

CITY COUNCIL

1520 AVENUE K



DATE: 5/29/2012
CALL TO ORDER: 7:00 p.m.
INVOCATION: Sr. Pastor Randall Worley
Prairie Creek Baptist Church
PLEDGE OF ALLEGIANCE: Boy Scout Troop 747
Legacy Church

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<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 CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Special Recognition: The Plano Senior High School team has won the 10th Annual National Academic WorldQuest competition for the second year in a row.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>May 14, 2012</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) CSP 2011-101-C for the purchase of a Mobile Digital Video Recording System for the Police Department to WatchGuard Video in the amount of \$999,940 and authorizing the City Manager to execute all necessary documents.</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(c) To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis LLC, in the amount of \$168,525 for Rowlett Creek Basin Infiltration/Inflow Analysis and authorizing the City Manager to execute all necessary documents.</p> <p>(d) To approve of the selection of Bond and Disclosure Counsel Services for the City, provided by Fulbright & Jaworski L.L.P., and authorizing the City Manager to execute all necessary documents. RFQ 2012-126-C.</p> <p>Approval of Change Order</p> <p>(e) To RKM Utility Services, Inc., increasing the contract by \$62,531 for University Estates Waterline Rehabilitation, Change Order No. 1. Original Bid No. 2011-138-B.</p> <p>Approval of Expenditure</p> <p>(f) To ratify and approve the purchase of a Microsoft Enterprise Agreement and True-up cost, in the amount of \$878,801 for the period of January 1, 2012 through December 31, 2012, from Dell Marketing, L.P., through an existing Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR Contract No. DIR-SDD-1014)</p> <p><u>Adoption of Resolutions</u></p> <p>(g) To confirm the appointment of William Peterson as Interim Fire Chief beginning May 30, 2012, and to serve until his successor is appointed; and providing an effective date.</p> <p>(h) To deny Atmos Energy Corp., Mid-Tex Division's ("Atmos Mid-Tex") requested rate change; requiring the Company to reimburse the City's reasonable ratemaking expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and ACSC's legal counsel; and providing an effective date.</p> <p>(i) To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and HP Enterprise Services, LLC, a Delaware limited liability company, to locate, place, attach, install, operate, and maintain a 2' x 3' concrete duct bank consisting of six (6) electrical conduits in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	To approve the terms and conditions of an Agreement by and between the City of Plano, Texas and TT Holdings I, Inc., d/b/a TriTech Software Systems, a sole source provider, to purchase a Stratus ft6300 fault tolerant server and one year maintenance for a total of \$91,200 and maintenance service for five (5) additional years in an amount not to exceed \$66,724; authorizing its execution by the City Manager; and providing an effective date.	
(k)	To approve the terms and conditions of a TriTech Software Support Renewal Agreement for a period of three (3) years by and between the City of Plano and TriTech Software Systems, a sole source provider, to provide support and maintenance of the software system, in an amount of \$229,349 for year one (1); in an amount of \$240,757 for year two (2); and in an amount of \$252,736 for year three (3); authorizing its execution by the City Manager; and providing an effective date.	
	<u>Adoption of Ordinances</u>	
(l)	To amend Section 12-73.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; 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.	
(m)	To amend Chapter 6, Buildings and Building Regulations, Article XII, Temporary Signs, of the Code of Ordinances of the City of Plano to add definitions and regulations for sail banner signs, providing a repealer clause, a severability clause, a penalty clause, a publication clause and an effective date.	
(n)	To transfer the sum of \$88,500 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for the oversight and compliance of EMS billing services; amending the Budget of the City and Ordinance 2011-9-8, declaring this action to be a case of public necessity; and providing an effective date.	
(o)	To transfer the sum of \$75,000 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for the Interim Fire Chief, the related professional search firm expenditures and candidate travel costs beginning May 30, 2012; amending the Budget of the City and Ordinance 2011-9-8, declaring this action to be a case of public necessity; and providing an effective date.	
(p)	To adopt and enact Supplement Number 99 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-05 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 3.6± acres located at the northwest corner of Parker Road and Jupiter Road in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-229-Retail; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: RaceTrac</p>	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-14 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-175-Retail on 10.6± acres generally located at the northeast corner of Parker Road and Custer Road in the City of Plano, Collin County, Texas, to allow truck/bus leasing as an additional permitted use; 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: HD Development Properties, LP</p>	
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-15 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 626 so as to allow the additional use of Household Care Institution on 1.8± acres of land located at the northwest corner of K Avenue and 18th Place, in the City of Plano, Collin County, Texas, presently zoned Retail with Heritage Resource Designation-17 and Specific Use Permit No. 27 for Heating and Air Conditioning Shop; 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: Dallas Providence Homes</p>	

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/29/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Special Recognition: The Plano Senior High School team has won the 10 th Annual National Academic WorldQuest competition for the second year in a row.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
May 14, 2012**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Bruce Glasscock, City Manager
LaShon Ross, Deputy City Manager
Diane Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:30 p.m., Monday, May 14, 2012, 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 receive information regarding Economic Development, Section 551.087; and 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 6:04 p.m.

Consideration and action resulting from Executive Session discussion

No items were brought forward.

Discussion and Direction re Sales Tax

Director of Budget and Research Rhodes-Whitley spoke to the policy established in 2008 setting a \$57 million cap on sales tax projections with any monies over that amount utilized for one-time expenditures, transferred to the Capital Reserve Fund or kept in the fund balance to offset the following year's budget. She spoke to the stabilization of sales tax revenues and advised that since 2010, the City has collected more from business-to-business transactions than from retail sales. Ms. Rhodes spoke to the unpredictability of audit adjustments, the potential of collecting \$65 million in revenues for 2011-12 and utilizing a three-year average thus setting the cap at \$59 million or a five-year average with a cap of \$60 million. City Manager Glasscock spoke to the conservative nature of projections and the opportunity to address Capital Improvement Projects in the FY 2012-13 budget. The Council stated a consensus in directing Staff to raise the cap to \$59 million and Ms. Rhodes-Whitley advised that information for consideration will come forward during budget worksessions.

Learn 2 Live Green Expo Report

Director of Sustainability and Environmental Services Nevil spoke to the change in venue for the event with the move to The Shops at Legacy. She advised regarding the relaxed/festival atmosphere, engaged and interested attendees, use of the Angelica Theater for presentations, convenient parking and available food services. Ms. Nevil stated disappointment with the level of co-marketing and partnership with retailers in the area and spoke to the potential for more participation in the future. She spoke to the difficulty of determining attendance given the outdoor venue, activities, presentations, “green” art exhibit, solar car challenge, and volunteer participation. Ms. Nevil stated concern regarding the attendance at keynote speakers’ sessions and spoke to receipt of in-kind donations, budget savings of \$24,000, and concentrating on increasing revenues through partnerships in the future.

Discussion and Direction re Board and Commission Review Committee Recommendations

Mayor Pro Tem Miner thanked the Council liaisons for their service to the boards and spoke to meetings held with chairs of the Heritage Commission, Cultural Affairs Commission and Community Relations Commission. He spoke to Council discussion regarding a “time out” provision for members appointed to these boards from their service on affected agencies and concerns stated by chairs including a limiting of the pool of candidates and questions of timing for resignations. He spoke to ethics training received by all board members, the passion of those serving the community and in favor of removing the “time out” requirement. Council Member Dunlap spoke to the Review Committee’s Recommendations to address technical items for various boards related to preparation of their minutes/reports/etc. He further spoke regarding the “time out” requirement and recommended individuals step down from their agency position when appointed to a board/commission, thus removing the need for members to recuse themselves during consideration of items. Mayor Dyer spoke to bringing the issue back for discussion and consideration at the May 29 meeting along with consideration of membership on the Multicultural Outreach Roundtable.

Briefing re Police Department Victim Advocate Program

Police Chief Rushin spoke to the requirement that the City have a designated crime victim liaison. He spoke to past funding through federal grants and contracted services. Chief Rushin advised that the *First Offender Program* will no longer be provided and that cases will be deferred to Teen Court and that the *MIP and Tobacco Programs* will no longer be provided with cases referred to other private organizations. He advised that the *Victim Assistance Program* will be brought in-house immediately and spoke to a supplemental appropriation on the Council’s agenda covering the last four months of FY 2011-12.

Discussion and Direction re Plano Marketing Strategy

City Manager Glasscock spoke to the key components of the proposed marketing strategy to tell the City’s story including: auditing the community; getting a sense of perception by interviewing a cross-section of representatives of the community; considering incorporating both the Convention/Visitors Bureau and Economic Development Department into the City’s concept, thus creating one message; and the potential for new branding (logo).

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:55 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
May 14, 2012

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Bruce Glasscock, City Manager
LaShon Ross, Deputy City Manager
Diane Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, May 14, 2012, at 7:04 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Father Tom Cloherty of Prince of Peace Catholic Community led the invocation and Cadette Girl Scout Troop 1714 led the Pledge of Allegiance.

PROCLAMATIONS & SPECIAL RECOGNITION

Mayor Dyer recognized recipients of the Standberry Scholarships and the Plano Crime Scene Unit. He read proclamations for Asian Pacific Heritage Month, Public Service Recognition Week, and Bike to Work Day and special recognition was given to the Employee of the Year – Rick Figueroa.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item “A”)
April 23, 2012

Approval of Expenditures

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

Bid No. 2012-131-B for the 2011-2012 Arterial Concrete Pavement Rehab, Park Boulevard – Plano Parkway to Coit Road, Project No. 6192 to Jorgensen Associates, Inc. in the amount of \$781,396 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2012-167-B for Ridgewood Water Infrastructure Rehabilitation to RKM Utility Services, Inc., in the amount of \$2,273,522 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2012-141-B for the purchase of four (4) Utility Trucks for Fleet Services to be utilized by Municipal Drainage, Utility District #1, Utility District #2, and Signs & Markings from Baby Jack II Automotive (Caldwell Country Automotive) in the amount of \$126,403 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

RFP No. 2012-119-C for a one (1) year contract with four (4) optional one year renewals for the purchase of Professional Audit Services to KPMG LLP, in the expected annual amount of \$154,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

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

To approve a Professional Services Agreement by and between the City of Plano and VRX, Inc., in the amount of \$71,400 for the Drainage Study – Spring Creek Parkway, Ranch Estates & Los Rios Addition project and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To approve a contract by and between the City of Plano and The Atkins Group, for a City of Plano Brand Development and Community Vision Consultant in an amount not to exceed \$70,345 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

To approve a one (1) year contract by and between the City of Plano and Remote Services, Inc., for a Technical Consultant for the JD Edwards EnterpriseOne ERP System in the amount of \$99,600 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Approval of Contract Modification

To approve and authorize Contract Modification No. 1 for the purchase of additional engineering services for the 15th Street - Avenue G to US 75, Project No. 5623, in the amount of \$127,921 from Nathan D. Maier Consulting Engineers, Inc., and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Approval of Expenditure

To approve the purchase of Tactical Ballistic Body Armor in the amount of \$74,522 from GT Distributors through an existing cooperative contract with Buyboard and authorizing the City Manager to execute all necessary documents. (Buyboard Contract Number 363-10.) (Consent Agenda Item “J”)

Adoption of Resolutions

Resolution No. 2012-5-1(R): To approve the terms and conditions of a First Amendment to the Economic Development Incentive Agreement between the City of Plano, Texas and Hyundai Capital America; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2012-5-2(R): To approve and grant an electric easement to Oncor Electric Delivery Company on City property, Custer Pump Station, located at 1901 West 15th Street; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2012-5-3(R): To authorize continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation. (Consent Agenda Item “M”)

Resolution No. 2012-5-4(R): To approve the Investment Portfolio Summary for the quarter ending March 31, 2012 and providing an effective date. (Consent Agenda Item “N”)

Adoption of Ordinances

Ordinance No. 2012-5-5: To transfer the sum of \$56,117 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for two (2) full-time victim advocate positions for the remainder of this fiscal year for the Police Department, as required by Chapter 56 of the Texas Criminal Code of Procedure; amending the budget of the City and Ordinance 2011-9-8, declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item “O”)

END OF CONSENT

Public Hearing and adoption of Ordinance No. 2012-5-6 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 127 for tax abatement consisting of a 6.715 acre tract of land located in the J. B. Roundtree Survey, Abstract No. 759, 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. (Regular Agenda Item “1”)

Director of Plano Economic Development Bane spoke to statutes requiring the establishment of reinvestment zones which include a Public Hearing and to this agreement based on a ten-year abatement of 50% for an estimated \$5 million in real property commencing on January 1, 2013 and a nine-year abatement of 50% for an estimated \$1,750,000 in business personal property commencing on January 1, 2014.

Ordinance No. 2012-5-6 (cont'd)

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

Upon a motion made by Mayor Pro Tem Miner and seconded by Deputy Mayor Pro Tem Smith, the Council voted 8-0 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 127 for tax abatement consisting of a 6.715 acre tract of land located in the J. B. Roundtree Survey, Abstract No. 759, Collin County; and further to adopt Ordinance No. 2012-5-6.

Resolution No. 2012-5-7(R): To approve the terms and conditions of an agreement by and between the City of Plano, Eltek, Inc., and Argent Plano Realty, L.P. providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "2")

Director of Plano Economic Development Bane advised that the agreement would be between the City of Plano, Eltek, Inc., and Argent Plano Realty, L.P. for the construction of a 100,000 square foot office and warehouse facility. She advised that the terms for the abatement are ten years for real estate and nine for business personal property.

Upon a motion made by Deputy Mayor Pro Tem Smith and seconded by Council Member Harris, the Council voted 8-0 to approve the terms and conditions of an agreement by and between the City of Plano, Eltek, Inc., and Argent Plano Realty, L.P. providing for real and business personal property tax abatement; and further to adopt Resolution No. 2012-5-7(R).

Resolution No. 2012-5-8(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between Eltek, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "3")

Director of Plano Economic Development Bane advised that Eltek, Inc. would receive \$100,625 for occupying no less than 100,000 square feet of new commercial space and creating or transferring 115 full-time equivalent positions by March 1, 2013.

Upon a motion made by Council Member Davidson and seconded by Mayor Pro Tem Miner, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between Eltek, Inc. and the City of Plano; and further to adopt Resolution No. 2012-5-8(R).

Nothing further was discussed and Mayor Dyer adjourned the meeting at 7:33 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/29/12		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Aimee Storm Ext. 7248				
CAPTION				
CSP 2011-101-C for the purchase of a Mobile Digital Video Recording System for the Police Department to WatchGuard Video in the amount of \$999,940, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,000,000	0	1,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-999,940	0	-999,940
BALANCE	0	60	0	60
FUND(s): POLICE EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are available in the 2011-12 Police Equipment Replacement Budget for replacement of the Police Mobile Digital Video Recording units. The remaining funds will be used for other items related to the project.</p> <p>STRATEGIC PLAN GOAL: The periodic replacement of video recording equipment used in Police vehicles relates to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The Plano Police Department Staff recommends the purchase of an In-Car Mobile Digital Video Recording System to WatchGuard Video in the amount of \$999,940. The total cost of the project will be \$1,465,508. The Police Department Equipment Replacement Fund will fund \$999,940, leaving \$340,568 to the Police Department Criminal Investigative Fund, and \$125,000 funded by the Technology Services Server & Switch Replacement Funds.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				
Recap				



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

MEMORANDUM

DATE: May 14, 2012
TO: Gregory W. Rushin, Chief of Police
FROM: Glenn Cavin, Administrative Lieutenant to the Chief
SUBJECT: Recommendation of Award for Replacement of Mobile Video Recording Systems

For many years, the Police Department has utilized mobile video recording systems in patrol vehicles to record citizen contacts. This equipment was originally implemented to ensure compliance with state racial profiling laws; however, it has become increasingly important for a number of reasons, including, but not limited to:

- Texas statutes requiring detailed documentation and annual reporting of all motor vehicle stops ([CCP Article 2.133](#));
- Collection of essential evidence during traffic enforcement contacts that result in citation or arrest.
- Documentation of events for internal use (complaint and/or crash investigation, after-action reviews, training, etc.), and to help ensure on-going compliance with departmental policies & procedures.

Throughout the years, the technology used for this purpose has changed significantly and will likely continue to do so. Equipment must be replaced as components wear and capabilities fail to meet new demands. Our current systems were purchased in the spring of 2007 with an expectation that they would be operational for a maximum of three to four years, and they have now been in use for approximately five years. In August 2010, a formal Request for Information was published to help us gain knowledge on current technology and develop a comprehensive set of minimum and desired specifications. In February 2011, the City issued a solicitation for Competitive Sealed Proposals (CSP's) and received eleven responses. Of those, two were found to be responsive and therefore considered for evaluation.

Due to the complexity of this technology and variety of stakeholders involved (Patrol Officers, Police Administrators, Evidence Technicians, County and City Prosecutors, Technology Services representatives, etc.); the CSP process took much longer than anticipated. We have, however, now made a final decision and believe the best available provider for this solution has been selected. After a complete evaluation, which involved thorough documentation reviews, site visits, customer reference checks, local testing of equipment, and multiple discussions with vendors and stakeholders; the committee recommends WatchGuard Video and their 4RE HD Wireless In-Car Video System. This vendor offered the lowest cost solution and their product was deemed to be the overall best value for the City. The total cost for all equipment provided by WatchGuard Video, including a four year extended warranty and installation in 150 cars, has been proposed at \$999,940.00. The cost for necessary servers, wireless access points, and related hardware, to be purchased and installed by the Technology Services Department, has been estimated at \$465,568.00, resulting in a total project cost of \$1,465,508.00. Funding sources for this project include the Police Department Equipment Replacement Fund, the Police Department Criminal Investigation Fund, and various Technology Services accounts that have been established for server hardware replacement and associated costs.

Mobile video recorders have become mission critical for use by Officers assigned to the Police Department's Patrol Services Division, and our aging systems no longer work as well as they had in the past. As a result, equipment failures have become much more common, time spent by personnel repairing equipment has increased, and recordings of both video and audio have been lost. 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
CSP NO. 2011-101-C
FOR An In-Car Mobile Digital Video Recording System

CSP RECAP

CSP opening Date/Time: April 12, 2011 @ 10AM

Number of Vendors Notified: 1644

Vendors Submitting "No Bids": 3

Number of Proposals Considered: 2

WatchGuard Video	\$999,940
General Dynamics Itronix Corporation	\$1,866,960

Proposals Received - Not Considered: 9

Recommended Vendor(s):

WatchGuard Video

Aimee Storm

May 11, 2012

Aimee Storm, Buyer Supervisor



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	05/29/2012
Department:	Public Works
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #): Linda Sweeney (7198)	
Project No. 6239	

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis LLC, in the amount of \$168,525, for Rowlett Creek Basin Infiltration/Inflow Analysis and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	479,000	679,000	200,000	1,358,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-168,525	0	-168,525
BALANCE	479,000	510,475	200,000	1,189,475

FUND(S): SEWER CIP

COMMENTS: Funds are included in the FY 2011-12 Sewer CIP. This item, in the amount of \$168,525, will leave a current year balance of \$510,475 for the Inflow/Infiltration Program project.

STRATEGIC PLAN GOAL: Inflow/Infiltration testing and sewer evaluation relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This agreement with Pipeline Analysis LLC is for an infiltration/inflow analysis of sanitary sewer lines in the Rowlett Creek Basin to provide flow monitoring at 19 different locations. The contract fee is for \$168,525.00 and is detailed as follows:

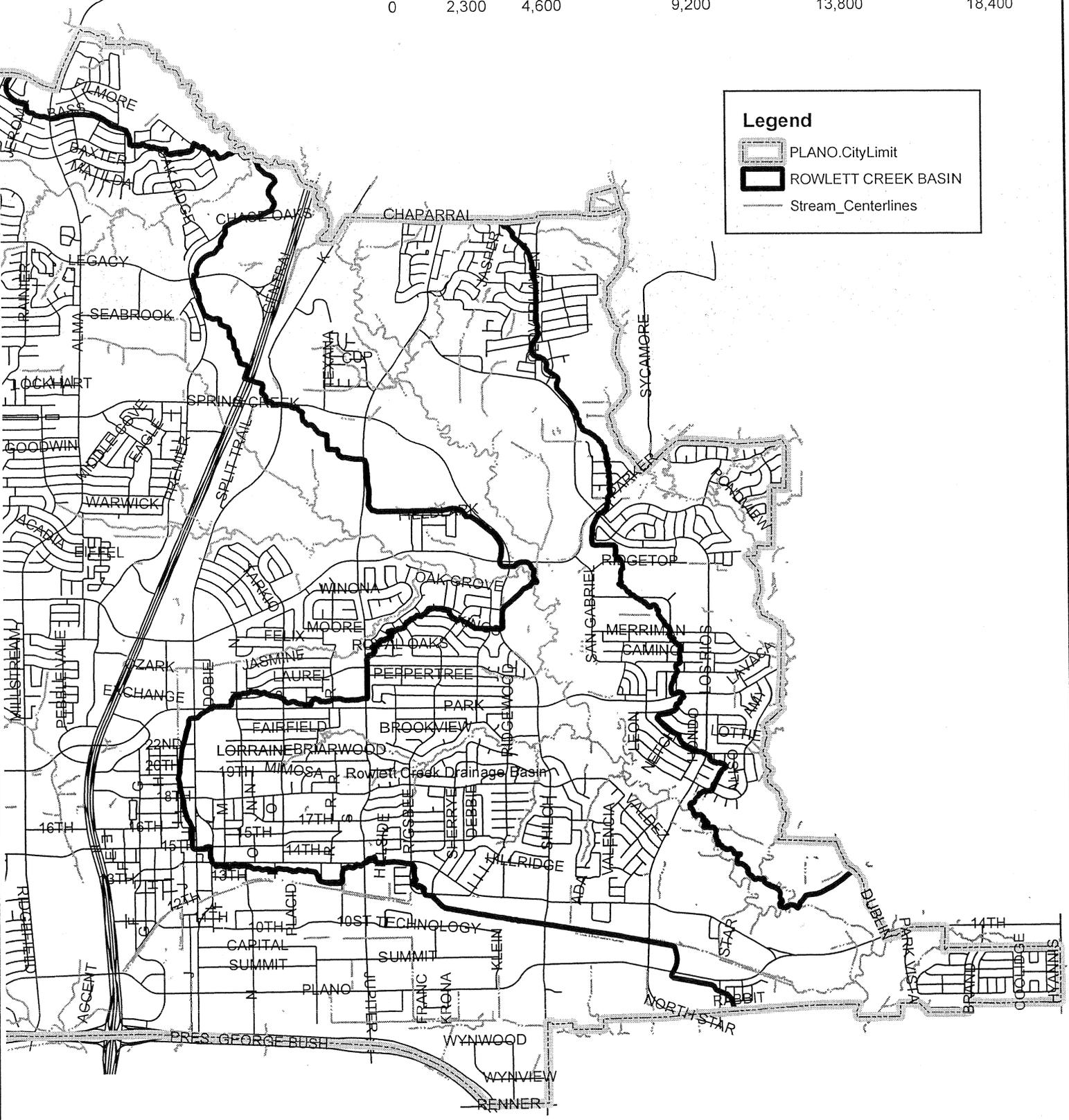
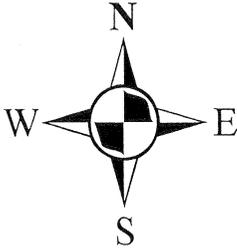
- | | |
|------------------------------------|-------------|
| 1. Temporary Flow Monitoring | |
| Installation/Calibration..... | \$6,175.00 |
| Monitoring – 19 Sites..... | \$91,770.00 |
| Extended Monitoring at City Option | \$34,200.00 |
| | |
| 2. Rainfall Gauging | |
| Installation/Calibration..... | \$300.00 |
| Monitoring..... | \$4,500.00 |
| Extended Monitoring at City Option | \$2,250.00 |
| | |
| 3. Flow Data Analysis..... | \$19,120.00 |
| | |
| 4. Draft/Final Report..... | \$8,100.00 |



**CITY OF PLANO
COUNCIL AGENDA ITEM**

5. Project Administration.....		\$2,110.00
Project Total Not to Exceed with Extended Monitoring		<u>\$168,525.00</u>
Funding is available from the Sewer Community Investment Program.		
List of Supporting Documents: Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A	

LOCATION MAP Rowlett Creek #6239



Legend

- PLANO City Limit
- ROWLETT CREEK BASIN
- Stream_Centerlines

ROWLETT CREEK BASIN INFILTRATION/INFLOW ANALYSIS

PROJECT NO. 6239

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 **PIPELINE ANALYSIS, LLC**, a **TEXAS** Limited Liability Company, 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 **ROWLETT CREEK BASIN INFILTRATION/INFLOW ANALYSIS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Pipeline Analysis, LLC
1115 Main Street
Garland, TX 75040
Attn: James H. Forbes, Jr.

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.

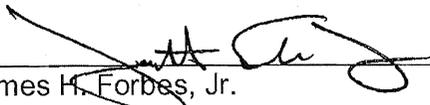
G. Authority to Sign:

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.

PIPELINE ANALYSIS, LLC
A Texas Limited Liability Company

DATE: 5-18-12

BY: 
James H. Forbes, Jr.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

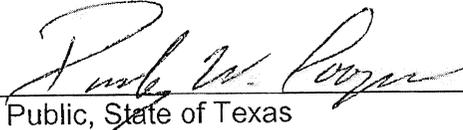
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

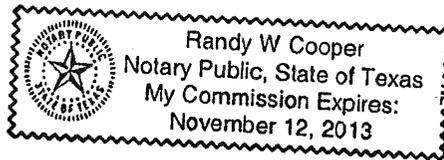
ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18 day of MAY, 2012, by **JAMES H. FORBES, JR., PRESIDENT** of **PIPELINE ANALYSIS, LLC**, a **TEXAS** Limited Liability Company, on behalf of said company.



Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, 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
ROWLETT CREEK BASIN INFILTRATION/INFLOW ANALYSIS
PROJECT NUMBER 6239

PROJECT DESCRIPTION

This project will consist of a sanitary sewer Infiltration/Inflow (I/I) Analysis of the Rowlett Basin. The service area included in this scope of services is shown in Figure 1 – Study Area Map. The approach to the I/I Analysis is organized around the City's objectives for this project:

- Reduction in dry and wet weather infiltration/inflow
- Cost controls and Least Cost Alternatives
- Attainment of long-term Infiltration/Inflow solutions
- Collection System Capacity Assurance
- Regulatory compliance
- Customer satisfaction

BASIC SERVICES

The investigation objectives and goals will be achieved through the performance of the following tasks:

TEMPORARY FLOW MONITORING

In order to perform an I/I analysis and establish the existing capacity being used during dry and wet weather, it will be necessary to obtain flow monitoring information during both dry and wet weather. Under ideal conditions, multiple events are recorded to establish the volume of extraneous water that enters the collection system. From this collected data the inflow response for each storm event is determined. Information obtained during the monitoring period will be used to determine the following for each metering site:

- Average daily flow-dry weather
- Peak flow-dry weather
- Average daily flow-wet weather
- Peak flow-wet weather
- Peak inflow rates
- Total I/I volume

The preliminary meter site selection has been accomplished following review of the collection system map and preliminary field inspections. Each monitoring site will be selected so that the footage of the collection system upstream of the meter can be isolated for the purposes of determining extraneous I/I and other engineering analysis. Flow meters that record flow depth and velocity are used to obtain the necessary hydraulic information for subsequent analysis. By undertaking temporary flow monitoring, the existing performance of the collection system can be determined. From a review of the collection system, nineteen flow (19) metering sites and five (5) rain gauges have been identified (See Table 1). Flow monitoring will be undertaken for sixty (60) consecutive days starting in May, depending on receipt of the notice to proceed. Note that a milestone will occur sixty (60) days into the flow monitoring where a determination will be made with respect to the adequacy of recorded rainfall events. If adequate rainfall (as determined by the City project manager) has occurred within the sixty (60) days of initial monitoring then the flow metering portion of the project will be terminated and flow and rainfall metering billings will cease resulting in a project cost reduction. If inadequate rainfall is determined, then at City's options, the metering may be extended under the "Special Services" section of this agreement.

Table 1
Average Monthly Rainfall

Month	Rainfall
Jan	1.83
Feb	2.18
Mar	2.77
Apr	3.50
May	4.88
Jun	2.98
Jul	2.31
Aug	2.21
Sep	3.39
Oct	3.52
Nov	2.29
Dec	1.84
Total	33.70

RAINFALL MONITORING

Rainfall meters are used to accurately measure rainfall intensity and duration throughout the monitoring period. This data will be used to establish the rainfall distribution over the entire study area using GIS mapping tools. The rainfall distribution will establish the amount of rain that fell over each meter basin. Analysis of the flow meter data for each rain event will establish the percentage of rainfall that entered the wastewater collection system. The results obtained from field testing of wastewater collection systems are, to a great degree, weather dependent. In order to minimize the negative impact of inadequate rainfall on the proposed project, the project schedule must consider the local rainfall patterns in order to optimize the field efforts.

The month of May is during the optimum time to monitor wastewater. The success of field testing wastewater collection systems is weather dependent and this schedule considers the optimum time to perform this critical flow monitoring.

TASK 1 - METER INSTALLATION, CALIBRATION AND DATA COLLECTION

Understanding the hydraulics of each proposed metering location will ensure that the site selection is appropriate and that the recorded data is accurate. Where flow hydraulics are poor due to abrupt changes in flow direction, large deposits of silt, restrictions, etc. a proposed meter location may be changed upstream or downstream to ensure proper hydraulic conditions in order to obtain accurate flow data.

The temporary flow meters proposed will utilize the area/velocity technology. Flow information is critical in determining the effects of inadequate capacity, I/I, bottlenecks, and backwater conditions. Both the Manning and continuity equations can be compared for analysis. Under ideal free flow hydraulic conditions the two different equations for flow should provide the same result. However, in a backwater or restrictive hydraulic situation, the Manning equation will over quantify flows and diverge from the continuity equation. Such an occurrence will indicate to the data analyst that a backwater condition was observed and a downstream restriction should be investigated. By obtaining continuous velocity and depth data, the engineer can further isolate hydraulic problems within the collection system.

Each meter will be calibrated in a hydraulic flume located at Pipeline Analysis's office. In addition, a field calibration check will be performed following installation. Calibration of each meter is a simple procedure consisting of verification of the depth of flow and velocity. The flow sensors will be secured to a steel mounting band that fits securely in the pipeline. The data logger for each site will be installed in the top of each manhole and the meter will be activated at user defined sampling intervals; typically 15 minutes. Routine maintenance and service will be undertaken weekly to confirm normal operation. A review of the collection system map indicates that nineteen (19) flow

meters and five (5) rainfall gauges would provide the desired dry and wet weather flow data. Proposed meter sites are:

Meter Site	Sub Basin	Manhole	Pipe Diameter
1	BC	190	42"
2		16701	15"
3		238	24"
4		23	15"
5		21	24"
6		791	21"
7		16744	12"
8		2140	39"
9		1386	21"
10	CD	13137	15"
11	CC	1948	15"
12	CB	1953	12"
13	CA	1301	39"
14	BF	18857	15"
15		143	54"
16		81	27"
17		13845	12"
18		13599	36"
19		682	21"

*Note: Final meter locations will be established during site inspections and meters may be moved upstream or downstream due to site hydraulics, traffic or access.

TASK 2 – DATA ANALYSIS

During and following completion of the flow and rainfall monitoring, Engineer will analyze the gathered data and develop tabular and graphical summaries. Comparisons with any previous historical flow meter data will be reviewed. The impact of silt and debris will also be evaluated. Information obtained during the monitoring period will be used to determine the following for each site:

1. Dry Weather Average daily flow – A typical dry weather week will be established that is not impacted by rainfall. Velocity data will be compared to debris levels to analyze the scouring velocity necessary to prevent deposition in the lines. Discrete flows from each monitored sub-basin will be calculated.
2. Dry Weather Peak Flow – Peak flows during dry weather will be determined from the recorded.
3. Wet Weather Average daily flow - Wet weather flows for each rainfall event will

be analyzed to determine the percentage of rainfall that enters the collections system (also known as the leakiness factor). By comparing the storm event flow with the dry weather flows will establish the Rainfall Derived Infiltration/Inflow (RDII). This value will vary for each storm duration and intensity. The discrete RDII for each sub-basin will be determined and will allow the ranking (prioritization) of each sub-basin by severity of RDII.

4. Wet Weather Peak Flow – Peak flow rates during wet weather are critical to the capacity analysis. Peaking ratios (Peak flow rate to average dry weather flow) will be compared for dry and wet weather.
5. Peak Inflow Rates – Peak inflow rates are calculated by observing peak flow during a wet weather event and subtracting the “normal” flow rate during dry weather.
6. Total I/I volume- The area under each storm event curve will be evaluated to establish the volume of rainfall induced infiltration/inflow. These values can then be normalized to establish the volume of RDII per inch of rainfall. Projections can then be made to accurately determine the impact of RDII during a normal year.

TASK 3– DRAFT AND FINAL REPORT

Prepare and submit one (1) Draft Final Report for review and comments. The Draft Report will include an electronic copy of the report will all supporting data for staff distribution and review. Incorporate comments and prepare three (3) copies of the Final Report and electronic spreadsheets including electronic copy of the Final Report. The project report will include the following sections:

1. Executive Summary
2. Description of all tasks
3. Rainfall data
4. Dry/Wet weather flows
5. Conclusions and Recommendations
6. Appendix of flow data, hydrographs and rainfall data

Reports shall be bound in 3 –ring binders. All field data, photographs, sketches, maps, data, report narrative, etc. will be placed on CD-ROM and included with the Final Report. The Final Report will be in MSWord and Adobe pdf formats.

Engineer Deliverables:

1. One (1) copy of Draft Final Report and one (1) CD-ROM Draft Final Report
2. Three (3) bound copies of the final report.
3. Three (3) copies CD-ROM Final Report with data, photographs, maps, and report

4. Presentation of Final Report to staff

TASK 4 – PROJECT ADMINISTRATION

Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Perform meter pre-calibration, prepare mounting rings for various pipe sizes, set-up meter database and project information.

Preliminary placement of flow meters and rainfall gauges will be field verified to finalize meter placement. The site inspection will verify wastewater flows, line sizes, debris levels, flow hydraulics and access. Site inspection reports will be prepared based on the field observations. Meter sites will be finalized or new alternative sites established.

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control and reporting. The project schedule will be reviewed in detail and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning
2. Obtain initial maps for field use and verification
3. Prepare monthly billings
4. Schedule equipment and order supplies
5. Monthly meetings and progress reports

Meet with the City Project Team to coordinate upcoming work, receive City Project Team input, discuss major milestones and provide report presentations. ENGINEER will prepare an agenda for meetings. Meeting notes will be prepared for each meeting and distributed to the project team members. Copies of handouts will be prepared for distribution at the meeting. ENGINEER will supply all meeting presentation materials.

To be provided by the City:

1. Flow data from lift stations operated by North Texas Municipal Water District for corresponding monitoring period

Figure 1 – Location Map



EXHIBIT "B"

SCHEDULE OF WORK

The work will be initiated immediately upon receipt of Authorization to Proceed, and is estimated to be completed within approximately five (5) months from the notice to proceed. If uncooperative weather conditions are encountered during the study period (i.e. inadequate rainfall preventing analysis of wet weather infiltration/inflow) the project schedule can be extended at the City's option.

