



**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:		3/09/11		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey -- 7156				
CAPTION				
An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Allen, Texas; authorizing the City Manager, or his authorized designee, to execute the agreement on behalf of the City of Plano; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	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: The boundary adjustment will have no fiscal impact at this time. This item will adjust a 1,490 square foot strip of right-of-way jurisdiction from the City of Plano to the City of Allen. STRATEGIC PLAN GOAL: Boundary adjustments for the jurisdiction of right-of-way responsibility relate to the City's Goal of Financially Strong city with Service Excellence.				
SUMMARY OF ITEM				
Please see attached memo.				
List of Supporting Documents: Memo from Staff Ordinance Boundary Agreement			Other Departments, Boards, Commissions or Agencies	

February 25, 2011

MEMO

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

FROM: Phyllis M. Jarrell, Director of Planning

SUBJECT: Boundary Adjustment with City of Allen

Recently Plano and Allen partnered to construct the extension of the northern half of Chaparral Road to Cottonwood Creek, a project managed by the City of Allen. The alignment of the new section of the roadway necessitates adjustments to the city limit boundary between the two cities to allow Allen to have jurisdiction over the Chaparral Road right-of-way. The attached boundary adjustment accomplishes this; however, it does leave two privately owned properties north of the new roadway still within Plano's boundaries.

In 2000, Plano and Allen entered into a boundary adjustment agreement that affected the mutual city limits along several shared roadways. The 2000 agreement indicated that Plano would ultimately disannex all properties north of Chaparral Road. Since that time, Plano has disannexed all properties on the north side of the road with the exception of two residential tracts immediately adjacent to Cottonwood Creek. In 2004, City Council considered disannexing these tracts, but ultimately decided to not do so based on opposition by the property owners, who wished to remain in Plano.

It is our understanding that the property owners still do not wish to be disannexed from Plano. Furthermore, the property owners have expressed concerns about Allen assuming responsibility for the roadway based on several problems they experienced during the construction process, such as phone lines being severed and workers not using Porta-Potties. Staff from both Plano and Allen met last week with the property owners at the construction site to gain a better understanding of the remaining concerns and to see if there were outstanding issues that could be resolved. However, the major issues appear to be the City of Allen's past management of the construction process and concerns that they will not be responsive in the future.

The property owners also want to make sure that 911 calls are answered by and responded to by Plano instead of Allen, as there has been some confusion in the past. We have reviewed this concern with Public Safety Communications. Calls made from land lines should come to Plano's dispatch center; however, 911 calls made from cell phones may be answered by the City of Allen, depending on which antenna picks up the call. This is a common issue with cell phone 911 calls. Public Safety Communications has flagged the two property addresses in the system to clearly identify them as Plano addresses, and has asked the City of Allen dispatch center to do the same. Public Safety Communications has

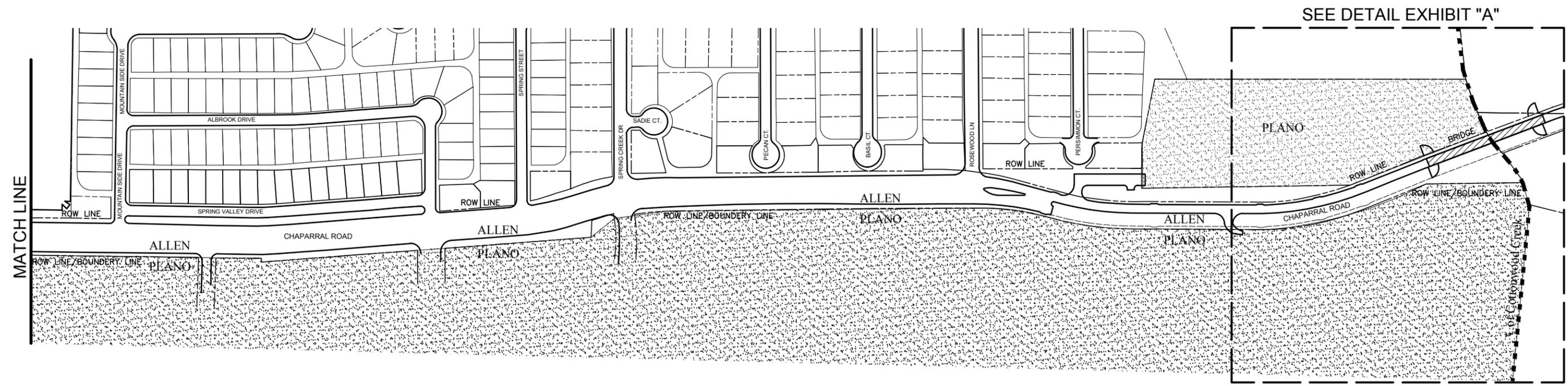
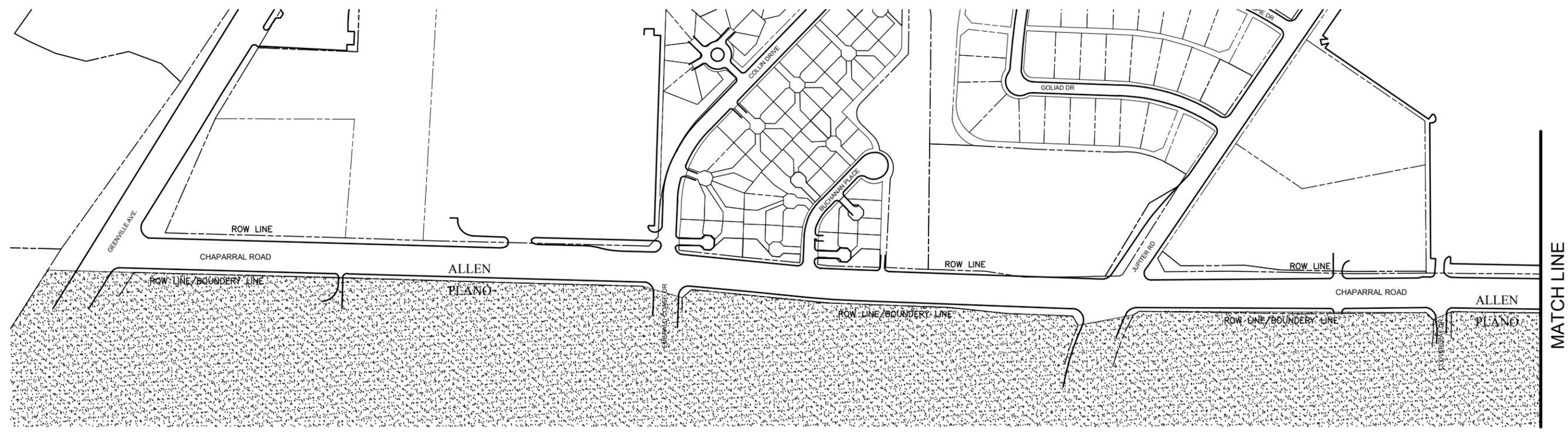
also offered the property owners an opportunity to “test” the system to make sure that land line calls are coming to Plano instead of Allen.

It would not be practical to leave only this portion of Chaparral Road under Plano’s jurisdiction, as it would be difficult for emergency responders and the police to determine which city should be responding to accidents and enforcing traffic regulations. However, the City of Allen has indicated that they would be amenable to Plano assuming jurisdiction over the entire length of Chaparral Road from K Avenue to Cottonwood Creek. This option would come with additional costs to Plano for roadway maintenance and traffic enforcement.

The proposed boundary adjustment will assign jurisdiction over all of the Chaparral Road right-of-way to the City of Allen, who will maintain the roadway and enforce traffic laws. The two residential properties on the north side of the roadway will be connected to Plano by a 10 foot wide strip delineated in the detailed metes and bounds description in Exhibit B. While this is a departure from Plano’s typical practice to establish city limits, state law does allow cities to make mutually agreeable adjustments to their boundaries if the land affected is less than 1000 feet in width.

Please let me know if you need additional information.

XC: Alan Upchurch, Director of Public Works and Engineering
Gerald Cosgrove, Deputy Director of Public Works and Engineering
Tina Firgens, Planning Manager



 CITY OF ALLEN	PROJECT:	EXHIBIT B		
	DESC:	BOUNDARY ALONG CHAPARRAL RD.		
	SCALE:	DATE:	REV DATE:	SHEET:
	1" = 300'	1-20-2011		1 OF 1

An Ordinance of the City of Plano, Texas approving the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Allen, Texas; authorizing the City Manager, or his authorized designee, to execute the agreement on behalf of the City of Plano; and providing an effective date.

WHEREAS, the City of Plano and the City of Allen have partnered to complete the construction of Chaparral Road from K Avenue/SH 5 to Cottonwood Creek; and

WHEREAS, the cities now wish to make mutually agreeable adjustments to the city limit boundaries along Chaparral Road; and

WHEREAS, the City Council has been presented a proposed Boundary Adjustment Agreement with regard to Chaparral Road between the City of Plano, Texas and the City of Allen, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement") and

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

Now, therefore, be it ordained by the City Council of the City of Plano, Texas, that:

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

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

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

DULY PASSED AND APPROVED THIS THE 9TH DAY OF MARCH, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF ALLEN, TEXAS**, hereinafter referred to as "Allen" and the **CITY OF PLANO, TEXAS**, hereinafter referred to as "Plano."

WHEREAS, Allen's city limit boundary is in part contiguous with the city limit boundary of Plano; and

WHEREAS, Section 43.031 of the Texas Local Government Code authorizes adjacent cities to enter into mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, since 1976 Allen and Plano have entered into a number of city limit boundary adjustment agreements or amendments establishing and altering the location of the city limit boundary line between the two municipalities along Chaparral Road; and

WHEREAS, Allen and Plano entered into that certain Boundary Adjustment Agreement dated March 2000 (the "2000 Agreement") pursuant to which the parties agreed that the boundary line between Allen and Plano would be the south right-of-way line of Chaparral Road; and

WHEREAS, Chaparral Road has now been extended eastward to Cottonwood Creek, necessitating a change in the boundary between Allen and Plano; and

WHEREAS, Allen and Plano agree that it is in the best interest of both cities to allow the properties north of the right-of-way line of the new Chaparral Road extension and the ten foot strip described in Exhibit "A" attached hereto to remain within and connected to the city limits of the City of Plano; and

WHEREAS, representatives of Allen and Plano have met and agreed to re-confirm the boundary along Chaparral Road following the road extension and establish a mutually acceptable boundary along Chaparral Road consistent with the 2000 Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Allen and Plano agree as follows:

SECTION I.
Statement of Intent

It is the intent of Allen and Plano to modify their respective boundaries in the manner described in and attached to and made a part of this Agreement as Exhibits "A" and "B".

SECTION II.
Relinquishment of Territory

To accomplish the objective set forth in Section I above, Plano does hereby grant, relinquish, and apportion unto Allen all land that is less than 1,000 feet in width and contained within the right-of-way of Chaparral Road, as shown in Exhibit "B", with the exception of a connection to the properties located north of the roadway, which will remain within the boundaries of the City of Plano, as set forth in Exhibit "A".

SECTION III.
Waiver of Extraterritorial Jurisdiction

Plano does hereby waive all of its extraterritorial jurisdiction in the property located within the right-of-way of Chaparral Road as established in Sections I and II above. Allen does hereby waive all of its extraterritorial jurisdiction, if any, in the ten (10) foot strip as established in Sections I and II above.

It is expressly agreed and understood that these waivers shall operate only in favor of the parties to this agreement, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which either party may be able to assert against any other municipality.

SECTION IV.
Severability

Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

SECTION V.
Effective Date

Allen and Plano agree that this Agreement shall take effect only upon ratification and adoption by the governing bodies of each city.

CITY OF PLANO, TEXAS

Date: _____

BY: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

CITY OF ALLEN, TEXAS

Date: _____

BY: _____

Peter H. Vargas
CITY MANAGER

APPROVED AS TO FORM

Peter G. Smith, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2011 by _____, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

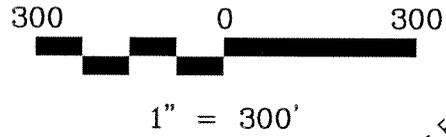
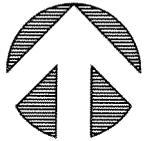
STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2011 by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



R. C. WISENANT SURVEY
ABSTRACT NO. 1012

COTTONWOOD BEND EST., PH. II-B
C.C.# 96-0005006
D.R.C.C.T.

HERITAGE PARK GREENBELT/FLOODPLAIN
CAB. G, SLIDE 354
M.R.C.C.T.

CITY OF ALLEN
ORDINANCE NO. 1111-6-92
CC# 92-0046836

CITY OF ALLEN
ORDINANCE NO. 363
VOL. 1455, PG. 534

CENTERLINE OF
COTTONWOOD CREEK

ALLEN

ALLEN

COTTONWOOD BEND 4F
CAB. I, SLIDE 280
D.R.C.C.T.

CITY OF ALLEN
ORDINANCE NO. 133
VOL. 837, PG. 635

AVERY D. LAFOLLETTE
VOL. 941, PG. 459
D.R.C.C.T.

ALLEN

COTTONWOOD BEND
ESTATES PH. II-A
CAB. I, SLIDE 636
M.R.C.C.T.

F. LILES & SUSAN Y. ARNOLD
C.C.# 94-0050644
D.R.C.C.T.

PLANO

P.O.B.

20' R.O.W. & TRAILS DEDICATION
THE KNOLLS OF SPRINGHILL

CITY OF ALLEN
CAUSE NO. 006-2027-2009
C.C. # 20100301000195040

C.L. CHAPARRAL ROAD

LOT 11

KNOLLS OF SPRINGHILL
VOL. 4379, PG. 1912
D.R.C.C.T.

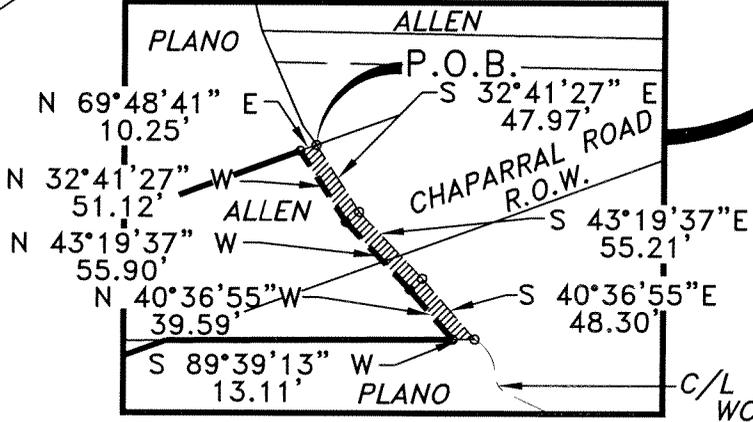
CITY OF PARKER

ALLEN

PLANO

SOUTH LINE R.O.W. CHAPARRAL ROAD
(PER CARTER & BURGESS MAPS)
CITY LIMIT PER RESOLUTION No. 1809-3-00 (R)

CITY OF PLANO
VOL. 1938, PG. 929
D.R.C.C.T.



C/L OF COTTONWOOD CREEK

Note: The Plat and Description of same is based on record information. No field survey was performed. Bearings are based on the subdivision plats for Cottonwood Phase IIA and Phase IIB

1468PARCEL.DWG
DEC, 2010



BW2 Engineers, Inc.
1919 S. Shiloh Road
Suite 500, L.B. 27
Garland, Texas 75042
(972) 864-8200 (tel)
(972) 864-8220 (fax)

EXHIBIT "A"
CITY OF ALLEN
CHAPARRAL ROAD ANNEXATION

1490 SQ. FT.

CITY OF ALLEN
ANNEXATION
CHAPARRAL ROAD

DESCRIPTION

A 1,490 SQUARE FOOT STRIP OF LAND OUT OF THE R.C. WHISENANT SURVEY, ABSTRACT NO. 1012, COLLIN COUNTY, TEXAS, BEING A TRACT OF LAND AS DEEDED (LIS PENDENS) TO THE CITY OF ALLEN IN CAUSE NO. 006-2027-2009 AS RECORDED IN THE COUNTY CLERKS FILE NO. 20100301000195040 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (DRCCT):

IT IS THE INTENT TO DESCRIBE A 10 FOOT WIDE STRIP OF LAND ALONG THE EAST SIDE OF SAID CITY OF ALLEN TRACT, BEING BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID CITY OF ALLEN TRACT (THE NORTH LINE OF THE RIGHT OF WAY FOR CHAPARRAL ROAD AND THE SOUTH LINE OF A REMAINDER TRACT OF LAND AS DEEDED TO F. LILES AND SUSAN Y. ARNOLD AND RECORDED IN COUNTY CLERKS FILE NO. 94-0050644), BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID CITY OF ALLEN TRACT (CENTERLINE OF COTTONWOOD CREEK), AND BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID CITY OF ALLEN TRACT (THE NORTH LINE OF A TRACT OF LAND AS DEEDED TO THE CITY OF PLANO AND RECORDED IN VOLUME 1938, PAGE 929, DRCCT):

The POINT OF BEGINNING is the most northerly corner of said City of Allen tract, being the north line of the Right of Way for Chaparral Road, and being the southeast corner of said Arnold remainder tract, being on the west line of Lot 11 of Knolls of Springhill, an addition to the City of Parker as recorded in Volume 4379, Page 1912, DRCCT, and being in the centerline of Cottonwood Creek;

THENCE South 32°41'27" East, with the east line of said City of Allen tract, being the centerline of Cottonwood Creek, a distance of 47.97 feet to a point;

THENCE South 43°19'37" East, with said common line, a distance of 55.21 feet to a point;

THENCE South 40°36'55" East, with said common line, a distance of 48.30 feet to a point being the southeast corner of said City of Allen tract, being in the centerline of Cottonwood Creek, and being the northeast corner of said City of Plano tract;

THENCE South 89°39'13" West, with the line common to said City of Allen tract and said City of Plano tract, a distance of 13.11 feet to a point;

THENCE North 40°36'55" West, departing said common line and crossing said City of Allen tract, a distance of 39.59 feet to a point;

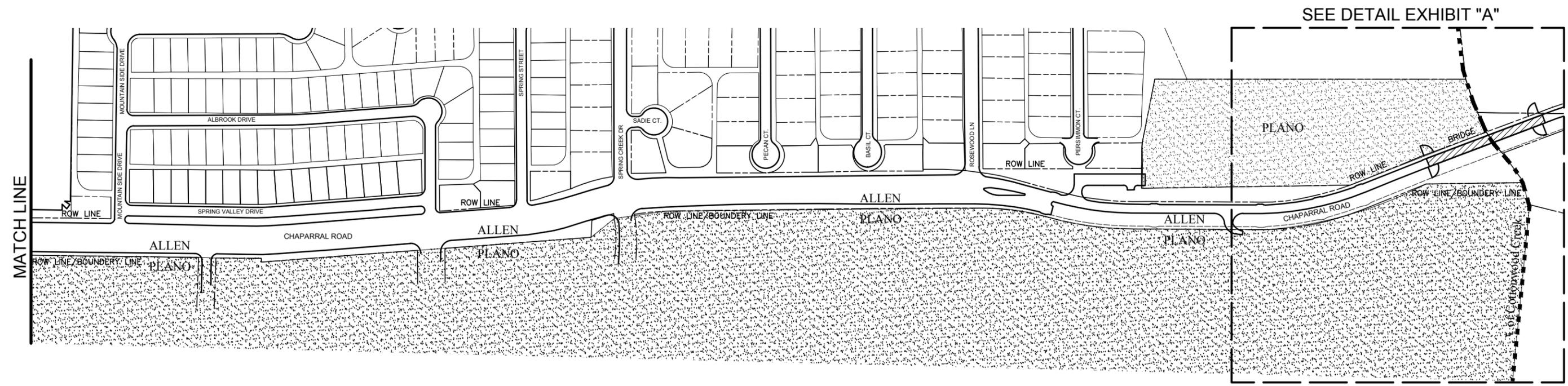
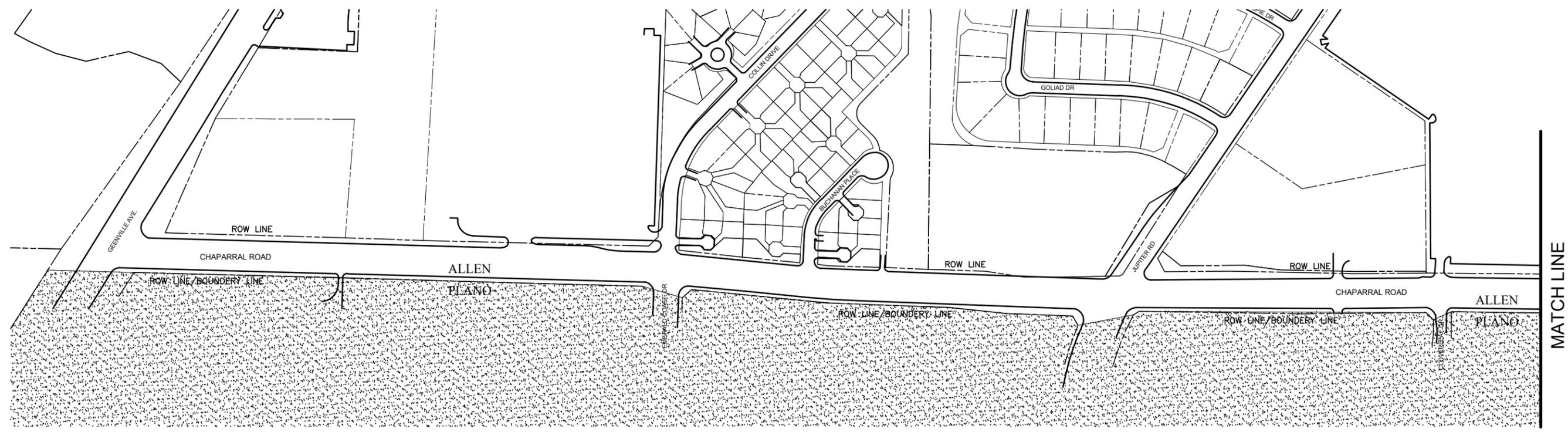
THENCE North $43^{\circ}19'37''$ West, a distance of 55.90 feet to a point;

THENCE North $32^{\circ}41'27''$ West, a distance of 51.12 feet to a point on the north line of said City of Allen tract, being the south line of said Arnold remainder tract, and being the north line of the Right of Way for Chaparral Road;

THENCE North $69^{\circ}48'41''$ East, with said common line, a distance of 10.25 feet to the POINT OF BEGINNING, and containing 1,490 square feet of land.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, N.A.D. 83 (1993 Adj.), North Central Zone.



 CITY OF ALLEN	PROJECT: EXHIBIT B			
	DESC: BOUNDARY ALONG CHAPARRAL RD.			
	SCALE:	DATE:	REV DATE:	SHEET:
	1" = 300'	1-20-2011		1 OF 1