

CITY COUNCIL

1520 AVENUE K



DATE: 9/28/2015
CALL TO ORDER: 7:00 p.m.
INVOCATION: Pastor Paul Mussachio
Preston Meadow Lutheran Church
PLEDGE OF ALLEGIANCE: Jr. Girl Scout Troop 3355
Shepard Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>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>PROCLAMATION: Hunger Action Month is observed throughout September to raise awareness of those who live with hunger every day.</p> <p>SPECIAL RECOGNITION: The Lymphatic Education & Research Network is being recognized for raising awareness of lymphedema and lymphatic disease.</p> <p>SPECIAL RECOGNITIONS: The organizations who helped ensure the success of the City of Plano Intern Program are being honored tonight.</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> (a) September 14, 2015</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. 2015-310-B for Renovation for the Archive Record Room at the Municipal Warehouse to Criterion Contractors, Inc. in the amount of \$131,382; and authorizing the City Manager to execute all necessary documents.</p> <p>(c) RFP No. 2015-231-C for a five (5) year contract with one (1) five-year City optional renewal for a marketing program involving a hot air balloon and pilot for Visit Plano to William Lewis Broker in the amount of \$372,400; and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Bid No. 2015-334-C for a one (1) year contract with four (4) one-year City optional renewals for Cable Installation services for Technology Services to ABLe Communications, Inc. in the estimated annual amount of \$157,423; and authorizing the City Manager to execute all necessary documents.</p> <p>Purchase from an Existing Contract</p> <p>(e) To approve the purchase of one (1) International 7300 Dump Truck for Fleet Services to be utilized by the Parks and Recreation Department in the amount of \$76,683 from Southwest International Trucks, Inc. through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13)</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(f) To ratify a Professional Services Agreement by and between the City of Plano and Burgess & Niple, Inc. in the amount of \$64,958 for the Indian Creek Basins 1, 5 & 6 project; and authorizing the City Manager to execute all necessary documents.</p> <p>(g) To ratify a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC in the amount of \$72,108 for the Indian Creek Basins 8-12 project; and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	<p>To ratify a Professional Services Agreement by and between the City of Plano and RJN Group, Inc. in the amount of \$95,506 for the Indian Creek Smoke Testing Basins 3 & 4 project; and authorizing the City Manager to execute all necessary documents.</p> <p>Approval of Expenditure</p>	
(i)	<p>To ratify an expenditure in the amount of \$66,000 for Retirement Security Plan Trustee Bank Services utilized by Human Resources.</p>	
(j)	<p>To approve expenditures for the Heritage Preservation Grant Program in the total amount of \$782,358 for heritage preservation.</p>	
(k)	<p>To approve an expenditure for irrigation central control components in the amount of \$493,080 from Interspec, LLC for Parks and Recreation; and authorizing the City Manager to execute all necessary documents.</p>	
(l)	<p>To approve an expenditure for the purchase of a Motorola Radio Service Agreement from Motorola Solutions, Inc. for the City of Plano Digital Radio System in the estimated amount of \$439,450; and authorizing the City Manager to execute all necessary documents.</p>	
(m)	<p>To approve the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$75,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia, and authorizing the City Manager to execute all necessary documents.</p>	
(n)	<p>To approve the purchase of various nonprint library materials including individual Playaway devices for Plano Public Library System (PPLS) in the amount of \$80,000 from Findaway World through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.</p>	
(o)	<p>To approve the purchase of various library materials including books, compact disks and books on CD for Plano Public Library System (PPLS) in the amount of \$110,000 from Brodart through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.</p>	
(p)	<p>To approve the purchase of various nonprint library materials including DVDs, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$300,000 from Midwest Tape through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.</p>	
(q)	<p>To approve the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$304,500 from OverDrive, Inc., a sole source provider, through City of Plano Contract No. 2014-370-X; and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	<p>To approve the purchase of library materials including books, compact disks, and books-on-CD for Plano Public Library System (PPLS) in the amount of \$550,000 from Baker & Taylor through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.</p>	
(s)	<p><u>Adoption of Resolutions</u></p> <p>To approve the terms and conditions of an Advance Funding Agreement by and between the City of Plano, Texas, and the State of Texas, acting by and through the Texas Department of Transportation for a project using funds held in the State Highway 161 Subaccount; authorizing its execution by the City Manager; and providing an effective date.</p>	
(t)	<p><u>Adoption of Ordinances</u></p> <p>To amend Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Hillridge Drive, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>	
(u)	<p>To abandon all right, title and interest of the City, in and to a certain tract of land described as a Combination Fire Lane and Access Easement, recorded in Volume 3033, Page 317, and a Combination Fire Lane, Access, and Utility Easement, recorded in Volume 3310, Page 680, Deed Records of Collin County, Texas, being part of a tract of land as described in deed to Car Park PL TX, LLC as recorded under Instrument No. 20110228000213250 of the Deed Records of Collin County, Texas also being a part of Lot 1R, Block 1, of Park Place Addition Replat, as recorded in Volume 2008, Page 572, Plat Records of Collin County, Texas, and being situated in the Lewis Wetsel Survey, Abstract No. 971, which is located within the city limits of Plano, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, CAR PARK PL TX LLC, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	
(v)	<p>To adopt and enact Supplement Number 112 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.</p>	
(w)	<p>To repeal Ordinance No. 92-6-17 codified as Article XVI, Self-Sufficiency Committee, of Chapter 2, Administration, of the Plano Code of Ordinances; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The presiding officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The presiding officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p> <p>Consideration of a Resolution to nominate an individual for election to the Collin County Central Appraisal District Board of Directors; and providing an effective date.</p> <p><u>Plano Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



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:		09/28/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: Hunger Action Month is observed in September to raise awareness of those who live with hunger every day.				
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:		09/28/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Special Recognition: The Lymphatic Education & Research Network is being recognized for raising awareness of lymphedema and lymphatic disease.				
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:		09/28/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Special Recognitions: The organizations who helped insure the success of the City of Plano Intern Program are being honored tonight.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
September 14, 2015**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Angela Miner
Rick Grady
Ron Kelley
Tom Harrison
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
Jim Parrish, Deputy City Manager
Mark Israelson, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, September 14, 2015, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 552.072 and Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:30 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion-

No items were discussed.

Planning Departmental Report

Director of Planning Day presented an overview of the department. She spoke to the departments divisions of Comprehensive Planning, Development Review, and Geographical Information Services and the key responsibilities of each division. Ms. Day provided information on the department's accomplishments and the many recent accolades received.

Special Projects Departmental Report

Director of Special Projects Jarrell gave an overview of the department's responsibilities during the development process. She stated the department coordinates projects such as Toyota, FedEx Office, Liberty Mutual, Junction 15, and many others.

Neighborhood Services Departmental Report

Director of Neighborhood Services Schwarz provided an overview of the recently reorganized department. She spoke to the staff alignment and education. Ms. Schwarz advised the department goals are to strive to educate, enlist, enable, and enforce. She provided examples of the educational opportunities available to citizens, enlisting citizens through community service projects, enabling citizens through various housing rehabilitation and neighborhood outreach programs, and proactive and complaint based enforcement of the City's codes. Ms. Schwarz spoke to the need to develop a strategic plan and work with Marketing and Community Engagement to improve outreach.

Consent and Regular Agendas

No items were discussed.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:58 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
September 14, 2015**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Angela Miner
Rick Grady
Ron Kelley
Tom Harrison
David Downs

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
Jim Parrish, Deputy City Manager
Mark Israelson, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, September 14, 2015, at 7:03 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Father Colangelo with Prince of Peace Catholic Community led the invocation and the Boys and Girls Clubs of Collin County – Plano led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere proclaimed September as Preparedness Month and recognized the In Touch Credit Union Plano Balloon Festival and the graduates of the Plano Citizens Academy Class.

COMMENTS OF PUBLIC INTEREST

Sharon Overall spoke to the dangers of second hand smoke.

CONSENT AGENDA

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

Approval of Minutes

August 24, 2015
September 2, 2015
(Consent Agenda Item “A”)

Approval of Expenditures

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

Bid No. 2015-336-B for the generator replacement at Fire Station 3 to Prater Electric LLC, dba Jeffries Electric in the amount of \$79,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2015-342-B for Roof Replacement and Structural Repair of the Parks Maintenance East Building to Supreme Systems, Inc., in the amount of \$118,526; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

CSP No. 2015-207-C for Broadcast Cameras and Control System, Furnish and Install for Marketing and Community Engagement to Burst Communications, Inc., in the amount of \$424,768; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

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

To approve an Engineering Services Agreement by and between the City of Plano and Walter P. Moore & Associates, Inc., in the amount of \$66,750 for the J Avenue Parking Improvements, Project No. 6637; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

To approve the assignment of an existing agreement with GIS Information Systems, Inc., D/B/A Polaris Library Systems to a new provider, Innovative Interfaces, Inc. for maintenance & subscription services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Approval of Contract Modification

To approve and authorize Contract Modification No. 1 for the purchase of Professional Engineering Services for the Booster Chlorination at Water Pump Stations project in the amount of \$75,000 from Arcadis U.S., Inc.; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

Approval of Expenditure

To approve an expenditure for an Interim Technology Director in the amount of \$32,000 per month for an estimated four month period for an estimated total of \$128,000 from Thinkbox Technology Group LLC for the Technology Services Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

To approve an expenditure for a Technology Services Assessment and Project Management Office Analysis and Development in the estimated amount of \$297,972 from Thinkbox Technology Group LLC for the Technology Services Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Adoption of Resolutions

Resolution No. 2015-9-1(R): To ratify the terms and conditions of a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Architectural Renovation Phase 1 construction for a Guaranteed Maximum Price (GMP) in the amount of \$49,795; approving its execution by the City Manager; and providing an effective date. (Consent Agenda Item “J”)

Resolution No. 2015-9-2(R): To authorize a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Phoenix 1 Restoration and Construction, Ltd. for Saigling House Renovation Phase 2 construction for a Guaranteed Maximum Price (GMP) of \$40,396; authorizing the City Manager to execute the necessary contract documents; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2015-9-3(R): To request our United States Senators, working with appropriate Congressional Representatives of the Eastern District of Texas, to work for the prompt passage of the legislation recommended by the Administrative Office of the US Courts to authorize and establish two emergency judgeships for the Eastern District of Texas; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2015-9-4(R): To approve the terms and conditions of a Second Amendment to Route Specific Communications Facilities License by and between the City of Plano, Texas, and Sprint Communications Company, L.P., a Delaware limited partnership, to install, operate and maintain facilities for telecommunications ground equipment in certain specific premises; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “M”)

Resolution No. 2015-9-5(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “N”)

Resolution No. 2015-9-6(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “O”)

Adoption of Ordinances

Ordinance No. 2015-9-7: To repeal Ordinance No. 2015-1-4; establishing the number of certain classifications within the Fire Department for fiscal year 2015-16; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 21, 2015; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “P”)

Ordinance No. 2015-9-8: To repeal Ordinance No. 2015-2-16; establishing the number of certain classifications within the Police Department for fiscal year 2015-16; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 21, 2015; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “Q”)

Ordinance No. 2015-9-9: To repeal Ordinance No. 2014-9-18; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “R”)

END OF CONSENT

First reading of an Ordinance to amend Section 3 of Ordinance No. 2003-6-3 and Section I of Ordinance No. 2008-4-42 to extend the non-exclusive franchise granted to Denton County Electric Cooperative, Inc., d/b/a Coserv Electric, a Texas Electric Cooperative Corporation to use the present and future streets, avenues, alleys, roads, highways, sidewalks, easements and other public rights-of-way in the City of Plano, Collin County, Texas, for the purposes of constructing and operating an electric distribution system in the City of Plano which expired on June 9, 2013, ratifying any use since expiration; and providing a repealer clause, a severability clause and an effective date. (Regular Item “1”)

Assistant City Manager Israelson stated this is the first reading of the ordinance for the extension of the franchise agreement with CoServ Electric and that the original 2003 agreement was for five years with two-five year extensions. He added CoServ Electric has been proceeding as if the agreement was in place and that this ordinance ratifies the lapse of the original agreement. Mr. Israelson reported if this ordinance is adopted the expiration will be in 2018. He stated the final reading and adoption would be in 30 days.

Ordinance No. 2015-9-10: To approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2015, and terminating September 30, 2016; and providing an effective date. (Public Hearing held on August 10, 2015.) (Regular Item “2”)

Director of Budget and Research Rhodes-Whitley stated this item adopts the Operating Budget of \$496.4 million which is 5 percent over last year’s budget and revised funding summaries were provided for the amendments made during the budget process. Council Member Harrison stated he would prefer to see the tax rate adopted at the roll-back rate. Ms. Rhodes-Whitley advised this item was for the budget only and the tax rate would be voted on during another item.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 7-1, with Council Member Harrison voting in opposition, to adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2015, and terminating September 30, 2016; and further to adopt Ordinance No. 2015-9-10.

Ordinance No. 2015-9-11: To approve and adopt the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2015, and ending September 30, 2016; and providing an effective date. (Public Hearing held on August 10, 2015.) (Regular Item “3”)

Director of Budget and Research Rhodes-Whitley stated this item approves the Community Investment portion of the budget for Fiscal Year 2015-2016 in the amount of \$177.9 million.

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 8-0 to approve and adopt the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2015, and ending September 30, 2016; and further to adopt Ordinance No. 2015-9-11.

Ordinance No. 2015-9-12: To approve and adopt the Tax Rate for the fiscal year beginning October 1, 2015 and terminating September 30, 2016 and providing an effective date. (Public Hearings held on August 24, 2015 and September 2, 2015.) (Regular Item “4”)

Director of Budget and Research Rhodes-Whitley stated this item is to adopt the proposed tax rate of 48.86 cents per \$100 of assessed property valuation and the tax rate has been the same since Fiscal Year 2009-2010. She advised that 35.76 cents of the tax rate is designated for the maintenance and operation and 13.1 cents of the tax rate is earmarked for debt repayment. Ms. Rhodes-Whitley reported the average home owner will pay an additional \$11.04 per \$100,000 of valuation. Council Member Kelley stated he would like to see the Council continue to be good stewards of the City’s money and that he will be more sensitive to what citizen’s pay during the budget process in the future.

Mayor Pro Tem Smith made a motion stating that the property tax rate will be increased by the adoption of a tax rate of 48.86 cents, which is effectively a 7.3 percent increase on the tax rate for the fiscal year beginning October 1, 2015 and ending September 30, 2016; Council Member Miner seconded the motion and the Council voted 7-1, with Council Member Harrison voting in opposition, to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2015, and terminating September 30, 2016; and further to adopt Ordinance No. 2015-9-12

Ordinance No. 2015-9-13: To ratify the property tax revenue increase in the 2015-16 Budget as a result of the City receiving more revenues from property taxes in the 2015-16 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 24, 2015 and September 2, 2015.) (Regular Item “5”)

Director of Budget and Research Rhodes-Whitley stated this item ratifies the tax revenue increase by acknowledging the tax rate revenue is increased by 7.3 percent from last year.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Grady, the Council voted 7-1, with Council Member Harrison voting in opposition, to ratify the property tax revenue increase in the 2015-16 Budget as a result of the City receiving more revenues from property taxes in the 2015-16 Budget than in the previous fiscal year; and further to adopt Ordinance No. 2015-9-13.

With no further business, Mayor LaRosiliere adjourned the meeting at 7:43 p.m.

Harry LaRosiliere, Mayor

ATTEST

Lisa C. Henderson, 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:		09/28/15		
Department:		Engineering		
Department Head		Jack Carr		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Bid No. 2015-310-B for Renovation for the Archive Record Room at the Municipal Warehouse to Criterion Contractors, Inc., in the amount of \$131,382, 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	147,000	0	147,000
Encumbered/Expended Amount	0	-1,432	0	-1,432
This Item	0	0	-131,382	-131,382
BALANCE	0	145,568	-131,382	14,186
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funding for this item is available in the 2014-15 Capital Reserve CIP and will be carried forward into the 2015-16 fiscal year. The renovation at the Municipal Warehouse to create an archive room, in the amount of \$131,382, will leave an available balance of \$14,186 available for this or other future Capital Reserve projects.</p> <p>STRATEGIC PLAN GOAL: Renovating existing space to store city records in a climate controlled environment relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Per Recommendation Memo.				
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: September 10, 2015
To: Michael Parrish, Sr. Buyer
From: Richard Medlen, Facilities Maintenance Superintendent
Subject: Municipal Warehouse – Renovation for Archive Record Room – Bid #2015-310-B

I have reviewed the bids to add an Archive Record Room at the Municipal Warehouse. I recommend award to the lowest, responsible, responsive, bid from Criterion Contractors, Inc., for the Base Bid amount of \$129,982; plus award of Alternate Bid No. 1, of \$1,400. With a total bid of \$131,382. A bid, from Festac Building Constructors, Inc., for \$118,452, was deemed non-responsive for not including the required price for Alternate Bid No. 1. An additional bid was received from RKM General Contractors, LLC, for \$141,900.

The addition of the Archive Record Room at the Municipal Warehouse is required to permanently temperature/humidity control the contents in the room for Records Management. The contents were moved to a temporary room at the Municipal Warehouse from its original location at Municipal Center South. Since the City is no longer occupying Municipal Center South, a permanent location is required.

The funding for the room is in Capital Reserve Account #54418.

Please contact me if you have any questions.

