

CITY COUNCIL

1520 AVENUE K



DATE: 6/8/2015
CALL TO ORDER: 7:00 p.m.
INVOCATION:
PLEDGE OF ALLEGIANCE: Plano Chapter of The Sons of the American Revolution

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<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> PRESENTATION: The Sons of the American Revolution are presenting Public Service Awards and honoring several City of Plano First Responders.</p> <p><u>COMMENTS OF PUBLIC INTEREST</u> <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> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u> May 26, 2015</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	Bid No. 2015-263-B for the Screening Wall Reconstruction – Fire Station No. 12 Project to HQS Construction, LLC in the amount of \$199,362; and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2015-248-B for the Bridge Repairs Phase 2 project to Urban Construction Group in the amount of \$1,342,638; and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2015-264-P for the Residential Concrete Pavement Maintenance Requirements Contract, with two (2) City optional renewals, Project No. 6561 to Jerusalem Corporation in the amount of \$1,579,000; and authorizing the City Manager to execute all necessary documents.	
(e)	Bid No. 2015-245-B for Russell Creek Park Site Renovations and Improvements, Project Nos. 6354 and 6452, to RoeschCo Construction, Inc. in the amount of \$3,112,510; and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(f)	To approve a Professional Services Agreement by and between the City of Plano and R-Delta Engineers, Inc., in the amount of \$138,840 for Legacy Drive at Parkwood Boulevard and Coit Road between SH 190 and Mapleshade Lane Paving Improvements project; and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Contract Modification</p>	
(g)	To approve and authorize the First Modification to Interlocal Agreement by and between the City of Plano, Texas, the City of Allen, Texas and the City of Parker, Texas to add three (3) talkgroups; authorizing its execution by the City Manager; and providing and effective date.	
	<p>Approval of Change Order</p>	
(h)	To Jerusalem Corporation, increasing the contract by \$354,673 for the Arterial Concrete Pavement Rehab Alma Road-Parker Road to Hedgcoxe Road, Project No. 6291, Change Order No. 1, Bid No. 2013-207-B; and authorizing the City Manager to execute all necessary documents.	
(i)	To James Douglas Weldon, Jr., D/B/A Weldon's Lawn and Tree, increasing the annual contract by \$4,560 for Public Building Landscape Group 3, Change Order No. 2, Original Bid No. 2012-240-C; and authorizing the City Manager to execute all necessary documents.	
(j)	To Ark Contracting Services, LLC, for the Erosion Control at Valley Creek & Stone Creek Project, increasing the contract by \$80,504, Change Order No. 1, Original Bid No. 2015-113-B; and authorizing the City Manager to execute all necessary documents.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(k)	<p><u>Adoption of Resolutions</u></p> <p>To certify that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that the Preston Ridge Trail Connection, Plano to Dallas has been dedicated for public park and recreational uses; 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 Ordinance as requested in Zoning Case 2015-05 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 661 so as to allow the additional use of Independent Living Facility on 5.0± acres of land located on the south side of Mapleshade Lane, 825± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; 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: University of Texas System</p>	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2015-13 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 0.3± acre of land located on the west side of Millard Drive, 140± feet south of 14th Street in the City of Plano, Collin County, Texas, from Retail to Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Charles Rice</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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:		06/08/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: The Sons of the American Revolution are presenting Public Service Awards and honoring several City of Plano First Responders.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
May 26, 2015**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Tuesday, May 26, 2015, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; to discuss Real Estate, Section 551.072; and Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 5:45 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion-

a) Personnel

Designation of Mayor Pro Tem and Deputy Mayor Pro Tem –

Upon a motion made by Mayor LaRosiliere and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8–0 to appoint Lissa Smith as Mayor Pro Tem.

Upon a motion made by Mayor LaRosiliere and seconded by Mayor Pro Tem Smith, the Council voted 8–0 to appoint Ben Harris as Deputy Mayor Pro Tem.

Council Appointments to Various Committees and Organizations

Mayor LaRosiliere read the following into the record.

- The Arts Center of North Texas Mayors Committee – Mayor LaRosiliere
- Collin County Mayors Committee – Mayor LaRosiliere
- Council Legislative Committee – Mayor, Mayor Pro Tem and Deputy Mayor Pro Tem
- Texas Clean Air Cities Coalition – David Downs
- Dallas Regional Mobility Coalition – Mayor Pro Tem Lissa Smith
- Designation of Official North Central Texas Council of Governments Voting Representative - Mayor LaRosiliere
- Metroplex Mayors Committee - Mayor LaRosiliere
- North Central Texas Workforce Development Board of Directors – Tom Harrison
- North Texas Commission – Mayor LaRosiliere and Mayor Pro Tem Lissa Smith
- North Texas Housing Coalition – Rick Grady
- Plano Health Facilities Development Corporation – Mayor LaRosiliere, David Downs, and Ron Kelley
- Regional Committee on Child Predator Legislation – Tom Harrison
- Regional Transportation Council – NCTCOG – Mayor Pro Tem Lissa Smith
- Board and Commission Review Committee – Deputy Mayor Pro Tem Ben Harris and David Downs
- Community Finance – Deputy Mayor Pro Tem Ben Harris and David Downs
- Joint PISD/Council Committee – Angela Miner and Rick Grady
- Ad Hoc Committee of Cities of Allen, Plano and Frisco– Deputy Mayor Pro Tem Ben Harris and David Downs
- Multi-Cultural Outreach Roundtable – David Downs and Angela Miner
- Animal Shelter Advisory Committee – Angela Miner and Tom Harrison
- The Arts Center of North Texas – Mayor Harry LaRosiliere
- Board of Adjustment – Deputy Mayor Pro Tem Harris and Rick Grady
- Building Standards Commission – Ron Kelley and Tom Harrison
- Civil Service Commission - City Manager Bruce D. Glasscock
- Collin County Appraisal District Board – Angela Miner and Ron Kelley
- Community Relations Commission – Deputy Mayor Pro Tem Ben Harris and Rick Grady
- Cultural Affairs Commission – Mayor Pro Tem Lissa Smith and David Downs
- DART Board of Directors – Faye Moses Wilkins and Paul Wageman
- Heritage Commission – David Downs and Ron Kelley
- Library Advisory Board – Angela Miner and Tom Harrison
- North Texas Municipal Water District Board – Mayor Pro Tem Lissa Smith and Deputy Mayor Pro Tem Ben Harris
- Parks and Recreation Planning Board – Ron Kelley and Tom Harrison
- Photographic Traffic Signal Advisory Committee – Rick Grady and Ron Kelley
- Planning and Zoning Commission – Mayor Pro Tem Lissa Smith and David Downs
- Plano Housing Authority – Rick Grady and Ron Kelley
- Retirement Security Plan Committee – City Manager Bruce D. Glasscock
- Self Sufficiency Committee – Deputy Mayor Pro Tem Ben Harris and Tom Harrison
- Senior Citizens Advisory Board – Mayor Pro Tem Lissa Smith and Angela Miner
- Tax Increment Financing Reinvestment Zone No. 2 Board – Angela Miner and Rick Grady

Personnel

a) Tax increment Financing Reinvestment Zone No. 2

Upon a motion made by Mayor LaRosiliere and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8–0 to appoint Council Member Miner as a member and Chair of the Tax Increment Financing Reinvestment Zone No. 2.

Citywide Roadway Projects Update

Director of Engineering Carr provided information regarding roadway projects throughout the city. He stated City roadways are maintained by multiple agencies and that Texas Department of Transportation (TxDOT) and North Texas Tollway Authority (NTTA) have several projects underway. Mr. Carr spoke to the improvements to US 75 at Spring Creek, the addition of lanes on the Sam Rayburn Tollway, Dallas North Tollway widening and the interchange improvements at the President George Bush Turnpike at US 75 and the Dallas North Tollway as well as other projects.

Mr. Carr discussed the City initiated projects of adding additional lanes at intersections to alleviate congestion, a bike trail over US 75, and the addition of two lanes on Windhaven Parkway. He stated in Legacy West the developer was realigning the intersection of Communications Parkway and Headquarters Drive. Mr. Carr added Marsh Lane improvements will be funded by Denton County and the City will work with the City of Carrollton to complete the improvements and maintain the road in the future.

Mr. Carr spoke to the delay in construction at Preston Road and Parker Road due to utility relocation and lane reconfiguration at Preston Road and Plano Parkway to increase capacity and reduce traffic congestion. In response to Council, Mr. Carr stated it will take two years to complete the project and interruptions will be limited, there will not be any turn restrictions, and open space will need to be maintained. He spoke to the construction restrictions of the improvements to President George Bush Turnpike and traffic signal coordination and adaptive traffic signals.

Heritage Preservation Permitting Recommendations

Director of Planning Day stated to improve customer service and reduce the burden to property owners in the Downtown Heritage District for the Heritage Preservation Permitting process, three items are recommended:

1. Expedite the update of the Heritage Preservation Ordinance and Guidelines
2. Develop a formal training calendar for Commission members and set an annual meeting with the liaisons
3. Delegate review and permitting of signs and lighting to staff.

The council expressed concurrence to proceed with the recommendations.

Consent and Regular Agendas

Mayor LaRosiliere stated that Deputy Mayor Pro Tem Harris requested Item D to be pulled from consent due to a conflict of interest and Mayor Pro Tem Smith requested for Item G to be pulled for individual consideration.

Council Items for Future Discussion

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:17 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
May 26, 2015**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Regular Session on Tuesday, May 26, 2015, at 7:01 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Dr. Joseph Parker of First Presbyterian Church of Plano led the invocation and Council Member Grady led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere presented proclamations for Motorcycle Safety Awareness Month, 2015 - Year of the Library, recognized the Plano West High School Basketball Team and the Plano Library Bookmark winners.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

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

Approval of Minutes

May 11, 2015

May 20, 2015

(Consent Agenda Item "A")

Approval of Expenditures

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

Bid No. 2015-152-B for Ridgeview Pump Station Roof and Wall Sealant Replacement to Castro Roofing of Texas, LLC in the amount of \$182,515; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Bid No. 2015-197-C for a one (1) year contract with three (3) City optional renewals for Professional Food Service Personnel for the Plano Centre to SMB Services, LLC in the estimated annual amount of \$141,833; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "C")

Purchase from an Existing Contract

To approve the purchase of carpet replacement for the Harrington Library in the amount of \$113,000 from Gomez Floor Covering, Inc., dba GFC Contracting through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard 476-15) (Consent Agenda Item "E")

To approve the purchase of two (2) Crane Carrier Refuse Truck Chassis in the amount of \$364,402 from Bond Equipment Company, Inc. and two (2) Rear Loader Bodies in the amount of \$178,024 from Heil of Texas for a total amount of \$542,426 for Fleet Services to be utilized by the Environmental Waste Services Division through existing TASB/BuyBoard contracts; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 425-13 and 430-13) (Consent Agenda Item "F")

To approve the purchase of a Landscape Maintenance Provider for the Parks and Recreation Department from ValleyCrest Landscape Maintenance, Inc., in the total estimated amount of \$450,000 for the initial three (3) year term and an estimated annual amount of \$150,000 for two (2) one-year optional renewals through an existing contract with Plano Independent School District; and authorizing the City Manager to execute all necessary documents. (PISD Contract #2015-002) (Consent Agenda Item "H")

Approval of Contract Modification

To approve and authorize the First Modification to Interlocal Agreement by and between the City of Plano, Texas and the City of Desoto, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. (Consent Agenda Item "I")

Approval of Expenditure

To approve an expenditure for the purchase of a three (3) year annual technical service support agreement for eleven (11) Lifepak 12 devices, eleven (11) Lifepak 15 devices, seven (7) Lifepak 1000 devices, and sixteen (16) Lucas Cardiac Compression devices from Physio Control in the amount of \$168,777 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “J”)

Adoption of Resolutions

Resolution No. 2015-5-5(R): To approve the terms and conditions of an Amended and Restated Economic Development Incentive Agreement by and between the City of Plano, Texas and Pizza Hut of America, LLC, a Delaware limited liability company, f/k/a Pizza Hut of America, Inc., a Delaware corporation; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2015-5-6(R): To approve the terms and conditions of an interlocal agreement by and between the City of Plano, Texas, and the State of Texas Parks and Wildlife Department for the construction of a bioretention basin at Chisholm Trail Park; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2015-5-7(R): To approve the dedication of a 0.121 acre tract of land owned by the City of Plano, Texas, presently designated as park property, as permanent easement and right-of-way within the Moore Park site, said tract being situated in the Robert C. Whisenant Survey, Abstract No, 1012; and providing an effective date. (Consent Agenda Item “M”)

Resolution No. 2015-5-8(R): To authorize continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date. (Consent Agenda Item “N”)

Resolution No. 2015-5-9(R): To approve the Investment Portfolio Summary for the quarter ending March 31, 2015 and providing an effective date. (Consent Agenda Item “O”)

Adoption of Ordinances

Ordinance No. 2015-5-10: To amend Section 12-73.1(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to enact school zones for summer school sessions; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “P”)

Ordinance No. 2015-5-11: To amend Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing and Parking, Section 12-102(f), prohibiting parking along certain sections of Decator Drive and Longfellow 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 “Q”)

Ordinance No. 2015-5-12: To approve a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2014 and 2015 rate review mechanism filings; approving a settlement agreement with attached rate tariffs and proof of revenues; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the Company and the ACSC’s legal counsel. (Consent Agenda Item “R”)

Ordinance No. 2015-5-13: To amend Section 12-114 of Chapter 12, Motor Vehicles and Traffic of the Code of Ordinances of the City of Plano, Texas thereby providing that City service or emergency trailers, semi-trailers, pole trailers and special mobile equipment may park or stand in single-family, two-family and multifamily dwelling districts; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item “S”)

END OF CONSENT

RFQ No. 2015-51-C for a five (5) year contract with five (5) one-year City optional renewals for Medical Advisory Services for the Fire Department to Columbia Medical Center of Plano Subsidiary, L.P. dba Medical Center of Plano in the total estimated amount of \$991,800 for the initial five (5) year term and an estimated annual amount of \$207,000 for each optional renewal year; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Due to a conflict of interest, Deputy Mayor Pro Tem Harris stepped down from the dais.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 7-0, with Deputy Mayor Pro Tem Harris abstaining, to approve RFQ No. 2015-51-C for a five (5) year contract with five (5) one-year City optional renewals for Medical Advisory Services for the Fire Department to Columbia Medical Center of Plano Subsidiary, L.P. dba Medical Center of Plano in the total estimated amount of \$991,800 for the initial five (5) year term and an estimated annual amount of \$207,000 for each optional renewal year. Deputy Mayor Pro Tem Harris returned to the dais.

To approve the purchase of fitness equipment for the Liberty, Oak Point, Tom Muehlenbeck, and Senior Recreation Centers from Comm Fit in the amount of \$63,799 and Marathon Fitness in the amount of \$155,780 through an existing contract/agreement with BuyBoard; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract 413-12) (Consent Agenda Item “G”)

Director of Parks and Recreation Fortenberry responded to Council questions regarding the replacement policy of exercise equipment stating the equipment is evaluated annually, a portion of the membership fees are set aside to fund the replacements, and replacement are on a piece for piece basis not adding equipment to any facility. She added bond funds are not typically used for items with a shorter life cycle.

To approve the purchase of fitness equipment (Cont'd.)

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 8-0, to approve the purchase of fitness equipment for the Liberty, Oak Point, Tom Muehlenbeck, and Senior Recreation Centers from Comm Fit in the amount of \$63,799 and Marathon Fitness in the amount of \$155,780 through an existing contract/agreement with BuyBoard.

Public Hearing and adoption of Ordinance No. 2015-5-14 to renew the designation of a certain area within the City of Plano, Texas, known as Reinvestment Zone No. 120 for tax abatement consisting of a 20.54 acre tract of land located 500 feet north of Tennyson Parkway and east of Corporate Drive in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Item "1")

Director of Economic Development Bane spoke to the legal requirements of a reinvestment zone and that this item renews the reinvestment zone initially approved in 2009. She stated if approved, the \$5 million in real property improvements and \$2 million in business personal property improvements will in place by December 31, 2016. Ms. Bane advised the abatement would be for a term of ten years beginning January 1, 2017 and at a rate of fifty percent.

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

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 8-0, to renew the designation of a certain area within the City of Plano, Texas, known as Reinvestment Zone No. 120 for tax abatement consisting of a 20.54 acre tract of land located 500 feet north of Tennyson Parkway and east of Corporate Drive in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and further to adopt Ordinance No. 2015-5-14.

Resolution No. 2015-5-15(R): To approve the terms and conditions of an agreement by and between the City of Plano, Texas and Pizza Hut of America, LLC, a Delaware limited liability company, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Item "2")

Director of Economic Development Bane stated the abatement will be between the City and Pizza Hut of America, LLC and that the company would construct at least 60,000 square feet of office and training space on their campus in Plano. She added the abatement is for a term of 10 years at a rate of fifty percent.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Downs, the Council voted 8-0, to approve the terms and conditions of an agreement by and between the City of Plano, Texas and Pizza Hut of America, LLC, a Delaware limited liability company, providing for real and business personal property tax abatement; and further to adopt Resolution No. 2015-5-15(R).

