (100) feet east of Jackson Drive on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/12/2013 to 7/3/2013)

*Kelsey Drive:*

- (1) Between Wilson Drive and a point two hundred fifty (250) feet west of Wilson Drive on school days between 7:15 a.m. and 8:15 a.m. and between 10:45 a.m. and 12:15 p.m. (6/17/2013 to 7/25/2013)

*Legacy Drive:*

- (1) Between a point two hundred fifty (250) feet east of Preston Meadow Drive and a point three hundred (300) feet west of Archgate Drive on

school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/17/2013 to 7/11/2013)

*Maumelle Drive:*

- (1) Between Pheasant Run Road and a point four hundred fifty (450) feet east of Independence Parkway on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/17/2013 to 7/11/2013)

*Mill Valley Drive:*

- (1) Between Clear Springs Drive and 15<sup>th</sup> Street on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/13/2013 to 7/3/2013)

*Mission Ridge Road:*

- (1) Between a point one hundred seventy-five (175) feet south of North Echo Trail and a point one hundred seventy-five (175) feet north of Cross Bend Road on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/17/2013 to 7/12/2013)

*Montana Trail:*

- (1) Between a point one hundred fifty (150) feet east of Blue Ridge Trail and a point one hundred seventy-five (175) feet west of Santa Fe Trail on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/12/2013 to 7/3/2013)

*Mullins Drive:*

- (1) Between Prescott Drive and a point two hundred fifty (250) feet east of Prescott Drive on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/12/2013 to 7/11/2013) (See Red River Drive)

*P Avenue:*

- (1) Between a point two hundred twenty-five (225) feet south of Parker Road and a point one hundred twenty-five (125) feet north of Abbey Road on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/12/2013 to 7/3/2013)

*Parker Road:*

- (1) For eastbound traffic, between a point fifty (50) feet west of Tarkio Road and a point three hundred ten (310) feet west of Raton Lane and for westbound traffic, a point seven hundred sixty (760) feet east of P Avenue and a point fifty (50) feet west of Tarkio Road on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/12/2013 to 7/3/2013)

*Parkhaven Drive:*

- (1) Between a point two hundred fifty (250) feet west of Independence Parkway and a point one hundred seventy-five (175) feet east of Stone Creek Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/17/2013 to 7/11/2013)

*Pinehurst Drive:*

- (1) Between Parkhaven Drive and a point one hundred seventy-five (175) feet east of Lakeview Trail on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/17/2013 to 7/11/2013)

*Plano Parkway:*

- (1) Between a point two hundred fifty (250) feet west of Campbell Road and a point four hundred twenty-five (425) feet west of Winding Hollow Lane on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/13/2013 to 7/3/2013)

*Preston Meadow Drive:*

- (1) Between a point two hundred seventy-five (275) feet south of Legacy Drive and a point one thousand three hundred ten (1,310) feet south of Denham Way on school days between 7:15 a.m. and 8:00 a.m. and between 11:30 a.m. and 12:15 p.m. (6/17/2013 to 7/11/2013)

*Old Orchard Drive:*

- (1) Between Old Orchard Court and a point two hundred (200) feet north of Maumelle Drive on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/17/2013 to 7/11/2013)

*Red River Drive:*

- (1) Between Prescott Drive and a point one hundred fifty (150) feet south of Arena Drive on school days between 8:30 a.m. and 9:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/12/2013 to 7/11/2013) (See Mullins Drive)

*Rigsbee Drive:*

- (1) Between a point one hundred twenty-five (125) feet north of Price Drive and a point one hundred twenty-five (125) feet south of Rockbrook Drive on school days between 11:00 a.m. and 2:00 p.m. (See also Janet Way) (6/17/2013 to 8/2/2013)

*Robin Road:*

- (1) Between a point one hundred (100) feet east of Jackson Drive and a point five hundred twenty-five (525) feet east of Woodburn Corners on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/12/2013 to 7/3/2013)

*Roundrock Trail:*

- (1) Between a point three hundred (300) feet north of Mountview Place and a point three hundred twenty-five (325) feet south of Mountview Place on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/17/2013 to 7/11/2013)
- (2) Between a point two hundred fifty (250) feet north of Teakwood Lane and a point three hundred seventy-five (375) feet north of Russwood Lane on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/17/2013 to 7/11/2013)

*Santa Fe Trail:*

- (1) Between Montana Trail and a point two hundred (200) feet north of Apple Valley Road on school days between 7:15 a.m. and 8:00 a.m., 9:00 a.m. and 9:45 a.m., and between 11:30 a.m. and 1:00 p.m. (6/12/2013 to 7/3/2013)

*Whiffletree Drive:*

- (1) Between a point one hundred twenty-five (125) feet east of Canoncita Lane and a point one hundred fifty (150) feet east of Mission Ridge Road

on school days between 8:00 a.m. and 8:45 a.m. and between 2:55 p.m. and 3:40 p.m. (6/17/2013 to 7/12/2013)

*Wilson Drive:*

- (1) Between Glencliff Drive and a point one hundred fifty (150) feet south of Grandview Drive on school days between 7:15 a.m. and 8:15 a.m. and between 10:45 a.m. and 12:15 p.m. (6/17/2013 to 7/25/2013)

*Westside Drive:*

- (1) Between Parkhaven Drive and Park Boulevard on school days between 8:00 a.m. and 8:45 a.m. and between 12:15 p.m. and 1:00 p.m. (6/17/2013 to 7/11/2013)”

**Section III.** All other portions of Chapter 12, Motor Vehicles and Traffic of the City of Plano Code of Ordinances shall remain in full force and effect and shall be alphabetized to accommodate the adoption of the revised Subsections in this Ordinance.

