

CITY COUNCIL

1520 AVENUE K



DATE: 4/25/2016
CALL TO ORDER: 7:00 p.m.
INVOCATION: Terry Bolds, Executive Pastor
Northeast Bible Church
PLEDGE OF ALLEGIANCE: Boys & Girls Clubs of Collin County-Plano

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PROCLAMATION: April is National Sexual Assault Awareness Month, a time to focus the public's attention on prevention of these acts.</p> <p>PROCLAMATION: National Correctional Officers and Employees Week is the first week of May.</p> <p>PRESENTATION: The Plano Budget & Research Department has received the Distinguished Budget Presentation Award from the Government Finance Officers Association.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u> April 11, 2016</p>	
(b)	<p><u>Approval of Expenditures</u> Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency) Rescind Award of Bid No. 2016-0094-B for Audio Visual Equipment for the Municipal Center Third Floor to 32 Degree Tec., Inc.</p>	
(c)	<p>Purchase from an Existing Contract To approve the purchase of one (1) Bobcat S750 Skid-Steer Loader, two (2) Bobcat T750 Compact Track Loaders, and one (1) Bobcat T770 Compact Track Loader for Fleet Services to be utilized by Parks and Recreation in the amount of \$227,073 from Bobcat Company through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13)</p>	
(d)	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws) To approve a Professional Services Agreement by and between the City of Plano and VRX, INC., in the amount of \$58,542, for Bridge Repairs – Part II; and authorizing the City Manager to execute all necessary documents.</p>	
(e)	<p>To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC, in the amount of \$123,388, for the Inflow & Infiltration Study – J Place and Upper White Rock Basins project; and authorizing the City Manager to execute all necessary documents.</p>	
(f)	<p>To approve a Professional Services Agreement by and between the City of Plano and Pacheco Koch, LLC, in the amount of \$234,721, for Russell Creek Drive Improvements – Independence to Sutherland – Paving, Drainage, and Slope Stabilization; and authorizing the City Manager to execute all necessary documents.</p>	
(g)	<p><u>Adoption of Resolutions</u> To direct Oncor Electric Delivery Company, LLC, to file certain information with the City of Plano, setting a procedural schedule for the gathering and review of necessary information in connection therewith, setting dates for the filing of the City's analysis of the company's filing and the company's rebuttal to such analysis, ratifying the hiring of legal counsel and consultants, reserving the right to require the reimbursement of the City of Plano's rate case expenses, setting a public hearing for the purposes of determining if the existing rates of Oncor Electric Delivery Company, LLC are unreasonable or in any way in violation of any provision of law and the determination by the City of Plano of just and reasonable rates to be charged by Oncor Electric Delivery Company, LLC, noting compliance with open meetings law, and providing notice of passage.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Ordinances</u></p> <p>(h) To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 6.5± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the northwest corner of G Avenue and 13th/14th Connector in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-123-Downtown Business/Government; 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: Plano Housing Corporation</p> <p>(i) To abandon all right, title and interest of the City in and to that certain Right-of-Way, subject to retaining a Utility Easement, being a 0.507141 acre tract of land out of the Daniel Rowlett Survey, Abstract No. 738, in the City of Plano, Texas, said 0.507141 acre tract also being part of a variable width public Right-of-Way, dedicated to the City of Plano, Texas per street dedication plat called Wagner Way-Carpenter Road-Chase Oaks Boulevard-Stadium Drive Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet F, Slide 29, of the plat records of Collin County, Texas; quitclaiming all right, title and interest of the City in such Right-of-Way to the owner of the property underlying the Right-of-Way, Legacy Central, LLC, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2015-29 – Request to rezone 9.4± acres located at the northwest and southwest corners of McDermott Road and Robinson Road from Neighborhood Office to Single-Family Residence Attached. Zoned Neighborhood Office. Applicant: Razor & 121 LP. (Tabled at April 11, 2016 Council meeting.)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	<p>Consideration of an Appeal of the Planning & Zoning Commission's denial of the Concept Plan for The Preserve at Legacy Trail North & South – 59 Single-Family Residence Attached lots and five common area lots on 8.1± acres located at the northwest and southwest corners of McDermott Road and Robinson Road. Zoned Neighborhood Office. Applicant: Rasor & 121 LP. (Tabled at April 11, 2016 Council meeting.)</p>	
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2016-005 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-472-Corridor Commercial on 10.9 acres of land located at the southeast corner of U.S. Highway 75 and 13th/14th Connector, in the City of Plano, Collin County, Texas, to modify the adopted site plan and associated regulations; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: HD Development Properties, L.P.</p> <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>	



**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:		04/25/2016		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: April is National Sexual Assault Awareness Month, a time to focus the public's attention on prevention of these acts.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/25/2016		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: National Correctional Officers and Employees Week is the first week of May.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/25/2016		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: The Plano Budget & Research Department has received the Distinguished Budget Presentation Award from the Government Finance Officers Association.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
April 11, 2016**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Angela Miner
Ron Kelley
Tom Harrison – Arrived at 5:08 p.m.
David Downs

COUNCIL MEMBERS ABSENT

Ben Harris, Deputy Mayor Pro Tem
Rick Grady

STAFF PRESENT

Bruce Glasscock, City Manager
LaShon Ross, Deputy City Manager
Jim Parrish, Deputy City Manager
Jack Carr, Deputy City Manager
Mark Israelson, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, April 11, 2016, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; and discuss Real Estate, Section 551.072; 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 6:02 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion

No items were discussed.

Discussion and Direction re Request for Extension of Line of Duty Leave - Police Officer Ron Kress

Police Chief Rushin stated Officer Kress was injured in the line of duty a year ago and has had several set-backs. He added Officer Kress has requested an extension of leave under the civil service guidelines and the Police Department supports the request.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 6-0 to approve the request for Extension of Line of Duty Leave for Police Officer Ron Kress.

Discussion and Direction re Heritage and Arts Grant Funding

Director of Budget and Research Rhodes-Whitley spoke to the existing cap for Arts and Heritage/Historic Preservation grant funding of \$800,000 each and stated the Council could allocate up to 15% each from Hotel/Motel tax revenue under State law. She stated she will request approval for increasing the Heritage/Historic Preservation grant funding once the applications have been reviewed. The Council expressed concurrence to increase the allocation to \$900,000 for Arts grant funding.

Discussion and Direction re Service Line Warranties of America Contract

Assistant City Manager Israelson spoke to the existing contract with Service Line Warranties of America and that the company was sold with the new company providing service to the citizens. He added the Council had the opportunity to discontinue the contract with the sale. Mr. Israelson stated the City currently receives approximately \$280,000 per year in revenue for the program and the company did use the City's logo in marketing materials. The Council expressed concurrence to discontinue the contract with Service Line Warranties of America.

Discussion and Direction of the Heritage Commission Memorandum on the Collinwood House

Comprehensive Planning Manager McDonald spoke to the background of the Heritage Commission's responsibilities, Preservation Plan, timeline of the events, and purpose of the memo. He advised the Heritage Commission's recommendations were to relocate the park pavilion, delay deconstruction of the Collinwood House, and make a final decision regarding the house in May 2017.

In response to Council, Vice Chair Ricciardelli discussed the rationale regarding the May 2017 date, the resources used to compile the memorandum, the request is for the house only, and current fundraising efforts. Director of Parks and Recreation Fortenberry provided information regarding the impact of delaying the park construction.

City Manager Glasscock spoke to the previous RFP process, noting the proposals were deemed non-responsive due to use of City funds and stated that a lot of time has gone into the park planning. In response to Council Member Downs, Ms. Fortenberry discussed levels of deconstruction and City Landscape Architect Del Turco expanded on the portions of the original house that would be salvaged are based on the list in the report and if anything unexpected was discovered it would be evaluated. City Manager Glasscock stated there is an option for moving the house to another park.

In response to Council regarding fundraising, Mr. Ricciardelli stated interested individuals would pledge funds for the project. Mayor LaRosiliere spoke to his concern regarding no one specific person or entity is in charge of the process. In response to Council, Heritage Preservation Officer Mittal stated the house would maintain more value and may be eligible for local historical designation if it remains at the current site.

The Council discussed although keeping the house in place is desirable, they have concern regarding the operating and maintenance (O & M) costs and extending the time for an outside agency or individual to raise funds and develop a business plan. Mr. Glasscock, due to many unknown variables, recommended the Council renovate the house and seek outside funding to offset the estimated renovation cost of \$3 to \$5 million with an unknown actual O & M cost and that no further work on the park would be completed until the issue is resolved.

After further deliberation, Council expressed concurrence to have Staff provide a report at the August 8, 2016 meeting detailing the entity or individual who has accepted responsibility for guiding the project, documentation of at least \$1.5 million banked to support the project, and a business plan documenting financial support for renovation and ongoing operation/maintenance cost of site, and the purpose or use of the Collinwood House

Parks and Recreation Departmental Report

This item was postponed to a future meeting.

Public Works Departmental Report

This item was postponed to a future meeting.

Consent and Regular Agendas

Council Member Harrison requested Consent Item "J" be pulled for individual consideration.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:27 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
April 11, 2016**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Angela Miner
Ron Kelley
Tom Harrison
David Downs

COUNCIL MEMBERS ABSENT

Ben Harris, Deputy Mayor Pro Tem
Rick Grady

STAFF PRESENT

Bruce Glasscock, City Manager
LaShon Ross, Deputy City Manager
Jim Parrish, Deputy City Manager
Jack Carr, Deputy City Manager
Mark Israelson, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, April 11, 2016, at 7:27 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Associate Pastor Julian McMillian with Grace Outreach Center led the invocation and Girl Scout Troop 3357 with Aldridge and Sigler Elementary Schools and Wilson Middle School led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere proclaimed April 10-16 as National Volunteer Week and National Public Safety Telecommunications Week, April as Child Abuse Prevention Month, May as Motorcycle Safety Awareness Month, and April 2016-April 2017 as the Year of Collin McKinney.

COMMENTS OF PUBLIC INTEREST

Randy Mour and Sean Moothart spoke in support of preserving the Collinwood House.

CONSENT AGENDA

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 6-0 to approve and adopt all items on the Consent Agenda, except Item "J", as follows:

Approval of Minutes

March 28, 2016
(Consent Agenda Item “A”)

Approval of Expenditures

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

RFP No. 2016-0217-C for a one-year contract with five (5) City optional one-year renewals for Fleet Fuel Card and Related Services to Mansfield Oil Company in the estimated annual amount of \$3,870,000; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2016-0254-B for Cheyenne Park Drainage Improvements, Project No. 6701 to North Rock Construction, LLC in the amount of \$157,627; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFP No. 2016-0121-C for a one-year contract with three (3) City optional renewals for the administration of summer arts program for Budget and Research to ArtCentre of Plano, Inc. in the amount of \$55,290; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Purchase from an Existing Contract

To approve the purchase of hardware and software support for Palo Alto networks for Technology Services in the amount of \$64,881 from Solid Border, Inc., through an existing State of Texas Department of Information Resources contract; and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1855) (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 Alan Plummer Associates, Incorporated, in the amount of \$104,445 for Russell Creek and Georgetown Drive Sanitary Sewer Redesign; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To approve a Professional Services Agreement by and between the City of Plano and Hayden Consultants, Inc. in the amount of \$322,465 for the 18th Street and Rigsbee Drive Reconstruction Project No. 6651; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

To approve a Landscape Architecture Professional Services Agreement between the City of Plano and JBI Partners, Inc. in the amount of \$542,500 for design and construction document services for the Carpenter Park Athletic Field and Skate Park Improvements, Project No. 6691 and 6692; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Approval of Change Order

To Turner Construction Company increasing the Construction Manager at Risk (CMAR) contract for Jack Carter Pool by \$262,664 for irrigation around the perimeter fence and at the adjacent sports turf field area, data and audio/visual connections and equipment, and 12' concrete trail connection from Roundrock Trail to Pleasant Valley Road, Change Order No. 2. (Consent Agenda Item "I")

Adoption of Resolutions

Resolution No. 2016-4-1(R): To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and McDavid Plano-Acura, L.L.C., to locate, place, attach, install, operate, and maintain a communications system consisting of conduit and fiber in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "K")

Resolution No. 2016-4-2(R): To designate authorized representatives and investment officers of the City of Plano to transact business with TexPool/TexPool Prime, public funds investment pool; and providing an effective date. (Consent Agenda Item "L")

Resolution No. 2016-4-3(R): To approve the terms and conditions of a Right-of-Way Use License Agreement by and between the City of Plano and Granite Park Association, Inc., providing for the installation of a total of three (3) private non-potable water line crossings of public right-of-way of Granite Parkway and Parkshore Drive for the purpose of distributing nonpotable water for irrigation throughout the development known as Granite Park, under Granite Parkway; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "M")

Resolution No. 2016-4-4(R): To approve the terms and conditions of an Agreement with the State of Texas for Local Transportation Project Advance Funding Agreement for a Highway Safety Improvement Program Project; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item "N")

Adoption of Ordinances

Ordinance No. 2016-4-5: To amend various sections of Division 3 of Article VIII, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano; providing revised definitions to conform to a change in state law, and mirroring state definitions and inapplicability provisions; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item "O")

Ordinance No. 2016-4-6: To authorize the issuance of "City of Plano, Texas, General Obligation Refunding and Improvement Bonds, Series 2016"; levying a continuing direct annual ad valorem tax for the payment of said Bonds; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; and delegating matters relating to the sale and issuance of said Bonds to an authorized City official; and providing a severability clause and an effective date. (Consent Agenda Item "P")

Ordinance No. 2016-4-7: To authorize the issuance of "City of Plano, Texas, Waterworks and Sewer System Revenue Bonds, Series 2016"; pledging the net revenues of the City's combined waterworks and sewer system to the payment of the principal of and interest on said Bonds; resolving other matters incident and related to the issuance, payment, security, sale and delivery of said Bonds, including establishing parameters and delegating matters to certain City officials; and providing a severability clause and an effective date. (Consent Agenda Item "Q")

Ordinance No. 2016-4-8: To amend Chapter 12, Motor Vehicles and Traffic, Article IV, Speed, Section 12-73(d), Subsection "Independence Parkway," of the Code of Ordinances of the City of Plano, Texas to revise the end points for the school zone on Independence Parkway; providing a repealer clause, a severability clause, a penalty clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "R")

Ordinance No. 2016-4-9: To amend Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing and Parking, Section 12-102(e), prohibiting parking along certain sections of Mollimar Drive and Old Orchard Drive in the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item "S")

END OF CONSENT

Resolution No. 2016-4-10(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and Carl Franklin Homes, L.C., a Texas limited liability company, for the construction and installation of certain public infrastructure and improvements within the public rights-of-way and private property near 18th Street and K Avenue; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "J")

Director of Special Projects Braster spoke to the project and the funding from the Tax Increment Financing Zone Number Two. He stated the funding is paid for by property owners in the zone and it has been used in the past for similar projects. In response to Council, Mr. Braster advised the projects paid for by the TIF funds become publicly owned projects and funds are reimbursed after the work is complete and will not exceed the amount in the agreement.

Mayor LaRosiliere opened the floor to public comment. Beth Carruth and Judy Kendler spoke in opposition of the agreement. Mayor LaRosiliere closed the public comments. City Attorney Mims advised the Council the funding agreement is reviewed by the TIF Board, made up of property owners in the district and funds are reimbursed once improvements are complete.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 5-1 with Council Member Harrison in opposition, to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano and Carl Franklin Homes, L.C., a Texas limited liability company, for the construction and installation of certain public infrastructure and improvements within the public rights-of-way and private property near 18th Street and K Avenue; and further to adopt Resolution No. 2016-4-10(R).

The Council took a ten-minute recess at 8:10 p.m.

Public Hearing and adoption of Ordinance No. 2016-4-11 to adopt Youth Program Standards of Care for the City of Plano; and providing a repealer clause, a severability clause, a savings clause, and an effective date. (Regular Item “1”)

Director of Parks and Recreation Fortenberry stated this item is required by any agency caring for more than seven children under the age of 14 for more than two hours a day, three days a week and that some of the departmental programs meet that requirement. She detailed the exemption requirements and added this item will be an annual requirement going forward for the summer programs.

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 Council Member Miner, the Council voted 6-0 to adopt Youth Program Standards of Care for the City of Plano; and further to adopt Ordinance No. 2016-4-11.

Public Hearing and consideration of an Appeal of the Planning & Zoning Commission’s Denial of Zoning Case 2015-29 – Request to rezone 9.4± acres located at the northwest and southwest corner of McDermott Road and Robinson Road from Neighborhood Office to Single-Family Residence Attached. Zoned Neighborhood Office. Applicant: Rasor & 121 LP (Regular Item “2”)

Director of Planning Day stated the applicant has requested the item be tabled until April 25, 2016.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Miner, the Council voted 6-0 to table the item until April 25, 2016.

Consideration of an appeal of the Planning & Zoning Commission’s denial of the Concept Plan for The Preserve at Legacy Trail North & South – 59 Single-Family Residence Attached lots and five common area lots on 8.1± acres located at the northwest and southwest corner of McDermott Road and Robinson Road. Zoned Neighborhood Office. Applicant: Rasor & 121 LP (Regular Item “3”)

Director of Planning Day stated the applicant has requested the item be tabled until April 25, 2016.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 6-0 to table the item until April 25, 2016.

Public Hearing and consideration of an Ordinance as requested in Zoning Case 2016-004 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 6.5± acres of land located at the northwest corner of G Avenue and 13th/14th Connector in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-123-Downtown Business/Government; 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: Plano Housing Corporation (Regular Item “4”)

Public Hearing and consideration of an Ordinance (Cont'd.)

Director of Planning Day spoke to the project, current zoning, surrounding property uses, provided site photographs of the area, and approved concept plan. She stated staff and the Planning and Zoning Commission recommend approval with the following stipulations:

(Proposed additions are indicated by underlined text; deletions are indicated by ~~strickethrough~~ text.)

Restrictions:

The permitted uses and standards shall be in conformance with the Downtown Business/Government (BG) zoning district unless otherwise specified herein.

General Provisions of the Planned Development

1. Three and 4-story multifamily uses shall be exempt from the minimum 200-foot setback requirement from single-family and two-family residential zoning districts.
2. Multifamily uses shall be exempt from Section 15.800 (Multifamily Residence).
3. Multifamily uses shall be set back a minimum of 400 feet from the centerline of U.S. Highway 75. Residential structures within 750 feet of the centerline of U.S. Highway 75 shall be screened by a minimum 10-foot wide landscape buffer with evergreen shrubs used to create at least an 8-foot tall solid screen within 2 years

In response to Council Member Kelley, Ms. Day stated the current zoning has no set back requirements. Developer Jean Brown spoke to the project and was available for questions.

Mayor LaRosiliere opened the public hearing. Kent Conine, Charlene Stark, Marc Propac, Jack Wierzenski, Richard Howe, Ben Luecker, Rick Fambro, Mike Mansfield, Adam Saba, Leonardo Perez, Pastor Raymond Jones, Takisha Voss, Chris Naifeh, Elliott Thomas, Pam Hatcher, Cecil Starks, and Eleanor Evans spoke in favor of the project. Jack Lagos, Marilena Salmenes, Jose Salmenes, and Marylin Rey spoke in opposition of the project due to the proximity to an existing home. Cards turned in to register an opinion but not speak – 50 in support, 3 in opposition, and 5 not specified. Mayor LaRosiliere closed the public hearing.

Ms. Brown spoke in response to the setback requirements, the offer to purchase the adjacent property, and the current zoning of the property. In response to Council Member Downs, Ms. Day clarified the visibility setback is shown on the concept plan for continuity only and would not affect the existing homeowner. Ms. Brown spoke to the ancillary parking on the property and retention pond area. Council Member Kelley expressed his concern for the adjacent property owner. Council Member Harrison stated he was not comfortable with set back from US Hwy 75, the proximity to the existing home, and vacating the street. Council added an additional stipulation to include a landscape buffer around the adjacent property owner's land, utilizing staff landscape architect.

Public Hearing and consideration of an Ordinance (Cont'd.)

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 4-2 with Council Members Kelley and Harrison in opposition, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, so as to rezone 6.5± acres of land located at the northwest corner of G Avenue and 13th/14th Connector in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-123-Downtown Business/Government as amended to include a landscape buffer; as requested in Zoning Case 2016-004, with the ordinance reflecting the additional stipulation to be considered at the April 25, 2016 meeting.

With no further business, Mayor LaRosiliere adjourned the meeting at 9:26 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/25/16		
Department:		Engineering		
Department Head		Caleb Thornhill		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Rescind award of Bid No. 2016-0094-B for Audio Visual Equipment for the Municipal Center Third Floor to 32 Degree Tec., Inc.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Rescinding awards that are no longer in the best interest of the City of Plano relates to the City's goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
See Memo.				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: April 13, 2016

To: Kellie Boyer, Purchasing Manager

From: Jim Razinha, Facilities Manager

Subject: Rescind award of Bid 2016-0094-B Audio Visual Equipment for Municipal Center Third Floor to 32 Degree Tec., Inc.

City Council approved award of Bid 2016-0094-B to 32 Degree Tec., Inc., in the amount of \$91,830.20, for Audio Visual Equipment for Municipal Center Third Floor on February 22, 2016.

After award but prior to any procurement/construction, the functions of the rooms incorporated in the subject project changed from original intent and design. Staff recommends rescinding the award and rebidding with a reduced scope to more accurately meet the needs of the space.

Cc: Michael Parrish
Earl Whitaker
Richard Medlen



**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:		04/25/16		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson (Ext. 7376)				
CAPTION				
To approve the purchase of one (1) Bobcat S750 Skid-Steer Loader, two (2) Bobcat T750 Compact Track Loaders, and one (1) Bobcat T770 Compact Track Loader for Fleet Services to be utilized by Parks and Recreation in the amount of \$227,073 from Bobcat Company through an existing TASB/BuyBoard contract and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 424-13)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	227,073	0	227,073
Encumbered/Expended Amount	0	0	0	0
This Item	0	-227,073	0	-227,073
BALANCE	0	0	0	0
FUND(S): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are available in the FY 2015-16 Adopted Budget to purchase one (1) Bobcat S750 Skid-Steer Loader, two (2) Bobcat T750 Compact Track Loaders and one (1) Bobcat T770 Compact Track Loader for the scheduled replacement of unit #98130 in Cost Center #644/Ground Maintenance Dist. #1, unit #04501 & unit #07506 in Cost Center #637/Athletic Field Maintenance and unit #05501 in Cost Center #643/Park Support Services.				
STRATEGIC PLAN GOAL: Providing one (1) Bobcat S750 Skid-Steer Loader, two (2) Bobcat T750 Compact Track Loaders and one (1) Bobcat T770 Compact Track Loader for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TASB/BuyBoard Contract No. 424-13 / City of Plano Internal Contract No. 2016-312-O)				
See Recommendation Memo.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Recommendation Memo			NA	
Cooperative Quote Recap				



Memorandum

Date: April 4, 2016
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Compact Loader Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Bobcat S750 Skid-Steer Loader, two (2) Bobcat T750 Compact Track Loaders, and one (1) Bobcat T770 Compact Track Loader from Bobcat Company, through the TASB/BuyBoard contract No. 424-13 in the amount of \$227,073.09. Fleet Services and Purchasing has reviewed multiple Cooperative Contracts and found this to be the best value for the City.

These items are for the replacements of the following:

98130 in Cost Center 644/Ground Maintenance Dist. #1: Replacement is un-scheduled due to unforeseen damage. This unit is very versatile with many attachments available to do the work of multiple machines. It will allow us to perform many core service functions such as storm debris clean up, trail sweeping, stump grinding, tree planting and other landscape projects. This equipment will also have forks to enable us to lift pallets of sod and fertilizer. If we do not acquire this equipment, we would not have the ability to perform the above functions, and renting the different types of equipment would not be cost effective. The district also needs this equipment available to use when we need it, especially in emergency situations involving storm clean-up.

04501 and 07506 in Cost Center 637/Athletic Field Maintenance: Replacements are scheduled in the FY15-16 approved ERF. These units are critical to field set-up, as they must, operate in very poor weather and field conditions in order to have fields prepared on schedule. The single most important issue for this equipment is the ability to operate on fields that are wet or in poor condition without causing any damage. This is accomplished by the equipment having "smooth" tracks. Tracks designed for traction will damage a field. The Bobcat is the only manufacturer that provides a smooth track option that I have been able to locate. The loader is critical to placing or removing large, heavy soccer goals and associated field amenities such as bleachers and team benches. Virtually all of Plano's athletic fields are multi-purpose, so changing from one sport to another in a very short time period is routine. Without the smooth tracked loader, we would not be able to set up or transition fields in a timely manner and we would be damaging playing fields creating unsafe conditions opening the City of Plano to injury claims.

05501 in Cost Center 643/Park Support Services: Replacement is scheduled in the FY15-16 approved ERF. This unit will primarily be utilized in the forestry operation for the department. This loader is necessary in lifting, handling, cleaning up, and removing the remains of felled and downed trees wherever forestry work occurs citywide. The removal and disposal of these materials are an essential step in completing the process. The size and weight of the waste materials are considerable, and can only be handled using specialized equipment. Without this equipment, the waste from cut up trees would have to remain on-site for a time when a piece

of equipment in another area is made available to move, load, and remove it for disposal. This would significantly impact the efficiency of the forestry crew.

Equipment replacement is analyzed based on age, usage, maintenance cost, and re-sale value in determining the need for replacement. If these units are not replaced we will incur additional maintenance cost and salvage value will be greatly depreciated.

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

CITY OF PLANO
SOLICITATION NO. 2016-312-O
ONE (1) SKID-STEER LOADER AND THREE (3) COMPACT TRACK LOADERS
COOPERATIVE QUOTE RECAP

BuyBoard Contract No. 424-13

- One (1) S750 T4 Bobcat Skid-Steer Loader \$ 57,574.86
- Two (2) T750 T4 Bobcat Compact Track Loader \$109,616.22
- One (1) T770 T4 Bobcat Compact Track Loader \$ 59,882.01

HGAC Contract No. EM06-15

- One (1) S750 T4 Bobcat Skid-Steer Loader \$ 60,696.76
- Two (2) T750 T4 Bobcat Compact Track Loader \$112,186.42
- One (1) T770 T4 Bobcat Compact Track Loader \$ 61,918.81

Open Market

- One (1) S750 T4 Bobcat Skid-Steer Loader \$ 82,791.51
- Two (2) T750 T4 Bobcat Compact Track Loader \$163,924.22
- One (1) T770 T4 Bobcat Compact Track Loader \$ 90,056.61

Overall Low Quote:

BuyBoard Contract No. 424-13

- One (1) S750 T4 Bobcat Skid-Steer Loader \$ 57,574.86
- Two (2) T750 T4 Bobcat Compact Track Loader \$109,616.22
- One (1) T770 T4 Bobcat Compact Track Loader \$ 59,882.01

Total of All Three (3) Line Items for Four (4) Loaders \$227,073.09

Lincoln Thompson

Lincoln Thompson
Senior Buyer

April 1, 2016

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:		04/25/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				Project No. 6335
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and VRX, INC., in the amount of \$58,542, for Bridge Repairs – Part II; and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	300,000	2,700,000	3,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-58,542	0	-58,542
BALANCE	0	241,458	2,700,000	2,941,458
FUND(S): STREET IMPROVEMENTS CIP				
<p>COMMENTS: Funds are available in the 2015-16 Street Improvements CIP for this item. Professional engineering design services for the Bridge Repairs – Part II project, in the amount of \$58,542, will leave a current year balance of \$241,458 available for future project expenditures or other street improvements.</p> <p>STRATEGIC PLAN GOAL: Obtaining engineering services for street improvement projects relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
See Recommendation Memorandum.				
List of Supporting Documents: Recommendation Memorandum; Professional Services Agreement			Other Departments, Boards, Commissions or Agencies N/A	



Memorandum

TO: Bruce D. Glasscock, City Manager

FROM: B. Caleb Thornhill, P.E., Director of Engineering

DATE: March 24, 2016

SUBJECT: Professional Services Agreement – Bridge Repairs – Part II

This agenda item is for the approval of a contract with VRX, Inc., in the amount of \$58,541.72 for the analysis of TxDOT data resulting from inspection of all bridges and large culverts located on city-maintain streets.

Every two years TxDOT inspects all bridges and large culverts in all cities across Texas. The results of the inspection is provided to the cities to prioritize and take appropriate action. The volume of information is extensive; therefore, the Engineering Department recommends entering into an agreement with a consulting firm for the analysis of TxDOT reports and prioritization of the maintenance and repair.

