

CITY COUNCIL

1520 AVENUE K



DATE: 7/22/2013
CALL TO ORDER: 7:00 p.m.
INVOCATION: Associate Pastor Julian McMillian
Grace Outreach Center
PLEDGE OF ALLEGIANCE:

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 Plano Planning Department recently received the 2013 CLIDE Award from the North Central Texas Council of Governments</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> June 24, 2013</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. 2013-237-B for the purchase of Below Grade Waterproofing from Mid-Continental Restoration Company, Inc. in the amount of \$83,758 for the Fire Administration Building and authorizing the City Manager to execute all necessary documents.	
(c)	CSP No. 2013-269-B for the Mapleshade Lane project to McMahon Contracting, L.P. in the amount of \$1,230,754 and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2013-194-C for an annual contract with three (3) City optional renewals for Auto and Truck Non-OEM Parts for the Inventory Control and Asset Disposal (ICAD) Department to be utilized by the Fleet Department to Freedom Chevrolet and Dodge in the estimated annual amount of \$140,000 and authorizing the City Manager to execute all necessary documents.	
	<p>Purchase from an Existing Contract</p>	
(e)	To approve the purchase of material testing services for Preston Road Corridor in the amount of \$95,007 from TEAM Consultants, Inc. through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (Contract No. 2012-399-D)	
(f)	To approve the purchase of Utility Billing and Risk Management suite construction at the Municipal Center in the amount of \$142,639 to Kellogg, Brown, and Root, LLC through an existing contract and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R5087)	
(g)	To approve the purchase of installation and maintenance of raised pavement markers through an existing annual contract for Public Works in the estimated annual amount of \$145,000 from A & M Maintenance Services, Inc. through the City of Garland (Contract No. 2339-11) and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2013-303-I)	
(h)	To approve the purchase of thermoplastic pavement markings and installation through an existing annual contract with three (3) City optional renewals for Public Works in the estimated annual amount of \$145,000 from A & M Maintenance Services, Inc. through the City of Richardson (Contract Number 61-11) and authorizing the City Manager to execute all necessary documents. (City of Plano Contract No. 2013-304-I)	
(i)	To approve the purchase of fitness equipment for the Carpenter Park, Liberty, Oak Point, and Tom Muehlenbeck Recreation Centers from Fitco Fitness in the amount of \$315,331 through an existing contract/agreement with BuyBoard and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract 413-12)	

ITEM NO.	EXPLANATION	ACTION TAKEN
	Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)	
(j)	To approve an Architectural Services Agreement by and between the City of Plano and Brown Reynolds Watford Architects, Inc. in the amount of \$152,500 for Gun Range Modifications - Design; and authorizing the City Manager to execute all necessary documents.	
(k)	To approve an Architectural Services Agreement by and between the City of Plano and EIKON Consultant Group, LLC in the amount of \$180,000 for Plano Centre Renovations; and authorizing the City Manager to execute all necessary documents.	
(l)	To approve an Architectural Services Agreement by and between the City of Plano and Brinkley Sargent Architects in the amount of \$621,640 for Oak Point Recreation Center Expansion and Renovation; and authorizing the City Manager to execute all necessary documents.	
(m)	To approve a Landscape Architecture Services Agreement by and between the City of Plano and Half Associates, Inc. in the amount of \$76,500 for design services for Three Cities Trail - Rowlett Creek SH 121 to Custer and authorizing the City Manager to execute all necessary documents.	
(n)	To approve the assignment of an existing agreement with Allegiance Security Group, LLC to a new provider, Universal Protection Service, LP, for Security Personnel Services and authorizing the City Manager to execute all necessary documents.	
	Approval of Contract Modification	
(o)	To Wiginton Hooker Jeffry, PC increasing the agreement by \$153,050 for Fire Stations 2, 6 and 7 Renovations, Modification No. 1.	
	<u>Adoption of Resolutions</u>	
(p)	To approve the terms and conditions of an Economic Development Incentive Agreement by and between Harley-Davidson Financial Services, Inc., a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date.	
(q)	To approve the terms and conditions of a Third Amendment to an Advance Funding Agreement by and between the City of Plano and the Texas Department of Transportation for Preston Road Corridor, authorizing its execution by the City Manager; and providing an effective date.	
(r)	To approve the terms and conditions of a First Modification to the contract by and between Samaritan Inn, Inc. and the City of Plano for Homelessness Prevention Program services in Plano and reallocating unused funds available for this program; authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Ordinances</u></p> <p>(s) To repeal Ordinance No. 2013-1-17; establishing the number of certain classifications within the Fire Department for fiscal year 2012-13; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective July 22, 2013; and providing a repealer clause, a severability clause and an effective date.</p> <p>(t) To abandon all right, title and interest of the City, in and to that certain 80-foot Drainage Easement recorded in Volume 2343, Page 689 of the Deed Records of Collin County, Texas and being situated in the Hezekiah Douglas Survey, Abstract No. 272, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Magnolia Lodging Development, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing and consideration of a Resolution to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2013 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager; and providing an effective date.</p>	
(2)	<p>Consideration of Bid No. 2013-235-C for a one (1) year contract with three (3) City-optional renewals for animal licensing services for the Animal Services Department in the estimated annual amount of \$63,900; whether to declare the low bidder, LDM Design and Construction, a non-responsible bidder based on Staff's assessment of the bid parameters; and whether to award the contract to PetData, Inc. as the lowest responsible bidder and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(3)	Public Hearing and consideration of a Resolution to adopt the 2013-2014 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnership objectives and proposed use of funds for program year 2013-2014; and declaring an effective date.	
(4)	Consideration of a Resolution to authorize the filing of applications for Federal Funds in an amount not to exceed \$1,535,127 under the Housing and Community Development Act and the HOME Investment Partnership Act; designating Bruce D. Glasscock as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.	
(5)	Public Hearing and consideration of Annexation Case A2013-01 – Request to annex 3.14± acres of land located within the right-of-way of West Park Boulevard east of Midway Road, including the intersection of the two roadways, in the J. Myers Survey, Abstract No. 619 (Collin County) and the J. Myers Survey, Abstract No. 882 (Denton County). Applicant: City of Plano	
(6)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2013-11 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 638 so as to allow the additional use of Patio Home on 6.1± acres of land located on the north side of McDermott Road, 370± feet west of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Randall's Food & Drug, LP</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		07/22/2013		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PRESENTATION: The Plano Planning Department recently received the 2013 CLIDE Award from the North Central Texas Council of Governments.				
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
June 24, 2013**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan (arrived at 5:18 p.m.)
Patrick Gallagher
Lee Dunlap

Council Member Elected

David Downs

STAFF PRESENT

Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor LaRosiliere called the meeting to order at 5:03 p.m., Monday, June 24, 2013, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present.

Resolution No. 2013-6-6(R): To canvass the election returns of the Runoff Election of June 15, 2013, for the election of one member of Council, Place 8, for a term of four years; declaring the results; and resolving other matters on the subject.

City Secretary Zucco read the number of votes received by each candidate.

Upon completion of the canvass, Mayor Pro Tem Smith stated that the election returns of the Runoff Election had been canvassed and all votes accounted for as certified by the Elections Administrators of Collin and Denton Counties, with a total of 3,081 City ballots cast and further made a motion to adopt a resolution to approve the canvass of Runoff Election returns of June 15, 2013, and declare that David Downs was elected to Place Eight to serve for a period of four years; and further to adopt Resolution No. 2013-6-6(R). Deputy Mayor Pro Tem Harris seconded the motion and the Council voted 7-0. The motion carried.

Remarks from Outgoing Council Member

Council Member Dunlap wished the best for Council Member Downs and thanked the citizens for their support.

Oath of Office for newly-elected Council Member

City Secretary Zucco administered the oath of office to newly-elected Council Member Downs and Mayor LaRosiliere presented him with his Certificate of Election after which he assumed his seat at the dais.

Mayor LaRosiliere recessed the meeting at 5:10 p.m., advising that the Council would retire to Training Room A for 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 and Litigation, Section 551.071; and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

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

Consideration and action resulting from Executive Session discussion: Reappointments

Board of Adjustment

Upon a motion made by Council Member Davidson and seconded by Council Member Duggan, the Council voted 8-0 to reappoint Carolyn Kalchthaler and Robert Miller.

Building Standards Commission

Upon a motion made by Council Member Downs and seconded by Council Member Duggan, the Council voted 8-0 to reappoint Arthur Stone, Ms. Reid's position as a vacancy and defer consideration of remaining reappointments.

Heritage Commission

Upon a motion made by Council Member Miner and seconded by Council Member Downs, the Council voted 8-0 to reappoint Edward L. Coyle and Gary J. Graley.

Planning and Zoning Commission

Council Member Duggan advised that Mr. Caso's position will be considered a vacancy and deferred consideration of remaining reappointments.

Personnel: Reappointments

Animal Shelter Advisory Committee

Upon a motion made by Council Member Duggan and seconded by Council Member Downs, the Council voted 8-0 to reappoint Kevin Kimbrell and Sunny Ruth.

Civil Service Commission

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to reappoint Robert Hill as recommended by City Manager Glasscock.

Community Relations Commission

Upon a motion made by Council Member Davidson and seconded by Council Member Downs, the Council voted 8-0 to reappoint Judy Drotman, Cynthia Thomas, and Mandy Tschoepe.

Cultural Affairs Commission

Upon a motion made by Council Member Miner and seconded by Council Member Davidson, the Council voted 8-0 to reappoint Marion L. Brockette, Jr.

Library Advisory Board

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Gallagher, the Council voted 8-0 to reappoint Dustin N. Kolb, Kimberley Malouf and John Pillow.

Parks and Recreation Planning Board

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Miner, the Council voted 8-0 to reappoint Pamela G. Weaver and Beth S. Webb.

Photographic Traffic Signal Advisory Committee

The Council deferred consideration of reappointments.

Plano Housing Authority

The Council deferred consideration of reappointments.

Retirement Security Plan Committee

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to reappoint Casey Srader and Sean Sullivan.

Self Sufficiency Committee

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Gallagher, the Council voted 8-0 to reappoint Charles Ho, Donna Irby, and Emmanuel I. Umoh.

Senior Citizens Advisory Board

Upon a motion made by Council Member Davidson and seconded by Council Member Downs, the Council voted 8-0 to reappoint Nancy Jensen and Ralph Steckel.

Tax Increment Financing Reinvestment Zone No. 2 Board

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Miner, the Council voted 8-0 to reappoint Thomas Buning, Russell G. Coolik, Chris Hatcher, Alan L. Johnson, Pat Miner, Shirley Ogden and James F. Schell.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the Preliminary Meeting at 6:38 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
June 24, 2013

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, June 24, 2013, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Council Member Downs led the invocation and Girl Scout Daisy Troop 3460 from Harrington Elementary led the Pledge of Allegiance.

Mayor LaRosiliere recognized Children's Medical Center for their 100th anniversary.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item "A")
June 10, 2013

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

Bid No. 2013-219-C for annual contracts with three (3) City optional one (1) year renewals for Temporary Labor Services for Public Works, Environmental Waste Services Division, to Labor Ready Central, Inc. a subsidiary of TrueBlue, Inc. and to Lone Star Temps Services, Inc., for the initial contract period in the estimated combined amount of \$645,351 and the subsequent renewals in the estimated annual amount of \$520,351 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2013-278-B for J Place Sanitary Sewer Lift Station Replacement to Crescent Constructors, Inc. in the amount of \$726,002 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2013-216-C for an annual contract with three (3) City optional one (1) year renewals for Concrete Mix for Public Works, to Lattimore Materials Corp., for the initial contract period in the estimated amount of \$800,000 and the subsequent renewals in the estimated annual amount of \$600,000 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Bid No. 2013-242-B for the Arterial Concrete Pavement Rehab Independence Parkway–Spring Creek Parkway to SH 121, Project No. 6320 to Jerusalem Corporation in the amount of \$966,291 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Bid No. 2013-250-B for Russell Creek Park Drainage Improvements to VA Construction, Inc. in the amount of \$77,202 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Bid No. 2013-161-B for the purchase of Steel Signal Pole Assemblies to be utilized by Traffic Signals Department to Sanpec, Inc. in the amount of \$57,520 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

Bid No. 2013-229-C for an annual contract with three (3) City optional renewals for Water Line Repair Parts for the Inventory Control and Asset Disposal (ICAD) Department, to be utilized by the Public Works Department, to Fortiline, Inc. in the estimated annual amount of \$105,831 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

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

To approve the purchase of two (2) Lifepak 15 defibrillators and related accessories for use by the Fire Department from Physio-Control, Inc. in the amount not to exceed \$72,943 through the use of the general exemption as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(2) and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “I”)

Approval of Contract Modification

To approve and authorize the First Modification of Contract by and between City of Plano and Scientel Wireless, LLC for the purchase of additional installation services in the amount of \$90,000 from Scientel Wireless, LLC. This modification will provide for the removal of 37 previously installed poles and the installation of 140 new poles. (City of Plano Tracking Number 2011-115-B). (Consent Agenda Item “J”)

Approval of Expenditure

To approve the purchase of 140 decorative light poles from The Lighting Alliance, the authorized reseller of the sole source manufacturer, Acuity Brands Lighting, in the amount of \$450,100 through the use of the general exemption as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A) and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

Adoption of Resolutions

Resolution No. 2013-6-7(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between ReachLocal, Inc. and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2013-6-8(R): To approve the terms and conditions of an Advance Funding Agreement for project using funds held in the State Highway 121 Sub-Account for the acquisition of right of way for the Shiloh Rail Station on the Cotton Belt Railway; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “M”)

Resolution No. 2013-6-9(R): To approve the terms and conditions of Amendment No. 1 to the Advance Funding Agreement for project using funds held in the State Highway 121 Sub-Account for bicycle, pedestrian and vehicular improvements on 15th Street from Avenue G to Chisholm Trail; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “N”)

Resolution No. 2013-6-10(R): To designate the name of White Rock Creek Community Park Site as Windhaven Meadows Park and providing an effective date. (Consent Agenda Item “O”)

Resolution No. 2013-6-11(R): To repeal and replace Resolution No. 2001-7-15(R) regarding revised rates of fare for taxicabs and limousines operating within the City of Plano, Texas; and providing an effective date. (Consent Agenda Item “P”)

Adoption of Ordinances

Ordinance No. 2013-6-12: To amend Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on Ashmill Drive from Bishop Road to Dallas Parkway, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “Q”)

Ordinance No. 2013-6-13: To approve and adopt Rate Schedule “RRM–Rate Review Mechanism” for Atmos Energy Corporation, Mid-Tex Division to be in force in the City for a period of time as specified in the rate schedule; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the Company and ACSC legal counsel. (Consent Agenda Item “R”)

Ordinance No. 2013-6-14: To repeal Ordinance No. 98-5-8 establishing a program entitled “Plano Reaching Out” and a fund of the same name for the public purpose of funding local social service agencies; and providing an effective date. (Consent Agenda Item “S”)

END OF CONSENT

Public Hearing and adoption of Ordinance No. 2013-6-15 to designate a certain area within the City of Plano, Texas as Reinvestment Zone No. 135 for tax abatement, consisting of a 14.233 acre tract of land located in the M. Taylor Survey, Abstract No. 897, in the City of Plano, Collin County, Texas, and described in Exhibit "A" attached hereto, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Agenda Item “1”)

Director of Plano Economic Development Bane spoke to statutes requiring the establishment of reinvestment zones which include a Public Hearing and to this agreement based on a ten-year abatement of 50% for an estimated \$12 million in real property and \$1.8 million in business personal property commencing no later than January 1, 2016.

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against the request. The Public Hearing was closed.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Duggan, the Council voted 8-0 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 135 for tax abatement and further to adopt Ordinance No. 2013-6-15.

Resolution No. 2013-6-16(R): To approve the terms and conditions of an Agreement by and between the City of Plano, Texas, ReachLocal, Inc., and EPC-IBP 16, LLC providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “2”)

Director of Plano Economic Development Bane advised that the agreement would be between the City of Plano, ReachLocal, Inc., and EPC-IBP-16, LLC for a term of ten years at 50% for both real and business personal property.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Davidson, the Council voted 8-0 to approve the terms and conditions of an Agreement by and between the City of Plano, ReachLocal, Inc., and EPC-IBP-16, LLC; and further to adopt Resolution No. 2013-6-16(R).

Public Hearing and adoption of Ordinance No. 2013-6-17 as requested in Zoning Case 2013-09 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to amend Planned Development-207-Retail on 119.9± acres of land located at the northwest corner of Shiloh Road and Renner Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to building setback and parking ratio requirements; 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: David Hicks Company (Regular Agenda Item “3”)

Director of Planning Jarrell advised that the applicant is requesting to amend PD-207-R in order to amend building setback requirements adjacent to quasi-public streets, reduce parking requirements, and clarify development regulations. She stated that the Planning and Zoning Commission recommended approval as follows: (Proposed additions are indicated by underlined text; proposed deletions are shown as strike through text)

Restrictions

The permitted uses and standards shall be in accordance with the Retail (R) zoning district unless otherwise specified herein.

General Standards

1. The zoning exhibit shall be adopted as part of the ordinance.
2. Maximum Lot Coverage: 50%; increased to 70% if structured parking is provided
3. Maximum Floor to Area Ratio: 1.75:1
4. Maximum Height: Five story (75 feet) for buildings with multifamily residential use; 20 story for all other buildings
5. Minimum Side Yard: None, except as required by building or fire codes
6. Minimum Rear Yard: None, except as required by building or fire codes

Ordinance No. 2013-6-17 (cont'd)

7. Parking Regulations:

- a. The minimum required parking shall be ~~as follows~~ in accordance with Section 3.1100 (Off-Street Parking and Loading) of the Comprehensive Zoning Ordinance with the following exceptions:
 - Multifamily - One Bedroom or Less: One parking space per unit
Two Bedrooms: One and one-half parking spaces per unit
Three Bedrooms or More: Two spaces per unit
 - Freestanding Restaurant: One space per 100 square feet of floor area
 - ~~Hotel: See Section 3.1100 (Off-Street Parking and Loading)~~
 - ~~Theater: See Section 3.1100 (Off-Street Parking and Loading)~~
 - Medical Office: One space per 300 square feet of floor area
 - Retail: One space per 300 square feet of floor area
 - Restaurants and service uses within a multi-tenant building: One space per 300 square feet of floor area
 - ~~All Other Nonresidential Uses: One space per 300 square feet of floor area.~~
- b. On-street parking may count toward required parking and shall be permitted on both sides of interior public and quasi-public streets and fire lanes, except where prohibited for vehicular, fire, or pedestrian safety. On-street parking may be parallel, angle, or 90° to the street. Where on-street parking is provided, islands shall be placed as a break to delineate travel lanes. An island break of a minimum six feet in width shall be placed no less than every 150 feet of continuous on-street parking.
- c. No off-street loading spaces are required. Off-street loading for the loading and unloading of merchandise and goods must not occur in public streets or fire lanes, but may occur in parking areas or private drive aisles. Designated off-street loading spaces for nonresidential uses, if provided, may not be located adjacent to or across a street or alley from buildings containing residential uses unless the loading dock is screened by solid metal gates, masonry screening walls, overhead doors, buildings, or any combination of these.
- d. Except for freestanding restaurants, no parking is required for outdoor patio and sidewalk dining areas or other public seating areas and open space.

Design Standards

1. Street Pattern: The maximum block length shall be 500 feet. Public streets, quasi-public streets, and/or fire lanes may be used to obtain this required block length.
2. Streetscape:
 - a. Along Wynwood Dr., Wynhurst Dr., Wyngate Blvd., Wynview Dr., and required named quasi-public streets, sidewalks with a minimum width of six feet shall be placed no more than six feet from back of curb. Street trees shall be provided at a rate of one tree per 50 linear feet of street.
 - b. Outdoor patio and sidewalk dining, as well as other public seating areas, are permitted within public rights-of-way provided accessible pathways are maintained.

Ordinance No. 2013-6-17 (cont'd)

3. **Quasi-Public Streets definition:** Quasi-public streets are privately owned and maintained drives open to public access. A quasi-public street easement shall be dedicated for all quasi-public streets, and a fire lane shall be located within all quasi-public streets easements. On-street parking and sidewalks provided along quasi-public streets shall be located within the quasi-public street easement, if provided. Lots may derive required street frontage from quasi-public streets and may be platted to the centerline of quasi-public streets.
4. **Building Design:**
 - a. Nonresidential buildings, except for parking garages, shall have a minimum of 40% of the ground floor comprised of window area. Buildings fronting S. H. 190 frontage road, Renner Rd., and Shiloh Rd. are exempt from this requirement. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.
 - b. Canopies, balconies, stoops, bay windows, awnings, and other building projections may encroach up to five feet into the public right-of-way and quasi-public street easements provided accessible pathways are maintained.
5. **Landscaping and Open Space:**
 - a. Except as stated in standard 5.b. below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.700 (190 Tollway/Plano Parkway Overlay District) except as follows:
 - i. No landscape edge is required along Wynwood Dr., Wynhurst Dr., Wyngate Blvd., Wynview Dr., and required named quasi-public streets, except for lots located within Tract 1.
 - ii. Landscape edge width may be reduced to 10 feet along Shiloh Rd., north of Wynview Dr.
 - b. A minimum five-foot landscape edge shall be provided between all surface parking lots and public and quasi-public streets, except for lots located within Tract 1. Street trees shall be provided at a rate of one tree per 50 linear feet of street.
 - c. A minimum of two acres of open space shall be provided and shall be open to the public at all times. Open space shall have a minimum dimension of 80 feet.
6. **Screening:**
 - a. The rear and service sides of nonresidential buildings oriented toward residential use or open space shall be screened as provided in Section 3.1000 (Screening, Fence, and Wall Regulations).
 - b. Refuse and recycling containers shall not be located within 30 feet of a public or quasi-public street, unless internal to the building, and shall be screened from view from streets and open space in accordance with Section 3.1000 (Screening, Fence, and Wall Regulations).
7. **Fencing:** For residential use only, fencing is allowed in the front yard setback up to eight feet in height. Fencing must be a minimum of 50% open.
8. **Signage:**
 - a. For buildings fronting S.H. 190 frontage road, Renner Rd., and Shiloh Rd., signage must comply with Section 3.1600 (Sign Regulations) and Section 4.700 (190 Tollway/Plano Parkway Overlay District).

Ordinance No. 2013-6-17 (cont'd)

- b. Signage for all other buildings must comply with Area A standards within Subsection 3.1605 (Downtown Sign District). Additionally, freestanding, single tenant buildings may have monument signs per Section 4.700 (190 Tollway/Plano Parkway Overlay District).

Multifamily Residential Development Standards

- 1. Maximum Number of Dwelling Units: 1,200 units
- 2. Minimum Density: 35 dwelling units per acre
- 3. Multifamily development shall be exempt from the supplemental regulations of Subsection 3.104 (Multifamily Residence).

Standards Specific to Tract 1

Tract 1 shall be developed in accordance with Retail (R) zoning district area, yard and bulk requirements.

- 1. Uses:
 - a. Regional theater use is permitted.
 - b. Car wash use is prohibited.

Standards Specific to Tract 2

- 1. Uses:
 - a. Regional theater use is permitted.
 - b. Car wash use is prohibited.
- 2. Building Design:
 - a. Buildings fronting to Renner Rd.
 - i. Minimum front yard setback: 30 feet
 - ii. Maximum front yard setback: None
 - b. Buildings fronting to Wyngate Blvd. or Wynview Dr.:
 - i. Minimum front yard setback: None
 - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. ~~When~~ Where easements are present, a minimum of 60% of each facade must be built to the easement line.

Standards Specific to Tract 3

- 1. Uses:
 - a. Regional theater use is permitted.
 - b. Car wash use is prohibited.
- 2. Building Design:
 - a. Buildings fronting to Wynwood Dr., or Wynhurst Dr:
 - i. Minimum Front Yard Setback: None

Ordinance No. 2013-6-17 (cont'd)

- ii. Buildings shall be constructed such that a minimum of 50% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 50% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 100 feet if parking or drive aisles are located between the building face and the street.
- b. Buildings fronting ~~required named~~ quasi-public streets:
 - i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. ~~Minimum Front Yard Setback:~~ Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line unless restricted by easements. If other easements are present required in addition to the street easement, then 60% of; the facade must be built to the additional easement line.

Standards Specific to Tract 4

- 1. Uses:
 - a. Multifamily use is permitted.
 - b. Car wash use is prohibited.
 - c. Office, retail, service and restaurant uses may only occupy space within the first floor of multi-story residential buildings. Free standing office, retail, service and restaurant buildings are prohibited.
- 2. Street Pattern: Tract 4 shall be bisected by a named quasi-public street and shall comply with the streetscape requirements as stated in 'Design Standards 2. Streetscape' above.
- 3. Building Design:
 - a. Buildings fronting to Wynwood Dr., Wynhurst Dr., Wyngate Blvd., or Wynview Dr.:
 - i. Minimum Front Yard Setback: None
 - ii. Buildings shall be constructed such that a minimum of 50% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 50% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 100 feet if parking or drive aisles are located between the building face and the street.
 - b. Buildings fronting ~~required named~~ quasi-public streets:
 - i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. ~~The maximum front yard setback~~ Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line unless restricted by easements. If other easements are present required in addition to the street easement, then 60% of; the facade must be built to the additional easement line.

Ordinance No. 2013-6-17 (cont'd)

Standards Specific to Tracts 5 & 7

1. Uses:
 - a. Multifamily use is permitted.
 - b. Car wash use is prohibited.
 - c. Retail, service and restaurant uses are prohibited.
2. Building Design:
 - a. Buildings fronting to Wynwood Dr.:
 - i. Minimum Front Yard Setback: None
 - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.
 - b. Buildings fronting ~~required named~~ quasi-public streets:
 - i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line. If other easements are required in addition to the street easement, then 60% of the facade must be built to the additional easement line.

Standards Specific to Tracts 6, 8, 9 & 10

1. Uses: Car wash use is prohibited.
2. Building Design:
 - a. Buildings fronting to Renner Rd. or Shiloh Rd.:
 - i. The minimum front yard setback shall be 10 feet.
 - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 30 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line. The 30 feet distance may be increased to a maximum of 85 feet if parking or drive aisles are located between the building face and the street.
 - b. Buildings fronting to Wyngate Blvd. or Wynview Dr.:
 - i. Minimum Front Yard Setback: None
 - ii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the right-of-way line unless restricted by easements. Where easements are present, a minimum of 60% of each facade must be built to the easement line.
 - c. Buildings fronting ~~required named~~ quasi-public streets:
 - i. Front yard setbacks are measured from the street easement line.
 - ii. Minimum Front Yard Setback: None
 - iii. Buildings shall be constructed such that a minimum of 60% of the facade falls within 15 feet of the street easement line. If other easements are required in addition to the street easement, then 60% of the facade must be built to the additional easement line.

Ordinance No. 2013-6-17 (cont'd)

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against the request. The Public Hearing was closed.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 8-0 to amend Planned Development-207-Retail on 119.9± acres of land located at the northwest corner of Shiloh Road and Renner Road, in the City of Plano, Collin County, Texas, in order to modify the development standards, including but not limited to building setback and parking ratio requirements; as requested in Zoning Case 2013-09 and as recommended by the Planning and Zoning Commission; and further to adopt Ordinance No. 2013-6-17.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:15 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Diane Zucco, 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:		7/22/13		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Bid No. 2013-237-B for the purchase of Below Grade Waterproofing from Mid-Continental Restoration Company, Inc., in the amount of \$83,758, at the Fire Administration Building 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:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		29,867	137,133	0
Encumbered/Expended Amount		-29,867	-48,697	0
This Item		0	-83,758	0
BALANCE		0	4,678	0
FUND(s): CAPITAL RESERVE				
COMMENTS: Funds are included in the FY 2012-13 Capital Reserve Fund. This item, in the amount of \$83,758, will leave a current year balance of \$4,678 for the Fire Station #1 - Bldg. 77 projects.				
STRATEGIC PLAN GOAL: Water proofing to prevent water intrusion and damage to buildings relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the bid of Mid-Continental Restoration Company, Inc., in the amount of \$83,758, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Fire Administration Building (2013-237-B).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap				



City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

TO: Michael Parrish, Sr. Buyer

FROM: Richard Medlen,
Facilities Maintenance Superintendent

DATE: June 12, 2013

SUBJECT: **Fire Administration Below Grade Waterproofing – Bid #2013-237-B**

I have reviewed the bids received for the below grade waterproofing that is required to prevent water intrusion and further water damage to the contents in the Training Room at the Fire Administration Building. I recommend award to the lowest responsible responsive bid submitted by Mid-Continental Restoration Company, Inc. including Alternates 1 through 4 for \$83,758. There were additional bids received from Western Waterproofing Company for \$130,125 including all alternates and Chamberlin Roofing and Waterproofing for \$179,130 including all alternates.

The funding for this project is in the Capital Reserve Account #54478.

Please contact me if you have any questions.

Thanks

/liw

Xc: Jim Razinha
Alan Storck
Earl Whitaker
Reid Choate
Matt Yager
Steve Healy

CITY OF PLANO

BID NO. 2013-237-B FIRE ADMINISTRATION BUILDING BELOW GRADE WATERPROOFING BID RECAP

Bid Opening Date/Time: June 4, 2013 @ 1:00 PM

Number of Vendors Notified: 1120

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 3

Total Bid:

Mid-Continental Restoration Company, Inc.	\$83,758
Western Waterproofing Company	\$130,125
Chamberlin Roofing and Waterproofing	\$179,130

Recommended Vendor:

Mid-Continental Restoration Company, Inc. \$83,758

Michael Parrish

June 7, 2013

Michael Parrish, Senior Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/22/13		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonke (7198)	
			Project No. 6187	
CAPTION				
CSP No. 2013-269-B for the Mapleshade Lane project to McMahon Contracting, L.P. in the amount of \$1,230,754 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: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	63,529	1,466,471	0	1,530,000
Encumbered/Expended Amount	-63,529	-71,581	0	-135,110
This Item	0	-1,230,754	0	-1,230,754
BALANCE	0	164,136	0	164,136
FUND(S): STREET IMPROVEMENT AND WATER CIP				
<p>COMMENTS: Funds are included in the FY 2012-13 Street Improvement and Water CIP. This item, in the amount of \$1,230,754, will leave a current year balance of \$164,136 for the Mapleshade Lane street and water line projects.</p> <p>STRATEGIC PLAN GOAL: Street and water line improvements relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the CSP of McMahon Contracting, L.P. , in the amount of \$1,230,754.35, be accepted as the lowest responsible CSP, conditioned on timely execution of any necessary contract documents.</p> <p>The second lowest CSP is Ed Bell Construction Company, in the amount of \$1,269,673.50.</p> <p>The engineer's estimate was \$1,400,000.</p> <p>The purpose of this project is to complete the construction of Mapleshade Lane, a four lane divided thoroughfare, from 400' east of Silverglen Drive to State Highway 190. It is a joint project between the City of Plano and The University of Texas at Dallas. The project includes a large diameter culvert to be constructed under the KCS Railroad. The University of Texas at Dallas will reimburse the City of Plano \$150,000 for drainage improvements.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, CSP Recap			N/A	

**MAPLESHADE LANE - 400 FEET EAST OF
SILVERGLEN DRIVE TO SH 190**

PROJECT NO. 6187

K C S Railroad

Drainage Culvert



1 inch = 300 feet

Mapleshade Lane

Silverglen Drive

PROJECT

State Highway 190 / President George Bush Turnpike

CITY OF PLANO

PROPOSAL NO. 2013-269-B CSP FOR MAPLESHADE LANE – PROJECT NO. 6187 RECAP

Proposal opening Date/Time: June 14, 2013 @ 3:00 PM

Number of Vendors Notified: 7,160

Vendors Submitting “No Bids”: 0

Proposals Evaluated Non-Responsive to Specifications: 0

Number of Proposals Submitted: 3

MCMAHON CONTRACTING, L.P.
ED BELL CONSTRUCTION COMPANY
CAMINO CONSTRUCTION, L.P.

Total Base Proposal

\$1,230,754.35
\$1,269,673.50
\$1,362,411.50

Recommended Vendor:

MCMAHON CONTRACTING, L.P. \$1,230,754.35

Perry Neeley

July 1, 2013

Perry Neeley, 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:		7/22/2013			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Connie Robertson, Ext. 7134					
CAPTION					
Bid No. 2013-194-C for an annual contract with three (3) City optional renewals for Auto and Truck Non-OEM Parts for the Inventory Control and Asset Disposal (ICAD) Department, to be utilized by the Fleet Department, to Freedom Chevrolet and Dodge in the estimated annual amount of \$140,000, 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:	2013-14 thru 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,109,145	560,000	2,669,145	
Encumbered/Expended Amount	0	-1,584,307	0	-1,584,307	
This Item	0	0	-560,000	-560,000	
BALANCE	0	524,838	0	524,838	
FUND(S): WAREHOUSE					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Warehouse Stock Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent annually beginning in FY 2013-14 is \$140,000 and this amount is expected to be spent each year through FY 2016-17, which will be made within approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: Providing repair/replacement parts for the repair of City equipment for Warehouse inventory relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Staff recommends the bid of Freedom Chevrolet and Dodge in the estimated annual amount of \$140,000, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for the Inventory Control and Asset Disposal Department to be utilized by the Fleet Services Department (2013-194-C).					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo			N/A		
Bid Recap					



MEMORANDUM

DATE: July 11, 2013
TO: Perry Neeley, Purchasing Buyer
FROM: Josh Mathewes, Inventory Control/Asset Disposal Supervisor
SUBJECT: Award of Bid No. 2013-194-C Auto Truck and Non-OEM Parts

It is the recommendation from Inventory Control and Asset Disposal (ICAD) Department based on inventory requirements, and specifications of the Fleet Department to award Bid No. 2013-194-C to Freedom Chevrolet and Dodge in the estimated annual amount of \$140,000.00.

FleetPride provided the highest percentage off list discount at 61%, however, they only provided pricing for 15 of 35 items that were requested. Uni-Select USA Inc. submitted bids for 32 of the 35 line items and provided the least total line item cost at \$689.51 for the market basket of items that the city procures most frequently; however, they provided multiple discounts and therefore were deemed non-responsive to the bid specifications. O'Reilly Automotive Stores, Inc. submitted bids for 34 of the 35 requested line items and had the highest total line item cost at \$1,225.21 after applying their line item discount of 41%. Freedom Chevrolet and Dodge submitted a bid for all 35 items requested at \$1,142.81 after applying their line item discount of 45% deeming them the lowest responsive bidder.

