

CITY COUNCIL

1520 AVENUE K



DATE: 6/13/2011

CALL TO ORDER: 7:00 p.m.

INVOCATION: Dr. Leon Aduddell
First Baptist Church Plano

PLEDGE OF ALLEGIANCE: Plano Chapters of The Sons of the American
Revolution & The Daughters of the American
Revolution

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PRESENTATION: 3rd Place Neighborhoods, USA Neighborhood Program Award</p> <p>PRESENTATION: Outstanding Achievement in Local Government Innovation Award</p> <p>PROCLAMATION: Motorcycle Safety and Awareness Month</p> <p>SPECIAL RECOGNITION: Ann Tucker, "Planning a City" Team Sponsor</p> <p>SPECIAL RECOGNITION: Diane Zucco, Lone Star Chapter Clerk of the Year</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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u></p> <p>(a) May 18, 2011 May 19, 2011 May 23, 2011 May 31, 2011</p> <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) Bid No. 2011-175-B for Communications Parkway from Spring Creek Parkway to Tennyson Parkway to Mario Sinacola & Sons Excavating, Inc. in the amount of \$2,020,795 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2011-121-B for the purchase of Installation of Anti-Freezing Drinking Fountains for the Parks and Recreation Department to R & S Commercial Services, LP in the amount of \$70,939 and authorizing the City Manager to execute all necessary documents.</p> <p>(d) CSP No. 2011-108-C for a one (1) year revenue generating contract with four (4) City optional renewals for Collection Services and Verification of Financial Responsibility Services for the Municipal Court Department to Municipal Services Bureau in the estimated amount of \$113,445 and authorizing the City Manager to execute all necessary documents.</p> <p>(e) RFP No. 2011-157-C for a one (1) year contract with five (5) City optional renewals for Fleet Fuel Card & Related Services to Mansfield Oil Company in the estimated amount of \$4,215,000 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>(f) RFQ 2010-179-B for New Technology Services Data Center Phase I & II Design, Project No. 6119, Bldg. No. 3, for Public Works to Alliance Architects, Inc., in the amount of \$447,814; and authorizing the City Manager to execute all necessary documents.</p> <p>(g) To approve a contract for the purchase of professional services to KEDAR Information Technologies, Inc., for a Business Process Mapping (BPM) Project for the Building Inspection, Property Standards and Planning Departments, in the amount not to exceed \$137,632 and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	<p>To approve a contract made and entered into by and between the City of Plano and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's June 18, 2011 Runoff Election in the estimated amount of \$59,155.</p>	
	<p>Approval of Change Order</p>	
(i)	<p>To TDI International dba TDI Golf increasing the contract by \$87,973 for the Pecan Hollow Golf Course Renovation, Project 5922, Change Order No. 8. Original Bid No. 2010-169-B.</p>	
	<p><u>Adoption of Resolutions</u></p>	
(j)	<p>To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Chisholm Trail has been dedicated for public park and recreational uses; and providing an effective date.</p>	
(k)	<p>To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Legacy Trail has been dedicated for public park and recreational uses; and providing an effective date.</p>	
(l)	<p>To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Oak Point Park and Nature Preserve has been dedicated for public park and recreational uses; and providing an effective date.</p>	
(m)	<p>To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Preston Ridge Trail has been dedicated for public park and recreational uses; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(n)	To approve the Investment Portfolio Summary for the quarter ending March 31, 2011 and providing an effective date.	
(o)	To approve the execution of a waiver releasing the allocation of Qualified Energy Conservation Bond (QECCB) to the State of Texas for reallocation; and providing an effective date.	
(p)	To rescind the prior action by the City Council on January 24, 2011 approving the First Amended Tax Abatement Agreement between City of Plano and Air System Components, Inc. and Plano Tech Partners, LP; adopting a revised First Amended Tax Abatement between the same parties and authorizing its execution by the City Manager; and providing an effective date.	
(q)	To approve the terms and conditions of a First Amendment of the Economic Development Incentive Agreement by and between the City of Plano, Texas and MedAssets Net Revenue Systems, LLC., a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date.	
(r)	To find Officer Paul Malcom is entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Michelle Lucille Spikin v. City of Plano, Texas and Paul Malcom ; and providing an effective date.	
(s)	To find that Thomas Muehlenbeck, Bruce D. Glasscock, Mark Israelson, Scott Neumeyer, Douglas Angle, Chad Beougher, Jamal Murray, Courtney Perot, Pete Gabriel, Jennifer Day, Gregory W. Rushin, Paul McNulty, Richard Perez, Joseph Claggett, Earnest Oldham, Eddie DeLeon and Glen Kaletta are entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Jay S. Cooper v. City of Plano, Texas, et al. and providing an effective date.	
(t)	<p><u>Adoption of Ordinances</u></p> <p>To transfer the sum of \$72,951 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing additional funds for the estimated costs associated with conducting a Runoff Election on June 18, 2011 to fill the Place 7 City Council position; amending the budget of the City and Ordinance 2010-9-8; declaring this action to be a case of public necessity; and providing an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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)	Discussion and Direction regarding Code of Ordinances Amendment Pertaining to Sale of Alcohol	
(2)	Consideration of a Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between Interactive TKO, Inc., a Delaware corporation, and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	
(3)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-12, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 610 so as to allow for a Trade/Commercial School on 0.1± acre of land located 575± feet west of Custer Road and 300± feet south of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-90-Retail; 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: Weingarten Realty, Inc.	
(4)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-13 to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to a religious facility operated or sponsored onsite homeless shelter; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano	
(5)	<p>Discussion and Direction regarding Arts of Collin County</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**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:		06/13/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: 3 rd Place Neighborhoods, USA Neighborhood Program Award				
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	



**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:		06/13/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: Outstanding Achievement in Local Government Innovation Award				
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	



**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:		06/13/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: Motorcycle Safety and Awareness Month				
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	



**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:		06/13/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
SPECIAL RECOGNITION: Ann Tucker Retirement				
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	



**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:		06/13/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
SPECIAL RECOGNITION: Diane Zucco, Clerk of the Year				
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
SPECIAL CALLED SESSION
May 18, 2011**

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

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

Mayor Dyer called the meeting to order at 7:00 p.m., Wednesday, May 18, 2011, in the Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Members LaRosiliere and Callison.

Opening Remarks

City Manager Glasscock spoke to the session as a continuation of departmental updates regarding operations and the impact of reductions taken over the last three years.

Library Department Update

Director of Libraries Ziegler spoke to check-outs exceeding 3 million in fiscal year 2009-10 and the patron traffic count at 1.6 million indicating that while services are provided online, the libraries are still a place where people come to share public space. She spoke to the hold process which is greatly valued by customers and advised that in 2010 there were over 400,000 sessions on public computers as they provide access to those who lack online access. Ms. Ziegler spoke to increases in attendance at program sessions and continued efforts to seek partnerships to build resources. She spoke to efficiencies: self-service print/computer management system, combined clerk and page positions, automated purchasing, self check-in, elimination of mailed hold/overdue notices relying solely on email and automated phone calls, centralized materials selection, implementation of self-checkout machines, installation of bin sorters to speed inventory turn, and implementation of self-serve fax service. Ms. Ziegler spoke to service delivery changes including elimination of some programs and the closing of book drops when the library is not open. She spoke to challenges including the decrease in grant funding, increased costs of support contracts for hardware/software, staff morale, decreases in staffing and the number of employees eligible to retire in the near future.

Ms. Ziegler spoke to potential reductions including closure of the Municipal Reference Library, further limits on checkouts and reduced operating hours. She advised that the budget for books includes not only paper editions, but cd's, downloadable audio and large print materials and spoke to upcoming changes such as: "floating" collections, wireless access for patrons and upgrading software. Ms. Ziegler responded to Mayor Pro Tem Dunlap regarding large attendance at story time sessions and use of facilities by teens and retired citizens. She spoke to citizen concerns related to self-checkout and spoke to approximately 25% of users being non-City residents with 2% non-Collin County residents. Ms. Ziegler reviewed services provided as a partner City in the county, advising that it widens the collection available to patrons by including other municipalities and spoke to the use of holds (limited at 20) as offering a cost savings to patrons. She spoke to a 50 item limit on checkouts, librarian services for reference and programming rather than checkout, receipt of county funds in the amount of 38 cents per person and reviewed the non-reciprocity cities. She advised regarding the cost to purchase a City of Dallas library card for a non-resident and introduced management staff. City Manager Glasscock spoke to a future project offering free Wi-Fi service at libraries beginning on October 1.

Planning Department Overview

Planning Manager Firgens advised that the department is comprised of the Planning Division, Community Services Division and Geographic Information System (GIS) Division, has a total budget of \$6.4 million and receives a majority of funding through the General Fund (56%) and federal grants (30%). She spoke to the core services of the Planning Division including processing and review of zoning requests, site plans and plats; administration of tree preservation regulations; maintaining/implementing the Comprehensive Plan; performing special studies; providing customer assistance; monitoring and analyzing demographic and economic trends; administering heritage resource program; and supporting the Planning and Zoning Commission and Heritage Commission. Ms. Firgens spoke to review of 289 plans in FY 2009-10 with 420 estimated in FY 2010-11.

Community Services Manager Day spoke to core services including: providing rehabilitated and new housing for low to moderate income residents and assisting first-time homebuyers; facilitating social service funding to agencies assisting low to moderate income residents; providing \$1 per capita for social service funding; collaborating with other City departments to identify issues of neighborhood decline; providing information regarding City services and assisting with resolving neighborhood issues; operating the Day Laborer Center; and supporting the Community Relations Commission. She spoke to future concerns regarding the loss of federal funds for grant programs.

GIS Manager Reynolds spoke to core services including: maintaining citywide maps and data for infrastructure, department applications and citizens; managing the GIS hardware/software; providing training as support for users; assisting citizens and consultants with utility plans and engineering information; and maintaining engineer documents in paper and electronic format. He spoke to the division offering a standard base for all mapping throughout the City and coordinating address information for emergency response. Mr. Reynolds advised that for FY 2010-11 he anticipates 400,000 maintenance changes, 1200 maps and projects, 2,500 customer service responses and support of 15 applications. He spoke to routing of Property Management Staff in the most effective manner through mapping applications.

Ms. Firgens spoke to budget reductions in the last three years of approximately \$300,000 each year, elimination of project tracking software, downtown kiosk, GIS consulting assistance, Oracle Gateway, travel/training, various positions including a long-range manager, downtown planner and GIS database administrator, reductions in Buffington Community Service Grants and an unfilled Planning Technician position. She spoke to the impact of reductions including less efficient customer service and processing of projects; staff absorption of additional duties; loss of expertise; less project oversight and support of long-range planning, downtown projects, and neighborhood programs; and less home rehabilitation. Ms. Firgens spoke to cost-savings including in-house training, leveraging community volunteers, printing maps on-demand, and web publication of documents. She spoke to issues on the horizon: increasing development/zoning activity due to redevelopment; post development storm water permit compliance; aging neighborhoods and retail centers; additional assistance to Property Standards; growing social service needs; additional need for GIS support; historical designation of post-WWII structures and analysis and impact of the 2010 Census.

Mr. Reynolds spoke to having developers and departments request specific map information through the department to clarify content and Ms. Firgens spoke to zoning ordinances posted to the web site. Mayor Pro Tem Dunlap spoke to the benefits of interactive materials allowing developers and architects to research properties online.

Building Inspections Department Overview

Chief Building Official Mata spoke to ensuring structures meeting recognized standards for quality of life and safety, reviewed the adopted codes and ordinances utilized and enforced, and advised that the department is made up of Permit Services and Inspection Services. He spoke to technicians that process approximately 62 permits/day and visit with 53 walk-in customers/day and advised regarding the review process (two working days for residential and ten working days for commercial). He spoke to inspection services handling 52,000+ /year including those for same day or Saturdays with fees required and to cross-training staff to do plans review. Mr. Mata spoke to reductions in services provided to the City of Murphy through an interlocal agreement, and to department support of the Building Standards Commission and Board of Adjustment. He spoke regarding positions reduced from 2008-2010 (13 full-time and 4 part-time) and to elimination of courtesy same-day inspections for water heaters and furnaces and delinquent contractor notifications, staggered lunch hours and a closing of the satellite office at Davis Library. Mr. Mata spoke to trends toward more increased interior finish outs on commercial properties and to remodeling of residential units. He spoke to plans for efficiency including: express permitting, cross-training, licensing inspectors for plumbing, reducing the number of inspections for the City of Murphy, increases in fees, and creation of the Temporary Certificates of Occupancy. Mr. Mata spoke to utilization of a citizen notification system for water heater inspections, digital scanning of building records, use of document imaging, infrared thermo graphic gun (grant funded) and smart pad electronic devices (grant funded). He advised that future issues include increased drive times, supervisory staff and managers performing additional duties, loss of knowledge/expertise, changes in codes and methods of construction.

Mr. Mata spoke to notification processes and advised that Staff would look into further use of email systems. He advised regarding reduction in the number of contractors and remodelers luncheons and attendance at the sessions and spoke to fees collected through the interlocal agreement with the City of Murphy.

Public Information Department Overview

Director of Public Information Conklin spoke to the department's services revolving around originating content, supporting other departments and disseminating information. She spoke to reduction/streamlining of Staff, reduced revenues and restructuring resulting in difficulty managing the City logo and publication content, City/citizen increased reliance on website use, reduction in large-scale publication, inability to refresh video graphics and moving the street banner program in-house. Ms. Conklin spoke to establishing and maintaining effective communications through web design, multi-voice formatting on the home page, social media outreach, PTN programming enhancements, Citizen Response Management through mobile application, City Staff media training and use of the Planopedia employee web/telephone sites. She responded to the Council, advising that there is feedback from citizens when programming is changed and spoke to the loss of a ten-year grant from Time Warner Cable. Ms. Conklin spoke to restrictions on expenditures and possible changes through legislation and responded to Deputy Mayor Pro Tem Miner regarding services provided to the hearing or visually impaired. She spoke to the services provided including broadcast of live meetings and streaming video, timely and accurate posting of items to the web site (1453 pages/13868 documents), and to efficient provision of services. Ms. Conklin spoke to work with other departments to provide information to the public regarding road construction, weather updates, and facility dedications. She spoke to challenges of employee morale and motivation and staying current with the public's perception of government communications. Mayor Dyer and Mayor Pro Tem Dunlap thanked Staff for their efforts.

Conclusion/Next Steps

City Manager Glasscock advised that he has not yet reviewed budgets for the next fiscal year and that any eliminations discussed are recommendations at this time.

Nothing further was discussed. Mayor Dyer adjourned the Session at 9:19 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT THREE
May 19, 2011**

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

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

The Plano City Council met informally at 7:06 p.m., Thursday, May 19, 2011, at Plano Sports Authority StarCenter, 6500 Preston Meadow, Plano, Texas. All Council Members were present with the exception of Council Member LaRosiliere. Mayor Dyer welcomed those in attendance and introduced Council and Staff. He spoke regarding the structure of the Council where all members represent citizens across the City.

FY 2010-2011 Budget Forecast

Director of Budget and Research Rhodes-Whitley spoke to budget adjustments taken since 2008 including reductions of \$32.5 million from the General Fund, \$2.5 million in increased revenues from fees and fines, adoption of a 1.51 cent tax increase to 48.86 cents to cover additional debt requirements, and elimination of 129 full-time and 17 part-time positions. She spoke to work on the current budget and forecast changes, advising that the preliminary assessed property values indicate that existing values are flat and new property is \$200 million versus \$300 million projected; the City will receive a settlement from Oncor totaling \$790,000 for FY 2011-12 and \$525,000 for FY 2012-13; court fines are anticipated to be up by \$1 million; and sales tax collections are up by \$2.7 million. Ms. Rhodes-Whitley reviewed the budget calendar and spoke to the City's annual budget and past reductions. City Manager Glasscock advised that the City's retirement fund is in a sound position with 80% funding. Deputy City Manager Ross spoke regarding modification of part-time benefits and Mayor Dyer spoke to funds received from sales tax collected in the City.

Economic Development Progress Report

Plano Economic Development Board Director Bane spoke to creating job opportunities, diversifying the economic base to cushion against economic shock, and increasing the tax base. She spoke to contributions made by companies and efforts of the Economic Development Board through outreach and recruitment; retention and expansion; and marketing and redevelopment. Ms. Bane reviewed recent projects, industry targets, utilization of the web site, challenges and opportunities. Ms. Rhodes-Whitley spoke to the tax base comprised of 52% commercial and 48% residential properties and the decline in business-to-business sales tax revenues. Ms. Bane spoke to companies “branding” themselves with the City of Plano, opportunities for redevelopment and infill as the City builds out, and potential for more development by current corporations. Mayor Dyer spoke to the significant commercial properties still available for development.

Community Investment Projects (CIP) – District 3

- **Spring Creek/Independence Intersection Status Report**
- **Spring Creek/Custer Intersection Status Report**
- **Improvements/Street Repairs – District 3**

Director of Public Works Cosgrove spoke to recently completed projects including the single point urban interchange at US 75 and Parker Road, railroad quiet zones, Preston Road and Legacy Drive Intersection, Ridgeview Drive – Independence Parkway to Coit Road, Spring Creek Parkway Rehabilitation, and Coit Road and Legacy Drive Intersection. He advised regarding projects under construction including the Custer Road Rehabilitation and future projects including the Park Estates Water Rehabilitation, Russell Creek Sewer Line Rehabilitation and erosion control – London and Creekside. Mr. Cosgrove spoke to intersection improvements along the Spring Creek Parkway Corridor, Legacy Drive Corridor and at the Hedgcoxe/Coit intersection. He spoke to pavement repair on Alma Road (15th Street to Hedgcoxe), Independence Parkway (SH190 to SH121) and Coit Road (Spring Creek Parkway to SH121). Mr. Cosgrove responded to citizens regarding the normalization of Spring Creek Parkway intersections at Independence Parkway and Custer Road, removal of the arch in the roadway, and advised that there will be a “Texas u-turn” at the Coit Road intersection. He spoke to repairing failed pavement in areas of the City, issues related to the region’s soil which result in cracking of pavement, and stated that there are currently no curbs scheduled for replacement in the district. He spoke to asphalt as a temporary repair until permanent improvements are installed.

Carpenter Park Recreation Center Update

Recreation Services Manager Hall spoke regarding additions including a 5,000 square-foot fitness area, new locker rooms, family changing room, and additional parking. She spoke to renovations including improved restrooms, gymnastics viewing area, multi-purpose room, lobby renovation, and general improvements. Ms. Hall spoke to future additions and a projected reopening of the facility in late summer 2011. She responded to citizens regarding consideration of packaged prices for services.

Mayor Dyer responded to a citizen inquiry regarding single-member districts and advised that the Council will consider the Arts of Collin County following a canvass of the election held in the City of Frisco. Mayor Dyer thanked those in attendance. The session was closed at 8:26 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
MAY 23, 2011**

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

Council Members Elected

Pat Miner
André Davidson
James Duggan

Designation of Mayor Pro Tem and Deputy Mayor Pro Tem

Pat Miner, Mayor Pro Tem
Lissa Smith, Deputy Mayor Pro Tem

STAFF

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

Mayor Dyer called the meeting to order at 5:02 p.m., Monday, May 23, 2011, in the Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present. The following matters were discussed.

Resolution No. 2011-5-9(R): To canvass the election returns of the General Election of May 14, 2011, for the election of four members of Council (Places 1, 3, 5 and 7) for a term of three years; declaring the results; and resolving other matters on the subject.

City Secretary Zucco read the number of votes received by for and against each candidate along with the sum total of votes.

Upon completion of the canvass, Council Member LaRosiliere stated that the election returns of the General Election have been canvassed and that all votes are accounted for as certified by the Elections Administrator of Collin County, with a total of 7,239 City ballots cast and further made a motion to adopt a resolution to approve the canvass of General Election returns of May 14, 2011, and declaring that Pat Miner was elected to Place One, André Davidson was elected to Place Three, and James Duggan was elected to Place Five for a period of three years; and further to adopt Resolution No. 2011-5-9(R). Council Member Callison seconded the motion and the Council voted 8-0. The motion carried.

Oaths of Office for newly-elected Council Members

City Secretary Zucco administered the oaths of office to elected Council Members Miner, Davidson, and Duggan and Mayor Dyer presented them with their Certificates of Election after which time they assumed their seats at the dais.

Recognition of Outgoing Council Member LaRosiliere

Mayor Dyer recognized the service of Council Member LaRosiliere.

Ordinance No. 2011-5-10: To order a Runoff Election to be held on June 18, 2011, for the purpose of electing one Member of Council to Place No. 7; to the City Council to hold office for a period of three years; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date.

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member Callison, the Council voted 8-0 to order a Runoff Election to be held on June 18, 2011, for the purpose of electing one Member of Council to Place No. 7; to the City Council to hold office for a period of three years; and further to adopt Ordinance No. 2011-5-10.

Mayor Dyer stated at 5:17 p.m. 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; discuss Real Estate, Section 551.072; Personnel, Section 551.074; and to receive information regarding Economic Development, Section 551.087 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 6:41 p.m.

Consideration and action resulting from Executive Session discussion: Mayor Pro Tem and Deputy Mayor Pro Tem

Upon a motion made by Council Member Harris and seconded by Council Member Callison the Council voted 8-0 to designate Pat Miner as Mayor Pro Tem and Lissa Smith as Deputy Mayor Pro Tem.

Customer Response Management System and Mobile Application Tool

This item was deferred until June 13, 2011.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Staff requested that Consent Agenda Item “K,” an ordinance to transfer the sum of \$433,263 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for a settlement agreement between the City and the United States of America through the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement be removed for individual consideration.

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 23, 2011

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer convened the Council into the Regular Session on Monday, May 23, 2011, at 7:04 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Council Member Dunlap and Mayor Dyer led the Pledge of Allegiance.

Mayor Dyer presented proclamations recognizing National Historic Preservation Month and Taiwanese-American Heritage Week. Karen E. Mitchell of the Senior Citizens Advisory Committee, was not in attendance for an oath of office.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon the request of Staff, Consent Agenda Item “K” was removed for individual consideration.

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

Approval of Minutes (Consent Agenda Item “A”)
May 4, 2011
May 9, 2011

Approval of Expenditures

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

Bid No. 2011-52-C for a one (1) year contract with three (3) City optional renewals for the Median and Right-of-Way Landscape Maintenance for the Parks and Recreation Department to Good Earth Corporation in the amount of \$84,740 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Bid No. 2011-99-C for a one (1) year contract with three (3) City optional renewals to purchase preformed thermoplastic pavement marking and sealer for Public Works from Flint Trading, Inc. in an estimated amount of \$93,566 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

Purchase from an Existing Contract

To approve a contract for the purchase of support and maintenance for a one (1) year contract with two (2), one (1) year City optional renewals for J. D. Edwards Software Applications, in the amount of \$125,280 from Oracle America, Inc., through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-VPC-03-018) (Consent Agenda Item "D")

Approval of Contract Modification

To approve the First Addendum of the Technical Service Support Agreement by and between the City of Plano (Fire Department) and Physio-Control, Inc., to add an existing inventory of Lifepak 12 and Lifepak 500 AED units for maintenance and consumables, for the remainder of the five (5) year term (7/24/10 - 7/23/15) in the additional amount of \$93,924 payable in annual installments. (Consent Agenda Item "E")

Adoption of Resolutions

Resolution No. 2011-5-11(R): To repeal prior Council action approving the contract with AT&T Mobility for Wireless Voice and Data Services on December 7, 2010; approving a new contract for Wireless Voice & Data Services from AT&T Mobility National Accounts L.L.C. d/b/a AT&T Mobility in an amount not to exceed \$525,000; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "F")

Resolution No. 2011-5-12(R): To approve the terms and conditions of a First Amendment to Development Agreement by and between the City of Plano, Texas, and Tenth Street Plano, L.P.; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "G")

Resolution No. 2011-5-13(R): To approve the settlement agreement between the City of Plano and the United States of America, acting through the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “H”)

Adoption of Ordinances

Ordinance No. 2011-5-14: 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. (Consent Agenda Item “I”)

Ordinance No. 2011-5-15: To approve a negotiated resolution between the Steering Committee of Cities Served by Oncor (“Steering Committee”) and Oncor Electric Delivery Company LLC (“Oncor” or “Company”) regarding the Company’s application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the Company to reimburse cities’ reasonable ratemaking expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Oncor’s proof of revenues; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the Company and the Steering Committee’s legal counsel. (Consent Agenda Item “J”)

Ordinance No. 2011-5-16: To repeal Ordinance No. 84-9-26 codified as Article II, Heliports; Helistops, to Chapter 5, Aviation, of the City of Plano Code of Ordinances and providing an effective date. (Consent Agenda Item “L”)

END OF CONSENT

Ordinance No. 2011-5-17: To transfer the sum of \$433,263 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for a settlement agreement between the City of Plano and the United States of America acting through the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement; amending the budget of the City and Ordinance 2010-9-8; declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item “K”)

City Manager advised that a revision has been made to clarify appropriations for the General Fund in the amount of \$197,057,891.

Ordinance No. 2011-5-17 (cont'd)

Upon a motion made by Council Member Dunlap and seconded by Council Member Davidson, the Council voted 8-0 to transfer the sum of \$433,263 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for a settlement agreement between the City of Plano and the United States of America acting through the United States Department of Justice regarding a dispute concerning ambulance billing for Medicare/Medicaid reimbursement; and further to adopt Ordinance No. 2011-5-17 as revised.

The following two items were read concurrently.

Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2011-04 - Request to rezone 20.3± acres located at the southwest corner of State Highway 121 and Parkwood Boulevard from Commercial Employment and Central Business-1 to Planned Development-Commercial Employment. Zoned Commercial Employment and Central Business-1/State Highway 121 Overlay District. Tabled 04/25/11. Applicant: USL Frisco II, LLC (Regular Agenda Item "1")

Consideration of an Appeal of the Planning & Zoning Commission's Denial of the Concept Plan for Parkwood Village, Block A, Lots 1 & 2 - Retail, restaurants and 400 multifamily units on two lots on 20.3± acres located at the southwest corner of Parkwood Boulevard and State Highway 121. Zoned Commercial Employment and Central Business-1/State Highway 121 Overlay District. Tabled 04/25/11 Applicant: USL Frisco II, LLC (Regular Agenda Item "2")

Upon a motion made by Council Member Dunlap and seconded by Mayor Pro Tem Miner, the Council voted 8-0 to remove Regular Agenda Items "1" and "2" from the table.

Planning Manager Firgens advised that the applicant has requested the items be withdrawn.

Upon a motion made by Council Member Dunlap and seconded by Deputy Mayor Pro Tem Smith, the Council voted 8-0 to accept the applicant's withdrawal of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2011-04 - Request to rezone 20.3± acres located at the southwest corner of State Highway 121 and Parkwood Boulevard from Commercial Employment and Central Business-1 to Planned Development-Commercial Employment

Upon a motion made by Council Member Dunlap and seconded by Council Member Callison, the Council voted 8-0 to accept the applicant's withdrawal of an Appeal of the Planning & Zoning Commission's Denial of the Concept Plan for Parkwood Village, Block A, Lots 1 & 2 - Retail, restaurants and 400 multifamily units on two lots on 20.3± acres located at the southwest corner of Parkwood Boulevard and State Highway 121.

Public Hearing and adoption of Ordinance No. 2011-5-18 as requested in Zoning Case 2011-08 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 8.8± acres located on the south side of 14th Street, 174± feet east of Star Court in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Planned Development- 218-Single-Family Residence-6; 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: Sammy Jibrin (Regular Agenda Item “3”)

Planning Manager Firgens advised the Council that the Planning and Zoning Commission recommended approval of the request with the following restrictions:

The permitted uses and standards shall be in accordance with the Single-Family Residence-6 (SF-6) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. Minimum lot depth shall be 90 feet.
2. Minimum side yard setback shall be six feet except corner lots shall have a minimum 15 foot side yard setback on the street side.

Ms. Firgens spoke to the rezoning of other property in the area to single-family residence and the Commission’s work identifying this location as appropriate for residential development. She responded to Council Member Harris, advising that there could be some conflicts with the proximity of the police gun range.

Mayor Dyer opened the Public Hearing. Sharon Barbosa of Barbosa Professional Services, representing the applicant, spoke to other residentially zoned properties in the area, planned use of noise attenuation methodologies to be sure residents are protected from noise and requested Council approval. She responded to Mayor Pro Tem Miner regarding her involvement in development of properties near DFW Airport. No one else spoke for or against the request. The Public Hearing was closed.

City Manager Glasscock responded to Council Member Harris regarding the future of the gun range as residential development expands in the area, advising that enclosure of the police may be an option and that current cost estimates are \$1 million. Mayor Pro Tem Miner spoke to the lack of complaints from current residents and the proposal being similar to those previously approved. Council Member Davidson spoke to the proximity of Otto Middle School resulting in more residential zoning.

A motion was made by Mayor Pro Tem Miner and seconded by Council Member Dunlap, to rezone 8.8± acres located on the south side of 14th Street, 174± feet east of Star Court in the City of Plano, Collin County, Texas, from Planned Development-202-Research/Technology Center to Planned Development- 218-Single-Family Residence-6 as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2011-08; and further to adopt Ordinance No. 2011-5-18. The Council voted 7 -1 with Council Member Harris voting in opposition. The motion carried.

Public Hearing and adoption of Ordinance No 2011-5-19 as requested in Zoning Case 2011-09 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 1.1± acres located on the north side of 11th Street, east and west of E Avenue in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-219-General Residential; 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: Habitat for Humanity of Southern Collin County (Regular Agenda Item “4”)

Planning Manager Firgens spoke to surrounding zoning, the opportunity for new housing in the area, meeting the objectives of the Housing and Infill Housing Policy Statement and the conversion of retail property to residential. Ms. Firgens responded to the Council, advising that the property has been vacant for several years and that the Planning and Zoning Commission recommended approval as follows:

The permitted uses and standards shall be in accordance with the General Residential (GR) zoning district unless otherwise specified herein.

1. Maximum front yard setback on E Avenue shall be 20 feet.
2. No maximum front yard setback is required for lots fronting 11th Street.
3. Side yard setbacks for corner lots fronting 11th Street shall be a minimum ten feet.
4. Minimum lot depth for lots fronting 11th Street shall be 85 feet.
5. Residential Lots fronting 11th Street which are adjacent to a non-residential zoning district shall be permitted to construct a solid fence (minimum 6 feet, maximum 8 feet) within the required front yard of the residential lot along the shared zoning district boundary line.

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

Upon a motion made by Mayor Pro Tem Miner and seconded by Deputy Mayor Pro Tem Smith, the Council voted 8-0 to rezone 1.1± acres located on the north side of 11th Street, east and west of E Avenue in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-219-General Residential; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2011-09; and further to adopt Ordinance No 2011-5-19.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 7:39 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
SPECIAL CALLED SESSION
May 31, 2011**

COUNCIL MEMBERS

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

STAFF

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

Mayor Dyer called the meeting to order at 6:03 p.m., Tuesday, May 31, 2011, in the Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Pro Tem Miner and Council Member Duggan.

Opening Remarks

City Manager Glasscock spoke to the session as a continuation of departmental updates.