After the recommendations are provided to the city by VRX, their engineering services contract will be amended to develop the plans and technical specifications necessary for contractors to bid on the required work.

The fee for the VRX contract is detailed as follows:

Investigation	\$58,386.72
Direct expenses	<u>\$155.00</u>
Total Basic Fee	\$58,541.72

VRX was selected through a qualifications-based selection process based on statements of qualifications submitted to the City of Plano in response to Bid No. 2016-0086-X. The staff evaluation team interviewed the three highest ranked engineering consultants on January 7, 2016 and VRX ranked the highest. VRX presented a very thorough understanding and detailed approach to the project, is highly recommended by TxDOT and has excellent experience in this area.

BRIDGE REPAIRS – PART II

PROJECT NO. 6335

**ENGINEERING
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **VRX, INC.**, a **TEXAS** Corporation, 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 **BRIDGE REPAIRS – PART II** project located in the City of Plano, Collin County and Denton County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

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

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

VRX, Inc.
Attn: Kal Eideh, Office Manager
2500 N. Dallas Parkway, Suite 450
Plano, TX 75093

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

VRX, INC.
A Texas Corporation

DATE: _____

BY: _____
Noelle Ibrahim
OWNER

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 COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **NOELLE IBRAHIM, Owner**, of **VRX, INC.**, a Texas Corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, 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
BRIDGE REPAIR –PART II
PROJECT NO. 6335
CIP NO. 37821

PROJECT DESCRIPTION:

Review TxDOT BRINSAP (bridge and culvert inspection) reports, perform supplemental inspections for structure condition ratings less than or equal to 6, and prepare executive summaries prioritizing bridge and culvert maintenance and repair recommendations. Develop plans, special technical specifications, and estimate of probable construction costs for bridge and culvert repair projects. The structural design will be for the repair of various structural and approach elements.

BASIC SERVICES:

A. Design Standards (to be provided by the City)

1. This project shall be designed in accordance with the following, when applicable:

Erosion & Sediment Control Manual

Thorough Fare Standards Rules & Regulations

Standard Construction Details

Barrier Free Ramp Details

NCTCOG Standard Specifications for Public Works Construction

Special Provisions to Standard Specifications for Public Works Construction

Sample plan set

TxDOT Bridge Design Manual

TxDOT Roadway Design Manual

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

B. Investigation

1. Meet with City of Plano engineering staff and obtain existing BRINSAP and PONTEX reports, existing bridge and utility plans, sample of past bridge repair plans and bid tabulations, design criteria, and other necessary information required for the bridge maintenance program.
2. Meet with the City project manager to conduct an onsite, supplemental inspection. Supplemental inspections shall document existing conditions with photographs, approximate repair quantities, and field notes.

3. Build database to document bridge location, condition ratings, recommended repairs, and maintenance goals.
4. Prepare executive summary prioritizing bridge repair recommendations based on BRINSAP reports and supplemental inspections. Supplemental inspection photos will be included.
5. Submit two (2) sets of executive summary with inspection photos to City for review.
6. Meet with City project manager to review priorities.

C. Preliminary Design

1. Consider existing utilities and drainage conditions in design.
2. Standardized details will be used as much as possible.
3. Prepare preliminary estimate of probable construction costs for maintenance, repair, and replacement recommendations.
4. Prepare preliminary construction plans for each bridge location including the following sheets:
 - a) Generic schematic layout
 - b) Quantity sheet
 - c) Repair locations
 - d) Standard repair details
5. Submit five (5) sets of estimate of probable construction costs and preliminary construction plans (11" x 17") to City for review.
6. Meet with City of Plano to discuss and incorporate review comments on preliminary report, estimate of probable construction costs, and preliminary construction plans.

D. Final Design

1. Address comments from the Preliminary Design review submittal.
2. Prepare final construction plans and final estimate of probable construction costs. The following sheets shall be included in the final construction plans:
 - a) Cover Sheet
 - b) General Notes
 - c) SWPPP sheets meeting TCEQ and City of Plano requirements, if needed.
 - d) For each bridge location:
 1. Generic schematic layout (Not to Scale)
 2. Quantity sheet
 3. Repair locations
 4. Standard repair details
 5. Generic traffic control sheets
3. Prepare any special technical specifications, if needed.
4. Submit five (5) sets of final estimate of probable construction costs and final construction plans (11" x 17") to City for review.

5. Meet with City of Plano to discuss and incorporate review comments on final estimate of probable construction costs and final construction plans.
- E. Utility coordination (if required)
1. The City will provide any pertinent utility plans.
 2. As part of the Preliminary Design review submittal, distribute the preliminary plans, proposed schedule for bidding, and start of construction to local franchise and municipal utility companies to obtain information regarding impacts to their facilities.
 3. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute one copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
- F. Bid Phase Services
1. Submit three full size sets (22" x 34") of final blue line prints, three bound copies of the bid documents, and one unbound original bid document to the City of Plano.
 2. Provide a schedule of bid items. Furnish plans and bid documents for bidding. The City will prepare the bid documents and advertise the project. Cost for these to be recouped by non-refundable deposit from contractors.
 3. Furnish 11" x 17" plans and bid documents for up to five (5) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
 4. Assist City staff in conducting a pre-bid conference, if required.
 5. Prepare responses and distribute addenda to bid document, as necessary.
 6. Submit a CD-ROM disk of the bid set plans in a PDF format.
 7. Provide a bid tabulation within 4 working days of the bid opening.
 8. Evaluate the low and second to low bidders. Prepare a letter of recommendation to the City within 7 working days of the bid opening.
 9. Assist City staff in a pre-construction conference.
 10. Furnish eleven (11) full size (22" x 34") and seven (7) half size (11" x 17") sets of final construction plans and three (3) sets of the contract documents manual to the City for construction.
- G. Construction Administration
1. Provide written responses to requests for information (RFI's) or clarifications.
 2. Provide monthly site visits during construction, if requested.
 3. Review, provide comment, and approve Contractor submittals.
 4. Prepare plan and quantity revisions as required for change orders. The City will prepare the change order and have it executed by the contractor.
 5. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and city inspector.

Submit one full size blackline set (22" x 34") to the City and two CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing" stamps bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at 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. Sealing and signing of record drawings for field changes will be done by others.

H. Special Services

Special services include tasks not specifically mentioned above. If special services are requested or required, VRX will prepare a separate scope and fee for additional services at the City's request.

1. Construction management oversight and testing.
 - a) Provide construction management oversight, if necessary.
2. Materials Testing
 - a) City to provide inspection and testing. It is assumed that the City of Plano will contract a materials testing firm to observe the construction process. The testing firm will verify that foundations are placed in the correct strata and will perform materials test on soil and construction materials as required.
3. Environmental services or permitting, including storm water pollution prevention permitting.

Services not included in this Contract

1. The Engineer will not provide any surveying services.
2. The Engineer will not provide any geotechnical services.
3. The Engineer will not provide any drainage design and/or analysis.
4. The Engineer will not provide any design for relocation of utilities for the project.
5. The Engineer will not set horizontal or vertical control stakes for construction.
6. 404 permitting is not included in contract.
7. Revisions to the Traffic Control Plan based on contractor requests.
8. Construction Inspection.
9. Construction Management.
10. Review of contractor invoices.
11. Public Involvement or Coordination.
12. Public Meetings.
13. Property boundary research or determination.
14. Right-of-Way acquisition services.
15. Environmental services or permitting.
16. Storm water pollution prevention plan (SWPPP) permits.

17. Design of retaining walls.
18. Design of large drainage structures (culverts, headwalls, junction boxes, etc.).
19. Design of landscaping or streetscaping.
20. Design and layout of illumination or electrical systems.
21. Design and layout of ITS systems and components.
22. Utility coordination.
23. Design for utility relocation.

**BRIDGES AND BRIDGE CLASS CULVERTS INCLUDED IN
BRIDGE REPAIRS PART 2
PROJECT NO. 6335
CIP NO. 37821**

	Structure Number	Roadway Carried	Feature Crossed	Structure Type
1	180430C00040005	ALMA DRIVE SB	RUSSELL CREEK	BRIDGE
2	180430C00040006	ALMA DRIVE NB	RUSSELL CREEK	BRIDGE
3	180430C00040009	ALMA DR NB	SPRING CREEK	BRIDGE
4	180430C00040011	ALMA DR SB	SPRING CREEK	BRIDGE
5	180430C00591001	CARMEL DR	PITTMAN CREEK	BRIDGE
6	180430C00905001	COUNTRY PLACE DR	BROWN BRANCH	BRIDGE
7	180430C01000005	CUSTER RD NB	YOUNGS BRANCH	BRIDGE
8	180430C01000006	CUSTER RD NB	RUSSELL CREEK	BRIDGE
9	180430C01000008	CUSTER RD	SPRING CREEK	BRIDGE
10	180430C01000009	CUSTER RD SB	PITTMAN CREEK	BRIDGE
11	180430C01000010	CUSTER RD NB	PITTMAN CREEK	BRIDGE
12	180430C01000011	CUSTER RD NB	WEST ROWLETT CREEK	BRIDGE
13	180430C01000012	CUSTER RD SB	WEST ROWLETT CREEK	BRIDGE
14	180430C01000013	CUSTER RD SB	YOUNGS BRANCH	BRIDGE
15	180430C01000014	CUSTER RD SB	RUSSELL CREEK	BRIDGE
16	180430C01040016	ALMA DR NB	PITTMAN CREEK	BRIDGE
17	180430C01040017	ALMA DR SB	PITTMAN CREEK	BRIDGE
18	180430C01045016	W PLANO PKWY WB	PRAIRIE CREEK	BRIDGE
19	180430C01045017	W PLANO PKWY EB	PRAIRIE CREEK	BRIDGE
20	180430C01045018	W PLANO PKWY EB	PITTMAN CREEK	BRIDGE
21	180430C01045019	W PLANO PKWY WB	PITTMAN CREEK	BRIDGE
22	180430C01045020	W PLANO PKWY EB	SPRING CREEK	BRIDGE
23	180430C01045021	W PLANO PKWY WB	SPRING CREEK	BRIDGE
24	180430C01045024	W PLANO PKWY EB	WHITE ROCK CREEK	BRIDGE
25	180430C01045025	W PLANO PKWY WB	WHITE ROCK CREEK	BRIDGE
26	180430C01733001	HEARST CASTLE WAY	SPRING CREEK	BRIDGE
27	180430C01750001	HEDGOXE RD WB	WHITE ROCK CREEK	BRIDGE
28	180430C01750002	HEDGOXE RD EB	WHITE ROCK CREEK	BRIDGE
29	180430C01880011	INDEPENDENCE PKWY	SPRING CREEK	BRIDGE
30	180430C01975001	JUPITER ROAD NB	ROWLETT CREEK	BRIDGE
31	180430C01975002	JUPITER ROAD SB	ROWLETT CREEK	BRIDGE
32	180430C01975008	JUPITER RD SB	BROWN BRANCH	BRIDGE
33	180430C01975010	JUPITER RD NB	BROWN BRANCH	BRIDGE
34	180430C01980017	AVENUE K	ROWLETT CREEK	BRIDGE
35	180430C02193003	LEGACY RD WB	WHITE ROCK CREEK	BRIDGE
36	180430C02193004	LEGACY RD EB	WHITE ROCK CREEK	BRIDGE
37	180430C02265015	LOS RIOS BLVD	ROWLETT CREEK	BRIDGE
38	180430C02376002	MCDERMOTT RD	WHITE ROCK CREEK	BRIDGE

	Structure Number	Roadway Carried	Feature Crossed	Structure Type
39	180430C02557001	RED RIVER DR	RUSSELL CREEK	BRIDGE
40	180430C02683001	OAK RIDGE DR	RUSSELL CREEK	BRIDGE
41	180430C02690001	OHIO DR SB	WHITE ROCK CREEK	BRIDGE
42	180430C02690002	OHIO DR NB	WHITE ROCK CREEK	BRIDGE
43	180430C02752001	OXBOW CREEK LANE	COTTONWOOD CREEK	BRIDGE
44	180430C02790002	E PARK BLVD EB	ROWLETT CREEK	BRIDGE
45	180430C02790003	W PARK BLVD EB	SPRING CREEK	BRIDGE
46	180430C02790008	W PARK BLVD WB	SPRING CREEK	BRIDGE
47	180430C02790009	E PARK BLVD WB	ROWLETT CREEK	BRIDGE
48	180430C02790010	W PARK BLVD	WHITE ROCK CREEK	BRIDGE
49	180430C02795001	W PARKER RD EB	WHITE ROCK CREEK	BRIDGE
50	180430C02795004	W PARKER RD WB	WHITE ROCK CREEK	BRIDGE
51	180430C02795006	W PARKER RD	SPRING CREEK	BRIDGE
52	180430C02795017	E PARKER RD	BROWN BRANCH	BRIDGE
53	180430C02795019	E PARKER RD	ROWLETT CREEK	BRIDGE
54	180430C02795022	E PARKER RD WB	COTTONWOOD CREEK	BRIDGE
55	180430C02795023	E PARKER RD EB	COTTONWOOD CREEK	BRIDGE
56	180430C03180001	RIDGEVIEW DRIVE EB	YOUNGS BRANCH	BRIDGE
57	180430C03180002	RIDGEVIEW DRIVE WB	YOUNGS BRANCH	BRIDGE
58	180430C03226001	ROCKLEDGE LN	WHITE ROCK CREEK TRIB	BRIDGE
59	180430C03560001	SPRING CR PKWY WB	WHITE ROCK CREEK	BRIDGE
60	180430C03560004	W SPRING CK PKY EB	SPRING CREEK	BRIDGE
61	180430C03560006	W SPRING CK PKY WB	SPRING CREEK	BRIDGE
62	180430C03560007	SPRING CR PKWY EB	WHITE ROCK CREEK	BRIDGE
63	180430C03727001	TENNYSON PKWY WB	WHITE ROCK CREEK	BRIDGE
64	180430C03727002	TENNYSON PKWY EB	WHITE ROCK CREEK	BRIDGE
65	180430C04095001	WESTWOOD DR	PITTMAN CREEK	BRIDGE
66	180430C04335002	E 14TH ST-FM544 EB	ROWLETT CREEK	BRIDGE
67	180430C04335003	E 14TH ST-FM544 EB	ROWLETT CREEK RELIEF	BRIDGE
68	180430C04335004	E 14TH/FM 544 WB	ROWLETT CREEK	BRIDGE
69	180430C04335005	E 14TH/FM 544 WB	ROWLETT CREEK RELIEF	BRIDGE
70	180430C04350004	W 15TH ST	PITTMAN CREEK	BRIDGE
71	180430C04350005	W 15TH ST EB	SPRING CREEK	BRIDGE
72	180430C04350006	W 15TH ST WB	SPRING CREEK	BRIDGE
73	180430C04365001	W 16TH ST	SPRING CREEK	BRIDGE
74	180430C04335001	E 14TH ST-FM 544	ROWLETT CREEK TRIBUTARY	CULVERT
75	180430C00040010	ALMA DR	BROWN BRANCH	CULVERT
76	180430C00085001	APPLE VALLEY RD	SPRING CREEK TRIBUTARY	CULVERT
77	180430C00103001	ARCHGATE DR	WHITE ROCK CREEK TRIB	CULVERT
78	180430C00173001	BALCONES DR	WHITE ROCK CREEK TRIB	CULVERT
79	180430C00533001	CAMPBELL RD	WHITE ROCK CRK TRIBUTARY	CULVERT
80	180430C00673001	CHASE OAKS BLVD	BROWN BRANCH	CULVERT
81	180430C00812001	COLDWATER CRK LANE	COTTONWOOD CREEK TRIB	CULVERT

	Structure Number	Roadway Carried	Feature Crossed	Structure Type
82	180430C00843001	COLONNADE DR	WHITE ROCK CREEK TRIB	CULVERT
83	180430C00877002	INDEPENDENCE PKWY	RUSSELL CREEK	CULVERT
84	180430C00965001	CROSS BEND RD	SPRING CREEK	CULVERT
85	180430C01000007	CUSTER RD	RUSSELL CREEK TRIB	CULVERT
86	180430C01045015	W PLANO PKWY	PRAIRIE CREEK TRIBUTARY	CULVERT
87	180430C01045022	E PLANO PKWY	BECK BRANCH	CULVERT
88	180430C01045023	E PLANO PKWY	BECK BRANCH TRIBUTARY	CULVERT
89	180430C01090001	DEERFIELD DR	SPRING CREEK	CULVERT
90	180430C01130001	DIAMONDHEAD DR	PITTMAN CREEK	CULVERT
91	180430C01731001	RASOR BLVD	WHITE ROCK CREEK TRIB	CULVERT
92	180430C01750003	HEDGCOXE RD	WHITE ROCK CREEK TRIB	CULVERT
93	180430C01880008	INDEPENDENCE PKWY	JANET CREEK	CULVERT
94	180430C01880009	INDEPENDENCE PKWY	PITTMAN CREEK	CULVERT
95	180430C01880010	INDEPENDENCE PKWY	SPRING CREEK TRIBUTARY	CULVERT
96	180430C01880012	INDEPENDENCE PKWY	YOUNGS BRANCH	CULVERT
97	180430C01887001	INDIAN TRAIL	DRAW	CULVERT
98	180430C01975003	JUPITER RD	BECK BRANCH	CULVERT
99	180430C01975004	JUPITER RD	WILLOW CREEK	CULVERT
100	180430C01975009	JUPITER RD	BROWN BRANCH TRIBUTARY	CULVERT
101	180430C01980001	AVENUE K	BROWN BRANCH	CULVERT
102	180430C01980002	AVENUE K	BOWMAN BRANCH	CULVERT
103	180430C02193005	LEGACY DR	SPRING CREEK	CULVERT
104	180430C02193006	LEGACY DR	SPRING CREEK TRIBUTARY	CULVERT
105	180430C02263001	LORIMAR DR	WHITE ROCK CREEK TRIB	CULVERT
106	180430C02321001	MAPLESHADE LANE	MCKAMY BRANCH	CULVERT
107	180430C02365001	MAUMELLE DR	SPRING CREEK TRIBUTARY	CULVERT
108	180430C02365002	MAUMELLE DR	SPRING CREEK TRIBUTARY	CULVERT
109	180430C02376001	MCDERMOTT RD	WHITE ROCK CREEK TRIB	CULVERT
110	180430C02477001	MIDWAY RD	INDIAN CREEK TRIBUTARY	CULVERT
111	180430C02477002	MIDWAY RD	DRAW	CULVERT
112	180430C02477004	MIDWAY RD	DRAW	CULVERT
113	180430C02690003	OHIO DR	WHITE ROCK CREEK TRIB	CULVERT
114	180430C02690005	OHIO DR	WHITE ROCK CREEK TRIB	CULVERT
115	180430C02690006	OHIO DR	WHITE ROCK CREEK TRIB	CULVERT
116	180430C02690007	OHIO DR	WHITE ROCK CREEK TRIB	CULVERT
117	180430C02700001	OLD ORCHARD DR	SPRING CREEK TRIBUTARY	CULVERT
118	180430C02790004	W PARK BLVD	PITTMAN CREEK	CULVERT
119	180430C02790005	W PARK BLVD	PRAIRIE CREEK	CULVERT
120	180430C02795002	W PARKER RD	WHITE ROCK CREEK TRIB	CULVERT
121	180430C02795003	W PARKER RD	WHITE ROCK CREEK TRIB	CULVERT
122	180430C02795013	W PARKER RD	PITTMAN CREEK	CULVERT
123	180430C02805001	PARKHAVEN DR	PITTMAN CREEK	CULVERT
124	180430C02906001	PONDVIEW DRIVE	COTTONWOOD CREEK TRIB	CULVERT

	Structure Number	Roadway Carried	Feature Crossed	Structure Type
125	180430C02907001	PORTAGE LN	WHITE ROCK CREEK TRIB	CULVERT
126	180430C02953001	PRESTON MEADOW DR	WHITE ROCK CREEK TRIB	CULVERT
127	180430C03055001	ROBINSON RD	WHITE ROCK CREEK TRIB	CULVERT
128	180430C03170001	RIDGEWOOD DR	WILLOW CREEK	CULVERT
129	180430C03255001	ROUNDROCK TRAIL	PITTMAN CREEK	CULVERT
130	180430C03380001	SCENIC DR	RUSSELL CREEK TRIBUTARY	CULVERT
131	180430C03485026	SHILOH RD	BECK BRANCH	CULVERT
132	180430C03503001	SILVER CREEK DR	WHITE ROCK CREEK TRIB	CULVERT
133	180430C03560002	W SPRING CRK PKWY	WHITE ROCK CREEK TRIB	CULVERT
134	180430C03560003	W SPRING CRK PKWY	SPRING CREEK TRIB	CULVERT
135	180430C03560005	W SPRING CRK PKWY	BROWN BRANCH	CULVERT
136	180430C03585005	SHILOH RD	WILLOW CREEK	CULVERT
137	180430C03655001	SUMMIT AVE	BECK BRANCH	CULVERT
138	180430C03725001	TEAKWOOD LN	PITTMAN CREEK TRIBUTARY	CULVERT
139	180430C03750001	THUNDERBIRD LN	BOWMAN CREEK	CULVERT
140	180430C03817001	TOWN SQUARE DR	WHITE ROCK CREEK TRIB	CULVERT
141	180430C03923001	VENTURA DR	WHITE ROCK CREEK TRIB	CULVERT
142	180430C03938001	VILLAGE CREEK DR	WHITE ROCK CRK TRIBUTARY	CULVERT
143	180430C04007001	WAYFARER DR	WHITE ROCK CREEK TRIB	CULVERT
144	180430C04174001	WILLOW BEND	WHITE ROCK CREEK TRIB	CULVERT
145	180430C04207001	WINDING HOLLOW LN	WHITE ROCK CREEK TRIB	CULVERT
146	180430C04207002	WINDING HOLLOW LN	WHITE ROCK CREEK TRIB	CULVERT
147	180430C04207003	WINDING HOLLOW LN	WHITE ROCK CREEK TRIB	CULVERT
148	180430C04208001	WINDHAVEN PKWY	DRAINAGE DITCH	CULVERT
149	180430C04260001	WOODBURN CORNERS	PRAIRIE CREEK	CULVERT
150	180430C04350003	W 15TH ST	PRAIRIE CREEK	CULVERT
151	180430C04425001	AVENUE F	SPRING CREEK TRIBUTARY	CULVERT

**EXHIBIT B
COMPLETION SCHEDULE
BRIDGE REPAIR –PART II
PROJECT NO. 6335
CIP NO. 37821**

Activity	Completion Time (Calendar Weeks)
A. Notice to Proceed	<i>City</i>
B. Investigation	<i>8 weeks</i>
Review BRINSAP and PONTEX	
Supplemental inspections	
Build database	
Prioritize bridge repairs	
City review	<i>2 weeks</i>
Incorporate review comments	
C. Preliminary Design (90%)	<i>12 weeks</i>
Prepare preliminary plans (Generic layout, Quantities, Repair locations, Standard details)	
Prepare preliminary estimate of probable construction costs	
Preliminary QA/QC	
Pre-final submittal (90%)	
City review	<i>2 weeks</i>
Distribute preliminary plans, proposed schedule for bidding, and start of construction to local franchise and municipal utility companies.	
D. Final Design (100%)	<i>2 weeks</i>
Incorporate preliminary review comments	
Prepare final plans (Generic layout, Quantities, Repair locations, Standard details, Traffic control)	
Prepare final estimate of probable construction costs	
Final QA/QC	
Final submittal (100%)	
City review	
Final submittal (Sealed)	
Attend utility coordination meeting. Distribute final plans, proposed schedule for bid letting, and start of construction to local franchise and municipal utility companies.	<i>City</i>

**EXHIBIT C
PAYMENT SCHEDULE
BRIDGE REPAIR –PART II
PROJECT No. 6335
CIP NO. 37821**

WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
A. Investigation	\$ 58,386.72
B. Direct Expenses	\$ 155.00
 Total Basic Fee	 \$ 58,541.72
Total Fee	<u>\$ 58,541.72</u>

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

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

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **VRX, Inc.**, a Corporation 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 **VRX, 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.

VRX, INC. _____

By:

Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2016.

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:		04/25/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne 7198	
			Project No. 6721	
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC, in the amount of \$123,388, for the Inflow & Infiltration Study – J Place and Upper White Rock Basins project; and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	150,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-123,388	0
BALANCE		0	26,612	0
FUND(S): SEWER CIP				
<p>COMMENTS: Funding is available in the 2015-16 Sewer CIP for this item. This professional services agreement for a study of the J Place and Upper White Rock Sanitary Sewer Basins, in the amount of \$123,388, will leave a project balance of \$26,612 available for future expenditures on this or other Sewer CIP projects.</p> <p>STRATEGIC PLAN GOAL: Undertaking studies to identify issues with inflow and infiltration of sanitary sewer lines relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
See Recommendation Memorandum.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Maps; Recommendation Memorandum			N/A	
Professional Services Agreement				



Memorandum

TO: Bruce D. Glasscock, City Manager

FROM: B. Caleb Thornhill, P.E., Director of Engineering

DATE: April 25, 2016

SUBJECT: Professional Services Agreement – Inflow and Infiltration Study- J Place and Upper White Rock Creek sewer basins

The Engineering Department is recommending entering into an agreement with Pipeline Analysis, LLC for engineering services for the Inflow and Infiltration Study- J Place and Upper White Rock Creek sewer basins project.

Pipeline Analysis, LLC is an engineering consulting firm who has expertise in field of I & I studies and has worked with the City of Plano in the past on several similar projects with satisfactory results. They were selected based on their City of Plano Bid No. 2015-260-X submission and deemed the most qualified for this project.

The J Place and Upper White Rock Sewer basins are having issues with sewer capacity after heavy rain events, indicating that there are areas of storm water inflow and infiltration within those basins. By putting flow monitors in selected manholes we will be able to better estimate where those areas are.

The Professional services Fee is broken down as follows:

Upper White Rock Creek and J Place Basin Flow Monitoring

Task	Description	Quantity	Unit Price	Total
1	Temporary Flow Monitoring			
	a. Installation/Calibration	16	\$ 450	\$ 7,200.00
	b. Monitoring - 16 sites at 60 days = 960 meter days	960	\$ 88	\$ 84,480.00
	c. Extended Monitoring at City Option (per site/day)	0	\$ 68	\$ -
	Rainfall Gauging			
	a. Installation/Calibration	6	\$ 250	\$ 1,500.00
	b. Monitoring - 6 sites at 60 days = 360 meter days	360	\$ 17	\$ 6,120.00
	c. Extended Monitoring at City Option (per site/day)	0	\$ 15	\$ -
2	Flow Data Analysis	L.S.	L.S.	\$ 13,742.00
3	Final Report	L.S.	L.S.	\$ 8,320.00
4	Project Admin./Mobilization	L.S.	L.S.	\$ 2,026.00
	Total Not to Exceed without Extended Monitoring			\$ 123,388.00

CITY OF PLANO

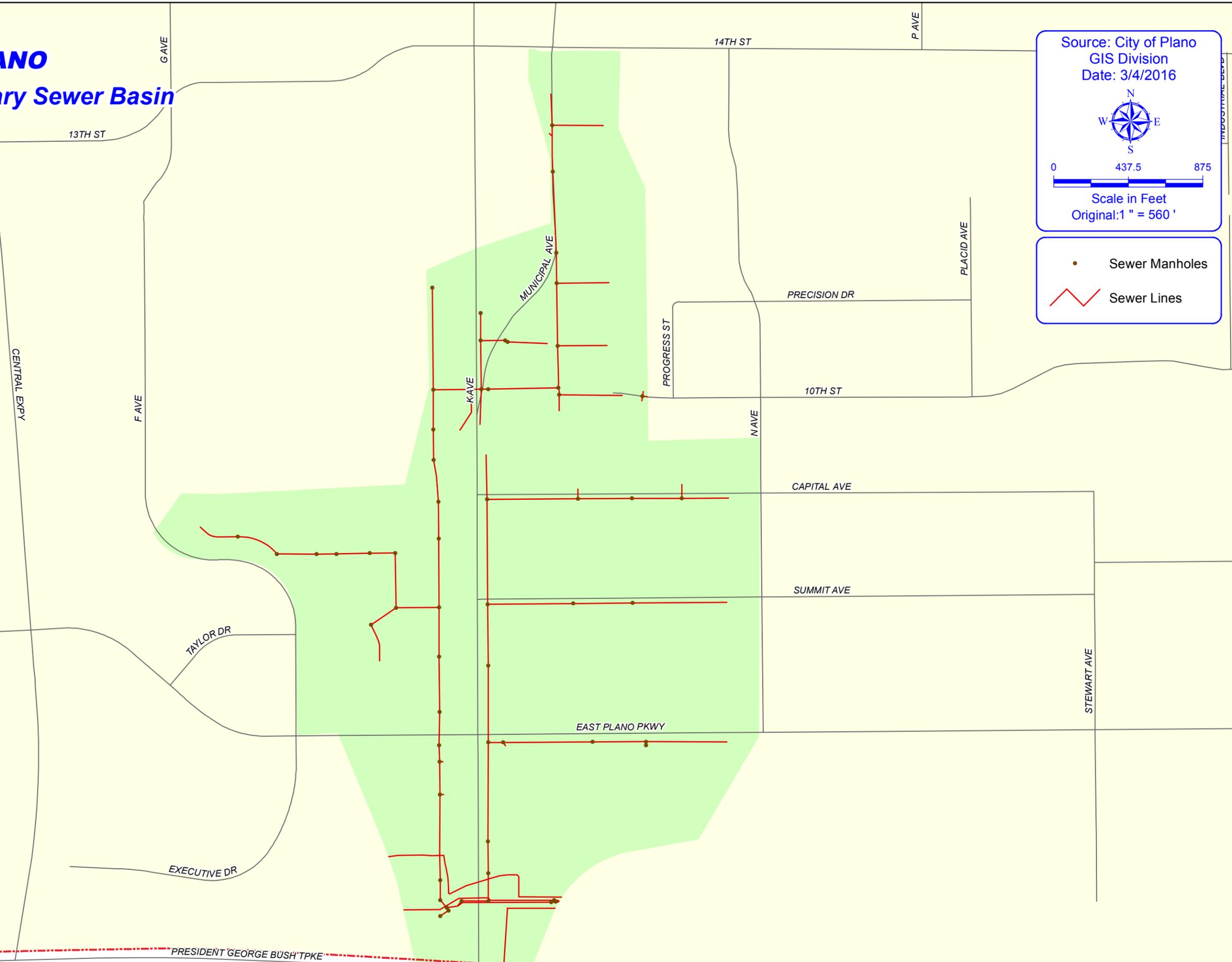
J Place Lift Station Sanitary Sewer Basin

Source: City of Plano
GIS Division
Date: 3/4/2016

Scale in Feet
Original: 1" = 560'

- Sewer Manholes
- Sewer Lines

Manholes	59	
	Pipe Size	Linear Footage
Sewer Lines	4 in	261
	6 in	2,714
	8 in	12,524
	10 in	2,512
	12 in	1,121
	14 in	20
	27 in	649
	33 in	910
	36 in	1,400
	Total:	



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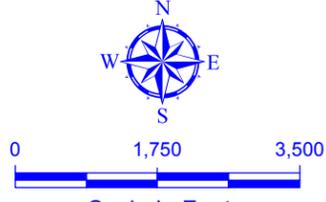
DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may exist.