/liw

cc: Jim Razinha
Paul Kunze
Sandra Bloomer
Matt Yager
Billie Clayton
Earl Whitaker

CITY OF PLANO

BID NO. 2015-310-B RENOVATION FOR ARCHIVE RECORD ROOM AT MUNICIPAL WAREHOUSE BID RECAP

Bid Opening Date/Time: August 21, 2015 @ 2:00 PM

Number of Vendors Notified: 7088

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids: 1

Number of Responsive Bids Submitted: 2

<u>Vendor Name</u>	<u>Total Base Bid</u>	<u>Alternate Bid No. 1</u>
Criterion Contractors, Inc.	\$129,982	\$1,400
RKM General Contractors, LLC	\$141,900	\$5,000

Recommended Vendor:
Criterion Contractors, Inc. \$129,982 \$1,400

Michael Parrish

August 31, 2015

Michael Parrish, Senior 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:		9/28/2015			
Department:		Parks & Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Teresa Shelstad ext:7539					
CAPTION					
RFP No. 2015-231-C for a five (5) year contract with one (1) five (5) year City optional renewal for a marketing program involving a hot air balloon and pilot for Visit Plano to William Lewis Broker in the amount of \$372,400, 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:	2015-16 thru 2024-25	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	372,400	372,400
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-372,400	-372,400
BALANCE		0	0	0	0
FUND(S): CONVENTION AND TOURISM FUND					
<p>COMMENTS: This item approves price quotes for servicing agreements for the annual Plano Hot Air Balloon event. The estimated FY 2015-16 expenditure for the annual Plano Hot Air Balloon event to be purchased from this contract is \$44,440. Future expenditures will be made by Visit Plano within the annual approved budget appropriations, at an estimated annual expenditure of \$36,440 for fiscal years 2016-17 through 2024-25.</p> <p>STRATEGIC PLAN GOAL: Contracts for servicing agreements for the annual Plano Hot Air Balloon event relates to the strategic goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
See attached Recommendation Memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo					
RFP Recap					



Memorandum

Date: September 8, 2015
To: Teresa Shelstad, Buyer
From: Mark Thompson, Manager Visit Plano
Subject: RFP NO. 2015-231-C

On May 15, 2015, a Request for Proposals (RFP) was released notifying interested parties that the City of Plano was seeking to contract with a licensed hot air balloon pilot or organization to work with *Visit Plano* to develop a marketing program involving a hot air balloon. The selected respondent will develop a marketing plan and schedule of events in cooperation with the City, and will be responsible for carrying out marketing activities to include piloting the balloon and posting to social media. The contract term will be five years, with one five-year renewal. Parties submitting proposals for service were required to meet all elements listed in the requirement portion of the proposal solicitation.

The evaluation was based on:

- Organization profile
- The manner in which the goals are met
- Cost

One proposal was received and evaluated by Purchasing, and the *Visit Plano* evaluation team. Through the RFP process and one-on-one meetings, it was determined that William Lewis Broker met and exceeded all the requirements set forth in the RFP. We believe their proposal, as submitted, will give us the best opportunities to not only promote Plano as the “Hot Air Balloon Capital of Texas”, but also help promote Plano as a destination to visit throughout the year, whether for business or pleasure.

The specifics of this bid are on file with the Purchasing Division.

The current provider for this project is no longer able to provide these services, so if this is not funded the Hot Air Balloon Capital of Texas will no longer have a hot air balloon to appear in the various festivals we have been participating in over the years. We will also lose the additional PR coverage the balloon has been giving the Plano for the past 25 years. It’s also important to note that the funds for this project will be out of the Hotel Tax Fund and not the General Fund.

Mark Thompson
Manager
Visit Plano

CITY OF PLANO

RFP NO. 2015-231-C

Marketing Project with Hot Air Balloon Pilot
RFP RECAP

RFP opening Date/Time: June 30, 2015 @ 2:00pm

Number of Vendors Notified: 559

Vendors Submitting "No Bids": 0

Number of Proposals Submitted Non-Responsive: 0

Number of Proposals Submitted: 1

William Lewis Broker \$372,400

Recommended Vendor:

William Lewis Broker \$372,400

Teresa Shelstad

Teresa Shelstad
Buyer

September 11, 2015

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:		9/28/2015			
Department:		Technology Services			
Department Head		Carlos Oregon			
Agenda Coordinator (include phone #): Dianna Wike x7549					
CAPTION					
Bid No. 2015-334-C - for 1 year contract with 4 City optional renewals for Cable Installation services for Technology Services to ABLe Communications, Inc. in the estimated annual amount of \$157,423, 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 checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 through 2019- 20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	787,115	787,115
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-787,115	-787,115
BALANCE		0	0	0	0
FUND(S): VARIOUS OPERATING FUNDS AND CIP FUNDS					
<p>COMMENTS: This item awards an annual contract for the purchase and installation of cabling at City of Plano facilities, in the estimated annual amount of \$157,423, with four optional renewals if desired. The actual expenditures will be dependent upon CIP projects and other facility or technology projects with a cabling component, and those expenditures will occur within the designated budget for each project. Individual cabling expenditures greater than \$50,000 must be approved by the City Council in a separate agenda item in the future.</p> <p>STRATEGIC PLAN GOAL: Contracting to provide cable installation services for city facilities relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Per Recommendation Memo					
List of Supporting Documents: Recommendation Memo Bid Recap			Other Departments, Boards, Commissions or Agencies		



Memorandum

Date: September 14, 2015
To: Diane Palmer-Boeck, Chief Purchasing Officer
From: Carlos Oregon, Interim Technology Director
Subject: Award of 2015-334-C, Best Value Bid for Cable Installation

Technology Services recommends award of the Cable Installation services to ABLe Communications, Inc., the Best Value bidder. This will establish a 1 year contract, with 4 optional 1 year renewals, for the purchase and installation of voice, data and video, copper and fiber optic cable at the City's facilities.

Three responses to the bid request were received on August 31, 2015. A multi-departmental group reviewed the responses and after considerable deliberation and discussion by this group, a decision was made to select ABLe Communications, Inc. as the best value to the City, based on cost, qualifications of their staff, the capacity to perform the required cabling installations, as well as their experience.

The award is an estimated annual amount of \$157,423.00, which includes the estimated annual amount of \$57,423.00 for materials and an additional estimated annual amount of \$100,000.00 for installation services.

If this contract for cable installation services were not available, Technology Services would not be able to ensure that proper cabling for the City were in place to meet the needs of the departments' telephone and data network access.



**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:		9/28/15		
Department:	Public Works			
Department Head	Gerald Cosgrove			
Agenda Coordinator (include phone #): Lincoln Thompson ext. 7376				
CAPTION				
To approve the purchase of one (1) International 7300 Dump Truck for Fleet Services to be utilized by the Parks and Recreation Department in the amount of \$76,683 from Southwest International Trucks, Inc. through an existing TASB/BuyBoard contract and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	80,000	0	80,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-76,683	0	-76,683
BALANCE	0	3,317	0	3,317
FUND(S): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are available in the FY 2014-15 Adopted Budget to purchase one (1) International 7300 Dump Truck for the scheduled replacement of unit #97025 in Cost Center #644/Ground Maintenance Dist. #1. Remaining balance will be used for other Fleet and Equipment purchases. STRATEGIC PLAN GOAL: Providing one (1) International 7300 Dump Truck for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/BuyBoard Contract No. 430-13 / City of Plano Internal Contract No. 2015-402-O)				
List of Supporting Documents: Recommendation Memo Cooperative Quote Recap		Other Departments, Boards, Commissions or Agencies NA		



Memorandum

Date: September 3, 2015
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Dump Truck Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) International 7300 Dump Truck from Southwest International Trucks, Inc. through TASB/BuyBoard Contract No. 430-13 in the amount of \$76,683.14. Fleet Services and Purchasing have reviewed multiple Cooperative Contracts and found this to be the best value for the City.

This purchase is for the scheduled replacement of unit 97025 in Cost Center 644/Ground Maintenance Dist. #1.

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

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

**CITY OF PLANO
BID NO. 2015-402-O
6-8 YARD DUMP TRUCK
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 7

Vendors Submitting "No Bids": 0

Bids Deemed Nonresponsive: 0

Number of Responsive Quotes Submitted: 6

Southwest International Trucks International Model 7300	\$76,683.14
MHC Kenworth Kenworth Model T370	\$77,610.80
Santex Truck Centers International Model 4300	\$78,309.00
Houston Freightliner Freightliner Model M2 106	\$81,879.00
Rush Truck Center Peterbilt Model 337	\$88,095.00
Rush Truck Center Hino Model 338	\$89,809.00

Low Cooperative Quote Meeting Specifications:

Southwest International Trucks International Model 7300	\$76,683.14
--	-------------

Lincoln Thompson

Lincoln Thompson
Senior Buyer

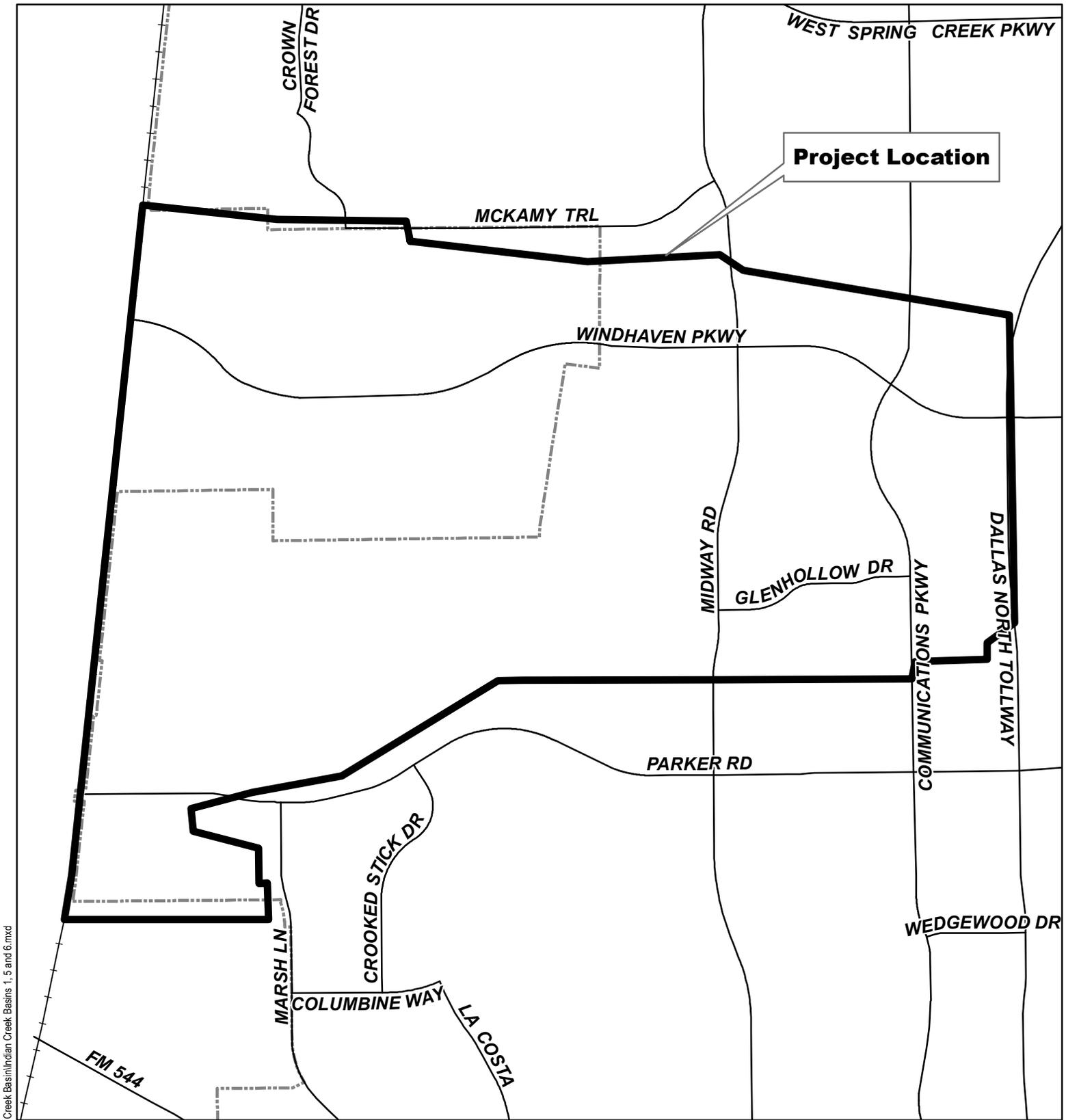
September 3, 2015

Date

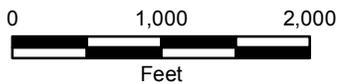


**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/28/15		
Department:		Engineering		
Department Head:		Jack Carr, PE		
Agenda Coordinator (include phone #):			Kathleen Schonne 7198	
			Project No. 6647.1	
CAPTION				
To ratify a Professional Services Agreement by and between the City of Plano and Burgess & Niple, Inc., in the amount of \$64,958, for the Indian Creek Basins 1, 5 & 6 project; and authorizing the City Manager, or his authorized designee, 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		0	0	15,000,000
Budget		0	0	0
Encumbered/Expended Amount		0	0	-64,958
This Item		0	0	-64,958
BALANCE		0	0	14,935,042
BALANCE				
14,935,042				
FUND(S): SEWER CIP				
<p>COMMENTS: Funding for this item is available in the 2015-16 Sewer CIP. Engineering services, in the amount of \$64,958, will leave a total of \$14,935,042 available for future expenditures to expand sanitary sewer capacity in the Indian Creek Basin.</p> <p>STRATEGIC PLAN GOAL: Engineering services to study sewer lines and prepare recommendations for rehabilitation relates to the City's goals of a Financially Strong City with Service Excellence and Strong Local Economy.</p>				
SUMMARY OF ITEM				
This project is for basins 1, 5 & 6, of the Indian Creek Basin in accordance with the consultants proposal. The consultant was selected from the SF330 list.				
Preparatory Work and Mobilization		\$ 1,200.00		
Smoke Testing		\$ 43,050.00		
Project Administration, Management, Supervision, and QA./QC		\$ 7,450.00		
Data Evaluation, Analysis, and Report		\$ 13,258.00		
		Total		
		\$ 64,958.00		
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Professional services agreement / Location Map		N/A		

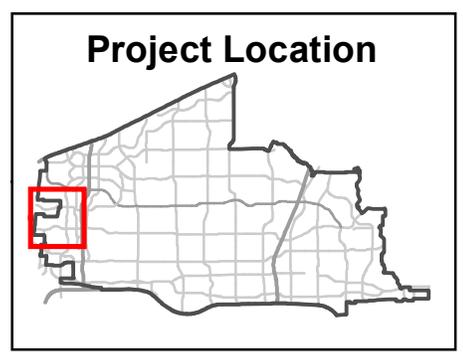


georgetau C:\Projects\Engineering\Locator\maps\09-09-2015_Indian Creek Basin\Indian Creek Basins 1, 5 and 6.mxd



City of Plano GIS Division
September, 2015

**Indian Creek Smoke Testing
Basins 1, 5 and 6
Project No. 6647-1**



INDIAN CREEK BASINS 1, 5 & 6

PROJECT NO. 6647.1

PROFESSIONAL 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 **BURGESS & NIPLE, INC.**, an **OHIO** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **INDIAN CREEK BASINS 1, 5 & 6** project located in the City of Plano, Collin and Denton County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the

same or similar locality and under the same or similar circumstances and professional license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Burgess & Niple, Inc.
Attn: Dr. Steven D. Sanders, PE
5085 Reed Road
Columbus, OH 43220

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 and Denton County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

BURGESS & NIPLE, INC., an **Ohio** corp.,
licensed to do business in the State of
Texas

DATE: _____

BY: _____

Dr. Steven D. Sanders, PE
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **DR. STEVEN D. SANDERS, PE, VICE PRESIDENT**, of **BURGESS & NIPLE, INC.**, an **OHIO** corporation, licensed to do business in the State of Texas, 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 _____, 2015, 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**

INDIAN CREEK DRAINAGE BASIN SMOKE TESTING – SUB-BASINS 1, 5, & 6

PROJECT DESCRIPTION

This project will consist of the completion of a traditional smoke testing procedure on all sewer mains in the Indian Creek Drainage Basin, Sub-basins 1, 5, and 6 to the extent possible using conventional means and methods, an analysis of the collected data and information, preparation of system rehabilitation recommendations, and reporting.

BASIC SERVICES

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

Task 1 – Preparatory Work, Project Organization & Mobilization

- Printing of all field forms and preparation of maps to be used for the field investigation portion of the project.
- Preparation of equipment and personnel to the Project site.
- Hold a project startup meeting with City personnel prior to commencement of any work to ensure that all work is conducted in accordance with all City regulations and ensure that proper lines of communication are established among project team members.
- Development of plans for traffic and pedestrian control to ensure the safety and convenience of the public during the project.
- Notification of all residences, businesses, and institutions in the study area and coordination with appropriate City departments during the field work portion of the project that work is to be performed at a specific time in a specific location.

The compensation for this task shall be on a “Lump Sum” basis.

Task 2 – Smoke Testing

Smoke testing is performed under dry weather conditions to maximize the detection of inflow and rainfall responsive infiltration sources. A non-toxic and odorless smoke is introduced into the center manhole connecting two sections of sewer main with an air blower with a minimum capacity of 4,000 cubic feet per minute. This testing method develops adequate pressure in the sewer main to force the smoke through any defects in the pipe such that the smoke can be visually detected above ground. Smoke flyers will be distributed to residences and businesses in the study area prior to commencement of smoke testing in an area.

This task, as described above, will be employed to the extent that surcharging or blockage of the sewer lines will permit on the approximately 105,000 linear feet of sewer lines in the study area. Above ground reconnaissance of the study area to determine proximity of storm sewers, creek crossings, drainage paths and ponding areas to the sanitary sewer system will be accomplished concurrently with smoke testing. This visual inspection is performed to identify potential sources of inflow to the system. Digital photographs of each smoke leak located during the smoke testing phase of this project will be taken and provided with the field forms in both hardcopy and electronic formats. X, Y, and Z coordinates of smoke emissions identified in the field will be recorded and plotted on aerial photographs of the City such that the location of the defect can be re-established for repair and rehabilitation purposes.

Smoke testing data collected as a portion of the field investigations will include:

- Upstream/downstream manhole number
- GIS pipe identifier (from the City's GIS data)
- Length of sewer line in linear feet
- Predominant ground cover over line segment
- Leak location using GPS coordinates, addresses, and digital photographs
- Degree of smoke observed
- Number and size of pick holes in the upstream manhole
- Location of the leak regarding drainage path and ponding areas, storm sewer crossings, and other potential sources of inflow
- Predominant ground cover over the leak
- Classification of defects as to:
 - Main Line
 - Manhole
 - Public service line
 - Private service line

Compensation for this task shall be per "Linear Foot".

Task 3 – Project Administration, Management, Supervision, and QA/QC

This task consists of engineering supervision of all field data collection operations, project administration and management, scheduling of field tasks, general management of field personnel, and quality assurance functions. Additionally, this task includes:

- General administration and periodic meetings as necessary with the OWNER
- Internal project control procedures on a monthly basis including schedule, budget, quality control reviews, and invoices.
- The ENGINEER will prepare and distribute notices necessary for the performance of smoke testing. Every reasonable effort will be made to distribute these notices 48 hours prior to smoke testing in a particular area.

The compensation for this task shall be on a "Lump Sum" basis.