Failure to award this bid could result in extended lead times, higher procurement costs, increased down time for city fleet vehicles and equipment and the inability to provide stock inventory for the repairs of equipment.

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

Josh Mathewes
Inventory Control/Asset Disposal
Supervisor

CITY OF PLANO
BID NO. 2013-194-C
AUTO AND TRUCK NON-OEM PARTS
BID RECAP

Bid opening Date/Time: April 29, 2013 at 10:00 AM CDT

Number of Vendors Notified: 7,140

Vendors Submitting "No Bids": 3

Number of Partial Bids Submitted: 0

Number of Bids Submitted: 4

FleetPride

Freedom Chevrolet and Dodge

O'Reilly Automotive Stores, Inc.

Uni-Select USA, Inc.

Recommended Vendor:

Freedom Chevrolet and Dodge

Perry Neeley

Buyer

July 3, 2013

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:		07/22/13			
Department:		Engineering			
Department Head		Gerald P. Cosgrove, P.E.			
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		Project No. 5925	
CAPTION					
To approve the purchase of material testing services for Preston Road Corridor, in the amount of \$95,007, from TEAM Consultants, Inc. through an existing City of Plano contract and authorizing the City Manager to execute all necessary documents. (Contract No. 2012-399-D)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		222,439	2,328,561	993,000	3,544,000
Encumbered/Expended Amount		-222,439	-241,281	0	-463,720
This Item		0	-95,007	0	-95,007
BALANCE		0	1,992,273	993,000	2,985,273
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$95,007, will leave a current year balance of \$1,992,273 for the Preston Road Corridor improvements project. STRATEGIC PLAN GOAL: Testing construction materials relates to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Staff recommends approval of this expenditure for construction materials testing, in the amount of \$95,006.75. TEAM Consultants, Inc. is one of the six contracted vendors for this service during 2012-2013 (2012-399-D). Funding is available from the Street Improvement Community Investment Program; therefore, staff recommends approval.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Exhibit A Cost Estimate			N/A		

TEAM Consultants, Inc.

Geotechnical, Environmental, Construction Materials Testing

June 28, 2013
TEAM Project No. 135109

City of Plano
Department of Public Works
P.O. Box 853068
Plano, Texas 75086-0358

Attention: Mr. Tim Bennett, P.E.
Senior Engineer

**COST ESTIMATE
CONSTRUCTION MATERIALS OBSERVATION AND TESTING
PRESTON ROAD CORRIDOR
PROJECT NO. 5925
TXDOT PROJECT NO. CSJ 0091-05-057**

Dear Mr. Bennett:

In accordance with your request, we have prepared the attached (Exhibit A) cost estimate for providing Construction Materials Observation and Testing Services for the above referenced project. The estimated units are based on review of the plans and specifications and our experience with this type of project. Services are provided on an on-call basis and you will only be invoiced for services requested.

The contact personnel within TEAM for the above referenced project are:

Dispatch: Ms. Carla Bridges
CMT Supervisor: Mr. Tim Wooley
QA/QC Supervisor: Mr. Bruce Walton

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call the undersigned at (214) 331-4395 if there are any questions or if we can be of additional service to you on future projects.

Very truly yours,

TEAM Consultants, Inc.



Mr. Bruce Walton,
QA/QC Supervisor

Attachments: Exhibits A

Authorized by: _____

Date: _____

EXHIBIT A

**COST ESTIMATE
CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES
PRESTON ROAD CORRIDOR
PROJECT NO. 5925
CITY OF PLANO, TEXAS
TXDOT PROJECT NO. CSJ NO. 0091-05-057**

LABORATORY TESTING SERVICES**PART I SOILS AND BASE MATERIALS**

2062 Moisture Density Relationship - 6 inch mold	Est.	10 ea.	@	\$ 223.00 /ea.	\$ 2,230.00
2063 Moisture Density Relationship - 4 inch mold	Est.	15 ea.	@	\$ 187.50 /ea.	\$ 2,812.50
2001 Atterbreg Limits	Est.	15 ea.	@	\$ 48.00 /ea.	\$ 720.00
2100 In-place Density (1-6)*	Est.	495 ea.	@	\$ 30.50 /ea.	\$ 15,097.50
3009 Technicain	Est.	395 hrs.	@	\$ 51.50 /hr.	\$ 20,342.50
3008 Senior Technician	Est.	65 hrs.	@	\$ 62.50 /hr.	\$ 4,062.50
3032 Transportation Charge	Est.	99 ea.	@	\$ 34.00 /ea.	\$ 3,366.00
				SUBTOTAL	\$ 48,631.00

PART II PORTLAND CONCRETE AND RELATED SERVICES

2130 Concrete Compression tests (cylinders)	Est.	444 ea.	@	\$ 17.75 /ea.	\$ 7,881.00
2144 Review of concrete mix designs furnished by others	Est.	5 ea.	@	\$ 105.00 /ea.	\$ 525.00
3009 Technician, per hour	Est.	389 ea.	@	\$ 51.50 /ea.	\$ 20,007.75
3032 Transportation Charge	Est.	165 ea.	@	\$ 34.00 /ea.	\$ 5,610.00
				SUBTOTAL	\$ 34,023.75

PART III BITUMINOUS CONCRETE

2176 Molding Specimens	Est.	96 ea.	@	\$ 21.00 /ea.	\$ 2,016.00
2177 Laboratory Density Density	Est.	96 ea.	@	\$ 21.00 /ea.	\$ 2,016.00
2189 Maximum Theoretical Specific Graviety (Rice)	Est.	32 ea.	@	\$ 70.00 /ea.	\$ 2,240.00
2202 Inigtion Oven Burn Off	Est.	32 ea.	@	\$ 190.00 /ea.	\$ 6,080.00
					\$ 12,352.00

RECOMMENDED BUDGET \$ 95,006.75

* Plus technician time

Note: Technician time is portal to portal. Overtime is charged at 1.25 times the hourly rate for weekends, holidays, and hours of darkness.



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:		7/22/13		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
To approve the purchase of Utility Billing and Risk Management suite construction at the Municipal Center in the amount of \$142,639 to Kellogg, Brown, and Root, LLC through an existing contract and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R5087)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		481,624	706,376	780,000
Encumbered/Expended Amount		-481,624	-518,036	0
This Item		0	-142,639	0
BALANCE		0	45,701	780,000
FUND(s): CAPITAL RESERVE				
COMMENTS: Funds are included in the FY 2012-13 Capital Reserve Fund. This item, in the amount of \$142,639, will leave a current year combined balance of \$45,701 for the Municipal Center - Bldg 71 project.				
STRATEGIC PLAN GOAL: Construction to better utilize existing office space in Municipal Center relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the award of Utility Billing and Risk Management suite construction at the Municipal Center in the amount of \$142,639 to Kellogg, Brown, and Root, LLC through an existing contract/agreement with TCPN. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271 subchapter F of the Local Government code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TCPN Contract No. R5087/City of Plano Internal Contract No. 2013-266-O)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo, Bid Recap				



City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

TO: Michael Parrish, Sr. Buyer

FROM: Richard Medlen,
Facilities Maintenance Superintendent

DATE: June 17, 2013

SUBJECT: **Utility Billing and Risk management Suite Construction – Bid #2013-266-O**

I have reviewed the bids submitted to consolidate the space in the Utility Billing suite at the Municipal Center to make room and construct offices for a new Risk Management suite. This is necessary to meet the long range space planning projects to better utilize space at City facilities.

I recommend award to the lowest responsive responsible bid submitted by Kellogg, Brown, and Root, LLC for \$142,639. An additional bid was received from Gomez Floor Covering d/b/a GFC Contracting for \$152,000.

The funding for this project is in the Capital Reserve Account #54424.

Please contact me if you have any questions.

Thanks

/liw

Xc: Jim Razinha
Earl Whitaker
Matt Yager
Steve Healy
Todd Luxem

CITY OF PLANO

BID NO. 2013-266-O UTILITY BILLING AND RISK MANAGEMENT SUITE CONSTRUCTION BID RECAP

<u>Bid Opening Date/Time:</u>	June 11, 2013 @ 1:00 PM
<u>Number of Vendors Notified:</u>	4
<u>Vendors Submitting "No Bids":</u>	0
<u>Number of Bids Submitted:</u>	2
<u>Total Bid:</u>	
Kellogg, Brown, and Root, LLC	\$142,639
Gomez Floor Covering d/b/a GFC Contracting	\$152,000
<u>Recommended Vendor:</u>	
Kellogg, Brown and Root, LLC	\$142,639

Michael Parrish

June 11, 2013

Michael Parrish, Senior Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7-22-2013			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): Nancy Corwin X7137					
CAPTION					
To approve the purchase of installation and maintenance of raised pavement markers through an existing annual contract for Public Works, in the estimated annual amount of \$145,000, from A & M Maintenance Services, Inc. through City of Garland (contract number 2339-11) and authorizing the City Manager to execute all necessary documents. (City of Plano contract number 2013-303-l)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2012-13, 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	40,000	290,000	330,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-40,000	-105,000	-145,000
BALANCE		0	0	185,000	185,000
FUND(S): CAPITAL RESERVE FUND					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Capital Reserve Fund based on need within approved budget appropriations for each year of the contract. The estimated annual amounts are \$40,000 for FY 2012-13 and \$105,000 for FY 2013-14.</p> <p>STRATEGIC PLAN GOAL: Providing pavement markers on Plano's streets relates to the City's Goal of Safe Large City.</p>					
SUMMARY OF ITEM					
Staff recommends the purchase of installation and maintenance of raised pavement markers pursuant to unit prices through an existing annual contract, in the estimated annual amount of \$145,000, from A & M Maintenance Services, Inc. for Public Works. (City of Garland contract number 2339-11, City of Plano contract number 2013-303-l) The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State law requiring local governments to seek competitive bids for items.					
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies		



Memorandum

DATE: July 5, 2013

TO: Diane Palmer-Boeck, Chief Purchasing Officer

FROM: Robert Moore, Traffic Operations Superintendent

SUBJECT: **Installation and maintenance of raised pavement markers** (City of Plano Contract No. 2013-303-I)

The Public Works staff recommends piggybacking on the City of Garland contract with A & M Maintenance for the installation and maintenance of raised pavement markers (City of Garland Contract 2339-11). City of Garland contract runs from July 1, 2013 to July 1, 2014, with no renewals remaining. The City of Plano contract term will run from date of execution to July 1, 2014. The estimated expenditure for this project is \$145,000.00.

If this contract is not awarded by City Council dangerous public safety issues will be created for drivers traveling throughout the City of Plano due to the lack of road lane dividing markers. Public Works does not have the personnel or proper equipment to satisfy this need.

The funding for this bid is coming from the Capital Reserve Fund - Thermo Markings/Buttons (35-51150).

Please let me know if you have questions regarding our recommendation.

xc: David Falls, Public Works Operations Manager



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:		7-22-2013			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): Nancy Corwin X7137					
CAPTION					
To approve the purchase of thermoplastic pavement markings and installation through an existing annual contract with three (3) City optional renewals, for Public Works, in the estimated annual amount of \$145,000, from A & M Maintenance Services, Inc. through City of Richardson (contract number 61-11) and authorizing the City Manager to execute all necessary documents. (City of Plano contract number 2013-304-I)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2012-13, 2013-14, 2014-15 & 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	40,000	915,000	955,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-40,000	-435,000	-475,000
BALANCE		0	0	480,000	480,000
FUND(S): CAPITAL RESERVE FUND					
COMMENTS: This item approves price quotes. Expenditures will be made in the Capital Reserve Fund based on need within approved budget appropriations for each year of the contract. The estimated annual amount is \$40,000 for FY 2012-13 and \$145,000 in each of the next three fiscal years. STRATEGIC PLAN GOAL: Providing pavement markings on Plano's streets relates to the City's Goal of Safe Large City.					
SUMMARY OF ITEM					
Staff recommends the purchase of thermoplastic pavement markings and installation pursuant to unit prices through an existing annual contract with three (3) City optional renewals, in the estimated annual amount of \$145,000, from A & M Maintenance Services, Inc. for Public Works. (City of Richardson Contract number 61-11, City of Plano contract number 2013-304-I) The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State law requiring local governments to seek competitive bids for items.					
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies		



Memorandum

DATE: July 5, 2013

TO: Diane Palmer-Boeck, Chief Purchasing Officer

FROM: Robert Moore, Traffic Operations Superintendent

SUBJECT: **Supply and installation of thermoplastic pavement markings
(City of Plano Contract No. 2013-304-I)**

The Public Works staff recommends piggybacking on the City of Richardson contract with A & M Maintenance for the supply and installation of thermoplastic pavement markings (City of Richardson Contract # 06-11). City of Richardson contract runs from October 24, 2012 through October 23, 2013 with three (3) City optional one (1) year renewals through October 23, 2016. The City of Plano contract term will run concurrent with the City of Richardson contract. The estimated annual expenditure for this contract is \$145,000.00.

If this contract is not awarded by City Council, dangerous public safety issues created for drivers and pedestrian traffic traveling throughout the City of Plano due to the lack of road markings including stop bars, turn lane arrows, and pedestrian crosswalks. Public Works does not have the personnel or proper equipment to satisfy this need.

The funding for this bid is coming from the Capital Reserve Fund - Pavement Thermo Markings/Buttons (35-51150).

Please let me know if you have questions regarding our recommendation.

xc: David Falls, Public Works Operations Manager



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:		July 22, 2013		
Department:		Parks & Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Teresa Shelstad (7539)				
CAPTION				
To approve the purchase of fitness equipment for the Carpenter Park, Liberty, Oak Point, and Tom Muehlenbeck Recreation Centers from Fitco Fitness in the amount of \$315,331 through an existing contract/agreement with BuyBoard and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract 413-12)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
		0	504,298	0
		0	-9,844	0
		0	-315,331	0
		0	179,123	0
BALANCE				
FUND(S): RECREATION EQUIPMENT REPLACEMENT FUND (071.904)				
COMMENTS: Funds are included in the FY 2012-13 adopted budget for the replacement purchase of fitness equipment that has reached the end of its useful life. Remaining funds will be used for other equipment purchases.				
STRATEGIC PLAN GOAL: Periodic replacement of fitness equipment at Plano recreation facilities relates to the City's Goals of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Parks & Recreation staff recommends the purchase of fitness equipment for the Carpenter Park, Liberty, Oak Point, and Tom Muehlenbeck Recreation Centers from Fitco Fitness in the amount of \$315,331 through an existing contract/agreement with BuyBoard # 413-12. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				

Memo

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: Susie Hergenrader, Recreation Superintendent

Date: 6/28/13

Re: Recommendation to Purchase Fitness Equipment for Carpenter Park, Liberty, Oak Point, and Tom Muehlenbeck Recreation Centers

The Recreation Department is in need of replacing several pieces of worn out fitness equipment at each of the recreation centers listed above. We have a high volume of usage of the equipment with more than 35,000 memberships sold annually. On any given day, a piece of equipment could conceivably be in use for 13 to 15 hours. Our membership sales and retention rates remain high due in large part to the availability of quality fitness equipment on any given day. If complaints are received, it is typically due to equipment that is in need of repair or replacement. Should we not be able to purchase this equipment, we are fairly confident we would see a significant drop in membership sales and a significant increase in General Fund subsidy.

This fitness equipment is highly technical with many moving parts. These parts can wear out quickly and the older the equipment, the more difficult it is to find replacement parts. In addition, if equipment is not replaced in a timely manner, the cost of servicing it can become greater over time than replacing it.

In order to ensure the equipment is consistent with other existing pieces, Precor equipment is needed. After shopping all the cooperative contracts, it was found that BuyBoard is the only cooperative that has Precor equipment.

The funds for this purchase are available through the Department's Equipment Replacement Fund, 071-904-8416, which was set up in 2009 for the purpose of replacing fitness equipment on a consistent basis. This fund's revenue comes directly from a portion of each membership sold.

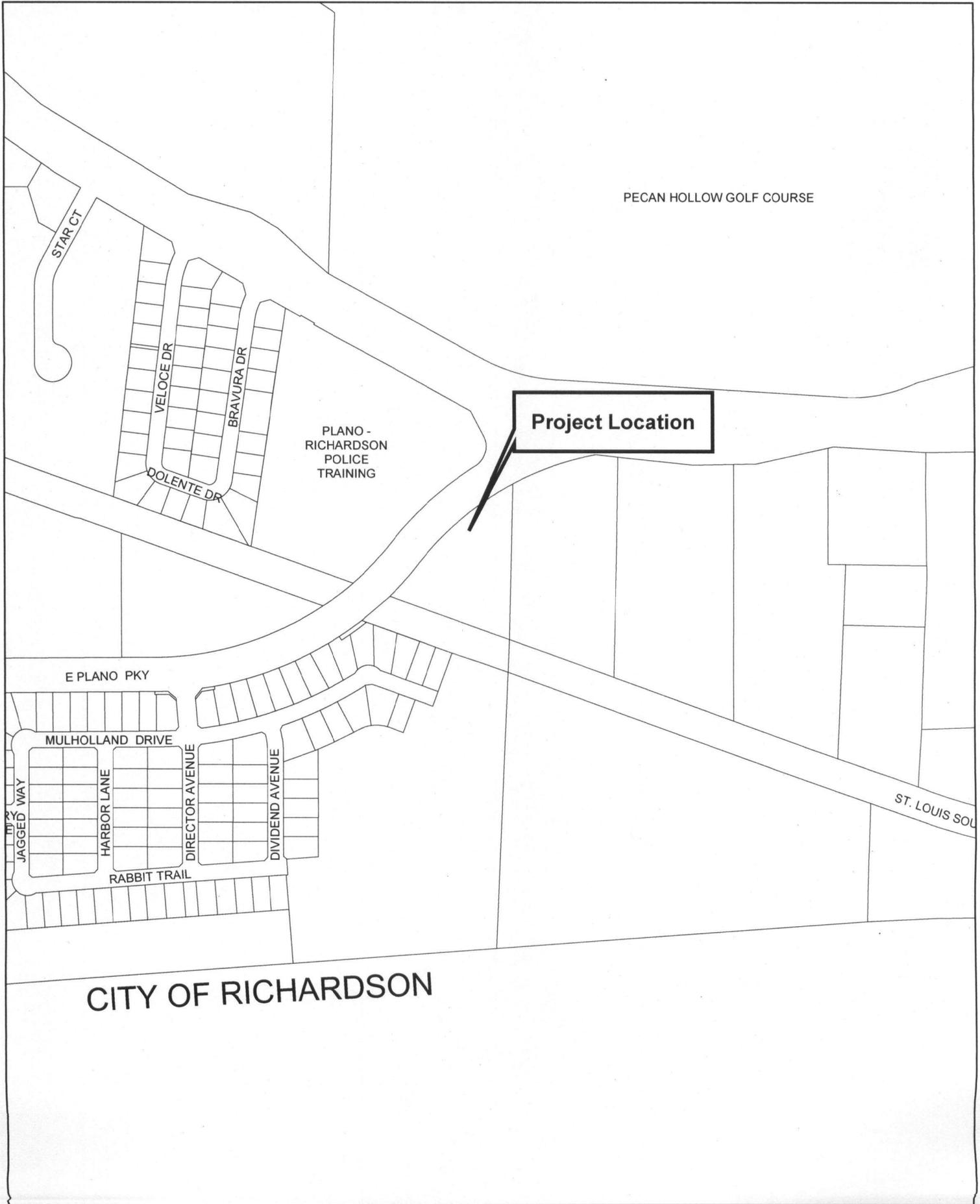
The Recreation Department recommends purchasing the Precor equipment from Fitco Fitness through Fitco BuyBoard contract number 413-12 for a total amount of \$315,331. Please review and advise if we may proceed.



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:		7/22/13		
Department:	Engineering			
Department Head:	Gerald P. Cosgrove			
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		(Project No. 6305.1)
CAPTION				
To approve an Architectural Services Agreement by and between the City of Plano and Brown Reynolds Watford Architects, Inc., in the amount of \$152,500, for Gun Range Modifications - Design; 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: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	9,580	182,000	0	191,580
Encumbered/Expended Amount	-9,580	-28,940	0	-38,520
This Item	0	-152,500	0	-152,500
BALANCE	0	560	0	560
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: Funds are included in the FY 2012-13 Capital Reserve Fund. This item, in the amount of \$152,500, will leave a current year balance of \$560 for the Police Gun Range – Bldg. 86 project.</p> <p>STRATEGIC PLAN GOAL: Design of improvements to enclose the gun range relates to the City's Goals of Safe Large City and Great Neighborhoods – 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>This agreement with Brown Reynolds Watford Architects, Inc., is for design of the Gun Range Modifications. The contract fee is \$152,500 and is for schematic design, design development, construction documents and construction administration.</p> <p>The scope of design will address enclosing the existing gun range and associated environmental considerations.</p> <p>Funding is available from Police & Court Facilities CIP. Staff feels the fee is reasonable for this project, estimated to cost \$1,200,000.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Architectural Services Agreement			N/A	

Police Gun Range



GUN RANGE MODIFICATIONS - DESIGN

PROJECT NO. 6305.1

ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **BROWN REYNOLDS WATFORD ARCHITECTS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **GUN RANGE MODIFICATIONS - DESIGN** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

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

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ARCHITECT 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 ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR

ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. 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.

ARCHITECT 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 ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT 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 ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Public Works Department
P.O. Box 860358
Plano, TX 75086-0358
Attn: James Razinha
Facilities Manager

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

Brown Reynolds Watford Architects, Inc.
3535 Travis Street, Suite 250
Dallas, Texas 75204
Attn: Mark Watford
Vice President/Secretary

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

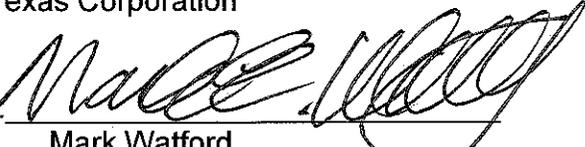
G. Authority to Sign:

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

SIGNED on the date indicated below.

**BROWN REYNOLDS WATFORD
ARCHITECTS, INC.**
A Texas Corporation

DATE: 7/9/13

BY: 
Mark Watford
VICE PRESIDENT/SECRETARY

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

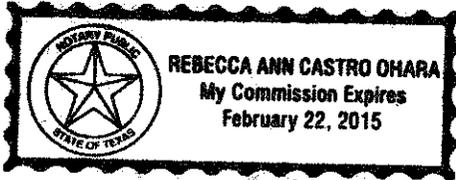
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8th day of July, 2013, by **MARK WATFORD, VICE PRESIDENT/SECRETARY** of **BROWN REYNOLDS WATFORD ARCHITECTS, 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 July, 2013, 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"

PROJECT SCOPE

The project scope is described in BRW Architects' Feasibility Study, dated May 28, 2013 as summarized below:

- New steel roof structure, concrete slab / metal deck and membrane over the existing 50 yard firing range constructed in 2008
- Improvements to the ballistic baffles
- New rooftop HVAC unit, supply / exhaust fans and related ductwork and protection
- New fire water service and fire protection system in 2008 range
- New range electrical service
- New range lighting and target lighting
- Limited site drainage improvements as required to sheet flow for roof water
- No changes will be made to the original 100 yard rifle range or 50 yard handgun range constructed in 1991, except for modifications related to the electrical or fire water service entrances.

PROJECT TEAM

- City of Plano - Owner
- Brown Reynolds Watford Architects, Inc. - Architects / Range Planners
3535 Travis Street, Suite 250
Dallas, Texas 75204
- Jaster Quintanilla Infrastructure – Structural & Civil Engineering
2105 Commerce Street, Suite 300
Dallas, Texas 75201
- Basharkhah Engineering, Inc. - Mechanical / Plumbing / Electrical Engineering
921 N Riverfront Blvd., Suite 100
Dallas, TX 75207
- CCM Construction Services, LLC – Cost Estimating
P.O. Box 120455
Arlington, Texas 76012-0455
12001 N. Central Expressway, Suite 1100
Dallas, Texas 75243

Architect's Authorized Representative – Mark Watford, FAIA, Principal, BRW Architects
Owner's Authorized Representative – Jim Razinha, P.E., Facilities Manager, City of Plano

Owner's Initial Information

The Owner has provided record construction documents, specifications, test reports, and a geotechnical report for the existing facility.

SCOPE OF BASIC SERVICES

Basic Services shall include work by the disciplines listed below:

- Architectural Design
- Civil Engineering, including grading, drainage, fire sprinkler service entrance
- Structural Engineering, including pier and pier cap foundation and roof structure
- Mechanical, Electrical, and Plumbing Engineering, including mechanical, fire sprinkler performance specification, fire alarm, electrical service entrance, power and lighting
- Landscape Architecture (limited), including irrigation performance system specification
- Cost Estimating, with one submittals at the completion of the Design Development phase
- TAS (Texas Accessibility Standards) plan review submittal and response to questions. The plan review fee is a reimbursable expense.

Basic Services include the following phases of work:

- Schematic Design
- Design Development
- Construction Documents
- Bidding Phase
- Construction Administration

City Provided Services and Materials

The City shall furnish services or materials as listed below, or authorize the Architect to furnish them as an Additional Service, when such services are required to complete the project.

- Laboratory construction materials testing / inspections (during construction)
- TAS (Texas Accessibility Standards) site inspection at completion of construction. BRW will have the RAS submit a fee proposal to the Owner for the site inspection.
- IT (voice and data) wiring and equipment selection, as applicable (Architect shall provide empty conduit and electrical power as directed by the City or the City's IT vendor)

- Building security system, as applicable (Architect shall provide empty conduit and electrical power as directed by the City or the City's security vendor)

Additional Services

The below services may be needed to accomplish the work and will be provided as an Additional Service upon approval by the Owner.

- Topographic survey

Exclusions from Services

The need for the below services are not anticipated at this time; however, we could provide them as an Additional Service, if required to accomplish the work or desired by the Owner.

- Geotechnical survey
- Storm water detention plan
- Environmental or hazardous materials issues
- Off-site utility engineering (Basic Services assumes utilities are available in the street adjacent to the site)
- Plat and zoning modifications, including easements, S.U.P.s, P.D.s, street abandonments, etc.
- Landscape and irrigation design (beyond limited scope included)
- Lightning protection design
- LEED certification and building utility bill estimates
- Preparation or assistance with multiple or fast track drawing / bid packages
- Leading the process to select a Construction Manager as Risk (CMr), including preparation of a Request for Qualifications or Proposals and related interviews and meetings
- Construction site observation visits beyond the number listed herein.

SCOPE OF SERVICES BY PHASE

Schematic Design

The Architect will prepare Schematic Design documents to illustrate the scale and relationship of the components based on the previously approved project scope. The Schematic Design documents shall include preliminary drawings and outline specifications, along with preliminary selections of major building systems and materials.

Design Development

The Architect shall provide Design Development documents based on approved Schematic Design documents. The Design Development documents shall illustrate and describe the refinement of the design establishing the scope, relationships, forms, size and appearance of the project by means of drawings, and outline specifications.

At the completion of Design Development, the Architect's team shall prepare a Probable Construction Cost Estimate and update the project schedule. It is recognized that neither the Architect nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining proposal prices or market conditions. Accordingly, the Architect cannot and does not warrant or represent that proposals will not vary from the City's budget or the Architect's cost estimates.

If at any time the Architect's estimate exceeds the City's budget, the Architect shall make appropriate recommendations to the City to adjust the project's size, quality or budget, and the City shall cooperate with the Architect in making such adjustments.

Construction Documents

The Architect shall provide Construction Documents based on approved Design Development documents and Probable Construction Cost Estimate. The Construction Documents shall set forth in detail the requirements of the project through Construction Drawings and Specifications that establish in detail the quality levels of materials and project systems required for construction.

During the development of the Construction Documents, the Architects shall coordinate the City's bidding requirements with the Purchasing Department to prepare a Project Manual that includes (1) procurement information which describes the time, place and conditions of the bid; bid form(s); the

form of agreement between the City and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The construction scope shall be documented in one bid package and contracted by the City to one General Contractor for construction.

Bidding

We understand the City intends to use a competitive bidding method to award the construction contract. During the bid period, the architect shall prepare Compact Discs (CDs) of the bid documents to the bidders. The City will sell the CDs to bidders. The bidders are responsible for printing any desired documents from the CDs.

The Architect shall prepare responses to questions from bidders and provide clarifications and interpretations of the Contract Documents in the form of Addenda.

The Architect shall consider requests for substitutions during the pricing period, as permitted by the Contract Documents, and shall prepare Addenda including approved substitutions.

The Architect shall participate in a pre-bid conference for prospective bidders.

Construction Administration

The Architect shall participate in a pre-construction conference.

The Architect and Architect's consultants have included the below number of Basic Services site observation visits at intervals appropriate to the construction status to become generally familiar with the progress and quality of the work completed. The Architect's representative shall attend monthly progress meetings and review the status of the work and report any discrepancies observed from the Construction Documents.

- | | |
|-----------------------|---------------|
| • Architect | 8 site visits |
| • Civil Engineer | 1 |
| • Structural Engineer | 2 |
| • MEP Engineer | 2 |

The Architect shall not have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction as selected by the Contractor, or for the safety precautions

and programs incident to the work of the Contractor, or for the failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data, samples, and mock-ups for general conformance with information given and the design concept expressed in the Contract Documents.

The Architect shall only respond to reasonable Contractor's Requests for Information and prepare Proposal Requests, Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents.

The Architect's interpretations and decisions shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written documentation.

The Architect shall review and certify the amounts requested by the Contractor on the Application and Certification for Payment. The issuance of a Certification for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality of the work, (2) reviewed construction means, methods, techniques, or sequences, (3) reviewed copies of requisitions received from Subcontractors and material suppliers, or (4) ascertain how or for what purpose the Contractor has used money previously paid on account of the contract sum.

The Architect shall perform final closeout procedures as defined in the Contract Documents, including preparation and verification of Punch Lists for the Contractor's use.

Construction Administration services provided more than thirty (30) days after the date of Substantial Completion originally established in the original construction contract shall be Additional Services. The monthly lump-sum fee for extended Construction Administration (CA) services shall be the CA portion of the architect's fee divided by the number of months originally established in the construction contract.

CITY'S RESPONSIBILITIES

The City shall not increase or decrease the overall budget, or the portion the budget allocated for construction or contingencies, without modifying the agreement of the Architect to a corresponding change in the project scope, quality, and / or professional service fees.

The City shall provide written comments within fourteen (14) calendar days pertaining to documents submitted by the Architect, in order to avoid unreasonable delay in the orderly and sequential progress of the Architects' services. The City shall not modify a decision once given to the Architect without additional compensation to the Architect.

Should the Owner fail to perform necessary responsibilities to advance the project or fail to make payments to the Architect, the Architect shall have the right to terminate this contract upon written notice to the Owner.

The Architect's services are copyrighted and for the sole benefit of the City of Plano. No third party may use or benefit from the Architect's services or products for this project. In the event that the property is sold, the new owner shall have no recourse or benefit from the Architect's services rendered for this project.

ARCHITECT'S RESPONSIBILITIES

The Architect shall be entitled to rely on the accuracy and completeness of documents furnished by the City. The Architect shall provide prompt written notice to the City, if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design to requirements imposed by governmental authorities having jurisdiction over the work.

The Architect shall submit for the City's approval a schedule for the performance of the Architect's services, including allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the work.

EXHIBIT "B"

The Owner and Architect recognize that the following Project Schedule is preliminary and is subject to change.

- Notice to Proceed July 1, 2013
- Schematic Design July 1 - August 1, 2013
- Design Development August 1 - September 1, 2013
- Construction Documents September 1 - November 1, 2013
- Bidding November 1 - December 1, 2013
- Construction Contract Award & Execution December 1, 2013 - January 1, 2014
- Construction Administration January 1 - July 1, 2014

EXHIBIT "C"

For the Architect's Basic Services described in Exhibit A, the Owner shall compensate the Architect for a lump sum fee of \$147,500.00, plus a \$5,000.00 reimbursable expenses allowance for a total contract of \$152,500.00 (one hundred fifty two thousand five hundred dollars).

Reimbursable expenses shall be invoiced at cost and may include, but are not limited to, document reproduction, deliveries and government agency fees (such as TAS plan review).

Invoicing shall occur monthly for the percentage of work completed during the time period, but shall not exceed the below amounts.

Schematic Design	Fifteen percent	15%
Design Development	Fifteen percent	15%
Construction Documents	Forty five percent	45%
Bidding	Five percent	5%
Construction Administration	Twenty percent	20%
		100%

Hourly rates for Additional Services by the Architect and the Architect's consultants are set forth below.