CITY OF PLANO

Upper White Rock Sanitary Sewer Basin

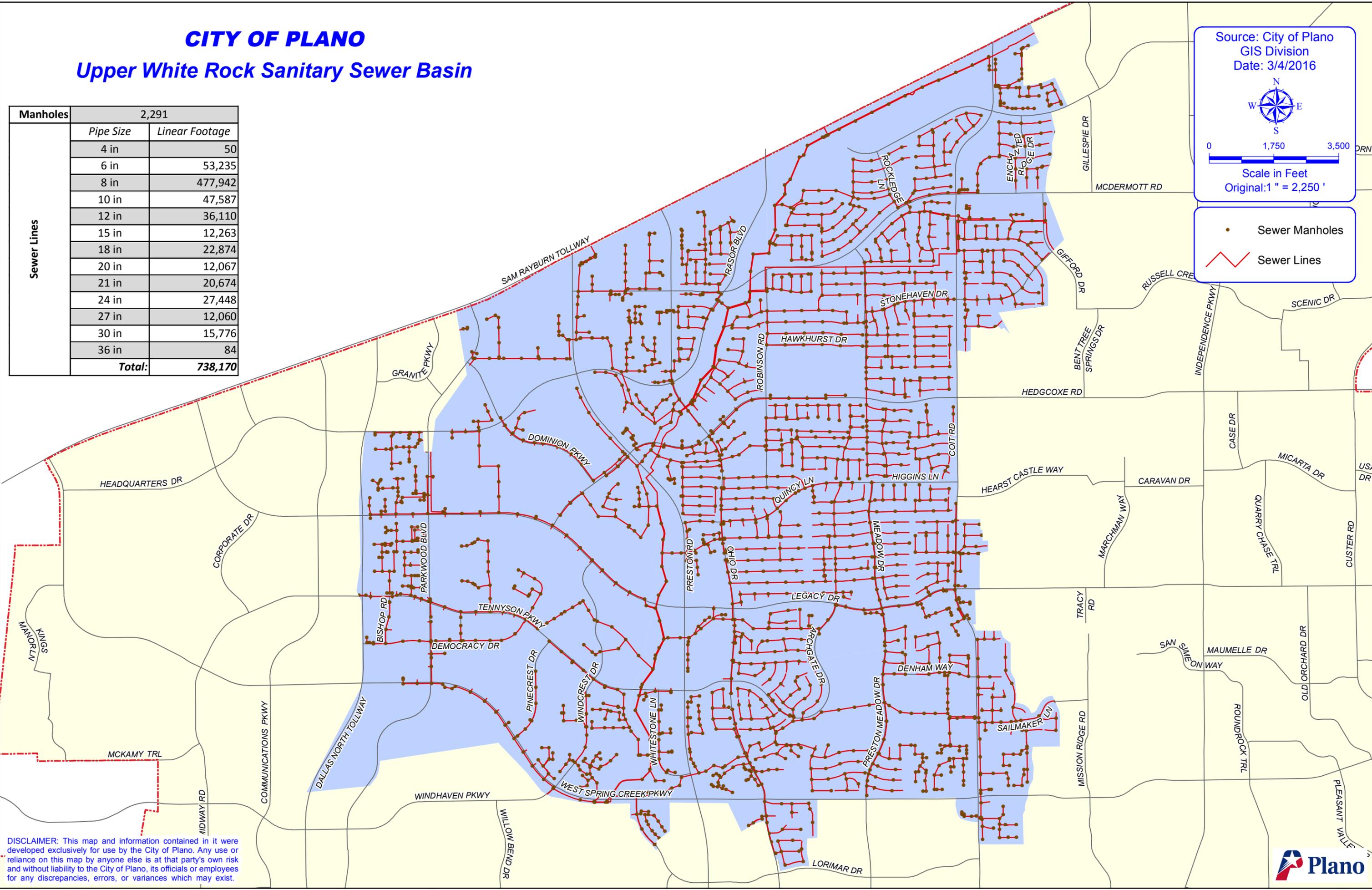
Source: City of Plano
GIS Division
Date: 3/4/2016



Scale in Feet
Original: 1" = 2,250'

- Sewer Manholes
- Sewer Lines

Manholes		2,291
Pipe Size	Linear Footage	
4 in	50	
6 in	53,235	
8 in	477,942	
10 in	47,587	
12 in	36,110	
15 in	12,263	
18 in	22,874	
20 in	12,067	
21 in	20,674	
24 in	27,448	
27 in	12,060	
30 in	15,776	
36 in	84	
Total:	738,170	



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Plano. Any use or reliance on this map by anyone else is at that party's own risk and without liability to the City of Plano, its officials or employees for any discrepancies, errors, or variances which may exist.



geonetau_3/4/2016 C:\Projects\Engineering\Upper White Rock Basin.mxd

I & I STUDY – J PLACE & UPPER WHITE ROCK BASINS

PROJECT NO. 6721

ENGINEERING PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **I & I STUDY – J PLACE & UPPER WHITE ROCK BASINS** 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.

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

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This

Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

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

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

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

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

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

PIPELINE ANALYSIS LLC
A Texas Limited Liability Company

DATE: _____

BY: _____
James H. Forbes, Jr.
PRESIDENT & MANAGING MEMBER

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **JAMES H. FORBES, JR., PRESIDENT & MANAGING MEMBER**, of **PIPELINE ANALYSIS LLC**, a **TEXAS** Limited Liability Company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, 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
I/I STUDY - J PLACE & UPPER WHITE ROCK BASINS
PROJECT NO. 6721

PROJECT DESCRIPTION

This project will consist of a sanitary sewer Infiltration/Inflow (I/I) Analysis of the Upper White Rock Sanitary Sewer Basin and Sanitary Sewer Assessment of the J Place Lift Station Sanitary Sewer Basin. The service areas included in this scope of services is shown in Figures 1 and 2 – Study Area Maps. The approach to the work tasks is organized around the City's objectives for this project:

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

BASIC SERVICES

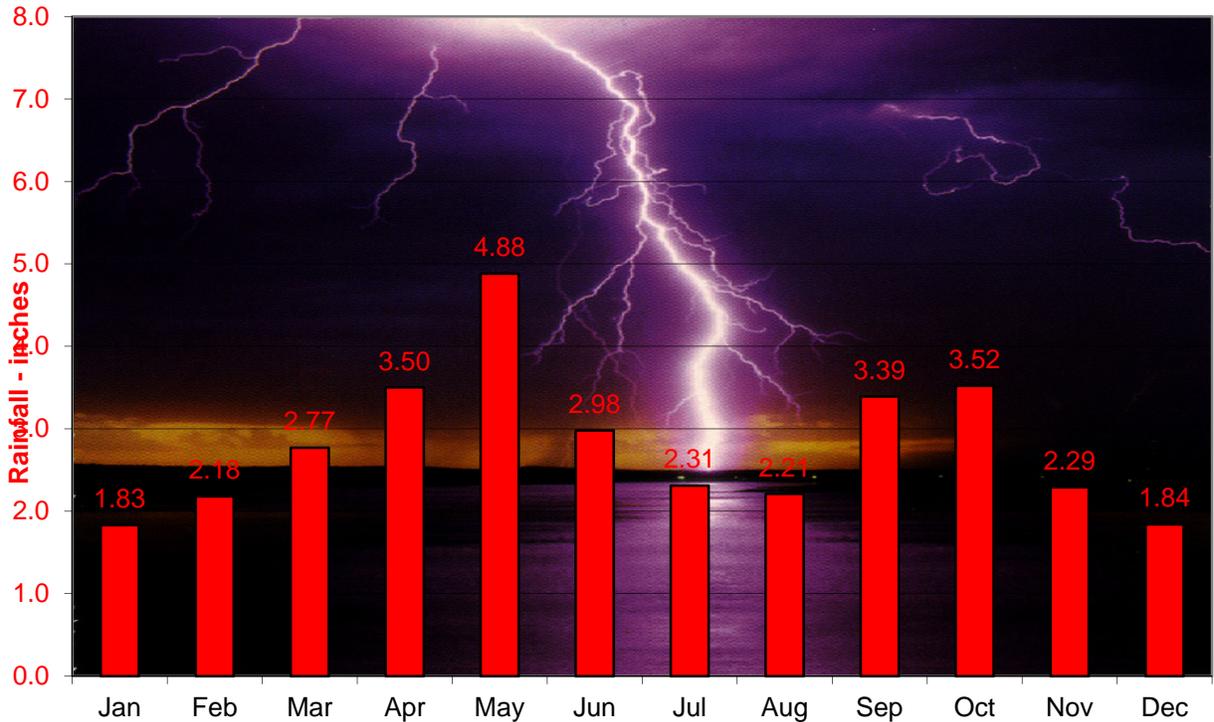
The investigation objectives and goals will be achieved through the performance of the following tasks:

TEMPORARY FLOW MONITORING – UPPER WHITE ROCK CREEK BASIN AND J PLACE LIFT STATION BASIN

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

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

Normal Monthly Rainfall Dallas - Fort Worth Airport



The preliminary meter site selection has been accomplished following review of the collection system map. Each monitoring site will be selected so that the footage of the collection system upstream of the meter can be isolated for the purposes of determining extraneous I/I and other engineering analysis. Flow meters that record flow depth and velocity are used to obtain the necessary hydraulic information for subsequent analysis. By undertaking temporary flow monitoring, the existing performance of the collection system can be determined. From a review of the collection system, fourteen (14) metering sites in the Upper White Rock Creek Basin and two (2) in "J" Place Lift Station Basin have been identified (See Figure 1 and 2). Flow monitoring will be undertaken for sixty (60) consecutive days starting in April 2016 or early May depending on receipt of the notice to proceed. The target start date is April 15. Note that a milestone will occur sixty (60) days into the flow monitoring where a determination will be made with respect to the adequacy of recorded rainfall events. If adequate rainfall (as determined by the City project manager) has occurred within the sixty (60) days of initial monitoring then the flow metering portion of the project will be terminated and flow and rainfall metering billings will cease. If inadequate rainfall is determined, then at City's option, the metering may be extended and additional thirty (30) days.

RAINFALL MONITORING

Rainfall meters are used to accurately measure rainfall intensity and duration throughout the monitoring period. This data will be used to establish the rainfall

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

It is anticipated that six (6) rainfall gauges will be installed, five (5) in the Upper White Rock Creek Basin and one (1) in the J Place Lift Station Basin.

TASK 1 - METER INSTALLATION, CALIBRATION AND DATA COLLECTION

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

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

Each meter will be calibrated in a hydraulic flume located at Pipeline Analysis's office. In addition, a field calibration check will be performed following installation. Calibration of each meter is a simple procedure consisting of verification of the depth of flow and velocity. The flow sensors will be secured to a steel mounting band that fits securely in the pipeline. The data logger for each site will be installed in the top of each manhole and the meter will be activated at user defined sampling intervals; typically 15 minutes. Routine maintenance and service will be undertaken weekly to confirm normal operation. A review of the collection system map indicates that a total of sixteen (16) flow meters and six (6) rainfall gauges would provide the desired resolution for establishing dry and wet weather flow data.

TASK 2 – DATA ANALYSIS

During and following completion of the flow and rainfall monitoring, Engineer will analyze the gathered data and develop tabular and graphical summaries. Comparisons

with any previous historical flow meter data will be reviewed. The impact of silt and debris will also be evaluated. Information obtained during the monitoring period will be used to determine the following for each site:

1. Dry Weather Average daily flow – A typical dry weather week will be established that is not impacted by rainfall. Velocity data will be compared to debris levels to analyze the scouring velocity necessary to prevent deposition in the lines. Discrete flows from each monitored sub-basin will be calculated.
2. Dry Weather Peak Flow – Peak flows during dry weather will be determined from the recorded data.
3. Wet Weather Average daily flow - Wet weather flows for each rainfall event will be analyzed to determine the percentage of rainfall that enters the collections system (also known as the leakiness factor). By comparing the storm event flow with the dry weather flows will establish the Rainfall Derived Infiltration/Inflow (RDII). This value will vary for each storm duration and intensity. The discrete RDII for each sub-basin will be determined and will allow the ranking (prioritization) of each sub-basin by severity of RDII.
4. Wet Weather Peak Flow – Peak flow rates during wet weather are critical to the capacity analysis. Peaking ratios (Peak flow rate to average dry weather flow) will be compared for dry and wet weather.
5. Peak Inflow Rates – Peak inflow rates are calculated by observing peak flow during a wet weather event and subtracting the “normal” flow rate during dry weather.
6. Total I/I volume- The area under each storm event curve will be evaluated to establish the volume of rainfall induced infiltration/inflow. These values can then be normalized to establish the volume of RDII per inch of rainfall. Projections can then be made to accurately determine the impact of RDII during a normal year.

TASK 3– DRAFT AND FINAL REPORT

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

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

All data, photographs, maps, report narrative, etc. will be placed on CD-ROM and included with the Final Report. The Final Report will be in MSWord and Adobe pdf formats.

Engineer Deliverables:

1. One (1) copy of Draft Final Report and one (1) CD-ROM Draft Final Report
2. Three (3) bound copies of the final report.
3. Three (3) copies CD-ROM Final Report
4. Presentation of Final Report to staff

TASK 4 – PROJECT ADMINISTRATION/MOBILIZATION

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

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

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

Management work items include:

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

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

Figure 1 – Upper White Rock Creek Study Area Map

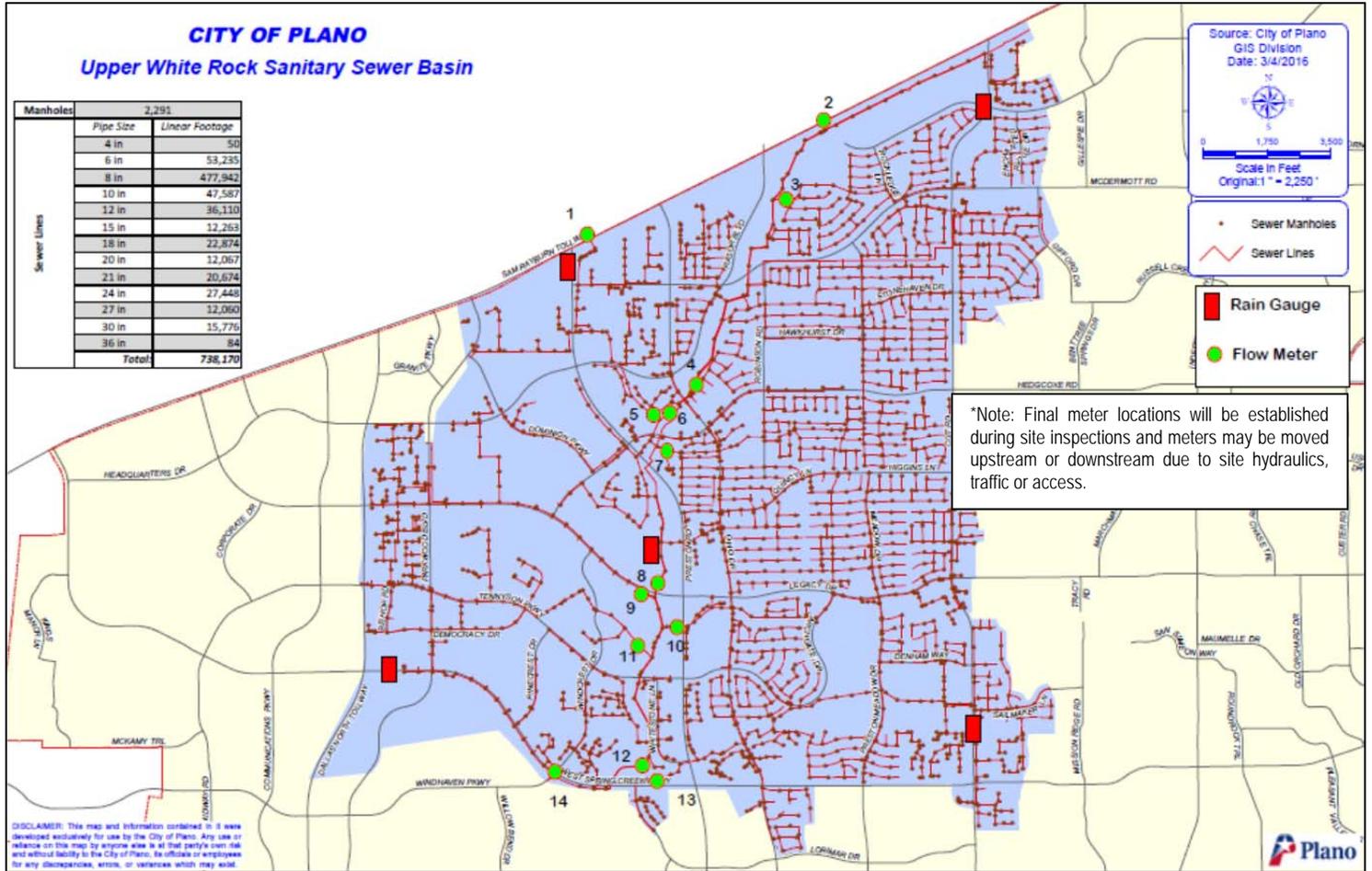


Figure 2 – J Place Lift Station Study Area Map

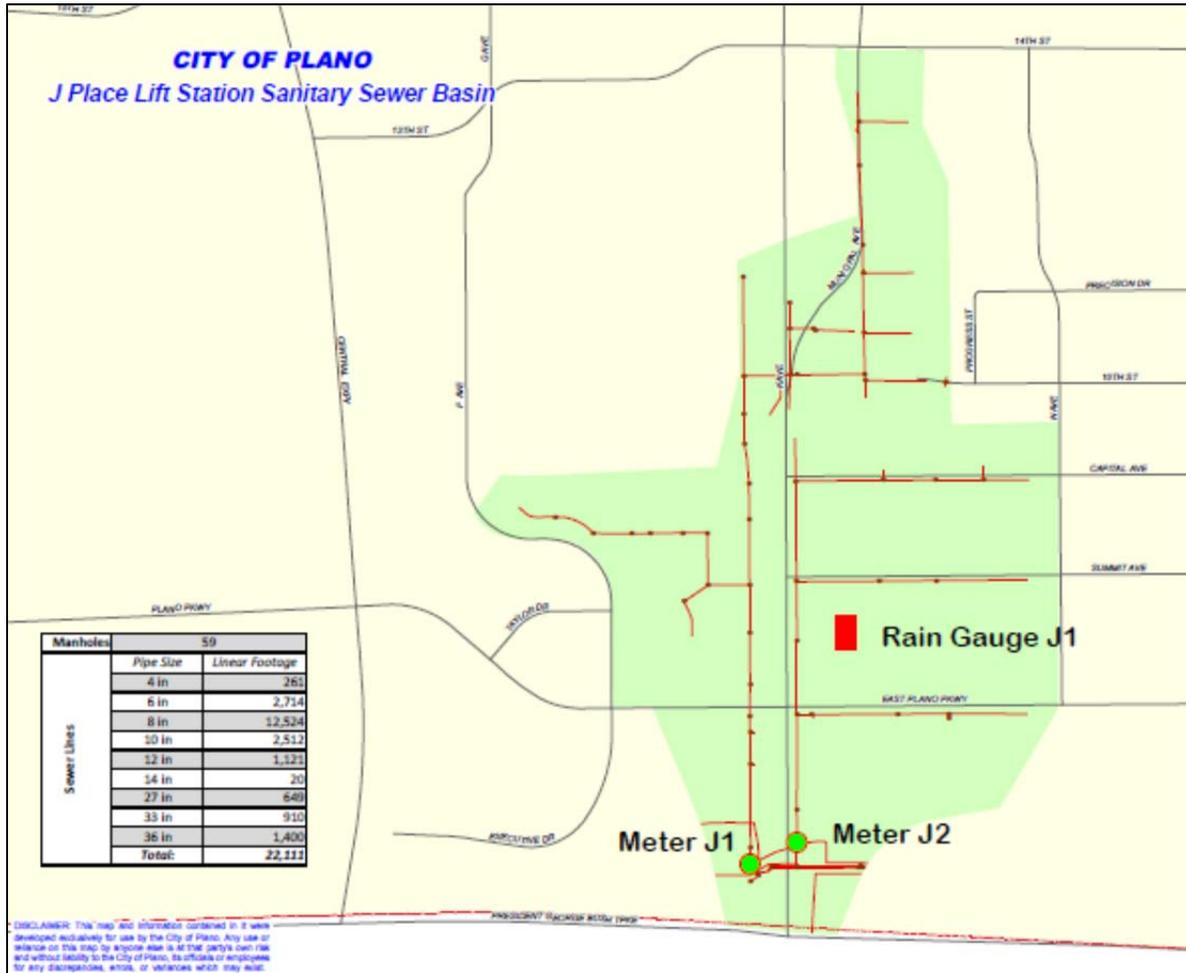


EXHIBIT "B"
SCHEDULE OF WORK
I/I STUDY - J PLACE & UPPER WHITE ROCK BASINS
PROJECT NO. 6721

The work will be initiated immediately upon receipt of Authorization to Proceed, and is estimated to be completed within approximately three (3) to five (5) months from the notice to proceed, depending on rainfall. If inadequate rainfall, preventing analysis of wet weather infiltration/inflow, occurs then the project schedule may be extended at the City's option.

Basic Services Schedule

Upper White Rock Creek and J Place Lift Station Flow Monitoring

Task Description	2 Weeks	Month 1	Month 2	Month 3	Month 4	Month 5
Temporary Flow Monitoring						
a. Installation/calibration						
b. Monitoring - 16 sites at 60 days						
c. Extended Monitoring at City Option 16 sites at 30 days				City Option		
Rainfall Gauging						
a. Installation/calibration						
b. Monitoring - 6 site for 60 days						
c. Extended Monitoring at City Option 6 sites for 30 days				City Option		
Flow Data Analysis					With Option	
Draft/Final Report						With Option
Project Adm./ Mobilization						With Option

EXHIBIT "C"
COMPENSATION AND METHOD OF PAYMENT
I/I STUDY - J PLACE & UPPER WHITE ROCK BASINS
PROJECT NO. 6721

Basic Services

Payment for this work shall be a unit price for each flow meter and rain gauge installation and a daily rate for each day of monitoring. The basis for partial payment will be the daily rate multiplied by the number of meters times the number of days installed. Lump sum items will be billed based on the percentage completion of the work task.

The total contract for basic services will not exceed \$123,388 without an amendment to this contract or authorization by the City to perform additional services associated with extended monitoring.

Upper White Rock Creek and J Place Basin Flow Monitoring

Task	Description	Quantity	Unit Price	Total
1	Temporary Flow Monitoring			
	a. Installation/Calibration	16	\$ 450	\$ 7,200.00
	b. Monitoring - 16 sites at 60 days = 960 meter days	960	\$ 88.00	\$ 84,480.00
	c. Extended Monitoring at City Option (per site/day)	0	\$ 68	\$ -
	Rainfall Gauging			
	a. Installation/Calibration	6	\$ 250	\$ 1,500.00
	b. Monitoring - 6 sites at 60 days = 360 meter days	360	\$ 17	\$ 6,120.00
	c. Extended Monitoring at City Option (per site/day)	0	\$ 15	\$ -
2	Flow Data Analysis	L.S.	L.S.	\$ 13,742.00
3	Final Report	L.S.	L.S.	\$ 8,320.00
4	Project Admin./Mobilization	L.S.	L.S.	\$ 2,026.00
Total Not to Exceed without Extended Monitoring				\$ 123,388.00

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

Additional Services

Payment for additional services associated with the Upper White Rock Creek Basin and J Place Lift Station Sewer System Assessment will be based on the flow monitoring study results and quantities of work established after consultation with the City project manager.

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

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

A. No Prohibited Interest

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

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Pipeline Analysis LLC

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

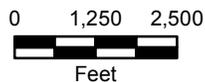
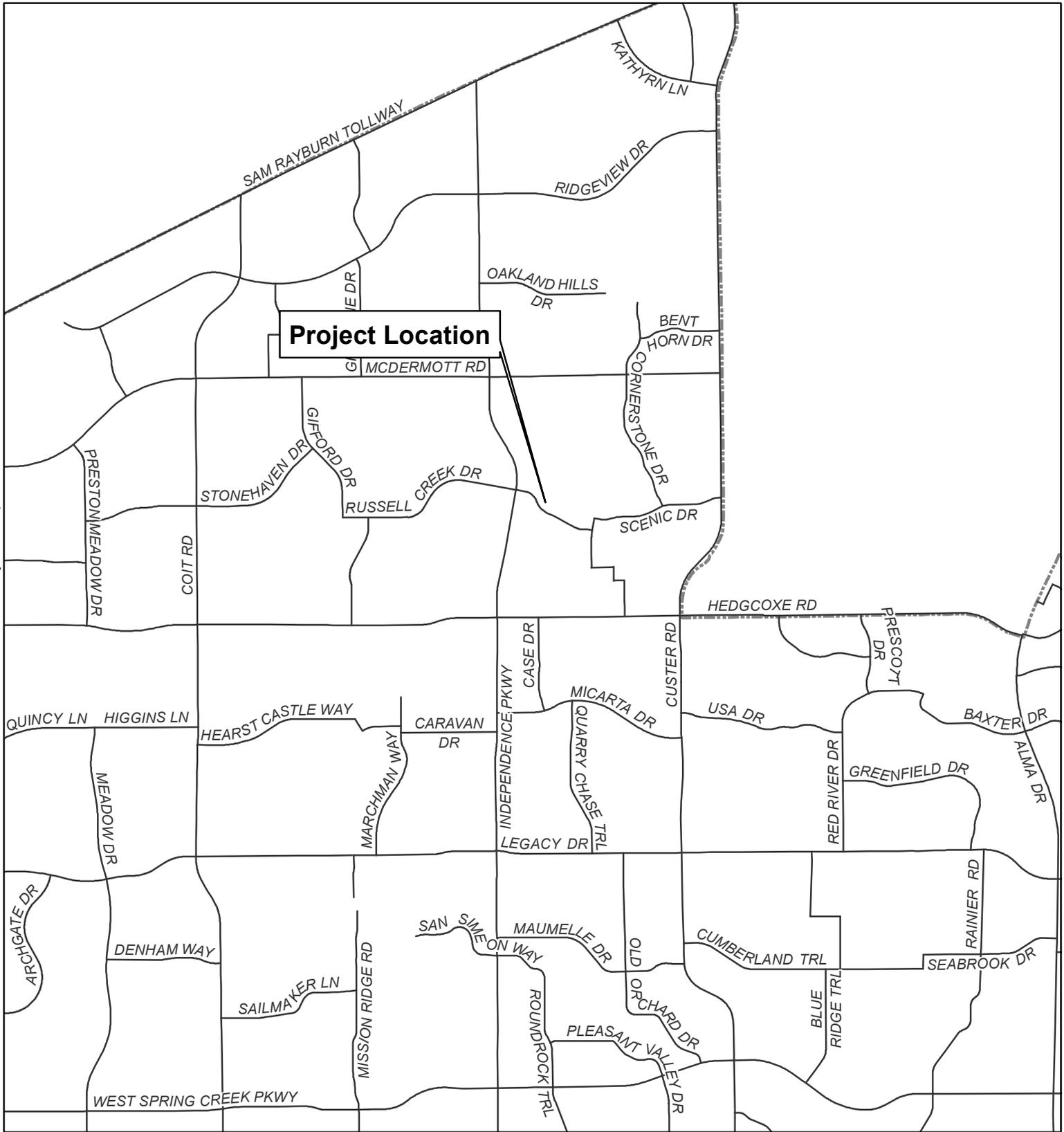
SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2016.