Task 4 – Data Evaluation, Analysis, and Report

This task consists of evaluating and analyzing the collected data and presenting the results as a report. Two (2) copies of the draft report will be prepared and submitted to the OWNER for review and comments, including the following:

- Table of problems listed by priorities (rehabilitation ranked by cost to eliminate I/I).
- Table of all problems found including structural and maintenance problems.
- Recommended rehabilitation work (including estimated construction costs) will be grouped and tabulated in three major categories: collection lines; manholes, and service lines. Service lines will be further segregated into work on public or private property.

Two copies of the Final Report, incorporating comments from the review of the Draft Report will be furnished. The Final Report will also be provided in MS Office 2010 format, with updated mapping files provided in the same format as was provided to the ENGINEER at the beginning of the project.

The compensation for this task shall be on a "Lump Sum" basis.

INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY OF PLANO

The OWNER shall provide the following information and services at no cost to the ENGINEER:

- ArcGIS files of the existing sewer system showing the location and size of existing sewer lines, manholes, lift stations, and other pertinent topographic information such as right-of-way lines, street names, etc. This information shall also be provided in ArcGIS shapefile format.
- Liaison with City officials to provide effective coordination and cooperation between the fire, police, engineering and sewer departments and ENGINEER, as necessary during execution of field work.
- Access to manholes and/or lift stations.
- Assistance by City personnel, knowledgeable of manhole and cleanout locations, in locating buried or hidden manholes and cleanouts.
- Expose for entry, manholes that require excavation, cutting of pavement, and/or have lids fastened or frozen in place.
- Provide access to manholes in areas where access is prohibited by vegetation growth.

**EXHIBIT B
COMPLETION SCHEDULE**

The work will be initiated within days of receipt of Authorization to Proceed and is projected to be completed in 60 days. Both parties agree that this project is weather dependent and that every reasonable effort will be made to work around inclement weather delays.

**EXHIBIT C
PROPOSED FEES**

COMPENSATION FOR SERVICES AND TERMS OF PAYMENT

The total estimated compensation to provide all services described under the Scope of Work including the necessary equipment and supplies is shown in Table I. The compensation amount is based on the estimated work unit quantities delineated under the Scope of Work and the quantities outlined herein. It should be noted that the quantities outlined in this contract are estimated based on the best available information and may vary from the actual quantities found during field investigations. In no case will the total contract amount be exceeded without prior written authorization from the City of Plano. Invoices will be rendered monthly and due within thirty (30) days. Invoices will be computed based on the quantities of work completed to date, multiplied by the unit price for that work and/or percentage of task completion.

Table I - Compensation for Services delineates the price for each task.

Task	Task Description	Unit	Estimated Quantities	Unit Price	Total Price
1	Preparatory Work and Mobilization	Lump Sum	1	\$1,200.00	\$1,200.00
2	Smoke Testing	L.F.	105,000	\$0.41	\$43,050.00
3	Project Administration, Management, Supervision, and QA/QC	Lump Sum	1	\$7,450.00	\$7,450.00
4	Data Evaluation, Analysis, and Report	Lump Sum	1	\$13,258.00	\$13,258.00
TOTAL					\$64,958.00

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **BURGESS & NIPLE, INC.**, a corporation organized under the laws of the State of Ohio, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **BURGESS & NIPLE, 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."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

BURGESS & NIPLE, INC.

By: _____
Signature

Dr. Steven D. Sanders, PE
Print Name

Vice President
Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2015.

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:		09/28/15		
Department:		Engineering		
Department Head:		Jack Carr, PE		
Agenda Coordinator (include phone #):			Project No. 6647	
CAPTION				
To ratify a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC, in the amount of \$72,108, for the Indian Creek Basins 8-12 project; and authorizing the City Manager, or his authorized designee, 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0	0	15,000,000
Encumbered/Expended Amount		0	0	0
This Item		0	0	-72,108
BALANCE		0	0	14,927,892
FUND(S): SEWER CIP				
<p>COMMENTS: Funding for this item is available in the 2015-16 Sewer CIP. Engineering services, in the amount of \$72,108, will leave a total of \$14,927,892 available for future expenditures to expand sanitary sewer capacity in the Indian Creek Basin.</p> <p>STRATEGIC PLAN GOAL: Engineering services to study sewer lines and prepare recommendations for rehabilitation relates to the City's goals of a Financially Strong City with Service Excellence and Strong Local Economy.</p>				
SUMMARY OF ITEM				
This project is for basins 8-12, of the Indian Creek Basin in accordance with the consultants proposal. The consultant was selected from the SF330 list.				
Mobilization / Startup		\$ 1,680.00		
Smoke Testing – Public Awareness, Data Entry		\$ 54,227.52		
Admin., Project Mgt.		\$ 3,890.00		
Defect Analysis / Rehabilitation Recommendations		\$ 2,650.00		
Database Tabular Listing		\$ 1,260.00		
Mapping / Database		\$ 950.00		
Draft / Final Report / Preliminary Rehabilitation Plan		\$ 7,450.00		
		Total		\$ 72,108.00
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Professional services agreement / Location Map			N/A	

Project Location

SAM RAYBURN TOLLWAY

GRANITE PKWY

HEADQUARTERS DR

CORPORATE DR

COMMUNICATIONS PKWY

TENNYSON PKWY

DALLAS NORTH TOLLWAY

BISHOP RD

WEST SPRING CREEK PKWY

KINGS MANOR LN

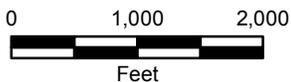
CROWN FOREST DR

MCKAMY TRL

MIDWAY RD

PARKWOOD BLVD

WINDHAVEN PKWY



City of Plano GIS Division
September, 2015

Indian Creek Smoke Testing Basins 8-12 Project No. 6647

Project Location



INDIAN CREEK BASINS 8-12

PROJECT NO. 6647

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **INDIAN CREEK BASINS 8-12** project located in the City of Plano, Collin and Denton County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional

license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

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

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 and Denton County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

PIPELINE ANALYSIS, LLC
A Texas Limited Liability Company

DATE: _____

BY: _____
James H. Forbes, Jr.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **JAMES H. FORBES, JR., PRESIDENT**, of **PIPELINE ANALYSIS, LLC**, a **TEXAS** Limited Liability Company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, 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
INDIAN CREEK BASINS 8-12
PROJECT NUMBER 6647**

PROJECT DESCRIPTION

This project will consist of a Sanitary Sewer Smoke Testing of portions of the Indian Creek Sewer Basin identified as Sub-basins IC8, IC9, IC10, IC11 and IC12. The service areas included in this scope of services is shown in Figure 1– Study Area Map. The approach to the work tasks is organized around the City’s objectives for this project:

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

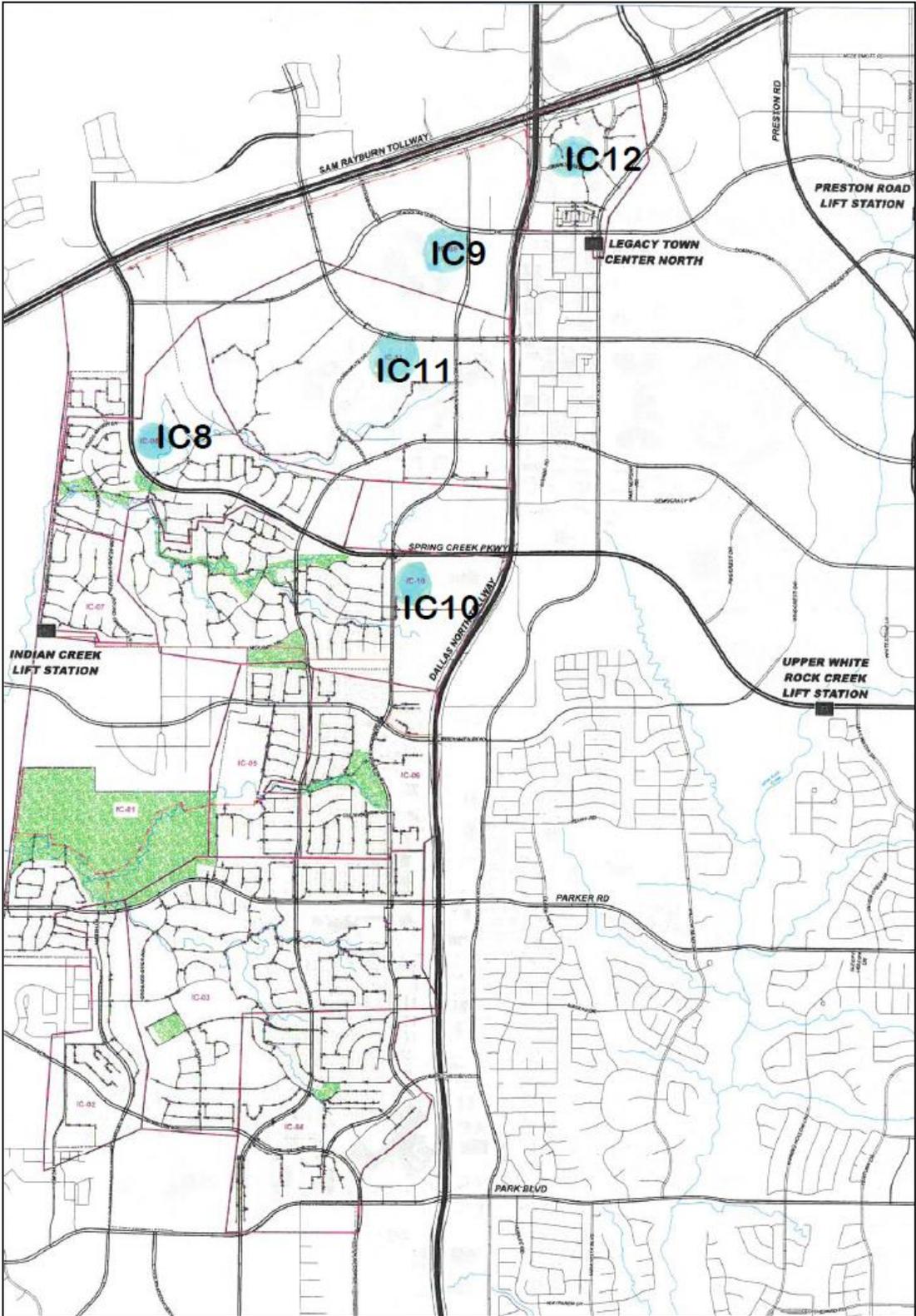
BASIC SERVICES

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

Indian Creek Basin North - IC 8, IC 9, IC 10, IC 11 and IC12

Task	Description	Quantity
100	Mobilization / Startup	Lump Sum
200	Smoke Testing- Public Awareness- Data Entry	112,974 lf
300	Admin., Project Management	Lump Sum
400	Defect analysis / Rehab.	Lump Sum
500	Database Tabular Listing	Lump Sum
600	Mapping and Database	Lump Sum
700	Draft / Final report / Preliminary Rehab. Plan	Lump Sum

Figure 1- Indian Creek Study Area Map



SANITARY SEWER SMOKE TESTING FOR INDIAN CREEK NORTH SUB-BASINS

The following summarizes the various field testing and inspection tasks anticipated to complete a Sanitary Sewer Assessment of the recommended areas within the City of Plano wastewater collection system.

TASK 100 MOBILIZATION/STARTUP

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies.

TASK 200 SMOKE TESTING OF STUDY AREA

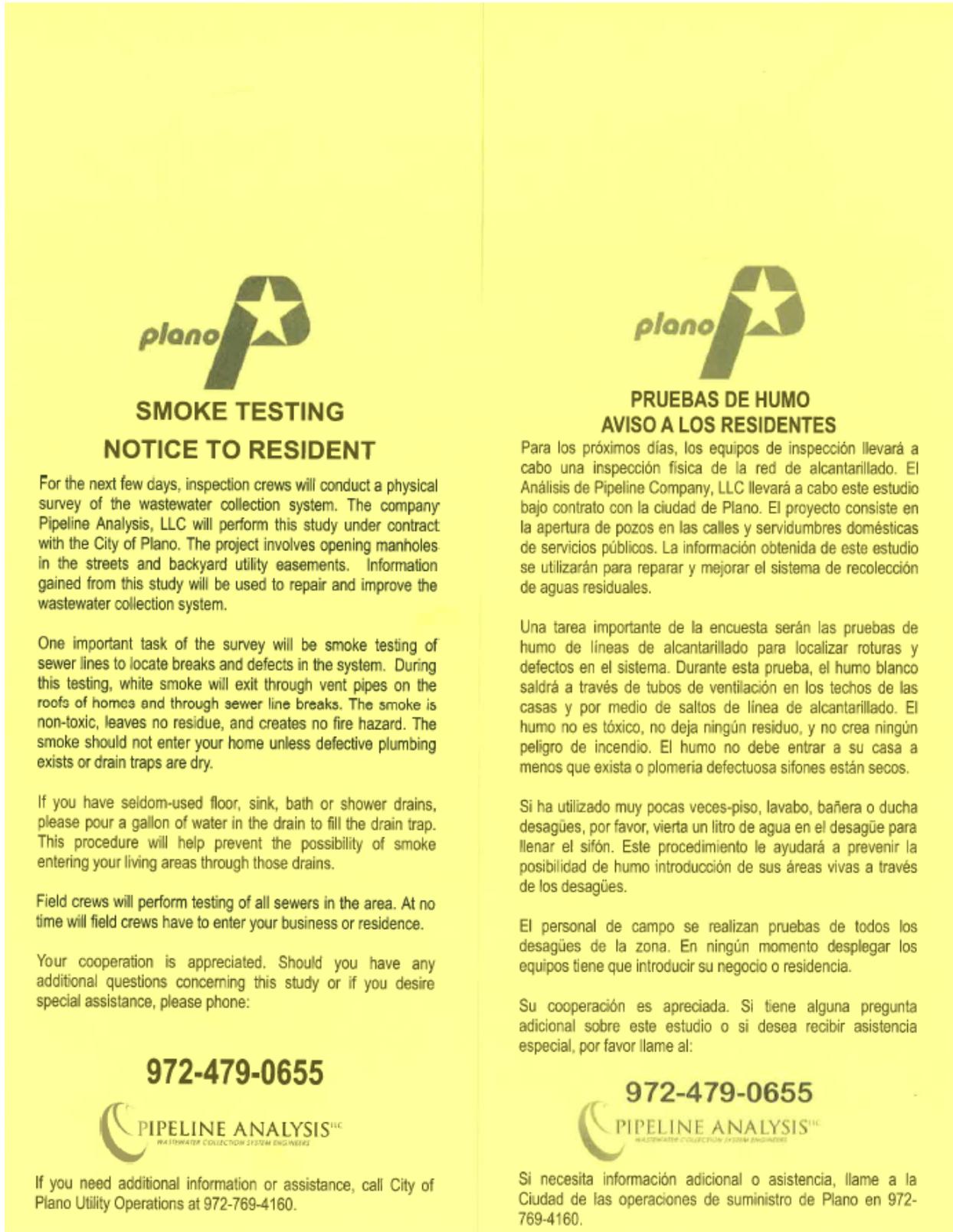
Smoke testing will provide detailed information on wet weather inflow sources for the sub basins designated within the Indian Creek Area. In order to identify defects in the lines, a non-toxic smoke will be forced into the sewer by high capacity blowers. Data documentation includes measurements from two permanent points, use of GPS where possible, and will be sufficient to establish the location of each defect and determine the best repair method and priority. Color digital photographs will be taken to document each defect during the smoke test.

Forty-eight (48) hours prior to testing, door hangers (Figure 2) will be used to notify residents. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes through defective plumbing.

DELIVERABLES:

- Defects listing and database
- Defect location sketch
- Digital photographs
- Smoke Notification Flyers and Notification of Residents
- Priority ranking of defects (both private and public sector)
- Repair methods and estimated costs
- GPS smoke defect locations to sub-meter accuracy where possible

Figure 2 – Door Hanger



The image shows a two-page door hanger with a yellow background. The left page features the 'plano' logo (a stylized 'P' with a star) and the text 'SMOKE TESTING NOTICE TO RESIDENT'. It contains several paragraphs of text explaining the smoke testing process, including instructions for residents to fill drain traps with water. The right page features the same logo and the text 'PRUEBAS DE HUMO AVISO A LOS RESIDENTES'. It contains Spanish text explaining the smoke testing process and instructions for residents to fill drain traps with water. Both pages include the phone number 972-479-0655 and the Pipeline Analysis logo.

plano

**SMOKE TESTING
NOTICE TO RESIDENT**

For the next few days, inspection crews will conduct a physical survey of the wastewater collection system. The company Pipeline Analysis, LLC will perform this study under contract with the City of Plano. The project involves opening manholes in the streets and backyard utility easements. Information gained from this study will be used to repair and improve the wastewater collection system.

One important task of the survey will be smoke testing of sewer lines to locate breaks and defects in the system. During this testing, white smoke will exit through vent pipes on the roofs of homes and through sewer line breaks. The smoke is non-toxic, leaves no residue, and creates no fire hazard. The smoke should not enter your home unless defective plumbing exists or drain traps are dry.

If you have seldom-used floor, sink, bath or shower drains, please pour a gallon of water in the drain to fill the drain trap. This procedure will help prevent the possibility of smoke entering your living areas through those drains.

Field crews will perform testing of all sewers in the area. At no time will field crews have to enter your business or residence.

Your cooperation is appreciated. Should you have any additional questions concerning this study or if you desire special assistance, please phone:

972-479-0655

PIPELINE ANALYSIS^{INC}
WASTEWATER COLLECTION SYSTEM ENGINEERS

If you need additional information or assistance, call City of Plano Utility Operations at 972-769-4160.

plano

**PRUEBAS DE HUMO
AVISO A LOS RESIDENTES**

Para los próximos días, los equipos de inspección llevará a cabo una inspección física de la red de alcantarillado. El Análisis de Pipeline Company, LLC llevará a cabo este estudio bajo contrato con la ciudad de Plano. El proyecto consiste en la apertura de pozos en las calles y servidumbres domésticas de servicios públicos. La información obtenida de este estudio se utilizarán para reparar y mejorar el sistema de recolección de aguas residuales.

Una tarea importante de la encuesta serán las pruebas de humo de líneas de alcantarillado para localizar roturas y defectos en el sistema. Durante esta prueba, el humo blanco saldrá a través de tubos de ventilación en los techos de las casas y por medio de saltos de línea de alcantarillado. El humo no es tóxico, no deja ningún residuo, y no crea ningún peligro de incendio. El humo no debe entrar a su casa a menos que exista o plomería defectuosa sifones están secos.