Public Works Department Overview

Public Works Director Cosgrove reviewed the variety of services covered by the department including sewer/water infrastructure, facilities management, intersection infrastructure, drainage channels, school zones, and screening walls. He responded to Council Member Harris regarding maintenance responsibilities of the City for screening walls. Mr. Cosgrove spoke to maintenance of storage tanks (elevated and underground) and buildings, 80 capital improvement projects in various stages, a budget of \$30.3 million, and development of online applications. He spoke to divisions of the department with the Traffic Operations addressing signals and signs; Streets and Drainage addressing roadways, storm sewers, channels, and clearing streets in inclement weather; and Utility Operations addressing water lines, 14,000 hydrants, 45,000 water valves, 80,000 water meters, 19,000 backflow devices and conversion of meters to moto-mesh automatic reading.

Mr. Cosgrove spoke to Pumping Facilities addressing storage tanks, water sampling and pump stations; and Construction Inspection and Administration responsible for development of construction plans and inspection of projects. He advised regarding accreditation by the American Public Works Association, participation in FEMA, and cooperation with other departments and outside agencies. Mr. Cosgrove spoke to services provided to the cities of Plano, The Colony and Parker; increased costs to the North Texas Municipal Water District; and review of operations for cost effectiveness. He spoke to the impact of reductions over the past three years including positions eliminated, increased responsibilities of Staff, delays in projects, reduced mowing at facilities, reductions in street sweeping and to the invaluable contributions of volunteers. Mr. Cosgrove spoke to lowering energy consumption at facilities and creation of digital records in the department. He spoke to future considerations including partnerships, maintaining water quality, aging infrastructure/assets, and support provided for various events in the City. He responded to the Council regarding the positive benefits of maintaining facilities and clarified funding for street repairs versus new construction. Mr. Cosgrove advised that no complaints have been received regarding reduced mowing at facilities thus far and to making the best use of volunteers.

Property Standards Department Overview

Property Standards Director O'Banner spoke to alignment of the City into three districts to facilitate inspections and provide core services. She advised regarding reimbursement from demolition services, collections from judicial remedies and activities over the last year including 18,900 phone calls/inquiries, 47,076 property inspections, 2,448 multi-family inspections, 22,564 violation notices, 114 rental registrations, 88,128 miles logged, 1,185 contract work orders, 593 citations, and 379 liens. Ms. O'Banner spoke to addressing visibility triangles, home occupations, outside storage, sidewalk blockage, excessive debris, alleyway access, high grass, fence maintenance and graffiti. She spoke to a 92% rate of compliance, proactive measures and commended citizens for their efforts. Ms. O'Banner spoke to collections for the rental inspection program and work with other City departments and agencies. She advised that the impact of budget reductions are eliminated and reclassified positions, increased responsibilities, and reduced general operations and maintenance. Ms. O'Banner spoke regarding opportunities including the restructuring of "Saturday Sweeps," compressed work schedules, automated route scheduling, use of document imaging technology, on-site multi-family inspection data entry, advanced in-house training and departmental collaboration. She addressed future needs including proactive re-inspection notification, reducing recurring violations, attaining/retaining a full staff, expansion of zone districts, modifying compliance targets, development of a crisis property assessment team and a feasibility study of a single-family inspection program. She spoke to employees as the most valuable asset of the department. City Manager Glasscock spoke to the rate of inspections to citizens averaging 12,000 as compared to other north Texas cities with 14,000 and the impressive percentage of voluntary compliance. Council Member Dunlap spoke to the complexities of the department.

Emergency Management Department Overview

Emergency Management Director Stovall reviewed the department's history as part of the Fire Department in the mid-1980s to establishment as a stand-alone entity following 9-1-1. He spoke to the differences between homeland security (associated with terrorism or border security) versus emergency management (all-hazards based), reviewed the project management approach and provided information on the organization. Mr. Stovall spoke to mandates, training for all employees on the National Incident Management System and community partners. He spoke to the phases of emergency management advising that in the area of mitigation, goals are to update the action plan and strengthen current Continuity of Operations and Government Plans. Mr. Stovall reviewed preparedness/response accomplishments including cooperation with public/private partners and development of a City Comprehensive Emergency Management Plan. He responded to Mayor Dyer regarding grants received and spoke to goals for a public outreach program, updates to management plans and continued partnerships. In the area of recovery, Mr. Stovall spoke to assistance offered to other entities, updates to the Recovery Elements of the Emergency Plan and finalizing of a Post- Disaster Economic Redevelopment Plan. City Manager Glasscock spoke to the complexity of Emergency Management and the readiness of the community. Mr. Stovall responded to Mayor Dyer regarding regional cooperation and advised that homeland security grant funds may be used for regional response.

Conclusion/Next Steps

Nothing further was discussed. Mayor Dyer adjourned the Session at 8:09 p.m.

Phil Dyer, Mayor

ATTEST:

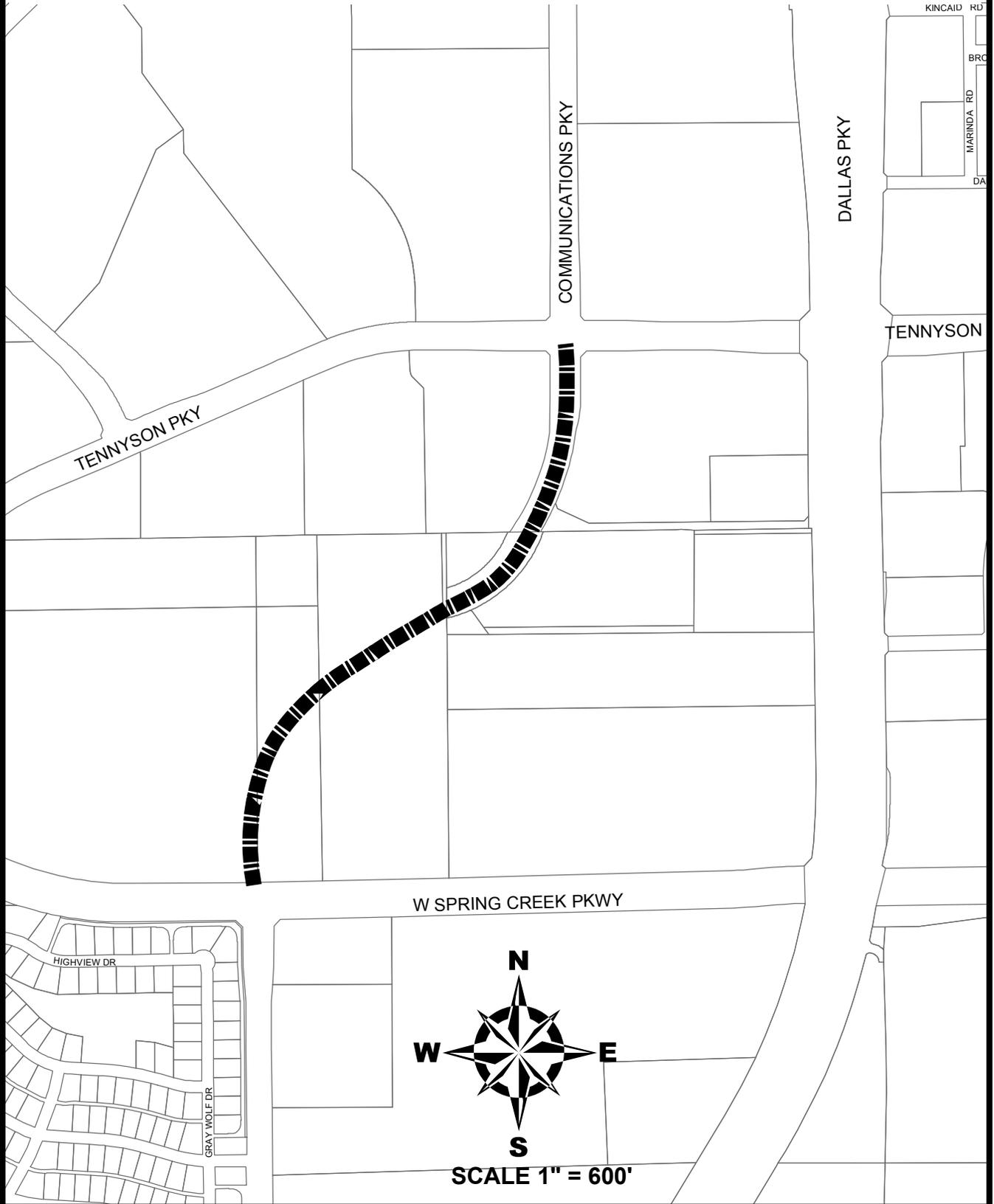
Diane Zucco, City Secretary



**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:		06/13/11		
Department:		Public Works		
Department Head:		Gerald P.Cosgrove		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5625
CAPTION				
Bid No. 2011-175-B for Communications Parkway to Mario Sinacola & Sons Excavating, Inc. in the amount of \$2,020,795 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	684,678	1,164,000	2,460,000	4,308,678
Encumbered/Expended Amount	-684,678	-902,601	0	-1,587,279
This Item	0	-2,020,795	0	-2,020,795
BALANCE	0	-1,759,396	2,460,000	700,604
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the 2010-11 Street Improvement CIP for the extension of Communications Parkway from Spring Creek to Tennyson. This item, in the amount of \$2,020,795, will be encumbered during the current fiscal year and carry forward into the cash allocations of FY 2011-12.</p> <p>STRATEGIC PLAN GOAL: Construction of the paving of a new six lane divided roadway is related to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the Alternate No. 1 (environmentally friendly cement) bid of Mario Sinacola & Sons Excavating, Inc., in the amount of \$2,020,795.05, be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>The second vendor being recommended is Tiseo Paving Co., in the amount of \$2,226,410.63.</p> <p>Engineer's estimate was \$2,700,000.00.</p> <p>The project consists of construction of a new six lane divided roadway for Communications Parkway from Spring Creek Parkway to approximately 800 feet south of Tennyson Parkway along with widening from four to six lanes of another 200 foot section between there and Tennyson Parkway. When combined with existing paving, this project will provide a six lane divided roadway between Spring Creek Parkway and Tennyson Parkway. In addition, the project will include storm drainage, water, sanitary sewer, landscaping and street lighting improvements.</p>				
List of Supporting Documents: Location Map, Bid Summary			Other Departments, Boards, Commissions or Agencies N/A	

COMMUNICATIONS PARKWAY
SPRING CREEK PARKWAY TO TENNYSON PARKWAY
PROJECT NO. 5625



CITY OF PLANO

Bid No. 2011-175-B

**Communications Parkway - Spring Creek Parkway to Tennyson
Parkway - Project No. 5625**

Bid Recap

Bid opening Date/Time: May 20, 2011 @ 3:00 PM

Number of Vendors Notified: 1277

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 8

Vendor Name	Base Bid	Alternate No. 1
Mario Sinacola & Sons	\$ 2,020,795.05	\$ 2,020,795.05
Tiseo Paving	\$ 2,226,410.63	\$ 2,226,410.63
McMahon Contracting	\$ 2,269,524.02	\$ 2,269,524.02
Ed Bell Construction	\$ 2,349,000.00	\$ 2,349,000.00
JRJ Paving	\$ 2,413,012.62	\$ 2,413,012.62
Austin Bridge & Road	\$ 2,586,625.00	\$ 2,586,625.00
Accord Construction Inc.	\$ 2,603,468.97	\$ 2,603,468.97
L.H. Lacy Construction	\$ 2,700,000.00	\$ 2,700,000.00

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Mario Sinacola & Sons

Heather Parkerson

May 25, 2011

Heather Parkerson, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/13/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Bev Rogers ext. 7376				
CAPTION				
Bid No. 2011-121-B for the purchase of Installation of Anti-Freezing Drinking Fountains for the Parks and Recreation department to R & S Commercial Services, LP in the amount of \$70,939 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	173,865	600,000	475,000	1,248,865
Encumbered/Expended Amount	-173,865	-210,035	0	-383,900
This Item	0	-70,939	0	-70,939
BALANCE	0	319,026	475,000	794,026
FUND(S): CAPITAL RESERVE CIP				
COMMENTS: Funds are included in the FY 2010-11 Capital Reserve CIP. This item, in the amount of \$70,939 will leave a current year balance of \$319,026.				
STRATEGIC PLAN GOAL: Installation of drinking fountains relates to the City's goal of Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
The Parks and Recreation staff recommends the bid of R & S Commercial Services, LP for the Installation of Anti-Freezing Drinking Fountains as the lowest responsive, responsible bidder, in the amount of \$70,939.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum				
Map				
Bid Recap				

MEMORANDUM

Date: 6/2/2011
To: Bev Rogers, Purchasing
From: Douglas Green; Park Operations Superintendent
Subject: **Award Recommendation 2011-121-B / Installation of Anti-Freezing Drinking Fountains**

Award Recommendation

The Plano Parks and Recreation Department recommends award of the **2011-121-B / Installation of Anti-Freezing Drinking Fountains** bid to R & S Commercial Services, LP. The Department believes R & S Commercial Services, LP is a responsible bidder capable of meeting the requirements of this contract. As stated in the bid documentation, this contract is to be awarded to the lowest responsive, responsible bidder. *Note: R & S Commercial Services, LP was the only vendor to participate in the bid process.* The total anticipated expenditure of \$70,939.00 for this project is within the budgeted amount of \$75,000.00.

Justification

Because of the popularity of the trail system, trail users have expressed the desire for drinking fountains to remain on and in service year round. The intent of the aforementioned expenditure is to contract the purchase and installation of eleven all-weather anti-freezing drinking fountains. The new fountains will replace older units in various locations throughout the trail system to provide year round access for users.

Background and Scope

Due to repeated requests by trail users, two years ago the Parks Division made the decision to pilot a program to provide year round drinking fountains at various locations along the trail system. Existing fountains were retrofitted with freeze-resistant components so they could remain "in service" over the winter. Since that time, various devices and even complete fountain units from multiple manufactures were installed, tested and used with no success. Freeze damage to multiple units resulted in costly repairs. It seemed then that the only solution was to return to the previous practice of taking all units out of service (winterizing) during the really cold months. When proceeding with that course of action this past winter and even with publishing the information on the City website, public objection has lead to an alternative solution.

Through recent research, it was discovered that there is a fountain manufactured specifically to meet the needs of this situation. It has a unique design unlike any other unit available. It is not marketed as a *freeze-resistant* unit as are the other fountains that were installed in the past. It is actually an *anti-freezing unit*. The unique design of this fountain assembly protects it from long periods of sub-freezing temperatures. When properly installed, the unit should completely eliminate the issues faced in the past. With this proposed purchase, the intent is

to replace eleven (11) of the older outdated units along the trails with this upgraded fountain. Older units will be re-used or salvaged for parts.

The bid includes the cost of the anti-freezing unit plus the contractual installation service in the price. The cost of the installation covers the removal of the existing unit, construction of the plumbing of all below ground components, and pouring the surrounding concrete pad. After completion of the work, maintenance of the new units should be minimal over the next 7-10 years, thereby saving staff time and the cost of repair/replacement parts.

These anti-freezing units have a higher high cost than the typical units (due to the below grade plumbing) used in the park system, but they will provide a permanent solution to serving the public when the trail system is in use during the winter months. There are over 130 drinking fountains in the park system, so these units represent less than 9% of the overall service. These 11 units will be strategically placed so runners (like those in the Plano Pacers user group), bicyclists, and other trail users have an opportunity to plan their routes to include a drinking fountain stop in the winter.

If this contract is not awarded, the Parks Department would have to return to the practice of winterizing all fountains along the trail system every winter. This would leave no access to water for trail users and has proven to be an unpopular practice. Leaving existing drinking fountains on during winter months would not be an option as these units have proven to fail. This leads to costly repairs and would still not provide a consistent source of drinking water for trail users.

Please review and begin the necessary steps for award of this contract. Should you have any questions or comments please feel free to contact me.

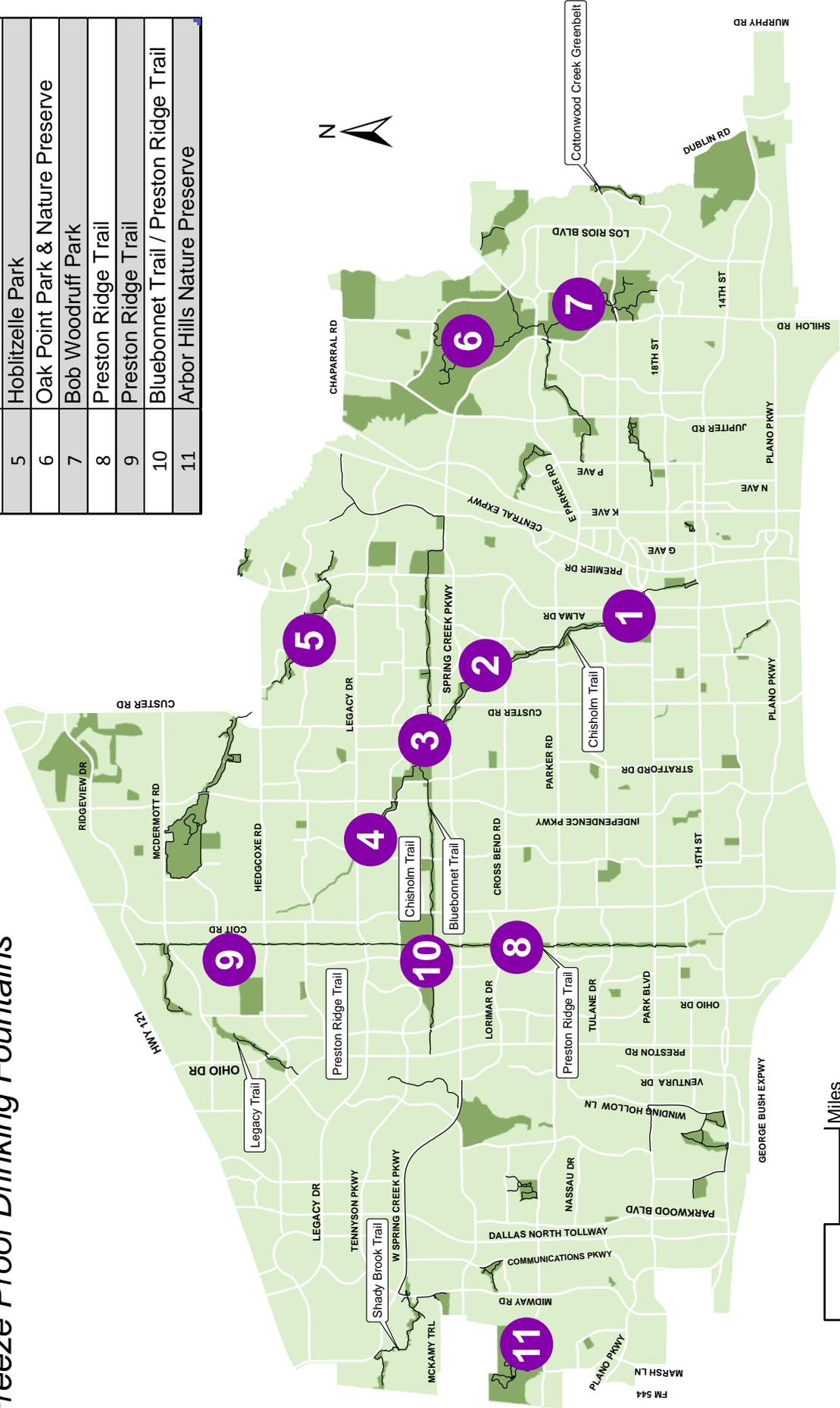
Attachment

Map – Proposed Locations ~ Freeze Proof Drinking Fountains



Proposed Locations ~ Freeze Proof Drinking Fountains

1	Chisholm Trail
2	Chisholm Trail
3	Bluebonnet Trail / Chisholm Trail
4	Chisholm Trail
5	Hoblitzelle Park
6	Oak Point Park & Nature Preserve
7	Bob Woodruff Park
8	Preston Ridge Trail
9	Preston Ridge Trail
10	Bluebonnet Trail / Preston Ridge Trail
11	Arbor Hills Nature Preserve



CITY OF PLANO

BID NO. 2011-121-B Installation of Anti-Freezing Drinking Fountains

BID RECAP

Bid opening Date/Time: April 15, 2011 @ 3:30 pm

Number of Vendors Notified: 365

Vendors Submitting "No Bids": 2

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 1

R&S Commercials Services, LP	\$70,939.00
------------------------------	-------------

Recommended Vendor:

R&S Commercials Services, LP	\$70,939.00
------------------------------	-------------

Bev Rogers

4/15/11

Bev Rogers
Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/13/11			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Bev Rogers 972-941-7376					
CAPTION					
CSP No. 2011-108-C for a 1-year revenue generating contract with 4 City optional renewals for Collection Services and Verification of Financial Responsibility Services for the Municipal Court department to Municipal Services Bureau in the estimated amount of \$113,445, 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:	2010-11 thru 2015-16	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					
<p>COMMENTS: This item approves price quotes for a one-year contract, with the option for four (4) additional one-year renewals. The City retains 80% of fines collected for all new cases and 86% for backlog cases. Municipal Services Bureau is paid the remaining amounts for their service fees. The amount to be paid to Municipal Services Bureau is projected to be approximately \$113,445 annually.</p> <p>STRATEGIC PLAN GOAL: Retaining Municipal Court collection services relates to the City's goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
The City of Plano requires Collection Services and Verification of Financial Responsibility Services to collect on outstanding cases and warrants; and verify proof of Financial Responsibility submitted to the Court on cases filed in the Plano Municipal Court. As a result, the City seeks an appropriate organization to provide these services. Municipal Court staff recommends Municipal Services Bureau in the estimated amount of \$113,445.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memorandum					
CSP Recap					

DATE: May 24, 2011

TO: Bev Rogers, Buyer

FROM: Vicki Smith, Court Administrator

**SUBJECT: CSP Collection Services and Verification of Financial
Responsibility Services**

Five (5) vendors submitted proposals to the City for CSP 2011-108-C Collection Service and Verification of Failure to Maintain Financial Responsibility Cases. All five proposals were reviewed and evaluated by a committee comprised of the Chief Municipal Judge, Don Stevenson, City Prosecutor, Susan Keller, both Danny Housewright and Diane Richardson from Technology Services, and myself. Two of the five proposals were considered *non-responsive* because they failed to respond to their respective expertise regarding contractor qualification, computer network capabilities, collection procedures, or management reports as stated in the request for proposals.

After reviewing, evaluating and scoring all the submitted proposals to the CSP, the highest overall score and best value for the City was determined by the committee to be Municipal Services Bureau (MSB). The City would recommend award of a one-year contract with four City-optional annual renewals. The estimated annual expenditure will be \$113,445.

The impact, if Council does not approve the recommended collection agency, would deprive the City of potentially \$470,000 a year or \$2,350,000 dollars over the next five years. The Court's Compliance and Collections Unit and the Plano PD Warrant Unit work these warrants for 90 days prior to turning them over to the collection agency. The City does not have the equipment nor personnel resources like those of a professional collection agency, to locate and pursue collection of these outstanding cases. The five-year expenditure for this contract is estimated at \$567,225 to gain approximately \$2,350,000.

Therefore, based on the above information, the committee's recommendation to Purchasing and subsequently Council is to award the CSP to Municipal Services Bureau based on the scope of services and quality derived from evaluating and scoring. This is a revenue generating contract.

CITY OF PLANO

CSP NO. 2011-108-C CSP Collection Services and Verification of Financial Responsibility Services CSP RECAP

CSP Opening Date/Time: 04/18/2011 @ 9:00 a.m.

Number of Vendors Notified: 799

Vendors Submitting "No CSPs": 0

CSPs Evaluated Non-Responsive to Specifications: 2

Allied International Credit Corp., US
SC Services and Associates, Inc.

Number of CSPs Submitted Responsive to Request: 3

Municipal Service Bureau	\$113,445
American Municipal Services	\$116,497
RSG Financial, Inc.	\$148,236

Recommended Vendor:

Municipal Services Bureau	\$113,445
---------------------------	-----------

Bev Rogers

04/20/11

Bev Rogers
Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/13/11			
Department:		Purchasing/Fleet			
Department Head		Diane Palmer-Boeck/Reid Choate			
Agenda Coordinator (include phone #): Earl Whitaker x7074					
CAPTION					
RFP No. 2011-157-C for a one (1)-year contract with five (5) City optional renewals for Fleet Fuel Card & Related Services to Mansfield Oil Company in the estimated amount of \$4,215,000, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010/11 & 2011/12; Annual Contract with Renewals	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	4,966,322	4,215,000	9,181,322
Encumbered/Expended Amount		0	-1,945,355	0	-1,945,355
This Item		0	-2,031,991	-4,215,000	-6,246,991
BALANCE		0	988,976	0	988,976
FUND(S): EQUIPMENT MAINTENANCE FUND					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Fleet Services Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2010-11 is \$2,031,991. The estimated future annual amount is \$4,215,000, which will be made within approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: Providing Fleet Fuel Cards and other related services for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Staff recommends the Request for Proposal of Mansfield Oil Company in the estimated amount of \$4,215,000, be accepted as the best value proposal, and conditioned upon timely execution of any necessary contract documents for Fleet Fuel Card & Related Services.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, RFP Recap			NA		



MEMORANDUM

Date: June 2, 2011
To: Earl Whitaker, Buyer
From: Reid Choate, Fleet Manager
Subject: Fleet Fuel Card and Management Services

A committee consisting of representatives from Fleet Services and the City of Fort Worth has reviewed all responses for evaluation of RFP# 2011-157-C (Fleet Fuel Card and Management Services). Each vendor's response was assessed and rated by the current purchasing standards based on the evaluation criteria.

Of the four proposals received, two were deemed non-responsive, per the RFP requirements of pricing based on the Daily OPIS Net Index.

Based on the overall evaluation of the submitted proposals by the two responsive bidders the evaluation committee recommends the bid be awarded to Mansfield Oil Co. as the selected vendor.

The evaluation matrix consisted of; Pricing weighted at 40%, Card Acceptance & Coverage weighted at 35%, Electronic Capability weighted at 12.5%, Card Control weighted at 7.5% and Customer Support weighted at 5%. The combined matrix shows Mansfield Oil to be rated second based on pricing; however scored higher in all other areas evaluated. Mansfield Oil Co. has more than 85 accepted fuel locations providing both diesel and un-leaded fuels located in all areas of the City, leaving no area without the ability to fuel both fuel types. SC Fuels has only 43 accepted locations, leaving large areas of the City with little or no coverage.

The committee requested a best and final offer from Mansfield Oil Co, which resulted in a decrease in the average price by \$0.01 per gallon from the original proposal. Due to the lack of accepting locations a best and final offer was not requested of SC Fuels.

Our current Fleet Fuel Card contract through Tarrant County expires on July 15, 2011. The new contract will allow Fleet Services to continue to provide Motor Fuels to all City Vehicles and Equipment without interruption. Should the new contract not be awarded prior to July 15, 2011 the City would be forced to opening our own fuel locations and/or pay retail pricing using the City's P-Cards.

Approximate annual expenditures for this item will be \$4,215,000.

If you have any questions, please contact me at 4182.

CITY OF PLANO

RFP NO. 2011-157-C RFP for Fleet Fuel Card & Related Services RFP RECAP

Proposal opening Date/Time: April 29, 2011 @ 3:00PM

Number of Vendors Notified: 15

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 4

<u>Company</u>	<u>OPIS Daily Net</u>
SC Fuels (United Fuel & Energy)	+ .1400
Mansfield Oil Company	+ .1625

Vendors Evaluated Non-Responsive to Specification: 2

Fuelman of DFW
Martin Eagle Oil Company, Inc.

Recommended Vendor(s):

Mansfield Oil Company

Earl S. Whitaker

May 20, 2011

Earl S. Whitaker, Buyer II

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/13/11		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Irene Pegues (7198)				Project No. 6119
CAPTION				
RFQ 2010-179-B for New Technology Services Data Center Phase I & II Design, Project No. 6119, Bldg. No. 3, for Public Works to Alliance Architects, Inc., in the amount of \$447,814; and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0	1,000,000	7,000,000
Encumbered/Expended Amount		0	-121,220	0
This Item		0	-447,814	0
BALANCE		0	430,966	7,000,000
FUND(S): MUNICIPAL FACILITIES AND PARKING CIP				
<p>COMMENTS: Funds are included in the Municipal Facilities and Parking CIP Fund. This item, in the amount of \$447,814, will leave a current year balance of \$430,966 for the Technology Services Facility project.</p> <p>STRATEGIC PLAN GOAL: Architectural services for the Technology Services Facility relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This agreement with Alliance Architects, Inc., is for design development, construction documents, construction and LEED administration of the Technology Services Data Center. The contract fee is \$447,814 and will include all architectural, structural, civil, MEP engineering and LEED commissioning for:</p>				
Phase I - Data Center & Support Spaces		\$228,975		
Phase II - Administrative Spaces for Technology Services Department		\$218,839		
TOTAL		<u>\$447,814</u>		
<p>Alliance was selected through the RFQ process to design the Data Center. They have completed the schematic design under their existing contract, and this contract will continue that work to prepare final construction plans.</p> <p>The scope of design will address construction of an energy efficient, flexible and scalable space for the primary City data center and renovation/construction of efficient work space for the Technology Services Department.</p> <p>Funding is available from the Facilities Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$7,000,000.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Architectural Services Agreement			N/A	

Technology Services



Location Map

**TECHNOLOGY SERVICES DATA CENTER
PHASE 1 & 2 DESIGN**

PROJECT NO. 6119

ARCHITECTURAL 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 **ALLIANCE ARCHITECTS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **TECHNOLOGY SERVICES DATA CENTER, PHASE 1 & 2 - DESIGN** located in the City of Plano, Collin County, Texas; hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such architectural 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 Architect

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

II. Scope of Services

The parties agree that Architect 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 Architect 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 Architect, 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 Architect 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 Architect and available in City's files.

VI. Insurance

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

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect'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 ARCHITECT 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 ARCHITECT'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 ARCHITECT, 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 ARCHITECT 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 ARCHITECTS. 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.

ARCHITECT 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 ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT 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 ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect 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 Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect 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 Architect 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 Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect 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 Architect 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 Architect shall execute the affidavit shown in Exhibit "E". Architect 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 Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect 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. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect 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, Architect 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 Architect'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, Architect 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
P.O. Box 860358
Plano, TX 75086-0358
Attn: James Razinha, Facilities Manager

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

Alliance Architects, Inc.
1600 North Collins Blvd., Ste. 1000
Richardson, Texas 75080
Attn: Charles J. Reagan, Principal

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 Architect, 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.

ALLIANCE ARCHITECTS, INC.
A Texas Corporation

DATE: _____

BY: _____
Charles J. Reagan, PRINCIPAL

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 _____ day of _____, 2011, by **CHARLES J. REAGAN, PRINCIPAL** of **ALLIANCE ARCHITECTS, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, 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

PROJECT DESCRIPTION

This proposal is for design development, construction documents and construction administration for architectural, engineering and Interior Design services relative to Phase 1 and Phase 2 portion of the approximately 21,325 square foot existing structure at 1117 East 15th Street. The goal of this portion of the project is to continue with the work we have previously completed through schematic design.

A. SCOPE OF SERVICES

I. Design Development

1. In the Design Development phase, the Architect shall provide those services necessary to prepare Design Development Documents from the Schematic Design Studies approved by the Owner, consisting of drawings and other documents, which fix and describe the size and character of the project.
2. Architectural Design Development services shall provide more detailed development of the architectural design in terms of the building's size, appearance and form, and coordination with engineering systems, through sketches and/or three-dimensional drawings of plans, elevations, sections, and certain critical construction details. Major materials selections shall be developed and presented.
3. Outline Specifications shall be developed as an itemized list of major components of each section of the specifications reflecting initial materials and systems selections.
4. Agency Consulting/Review/Approval services in this phase shall be provided relative to customary governmental entities having statutory impact on a proposed project. They may be local, county, regional, state and/or federal agencies having jurisdiction regarding applicable laws, statutes, regulations and codes.
5. The Architect shall obtain written approval of Design Development before proceeding with Construction Documents.