Notary Public, State of Texas



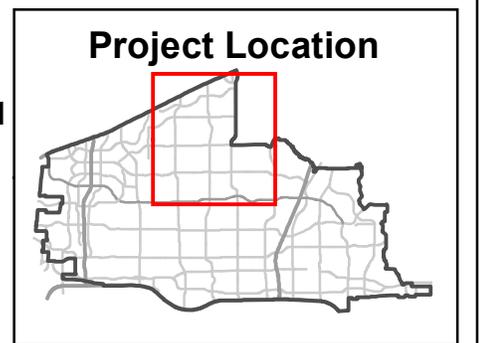
**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/25/16		
Department:		Engineering		
Department Head:		Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				Project No. 6519.1
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and Pacheco Koch, LLC, in the amount of \$234,721, for Russell Creek Drive Improvements – Independence to Sutherland – Paving, Drainage, and Slope Stabilization, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	98,275	1,971,725	0	2,070,000
Encumbered/Expended Amount	-98,275	-201,385	0	-299,660
This Item	0	-234,721	0	-234,721
BALANCE	0	1,535,619	0	1,535,619
FUND(S): STREET IMPROVEMENTS CIP				
<p>COMMENTS: Funding is available for this item in the 2015-16 Street Improvements CIP. Project Design services, in the amount of \$234,721, will leave a current year balance of \$1,535,619 available for project construction or other expenditures related to street improvements.</p> <p>STRATEGIC PLAN GOAL: Obtaining design services for CIP projects relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
See Recommendation Memorandum.				
List of Supporting Documents: Location Map; Recommendation Memorandum; Professional Services Agreement			Other Departments, Boards, Commissions or Agencies N/A	



City of Plano GIS Division
March, 2016

**RUSSELL CREEK DRIVE IMPROVEMENTS
INDEPENDENCE TO SUTHERLAND
PAVING, DRAINAGE, AND SLOPE STABILIZATION
Project No. 6519.1**





Memorandum

TO: Bruce D. Glasscock, City Manager

FROM: B. Caleb Thornhill, P.E., Director of Engineering

DATE: March 24, 2016

SUBJECT: Professional Services Agreement – Russell Creek Drive

The Engineering Department is recommending entering into an agreement with Pacheco Koch, LLC for engineering design services for the Russell Creek Drive Slope Stabilization and Roadway Improvement Project.

Russell Creek Drive, the adjacent hike and bike trail and retaining walls are experiencing significant horizontal and vertical movement between Independence Parkway and Sutherland Lane. The services of Pacheco Koch were employed to study and provide recommendations for repair of the existing slope failure. This agreement is a result of re-scoping the design and construction phase services based on the recommendations provided in the report. The original scope included patch repair of Russell Creek Drive. The revised scope includes reconstruction of the full Russell Creek roadway section and trail from Finsbury Drive to Sutherland Lane. The revised scope also includes a pedestrian bridge across Russell Creek and approximately 900 linear feet of concrete block wall with reaction beams, tiebacks and toe stabilization to achieve global slope stability. Pacheco Koch, LLC was selected based on a shortlist interview of four consultants. The contract fee is for \$234,721.25 and is detailed as follows:

BASIC SERVICES

A. Preliminary Design	\$82,638.00
B. Final Design	\$48,352.00
C. Structural Design	\$43,050.00
Total Additional Basic Services	\$174,040.00

SPECIAL SERVICES

D. Design Survey	\$5,990.00
E. Floodplain Hydraulic Analysis	\$16,880.00
F. Environmental Permitting	\$14,245.00
G. Construction Monitoring	\$15,400.00
H. Direct Expenses	\$8,166.25
Total Additional Special Services	\$60,681.25

Total Additional Fee **\$234,721.25**

**RUSSELL CREEK DRIVE IMPROVEMENTS – INDEPENDENCE TO SUTHERLAND
PAVING, DRAINAGE, AND SLOPE STABILIZATION**

PROJECT NO. 6519.1

**ENGINEERING
PROFESSIONAL SERVICES AGREEMENT**

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **RUSSELL CREEK DRIVE IMPROVEMENTS – INDEPENDENCE TO SUTHERLAND - PAVING, DRAINAGE, AND SLOPE STABILIZATION** 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.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR

DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Attn: Husain Hamza, P.E.
Engineering Department, Suite 250
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:

Pacheco Koch, LLC
Attn: D. Ryan Plasse, P.E., C.F.M.
8350 N. Central Expressway, Suite 1000
Dallas, TX 75206-1612

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.

PACHECO KOCH, LLC
A Texas Limited Liability Company

DATE: _____

BY: _____
Mark A. Pacheco, P.E., R.P.L.S.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2016, by **MARK A. PACHECO, P.E., R.P.L.S., PRESIDENT**, of **PACHECO KOCH, LLC**, a **TEXAS** Limited Liability Company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, 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

RUSSELL CREEK DRIVE IMPROVEMENTS – INDEPENDENCE TO SUTHERLAND PAVING, DRAINAGE, AND SLOPE STABILIZATION PROJECT NO: 6519.1 CIP NO: 31464

PROJECT DESCRIPTION:

Russell Creek Drive, the adjacent hike and bike trail and retaining walls are experiencing significant horizontal and vertical movement between Independence Parkway and Sutherland Lane. Conceptual design alternatives have been developed for the three global slope failures. The preliminary design, final design phases, bid phase and construction phases services are being rescope based on the conceptual design as per the original scope of services contract for Russell Creek Drive Improvements. The design services will include the following:

- Global Slope Stabilization of 900 linear feet of stream bank
- Reconstruction of 1,700 linear feet of Russell Creek Drive
- Reconstruction of 1,600 linear feet of Hike and Bike Trail
- Construction of 100 linear feet of new Hike and Bike Trail
- Construction of a new Pedestrian Bridge across Russell Creek

The project scope will include construction documents for a continuous beam with piers, retaining walls, stream bank toe erosion protection and pavement reconstruction of the street and trail. Construction documents will also be developed for a pedestrian bridge crossing and an informal public access. A public meeting will be conducted during final design to keep the public informed on the progress of the project. The overall project may be phased as directed by City staff into separate construction documents (plans, special provisions and estimates) for up to two (2) stand-alone projects. The first anticipated phase of construction will include stabilizing the three slope failure areas, along with the installation of slope inclinometers to monitor the slope movement. Phase II will include the reconstruction of the roadway and trail.

The services to be provided for this project include project management, topographic surveys, subsurface utility exploration, geotechnical investigations, USACE 404 permitting, drainage analysis, development of preliminary construction plans, development of final construction plans and special specifications, construction administration and bid phase services.

A topographic survey and a geotechnical study was previously prepared for the project by Verdunity, Inc. as outlined in their final report, *Russell Creek Pavement and Hike and Bike Trail*, date November 13, 2014. This information will be incorporated to the maximum extent feasible in development of construction plans.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:

City of Plano:

- Geodetic Monumentation Manual
- Manual for Right-of-Way Management
- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Thoroughfare Standards Rules & Regulations
- Manual for the Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Special Provisions to Standard Specifications for Public Works Construction, 1997
- Sample Plan Set
- Parks Department Standard Details for Landscaping & Irrigation
- 2009 Parks Department Standard Details for Trails
- Previous studies prepared by others
- As-built plans for portions of surrounding infrastructure

AASHTO:

- 2012 Bike Guide

ADA:

- Trail Requirements

NCTCOG:

- Standard Specifications for Public Works Construction, 1998 Amendment

ASCE:

- Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data)

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

B. Preliminary Design (Phase I and II) – Preliminary design will accommodate up to two (2) phases of construction with detailed construction phasing to be determined after the geotechnical investigation and conceptual design are completed. The overall project may be phased as directed by City staff into separate construction documents (plans, special provisions and estimates) for up to two (2) stand-alone projects. The first anticipated phase of construction will include stabilizing the three slope failure areas, along with the installation of slope inclinometers to monitor the slope movement. Phase II will include the reconstruction of the roadway and trail. Plans for both phases of construction are anticipated to be submitted and reviewed concurrently.

1. Prepare preliminary construction plans. Prepare the following sheets for the anticipated phase and at the engineering scale indicated:

- Cover sheet (Phase I and II)
- Project layout control sheet(s) (Phase I and II). Scale 1"= 100'.
- Quantity sheet (Phase I and II).
- Typical sections and detail sheets (Phase I and II).
- Construction phasing and temporary traffic control sheets (Phase I and II). Scale 1"= 20'.
- Slope stabilization and wall plan & profiles sheets (Phase I). Scale 1" = 20'.
- Toe stabilization plan with typical sections and details (Phase I). Scale 1"=20'.
- Paving plan & profile sheets for street reconstruction (Phase II). Scale 1"= 20'.
- Drainage area maps to determine existing street capacities along Russell Creek Drive Scale (Phase II). 1"= 100'.
- Storm drain plan & profile sheets for storm improvements (Phase II). Scale 1"= 20'.
- Trail replacement and creek access plan (Phase II). Scale 1"=20'.
- Pedestrian Bridge Crossing plan and profile sheets and details. Scale 1"=20'
- Hardscape details (Phase II).
- Temporary pavement plan (Phase I). Scale 1" = 40'.
- Temporary planting plan (Phase I). Scale 1" = 40'.
- Planting plan and details (Phase II). Scale 1"=20'
- Construction erosion control plan sheet(s) (Phase I and II). Scale 1"= 40'.
- SWPPP Narrative sheet meeting TCEQ and City of Plano requirements (Phase I and II).
- Pavement marking plan sheets (Phase II). 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. Coordinate with affected utilities such as water, sewer, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare an outline list of special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost (Phase I and II).
5. Submit five (5) half size sets of preliminary plans, outline list of special technical specifications, Geotechnical investigation and preliminary statement of probable construction cost to the City departments for review.
6. Provide an electronic (PDF format) half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets, cross sections and SUE field sketches.
7. Submit preliminary Phase II plans for third party TDLR/TAS review. Submittal and review fees will be paid as reimbursable expenses.
8. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications, cost estimates and construction phasing.

C. Final Design (Phase I and II)

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Incorporate comments from TDLR/TAS review.
4. Finalize construction plans for proposed improvements.
5. Finalize special technical specifications and special conditions (if any).
6. Incorporate standard details into the construction plans and prepare additional details as required.
7. Take off final construction quantities and prepare pre-final construction cost estimates.
8. Submit five (5) half size sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
9. Provide an electronic (PDF format) half size set of pre-final utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets and SUE field sketches.
10. Incorporate City final comments into the plans and bid documents.
11. Submit an electronic copy of the corrected bid schedule and special technical specifications in MS Word format to the City for inclusion in the bid document. The City will provide the original unbound bid document to the Consultant for printing purposes.
12. Submit three (3) sets of final black line prints, three bound copies of the bid documents and one (1) unbound original bid document set to the City of Plano.

13. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

D. Structural Analysis

1. **Retaining Wall Design** - Final design and analysis of the Retaining Wall system will be provided by our structural sub-consultant. The analysis will include both global and local stability. Structural details for the retaining walls will be provided.
2. **Continuous Beam and Pier Design** - Final design and analysis of the continuous beam and piers system for the retaining wall foundation and global slope stability will be provided by our sub-consultant. Structural details specifications for the continuous beam and piers as well as any required tie-backs will be provided.
3. **Bridge Abutment Design** - Structural design of abutments for the Pedestrian Bridge crossing will be prepared by our sub-consultant. Structural details for the abutments will be provided.

SPECIAL SERVICES:

E. Design Survey – The design survey will supplement previous survey information provided in the Verdunity study, dated November 13, 2014 and the previous survey by PKCE. Supplemental survey work will include the necessary data for the pedestrian bridge crossing. **The Consultant will rely on this survey as being true and accurate in all respects and assume no liability for errors or conflicts that may arise as a result of inaccurate or incomplete information on said survey.** All survey work to be performed will be conducted according to the following criteria in a 50-foot corridor in the location of the proposed bridge and trail connection:

1. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, 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. OnCor Elec., Verizon Telephone, Atmos Gas, Etc.).
2. 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.
3. When underground utilities are exposed, tie to project control baseline.
4. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

F. Floodplain Hydraulic Analysis

1. Drainage analysis of Russell Creek will be conducted during the preliminary design phase to aid in the impacts of the proposed

improvements on the Russell Creek floodplain. The analysis will include preparation of the following:

- Update of the existing FEMA HEC-RAS hydraulic model with the proposed pedestrian bridge crossing
- A report documenting the drainage analysis and proposed impacts on Russell Creek
- Verification Survey of Pedestrian Bridge Construction
- Letter of Map Revision through FEMA.

G. Environmental Permitting

- 1. Permitting Assistance** – A Nationwide 13 (Bank Stabilization) permit with preconstruction notification will be required for toe stabilization within Russell Creek. Permitting assistance and coordination with the United States Army Corps of Engineers will be provided through our environmental sub-consultant
- 2. Archeological Intensive Pedestrian Survey** – The Cultural Resources Assessment determined that an Archeological Survey of the project site would be required to comply the Section 106 of the National Historic Preservation Act and the Antiquities Code of Texas. The survey shall be performed by our sub-consultant and include approximately ten (10) shovel test excavations up to one (1) meter deep. A Cultural Resources Report for the site, documenting the finding of the survey will be prepared.

H. Construction Monitoring

- 1.** Monitor the construction and installation of continuous beam, piers, retaining walls and bridge components based on the structural designs. Monitoring services will be provided by our structural sub-consultant on a daily basis, as requested by the CITY.
- 2.** Monitor the slope movement after the installation of the continuous beam, piers and retaining walls are constructed. The slope inclinometers will be installed by the contractor and monitored by our sub-consultant. The slope will be monitored for a two (2) month period after construction is completed.

I. Direct Expenses (Phase I and II)

Included in this item are usual and customary expenses normally incurred during performance of the services described above. These expenses could include FEMA submittal fees, courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

**EXHIBIT B
SCHEDULE OF WORK**

Activity	Duration Weeks (Month/Day)
Notice to Proceed	0 (4/18)
Conceptual Design	-
Preliminary Design	10 weeks (7/1)
City First Review	2 weeks (7/15)
Final Design & Preparation of Special Conditions and Technical Specifications	6 weeks (8/26)
City Second Review	2 weeks (9/9)
Revise Final Plans & Specifications	2 weeks (9/23)
City Final Review	1 week (9/30)
Phase I Construction	
Assemble Bid Documents (phase I)	1 week (10/7)
Advertise for Bids (phase I)	1 week (10/16)
Receive Bids	2 weeks (11/3)
Research Bidder(s) and Prepare Recommendation	1 week (11/10)
Prepare City Council Agenda	2 weeks (11/27)
Council Award	0 (11/28)
Prepare & Execute Contract	30 days (12/28)
Schedule Preconstruction Meeting	1 week (1/4)
Notice to Proceed	5 days (1/9)
Phase I Construction	16 Weeks (5/1)
Phase II Construction	
Monitoring of Slope Inclinometer	60 (7/1)
Assemble Bid Documents (phase II)	1 week (4/21)
Advertise for Bids (phase II)	1 week (4/30)
Receive Bids	2 weeks (5/18)
Research Bidder(s) and Prepare Recommendation	1 week (5/26)
Prepare City Council Agenda	2 weeks (6/12)
Council Award	0 (6/12)
Prepare & Execute Contract	30 (7/12)
Schedule Preconstruction Meeting	1 week (7/19)
Notice to Proceed	5 days (7/24)
Phase II Construction	16 weeks (11/16)

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

**EXHIBIT C
PAYMENT SCHEDULE**

WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
BASIC SERVICES	
A. Preliminary Design	\$82,638.00
B. Final Design	\$48,352.00
C. Structural Design	\$43,050.00
Total Additional Basic Services	\$174,040.00
SPECIAL SERVICES	
D. Design Survey	\$5,990.00
E. Floodplain Hydraulic Analysis	\$16,880.00
F. Environmental Permitting	\$14,245.00
G. Construction Monitoring	\$15,400.00
H. Direct Expenses	\$8,166.25
Total Additional Special Services	\$60,681.25
Total Additional Fee	\$234,721.25

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

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

A. No Prohibited Interest

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

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Pacheco Koch, LLC

By:

Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2016.

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:		4/25/2016		
Department:		Government Relations		
Department Head		Brandi Youngkin		
Agenda Coordinator (include phone #): Andrea Park x5113				
CAPTION				
<p>A Resolution of the City of Plano, Texas, directing Oncor Electric Delivery Company, LLC, to file certain information with the City of Plano, setting a procedural schedule for the gathering and review of necessary information in connection therewith, setting dates for the filing of the City's analysis of the company's filing and the company's rebuttal to such analysis, ratifying the hiring of legal counsel and consultants, reserving the right to require the reimbursement of the City of Plano's rate case expenses, setting a public hearing for the purposes of determining if the existing rates of Oncor Electric Delivery Company, LLC are unreasonable or in any way in violation of any provision of law and the determination by the City of Plano of just and reasonable rates to be charged by Oncor Electric Delivery Company, LLC, noting compliance with open meetings law, and providing notice of passage.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
<p>COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: A Resolution of the City of Plano , Texas, directing Oncor Electric Delivery Company, LLC, to file certain information with the City of Plano relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
A Resolution directing Oncor Electric Delivery Company, LLC to file certain information with the City of Plano.				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City of Plano, Texas, directing Oncor Electric Delivery Company, LLC, to file certain information with the City of Plano, setting a procedural schedule for the gathering and review of necessary information in connection therewith, setting dates for the filing of the City's analysis of the company's filing and the company's rebuttal to such analysis, ratifying the hiring of legal counsel and consultants, reserving the right to require the reimbursement of the City of Plano's rate case expenses, setting a public hearing for the purposes of determining if the existing rates of Oncor Electric Delivery Company, LLC are unreasonable or in any way in violation of any provision of law and the determination by the City of Plano of just and reasonable rates to be charged by Oncor Electric Delivery Company, LLC, noting compliance with open meetings law, and providing notice of passage.

WHEREAS, the City of Plano is a regulatory authority under the Public Utility Regulatory Act ("PURA") and has original jurisdiction over the rates of Oncor Electric Delivery Company, LLC ("Oncor") to determine if such rates are just and reasonable; and

WHEREAS, Sections 33.021, 36.003 and 36.151 of PURA empower a regulatory authority, on its own motion or on a complaint by any affected person, to determine whether the existing rates of any public utility for any service are unreasonable or in any way in violation of any provision of law, and upon such determination, to determine the just and reasonable rates; and

WHEREAS, the City of Plano has reason to believe that Oncor is over-earning and its rates are excessive; and

WHEREAS, the City of Plano is a member of the Steering Committee of Cities Served By Oncor; and

WHEREAS, the Executive Committee of the Steering Committee of Cities Served by Oncor has recommended that cities pass a Resolution that requires Oncor to show cause why its transmission and distribution rates should not be reduced; and

WHEREAS, the City of Plano, and the City Council of the City of Plano desires, on its own motion, to exercise its authority under Sections 33.021, 36.003 and 36.151 of PURA; and

WHEREAS, a procedural schedule should be established for the filing of certain information by Oncor, procedures to be followed to obtain and review information from Oncor, the filing of an analysis of such information by the City, the filing of rebuttal information from Oncor, and a public hearing at which time the City shall make a determination whether the existing rates of Oncor are unreasonable or are in any way in violation of any provision of law, and if such rates should be revised, and just and reasonable rates determined for Oncor.

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

Section I. This Resolution constitutes notice of the City's intent to proceed with an inquiry into the transmission and distribution rates charged by Oncor. On or before September 1, 2016, Oncor shall file with the City of Plano information that demonstrates good cause for showing that Oncor's transmission and distribution rates should not be reduced. Specifically, Oncor shall file with the City of Plano information for the test year beginning January 1, 2015 and ending December 31, 2015, regarding Oncor's cost of service elements, including, but not

limited to, the elements detailed by the Public Utility Commission as necessary for the filing of a Statement of Intent to Change Rates. The test year may be updated for more current data and shall be adjusted for known and measureable changes.

Section II. City's designated representatives shall have the right to obtain additional information from Oncor through the filing of requests for information, which shall be responded to within fifteen (15) days from the receipt of such request for information.

Section III. City's designated representatives shall file their analysis of Oncor's filing and information on or before October 13, 2016.

Section IV. Oncor shall file any rebuttal to the analysis of City's representatives on or before November 10, 2016. With its rebuttal, Oncor may present whatever additional information it desires to defend its current rates.

Section V. A public hearing shall be conducted by the City Council for the City of Plano during a regular council meeting scheduled between November 15 and December 15. At such hearing a representative of Oncor and a representative of the City of Plano's consultants will each be allowed to address the City Council and summarize previously filed reports for no more than 15 minutes. Based upon such hearing, a determination of the reasonableness of the existing rates of Oncor shall be made by the City Council and, if necessary, just and reasonable rates shall be determined to be thereafter observed and enforced for all services of Oncor within the City of Plano, Texas.

Section VI. The City Council may, from time to time, amend this procedural schedule and enter additional orders as may be necessary in the public interest and to enforce the provisions hereof.

Section VII. Subject to the right to terminate employment at any time, the City of Plano hereby ratifies the Steering Committee's selection of Geoffrey Gay with the law firm of Lloyd, Gosselink, Rochelle & Townsend as legal counsel to assist the City of Plano in its ratemaking and to prosecute any appeals to the Texas Public Utility Commission or court. The Executive Committee of the Steering Committee of Cities Served by Oncor shall retain appropriate consultants to prepare a report and make rate recommendations.

Section VIII. Fees and expenses of attorneys and consultants assisting the City in the Steering Committee's review of the reasonableness of Oncor's rates will be processed through the Steering Committee but the City reserves the right to seek reimbursement from Oncor pursuant to the PURA Section 33.023.

Section IX. That it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given all as required by Section 551.041, Texas Government Code.

Section X. That a copy of this Resolution shall be sent to E. Allen Nye, Jr., Senior Vice President, General Counsel and Secretary, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, and to Geoffrey Gay, General Counsel to the Steering Committee of Cities Served by Oncor, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

DULY PASSED AND APPROVED on this the 25th day of April, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		April 25, 2016		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): Tammy Stuckey, ext 7156				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 6.5± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the northwest corner of G Avenue and 13th/14th Connector in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-123-Downtown Business/Government; 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: Plano Housing Corporation</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Amending the Comprehensive Zoning Ordinance relates to the City's goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
<p>At the April 11, 2016 meeting, City Council voted 4-2 in support of Zoning Case 2016-004 expanding PD-123-BG district with additional stipulations. Staff and the developer worked to develop an additional stipulation, based on direction from City Council on April 11, 2016, which will provide a defined buffer adjacent to the residence along 13th/14th Connector. The Ordinance is a result of the zoning case approval.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Ordinance		Planning & Zoning Commission		

Zoning Case 2016-004

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 6.5± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the northwest corner of G Avenue and 13th/14th Connector in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-123-Downtown Business/Government; 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 11th day of April, 2016, for the purpose of considering rezoning 6.5± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the northwest corner of G Avenue and 13th/14th Connector in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-123-Downtown Business/Government; 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 11th day of April, 2016; 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. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 6.5± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the northwest corner of G Avenue and 13th/14th Connector in the City of Plano, Collin County, Texas, from Corridor Commercial to Planned Development-123-Downtown Business/Government, 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 Downtown Business/Government (BG) zoning district unless otherwise specified herein.

General Provisions of the Planned Development:

1. Three and 4-story multifamily uses shall be exempt from the minimum 200-foot setback requirement from single-family and two-family residential zoning districts.
2. Multifamily uses shall be exempt from Section 15.800 (Multifamily Residence).
3. Multifamily uses shall be set back a minimum of 400 feet from the centerline of U.S. Highway 75. Residential structures within 750 feet of the centerline of U.S. Highway 75 shall be screened by a minimum 10-foot wide landscape buffer with evergreen shrubs used to create at least an 8-foot tall solid screen within 2 years of their installation, placed between any building and the western property line.
4. A minimum 15-foot setback is required from Plano Original Donation, Block 28, Lot 5I where structures are adjacent. A landscape buffer and 6-foot tall solid fence shall be maintained within the setback.

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 25TH DAY OF APRIL, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2016-004

Being all of Lot 2R, Block 1, final replat of Millennium Addition, an addition to the City of Plano, Collin County, Texas and all of Lots 10C, 10D, 11A, 11B, 11C, 12A, 12C, 12D and a portion of Lot 12B, Block 10, J.F. Kendrick 1st Addition, an addition to the City of Plano, Collin County, Texas as recorded in Volume 23, Page 494 of the Collin County Deed Records and a portion of "F" Avenue (to be vacated). Being a part of the Joseph Klepper Survey, Abstract No. 213 and being more particularly described as follows:

Beginning at a point in the east right-of-way line of "F" Avenue, south 66.67 feet from the south right-of-way line of 14th Street; thence with the south line of Lot 10A and the north line of Lot 10C, Block 10, J.F. Kendrick 1st Addition, South 89°34'04" East a distance of 85.96 feet to a point on the west line of Lot 10E;

Thence with the east line of Lot 10C and the west line of Lot 10E, South 00°30'24" East a distance of 65.25 feet to a point on the north line of Lot 10D;

Thence with the north line of Lot 10D and the south line of Lot 10E, North 89°29'36" East a distance of 58.47 feet to a point on the west line of Lot 10B;

Thence with the east line of Lot 10D and the west line of Lot 10B, South 00°00'00" East a distance of 67.57 feet to a point on the north line of Lot 11B and the south line of Lot 10B;

Thence with the north line of Lot 11B and the south line of Lot 10B, North 90°00'00" East a distance of 70.16 feet to a point at the northeast corner of Lot 11B and the northwest corner of Lot 12D;

Thence with the north line of Lot 12D and the south line of Lot 9A, North 90°00'00" East a distance of 204.34 feet to a point at the northeast corner of Lot 12D being on the west right-of-way of 13th and 14th Street Connector;

Thence with the northeast corner of Lot 12D and the west right-of-way line of G Avenue, North 90°00'00" East a distance of 26.22 feet to the centerline of the right-of-way of G Avenue.

Thence with the centerline of G Avenue, South 00°00'00" East a distance of 54.22 feet to the intersection of the right-of-way centerline of G Avenue and the 14th Street and the centerline right-of-way of 13th and 14th Street Connector (a variable width right-of-way).

Thence with the centerline right-of-way of 13th and 14th Street Connector, 54.80 feet along the arc of said curve to the left, having a radius of 102.09 feet, a central angle of 30°45'31" and a chord bearing North 32°02'22" East a distance of 54.15 feet to the point of tangency.

Thence with the centerline right-of-way of 13th and 14th Street Connector, South 43°02'19" West a distance of 168.32 feet along the centerline right-of-way of 13th and 14th Street Connector to the point of curvature to the left.

Thence with the centerline right-of-way of 13th and 14th Street Connector, 333.42 feet along the arc of said curve to the right, having a radius of 436.83 feet, a central angle of 43°43'56" and a chord bearing South 64°54'18" West a distance of 325.39 feet to the point of tangency.