Si ha utilizado muy pocas veces-piso, lavabo, bañera o ducha desagües, por favor, vierta un litro de agua en el desagüe para llenar el sifón. Este procedimiento le ayudará a prevenir la posibilidad de humo introducción de sus áreas vivas a través de los desagües.

El personal de campo se realizan pruebas de todos los desagües de la zona. En ningún momento desplegar los equipos tiene que introducir su negocio o residencia.

Su cooperación es apreciada. Si tiene alguna pregunta adicional sobre este estudio o si desea recibir asistencia especial, por favor llame al:

972-479-0655

PIPELINE ANALYSIS^{INC}
WASTEWATER COLLECTION SYSTEM ENGINEERS

Si necesita información adicional o asistencia, llame a la Ciudad de las operaciones de suministro de Plano en 972-769-4160.

TASK 800 ADMINISTRATION AND PROJECT MANAGEMENT

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

Management work items include:

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

TASK 900 DEFECT ANALYSIS

This project will generate a considerable amount of data that will require proper entry and quality control. Data collection will include the following:

1. All collected data will be included in a Microsoft Access or Excel spreadsheet.
2. Defect data will be presented graphically (data visualization) using the City of Plano GIS mapping system.
3. Evaluate the various rehabilitation options (including trenchless methods) based on the soils, line cover, pipe depth, easement restrictions, pipe material and defects identified. Much of the baseline data required for rehabilitation decision is gathered during the normal course of field investigations
4. Since private sector defects can contribute to excessive inflow, proper documentation for subsequent repair is important. Property owner address, photograph and sufficient information to document the defect will be recorded and incorporated into the database.
5. Rehabilitation recommendations will consider the best repair for the particular asset (manhole, pipeline, etc.) being rehabilitated. A long-term least-cost solution may have an initial higher cost, but provide a higher level of service and lower operating and maintenance cost.

TASK 1000 DATABASE TABULAR LISTING

All inspection forms, photographs and sketches taken during the field investigation efforts will be provided as documentation and compiled into an Excel spreadsheet summary. Sketches will be scanned in pdf electronic format and referenced. Each system defect will be prioritized and sorted by repair method. An updated electronic collection system map will be provided and will be used to reference each system defect by line segment and manhole number.

TASK 1200 GIS MAPPING/DATABASE

This task will update the existing GIS maps based on the field observations. Where new lines are discovered during the course of the project they will be added to the GIS maps with new asset numbers added. All manhole, cleanout and mainline sewers will be identified by unique identifiers approved by the City. The updated GIS maps and database will be provided upon the completion of the project.

TASK 1300 DRAFT/FINAL REPORT

The Draft and Final report will include an executive summary, conclusions, recommendations and estimated costs. This report will summarize all field activities and provide a summary for use by management. Prepare and submit one (1) Draft Final Report in hard copy and three (3) draft report copies on CD-ROM for review and comments. Address comments and submit three (3) bound Final Reports in hard copy and three (3) final report copies on CD-ROM which will include electronic data summaries, rehabilitation costs and supporting tables and maps. The comprehensive reports to include the following:

1. Executive Summary
2. Description of all tasks undertaken including methodologies
3. Manhole Rehabilitation Plan
4. Mainline Rehabilitation Plan
5. Service Lateral Rehabilitation Plan
6. Appendix of collected field data, photographs and electronic database
7. Conclusions and recommendations

8. CD-ROM/DVD with final report, databases and photographs and project hard drive, scanned defect location sketches, GIS maps, project photographs and report data
9. Data visualization maps showing prioritized rehabilitation plan
10. Updated GIS maps
11. Reports shall be bound. All field data, photographs, sketches, maps, database, report narrative, etc. will be placed on hard drive and included with the Final Report.

EXHIBIT "B"

SCHEDULE OF WORK

The work will be initiated immediately upon receipt of Authorization to Proceed, and is estimated to be completed within approximately eight (8) weeks from the notice to proceed. If uncooperative weather conditions are encountered during the study period (i.e. rainfall preventing smoke testing) the project schedule may be extended at the City's option.

Basic Services Schedule

Indian Creek Basin North Sub Basins IC8, IC9, IC10, IC11 and IC12

Task	Description	Week												
		1	2	3	4	5	6	7	8	9	10			
100	Mobilization / Startup													
200	Smoke Testing - Public Notification - Data Entry													
300	Administration / Project Management													
400	Defect Analysis / Rehabilitation													
500	Database Tabular Listings													
600	Mapping / Database													
700	Draft / Final Report / Rehabilitation Plan													

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

Basic Services

Payment for the Sanitary Sewer Smoke Testing shall be a unit price for each linear foot of mainline smoke tested. The basis for partial payment will be the unit rate multiplied by the number of units completed. Lump sum items will be billed based on the percentage completion of the work task. The total contract for basic services associated with the Sanitary Sewer Smoke Testing of the Indian Creek North Sub-basins will not exceed \$72,107.52 without an amendment to this contract and authorization by the City to perform additional services.

Basic Services	Total
Indian Creek Basin North - IC 8, IC 9, IC 10, IC 11 and IC 12	\$ 72,107.52

Detailed Cost Summaries

Sanitary Sewer Smoke Testing Indian Creek Basins 8-12

Indian Creek Basin North - IC8, IC9, IC10, IC11 and IC12

Task	Description	Quantity	Unit Price	Total
100	Mobilization/Startup	L.S.	L.S.	\$1,680.00
200	Smoke Testing- Public Awareness, Data Entry	112974	\$ 0.48	\$54,227.52
300	Admin., Project Mgt.	L.S.	L.S.	\$3,890.00
400	Defect Analysis/Rehabilitation Recommendations	L.S.	L.S.	\$2,650.00
500	Database tabular listing	L.S.	L.S.	\$1,260.00
600	Mapping/Database	L.S.	L.S.	\$950.00
700	Draft/Final Report/ Preliminary Rehabilitation Plan	L.S.	L.S.	\$7,450.00
	Total Not to Exceed			\$72,107.52

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **PIPELINE ANALYSIS, LLC**, a Limited Liability Company organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **PIPELINE ANALYSIS, LLC**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

- A religious organization.
- A political organization.
- An educational institution.
- A branch or division of the United States government or any of its departments or agencies.
- A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.
- A private club that is restricted to members of the club and guests and not open to the general public.
- Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

PIPELINE ANALYSIS, LLC _____

By: _____
Signature

JAMES H. FORBES, JR. _____
Print Name

PRESIDENT _____
Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

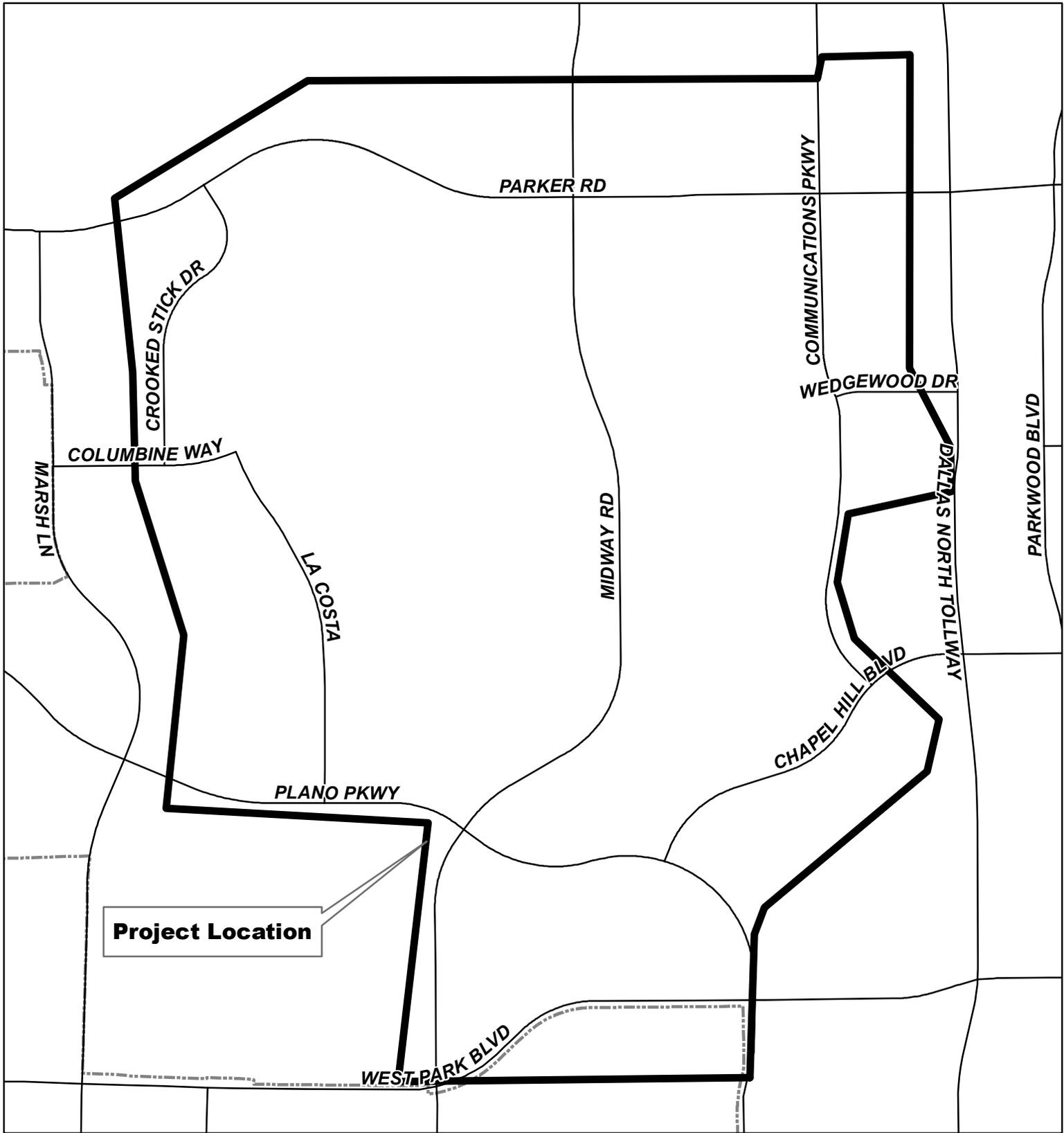
SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2015.

Notary Public, State of Texas

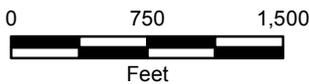


**CITY OF PLANO
COUNCIL AGENDA ITEM**

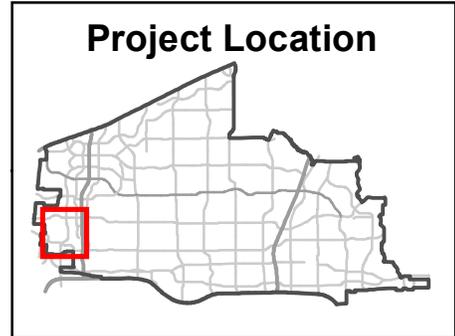
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/28/15		
Department:		Engineering		
Department Head:		Jack Carr, PE		
Agenda Coordinator (include phone #):		Kathleen Schonne 7198		Project No. 6647.2
CAPTION				
To ratify a Professional Services Agreement by and between the City of Plano and RJN Group, Inc., in the amount of \$95,506, for the Indian Creek Smoke Testing Basins 3 & 4 project; and authorizing the City Manager, or his authorized designee, 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: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	15,000,000	15,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-95,506	-95,506
BALANCE	0	0	14,904,494	14,904,494
FUND(S): SEWER CIP				
<p>COMMENTS: Funding for this item is available in the 2015-16 Sewer CIP. Engineering services, in the amount of \$95,506, will leave a total of \$14,904,494 available for future expenditures to expand sanitary sewer capacity in the Indian Creek Basin.</p> <p>STRATEGIC PLAN GOAL: Engineering services to study sewer lines and prepare recommendations for rehabilitation relates to the City's goals of a Financially Strong City with Service Excellence and Strong Local Economy.</p>				
SUMMARY OF ITEM				
This project is for smoke testing basins 3 & 4 of the Indian Creek Basin in accordance with the consultants proposal. The consultant was selected from the SF330 list.				
	Mobilization / Startup		\$ 3,726.00	
	Smoke Testing – Public Awareness, Data Entry		\$ 53,583.36	
	Administration, Project Management		\$ 6,224.00	
	Defect Analysis / Rehabilitation		\$ 8,032.00	
	Inspection Data Database		\$ 6,472.00	
	Rehabilitation Cost Estimates / Final Priority Ranking		\$ 6,412.00	
	GIS Mapping / Database		\$ 5,892.00	
	Draft / Final SSES Report		\$ 5,164.00	
		Total	\$ 95,505.36	
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Professional services agreement / Location Map		N/A		



Project Location



**Indian Creek Smoke Testing
Basins 3 and 4
Project No. 6647-2**



INDIAN CREEK SMOKE TESTING BASINS 3 & 4

PROJECT NO. 6647.2

PROFESSIONAL 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 **RJN GROUP, INC.**, an **ILLINOIS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **INDIAN CREEK SMOKE TESTING BASINS 3 & 4** project located in the City of Plano, Collin and Denton County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the

same or similar locality and under the same or similar circumstances and professional license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF

LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

RJN Group, Inc.
Attn: Tristan Nickel, PE, Project Manager
12160 Abrams Road, Suite 400
Dallas, TX 75243

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 and Denton County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

RJN GROUP, INC.

An ILLINOIS Corporation, licensed to do
business in the State of Texas

DATE: _____

BY: _____

Hugh M. Kelso
SENIOR VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **HUGH M. KELSO, Senior Vice President**, of **RJN GROUP, INC.**, an **ILLINOIS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

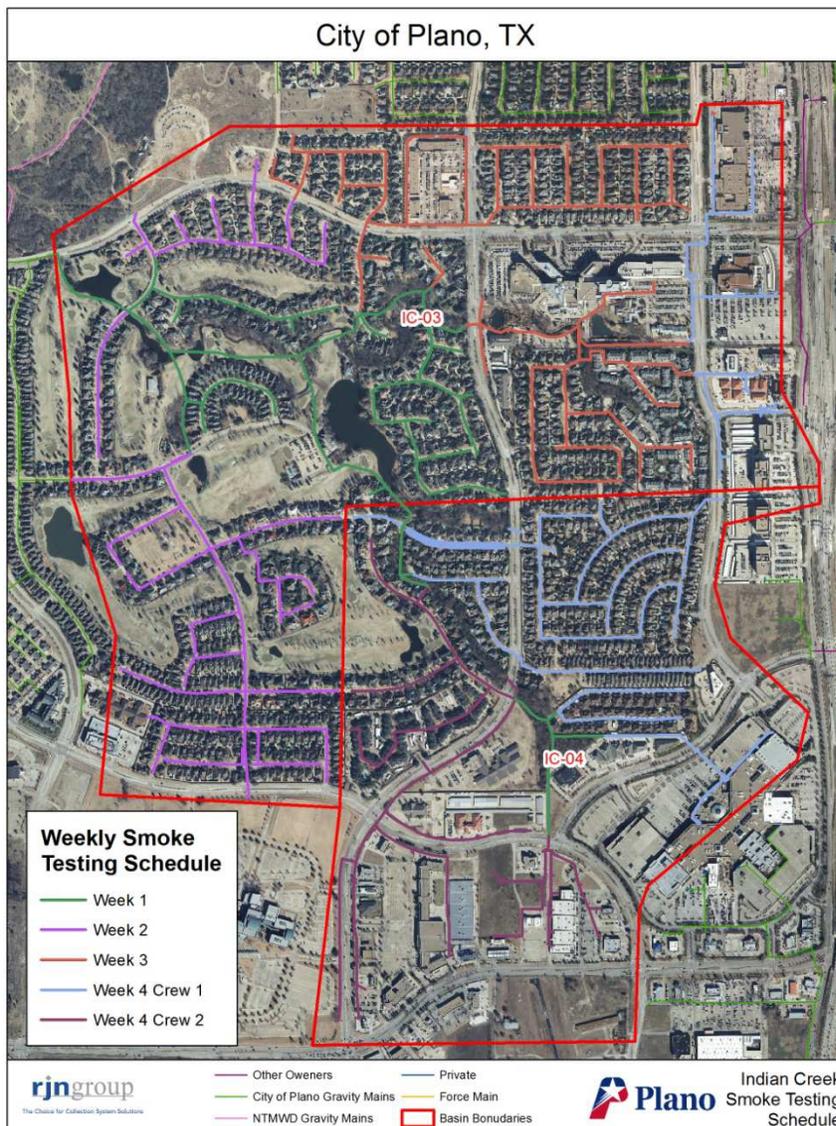
This instrument was acknowledged before me on the _____ day of _____, 2015, by **BRUCE D. GLASSCOCK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"
SCOPE OF SERVICES
INDIAN CREEK SMOKE TESTING BASINS 3 & 4
Project Number 6647.2

PROJECT DESCRIPTION

This project will consist of a smoke testing portion of the Indian Creek Basin. The service areas included in this scope of services is shown below and includes approximately 111,632 linear feet of sewer lines in two sub-basins:



SMOKE TESTING FOR INDIAN CREEK BASIN

The following summarizes the field testing tasks anticipated to complete within the City of Plano wastewater collection system.

TASK 100 MOBILIZATION/STARTUP

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies.

TASK 200 SMOKE TESTING OF STUDY AREA

Smoke testing will provide detailed information on wet weather inflow sources for the high priority study areas determined from the flow monitoring. In order to identify defects in the lines, a non-toxic smoke will be forced into the sewer by high capacity blowers.

A dual blower intensified smoke testing technique will be utilized to test sewer lines in the selected study areas. This enhanced method uses two (2) smoke blowers for each test segment instead of the conventional technique of one blower, and partial plugging of the segment. The objective is to provide the maximum amount of smoke pressure to identify connections from sources such as catch basins, roof leaders, yard drains, area drains, and detectable main line and lateral defects. Smoke testing will be performed only during dry periods to maximize the effectiveness of the smoke testing program.

At least forty-eight (48) hours and no greater than fourteen (14) days prior to testing, door hangers will be used to notify residents. In commercial areas, ENGINEER will deliver notices and prepare a list of all the businesses in the area. An acknowledgement from each business will be obtained whenever possible. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes through defective plumbing.

The consultant will install cleanout covers on cleanouts that are missing covers as determined by the smoke tests. Clean out covers to be provided by the City.