**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 hereof, 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.** Any violation of the provisions or terms of this ordinance by any person, firm, or corporation shall be a misdemeanor offense and shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

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

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

**DULY PASSED AND APPROVED** this **28<sup>th</sup>** day of **May, 2013**.

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Harry LaRosiliere, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/28/13		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Anita Bell, 7194</b>				
<b>CAPTION</b>				
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$49,071 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2012-13 for the purpose of providing funds for the estimated costs associated with conducting a Runoff Election on June 15, 2013, which was ordered on May 20, 2013; amending the Budget of the City and Ordinance No. 2012-9-8, Section 1, Item "A" to reflect the action taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	206,780,603	0
Encumbered/Expended Amount		0	0	0
This Item		0	49,071	0
BALANCE		0	206,829,674	0
<b>FUND(S):    GENERAL FUND</b>				
<p><b>COMMENTS:</b> Supplemental appropriations approved to date for the General Fund, including this item, total \$49,071. The current General Fund balance supports this supplemental appropriation in the amount of \$49,071. This supplemental appropriation will be taken from the approved FY 2012-13 Budget. There is a companion agenda item in the amount of \$49,071 for a Contract to the Elections Administrator of Collin County, Texas.</p> <p><b>STRATEGIC PLAN GOAL:</b> Conducting a Runoff Election relates to the City's goal of Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
Supplemental Appropriation No. 1				
<p>To approve a contract with Collin County Elections Administrator for the City of Plano Runoff Election on June 15, 2013, which was ordered on May 20, 2013. This supplemental appropriation will cover all estimated costs associated with conducting an unbudgeted Runoff Election.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

Supplemental Appropriation Log	

**An Ordinance of the City of Plano, Texas, transferring the sum of \$49,071 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2012-13 for the purpose of providing funds for the estimated costs associated with conducting a Runoff Election on June 15, 2013, which was ordered on May 20, 2013; amending the Budget of the City and Ordinance No. 2012-9-8, Section 1, Item "A" to reflect the action taken herein; declaring this action to be a case of public necessity; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano approved and adopted the Budget for the City for fiscal year 2012-13 setting the appropriations for the General Fund at \$206,780,603; and

**WHEREAS**, a Runoff Election for the City of Plano was ordered on May 20, 2013; and

**WHEREAS**, the City Council deems it to be in the best interest of the City of Plano and its citizens to expend public funds for estimated costs associated with conducting a Runoff Election; and

**WHEREAS**, such necessary and essential costs cannot be fully met through appropriations in the existing Budget; and

**WHEREAS**, the City Council now finds that additional appropriations to the General Fund Operating Appropriation should be made in order to provide additional funding for the Runoff Election; and that such action is a public necessity.

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

**SECTION I.** The estimated sum of FORTY NINE THOUSAND AND SEVENTY-ONE DOLLARS (\$49,071) is hereby transferred from the General Fund unappropriated fund balance to the General Fund operating appropriation.

**SECTION II.** The Budget of the City of Plano for fiscal year 2012-13 as adopted by Ordinance No. 2012-9-8 is amended to reflect the action taken herein.

**SECTION III.** The action taken herein is found and declared to be a case of public necessity.

SECTION IV. This supplemental appropriation Ordinance No. 1 shall become effective immediately from and after the date of its passage.

**DULY PASSED AND APPROVED THIS THE 28<sup>TH</sup> DAY OF MAY 2013.**

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Harry LaRosiliere, **MAYOR**

ATTEST:

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Diane Zucco, **CITY SECRETARY**

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Diane C. Wetherbee, **CITY ATTORNEY**

**FY 2012-13**  
**SUPPLEMENTAL APPROPRIATIONS**

<b>Description</b>	<b>Department</b>	<b>Amount</b>
Supplemental Appropriation for Runoff Election for Collin County	City Secretary	\$49,071
TOTAL GENERAL FUND APPROPRIATIONS		<u>\$49,071</u>
TOTAL PTN FUND APPROPRIATIONS		<u>                    </u>
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL WATER & SEWER FUND		<u>\$ -</u>
		<u>\$ -</u>
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL GOLF COURSE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL RECREATION FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		<u>\$ -</u>
<b>GRAND TOTAL ALL FUNDS</b>		<u><b>\$ 49,071</b></u>



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		05/28/2013			
Department:		City Secretary			
Department Head		Diane Zucco			
Agenda Coordinator (include phone #): <b>Sharon Kotwitz X7120</b>					
<b>CAPTION</b>					
An Ordinance of the City of Plano, Texas, adopting and enacting Supplement Number 103 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2012-2013</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(s):    NA</b>					
<b>COMMENTS:</b> This item has no fiscal impact.					
STRATEGIC PLAN GOAL:    Adoption of the Quarterly Code Supplement relates to the City's goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
Adoption of this ordinance enables this supplement to be admissible in court.					
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies		

**An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 103 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

**WHEREAS**, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

**WHEREAS**, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 103; and

**WHEREAS**, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 103 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

**Section I.** The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 103 as prepared by the codifier.

**Section II.** This Ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 28th day of May, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/28/2013		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): <b>Linda Thomason x8301</b>				
<b>CAPTION</b>				
Public Hearing and an Ordinance of the City of Plano, Texas designating a certain area within the City of Plano, Texas as Reinvestment Zone No. 134 for tax abatement, consisting of a 5.435 acre tract of land located in the Maria C. Vela Survey, Abstract No. 935, Collin County and described in Exhibit "A" attached hereto in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact. Notice of public hearing published on May 19, 2013 to create Reinvestment Zone 134. The business personal property improvements amount is \$16,000,000.00. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
<b>SUMMARY OF ITEM</b>				
This relates to Thomson Reuters Application, Inc., a Delaware corporation, request for tax abatement on Reinvestment Zone 134 and the creation of the zone on Pinecrest Drive.				
List of Supporting Documents: Ordinance Metes and Bounds			Other Departments, Boards, Commissions or Agencies	

**An Ordinance of the City of Plano, Texas designating a certain area within the City of Plano, Texas as Reinvestment Zone No. 134 for tax abatement, consisting of a 5.435 acre tract of land located in the Maria C. Vela Survey, Abstract No. 935, Collin County and described in Exhibit "A" attached hereto in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

**WHEREAS**, a public hearing before the City Council was set for 7:00 p.m. on the 28th day of May, 2013, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

**WHEREAS**, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

**WHEREAS**, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

**WHEREAS**, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

**Section I.** The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

**Section II. Definitions.** For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.
- b) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.
- c) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

**Section III.** The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and
- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and
- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and,
- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

**Section IV.** Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 134, City of Plano, Texas.

**Section V.** The zone shall be effective as of January 1, 2014.

**Section VI.** To be eligible for tax abatement a project shall:

- a) Be located wholly within the zone as established herein.
- b) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.
- c) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- d) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

**Section VII.** Written tax abatement agreements with property owner located within the zone shall provide the terms regarding duration of exemption and share of taxable Tangible Personal Property value from taxation as approved hereunder as shown below:

- a) Ten (10) consecutive tax years beginning with and including the January 1, 2014 assessment date for the Tangible Personal Property Improvements.
- b) Share of taxes abated – fifty percent (50%) of taxes on the total appraised value of Tangible Personal Property for the years 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2021.