Thence with the centerline right-of-way of 13th and 14th Street Connector, South 87°50'14" West a distance of 73.99 feet along the centerline right-of-way of 13th and 14th Street Connector to the point of tangency to the left.

Thence with the centerline right-of-way of 13th and 14th Street Connector, South 89°51'12" West a distance of 71.92 feet along the centerline right-of-way of 13th and 14th Street Connector to the point of tangency to the left.

Thence with the centerline right-of-way of 13th and 14th Street Connector, North 00°50'21" West a distance of 32.66 feet to a point on the southeast corner of Lot 51 Block 28 Silerio L. Ray.

Thence departing said north right-of-way line North 00°50'21" West a distance of 72.74 feet to a point;

Thence North 89°59'21" West a distance of 68.00 feet to a point;

Thence South 00°50'21" East a distance of 72.93 feet to a point on the north right-of-way line of 13th Street;

Thence South 00°50'21" East a distance of 30.79 feet to a point on the centerline right-of-way line of 13th Street;

Thence with said centerline right-of-way line of 13th Street South 89°51'12" West a distance of 67.99 feet to a point;

Thence North 00°50'25" West a distance of 30.79 feet to a point being the southwest corner of said Lot 2R, Block 1, Millennium Addition and the southeast corner of Lot 1R, Block 1, Millennium Addition;

Thence with the west line of said Lot 2R and the east line of Lot 1R, North 00°50'25" West a distance of 237.38 feet to a point being the northeast corner of Lot 1R, Block 1, Millennium Addition;

Thence with the north line of Lot 1R, South 87°23'00" West a distance of 262.18 feet to a point on the east right-of-way line of U.S. Highway No. 75 and being the point of curvature of a non-tangent curve to the left;

Thence with the east right-of-way line of U.S. Highway No 75, South 87°23'00" West a distance of 33.09 feet to a point on the centerline of the northbound frontage road of U.S. Highway No 75 and being the point of curvature of a non-tangent curve to the left;

Thence with said centerline right-of-way line of U.S. Highway No. 75, 30.61 feet along the arc of said curve to the left, having a radius of 6,646.31 feet, a central angle of 00°15'50" and a chord bearing North 13°06'19" West a distance of 30.62 feet to a point;

Thence departing said centerline right-of-way line of U.S. Highway No. 75, North 87°23'00" East a distance of 33.06 feet to a point on the east right-of-way line of U.S. Highway No. 75;

Thence departing said east right-of-way line of U.S. Highway No. 75, North 87°23'00" East a distance of 268.69 feet to a point;

Thence North 00°50'25" West a distance of 256.04 feet to a point on the south right-of-way line of 14th Street;

Thence North 00°50'25" West a distance of 25.31 feet to a point on the centerline right-of-way line of 14th Street;

Thence with the centerline right-of-way of 14th Street, South 89°53'51" East a distance of 142.13 feet to a point;

Thence with the centerline right-of-way of 14th Street, South 00°22'04" East a distance of 25.31 feet to a point on the south right-of-way line of 14th Street;

Thence departing said south right-of-way line of 14th Street, South 00°22'04" East a distance of 105.01 feet to a point;

Thence South 89°53'51" East passing a concrete monument at 89.96 feet on the west right-of-way line of "F" Avenue (City of Plano coordinates: North 492,554.4833, East 2,243,244.6576) for a total distance of 99.92 feet to a point on the west right-of-way line of "F" Avenue;

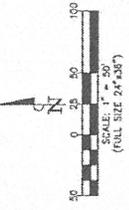
Thence with the west right-of-way line of F Avenue, North 00°00'00" East a distance of 113.05 feet to a point on the south right-of-way line of 14th Street;

Thence with the south right-of-way line of 14th Street, North 00°00'00" East a distance of 15.92 feet to a point on the centerline right-of-way line of 14th Street;

Thence with the centerline of right-of-way of 14th Street, South 89°53'51" East a distance of 40.07 feet to a point being the projection of the east right-of-way of "F" Avenue;

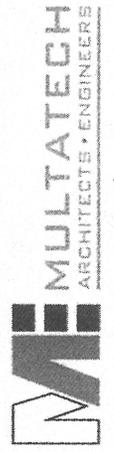
Thence from the centerline right-of-way line of 14th Street, South 00°00'00" East a distance of 16.81 feet to a point on the south right-of-way line of 14th Street;

Thence with the south right-of-way of 14th Street and the east right-of-way of "F" Avenue, South 00°00'00" East a distance of 65.36 feet to the POINT OF BEGINNING and CONTAINING 6.48 acres or 283,878.8716 square feet of land.

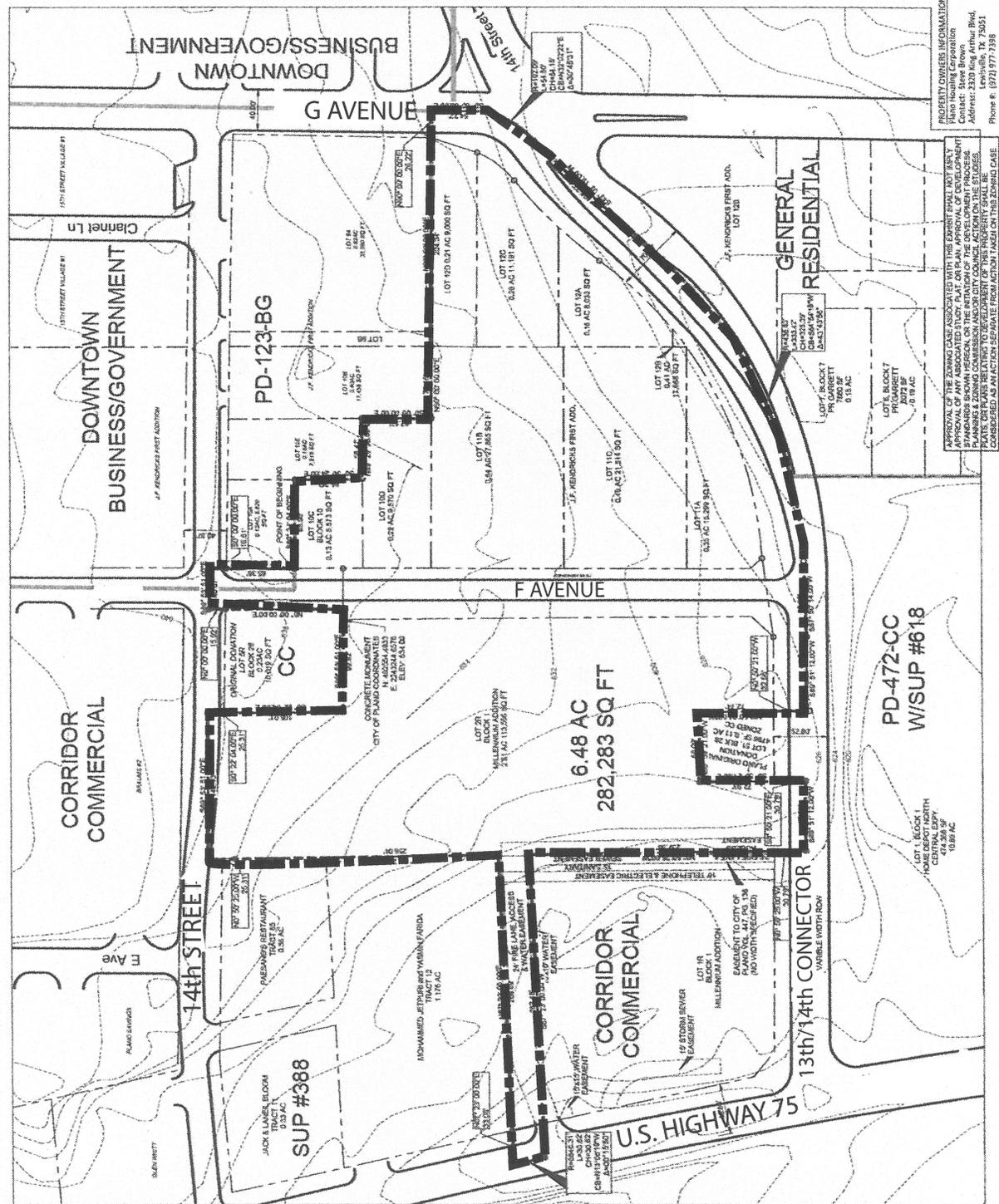


- PLANNED DEVELOPMENT STIPULATIONS:
1. NO PERIMETER FENCING OR GATES.
 2. LANDSCAPING, LIGHTING, AND SIDEWALKS ARE REQUIRED ALONG 13TH/14TH CONNECTOR.
 3. MORE PUBLIC ART VISIBLE FROM THE ADJACENT ROW.

ZONING EXHIBIT
ARTIST LOFTS
BLOCK A, LOT 1
 ALL OF LOTS 10C, 10D, 11A, 11B, 11C, 12A, 12C, 12D & A PORTION OF 12, BLOCK 10, J. F. KENDRICKS 1st ADD. & LOT 9R, BLOCK 1, MILLENNIUM ADD.
 JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213
 GROSS ACREAGE: 6.48 AC
 CITY OF PLANO, COLLIN COUNTY, TEXAS
 March 14, 2018



2021 WEST 7TH STREET SUITE 400
 FORT WORTH, TEXAS 76107



PROPERTY OWNERS INFORMATION
 Hano Housing Corporation
 Contact: Steve Brown
 Address: 2329 King Arthur Blvd.
 Dallas, TX 75228
 Phone #: (972) 977-7388

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT BE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE CITY OF PLANO PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON THE STUDIES PRESENTED HEREIN SHALL BE THE FINAL DETERMINATION. THE CITY OF PLANO WILL BE CONSIDERED AN ACTION SEPARATE FROM ANY ACTION TAKEN ON THIS ZONING CASE.



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:	4/25/16			
Department:	Engineering			
Department Head	B. Caleb Thornhill			
Project	Legacy-Central Addition, Blk A, Lot 2 #6434			
Agenda Coordinator (include phone #): Kathleen Schonke X-7198				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City in and to that certain Right-of-Way, subject to retaining a Utility Easement, being a 0.507141 acre tract of land out of the Daniel Rowlett Survey, Abstract No. 738, in the City of Plano, Texas, said 0.507141 acre tract also being part of a variable width public Right-of-Way, dedicated to the City of Plano, Texas per street dedication plat called Wagner Way-Carpenter Road-Chase Oaks Boulevard-Stadium Drive Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet F, Slide 29, of the plat records of Collin County, Texas; quitclaiming all right, title and interest of the City in such Right-of-Way to the owner of the property underlying the Right-of-Way, Legacy Central, LLC, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to this Right-of-Way relates to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.				
SUMMARY OF ITEM				
<p>The section of US 75 north of Spring Creek Parkway is currently under construction by TxDOT. As a part of this project, TxDOT has modified the interchange on the west side of US 75 at Legacy Drive. This modification removed the southbound to westbound connector roadway and now the southbound to westbound traffic goes through the traffic signal, making a right turn to get onto westbound Legacy Drive. The land rights associated with the connector were originally dedicated to the City for public use by a plat filed in 1984. There is no longer a public need for the street easement where the connector roadway has been removed. This ordinance abandons the right-of-way, thereby allowing the area to be returned to the adjacent property owner to be incorporated into a potential development project.</p> <p>https://www.google.com/maps/@33.0665926,-96.6907213,297m/data=!3m1!1e3</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map Ordinance Petition for Abandonment			N/A	

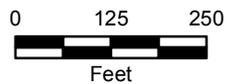


Project Location

LEGACY DR

CENTRAL EXPY

K AVE



City of Plano GIS Division
April, 2016

Legacy - Central Addition Project # 6434

Project Location



An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City in and to that certain Right-of-Way, subject to retaining a Utility Easement, being a 0.507141 acre tract of land out of the Daniel Rowlett Survey, Abstract No. 738, in the City of Plano, Texas, said 0.507141 acre tract also being part of a variable width public Right-of-Way, dedicated to the City of Plano, Texas per street dedication plat called Wagner Way-Carpenter Road-Chase Oaks Boulevard-Stadium Drive Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet F, Slide 29, of the plat records of Collin County, Texas; quitclaiming all right, title and interest of the City in such Right-of-Way to the owner of the property underlying the Right-of-Way, Legacy Central, LLC, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City, in and to that certain Right-of-Way, subject to retaining a Utility Easement, recorded in Cabinet F, Slide 29, of the plat records of Collin County, Texas (hereinafter called "ROW") being situated in the Daniel Rowlett Survey, Abstract No. 738, which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference; and

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

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

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

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

Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the ROW. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the ROW.

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

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

DULY PASSED AND APPROVED this the 25th day of April, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT "A"

PETITION FOR ABANDONMENT

[For Right-of-Way Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting **ABANDONED FEEDER ROAD AT THE NWC OF US 75 & LEGACY DRIVE** (hereinafter called "Right-of-Way"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Right-of-Way.

1. The Owners are requesting the abandonment of the Right-of-Way for the following reasons:

New development

2. The following public interest will be served as a result of the abandonment:

Allow for new development

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

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

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

100% Legacy Central LLC

- ~~8. Owners shall also prepare a map or drawing showing the Right-of-Way to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "C"**.~~
- ~~9. Abutting property owners have signed letters indicating their support of the right-of-way abandonment. These are attached hereto and incorporated herein as **Exhibit "D"**.~~

[Reminder of page blank]

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

Legacy Central LLC

Typed Name of Owner

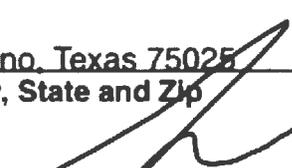
7801 Alma Drive 105343

Address

Plano, Texas 75025

City, State and Zip

Dated: 11/11/15



Signature of Owner

Contact Person for Property Owners:

Name: Michael Shea

Phone No: 214-908-1811

EXHIBIT "A-1"

(LEGAL DESCRIPTION)

BEING A 0.507141 ACRE TRACT OF LAND OUT OF THE DANIEL ROWLETT SURVEY, ABSTRACT NUMBER 738, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, SAID 0.507141 ACRE TRACT ALSO BEING PART OF A VARIABLE WIDTH PUBLIC RIGHT OF WAY, DEDICATED TO THE CITY OF PLANO, TEXAS, PER STREET DEDICATION PLAT CALLED, WAGNER WAY-CARPENTER ROAD-CHASE OAKS BOULEVARD-STADIUM DRIVE ADDITION, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET F, SLIDE 29, OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHEAST RIGHT OF WAY LINE OF LEGACY DRIVE (FORMERLY CARPENTER ROAD), (A 110 FOOT RIGHT OF WAY, AT THIS POINT), SAID POINT IN SAID NORTHEAST RIGHT OF WAY LINE, ALSO BEING THE MOST SOUTH CORNER OF LEGACY-CENTRAL ADDITION, BLOCK A, LOT 1, AS RECORDED IN CABINET K, SLIDE 338, OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING A CORNER OF CONVEYANCE PLAT CALLED LEGACY-CENTRAL ADDITION, BLOCK A, LOT 2, AS RECORDED IN INSTRUMENT NUMBER 20130628010002030, OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS. AN DISC MONUMENT FOUND. THENCE SOUTH 52°51'51" EAST, ALONG SAID NORTHEAST RIGHT OF WAY LINE OF LEGACY DRIVE (FORMERLY CARPENTER ROAD), A DISTANCE OF 137.11 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS BEARING OF NORTH 37°08'09" EAST, A CENTRAL ANGLE OF 58°15'01", A RADIUS OF 374.50 FEET, A CHORD DISTANCE OF 364.55 FEET, A CHORD BEARING OF SOUTH 81°59'22" EAST, AN 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTHEASTERLY, ALONG SAID TANGENT CURVE TO THE LEFT, ALSO ALONG A CURVED PUBLIC RIGHT OF WAY LINE OF LEGACY DRIVE (FORMERLY CARPENTER ROAD), AN ARC DISTANCE OF 380.74 FEET TO A POINT BEING A CORNER OF SAID LOT 2, AN 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 68°53'08" EAST, CONTINUING ALONG A PUBLIC RIGHT OF WAY LINE OF LEGACY DRIVE (FORMERLY CARPENTER ROAD), A DISTANCE OF 54.49 FEET TO A POINT, AN 1/2 INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 36°59'57" WEST, LEAVING SAID PUBLIC RIGHT OF WAY LINE OF SAID LEGACY DRIVE (FORMERLY CARPENTER ROAD), A DISTANCE OF 185.68 FEET TO A POINT BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS BEARING OF NORTH 53°00'03" WEST, A CENTRAL ANGLE OF 90°08'12", A RADIUS OF 38.00 FEET, A CHORD OF 53.80 FEET, A CHORD BEARING OF SOUTH 82°04'03" WEST, AN 1/2 INCH IRON ROD SET FOR CORNER;

THENCE SOUTHWESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 59.78 FEET TO A POINT, AN 1/2 INCH IRON ROD SET FOR CORNER;

THENCE NORTH 52°51'51" WEST, A DISTANCE OF 309.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 22,091 SQUARE FEET OR 0.507141 ACRES OF LAND.

THE PLAT HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY SURVEY ON THE GROUND, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED BY THE PLAT; THE SIZE, LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY, SET BACK FROM PROPERTY LINES THE DISTANCE INDICATED, AND THAT THE DISTANCE TO THE NEAREST INTERSECTING STREET OR ROAD IS AS SHOWN. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN.



PAGE 1 OF 2

DATE : 2/9/2016
CLIENT : M. SHEA
JOB NO. : 2016-0008

OLIVER SURVEYORS
L.S. FIRM NO. 10112800
P.O. BOX 181626
DALLAS, TX 75218
TEL: 214-327-9773
OLIVER@OLIVERSURVEYORS.COM
OLIVERSURVEYORS.COM

T.G. OLIVER, III
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 3901

EXHIBIT "A-1"

(NOTE:)

(1.) BASIS OF BEARINGS IS THE NORTHEAST LINE OF LEGACY DRIVE, BEING (SOUTH 52°51'51" EAST), PER CONVEYANCE PLAT LEGACY-CENTRAL ADDITION, LOT 2, BLOCK A, AS RECORDED IN INSTRUMENT NUMBER 20130628010002030, OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS.

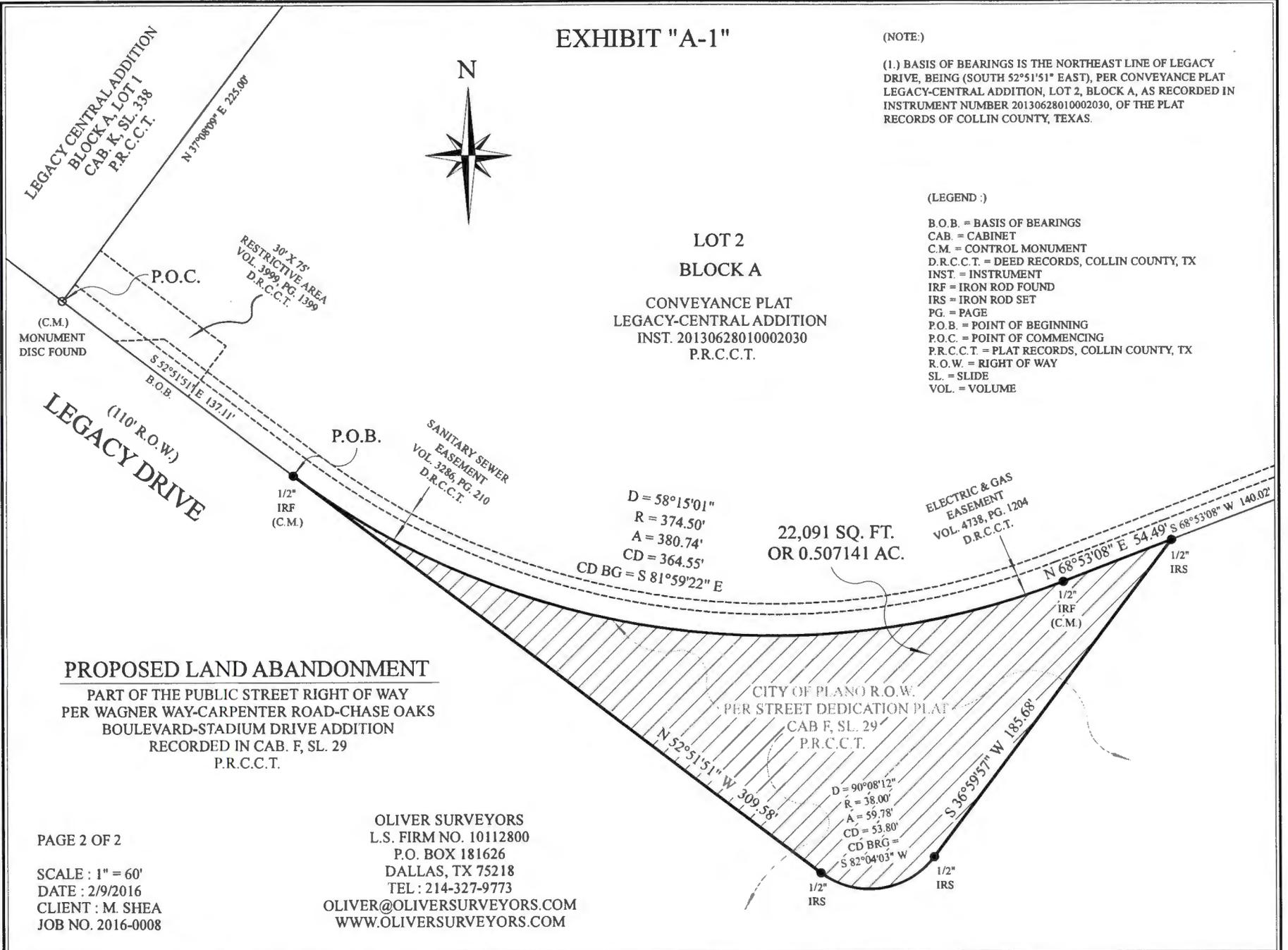
(LEGEND :)

- B.O.B. = BASIS OF BEARINGS
- CAB. = CABINET
- C.M. = CONTROL MONUMENT
- D.R.C.C.T. = DEED RECORDS, COLLIN COUNTY, TX
- INST. = INSTRUMENT
- IRF = IRON ROD FOUND
- IRS = IRON ROD SET
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- P.R.C.C.T. = PLAT RECORDS, COLLIN COUNTY, TX
- R.O.W. = RIGHT OF WAY
- SL. = SLIDE
- VOL. = VOLUME



LOT 2 BLOCK A

CONVEYANCE PLAT
LEGACY-CENTRAL ADDITION
INST. 20130628010002030
P.R.C.C.T.

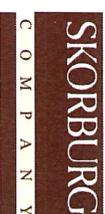




CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		April 25, 2016		
Department:	Planning			
Department Head	Christina Day			
Agenda Coordinator (include phone #): Tammy Stuckey, ext 7156				
CAPTION				
Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2015-29 – Request to rezone 9.4± acres located at the northwest and southwest corners of McDermott Road and Robinson Road from Neighborhood Office to Single-Family Residence Attached. Zoned Neighborhood Office. Applicant: Razor & 121 LP Tabled April 11, 2016.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Holding a Public Hearing for a request for rezoning relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
At its February 15, 2016 meeting, the Planning & Zoning Commission denied this request by a vote of 8-0. The applicant has appealed the Commission's denial. A super majority, or 6 of the 8 City Council members, is required for approval of this request. Tabled at the April 11, 2016, 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				
Frisco ISD Letter				
Concept Plan				

Skorburg Company
8214 Westchester Dr., Ste. 710
Dallas, TX 75225
Phone: 214/522-4945
Fax: 214/522-7244



February 24, 2016

City of Plano

Attn: Ross Altobelli
1520 K Avenue
Plano, Texas 75086

Re: Concept Plan and Zoning Appeal for ZC 2015-29 – The Preserve at Legacy Trail

Mr. Altobelli,

We request to appeal the decision voted on by the Planning and Zoning Commission on February 15, 2016 regarding the Concept Plan and Zoning for ZC 2015-29 (The Preserve at Legacy Trail). We would like to continue to work with the City of Plano Staff, City Council, and the citizens regarding the proposed project. We request to be on the agenda for the April 11, 2016 City Council Meeting for both the Concept Plan and Zoning.

Cordially Yours,

A handwritten signature in blue ink, appearing to read "Adam Buezek", written over a light blue horizontal line.

Adam J. Buezek
Development Partner

Recommendation of the Planning & Zoning Commission
Second Vice Chairman's Report
Zoning Case 2015-29
February 15, 2016

Zoning Case 2015-29: Agenda Item No. 1A and 1B – Public Hearing. Items heard together, but voted on separately. All commissioners were present.

Staff Recommendation: Staff recommended for approval with restrictions.

Comments from the Applicant:

- A preliminary flood study was completed and confirms that 35 lots can be developed on the North tract.
- Tubular steel fencing will be placed along McDermott and a portion of the east side of North Robinson Drive.
- All SFA standards will be met or exceeded.
- Developer has an agreement with the Parks Department to sell the 20.2 acres of park land to the City contingent upon the approval of zoning as requested and purchase of the property for the extension of Legacy Trail.
- Allows for the expansion of Legacy trail system through the property.
- When asked by the Commission if the applicant had reached out to nearby residents, the applicant said no meetings had taken place between the applicant and area residents at the time of the Planning and Zoning Commission Meeting, but the applicant would be open to meeting with area residents to discuss concerns.
- Other than the park and the trail, no additional amenities will be added to the development.
- Residential development will bring less traffic to the area than an office development or retail based on the Engineering traffic study.
- The price per square foot of the homes will be high and will bring surrounding home values up.

Comments from Citizens:

- The traffic in the area is already bad.
- The highest and best use for the land is as park land because it's a beautiful piece of property.
- Multiple apartment complexes and townhomes have gone up in this area over the last several years and more will bring down home values.
- The intersection of McDermott and Robinson Rd. is already very challenging to make a left turn at.
- Residents may turn right on Robinson Rd. and take it all the way to Hedgecoxe or cut through the neighborhood as a shortcut since access onto McDermott is challenging.
- Schools are at or over capacity in the area.
- Flooding of the creek is a problem.

Comments from the Commission In Support of Denial:

- The citizens have many valid concerns that need to be listened to.
- Tract 1 may be doable, but Tract 2 shouldn't be rezoned before the Engineering study is completed.
- Flooding of the creek and high water is a concern.

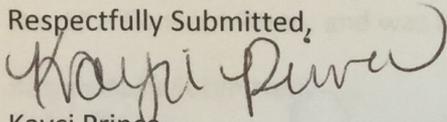
- Tract 1 may be a feasible location for residential, but Tract 2 should not be rezoned at this time.
- Even if the developer is able to reclaim the flood plain in Tract 2, the development would be isolated.
- Traffic is a concern with the entry points on Tract 1.
- Based on the Future Land Use Map, residential isn't the best use of the land.
- The area already has a high amount of density, and the area doesn't need additional density.

A motion was made for the denial of Zoning Case 2015-29, item 1A. Motion for Denial was approved by the Commission 8 votes to 0.

Zoning Case 2015-29 Agenda Item No. 1B – Concept Plan

This Concept plan application is contingent upon approval of Zoning Case 2015-29 (Agenda item No 1A). Since Zoning Case 2015-29 was denied, a motion was made for Denial of the Case 2015-20 Agenda Item No. 1B – Concept Plan, and was approved by the Commission 8 votes to 0.

Respectfully Submitted,



Kayci Prince

Second Vice-Chair

Planning & Zoning Commission

DATE: February 15, 2016
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of February 15, 2016

**AGENDA ITEM NO. 1A - PUBLIC HEARING
ZONING CASE 2015-29
APPLICANT: RASOR & 121 LP**

Request to rezone 9.4± acres located at the northwest and southwest corners of McDermott Road and Robinson Road from Neighborhood Office to Planned Development-Single-Family Residence Attached. Zoned Neighborhood Office. Neighborhoods #1 & #4.

APPROVED: _____ **DENIED:** 8-0 **TABLED:** _____

Letters Received Within 200 Foot Notice Area: **Support:** 1 **Oppose:** 8 **Neutral:** 0

Letters Received Outside 200 Foot Notice Area: **Support** 0 **Oppose:** 45 **Neutral:** 0

Petition(s) Received: 1 **# Of Signatures:** 25

STIPULATIONS:

Denied.

