

CITY COUNCIL

1520 AVENUE K



DATE: 9/26/2016
CALL TO ORDER: 7:00 p.m.
INVOCATION: Peter Park, Legacy Campus Pastor
Chase Oaks Church
PLEDGE OF ALLEGIANCE: Brownie Troop 968

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> PROCLAMATION: Dallas-Ft. Worth Solar Tour Day is October 1. PRESENTATION: The Plano Planning Department is receiving the 2016 Certificate of Achievement for Planning Excellence.</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> September 12, 2016</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. 2016-0509-B for the purchase of four (4) 1-ton Extended Length Plumbing and HVAC Cargo Vans for Fleet Services to be utilized by Facilities Management from Caldwell Country Automotive in the amount of \$135,384; and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2016-0208-B for the Cottonwood Creek Greenbelt Tree Planting, Irrigation and Trail Repair, Project No. 6704, in the amount of \$52,215; declaring the low bidder, Brownstone Companies, LLC a non-responsible bidder based on Staff's assessment; and awarding the contract to the second low bidder, Good Earth Corporation; and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2016-0450-B for Municipal Center Second Floor Restroom Renovation to KC Construction Services, Inc. in the amount of \$115,383; and authorizing the City Manager to execute all necessary documents.	
(e)	Bid No. 2016-0426-B for Erosion Control Improvements at Twelve Aerial Sewer Crossings to ARK Contracting Services in the amount of \$1,195,915; and authorizing the City Manager to execute all necessary documents.	
	<p>Purchase from an Existing Contract</p>	
(f)	To approve the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$75,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.	
(g)	To approve the purchase of various nonprint library materials including individual Playaway devices for Plano Public Library System (PPLS) in the amount of \$80,000 from Findaway World through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.	
(h)	To approve the purchase of various library materials including books, compact disks and books on CD for Plano Public Library System (PPLS) in the amount of \$110,000 from Brodart through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.	
(i)	To approve the purchase of various nonprint library materials including DVDs, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$300,000 from Midwest Tape through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	To approve the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$304,500 from OverDrive, Inc., a sole source provider, through City of Plano Contract No. 2014-370-X; and authorizing the City Manager to execute all necessary documents.	
(k)	To approve the purchase of library materials including books, compact disks, and books-on-CD for Plano Public Library System (PPLS) in the amount of \$550,000 from Baker & Taylor through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Expenditure</p>	
(l)	To approve an expenditure for the purchase of a one-year Motorola Services Agreement with three (3) one-year renewal options from Motorola Solutions, Inc. for the City of Plano Digital Radio System in the total amount of \$1,785,999; and authorizing the City Manager to execute all necessary documents.	
(m)	To approve expenditures for the Heritage Preservation Grant Program in the total amount of \$798,847 for heritage preservation; and authorizing the City Manager to execute all necessary documents.	
(n)	To approve an expenditure for a ParaDNA preliminary DNA screening device in the amount of \$95,545 from Foster and Freeman USA Inc. for the Police Department; and authorizing the City Manager to execute all necessary documents.	
	<p>Adoption of Resolutions</p>	
(o)	To ratify the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the North Texas Emergency Communications Center, Inc., for Interim Executive Director services; approving its execution by the City Manager; and providing an effective date.	
(p)	To designate the City of Plano as a HIPAA Hybrid Entity in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and providing an effective date.	
(q)	To approve the terms and conditions of a Real Estate Contract by and between Rasor & 121 Limited Partnership and the City of Plano, Texas, for the purchase of approximately 28.544 acres of land located east of Rasor Boulevard and south of Texas State Highway 121 in the City of Plano, Collin County, Texas, for the purpose of providing sites for future City facilities and as an addition to Legacy Trail; authorizing its execution by the City Manager; and providing an effective date.	
(r)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(s)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date.	
(t)	To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.	
(u)	<p><u>Adoption of Ordinances</u></p> <p>To transfer the sum of \$1,650,000 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2016-17 for the purpose of providing funding for capital expenditures related to the purchase of land for future city facilities, amending the Budget of the City and Ordinance No. 2016-9-10, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>	
	<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)	Public Hearing and consideration of a Resolution to authorize an amendment to the 2015 – 2019 Citizen Participation Plan for the use of U.S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2016-023 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-400-Retail on 17.1 acres of land located at the northeast corner of McDermott Road and Independence Parkway, in the City of Plano, Collin County, Texas, to allow for the additional use of mini-warehouse/public storage with modified development standards; 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: McDermott Square LP</p>	
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2016-026 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 34.2 acres of land located at the southeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, from Planned Development-159-General Office to Planned Development-16-Retail/General Office to allow for the additional uses of single-family residence and multifamily residence, and to modify development standards; 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: Commodore Partners, LTD.</p>	
(4)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2016-027 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 14 so as to allow the additional use of Private Club on 0.1 acre of land located 436 feet west of the Dallas North Tollway, 1,300 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Windhaven Plaza 2 Limited Partnership</p>	
(5)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2016-028 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 11.1 acres of land located on the east side of Coit Road, 110 feet north of Denham Way in the City of Plano, Collin County, Texas, from Single-Family Residence-7 to Single-Family Residence-6; 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: MKNS, LLC & The Estate of Francis B. Wells</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:		09/26/2016		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: Dallas-Ft. Worth Solar Tour Day is October 1.				
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	