**Section VIII.** Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property; and
- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements; and

- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and,
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

**Section IX.** If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

**Section X.** This Ordinance shall become effective from and after its date of passage.

**DULY PASSED AND APPROVED** this 28th day of May, 2013.

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Harry LaRosiliere, MAYOR

ATTEST:

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Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

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Diane C. Wetherbee, CITY ATTORNEY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**BEING** a tract of land out of the Maria C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas, being all of Lot 1R, Block A of Stream Data Center, Lot 1R, Block A, an addition to the City of Plano according to the plat thereof recorded in Cabinet 2012, Page 419 of the Map Records of Collin County, Texas and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod found in the northeast right-of-way line of Spring Creek Parkway (160' ROW) for the southeast corner of Spring Creek Golf Center, an addition to the City of Plano according to the plat thereof recorded in Cabinet K, Page 647 of the Map Records of Collin County, Texas and for the southwest corner Lot 2, Block A, Stream Data Center, an addition to the City of Plano, Texas according to the plat recorded in Volume 2006, Page 822, Map Records of Collin County, Texas;

**THENCE** with the east line of said Spring Creek Golf Center and along a fence, North 00°08'01" West, a distance of 91.28 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northwest corner of said Lot 2, Block A for corner;

**THENCE** North 29°48'17" East, a distance of 149.15 feet to the **POINT OF BEGINNING**;

**THENCE** North 0°08'01" West, a distance of 370.39 feet to a point for corner;

**THENCE** North 89°51'59" East, a distance of 628.16 feet to a point for corner;

**THENCE** South 0°08'01" East, a distance of 356.27 feet to a point for corner;

**THENCE** South 89°51'59" West, a distance of 315.16 feet to a point for corner;

**THENCE** South 0°08'01" East, a distance of 46.13 feet to a point for corner;

**THENCE** South 89°51'59" West, a distance of 266.50 feet to a point for corner;

**THENCE** North 0°08'01" West, a distance of 32.00 feet to a point for corner;

**THENCE** South 89°51'59" West, a distance of 46.50 feet to the **POINT OF BEGINNING** and containing 5.435 acres or 236,740 square feet of land.

Bearing system based on the monuments found in the east line of Spring Creek Golf Center, an addition to the City of Plano according to the plat thereof recorded in Cabinet K, Page 647 of the Map Record.

**EXHIBIT "A"**  
**SITE PLAN/MAP OF PROJECT**





## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/28/13		
Department:		Economic Development		
Department Head		Sally Bane		
Agenda Coordinator (include phone #): <b>Linda Thomason x8301</b>				
<b>CAPTION</b>				
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 Thomson Reuters Application, Inc., a Delaware corporation, providing for a business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(s):    N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.				
<b>SUMMARY OF ITEM</b>				
This relates to Thomson Reuters Application, Inc.'s request for tax abatement on Reinvestment Zone No. 134 and the creation of the zone on Pinecrest Drive.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				
Tax Abatement 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 Thomson Reuters Application, Inc., a Delaware corporation, providing for a business personal property tax abatement; and 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 Tax Abatement Agreement by and between the City of Plano, Texas and Thomson Reuters Application, Inc., a Delaware corporation, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

**Section I.** The terms and conditions of the Agreement having been reviewed by the City Council of the City of Plano, Texas 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.** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED** this the 28th day of May, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



determined by the Collin County Appraisal District of not less than Sixteen Million Dollars (\$16,000,000.00) on the Real Property by December 31, 2013, and is or will be owned by Tenant.

3. Tenant shall maintain the taxing situs of the Personalty on the Real Property and may not relocate the taxing situs of the Personalty to other Reinvestment Zones in the City.

### **IMPROVEMENTS**

4. (a) The Tenant agrees to add the Personalty required under Section 2 by December 31, 2013, unless an extension as a result of an Event of Force Majeure is approved by the City in writing. The term "Event of Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Tenant at the Real Property. The term shall not include a downturn in the economy.

(b) By December 31, 2013, the Tenant shall make or cause to be made new improvements to the Real Property in excess of the assessed taxable value of the Collin County Appraisal District on the Real Property as designated for the 2012 tax year unless an extension as a result of an Event of Force Majeure, as defined in Section 4(a) above, is approved by the City in writing. Tenant shall occupy building space at the Real Property on or before December 31, 2015 unless an extension as a result of an Event of Force Majeure, as defined in Section 4(a) above, is approved by the City in writing.

(c) Upon the occurrence of an Event of Force Majeure, the Tenant shall notify the City in writing not less than sixty (60) days of the commencement of the Event of Force Majeure with supporting documentation, the anticipated duration and the actions that the Tenant will take to alleviate the Event of Force Majeure. The City Manager shall consider such request and may grant an extension of time to complete the obligations; such extension shall not be unreasonably withheld. If the Event of Force Majeure results in a delay of meeting the required improvement value, the Tenant agrees that in the following year the minimum required taxable value of the Improvements and/or Personalty shall be met.

### **DEFAULT**

5. Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) Tenant allows its ad valorem personal property taxes owed the City to become delinquent and fails to either:

(i) timely and properly follow the legal procedures for protest and/or contest of any such taxes, or

(ii) cure such delinquency within 30 days of receipt of notice of such delinquency; or

(b) Tenant fails to construct the Improvements required in Section 4(b); or

(c) (i) In the first year of the abatement period for the Personalty, the assessed taxable value is less than the minimum amount set forth in Section 2; or

(ii) At any time during the Agreement, the Personalty is removed from the Real Property and the result is the taxable appraised value of the Personalty is below the minimum amount set forth in Section 2; or

(d) Tenant fails to provide the annual certification as required in Section 9; or

(e) Tenant fails to comply with the Assignment provision in Section 10; or

(f) Tenant has been convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of aliens at the Real Property.