RA/amf

xc: John C. Frankln, Rasor & 121 LP
Noah Flabiano, Skorburg Company
Wayne Snell, Permit Services Manger

<https://goo.gl/maps/TqJSwgewuWC2>

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 15, 2016

Agenda Item No. 1A

Public Hearing: Zoning Case 2015-29

Applicant: Razor & 121 LP

DESCRIPTION:

Request to rezone 9.4± acres located at the northwest and southwest corners of McDermott Road and Robinson Road **from** Neighborhood Office **to** Planned Development-Single-Family Residence Attached. Zoned Neighborhood Office.

REMARKS:

The purpose of this request is to rezone the subject property from Neighborhood Office (O-1) to Planned Development-Single-Family Residence Attached (PD-SF-A). The O-1 district is intended to provide for low-rise, garden-type office development providing professional, medical, and other office services to residents in adjacent neighborhoods. O-1 districts shall have principal access to major thoroughfares and may serve as an area of transition between residential and high-intensity nonresidential uses.

A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions. The SF-A district is intended to provide for a variety of residential housing types and densities in medium density range (five-ten units/acre) on individually-platted lots or multiple units on a single lot.

A concept plan, The Preserve at Legacy Trail, accompanies this request as Agenda Item 1B.

Surrounding Land Use and Zoning

The area of the request is currently undeveloped and includes two tracts as defined on the attached zoning exhibit. Tract 1 contains 3.8± acres located at the southwest corner of McDermott Road and Robinson Road, and Tract 2 contains 4.6± acres located at the northwest corner of McDermott Road and Robinson Road.

To the east of Tract 1, across Robinson Road, are existing residences zoned Planned Development-102-Single-Family Residence Attached (PD-102-SF-A). To the south is

City of Plano park land zoned Single-Family Residence-9 (SF-9). To the west, the property is zoned O-1 and is undeveloped property within a floodplain. To the north, across McDermott Road, the undeveloped property is zoned O-1 and is part of this zoning case.

To the east of Tract 2, across future Robinson Road, is an existing electrical substation zoned Agricultural (A), and an existing single-family residence attached subdivision zoned Planned Development-38-Multifamily Residence-2. To the south, across McDermott Road, the property is zoned O-1 and is part of this zoning case. To the north and west, the property is zoned O-1 and is undeveloped property.

Proposed Development Stipulations

The requested zoning is PD-SF-A. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone to PD-SF-A to allow for townhome residences.

Design Standards - The language in the proposed PD district establishes a minimum number of units within Tract 2.

Restrictions - Residential development is permitted north of McDermott Road only if a minimum of 25 lots are provided.

Conformance to the Plano Tomorrow Comprehensive Plan

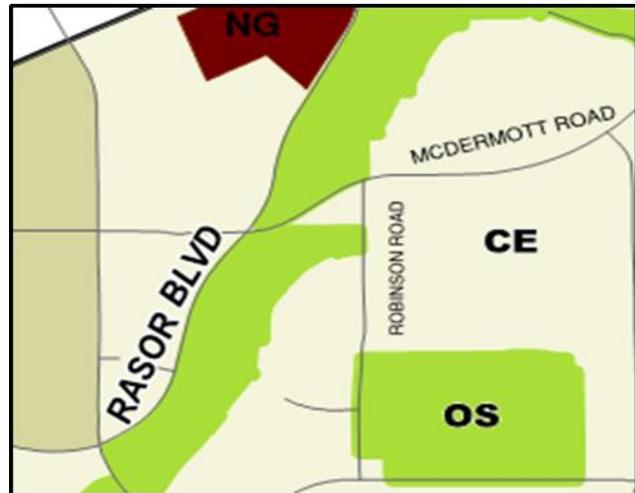
Future Land Use Map - The Future Land Use Map designates the northern tract of this request as Open Space Network (OSN) and the southern tract as Neighborhood (N). The OSN areas include major public open space preserves, community parks, neighborhood parks, linear parks, and trails. These areas are intended to retain their character to provide regional recreation and leisure opportunities. The N future land use category consists primarily of residential areas focused on sustaining a high quality of life through clear, well maintained infrastructure, housing, open space, schools, and limited service/ institutional uses. Single-family residential should remain the primary use within neighborhoods. It is the intention to preserve and enhance these uses and to regulate the design of new residential infill products to be within the context of the surrounding environment. The requested zoning for Tract 1 is consistent with N future land use designation.



Tract 2 is identified as OSN due to the significant amount of floodplain and the designation of the property as future park land. The applicant is creating a Flood Study

which will be reviewed by the Engineering Department in order to reclaim a portion of the floodplain for development. Although this request differs from the intent of the OSN designation, the applicant will be coordinating with the Parks Department to construct streets adjacent to and within a portion of the park land which will allow public access and parking to serve future park functions. Furthermore, there is a complementary relationship between uses within the OSN and N categories. Parks and open space provide recreational and social opportunities for adjoining neighborhoods, while neighborhoods support improved pedestrian and vehicle access to parks and open space. For these reasons, staff believes that the introduction of a limited number of residences will support the OSN designation of Tract 2.

Growth and Change Map - The Growth and Change Map designates the northern tract of this request as Open and Social Space (OS), and the southern tract as Conserve and Enhance (CE). The OS is classified as areas that are expected to remain open and social space uses, such as nature preserves, parks, country clubs, and institutional uses, but will improve to meet the changing leisure, recreation, and social desires of the community. The CE areas are expected to retain the current form of development, but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.



Tract 1 is in conformance with the CE designation as there are existing single-family residence attached uses in the general area. Although Tract 2 is inconsistent with the OS classification, the applicant is working with the Parks department to provide access to future park improvements as designated within the Park Master Plan. The development will make the park more accessible to the public, through infrastructure development.

Undeveloped Land Policy - The Plano Tomorrow Undeveloped Land policy states: “Plano will reserve its remaining undeveloped land for high quality development with distinctive character, emphasizing businesses offering highly skilled employment and limited housing and retail uses except when integrated into compact complete centers to ensure adequate land for projected employment growth.” The subject properties are small and uniquely shaped with residential zoning and development on the south and east sides. Staff does not believe the properties are sized appropriately for significant employment generating development. Furthermore, the Undeveloped Land Policy recommends that the city situate new housing growth adjacent to existing residential neighborhoods. The proposed townhomes will continue the form of development already established in the general area. For these reasons, staff believes the request is in conformance with this policy.

Neighborhood Conservation Policy - The Plano Tomorrow Neighborhood Conservation policy states: “Plano will conserve and enhance established residential neighborhoods through city programs, initiatives, and regulations that support neighborhood identity and ensure safe, walkable communities; and preserve the

suburban form that contributes to the overall character and livability of the neighborhoods.” This request continues the development pattern of the existing residential neighborhoods in the general area. Furthermore, the proposed zoning is more consistent with residential neighborhoods than the existing O-1 zoning. This request is in conformance with the Neighborhood Conservation Policy.

Land Use Policy - The Land use Policy states that Plano will provide greater housing choices while respecting existing neighborhoods. Additional residential uses on the subject properties are consistent with this policy.

Pedestrian Environment Policy - The Plano Tomorrow Pedestrian Environment policy states: “Plano will pursue a universally accessible and well-connected pedestrian system that promotes walkability, improves navigation of major thoroughfares, and encourages connections between residential areas and neighborhood centers.” The properties to the south and west of Tract 1, and north and west of Tract 2 are identified in the Park Master Plan as part of the future Legacy Greenbelt, an area that will function as a linear park and regional trail connection. These areas will remain as open space, expanding the linear park system as planned for the extension of Legacy Trail, which will retain their character, provide for regional recreation and leisure opportunities as well as meet the social desires of the community. Additionally, the Subdivision Ordinance requires developers to locate streets adjacent to current and future park land to provide community access as well as public parking. The applicant’s associated concept plan shows 60-foot streets on the south side of Tract 1 and the north side of Tract 2 for this purpose. The public streets will also provide physical connections to the future park trail systems.

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.

School Capacity - Frisco Independent School District has provided a letter regarding school capacity which staff has included as an attachment.

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 property is located within the Parr and Davis Library service areas. Parr Library has capacity to serve additional resident while Davis Library is at capacity. Residents in this development will be served by private open space and will have access to the future extension of Legacy Trail both north and south as identified on the Park Master Plan.

ISSUES:

Residential Use

Tract 1 is adjacent to existing single-family subdivisions located on the south and east, and future park land on the west. It is also designated as Neighborhood within the future land use map. Additional townhome residences will expand the existing residential neighborhood context in the general area, and provide community access to city park land via public street connections.

Tract 2 is located immediately adjacent to an electrical substation to the east, with residences located further east, and future park land to the north and west. Initially, staff was concerned that the amount of floodplain on the property would not allow for a significant number of lots to be established, creating an isolated residential development. In order to ensure an adequate residential presence within Tract 2, the applicant is proposing a PD stipulation which requires 25 residential lots to be accommodated. The applicant will be submitting a flood study to be approved by the Engineering Department in order to verify that portions of the floodplain can be reclaimed for development. If the applicant is unsuccessful in establishing adequate developable area, they will not be able to develop SF-A residential uses on the property.

Staff believes that the proposed 25 lots are sufficient to establish a substantial residential development on the subject property. Furthermore, in order to achieve access required per the Subdivision Ordinance, the applicant is proposing to extend Robinson Road along the entire eastern portion of the property. This street extension will serve to provide a direct connection to the existing residential neighborhoods and public school south of McDermott Road. For these reasons, staff believes the rezoning request is an appropriate continuation of residential uses within the general area.

SUMMARY:

This is a request to rezone 9.4± acres located at the northwest and southwest corners McDermott Road and Robinson Drive from Neighborhood Office to Planned Development-Single-Family Residence Attached. Staff believes residential uses are appropriate on Tract 2 in the context of the surrounding residential neighborhoods, if the applicant is able to reclaim a significant portion of the floodplain. Furthermore, public streets constructed to serve residences will provide public access and parking, complimenting future park improvements. Tract 1 is in conformance with the Future Land Use Map and Growth and Change Map, and both tracts are in conformance with the Undeveloped Land, Neighborhood Conservation, and Pedestrian Environment policies. Finally, additional residential uses in the area will serve to enhance the existing residential neighborhoods, and due to their proximity to future park land, the subject properties will provide public streets for community access to park improvements. For these reasons, staff is in support of the zoning request.

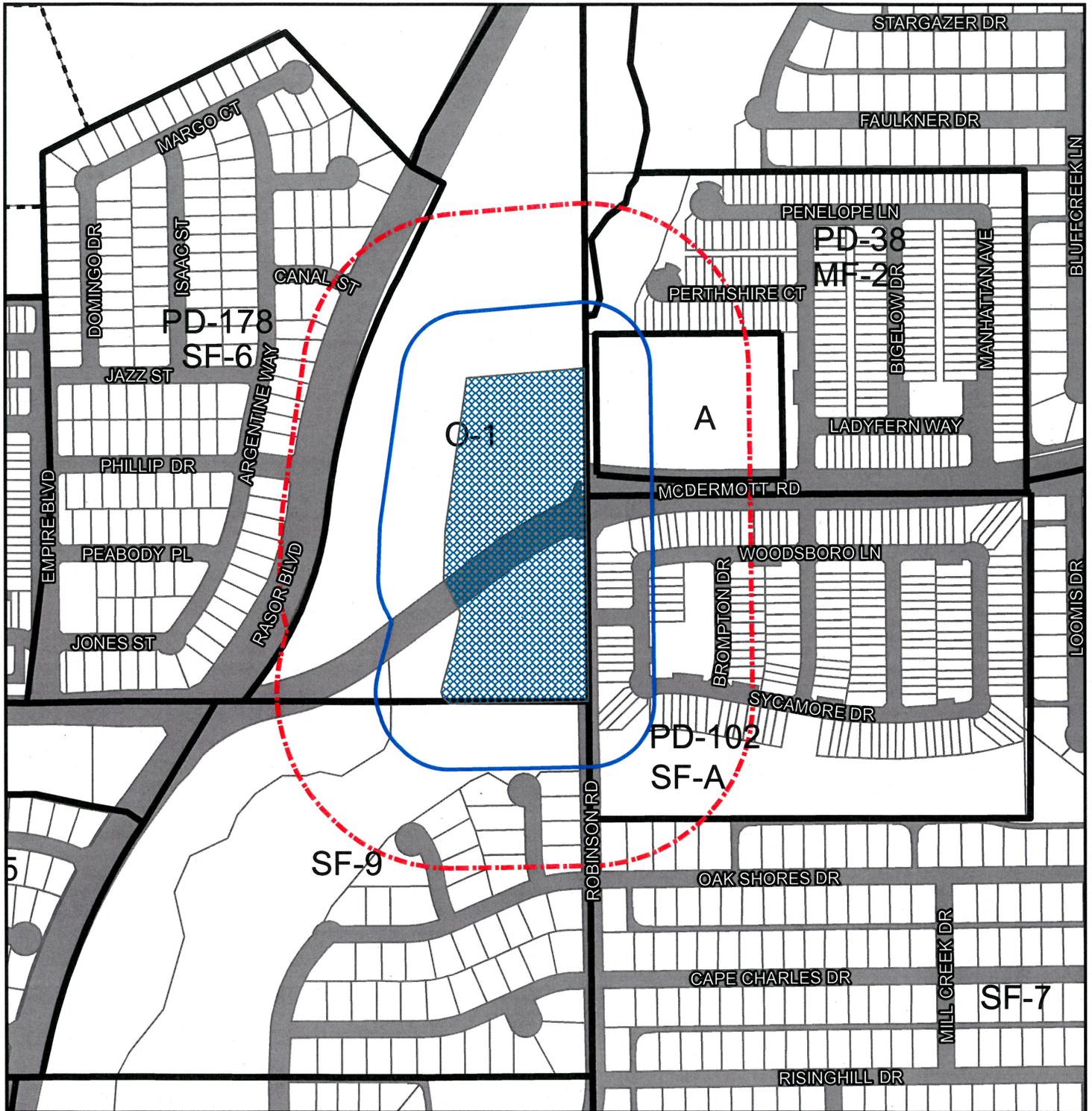
RECOMMENDATION:

Recommended for approval as follows:

Restriction:

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

Residential development is permitted north of McDermott Road only if a minimum of 25 lots are provided.

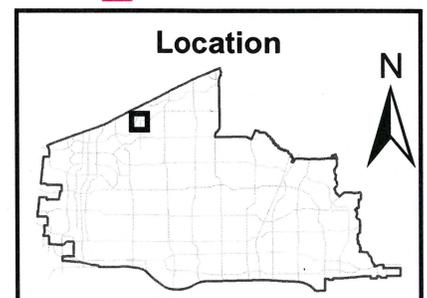


Zoning Case #: 2015-29

Existing Zoning: Neighborhood Office (O-1)

Proposed Zoning: Planned Development-Single-Family Residence Attached (PD-SF-A)

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- City Limits
- Right-of-Way
- Specific Use Permit



Source: City of Plano Planning Department



Area of Request



Source: City of Plano, Planning Dept.
Date: 2/24/2016

Zoning Case 2015-29

LOT 1 BLOCK 1
MCDERMOTT ROAD SUBSTATION
VOLUME 1
PAGE 1

PROPOSED
CITY OF TEXAS
ZONING MAP NO. 153

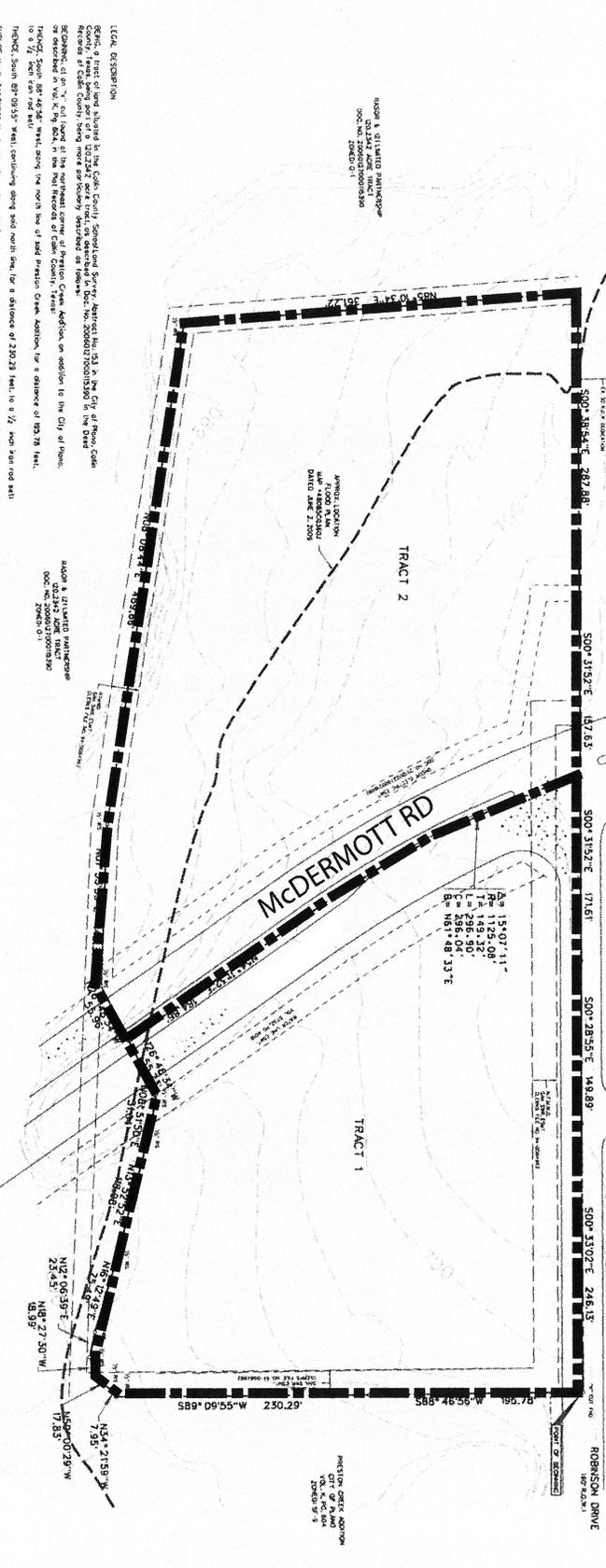
WILMINGTON WAY
(30' R.O.W.)

BRUNSWICK DRIVE
(40' R.O.W.)

ROBNSON DRIVE
(40' R.O.W.)

APPROX. LOCATION
FLOOD PLAIN
MCDERMOTT ROAD
DATED JAN. 7, 2009

SECTION CORNER
CITY OF TEXAS
ZONING MAP NO. 153



LEGAL DESCRIPTION

BEING a part of land situated in the City of Dallas, Texas, County of Tarrant, State of Texas, and being a part of a 10.2342 acre tract, as described in Deed No. 200802170001330 in the Public Records of Tarrant County, Texas, and being a part of the subdivision described as follows:

TRACT 1: BEING the portion of the northeast corner of Section 26, T12N, R10E, E1/4, containing 10.2342 acres, more or less, as shown on a plat of subdivision recorded in the Public Records of Tarrant County, Texas, under Deed No. 200802170001330, and being a part of the subdivision described as follows:

TRACT 2: BEING the portion of the northeast corner of Section 26, T12N, R10E, E1/4, containing 10.2342 acres, more or less, as shown on a plat of subdivision recorded in the Public Records of Tarrant County, Texas, under Deed No. 200802170001330, and being a part of the subdivision described as follows:

TRACT 1: BEING the portion of the northeast corner of Section 26, T12N, R10E, E1/4, containing 10.2342 acres, more or less, as shown on a plat of subdivision recorded in the Public Records of Tarrant County, Texas, under Deed No. 200802170001330, and being a part of the subdivision described as follows:

TRACT 2: BEING the portion of the northeast corner of Section 26, T12N, R10E, E1/4, containing 10.2342 acres, more or less, as shown on a plat of subdivision recorded in the Public Records of Tarrant County, Texas, under Deed No. 200802170001330, and being a part of the subdivision described as follows:

NOTES

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

2. ALL BEARINGS ARE TRUE BEARINGS.

3. THE AREA OF THIS TRACT IS 10.2342 ACRES.

4. THE AREA OF TRACT 1 IS 5.1171 ACRES.

5. THE AREA OF TRACT 2 IS 5.1171 ACRES.

6. THE DISTANCE FROM THE SECTION CORNER TO THE POINT OF BEGINNING OF TRACT 1 IS 173.85 FEET.

7. THE DISTANCE FROM THE SECTION CORNER TO THE POINT OF BEGINNING OF TRACT 2 IS 173.85 FEET.

8. THE DISTANCE FROM THE SECTION CORNER TO THE POINT OF BEGINNING OF TRACT 1 AND TRACT 2 IS 173.85 FEET.

9. THE DISTANCE FROM THE SECTION CORNER TO THE POINT OF BEGINNING OF TRACT 1 AND TRACT 2 IS 173.85 FEET.

10. THE DISTANCE FROM THE SECTION CORNER TO THE POINT OF BEGINNING OF TRACT 1 AND TRACT 2 IS 173.85 FEET.

PREPARED BY
CORWIN ENGINEERING, INC.
250 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
WANGELI CORWIN

OWNER
RASOR & 121 LIMITED PARTNERSHIP
5320 LBJ FRYERWAY, SUITE 545
DALLAS, TEXAS 75240
972.380.8581

APPLICANT
SKORBURG COMPANY
8214 W. CHESTNUT DR., SUITE 710
DALLAS, TEXAS 75225
214.432.7033

COLLIN COUNTY SQUAD LAND SURVEY
IN THE
CITY OF PLANO
COLLIN COUNTY, TEXAS
TOTAL 9.422 ACRES
JANUARY 2016
SCALE 1"=50'

ZONING CASE NO. 2015-29
ZONING EXHIBIT
NO. 153



FRISCO INDEPENDENT SCHOOL DISTRICT

OFFICE OF THE SUPERINTENDENT

January 7, 2016

Jeremy Lyon, Ph.D.
Superintendent of Schools

Beverly Brunson
*Assistant to Superintendent and
Board of Trustees*

Mr. Ross Altobelli, Senior Planner rossa@plano.gov
1520 K Avenue, 2rd Floor
Suite 250, Plano, Texas 75074

DEPUTY SUPERINTENDENTS

Katie Kordel
Curriculum and Instruction

Richard Wilkinson
Business Services

Re: School information – proposed zoning case

Dear Ross:

In response to your e-mail:

ASSISTANT SUPERINTENDENTS

Pamela Linton
Human Resources

Doug Zambiasi
Support Services

The City of Plano's Planning Department is currently reviewing a residential zoning case in which the applicant is proposing 53 single-family attached homes. The proposed development is located on the north and south side of McDermott Road, west of the McDermott Road and Robinson Drive. The project location is within the Frisco ISD.

EXECUTIVE DIRECTORS

Kenny Chandler
Student Services

Melissa Fouche
Technology

Shana Wortham
Communications and Community Relations

*To assist Planning staff in presenting information to the Planning and Zoning Commission please provide the following:
Please confirm which schools this proposed development/area will feed into.
Are there any capacity issues with any of these schools?*

The 53 SF homes would have some impact on our campuses that serve those children. At the high school level, the additional students would be at a minimum. The elementary schools could be mitigated with a simple rezoning. The major concern would be at the middle school level. Fowler Middle School which serves all students south of SH121 is over capacity and would be stressed with any additional students.

CHIEF FINANCIAL OFFICER

Rick Bankston, Ed.D.

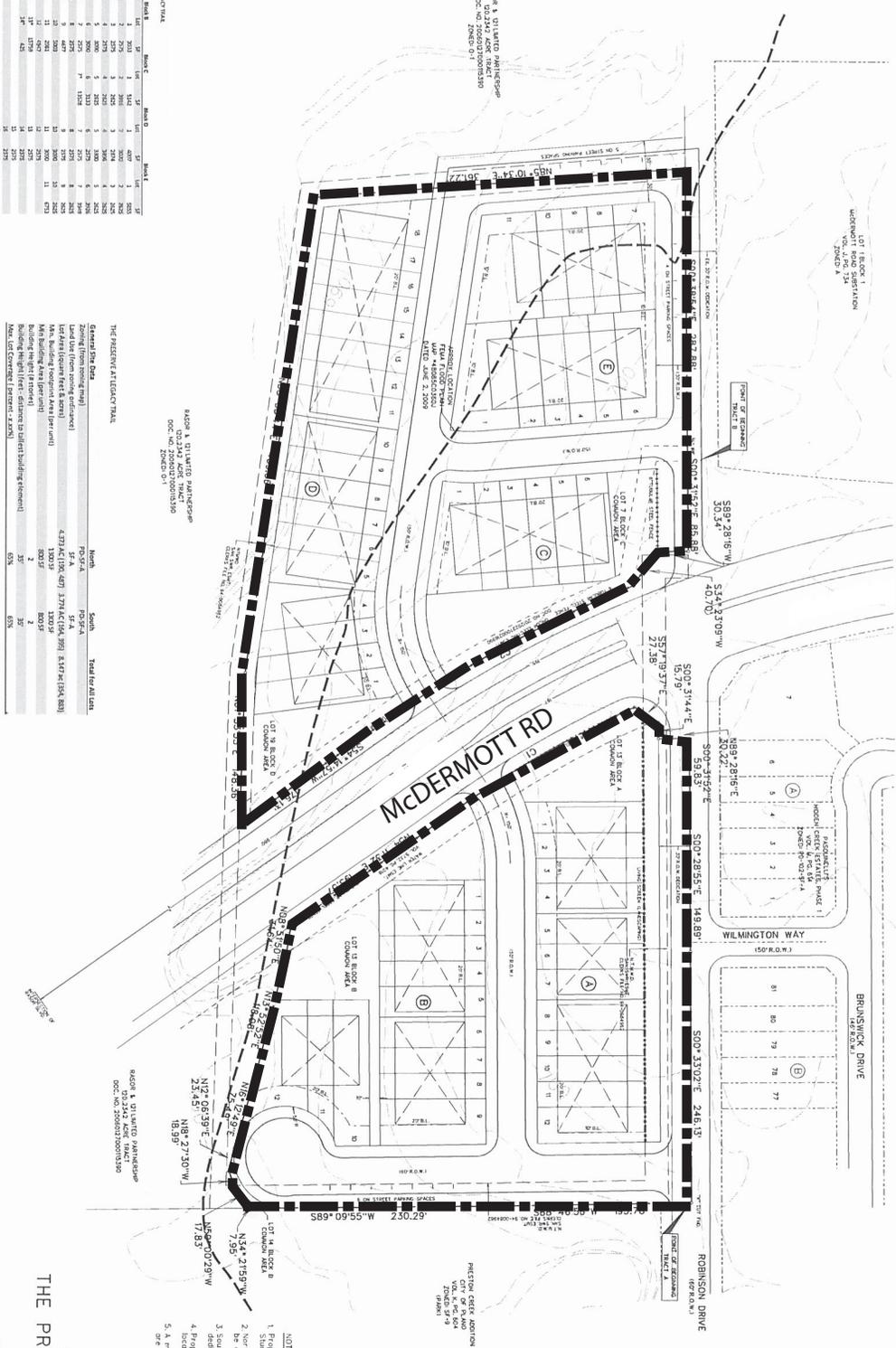
FISD will always work closely with Plano in the zoning process and appreciates the partnership that has served both entities so well.

Sincerely,

Dennis Brent

CURVE TABLE

CURVE NO.	DELTA	BEHALF	LENGTH	TANGENT	CHORD	BEARING
1.	10°57'24"	1070.08'	204.63'	102.63'	204.32'	N59°43'39"E
2.	13°19'21"	1180.08'	274.39'	137.82'	273.78'	S60°54'38"W



THE PRESERVE AT LEGACY TRAIL

Block A	Block B	Block C	Block D	Block E
1	2	3	4	5
6	7	8	9	10
11	12	13	14	15

THE PRESERVE AT LEGACY TRAIL

General Note	North	South	Total for All Lots
Land Use (from zoning ordinance)	SF A	SF A	
Lot Area (from zoning ordinance)	4,371 AC (100,497)	3,774 AC (84,391)	8,145 AC (184,888)
Min. Building Area (per unit)	800/2	800/2	
Building Height (per lot)	2	2	
Building Footprint (per lot)	65%	65%	



NOTE

1. Proposed layout subject to Flood Study approval.
2. Northern Tract -/- 18.00% acres of the -/- 23.67% acres to be dedicated to the City of Plano for park purposes.
3. Southern Tract -/- 10.90% acres of the -/- 4.88% acres to be dedicated to the City of Plano for park purposes.
4. Proposed layout subject to N.T.M.D. approval of R.O.W.
5. A minimum of 11.1% of the total area of the site shall be reserved for the development on the north side of McDermott Road.