DELIVERABLES:

- Defects listing and database
- Digital photographs
- Smoke Notification Flyers and Notification of Residents
- Priority ranking of defects (both private and public sector)
- Repair methods and estimated costs
- GPS smoke defect locations to nearest-meter accuracy



**SMOKE TESTING
NOTICE TO RESIDENT**

For the next few days, inspection crews will conduct a physical survey of the wastewater collection system. RJN Group, an engineering consultant hired by the City of Plano will perform this study, which involves opening manholes in the streets and backyard utility easements. Information gained from this study will be used to repair and improve the wastewater collection system.

One important task of the survey will be smoke testing of sewer lines to locate breaks and defects in the system. During this testing, white smoke will exit through vent pipes on the roofs of homes and through sewer line breaks. The smoke is non-toxic, leaves no residue, and creates no fire hazard. The smoke should not enter your home unless defective plumbing exists or drain traps are dry.

If you have seldom-used drains, please pour a gallon of water in the drain to fill the drain trap. This procedure will help prevent the possibility of smoke entering your living areas through those drains.

Field crews will perform testing of all sewers in the area. At no time will field crews have to enter your business or residence.

Your cooperation is appreciated. Should you have any additional questions concerning this study or if you desire special assistance, please phone:

972.437.4300

David Trejo - RJN Project Engineer

If you need additional information, call the City of Plano Engineering Dept: **972.941.7152**

TASK 300 ADMINISTRATION AND PROJECT MANAGEMENT

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

Management work items include:

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

TASK 400 DEFECT ANALYSIS

This project will generate a considerable amount of data that will require proper entry and quality control. Data collection will include the following:

1. All collected data will be included in a Microsoft Access database.
2. All collected defect data will be correlated between sources to address duplicate defects that were identified by different testing methods.
3. Defect data will be presented graphically (data visualization) using the City of Plano GIS mapping system.
4. Evaluate the various rehabilitation options (including trenchless methods) based on the line cover, pipe depth, pipe material, and defects identified. Much of the baseline data required for rehabilitation decision is gathered during the normal course of field investigations.
5. Since private sector defects can contribute to excessive inflow, proper documentation for subsequent repair is important. Property owner address, photograph, and sufficient information to document the defect will be recorded and incorporated into the database.
6. Rehabilitation recommendations will consider the best repair for the particular asset (manhole, pipeline, etc.) being rehabilitated. A long-term least-cost solution may have an initial higher cost, but provide a higher level of service and lower operating and maintenance cost.

TASK 500 INSPECTION DATA DATABASE

All inspection data and photographs taken during the field investigation efforts will be provided as documentation and compiled into a Microsoft Access database.

TASK 600 REHABILITATION COST ESTIMATES/FINAL PRIORITY RANKING

Based on the inspection and testing results, the severity of each defect will be evaluated

and the estimated cost for repair will be assigned. Both public and private sector defects identified during the project will be evaluated. Estimated rehabilitation costs will utilize current bid tabulations to accurately estimate construction costs. For each public and private sector asset, a priority repair number will be assigned along with repair method and estimated cost.

TASK 700 GIS MAPPING/DATABASE

This task will update the existing City of Plano GIS maps based on the field observations. When new lines are discovered during the course of the project, they will be added to the GIS maps with new asset numbers. All manhole, cleanout, and mainline sewers will be identified by unique identifiers. The updated GIS maps and database will be provided upon the completion of the project.

TASK 800 DRAFT/FINAL SSES REPORT

The Draft and Final report will include an executive summary, conclusions, recommendations, and estimated costs. This report will summarize all field activities and provide a summary for use by management. Prepare and submit one (1) Draft Report in hard copy and five (5) draft report copies on CD-ROM for review and comments. Address comments and submit three (3) bound Final Reports in hard copy and ten (10) final report copies on CD-ROM, which will include electronic data summaries, rehabilitation costs, and supporting tables and maps. The comprehensive reports to include the following:

1. Executive Summary
2. Description of all tasks undertaken including methodologies
3. Mainline Rehabilitation Plan
4. Service Lateral Rehabilitation Plan
5. Appendix of collected field data, photographs and electronic database
6. Conclusions and recommendations
7. External Hard Drive with final report, databases, photographs, CCTV digital video, and GIS maps
8. Data visualization maps showing prioritized rehabilitation plan
9. Updated GIS maps

Reports shall be bound. All field data, photographs, maps, database, report narrative, etc. will be placed on hard drive and included with the Final Report.

EXHIBIT "B"

SCHEDULE OF WORK

In signing this Agreement, the City of Plano grants RJN Group, Inc.'s specific authorization to proceed under this Subcontract. RJN Group, Inc.'s services shall be completed within sixty (60) days of the receipt of the notice to proceed unless weather constraints do not allow for testing under acceptable conditions. The City will be kept informed if the schedule will not be met.

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

Basic Services

Payment for the smoke testing work shall be a unit price for each linear foot of mainline smoke tested. The basis for partial payment will be the unit rate multiplied by the number of units completed. Lump sum items will be billed based on the percentage completion of the work task.

Detailed Cost Summaries

Smoke Testing for Indian Creek Basin Cost Summary

Task	Description	Quantity	Units	Unit Cost (\$)	Total (\$)
100	Mobilization/Startup	1	LS	4,546.00	3,72600
200	Smoke Testing-Public Awareness, Data Entry	111,632	LF	0.48	53,583.36
300	Administration, Project Management	1	LS	6,224.00	6,224.00
400	Defect Analysis/Rehabilitation	1	LS	9,492.00	8,032.00
500	Inspection Data Database	1	LS	6,472.00	6,472.00
600	Rehabilitation Cost Estimates/Final Priority Ranking	1	LS	6,412.00	6,412.00
700	GIS Mapping/Database	1	LS	5,892.00	5,892.00
800	Draft/Final SSES Report	1	LS	5,164.00	5,164.00
	Total				95,505.36

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **RJN GROUP, INC.**, a corporation organized under the laws of the State of ILLINOIS, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **RJN GROUP, 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."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

RJN GROUP, INC. _____

By: _____
Signature

HUGH M. KELSO _____
Print Name

SENIOR VICE PRESIDENT _____
Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2015.

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:		9/28/15		
Department:		Human Resources		
Department Head		Shante Akafia		
Agenda Coordinator (include phone #): Sharron Mason x 7247				
CAPTION				
To ratify an expenditure in the amount of \$66,000 for Retirement Security Plan Trustee Bank Services utilized by Human Resources.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	66,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-66,000	0
BALANCE		0	0	0
FUND(S): RETIREMENT SECURITY PLAN TRUST				
<p>COMMENTS: Approval of this item will ratify payment to Frost Bank in the amount of \$66,000 for FY 2014-15. The initial amount of the contract was under \$50,000; however, due to growth in the portfolio, the fees have gone over \$50,000. All costs will be paid from the Retirement Security Plan Trust.</p> <p>STRATEGIC PLAN GOAL: Ratification of payment to Frost Bank relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
See recommendation memo				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: September 1, 2015
To: Diane Palmer-Boeck, Chief Purchasing Officer
From: Andrea Cockrell, Administrative Services Manager
Subject: Retirement Security Plan Trustee Bank Payment Ratification

Contract 2014-6-C Retirement Security Plan Trustee Bank Services was administratively awarded to Frost Bank in April 2014 in the amount of \$48,338. Upon review of contract expenditures spent within the year, an overage to the awarded contract was discovered in the amount of \$17,662 resulting in a total annual amount of \$66,000. The Human Resources Department seeks to have City Council ratify the overage expenditure for FY2014/15 in the amount of \$66,000.

The initial amount of the contract was under \$50,000, however, due to the growth in the portfolio, the fees have gone over \$50,000 and therefore we ask Council to ratify the payment.



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:		September 28, 2015		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): Tammy Stuckey X 7156				
CAPTION				
To approve expenditures for the Heritage Preservation Grant Program in the total amount of \$782,358 for heritage preservation.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	800,000	800,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-782,358	-782,358
BALANCE	0	0	17,642	17,642
FUND(S): CONVENTION & TOURISM FUND				
<p>COMMENTS: Funding of Heritage Preservation Grants is included in the approved 2015-16 Budget. The total amount of \$782,358 is funded from Hotel/Motel tax revenue within the Convention & Tourism Fund.</p> <p>STRATEGIC PLAN GOAL: Providing funding to various Heritage Preservation organizations directly supports the City's Strategic Plan Goal of Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
The 2015 funding amounts and recipients were considered by City Council at the August 5, 2015 budget Work Session.				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies Heritage Commission	



Memorandum

Date: September 1, 2015

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

From: Doug McDonald, AICP, Comprehensive Planning Manager

Subject: Recommendation for Heritage Preservation Grant Awards for FY2015-16

At the FY2015-16 Budget Work Session on August 5, 2015, City Council reviewed Heritage Commission recommendations for the allocation of the 2015-16 Heritage Preservation Grants. On September 14, 2015, City Council adopted the FY2015-16 budget, which included a line item for Heritage Preservation Grants totaling \$800,000. The following agencies are recommended for Heritage Preservation Grant funding as detailed below:

Heritage Farmstead Museum	\$496,500
Plano Conservancy for Historic Preservation	\$250,358
North Texas Masonic Historical Museum and Library	\$ 35,500
Total:	\$782,358

Please let me know if you have any questions or need further clarification regarding the Heritage Preservation grants.

xc: Christina D. Day, AICP, Director of Planning



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:		9/28/15			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Earl Whitaker x7074					
CAPTION					
To approve an expenditure for irrigation central control components in the amount of \$493,080 from Interspec, LLC, for Parks and Recreation 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:	2015-16 & 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	200,000	400,000	600,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-493,080	-493,080
BALANCE		0	200,000	-93,080	106,920
FUND(s): CAPITAL RESERVE FUND					
<p>COMMENTS: Funding is available in the 2014-15 and 2015-16 Capital Reserve CIP for this item and planned for the 2016-17 CIP. The replacement and upgrade of irrigation central control equipment, in the total amount of \$493,080, will leave a total project balance of \$106,920 available for future expenditures related to this project or other Park Capital Reserve projects.</p> <p>STRATEGIC PLAN GOALS: Replacing and upgrading irrigation control equipment relates to the City's goals of a Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>					
SUMMARY OF ITEM					
<p>This purchase is deemed sole source pursuant to Chapter 252 Subchapter B Sec 252.022 of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p> <p>See recommendation memo.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation memo					



Memorandum

Date: September 09, 2015
To: Purchasing Department
From: Doug Green, Park Operations Superintendent
Subject: Award Recommendation – Irrigation Central Control Component Upgrade

Recommendation: It is the recommendation of the Parks and Recreation Department (PARD) to proceed with the purchase of replacement Irrigation Central Control (ICC) components. These specialized components are necessary to perform the initial phase of required system and infrastructure upgrades. Due to the specialized nature of this purchase, PARD recommends accepting Interspec, LLC as the sole source vendor for all matched components described within this bid. Interspec, LLC is both responsive and responsible as related to this specific work scope.

Locations: This contract will provide specialized matched replacement components for the ICC to be installed at Parks maintained properties citywide. The locations included: neighborhood parks, community parks, public buildings and athletic sites.

Contract Expenditures:

The total amount of this purchase is \$493,080.00. Due to size and scope, the expenditures will take place over 2 fiscal years and occur as follows:

•	FY 2015-16	\$328,720.00
•	FY 2016-17	\$164,360.00
	PHASE TOTAL	\$493,080.00

Requested Action: The total amount to be purchased falls within the estimated expenditure. Please begin all necessary steps for award and execution of this contract.

Justification:

Purpose – This expenditure is needed for critical component upgrades to PARD’s ICC. This is necessary to maintain ICC’s functioning capacity allowing for responsible, and responsive, irrigation water management, as well assisting in the sustaining of park maintained structures, turf and athletic fields, landscapes, and trees.

Non-Approval Implication – If denied, ICC will not maintain the capability to perform in the manner in which it was intended. The system components will become obsolete and will no longer be compatible with evolving technologies.

Cc:

Amy Fortenberry, Director of Parks and Recreation
Jim Fox, Park Services Manager
Robin Reeves, Chief Park Planner
Troy Gibbs, Irrigation Technology Supervisor



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/28/2015		
Department:		Technology Services Radio Shop		
Department Head		Carlos Oregon, Interim COI/Information Systems Director		
Agenda Coordinator (include phone #): Sharron Mason x7247				
CAPTION				
To approve expenditure for the purchase of a Motorola Radio Service Agreement from Motorola Solutions, Inc., for the City of Plano Digital Radio System in the estimated amount of \$439,450 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	535,000
Encumbered/Expended Amount		0	0	0
This Item		0	0	-439,450
BALANCE		0	0	95,550
FUND(S): TECHNOLOGY SERVICES FUND				
<p>COMMENTS: Funding is anticipated in the 2015-16 Technology Services Fund Budget for this item. The service agreement for the digital radio system, in the amount of \$439,450, will leave a balance of \$95,550 available for other maintenance agreements related to the radio system.</p> <p>STRATEGIC PLAN GOAL: Obtaining a service agreement for the radio system used by City of Plano public safety departments relates to the City's goals of a Safe Large City and a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This purchase is deemed sole source pursuant to Chapter 252 Subchapter B Sec 252.022 of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p> <p>See Recommendation Memo.</p>				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: 9/3/2015
To: Sharron Mason, Sr. Buyer
From: Ron Goldsmith, Radio Systems Manager
Subject: Sole Source Purchase Recommendation Memo (Contract No. 2015-418-X)

Technology Services Radio Shop recommends the purchase from Motorola Solutions, Inc. of a (12) month service agreement. This purchase is sole source.

This agreement allows Motorola Solutions, Inc. to monitor the digital radio system for faults and notify the on-call radio technician for repairs. This service automatically notifies the appropriate personnel and tracks their response times until successful resolution. Additionally, the agreement provides 24-hour technical support to the radio technicians. Finally, this agreement provides software patches, system infrastructure upgrades, portable and mobile repair services, patches to protect against viruses and other network vulnerabilities.

Failure to approve this contract will result in the loss of online technical support, call out case management, technician dispatching, system upgrades and tracking as well as software security updates as well as mobile and portable subscriber repairs. These services are essential to maintaining the public safety digital radio system.

Motorola Solutions, Inc. is the sole source provider of this service.

The cost of these services for 2015/2016 budget year is \$439,449.60 and funded from budget code 398.6313.



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:		9.28.15		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): Dorothy Kibler x.4357				
CAPTION				
Approval of the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$75,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia, and authorizing the City Manager or his authorized designee 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:	2015-2016	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	1,431,112
Encumbered/Expended Amount		0	0	0
This Item		0	0	-75,000
BALANCE		0	0	1,356,112
FUND(S): GENERAL FUND				
<p>COMMENTS: Funding for this Agenda Item will be included in the FY 2015-16 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$75,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Ingram Library Services in the amount of \$75,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Ingram Library Services through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo from Julie Torstad dated 8.11.15				



Memorandum

Date: August 11, 2015
To: Cathy Ziegler, Director of Libraries
From: Julie Torstad, Library Technical Services Manager
Subject: City Council Approval for Ingram

Please request City Council approval to spend approximately \$75,000 with Ingram for the purchase of various library materials including books, compact disks, and books on CD. Funds should be taken from 01-682-8441 or 01-682-6203. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Ingram. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



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:		9/28/15		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): Jeanne Argomaniz (x4208)				
CAPTION				
Approval of the purchase of various nonprint library materials including individual Playaway devices for Plano Public Library System (PPLS) in the amount of \$80,000 from Findaway World through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee 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: 2015-2016	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	1,431,112	1,431,112
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-80,000	-80,000
BALANCE	0	0	1,351,112	1,351,112
FUND(S): GENERAL FUND				
<p>COMMENTS: Funding for this Agenda Item will be included in the FY 2015-16 adopted budget to purchase nonprint library materials including individual Playaway devices. Approval of this item authorizes the City to purchase \$80,000 in nonprint library materials including individual Playaway devices. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing nonprint library materials including individual Playaway devices relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Findaway World in the amount of \$80,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library nonprint materials including the individual Playaway devices from Findaway World through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p>				
List of Supporting Documents: Memo from Julie Torstad, dated 8.11.15			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: August 11, 2015
To: Cathy Ziegler, Director of Libraries
From: Julie Torstad, Library Technical Services Manager
Subject: City Council Approval for Findaway World

Please request City Council approval to spend approximately \$80,000 with Findaway World for the purchase of various nonprint library materials including the individual Playaway devices. Funds should be taken from 01-682-8441 or 01-682-6203. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Findaway World. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



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:		9/28/15		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): Jeanne Argomaniz (x4208)				
CAPTION				
Approval of the purchase of various library materials including books, compact disks and books on CD for Plano Public Library System (PPLS) in the amount of \$110,000 from Brodart through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee 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:	2015-2016	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	1,431,112	1,431,112
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-110,000	-110,000
BALANCE	0	0	1,321,112	1,321,112
FUND(S): GENERAL FUND				
<p>COMMENTS: Funding for this Agenda Item will be included in the FY 2015-16 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$110,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Brodart in the amount of \$110,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Brodart through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo from Julie Torstad, dated 8.11.15				



Memorandum

Date: August 11, 2015
To: Cathy Ziegler, Director of Libraries
From: Julie Torstad, Library Technical Services Manager
Subject: City Council Approval for Brodart

Please request City Council approval to spend approximately \$110,000 with Brodart for the purchase of various library materials including books, compact disks, and books-on-CD. Funds should be taken from 01-682-8441 or 01-682-6203. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Brodart. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



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:		9.28.15			
Department:		Library Administration			
Department Head		Cathy Ziegler			
Agenda Coordinator (include phone #): Dorothy Kibler x4357					
CAPTION					
Approval of the purchase of various nonprint library materials including DVDs, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$300,000 from Midwest Tape through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee 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:	2015-2016	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	1,431,112	1,431,112
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-300,000	-300,000
BALANCE		0	0	1,131,112	1,131,112
FUND(S): GENERAL FUND					
COMMENTS: Funding for this Agenda Item will be included in the FY 2015-16 adopted budget to purchase various library materials including DVDs, music CDs and books on CD. Approval of this item authorizes the City to purchase \$300,000 in DVDs, music CDs and books on CD. The remaining balance of funds will be used for other multimedia and library materials.					
STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Midwest Tape in the amount of \$300,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Midwest Tape through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo from Julie Torstad, 8.11.15					



Memorandum

Date: August 11, 2015

To: Cathy Ziegler, Director of Libraries

From: Julie Torstad, Library Technical Services Manager

Subject: City Council Approval for Midwest Tape LLC

Please request City Council approval to spend approximately \$300,000 with Midwest Tape LLC for the purchase of various nonprint library materials including DVDs, compact disks, and books on CD. Funds should be taken from 01-682-8441 or 01-682-6203. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Midwest Tape LLC. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



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:		9/28/15			
Department:		Library Administration			
Department Head		Cathy Ziegler			
Agenda Coordinator (include phone #): Jeanne Argomaniz (x4208)					
CAPTION					
To approve the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$304,500 from OverDrive, Inc., a sole source provider, through City of Plano Contract No. 2014-370-X; and authorizing the City Manager or his authorized designee 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:	2015-2016	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	1,431,112	1,431,112
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-304,500	-304,500
BALANCE		0	0	1,126,612	1,126,612
FUND(S): GENERAL FUND					
<p>COMMENTS: Funding for this Agenda Item will be included in the FY 2015-16 adopted budget to purchase ebooks, music, video, and e-audio library materials for the City of Plano Public Library System. Approval of this item authorizes the City to purchase \$304,500 in ebooks, music, video and e-audio library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing downloadable contents for the Plano Public Library System relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Approval of the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$304,500 from OverDrive, Inc., a sole source provider for the OverDrive platform, which is Plano Public Library's downloadable format vendor through the City of Plano Contract No. 2014-370-X. Sole source purchases are exempt from the competitive bid process as provided in V.T.C.A., Local Government Code, Section 252.022 (a) (7).					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo from Julie Torstad, 8.11.15 OverDrive, Inc., Sole Source Letter, 8.17.15					



Memorandum

Date: August 11, 2015
To: Cathy Ziegler, Director of Libraries
From: Julie Torstad, Library Technical Services Manager
Subject: City Council Approval for OverDrive, Inc.