**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:		09/26/2016		
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 is receiving the 2016 Certificate of Achievement for Planning Excellence.				
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
September 12, 2016**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor – arrived at 5:07 p.m.
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Angela Miner
Rick Grady
Ron Kelley
Tom Harrison
David Downs

STAFF PRESENT

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

Mayor Pro Tem Smith called the meeting to order at 5:00 p.m., Monday, September 12, 2016, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Pro Tem Smith then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; discuss Real Estate, Section 551.072; 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 7:08 p.m. in the Senator Florence Shapiro Council Chambers.

Consideration and action resulting from Executive Session discussion

No items were discussed.

Big X Multi-Jurisdictional First Responder Training Exercise Presentation

This item was moved to the September 26, 2016 meeting.

Consent and Regular Agendas

City Secretary Henderson requested "Item A" from the Consent Agenda be discussed individually.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:09 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
September 12, 2016**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, September 12, 2016, at 7:09 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Pastor Kelvin Foley with North Dallas Community Bible Fellowship led the invocation and Girl Scout Troop 7917 led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere recognized the In Touch Credit Union Plano Balloon Festival, participants in the Plano Mayor's Summer Internship Program, the graduates of the Plano Citizens Academy Class, and proclaimed September as Food Safety Month. He further recognized Michael O'Hanlon for his service on the Planning and Zoning Commission.

COMMENTS OF PUBLIC INTEREST

John Roberts spoke to parking, traffic, and code violations in the Golden Leaf Apartment area. Robbie Robinson spoke to a performing arts facility and naming rights.

CONSENT AGENDA

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to approve and adopt all items on the Consent Agenda with the exception of Item A, as follows:

Approval of Expenditures

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

Bid No. 2016-0433-C for a one (1) year contract with three (3) one-year City optional renewals for Reinforcing Steel for Public Works Department to Barnsco, Inc. in the estimated annual amount of \$82,237; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFP No. 2016-0184-C for a five (5) year revenue generating contract with two (2) five-year City optional renewals for a lease agreement for office space, conference room and paved outside storage for Environmental Waste Services Division of Public Works Department to Otto Container Management, LLC in the amount of \$88,500 for the first five (5) year term; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFP No. 2016-0184-C for a five (5) year contract with two (2) City optional five-year renewals for Roll Out Containers and Maintenance Services for Environmental Waste Services Division of Public Works Department to Otto Container Management, LLC in the estimated amount of \$3,279,116; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Bid No. 2016-0459-B for Municipal Center Access Control System Retrofit to Convergent Technologies LLC in the amount of \$144,715; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Bid No. 2016-0411-B for J Avenue Parking Improvements in the amount of \$842,521 to JC Commercial Inc.; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Bid No. 2016-0463-B for the White Rock Creek & Prairie Creek Sewer Mains Rehabilitation Project No. 6432 to Insituform Technologies, LLC in the amount of \$6,672,400; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

Purchase from an Existing Contract

To approve the purchase of desktop computers for Technology Services in the amount of \$83,190 from Dell Marketing, LP through an existing contract; and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1951) (Consent Agenda Item “H”)

To approve the purchase of Argus Thermal Imaging Cameras for Plano Fire-Rescue from DACO Fire Equipment in the amount of \$176,470 through an existing contract with Buyboard; and authorizing the City Manager to execute all necessary documents. (Buyboard Contract No.432-13) (Consent Agenda Item “I”)