BRW Architects

Principal	\$240.00 per hour
Director	\$200.00 per hour
Project Manager	\$175.00 per hour
Project Architect	\$140.00 per hour
Architect	\$120.00 per hour
Architectural Intern I	\$90.00 per hour
Architectural Intern II	\$75.00 per hour
Admin Staff	\$70.00 per hour

Jaster Quintanilla Infrastructure

Principal/Partner	\$185.00 per hour
Senior Project Manager	\$160.00 per hour
Project Manager	\$140.00 per hour
Senior Project Engineer	\$120.00 per hour
Project Engineer	\$105.00 per hour
Senior Technician	\$90.00 per hour
Technician	\$75.00 per hour
Administrative	\$50.00 per hour

Basharkhah Engineering

Electrical Engineer	\$120.00 per man hour
Electrical Engineer, Jr.	\$95.00 per man hour
Mechanical Engineer	\$120.00 per man hour
Mechanical Engineer, Jr.	\$95.00 per man hour
Draftsperson	\$75.00 per man hour

CCM Construction Services

Senior Estimator	\$115.00 per man hour
Estimator	\$100.00 per man hour

EXHIBIT "D"

ARCHITECTURE

INSURANCE

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

1. General Insurance Requirements:

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

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

- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class 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 Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

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

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

ARCHITECTURE

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Brown Reynolds Watford Architects, Inc., and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Brown Reynolds Watford Architects, 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:

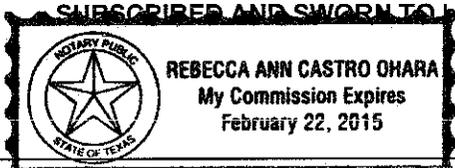
"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision 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."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

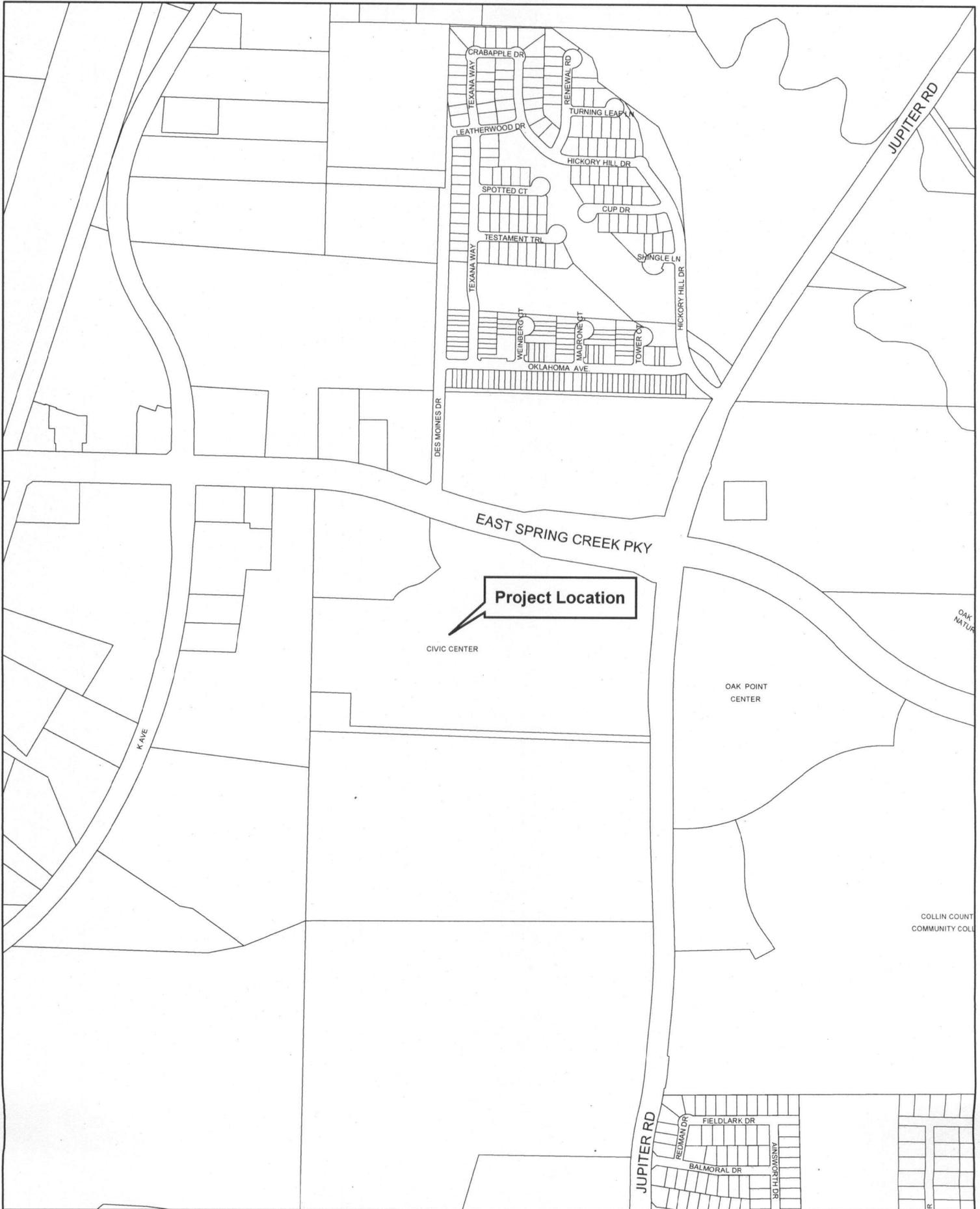
Brown Reynolds Watford Architects, Inc.
Name of Consultant

By: *[Signature]*
Signature
MARK E. WATFORD
Print Name
VICE PRESIDENT / SECRETARY
Title
7/8/13
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this eight day of July, 2013.

[Signature]
Notary Public, State of Texas

Plano Centre



Location Map

7/11/2013

PLANO CENTRE RENOVATIONS
PROJECT NO. 6353
ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **EIKON CONSULTANT GROUP, LLC**, a **TEXAS LIMITED LIABILITY COMPANY**, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

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

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

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

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ARCHITECT 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 ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR

ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. 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.

ARCHITECT 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 ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT 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 ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Engineering Department
P.O. Box 860358
Plano, TX 75086-0358
Attn: James Razinha
Facilities Manager

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

EIKON Consultant Group, LLC
1405 West Chapman
Sanger, Texas 76226
Attn: Brad Isbell, P.E.
Vice President

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

EIKON CONSULTANT GROUP, LLC
A Texas Limited Liability Company

DATE: 7/2/13

BY: Brad Isbell
Brad Isbell, P.E.
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 2nd day of July, 2013, by **BRAD ISBELL, P.E., VICE PRESIDENT** of **EIKON CONSULTANT GROUP, LLC**, a **TEXAS LIMITED LIABILITY COMPANY**, on behalf of said limited liability company.



Mary Anne E. Marick
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013, 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

Existing Facilities Enhancements for The Plano Centre

It is our understanding that this project is for the design of Enhancements to the existing Plano Centre located at 2000 E. Spring Creek Parkway in Plano, Texas. It is our understanding that the project budget is currently set at \$2,000,000 including the Architect's design fees. The project scope is to include provisions based on the "Investigative Report and Recommendations," dated June 2010 by Jim Wilson Architects; however, the Owner and Architect will refine the actual scope during the Design Development phase based on the Owner's priorities and the project budget. Per the report, the following areas are to be addressed:

- 1) Site plan enhancements
 - a) Revise monument signs
 - b) Revise directional and informational signage
- 2) Interior enhancements
 - a) Replace carpet
 - b) Re-design existing stage
 - c) Assist with new furniture selections
 - d) Revise wall finishes
 - e) Revise storefront finish color
 - f) Replace window blinds
 - g) Replace various light fixtures and improve lighting conditions
 - h) Revise ceiling treatments
 - i) Modify electrical and audio/visual capabilities
 - j) Revise signage
 - k) Revise aesthetics in restrooms (countertops, mirrors, partitions, floor and wall tiles, etc.)
- 3) Garden Terrace enhancements
 - a) Provide water feature and additional landscaping material
 - b) Replace light fixtures
 - c) Revise paint colors
 - d) Install additional planters
 - e) Revise paving finishes
- 4) Exterior enhancements
 - a) Replace site accessories (trash cans, etc.)
 - b) Install metal roof at circular clerestory
 - c) Add power doors for TAS compliance
 - d) Add metal roofs at entry canopies and enhance entry sequences

EXHIBIT "B"

Schedule of Work

Existing Facilities Enhancements for The Plano Centre

EIKON Consultant Group, LLC will provide the services described in Exhibit A, Scope of Services, as follows:

1. Execute contract.
2. Produce Design Development documents, including one (1) estimate of the probable cost of construction, for Owner's review and comment prior to bidding. (8 weeks)
3. Owner's review. (2 weeks)
4. Upon Owner's approval to proceed, produce 95% Construction Documents for permitting and bidding. (6 weeks)
5. Owner's review. (2 weeks)
6. Finalize 100% Construction Documents. (1 week)
7. Assist Owner with issuing the documents to Contractors for bidding. (2 weeks)
8. Answer Contractor's questions and develop clarifications during the bidding process. Also assist Owner with contract negotiations as necessary. (4 weeks)
9. Coordinate with the Owner and the Contractor throughout the construction process. (time contingent upon Contractor's schedule)

EXHIBIT "C"

Payment Schedule

Existing Facilities Enhancements for The Plano Centre

EIKON Consultant Group, LLC will provide the services described above for a fixed fee of **One Hundred Eighty Thousand Dollars (\$180,000.00) based on a \$1.8M estimated construction cost**. Ten (10) sets of design and construction documents will be provided to the Owner (at no additional charge) at the completion of the Design Development, 95% Construction Documents, and 100% Construction Documents phases of the project. Postage and handling for these documents will be provided by the Architect. Twenty-eight (28) meetings over the course of the project (including mileage) are also included in the fixed fee noted above. For additional services outside the defined scope, our hourly billing rates are as follows:

Principal Architect's Time	\$175.00/hour
MEP Engineer's Time	\$175.00/hour
Landscape Architect's Time	\$175.00/hour
Civil Engineer's Time	\$175.00/hour
Structural Engineer's Time	\$175.00/hour
Code Consultant's Time	\$150.00/hour
Cost Estimator's Time	\$150.00/hour
Associate Principal's Time	\$140.00/hour
Project Manager's Time	\$100.00/hour
Intern's Time	\$ 85.00/hour
Administrative Time	\$ 65.00/hour

Reimbursable Expenses:

Other than the project expenses provided in the fixed fee as defined above, should additional plotting, printing, postage or delivery fees, long-distance communications, travel, taxes on goods or services, or other reimbursable expenses be required for the project, they will be invoiced at actual cost plus fifteen percent (15%). In-house reimbursable expenses are billed as follows:

8.5 x 11 copies	\$ 0.50 each
8.5 x 11 B/W plots	\$ 1.00 each
8.5 x 11 Color plots	\$ 2.50 each
11 x 17 B/W plots	\$ 2.00 each
11 x 17 Color plots	\$ 5.00 each
24 x 36 B/W plots	\$ 12.50 each
24 x 36 Color plots	\$ 18.75 each
Digital CDs	\$ 25.00 each

EXHIBIT "D"
ARCHITECTURE

INSURANCE

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

1. General Insurance Requirements:

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

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

- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class 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 Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

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

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

ARCHITECTURE

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of EIKON Consultant Group, LLC, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of EIKON Consultant Group, LLC, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

EIKON Consultant Group, LLC
Name of Consultant

By: *Brad Isbell*
Signature

Brad Isbell
Print Name

Vice President
Title

7/2/13
Date



STATE OF TEXAS §
 §
COUNTY OF DENTON §

SUBSCRIBED AND SWORN TO before me this 2nd day of July, 2013.

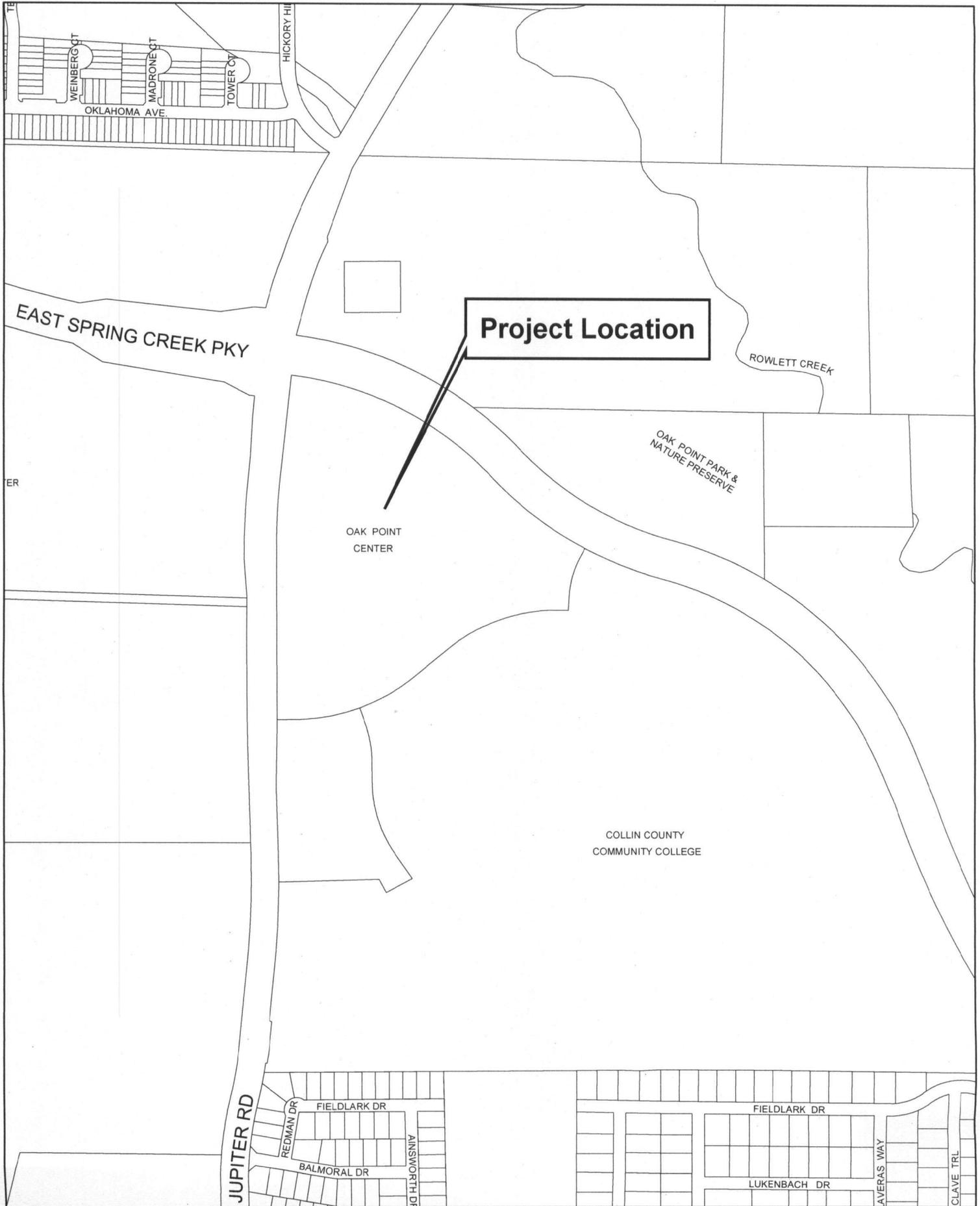
Mary Anne Marick
Notary Public, State of Texas



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:		7/22/13		
Department:		Engineering		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Kathleen Schonke (7198) (Project No. 6352)				
CAPTION				
To approve an Architectural Services Agreement by and between the City of Plano and Brinkley Sargent Architects, in the amount of \$621,640, for Oak Point Recreation Center Expansion and Renovation; 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: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	633,000	6,000,000	6,633,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-621,640	0	-621,640
BALANCE	0	11,360	6,000,000	6,011,360
FUND(S): RECREATION FACILITIES CIP				
<p>COMMENTS: Funds are included in the FY 2012-13 Recreation Facilities CIP. This item, in the amount of \$621,640, will leave a current year balance of \$11,360 for the 09 Oak Point Rec Center Expansion project.</p> <p>STRATEGIC PLAN GOAL: Obtaining architectural services to review the current facility and design desired enhancements relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods – 1st Choice to Live.</p>				
SUMMARY OF ITEM				
This agreement with Brinkley Sargent Architects is for design of the Oak Point Recreation Center Expansion and Renovation. The contract fee is \$621,640 and is detailed as follows:				
Evaluation of Current Conditions	\$	9,300		
Design	\$	596,340		
Deliverables - Drawings, CADD, etc.	\$	16,000		
TOTAL	\$	621,640		
The scope of design will address expansion of the cardio/workout area, deficiencies in the locker rooms, and additional interior and exterior enhancements to the existing facility.				
Funding is available from the Recreation Center CIP. Staff feels the fee is reasonable for this project, estimated to cost \$6,000,000.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Architectural Services Agreement			N/A	

Oak Point Recreation Center



Location Map

7/11/2013

OAK POINT RECREATION CENTER EXPANSION AND RENOVATION

PROJECT NO. 6352

ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **BRINKLEY SARGENT ARCHITECTS**, a **TEXAS** Corporation, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **OAK POINT RECREATION CENTER EXPANSION AND RENOVATION** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

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

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ARCHITECT 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 ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR

ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. 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.

ARCHITECT 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 ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT 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 ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Engineering Department
P.O. Box 860358
Plano, TX 75086-0358
Attn: James Razinha, P.E.
Facilities Manager

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

Brinkley Sargent Architects
5000 Quorum, Suite 600
Dallas, Texas 75254
Attn: Dwayne Brinkley
Chairman of the Board

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

BRINKLEY SARGENT ARCHITECTS
A Texas Corporation

DATE: July 5, 2013

BY: Dwayne Binkley
Dwayne Binkley
CHAIRMAN OF THE BOARD

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5 day of July, 2013,
by **DWAYNE BRINKLEY, CHAIRMAN OF THE BOARD** of **BRINKLEY SARGENT ARCHITECTS**, a **TEXAS** corporation, on behalf of said corporation.



Gay N. Sherbert
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of July, 2013,
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

The scope of Architectural and Engineering services for this project involves two areas of service.

TASK ONE – Determination of Existing Facility

- 1.1 Buildings and Site Audit
 - 1.1.1 Complete an on-site visual observation of the facility and site and prepare a commentary on the existing systems:
 - Structural Condition of Existing
 - Architectural Condition
- 1.2 Conduct on-site audit of MEP systems to determine condition and manufacturer's models etc. This information to be used in development of MEP systems.
- 1.3 Utilize existing CAD document files of A/E components including floor plans, exterior elevations, and interior elevations.
- 1.4 Accessibility audit of the existing building will include an on-site walk through of the facility and note accessibility deficiencies as well as documenting those elements in a written report supported by photographs.
- 1.5 Preparing a topography map of the existing site. This will document improvements located in and adjacent to expansion zone.

TASK TWO -- A/E SERVICES

- 2.1 Develop architectural/engineering documents based upon agreed upon scope of work. For this contract purposes the value of the assumed scope of work is noted below in B, C, and E.
 - A. **Development of Options**

This scope includes development of conceptual options in order to determine what scopes of work will be included in this contract.
 - B. **Expansion**

A \$3,100,000, 2 Level expansion of approximately 10,000 SF to the existing facility. Should this scope be increased by more than 10%, fees for this work shall be equitably adjusted.
 - C. **Renovations**

Exact renovations to be determined by the scope described in A. Estimated value of renovations is \$1,500,000 and includes but not limited to reworking of existing toilet/lockers on pool level, adding elevated seating in natatorium area, addressing air movement issue in gymnastics, treatment of indoor and outdoor pool decks, and numerous miscellaneous scopes. Fee based upon total renovations not exceeding \$1,500,000.
 - D. **Roof Top Mechanical Replacement Solutions**

Specifications for replacement of rooftop mechanical as directed. The replacement would be managed by the City in a separate contract. Services for this scope is selection of replacement equipment only and does not include ducting or control systems.
 - E. **Aquatic Component Replacement**

This scope includes replacement of play elements at outdoor pool and replacement of filtration systems for main indoor pool. Assumed value is \$450,000. Aquatic scope does not include spray pad.

Basic services include all architectural/engineering work from design through construction administration of project. Work shall be phased in order to maintain secure uninterrupted use of facility.

Because of the nature of this renovation work we have sought to address the normal requirements for this project and have sought to exclude scopes of work not normally expected. Items excluded from contract include:

- A. Identifying or removal of hazardous material
- B. Any new utility taps which assumes existing utilities have capacity.
- C. No LEED Certification on building.
- D. No rezoning required.
- E. Excludes structural review of existing structure for defects or remedial work to structure.
- F. IT and Security Systems shall be extensions of existing systems and will not require engineering of new systems.
- G. Landscape Architecture
- H. Construction Administration Service extending past 12 months
- I. Selection and Procurement of Furniture, Fixtures and Equipment
- J. Parking Area Improvements
- K. Spray Pad Design

2.2 Supplemental Scope of Work

2.2.1 COST ESTIMATING SERVICES

Services include preparing an initial conceptual cost estimate and detail cost estimates at design development phase and update at completion of construction documents.

2.2.2 CIVIL ENGINEERING

Provide civil engineering services including site horizontal control, grading plans, storm water pollution prevention plan (SW3P), utility coordination, and construction administration.

2.2.3 STATE REVIEW FOR TAAS ACCESSIBILITY REQUIREMENTS

Review of existing facility for violations and review of documents by state approved firm for conformance. Site visits for substantial completion and final state required inspection are included. All State of Texas required submittal fees are included in this contract.

2.2.4 AS BUILT DRAWING

Documenting changes in contract as well as notes provided by contractor and issuing record as-builts in format required by the city.

Scope of work is based upon a 12 month construction duration. If project construction is extended past this period through no fault of the Architects, Architect shall be paid \$3,800 per month (or portion thereof) for such extension.

EXHIBIT "C"

**OAK POINT RECREATION CENTER EXPANSION AND RENOVATIONS
FEE SUMMARY**

TASK ONE

1.1	Evaluation of current facility by MEP,Strl,Arch	\$ 7,500.00
1.2	Civil Topographic Survey for Expansion Area Location	\$ 1,800.00

Subtotal \$ 9,300.00

TASK TWO

2.1	Basic Architectural Engineering Services/Reimbursables	\$ 581,000.00
2.2	Supplemental Services	
2.2.1	Cost Estimating	\$ 12,200.00
2.2.2	Civil Engineering	\$ 6,500.00
2.2.3	TAAS Accessibility	\$ 3,400.00
2.2.4	Record As- Built Drawings	\$ 6,000.00
2.2.5	Coordination of Supplemental Services	\$ 3,240.00

Subtotal \$ 612,340.00

Included in Base Fee (\$16,000)
Printing / Plotting / Scanning / Deliveries / Communications
Schematic Design (4 sets)
Design Development (4 sets)
Construction Documents Check Set (2 sets)
Bidding/Negotiations Documents (Reimbursed by Contractors)
Construction Administration (1 as-built set of documents)
Project Related Travel

Total Fees and reimbursables \$ 621,640.00

EXHIBIT "D"

ARCHITECTURE

INSURANCE

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

1. General Insurance Requirements:

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

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

- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class 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 Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

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

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

ARCHITECTURE

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Brinkley Sargent Architects and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Brinkley Sargent Architects 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."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Brinkley Sargent Architects

Name of Consultant

By: *Dwayne M Brinkley*
Signature

DWAYNE M BRINKLEY
Print Name

CHAIRMAN
Title

July 5, 2013
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 5 day of July, 2013.



Gay N Sherbert
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:		7/22/13		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Approval of a Landscape Architecture Services Agreement by and between the City of Plano and Half Associates, Inc. in the amount of \$76,500 for design services for Three Cities Trail - Rowlett Creek SH 121 to Custer 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:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		27,937	2,222,063	600,000
Encumbered/Expended Amount		-27,937	-602,046	0
This Item		0	-76,500	0
BALANCE		0	1,543,517	600,000
FUND(S): PARK IMPROVEMENT CIP				
COMMENTS: Funds are included in the FY 2012-13 Park Improvement CIP. This item, in the amount of \$76,500, will leave a current year balance of \$1,543,517 for the 09 Trail Connections project.				
STRATEGIC PLAN GOAL: Utilizing landscape architecture services to plan for trail improvements relates to the City's goals of Great Neighborhoods -1st Choice to Live.				
SUMMARY OF ITEM				
<p>This Landscape Architectural Services Agreement is for trail improvements along the Three Cities Trail Connection. The project includes new 12 foot wide recreational trail connecting from the Sam Rayburn Tollway at Frisco through Plano to the City of Allen at Custer Road along the Rowlett Creek corridor. The trail will go under Custer Road and under the SH 121/Sam Rayburn Tollway.</p> <p>The estimated construction budget for this project is \$600,000. The total design fee is \$76,500. The basic services portion is \$52,400 or 8.73% of the proposed construction budget. The special services portion of the total fee is \$24,100 and is for hydraulic modeling and analysis and a geotechnical engineering report.</p> <p>Half Associates, Inc. is on the 2013-14 list of selected consultants and they are the consultant for the City of Frisco's portion of the trail which facilitates the connection.</p> <p>An application has been made to the Collin County Project Funding Assistance Program seeking \$300,000 for half the construction cost of this project.</p>				

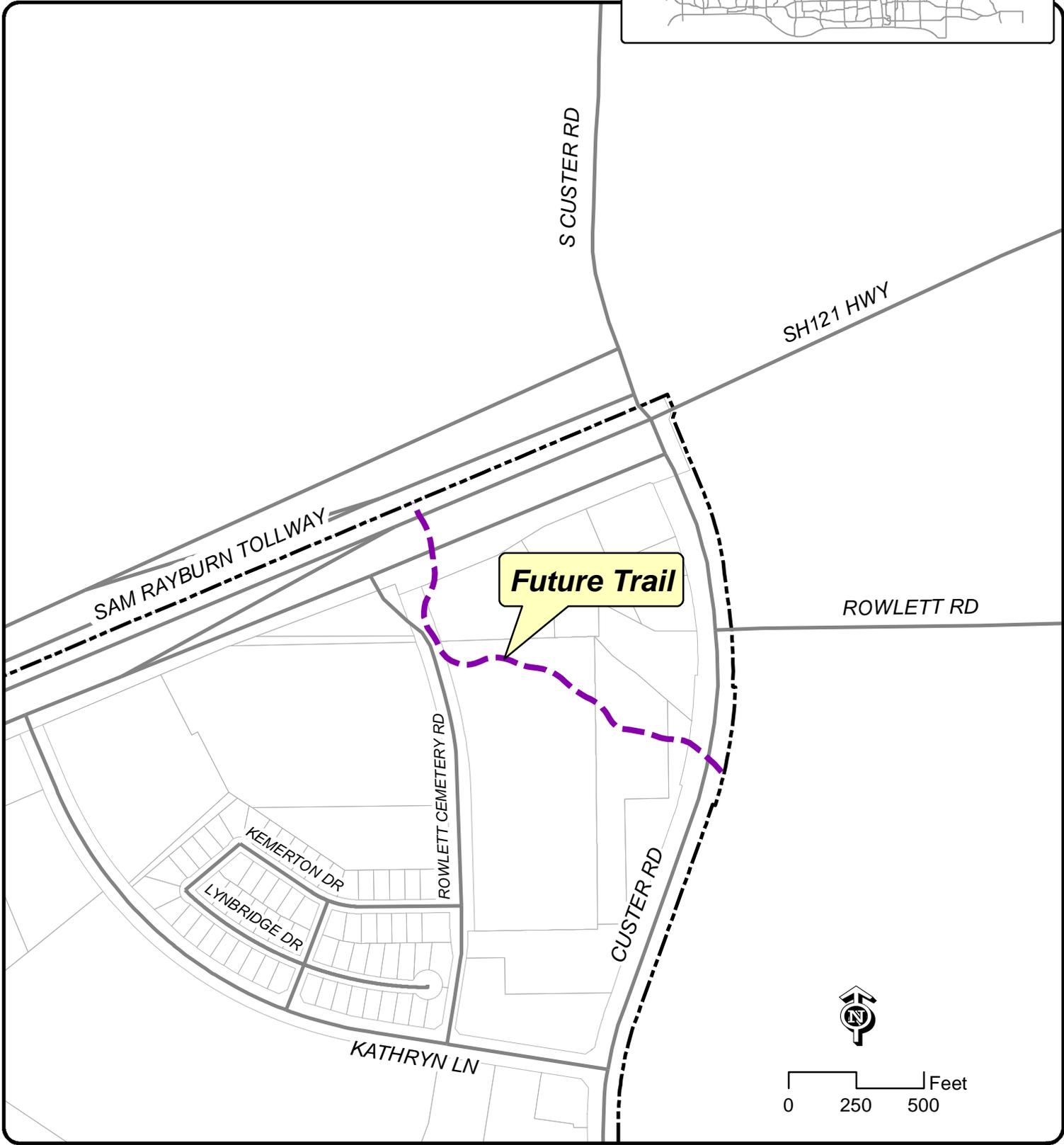
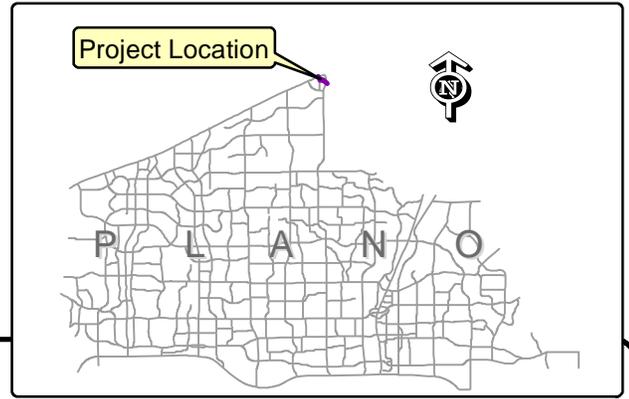


CITY OF PLANO COUNCIL AGENDA ITEM

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Landscape Architecture Services Agreement	

Location Map

Three Cities Trail-
(Frisco) Sam Rayburn Tollway
to (Allen) Custer Road



THREE CITIES TRAIL ROWLETT CREEK SH 121 TO CUSTER

PROJECT NO. 6312

LANDSCAPE ARCHITECT 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 **HALFF ASSOCIATES, INC.**, a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **THREE CITIES TRAIL ROWLETT CREEK TO SH 121 TO CUSTER** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

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

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ARCHITECT 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 ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR

ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. 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.

ARCHITECT 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 ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT 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 ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Parks Department
P.O. Box 860358
Plano, TX 75086-0358
Attn: Renee Jordan

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

Halff Associates, Inc.
1201 North Bowser Road
Richardson, TX 75081-2275
Attn: Lenny Hughes

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

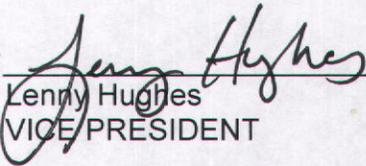
G. Authority to Sign:

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

SIGNED on the date indicated below.

HALFF ASSOCIATES, INC.
A Texas Corporation

DATE: 7/2/13

BY: 
Lenny Hughes
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 2nd day of July, 2013, by **LENNY HUGHES, VICE PRESIDENT**, of **HALFF ASSOCIATES, INC.**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Tanzy Wilson Ibanez
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013, 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



**Attachment 'A'
Proposed Scope of Work
Three Cities Trail**

Purpose

The purpose of this project is to prepare plans and specifications for the Three Cities Trail along the West side of West Rowlett Creek in the City of Plano, TX, between the city limits of the City of Frisco and the City of Allen under the SH121 overpass and the proposed development south of Custer Rd.

Project Assumptions

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation.

1. The project planning area will encompass approximately 0.5 miles of trail located along the west side of West Rowlett Creek in the City of Plano, TX, between the city limits under the SH121 overpass and the proposed development south of Custer Rd and approximately 300 L.F. of sidewalk enhancements from the Three Cities Trail connector to SH121.
2. The Client will supply existing and proposed data related to the project sites, to the planning and design team, as available, for use during the design and construction documentation process. Existing data to be provided to the design team consists of:
 - a. Existing Utility Information – The Client will provide as-built plans for all existing utilities located within the limits of the project site and along SH121. Plans shall show all utilities including but not limited to water, sanitary sewer, storm drain facilities, or any utilities related to the associated with the project.
 - b. Environmental Investigations – The Client will provide the design team with any available data and information from existing environmental reports for the project site.

Scope of Services – Basic Services

WO 01 – Three Cities Trail Planning and Construction Documentation

1. **Data Collection and Base Map Preparation**
 - a. Attend one (01) coordination/project kick-off meeting with the City of Plano, TxDOT, NTTA and other entities to establish the project's goals and objectives, identify parameter for the upcoming planning efforts.
 - b. Establish parameters and procedures to be used when assembling previous studies and existing data for use during the planning and design efforts, including the number of copies to be delivered by participants and timeframes for data availability and assembly.



- c. Establish data management protocols and procedures to ensure data collection is consistent and accurate from different consultants and team members.
- d. Compile the digital information provided by the Client during the data gathering exercises into a base map for use during the planning and design activities. This base map will illustrate information such as locations of existing streets; existing wet and dry utilities; and existing topography.
- e. Initiate and coordinate one (01) site investigation study related to the topography of the site; soils composition and analysis; utilities; vegetation areas; and comprehensive plan impacts. The impacts and opportunities that result from these studies will be documented for use in the final development plan preparation process.

2. Preliminary Design

- a. Preliminary Design Refinement – Based upon the site inventory, site analysis, preliminary schematic design and the project kick-off meeting, Halff will prepare one (01) refined preliminary design showing plan layouts, and detailed drawings that help communicate the design intent and vision of the project.

3. Construction Document Preparation

- a. Based on the approved concept, Halff shall prepare, for approval by the City and TxDOT, a complete set of construction documents, specifications and cost estimate as defined below. Halff shall prepare and print two (02) draft sets of drawings for review and comment, and shall be submitted at 30%, 60%, 95% and 100% submittal stages as defined in the attached project schedule. Halff will provide the following drawings:

i. Demolition Plan

Halff Associates will prepare the demolition plan, which will provide notes and details required for the demolition, removal and disposal of site features, trash, debris, tree protection and preservation. The demolition plan and specifications will be coordinated with the City of Plano for proper disposal and/or preservation.

ii. Site Grading Plan

The Grading Plan includes the notes, details and profiles required to allow grading of the trail facility renovation and improvements. This plan will show existing and proposed ground contour lines, and spot elevations needed to grade the site for drainage.

iii. Trail Dimension Control Plan

Halff Associates will design and provide details for the proposed trail. Fee includes plans and specifications for the trail, sub-grade preparation, jointing requirements, and construction notes. Geometric dimension control will be provided. Dimension control will include coordinate geometry and typical

dimensions of the trail. A geotechnical report with paving recommendations will be required, as described in the Special Services section of this proposal.

iv. Structural Design

Halff will provide structural engineering design for retaining walls as approved during the Preliminary Design phase. Drawings will include layout plans, section and details with dimensional control information necessary to construct the safety wall/barrier.

v. Storm Water Pollution Prevention

Prepare one erosion control plan in conjunction with the grading plans. This task is for the preparation of design drawings and associated details only. The Storm Water Pollution Prevention Plan (SWP3), including but not limited to, the Notice of Intent (NOI), project description, inspection forms, Notice of Termination (NOT), etc. are not included in this item and will be provided by the contractor. The Contractor and Owner will be responsible for execution and implementation of NOI, NOT, and SWP3.

4. Reimbursable Expenses

- a. Reimbursable Expenses shall include, but are not necessarily limited to expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards and similar incidentals.