Please request City Council approval to spend approximately \$304,500 with OverDrive, Inc., a sole source provider of content (e-books, music, video and e-audio library materials) with Kindle functionality for the OverDrive platform, our current downloadable format vendor through the City of Plano Contract No. 2014-370-X. The funds should be taken from 01-682-8441 and 01-682-6203.



August 17, 2015

Julie Torstad
Plano Public Library System
2501 Coit Road
Plano, TX 75075

RE: OverDrive as a sole source provider

Dear Ms. Torstad:

OverDrive provides a series of services and digital content materials that enable public libraries to lend popular audiobooks, eBooks, magazines, periodicals, streaming video and other digital content via the library's website on a single platform.

Uniquely available only from OverDrive as a sole source provider, we offer a system that combines:

- A customized website service for download digital materials integrated with the library's ILS system for real-time patron authentication
- OverDrive Next Generation library platform features that provide instant access to eBook, video and audio formats, including browser-based reading with OverDrive Read, streaming access for video format, and browser-based listening with OverDrive Listen, all allowing for ease of use with no software installation or device activation required
- OverDrive APIs, available via the OverDrive Developer Portal, allow for integration of digital content with library discovery tools
- Control for the library to set digital book lending policies and manage access and usage of materials
- Download eBooks capable of operating on portable devices such as iPads, Chromebooks, Nooks, Windows Mobile, as well as all generations of Amazon Kindle (exclusive to OverDrive)
- OverDrive apps for Windows and MACs, a single integrated desktop client software application for use of download audiobooks, music and video
- Download audiobooks and music with accessibility features for the blind and visually impaired
- OverDrive MP3 Audiobooks compatible with MAC/OS, iPods and other Apple devices
- Harry Potter eBooks and digital audiobooks in several languages only available for library lending from OverDrive

As a result of the combination of the above referenced items, as well as OverDrive, Inc.'s continued innovation, library market leadership, proven success and secret processes, OverDrive, Inc. is the sole vendor to offer these unique services and sought after materials. Please do not hesitate to contact me for further information.

Very truly yours,

Steve Potash, CEO
OverDrive, Inc.
spotash@overdrive.com
(216) 573-6886 ext. 201

World Headquarters | One OverDrive Way | Cleveland, Ohio 44125 USA
P +1.216.573.6886 | F +1.216.573.6888 | www.overdrive.com





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:		9/28/15			
Department:		Library Administration			
Department Head		Cathy Ziegler			
Agenda Coordinator (include phone #): Jeanne Argomaniz (x4208)					
CAPTION					
Approval of the purchase of library materials including books, compact disks, and books-on-CD for Plano Public Library System (PPLS) in the amount of \$550,000 from Baker & Taylor through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee 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:	2015-2016	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	1,431,112	1,431,112
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-550,000	-550,000
BALANCE		0	0	881,112	881,112
FUND(S): GENERAL FUND					
<p>COMMENTS: Funding for this Agenda Item will be included in the FY 2015-16 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$550,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Baker & Taylor in the amount of \$550,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Baker & Taylor through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo from Julie Torstad, dated 8.11.15					



Memorandum

Date: August 11, 2015
To: Cathy Ziegler, Director of Libraries
From: Julie Torstad, Library Technical Services Manager
Subject: City Council Approval for Baker & Taylor

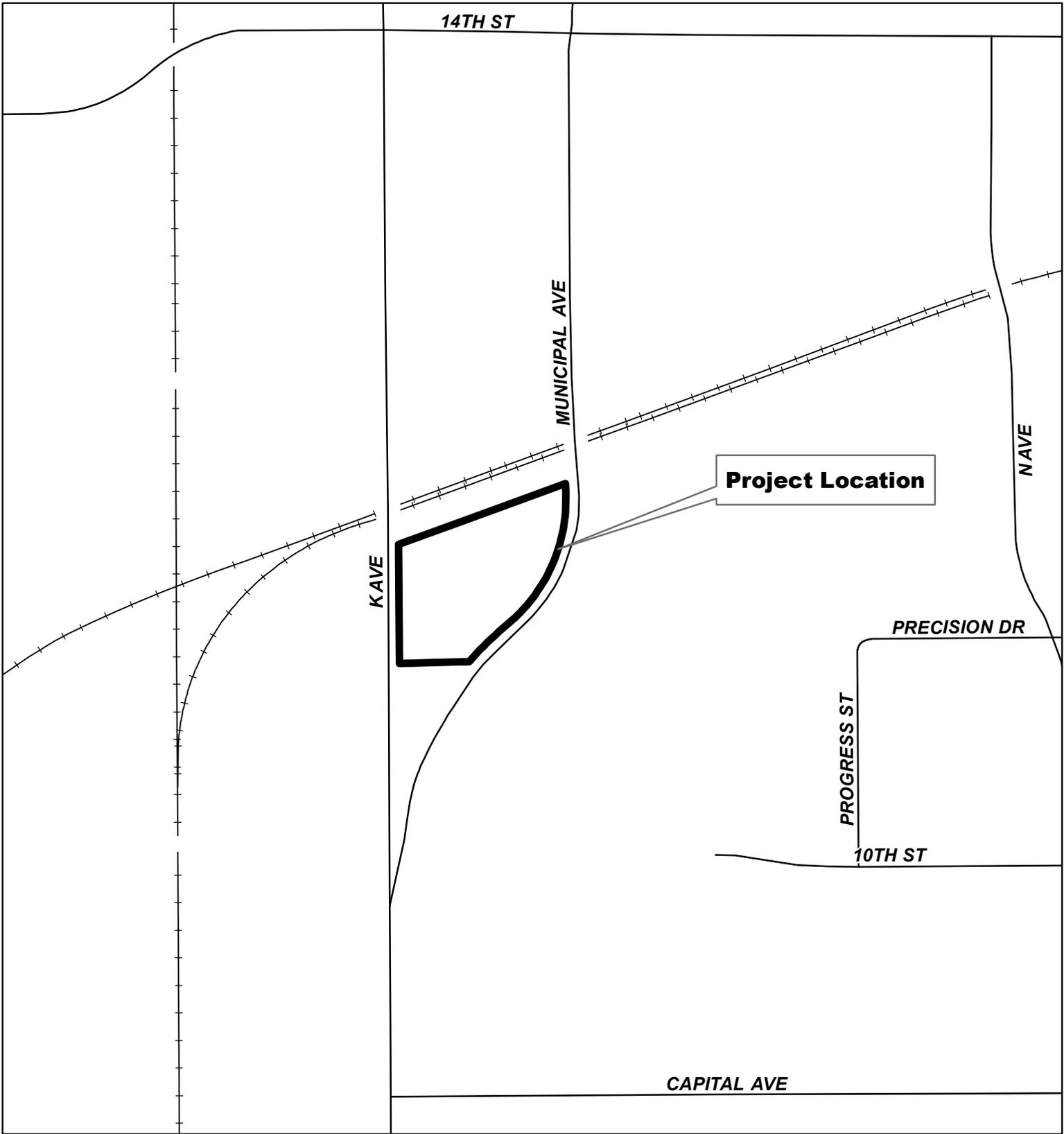
Please request City Council approval to spend approximately \$550,000 with Baker & Taylor for the purchase of various library materials including books, compact disks, and books-on-CD. Funds should be taken from 01-682-8441 or 01-682-6203. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Baker & Taylor. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

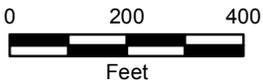


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/28/15			
Department:		Engineering			
Department Head:		Jack Carr			
Agenda Coordinator (include phone #): Kathleen Schonne (7198)					
CAPTION					
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Advance Funding Agreement by and between the City of Plano, Texas, and the State of Texas, acting by and through the Texas Department of Transportation for a project using funds held in the State Highway 161 Subaccount; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	916,000	0	916,000
BALANCE		0	916,000	0	916,000
FUND(S): CAPITAL RESERVE FUND					
COMMENTS: This agreement was anticipated in the 2014-15 Capital Reserve Fund Re-Estimate Budget and will reimburse the City of Plano for expenditures related to the 12 th Street Station on Cotton Belt Railway. STRATEGIC PLAN GOAL: Entering into an agreement with the Texas Department of Transportation to receive reimbursement for City of Plano expenditures relates to the City's goals of Partnering for Community Benefit and Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
The attached Resolution authorizes the City Manager to execute an Advance Funding Agreement with TxDOT to provide funding from the SH 161 Subaccount for the purchase of right of way at 12 th Street Station on Cotton Belt Railway. This agreement provides that the City of Plano will be reimbursed \$916,000 for the cost of the property.					
https://www.google.com/maps/@33.0159421,-96.6970226,18z					
List of Supporting Documents: Location Map, Resolution, Exhibit "A"			Other Departments, Boards, Commissions or Agencies N/A		

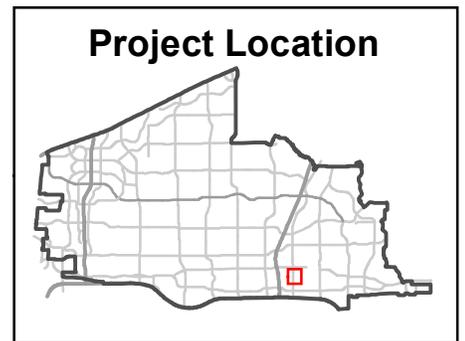


georgetau.c:\Projects\Engineering\Locator\Maps\09-09-2015_12TH_STR STATION\12th Street Station.mxd



City of Plano GIS Division
September, 2015

12th Street Station on Cotton Belt Railway



A Resolution of the City of Plano, Texas, approving the terms and conditions of an Advance Funding Agreement by and between the City of Plano, Texas and the State of Texas, acting by and through the Texas Department of Transportation for a Project Using Funds Held in the State Highway 161 Subaccount, 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 Advance Funding Agreement by and between City of Plano and the State of Texas, acting by and through the Texas Department of Transportation for a Project Using Funds Held in the State Highway 161 Subaccount, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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 from and after its passage.

DULY PASSED AND APPROVED on this the 28th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CSJ: 0918-24-218
Project: Right of Way Purchase
Limits: At 12th Street Station on Cotton Belt Railway
District: 18 - Dallas
Code Chart: 33100
Funding Category: RTR (SH 161 Subaccount)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A PROJECT USING FUNDS HELD IN THE
STATE HIGHWAY 161 SUBACCOUNT**

Right of Way Acquisition

(Off System)

THIS AGREEMENT (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), and the City of Plano (Local Government), collectively, the “Parties.”

WITNESSETH

WHEREAS, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 161 toll project from IH 20 to SH 183 in Dallas County (“SH 161 payments”); and

WHEREAS, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 161 Subaccount), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

WHEREAS, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the “Commission”) approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

WHEREAS, the Local Government has requested money from the SH 161 Subaccount for the purchase of right of way at 12th Street Station on Cotton Belt Railway in the City of Plano (CSJ 0918-24-218); the RTC has selected the Project to be funded from the SH 161 Subaccount; and the Commission concurred in the selection and, authorized the expenditure of money in Minute Order 114331 dated July 30, 2015; and

WHEREAS, the Local Government is a political subdivision and governmental entity by statutory definition; and

CSJ: 0918-24-218
Project: Right of Way Purchase
Limits: At 12th Street Station on Cotton Belt Railway
District: 18 - Dallas
Code Chart: 33100
Funding Category: RTR (SH 161 Subaccount)

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

WHEREAS, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 161 Subaccount.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding

The State will pay money to the Local Government from the SH 161 Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 28 of the Texas Department of Transportation bill pattern in Senate Bill 1, 83rd Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 161 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2014 Fiscal Year began September 1, 2013).

Article 3. Separate Account; Interest

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local Government's use of interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

Article 4. Shortfalls in Funding

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government

CSJ: 0918-24-218
Project: Right of Way Purchase
Limits: At 12th Street Station on Cotton Belt Railway
District: 18 - Dallas
Code Chart: 33100
Funding Category: RTR (SH 161 Subaccount)

may make further request to the RTC and the State for additional funds from the SH 161 Subaccount. Funds may be increased only through an amendment of this Agreement. If the SH 161 Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

Article 5. Return of Project Funding

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at project end, or upon termination of this Agreement, excess SH 161 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

Article 6. Local Match – Not Applicable to this Agreement

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 161 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 161 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities

Article 7. Procurement and Contracting Process

The State may review the Local Government's procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The Local Government shall maintain a copy of the certification in the project files.

Article 8. Design Standards and Construction Specifications

The Local Government shall implement the Project using the Local Government's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

CSJ: 0918-24-218
Project: Right of Way Purchase
Limits: At 12th Street Station on Cotton Belt Railway
District: 18 - Dallas
Code Chart: 33100
Funding Category: RTR (SH 161 Subaccount)

Article 9. Right of Way

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

Article 10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities.

Article 11. Compliance with Laws, Environmental Review and Public Involvement

Each Party shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. As provided in 43 TAC 2.3(b)(1)(A), the State's environmental review requirements do not apply to the Project because the State is funding the Project solely with money held in a project subaccount created under Transportation Code, Section 228.012. However, the Local Government shall ensure that the project complies with all environmental review and public involvement requirements applicable to the Local Government under State and federal law in connection with the Project. The Local Government shall obtain the opinion of legal counsel showing the Local Government's environmental review and public involvement for the Project complies with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

Article 12. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that the plans for and the construction of the Project is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

Article 13. Work Outside the Project Site

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

CSJ: 0918-24-218

Project: Right of Way Purchase

Limits: At 12th Street Station on Cotton Belt Railway

District: 18 - Dallas

Code Chart: 33100

Funding Category: RTR (SH 161 Subaccount)

Article 14. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 15. Audit

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

Article 16. Maintenance

The Local Government shall be responsible for maintenance of the Project.

Article 17. Responsibilities of the Parties

- a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.
- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.

CSJ: 0918-24-218
Project: Right of Way Purchase
Limits: At 12th Street Station on Cotton Belt Railway
District: 18 - Dallas
Code Chart: 33100
Funding Category: RTR (SH 161 Subaccount)

Article 18. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Plano Attention: City Manager P.O. Box 860358 Plano, Texas 75086	Texas Department of Transportation Attention: Director of Contract Services 125 East 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. Right of Access

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

Article 20. Project Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 21. Inspection of Books and Records

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from

CSJ: 0918-24-218
Project: Right of Way Purchase
Limits: At 12th Street Station on Cotton Belt Railway
District: 18 - Dallas
Code Chart: 33100
Funding Category: RTR (SH 161 Subaccount)

the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 22. NCTCOG

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by project phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 161 Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG and the Local Government.

Article 23. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 24. Amendments

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

Article 25. Termination

The Agreement may be terminated in the following manner:

- a. By mutual written agreement and consent of both parties;
- b. By either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;

CSJ: 0918-24-218

Project: Right of Way Purchase

Limits: At 12th Street Station on Cotton Belt Railway

District: 18 - Dallas

Code Chart: 33100

Funding Category: RTR (SH 161 Subaccount)

- c. By the State if the Local Government does not let the construction contract for the Project within one year after the State first provides SH 161 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
- d. By the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement.

Article 26. Work by Debarred Person

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

Article 27. Sole Agreement

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Article 28. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

Article 29. Remedies

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

Article 30. Legal Construction

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

Article 31. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

CSJ: 0918-24-218
Project: Right of Way Purchase
Limits: At 12th Street Station on Cotton Belt Railway
District: 18 - Dallas
Code Chart: 33100
Funding Category: RTR (SH 161 Subaccount)

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this Agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date: _____

THE LOCAL GOVERNMENT – CITY OF PLANO

By: _____
Bruce D. Glasscock
City Manager

Date: _____

CSJ: 0918-24-218
Project: Right of Way Purchase
Limits: At 12th Street Station on Cotton Belt Railway
District: 18 - Dallas
Code Chart: 33100
Funding Category: RTR (SH 161 Subaccount)

ATTACHMENT A

Payment Provisions and Work Responsibilities

For CSJ# 0918-24-218, the State will pay \$916,000 from the SH 161 Subaccount for the purchase of right of way at 12th Street Station on Cotton Belt Railway in the City of Plano.