Public Hearing and adoption of Resolution No. 2015-5-16(R) to approve the use or taking of a portion of City of Plano public Park Land, known as Oak Point Park and Nature Preserve pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a permanent easement and right of way to Oncor Electric Delivery LLC for the purpose of upgrading electrical service to the North Texas Municipal Water District sewer pumping station located in the park; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Regular Item “3”)

Director of Parks and Recreation Fortenberry spoke to the request by Oncor Electric Delivery LLC for a permanent right-of-way and easement and the legal requirements under Chapter 26 of the Texas Parks and Wildlife Code. She stated the Council must find there is no feasible alternative and proper planning has been completed. Ms. Fortenberry provided information regarding the site, stating the location is within an existing easement and the impact will be minimal.

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

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to approve the use or taking of a portion of City of Plano public Park Land, known as Oak Point Park and Nature Preserve pursuant to Chapter 26 of the Texas Parks and Wildlife Code to approve using a portion of dedicated Park Land as a permanent easement and right of way to Oncor Electric Delivery LLC for the purpose of upgrading electrical service to the North Texas Municipal Water District sewer pumping station located in the park; and further to adopt Resolution No. 2015-5-16(R).

With no further business, Mayor LaRosiliere adjourned the meeting at 7:44 p.m.

Harry LaRosiliere, Mayor

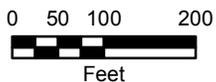
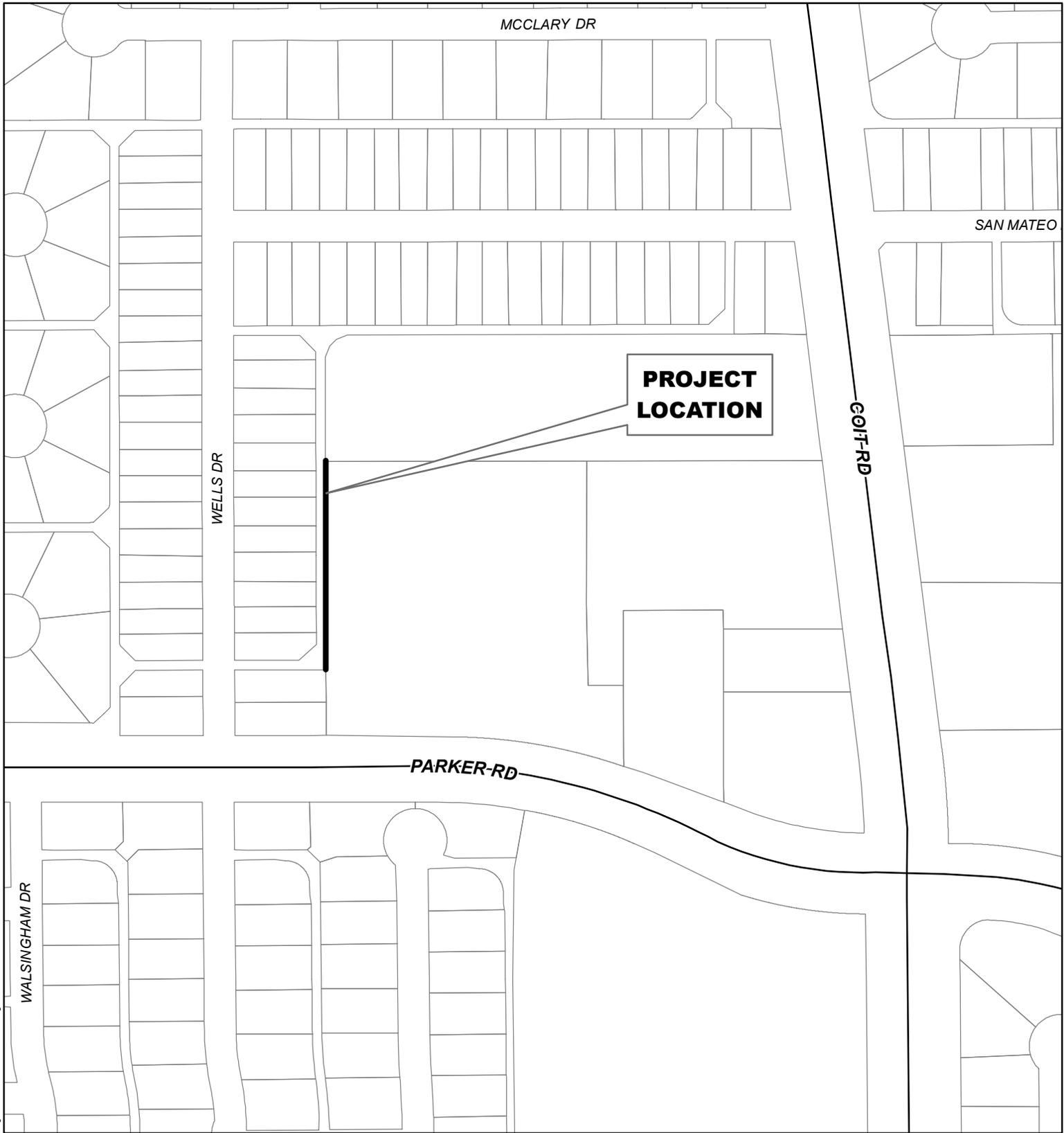
ATTEST

Lisa C. Henderson, City Secretary



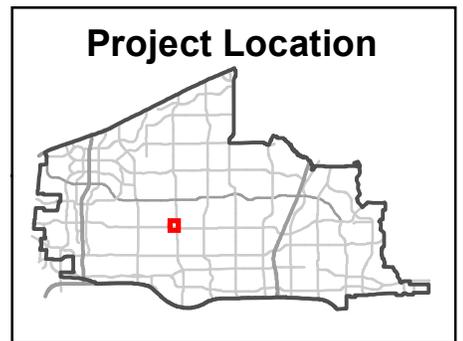
**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/08/15		
Department:		Engineering		
Department Head:		Jack Carr, PE		
Agenda Coordinator (include phone #): Kathleen Schonke (7198) Project No. 6509				
CAPTION				
Bid No. 2015-263-B for the Screening Wall Reconstruction – Fire Station No. 12 Project to HQS Construction, LLC, in the amount of \$199,362 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: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	270,000	0	270,000
Encumbered/Expended Amount	0	-38,155	0	-38,155
This Item	0	-199,362	0	-199,362
BALANCE	0	32,483	0	32,483
FUND(S): STREET IMPROVEMENTS CIP				
<p>COMMENTS: Funding is available in the 2014-15 Street Improvements CIP for this item. Reconstruction of the screening wall on the west side of Fire Station 12, in the amount of \$199,362, will leave a current year balance of \$32,483 available for future expenditures on this project or other street improvements.</p> <p>STRATEGIC PLAN GOAL: Reconstructing a screening wall between a residential alley and a fire station relates to the City's goals of Great Neighborhoods – 1st Choice to Live and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This contract is for the reconstruction of 387 LF of Screening Wall on the west side of Fire Station No. 12, located at 4101 West Parker Road. Staff recommends the bid submitted by HQS Construction, LLC, in the amount of \$199,362.00, be accepted as the lowest responsible bid, conditioned upon timely execution of any necessary contract documents.</p> <p>The second lowest bidder is Ratliff Hardscape, Ltd., in the amount of \$206,576.18.</p> <p>The engineer's estimate was \$169,000.00</p>				
List of Supporting Documents: Location Map, Bid Summary			Other Departments, Boards, Commissions or Agencies N/A	



City of Plano GIS Division
May, 2015

Project Number 6509
Screening Wall Reconstruction
Fire Station No. 12



CITY OF PLANO

Bid No. 2015-263-B

Screening Wall Reconstruction – Fire Station No. 12 – Project No. 6509

Bid Recap

Bid opening Date/Time: May 5, 2015 @ 1:30 PM

Number of Vendors Notified: 7,555

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 2

Vendor Name

HQS Construction, LLC

Ratliff Hardscape, Ltd.

Total Base Bid

\$199,362.00

\$206,576.18

Recommended Vendor(s):

HQS Construction, LLC

\$199,362.00

Corey Isaacs

Corey Isaacs, Buyer II

May 6, 2015

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/08/15			
Department:		Engineering			
Department Head:		Jack Carr, PE			
Agenda Coordinator (include phone #):			Kathleen Schonne(7198)		
			Project No. 6154.1		
CAPTION					
Bid No. 2015-248-B for the Bridge Repairs Phase 2 project to Urban Construction Group, in the amount of \$1,342,638 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:	2014-15, 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		385,753	1,841,366	2,000,000	4,227,119
Encumbered/Expended Amount		-385,753	-86,686	0	-472,439
This Item		0	-403,000	-939,638	-1,342,638
BALANCE		0	1,351,680	1,060,362	2,412,042
FUND(S): STREET IMPROVEMENTS CIP					
<p>COMMENTS: Funding is available in the 2014-15 Street Improvements CIP for this item. Repairs at various bridge locations throughout Plano, in the amount of \$1,342,638 over the current and next fiscal years, will leave an anticipated project balance of \$2,412,042 available for further bridge inspection and repair work or expenditures on other street improvement projects.</p> <p>STRATEGIC PLAN GOAL: Constructing repairs to bridges throughout Plano relates to the City's goals of Safe Large City and Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Staff recommends the bid of Urban Construction Group in the amount of \$1,342,638.00, be accepted as the lowest responsible bid, conditioned on timely execution of any necessary contract documents.					
The second lowest bidder is Ark Contracting Services, LLC in the amount of \$1,955,622.00.					
The engineer's estimate was \$1,600,000.00.					
The purpose of this project is to provide various repairs at 35 bridge locations in Plano.					
List of Supporting Documents: Location Map, Bid Summary			Other Departments, Boards, Commissions or Agencies N/A		

CITY OF PLANO

Bid No. 2015-248-B

Bridge Repairs Phase 2 – Project No. 6154.1

Bid Recap

Bid opening Date/Time: May 15, 2015 @ 10:00 AM

Number of Vendors Notified: 7,702

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 3

<u>Vendor Name</u>	<u>Total Base Bid</u>
Urban Construction Group	\$1,342,638.00
Ark Contracting Services, LLC	\$1,955,622.00
GHB Equipment Co., LLC	\$1,977,711.00

Recommended Vendor(s):
Urban Construction Group \$1,342,638.00

Corey Isaacs

Corey Isaacs, Buyer II

May 20, 2015

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/8/2015			
Department:		Public Works/David Falls			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #): Shawn Breen (972-769-4193)					
CAPTION					
Bid No. 2015-264-P, for the Residential Concrete Pavement Maintenance Requirements Contract, with two (2) City optional renewals, Project No. 6561 to Jerusalem Corporation in the amount of \$1,579,000 and authorizing the City Manager or his authorized designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2014-15, 2015-16, 2016-17, 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		2,626,876	11,418,124	15,000,000	29,045,000
Encumbered/Expended Amount		-2,626,876	-6,377,295	0	-9,004,171
This Item		0	-394,750	-4,342,250	-4,737,000
BALANCE		0	4,646,079	10,657,750	15,303,829
FUND(S): CAPITAL RESERVE FUND					
<p>COMMENTS: Funding is available for this item in FY 2014-15 and planned for future years in the 2014-15 Capital Reserve CIP. This pavement maintenance requirements contract, in the amount of \$1,579,000 annually with two optional renewals, will leave a combined future year available balance of \$15,303,829 available for further residential concrete repair projects.</p> <p>STRATEGIC PLAN GOAL: Obtaining pavement maintenance services to address residential street and sidewalk repair and maintenance relates to the City's goals of a Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>					
SUMMARY OF ITEM					
<p>Public Works recommends the bid for the Residential Concrete Pavement Maintenance Requirements Contract to Jerusalem Corporation, in the amount of \$1,579,000.00, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the repair of 25,150 SY of concrete pavement, and 12,000 SF of sidewalk repair at various locations within the City of Plano.</p> <p>Public Works estimate for this project is \$1,640,000.</p>					
List of Supporting Documents: Bid Recap			Other Departments, Boards, Commissions or Agencies		

CITY OF PLANO

BID NO. 2015-264-P
Residential Concrete Pavement Maintenance Requirements Contract
Project No. 6561
Bid Recap

Bid opening Date/Time: May 8, 2015 @ 1:30PM

Number of Vendors Notified: 1488

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specification: 0

Number of Bids Submitted: 5

<u>Vendor Name</u>	<u>Total Bid</u>
Jerusalem Corporation	\$1,579,000.00
Urban Construction Group	\$1,766,150.00
Jim Bowman Construction Co. LP	\$1,999,275.00
XIT Paving & Construction Inc	\$2,208,450.00
Lone Star Civil Construction Inc.	\$2,697,570.00

Recommended Vendor(s):
Jerusalem Corporation \$1,579,000.00

Nancy Corwin

May 8, 2015

Nancy Corwin, Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/8/15			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Susan Berger (7255)					
CAPTION					
Bid No. 2015-245-B for Russell Creek Park Site Renovations and Improvements, Project Nos. 6354 and 6452, to RoeschCo Construction, Inc. in the amount of \$3,112,510 and authorizing the City Manager or his designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		1,176,450	7,182,550	950,000	9,309,000
Encumbered/Expended Amount		-1,176,450	-3,725,149	0	-4,901,599
This Item		0	-3,112,510	0	-3,112,510
BALANCE		0	344,891	950,000	1,294,891
FUND(s): PARK IMPROVEMENT CIP; CAPITAL RESERVE FUND					
<p>COMMENTS: Funding is available for this item in the Park Improvement CIP & Capital Reserve CIP. The construction of improvements and renovations at Russell Creek Park, in the amount of \$3,112,510, will leave a current year balance of \$344,891 available for future park improvement expenditures.</p> <p>STRATEGIC PLAN GOAL: Adding parking space, restrooms, irrigation systems, shade structures and drainage and playing surface improvements to existing Plano parks and athletic fields relates to the City's goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>Staff recommends the bid received from RoeschCo Construction, Inc. in the amount of \$3,112,510 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.</p> <p>The \$3,112,510 award includes a new 157 space parking lot located at the southern end of the park; an additional large restroom in the northwest quadrant of the park; a new irrigation system in the northeast quadrant of the park; spectator shade structures in the northeast quadrant; and grading, drainage, and grassing improvements in the northeast quadrant.</p> <p>The low bid of \$3,112,510 exceeds the construction estimate of \$2,600,000. Staff has reviewed the bids with the consultant and the bidders. Five bids were received. Staff does not believe that rebidding the project will result in lower bids. Project funding is available to award a contract based on the actual bids received.</p>					

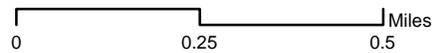
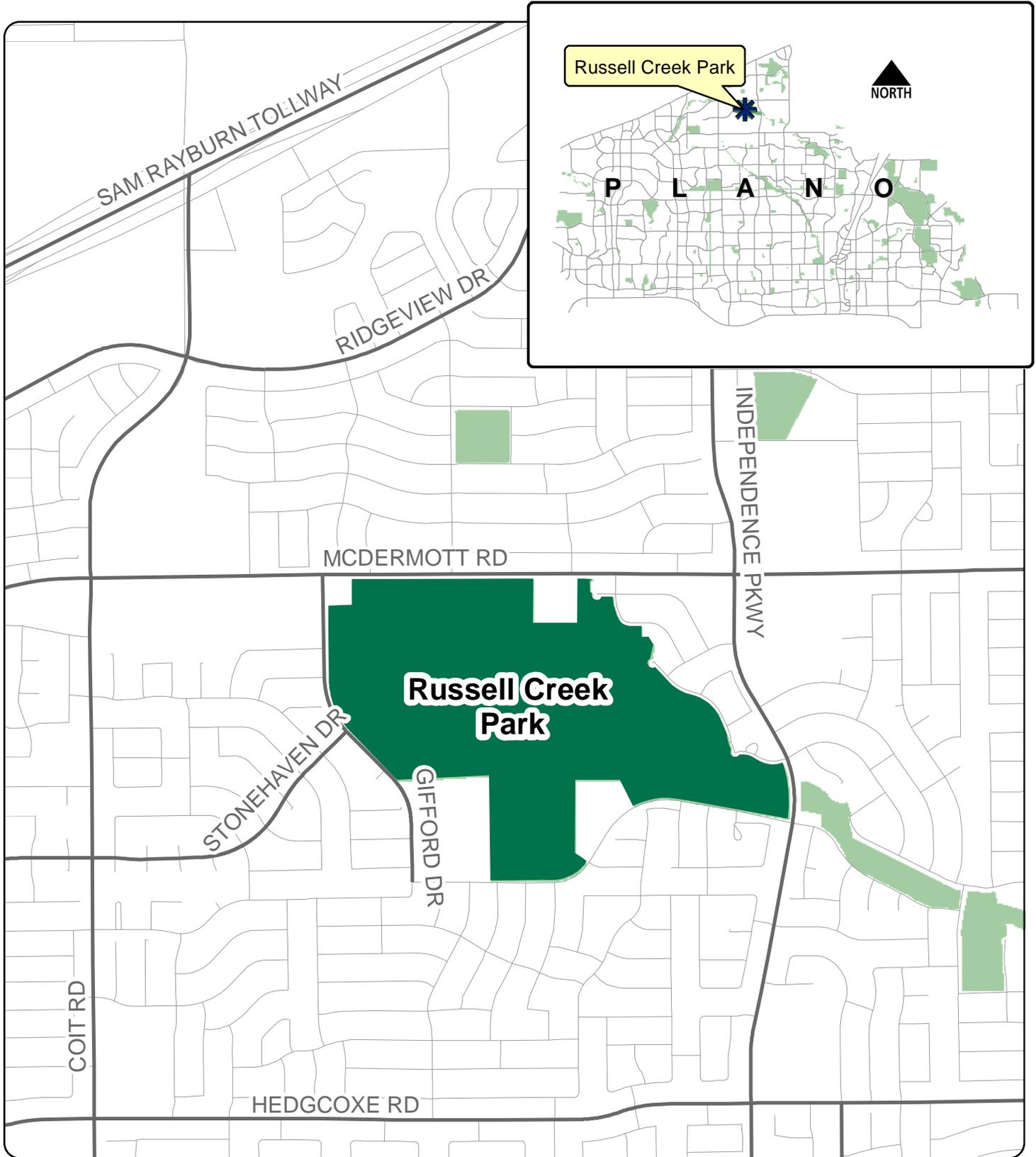


CITY OF PLANO COUNCIL AGENDA ITEM

Project Location Map: https://goo.gl/maps/QoDJg	
List of Supporting Documents: Location Map Bid Recap	Other Departments, Boards, Commissions or Agencies

Location Map

Russell Creek Park



CITY OF PLANO

Bid No. 2015-245-B

Russell Creek Park Site Renovations & Improvements – Projects No. 6354 & 6452

Bid Recap

Bid opening Date/Time: May 11, 2015 @ 11:00 AM

Number of Vendors Notified: 12,985

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 5

<u>Vendor Name</u>	<u>Total Base Bid</u>
RoeschCo Construction, Inc.	\$3,112,510.00
Dean Electric, Inc. d/b/a Dean Construction	\$3,459,595.00
J.C. Commercial, Inc.	\$3,577,777.00
HQS Construction, LLC	\$3,707,011.00
Drive Construction GC, LLC	\$3,716,549.00
 <u>Recommended Vendor(s):</u>	
RoeschCo Construction, Inc.	\$3,112,510.00

Corey Isaacs

Corey Isaacs, Buyer II

May 20, 2015

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	06/08/15
Department:	Engineering
Department Head:	Jack Carr, PE
Agenda Coordinator (include phone #): Kathleen Schonne (7198) Project No. 6610	

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and R-Delta Engineers, Inc., in the amount of \$138,840, for Legacy Drive at Parkwood Boulevard and Coit Road between SH 190 and Mapleshade Lane Paving Improvements project and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	2014-15, 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	132,000	900,000	1,032,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-120,000	-18,840	-138,840
BALANCE		0	12,000	881,160	893,160

FUND(S): **STREET IMPROVEMENTS CIP**

COMMENTS: Funding is available in the 2014-15 Street Improvements CIP for this item. Professional design and engineering services for this project, in the amount of \$138,840, will leave a projected project balance of \$893,160 available for future expenditures on this project or other street improvement projects.