5. Special Services

a. H&H Services

- i. Attend one (01) site visit related to the topography of the site; hydraulic analysis; utilities; vegetation areas; and plan impacts.
- ii. Obtain latest FEMA models for West Rowlett Creek and any previous drainage studies available from the City of Plano. Obtain latest LiDAR topography, City of Plano topography, aerial photography, SH 121 bridge plans and Custer Road bridge plans for the area.
- iii. Field survey channel cross-sections. Assume 8 channel cross-sections.
- iv. Update current effective FEMA hydraulic model with updated cross-sections in the vicinity of the trail project from field survey and LiDAR data to develop revised existing conditions model.
- v. Develop proposed conditions hydraulic model based on proposed trail grading, trail features, and pedestrian bridge crossing.



- vi. Analyze impacts of proposed trail improvements to 1% ACE floodplain and floodway.
- vii. Iterate with civil, structural, and landscape architects to minimize hydraulic impacts of proposed features.
- viii. Prepare draft hydraulics report and submit to City of Plano floodplain administrator, NTTA, and TxDOT (2 hard copies each).
- ix. Meet with City of Plano Floodplain Administrator to discuss draft hydraulics report.
- x. Address City of Plano, NTTA, and TxDOT comments and prepare final hydraulics report (3 hard copies and electronic submittal).

b. Geotechnical Services

- i. Drillers and technicians will evaluate subsurface conditions with three (03) sample borings according the following field program.
 - Trails and Overlooks – One (01) boring drilled to 20 feet.
 - Walls – Two (02) boring drilled to a depth of 20 feet.
- ii. An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide three copies of the report. The report will address:
 - General soil and ground-water conditions
 - Recommendations for foundation type, depth and allowable loading
 - Minimum penetration of piers to resist uplift (if required)
 - Foundation construction requirements
 - Recommended lateral pressures for the design of below-grade walls and retaining structures
 - Earthwork recommendations
 - Guidelines for pavement design

c. Accessibility Review

- i. Halff will submit drawings and specifications to the Texas Department of Licensing and Regulation for review of accessibility. We will incorporate any comments received and make adjustments to the plans as needed. This cost will be included as part of the base fee schedule.

Site Inspection fees payable to TDL&R will be paid and delivered with transmittal of the plans to TDL&R. Printing of plans and specifications and shipping will be reimbursable expenses as defined herein.

6. Construction Phase Services



Based on approved Construction Drawings, The City shall provide the necessary sets of plans and project manuals for use in bidding. Halff will furnish the City one (1) set of original construction plans and one original copy of the project manual. Based upon this Halff will provide bid phase services to include the following:

- a. Bidding
 - i. Attend pre-bid meeting and answer any questions that may arise from the meeting. Prepare minutes for distribution to all attendees.
 - ii. Prepare Bid Addenda as required. Two (02) total Addenda provided by Halff.

City shall advertise bid document, review contractor bids, review contractor insurance requirements and confirm contractor recommendation.

- b. Construction Administration
 - i. Attend a pre-construction meeting
 - ii. Attend one (01) site meetings as required during construction.
 - iii. Review two (02) shop drawing/submittals.
 - iv. Review two (02) Contractor submittals.

Construction Phased Services excludes TxDOT Federal Administration duties such review and confirmation of Construction Contractor verification of payment to subs, staff and equipment rentals and purchases; standard City inspection of utilities, SW3P plans, and permitting.

Additional Services

Additional Services not included in the Proposed Scope of Work will be negotiated with the Client as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

1. Client generated changes to the design once Construction Document Preparation is in progress. Time will be billed at an hourly rate, per a proposal approved by the Client, until the work is at the same level of completion as it was prior to the change.
2. Design of areas outside the limits of the project site.
3. Additions to the project scope or budget that causes additional work.
4. Additional meetings or workshops not identified in the project scope.
5. Additional work not specifically included in the above Proposed Scope of Work.
6. Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans.
7. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
8. Design of gas, telephone or other utility improvements.
9. Printing of drawings, specification and contract documents except as noted herein.
10. Full-time construction inspection.
11. Graphic products except as noted herein.



12. Design of utilities or other improvements outside of the project boundary.
13. Quality control and material testing services during construction except for submittal reviews.
14. Traffic Engineering reports or studies.
15. Construction staking.
16. Design of major existing utility relocations or modifications.
17. Negotiations/agreements with adjacent property Owners.
18. Plat or Final plat preparation.
19. Contractor pay requests or submittals not required by the construction documents.
20. Payment of permits or filing fees required by regulatory agencies or departments obtained for the City.
21. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
22. Construction Administration services beyond what is included in the Proposed Scope of Work.
23. Preliminary or Final Punch List preparation.
24. Preparation and printing of As-Built Drawings.

Hourly rates are as follows:

Principal in Charge	\$195
Project Manager	\$150
Senior Landscape Architect	\$110
Landscape Designer	\$95
CADD Technician	\$70
Licensed Irrigator	\$110
Administration/Clerical	\$50
Professional Engineer	\$155
Engineer in Training	\$105



Attachment 'B'
Completion Schedule
Three Cities Trail

SCHEDULE

The purpose of this project is to prepare plans and specifications for the Three Cities Trail along the West side of West Rowlett Creek in the City of Plano, TX, between the city limits of the City of Frisco and the City of Allen under the SH121 overpass and the proposed development south of Custer Road.

Percentage of Completion	Date of Submittal	Duration
Data Collection and Base Map Preparation	August 1 st	2 days
Concept Development	August 5 th	2.5 weeks
Construction Document Preparation	July 22 nd	17 weeks
Bidding	December 23 rd	TBD



**Attachment 'C'
Basis of Compensation
Three Cities Trail**

Basic Services as described in Attachment 'A' will be provided for a total lump sum fee of **\$76,500.00**. The overall fee total shown will not be exceeded without prior written authorization for the Client.

Payment for total services as described in Attachment 'A' will be invoiced to the Client on a monthly basis, based upon a percentage of completed tasks. Below is a cost breakdown of the Basic Services:

WO 01 – Three Cities Trail Planning and Construction Documentation

Scope	Fees
1. Data Collection and Concept Development	\$1,400.00
2. Construction Documentation Preparation	\$42,000.00
3. Reimbursable Expenses	\$2,000.00
4. Special Services (See Breakdown Below)	\$26,100.00
a. H&H Services	(\$21,000.00)
b. Geotechnical Services	(\$3,100.00)
c. Accessibility Review	(\$2,000.00)
5. Construction Phase Services	\$5,000.00
Total	\$76,500.00

EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

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

1. General Insurance Requirements:

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

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

insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class 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 Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Half Associates, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Half Associates, 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."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Half Associates, Inc.
Name of Consultant

By: *Leahy Huahes*
Signature
LEAHY HUAHES
Print Name
VICE PRESIDENT
Title
7/2/13
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 2nd day of July, 2013.



Tanzy Wilson Ibanez
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:		7/22/2013			
Department:		Municipal Court Judge's Office			
Department Head		Don Stevenson			
Agenda Coordinator (include phone #): Nicole Griffin ext 7204					
CAPTION					
To approve the assignment of an existing agreement with Allegiance Security Group, LLC to a new provider, Universal Protection Service, LP, for Security Personnel Services authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): N/A					
<p>COMMENTS: This item has no fiscal impact. The security contract at Municipal Court, currently Allegiance Security Group, LLC, has been acquired by Universal Protection Service, LP. This item assigns the current contract to Universal Protection Service, LP.</p> <p>STRATEGIC PLAN GOAL: Providing security services at the Municipal Court relates to the City's goal of Safe Large City.</p>					
SUMMARY OF ITEM					
<p>On November 8, 2010, City Council approved the award of Bid No. 2010-211-C Security Personnel Services to Allegiance Security Group, LLC. Effective April 2, 2013, Universal Protection Service, LP acquired the City of Plano's account from Allegiance Security Group, LLC assuming all contractual obligations. Staff recommends the approval of the assignment of the existing agreement with Allegiance Security Group, LLC, to a new provider, Universal Protection Service, LP.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Assignment Agreement					

**AGREEMENT TO ASSIGN CONTRACT WITH
ALLEGIANCE SECURITY GROUP, LLC, TO
UNIVERSAL PROTECTION SERVICE, LP**

THIS ASSIGNMENT AGREEMENT (hereinafter "Assignment") is made and entered into by **ALLEGIANCE SECURITY GROUP, LLC**, a Delaware limited liability company, **UNIVERSAL PROTECTION SERVICE, LP**, a California limited partnership, and the **CITY OF PLANO, TEXAS** a home-rule municipal corporation, acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, Allegiance Security Group, LLC ("Allegiance") entered into a Contract with the City of Plano, Texas ("City") dated November 22, 2010, a copy of which is attached hereto as Exhibit "A" ("Contract"); and

WHEREAS, Allegiance was recently acquired by Universal Protection Service, LP ("Universal") and wishes to assign its existing Contract with the City to Universal; and

WHEREAS, Universal has reviewed the Contract and agrees to perform pursuant to the terms and conditions of the same; and

NOW, THEREFORE, the parties agree as follows:

**I.
ASSIGNMENT OF CONTRACT**

Allegiance agrees to assign the Contract to Universal Protection Service, LP, who accepts the Assignment and agrees to be bound by all the terms and conditions of the original Contract and the City of Plano, Texas, agrees to this Assignment.

**II.
NO DEFAULT BY CITY**

Allegiance represents and agrees that there are no defaults by the City of Plano and that there are no monies owed to it under this Assignment and Contract.

III. NOTICES

All notices to the City, Allegiance and Universal shall be sent at the addresses set forth below:

If to the City:
City of Plano, Texas
Municipal Court Judge
Attn: Don Stevenson
P.O. Box 860358
Plano, Texas 75086-0358

If to Allegiance:
Allegiance Security Group, LLC
Attn: Steve Levine, President
2900 Arendell Street, Suite 18
Morehead City, NC 28557

If to Universal:
Universal Protection Service, LP
Attn: Steve Claton, President
1551 N. Tustin Ave., Suite 650
Santa Ana, California 92705

IV. INSURANCE AND CERTIFICATES OF INSURANCE

Universal shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "B"** attached hereto and incorporated herein by reference. Universal's Certificate of Insurance and applicable Endorsement shall be made part of **Exhibit "B"**.

V. AFFIDAVIT OF NO PROHIBITED INTEREST

Universal acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Universal has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "C"**.

**VI.
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 Assignment on behalf of the parties hereto.

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

ALLEGIANCE SECURITY GROUP, LLC

Date: _____

By: _____

Name: Steve Levine
Title: President

**UNIVERSAL PROTECTION SERVICE, LP, a
California limited partnership**

**BY: UNIVERSAL PROTECTION SERVICE, GP,
INC., a California corporation, its General
Partner**

Date: _____

By: _____

Name: Steve Claton
Title: PRESIDENT

CITY OF PLANO, TEXAS

Date: _____

By: _____

Diane Palmer-Boeck
PURCHASING MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
ALLEGIANCE SECURITY GROUP, LLC
FOR SECURITY PERSONNEL SERVICES
BID NO. 2010-211-C**

THIS CONTRACT is made and entered into by and between **ALLEGIANCE SECURITY GROUP, LLC**, a Delaware limited liability company, whose address is 2561 Thomason Circle, Arlington, Texas, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon execution of this Contract by the Plano City Manager or his duly authorized designee.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials and equipment necessary for Security Personnel Services for the Municipal Court Security Station at the Raymond Robinson Justice Center, 900 E. 15th Street, Plano, Texas. These services shall be provided in accordance with the Specifications for Security Personnel Services, a copy of which is attached hereto and incorporated herein as **Exhibit "A,"** and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B."** The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) The Specifications for Security Personnel Services (**Exhibit "A"**);
- (b) The Contractor's Bid (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**)

These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Contract Documents in the order in which they are listed above. These documents shall be referred to collectively as the "Contract Documents."

**II.
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the City shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice

to Contractor of City's election to extend the term hereof, such notice to be given not less than thirty (30) days prior to the expiration of the initial term.

**III.
WARRANTY**

Contractor warrants and covenants to City that all services delivered to City by Contractor, Contractor's subcontractors, and agents under the Agreement shall be performed in a skillful and competent manner consistent with applicable technical and professional standards for this service and shall comply with the specifications for said services set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as **Exhibit "A."**

**IV.
PAYMENT**

Contractor shall invoice City for services in accordance with Contractor's bid attached hereto and incorporated herein as **Exhibit "B."** Contractor further agrees that the hourly service fees stated in **Exhibit "B"** shall not be increased during the initial term of this Contract or any renewals thereof. Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services performed.

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

**V.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

While performing services for the City of Plano, Contractor shall at all times exercise reasonable precautions for the safety of employees and others and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**VI.
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be

encountered in the prosecution of the work, shall be sustained and borne by the Contractor at Contractor's own cost and expense.

**VII.
INDEMNIFICATION**

THE CONTRACTOR 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 CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. 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.

CONTRACTOR 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR 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 CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any

manner affect Contractor or the work, and shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XI.
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor 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 Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor or Contractor's agents or employees.

Contractor represents that it has or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and/or workers' compensation benefits. The City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

XII.
INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

XIII.
AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "D."**

XIV.
SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract 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 Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

XV.
TERMINATION

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

XVI.
ENTIRE AGREEMENT

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

XVII.
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.

**XVIII.
CONTRACT INTERPRETATION**

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

**XIX.
SUCCESSORS AND ASSIGNS**

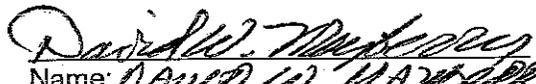
This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XX.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

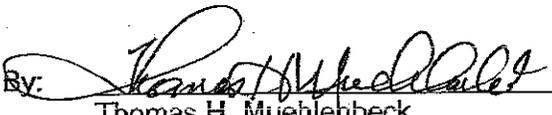
IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

ALLEGIANCE SECURITY GROUP, LLC

By: 
Name: DAVID W. MACKAY
Title: BRANCH MANAGER

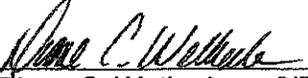
Date: 11-16-2010

CITY OF PLANO, TEXAS

By: 
Thomas H. Muehlebeck
CITY MANAGER

Date: 11/22/10

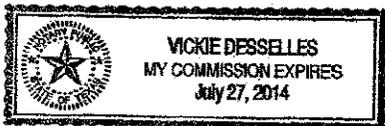
APPROVED AS TO FORM


Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF Tarrant §

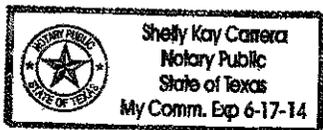
This instrument was acknowledged before me on the 18th day of November, 20 10 by DANIEL W. MAYBERRY (Authorized representative) Branch Manager (Title) of **ALLEGIANCE SECURITY GROUP, LLC**, a Delaware limited liability company, on behalf of said limited liability company.



Vickie Desselles
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 22 day of November, 20 10 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Shelly Kay Camera
Notary Public, State of Texas

ENDORSEMENT # 031

This endorsement, effective 12:01 AM 09/01/2012

Forms part of policy no.: 059332010

Issued to: UNIVERSAL SERVICES OF AMERICA, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

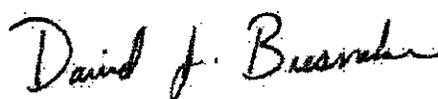
This endorsement modifies insurance provided under the following:

GUARDSECURE® SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY INSURANCE

- A. Section II – Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the “bodily injury”, “property damage” “professional liability” or “wrongful act”.
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:**
- 1. COVERAGE A BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I – COVERAGES) only.**
 - 2. The person or organization is only an additional insured with respect to liability arising out of “your work” or your “professional services”.**
 - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.**
 - 4. This insurance does not apply to “bodily injury”, “property damage” or “professional liability” arising out of:**
 - a. “Your work” or your “professional services” unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy; or**
 - b. The sole negligence of the additional insured for its own acts or omissions or those of its employees or anyone else acting on its behalf.**
 - 5. This insurance shall be primary and non-contributory with any other insurance issued to the additional insured.**

C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" or "wrongful act" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.



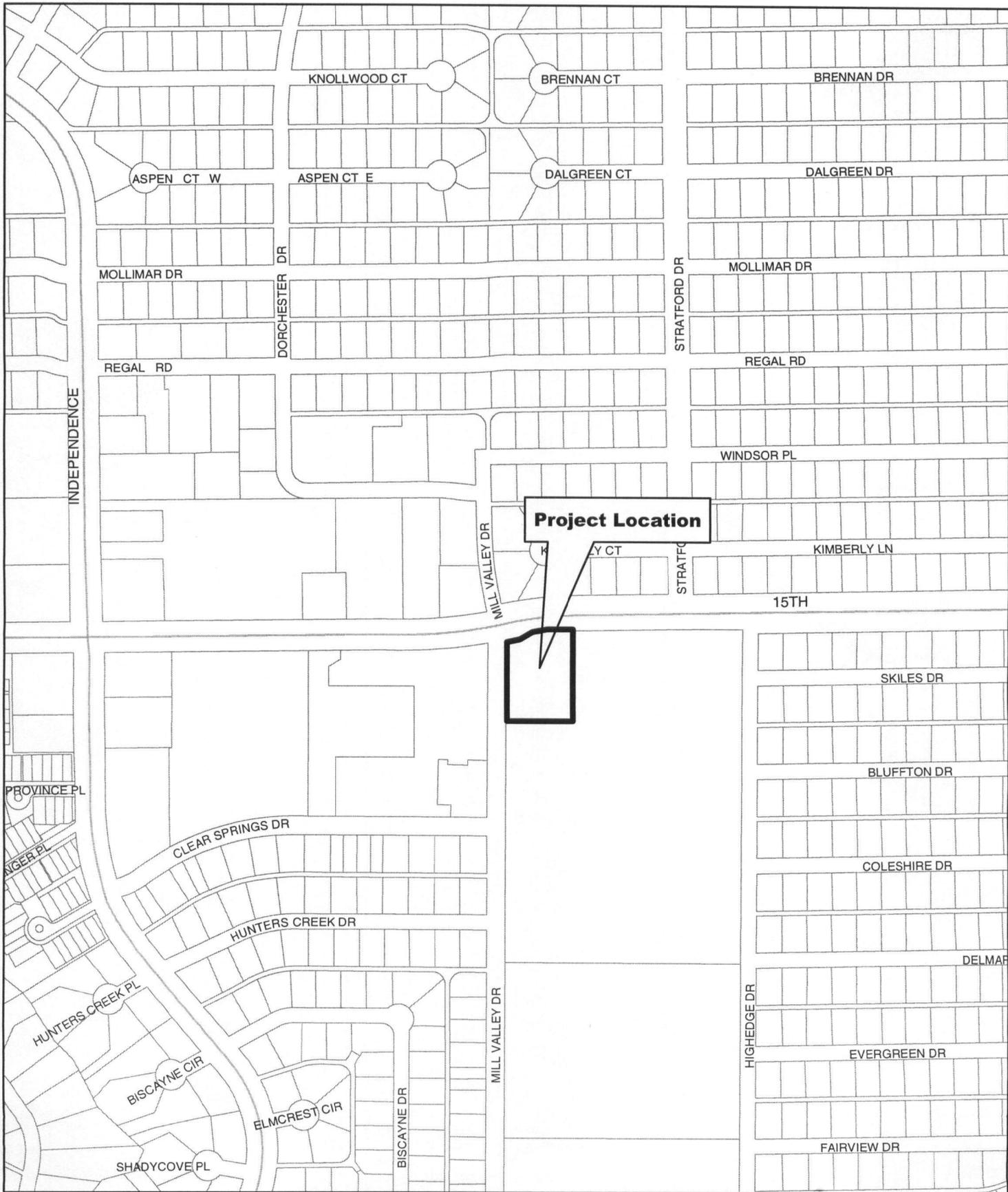
Authorized Representative OR
Countersignature (In states where applicable)



CITY OF PLANO COUNCIL AGENDA ITEM

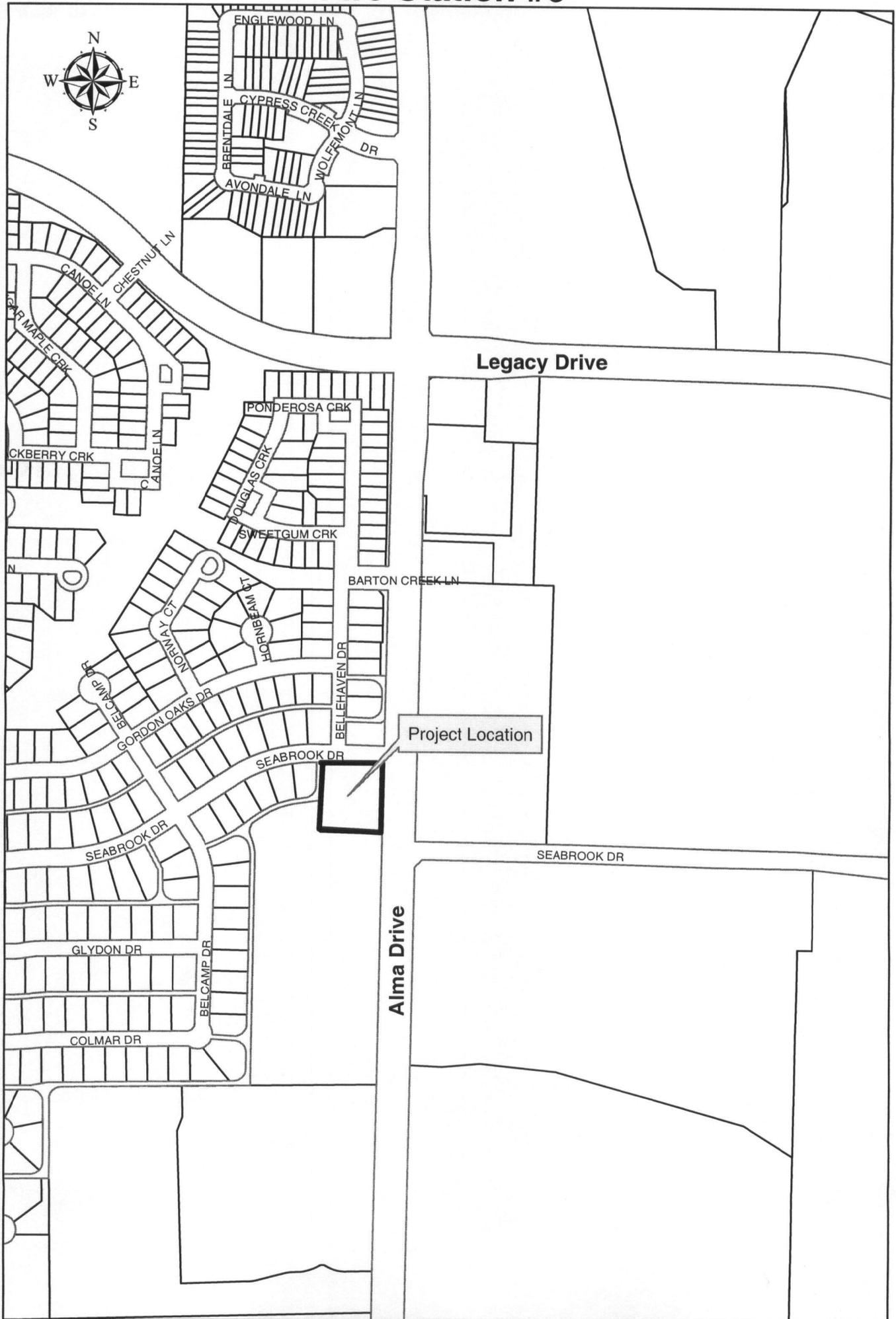
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/22/13		
Department:		Engineering		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		(Project No. 6245)
CAPTION				
To Wiginton Hooker Jeffry, PC, increasing the agreement by \$153,050, for Fire Stations 2, 6 and 7 Renovations, Modification No. 1.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	63,666	2,935,334	0	2,999,000
Encumbered/Expended Amount	-63,666	-345,234	0	-408,900
This Item	0	-153,050	0	-153,050
BALANCE	0	2,437,050	0	2,437,050
FUND(S): FIRE FACILITIES CIP				
COMMENTS: Funds are included in the FY 2012-13 Fire Facilities CIP. This item, in the amount of \$153,050, will leave a current year balance of \$2,437,050 for the Fire Station Reconfiguration project.				
STRATEGIC PLAN GOAL: Proper design of renovations at multiple Plano Fire Stations relates to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This modification, in the amount of \$153,050, is for changes to design of renovations for Fire Stations 2, 6 and 7, following new directions from the new Fire Chief.				
Staff recommends approval of Modification No. 1. The contract total will be \$561,950, for an increase of 37.43% over the original contract price of \$408,900.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Maps; Contract Modification No. 1			N/A	

Fire Station #2



Location Map

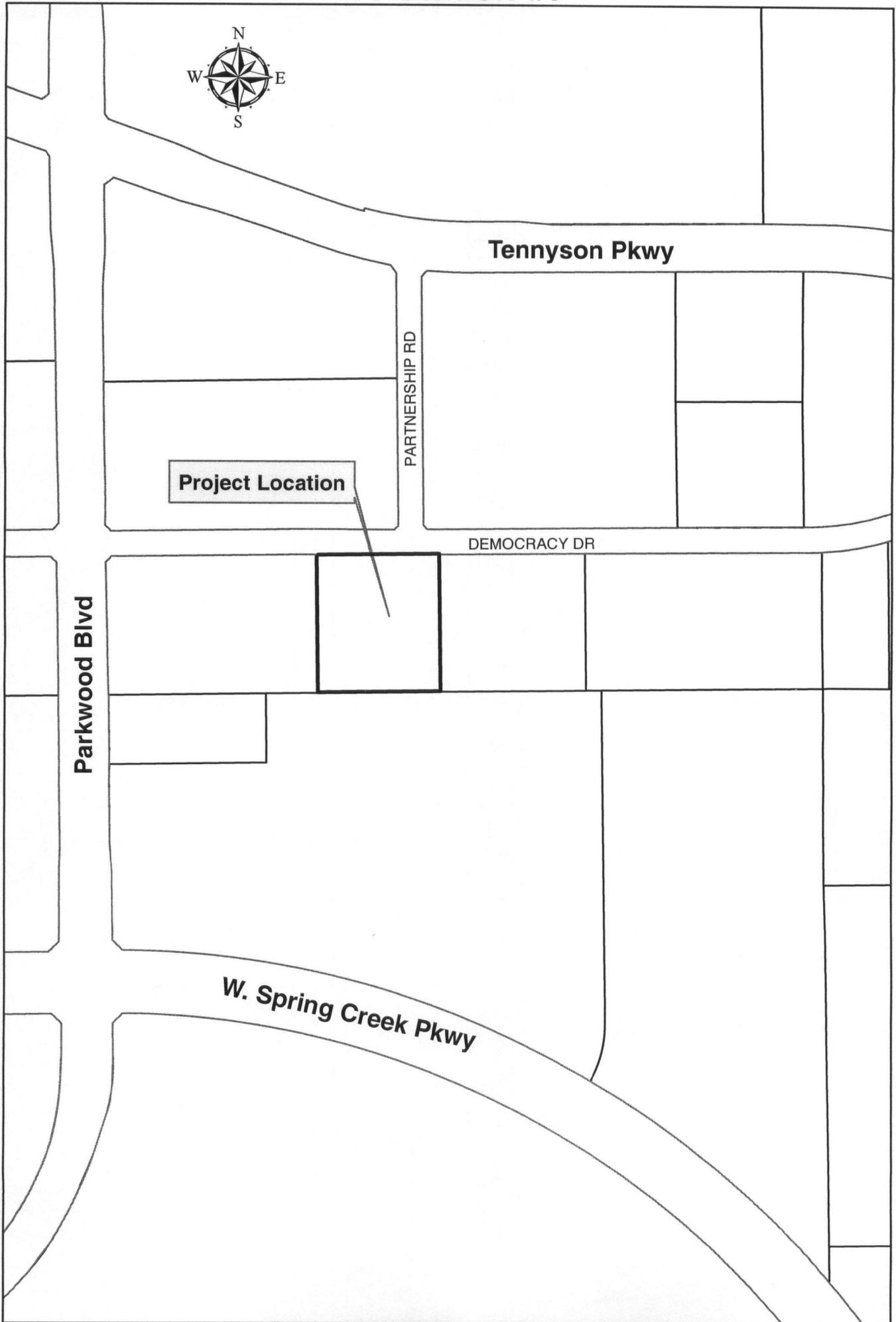
Fire Station #6



Location Map

5/24/2012

Fire Station #7



Location Map

5/24/2012

CONTRACT MODIFICATION

**FIRE STATIONS 2, 6 & 7 RENOVATIONS
PROJECT NO. 6245**

**PURCHASE ORDER NO. 104142
CIP NO. 10105**

This shall serve as a First Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and Wiginton Hooker Jeffry, PC (hereinafter "Consultant"), dated July 2, 2012, for Professional Architectural Services for the referenced project (hereinafter "Project").

Services:

This Modification amends the scope of services as originally set forth in the contract as follows and detailed in "Exhibit A2" and "Exhibit C", revised 6/21/13:

Change designs for all stations per revised directions of new Fire Chief.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$153,050. Such payment shall be made in accordance with the payment terms specified in the Contract.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification 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.

Original Contract Amount	\$	<u>408,900.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>408,900.00</u>
Amount, Modification No. 1	\$	<u>153,050.00</u>
Revised Contract Amount	\$	<u><u>561,950.00</u></u>
Total Percent Increase Including Previous Modifications		<u>37.43%</u>

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.

CITY OF PLANO
OWNER

WIGINTON HOOKER JEFFRY, PC
CONSULTANT

By: _____
(signature)

By: 
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: Anthony M. Jeffry

Print
Title: City Manager

Print
Title: Sr. Vice President

Date: _____

Date: July 9 2013

APPROVED AS TO FORM:

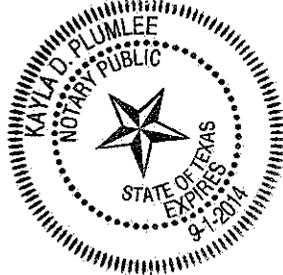
By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 9th day of July, 2013, by **ANTHONY M. JEFFRY, AIA, SR. VICE PRESIDENT of WIGINTON HOOKER JEFFRY, PC, a TEXAS corporation, on behalf of said corporation.**



Kayla D. Plumlee
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of July, 2013, 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

Station No. 2

- Addition to front (north) of building to house a fitness room, two offices, two dorms and one restroom.
- Reconfigure Lobby/Exam/Watch/Mail Room/Day Room/Existing Fitness
- Provide new entry canopy
- Investigate structural foundation problem in Apparatus Bay wall and report findings to Owner. If significant structural work to address issue is required, it shall be an additional service. (Direction was to patch/repair wall construction, no foundation modifications)
- Repaint/recoat exterior
- Replace all windows in living spaces with new storefront with double pane glass
- Add two coiling grilles (may necessitate exterior installation and recessing coil into exterior soffit)
- Re-work ramp to provide an accessible route from the living spaces into the apparatus bay
- Add ceiling fans in the dorm rooms
- Add raceway to hide exposed conduit in dorm rooms
- Add dumpster enclosure
- Remove hose drying rack
- Replace dorm lockers
- Existing Toilet rooms to be renovated and made accessible, omu walls to be replaced with stud construction
- Kitchen to have new cabinets along north wall replacing angled island
- Add additional lockers in between kitchen and dorm corridor
- Rework laundry room and add tall storage cabinets
- Replace landscaping and irrigation system
- Rework site drainage around building
- Replace concrete parking at visitor entrance

Station No. 6

- Provide accessible parking and route to building entrance including ramping and sidewalk to street sidewalk
- Lower transaction counter in lobby
- Provide addition to house new sleeping areas, accessible restroom and office
- Provide addition to house, work room, fitness room, bunker gear and janitor
- Rework existing closed-off apparatus bay to provide a bay for battalion chief's vehicle
- Replace doors on the circulation path with 36" doors
- Replace door hardware
- Provide a accessible route from the living spaces into the apparatus bay next to laundry
- Rework laundry roof in conjunction with ramp
- Replace toilet partitions in the staff restroom
- Replace roof
- Recoat apparatus bay floor with Stonhard Flooring
- Add dumpster enclosure
- Add two coiling grilles
- Remove exterior hose drying rack
- Existing toilet and Kitchen modifications are excluded
- Replace landscaping and irrigation system

Station No. 7 & Police Sub-station

- Clean and seal exterior
- Clean and repaint underside of covered parking soffit
- Provide accessible parking and route to building entrance including ramping if necessary at both Police and Fire entrance
- Rework site drainage
- Repair failed concrete drive areas

Police Sub-station

- Investigate A/C units and replace units if required
- Replace ceiling tile throughout facility
- Replace storefront and door at staff entry
- Add canopy above rear staff entry
- Add new canopy at front entry
- Replace drinking fountain in main corridor with an accessible unit
- Redesign Men's and Women's locker rooms/toilets/showers to be accessible.
- Provide new lockers with power and built-in bench
- Remove lockers from public toilet
- Replace lights in public toilet
- Correct water temperature in public toilet
- Break Room cabinets and countertops should be replaced.
- Rework front lobby area to provide a storage room

Fire Station

- Building excluded from scope

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Station 2			
	Architectural	\$	110,000
	Structural	\$	12,000
	MEP	\$	18,200
	Station 2 Sub-total	\$	140,200
Station 6			
	Architectural	\$	164,000
	Structural	\$	16,000
	MEP	\$	25,400
	Station 6 Sub-total	\$	205,400
Station 7			
	Architectural	\$	100,000
	Structural	\$	5,500
	MEP	\$	11,500
	Station 7 Sub-total	\$	117,000
Basic Services Total		\$	462,600

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

Civil Engineering/Design			
	Station 2	\$	13,000
	Station 6	\$	13,000
	Station 7	\$	13,000
Detailed Cost Estimating			
	Station 2	\$	3,600
	Station 6	\$	3,600
	Station 7	\$	3,600
Topographic Survey			
	Station 2	\$	3,800
	Station 6	\$	3,800
	Station 7	\$	4,000
Landscaping/Irrigation			
	Station 2	\$	16,500
	Station 6	\$	16,500
	Station 7	\$	None
Geotechnical Investigation (Stations 2 & 6)		\$	4,850
Additional Services Total		\$	99,350

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect on a mutually agreeable stipulated sum; or failing this, on an hourly basis at the Architect's normal billing rates for each staff member performing the services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus thirty percent (30%).