6. In the event that the Tenant defaults under any section of this Agreement, the City shall give the Tenant written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated except any damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

7. Upon the occurrence of an event of default under Section 5(a) (b) or (f) above and that remains uncured, all taxes, including previously abated taxes which would have been paid to the City without the benefit of this Agreement, shall become due and owing to the City from the Tenant, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07 and Texas Government Code Chapter 2264.

Upon the occurrence of an event of default under Section 5(c) (d) or (e) above and that remains uncured, at the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City without the benefit of this Agreement to become due and owing to the City from the Tenant, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07. City shall exercise such option within ninety (90) days of notice of default.

## **EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS**

8. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

## **ANNUAL CERTIFICATION**

9. Beginning November 1, 2014, and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Tenant, or their successors or assigns, must provide annual certification (substantially in the form attached as **EXHIBIT "B"** hereto) to the City certifying compliance with each applicable term of the Agreement.

## **ASSIGNMENT**

10. If Tenant wishes to assign its rights and duties under this Agreement, it must comply with the following provisions. A failure to comply is an event of default and all remedies may apply including but not limited to a suspension of the abatement for the year(s) for which non-compliance occurred.

(a) City Consent Required. Except as permitted by (b) below, this Agreement may not be assigned without the express written consent of the City. The assignment agreement must be furnished in a form acceptable to the City and be provided at least sixty (60) days prior to the effective assignment date for the City Council review and approval.

(b) Exceptions to City Consent. Tenant may assign this Agreement without obtaining the City's consent:

(i) To a wholly owned affiliate of Tenant; or

(ii) Any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety percent (90%) of the assets of the Tenant; or

(c) Prior to the effective date of the assignment or sale under (a) or (b) above, the assigning party agrees to have the assignee or successor execute an agreement with the City to be bound to all the terms and conditions of this Agreement, without exception, and the assignee or successor shall be responsible for any default(s) of the assignee or seller that occurred prior to or after the effective date of the assignment.

## **ABATEMENT PROVISIONS**

11. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem personal property taxes taxes

belonging to Tenant located on the Real Property otherwise owed to the City shall be abated as follows:

(a) The tax abatement as to Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2014 through December 31, 2023.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Personalty improvements for the tax years set forth above.

(c) The Tenant shall have the right to protest and/or contest any assessment of the Personalty improvements where such assessment is above the minimum amount required to be maintained under Section 2 of this Agreement. The abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those required in Section 2 as a result of a Tenant filed protest and/or contest, or the removal of Personalty from the Real Property.

### **NOTICE**

12. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano  
Attention: Mr. Bruce D. Glasscock  
City Manager  
P.O. Box 860358  
Plano, Texas 75086-0358

With copy to:

City of Plano  
Attention: Ms. Diane C. Wetherbee  
City Attorney  
P.O. Box 860358  
Plano, Texas 75086-0358

For Tenant by notice to:

Frank Bonifacio  
Thomson Reuters  
610 Opperman Drive  
Eagan, MN 55121

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

### **MISCELLANEOUS PROVISIONS**

13. During the term of the Agreement, the Tenant further agrees that the City, its agents and employees, shall have reasonable right (with no less than five (5) business days prior written notice to Tenant) to access the Real Property during regular business hours to inspect the Personalty improvements in order to insure that the location of the Personalty improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

14. It is understood and agreed that the Tenant, in performing its respective obligations hereunder, is acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Tenant agrees to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of their respective defaults of their obligations hereunder.

15. Based upon the certification provided by Tenant, the City represents that the Real Property is not owned by any member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

16. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 28th day of May, 2013, authorizing the City Manager to execute the Agreement on behalf of the City.

17. This Agreement was entered into by Tenant pursuant to its duly authorized representative.

18. This instrument shall constitute a valid and binding agreement between the City and the Tenant when executed in accordance herewith.

19. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. This Agreement is performable in Collin County, Texas and venue for any dispute arising out of this Agreement shall be in Collin County, Texas.

This Agreement shall be effective upon the last date on which all parties have executed this agreement.

ATTEST:

CITY OF PLANO, TEXAS, a home-rule  
municipal corporation

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

\_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

THOMSON REUTERS APPLICATION,  
INC., a Delaware corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**BEING** a tract of land out of the Maria C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas, being all of Lot 1R, Block A of Stream Data Center, Lot 1R, Block A, an addition to the City of Plano according to the plat thereof recorded in Cabinet 2012, Page 419 of the Map Records of Collin County, Texas and being more particularly described as follows:

**COMMENCING** at a 1/2" iron rod found in the northeast right-of-way line of Spring Creek Parkway (160' ROW) for the southeast corner of Spring Creek Golf Center, an addition to the City of Plano according to the plat thereof recorded in Cabinet K, Page 647 of the Map Records of Collin County, Texas and for the southwest corner Lot 2, Block A, Stream Data Center, an addition to the City of Plano, Texas according to the plat recorded in Volume 2006, Page 822, Map Records of Collin County, Texas;

**THENCE** with the east line of said Spring Creek Golf Center and along a fence, North 00°08'01" West, a distance of 91.28 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northwest corner of said Lot 2, Block A for corner;

**THENCE** North 29°48'17" East, a distance of 149.15 feet to the **POINT OF BEGINNING**;

**THENCE** North 0°08'01" West, a distance of 370.39 feet to a point for corner;

**THENCE** North 89°51'59" East, a distance of 628.16 feet to a point for corner;

**THENCE** South 0°08'01" East, a distance of 356.27 feet to a point for corner;

**THENCE** South 89°51'59" West, a distance of 315.16 feet to a point for corner;

**THENCE** South 0°08'01" East, a distance of 46.13 feet to a point for corner;

**THENCE** South 89°51'59" West, a distance of 266.50 feet to a point for corner;

**THENCE** North 0°08'01" West, a distance of 32.00 feet to a point for corner;

**THENCE** South 89°51'59" West, a distance of 46.50 feet to the **POINT OF BEGINNING** and containing 5.435 acres or 236,740 square feet of land.