II. Contract Documents

1. Prepare Bidding and Contract Documents suitable for competitive bidding and construction including detailed and coordinated Working Drawings and Specifications fully describing the material and workmanship required and procedures to be followed for the construction of the project.

2. Prepare Civil Contract Documents at the same scale as the topo for civil construction requirements including but not limited to Site Plan, Utility Plan, Grading and Drainage and Landscape Architecture.
3. Develop Contract Documents to define the scope, relationships, size and appearance of the project through plans, sections, elevations, details, notes, dimensions and schedules.
4. Prepare Contract documents that define the extent of demolition of the existing structures necessary for connection between the two buildings.
5. Prepare Contract Documents for interior construction. These documents shall include:
 - a. Final dimensioned partition plan(s) fixing the location and type of construction for all partitions, doors, frames, and hardware.
 - b. Reflected ceiling plan(s) and specifications with ceiling types and location of all light fixtures and switches.
 - c. Finish plan(s) including schedules and specifications documenting type and locations of all wall paint, wall covering, floor covering and special finishes.
 - d. Detailed drawings and specifications for millwork and cabinetwork required by the contract for construction.
 - e. Provide plans and coordinate with Office Furniture Team in their final furniture layout plans.
6. Prepare Contract Documents for structural systems including substructures and foundations.
7. Prepare Contract Documents for mechanical construction requirements including but not limited to plumbing, HVAC, and Fire Protection.
8. Prepare Contract Documents for electrical construction requirements.
9. Obtain final approval on construction contract documents.

III. Bidding and Negotiation

1. Assist in preparing bid packages to approved general contractors.
2. The Architect shall compile, edit, coordinate and issue any addenda. Addenda shall be presented to the City in advance for review and approval.
3. Attend pre-bid conference to assist in addressing contractors' requests for clarification of the Documents. Architect and consultants shall be available during the bidding and / or negotiation process to answer questions from the contractor(s).

IV. Construction Contract Administration

1. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
2. The Architect shall attend project meetings and observe the progress of construction and prepare field reports, supplemental instructions, change requests, change orders and a preliminary and final punch list, as well as review, approve or deny draw requests by the Contractor
3. The Architect shall review shop drawings by the contractor. The Architect shall expedite shop-drawing reviews if equipment lead times are impacting the overall schedule.
4. The Architect shall respond to change orders, notices or claims submissions by the Contractor. The Architect shall review cost estimates for revisions submitted by the Contractor. All change order proposals shall be evaluated based on the scope of work and the supporting information submitted by the contractor. The Architect shall issue a change order recommendation to the City for review and approval.
5. The Architect shall advise the City of deviations cited but not remedied by the Contractor and advise of an appropriate course of action.
6. The Architect shall schedule, conduct, and oversee the punch list inspections and preparation.
7. The Architect shall schedule required Contractor equipment start-up, testing, and commissioning in accordance with the specification requirements.

EXHIBIT "B"

SCHEDULE OF WORK

ID	Task Name	Duration	Start	Finish
1	PRELIMINARY SCHEDULE	368 days	Mon 6/20/11	Wed 11/14/12
2	Design development, Phase 1	41 days	Mon 6/20/11	Mon 8/15/11
3	30% DD and Review	20 days	Mon 6/20/11	Fri 7/15/11
4	60% DD and Review	20 days	Mon 7/18/11	Fri 8/12/11
5	Design Development Submittal	1 day	Mon 8/15/11	Fri 8/15/11
6	Construction Documents, Phase 1	75 days	Mon 8/16/11	Mon 11/28/11
7	30% CD and Review	20 days	Tue 8/16/11	Mon 9/12/11
8	60% CD and Review	15 days	Tue 9/13/11	Mon 10/3/11
9	90% CD and Review	25 days	Tue 10/4/11	Mon 11/7/11
10	100% Submittal	15 days	Tue 11/8/11	Mon 11/28/11
11	Bidding and Negotiation, Phase 1	15 days	Tue 11/29/11	Mon 12/19/11
12	Bidding	15 days	Tue 11/29/11	Mon 12/19/11
13	Pre-Bid Meeting	1 day	Tue 12/13/11	Tue 12/13/11
14	Construction, Phase 1	141 days	Tue 11/29/11	Tue 6/12/12
15	Permitting	20 days	Tue 11/29/11	Mon 12/26/11
16	Construction	120 days	Tue 12/27/11	Mon 6/11/12
17	Move In	1 day	Tue 6/12/12	Tue 12/13/11
18				
19	Design development, Phase 2	31 days	Tue 12/20/11	Tue 1/31/12
20	30% DD and Review	15 days	Tue 12/20/11	Mon 1/9/12
21	60% DD and Review	15 days	Tue 1/10/12	Mon 1/30/12
22	Design Development Submittal	1 day	Tue 1/31/12	Tue 1/31/12
23	Construction Documents, Phase 2	70 days	Wed 2/1/12	Tue 5/8/12
24	30% CD and Review	20 days	Wed 2/1/12	Tue 2/28/12
25	60% CD and Review	15 days	Wed 2/29/12	Tue 3/20/12
26	90% CD and Review	20 days	Wed 3/21/12	Tue 4/17/12
27	100% Submittal	15 days	Wed 4/18/12	Tue 5/8/12
28	Bidding and Negotiation, Phase 2	15 days	Wed 5/9/12	Tue 5/29/12
29	Bidding	15 days	Wed 5/9/12	Tue 5/29/12
30	Pre-Bid Meeting	1 day	Tue 5/22/12	Tue 5/22/12
31	Construction, Phase 2	136 days	Wed 5/9/12	Wed 11/14/12
32	Permitting	15 days	Wed 5/9/12	Tue 5/29/12
33	Construction	120 days	Wed 5/30/12	Tue 11/13/12
34	Move In	1 day	Wed 11/14/12	Wed 11/14/12

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

Compensation for the services described shall be Lump Sum Fees based on the following:

COMPENSATION BY PHASE

Phase 1

Architectural	\$91,800.00
Structural Engineering	8,500.00
Civil Engineering	6,000.00
MEP Engineering	108,035.00
LEED administration	7,120.00
LEED commissioning	7,520.00
TOTAL	\$228,975.00

Phase 2

Architectural	\$137,700.00
Structural Engineering	26,350.00
Civil Engineering	6,000.00
MEP Engineering	26,829.00
LEED administration	10,680.00
LEED commissioning	11,280.00
TOTAL	\$218,839.00

GRAND TOTAL \$447,814.00

C. HOURLY RATE SCHEDULE

Principal	175.00/hr
Project Manager	145.00/hr
Project Architect	105.00/hr
Project Designer	95.00/hr
CADD/Architect	70.00/hr
Administrative	55.00/hr

D. REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the Basic Compensation. Reimbursable expenses include expenditures for travel; long distance telephone calls; printing supply costs; renderings, postage, delivery and handling. Reimbursables do not include building permits and fees required by governing authorities. Estimated reimbursable expenses: \$8,000.00.

E. ADDITIONAL SERVICES

The following services are not included as Basic Services. Compensation for additional services will be based on an hourly rate, or on an individual fixed fee basis. They shall be provided if authorized or confirmed in writing by the Client, and be paid for as provided in this Agreement, in addition to the compensation for Basic Services.

1. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having project jurisdiction.
2. Preparation of Design Documents for extensive alternate pricing, re-pricing or review of more than one price from the contractors, manufacturers or dealers.
3. Any other services that may be authorized by Client not included in Basic Services.

F. TERMINATION

This agreement may be terminated by either party upon ten (10) days written notice, should either party fail to perform in accordance with the terms set forth herein. In the event of termination, AAI will be compensated for all services performed, including reimbursable expenses.

G. PAYMENT

AAI will invoice the Client on a monthly basis for services performed and expenses incurred. All charges will be due and payable within Thirty (30) days following receipt by Client. Unpaid invoices will accrue interest after Forty-five (45) days from the date of the invoice at a rate of one (1%) percent per month.

H. LIABILITY

AAI's liability under this contract shall be limited to the dollar amount stipulated in this agreement in addition to AAI's Professional Liability Insurance Policy limits.

I. NOTICES AND OTHER PROVISIONS

All notices, demands, approvals and requests given by either party to the other hereunder shall be in writing and shall be personally delivered or sent by telecopy (with hard copy to follow) or registered or certified mail postage prepaid, to the parties at the following addresses:

If to Client: Attn: Jim Razinha
 Phone: 972.941.7152
 Fax: 972.941.7397

If to Architect: Attn: Charles J. Reagan
 Phone: 972.233.0400
 Fax: 972.233.2259

Either party may at any time change its respective address by sending written notice to the other party of the change in the manner hereinabove prescribed. Notices shall be deemed to be given upon the earlier to occur of actual receipt or on the third business day after mailing. Fax notices shall be effective confirmation of receipt is provided. Each party hereto agrees to provide immediate confirmation of receipt of fax notices.

EXHIBIT "D"

ARCHITECTURE

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

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

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect 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 Architect'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 Architect 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 Architect 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 Architect 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 Architect, and the Architect 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 Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Architect 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 Architect 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 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant 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

ARCHITECTURE

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 Alliance Architects, Inc., and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Alliance Architects, Inc., is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

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

Alliance Architects, Inc. _____
Name of Contractor

By: _____
Signature

Charles J. Reagan _____
Print Name

Principal _____
Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

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:		June 13, 2011		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
To approve a contract for the purchase of professional services for KEDAR Information Technologies, Inc., for a Business Process Mapping (BPM) Project for the Building Inspection, Property Standards and Planning Departments, in the amount not to exceed \$137,632.00, 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: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	262,951	0	262,951
Encumbered/Expended Amount	0	0	0	0
This Item	0	-137,632	0	-137,632
BALANCE	0	125,319	0	125,319
FUND(S): TECHNOLOGY CO'S (2006 ISSUE)				
COMMENTS: Funds are available from the 2006 sale of Certificates of Obligation. This item, in the amount not to exceed \$137,632, will leave a current year balance of \$125,319 for these 2006 Issue Technology Improvement projects.				
STRATEGIC PLAN GOAL: The business process mapping project relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Technology Services recommends Council approve this contract for professional services, in the amount not to exceed \$137,632.00, to KEDAR Information Technologies, Inc., for a Business Process Mapping (BPM) Project for the Building Inspection, Property Standards, and Planning Departments. The purpose of this project is to document existing business processes in various departments currently using the Sungard Public Sector Software applications. Due to the degree of customizations, it is necessary for baseline documentation to be in place so that departments mentioned are not adversely affected during times of critical upgrades or the City replaces the application.				
List of Supporting Documents: Staff Memo and Contract			Other Departments, Boards, Commissions or Agencies	



MEMORANDUM

Date: 5/9/2011

To: Heather Parkerson, Purchasing

From: David Stephens, Director Technology Services

Subject: Award recommendation for Business Process Mapping

The desire of the City of Plano to document the existing business processes in various departments that are currently using the Sungard Public Sector (SPS) application requires the assistance of an outside entity to carefully and correctly document those processes. It is crucial that the institutional knowledge regarding this application and the current processes associated with the SPS be done expeditiously and consistently.

To date we have had the Customer Utility Services (CUS) and the Building Inspections departments map out their processes with the assistance of KEDARit. At this time I request that KEDARit be allowed to complete the task of working with Property Standards, Planning, and Technology Services to fully map out the processes in those departments as they relate to SPS and other technology related items.

KEDARit was issued an original PO to map out the CUS processes and as they went through the process it became apparent that the City of Plano needed to continue mapping out all the departments that used SPS. The prime factor in this decision was the degree of customization that had been done around SPS and the impending retirement of key TS support personnel. Without the documentation of how the processes are currently configured, it would be difficult for a new support person to understand how the customizations are implemented and maintained.

At this time I am requesting permission to have KEDARit complete the business process mapping efforts for Property Standards, Planning, and Technology Services in the amount of \$137,632.00. This documentation will serve as a baseline when the City of Plano upgrades or replaces the

SPS application. Without this documentation it may lengthen the time for any upgrades and there exists the possibility that processes were not defined. If this were to happen then the business practices of the five departments mentioned above may suffer and citizens would be affected adversely.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
KEDAR INTEGRATION SERVICES, INC. DBA
KEDAR INFORMATION TECHNOLOGIES, INC.**

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 **KEDAR INTEGRATION SERVICES, INC. DBA KEDAR INFORMATION TECHNOLOGIES, INC.**, a Texas corporation, hereinafter referred to as "Professional" to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of Professional for Business Process Mapping and Documentation Project, hereinafter referred to as the "Project"; and

WHEREAS, Professional desires to render such 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. ENGAGEMENT

The City hereby agrees to retain Professional to perform professional services in connection with Business Process Mapping and Documentation Project. Professional agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Professional shall perform such services as are further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A". The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the City, but said authorization must be made in writing.

III. SCHEDULE OF WORK

Professional agrees to commence work upon receiving a notice to proceed by City and to proceed diligently with said work until completion. Professional will spend approximately five (5) months (24 consecutive weeks) to complete this Project. However, if additional work is requested by City beyond what is contained in the Scope of Services, the Schedule of Work may be extended by written agreement of the parties.

IV. COMPENSATION/EXPENSES

Upon issuing a notice to proceed, Professional will begin work on the Project and payments shall be made to Professional following City acceptance of each stage of work, according to Exhibit "B", and within thirty (30) days of receiving Professional's invoice. Total compensation for Professional's work on the Project shall be in an amount not to exceed the

sum of **ONE HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED THIRTY TWO AND NO/100 DOLLARS (\$137,632.00).**

Professional 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. Professional 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. INSURANCE

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

VI. INDEMNIFICATION

PROFESSIONAL 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 PROFESSIONAL'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 PROFESSIONAL, 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 PROFESSIONAL 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.

PROFESSIONAL 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 PROFESSIONAL'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF

PROFESSIONAL'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROFESSIONAL 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 PROFESSIONAL FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND PROFESSIONAL SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

IN ADDITION TO PROFESSIONAL'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN PROFESSIONAL 'S OPINION IS LIKELY TO OCCUR, PROFESSIONAL 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. PROFESSIONAL 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 PROFESSIONAL TO CITY WHETHER MANUFACTURED BY PROFESSIONAL OR A THIRD PARTY. PROFESSIONAL REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY PROFESSIONAL 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 PROFESSIONAL PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

VII. INDEPENDENT CONTRACTOR

Professional covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that it 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 Professional its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Professional.

VIII. ASSIGNMENT AND SUBLETTING

Professional 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. Professional 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 Professional from its full obligations to the City as provided by this Agreement.

IX. AUDITS AND RECORDS

Professional agrees that at any time during normal business hours and as often as City may deem necessary, Professional 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 three (3) years from the date of City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

X. PROHIBITED INTEREST

Professional 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 Professional shall execute the affidavit shown in Exhibit "D". Professional understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement 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 Professional. In the event of such termination, Professional shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Professional in connection with this Agreement. Professional 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. OWNERSHIP OF DOCUMENTS

Upon termination of this Agreement, Professional shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Professional and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Professional hereby assigns all right, title and interest to said material to City for the fees specified herein.

XIII. TRADE SECRETS

In conducting business and in anticipation of conducting business with Professional it may be necessary for the City to share trade secrets and/or other confidential and/or proprietary information or matter with Professional. The parties agree that such information and the materials referenced in the Agreement, the results and developments therefrom are confidential and/or proprietary information belonging to the City. Professional agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. Professional will be responsible for its employees or agents complying with the provisions of this Agreement.

Similarly the City agrees that the Business Process Mapping and Documentation Project created is intended solely for the use and benefit of Plano, Texas and any distribution to another destination marketing organization without the written consent of Professional is prohibited unless required by law or court order. The City will be responsible for its employees or agents complying with the provisions of this Agreement.

XIV. COMPLETE AGREEMENT

This Agreement, including the Exhibits lettered "A" through "C", 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, Professional 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, Texas
Technology Services Department
Attn: David Stephens
P.O. Box 860358
Plano, TX 75086-0358

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

KEDAR Information Technologies, Inc.
Attn: Neil Nobie
401 E. Corporate Dr., Suite 100
Lewisville, TX 75057

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. 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.

XVII. 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. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of 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 Professional 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.

SIGNED on the date indicated below.

**KEDAR INTEGRATION SERVICES, INC.
DBA KEDAR INFORMATION
TECHNOLOGIES, INC.**

DATE: _____

BY: _____

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 _____ §

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, _____ of **KEDAR INTEGRATION SERVICES, INC. DBA KEDAR INFORMATION TECHNOLOGIES, INC.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, 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

To: David Stephens, Director Technology Services

City of Plano

1520 Ave. K

Plano, TX 75086

From: Neil Nobie, BPM Practice Leader

KEDAR Information Technologies, Inc.

Subject: Business Process Mapping and Documentation Project

KEDARit ('Provider') is honored to provide this proposal for your consideration to continue the Business Process Mapping (BPM) Project for the following City of Plano ('Client') departments:

- Building Inspections
- Property Standards, and
- Planning.

SCOPE

- Client Departments:
 - Building Inspections
 - Document all related SPS technical customizations and other business process relevant applications
 - Reconcile and finalize any gaps identified between the current BPM and technical customization documents
 - Property Standards and Planning
 - Define and document up to 111 (37 Property Standards and 74 Planning) business processes
 - Map and document current business process controls, staff roles and responsibilities, and key procedural steps
 - Define other City of Plano internal departments and external entity related business interactions and dependencies.
 - Document all SPS technical customizations and other business process relevant applications
 - Reconcile and finalize any gaps identified between the current BPM and technical customization documents
- Interview Client staff members:
 - Building Inspections Department – up to 3 technical support staff
 - Property Standards Department – up to 10 department staff members and 3 technical support staff
 - Planning Department – up to 18 department staff members and 3 technical support staff
- The Provider assigned team will perform for the following for each Department.
 - Coordinate one-on-one and group meetings with Client staff.
 - Conduct on-site group meetings up to two days per week with Client staff.
 - Conduct one-on-one meetings with Client staff as needed to complete all deliverables.

- Provider will continue to use the customized BPM methodology applied to the Customer Utility Services and Building Inspections Departments.
- Provider will develop BPM business, process and technical customizations project deliverables in Microsoft Word format.
- Provider will develop a BPM Executive Summary per department in Microsoft Power Point format.
- Provider will develop and deliver a comprehensive BPM Overview Guide that includes BPM project deliverables completed for the:
 - Customer Utility Service Department,
 - Building Inspections Department,
 - Property Standards Department, and
 - Planning Department.
- Provider will conduct department and overall City of Plano management Executive Summary presentations.

ASSUMPTIONS

- Client staff will be available for project meetings and follow-up calls.
- The Provider team is provided a work and meeting area for on-site visits.
- Client will provide a single point of contact in each department to coordinate meetings and interview schedules with staff.
- It is not anticipated that travel will be requested by the Client, but should a request for travel be approved the Client will reimburse Provider at actual cost.

TEAM

The Provider assigned team is two Management Consultants, and a Project Officer.

DELIVERABLES

Per department deliverables are:

- Two bound printed color copies plus two additional black and white copies of the Process and Procedures Document for each department
- CDs for each department that contain:
 - Executive Summary presentation in Microsoft PowerPoint format
 - Business Process and Technical Customizations Documents in Microsoft Word format
 - All related documents and materials

The project final deliverable is two bound printed color copies of the BPM Overview Guide.

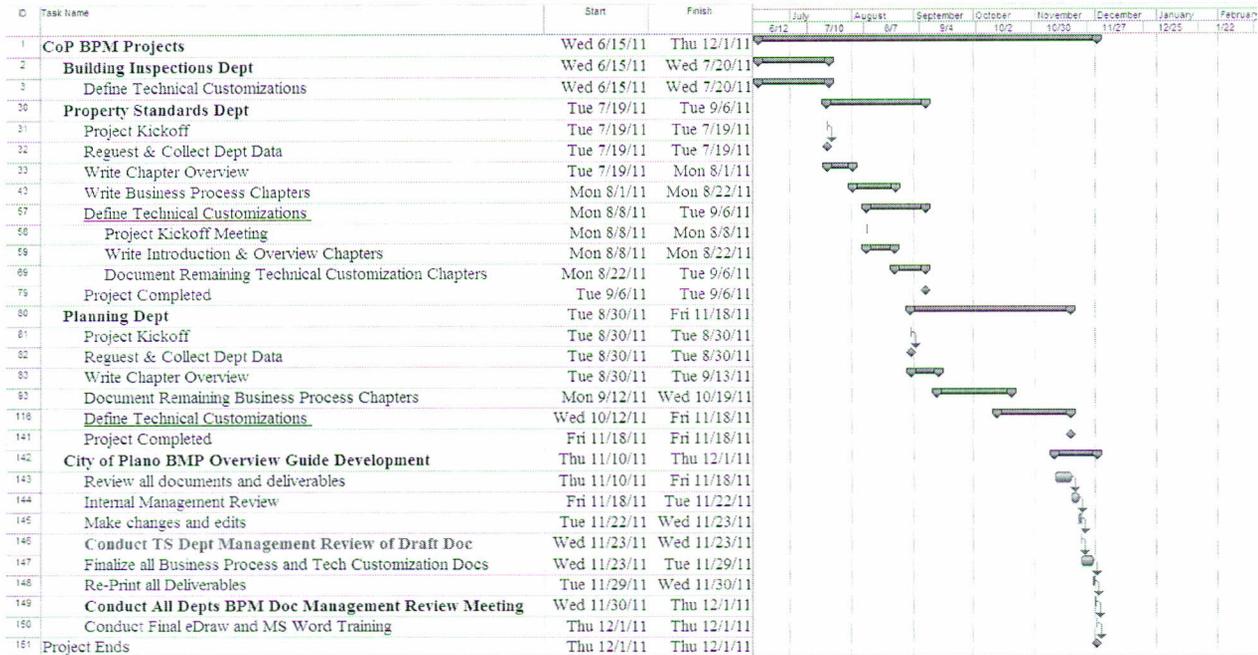
SCHEDULE

This table below depicts the project phases, milestones, and target completion dates.

The project duration is estimated to be 5 months (24 consecutive weeks).

Start Date: Jun 15, 2011

End Date: Dec 1, 2011


PRICE SUMMARY

This table depicts the total price quote per project phase.

Project Phase	Quote
Building Inspections Department Technical Customizations	\$28,674
Property Standards Department Business Process and Technical Customizations	\$34,408
Planning Department Business Process and Technical Customizations	\$63,081
City of Plano BPM Overview Guide Development	\$11,469
Total	\$137,632

PRICE

The price for this project is: \$137,632.00

Should project scope items be modified by the Client in order to complete the project, Provider will submit to the Client a Change Order to adjust the price.

Scope items that would dictate a Change Order are:

- increased number of processes,
- additional number of individual Client project participants,
- additional days beyond the project end date (Dec 1, 2011), and
- more than two on-site days per week are required.

PAYMENT SCHEDULEProfessional Service

This not to exceed project price of \$137,632.00 will be invoiced as follows:

1. \$68,816.00 (50%) due upon the signing of the "Authorization to Proceed" for this project.
2. \$22,938.67 (33%) due at the one-third milestone date (Aug 14, 2011).
3. \$22,938.67 (33%) due at the two-thirds milestone date (Oct 14, 2011).
4. \$22,938.66 (33%) payable within 10 days of the end of project.

The above price and payment schedule are quoted as not to be exceeded without a Client approved written Change Order. Change Order invoices will be submitted separately.

The signature below represents the understanding and authorization to proceed for this engagement. The signature shall be granted by an individual sufficiently authorized to act as an agent of the City of Plano in such transactions.

Authorization to Proceed

Full name

Title

Signature

Date

City of Plano Insurance Requirements

Requirements

Contractors performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
1. Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

**Questions regarding this insurance should be directed to the City of Plano Purchasing Department
(972) 941-7557.**

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

INSURANCE REQUIREMENT AFFIDAVIT
(SUPPLEMENTAL INFORMATION)

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this proposal.

Agent's Signature

Agent's Name Printed

Name of Insurance Carrier

Address of Agency

City, State, Zip

Phone number where Agent may be contacted

Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named _____

on this the _____ day of _____, 20____.

Notary Public in and for the State of _____.

NOTE TO AGENT:
IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.

Commercial Certificate of Insurance



FARMERS

Agency
 Name • Joseph Qiu
 & • 6541 Preston Rd Ste 200
 Address • Plano, TX 75024-2705
 • 972-781-0808

Issue Date (MM/DD/YY) 05/12/2011

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 shown below.

St. 35 Dist. 50 Agent 341

Companies Providing Coverage:

Insured
 Name • WILLIAMS, CHARLES
 & • KEDAR INFORMATION TECHNOLOG
 Address • 401 E. CORPORATE DR
 • LEWISVILLE, TX 75057

- Company A Truck Insurance Exchange
Letter
- Company B Farmers Insurance Exchange
Letter
- Company C Mid-Century Insurance Company
Letter
- Company D _____
Letter

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
B	General Liability	605004258	04/25/2011	04/25/2012	General Aggregate	\$ 2,000,000
	✗ Commercial General Liability				Products-Comp/OPS Aggregate	\$ 1,000,000
	✗ - Occurrence Version				Personal & Advertising Injury	\$ 1,000,000
	Contractual - Incidental Only				Each Occurrence	\$ 1,000,000
	Owners & Contractors Prot.				Fire Damage (Any one fire)	\$ 75,000
					Medical Expense (Any one person)	\$ 5,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit	\$
					Bodily Injury (Per person)	\$
					Bodily Injury (Per accident)	\$
					Property Damage	\$
					Garage Aggregate	\$
	Umbrella Liability				Limit	\$
A	✗ Workers' Compensation and Employers' Liability	A07447060	04/25/2011	04/25/2012	Statutory	
					Each Accident	\$ 1,000,000
					Disease - Each Employee	\$ 1,000,000
					Disease - Policy Limit	\$ 1,000,000

Description of Operations/Vehicles/Restrictions/Special items:

City of Plano Office of Risk Management is listed as additional insured with a waiver of subrogation with regards to workers compensation in favor of City of Plano.

Certificate Holder

Name • City of Plano
 & • Office of Risk Management
 Address • 7501-A Independence Pkwy
 • Plano, TX 75025

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Anna K. Lewis

 Authorized Representative

INSURANCE REQUIREMENT AFFIDAVIT
(SUPPLEMENTAL INFORMATION)

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this proposal.


Agent's Signature

JOSEPH QIU
Agent's Name Printed

FARMERS INSURANCE
Name of Insurance Carrier

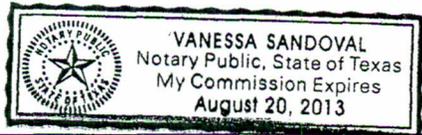
6541 PRESTON RD #200
Address of Agency

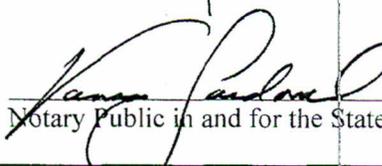
PLANO, TX 75024
City, State, Zip

(972) 781-0808
Phone number where Agent may be contacted

KEDAR IT
Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named Joseph Qiu
on this the 11th day of May, 2011.




Notary Public in and for the State of Texas

NOTE TO AGENT:
IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **KEDAR INTEGRATION SERVICES, INC. DBA KEDAR INFORMATION TECHNOLOGIES, INC.**, a Texas corporation, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **KEDAR INTEGRATION SERVICES, INC. DBA KEDAR INFORMATION TECHNOLOGIES, INC.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

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

**KEDAR INTEGRATION SERVICES, INC. DBA
KEDAR INFORMATION TECHNOLOGIES, INC.**

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

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:		6/13/11		
Department:		City Secretary's Office		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Alice Snyder, Ext. 7515				
CAPTION				
A contract made and entered into by and between the City of Plano and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's June 18, 2011 Runoff Election in the estimated amount of \$59,155.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-59,155	0	-59,155
BALANCE	0	-59,155	0	-59,155
FUND(s): GENERAL FUND				
COMMENTS: Funding for this item is not included in the approved FY 2010-11 Budget. There is a companion Supplemental Appropriation No. 5 to appropriate the necessary funding to cover all associated cost of conducting a Runoff Election.				
STRATEGIC PLAN GOAL: Conducting a Runoff Election relates to the City's Goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
To approve a contract with the Collin County Administrator for the City of Plano Runoff Election on June 18, 2011. Whereas no one person in Place 7 received a majority of votes cast in the General Election held on May 14, 2011, this contract with the Collin County Elections Administrator for the City of Plano will allow the City to conduct a Runoff Election.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Runoff Election Contract				

**Sharon Rowe, CERA
Elections Administrator**



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

DATE: June 7, 2011
TO: Di Zucco, City Secretary – City of Plano
FROM: Sharon Rowe, Elections Administrator
RE: Contract for Election Services for June 18, 2011, Runoff Election

As referenced in the terms of the original contract for services between the City of Plano and the Collin County Elections Administrator, attached are the Early Voting Schedule and Locations, Election Day Polling Locations and cost of services for the City's Runoff Election to be held on June 18, 2011. The duties of the contracting officer and of the City will mirror those included in the original agreement with regard to coordination, supervision and running of the election.