STRATEGIC PLAN GOAL: Obtaining professional engineering services to design and oversee construction of capital projects relates to the City's goal of a Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This project includes engineering services necessary for the Legacy Drive at Parkwood Boulevard and Coit Road Between SH 190 and Mapleshade Lane Paving Improvements Project. This project is at two separate locations and includes the following work:

Coit Road between SH 190 and Mapleshade

- o Add a continuous southbound deceleration/right-turn lane from SH 190 to Mapleshade

Legacy Drive at Parkwood Boulevard

- o Add left-turn lanes
- o Add right-turn lanes

The contract fee is for \$138,840.00 and is detailed as follows:

Basic Services	
1. Research and Data Collection	\$500.00
2. Design Survey	\$11,200.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

3.	Subsurface Utility Engineering (Level C & B)	\$6,590.00
4.	Legacy/Parkwood Signal Assessment	\$2,500.00
5.	Legacy/Parkwood Paving Profile (Rideability) Assessment	\$2,500.00
6.	Preliminary Design	\$62,500.00
7.	Final Design	\$22,500.00
8.	Bid Phase	\$2,500.00
9.	Construction Administration	\$3,500.00
10.	Construction Control Survey	\$1,500.00
	Total Basic Fee	\$115,790.00
11.	Special Services	
	a. Geotechnical Investigation/Report (Terracon)	\$3,500.00
	b. Subsurface Utility Engineering (Level A – Estimate)	\$8,000.00
	c. Right-of-Way Documents (1 @ \$750.00/ea.)	\$750.00
	d. Temporary Easement Documents (2 @ \$400.00/ea.)	\$800.00
	e. Permanent Easement Documents (5 @ \$400.00/ea.)	\$2,500.00
	f. Landscape and Irrigation Plans and Details (Estimate)	\$7,500.00
	Total Special Services	\$23,050.00
	TOTAL FEE	\$138,840.00
List of Supporting Documents: Location Maps, Agreement		Other Departments, Boards, Commissions or Agencies N/A

husainh.Z\ENGINEERY\Husain_Hamza\6610 - Intersection Imp. 2015\6610 - Intersection Imp. 2015\6610 - Intersection Imp. -Master Copy\3.0 Design\3.1 Correspondence\3.1.1 Consultant\LOCATION MAP A.mxd

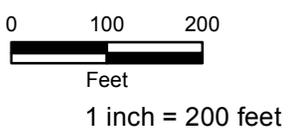
MAPLESHADE LN

COIT RD

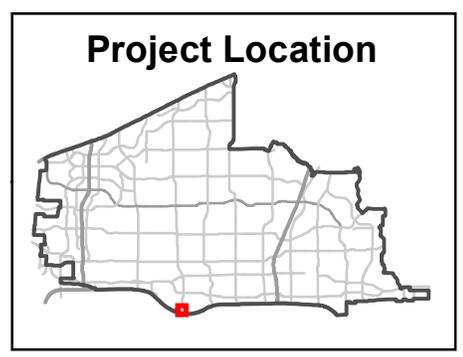
PRESIDENT GEORGE BUSH TPKE

Add continuous deceleration lane on Coit Road for southbound traffic

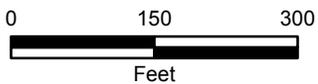
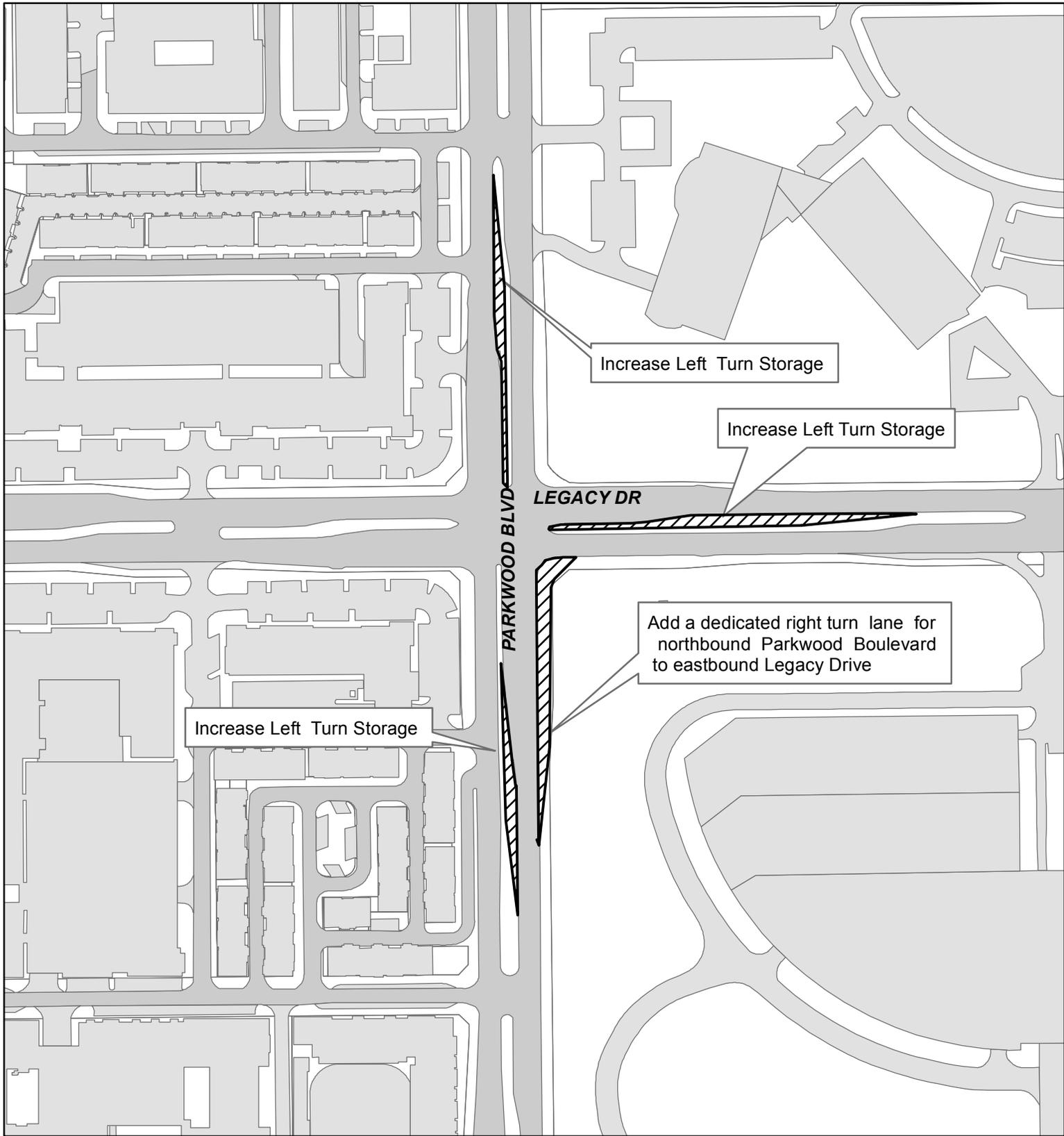
Add a deceleration lane for northbound Coit Road at existing Market Plaza shopping center driveway



**COIT ROAD BETWEEN SH190
AND MAPLESHADE LANE
PAVING IMPROVEMENTS
PROJECT NO. 6610**



husainh.Z\ENGINEER\Husain_Hamza\6610-Intersection Imp_2015\6610-Intersection Imp - Master Copy\3.0 Design\3.1 Correspondence\3.1.1 Consultant\LOCATION MAP B.mxd

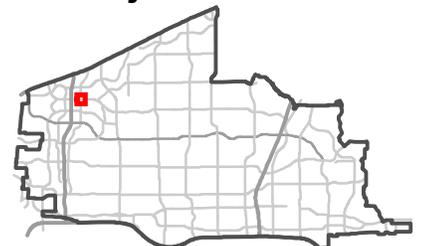


1 inch = 200 feet

City of Plano GIS Division
May, 2015

**LEGACY DRIVE AT PARKWOOD BOULEVARD
PAVING IMPROVEMENTS
PROJECT NO. 6610**

Project Location



**LEGACY DRIVE AT PARKWOOD BOULEVARD
COIT ROAD BETWEEN SH 190 AND MAPLESHADE LANE
PAVING IMPROVEMENTS**

PROJECT NO. 6610

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **R-DELTA ENGINEERS, 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 **LEGACY DRIVE AT PARKWOOD BOULEVARD COIT ROAD BETWEEN SH 190 AND MAPLESHADE LANE PAVING IMPROVEMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

R-Delta Engineers, Inc.
Attn: Frank A. Polma, P.E.
618 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.

R-DELTA ENGINEERS, INC.
A Texas Corporation

BY: 
Frank A. Polma, P.E.
PRESIDENT

DATE: 5/24/15

CITY OF PLANO, TEXAS

DATE: _____ BY: Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

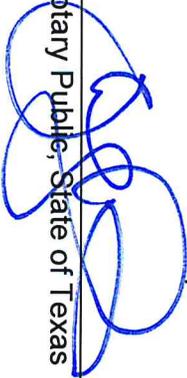
Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22nd day of May, 2015, by **FRANK A. POLMA, P.E., PRESIDENT** of **R-DELTA ENGINEERS, 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 _____, 2015, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES

**EXHIBIT A
SCOPE OF SERVICES**

**LEGACY DRIVE AT PARKWOOD BOULEVARD
COIT ROAD BETWEEN WB SH190 AND MAPLESHADE LANE
PAVING IMPROVEMENTS
PROJECT NUMBER 6610
C.I.P. NUMBER 31153**

PROJECT DESCRIPTION:

- A. Evaluate profile of Parkwood Boulevard through the Legacy Drive intersection and recommend modifications to improve rideability
- B. Construct the following paving improvements at the intersection of Legacy Drive and Parkwood Boulevard:
 - a. Additional left turn lane for westbound Legacy Drive to southbound Parkwood Boulevard (300' storage, 150' transition)
 - b. Additional left turn lane for southbound Parkwood Boulevard to eastbound Legacy Drive (300' storage, 150' transition)
 - c. Extension of existing left turn lane for northbound Parkwood Boulevard to westbound Legacy Drive (300' storage, 150' transition)
 - d. Dedicated right turn lane for northbound Parkwood Boulevard to eastbound Legacy Drive (200' storage, 150' transition)
 - e. Tapered paving width transition at northbound Parkwood Boulevard outside lane (approximately 250' in length)
 - f. New Barrier Free Ramp at SE corner of intersection
 - g. Modify Barrier Free Ramp at NE corner of intersection
 - h. Stamped concrete paving at southbound Parkwood Boulevard left turn median
 - i. Breakback and reconstruct nose at northbound Parkwood Boulevard median as necessary for crosswalk construction
 - j. New 12-foot wide Hike & Bike Trail adjacent to northbound Parkwood Boulevard from Legacy Drive to north line of USAA property including barrier free ramps at USAA driveways
 - k. Crosswalk pavement markings at north, south and east sides of intersection
 - l. New permanent pavement markings as necessary
- C. Modification and reconstruction of traffic signals at Legacy/Parkwood intersection as necessary to accommodate paving improvements and provide compliance with current applicable standards and requirements
- D. Addition of conduit system and cabling for fish eye camera at Legacy/Parkwood intersection (camera to be installed by City personnel)
- E. Installation of new fire hydrants at southeast and southwest corners of intersection, relocation of existing fire hydrant at northeast corner of intersection if necessary

- F. Irrigation system adjustments in Legacy Drive and Parkwood Boulevard medians (limits to be determined)
- G. Street light relocations as necessary at Parkwood Boulevard medians
- H. Permanent pavement markings including crosswalks, stop bars, lane buttons and “Puppy track” pavement markings in the Legacy/Parkwood intersection. The “Puppy track” left turn movements across the intersection will be evaluated with the current version of AutoTurn software using a WB-50 vehicle template
- I. Construct the following paving improvements at Coit Road between westbound SH190 service road and Mapleshade Lane:
 - a. Continuous deceleration lane on Coit Road for southbound traffic (900’ approximate total length) with new adjacent sidewalk
 - b. Deceleration lane for northbound Coit Road at existing Market Plaza shopping center driveway (driveway located approximately 550 feet north of SH190 WB service road – 80’ storage, 120’ transition)
 - c. Reconstruction of Barrier Free Ramps as necessary for deceleration lane construction
 - d. Median nose modifications at Coit/WB SH190 intersection for continuous pedestrian crosswalk
 - e. Crosswalk pavement markings at Coit/WB SH190 intersection
 - f. New permanent pavement markings as necessary
- J. Storm sewer inlet relocations as necessary for Coit Road deceleration lane construction
- K. Fire hydrant relocations as necessary for Coit Road paving improvements
- L. Landscape and irrigation improvements in Coit Road parkways adjacent to deceleration lanes (limits to be determined)

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following where applicable:
 - Geodetic Monumentation Manual
 - Manual for Right-of-Way Management
 - Storm Drainage Design Manual
 - Stream Bank Stabilization Manual
 - Erosion & Sediment Control Manual
 - Thorough Fare Standards Rules & Regulations
 - Manual for the Design of Water & Sanitary Sewer Lines
 - Standard Construction Details
 - Barrier Free Ramp Details
 - NCTCOG Standard Specifications for Public Works Construction
 - Special Provisions to Standard Specifications for Public Works Construction

Sample Plan Set

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

B. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, site development record drawings, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Obtain and review City of Plano Parks Department schematic plans for Parkwood/Legacy 12-foot wide trail

C. Design Survey –

1. Establish horizontal and vertical control networks and project control baselines for the project sites. The networks and baselines are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monuments for use in construction.
3. Perform high precision laser scanning of project limits for use in preparation of topographic mapping and digital terrain models. Laser scanning will be augmented with conventional total station survey techniques where necessary to collect the required data.
4. Tie right-of-way lines and corners, property lines and corners/monuments, easements, buildings, landscape areas, fence lines, trees, edges of pavements, street lights, traffic signals, pullboxes, and all other visible surface features to the project control baselines. Existing utility structures shall be located and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.).
5. Partial boundary survey of USAA property for use in preparation of easement survey documents for future 12-foot wide Legacy Drive and Parkwood Boulevard Hike and Bike Trail
6. Vertical topographic information tying pavement, drives, storm drain and sanitary sewer manholes (top and inverts), storm drain inlets (top and inverts), water valves, and other improvements as needed within the project area for the design.
7. Provide cross sections at a fifty-foot (50') interval relative to the project baselines and at all other areas of significance. Cross sections are for project design review and quantity takeoffs and will be a part of the preliminary and final construction plan sets.
8. When underground utilities are exposed, tie to project control baseline.
9. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

D. Subsurface Utility Engineering

1. Provide Quality Level C (Approximate Utility Mapping) subsurface utility engineering throughout project limits by mapping existing subsurface utilities from one-call locator markings, City record drawings, surveyed surface appurtenances, and accessible structure flowline elevations. Quality Level B (Utility Designation) subsurface utility engineering will be subsequently performed in key areas to sweep and confirm utilities marked by one-call and to investigate for unmarked or additional lines. Quality Level A (Test Holes) subsurface utility engineering will be provided at critical locations when necessary under the contract Special Services provision.