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work in the following Fiscal Years:

PROJECT COST				
Description	Fiscal Year	Total Estimate Cost	Regional Toll Revenue (RTR) SH 161 Subaccount Funds Participation	Local Government Participation
Right of Way	2015	\$916,000	\$916,000	\$0
TOTAL		\$916,000	\$916,000	\$0

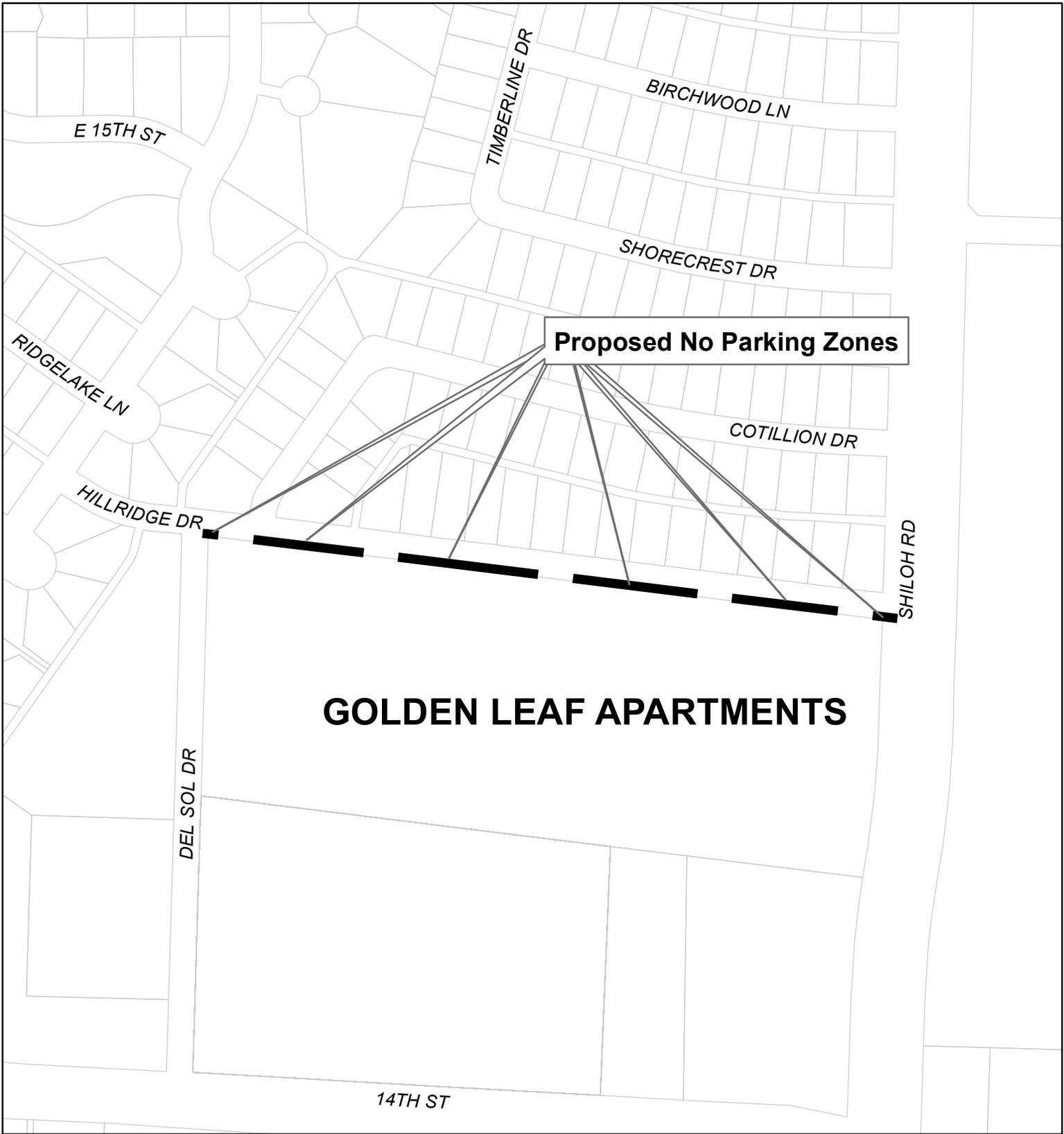
The Local Government required match is **Not Applicable to this Agreement.**

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

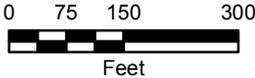
CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/28/15			
Department:		Engineering			
Department Head		Jack Carr			
Agenda Coordinator (include phone #):		Kathleen Schonne X-7198			
CAPTION					
<p>An Ordinance of the City of Plano, Texas amending Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Hillridge Drive, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15	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 may generate additional revenue received from parking fines; however, at this time the additional parking fines to be collected is undeterminable and expected to be minimal.</p> <p>STRATEGIC PLAN GOAL: Amending the Code of Ordinances relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>					
SUMMARY OF ITEM					
<p>Hillridge Drive is a 26 ft. wide residential street that runs between Ridgewood Drive and Shiloh Road. In the block between Shiloh Road and Del Sol Drive, the street has single family homes on the north side and an apartment complex on the south side. It is common for both residents and apartment tenants to park on Hillridge Drive leaving only an approximate 10-ft. lane down the middle of the street for two-way traffic. When vehicles traveling in opposite directions meet in this 10-ft. lane, one must yield, either by moving to the side or, if not possible, by backing up. A staff committee comprised of Engineering, Police, Fire, and Neighborhood Services representatives recommend to mitigate this situation by restricting parking on the apartment side of the street to only three parking spaces per curb face between each set of driveways. This will allow 15 parking spaces on the south side of the street while allowing sufficient space for opposing traffic to pass. Staff recommends adopting the attached ordinance that would restrict parking on the south side of Hillridge Drive to a total of 15 parking spaces.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map			N/A		
Ordinance					



GOLDEN LEAF APARTMENTS

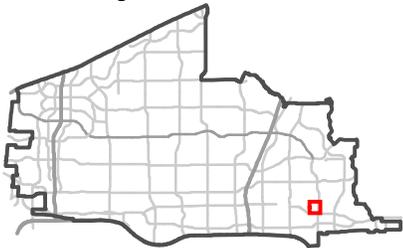
Proposed No Parking Zones

**Hillridge Drive Southside
Proposed On-Street Parking
Between Del Sol Drive
and Shiloh Road**



City of Plano GIS Division
September, 2015

Project Location



An Ordinance of the City of Plano, Texas amending Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Hillridge Drive, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, Hillridge Drive is a twenty-six foot wide east-west residential street serving an apartment complex on the south side and single family residences on the north side; and

WHEREAS, at various times of the day on-street parking by apartment tenants and residents results in the street having only one lane available for two-way traffic operations; and

WHEREAS, these one lane sections of street can be quite lengthy resulting in one vehicle in an opposing pair of vehicles having to back down the street for some distance in order to find a section of street wide enough for the opposing vehicle to pass; and

WHEREAS, this type of street operation has the potential for impeding access of emergency vehicles; and

WHEREAS, the City Council of the City of Plano finds it necessary to prohibit parking of motor vehicles along and upon certain sections of Hillridge Drive within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along the sections of Hillridge Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsection entitled and to read as follows:

“Hillridge Drive:

- (1) Along the south side of Hillridge Drive from its intersection with Del Sol Drive to a point thirty (30) feet east of its intersection with Del Sol Drive.
- (2) Along the south side of Hillridge Drive from a point ninety-six (96) feet east of its intersection with Del Sol Drive to a point three hundred six (306) feet east of its intersection with Del Sol Drive.
- (3) Along the south side of Hillridge Drive from a point three hundred seventy-two (372) feet east of its intersection with Del Sol Drive to a point six hundred thirty-four (634) feet east of its intersection with Del Sol Drive.
- (4) Along the south side of Hillridge Drive from a point seven hundred (700) feet east of its intersection with Del Sol Drive to a point nine hundred thirty-four (934) feet east of its intersection with Del Sol Drive.
- (5) Along the south side of Hillridge Drive from a point one thousand (1,000) feet east of its intersection with Del Sol Drive to a point one hundred fourteen (114) feet west of its intersection with Shiloh Road.
- (6) Along the south side of Hillridge Drive from a point forty-eight (48) feet west of its intersection with Shiloh Road to its intersection with Shiloh Road.”

Section III. The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs at each approach to the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in this area.

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

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

Section VI. Any violation of the provisions or terms of this Ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine not to exceed two hundred dollars (\$200.00) for each offense. Every day a violation continues shall constitute a separate offense.

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

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

DULY PASSED AND APPROVED this the 28th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

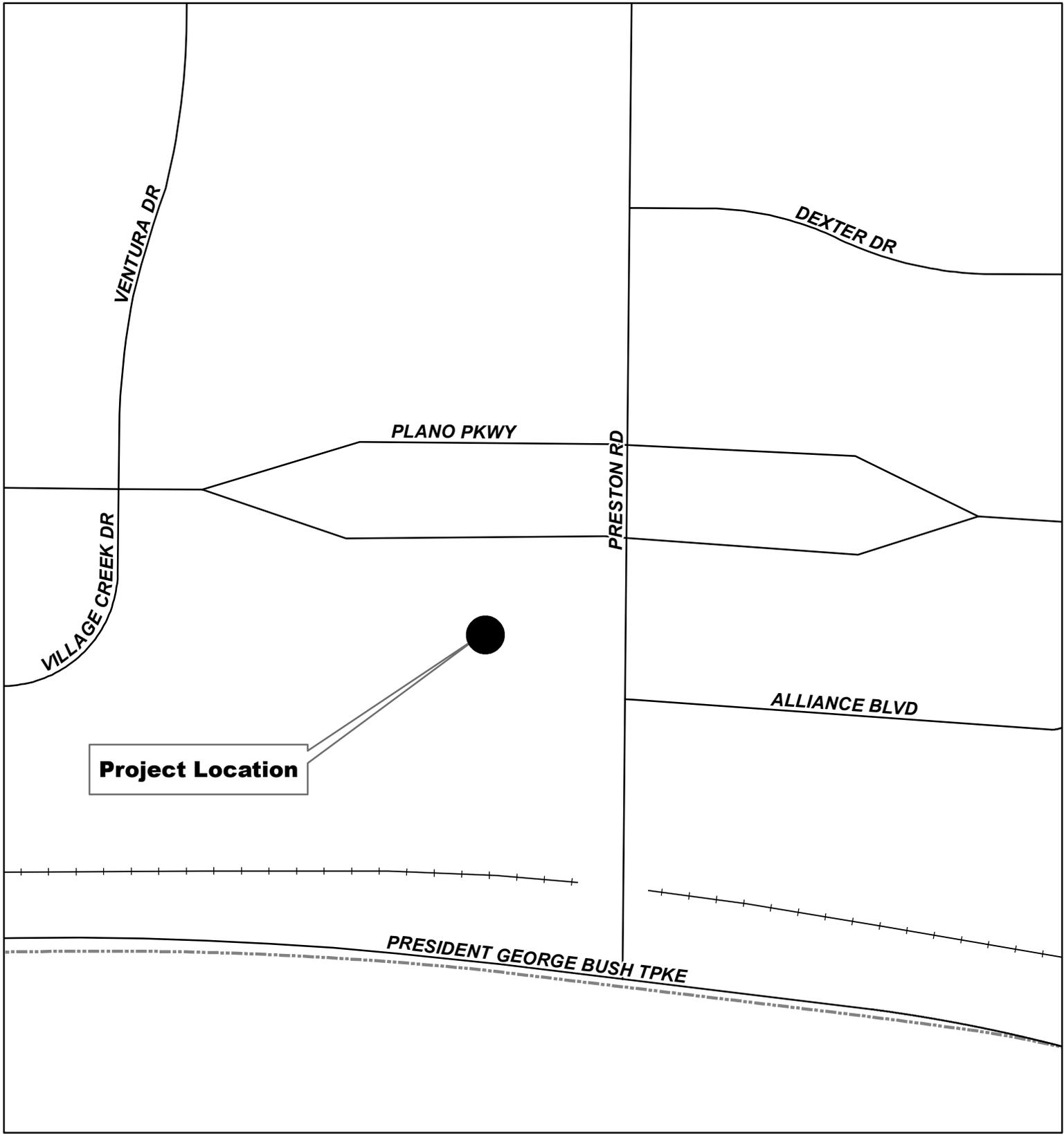
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

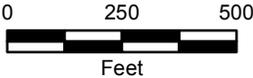


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:	9/28/15			
Department:	Engineering			
Department Head	Jack Carr			
Project	Park Place (Broadstone) #6578			
Agenda Coordinator (include phone #):	Kathleen Schonke X-7198			
CAPTION				
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a certain tract of land described as a Combination Fire Lane and Access Easement, recorded in Volume 3033, Page 317, and a Combination Fire Lane, Access, and Utility Easement, recorded in Volume 3310, Page 680, Deed Records of Collin County, Texas, being part of a tract of land as described in deed to Car Park PL TX, LLC as recorded under Instrument No. 20110228000213250 of the Deed Records of Collin County, Texas also being a part of Lot 1R, Block 1, of Park Place Addition Replat, as recorded in Volume 2008, Page 572, Plat Records of Collin County, Texas, and being situated in the Lewis Wetsel Survey, Abstract No. 971, which is located within the city limits of Plano, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, CAR PARK PL TX LLC, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to this easement relates to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.				
SUMMARY OF ITEM				
<p>The existing access drive/fire lane was relocated with the redevelopment of the property in 1991. The location described in the easement is no longer applicable to the existing access drive/fire lane location.</p> <p>https://www.google.com/maps/place/1025+Preston+Rd,+Plano,+TX+75093/@33.0154164,-96.7968999,18z/data=!3m1!1e3!4m2!3m1!1s0x864c23b233b50df1:0xf69e1375952e00f8</p>				
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies			
Location Map	N/A			
Ordinance				
Petition for Abandonment				



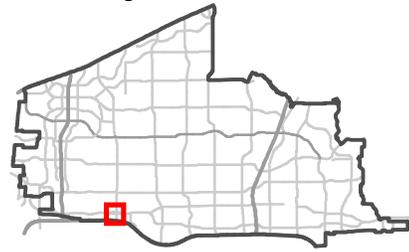
Project Location



City of Plano GIS Division
September, 2015

**Broadstone Park Place
Project No. 6578**

Project Location



An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a certain tract of land described as a Combination Fire Lane and Access Easement, recorded in Volume 3033, Page 317, and a Combination Fire Lane, Access, and Utility Easement, recorded in Volume 3310, Page 680, Deed Records of Collin County, Texas, being part of a tract of land as described in deed to Car Park PL TX, LLC as recorded under Instrument No. 20110228000213250 of the Deed Records of Collin County, Texas also being a part of Lot 1R, Block 1, of Park Place Addition Replat, as recorded in Volume 2008, Page 572, Plat Records of Collin County, Texas, and being situated in the Lewis Wetsel Survey, Abstract No. 971, which is located within the city limits of Plano, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, CAR PARK PL TX LLC, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a Combination Fire Lane and Access Easement, recorded in Volume 3033, Page 317, and a Combination Fire Lane, Access, and Utility Easement, recorded in Volume 3310, Page 680, of the Deed Records of Collin County, Texas, being part of a tract of land as described in deed to Car Park PL TX, LLC as recorded under Instrument No. 20110228000213250 of the Deed Records of Collin County, Texas also being a part of Lot 1R, Block 1, of Park Place Addition Replat, as recorded in Volume 2008, Page 572, Plat Records of Collin County, Texas, (hereinafter called "Easement"), which is located within the city limits of Plano, Texas; and

WHEREAS, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" and made a part hereof by reference; and

WHEREAS, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the owner of the property underlying the easement, and has advised that the Easement should be abandoned;

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

Section I. All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the owner of the property underlying the Easement in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager or his authorized designee is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easement.

Section III. The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

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

DULY PASSED AND APPROVED this the 28th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT "B"

PETITION FOR ABANDONMENT [For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting Variable Width Fire Lane & Access Easement (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:
The existing access drive/fire lane was re-located with re-development of the property in 1991. The location described in the easement is no long applicable.

2. The following public interest will be served as a result of the abandonment:
The Easement is no longer applicable to the existing access drive/fire lane location.

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. If the Owners are providing a replacement easement for the ~~Easement requested~~ to be abandoned herein, Owners will ~~attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as Exhibit "B-1".~~
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.
6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable**

and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

The Easement is located on property with one ownership.

8. Owners shall also prepare a map or drawing showing the ~~Easement to be abandoned along with a designation of all abutting property owners.~~ This map or drawing shall be attached hereto and incorporated herein as Exhibit "C-1".
9. Owners shall also prepare a separate field note description for ~~each portion of the Easement to be released to each abutting property owner.~~ This description shall be attached hereto and incorporated herein as Exhibit "D-1".

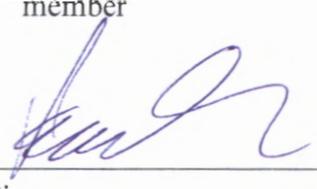
[Remainder of page blank]

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

CAR PARK PL TX L.L.C., a Delaware limited liability company

By: EP Holding Company LLC, its managing member

By: Manageco OP LP LLC, its managing member

By:  _____

Name:

Title:

Paul McEvoy
Vice President

Contact Person for Property Owners:

Name: Jennifer Haynes, Cates-Clark & Associates, LLP
Phone No: (972) 385-2272

LOT 2R, BLOCK 1
PARK PLACE ADDITION
VOL. 2006, PG. 571
P.R.C.C.T.