Basic Services Schedule

Task Description	2 Weeks	Month 1	Month 2	Month 3	Month 4
1 Temporary Flow Monitoring					
a. Installation/calibration					
b. Monitoring - 19 sites at 60 days					
c. Extended Monitoring at City Option 19 sites at 30 days					
Rainfall Gauging					
a. Installation/calibration					
b. Monitoring - 5 site for 60 days					
c. Extended Monitoring at City Option 5 sites for 30 days					
2 Flow Data Analysis					
3 Draft/Final Report					
4 Project Administration					

Special Services with 30 Extended Monitoring (Total 90 day monitoring period)

Task Description	2 Weeks	Month 1	Month 2	Month 3	Month 4	Month 5
1 Temporary Flow Monitoring						
a. Installation/calibration						
b. Monitoring - 19 sites at 60 days						
c. Extended Monitoring at City Option 19 sites at 30 days				City Option		
Rainfall Gauging						
a. Installation/calibration						
b. Monitoring - 5 sites for 60 days						
c. Extended Monitoring at City Option 5 sites for 30 days				City Option		
2 Flow Data Analysis					With Option	
3 Draft/Final Report						With Option
4 Project Administration						With Option

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

Basic Services

Payment for this work shall be a unit price for each flow meter and rain gauge installation and a daily rate for each day of monitoring. The basis for partial payment will be the daily rate multiplied by the number of meters times the number of days installed. Lump sum items will be billed based on the percentage completion of the work task. The total contract for basic services will not exceed \$123,095 without an amendment to this contract or authorization by the City to perform additional services associated with extended monitoring.

Task	Description	Quantity	Unit Price	Total
1	Temporary Flow Monitoring			
	a. Installation/Calibration	19	\$ 325	\$ 6,175.00
	b. Monitoring - 19 sites at 60 days = 1140 meter days	1140	\$ 80.50	\$ 91,770.00
	c. Extended Monitoring at City Option (per site/day)	0	\$ 60	\$ -
	Rainfall Gauging			
	a. Installation/Calibration	5	\$ 60	\$ 300.00
	b. Monitoring - 5 sites at 60 days	300	\$ 15	\$ 4,500.00
	c. Extended Monitoring at City Option (per site/day)	0	\$ 15	\$ -
2	Flow Data Analysis	L.S.	L.S.	\$ 13,300.00
3	Draft/Final Report	L.S.	L.S.	\$ 5,600.00
4	Project Administration	L.S.	L.S.	\$ 1,450.00
Total Not to Exceed without Extended Monitoring				\$ 123,095.00

Note: City Option to Extended Monitoring to be determined at 60 days into the monitoring.

Note: At City's options, flow and rainfall monitoring may be extended to gather additional wet weather flow data. Any monitoring beyond 60 days must be approved by the City of Plano project manager.

COMPENSATION AND METHOD OF PAYMENT

Special Services

Payment for this work shall be a daily rate for each day of extended monitoring. The basis for partial payment will be the daily rate multiplied by the number of meters times the number of days installed. Lump sum items will be billed based on the percentage completion of the work task. The total contract for Special Services will not exceed \$45,430 without an amendment to this contract or authorization by the City of Plano. Total project costs will not exceed \$168,525.00 without an amendment to this contract.

Task	Description	Quantity	Unit Price	Total
1	Temporary Flow Monitoring			
	a. Installation/Calibration	0	\$ 325	\$ -
	b. Monitoring - 19 sites at 60 days = 1140 meter days	0	\$ 80.50	\$ -
	c. Extended Monitoring at City Option (19 sites at 30 days)	570	\$ 60	\$ 34,200.00
	Rainfall Gauging			
	a. Installation/Calibration	0	\$ 60	\$ -
	b. Monitoring - 5 sites at 60 days	0	\$ 15	\$ -
	c. Extended Monitoring at City Option (5 sites at 30 days)	150	\$ 15	\$ 2,250.00
2	Flow Data Analysis	L.S.	L.S.	\$ 5,820.00
3	Draft/Final Report	L.S.	L.S.	\$ 2,500.00
4	Project Administration	L.S.	L.S.	\$ 660.00
	Total Not to Exceed			\$ 45,430.00
	Total Project Not to Exceed with Extended Monitoring			\$ 168,525.00

EXHIBIT "D"

ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

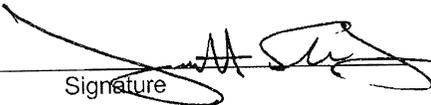
I, the undersigned declare that I am authorized to make this statement on behalf of Pipeline Analysis, LLC and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Pipeline Analysis, LLC is employed by the City of Plano or is an elected or appointed official of the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

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

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

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

Pipeline Analysis, LLC
Name of Consultant

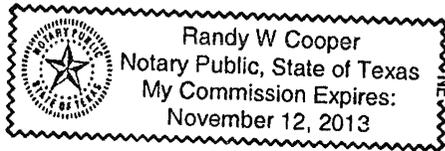
By: 
Signature

James H. Forbes, Jr.
Print Name

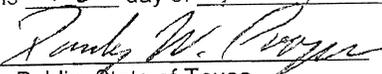
President
Title

5-18-12
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §



SUBSCRIBED AND SWORN TO before me this 18 day of MAY, 2012.


Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/29/12		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Aimee Storm Ext. 7248				
CAPTION				
Approval of the selection of Bond and Disclosure Counsel Services for the City, provided by Fulbright & Jaworski L.L.P., and authorizing the City Manager to execute all necessary documents RFQ 2012-126-C.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: Securing the services of Fulbright & Jaworski, L.L.P. for bond and disclosure counsel services has no fiscal impact. STRATEGIC PLAN GOAL: Providing bond and disclosure counsel services relates to the City's Goal of a Financially Strong City with Service Excellence				
SUMMARY OF ITEM				
The Finance Department staff recommends the selection of Bond and Disclosure Counsel Services provided by Fulbright & Jaworski L.L.P. Professional Services are exempt from state competitive bidding requirements				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies	



DATE: MAY 10, 2012

TO: PURCHASING DEPARTMENT

FROM: MYRA CONKLIN, TREASURER

**SUBJECT: AWARD RECOMMENDATION
RFQ NO. 2012-126-C
RFQ FOR BOND AND DISCLOSURE COUNSEL SERVICES**

This memo is being written to describe the process and methodology used in the selection of Fulbright & Jaworksi to provide bond and disclosure counsel services for the City.

Description of Services

The City of Plano intends to obtain the services of qualified Bond Counsel to assist the City in the administration and the sale and refunding of municipal bonds and other financing vehicles, including services as disclosure counsel and tax advisor. Debt issues may include bonds, certificates of participation, certificates of obligation, tax anticipation notes, contractual obligations, and other instruments.

Request for Qualifications (RFQ) Original Respondents

The RFQ for these services was issued on February 27, 2012. Five (5) respondents submitted proposals by the March 12, 2012 deadline. These included:

1. Andrews Kurth LLP
2. Bickerstaff Heath Delgado Acosta LLP
3. Bracewell & Giuliani LLP
4. Haynes and Boone, LLP
5. Fulbright & Jaworski LLP

Evaluation Team

The evaluation team for proposals associated with these services included participants in the bond issuance cycle (i.e. the finance, legal and treasury departments).

Evaluation Criteria

The City of Plano Purchasing Division worked with the evaluation team to develop a set of evaluation criteria, including their scoring weights, for the Request for Qualifications. The criteria established are as follows:

1. Experience (45%)

To assess Respondent’s experience with Texas municipalities’ general obligation, utility system and revenue bond issues and general experience in all types of public financings. Respondent’s demonstrated competence and experience in the practice of public finance law and securities law.

2. Team Members (45%)

To assess the qualifications of the public finance staff Respondent proposes to assign to City of Plano public finance transactions including education, position held in firm, and years and types of public financing experience.

3. References (10%)

To assess client satisfaction and the Respondent’s competence with municipal issues related under the scope of work in this RFQ.

Evaluation Process

The evaluation team met with the Buyer from the City of Plano Purchasing Division to “kickoff” the evaluation process. Each team member was provided a set of proposals to review the scope of services of each firm. Team members were instructed to review all 5 proposals and score each section (as listed above in the “Evaluation Criteria”). The scoring chart that was provided is as follows:

Proposal Evaluation Scoring	
Score	Explanation
0	Non-responsive
1	Merely Responsive
2	Fair (Meets Some Needs)
3	Good (Meets ALL Needs)
4	Above Average (Meets ALL and EXCEEDS some needs)
5	Excellent (Innovatively EXCEEDS ALL Needs)

Evaluation team members then reviewed each proposal and provided a score for each of the sections of the proposal (listed in the Evaluation Criteria above). A meeting was held with the Evaluation team members to discuss the scores. A single score for each of the evaluation criteria was agreed upon by the members. The following were the discussions held on each section:

Experience

The evaluation team reviewed each proposal to assess that each firm had prior experience with municipalities within the state of Texas.

Team Members

The evaluation team reviewed the length of service in public finance each attorney possessed.

References

The City of Plano Finance, Legal and Treasury Departments and the Purchasing Division collaborated and developed a set of questions to ask each of the respondents to the RFQ for these services. Treasury staff called each reference for each vendor the agreed upon questions.

Based on the above information, the evaluation team sent a recommendation to the Purchasing Division to award the RFQ to Fulbright & Jaworski based on the scope of services and strength of legal counsel members derived from evaluation and scoring. If bond counsel is not selected, the City would not have the expertise to insure that bond sales are conducted lawfully and in the City's best interest, including all post-sale compliance issues.

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

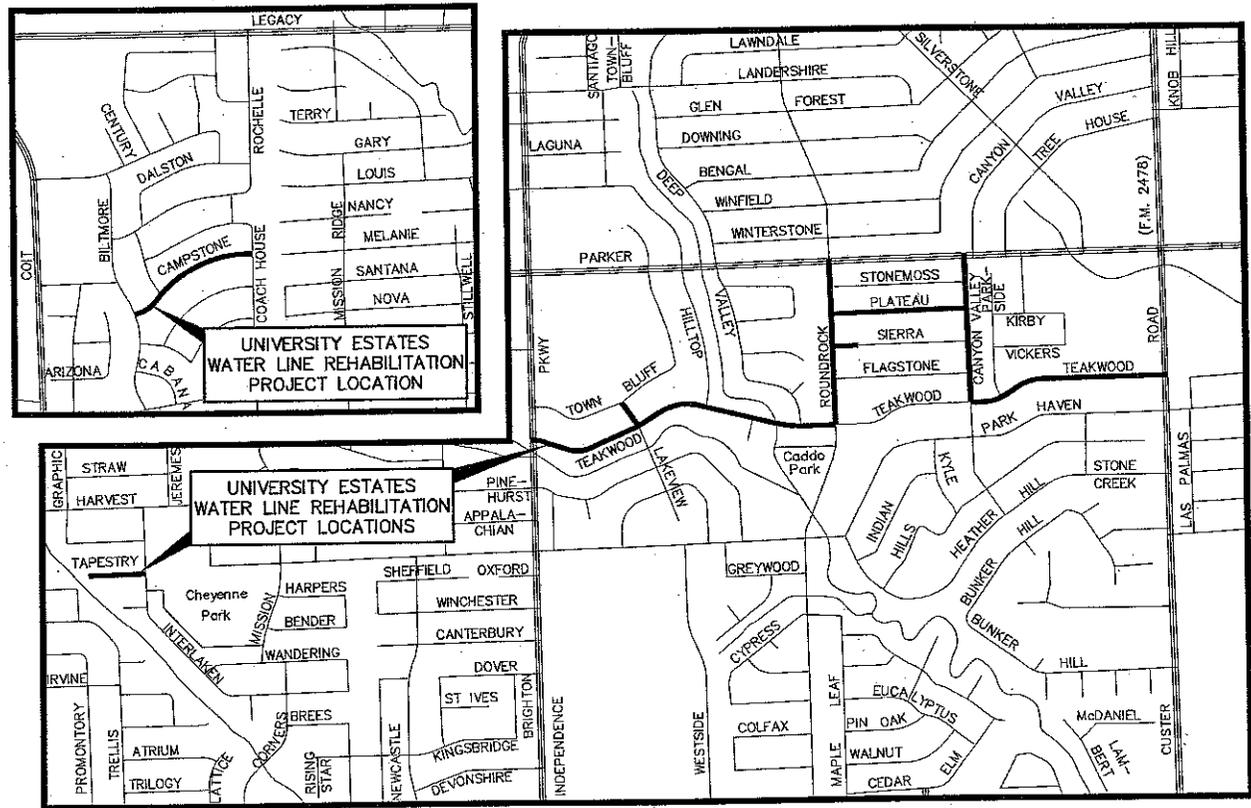


**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/29/2012		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):		Linda Sweeney (7157)		Project No. 5999
CAPTION				
To RKM Utility Services, Inc., increasing the contract by \$62,531.00 for University Estates Waterline Rehabilitation, Change Order No. 1. Original Bid No. 2011-138-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	568,781	1,044,219	0	1,613,000
Encumbered/Expended Amount	-568,781	-670,889	0	-1,239,670
This Item	0	-62,531	0	-62,531
BALANCE	0	310,799	0	310,799
FUND(S): WATER CIP				
<p>COMMENTS: Funds are included in the 2011-12 Water CIP. This item, in the amount of \$62,531, will leave a current year balance of \$310,799 for the University Estates project.</p> <p>STRATEGIC PLAN GOAL: Additional street and sidewalk paving relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This Change Order, in the amount of \$62,531.00, is for additional street and sidewalk paving encountered within the limits of this project, that was in need of repair. Also included is the removal and replacement of an inlet on Teakwood that had settled below the street grade.</p> <p>Staff recommends approval of this Change Order No. 1. The contract total will be \$1,235,393.20, which includes this change order amount, and adds 5.33% to the cost of the contract. The original contract amount is \$1,172,862.20.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Change Order No. 1			N/A	

UNIVERSITY ESTATES WATER LINE REHABILITATION

Project No. 5999



LOCATION MAP 

CHANGE ORDER NO. 1

**UNIVERSITY ESTATES WATERLINE REHABILITATION
PROJECT NO. 5999
PURCHASE ORDER NO. 103902
CIP NO. 68151
BID NO. 2011-138-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **RKM UTILITY SERVICES, INC.** for the **UNIVERSITY ESTATES WATERLINE REHABILITATION PROJECT**, dated May 9th, 2011.

B. DESCRIPTION OF CHANGE

There are 10 items that are part of the **existing** bid items in the contract, item numbers 18-24 and 28-30, that either over ran or under ran the quantity estimated in the contract. The actual installed quantities have been measured and are reflected in the table **in Section C**.

Additional items that were added the job are itemized as follows:

45	Remove and rebuild a 10 foot inlet on Teakwood 600 feet west of Roundrock Trail.
46	Add an Additional Inlet Opening on the back of the rebuilt inlet constructed on Teakwood
47	Install Type 6 Retaining Wall

C. EFFECT OF CHANGE

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

Item No.	Item Description	Original Quantity	Revised Quantity	Unit	Unit Price \$	Amount of Change \$
18	Saw cut, remove and recycle existing paving	9,306	10,675	SY	6.00	8,214.00
19	Concrete Street Pavement	8216	9231	SY	33.00	33,495.00
20	Concrete Alley Pavement	339	313	SY	33.00	-858.00
21	Concrete Driveway Pavement	309	303	SY	32.00	-192.00
22	Concrete Sidewalk Pavement	442	828	SY	27.00	10,422.00
23	Barrier Free Ramp at Commercial Driveway	24	28	EA	600	2,400.00
24	Barrier Free Ramp at ROW	23	31	EA	950	7,600.00
28	Small Tree removal	5	0	EA	150.00	-750.00
29	Large Tree removal	5	0	EA	450.00	-2,250.00
30	Install 25 gal. Crepe Myrtle	5	0	EA	310.00	-1,550.00
45	Remove and Replace 10 foot inlet	0	1	EA	3,000.00	3,000.00
46	Install opening on existing inlet	0	1	EA	1,000.00	1,000.00
47	Install Type 6 Retaining wall	0	40	LF	50.00	2,000.00
TOTAL CHANGE ORDER						\$62,531.00

Original Contract Amount	\$	<u>1,172,862.20</u>
Contract Amount (Including Previous Change Orders)	\$	<u>1,172,862.20</u>
Amount, Change Order No. 1	\$	<u>\$62,531.00</u>
Revised Contract Amount	\$	<u><u>1,235,393.20</u></u>
Total Percent Increase Including Previous Change Orders		<u>5.33%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **15** day(s) to this project:

Original Contract Time	<u>120 working days</u>
Amount (Including Previous Change Orders)	<u>120 working days</u>
Amount, Change Order No. 1	<u>15 working days</u>
Revised Contract Time	<u>135 working days</u>
Total Percent Increase Including Previous Change Orders	<u>12.50%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **RKM UTILITY SERVICES, INC.**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated May 9th 2011.

F. 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.

OWNER: CITY OF PLANO

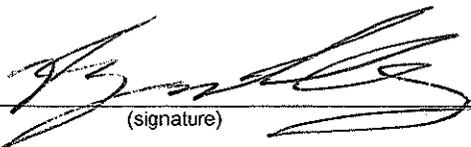
**CONTRACTOR:
RKM UTILITY SERVICES, INC.
A TEXAS CORPORATION**

By: _____
(signature)

Print
Name: **BRUCE D. GLASSCOCK**

Print
Title: **CITY MANAGER**

Date: _____

By: 
_____ (signature)

Print
Name: **RYAN DOWDY**

Print
Title: **PRESIDENT**

Date: 10 MAY 2012

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10 day of MAY, 2012, by **RYAN DOWDY, PRESIDENT** of **RKM UTILITY SERVICES, INC.**, a **TEXAS** corporation, on behalf of said corporation.



William Sanderson
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, 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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/29/12		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
To ratify and approve the purchase of a Microsoft Enterprise Agreement and True-up cost, in the amount of \$878,801 for the period of January 1, 2012 through December 31, 2012, from Dell Marketing, L.P, through an existing Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR Contract No. DIR-SDD-1014)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,866,574		2,866,574
Encumbered/Expended Amount	0	-1,747,097	0	-1,747,097
This Item	0	-878,801		-878,801
BALANCE	0	240,676	0	240,676
FUND(S): TECHNOLOGY SERVICES FUND				
COMMENTS: Funds are available in the Technology Services 2011-12 Budget for annual maintenance contracts and licensing renewals. The balance will be used for other maintenance agreements and contracts.				
STRATEGIC PLAN GOAL: True-up and Annual Microsoft License renewals relate to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Technology Services recommends Council approve the ratification and purchase of a Microsoft Enterprise Agreement and Annual True-up from Dell Marketing, L.P. for one year, January 1, 2012 through December 31, 2012, through the Department of Information Resources (DIR) Contract, in the amount of \$878,801. This agreement will provide the City with critical Microsoft support and will provide licensing and compliance verification of the Microsoft Licenses the City uses. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR Contract No. DIR-SDD-1014)				
List of Supporting Documents: Staff Memo		Other Departments, Boards, Commissions or Agencies		

Memo

Date: 5/11/2012

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: David Stephens, Director Technology Services

RE: Microsoft Enterprise Agreement and Annual True-Up Contract

We propose renewing the Microsoft Enterprise Agreement contract with Dell Marketing, LP through the Department of Information Resources (DIR) with the State of Texas. The DIR contract number is DIR-SDD-1014.

This enterprise agreement provides the City with licenses to use Microsoft applications. This agreement also provides the City with patches and upgrades to the applications listed in our enterprise agreement. Our hosted email services are also included in this agreement. Without this multi-year enterprise agreement the City would have to purchase individual licenses for each application we use and would have to purchase new licenses for each planned upgrade. The Microsoft platform of applications and development tools has become the foundation for most of the applications that provide the management measures on the operational side of the City.

The contract to be renewed would be for the third year of a three year agreement at a rate of \$878,801.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/29/12		
Department:		City Manager's Office		
Department Head		Bruce D. Glasscock		
Agenda Coordinator (include phone #): Cindy Pierce, ext. 5161				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, confirming the appointment of William Peterson as Interim Fire Chief beginning May 30, 2012, and to serve until his successor is appointed; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Funding for this item is not included in the approved FY 2011-12 Budget. There is a companion Supplemental Appropriation No. 10 to appropriate the necessary funding to cover all associated costs of appointing an Interim Fire Chief and search firm expenses.				
STRATEGIC PLAN GOAL: Appointing an Interim Fire Chief relates to the City's goals of Safe Large City and Financially Strong City With Service Excellence.				
SUMMARY OF ITEM				
A Resolution appointing William Peterson as the Interim Fire Chief until his successor is appointed.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				

A Resolution of the City Council of the City of Plano, Texas, confirming the appointment of William Peterson as Interim Fire Chief beginning May 30, 2012, and to serve until his successor is appointed; and providing an effective date.

WHEREAS, the current Fire Chief, Hugo Esparza, will retire from the City and as of May 30, 2012, will no longer assume the duties as the Fire Chief; and

WHEREAS, the City Manager desires to enter into a search process to consider the selection of a new Fire Chief; and

WHEREAS, during the search process, an Interim Fire Chief is needed to serve until a final selection is made for such position; and

WHEREAS, the City Manager has appointed William Peterson to serve as Interim Fire Chief and the City Council finds that William Peterson meets all of the requirements set forth in Local Government Code section 143.013(b) and

WHEREAS, the City Council confirms the appointment of William Peterson to serve as Interim Fire Chief beginning May 30, 2012, until such time that a final selection decision is made for the Fire Chief.

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

Section I. The City Council confirms the appointment of William Peterson as Interim Fire Chief to serve beginning May 30, 2012. This confirmation is for the position of Interim Fire Chief only and until such time that the City Manager makes an appointment of another candidate for this position.

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

DULY PASSED AND APPROVED this the 29th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		May 29, 2012		
Department:		Office of Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Nancy Rodriguez, X7510				
CAPTION				
Resolution of the City of Plano denying Atmos Energy Corp., Mid-Tex Division's ("Atmos Mid-Tex") requested rate change; requiring the Company to reimburse the City's reasonable ratemaking expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and ACSC's legal counsel; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
		0	0	0
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact. STRATEGIC PLANO GOAL: Council Resolution to deny an ATMOS natural gas rate increase relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
SUMMARY OF ITEM				
This Resolution denies Atmos Energy Corp., Mid-Tex Division's requested rate change.				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	

MEMORANDUM

TO: City Council

THROUGH: Bruce Glasscock, City Manager

FROM: Mark Israelson, Director of Office of Policy and Government Relations

DATE: May 29, 2012

RE: Staff Report Supporting Resolution Denying Atmos Mid-Tex's Proposed Rate Increase

The City of Plano, along with over 150 other cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC" or "Steering Committee"). On or about January 31, 2012, Atmos Mid-Tex filed with the City a Statement of Intent to increase rates within the City.

Background

In 2003, TXU Gas filed a statewide rate case which became known at the Railroad Commission of Texas ("RRC") as Gas Utilities Docket ("GUD") No. 9400. That same year the Texas Legislature passed legislation referred to as the Gas Reliability Infrastructure Program ("GRIP") which authorized annual piecemeal rate reviews that Texas courts have concluded significantly restrict city jurisdiction, participation, and input. Shortly after GUD No. 9400 was decided in 2004, Atmos Energy purchased TXU Gas and created what is known as Atmos Energy Corp., Mid-Tex Division. The City is within the Atmos Mid-Tex Division.

Atmos Mid-Tex filed four GRIP cases before filing a traditional rate case in September, 2007. As part of ACSC's Settlement Agreement with Atmos of the 2007 rate case, ACSC and Atmos created a substitute process for annual piecemeal GRIP cases. That substitute process was called a Rate Review Mechanism ("RRM") and was intended as an expedited but comprehensive rate review that included a number of fixed values and constraints. The RRM was intended as a three-year experiment. Last year, it was extended for a fourth year with some slight modifications to the original formulas. ACSC negotiated with Atmos in the final quarter of last year to further extend the RRM process, but no agreement was reached. Atmos has expressed a desire to reach a settlement of the January 31, 2012 filing that includes a revised RRM process.

Discussion and Purpose

Atmos Mid-Tex filed a Statement of Intent on January 31, 2012, seeking to increase system-wide base rates (which exclude the cost of gas) by approximately \$49 million or 11.94%. However, the Company is requesting an increase of 13.6%, excluding gas costs, for its residential customers. Additionally, the application would change the way that rates are

collected, by increasing the residential fixed-monthly (or customer) charge from \$7.50 to \$18.00 and decreasing the consumption charge from \$0.25 per 100 cubic feet (“ccf”) to \$0.07 per ccf.

ACSC engaged attorneys and consultants to review Atmos Mid-Tex’s proposed rate increase. Additionally, the ACSC cities passed suspension resolutions earlier this year, extending the effective date of Atmos Mid-Tex’s proposed rate increase to June 4, 2012, in order to permit the cities time to review Atmos Mid-Tex’s Statement of Intent. During their review, ACSC’s consultants found justification that Mid-Tex’s rates should be decreased. On April 25, 2012, the Company extended the effective date of its proposed rate change, which similarly extended cities’ jurisdictional deadline to June 11, 2012.

ACSC and the Company have engaged in some settlement discussions but have not yet reached agreement. ACSC is hoping to achieve settlement with the Company in order to perpetuate the RRM process. The ACSC Settlement Committee therefore recommends denial of the Company’s proposed rate increase rather than a rate decrease to facilitate further settlement discussions. The resolution prevents the Company’s proposed rates from automatically going into effect on June 11. The Company has expressed a desire for settlement while an appeal from the cities’ denial of the rate increase is pending at the RRC. Should a settlement be reached, the City may be required to pass an ordinance setting new rates pursuant to the settlement.

The purpose of the resolution is to deny Atmos Mid-Tex’s proposed rate increase pending further settlement discussions and to prevent Atmos’ proposed rate increase from automatically taking effect on June 11, 2012.

Explanation of “Be It Resolved Paragraphs”

Section 1. The paragraph denies the Company’s proposed rate increase.

Section 2. This provision provides that the Company shall continue to charge its existing rates to its customers within the City.

Section 3. By law, the Company must reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by ACSC will present their invoices to the City of Arlington which will then seek reimbursement from Atmos Mid-Tex. The City will not incur liability for payment of rate case expenses by adopting a denial resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section 5. This section provides that both Atmos Mid-Tex’s designated representative and counsel for ACSC will be notified of the City’s action by sending a copy of the approved and signed resolution to certain designated individuals.

Recommendation

The City Staff recommends adoption of the resolution denying Atmos Mid-Tex’s proposed rate increase.

Exhibit "A"

ACSC Consultants' Recommended Adjustments to Atmos Mid-Tex's 2012 Statement of Intent to Increase Rates¹

Following a review of the Company's 2012 Statement of Intent, ACSC consultants found justification for an approximately \$77 million decrease to the Company's requested revenue, resulting in a \$23 million decrease to the current rates charged by Atmos Mid-Tex. ACSC consultants' recommendation for a rate decrease is based upon the following major components:²

- Lowering the Company's return on equity from 10.9% to 9.5%, resulting in a revenue requirement decrease of over \$30 million
- Removing the Company's improper post-test year adjustment to add plant from January to March 2012, resulting in a revenue requirement decrease of approximately \$5 million
- Removing the Company's proposal for an energy efficiency plan to be funded only by ratepayers, resulting in a revenue requirement decrease of over \$1 million
- Various adjustments to accumulated deferred income tax, resulting in a revenue requirement decrease of approximately \$10 million
- Recognizing new depreciation rates as filed by the Company (without adjustment by ACSC consultants), resulting in a revenue requirement decrease of approximately \$15 million
- Various adjustments to the Company's requested level of operating and maintenance (O&M) expense, resulting in a revenue requirement decrease of over \$8 million
- Reducing rate base to account for ratepayer supplied funds relating to other post-employment benefits (FASB 106), resulting in a revenue requirement decrease of over \$8 million
- Cap residential customer charge at \$9.00, instead of Atmos' requested \$18.00.

¹ All figures are adjustments resulting in a revenue requirement impact to Atmos' filed case system-wide. Factoring out Dallas, the ACSC cities would see slight decreases in the numbers listed above.

² Please note that the adjustments listed are on a stand-alone basis, and may have a different impact when combined with the other adjustments.

Resolution of the City of Plano denying Atmos Energy Corp., Mid-Tex Division's ("Atmos Mid-Tex") requested rate change; requiring the Company to reimburse the City's reasonable ratemaking expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and ACSC's legal counsel; and providing an effective date.

WHEREAS, the City of Plano, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, §104.001 et seq. of GURA, has exclusive original jurisdiction over Atmos Mid-Tex's rates, operations, and services within the City; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of over 150 similarly situated cities served by the Company that have joined together to facilitate the review and response to natural gas issues affecting rates charged in the Atmos Mid-Tex Division; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC and the Company worked collectively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC as a substitute to the current GRIP process instituted by the Legislature; and

WHEREAS, ACSC and the Company agreed to extend the RRM process in reaching a settlement in 2010 on the third RRM filing; and

WHEREAS, in 2011, ACSC and the Company engaged in good faith negotiations regarding the continuation of the RRM process, but were unable to come to ultimate agreement; and

WHEREAS, on or about January 31, 2012, the Company filed a Statement of Intent with the cities retaining original jurisdiction within its Mid-Tex service division to increase rates by approximately \$49 million; and

WHEREAS, Atmos Mid-Tex proposed March 6, 2012, as the effective date for its requested increase in rates; and

WHEREAS, the City suspended the effective date of Atmos Mid-Tex's proposed rate increase for the maximum period allowed by law and thus extended the City's jurisdiction until June 4, 2012; and

WHEREAS, on April 25, 2012, the Company extended the effective date for its proposed rates by one week, which similarly extended the City's jurisdiction until June 11, 2012; and

WHEREAS, the ACSC Executive Committee hired and directed legal counsel and consultants to prepare a common response to the Company's requested rate increase and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, ACSC's consultants conducted a review of the Company's requested rate increase and found justification that the Company's rates should be decreased; and

WHEREAS, ACSC and the Company have engaged in settlement discussions but will be unable according to Company representations to reach settlement in sufficient time for cities to act before June 11, 2012; and

WHEREAS, failure by ACSC members to take action before June 11, 2012 would allow the Company the right to impose its full request on residents of said ACSC members; and

WHEREAS, the ACSC Settlement Committee recommends denial of the Company's proposed rate increase in order to continue settlement discussions pending the Company's appeal of cities' denials to the Railroad Commission of Texas; and

WHEREAS, the GURA § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

Section I. That the rates proposed by Atmos Mid-Tex to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section II. That the Company shall continue to charge its existing rates to customers within the City and that said existing rates are reasonable.

Section III. That the City's reasonable rate case expenses shall be reimbursed by the Company.

Section IV. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section V. A copy of this Resolution shall be sent to Atmos Mid-Tex, care of David Park, Vice President Rates & Regulatory Affairs, at Atmos Energy Corporation, Mid-Tex Division, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

Section VI. This Resolution shall become effective immediately.

DULY PASSED AND APPROVED this the 29th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		May 29, 2012		
Department:		Office of Policy and Government Relations		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and HP Enterprise Services, LLC, a Delaware limited liability company, to locate, place, attach, install, operate, and maintain a 2' x 3' concrete duct bank consisting of six (6) electrical conduits in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12 thru 2021-22	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	13,342	0	13,342
BALANCE	0	13,342	0	13,342
FUND(S): GENERAL FUND				
<p>COMMENTS: Approval of this item will result in additional revenue in the amount of \$13,342 for the entire term of this 10-year Agreement.</p> <p>STRATEGIC PLANO GOAL: Approval of this Public Right-of-Way Agreement relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>This Resolution enters into another ten (10) year Public Right-of-Way Use Agreement with HP Enterprise Services, LLC. The previous agreement was with Electronic Data Systems.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and HP Enterprise Services, LLC, a Delaware limited liability company, to locate, place, attach, install, operate, and maintain a 2' x 3' concrete duct bank consisting of six (6) electrical conduits in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Public Right-of-Way Use Agreement by and between the City of Plano, Texas and HP Enterprise Services, LLC, (hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, 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 on this the 29th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"

PUBLIC RIGHT-OF-WAY USE AGREEMENT

This Agreement is made this the _____ day of _____, 2012, by and between the **City of Plano, Texas** ("City"), a Texas home rule municipal corporation, and **HP ENTERPRISE SERVICES, LLC**, a limited liability company duly organized and existing under the laws of the State of Delaware ("Company").

RECITALS:

WHEREAS, Company desires to locate, place, attach, install, operate and maintain, subject to the terms of this Public Right-of-Way Use Agreement, a 2' x 3' concrete duct bank consisting of six (6) electrical conduits (hereinafter called "Structure") under Windcrest Parkway located in Plano, Collin County, Texas, as shown on the attached Exhibit "A," for the purpose of extending an existing concrete duct bank and electrical conduits used to supply electricity to Company; and

NOW, THEREFORE, the City and Company agree as follows:

1. Definitions.

Capitalized terms used in this Agreement and not otherwise defined within this Agreement shall have the following meanings:

- (a) *Affiliate* shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.
- (b) *Company* shall mean HP Enterprise Services, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, only and shall not include any Affiliate or third party.
- (c) *City* shall mean the area within the corporate limits of the City of Plano, Texas, and the governing and administrative body thereof.
- (d) *Effective Date* shall mean the date of execution by the City.
- (e) *Person* shall mean an individual, corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form or business entity or association.
- (f) *Public Rights-of-Way* shall mean only those portions of the public rights-of-way and street crossings in the City identified in Exhibit "A" of this Agreement, which is attached hereto and hereby made a part of this Agreement for all purposes.

- (g) *Structure* shall mean Company's 2' x 3' concrete duct bank consisting of 6 electrical conduits located under Windcrest Parkway in Plano, Collin County, Texas.

2. **Grant of Rights.**

2.1 **General Use of Public Rights-of-Way.**

Subject to the terms and conditions set forth in this Agreement, the City Charter, and the ordinances of the City, the City hereby grants Company a non-exclusive license to locate, place, attach, install, operate and maintain its Structure in the Public Rights-of-Way, as defined in Section 1 hereof. Company hereby acknowledges and agrees that the location, attachment, installation, operation, maintenance, removal, reattachment, reinstallation, relocation and/or replacement of Structure or any other structure or equipment constitutes an actual use of the Public Rights-of-Way, that the City has the right to manage and regulate the use of such Public Rights-of-Way, and that the City is entitled to recover reasonable compensation from Company on account of such use of the Public Rights-of-Way.

Both the City and Company ("Parties") hereby acknowledge and agree that this Agreement addresses only the use of the Public Rights-of-Way by Company to locate, place, attach, install, operate and maintain its Structure and does not grant Company or any Affiliate or contractor of the Company the use of the Public Rights-of-Way for any other reason. If Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company contends that Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company wishes to construct and/or install additional facilities in any of the City's public rights-of-way other than the Public Rights-of-Way defined in Section 1, Company shall first notify the City in writing and shall obtain a written permit or agreement for the use of the Public Rights-of-Way in that respect.

2.2 **Scope.** Any and all rights granted to Company under this Agreement, which shall be exercised at Company's sole cost and expense, shall be subject and subordinate to the prior and continuing right of City, its successors and assigns, to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other Person or Persons having the legal right to use such Public Rights-of-Way. In addition, any and all rights granted to Company under this Agreement shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Company a real property interest in land, including, but not limited to, any fee, leasehold interest, or easement. Any work performed by or on behalf of Company shall be subject to the prior and customary review and regulation by the City. Company shall not allow any liens, including, but not limited to, mechanic's or materialman's liens, to be enforced against City's premises by reason of any such work.