E. Pavement Ride and Signalization Assessments – Legacy Drive at Parkwood Boulevard

1. Extract Parkwood Boulevard profiles through Legacy Drive intersection along projected gutter and lane lines from laser scan cloud data to assess existing profiles/rideability. Provide City with graphical exhibits of existing conditions and recommendations to improve rideability through the intersection. No detailed design of pavement reconstruction for rideability is included in the project scope of services. If the City opts to add pavement reconstruction to improve rideability the required design and plan preparation will be added to this professional services contract by contract modification.
2. Identify existing signalization components in conflict with proposed paving improvements. Inspect existing signalization system and assess condition and compliance with current relevant standards including City of Plano design guidelines and ADA compliance practices. Provide City of Plano with recommendations for signal modifications and reconstruction.

F. Right-of-way and Easement Requirements –

1. Coordinate with City of Plano Parks Department to determine limits of easement required on USAA property for proposed Legacy Drive and Parkwood Boulevard Hike and Bike Trails. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project including consideration of franchise utility relocation requirements. Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

G. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34") at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1"= 100'.
 - Quantity sheet (sheet by sheet breakdown of all quantities).
 - Typical sections and detail sheets.
 - Construction phasing (scale 1"=30') and temporary traffic control sheets (scale 1"= 100').

- Paving Plan & Profile sheets for all street improvements. Scale 1"= 20'H;1"=5'V.
- Schematic Plan for Parkwood Boulevard Hike and Bike Trail (Legacy Drive to east property line of USAA site) – to be denoted “final alignment to be determined in field by City of Plano” - detailed grading and geometry only required at USAA driveway barrier free ramps.
- Barrier Free Ramp Layouts and Details.
- Utility Plans (Fire hydrant installation and relocation as necessary), Scale 1"=20'.
- Storm drain improvement plan & profile sheets (inlet relocations for decel/right turn lanes). Scale 1"= 20'H; 1"=5'V.
- Hardscape Plans and Details
- Traffic Signal Layout including overhead signs and pedestrian elements
- Traffic Signalization Detail Sheets including tabulation of foundations, materials and quantities, electrical chart, timing table, general notes, and standard detail sheets as applicable
- SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'. Include the City WORD file form, “City of Plano CIP Projects – SWPPP Operator Requirements” as a sheet in the plans as part of the SWPPP.
- Final buttoning, pavement marking, and signage plan sheets. Scale 1"= 40'.
- Cross –Sections. Scale 1"=5'H;1"=1'V.
- Miscellaneous Details

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, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any 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.
5. Submit five (5) sets of preliminary plans, and one (1) set of outline of special technical specifications, preliminary statement of probable construction cost, and easement/right-of-way field notes and graphical exhibits to the City for review.

- Engineering
- Public Works
- Parks
- Inspectors
- Transportation
- File Set

6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. 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 plan-profiles, water utility plans, storm sewer plans, signal layouts, and paving cross sections.

H. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details (those not included in the City of Plano Standard Details) into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit five (5) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Provide an electronic PDF format half size set of 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 plan-profiles, water utility plans, storm sewer plans, signal layouts, and paving cross sections.
10. Submit three (3) sets of final black line prints, three (3) bound copies of the bid documents and one (1) unbound original bid document set to the City of Plano and one MSWORD electronic copy of the final Bid Schedule.
11. Submit one (1) set of final black line prints and one (1) bound copy of the bid documents to the designated Material Testing Laboratory.

I. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish 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 and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.

9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference.
11. Furnish eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

J. Construction Administration –

1. When requested, provide periodic site visits (estimate 1 per week if requested) by the design engineer in response to questions during construction with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two (2) 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.

K. Construction Control Survey –

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of each project site.

SPECIAL SERVICES:

A. Geotechnical Investigation and Reporting –

1. Obtain geotechnical report and recommendations for proposed traffic signal foundation design at Legacy/Parkwood intersection (1 boring proposed).

B. Subsurface Utility Engineering Level A

1. Provide test holes to expose existing subsurface utilities via vacuum excavation when necessary to verify utility horizontal and vertical position at potential conflicts – estimated fee based on a maximum of nine (9) test holes

C. Right-of-Way and Easement Surveying

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) right-of-way parcels on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for two (2) temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for five (5) permanent easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
4. Prepare exhibits with the field notes first and drawings second. Both the field notes and the drawing shall be labeled as Exhibit "A". Each parcel shall be assigned its own separate number.
5. Set new iron pins at all new corners, PC's and PT's of new right-of-way parcels.

D. Landscape and Irrigation Plans

1. Prepare Landscape Plans and Details for parkway plantings at Coit Road deceleration lanes where needed
2. Prepare Irrigation Plans and Details for all new planting areas and for modifications to existing irrigation systems where needed

EXHIBIT "B"
SCHEDULE OF WORK

**EXHIBIT B
COMPLETION SCHEDULE**

**LEGACY DRIVE AT PARKWOOD BOULEVARD
COIT ROAD BETWEEN WB SH190 AND MAPLESHADE LANE
PAVING IMPROVEMENTS
PROJECT NUMBER 6610
C.I.P. NUMBER 31153**

Activity	Completion Time (Calendar Days)
1. Notice to Proceed	1
2. Research and Data Collection	5
3. Design Survey	10
4. Subsurface Utility Exploration (Level C and B)	7
5. ROW/Easement Requirements	7
6. Legacy/Parkwood Profile and Signal Assessment	7
7. Preliminary Design	70
8. Draft Field Notes and Graphical Exhibits (Esmt/ROW Parcels)	3
9. City Review	30
10. Final Field Notes and Graphical Exhibits (Esmt/ROW Parcels)	3
11. Final Design (Pre-Final Submittal)	30
12. City Review	30
13. Final Design/Documents for Bidding	14
14. City Review	30
15. Advertise for Bids/Receive Bids	30
16. Recommendation	7
17. Prepare Council Agenda	21
18. Council Award	0
19. Prepare/Execute Contract	45
20. Schedule Preconstruction	14
21. Notice to Proceed	14

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

**EXHIBIT C
PAYMENT SCHEDULE**

**LEGACY DRIVE AT PARKWOOD BOULEVARD
COIT ROAD BETWEEN WB SH190 AND MAPLESHADE LANE
PAVING IMPROVEMENTS
PROJECT NUMBER 6610
C.I.P. NUMBER 31153**

WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
1. Research and Data Collection	\$500.
2. Design Survey	11,200.
3. Subsurface Utility Engineering (Level C & B)	6,590.
4. Legacy/Parkwood Signal Assessment	2,500.
5. Legacy/Parkwood Paving Profile (Rideability) Assessment	2,500.
6. Preliminary Design	62,500.
7. Final Design	22,500.
8. Bid Phase	2,500.
9. Construction Administration	3,500.
10. Construction Control Survey	<u>1,500.</u>
Total Basic Fee:	\$ 115,790.
11. Special Services –	
a. Geotechnical Investigation/Report (Terracon):	3,500.
b. Subsurface Utility Engineering (Level A - Estimate)	8,000.
c. Right-of-Way Documents (1 @ \$750.00/ea.)	750.
d. Temporary Easement Documents (2 @\$ 400.00/ ea.)	800.
e. Permanent Easement Documents (5@\$ 500.00/ea.)	2,500.
f. Landscape and Irrigation Plans and Details (Estimate)	<u>7,500.</u>
Total Special Services:	\$ 23,050.
Total Fee	\$ 138,840.

EXHIBIT D

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

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 **R-Delta Engineers, 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 **R-Delta Engineers, 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.

By:

R-Delta Engineers, Inc.

Signature

Print Name

Title

Date

[Signature]
FRANK A. POLINA

PRESIDENT

5/22/15

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 22nd day of May, 2015.

Notary Public, State of Texas





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/08/2015			
Department:		Technology Services Radio Shop			
Department Head		David Stephens			
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247					
CAPTION					
To approve and authorize the First Modification to Interlocal Agreement by and between the City of Plano, Texas, the City of Allen, Texas and the City of Parker, Texas to add three (3) talkgroups; authorizing its execution by the City Manager or his authorized designee; and providing and effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16, 2016-17, 2017-18	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	6,582	6,582
BALANCE		0	0	6,582	6,582
FUND(S): INTERGOVERNMENTAL RADIO FUND					
<p>COMMENTS: This modification to the Interlocal cooperation agreement with the City of Parker and the City of Allen will generate an additional \$2,194 annually through charges per additional radio and talkgroup. The agreement will renew automatically until FY 2017-18 unless action is taken by a city within the agreement.</p> <p>STRATEGIC PLAN GOAL: Providing radio system access and airtime to neighboring cities to help underwrite a public safety radio system for the area relates to the City's goals of Safe Large City and Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
Staff requests Council approval of a Five (5) year Interlocal cooperation agreement with an automatic three (3) year renewal between the Cities of Allen, Plano and Parker for the use of the Allen and Plano Radio Communications System. The initial interlocal agreement was approved by City Council on January 26, 2015. The First Modification to this interlocal agreement is to add three (3) talkgroups. (City of Plano Tracking # 2015-107-I)					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
First Modification of Interlocal Agreement and the Interlocal Agreement					



Memorandum

Date: June 2, 2015

To: David Stephens, Chief Information Officer
Jim Parrish, Deputy City Manager

From: Ron Goldsmith, Radio System Manager

Subject: Parker PD Radio Inter-local Agreement

The City of Plano and the City of Allen are joint owners of a wide area two-way radio communications network. The radio network is called PAWM (Plano, Allen, Wylie, and Murphy) although many other surrounding cities utilize the network, the cities of Murphy and Wylie are non-voting owner/members.

The City of Parker fire department is a fee paying subscriber to (PAWM) network. They have been a member since the 1990's. The City of Plano's PSC department dispatches Parker FD fire units on all of their 911 emergency calls. The fees paid by Parker PD and Parker FD as well as other cities are used to offset the cost of operating the network.

Parker PD would like to join the PAWM network for improved radio interoperability/communications with their fire department as well as other neighboring police agencies. The City of Murphy will dispatch Parker PD's 911 calls over the PAWM radio network. This move will improve Plano PD's and all member agencies ability to communicate with Parker police units when needed.

The addition of Parker PD will not have any adverse effect on the radio network. Parker PD is requesting authorization to operate one (1) new radio talk group utilizing a total of ten (10) portable and four (4) mobile radios. Parker PD radio traffic will be handle by the City of Murphy's 911 call center. The purpose of the Parker PD inter-local agreement is to allow access to the PAWM radio network for public safety communications.

THE STATE OF TEXAS	§	<u>First Modification of Interlocal Agreement</u>
	§	By and Between City of Plano,
	§	City of Allen and City of Parker
	§	2015-107-I
COUNTY OF COLLIN	§	

THIS FIRST MODIFICATION OF Interlocal Agreement (hereinafter "First Modification") is by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "Plano"), acting by and through its City Manager or his designee, the **CITY OF ALLEN, TEXAS**, a municipal corporation (hereinafter "Allen"), and the **CITY OF PARKER, TEXAS**, a general-law municipality (hereinafter "Parker"). Plano and Allen are sometimes collectively referred to as "Cities."

WITNESSETH:

WHEREAS, Cities and Parker entered into an Interlocal Agreement on December 7, 2010 (hereinafter "Agreement") for the use of the Allen and Plano Radio Communications System (hereinafter "System"); and

WHEREAS, Cities and Parker desire to amend such Agreement in certain respects as set forth herein in this First Modification.

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

i.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, section **iii. OBLIGATIONS OF CITIES sub-section 3.01** is hereby modified to read in its entirety as follows:

"iii. OBLIGATIONS OF CITIES

3.01 The Cities will lease to Parker three (3) Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as "Talkgroup"), comparable to a channel on a conventional radio system, for the exclusive use of Parker. Talkgroups will be established for Parker by Plano."

IN WITNESS WHEREOF, this Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

CITY OF PARKER, TEXAS

By: [Signature]
Name: W Marshall
Title: Mayor



Date: April 7, 2015

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

CITY OF ALLEN, TEXAS

By: [Signature]
Name: Peter A. Vargas
Title: City Manager

Date: on file

APPROVED AS TO FORM:

on file
CITY ATTORNEY

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock
CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 7th day of April, 2015 by Z Marshall, (Authorized representative) Mayor (Title) of CITY OF PARKER, TEXAS, a general-law municipality, on behalf of said municipality.



Carrie L. Smith
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 30 day of April, 2015 by Peter H Vargas, (Authorized representative) City Manager (Title) of CITY OF ALLEN, TEXAS, a home-rule municipal corporation, on behalf of said corporation.



Y. Linette Magana
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015 by BRUCE D. GLASSCOCK, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

AGREEMENT BETWEEN THE CITIES OF ALLEN AND PLANO AND PLANO AND THE CITY OF PARKER FOR THE USE OF THE ALLEN AND PLANO RADIO COMMUNICATIONS SYSTEM

The CITIES OF PLANO, TEXAS AND ALLEN, TEXAS, both municipal corporations, (hereinafter referred to as "Cities") and the CITY OF PARKER, TEXAS, a general-law municipality (hereinafter referred to as "Parker"), agree as follows:

WHEREAS, the Cities and Parker are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Interlocal Cooperation Act under Chapter 791 of the Texas Government Code (the "Act") provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the cities of Allen and Plano jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each city (hereinafter referred to as "System") for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Parker wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

WHEREAS, Parker and the Cities have current funds available to satisfy any fees and costs required pursuant to this Agreement.

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

I. TERM

The term of this Agreement is for a period of five (5) years, beginning on the 1st day of October 2010, and ending on the 30th day of September 2015, with an optional three (3) year automatic renewal, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by the Cities or Parker, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September, 2018.

II. OBLIGATIONS OF PARKER

2.01 Parker shall use the System in accordance with this Agreement to provide integration of communications by Parker between its users on the System for governmental operations.

2.02 When using the System, Parker shall abide by all applicable federal and state laws and regulations, including any regulations of the Allen and Plano Radio System. When Parker uses the System for interoperability with Talkgroups other than those provided by this Agreement, Parker will also abide by the user rules of those Talkgroups.

2.03 Parker must provide a written request to the Plano System Manager to activate radios on the System. Such request must include the model and serial number of the radio, the name of the user, and identifying Talkgroups required in the radio.

2.04 Parker is responsible for furnishing all its radios, which are compatible with the P-25 Digital system, and for the maintenance of the same.

III. OBLIGATIONS OF CITIES

3.01 The Cities will lease to Parker two (2) Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as "Talkgroup"), comparable to a channel on a conventional radio system, for the exclusive use of Parker. Talkgroups will be established for Parker by Plano.

3.02 The Plano System Manager will not activate radios on Parker Talkgroups nor make changes to Parker radios without first receiving authorization from the designated representative of Parker, unless in the opinion of Plano, such action is necessary to eliminate harmful interference.

3.03 Plano is also responsible for:

- (1) Coordinating Talkgroups among system users;
- (2) Grouping of Talkgroups to allow transmitting and receiving on all associated Talkgroups as required by Parker;
- (3) The operation, maintenance, and control of the System.

IV. FEES

The fees assessed against Parker and due annually for services and use of the System are as follows:

(1)	Lease radio airtime (per radio, per month)	\$ 8.56
(2)	Lease Talkgroup (per Talkgroup, per month)	\$62.97
(3)	Administrative and Technical fee (per month)	\$96.30

None of the charges listed above include the cost of maintenance of mobiles, portables, or control stations/points.

The Cities may increase these fees at the beginning of each fiscal year by an amount not to exceed seven percent (7%) of the previous year's fees. The Cities will provide 120 days notice to Parker before increasing the fees.

Total Fees for Annual Service

Based on the fees set out above, the Cities will calculate the annual fee due based upon the total number of radios and Talkgroups and submit an invoice to Parker on or before October 1st of each year. This amount is subject to change when Parker adds or deletes the number of radios and/or Talkgroups in service. Parker must notify the Plano System Manager in writing of any addition or deletion of radios and/or Talkgroups. The amount owed for annual fees for additions of radio/Talkgroups will be prorated for the year added, invoiced immediately, and amounts will be due within 30 days of receipt of the invoice for the addition(s). The amount owed for annual fees will be adjusted for deletions the next contract year. No refunds will be given for payments made for radios/Talkgroups deleted after annual payment until the next contract year.

V. PAYMENT DUE

Parker agrees to pay the Cities the annual fees specified under Article IV within thirty (30) days of the receipt of the invoice. Should Parker add radios or Talkgroups to the service within a term, Parker agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

VI. TERMINATION

6.01 Termination of this Agreement may occur by any of the following:

- (1) Either party may terminate this Agreement at any time by giving sixty (60) days advance written notice. Parker shall pay for all fees incurred through the effective date of termination.
- (2) If the Cities permanently discontinue the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and no fees will be reimbursed by the Cities to Parker.

VII. RELEASE AND HOLD HARMLESS

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party is responsible for its proportionate share of liability.

VIII. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived, its sovereign immunity or any legal or equitable defense to any form of liability. The parties by entering into this Agreement do not create any

obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

IX. ASSIGNMENT

Parker agrees to retain control and to give full attention to the fulfillment of this Agreement; Parker cannot assign or sublet this Agreement without the prior written consent of the Cities. Further, Parker cannot sublet any part or feature of the work to anyone objectionable to the Cities. Parker also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve Parker from its full obligations to the Cities as provided by this Agreement.

X. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Cities and Parker, and supersedes all prior negotiations, representations and/or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by Parker and the Cities, except that execution of an amendment for assignment or subletting only requires the signature of the Cities.

XI. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

Parker Representative:

City Administrator
City of Parker
5700 East Parker Road
Parker, Texas 75002
972-442-6811

Allen Representative:

Police Chief
City of Allen
205 W. McDermott
Allen, Texas 75013
214-509-4200

Plano Representative:

Director, Public Safety Communications
City of Plano
1520 K Avenue
Plano, Texas 75074
972-941-7931

XII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Cities have executed this Agreement pursuant to duly authorized action of the City Council of Plano on October 11, 2010, and the City of Allen on September 14, 2010. Parker has executed this Agreement pursuant to duly authorized City Council Resolution No. 2010-307, dated August 17, 2010.

XIII. SEVERABILITY

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

XIV. VENUE

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

XV. INTERPRETATION OF AGREEMENT

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

XVI. REMEDIES

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

XVII. SUCCESSORS AND ASSIGNS

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

EXECUTED on the dates indicated below:

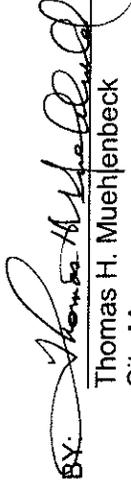
CITY OF PARKER, TEXAS

BY: 
City Administrator

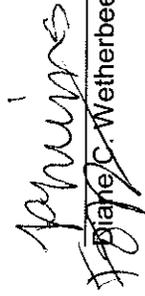
APPROVED AS TO FORM:


City Attorney

CITY OF PLANO, TEXAS

BY: 
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:


Diane C. Wetherbee, City Attorney

CITY OF ALLEN, TEXAS

BY: 
Peter H. Vargas, City Manager

APPROVED AS TO FORM:


Peter G. Smith, City Attorney

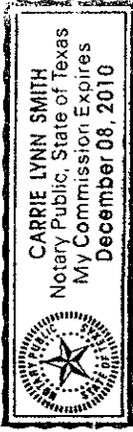
ACKNOWLEDGEMENTS

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 7th day of December, 2010, by Jae Cordana, Mayor, City Administrator of the CITY OF PARKER, TEXAS, a general-law municipality, on behalf of such municipality.



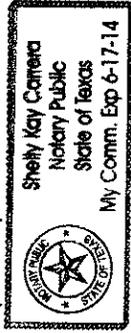
Carrie Lynn Smith
Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 22nd day of October, 2010, by **THOMAS H. MUEHLENBECK**, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of such municipal corporation.



Shelly Kay Cannon
Notary Public, State of Texas

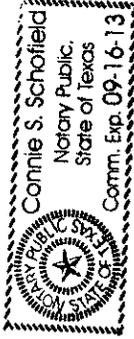
STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 8th day of November, 2010, by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Connie Schofield
Notary Public, State of Texas

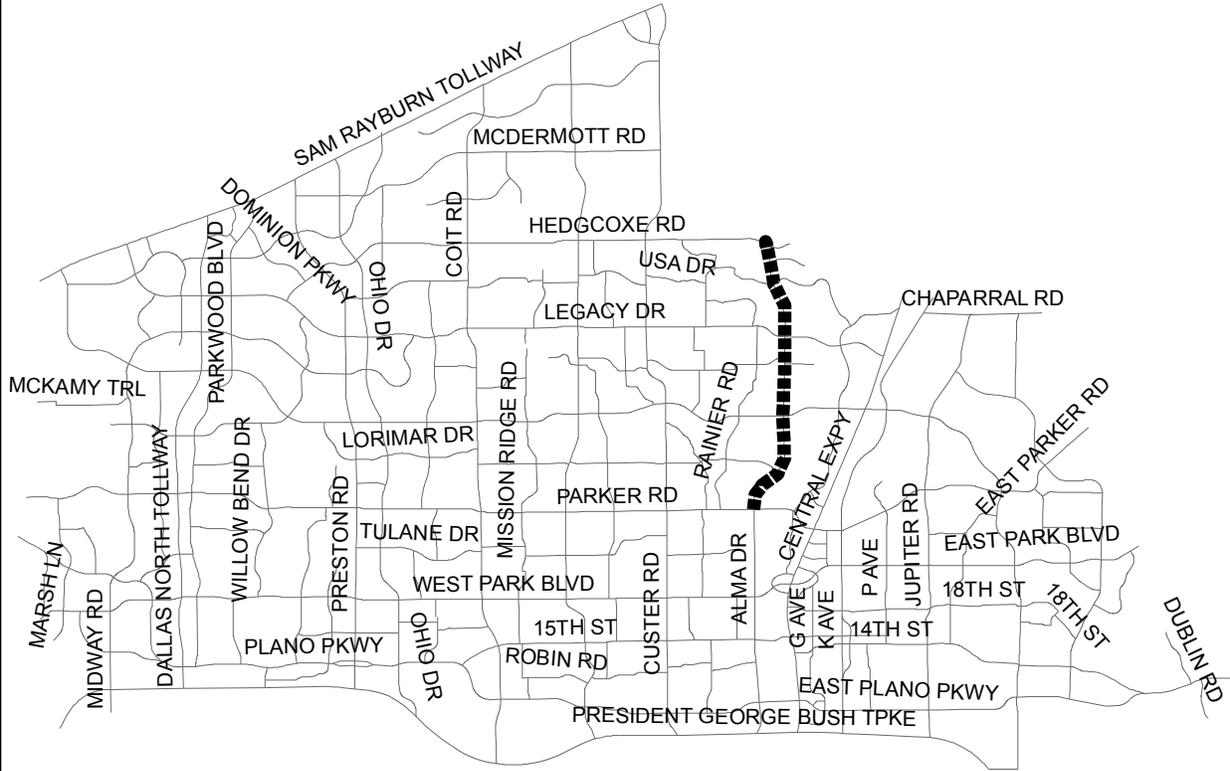




CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/8/2015			
Department:		Public Works/David Falls			
Department Head		Gerald P. Cosgrove			
Agenda Coordinator (include phone #): Shawn Breen (972-769-4193)					
CAPTION					
To Jerusalem Corporation, increasing the contract by \$354,673.20 for the Arterial Concrete Pavement Rehab Alma Road-Parker Road to Hedgcoxe Road, Project No. 6291, Change Order No. 1, Bid No. 2013-207-B; 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:	2014-15, 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		2,337,504	8,808,000	5,250,000	16,395,504
Encumbered/Expended Amount		-2,337,504	-7,887,819	-2,000,000	-12,225,323
This Item		0	-88,668	-266,005	-354,673
BALANCE		0	831,513	2,983,995	3,815,508
FUND(S): CAPITAL RESERVE FUND					
<p>COMMENTS: Funding is available in the 2014-15 Capital Reserve CIP and scheduled in the 2015-16 Capital Reserve CIP for this item. The first change order to the existing contract, in the amount of \$354,673, will leave a balance of \$3,815,508 available for future Arterial Concrete Repair projects in the 2015-16 Fiscal Year.</p> <p>STRATEGIC PLAN GOAL: Modifying existing contracts to obtain additional pavement repair at recently identified locations relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>This change order is for the additional pavement repair on Alma Road that has been identified due to additional locations developing since the original inventory took place in 2013. The project started October 2013 and was suspended in March 2014 due to construction projects occurring simultaneously on Alma Drive, Custer Road and Independence Parkway. Project commenced again December 2014. Scheduled locations increased in size due to weather, construction delays and deterioration of pavement and subgrade.</p> <p>Public Works recommends approval of Change Order No. 1. The total Contract will be \$1,804,671.00 which is a 24.46% increase of the original contract amount of \$1,449,997.80</p> <p>https://www.google.com/maps/place/33%C2%B003'30.7%22N+96%C2%B042'36.0%22W/@33.0589038,-96.7102781,14z/data=!4m2!3m1!1s0x0:0x0?dg=dbrw&newdq=1</p>					
List of Supporting Documents: Location Map; Change Order No. 1			Other Departments, Boards, Commissions or Agencies		

LOCATION MAP



CHANGE ORDER NO.1

ARTERIAL CONCRETE PAVEMENT REHAB ALMA ROAD –
PARKER ROAD TO HEDGCOXE ROAD
PROJECT NO. 6291
PURCHASE ORDER NO.104373
CIP NO.51131
BID NO.2013-207-B

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **City of Plano, Texas**, and **Jerusalem Corporation** for the **Arterial Concrete Pavement Rehab Alma Road-Parker Road to Hedgcoxe Road**, dated May 13, 2013.

B. DESCRIPTION OF CHANGE

The change order is for additional pavement repair on Alma Road that has been identified due to additional locations developing since the original inventory took place. Scheduled locations increased in size due to weather and deterioration of pavement and subgrade.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
100	Full depth Saw Cut	32,678	41,402	LF	\$1.00	\$8,724.00
101	F/I Long & Trans. Butt Joint	32,678	41,402	LF	\$1.75	\$15,267.00
102	R/D Conc. & Base Street Pav.	21,318	26,734	SY	\$4.75	\$25,726.00
104	F/I 8" Concrete Paving	17,699	23,632	SY	\$51.40	\$304,956.20
	TOTAL:					\$354,673.20

Original Contract Amount	\$	<u>1,449,997.80</u>
Contract Amount (Including Previous Change Orders)	\$	<u>1,449,997.80</u>
Amount, Change Order No. 1	\$	<u>354,673.20</u>
Revised Contract Amount	\$	<u><u>1,804,671.00</u></u>
Total Percent Increase Including Previous Change Orders		<u>24.46%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **30** day(s) to this project:

Original Contract Time	<u>120 working days</u>
Amount (Including Previous Change Orders)	<u>120 working days</u>
Amount, Change Order No. 1	<u>30 working days</u>
Revised Contract Time	<u>150 working days</u>
Total Percent Increase Including Previous Change Orders	<u>25.00%</u>

E. AGREEMENT

In the event of any conflict or inconsistency between the provisions set forth in this Change Order No. 1 and the contract, this Change Order No. 1 shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

By the signatures below, duly authorized agents of the City of Plano, Texas, and Jerusalem Corporation, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated May 13, 2013.

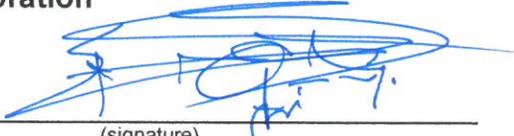
F. AUTHORITY TO SIGN

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

OWNER: City of Plano

CONTRACTOR: Jerusalem Corporation

By: _____
(signature)

By:  _____
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: Jerusalem A. Alhakim

Print
Title: City Manager

Print
Title: President

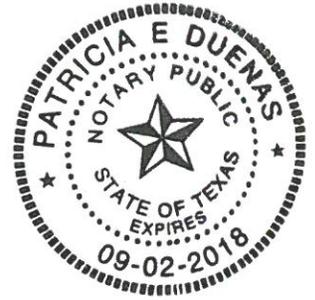
Date: _____

Date: 5-15-2015

APPROVED AS TO FORM:

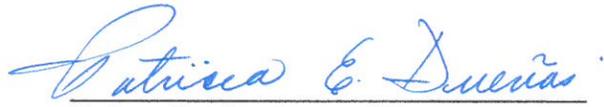
By: _____
Paige Mims, City Attorney

ACKNOWLEDGMENTS



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 15 day of may, 2015, by **Jerusalem A. Alhakim, President of Jerusalem Corporation, 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 _____, 2015, by **Bruce D. Glasscock, City Manager of the City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		June 8, 2015			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Nancy Corwin 972-941-7137					
CAPTION					
To James Douglas Weldon, Jr., D/B/A Weldon's Lawn and Tree, increasing the contract by \$4,560 for Public Building Landscape Group 3, Change Order No. Two (2). Original Bid No. 2012-240-C; and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15; 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	378,623	4,560	383,183
Encumbered/Expended Amount		0	-297,815	0	-297,815
This Item		0	-4,560	-4,560	-9,120
BALANCE		0	76,248	0	76,248
FUND(s): GENERAL FUND					
<p>COMMENTS: Funding is available in the Ground Maintenance Services District #3 Budget for this item. This item is a change order to an existing contract. The change order amount is an increase annually of \$4,560 and will bring the total contract price to \$52,348 on an annual basis.</p> <p>STRATEGIC PLAN GOAL: Contracts for annual landscape maintenance relates to the strategic goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
This contract was administratively awarded August 8, 2012 in accordance with statute. Change Order No. Two (2) will increase the total annual contract value to an amount requiring Council approval.					
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies		



Memorandum

Date: May 19, 2015
To: Diane Palmer-Boeck, Purchasing Manager
From: Jeff Schwartz, Park Operations Superintendent
Subject: Change Order to Contract 2012-240-C

It is the recommendation of the Parks and Recreation Department of the City of Plano to enter into a change order agreement with James Douglas Weldon Jr., D/B/A Weldon's Lawn and Tree to provide additional contractual landscape services for the City of Plano. Public building sites already on a maintenance contract with James Douglas Weldon Jr., D/B/A Weldon's Lawn and Tree received substantial changes to acreage and landscaping due to recent landscape renovations: Courtyard Theatre, Police Academy and Police & Courts facility. The original amount of this contract was \$46,682.75. An initial change order of \$1,105.00 increased the contract amount to \$47,787.75. It is desired by the Parks and Recreation Department to again modify Contract 2012-240-C with an increase of \$4,560.00, for a total annual amount of \$52,347.75.

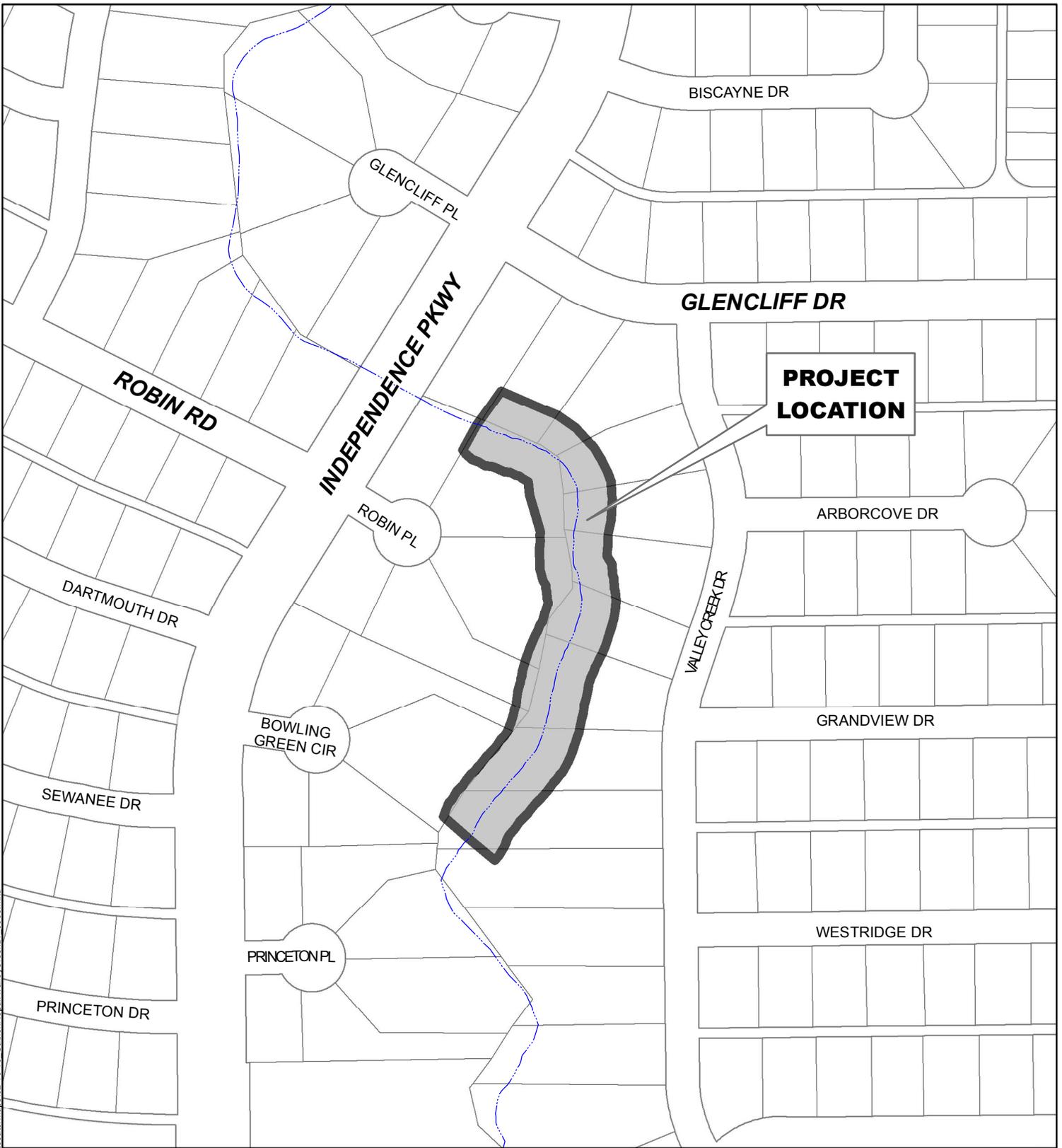
Should approval be denied, the Parks Department will be forced to absorb these additional areas utilizing in-house staff at the same facility grounds that are currently maintained through contract, which is much less efficient for our organization than contracting the entire site.