Exhibit "A-1"

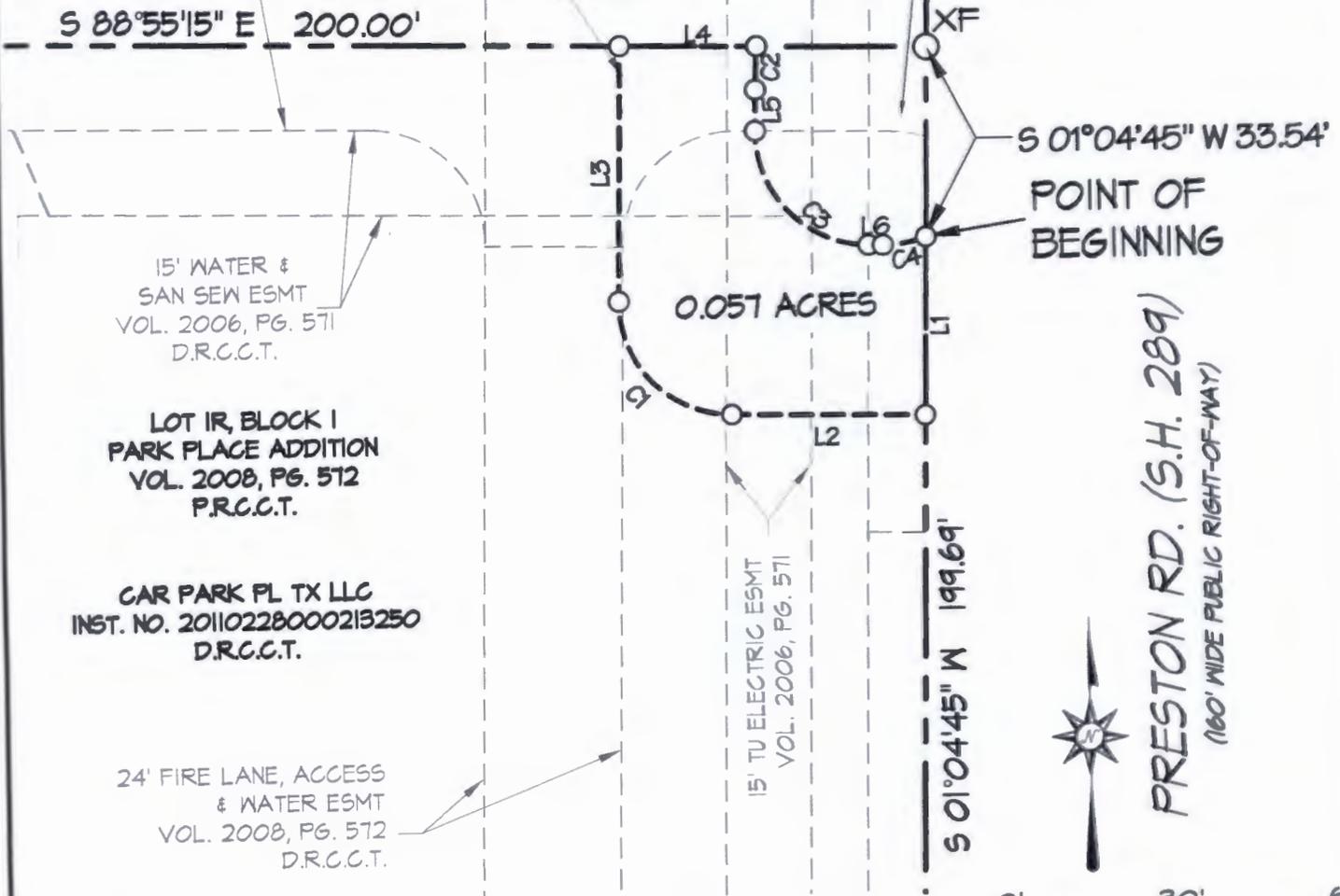
CCP 1101 PRESTON LP
INST. NO. 201306 7000837770
D.R.C.C.T.

24' FIRE LANE
& UTILITY ESMT
VOL. 2008, PG. 572
D.R.C.C.T.

VARIABLE WIDTH FIRE
LANE & ACCESS ESMT
VOL. 3033, PG. 317
D.R.C.C.T.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 01°04'45" W	31.46'
L2	N 88°55'15" W	34.00'
L3	N 01°04'45" E	48.00'
L4	S 88°55'15" E	24.20'
L5	S 01°04'45" W	7.50'
L6	S 88°55'15" E	2.50'



15' WATER &
SAN SEW ESMT
VOL. 2006, PG. 571
D.R.C.C.T.

LOT 1R, BLOCK 1
PARK PLACE ADDITION
VOL. 2008, PG. 572
P.R.C.C.T.

CAR PARK PL TX LLC
INST. NO. 20110228000213250
D.R.C.C.T.

24' FIRE LANE, ACCESS
& WATER ESMT
VOL. 2008, PG. 572
D.R.C.C.T.

15' TU ELECTRIC ESMT
VOL. 2006, PG. 571

10x70' WATER ESMT
VOL. 3033, PG. 310

S 01°04'45" W 33.54'
POINT OF BEGINNING

PRESTON RD. (S.H. 289)
(160' WIDE PUBLIC RIGHT-OF-WAY)

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	31.42'	28.29'	N 43°54'54" W	90°00'42"
C2	150.00'	7.71'	7.71'	S 02°33'00" W	2°56'43"
C3	20.00'	31.42'	28.28'	S 43°55'15" E	90°00'00"
C4	20.00'	7.69'	7.64'	N 80°04'12" E	22°01'06"

SHEET 1 OF 2

© COPYRIGHT 2015

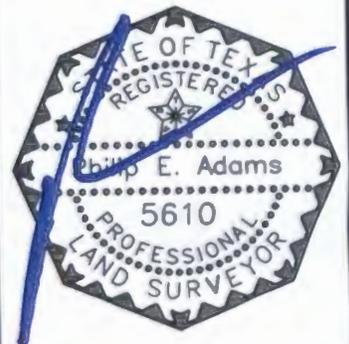
Adams
surveying company, LLC

COMBINATION FIRE LANE AND
ACCESS EASEMENT ABANDONMENT

LOT 1R, BLOCK 1

PARK PLACE ADDITION

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
BH	PA	1" = 30'	5/21/2015	15034



Fire Lane and Access Easement Abandonment
 Lot 1R, Block 1
 Park Place Addition
 City of Plano, Collin County, Texas

BEING a tract of land situated in the Lewis Wetzel Survey, Abstract No. 971, City of Plano, Collin County, Texas, and being all of that tract of land as described in Combination Fire Lane and Access Easement recorded under Volume 3033, Page 317, Deed Records, Collin County, Texas, being part of a tract of land as described in deed to Car Park PL TX, LLC as recorded under Instrument No. 20110228000213250 of the Deed Records, Collin County, Texas, also being a part of Lot 1R, Block 1, of Park Place Addition Replat, as recorded in Volume 2008, Page 572, Plat Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNINGS at a point for corner which bears South 01°04'45" West a distance of 33.54 feet from an "X" cut found for the Southerly Northeast corner of said Lot 1R, Block 1 of said Park Place Addition Replat, also being the Southeast corner of Lot 2R, Block 1 of said Park Place Addition Replat, said point also being in the West line of Preston Road, a 160 foot wide right-of-way;

THENCE South 01°04'45" West a distance of 31.46 feet to a point for corner;

THENCE North 88°55'15" West a distance of 34.00 feet to a point for corner at the beginning of a curve to the right whose chord bears North 43°54'54" West, 28.29 feet;

THENCE in a Northwesterly direction along said curve to the right having a central angle of 90°00'42", a radius of 20.00 feet, and an arc length of 31.42 feet to a point for corner;

THENCE North 01°04'45" East a distance of 45.00 feet to a point for corner;

THENCE South 88°55'15" East a distance of 24.20 feet to a point for corner at the beginning of a curve to the left whose chord bears South 02°33'00" West, 7.71 feet;

THENCE in a Southerly direction along said curve to the left having a central angle of 02°56'43", a radius of 150.00 feet, and an arc length of 7.71 feet to a point for corner;

THENCE South 01°04'45" West a distance of 7.30 feet to a point for corner at the beginning of a curve to the left whose chord bears South 43°55'15" East, 28.28 feet;

THENCE in a Southeasterly direction along said curve to the left having a central angle of 90°00'00", a radius of 20.00 feet, and an arc length of 31.42 feet to a point for corner;

THENCE South 88°55'15" East a distance of 2.50 feet to a point for corner at the beginning of a curve to the left whose chord bears North 80°04'12" East, 7.64 feet;

THENCE in an Easterly direction along said curve to the left having a central angle of 22°01'06", a radius of 20.00 feet, and an arc length of 7.69 feet to the POINT OF BEGINNING and containing 0.057 acres of land, more or less.

SHEET 2 OF 2

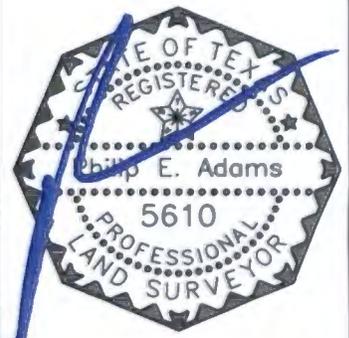
© COPYRIGHT 2015



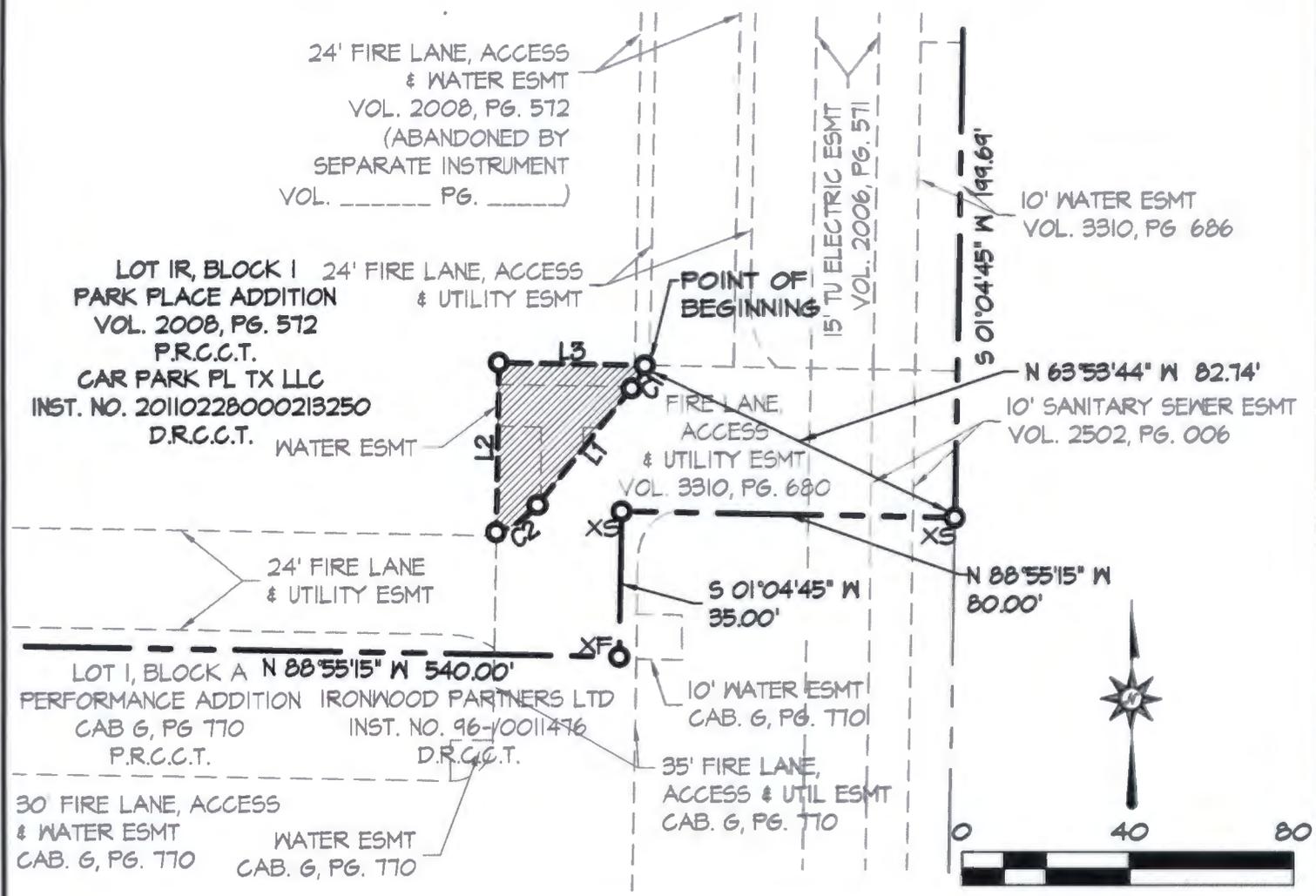
COMBINATION FIRE LANE AND
ACCESS EASEMENT ABANDONMENT

LOT 1R, BLOCK 1

PARK PLACE ADDITION



DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
BH	PA	1" = 30'	5/21/2015	15034



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 39°11'08" W	35.88'
L2	N 01°00'39" E	40.60'
L3	S 88°55'15" E	35.08'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	6.44'	6.41'	S 29°58'02" W	18°26'11"
C2	20.00'	12.08'	11.89'	S 56°29'05" W	34°35'54"

SHEET 1 OF 2

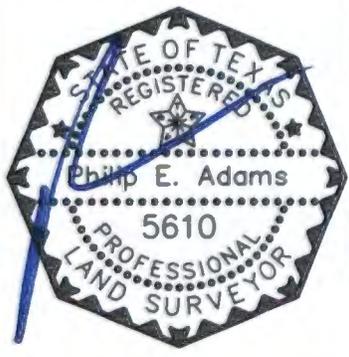
© COPYRIGHT 2015



COMBINATION FIRE LANE, ACCESS, AND UTILITY EASEMENT ABANDONMENT

LOT IR, BLOCK I

PARK PLACE ADDITON



DRAWN BY:	CHECKED BY:	SCALE:	DATE:	JOB NO.:
HH	PA	1"=40'	6/10/15	15034

Fire Lane, Access, and Utility Easement Abandonment
 Lot IR, Block I
 Park Place Addition
 City of Plano, Collin County, Texas

BEING a tract of land situated in the Lewis Wetzel Survey, Abstract No. 971, City of Plano, Collin County, Texas, and being a portion of that tract of land as described in Combination Fire Lane, Access, and Utility Easement recorded under Volume 3310, Page 680, Deed Records, Collin County, Texas, being part of a tract of land as described in deed to Car Park PL TX, LLC as recorded under Instrument No. 20110228000213250 of the Deed Records, Collin County, Texas, also being a part of Lot IR, Block I, of Park Place Addition Replat, as recorded in Volume 2008, Page 572, Plat Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner which bears North 63°53'44" West a distance of 82.74 feet from an "X" cut set for the Easterly Southeast corner of said Lot IR, Block I of said Park Place Addition Replat, also being the Northeast corner of Lot I, Block A, Performance Addition, as recorded in Cabinet 6, Page 770, Plat Records, Collin County, Texas, said point also being in the West line of Preston Road, a 160 foot wide right-of-way, and being at the beginning of a curve to the right whose chord bears South 29°58'02" West, 6.41:

THENCE in a Southerly direction along said curve to the right having a central angle of 18°26'11", a radius of 20.00 feet, and an arc length of 6.44 feet to a point for corner;

THENCE South 39°11'08" West a distance of 35.88 feet to a point for corner at the beginning of a curve to the right whose chord bears South 56°29'05" West, 11.89 feet;

THENCE in a Southerly direction along said curve to the right having a central angle of 34°35'54", a radius of 20.00 feet, and an arc length of 12.08 feet to a point for corner;

THENCE North 01°00'39" East along said Combination Fire Lane, Access, and Utility Easement a distance of 40.60 feet to a point for corner;

THENCE South 88°55'15" East along said Combination Fire Lane, Access, and Utility Easement a distance of 35.08 feet to the POINT OF BEGINNING and containing 0.019 acres, or 819.1 square feet of land, more or less.

SHEET 2 OF 2

© COPYRIGHT 2013

Adams
 surveying company, llc

COMBINATION FIRE LANE, ACCESS, AND
 UTILITY EASEMENT ABANDONMENT

LOT IR, BLOCK I

PARK PLACE ADDITON

DRAWN BY:	CHECKED BY:	SCALE	DATE:	JOB NO.
HH	PA	1"=40'	6/10/13	15034





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		09/28/2015			
Department:		City Secretary			
Department Head		Lisa C. Henderson			
Agenda Coordinator (include phone #): Sharon Kotwitz X7120					
CAPTION					
An Ordinance of the City of Plano, Texas, adopting and enacting Supplement Number 112 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-2015	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(s): NA					
COMMENTS: This item has no fiscal impact.					
STRATEGIC PLAN GOAL: Adoption of the Quarterly Code Supplement relates to the City's goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Adoption of this ordinance enables this supplement to be admissible in court.					
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies		

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 112 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

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

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

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 112; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 112 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 112 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 28th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, 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:		9/28/15		
Department:		Legal		
Department Head		Paige Mims		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
An Ordinance of the City of Plano, Texas repealing Ordinance No. 92-6-17 codified as Article XVI, Self-Sufficiency Committee, of Chapter 2, Administration, of the Plano Code of Ordinances; 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: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Repealing Article XVI relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
An Ordinance repealing Article XVI of Chapter 2 of the Plano Code of Ordinances, dissolving the Self-Sufficiency Committee and moving the functions to a committee of the Plano Housing Authority pursuant to Title 24, Code of Federal Regulations, Chapter IX, Section 984.202(a).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas repealing Ordinance No. 92-6-17 codified as Article XVI, Self-Sufficiency Committee, of Chapter 2, Administration, of the Plano Code of Ordinances; and providing an effective date.

WHEREAS, the City Council established the Self-Sufficiency Committee by Ordinance No. 92-6-17, passed on June 22, 1992, and codified as Article XVI, Self-Sufficiency Committee of Chapter 2, Administration, of the Plano Code of Ordinances; and

WHEREAS, the City Council finds that the Self-Sufficiency Committee should be dissolved and the program will be best served by a committee of the Plano Housing Authority pursuant to Title 24, Code of Federal Regulations, Chapter IX, Section 984.202(a).

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

Section I. The City Council hereby repeals Ordinance No. 92-6-17 codified as Article XVI, Self-Sufficiency Committee, of Chapter 2, Administration, of the Plano Code of Ordinances.

Section II. This Ordinance shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 28th day of September, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, 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:		9/28/15			
Department:		City Secretary			
Department Head		Lisa C. Henderson			
Agenda Coordinator (include phone #): Alice D.Snyder, Ext. 7515					
CAPTION					
A Resolution of the City of Plano, Texas, nominating an individual for election to the Collin County Central Appraisal District Board of Directors; 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:	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): N/A					
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Nominating a candidate for the Collin County Central Appraisal District Board of Directors relates to the City's goal of Partnering for Community Benefit.					
SUMMARY OF ITEM					
Nomination for election to the Collin County Central Appraisal District Board of Directors.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution					

A Resolution of the City of Plano, Texas, nominating an individual for election to the Collin County Central Appraisal District Board of Directors; and providing an effective date.

WHEREAS, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Collin County Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, each voting unit may nominate from one to five candidates in an open meeting for the position of member on the Collin County Central Appraisal District Board of Directors; and

WHEREAS, the City Council desires to nominate _____ to be placed on the ballot for election to the Collin County Central Appraisal District Board of Directors;

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

Section I. The City Council of the City of Plano, Texas, nominates the following person to be placed on the ballot for election to the Collin County Central Appraisal District Board of Directors:

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

DULY PASSED AND APPROVED this the 28th day of September, 2015.

Harry LaRosiliere, MAYOR

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY