

# CITY COUNCIL

1520 AVENUE K



DATE: 2/23/2015  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Pastor Ramon Hodridge  
Avenue F Church of Christ  
PLEDGE OF ALLEGIANCE: Plano Police Explorer Post 911

| ITEM NO. | EXPLANATION   | ACTION TAKEN |
|----------|---|--------------|
|          | <p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>Planning and Zoning Commission</u></b></p> <p>Hilton Kong<br/>Michael O'Hanlon</p> <p><b><u>CERTIFICATES OF APPRECIATION</u></b></p> <p><b><u>Tax Increment Financing Reinvestment Zone No. 2 Board</u></b></p> <p>Hilton Kong</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p> |              |

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|          | <p><b><u>CONSENT AGENDA</u></b><br/> <b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b><br/> (a) February 9, 2015</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) Bid No. 2015-116-B for the Park Boulevard and US 75 Pedestrian Crossing project to McMahon Contracting, L.P. in the amount of \$2,085,421; and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2015-015-B for the Windhaven – Spring Creek Parkway to West City Limits project to McMahon Contracting, L.P. in the amount of \$3,264,834; and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Bid No. 2015-125-P for the Concrete Sidewalk Requirements Contract I, with two (2) optional renewals, Project No. 6499 for Public Works to XIT Paving &amp; Construction, Inc. in the amount of \$692,000; and authorizing the City Manager to execute all necessary documents.</p> <p>(e) Bid No. 2015-87-C for a one (1) year contract with three (3) City optional renewals, for an automated tape library system for Technology Services to CDW Government LLC in the amount of \$155,487; and authorizing the City Manager to execute all necessary documents.</p> <p>(f) CSP No. 2015-30-C for a five (5) year contract for the provision of Fire Uniforms for the Fire Department to Red the Uniform Tailor in the estimated total contract amount of \$910,000; and authorizing the City Manager to execute all necessary documents.</p> <p><b>Purchase from an Existing Contract</b></p> <p>(g) To approve the purchase of cable installation for Public Safety Communications in the amount of \$67,245 from ABLE Communications, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (Contract No. 2011-195-C)</p> <p>(h) To approve the purchase of two (2) Vermeer Model No. BC1000XL Brush Chippers in the amount of \$59,574 from Vermeer of Texas-Louisiana through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13)</p> |              |

| ITEM NO. | EXPLANATION   | ACTION TAKEN |
|----------|---|--------------|
| (i)      | To rescind award to John Deere & Company on January 12, 2015 in the amount of \$68,430 and to approve the purchase of one (1) John Deere Tractor with Flex Wing Mower for Fleet Services in the amount of \$70,305 from John Deere & Company through an existing contract with TXMAS and authorizing the City Manager to execute all necessary documents. (TXMAS-7-51V050)  |              |
| (j)      | To approve the purchase of one (1) John Deere 5100M Tractor in the amount of \$48,043 from John Deere & Company through an existing TXMAS contract and one (1) Tiger Triple Flail Mower in the amount of \$49,263 from Tiger Mower Corporation through an existing TASB/BuyBoard contract, for a total amount of \$97,306; and authorizing the City Manager to execute all necessary documents. (TXMAS Contract No. TXMAS-7-51V050 / TASB/BuyBoard Contract No. 447-14) |              |
| (k)      | To approve the purchase of office supplies for City departments in the estimated annual amount of \$340,000 from Office Depot, Inc. through an existing contract with The Cooperative Purchasing Network (TCPN); and authorizing the City Manager to execute all necessary documents. (TCPN #R141703)   |              |
| (l)      | To approve the purchase of firewalls manufactured by Palo Alto Networks for the planned upgrades to the Public Safety Communications area in the amount of \$64,558 from Solid Border, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2700)   |              |
| (m)      | To approve the purchase of cameras for the Police Department in the amount of \$87,340 from Sigma Surveillance, Inc., d/b/a STS360 through an existing contract; and authorizing the City Manager to execute all necessary documents. (2014-139-C)  |              |
| (n)      | To approve the purchase of data storage manufactured by NetApp, Inc. for the Jail and Police Facility in the amount of \$143,067 from Lumenate Technologies, LP through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2636)   |              |
| (o)      | To approve the purchase of Cisco network equipment for the Public Safety Communications area in the amount of \$160,016 from Presidio Networked Solutions Group, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2544)  |              |
|          | <b>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</b>  |              |
| (p)      | To approve a Professional Services Agreement by and between the City of Plano and ARCADIS-US, Inc. in the amount of \$750,910 for Booster Chlorination at Water Pump Stations; and authorizing the City Manager to execute all necessary documents.   |              |
| (q)      | To approve an Architecture Services Agreement by and between the City of Plano and Quimby McCoy Preservation Architecture, LLP in the amount of \$426,177 for preservation and architectural construction plans for Saigling House Architectural Renovation; and authorizing the City Manager to execute all necessary documents.   |              |

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|          | <p><b>Approval of Expenditure</b></p> <p>(r) To approve an expenditure for a Trinity Eagle Bridge Trailer in the amount of \$88,000 from Trinity Trailer Sales for Fleet Services to be utilized by Compost Operations; and authorizing the City Manager to execute all necessary documents.</p> <p>(s) To approve an expenditure for SolarBee Potable Water Mixers in the amount of \$331,534 from Medora Corporation for Public Works; and authorizing the City Manager to execute all necessary documents.</p> <p>(t) To approve an expenditure for a license agreement for digital orthophotography and LiDAR and contour data in the estimated amount of \$59,004 from North Central Texas Council of Governments (NCTCOG) for the Planning Department; and authorizing the City Manager to execute all necessary documents.</p>   |              |
|          | <p><b><u>Adoption of Resolutions</u></b></p> <p>(u) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Princeton, Texas to allow employees of the City of Princeton, Texas to participate in training classes offered by the City of Plano, Texas, authorizing its execution by the City Manager; and providing an effective date.</p> <p>(v) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Van Alstyne, Texas to allow employees of the City of Van Alstyne, Texas to participate in training classes offered by the City of Plano, Texas, authorizing its execution by the City Manager; and providing an effective date.</p> <p>(w) To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and CNMK Texas Properties, LLC, a Texas limited liability company; authorizing its execution by the City Manager; and providing an effective date.</p> |              |
|          | <p><b><u>Adoption of Ordinances</u></b></p> <p>(x) To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 21.8± acres of land located at the northwest corner of Independence Parkway and Plano Parkway in the City of Plano, Collin County, Texas, from Planned Development-373-Retail/General Office to Planned Development-495-Single-Family Residence Attached. (Zoning Case 2014-41, Applicant: Plano Parkway Investments LP)</p> <p>(y) To order an election to be held on May 9, 2015, for the purpose of electing four (4) Members of Council, Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7 to the City Council to hold office for a period of four years; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date.</p>   |              |

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|          | <p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p> |              |
| (1)      | <p>Consideration of an Ordinance to transfer the sum of \$250,863 from the Water &amp; Sewer Fund Unappropriated fund balance to the Water &amp; Sewer Fund Operating Appropriation for fiscal year 2014-15 for the purpose of providing funding for one (1) Supervisor position and two (2) Water Quality Technician positions, totaling three (3) positions, and the operational costs related to the Water Quality Program, amending the Budget of the City and Ordinance No. 2014-9-5, Section 1, Item "J" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>  |              |
| (2)      | <p>Consideration to approve the purchase of three (3) Chevrolet Equinox SUV's in the amount of \$59,330 from Caldwell Country Chevrolet through an existing TXMAS contract and authorizing the City Manager to execute all necessary documents. (TXMAS Contract No. 071-072-A1)</p>   |              |
| (3)      | <p>Consideration of an Ordinance to transfer the sum of \$189,210 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2014-15 for the purpose of providing funding for two (2) Police Officer positions and the operational costs related to the Neighborhood Patrol Officer Program, amending the Budget of the City and Ordinance No. 2014-9-5, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>   |              |
| (4)      | <p>Consideration of an Ordinance to repeal Ordinance No. 2014-9-17; establishing the number of certain classifications within the Police Department for fiscal year 2014-15; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective February 23, 2015; and providing a repealer clause, a severability clause and an effective date.</p>  |              |

| ITEM NO. | EXPLANATION  | ACTION TAKEN |
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| (5)      | Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2014-32 - Request to rezone 11.5± acres located on the north side of Mapleshade Lane, 1,425± feet west of Coit Road from Corridor Commercial to Planned Development-Corridor Commercial. Zoned Corridor Commercial/190 Tollway/Plano Parkway Overlay District. Applicant: Coit 190 L.P. and Harkins Plano L.P.   |              |
| (6)      | Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2014-46 – Request to rezone 14.5± acres from Research/Technology Center to Planned Development-Research/Technology Center located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center. Applicant: Industrial Developments International, LLC (IDI Gazeley)   |              |
| (7)      | Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2014-47 - Request for a Specific Use Permit for Mid-Rise Residential on 2.4± acres located at the northeast corner of Spring Creek Parkway and Headquarters Drive. Zoned Commercial Employment. Applicant: Winstead, P.C.  |              |
| (8)      | Public Hearing and consideration of a Resolution to support an application for a nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project, located at Palomino Crossing, Block 1, Lot 4; and designating the City Manager to certify this resolution to TDHCA; and declaring an effective date.   |              |
| (9)      | Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-48 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 6.4± acres of land located on the north side of Park Boulevard, 334± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from Planned Development-13-Retail to Single-Family Residence Attached; directing a change in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Lyons Equities, Inc., Trustee Texas Corp. (Tabled at February 9, 2015 Council meeting.)  |              |
| (10)     | Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-49 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 656 so as to allow the additional use of Single-Family Residence Attached on 6.3± acres of land located on the south side of Park Boulevard, 115± feet west of Molly Lane, in the City of Plano, Collin County, Texas, presently zoned Planned Development-6-Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Lyons Equities, Inc., Trustee Texas Corp. (Tabled at the February 9, 2015 Council meeting.) |              |

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|          | <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p> |              |

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
February 9, 2015**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Pat Miner  
André Davidson  
Jim Duggan  
Patrick Gallagher  
David Downs

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:03 p.m., Monday, February 9, 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; to discuss Real Estate, Section 551.072; 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  
Personnel – Appointments**

Planning and Zoning Commission

Upon a motion made by Council Member Gallagher and seconded by Council Member Duggan, the Council voted 8–0 to appoint Michael O'Hanlon and Hilton Kong as interim members.

Upon a motion made by Council Member Duggan and seconded by Council Member Gallagher, the Council voted 8–0 to appoint Douglas Bender as chairperson.

### **Courtyard Theater Resident Company**

Director of Parks and Recreation Fortenberry spoke to the Request for Proposal (RFP) process for the Tier 1 Resident Theater Company, the three responses received, the selection committee composition, and the criteria used for the evaluation. She stated the Repertory Company Theatre was selected for recommendation due to its compatibility with the RFP. Jason Ferhm, Venue Supervisor for the Courtyard Theater and Cox Playhouse, responded to Council questions regarding previous resident theater company policies, denoting the timing of the policy revisions. Ms. Fortenberry advised the Council on the pros and cons of a Tier 1 Resident Theater Company stating a consistent quality programming is of benefit while the reduction of available dates for other theater companies is the downside.

Ms. Fortenberry spoke to the resident client status and booking process. In response to Council, she stated the Tier 1 client will book 26 weeks. Mr. Ferhm spoke to the booking schedule for the existing theater groups and the avenues used to advertise the RFP to theater groups. Ms. Fortenberry advised the existing groups were notified at a meeting prior to the RFP. City Manager Glasscock spoke to the result of the previous resident client dissolution and the process to find a new Tier 1 client.

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

No items were discussed.

### **Consent and Regular Agendas**

City Manager Glasscock stated Consent Agenda Item “K” will be pulled for individual consideration.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:55 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
February 9, 2015**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Pat Miner  
André Davidson  
Jim Duggan  
Patrick Gallagher  
David Downs

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, February 9, 2015, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Council Member Davidson led the invocation and Girl Scout Troop 913 led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere presented a proclamation recognizing Engineers Week and recognized outgoing Planning and Zoning Commission member Richard Grady.

**Comments of Public Interest**

Janice Schieffer, Alan Richards, Michelle Stafford, Diana Finfrock Farrar, Reverend Jan Sullivan, Bernard Hamilton, and Sean Sayla spoke in support of the Equal Rights Ordinance. Donna Bening expressed support but did not wish to speak.

**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, with the exception of Consent Agenda Item "K" to be discussed individually, as recommended and as follows:

## **Approval of Minutes**

January 26, 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. 2015-55-B** for the Manhole I/I Barrier Installation, Project No. 6462 for Public Works, to Quality Excavation, LTD in the amount of \$749,920; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2014-367-C** for a one (1) year contract to purchase Tires for Inventory Control & Assets Disposal (ICAD) from American Tire Distributors, A to Z Tire & Battery, Inc., Southern Tire Mart, and Wingfoot Commercial Tire Systems, LLC in the estimated annual amount of \$403,529; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

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

To approve the purchase of Brocade network electronics for the Technology Services department in the amount of \$80,753 from Lumenate Technologies, LP, through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2636) (Consent Agenda Item “D”)

To approve the purchase of Symantec Anti-virus and IT Management Suite Software support in the amount of \$120,988 from Intuitive Technology Group through an existing contract with the State of Texas Department of Information Resources; and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1917) (Consent Agenda Item “E”)

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

To approve a Professional Services Agreement by and between the City of Plano and Garver, LLC, in the amount of \$195,587 for the Brennan Drive, Knollwood Drive, Knollwood Court, & Casa Grande Drive Improvements project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

## **Approval of Change Order**

### **Approval of Expenditure**

To approve an expenditure for installation of a gas main to Oak Point Park and Nature Preserve in the amount of \$119,315 from Atmos Energy and Lowe's Construction LLC; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

To approve the purchase of Smarter Commerce retail point of sale and credit card processing software for Customer and Utility Services in the amount of \$203,897 from Premier Group; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

## **Adoption of Resolutions**

**Resolution No. 2015-2-1(R):** To approve the terms and conditions of a First Modification to the Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas and Denbury Onshore, LLC, a Delaware limited liability company; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “I”)

**Resolution No. 2015-2-2(R):** To rescind the authorization of the Economic Development Incentive Agreement by and between ZeOmega, Inc., a Delaware corporation, and the City of Plano, Texas, pursuant to Resolution No. 2014-10-1(R); and providing an effective date. (Consent Agenda Item “J”)

**Resolution No. 2015-2-3(R):** To appoint William J. Roberts and Scott M. Seidel, licensed Attorneys, to serve a two year term as ethics investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date. (Consent Agenda Item “L”)

**Resolution No. 2015-2-4(R):** To approve the terms and conditions of a Real Estate Contract by and between Schultz Properties, LTD and the City of Plano, Texas for purchase of a 2.628 acre tract of vacant land located at 1106 Avenue K in the City of Plano, Collin County, Texas for future development as a passenger station for the Cotton Belt Rail station; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “M”)

## **Adoption of Ordinances**

**Ordinance No. 2015-2-5:** To abandon all right, title and interest of the City in and to that certain 1.513 Acre Easement and Right-of-Way for Street Purposes known as Texas Drive, recorded in Volume 618, Page 106, of the Deed Records of Collin County, Texas and being situated in the William Beverly Survey, Abstract No. 75, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement and right-of-way to the owner of the property underlying the easement and right-of-way, Rosewood Property Company, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “N”)

## **END OF CONSENT**

**Consideration of a Resolution** to approve the recommendation designating the Repertory Company Theatre be named as the City of Plano’s Courtyard Theater Tier 1 Resident Theater Company; authorizing the City Manager to prepare and execute all necessary agreements concerning the Company’s use of the Courtyard Theater; and providing an effective date. (Consent Agenda Item “K”)

Mayor LaRosiliere opened the floor to public comments. Kathy Chamberlain, Debbie Watson, Darrell Rodenbaugh, Sara Egelston Akers, Steve Kusters, Christina Cunningham, Jim O’Reilly, Autumn Melcer, Andy Baldwin, Elly Marsh, Ivan Hughes, Cindi Lawrence Hanson, and Mary Compton spoke in opposition of designating the Repertory Company Theatre as the City of Plano’s Courtyard Theater Tier 1 Resident Theater Company.

### **Consideration of a Resolution (Cont'd)**

Director of Parks and Recreation Fortenberry and Venue Supervisor Ferhm spoke to the existing booking policies and prior changes to policies. Mr. Ferhm reported eight bookings would be affected by implementing the Tier 1 client. In response to Council, Ms. Fortenberry stated the Cultural Arts Commission's role is to evaluate and award grants and is not involved in the operation of Plano theaters. She advised the Council on the expected grant funding to be included in the agreement for a Tier 1 client. City Manager Glasscock advised that the Council needs to determine if a Tier 1 Resident Theater Company was their desire.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 7-1, with Mayor LaRosiliere voting in opposition, to reject the recommendation designating the Repertory Company Theatre be named as the City of Plano's Courtyard Theater Tier 1 Resident Theater Company.

The City Council took a brief recess at 8:40 p.m. and reconvened at 8:50 p.m.

**Public Hearing and consideration of an Ordinance** as requested in Zoning Case 2014-48 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 6.4± acres of land located on the north side of Park Boulevard, 334± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from Planned Development-13-Retail to Single-Family Residence Attached; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Lyons Equities, Inc., Trustee Texas Corp. (Regular Item "2")

Director of Planning Day stated the applicant requested the item be tabled to the February 23, 2015 City Council meeting.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to table the item to the February 23, 2015 City Council meeting.

**Public Hearing and consideration of an Ordinance** as requested in Zoning Case 2014-49 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 656 so as to allow the additional use of Single-Family Residence Attached on 6.3± acres of land located on the south side of Park Boulevard, 115± feet west of Molly Lane, in the City of Plano, Collin County, Texas, presently zoned Planned Development-6-Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Lyons Equities, Inc., Trustee Texas Corp. (Regular Item "3")

Director of Planning Day stated the applicant requested the item be tabled to the February 23, 2015 City Council meeting.

Upon a motion made by Council Member Miner and seconded by Council Member Downs, the Council voted 8-0, to table the item to the February 23, 2015 City Council meeting.

**Public Hearing and adoption of Ordinance No. 2015-2-6** as requested in Zoning Case 2014-42 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 6.3± acres of land located on the south side of Plano Parkway, 185± feet west of Preston Road in the City of Plano, Collin County, Texas, from Planned Development-201-Light Commercial with Specific Use Permit #537 for New Car Dealer to Planned Development-494-Light Commercial with Specific Use Permit #537 for New Car Dealer to allow mid-rise residential with modified development standards; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Winstead, P.C. (Regular Item “1”)

Due to a potential conflict, Council Member Duggan stepped down from the dias.

Development Review Manager Hill spoke to the location of the property, the residential requirements proposed by the developer, and a proposed concept plan. He presented site photographs of the property. Mr. Hill stated Staff and the Planning and Zoning Commission recommend approval with the following restrictions:

The permitted uses and standards shall be in accordance with the existing Light Commercial (LC) zoning district unless otherwise specified herein.

Mid-Rise Residential is a permitted use subject to the following standards:

1. Minimum Front Yard Setback: 30 feet
2. Maximum Number of Units: 465
3. Minimum Density: 50 dwelling units per acre
4. Maximum Height: 5 stories, 70 feet
5. Maximum Floor Area Ratio: 2:1
6. Maximum Lot Coverage: None
7. Parking structure facades must be concealed from view from Preston Road and Plano Parkway.
8. Nonresidential uses, including but not limited to leasing offices and resident amenity areas must have a minimum of 40% of the ground floor façade facing Preston Road and Plano Parkway comprised of window area. For purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.
9. Screening: A fence and irrigated living screen is required along the southern property line and must be a minimum of six feet in height at installation. A masonry screening wall is required along the eastern property line adjacent to first floor residential units and must not be less than eight feet in height.

### **Public Hearing and adoption of Ordinance No. 2015-2-6 (Cont'd.)**

Mayor LaRosiliere opened the public hearing. Tommy Mann of Winstead P.C., representing Alliance Residential Company, the applicant, spoke to the project's appropriateness for the site and how the project conforms to the City's comprehensive plans and policies. He discussed area employment centers and the project being the highest and best use of the property. Karl Hirschey from Alliance Residential Company, the applicant spoke to the site and provided a summary of the proposed project unit composition, rental rates, parking, open space, amenities, and resident services. He provided a proposed concept and building design plans and examples of other projects completed by Alliance Residential. Mr. Hirschey, in response to Council questions, provided detail regarding the ingress/egress points and traffic concerns. Paul Guta, Judy Kendler, and Mollie Hancock spoke in opposition. Guy Kendler expressed opposition but did not wish to speak. Mr. Mann responded to citizen concerns regarding traffic concerns by stating traffic is less for residential uses than commercial uses, the struggling existing commercial facilities in the area do not indicate commercial would be an effective use of the property and the complex would be more aesthetically pleasing than the existing concrete building. Mayor LaRosiliere closed the public hearing.

Council Member Gallagher stated the marketplace dictates the uses of properties and this is the best use of the property. Deputy Mayor Pro Tem Harris expressed concerns regarding the lack of the 1200 foot setback, isolated housing, and patch work zoning. Council Member Downs stated concerns regarding setback but feels the Council may have to be more flexible in redevelopment areas and there is a demand for this type of housing. Council Member Davidson spoke to the increase in traffic but feels the proposed development is appropriate. Mayor LaRosiliere spoke to bring new citizens to Plano for revitalization. Mayor Pro Tem Smith stated concerns about the isolation of the project but supports the request.

Upon a motion made by Mayor LaRosiliere and seconded by Council Member Downs, the Council voted 6-1, with Deputy Mayor Pro Tem Harris voting in opposition, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 6.3± acres of land located on the south side of Plano Parkway, 185± feet west of Preston Road in the City of Plano, Collin County, Texas, from Planned Development-201-Light Commercial with Specific Use Permit #537 for New Car Dealer to Planned Development-494-Light Commercial with Specific Use Permit #537 for New Car Dealer to allow mid-rise residential with modified development standards, as requested in Zoning Case 2014-42; and further to adopt Ordinance No. 2015-2-6.

Council Member Duggan resumed his seat at the dais.

**Public Hearing and consideration of an Appeal** of the Planning & Zoning Commission's Denial of Zoning Case 2014-41 - Request to rezone 21.8± acres located at the northwest corner of Independence Parkway and Plano Parkway from Planned Development-373-Retail/General Office to Single-Family Residence Attached. Zoned Planned Development-373-Retail/General Office. Applicant: Plano Parkway Investments LP (Regular Item "4")

### **Public Hearing and consideration of an Appeal (Cont'd.)**

Director of Planning Day stated the request is to rezone the property to Single-Family Residence Attached which is compatible with surrounding area uses. She spoke to traffic concerns for infill spaces and provided data from the Institute of Transportation Engineers regarding the average trips generated by different uses allowable on the property. Ms. Day stated the request was denied by the Planning and Zoning Commission and will require a three-quarter vote to overturn the decision. She stated Staff is in support of the project.

Mayor LaRosiliere opened the public hearing. Bryan Klein from Ion Design Group representing the applicant, provided details regarding the project layout, open space, parking, proposed buffers, development features, elevations, and floor plans. He stated the project complies with all current Single-Family Attached standards. Mr. Klein spoke to the appropriateness of the project, compatibility with the area, and addressed neighboring property owner concerns and presented an alternative layout. Brad Moon, Andrew Ostapko, Dennis Yakel, Linda Yakel, Goebel Vaughn, Gerry Areghini, Mollie Hancock and Ari Yallon spoke in opposition to the project. Warren Casteel spoke in favor of the project. Rebecca Douglas, Stephen Douglas, Barbara Chin, Barry Sturdivant, Gary Mayo, Linda James, Gloria Sturdivant, Cheryl Mayo, and John Hancock expressed opposition to the project but did not wish to speak. Audre Casteel expressed support but did not wish to speak. In response to speaker concerns, Mr. Klein stated regular Single-Family use is not effective for the site, commercial and retail has not been supported by development of the property, and the applicant is willing to work with the City to make appropriate amendments to the plan. Mayor LaRosiliere closed the public hearing.

Director of Planning Day spoke to staff's position to integrating neighborhoods to provide access to schools and park facilities. Council Member Davidson expressed ingress/egress concerns if Linda Lane is closed. Council Member Miner suggested not extending Linda Lane and adding a masonry wall. Mayor Pro Tem Smith expressed concerns regarding access and traffic issues. Council Member Downs stated he is not in favor of extending Linda Lane. Ms. Day advised the Council can attach stipulations to the zoning and that the stipulations would remain with the property even if the project did not come to fruition. Mayor LaRosiliere spoke to the challenges in developing infill lots. Ms. Day stated the ordinance would be brought back to the next meeting for approval.

Upon a motion made by Council Member Miner and seconded by Council Member Downs, the Council voted 8-0, to grant an appeal of Zoning Case 2014-41 with the following stipulations: removal of Linda Lane extension into the subdivision, masonry fence around the perimeter with wrought-iron fencing adjacent to green belt open spaces by Linda Lane, and an additional access point on Plano Parkway.

**Public Hearing and adoption of Ordinance No. 2015-2-7** as requested in Zoning Case 2014-45 to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding Automobile Repair-Major and Automobile Repair-Minor/Service Station; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Item "5")

### **Public Hearing and adoption of Ordinance No. 2015-2-7 (Cont'd.)**

Development Manager Hill spoke to the requested change of definition for Automobile Repair. He stated Staff and the Planning and Zoning Commission recommend for approval as follows: (Additions are indicated in underlined text; deletions are indicated in ~~strike through~~ text.)

Amend Section 1.600 (Definitions) of Article 1 (General Regulations), such portion of section to read as follows:

Automobile Repair - Major

~~General~~ Major repair or reconditioning of engines and transmissions, and retrofitting of air-conditioning systems, for motor vehicles; wrecker service; collision services including body, frame, or fender straightening or repair; customizing; painting; vehicle steam cleaning; undercoating and rust proofing; and other similar uses.

Automobile Repair -Minor/ Service Station

An establishment used for the retail dispensing or sales of automobile fuels, lubricants, and automobile accessories; the minor repair or replacement of parts, paintless dent repair, and performing state inspections and making minor repairs necessary to pass said inspection. Uses listed under Automobile Repair - Major or any other similar uses are not included. Vehicles, which are inoperative or are being repaired, may not remain ~~parked outside~~ onsite for a period greater than ~~seven~~ four days.

Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to amend Section 1.600 (Definitions) of Article 1 (General Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding Automobile Repair-Major and Automobile Repair-Minor/Service Station, as requested in Zoning Case 2014-45; and further to adopt Ordinance No. 2015-2-7.

**Public Hearing and adoption of Ordinance No. 2015-2-8** as requested in Zoning Case 2014-51 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to remove 0.8± acre of the Lexington Park #2 located north of Wolcott Lane and the alley extending to the southwest, from the Haggard Park Heritage Resource District (H-20); thereby retaining only the Planned Development District 179-Downtown Business Government zoning; directing a change accordingly in the official zoning map of the city; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Item “6”)

Director of Planning Day stated the request is to modify the Haggard Park Heritage District by removing less than one acre of land located in the Lexington Park #2 Subdivision. She advised the Heritage Commission and the Planning and Zoning Commission recommended removing the property from the Heritage District.

Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to remove 0.8± acre of the Lexington Park #2 located north of Wolcott Lane and the alley extending to the southwest, from the Haggard Park Heritage Resource District (H-20); thereby retaining only the Planned Development District 179-Downtown Business Government zoning, as requested in Zoning Case 2014-51; and further to adopt Ordinance No. 2015-2-8.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 11:36 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST

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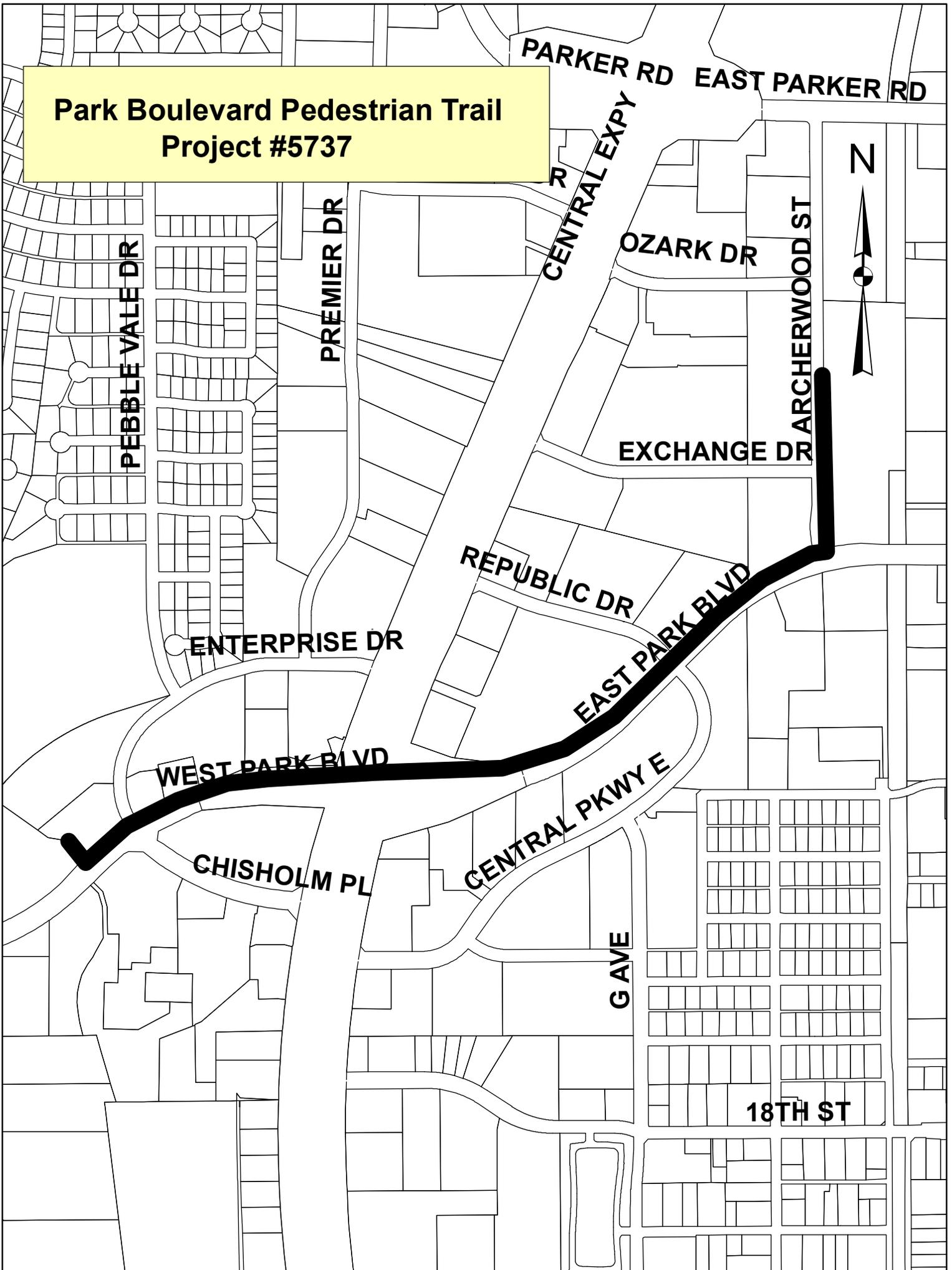
Lisa C. Henderson, City Secretary



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|  |                                  |  |                         |                   |
|--|----------------------------------|--|-------------------------|-------------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                  |  |                         |                   |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                  |  |                         |                   |
| Council Meeting Date:  |                                  | 02/23/15   |                         |                   |
| Department:  |                                  | Engineering  |                         |                   |
| Department Head:   |                                  | Jack Carr, P.E.                                    |                         |                   |
| Agenda Coordinator (include phone #):  |                                  | Kathleen Schonne (7198)                            |                         | Project No. 5737  |
| <b>CAPTION</b>   |                                  |  |                         |                   |
| Bid No. 2015-116-B for the Park Boulevard and US 75 Pedestrian Crossing project to McMahon Contracting, L.P., in the amount of \$2,085,421, and authorizing the City Manager to execute all necessary documents.   |                                  |  |                         |                   |
| <b>FINANCIAL SUMMARY</b>   |                                  |  |                         |                   |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP  |                                  |  |                         |                   |
| FISCAL YEAR: <b>2014-15</b>  | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> | <b>TOTALS</b>     |
| Budget   | 88,295                           | 2,236,705  | 0                       | <b>2,325,000</b>  |
| Encumbered/Expended Amount   | -88,295                          | -38,551  | 0                       | <b>-126,846</b>   |
| This Item  | 0                                | -2,085,421   | 0                       | <b>-2,085,421</b> |
| BALANCE  | 0                                | 112,733  | 0                       | <b>112,733</b>    |
| <b>FUND(S):    STREET IMPROVEMENTS CIP</b>   |                                  |  |                         |                   |
| <p><b>COMMENTS:</b> Funding for this item is available in the 2014-15 Street Improvements CIP. Construction of a pedestrian and bicycle trail along Park Boulevard across US 75 will leave a current year balance of \$112,733 available for further project expenditures or other street improvements.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing a safe crossing for pedestrians and cyclists between the Chisholm Trail and Park Boulevard DART Rail Station relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p> |                                  |  |                         |                   |
| <b>SUMMARY OF ITEM</b>   |                                  |  |                         |                   |
| Staff recommends the bid of McMahon Contracting, L.P., in the amount of \$2,085,420.82, be accepted as the lowest responsible bid, conditioned on timely execution of any necessary contract documents.  |                                  |  |                         |                   |
| The second lowest bidder is, Munilla Construction Management, LLC d/b/a MCM, in the amount of \$2,125,354.70.  |                                  |  |                         |                   |
| The engineer's estimate was \$1,800,000.   |                                  |  |                         |                   |
| The purpose of this project is to construct a 12 foot wide concrete pedestrian and bicycle trail on the north side of Park Boulevard, from the existing Chisholm Trail on Spring Creek, to the Parker Road DART Rail Station on Archerwood Street.   |                                  |  |                         |                   |
| <a href="https://www.google.com/maps/place/E+Park+Blvd+%26+Archerwood+St,+Plano,+TX+75074/@33.0313036,-96.7018688,17z/data=!3m1!4b1!4m2!3m1!1s0x864c1900d7916231:0xc343d3457cb249c0">https://www.google.com/maps/place/E+Park+Blvd+%26+Archerwood+St,+Plano,+TX+75074/@33.0313036,-96.7018688,17z/data=!3m1!4b1!4m2!3m1!1s0x864c1900d7916231:0xc343d3457cb249c0</a>  |                                  |  |                         |                   |
| List of Supporting Documents:  |                                  | Other Departments, Boards, Commissions or Agencies |                         |                   |
| Location Map, Bid Tabulation   |                                  | N/A  |                         |                   |

**Park Boulevard Pedestrian Trail  
Project #5737**



**CITY OF PLANO  
 BID TABULATION  
 BID NUMBER 2015-116-B  
 Park Boulevard and US 75 Pedestrian Crossing – Project No. 5737**

| <b>BIDDER:</b>                                 | <b>ADDENDUMS</b> | <b>BID BOND</b> | <b>TOTAL BASE BID</b> |
|--|------------------|-----------------|-----------------------|
| McMahon Contracting, L.P.                      | Yes              | Yes             | \$2,085,420.82        |
| Munilla Construction Management, LLC d/b/a MCM | Yes              | Yes             | \$2,125,354.70        |
| Quality Excavation, LTD                        | Yes              | Yes             | \$2,299,000.30        |
| 2L Construction, LLC                           | Yes              | Yes             | \$2,409,642.40        |
| Jim Bowman Construction Co., L.P.              | Yes              | Yes             | \$2,455,466.40        |

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

*Corey Isaacs*

1/29/2015

Corey Isaacs, Buyer II

Date

**“BID TABULATION STATEMENT”**

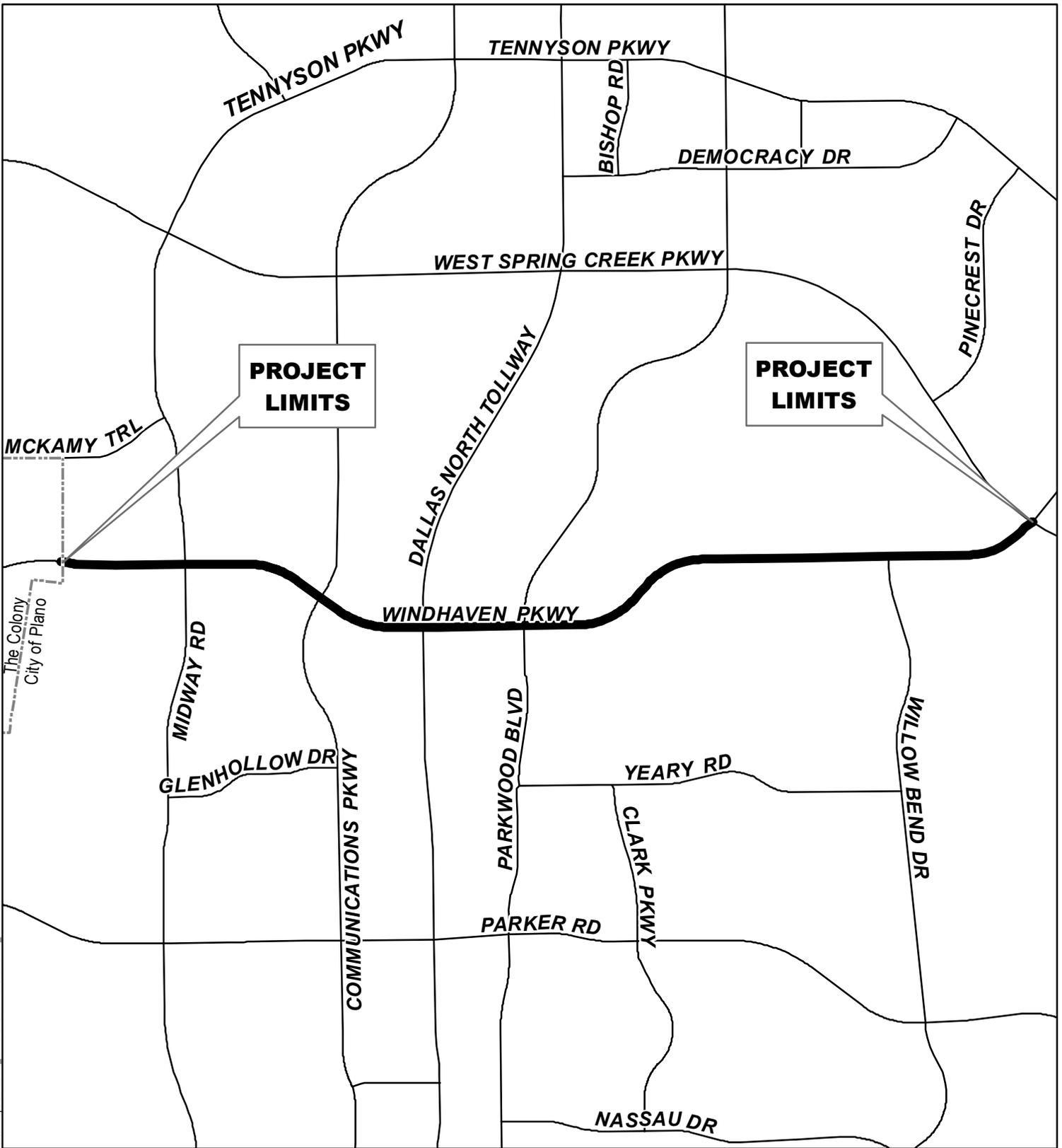
ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION  
 CITY OF PLANO TEXAS

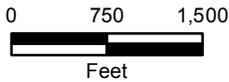


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|  |                                  |  |                         |                   |
|--|----------------------------------|--|-------------------------|-------------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                  |  |                         |                   |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                  |  |                         |                   |
| Council Meeting Date:  |                                  | 02/23/15   |                         |                   |
| Department:  |                                  | Engineering  |                         |                   |
| Department Head:   |                                  | Jack Carr, P.E.                                    |                         |                   |
| Agenda Coordinator (include phone #):  |                                  | Kathleen Schonke (7198)                            |                         | Project No. 5741  |
| <b>CAPTION</b>   |                                  |  |                         |                   |
| Bid No. 2015-015-B for the Windhaven – Spring Creek Parkway to West City Limits project to McMahon Contracting, L.P., in the amount of \$3,264,834 and authorizing the City Manager to execute all necessary documents.  |                                  |  |                         |                   |
| <b>FINANCIAL SUMMARY</b>   |                                  |  |                         |                   |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP  |                                  |  |                         |                   |
| FISCAL YEAR: <b>2014-15</b>  | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> | <b>TOTALS</b>     |
| Budget   | 72,286                           | 3,773,214  | 0                       | <b>3,845,500</b>  |
| Encumbered/Expended Amount   | -72,286                          | -102,041   | 0                       | <b>-174,327</b>   |
| This Item  | 0                                | -3,264,834   | 0                       | <b>-3,264,834</b> |
| BALANCE  | 0                                | 406,339  | 0                       | <b>406,339</b>    |
| <b>FUND(S):    STREET IMPROVEMENTS CIP</b>   |                                  |  |                         |                   |
| <b>COMMENTS:</b> Funding is available in the 2014-15 Street Improvements CIP for this item. Construction of additional lanes on Windhaven Parkway, in the amount of \$3,264,834, will leave a current year balance of \$406,339 available for further expenditures on Windhaven – Spring Creek Parkway to West City Limits project or other street improvements. |                                  |  |                         |                   |
| <b>STRATEGIC PLAN GOAL:</b> Constructing improvements on Windhaven Parkway relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.  |                                  |  |                         |                   |
| <b>SUMMARY OF ITEM</b>   |                                  |  |                         |                   |
| Staff recommends the bid of McMahon Contracting, L.P., in the amount of \$3,264,833.54, be accepted as the lowest responsible bid, conditioned on timely execution of any necessary contract documents.  |                                  |  |                         |                   |
| The second lowest bidder is Tiseo Paving, Co. in the amount of \$3,414,288.48.   |                                  |  |                         |                   |
| The engineer's estimate was \$3,900,000.   |                                  |  |                         |                   |
| The purpose of this project is to add two lanes of paving on Windhaven Parkway from Spring Creek Parkway to the west city limits.  |                                  |  |                         |                   |
| <a href="https://www.google.com/maps/search/windhaven+parkway+and+spring+creek+parkway+to+west+city+of+plano+limit/@33.0592679,-96.8602501,14z/data=!3m1!4b1">https://www.google.com/maps/search/windhaven+parkway+and+spring+creek+parkway+to+west+city+of+plano+limit/@33.0592679,-96.8602501,14z/data=!3m1!4b1</a>  |                                  |  |                         |                   |
| List of Supporting Documents:  |                                  | Other Departments, Boards, Commissions or Agencies |                         |                   |
| Location Map, Bid Recap  |                                  | N/A  |                         |                   |

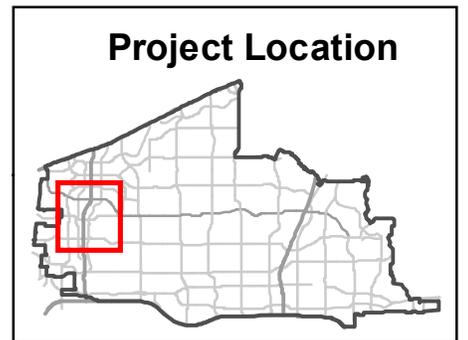


sharif/2/5/2015 C:\Analyst\Projects\Engineering\Council\Legend\Locator\Maps\02-05-15-Windhaven\Windhaves741.mxd



## Windhaven – Spring Creek Parkway to West City Limits Project No. 5741

February, 2015  
City of Plano GIS Division



# CITY OF PLANO

**Bid No. 2015-015-B**

**Windhaven-Spring Creek Parkway to West City Limits – Project No. 5741 –  
TxDOT Project No. CSJ 0918-24-143**

## **Bid Recap**

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**Bid opening Date/Time:** January 30, 2015 @ 2:00 PM

**Number of Vendors Notified:** 7,092

**Vendors Submitting “No Bids”:** 0

**Number of Bids Submitted:** 4

| <b><u>Vendor Name</u></b>                      | <b><u>Total Base Bid</u></b> |
|--|------------------------------|
| McMahon Contracting, L.P.                      | \$3,264,833.54               |
| Tiseo Paving, Co.                              | \$3,414,288.48               |
| Munilla Construction Management, LLC d/b/a MCM | \$3,714,949.90               |
| Pavecon Public Works, L.P.                     | \$4,172,922.46               |

**Recommended Vendor(s):**  
McMahon Contracting, L.P. \$3,264,833.54

*Corey Isaacs*  
\_\_\_\_\_  
Corey Isaacs, Buyer II

February 3, 2015  
\_\_\_\_\_  
Date



# CITY OF PLANO COUNCIL AGENDA ITEM

|                                  |                                  |                                    |
|----------------------------------|----------------------------------|------------------------------------|
| <b>CITY SECRETARY'S USE ONLY</b> |                                  |                                    |
| <input type="checkbox"/> Consent | <input type="checkbox"/> Regular | <input type="checkbox"/> Statutory |

|                                       |                                   |
|---------------------------------------|-----------------------------------|
| Council Meeting Date:                 | 02/23/2015                        |
| Department:                           | Public Works/David Falls          |
| Department Head                       | Gerald P. Cosgrove                |
| Agenda Coordinator (include phone #): | <b>Shawn Breen (972.769.4193)</b> |

**CAPTION**

Bid No. 2015-125-P, for the Concrete Sidewalk Requirements Contract I, with two (2) optional renewals, Project No. 6499 for Public Works to XIT Paving & Construction, Inc. in the amount of \$692,000 and authorizing the City Manager or his authorized designee to execute all necessary documents.

| <b>FINANCIAL SUMMARY</b>  |                          |                 |                 |                   |
|---|--------------------------|-----------------|-----------------|-------------------|
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP |                          |                 |                 |                   |
| FISCAL YEAR:  | Prior Year<br>(CIP Only) | Current<br>Year | Future<br>Years | TOTALS            |
| <b>FY 2014-15,<br/>FY 2015-16,<br/>FY 2016-17</b>   |                          |                 |                 |                   |
| Budget  | 1,416,637                | 2,483,363       | 2,700,000       | <b>6,600,000</b>  |
| Encumbered/Expended Amount  | -1,416,637               | -1,604,136      | 0               | <b>-3,020,773</b> |
| This Item   | 0                        | -692,000        | -1,384,000      | <b>-2,076,000</b> |
| BALANCE   | 0                        | 187,227         | 1,316,000       | <b>1,503,227</b>  |

**FUND(s):** CAPITAL RESERVE FUND

**COMMENTS:** Funding is available in the the 2014-15 Capital Reserve CIP for a concrete sidewalk requirements contract and planned in future CIPs. This item, in the amount of \$692,000 annually with two optional renewals, will leave a current year balance of \$187,227 available for further sidewalk repairs in Plano.