Cc
Jim Fox
Amy Fortenberry

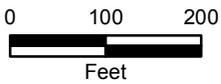


**CITY OF PLANO
COUNCIL AGENDA ITEM**

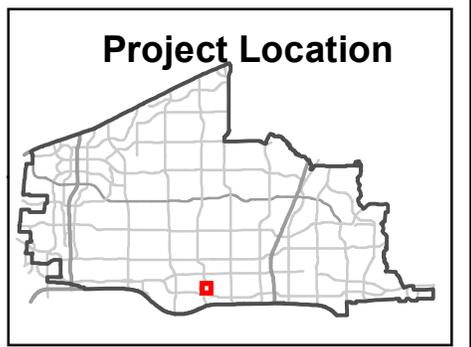
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/08/15		
Department:		Engineering		
Department Head:		Jack Carr, PE		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 5995	
CAPTION				
To Ark Contracting Services, LLC, for the Erosion Control at Valley Creek & Stone Creek Project, increasing the contract by \$80,504, Change Order No. 1, original Bid No. 2015-113-B 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: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	97,497	834,503	0	932,000
Encumbered/Expended Amount	-97,497	-691,756	0	-789,253
This Item	0	-80,504	0	-80,504
BALANCE	0	62,243	0	62,243
FUND(S): MUNICIPAL DRAINAGE CIP				
<p>COMMENTS: Funding is available in the 2014-15 Municipal Drainage CIP for this item. This change order to construct gabion baskets and install PVC weep holes, in the amount of \$80,504, will leave a current year balance of \$62,243 available for future expenditures on Municipal Drainage projects.</p> <p>STRATEGIC PLAN GOAL: Modifying existing contracts to fully address identified revisions to an existing project's scope relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This Change Order, in the amount of \$80,504.00, is for the below listed items:</p> <ul style="list-style-type: none"> a. Construct and install 228 CY of 3'x4' gabion baskets at face of existing bottom gabion. Bury proposed gabion at least 1 foot into existing ground. b. Install 106 of 3" PVC weep holes approximately every 10 feet along the 2nd row of gabions above the normal pool of the existing lake. c. Add 7 working days to the contract time for extra work. <p>Staff recommends approval of this Change Order No. 1. The contract total will be \$752,379.00, which includes this change order amount, and adds 11.98% to the cost of the contract. The original contract amount is \$671,875.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Maps; Change Order No. 1			N/A	



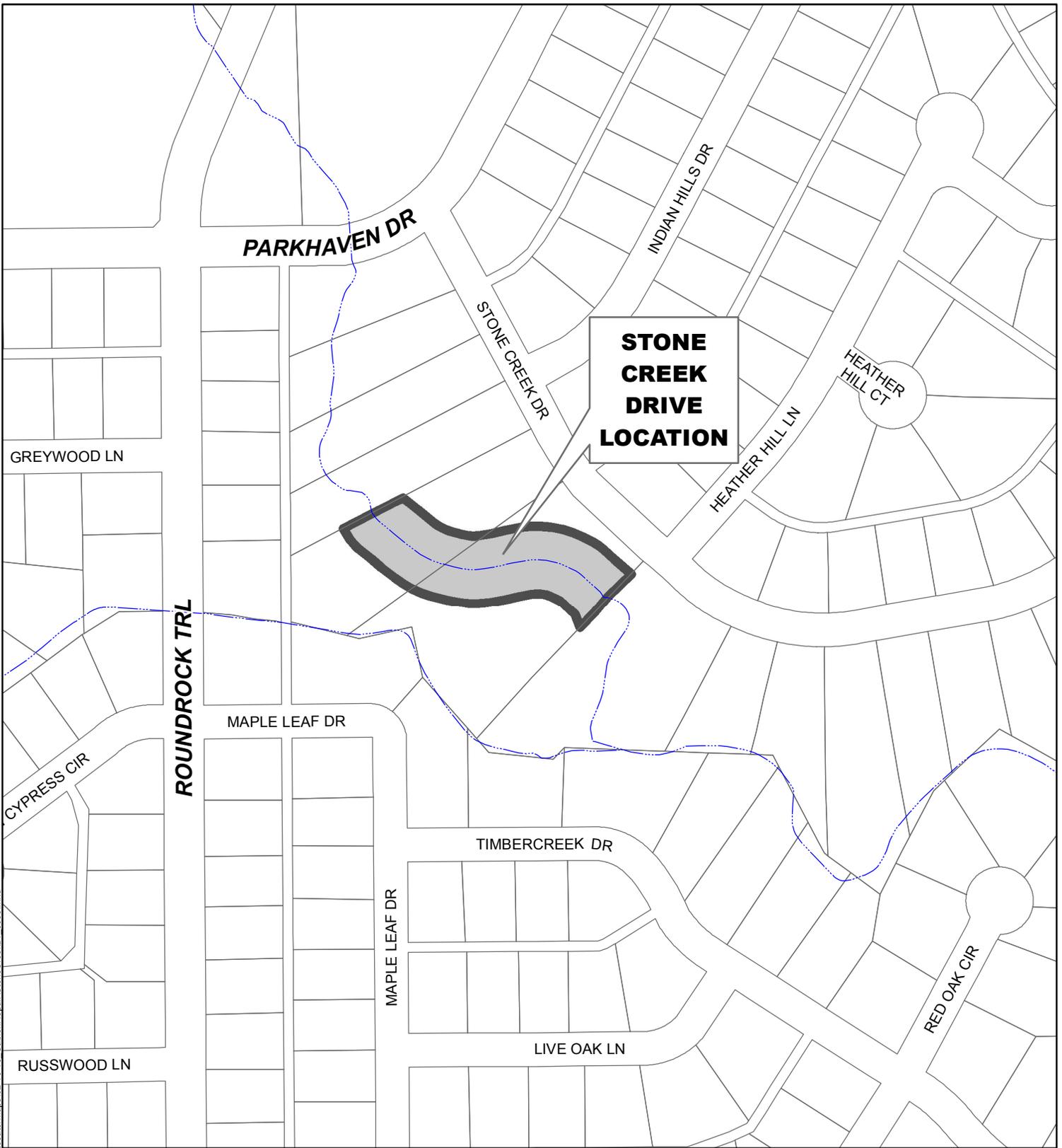
sharif 2/16/20 15 C:\Analysis\Projects\Engineering\Council\Agenda\Locator\Maps\02-16-15_GationRepair\ValleyCreekDr_5995.mxd



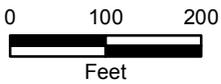
Erosion Control Improvements - Valley Creek Drive Location Project No. 5995



February, 2015
City of Plano GIS Division

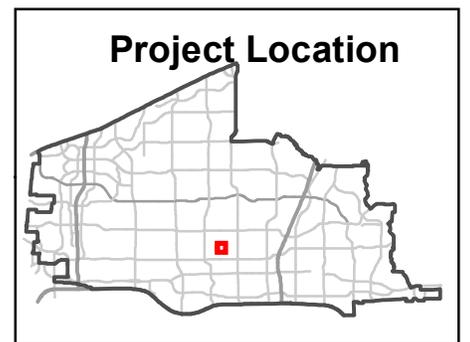


sharif 2/27/20 15 C:\Analysis\Projects\Engineering\Council\Agenda\Locator\Maps\02-16-15_GationRepair\StoneCreekDr_5995.mxd



**Erosion Control Improvements -
Stone Creek Drive Location
Project No. 5995**

February, 2015
City of Plano GIS Division



CHANGE ORDER NO. 1

EROSION CONTROL AT VALLEY CREEK & STONE CREEK

PROJECT NO. 5995

PURCHASE ORDER NO. 105382

CIP NO. 70116

BID NO. 2015-113-B

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **ARK CONTRACTING SERVICES, LLC**, for the **EROSION CONTROL AT VALLEY CREEK & STONE CREEK** project, dated March 17, 2015.

B. DESCRIPTION OF CHANGE

The change order is for structural revisions to the gabions at stone creek location. Upon drainage of the lake and clearing and grubbing it was discovered that the gabion mattress at the toe of bottom gabion were totally disintegrated. In order to protect and provide support for the existing gabions, it was decided:

- a. To construct and install 228 CY of 3'x4' gabion baskets at face of existing bottom gabion. Bury proposed gabion at least 1 foot into existing ground.
- b. To install 106 of 3" PVC weep holes approximately every 10 feet along the 2nd row of gabions above the normal pool of the existing lake.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
207	Remove and Dispose Existing Gabion Basket Wire Mesh complete in place.	178	0	SY	\$35.00	-\$6,230.00
209	Gabion Rock Fill, complete in place.	173	40	SY	\$70.00	-\$9,310.00
209A	3' X 4' PVC Coated Gabions	0	228	CY	\$398.00	\$90,744.00
221	3" PVC Weep Holes, complete in place.	106	212	EA	\$50.00	\$5,300.00
	TOTAL:					\$80,504.00

Original Contract Amount	\$	<u>671,875.00</u>
Contract Amount (Including Previous Change Orders)	\$	<u>671,875.00</u>
Amount, Change Order No. 1	\$	<u>80,504.00</u>
Revised Contract Amount	\$	<u>752,379.00</u>
Total Percent Increase Including Previous Change Orders		<u>11.98%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add **7** day(s) to this project:

Original Contract Time	<u>120 Working days</u>
Amount (Including Previous Change Orders)	<u>120 Working days</u>
Amount, Change Order No. 1	<u>7 Working days</u>
Revised Contract Time	<u>127 Working days</u>
Total Percent Increase Including Previous Change Orders	<u>5.83%</u>

E. AGREEMENT

In the event of any conflict or inconsistency between the provisions set forth in this Change Order No. 1 and the contract, this Change Order No. 1 shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **ARK CONSTRUCTION SERVICES, LLC**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated March 17, 2015.

F. AUTHORITY TO SIGN

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

OWNER: CITY OF PLANO

CONTRACTOR: ARK CONTRACTING SERVICES, LLC
A Limited Liability Company

By: _____
(signature)

By:  _____
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: Steven C. Bowman

Print
Title: CITY MANAGER

Print
Title: PRESIDENT

Date: _____

Date: 5/22/2015

APPROVED AS TO FORM:

By: _____
Paige Mims, CITY ATTORNEY

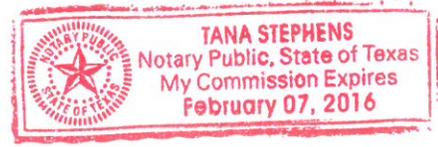
ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22nd day of May, 2015, by **STEVEN C. BOWMAN, PRESIDENT** of **ARK CONTRACTING SERVICES, LLC**, a **TEXAS** Limited Liability Company, on behalf of said limited liability company.

Tana Stephens

Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		6/8/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
<p>A Resolution of the City of Plano, Texas, certifying that the City is eligible to receive financial assistance under the Collin County Parks and Open Space Matching Grant Program as provided by the Collin County Commissioners Court; certifying that the City's matching share is readily available; designating the Director of Parks and Recreation as being responsible for acting for and on behalf of the City of Plano in dealing with the Collin County Commissioners Court for the purpose of participating in the Collin County Parks and Open Space Matching Grant Program; certifying that the Preston Ridge Trail Connection, Plano to Dallas has been dedicated for public park and recreational uses; 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:	N/A	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				
<p>COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Supporting and assisting in the development of a grant application to request outside funding for trail improvements relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>This grant request is for trail improvements for the Preston Ridge Trail Connection, Plano to Dallas. The project includes new 12' recreational trail along Ohio Drive connecting to Dallas at the city limit into Plano.</p> <p>The City of Plano is eligible to apply for matching grant funds for park improvements. Bond funds for this connection are available through the Parks and Capital Improvement Program. The grant application request is for \$225,000 to be matched by City funds in the amount of \$225,000 for a total project cost of \$450,000.</p>				
<p>Project Location Map: https://goo.gl/maps/138gQ</p>				



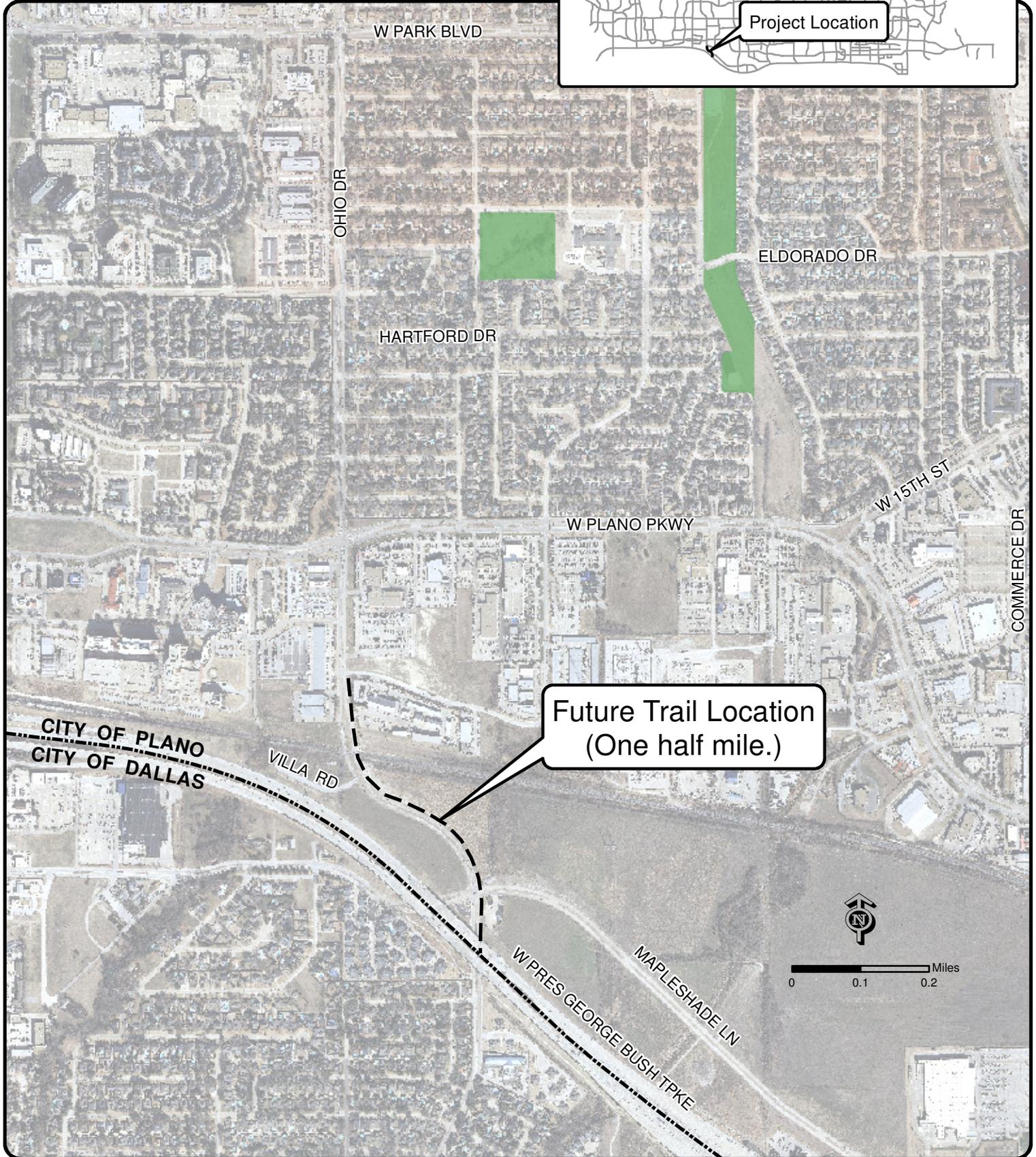
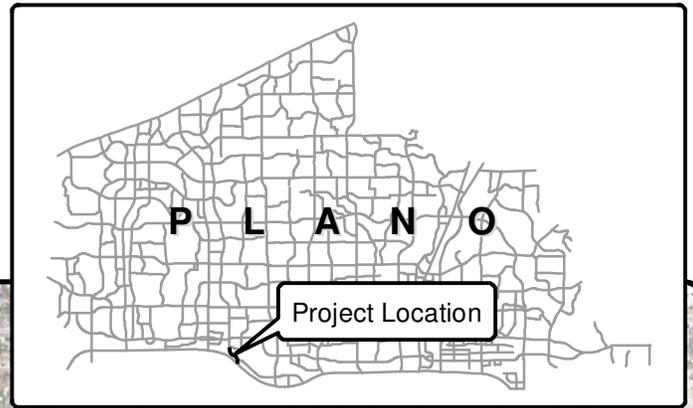
CITY OF PLANO COUNCIL AGENDA ITEM

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



Location Map

Preston Ridge Trail Connection, Plano to Dallas



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

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

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

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 8th day of June, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

DATE: May 19, 2015
TO: Honorable Mayor & City Council
FROM: Doug Bender, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 18, 2015

**AGENDA ITEM NO. 7A - PUBLIC HEARING
ZONING CASE 2015-05
APPLICANT: UNIVERSITY OF TEXAS SYSTEM**

Request for Specific Use Permit for an Independent Living Facility on one lot on 5.0± acres located on the south side of Mapleshade Lane, 825± feet east of Silverglen Drive. Zoned Corridor Commercial/190 Tollway/Plano Parkway Overlay District.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 1

PETITION(S) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: June 8, 2015 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

RA/ks

xc: Kirk Tames, University of Texas System
Allan Ross, Avenida Partners, LLC.