NOTE: Approved the zoning case associated with this exhibit without inquiry, approval or the inclusion of the development project having a zoning Commission property shall be considered as an action separate from other cases on the zoning case

APPLICANT
SKORBURG COMPANY
 8214 DALLAS, TEXAS 75225
 CONTACT: NASHA K. LUBIANO

PREPARED BY
CORWIN ENGINEERING, INC.
 200 E. TEXAS, SUITE 1001 E
 972-386-8700
 CONTACT: WARRDEN CORWIN

OWNER
RASOR & 121 LIMITED PARTNERSHIP
 5520 URBAN FREWAY, SUITE 545
 972-386-8881
 CONTACT: SARAH CALDWELL

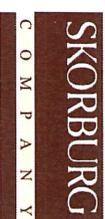
CONCEPT PLAN
 CITY PROJECT NO. CP2015-002
THE PRESERVE AT LEGACY TRAIL
 NORTH & SOUTH
 COLLEGE OF THE CITY OF PLANO
 SCHOOL LAND SURVEY
 IN THE CITY OF PLANO, TEXAS
 COLLIN COUNTY, TEXAS
 59 - SINGLE FAMILY RESIDENCE ATTACHED LOTS
 5 - COMMON AREA LOTS
 TOTAL 61/45 ADRESSES
 FEBRUARY 2018 SCALE: 1"=50'



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:		April 25, 2016			
Department:		Planning			
Department Head		Christina Day			
Agenda Coordinator (include phone #): Tammy Stuckey, ext 7156					
CAPTION					
Consideration of an Appeal of the Planning & Zoning Commission's denial of the Concept Plan for The Preserve at Legacy Trail North & South – 59 Single-Family Residence Attached lots and five common area lots on 8.1± acres located at the northwest and southwest corners of McDermott Road and Robinson Road. Zoned Neighborhood Office. Applicant: Rasor & 121 LP. Tabled April 11, 2016.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0	0
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	0	0	0	0
BALANCE	0	0	0	0	0
FUND(s): N/A					
COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Consideration of a request to rezone relates to the City's goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
At its February 15, 2016 meeting, the Planning & Zoning Commission denied this request by a vote of 8-0. The applicant has appealed the Commission's denial. A simple majority, or 5 of the 8 City Council members, is required for approval of the request. The associated zoning case, 2015-29, has also been appealed and is included as a separate agenda item. Tabled at the April 11, 2016, City Council meeting.					
List of Supporting Documents: Letter of Appeal from Applicant Second Vice Chair Report P&Z Follow-up Memo Staff Report Locator Map Concept Plan			Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission		

Skorburg Company
8214 Westchester Dr., Ste. 710
Dallas, TX 75225
Phone: 214/522-4945
Fax: 214/522-7244



February 24, 2016

City of Plano

Attn: Ross Altobelli
1520 K Avenue
Plano, Texas 75086

Re: Concept Plan and Zoning Appeal for ZC 2015-29 – The Preserve at Legacy Trail

Mr. Altobelli,

We request to appeal the decision voted on by the Planning and Zoning Commission on February 15, 2016 regarding the Concept Plan and Zoning for ZC 2015-29 (The Preserve at Legacy Trail). We would like to continue to work with the City of Plano Staff, City Council, and the citizens regarding the proposed project. We request to be on the agenda for the April 11, 2016 City Council Meeting for both the Concept Plan and Zoning.

Cordially Yours,

A handwritten signature in blue ink, appearing to read "Adam Buezek", written over a light blue horizontal line.

Adam J. Buezek
Development Partner

Recommendation of the Planning & Zoning Commission
Second Vice Chairman's Report
Zoning Case 2015-29
February 15, 2016

Zoning Case 2015-29: Agenda Item No. 1A and 1B – Public Hearing. Items heard together, but voted on separately. All commissioners were present.

Staff Recommendation: Staff recommended for approval with restrictions.

Comments from the Applicant:

- A preliminary flood study was completed and confirms that 35 lots can be developed on the North tract.
- Tubular steel fencing will be placed along McDermott and a portion of the east side of North Robinson Drive.
- All SFA standards will be met or exceeded.
- Developer has an agreement with the Parks Department to sell the 20.2 acres of park land to the City contingent upon the approval of zoning as requested and purchase of the property for the extension of Legacy Trail.
- Allows for the expansion of Legacy trail system through the property.
- When asked by the Commission if the applicant had reached out to nearby residents, the applicant said no meetings had taken place between the applicant and area residents at the time of the Planning and Zoning Commission Meeting, but the applicant would be open to meeting with area residents to discuss concerns.
- Other than the park and the trail, no additional amenities will be added to the development.
- Residential development will bring less traffic to the area than an office development or retail based on the Engineering traffic study.
- The price per square foot of the homes will be high and will bring surrounding home values up.

Comments from Citizens:

- The traffic in the area is already bad.
- The highest and best use for the land is as park land because it's a beautiful piece of property.
- Multiple apartment complexes and townhomes have gone up in this area over the last several years and more will bring down home values.
- The intersection of McDermott and Robinson Rd. is already very challenging to make a left turn at.
- Residents may turn right on Robinson Rd. and take it all the way to Hedgecoxe or cut through the neighborhood as a shortcut since access onto McDermott is challenging.
- Schools are at or over capacity in the area.
- Flooding of the creek is a problem.

Comments from the Commission In Support of Denial:

- The citizens have many valid concerns that need to be listened to.
- Tract 1 may be doable, but Tract 2 shouldn't be rezoned before the Engineering study is completed.
- Flooding of the creek and high water is a concern.

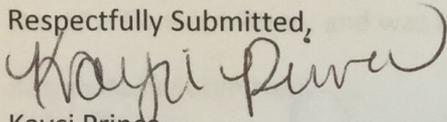
- Tract 1 may be a feasible location for residential, but Tract 2 should not be rezoned at this time.
- Even if the developer is able to reclaim the flood plain in Tract 2, the development would be isolated.
- Traffic is a concern with the entry points on Tract 1.
- Based on the Future Land Use Map, residential isn't the best use of the land.
- The area already has a high amount of density, and the area doesn't need additional density.

A motion was made for the denial of Zoning Case 2015-29, item 1A. Motion for Denial was approved by the Commission 8 votes to 0.

Zoning Case 2015-29 Agenda Item No. 1B – Concept Plan

This Concept plan application is contingent upon approval of Zoning Case 2015-29 (Agenda item No 1A). Since Zoning Case 2015-29 was denied, a motion was made for Denial of the Case 2015-20 Agenda Item No. 1B – Concept Plan, and was approved by the Commission 8 votes to 0.

Respectfully Submitted,



Kayci Prince

Second Vice-Chair

Planning & Zoning Commission

DATE: February 16, 2016

TO: Applicants with Items before the Planning & Zoning Commission

FROM: Johns Muns, Chair, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of February 15, 2016

**AGENDA ITEM NO. 1B - PUBLIC HEARING - CONCEPT PLAN
THE PRESERVE AT LEGACY TRAIL NORTH & SOUTH
APPLICANT: RASOR & 121 LP**

59 Single-Family Residence Attached lots and five common area lots on 8.1± acres located at the southwest corner McDermott Road and Robinson Road. Zoned Neighborhood Office. Neighborhoods #1 & #4.

APPROVED: _____ **DENIED:** _____ **8-0** **TABLED:** _____

STIPULATIONS:

Denied.

RA/amf

xc: John C. Franklin, Rasor & 121 LP
Noah Flabiano, Skorburg Company

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 15, 2016

Agenda Item No. 1B

Concept Plan: The Preserve at Legacy Trail North & South

Applicant: Rasor & 121 LP

DESCRIPTION:

59 Single-Family Residence Attached lots and five common area lots on 8.1± acres located at the southwest corner of McDermott Road and Robinson Road. Zoned Neighborhood Office. Neighborhoods #1 and #4.

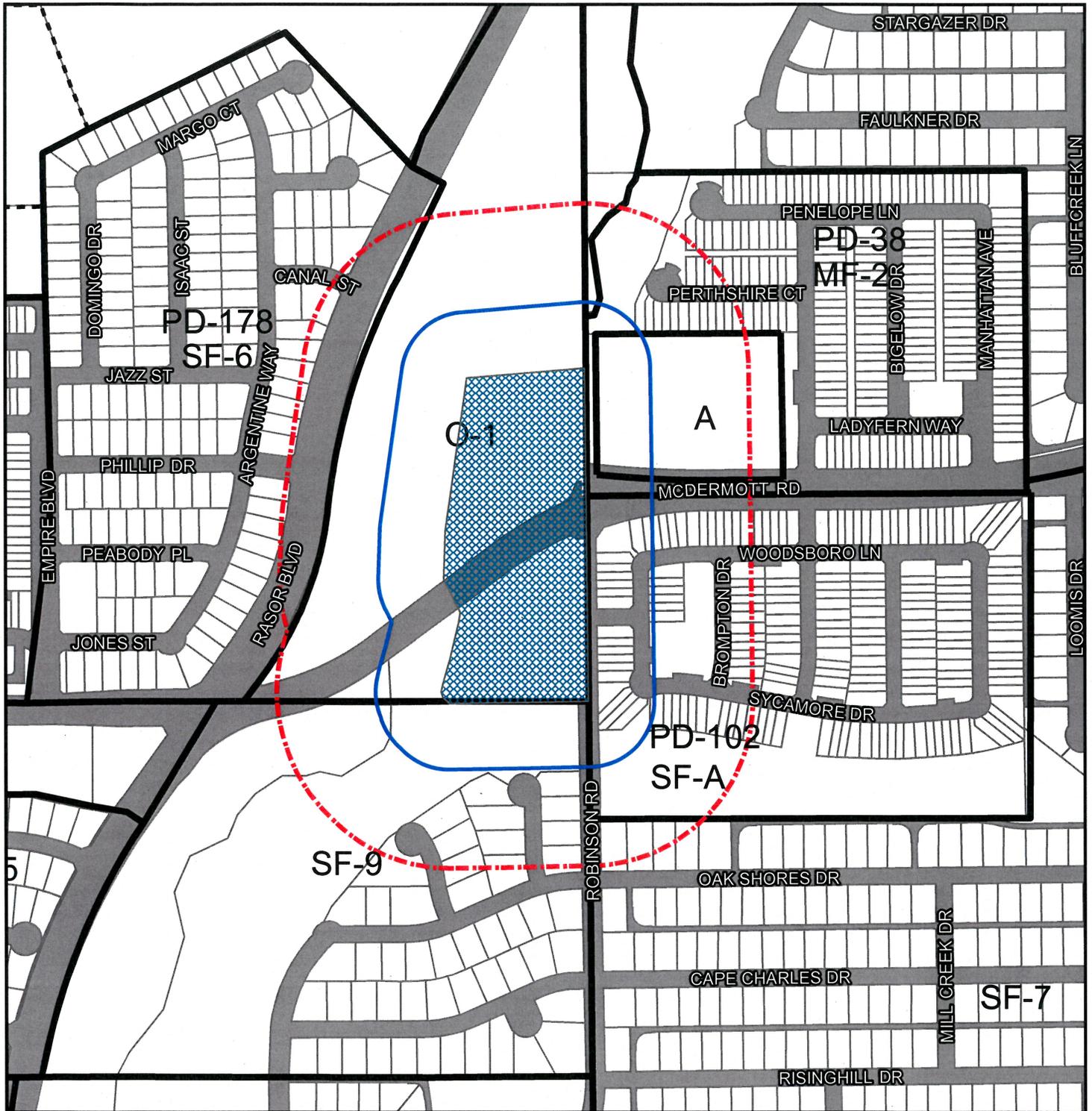
REMARKS:

This concept plan is associated with Zoning Case 2015-29 and is contingent upon approval of the zoning case. The purpose for the concept plan is to show the proposed single-family subdivision. The plan meets the area, yard, and bulk requirements of the requested Planned Development-Single-Family Residence Attached (PD-SF-A) zoning district.

RECOMMENDATION:

Recommended for approval subject to:

1. City Council approval of Zoning Case 2015-29;
2. North Texas Municipal Water District (N.T.M.W.D) approval of right-of-way; and
3. Engineering Department approval of a flood study.

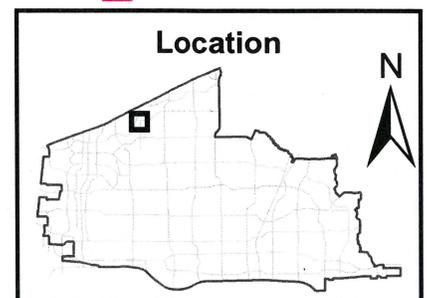


Zoning Case #: 2015-29

Existing Zoning: Neighborhood Office (O-1)

Proposed Zoning: Planned Development-Single-Family Residence Attached (PD-SF-A)

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- Specific Use Permit
- City Limits
- Right-of-Way



Source: City of Plano Planning Department

DATE: April 5, 2016

TO: Honorable Mayor & City Council

FROM: John Muns, Chair, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of April 4, 2016

**AGENDA ITEM NO. 1 - PUBLIC HEARING
ZONING CASE 2016-005 & REVISED SITE PLAN FOR THE HOME DEPOT NORTH
CENTRAL EXPRESSWAY ADDITION, BLOCK 1, LOTS 1R & 3
APPLICANT: HD DEVELOPMENT PROPERTIES, L.P.**

Request to amend Planned Development-472-Corridor Commercial on 10.9 acres located at the southeast corner of U.S. Highway 75 and 13th/14th Connector in order to modify the adopted site plan and associated regulations. Zoned Planned Development-472-Corridor Commercial with Specific Use Permit #618 for Truck/Bus Leasing. Neighborhood #67. Projects #ZC2016-005 and #RSP2016-008.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

Letters Received Within 200 Foot Notice Area: Support: 1 **Oppose:** 0 **Neutral:** 0

Letters Received Outside 200 Foot Notice Area: Support 0 **Oppose:** 0 **Neutral:** 0

Petition(S) Received: 0 **# Of Signatures:** 0

STIPULATIONS:

Recommended for approval as follows:

(Proposed additions are indicated by underlined text; deletions are indicated by strikethrough text.)

Restrictions:

1. The ~~amended site plan approved in Zoning Case 93-28 and~~ is adopted by this ordinance shall be a part of PD-472-CG.
2. Open storage shall be limited to the areas identified on the ~~amended~~ site plan.
3. Buildings and building expansions shall be limited to those shown on the ~~amended site~~ site plan.
4. ~~All improvements and site changes shown on the amended plan must be accomplished prior to occupancy of the expanded garden center, with the exception of the right turn lane from the U.S. 75 service road onto 13th St. and the final landscaping along the improved 13th/14th Street connector.~~

FOR CITY COUNCIL MEETING OF: April 25, 2016 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

ST/amf

xc: Jeffrey Hardman, HD Development Properties, L.P.
Jim Dewey, JDJR Engineers & Consultants
Wayne Snell, Permit Services Manager

<https://goo.gl/maps/AUEFN1pCG2w>

CITY OF PLANO

PLANNING & ZONING COMMISSION

April 4, 2016

Agenda Item No. 1

Public Hearing: Zoning Case 2016-005 & Revised Site Plan for The Home Depot North Central Expressway Addition, Block 1, Lots 1R & 3

Applicant: HD Development Properties, L.P.

DESCRIPTION:

Request to amend Planned Development-472-Corridor Commercial on 10.9 acres located at the southeast corner of U.S. Highway 75 and 13th/14th Connector in order to modify the adopted site plan and associated regulations. Zoned Planned Development-472-Corridor Commercial with Specific Use Permit #618 for Truck/Bus Leasing. Neighborhood #67. Projects #ZC2016-005 and #RSP2016-008.

REMARKS:

In 1993, a zoning case for the property was approved which required the site plan to be adopted into the Planned Development (PD) to limit the locations of buildings and building expansions. The applicant is proposing to amend the adopted site plan (The Home Depot North Central Expressway Addition, Block 1, Lots 1R and 3) in order to subdivide the property and develop a restaurant with drive-through.

Additionally, the applicant is proposing to modify the PD language in order reflect the current proposed site plan, and remove an outdated restriction regarding occupancy of the garden center. The improvements and changes associated with the garden center have already been completed, and the garden center is currently in operation, therefore this stipulation is no longer necessary.

The requested site plan amendment will modify the property boundaries, parking, and drive layout of the existing adopted site plan. However, the building, garden center, and associated open storage layouts will not be modified. Restaurant is a permitted use by right in the Corridor Commercial (CC) district and the applicant is not proposing any additional restrictions for the restaurant development. The proposed development conforms to the area, yard, and bulk requirements of the CC district. For these reasons, staff is in support of the requested amendment.

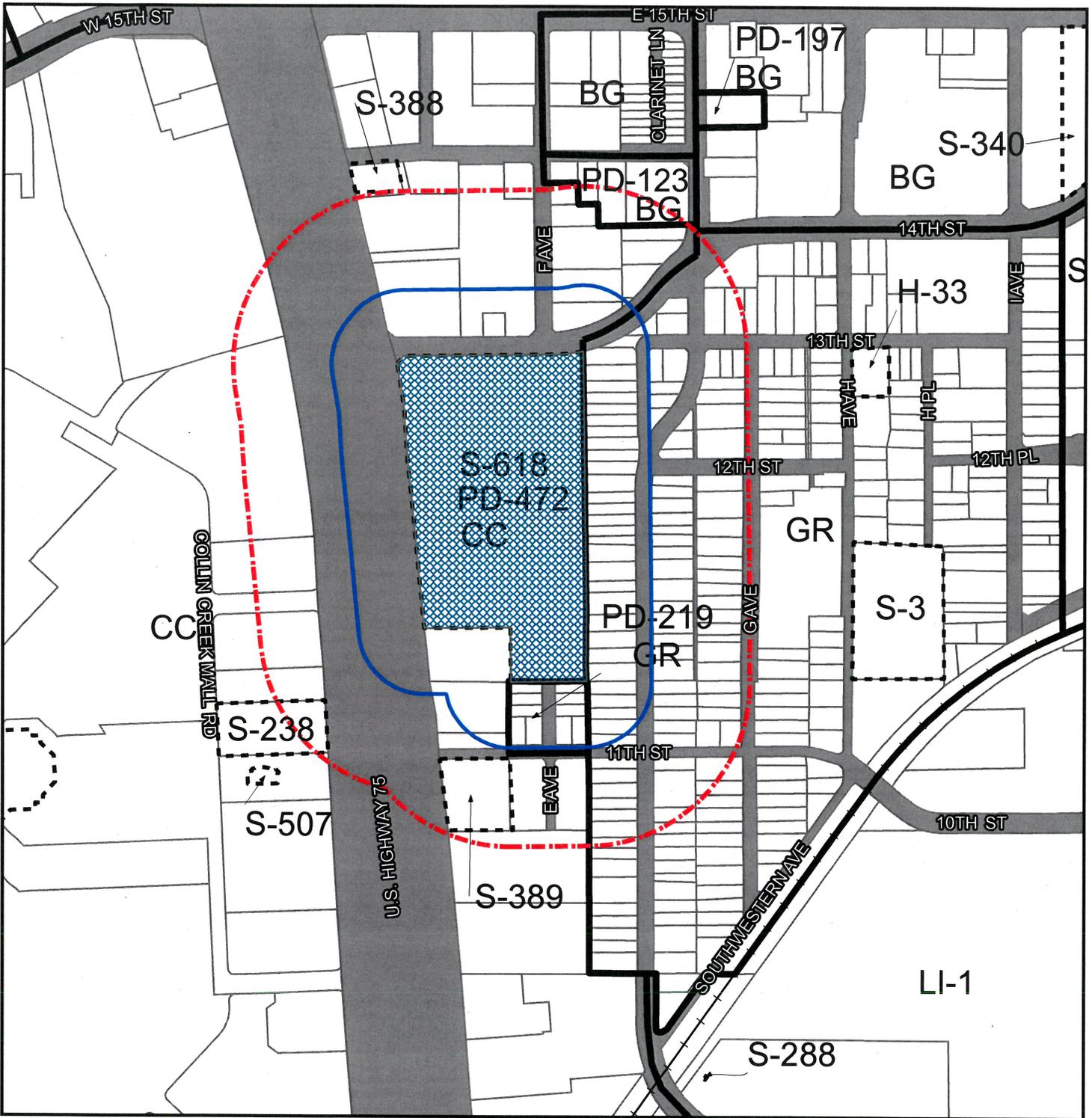
RECOMMENDATION:

Recommended for approval as follows:

(Proposed additions are indicated by underlined text; deletions are indicated by strikethrough text.)

Restrictions:

1. ~~The amended site plan approved in Zoning Case 93-28 and~~ is adopted by this ordinance ~~shall be a part of PD-472-CC.~~
2. Open storage shall be limited to the areas identified on the ~~amended~~ site plan.
3. Buildings and building expansions shall be limited to those shown on the ~~amended~~ site plan.
4. ~~All improvements and site changes shown on the amended plan must be accomplished prior to occupancy of the expanded garden center, with the exception of the right turn lane from the U.S. 75 service road onto 13th St. and the final landscaping along the improved 13th/14th Street connector.~~

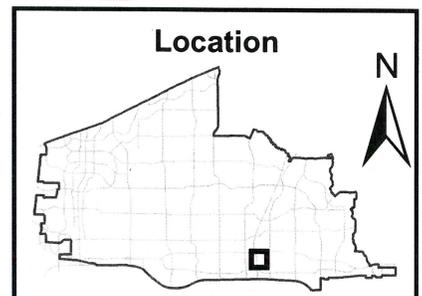


Zoning Case #: 2016-005

Existing Zoning: Planned Development-472-Corridor Commercial w/Specific Use Permit #618 (PD-472-CC w/SUP #618)

Proposed Zoning: Amend Planned Development-472-Corridor Commercial w/Specific Use Permit #618 (PD-472-CC w/SUP #618)

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Zoning Boundary
- Specific Use Permit
- Subject Property
- City Limits
- Right-of-Way



Source: City of Plano Planning Department

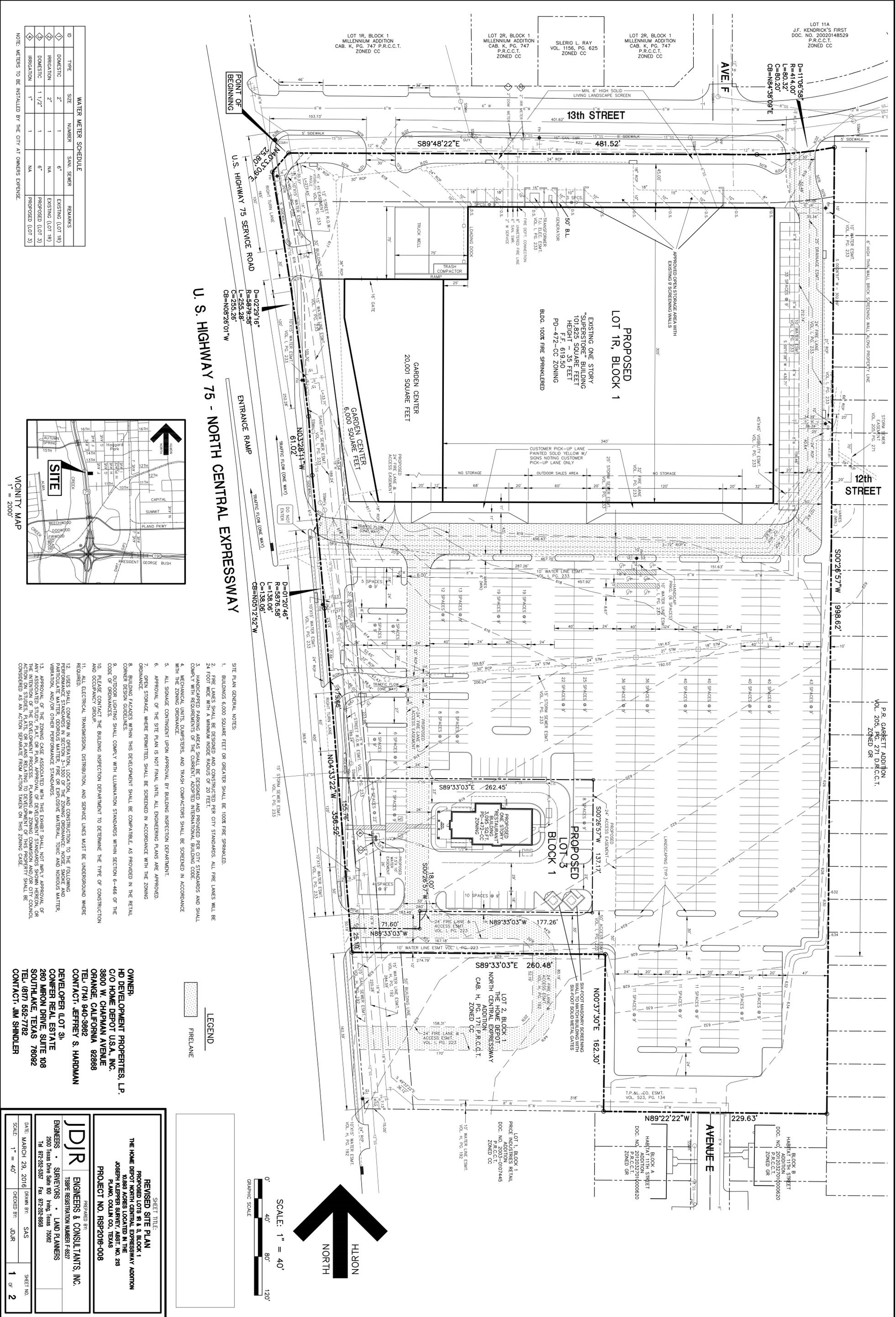


Source: City of Plano, Planning Dept.
Date: 3/28/2016




Zoning Case 2016-005

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WATER METER SCHEDULE			
ID	TYPE	SIZE	REMARKS
1	DOMESTIC	2"	EXISTING (LOT 1R)
2	DOMESTIC	2"	EXISTING (LOT 1R)
3	DOMESTIC	1 1/2"	EXISTING (LOT 3)
4	IRRIGATION	1"	PROPOSED (LOT 3)

NOTE: METERS TO BE INSTALLED BY THE CITY AT OWNERS EXPENSE.



VICINITY MAP
1" = 2000'

U. S. HIGHWAY 75 - NORTH CENTRAL EXPRESSWAY

- SITE PLAN GENERAL NOTES:**
1. BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLERED.
 2. FIRE LINES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS. ALL FIRE LINES WILL BE 24 FOOT WIDE WITH A MINIMUM INSIDE RADIUS OF 20 FEET.
 3. HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
 4. MECHANICAL UNITS, DUMPSTERS, AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 5. ALL STORAGE CONTINGENT UPON APPROVAL BY BUILDING INSPECTION DEPARTMENT.
 6. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
 7. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 8. BUILDING FACADES WITHIN THIS DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
 9. OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 6-466 OF THE CODE OF ORDINANCES.
 10. PLEASE CONTACT THE BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
 11. ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND WHERE REQUIRED.
 12. USES SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN SECTION 3-1509 OF THE ZONING ORDINANCE: NOISE, SMOKE AND VIBRATION, AND/OR OTHER PERFORMANCE STANDARDS.
 13. APPROVAL OF THE ZONING CASE ASSOCIATED WITH THE CURRENT SHALL NOT BE A PRE-APPROVAL OF ANY ASSOCIATED STUDY, PLANS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.