**STRATEGIC PLAN GOAL:** Repairing sidewalks relates to the City's goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1<sup>st</sup> Choice to Live.

**SUMMARY OF ITEM**

Public Works recommends the bid for the Concrete Sidewalk Requirements Contract I to XIT Paving & Construction, Inc., in the amount of \$692,000.00, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the repair of 70,000 SF of concrete sidewalk at various locations throughout the City of Plano.

Engineer's estimate for this project is \$689,700.00

|  |  |
|--|--|
| List of Supporting Documents:<br>Bid Recap; Location Map | Other Departments, Boards, Commissions or Agencies |
|--|--|

# CITY OF PLANO

## BID NO. 2015-125-P Concrete Sidewalk Requirements Contract I Project No. 6499 Bid Recap

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**Bid opening Date/Time:** January 30, 2015 @ 1:30PM

**Number of Vendors Notified:** 1241

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

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

**Number of Bids Submitted:** 5

| <b><u>Vendor Name</u></b>       | <b><u>Total Bid</u></b> |
|---------------------------------|-------------------------|
| XIT Paving & Construction, Inc. | \$692,000.00            |
| Ti-Zack Concrete, Inc           | \$696,300.00            |
| Jim Bowman Construction Co, LP  | \$764,000.00            |
| Jerusalem Corporation.          | \$777,000.00            |
| Cole Construction               | \$839,500.00            |

**Recommended Vendor(s):**

XIT Paving and Construction, Inc. \$692,000.00

*Nancy Corwin*

January 30, 2015

\_\_\_\_\_  
Nancy Corwin, Buyer

\_\_\_\_\_  
Date





# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                  |                                  |  |                         |                  |
|--|------------------|----------------------------------|--|-------------------------|------------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                  |                                  |  |                         |                  |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                  |                                  |  |                         |                  |
| Council Meeting Date:  |                  | 2/23/2015                        |  |                         |                  |
| Department:  |                  | Technology Services              |  |                         |                  |
| Department Head  |                  | David Stephens                   |  |                         |                  |
| Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>   |                  |                                  |  |                         |                  |
| <b>CAPTION</b>   |                  |                                  |  |                         |                  |
| Bid No. 2015-87-C for 1 year contract with 3 City optional renewals, for an automated tape library system for Technology Services to CDW Government LLC in the amount of \$155,487, and authorizing the City Manager to execute all necessary documents.   |                  |                                  |  |                         |                  |
| <b>FINANCIAL SUMMARY</b>   |                  |                                  |  |                         |                  |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                  |                                  |  |                         |                  |
| FISCAL YEAR:   | <b>FY2014-15</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> | <b>TOTALS</b>    |
| Budget   |                  | 0                                | 1,739,500  | 0                       | <b>1,739,500</b> |
| Encumbered/Expended Amount   |                  | 0                                | -40,648  | 0                       | <b>-40,648</b>   |
| This Item  |                  | 0                                | -155,487   | 0                       | <b>-155,487</b>  |
| BALANCE  |                  | 0                                | 1,543,365  | 0                       | <b>1,543,365</b> |
| <b>FUND(s):    TECHNOLOGY SERVICES REPLACEMENT FUND</b>  |                  |                                  |  |                         |                  |
| <p><b>COMMENTS:</b> Funding is available in the 2014-15 Technology Services Replacement Fund Budget for this item. The purchase of an Automated Tape Library System in the amount of \$155,487, which includes hardware, software and four years of support, will leave a current year balance of \$1,543,365 available to replace additional hardware used by the City of Plano.</p> <p><b>STRATEGIC PLAN GOAL:</b> Replacing obsolete technology that is no longer supported with new equipment to safeguard the City's backup data and ensure disaster recovery capabilities relates to the City's goal of Financially Strong City with Service Excellence.</p> |                  |                                  |  |                         |                  |
| <b>SUMMARY OF ITEM</b>   |                  |                                  |  |                         |                  |
| The Technology Services staff recommends the purchase of the automated tape library system that includes hardware, software and four years of support in the amount of \$155,487.  |                  |                                  |  |                         |                  |
| List of Supporting Documents:  |                  |                                  | Other Departments, Boards, Commissions or Agencies |                         |                  |
| Memorandum   |                  |                                  |  |                         |                  |
| Bid Recap  |                  |                                  |  |                         |                  |



# Memorandum

**Date:** February 5, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** David Stephens, Chief Information Officer  
**Subject:** Award of 2015-87-C, Automated Tape Library System

Technology Services recommends award of the Automated Tape Library System to CDW Government LLC, (CDW-G) the lowest, responsive, responsible bidder for the above bid. CDW-G submitted the Hewlett Packard (HP) solution. The tape library is used as part of the backup and disaster recovery operations for all City data. This new tape library will replace an existing tape library that has been discontinued and is reaching the end of its service life.

The awarded amount of \$155,487.00 includes hardware, software and four years of support on both hardware and software.

If this hardware, software and support were not available, Technology Services would not be able to ensure that proper backup and disaster recovery processes were in place to meet best practices for data recovery.

**CITY OF PLANO**  
**BID NO. 2015-87-C**  
**Automated Tape Library**  
**BID RECAP**

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**Bid opening Date/Time:** January 5, 2015 @ 3:00 pm

**Number of Vendors Notified:** 1947

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

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

**Number of Bids Submitted Responsive to Bid:** 4

|                          |              |
|--------------------------|--------------|
| CDW Government LLC       | \$155,487.00 |
| Ramsys Storage Solutions | \$180,455.74 |
| Luminate                 | \$190,300.36 |
| Petrosys Solutions, Inc. | \$252,368.52 |

**Recommended Vendor:**

|                    |              |
|--------------------|--------------|
| CDW Government LLC | \$155,487.00 |
|--------------------|--------------|

***Dianna Wike***

January 20, 2015

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Dianna Wike, C.P.M.  
Contract Analyst Sr.

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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:  | February 23, 2015 |
| Department:  | Fire              |
| Department Head  | Martin Wade       |
| Agenda Coordinator (include phone #): <b>Kellie Boyer x 7248</b>                                     |                   |

## CAPTION

CSP No. 2015-30-C for a five year contract for the provision of Fire Uniforms for the Fire Department to Red the Uniform Tailor in the estimated total contract amount of \$910,000, and authorizing the City Manager to execute all necessary documents.

## FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

| FISCAL YEAR:  | Prior Year<br>(CIP Only) | Current<br>Year | Future<br>Years | TOTALS          |
|---|--------------------------|-----------------|-----------------|-----------------|
| <b>2014-15; 2015-16;<br/>2016-17;<br/>2017-18; 2018-19,<br/>2019-20</b> |                          |                 |                 |                 |
| Budget  | 0                        | 280,000         | 630,000         | <b>910,000</b>  |
| Encumbered/Expended Amount  | 0                        | 0               | 0               | <b>0</b>        |
| This Item   | 0                        | -280,000        | -630,000        | <b>-910,000</b> |
| BALANCE   | 0                        | 0               | 0               | <b>0</b>        |

**FUND(S): GENERAL FUND**

**COMMENTS:** This item establishes an annual contract for Fire rescue uniform purchases and approves price quotes. Expenditures will be made in the Fire Department cost center based on need within the approved budget appropriations for each year of the contract. The estimated expenditure for uniforms to be purchased from this contract for the remainder of fiscal year 2014-15 is \$280,000. This amount includes the 2014-15 annual budget amount of \$140,000 plus a carry-forward amount of \$140,000 from fiscal year 2013-14. The contract period overlaps fiscal years and all future purchases will be made within the annually approved budget appropriations at an estimated annual expenditure of \$140,000 per year for fiscal years 2015-16, 2016-17, 2017-18 and 2018-19 and \$70,000 for the portion of the contract period in fiscal year 2019-20.

**STRATEGIC PLAN GOAL:** A contract for the purchase of Fire rescue uniforms relates to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.

## SUMMARY OF ITEM

The Fire Department recommends the award of the Plano Fire Rescue Uniforms to Red the Uniform Tailor in the estimated total contract amount of \$910,000. This total includes an initial bulk purchase to outfit the department and all subsequent contract years, with room to account for additional items needed for new employees and replacements. Expenditures will not exceed budget appropriations.



# CITY OF PLANO COUNCIL AGENDA ITEM

| List of Supporting Documents:<br>Memo<br>CSP Recap | Other Departments, Boards, Commissions or Agencies |
|--|--|
|  |  |



# FIRE CHIEF MEMORANDUM

Date: February 6, 2015  
To: Diane Palmer-Boeck, Chief Purchasing Officer  
From: Marty Wade, Fire Chief  
Subject: Recommendation – Bid #2015-30-C Plano Fire Rescue Uniforms

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This memorandum is intended to outline the goals of the uniform committee, uniform evaluation and wear test, services required by the uniform provider and finally the recommendation for awarding the City of Plano (COP) contract to provide uniform items for Plano Fire Rescue (PFR).

Chief Crawford formed the Uniform Committee in August of 2013. The committee had its first meeting on August 26, 2013 and was tasked with identifying a uniform that provided a professional appearance, was more comfortable and was not as hot in the summer months. The committee evaluated the daily work uniform, fitness attire, foot wear and hats. PFR also wanted to implement a “quarter master” type system that would allow personnel to order the uniform items they needed. The desire was to have an online ordering system personnel could use for ordering that would also supply the PFR with detailed reports for accounting purposes. This system would also free up time for our Logistics personnel for other duties.

The Uniform Committee met with purchasing on January 31, 2014 to look at the sample uniforms sent by vendors to consider for a wear test. The committee recommended a wear test of uniform items from 511, Work-Rite and Blauer. The wear test was performed from Monday May 5, 2014 to Wednesday July 30, 2014. Personnel involved in the wear test preferred the Blauer uniform items. The final recommendation on new uniforms was provided to the Chief on October 4, 2014.

Purchasing sent out a Competitive Sealed Proposal (CSP) to 1675 vendors on December 10, 2014. We received proposals from Enigma Tactical, GST Public Safety Supply and Red the Uniform Tailor. An evaluation meeting was held on Friday January 9, 2015 to determine which proposal would best meet PFR needs. Based on this evaluation, PFR recommends awarding Bid #2015-30-C Plano Fire Rescue Uniforms to Red the Uniform Tailor.

PFR has purchased minimal uniform items for field personnel for both 2013/2014 and 2014/2015 budget years anticipating a new uniform and a new uniform contact. The professional appearance and image of PFR personnel may be harmed if we do not get new uniforms soon with this contract.

Please do not hesitate to contact me if you have any questions.

Marty Wade  
Fire Chief (Interim)

**CITY OF PLANO**  
**CSP NO. 2015-30-C**  
**Plano Fire Rescue Uniforms**  
**CSP RECAP**

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**CSP opening Date/Time:** December 10, 2014

**Number of Vendors Notified:** 1675

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

**Number of Proposals Submitted Non-Responsive:** 0

**Number of Proposals Submitted:** 3

|                        | <u>5-Year Totals</u> |
|------------------------|----------------------|
| Enigma Tactical        | \$ 728,867.00        |
| GST Public Safety      | \$ 732,977.40        |
| Red The Uniform Tailor | \$ 765,745.26        |

**Recommended Vendor:**

|                        |               |
|------------------------|---------------|
| Red The Uniform Tailor | \$ 765,745.26 |
|------------------------|---------------|

*Teresa Shelstad*

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Teresa Shelstad  
Buyer

*February 5, 2015*

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Date



# CITY OF PLANO COUNCIL AGENDA ITEM

|   |                                  |                              |  |                 |
|---|----------------------------------|------------------------------|--|-----------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                                  |                              |  |                 |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                                  |                              |  |                 |
| Council Meeting Date:   |                                  | 2/23/15                      |  |                 |
| Department:   |                                  | Public Safety Communications |  |                 |
| Department Head   |                                  | Susan Carr                   |  |                 |
| Agenda Coordinator (include phone #): <b>Sharron Mason x7247</b>  |                                  |                              |  |                 |
| <b>CAPTION</b>  |                                  |                              |  |                 |
| To approve the purchase of cable installation for Public Safety Communications in the amount of \$67,245 from ABLE Communications, Inc., through an existing contract and authorizing the City Manager to execute all necessary documents. (Contract No. 2011-195-C)  |                                  |                              |  |                 |
| <b>FINANCIAL SUMMARY</b>  |                                  |                              |  |                 |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP  |                                  |                              |  |                 |
| FISCAL YEAR: <b>2014-15</b>   | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>      | <b>Future<br/>Years</b>                                  | <b>TOTALS</b>   |
| Budget  | 0                                | 319,424                      | 0  | <b>319,424</b>  |
| Encumbered/Expended Amount  | 0                                | -175,914                     | 0  | <b>-175,914</b> |
| This Item   | 0                                | -67,245                      | 0  | <b>-67,245</b>  |
| BALANCE   | 0                                | 76,265                       | 0  | <b>76,265</b>   |
| <b>FUND(s):    911 WIRE-LINE FEES FUND, TECHNOLOGY IMPROVEMENTS CIP</b>   |                                  |                              |  |                 |
| <p><b>COMMENTS:</b> Funding is available in the 2014-15 Operating Budget and CIP for this item. The installation of Data, Phone and Radio wiring for Public Safety Communications, in the amount of \$67,245, will leave a current year balance of \$76,265 available for further Radio System Infrastructure project expenditures.</p> <p><b>STRATEGIC PLAN GOAL:</b> Installing cabling to assure Public Safety Communications systems and equipment is integrated into multiple City networks relates to the City's goal of a Safe Large City.</p> |                                  |                              |  |                 |
| <b>SUMMARY OF ITEM</b>  |                                  |                              |  |                 |
| To approve the purchase of cable installation from ABLE Communications, Inc., in the amount of \$67,245, utilizing existing contract no. 2011-195-C Voice and Data Wiring Services. ABLE Communications, Inc., is the contracted cable vendor for the City. (City of Plano Internal Contract No. 2015-170-B)  |                                  |                              |  |                 |
| List of Supporting Documents:<br>Recommendation Memo  |                                  |                              | Other Departments, Boards, Commissions or Agencies<br>NA |                 |



# Memorandum

**Date:** February 5, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Susan Carr, PSC Director  
**Subject:** Recommendation of Award – ABLE Communications

The ability for the Public Safety Communications department (PSC) to offer services depends upon the availability of 911 telephone services. Those systems must be connected to multiple networks.

Pursuant to the approval of the purchase of the Airbus 9-1-1 equipment (Next Generation 9-1-1 ready equipment), reconfiguration and additional XYBIX workstations, additional Computer Aided Dispatch (CAD) and Motorola Radio pc's, PSC will require a method of connecting the equipment to the new network switch Technology Services will be installing. ABLE Communications, Inc., is the contracted cable vendor for the City of Plano. ABLE Communications, Inc., reviewed our current configuration with the new equipment being installed and provided a solution acceptable to both PSC and TS. The total for all labor and materials is \$67,245.

Funding is available through the above listed projects; \$24,000 will be funded through the radio CIP project 94.205, and the balance will be funded from Wireline Fees.

If this purchase is not approved, the PSC computers, radios and phones will not be able to be connected in the main operations room.



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|   |                                  |  |                         |                |
|---|----------------------------------|--|-------------------------|----------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                                  |  |                         |                |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                                  |  |                         |                |
| Council Meeting Date:   |                                  | 2/23/15  |                         |                |
| Department:   |                                  | Public Works                                       |                         |                |
| Department Head   |                                  | Gerald Cosgrove                                    |                         |                |
| Agenda Coordinator (include phone #): <b>Lincoln Thompson x7376</b>   |                                  |  |                         |                |
| <b>CAPTION</b>  |                                  |  |                         |                |
| To approve the purchase of two (2) Vermeer Model No. BC1000XL Brush Chippers in the amount of \$59,574 from Vermeer of Texas-Louisiana through an existing TASB/BuyBoard contract and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13)  |                                  |  |                         |                |
| <b>FINANCIAL SUMMARY</b>  |                                  |  |                         |                |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP   |                                  |  |                         |                |
| FISCAL YEAR: <b>2014-15</b>   | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> | <b>TOTALS</b>  |
| Budget  | 0                                | 65,000   | 0                       | <b>65,000</b>  |
| Encumbered/Expended Amount  | 0                                | 0  | 0                       | <b>0</b>       |
| This Item   | 0                                | -59,574  | 0                       | <b>-59,574</b> |
| BALANCE   | 0                                | 5,426  | 0                       | <b>5,426</b>   |
| <b>FUND(S):    EQUIPMENT REPLACEMENT FUND, GENERAL FUND</b>   |                                  |  |                         |                |
| <p><b>COMMENTS:</b> Funds are available in the FY 2014-15 Adopted Budget to purchase two (2) Vermeer #BC1000XL Brush Chippers for the scheduled replacement of units #15819 and #49051 in Cost Center #648/Ground Maintenance Dist #2. One unit is a new addition in Cost Center #649/Natural Resources. Remaining balance will be used for other Fleet and Equipment purchases.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing two (2) Vermeer #BC1000XL Brush Chippers for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.</p>                              |                                  |  |                         |                |
| <b>SUMMARY OF ITEM</b>  |                                  |  |                         |                |
| Fleet Services recommends the purchase of two (2) Vermeer Model No. BC1000XL Brush Chippers in the amount of \$59,574 from Vermeer of Texas-Louisiana through an existing TASB/BuyBoard contract. 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. 424-13 / City of Plano Internal Contract No. 2015-139-O) |                                  |  |                         |                |
| List of Supporting Documents:   |                                  | Other Departments, Boards, Commissions or Agencies |                         |                |
| Memo  |                                  | NA   |                         |                |



# Memorandum

**Date:** February 6, 2015  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Brush Chipper Purchase Recommendation

It is the recommendation of Fleet Services to purchase two (2) Vermeer #BC1000XL Brush Chippers from Vermeer of Texas-Louisiana through the TASB/BuyBoard contract # 424-13 in the amount of \$59,573.92.

In order to garner competition, Purchasing Division requested quotes from six vendors, through two cooperative purchasing contracts, and found the best value for the Brush Chipper was from the TASB/Buyboard contract with Vermeer of Texas-Louisiana.

One unit is for a new addition to Cost Center 649/Natural Resources approved in the FY14-15 Capital outlay. The second unit is for the replacement of units 15819 and 49051 in Cost Center 648/Ground Maintenance #2 approved in the FY14-15 Equipment Replacement Fund.

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



# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                |                                  |  |                         |
|--|----------------|----------------------------------|--|-------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                |                                  |  |                         |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                |                                  |  |                         |
| Council Meeting Date:  |                | February 23, 2015                |  |                         |
| Department:  |                | Public Works                     |  |                         |
| Department Head  |                | Gerald Cosgrove                  |  |                         |
| Agenda Coordinator (include phone #): <b>Lincoln Thompson x7376</b>  |                |                                  |  |                         |
| <b>CAPTION</b>   |                |                                  |  |                         |
| To rescind award to John Deere & Company on January 12, 2015 in the amount of \$68,430 and to approve the purchase of one (1) John Deere Tractor with Flex Wing Mower for Fleet Services in the amount of \$70,305 from John Deere & Company through an existing contract with TXMAS and authorizing the City Manager to execute all necessary documents. (TXMAS-7-51V050)   |                |                                  |  |                         |
| <b>FINANCIAL SUMMARY</b>   |                |                                  |  |                         |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                |                                  |  |                         |
| FISCAL YEAR:   | <b>2014-15</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> |
|  |                |                                  |  | <b>TOTALS</b>           |
| Budget   |                | 0                                | 70,000   | 0                       |
| Encumbered/Expended Amount   |                | 0                                | 0  | 0                       |
| This Item  |                | 0                                | -70,305  | 0                       |
| BALANCE  |                | 0                                | - 305  | 0                       |
| <b>FUND(S):    EQUIPMENT REPLACEMENT FUND</b>  |                |                                  |  |                         |
| <b>COMMENTS:</b> Funds are available in the FY 2014-15 Adopted Budget to purchase one (1) John Deere Tractor with Flex Wing Mower as a new addition for Cost Center #649/Natural Resources. The additional funds of \$305 needed for this purchase are available from savings in other Equipment Replacement Fund purchases.   |                |                                  |  |                         |
| <b>STRATEGIC PLAN GOAL:</b> Providing one (1) John Deere Tractor with Flex Wing Mower for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.  |                |                                  |  |                         |
| <b>SUMMARY OF ITEM</b>   |                |                                  |  |                         |
| Fleet Services recommends the purchase of one (1) John Deere Tractor with Flex Wing Mower from John Deere & Company in the amount of \$70,305 utilizing the TXMAS contract # 7-51V050. The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. |                |                                  |  |                         |
| List of Supporting Documents:  |                |                                  | Other Departments, Boards, Commissions or Agencies |                         |
| Memo   |                |                                  |  |                         |



# Memorandum

**Date:** January 28, 2015  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Tractor/Mower Purchase Recommendation

On January 12, 2015 City Council approved the purchase of a John Deere Tractor with Flex Wing Mower from John Deere & Company through HGAC contract #GR01-12 in the amount of \$68,429.96, based on 2014 pricing. Due to contract being awarded in 2015, the contract price of \$68,429.96 was no longer valid. It is the recommendation of Fleet Services to rescind this award and purchase one (1) John Deere 5100M tractor with Flex Wing mower from John Deere & Company through the TXMAS-7-51V050 contract in the amount of \$70,304.72.

In order to garner competition, Purchasing Division requested quotes from four vendors, (John Deere, Landmark Equipment, Luber Brothers and Professional Turf Products) through three cooperative purchasing contracts, (HGAC, TASB/Buyboard and TXMAS) and found the best value for the 4WD Tractor and Flex Wing mower was from the TXMAS Contract with John Deere & Company.

This tractor and mower is approved as a new addition to the fleet in Cost Center 649/Natural Resources in the FY14-15 Capital Outlay.

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



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|   |                                  |                         |  |                |
|---|----------------------------------|-------------------------|--|----------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                                  |                         |  |                |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                                  |                         |  |                |
| Council Meeting Date:   |                                  | 2/23/15                 |  |                |
| Department:   |                                  | Public Works            |  |                |
| Department Head   |                                  | Gerald Cosgrove         |  |                |
| Agenda Coordinator (include phone #): <b>Lincoln Thompson x7376</b>   |                                  |                         |  |                |
| <b>CAPTION</b>  |                                  |                         |  |                |
| To approve the purchase of one (1) John Deere 5100M Tractor in the amount of \$48,043 from John Deere & Company through an existing TXMAS contract and one (1) Tiger Triple Flail Mower in the amount of \$49,263 from Tiger Mower Corporation through an existing TASB/BuyBoard contract, for a total amount of \$97,306 and authorizing the City Manager to execute all necessary documents. (TXMAS Contract No. TXMAS-7-51V050 / TASB/BuyBoard Contract No. 447-14)  |                                  |                         |  |                |
| <b>FINANCIAL SUMMARY</b>  |                                  |                         |  |                |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP   |                                  |                         |  |                |
| FISCAL YEAR: <b>2014-15</b>   | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b> | <b>Future<br/>Years</b>                            | <b>TOTALS</b>  |
| Budget  | 0                                | 100,000                 | 0  | <b>100,000</b> |
| Encumbered/Expended Amount  | 0                                | 0                       | 0  | <b>0</b>       |
| This Item   | 0                                | -97,306                 | 0  | <b>-97,306</b> |
| BALANCE   | 0                                | 2,694                   | 0  | <b>2,694</b>   |
| <b>FUND(s):    EQUIPMENT REPLACEMENT FUND</b>   |                                  |                         |  |                |
| <b>COMMENTS:</b> Funds are available in the FY 2014-15 Adopted Budget to purchase one (1) John Deere 5100M Tractor and one (1) Tiger Triple Flail Mower for the scheduled replacement of one unit in Cost Center #648/Ground Maintenance Services District #2 unit #01167. Remaining balance will be used for other Fleet and Equipment purchases.<br><b>STRATEGIC PLAN GOAL:</b> Providing one (1) John Deere 5100M Tractor and one (1) Tiger Triple Flail Mower for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.   |                                  |                         |  |                |
| <b>SUMMARY OF ITEM</b>  |                                  |                         |  |                |
| Fleet Services recommends the purchase of one (1) John Deere 5100M Tractor in the amount of \$48,043 from John Deere & Company through an existing TXMAS contract and one (1) Tiger Triple Flail Mower in the amount of \$49,263 from Tiger Mower Corporation through an existing TASB/BuyBoard contract, for a total amount of \$97,306. 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. (TXMAS Contract No. TXMAS-7-51V050 / TASB/BuyBoard Contract No. 447-14 / City of Plano Internal Contract No. 2015-124-O) |                                  |                         |  |                |
| List of Supporting Documents:   |                                  |                         | Other Departments, Boards, Commissions or Agencies |                |
| Memo  |                                  |                         | NA   |                |



# Memorandum

**Date:** January 22, 2015  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Tractor/Mower Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) John Deere 5100M Tractor from John Deere & Company through the TXMAS-7-51V050 contract in the amount of \$48,042.80 and one (1) Tiger Triple Flail Mower from Tiger Mower Corporation through the TASB/BuyBoard Contract No. 447-14 in the amount of \$49,262.58.

In order to garner competition, Purchasing Division requested quotes from six vendors, through three cooperative purchasing contracts.

This tractor and mower is approved as a replacement for unit 01167 in Cost Center 648/Ground Maintenance Dist. #2 in the FY14-15 Capital Outlay.

Due to the age and hours, Fleet Services recommends this unit be replaced. If not replaced, we could see a higher cost in vehicle maintenance and increased downtime that could limit the Department in their capacity to maintain the City's Parks.

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



# CITY OF PLANO COUNCIL AGENDA ITEM

|  |  |                                  |                         |                         |                   |
|--|--|----------------------------------|-------------------------|-------------------------|-------------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |  |                                  |                         |                         |                   |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |  |                                  |                         |                         |                   |
| Council Meeting Date:  |  | 2/23/2015                        |                         |                         |                   |
| Department:  |  | Purchasing                       |                         |                         |                   |
| Department Head  |  | Diane Palmer-Boeck               |                         |                         |                   |
| Agenda Coordinator (include phone #): <b>Corey Isaacs x5512</b>  |  |                                  |                         |                         |                   |
| <b>CAPTION</b>   |  |                                  |                         |                         |                   |
| To approve the purchase of office supplies for City departments in the estimated annual amount of \$340,000 from Office Depot, Inc. through an existing contract with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager to execute all necessary documents. (TCPN #R141703)  |  |                                  |                         |                         |                   |
| <b>FINANCIAL SUMMARY</b>   |  |                                  |                         |                         |                   |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |  |                                  |                         |                         |                   |
| FISCAL YEAR:   | <b>2014-15 thru<br/>2019-20;<br/>Annual<br/>Contract with<br/>Renewals</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b> | <b>Future<br/>Years</b> | <b>TOTALS</b>     |
| Budget   |  | 0                                | 198,333                 | 1,501,667               | <b>1,700,000</b>  |
| Encumbered/Expended Amount   |  | 0                                | 0                       | 0                       | <b>0</b>          |
| This Item  |  | 0                                | -198,333                | -1,501,667              | <b>-1,700,000</b> |
| BALANCE  |  | 0                                | 0                       | 0                       | <b>0</b>          |
| <b>FUND(S):    VARIOUS FUNDS</b>   |  |                                  |                         |                         |                   |
| <p><b>COMMENTS:</b> This item approves price quotes. Expenditures will be made in the various funds and cost centers within the City of Plano based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2014-15 is \$198,333. The estimated future annual amount to be spent in FY 2015-16 \$340,000, FY 2016-17 \$340,000, FY 2017-18 \$340,000, FY 2018-19 \$340,000 and FY 2019-20 is \$141,667. The contract term will begin March 1, 2015 and run through the end of February 28, 2018 with renewals for two (2) additional one (1) year renewals. All expenditures will be made within annually approved budget appropriations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing office supplies, related products and office services for various departments within the City of Plano relates to the City's goal of a Financially Strong City with Service Excellence.</p> |  |                                  |                         |                         |                   |
| <b>SUMMARY OF ITEM</b>   |  |                                  |                         |                         |                   |
| Staff recommends the purchase of office supplies from Office Depot, Inc. in the estimated annual amount of \$340,000 through an existing contract with The Cooperative Purchasing Network (TCPN #R141703). 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  |  |                                  |                         |                         |                   |



# CITY OF PLANO COUNCIL AGENDA ITEM

satisfies any State Law requiring local governments to seek competitive bids for items. (City of Plano Contract #2015-145-I).

List of Supporting Documents:  
Memorandum

Other Departments, Boards, Commissions or Agencies



# Memorandum

**Date:** February 11, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Dianna Wike, Senior Contract Analyst  
Corey Isaacs, Buyer II  
**Subject:** Office Supplies, Related Products and Office Services Recommendation

Award Recommendation: Office Depot, Inc. through The Cooperative Purchasing Network (TCPN) Contract R141703 for Office Supplies, Related Products and Office Services.

Contract Term: March 1, 2015 to February 28, 2018.

Renewals: Two (2) additional one (1) year renewals.

Process: A review of available cooperative options was conducted. Two (2) major office supply companies representing three (3) cooperative contracts were contacted with a request for information and pricing. The information requested covered a variety of issues:

- Request for contract and award documents
- Contract term(s)
- Pricing structures
- Rebate programs
- Warehousing and delivery programs
- E-Commerce/Website ordering
- Retail purchases

Cooperative Contract

The Cooperative Purchasing Network (TCPN) R141703  
National Intergovernmental Purchasing Alliance (NIPA) 618-000-11-1  
National Joint Powers Alliance (NJPA) 031210

Vendor

Office Depot, Inc.  
Office Depot, Inc.  
Staples

Information was reviewed and compared against current Office Depot, Inc. TCPN contract, utilizing item and pricing history for over 400 market basket line items over a 12-month period.

Upon final review, it is our recommendation that it is the best interest of the City to utilize Office Depot, Inc. under the terms of the TCPN Contract R141703 for the following reasons:

- Pricing is comparative and considered fair and reasonable
- E-Commerce/Website ordering is convenient and continuity is maintained for the end users
- Delivery remains uninterrupted

- A/P processing of invoices is fluid
- Contract allows for in-store retail purchases at the same contract price
- The NJPA Contract 031210 with Staples expires 07/31/2015
- The NIPA Contract 618-000-11-1 with Office Depot, Inc. expires 10/17/2016
- The TCPN Contract R141703 with Office Depot, Inc. expires 02/28/2018 and has two (2) additional one (1) year renewals, which could extend the contract to 02/28/2020

If the contract is not awarded, increased spending in office supplies would result due to a lack of contract pricing and the City would not be provided a commitment from a supplier to ensure availability and price stability. The Accounts Payable workload would increase due to invoicing from multiple suppliers. The City would lose in-store retail purchasing at contracted pricing as well as e-commerce/website ordering from a dedicated supplier, and the streamlined delivery process of office supplies would also be disrupted.



# CITY OF PLANO COUNCIL AGENDA ITEM

|   |                |                                  |  |                         |
|---|----------------|----------------------------------|--|-------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                |                                  |  |                         |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                |                                  |  |                         |
| Council Meeting Date:   |                | 2/23/2015                        |  |                         |
| Department:   |                | Technology Services              |  |                         |
| Department Head   |                | David Stephens                   |  |                         |
| Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>  |                |                                  |  |                         |
| <b>CAPTION</b>  |                |                                  |  |                         |
| To approve the purchase of firewalls manufactured by Palo Alto Networks for the planned upgrades to the Public Safety Communications area in the amount of \$64,558 from Solid Border, Inc., through an existing contract and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2700)   |                |                                  |  |                         |
| <b>FINANCIAL SUMMARY</b>  |                |                                  |  |                         |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP   |                |                                  |  |                         |
| FISCAL YEAR:  | <b>2014-15</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> |
|   |                |                                  |  | <b>TOTALS</b>           |
| Budget  |                | 0                                | 300,000  | 0                       |
| Encumbered/Expended Amount  |                | 0                                | 0  | 0                       |
| This Item   |                | 0                                | -64,558  | 0                       |
| BALANCE   |                | 0                                | 235,442  | 0                       |
| <b>FUND(S):    TECHNOLOGY FUND</b>  |                |                                  |  |                         |
| <p><b>COMMENTS:</b> Funding for this item is available in the 2014-15 Technology Fund Budget. The purchase of Palo Alto firewalls, in the amount of \$64,558, will leave a current year balance of \$235,442 available for other expenditures related to the 911 Security Re-Design project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing new firewalls to enhance security for Public Safety Communications operations relates to the City's goals of Safe Large City and Financially Strong City with Service Excellence.</p> |                |                                  |  |                         |
| <b>SUMMARY OF ITEM</b>  |                |                                  |  |                         |
| Technology Services staff recommends approval of the purchase of firewalls manufactured by Palo Alto Networks utilizing the State of Texas Department of Information Resources (DIR) contract in the amount of \$64,558. The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.  |                |                                  |  |                         |
| List of Supporting Documents:   |                |                                  | Other Departments, Boards, Commissions or Agencies |                         |
| Memorandum  |                |                                  |  |                         |



# Memorandum

**Date:** February 5, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** David Stephens, Chief Information Officer  
**Subject:** Purchase of Palo Alto Firewalls

Technology Services proposes purchasing firewalls manufactured by Palo Alto Networks for the planned upgrade to the Public Safety Communications area. Technology Services utilizes Palo Alto firewalls throughout the City and are confident in the service and features they provide. These new firewalls will be replacing technology that has exceeded its useful life.

The selected vendor for the Palo Alto hardware and software is Solid Border, Inc. and they are authorized to resell these products through the Department of Information Resources with the State of Texas. The DIR contract number is DIR-TSO-2700. Solid Border, Inc. was the most cost effective quote received from three vendors. The cost for the two firewalls, associated software and one year maintenance is \$64,558.00.

If this hardware and software support were not available, Technology Services would not be able to provide Public Safety Communications with the appropriate level of security required for their critical operations.



# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                                  |                         |  |                |
|--|----------------------------------|-------------------------|--|----------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                  |                         |  |                |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                  |                         |  |                |
| Council Meeting Date:  |                                  | 2/23/2015               |  |                |
| Department:  |                                  | Technology Services     |  |                |
| Department Head  |                                  | David Stephens          |  |                |
| Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>   |                                  |                         |  |                |
| <b>CAPTION</b>   |                                  |                         |  |                |
| To approve the purchase of cameras for the Police Department in the amount of \$87,340 from Sigma Surveillance, Inc., d/b/a STS360 through an existing contract and authorizing the City Manager to execute all necessary documents. (2014-139-C)  |                                  |                         |  |                |
| <b>FINANCIAL SUMMARY</b>   |                                  |                         |  |                |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                                  |                         |  |                |
| FISCAL YEAR: <b>2014-15</b>  | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b> | <b>Future<br/>Years</b>                            | <b>TOTALS</b>  |
| Budget   | 0                                | 200,000                 | 0  | <b>200,000</b> |
| Encumbered/Expended Amount   | 0                                | 0                       | 0  | <b>0</b>       |
| This Item  | 0                                | -87,340                 | 0  | <b>-87,340</b> |
| BALANCE  | 0                                | 112,660                 | 0  | <b>112,660</b> |
| <b>FUND(S):    TECHNOLOGY FUND</b>   |                                  |                         |  |                |
| <p><b>COMMENTS:</b> Funding for this item is available in the 2014-15 Technology Fund Budget. The purchase of cameras for the Jail and Police Facility in the amount of \$87,340 will leave a current year balance of \$112,660 available for further expenditures for technology projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Replacing existing cameras and adding additional cameras at the Jail and Police facility to improve surveillance relates to the City's goal of Safe Large City.</p> |                                  |                         |  |                |
| <b>SUMMARY OF ITEM</b>   |                                  |                         |  |                |
| The Technology Services staff recommends purchasing cameras to replace existing cameras in the Jail at the Police facility in the amount of \$87,340 through an existing contract from Sigma Surveillance, Inc., d/b/a STS360.   |                                  |                         |  |                |
| List of Supporting Documents:<br>Memorandum  |                                  |                         | Other Departments, Boards, Commissions or Agencies |                |



# Memorandum

**tDate:** February 5, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** David Stephens, Chief Information Officer  
**Subject:** Purchase of Cameras for Jail and Police Facility

Technology Services proposes purchasing cameras to replace existing cameras in the Jail and Police facility. There will also be additional cameras installed to provide increased areas of surveillance. Many of the cameras being replaced are over 10 years old. The video feeds will be stored for approximately 90 days.

Sigma Surveillance, Inc., d/b/a STS360 can provide these IP based vandal resistant Sony HD cameras and audio interfaces under contract 2014-139-C. The cost to purchase, install and one year maintenance for these 62 cameras is \$87,339.70.

The cameras are a key component of this facilities based security project. The total cost for this project is \$283,580.68, which is broken down into the following categories:

| Item                      | Cost         |
|---------------------------|--------------|
| Cameras                   | \$87,339.70  |
| Cabling                   | \$27,035.35  |
| Conduit                   | \$4,950.00   |
| Camera software licensing | \$29,255.63  |
| Video storage             | \$135,000.00 |

If this hardware and software support were not available, Technology Services would not be able to provide the Police Department with the appropriate level of security required for their critical operations.



# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                                  |                         |  |                  |
|--|----------------------------------|-------------------------|--|------------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                  |                         |  |                  |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                  |                         |  |                  |
| Council Meeting Date:  |                                  | 2/23/2015               |  |                  |
| Department:  |                                  | Technology Services     |  |                  |
| Department Head  |                                  | David Stephens          |  |                  |
| Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>   |                                  |                         |  |                  |
| <b>CAPTION</b>   |                                  |                         |  |                  |
| To approve the purchase of data storage manufactured by NetApp, Inc. for the Jail and Police Facility in the amount of \$143,067 from Lumenate Technologies, LP through an existing contract and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2636)   |                                  |                         |  |                  |
| <b>FINANCIAL SUMMARY</b>   |                                  |                         |  |                  |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                                  |                         |  |                  |
| FISCAL YEAR: <b>2014-15</b>  | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b> | <b>Future<br/>Years</b>                            | <b>TOTALS</b>    |
| Budget   | 0                                | 1,739,500               | 0  | <b>1,739,500</b> |
| Encumbered/Expended Amount   | 0                                | -121,401                | 0  | <b>-121,401</b>  |
| This Item  | 0                                | -143,067                | 0  | <b>-143,067</b>  |
| BALANCE  | 0                                | 1,475,032               | 0  | <b>1,475,032</b> |
| <b>FUND(s):     TECHNOLOGY SERVICES REPLACEMENT FUND</b>   |                                  |                         |  |                  |
| <p><b>COMMENTS:</b> Funding is available in the 2014-15 Technology Services Replacement Fund Budget for this item. The purchase of additional data storage capacity to retain jail and police facility surveillance video for a 90 day retention period, at a cost of \$143,067, will leave a current year balance of \$1,475,032 available for further replacement of networking hardware and additional storage.</p> <p><b>STRATEGIC PLAN GOAL:</b> Purchasing additional data storage to retain video recordings for a specified period of time relates to the City's goals of Safe Large City and Financially Strong City with Service Excellence.</p> |                                  |                         |  |                  |
| <b>SUMMARY OF ITEM</b>   |                                  |                         |  |                  |
| <p>Technology Services staff recommends the purchase of additional data storage capacity manufactured by NetApp, Inc. to house the video for the new Jail and Police Facility cameras installation project utilizing the State of Texas Department of Information Resources (DIR) contract in the amount of \$143,067. The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p>   |                                  |                         |  |                  |
| List of Supporting Documents:<br>Memorandum  |                                  |                         | Other Departments, Boards, Commissions or Agencies |                  |



# Memorandum

**Date:** February 10, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** David Stephens, Chief Information Officer  
**Subject:** Purchase of Data Storage for Jail Camera Project

Technology Services proposes purchasing additional data storage capacity manufactured by NetApp, Inc. to house the video for the new Jail and Police Facility camera installation project. This data storage is required to store the jail surveillance video for a 90 day retention period per Jail personnel recommendations. The additional data storage of 200 Terabytes (TB) will expand the capabilities of the existing storage area network (SAN) for this project and provide growth for data needs.

The selected vendor for the NetApp hardware and software is Lumenate Technologies, LP and they are authorized to resell this equipment through the Department of Information Resources with the State of Texas. The DIR contract number is DIR-TSO-2636. Lumenate provided the most cost effective solution from two DIR authorized resellers with a third reseller being deemed unresponsive.

This purchase would be for hardware and software and maintenance support in the amount of \$143,066.69.

If this hardware and maintenance support were not available, Technology Services would not be able to provide data storage services to the Jail and Police department in a timely manner. This could have a negative impact on the operations of those two City departments.



# CITY OF PLANO COUNCIL AGENDA ITEM

|   |                |                                  |  |                         |
|---|----------------|----------------------------------|--|-------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                |                                  |  |                         |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                |                                  |  |                         |
| Council Meeting Date:   |                | 2/23/2015                        |  |                         |
| Department:   |                | Technology Services              |  |                         |
| Department Head   |                | David Stephens                   |  |                         |
| Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>  |                |                                  |  |                         |
| <b>CAPTION</b>  |                |                                  |  |                         |
| To approve the purchase of Cisco network equipment for the Public Safety Communications area in the amount of \$160,016 from Presidio Networked Solutions Group, LLC, through an existing contract and authorizing the City Manager to execute all necessary documents. (DIR-TSO-2544)  |                |                                  |  |                         |
| <b>FINANCIAL SUMMARY</b>  |                |                                  |  |                         |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP   |                |                                  |  |                         |
| FISCAL YEAR:  | <b>2014-15</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> |
|   |                | <b>TOTALS</b>                    |  |                         |
| Budget  |                | 0                                | 300,000  | 0                       |
| Encumbered/Expended Amount  |                | 0                                | 0  | 0                       |
| This Item   |                | 0                                | -160,016   | 0                       |
| BALANCE   |                | 0                                | 139,984  | 0                       |
| <b>FUND(S):    TECHNOLOGY FUND</b>  |                |                                  |  |                         |
| <p><b>COMMENTS:</b> Funding for this item is available in the 2014-15 Technology Fund Budget. The purchase of network equipment will leave a balance of \$139,984 available for further expenditures related to the 911 Security Re-Design project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Purchasing networking equipment to replace obsolete equipment and upgrade Public Safety Communications service capabilities relates to the City's goal of Safe Large City.</p> |                |                                  |  |                         |
| <b>SUMMARY OF ITEM</b>  |                |                                  |  |                         |
| Technology Services staff recommends approval of the purchase of Cisco network equipment utilizing the State of Texas Department of Information Resources (DIR) contract in the amount of \$160,016. The City is authorized to purchase from the State Contract list pursuant to Chapter 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.                        |                |                                  |  |                         |
| List of Supporting Documents:<br>Memorandum   |                |                                  | Other Departments, Boards, Commissions or Agencies |                         |



# Memorandum

**Date:** February 9, 2015

**To:** Diane Palmer-Boeck, Chief Purchasing Officer

**From:** David Stephens, Chief Information Officer

**Subject:** Purchase of Networking equipment for Public Safety Communications area

Technology Services proposes purchasing networking equipment to replace aging assets in the Public Safety Communications area. The existing Cisco networking equipment has been in place for over five years and some of the equipment has reached the end of its supported life. The new networking equipment will also enhance the capabilities of the Next Gen 911 services that the City is deploying.

Presidio Networked Solutions Group, LLC is authorized to resell Cisco networking equipment under the State of Texas Department of Information Resources contract DIR TSO-2544. Presidio provided the lowest responsible quote from three DIR approved resellers.

The cost for the requested network equipment is \$160,015.60. This includes the equipment and one-year maintenance and support.

If this hardware and maintenance support were not available, Technology Services would not be able to provide the Public Safety Communications area with the appropriate level of network access and security required for their critical operations.



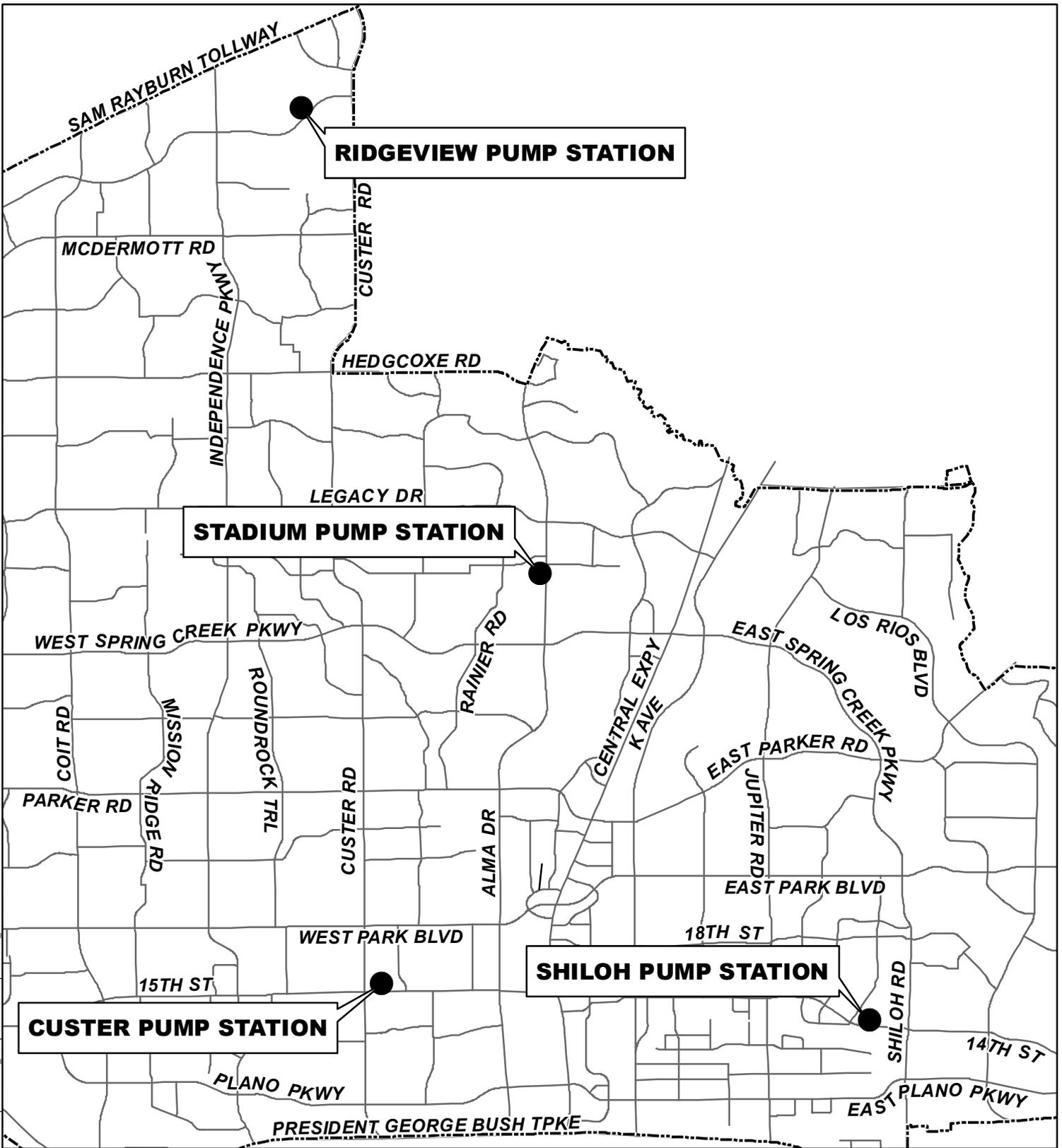
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|  |                                       |                              |                     |                         |                  |
|--|---------------------------------------|------------------------------|---------------------|-------------------------|------------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                       |                              |                     |                         |                  |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                       |                              |                     |                         |                  |
| Council Meeting Date:  |                                       | 02/23/15                     |                     |                         |                  |
| Department:  |                                       | Engineering                  |                     |                         |                  |
| Department Head:   |                                       | Jack Carr, P.E.              |                     |                         |                  |
|  |                                       |                              |                     |                         |                  |
| Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>   |                                       |                              |                     | <b>Project No. 6526</b> |                  |
| <b>CAPTION</b>   |                                       |                              |                     |                         |                  |
| To approve a Professional Services Agreement by and between the City of Plano and ARCADIS-US, Inc., in the amount of \$750,910, for Booster Chlorination at Water Pump Stations; and authorizing the City Manager to execute all necessary documents.  |                                       |                              |                     |                         |                  |
| <b>FINANCIAL SUMMARY</b>   |                                       |                              |                     |                         |                  |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP  |                                       |                              |                     |                         |                  |
| FISCAL YEAR:   | <b>2014-15, 2015-16 &amp; 2016-17</b> | <b>Prior Year (CIP Only)</b> | <b>Current Year</b> | <b>Future Years</b>     | <b>TOTALS</b>    |
| Budget   |                                       | 0                            | 805,000             | 2,500,000               | <b>3,305,000</b> |
| Encumbered/Expended Amount   |                                       | 0                            | 0                   | 0                       | <b>0</b>         |
| This Item  |                                       | 0                            | -750,910            | 0                       | <b>-750,910</b>  |
| BALANCE  |                                       | 0                            | 54,090              | 2,500,000               | <b>2,554,090</b> |
| <b>FUND(S): WATER CIP</b>  |                                       |                              |                     |                         |                  |
| <p><b>COMMENTS:</b> Funding is available in the FY 2014-15 Water CIP. This professional services agreement, in the amount of \$750,910, will leave a current year balance of \$54,090 available for further expenditure on the Disinfection Improvements project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining professional engineering services to implement booster chlorination at four water pump stations relates to the City's goal of Financially Strong City with Service Excellence.</p>    |                                       |                              |                     |                         |                  |
| <b>SUMMARY OF ITEM</b>   |                                       |                              |                     |                         |                  |
| <p>Due to the intricacies of this project, Engineering issued RFP# 2015-004-X. Based on the information provided during the selection process, ARCADIS -US, Inc. was determined to be the best firm for this project.</p> <p>This agreement with ARCADIS-US, Inc. is for engineering services necessary to implement booster chlorination at four water pump stations (Custer, Ridgeview, Shiloh and Stadium).</p> <p>The contract fee is in the amount of \$750,910 and is detailed as follows:</p> |                                       |                              |                     |                         |                  |
| <b>BASIC SERVICES</b>  |                                       |                              |                     |                         |                  |
| 1. Task 100 Project Administration   |                                       |                              | \$ 19,060           |                         |                  |
| 2. Task 200 Research and Data Collection   |                                       |                              | \$ 4,510            |                         |                  |
| 3. Task 300 Preliminary  |                                       |                              | \$ 79,960           |                         |                  |
| 4. Task 400 Detailed Design  |                                       |                              | \$ 267,200          |                         |                  |
| 5. Task 500 Bid Phase  |                                       |                              | \$ 9,630            |                         |                  |
| 6. Task 600 Construction Administration  |                                       |                              | \$ 76,140           |                         |                  |
|  |                                       |                              | <b>\$ 456,500</b>   |                         |                  |

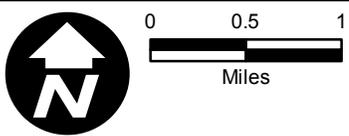


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|  |   |
|--|---|
| <b>SPECIAL SERVICES</b>  |   |
| 7. Task 700 Startup, Training, SOP   | \$ 73,680   |
| 8. Task 800 Programming/Integration  | \$ 97,250   |
| 9. Task 850 Construction Management Assistance   | \$ 46,980   |
| 10. Task 900 Design Survey   | \$ 45,740   |
| 11. Task 901 Geotechnical Report   | \$ 30,760   |
| <b>Total Special Services Fee</b>  | <b>\$ 294,410</b>   |
| <br><b>Total Fee</b>   | <br><b>\$ 750,910</b>                                     |
| Custer Pump:<br><a href="https://www.google.com/maps/place/Chevron/@33.041428,-96.732974,17z/data=!3m1!4b1!4m2!3m1!1s0x864c2292a0b6">https://www.google.com/maps/place/Chevron/@33.041428,-96.732974,17z/data=!3m1!4b1!4m2!3m1!1s0x864c2292a0b6</a>  |   |
| Ridgeview Pump:<br><a href="https://www.google.com/maps/place/Custer+Rd+%26+Ridgeview+Dr,+Plano,+TX+75025/@33.1156065,-96.7335113,17z/data=!3m1!4b1!4m2!3m1!1s0x864c17cead584e7b:0xd4465deef972bac0">https://www.google.com/maps/place/Custer+Rd+%26+Ridgeview+Dr,+Plano,+TX+75025/@33.1156065,-96.7335113,17z/data=!3m1!4b1!4m2!3m1!1s0x864c17cead584e7b:0xd4465deef972bac0</a> |   |
| Shiloh Pump:<br><a href="https://www.google.com/maps/place/14th+St+%26+Shiloh+Rd,+Plano,+TX+75074/@33.0143663,-96.6646014,17z/data=!3m1!4b1!4m2!3m1!1s0x864c1960101204e7:0x80616801f74a40f4">https://www.google.com/maps/place/14th+St+%26+Shiloh+Rd,+Plano,+TX+75074/@33.0143663,-96.6646014,17z/data=!3m1!4b1!4m2!3m1!1s0x864c1960101204e7:0x80616801f74a40f4</a>              |   |
| Stadium Pump:<br><a href="https://www.google.com/maps/place/Legacy+Dr+%26+Alma+Dr,+Plano,+TX+75023/@33.0678496,-96.7132213,15z/data=!4m2!3m1!1s0x864c182da9187f85:0x2246b44b5af136d">https://www.google.com/maps/place/Legacy+Dr+%26+Alma+Dr,+Plano,+TX+75023/@33.0678496,-96.7132213,15z/data=!4m2!3m1!1s0x864c182da9187f85:0x2246b44b5af136d</a>                               |   |
| List of Supporting Documents:<br>Location Map; Engineering Services Agreement  | Other Departments, Boards, Commissions or Agencies<br>N/A |

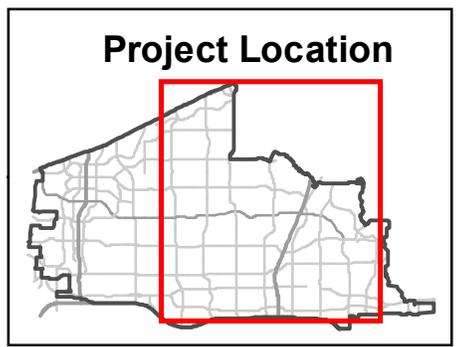


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# Booster Chlorination At Water Pump Stations Project No. 6526

February, 2015  
City of Plano GIS Division



**BOOSTER CHLORINATION AT WATER PUMP STATIONS**

**PROJECT NO. 6526**

**ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **ARCADIS-US, INC.**, a **DELAWARE** 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 **BOOSTER CHLORINATION AT WATER PUMP STATIONS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

**I. Employment of the Engineer**

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

**II. Scope of Services**

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

### **III. Schedule of Work**

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

### **IV. Compensation and Method of Payment**

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

### **V. Information to be Provided by the City**

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

**THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT,**

INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

#### **VIII. Independent Contractor**

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

#### **IX. Assignment and Subletting**

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

## **X. Audits and Records/Prohibited Interest**

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

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

## **XI. Contract Termination**

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

## **XII. Engineer's Opinion of Probable Construction Costs**

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

## **XIII. Ownership of Documents**

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

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

#### **XIV. Complete Contract**

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

#### **XV. Mailing of Notices**

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

City of Plano  
Engineering Department, Suite 250  
Attn: Shahrzad Tavana, P.E.  
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:

ARCADIS-US, INC.  
Attn: Ben Kuhnel, P.E.  
12400 Coit Road, Suite 1200  
Dallas, TX 75251

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

## **XVI. Miscellaneous**

### **A. Paragraph Headings:**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

### **B. Contract Interpretation:**

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

### **C. Venue/Governing Law:**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

### **D. Successors and Assigns:**

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

### **E. Severability:**

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

### **F. Effective Date:**

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

G. Authority to Sign:

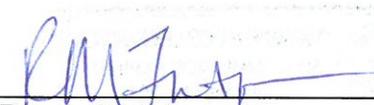
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

**ARCADIS-US, INC.**

A Delaware Corporation, licensed to do business in the State of Texas

DATE: 2/11/15

BY:   
Randy McIntyre, P.E.  
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 11 day of February, 2015, by **RANDY MCINTYRE, P.E., VICE PRESIDENT**, of **ARCADIS-US, INC.**, a **DELAWARE** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Charmaine M. Richardson  
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

## **SCOPE OF SERVICES**

### **BOOSTER CHLORINATION AT WATER PUMP STATIONS**

**PROJECT NUMBER 6526  
CIP NUMBER(S)**

#### **PROJECT DESCRIPTION:**

This Project will provide engineering services for design to implement booster chlorination (addition of chlorine and/or ammonia using chemical feed systems) at four identified water pump stations (Custer, Ridgeview, Shiloh and Stadium). Chemical feed system control and analytical instrumentation to monitor disinfectant levels will be integrated with the existing City of Plano SCADA system. The SCADA design will be updated with programming to provide operator flexibility and provide continuous water quality data to system operators. This project includes engineering services to develop bid documents including the technical specifications, access plans, construction administration, and other related services for the contractors to complete the project. Deliverables will include Engineering plans and specifications, SCADA programming and integration, operations manuals and operator training on new chemical feed and control systems.

#### **BASIC SERVICES:**

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

This project shall be designed in accordance with the following:

- Applicable Texas Administrative Code Requirements
- Applicable Texas Commission on Environmental Quality Requirements
- Geodetic Monumentation Manual
- Erosion & Sediment Control Manual
- Manual for the Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Barrier Free Ramp Details
- NCTCOG Standard Specifications for Public Works Construction
- Special Provisions to Standard Specifications for Public Works Construction

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

## **B. Task 100 – Project Administration**

The Engineer will perform contract set-up, monitoring, and control activities to track progress, update schedules, track budget, assure quality, and coordinate with the City's Project Manager. Project management tasks include preparation of monthly activity / progress reports to be submitted with the monthly invoices, along with day-to-day administrative and technical tasks. Subtasks include:

1. Set-up, Monitor, and Control – The Engineer will perform the weekly activities required to manage schedule, resources, budget, communication and risk. The Engineer will set up a project Sharepoint site for sharing information and posting deliverables on the project.
2. Kickoff Meeting – The Engineer will host a kickoff meeting with the City to capture the project goals and objectives and establish protocol for project communications.
3. Quality Assurance/Quality Control – The Engineer will employ its firm's written QA/QC procedures throughout the course of the Project and work assignment. The Engineer will identify highly experienced individuals for performing QA/QC reviews on the different project deliverables.
4. Invoicing and Monthly Activity / Progress Reports – The Engineer will prepare monthly activity reports to be submitted with the monthly invoices. The activity reports will include a list of work performed during the month, an updated schedule and a list of issues and concerns including status of previous action items, and upcoming major milestones, meetings/workshops or deliverables.
5. Closeout Project – The Engineer will debrief the City Project Leadership Team, perform closeout activities and submit the final project invoice.

## **C. Task 200 - Research and Data Collection**

1. Data Request - The Engineer will prepare a data request then meet with the City of Plano engineering staff as necessary to obtain design criteria, record and construction plans for each identified pump station, geotechnical reports from previous investigations at each identified pump station site, current water quality data for the water distribution system, analytical testing equipment preferences, pump station specific implementation schedule and other information available for the project area.
2. Site Walk - Engineer will meet with the City of Plano project manager and conduct an on-site review and walk through of each facility.

## **D. Task 300 - Preliminary Design**

1. Preliminary Design Report - The Engineer will develop a Preliminary Design Report that identifies design flows, chemical dose ranges, storage capacities, monitoring and control approach, and preliminary layouts for each of the four chlorination facilities. The preliminary design report will also document the equipment proposed to be used at each facility. Review of existing documents will be conducted to determine survey and geotechnical investigation needs. Architecture for the chemical facilities will match the

existing site architecture. Communication with the city staff will be required to confirm redundancy provisions and chemical mixing and residual sampling approach.

2. Data Review - Engineer will review historical water quality data and distribution system configuration to identify chemical feed points, system design criteria, and control philosophy.
3. SCADA/Communications - Engineer will determine necessary improvements to SCADA and communications equipment to facilitate incorporation of the chemical facilities.
4. Preliminary Design Plans - The Engineer will prepare preliminary design plans.
5. Technical Specification TOC - The Engineer will prepare technical specification table of contents.
6. Cost Estimate - The Engineer will prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
7. Submittal - The Engineer will submit sets of half-size preliminary plans (30% level), outline of technical specifications and preliminary statement of probable construction cost to the City for review.
  - Engineering (2 sets)
  - Public Works (2 sets)
  - Inspectors (1 set)
  - One CD
8. Review Workshop - The Engineer will host a Draft Preliminary Design workshop with the City to review city comments on the Preliminary Design Report and make certain the team is in agreement prior to moving forward into detailed design.

#### **E. Task 400 - Detailed Design**

1. Detailed Design Plans - The Engineer will prepare 50%, 75%, and 100% construction plans. Prepare the following sheets at the engineering scale indicated:
  - Cover Sheet
  - General Notes
  - Project Site Plans Scale 1"= 20'
  - Structural, Architectural, Mechanical, Electrical, and Instrumentation sheets
  - Section and Detail sheets
  - SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Technical Specifications - The Engineer will prepare technical specifications and special conditions.

3. Standard Details - The Engineer will incorporate standard details into the construction plans and prepare additional details as required.
4. Equipment Vendor Coordination - The Engineer will coordinate with equipment suppliers to identify suitable equipment alternatives, work with the City to develop contract requirements, and developing detailed control narratives for control of the system.
5. Permitting - The Engineer will determine necessary permits for the chlorination facilities including facilitating coordination with the Texas Commission on Environmental Quality for design reviews if required.
6. Planning Department Site Plan - The Engineer will prepare site plan for submittal to Planning Department.
7. Cost Estimate - The Engineer will take off final construction quantities and prepare construction cost estimates at 50% and 100% milestones.
8. Submittals - The Engineer will submit 50%, 75%, and 100% sets of drawings and technical specifications.
9. Design Review Workshops - The Engineer will host design review meetings with City staff after each design milestone to capture and incorporate comments.
10. Pre-Final Submittal - The Engineer will submit 6 sets of pre-final plans, technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
11. Final Submittal - The Engineer will incorporate City final comments into the plans and bid documents.

#### **F. Task 500 - Bid Phase**

1. Advertising - The Engineer will assist the City staff in advertising for bids.
2. Bid Documents - The Engineer will submit one set of final bond prints, two bound copies of the bid documents and one unbound original bid document set to the City of Plano. The Engineer will also submit a CD-ROM disk of the bid set plans in a PDF format.
3. Pre-Bid Conference - The Engineer will assist City staff in conducting a pre-bid conference and site visits if needed.
4. Addenda - The Engineer will prepare addenda to bid documents as necessary (two addenda assumed).
5. Bid Opening - The Engineer will assist City staff as required in bid opening.
6. Bid Tabulation - The Engineer will provide bid tabulation to the City of Plano within four working days of the bid letting.
7. Bidder Evaluation - The Engineer will evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
8. Pre-Construction Conference - The Engineer will assist City staff in a pre-construction conference.
9. Construction Sets - The Engineer will furnish eleven full size sets and one half size set of final construction plans and three sets of the contract documents manual to the City for construction.

### **G. Task 600 - Construction Administration**

1. Progress Meetings - The Engineer will participate in bi-weekly construction phase progress meeting with the Contractor and City staff (16 meetings assumed).
2. Site Visits – The Engineer will conduct site visits and provide a written inspection report submitted to the City for each visit (as requested, 8 site visits assumed).
3. RFIs – The Engineer will provide written responses to requests for information or clarifications (32 RFI's assumed).
4. Shop Drawings – The Engineer will review shop drawing submittals and provide written response to the City (40 shop drawings assumed).
5. Substantial Completion Punchlist - The Engineer will assist the City staff in conducting the substantial completion inspection and develop punchlist.
6. Final Inspection – The Engineer will conduct final inspection and prepare recommendation of final acceptance of work.
7. Record Drawings – The Engineer will prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing images of the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps"). The drawings shall be a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

### **SPECIAL SERVICES:**

### **H. Task 700 - Start-up Assistance, Training, and SOP Development**

1. Startup Testing – The Engineer will provide Startup Testing services. Coordinate with the Contractor and City for Contractor's individual equipment testing as well as overall performance testing. Start-up plans will include testing each individual piece of equipment and testing their operation as a system. It will include simulating failures and system alarms to provide that all redundancy and safety elements perform correctly. Test the chemical pumps across their range of operation and down to low levels in the storage tanks to make certain the pumps perform properly and the City gets the full usable volume out of their tanks. Witness individual equipment and system testing conducted by Contractor.
2. Commissioning – During the Commissioning Phase, the Engineer will assist the City by responding to issues as they arise. Coordinate with Contractor for support or equipment/piping adjustments while City assumes control of each facility.
3. System Training – The Engineer will provide overall system training to ensure the intent of the design and anticipated operation strategy and maintenance requirements are fully communicated to the City. Training will be a 4-hour training delivered twice during commissioning of the facility and once more

sometime within the year following operation of the facilities by the City. Classroom portions of the training will be videotaped.

4. Standard Operating Procedures – The Engineer will develop standard operating procedures (SOPs) by working with City operators for the facilities to ensure that operators have the same response when making decisions on how to operate the facilities.
5. Consolidated O&M Manual – The Engineer will prepare a consolidated O&M manual by combining the Contractor provided O&M electronic files into a linked and tabbed pdf file for use by the City. Provide a CD or DVD with the compiled O&M.
6. Chemical Purchase Specification – The Engineer will prepare a specification for purchase of chemicals and assist in procurement of bulk chemical contracts. Provide recommendations to the City for service agreements for the process analyzers/instruments.

**I. Task 800 – SCADA System Programming/Integration Services**

1. SCADA Workshops – The Engineer will conduct up to three (3) workshops (50%, 75%, and 100%) with City operations staff to present and review proposed Chlorination system SCADA system functionality detailed control strategies, control system logic and operator interface. Incorporate City comments and feedback in workshops and develop final screens and programming.
2. PLC and User Interface Programming – The Engineer will develop programming of the programmable logic controller and the graphical user interface to facilitate operator management of the chemical storage and feed facilities.

**J. Task 850 – Construction Management and Quality Assurance Assistance**

1. Schedule Services – The Construction Manager will review and monitor the Construction Contractor's schedule for compliance with the project milestones.
2. Cost Control Services – The Construction Manager will assist in the review of the Construction Contractor's monthly payment application. Additionally, upon request review and negotiate requests for additional compensation or other price proposals provided by the Construction Contractor.
3. Liaison Services – The Construction Manager will serve as liaison with Construction Contractor, working principally through Construction Contractor's superintendent and assist the superintendent in understanding the intent of the Construction Contract Documents. Assist as OWNER'S liaison with Construction Contractor, when Construction Contractor's operations affect OWNER'S on-site operations. Obtain from OWNER or CONTRACTOR, additional details or information, when required at the job site for proper execution of the Work.
4. Monthly Progress Meetings – The Construction Manager will attend bi-weekly progress meetings and chair meetings upon request.

5. Other Meetings – The Construction Manager will attend and chair other meetings as requested by the City. These meetings may include startup meetings, instrumentation coordination meetings, trade meetings, etc.
6. As-Needed Inspections – The Engineer will provide as-needed inspections of the mechanical, electrical and field instrument installations to ensure these project components are installed in accordance with the plans and specifications, as well as, in accordance with the respective manufacturer's recommendations and requirements.

**K. Task 900 - Design Survey**

1. Establish a horizontal and vertical control network and project control baseline established at each water pump station for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., GTE Telephone, Lone Star Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. When underground utilities are exposed, tie to project control baseline.
6. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
7. Survey existing top of curb, if curb will be removed during construction.

**L. Task 901 - Geotechnical Report**

1. Perform geotechnical investigation for proposed design in the project area. Submit one copy of geotechnical report to the City with the preliminary design plans.
2. The geotechnical report shall include, but not be limited to the following:
  - A subsurface investigation consisting of soil and rock borings drilled to depth of 10 feet or 5 feet below bottom of proposed waterline, sewer line or pier (which ever is greater) to observe general site conditions, explore the subsurface materials, obtain samples for laboratory analysis and observe short-term groundwater levels as encountered during the drilling of the borings.
  - Laboratory testing on selected samples to classify soil and rock types and to determine the engineering properties of the subsurface materials.
  - Determine required depth for piers.
3. Utilize existing geotechnical data available from the City of Plano for improvements.

4. Show geotechnical boring locations on the plan view of the construction drawings and cross reference to the geotechnical report. Soil horizon and vertical bore information shall (shall not) be shown on the vertical profile view of the construction plans.

## EXHIBIT B

| Activity  | Duration (working days) |
|---|-------------------------|
| Notice to Proceed   | 0                       |
| Preliminary Design  | 35                      |
| City First Review   | 15                      |
| 50% Design  | 30                      |
| 50% City Review   | 15                      |
| 75% Design  | 20                      |
| 75% City Review   | 15                      |
| 100% Design   | 20                      |
| 100% City Review  | 10                      |
| Final Design & Preparation of Special Conditions and Technical Specifications | 10                      |
| City Final Review   | 5                       |
| Assemble Bid Documents  | 5                       |
| Advertise for Bids  | 20                      |
| Receive Bids  | 0                       |
| Research Bidder(s) and Prepare Recommendation                                 | 4                       |
| Prepare City Council Agenda   | 20                      |
| Council Award   | 0                       |
| Prepare & Execute Contract  | 30                      |
| Schedule Preconstruction Meeting  | 7                       |
| Notice to Proceed   | 10                      |
| Construction  | 160                     |

A working day is defined as Monday through Friday, excluding City of Plano Holidays.

**EXHIBIT C  
PAYMENT SCHEDULE**

**BOOSTER CHLORINATION AT WATER PUMP STATIONS  
PROJECT NUMBER 6526**

| <b>WORK STAGE SUBMITTAL<br/>OR COMPLETION</b>  | <b>TOTAL</b>   |
|--|----------------|
| <b>BASIC SERVICES</b>                          |                |
| 1. Task 100 Project Administration             | \$ 19,060      |
| 2. Task 200 Research and Data Collection       | \$ 4,510       |
| 3. Task 300 Preliminary Design                 | \$ 79,960      |
| 4. Task 400 Detailed Design                    | \$ 267,200     |
| 5. Task 500 Bid Phase                          | \$ 9,630       |
| 6. Task 600 Construction Administration        | \$ 76,140      |
| Total Basic Services Fee                       | \$ 456,500     |
| <b>SPECIAL SERVICES</b>                        |                |
| 7. Task 700 Startup, Training, SOP             | \$ 73,680      |
| 8. Task 800 Programming/Integration            | \$ 97,250      |
| 9. Task 850 Construction Management Assistance | \$ 46,980      |
| 10. Task 900 Design Survey                     | \$ 45,740      |
| 11. Task 901 Geotechnical Report               | \$ 30,760      |
| Total Special Services Fee                     | \$ 294,410     |
| <br>Total Fee                                  | <br>\$ 750,910 |

## Rate Schedule for Special Services (Basic Services are Lump Sum)

This document describes the basis for compensation and terms of payment.

**Hourly Rates:** Charges for services provided will be in accordance with the following schedule:

| Category                                  | Hourly Rate |
|---|-------------|
| Design Tech II/Field Technician II        | 69          |
| Drafter I/Field Technician III and IV     | 82          |
| Drafter II/Field Technician V             | 94          |
| Construction Manager                      | 105         |
| Document Tech                             | 118         |
| Project Assistant I and II                | 132         |
| CADD Designer /Field Supervisor           | 182         |
| Engineer/Scientist                        | 123         |
| Staff Engineer/Scientist/Architect        | 138         |
| Project Engineer/ Scientist/Architect     | 148         |
| Senior Engineer/ Scientist/Architect I    | 153         |
| Senior Engineer/Scientist/Architect II    | 183         |
| Principal Engineer/Scientist/Architect I  | 230         |
| Principal Engineer/Scientist/Architect II | 263         |
| Engineer/Scientist Director               | 279         |

**Other Direct Costs:** All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 5% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

**In-house services consist of:**

- Transportation - \$0.62 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting – a schedule of monthly web hosting rates is available for client access web sites

**Payment:** All invoices are due and payable within 30 days of billing date.

**Other Direct Costs:** All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 5% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

**In-house services consist of:**

- Transportation - \$0.62 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting – a schedule of monthly web hosting rates is available for client access web sites

**Payment:** All invoices are due and payable within 30 days of billing date.

**EXHIBIT "D"**  
**ENGINEERING**  
**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

### **3.0 Engineer's Insurance – Claims Made**

#### Professional Errors and Omissions

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

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

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

### Coverages Required

### Limits (Figures Denote Minimums)

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



## 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 **ARCADIS-US, INC.**, a Corporation organized under the laws of the State of Delaware, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **ARCADIS-US, 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.

ARCADIS-US, INC.

By:

[Handwritten Signature]

Signature

Randy Mc Intyre

Print Name

V.P.

Title

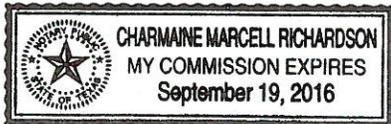
2/11/15

Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

SUBSCRIBED AND SWORN TO before me this 11 day of February, 2015.

Charmaine M. Richardson  
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:  | 2/23/15              |
| Department:  | Parks and Recreation |
| Department Head  | Amy Fortenberry      |
| Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>                                     |                      |

## CAPTION

Approval of an Architecture Services Agreement by and between the City of Plano and Quimby McCoy Preservation Architecture, LLP in the amount of \$426,177 for preservation and architectural construction plans for Saigling House Architectural Renovation and authorizing the City Manager or his designee to execute all necessary documents.

## FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

| FISCAL YEAR: <b>2014-15</b> | Prior Year<br>(CIP Only) | Current<br>Year | Future<br>Years | TOTALS           |
|-----------------------------|--------------------------|-----------------|-----------------|------------------|
| Budget                      | 75,242                   | 1,150,000       | 500,000         | <b>1,725,242</b> |
| Encumbered/Expended Amount  | 0                        | -47,105         | 0               | <b>-47,105</b>   |
| This Item                   | 0                        | -426,177        | 0               | <b>-426,177</b>  |
| <b>BALANCE</b>              | 75,242                   | 676,718         | 500,000         | <b>1,251,960</b> |

**FUND(s):    CAPITAL RESERVE FUND; PARK IMPROVEMENTS CIP**

**COMMENTS:** Funding is available in the 2014-15 CIP for this item in the Capital Reserve Fund and Park Improvements Fund. This Architecture Services Agreement, in the amount of \$426,177, will leave a current year balance of \$676,718 available for further expenditures on the Saigling House Architectural Renovation project.

**STRATEGIC PLAN GOAL:** Design services to rehabilitate and improve existing Plano parks and facilities relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.

## SUMMARY OF ITEM

This Architecture Services Agreement is for the renovation of the Saigling House. The house was originally built in 1906 and has most recently been occupied by City House. It is anticipated the house will be occupied by the ArtCentre of Plano who will manage and operate the house for public events such as meetings, receptions, parties and other events. The rehabilitation includes restoration of the front and side porches, replacement windows, a new roof, fire sprinklers and riser room, new HVAC, updated wiring, plumbing and interior restrooms; conversion of the first floor to gallery, events space, and a catering kitchen; conversion of the second floor to expandable classrooms and office space, and ADA access compliance. Accessibility to and within the building will include a ramp from the exterior to the new rear entrance and incorporation of an elevator to the second floor. The building entry will be re-orientated to face Haggard Park and anticipated improvements made at this entry will include a new porch and accessible ramp. Improvements to the grounds include moving an overhead Time Warner cable underground, head-in parking on H Avenue, trash enclosure,

# CITY OF PLANO COUNCIL AGENDA ITEM

freestanding men's and women's restroom building for outdoor events, new wrought iron fence, sidewalk on 16th Street to the DART platform, new concrete walks, plaza area, paved connections to Haggard Park and the Courtyard Theater, a sculpture garden, new trees and shrubs, new irrigation, landscape lighting, security lighting, and relocating an historic structure for storage use.

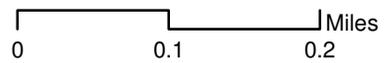
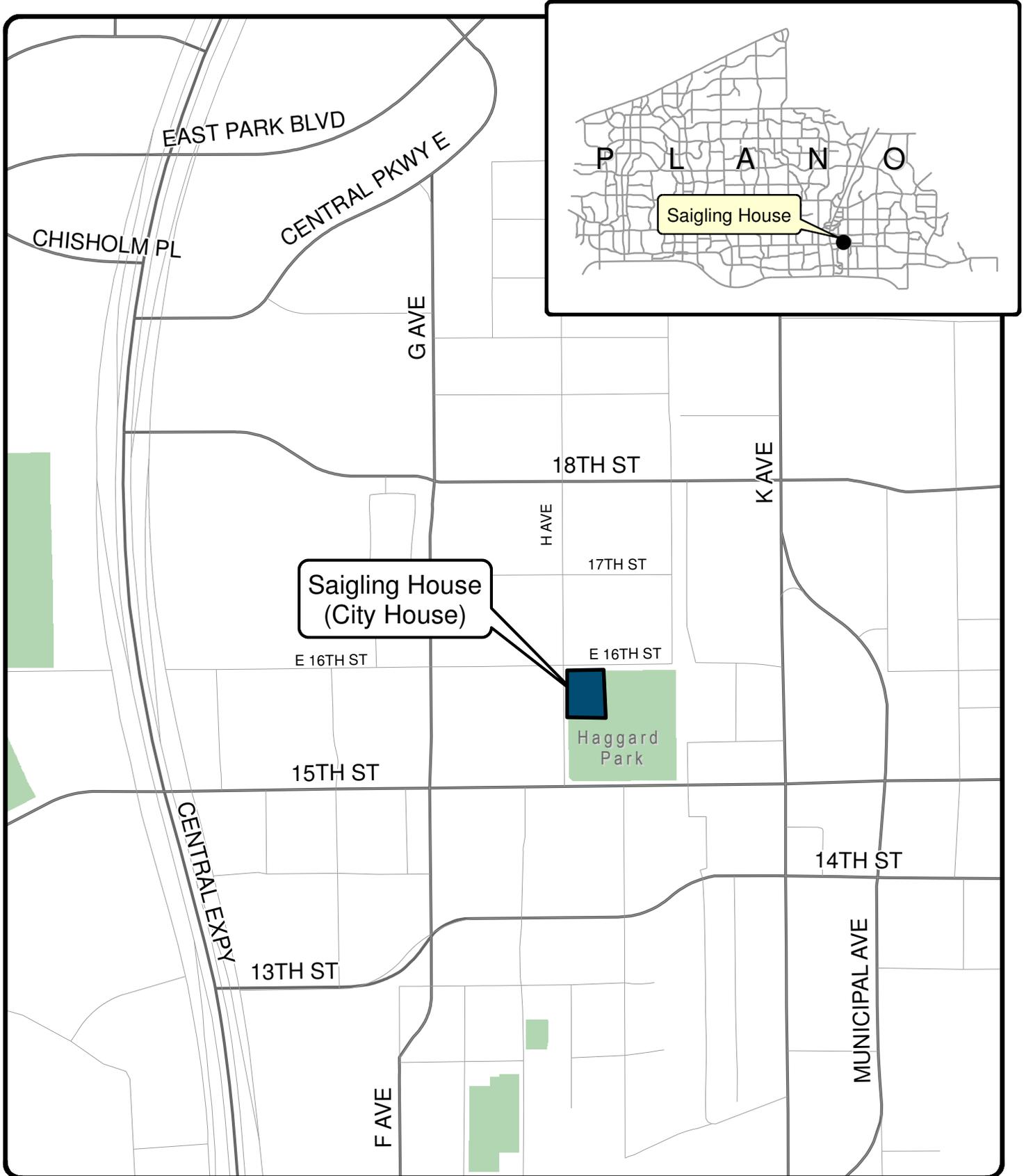
The estimated construction cost for this project is \$1,609,657. The total design fee is \$426,177 and is for preparation of construction documents including architectural design, civil engineering, mechanical engineering, electrical engineering, landscape architecture, bid documents and construction administration to ensure that construction meets the requirements for an historic renovation. The project also includes surveying, geotechnical services, preparation of a site plan and platting for the Saigling House and Haggard Park. Preparation of Federal and State historic designation applications is also included. The total design fee is 26% percent of the estimated construction budget for the project. The fee percentage exceeds that of a typical renovation project due to the historic nature of the house and the intricacy of the site conditions.

Project Location Map:  
<http://goo.gl/maps/C4ygZ>

|   |  |
|---|--|
| List of Supporting Documents:<br>Location Map<br>Landscape Architect Services Agreement | Other Departments, Boards, Commissions or Agencies |
|---|--|

# Location Map

Saigling House located at 902 East 16th Street



**SAIGLING HOUSE ARCHITECTURAL RENOVATION**

**PROJECT NO. 6572**

**ARCHITECTURAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **QUIMBY MCCOY PRESERVATION ARCHITECTURE, LLP**, a **TEXAS** Limited Liability Partnership, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

**W I T N E S S E T H:**

**WHEREAS**, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **SAIGLING HOUSE ARCHITECTURAL RENOVATION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Architect desires to render such architectural services for the City upon the terms and conditions provided herein.

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

**I. Employment of the Architect**

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

**II. Scope of Services**

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

**III. Schedule of Work**

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Architect, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

#### **IV. Compensation and Method of Payment**

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

#### **V. Information to be Provided by the City**

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

#### **VI. Insurance**

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

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

#### **VII. INDEMNITY**

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE ENGINEERS, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER

DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

#### VIII. Independent Contractor

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

#### IX. Assignment and Subletting

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

#### **X. Audits and Records/Prohibited Interest**

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

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

#### **XI. Contract Termination**

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

#### **XII. Architect's Opinion of Probable Construction Costs**

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

#### **XIII. Ownership of Documents**

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

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

#### **XIV. Complete Contract**

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

#### **XV. Mailing of Notices**

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

City of Plano  
Parks Department  
Attn: Elizabeth Del Turco  
P.O. Box 860358  
Plano, TX 75086-0358

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

Quimby McCoy Preservation Architecture, LLP  
Attn: Marcel Quimby, Principal  
3200 Main Street #3.6  
Dallas, TX 75226

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

## XVI. Miscellaneous

### A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

### B. Contract Interpretation:

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

### C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

### D. Successors and Assigns:

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

### E. Severability:

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

### F. Effective Date:

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

G. Authority to Sign:

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

**SIGNED** on the date indicated below.

**QUIMBY MCCOY PRESERVATION  
ARCHITECTURE, LLP**  
A Texas Limited Liability Partnership

DATE: Feb 6, 2015 BY: Marcel Quimby  
Marcel Quimby  
PRINCIPAL

**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 6<sup>th</sup> day of Feb., 2015, by **MARCEL QUMBY, PRINCIPAL of QUMBY MCCOY PRESERVATION ARCHITECTURE, LLP**, a TEXAS Limited Liability Partnership, on behalf of said limited liability partnership.

*Marcel Qumby*

\_\_\_\_\_  
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**  
**SAIGLING HOUSE**  
**ARCHITECTURAL and PRESERVATION**  
**SERVICES for CONSTRUCTION DOCUMENTS thru**  
**CONSTRUCTION ADMINISTRATION**  
**PHASES**

**PROJECT UNDERSTANDING**

Quimby McCoy Preservation Architecture, LLP (Consultant) has been requested by the City of Plano (City/Owner) to provide architectural, landscape and engineering consulting services for the rehabilitation of the historic Saigling House, located at 902 East 16<sup>th</sup> Street, Plano, Texas 75074.

The house is scheduled to be occupied by ArtsCentre of Plano, a non-profit organization (Tenant) who will occupy the house as well as manage and operate the house for public events such as at openings, meetings, receptions, parties and other events. The budget for the construction cost of the rehabilitation of the Saigling house is \$1,609,657 and the site is \$426,177.

Basic services will include architectural, landscape architecture, structural, mechanical, electrical, plumbing, fire protection and civil engineering services for the rehabilitation of the house and site improvement. This rehabilitation of the Saigling house will include an LULA elevator to the second floor, catering kitchen, interior modifications, reconstruction of the original front porch, new porch deck with canopy structure and ramp at the south facade (to serve as the new public entry to the house) and modifications to the house's structure and infrastructure to comply with codes - including building and TDLR/ADA. Improvements at the site (almost 1-acre in size) will include the reorientation of the public entry to the south to face Haggard Park with new sidewalks to the park and across H. Avenue to provide a visual connection to the Cox Building, landscape design of the site, development of an outdoor art garden, fencing, new utility services for water, sewer and power to the site, and abandonment of existing easements and providing new easements as needed, relocation of the historic storage building and construction of a new restroom at the site.

Supplemental services will include providing topographic survey, boundary survey, platting of the property, geotechnical services and historic designations for the building and its original site (Recorded Texas Historic Landmark and National Register nomination).

These services will build on the previously completed Schematic Design and Design Development phases completed in December, 2014.

## **1.0 SCOPE OF SERVICES**

We propose the following Scope of Services for the Project:

Basic Services:

|         |  |
|---------|--|
| Phase 1 | Construction Documents   |
| Phase 2 | Design Development   |
| Phase 3 | Construction Administration (includes CA services for Restroom)        |
| Phase 4 | Restroom Schematic Design, Design Development, Bidding and Negotiation |

Supplemental Services:

|         |                              |
|---------|------------------------------|
| Phase 5 | Topographic Survey           |
| Phase 6 | Boundary Survey and Platting |
| Phase 7 | Geotechnical Services        |
| Phase 8 | Historic Designations        |

## **2.0 BASIC SERVICES**

The Consultant's Basic services consist of the phases and task detailed below:

### **2.1. Construction Documents of the Saigling house and site**

2.1.1 Based on the approved Design Development package and authorization to proceed, the architectural construction documents will include:

- Site Plan
- Demolition Plans
- Floor Plans
- Reflected Ceiling Plans
- Exterior Elevations
- Details and schedules as required
- Specifications and Project Manual

2.1.2 The construction document package for the Saigling house will also include structural, mechanical, electrical and plumbing drawings. Structural scope includes upgrading the first floor to loading for public use, adding a LULA elevator, and upgrading a portion of the attic to storage loading.

2.1.3 The construction document package for the site improvements will include landscape architecture and civil engineering drawings. Landscape scope includes hardscape design including raised deck, ramps, steps, railings, utility screenwalls, pedestrian paving, layout and selection for site furnishings, fencing, plantings, irrigation system and exterior light fixture selection.

Civil scope includes foundations for art sculptures, relocated historic building, outdoor rear porch with canopy, ramps and stage, new front porch, dumpster enclosure, restroom structure and retaining walls with foundations, new parking spaces on H Street. Civil engineering drawings to include:

- Site Demolition Plan
- Site Plan per City of Plano Checklist
- General Tree Survey, in accordance with Landscape Architect, in accordance with City's Site Plan/Plat process.
- Site Dimension Control and Paving Plan
- Drainage Plan
- Grading Plan
- Site Utility Plan
- Erosion Plan
- Civil Site Details as required
- Storm Water Pollution Prevention Plan (SWPPP)

2.1.4 The following meetings with the City, tenant or CMAR or site visits will be made during the construction document phase:

- Architecture - a maximum of 8 meetings/site visits
- Landscape Architect - a maximum of 2 meetings/site visits
- Structure - a maximum of 2 meetings/site visits
- Mech/Elect/Plumbing - a maximum of 3 meetings/site visits
- Civil - a maximum of 1 meeting/site visit

2.1.5 Consultant will work with the City of Plano and selected Construction Manager at Risk (CMAR) to assist CMAR in bringing the estimated construction cost of the Project within the Construction Budget and Schedule through value engineering, review and selection of construction systems and materials, cost estimating/budget pricing and other tasks during the latter portion of the Construction Document Phase. It is anticipated this will include the following tasks:

- Meet with CMAR to review the 50% CD package. CMAR to then develop preliminary pricing and conduct VE efforts as necessary. This information will then be incorporated into the construction documents prepared by Consultant.

- Following the 90% CD package, meet with CMAR who will revisit pricing, schedule and conduct VE efforts as necessary to provide a proposal for a Guaranteed Maximum Price (GMP) for the project.
- Consultant to finalize and issue 100% CDs for Bidding.

2.1.6 Consultant will meet with Heritage Commission Preservation staff, prepare Certificate of Appropriateness (CA) submittals for the Site Plan and for the Rehabilitation of the Saigling house and Restroom, and present at two meetings with the Heritage Commission to present these CAs. It is anticipated these will be separate submittals.

2.1.7 Consultant will submit construction documents to Registered Accessibility Specialist for review for conformance with Texas Accessibility Standards (TAS).

## **2.2 Bidding and Negotiation Phase**

2.2.1 Consultant to assist City and CMAR, if applicable, in issuing CDs for bidding, attending Pre-Bid meetings, reviewing questions from Bidders, answering during Bid Phase by the following:

- Attend a maximum of two (2) meetings at site to review project scope with the bidders.
- Answer questions during the bidding process.
- Issue Addenda
- Review bids and attend one (1) meeting to review the bids and assist City and CMAR, if applicable, with selection of the contractor/ subcontractors.
- Make minor adjustments to the documents.
- Prepare AIA document A201 - Standard Form of Agreement between Client and Contractor for a Commercial Project.

2.2.2 If substantial changes to the documents are necessary due to the amount of changes due to pricing or negotiations, these will be provided as an Additional Service.

## **2.3 Construction Administration Phase**

2.3.1 Provide construction administration services for the project, including:

- Attend 2 site observation visits/meetings a month during construction, and include review of mockups.

- Review submittals, shop drawings, samples, etc. where requested by the contract documents.
- Respond to Request for Information (RFI's) from the Contractor pertaining to the construction documents.
- Issue Architectural Supplemental Information (ASI's) for clarification to the contract documents
- Issue Request for Proposals (RFP's) as needed
- Observe contract documents compliance and progress of work, issue field reports, and review mock-ups.
- Review monthly Pay Applications
- Prepare one Punchlist at the completion of the project.
- Facilitate Registered Accessibility Specialist (RAS) inspection at the end of construction.

2.3.2 The following meetings with the City, tenant or CMAR or site visits will be made during the construction administration phase:

- Architecture - a maximum of 2 meetings/site visits per month
- Landscape Architect - a maximum of 6 meetings/site visits
- Landscape Architect/Irrigation subconsultant - a maximum of 1 site visit for Punchlist at the completion of the phase.
- Structure - a maximum of 4 meetings/site visits
- Mech/Elect/Plumbing - a maximum of 4 meetings/site visits
- Civil - a maximum of 2 meeting/site visit

2.3.3 Should changes be necessary due to field conditions once the construction is in progress, or should City desire to make changes, Consultant will provide drawings as needed for those changes as an additional service.

**2.4. Architectural Schematic Design, Design Development and Construction Documents for the new Restroom to serve the Saigling House.**

2.4.1 Develop the schematic design and design development for the new Restroom to serve the occupants of the Saigling house during large events.

2.4.2 Provide construction documents for the Restroom.

2.4.3 Provide bid documents for the public bidding or work with a Construction Manager at Risk during the bidding or negotiation of the contract as noted in items 2.1 and 2.2.

2.4.4 Construction Administration for the new Restroom building is included in Construction Administration phase, item 2.3.

## 2.5 Geotechnical Services

2.5.1 Provide geotechnical services for seven (7) soils boring on the site in anticipation of new drilled pier or slab on grade foundations for the new porch and deck, foundation for relocated historic structure, new restroom building, foundation for exterior artwork and paved parking and drives. The purpose of the geotechnical study will be to provide information for use in design of typical foundations for the proposed project.

2.5.2 The scope of this work will include the following evaluations which will be included in geotechnical report: subsurface soil, rock and groundwater conditions, engineering characterization of the subsurface material encountered, typical foundations suitable for proposed project, data required for design of typical foundations systems for the project and recommendations regarding earthwork, grading and excavation, backfill and compaction, the treatment of in-place soils for the support of foundations, pavement and possible construction problems reasonably to be expected.

## 2.6 Land Surveying Services - Topographic Survey for the Saigling Site and Haggard Park.

- 2.6.1 Preparation of a Topographic Survey of the property per City of Plano requirements will include the following:
- Location of permanent improvements on, and immediately adjacent to the site.
  - Contours at 1' intervals and spot elevations on a 25-foot grid or break in the grade.
  - Top of curb and gutter elevations for paving on, and adjacent to the site.
  - Location of visible utilities and apputences.
  - Designation and limits of any Special Flood hazard Area depicted on the most recent Flood Insurance Map (FIRM), published by Federal Emergency Management Agency (FEMA) for this area
  - Finish floor elevations

**2.7. Land Surveying Services - Boundary Survey and Plat for the Saigling Site and Haggard Park.**

- 2.7.1 Preparation of a Boundary Survey and Preliminary Plat (if required) of the property per City of Plano requirements will include the following:
- Boundary lines (including a reference or bearing), giving length and bearing.
  - Finish metes and bounds description.
  - Give area of parcel in square feet and acres.
  - Show recorded easements and rights-of-way and identify owner (holders).
- 2.7.2 Preparation of the Final Plat will include the following:
- Preparation of a Final Plat following the completion of construction.
  - Set permanent Monuments as required.

**2.8. Prepare historic designations nomination for recorded Texas Historic Landmark (RTHL) and National Register of the Historic Places**

- 2.8.1 Prepare a **Recorded Texas Historic Landmark (RTHL)** nomination (state designation) for the house and original site; this will include:
- Historic Significance narrative
  - Description of the house and site
  - High-quality digital photographs
  - Maps
- 2.8.2 Process for submittal of RTHL nomination:
- Submit draft nomination to Collin County Historical Commission (CHC) for review.
  - Incorporate changes requested by CHC and finalize nomination. CHC to submit nomination to THC for annual 'marker cycle' (between Sept. 1 and Nov. 15 of each year).
  - THC review period (January 15<sup>th</sup> – 30<sup>th</sup>). If accepted for nomination, THC will issue review comments to CHC; QMC to revise and re-issue.
  - QMC to work with THC and CHC on marker inscription for bronze plaque.

- THC approves nomination; following this, a marker dedication ceremony may be held.
- 2.8.3 Following designation as a RTHL, City must purchase a bronze plaque for the site through THC; these plaques currently cost approximately \$2,100 including application fees.

2.8.4 Following designation as a RTHL, City must notify THC before alterations, other than normal maintenance procedures, are made to the structure. Such alterations would include stabilization, rehabilitation and restoration work.

2.8.5 Prepare a **National Register of Historic Places (NR)** nomination (federal designation) for the historic site and will include:

- Statement of Significance
- Integrity of Structures
- Narrative of Physical Description
- Criterion
- High-quality digital photographs
- Maps

2.8.6 Process for submittal of NR nomination:

- Submit draft nomination to THC staff for review.
- Submit final nomination to THC for review by State Board of Review (SBR); this must be submitted a minimum of 75 days prior to SBR meeting. SBR meetings are held 2 or 3 times/year.
- Incorporate changes requested by THC and/or SBR and finalize nomination.
- THC forwards nomination to National Park Service (NPS) for 'listing in the National Register of Historic Places' – this typically occurs within 60 days of receipt of nomination.

2.8.7 Following listing in the National Register of Historic Places, the City may purchase a bronze plaque for the historic site through THC; these plaques currently cost between \$100 and \$500, depending on selected size.

### **3.0 CONSULTANT TEAM**

The consultant team will include:

David C. Baldwin, Incorporated - Landscape Architecture  
Jaster Quintanilla Dallas, LLP - Structural Engineering  
Jaster Quintanilla Dallas, LLP - Civil Engineering and Survey Services  
Nova Engineering - Mechanical, Electrical and Plumbing Engineering  
Alpha Testing - Geotechnical Services

### **4.0 LIMITATIONS**

Limitations to the work are as follows:

- Owner (City of Plano) to arrange access to the home and site for consultant with occupant.
- Unsafe conditions that may exist at this home and site are not the responsibility of the Consultant.
- The identification or abatement of hazardous materials (asbestos, lead paint, etc) is not the responsibility of the Consultant and services provided by the Consultant do not include any services related to asbestos or hazardous or toxic materials. A hazardous materials survey (if necessary) will be provided by the Owner.
- Opinions of Probable Costs or Estimates are not included in Consultant's services.
- Selection or specifications of furniture or special equipment including security systems, audio-visual and/or projectors, special lighting systems, etc., are not included in Consultant's services. Tenant or City shall provide Consultant with specifications or information (including dimensions) for such equipment for inclusion in the construction document package, where it shall be identified as provided by others, and coordinated with other disciplines.
- Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specialty items: pre-engineered buildings; pre-cast concrete building components, and cold-formed metal framing at exterior and interior conditions are not included in Consultant's services.

- BIM modeling of architectural or structural components is not included in Consultant's services.
- Fast track productions of any drawings ahead of the architectural and mechanical, electrical and plumbing drawings are not included in Consultant's services.
- Testing of existing in place materials or framing systems to determine strengths, properties of materials or similar information is not included in consultant's services.
- Any upgrades, new design or construction inspection services of public or private off-site facilities required to support the proposed site improvements, except those specifically noted above.
- Preparation of design, specifications and details of underground fuel storage tanks, site electrical, fiber optic, telephone, cable and natural gas lines are not included in Consultant's services.
- Design of sanitary sewer and/or storm drainage lift stations, including pumps and appurtances are not included in Consultant's services.
- Performance of fire flow or sanitary capacity testing or hydraulic analysis of water services is not included in Consultant's services.
- Storm water detention design or analysis. Stream hydrologic and hydraulic studies with computations for analyzing and determination of flood plains and channel improvements are not included in Consultant's services.
- Preparation of design and details of site retaining walls four (4) feet in height or greater are not included in Consultant's services
- Changes to the contract documents required as a result of damage done to existing utilities, pavement, flatwork, storm water management BMP's, etc by the Contractor are not included in Consultant's services.
- Preparation of reports, permit applications and processing of permits for obtaining approvals are not included in Consultant's services. This includes permitting through local City and/or County agencies, State agencies (TCEQ) and federal agencies (FEMA Flood Plain Letter of Map Amendment (LOMA)).
- Payment of any and all permitting, plan review and platting fees imposed by the City or other agencies are not included in Consultant's services.
- Payment for application fees for RTHL and National Register, purchase of markers or installation are not included in Consultant's services.
- City to provide access to site for site and equipment to perform geotechnical work. The equipment required to drill borings may rut the site; Consultant is not responsible for re-grading or repair of vegetation at these locations.

**EXHIBIT "B"**

**SCHEDULE**

|         |  |            |
|---------|--|------------|
| Phase 1 | Construction Documents*                | 4 months   |
| Phase 2 | Bidding or Negotiation*                | 2.5 months |
| Phase 3 | Construction Administration            | 12 months  |
| Phase 4 | Restroom Schematic Design, Design Dev. | 6 weeks    |
| Phase 5 | Geotechnical Services                  | 6 weeks    |
| Phase 6 | Topographic Survey                     | 2 months   |
| Phase 7 | Boundary Survey, Site Plan & Plat**    | TBD        |
| Phase 8 | Historic Designations                  | TBD        |

Total schedule for overall project is 22 months (1 year, 10 months) with construction to be completed by December 1, 2016.

\* Final dates for Construction Documents and Bid/Negotiation phases to be reviewed and confirmed with City and CMAR, with construction to begin tentatively on September 1, 2015.

\*\*Final dates for completion and approvals of Site Plan and Preliminary Plat will comply with approval process, as decided at Pre-Application meeting held with City on January 22, 2015. Schedule for submittal of Final Plat to City will follow completion of construction; tentative timeframe for this is fall 2016.

**EXHIBIT "C"**  
**FEES**

For the proposed Consultant Services outlined above, the City of Plano agrees to pay Consultant a fee as noted below.

**Fees**

**Basic Services:**

|  |                                  |                      |
|--|----------------------------------|----------------------|
| Phase 1                                      | Construction Documents           | \$ 195,884.00        |
| Phase 2                                      | Bidding/Negotiation              | \$ 25,628.00         |
| Phase 3                                      | Construction Administration      | \$ 126,470.00        |
| Phase 4                                      | Restrm Arch - SD Design, DD, CDS | \$ 16,450.00         |
| <b>Total Basic Services Consulting Fees:</b> |                                  | <b>\$ 364,432.00</b> |

**Supplemental Services:**

|   |                                  |                     |
|---|----------------------------------|---------------------|
| Phase 5   | Topographic Survey               | \$ 11,000.00        |
| Phase 6   | Boundary Survey and Platting     | \$ 17,255.00        |
| Phase 7   | Geotechnical Services            | \$ 6,490.00         |
| Phase 8   | Historic Designations (NR, RTHL) | \$ 18,000.00        |
| <b>Total Supplemental Services Consulting Fees:</b> |                                  | <b>\$ 52,745.00</b> |

Reimbursable Expense Allowance

\$ 9,000.00

**Total Proposed Fee:**

**\$ 426,177.00**

**Reimbursable Expenses**

Reimbursable Expense Allowance will include travel expenses within Dallas, Collin and adjacent counties at standard IRS mileage rate, in-house and out-of-house printing, reproduction, photographic services (including photography of archival materials), delivery services, courier, mail, TDLR/Texas Accessibility Standards fees, authorized sub-consultant fees and other expenses. Reimbursable expenses will be invoiced at a 1.10 multiplier.

The following expenses are not included in the Reimbursable Expense Allowance and shall be approved in advance by the Owner prior to their expenditure:

- Professional photography
- Renderings, models and special presentation materials, if needed
- Travel expenses, including mileage reimbursement, hotel and lodging, and other transportation outside of Dallas-Fort Worth, if necessary
- Physical testing of materials, soils, or probes of existing construction.
- Additional site or topographic surveys, including of selected areas of the site
- Paint analysis
- Testing of concrete and other materials during construction
- Other miscellaneous expenses as may be requested by the Owner

## ADDITIONAL SERVICES

Additional services must receive written authorization from the City before being performed.  
The following hourly rates will be utilized for additional services:

|  |           |
|--|-----------|
| Quimby McCoy Preservation Architecture, LLP  |           |
| Principal                                    | \$ 175.00 |
| Senior Preservation Architect                | \$ 125.00 |
| Architect/Designer                           | \$ 100.00 |
| Arch. Intern                                 | \$ 75.00  |
| Clerical                                     | \$ 50.00  |
| Jaster Quintanilla Dallas, LLP - Structural  |           |
| Principal/Partner                            | \$ 240.00 |
| Senior Project Manager                       | \$ 210.00 |
| Engineering Technical Lead                   | \$ 190.00 |
| Project Manager                              | \$ 155.00 |
| Senior Project Engineer                      | \$ 135.00 |
| Project Engineer                             | \$ 120.00 |
| Senior Technician                            | \$ 110.00 |
| Technician                                   | \$ 90.00  |
| Administrative                               | \$ 75.00  |
| Jaster Quintanilla Dallas, LLP - Civil       |           |
| Principal/Partner                            | \$ 200.00 |
| Senior Project Manager                       | \$ 165.00 |
| Engineering Technical Lead                   | \$ 180.00 |
| Project Manager                              | \$ 145.00 |
| Senior Project Engineer                      | \$ 125.00 |
| Project Engineer                             | \$ 110.00 |
| Senior Technician                            | \$ 100.00 |
| Technician                                   | \$ 80.00  |
| Senior Registered Professional Land Surveyor | \$ 145.00 |
| Registered Professional Land Surveyor        | \$ 110.00 |
| Survey Crew                                  | \$ 140.00 |
| Administrative                               | \$ 70.00  |
| NOVA Engineering                             |           |
| Principal                                    | \$ 180.00 |
| CAD Technician                               | \$ 60.00  |
| David Baldwin, Inc                           |           |
| Principal/Landscape Architect                | \$ 175.00 |
| Senior Landscape Designer                    | \$ 120.00 |
| Junior Landscape Designer                    | \$ 103.50 |
| Technical (CAD Drafting)                     | \$ 80.00  |
| Clerical                                     | \$ 57.50  |

**EXHIBIT "D"**

**ARCHITECTURE**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
  - 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
  - 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
  - 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.
- 2. Architect's Insurance - "Occurrence" Basis:**
- 2.1 The Architect shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
    - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
      - i. General aggregate limit is to apply per project;
      - ii. Premises/Operations;
      - iii. Actions of Independent Contractors;
      - iv. Contractual Liability including protection for the Architect from claims arising out of liability assumed under this contract;
      - v. Personal Injury Liability including coverage for offenses related to employment;
      - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
    - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

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

**3.0 Consultant's Insurance – Claims Made**

**Professional Errors and Omissions**

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

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

# ARCHITECTURE

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

**Architectural Services Agreement**  
**Saigling House Architectural Renovation**  
**Project No. 6572**

**Exhibit D – Page 4**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

|  |   |
|--|---|
| PRODUCER<br>McLaughlin Brunson Insurance Agency, LLP<br>6090 LBJ Freeway<br>Suite 220<br>Dallas TX 75240 | CONTACT NAME<br>Mellisa Pratt<br>PHONE No. (214) 503-1212<br>FAX No. (214) 503-8899<br>INSURERS AFFORDING COVERAGE<br>INSURER A: XL Specialty Insurance Company<br>INSURER B: Travelers Indemnity Co. of Am.<br>INSURER C: Travelers Lloyds Ins. Company<br>INSURER D: Charter Oak Fire Insurance Co.<br>INSURER E:<br>INSURER F: |
|--|---|

INSURED  
Quimby McCoy Preservation Architecture LLP  
3200 Main Street, #3.6  
Dallas TX 75226

(214) 977-9118  
POLICY NUMBER: 15726

### COVERAGES

CERTIFICATE NUMBER: cert ID 15726

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDITIONAL INSURER (VWD) | POLICY NUMBER                           | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXPI. DATE (MM/DD/YYYY) | LIMITS  |
|----------|---|--------------------------|---|-------------------------------|--------------------------------|---|
| C        | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  | Y                        | PACFP58291210                           | 8/15/2012                     | 8/15/2013                      | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (EA occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| D        | AUTOMOBILE LIABILITY<br>ANY AUTO SCHEDULED AUTOS<br>X HIRED AUTOS<br>NON-OWNED AUTOS  | Y                        | BA58291579<br>No Owned Autos on policy. | 8/15/2012                     | 8/15/2013                      | COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ 1,000,000<br>BODILY INJURY (Per accident) \$ 1,000,000<br>PROPERTY DAMAGE (Per accident) \$ 5   |
|          | UMBRELLA/LIAB EXCESS LIAB   |                          |   |                               |                                | EACH OCCURRENCE \$ 5<br>AGGREGATE \$ 5  |
| B        | HOUSEHOLD OWNERS LIABILITY<br>ANY PROPER ETC OR PARTNER/RELATIVE OF CERTIFICATE HOLDER (Mandatory in NH)<br>X (Mandatory in NH)<br>DESCRIPTION OF OPERATIONS below: | Y                        | UB35467795                              | 8/15/2012                     | 8/15/2013                      | X NON-STATUT. ORN<br>EL EACH/ACCIDENT \$ 1,000,000<br>EL DISEASE - EMPLOYEE \$ 1,000,000<br>EL DISEASE POLICY LIMIT \$ 1,000,000  |
| A        | Professional Liability  | N                        | DBR9702735                              | 8/15/2012                     | 8/15/2013                      | Per Claim/Annual Aggregate \$ 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)  
The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. City of Plano is shown as an additional insured on the general, auto and umbrella liability coverages as required by contract. A waiver of subrogation in favor of the additional insureds is shown on all policies. RE: Saigling House, Start Up

|  |   |
|--|---|
| CERTIFICATE HOLDER<br>City of Plano<br>Attn: Bill Dakin<br>1409 Ave. X<br>Plano TX 75074 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><i>Melissa Pratt</i> |
|--|---|

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**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 **QUIMBY MCCOY PRESERVATION ARCHITECTURE, LLP**, a Limited Liability Partnership 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 **QUIMBY MCCOY PRESERVATION ARCHITECTURE, LLP**, 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.

QUIMBY MCCOY PRESERVATION ARCHITECTURE, LLP

By:

*Marcus Quimby*  
Signature

Marcus Quimby  
Print Name

Partner  
Title

FEB 6, 2015  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

SUBSCRIBED AND SWORN TO before me this 6<sup>th</sup> day of Feb., 2015.

*[Signature]*  
Notary Public, State of Texas





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|  |                                  |  |                         |                |
|--|----------------------------------|--|-------------------------|----------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                  |  |                         |                |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                  |  |                         |                |
| Council Meeting Date:  |                                  | 2/23/15  |                         |                |
| Department:  |                                  | Public Works   |                         |                |
| Department Head  |                                  | Gerald Cosgrove  |                         |                |
| Agenda Coordinator (include phone #): <b>Lincoln Thompson x7376</b>  |                                  |  |                         |                |
| <b>CAPTION</b>   |                                  |  |                         |                |
| To approve an expenditure for a Trinity Eagle Bridge Trailer in the amount of \$88,000 from Trinity Trailer Sales for Fleet Services to be utilized by Compost Operations and authorizing the City Manager to execute all necessary documents.   |                                  |  |                         |                |
| <b>FINANCIAL SUMMARY</b>   |                                  |  |                         |                |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                                  |  |                         |                |
| FISCAL YEAR: <b>2014-15</b>  | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                                  | <b>Future<br/>Years</b> | <b>TOTALS</b>  |
| Budget   | 0                                | 88,000   | 0                       | <b>88,000</b>  |
| Encumbered/Expended Amount   | 0                                | 0  | 0                       | <b>0</b>       |
| This Item  | 0                                | -88,000  | 0                       | <b>-88,000</b> |
| BALANCE  | 0                                | 0  | 0                       | <b>0</b>       |
| <b>FUND(S):    EQUIPMENT REPLACEMENT FUND</b>  |                                  |  |                         |                |
| <b>COMMENTS:</b> Funds are available in the FY 2014-15 Adopted Budget to purchase one (1) Trinity Eagle Bridge Trailer for the scheduled replacement of unit #06552 in Cost Center #714/Compost Operation. Remaining balance will be used for other Fleet and Equipment purchases.<br><b>STRATEGIC PLAN GOAL:</b> Providing one (1) Trinity Eagle Bridge Trailer for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence. |                                  |  |                         |                |
| <b>SUMMARY OF ITEM</b>   |                                  |  |                         |                |
| Fleet Services recommends the purchase of a Trinity Eagle Bridge Trailer in the amount of \$88,000 from Trinity Trailer Sales to be utilized by Compost Operations. This is a necessary procurement because of unforeseen damage to public machinery, equipment, or other property. The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(3).                        |                                  |  |                         |                |
| List of Supporting Documents:<br>Memo  |                                  | Other Departments, Boards, Commissions or Agencies<br>NA |                         |                |



# Memorandum

**Date:** February 10, 2015  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** Compost Trailer Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Trinity Eagle Bridge trailer from Trinity Trailer Sales in the amount of \$88,000.00.

This is for the replacement of unit 06552 in Cost Center 714/Compost Operation for unforeseen damage due to a major accident.

Due to the accident this unit is a total loss and Fleet Services recommends replacement. If the unit is not replaced the department will be limited in its ability to perform daily operations.

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



# CITY OF PLANO COUNCIL AGENDA ITEM

|   |                  |                                  |  |                         |                  |
|---|------------------|----------------------------------|--|-------------------------|------------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                  |                                  |  |                         |                  |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                  |                                  |  |                         |                  |
| Council Meeting Date:   |                  | 2/23/15                          |  |                         |                  |
| Department:   |                  | Public Works                     |  |                         |                  |
| Department Head   |                  | Gerald P. Cosgrove               |  |                         |                  |
| Agenda Coordinator (include phone #): <b>Tiffany Stephens (972) 769-4264</b>  |                  |                                  |  |                         |                  |
| <b>CAPTION</b>  |                  |                                  |  |                         |                  |
| To approve an expenditure for SolarBee Potable Water Mixers in the amount of \$331,534 from Medora Corporation for Public Works and authorizing the City Manager to execute all necessary documents.  |                  |                                  |  |                         |                  |
| <b>FINANCIAL SUMMARY</b>  |                  |                                  |  |                         |                  |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP   |                  |                                  |  |                         |                  |
| FISCAL YEAR:  | <b>2014-2015</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> | <b>TOTALS</b>    |
| Budget  |                  | 380,713                          | 1,098,000  | 450,000                 | <b>1,928,713</b> |
| Encumbered/Expended Amount  |                  | -380,713                         | -201,411   | 0                       | <b>-582,124</b>  |
| This Item   |                  | 0                                | -331,534   | 0                       | <b>-331,534</b>  |
| BALANCE   |                  | 0                                | 565,055  | 450,000                 | <b>1,015,055</b> |
| <b>FUND(S):    CAPITAL RESERVE FUND</b>   |                  |                                  |  |                         |                  |
| <p><b>COMMENTS:</b> Funding for this item is available in the 2014-15 Capital Reserve CIP. This item, in the amount of \$331,534, will leave a current year balance of \$565,055 for further expenditures related to extending the useful life of pump stations.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining solar powered mixing devices to improve water quality in Plano's ground storage tanks relates to the City's goal of Financially Strong City with Service Excellence.</p>  |                  |                                  |  |                         |                  |
| <b>SUMMARY OF ITEM</b>  |                  |                                  |  |                         |                  |
| <p>In an effort to preserve and protect the public health and safety of the City of Plano residents, the Public Works Department has investigated several methods to maintain water quality in several areas of the city. The Public Works Department has determined that installing four solar powered mixers in the ground storage tanks located at the Ridgeview Pump Station will help improve water quality and reduce the need to flush. The cost for the mixers and their installation is \$331,534. This is a sole source purchase.</p> |                  |                                  |  |                         |                  |
| List of Supporting Documents:   |                  |                                  | Other Departments, Boards, Commissions or Agencies |                         |                  |
| Memo  |                  |                                  |  |                         |                  |



# Memorandum

**Date:** February 11, 2015

**To:** Diane Palmer- Boeck, CPPO, Chief Purchasing Officer

**From:** Gerald P. Cosgrove, P.E., Director of Public Works

**Subject:** Medora Corporation – Sole Source Purchase

In an effort to preserve and protect the public health and safety of the City of Plano residents, the Public Works Department desires to install solar powered mixers in the four ground storage tanks located at the Ridgeview Pump Station. These mixers will help maintain the quality of our water and reduce the need to flush. Medora Corporation has many patents on this style of mixer and is the sole supplier of this type of equipment.

It is my recommendation we award this expenditure to Medora Corporation.



# CITY OF PLANO COUNCIL AGENDA ITEM

|   |                |                                  |  |                         |
|---|----------------|----------------------------------|--|-------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                |                                  |  |                         |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                |                                  |  |                         |
| Council Meeting Date:   |                | February 23, 2015                |  |                         |
| Department:   |                | Planning                         |  |                         |
| Department Head   |                | Christina Day                    |  |                         |
| Agenda Coordinator (include phone #): <b>Kellie Boyer x7248</b>   |                |                                  |  |                         |
| <b>CAPTION</b>  |                |                                  |  |                         |
| To approve an expenditure for a license agreement for digital orthophotography and LiDAR and contour data in the estimated amount of \$59,004 from North Central Texas Council of Governments (NCTCOG) for the Planning Department and authorizing the City Manager to execute all necessary documents.   |                |                                  |  |                         |
| <b>FINANCIAL SUMMARY</b>  |                |                                  |  |                         |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP   |                |                                  |  |                         |
| FISCAL YEAR:  | <b>2014-15</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> |
|   |                | <b>TOTALS</b>                    |  |                         |
| Budget  | 0              | 150,000                          | 0  | <b>150,000</b>          |
| Encumbered/Expended Amount  | 0              | 0                                | 0  | <b>0</b>                |
| This Item   | 0              | -59,004                          | 0  | <b>-59,004</b>          |
| BALANCE   | 0              | 90,996                           | 0  | <b>90,996</b>           |
| <b>FUND(S):    TECHNOLOGY FUND</b>  |                |                                  |  |                         |
| <p><b>COMMENTS:</b> Funds are available from the 2014-15 Technology Fund Projects Budget for the licensing and update of the City's GIS software system. This item approves the purchase of the Orthophotography, LiDAR and Contours license from the NCTCOG for \$59,004, which is Phase I of the GIS update project. The balance of funds will be used for the second phase of the project which updates the GIS linear data for roadways and bridges.</p> <p><b>STRATEGIC PLAN GOAL:</b> Purchasing software licenses to support the GIS system relates to the City's Goal of Financially Strong City with Service Excellence.</p> |                |                                  |  |                         |
| <b>SUMMARY OF ITEM</b>  |                |                                  |  |                         |
| Staff recommends approval of an expenditure for a license agreement between North Central Texas Council of Governments (NCTCOG) and the City of Plano where NCTCOG will provide digital orthophotography and LiDAR and contour data for use by the City of Plano for an estimated amount of \$59,004.   |                |                                  |  |                         |
| List of Supporting Documents:   |                |                                  | Other Departments, Boards, Commissions or Agencies |                         |
| Memo  |                |                                  |  |                         |



# Memorandum

**Date:** January 22, 2015  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Ron Reynolds, GIS Manager  
**Subject:** NCTCOG Orthophotography Project

I am submitting for approval to move forward on the acquisition of orthophotography, contour and LiDAR (Laser collected 3d terrain) from North Central Texas Council of Governments' (NCTCOG) data sharing program.

The project is intended to replace data collected in a 1999 orthophotography/countour/planimetric project. This is the first part of the project with the second part occurring in August with the generation of new planimetric data. The total amount budgeted for the project is \$150,000.

The City's cost for the first part of the project is \$59,004. Costs for the second part of the project won't be established until after completion of the orthophotography collection.

If this contract is not awarded we will be using outdated information. This could cause critical issues with our storm water drainage fees and we would be providing outdated information from 1999 to many different City departments, developers, etc.

RR



# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                                 |                          |  |                 |              |
|--|---------------------------------|--------------------------|--|-----------------|--------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                 |                          |  |                 |              |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                 |                          |  |                 |              |
| Council Meeting Date:  |                                 | 02/23/2015               |  |                 |              |
| Department:  |                                 | Human Resources          |  |                 |              |
| Department Head  |                                 | Shante Akafia            |  |                 |              |
| Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7074</b>   |                                 |                          |  |                 |              |
| <b>CAPTION</b>   |                                 |                          |  |                 |              |
| A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Princeton, Texas to allow employees of the City of Princeton, Texas to participate in training classes offered by the City of Plano, Texas, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.   |                                 |                          |  |                 |              |
| <b>FINANCIAL SUMMARY</b>   |                                 |                          |  |                 |              |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                                 |                          |  |                 |              |
| FISCAL YEAR:   | <b>2014-15 thru<br/>2017-18</b> | Prior Year<br>(CIP Only) | Current<br>Year                                    | Future<br>Years | TOTALS       |
| Budget   |                                 | 0                        | 0  | 0               | 0            |
| Encumbered/Expended Amount   |                                 | 0                        | 0  | 0               | 0            |
| This Item  |                                 | 0                        | 2,000  | 6,000           | <b>8,000</b> |
| BALANCE  |                                 | 0                        | 2,000  | 6,000           | <b>8,000</b> |
| <b>FUND(S):    GENERAL FUND</b>  |                                 |                          |  |                 |              |
| <p><b>COMMENTS:</b> Approval of this item will result in \$2,000 in annual revenue from the City of Princeton for employee training. The estimated annual amount of revenue to be earned in FY 2014-15 is \$2,000. The estimated future annual revenue amount is \$6,000, which will be earned if renewed annually.</p> <p><b>STRATEGIC PLAN GOAL:</b> Interlocal agreements to provide training courses for the City of Princeton employees relate to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>  |                                 |                          |  |                 |              |
| <b>SUMMARY OF ITEM</b>   |                                 |                          |  |                 |              |
| Interlocal Agreement by and between the City of Plano, Texas and the City of Princeton, Texas to allow employees of the City of Princeton, Texas to participate in training classes offered by the City of Plano, Texas. The agreement shall begin on March 1, 2015 and end on February 28, 2016; provided however, each party shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term. (City of Plano Tracking #2015-133-1) |                                 |                          |  |                 |              |
| List of Supporting Documents:  |                                 |                          | Other Departments, Boards, Commissions or Agencies |                 |              |
| Resolution and Interlocal Agreement  |                                 |                          |  |                 |              |

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Princeton, Texas to allow employees of the City of Princeton, Texas to participate in training classes offered by the City of Plano, Texas, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between City of Plano and City of Princeton for educational services, 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 23rd day of February, 2015.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND THE CITY OF PRINCETON, TEXAS  
FOR CITY OF PRINCETON EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM  
2015-133-I**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and the **CITY OF PRINCETON, TEXAS**, a municipality hereinafter referred to as "Princeton", as follows:

**W I T N E S S E T H:**

**WHEREAS**, Plano and Princeton are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

**WHEREAS**, the Act provides authority for entities such as Plano and Princeton to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, City of Plano Professional Development Center offers Business Productivity education courses ("Program") and desires to offer the Program to Princeton employees; and

**WHEREAS**, Plano and Princeton have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

**WHEREAS**, the Program will provide employees of both cities with additional knowledge and skills to more effectively serve the citizens.

**NOW, THEREFORE**, Plano and Princeton, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.  
TERM**

The initial term of this Agreement shall begin on March 1, 2015 and end on February 28, 2016; provided however, that each party shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term or the immediately preceding term.

**II.  
THE PROGRAM**

The parties agree that Plano and Princeton shall offer the business productivity training courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that deviations or modifications in the courses, fees and/or conditions provided for in **Exhibit "A"** may be authorized from time to time by the respective City Manager, or designee, but said authorization must be made in writing and provided pursuant to the Notice provision of this Agreement.

**III.**  
**ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES**

1. Princeton and Plano shall each designate a program liaison that will manage program details and work with the other party's program liaison in content and logistics planning. Princeton and Plano shall provide the other party with reasonably necessary student-employee information for the purpose of registration and documentation. Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of their respective city.

2. Plano shall provide curriculum design, program delivery, assembly of program materials, and development of materials for participants for Program courses being presented in their respective cities.

**IV.**  
**CONSIDERATION / FEES**

A. In consideration for providing the Program courses as specified in Exhibit "A", each party whose employees receive such training shall pay the city providing the Program services according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Upon delivery of Program services, and presentation of a properly documented invoice, the party receiving the Program services under this Agreement shall promptly, and in any case within thirty (30) days, pay the providing party the full amount of the invoice. All payments for services will be made from current revenues available to the paying party.

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

**V.**  
**TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. The obligation of the parties to pay any and all fees and costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

**VI.**  
**RELEASE AND HOLD HARMLESS**

Each Party shall accept responsibility for, any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring during the Program or while traveling to or from the Program. Plano, to the extent

allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence and Princeton, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, Princeton and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

## **VII. NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

### **City of Princeton Representative:**

Lesia Thornhill  
Asst. City Manager/City Secretary  
City of Princeton  
123 W. Princeton Drive  
Princeton, Texas 75407  
T 972-736-2416

### **City of Plano Representative:**

Debbie Speed  
Training Coordinator  
Human Resources Department  
City of Plano  
1520 Avenue K  
Plano, Texas 75074  
T 972-941-7217

## **VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer 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. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Princeton has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**IX.  
SEVERABILITY**

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

**X.  
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.  
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.  
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.  
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

**XIV.  
EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

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

**CITY OF PRINCETON, TEXAS**

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

By: \_\_\_\_\_  
Name: Derek Borg  
Title: CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Clark McCoy, CITY ATTORNEY

**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
Diane Palmer-Boeck  
PURCHASING MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **DEREK BORG**, City Manager, of **CITY OF PRINCETON, TEXAS**, a municipality, on behalf of said municipality.

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

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **DIANE PALMER-BOECK**, Purchasing Manager, of **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

## Exhibit A

### Scope of Services

The City of Plano would like to partner with the City of Princeton regarding training courses for city employees.

Training classes available to the employees include:

|                          |
|--------------------------|
| Leadership               |
| Management               |
| Customer Service         |
| Diversity/Inclusion      |
| Desktop Computing        |
| Professional Development |

Class pricing per employee will be as follows:

|                                       |
|---------------------------------------|
| Half day class = \$65.00              |
| Full day class = \$110.00             |
| 2 hour class = \$35.00                |
| 40 Hr. Conflict Mediation = \$ 335.00 |

#### Special Courses:

Conflict Mediation 40 hour certification course. \$300.00 plus manual cost of \$35.00.

7 Habits = \$285.00 plus manual cost of \$125.00

Six month "Leadership for the 21st Century" = \$1650.00

#### Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 5 business days notification prior to the start of the class. No shows will be billed.



# CITY OF PLANO COUNCIL AGENDA ITEM

|   |                                 |                          |  |                 |        |
|---|---------------------------------|--------------------------|--|-----------------|--------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                                 |                          |  |                 |        |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                                 |                          |  |                 |        |
| Council Meeting Date:   |                                 | 02/23/2015               |  |                 |        |
| Department:   |                                 | Human Resources          |  |                 |        |
| Department Head   |                                 | Shante Akafia            |  |                 |        |
| Agenda Coordinator (include phone #): <b>Sharron Mason - Ext. 7074</b>  |                                 |                          |  |                 |        |
| <b>CAPTION</b>  |                                 |                          |  |                 |        |
| <p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Van Alstyne, Texas to allow employees of the City of Van Alstyne, Texas to participate in training classes offered by the City of Plano, Texas, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>   |                                 |                          |  |                 |        |
| <b>FINANCIAL SUMMARY</b>  |                                 |                          |  |                 |        |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP   |                                 |                          |  |                 |        |
| FISCAL YEAR:  | <b>2014-15 thru<br/>2017-18</b> | Prior Year<br>(CIP Only) | Current<br>Year                                    | Future<br>Years | TOTALS |
| Budget  |                                 | 0                        | 0  | 0               | 0      |
| Encumbered/Expended Amount  |                                 | 0                        | 0  | 0               | 0      |
| This Item   |                                 | 0                        | 1,000  | 3,000           | 4,000  |
| BALANCE   |                                 | 0                        | 1,000  | 3,000           | 4,000  |
| <b>FUND(S):     GENERAL FUND</b>  |                                 |                          |  |                 |        |
| <p><b>COMMENTS:</b> Approval of this item will result in \$4,000 in annual revenue from the City of Van Alstyne for employee training. The estimated annual amount of revenue to be earned in FY 2014-15 is \$1,000. The estimated future annual revenue amount is \$3,000, which will be earned if renewed annually.</p> <p><b>STRATEGIC PLAN GOAL:</b> Interlocal agreements to provide training courses for City employees relate to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>  |                                 |                          |  |                 |        |
| <b>SUMMARY OF ITEM</b>  |                                 |                          |  |                 |        |
| <p>Interlocal Agreement by and between the City of Plano, Texas and the City of Van Alstyne, Texas to allow employees of the City of Van Alstyne, Texas to participate in training classes offered by the City of Plano, Texas. The agreement shall begin on March 1, 2015 and end on February 28, 2016; provided however, each party shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term. (City of Plano Tracking #2015-147-1)</p> |                                 |                          |  |                 |        |
| List of Supporting Documents:   |                                 |                          | Other Departments, Boards, Commissions or Agencies |                 |        |
| Resolution and Interlocal Agreement   |                                 |                          |  |                 |        |

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Van Alstyne, Texas to allow employees of the City of Van Alstyne, Texas to participate in training classes offered by the City of Plano, Texas, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

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

**WHEREAS**, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between City of Plano and City of Van Alstyne for educational services, 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 23rd day of February, 2015.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND THE CITY OF VAN ALSTYNE, TEXAS  
FOR CITY OF VAN ALSTYNE EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM  
2015-147-I**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and the **CITY OF VAN ALSTYNE, TEXAS**, a municipality hereinafter referred to as "Van Alstyne", as follows:

**W I T N E S S E T H:**

**WHEREAS**, Plano and Van Alstyne are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

**WHEREAS**, the Act provides authority for entities such as Plano and Van Alstyne to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, City of Plano Professional Development Center offers Business Productivity education courses ("Program") and desires to offer the Program to Van Alstyne employees; and

**WHEREAS**, Plano and Van Alstyne have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

**WHEREAS**, the Program will provide employees of both cities with additional knowledge and skills to more effectively serve the citizens.

**NOW, THEREFORE**, Plano and Van Alstyne, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.  
TERM**

The initial term of this Agreement shall begin on March 1, 2015 and end on February 28, 2016; provided however, that each party shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to the other party of their election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term or the immediately preceding term.

**II.  
THE PROGRAM**

The parties agree that Plano and Van Alstyne shall offer the business productivity training courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that deviations or modifications in the courses, fees and/or conditions provided for in **Exhibit "A"** may be authorized from time to time by the respective City Manager, or designee, but said authorization must be made in writing and provided pursuant to the Notice provision of this Agreement.

**III.**  
**ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES**

1. Van Alstyne and Plano shall each designate a program liaison that will manage program details and work with the other party's program liaison in content and logistics planning. Van Alstyne and Plano shall provide the other party with reasonably necessary student-employee information for the purpose of registration and documentation. Plano shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of their respective city.

2. Plano shall provide curriculum design, program delivery, assembly of program materials, and development of materials for participants for Program courses being presented in their respective cities.

**IV.**  
**CONSIDERATION / FEES**

A. In consideration for providing the Program courses as specified in Exhibit "A", each party whose employees receive such training shall pay the city providing the Program services according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Upon delivery of Program services, and presentation of a properly documented invoice, the party receiving the Program services under this Agreement shall promptly, and in any case within thirty (30) days, pay the providing party the full amount of the invoice. All payments for services will be made from current revenues available to the paying party.

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

**V.**  
**TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. The obligation of the parties to pay any and all fees and costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

**VI.**  
**RELEASE AND HOLD HARMLESS**

Each Party shall accept responsibility for, any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring during the Program or while traveling to or from the Program. Plano, to the extent

allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence and Van Alstyne, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, Van Alstyne and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

## **VII. NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

**City of Van Alstyne Representative:**

Frank Baker  
City Manager  
City of Van Alstyne  
242 E. Jefferson Street  
Van Alstyne, Texas 75495  
T 903-482-5426

**City of Plano Representative:**

Debbie Speed  
Training Coordinator  
Human Resources Department  
City of Plano  
1520 Avenue K  
Plano, Texas 75074  
T 972-941-7217

## **VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer 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. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Van Alstyne has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**IX.  
SEVERABILITY**

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

**X.  
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.  
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.  
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.  
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

**XIV.  
EFFECTIVE DATE**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

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

**CITY OF VAN ALSTYNE, TEXAS**

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

By: \_\_\_\_\_  
Name: Frank Baker  
Title: CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Julie Fort, CITY ATTORNEY

**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
Diane Palmer-Boeck  
PURCHASING MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**ACKNOWLEDGMENTS**

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **FRANK BAKER**, City Manager, of **CITY OF VAN ALSTYNE, TEXAS**, a municipality, on behalf of said municipality.

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

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **DIANE PALMER-BOECK**, Purchasing Manager, of **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

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

# Exhibit A

## Scope of Services

The City of Plano would like to partner with the City of Van Alstyne regarding training courses for city employees.

Training classes available to the employees include:

|                          |
|--------------------------|
| Leadership               |
| Management               |
| Customer Service         |
| Diversity                |
| Desktop Computing        |
| Professional Development |

Class pricing per employee will be as follows:

|   |
|---|
| Full day class = \$110.00                     |
| Half day class = \$65.00                      |
| 2 hour class = \$35.00                        |
| 1.5 hour class = \$25.00                      |
| 40 Hr. Conflict Mediation = \$ 335.00         |
| "Leadership for the 21st Century" = \$1650.00 |

### Special Courses:

Conflict Mediation 40 hour certification course. \$300.00 plus manual cost of \$35.00.

7 Habits = \$285.00 plus manual cost of \$125.00

Six month "Leadership for the 21st Century" = \$1650.00

Technology and language courses requiring additional manuals.

Courses taught by Garland McWatters and other instructors having additional materials costs will be noted in the email course announcement to your city.

### Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 5 business days notification prior to the start of the class. No shows will be billed.

Courses taught by Garland McWatters and a few other instructors will have a cancellation deadline of two weeks prior to the class. This is due the printing costs of specialized materials. This will be noted in the email course announcement to your city.



# CITY OF PLANO COUNCIL AGENDA ITEM

|   |  |                                  |  |                         |                    |
|---|--|----------------------------------|--|-------------------------|--------------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |  |                                  |  |                         |                    |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |  |                                  |  |                         |                    |
| Council Meeting Date:   |  | 02/23/15                         |  |                         |                    |
| Department:   |  | Economic Development             |  |                         |                    |
| Department Head   |  | Sally Bane                       |  |                         |                    |
| Agenda Coordinator (include phone #): <b>Toshia Kimball x7479</b>   |  |                                  |  |                         |                    |
| <b>CAPTION</b>  |  |                                  |  |                         |                    |
| A Resolution of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and CNMK Texas Properties, LLC, a Texas limited liability company; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.   |  |                                  |  |                         |                    |
| <b>FINANCIAL SUMMARY</b>  |  |                                  |  |                         |                    |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP   |  |                                  |  |                         |                    |
| FISCAL YEAR:  | <b>2017-18<br/>through<br/>2027-28</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> | <b>TOTALS</b>      |
| Budget  |  | 0                                | 35,889,120   | 0                       | <b>35,889,120</b>  |
| Encumbered/Expended Amount  |  | 0                                | -4,708,700   | -16,863,500             | <b>-21,572,200</b> |
| This Item   |  | 0                                | -603,655   | 0                       | <b>-603,655</b>    |
| BALANCE   |  | 0                                | 30,576,765   | -16,863,500             | <b>13,713,265</b>  |
| <b>FUND(S):     ECONOMIC DEVELOPMENT INCENTIVE FUND</b>   |  |                                  |  |                         |                    |
| <b>COMMENTS:</b> Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.   |  |                                  |  |                         |                    |
| <b>SUMMARY OF ITEM</b>  |  |                                  |  |                         |                    |
| A request from CNMK Texas Properties, LLC, a Texas limited liability company, to retain and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City. CNMK Texas Properties, LLC agrees to occupy at least 100,000 gross square feet of office space at 3900 Dallas Parkway, Suite 500 and retain, transfer or create up to 330 Job Equivalents by 12/31/19. |  |                                  |  |                         |                    |
| <a href="http://goo.gl/maps/sbx09">http://goo.gl/maps/sbx09</a>   |  |                                  |  |                         |                    |
| List of Supporting Documents:   |  |                                  | Other Departments, Boards, Commissions or Agencies |                         |                    |
| Resolution  |  |                                  |  |                         |                    |
| Economic Development Incentive Agreement  |  |                                  |  |                         |                    |

**A Resolution of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and CNMK Texas Properties, LLC, a Texas limited liability company; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Economic Development Incentive Agreement by and between the City of Plano, Texas and CNMK Texas Properties, LLC, a Texas limited liability company, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 23rd day of February, 2015.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

## **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

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

### **WITNESSETH:**

**WHEREAS**, Company is engaged in the business of motion picture exhibition and plans to add Eight Million Five Hundred Thousand Dollars (\$8,500,000) of Real Property improvements and One Million Five Hundred Thousand Dollars (\$1,500,000) of Business Personal Property (“BPP”) and maintain its current BPP taxable value of Three Million Five Hundred Forty Thousand Dollars (\$3,540,000) for a combined total of Five Million Forty Thousand Dollars (\$5,040,000) of BPP on the Real Property; and

**WHEREAS**, Company agrees to occupy at least 100,000 gross square feet of office space and retain, transfer or create up to 330 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

**WHEREAS**, the City Council finds that the occupancy of at least 100,000 gross square feet of office space and the retention, creation or transfer of up to 330 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

## **Article I Definitions**

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

“Company” shall mean CNMK Texas Properties, LLC, a Texas limited liability company.

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

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

“Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Real Property and each Job Equivalent is paid a total 2,080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Real Property” or “Property” shall mean 3900 Dallas Parkway, Suite 500, Plano, TX 75093.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and continue until December 31, 2027, unless sooner terminated as provided herein.

## **Article III Obligations of Company**

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

(a) On or before December 31, 2017, occupy the office space on the Real Property and maintain occupancy throughout the term of the Agreement; and

(b) By December 31, 2017, retain, create or transfer at least 280 Job Equivalents and maintain the Job Equivalents for a minimum of 180 days prior to grant payment and continue to maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) On or before December 31, 2017, construct Real Property Improvements that have a minimum taxable value of Eight Million Five Hundred Thousand Dollars (\$8,500,000) to the Real Property; and

(d) By December 31, 2019, and subject to maintaining the required number of Job Equivalents pursuant to Article III, Section (b) herein, Company may retain, create or transfer up to 50 additional Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

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

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

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Six Hundred Three Thousand Six Hundred Fifty-Five Dollars (\$603,655) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By December 31, 2017, Company shall occupy the office space and retain, transfer or create at least 280 Job Equivalents to the Real Property and maintain the Job Equivalents for a minimum of 180 days to be eligible to receive a payment of Three Hundred Thirty-Six Thousand Dollars (\$336,000). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III, Sections (a), (b) and (e) not earlier than June 30, 2018 and not later than September 30, 2018. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

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

(b) By December 31, 2017, Company agrees to construct Real Property Improvements that have a minimum taxable value of Eight Million Five Hundred Thousand Dollars (\$8,500,000) on the Real Property to be eligible to receive a payment of Two Hundred Seven Thousand Six Hundred Fifty-Five Dollars (\$207,655). **In order to receive the grant payment for Real Property Improvements, Company must file the Certificate of**

**Compliance for Real Property Improvements form attached hereto as Exhibit “C” certifying compliance with the obligations set forth in Article III (c) and attach a Tax Appraisal Notice of Value on or before September 30, 2018. A failure to provide this form and the Tax Appraisal Notice of Value on or before September 30, 2018 is an event of default and, if not cured, results in a complete forfeiture of the grant for Real Property Improvements.**

Notwithstanding anything in this Agreement to the contrary, the failure of the Company to comply with the provisions of Article III (c) and/or this Section 4.02(b) shall not constitute an event of default as to the Company’s rights to receive the portions of the grant described in Sections 4.02(a) and 4.02(c).

(c) By December 31, 2019, and subject to the Company transferring, creating and maintaining the minimum number of Job Equivalents required pursuant to Section 4.02(a) herein, Company may add up to an additional 50 Job Equivalents for a total maximum number of 330 Job Equivalents at the Real Property to be eligible to receive a second (2nd) grant payment of up to Sixty Thousand Dollars (\$60,000) which may be pro-rated at One Thousand Two Hundred Dollars (\$1,200) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit “B” as required by Section 4.02(d) below certifying the number of Job Equivalents added pursuant to Article III, Section (d) and compliance with Article III, Sections (a), (b) and (e) not later than January 31, 2020 to be eligible for the second (2nd) grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant and invokes the City’s right to a full refund, including damages, as set out in Section 4.03 below.**

City will make the payment within thirty (30) days of receipt of the January 31, 2020 annual certification if Company qualifies for a second (2nd) grant payment pursuant to this Section 4.02(c), unless the City reasonably objects to the certification. In no event will the City make the second (2nd) grant payment prior to January 1, 2020.

(d) Beginning January 2019, Company must submit an annual certification on the form attached hereto as Exhibit “B” not later than January 31st of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. **A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall be an event of default and, if not cured, results in the City’s right to a full refund, including damages, as set out in Section 4.03.**

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

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

(a) If the Company fails to meet and maintain the required number of Job Equivalents for more than 180 consecutive days as set out in Section 4.02(a) and the loss is not the result of an Event of Force Majeure, the Company shall forfeit the grant provided under

Sections 4.02(a) and 4.02(c) provided above. Thereafter, if the Company fails to maintain the required number of Job Equivalents, for which it has received payment, for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand Two Hundred Dollars (\$1,200) for each lost Job Equivalent.

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

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

(c) Subject to an Event of Force Majeure, if the Company fails to maintain occupancy of the Property for the entire term of the Agreement, Company shall refund the City the entire grant amount paid to Company by City for Real Property Improvements provided pursuant to Section 4.02(b). This refund is in addition to any refund due and payable for failure to meet the required number of Job Equivalents pursuant to this Agreement.

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

## **Article V Termination**

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

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

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice

thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

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

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

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

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

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

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5.01 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations,

lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

## **Article VII Assignment**

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

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

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

## **Article VIII Miscellaneous**

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

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

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

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

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

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

If intended for the Company:  
CNMK Texas Properties, LLC  
Attention: Mr. Tom Owens  
Executive Vice President, Real Estate  
3900 N. Dallas Parkway, Suite 500  
Plano, TX 75093

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

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

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

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

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

ATTEST:

CNMK Texas Properties, LLC, a Texas  
limited liability company

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

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

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

**EXHIBIT "A"**

**INITIAL CERTIFICATE OF COMPLIANCE**

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

\_\_\_\_\_ a. I hereby certify that CNMK Texas Properties, LLC has occupied the office space and retained, transferred or added at least 280 Job Equivalent positions at the Real Property by December 31, 2017, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

\_\_\_\_\_ b. I hereby certify that CNMK Texas Properties, LLC has failed to occupy the office space and/or has failed to retain, transfer or add at least 280 Job Equivalent positions at the Real Property by December 31, 2017, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(a) of that Agreement. The actual number of Job Equivalents is \_\_\_\_\_.

ATTEST:

CNMK Texas Properties, LLC, a Texas limited liability company

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

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

\_\_\_\_\_  
Date

**NOTE: This form is due not earlier than June 30, 2018 and not later than September 30, 2018.**

This Certificate of Compliance should be mailed to:

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

**EXHIBIT "B"**

**ANNUAL CERTIFICATE OF COMPLIANCE**

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

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

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

\_\_\_\_\_ c. **(FOR USE IN JANUARY 2020 ONLY IF APPLICABLE)** I hereby certify that CNMK Texas Properties, LLC is in compliance with all terms and conditions of the Agreement and that as of December 31, 2019, CNMK Properties, LLC has added \_\_\_\_\_ total number of Job Equivalents (not to exceed 50), in addition to the 280 initial Job Equivalents, and is entitled to receive a second (2nd) grant payment in accordance with Section 4.02(c). I further certify that as of December 31 of the prior year, the total number of Job Equivalents was \_\_\_\_\_.

ATTEST:

CNMK Texas Properties, LLC, a Texas limited liability company

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

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

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

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

Chief Financial Officer

\_\_\_\_\_  
Date

**NOTE: This form is due by January 31 of each year beginning on January 31, 2019, and as long as this Agreement is in effect.**

This Certificate of Compliance should be mailed to:

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

**EXHIBIT "C"**

**CERTIFICATE OF COMPLIANCE FOR  
REAL PROPERTY IMPROVEMENTS**

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

- \_\_\_\_\_ a. I hereby certify that CNMK Texas Properties, LLC has constructed Real Property Improvements that have a minimum taxable value of Eight Million Five Hundred Thousand Dollars (\$8,500,000) on the Real Property, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02(b) of that Agreement.
- \_\_\_\_\_ b. I hereby certify that CNMK Texas Properties, LLC has failed to construct Real Property Improvements that have a minimum taxable value of Eight Million Five Hundred Thousand Dollars (\$8,500,000) on the Real Property, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02(b) of that Agreement.

ATTEST:

CNMK Texas Properties, LLC, a Texas  
limited liability company

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

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

\_\_\_\_\_  
Date

**NOTE: This form is due on or before September 30, 2018. Please attach the Tax Appraisal Notice of Value for this Certificate.**

This Certificate of Compliance should be mailed to:

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



# CITY OF PLANO COUNCIL AGENDA ITEM

|   |                                  |  |                         |               |
|---|----------------------------------|--|-------------------------|---------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                                  |  |                         |               |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                                  |  |                         |               |
| Council Meeting Date:   |                                  | February 23, 2015                                  |                         |               |
| Department:   |                                  | Planning   |                         |               |
| Department Head   |                                  | Christina Day                                      |                         |               |
| Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext 7156</b>  |                                  |  |                         |               |
| <b>CAPTION</b>  |                                  |  |                         |               |
| Consideration of an Ordinance for Zoning Case 2014-41 of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 21.8± acres of land out of the Martha McBride Survey, Abstract No. 586 and the Francis McCullough Survey, Abstract No. 553, located at the northwest corner of Independence Parkway and Plano Parkway in the City of Plano, Collin County, Texas, from Planned Development-373-Retail/General Office to Planned Development-495-Single-Family Residence Attached. Applicant: Plano Parkway Investments LP |                                  |  |                         |               |
| <b>FINANCIAL SUMMARY</b>  |                                  |  |                         |               |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP   |                                  |  |                         |               |
| FISCAL YEAR: <b>2014-15</b>   | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> | <b>TOTALS</b> |
| Budget  | 0                                | 0  | 0                       | <b>0</b>      |
| Encumbered/Expended Amount  | 0                                | 0  | 0                       | <b>0</b>      |
| This Item   | 0                                | 0  | 0                       | <b>0</b>      |
| <b>BALANCE</b>  | <b>0</b>                         | <b>0</b>   | <b>0</b>                | <b>0</b>      |
| <b>FUND(S):     N/A</b>   |                                  |  |                         |               |
| <b>COMMENTS:</b> This item has no financial impact.<br><b>STRATEGIC PLAN GOAL:</b> Consideration of a request to rezone relates to the Council's goal of Financially Strong City with Service Excellence.   |                                  |  |                         |               |
| <b>SUMMARY OF ITEM</b>  |                                  |  |                         |               |
| At the February 9, 2015 meeting, City Council voted 8-0 in support of Zoning Case 2014-41 creating a PD-SF-A district with design standards. This Ordinance is a result of that approval.   |                                  |  |                         |               |
| List of Supporting Documents:   |                                  | Other Departments, Boards, Commissions or Agencies |                         |               |
| Ordinance   |                                  | Planning & Zoning Commission                       |                         |               |
|   |                                  |  |                         |               |

## Zoning Case 2014-41

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 21.8± acres of land out of the Martha McBride Survey, Abstract No. 586 and the Francis McCullough Survey, Abstract No. 553, located at the northwest corner of Independence Parkway and Plano Parkway in the City of Plano, Collin County, Texas, from Planned Development-373-Retail/General Office to Planned Development-495-Single-Family Residence Attached; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 9th day of February, 2015, for the purpose of considering rezoning 21.8± acres of land out of the Martha McBride Survey, Abstract No. 586 and the Francis McCullough Survey, Abstract No. 553, located at the northwest corner of Independence Parkway and Plano Parkway in the City of Plano, Texas, Collin County, Texas, from Planned Development-373-Retail/General Office to Planned Development-495-Single-Family Residence Attached; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 9th day of February, 2015; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 21.8± acres

of land out of the Martha McBride Survey, Abstract No. 586 and the Francis McCullough Survey, Abstract No. 553, located at the northwest corner of Independence Parkway and Plano Parkway in the City of Plano, Collin County, Texas, from Planned Development-373-Retail/General Office to Planned Development-495-Single-Family Residence Attached, said property being described in the legal description on Exhibit "A" attached hereto.

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

Restrictions:

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

General Provision of the Planned Development:

1. Vehicular access to Linda Lane is prohibited.
2. Screening to be owned and maintained by the HOA as follows:
  - a. A six-foot masonry screening wall is required along the western subdivision boundary and along the boundary with residential lots in The Cloisters subdivision.
  - b. A six-foot masonry screening wall is required along the rear property line of all residential lots adjacent to the alley serving the Dallas North Estates subdivision.
  - c. A six-foot wrought-iron fence with pedestrian access is required along the subdivision boundary in locations where masonry screening walls are not required.
3. Two points of access must be provided to Plano Parkway, and one point must be provided to Independence Parkway. Access points should be at median breaks.

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

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

**Section V.** The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or

altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

**Section VI.** Any 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 in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 23RD DAY OF FEBRUARY, 2015.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

## Zoning Case 2014-41

Being a tract of land out of the Martha McBride Survey, Abstract No. 586 and the Francis McCullough Survey, Abstract No. 553 and situated in the City of Plano, Collin County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in October 2014, said tract being Lot 2, Block 1, Mainstreet SNP Addition, and addition to the City of Plano, Texas according to the revised conveyance plat thereof recorded in Volume 2013, Slide 534 in the Plat Records of Collin County, Texas, and also including public right-of-way, and being more particularly described by metes and bounds as follows:

Beginning at an aluminum monument in concrete found for the northwest corner of said Lot 2;

Thence North  $89^{\circ} 17' 20''$  East with the northerly boundary line of said Lot 2 a distance of 477.01 feet to a 1/2-inch capped steel rod found for the most northerly northeast corner thereof, said rod being in the westerly boundary line of Linda Lane;

Thence South  $89^{\circ} 59' 26''$  East to the centerline of Linda Lane, same being the beginning of a curve to the right with a radius of 500.00 feet and whose chord bears South  $06^{\circ} 39' 04''$  West at 115.66 feet;

Thence southerly with the centerline of Linda Lane and with said curve through a central angle of  $13^{\circ} 17' 00''$  and an arc length of 115.92 feet to the end of said curve;

Thence South  $13^{\circ} 17' 35''$  West continuing with the centerline of Linda Lane a distance of 251.56 feet to the northerly boundary line of said Lot 2, same being in the southerly right-of-way line of a 15-foot public alley;

Thence South  $76^{\circ} 42' 25''$  East with the northerly boundary line of said Lot 2 and with said southerly right-of-way line a distance of 46.02 feet to a 1/2-inch capped steel rod found for the beginning of a curve to the right with a radius of 840.00 feet and whose chord bears South  $69^{\circ} 59' 55''$  East at 196.25 feet;

Thence southeasterly continuing with said northerly boundary line and said southerly right-of-way line and with said curve through a central angle of  $13^{\circ} 25' 00''$  and an arc length of 196.70 feet to a 1/2-inch capped steel rod found for the end of said curve;

Thence South  $63^{\circ} 17' 25''$  East continuing with said northerly boundary line and said southerly right-of-way line a distance of 356.59 feet to a 1/2-inch capped steel rod found for the beginning of a curve to the left with a radius of 1,190.00 feet and whose chord bears South  $76^{\circ} 50' 10''$  East at 557.44 feet;

Thence southeasterly continuing with said northerly boundary line and said southerly right-of-way line and with said curve through a central angle of  $27^{\circ} 05' 28''$  and an arc length of 562.67 feet to an aluminum monument in concrete found for the most easterly

northeast corner of said Lot 2, said monument being in the westerly right-of-way line of Independence Parkway;

Thence North  $89^{\circ} 22' 35''$  East a distance of 55.00 feet to the centerline of Independence Parkway;

Thence South  $00^{\circ} 37' 25''$  East with the centerline of Independence Parkway a distance of 472.91 feet to the intersection of the centerline of Independence Parkway and the centerline of Plano Parkway;

Thence South  $89^{\circ} 19' 59''$  West with the centerline of Plano Parkway a distance of 203.40 feet to the beginning of a curve to the right with a radius of 1,000.00 feet and whose chord bears North  $78^{\circ} 40' 01''$  West at 415.82 feet;

Thence westerly with the centerline of Plano Parkway and with said curve through a central angle of  $24^{\circ} 00' 00''$  and an arc length of 418.87 feet to the end of said curve;

Thence North  $66^{\circ} 40' 01''$  West with the centerline of Plano Parkway a distance of 810.29 feet to the beginning of a curve to the left with a radius of 1,130.00 and whose chord bears North  $73^{\circ} 40' 43''$  West at 245.01 feet:

Thence westerly with the centerline of Plano Parkway and with said curve through a central angle of  $12^{\circ} 26' 50''$  and an arc length of 245.49 feet to the end of said curve;

Thence North  $10^{\circ} 05' 52''$  East a distance of 60.00 feet to a 1/2-inch capped steel rod found for the southwest corner of said Lot 2, said rod being in the northerly right-of-way line of Plano Parkway;

Thence North  $00^{\circ} 34' 37''$  West with the westerly boundary line of said Lot 2 a distance of 662.83 feet to the POINT OF BEGINNING and CONTAINING 21.7973 acres of land, more or less.





# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                  |                                  |  |                         |               |
|--|------------------|----------------------------------|--|-------------------------|---------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                  |                                  |  |                         |               |
| <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                  |                                  |  |                         |               |
| Council Meeting Date:  |                  | 2/23/2015                        |  |                         |               |
| Department:  |                  | City Secretary                   |  |                         |               |
| Department Head  |                  | Lisa Henderson                   |  |                         |               |
| Agenda Coordinator (include phone #): <b>Alice Snyder, ext. 7515</b>   |                  |                                  |  |                         |               |
| <b>CAPTION</b>   |                  |                                  |  |                         |               |
| <p>An Ordinance of the City of Plano, Texas, ordering an election to be held on May 9, 2015, for the purpose of electing four (4) Members of Council, Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7 to the City Council to hold office for a period of four years; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date.</p> |                  |                                  |  |                         |               |
| <b>FINANCIAL SUMMARY</b>   |                  |                                  |  |                         |               |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                  |                                  |  |                         |               |
| FISCAL YEAR:   | <b>2014-2015</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> | <b>TOTALS</b> |
| Budget   |                  | 0                                | 0  | 0                       | 0             |
| Encumbered/Expended Amount   |                  | 0                                | 0  | 0                       | 0             |
| This Item  |                  | 0                                | 0  | 0                       | 0             |
| BALANCE  |                  | 0                                | 0  | 0                       | 0             |
| FUND(S): <b>N/A</b>  |                  |                                  |  |                         |               |
| <b>COMMENTS:</b> This item has no fiscal impact.<br><br><b>STRATEGIC PLAN GOAL:</b> Holding an election relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.   |                  |                                  |  |                         |               |
| <b>SUMMARY OF ITEM</b>   |                  |                                  |  |                         |               |
| <p>An ordinance ordering an election to be held on May 9, 2015 for the purpose of electing four Members of Council, Place No. 1(District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7 to hold office for a period of four years; designating locations of polling places and ordering notices of election to be given as prescribed by law in connection with such election.</p>  |                  |                                  |  |                         |               |
| List of Supporting Documents:  |                  |                                  | Other Departments, Boards, Commissions or Agencies |                         |               |
| Ordinance  |                  |                                  |  |                         |               |

**An Ordinance of the City of Plano, Texas, ordering an election to be held on May 9, 2015, for the purpose of electing four (4) Members of Council, Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7 to the City Council to hold office for a period of four years; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date.**

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

**Section I.** A General Election be and is hereby ordered to be held on Saturday, May 9, 2015, for the purpose of electing four (4) City Council Members to fill the following expiring terms on the Plano City Council: Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7, each such term being for a period of four (4) years.

**Section II.** The filing deadline for candidates for Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7 shall be 5:00 p.m. on February 27, 2015.

**Section III.** The polling places, Collin County vote centers, and the county election precincts whose qualified voters shall cast ballots at such locations in the City of Plano for the 2015 General Election will be designated by the Collin and Denton County Election Administrators'. A full list of voting locations will be provided in a subsequent Election Notice.

Polling places on May 9, 2015 shall be open from 7:00 a.m. until 7:00 p.m.

**Section IV.** Votes for said election shall be cast by Collin County voters utilizing touch-screen devices with Diebold's ACCUVOTE TS R7v.4.6.4 direct recording devices (DRE's) for early voting and Election Day and optical-scan ballots with Diebold's ACCUVOTE OS ROM v.2.0.12 for early voting by mail. Votes for said election shall be cast by Denton County voters utilizing the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1).

**Section V.** Early voting by personal appearance for the above-designated election shall be conducted at the following locations on the following dates and times. The list of early voting polling locations for this election may be expanded subject to Collin and Denton County Election Administrators' decisions to include ballots at additional locations throughout the counties.

| <b>COLLIN COUNTY EARLY VOTING DATES AND TIMES</b> |  |  |  |  |   |  |
|---|--|--|--|--|---|--|
| <b>Sunday</b>                                     | <b>Monday</b>                                | <b>Tuesday</b>                               | <b>Wednesday</b>                             | <b>Thursday</b>                              | <b>Friday</b>                             | <b>Saturday</b>                                  |
| <i>April 26</i>                                   | <i>April 27</i><br>Early Voting<br>8 am-5 pm | <i>April 28</i><br>Early Voting<br>8 am-5 pm | <i>April 29</i><br>Early Voting<br>8 am-5 pm | <i>April 30</i><br>Early Voting<br>8 am-7 pm | <i>May 1</i><br>Early Voting<br>8 am-5 pm | <i>May 2</i><br>Early Voting<br>8 am-5 pm        |
| <i>May 3</i>                                      | <i>May 4</i><br>Early Voting<br>7 am-7 pm    | <i>May 5</i><br>Early Voting<br>7 am-7 pm    | <i>May 6</i>                                 | <i>May 7</i>                                 | <i>May 8</i>                              | <i>May 9</i><br><b>Election Day</b><br>7 am-7 pm |
| <b>COLLIN COUNTY</b>                              |  |  |  |  |   |  |
| <b>Main Early Voting Location</b>                 |  |  |  |  |   |  |
| Collin County Elections Office                    |  |  | 2010 Redbud Boulevard<br>Suite 102           |  | McKinney, TX 75069                        |  |

| <b>DENTON COUNTY EARLY VOTING DATES AND TIMES</b> |  |  |  |  |   |  |
|---|--|--|--|--|---|--|
| <b>Sunday</b>                                     | <b>Monday</b>                                | <b>Tuesday</b>                               | <b>Wednesday</b>                             | <b>Thursday</b>                              | <b>Friday</b>                             | <b>Saturday</b>                                  |
| <i>April 26</i>                                   | <i>April 27</i><br>Early Voting<br>8 am-5 pm | <i>April 28</i><br>Early Voting<br>8 am-5 pm | <i>April 29</i><br>Early Voting<br>8 am-5 pm | <i>April 30</i><br>Early Voting<br>8 am-5 pm | <i>May 1</i><br>Early Voting<br>8 am-5 pm | <i>May 2</i><br>Early Voting<br>8 am-5 pm        |
| <i>May 3</i>                                      | <i>May 4</i><br>Early Voting<br>7 am-7 pm    | <i>May 5</i><br>Early Voting<br>7 am-7 pm    | <i>May 6</i>                                 | <i>May 7</i>                                 | <i>May 8</i>                              | <i>May 9</i><br><b>Election Day</b><br>7 am-7 pm |
| <b>DENTON COUNTY</b>                              |  |  |  |  |   |  |
| <b>Main Early Voting Location</b>                 |  |  |  |  |   |  |
| Denton County Elections Office                    |  |  | 701 Kimberly Drive, Suite A101               |  | Denton, TX 76208                          |  |

Applications for ballots by mail shall be mailed to the corresponding county address below and must be received no later than the close of business on Friday, May 1, 2015:

| <b>COLLIN COUNTY</b>  | <b>DENTON COUNTY</b>   |
|---|--|
| Sharon Rowe, Early Voting Clerk<br>Elections Administrator<br>Collin County Elections Administration<br>2010 Redbud Boulevard – Suite 102<br>McKinney, TX 75069 | Lannie Noble, Early Voting Clerk<br>Elections Administrator<br>Denton County Elections Administration<br>701 Kimberly Drive - Suite A101<br>Denton, TX 76208 |

**Section VI.** The Mayor, through the City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election.

**Section VII.** This ordinance shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 23rd day of February, 2015.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

|   |                                  |                         |  |                   |
|---|----------------------------------|-------------------------|--|-------------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                                  |                         |  |                   |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                                  |                         |  |                   |
| Council Meeting Date:   |                                  | 2/23/15                 |  |                   |
| Department:   |                                  | Budget                  |  |                   |
| Department Head   |                                  | Karen Rhodes-Whitley    |  |                   |
| Agenda Coordinator (include phone #): <b>Carla Rude, X7407; Anita Bell, X7194</b>   |                                  |                         |  |                   |
| <b>CAPTION</b>  |                                  |                         |  |                   |
| <p>An Ordinance of the City of Plano, Texas, transferring the sum of \$250,863 from the Water &amp; Sewer Fund Unappropriated fund balance to the Water &amp; Sewer Fund Operating Appropriation for fiscal year 2014-15 for the purpose of providing funding for one (1) Supervisor position and two (2) Water Quality Technician positions, totaling three (3) positions, and the operational costs related to the Water Quality Program, amending the Budget of the City and Ordinance No. 2014-9-5, Section 1, Item "J" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p> |                                  |                         |  |                   |
| <b>FINANCIAL SUMMARY</b>  |                                  |                         |  |                   |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP   |                                  |                         |  |                   |
| FISCAL YEAR: <b>2014-15</b>   | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b> | <b>Future<br/>Years</b>                            | <b>TOTALS</b>     |
| Budget  | 0                                | 98,253,458              | 0  | <b>98,253,458</b> |
| Encumbered/Expended Amount  | 0                                | 0                       | 0  | <b>0</b>          |
| This Item   | 0                                | 250,863                 | 0  | <b>250,863</b>    |
| <b>BALANCE</b>  | 0                                | 98,504,321              | 0  | <b>98,504,321</b> |
| <b>FUND(S):     WATER &amp; SEWER FUND</b>  |                                  |                         |  |                   |
| <p><b>COMMENTS:</b> Supplemental appropriations approved to date for the Water &amp; Sewer Fund, including this item, total \$250,863.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing additional funding for operational costs related to Water Quality Testing relates to the City's Goal of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>   |                                  |                         |  |                   |
| <b>SUMMARY OF ITEM</b>  |                                  |                         |  |                   |
| <p>Supplemental Appropriation No. 1</p> <p>This supplemental appropriation will enhance water quality throughout the City's distribution system by identifying water quality issues before they become serious problems and will improve the monitoring and reporting as required by the North Texas Municipal Water District (NTMWD) and the Texas Commission on Environmental Quality (TCEQ). This item adds personnel and operating costs to the Pumping Facilities cost center in Public Works.</p>   |                                  |                         |  |                   |
| List of Supporting Documents:   |                                  |                         | Other Departments, Boards, Commissions or Agencies |                   |



# CITY OF PLANO COUNCIL AGENDA ITEM

| Supplemental Appropriation Log |  |
|--------------------------------|--|
|                                |  |

**An Ordinance of the City of Plano, Texas, transferring the sum of \$250,863 from the Water & Sewer Fund Unappropriated fund balance to the Water & Sewer Fund Operating Appropriation for fiscal year 2014-15 for the purpose of providing funding for one (1) Supervisor position and two (2) Water Quality Technician positions, totaling three (3) positions, and the operational costs related to the Water Quality Program, amending the Budget of the City and Ordinance No. 2014-9-5, Section 1, Item “J” to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano approved and adopted the budget for the City for fiscal year 2014-15 setting the appropriations for the Water & Sewer Fund at \$98,253,458 and

**WHEREAS**, the City of Plano Public Works Department is requesting funding in the amount of \$250,863 for one (1) Water Quality Supervisor position and two (2) additional Water Quality Technician positions, related operating costs and equipment; and

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

**WHEREAS**, the City Council now finds that additional appropriations to the Water & Sewer Fund will identify water quality issues before they become serious problems and will improve the monitoring and reporting as required by the North Texas Municipal Water District (NTMWD) and the Texas Commission on Environmental Quality (TCEQ), and that such action is a public necessity.

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

**SECTION I.** The estimated sum of TWO HUNDRED FIFTY THOUSAND EIGHT HUNDRED AND SIXTY THREE DOLLARS (\$250,863) is hereby transferred from the Water & Sewer Fund Unappropriated fund balance to the Water & Sewer Fund Operating Appropriation.

**SECTION II.** The budget of the City of Plano for fiscal year 2014-15 as adopted by Ordinance No. 2014-9-5 is amended to reflect the action taken herein.

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

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

DULY PASSED AND APPROVED THIS THE 23<sup>RD</sup> DAY OF FEBRUARY, 2015.

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Harry LaRosiliere, **MAYOR**

ATTEST:

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Lisa C. Henderson, **CITY SECRETARY**

---

Paige Mims, **CITY ATTORNEY**

**FY 2014-15  
SUPPLEMENTAL APPROPRIATIONS**

| <b>Description</b>  | <b>Department</b> | <b>Amount</b>     |
|---|-------------------|-------------------|
| TOTAL GENERAL FUND APPROPRIATIONS                           |                   | =====             |
| TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND APPROPRIATIONS    |                   | \$ -              |
| TOTAL PTN FUND APPROPRIATIONS                               |                   | =====             |
| TOTAL CAPITAL RESERVE FUND APPROPRIATIONS                   |                   | \$ -              |
| TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS                |                   | \$ -              |
| TOTAL WATER & SEWER FUND                                    | Public Works      | 250,863           |
|   |                   | \$ 250,863        |
| TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS    |                   | \$ -              |
| TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS              |                   | \$ -              |
| TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS                |                   | \$ -              |
| TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS               |                   | \$ -              |
| TOTAL GOLF COURSE FUND APPROPRIATIONS                       |                   | \$ -              |
| TOTAL RECREATION FUND APPROPRIATIONS                        |                   | \$ -              |
| TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS |                   | \$ -              |
| <b>GRAND TOTAL ALL FUNDS</b>                                |                   | <b>\$ 250,863</b> |



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

|  |                                  |                         |  |                |
|--|----------------------------------|-------------------------|--|----------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                  |                         |  |                |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                  |                         |  |                |
| Council Meeting Date:  |                                  | 2/23/15                 |  |                |
| Department:  |                                  | Public Works            |  |                |
| Department Head  |                                  | Gerald Cosgrove         |  |                |
| Agenda Coordinator (include phone #): <b>Lincoln Thompson x7376</b>  |                                  |                         |  |                |
| <b>CAPTION</b>   |                                  |                         |  |                |
| To approve the purchase of three (3) Chevrolet Equinox SUV's in the amount of \$59,330 from Caldwell Country Chevrolet through an existing TXMAS contract and authorizing the City Manager to execute all necessary documents. (TXMAS Contract No. 071-072-A1)   |                                  |                         |  |                |
| <b>FINANCIAL SUMMARY</b>   |                                  |                         |  |                |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                                  |                         |  |                |
| FISCAL YEAR: <b>2014-15</b>  | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b> | <b>Future<br/>Years</b>                            | <b>TOTALS</b>  |
| Budget   | 0                                | 79,500                  | 0  | <b>79,500</b>  |
| Encumbered/Expended Amount   | 0                                | 0                       | 0  | <b>0</b>       |
| This Item  | 0                                | -59,330                 | 0  | <b>-59,330</b> |
| <b>BALANCE</b>   | 0                                | 20,170                  | 0  | <b>20,170</b>  |
| <b>FUND(S):    WATER &amp; SEWER FUND</b>  |                                  |                         |  |                |
| <p><b>COMMENTS:</b> Funds are included in the FY 2014-15 Water &amp; Sewer Fund Supplemental Budget Appropriation #1. This is a companion Agenda Item to purchase three (3) Chevrolet Equinox SUV's as new additions in Cost Center #764/Pumping Facilities for the Water Quality Testing Program. The remaining balance will be used for other items required to place these vehicles into service.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing three (3) Chevrolet Equinox SUV's for the Water Quality Testing Program relates to the City's Goal of a Financially Strong City with Service Excellence.</p> |                                  |                         |  |                |
| <b>SUMMARY OF ITEM</b>   |                                  |                         |  |                |
| Fleet Services recommends the purchase of three (3) Chevrolet Equinox SUV's in the amount of \$59,330 from Caldwell Country Chevrolet through an existing TXMAS contract. 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. (TXMAS Contract No. 071-072-A1 / City of Plano Internal Contract No. 2015-169-O)                                |                                  |                         |  |                |
| List of Supporting Documents:  |                                  |                         | Other Departments, Boards, Commissions or Agencies |                |
| Memo   |                                  |                         | NA   |                |



# Memorandum

**Date:** February 4, 2014  
**To:** Bruce D. Glasscock, City Manager  
**From:** Reid Choate, Fleet Manager  
**Subject:** SUV Purchasing Recommendation

It is the recommendation of Fleet Services to purchase three (3) Chevrolet Equinox SUV's in the amount of \$59,330.00 from Caldwell Country Chevrolet through TXMAS contract # 071-072-A1.

In order to garner competition, Purchasing and Fleet received quotes from Toyota, Ford and Chevrolet, and researched three cooperative contracts and found the best value for these vehicles was from Caldwell Country Chevrolet through the TXMAS Contract.

These vehicles are new additions to the fleet in Cost Center 764/Pumping Facilities for the Water Quality Testing Program.

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



# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                                  |                         |  |                    |
|--|----------------------------------|-------------------------|--|--------------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                  |                         |  |                    |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                  |                         |  |                    |
| Council Meeting Date:  |                                  | 2/23/15                 |  |                    |
| Department:  |                                  | Budget                  |  |                    |
| Department Head  |                                  | Karen Rhodes-Whitley    |  |                    |
| Agenda Coordinator (include phone #): <b>Carla Rude, X7407; Anita Bell, X7194</b>  |                                  |                         |  |                    |
| <b>CAPTION</b>   |                                  |                         |  |                    |
| <p>An Ordinance of the City of Plano, Texas, transferring the sum of \$189,210 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2014-15 for the purpose of providing funding for two (2) Police Officer positions and the operational costs related to the Neighborhood Patrol Officer Program, amending the Budget of the City and Ordinance No. 2014-9-5, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p> |                                  |                         |  |                    |
| <b>FINANCIAL SUMMARY</b>   |                                  |                         |  |                    |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                                  |                         |  |                    |
| FISCAL YEAR: <b>2014-15</b>  | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b> | <b>Future<br/>Years</b>                            | <b>TOTALS</b>      |
| Budget   | 0                                | 227,056,736             | 0  | <b>227,056,736</b> |
| Encumbered/Expended Amount   | 0                                | 0                       | 0  | <b>0</b>           |
| This Item  | 0                                | 189,210                 | 0  | <b>189,210</b>     |
| <b>BALANCE</b>   | 0                                | 227,245,946             | 0  | <b>227,245,946</b> |
| <b>FUND(S):     GENERAL FUND</b>   |                                  |                         |  |                    |
| <p><b>COMMENTS:</b> Supplemental appropriations approved to date for the General Fund, including this item, total \$189,210.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing additional funding for operational costs related to adding two (2) additional Patrol Officers to the Police Department relates to the City's Goal of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>   |                                  |                         |  |                    |
| <b>SUMMARY OF ITEM</b>   |                                  |                         |  |                    |
| <p>Supplemental Appropriation No. 2</p> <p>This supplemental appropriation will enhance the Police staffing assigned to Plano's downtown urban center. This item adds personnel and operating costs to the Police Department's 2014-15 Operating Budget.</p>   |                                  |                         |  |                    |
| List of Supporting Documents:<br>Supplemental Appropriation Log  |                                  |                         | Other Departments, Boards, Commissions or Agencies |                    |

**An Ordinance of the City of Plano, Texas, transferring the sum of \$189,210 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2014-15 for the purpose of providing funding for two (2) Police Officer positions and the operational costs related to the Neighborhood Patrol Officer Program, amending the Budget of the City and Ordinance No. 2014-9-5, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.**

**WHEREAS**, the City Council of the City of Plano approved and adopted the budget for the City for fiscal year 2014-15 setting the appropriations for the General Fund at \$227,056,736 and

**WHEREAS**, the City of Plano Police Department is requesting funding in the amount of \$189,210 for two (2) additional Police Officer positions, related equipment and operating costs; and

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

**WHEREAS**, the City Council now finds that additional appropriations to the General Fund will support the Police Department and improve the policing efforts in the downtown Plano urban center, and that such action is a public necessity.

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

**SECTION I.** The estimated sum of ONE HUNDRED EIGHTY NINE THOUSAND TWO HUNDRED AND TEN DOLLARS (\$189,210) is hereby transferred from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation.

**SECTION II.** The budget of the City of Plano for fiscal year 2014-15 as adopted by Ordinance No. 2014-9-5 is amended to reflect the action taken herein.

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

**SECTION IV.** This supplemental appropriation Ordinance No. 2 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 23<sup>RD</sup> DAY OF FEBRUARY, 2015.

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Harry LaRosiliere, **MAYOR**

ATTEST:

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Lisa C. Henderson, **CITY SECRETARY**

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Paige Mims, **CITY ATTORNEY**

**FY 2014-15  
SUPPLEMENTAL APPROPRIATIONS**

| <b>Description</b>  | <b>Department</b> | <b>Amount</b>               |
|---|-------------------|-----------------------------|
| Neighborhood Police Officers for Downtown Plano, CC 01.532  | Police            | 189,210                     |
| TOTAL GENERAL FUND APPROPRIATIONS                           |                   | <u>\$ 189,210</u>           |
| TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND APPROPRIATIONS    |                   | <u>\$ -</u>                 |
| TOTAL PTN FUND APPROPRIATIONS                               |                   | <u>                    </u> |
| TOTAL CAPITAL RESERVE FUND APPROPRIATIONS                   |                   | <u>\$ -</u>                 |
| TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS                |                   | <u>\$ -</u>                 |
| Water Quality Inspection Program, CC 41.764                 | Public Works      | 250,863                     |
| TOTAL WATER & SEWER FUND                                    |                   | <u>\$ 250,863</u>           |
| TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS    |                   | <u>\$ -</u>                 |
| TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS              |                   | <u>\$ -</u>                 |
| TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS                |                   | <u>\$ -</u>                 |
| TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS               |                   | <u>\$ -</u>                 |
| TOTAL GOLF COURSE FUND APPROPRIATIONS                       |                   | <u>\$ -</u>                 |
| TOTAL RECREATION FUND APPROPRIATIONS                        |                   | <u>\$ -</u>                 |
| TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS |                   | <u>\$ -</u>                 |
| <b>GRAND TOTAL ALL FUNDS</b>                                |                   | <u><b>\$ 440,073</b></u>    |



# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                  |                                  |  |                         |
|--|------------------|----------------------------------|--|-------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                  |                                  |  |                         |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                  |                                  |  |                         |
| Council Meeting Date:  |                  | 2/23/15                          |  |                         |
| Department:  |                  | Human Resources                  |  |                         |
| Department Head  |                  | Shanté Afakia                    |  |                         |
| Agenda Coordinator (include phone #): <b>Billy Bailey (x) 5411</b>   |                  |                                  |  |                         |
| <b>CAPTION</b>   |                  |                                  |  |                         |
| An Ordinance of the City of Plano, Texas repealing Ordinance No. 2014-9-17; establishing the number of certain classifications within the Police Department for fiscal year 2014-15; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective February 23, 2015; and providing a repealer clause, a severability clause and an effective date.   |                  |                                  |  |                         |
| <b>FINANCIAL SUMMARY</b>   |                  |                                  |  |                         |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                  |                                  |  |                         |
| FISCAL YEAR:   | <b>2014-2015</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> |
|  |                  | <b>TOTALS</b>                    |  |                         |
| Budget   | 0                | 0                                | 0  | 0                       |
| Encumbered/Expended Amount   | 0                | 0                                | 0  | 0                       |
| This Item  | 0                | 0                                | 0  | 0                       |
| BALANCE  | 0                | 0                                | 0  | 0                       |
| <b>FUND(S): N/A</b>  |                  |                                  |  |                         |
| <b>COMMENTS:</b> Funding for this item, adding two (2) Police Officer positions to the Plano Police Department Civil Service Plan, is included on the companion agenda item scheduled for the same council meeting date, under the caption "2014-15 Budget Supplemental Appropriation #2".<br><b>STRATEGIC PLAN GOAL:</b> Changes to the Civil Service Compensation and Classification Plan Ordinances relate to the City's Goal of Financially Strong City with Service Excellence and Safe Large City. |                  |                                  |  |                         |
| <b>SUMMARY OF ITEM</b>   |                  |                                  |  |                         |
| New FY 2014-15 Compensation and Pay plan for Plano Police Department   |                  |                                  |  |                         |
| List of Supporting Documents:<br>Ordinance, Exhibit A  |                  |                                  | Other Departments, Boards, Commissions or Agencies |                         |
|  |                  |                                  |  |                         |



# Memorandum

**Date:** February 10, 2015  
**To:** LaShon Ross, Deputy City Manager  
**From:** Gregory W. Rushin, Chief of Police  
**Subject:** Downtown Business District Officer Expansion

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## **History of the Downtown Neighborhood Police Officer**

In the FY 2002-2003 budget, the Plano Police Department added an NPO Officer for downtown Plano after the completion of Eastside Village 1 (231 apartments and commercial space) and opening of the DART rail Downtown Plano station.

## **Downtown Growth**

Since then Downtown Plano has become a growing entertainment and business district. Eastside Village II was completed with 232 apartments and additional commercial space. Many restaurants that serve alcohol (14) now exist that attract crowds daily and are host to an active nightlife, particularly on weekends. Junction 15 is near completion with 279 apartments and 9,000 square feet of commercial space. This project is expected to help grow downtown Plano as a destination for younger, more mobile people and provide a place to work, live, and play. As part of the development agreement, Junction 15 has provided the Police Department a small office on the east side of the building, facing the DART railway, to house our downtown officers. This office is nearly ready and we expect to take possession soon.

## **Future Projects**

- The site of the Municipal Center South on the corner of 14<sup>th</sup> and Avenue K, and the old Cobwebs building, will be used to build over 130 apartments and 12,000 square feet of retail restaurants. A five level parking garage will also be built with 120 parking spaces.
- McCall Plaza and the adjacent J Place parking lot will be transformed into a performance venue to support festival and entertainment activities. The City is creating a covered, two-dimensional stage for performances that can provide an intimate setting for small events in the plaza while allowing for larger events in the parking lot, when cordoned off.
- The Saigling House on the threshold of Haggard Park in downtown will be repurposed for public use. An art and cultural center is planned for the property in conjunction with the Art Centre of Plano.
- Rice Field located in the area northwest of downtown Plano will be used to build single family homes. The use of this land as residential housing continues the trend in and around downtown Plano of providing pedestrian friendly access to Dart Rail and other services and helps toward the goal of creating a transit village centered on downtown Plano.

## **Current Challenges Facing Downtown Officers**

- Alcohol sales are tracked through the Texas Alcohol Beverage Commission monthly. Consistently, four downtown establishments are in the top 50 restaurant/bars in alcohol sales citywide. With an increase in alcohol sales, there will be an increase in alcohol-related crimes and other issues.
- Parking enforcement has been a significant issue and this will no doubt continue into the future. At the January 26 Council meeting, the parking ordinance was modified to authorize Public Safety Officers to assist with this responsibility; however, no personnel have been added to that unit for this duty.
- DART Rail has served as a popular pipeline for the transportation of homeless people and transients to Plano. Many come to avoid the dangers of Dallas and/or seek work at our day labor center. Unfortunately, however, some choose to engage in public solicitation of money or commit criminal acts. The majority of our homeless population and transients are found along the DART rail line.
- Increasing fear of crime was recently expressed by the downtown merchants, and our goal remains to stay out in front of this issue.

## **Request**

As previously mentioned, we have had only one Officer assigned to Downtown since 2002. We are now requesting two (2) additional Police Officers for the Neighborhood Police Officer Unit, to be assigned specifically to the Downtown Business District. This should allow us to meet minimal staffing demands, with one officer for day shift, one for evening shift, and one for relief when either officer is off. This will allow coverage most days on both day and evening shifts.

## **Benefits**

It is difficult to quantify the safety and security that a neighborhood feels when they see a police officer on foot patrol. An even more impossible calculation is the sense of ownership the officer has for his or her neighborhood and the connection that the residents, business owners, employees, wait staff, bartenders, and other city services have with “their police officer.” It is clear, however, that the relationships developed at both the Legacy Town Center and Downtown Plano areas have been highly beneficial, and we hope to continue building upon these successes in Downtown Plano. The residents, merchants, and visitors to the Downtown Business District will be able to enjoy these relationships much more fully if two additional NPOs are made available while both daytime and night time activities are occurring. We will also be more adequately staffed to keep up with growth, while maximizing our partnerships with the community and ensuring adequate coverage to provide a safe environment for all. With the addition of two Downtown Business District Officers, we will enhance our visible police presence and coverage during both daytime and nighttime hours, to achieve the following specific benefits:

- Better monitor vehicle and pedestrian traffic for safety during peak hours
- Work with taxi/limo services to help provide a safe business environment
- Build relationships with restaurant and bar management for early identification of potential problems

- Maintain direct communication with all merchants, who have been extremely pleased with the work of our current NPO, and extend these contacts beyond 5:00 p.m.
- Reduce the fear that merchants have expressed about the homeless and transient populations
- Increase the sense of security felt by visiting patrons
- Deter and take enforcement action as needed for narcotics activity; which can occur between bartenders/wait staff and customers
- Address alcohol sales to minors and over-serving issues that lead to public drunkenness
- Identify intoxicated persons earlier to minimize crimes and victimization that can occur as a result, including:
  - Assaults
  - Robberies
  - Disorderly Conduct
  - Driving While Intoxicated
- Enhance liaisons with apartment managers and residents
  - Apartment managers are vital to working hand-in-hand in accomplishing a safe environment
  - Open dialogue helps both identify potential trouble and address the issues lawfully in an expedited manner
- Allow sufficient time for officers to properly investigate crimes
  - NPOs will have the time and resources to investigate crimes that occur within their district
    - This enhances the ownership principle of NPOs to their district
    - Residents and merchants have a more direct tie to the officer investigating their crime report
    - Less frustration with the police if there are no leads to work with due to the prior relationships made

### **Future Needs**

It takes several months to hire an officer and at least 10 months to fully train her/him before they can work independently. Therefore, the two additional officers requested for downtown Plano will not be available for assignment until about 12 -18 months after they are approved. In the meantime other NPO's are taking turns working the evening shift, instead of working their assigned areas, until these additional officers can be hired and trained (if approved). As development continues in this area, we will have to maintain awareness of any trends that are occurring and strive to effectively meet new demands.

**An Ordinance of the City of Plano, Texas repealing Ordinance No. 2014-9-17; establishing the number of certain classifications within the Police Department for fiscal year 2014-15; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective February 23, 2015; and providing a repealer clause, a severability clause and an effective date.**

**Whereas**, on September 22, 2014 by Ordinance No. 2014-9-17, the City Council of the City of Plano, Texas, adopted and approved the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within the Police Department of the City of Plano; and

**Whereas**, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective February 23, 2015, and the classification and salary plan for the sworn personnel of the Police Department of the City of Plano, Texas as set forth in attached Exhibit "A" and

**Whereas**, the Department recommends, based on operational needs, creation of two (2) Police Officer positions; and

**Whereas**, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

**Section I.** Ordinance No. 2014-9-17 duly passed and approved by the City Council of the City of Plano, Texas on September 22, 2014 is repealed in its entirety effective February 23, 2015.

**Section II.** The number of positions in the City of Plano Police Department effective February 23, 2015 and the classification and salary plan of the City of Plano Police Department for City of Plano fiscal year 2014-15, as set forth in Exhibit "A" is hereby approved and adopted.

**Section III.** Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" is hereby approved and adopted, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

**Section IV.** All provisions of the Ordinances of the City of Plano, codified and uncoded, 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 uncoded, 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 thereof, 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.** Upon passage, this Ordinance shall become effective February 23, 2015.

**DULY PASSED AND APPROVED**, this, the 23rd day of February 2015.

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

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



2014 - 2015 CIVIL SERVICE  
 COMPENSATION PLAN  
 Effective 02/23/15

POLICE

| RANGE | POSITION                  | # POSITIONS<br>Effective         | Step:    | BASE    | 6 Mos.  | 12 Mos. | 18 Mos. | 24 Mos. | 30 Mos. | 36 Mos. | 60 Mos. | 120 Mos. | 180 Mos. | 240 Mos. |
|-------|---------------------------|----------------------------------|----------|---------|---------|---------|---------|---------|---------|---------|---------|----------|----------|----------|
|       |                           |                                  |          | 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9        | 10       | 11       |
| 001   | Police<br>Officer         | 09/22/14 - 297<br>02/23/15 - 299 | Hourly:  | 29.7596 | 30.7628 | 31.7700 | 33.1803 | 34.2721 | 35.4426 | 37.2416 | 38.2926 | 38.5553  | 38.8181  | 39.0808  |
|       |                           |                                  | Monthly: | 5,158   | 5,332   | 5,508   | 5,751   | 5,940   | 6,143   | 6,455   | 6,637   | 6,682    | 6,728    | 6,774    |
|       |                           |                                  | Annual:  | 61,900  | 63,986  | 66,096  | 69,015  | 71,286  | 73,720  | 77,462  | 79,648  | 80,195   | 80,741   | 81,288   |
| 002   | Sergeant                  | 09/22/14 - 38                    | Hourly:  | 42.2759 |         | 43.9009 |         |         |         |         |         |          |          |          |
|       |                           |                                  | Monthly: | 7,327   |         | 7,609   |         |         |         |         |         |          |          |          |
|       |                           |                                  | Annual:  | 87,933  |         | 91,314  |         |         |         |         |         |          |          |          |
| 003   | Lieutenant                | 09/22/14 - 14                    | Hourly:  | 47.1952 |         | 50.0241 |         |         |         |         |         |          |          |          |
|       |                           |                                  | Monthly: | 8,180   |         | 8,670   |         |         |         |         |         |          |          |          |
|       |                           |                                  | Annual:  | 98,166  |         | 104,050 |         |         |         |         |         |          |          |          |
| 004   | Captain                   | 09/22/14 - 4                     | Hourly:  | 53.7767 |         | 57.0000 |         |         |         |         |         |          |          |          |
|       |                           |                                  | Monthly: | 9,321   |         | 9,880   |         |         |         |         |         |          |          |          |
|       |                           |                                  | Annual:  | 111,855 |         | 118,560 |         |         |         |         |         |          |          |          |
| 005   | Assistant<br>Police Chief | 09/22/14 - 2                     | Hourly:  | 61.2722 |         | 65.2804 |         |         |         |         |         |          |          |          |
|       |                           |                                  | Monthly: | 10,620  |         | 11,315  |         |         |         |         |         |          |          |          |
|       |                           |                                  | Annual:  | 127,446 |         | 135,783 |         |         |         |         |         |          |          |          |
|       | Recruit:<br>01A           |                                  | Hourly:  | 27.5750 |         |         |         |         |         |         |         |          |          |          |
|       |                           |                                  | Monthly: | 4,779   |         |         |         |         |         |         |         |          |          |          |
|       |                           |                                  | Annual:  | 57,356  |         |         |         |         |         |         |         |          |          |          |

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.



# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                                  |                         |  |               |
|--|----------------------------------|-------------------------|--|---------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                  |                         |  |               |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                  |                         |  |               |
| Council Meeting Date:  |                                  | February 23, 2015       |  |               |
| Department:  |                                  | Planning                |  |               |
| Department Head  |                                  | Christina Day           |  |               |
| Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext 7156</b>   |                                  |                         |  |               |
| <b>CAPTION</b>   |                                  |                         |  |               |
| Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2014-32 - Request to rezone 11.5± acres located on the north side of Mapleshade Lane, 1,425± feet west of Coit Road from Corridor Commercial to Planned Development-Corridor Commercial. Zoned Corridor Commercial/190 Tollway/Plano Parkway Overlay District. Applicant: Coit 190 L.P. and Harkins Plano L.P. |                                  |                         |  |               |
| <b>FINANCIAL SUMMARY</b>   |                                  |                         |  |               |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                                  |                         |  |               |
| FISCAL YEAR: <b>2014-15</b>  | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b> | <b>Future<br/>Years</b>                            | <b>TOTALS</b> |
| Budget   | 0                                | 0                       | 0  | 0             |
| Encumbered/Expended Amount   | 0                                | 0                       | 0  | 0             |
| This Item  | 0                                | 0                       | 0  | 0             |
| <b>BALANCE</b>   | <b>0</b>                         | <b>0</b>                | <b>0</b>   | <b>0</b>      |
| <b>FUND(S): N/A</b>  |                                  |                         |  |               |
| <b>COMMENTS:</b> This item has no fiscal impact.   |                                  |                         |  |               |
| <b>STRATEGIC PLAN GOAL:</b> Holding a Public Hearing for a request for rezoning relates to the City's Goal of Great Neighborhoods – 1 <sup>st</sup> Choice to Live.  |                                  |                         |  |               |
| <b>SUMMARY OF ITEM</b>   |                                  |                         |  |               |
| At its October 20, 2014 meeting, the Planning & Zoning Commission denied this request by a vote of 7-0. The applicant has appealed the Commission's denial. This item was tabled at the December 8, 2014 and the January 26, 2015 City Council meeting.  |                                  |                         |  |               |
| List of Supporting Documents:  |                                  |                         | Other Departments, Boards, Commissions or Agencies |               |
| Letter of Appeal from Applicant  |                                  |                         | Planning & Zoning Commission                       |               |
| Second Vice Chair Report   |                                  |                         |  |               |
| P&Z Follow-up Memo   |                                  |                         |  |               |
| Staff Report   |                                  |                         |  |               |
| Locator Map  |                                  |                         |  |               |
| Aerial Map   |                                  |                         |  |               |
| Zoning Exhibit   |                                  |                         |  |               |
| Concept Plan   |                                  |                         |  |               |

**Taylor Land Investment Company**

November 6, 2014

Ms. Christina Day  
Director of Planning  
City of Plano  
1520 Avenue K, Suite 250  
Plano, Texas 75074

Re: Daltex Mapleshade Addition, Block 1, Lot 1  
Zoning Case No. 2014-32, Plano, Texas  
City Council Appeal Request

Dear Ms. Day:

As you are aware, on October 20, 2014, the Planning and Zoning Commission denied our zoning and concept plan request for Daltex Mapleshade Addition, Block 1, Lot 1.

Therefore, on behalf of Taylor Land Investment Company and Daltex Mapleshade, Inc., we respectfully request our zoning case (Case No. 2014-32) be appealed to the City Council of Plano at the earliest possible date.

We appreciate your willingness to help us with this request. If you have any questions, please contact me at your convenience.

Sincerely,

  
Jeff Lindsey

## **Recommendation of the Planning & Zoning Commission**

### **Zoning Case 2014-32**

October 20, 2014

Second Vice Chairman's Report

Zoning Case 2014-32, Agenda Items No. 7A, and 7B – Public Hearing. Items heard together, but voted separately. Seven of eight Commissioners were present. Commissioner Pittman was absent.

Applicant: Coit 190, L.P. and Harkins Plano, L.P.

**Zoning Case 2014-32 Agenda Item No. 7A**– Request to rezone 11.5 acres located on the north side of Mapleshade, 1,425+/- feet west of Coit Road From Corridor Commercial (CC) to Planned Development-Corridor Commercial (PD-CC). Zoned Corridor Commercial/190 Plano Parkway Overlay District.

Staff Recommendation: The Staff recommended denial of the zoning change for the following reasons:

1. The request is not in conformance with the Future Land Use Plan which recommends this property be developed as Corridor Commercial (CC), intended to provide for retail, service, office and limited manufacturing uses within major regional transportation corridors. This PD-CC development proposal provides for no other use than residential.
2. This request is not consistent with the Future Land Use Plan regarding the 1,200-foot residential setback from expressways.
3. The request is not in conformance with the 2012 Interim Amendments to the Land Use Element of the Comprehensive Plan related to isolated residential development.
4. The subject property is not proposed to be integrated with the recent mixed-use (UMU) development to the north as required by the Economic Development Element.

Commission Action:

#### **Comments made in Support of the issue 7A included:**

- There were no speakers, other than the applicant, in support of this issue.
- Property is located within the Haggard library service areas.
- Water and sanitary sewer services are available to serve the property.
- PISD has confirmed that there is available capacity at all four of the schools serving this area.
- Public safety response times are sufficient to serve this site.

#### **Comments made in Denial of issue 7A included:**

- While the roadway on the north side of the proposed development is not integrated with the UMU development to the north, the developer indicated willingness to do so should the requirement arise, and subsequent plan indicates access streets to the commercial section of the UMU development.

- The proposed solitary residential use is within the 650 feet of the centerline of State Highway 190.
- The closest existing residential uses in the area are on the east side of Coit Road, 1,500 +/- feet from the subject property.
- One speaker indicated that the project is not in conformance with the Future Land Use Plan which designates the property as Major Corridor Development (MCD), and “that there are too many apartments already.”
- The subject property is not within a Park Fee service area. There are no existing neighborhood parks or linear parks to serve this area, and no proposed parks have been identified by the Park Master Plan.

A motion was made to for the denial of the Zoning Case 2014-32, Issue 7A, according to staff recommendation. (Denial was approved unanimously by the Commission.)

**Zoning Case 2014-32 Agenda Item No. 7B – Concept Plan** for 464 multifamily residential units on one 10.1 +/- acres located on the north side of Mapleshade, 1,425+/- feet west of Coit Road. Zoned Corridor Commercial/190 Tollway/Plano Parkway Overlay District, neighborhood #71.

Staff Recommendation: The Staff recommended denial of the Concept Plan for the following reasons:

This application is contingent upon approval of Zoning Case 2014-32 (Agenda Item No 7A).

A motion was made for the denial of the Case 2014-32 Agenda Item No. 7B – Concept Plan, based on the denial of the zoning case. (Denial was approved unanimously by the Commission.)

Respectfully Submitted,



William Hilburn

Second Vice-Chair

Planning & Zoning Commission

**DATE:** October 21, 2014  
**TO:** Applicants with Items before the Planning & Zoning Commission  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of October 20, 2014

**AGENDA ITEM NO. 7A - PUBLIC HEARING  
ZONING CASE 2014-32  
APPLICANT: COIT 190, L.P. AND HARKINS PLANO, L.P.**

Request to rezone 11.5± acres located on the north side of Mapleshade Lane, 1,425± feet west of Coit Road **from** Corridor Commercial **to** Planned Development-Corridor Commercial. Zoned Corridor Commercial/190 Tollway/Plano Parkway Overlay District.

**APPROVED:** \_\_\_\_\_ **DENIED:** 7-0 **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Recommended for denial.

RA/dc

xc: Frederick Peter Jones, Daltex Mapleshade  
Jeff Lindley, Westwood Residential

<http://goo.gl/maps/sXbjq>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

October 20, 2014

**Agenda Item No. 7A**

**Public Hearing:** Zoning Case 2014-32

**Applicant:** Coit 190, L.P. and Harkins Plano, L.P.

---

**DESCRIPTION:**

Request to rezone 11.5± acres located on the north side of Mapleshade Lane, 1,425± feet west of Coit Road **from** Corridor Commercial **to** Planned Development-Corridor Commercial. Zoned Corridor Commercial/190 Tollway/Plano Parkway Overlay District.

**REMARKS:**

The purpose for this request is to rezone 11.5± acres located on the north side of Mapleshade Lane, 1,425± feet west of Coit Road from Corridor Commercial (CC) to Planned Development-Corridor Commercial (PD-CC). The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways.

The requested zoning is PD-CC to allow for multifamily residential use with modified building setbacks and development standards. A planned development (PD) district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls to both off- and onsite conditions.

A concept plan, Daltex-Mapleshade Addition, Block 1, Lot 1, accompanies this request as Agenda Item No. 7B.

**Surrounding Land Use and Zoning**

The area of the request is currently undeveloped. To the east, the property is zoned CC and is developed as a retail superstore (Walmart). The properties to the south, across Mapleshade Lane, are zoned CC and consist of vacant tracts, general office, and medical office uses. To the west, the property is zoned CC and is developed as a hospital. The property to the north is zoned CC and is part of the Zoning Case 2014-25 request to rezone to Urban Mixed-Use (UMU) zoning district.

## **Proposed Planned Development Stipulations**

The requested zoning is PD-CC. There are two primary parts to this request: land use and design standards.

**Land Use** - The applicant is proposing to retain CC as the base zoning district with the additional use of multifamily.

**Design Standards** - The language in the proposed PD district would allow this site to be developed as multifamily residential with modified development standards or as nonresidential uses built to comply with the existing CC zoning district's area, yard, and bulk requirements. The applicant is also proposing language intended to mitigate the impact of the existing service area of the superstore use to the east.

This request is for a PD-CC zoning district with the stipulations provided below.

### **Restrictions:**

The permitted uses and standards shall be in accordance with the Corridor Commercial (CC) zoning district unless otherwise specified herein.

Multifamily residential is an additional permitted use subject to the following standards:

1. Maximum Floor to Area Ratio: 2:1
2. Minimum Density: 40 dwelling units per acre
3. Minimum Front Yard Setback: 30 feet
4. Minimum Floor Area Per Dwelling Unit: 500 square feet
5. Required Parking:
  - a. One bedroom or less: One and one half spaces
  - b. Two bedrooms or more: Two spaces
6. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence) and Subsection 3.117 (Usable Open Space).
7. Units shall not face the eastern property line.
8. An irrigated living screen shall be installed along the eastern property line at a minimum of eight feet in height at installation. Plants must be placed so as to create a solid screen within two years of installation.
9. A 10-foot landscape edge shall be required along the entire eastern property line.

## **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Major Corridor Development (MCD). The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities. However, residential development may be appropriate along expressway corridors in accordance with the interim amendment policy recommendations of the Comprehensive Plan that were adopted in April 2012. The policies that apply to this request include:

1. Residential should be set back a minimum of 1,200 feet from the centerline of State Highway 190.

This request is not consistent with the Future Land Use Plan and it is not in conformance with the 1,200-foot residential setback from expressways. The proposed PD retains flexibility for the applicant to still potentially develop nonresidential uses.

2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete neighborhood or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e., senior housing) could be an exception if the surrounding land uses are compatible.

The zoning request does not expand into any existing residential neighborhoods; however, an Urban Mixed-Use (UMU) zoning request is proposed north of the subject property which includes 1,215 multifamily residential units. The subject property is not integrated into the proposed UMU district, and it is separated by nonresidential uses from the proposed residential core. Although the proposed UMU development plan allows for a shared street between properties, the applicant has decided not to integrate the street into their design further isolating the subject property.

3. New multifamily zoning should require a minimum density of 40 dwelling units per acre on the project site. Phased development should have a minimum average density of 40 dwelling units per acre. However, no phase having less than 40 units per acre may be constructed, unless preceded by or concurrently built with a phase which maintains the minimum 40 dwelling units for the overall project. Additionally, mid-rise multifamily development and neighborhood mixed-use zoning districts could be exceptions to this minimum density requirement.

The zoning request includes a minimum residential density of 40 units per acre.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available to serve the subject property. The available sanitary sewer capacity is sufficient to handle additional commercial development in the area; however, the applicant may be responsible for making improvements to the sanitary sewer system to increase the system capacity if the property were rezoned for residential uses.

**Traffic Impact Analysis (TIA)** - A TIA is not required for this rezoning request.

**School Capacity** - This area is served by Jackson Elementary School, Frankford Middle School, Shepton High School, and Plano West Senior High School. Based upon the current projections and feeder alignments Plano Independent School District (PISD) has determined that all four schools have capacity to serve the development.

**Public Safety Response Time** - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site. Additional residential units in this area will increase EMS and fire calls for service, and may impact future staffing levels and the type of equipment assigned to area fire stations.

**Access to and Availability of Amenities and Services** - The subject property is not within a Park Fee service area. There are no existing neighborhood parks or linear parks to serve this area and the Park Master Plan does not identify any proposed parks to be located within this area of the city. Private open space will serve the residents of this area.

The subject property is located within the Haggard Library's service area, and service to the residents of this new area would be possible with the current library resources.

## **ISSUES:**

### **Economic Development Element and Land Use Element**

The Economic Development Element and the Land Use Element policies of the Comprehensive Plan discourage rezoning properties for residential uses in prime economic development areas of the city. The intent of both policies is to ensure land that is located along the expressway corridors and in the major employment centers is developed in accordance with the Future Land Use Plan recommendations and supporting zoning districts, and to take advantage of future nonresidential development opportunities which would increase the tax base and provide employment opportunities for Plano residents.

Residential uses may be appropriate in some portions of the general area, but the city's policies state that they should be integrated into a mixed-use urban center or located in an alternative neighborhood setting such as a transit-oriented development. This site has good visibility from State Highway 190 and frontage on Mapleshade Lane. Properties to the west and south have recently developed with hospital and medical office uses. Staff believes this property should be reserved for economic development uses.

### **Residential Use in a Major Corridor**

The Comprehensive Plan recommends prohibiting residential development within 1,200 feet of major expressways. Similarly, the Infill Housing Policy Statement states that residential development within expressway corridors should be avoided except for mixed-use pedestrian-oriented developments. The setback allows for commercial development to serve as a buffer for residential uses located beyond the 1,200 foot

distance. The proposed multifamily residential is only 650± feet from the centerline of State Highway 190 and is separated from the expressway by vacant land and a two-story general office building and one-story hospital building. Staff is concerned that the minimal existing commercial development may not provide an effective buffer for future residents.

### **Isolated Residential Development**

The subject property is adjacent to the service area of an existing superstore to the east, a hospital development to the west, and vacant, nonresidential zoned property to the north. The property is not integrated into the requested UMU zoning to the north, and it is separated from the residential core of the district by proposed nonresidential uses. The closest existing residential uses in the area are on the east side of Coit Road, 1,500± feet from the subject property. Staff is concerned that the adjacent nonresidential uses and zoning will create an isolated environment for residents. Furthermore, the intensity of the service area to the east is not compatible with residential living.

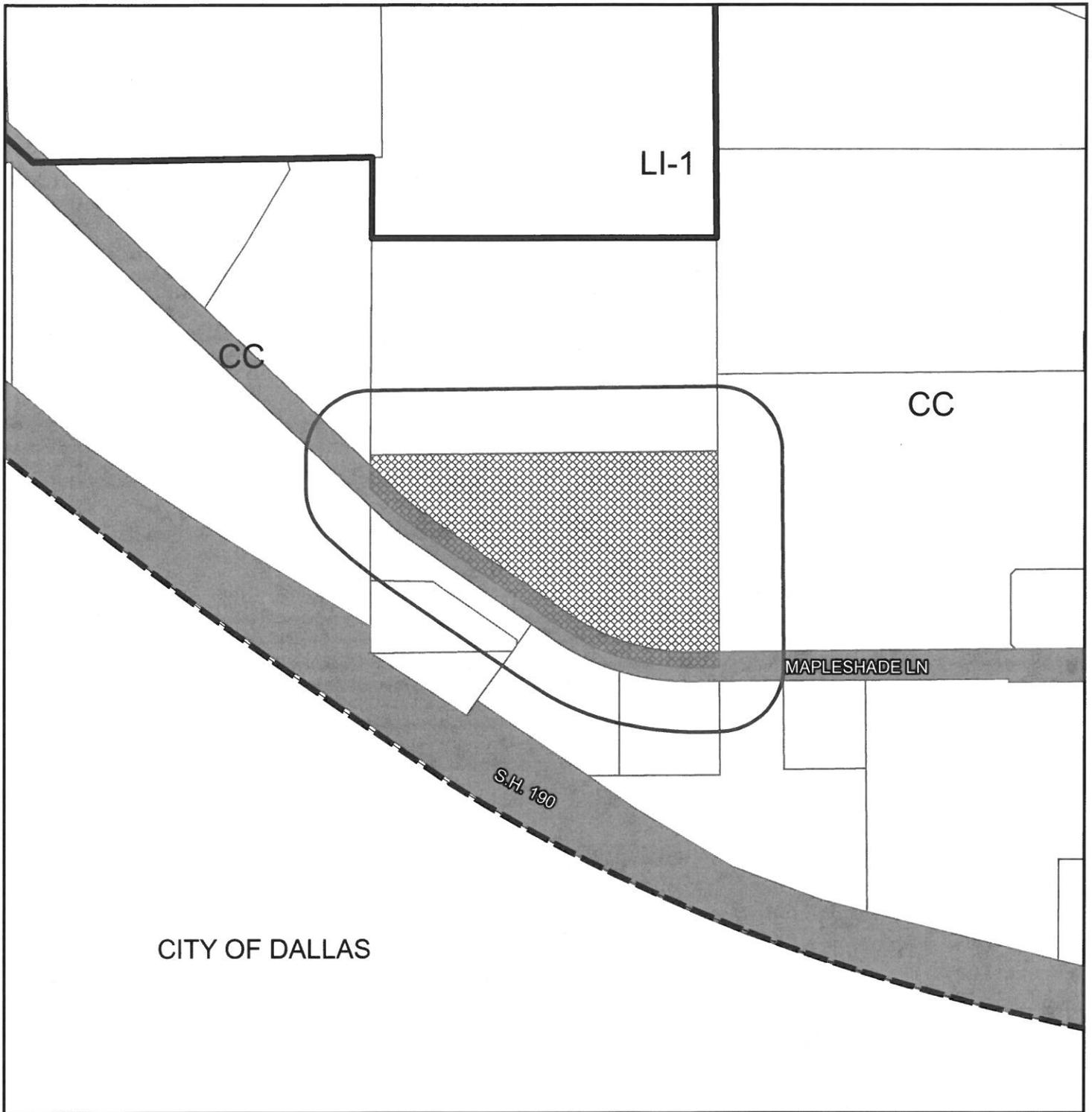
### **SUMMARY:**

The applicant is requesting to rezone 11.5± acres located on the north side of Mapleshade Lane, 1,425± feet west of Coit Road from CC to PD-CC to allow for multifamily residential with modified development standards. The request is not in conformance with the Future Land Use Plan and violates the adopted interim amendments to the Land Use Element of the Comprehensive Plan for residential use in a major corridor and isolated residential development. The subject property is also not proposed to be integrated into a mixed-use development or an alternative neighborhood setting as required by the Economic Development Element. For these reasons, staff believes that rezoning the property for residential would not further the city's goals as established in the Comprehensive Plan.

The subject property has visibility from State Highway 190 and access to Mapleshade Lane which will encourage potential economic development and employment opportunities as envisioned in the Future Land Use Plan. Also, the current CC zoning provides numerous commercial uses that are more suitable at this location than the multifamily residential being proposed. Therefore, staff recommends denial of the zoning request.

### **RECOMMENDATION:**

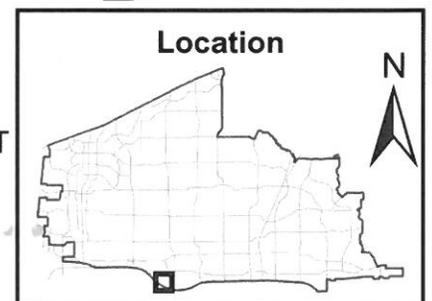
Recommended for denial.



Zoning Case #: 2014-32

Existing Zoning: CORRIDOR COMMERCIAL/  
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT

- |  |   |   |
|--|---|---|
|  200' Notification Buffer |  Zoning Boundary |  Specific Use Permit |
|  Subject Property         |  City Limits     |  Right-of-Way        |



\* Source: City of Plano Planning Department



Area of Request

MAPLESHADE LANE

PRES GEORGE BUSH TURNPIKE

PRES GEORGE BUSH HIGHWAY

PLANO PARKWAY

COIT ROAD

OAD

ABERDON DRIVE

WOR

BENCHMARK DRIVE



Source: City of Plano, Planning Dept.  
Date: November, 2014

Zoning Case 2014-32





**BCE**  
**Brown & Gay Engineers, Inc.**  
 2905 Dallas Drive, Suite 200  
 Frisco, TX 75034  
 Tel: 972-666-8899 • www.bce-engineers.com  
 Fax: 972-666-8898  
 Contact: Seth Bachman  
 Tel: 972-666-8870

**WESTWOOD COMPANIES**  
**DEVELOPER**  
**Westwood Residential**  
 5108 Parkwood Boulevard, Suite 1107B  
 Dallas, TX 75206  
 Contact: Jeff Lindner  
 Tel: 972-393-7638

**ARCHITECT**  
**Archon Corporation**  
 2929 Cahoon Street, Suite 130  
 Dallas, TX 75228  
 Contact: Jeff Lindner  
 Tel: 972-393-7638

**OWNER**  
**Daltek Mapleshade, Inc.**  
 5948 Cherry Lane, Suite 400  
 Dallas, TX 75225  
 Contact: Andrew Peter Jones  
 Tel: 214-638-6077



**CONCEPT PLAN**  
**DAL-TEX-MAPLESHADE ADDITION**  
**LOT 1, BLOCK 1**  
 \*101 ACRES IN THE MARTHA HIGBEE SURVEY,  
 ABSTRACT NO. 983  
 CITY OF PLANO, COLLIN COUNTY, TEXAS  
 OCTOBER 2014

**LEGEND:**  
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.

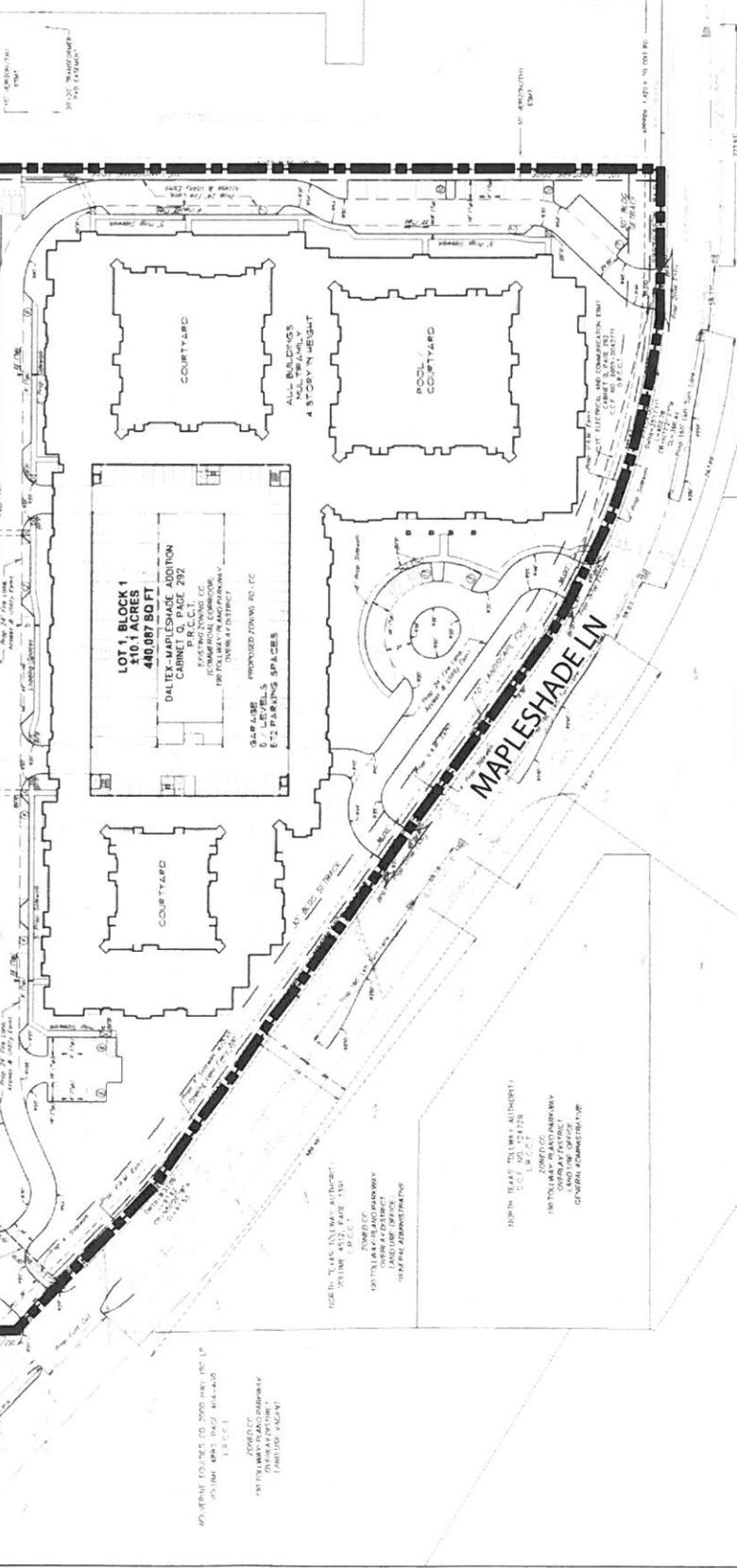
**UNIVERSITY BUSINESS PARK PHASE B LOT 1**  
 C.C.F. NO. 2014120001M2270  
 ZONING: CC  
 OVERLAY DISTRICT: UNIVERSITY BUSINESS PARK  
 LAND USE: OFFICE

**LOT 1, BLOCK 1**  
**LOT 1, BLOCK 1**  
**440,087 SQ. FT.**  
**DAL-TEX-MAPLESHADE ADDITION**  
**CHINA TOWN**  
 P.C.C. # 292  
 ZONING: CC  
 OVERLAY DISTRICT: UNIVERSITY BUSINESS PARK  
 LAND USE: OFFICE

**LOT 2, BLOCK 1**  
**LOT 2, BLOCK 1**  
**440,087 SQ. FT.**  
**DAL-TEX-MAPLESHADE ADDITION**  
**CHINA TOWN**  
 P.C.C. # 292  
 ZONING: CC  
 OVERLAY DISTRICT: UNIVERSITY BUSINESS PARK  
 LAND USE: OFFICE

**LOT 3, BLOCK 1**  
**LOT 3, BLOCK 1**  
**440,087 SQ. FT.**  
**DAL-TEX-MAPLESHADE ADDITION**  
**CHINA TOWN**  
 P.C.C. # 292  
 ZONING: CC  
 OVERLAY DISTRICT: UNIVERSITY BUSINESS PARK  
 LAND USE: OFFICE

**LOT 4, BLOCK 1**  
**LOT 4, BLOCK 1**  
**440,087 SQ. FT.**  
**DAL-TEX-MAPLESHADE ADDITION**  
**CHINA TOWN**  
 P.C.C. # 292  
 ZONING: CC  
 OVERLAY DISTRICT: UNIVERSITY BUSINESS PARK  
 LAND USE: OFFICE



**LOT 1, BLOCK 2**  
**LOT 1, BLOCK 2**  
**440,087 SQ. FT.**  
**DAL-TEX-MAPLESHADE ADDITION**  
**CHINA TOWN**  
 P.C.C. # 292  
 ZONING: CC  
 OVERLAY DISTRICT: UNIVERSITY BUSINESS PARK  
 LAND USE: OFFICE

**LOT 2, BLOCK 2**  
**LOT 2, BLOCK 2**  
**440,087 SQ. FT.**  
**DAL-TEX-MAPLESHADE ADDITION**  
**CHINA TOWN**  
 P.C.C. # 292  
 ZONING: CC  
 OVERLAY DISTRICT: UNIVERSITY BUSINESS PARK  
 LAND USE: OFFICE

**LOT 3, BLOCK 2**  
**LOT 3, BLOCK 2**  
**440,087 SQ. FT.**  
**DAL-TEX-MAPLESHADE ADDITION**  
**CHINA TOWN**  
 P.C.C. # 292  
 ZONING: CC  
 OVERLAY DISTRICT: UNIVERSITY BUSINESS PARK  
 LAND USE: OFFICE

**LOT 4, BLOCK 2**  
**LOT 4, BLOCK 2**  
**440,087 SQ. FT.**  
**DAL-TEX-MAPLESHADE ADDITION**  
**CHINA TOWN**  
 P.C.C. # 292  
 ZONING: CC  
 OVERLAY DISTRICT: UNIVERSITY BUSINESS PARK  
 LAND USE: OFFICE

**LOT 5, BLOCK 2**  
**LOT 5, BLOCK 2**  
**440,087 SQ. FT.**  
**DAL-TEX-MAPLESHADE ADDITION**  
**CHINA TOWN**  
 P.C.C. # 292  
 ZONING: CC  
 OVERLAY DISTRICT: UNIVERSITY BUSINESS PARK  
 LAND USE: OFFICE

| NO. | DESCRIPTION    | AREA (SQ. FT.) | PERCENT |
|-----|----------------|----------------|---------|
| 1   | LOT 1, BLOCK 1 | 440,087        | 100.00  |
| 2   | LOT 2, BLOCK 1 | 440,087        | 100.00  |
| 3   | LOT 3, BLOCK 1 | 440,087        | 100.00  |
| 4   | LOT 4, BLOCK 1 | 440,087        | 100.00  |
| 5   | LOT 1, BLOCK 2 | 440,087        | 100.00  |
| 6   | LOT 2, BLOCK 2 | 440,087        | 100.00  |
| 7   | LOT 3, BLOCK 2 | 440,087        | 100.00  |
| 8   | LOT 4, BLOCK 2 | 440,087        | 100.00  |
| 9   | LOT 5, BLOCK 2 | 440,087        | 100.00  |
| 10  | TOTAL          | 4,400,870      | 100.00  |

S.H. 190



# 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:  | February 23, 2015 |
| Department:  | Planning          |
| Department Head  | Christina Day     |
| Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext 7156</b>                                 |                   |

### CAPTION

Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2014-46 – Request to rezone 14.5± acres from Research/Technology Center to Planned Development-Research/Technology Center located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center. Applicant Industrial Developments International, LLC (IDI Gazeley)

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

| FISCAL YEAR: <b>2014-15</b> | Prior Year<br>(CIP Only) | Current<br>Year | Future<br>Years | TOTALS   |
|-----------------------------|--------------------------|-----------------|-----------------|----------|
| Budget                      | 0                        | 0               | 0               | 0        |
| Encumbered/Expended Amount  | 0                        | 0               | 0               | 0        |
| This Item                   | 0                        | 0               | 0               | 0        |
| <b>BALANCE</b>              | <b>0</b>                 | <b>0</b>        | <b>0</b>        | <b>0</b> |

**FUND(S):** N/A

**COMMENTS:** This item has no financial impact.

**STRATEGIC PLAN GOAL:** Consideration of a request to rezone relates to the City Council's goal of a Financially Strong City with Service Excellence.

### SUMMARY OF ITEM

At its January 20, 2015 meeting, the Planning & Zoning Commission denied this request by a vote of 8-0. The applicant has appealed the Commission's denial. The applicant has requested that the appeal be tabled to the March 17, 2015 City Council meeting.

|   |  |
|---|--|
| List of Supporting Documents:<br>Request to Table<br>Letter of Appeal<br>2nd Vice Chair Report<br>P&Z Follow-up Memo<br>Staff Report<br>Locator Map<br>Aerial Map<br>Zoning Exhibit<br>Concept Plan | Other Departments, Boards, Commissions or Agencies<br>Planning & Zoning Commission |
|---|--|

5420 LBJ Freeway  
Suite 1275  
Dallas, TX 75240

Tel 972.560.7000  
Fax 972.560.7007  
www.brookfieldlogisticsproperties.com

**IDI Gazeley**  
Brookfield Logistics Properties

February 11, 2015

Ms. Erica Marohnic, AICP  
Senior Planner  
City of Plano  
1520 K Avenue, 2nd Floor  
Suite 250, Plano, Texas 75074

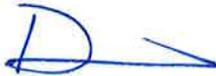
Re: Zoning Case 2014-046  
Request to Table Public Hearing

Ms. Marohnic,

Industrial Developments International, LLC (IDI Gazeley), by way of this correspondence, requests that our zoning case and concept plan hearing scheduled for the February 23, 2015 city council meeting be tabled and rescheduled for the March 17, 2015 city council meeting.

Thank you in advance for your assistance with this matter. Please notify me at once if our request will not be granted.

Regards,  
*IDI Gazeley*



Doug Johnson  
Senior Vice President and Regional Director

cc: File

January 22, 2015

Ms. Erica Marohnic, AICP  
Senior Planner  
City of Plano  
1520 K Avenue, 2nd Floor  
Suite 250, Plano, Texas 75074

Re: Zoning Case 2014-046  
Public Hearing Request

Ms. Marohnic,

Industrial Developments International, LLC (IDI Gazeley), by way of this correspondence, are hereby giving notice that we request a public hearing in front of the City Council of Plano be scheduled for the next available City Council meeting on February 23, 2015 to hear our zoning case and concept plan approval.

The appeal request and notice fees will be provided to the City under separate cover.

Thank you and please let me know if you need anything further from IDI Gazeley!

Regards,  
*IDI Gazeley*



Doug Johnson  
Senior Vice President and Regional Director

cc: File

## **Recommendation of the Planning & Zoning Commission**

### **Zoning Case 2014-46**

January 20, 2015

Second Vice Chairman's Report

Zoning Case 2014-46, Agenda Items No. 10A, and 10B – Public Hearing. Items heard together, but voted separately. All eight Commissioners were present.

Applicant: Industrial Developments International, LLC (IDI Gazeley)

**Zoning Case 2014-46 Agenda Item No. 10A, and 10B**– Request to rezone 14.5 acres located on the south side of Plano Parkway, 1950+/- feet west of Shiloh Road, from Research/Technology Center to Planned Development- Research Technology Center, with modified development standards. Zoned Research/Technology Center/190 Toll way/Plano Parkway Overlay District.

Staff Recommendation: The Staff recommended Denial of the zoning change for the following reasons:

1. Not in conformance with Land Use Plan due to limitations on warehouse uses.
2. Not consistent with direction received from Commission and Council regarding the intent of development within RT district.
3. The requested modifications are not consistent with the RT designation as defined by the Comprehensive Plan.
4. Other zoning districts are available and provide greater flexibility for Office-showroom/Warehouse uses without specific restrictions on height, screening or loading areas.
5. Issues:
  - a. 2011 review by P&Z Commission and City Council as well as district stakeholders determined that the existing limitations on dock doors, gross floor area for office-showroom/warehouse uses and other regulations were critical to the intent and character of the Research/Technology use and should not be changed.
  - b. The requested modifications significantly exceed the limitations of the RT District, and staff believes that the existing restrictions should be maintained in order to promote the current RT uses experienced in the District.

Commission Action:

#### **Comments made in Support of the issue 10A and 10B included:**

- The applicant was the only speaker in support of the Re-Zoning.
- Water and sanitary sewer services are available to serve the property.
- Public safety response times are sufficient to serve a residential use of this site.

#### **Comments made in Opposition of issue 10 A included:**

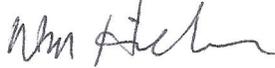
- Opposition to the zoning request was expressed one speaker indicating that 2011 review by P&Z Commission and City Council as well as district stakeholders determined that the existing limitations on the number of dock doors, gross floor area for office-showroom/warehouse uses and other regulations were critical to the intent and character of the Research/Technology use rather than a warehouse/Office use and should not be changed.
- Commissioners commented on the growing need of RT use in the city and indicated that no change of zoning is warranted in this case.

A motion was made for the denial of the Zoning Case 2014-46, item 10A, supporting staff recommendation. Motion for Denial was approved unanimously by the Commission 8 votes to 0.

**Zoning Case 2014-46 Agenda Item No. 10B – Concept Plan** for Office-showroom/Warehouse on 13.7 +/- acres located on the south side of Plano Parkway, 1,950+/- feet west of Shiloh Road. Zoned Planned Development-373 Retail/General Office/190 Toll way Parkway Overlay District. Neighborhood #68.

This Concept plan application is contingent upon approval of Zoning Case 2014-46 (Agenda Item No 10A). Since Zoning Case 2014-46 was denied, a motion was made for Denial of the Case 2014-46 Agenda Item No. 10B – Concept Plan, and was approved unanimously by the Commission.

Respectfully Submitted,



William Hilburn

Second Vice-Chair

Planning & Zoning Commission

**DATE:** January 21, 2015  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of January 20, 2015

**AGENDA ITEM NO. 10A - PUBLIC HEARING  
ZONING CASE 2014-46  
APPLICANT: INDUSTRIAL DEVELOPMENTS INTERNATIONAL, LLC (IDI  
GAZELEY)**

Request to rezone 14.5± acres from Research/Technology Center to Planned Development-Research/Technology Center located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District.

**APPROVED:** \_\_\_\_\_ **DENIED:** 8-0 **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Denied.

EM/ks

xc: David Seaman, Industrial Developments International, LLC (IDI Gazeley)

<http://goo.gl/maps/GMYg5>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

January 20, 2015

**Agenda Item No. 10A**

**Public Hearing:** Zoning Case 2014-46

**Applicant:** Industrial Developments International, LLC (IDI Gazeley)

---

**DESCRIPTION:**

Request to rezone 14.5± acres **from** Research/Technology Center **to** Planned Development-Research/Technology Center located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road in order to allow Office-Showroom/Warehouse with modified development standards. Zoned Research/Technology Center/190 Tollway/Plano Parkway Overlay District.

**REMARKS:**

The applicant is requesting to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center (RT) to Planned Development-Research/Technology Center (PD-RT). The Research/Technology Center (R/T) zoning district is intended to create a low density, employment center consisting of office, research and development facilities, and limited assembly options. R/T districts should generally accommodate several users in a campus environment.

The subject property is currently undeveloped. The requested zoning is PD-RT Center to allow for Office-Showroom/Warehouse with modified development standards. A Planned Development (PD) district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

Office-Showroom/Warehouse is defined as an establishment that primarily consists of sales offices and sample display areas for products and/or services delivered or performed off-premises. Catalog and telephone sales facilities are appropriate. Incidental retail sales of products associated with the primary products and/or services are permitted. Warehousing facilities shall be incidental to the primary use and shall not exceed 50% of the total floor area. This designation does not include contract construction or contractor's shop and storage yard.

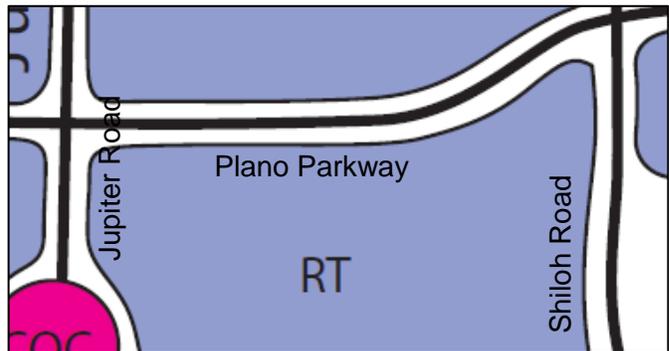
A concept plan, Central Plano Industrial Park Phase 3, Block 24, Lot 1R, accompanies this rezoning request as Agenda Item 10B.

### **Surrounding Land Use and Zoning**

The property to the north, across Plano Parkway, is zoned RT and is developed as General Office. To the east, is light-intensity manufacturing zoned RT. To the south is vacant property zoned RT and a multifamily residential development zoned Planned Development-207-Retail (PD-207-R). To the west, is a general office building zoned RT.

### **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Research/Technology Center (RT). The RT area provides for low-density office, research and development facilities, and limited assembly operations. This area is intended to accommodate multiple users in a campus environment. Warehousing is planned to serve a supporting role in the RT area. Warehousing should generally be an accessory use to limited assembly operation and Office/Showroom facilities.



Due to the limitations on warehouse uses, this request is not in conformance with the future land use plan.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available to serve the subject property.

**Traffic Impact Analysis (TIA)** - A TIA is not required for this rezoning request.

**Public Safety Response Time** - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site.

### **Proposed Planned Development Stipulations:**

The requested zoning is Planned Development-Research/Technology Center. There are two primary parts to this request: land use and building design standards.

**Land Use** – The applicant is proposing to retain RT as the base zoning district with the additional use of Office-Showroom/Warehouse.

**Design Standards** – The requested design standards are intended to add flexibility for Office-Showroom/Warehouse use and design of the site.

## Restrictions:

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

Office-Showroom/Warehouse is a permitted use subject to the following standards:

1. Maximum Height: 20 story, not to exceed 325 feet in height. One story buildings shall not exceed 41 feet, inside clear height (Exclusive of interior support structures), except as specified in Other Setback Requirements below.
2. Maximum Loading Spaces or Berths: 16
3. An Office-Showroom/Warehouse use is permitted only when the first floor of the building housing said uses does not exceed 225,000 square feet of gross floor area.
4. Screening of loading and trash collection areas from adjacent properties is not required.

## ISSUES:

### Background

The RT district was established in 1998. The intent of the district is to create a low-density employment center, which focuses on office and research uses and limits assembly and warehouse operations. The district has been amended several times since its inception, most recently in 2011. At that time, staff reviewed the ordinance language in order to identify if any regulations were overly burdensome and limited future development opportunities. As a part of this review, staff had discussions with the Planning & Zoning Commission, City Council and stakeholders within the district. Through these discussions, staff determined that the existing limitations on dock doors, gross floor area for office-showroom/warehouse uses and other regulations were critical to the intent and character of the RT district and should not be changed.

### Requested Stipulations

The applicant is requesting several modifications to the RT district language:

1. Increasing the maximum inside clear height of first floor from 28 to 41 feet.
2. Increasing the maximum loading spaces from 12 to 16.
3. Increasing the building size for office-showroom/warehouse uses from 100,000 square feet to 225,000 square feet.
4. Removing the requirement to screen loading areas and dumpsters from adjacent properties.

The purpose of a PD is to, “promote innovative design and better development controls.” The applicant has not provided a compelling rationale for the requested modifications that justify the use of a PD. The requested stipulations are intended to

gain flexibility for future development. The RT district is specific in its intent to limit warehouse operations, loading spaces and building height. Additionally, the district requires screening of loading areas and dumpsters from adjacent properties for aesthetic purposes. The subject property is large, and can physically accommodate development which complies with the existing RT regulations, including the required screening. Staff believes that the existing restrictions are necessary in order to promote uses and standards consistent with the Comprehensive Plan designation of RT and development that has occurred previously in the district.

Furthermore, the requested stipulations are not consistent with the direction received in 2011 from Commission and Council regarding the intent of development within the RT district. If the existing regulations are overly burdensome, staff recommends the Commission perform a review the RT regulations, and if necessary, call a public hearing in order to make changes to the district that would benefit all properties.

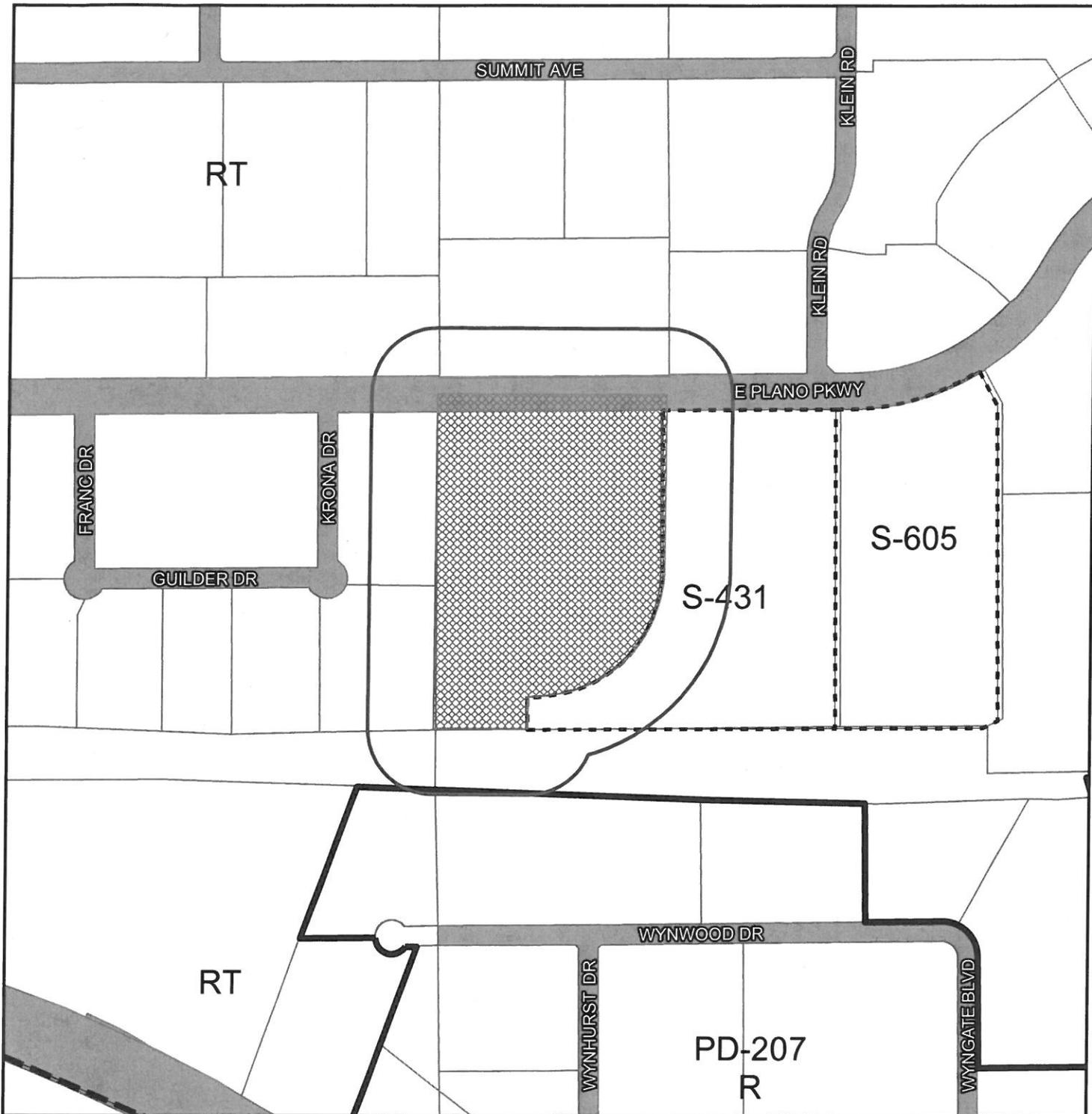
Lastly, the city has other zoning districts which provide greater flexibility for Office-Showroom/Warehouse uses, without the specific restrictions on height, screening or loading areas that are present in RT including Light Commercial (LC), Commercial Employment (CE), Central Business-1 (CB-1), Light Industrial-1 (LI-1), Light Industrial-2 (LI-2), Regional Employment (RE), Regional Commercial (RC) and Corridor Commercial (CC).

**SUMMARY:**

The applicant is requesting to rezone 14.5± acres located on the south side of Plano Parkway, 1,950± feet west of Shiloh Road from Research/Technology Center to Planned Development-Research/Technology Center to allow Office-Showroom/Warehouse as a permitted use with modified development standards. The requested modifications are not consistent with the RT designation as defined by the Comprehensive Plan. The proposed stipulations are also not consistent with direction from Commission and Council regarding the intent of the district. Furthermore, the site is large enough to provide for development flexibility which would comply with the existing regulations. For these reasons, staff recommends denial of the zoning request.

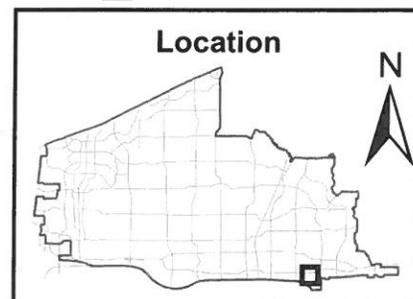
**RECOMMENDATION:**

Recommend for denial.



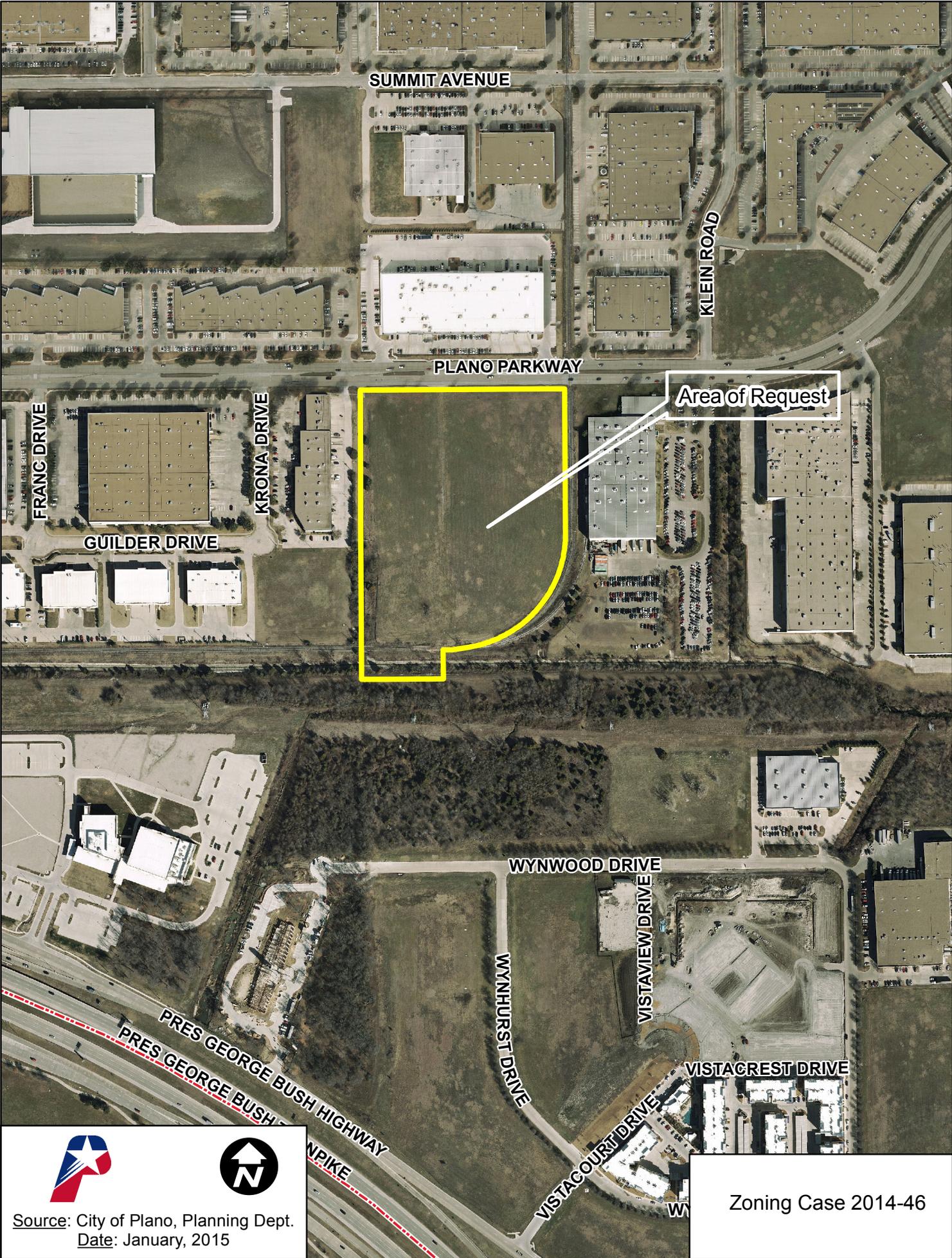
Zoning Case #: 2014-46

Existing Zoning: RESEARCH/TECHNOLOGY CENTER/  
190 TOLLWAY/PLANO PARKWAY OVERLAY DISTRICT



Source: City of Plano Planning Department

- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- - - City Limits
- - - Specific Use Permit
- Right-of-Way



SUMMIT AVENUE

KLEIN ROAD

PLANO PARKWAY

Area of Request

FRANC DRIVE

KRONA DRIVE

GUILDER DRIVE

WYNWOOD DRIVE

WYNHURST DRIVE

VISTAVIEW DRIVE

VISTACREST DRIVE

VISTACOURT DRIVE

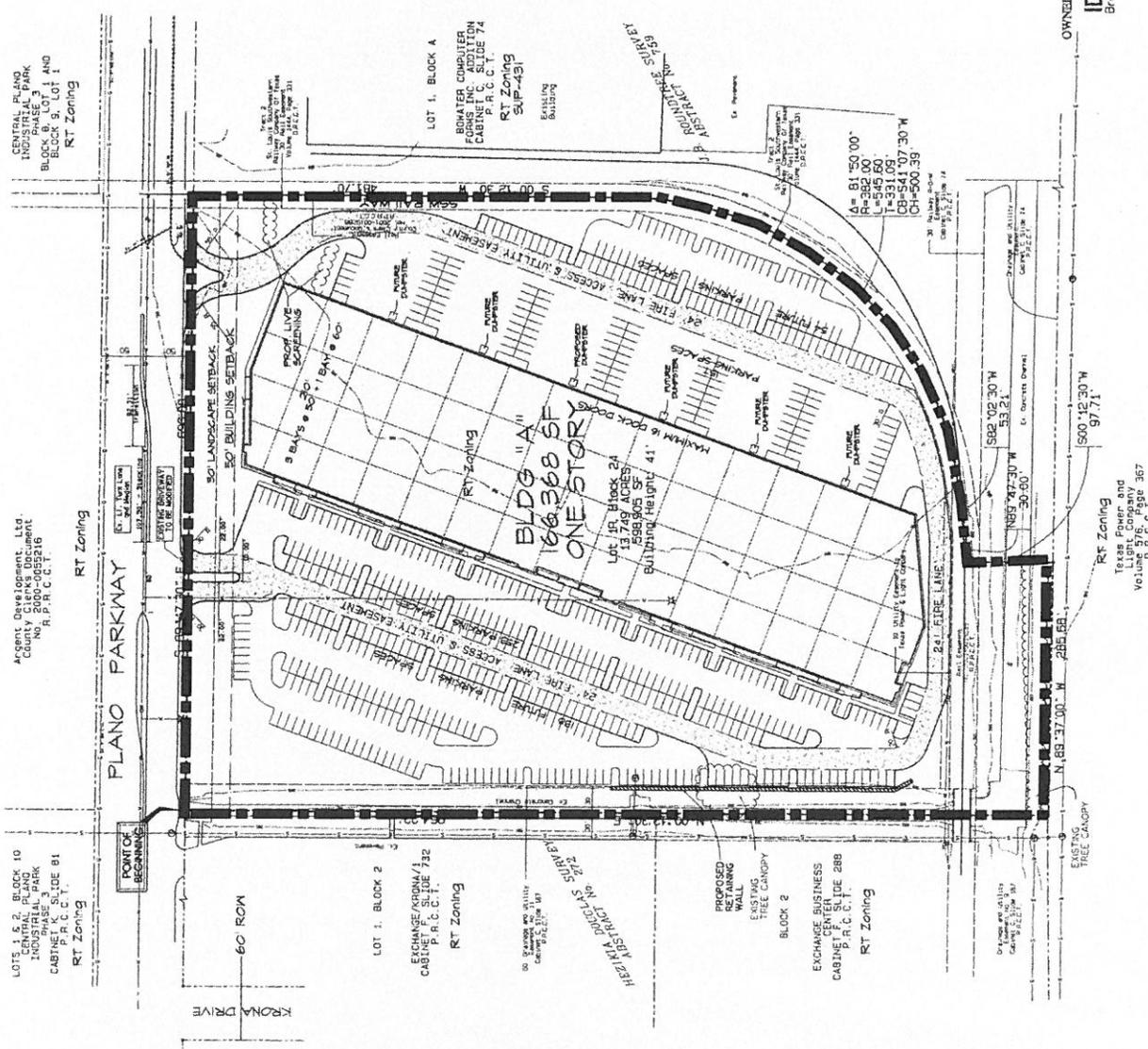
PRES GEORGE BUSH HIGHWAY



Source: City of Plano, Planning Dept.  
Date: January, 2015

Zoning Case 2014-46





LOT 1, 2, BLOCK 10  
CENTRAL PLANO INDUSTRIAL PARK  
INDUSTRIAL PARK  
CABINET F, SLIDE B1  
P.R.C.C.T.  
RT Zoning

LOT 1, 2, BLOCK 2  
CENTRAL PLANO INDUSTRIAL PARK  
INDUSTRIAL PARK  
CABINET F, SLIDE 74  
P.R.C.C.T.  
RT Zoning

LOT 1, BLOCK 2  
EXCHANGE KRONA/132  
CABINET F, SLIDE 132  
P.R.C.C.T.  
RT Zoning

LOT 1, BLOCK A  
BOMATER COMPUTER  
FORMS, INC. ADDITION  
CABINET F, SLIDE 74  
P.R.C.C.T.  
RT Zoning  
SVP-431

LOT 1R, BLOCK 2A  
13.749 ACRES  
598,065 SF  
BUILDING HEIGHT 41'  
RT Zoning

BLDG "A"  
166,368 SF  
ONE STORY

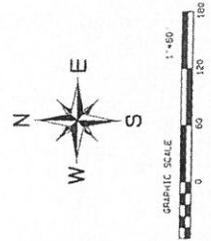
LOT 1R, BLOCK 2A  
13.749 ACRES  
598,065 SF  
BUILDING HEIGHT 41'  
RT Zoning

LOT 1, BLOCK 2  
EXCHANGE KRONA/132  
CABINET F, SLIDE 132  
P.R.C.C.T.  
RT Zoning

LOT 1, BLOCK 2  
EXCHANGE BUSINESS  
CABINET CENTER SLIDE 288  
P.R.C.C.T.  
RT Zoning

LOT 1, BLOCK 2  
EXCHANGE BUSINESS  
CABINET CENTER SLIDE 288  
P.R.C.C.T.  
RT Zoning

LOT 1, BLOCK 2  
EXCHANGE BUSINESS  
CABINET CENTER SLIDE 288  
P.R.C.C.T.  
RT Zoning



| SITE DATA TABLE                       |                               |
|---------------------------------------|-------------------------------|
| GENERAL SITE DATA                     | ONE                           |
| LOT NO.                               | 1R                            |
| BLK NO.                               | 2A                            |
| OFFICE/RESIDENTIAL/INDUSTRIAL         | OFFICE/RESIDENTIAL/INDUSTRIAL |
| LOT AREA                              | 598,065 SF                    |
| TOTAL COVERED AREA                    | 166,368 SF                    |
| TOTAL BUILDING AREA                   | 166,368 SF                    |
| BLDG HEIGHT (5 STOREYS)               | 41 FT                         |
| LOT COVER (11%)                       | 21.7%                         |
| FLOOR AREA RATIO                      | 0.20:1                        |
| PARKING                               | OFFICE 1 SPACE/300 SF         |
| PARKING RATIO                         | WAREHOUSE 1 SPACE/500 SF      |
| REAR/FRONT PARKING                    | 400 SPACES                    |
| FRONT PARKING                         | 400 SPACES                    |
| REAR PARKING                          | 400 SPACES                    |
| REAR/FRONT PARKING                    | 400 SPACES                    |
| FRONT PARKING                         | 400 SPACES                    |
| REAR PARKING                          | 400 SPACES                    |
| TOTAL PARKING SPACES                  | 12 SPACES                     |
| PLANNING DEPARTMENT INDEX OF REQUIRED |                               |

- NOTES:
- 1) Site shall comply with all regulatory requirements associated with the 100' (100' follow/Plano Parkway Overlay District.
  - 2) All fire lines are proposed to be less than 105' in grade.

**CONCEPT PLAN**  
FOR  
CENTRAL PLANO INDUSTRIAL PARK PHASE 3  
BLOCK 2A, LOT 1R  
BEING 13.749 ACRES  
SITUATED IN THE  
1/8 BOUNDARY SURVEY AND ABSTRACT NO. 799  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
JANUARY, 2015

PREPARED BY:  
**GOODWIN MARSHALL**  
CIVIL ENGINEERS - PLANNERS - SURVEYORS  
308 Main Street, Oklahoma, Texas 78601  
OAK, TEXAS 75042  
PHONE: 972-342-8444  
FAX: 972-342-8444  
COURTESY: GARDNER & THEOBALD

OWNED/DEVELOPED BY:  
**IDI Gazeley**  
Brookfield Logistics Properties  
5411 West Loop West, Suite 1500  
Dallas, Texas 75240  
PHONE: 972-991-3199  
FAX: 972-991-3199  
COURTESY: GARDNER & THEOBALD



# CITY OF PLANO COUNCIL AGENDA ITEM

|   |                |                                  |  |                         |
|---|----------------|----------------------------------|--|-------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                |                                  |  |                         |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                |                                  |  |                         |
| Council Meeting Date:   |                | February 23, 2015                |  |                         |
| Department:   |                | Planning                         |  |                         |
| Department Head   |                | Christina Day                    |  |                         |
| Agenda Coordinator (include phone #): <b>Tammy Stuckey, ext 7156</b>  |                |                                  |  |                         |
| <b>CAPTION</b>  |                |                                  |  |                         |
| Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2014-47 - Request for a Specific Use Permit for Mid-Rise Residential on 2.4± acres located at the northeast corner of Spring Creek Parkway and Headquarters Drive. Zoned Commercial Employment. Applicant: Winstead, P.C. |                |                                  |  |                         |
| <b>FINANCIAL SUMMARY</b>  |                |                                  |  |                         |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP   |                |                                  |  |                         |
| FISCAL YEAR:  | <b>2014-15</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>  | <b>Future<br/>Years</b> |
|   |                | <b>TOTALS</b>                    |  |                         |
| Budget  | 0              | 0                                | 0  | <b>0</b>                |
| Encumbered/Expended Amount  | 0              | 0                                | 0  | <b>0</b>                |
| This Item   | 0              | 0                                | 0  | <b>0</b>                |
| BALANCE   | 0              | 0                                | 0  | <b>0</b>                |
| FUND(S): <b>N/A</b>   |                |                                  |  |                         |
| <b>COMMENTS:</b> This item has no financial impact.<br><b>STRATEGIC PLAN GOAL:</b> Consideration of a Specific Use Permit request relates to the City Council's goal of a Financially Strong City with Service Excellence.  |                |                                  |  |                         |
| <b>SUMMARY OF ITEM</b>  |                |                                  |  |                         |
| At its January 20, 2015 meeting, the Planning & Zoning Commission denied this request by a vote of 6-2. The applicant has appealed the Commission's denial.   |                |                                  |  |                         |
| List of Supporting Documents:<br>Letter of Appeal from Applicant<br>2nd Vice Chair Report<br>P&Z Follow-up Memo<br>Staff Report<br>Locator Map<br>Aerial<br>Zoning Exhibit<br>Revised Concept Plan  |                |                                  | Other Departments, Boards, Commissions or Agencies<br>Planning & Zoning Commission |                         |

**KIRK R. WILLIAMS**  
DIRECT: (214) 745-5746  
[kwilliams@winstead.com](mailto:kwilliams@winstead.com)

January 21, 2015

Erica Marohnic  
Planning Department  
1520 Avenue K  
Plano, TX 75074

RECEIVED  
JAN 20 2015  
PLANNING DEPT

Re: Zoning Case 2014-47  
NEC of W. Spring Creek Parkway and Headquarters Drive  
Item 11A, Plano P&Z Agenda for January 20, 2015

Dear Erica:

As you are aware, Winstead PC represents the Applicant in the referenced matter. On Tuesday, January 20, 2015, the Plano P&Z heard this case and recommended denial of Item 11A. On behalf of the Applicant, I appeal the adverse recommendation of the P&Z and request that this matter be placed on the Plano City Council Agenda for February 23, 2015. I have enclosed a check in the amount of \$180.00 which I understand is the fee for said appeal.

Please confirm receipt of this appeal and the scheduling of this matter for consideration by the City Council on February 23. Should you have questions or need additional information, please let me know.

Your attention to this matter is appreciated.

Sincerely,

*/s/ Kirk R. Williams*

Kirk R. Williams

KRW/plp  
Enclosure

cc: Megan Lasch  
Lisa Stephens

## **Recommendation of the Planning & Zoning Commission**

### **Zoning Case 2014-47**

January 20, 2015

Second Vice Chairman's Report

Zoning Case 2014-47, Agenda Items No. 11A, and 11B – Public Hearing. Items heard together, but voted separately. All eight Commissioners were present.

Applicant: Winstead, P.C.

**Zoning Case 2014-47 Agenda Item No. 11A, and 11B**– Request for Specific Use Permit (SUP) to allow for Mid-Rise Residential on 2.4 +/- acres located at the northeast corner of Spring Creek Parkway and Headquarters Drive. Zoned Commercial Employment (CE).

Staff Recommendation: The Staff recommended Approval of the zoning change for the following reasons:

1. Although the adjacent convenience store with gas station is not appropriate for traditional residential uses, mid-rise residential may be appropriate due to the fact that the use operates as an independent development with private amenities built-in to service residents.
2. Mid-rise uses can also benefit from common open space, services, retail and employment opportunities found within the context of an urban center.

Commission Action:

#### **Comments made in Support of the issue 11A and 11B included:**

- The applicant was the only speaker in support of the Re-Zoning.
- Water and sanitary sewer services are available to serve the property.
- Public safety response times are sufficient to serve a residential use of this site.
- Property is serviced by the Lewisville Independent School District (LISD) which indicates that currently adequate capacity exists.

#### **Comments made in Opposition of issue 11A and 11B included:**

- Staff report noted that the subject property is not located within a park fee service area and there are no parks nearby.
- Set back from S.H.121 is only 600 feet rather than the 1200 feet required, and the residential development is not part of a mixed use planned development, or urban mixed-use center.
- The residential project appears to be isolated from other residential neighborhoods and residential services and amenities surrounded by CE corridor uses.
- Adjacent proximity to under construction convenience store with gas pumps is not appropriate for traditional residential living.
- Doesn't conform to comprehensive plan for mid-rise developments within CE corridor zoning.

A motion was made for the denial of the Zoning Case 2014-47, item 11A, in opposition to staff recommendation. Motion for Denial was approved by the Commission 6 votes to 2. (Commissioners Grady and Hicks voted against the motion).

**Zoning Case 2014-47 Agenda Item No. 11B – Concept Plan** for 107 mid-rise residential units on 2.4 +/- acres located at the northeast corner of Spring Creek Parkway and Headquarters Drive. Zoned Commercial Employment. Neighborhood #14.

This Concept plan application is contingent upon approval of Zoning Case 2014-47 (Agenda Item No 11A). Since Zoning Case 2014-47 was denied, a motion was made for Denial of the Case 2014-47 Agenda Item No. 11B – Concept Plan, and was approved by the Commission 6 votes to 2. (Commissioners Grady and Hicks voted against the motion).

Respectfully Submitted,



William Hilburn

Second Vice-Chair

Planning & Zoning Commission

**DATE:** January 21, 2015  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of January 20, 2015

**AGENDA ITEM NO. 11A - PUBLIC HEARING  
ZONING CASE 2014-47  
APPLICANT: WINSTEAD, P.C.**

Request for a Specific Use Permit for Mid-Rise Residential on 2.4± acres located at the northeast corner of Spring Creek Parkway and Headquarters Drive. Zoned Commercial Employment.

**APPROVED:** \_\_\_\_\_ **DENIED:** 6-2 **TABLED:** \_\_\_\_\_

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

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

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

**STIPULATIONS:**

Denied.

EM/ks

xc: Michael Sealy, Sealy & Compnay, Inc.  
James Yu, P.E., Pape-Dawson Engineers

<http://goo.gl/maps/wO3Cj>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

January 20, 2015

**Agenda Item No. 11A**

**Public Hearing:** Zoning Case 2014-47

**Applicant:** Winstead, P.C.

---

**DESCRIPTION:**

Request for a Specific Use Permit for Mid-Rise Residential on 2.4± acres located at the northeast corner of Spring Creek Parkway and Headquarters Drive. Zoned Commercial Employment.

**REMARKS:**

The applicant is requesting a Specific Use Permit (SUP) to allow for mid-rise residential. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district, which could be of benefit in a particular case to the general welfare, provided that adequate development standards and safeguards are established. The Zoning Ordinance defines mid-rise residential as, “buildings containing not less than five floors designed for residential occupancy and including accessory uses including but not limited to parking garages, recreational amenities, meeting space, storage, and personal services. A mid-rise residential development may include a mix of residential and nonresidential uses in the same structure.”

The subject property is 2.4± acres in size and is currently undeveloped. The existing zoning on the property is Commercial Employment (CE). The CE district is intended to provide the flexibility for an integrated development that may include retail, office, commercial, light manufacturing, and multifamily residences. The majority of focus of the CE district is to be corporate headquarters and research facilities arranged in a campus-like setting.

A revised concept plan for Palomino Crossing Addition, Block 1, Lot 4 accompanies this request as Agenda Item 11B.

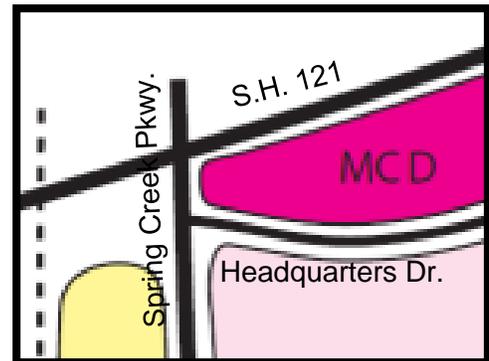
**Surrounding Land Use and Zoning**

The property to the north, is zoned CE and is developed as a convenience store with gas pumps. The properties to the east are undeveloped and zoned CE. To the south, across Headquarters Drive is an existing office development also zoned CE. The

property to the west across Spring Creek Parkway is within the City of The Colony and is under construction as retail.

### **Conformance to the Comprehensive Plan**

**Future Land Use Plan:** The Future Land Use Plan designates this property as Major Corridor Development (MCD). Development in these corridors is expected to include a mix of commercial, office, and technical production uses.



The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities. However, residential development may be appropriate accordance with the interim amendment policy recommendations of the Comprehensive Plan that were adopted in April, 2012. The policies that apply to this request include:

1. Residential should be set back a minimum of 1,200 feet from the centerline of the Dallas North Tollway. Factors including topography, creeks, vegetation and existing development patterns should be considered in applying this standard.

The subject property is approximately 600 feet from the centerline of State Highway 121. Although the property is within the 1,200 foot setback, existing development and topography provide a buffer from the highway.

2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete new neighborhood or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (five to twelve stories) and special needs housing (i.e. senior housing) could be an exception if the surrounding land use is compatible.

The request does not expand into any existing residential neighborhoods. Although the existing convenience store with gas pumps is not conducive to traditional residential living, mid-rise uses are distinct because they do not necessarily require adjacency to other residential uses and can function as standalone sites. The Planning & Zoning Commission should consider if this is an appropriate location for residential living.

3. New multifamily zoning should require a minimum density of 40 dwelling units per acre on the project site. Phased development should have a minimum average density of 40 dwelling units per acre. However, no phase having less than 40 units per acre may be constructed, unless preceded by or concurrently built with a phase which maintains the minimum 40 dwelling units for the overall project. Additionally, mid-rise multifamily development and neighborhood mixed-use zoning districts could be exceptions to this minimum density requirement.

The proposed mid-rise residential development will maintain a minimum density of 45 dwelling units per acre, in compliance with the city's density policy.

**Adequacy of Public Facilities:** Water and sanitary sewer services are available to serve the subject property. However, the applicant will need to verify that the sanitary sewer capacity is sufficient to accommodate the proposed change in use from commercial to residential.

**Traffic Impact Analysis (TIA):** A TIA is not required for this SUP request.

**School Capacity:** This is provided for informational purposes only. The property is served by the Lewisville Independent School District (LISD).

|                   |             |
|-------------------|-------------|
|                   |             |
| Elementary School | Tom Hicks   |
| Middle School     | Arbor Creek |
| High School       | Hebron      |

At this time and based upon current boundaries, LISD has determined that there is sufficient capacity at all three schools.

**Public Safety Response Time:** Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site. Mid-rise residential units in this area will increase EMS and fire calls for service, and may impact future staffing levels and the type of equipment assigned to area fire stations.

**Access to and Availability of Amenities and Services:** The subject property is not located within a park fee service area and there are no nearby parks.

The property is located within Parr Library's service area, which has sufficient capacity to serve the development.

**ISSUES:**

**Mid-Rise Residential**

The city currently does not have any mid-rise residential developments. The Comprehensive Plan policies support mid-rise uses in expressway corridors as an alternative neighborhood if adjacent uses are appropriate. Although the adjacent convenience store with gas pumps is not appropriate for traditional residential uses, mid-rise residential may be appropriate due to the fact that the use operates as an independent development with private amenities built-in to serve residents.

Mid-rise uses can also benefit from common open space, services, retail and employment opportunities found within the context of an urban center. Although this request is not proposed within an urban center, the subject property may be appropriate for mid-rise residential due to the self-contained and urban nature of the development

and proximity to jobs and services in Legacy Business Park. Potential residents of the requested mid-rise development will be able to benefit from existing and future employment uses in the area, as well as the urban center development proposed at the southeast corner of Headquarters Drive and Communications Parkway which includes office, retail, restaurant and open space as well as residential uses. Due to the self-contained nature of mid-rise development, as well as the existing and planned developments in the surrounding area, staff is in support of the SUP request.

**SUMMARY:**

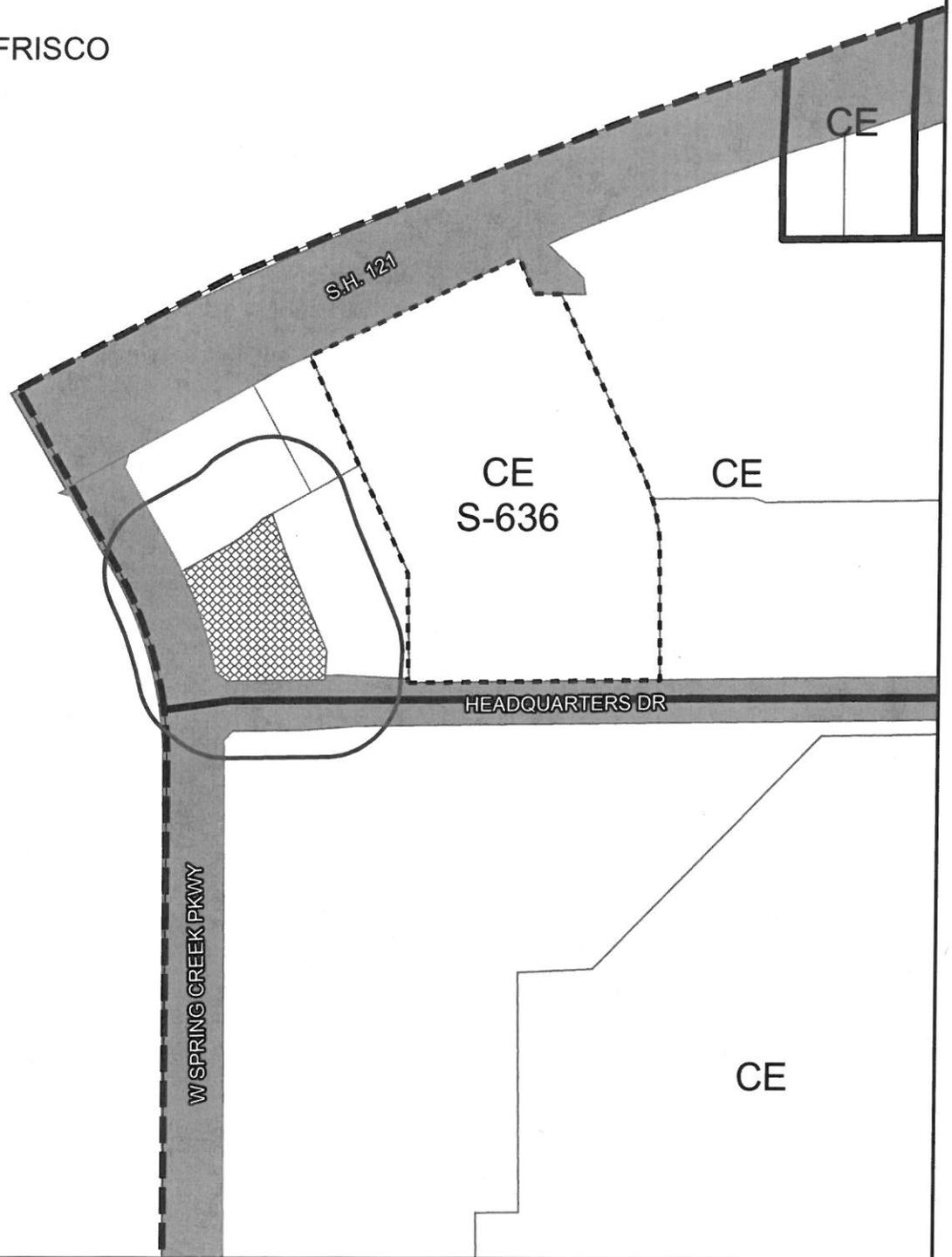
The applicant is requesting an SUP for mid-rise residential on 2.4± acres located at the northeast corner of Spring Creek Parkway and Headquarters Drive. The proposed use is consistent with the Comprehensive Plan's 2012 interim amendments and the Future Land Use Plan of the Comprehensive Plan which recommends mid-rise residential in expressway corridors. As mid-rise uses are often standalone, independent developments, and due to future residential and nonresidential development opportunities in the surrounding area, staff is in support of the proposed SUP.

**RECOMMENDATION:**

Recommended for approval as submitted.

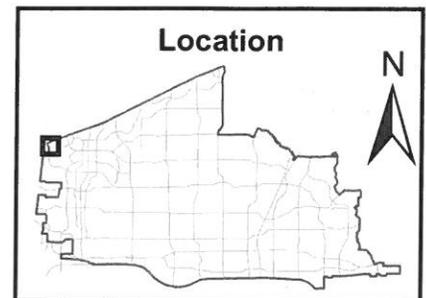
CITY OF FRISCO

CITY OF THE COLONY



Zoning Case #: 2014-47

Existing Zoning: COMMERCIAL EMPLOYMENT



- 200' Notification Buffer
- ▨ Subject Property
- Zoning Boundary
- - - City Limits
- - - Specific Use Permit
- Right-of-Way

Source: City of Plano Planning Department



SAM RAYBURN TOLLWAY

SH121 HIGHWAY

Area of Request

SPRING CREEK PARKWAY

HEADQUARTERS DRIVE



Source: City of Plano, Planning Dept.  
Date: January, 2015

Zoning Case 2014-47







# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                                  |                         |  |               |
|--|----------------------------------|-------------------------|--|---------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                  |                         |  |               |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                  |                         |  |               |
| Council Meeting Date:  |                                  | February 23, 2015       |  |               |
| Department:  |                                  | Planning                |  |               |
| Department Head  |                                  | Christina Day           |  |               |
| Agenda Coordinator (include phone #): <b>Karen Suiter x7566</b>  |                                  |                         |  |               |
| <b>CAPTION</b>   |                                  |                         |  |               |
| <p>Public Hearing and consideration of a Resolution of the City of Plano, Texas, supporting an application for a nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project, located at Palomino Crossing, Block 1, Lot 4; and designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.</p> |                                  |                         |  |               |
| <b>FINANCIAL SUMMARY</b>   |                                  |                         |  |               |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                                  |                         |  |               |
| FISCAL YEAR: <b>2014-15</b>  | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b> | <b>Future<br/>Years</b>                            | <b>TOTALS</b> |
| Budget   | 0                                | 0                       | 0  | <b>0</b>      |
| Encumbered/Expended Amount   | 0                                | 0                       | 0  | <b>0</b>      |
| This Item  | 0                                | 0                       | 0  | <b>0</b>      |
| <b>BALANCE</b>   | <b>0</b>                         | <b>0</b>                | <b>0</b>   | <b>0</b>      |
| <b>FUND(S):     N/A</b>  |                                  |                         |  |               |
| <p><b>COMMENTS:</b> This item has no fiscal impact.<br/> <b>STRATEGIC PLAN GOAL:</b> Supporting an application for four percent housing tax credit financing (HTC) relates to the City's goal of Partnering for Community Benefit.</p>   |                                  |                         |  |               |
| <b>SUMMARY OF ITEM</b>   |                                  |                         |  |               |
| <p>This resolution formally establishes the City of Plano's support for a housing tax credit (HTC) application to Texas Department of Housing and Community Affairs (TDHCA) to assist in financing the development of The Astonia. A public hearing is noticed to solicit comments regarding the proposed development and application submittal. This item is recommended subject to approval of the associated zoning case.</p>   |                                  |                         |  |               |
| List of Supporting Documents:  |                                  |                         | Other Departments, Boards, Commissions or Agencies |               |
| Memo, Resolution   |                                  |                         |  |               |



# Memorandum

**Date:** February 12, 2015

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

**From:** Shanette Brown, Community Services Manager

**Subject:** **City Support of a Housing Tax Credit Application**

The 2010-2014 Consolidated Plan of Housing and Community Development Needs (Plan) highlights the unmet housing affordability that low income renters experience. The Plan includes a decent housing strategy of encouraging the provision of decent, safe, and affordable housing for low and moderate income and special needs residents. Article XI of the City of Plano Code of Ordinances establishes an Infill Housing Program that promotes the development of real property for low and moderate income housing to effectuate the public purpose of providing affordable housing for low and moderate income families.

Housing Tax Credits (HTC) is one way that the State, through the Texas Department of Housing and Community Affairs (TDHCA), promotes the development of affordable rental housing for low income households. These rental units are then leased to qualified households at below market rate rents. The HTC Program provides a source of equity financing for the development of affordable housing and assists creating and maintaining the affordable housing stock in communities.

D Squared Development, LLC is requesting support for their application to the TDHCA for their project in Plano, The Astonia. Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4) requires the City to hold a public hearing and state their support or no objection through a resolution in order for the applicant to gain needed points for Local Government Support criteria. Approval of support is dependent upon City Council approval of Zoning Case 2014-47.

**A Resolution of the City of Plano, Texas, supporting an application for a nine percent (9%) housing tax credit (HTC) financing to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed affordable residential development project, located at Palomino Crossing, Block 1, Lot 4; and designating the City Manager, or his designee, to certify this resolution to TDHCA; and declaring an effective date.**

**WHEREAS**, D Squared Development, LLC has proposed a development for affordable rental housing which will be named "The Astonia" and will include up to 105 units that will be located in the northeast corner of W. Spring Creek Parkway and Headquarters Drive, in the City of Plano, Denton County; and

**WHEREAS**, D Squared Development, LLC intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2015 Housing Tax Credit Program funds for The Astonia; and

**WHEREAS**, the City of Plano Housing Infill Program encourages the development of real property for low and moderate income housing; and

**WHEREAS**, the 2010-2014 Consolidated Plan of Housing and Community Development Needs notes that low income renters within the city of Plano have unmet housing needs, mostly related to affordability; and

**WHEREAS**, it is in the public interest of the citizens of the City of Plano that the application be made for such funding; and

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

**SECTION I.** In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4):

1. Notice has been provided to the Governing Body, the City of Plano, in accordance with Texas Government Code, §2306.67071(a); and
2. The City of Plano has had sufficient opportunity to obtain a response from the applicant regarding any questions or concerns about the proposed development; and
3. The City of Plano has held a hearing at which public comment may be made on the proposed development site in accordance with Texas Government Code, §2306.67071(b); and
4. After due consideration of the information provided by the applicant and public comment, the City of Plano supports the proposed application for The Astonia.

**SECTION II.** The City Manager, or his designee, is hereby authorized, and directed to provide a certified copy of this resolution to the Texas Department of Housing and Community Affairs.

**SECTION III.** This resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED THIS THE 23RD DAY OF FEBRUARY, 2015.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

Approved as to form:

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Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

|   |                                  |                         |  |               |
|---|----------------------------------|-------------------------|--|---------------|
| <b>CITY SECRETARY'S USE ONLY</b>  |                                  |                         |  |               |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory  |                                  |                         |  |               |
| Council Meeting Date:   |                                  | February 23, 2015       |  |               |
| Department:   |                                  | Planning                |  |               |
| Department Head   |                                  | Christina D. Day        |  |               |
| Agenda Coordinator (include phone #): <b>T. Stuckey, ext 7156</b>   |                                  |                         |  |               |
| <b>CAPTION</b>  |                                  |                         |  |               |
| <p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-48 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 6.4± acres of land out of the Andrew Piara Survey, Abstract No. 687, located on the north side of Park Boulevard, 334± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from Planned Development-13-Retail to Single-Family Residence Attached; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Lyons Equities, Inc., Trustee Texas Corp. Tabled February 9, 2015.</p> |                                  |                         |  |               |
| <b>FINANCIAL SUMMARY</b>  |                                  |                         |  |               |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP   |                                  |                         |  |               |
| FISCAL YEAR: <b>2014-15</b>   | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b> | <b>Future<br/>Years</b>                            | <b>TOTALS</b> |
| Budget  | 0                                | 0                       | 0  | <b>0</b>      |
| Encumbered/Expended Amount  | 0                                | 0                       | 0  | <b>0</b>      |
| This Item   | 0                                | 0                       | 0  | <b>0</b>      |
| <b>BALANCE</b>  | <b>0</b>                         | <b>0</b>                | <b>0</b>   | <b>0</b>      |
| <b>FUND(S):    N/A</b>  |                                  |                         |  |               |
| <b>COMMENTS:</b> This item has no financial impact.   |                                  |                         |  |               |
| STRATEGIC PLAN GOAL: Consideration of a request to rezone relates to the City Council's goal of a Financially Strong City with Service Excellence.  |                                  |                         |  |               |
| <b>SUMMARY OF ITEM</b>  |                                  |                         |  |               |
| At its January 20, 2015 meeting, the Planning & Zoning Commission recommended approval of this request by a vote of 7-1. The City Council tabled this item at its February 9, 2015 meeting to the February 23, 2015 meeting.  |                                  |                         |  |               |
| List of Supporting Documents:   |                                  |                         | Other Departments, Boards, Commissions or Agencies |               |
| P&Z Follow –Up Memo<br>Staff Report<br>Locator Map<br>Aerial Map<br>Zoning Exhibit, Ordinance   |                                  |                         |  |               |

**DATE:** January 21, 2015  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of January 20, 2015

**AGENDA ITEM NO. 6A - PUBLIC HEARING  
ZONING CASE 2014-48  
APPLICANT: LYONS EQUITIES, INC., TRUSTEE TEXAS CORP.**

Request to rezone 6.4± acres located on the north side of Park Boulevard, 334± feet east of Los Rios Boulevard **from** Planned Development-13-Retail **to** Single-Family Residence Attached. Zoned Planned Development-13-Retail.

**APPROVED:** 7-1 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 7

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 61

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

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** February 9, 2015 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

RA/ks

xc: Chris Lyons, Vice President, Lyons Equities, Inc., Trustee Texas Corp.  
Mardy Brown, Texas Development Services

<http://goo.gl/maps/svdo3>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

January 20, 2015

**Agenda Item No. 6A**

**Public Hearing:** Zoning Case 2014-48

**Applicant:** Lyons Equities, Inc., Trustee Texas Corp.

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**DESCRIPTION:**

Request to rezone 6.4± acres located on the north side of Park Boulevard, 334± feet east of Los Rios Boulevard **from** Planned Development-13-Retail **to** Single-Family Residence Attached. Zoned Planned Development-13-Retail.

**REMARKS:**

The purpose of this request is to rezone 6.4± acres located on the north side of Park Boulevard, 334± east of Los Rios Boulevard from Planned Development-13-Retail (PD-13-R) to Single-Family Residence Attached (SF-A). A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions. The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing. The SF-A district is intended to provide for a variety of residential housing types and densities in medium density range (five-ten units/acres) on individually-platted lots or multiple units on a single lot.

The R zoning district allows SF-A development with approval of a Specific Use Permit (SUP). However, PD-13-R limits the maximum height of development to one-story or 32 feet, whichever is less. Rather than applying for an SUP, which would have a height limitation of one-story, the applicant is requesting to rezone which would allow for a two-story residential product.

A preliminary site plan, Venetian Villas North accompanies this request as Agenda Item 6B.

## **Surrounding Land Use and Zoning**

The area of request is currently undeveloped. To the south, across Park Boulevard, is undeveloped land zoned Planned Development-6-Retail (associated with Zoning 2014-49). To the east are existing residences zoned Single-Family Residence-7 (SF-7). To the north are existing residences zoned Two-Family Residence (Duplex). To the west are existing retail uses zoned Planned Development-13-Retail.

## **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Residential with Neighborhood Commercial at the intersection of Los Rios Boulevard and Park Boulevard. The request is in conformance to the Future Land Use Plan.

**Interim Amendments to the Comprehensive Plan** - In April 2012, the City Council adopted interim amendments to the Land Use Element of the Comprehensive Plan which included recommendations pertaining to the use of the city's undeveloped land. Two of these recommendations are applicable to this request.

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services.

The proposed site is served by the 107 acre Cottonwood Creek Greenbelt Park which is approximately 1,100 feet to the east. Additionally, PISD representatives have stated that there is sufficient capacity at all four schools serving the property. The Fire Department has determined that response times are sufficient for single-family development at this location. Therefore, this request is consistent with this interim amendment to the Comprehensive Plan.

2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete neighborhood, or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (five to twelve stories) and special needs housing (i.e. senior housing) could be an exception if the surrounding land uses are compatible.

The applicant is proposing 44 residential lots on the subject property. Although the proposed townhomes are a denser product than the existing residences in the area, single-family residential uses at this location are compatible with the adjacent single-family uses. The proposed units will be a rear entry product providing connectivity, via alley access, to the existing residential subdivision to the north and east. By expanding an existing neighborhood, this request is in conformance with this policy recommendation.

**Infill Housing Policy Statement** - The Infill Housing Policy recommends that infill housing be adjacent or be in close proximity to existing residential development to take advantage of existing amenities. The proposed development is an extension of an existing single-family neighborhood to the north and east. The policy statement also

recommends adding a variety of housing options to existing residential neighborhoods, to which this conforms.

**Rezoning Property to Meet Demand** - The subject property is physically appropriate for residential uses. The area is not affected by adverse environmental conditions such as noise, light, fumes, or related nuisances.

Additionally, the request is also consistent with the Housing Element of the Comprehensive Plan which encourages providing a wide variety of housing types to serve a diverse population. The Housing Element also states that the city should place medium density housing on the periphery of neighborhoods that have low density housing in the interior.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available to serve the subject property via extensions from Park Boulevard. However, the applicant will need to verify that the sanitary sewer capacity is sufficient to accommodate the proposed change in use from commercial to single-family residential.

**Traffic Impact Analysis (TIA)** - A TIA is not required for this rezoning request. However in considering the traffic impact of the proposed residential development, using the average Institute of Traffic Engineers (ITE) trip generation rates, staff compared the proposed residential development with the potential build-out of the subject property as retail. Using the adjacent retail development and comparing it to the subject property we estimated that 39,000 square feet of retail could develop on the property. The table below shows the estimated traffic generation during peak hours (7:00-9:00 a.m. and 4:00-6:00 p.m.):

|        | AM | PM  |
|--------|----|-----|
| SF-A   | 33 | 44  |
| Retail | 39 | 145 |

From these calculations, it is evident that retail development would generate greater traffic than the requested residential subdivision.

**School Capacity** - This is provided for informational purposes only. The subject property is within the Plano Independent School District and is served by the following schools:

|                           |                   |
|---------------------------|-------------------|
| <b>Elementary School</b>  | <b>Dooley</b>     |
| <b>Middle School</b>      | <b>Armstrong</b>  |
| <b>High School</b>        | <b>McMillen</b>   |
| <b>Senior High School</b> | <b>Plano East</b> |

At this time, and based upon current boundaries, PISD has determined that there is sufficient capacity at all four schools.

## **Retail Zoning**

In 2003, City Council adopted the *Retail Study of Underperforming and Vacant Retail Areas* initiated by the cities of Carrollton, Richardson, and Plano. This study examined the retail market conditions in the three cities and offered alternatives to address underperforming and vacant retail properties. The study identified Plano as having an overabundance of R zoning resulting in commercial decline. Rezoning to residential is a recommended strategy to reduce retail zoned land.

As a result of this study, City Council amended the R zoning district to allow Single-Family Residence-Attached (SF-A), Two-Family Residence (2F) and Patio Home (PH) development with an SUP. Due to the existing height restrictions within PD-13-R, the applicant is requesting to rezone the property to SF-A to allow for two-story residences.

The Los Rios Boulevard and Park Boulevard neighborhood commercial area has a retail vacancy rate ranging from 17%-23%, as determined in the *Housing Value Retention Analysis*, which is considered a strong vacancy rate. The percentage of retail vacancy has been found to have a statistically significant impact on home prices. The proposed SF-A subdivision would help reduce the amount of undeveloped retail zoned property within the city and will also support existing retail centers within the area.

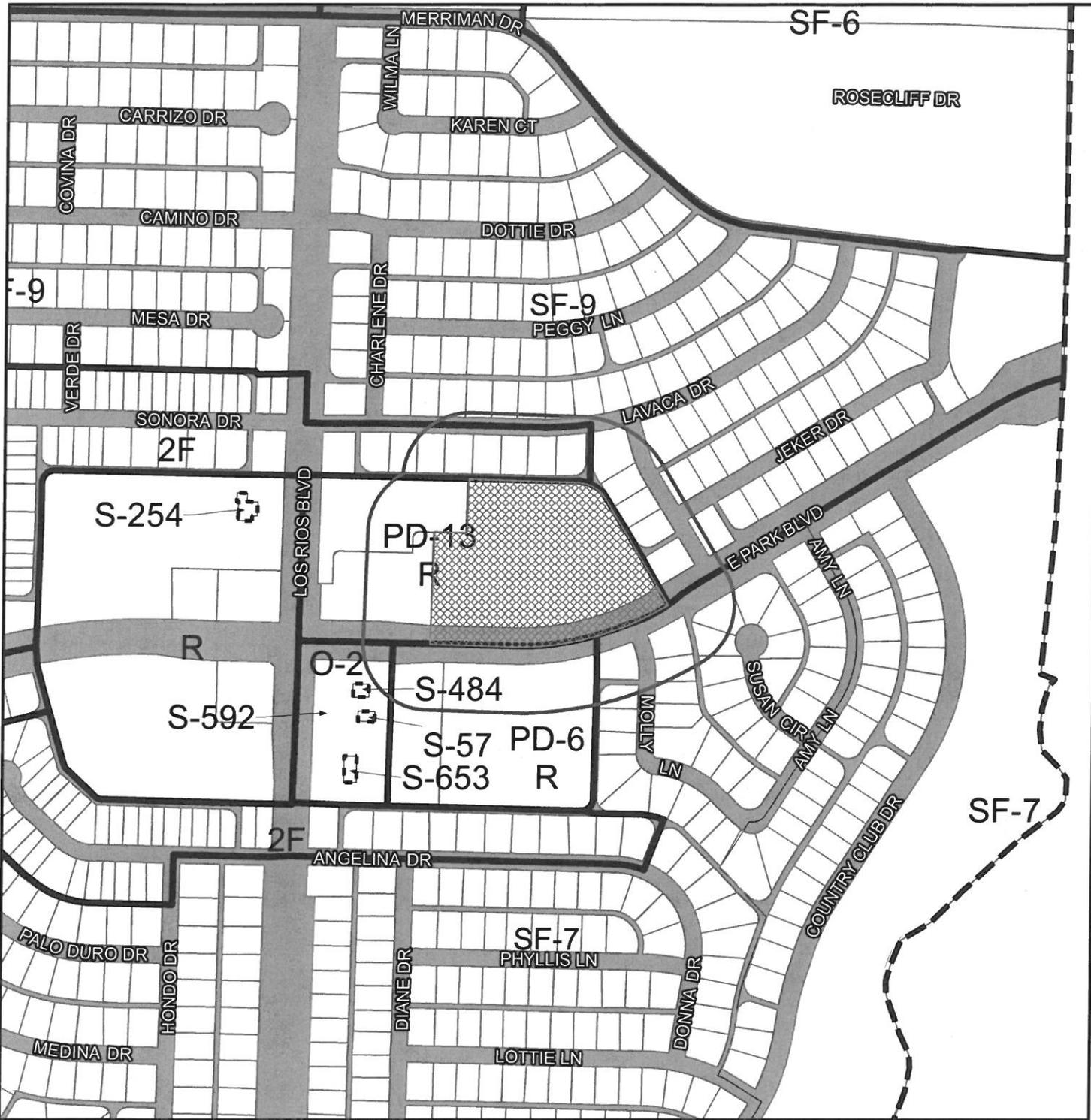
## **Summary**

The applicant is requesting to rezone the subject property from Planned Development-13-Retail to Single-Family Residence Attached. The requested rezoning for SF-A is compatible with the existing adjacent single-family residential neighborhoods and complies with the Future Land Use Plan and interim amendments to the Land Use Element of the Comprehensive Plan. The proposed townhomes would add variety of housing to the area to serve a diverse population and a residential development at this location would help reduce the amount of undeveloped retail zoned property within the city. For these reasons, staff is in support of this zoning request.

## **RECOMMENDATION:**

Recommended for approval as submitted.

DUE TO THE NUMBER OF RESPONSES, LETTERS FOR THIS ITEM HAVE BEEN POSTED UNDER SEPARATE COVER ON THE CITY'S WEBSITE.

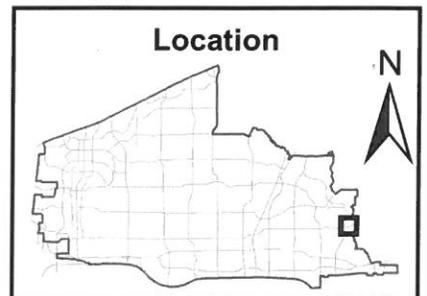


Zoning Case #: 2014-48

Existing Zoning: PLANNED DEVELOPMENT-13-RETAIL



Location



○ 200' Notification Buffer  
 ▨ Subject Property

— Zoning Boundary — — — Specific Use Permit  
 - - - City Limits ■ Right-of-Way

Source: City of Plano Planning Department



Area of Request



Source: City of Plano, Planning Dept.  
Date: January, 2015

Zoning Case 2014-48



## Zoning Case 2014-48

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 6.4± acres of land out of the Andrew Piara Survey, Abstract No. 687, located on the north side of Park Boulevard, 334± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from Planned Development-13-Retail to Single-Family Residence Attached; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 9th day of February, 2015, for the purpose of considering rezoning 6.4± acres of land out of the Andrew Piara Survey, Abstract No. 687, located on the north side of Park Boulevard, 334± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from Planned Development-13-Retail to Single-Family Residence Attached; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 23rd day of February, 2015; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 6.4± acres of land out of the Andrew Piara Survey, Abstract No. 687, located on the north side of Park Boulevard, 334± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from Planned Development-13-Retail to Single-Family Residence Attached, said property being described in the legal description on Exhibit "A" attached hereto.

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

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

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

**Section V.** Any 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 in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 23RD DAY OF FEBRUARY, 2015.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

Zoning Case 2014-48

BEING a 6.4036 acre tract of land situated in the Andrew Piara Survey, Abstract No. 687, City of Plano, Collin County, Texas and being all of Lot 3, Block A, East Park Market Place Shopping Center, an addition in the City of Plano, according to the plat thereof recorded in Cabinet Q, Slide 566, Map Records, Collin County, Texas, and being a portion of that certain tract conveyed to Lyons Equities, inc., Trustee, a Texas Corporation by deed recorded in Instrument No. 94-0100161, of the Deed Records of Collin County, Texas, and a portion of East Park Boulevard, and being more particularly described as follows:

BEGINNING at 1/2-inch iron rod found for corner at the common corner of Lot 3, and Lot 2, Block A, of said East Park Market Place Shopping Center, and being in the north right-of-way line of East Park Boulevard. (110 foot right-of-way);

THENCE North 01° 58' 39" East, along the common line of said Lot 2, and Lot 3, Block A, a distance of 282.97 feet to a 1/2-inch iron rod with plastic cap stamped "WAI" found for the common corner of said Lot 2, and Lot 3, said point being in the south line of Lot 1, Block A, of East Park Market Place, an Addition to the City of Plano, according to the map thereof recorded in Cabinet F, Slide 325, of the Map Records of Collin County, Texas;

THENCE along the common line of said Lot 3, and said Lot 1, Block A the following calls:

South 88° 01' 22" East, a distance of 98.02 feet to a 1/2- iron rod set for the common corner of said Lot 3, and Lot 1, Block A;

North 01° 58' 38" East, a distance of 163.00 feet to a 1/2-inch iron rod found the northwest corner of said Lot 3, Block A, same being the northeast corner of said Lot 1, Block A, said point being in the south line of a 15 foot wide alley.

THENCE South 88° 01' 22" East, along the north line of said Lot 3, and the south line of said alley, a distance of 330.14 feet to a 1/2-inch iron rod found for corner, said point being the beginning of curve to the right, having a radius of 100.00 feet, and a delta angle of 57° 18' 47";

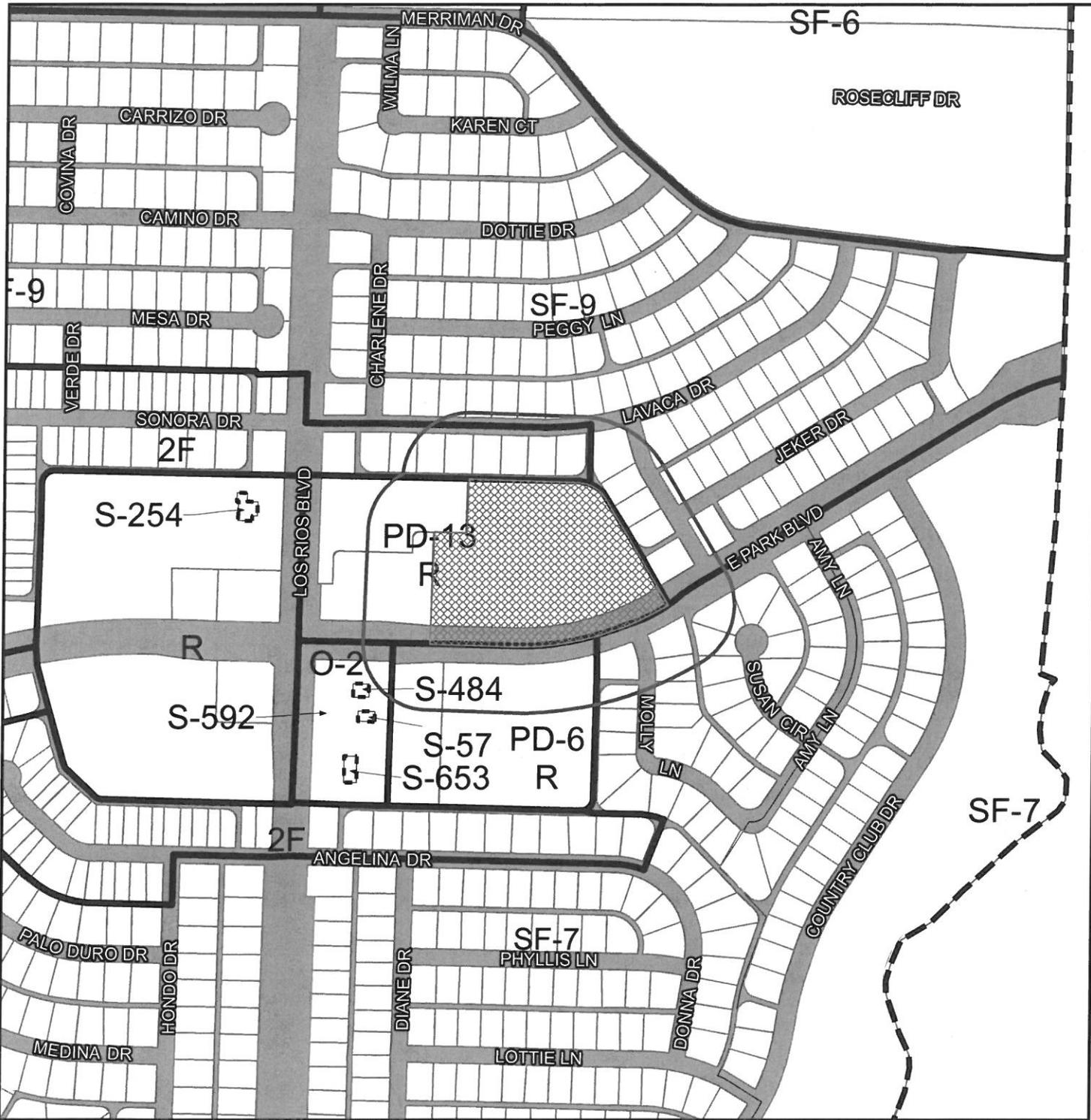
THENCE along said curve to the right, an arc distance of 100.03 feet, a cord bearing a distance of South 59° 21' 59" East, 95.91 feet to a 1/2-inch iron rod set for corner;

THENCE South 30° 42' 36" East, continuing along the southwest line of said alley, passing at a distance of 318.55 feet to a 1/2-inch iron rod found for corner, said point being the southeast corner of said Lot 3, being in the north right-of-way line of said East Park Boulevard, and continuing a total distance of 373.55 feet to a point for corner, in the centerline of said East Park Boulevard;

THENCE South  $59^{\circ} 17' 24''$  West, along the centerline of said East Park Boulevard, a distance of 12.96 feet to a point for corner; said point being the beginning of a curve to the right, having a radius of 850.00 feet, a delta angle of  $32^{\circ} 41' 11''$ ;

THENCE along said curve to the right, and the centerline of said East Park Boulevard, an arc distance of 484.92 feet, a cord bearing a distance of  $S 75^{\circ} 38' 02'' W$ , 478.37 feet to a point for corner;

THENCE North  $01^{\circ} 58' 39''$  East, a distance of 56.03 feet to the POINT OF BEGINNING and containing 278,941 square feet or 6.4036 acres of land, more or less.

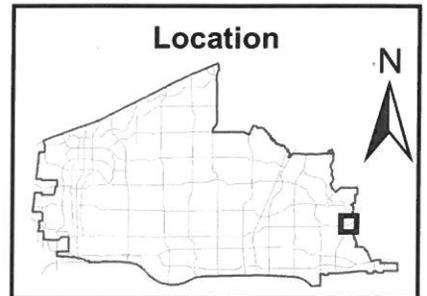


Zoning Case #: 2014-48

Existing Zoning: PLANNED DEVELOPMENT-13-RETAIL



Location



○ 200' Notification Buffer  
 ▨ Subject Property

— Zoning Boundary — — — Specific Use Permit  
 - - - City Limits ■ Right-of-Way

Source: City of Plano Planning Department





# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                |                                  |  |                         |
|--|----------------|----------------------------------|--|-------------------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                |                                  |  |                         |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                |                                  |  |                         |
| Council Meeting Date:  |                | February 23, 2015                |  |                         |
| Department:  |                | Planning                         |  |                         |
| Department Head  |                | Christina D. Day                 |  |                         |
| Agenda Coordinator (include phone #): <b>T. Stuckey, ext 7156</b>  |                |                                  |  |                         |
| <b>CAPTION</b>   |                |                                  |  |                         |
| <p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2014-49 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 656 so as to allow the additional use of Single-Family Residence Attached on 6.3± acres of land out of the Andrew Piara Survey, Abstract No. 687, located on the south side of Park Boulevard, 115± feet west of Molly Lane, in the City of Plano, Collin County, Texas, presently zoned Planned Development-6-Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Lyons Equities, Inc., Trustee Texas Corp. Tabled February 9, 2015.</p> |                |                                  |  |                         |
| <b>FINANCIAL SUMMARY</b>   |                |                                  |  |                         |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                |                                  |  |                         |
| FISCAL YEAR:   | <b>2014-15</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> |
|  |                | <b>TOTALS</b>                    |  |                         |
| Budget   |                | 0                                | 0  | 0                       |
| Encumbered/Expended Amount   |                | 0                                | 0  | 0                       |
| This Item  |                | 0                                | 0  | 0                       |
| BALANCE  |                | 0                                | 0  | 0                       |
| <b>FUND(S):</b> N/A  |                |                                  |  |                         |
| <b>COMMENTS:</b> This item has no financial impact.  |                |                                  |  |                         |
| STRATEGIC PLAN GOAL: Consideration of a Special Use Permit request relates to the City Council's goal of a Financially Strong City with Service Excellence.  |                |                                  |  |                         |
| <b>SUMMARY OF ITEM</b>   |                |                                  |  |                         |
| At its January 20, 2015 meeting, the Planning & Zoning Commission recommended approval of this request by a vote of 7-1. The City Council tabled this item at its February 9, 2015 meeting to the February 23, 2015 meeting.   |                |                                  |  |                         |
| List of Supporting Documents:  |                |                                  | Other Departments, Boards, Commissions or Agencies |                         |
| P&Z Follow-Up Memo   |                |                                  |  |                         |
| Staff Report   |                |                                  |  |                         |
| Locator Map  |                |                                  |  |                         |
| Aerial Map   |                |                                  |  |                         |
| Zoning Exhibit, Ordinance  |                |                                  |  |                         |

**DATE:** January 21, 2015  
**TO:** Honorable Mayor & City Council  
**FROM:** Richard Grady, Chairman, Planning & Zoning Commission  
**SUBJECT:** Results of Planning & Zoning Commission Meeting of January 20, 2015

**AGENDA ITEM NO. 7A - PUBLIC HEARING  
ZONING CASE 2014-49  
APPLICANT: LYONS EQUITIES, INC., TRUSTEE TEXAS CORP.**

Request for Specific Use Permit for Single-Family Residence Attached on 6.3± acres located on the south side of Park Boulevard, 115± feet west of Molly Lane. Zoned Planned Development-6-Retail.

**APPROVED:** 7-1 **DENIED:** \_\_\_\_\_ **TABLED:** \_\_\_\_\_

**LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA:** **SUPPORT:** 0 **OPPOSE:** 8

**LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA:** **SUPPORT:** 1 **OPPOSE:** 19

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

**STIPULATIONS:**

Recommended for approval as submitted.

**FOR CITY COUNCIL MEETING OF:** February 9, 2015 (To view the agenda for this meeting, see [www.planotx.gov](http://www.planotx.gov))

**PUBLIC HEARING - ORDINANCE**

RA/ks

xc: Chris Lyons, Vice President, Lyons Equities, Inc., Trustee Texas Corp.  
Mardy Brown, Texas Development Services

<http://goo.gl/maps/svdo3>

CITY OF PLANO  
PLANNING & ZONING COMMISSION

January 20, 2015

**Agenda Item No. 7A**

**Public Hearing:** Zoning Case 2014-49

**Applicant:** Lyons Equities, Inc., Trustee Texas Corp.

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**DESCRIPTION:**

Request for Specific Use Permit for Single-Family Residence Attached on 6.3± acres located on the south side of Park Boulevard, 115± feet west of Molly Lane. Zoned Planned Development-6-Retail.

**REMARKS:**

The requested zoning is for a Specific Use Permit (SUP) for Single-Family Residence Attached (SF-A). The subject property is an undeveloped tract located on the south side of Park Boulevard, 115± feet west of Molly Lane and is zoned Planned Development-6-Retail (PD-6-R). The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing. The R district allows SF-A development with approval of an SUP. The purpose and intent of a SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. SF-A developments are intended to provide for a variety of residential housing types and densities in the medium density range (five to ten units/acre) on individually-platted lots or multiple units on a single lot.

A preliminary site plan, Venetian Villas South, accompanies this SUP request as Agenda Item 7B.

**Surrounding Land Use and Zoning**

The area of request is currently undeveloped. To the north, across Park Boulevard, is undeveloped land zoned Planned Development-13-Retail that is associated with Zoning 2014-48. To the east are existing residences zoned Single-Family Residence-7 (SF-7). To the south are existing residences zoned Two-Family Residence (Duplex). To the west are existing retail, restaurant, and general office uses zoned General Office (O-2)

with Specific Use Permits #57 for Restaurant, #484 for Veterinary Clinic, #592 for Kennel (Indoor Pens)/Commercial Pet Sitting, and #653 for a Health/Fitness Center.

### **Conformance to the Comprehensive Plan**

**Future Land Use Plan** - The Future Land Use Plan designates this property as Residential with Neighborhood Commercial at the intersection of Los Rios Boulevard and Park Boulevard. The request is in conformance to the Future Land Use Plan.

**Interim Amendments to the Comprehensive Plan** - In April 2012, the City Council adopted interim amendments to the Land Use Element of the Comprehensive Plan which included recommendations pertaining to the use of the city's undeveloped land. Two of these recommendations are applicable to this request.

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services.

The proposed site is served by the 107 acre Cottonwood Creek Greenbelt Park which is approximately 1,000 feet to the east. Additionally, PISD representatives have stated that there is sufficient capacity at all four schools serving the property. The Fire Department has determined that response times are sufficient for single-family development at this location. Therefore, this request is consistent with this interim amendment to the Comprehensive Plan.

2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete neighborhood, or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (five to twelve stories) and special needs housing (i.e. senior housing) could be an exception if the surrounding land uses are compatible.

The applicant is proposing 51 residential lots on the subject property. Although the proposed townhomes are a denser product than the existing residences in the area, single-family residential uses at this location are comparable with the adjacent single-family uses. The proposed units will be a rear entry product providing connectivity, via alley access, to the existing residential subdivision to the south. By expanding an existing neighborhood, this request is in conformance with this policy recommendation.

**Infill Housing Policy Statement** - The Infill Housing Policy recommends that infill housing be adjacent or be in close proximity to existing residential development to take advantage of existing amenities. The proposed development is an extension of an existing single-family neighborhood to the south and east. The policy statement also recommends adding a variety of housing options to existing residential neighborhoods, to which this conforms.

**Rezoning Property to Meet Demand** - The subject property is physically appropriate for residential uses. The area is not affected by adverse environmental conditions such as noise, light, fumes, or related nuisances.

Additionally, the request is also consistent with the Housing Element of the Comprehensive Plan which encourages providing a wide variety of housing types to serve a diverse population. The Housing Element also states that the city should place medium density housing on the periphery of neighborhoods that have low density housing in the interior.

**Adequacy of Public Facilities** - Water and sanitary sewer services are available to serve the subject property via extensions from Park Boulevard. However, the applicant will need to verify that the sanitary sewer capacity is sufficient to accommodate the proposed change in use from commercial to single-family residential.

**Traffic Impact Analysis (TIA)** - A TIA is not required for this rezoning request. However in considering the traffic impact of the proposed residential development, using the average Institute of Traffic Engineers (ITE) trip generation rates, staff compared the proposed residential development with the potential build-out of the subject property as retail. Using the adjacent retail development and comparing it to the subject property we estimated that 44,000 square feet of retail could develop on the property. The table below shows the estimated traffic generation during peak hours (7:00-9:00 a.m. and 4:00-6:00 p.m.):

|               | AM | PM  |
|---------------|----|-----|
| <b>SF-A</b>   | 38 | 52  |
| <b>Retail</b> | 44 | 164 |

From these calculations it is evident that retail development would generate greater traffic than the requested residential subdivision.

**School Capacity** - This is provided for informational purposes only. The subject property is within the Plano Independent School District and is served by the following schools:

|                           |                   |
|---------------------------|-------------------|
| <b>Elementary School</b>  | <b>Dooley</b>     |
| <b>Middle School</b>      | <b>Armstrong</b>  |
| <b>High School</b>        | <b>McMillen</b>   |
| <b>Senior High School</b> | <b>Plano East</b> |

At this time and based upon current boundaries, PISD has determined that there is sufficient capacity at all four schools.

### **Retail Zoning**

In 2003, City Council adopted the Retail Study of Underperforming and Vacant Retail Areas initiated by the cities of Carrollton, Richardson, and Plano. This study examined the retail market conditions in the three cities and offered alternatives to address underperforming and vacant retail properties. The study identified Plano as having an overabundance of R zoning resulting in commercial decline. Rezoning to residential is a recommended strategy to reduce Retail zoned land.

As a result of this study, City Council amended the R zoning district to allow Single-Family Residence-Attached (SF-A), Two-Family Residence (2F), and Patio Home (PH) development with an SUP. The Zoning Ordinance allows these types of residential development in R zoning districts as long as the following criteria are met:

1. The proposed type of residential development (i.e. SF-A, 2F, PH) complies with the respective zoning district standards for that type of residential development;
2. The use is developed on individually platted lots;
3. The use abuts residential zoned land that is not separated by a Type C or larger thoroughfare;
4. The use has a minimum land area of five acres.

The Los Rios Boulevard and Park Boulevard neighborhood commercial area has a retail vacancy rate ranging from 17%-23%, as determined in the Housing Value Retention Analysis, which is considered a strong vacancy rate. The percentage of retail vacancy has been found to have a statistically significant impact on home prices. The proposed SF-A subdivision would help reduce the amount of undeveloped retail zoned property within the city and will also support existing retail centers within the area.

The area of request is in conformance to the criteria listed above.

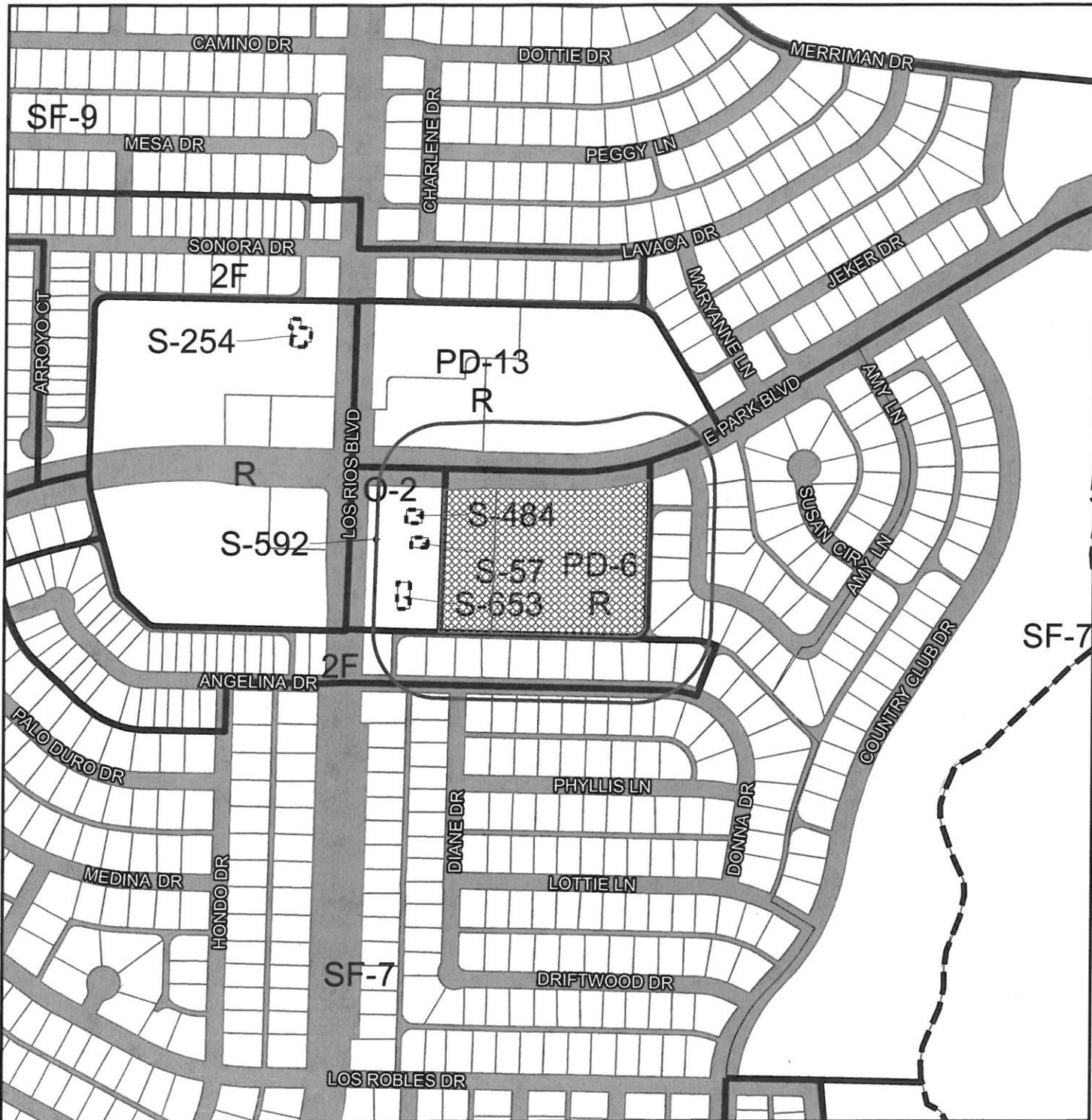
### **Summary**

The applicant is requesting a Specific Use Permit for Single-Family Residence Attached. The request is compatible with the existing adjacent single-family residential neighborhoods and complies with the Future Land Use Plan and interim amendments to the Comprehensive Plan, as well as the requirements of the Retail zoning district for residential uses. The proposed townhomes would add variety of housing to the area to serve a diverse population and a residential development at this location would help reduce the amount of undeveloped retail zoned property within the city. For these reasons, staff is in support of this zoning request.

### **RECOMMENDATION:**

Recommended for approval as submitted.

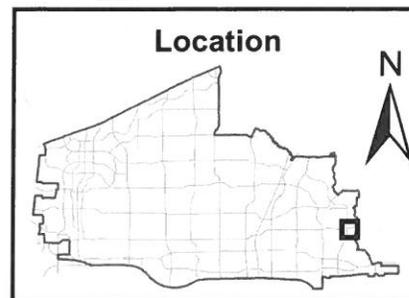
DUE TO THE NUMBER OF RESPONSES, LETTERS FOR THIS ITEM HAVE BEEN POSTED UNDER SEPARATE COVER ON THE CITY'S WEBSITE.



Zoning Case #: 2014-49

Existing Zoning: PLANNED DEVELOPMENT-6-RETAIL

- |   |                          |   |                 |   |                     |
|---|--------------------------|---|-----------------|---|---------------------|
|  | 200' Notification Buffer |  | Zoning Boundary |  | Specific Use Permit |
|  | Subject Property         |  | City Limits     |  | Right-of-Way        |



Source: City of Plano Planning Department



Area of Request



Source: City of Plano, Planning Dept.  
Date: January, 2015

LOS ROBLES DRIVE

Zoning Case 2014-49



## Zoning Case 2014-49

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 656 so as to allow the additional use of Single-Family Residence Attached on 6.3± acres of land out of the Andrew Piara Survey, Abstract No. 687, located on the south side of Park Boulevard, 115± feet west of Molly Lane, in the City of Plano, Collin County, Texas, presently zoned Planned Development-6-Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 9th day of February, 2015, for the purpose of considering granting Specific Use Permit No. 656 for the additional use of Single-Family Residence Attached on 6.3± acres of land out of the Andrew Piara Survey, Abstract No. 687, located on the south side of Park Boulevard, 115± feet west of Molly Lane, in the City of Plano, Collin County, Texas, presently zoned Planned Development-6-Retail; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 23rd day of February, 2015; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 656 for the additional use of Single-Family Residence Attached on 6.3± acres of land out of the Andrew Piara Survey, Abstract No. 687, located on the south side of Park Boulevard, 115± feet west of Molly Lane, in the City of Plano, Collin County, Texas, presently zoned Planned Development-6-Retail, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

**Section I.** The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 656 for the additional use of Single-Family Residence Attached on 6.3± acres of land out of the Andrew Piara Survey, Abstract No. 687, located on the south side of Park Boulevard, 115± feet west of Molly Lane, in the City of Plano, Collin County, Texas, presently zoned Planned Development-6-Retail, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

**Section V.** Any 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 in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

**PASSED AND APPROVED THIS THE 23RD DAY OF FEBRUARY, 2015.**

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

ZC 2014-49

BEING a 6.2807 acre tract of land situated in the Andrew Piara Survey, Abstract No. 687 and being all of the certain called 6.280 acre tract of land described in a deed to Lyons Equities, Inc., recorded in Volume 4074, Page 275, Deed Records, Collin County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete set at the northwest corner of said called 6.280 acre tract, same being in the northeast corner of Lot 1, Block 1, Park Rios Addition an addition to the City of Plano according to the plat recorded in Cabinet F, Slide 181, Map Records, Collin County Texas, said point being in the south line of East Park Boulevard (variable width right-of-way);

THENCE South 89° 28' 46" East, along the north line of said called 6.280 acre tract, and the south right-of-way line of said East Park Boulevard, a distance of 359.09 feet to a 5/8-inch iron rod found for corner, said point being the beginning of a curve to the left having a radius of 905.00 feet and a delta angle of 16° 45' 35";

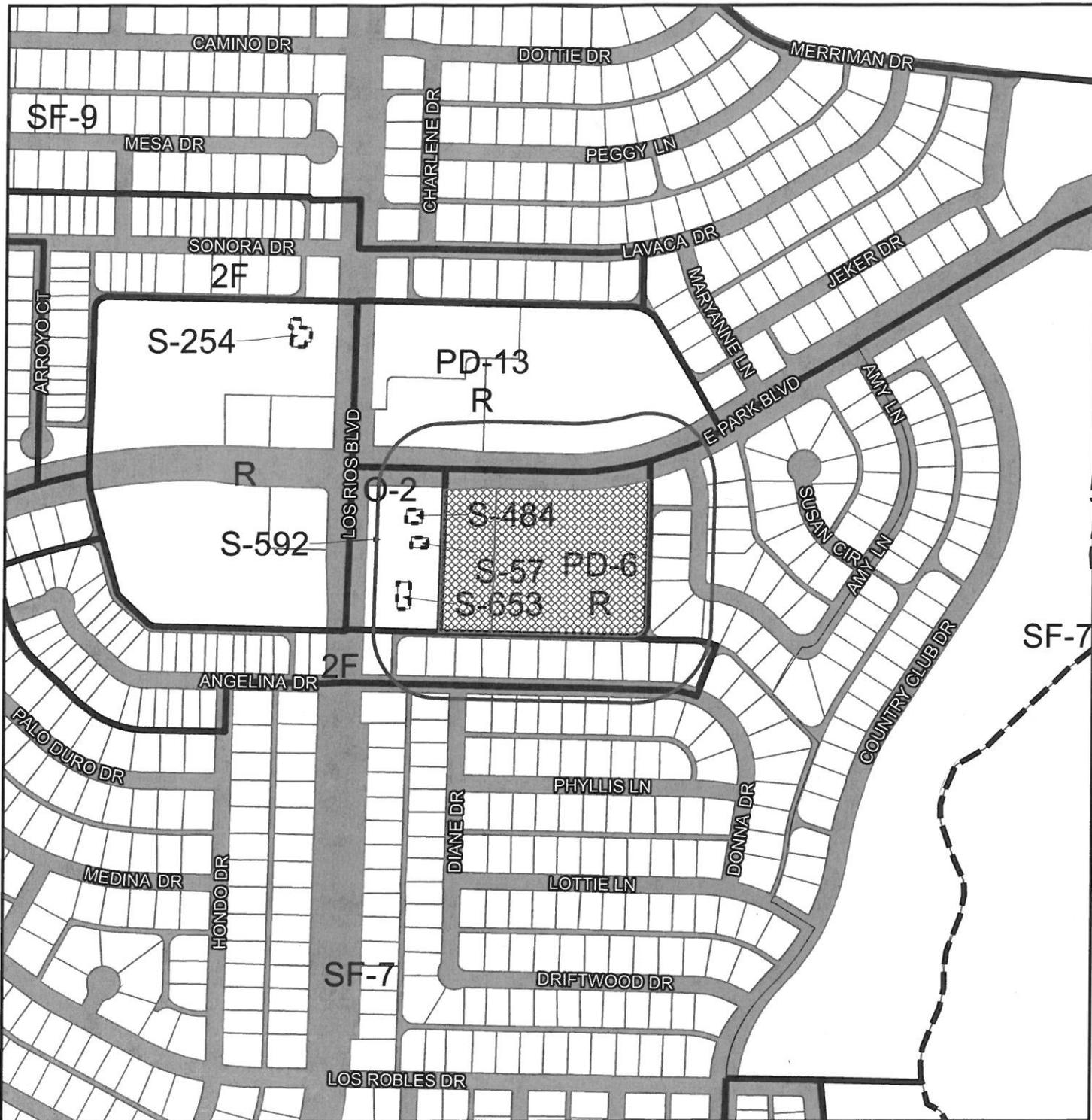
THENCE along the north line of said called 6.280 acre tract, and the south right-of-way line of said East Park Boulevard, and along said curve to the left, an arc distance of 264.72 feet, a chord bearing and distance of North 82° 08' 27" East, 263.78 feet to a 1/2-inch iron rod found at the northeast corner of said called 6.280 acre tract, same being the northwest corner of Lot 60, Block 1, Creekside Estates No. 2, an addition to the City of Plano according to the plat recorded in Cabinet C, Slide 265, Map Records, Collin County Texas;

THENCE South 00° 31' 14" West, along the east line of said called 6.280 acre tract, passing the southwest corner of said Lot 60, Block 1, a total distance of 434.88 feet to a 1/2-inch iron rod found for corner, said point being the beginning of a curve to the right having a radius of 40.00 feet, and a delta angle of 90° 00' 11";

THENCE along said curve to the right, an arc distance of 62.83 feet, a chord bearing and distance of south 45° 31' 14" West, 56.57 feet to a 1/2-inch iron rod found for corner, said point being in the north line of Creekside Estates No. 1, an addition to the City of Plano according to the plat recorded in Cabinet C, Slide 291, Map Records, Collin County, Texas same being in the north line of 15.00 foot wide alley;

THENCE North 89° 28' 46" West, along the south line of said called 6.280 acre tract, and the north line of said 15 foot alley, a distance of 580.05 feet to a 1/2-inch iron rod set for the southwest corner of said called 6.280 acre tract, same being the southeast corner of said Lot 1, Block 1, from which a 1/2-inch iron rod found bears South 15° 47' 38" East, 1.12 feet;

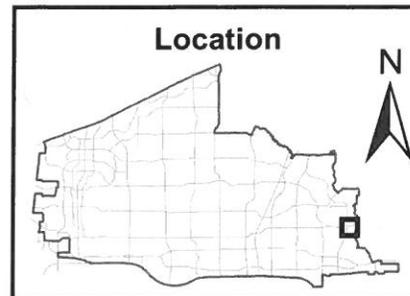
THENCE North 00° 31' 14" East, along the common line of said called 6.280 acre tract, and said Lot 1, Block 1, a distance of 436.44 feet to the POINT OF BEGINNING AND CONTAINING 273,586 SQUARE FEET OR 6.2807 ACRES OF LAND MORE OR LESS.



Zoning Case #: 2014-49

Existing Zoning: PLANNED DEVELOPMENT-6-RETAIL

- |   |                          |   |                 |   |                     |
|---|--------------------------|---|-----------------|---|---------------------|
|  | 200' Notification Buffer |  | Zoning Boundary |  | Specific Use Permit |
|  | Subject Property         |  | City Limits     |  | Right-of-Way        |



Source: City of Plano Planning Department