<https://www.google.com/maps/@33.0015818,-96.7601645,17z/data=!3m1!1e3>

CITY OF PLANO
PLANNING & ZONING COMMISSION

May 18, 2015

Agenda Item No. 7A

Public Hearing: Zoning Case 2015-05

Applicant: University of Texas System

DESCRIPTION:

Request for Specific Use Permit for an Independent Living Facility on one lot on 5.0± acres located on the south side of Mapleshade Lane, 825± feet east of Silverglen Drive. Zoned Corridor Commercial/190 Tollway/Plano Parkway Overlay District.

REMARKS:

This is a request for an Specific Use Permit (SUP) for Independent Living Facility on 5.0± acres located on the south side of Mapleshade Lane, 825± feet east of Silverglen Drive. The existing Corridor Commercial (CC) district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. The regulations and standards of this district are reflective of the high traffic volumes and high visibility of these regional highways. Independent living facilities are permitted in the CC district with approval of a SUP.

An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. An independent living facility is defined as a development providing dwelling units specifically designed for the needs of elderly persons. In addition to housing, this type of facility may provide convenience services, such as meals, housekeeping and transportation, and community facilities, such as central dining rooms and activity rooms.

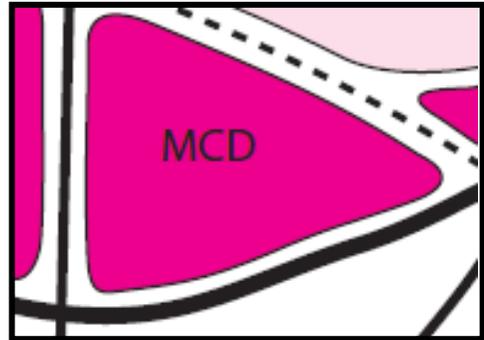
A preliminary site plan, Mapleshade Crossing, Block A, Lot 1, accompanies this SUP request.

Surrounding Land Use and Zoning

The property to the north and east, across Mapleshade Lane, is vacant and is zoned Light Industrial-1 (LI-1). To the south, the property is undeveloped and is zoned CC. To the west is an assisted living facility currently under construction, zoned CC with SUP #646 for Assisted Living Facility.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Major Corridor Development (MCD). The city's current land use policies recommend that land along expressway corridors be reserved for economic development and employment opportunities. However, residential development may be appropriate along expressway corridors in accordance with the interim amendment policy recommendations of the Comprehensive Plan that were adopted in April 2012. The policies that apply to this request include:



1. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete neighborhood, or expand an existing neighborhood or an urban mixed-use center. Mid-rise multifamily development (5 to 12 stories) and special needs housing (i.e. senior housing) could be an exception if the surrounding land uses are compatible.

Due to adjacent residential uses, including SUP #632 and SUP #646 for Assisted Living Facility to the west, the subject property would not be an isolated residential development. This request is therefore in conformance with this policy.

2. Residential should be set back a minimum of 1,200 feet from the centerline of State Highway 190. Factors including topography, creeks, vegetation, and existing development patterns should be considered in applying this standard.

The property is located 570± feet from the centerline of State Highway 190. The comprehensive plan provides more flexibility to senior housing with the understanding that these uses may be an isolated development built in non-traditional neighborhood areas. For these reasons, staff believes the development is appropriate within the 1,200-foot setback. Additionally, there is an existing independent living facility at the northeast corner of State Highway 190 and Independence Parkway located 360± feet from the centerline of State Highway 190. Furthermore, the two assisted living facilities located to the west of the subject property are located 828± feet and 906± feet from the centerline of State Highway 190.

Special Housing Needs Policy Statement - Plano's changing demographics highlight the need for the city to become a full "life cycle" community. The Special Housing Needs Policy Statement recommends expanding housing opportunities for elderly residents.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject properties.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request.

Public Safety Response Time - Based upon existing personnel, equipment, and facilities, fire emergency response times will be sufficient to serve the site. Independent living facilities 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.

SUP Request

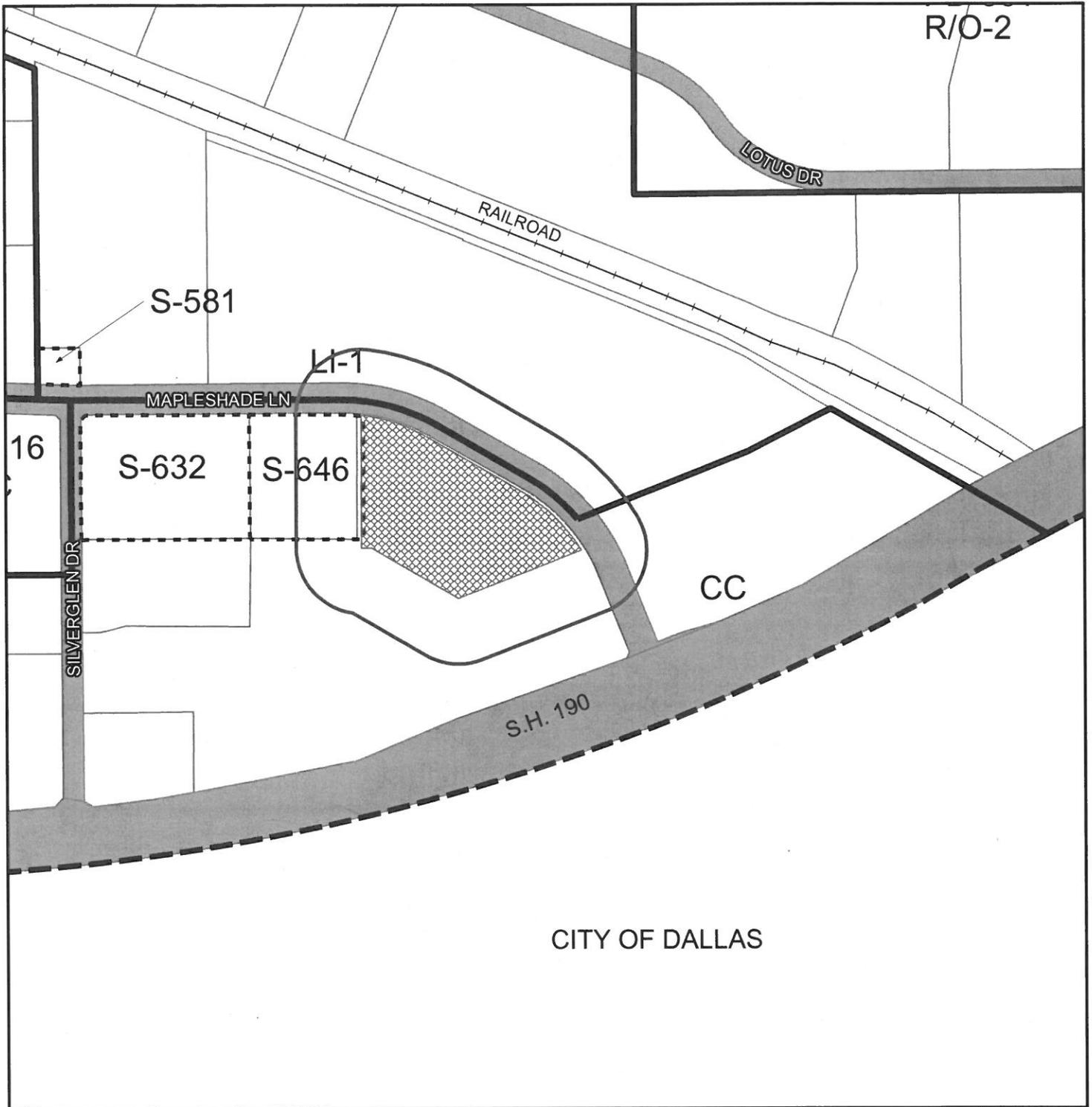
The requested SUP is consistent with the existing SUP #646 for Assisted Living Facility immediately adjacent to the west and the Assisted Living Facility located at the southeast corner of Mapleshade Lane and Silverglen Drive. The request is consistent with the recommendations of the Comprehensive Plan related to senior housing. The subject property will derive its primary access from Mapleshade Lane. The site does not have frontage on State Highway 190, and will be partially buffered from the frontage road by future commercial development. Additionally, this property is 570± feet from the centerline of State Highway 190 which is a similar location as the existing independent living facility at the northeast corner of Independence Parkway and State Highway 190. For these reasons, staff believes this is an appropriate location for an independent living facility.

Summary

The applicant is requesting an SUP for Independent Living Facility. Staff believes the proposed location is appropriate for an independent living facility given existing surrounding zoning and land uses. Furthermore, the subject property will be buffered from State Highway 190 by future commercial development. Therefore, staff recommends approval of the requested SUP for Independent Living Facility.

RECOMMENDATION:

Recommended for approval as submitted.



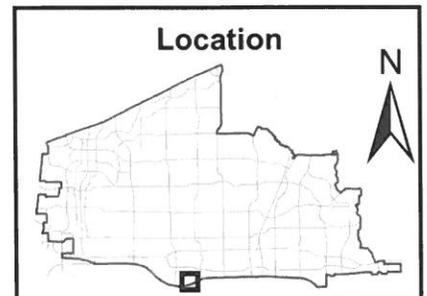
CITY OF DALLAS

Zoning Case #: 2015-05

Existing Zoning: Corridor Commercial/190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Specific Use Permit for Independent Living Facility

- 200' Notification Buffer
- (Cross-hatch) Subject Property
- (Solid) Zoning Boundary
- (Dashed) City Limits
- (Dotted) Specific Use Permit
- (Grey) Right-of-Way



Source: City of Plano Planning Department



LOTUS DRIVE

MAPLESHADE LANE

Area of Request

PRES GEORGE BUSH HIGHWAY
PRES GEORGE BUSH TURNPIKE

FRANKFORD ROAD



Source: City of Plano, Planning Dept.
Date: May, 2015

Zoning Case 2015-05

Dees 3/10/2015 X:\Dept\P&Z Locators & Graphics\22015-05A.mxd

Zoning Case 2015-05

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 661 so as to allow the additional use of Independent Living Facility on 5.0± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the south side of Mapleshade Lane, 825± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; 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 8th day of June, 2015, for the purpose of considering granting Specific Use Permit No. 661 for the additional use of Independent Living Facility on 5.0± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the south side of Mapleshade Lane, 825± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; 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 8th day of June, 2015; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 661 for the additional use of Independent Living Facility on 5.0± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the south side of Mapleshade Lane, 825± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 661 for the additional use of Independent Living Facility on 5.0± acres of land out of the Martha McBride Survey, Abstract No. 553, located the on the south side of Mapleshade Lane, 825± feet east of Silverglen Drive, in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

Section V. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE 8TH DAY OF JUNE, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2015-05

BEING all that certain lot, tract or parcel of land situated in the Martha McBride Survey, Abstract No. 553, City of Plano, Collin County, Texas and being a portion of a tract of land described in deed of gift to the Board of Regents of The University of Texas System recorded in Volume 976, Page 517 of the Deed Records of Collin County, Texas, said 5.0000 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod found for the corner at the north end of a corner clip at the intersection of northwest right-of-way line of State Highway 190 and the southwest right-of-way line of Mapleshade Lane (92 feet right-of-way);

THENCE North $21^{\circ}13'54''$ West, and following along the southwest right-of-way line of Mapleshade Lane, for a distance of 247.82 feet to a 5/8-inch iron rod set for corner, said point being the beginning of a curve to the left having a radius of 540.00 feet with a central angle of $10^{\circ}17'51''$ and a chord bearing North $26^{\circ}22'51''$ West at a distance of 96.92 feet;

THENCE northwesterly and following along said curve to the left and the southwest right-of-way line of said Mapleshade Lane, for an arc distance of 97.05 feet to a 5/8-inch iron rod set for the point of beginning for this description;

THENCE South $68^{\circ}42'36''$ West and departing the southeast right-of-way line of said Mapleshade Lane, for a distance of 402.37 feet to a 5/8-inch iron rod set for corner;

THENCE North $59^{\circ}32'52''$ West, for a distance of 306.54 feet to a 5/8-inch iron rod set for corner;

THENCE west, for a distance of 30.20 feet to a 5/8-inch iron rod set for corner;

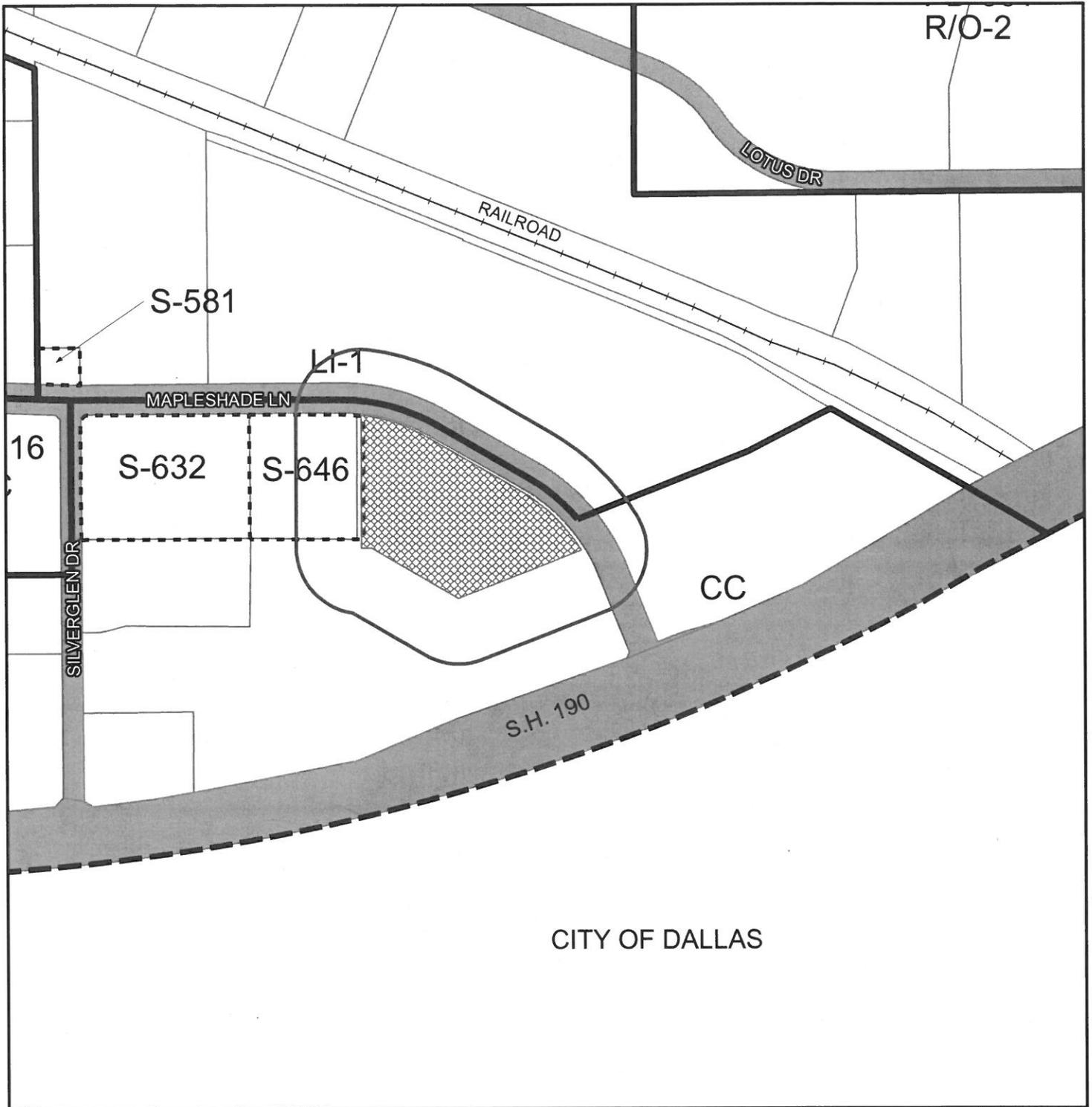
THENCE North $00^{\circ}02'39''$ East, for a distance of 405.40 feet to a 5/8-inch iron rod set for corner, said point being in the southeast right-of-way line of said Mapleshade Lane, said point also being in the arc of a curve to the right having a radius of 539.65 feet with a central angle of $22^{\circ}58'11''$ and a chord bearing South $71^{\circ}15'30''$ East at a distance of 214.90 feet;

THENCE southeasterly and following along said curve to the right and along the southeast right-of-way line of said Mapleshade Lane, for an arc distance of 216.34 feet to a 5/8-inch iron rod set for corner;

THENCE South $59^{\circ}46'45''$ East and continuing along the southeast right-of-way line of said Mapleshade Lane, for a distance of 320.65 feet to a 5/8-inch iron rod set for corner, said point being the beginning of a curve to the right having a radius of 540.00 feet with

a central angle of $28^{\circ}14'58''$ and a chord bearing South $45^{\circ}39'16''$ East at a distance of 263.56 feet;

THENCE southeasterly and following along said curve to the right and along the southeast right-of-way line of said Mapleshade Lane, for an arc distance of 266.25 feet to the POINT OF BEGINNING and CONTAINING 5.0000 acres of land, more or less.