2.3 Non-exclusive. This Agreement and all rights granted to Company herein are strictly non-exclusive. The City reserves the right to grant other and future agreements, consents and franchises for the use of public rights-of-way in the City, including the Public Rights-of-Way used by Company pursuant to this Agreement, to other Persons as the City deems appropriate. This Agreement does not establish any priority for the use of the Public Rights-of-Way by Company or by any present or future franchisees, users or other permit holders. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees, users and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

2.4 Other Permits. This Agreement does not relieve Company of any obligation to obtain permits, licenses, and other approvals from the City necessary for the construction, repair, or maintenance of the Structure.

3. Term.

This License shall continue in force for a period of ten (10) years from the Effective Date and may thereafter be renewed for such time and upon such terms as the parties may then agree. If any law or agency rule or regulation is adopted that affects the City's ability or right to manage the Public Rights-of-Way, Company agrees to meet with the City and to negotiate with diligence and in good faith an agreement or amendment to this Agreement that reasonably resolves the City's and Company's concerns regarding such law or agency rule or regulation.

4. Fees and Payments.

4.1 Public Right-of-Way Use Fee. On the Effective Date, Company shall pay the City as compensation for its use of the Public Rights-of-Way for the entire term of this Agreement, the sum of Thirteen Thousand Three Hundred Forty Two Dollars (\$13,342.00), which represents an annual payment of (i) ONE DOLLAR AND FIFTY CENTS (\$1.50) per linear foot of the Public Rights-of-Way plus (ii) ONE THOUSAND DOLLARS (\$1,000.00) per public street crossing for a term of ten (10) years. Company hereby acknowledges and agrees that the amount of this Right-of-Way Use Fee constitutes just and reasonable compensation to the City for Company's use of the Public Rights-of-Way as provided by this Agreement.

4.2 Other Payments. In addition to the Right-of-Way Use Fees, Company shall pay the City all sums that may be due the City for property taxes, license fees, permit fees, or other taxes, charges or fees that the City may from time to time impose.

4.3 Interest. All sums due the City under this Agreement that are not paid when due shall bear interest at the rate of ten percent (10%) per annum, computed monthly.

4.4 Company acknowledges that it understands that this Agreement and the fee charged in Section 4.1 above relate only to the Public Rights-of-Way specifically identified in Exhibit "A." Additional portions of the public rights-of-way and/or street crossings shall require a new license and an additional fee.

5. **Use of Public Rights-of-Way**

5.1 **Construction and Maintenance.** In all matters relating to this Agreement, Company shall comply with the City of Plano Right-of-Way Management Ordinance, as adopted by Ordinance No. 2001-3-20 and as amended from time to time, and all other pertinent laws, rules, and regulations of the City and the State of Texas. Approval by City of this Agreement shall not constitute a warranty by City that Company's plans conform with federal, state and/or local codes and regulations applicable thereto. Company shall comply with all laws or ordinances of the City of Plano, including, but not limited to, those relating to building and excavation permits.

5.2 **Work by Others; Alterations Required if Needed to Conform with Public Improvements.** The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid sanitary sewer, gas, water, electric, telephone and television cable and other pipelines or cables and conduits and to do and permit to be done any underground and overhead installation that may be deemed necessary or proper by the governing body of the City in, across, along, over or under any of Company's Public Rights-of-Way and to change any curb or sidewalk or the grade of any street. In permitting such work to be done, the City shall not be liable to Company, except to the extent provided under the Texas Tort Claims Act. Nothing herein shall relieve any other person or corporation from any liability for damage to the facilities or the Structure.

5.3 **Testing.** Company shall cooperate with City in making any test or tests it requires of any installation or condition that, in its reasonable judgment, may have adverse effects on any of the facilities of the City. All costs incurred by the test(s), or any corrections thereof, shall be borne by Company.

5.4 **Location, Use or Purpose Changes.** No change in the location, use or purpose of the Public Rights-of-Way shall be made by Company without City's written approval.

6. **Miscellaneous Obligations of Company.**

6.1 **Removal of Structure.** Upon the termination or expiration of this Agreement, Company's right to use Public Rights-of-Way under this Agreement shall cease and Company shall immediately discontinue use of the Structure. Within six (6) months following such termination or expiration and in accordance with directions from the City, Company shall remove the Structure, including, but not limited to, all supporting structures, poles, transmission and distribution Structures and other appurtenances, fixtures or property from the Public Rights-of-Way. If Company has not

removed all Structure facilities and equipment from the Public Rights-of-Way within six (6) months following termination or expiration of this Agreement, the City may deem all of the Company's Structure facilities and equipment remaining in the Public Rights-of-Way abandoned and, at the City's sole but reasonable discretion, (i) take possession of and title to such property; and/or (ii) take any and all legal action necessary to compel Company to remove such property.

Within six (6) months following termination or expiration of this Agreement, Company shall also restore any property, public or private, that is disturbed or damaged by removal of the Structure. If Company has not restored all such property within this time, the City, at the City's sole but reasonable discretion, may perform or have performed any necessary restoration work, in which case Company shall, within 10 days following receipt of an itemized invoice, reimburse the City for any and all costs incurred in performing or having performed such restoration work.

7. Indemnification and Insurance.

7.1 Disclaimer of Liability. EXCEPT TO THE EXTENT PROVIDED BY THE TEXAS TORT CLAIMS ACT, THE CITY SHALL NOT AT ANY TIME BE LIABLE FOR ANY INJURY OR DAMAGE OCCURRING TO ANY PERSON OR PROPERTY FROM ANY CAUSE WHATSOEVER THAT ARISES OUT OF THE ATTACHEMENT, INSTALLATION, OPERATION, MAINTENANCE, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATION, CONDITION OR DISMANTLING OF THE STRUCTURE.

7.2 Indemnification. COMPANY SHALL PROVIDE TO THE CITY THE INDEMNIFICATION SET OUT IN THE CITY'S RIGHT-OF-WAY MANAGEMENT ORDINANCE, ORDINANCE NO. 2001-3-20, AS AMENDED. COMPANY FURTHER RELEASES AND INDEMNIFIES THE CITY FROM AND AGAINST ANY AND ALL LIABILITY, COST AND EXPENSE, INCLUDING ATTORNEY'S FEES FOR LOSS OF OR DAMAGE TO THE CITY'S PROPERTY AND FOR INJURY TO OR DEATH OF PERSONS (INCLUDING, BUT NOT LIMITED TO, THE PROPERTY AND EMPLOYEES OF EACH OF THE PARTIES HERETO) ARISING OR RESULTING FROM A BREACH OF THIS AGREEMENT BY COMPANY, WHETHER OR NOT CAUSED OR CONTRIBUTED TO BY ANY ACT OR OMISSION, NEGLIGENCE OR OTHERWISE, OF ANY EMPLOYEE OR AGENT OF CITY.

7.3 Assumption of Risk. COMPANY HEREBY UNDERTAKES AND ASSUMES, FOR AND ON BEHALF OF COMPANY, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, AGENTS AND EMPLOYEES, ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CITY-CONTROLLED PROPERTY OR FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE PUBLIC RIGHTS-OF-WAY. IN ADDITION, COMPANY HEREBY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE CITY FOR ANY

PERSONAL INJURY OR PROPERTY DAMAGES INCURRED OR ASSERTED BY COMPANY OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, AND ARISING FROM THE ATTACHMENT, INSTALLATION, OPERATION, MAINTENANCE, CONDITION, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE.

7.4 Insurance. Company shall comply with the insurance requirements set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended.

8. **Termination**. This Agreement shall terminate:

- A. at the end of the term provided for in Section 3 above;
- B. upon abandonment of the Public Rights-of-Way or discontinuance of use thereof;
- C. upon failure of Company to correct any default under this Agreement after expiration of the applicable cure period as set out in Section 9 and 10 below.

9. **Defaults**.

The occurrence at any time during the term of this Agreement of one or more of the following events shall constitute an "Event of Default" under this Agreement:

9.1 Failure to Pay Right-of-Way Use Fees. An Event of Default shall occur if Company fails to pay any Right-of-Way Use Fee on or before the respective due date.

9.2 Breach. An Event of Default shall occur if Company materially breaches or violates any of the terms, covenants, representations, or warranties set forth in this Agreement or fails to perform any duty or obligation required by this Agreement.

9.3 Violations of the Law. An Event of Default shall occur if Company violates any existing or future federal, state or local laws or any existing or future ordinances, rules and regulations of the City; provided, however, that no Event of Default shall be deemed to occur or exist during the pendency of any legal action which the City or Company may initiate against the other under or in connection with such law, ordinance, rule or regulation.

10. **Uncured Defaults and Remedies**.

10.1 Notice of Default and Opportunity to Cure. If an Event of Default occurs, the City shall provide Company with written notice and shall give Company the opportunity to cure such Event of Default. For an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) calendar days from the date it receives written notice from the City to cure the Event of

Default. For any other Event of Default, Company shall have sixty (60) calendar days from the date it receives written notice from the City to cure the Event of Default. If any Event of Default is not cured within the time period specified herein, such Event of Default shall, without further notice from the City, become an “Uncured Default” and the City immediately may exercise the remedies provided in Section 10.2.

10.2 Remedies for Uncured Defaults. Upon the occurrence of an Uncured Default, the City shall be entitled to exercise, at the same time or at different times, any of the following remedies, all of which shall be cumulative and without limitation to any other rights or remedies the City may have:

10.2.1 Termination of Agreement. Upon the occurrence of an Uncured Default, the City may terminate this Agreement immediately upon written notice to Company. Upon such termination, Company shall forfeit all rights granted to it under this Agreement, and, except as to Company’s unperformed obligations and existing liabilities as of the date of termination, this Agreement shall automatically be deemed null and void and shall have not further force or effect. Company shall remain obligated to pay, and the City shall retain any, Right-of-Way Use Fees and any other payments due up to the date of termination. In this event, Company shall comply with the provisions of Section 6.1 of this Agreement. The City’s right to terminate this Agreement under this Section does not and shall not be construed to constitute any limitation on the City’s right to terminate this Agreement for other reasons as provided by and in accordance with this Agreement.

10.2.2. Legal Action Against Company. Upon the occurrence of an Uncured Default, the City may commence against Company an action at law for monetary damages or in equity for injunctive relief or specific performance of any of the provisions of this Agreement that, as a matter of equity, are specifically enforceable.

11. **Assignment of Agreement.**

The rights granted by this Agreement inure to the benefit of Company. Except to an Affiliate of the Company, Company shall not (i) assign, transfer, sell, or otherwise convey any of its rights, privileges, duties or interests as granted to Company by this Agreement; or (ii) lease to any Person or allow use by any Person other than Company all or any portion of its Structure unless (i) Company first notifies the City in writing; (ii) Company obtains the City’s advance written consent, which consent shall not unreasonably be withheld; and (iii) such Person enters into a written agreement with the City relating to that Person’s use of the Public Rights-of-Way, including terms for any compensation that the City may charge for such use. In the event Company assigns or transfers the Agreement to an Affiliate of Company, Company shall provide City with written notice thereof.

12. **Notices.**

12.1 All notices that shall or may be given pursuant to this Agreement shall be in writing and delivered or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile transmission, if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

If to the City:

City of Plano

Attn: Franchised Utilities
P.O. Box 860358
1520 Avenue K, Suite 240
Plano, TX 75086-0358
Fax Number (972) 461-9332

With a copy to:

City of Plano

Attn: City Attorney
P.O. Box 860358
1520 Avenue K, Suite 340
Plano, TX 75086-0358
Fax Number (972) 424-0099

If to Company:

HP Enterprise Services, LLC

c/o MacMunnis, Inc.
1840 Oak Ave., Suite 300
Evanston, IL 60201
Fax Number (847) 316-1101

With a copy to:

HP Enterprise Services, LLC

Attn: Mary Ellen Lemm
Office of General Counsel/Real Estate
5400 Legacy Drive
MS: H4-1H-13
Plano, TX 75024-3105
Fax Number (972) 605-5616

12.2 Date of Notices; Changing Notice Address. Notices shall be deemed given three (3) days after deposit in the mail; or the next day in the case of facsimile, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

13. **No Waiver.**

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any rights that the City may have, either under this Agreement or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

14. **Miscellaneous Provisions.**

14.1 **Amendment of Agreement.** This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.2 **Severability of Provisions.** If any one or more of the Provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such Provision(s) shall be deemed severable from the remaining Provision(s) of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.

14.3 **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by and in accordance with the laws of the State of Texas, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that venue for the trial of such action shall be vested exclusively in the state courts of Texas, County of Collin, or in the United States District Court for the Eastern District of Texas.

14.4 **Consent Criteria.** In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold consent.

14.5 **Waiver of Breach.** The waiver by either party of any breach or violation of any Provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Agreement.

14.6 **Representations and Warranties.** Each of the parties to this Agreement represent and warrant that at the time of signing of this Agreement it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

14.7 **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

14.8 No Third Party Beneficiaries. This Agreement is for the benefit of Company, any transferee or assignee in accordance with the provisions contained herein, and the City, and not for the benefit of any third party. No Provision of this Agreement shall be construed as creating any third party beneficiaries.

14.9 Force Majeure. City and Company shall not be required to perform any covenant or obligation in this Agreement, nor be liable to the other in damages, so long as the cause of such failure to perform, or delay in performance, is caused or prevented by an act of God or force majeure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

**LICENSOR:
CITY OF PLANO, TEXAS,
A Home Rule Municipal Corporation**

By Authority of Resolution
No. _____

By: _____
Bruce D. Glasscock
City Manager

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

**LICENSEE:
HP ENTERPRISE SERVICES, LLC
A Delaware limited liability company**

By: John H. Vestal
Assistant Secretary

ATTEST:

DATE: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2012, by **Bruce D. Glasscock**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2012, by **John H. Vestal**, Assistant Secretary of **HP Enterprise Services, LLC**, a Delaware limited liability company, on behalf of said company.

Notary Public in and for the State of _____

Exhibit "A"

LEGAL DESCRIPTION ELECTRICIAL DUCTBANK EASEMENT 0.652 ACRES

BEING a tract of land out of the OBEDIAH EPPS SURVEY, Abstract No. 297 and the MARIA C. VELA SURVEY, Abstract No. 935 in the City of Plano, Collin County, Texas, being part of the REPLAT OF EDS VEHICLE SERVICE CENTER ADDITION, an addition to the City of Plano according to the plat thereof recorded in Cabinet L, Page 725 of the Map Records of Collin County, Texas, being part of a tract of land described in deed to EDS Information Services, L.L.C., recorded in Volume 4853, Page 2203 of the land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1" iron rod found in the west line of EDS HEALTH AND FITNESS CENTER ADDITION, an addition to the City of Plano according to the plat thereof recorded in Cabinet L, Page 728 of the Map Records of Collin County, Texas, for the northeast corner of said REPLAT OF EDS VEHICLE SERVICE CENTER ADDITION; **THENCE** with the north line of said REPLAT OF EDS VEHICLE SERVICE CENTER ADDITION, North 89°54'38" West, a distance of 9.61 feet to the **POINT OF BEGINNING**;

THENCE leaving said north line, the following courses and distances to wit;

South, a distance of 247.08 feet to a point for the beginning of a tangent curve to the right, having a central angle of 43°56'38", a radius of 645.00 feet and a chord bearing and distance of South 21°58'19" West, 482.66 feet;
Southwesterly, with said curve, an arc distance of 494.69 feet to a point for corner at the beginning of a non-tangent curve to the right on the north right-of-way line of Tennyson Parkway;
Northwesterly, along the north right-of-way line of said Tennyson Parkway and along the arc of said non-tangent curve to the right, through a central angle of 00°41'12", having a radius of 1261.71 feet, a chord bearing of North 53°09'28" West, a chord distance of 15.12 feet and an arc length of 15.12 feet to a point for corner at the beginning of a non-tangent curve to the left;
Northwesterly, departing said north right-of-way line and along the arc of said curve to the left, through a central angle of 44°06'50", having a radius of 630.00 feet, a chord bearing of North 22°03'25" East, a chord distance of 473.16 feet and an arc length of 485.06 feet to a point for corner;
North, a distance of 247.08 feet to a 1" iron rod found for the beginning of a tangent curve to the left on the future southeast right-of-way line of Windcrest Parkway (future 60' ROW) said point also being the beginning of a tangent curve to the left and having a central angle of 25°43'38", a radius of 530.00 feet and a chord bearing and distance of North 12°51'49" West, 235.99 feet;

THENCE with said future right-of-way line, the following courses and distances to wit;

Northwesterly, with said curve, an arc distance of 237.98 feet to a point for corner;
North 25°43'38" West, a distance of 169.49 feet to a 1" iron rod found for the beginning of a tangent curve to the right, having a central angle of 12°26'43", a radius of 470.00 feet and a chord bearing and distance of North 19°30'16" West, 101.89 feet;
Northwesterly, with said curve, an arc distance of 102.09 feet to a 1" iron rod found for corner;

THENCE leaving the future east right-of-way line of Windcrest Parkway, the following courses and distances to wit;

North 76°43'05" East, a distance of 15.00 feet to a point for the beginning of a non-tangent curve to the right, having a central angle of 21°18'58", a radius of 455.00 feet and a chord bearing and distance of North 02°37'26" West, 168.30 feet;
Northerly, with said curve, an arc distance of 169.28 feet to a point for corner;
North 08°02'03" East, a distance of 19.42 feet to a point for corner;
North 81°57'57" West, a distance of 15.00 feet to a point in the said future east right-of-way line of Windcrest Parkway;

THENCE with said future east right-of-way line, the following courses and distances to wit;

North 08°02'03" East, a distance of 135.63 feet to a 1" iron rod found for the beginning of a tangent curve to the left, having a central angle of 04°19'40", a radius of 1030.00 feet and a chord bearing and distance of North 05°52'13" East, 77.78 feet;
Northeasterly, with said curve, an arc distance of 77.80 feet to a point in the south line of Lot 1R, Block R of EDS COMMAND CENTER ADDITION, an addition to the City of Plano according to the plat thereof recorded in Volume L, Page 721 of the Map Records of Collin County, Texas;

THENCE with said south line, South 30°34'55" East, a distance of 26.23 feet to a point for the beginning of a non-tangent curve to the right, having a central angle of 03°08'23", a radius of 1045.00 feet and a chord bearing and distance of South 06°27'52" West, 57.26 feet;

THENCE leaving said south line, the following courses and distances to wit:

Southwesterly, an arc distance of 57.26 feet to a point for corner;
South 08°02'03" West, a distance of 111.52 feet to a point for corner;
South 81°57'57" East, a distance of 35.00 feet to a point for corner;
South 08°02'03" West, a distance of 43.54 feet to a point for the beginning of a tangent curve to the left, having a central angle of 05°22'26", a radius of 420.00 feet and a chord bearing and distance of South 05°20'46" West, 39.40 feet;
Southwesterly, with said curve an arc distance of 39.41 feet to a point for corner;
North 87°20'33" West, a distance of 20.00 feet to a point for the beginning of a non-tangent curve to the left, having a central angle of 30°20'19", a radius of 440.00 feet and a chord bearing distance of South 12°30'42" East, 230.27 feet;
Southeasterly, with said curve, an arc distance of 232.98 feet;
South 64°16'22" West, a distance of 15.26 feet to a point for corner;
South 25°43'38" East, a distance of 161.99 feet to a point for the beginning of a tangent curve to the right, having a central angle of 25°43'38", a radius of 545.00 feet and a chord bearing and distance of South 12°51'49" East, 242.67 feet;
Southeasterly, with said curve, an arc distance of 244.72 feet to the **POINT OF BEGINNING** and containing 0.652 acres of land, more or less.

Bearing system based on the east line of REPLAT OF EDS VEHICLE SERVICE CENTER ADDITION, an addition to the City of Plano according to the plat thereof recorded in Cabinet L, Page 725 of the Map Records of Collin County, Texas.



(IN FEET)
1 inch = 120 ft.

EDS Vehicle Service
Center Addition
Cab. L, Pg. 725

S89°54'38"E
9.61'

P.O.C.

1" I.R.F.

P.O.B.

EDS Health and
Fitness Center Addition
Cab. L, Pg. 728

PROPOSED
WINDCREST PARKWAY
NORTH (L13) 247.08'
SOUTH (L14) 247.08'

TENNYSON
PARKWAY

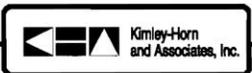
C11
D=00°41'12"
R=1261.71'
L=15.12'
CB=N53°09'28"W
CD=15.12'

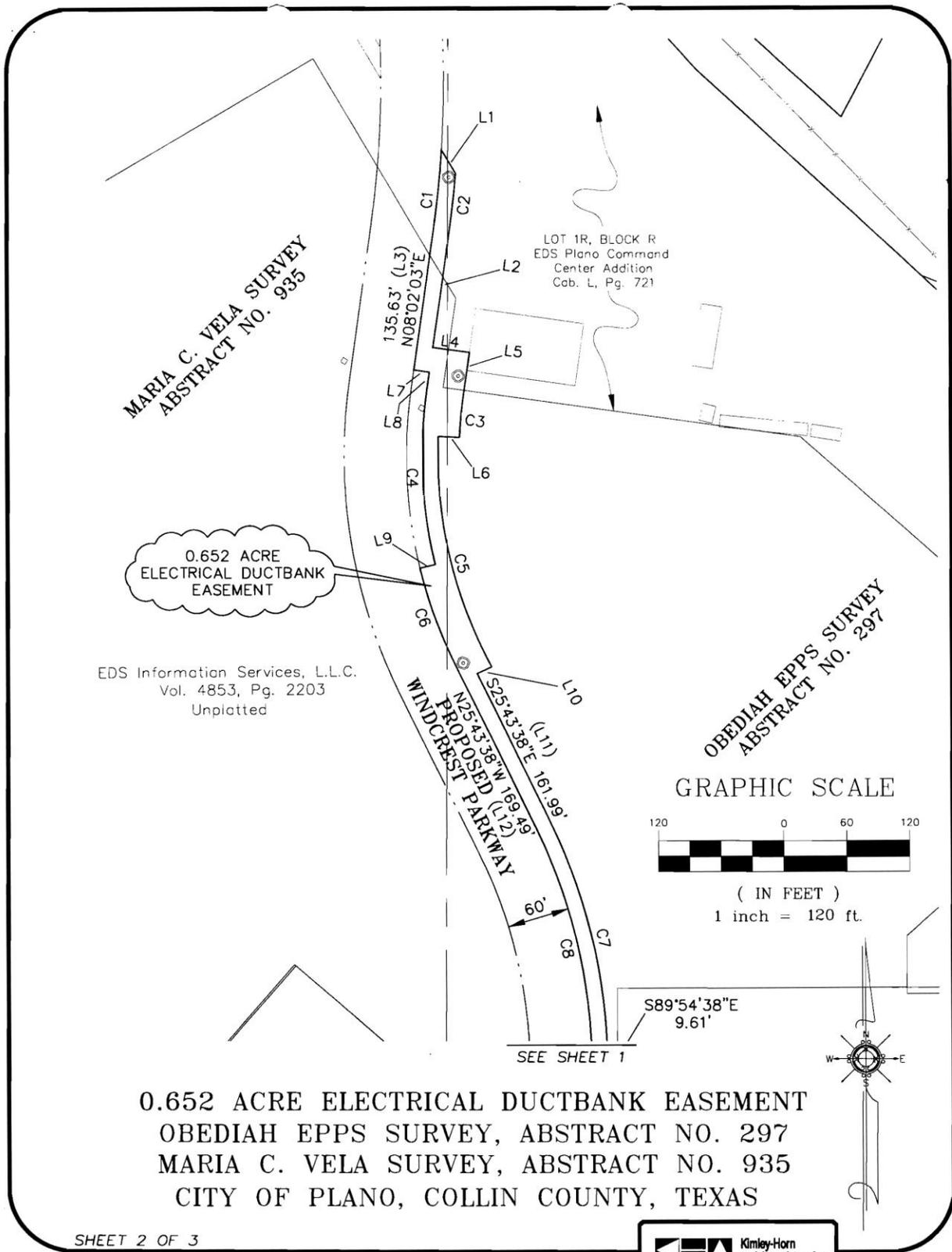


0.652 ACRE ELECTRICAL DUCTBANK EASEMENT
OBEDIAH EPPS SURVEY, ABSTRACT NO. 297
MARIA C. VELA SURVEY, ABSTRACT NO. 935
CITY OF PLANO, COLLIN COUNTY, TEXAS

SHEET 1 OF 3

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MARIA C. VELA SURVEY
ABSTRACT NO. 935

LOT 1R, BLOCK R
EDS Plano Command
Center Addition
Cab. L, Pg. 721

0.652 ACRE
ELECTRICAL DUCTBANK
EASEMENT

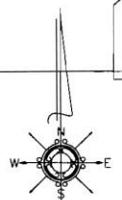
EDS Information Services, L.L.C.
Vol. 4853, Pg. 2203
Unplatted

OBEDIAH EPPS SURVEY
ABSTRACT NO. 297

GRAPHIC SCALE



(IN FEET)
1 inch = 120 ft.



0.652 ACRE ELECTRICAL DUCTBANK EASEMENT
OBEDIAH EPPS SURVEY, ABSTRACT NO. 297
MARIA C. VELA SURVEY, ABSTRACT NO. 935
CITY OF PLANO, COLLIN COUNTY, TEXAS

SHEET 2 OF 3

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/29/2012		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247				
CAPTION				
<p>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 TT Holdings I, Inc., d/b/a TriTech Software Systems, a sole source provider, to purchase a Stratus ft6300 fault tolerant server and one year maintenance for a total of Ninety One Thousand Two Hundred and No/100 Dollars (\$91,200.00), and maintenance service for five (5) additional years in an amount not to exceed Sixty Six Thousand Seven Hundred Twenty Four and No/100 Dollars (\$66,724.00); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	92,100	0	92,100
Encumbered/Expended Amount	0	0	0	0
This Item	0	-91,200	0	-91,200
BALANCE	0	900	0	900
FUND(S): TECHNOLOGY FUND; GENERAL FUND				
<p>COMMENTS: Funds are included in the FY 2011-12 Technology Fund and Public Safety Communications budgets for a server upgrade and annual maintenance of the Tritech CAD system in Public Safety Communications. The balance of funds will be used for other items related to the project.</p> <p>STRATEGIC PLAN GOAL: Server replacement and upgrades for the Public Safety Communications CAD system relates to the City's Goals of Safe, Large City and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff requests Council approval of an agreement between the City of Plano, Texas and TT Holdings I, Inc. d/b/a TriTech Software Systems for the purchase of a Stratus ft6300 fault tolerant server and one year of maintenance. Also, maintenance service for five (5) additional years in an amount not to exceed \$66,724.00.</p> <p>This purchase allows staff to bring Public Safety Computer Aided Dispatch (CAD) system up to current release versions of 911 and dispatch software.</p>				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Recommendation of Award Memo, Sole Source Memo, Resolution and Agreement	Other Departments, Boards, Commissions or Agencies



Date: April 6, 2012

To: Sharron Mason, Purchasing

From: Susan Carr, PSC

Ref: Sole Source purchase Recommendation Memo

Public Safety Communications recommends the purchase of the Stratus ft6300 fault tolerant server as a sole source purchase from TriTech Software systems.

As outlined in the previously provided sole source letter and e-mail, TriTech is an authorized reseller of the Stratus ftServer hardware and Stratus ftServer annual support and maintenance services. Based on the specific configuration used for the VisiCAD dispatching system, TriTech and Stratus have developed a unique implementation and maintenance program that is only available for Stratus ftServers and support sole sourced through TriTech. Unless purchased in this manner, TriTech software cannot predict the level of effort to perform the work, and utilizing another reseller increases client (COP) costs, Tri-tech costs, and incurs further system downtime. System downtime translates to having to manually write down all emergency calls for services, manually look up addresses, and manually dispatch the appropriate resources. This could lead to delays in responses to emergency situations.

Cost of the equipment, configuration, shipping and implementation of the server in the amount of \$79,700 will be paid out of the TS (technology) fund. PSC will be paying for the annual maintenance in the amount of \$11,500 (which shows as 24x7 assurance support on the quote).

No other alternatives were considered as we have previously purchased our equipment through TriTech, knowing the reliability of the purchase. The impact of not purchasing as a sole source through TriTech is listed above in increased costs, potential extended down time and delay of response to City of Plano citizen emergencies, as well as impact to first responders.



April 10, 2012

City of Plano

Re: TriTech Software and Software Support Sole Source

Dear Amy,

TriTech Software systems is the developer and exclusive provider of our VisiNet suite of software applications (computer aided dispatch, mobile data, Law records management, interfaces, and related modules and documentation), and the exclusive provider of support for the TriTech applications. TriTech's applications are proprietary to TriTech, and no other service providers / vendors are currently authorized by TriTech to provide support services.

Should you have any further questions, please do not hesitate to contact me directly at 858.799.7372, or via e-mail at roxanne.lerner@tritech.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Roxanne Lerner".

Roxanne Lerner
Contracts and Proposals Manager

cc: Accounting

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 TT Holdings I, Inc., d/b/a TriTech Software Systems, a sole source provider, to purchase a Stratus ft6300 fault tolerant server and one year maintenance for a total of Ninety One Thousand Two Hundred and No/100 Dollars (\$91,200.00), and maintenance service for five (5) additional years in an amount not to exceed Sixty Six Thousand Seven Hundred Twenty Four and No/100 Dollars (\$66,724.00); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Public Safety Communications Department of the City of Plano utilizes a Stratus ft6300 fault tolerant server developed by TT Holdings I, Inc., d/b/a TriTech Software Systems; and

WHEREAS, TT Holdings I, Inc., d/b/a TriTech Software Systems is the sole source provider of Stratus ft6300 fault tolerant server and maintenance for the VisiCad computer aided dispatch system utilized by the Public Safety Communications Department;

WHEREAS, the City Council has been presented a proposed Agreement between the City of Plano and TT Holdings I, Inc., d/b/a TriTech Software Systems for the purchase and installation of the Stratus ft6300 server and the maintenance of the Stratus ft6300 fault tolerant server, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

Section I. The City Council hereby finds and determines that TT Holdings I, Inc., d/b/a TriTech Software Systems is the sole source provider for the Stratus ft6300 fault tolerant server and service for maintenance of the fault tolerant server and thus, the purchase and maintenance of such Stratus ft6300 fault tolerant server is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

Section II. The City Council approved the Agreement to purchase from TT Holding I, Inc., d/b/a TriTech Software Systems a Stratus ft6300 fault tolerant server with one year maintenance in the amount of Ninety One Thousand Two Hundred and No/100 Dollars (\$91,200.00), and maintenance service for five (5) additional years in an amount not exceed Sixty Six Thousand Seven Hundred Twenty Four and No/100 Dollars (\$66,724.00).

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

DULY PASSED AND APPROVED this 29th of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
TT HOLDINGS I, INC., D/B/A TRITECH SOFTWARE SYSTEMS
2012-182-X**

THIS CONTRACT is made and entered into by and between **TT HOLDINGS I, INC., D/B/A TRITECH SOFTWARE SYSTEMS**, a California corporation, whose address is 9860 Mesa Rim Road, San Diego, California 92121, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials, and equipment necessary for the purchase and installation of a replacement Stratus ft6300 fault tolerant server. These products and service, including maintenance, shall be provided in accordance with the Vendor's Proposal/Sales Quotation, a copy of which is attached hereto and incorporated herein as **Exhibit "A" and "B"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Vendor's Proposal/Sales Quotation (**Exhibit "A"**);
- (b) Vendor's Maintenance Quote and scope of service (**Exhibit "B"**);
- (c) Limited Return To Factory Hardware Warranty (**Exhibit "C"**);
- (d) Insurance Requirements (**Exhibit "D"**); and
- (e) Affidavit of No Prohibited Interest (**Exhibit "E"**).

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

**II.
TERM OF CONTRACT**

On the effective date listed below, the Contractor hereby agrees to install the Stratus ft6300 fault tolerant server and provide maintenance for the server for one (1) year. After the expiration of the first (1st) year, Contractor shall provide maintenance for the server for five (5) additional years.

III. WARRANTY

Contractor warrants and covenants to City that all goods and services provided by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement and the Vendor's Proposal/Sales Quotation and Maintenance Quote and Scope of Service attached hereto and incorporated herein as **Exhibit "A" and "B"**. Contractor warrants that the hardware and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period as provided in the Warranty set forth in **Exhibit "C"**, commencing on the date that City issues final written acceptance of the project. Contractor further warrants that the goods and services provided to City under this Agreement that are not covered by **Exhibit "C"** shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

IV. PAYMENT

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract for the first year shall not exceed the sum of **NINETY ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$91,200.00)**. Cost of the equipment, configuration, shipping and implementation of the server in the amount of **SEVENTY NINE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$79,700.00)** will be paid out of the Technology Services fund. Public Safety Communications will pay for the maintenance in the amount of **ELEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$11,500.00)**. Maintenance costs for the remaining five (5) years will not exceed the total amount of **SIXTY SIX THOUSAND SEVEN HUNDRED TWENTY FOUR AND NO/100 DOLLARS (\$66,724.00)** as set forth in **Exhibit "B"** and will be paid by Technology Services.

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

V. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

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

losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**VI.
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

**VII.
INDEMNIFICATION**

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

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR

SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR 'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

VIII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and **SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas, with the exception of warranty issues covered by **Exhibit "C"**.