Sharon Rowe 6-7-11

Sharon Rowe, CERA
Elections Administrator
Collin County

Exhibit "A"

JUNE 18, 2011 RUNOFF ELECTION

City of Plano, Early Voting Locations and Hours

Polling Place		Address			City	
Collin County Election Office (Main Early Voting Location)		2010 Redbud Blvd., #102			McKinney	
Christopher A. Parr Library		6200 Windhaven Parkway			Plano	
CCCC – Spring Creek Campus		2800 E. Spring Creek Parkway			Plano	
Haggard Library		2501 Coit Road			Plano	
Harrington Library		1501 18 th Street			Plano	
Maribelle M. Davis Library		7501-B Independence Parkway			Plano	
Plano ISD Administration Center		2700 W. 15 th Street			Plano	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>June 5</i>	<i>June 6</i>	<i>June 7</i>	<i>June 8</i>	<i>June 9</i>	<i>June 10</i>	<i>June 11</i>
	8am – 5pm	8am – 5pm	8am – 5pm	8am - 7pm	8am - 5pm	8am - 5pm
<i>June 12</i>	<i>June 13</i>	<i>June 14</i>	<i>June 15</i>	<i>June 16</i>	<i>June 17</i>	<i>June 18</i>
	7am – 7pm	7am – 7pm				7am – 7pm Election Day

Exhibit "B"

MAY 14, 2011
JOINT GENERAL ELECTION
Election Day Polling Locations

City of Plano

Precincts	Location	Address	City
52, 61, 68, 103, 141	Armstrong Middle School	3805 Timberline Drive.	Plano
34, 107, 119, 121, 135, 139	Bethany Elementary School	2418 Micarta Drive	Plano
23, 46, 47, 50, 51, 152, 158	Bowman Middle School	2501 Jupiter Road	Plano
90, 116, 137, 176	Brinker Elementary School	3800 John Clark Parkway	Plano
21, 54, 62, 66	Carpenter Middle School	1501 Cross Bend Road	Plano
109, 123, 226** (Denton Cty)	Christopher A. Parr Library	6200 Windhaven Pkwy.	Plano
15, 19, 53, 65, 70, 71	Haggard Middle School	2832 Parkhaven Drive	Plano
58, 77, 91	Hendrick Middle School	7400 Red River Drive	Plano
31, 32, 63, 76	Hughston Elementary School	2601 Cross Bend Road	Plano
14, 81, 86, 89, 108, 112, 124, 167	Robinson Middle School	6701 Preston Meadow Drive	Plano
64, 69	Schimelpfenig Middle School	2400 Maumelle Drive	Plano
28, 75, 105, 143	Shepton High School	5505 Plano Parkway	Plano
39, 85	Thomas Elementary School	1800 Montana Trail	Plano
26, 49, 67, 72, 138	Wilson Middle School	1001 Custer Road	Plano

SUMMARY OF COSTS FOR CITY OF PLANO RUNOFF

SUPPLY COST	\$1,527.00
EQUIPMENT RENTAL COST	\$15,127.28
EARLY VOTING	\$19,798.20
ELECTION DAY	\$6,622.00
ADMINISTRATIVE EXPENSES	\$157.50
TABULATION/CENTRALIZED COSTS	\$10,545.00
Total	\$53,776.98
10% Administrative Fee	<u>\$5,377.70</u>
Grand Total	\$59,154.68
90% Due County by 6/3/11	\$53,239.21

June 18, 2011

ESTIMATED CHARGES FOR CITY OF PLANO RUNOFF

Exhibit "C"

SUPPLY COST

	Number of Early Voting Locations	Number of Election Day Locations	Units	Cost PCTY
Sample Ballots			1500	\$103.50
Early Voting Mail Ballots			100	\$120.00
Precinct Ballot Setup			1	\$10.00
Precinct Ballots			750	\$125.25
Early voting and election day kits			20	\$500.00
Central Counting kit and supplies			1	\$50.00
County Precinct Maps			20	\$240.00
Printer Labels			25	\$378.25
Total				\$1,527.00
Number of Entities Sharing Costs				1
Grand Total				\$1,527.00

EQUIPMENT RENTAL COST

	Number of Early Voting Locations	Number of Election Day Locations	Units	Cost PCTY
Voting Machines			66	\$9,900.00
Machine Drayage/L&A/Gas			72	\$2,933.28
Transfer Cases			14	\$70.00
Metal Signs			40	\$40.00
Wood Signs			20	\$40.00
Large Early Voting Signs			6	\$30.00
Early Voting Cabinet			6	\$300.00
Tote Box			14	\$14.00
Early Voting Computer			6	\$1,800.00
Total				\$15,127.28
Number of Entities Sharing Costs				1
Grand Total				\$15,127.28

EARLY VOTING

Number of Early Voting Locations
Workers each location

6
3

Mailed Ballot Kits \$1.00 each
Postage for Ballots \$0.88 each
Assemble EV Location \$50.00 each
Total Judge Hours \$12.00 hour
Overtime Judge Hours \$18.00 hour
Total Alt. Judge & Clerk Hours \$10.00 hour
Overtime Alt. Judge & Clerk Hours \$15.00 hour
Pickup & Delivery of Supplies \$25.00 each

	Units	Cost PCTY
Mailed Ballot Kits	100	\$100.00
Postage for Ballots	65	\$57.20
Assemble EV Location	6	\$300.00
Total Judge Hours	408	\$4,896.00
Overtime Judge Hours	125	\$2,250.00
Total Alt. Judge & Clerk Hours	792	\$7,920.00
Overtime Alt. Judge & Clerk Hours	275	\$4,125.00
Pickup & Delivery of Supplies	6	\$150.00

Total
Number of Entities Sharing Costs

\$19,798.20
1

Grand Total

\$19,798.20

ELECTION DAY

Number of Election Day Locations
Workers each location

14
3

Total Judge Hours \$12.00 each
Total Alt. Judge & Clerk Hours \$10.00 each
Pickup & Delivery of Supplies \$25.00 each

	Units	Cost PCTY
Total Judge Hours	196	\$2,352.00
Total Alt. Judge & Clerk Hours	392	\$3,920.00
Pickup & Delivery of Supplies	14	\$350.00

Total
Number of Entities Sharing Costs

\$6,622.00
1

Grand Total

\$6,622.00

ADMINISTRATIVE EXPENSES

Number of Early Voting Locations
Number of Election Day Locations

6
14

Manual Recount Deposit \$60.00 each
Process Pollworker Checks \$1.50 each
Process Election Judge Notices \$1.50 each

	Units	Cost PCTY
Manual Recount Deposit	1	\$60.00
Process Pollworker Checks	65	\$97.50
Process Election Judge Notices	40	\$60.00

Total
Number of Entities Sharing Costs

\$157.50
1

Grand Total

\$157.50

TABULATION

Tabulation Network	\$4,000.00
Programming	\$2,050.00
Notice of Inspection/Tabulation Test	\$1,750.00
Total	\$7,800.00
Number of Entities	<u>2</u>
Total Per Entity	\$3,900.00

CENTRALIZED COSTS

Early Voting Ballot Board	\$500.00
Cost for Central Count Workers	\$750.00
FICA on Election Workers	\$2,000.00
Assemble EV Location	\$50.00
Early Voting Machines in McKinney (4)	\$600.00
Early Voting Computer in McKinney	\$300.00
Early Voting Personnel in McKinney	\$3,200.00
Printer Labels for Early Voting in McKinney	\$40.00
Ballot Style Setup Fee & Delivery	\$100.00
County Overtime and Temporaries	\$5,000.00
FICA & Retirement for County Employees	\$750.00
Total	\$13,290.00
Number of Entities	<u>2</u>
Total Per Entity	\$6,645.00

Total for Tabulation & Centralized Costs \$10,545.00



**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:	6/13/11
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

To TDI International dba TDI Golf increasing the contract by \$87,973 for the Pecan Hollow Golf Course Renovation, Project 5922, Change Order No. 8. Original Bid No. 2010-169-B.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	7,000,000	0	7,000,000
Encumbered/Expended Amount	0	-6,279,002	0	-6,279,002
This Item	0	-87,973	0	-87,973
BALANCE	0	633,025	0	633,025

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the 2010-11 Park Improvement CIP for the '09 Pecan Hollow Golf Course. This item, in the amount of \$87,973 will leave a current year balance of \$633,025.

STRATEGIC PLAN GOAL: Golf course renovation relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

On August 8, 2010 City Council awarded a contract to TDI Golf in the amount of \$7,514,491.38 for renovation of Pecan Hollow Golf Course. Due to current economic conditions, the bids received were more than \$800,000 below the project budget and the consultants estimate.

Seven change orders have been issued to date totaling \$134,022.36. This represents an increase of 1.8 %.

This Change Order in the amount of \$87,973 is for the addition of 10,000 gallons of liquid grow-in fertilizer in the amount of \$49,793. Staff believes this will significantly accelerate the establishment of new turf at the course. This change order also includes additional irrigation at the course to establish and maintain native vegetation areas outside of the areas of play. The cost of the additional irrigation is \$38,180.

If Change Order No. 8 is approved, the total contract increase as a result of change orders will be \$221,995.36 which is 2.95% over the original contract amount. The revised contract amount will be \$7,736,486.74.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Memorandum Location Map Change Order No. 8	Other Departments, Boards, Commissions or Agencies



MEMORANDUM

DATE: May 26, 2011

TO: Amy Fortenberry, Director of Parks and Recreation

FROM: Colette Hall, Recreation Services Manager
Robin Reeves, Chief Park Planner

SUBJECT: Pecan Hollow Golf Course Renovation – Project No. 5922
Change Order No. 8

On August 8, 2010 City Council awarded a contract to TDI Golf in the amount of \$7,514,491.38 for renovation of Pecan Hollow Golf Course. Staff and the consultant worked to insure that the bids received would be within the available budget based on typical cost for golf course construction. Due to current economic conditions the bids received were more than \$800,000 below the project budget and the consultants estimate.

Explanation of Previous Change Orders

Change Orders 1 – 7 total \$134,022.36. This represents an increase of 1.8%. These change orders were for the relocation of fish from existing ponds during construction, removal of an existing debris pile that was located on the course, addition of a more durable and efficient bunker liner to reduce maintenance cost, replacing an existing concrete ramp with an ADA compliant ramp, deduction of creek erosion protection around existing bridges that was determined in the field not to be necessary, modifications to the new cart barn foundation based on actual field conditions, replacement of more of the existing cart path, additional ADA compliant railing between the existing club house and the new cart staging area, repairs to two existing cart path bridges over Rowlett Creek and deletion of a section of trail planned along F.M. 544 in preference for using that concrete for additional cart path replacement. Previous change orders also included the addition of a fertigation system that allows fertilizer and other grass treatments to be applied in liquid form through the irrigation system. This fertigation system is expected to eliminate the labor required to apply granular fertilizer by mechanical spreaders. These items were not included in the original bid due to concerns about keeping the bids within budget. The favorable bid price received has allowed for the addition of items that will improve the quality of the course while increasing the efficiency of the grounds maintenance staff.

Item 1 Liquid Fertilizer - \$49,793.00

This item is for the addition of a liquid fertilizer and turf care package for use through the fertigation system during the initial turf establishment period between July and November. Turf establishment is the single most critical element in construction of a new or renovated golf course. No turf, no golf. This turf establishment package is now the industry standard for start up of new golf courses and has significantly improved the speed of establishment and the quality of turf on new golf courses. This rapid establishment is due to the manner in which the liquid fertilizer is utilized by the turf grass plant. The liquid fertilizer is taken up by the plant via both roots and leaf tissue, while a granular fertilizer is only absorbed through the roots. The leaf tissue uptake proves to be highly beneficial to a young turf grass plant because the plant is able to supply itself with energy without having a fully developed root structure. Consequently, the plant is able to develop its root system at a much faster rate because of this available energy. With a granular

fertilizer, the root system develops much slower because its energy supply is limited. The plant can only take up what its immature root system will allow.

The application of the liquid fertilizer is done through the irrigation system which would eliminate ruts and tracks on the course due to equipment applying granular fertilizer to the wet turf areas, thus a higher degree of playability will be achieved for course opening this fall. Furthermore, liquid fertilizers are far more attractive because golfers are not interfered with when making fertilizer applications. The product is applied during nightly irrigation cycles when the course is vacant. And from a safety standpoint, it is always preferred to NOT have granular fertilizer on the playing surfaces.

The product will initially be applied by the golf course contractor and then by golf course staff. We believe that it is important that this item be added to the existing construction contract instead of being acquired by a separate purchase in order. This will help insure that we do not create any warranty issues by purchasing a product that is not acceptable to the current contractor.

The cost for this item includes a credit of \$2,200 for the granular fertilizer that was included in the original bid.

Item 2 Additional Irrigation - \$38,180

This item is for adding additional irrigation at the course. The system, as bid, covers all of the new greens, tees, and fairways. There are however, a number of large areas on the course that are outside the areas of play. These areas will be very visible to golfers and to the general public from adjacent roadways and residences. This item will allow for the addition of irrigation to the most visible of these areas. Irrigation will help establish vegetation in these areas and will help us avoid having large brown areas during the hot dry summer months. Adding the additional irrigation at a later date will more than likely cost more than adding it now while a contractor is already on site.

The golf course uses reclaimed water directly from the adjacent North Texas Municipal Water District (NTMWD) treatment plant. The additional water for irrigating these native areas will not impact the availability of potable water for those areas served by the NTMWD, nor will it add to the operational cost of the course.

How Could This Change Order Have Been Avoided

This change order could have been avoided if the items had been included in the original base bid or included as alternate bid items. The base bid did not include these items in order to insure that bids received would not exceed the project budget. The original bid also included a number of other alternates that were considered a higher priority at the time of bidding.

If This Change Order Is Not Approved

If this change order is not approved the granular fertilizer products that are in the current contract will be used and applied by conventional means. The golf course superintendent believes that it will take longer to establish the new turf and that it will reduce the quality of the turf at least during the first year of operation. Turf quality is of major importance to golfers and poor turf quality may impact the first impressions of returning golfers and first time users of the course.

If this change order is not approved the additional irrigation heads will not be installed. It will take longer to re-establish vegetation in the areas outside of play. During the hot dry summer months these areas will typically be brown.

The approved bond funds that would be used for these change orders will remain in the Pecan Hollow Golf Course account within the Park Improvement CIP Fund.

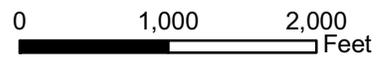
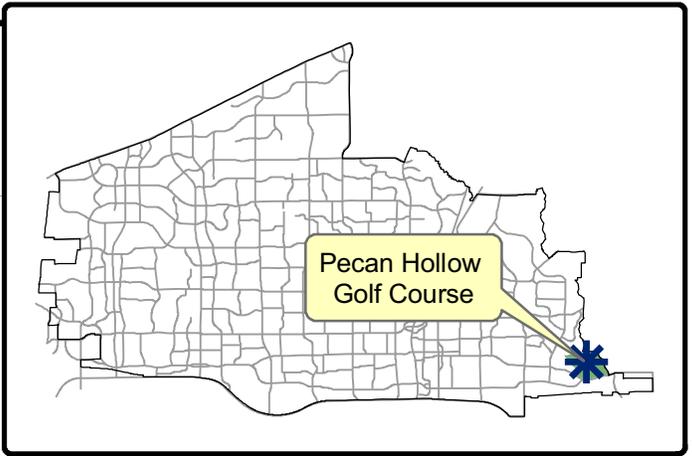
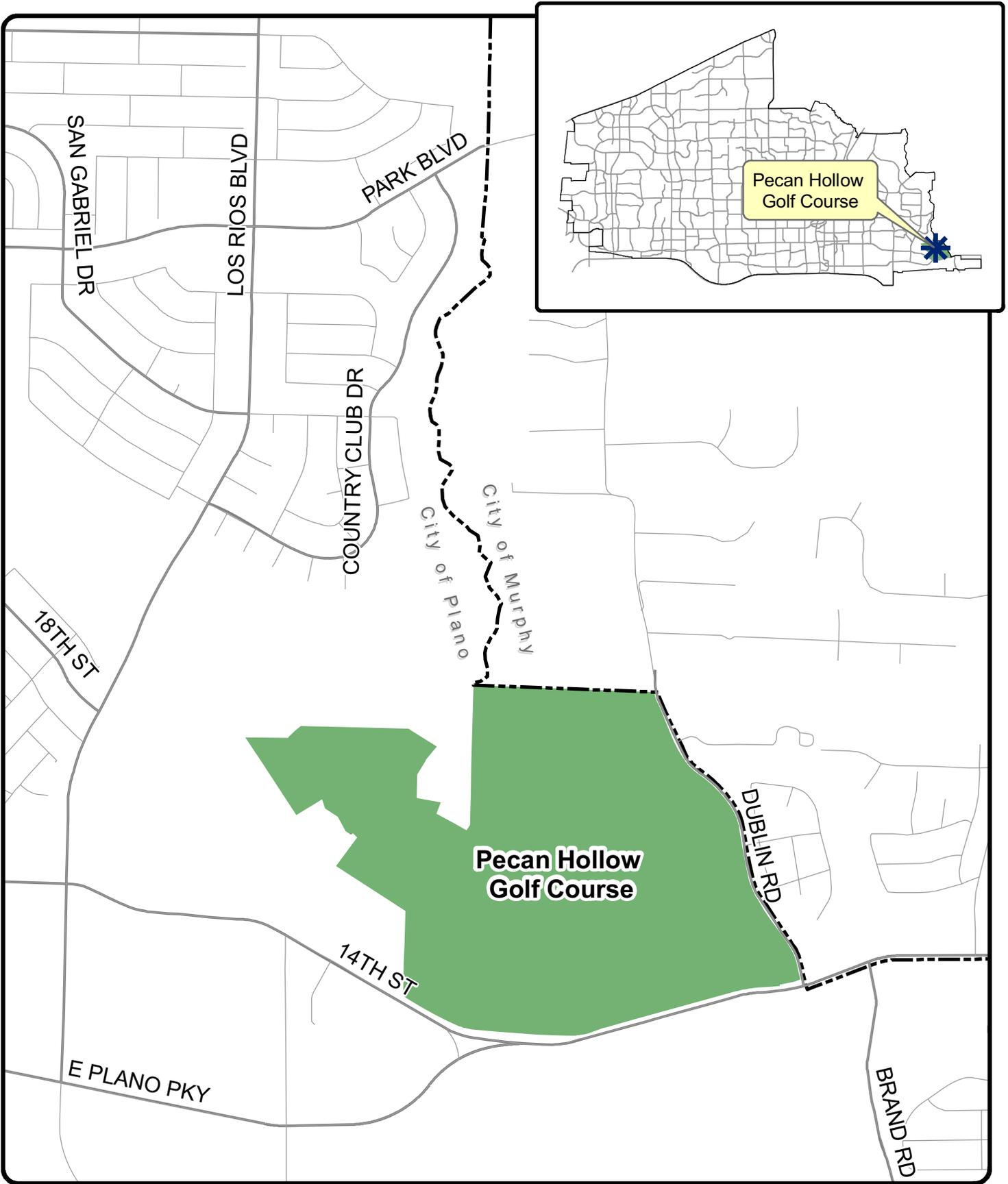
Funding Source For This Change Order

Funding is available in the current year CIP Budget in the 09 Pecan Hollow Golf Course account.



Location Map

Pecan Hollow Golf Course
Project #5922



**CHANGE ORDER NO. 8
PECAN HOLLOW GOLF COURSE RENOVATION
PROJECT NO. 5922
PURCHASE ORDER NO. 103847
CIP NO. 24452-8331
BID NO. 2010-169-C**

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 **TDI INTERNATIONAL dba TDI GOLF** for the **PECAN HOLLOW GOLF COURSE RENOVATION PROJECT**, dated **August 9, 2010**.

B. DESCRIPTION OF CHANGE

The change order is for extra work and materials made necessary per several proposed changes to the project.

This change order is for the addition of 2 items that were not included in the original bid due to budget concerns prior to bidding. Now that the actual bids received came in considerably under budget these items can be added within the available project funding.

Item 1 - \$49,793.00

This item is for a credit for all granular fertilizer and an addition of 10,000 gallons of liquid grow-in fertilizer for a lump sum price of \$49,793.00. This will be for a turf care package for use through the fertigation system during the initial turf establishment period between July and November. Turf establishment is the single most critical element in construction of a new or renovated golf course. No turf, no golf. This turf establishment package is now the industry standard for start up of new golf courses and has significantly improved the speed of establishment and the quality of turf on new golf courses. This item also eliminates ruts and tracks on the course due to equipment driving on the course to apply granular fertilizer to the wet turf areas.

The fertilizer and turf establishment package was not included in the original bid due to concerns about keeping the bids within budget. At that time there was no golf course superintendent on staff. A superintendent has now been hired and he strongly believes that this item will significantly improve turf establishment at the course. The product will initially be applied by the golf course contractor and then by golf course staff. We believe that it is important that this item be added to the existing construction contract instead of being acquired by a separate purchase in order to insure that we do not create any warranty issues by purchasing a product that is not acceptable to the current contractor.

Item 2 - \$38,180.00

This item is for adding additional pipe, wiring and 80 irrigation heads for the course for a lump sum price of \$38,180.00. The system as bid covers all of the new greens, tees and fairways. There are however a number of large areas on the course that are outside the areas of play. These areas will be very visible to golfers and to the general public from adjacent roadways and residences. This item will allow for the addition of irrigation to the most visible of these areas. Irrigation will help establish vegetation in these areas and will avoid having large brown areas visible during the hot dry summer months. Adding the additional irrigation at a later date will more than likely cost more than adding it now while a contractor is already on site.

City staff feels that it is to the City's advantage to approve these changes to our contract.

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
	Add 10,000 gals of Liquid Fertilizer & turf care package & ded of \$2,200 for granual fert.	0	1	ls	\$ 49,793.00	\$ 49,793.00
	Add 80 Irrig Heads & pipe in accordance w/approved field locatons	0	1	ls	\$ 38,180.00	\$ 38,180.00
	TOTAL:					\$87,973.00

Original Contract Amount	<u>\$ 7,514,491.38</u>
Contract Amount (Including Previous Change Orders)	<u>\$ 7,648,513.74</u>
Amount, Change Order No. 8	<u>\$ 87,973.00</u>
Revised Contract Amount	<u><u>\$ 7,736,486.74</u></u>
Total Percent Increase Including Previous Change Orders	<u>2.95%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

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

Original Contract Time	<u>345 calendar days</u>
Amount (Including Previous Change Orders)	<u>345 calendar days</u>
Amount, Change Order No. 8	<u>12.5 calendar days</u>
Revised Contract Time	<u>357.5 calendar days</u>
Total Percent Increase Including Previous Change Orders	<u>3.62%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **TDI INTERNATIONAL dba TDI GOLF**, do hereby agree to append this Change Order No. 8 to the original contract between themselves, dated August 9, 2010.

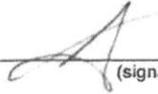
F. AUTHORITY TO SIGN

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: TDI
INTERNATIONAL dba TDI GOLF**

By: _____
(signature)

By:  _____
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: Geoff Corlett

Print
Title: City Manager

Print
Title: President

Date: _____

Date: May 26, 2011

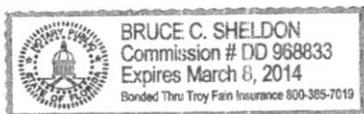
APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF FLORIDA §
 §
COUNTY OF MARTIN §

This instrument was acknowledged before me on the 26TH day of
MAY, 2011, by **GEOFF CORLETT, PRESIDENT** of **TDI**
INTERNATIONAL dba TDI GOLF, a **MICHIGAN** corporation, on behalf of said corporation.



Bruce C. Sheldon
Notary Public, State of ~~Texas~~
FLORIDA

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of
_____, 2011, 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:	6/13/11
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Chisholm Trail has been dedicated for public park and recreational uses; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	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): PARK IMPROVEMENT CIP & MUNICIPAL DRAINAGE CIP

COMMENTS: This item has no fiscal impact. It allows the City to apply for a grant provided by the Collin County Parks and Open Space Matching Grant program and offset funding currently programmed in the CIP.

STRATEGIC PLAN GOAL: Approval of this grant application relates to the City's Goal of Great Neighborhoods - 1st Choice to Live

SUMMARY OF ITEM

This grant request is for funding improvements along Chisholm Trail. The improvements include a solid pond edge erosion treatment, aesthetic improvements to the Deerfield Drive and Cross Bend Road bridges, a fishing pier and landscape improvements.

The City of Plano is eligible to apply for matching grant funds for park improvements. Bond funds for Chisholm Trail Improvements, in the amount of \$1,800,000 are available through the Parks and Capital Improvement Program. An additional \$500,000 is available through the Municipal Drainage Fund for creek erosion projects. The grant application request is for \$1,000,000 to be matched by City funds in the amount of \$1,200,000; making \$2,200,000 available for these improvements if the grant is approved.



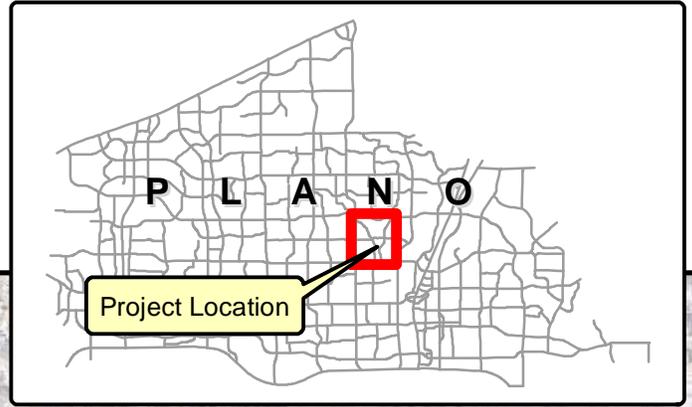
CITY OF PLANO COUNCIL AGENDA ITEM

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



Location Map

Chisholm Trail Improvements



A Resolution of the City Council of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Chisholm Trail has been dedicated for public park and recreational uses; and providing an effective date.

WHEREAS, the Collin County voters approved a bond referendum for the purpose of allowing City's within Collin County to participate in the Collin County Parks and Open Space Matching Grant Program ("the Program"); and

WHEREAS, the City of Plano is fully eligible to receive financial assistance under the Program; and

WHEREAS, the City of Plano desires to authorize an official to represent and act for the City of Plano in dealing with the Collin County Commissioners Court concerning the program;

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

Section I. The City of Plano hereby certifies that the City is eligible to receive financial assistance under the Program.

Section II. The City of Plano hereby certifies that the matching share for this application is readily available at this time.

Section III. The City Council of the City of Plano hereby authorizes and directs its Director of Parks and Recreation to act for the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Program, and the Director of Parks and Recreation is hereby officially designated as the representative in this regard.

Section IV. The City of Plano hereby specifically authorizes the Director of Parks and Recreation to make application for financial assistance from the Collin County Commissioners Court concerning proposed park improvements in the City of Plano for recreational use and certifying that Chisholm Trail has been dedicated for public park and recreational purposes in perpetuity.

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

DULY PASSED AND APPROVED this the 13th day of June, 2011.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	6/13/11
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Legacy Trail has been dedicated for public park and recreational uses; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	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): PARK IMPROVEMENT CIP

COMMENTS: This item has no fiscal impact. It allows the City to apply for a grant provided by the Collin County Parks and Open Space Matching Grant program and offset funding currently programmed in the CIP for this project.

STRATEGIC PLAN GOAL: Approval of this grant application relates to the City's Goal of Great Neighborhoods - 1st Choice to Live

SUMMARY OF ITEM

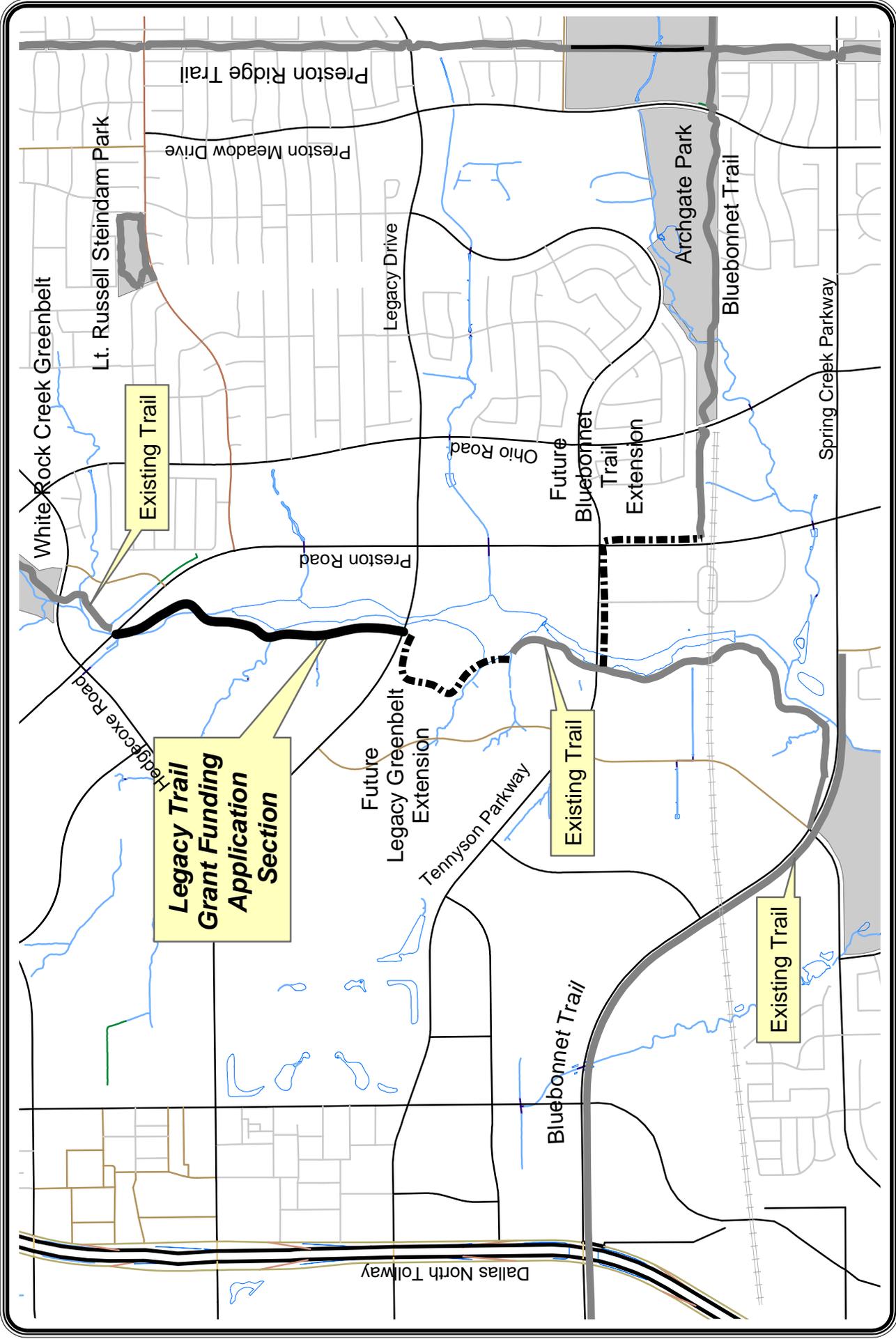
This grant request is for funding to construct recreational trail and pedestrian bridges on Legacy Trail. This section of trail will run along White Rock Creek through the Children's Hospital site from Legacy Drive to Preston Road.

The City of Plano is eligible to apply for matching grant funds for park improvements. Bond funds for development of Legacy Trail, in the amount of \$900,000 are available through the Park Improvement Capital Improvement Program. The grant application request is for \$325,000 to be matched by City funds in the amount of \$325,000; making \$650,000 available for these improvements if the grant is approved.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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



Legacy Trail - Grant Funding Application

A Resolution of the City Council of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Legacy Trail has been dedicated for public park and recreational uses; and providing an effective date.

WHEREAS, the Collin County voters approved a bond referendum for the purpose of allowing City's within Collin County to participate in the Collin County Parks and Open Space Matching Grant Program ("the Program"); and

WHEREAS, the City of Plano is fully eligible to receive financial assistance under the Program; and

WHEREAS, the City of Plano desires to authorize an official to represent and act for the City of Plano in dealing with the Collin County Commissioners Court concerning the program;

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

Section I. The City of Plano hereby certifies that the City is eligible to receive financial assistance under the Program.

Section II. The City of Plano hereby certifies that the matching share for this application is readily available at this time.

Section III. The City Council of the City of Plano hereby authorizes and directs its Director of Parks and Recreation to act for the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Program, and the Director of Parks and Recreation is hereby officially designated as the representative in this regard.

Section IV. The City of Plano hereby specifically authorizes the Director of Parks and Recreation to make application for financial assistance from the Collin County Commissioners Court concerning proposed park improvements in the City of Plano for recreational use and certifying that Legacy Trail has been dedicated for public park and recreational purposes in perpetuity.

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

DULY PASSED AND APPROVED this the 13th day of June, 2011.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	6/13/11
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Oak Point Park and Nature Preserve has been dedicated for public park and recreational uses; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	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): PARK IMPROVEMENT CIP

COMMENTS: This item has no fiscal impact. It certifies that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program.