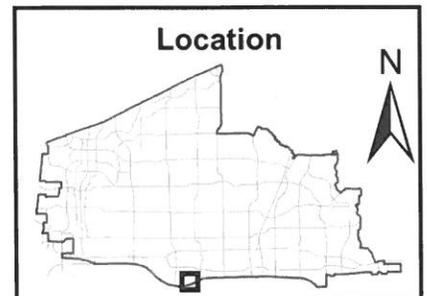
CITY OF DALLAS

Zoning Case #: 2015-05

Existing Zoning: Corridor Commercial/190 Tollway/Plano Parkway Overlay District

Proposed Zoning: Specific Use Permit for Independent Living Facility

- 200' Notification Buffer
- (cross-hatch) Subject Property
- Zoning Boundary
- - - Specific Use Permit
- - - City Limits
- (gray) Right-of-Way



Source: City of Plano Planning Department

DATE: May 19, 2015
TO: Honorable Mayor & City Council
FROM: Doug Bender, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of May 18, 2015

**AGENDA ITEM NO. 10 - PUBLIC HEARING
ZONING CASE 2015-13
APPLICANT: CHARLES RICE**

Request to rezone 0.3± acre located on the west side of Millard Drive, 140± feet south of 14th Street **from** Retail **to** Light Industrial-1. Zoned Retail.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 3 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 2 **OPPOSE:** 0

PETITION(S) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: June 8, 2015 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

ST/ks

xc: Charles Rice
Randall T. Helmberger, Helmberger Associates, Inc.
Wayne Snell, Permit Services Manager

<https://www.google.com/maps/@33.017156,-96.6862339,18z/data=!3m1!1e3>

CITY OF PLANO
PLANNING & ZONING COMMISSION

May 18, 2015

Agenda Item No. 10

Public Hearing: Zoning Case 2015-13

Applicant: Charles Rice

DESCRIPTION:

Request to rezone 0.3± acre located on the west side of Millard Drive, 140± feet south of 14th Street **from** Retail **to** Light Industrial-1. Zoned Retail.

REMARKS:

The purpose of this request is to rezone 0.3± acre from Retail (R) to Light Industrial-1 (LI-1). The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls, but not including wholesaling or warehousing. The LI-1 district is intended to provide areas for light manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services that are developed in accordance with the same performance standards applicable to all other zoning districts.

History

In 2003, the subject property was rezoned from LI-1 to R with the approval of Zoning Case 2003-24. The R zoning was intended to encourage commercial development which would serve residents north of 14th Street and provide a buffer from the industrial zoning to the south. The existing R zoning is consistent with the Future Land Use Plan designation of General Commercial. General Commercial areas are intended to provide a wide range of retail, service, office, light production and research and development uses while considering impacts on adjacent residences.

Surrounding Land Use and Zoning

The area of request is the southern 0.3± acre portion of Plano Industrial Park, Block 1, Lot 1 which contains a retail development currently being utilized for the sales and service of golf carts. Immediately to the north, within the same lot, is an existing retail structure zoned R. Further north, across 14th Street are existing residences, zoned Single-Family Residence-7. To the south and west is an existing warehouse/distribution

center zoned LI-1. To the northwest is an existing restaurant development zoned Retail. The property to the east, across Millard Drive, is an existing automobile repair-major business zoned LI-1. The property to the northeast, across Millard Drive, is an existing restaurant zoned R.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property General Commercial (GC). This request is not in conformance with the Future Land Use Plan.



Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property.

Traffic Impact Analysis (TIA) - A TIA is not required for this rezoning request.

ISSUES:

Open Storage

As shown on the attached Exhibit A, the applicant is requesting to rezone the subject property to LI-1 in order to maximize the area for open storage associated with retail sales and service of golf carts. In the LI-1 zoning district, open storage must be screened from streets with a masonry wall or irrigated landscape screen. The applicant is intending to construct an 8-foot high wrought iron fence with irrigated landscape screen on the north and east sides of the subject property in order to screen the storage area from the adjacent streets.

When located within R zoned properties, open storage has stricter regulations. Within these properties, open storage must be physically connected to the building; is restricted to a maximum of 5% of the lot area, or 20% of the building area, whichever is more restrictive; and must be screened with a masonry wall. In essence, storage is allowed only if it is integrated within the retail building. Storage of materials outside the building is restricted to minimal display areas located next to entrances.

Although adjacent to LI-1 zoning, the subject property is highly visible from residences to the north which front 14th Street and face this property. Due to its size, the applicant's lot could physically accommodate a building expansion for storage purposes in compliance with the existing R zoning district restrictions. Staff believes that the allowances for open storage within R zoning are more appropriate for this site given the city's long-term goal of creating a neighborhood-friendly retail corridor in this area. Additionally, if the property was rezoned to LI-1, more intense commercial and industrial uses would be allowed to develop in the future.

Zoning Boundaries

In regard to zoning boundaries, Section 2.204 of Article 2 (Zoning District and Uses) of the Zoning Ordinance recommends that such boundaries follow platted lot lines along

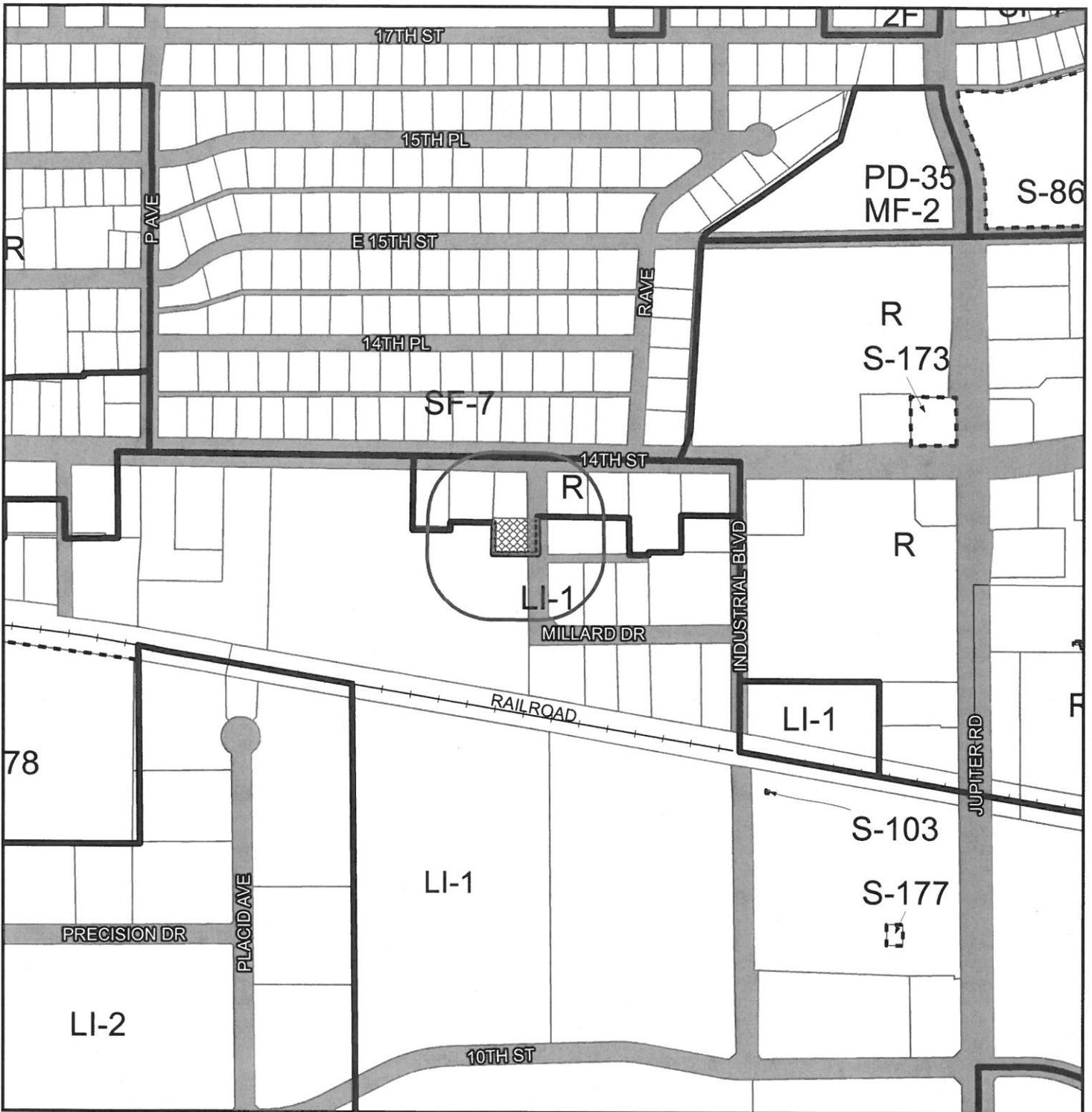
with the centerlines of streets, highways, or alleys. Split zoning makes development inconsistent as standards such as building setbacks, and allowed uses may change within a property boundary. Staff recommends that the regulations be followed as this will allow for future development that is compatible with the city's long-term goal of creating a neighborhood-friendly retail corridor in this area.

SUMMARY:

The applicant is requesting to rezone 0.3± acre located on the west side of Millard Drive, 140± feet south of 14th Street from Retail to Light Industrial-1. The requested LI-1 zoning is not consistent with the Comprehensive Plan recommendation of General Commercial. Staff believes the existing R zoning contains sufficient allowances for open storage and is more compatible with the residential development on the north side of 14th Street. Furthermore, rezoning this property to LI-1 violates the zoning boundary standards and is inconsistent with the city's precedent of establishing a neighborhood-friendly commercial corridor in this area. Therefore, staff is not in support of this request.

RECOMMENDATION:

Recommended for denial.

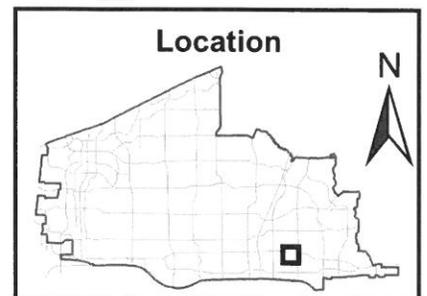


Zoning Case #: 2015-13

Existing Zoning: Retail (R)

Proposed Zoning: Light Industrial-1 (LI-1)

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



Source: City of Plano Planning Department



Dees 5/13/2015 X:\Dept\PE&Z Locators & Graphics\22015-13A.mxd



Source: City of Plano, Planning Dept.
Date: May, 2015

Zoning Case 2015-13

Zoning Case 2015-13

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 0.3± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the west side of Millard Drive, 140± feet south of 14th Street in the City of Plano, Collin County, Texas, from Retail to Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 8th day of June, 2015, for the purpose of considering rezoning 0.3± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the west side of Millard Drive, 140± feet south of 14th Street in the City of Plano, Collin County, Texas, from Retail to Light Industrial-1; 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 8th day of June, 2015; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 0.3± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the west side of Millard Drive, 140± feet south of 14th Street in the City of Plano, Collin County, Texas, from Retail to Light Industrial-1, said property being described in the legal description on Exhibit "A" attached hereto.

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

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

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

Section V. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE 8TH DAY OF JUNE, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2015-13

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Sanford Beck Survey, Abstract No. 73, being part of Lot 1 of Plano Industrial Park, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 6, Page 79 of the Plat Records of Collin County, Texas, being part of a tract of land conveyed to G. M. Rice by deed recorded in Volume 329, Page 271 of the Deed Records of Collin County, Texas, being part of Millard Drive (60 foot wide right-of-way) and these premises being more particularly described as follows:

BEGINNING at a 1-inch iron rod found marking on all corner of Lot 1, Block A of Carter Craft Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume C, Page 437 of the Plat Records of Collin County, Texas and the southwest corner of said Lot 1 of Plano Industrial Park;

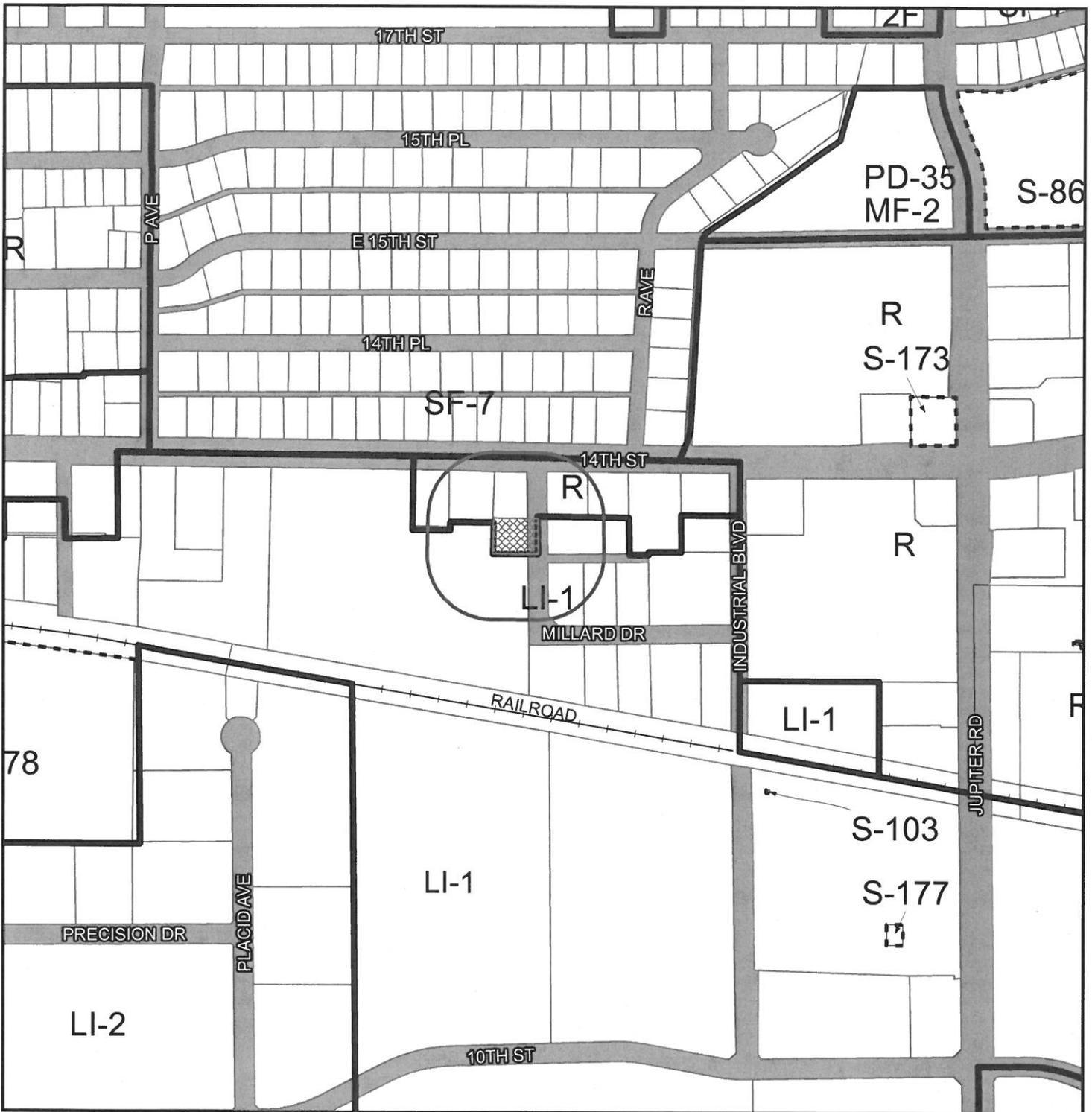
THENCE with the east line of said Carter Craft Addition, the east line of Braum Addition No. 1, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume A, Page 105 of the Plat Records of Collin County, Texas and the west line of said Lot 1 of Plano Industrial Park, North 01°21'00" East, passing on "X" cut in concrete found at 102.15 feet and continuing for a total distance of 109.95 feet to an "X" cut in concrete set for corner;

THENCE crossing said Lot 1 of Plano Industrial Park and with the south edge of an existing building, South 88°26'16" East, 42.59 feet to the southeast corner of said building for corner;

THENCE crossing said Lot 1 of Plano Industrial Park, South 89°37'00" East, passing a 1/2-inch iron rod capped "Roome" set for corner in the west right-of-way line of Millard Drive and in the east line of said Lot 1 of Plano Industrial Park at 60.13 feet and continuing for a total distance of 90.14 feet to a point for corner in the centerline of said Millard Drive;

THENCE with the centerline of Millard Drive, South 00°23'00" East, 108.49 feet to a point for corner in the centerline of said Millard Drive;

THENCE with the north line of said Carter Craft Addition and the south line of said Lot 1 of Plano Industrial Park, North 89°51'26" West, passing a 5/8-inch iron rod found for corner in the west right-of-way line of Millard Drive and marking the most easterly northeast corner of said Lot 1, Block A of Carter Craft Addition and the southeast corner of said Lot 1 of Plano Industrial Park at 30.00 feet and continuing for a total distance of 136.02 feet to the POINT OF BEGINNING and CONTAINING 0.336 acres of land, more or less.

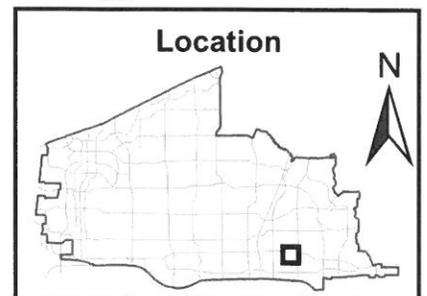


Zoning Case #: 2015-13

Existing Zoning: Retail (R)

Proposed Zoning: Light Industrial-1 (LI-1)

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



Source: City of Plano Planning Department