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20 %)
Construction Documents Phase	Fifty-five	percent (32.5 %)
Bidding or Negotiation Phase	Five	percent (7.5 %)
Construction Phase	Twenty	percent (40 %)
Total Basic Compensation	One hundred	percent (100 %)

§ 11.6 The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

<u>Employee or Category</u>	<u>Rate</u>
Sr. Principal	\$250
Principal	\$200
Sr. Project Manager	\$150
Project Manager	\$125
Sr. Project Designer	\$150
Project Designer	\$125
Sr. Const. Administrator	\$135
Construction Administrator	\$75
Project Architect/Coordinator	\$110
Intern/CADD Operator 3	\$90
Intern/CADD Operator 2	\$80
Intern/CADD Operator 1	\$70
Specification Writer	\$100
Clerical	\$65

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation;
- .2 Authorized out-of-town travel and subsistence;
- .3 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .4 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .5 Printing, reproductions, plots, standard form documents;
- .6 Postage, handling and delivery;
- .7 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .8 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .9 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .10 All taxes levied on professional services and on reimbursable expenses;

- .11 Site office expenses; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00%) of the expenses incurred. Reimbursable Expenses shall not exceed fifteen thousand dollars (\$15,000.00) without prior approval from the Owner.

Cost associated with the printing of bid documents and specifications and delivery of same will be in addition to the allowance or billed directly to the Owner.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate of 12% per annum, or at the legal rate prevailing from time to time at the principal place of business of the Architect.

§ 11.10.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Fees are based on providing three distinct bid packages (one for each station) and a construction phase whereby three distinct Contractors are doing the work either simultaneously or in sequence. Should the Owner choose to utilize one bid package and one contractor for all construction, the Architect agrees to discount the Basic Services fee in the amount of \$25,000.



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:		07/22/2013			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Linda Thomason x8301					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Harley-Davidson Financial Services, Inc., a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2013-14 through 2023- 24	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	25,668,337	0	25,668,337
Encumbered/Expended Amount		0	-499,448	-13,435,350	-13,934,798
This Item		0	-216,000	0	-216,000
BALANCE		0	24,952,889	-13,435,350	11,517,539
FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
A request from Harley-Davidson Financial Services, Inc., a Delaware corporation, to expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City. Harley-Davidson Financial Services, Inc. agrees to occupy 69,321 square feet of office space and create up to 270 Job Equivalents on the Real Property at 1801 Alma Drive.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Harley-Davidson Financial Services, Inc., a Delaware corporation, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between Harley-Davidson Financial Services, Inc. and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 22nd day of July, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Harley-Davidson Financial Services, Inc., a Delaware corporation (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of providing services for commercial, consumer and dealer financing and insurance related services in the motorcycle industry and plans to add One Million, Seventy-Three Thousand, Eight Hundred Fifty-Six Dollars (\$1,073,856) of Real Property improvements and Two Hundred Thousand Dollars (\$200,000) of Business Personalty property improvements to the existing One Million, Fifty-Two Thousand Dollars (\$1,052,000) of Business Personalty property for a total of One Million, Two Hundred Fifty-Two Thousand Dollars (\$1,252,000) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy 69,321 gross square feet of office space on the Real Property and retain, transfer or create up to 270 Job Equivalents to be located on the Real Property for the term of this Agreement; and

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

WHEREAS, the Council finds that the occupancy of 69,321 gross square feet of office space and the retention, creation or transfer of up to 270 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I Definitions

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

“Company” shall mean Harley-Davidson Financial Services, Inc., a Delaware corporation.

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

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

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

“Real Property” or “Property” shall mean that portion of leased office space at 1801 Alma Drive, Suite 200, Plano, Texas 75075 occupied by the Company.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until January 31, 2024, unless sooner terminated as provided herein.

Article III Obligations of Company

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

(a) On or before March 31, 2014, occupy the office space on the Real Property throughout the term of the Agreement; and

(b) By March 31, 2014, retain, create or transfer at least 227 Job Equivalents and maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) By December 31, 2016, and subject to at least the minimum amount of Job Equivalents being added and maintained by Company pursuant to Article III, Section (b) herein, Company may create or transfer up to an additional 43 Job Equivalents and shall maintain those Job Equivalents on the Real Property throughout the Agreement; and

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

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Two Hundred Sixteen Thousand Dollars (\$216,000) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.02 below.

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

(a) By March 31, 2014, Company shall occupy the office space and retain, transfer or create at least 227 Job Equivalents to the Real Property to be eligible to receive a payment of One Hundred Eighty-One Thousand, Six Hundred Dollars (\$181,600). The payment will not be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" certifying compliance with the obligations set forth in Article III, Sections (a), (b) and (d) not later than June 30, 2014. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

City will make the payment within thirty (30) days of receipt of the initial certification unless the City reasonably objects to the certification. However, in no event will the City make the grant payment prior to April 30, 2014.

(b) By December 31, 2016 and subject to the Company retaining, adding and maintaining at least the minimum number of Job Equivalents pursuant to Section 4.02(a) herein, Company may add up to an additional 43 Job Equivalents for a total maximum number of 270 Job Equivalents at the Real Property to be eligible to receive a second grant payment of up to Thirty-Four Thousand, Four Hundred Dollars (\$34,400) which may be pro-rated at Eight Hundred Dollars (\$800) for each Job Equivalent over 227 and up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as**

Exhibit “B” as required by Section 4.02(c) below certifying the number of Job Equivalents added pursuant to Article III, Section (c) and compliance with Article III (a), (b), and (d) above not later than January 31, 2017 to be eligible for the second grant payment. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining grant available under this Section 4.02(b) herein and invokes the City’s right to a full refund, including damages, as set out in Section 4.03 below.

City will make the payment within thirty (30) days of receipt of the January 31, 2017 annual certification if Company qualifies for a second grant payment pursuant to this Section 4.02(b) herein unless the City reasonably objects to the certification. However, in no event will the City make the second grant payment prior to January 31, 2017.

(c) Beginning January 31, 2015, Company must submit an annual certification on the form attached hereto as Exhibit “B” not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by the January 31 deadline during the remaining years of the Agreement shall be an event of default and, if not cured within thirty (30) days after written notice from the City, results in the City’s right to a full refund, including damages, as set out in Section 4.03.

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

4.03 Refund/Default.

(a) If the Company fails to meet the required number of Job Equivalents for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Eight Hundred Dollars (\$800) for each lost Job Equivalent.

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

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

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

Article V Termination

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

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

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured. All notices of default shall be sent to the Company at the address set forth in Section 8.04.

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

Article VI Retention and Accessibility of Records

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

(a) A period of five (5) years after the date each Annual Certification form is accepted by the City; or

(b) The period required by other applicable laws and regulations.

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

Article VII Assignment

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

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

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

Article VIII
Miscellaneous

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

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

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

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

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

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

If intended for the Company:
Harley-Davidson Financial Services, Inc.
Attention: Mr. Al Ely
Vice President, Commercial Business
1801 Alma Road, Suite 200
Plano, TX 75075

With a copy to:
Harley-Davidson Financial Services, Inc.
Attention: General Counsel and Chief Financial Officer
222 W. Adams St., Suite 2000
Chicago, IL 60606

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

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

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

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

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

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

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

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

ATTEST:

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

Diane Zucco, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER

Date: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

HARLEY-DAVIDSON FINANCIAL
SERVICES, INC., a Delaware corporation

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

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

_____ a. I hereby certify that Harley-Davidson Financial Services, Inc. has occupied the office space and retained, transferred or added at least 227 Job Equivalent positions at the Property by March 31, 2014, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is _____.

_____ b. I hereby certify that Harley-Davidson Financial Services, Inc. has failed to occupy the office space and/or has failed to retain, transfer or add at least 227 Job Equivalent positions at the Property by March 31, 2014, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement. The actual number of Job Equivalents is _____.

ATTEST:

HARLEY-DAVIDSON FINANCIAL SERVICES, INC., a Delaware corporation

Name: _____
Title: _____

By: _____
Name: _____
Chief Financial Officer

Date

This Certification is due by June 30, 2014.

This Certificate of Compliance should be mailed to:

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

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

Please select all applicable options below before signing and returning the certification:

_____ a. I hereby certify that Harley-Davidson Financial Services, Inc. is in compliance with each applicable term as set forth in the Agreement and the retained, transferred or added number of Job Equivalents has not fallen below the number for which Harley-Davidson Financial Services, Inc. has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____.

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

_____ c. **(FOR USE IN JANUARY 2017 ONLY IF APPLICABLE)** I hereby certify that Harley-Davidson Financial Services, Inc. is qualified to receive a second grant payment as of January 31, 2017 in the amount of _____ (\$ _____) for adding an additional _____ total number of Job Equivalents at the Real Property in addition to the 227 previous Job Equivalents for which Harley-Davidson Financial Services, Inc. previously received a grant payment.

ATTEST:

HARLEY-DAVIDSON FINANCIAL SERVICES, INC., a Delaware corporation

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Chief Financial Officer

NOTE:

This form is due by January 31 of each year beginning on January 31, 2015, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

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



**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:		07/22/13		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				Project No. 5925
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Third Amendment to an Advance Funding Agreement By and Between the City of Plano and the Texas Department of Transportation for Preston Road Corridor, authorizing its execution by the City Manager or his designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	222,439	2,328,561	993,000	3,544,000
Encumbered/Expended Amount	-222,439	-241,281	0	-463,720
This Item	0	-1,786,086	0	-1,786,086
BALANCE	0	301,194	993,000	1,294,194
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$1,786,086, will leave a current year balance of \$301,194 for the Preston Road Corridor improvements project. STRATEGIC PLAN GOAL: Working with the State of Texas to fund street improvements more quickly and improve traffic flow relates to the City's Goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
This amendment #3 increases the City's estimated participation in funding the project from \$1,529,899 to \$1,786,086.				
List of Supporting Documents: Resolution; Exhibit A			Other Departments, Boards, Commissions or Agencies N/A	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Third Amendment to an Advance Funding Agreement By and Between the City of Plano and the Texas Department of Transportation for Preston Road Corridor, authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City of Plano and the Texas Department of Transportation entered into an Advance Funding Agreement for a Project Using Funds Held In the State Highway 121 Subaccount (the Funding Agreement) on October 16, 2009 for intersection improvements along Preston Road at Headquarters Drive, Hedcoxe Road, Spring Creek Parkway, and Parker Road; and

WHEREAS, a First Amendment to the Funding Agreement was entered into on December 8, 2009; and

WHEREAS, a Second Amendment to the Funding Agreement was entered into on April 11, 2013

WHEREAS, the City Council has been presented a proposed Third Amendment to the Funding Agreement, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (the Third Amendment) to increase the City's estimated participation in funding the project from \$1,529,899 to \$1,786,086.

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

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

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

Section II. The City Manager, or his designee, is hereby authorized to execute the Third Amendment and all other documents in connection therewith on behalf of the City of Plano.

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

DULY PASSED AND APPROVED this the 22nd day of July, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CSJ #: 0091-05-057

District #: 18-Dallas

Code Chart 64 #: 33100

Project: SH 289 (Preston Road)

Limits: Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway; Parker Road; Tennyson Parkway

Funding Category: RTR (Subaccount SH 121)

Exhibit "A"

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR PROJECT USING FUNDS HELD IN THE
STATE HIGHWAY 121 SUBACCOUNT**

AMENDMENT #3

(On-System)

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the City of Plano, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on October 16, 2009, Amendment #1 on December 8, 2009 and Amendment #2 on April 11, 2013 to effectuate their agreement to design and construct dual left turn lanes and right turn lanes on SH 289 (Preston Road) at Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway and Parker Road in the City of Plano; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Attachment C-2, Estimated Project Budget of Amendment #2 is deleted in its entirety and is replaced with:

Attachment C-3, Estimated Project Budget, which is attached to and made part of this Agreement.

All other provisions of the original contract are unchanged and remain in full force and effect.

CSJ #: 0091-05-057

District #: 18-Dallas

Code Chart 64 #: 33100

Project: SH 289 (Preston Road)

Limits: Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway; Parker Road; Tennyson Parkway

Funding Category: RTR (Subaccount SH 121)

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF PLANO

By: _____

Bruce D. Glasscock

City Manager

Date: _____

THE STATE OF TEXAS

By: _____

Janice Mullenix

Director of Contract Services

Texas Department of Transportation

Date: _____

CSJ #: 0091-05-057

District #: 18-Dallas

Code Chart 64 #: 33100

Project: SH 289 (Preston Road)

Limits: Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway ; Parker Road; Tennyson Parkway

Funding Category: RTR (Subaccount SH 121)

ATTACHMENT C-3

Estimated Project Budget

The State will pay \$2,606,362 from the SH 121 Subaccount to the Local Government for the engineering and construction of dual left turn lanes and dedicated right turn lanes on SH 289 (Preston Road) at Headquarters Drive, Hedgcoxe Road, Spring Creek Parkway, Parker Road and Tennyson Parkway in the City of Plano. The SH 121 Subaccount funds shall be used for the Project's preliminary engineering, design, construction, construction management and material testing services. Tennyson Parkway is 100% local contribution of \$878,219.

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

Description	Fiscal Year	Total Estimate Cost	Regional Toll Revenue (RTR)		Local Government Participation	
			SH 121 Subaccount	Funds Participation		
Engineering (by Local)	2013	\$216,320.00	80%	\$173,056.00	20%	\$43,264.00
Construction (by Local)	2013	\$3,041,632.00	80%	\$2,433,306.00	20%	\$608,326.00
Construction (by Local)		\$878,219.00	0%	\$0	100%	878,219.00
Total Construction		\$3,919,851.00		\$2,433,306.00		\$1,486,545
Direct State Cost – Eng		\$60,284.00	0%	\$0	100%	\$60,284.00
Direct State Cost –CST @ 5%		\$195,993.00	0%	\$0	100%	\$195,993
TOTAL		\$4,392,448.00		Fixed \$2,606,362.00		\$1,786,086

Total Estimated Local Government's Participation = \$1,786,086.

The Local Government required SH 121 Local Match is \$651,590. The Local Government 100% contribution is \$1,134,496

Total Payment paid by Local Government to State = \$60,284. (10/28/2009)

Total Estimated Payment by the Local Government to the State upon full execution of this Agreement = \$195,993

Direct State Costs will be based on actual charges.

Funding Reports

For work performed by the Local Government, the Local Government must provide, to the RTC, monthly reports on the Project's expenses, including expenditure of local match funds. The report shall list separately the expenditure by Project phase and described interest earned, interest rate, interest earned during the month, and accumulative interest earned on the SH 121 Subaccount funds. The report shall also describe the status of the Project.

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



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		July 22, 2013		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): Karen Suiter x7566				
CAPTION				
Consideration of a Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Modification to the contract by and between Samaritan Inn, Inc. and the City of Plano for Homelessness Prevention Program services in Plano and reallocating unused funds available for this program; authorizing its execution by the City Manager or his designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	70,000	0	70,000
Encumbered/Expended Amount	0	-48,000	0	-48,000
This Item	0	-22,000	0	-22,000
BALANCE	0	0	0	0
FUND(S): GRANT FUND				
COMMENTS: Unutilized public service funds, in the amount of \$22,000 will be reallocated to Samaritan Inn, Inc. These funds are included in the 2012-13 Budget.				
STRATEGIC PLAN GOAL: Reallocating unused funds relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
This item will modify the City's Homelessness Prevention Program contract with Samaritan Inn, Inc. and provide additional funds for public service from the Community Development Block Grant. These funds were not expended by other public service agencies during the 2012-13 grant year.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				
Resolution				
First Modification of Contract				

Date: July 11, 2013

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

From: Christina Day, Community Services Manager

Subject: Homelessness Prevention Program – Samaritan Inn Contract Modification

During the current 2012-13 grant year, the Helping Partners program discontinued operations leaving that Community Development Block Grant award unexpended. There is additional funding available from unanticipated program income, leaving more than \$24,000 available for public services. These funds are available to be reallocated to another CDBG program during the current grant year.

In a typical grant year, public service funds are either fully expended by outside agencies or small amounts remain which are easily reprogrammed into the City's homebuyer assistance or housing rehabilitation functions. The City's practice has been to reallocate limited amounts of unexpended funds from outside contracts to other City programs through an administrative process. Administrative reprogramming is allowed for funds that do not qualify as a substantial amendment (less than 25% of the grant) per the Consolidated Plan.

Reallocation of these 2012 funds does not qualify as a substantial amendment, so they can be reprogrammed to an activity without a public hearing process. However, we are bringing this amount to the Council for the following reasons:

1. Demonstrate a Purpose for Reallocation: The City administers one public service activity, the Homelessness Prevention Program, that has consistently expended funds quickly, but not met the high demand for this service. Year to date, the Homelessness Prevention program has fully expended the \$48,000 grant amount, helping 31 households avoid eviction or foreclosure within the first three quarters. Plano's poverty level has doubled over the past decade with at least 20,000 people living in poverty as of 2010. The need within the community is compounded by the recent economic conditions.
2. Contract Modification: The City subcontracts Homelessness Prevention direct services to the Samaritan Inn, since they have an extensive program with qualified social workers who can effectively serve clients. In order to modify their current contract to add these funds, the City Council must approve the amendment.

Staff recommends reallocating 2012-13 Community Development Block Grant funds totaling \$22,000 to the Homelessness Prevention program to the Samaritan Inn, consistent with the attached contract modification document. The Samaritan Inn has been compliant in their reporting and has fully expended allocated funds during prior grant years. It is anticipated the program will utilize all available funds prior to the end of this grant year, even with the significant increase.

Staff has consulted with the agency and they are amenable to this modification which would allow them to assist more Plano residents through the Homelessness Prevention program during the current 2012-13 grant year.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a First Modification to the contract by and between Samaritan Inn, Inc. and the City of Plano for Homelessness Prevention Program services in Plano and reallocating unused funds available for this program; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed First Modification to the contract by and between Samaritan Inn, Inc. and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "First Modification");

WHEREAS, the City Council previously authorized the City Manager to execute a funding agreement with Samaritan Inn, Inc. for the expenditure of U.S. Department of Housing and Urban Development Homelessness Prevention Program funds on October 1, 2012; and

WHEREAS, the City has found Samaritan Inn, Inc. compliant with the reporting rules and guidelines established in the funding agreement; and

WHEREAS, the City has determined that Samaritan Inn, Inc. is administering their Homelessness Prevention Program in the intent that HUD set forth for the program and is both willing and able to continue their program should more funding be available; and

WHEREAS the City has determined that it is in the best interest of the citizens of Plano that the Homelessness Prevention Program funding agreement with Samaritan Inn, Inc. be modified to reallocate the unused funds available for the program to allow more clients to be served; and

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

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

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

SECTION II. - The City Manager, or his designee, is hereby authorized to execute the First Modification and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in Exhibit "A" attached hereto.

SECTION III. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS 22ND DAY OF JULY, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS § **First Modification of Contract**
 § **By and Between City of Plano and**
 § **Samaritan Inn, Inc.**
 §
 COUNTY OF COLLIN §

THIS FIRST MODIFICATION OF Contract (hereinafter "**First Modification**") is made and entered into on this the 22nd day of July, 2013, by and between **SAMARITAN INN, INC.**, a non-profit corporation (hereinafter "Contractor") and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Contractor entered into an Agreement on October 1, 2012 (hereinafter "Agreement") for Homelessness Prevention Program services (hereinafter "Services"); and

WHEREAS, City and Contractor 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 I. Scope of Services** is hereby modified to read in its entirety as follows:

C. Levels of Accomplishment

<u>Activity</u>	<u>Total Households/Year</u>
Rent and/or Utility Assistance	39
Case Management	39

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **Section IV, Payment** is hereby modified to read in its entirety as follows:

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **\$70,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in **Exhibit A** herein and in accordance with performance. With the submission of original bills with proper documentation for the services described in **Section I.B, Activities**, the Subrecipient will be reimbursed within 30 days after the Subrecipient has submitted all proper documentation to the City.

ALL REQUESTS FOR FINAL REIMBURSEMENT MUST BE SUBMITTED TO THE CITY WITHIN THREE (3) DAYS AFTER THE LAST DATE OF THE CONTRACT. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110.

III.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **Exhibit A** is hereby modified to read in its entirety as follows:

2012 BUDGET: HOMELESSNESS PREVENTION PROGRAM

EXPENSES	AMOUNT
Salary and benefits for case manager and accounting assistant per Exhibit B	\$ 7,000
Rent, Mortgage, and/or Utility Assistance for clients	\$ 63,000
TOTAL	\$ 70,000

IN WITNESS WHEREOF, the parties enter into this First Modification on the date first written above.

SAMARITAN INN, INC.

By: _____
Jim Malatich
DIRECTOR OF OPERATIONS

CITY OF PLANO, TEXAS

By: _____
Christina Day
COMMUNITY SERVICES MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2013 by Jim Malatich, Director of Operations of **SAMARITAN INN, INC.**, a non-profit 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 _____, 2013 by Christina Day, Community Services Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said 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:		7/22/13		
Department:		Human Resources		
Department Head		Jim Parrish		
Agenda Coordinator (include phone #): Billy Bailey (x) 5411				
CAPTION				
<p>An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-1-17; establishing the number of certain classifications within the Fire Department for fiscal year 2012-13; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective July 22, 2013; and providing a repealer clause, a severability clause and 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: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
<p>COMMENTS: This agenda item adds one (1) full-time Deputy Fire Chief position to the 2012-13 Civil Service Fire Compensation Plan effective July 22, 2013, with an estimated hire date in September 2013. The Deputy Fire Chief position will be funded with savings from the recent elimination of one (1) Assistant Fire Chief position in January 2013.</p> <p>STRATEGIC PLAN GOAL: Changes to staff positions in the Fire Department relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p>				
SUMMARY OF ITEM				
<p>The purpose of this ordinance is to create the position of Deputy Chief in the Plano Fire Department. This position will be filled through the testing process in accordance with Chapter 143, Texas Local Government Code.</p>				
List of Supporting Documents: Memo, Ordinance, and Exhibit A			Other Departments, Boards, Commissions or Agencies	



MEMORANDUM

Date: July 9, 2013
To: Darlene McAndrew, Civil Service Director
From: Brian Crawford, Fire Chief
Subject: Deputy Fire Chief Position

The Deputy Chief position is designed to provide a high level of expertise in functional areas of the department that require additional administrative, institutional knowledge relating to Fire Operations, Fleet and Facilities, EMS and Training, and Fire Prevention. As part of the current organizational restructuring of the fire department, the first step to reducing the number of Assistant Chief positions from four (4) to three (3) was accomplished with the Council action on January 28, 2013. In this next phase, the Department is asking for the creation of a new and permanently-assigned Deputy Chief to serve and assist in the day-to-day administrative functions required to enhance our operational effectiveness and efficiency. This Deputy Chief position would fall under the command of the current Assistant Chief of Emergency Operations and would provide direct supervision to all Emergency Operation Battalion Chiefs (See attached revised Organizational Chart).

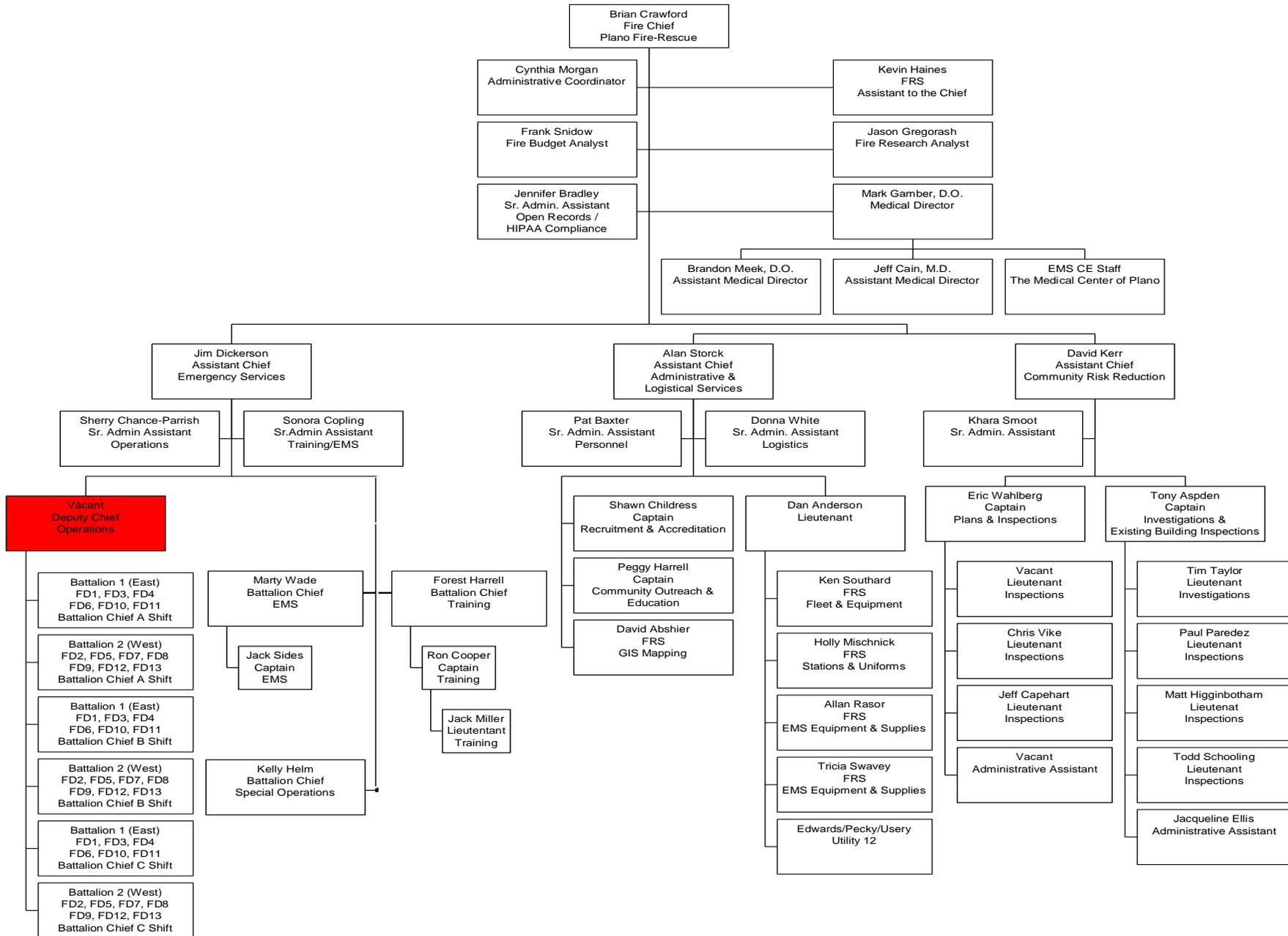
In an evaluation of the administrative capacity of the department, it was noted that Fire-Rescue not only needed to reduce the Fire Chief's span of control, but also needed to increase upper, mid-level chief officer functions that have permanent assignment in Administration. Currently these tasks are being performed at some level with members who serve on a three-year rotational basis. The challenge identified with this arrangement is that the department loses the positional knowledge, skills and ability the chief officer attained, as well as the functional internal and external relationships established during that time.

We will use funds from the eliminated Assistant Chief's position to cover associated salary and benefits for this new position, so there will be no impact on the budget or request for additional funds.

Attachment



Plano Fire-Rescue



An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-1-17; establishing the number of certain classifications within the Fire Department for fiscal year 2012-13; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective July 22, 2013; and providing a repealer clause, a severability clause and an effective date.

Whereas, on January 28, 2013 by Ordinance No. 2013-1-17, the City Council of the City of Plano, Texas, adopted the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within the Fire Department of the City of Plano; and

Whereas, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the classification and salary plan for the sworn personnel of the Fire Department of the City of Plano, Texas, and the specified number of positions effective July 22, 2013, as set forth in attached Exhibit "A"; and

Whereas, based on operational needs, the Fire Department recommends the addition of one Deputy Chief position in accordance with Texas Local Government Code, Chapter 143 effective July 22, 2013; and

Whereas, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

Section I. Ordinance No. 2013-1-17 duly passed and approved by the City Council of the City of Plano, Texas on January 28, 2013 is repealed in its entirety effective July 22, 2013.

Section II. The classification and salary plan of the City of Plano Fire Department for fiscal year 2012-13, and the number of positions in the City of Fire Police Department effective July 22, 2013, as set forth in Exhibit "A", is hereby approved.

Section III. The addition of one Deputy Chief position in accordance with Texas Local Government Code, Chapter 143 effective July 22, 2013 is hereby approved.

Section IV. Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" is hereby approved and adopted, and shall thereafter be permitted to start of the first payroll period following completion of the required number of continuous service months.

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

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

Section VII. Upon passage, this Ordinance shall become effective July 22, 2013.

DULY PASSED AND APPROVED, this, the 22nd day of July, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY OF PLANO
2012 - 2013 CIVIL SERVICE
COMPENSATION PLAN
Effective 07/22/13

FIRE

RANGE	POSITION	# Positions Effective	STEP:	BASE 1	6 MOS. 2	12 MOS. 3	24 MOS. 4
001	Fire Rescue Specialist	09/24/12 - 193 08/01/13 - 208	Hourly: Monthly: Annual:	20.0648 4,869 58,428		21.4797 5,212 62,548	23.6620 5,741 68,903
002	Fire Apparatus Operator	09/24/12 - 51	Hourly: Monthly: Annual:	26.6129 6,458 77,496			
003	Lieutenant	09/24/12 - 18	Hourly: Monthly: Annual:	29.8487 7,243 86,919			
004	Captain	09/24/12 - 45	Hourly: Monthly: Annual:	33.1954 8,055 96,665			
005	Battalion Chief	09/24/12 - 9	Hourly: Monthly: Annual:	51.2432 8,882 106,585	55.5920 9,635 115,631		
006	Deputy Fire Chief	07/22/13 - 1	Hourly: Monthly: Annual:	57.2639 10,215 122,586			
007	Assistant Fire Chief	09/24/12 - 4 01/28/13 - 3	Hourly: Monthly: Annual:	62.2800 10,795 129,542			
01A	Fire Recruit		Hourly: Monthly: Annual:	18.2297 4,423 53,084			

The base pay is the same for all personnel within a classification; however the hourly and monthly pay rates may vary based on whether the individual is assigned to a 40 hour per week staff position or a 56 hour per week field position. The City Council can change pay, pay periods, and total hours scheduled at any time.



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:	7/22/2013			
Department:	Engineering			
Department Head:	Gerald Cosgrove			
Project Name & Number:	One-Ninety and Jupiter Addition #4463-3			
Agenda Coordinator (include phone #):	Kathleen Schonke X-7198			
CAPTION				
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to that certain 80-foot Drainage Easement recorded in Volume 2343, Page 689 of the Deed Records of Collin County, Texas and being situated in the Hezekiah Douglas Survey, Abstract No. 272, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Magnolia Lodging Development, to the extent of its interest; authorizing the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-2013	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
<p>COMMENTS: This item reduces the City of Plano's maintenance obligations by abandoning this easement so that a new drainage easement may be dedicated with responsibility for maintenance being held by the owner; however, savings in maintenance costs cannot be determined at this time.</p>				
<p>STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to this easement relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>The existing 80' Drainage easement is being abandoned in order to dedicate a new drainage easement. The new drainage easement will place the responsibility for maintenance on the owner, therefore reducing the city's current maintenance obligation.</p>				
<u>List of Supporting Documents:</u> Location Map Petition for Abandonment			<u>Other Departments, Boards, Commissions or Agencies</u>	



One-Ninety and Jupiter

An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to that certain 80-foot Drainage Easement recorded in Volume 2343, Page 689 of the Deed Records of Collin County, Texas and being situated in the Hezekiah Douglas Survey, Abstract No. 272, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Magnolia Lodging Development, to the extent of its interest; authorizing the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to that certain 80-foot Drainage Easement recorded in Volume 2343, Page 689 of the Deed Records of Collin County, Texas (hereinafter called "Easement"), and being situated in the Hezekiah Douglas Survey, Abstract No. 272, which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference; and

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

WHEREAS, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the abutting Property Owner; and has advised that the Easement should be abandoned;

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

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

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

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

Section IV. This Ordinance shall become effective immediately upon its passage as set forth below.

DULY PASSED AND APPROVED this the 22nd day of July, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A-1"
DRAINAGE EASEMENT ABANDONMENT
Part of Lot 4R, Block A, One-Ninety and Jupiter Addition
Hezekiah Douglas Survey, Abstract No. 272
City of Plano, Collin County, Texas

DESCRIPTION, of a 42,633 square foot tract of land situated in the Hezekiah Douglas Survey, Abstract No. 272, Collin County, Texas; said tract being part of Lot 4R, Block A, One-Ninety and Jupiter Addition, an addition to the City of Plano, Texas according to the plat recorded in Volume 2007, Page 559 of the Plat Records of Collin County, Texas; said tract also being part of that tract of land described in Special Warranty Deed to Magnolia Lodging Development, L.L.C., recorded in Instrument No. 20070601000736900 and Instrument No. 20080212000166510 of the Official Public Records of Collin County, Texas and a portion of that Drainage Easement to the City of Plano recorded in Volume 2343, Page 689 of the Deed Records of Collin County, Texas; said 42,633 square foot tract being more particularly described as follows (Bearing system for this survey is based on a bearing of North 20 degrees, 27 minutes, 27 seconds East, for the west line of Lot 4R, Block A of Lots 4R, 7 & 8, Block A, One Ninety and Jupiter Addition, according to the plat recorded in Volume 2007, Page 559 of said Plat Records):

BEGINNING, at a 1/2-inch iron rod found in the north right-of-way line of State Highway 190 (a variable width right-of-way); said point being the southeast corner of Lot 6, Block A, One-Ninety and Jupiter Addition, an addition to the City of Plano, Texas according to the plat recorded in Instrument No. 20121221010003300 of said Official Public Records and southwest corner of said Lot 4R;

THENCE, North 20 degrees, 27 minutes, 27 seconds East, departing the said north line of State Highway 190 and along the east line of said Lot 6, the west line of said Lot 4R and the west line of said drainage easement, a distance of 510.64 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner; said point being the northwest corner of Lot 4R and the southwest corner of Lot 8, Block A of said One Ninety and Jupiter Addition;

THENCE North 89 degrees, 47 minutes, 34 seconds East, departing the said east line of Lot 6, the west line of said drainage easement and along the south line of said Lot 8, a distance of 85.50 feet to a point for corner;

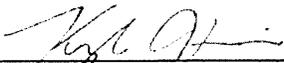
THENCE South 20 degrees, 27 minutes, 27 Seconds West, departing the said south line of Lot 8 and along the east line of said drainage easement, a distance of 555.19 feet to a point for corner; in the said north line of State Highway 190;

THENCE North 59 degrees, 21 minutes, 29 Seconds West, along the said north line of State Highway 190, a distance of 81.28 feet to the to the **POINT OF BEGINNING**;

CONTAINING: 42,633 square feet or 0.979 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

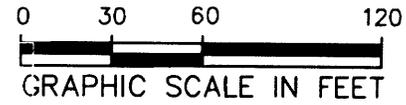
The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement abandonment tract described.