STRATEGIC PLAN GOAL: Approval of this resolution relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

This grant request is for funding to construct recreational trail and pedestrian bridges in Oak Point Park and Nature Preserve (OPP&NP) and the Bluebonnet Trail connection at Rowlett Creek. This connection will begin at the end of Bluebonnet Trail east of U.S. 75 and continue to the existing trail in Oak Point Park and Nature Preserve. A portion of this trail connection is provided by an existing trail within the City of Allen.

The City of Plano is eligible to apply for matching grant funds for park improvements. Bond funds for development of Oak Point Park and Nature Preserve, in the amount of \$1,400,000 are available through the Park Improvement Capital Improvement Program. The grant application request is for \$700,000 to be matched by City funds in the amount of \$700,000; making \$1,400,000 available for these improvements if the grant is



**CITY OF PLANO
COUNCIL AGENDA ITEM**

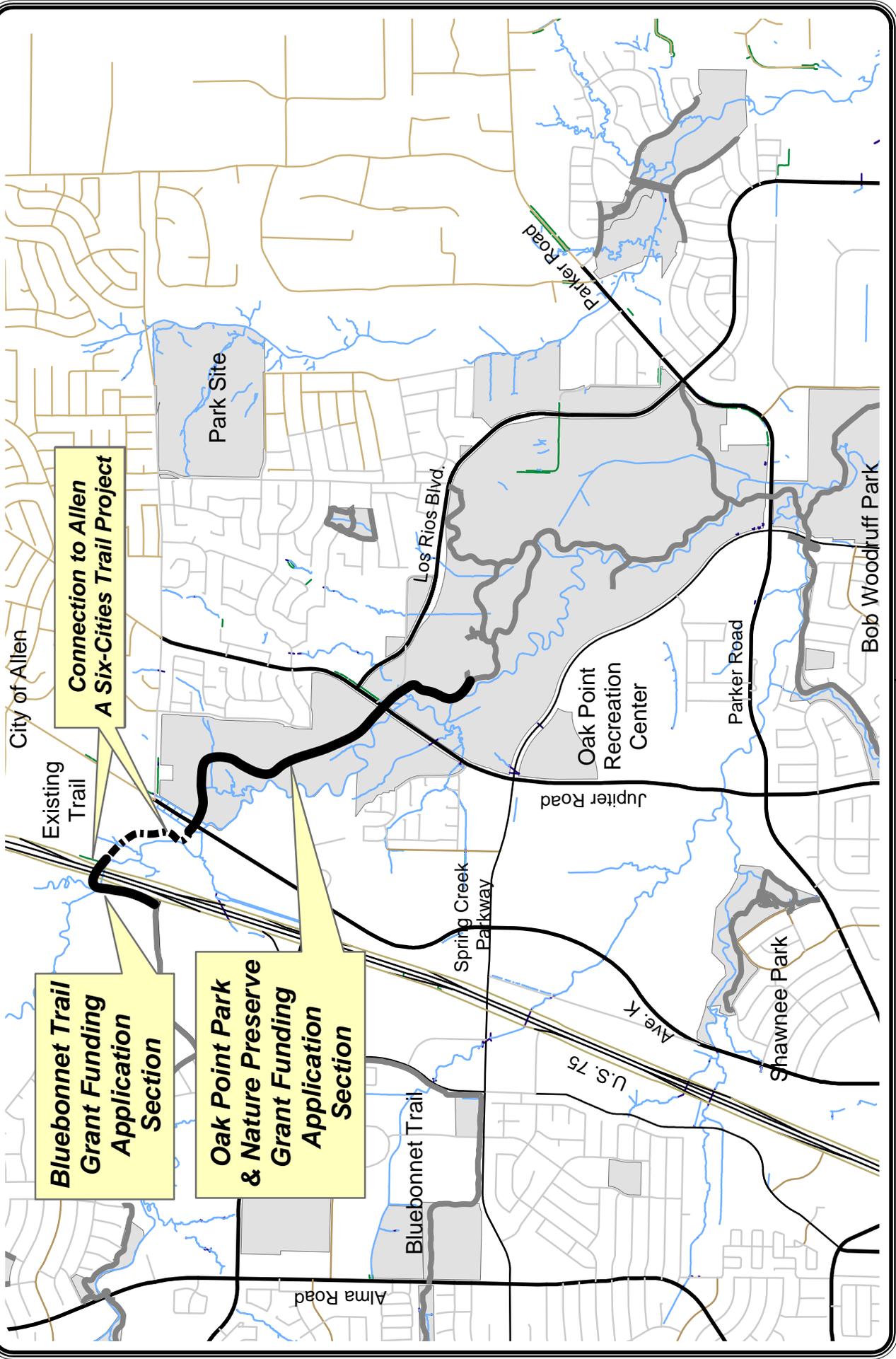
approved.

List of Supporting Documents:

Location Map

Resolution

Other Departments, Boards, Commissions or Agencies



Oak Point Park & Nature Preserve / Bluebonnet Trail - Grant Funding Application

A Resolution of the City Council of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Oak Point Park and Nature Preserve has been dedicated for public park and recreational uses; and providing an effective date.

WHEREAS, the Collin County voters approved a bond referendum for the purpose of allowing City's within Collin County to participate in the Collin County Parks and Open Space Matching Grant Program ("the Program"); and

WHEREAS, the City of Plano is fully eligible to receive financial assistance under the Program; and

WHEREAS, the City of Plano desires to authorize an official to represent and act for the City of Plano in dealing with the Collin County Commissioners Court concerning the program;

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

Section I. The City of Plano hereby certifies that the City is eligible to receive financial assistance under the Program.

Section II. The City of Plano hereby certifies that the matching share for this application is readily available at this time.

Section III. The City Council of the City of Plano hereby authorizes and directs its Director of Parks and Recreation to act for the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Program, and the Director of Parks and Recreation is hereby officially designated as the representative in this regard.

Section IV. The City of Plano hereby specifically authorizes the Director of Parks and Recreation to make application for financial assistance from the Collin County Commissioners Court concerning proposed park improvements in the City of Plano for recreational use and certifying that Oak Point Park and Nature Preserve has been dedicated for public park and recreational purposes in perpetuity.

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

DULY PASSED AND APPROVED this the 13th day of June, 2011.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	6/13/11
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Preston Ridge Trail has been dedicated for public park and recreational uses; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	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): PARK IMPROVEMENT CIP

COMMENTS: This item has no fiscal impact. It allows the City to apply for a grant provided by the Collin County Parks and Open Space Matching Grant program and offset funding currently programmed in the CIP for this project.

STRATEGIC PLAN GOAL: Approval of this grant application relates to the City's Goal of Great Neighborhoods - 1st Choice to Live

SUMMARY OF ITEM

This grant request is for funding the Preston Ridge Trail connection at the border of Plano and Dallas. Preston Ridge Trail is on the Six Cities Trail Plan.

The City of Plano is eligible to apply for matching grant funds for park improvements. Bond funds for the Preston Ridge Trail Connector, in the amount of \$600,000 are available through the Park Improvement Capital Improvement Program. The grant application request is for \$300,000 to be matched by City funds in the amount of \$300,000; making \$600,000 available for these improvements if the grant is approved.



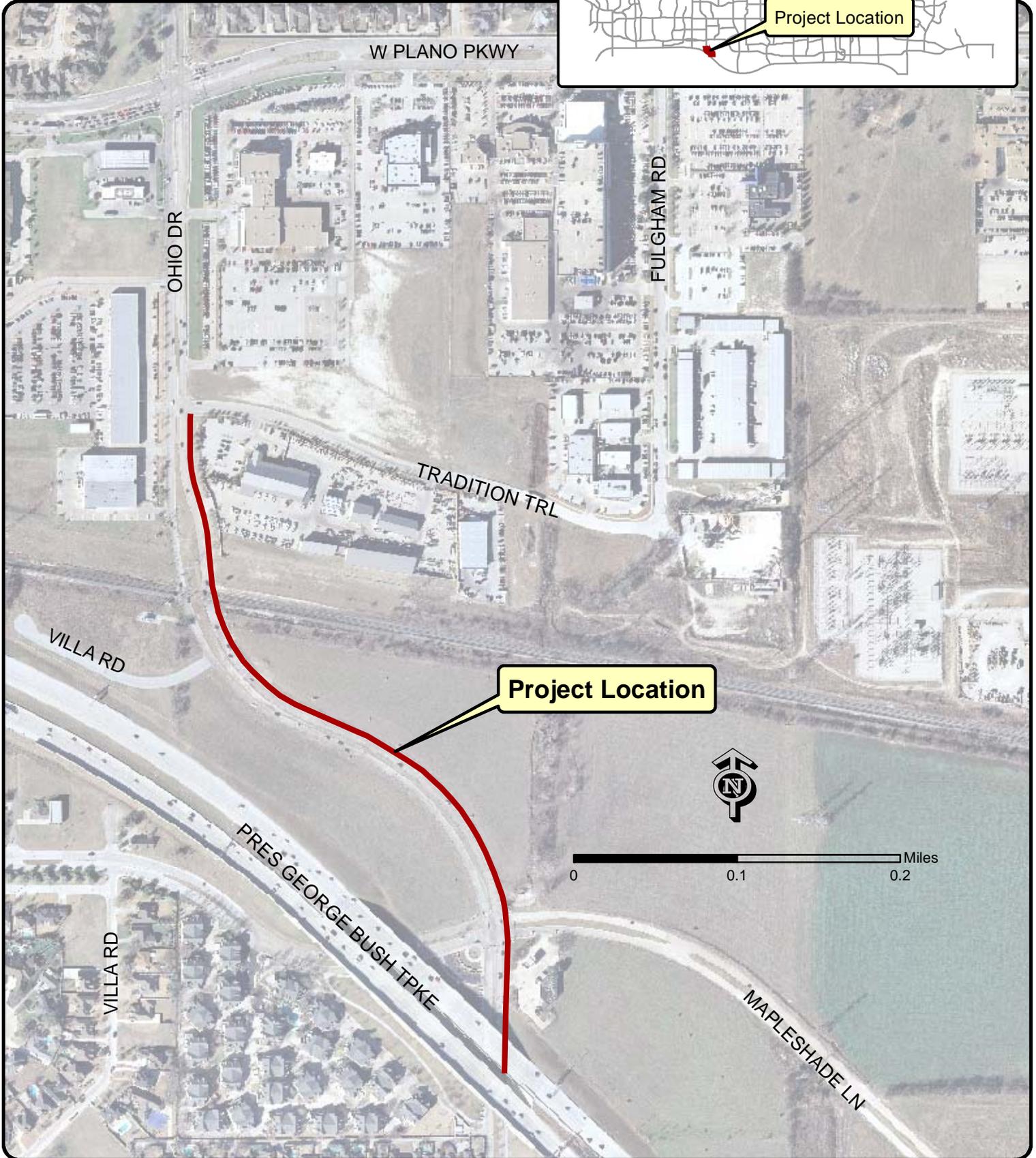
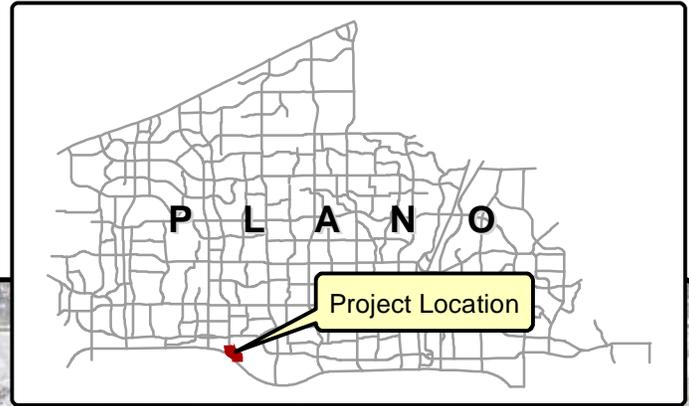
**CITY OF PLANO
COUNCIL AGENDA ITEM**

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



Location Map

Preston Ridge Trail Connection



A Resolution of the City Council of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that Preston Ridge Trail has been dedicated for public park and recreational uses; and providing an effective date.

WHEREAS, the Collin County voters approved a bond referendum for the purpose of allowing City's within Collin County to participate in the Collin County Parks and Open Space Matching Grant Program ("the Program"); and

WHEREAS, the City of Plano is fully eligible to receive financial assistance under the Program; and

WHEREAS, the City of Plano desires to authorize an official to represent and act for the City of Plano in dealing with the Collin County Commissioners Court concerning the program;

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

Section I. The City of Plano hereby certifies that the City is eligible to receive financial assistance under the Program.

Section II. The City of Plano hereby certifies that the matching share for this application is readily available at this time.

Section III. The City Council of the City of Plano hereby authorizes and directs its Director of Parks and Recreation to act for the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Program, and the Director of Parks and Recreation is hereby officially designated as the representative in this regard.

Section IV. The City of Plano hereby specifically authorizes the Director of Parks and Recreation to make application for financial assistance from the Collin County Commissioners Court concerning proposed park improvements in the City of Plano for recreational use and certifying that Preston Ridge Trail has been dedicated for public park and recreational purposes in perpetuity.

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

DULY PASSED AND APPROVED this the 13th day of June, 2011.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/13/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - x-7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending March 31, 2011 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: 2010-2011	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Investment Portfolio Summary Reviews relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Quarterly Investment report ending March 31, 2011.				
List of Supporting Documents: Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending March 31, 2011 and providing an effective date.

WHEREAS, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the Quarter Ending March 31, 2011, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

WHEREAS, the Public Funds Investment Act at Texas Government Code, Section 2256.005, requires the governing body of an investing entity to review its investment policy and investment strategies not less than annually; and

WHEREAS, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

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

Section I. The City of Plano’s Investment Portfolio Summary for the Quarter Ending March 31, 2011, 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, is hereby in all things approved.

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

DULY PASSED AND APPROVED this the 13th day of June, 2011.

Phil Dyer, MAYOR

ATTEST:

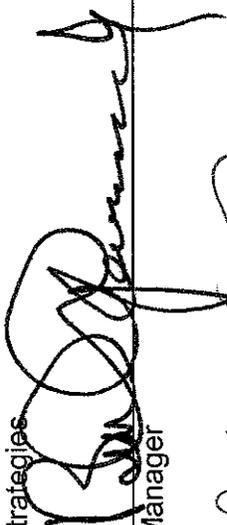
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ended
March 31, 2011

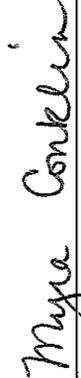
The investment portfolio of the City of Plano is in compliance with the Public Funds Investment Act and the City's Investment Policy and strategies.



City Manager



Director of Finance



Treasurer



Treasury Analyst

Federal Reserve Press Release, April 27, 2011

Information received since the Federal Open Market Committee met in March indicates that the economic recovery is proceeding at a moderate pace and overall conditions in the labor market are improving gradually. Household spending and business investment in equipment and software continue to expand. However, investment in nonresidential structures is still weak, and the housing sector continues to be depressed. Commodity prices have risen significantly since last summer, and concerns about global supplies of crude oil have contributed to a further increase in oil prices since the Committee met in March. Inflation has picked up in recent months, but longer-term inflation expectations have remained stable and measures of underlying inflation are still subdued.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The unemployment rate remains elevated, and measures of underlying inflation continue to be somewhat low, relative to levels that the Committee judges to be consistent, over the longer run, with its dual mandate. Increases in the prices of energy and other commodities have pushed up inflation in recent months. The Committee expects these effects to be transitory, but it will pay close attention to the evolution of inflation and inflation expectations. The Committee continues to anticipate a gradual return to higher levels of resource utilization in a context of price stability.

To promote a stronger pace of economic recovery and to help ensure that inflation, over time, is at levels consistent with its mandate, the Committee decided today to continue expanding its holdings of securities as announced in November. In particular, the Committee is maintaining its existing policy of reinvesting principal payments from its securities holdings and will complete purchases of \$600 billion of longer-term Treasury securities by the end of the current quarter. The Committee will regularly review the size and composition of its securities holdings in light of incoming information and is prepared to adjust those holdings as needed to best foster maximum employment and price stability.

The Committee will maintain the target range for the federal funds rate at 0 to 1/4 percent and continues to anticipate that economic conditions, including low rates of resource utilization, subdued inflation trends, and stable inflation expectations, are likely to warrant exceptionally low levels for the federal funds rate for an extended period.

<u>Asset Type</u>	<u>Ave. Yield</u>	<u>March 31, 2011</u>		<u>December 31, 2010</u>
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.15%	98,017,591.88	98,017,591.88	69,246,388.83
Certificates of Deposit	1.09%	34,735,764.20	34,735,764.20	34,687,594.93
FFCB Bonds	0.88%	10,022,075.95	9,948,880.00	24,373,686.68
FHLB Bonds	1.13%	122,385,411.72	122,816,535.85	99,877,445.55
FHLMC Bonds	1.55%	108,657,018.86	107,701,909.00	78,372,816.00
FNMA Bonds	1.32%	47,796,053.83	47,545,121.40	41,854,387.02
Totals		421,613,916.44	420,765,802.33	348,412,319.01

Average Yield (1):

Total Portfolio 1.02%

Fiscal Year-to-Date Average Yield (2):

1.05%

This Quarter:

Rolling Six Month Treasury Yield	0.17%
Rolling Two Year Treasury Yield	0.69%
TexPool Yield	0.15%

Last 12 Months:

Rolling Six Month	0.19%
Rolling Two Year	0.65%
TexPool Yield	0.19%

Investment Earnings (3):

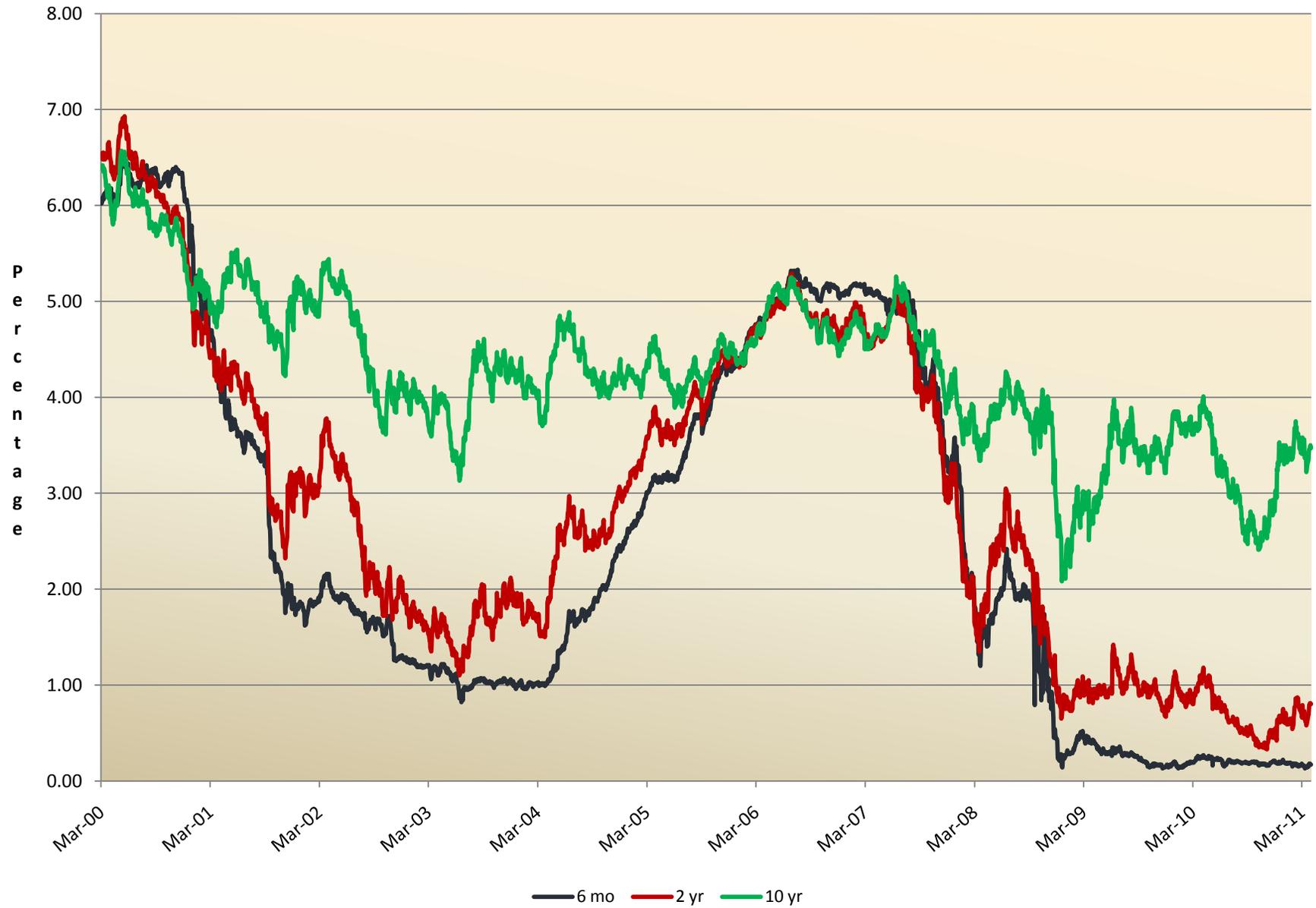
Quarter
Fiscal Year To Date

(1) Average Yield calculated using quarter end report yields and adjusted book values does not reflect a total return analysis or account for advisory fees.

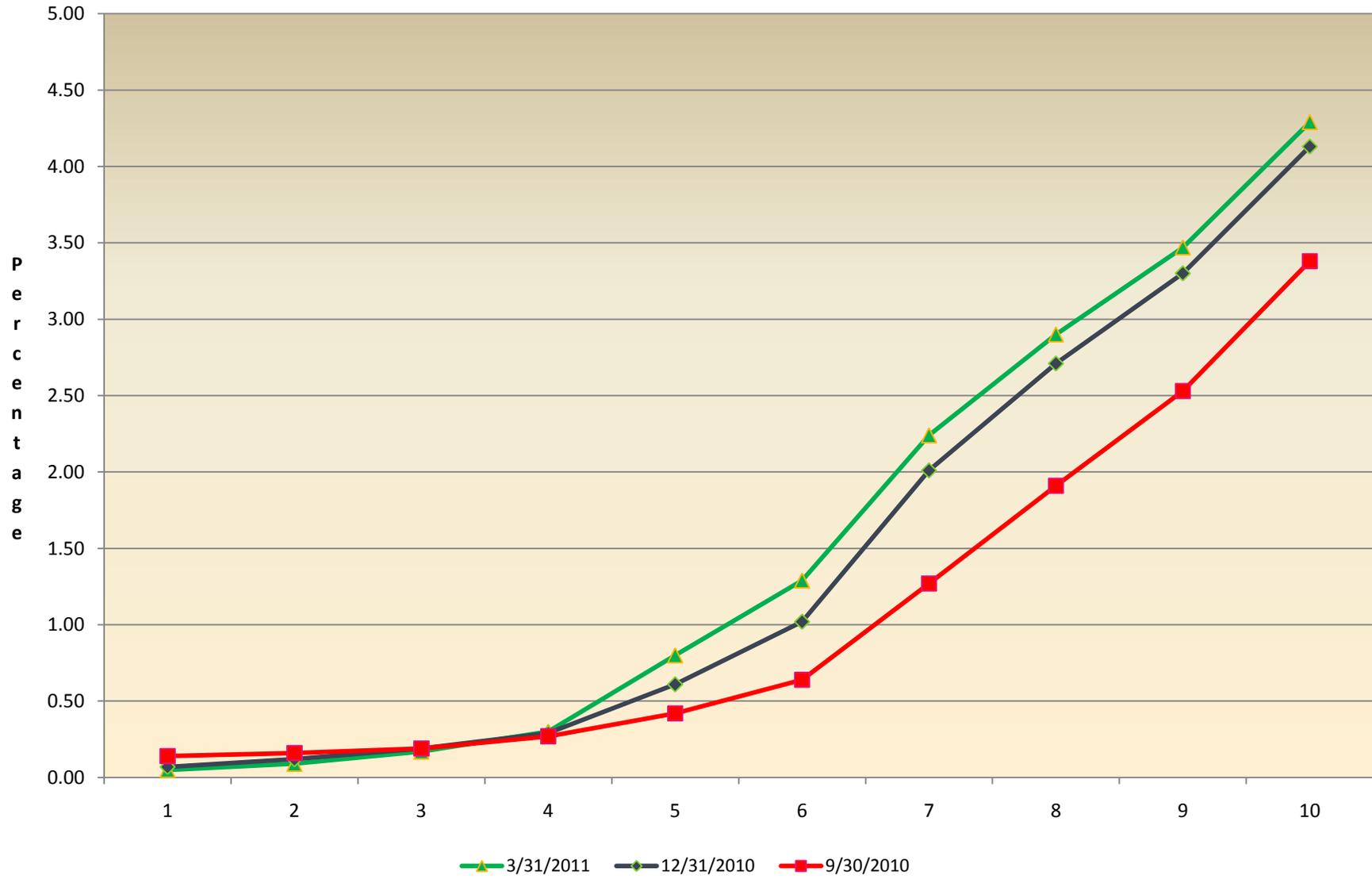
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Interest earnings are obtained from the general ledger - Interest plus/minus Gain or Loss on Investments plus/minus Unrealized Gain or Loss.

US Treasury Historical Yields



Treasury Yield Curves



S & P 500



Detail of Security Holdings

March 31, 2011

Security Description	Ratings	Coupon/ YTM	Maturity Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Certificate of Deposit		1.05%	03/11/12		97,575.75	97,575.75	97,575.75	1.000	97,575.75	11.34	1.05%	56.14
Certificate of Deposit		1.12%	06/01/12		245,000.00	245,000.00	245,000.00	1.000	245,000.00	14.03	1.12%	914.67
Certificate of Deposit		1.06%	08/23/12		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	16.75	1.06%	31,509.59
Certificate of Deposit		0.95%	01/13/13		5,047,593.52	5,047,593.52	5,047,593.52	1.000	5,047,593.52	21.44	0.95%	10,648.35
Certificate of Deposit		1.45%	08/22/13		1,500,000.00	1,500,000.00	1,500,000.00	1.000	1,500,000.00	28.69	1.45%	12,930.82
FFCB Bonds	AAA	0.97%	08/19/13	08/19/11	10,000,000.00	10,026,000.00	10,022,075.95	0.995	9,948,880.00	28.59	0.88%	11,316.67
FHLB Bonds	AAA	6.00%	05/13/11		1,000,000.00	1,083,680.00	1,005,518.77	1.007	1,006,808.00	1.41	1.25%	22,666.67
FHLB Bonds	AAA	3.13%	06/10/11		12,000,000.00	12,388,355.47	12,040,608.60	1.030	12,361,176.00	2.33	1.36%	115,625.00
FHLB Bonds	AAA	1.13%	07/18/11		5,630,000.00	5,605,228.00	5,626,207.66	1.003	5,645,628.88	3.57	1.35%	12,843.44
FHLB Bonds	AAA	1.38%	08/11/11		5,500,000.00	5,523,038.71	5,504,447.24	1.005	5,525,311.00	4.36	1.15%	10,503.47
FHLB Bonds	AAA	3.63%	09/16/11		13,000,000.00	13,315,980.40	13,200,002.58	1.005	13,068,510.000	5.54	0.29%	19,635.42
FHLB Bonds	AAA	0.30%	09/29/11		15,000,000.00	15,001,260.00	15,000,819.00	1.001	15,009,015.000	5.97	0.29%	250.00
FHLB Bonds	AAA	1.00%	02/27/12		8,000,000.00	8,004,824.00	8,002,231.10	1.006	8,047,056.00	10.92	0.97%	7,555.56
FHLB Bonds	AAA	1.30%	07/26/12		8,725,000.00	8,734,565.45	8,730,328.85	1.003	8,749,220.60	15.84	1.25%	20,479.51
FHLB Bonds	AAA	2.00%	09/14/12		17,000,000.00	17,256,428.00	17,148,884.67	1.020	17,339,235.00	17.48	1.39%	16,055.55
FHLB Bonds	AAA	0.75%	04/25/13	01/25/11	3,000,000.00	3,001,650.00	3,001,369.26	0.995	2,983,629.000	24.79	0.73%	9,750.00
FHLB Bonds	AAA	2.38%	03/14/14		15,000,000.00	15,335,700.00	15,322,547.02	1.026	15,389,715.000	35.38	1.63%	16,822.92
FHLB Bonds	AAA	1.38%	09/12/14		10,000,000.00	10,054,542.50	10,047,663.27	0.990	9,898,540.000	41.34	1.23%	7,256.94
FHLB Bonds	AAA	2.75%	03/13/15		7,565,000.00	7,761,622.75	7,754,783.70	1.030	7,792,691.370	47.31	2.09%	10,401.88
FHLMC Bonds	AAA	3.50%	05/05/11		3,000,000.00	3,121,266.90	3,006,590.59	1.003	3,009,627.00	1.15	1.18%	42,583.33
FHLMC Bonds	AAA	1.72%	04/11/13		3,000,000.00	3,086,610.00	3,071,643.95	1.017	3,051,741.00	24.33	0.53%	24,366.67
FHLMC Bonds	AAA	1.20%	08/16/13	05/16/11	17,000,000.00	16,999,150.00	16,999,190.08	0.996	16,927,546.00	28.49	1.20%	25,500.00
FHLMC Bonds	AAA	4.13%	09/27/13		15,000,000.00	16,329,150.00	16,032,272.51	1.073	16,097,070.00	29.87	1.30%	6,875.00
FHLMC Bonds	AAA	1.15%	07/28/14		11,000,000.00	10,984,600.00	10,986,332.36	0.979	10,772,531.00	39.84	1.19%	22,137.50
FHLMC Bonds	AAA	3.00%	07/28/14	01/28/11	11,000,000.00	11,820,710.00	11,728,387.62	1.045	11,495,407.00	39.84	0.97%	57,750.00
FHLMC Bonds	AAA	1.75%	09/10/15		17,000,000.00	17,088,555.17	17,079,498.95	0.982	16,685,908.00	53.25	1.64%	17,354.17
FHLMC Bonds	AAA	1.75%	09/10/15		13,000,000.00	12,744,589.10	12,753,102.80	0.982	12,759,812.00	53.25	2.20%	13,270.83
FHLMC Bonds	AAA	Step	09/23/15	03/23/11	17,000,000.00	17,000,000.00	17,000,000.00	0.994	16,902,267.00	53.67	2.44%	4,722.22
FNMA Bonds	AAA	1.00%	04/04/12		6,000,000.00	5,986,158.00	5,993,243.35	1.006	6,037,584.00	12.13	1.11%	29,500.00
FNMA Bonds	AAA	1.88%	04/20/12		6,000,000.00	6,111,240.00	6,094,370.64	1.015	6,092,832.00	12.66	0.38%	50,312.50
FNMA Bonds	AAA	1.25%	08/20/13		10,000,000.00	10,164,100.00	10,139,357.30	1.003	10,034,760.00	28.62	0.66%	14,236.11
FNMA Bonds	AAA	Step	09/30/14	03/30/11	8,785,000.00	8,785,000.00	8,785,000.00	0.989	8,691,290.40	41.93	1.74%	-
FNMA Bonds	AAA	5.00%	04/15/15		15,000,000.00	16,786,500.00	16,784,082.54	1.113	16,688,655.00	48.39	1.92%	345,833.33
TOTAL					\$ 416,958,356.08	\$ 422,853,860.53	\$ 421,613,916.44		\$ 420,765,802.33	20.85	1.02%	\$ 1,147,660.45

(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

Detail of Security Holdings

March 31, 2011

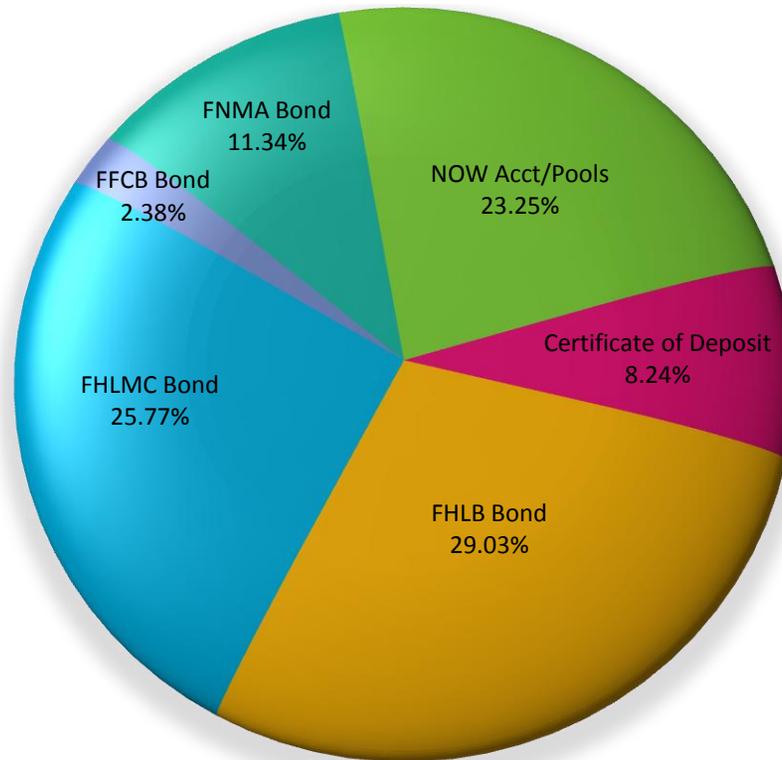
Security Description	Ratings	Coupon/ YTM	Maturity Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Certificate of Deposit		1.35%	03/09/12		95,000.00	95,000.00	95,000.00	1.000	95,000.00	11.28	1.35%	1,359.80
Certificate of Deposit		1.35%	03/09/12		95,000.00	95,000.00	95,000.00	1.000	95,000.00	11.28	1.35%	1,359.80
Certificate of Deposit		1.35%	03/09/12		95,000.00	95,000.00	95,000.00	1.000	95,000.00	11.28	1.35%	1,359.80
Certificate of Deposit		1.35%	03/09/12		95,000.00	95,000.00	95,000.00	1.000	95,000.00	11.28	1.35%	1,359.80
Certificate of Deposit		1.35%	03/09/12		95,000.00	95,000.00	95,000.00	1.000	95,000.00	11.28	1.35%	1,359.80
Certificate of Deposit		1.35%	03/09/12		95,000.00	95,000.00	95,000.00	1.000	95,000.00	11.28	1.35%	1,359.80
Certificate of Deposit		1.35%	03/09/12		95,000.00	95,000.00	95,000.00	1.000	95,000.00	11.28	1.35%	1,359.80
Certificate of Deposit		1.05%	03/11/12		97,575.75	97,575.75	97,575.75	1.000	97,575.75	11.34	1.05%	56.14
FNMA Bonds	AAA	1.00%	04/04/12		6,000,000.00	5,986,158.00	5,993,243.35	1.006	6,037,584.00	12.13	1.11%	29,500.00
FNMA Bonds	AAA	1.88%	04/20/12		6,000,000.00	6,111,240.00	6,094,370.64	1.015	6,092,832.00	12.66	0.38%	50,312.50
Certificate of Deposit		1.12%	06/01/12		245,000.00	245,000.00	245,000.00	1.000	245,000.00	14.03	1.12%	914.67
FHLB Bonds	AAA	1.30%	07/26/12		8,725,000.00	8,734,565.45	8,730,328.85	1.003	8,749,220.60	15.84	1.25%	20,479.51
Certificate of Deposit		1.06%	08/23/12		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	16.75	1.06%	31,509.59
FHLB Bonds	AAA	2.00%	09/14/12		17,000,000.00	17,256,428.00	17,148,884.67	1.020	17,339,235.00	17.48	1.39%	16,055.55
Certificate of Deposit		0.95%	01/13/13		5,047,593.52	5,047,593.52	5,047,593.52	1.000	5,047,593.52	21.44	0.95%	10,648.35
FHLMC Bonds	AAA	1.72%	04/11/13		3,000,000.00	3,086,610.00	3,071,643.95	1.017	3,051,741.00	24.33	0.53%	24,366.67
FHLB Bonds	AAA	0.75%	04/25/13	01/25/11	3,000,000.00	3,001,650.00	3,001,369.26	0.995	2,983,629.000	24.79	0.73%	9,750.00
FHLMC Bonds	AAA	1.20%	08/16/13	05/16/11	17,000,000.00	16,999,150.00	16,999,190.08	0.996	16,927,546.00	28.49	1.20%	25,500.00
FFCB Bonds	AAA	0.97%	08/19/13	08/19/11	10,000,000.00	10,026,000.00	10,022,075.95	0.995	9,948,880.00	28.59	0.88%	11,316.67
FNMA Bonds	AAA	1.25%	08/20/13		10,000,000.00	10,164,100.00	10,139,357.30	1.003	10,034,760.00	28.62	0.66%	14,236.11
Certificate of Deposit		1.45%	08/22/13		1,500,000.00	1,500,000.00	1,500,000.00	1.000	1,500,000.00	28.69	1.45%	12,930.82
FHLMC Bonds	AAA	4.13%	09/27/13		15,000,000.00	16,329,150.00	16,032,272.51	1.073	16,097,070.00	29.87	1.30%	6,875.00
FHLB Bonds	AAA	2.38%	03/14/14		15,000,000.00	15,335,700.00	15,322,547.02	1.026	15,389,715.000	35.38	1.63%	16,822.92
FHLMC Bonds	AAA	1.15%	07/28/14		11,000,000.00	10,984,600.00	10,986,332.36	0.979	10,772,531.00	39.84	1.19%	22,137.50
FHLMC Bonds	AAA	3.00%	07/28/14	01/28/11	11,000,000.00	11,820,710.00	11,728,387.62	1.045	11,495,407.00	39.84	0.97%	57,750.00
FHLB Bonds	AAA	1.38%	09/12/14		10,000,000.00	10,054,542.50	10,047,663.27	0.990	9,898,540.000	41.34	1.23%	7,256.94
FNMA Bonds	AAA	Step	09/30/14	03/30/11	8,785,000.00	8,785,000.00	8,785,000.00	0.989	8,691,290.40	41.93	1.74%	-
FHLB Bonds	AAA	2.75%	03/13/15		7,565,000.00	7,761,622.75	7,754,783.70	1.030	7,792,691.370	47.31	2.09%	10,401.88
FNMA Bonds	AAA	5.00%	04/15/15		15,000,000.00	16,786,500.00	16,784,082.54	1.113	16,688,655.00	48.39	1.92%	345,833.33
FHLMC Bonds	AAA	1.75%	09/10/15		17,000,000.00	17,088,555.17	17,079,498.95	0.982	16,685,908.00	53.25	1.64%	17,354.17
FHLMC Bonds	AAA	1.75%	09/10/15		13,000,000.00	12,744,589.10	12,753,102.80	0.982	12,759,812.00	53.25	2.20%	13,270.83
FHLMC Bonds	AAA	Step	09/23/15	03/23/11	17,000,000.00	17,000,000.00	17,000,000.00	0.994	16,902,267.00	53.67	2.44%	4,722.22
TOTAL					\$ 416,958,356.08	\$ 422,853,860.53	\$ 421,613,916.44		\$ 420,765,802.33	20.85	1.02%	\$ 1,147,660.45

(1) (2)

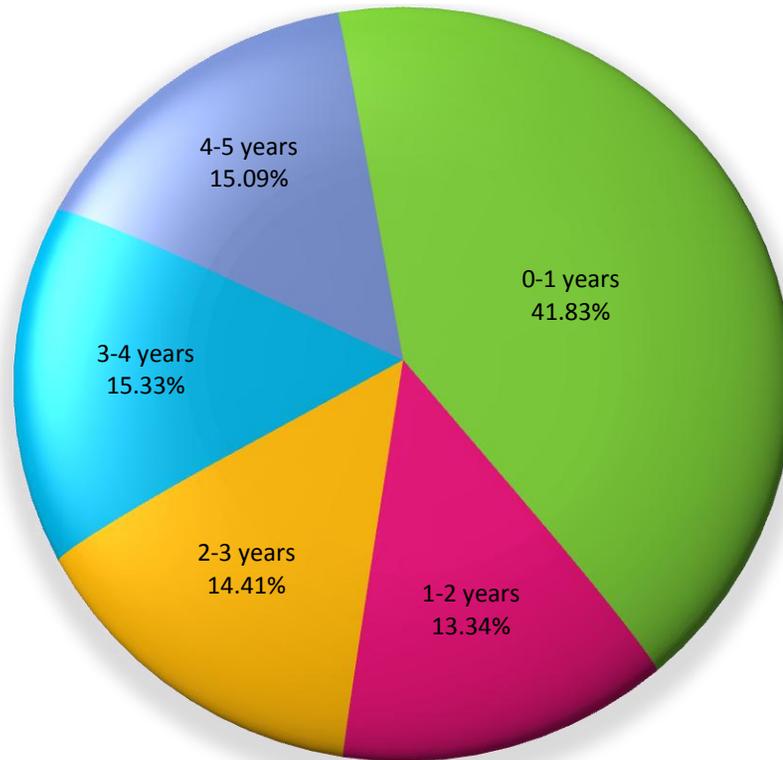
(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

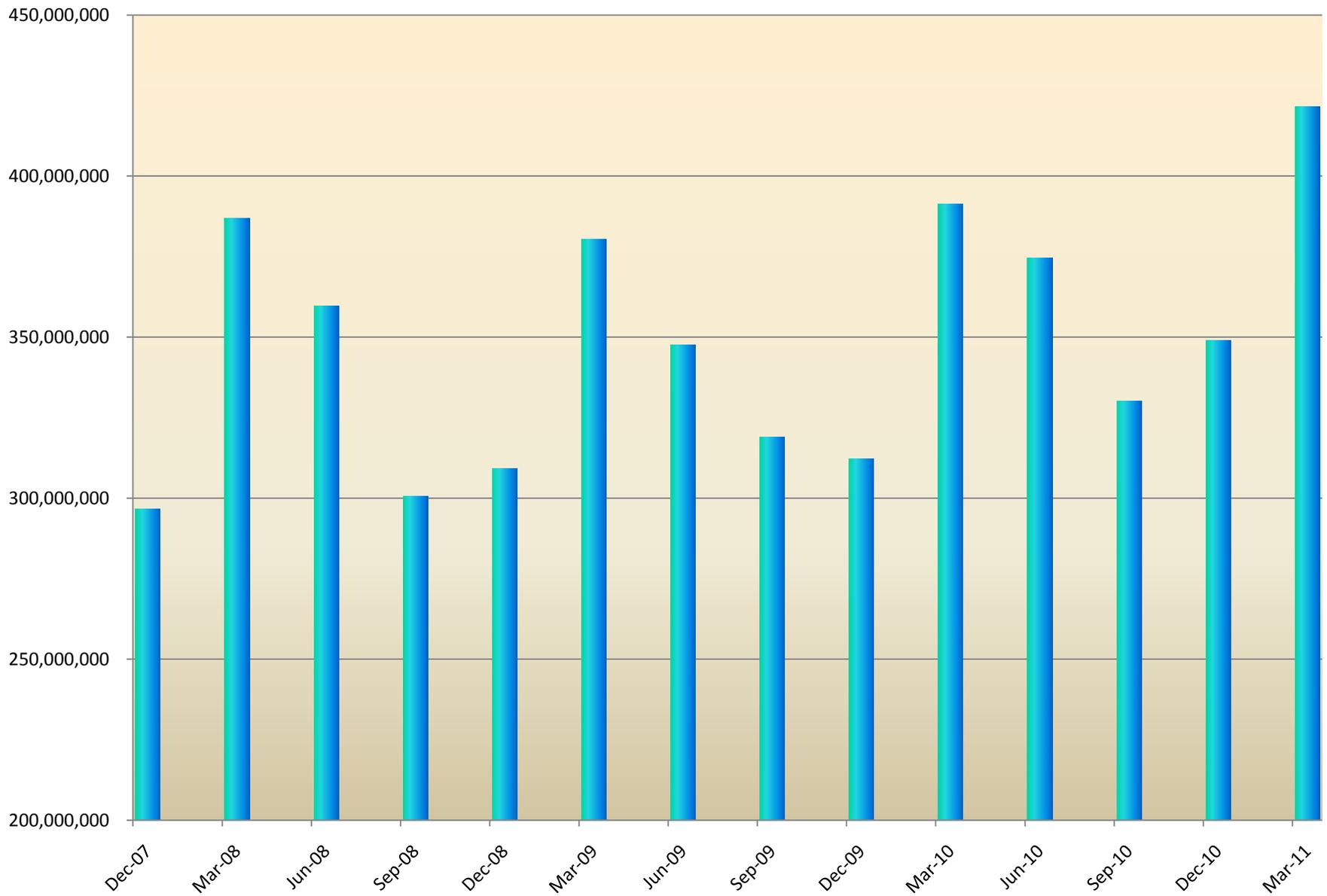
Portfolio Composition 3/31/11



**Portfolio Maturities
3/31/11**



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	December 31, 2010			March 31, 2011	
			Par Value	Purchase/ Adjustment	Maturity/Call/ Adjustment	Par Value	Adjusted Book Value
Certificate of Deposit	1.35%	03/09/12	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.05%	03/11/12	-	97,575.75	-	97,575.75	97,575.75
Certificate of Deposit	1.12%	06/01/12	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	1.06%	08/23/12	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	0.95%	01/13/13	-	5,047,593.52	-	5,047,593.52	5,047,593.52
Certificate of Deposit	1.45%	08/23/13	1,500,000.00	-	-	1,500,000.00	1,500,000.00
FFCB Bond	2.75%	09/30/14	14,305,000.00	-	(14,430,182.32)	-	-
FFCB Bond	0.97%	08/19/13	10,000,000.00	-	(2,278.48)	10,000,000.00	10,022,075.95
FHLB Bond	6.00%	05/13/11	1,000,000.00	-	(11,550.92)	1,000,000.00	1,005,518.77
FHLB Bond	3.13%	06/10/11	12,000,000.00	-	(51,475.69)	12,000,000.00	12,040,608.60
FHLB Bond	1.13%	07/18/11	5,630,000.00	3,131.29	-	5,630,000.00	5,626,207.66
FHLB Bond	1.38%	08/11/11	5,500,000.00	-	(3,009.41)	5,500,000.00	5,504,447.24
FHLB Bond	3.63%	09/16/11	13,000,000.00	-	(106,510.24)	13,000,000.00	13,200,002.58
FHLB Bond	0.30%	09/29/11	15,000,000.00	-	(405.00)	15,000,000.00	15,000,819.00
FHLB Bond	1.00%	02/27/12	8,000,000.00	-	(603.00)	8,000,000.00	8,002,231.10
FHLB Bond	1.30%	07/26/12	8,725,000.00	-	(992.95)	8,725,000.00	8,730,328.85
FHLB Bond	2.00%	09/14/12	17,000,000.00	-	(25,140.00)	17,000,000.00	17,148,884.67
FHLB Bond	0.75%	04/25/13	3,000,000.00	3,001,650.00	(163.01)	3,000,000.00	3,001,369.26
FHLB Bond	2.38%	03/14/14	-	15,322,547.02	-	15,000,000.00	15,322,547.02
FHLB Bond	1.38%	09/12/14	10,000,000.00	-	(3,401.81)	10,000,000.00	10,047,663.27
FHLB Bond	2.75%	03/13/15	-	7,754,783.70	-	7,565,000.00	7,754,783.70
FHLMC Bond	3.50%	05/05/11	3,000,000.00	-	(16,947.24)	3,000,000.00	3,006,590.59
FHLMC Bond	1.72%	04/11/13	3,000,000.00	-	(8,689.96)	3,000,000.00	3,071,643.95
FHLMC Bond	1.20%	08/16/13	-	16,999,190.08	-	17,000,000.00	16,999,190.08
FHLMC Bond	4.13%	09/27/13	15,000,000.00	-	(101,980.81)	15,000,000.00	16,032,272.51
FHLMC Bond	1.15%	07/28/14	11,000,000.00	1,012.42	-	11,000,000.00	10,986,332.36
FHLMC Bond	3.00%	07/28/14	11,000,000.00	-	(53,954.64)	11,000,000.00	11,728,387.62
FHLMC Bond	1.75%	09/10/15	17,000,000.00	-	(4,405.73)	17,000,000.00	17,079,498.95
FHLMC Bond	Step	09/23/15	17,000,000.00	-	(17,000,000.00)	-	-
FHLMC Bond	1.75%	09/10/15	-	12,753,102.80	-	13,000,000.00	12,753,102.80
FHLMC Bond	Step	09/23/15	-	17,000,000.00	-	17,000,000.00	17,000,000.00
FNMA Bond	5.05%	02/07/11	1,000,000.00	-	(999,882.94)	-	-
FNMA Bond	1.00%	04/04/12	6,000,000.00	1,643.51	-	6,000,000.00	5,993,243.35
FNMA Bond	1.88%	04/20/12	-	6,094,370.64	-	6,000,000.00	6,094,370.64
FNMA Bond	1.40%	07/26/13	10,000,000.00	-	(9,992,705.40)	-	-
FNMA Bond	1.25%	08/20/13	10,000,000.00	-	(14,366.73)	10,000,000.00	10,139,357.30
FNMA Bond	2.10%	06/30/14	6,000,000.00	-	(5,987,937.99)	-	-
FNMA Bond	Step	9/30/2014	8,785,000.00	-	-	8,785,000.00	8,785,000.00
FNMA Bond	5.00%	4/15/2015	-	16,784,082.54	-	15,000,000.00	16,784,082.54
TOTAL			\$ 345,878,983.76	\$ 139,102,021.72	\$ (63,383,719.67)	\$ 416,958,356.08	\$ 421,613,916.44

Market Value Comparison

Security Description	Coupon/ Yield	Maturity Date	December 31, 2010		March 31, 2011	
			Par Value	Qtr to Qtr Change (1)	Par Value	Market Value
Certificate of Deposit	1.35%	03/09/12	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.05%	03/11/12	-	97,575.75	97,575.75	97,575.75
Certificate of Deposit	1.12%	06/01/12	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	1.06%	08/23/12	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	0.95%	01/13/13	-	5,047,593.52	5,047,593.52	5,047,593.52
Certificate of Deposit	1.45%	08/23/13	1,500,000.00	-	1,500,000.00	1,500,000.00
FFCB Bond	2.75%	09/30/14	14,305,000.00	(14,430,182.32)	-	-
FFCB Bond	0.97%	08/19/13	10,000,000.00	(75,474.43)	10,000,000.00	9,948,880.00
FHLB Bond	6.00%	05/13/11	1,000,000.00	(10,261.69)	1,000,000.00	1,006,808.00
FHLB Bond	3.13%	06/10/11	12,000,000.00	269,091.71	12,000,000.00	12,361,176.00
FHLB Bond	1.13%	07/18/11	5,630,000.00	22,552.51	5,630,000.00	5,645,628.88
FHLB Bond	1.38%	08/11/11	5,500,000.00	17,854.35	5,500,000.00	5,525,311.00
FHLB Bond	3.63%	09/16/11	13,000,000.00	(238,002.82)	13,000,000.00	13,068,510.00
FHLB Bond	0.30%	09/29/11	15,000,000.00	7,791.00	15,000,000.00	15,009,015.00
FHLB Bond	1.00%	02/27/12	8,000,000.00	44,221.90	8,000,000.00	8,047,056.00
FHLB Bond	1.30%	07/26/12	8,725,000.00	17,898.80	8,725,000.00	8,749,220.60
FHLB Bond	2.00%	09/14/12	17,000,000.00	165,210.33	17,000,000.00	17,339,235.00
FHLB Bond	0.75%	04/25/13	3,000,000.00	(17,903.27)	3,000,000.00	2,983,629.00
FHLB Bond	2.38%	03/14/14	-	15,389,715.00	15,000,000.00	15,389,715.00
FHLB Bond	1.38%	09/12/14	10,000,000.00	(152,525.08)	10,000,000.00	9,898,540.00
FHLB Bond	2.75%	03/13/15	-	7,792,691.37	7,565,000.00	7,792,691.37
FHLMC Bond	3.50%	05/05/11	3,000,000.00	(13,910.83)	3,000,000.00	3,009,627.00
FHLMC Bond	1.72%	04/11/13	3,000,000.00	(28,592.91)	3,000,000.00	3,051,741.00
FHLMC Bond	1.20%	08/16/13	-	16,927,546.00	17,000,000.00	16,927,546.00
FHLMC Bond	4.13%	09/27/13	15,000,000.00	(37,183.32)	15,000,000.00	16,097,070.00
FHLMC Bond	1.15%	07/28/14	11,000,000.00	(212,788.94)	11,000,000.00	10,772,531.00
FHLMC Bond	3.00%	07/28/14	11,000,000.00	(286,935.26)	11,000,000.00	11,495,407.00
FHLMC Bond	1.75%	09/10/15	17,000,000.00	(397,996.68)	17,000,000.00	16,685,908.00
FHLMC Bond	Step	09/23/15	17,000,000.00	(17,000,000.00)	-	-
FHLMC Bond	1.75%	09/10/15	-	12,759,812.00	13,000,000.00	12,759,812.00
FHLMC Bond	Step	09/23/15	-	16,902,267.00	17,000,000.00	16,902,267.00
FNMA Bond	5.05%	02/07/11	1,000,000.00	(999,882.94)	-	-
FNMA Bond	1.00%	04/04/12	6,000,000.00	45,984.16	6,000,000.00	6,037,584.00
FNMA Bond	1.88%	04/20/12	-	6,092,832.00	6,000,000.00	6,092,832.00
FNMA Bond	1.40%	07/26/13	10,000,000.00	(9,992,705.40)	-	-
FNMA Bond	1.25%	08/20/13	10,000,000.00	(118,964.03)	10,000,000.00	10,034,760.00
FNMA Bond	2.10%	06/30/14	6,000,000.00	(5,987,937.99)	-	-
FNMA Bond	Step	9/30/2014	8,785,000.00	(93,709.60)	8,785,000.00	8,691,290.40
FNMA Bond	5.00%	4/15/2015	-	16,688,655.00	15,000,000.00	16,688,655.00
TOTAL			\$ 345,878,983.76	\$ 71,868,537.94	\$ 416,958,356.08	\$ 420,765,802.33

(1) Does not include interest.

Allocation**March 31, 2011**

Book Value	% Equity in Treasury Pool	Book Value Fund Allocation
General Fund	13.78%	58,078,258.23
Debt Service Funds	4.77%	20,096,479.02
Capital Projects Funds	38.22%	161,124,358.49
Enterprise Funds	14.79%	62,342,870.91
Special Revenue Funds	8.06%	33,987,213.03
Internal Service Funds	14.30%	60,277,200.00
Fiduciary Funds	6.10%	25,707,536.75
Totals	100.00%	421,613,916.44

Market Value	% Equity in Treasury Pool	Market Value Fund Allocation
General Fund	13.78%	57,961,428.62
Debt Service Funds	4.77%	20,056,053.16
Capital Projects Funds	38.22%	160,800,242.42
Enterprise Funds	14.79%	62,217,462.65
Special Revenue Funds	8.06%	33,918,844.71
Internal Service Funds	14.30%	60,155,947.02
Fiduciary Funds	6.10%	25,655,823.74
Totals	100.00%	420,765,802.33

Allocations are based upon fund equity in the Treasury Pool at the end of the period.



**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:		6/13/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley x7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the execution of a waiver releasing the allocation of Qualified Energy Conservation Bond (QECB) to the State of Texas for reallocation; 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: 10-11	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: This item has no fiscal impact. Strategic Plan Goal: Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This resolution waives the allocation of Qualified Energy Conservation Bond funding to the City of Plano because the City does not have any projects identified for which the QECB will be issued.				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the execution of a waiver releasing the allocation of Qualified Energy Conservation Bond (QECB) to the State of Texas for reallocation; and providing an effective date.

WHEREAS, The American Recovery and Reinvestment Act (ARRA) of 2009 increased the Qualified Energy Conservation Bond (QECB) volume cap to \$3.2 million nationwide; and

WHEREAS, the State of Texas received an allocation of \$252,378,000 of which \$205,881,199 is awarded to large local governments and the remaining \$46,496,801 is allocated by the State; and

WHEREAS, local governments have been given the option of waiving the allocation by execution of a waiver; and

WHEREAS, City Council finds that it is the best interest that the City of Plano waive the allocation because the City does not have any projects identified for which Energy Conversation Bonds will be issued.

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

Section I. The City Council approves of the execution of the waiver releasing the QECB allocation to the State of Texas for reallocation.

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

DULY PASSED AND APPROVED this the 13th day of June, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/13/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley x7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, rescinding the prior action by the City Council on January 24, 2011 approving the First Amended Tax Abatement Agreement between City of Plano and Air System Components, Inc. and Plano Tech Partners, LP; adopting a revised First Amended Tax Abatement between the same parties and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 10-11	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): ECONOMIC DEVELOPMENT INCENTIVE FUND				
COMMENTS: This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy.				
SUMMARY OF ITEM				
This amended agreement rescinds approval of a First Amended Tax Abatement agreement which was never fully executed because it included language on damages under the Assignment provision which was in error.				
List of Supporting Documents: Amended Tax Abatement Agreement			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, rescinding the prior action by the City Council on January 24, 2011 approving the First Amended Tax Abatement Agreement between City of Plano and Air System Components, Inc. and Plano Tech Partners, LP; adopting a revised First Amended Tax Abatement between the same parties and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, on January 24, 2011, the City Council approved a First Amended Tax Abatement Agreement between the City of Plano, Texas and Air System Components, Inc and Plano Tech Partners, LP.; and

WHEREAS, the First Amended Tax Abatement Agreement was never fully executed by all parties because it inadvertently included language on damages under the Assignment provision, which was in error and therefore the Council should rescind its prior approval of January 24, 2011 for the agreement; and

WHEREAS, the City Council has been presented a revised First Amended Tax Abatement Agreement between Air System Components, Inc., Plano Tech Partners, LP and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the this First Amended Tax Abatement Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the prior action on January 24, 2011 approving the First Amended Tax Abatement Agreement should be rescinded, and the terms and conditions in this First Amended Tax Abatement Agreement (Exhibit A) should be approved, and that the City Manager or his authorized designee shall be authorized to execute 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 prior action approving the First Amended Tax Abatement Agreement with Air System Components, Inc. and Plano Tech Partners, LP on January 24, 2011 is hereby rescinded.

Section II. The terms and conditions of the First Amended Tax Abatement Agreement as shown on Exhibit A, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section III. The City Manager or his authorized designee is hereby authorized to execute the revised 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 revised agreement.

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

DULY PASSED AND APPROVED this the 13th day of June, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. This First Amended Tax Abatement Agreement supersedes the Tax Abatement Agreement between the City of Plano, Texas and Air System Components, Inc. approved on the 25th day of October 2010 by the City Council of the City of Plano, Texas.

2. The real property subject to this Agreement is located at 605 Shiloh Road and is within the property described by metes and bounds in **EXHIBIT "A"** (the "Real Property") attached hereto and made a part hereof and more particularly shown on the Improvement area, Building 9 as marked on **EXHIBIT "B"**. At the time of this Agreement, Plano Tech Center Partners, Ltd., is the Owner of the Real Property and Air System Components, Inc. is the Lessee of the Real Property.

JOBS

3. The Lessee estimates the proposed occupancy of the Real Property for Building 9 as shown in **EXHIBIT "B"** (the "Development") will result in the retention, creation or transfer of 130 full time jobs ("Job Equivalents") at the Development in Plano by the Commencement Date (as defined below in Section 4). "Job Equivalent" shall mean one or more Company job positions located at the Development which individually or when combined total 2080 hours on an annual basis (inclusive of holidays, vacation and sick leave).

IMPROVEMENTS

4. The Lessee shall occupy not less than 90,000 gross square feet of commercial/industrial space on the Real Property by the Commencement Date. The "Commencement Date" means the date of occupancy of the Real Property by the Lessee but in no event shall be later than January 1, 2011. The Lessee and/or Owner shall make real property improvements to the Real Property with a taxable value of not less than Four Million Five Hundred Thousand Dollars (\$4,500,000.00) by January 1, 2011 subject to the Lessee having additional time as may be required in the sole discretion of the City in the "event of force majeure" if Lessee is diligently and faithfully pursuing the completion of the Improvements or made substantial progress toward the completion of the Improvements. Real Property Improvements to be made by the Lessee include but are not limited to a complete construction and finish out of the interior space for office and warehouse facilities. The term "Event of Force Majeure" means any contingency or cause beyond the control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Owner's or Lessee's operations in the City.

DEFAULT

5. Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) Owner allows its real property taxes located on the Real Property owed the City to become delinquent and fails to either (1) timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or (2) cure such delinquency within 30 days of receipt of notice of such delinquency; or

(b) Lessee fails to occupy the Improvements on or before the Commencement Date, subject to delay due to “Event of Force Majeure”; or

(c) The value of real property improvements on the Real Property on January 1, 2011 is less than the minimum amounts set forth in paragraph 4 above; or

(d) The assessed value of the Improvements falls below the minimum amounts set forth in paragraph 4 above as the result of the Owner filing a protest or as a result of the removal of Improvements from the Real Property; or

(e) Lessee fails to employ at least 75% of the required Job Equivalents as provided in paragraph 3 above, subject to delay due to “Event of Force Majeure”; or

(f) Owner and Lessee fail to provide annual certification as required in paragraph 8 below; or

(g) Owner or Lessee has been convicted of a violation under 8 U.S.C. Section 1324a (f) regarding the unlawful employment of aliens at the Development.

6. In the event that the Owner and/or the Lessee defaults under this Agreement then the City shall give the Owner and Lessee written notice of such default and if the defaulting party has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the City. Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraphs 5(a) or 5(g) above and after the defaulting party fails to cure same within the cure period, this Agreement shall terminate upon delivery of written notice by the City to Owner and Lessee and all taxes due after termination of this Agreement shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

7. Upon the occurrence of an event of default under Paragraph 5(a) above and after Owner fails to cure same in accordance herewith or upon the occurrence of an event of default under Paragraph 5(g), this Agreement shall terminate upon delivery of written notice by the City to Owner with respect to the tax abatement attributable to the Real Property improvements and all taxes, including previously abated taxes which would have been paid to the City without the benefit of this Agreement, shall become due and owing to the City, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

8. Beginning November 1, 2011 and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Owner and the Lessee, or its successors or assigns, must provide annual certification (substantially in the form attached as **EXHIBIT "C"** for Owner and **EXHIBIT "D"** for Lessee hereto) to the Governing Body of the City certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

9. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by Owner or Lessee unless written permission is first granted by the City, which permission shall be at the reasonable discretion of the City, except under the following conditions:

(a) Assignment to an affiliate of Owner or Lessee is permissible upon a written agreement by the affiliate to be bound by the terms of this Agreement ;

(b) A transfer or assignment of this Agreement by Owner or Lessee to other successors or assigns is permissible wherein the successors or assigns agree to be bound by the terms of this Agreement prior to the transfer or assignment and Owner or Lessee shall continue to conduct business on the subject premises, and shall remain the primary tenant or landlord.

Assignment under either (a) or (b) above may be made without consent of the City; however, Owner agrees to give thirty (30) days prior written notice to the City of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) hereof.

If (A) Owner desires to assign this Agreement and the City's consent is required to such assignment, and (B) the City does not consent to such assignment, then the Owner may terminate this Agreement by delivering written notice to the City, and upon such termination, the Owner and the City shall have no further rights, duties or obligations under this Agreement.

ABATEMENT PROVISIONS

10. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem real property improvement taxes belonging to Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) The tax abatements as to Real Property improvements, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2011, through December 31, 2020 (the "Term").

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the taxable value of the Real Property improvements for each tax year from January 1, 2011, through December 31, 2020.

(c) The Owner shall have the right to protest and/or contest any assessment of the real property improvements, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those in paragraph 4 as a result of an Owner filed protest and/or contest or removal of improvements from the Real Property.

NOTICE

11. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Mr. Bruce D. Glasscock
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

With copy to:

City of Plano
Attention: Ms. Diane C. Wetherbee
City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

For Lessee by notice to:

Air System Components, Inc.
Attn: Jon Muckley,
Vice President
605 Shiloh Road
Plano, Texas 75074

With a copy to:

Tomkins Law Department
Attn: Corporate Counsel, Air System Components, Inc.
1551 Wewatta Street, MC10-A5
Denver, CO 80202

For Owner by Notice to:

Plano Tech Center Partners, Ltd.
c/o Peloton Real Estate Partners
Attn: Bob Gray
1616 Woodall Rodgers Freeway # 600
Dallas, TX 75202

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

12. The Owner and Lessee further agree that the City, its agents and employees, shall have reasonable right (with no less than 5 business days prior written notice to Owner) to access the Real Property during regular business hours to inspect the real property improvements in order to insure that the real property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. During the term of this Agreement City shall have the continuing right (with no less than 5 business days prior written notice to Owner and Lessee) to inspect the Real Property during regular business hours to insure that the real property improvements are thereafter maintained in accordance with this Agreement.

13. **INDEMNIFICATION: IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT THE OWNER AND LESSEE, IN PERFORMING THEIR OBLIGATIONS HEREUNDER, ARE ACTING INDEPENDENTLY, AND THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES IN CONNECTION THEREWITH TO THIRD PARTIES AND OWNER AND LESSEE AGREE TO INDEMNIFY AND HOLD HARMLESS CITY FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTIONS, INCLUDING ATTORNEYS' FEES, OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER'S DEFAULT OF ITS OBLIGATIONS HEREUNDER.**

14. The City represents and warrants that the Property does not include any property that is owned by it or its council or boards, agencies, commissions, or other entities approving, or having responsibility for the approval of this Agreement.

15. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 24th day of January, 2011, authorizing the City Manager to execute the Agreement on behalf of the City.

16. This Agreement was entered into by Owner and Lessee pursuant to their duly authorized representative.

17. This instrument shall constitute a valid and binding agreement between the City, Lessee and Owner when executed in accordance herewith.

18. **Severability**. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this ____ day of _____, 2011.

ATTEST:

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

Di Zucco, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

Air System Components, Inc., a Delaware
corporation

By: _____
Name: _____
Title: _____

Plano Tech Center Partners, Ltd., a Texas
Limited Partnership

By: _____
Name: _____
Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 119

Real Property
Metes and Bounds

FIELD NOTES
BUILDINGS 9 AND 10

LOT 5, BLOCK 1 PLANO TECH CENTER II

BEING a tract of land situated in the J.B. Roundtree Survey, Abstract No. 759 and J.T. McCullough Survey, Abstract No. 633, and being all of Lot 5, Block 1 of Plano Tech Center II, an addition to the City of Plano as recorded in Cabinet N, Page 862 of the Plat Records of Collin county, Texas (P.R.C.C.T.), same being part of a tract of land described in Special Warranty deed to Argent Plano Realty, L.P., dated May 24, 2000, as recorded in Volume 4678, Page 2236, Deed Records of Collin County, Texas, (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at the northeast corner of a tract of land described by deed to Patrick Hillary as recorded in Volume 2206, Page 185, D.R.C.C.T., said point being on the west right-of-way line of Shiloh Road (variable width);

THENCE South 87 degrees 10 minutes 35 seconds West, departing said west right-of-way line and along the north line of said Hillary Tract, a distance of 570.20 feet to a ½ inch found iron rod with a yellow plastic cap stamped "HALFF ASSOC. INC", (hereinafter referred to as "with cap") for corner, said corner being the northwest corner of said Hillary Tract;

THENCE North 01 degree 26 minutes 31 seconds West, a distance of 16.55 feet to a point for corner;

THENCE South 89 degrees 40 minutes 24 seconds West, a distance of 312.80 feet to a 1/2 inch found iron rod with cap for corner;

THENCE North 00 degrees 21 minutes 11 seconds West, a distance of 138.22 feet to an aluminum disk found in concrete for corner, said corner being the most southerly southeast corner of Lot 1, Block 1 of Plano Tech Center II, an addition to the City of Plano as recorded in Cabinet N, Page 459, P.R.C.C.T.;

THENCE North 64 degrees 59 minutes 53 seconds East, along the common line between said Lot 1 and said Lot 5, a distance of 50.51 feet to a ½ inch found iron rod with cap for corner;

THENCE North, continuing along said common line, a distance of 681.25 feet to a found "X" cut in concrete for corner;

THENCE North 89 degrees 51 minutes 32 seconds East, departing said common line, a distance of 313.72 feet to a ½ inch found iron rod with cap for corner;

THENCE South 00 degrees 15 minutes 46 seconds East, a distance of 99.57 feet to a found “X” cut in concrete for corner:

THENCE South 89 degrees 56 minutes 16 seconds East, a distance of 419.48 feet to a found “X” cut in concrete for corner, said point being on the west line of a tract of land described by deed to Texas Power & Light Company (known as Tract 2) as recorded in Volume 874, Page 566, D.R.C.C.T.;

THENCE South 00 degrees 11 minutes 54 seconds West, along said west line, a distance of 646.72 feet to a ½ inch found iron rod with cap for corner, said corner being the southwest corner of said Tract 2:

THENCE North 87 degrees 11 minutes 54 seconds East, along the south line of said Tract 2, a distance of 76.77 feet to a ½ inch found iron rod with cap for corner, said corner being the southeast corner of said Tract 2:

THENCE North 00 degrees 35 minutes 54 seconds East, along the east line of said Tract 2, a distance of 1194.03 feet to a ½ inch found iron rod with cap for corner on the west right-of-way line of said Shiloh Road, said corner being on a non-tangent circular curve to the left, having a radius of 1255.00 feet and whose chord bears South 09 degrees 55 minutes 53 seconds East, a distance of 42.48 feet;

THENCE Southerly, along said west right-of-way line and along said circular curve to the left, through a central angle of 01 degree 56 minutes 23 seconds and an arc distance of 42.49 feet to a ½ inch found iron rod with cap for the point of reverse curvature of a circular curve to the right, having a radius of 1145.00 feet and whose chord bears South 05 degrees 09 minutes 05 seconds East, a distance of 229.42 feet;

THENCE Southerly, continuing along said west right-of-way line and along said circular curve to the right, through a central angle of 11 degrees 29 minutes 58 seconds and a arc distance of 229.81 feet to a ½ inch found iron rod for the point of tangency;

THENCE South 00 degrees 35 minutes 54 seconds West, continuing along said west right-of-way line, a distance of 858.99 feet to a found “X” cut in concrete for corner;

THENCE South 00 degrees 39 minutes 42 seconds West, continuing along said west right-of-way line, a distance of 149.97 feet to the POINT OF BEGINNING AND CONTAINING 625,615 square feet or 14.36 acres of land, more or less.

EXHIBIT "B" SITE PLAN

EXHIBIT "A-1" FLOOR PLANS

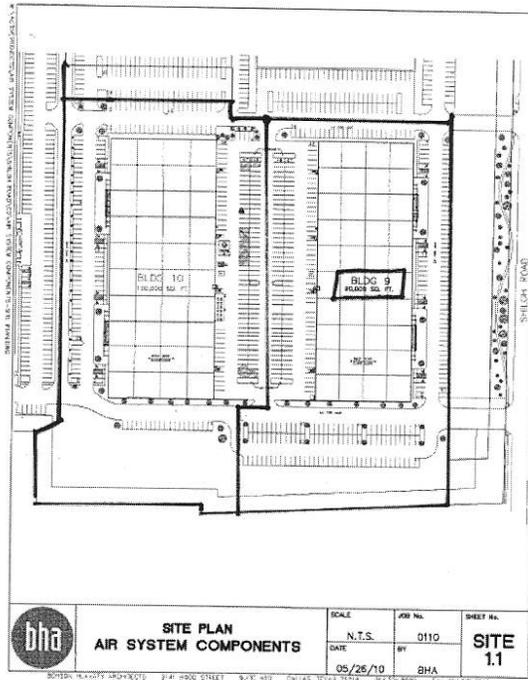


EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 119

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 119
Tax Abatement Agreement (the "Agreement") between Plano Tech Center Partners, Ltd.,
Air System Components, Inc., ("Company") and the City of Plano, dated as of

This letter certifies that Owner is in compliance with each applicable term as set forth in the Agreement. The term of the Agreement is January 1, 2011, through December 31, 2020. This form is due on November 1 of each year the Agreement is in force.

Plano Tech Center Partners, Ltd, a Texas
Limited Partnership

By: _____
Name: _____
Title: _____

EXHIBIT "D"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 119

[DATE]

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

RE: Certification Form – Reinvestment Zone No. 119
Tax Abatement Agreement (the "Agreement") between Plano Tech Center Partners, Ltd.,
Air System Components, Inc., ("Company") and the City of Plano, dated as of

This letter certifies that Lessee is in compliance with each applicable term as set forth in the Agreement. The term of the Agreement is January 1, 2011, through December 31, 2020. This form is due on November 1 of each year the Agreement is in force.

Air Systems Components Inc., a Delaware
Corporation

By: _____
Name: _____
Title: _____



**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:		6/13/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley x7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Amendment of the Economic Development Incentive Agreement by and between the City of Plano, Texas and MedAssets Net Revenue Systems, LLC., a Delaware limited liability company; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 10-11	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): ECONOMIC DEVELOPMENT INCENTIVE FUND				
COMMENTS: This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy.				
SUMMARY OF ITEM				
This amendment is necessary to clarify compliance dates for the Company to occupy additional space and to create additional Job Equivalents and to remove the Real Property improvement requirement from the Agreement.				
List of Supporting Documents: Amended Economic Development Incentive Agreement			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 First Amendment of the Economic Development Incentive Agreement by and between the City of Plano, Texas and MedAssets Net Revenue Systems, LLC., a Delaware limited liability company; 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 First Amendment of the Economic Development Incentive Agreement By and Between the City of Plano, Texas and MedAssets Net Revenue Systems, LLC, a Delaware limited liability company, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, the First Amendment of the Economic Development Incentive Agreement is necessary to clarify compliance dates for the Company to occupy additional space and to create additional Job Equivalents and to remove the Real Property improvement requirement from the Agreement.

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

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

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

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

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

DULY PASSED AND APPROVED this the 13th day of June, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS § **First Amendment of Economic**
 § **Development Incentive Agreement**
 § **By and Between City of Plano and**
 § **MedAssets Net Revenue Systems, LLC**
 §
COUNTY OF COLLIN §

THIS FIRST AMENDMENT of Economic Development Incentive Agreement (hereinafter "First Amendment") is made and entered into on this the _____ day of _____, 20____, by and between **MEDASSETS NET REVENUE SYSTEMS, LLC**, a Delaware limited liability company (hereinafter "Company"), Plano, Texas, and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Company entered into an Economic Development Incentive Agreement on September 14, 2009 (hereinafter "Agreement"); and

WHEREAS, City and Company desire to amend such Agreement in certain respects as set forth herein in this First Amendment.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Amendment and the Agreement, priority of interpretation shall be in the following order: First Amendment and then the Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this First Amendment and continuing through the remaining term of the Agreement, **Article III Obligations of Company** is hereby amended to read in its entirety as follows:

Article III Obligations of Company

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

- (a) Occupy not less than 49,000 square feet of commercial space on the Property on or before September 30, 2009;
- (b) Retain, create or transfer at least 245 Job Equivalents on the Property on or before September 30, 2009;
- (c) Retain, create or transfer at least an additional 25 Job Equivalents on the Property on or before December 31, 2009;
- (d) Occupy not less than an additional 50,000 square feet of commercial space on the Property on or before December 31, 2011 (provided, however, that in the event of any non-material delay in the date of Company's occupation of the Property not due to Company's fault or within Company's control, which in turn delay's Company's ability to timely satisfy its obligation herein, the City agrees to negotiate in good faith with Company to extend the deadline specified herein);
- (e) Create or transfer at least an additional 180 Job Equivalents to the Property (for at total of 450 Job Equivalents on the Property) on or before December 31, 2011 (provided, however, that in the event of any non-material delay in the date of Company's occupation of the Property not due to Company's fault or within Company's control, which in turn delays Company's ability to timely provide the Job Equivalents specified herein, the City agrees to negotiate in good faith with Company to extend the deadline specified herein); and
- (f) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

II.

Beginning on the effective date of this First Amendment and continuing through the remaining term of the Agreement, section 4.02 **Grant Payments** of **Article IV Economic Development Grant** is hereby amended to read in its entirety as follows:

Except as otherwise indicated, the Company shall be entitled to a payment of One Hundred and Ninety Six Thousand Dollars (\$196,000.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City using the Initial Certification form attached hereto as Exhibit "A" that the Company has met its obligations as set forth in Article III (a) and (b) above. In order to receive payment under this Agreement, Company's initial certification verifying compliance with Article III (a) and (b) above must be filed with the City no later than March 31, 2012. The Company shall be entitled to a second payment of Twenty Thousand Dollars (\$20,000.00) from the City under this Agreement within thirty (30) days after the Company verifies to the City using the Second Certification attached hereto as Exhibit "C" that the Company has met its obligations as set forth in Article III (c) above. In order to receive payment under this Agreement, Company's second certification verifying compliance with Article III (c) above must be filed with the City no later than March 31, 2012. The Company shall be entitled to a third payment of One Hundred and Forty-Four Thousand Dollars (\$144,000.00) from the City under this Agreement within thirty (30) days after the Company certifies to the City using the Final Certification attached hereto as Exhibit "D" that the Company has met its obligations as set forth in Article III (d) and (e) above. **Company must submit the Certification forms attached hereto as Exhibits "A", "C" & "D" verifying compliance with the obligations set forth in Article III not later than March 31, 2012. A failure to provide the forms by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of any outstanding grant payments. The submission of the Certifications in Exhibits "A", "C" & "D" is in addition to the requirement to file the Certification in Exhibit "B" of the Original Agreement which must be submitted annually during the term of the agreement.**

III.

Beginning on the effective date of this First Amendment and continuing through the remaining term of the Agreement, the first address listed under section 6.04 **Notice** is hereby amended to read in its entirety as follows:

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

IV.

Beginning on the effective date of this First Amendment and continuing through the remaining term of the Agreement, paragraph 6.12 **Dispute Resolution** of **Article VI Miscellaneous** is deleted from the Agreement.

IN WITNESS WHEREOF, the parties enter into this First Amendment on the date first written above.

MedAssets Net Revenue Systems, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that MedAssets Net Revenue Systems, LLC has occupied at least 49,000 square feet of commercial space and retained, transferred or added at least 245 Job Equivalent positions at the Real Property by September 30, 2009 and is in compliance with the Agreement and is entitled to receive payment in accordance with Section 4.02 of that Agreement.

_____ b. I hereby certify that MedAssets Net Revenue Systems, LLC has failed to occupy at least 49,000 square feet of commercial space and has failed to retain, transfer or add at least 245 Job Equivalent positions at the Real Property by September 30, 2009 and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 of that Agreement.

ATTEST: _____
Name: _____

By: _____
Chief Financial Officer
MedAssets Net Revenue
Systems, LLC

Date

This Certification is due by March 31, 2012.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "C"

SECOND CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that MedAssets Net Revenue Systems, LLC has continued to occupy at least 49,000 square feet of commercial space and retained, transferred or added at least 25 additional Job Equivalent positions to the current 245 Job Equivalent positions for a total of at least 270 Job Equivalents at the Real Property by December 31, 2009 and is in compliance with the Agreement and is entitled to receive payment in accordance with Section 4.02 of that Agreement.

_____ b. I hereby certify that MedAssets Net Revenue Systems, LLC has failed to continue to occupy at least 49,000 square feet of commercial space and failed to retain, transfer or add at least 25 additional Job Equivalent positions to the current 245 Job Equivalent positions for a total of at least 270 Job Equivalents at the Real Property by December 31, 2009 and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 of that Agreement.

ATTEST: _____
Name: _____

By: _____
Chief Financial Officer
MedAssets Net Revenue
Systems, LLC

Date

This Certification is due by March 31, 2012.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "D"

FINAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that MedAssets Net Revenue Systems, LLC has occupied and additional 50,000 square feet for a total occupancy of at least 99,000 square feet at the Real Property by December 31, 2011. I further certify that MedAssets Net Revenue Systems, LLC has retained, transferred or added at least 180 additional Job Equivalents to the 270 existing Job Equivalents for a total of at least 450 Job Equivalents at the Real Property by December 31, 2011 and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 of the Agreement. The actual number of square feet occupied is _____. The actual number of Job Equivalents is _____.

_____ b. I hereby certify that MedAssets Net Revenue Systems, LLC has not occupied an additional 50,000 square feet for a total occupancy of at least 99,000 square feet at the Real Property and retained, transferred or added at least 180 additional Job Equivalents to the 270 existing Job Equivalents for a total of at least 450 Job Equivalents at the Real Property by December 31, 2011. The actual number of square feet occupied is _____. The actual number of Job Equivalents is _____. I further certify that the City of Plano is not required to pay an additional payment to MedAssets Net Revenue Systems, LLC and has been refunded any appropriate amounts as required by Section 4.03 of the Agreement.

ATTEST: _____
Name: _____

By: _____
Chief Financial Officer
Date: _____

This form is due by March 31, 2012

This Certificate of Compliance should be mailed to: City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/13/2011			
Department:		Legal			
Department Head		Diane Wetherbee			
Agenda Coordinator (include phone #): Betsy Allen # 7545					
CAPTION					
<p>A Resolution of the City Council of the City of Plano, Texas, finding Officer Paul Malcom is entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of <u>Michelle Lucille Spikin v. City of Plano, Texas and Paul Malcom</u>; 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:	2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	600,000	0	600,000
Encumbered/Expended Amount		0	-389,930	0	-389,930
This Item		0	0	0	0
BALANCE		0	210,070	0	210,070
FUND(S) PROERTY/LIABILITY LOSS					
<p>COMMENTS: Any costs associated with this item are underterminable at this time. Once determined, all costs will be covered by the Property/Liability Loss Fund.</p>					
<p>STRATEGIC PLAN GOAL: Legal representation for a City employee relates to the City's goal of Safe Large City.</p>					
SUMMARY OF ITEM					
<p>Pursuant to City Ordinance regarding defense of employees, staff recommends defense representation be provided for Officer Paul Malcom in the lawsuit entitled <u>Michelle Lucille Spikin v. City of Plano, Texas and Paul Malcom</u>.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
n/a			n/a		

A Resolution of the City Council of the City of Plano, Texas, finding Officer Paul Malcom is entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Michelle Lucille Spikin v. City of Plano, Texas and Paul Malcom; and providing an effective date.

WHEREAS, the City Council has reviewed the matter entitled Michelle Lucille Spikin v. City of Plano, Texas and Paul Malcom and finds that defense representation is appropriate for Officer Paul Malcom pursuant to Section 2-10 of the City Code of Ordinances.

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

Section I. The City Council finds that based upon the pleadings in the above-referenced lawsuit, the defense representation for Officer Paul Malcom is appropriate pursuant to the terms of City Code of Ordinances Section 2-10.

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

DULY PASSED AND APPROVED this the 13th day of June, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/13/2011		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, finding that Thomas Muehlenbeck, Bruce D. Glasscock, Mark Israelson, Scott Neumeyer, Douglas Angle, Chad Beougher, Jamal Murray, Courtney Perot, Pete Gabriel, Jennifer Day, Gregory W. Rushin, Paul McNulty, Richard Perez, Joseph Claggett, Earnest Oldham, Eddie DeLeon and Glen Kaletta are entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Jay S. Cooper v. City of Plano, Texas, et al. 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:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	600,000	0
Encumbered/Expended Amount		0	-389,930	0
This Item		0	0	0
BALANCE		0	210,070	0
FUND(s): PROPERTY/LIABILITY LOSS				
COMMENTS: Any costs associated with this item are undeterminable at this time. Once determined, all costs will be covered by the Property/Liability Loss Fund.				
STRATEGIC PLAN GOAL: Legal representation for City employees relates to the City's goal of Safe Large City.				
SUMMARY OF ITEM				
Pursuant to City Ordinance regarding defense of employees, staff recommends defense representation be provided for Thomas Muehlenbeck, Bruce D. Glasscock, Mark Israelson, Scott Neumeyer, Douglas Angle, Chad Beougher, Jamal Murray, Courtney Perot, Pete Gabriel, Jennifer Day, Gregory W. Rushin, Paul McNulty, Richard Perez, Joseph Claggett, Earnest Oldham, Eddie DeLeon and Glen Kaletta in the lawsuit entitled Jay S. Cooper v. City of Plano, Texas, et al.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
n/a			n/a	

A Resolution of the City Council of the City of Plano, Texas, finding that Thomas Muehlenbeck, Bruce D. Glasscock, Mark Israelson, Scott Neumeyer, Douglas Angle, Chad Beougher, Jamal Murray, Courtney Perot, Pete Gabriel, Jennifer Day, Gregory W. Rushin, Paul McNulty, Richard Perez, Joseph Claggett, Earnest Oldham, Eddie DeLeon and Glen Kaletta are entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Jay S. Cooper v. City of Plano, Texas, et al. and providing an effective date.

WHEREAS, the City Council has reviewed the matter entitled Jay S. Cooper v. City of Plano, Texas, et al. and finds that defense representation is appropriate for Thomas Muehlenbeck, Bruce D. Glasscock, Mark Israelson, Scott Neumeyer, Douglas Angle, Chad Beougher, Jamal Murray, Courtney Perot, Pete Gabriel, Jennifer Day, Gregory W. Rushin, Paul McNulty, Richard Perez, Joseph Claggett, Earnest Oldham, Eddie DeLeon and Glen Kaletta pursuant to Section 2-10 of the City Code of Ordinances.

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

Section I. The City Council finds that based upon the pleadings in the above-referenced lawsuit, the defense representation for Thomas Muehlenbeck, Bruce D. Glasscock, Mark Israelson, Scott Neumeyer, Douglas Angle, Chad Beougher, Jamal Murray, Courtney Perot, Pete Gabriel, Jennifer Day, Gregory W. Rushin, Paul McNulty, Richard Perez, Joseph Claggett, Earnest Oldham, Eddie DeLeon and Glen Kaletta appropriate pursuant to the terms of City Code of Ordinances Section 2-10.

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

DULY PASSED AND APPROVED this the 13th day of June, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/13/11		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, 7194				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$72,951 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing additional funds for the estimated costs associated with conducting a Runoff Election on June 18, 2011 to fill the Place 7 City Council position; amending the budget of the City and Ordinance 2010-9-8, Section 1, Item "A" to reflect the actions 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: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	197,057,891	0	197,057,891
Encumbered/Expended Amount	0	0	0	0
This Item	0	72,951	0	72,951
BALANCE	0	197,130,842	0	197,130,842
FUND(S): GENERAL FUND				
<p>COMMENTS: Supplemental appropriations approved to date for the General Fund, including this item, total \$780,716. The current General Fund balance supports this supplemental appropriation in the amount of \$72,951. There is a companion agenda item in the amount of \$59,155 for Award of Contract to the Elections Administrator of Collin County, Texas.</p> <p>STRATEGIC PLAN GOAL: Conducting a Runoff Election relates to the City's goal of Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
Supplemental Appropriation No. 5				
<p>Whereas no one person received a majority of votes cast in the General Election held on May 14, 2011 for Place No. 7, this supplemental appropriation will allow the City to conduct a Runoff Election to fill the City Council position. This supplemental appropriation will cover all estimated costs associated with conducting an unbudgeted Runoff Election. The supplemental amount of \$72,951 includes contractual costs to the Elections Administrator of Collin County, Texas, in the amount of \$59,155, facility costs to PISD in the estimated amount of \$13,024, and \$772 in publishing costs.</p>				
ag 115 Runoff Election				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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 \$72,951 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing additional funds for the estimated costs associated with conducting a Runoff Election on June 18, 2011 to fill the Place 7 City Council position; amending the budget of the City and Ordinance 2010-9-8, Section 1, Item "A" to reflect the actions 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 2010-11 setting the appropriations for the General Fund at \$197,057,891; and

WHEREAS, no one person received a majority of votes cast in the General Election held on May 14, 2011, additional funding is required in order for the City of Plano to provide funding for unbudgeted costs related to a necessary Runoff Election; and

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

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

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

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

SECTION I. The estimated sum of SEVENTY TWO THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS (\$72,951) 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 2010-11 as adopted by Ordinance No. 2010-9-8 is amended to reflect the action taken herein.

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

SECTION IV. This supplemental appropriation Ordinance No. 5 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 13TH DAY OF JUNE, 2011.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

Diane C. Wetherbee, **CITY ATTORNEY**

**FY 2010-11
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Supplemental Appropriation for Pecan Hollow Golf Course sales tax audit.	Parks & Recreation	82,502
Supplemental Appropriation for auditing of additional major programs.	Accounting	42,000
Supplemental Appropriation for MP3's Plano Star Program.	City Manager	150,000
Supplemental Appropriation for United States Department of Justice	Legal	433,263
Supplemental Appropriation for Award of Contract for Runoff Election	City Secretary	72,951
TOTAL GENERAL FUND APPROPRIATIONS		\$ 780,716
TOTAL CATV FUND APPROPRIATIONS		\$ -
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		\$ -
TOTAL WATER & SEWER FUND		\$ -
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		\$ 780,716

June 4, 2011

MEMO

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

FROM: Tina M. Firgens, Planning Manager

SUBJECT: Request to Amend the Code of Ordinances concerning Alcohol Sales in Residential Zoning Districts

At its April 25, 2011 meeting, the City Council considered a request from Mr. Michael R. Coker to consider amending the Code of Ordinances to allow the sale of alcohol in a residential zoning district in association with a winery located on a property zoned Agricultural. Mr. Coker's clients wish to obtain a winery permit from the Texas Alcoholic Beverage Commission for the restaurant and bakery located in the Wells Farmstead house located at Coit Road and Lorimar Drive. The Council requested staff to bring back ordinance amendment options for consideration which would allow the property to be used in this manner.

Background:

The underlying zoning of the Wells Farmstead property is Agricultural, which is a residential zoning district. Through the heritage designation overlay zoning for the property, Council allowed restaurant, office and other uses to encourage preservation of the house. Normally, these uses would not be allowed either by right or by Specific Use Permit (SUP) in the Agricultural zoning district.

The Agricultural zoning district does allow wineries with an SUP, but this regulation conflicts with Article II, Section 3.3 of the Code of Ordinances, which prohibits the sale of alcohol in a residential zoning district. When regulations were established for wineries in 2005, staff thought that a winery with vineyards could potentially locate in an Agricultural district and recommended that the use be allowed. However, staff did not identify the conflict with the Code of Ordinances at that time.

While the Zoning Ordinance authorizes the use of heritage designation to add uses and to adjust other development standards such as height, setbacks and parking, the same flexibility does not extend to the Code of Ordinances. An amendment to the Code of Ordinances would be necessary to accommodate Mr. Coker's request. His proposal was to amend the Code to allow the sale of alcohol in a residential zoning district when associated with a restaurant in a heritage designated property with an SUP for a winery.

Issues for Consideration:

There are several issues that Council may wish to consider in relation to this topic, as outlined below:

- The Texas Alcoholic Beverage Code (TABC) allows a wide range of activities as part of a winery permit, including the manufacturing, bottling, blending and packaging of wines. A winery may also offer on-site wine tastings and sell wine for both on-site and off-site consumption.
- Most of the properties with heritage designations are located within residential zoning districts.
- While Mr. Coker's request is specific to wineries, his proposal would expand alcohol sales for heritage designated property to restaurants, weddings and receptions under different types of TABC permits.

Recommendation:

Staff recommends that Article II, Section 3.3 of the Code of Ordinances be amended to read as follows (additions shown as underlined text):

It shall be unlawful for any person to manufacture, distill, brew, transport, store for purposes of sale, distribute or sell any alcoholic beverages in any residentially zoned district within the City of Plano except as otherwise provided for in the City of Plano Zoning Ordinance.

The proposed amendment would address Mr. Coker's client's needs, and preserves the authority of the city to regulate land uses through the Zoning Ordinance. This would allow for a winery to be able to sell alcoholic beverages in an Agricultural zoning district, presuming a SUP was granted. Wineries are allowed in the Agricultural zoning district with approval of an SUP which would allow for a site specific review of any winery requests within Agricultural districts. The Zoning Ordinance would still regulate other uses where alcohol sales might be expected, such as restaurants, assembly halls, and retail stores, and these uses are typically prohibited within residential zoning districts. However, should an assembly use be allowed within a single-family or multi-family residential zoning district, the assembly use would not be able to sell alcohol because the Code of Ordinances would still prohibit the sale of alcohol in a residential district.

Additionally, if a heritage property within a single-family residential zoning district were granted additional uses such as a restaurant or bed and breakfast through the heritage designation process, these uses would not be able to sell alcohol due to their single-family residential zoning and the Code of Ordinances prohibiting the sale of alcohol in residential districts.

Staff believes that amending the Code of Ordinances in this manner as recommended above, to be the best option. Staff considered exempting the Agricultural zoning district from being classified as a residential district in the Code of Ordinances. However, after consulting with Legal staff, this option proved to be problematic because it is inconsistent with the Zoning Ordinance in that Agricultural is considered a residential district in the Zoning Ordinance. The City should not have a contrary position in the Code of Ordinances to the Zoning Ordinance. Also, it could be viewed as being an attempt to circumvent the zoning process to reclassify the Agricultural district from a residential district to nonresidential. Additionally, it also provides the City flexibility in the future should further zoning allowances be made regarding the sale of alcohol beverages in conjunction with other uses in residential districts.

If the Council concurs with staff's recommendation, then staff will proceed with preparing an ordinance to amend the Code of Ordinances. Should the Council not concur with staff's recommendation, then staff requests direction from the Council as to how to proceed regarding this item.