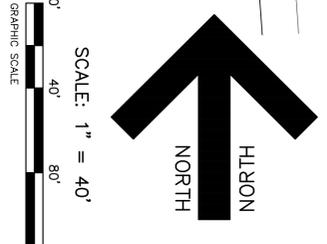
OWNER:
HD DEVELOPMENT PROPERTIES, L.P.
260 WILSON DRIVE, SUITE 108
SOUTH LAKE, TEXAS 75092
TEL: (817) 552-7782
CONTACT: JIM SHINDLER

DEVELOPER (LOT 3):
CONFER REAL ESTATE
3800 W. CHAPMAN AVENUE
ORANGE, CALIFORNIA 92668
TEL: (714) 940-8882
CONTACT: JEFFREY S. HARDMAN

JDJR ENGINEERS & CONSULTANTS, INC.
PREPARED BY:
ENGINEERS • SURVEYORS • LAND PLANNERS
2800 Texas Drive Suite 100 Irving, Texas 75062
Tel: 972-252-5557 Fax: 972-252-8888

REVISIONS:
SHEET TITLE:
REVISED SITE PLAN
PROPOSED LOTS R & S, BLOCK 1
THE HOME DEPOT NORTH CENTRAL EXPRESSWAY ADDITION
10,889 SQUARE FEET LOCATED IN THE
JOSEPH KLEPPER SURVEY, ASST. NO. 28
PLANO, COLLIN CO, TEXAS
PROJECT NO. RSP2016-008

DATE: MARCH 29, 2016
SCALE: 1" = 40'
DRAWN BY: SAS
CHECKED BY: JDJR
SHEET NO. 1 OF 2



LOT 1, BLOCK 1
PRICE INDUSTRIES RETAIL
ADDN
DOC. NO. 2003-07445
P.R.C.C.T.
ZONED CC

LOT 2, BLOCK 1
THE HOME DEPOT
NORTH CENTRAL EXPRESSWAY
ADDN
CAB. H. PG. 171 P.R.C.C.T.
ZONED CC

LOT 3, BLOCK 1
PROPOSED RESTAURANT
BUILDING
ADDN
CAB. H. PG. 171 P.R.C.C.T.
ZONED CC

LOT 1R, BLOCK 1
PROPOSED
"SUPERSTORE" BUILDING
101,825 SQUARE FEET
HEIGHT - 35 FEET
F.F. 619.50
PD-472-CC ZONING
BLDG. 100% FIRE SPRINKLERED

LOT 2R, BLOCK 1
MILLENNIUM ADDITION
CAB. K, PG. 747
P.R.C.C.T.
ZONED CC

LOT 1A
J.F. KENDRICK'S FIRST
DOC. NO. 20020148529
P.R.C.C.T.
ZONED CC

SITE TABULATIONS FOR PROPOSED LOT #1, BLOCK 1

Item	Lot 1, Block 1
General Site Data	
Zoning (from zoning map)	PD-472-CC
Land Use (from zoning ordinance)	SUPERSTORY/GARDEN CENTER
Lot Area (square feet & acres)	434,630 SF, 9.982 AC
Lot Area (square feet & acres)	434,630 SF, 9.982 AC
Build Footprint Area (square feet)	127,826 SF
Other Building Area (square feet)	127,826 SF
Building Height (feet)	35
Building Height (feet - distance to tallest building element)	29.40%
Lot Coverage (percent - xxx%)	0.294:1
Floor Area Ratio (ratio - xxx:1)	
Parking	
Parking Ratio (from zoning ordinance)	1/290 SF
Required Parking (ft spaces)	612 SPACES
Provided Parking (ft spaces)	354
Additional Parking Provided (ft spaces)	15
Accessible Parking Provided (ft spaces)	0
Parking in Excess of 110% of Required Parking (ft spaces)	
Landscape Area (including turf areas)	
Landscape Edge Area Provided (square feet)	9,976 SF
Required interior landscape area (parking lot landscaping) (square feet)	4,432 SF
Additional interior landscape area provided (square feet)	46,344 SF
Other Landscape Area within the lot including Storm Water Conservation Areas (square feet)	0 SF
Total Landscape Area (square feet)	56,350 SF
Permeable Area (not including landscaping or turf areas)	
Permeable Pavement (square feet)	0 SF
Other Permeable Area within the lot not including landscaping or turf areas (square feet)	0 SF
Total Permeable Area (square feet)	0 SF
Impervious Area	
Building Footprint Area (square feet)	127,826 SF
Area of Sidewalks, Pavement & other Impervious Pavement (square feet)	350,694 SF
Other Impervious Area	0 SF
Total Impervious Area	378,510 SF
Sum of Total Landscape Area + Total Permeable Area + Total Impervious Area (square feet) Note: Sum must equal Lot Area	
	434,630 SF
Total Impervious Area	378,510 SF
Less BMP Impervious Area Credit	0 SF
Billable Impervious Area	378,510 SF

SITE TABULATIONS FOR PROPOSED LOT 3, BLOCK 1

Item	Lot 3, Block 1
General Site Data	
Zoning (from zoning map)	PD-472-CC
Land Use (from zoning ordinance)	RESTAURANT WITH DRIVE-THRU
Lot Area (square feet & acres)	39,669 SF, 0.911 AC
Lot Area (square feet & acres)	39,669 SF, 0.911 AC
Build Footprint Area (square feet)	3,095 SF
Other Building Area (square feet)	3,095 SF
Building Height (feet)	28
Building Height (feet - distance to tallest building element)	7.60%
Lot Coverage (percent - xxx%)	0.0780:1
Floor Area Ratio (ratio - xxx:1)	
Parking	
Parking Ratio (from zoning ordinance)	1-100
Required Parking (ft spaces)	31 SPACES
Provided Parking (ft spaces)	31
Additional Parking Provided (ft spaces)	2
Accessible Parking Provided (ft spaces)	0
Parking in Excess of 110% of Required Parking (ft spaces)	
Landscape Area (including turf areas)	
Landscape Edge Area Provided (square feet)	1,568 SF
Required interior landscape area (parking lot landscaping) (square feet)	248 SF
Additional interior landscape area provided (square feet)	4,633 SF
Other Landscape Area within the lot including Storm Water Conservation Areas (square feet)	0 SF
Total Landscape Area (square feet)	6,449 SF
Permeable Area (not including landscaping or turf areas)	
Permeable Pavement (square feet)	0 SF
Other Permeable Area within the lot not including landscaping or turf areas (square feet)	0 SF
Total Permeable Area (square feet)	0 SF
Impervious Area	
Building Footprint Area (square feet)	3,095 SF
Area of Sidewalks, Pavement & other Impervious Pavement (square feet)	30,079 SF
Other Impervious Area	0 SF
Total Impervious Area	33,170 SF
Sum of Total Landscape Area + Total Permeable Area + Total Impervious Area (square feet) Note: Sum must equal Lot Area	
	39,669 SF
Total Impervious Area	33,170 SF
Less BMP Impervious Area Credit	0 SF
Billable Impervious Area	33,170 SF

OWNER:
 HD DEVELOPMENT PROPERTIES, LP,
 C/O HOME DEPOT U.S.A., INC.,
 3800 W. CHAPMAN AVENUE
 ORANGE, CALIFORNIA 92668
 TEL: (714) 840-3862
 CONTACT: JEFFREY S. HARDMAN

DEVELOPER (LOT 3):
 CONFER REAL ESTATE
 260 MIRON DRIVE, SUITE 108
 SOUTHLAKE, TEXAS 76092
 TEL: (817) 652-7782
 CONTACT: JIM SHINDLER

SHEET TITLE:
REVISED SITE PLAN
 PROPOSED LOTS #1 & 3, BLOCK 1
 C/O HOME DEPOT NORTH CENTRAL EXPRESSWAY ADDITION
 10,883 AGRES LOCATED IN THE
 JOSEPH KLEPPER SURVEY, ABST. NO. 288
 PLANO, COLLIN CO., TEXAS
 PROJECT NO. RSP2016-008

PREPARED BY:
JDIR ENGINEERS & CONSULTANTS, INC.
 ENGINEERS • SURVEYORS • LAND PLANNERS
 2800 Texas Drive Suite 100 Irving, Texas 75062
 Tel: 972-262-5597 Fax: 972-262-8888

DATE: MARCH 29, 2016 DRAWN BY: SAS SHEET NO.:
 SCALE: AS SHOWN CHECKED BY: JDIR 2 OF 2

Zoning Case 2016-005

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-472-Corridor Commercial on 10.9 acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the southeast corner of U.S. Highway 75 and 13th/14th Connector, in the City of Plano, Collin County, Texas, to modify the adopted site plan and associated regulations; 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 25th day of April, 2016, for the purpose of considering amending Planned Development-472-Corridor Commercial on 10.9 acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the southeast corner of U.S. Highway 75 and 13th/14th Connector, in the City of Plano, Collin County, Texas, to modify the adopted site plan and associated regulations; 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 25th day of April, 2016; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-472 Corridor Commercial on 10.9 acres of land out of the Joseph Klepper Survey, Abstract No. 213, located at the southeast corner of U.S. Highway 75 and

13th/14th Connector in the City of Plano, Collin County, Texas, to modify the adopted site plan and associated regulations, 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:

1. The site plan is adopted by this ordinance.
2. Open storage shall be limited to the areas identified on the site plan.
3. Buildings and building expansions shall be limited to those shown on the site plan.

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 25TH DAY OF APRIL, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2016-005

WHEREAS Home Depot U.S.A, Inc., a Delaware Corporation is the owners of a 10.892 acre tract of land out of the Joseph Klepper Survey, Abstract No. 213, in the City of Plano, Collin County, Texas and being all of Lot 1, Block 1, The Home Depot North Central Expressway Addition, an addition to the City of Plano as recorded in Cabinet H, Page 171 of the Plat Records of Collin County, Texas (PRCCT) and being a portion of that certain tract of land conveyed to Home Depot U.S.A., Inc. as recorded in Volume 3392, Page 223 of the Deed Records of Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found at the intersection of the easterly right-of-way line of U.S. Highway 75 (North Central Expressway, a variable width right-of-way) and the southerly right-of-way line of 13th Street (a 40 foot right-of-way);

THENCE departing the easterly right-of-way line of said U.S Highway 75 and continuing along the southerly line of said 13th Street the following calls:

South 89°48'22" East, a distance of 481.52 feet to a 1/2 inch iron rod found for the beginning of a curve to the left having a central angle of 11°06'58", a radius of 414.00 feet, a chord bearing North 84°38'09" East, a chord distance of 80.20 feet;

Along said curve to the left an arc length of 80.32 feet to a 1 inch iron rod found for the northeast corner of the herein described tract and the northwest corner of the P. R. Garrett Addition, an addition to the City of Plano as recorded in Volume 205, Page 271 of the Deed Records of Collin County, Texas;

THENCE South 00°26'57" West, departing the southerly right-of-way line of said 13th Street and along the westerly line of said P.R. Garrett Addition a distance of 998.62 feet to a 1 inch iron pole found for the southeast corner of the herein described tract;

THENCE North 89°22'22" West, a distance of 299.63 feet to a 1 inch iron rod found;

THENCE North 00°37'30" East, a distance of 162.30 feet to a 1 inch iron rod found;

THENCE South 89°33'03" East, a distance of 260.48 feet to a 1 inch iron rod found in the easterly right-of-way line of the aforementioned U.S. Highway 75, said iron rod being the southwest corner of the herein described tract;

THENCE along the easterly right-of-way of said U.S. Highway 75 the following calls:

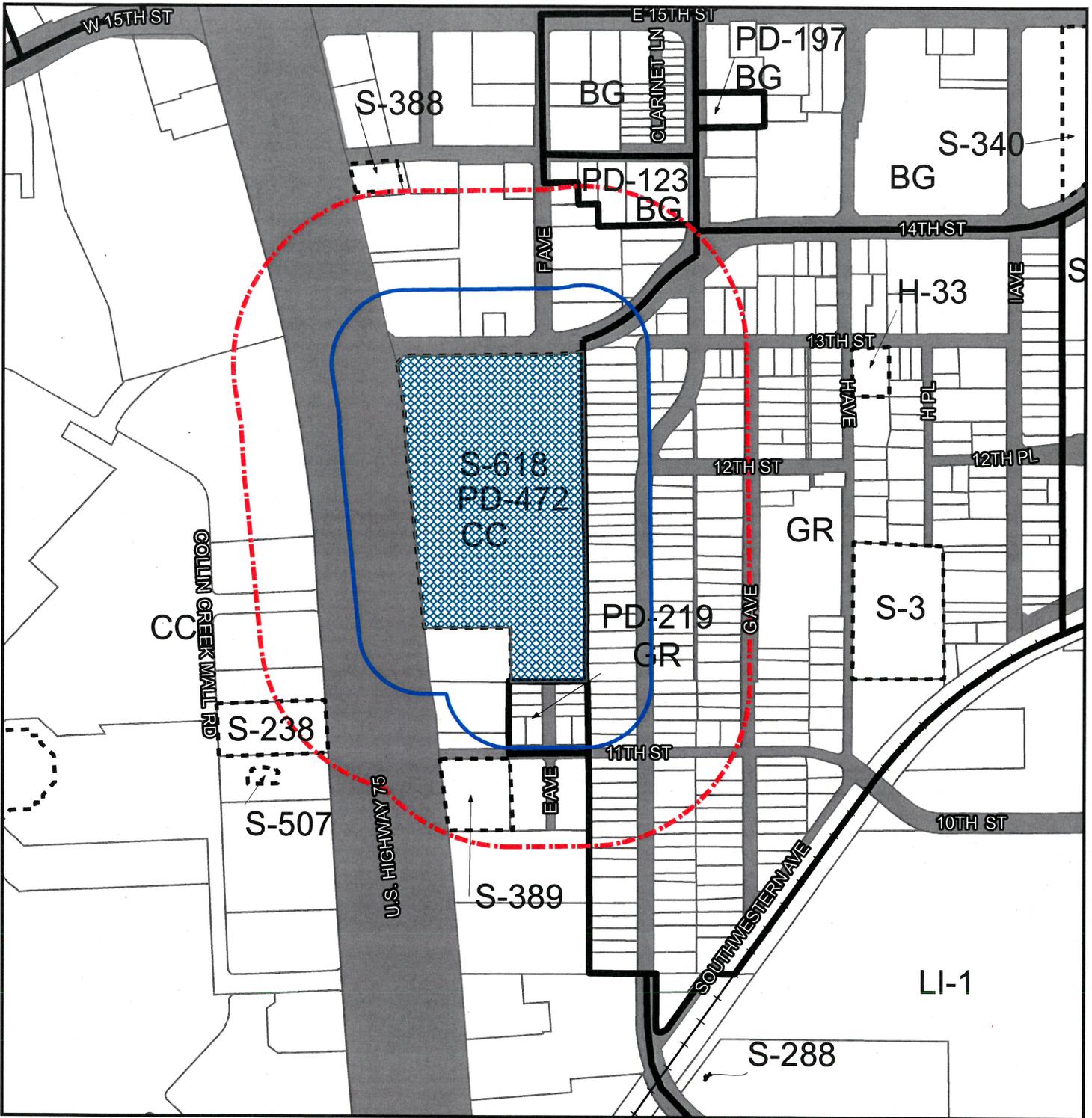
North 04°33'22" West, a distance of 356.52 feet to a 1 inch iron rod found for the beginning of a non-tangent curve to the left having a central angle of 01°20'46", a radius of 5,879.58 feet, a chord bearing North 05°12'52" West, a chord distance of 138.06 feet;

Along said non-tangent curve to the left an arc length of 138.06 feet to a 1 inch iron rod found;

North 03°28'11" West, a distance of 61.02 feet to a 1 inch iron rod found for the beginning of a non-tangent curve to the left having a central angle of 02°29'16", a radius of 5,879.58 feet, a chord bearing North 08°26'01" West, a chord distance of 255.26 feet;

Along said non-tangent curve to the left an arc length of 255.28 feet to a 1 inch iron rod found;

North 40°33'09" East, a distance of 25.80 feet to the POINT OF BEGINNING and CONTAINING 10.893 acres or 474,498 square feet of land, more or less.

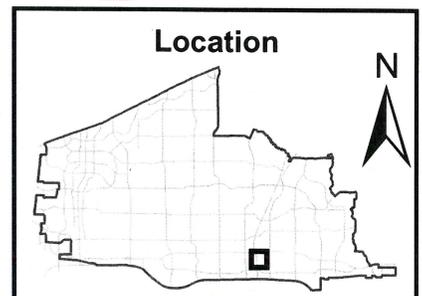


Zoning Case #: 2016-005

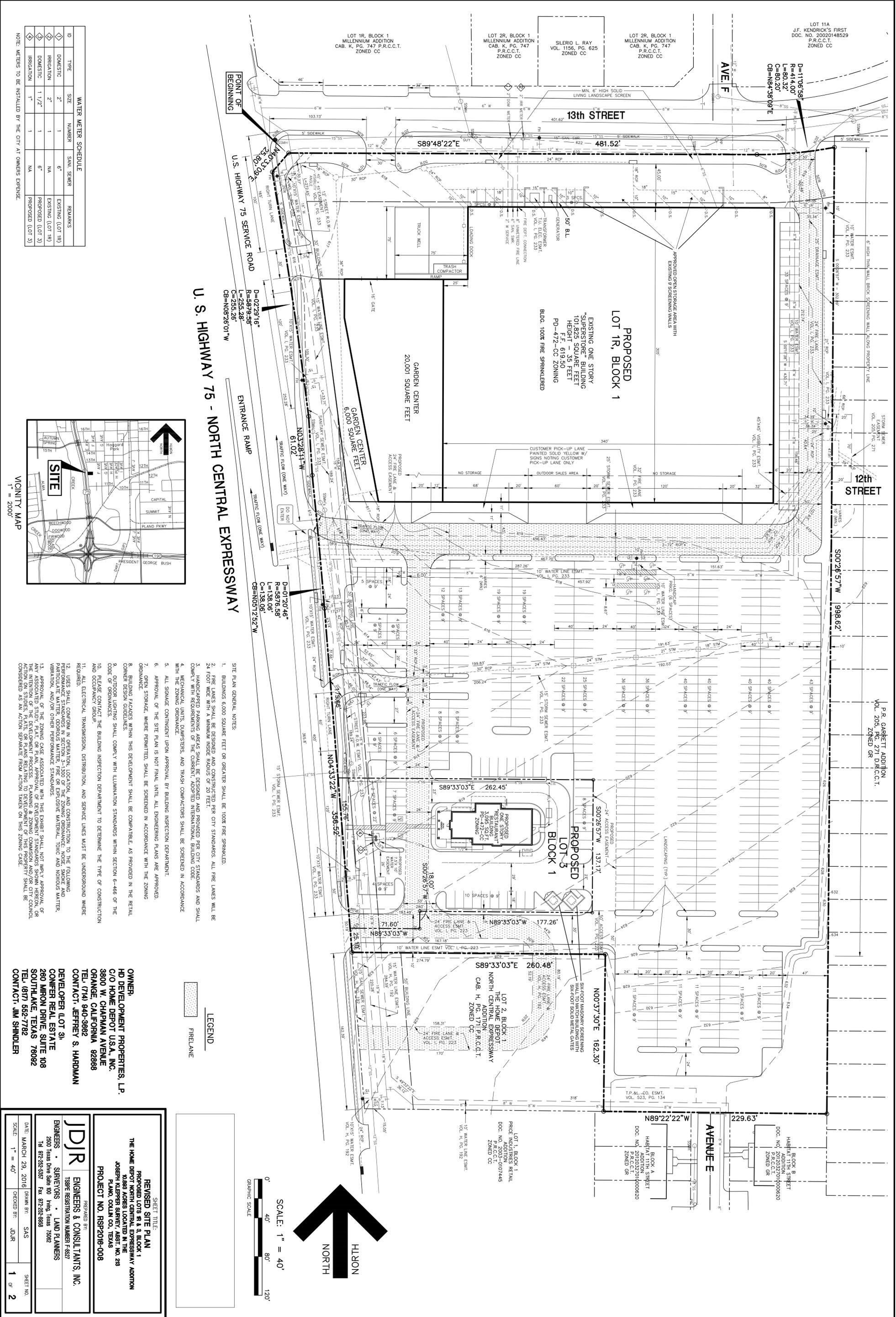
Existing Zoning: Planned Development-472-Corridor Commercial w/Specific Use Permit #618 (PD-472-CC w/SUP #618)

Proposed Zoning: Amend Planned Development-472-Corridor Commercial w/Specific Use Permit #618 (PD-472-CC w/SUP #618)

- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary
- Specific Use Permit
- City Limits
- Right-of-Way



Source: City of Plano Planning Department



WATER METER SCHEDULE			
ID	TYPE	SIZE	REMARKS
1	DOMESTIC	2"	EXISTING (LOT 1R)
2	DOMESTIC	2"	EXISTING (LOT 1R)
3	DOMESTIC	1 1/2"	EXISTING (LOT 3)
4	IRRIGATION	1"	PROPOSED (LOT 3)



NOTE: METERS TO BE INSTALLED BY THE CITY AT OWNERS EXPENSE.

- SITE PLAN GENERAL NOTES:**
1. BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED.
 2. FIRE LINES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS. ALL FIRE LINES WILL BE 24 FOOT WIDE WITH A MINIMUM INSIDE RADIUS OF 20 FEET.
 3. HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
 4. MECHANICAL UNITS, DUMPSTERS, AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 5. ALL STORAGE CONTINGENT UPON APPROVAL BY BUILDING INSPECTION DEPARTMENT.
 6. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
 7. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 8. BUILDING FACADES WITHIN THIS DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
 9. OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 6-466 OF THE CODE OF ORDINANCES.
 10. PLEASE CONTACT THE BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
 11. ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND WHERE REQUIRED.
 12. USES SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN SECTION 3-1509 OF THE ZONING ORDINANCE: NOISE, SMOKE AND VIBRATION, AND/OR OTHER PERFORMANCE STANDARDS.
 13. APPROVAL OF THE ZONING CASE ASSOCIATED WITH THE CURRENT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLATS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

OWNER:
 HD DEVELOPMENT PROPERTIES, L.P.
 C/O HOME DEPOT U.S.A., INC.
 3800 W. CHAPMAN AVENUE
 ORANGE, CALIFORNIA 92668
 TEL: (714) 940-8662
 CONTRACT: JEFFREY S. HARDMAN

DEVELOPER (LOT 3):
 CONIFER REAL ESTATE
 260 WILSON DRIVE, SUITE 108
 SOUTHLAKE, TEXAS 75092
 TEL: (817) 552-7782
 CONTRACT: JIM SHINDLER

JDJR ENGINEERS & CONSULTANTS, INC.
 PREPARED BY:
 ENGINEERS • SURVEYORS • LAND PLANNERS
 2500 Texas Drive Suite 100 Irving, Texas 75062
 Tel: 972-252-5557 Fax: 972-252-8888

REVISIONS:
 SHEET TITLE:
 REVISED SITE PLAN
 PROPOSED LOTS R & 3, BLOCK 1
 THE HOME DEPOT NORTH CENTRAL EXPRESSWAY ADDITION
 10889 AGNES LOCATED IN THE
 JOSEPH KLEPPER SURVEY, ABST. NO. 28
 PLANO, COLLIN CO, TEXAS
 PROJECT NO. RSP2016-008

DATE: MARCH 29, 2016 DRAWN BY: SAS SHEET NO. 1 OF 2
 SCALE: 1" = 40' CHECKED BY: JDJR



LEGEND:
 FIRELANE

PRICE INDUSTRIES RETAIL
 ADDITION
 DOC. NO. 2003-07445
 P.R.C.C.T.
 ZONED CC

LOT 1, BLOCK 1
 ADDITION
 DOC. NO. 2003-07445
 P.R.C.C.T.
 ZONED CC

LOT 2, BLOCK 1
 THE HOME DEPOT
 NORTH CENTRAL EXPRESSWAY
 ADDITION
 CAB. H. PG. 171 P.R.C.C.T.
 ZONED CC

LOT 3, BLOCK 1
 PROPOSED RESTAURANT
 BUILDING
 CAB. H. PG. 171 P.R.C.C.T.
 ZONED CC

LOT 11A
 J.F. KENDRICK'S FIRST
 DOC. NO. 20020148529
 P.R.C.C.T.
 ZONED CC

LOT 205
 P.R. GARRETT ADDITION
 VOL. 205, PG. 271 D.R.C.C.T.
 ZONED SR

LOT 271
 EASTMAN
 VOL. 205, PG. 271
 ZONED SR

LOT 11A
 J.F. KENDRICK'S FIRST
 DOC. NO. 20020148529
 P.R.C.C.T.
 ZONED CC

LOT 2R, BLOCK 1
 MILLENNIUM ADDITION
 CAB. K, PG. 747
 P.R.C.C.T.
 ZONED CC

LOT 2R, BLOCK 1
 MILLENNIUM ADDITION
 CAB. K, PG. 747
 P.R.C.C.T.
 ZONED CC

LOT 1R, BLOCK 1
 MILLENNIUM ADDITION
 CAB. K, PG. 747
 P.R.C.C.T.
 ZONED CC

LOT 1R, BLOCK 1
 MILLENNIUM ADDITION
 CAB. K, PG. 747
 P.R.C.C.T.
 ZONED CC

LOT 1R, BLOCK 1
 MILLENNIUM ADDITION
 CAB. K, PG. 747
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LOT 1R, BLOCK 1
 MILLENNIUM ADDITION
 CAB. K, PG. 747
 P.R.C.C.T.
 ZONED CC

SITE TABULATIONS FOR PROPOSED LOT #1, BLOCK 1

Item	Lot 1, Block 1
General Site Data	
Zoning (from zoning map)	PD-472-CC
Land Use (from zoning ordinance)	SUPERSTORY/GARDEN CENTER
Lot Area (square feet & acres)	434,630 SF, 9.982 AC
Lot Area (square feet & acres)	434,630 SF, 9.982 AC
Build Footprint Area (square feet)	127,826 SF
Other Building Area (square feet)	127,826 SF
Building Height (feet)	35
Building Height (feet - distance to tallest building element)	29.40%
Lot Coverage (percent - xxx%)	0.294:1
Floor Area Ratio (ratio - xxx:1)	
Parking	
Parking Ratio (from zoning ordinance)	1/290 SF
Required Parking (ft spaces)	612 SPACES
Provided Parking (ft spaces)	354
Additional Parking Provided (ft spaces)	15
Accessible Parking Provided (ft spaces)	0
Parking in Excess of 110% of Required Parking (ft spaces)	
Landscape Area (including turf areas)	
Landscape Edge Area Provided (square feet)	9,976 SF
Required interior landscape area (parking lot landscaping) (square feet)	4,432 SF
Additional interior landscape area provided (square feet)	46,344 SF
Other Landscape Area within the lot including Storm Water Conservation Areas (square feet)	0 SF
Total Landscape Area (square feet)	56,320 SF
Permeable Area (not including landscaping or turf areas)	
Permeable Pavement (square feet)	0 SF
Other Permeable Area within the lot not including landscaping or turf areas (square feet)	0 SF
Total Permeable Area (square feet)	0 SF
Impervious Area	
Building Footprint Area (square feet)	127,826 SF
Area of Sidewalks, Pavement & other Impervious Pavement (square feet)	350,694 SF
Other Impervious Area	0 SF
Total Impervious Area	378,510 SF
Sum of Total Landscape Area + Total Permeable Area + Total Impervious Area (square feet) Note: Sum must equal Lot Area	
	434,630 SF
Total Impervious Area	378,510 SF
Less BMP Impervious Area Credit	0 SF
Billable Impervious Area	378,510 SF

SITE TABULATIONS FOR PROPOSED LOT 3, BLOCK 1

Item	Lot 3, Block 1
General Site Data	
Zoning (from zoning map)	PD-472-CC
Land Use (from zoning ordinance)	RESTAURANT WITH DRIVE THRU
Lot Area (square feet & acres)	39,669 SF, 0.911 AC
Lot Area (square feet & acres)	39,669 SF, 0.911 AC
Build Footprint Area (square feet)	3,095 SF
Other Building Area (square feet)	3,095 SF
Building Height (feet)	28
Building Height (feet - distance to tallest building element)	7.60%
Lot Coverage (percent - xxx%)	0.0780:1
Floor Area Ratio (ratio - xxx:1)	
Parking	
Parking Ratio (from zoning ordinance)	1-100
Required Parking (ft spaces)	31 SPACES
Provided Parking (ft spaces)	31
Additional Parking Provided (ft spaces)	2
Accessible Parking Provided (ft spaces)	0
Parking in Excess of 110% of Required Parking (ft spaces)	
Landscape Area (including turf areas)	
Landscape Edge Area Provided (square feet)	1,568 SF
Required interior landscape area (parking lot landscaping) (square feet)	248 SF
Additional interior landscape area provided (square feet)	4,633 SF
Other Landscape Area within the lot including Storm Water Conservation Areas (square feet)	0 SF
Total Landscape Area (square feet)	6,499 SF
Permeable Area (not including landscaping or turf areas)	
Permeable Pavement (square feet)	0 SF
Other Permeable Area within the lot not including landscaping or turf areas (square feet)	0 SF
Total Permeable Area (square feet)	0 SF
Impervious Area	
Building Footprint Area (square feet)	3,095 SF
Area of Sidewalks, Pavement & other Impervious Pavement (square feet)	30,079 SF
Other Impervious Area	0 SF
Total Impervious Area	33,170 SF
Sum of Total Landscape Area + Total Permeable Area + Total Impervious Area (square feet) Note: Sum must equal Lot Area	
	39,669 SF
Total Impervious Area	33,170 SF
Less BMP Impervious Area Credit	0 SF
Billable Impervious Area	33,170 SF

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SHEET TITLE:
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DATE: MARCH 29, 2016 DRAWN BY: SAS SHEET NO.:
 SCALE: AS SHOWN CHECKED BY: JDJR 2 OF 2