Kyle Cofeman Harris 7/31/2013
Registered Professional Land Surveyor No. 6266
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy., #1000, Dallas TX 75206
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00



1595-13.078EX1.doc
1595-13.078EX1.dwg CM



DRAINAGE EASEMENT ABANDONMENT
42,633 SF
(0.979 ACRES)

LOT 6, BLOCK A
ONE-NINETY AND JUPITER ADDITION
(INST. NO. 20121221010003300)

LOT 4R, BLOCK A
ONE-NINETY AND JUPITER ADDITION
(VOL. 2007, PG. 559)

MAGNOLIA LODGING DEVELOPMENT, L.L.C.
(INST. NO. 20070601000736900 & 20080212000166510)

80' CITY OF PLANO DRAINAGE EASEMENT
(VOL. 2343, PG. 689)
(CAB. J, PG. 827)

DRAINAGE EASEMENT FOR HIGHWAY PURPOSES
(VOL. 3154, PG. 871)
(VOL. 320B, PG. 146)
(CAB. J, PG. 827)

P.O.B.
1/2-INCH IRON ROD FOUND
(C.M.)

N 59°21'29" W
81.28'

STATE HIGHWAY 190
(A VARIABLE WIDTH R.O.W.)
(NORTHWEST BOUND SERVICE ROAD)

10' WATER EASEMENT
(CAB. J, PG. 827)

15' ELECTRIC AND COMMUNICATIONS EASEMENT
(BY SEPARATE INSTRUMENT)

1/2-INCH IRON ROD W/ "PACHECO KOCH" CAP FOUND (C.M.)

26' FIRELANE, ACCESS AND UTILITY EASEMENT
(BY SEPARATE INSTRUMENT)

MATCHLINE (SEE SHEET 4)

N 20°27'27" E 510.64'

10' WATER EASEMENT
(CAB. J, PG. 827)

10' WATER EASEMENT
(BY SEPARATE INSTRUMENT)

15' WATER EASEMENT
(BY SEPARATE INSTRUMENT)

S 20°27'27" W
555.19'

LEGEND	
	PROPERTY LINE
	PROPOSED EASEMENT
	EXISTING EASEMENT
(C.M.)	CONTROLLING MONUMENT
P.O.B.	POINT OF BEGINNING
	POINT FOR CORNER (UNLESS OTHERWISE NOTED)

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of North 20 degrees, 27 minutes, 27 seconds East, for the west line of Lot 4R, Block A of Lots 4R, 7 & 8, Block A, One Ninety and Jupiter Addition, according to the plat recorded in Volume 2007, Page 559 of the Plat Records of Collin County, Texas.

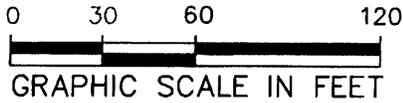
DRAINAGE EASEMENT ABANDONMENT

BEING PART OF LOT 4R, BLOCK A
ONE-NINETY AND JUPITER ADDITION
HEZEKIAH DOUGLAS SURVEY, ABSTRACT NO. 272
CITY OF PLANO, COLLIN COUNTY, TEXAS
SHEET 2 OF 3

Pacheco Koch 8350 N. CENTRAL EXPWY. SUITE 1000
DALLAS, TX 75206 972.235.3031
TX REG. ENGINEERING FIRM F-469
DALLAS ■ FORT WORTH ■ HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
CM	KCH	1"=60'	JULY 2013	1595-13.078

M:\DWG-15\1595-13.078\DWG\SURVEY_C3D_20XX\1595-13.078-EX1.DWG
07/03/2013 - 8:17AM
CMENDOZA



80' CITY OF PLANO
DRAINAGE EASEMENT
(VOL. 2343, PG. 689)
(CAB. J, PG. 827)

LOT 8, BLOCK A
ONE-NINETY AND JUPITER
ADDITION
(VOL. 2007, PG. 559)

N 89°47'34" E
85.50'

1/2-INCH IRON ROD
W/ "PACHECO KOCH"
CAP FOUND

10' WATER EASEMENT
(CAB. L, PG. 583)

24' FIRELANE EASEMENT
(CAB. 2007, PG. 559)

24' ACCESS EASEMENT
(VOL. 2007, PG. 559)

80' CITY OF PLANO
DRAINAGE EASEMENT
(VOL. 2343, PG. 689)
(CAB. J, PG. 827)

LOT 6, BLOCK A
ONE-NINETY AND JUPITER ADDITION
(INST. NO. 20121221010003300)

10' WATER
EASEMENT
(CAB. J,
PG. 827)

26' FIRELANE,
ACCESS AND
UTILITY EASEMENT
(BY SEPARATE
INSTRUMENT)

DRAINAGE
EASEMENT
ABANDONMENT
42,633 SF
(0.979 ACRES)

N 20°27'27" E 510.64'

13.5' WATER
EASEMENT
(BY SEPARATE
INSTRUMENT)

LOT 4R, BLOCK A
ONE-NINETY AND
JUPITER ADDITION
(VOL. 2007, PG. 559)

MAGNOLIA LODGING
DEVELOPMENT, L.L.C.
(INST. NO. 20070601000736900)
& 20080212000166510)

S 20°27'27" W
555.19'

MATCHLINE (SEE SHEET 3)

LEGEND	
	PROPERTY LINE
	PROPOSED EASEMENT
	EXISTING EASEMENT
(C.M.)	CONTROLLING MONUMENT
P.O.B.	POINT OF BEGINNING
	POINT FOR CORNER (UNLESS OTHERWISE NOTED)

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of North 20 degrees, 27 minutes, 27 seconds East, for the west line of Lot 4R, Block A of Lots 4R, 7 & 8, Block A, One Ninety and Jupiter Addition, according to the plat recorded in Volume 2007, Page 559 of the Plat Records of Collin County, Texas.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement abandonment described.



Kyle Harris 7/3/2013
Date
Kyle Coleman Harris
Registered Professional
Land Surveyor No. 6266

DRAINAGE EASEMENT ABANDONMENT

BEING PART OF LOT 4R, BLOCK A
ONE-NINETY AND JUPITER ADDITION
HEZEKIAH DOUGLAS SURVEY, ABSTRACT NO. 272
CITY OF PLANO, COLLIN COUNTY, TEXAS
SHEET 3 OF 3

Pacheco Koch 8350 N. CENTRAL EXPWY. SUITE 1000
DALLAS, TX 75206 972.235.3031
TX REG. ENGINEERING FIRM F-469
DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
CM	KCH	1"=60'	JULY 2013	1595-13.078

EXHIBIT "B"

PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting an 80-foot Drainage and Floodway Easement (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:

in order to dedicate a new drainage easement

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

The City's maintenance obligations are reduced

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

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

100%

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

[Remainder of page blank]

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

Magnolia Lodging Development
Typed Name of Owner

3620 N Josey Lane, Suite #220
Address

Carrollton, TX 75007
City, State and Zip

Dated: 6-19-13

Matthew W. Newton, officer
Signature of Owner

Contact Person for Property Owners:

Name: Matthew W. Newton

Phone No: 214-488-5211

FOR DEPARTMENTAL USE ONLY

The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Easement consists of streets or alleys, owned in fee or used by easement;
- The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- The Easement contains land that the City wants to have developed by an independent foundation;
- The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.



Engineering Department
City of Plano, 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:	07/22/2013
Department:	Police
Department Head	Gregory W. Rushin
Agenda Coordinator (include phone #): Pam Haines, ext 2538	

CAPTION

Public Hearing and consideration of a Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2013 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input checked="" type="checkbox"/> REVENUE	<input type="checkbox"/> CIP		
FISCAL YEAR:	2012-13, 2013-14, 2014-15, 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	21,456	0	21,456
BALANCE		0	21,456	0	21,456

FUND(S): POLICE GRANT FUNDS

COMMENTS: This grant contract, if approved, provides total funding in the amount of \$53,055 and approves an interlocal cooperation agreement between the City of Plano, the City of McKinney, and the Collin County Sheriff's Office for the disbursement of the 2013 Byrne Justice Assistance Grant (JAG), for the purpose of purchasing equipment resources for the respective Police departments. The resolution and grant agreement establishes the City of Plano as fiscal agent for the disbursement of funds to the City of McKinney, \$12,081; and the Collin County Sheriff's Office, \$19,518; leaving the City of Plano Police Department, \$21,456 of the awarded funds. The agencies have three years to expend their allocated funds by the 09/30/2016 deadline.

STRATEGIC PLAN GOAL: Acceptance and administration of Federal Grant Funds relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.

SUMMARY OF ITEM

The United States Department of Justice, pursuant to the amendments made by Section 201 of H.R. 3036 of the 108th Congress, as passed by the House of Representatives on March 30, 2004, has offered the City of Plano, the City of McKinney and Collin County Sheriff's Office a grant totaling \$53,055 for the purpose of purchasing equipment resources for their respective departments. The City of Plano being the fiscal agent will



CITY OF PLANO COUNCIL AGENDA ITEM

disburse to the City of McKinney \$12,081, and the Collin County Sheriff's Office \$19,518 from the total amount awarded, leaving the City of Plano Police Department \$21,456 of the awarded funds. The effective grant period will cover four fiscal years, and the City will have until September 30, 2016 to expend the funds.

List of Supporting Documents:

Memo, Resolution, Exhibits A & B

Other Departments, Boards, Commissions or Agencies



Memorandum

Date: July 8, 2013
To: LaShon Ross, Deputy City Manager
From: Gregory W. Rushin, Chief of Police *GWR*
Subject: 2013 Edward Byrne Memorial Justice Assistance Grant

On July 22, 2013 the City Council will be asked to adopt a resolution authorizing the City of Plano to participate in, and receive funding through, the 2013 Byrne Justice Assistance Grant program. The grant will provide the Plano Police Department, McKinney Police Department and Collin County Sheriff's Office with \$53,055 to be used towards the purchase of necessary equipment for Police resources.

This grant was established under the authority of Public Law 109-162 (Jan 5, 2006) Title XI- Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice's Grant Programs, Chapter 1 - Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111., Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, and authorizes you to execute any and all documents necessary to effectuate the action taken.

Prior to the awarding of the funds, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance requires, as a part of the application process, the jurisdiction receiving the funds to hold at least one public hearing regarding the proposed use of funds. Plano Police Department's portion of \$21,456 will be used to purchase GPS trackers for the Criminal Investigative Unit. The public hearing scheduled for the July 22, 2013 Council Meeting will meet these requirements to consider the disbursement of these grant funds.

The Plano Police Department has been designated as the fiscal agent for these funds, with the equitable sharing distribution as follows: McKinney Police Department \$12,081, Plano Police Department \$21,456 and Collin County Sheriff's Office \$19,518.

This is the ninth grant offered through the Byrne Justice Assistance Grant since the merger of the Byrne Grant Program and Local Law Enforcement Block Grant (LLEBG).

There is no cash match for this grant.

GWR/
ph

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney and the Collin County Sheriff's Office for the disbursement of the 2013 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

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

WHEREAS, the City of Plano, the City of McKinney, and the Collin County Sheriff's Office have previously agreed that Plano Police Department would serve as Fiscal Agent for the 2013 Edward Byrne Justice Assistance Grant (JAG); and

WHEREAS, the City Council has been presented a proposed interlocal agreement and memorandum of understanding, by and between the three (3) entities providing the disbursement amount and expenditure method, substantial copies of which are attached hereto as Exhibits "A" and "B" respectively and incorporated herein by reference (hereinafter called "Agreements"); and

WHEREAS, citizens were provided an opportunity to comment during a public hearing on the proposed Agreements as required by the terms of the JAG Grant application process; and

WHEREAS, these Agreements are made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreements is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, upon full review and consideration of the Agreements, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved.

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

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

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

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

DULY PASSED AND APPROVED this the 22nd day of July, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

GMS APPLICATION NUMBER 2013-H4523-TX-DJ

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO, CITY OF MCKINNEY, AND
THE COLLIN COUNTY SHERIFF'S OFFICE OF COLLIN COUNTY, TEXAS FOR THE
DISBURSEMENT OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
(JAG) AWARD**

This Agreement is made and entered into this ____ day of _____, 2013, by and between the City of Plano, acting by and through its governing body, the City Council, hereinafter referred to as City of Plano; the City of McKinney, acting by and through its governing body, the City Council, hereinafter referred to as City of McKinney; and the Collin County Sheriff's Office, hereinafter referred to as CCSO, collectively (the "Parties" or each "Party").

WHEREAS, the Parties have previously agreed that Plano Police Department would serve as Fiscal Agent for the Edward Byrne Memorial Justice Assistance Grant Formula Award, (hereafter the "JAG Award"); and

WHEREAS, this Agreement is made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111, Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

WHEREAS, the governing body of each Party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the governing body of each Party finds that the performance of this Agreement is in the best interests of the Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Parties believe it to be in their best interests to reallocate the JAG Award funds.

NOW THEREFORE, the Parties agree as follows:

1. City of Plano agrees to forward to CCSO a total of **\$19,518.00** of the JAG Award funds which will be used by CCSO to purchase five radar units to be installed in patrol vehicles that currently do not have radar capability to enforce and monitor the traffic complaints received during patrol shifts.
2. City of Plano agrees to forward to the City of McKinney a total of **\$12,081.00** of the JAG Award funds which will be used by the City of McKinney to purchase a tactical robot for their SWAT unit.

3. City of Plano agrees to keep the remaining total of **\$21,456.00** of the JAG Award funds which will be used by the City of Plano to purchase GPS trackers for the Criminal Investigative Division.

4. Nothing in the performance of this Agreement shall impose any liability for claims against any of the Parties other than claims for which liability may be imposed by the Texas Tort Claims Act.

5. Each Party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

6. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

7. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein.

CITY OF PLANO, TEXAS,

By: _____
Bruce D. Glasscock
City Manager

By: _____
Gregory W. Rushin
Chief of Police

COLLIN COUNTY SHERIFF'S OFFICE

By: _____
Terry Box
Collin County Sheriff

By: _____
Keith Self
Collin County Judge

CITY OF MCKINNEY, TEXAS

By: _____
Jason Gray
City Manager

By: _____
Joe Williams
Chief of Police

EXHIBIT "B"

GMS APPLICATION NO. 2013-H4523-TX-DJ

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COLLIN COUNTY SHERIFF'S OFFICE, THE CITY OF MCKINNEY,
AND THE CITY OF PLANO, TEXAS REGARDING THE 2013 BYRNE JUSTICE
ASSISTANCE GRANT (JAG) PROGRAM**

This Memorandum of Understanding sets forth the agreement by and between the Collin County Sheriff's Office, the City of McKinney, and the City of Plano, Texas regarding the application process of the 2013 Byrne Justice Assistance Grant (JAG) Program Award.

The City of Plano agrees to be the applicant/fiscal agent of the 2013 Byrne Justice Assistance Grant (JAG) Program.

The funds for this grant will be distributed as follows:

McKinney Police Department	\$12,081.00
Plano Police Department	\$21,456.00
Collin County Sheriff's Office	<u>\$19,518.00</u>
Total funds from the JAG	\$53,055.00

The Collin County Sheriff's Office, the City of McKinney, and the City of Plano, Texas agree to enter into an agreement setting forth the terms and conditions regarding the administration of the 2013 Justice Assistance Grant (JAG) Program Award.

COLLIN COUNTY SHERIFF'S OFFICE

By: _____
Terry Box
Collin County Sheriff

By: _____
Keith Self
Collin County Judge

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock
City Manager

By: _____
Gregory W. Rushin
Chief of Police

APPROVED AS TO FORM

Diane C. Wetherbee
City Attorney

CITY OF MCKINNEY, TEXAS

By: _____
Jason Gray
City Manager

By: _____
Joe Williams
Chief of Police



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:		7/22/2013			
Department:		Animal Services			
Department Head		Brian Collins			
Agenda Coordinator (include phone #): Nancy Corwin X7137					
CAPTION					
Consideration of: Bid No. 2013-235-C for a one (1) year contract with three (3) City-optional renewals for animal licensing services for the Animal Services Department in the estimated annual amount of \$63,900; whether to declare the low bidder, LDM Design and Construction, a non-responsible bidder based on Staff's assessment of the bid parameters, and whether to award the contract to PetData, Inc. as the lowest responsible bidder 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:	2012-13 thru 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	106,145	250,275	356,420
Encumbered/Expended Amount		0	-80,078	0	-80,078
This Item		0	-5,325	-250,275	-255,600
BALANCE		0	20,742	0	20,742
FUND(s): GENERAL FUND					
COMMENTS: This item approves price quotes. Expenditures will be made in the Animal Services Department within the approved budget appropriations for each year of the contract. The estimated amount to be spent in 2012-13 is \$5,325. The estimated future amount is \$250,275, or \$63,900 annually, which will be made within approved budget appropriations.					
STRATEGIC PLAN GOAL: Providing a Pet Registration Program relates to the City's goal of Partnering for Community Benefit.					
SUMMARY OF ITEM					
Animal Services recommends award of the 2013-235-C Animal Services bid to PetData, Inc. for a one (1) year contract with three (3) City-optional renewals, in the estimated annual amount of \$63,900. Staff recommends that Council deem the low bidder, LDM Design and Construction non-responsible based on the bid parameters, and that the contract be awarded to PetData, Inc. as the lowest responsible bidder.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Recomendation Memo, Bid Recap	



City of Plano
1520 K Avenue
Plano, TX 75074

P.O. Box 860358
Plano, TX 75086-0358
Tel: 972.941.7000
plano.gov

To: Nancy Corwin
Buyer
Purchasing Division

From: Jamey Cantrell
Animal Services Manager

Date: June 26, 2013

Re: Pet Registration Program Contract

Based on the bid evaluation for 2013-235-C – Animal Licensing Service the Department has reviewed the bids and recommends the bid be awarded to PetData, Inc.

LDM Design and Construction was the low bid for this contract but staff recommends Council deem them not a responsible bidder. They have no documented experience providing this service according to their references and their own admissions. They have no website to allow for online registrations. They have no website to allow for City personnel to access registration information online. They have no call center established to provide customer service. There is no work history or other evidence that suggests they are capable of providing these services to the citizens of Plano.

Impact of not awarding this contract will result leave two options:

1. The City can alter the current ordinances to no longer require pets to be registered which will result in a loss of approximately \$135,000 in annual revenue.
2. The City can internalize the process which will require the addition of at least 1.5 FTE to process registrations in-house. Additional labor costs would be a minimum of approximately \$89,000 due to salary and benefits.

The award will result in an annual contract with three City optional one (1) year renewals. The estimated annual expenditure will vary based upon the number of registrations sold each year during the initial and subsequent contract periods but is expected to be approximately \$63,900.

CITY OF PLANO

Bid NO. 2013-235-C
Animal Licensing Service
Bid RECAP

Bid opening Date/Time: June 16, 2013 @ 3:00 PM

Number of Vendors Notified: 771

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 2

<u>Vendor</u>	<u>Cost per Animal License Registration</u>
----------------------	--

LDM Design and Construction	\$3.75
-----------------------------	--------

PetData	\$3.90
---------	--------

Number of Bids Submitted by Responsible Vendors: 1

PetData	\$3.90
---------	--------

Recommended Vendor:

PetData	\$3.90
---------	--------

Nancy Corwin

June 16, 2013



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:		July 22, 2013		
Department:		Planning		
Department Head		Phyllis Jarrell		
Agenda Coordinator (include phone #): Karen Suiter x7566				
CAPTION				
Public Hearing and Consideration of a Resolution of the City Council of the City of Plano, Texas, adopting the 2013-2014 Action Plan, including the summary of the Community Development Block Grant and HOME Investment Partnership objectives and proposed use of funds for program year 2013-2014; and declaring an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	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): CDBG & HOME GRANT FUNDS				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Adopting the 2013-14 Action Plan relates to the City's goal of Partnering for Community Benefit, Great Neighborhoods - 1st Choice to Live, and Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This resolution formally adopts the 2013-14 Action Plan, which includes the final summary of Community Development Block Grant and HOME Program objectives, thereby setting the budget for the use of these funds in 2013-14. A public hearing is noticed to invite comments regarding the use of funds and the Action Plan. If, as a result of the public hearing, any of the proposed projects are changed, this resolution will need to be amended prior to its approval.				
List of Supporting Documents: Staff Summary, Resolution, Action Plan			Other Departments, Boards, Commissions or Agencies Community Relations Commission Approved 8-0	

CITY OF PLANO
COMMUNITY RELATIONS COMMISSION

July 22, 2013

Report on 2013-2014 Federal Grant Recommendations

SUMMARY OF RECOMMENDATIONS:

The Community Services Division has a total of \$1,658,127 in federal funds and program income to be allocated for 2013-14. This amount is derived as follows:

New 2012-13 CDBG Grant amount:	\$1,179,994
New 2012-13 HOME Grant amount:	\$ 355,133
Estimated CDBG Program Income for 2012-13:	\$ 120,000
<u>Estimated HOME Program Income for 2012-13:</u>	<u>\$ 3,000</u>
Total Amount:	\$1,658,127

Each year projected program income must be included in the allocations. For 2013-14, staff has estimated \$123,000 in program income and must include the additional funds in the year's total. The actual amount collected may be substantially less or more.

Because there is uncertainty about the actual amount of program income the City will collect and because nearly all of the income is generated by the housing rehabilitation program's loans, program income is typically allocated to the housing rehabilitation program rather than to a particular agency. If there is a shortfall, the housing rehabilitation program is best able to absorb the loss because of the large amount of funding it receives. This year, the rehabilitation program did not receive HOME funds, so HOME program income was allocated to the first-time homebuyer assistance program as that program has remaining HOME funds to be spent in the 2013 grant year.

Public services can be funded through CDBG, but are limited to 15% of the total of CDBG entitlement funds and program income. Public services are defined as activities directed toward improving community services, including employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare, or recreational needs, and which do not fall under any other CDBG category. The 2013-14 CDBG public service grant amount is calculated to be \$194,999, at the maximum 15%. Any change in the recommendations should take the public service cap (15% limit) into account.

HUD expects the City to use CDBG and HOME funds to meet the goals expressed in the Five-Year Consolidated Plan, which are included in the Action Plan. In our annual report to HUD and the community, we are expected to explain our progress in meeting these goals, using our available resources. These goals are noted within the Action Plan document.

The Commission's recommendations for the use of the 2013-14 grants are detailed in the Action Plan, but a summary is in the following table. All agencies' requests considered for CDBG and HOME funding were recommended by the Commission. There were four program support applications that are not recommended for grant funding, although those were each considered

for the Buffington Community Services Grant, which will be reviewed by the Council at its August 7, 2013, meeting.

Applicant	2013 Recommended amount	2013 Requested amount	2012 Grant amount
Boys and Girls Clubs of Collin County	\$35,000	\$50,000	\$30,000
Christ United Methodist Church	\$46,800	\$50,000	\$42,000
City of Plano - First Time Homebuyer Assistance	\$37,474	\$32,090	\$40,000
City of Plano - Grant Administration	\$272,153	\$239,444	\$234,000
City of Plano - Housing Rehabilitation	\$833,800	\$750,000	\$768,620
Communities in Schools Dallas Region	\$15,000	\$30,000	\$15,000
Galaxy Counseling Center	\$15,000	\$21,000	NA
Habitat for Humanity of South Collin County	\$163,700	\$170,000	\$134,533
Homelessness Prevention	\$67,000	\$68,800	\$48,000
LaunchAbility	\$13,000	\$17,000	\$10,000
Plano Housing Corporation	\$109,200	\$185,600	\$125,000
Samaritan Inn, Inc.	\$35,000	\$39,990	\$19,000
Texas Muslim Women's Foundation, Inc.	\$15,000	\$50,000	NA

A Resolution of the City Council of the City of Plano, Texas, adopting the 2013-2014 Action Plan, including the summary of Community Development Block Grant and HOME Investment Partnership objectives and proposed use of funds for program year 2013-2014; and declaring an effective date.

WHEREAS, the Community Relations Commission held public hearings in 2013 on April 9, April 16, April 23, and April 30 and made final recommendations at public meetings on May 14 and July 1, 2013, concerning the 2013-2014 Action Plan which details the use of Community Development Block Grant Funds and HOME Investment Partnership Funds collectively referred to herein as “the Funds”, and;

WHEREAS, the City Council held a public hearing on July 22, 2013, to receive public comments concerning the recommendations of the Community Relations Commission, and;

WHEREAS, the City Council approves of the 2013-2014 Action Plan and the related summaries, objectives, and proposed uses of funds.

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

SECTION I. - The 2013-2014 Action Plan (Exhibit “A” attached hereto), including the summary of Community Development Block Grant and HOME Investment Partnership Objectives and proposed use of funds for 2013-2014, are hereby adopted with funding allocations as follows:

Boys and Girls Clubs of Collin County	\$ 35,000
Christ United Methodist Church	\$ 46,800
First Time Homebuyer Assistance	\$ 37,474
Grant Administration	\$272,153
Homelessness Prevention	\$ 67,000
Housing Rehabilitation	\$833,800
Communities in Schools Dallas Region	\$ 15,000
Habitat for Humanity of South Collin County	\$163,700
LaunchAbility	\$ 13,000
Galaxy Counseling Center	\$ 15,000
Texas Muslim Women’s Foundation, Inc.	\$ 15,000
Plano Housing Corporation	\$109,200
Samaritan Inn, Inc.	\$ 35,000

SECTION II. - This resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS 22ND DAY OF JULY 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

2013-2014 City of Plano Action Plan

**Prepared for
United States Department of Housing
and Urban Development
by the
City of Plano, TX**



Executive Summary	1
2013-14 Objectives and Outcomes	1
Evaluation of Past Performance	2
Citizen Participation	2
Resources	3
Annual Objectives	3
Geographic Distribution/Allocation Priorities	8
Annual Affordable Housing Goals	10
Public Housing	11
Homeless and Special Needs	11
Barriers to Affordable Housing	12
Meeting Underserved Needs	13
Anti-Poverty Strategies	13
Lead Based Paint Hazard Reduction	13
Inter-agency Coordination	14
Program Specific Requirements	14
CDBG	15
HOME	15
Summary Statement	16

Executive Summary

As part of the Federal regulations guiding the development of this document, the City is required to provide an executive summary to include objectives and outcomes identified for the plan year, an evaluation of past performance and a summary of citizen participation.

The City of Plano 2013-14 Action Plan details activities that will utilize U.S. Department of Housing and Urban Development (HUD) funds starting October 1, 2013. Public participation was requested through grant hearings as stated in the Citizen Participation Plan. The activities were then presented as recommendations of the Community Relations Commission for the use of funding from HUD's Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) and the City's Buffington Community Services Grant.

Priorities for funding are established through the 2010-2014 City of Plano Consolidated Plan. All federal funds must be used to create suitable living environments, provide decent housing and create economic opportunities for citizens of the community. The City of Plano also combines general funds with HUD funds to achieve these objectives and outcomes. This Action Plan serves as year four of the five year Consolidated Plan.

2013-14 Objectives and Outcomes

The following are the FY 2013 objectives and outcomes identified for funding in the 2013-14 Annual Action Plan.

Decent Housing

Objective 1: To preserve and enhance existing housing stock through home rehabilitation.

Outcome: Provide programs to rehabilitate and improve the existing stock of homes occupied by low and moderate income owners.

Objective 2: To create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation of land and properties for income qualifying households.

Outcome: Provide assistance to homebuyers with downpayment assistance, closing cost assistance, and/or homebuyer education and counseling.

Suitable Living Environment

Objective: Fund public service activities serving primarily lower income persons and those with special needs.

Outcome 1: Provide support to organizations that engage in public services for Plano residents, especially special needs populations, including but not limited to low income elderly, persons with disabilities, persons with HIV/AIDS and at-risk youth.

Outcome 2: Assist homeless supportive services across the entire spectrum of need, from homelessness to self-sufficiency, with the continued emphasis on homelessness prevention.

2013-2014 City of Plano Action Plan

Economic Opportunities

Objective: Create and/or expand opportunities for small businesses and/or microenterprises.

Outcome: Support activities that provide job training and assist with job/small business creation.

Evaluation of Past Performance

Since October 1, 2012, the City of Plano has invested over 1 million dollars of HUD funds in the community to meet objectives and outcomes outlined in the 2010-2014 Consolidated Plan. Activities included \$646,480 in CDBG and \$198,716 in HOME funds to create and/or improve Plano's affordable housing stock and \$45,264 for homelessness prevention. An additional \$224,587 was spent on services to assist the elderly, disabled adults, at-risk youth, patients living with AIDS/HIV, and provide grant administration. In addition to federal funds, the City leveraged non-federal dollars to accomplish stated objectives.

HUD regulations require CDBG funds be expended in a timely manner. No more than 1.5 times the current grant year allocation can be available on the timeliness test date. The City's rating is currently at 1.36 and will be well below the required rate of 1.5 on HUD's test date of August 2, 2013.

On October 1, 2013, the City will enter the fourth year of the 2010-2014 Consolidated Plan. Much progress has been made toward addressing annual objectives. The 2012 Action Plan year ends September 30, 2013. Overall, activities have been successful in meeting objectives and some exceeded expectations.

Citizen Participation

The Plano City Council appoints the Community Relations Commission (CRC) as the policy recommending body through which the community can participate in funding allocations for HUD and City of Plano Buffington Community Service Grant funds. The CRC is made up of Plano residents who coordinate with staff to oversee a citizen participation process and make recommendations that affect the community. In early January 2013, the City of Plano notified organizations that expressed interest in providing services to Plano residents of available funding through electronic mail, letters sent by the U.S. Post Office, the Plano Star Courier, the web at www.planning.org and announcements via community forums for non-profit organizations.

Applications were accessible via the City's website. To assist interested agencies in applying, City staff held two mandatory application training sessions on January 23rd and 29th. One-on-one technical assistance was also made available. Of the 35 organizations, 66% met with staff to request general guidance in preparing their application before official submission. On March 24th, the City published a notice in the Plano Star Courier informing the public of hearings for the use of CDBG and HOME funds. Agenda notices were posted at City Hall and online. The CRC then held public hearings for those desiring to speak on 2013 funding allocations on April 9th, April 16th, April 23rd and April 30th.

On May 14, 2013 and July 1, 2013, the CRC made recommendations for the use of grant funding. A proposed summary of the 2013 use of funds and draft Action Plan was published in the Plano Star Courier newspaper on June 23, 2013. The 30 day public comment period began on June 24, 2013 and ended on July 23, 2013. In addition to listing CRC funding recommendations, it also explained how to obtain a copy of the City of Plano Draft 2013-14 Action Plan and noted the City Council public hearing date on July 22, 2013.

Summary of Citizen Comments

Comments received were made during CRC hearings by organization representatives regarding information presented in their written application. No other written or public comments have been received by City staff.

Resources

The City of Plano will use both CDBG and HOME funds during FY 2013. The following represents the FY 2013 CDBG and HOME entitlement allocations as compared to last year.

	FY 2012	FY 2013	Difference
CDBG	\$1,088,964	\$1,179,994	\$91,030
HOME	\$342,533	\$355,133	\$12,600
Total	\$1,431,497	\$1,535,127	\$103,630

The 2013 approval of HUD funds, despite sequestration, resulted in a 7.2% increase compared to funds available in 2012. However, decreases over previous consecutive years have had a continual impact on affordable housing, public services (social services), and grant administration.

For the upcoming grant year, our affordable housing programs will be funded with 63% of the CDBG allocation and 90% of the HOME allocation. Even with a slight increase overall, our affordable housing partners, Habitat for Humanity, Plano Housing Corporation and Christ United Methodist Church's 'House on the Corner' are still limited to a minimal number of potential homeowners they can assist.

In addition to allocated funds, the City expects to receive program income from rehabilitation and homebuyer loans from both the CDBG and HOME. In FY 2013, the City anticipates receiving at least \$120,000 in CDBG and \$3,000 in HOME program income.

The City will also use general fund dollars to further support objectives and outcomes established in the 2010-2014 Consolidated Plan via the Buffington Community Services Grant in totaling \$385,533 and 28% of indirect costs.

Additional resources to the community include the Plano Housing Authority which receives an annual contract of approximately \$5 million and assists more than 900 households with vouchers each month. The City has supported Low- Income Housing Tax Credit projects but is not involved in any projects at this time nor does the City expect to receive McKinney-Vento Homeless Assistance Act funds from the Metro Dallas Homeless Alliance Continuum of Care (CoC) during the upcoming grant year.

The City of Plano will meet the 25% HOME match requirement through volunteer labor and donations received by Habitat for Humanity of South Collin County's Plano projects and Christ United Methodist Church's 'House on the Corner' project.

The above mentioned federal funds will be used to leverage private sector and non-federal public resources to aid organizations in providing services to Plano residents. Funds provided by the City of Plano to organizations are not enough to support their entire program. For public service organizations, these funds help leverage state, foundation, and sometimes other federal dollars to provide a continuum of services. For non-public service organizations, CDBG and HOME funds are used to leverage private bank funds and other federal programs to assist homeowners and homebuyers in improving or purchasing a home.

2013-2014 City of Plano Action Plan

Annual Objectives

Annual objectives are summarized in Appendix A - HUD Table 3A.

Description of Activities

The following are activities for GY 2013. Additional information is available in Appendix C - HUD Table 3C.