**X.
ASSIGNMENT AND SUBLETTING**

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

**XI.
INDEPENDENT CONTRACTOR**

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

**XII.
INSURANCE AND CERTIFICATES OF INSURANCE**

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

**XIII.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**XV.
SEVERABILITY**

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

**XVI.
TERMINATION**

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

**XVII.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XVIII.
CONTRACT INTERPRETATION**

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

**XIX.
SUCCESSORS AND ASSIGNS**

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

**XX.
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.

**XXI.
HEADINGS**

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

**XXII.
EFFECTIVE DATE**

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

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

**TT HOLDINGS I, INC., D/B/A TRITECH
SOFTWARE SYSTEMS**

Date: _____

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY



Proposal/Sales Quotation

Quotation # **2585KS-02** Quotation Date: **03.07.12**

General & Client Information

Client Name:	City of Plano	Bill to:	
System Description:	Stratus ft6300 w/ Services	City of Plano	
Sales Order #	TBD	1117 E 15th St	
Client Purchase Order #		Plano, TX 75074	
Client Purchase Order Date			
Client Contact:	Earl Atencio	Ship to:	
Contact Phone:	972.941.7341	Same	
Contact Email Address:	earla@plano.gov		
Credit Terms:	Net 30 days from date of invoice		
Client Account Manager:	Ken Schulte		
Project Manager	TBD		

Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
		Stratus ft6300 w/ Services & Support			
1	HW/3rd Pty SW	1-ftServer 6300 Rack mountable,2-way, DMR, 2.93 GHz quad-core processor & Windows Server 2008 R2 Multilingual Enterprise Edition R2, 25 CAL Automated Uptime Layer for Windows-based Class A ftServer Systems, Release 6.1 1-Rapid Disk Resync 1-Active Upgrade for Windows Server 2008 4-4GB DDR3-1333 Dual-rank DIMM 8-Disk Drive Blank for ftServer 6300 2-73GB 2.5-inch 15K SAS disk drive 6-146GB 2.5-inch 15K SAS disk drive 1-ASN Modem for ftServer 2-IEC-C19 to IEC-309 16/20A 15' 1-2.0 meter jumper cord pair 1-Pair of ftServer universal rack 1U Power Distribution Unit (200 240 VAC) (RoHS compliant) 1-Stratus Technologies ftServer Hardware Warranty Agreement 1-Stratus ftServer 6300 Systems: Installation Guide 1-Read Me First: Unpacking ftServer 6300 Systems	60,650.00	\$60,650.00	\$60,650.00
1	HW/3rd Pty SW	ftServer 6300 Standard System Installation (M-F, local business hours, within Stratus service radius.) & Install customer copy of Windows OS	5,500.00	\$5,500.00	\$5,500.00
1	Support HW/3rd Pty	ftserver 6300 24x7 Total Assurance Support	11,500.00	\$11,500.00	\$11,500.00
1	Services	Database Server Rehost Configuration & Testing (Includes installing SQL on the server)	2,800.00	\$2,800.00	\$2,800.00
1	Services	Hot Standby Server Rehost Configuration & Testing (Includes installing SQL on the Hot Standby server)	2,800.00	\$2,800.00	\$2,800.00
2	Services	DBA Services for Replication Re-Install & Configuration (see notes)	750.00	\$1,500.00	\$1,500.00
1	Services	Re-Install of Replistor Software & Configuration	2,500.00	\$2,500.00	\$2,500.00
1	Services	Project Management	3,000.00	\$3,000.00	\$3,000.00
1	Other	Shipping	\$950.00	\$950.00	\$950.00
		Total:			\$ 91,200.00

Project Summary & Totals

	TriTech CAD Software				-
	TriTech Interface Software				-
	TriTech Mobile Software				-
	TriTech RMS Software				-
	TriTech Custom SW				-
	Hardware & 3rd Party Software				66,150.00
	Support Hardware & 3rd Party Software				11,500.00
	Subcontract				-
	TriTech Services				12,600.00
	TriTech Annual Support & Maintenance				-
	Other				950.00
				Subtotal:	\$ 91,200.00
	Estimated Sales Tax (State: _____ at _____%)	Taxable sales:	0.00	Sales tax rate:	5.00%
	Estimated Shipping				\$ -
				Total:	\$ 91,200.00

Project Payment Terms: Net 30 days from date of invoice

	Due on Order				\$ 77,650.00
	Due on Delivery of ftserver				\$ 950.00
	Due on Installation of ftserver				\$ 12,600.00
					\$ -
				Total Payments:	\$ 91,200.00

EXHIBIT A
PAGE 1 OF 2



Proposal/Sales Quotation

Quotation # **2585KS-02** Quotation Date: **03.07.12**

Summary Information & Project Notes

All TriTech services noted in this proposal will occur during normal business hours. If "afterhours" services are required additional costs will apply.
 Client is responsible for providing Hot Standby server hardware including OS & SQL. Plano will be responsible for installing OS on Hot Standby server.
 TriTech will re-install and configure two legs of Replication to accommodate the primary Data Warehouse and the client's second Data Warehouse server.
 Due to budget reasons the rehost of two Data Warehouse servers will be processed on a separate sales order from this project.

Send Purchase Orders to:
 TriTech Software Systems
 Attn: K.Beckwith FAX: 858-799-7015
 salesadmin@tritech.com

Remit Payments to:
 TriTech Software Systems
 PO Box # 671392
 Dallas, TX 75267-1392

Quotation Issued by: Ken Schulte
 Contact info: 720 379 3900

Terms and Conditions

This Quotation is valid for 60 (sixty) days and is subject to the terms of your TriTech System Purchase Agreement. The software licensing provisions of the System Purchase Agreement between TriTech and Client shall govern the additional TriTech software licenses purchased hereunder. Support will be provided in accordance with the Software Support Agreement between TriTech and the Client. The quotation information is proprietary and may not be copied or released other than for the express purpose of selection and purchase/license. Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Additional TriTech software licenses purchased under this Sales Order for Client's existing configuration will be deemed Accepted upon delivery. TriTech software licenses purchased for new TriTech Software modules; or Subsystems (e.g., addition of VisiNet Mobile, or VisiNet Law RMS) will be deemed Accepted upon Go Live.

Acceptance criteria for the TriTech software components will be the following unless otherwise noted in a mutually authorized agreement or Statement of Work:

The software will operate in conformity with the TriTech issued software documentation:

- (i) For VisiNet Command, VisiNet Law RMS, VisiNet Mobile, and VisiNet Browser, documentation will include the User Guide, Admin Guide and applicable release notes;
- (ii) For Standard Interfaces, documentation will be the standard Interface Requirements Document (IRD);
- (iii) For custom applications and modules, the documentation will be the Operational Scenario Document (OSD) unless the requirements are defined in this Sales Order and no OSD will be developed.

There is no Acceptance criteria for services.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the quotation.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice
- No Purchase Order required to invoice

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Accepted for Client

City of Plano				
Client Agency/Entity Name				
Print Name		Title		
Client Authorized Representative				
Signature		Date		
Client Authorized Representative				

EXHIBIT A
 PAGE 2 OF 2



TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
www.tritech.com

May 10th, 2012

Sent via email

City of Plano, TX
P.O. Box 860358
Plano, TX 75086-0358

Attention: Mrs. Susan K. Johnson

Re: Stratus ftServer & annual Support/Maintenance Scope

Dear Mrs. Johnson:

The City has expressed a desire to purchase a Stratus ftServer as an upgrade to the City's TriTech VisiCAD computer aided dispatch system. As you are aware, TriTech is an authorized reseller of Stratus ftServer hardware and Stratus ftServer annual support and maintenance services. TriTech has been providing Stratus' fault tolerant server solutions for our clients' mission critical systems for several years and is certified by Stratus for server configuration and installation.

Based upon the specific configuration used for the VisiCAD Command dispatching system, TriTech and Stratus have developed a unique implementation and maintenance program that is only available for Stratus ftServers and support sole sourced through TriTech. This program commences with the specification of the hardware, continues through the coordination of installation services from the two organizations and culminates with the coordinated support services provided by our respective 24x7 call centers.

As a part of this project Plano will receive Stratus's total assurance services for comprehensive support and maintenance on the Stratus ft6310 server. This support plan features uptime guarantee, vendor collaboration, full operating system support, 24/7 engineer response to a critical call with minutes, around the clock root-cause problem determination and uptime assurance software subscription. If a critical availability problem arises, management escalation brings it to the attention of Stratus executives ensuring that the right resources are at work on the most rapid resolution possible.

Should you have any further questions, please do not hesitate to contact me directly at ken.schulte@tritech.com, or 720.379.3900.

Sincerely,

Ken Schulte
Client Account Manager

EXHIBIT B
PAGE 1 OF 2

Plano Stratus Support

Product Name	Notes	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Annual Stratus Support (will not exceed)		11,500.00	12,075.00	12,679.00	13,313.00	13,979.00	14,678.00

EXHIBIT 8
 PAGE 2 OF 2

Stratus Technologies
ftServer® Products
LIMITED RETURN-TO-FACTORY HARDWARE WARRANTY

This Limited Hardware Warranty (“Warranty”) applies to the Stratus ftServer Products sold with this Warranty Statement only if you are the original purchaser of the Products and purchased them from Stratus or an authorized Stratus distributor or reseller. Stratus warrants that the Hardware Products will be free from defects in material and workmanship and conform to its specifications during the applicable Warranty Period described below.

Hardware Product	Warranty Period (From date of Stratus Shipment)
*ftServer Systems (Hardware Only)	1 Year
Add-on Hardware Components	90 Days
**Pass Through Hardware Products	“AS IS” from Stratus; direct Manufacturer’s warranty if transferable
*processing model and associated components ordered contemporaneously with and factory installed on the processing model	
**third party hardware is provided as a convenience to Customers.	

You must notify Stratus of any claimed defect within the applicable Warranty Period.

You must remove and install parts designated as “Customer Replaceable Units” or “CRUs” under the remote direction of Stratus or its Authorized Service Representative. For a list of CRUs, please refer to the Stratus Website at <http://www.stratus.com/go/support/ftserver/warrantyinfo>.

Removal and installation of parts designated as Field Replaceable Units or “FRUs” by anyone other than Stratus, its authorized service representative, or by you if you have received FRU removal certification from Stratus, will void this Warranty. For a listing of FRUs, please refer to the Stratus Web Site at <http://www.stratus.com/go/services/ipb>. FRU removal and installation services are available from Stratus at its then current rates. FRU removal and installation certification training is available from Stratus in accordance with its then current rates and policies. Stratus will replace defective FRUs on-site, on a schedule basis, during local business hours.

Unless otherwise stated, and to the extent permitted by local law, new Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. Hardware Products may be repaired or replaced (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued.

Stratus reserves the right, at its option, to fulfill the Warranty obligations hereunder either directly or through its designee. All parts that are replaced under this Warranty become the property of Stratus, and any replacement part returned to you takes on the Warranty status of the replaced part.

Returned parts and Products may be inspected and tested and, if it is determined that the returned part or Product is not defective, you may be charged a restocking fee and billed for any freight charges.

This Warranty does not apply to any part the serial number of which has been altered or removed or any part that has been damaged or rendered defective as a result of: (1) its use with equipment or software not furnished by Stratus, or (2) the use of parts not manufactured or sold by Stratus or its authorized representatives, or (3) modification or alteration without Stratus’ prior written approval, or (4) accident, neglect, misuse, abuse or other external cause, or (5) exposure to conditions outside the range of environmental, power and operating specifications stated in the user documentation that shipped with the Product.

Warranty Support

You must first contact Stratus, or the party from which you purchased your Stratus Product if other than Stratus, for return instructions prior to returning any defective part. You may also obtain return instructions or other Warranty information by contacting your local Stratus sales office, the Stratus Web site at <http://www.stratus.com/go/support/ftserver/warrantyreplace> or your local authorized Stratus service representative. Returned parts may be refused if you do not first obtain return instructions or if you fail to follow the return instructions provided to you. You are responsible for all shipping charges for returned parts. Stratus’ sole obligation and your exclusive remedy under this Warranty will be, at Stratus’ option, to repair or replace any parts

that are defective and returned by you within the applicable Warranty Period to the location designated by Stratus or the authorized Stratus distributor or reseller from which you purchased the Product. Stratus will use commercially reasonable efforts to ship a repaired or replacement part to you as soon as practicable. These are your exclusive remedies for defective Products.

STRATUS IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. STRATUS IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY STRATUS WHEN THE PRODUCT IS MANUFACTURED.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information.

Warranty Disclaimer And Limitation of Liability:

Except as expressly set forth in this Warranty, neither Stratus, its affiliates, subsidiaries nor its or their suppliers make any other warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Stratus, its affiliates, subsidiaries and its and their suppliers expressly disclaim all warranties not stated in this Warranty Statement. Any implied warranties that may be imposed by law are limited to the terms of this Warranty Statement.

Except for damages or losses related to death or bodily injury, in no event will Stratus, its affiliates, subsidiaries or its or their suppliers, be liable for any special, indirect, punitive, incidental or consequential damages or losses (including without limitation loss of use, data, profit, savings or business), whatever the basis of the claim or action (such as breach of warranty, condition, contract, infringement and tort, including strict liability and negligence, or other legal theory) even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. To the maximum extent permitted by law, the liability of Stratus, its affiliates, subsidiaries and its and their suppliers for damages or losses for any cause whatsoever, and regardless of the basis of the claim or action will be limited to the amount you actually paid for the specific Product that caused the damages or losses.

IMPORTANT NOTICE: Some states/jurisdictions do not allow the exclusion or limitation of implied warranties or the exclusion or limitation of special, indirect, punitive, incidental or consequential damages. Consequently, such exclusions or limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state/jurisdiction to state/jurisdiction.

Pass-through Hardware Products:

Pass-through Hardware Products are provided "AS IS" but may be subject to warranties provided directly to you by their respective non-Stratus manufacturers or suppliers. For more information, contact your local Stratus sales office, the Stratus Web site at <http://www.stratus.com/go/support/ftserver/warrantyinfo> or your local authorized Stratus service representative.

Import and Export:

You acknowledge that the Products contain components, software and of technology that are of U.S. origin and are subject to U.S. Export Administration, international and national import and export control laws and regulations, including end-user, end-use and destination restrictions issued by the U.S. and other governments ("Import and Export Controls"). You agree that you shall not export, import, directly or indirectly, re-export, divert, or transfer the Product or any materials, items or technology relating to Stratus' or its licensors' business or related technical data or any direct product thereof to any destination, company or person or for any end use that is restricted or prohibited by the Import and Export Controls.

Governing Law:

This Warranty is governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the United States of America, excluding the conflicts of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to this Warranty or the Products.

INSURANCE REQUIREMENTS

1.0 General Provisions

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

2.0 Minimum Insurance Coverage & Limits

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

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

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

- 2.1.3.1 \$1,000,000 Per Occurrence
- 2.1.3.2 \$1,000,000 Personal/Advertising Injury
- 2.1.3.3 \$2,000,000 General Aggregate
- 2.1.3.4 \$2,000,000 Products/Completed Operations Aggregate

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

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

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

2.2.3 Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

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

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

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

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

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

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

3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1 List each insurers' NAIC Number or FEIN

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

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

3.5.4 Specifically list reference to all endorsements required herein

- 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
- 3.5.7 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2012 14:16

PRODUCER Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Drive, Suite 500 San Diego, CA 92122 858-457-3414	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED TT Holdings I, Inc. Et Al (See Attached) 9860 Mesa Rim Road San Diego, CA 92121	INSURER A: OneBeacon America Insurance Company	20621
	INSURER B: United National Insurance Company	13064
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBL0751953	5/1/2011	5/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	711012532	5/1/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	406037181	5/1/2011	5/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

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

*10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.
Bid No. 2012-182-B

General Liability coverage is primary and non-contributory.

CERTIFICATE HOLDER

City of Plano - Purchasing Division

Attn: Sharron Mason - Sr. Buyer

P.O. Box 860358

Plano, TX 75086-0358

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jennifer Myers

ACORD 25 (2009/01) Client # 45335

Mst # 18375

Cert # 439783

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Subject:

The ACORD name and logo are registered marks of ACORD

EXHIBIT DPAGE 5 OF 9

Attachment Page

Named Insured Schedule

-
- TriTech Holdings, Inc., A Delaware Corporation
- TriTech Software Systems, a California Corporation
- Information Management Corporation
- Ortivus, Inc.
- TriTech Emergency Medical Systems Canada ULC
- TriTech Emergency Medical Systems, Inc.
- TriTech Delaware, LLC
- Vision Enterprises, Inc.
- VisionAIR, Inc.
- Vision Acquisition, Inc.

IMPORTANT

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

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

DISCLAIMER

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

EXHIBIT D
PAGE 7 OF 9

INSURED: TT Holdings I, Inc.

POLICY #: CBL0751953

COMPANY: United National Insurance Company

POLICY PERIOD: 5/1/2011

TO 5/1/2012

EFFECTIVE DATE: 05/01/2011

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

INSURED: TT Holdings I, Inc.

COMPANY: OneBeacon America Insurance Company

POLICY PERIOD: 5/1/2011

TO 5/1/2012

POLICY #: 406037181

EFFECTIVE DATE: 05/01/2011

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. **BLANKET**

2. Operations:

3. Premium
The premium charge for this endorsement shall be 0.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Countersigned By _____

EXHIBIT D
PAGE 9 OF 9



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	5/29/12
Department:	Technology Services
Department Head	David Stephens
Agenda Coordinator (include phone #): Amy Powell X7342	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a TriTech Software Support Renewal Agreement for a period of three (3) years by and between the City of Plano and TriTech Software Systems, a sole source provider, to provide support and maintenance of the software system, in an amount of Two Hundred Twenty Nine Thousand Three Hundred Forty Eight and 96/100 Dollars (\$229,348.96) for year one (1); in an amount of Two Hundred Forty Thousand Seven Hundred Fifty Seven and 11/100 (\$240,757.11) for year two (2); and in an amount of Two Hundred Fifty Two Thousand Seven Hundred Thirty Five and 66/100 (\$252,735.66) for year three (3); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2011-12; 2012-13; 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	753,633	493,493	1,247,126
Encumbered/Expended Amount	0	-174,450	0	-174,450
This Item	0	-229,349	-493,493	-722,842
BALANCE	0	349,834	0	349,834

FUND(s): TECHNOLOGY SERVICES FUND

COMMENTS: This item approves a three-year contract. Expenditures will be made in Public Safety Support within the approved budget appropriations for each year of the contract. The amount to be spent in FY 2011-12 for this contract is \$229,349. The future amount is \$493,493, (\$240,757 in 2012-13 and \$252,736 in 2013-14). The remaining balance will be used throughout the year for other Public Safety Support maintenance agreements.

STRATEGIC PLAN GOAL: Maintenance agreements for Public Safety applications relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Technology Services recommends Council approve this Resolution for TriTech Software Systems, Inc., in the amount of \$229,348.96 for year one of this agreement, \$240,757.11 for year two, and \$252,735.66 for year three, subject to availability and appropriation of funds, for VisiCAD License and Software Maintenance and Support. Maintenance and support for the VisiCAD Software Products is only available from one source, TriTech Software Systems Inc., and therefore is exempt from competitive bid as provided for in Section 252.022(a) (7) of the Texas Local Government Code.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

Memorandum

Date: April 26, 2012

To: David Stephens, Director of Technology Services

From: Danny Housewright, Systems and Programming Manager

Subject: Computer Aided Dispatch Software Support Agreement
Renewal

The City of Plano uses Computer Aided Dispatch software applications from TriTech Software Systems for the very critical service of dispatching calls for service for the Police and Fire Departments. TriTech Software Systems is the developer of the Computer Aided Dispatch software and is the sole source for upgrades and on-going support for the software. Therefore, I recommend that approval of an expenditure of \$229,348.96 for the renewal of the annual Software Support Agreement with TriTech Software Systems.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a TriTech Software Support Renewal Agreement for a period of three (3) years by and between the City of Plano and TriTech Software Systems, a sole source provider, to provide support and maintenance of the software system, in an amount of Two Hundred Twenty Nine Thousand Three Hundred Forty Eight and 96/100 Dollars (\$229,348.96) for year one (1); in an amount of Two Hundred Forty Thousand Seven Hundred Fifty Seven and 11/100 (\$240,757.11) for year two (2); and in an amount of Two Hundred Fifty Two Thousand Seven Hundred Thirty Five and 66/100 (\$252,735.66) for year three (3); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Technology Services Department of the City of Plano utilizes the software systems supported and maintained by TriTech Software Systems; and

WHEREAS, TriTech Software Systems is the sole source provider of the support and maintenance of the software systems utilized by the Technology Services Department; and

WHEREAS, the City Council has been presented a proposed Renewal of Software Support Agreement between the City of Plano and TriTech Software Systems for the support and maintenance of the software system, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

Section I. The City Council hereby finds and determines that TriTech Software Systems is the sole source provider for the support and maintenance of the software system and, thus, the support and maintenance of the software system is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

Section II. The City Council hereby approved the three (3) year Agreement to renew the support and maintenance of the software system, in an amount of Two Hundred Twenty Nine Thousand Three Hundred Forty Eight and 96/100 Dollars (\$229,348.96) for year one (1); in an amount of Two Hundred Forty Thousand Seven Hundred Fifty Seven and 11/100 (\$240,757.11) for year two (2); and in an amount of Two Hundred Fifty Two Thousand Seven Hundred Thirty Five and 66/100 (\$252,735.66) for year three (3).

Section III. 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, according to the terms and conditions set forth in the Agreement.

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

DULY PASSED AND APPROVED this 29th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"



April 5, 2012

City of Plano
Attn Earl Atencio
1117 E. 15th St.
Plano, TX. 75074

Renewal of Software Support Agreement

This letter is an important notice to renew your Software Support Agreement for your TriTech System, which is due to expire on May 31, 2012. The renewal of the Software Support Agreement will allow you to continue to take advantage of the software support and maintenance services provided by TriTech Software Systems and allow you to receive upgrades to your TriTech System.

Please complete and sign this Support Renewal Agreement and return it to TriTech along with your payment to assure uninterrupted software support and maintenance services coverage. Action on this Support Renewal Agreement is time sensitive; services to support your system will not be provided if you have not paid your Support Renewal Fee by the Expiration date of your Software Support Agreement.

TriTech Support Services Renewal Agreement Amendment

Client agrees to renew its Software Support Agreement, the terms of which are incorporated by reference herein as though set forth in full, and according to the terms and conditions included herein. Except as modified herein, all other terms and conditions of the Software Support Agreement shall remain in full force and effect. With respect to the content herein, in the event of any conflict between this Software Support Renewal Agreement Amendment and the Software Support Agreement, the terms of this Software Support Renewal Agreement Amendment shall control. This Support Renewal Agreement Amendment and applicable support fees must be signed, paid and returned by June 1, 2012 to avoid any interruptions in the software support and maintenance services provided by TriTech. Payment of \$229,348.96 for this period is due by June 1, 2012. Subsequent Years will be invoiced 60 days prior to the expiration date.

Consumer Price Index Adjustment

For support renewals that go into effect within calendar year 2012-2015, the support renewal fee has been increased by the consumer price index (CPI) rate of 2.9% for 2012 and 5% per year for 2013 and 2014.

Note: Escrow, ESRI and TeleAtlas Fees are calculated separately and added to your annual support fee.

Payment

For your convenience, we have enclosed an invoice for the full amount of the TriTech Support Services Renewal Fees covering period beginning June 1, 2012-May 31, 2013. If you have any questions, please contact Diana Sliwicki or your Client Account Manager at 858-799-7000.

The Support Renewal Agreement for TriTech Support Services is based upon the following TriTech Software licenses:

Plano							
Product Name	Note	# of Licenses	Cost per License	Total License Cost	Support Term 6/1/12-5/31/13	Support Term 6/1/13-5/31/14	Support Term 6/1/14-5/31/15
VisiCAD Command (Multi-Agency) Database Server License		1	30,000.00	30,000.00	6,972.13	7,320.74	7,686.77
VisiCAD Command (Multi-Agency) Full-User License		19	11,368.42	216,000.00	50,199.34	52,709.30	55,344.77
VisiCAD Web View Server License		1	2,500.00	2,500.00	581.01	610.06	640.56
VisiCAD Web View 100-User License Pack (Concurrent)		1	100,000.00	100,000.00	23,240.43	24,402.46	25,622.58
VisiCAD BOLO License		1	15,000.00	15,000.00	3,486.07	3,660.37	3,843.39
VisiCAD Router License		1	15,000.00	15,000.00	3,486.07	3,660.37	3,843.39
VisiCAD Divert		1	7,500.00	7,500.00	1,743.03	1,830.18	1,921.69
VisiCAD Playback		1	7,500.00	7,500.00	1,743.03	1,830.18	1,921.69
VisiCAD Multi Agency		1	10,000.00	10,000.00	2,324.04	2,440.25	2,562.26
VisiCAD R-Check		1	5,000.00	5,000.00	1,162.02	1,220.12	1,281.13
VisiCAD TDD		1	5,000.00	5,000.00	1,162.02	1,220.12	1,281.13
VisiCAD Protocol		1	5,000.00	5,000.00	1,162.02	1,220.12	1,281.13
VisiCAD Archive Data Purging and SQL Replication		1	25,000.00	25,000.00	5,810.11	6,100.61	6,405.64
VisiCAD Training/Test Server		1	10,000.00	10,000.00	2,324.04	2,440.25	2,562.26
VisiCAD Voyager Proxy Message Switch Server		1	50,000.00	50,000.00	11,620.22	12,201.23	12,811.29
Voyager Proxy		1	7,500.00	7,500.00	1,743.03	1,830.18	1,921.69
RMS Connection VisiCAD Voyager Proxy		1	10,000.00	10,000.00	2,324.04	2,440.25	2,562.26
CSI Court System Connection VisiCAD Voyager Proxy		1	15,000.00	15,000.00	3,486.07	3,660.37	3,843.39
ANI/ALI Simulation Application		1	2,500.00	2,500.00	581.01	610.06	640.56
Response Area Link		1	2,500.00	2,500.00	581.01	610.06	640.56
OOS Status Queue		1	2,000.00	2,000.00	464.81	488.05	512.45
VisiCAD Command Modification - Help Library Module		1	12,000.00	12,000.00	2,788.85	2,928.29	3,074.71
Standard Alpha-Numeric Paging Interface License		1	9,000.00	9,000.00	2,091.64	2,196.22	2,306.03
Standard E-9-1-1 With TDD Interface License		1	20,000.00	20,000.00	4,648.09	4,880.49	5,124.52
Sun Pro Integration Module License		1	40,000.00	40,000.00	9,296.17	9,760.98	10,249.03
MASI RMS One-Way Closed-Record Download License		1	25,000.00	25,000.00	5,810.11	6,100.61	6,405.64
Safety PAD EMS VisiCAD -Record Download License		1	25,000.00	25,000.00	5,810.11	6,100.61	6,405.64
Trimble Automatic Vehicle Location Interface License		1	30,000.00	30,000.00	6,972.13	7,320.74	7,686.77
Mobile Computer Terminal Interface License (MWS20/Laptop)		1	85,000.00	85,000.00	19,754.37	20,742.09	21,779.19
Justice Message Switch Interface License		1	25,000.00	25,000.00	5,810.11	6,100.61	6,405.64
Net Clock Configuration		1	500.00	500.00	116.20	122.01	128.11
Pro Q/A Integration Module License		5	450.00	2,250.00	522.91	549.06	576.51
Location CAD Voice Dispatch Interface		1	10,000.00	10,000.00	2,324.04	2,440.25	2,562.26
ICAD Alarm System Integration w/VisiCAD Premise		1	50,000.00	50,000.00	11,620.22	12,201.23	12,811.29
Deccan Box Area Build to VisiCAD Response Area Interface (ESRI)		1	50,000.00	50,000.00	11,620.22	12,201.23	12,811.29
GISLink / VisiCAD Map Import		2	25,000	25,000.00	5,810.11	6,100.61	6,405.64
Snapshot Module (included)		1		0.00	0.00	0.00	0.00
GIS Event Playback Module (included)		1		0.00	0.00	0.00	0.00
VisiNet AVL Replacement Server License	[a]	1	15,000.00	15,000.00	0.00	0.00	0.00
VisiNet AVL Replacement Interface Server License	[a]	1	25,000.00	25,000.00	0.00	0.00	0.00
Full User Dispatcher/Call Taker License		3	10,000.00	30,000.00	6,972.13	7,320.74	7,686.77
Total License Renewal Fee:					228,162.96	239,571.11	251,549.66
ESRI Fees:					336.00	336.00	336.00
Escrow Fee:					850.00	850.00	850.00
Total Adjusted License Renewal Fee:					229,348.96	240,757.11	252,735.66
NOTES:							
ESRI Fees 19 User Licenses and 2 GISLink @ 16.00 each							
Client no longer using TeleAtlas maps							
[a] Cal Amp paid 6 years support 10/1/11-9/30/17							

ACCEPTED AND AGREED:

TRITECH SOFTWARE SYSTEMS

Signature



Blake Clark
CFO

Printed Name

Title

Date

Plano

3 year Quote per client request.

Product Name	# of Licenses	Cost per License	Total License Cost	Support Term 6/1/12-5/31/15	Support Term 6/31/14	Support Term 6/1/14-5/31/15
VisiCAD Command (Multi-Agency) Database Server License	1	30,000.00	30,000.00	6,972.13	7,320.74	7,686.77
VisiCAD Command (Multi-Agency) Full-User License	19	11,568.42	216,000.00	50,199.34	52,709.30	55,344.77
VisiCAD Web View Server License	1	2,500.00	2,500.00	581.01	610.06	640.56
VisiCAD Web View 100-User License Pack (Concurrent)	1	100,000.00	100,000.00	23,240.43	24,402.46	25,622.58
VisiCAD BOLO License	1	15,000.00	15,000.00	3,486.07	3,660.37	3,843.39
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VisiCAD Archive Data Purging and SQL Replication	1	10,000.00	10,000.00	2,324.04	2,440.25	2,562.26
VisiCAD Training/Test Server	1	80,000.00	80,000.00	11,620.22	12,201.23	12,811.29
VisiCAD Voyager Proxy Message Switch Server	1	7,500.00	7,500.00	1,743.03	1,830.18	1,921.69
RMS Connection VisiCAD Voyager Proxy	1	15,000.00	15,000.00	3,486.07	3,660.37	3,843.39
CSI Court System Connection VisiCAD Voyager Proxy	1	2,500.00	2,500.00	581.01	610.06	640.56
AN/ALI Simulation Application	1	2,500.00	2,500.00	581.01	610.06	640.56
Response Area Link	1	2,000.00	2,000.00	464.81	488.45	512.45
OCS Status Queue	1	12,000.00	12,000.00	2,788.85	2,928.29	3,074.71
VisiCAD Command Modification - Help Library Module	1	9,000.00	9,000.00	2,091.64	2,196.22	2,306.03
Standard Alpha-Numeric Paging Interface License	1	20,000.00	20,000.00	4,648.09	4,880.49	5,124.32
Standard E-9-1-1 With TDD Interface License	1	40,000.00	40,000.00	9,296.17	9,760.98	10,249.03
San Pro Integration Module License	1	25,000.00	25,000.00	5,810.11	6,100.61	6,405.64
MA SI RMS One-Way Closed-Record Download License	1	25,000.00	25,000.00	5,810.11	6,100.61	6,405.64
Safety PAD EMS VisiCAD-Record Download License	1	30,000.00	30,000.00	6,972.13	7,320.74	7,686.77
Trimble Automatic Vehicle Location Interface License	1	85,000.00	85,000.00	19,754.37	20,742.09	21,779.19
Mobile Computer Terminal Interface License (MW520/Laptop)	1	25,000.00	25,000.00	5,810.11	6,100.61	6,405.64
Justice Message Switch Interface License	1	500.00	500.00	116.20	122.01	128.11
Net Clock Configuration	1	450.00	450.00	103.59	108.40	113.21
Pro QA Integration Module License	5	10,000.00	50,000.00	2,324.04	2,440.25	2,562.26
Location CAD Voice Dispatch Interface	1	50,000.00	50,000.00	11,620.22	12,201.23	12,811.29
ICAD Alarm System Integration w/VisiCAD Premise	1	50,000.00	50,000.00	11,620.22	12,201.23	12,811.29
Deccan Box Area Build to VisiCAD Response Area Y face (ESRU)	2	25,000.00	50,000.00	5,810.11	6,100.61	6,405.64
Snapshot Module (included)	1	0.00	0.00	0.00	0.00	0.00
GIS Event Playback Module (included)	1	0.00	0.00	0.00	0.00	0.00
VisiNet AVL Replacement Server License	1	15,000.00	15,000.00	0.00	0.00	0.00
VisiNet AVL Replacement Interface Server License	1	25,000.00	25,000.00	0.00	0.00	0.00
Full User Dispatcher/Call Taker License	3	10,000.00	30,000.00	6,972.13	7,320.74	7,686.77
Total License Renewal Fees:			228,162.96		239,571.11	251,549.66
ESRU Fees			336.00		336.00	336.00
Escrow Fee:			850.00		850.00	850.00
Total Adjusted License Renewal Fees:			229,348.96		240,757.11	252,735.66

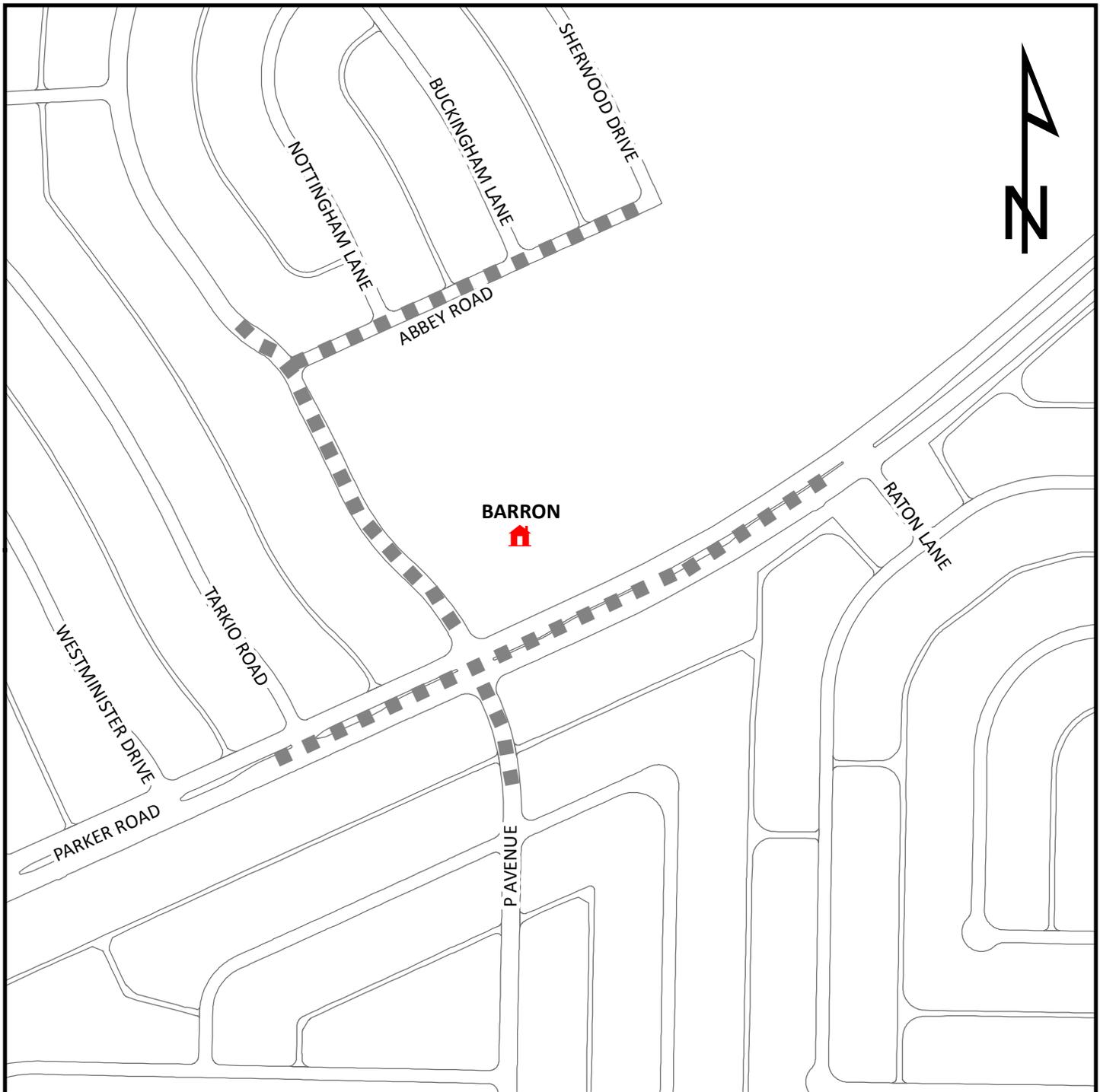
NOTES:
 ESRU Fees 19 User Licenses and 2 GISLink @ 16.00 each
 Client no longer using TeleAtlas maps
 [a] Call Amp paid 6 years support 10/1/11-9/30/17



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/29/2012		
Department:	Public Works			
Department Head	Gerald Cosgrove			
Agenda Coordinator (include phone #): Linda Sweeney X-7157				
CAPTION				
An Ordinance of the City of Plano, Texas amending Section 12-73.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; 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.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-2012	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	442,364	0
Encumbered/Expended Amount		0	-230,154	0
This Item		0	-13,000	0
BALANCE		0	199,210	0
FUND(S): GENERAL FUND				
<p>COMMENTS: Approval of this item will require expenditures to be made in the Signs & Markings Cost Center for modifying traffic signs in school zones where summer school sessions will be held. In all, 193 signs in school zones must be fabricated and installed, at an estimated total cost of \$13,000, in order to notify motorists when the school zone is in effect.</p> <p>STRATEGIC PLAN GOAL: Maintaining School Zones during summer school sessions relates to the City's Goal of Safe Large City.</p>				
SUMMARY OF ITEM				
<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, 2012. 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 2012 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 193 signs to be approximately \$13,000, which will have to be absorbed in their budget.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Maps			N/A	