**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:		6/13/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Interactive TKO, Inc., a Delaware corporation, and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	12,179,503	0	12,179,503
Encumbered/Expended Amount	0	-3,130,700	-6,088,300	-9,219,000
This Item	0	-7,875	-1,750	-9,625
BALANCE	0	9,040,928	-6,090,050	2,950,878
FUND(s): ECONOMIC DEVELOPMENT FUND				
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy				
SUMMARY OF ITEM				
A request from Interactive TKO, Inc. for an Economic Development Incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. Interactive TKO agrees to occupy not less than 17,000 sq. ft of commercial space and retain, transfer or create 45 jobs on or before 5/1/11. Interactive TKO also has the option of creating up to an additional 10 jobs by 12/31/12.				
List of Supporting Documents: Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies	

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 13th day of June 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

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

WITNESSETH:

WHEREAS, Company is engaged in the business of providing software solutions and professional services to mitigate cost and risk to the public sector and represents its has a minimum of \$10,000.00 of Real Property improvements and a minimum of \$260,000.00 of Business Personal Property at 5800 Granite Parkway, Suite 550, Plano, Texas 75024 “Real Property”; and

WHEREAS, Company agrees to occupy at least 17,000 square feet of Real Property in Plano and maintain or create up to 45 Job Equivalents to be located on the Property for the term of this Agreement; and

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

WHEREAS, the Council finds that the occupancy of at least 17,000 square feet of Property, and the retention, creation or transfer of up to 45 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I Definitions

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

“Company” shall mean Interactive TKO, Inc., a Delaware corporation.

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

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

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

“Real Property” shall mean Plano, Texas 5800 Granite Parkway, Suite 550, Plano, Texas 75024.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until November 30, 2014 unless sooner terminated as provided herein.

Article III Obligations of Company

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

- (a) On or before May 1, 2011 occupy at least 17,000 square feet of commercial space on the Real Property and maintain such occupancy throughout the term of the Agreement;

- (b) Retain, create or transfer at least 45 Job Equivalents to the Real Property by May 1, 2011, and maintain those Job Equivalents on the Real Property throughout the term of the Agreement;
- (c) At Company's option, create up to 10 additional Job Equivalents on or before December 31, 2012 for a total of up to 55 Job Equivalents and maintain those Job Equivalents on the Real Property throughout the term of the Agreement; and,
- (d) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant up to \$9,625.00 as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in 4.02 below.

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

(a)(i) By May 1, 2011, Company shall occupy not less than 17,000 square feet of commercial space and have at least 45 Job Equivalents at the Real Property to be eligible to receive the initial payment of \$7,875.00. The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" verifying compliance with the obligations set forth in this provision not later than December 31, 2011. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant under 4.01.**

City will make the \$7,875.00 payment within thirty (30) days of receipt of the initial certification unless the City reasonably objects to the certification.

(ii) If Company adds up to an additional 10 Job Equivalents to the existing 45 Job Equivalents on the Real Property by December 31, 2012, it is entitled to a second grant payment up to One Thousand Seven Hundred and Fifty Dollars (\$1,750.00). This amount will be pro-rated at One Hundred and Seventy Five Dollars (175.00) per Job Equivalent for each Job Equivalent added by Company above the initial 45 Job Equivalents and up to ten additional Job Equivalents. Company must also have complied with Article III above to receive this portion of the grant award. Company shall not receive any payment for Job Equivalents added after December 31, 2012. **Company must submit its second certification verifying compliance with this provision on the form attached as Exhibit "B" not later than January 31, 2013. A failure to provide this certification by that date results in an immediate and complete forfeiture of the remaining outstanding grant.**

City will make the second payment within thirty (30) days of receipt of Exhibit "B" unless the City reasonably objects to the certification.

The total amount of all grant payments shall not exceed Nine Thousand Six Hundred and Twenty Five Dollars (\$9,625.00).

(b) Beginning 2013, **Company must submit an annual certification on the form attached hereto as Exhibit "C" not later than January 31 of each year for the duration of this Agreement verifying compliance with Article III above. The certification must be based upon the number of Job Equivalents for which the Company has received a grant. A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall result in a default and a right to a full refund of all grant amounts previously paid as set out in 4.03.**

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

4.03 **Refund/Default**

(a) If following the receipt of a grant payment, the Company fails to meet the required number of Job Equivalents for which it has received payment for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Hundred and Seventy Five Dollars (\$175.00) for each lost Job Equivalent. For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the applicable forms that are attached hereto.

(b) All refunds under this Agreement shall be due within thirty (30) days of written demand for payment. A failure to make the refund payment within thirty (30) days shall constitute an event of default. If a refund is due for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement.

(c) In the Event of a Force Majeure, the Company shall notify the City in writing not less than sixty days of the onset of the Event with adequate supporting documentation of the reasons for the Event, anticipated duration, and actions that the Company will take to alleviate the Event with a request for an extension. The City Manager shall consider such request and may grant such extension, such approval shall not be unreasonably withheld.

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

(e) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with

interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date of the conviction.

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

(a) By expiration of the term and where no defaults have occurred;

(b) If a party defaults or breaches any of the terms or conditions of this Agreement, including those not described as an event of default, and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided.

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

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

Article VI Retention and Accessibility of Records

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

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

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

Article VII Assignment

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

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

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

Article VIII Miscellaneous

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

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

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

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

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

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

If intended for the Company:
Interactive TKO, Inc.
5800 Granite Parkway, Suite 550
Plano, TX 75024
Attn: Chief Financial Officer

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

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

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

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

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

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

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

EXECUTED on this _____ day of _____, 2011.

ATTEST:

CITY OF PLANO, TEXAS, a home rule
municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

Interactive TKO, Inc., a Delaware
corporation

Name: _____
Title: _____

By: _____
Lee Constantino
Chief Financial Officer

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

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

- _____ a. I hereby certify that INTERACTIVE TKO, inc. (ITKO) has occupied at least 17,000 square feet of commercial space and retained, transferred or added at least 45 Job Equivalent positions at the Real Property by May 1, 2011 and is in compliance with the Agreement and is entitled to receive payment in accordance with Section 4.02(a)(i) of that Agreement.
- _____ b. I hereby certify that ITKO has failed to occupy at least 17,000 square feet of commercial space and failed to retain, transfer or add at least 45 Job Equivalent positions at the Property by May 1, 2011 and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a)(i) of that Agreement.

ATTEST:

Interactive TKO, Inc., a Delaware corporation

By: _____
Lee Constantino
Chief Financial Officer

Date

This Certification is due by December 31, 2011.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

SECOND CERTIFICATE OF COMPLIANCE

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

- _____ a. I hereby certify that ITKO has retained, transferred or added up to 10 additional Job Equivalents to the existing initial 45 Job Equivalents at the Real Property by December 31, 2012 and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a)(ii). The actual number of Job Equivalents is _____
- _____ b. I hereby certify that ITKO has not retained, transferred or added up to 10 additional Job Equivalents to the existing initial 45 Job Equivalents at the Real Property by December 31, 2012 pursuant to the Agreement. The actual number of Job Equivalents is 45. I further certify that the City of Plano is not required to pay _____ an additional payment to ITKO

ATTEST:

Interactive TKO, Inc., a Delaware corporation

By: _____
Lee Constantino
Chief Financial Officer

Date

This form is due by December 31, 2012.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "C"

ANNUAL CERTIFICATE OF COMPLIANCE

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

- _____ a. I hereby certify that ITKO is in compliance with each applicable term as set forth in the Agreement and the transferred or retained number of job Equivalents has not fallen below the number for which ITKO_____ has received a grant payment in accordance with the terms and conditions set out in Article III. I further certify that as of _____, 20__ of the prior year, the number of Job Equivalents was _____.
- _____ b. I hereby certify that _____ is not in compliance with each applicable term as set forth in the Agreement and the transferred or retained number of Job Equivalents has fallen below the number for which ITKO _____ has received a grant payment in accordance with the terms and conditions set out in Article III. I further certify that as of _____ of the prior year, the number of Job Equivalents was _____. I further certify that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

Interactive TKO, Inc., a Delaware corporation

By: _____
Lee Constantino
Chief Financial Officer

_____ Date

NOTE:

This form is due by January 31 of each year beginning on January 31, 2013 and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

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

DATE: May 17, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 16, 2011

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2011-12
APPLICANT: WEINGARTEN REALTY INC.**

Request for Specific Use Permit for Trade/Commercial School on 0.1± acre located 575± feet west of Custer Road and 300± feet south of Parker Road. Zoned Planned Development-90-Retail.

APPROVED: 7-0 **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.

FOR CITY COUNCIL MEETING OF: June 13, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

KP/dw

xc: Don Deering, Weingarten Realty Inc.
Drew Johnson, SLSJ & Associates

CITY OF PLANO
PLANNING & ZONING COMMISSION

May 16, 2011

Agenda Item No. 7

Public Hearing: Zoning Case 2011-12

Applicant: Weingarten Realty, Inc.

DESCRIPTION:

Request for Specific Use Permit for Trade/Commercial School on 0.1± acre located 575± feet west of Custer Road and 300± feet south of Parker Road. Zoned Planned Development-90-Retail.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for Trade/Commercial School. The applicant proposes to operate a beauty school in conjunction with their existing beauty and hair salon (a Personal Service Shop). An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. Trade/Commercial Schools are establishments, other than public or parochial schools, private primary or secondary schools, or colleges, offering training or instruction in a trade, art, or occupation. The applicant is proposing to locate the Trade/Commercial School in an existing 4,000± square foot tenant space, located in the middle of a larger shopping center building.

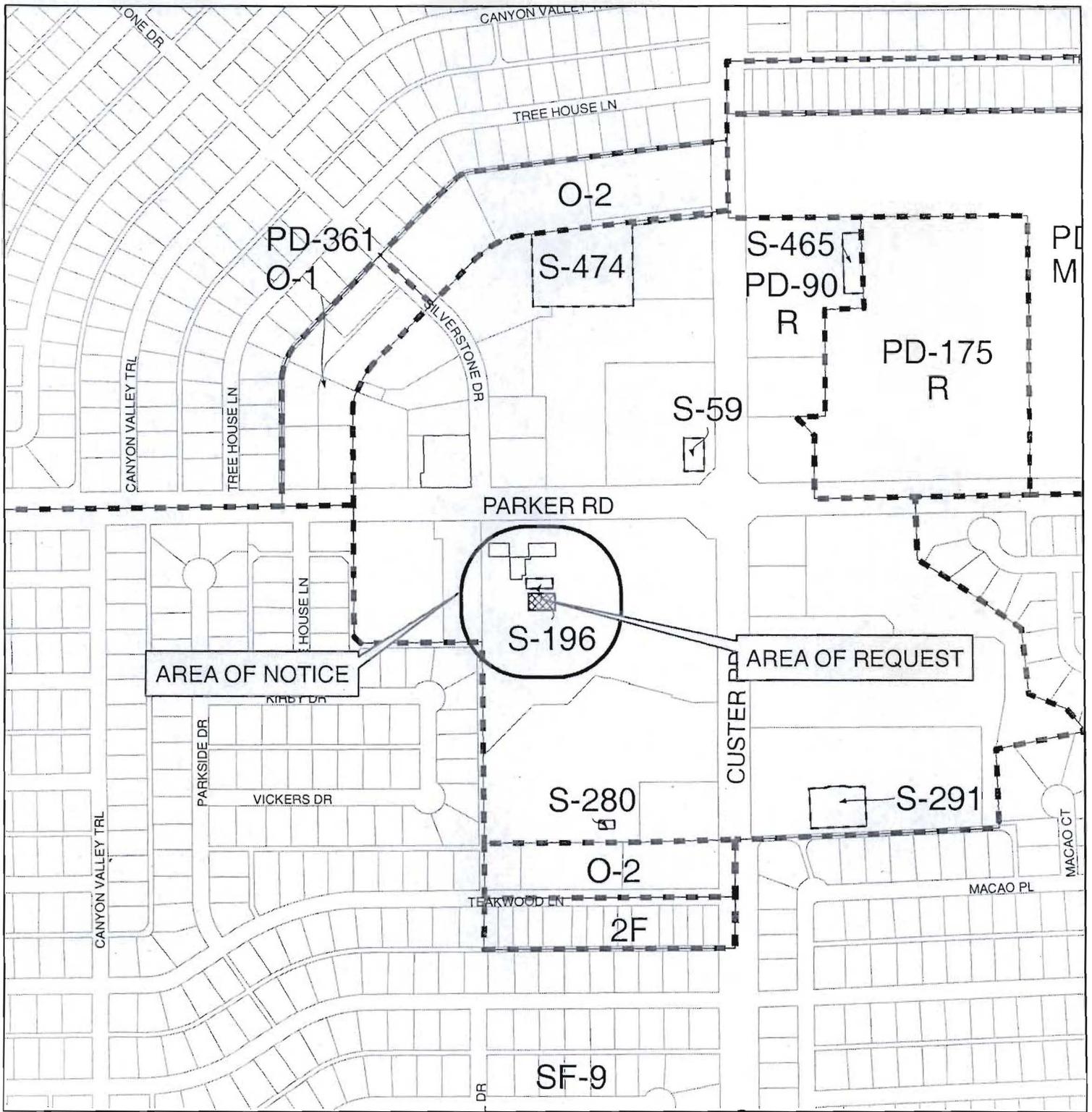
The current zoning is Planned Development-90-Retail (PD-90-R). The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls, but not including wholesaling or warehousing. A planned development 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 surrounding uses on this property are primarily restaurant and retail businesses. The area to the west of the shopping center is zoned Single-Family Residence-9 and is developed as residential. A masonry screening wall separates the shopping center from the residential property. Properties located across Parker Road to the north, across Custer Road to the east and northeast are all zoned PD-90-R and Planned

Development-175-Retail. The trade/commercial school use is complimentary to the adjacent land uses. Additionally, the site has sufficient parking to accommodate the requested use. Based on this analysis, staff believes this is an appropriate location for a Trade/Commercial School.

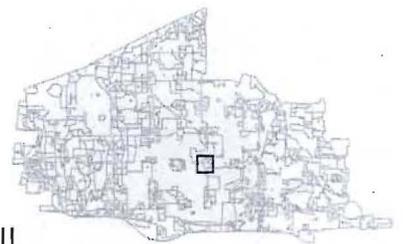
RECOMMENDATION:

Recommended for approval as submitted.



Zoning Case #: 2011-12

Existing Zoning: PLANNED DEVELOPMENT-90-RETAIL



○ 200' Notification Buffer

Zoning Case 2011-12

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. 610 so as to allow for a Trade/Commercial School on 0.1± acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located 575± feet west of Custer Road and 300± feet south of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-90-Retail; 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 13th day of June, 2011, for the purpose of considering granting Specific Use Permit No. 610 so as to allow for a Trade/Commercial School on 0.1± acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located 575± feet west of Custer Road and 300± feet south of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-90-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 13th day of June, 2011; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 610 so to allow for a Trade/Commercial School on 0.1± acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located 575± feet west of Custer Road and 300± feet south of Parker Road in the City of Plano, Collin County, Texas, 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. 610 for a Trade/Commercial School on 0.1± acre of land out of the Mary Katherine and Sally Owens Survey, Abstract No. 672, located 575± feet west of Custer Road and 300± feet south of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Planned Development-90-Retail, 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 13TH DAY OF JUNE, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ZC 2011-12

BEING a 4,000 square foot portion of Lot 3, Block A, of Custer Park Shopping Center, an addition to the City of Plano, Collin County, Texas, according to the plat thereof recorded in Cabinet N, Slide 650, Plat Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1-inch iron rod found for the most easterly northeast corner of said Lot 3 from which a 1/2-inch iron rod found bears North 89° 56' 30" West, 20.14 feet, same being at the intersection of the south right-of-way line of Parker Road (a 100 foot right-of-way), with the west right-of-way line of Custer Road (F.M. 2478) (a 100 foot right-of-way);

THENCE South 62° 39' 31" West, through the interior of said Lot 3, a distance of 557.74 feet to the southeast corner of the herein described tract, said point being in the east wall of a one-story tilt wall building, same being the POINT OF BEGINNING;

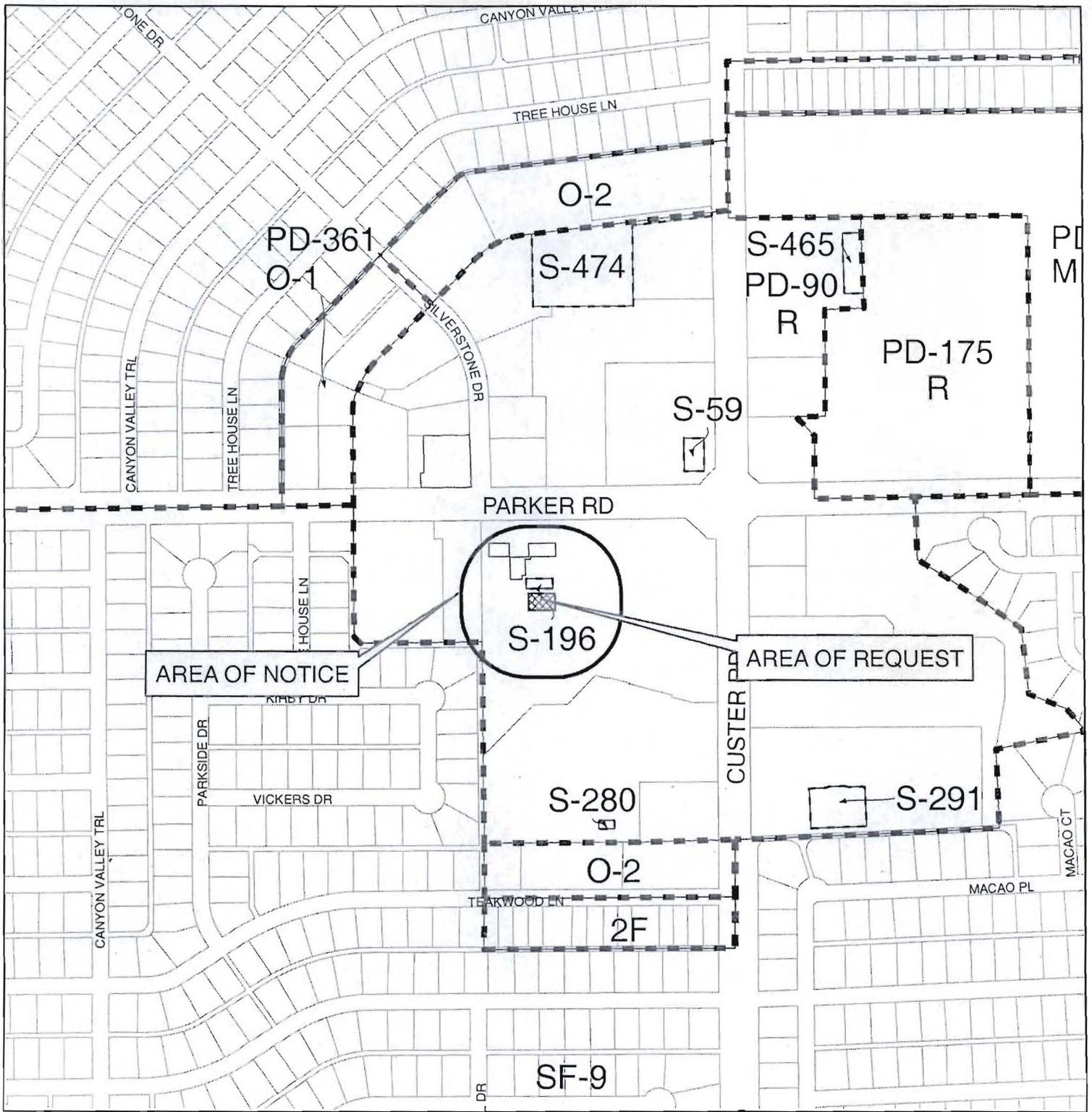
THENCE continuing through the interior of said Lot 3 as follows:

North 89° 53' 26" West, a distance of 80.00 feet to the southwest corner of the herein described tract, same being in the west wall of said one-story tilt wall building;

North 00° 06' 34" West along the west wall of said one-story tilt wall building, a distance of 50.00 feet to the northwest corner of the herein described tract;

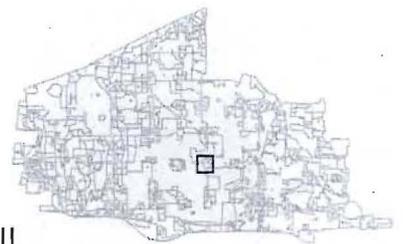
South 89° 53' 26" West, a distance of 80.00 feet to the northwest corner of the herein described tract, same being in the east wall of said one-story tilt wall building;

South 00° 06' 34" West, along the east wall of said one-story tilt wall building, a distance of 50.00 feet to the POINT OF BEGINNING and CONTAINING 4,000 square feet or 0.092 acre of computed land, more or less.



Zoning Case #: 2011-12

Existing Zoning: PLANNED DEVELOPMENT-90-RETAIL



○ 200' Notification Buffer

DATE: May 17, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 16, 2011

**AGENDA NO. 8 - PUBLIC HEARING
ZONING CASE 2011-13
APPLICANT: CITY OF PLANO**

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance pertaining to religious facility operated or sponsored onsite homeless shelters.

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

The Commissioners voting in opposition believed that homeless shelters should continue to be regulated under the existing household care facility and household care institution regulations.

STIPULATIONS:

Recommended for approval as follows:

Amend Section 1.600 (Definitions) of Article 1 (General Regulations) to include the following:

Temporary accessory housing shelter - A not-for-profit housing shelter operated as an accessory use to a religious facility only, providing temporary free lodging for indigent individuals or families with no regular home or residential address. A temporary accessory housing shelter shall house a maximum of 14 individuals at one time, and shall operate for a maximum of 30 days per calendar year. This definition shall not include household care facility and household care institutions.

Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) to allow temporary accessory housing shelter by right in all zoning districts and adding End Note 45 as follows:

End Note 45: Permitted as an accessory use to a religious facility; see Section 1.600 (Definitions).

FOR CITY COUNCIL MEETING OF: June 13, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dw

Recommendation of the Planning & Zoning Commission
May 16, 2011 Meeting
Second Vice-Chair's Report

Zoning Case 2011-13 – Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and related sections of the Zoning Ordinance pertaining to religious facility operated or sponsored onsite homeless shelters.

Applicant: City of Plano

Staff Recommendation: If the Commission decides to regulate individually religious facilities operating onsite homeless shelters, amend the Zoning Ordinance by: (1) establishing a definition for “temporary accessory housing shelter” as a “not-for-profit temporary housing shelter operated as an accessory use to a religious facility only, providing free lodging for indigent individuals or families with no regular home or residential address. A temporary housing shelter shall house a maximum of 20 individuals at one time. This definition shall not include household care facility and household care institutions;” and (2) allowing religious facilities to operate or sponsor onsite homeless shelters as an accessory use.

Commission Action: Request to amend existing regulations was approved 4-3. First Vice Chair Downs, Commissioners Balda, Hazelbaker, and Norton supported the request with the following additions:

- Reduce the maximum number of individuals allowed in the facility from 20 to 14.
- Limit the stay of individuals in the facility to a maximum of 30 days in a calendar year.
- Move the word “temporary” in the definition of “temporary accessory housing shelter” to read as a “not-for-profit ~~temporary~~ housing shelter operated as an accessory use to a religious facility only, providing temporary free lodging...” for clarity so it applies to people, not the structure.

Other comments supporting approval of the amendments included:

- Under existing regulations, only religious facilities within residential zoning districts are allowed by right to operate onsite homeless shelters under uses defined as either household care facilities or institutions. Amending the existing Zoning Ordinance to regulate religious facilities individually would allow them to provide onsite homeless shelters as an accessory use in any zoning district within the city.

Chairman Caso and Commissioners Dry and Smith did not support the request. Comments included:

- The existing regulations governing the use of temporary homeless shelters in religious facilities as either household care facilities or household care institutions are appropriate.

- If under existing regulations, a religious facility wants to increase the maximum of eight individuals allowed by right in an onsite homeless shelter, the religious facility could apply for a variance from the Board of Adjustment.
- Accommodating increased numbers of homeless individuals could also be accomplished by expanding the number of religious facilities operating onsite homeless shelters under the existing household care definitions, rather than increasing the maximum number of individuals allowed by right.
- The current regulations governing onsite homeless shelters as household care facilities are enforceable by the city. Changes to the existing zoning regulations, such as limiting the maximum number of days an individual could stay in an onsite homeless shelter, would be difficult to enforce.

Respectively submitted,

A handwritten signature in black ink, appearing to read "Michael Coleman", with a long horizontal flourish extending to the right.

Michael Coleman
Second Vice Chair
Planning & Zoning Commission

CITY OF PLANO
PLANNING & ZONING COMMISSION

May 16, 2011

Agenda No. 8

Public Hearing: Zoning Case 2011-13

Applicant: City of Plano

DESCRIPTION:

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and related sections of the Zoning Ordinance pertaining to religious facility operated or sponsored onsite homeless shelters.

BACKGROUND:

In 2010, the city updated the Zoning Ordinance regulations relating to religious facilities. During discussions with the Planning & Zoning Commission and City Council, the issue of temporary homeless shelters sponsored or operated by religious facilities onsite was raised. The Commission and Council considered an ordinance amendment specifically to regulate this use, but ultimately decided not to modify the regulations regarding temporary homeless shelters. The Council believed that existing zoning regulations regulating homeless shelters (i.e. household care facility and household care institutions) were appropriate. Additionally, the Council believed that for religious facilities wanting to exceed the maximum number of persons allowed within a household care facility, the religious facility could pursue a variance from the Board of Adjustment (BOA). City Council has requested that the Commission consider this issue again.

REMARKS:

Religious facilities are allowed by right in all zoning districts, and many religious organizations support and encourage the feeding, housing, and care of homeless individuals, as these activities are congruent with their religious beliefs. Currently, these uses are defined as either household care facility or household care institution depending on the number of individuals housed. Household care facilities are allowed by right in all residential zoning districts and allow housing for up to eight persons plus two caregivers. Household care institutions are only allowed by specific use permit in multifamily residential zoning districts and several nonresidential zoning districts, and allow for the care of more than eight persons.

If homeless shelters associated with religious facilities are a use that the city believes it needs to address individually, staff recommends that the shelters be allowed in all zoning districts by right as an accessory use to religious uses only and not be allowed for fraternal, social, and institutional uses since these types of organizations (as well as religious facilities) can operate shelters in accordance with the city's current household care facility and household care institution uses. Additionally, staff recommends allowing homeless shelters as accessory uses to all religious facilities, regardless of size.

In previous discussions, staff suggested the following term and definition for a "temporary accessory housing shelter."

"A not-for-profit temporary housing shelter operated as an accessory use to a religious facility only, providing free lodging for indigent individuals or families with no regular home or residential address. A temporary accessory housing shelter shall house a maximum of 20 individuals at one time, and shall operate for a maximum of 30 days per calendar year. This definition shall not include household care facility and household care institutions."

This definition is the result of previous discussions with the Commission during 2010 when the Commission suggested the possibility of creating limits on the number of individuals allowed; restricting the time an individual is allowed to remain in a shelter; imposing a lot size or building square footage requirement; and creating a provision for bathroom facilities. There are several issues to consider related to this proposed use and definition:

- Any new regulations should be written such that they are not specific to one particular organization, but are inclusive of all religious facilities and shelter programs.
- Creating such limits on a temporary accessory housing shelter would prove difficult to monitor and enforce and could exclude certain organizations from providing services to homeless individuals.
- The use should be allowed for all religious facilities regardless of size.

Imposing a minimum square footage requirement for a religious facility to operate a shelter may exclude certain religious facilities from participating. Instead of including a provision to limit homeless shelters to religious facilities of a certain size, staff recommends that the city continue regulating homeless shelters based upon the city's existing building codes. The city uses the International Property Maintenance Code to determine minimum areas for livable areas. For bedrooms, the code requires a minimum of 70 square feet for rooms occupied by one person, and a minimum of 50 square feet per person for a bedroom occupied by more than one person. This square footage requirement would be applied to the area a religious facility would use to house homeless individuals. Upon request for a Certificate of Occupancy to operate a shelter, the Building Inspections Department would verify that the facility has the necessary square footage to accommodate homeless individuals, as well as that the facility is meeting all other applicable building codes.

In lieu of creating a new use, another option is that housing for the homeless remain classified as either household care facility or household care institution because these classifications already exist within the Zoning Ordinance and have limits placed upon them based upon the number of persons housed. If a religious facility believes that they cannot abide by the limits on the number of persons set forth in the household care definitions, particularly household care facilities since they are limited to eight persons plus two caregivers, the religious facility currently has the opportunity to apply for a variance with the BOA.

Staff revisited this issue with the Commission, at the request of the City Council, at the May 2, 2011, Planning & Zoning Commission meeting. During that discussion, the Commission reiterated that it does not wish to modify the regulations. However, if upon further discussion the Commission believes that religious facilities operating or sponsoring onsite homeless shelters should be regulated individually, staff recommends the Zoning Ordinance be amended to include the term "temporary accessory housing shelter" with the definition provided previously within this report, with the exception that the length of stay time limitation be removed due to the difficulty of enforcing the length of stay for individuals.

Additionally, staff recommends that temporary accessory housing shelter be allowed by right in all zoning districts. This would allow religious facilities in single-family districts to have shelters housing a maximum of 20 people by right in lieu of having to obtain variances due to household care facility limitations. Furthermore, this would allow religious facilities located in multifamily residential and nonresidential zoning districts to have shelters with a maximum of 20 people by right in lieu of having to obtain a specific use permit for household care institution.

RECOMMENDATION:

If the Planning & Zoning Commission believes that religious facilities operating onsite homeless shelters should be regulated individually, then staff recommends the Zoning Ordinance be amended as follows:

Amend Section 1.600 (Definitions) of Article 1 (General Regulations) to include the following:

Temporary accessory housing shelter - A not-for-profit temporary housing shelter operated as an accessory use to a religious facility only, providing free lodging for indigent individuals or families with no regular home or residential address. A temporary accessory housing shelter shall house a maximum of 20 individuals at one time. This definition shall not include household care facility and household care institutions.

Amend Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) to allow temporary accessory housing shelter by right in all zoning districts and adding End Note 45 as follows:

End Note 45: Permitted as an accessory use to a religious facility; see Section 1.600 (Definitions)

Zoning Case 2011-13

An Ordinance of the City of Plano, Texas, amending Section 1.600 (Definitions) of Article 1 (General Regulations) and Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses), and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to a religious facility operated or sponsored onsite homeless shelter; 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 13th day of June, 2011, for the purpose of considering a change in the Zoning Ordinance; 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 13th day of June, 2011; and

WHEREAS, the City Council is of the opinion and finds that such change 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. Section 1.600 (Definitions) of Article 1 (General Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, pertaining to religious facility operated or sponsored onsite homeless shelters, such portion of section to read as follows:

Section 1.600 Definitions

Temporary accessory housing shelter - a not-for-profit housing shelter operated as an accessory use to a religious facility only, providing temporary free lodging for indigent individuals or families with no regular home or residential address. A temporary accessory housing shelter shall house a maximum of 14 individuals at one time and shall operate a maximum of 30 days per calendar year. This definition shall not include household care facility and household care institutions.

Section II. Subsection 2.502 (Schedule of Permitted Uses) of Section 2.500 (Permitted Uses) of Article 2 (Zoning Districts and Uses) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended to allow temporary accessory housing shelter by right in all zoning districts and adding End Note 45, such portion of subsection to read as follows:

Section 2.500 Permitted Uses

Subsection 2.502 Zoning Districts and Uses

End Note 45: Permitted as an accessory use to a religious facility; see Section 1.600 (Definitions).

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 13TH DAY OF JUNE, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/13/11		
Department:		City Manager		
Department Head		Bruce D. Glasscock		
Agenda Coordinator (include phone #): Diane Zucco, Ext. 7551				
CAPTION				
Discussion and Direction regarding Arts of Collin County				
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	