DECENT HOUSING - DH	
Objective 1: Continue to preserve and enhance existing stock of homes occupied by low and moderate income owners.	
Agency, Program	City of Plano, Housing Rehabilitation
Amount, Source	\$713,800 (CDBG) \$120,000 (CDBG Program Income)
Activity	Provide low-interest loans for the rehabilitation and reconstruction of homes in Plano. Provide emergency repair grants and acquisition, rehabilitation and resale of single family homes. The proposed accomplishment is to assist 32 households. Estimated program income is based on loan repayment and is recovered for program use. Expected completion date is March, 2015.
Outcome	DH, Availability/Accessibility
Customer/Beneficiary	LMI households
Service Area	Community-wide
Objective 2: Continue to create affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation of land and properties for income qualifying households.	
Agency, Program	City of Plano, First Time Homebuyer Assistance and Education
Amount, Source	\$34,474 (CDBG) \$ 3,000 (HOME Program Income)
Activity	Provide operational support through program income and downpayment and closing cost assistance up to \$10,000 to low-to-moderate income families buying homes in Plano, including a mandatory eight hour homebuyer education class. The proposed accomplishment is to assist 10 households. Estimated completion date is September, 2014.
Outcome	DH, Affordability
Customer/Beneficiary	LMI households
Service Area	Community-wide

2013-2014 City of Plano Action Plan

Agency, Program	Christ United Methodist Church, House on the Corner
Amount, Source	\$46,800 (HOME)
Activity	Construct one affordable house on the church parking lot for an eligible homebuyer. The home will be transferred to a residential site. Estimated completion date is September, 2015.
Outcome	DH, Availability/Accessibility
Customer/Beneficiary	LMI households
Service Area	Community-wide
Agency, Program	Habitat for Humanity of South Collin County, Habitat Plano 2014
Activity	Acquire residential lots for the purpose of housing construction and/or purchase existing homes for rehabilitation and resale. New houses are energy star certified. The proposed accomplishment is to assist 5 households. Estimated completion date is September, 2015.
Amount, Source	\$163,700 (HOME)
Outcome	DH, Availability/Accessibility
Customer/Beneficiary	LMI households
Service Area	Community-wide
Agency, Program	Plano Housing Corporation, Acquisition, Rehabilitation and Sale of Homes
Activity	Purchase and develop residential lots and/or purchase existing homes for rehabilitation and resale at a discounted rate from appraised value. This activity is conducted by the City's designated Community Housing Development Organization (CHDO). The proposed accomplishment is to assist 2 households. Estimated completion date is September, 2015.
Amount, Source	\$109,200 (HOME)
Outcome	DH, Availability/Accessibility
Customer/Beneficiary	LMI households
Service Area	Community-wide

2013-2014 City of Plano Action Plan

2013-14 Decent Housing Outcome Summary

Rehabilitation/ Repair Goal	New Construction Goal	New Homeowner Goal	Total Outcome Goal
34 households	6 households	10 households	50 households

SUITABLE LIVING ENVIRONMENT - SL

Objective: Fund public service activities serving primarily lower income persons and those with special needs.

Agency, Program	City of Plano, Homelessness Prevention
Activity	Provide emergency rent/mortgage and utility assistance to alleviate the burden of unexpected crises. The proposed accomplishment is to assist 37 households. Estimated completion date is September, 2014.
Amount, Source	\$67,000 (CDBG)
Outcome	SL, Availability/Accessibility
Customer/Beneficiary	LMI households
Service Area	Community-wide
Agency, Program	Galaxy Counseling Center, Child and Family Counseling
Amount, Source	\$15,000 (CDBG)
Activity	Offer child and family counseling through affordable mental health services for families in need. The proposed accomplishment is to assist 44 individuals. Estimated completion date is September, 2014.
Outcome	SL, Availability/Accessibility
Customer/Beneficiary	LMI individuals
Service Area	Community-wide
Agency, Program	Boys and Girls Clubs of Collin County, SMART Moves
Activity	Provide a comprehensive prevention and education program for at-risk youth. The program is coordinated through the Douglass Community Center. The proposed accomplishment is to assist 109 individuals. Estimated completion date is September, 2014.
Amount, Source	\$35,000 (CDBG)
Outcome	SL, Availability/Accessibility
Customer/Beneficiary	LMI individuals
Service Area	Community-wide

2013-2014 City of Plano Action Plan

Agency, Program	Communities in School Dallas Region, CISDR Program
Activity	Provide counseling, academic and social support to at-risk youth. The program includes health and human service resources and referrals and encourages parental involvement. The proposed accomplishment is to assist 35 individuals. Estimated completion date is September, 2014.
Amount, Source	\$15,000 (CDBG)
Outcome	SL, Availability/Accessibility
Customer/Beneficiary	LMI individuals
Service Area	Armstrong Middle School
Agency, Program	Samaritan Inn, Inc., Transitional Residential Shelter Program
Activity	Provide shelter, encouragement and support services for the homeless. The program is designed to restore self sufficiency in the lives of each participant. The proposed accomplishment is to assist 50 individuals. Estimated completion date is September, 2014.
Amount, Source	\$35,000 (CDBG)
Outcome	SL, Availability/Accessibility
Customer/Beneficiary	LMI individuals
Service Area	Community-wide
Agency, Program	Texas Muslim Women's Foundation, Inc., Peace in the Home/Peaceful Oasis Shelter
Activity	Provide shelter and support services for domestic violence victims. Provide prevention and intervention services to restore wholeness in the lives of assisted individuals. The proposed accomplishment is to assist 7 individuals. Estimated completion date is September, 2014.
Amount, Source	\$15,000 (CDBG)
Outcome	SL, Availability/Accessibility
Customer/Beneficiary	LMI individuals
Service Area	Community-wide

2013-2014 City of Plano Action Plan

2013-14 Suitable Living Outcome Summary

Households	Individuals	Total Outcome Goal
37	245	282

ECONOMIC OPPORTUNITIES - EO

Objective: Create and/or expand opportunities for small businesses and/or microenterprises.

Agency, Program	LaunchAbility, Supported Employment
Activity	Provide job training and continued client support to obtain and retain employment. Provide skills assessment, individualized career plans and resume development. The proposed accomplishment is to assist 5 individuals. Estimated completion date is September, 2014.
Amount, Source	\$13,000 (CDBG)
Outcome	SL, Availability/Accessibility
Customer/Beneficiary	Severely disabled adults
Service Area	Community-wide

2013-14 Economic Opportunities Outcome Summary

Households	Individuals	Total Outcome Goal
0	5	5

OTHER OBJECTIVE

Agency, Program	City of Plano, Grant Administration
Activity	Provide oversight, monitoring, and coordination of the CDBG and HOME programs, as well as fair housing promotion, services, and counseling. The proposed accomplishment is to assist households and individuals city-wide. Estimated completion date is September, 2014.
Amount, Source	\$236,720 (CDBG) \$ 35,433 (HOME)
Outcome	DH, Administer Program
Customer/Beneficiary	LMI households and individuals
Service Area	Community-wide

Geographic Distribution/Allocating Priorities

All CDBG and HOME funds will be attributed to activities that benefit low- to moderate-income persons/families/households as required by legislation which governs these funds. The area median income for the City of Plano is \$67,500. Low- to moderate-income includes income levels at 80% or below the current median. In general, assistance is community-wide and not restricted to any particular geographic area within Plano city limits since needs are more wide-spread throughout the community.

Distribution of resources are:

Table .1 - CDBG

Activity	Maximum %	Allocated %
Grant Administration	20%	18%
Public Service	15%	15%
Housing	-----	67%

Table .2 - HOME

Activity	Max %	Min %	Allocated %
Grant Administration	10%	-----	10%
Community Housing Development Organization (CHDO)	-----	15%	30%
Non-CHDO Housing	-----	-----	60%

2013-2014 City of Plano Action Plan

Annual Affordable Housing Goals

The City of Plano uses the majority of HUD funds to improve affordable housing in Plano. The City's annual affordable housing goals highlight the areas that the City of Plano plans to address. The goals addressed each year change depending on the amount of HUD funding available. The following chart represents 2013-14 Affordable Housing Goals.

ANNUAL HOUSING COMPLETION GOALS: See Appendix B - HUD Table 3B

Grantee Name: City of Plano Program Year: 2013-14	Expected Annual # of Units to be Completed	Actual # Completed	Resources Used During the Period
BENEFICIARY GOALS (sec. 215)			
Homeless households	0	0	
Non-homeless households	87	0	CDBG, HOME
Special Needs households	0	0	
Total Sec. 215 Beneficiaries	0	0	
AFFORDABLE RENTAL HOUSING GOALS (sec. 215)			
Acquisition of existing units	0	0	
Production of new units	0	0	
Rehabilitation of existing units	0	0	
Rental Assistance	37	0	CDBG
Total Sec. 215 Affordable Rental	37	0	
AFFORDABLE OWNER HOUSING GOALS (sec. 215)			
Acquisition of existing units	2	0	CDBG, HOME
Production of new units	6	0	CDBG, HOME
Rehabilitation of existing units	32	0	CDBG
Homebuyer Assistance	10	0	CDBG
Total Sec. 215 Affordable Owner	50	0	
ANNUAL HOUSING GOALS			
Annual Rental Housing Goal	37	0	CDBG
Annual Owner Housing Goal	50	0	CDBG, HOME
Total Annual Housing Goal	87	0	CDBG, HOME

Explanation of Expected Numbers:

- **Non-Homeless Households:** Homelessness Prevention, First-Time Homebuyer, Plano Housing Corporation, Habitat for Humanity, Christ United Methodist, and Rehabilitation goals. These units may be provided to homeless or special needs households, but are not restricted to such.
- **Rental Assistance:** Homelessness Prevention goal
- **Acquisition of existing owner units:** Plano Housing Corporation goal
- **Production of new owner units:** Christ United Methodist and Habitat for Humanity goals
- **Rehabilitation of existing owner units:** Rehabilitation goal
- **Homebuyer Assistance:** First-Time Homebuyer goal

Public Housing

The Plano Housing Authority (PHA) fills an important need in the community for low income Plano residents. Through the use of Section 8 vouchers and a small portion of public housing units, Plano's most vulnerable populations avoid homelessness. The City of Plano will continue to work with the Plano Housing Authority to assist in encouraging residents to participate in the PHA Self Sufficiency Program. PHA residents participating in the program attend the City of Plano's eight hour, HUD-approved, homeownership class. After attending the class, the PHA leverages City of Plano First-Time Homebuyer funds to assist Self Sufficiency Program participants in becoming a homeowner.

Though PHA is not designated as "troubled" by HUD, the City of Plano continues to work with the PHA and is available to assist them, if needed.

Homeless and Special Needs

The City of Plano outlined its homeless strategy in its 2010-2014 Consolidated Plan. The strategies and objectives below will be funded by both City general funds and HUD funds. The City will use available resources toward reducing and ending homelessness as follows:

The City will provide funding to local agencies which offer homeless services and support the Collin County Homeless Coalition (CCHC) in uniting the community by increasing awareness, coordinating and facilitating information.

The City will (i) continue outreach and assistance by staff and the Police Department through participation in the (CCHC) annual Point-in-Time Homeless Count, (ii) fund and support local agencies with the creation of additional emergency shelter and transitional housing, (iii) support the CCHC's strategic plan efforts to focus on children and families, domestic violence victims and unaccompanied youth.

The City will continue its Homelessness Prevention Program coordinated through Samaritan Inn, Inc. The program provides rent/mortgage and/or utility assistance to eligible persons with extremely low to low-income. Case management is required to ensure participants of the program move from being at-risk of becoming homeless to stably housed.

The City supports Section 202 Housing through Plano Community Homes. In addition, city general funds will support Health Services of North Texas, Maurice Barnett Geriatric Wellness Center, Texas Muslim Women's Foundation, Inc., Hope's Door and LaunchAbility to support special needs populations including persons with HIV/AIDS, the elderly/frail elderly, domestic violence victims and persons with disabilities.

2013-2014 City of Plano Action Plan

Barriers to Affordable Housing

The City of Plano continues to work at removing barriers to affordable housing and prevent barriers from arising for Plano residents. In 2010, the City of Plano conducted an Analysis of Impediments to Fair Housing (AI). The AI produced a Fair Housing Action Plan that the City began following in 2010-11 and will continue to follow in 2013-14. The Fair Housing Action Plan suggested that the following activities be taken to reduce the fair housing impediments:

Action Item 1: Make it easier for residents to find information about fair housing and the complaint process. The City has improved its website by:

- Defining fair housing on the website. Discuss what fair housing is and provide the basics of the federal Fair Housing Act and the City's fair housing ordinance.
- Providing instructions for filing a complaint.
- Providing links to the Texas Workforce Commission Civil Rights Division (TWCCRD) and HUD's websites.
- Providing cross links with the Plano Housing Authority's website.

In addition, the City is partnering with the housing authority and local housing non-profits to promote education and understanding of fair housing laws and rights through some of the following activities:

- Fair housing presentations at neighborhood meetings and community events;
- Displaying fair housing brochures and posters at community/recreation centers, in schools, health clinics, non-profits and city/county agencies that are frequented by populations most vulnerable to housing discrimination.

Action Item 2: Continue policies to encourage and create mixed types of housing, affordable to households of all income levels.

- The City has several policies that encourage housing opportunities for low and moderate income households. The City's Housing Infill ordinance allows the City to acquire, donate land and/or allocate other funds toward the development of affordable housing.
- The City's Housing Density Policy Statement that is part of its Comprehensive Plan outlines guiding principles for the development of larger scale, multifamily developments to avoid concentrations of such housing types. The policy statement includes a discussion of the positives of multifamily developments and counters common myths about multifamily developments. The document is a very positive step toward increasing public awareness about housing diversity and reducing NIMBYism.
- The City is actively working to increase the mix of housing type and pricing in Plano through development of two new zoning districts.

- The City has a mobile home zoning district and allows by right a minimum single family house size of 800 square feet.
- The City has adopted the International Building Code and does not allow construction in the floodplain.

Fostering Affordable Housing

In 2013-14, the City will continue addressing all of the actions set forth in the AI as well as continue to work to ensure City zoning and other ordinances are conducive to the creation of more affordable housing in Plano. Organizations developing affordable housing in Plano will continue to receive funding to address the needs consistent with the Consolidated Plan. Additionally, through the City's Housing Rehabilitation program, the City of Plano will acquire and rehabilitate affordable homes (including foreclosures) for sale to low-to-moderate income households.

Meeting Underserved Needs

The need for assistance to help under-served populations in Plano continues to grow with the unstable economy and unemployment. Moreover, the long-term decrease in HUD funding, places a strain on the available funds to assist organizations helping under-served populations. The City of Plano will continue to address the gap in services and needs of under-served communities through City general funds. In an effort to further help under-served populations, the City's Community Relations Commission changed the funding priorities for City general funds. All City-funded FY 2013 activities provide short-term, urgent economic assistance or care services, offering immediate relief of crisis impacting the physical and/or mental health of Plano residents. General categories for such assistance and care include food, clothing, shelter, transportation, and medical or crisis counseling care.

The City will also address underserved needs in other areas such as business and outreach. The City's Housing Rehabilitation program diligently works to include minority and women-owned contractors in the program's contracting opportunities. Letters will continue to be sent describing the rehabilitation program and requesting applications be completed for inclusion on the home improvement and rehabilitation contractor list. City staff will make efforts to attend events and meetings that minority and women-owned contractors sponsor. Also, staff will continue to attend community meetings that are minority focused, such as "Unidos" held in the City of Plano in order to encourage minorities and women to participate in our programs.

Anti-Poverty Strategy

The City of Plano's anti-poverty strategies include assisting organizations that provide services for families living in poverty and to help families escape poverty. Through City general funds and HUD funds, families living in poverty have access to health care, education, food and support services. The City works closely with homeowners and community groups to promote neighborhood involvement and neighborhood revitalization which lead to the reduction of poverty and strengthen community and family values. Through the City's "Love Where You Live" program, neighborhoods are revitalized and communities are strengthened through acts of kindness, outreach and volunteerism. The program allows the City to collaborate with various community, faith-based, and educational groups to make neighborhood and home improvements. Using the City's Neighborhood Enhancement Tool, assessments are completed to decide which neighborhoods should be engaged in community projects. As a result, these anti-poverty strategies strengthen families and the entire community.

Lead Paint Hazards

Lead-based paint hazards are addressed through the Housing Rehabilitation program. Homes are evaluated for lead paint and, when necessary, such hazards are mitigated. Actions taken to reduce lead-based paint will be conducted in accordance with HUD's lead-based paint regulations. In addition,

2013-2014 City of Plano Action Plan

homes to be purchased through the First-Time Homebuyer Program that fail the required visual paint inspection may be mitigated for lead paint. If lead paint is present, the owner will be informed of the appropriate requirements to respond to the lead paint, and the purchase will not proceed with federal funds unless and until interim controls are completed.

Inter-agency Coordination

Inter-agency coordination is important to the institutional infrastructure surrounding HUD and city funded programs. Institutional structure is developed through financial assistance from the CDBG, HOME, City-funded grants, and other City general funds. Coordination between public and private housing agencies and social service agencies is promoted. For GY2013-14, a new collaboration between the City, Samaritan Inn, Inc. and the Assistance Center of Collin County has been established to provide transportation to homeless individuals who are potential clients for shelter services at Samaritan Inn, Inc. The City also participates in the Collin County Social Services Association, Collin County Homeless Coalition, Metro Dallas Homeless Alliance (MDHA)-Continuum of Care, National Community Development Association and the Texas Health Resources Community Council. Public housing resident initiatives are supported by the Plano Housing Authority. The City also coordinates with Texas Department of Housing and Community Affairs (TDHCA), local faith-based groups and banks to address the needs of Plano residents.

Program Specific Requirements

The purpose of monitoring activities funded by HUD and the City of Plano is to ensure that the activity is successfully carried out and compliant with all applicable rules and regulations. Where the activity is to be performed by a subrecipient or a CHDO, a contract between the agency and the City is signed. The contract specifies what will be done with the money allocated, and the rules and regulations which apply. In addition, City staff will meet with the agencies prior to the start of the grant year to explain the required record-keeping and provide each agency a compliance manual online.

To ensure that HOME and CDBG funds for affordable housing are committed and spent in a timely manner, the City will review monthly the progress of expenditures. In situations where the expenditures are not timely, staff will work with the subrecipient or CHDO to rectify the situation.

The monitoring process consists of the following steps:

1. Notification to subrecipient or CHDO of scheduled monitoring visit.
2. Entrance conference with agency staff to explain what will be done during the visit.
3. Review documents justifying expenditures and work completed or in progress to determine the quality of the work and whether it complies with regulations and codes.
4. Financial and program review of income qualification documents, when applicable.
5. Review of HOME match documentation, when applicable.
6. On-site inspection of housing units under way and completed, where applicable.
7. Exit conference to report tentative conclusions and findings to agency staff.
8. Written follow-up detailing any problems found and request for a response explaining how the problem(s) will be corrected.
9. When necessary, additional follow-up visit to see that problems have been corrected, including re-inspection for cited corrections in housing units.

In most cases, monitoring visits will be conducted when work is complete. However, in some instances, particularly with new subrecipients or CHDOs, more frequent monitoring visits will be conducted.

HOME funds will not be used for rental assistance; therefore, there will be no requirement to monitor for long-term compliance with property standards.

CDBG

In accordance with HUD requirements set forth in 91.220(l)(1), the information below addresses the 2013-14 CDBG programmatic status.

1. The City expects to receive \$120,000 in CDBG program income from low-interest rehabilitation loans during GY2013-14. The City does not have float-funded activities.
2. All program income from the preceding program year was included in the 2011 CAPER.
3. The City does not have a Section 108 loan project.
4. The City does not have surplus funds related to any urban renewal settlement.
5. Grant funds returned to the line of credit were included in a prior Action Plan.
6. The City does not have float-funded activities.
7. The City has not certified any urgent need activities.
8. The City estimates at least 80% of all CDBG funds will be used on activities to benefit persons of low- and moderate-income.

HOME

The *Consolidated and Further Continuing Appropriations Act of 2012* P.L. 112-55) imposed new requirements on projects that receive funds from the HOME Investment Partnerships Program (HOME) for FY 2012 and beyond. City staff has implemented the new requirements into our procedures and written agreements for developers.

1. The City will not use forms of investment other than those described in 24 CFR 92.205(b). Guidelines of resale or recapture
2. The City will not use HOME funds to refinance existing debt secured by multifamily housing.
3. To ensure affordability, the City of Plano will impose recapture requirements on homeownership projects receiving subsidy that do not continue to reside in the residence for the entire affordability term.

Homebuyer HOME assistance will be provided as a deferred payment loan, amortizing annually over the course of the minimum period of affordability. If the homeowner sells the property at any time prior to the end of the affordability period, he/she will be expected to pay the full unamortized amount due at the time of sale. If, however, the net proceeds of the sale, less the amount of homeowner investment (defined as down payment and documented capital improvements), is less than the unamortized amount remaining, the City will share the net proceeds with the homeowner. The net proceeds will be divided proportionally according to the following mathematical formulas:

$$\frac{\text{HOME Subsidy}}{\text{HOME investment} + \text{homeowner investment}} \times \text{Net Proceeds} = \text{HOME amount recaptured by P.J.}$$

$$\frac{\text{Homeowner Investment}}{\text{HOME subsidy} + \text{homeowner investment}} \times \text{Net proceeds} = \text{Amount to homeowner}$$

2013-2014 City of Plano Action Plan

The City will apply HOME Resale provisions when there is no direct subsidy made to the homebuyer, meaning no funds to recapture. Resale would normally occur with funds provided to developers. The home will be sold to qualified low-to-moderate income buyers, the sales price will remain affordable, and the seller will receive a fair return. Projects only involving development subsidy will not be subject to recapture.

4. The City will not provide HOME Tenant-Based Rental Assistance.
5. The City will not use forms of investment other than those described in 24 CFR 92.205(b).
6. The City believes individuals of similar economic levels in the same housing market areas should have available to them a like range of housing choices regardless of their race, color, religion, sex, age, handicap, familial status, or national origin. This policy will be carried out by including the Equal Housing Opportunity logo on all materials sent to owners and tenants, requirements to include the "Equal Housing Opportunity" phrase in advertisement and display the Fair Housing Poster in management offices.
7. The City encourages MWBEs to contract for construction projects through solicitation, requiring prime contractors to take affirmative steps for subcontracts, dividing tasks and including MWBE criteria with additional points when feasible.
8. The City will not use HOME funds to refinance existing debt secured by multifamily housing.

Summary Statement

In summary, the City developed this document to describe future community development activities that will take place in the upcoming fiscal year. The document will serve as a guide to achieving objectives and outcomes set forth in the 2010-2014 Consolidated Plan during FY 2013. It is designed to meet HUD requirements set forth in Title 24 Part 91.220. Activities in this plan serve as an avenue to improve the quality of life for all Plano residents and revitalize the community. Citizens are encouraged to read this document and submit comments and/or questions to City staff.

Appendices

Appendix A.....HUD Table 3A

Appendix B.....HUD Table 3B

Appendix C.....HUD Table 3C

	Public Facilities Objectives					
N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Public Services Objectives					
N/A	N/A	N/A	N/A	N/A	N/A	N/A
SL-1.4	Provide availability/accessibility to at-risk youth <i>(Boys and Girls Clubs of Collin County)</i>	CDBG: \$35,000	Total number of persons assisted with new /improved access to service	82	N/A	SL-1
SL-1.5	Provide availability/accessibility to at-risk youth <i>(Communities in Schools)</i>	CDBG: \$15,000	Total number of persons assisted with new /improved access to service	35	N/A	SL-1
SL-1.6	Provide availability/accessibility to child and family counseling services <i>(Galaxy Counseling Center)</i>	CDBG: \$15,000	Total number of persons assisted access to service	44	N/A	SL-1
	Economic Development Objectives					
EO-1	Provide availability/accessibility to economic opportunity <i>(LaunchAbility)</i>	CDBG: \$13,000	Number of persons assisted with new/ improved access to service	5	N/A	EO-1
	Other Objectives					
DH-1.6	Provide availability/accessibility by assisting in the creation of decent affordable housing <i>(City of Plano Grant Administration)</i>	CDBG: \$236,720 HOME: \$35,433	N/A	N/A	N/A	N/A

***Outcome/Objective Codes**

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Table 3B
ANNUAL AFFORDABLE HOUSING COMPLETION GOALS

Grantee Name: City of Plano Program Year: 2013-2014	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	Resources used during the period			
			CDBG	HOME	ESG	HOPWA
BENEFICIARY GOALS (Sec. 215 Only)						
Homeless households	0		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-homeless households	87		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special needs households	0		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Sec. 215 Beneficiaries*	87		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENTAL GOALS (Sec. 215 Only)						
Acquisition of existing units	0		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units	0		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units	0		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance	37		<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Total Sec. 215 Affordable Rental	37		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HOME OWNER GOALS (Sec. 215 Only)						
Acquisition of existing units	2		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Production of new units	6		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Rehabilitation of existing units	32		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Homebuyer Assistance	10		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Total Sec. 215 Affordable Owner	50		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMBINED RENTAL AND OWNER GOALS (Sec. 215 Only)						
Acquisition of existing units	2		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Production of new units	6		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units	32		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance	37		<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Homebuyer Assistance	10		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Combined Total Sec. 215 Goals*	87		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing)						
Annual Rental Housing Goal	37		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual Owner Housing Goal	50		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Overall Housing Goal	87		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* The total amounts for "Combined Total Sec. 215 Goals" and "Total Sec. 215 Beneficiary Goals" should be the same number.

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Plano

Priority Need

Owner Occupied Housing/Rental Housing

Project Title

Housing Rehabilitation

Description

This program provides low-interest rehabilitation and reconstruction loans to low- and moderate-income owner-occupied and rental housing; some of which may include historic preservation. Terms of loans are based on need and ability to repay. The program also provides for the acquisition, rehabilitation and resale of single family homes to low and moderate-income homebuyers. Activity location is city-wide.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Community-wide

City, State, Zipcode: Plano, TX 75074

Objective Number DH1.1	Project ID
HUD Matrix Code 14A	CDBG Citation 24 CFR 570.202(b)/208(a)(3)
Type of Recipient Local government	CDBG National Objective Benefit L/M Housing
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Total number of units	Annual Units 32
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$833,800
ESG	
HOME	
HOPWA	
Total Formula	\$833,800
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$833,800

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Plano

Priority Need

Owner Occupied Housing

Project Title

Homebuyer Assistance and Education

Description

This program provides downpayment and closing cost assistance utilizing deferred-payment loans of up to \$10,000 to low- to moderate-income families buying homes in Plano, including a mandatory eight hour homebuyer education class.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Community-wide

City, State, Zipcode: Plano, TX 75074

Objective Number DH1.2	Project ID
HUD Matrix Code 13	CDBG Citation 24 CFR 92.205(a)(1) and 24 CFR 570.201(n)
Type of Recipient Local government	CDBG National Objective Benefit L/M Housing
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Total number of units	Annual Units 32
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$34,474
ESG	
HOME	\$ 3,000
HOPWA	
Total Formula	\$37,474
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$37,474

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Plano

Priority Need

Owner Occupied Housing

Project Title

Christ United Methodist Church – House on the Corner

Description

This activity will provide funding to construct one affordable house for an eligible homebuyer.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

3101 Coit Road

City, State, Zipcode: Plano, TX 75075

Objective Number DH1.3	Project ID
HUD Matrix Code 12	CDBG Citation 24 CFR 92.205(a)(1)
Type of Recipient Sub-recipient	CDBG National Objective Benefit L/M Housing
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2015
Performance Indicator Total number of units	Annual Units 1
Local ID	Units Upon Completion

Funding Sources:

CDBG	.....
ESG	.....
HOME	\$46,800
HOPWA	.....
Total Formula	\$46,800
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$46,800

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Plano

Priority Need

Owner Occupied Housing

Project Title

Habitat for Humanity of South Collin County – Habitat Plano 2014

Description

This activity will provide funding to acquire residential lots for the purpose of housing construction and/or purchase existing homes for rehabilitation and resale.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Community-wide

City, State, Zipcode: Plano, TX 75074

Objective Number DH1.4	Project ID
HUD Matrix Code 01	CDBG Citation 24 CFR 92.205(a)(1)
Type of Recipient Sub-recipient	CDBG National Objective Benefit L/M Housing
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2015
Performance Indicator Total number of units	Annual Units 5
Local ID	Units Upon Completion

Funding Sources:

CDBG	.....
ESG	.....
HOME	\$163,700
HOPWA	.....
Total Formula	\$163,700
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$163,700

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Plano

Priority Need

Owner Occupied Housing

Project Title

Plano Housing Corporation – Acquisition, Rehabilitation and Sale of Homes

Description

This activity will provide funding to purchase and develop residential lots and/or purchase existing homes for rehabilitation and resale.

- Objective category:** Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Community-wide

City, State, Zipcode: Plano, TX 75074

Objective Number DH1.5	Project ID
HUD Matrix Code 14G/21 I	CDBG Citation 24 CFR 570.201(a,p),202/ 208(a)(3), and 24 CFR 92.208
Type of Recipient Sub-recipient	CDBG National Objective Benefit L/M Housing
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2015
Performance Indicator Total number of units	Annual Units 2
Local ID	Units Upon Completion

Funding Sources:

CDBG	.....
ESG	.....
HOME	\$109,200
HOPWA	.....
Total Formula	\$109,200
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$109,200

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Plano

Priority Need

Public Service

Project Title

Homelessness Prevention

Description

This activity will provide rent/mortgage and/or utility assistance for Plano families who are at immediate risk of homelessness. The activity is administered by Samaritan Inn, Inc.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

1701 N McDonald Street

City, State, Zipcode: McKinney, TX 75071

Objective Number SL-1.1	Project ID
HUD Matrix Code 05Q	CDBG Citation 24 CFR 570.201(e)/208(a)(2)
Type of Recipient Sub-recipient	CDBG National Objective Benefit L/M Clientele
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Total number of households	Annual Units 37
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$67,000
ESG	
HOME	
HOPWA	
Total Formula	\$67,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$67,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Plano

Priority Need

Public Service

Project Title

Transitional Residential Shelter Program

Description

This activity will provide shelter, encouragement and support services for the homeless. The program is designed to restore self-sufficiency in the lives of each participant. The activity is administered by Samaritan Inn, Inc. in collaboration with the Assistance Center of Collin County.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

1701 N McDonald Street & 900 E 18th Street

City, State, Zipcode: McKinney, TX 75071 & Plano, TX 75074

Objective Number SL-1.2	Project ID
HUD Matrix Code 05U	CDBG Citation 24 CFR 570.201(e)
Type of Recipient Sub-recipient	CDBG National Objective Benefit L/M Clientele
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Total number of individuals	Annual Units 50
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$35,000
ESG	
HOME	
HOPWA	
Total Formula	\$35,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$35,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Plano

Priority Need

Public Service

Project Title

Texas Muslim Women's Foundation – Peace in the Home/Peaceful Oasis

Description

This activity will provide funding for emergency shelter and support including prevention and intervention services to restore wholeness in the lives of domestic violence victims.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

PO Box 863388

City, State, Zipcode: Plano, TX 75086

Objective Number SL- 1.3	Project ID
HUD Matrix Code 05G	CDBG Citation 24 CFR 570.201(e)
Type of Recipient Sub-recipient	CDBG National Objective Benefit L/M Clientele
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Total number of individuals	Annual Units 7
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$15,000
ESG	
HOME	
HOPWA	
Total Formula	\$15,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$15,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Plano

Priority Need
Public Service

Project Title
Boys and Girls Clubs of Collin County – SMART Moves

Description
This activity will provide funding to support a comprehensive prevention and education program for at-risk youth.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area
1111 Avenue H

City, State, Zipcode: Plano, TX 75074

Objective Number SL-1.4	Project ID
HUD Matrix Code 05D	CDBG Citation 24 CFR 570. 201(e) /208(a)(2)
Type of Recipient Sub-recipient	CDBG National Objective Benefit L/M Clientele
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Total number of individuals	Annual Units 109
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$35,000
ESG	
HOME	
HOPWA	
Total Formula	\$35,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$35,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Plano

Priority Need

Public Service

Project Title

Communities in Schools Dallas Region – CISDR Program

Description

This activity will provide funding for counseling, academic and social support services to at-risk youth at Armstrong Middle School.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

3805 Timberline Drive

City, State, Zipcode: Plano, TX 75074

Objective Number SL-1.5	Project ID
HUD Matrix Code 05D	CDBG Citation 24 CFR 570. 201(e) /208(a)(2)
Type of Recipient Sub-recipient	CDBG National Objective Benefit L/M Clientele
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Total number of units	Annual Units 32
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$15,000
ESG	
HOME	
HOPWA	
Total Formula	\$15,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$15,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Plano

Priority Need

Public Service

Project Title

Galaxy Counseling Center – Child and Family Counseling

Description

This activity will provide funding to offer child and family counseling through affordable mental health services for families in need.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

2600 K Avenue

City, State, Zipcode: Plano, TX 75074

Objective Number SL- 1.6	Project ID
HUD Matrix Code 050	CDBG Citation 24 CFR 570.201(e)
Type of Recipient Sub-recipient	CDBG National Objective Benefit L/M Clientele
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Total number of individuals	Annual Units 44
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$15,000
ESG	
HOME	
HOPWA	
Total Formula	\$15,000
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$15,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name City of Plano

Priority Need

Public Services

Project Title

LaunchAbility – Supported Employment

Description

This activity will provide funding for job training and continued client support to obtain and retain employment.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

4350 Sigma Road, Suite 100

City, State, Zipcode: Dallas, TX 75244

Objective Number EO-1	Project ID	Funding Sources: CDBG \$13,000 ESG HOME HOPWA Total Formula \$13,000 Prior Year Funds Assisted Housing PHA Other Funding Total \$13,000
HUD Matrix Code 05H	CDBG Citation 24 CFR 570.201(e)/208(a)(2)	
Type of Recipient Sub-recipient	CDBG National Objective Benefit L/M Clientele	
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014	
Performance Indicator Total number of individuals	Annual Units 5	
Local ID	Units Upon Completion	

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name City of Plano

Priority Need

Planning/Administration

Project Title

Grant Administration

Description

This activity will provide oversight, monitoring and coordination of the CDBG and HOME programs, as well as fair housing promotion, services and counseling.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

1520 K Avenue

City, State, Zipcode: Plano, TX 75074

Objective Number DH1.6	Project ID
HUD Matrix Code 21A/21H	CDBG Citation 24 CFR 570.206(a,c), and 24 CFR 92.207
Type of Recipient Local government	CDBG National Objective Benefit L/M Housing
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator N/A	Annual Units N/A
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$236,720
ESG	
HOME	\$35,433
HOPWA	
Total Formula	\$272,153
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$272,153

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs



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:		July 22, 2013			
Department:		Planning			
Department Head		Phyllis Jarrell			
Agenda Coordinator (include phone #): Karen Suiter x7566					
CAPTION					
Consideration of a Resolution of the City Council of the City of Plano, Texas, authorizing the filing of applications for Federal Funds in an amount not to exceed \$1,535,127 under the Housing and Community Development Act and the HOME Investment Partnership Act; designating Bruce D. Glasscock as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an 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:	2013-14 & 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	1,535,127	1,535,127
BALANCE		0	0	1,535,127	1,535,127
FUND(S): CDBG & HOME GRANT FUNDS					
COMMENTS: This item will allow the City of Plano to file grant applications, in the amount of \$1,535,127, to provide annual funding for the CDBG and HOME programs projected to impact fiscal year 2013-14. STRATEGIC PLAN GOAL: Filing for Federal grant funds for the CDBG and HOME programs relates to the City's goals of Great Neighborhoods - 1 st Choice to Live, Financially Strong City with Service Excellence, and Partnering for Community Benefit.					
SUMMARY OF ITEM					
This resolution authorizes the City Manager to apply to HUD for Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution			None		

A Resolution of the City Council of the City of Plano, Texas, authorizing the filing of applications for Federal Funds in an amount not to exceed \$1,535,127 under the Housing and Community Development Act and the HOME Investment Partnership Act; designating Bruce D. Glasscock as Chief Executive Officer and authorized representative of the City for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.