BARRON ELEMENTARY SCHOOL



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

ABBAY ROAD, P AVENUE, PARKER ROAD

PROPOSED TIMES & DATES:

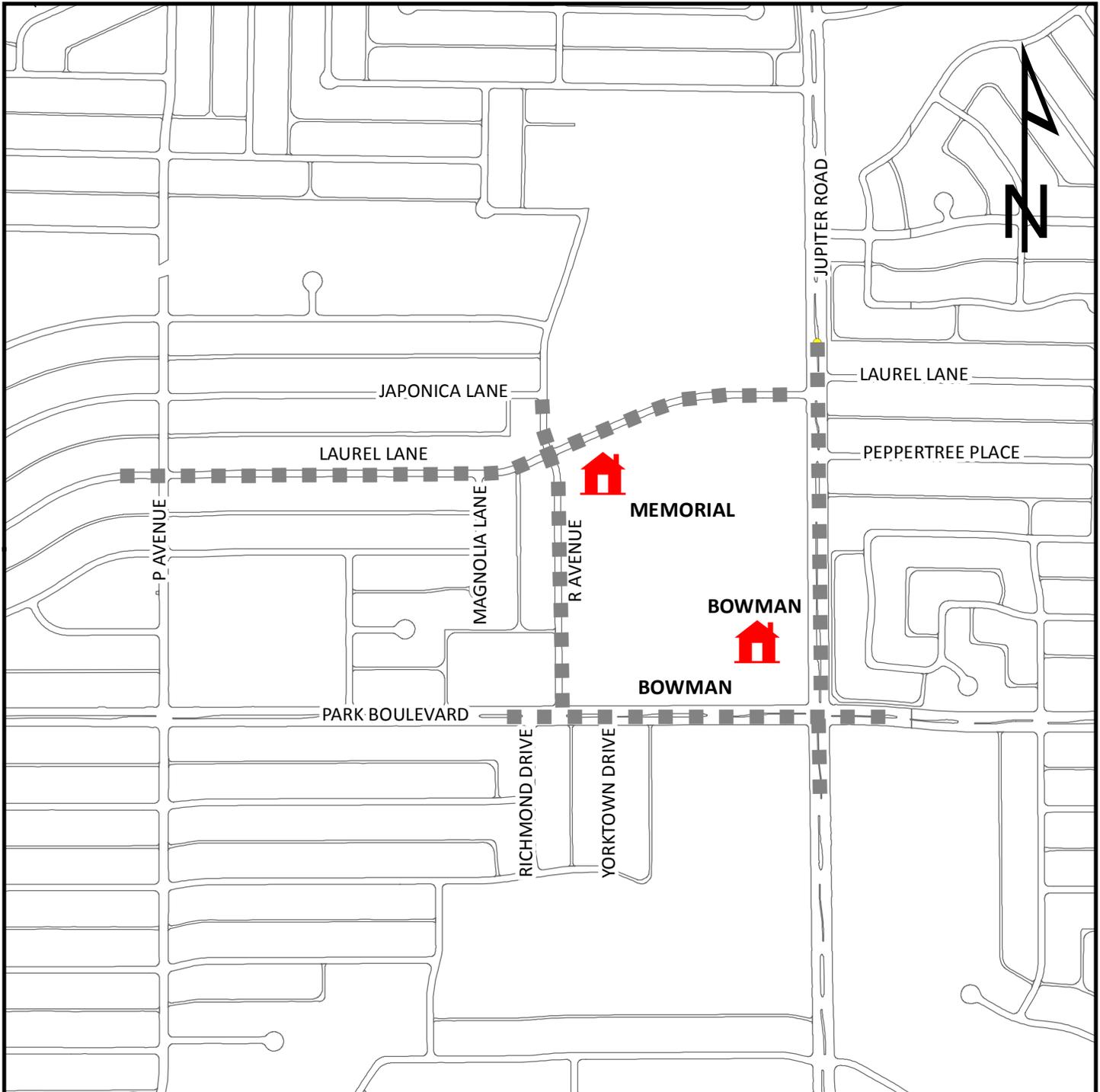
7:15 AM - 8:00 AM/ 9:00 AM - 9:45 AM/ 11:30 AM - 1:00 PM

WEDNESDAY, JUNE 6 TO TUESDAY, JULY 3



Transportation Engineering Division

BOWMAN MIDDLE SCHOOL



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

JUPITER ROAD, LAUREL LANE, PARK BOULEVARD, R AVENUE

PROPOSED TIMES & DATES:

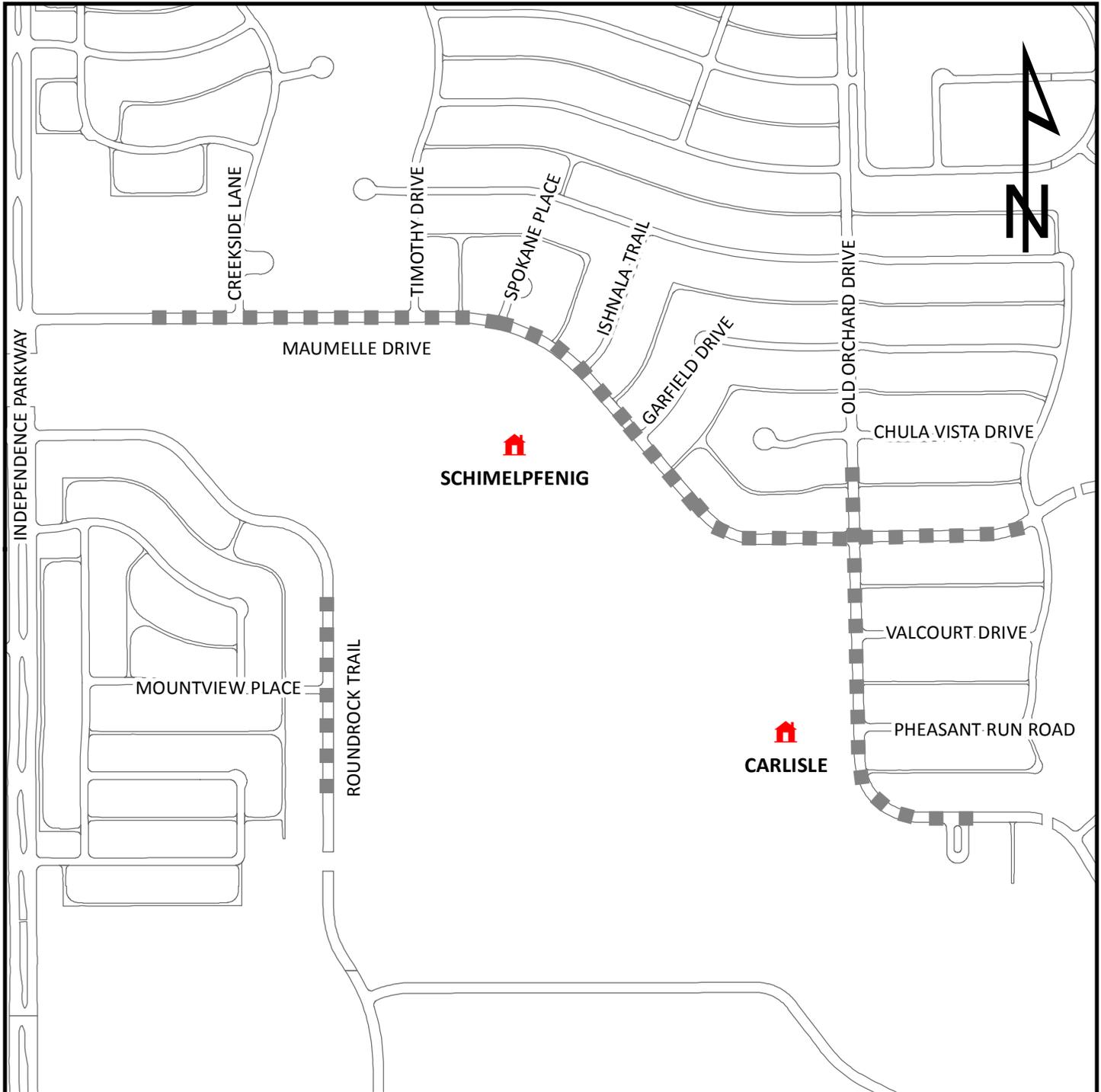
8:15 AM - 9:00 AM/ 12:30 PM - 1:15 PM

WEDNESDAY, JUNE 6 TO THURSDAY, JULY 12



Transportation Engineering Division

CARLISLE ELEMENTARY & SCHIMELPFENIG MIDDLE SCHOOLS



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

MAUMELLE DRIVE, OLD ORCHARD DRIVE, ROUNDROCK TRAIL

PROPOSED TIMES & DATES:

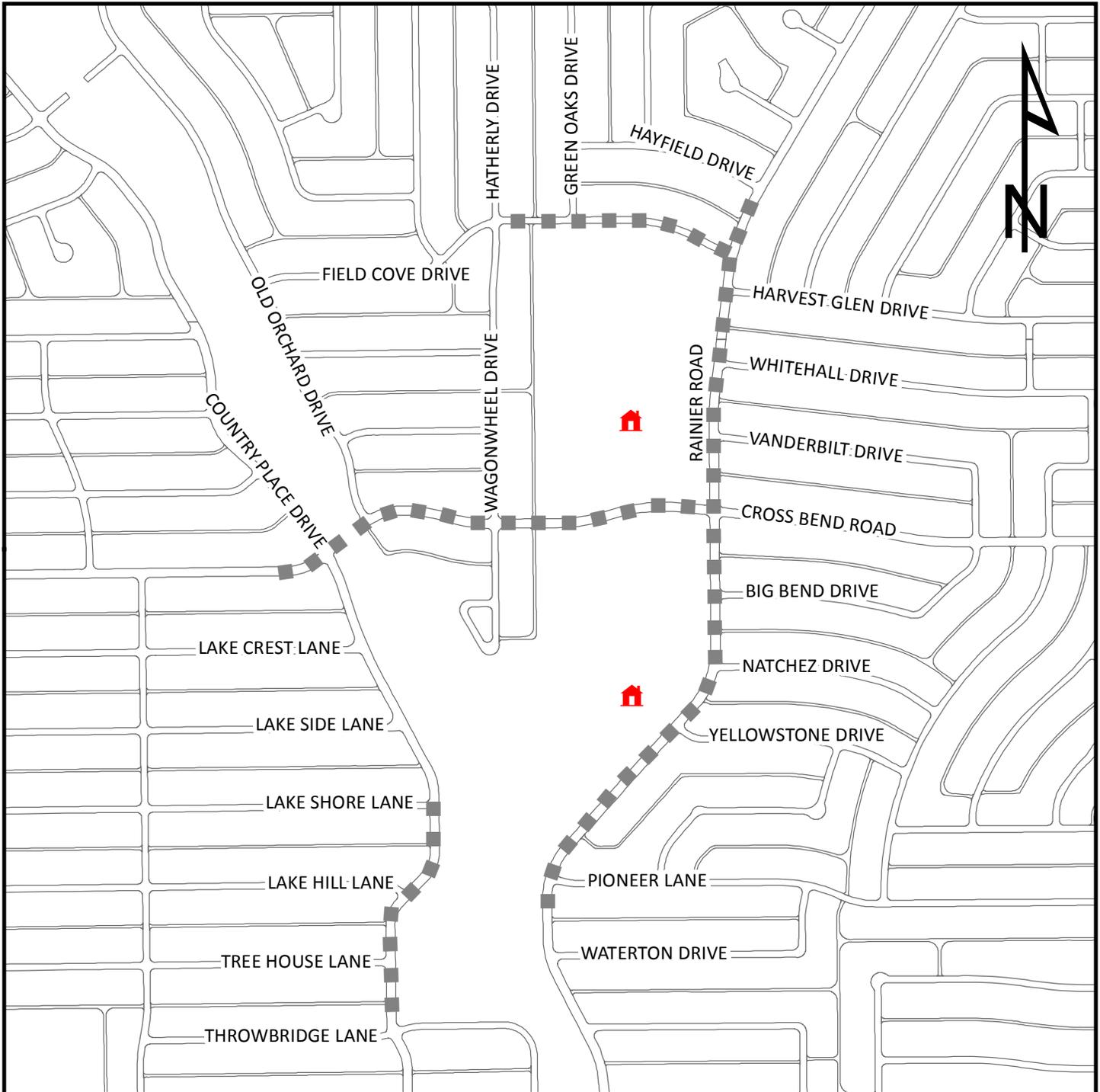
8:00 AM - 8:45 AM/ 12:15 PM - 1:00 PM

WEDNESDAY, JUNE 6 TO TUESDAY, JULY 3



Transportation Engineering Division

CHRISTIE ELEMENTARY & CARPENTER MIDDLE SCHOOLS



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

COUNTRY PLACE DRIVE, CROSS BEND ROAD, FIELD COVE DRIVE, RAINIER ROAD

PROPOSED TIMES & DATES:

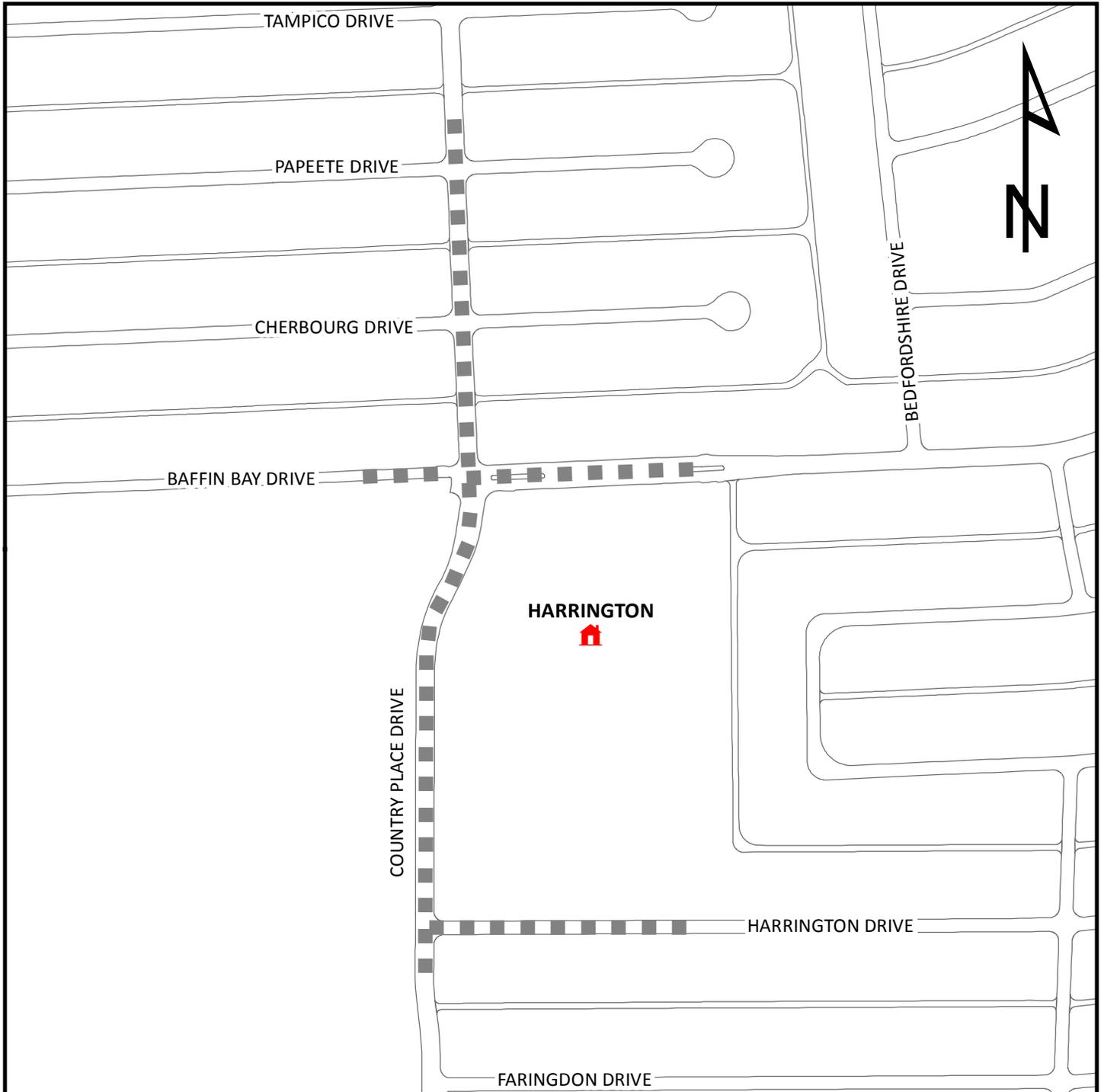
8:00 AM - 8:45 AM/ 12:15 PM - 1:00 PM

WEDNESDAY, JUNE 6 TO TUESDAY, JULY 3



Transportation Engineering Division

HARRINGTON ELEMENTARY SCHOOL



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

BAFFIN BAY DRIVE, COUNTRY PLACE DRIVE, HARRINGTON DRIVE

PROPOSED TIMES & DATES:

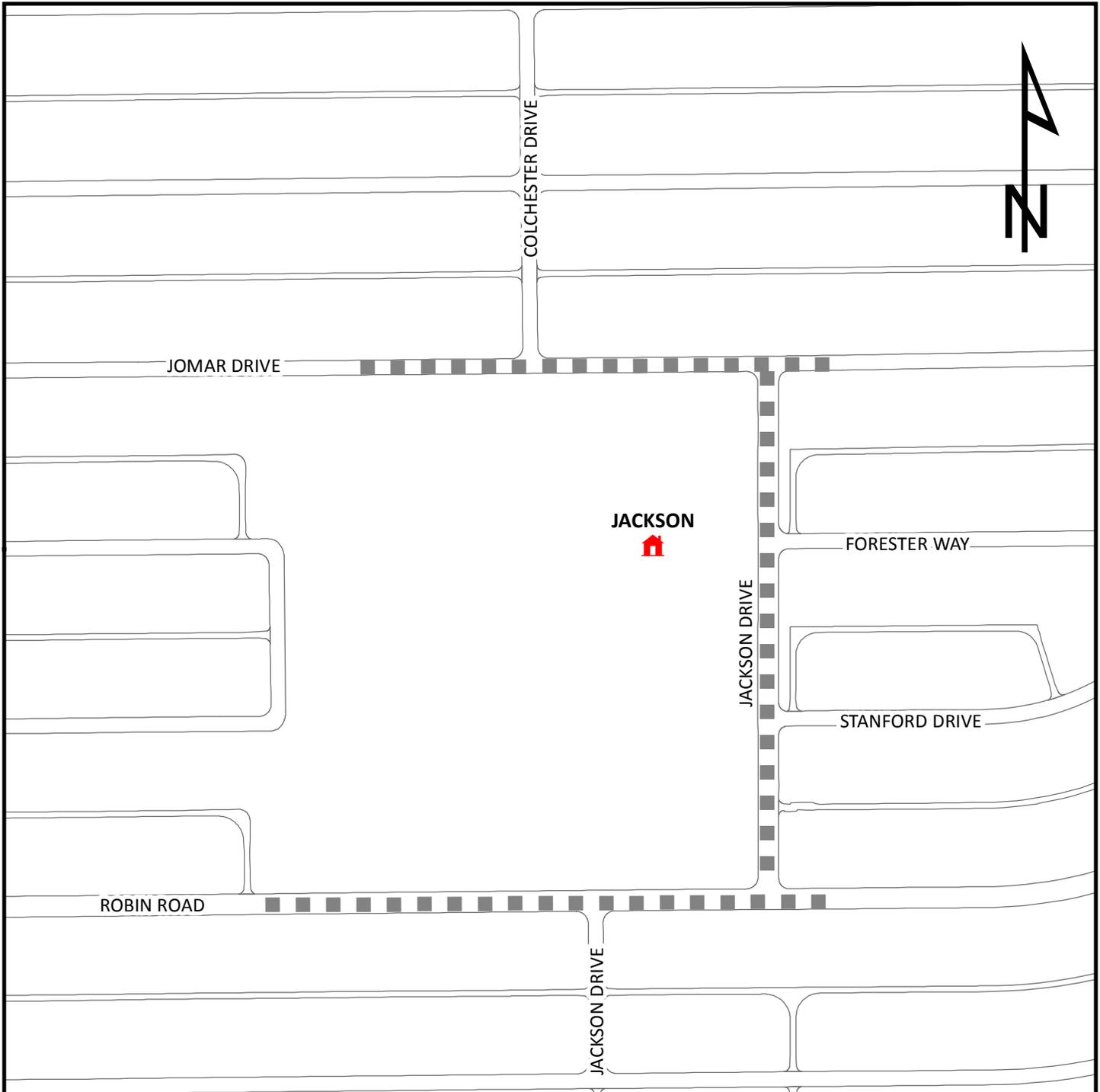
8:00 AM - 8:45 AM/ 2:55 PM - 3:40 PM

MONDAY, JUNE 11 TO THURSDAY, JULY 12



Transportation Engineering Division

JACKSON ELEMENTARY SCHOOL



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

JACKSON DRIVE, JOMAR DRIVE, ROBIN ROAD

PROPOSED TIMES & DATES:

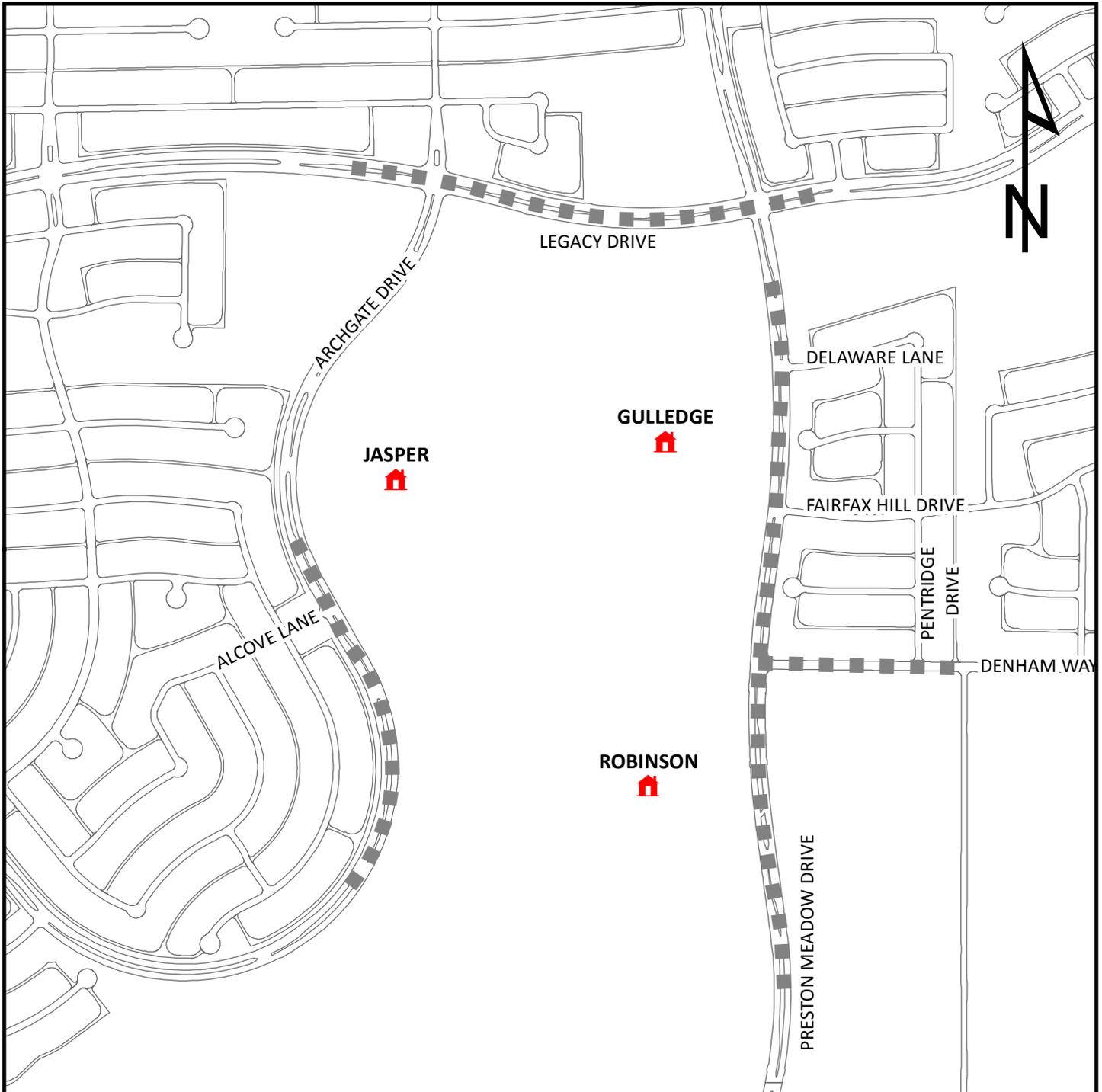
7:15 AM - 8:00 AM/ 9:00 AM - 9:45 AM/ 11:30 AM - 1:00 PM

WEDNESDAY, JUNE 6 TO TUESDAY, JULY 3



Transportation Engineering Division

ROBINSON MIDDLE SCHOOL



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

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

PROPOSED TIMES & DATES:

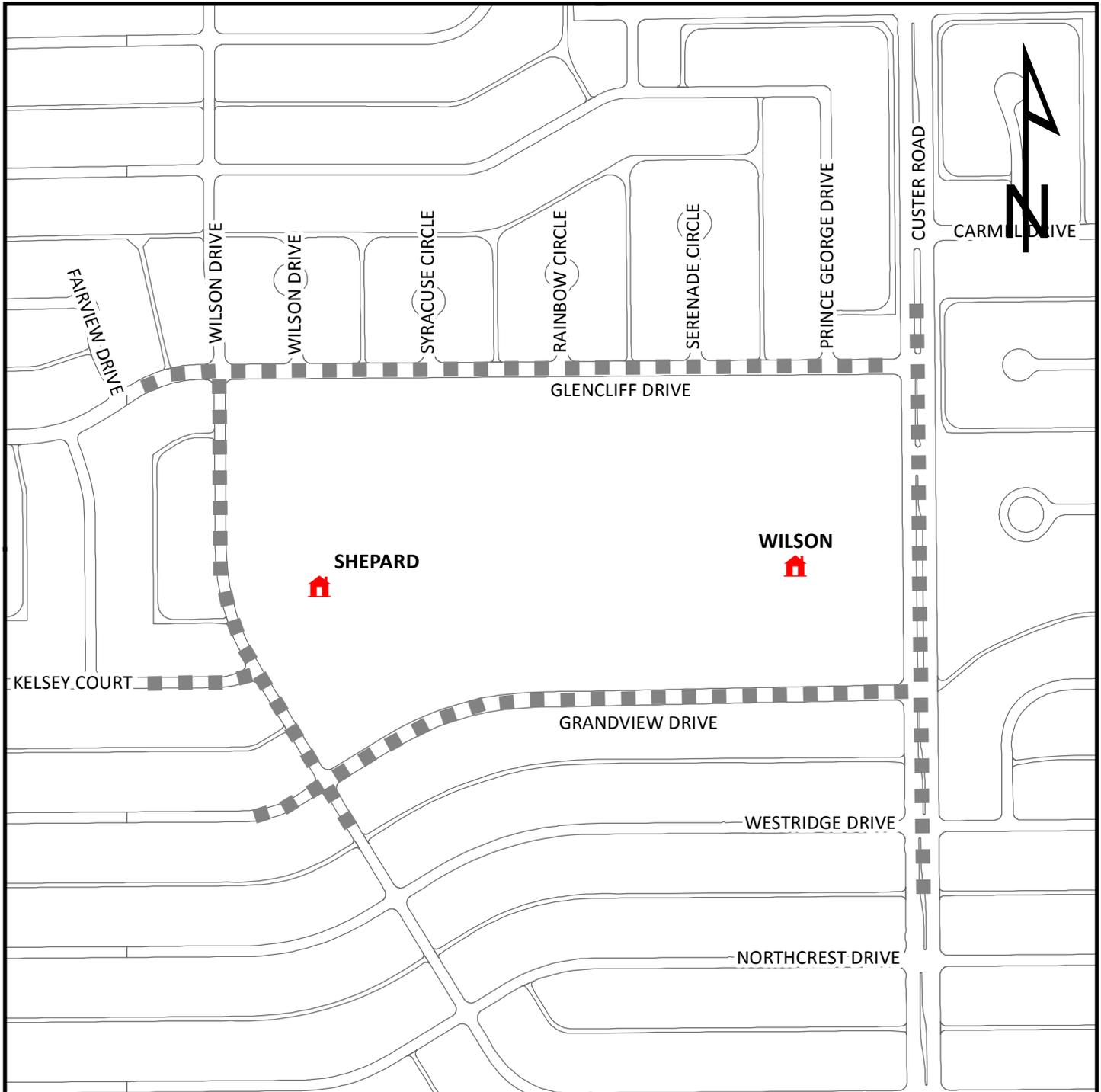
7:15 AM - 8:00 AM/ 11:30 AM - 12:15 PM

WEDNESDAY, JUNE 6 TO TUESDAY, JULY 3



Transportation Engineering Division

SHEPARD ELEMENTARY & WILSON MIDDLE SCHOOLS



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

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

PROPOSED TIMES & DATES:

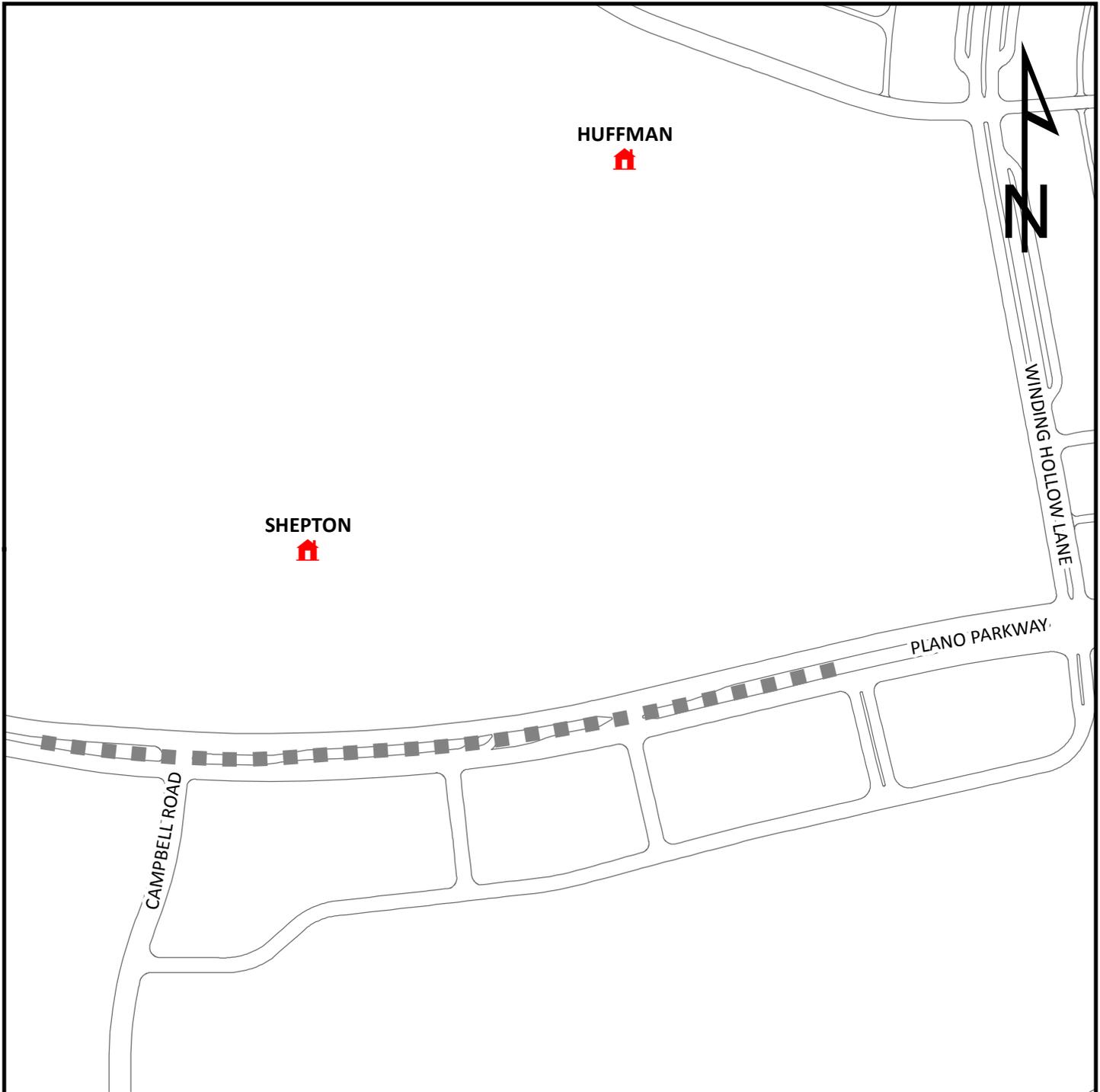
7:15 AM - 8:15 AM/ 11:30 AM - 1:30 PM

WEDNESDAY, JUNE 6 TO THURSDAY, JULY 26



Transportation Engineering Division

SHEPTON HIGH SCHOOL



MAY 2012

PROPOSED SUMMER SCHOOL ZONE:

PLANO PARKWAY

PROPOSED TIMES & DATES:

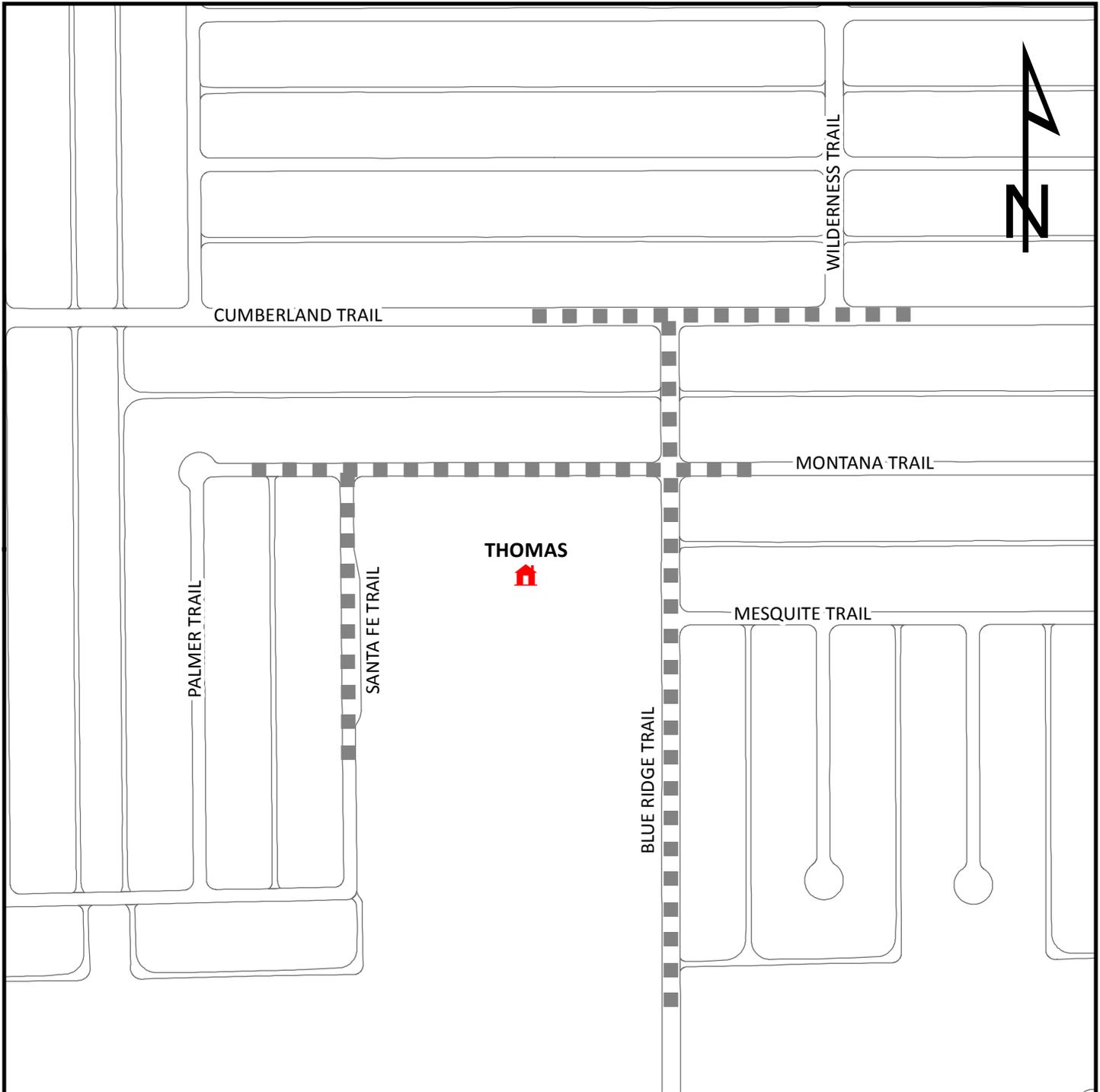
8:30 AM - 9:15 AM/ 12:45 PM - 1:30 PM

MONDAY, JUNE 11 TO TUESDAY, JULY 3



Transportation Engineering Division

THOMAS ELEMENTARY SCHOOL



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

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

PROPOSED TIMES & DATES:

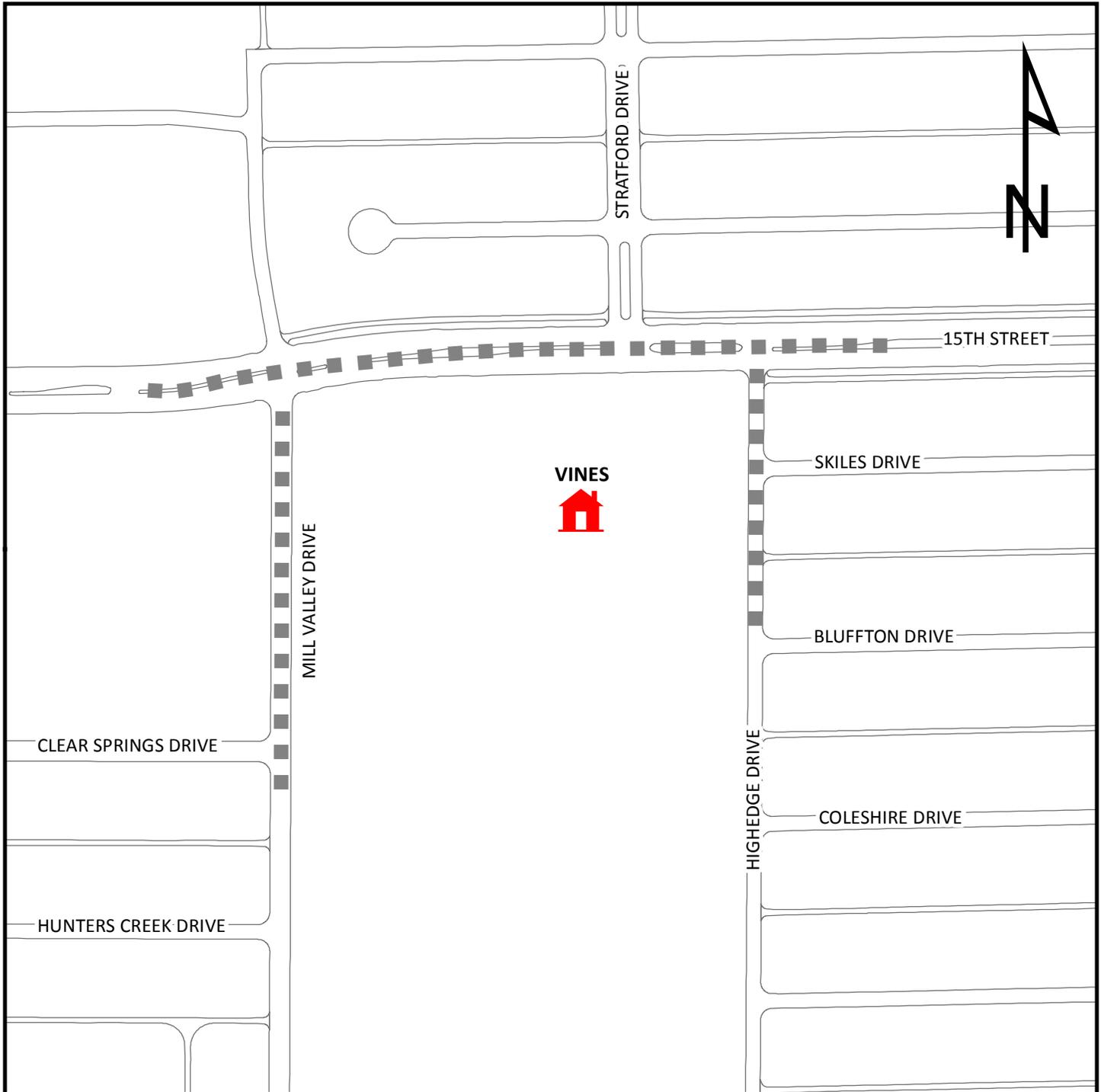
7:15 AM - 8:00 AM/ 9:00 AM - 9:45 AM/ 11:30 AM - 1:00 PM

WEDNESDAY, JUNE 6 TO TUESDAY, JULY 3



Transportation Engineering Division

VINES HIGH SCHOOL



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

15TH STREET, HIGHEDGE DRIVE, MILL VALLEY DRIVE

PROPOSED TIMES & DATES:

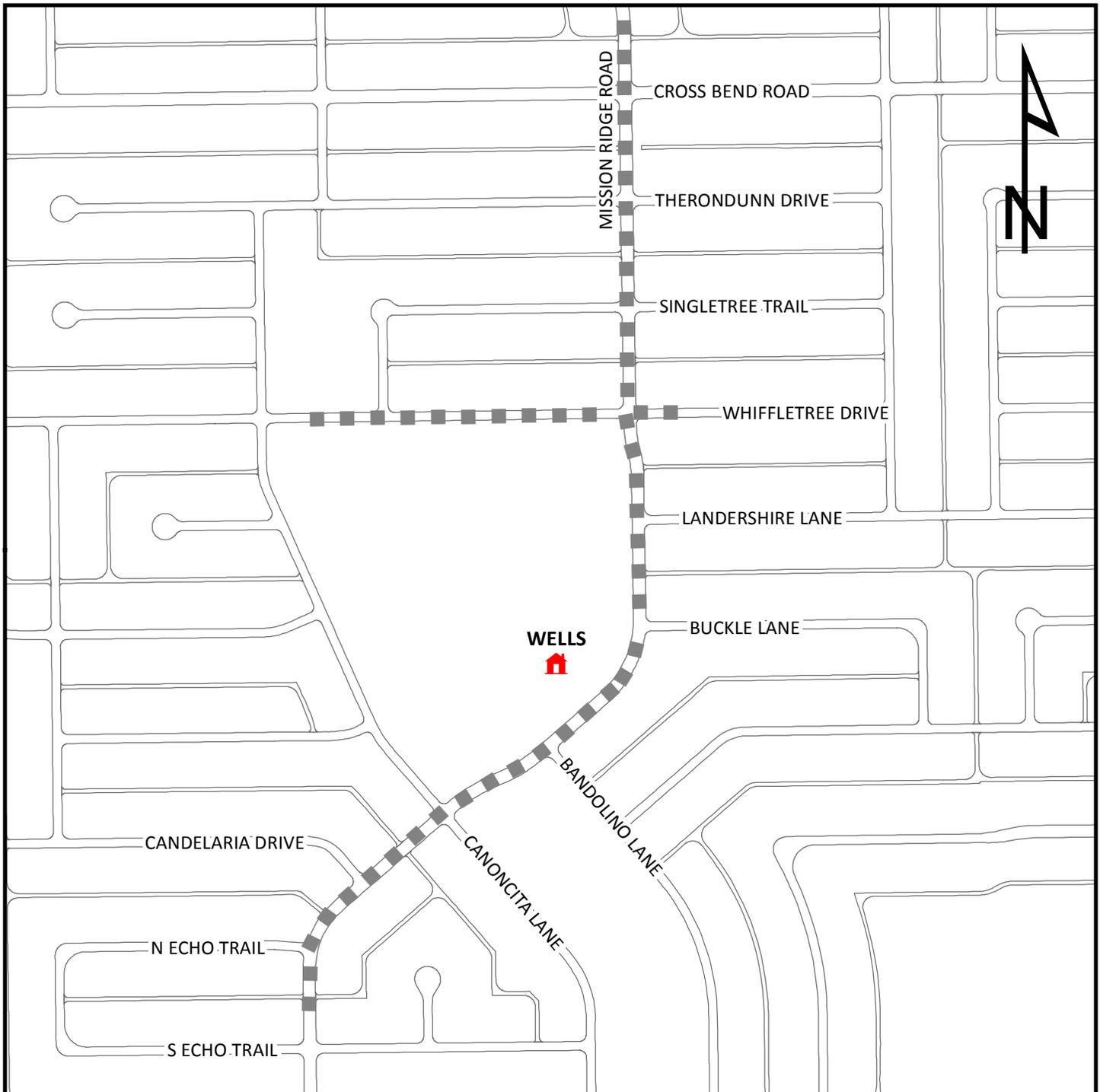
8:15 AM - 9:15 AM/ 12:30 PM - 1:30 PM

WEDNESDAY, JUNE 6 TO THURSDAY, JULY 12



Transportation Engineering Division

WELLS ELEMENTARY SCHOOL



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

MISSION RIDGE ROAD, WHIFFLETREE DRIVE

PROPOSED TIMES & DATES:

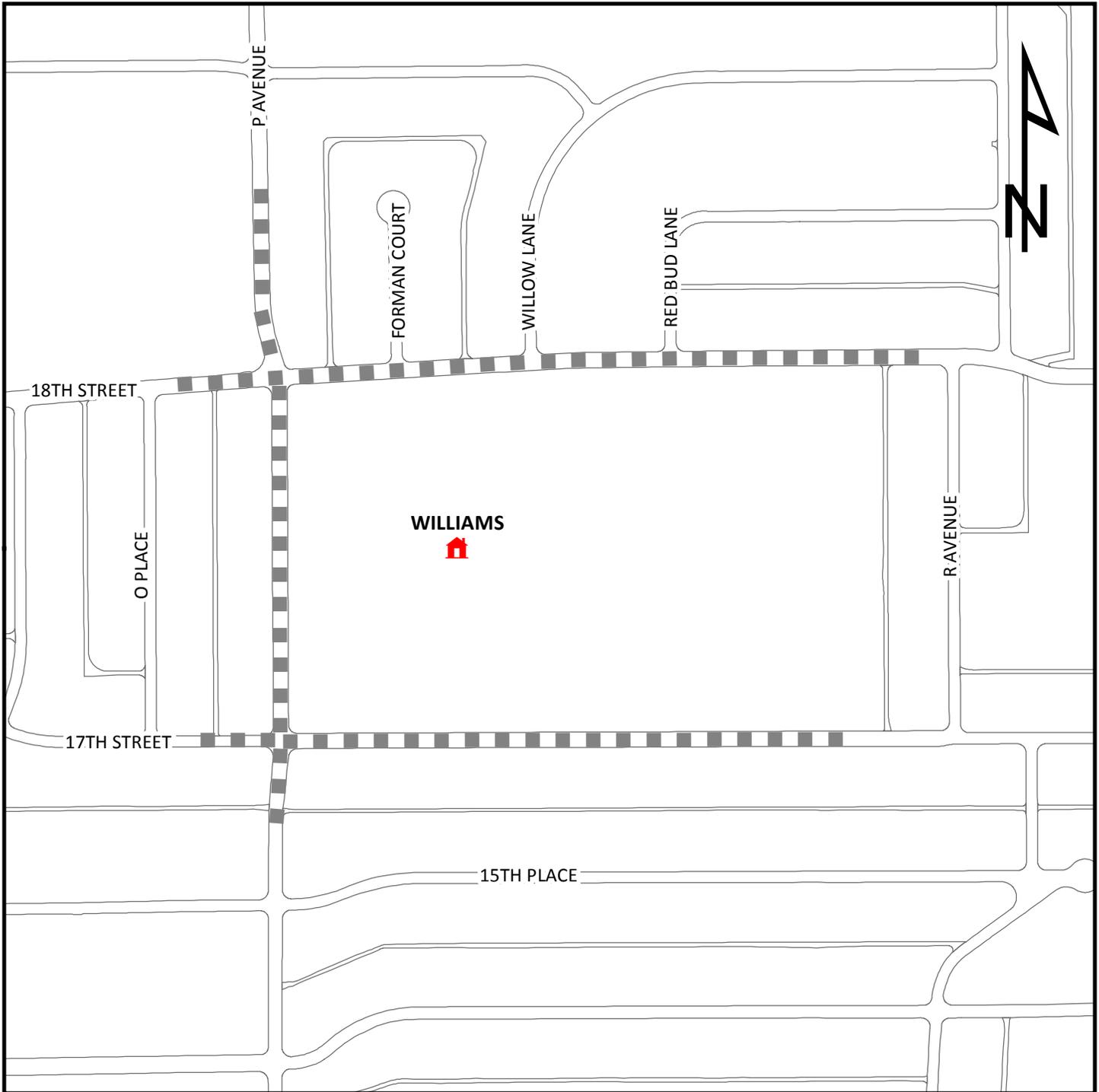
8:00 AM - 8:45 AM/ 2:55 PM - 3:40 PM

MONDAY, JUNE 11 TO THURSDAY, JULY 12



Transportation Engineering Division

WILLIAMS HIGH SCHOOL



MAY 2012

PROPOSED SUMMER SCHOOL ZONES:

17TH STREET, 18TH STREET, P AVENUE

PROPOSED TIMES & DATES:

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

MONDAY, JUNE 11 TO TUESDAY, JULY 3



Transportation Engineering Division

An Ordinance of the City of Plano, Texas amending Section 12-73.1 of Chapter 12 Motor Vehicles and Traffic of the City of Plano Code of Ordinances; 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 2012 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.

15th 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 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2011 to 7/8/2011)

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. (6/13/2011 to 7/8/2011)

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. (6/13/2011 to 7/8/2011)

Coldwater Creek Drive:

- (1) Between a point seventy-five (75) feet west of Wheatfield Drive and a point one hundred seventy-five (175) feet east of Ruthridge Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

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. (6/13/2011 to 7/8/2011)
- (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. (6/13/2011 to 7/8/2011)

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. (6/13/2011 to 7/8/2011)

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 7:30 a.m. and 8:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/20/2011 to 6/30/2011 and 7/18/2011 to 7/28/2011)

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. (6/13/2011 to 7/8/2011)

Edgefield Drive:

- (1) Between a point one hundred twenty-five (125) feet south of 15th Street and a point one hundred twenty-five (125) feet south of Janwood Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

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. (6/13/2011 to 7/8/2011)

Glencliff Drive:

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:30 a.m. and 8:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/20/2011 to 6/30/2011 and 7/18/2011 to 7/28/2011)

Grandview Drive:

- (1) Between Custer Road and a point one hundred seventy-five (175) feet west of Wilson Drive on school days between 7:30 a.m. and 8:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/20/2011 to 6/30/2011 and 7/18/2011 to 7/28/2011)

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. (6/13/2011 to 7/8/2011)

Highedge Drive:

- (1) Between Bluffton Drive and 15th Street on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2011 to 7/8/2011)

Janwood Drive:

- (1) Between Ridgefield Drive and a point one hundred twenty-five (125) feet west of Edgefield Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

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. (6/9/2011 to 7/8/2011)

Kelsey Drive:

- (1) Between Wilson Drive and a point two hundred fifty (250) feet west of Wilson Drive on school days between 7:30 a.m. and 8:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/20/2011 to 6/30/2011 and 7/18/2011 to 7/28/2011)

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. (6/9/2011 to 7/8/2011)

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. (6/13/2011 to 7/8/2011)

Linden Drive:

- (1) Between Edgefield Drive and a point seventy-five (75) feet west of Kirkwood Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

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. (6/13/2011 to 7/8/2011)

Micarta Drive:

- (1) Between a point three hundred (300) feet west of Avalon Drive and a point four hundred fifty (450) feet west of Quarry Chase Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

Mill Valley Drive:

- (1) Between Clear Springs Drive and 15th Street on school days between 8:15 a.m. and 9:00 a.m. and between 12:30 p.m. and 1:15 p.m. (6/9/2011 to 7/8/2011)

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. (6/13/2011 to 7/8/2011)

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. (6/13/2011 to 7/8/2011)

Oxbow Creek Lane:

- (1) Between Coldwater Creek Drive and a point one hundred seventy-five (175) feet south of Pondview Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

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. (6/9/2011 to 7/8/2011)

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. (6/13/2011 to 7/8/2011)

Quarry Chase Drive:

- (1) Between Micarta Drive and a point one hundred fifty (150) feet north of Trophy Drive on school days between 7:15 a.m. and 9:45 a.m. and between 11:30 a.m. and 1:00 p.m. (6/9/2011 to 6/30/2011)

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. (6/9/2011 to 7/8/2011)

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. (6/13/2011 to 7/8/2011)

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. (6/13/2011 to 7/8/2011)

San Gabriel Drive:

- (1) Between Park Boulevard and a point fifty (50) feet south of Merriman 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. (6/13/2011 to 7/8/2011)

Shinnery Oak Drive:

- (1) Between San Gabriel Drive and a point seventy-five (75) feet south of Pagoda Oak 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. (6/13/2011 to 7/8/2011)

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. (6/13/2011 to 7/8/2011)

Wilson Drive:

- (1) Between Glenclyff Drive and a point one hundred fifty (150) feet south of Grandview Drive on school days between 7:30 a.m. and 8:15 a.m. and between 12:45 p.m. and 1:30 p.m. (6/20/2011 to 6/30/2011 and 7/18/2011 to 7/28/2011)”

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.

15th 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)

17th 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)

18th 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)

Highbedge Drive:

- (1) Between Bluffton Drive and 15th 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 15th 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 17th Street and a point four hundred twenty-five (425) feet north of 18th 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 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 person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, 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 29th day of **May, 2012**.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		May 29, 2012		
Department:		Building Inspections		
Department Head		Selso Mata		
Agenda Coordinator (include phone #): Diana Casady #5993				
CAPTION				
An Ordinance of the City of Plano, Texas amending Chapter 6, Buildings and Building Regulations, Article XII, Temporary Signs, of the Code of Ordinances of the City of Plano to add definitions and regulations for sail banner signs, providing a repealer clause, a severability clause, a penalty clause, a publication clause and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-2012	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(s): NA				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Amending the City's Code of Ordinances for promotional signage relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
Adoption of this ordinance will create a new sign definition and requirements for Sail Banners. This will provide regulations for sign placement and enforcement.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas amending Chapter 6, Buildings and Building Regulations, Article XII, Temporary Signs, of the Code of Ordinances of the City of Plano to add definitions and regulations for sail banner signs, providing a repealer clause, a severability clause, a penalty clause, a publication clause and an effective date.

WHEREAS, on November 14, 2005 by Ordinance No. 2005-11-14, the City Council established regulations for temporary signs in the City of Plano; and

WHEREAS, the City Council finds and determines that it is necessary to revise Sec. 6-486 and Sec. 6-493 of Chapter 6 (Buildings and Building Regulations), Article XII (Temporary Signs), Divisions I and III (Definitions and Permitted Signs, respectively), of the Code of Ordinances of the City of Plano to reflect changes to the sign definition and add regulations to address promotional sail banner signs:

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

Section I. Ordinance No. 2005-11-14 duly passed and approved by the City Council of the City of Plano, Texas on November 14, 2005, and codified as Chapter 6, Buildings and Building Regulations, Article XII, Temporary Signs, of the Code of Ordinances of the City of Plano, Texas is amended as provided herein.

Section II. Section 6-486 (Definitions) of Chapter 6 (Buildings and Building Regulations), Article XII (Temporary Signs), Division 1 (Definitions), of the Code of Ordinances of the City of Plano, Texas is hereby amended as follows:

A. The definition for “banner” is amended to read in its entirety as follows:

“Banner means a temporary sign made of cloth, canvas, or other light fabric, except for sail banners, which are defined below.”

B. A new definition for “sign --- sail banner” is hereby added, in alphabetical order, to the sub-definitions under the “sign” definition category, and shall read in its entirety as follows:

“Sign --- Sail banner means a self-supported wing, feather, blade, cone, or rectangular shaped flag mounted on a flexible pole.”

Section III. Section 6-493(b) (Promotional Signage) of Chapter 6 (Buildings and Building Regulations), Article XII (Temporary Signs), Division 3 (Permitted Signs), of the Code of Ordinances of the City of Plano, Texas is hereby amended to read in its entirety as follows:

“(b) Promotional signage may include banners, sail banners, flags, pennants, streamers, balloons, inflatable signs, and any legal signs allowed by this article. Any device, except sail banners, described as promotional signage shall not exceed an overall height of thirty-five (35) feet.”

Section IV. A new subsection, 6-493.1 shall be added to Section 6-493 of Chapter 6 (Buildings and Building Regulations), Article XII (Temporary Signs), Division 3 (Permitted Signs), of the Code of Ordinances of the City of Plano, Texas to read in its entirety:

“Sec. 6-493.1. Additional Regulations for Sail Banner Signs

All provisions of Sec. 6-493 shall apply to sail banner signs. The following additional regulations shall also apply to sail banner signs:

- (a) Height and Width Restrictions. A sail banner shall have a maximum height of eighteen (18) feet, and a maximum width (at its widest point) of three (3) feet.
- (b) Number. Two (2) sail banners are allowed per legal business for a single-tenant property. For a multi-tenant property, two (2) sail banners are allowed at any given time. Tenants in a multi-tenant property shall be required to obtain the signature of the building’s manager or owner as a joint applicant.
- (c) Spacing Requirements. Sail banners placed along contiguous street frontage must be spaced a minimum of thirty (30) feet apart.
- (d) Sign Placement Plan. A sign placement plan indicating sail banner locations on the property shall be submitted with each permit application.
- (e) Setback. Sail banners shall have a minimum setback of ten (10) feet from the back of the curb.”

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

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

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

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

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

DULY PASSED AND APPROVED this the 29th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/29/12		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
An Ordinance of the City of Plano, Texas, transferring the sum of \$88,500 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for the oversight and compliance of EMS billing services; amending the Budget of the City and Ordinance 2011-9-8, Section 1 Item "A" to reflect action taken herein; declaring this action to be a case of public necessity; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0	197,252,918	0
Encumbered/Expended Amount		0	0	0
This Item		0	88,500	0
BALANCE		0	197,341,418	0
FUND(S): GENERAL FUND				
COMMENTS: Supplemental appropriations approved to date for the General Fund, including this item, total \$880,355. The current General Fund balance supports this supplemental appropriation in the amount of \$88,500.				
STRATEGIC PLAN GOAL: Providing additional funding for the oversight and compliance of EMS billing errors relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Supplemental Appropriation No. 9				
This supplemental appropriation will provide necessary funding for the oversight and compliance of EMS billing.				
List of Supporting Documents: Supplemental Appropriation Log			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, transferring the sum of \$88,500 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for the oversight and compliance of EMS billing services; amending the Budget of the City and Ordinance 2011-9-8, Section 1 Item "A" to reflect 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 2011-12 setting the appropriations for the General Fund at \$197,252,918; and

WHEREAS, the City is responsible for the appropriate oversight for EMS transport and billing, and services related thereto for compliance with applicable laws; and

WHEREAS, the City recommends that resources be dedicated to review payments and associated documents to compliance with applicable law; and

WHEREAS, the City is requesting funding in the amount of \$88,500 for personnel and services to accomplish the necessary oversight; 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 oversight and compliance services for EMS billing services, 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 EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$88,500) 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 2011-12 as adopted by Ordinance No. 2011-9-8 is amended to reflect the action taken herein.

SECTION III. The actions taken herein are found and declared to be a case of public necessity.

SECTION IV. This supplemental appropriation Ordinance No. 9 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 29TH DAY OF MAY, 2012.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

Diane C. Wetherbee, **CITY ATTORNEY**

**FY 2011-12
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Supplemental Appropriation for Special Election Contract with Collin County	City Secretary	94,187
Supplemental Appropriation for Special Election Contract with Denton County	City Secretary	3,863
Supplemental Appropriation for legal fees for PEDB dissolution	Economic Development	68,355
Supplemental Appropriation for settlement of lawsuit - Billy Horton, et al	Legal	554,333
Supplemental Appropriation for 2011 Audit Change Order	Accounting	15,000
Supplemental Appropriation for 2 Victims Advocates	Police	56,117
Supplemental Appropriation for EMS Oversight and Compliance	Fire/Accounting	88,500
TOTAL GENERAL FUND APPROPRIATIONS		\$ 880,355
Supplemental Appropriation for Website Upgrade	Plano Television Network	42,858
TOTAL PTN FUND APPROPRIATIONS		\$ 42,858
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		\$ -
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		\$ -
Supplemental Appropriation for Wireless Communication Services from Blackboard, Inc.	Customer & Utility Services	144,882
TOTAL WATER & SEWER FUND		\$ 144,882
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		\$ -
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		\$ -
TOTAL GOLF COURSE FUND APPROPRIATIONS		\$ -
TOTAL RECREATION FUND APPROPRIATIONS		\$ -
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		\$ -
GRAND TOTAL ALL FUNDS		\$ 1,068,095



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/29/12		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Carla Rude, X7407				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$75,000 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for the Interim Fire Chief, the related professional search firm expenditures and candidate travel costs beginning May 30, 2012; amending the Budget of the City and Ordinance 2011-9-8, Section 1 Item "A" to reflect action taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	197,252,918	0	197,252,918
Encumbered/Expended Amount	0	0	0	0
This Item	0	75,000	0	75,000
BALANCE	0	197,327,918	0	197,327,918
FUND(S): GENERAL FUND				
<p>COMMENTS: Supplemental appropriations approved to date for the General Fund, including this item, total \$955,355. The current General Fund balance supports this supplemental appropriation in the amount of \$75,000. There is a companion agenda item for the appointment of an Interim Fire Chief and search firm expenses.</p>				
<p>STRATEGIC PLAN GOAL: Providing additional funding for an Interim Fire Chief and reasonable business expenses, search firm services and candidate travel costs relate to the City's Goals of a Safe Large City and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Supplemental Appropriation No. 10				
This supplemental appropriation will provide necessary funding for an Interim Fire Chief and reasonable business expenses, search firm services and candidate travel costs.				
List of Supporting Documents: Ordinance Supplemental Appropriation Log			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, transferring the sum of \$75,000 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2011-12 for the purpose of providing funds for the Interim Fire Chief, the related professional search firm expenditures and candidate travel costs beginning May 30, 2012; amending the Budget of the City and Ordinance 2011-9-8, Section 1 Item "A" to reflect 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 2011-12 setting the appropriations for the General Fund at \$197,252,918; and

WHEREAS, the City is requesting funding in the amount of \$75,000 for the Interim Fire Chief, the related professional search firm expenditures and candidate travel costs; 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 Interim Fire Chief and professional search firm services and candidate travel costs for the new Fire Chief, 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 SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) 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 2011-12 as adopted by Ordinance No. 2011-9-8 is amended to reflect the action taken herein.

SECTION III. The actions taken herein are found and declared to be a case of public necessity.

SECTION IV. This supplemental appropriation Ordinance No. 10 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 29TH DAY OF MAY, 2012.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

Diane C. Wetherbee, **CITY ATTORNEY**

**FY 2011-12
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Supplemental Appropriation for Special Election Contract with Collin County	City Secretary	94,187
Supplemental Appropriation for Special Election Contract with Denton County	City Secretary	3,863
Supplemental Appropriation for legal fees for PEDB dissolution	Economic Development	68,355
Supplemental Appropriation for settlement of lawsuit - Billy Horton, et al	Legal	554,333
Supplemental Appropriation for 2011 Audit Change Order	Accounting	15,000
Supplemental Appropriation for 2 Victims Advocates	Police	56,117
Supplemental Appropriation for EMS Oversight and Compliance	Fire/Accounting	88,500
Supplemental Appropriation for Interim Fire Chief & Executive Search Prof. Svcs	Fire/City Council	75,000
TOTAL GENERAL FUND APPROPRIATIONS		\$ 955,355
Supplemental Appropriation for Website Upgrade	Plano Television Network	42,858
TOTAL PTN FUND APPROPRIATIONS		\$ 42,858
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		\$ -
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		\$ -
Supplemental Appropriation for Wireless Communication Services from Blackboard, Inc.	Customer & Utility Services	144,882
TOTAL WATER & SEWER FUND		\$ 144,882
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		\$ -
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		\$ -
TOTAL GOLF COURSE FUND APPROPRIATIONS		\$ -
TOTAL RECREATION FUND APPROPRIATIONS		\$ -
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		\$ -
GRAND TOTAL ALL FUNDS		\$ 1,143,095



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		05/29/2012		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Sharon Kotwitz X7120				
CAPTION				
An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 99 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-2012	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): NA				
COMMENTS: 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.				
SUMMARY OF ITEM				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 99 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 99; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 99 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 99 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 29th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

DATE: May 8, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 7, 2012

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2012-05
APPLICANT: RACETRAC**

Request to rezone 3.6± acres located at the northwest corner of Parker Road and Jupiter Road **from** Agricultural **to** Planned Development-Retail. Zoned Agricultural. Tabled March 5, 2012, March 19, 2012, and April 2, 2012.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 2

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

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

STIPULATIONS:

Recommended for approval as follows:

The permitted uses and standards shall be in accordance with the R zoning district unless otherwise specified herein.

1. Fuel dispensing facilities shall be permitted within 150 feet of a residential zoning district.
2. A five-foot landscape edge shall be provided along all adjacent streets.

EH/dw

xc: Jolly Tucker, Meader-Hale, Ltd.
Kevin Weir, Spiars Engineering

MEMO

May 23, 2012

TO: Mr. Bruce D. Glasscock, City Manager
Mr. Frank F. Turner, Deputy City Manager

FROM: Mr. Eric Hill, Senior Planner

RE: Zoning Case 2012-05

Staff has received a letter from the representative for the property owner of Zoning Case 2012-05. The applicant is requesting to table the zoning case from the May 29, 2012, City Council meeting, to the June 11, 2012, City Council meeting in order to discuss the zoning case with an adjacent property owner. Staff recommends that City Council accept the applicant's request to table the zoning case.

Phyllis Jarrell, Director of Planning, will be present at the City Council meeting to address any questions regarding this item.

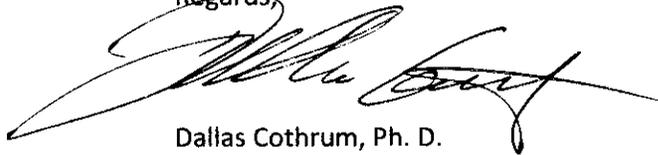


Planning Department
City of Plano
1520 K Avenue, Suite 250
Plano, TX 75074

Dear Eric,

RaceTrac requests postponement of their request from the Tuesday, May 29th to the Monday, June 11th City Council meeting. We continue to coordinate our development efforts and are in the process of working with the adjacent property owner regarding the proposed development. Should our request for postponement be of concern, feel free to email me at dallas@masterplanconsultants.com or call me at 214.761.9197.

Regards,



Dallas Cothrum, Ph. D.

MASTERPLAN

Founders Square
900 Jackson St., Suite 640
Dallas, Texas 75202

Phone: (214) 761-9197

Fax: (214) 748-7114

Web: masterplanconsultants.com

Recommendation of the Planning & Zoning Commission
Zoning Case 2012-05
May 7, 2012 Meeting
Second Vice Chairman's Report

Agenda Item No. 6A – Public Hearing

Zoning Case 2012-05 – Request to rezone 3.6 acres located at the northwest corner of Parker Road and Jupiter Road from Agricultural to Planned Development Retail. This case had been tabled at three prior meetings (March 5, 2012, March 19, 2012 and April 2, 2012).

Applicant: RaceTrac

Staff Recommendation: Recommended for denial for the following reasons:

1. Request is not in conformance with the Future Land Use Plan.
2. Plano, as well as this specific area, currently has an overabundance of Retail (R) zoned property.
3. Rezoning small individual parcels (less than 5 acres) or the creation of a PD in order to amend two development standards should be avoided. The City's policy has always been to have appropriately sized, contiguously zoned properties to provide for compatible land uses and development standards as opposed to "spot zoning".
4. Request proposes a use that is prohibited by the residential adjacency standards when adjacent to residential zoned property.

Commission Action: APPROVED 6-0.

The motion was made to approve the rezoning request by Commissioner Downs and seconded by Commissioner Smith. Chairman Caso, First Vice Chair Hazelbaker and Commissioners Cargo and Coleman were also in support of motion. Second Vice Chair Balda and Commissioner Dry were absent.

Additional Comments: Commissioners also provided the following comments:

- Commissioners felt like there is a need for this use on the east side of Plano.
- The aesthetics of the building and landscaping are appealing.
- Good use for this unique site configuration.
- Liked the fact that this is a "user" and not speculative zoning which occurred on the southwest corner of this same intersection.
- Would still like to see the adjacent property try to work out the access issues between the properties.
- Consider removing the requirement of building a masonry screening wall between the properties in order not to deter connectivity in the future.

Respectfully submitted,



Fred J. Balda
Second Vice Chair
Plano & Zoning Commission

CITY OF PLANO
PLANNING & ZONING COMMISSION

May 7, 2012

Agenda Item No. 6A

Public Hearing: Zoning Case 2012-05

Applicant: RaceTrac

DESCRIPTION:

Request to rezone 3.6± acres located at the northwest corner of Parker Road and Jupiter Road **from** Agricultural **to** Planned Development-Retail. Zoned Agricultural. Tabled March 5, 2012, March 19, 2012, and April 2, 2012.

REMARKS:

This item was tabled at the April 2, 2012, Planning & Zoning Commission meeting. It must be removed from the table.

The applicant is requesting to rezone an undeveloped 3.6± acre tract from Agricultural (A) to Planned Development-Retail (PD-R) zoning. This tract was created when the rights-of-way for the Jupiter Road and Parker Road intersection was realigned.