Bearing system based on the monuments found in the east line of Spring Creek Golf Center, an addition to the City of Plano according to the plat thereof recorded in Cabinet K, Page 647 of the Map Record.

**EXHIBIT "A"**  
**SITE PLAN/MAP OF PROJECT**



**EXHIBIT “B”  
CERTIFICATION FORM**

[DATE]

City of Plano  
Finance Department  
P.O. Box 860358  
Plano, Texas 75086-0358

RE: Certification Form – Reinvestment Zone No. 134  
Tax Abatement Agreement (the “Agreement”) between Thomson Reuters Application, Inc.  
 (“Tenant”) and the City of Plano.

This letter certifies that Tenant is in compliance with each applicable term as set forth in the Agreement. The term of the tax abatement pursuant to the Agreement is January 1, 2014, through December 31, 2023. This form is due on November 1, 2014 and on November 1 of each year thereafter that the Agreement is in force.

THOMSON REUTERS APPLICATION,  
INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/28/13		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): <b>T. Stuckey, ext. 7156</b>				
<b>CAPTION</b>				
Consideration of an Appeal of the Heritage Commission's Denial of a Certificate of Appropriateness to replace existing 6 1/2" exposure, drop style, 3/4" thick wood siding with 6 3/4" exposure, 5/16" thick, "Custom Colonial", smooth finish HardiePlank lap siding at front (north) and both side (east and west) elevations of the structure located at 808 E. 18th Street. Zoned Retail (R); Heritage Resource #20 Designation (H-20). Applicant: Frank Pollacia				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
<b>BALANCE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FUND(S):     N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact. <b>STRATEGIC PLAN GOAL:</b> Consideration of an Appeal of the Heritage Commission's denial of a Certificate of Appropriateness relates to the City's goal of Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
At its April 23, 2013 meeting, the Heritage Commission denied the Certificate of Appropriateness request, by a vote of 5-1, stating the proposed HardiePlank siding replacement material on the protected front (north) and both side (east and west) elevations did not comply with the Haggard Park Heritage Resource District Preservation Guidelines. The Commission further voted to approve the HardiePlank siding replacement on the rear (south) unprotected facade. A simple majority vote for 5 of the 8 City Council members is required for approval of the request.				
List of Supporting Documents: Letter of Appeal from Applicant Memo to City Manager Heritage Commission Follow-up Memo Staff Report			Other Departments, Boards, Commissions or Agencies Heritage Commission	

# architettura

3 May 2013

Phyllis Jarrell  
Director of Planning  
City of Plano  
1520 K Avenue, 2nd Floor  
Suite 250, Plano, Texas 75074

**RE: Request for appeal to City Council for Heritage Commission Meeting 23 April 2013 regarding 808 18<sup>th</sup> Street.**

Dear Phyllis,

Please accept this letter as a formal request for an appeal to City Council from the decisions regarding the use of Hardie Siding on front and side elevations of 808 18<sup>th</sup> Street.

We do not agree with the opinions expressed by Staff and Heritage Commission in section 4.3 of the “Haggard Park Heritage Resource District.”

We feel that Staff has committed errors in the processing and guidance of this project. We also feel that the presentation to Heritage Commission by Staff was biased.

Please let us know when this item will be placed on the City Council Agenda.

Should you have any questions, please feel free to contact Frank Pollacia AIA at 972-567-0445 – cell phone.

Sincerely,



Frank W. Pollacia AIA, NCARB  
Principal

CC: Helen Macey  
Frank Turner

## MEMORANDUM

Date: May 9, 2013

To: Mr. Bruce D. Glasscock, City Manager

From: Ms. Lori Schwarz, Comprehensive Planning Manager

Subject: Appeal of the Heritage Commission's denial of a Certificate of Appropriateness to replace existing 6 1/2" exposure, drop style, 3/4" thick wood siding with 6 3/4" exposure, 5/16" thick, "Custom Colonial", smooth finish HardiePlank lap siding at front (north) and both side (east and west) elevations of the structure located at 808 E. 18<sup>th</sup> Street.

At its April 23, 2013 meeting, the Heritage Commission denied the Certificate of Appropriateness (CA) request, by a vote of 5-1. The project was reviewed for conformance with the Haggard Park Heritage Resource District Preservation Guidelines, which states the following regarding façades:

- Reconstruction, renovation, repair or maintenance of all protected façades must be appropriate and must employ materials similar to the historic materials in texture, color, pattern, grain, and module size.
- Wood siding, trim, and detailing must be restored wherever practical.
- Historic materials should be repaired if possible. They may be replaced only when necessary and excessive deterioration has occurred.
- Exposing and restoring historic materials is recommended.

During the Commission's discussion of the proposed CA, there were several points raised that were considered in the final decision. These items included:

- Construction work proceeding without an approved CA.
- Removal and disposal of the historic wood siding without confirmation from the Commission that it was unsalvageable.
- Concern that the replacement material does not meet the district guidelines for similarity to historic materials on the protected façades.

The Commission stated that the proposed HardiePlank siding replacement material on the protected front (north) and side (east and west) elevations did not comply with the Haggard Park Heritage Resource District Preservation Guidelines. However, the Commission voted to approve the HardiePlank siding replacement on the rear (south) unprotected façade. A simple majority vote for 5 of the 8 City Council members is required for approval of the appeal request.

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

**DATE:** April 24, 2013  
**TO:** Applicants with Items before the Heritage Commission   
**FROM:** Gary Graley, Chairman, Heritage Commission  
**SUBJECT:** Results of Heritage Commission Meeting of April 23, 2013

**AGENDA ITEM NO. 7 - CERTIFICATE OF APPROPRIATENESS**  
**808 E. 18TH STREET**  
**APPLICANT: FRANK POLLACIA**

Request for a Certificate of Appropriateness (CA) to replace existing 6 1/2" exposure, drop style, 3/4" thick wood siding with 6 3/4" exposure, 5/16" thick, "Custom Colonial", smooth finish HardiePlank lap siding at all elevations per attached details.

**APPROVED:** \_\_\_\_\_ **DENIED:** 5-1 **TABLED:** \_\_\_\_\_

**STIPULATIONS:**

The Heritage Commission denied the CA request as presented. However, the Commission approved the following:

- Restore existing 6 1/2" exposure, drop style, wood siding at front (north) and both side (east and west) elevations. Repair/replace to match existing siding in material, size, exposure, and profile at front (north) and both side (east and west) elevations.
- Install new 5/16" thick, "Custom Colonial", smooth finish, HardiePlank siding at rear (south) elevation (unprotected facade) only.

Should you wish to appeal the Heritage Commission's decision regarding the subject request, a signed letter indicating the basis for appeal must be received by the Director of Planning no later than ten (10) days from the date of decision. The appeal will be scheduled for consideration by the City Council for the next available regular meeting. City Council may affirm, modify or reverse the decision of the Commission and may, where appropriate, remand the item to the Commission for further proceedings consistent with City Council's decision.

BM/sf

xc: Frank Pollacia

CITY OF PLANO  
HERITAGE COMMISSION

April 23, 2013

**Agenda Item No. 7**

**Certificate of Appropriateness:** 808 E. 18th Street

**Applicant:** Frank Pollacia

---

**REQUEST:**

Request for a Certificate of Appropriateness (CA) to replace existing 6 1/2" exposure, drop style, 3/4" thick wood siding with 6 3/4" exposure, 5/16" thick, "Custom Colonial", smooth finish HardiePlank lap siding at all elevations per attached details.

**GENERAL INFORMATION:**

**Location:** 808 E. 18th Street (South side of 18th Street between G Avenue and H Avenue)

**Zoning:** Retail (R); Heritage Resource #20 Designation (H-20)

**Resource Type:** Haggard Park Heritage Resource District

**CASE HISTORY:**

Date	Description
Oct. 2012	CA approved to replace three exterior doors and install a composite deck and handicap accessible ramp at rear.

**BACKGROUND:**

**Building:** Commercial  
**Original Architectural Style:** Ranch Style  
**Date of Construction:** Circa 1955  
**Historic Use:** Residential - Single Family  
**Current Use:** Commercial - Office

## **Proposal to install HardiePlank siding**

The applicant has submitted a CA request seeking approval to replace existing 6 1/2" exposure, drop style, 3/4" thick wood siding with 6 3/4" exposure, 5/16" thick custom colonial smooth finish HardiePlank lap siding at all elevations. See Attachments A, B, C, D, and E for more information.

Per the applicant's submission, the following justifications are provided for the proposed replacement of existing wood siding:

1. The existing wood siding is deteriorated and needs full replacement.
2. Currently, there is no insulation in the exterior walls and removal of entire siding would allow for installation of OSB wall sheathing and new insulation which would make the building more energy efficient.
3. The proposed HardiePlank siding is more durable, maintenance free, and cost effective in comparison to restoration and replacement of existing drop style wood siding.
4. The proposed custom colonial smooth finish siding is a simulated look of 'dutch lap' (drop style) style siding and the only closest match to existing drop style wood siding available with James Hardie exterior siding products.
5. In November 2012, the City of Plano's, Building Inspections department approved/issued permit drawings showing replacement of wood siding with HardiePlank siding.
6. The applicant has signed a loan agreement with Plano Housing Authority, the owner of the building, to repair and maintain the building as required during the lease period to ensure a viable loanable structure (see Attachment D).

## **STAFF FINDINGS AND ANALYSIS:**

See the attachments for the applicable criteria used in this analysis.

Staff met with the applicant and his contractor on-site to inspect the existing condition of the wood siding and the findings are noted below:

- The wood siding is deteriorated on the west façade, left side (south-west corner) of the original house, and in some lower sections of the south (rear) and east façade.
- The siding at north (front) and upper sections of east and south (rear) elevations appear to be in good condition.
- In the past, appropriate wood siding replacement to match existing material, size, and profile was completed at a few locations on the west and south (rear) façades (see Attachment B).

Based on the site visit, and applicant's provided specifications and samples of the proposed 5/16" thick, "Custom Colonial", smooth finish HardiePlank siding, staff has the following concerns:

1. The proposed HardiePlank siding does not match the existing wood siding in size, exposure, style, profile, and finish. Therefore, it fails to meet Section 4.1.b of Haggard Park Heritage District Guidelines (see Attachment C).
2. The building is currently being rehabilitated with a new roof, new replacement doors and windows, and new exterior trims. The proposed siding replacement at all elevations would result in losing most of the exterior historic fabric.
3. Replacing existing good condition wood siding with inappropriate HardiePlank siding at front and side elevations would fail to meet Section 4.3, 4.5, and 4.10 of Haggard Park Heritage District Design Guidelines.

Staff believes that the proposed siding replacement would not be appropriate as it will remove historic fabric, affect the historic integrity of the structure, and does not comply with the adopted Haggard Park Heritage District Guidelines.

In response to the applicant's justification that a building permit was approved to install HardiePlank siding, staff overlooked a note on building permit drawings indicating replacement of existing wood siding with HardiePlank siding, which did not have a previously approved CA. A stop work order was issued for exterior siding work on March 21, 2013. However, at a recent site visit, staff noticed that the applicant has removed the existing wood siding at all four elevations. On April 11, 2013, the stop work order was lifted with condition that no work could be done on the exterior siding until a CA for siding replacement was approved.

#### **STAFF RECOMMENDATION:**

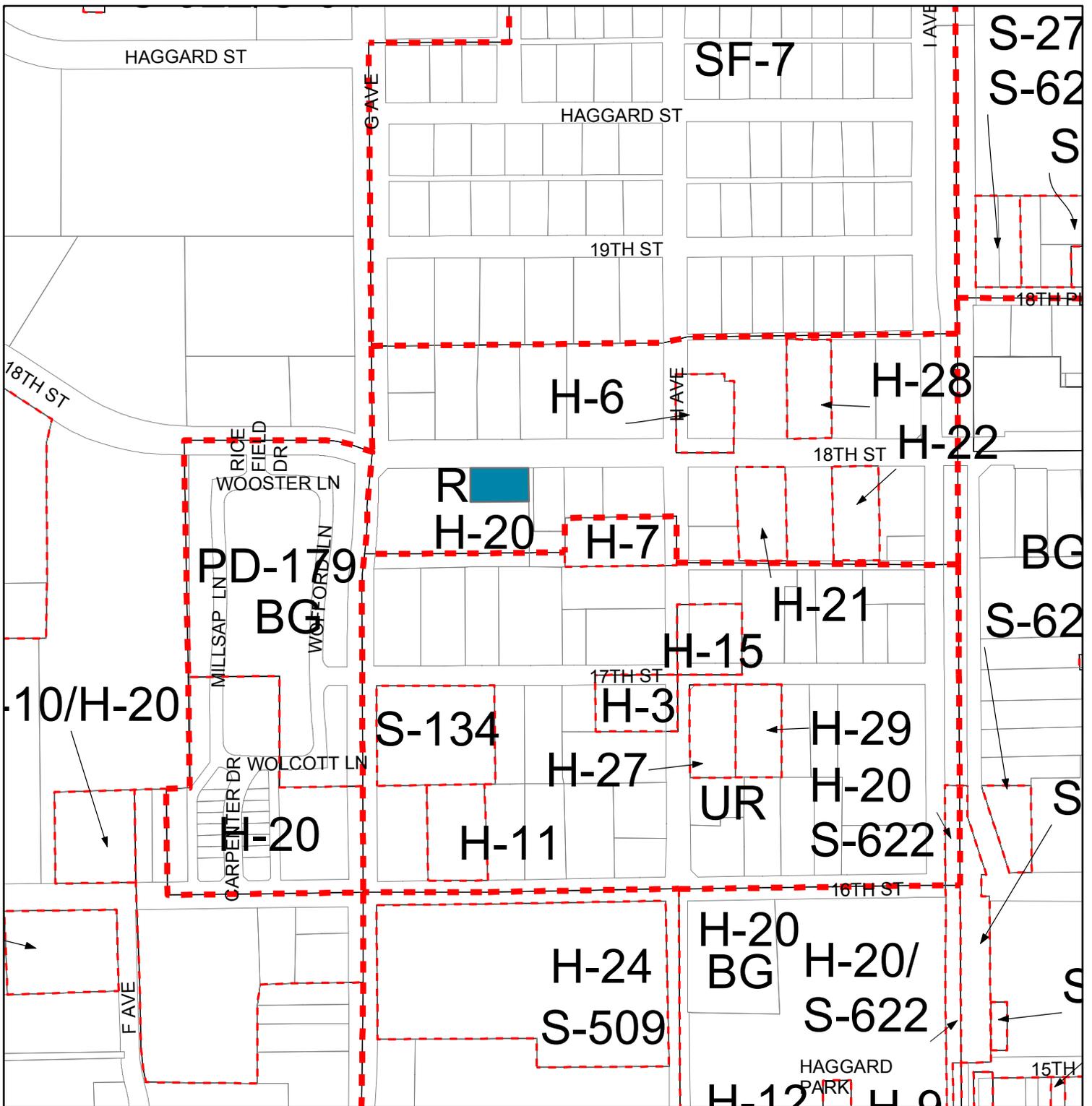
Staff recommends denial of the proposed request as submitted with the following alternative recommendation for the Commission's consideration:

- Restore existing 6 1/2" exposure, drop style, wood siding at front (north) and both side (east and west) elevations. Repair using salvaged wood siding from the rear elevation and, if necessary, replace to match existing siding in material, size, exposure, and profile.
- Remove and salvage existing wood siding at rear (south) elevation. Install new 5/16" thick, "Custom Colonial", smooth finish, HardiePlank siding at rear (south) elevation (unprotected facade) only.

**APPLICABLE REVIEW CRITERIA:**

**Haggard Park Heritage District Guidelines**

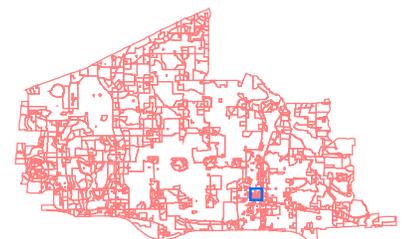
<b>No.</b>	<b>Guideline Statement</b>
<b>Facades</b>	
4.1	Protected façades on contributing structures.
4.1.a	Front and side facades are protected. Rear facades are not protected but changes do require review.
4.1.b	Reconstruction, renovation, repair or maintenance of all protected façades must be appropriate and must employ materials similar to the historic materials in texture, color, pattern, grain, and module size.
4.2	Non-protected façades (rear): reconstruction, renovation, repair, or maintenance of non-protected façades must be compatible with protected features.
4.3	Wood siding, trim, and detailing must be restored wherever practical.
4.4	All exposed wood must be painted, stained, or otherwise preserved.
4.5	Historic materials should be repaired if possible. They may be replaced only when necessary and excessive deterioration has occurred.
4.10	Exposing and restoring historic materials is recommended.



Item Submitted: 808 18th STREET

Title: JOE FORMAN ADDITION  
BLOCK A, LOT 7R

Zoning: RETAIL/HAGGARD PARK HERITAGE RESOURCE DISTRICT



○ 200' Notification Buffer





18TH STREET

Area of Request

808 18th STREET



Source: City of Plano, Planning Dept.  
Date: April, 2013

## Attachment A



Front (north) Elevation view - November 2012



Rear (south) Elevation view - November 2012



Side (west) Elevation view - November 2012

**Attachment B**



Existing Wood Siding

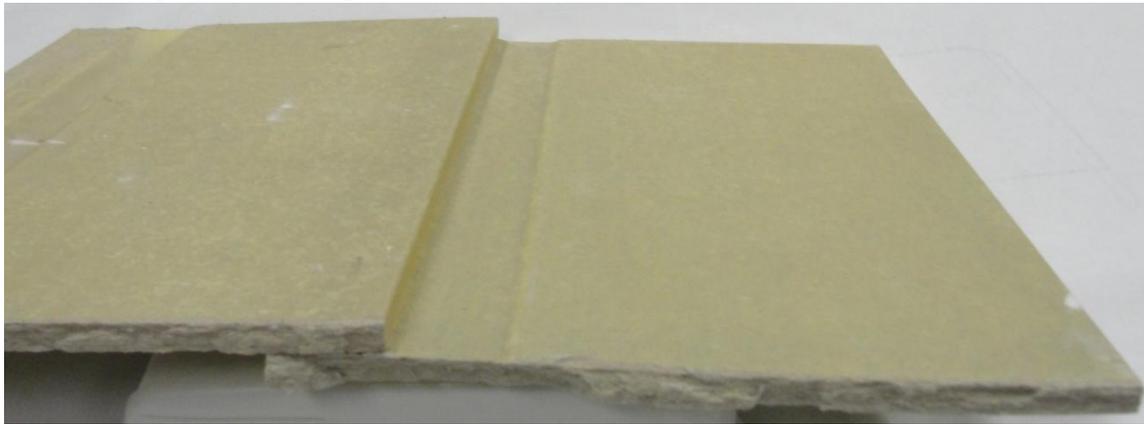
Previous wood siding repairs  
made to match existing

Photos showing matching wood siding  
repairs done in the past at West and  
South (rear) elevations

**Attachment C**



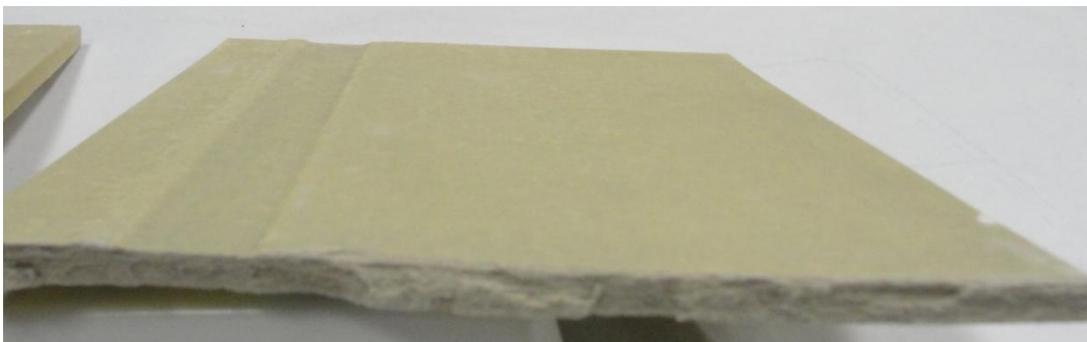
Existing Wood Siding



Proposed HardiePlank Siding



Existing Wood Siding Profile



Proposed HardiePlank Siding Profile

## Attachment D



**Plano Housing Authority**

Mission Statement  
To provide quality affordable housing to low income families while offering opportunities  
that enable families to achieve self sufficiency.

HELEN MACEY Executive Director

Board of  
COMMISSIONERS

EARNEST BURKE  
Chairperson

WANDA RUSSELL  
Vice-Chairperson

PAUL GEPHART  
Commissioner

JEANINE BOEHL  
Commissioner

LINDA PRINDIVILLE  
Commissioner

March 14, 2013

Mr. Bhavesh Mittal  
City of Plano  
Heritage Preservation  
1520 Avenue K Avenue  
Suite 250  
Plano, Texas 75074

Subject: Siding for the renovation and restoration of the Schell House

Dear Mr. Mittal:

This letter is to identify to you that intentions of the corrective work on the Schell House are to preserve, restore and maintain the property.

As you are more than aware the Housing Authority has searched for a solution and subsequently a tenant for this property for over eight years. The house has been the subject of City of Plano grant request that were denied and tenant opportunities that have failed. The house was even offered for free to any person or company that would come and remove it from the current location.

With no other options available at the time, we sought to clear our Housing Authority campus and demolish the building.

Subsequently, Mr. Pollacia approached the Board of Commissioners with the request to be a tenant in the building. He proposed as terms and conditions for the loan agreement to repair the building and maintain the building during the lease period. The documents produced and approved included the replacement of all doors, windows, siding and roof. The documents included statements to correct structure statements to correct structure as required to ensure a viable loanable structure. The architectural drawings dated November 21, 2012 were included in the loan documents.

These construction documents call for the replacement of siding with James Hardie siding as intended, described, submitted and approved as permitted by the City of Plano. The Housing Authority does understand from Mr. Pollacia that the search for an exact matching product in a cement fiber board material does not exist. The material specified and as called out by James Hardie and CertainTeed

Mr. Bhavesh Mittal  
March 14, 2013

as "Dutch Lap" Siding is a simulated look like product. This product is as close as we can achieve in appearance, durability and maintenance of the building.

We request that this product be accepted.

Sincerely,  
PLANO HOUSING AUTHORITY

A handwritten signature in black ink, appearing to read "Helen Macey". The signature is written in a cursive, flowing style.

Helen Macey, PHM  
Executive Director

Cc: Mr. Frank Pollacia  
Board of Commissioners

# architettura

13 March 2013

Helen Macey  
Executive Director,  
Plano Housing Authority  
1740 Avenue G  
Plano, Texas 75074

**RE: Siding on the Alex Schell House at 808 18<sup>th</sup> Street.**

Dear Helen,

I met with Bhavesh and Lori at the City of Plano Historical Commission this morning. They have concerns on the proposed replacement of the siding on the Schell House. The issue is that the replacement cement fiber siding is not an exact match to the original siding. The Cement fiber is a simulated look alike that is limited by the machining process. In other words it is not produced exactly by any manufacture including James Hardie.

They are requesting that I try to save the siding on the building or replace with wood siding.

There are several issues with this proposition. First is that per our discussions, and our loan documents a condition is in the documents to for the replacement of all doors, windows and siding.

Next is that the condition of the existing siding is deteriorated. It is in need of full replacement. We have also uncovered damage to the exterior walls at the bathrooms, kitchen and area behind the old cooler that will need wall stud replacement.

Next is that the siding will need to come off of the building to install sub-straight structural sheathing. This is the green coated sheathing that is stored in the garage at the present time. This sheathing is needed to make the necessary repairs, and to provide for an energy efficient structure.

Bhavesh has asked that I receive from you a statement that the loan documents included a statement about the replacement of all exterior siding with a cement fiber cement siding. This is located in the amendments and attachments. We will need to go back before the commission for this request.

Attachment E (Continued)

Should you have any questions, please feel free to contact Frank Pollacia AIA at 972-567-0445 – cell phone.

Sincerely,

A handwritten signature in black ink, reading "Frank W. Pollacia". The signature is written in a cursive style with a large, looping initial "F".

Frank W. Pollacia AIA, NCARB  
Principal