WHEREAS, the City of Plano is eligible to receive certain funds under the Housing and Community Development Act of 1974 as amended, in the amount of \$1,179,994 based on the adopted Community Development Block Grant budget for entitlement communities; certain funds under the HOME Investment Partnership Act of 1990 as amended, in the amount of \$355,133 based on the adopted HOME Investment Partnership grant budget for entitlement communities for the 2013-2014 program year; and

WHEREAS, it is in the public interest of the citizens of the City of Plano that application be made for such funding; and

WHEREAS, the 2013-2014 summary of Community Development Block Grant and HOME Investment Partnership Objectives has been adopted by the City of Plano as its official 2013-2014 Community Development Program budget and as the Action Plan for 2013-2014.

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

SECTION I. – Bruce D. Glasscock, City Manager of the City of Plano, is hereby authorized to file an application for funds under the Housing and Community Development Act of 1974 as amended and the HOME Investment Partnership Act of 1990 as amended on behalf of the City of Plano, Texas, and to certify to all understandings and assurances required under said Acts, including but not limited to, OMB circulars A-95 and A-1020 and Federal Management Circular 74-4, National Environmental Policy Act of 1969, Titles VI and VII of the Civil Rights Act of 1964 and 1968 respectively, Executive Orders 11063 and 11246, and such other assurances and understandings as may be required.

SECTION II. - Bruce D. Glasscock, City Manager, is hereby designated as the Chief Executive Officer and authorized representative of the City of Plano, Texas, for the purpose of acting in connection with the application and providing such additional information as may be required.

SECTION III. - This resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 22ND DAY OF JULY, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

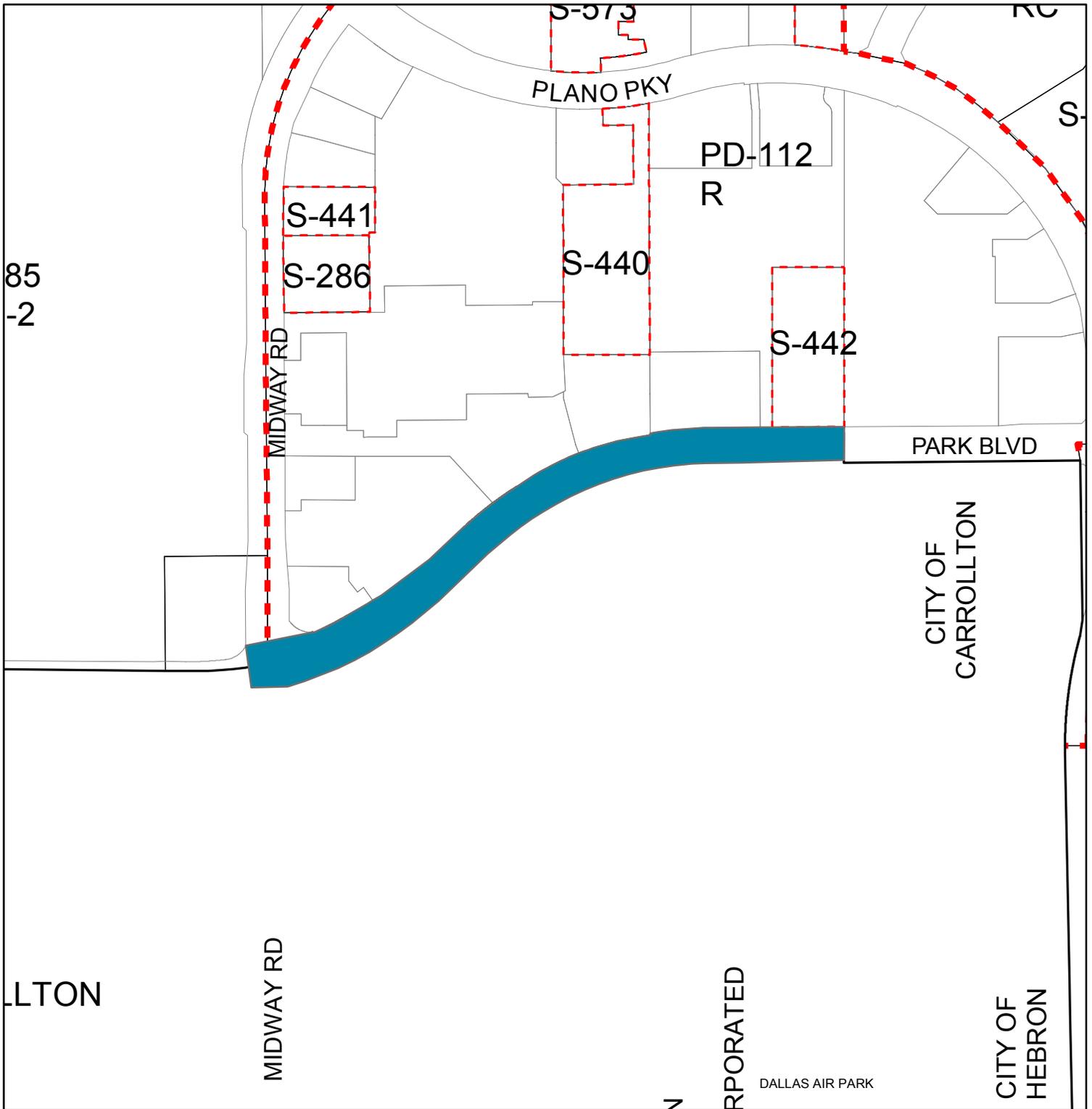
Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

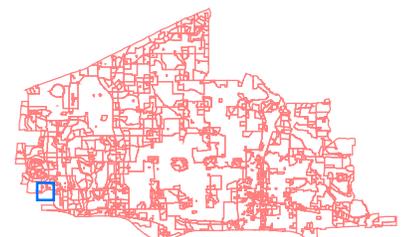


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/22/13		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey - 7156				
CAPTION				
Public Hearing and Consideration of Annexation Case A2013-01 – Request to annex 3.14± acres of land located within the right-of-way of West Park Boulevard east of Midway Road, including the intersection of the two roadways, in the J. Myers Survey, Abstract No. 619 (Collin County) and the J. Myers Survey, Abstract No. 882 (Denton County). Applicant: City of Plano				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Working with neighboring municipalities to standardize city boundaries and clarify emergency response responsibilities relates to the City's goal of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This is the first Public Hearing for this annexation request. The cities of Plano and Carrollton, along with the Town of Hebron, are working to standardize the city limit lines along West Park Boulevard and other streets in the area. This section of West Park Boulevard lies primarily in Collin County with a small portion in Denton County. Annexing the right-of-way into Plano will clarify responsibility for emergency response for this stretch of roadway as well as for the intersection of Midway Road and West Park Boulevard. No action needs to be taken with the Public Hearing. The second required Public Hearing will be held at the July 24, 2013 City Council meeting, and the annexation will be finalized in August. In compliance with state law, a service plan is attached which outlines the provision of city services to the area.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Map Service Plan				



ANNEXATION CASE #2013-01



○ 200' Notification Buffer

EXHIBIT "B"

CITY OF PLANO, COLLIN AND DENTON COUNTIES, TEXAS

SERVICE PLAN FOR ANNEXED AREA
(Annexation Case No. A2013-01)

Acreage Annexed:

3.14± acres

Survey, Abstract and County:

J. Myers Survey, Abstract No. 619, Collin County, Texas
J. Myers Survey, Abstract No. 882, Denton County, Texas

Date of Adoption of Annexation Ordinance:

August 26, 2013

Municipal services to the acreage described above shall be furnished by or on behalf of the City of Plano, Texas, at the following levels and in accordance with the following schedule:

A. Police Service

(1) Patrolling, responses to calls, and other routine police services, within the limits of existing personnel and equipment, will be provided on the effective date of annexation.

(2) As development and construction commence within this area, sufficient police personnel and equipment will be provided to furnish this area the minimum level of police services comparable to the level of police services available in other parts of the city with similar characteristics of topography, land utilization, and population density as determined by the City Council within two and one-half (2 1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within the area, whichever occurs later.

(3) Upon ultimate development of the area, the same level of police services will be provided to this area as are furnished throughout the city.

B. Fire Services

(1) Fire protection by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, will be provided to this area on the effective date of the annexation ordinance.

(2) As development and construction of subdivisions commences within this area, sufficient fire and emergency ambulance equipment will be provided to furnish this area a level of fire and emergency ambulance services comparable to the level of fire and emergency ambulance services available in other parts of the city with similar characteristics of topography, land utilization, and population density, as determined by the City Council, within two and one-half (2 1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within this area, whichever occurs later.

(3) Upon ultimate development of the area, the same level of fire and emergency ambulance services will be provided to this area as are furnished throughout the city.

C. Environmental Health and Building Inspection Services

(1) Enforcement of the city's environmental health ordinances and regulations, including but not limited to weed and brush ordinances, junked and abandoned vehicle ordinances, food handlers ordinances and animal control ordinances, shall be provided within this area on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

Complaints of ordinance or regulation violations within this area will be answered and investigated by existing personnel beginning with the effective date of the annexation ordinance.

(2) The city's building, plumbing, electrical, gas, heating and air conditioning, and all other construction codes will be enforced within this area beginning with the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

(3) The city's zoning, subdivision, and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.

(4) All inspection services furnished by the City of Plano, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance.

(5) As development and construction commence within this area, sufficient personnel will be provided to furnish this area the same level of Environmental Health and Building Inspection services as are furnished throughout the city.

D. Planning and Zoning Services

The planning and zoning jurisdiction of the city will extend to this area on the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the city's Zoning Ordinance and Comprehensive Plan.

E. Recreation and Leisure Services

(1) Residents of this property may utilize all existing recreational and leisure services facilities and sites throughout the city, beginning with the effective date of this ordinance.

(2) Additional facilities and sites to serve this property and its residents will be acquired, developed, and maintained at locations and times provided by applicable plans, policies and programs, and decisions of the City of Plano. This property will be included in all plans for providing recreation and leisure services to the city. The same level of recreation and leisure services shall be furnished to this property as is furnished throughout the city.

(3) Existing parks, playgrounds, swimming pools, and other recreation and leisure facilities within this property shall, upon dedication to and acceptance by the city, be maintained and operated by the City of Plano; but not otherwise.

F. Solid Waste Collection

(1) Solid waste collection shall be provided to the property in accordance with existing city policies, beginning on the effective date of the annexation ordinance.

(2) As development and construction commence within this property, and population density increases to the proper level, solid waste collection shall be provided to this property in accordance with then current policies of the city as to frequency, charges and so forth.

(3) Solid waste collection, through the use of reusable containers for commercial accounts, shall be available to this property through and in accordance with the terms of the city's contract with a private company, beginning with the effective date of the annexation ordinance.

G. Streets

(1) The City of Plano's existing policies with regard to street maintenance, applicable throughout the entire city, shall apply to this property on the effective date of the annexation ordinance.

(2) As development, improvement, or construction of streets to city standards commence within this property, the policies of the City of Plano with regard to participation in the costs thereof, acceptance upon completion, and maintenance after completion, shall apply.

(3) The same level of maintenance shall be provided to streets within this property which have been accepted by the City of Plano as is provided to city streets throughout the city.

(4) Street lighting installed on streets shall be maintained by TU Electric Company in accordance with current city policies.

H. Water Services

(1) Connection to existing city water mains for water service for domestic, commercial, and industrial use within this property, will be provided in accordance with existing city policies. Upon connection to existing mains, water will be provided at rates established by city ordinances for such service throughout the city.

(2) Water mains of the city will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable city ordinances and regulations. Such extensions necessary to provide water services to the area that are comparable to the level of water service available in other parts of the city with similar characteristics of topography, land utilization and population density will be completed within two and one-half (2 1/2) years from the effective date of the annexation ordinance, such period may be extended to not more than four and one-half (4 1/2) years as determined by the City Council.

(3) Water mains which are within the annexed area and are connected to city mains shall be maintained by the City of Plano beginning with the effective date of the annexation ordinance.

(4) Private water lines within this property shall be maintained by their owners, in accordance with existing policies applicable throughout the city.

I. Sanitary Sewer Services

(1) Connections to existing city sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with existing city policies. Upon connection, sanitary sewage service will be provided at rates established by city ordinances for such service throughout the city.

(2) Sanitary sewage mains and/or lift stations which are within the annexed area and are connected to city mains shall be maintained by the City of Plano beginning with the effective date of the annexation ordinance.

(3) Sanitary sewer mains of the city will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable city ordinances and regulations. Such extensions necessary to provide water services to the area that are comparable to the level of water service available in other parts of the city with similar characteristics of topography, land utilization and population density will be completed within two and one-half (2 1/2) years from the effective date of the annexation ordinance, but such period may be extended to not more than four and one-half (4 1/2) years as determined by the City Council.

J. Miscellaneous

(1) Any facility or building located within the annexed area and utilized by the City of Plano in providing services to the area will be maintained by the city commencing upon the date of use or the effective date of the annexation ordinance, whichever occurs later.

(2) General municipal administration and administrative services of the city shall be available to the annexed area beginning with the effective date of the annexation ordinance.

K. Agreement and Acceptance

It is agreed, as signified by the adoption of the Service Plan by the city and signature of acceptance by the landowner(s) of the annexed area, that:

(1) In the event the Service Plan is not fulfilled, the landowner may (1) seek to enforce the Service Plan by applying for a writ of mandamus not later than the second anniversary of the date the landowner knew or should have known that the city was not complying with the Service Plan, or (2) seek disannexation pursuant to Section 43.141 of the Local Government Code.

(2) The provisions of the city's Subdivision Ordinance and other city ordinances and regulations requiring the construction of capital improvements or funding of capital improvements are incorporated into this Service Plan by reference as if fully set forth herein. Nothing in this Service Plan shall be construed to alleviate the landowner's responsibility to construct and fund such capital improvements as required by such ordinances. By its agreement to this Service Plan and by virtue of the landowner's petition to be annexed into the city, the landowner agrees to abide by such ordinances and regulations.

OWNER

DATE

DATE: July 2, 2013
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of July 1, 2013

**AGENDA ITEM NO. 6A - PUBLIC HEARING
ZONING CASE 2013-11
APPLICANT: RANDALL'S FOOD & DRUG, LP**

Request for Specific Use Permit for Patio Home on 6.1± acres located on the north side of McDermott Road, 370± feet west of Custer Road. 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:** 0 **OPPOSE:** 0

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: July 22, 2013 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/av

xc: David Hardin, Randall's Food & Drug, LP
Tom Juhn, JBI Partners

CITY OF PLANO
PLANNING & ZONING COMMISSION

July 1, 2013

Agenda Item No. 6A

Public Hearing: Zoning Case 2013-11

Applicant: Randall's Food & Drug, L.P.

DESCRIPTION:

Request for Specific Use Permit for Patio Home on 6.1± acres located on the north side of McDermott Road, 370± feet west of Custer Road. Zoned Retail.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for Patio Home (PH). The subject property is a 6.1±-acre undeveloped tract located on the north side of McDermott Road, 370± feet west of Custer Road and is zoned Retail (R). The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling and warehousing. The R district allows PH development with approval of an SUP. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. PH developments are intended to provide for areas of detached, zero lot line, single-family residences in a clustered lot pattern with a common usable open space system that is an integral part of the development.

A preliminary site plan, Renaissance Addition, accompanies this SUP request.

Surrounding Land Use and Zoning

The property to the north of the area of request, across Bent Horn Drive, is an existing residential subdivision zoned Planned Development-14-Patio Home (PD-14-PH). To the east, across Custer Road, the property is undeveloped and is located within the City of Allen. To the south, across McDermott Road, is an existing retail development zoned R. To the west of the subject property is an existing residential subdivision zoned Single-Family Residence-7 (SF-7).

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Residential with Neighborhood Commercial at the intersection of Custer Road and McDermott Road. The request is in conformance to the Future Land Use Plan.

Adequacy of Public Facilities - Water and sanitary sewer services are available to serve the subject property via extensions from Custer Road and McDermott Road. However, the applicant will need to verify that the sanitary sewer capacity is sufficient to accommodate the proposed change in use from commercial to single-family residential.

School Capacity - This area is served by Anderson Elementary School, Vandeventer Middle School and Liberty High School in the Frisco Independent School District (FISD). Based upon the current projections and feeder alignments, FISD has determined that there is sufficient capacity to serve the additional homes.

Public Safety Response Time - Based upon existing personnel, equipment and facilities, fire emergency response times would be acceptable for single-family development in this location.

Access to and Availability of Amenities and Services - This area is served by an existing neighborhood park, Ridgeview Park.

The subject property is located within the Davis and Schimelpfenig Library service areas, and service to the residents of this new area would be possible with the current library resources.

Interim Amendments to the Comprehensive Plan

In April 2012, the City Council adopted interim amendments to the Land Use Element of the Comprehensive Plan which included recommendations pertaining to the use of the city's undeveloped land. Two of these recommendations are applicable to this SUP request.

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services.

The proposed site is served by Ridgeview Park. Additionally, FISD representatives have stated that there is sufficient school capacity to serve the additional homes. The Fire Department has determined that response times are sufficient for single-family development at this location. Therefore, this request is consistent with this interim amendment to the Comprehensive Plan.

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

The applicant is proposing 31 residential lots on the subject property. Residential development at this location would expand on the existing single-family subdivisions to the west and to the north, across Bent Horn Drive. The proposed north-south street would be a continuation of Blue Water Drive which provides connectivity to the residential subdivision to the north. The request is therefore in conformance with this policy recommendation.

Retail Zoning

In 2003, City Council adopted the *Retail Study of Underperforming and Vacant Retail Areas* initiated by the cities of Carrollton, Richardson, and Plano. This study examined the retail market conditions in the three cities and offered alternatives to address underperforming and vacant retail properties. The study identified Plano as having an overabundance of R zoning. The proposed PH subdivision would help reduce the amount of undeveloped retail zoned property within the city.

As a result of this study, City Council amended the R zoning district to allow Single-Family Residence-Attached (SF-A), Two-Family Residence (2F) and PH development with an SUP. The Zoning Ordinance allows these types of residential development in R zoning districts as long as the following criteria are met:

1. The proposed type of residential development (i.e., SF-A, 2F, PH) complies with the respective zoning district standards for that type of residential development;
2. The use is developed on individually platted lots;
3. The use abuts residential zoned land that is not separated by a Type C or larger thoroughfare;
4. The use has a minimum land area of five acres.

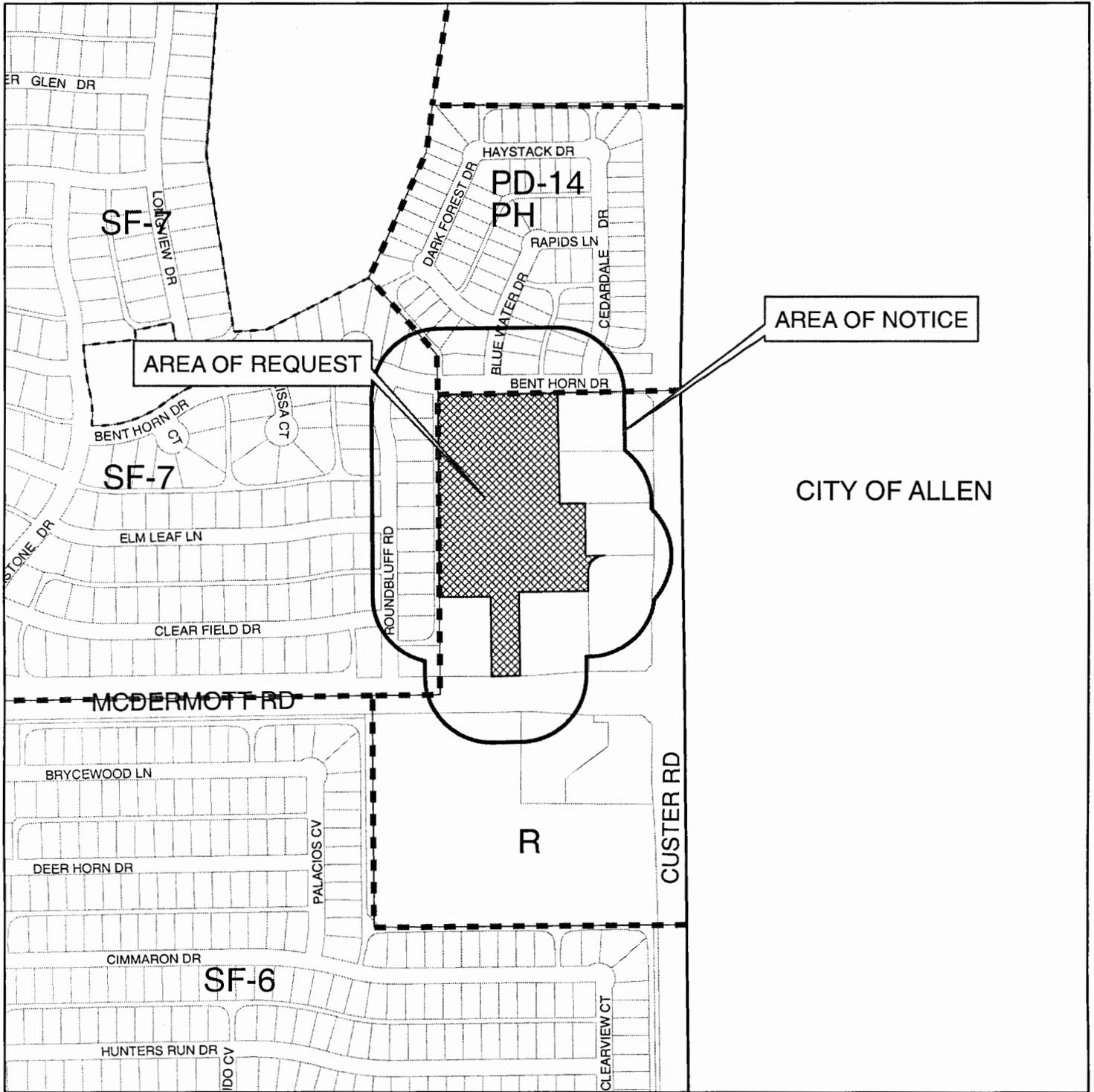
The area of request is in conformance to the criteria listed above.

Summary

The requested SUP for PH is compatible with the existing adjacent single-family residential neighborhoods to the west and north of the subject property, and reflects the goals and recommendations of the *Retail Study of Underperforming and Vacant Retail Areas*. The request also complies with the Future Land Use Plan and recently adopted interim amendments to the Land Use Element of the Comprehensive Plan, as well as the requirements of the R zoning district for residential uses. Additionally, a residential development at this location would help reduce the amount of undeveloped retail zoned property within the city. For these reasons, staff believes this is an appropriate location for PH development and supports the requested SUP.

RECOMMENDATION:

Recommended for approval as submitted.



AREA OF NOTICE

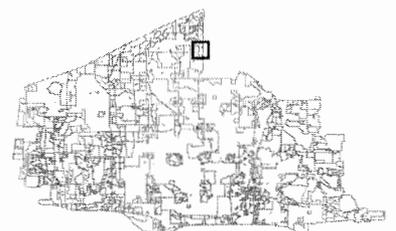
AREA OF REQUEST

CITY OF ALLEN



Zoning Case #: 2013-11

Existing Zoning: RETAIL



○ 200' Notification Buffer



Area of Request



Source: City of Plano, Planning Dept.
Date: July, 2013

Zoning Case 2013-11

Zoning Case 2013-11

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 638 so as to allow the additional use of Patio Home on 6.1± acres of land out of the Hogan Witt Survey, Abstract No. 996, located on the north side of McDermott Road, 370± feet west of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of July, 2013, for the purpose of considering granting Specific Use Permit No. 638 for the additional use of Patio Home on 6.1± acres of land out of the Hogan Witt Survey, Abstract No. 996, located on the north side of McDermott Road, 370± feet west of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 22nd day of July, 2013; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 638 for the additional use of Patio Home on 6.1± acres of land out of the Hogan Witt Survey, Abstract No. 996, located on the north side of McDermott Road, 370± feet west of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 638 for the additional use of Patio Home on 6.1± acres of land out of the Hogan Witt Survey, Abstract No. 996, located on the north side of McDermott Road, 370± feet west of Custer Road, in the City of Plano, Collin County, Texas, presently zoned Retail, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 22ND DAY OF JULY, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2013-11

BEING a parcel of land located in the City of Plano, Collin County, Texas a part of the Hogan Witt Survey, Abstract No. 996, and being all of Lot 3, Block A of McDermott Pavillion Addition, an addition to the City of Plano, as recorded in Volume L, Page 996, Collin County Plat Records, and being further described as follows:

BEGINNING at a 1/2-inch iron rod found with cap stamped "Pacheco-Koch" at the northeast corner of said Lot 3, said point being the northwest corner of Lot 6, said Block A of said McDermott Pavillion Addition as recorded in Volume 2012, Page 5, Collin County Plat Records, said point being in the south right-of-way line of Bent Horn Drive (a 60-foot wide right-of-way);

THENCE along the east line of said Lot 3 as follows:

South, 00° 51' 28" East, 335.42 feet to a "X" cut found at the southwest corner of Lot 5R, Block A of said McDermott Pavillion Addition as recorded in Volume 2012, Page 410;

North, 89° 08' 32" East, 76.73 feet to an "X" cut found at the northwest corner of Lot 7, Block A of said McDermott Pavillion Addition as recorded in Volume 2012, Page 410;

South, 00° 51' 28" East, 160.10 feet to a 1/2-inch iron rod found with cap stamped "Pacheco-Koch" in the south line of said Lot 7, said point being in the north line of Lot 1, Block A of said McDermott Pavillion Addition as recorded in Volume L, Page 778;

North, 89° 08' 32" East, 54.90 feet to a 1/2-inch iron rod found with cap stamped "Pacheco-Koch" in the south line of said Lot 7, said point being in the north line of Lot 1, Block A of said McDermott Pavillion Addition as recorded in Volume L, Page 778;

Southwesterly, 78.54 feet along a curve to the left having a central angle of 90° 00' 00", a radius of 50.00 feet, a tangent of 50.00 feet, and whose chord bears South, 44° 08' 32" West, 70.71 feet to an "X" cut found in the west line of said Lot 1;

South, 00° 51' 28" East, 57.68 feet to a 1/2-inch iron rod found with cap stamped "Pacheco-Koch" at the southeast corner of said Lot 3, said point being the northeast corner of Lot 4, Block A of said McDermott Pavillion Addition as recorded in Volume M, page 58, said point being in the west line of said Lot 1;

THENCE along the south line of said Lot 3 as follows:

South, $89^{\circ} 08' 32''$ West, 207.89 feet to a 1/2-inch iron rod found with cap stamped "Pacheco-Koch" at the northwest corner of said Lot 4;

South, $00^{\circ} 51' 28''$ East, 256.00 feet to an "X" cut found at the southwest corner of said Lot 4, said point being in the north line of McDermott Road (a variable width right-of-way);

South, $89^{\circ} 08' 32''$ West, 85.69 feet to a 1/2-inch iron rod found with cap stamped "Pacheco-Koch" at the southwest corner of Lot 2, Block A of said McDermott Pavillion Addition as recorded in Volume L, Page 441;

North, $00^{\circ} 51' 28''$ West, 242.81 feet to a 1/2-inch iron rod found with cap stamped "Pacheco-Koch" at the northeast corner of said Lot 2;

South, $89^{\circ} 08' 32''$ West, 153.30 feet to an "X" cut found at the southwest corner of said Lot 3, said point being the northwest corner of said Lot 2, said point being in the east line of Fairways of Ridgeview, Phase 3, an addition to the City of Plano as recorded in Volume K, Page 141, Collin County Plat Records;

THENCE along the west line of said Lot 3 as follows:

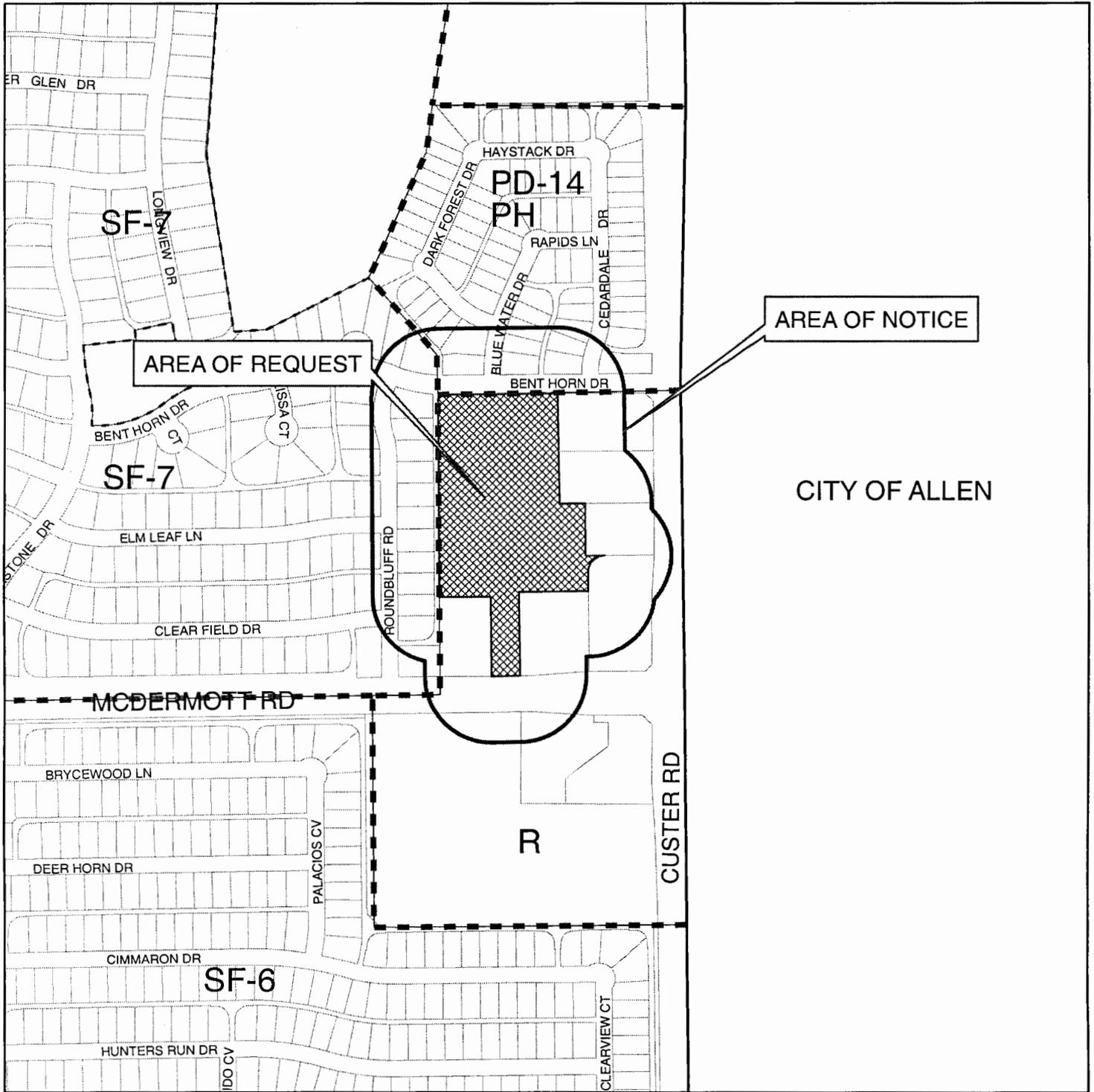
North, $00^{\circ} 27' 20''$ West, 598.49 feet to a 1/2-inch iron rod found with cap stamped "Pacheco-Koch" for corner;

North, $05^{\circ} 16' 37''$ East, 19.99 feet to a 1/2-inch iron rod set at the northwest corner of said Lot 3, said point being in the south line of said Bent Horn Drive;

THENCE along the north line of said Lot 3 and the south line of Bent Horn Drive as follows:

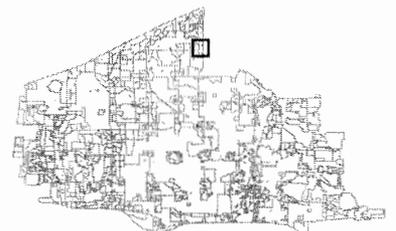
Southeasterly, 25.89 feet along a curve to the left having a central angle of $03^{\circ} 05' 25''$, a radius of 25.89 feet, a tangent of 12.95 feet, and whose chord bears South, $89^{\circ} 05' 58''$ East, 25.89 feet to a 1/2-inch iron rod found with cap stamped "Pacheco-Koch" for corner;

North, $89^{\circ} 19' 23''$ East, 333.03 feet to the POINT OF BEGINNING and CONTAINING 264,771 square feet or 6.078 acres of land.



Zoning Case #: 2013-11

Existing Zoning: RETAIL



○ 200' Notification Buffer