The subject property is currently undeveloped. The existing A district is intended to provide for farming, dairying, pasturage, horticulture, animal husbandry, and the necessary accessory uses for the packing, treating, or storing of produce. It is anticipated that all A districts will be changed to other zoning classifications as the city proceeds toward full development.

The requested zoning is PD-R. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. The PD district requested proposes the following but is not limited to: exempting the subject property from the minimum distance separation requirements pertaining to fuel dispensing facilities from residential zoning districts, and reduced landscape edge requirements.

Surrounding Land Use and Zoning

The property to the west and north of this tract is zoned A, and is partially developed as single-family residences and a farm. To the east, across Jupiter Road, the property is

undeveloped, and was recently rezoned to Patio Home for future single-family residences. To the south, across Parker Road, the property is zoned R and is partially developed as a convenience store with gas pumps.

Proposed Planned Development Stipulations

The requested zoning is PD-R. The purpose for the PD is to exempt the proposed convenience store with gas pumps use from Subsection 3.1504 (Residential Adjacency Standards) of Section 3.1500 (Residential Adjacency Standards (RAS)) of Article 3 (Supplementary Regulations) which prohibits fuel dispensing facilities from locating within 150 feet of a residential zoning district. Additionally, the applicant is requesting a five-foot landscape edge along public rights-of-way instead of the current 15-foot landscape edge requirement.

The requested PD is as follows:

Restrictions:

The permitted uses and standards shall be in accordance with the R zoning district unless otherwise specified herein.

1. Fuel dispensing facilities shall be permitted within 150 feet of a residential zoning district.
2. A five-foot landscape edge shall be provided along all adjacent streets.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan primarily designates this property as Residential, with Neighborhood Commercial (NC) at the intersection of Parker Road and Jupiter Road. NC centers are located at the intersections of major arterial streets. One or two corners may develop with commercial uses at intersections designated as a neighborhood commercial center on the Land Use Plan, based on the size and population of the service area. The southwest corner of the intersection is zoned R, and is partially developed as a convenience store with gas pumps, with 8.7± acres of additional undeveloped land. Given the large amount of undeveloped R zoned property immediately to the south of the subject property, it would not be appropriate to rezone additional land for R uses. This request is not in conformance with the Future Land Use Plan.

Adequacy of Public Facilities - Water and sanitary sewer services are available via extensions of existing services from Parker Road and Jupiter Road.

ISSUES:

Rezoning Land for Retail Use

In 2003, City Council adopted the *Retail Study of Underperforming and Vacant Retail Areas* initiated by the cities of Carrollton, Richardson, and Plano. This study examined the retail market conditions in the three cities and offered alternatives to address

underperforming and vacant retail properties. The study identified Plano as having an overabundance of R zoning.

The requested change in zoning would add additional retail development to the area. To the south of the subject property, across Parker Road, is existing R zoned property that is mostly undeveloped. This property was zoned R in 1980. A convenience store with gas pumps is the only development on the site; however, some public improvements are already in place which would allow for a future retail development, including the possibility for an additional convenience store with gas pumps. The additional requested R zoning would further increase the overabundance of R zoning in Plano.

Rezoning Smaller Parcels for Individual Uses

The applicant is requesting to rezone 3.6± acres to accommodate the proposed convenience store with gas pumps. The creation of smaller, individually zoned properties is generally not encouraged. Historically, it has not been the city's policy to rezone smaller, individual parcels to accommodate one user. Additionally, "spot zoning" should be discouraged.

The Comprehensive Plan defines a neighborhood commercial center as having 10-15 acres in size. If the Commission believes that additional R zoning is appropriate for this location, then additional property should be included within the zoning request so that a larger retail center could be accommodated at this location. The addition of more contiguous acres of commercial zoned property would provide opportunities for additional retail and restaurant uses in the area, and would also provide a buffer for the proposed convenience store with gas pumps so that it could comply with residential adjacency setback requirements.

Residential Adjacency Standards

Residential adjacency standards were created in 1999 to preserve and protect the integrity, enjoyment, and property values of residential neighborhoods through the establishment of standards for certain nonresidential uses that may impact surrounding residential land uses. The adjacent A zoning is a residential zoning district, and there are a few existing residences to the west of the subject property. Additionally, the farm land to the north of the subject property is designated as residential on the Future Land Use Plan and is expected to develop as single-family residences. The addition of a fuel dispensing facility immediately adjacent to a residential zoning district could create unwanted noise, odors, or activities that would be contrary to the purpose and intent of the residential adjacency standards.

In most commercial zoning districts in the city, such as the property at the southwest corner of Jupiter Road and Parker Road, fuel dispensing facilities are located on parcels adjacent to major streets and are buffered by additional commercial zoned property. These larger parcels of contiguous commercially zoned properties allow for car wash and fuel dispensing facilities to locate on parcels which meet the minimum residential adjacency setback requirements. Though there are some instances where fuel dispensing facilities are adjacent to residential zoning districts, since the institution of

the residential adjacency standards, these regulations have been consistently enforced throughout the city.

Additionally, Subsection 3.1504 provides the Planning & Zoning Commission the ability to require wing walls, landscape screens, and/or other design elements to screen and minimize the impact of fuel dispensing facilities that are within 300 feet but greater than 150 feet of a residential district. However, Subsection 3.1504 does not provide the Commission the opportunity to require any additional design elements or screening if a convenience store with gas pumps is allowed within the 150-foot setback. If the requested zoning is approved, the applicant would only be required to provide a six-foot masonry screening wall at the rear of their property.

Purpose of Planned Developments

The purpose of a planned development district is to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions. PDs are typically created to allow for specific development conditions to occur in order to provide flexibility to modify building placement, allow uses not already permitted within the base zoning district, and vary other development standards. The city has not encouraged the creation of PDs to amend a small number of uses, setbacks, or standards.

The applicant is requesting PD zoning in order to remove the setback from residential zoning for fuel dispensing facilities as required by the Residential Adjacency Standards, and to reduce the landscape edge from 15 feet to five feet. The reduction in landscape edge will allow the applicant to provide a larger building footprint and a larger canopy area with more pump islands. It is possible for the applicant to design the site so that it complies with the required landscape edge and still provide sufficient area for building, pump islands, and parking; however, the applicant's desire is to have a larger development similar in size to its other locations within Plano. Staff is concerned that this proposed development is too large for the 3.6± acre tract, and is not in support of reducing the landscape edge from 15 feet to five feet.

Subsection 4.104 (Minimum District Size) of Section 4.100 (Planned Development District (PD)) of Article 4 (Special District Regulations) of the Zoning Ordinance states that "no PD district may be established smaller than five acres unless a specific finding is made by the City Council that the establishment of the district is required to implement the Comprehensive Plan or related study." PDs often will encompass larger parcels of land in order to accommodate more comprehensive developments, such as Legacy Town Center (PD-65) and Haggar Square (PD-20). This 3.6± acre tract is significantly less than the five acre minimum and the PD request does not further the goals of, nor is necessary to implement the Comprehensive Plan or related study. Staff believes that this site is not appropriate for PD zoning.

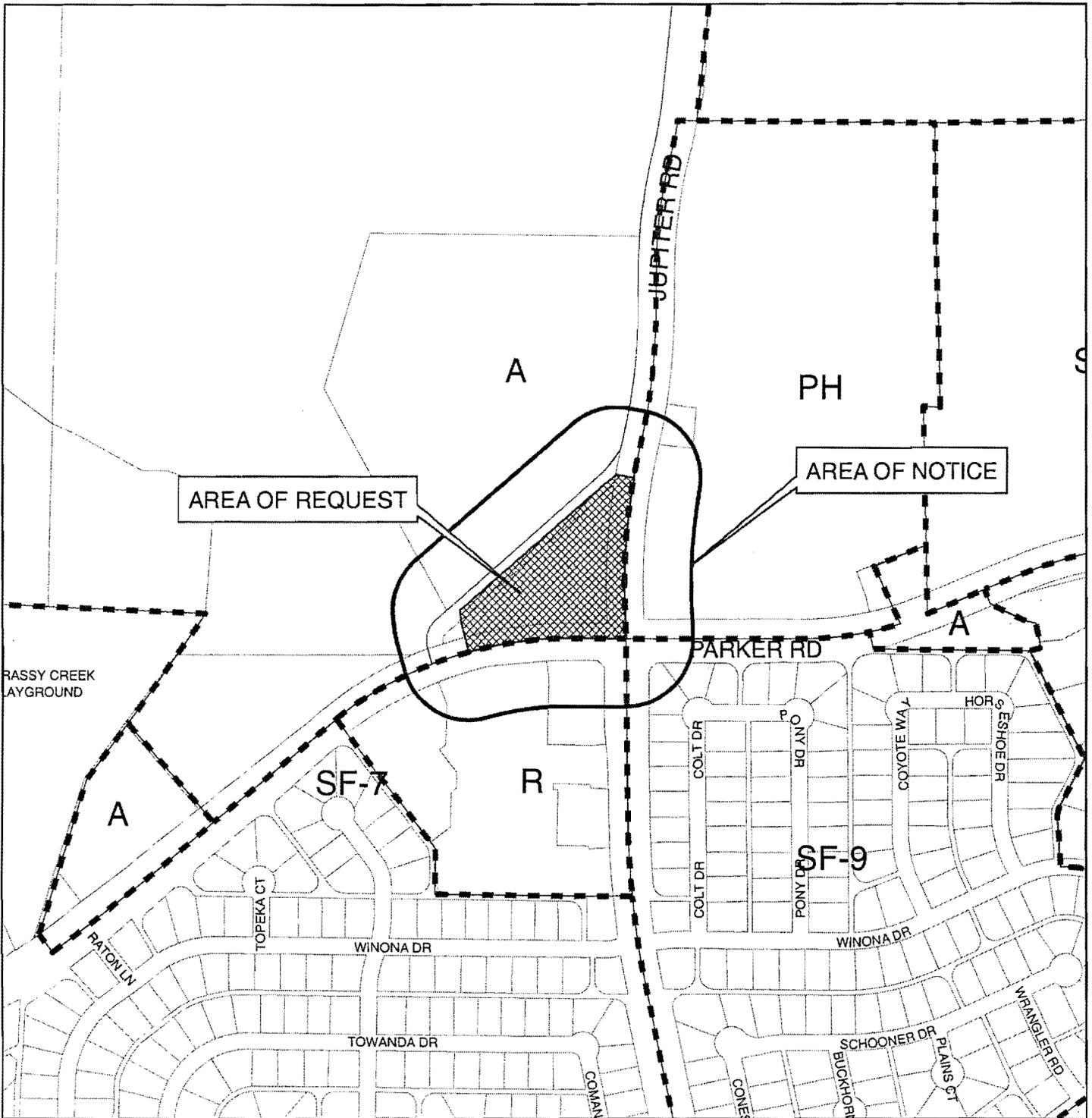
Summary

The applicant is requesting to rezone an undeveloped 3.6± acre tract at the northwest corner of Parker Road and Jupiter Road from A to PD-R. Due to the existing amount of undeveloped R zoned property to the south of the subject property, this request is not in

conformance with the Future Land Use Plan. Plano currently has an overabundance of R zoned property, and the creation of more commercial zoning in an area with 8.7± acres of existing undeveloped R zoned property should be avoided. Staff does not support the rezoning of small individual parcels or the creation of a PD district in order to amend two development standards. The city's policy has always been to have appropriately sized contiguously zoned properties to provide for compatible land uses, and to have zoning districts with consistent development standards. Furthermore, the residential adjacency standards have been applied consistently throughout the city and staff is not in support of allowing a use which is prohibited by the standards, immediately adjacent to a residential zoning district. For these reasons, staff is not in support of this zoning request.

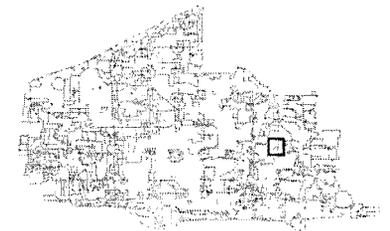
RECOMMENDATION:

Recommended for denial.



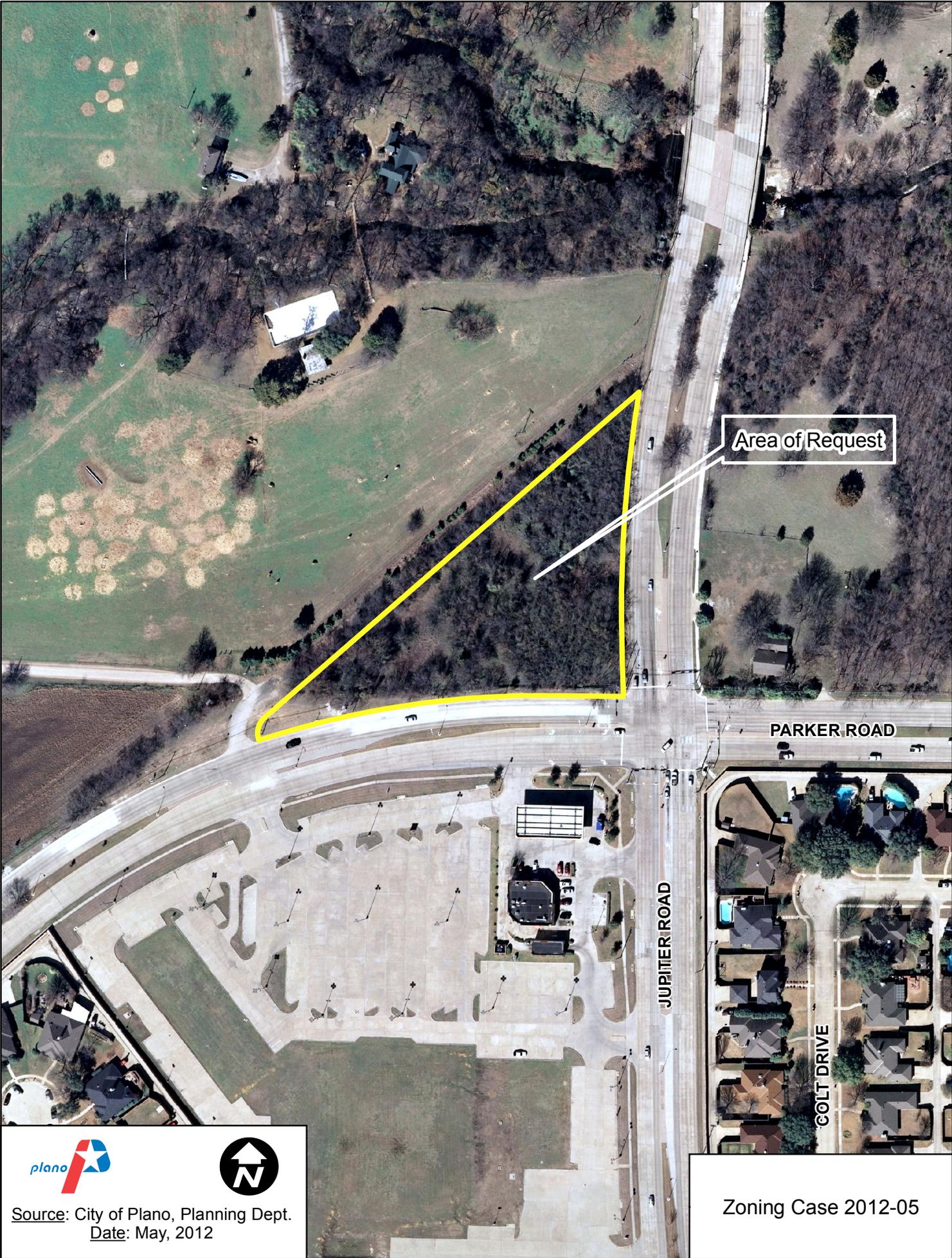
Zoning Case #: 2012-05

Existing Zoning: AGRICULTURAL



○ 200' Notification Buffer





Area of Request

PARKER ROAD

JUPITER ROAD

COLT DRIVE



Source: City of Plano, Planning Dept.
Date: May, 2012

Zoning Case 2012-05

Zoning Case 2012-05

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 3.6± acres out of the J.M. Salmons Survey, Abstract No. 815, located at the northwest corner of Parker Road and Jupiter Road in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-229-Retail; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 29th day of May 2012, for the purpose of considering rezoning 3.6± acres out of the J.M. Salmons Survey, Abstract No. 815, located at the northwest corner of Parker Road and Jupiter Road in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-229-Retail; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 29th day of May, 2012; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 3.6± acres out of the J.M. Salmons Survey, Abstract No. 815, located at the northwest corner of Parker Road and Jupiter Road in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-229-Retail, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to:

Restrictions:

The permitted uses and standards shall be in accordance with the R zoning district unless otherwise specified herein.

1. Fuel dispensing facilities shall be permitted within 150 feet of a residential zoning district.
2. A five-foot landscape edge shall be provided along all adjacent streets.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

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

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

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

PASSED AND APPROVED THIS THE 29TH DAY OF MAY, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2012-05

BEING all that certain lot, tract, or parcel of land situated in the J.M. Salmons Survey, Abstract No. 815, and being a part of a called 168.55 acre tract described in deed to Meaders-Hale Ltd., recorded in Document No. 99-0001562 of the Deed Records, Collin County, Texas (DRCCT), and being all of that certain tract described as a 0.425 acre tract described in a quitclaim deed (Exhibit "B") to Abbie Lou Meaders, recorded in Volume 3007, Page 452 (DRCCT), and including a portion of the rights-of-way of Jupiter Road and Parker Road, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found on the west line of Jupiter Road (a public, 110-foot right-of-way) for the northeast corner of said 0.425 acre tract, and being a southeast corner of that certain tract conveyed to the Todd Andrew Moore-Jonathan Allen Moore Family Limited Partnership, Ltd., recorded in Document No. 97-17326 (DRCCT);

THENCE South, 79° 40' 35" east, 55.00 feet to the approximate centerline of Jupiter Road;

THENCE along an arc to the left, with a radius of 1,800.00 feet, a central angle of 12° 28' 40", an arc length of 392.00 feet, whose long chord bears South, 04° 05' 05" West, 391.23 feet;

THENCE South, 02° 09' 15" East, 88.90 feet to the intersection of said centerline with the approximate centerline of Parker Road;

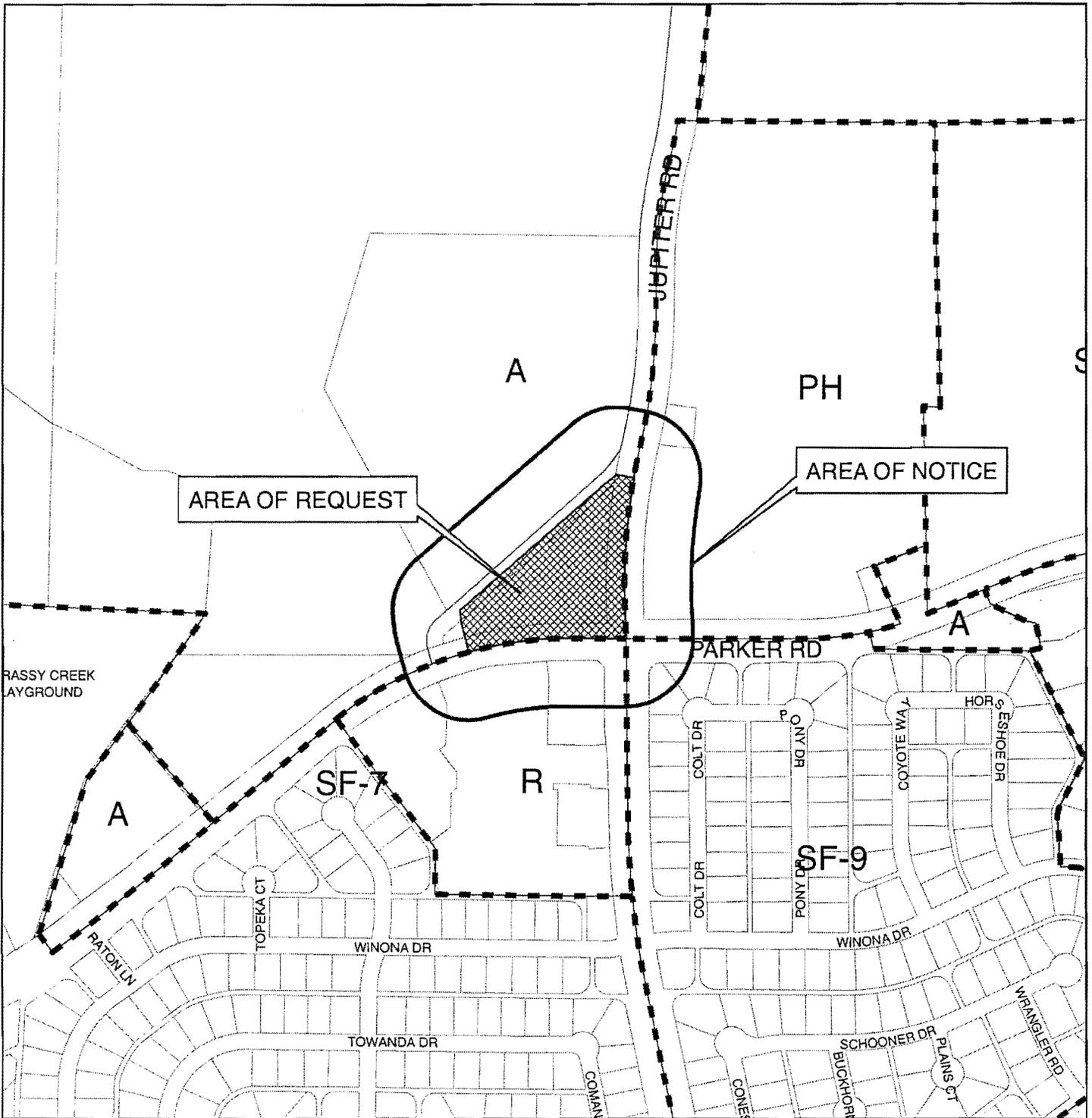
THENCE North, 89° 24' 53" West, 163.12 feet along said centerline;

THENCE along an arc to the left, with a radius of 1,150.92 feet, a central angle of 15° 46' 36", an arc length of 316.91 feet, whose long chord bears South, 82° 41' 49" West, 315.91 feet;

THENCE North, 15° 11' 28" West, 86.62 feet departing said centerline to the intersection of said 0.425 acre tract and said 168.55 acre tract, and being in the abandoned right-of-way of Old Jupiter Road;

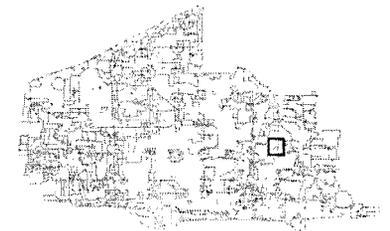
THENCE North 06° 41' 23" West, 39.89 feet across the aforementioned old right-of-way to the northwest corner of said 0.425 acre tract and for a southerly corner of said Moore tract;

THENCE along the common line between said 0.425 acre tract and said Moore tract, North, 49° 18' 37" East, 171.90 feet, and North 49° 39' 02" East, 451.21 feet to the POINT OF BEGINNING, and CONTAINING 154,851 square feet, or 3.555 acres of land.



Zoning Case #: 2012-05

Existing Zoning: AGRICULTURAL



○ 200' Notification Buffer



DATE: May 8, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 7, 2012

**AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2012-14
APPLICANT: HD DEVELOPMENT PROPERTIES, LP**

Request to amend Planned Development-175-Retail to allow truck/bus leasing on 10.6± acres generally located at the northeast corner of Parker Road and Custer Road. Zoned Planned Development-175-Retail.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 1

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

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

STIPULATIONS:

Recommended for approval as follows (additions are shown as underlined text):

Restrictions:

1. Building material sales, truck/bus leasing, and superstore are additional allowed uses.
2. The supplemental regulations for superstore use are amended as follows:
 - a. The required landscape edge along residential district boundary lines shall be a minimum of 20 feet in width.
 - b. The required landscape edge along Parker Rd. shall be a minimum of 25 feet in width.
 - c. The separation distance between the superstore building and adjacent residential zoning district shall be a minimum of 60 feet in width.
3. The required parking shall be 461 parking spaces.

4. The gate screening the loading and unloading area must be closed at all times except during the arrival and departure of vehicles accessing the loading and unloading area.
5. The revised preliminary site plan and facade plan, attached as Exhibits B and C respectively, are adopted as part of this ordinance.

EH/dw

xc: Richard Lally, PC Plaza, L.P.
Michael Klingl, Greenbergfarrow

Recommendation of the Planning & Zoning Commission
Zoning Case 2012-14
May 7, 2012 Meeting
Second Vice Chairman's Report

Agenda Item No. 8 – Public Hearing

Zoning Case 2012-14 – Request to amend Planned Development-175-Retail to allow truck/bus leasing on 10.9+/- acres generally located at the northeast corner of Parker and Custer Road.

Applicant: HD Development Properties, L.P.

Staff Recommendation: Recommended for denial for the following reasons:

1. This type of use is allowed in more intense zoning districts such as LI-1 and LI-2 by right, and CC and RC with specific use permit.
2. The proposed truck/bus leasing use is inconsistent with the existing mix of development along Parker Road and at the Parker Road/Custer Road intersection; the use is also inconsistent with the intent of the Retail (R) district.

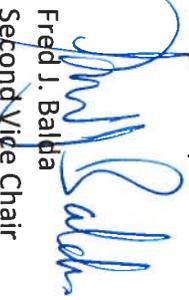
Commission Action: **APPROVED 6-0.**

The motion was made to approve the amendment to PD-175-R to allow truck/bus leasing in this district by Commissioner Downs and seconded by First Vice Chair Hazelbaker. Chairman Caso and Commissioners Cargo, Coleman and Smith were also in support of the motion. Second Vice Chair Balda and Commissioner Dry were absent.

Additional Comments: Commissioners also provided the following comments:

- Commissioners felt like this service would be convenient for the surrounding neighborhoods without detracting from the normal activities occurring at this Home Depot.
- There was interest requiring the trucks being stored towards the rear of the property where screening from the major roads was preferred but the Commission recognized the challenges with enforcement.

Respectfully submitted,


Fred J. Balda
Second Vice Chair
Plano & Zoning Commission

CITY OF PLANO

PLANNING & ZONING COMMISSION

May 7, 2012

Agenda Item No. 8

Public Hearing: Zoning Case 2012-14

Applicant: HD Development Properties, LP

DESCRIPTION:

Request to amend Planned Development-175-Retail to allow truck/bus leasing on 10.6± acres generally located at the northeast corner of Parker Road and Custer Road. Zoned Planned Development-175-Retail.

REMARKS:

The requested zoning is to amend Planned Development-175-Retail (PD-175-R) to allow truck/bus leasing as an additional permitted use. The Zoning Ordinance defines truck/bus leasing as the rental of new or used panel trucks, vans, trailers, recreation vehicles, or motor-driven buses in operable condition and where no repair work is done. The existing retail superstore and garden center seeks approval to allow truck/bus leasing as an additional permitted use within the existing planned development district.

The subject property is zoned PD-175-R. The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls to both off and onsite conditions. PD-175-R was created in 2005 to allow redevelopment of the property for a Home Depot store.

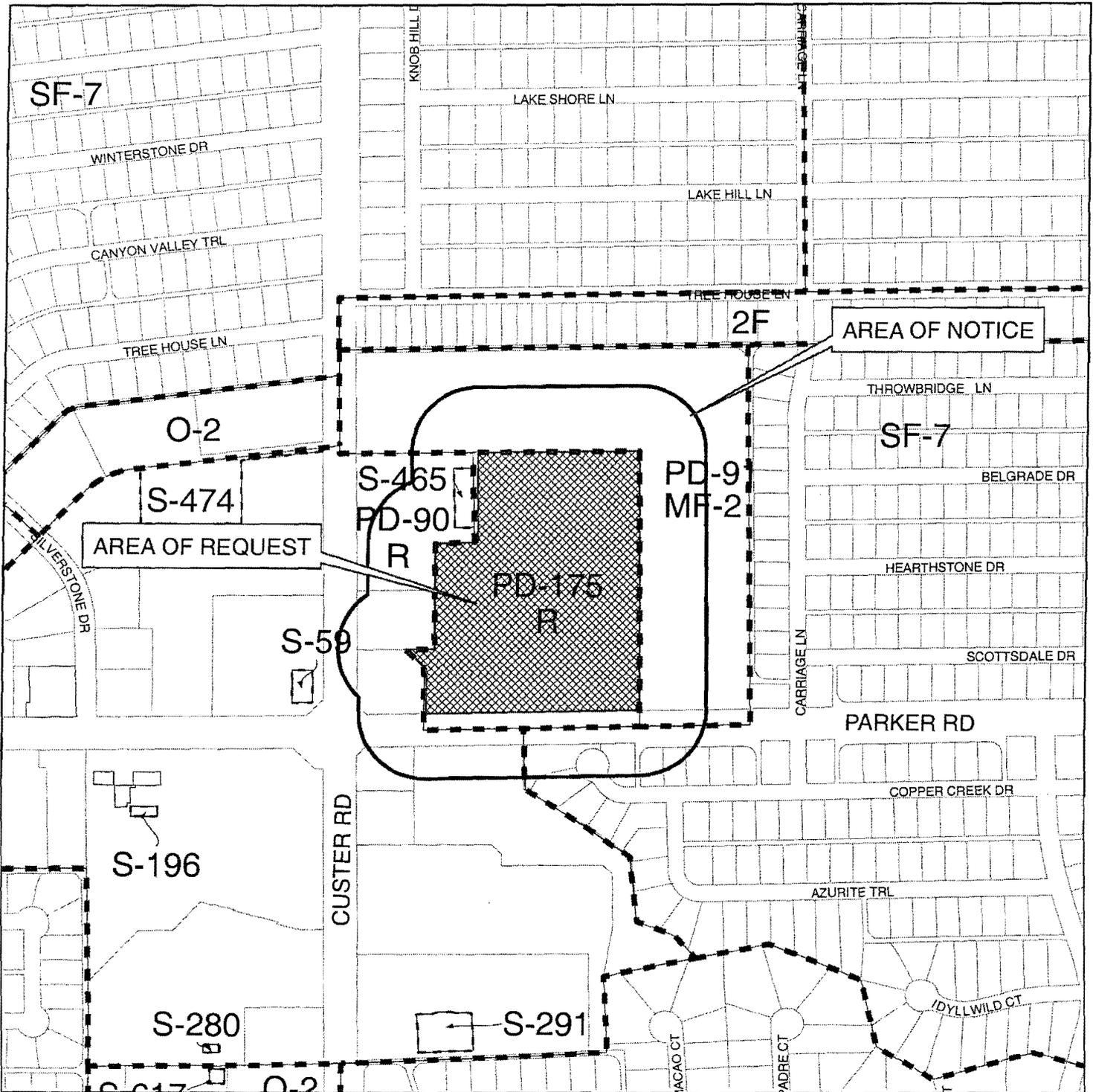
The land to the north and to the east of the subject property is zoned Planned Development-91-Multifamily Residence-2 (PD-91-MF-2) and is developed as multifamily residences. To the south, across Parker Road, is an existing single-family residential subdivision zoned Single-Family Residence-7 (SF-7), and an existing retail development zoned Planned Development-90-Retail (PD-90-R). To the west, the land is zoned PD-90-R and is developed as automotive, restaurant, and gymnastics/dance studio uses.

Currently, truck/bus leasing is an allowed use in the Light Industrial-1 (LI-1) and Light Industrial-2 (LI-2) districts by right, and allowed by specific use permit (SUP) in the Corridor Commercial (CC) and Regional Commercial (RC) districts provided that the trucks are single-unit trucks with enclosed beds and maximum two axles. The Zoning Ordinance prohibits this use in the R district. The R zoning district allows limited automotive uses. Minor automotive repair is allowed by right, and automobile leasing/renting is permitted with an SUP. Prohibited automotive uses include major automotive repair, automobile storage, and new and used car dealer. The intent of the R district is to allow for retail, restaurant, and service uses which support the surrounding residential neighborhoods. Furthermore, the R district restricts certain uses due to the proximity of nearby residential zoning districts.

The subject property has frontage on Parker Road and is developed as a retail superstore with garden center. The site derives its primary access from Parker Road. Trucks associated with the truck/bus leasing use will be stored in the existing parking lot. The proposed truck/bus leasing use is inconsistent with the existing mix of development along Parker Road and at the intersection of Parker Road and Custer Road which includes limited automotive uses along with retail, restaurant, service uses, and residential neighborhoods. Truck/bus leasing will introduce the storage of larger vehicles, a use which is currently restricted to more intensive zoning districts. For these reasons, staff recommends denial of the zoning case.

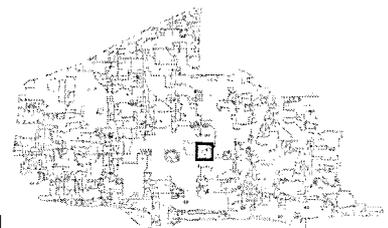
RECOMMENDATION:

Recommended for denial.

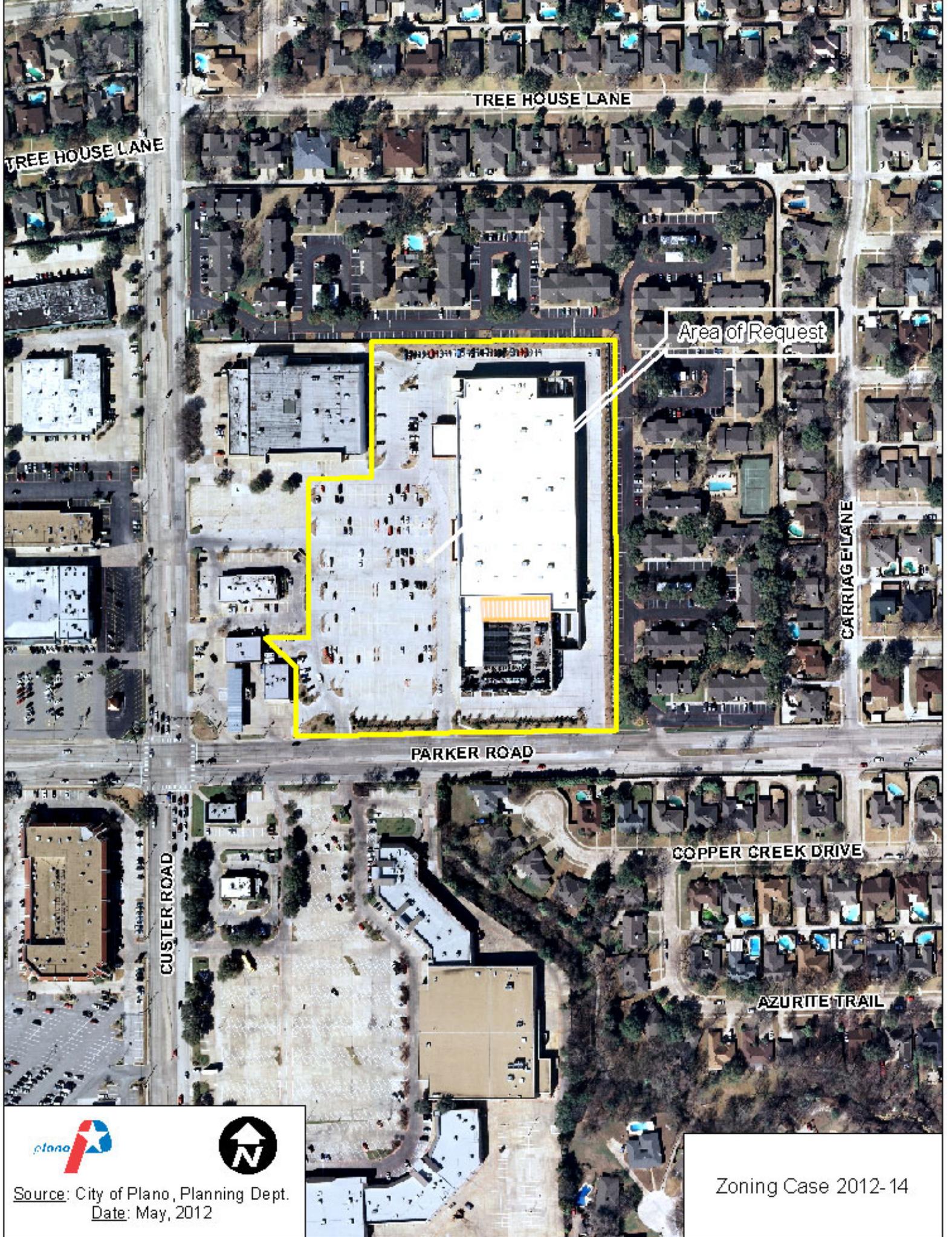


Zoning Case #: 2012-14

Existing Zoning: PLANNED DEVELOPMENT-175-RETAIL



○ 200' Notification Buffer



TREE HOUSE LANE

TREE HOUSE LANE

Area of Request

CARRIAGE LANE

PARKER ROAD

CUSTER ROAD

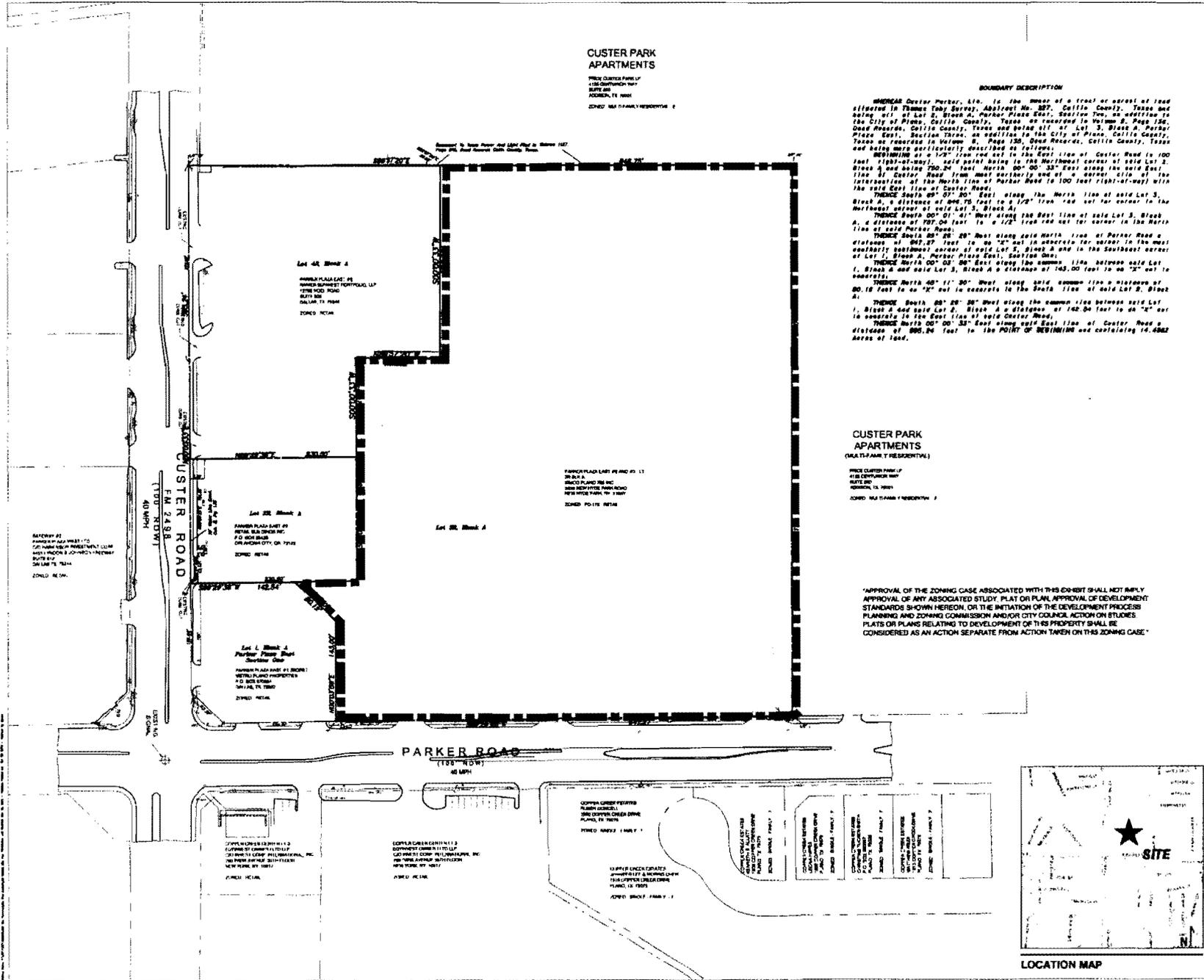
COPPER CREEK DRIVE

AZURITE TRAIL



Source: City of Plano, Planning Dept.
Date: May, 2012

Zoning Case 2012-14



CUSTER PARK APARTMENTS

PRICE CLAYTON PARK LP
418 CANTONMENT WAY
SUITE 201
HOUSTON, TX 77061
ZONED MULTIFAMILY RESIDENTIAL 2

BOUNDARY DESCRIPTION

WHEREAS Custer Park, Ltd. is the owner of a tract or parcel of land situated in Thomas Tract Survey, Abstract No. 227, Collin County, Texas and being all of Lot 2, Block A, Parker Place East, Section Ten, an addition to the City of Plano, Collin County, Texas as recorded in Volume 8, Page 126, Deed Records, Collin County, Texas and being all of Lot 3, Block A, Parker Place East, Section Three, an addition to the City of Plano, Collin County, Texas as recorded in Volume 8, Page 126, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING of a 1/2" iron rod set in the East line of Custer Road to 100 feet (100'-00") north, said point being in the Northwest corner of said Lot 2, Block A and being 750.24 feet North 00° 00' 33" East along the said East line of Custer Road from said north-south line of a corner pin at the intersection of the North line of Parker Road to 100 feet (100'-00") with the said East line of Custer Road;

THENCE South 00° 01' 00" East along the North line of said Lot 3, Block A, a distance of 696.75 feet to a 1/2" iron rod set for corner in the Northwest corner of said Lot 3, Block A;

THENCE South 00° 01' 41" West along the East line of said Lot 3, Block A, a distance of 707.04 feet to a 1/2" iron rod set for corner in the North line of said Parker Road;

THENCE South 00° 28' 20" West along said North line of Parker Road a distance of 802.27 feet to an "X" set in concrete for corner in the West-Southwest corner of said Lot 3, Block A and in the Southwest corner of Lot 3, Block A, Parker Place East, Section Ten;

THENCE North 00° 00' 00" East along the common line between said Lot 1, Block A and said Lot 3, Block A a distance of 143.00 feet to an "X" set in concrete;

THENCE North 40° 11' 30" West along said common line a distance of 80.10 feet to an "X" set in concrete in the South line of said Lot 2, Block A;

THENCE South 00° 28' 20" West along the common line between said Lot 1, Block A and said Lot 2, Block A a distance of 142.04 feet to an "X" set in concrete in the East line of said Custer Road;

THENCE North 00° 00' 33" East along said East line of Custer Road a distance of 696.24 feet to the POINT OF BEGINNING and containing 14,484.22 acres of land.

CUSTER PARK APARTMENTS (MULTIFAMILY RESIDENTIAL)

PRICE CLAYTON PARK LP
418 CANTONMENT WAY
SUITE 201
HOUSTON, TX 77061
ZONED MULTIFAMILY RESIDENTIAL 2

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

GreenbergFarrow

21 S. Evergreen Ave. Suite 200
Arlington Heights, Illinois 60005
t: 847 788 9200 f: 847 788 9538

PROJECT INFORMATION

SITE AREA
THE HOME DEPOT 10.59 ACRES

SURVEY UNDERLAY PREPARED
HERSEY AND ASSOCIATES
9304 FOREST LANE
SUITE 125
DALLAS, TX 75243
DATED: SEPTEMBER 27, 1996

PROPERTY OWNER:
KINCO PLANO 788 INC
3333 NEW HYDE PARK ROAD
NEW HYDE PARK, NY 11042

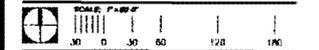
PROJECT NOTES

DRAWING REVISION/REVISION RECORD	DATE	REVISION	INITIALS
02/08/12 ZONING APPLICATION			OU
03/19/17 CITY COMMENTS			OU

SITE PLANNER: DJ
SITE DEV. COORDINATOR: MK

THE HOME DEPOT PLANO, TX
1801 W. PARKER ROAD

ZONING CASE NO. 2012-14
OF PROJECT NUMBER 20110662.0



ZONING EXHIBIT

Zoning Case 2012-14

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-175-Retail on 10.6± acres out of the Thomas Toby Survey, Abstract No. 927, generally located at the northeast corner of Parker Road and Custer Road in the City of Plano, Collin County, Texas, to allow truck/bus leasing as an additional permitted use; 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.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 29th day of May, 2012, for the purpose of considering amending Planned Development-175-Retail on 10.6± acres out of the Thomas Toby Survey, Abstract No. 927, generally located at the northeast corner of Parker Road and Custer Road in the City of Plano, Collin County, Texas, to allow truck/bus leasing as an additional permitted use; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 29th day of May, 2012; and

WHEREAS, the City Council is of the opinion and finds that such amendment would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-175-Retail on 10.6± acres out of the Thomas Toby Survey, Abstract No. 927, generally located at the northeast corner of Parker Road and Custer Road in the City of Plano, Collin County, Texas, to allow truck/bus leasing as an additional permitted

use, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to:

Restrictions:

1. Building material sales, truck/bus leasing and superstore are additional allowed uses.
2. The supplemental regulations for superstore use are amended as follows:
 - a. The required landscape edge along residential district boundary lines shall be a minimum of 20 feet in width.
 - b. The required landscape edge along Parker Rd. shall be a minimum of 25 feet in width.
 - c. The separation distance between the superstore building and adjacent residential zoning district shall be a minimum of 60 feet in width.
3. The required parking shall be 461 parking spaces.
4. The gate screening the loading and unloading area must be closed at all times except during the arrival and departure of vehicles accessing the loading and unloading area.
5. The revised preliminary site plan and facade plan, attached as Exhibits B and C respectively, are adopted as part of this ordinance.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

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

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

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

PASSED AND APPROVED THIS THE 29TH DAY OF MAY, 2012

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2012-14

WHEREAS, Kimco Plano 768, Inc., is the owner of all that certain lot, tract or parcel of land situated in the Thomas Toby Survey, Abstract No. 927, Collin County, Texas, and being all of Lot 3R in Block A of the Replat of Parker Plaza East, Sections Two and Three, an addition to the City of Plano, Texas according to the plat thereof recorded in Cabinet "J" at Slide 428 of the Plat Records of Collin County, Texas, and also being part of the property conveyed to Kimco Plano 768, Inc., by deed recorded in Volume 2005-0169268, Page 6057, of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2" iron rod found in the north right of way line of Parker Road (100 foot wide) for the southeast corner of said Lot 3R, said point also being the southwest corner of Custer Park Apartments, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet "B" at Slide 117 of the Plat Records of Collin County, Texas;

THENCE South, 89° 29' 28" West, (Basis of Bearings per plat recorded in Cabinet "B" at Slide 117 of the Plat Records of Collin County, Texas) along the north right of way line of said Parker Road and being common to the south line of said Lot 3R for a distance of 624.27 feet to an "x" found in concrete for corner, said point being the southeast corner of Lot 1 in Block A of Parker Plaza East, Section One Addition, an addition to the City of Plano, Texas according to the plat thereof recorded in Volume 11 at Page 52 of the Plat Records of Collin County, Texas;

THENCE North, 00° 03' 58" East, and following along the common line of said Lot 3R and Lot 1 in Block A of the Parker Plaza East Section One for a distance of 143.00 feet to an "x" found in concrete for corner;

THENCE North, 45° 11' 30" West, and following along the common line of said Lot 3R and Lot 1 in Block A of the Parker Plaza East Section One for a distance of 80.12 feet to an "x" found in concrete for corner;

THENCE North, 89° 29' 38" East, along the south line of Lot 2R in Block A of the Replat of Parker Plaza East, Sections Two and Three, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet "J" at Slide 428 of the Plat Records of Collin County, Texas, for a distance of 87.96 feet to an "x" found in concrete for corner;

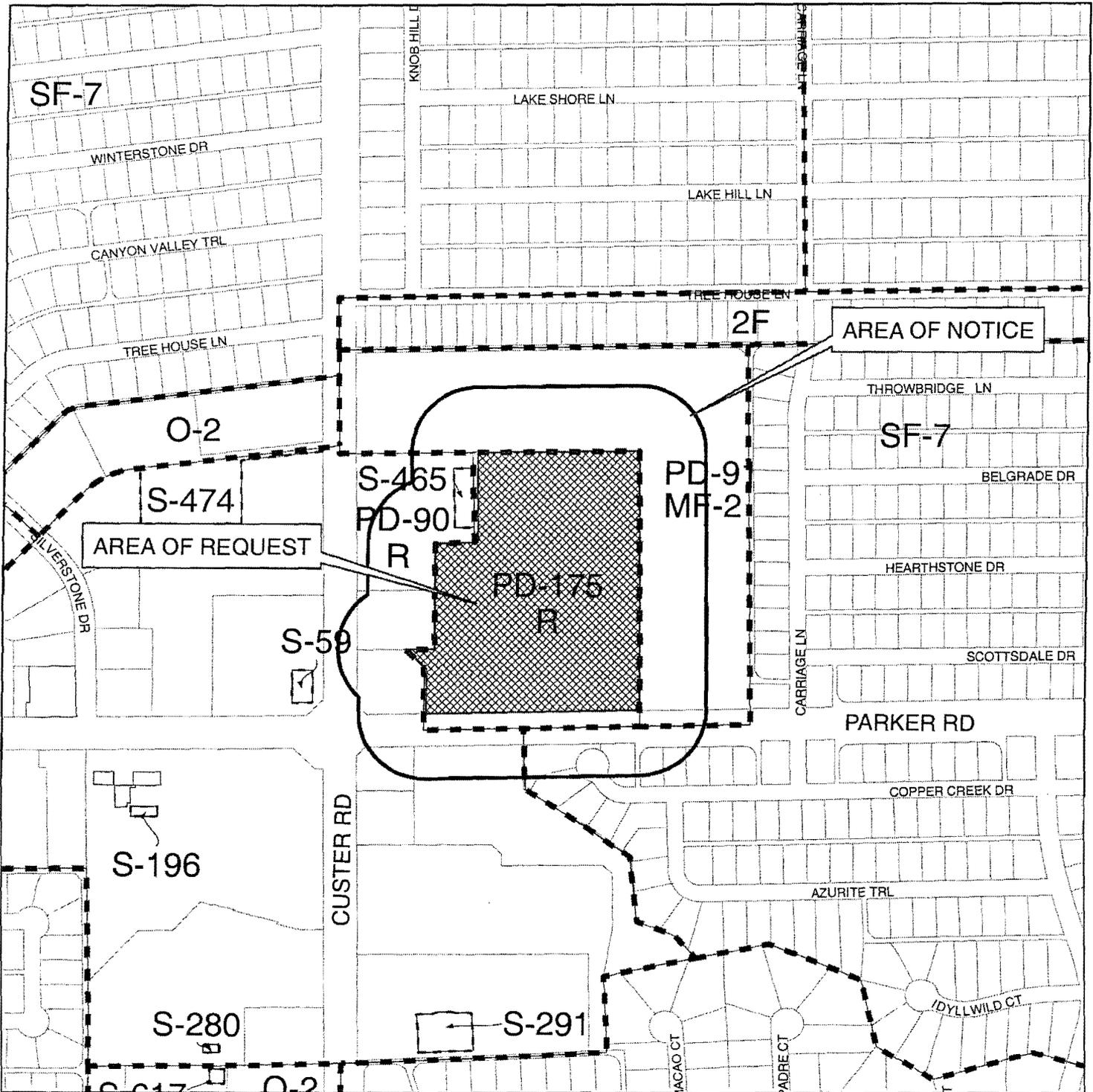
THENCE North, 00° 00' 33" East, and passing the northeast corner of said Lot 2R at a distance of 178.00 feet and continuing in all for a distance of 319.78 feet to an "x" found in concrete for corner;

THENCE South, 89° 57' 20" East, for a distance of 121.94 feet to an "x" found in concrete for the southeast corner of Lot 4R in Block A of the Replat of Parker Plaza East, Sections Two and Three, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet "J" at Slide 428 of the Plat Records of Collin County, Texas;

THENCE North, 00° 00' 33" East, along the common line of Lots 3R and 4R in Block A for a distance of 273.25 feet to an "x" found for the northwest corner of Lot 3R in Block A;

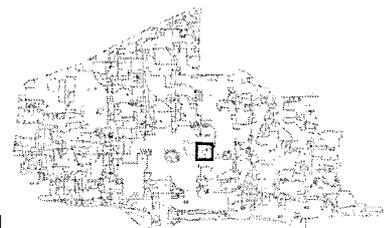
THENCE South, 89° 57' 20" East, along the north line of said Lot 3R, same being common to the aforesaid Custer Park Apartments for a distance of 494.32 feet to a 1/2" iron rod found for the northeast corner of said Lot 3R;

THENCE South, 00° 01' 41" West, for a distance of 787.04 feet to the POINT OF BEGINNING and CONTAINING 461,279 SQUARE FEET or 10.5895 acres of land, more or less.

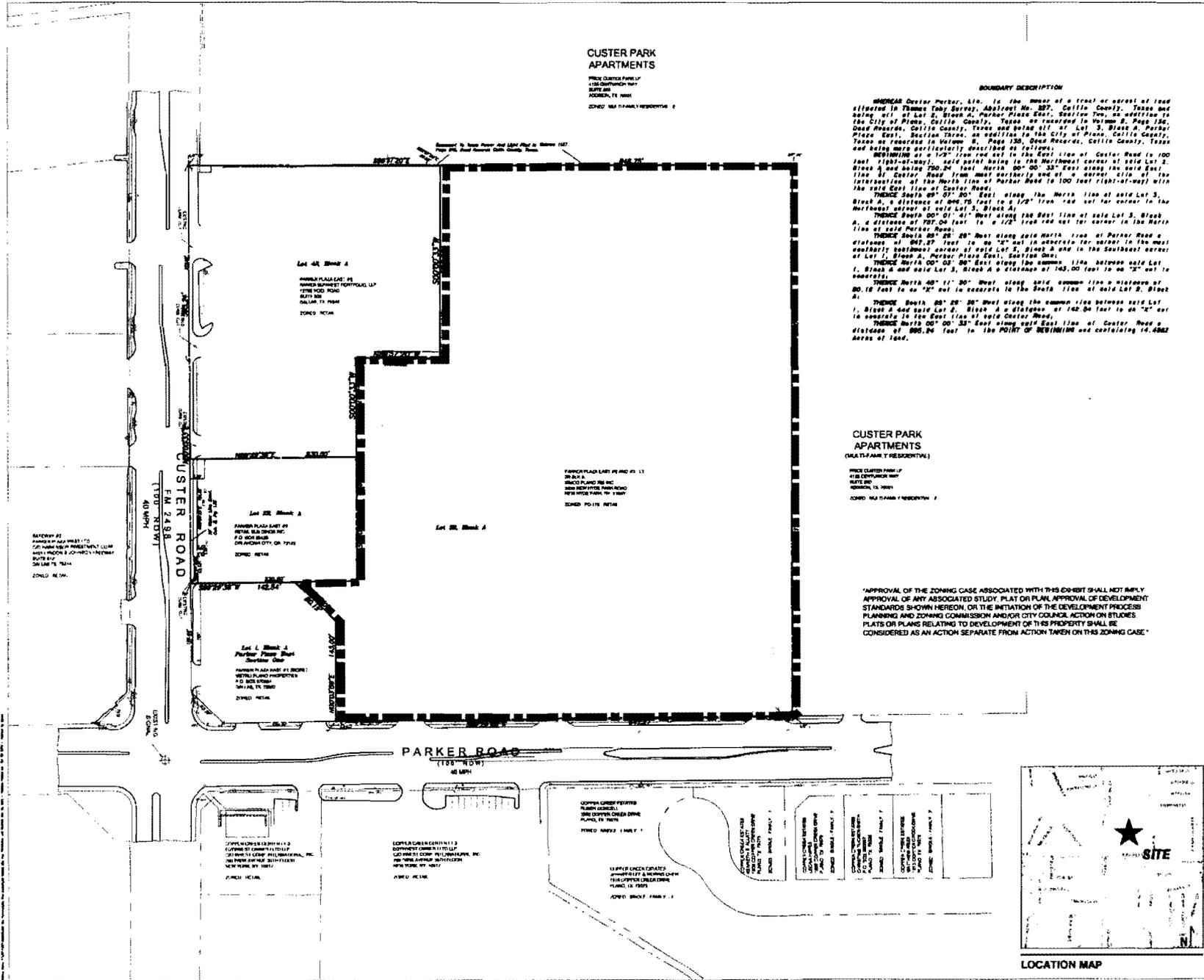


Zoning Case #: 2012-14

Existing Zoning: PLANNED DEVELOPMENT-175-RETAIL



○ 200' Notification Buffer



CUSTER PARK APARTMENTS

PRICE CLAYTON PARK LP
418 CANTONMENT WAY
SUITE 201
HOUSTON, TX 77061
ZONED MULTIFAMILY RESIDENTIAL 2

BOUNDARY DESCRIPTION

WHEREAS Custer Park, Ltd. is the owner of a tract or parcel of land situated in Thomas Tract Survey, Abstract No. 227, Collin County, Texas and being all of Lot 2, Block A, Parker Place East, Section Ten, an addition to the City of Plano, Collin County, Texas as recorded in Volume 8, Page 126, Deed Records, Collin County, Texas and being all of Lot 3, Block A, Parker Place East, Section Three, an addition to the City of Plano, Collin County, Texas as recorded in Volume 8, Page 126, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING of a 1/2" iron rod set in the East line of Custer Road to 100 feet (100'-00") north, said point being in the Northwest corner of said Lot 2, Block A and being 750.24 feet North 00° 00' 33" East along the said East line of Custer Road from said northern end of a corner pin at the intersection of the North line of Parker Road to 100 feet (right-of-way) with the said East line of Custer Road;

THENCE South 00° 01' 00" East along the North line of said Lot 3, Block A, a distance of 696.75 feet to a 1/2" iron rod set for corner in the Northwest corner of said Lot 3, Block A;

THENCE South 00° 01' 41" West along the East line of said Lot 3, Block A, a distance of 707.04 feet to a 1/2" iron rod set for corner in the North line of said Parker Road;

THENCE South 00° 28' 20" West along said North line of Parker Road a distance of 802.27 feet to an "X" set in concrete for corner in the West Northwest corner of said Lot 3, Block A and in the Southwest corner of Lot 3, Block A, Parker Place East, Section Ten;

THENCE North 00° 00' 00" East along the common line between said Lot 1, Block A and said Lot 3, Block A a distance of 143.00 feet to an "X" set in concrete;

THENCE North 40° 11' 30" West along said common line a distance of 80.10 feet to an "X" set in concrete in the South line of said Lot 2, Block A;

THENCE South 00° 28' 20" West along the common line between said Lot 1, Block A and said Lot 2, Block A a distance of 142.04 feet to an "X" set in concrete in the East line of said Custer Road;

THENCE North 00° 00' 33" East along said East line of Custer Road a distance of 696.24 feet to the POINT OF BEGINNING and containing 14,484.22 acres of land.

CUSTER PARK APARTMENTS (MULTIFAMILY RESIDENTIAL)

PRICE CLAYTON PARK LP
418 CANTONMENT WAY
SUITE 201
HOUSTON, TX 77061
ZONED MULTIFAMILY RESIDENTIAL 2

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

GreenbergFarrow

21 S. Evergreen Ave. Suite 200
Arlington Heights, Illinois 60005
t: 847 788 9200 f: 847 788 9538

PROJECT INFORMATION

SITE AREA
THE HOME DEPOT 10.59 ACRES

SURVEY UNDERLAY PREPARED
HERSEY AND ASSOCIATES
9304 FOREST LANE
SUITE 125
DALLAS, TX 75243
DATED: SEPTEMBER 27, 1996

PROPERTY OWNER:
KINCO PLANO 788 INC
3333 NEW HYDE PARK ROAD
NEW HYDE PARK, NY 11042

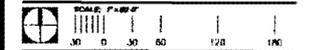
PROJECT NOTES

DATE	REVISION	INITIALS
02/08/12	ZONING APPLICATION	OU
03/19/17	CITY COMMENTS	OU

SITE PLANNER: DU
SITE DEV. COORDINATOR: MK

THE HOME DEPOT PLANO, TX
1801 W. PARKER ROAD

ZONING CASE NO. 2012-14
OF PROJECT NUMBER 20110662.0



ZONING EXHIBIT

DATE: May 8, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 7, 2012

**AGENDA ITEM NO. 9 - PUBLIC HEARING
ZONING CASE 2012-15
APPLICANT: DALLAS PROVIDENCE HOMES**

Request for a Specific Use Permit for Household Care Institution on 1.8± acres located at the northwest corner of K Avenue and 18th Place. Zoned Retail with Heritage Resource Designation-17 and Specific Use Permit #27 for Heating and Air Conditioning Shop.

APPROVED: 5-1 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 0

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

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

STIPULATIONS:

Recommended for approval as submitted.

The Commissioner voting in opposition was concerned that the Household Care Institution use definition allows for a broad range of residents with various needs or services, and that this location would not be appropriate for all residents. Additionally, the Commissioner expressed concerns that the existing Retail district development regulations are not sufficient to restrict the size of future buildings on the site.

EH/dw

xc: William Cate
Mark Hagan, Dallas Providence Homes, Inc.

CITY OF PLANO
PLANNING & ZONING COMMISSION

May 7, 2012

Agenda Item No. 9

Public Hearing: Zoning Case 2012-15

Applicant: Dallas Providence Homes

DESCRIPTION:

Request for a Specific Use Permit for Household Care Institution on 1.8± acres located at the northwest corner of K Avenue and 18th Place. Zoned Retail with Heritage Resource Designation-17 and Specific Use Permit #27 for Heating and Air Conditioning Shop.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for Household Care Institution. The subject property is zoned Retail (R) with Heritage Resource Designation-17 and Specific Use Permit #27 for Heating and Air Conditioning Shop. A household care institution is defined as a facility that provides residence and care to more than eight persons, regardless of legal relationship; who are elderly, disabled, orphaned, abandoned, or neglected children, victims of domestic violence, convalescing from illness, or rendered temporarily homeless due to fire, natural disaster, or financial setback. Where applicable, a household care institution shall have appropriate licensing and/or registration by the State of Texas.

The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing. A heritage resource designation provides for the preservation of those areas, places, buildings, structures, works of art, and other objects having significant historical, archaeological, or cultural interests and values which reflect the heritage of the city of Plano. The purpose and intent of a SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established.

The property to the west of the area of request, across the DART railroad tracks, is zoned Single-Family Residence-7 (SF-7) and is developed as single-family residential homes. To the north is Fire Station #1 zoned R, and to the east, across K Avenue, the

land is zoned R and is developed as a shopping center. To the south, across 18th Place, the property is developed as general offices, and is zoned Downtown Business/Government (BG).

The subject property has frontage on K Avenue and 18th Place and will gain access from these streets. Currently, there is a converted historic home on the site which will be used to provide office space for staff. The applicant intends to construct buildings to house residents on the vacant property. The proposed household care institution use is complimentary with the nearby residential zoning to the west, and residents would benefit from the subject property's proximity to retail shopping centers and nearby schools, as well as the Downtown Plano transit center which includes bus and light-rail transportation options. For these reasons, staff believes this is an appropriate location for a household care institution.

RECOMMENDATION:

Recommended for approval as submitted.



19TH STREET

Area of Request

19TH STREET

18TH PLACE

J AVENUE

K AVENUE

18TH STREET



Source: City of Plano, Planning Dept.
Date: May, 2012

Zoning Case 2012-15

Zoning Case 2012-15

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 626 so as to allow the additional use of Household Care Institution on 1.8± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the northwest corner of K Avenue and 18th Place, in the City of Plano, Collin County, Texas, presently zoned Retail with Heritage Resource Designation-17 and Specific Use Permit No. 27 for Heating and Air Conditioning Shop; 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.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 29th day of May, 2012, for the purpose of considering granting Specific Use Permit No. 626 for the additional use of Household Care Institution on 1.8± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the northwest corner of K Avenue and 18th Place, in the City of Plano, Collin County, Texas, presently zoned Retail with Heritage Resource Designation-17 and Specific Use Permit No. 27 for Heating and Air Conditioning Shop; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 29th day of May, 2012; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 626 for the additional use of Household Care Institution on 1.8± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the northwest corner of K Avenue and 18th Place in the City of Plano, Collin County, Texas, presently zoned Retail with Heritage Resource Designation-17 and Specific Use Permit No. 27 for Heating and Air Conditioning Shop, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 626 for the additional use of Household Care Institution on 1.8± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the northwest corner of K Avenue and 18th Place, in the City of Plano, Collin County, Texas, presently zoned Retail with Heritage Resource Designation-17 and Specific Use Permit No. 27 for Heating and Air Conditioning Shop, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

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

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

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

PASSED AND APPROVED THIS THE 29TH DAY OF MAY, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2012-15

BEING all that certain lot, tract or parcel of land situated in the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas and being part of Block 1, of the Original Donation to the City of Plano, Texas, same being part of a tract of land conveyed to Wall-Robbins House LLC, by deed recorded in Volume 6022, Page 633 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found in the west right-of-way line of Avenue K (State Highway 5) (100-foot right-of-way) and being the southeast corner of Main Fire Station, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume H, Page 744 of the Deed Records of Collin County, Texas, same being the northeast corner of said herein described tract;

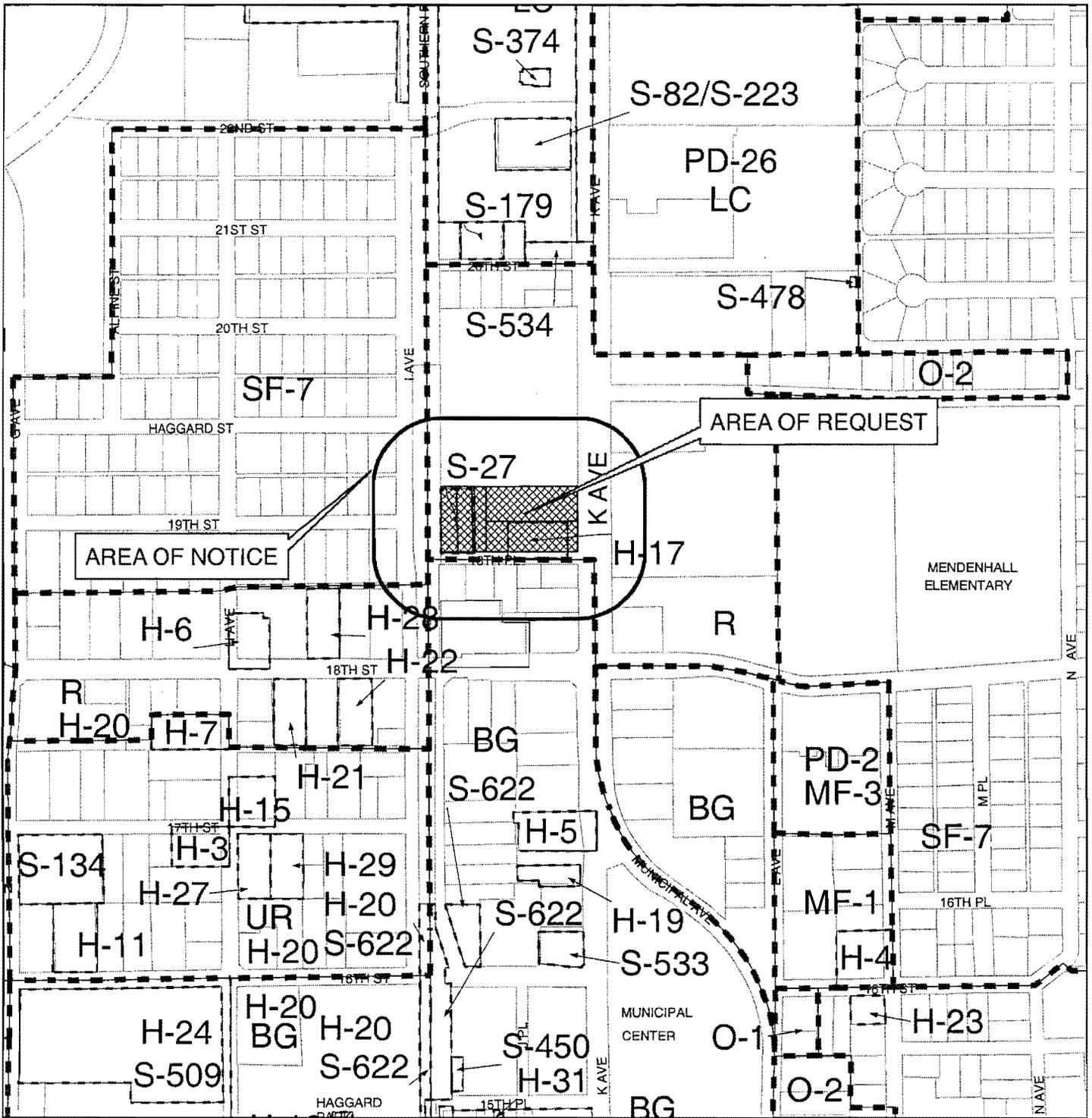
THENCE South, 00° 33' 55" West, along the west right-of-way line of said Avenue K a distance of 180.98 feet to a point for corner, same being the easterly most southeast corner of said herein described tract;

THENCE South, 45° 33' 55" West, along the northwest line of said corner clip, a distance of 14.21 feet to a 5/8-inch iron rod found in the north right-of-way line of 18th Place (40-foot right-of-way);

THENCE North, 89° 41' 12" West, along the north right-of-way line of said 18th Place a distance of 405.06 feet to a 1/2-inch iron rod found in the east line of Southern Pacific Railroad (DART), same being the southwest corner of said herein described tract;

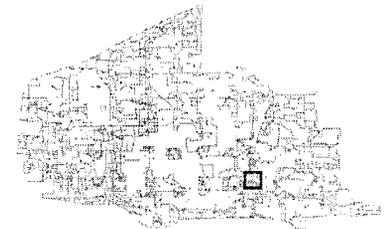
THENCE North, 00° 35' 55" East, along the east line of said Southern Pacific Railroad a distance of 192.83 feet to a concrete monument found at the southwest corner of said Main Fire Station, same being the northwest corner of said herein described tract;

THENCE South 89° 26' 05" East, along the south line of said Main Fire Station tract a distance of 415.00 feet to the POINT OF BEGINNING and CONTAINING 58,154 square feet or 1.83 acres of land.



Zoning Case #: 2012-15

Existing Zoning: RETAIL w/HERITAGE RESOURCE DESIGNATION #17 & SPECIFIC USE PERMIT #27



○ 200' Notification Buffer