Approval of Change Order

To Red River Construction Company, increasing the contract by \$99,057 for the Stadium Pump Station Project No. 6210, Change Order No. 7. Original Bid No. 2014-166-B. (Consent Agenda Item “J”)

Adoption of Resolutions

Resolution No. 2016-9-1(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “K”)

Resolution No. 2016-9-2(R): To ratify the terms and conditions of an Interlocal Cooperation Agreement by and between City of Plano and The University of Texas at Dallas, providing educational services as part of the City's Professional Development Program; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2016-9-3(R): To approve the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services; and providing an effective date. (Consent Agenda Item “M”)

Resolution No. 2016-9-4(R): To approve the terms and conditions of an Interlocal Agreement by and between City of Plano, Texas and the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date. (Consent Agenda Item “N”)

Resolution No. 2016-9-5(R): To authorize a Construction Manager At Risk (CMAR) contract between the City of Plano and Pogue Construction Co., LP, for Oak Point Recreation Center Expansion and Renovation (Phase II Interior Renovations and Expansion) for a Guaranteed Maximum Price (GMP) of \$8,213,558; authorizing the City Manager to execute the necessary documents; and providing an effective date. (Consent Agenda Item “O”)

Resolution No. 2016-9-6(R): To approve the terms and conditions of a Second Amendment to Communications Facilities License By and Between the City of Plano, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless, authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “P”)

Adoption of Ordinances

Ordinance No. 2016-9-7: To repeal Ordinance No. 2015-9-7; establishing the number of certain classifications within the Fire Department for fiscal year 2016-17; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective October 3, 2016; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “Q”)

Ordinance No. 2016-9-8: To repeal Ordinance No. 2015-9-8; establishing the number of certain classifications within the Police Department for fiscal year 2016-17; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective October 3, 2016; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “R”)

Ordinance No. 2016-9-9: To amend Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing and Parking, Section 12-102.6 of the Code of Ordinances of the City of Plano, Texas, to include respective effective days and times in Subsections “Ashmont Drive,” “Briarcrest Drive,” “Carrington Drive,” and “Glenmont Drive” and to add Subsections “Fulgham Road” and “Tradition Trail” to prohibit parking of motor vehicles on certain sections of Fulgham Road and Tradition Trail between 9:00 p.m. and 6:00 a.m. within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “S”)

END OF CONSENT

Consent Agenda Item A

Approval of Minutes

August 13, 2016

August 22, 2016

August 31, 2016

City Secretary Henderson stated the minutes from the August 22, 2016 Preliminary Open Meeting need to be corrected to reflect “COUNCIL MEMBERS ABSENT” on the first page between “COUNCIL MEMBERS PRESENT” and “STAFF PRESENT”.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to approve the minutes as corrected.

Ordinance No. 2016-9-10: To approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2016, and terminating September 30, 2017; and providing an effective date. (Public Hearing held on August 8, 2016.) (Regular Item 1)

Mayor LaRosiliere spoke to the budget process, the amount of work to prepare the budget, and service improvements. Director of Budget and Research Rhodes-Whitley stated this item adopts the Operating Budget of \$528 million and revised funding summaries were provided for the amendments made during the budget process.

Ordinance No. 2016-9-10 (Cont'd.)

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2016, and terminating September 30, 2017; and further to adopt Ordinance No. 2016-9-10.

Ordinance No. 2016-9-11: To approve and adopt the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2016, and ending September 30, 2017; and providing an effective date. (Regular Item 2)

Director of Budget and Research Rhodes-Whitley stated this item approves the Community Investment Program portion of the budget for Fiscal Year 2016-2017 in the amount of \$210 million and incorporates all of the changes requested during the budget process.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Grady, the Council voted 8-0, to approve and adopt the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2016, and ending September 30, 2017; and further to adopt Ordinance No. 2016-9-11.

Ordinance No. 2016-9-12: To approve and adopt the Tax Rate for the fiscal year beginning October 1, 2016 and terminating September 30, 2017, and providing an effective date. (Public Hearings held August 22, 2016 and August 31, 2016.) (Regular Item 3)

Director of Budget and Research Rhodes-Whitley stated this item is to adopt the proposed tax rate of 47.86 cents per \$100 of assessed property valuation. She advised that 35.56 cents of the tax rate is designated for the maintenance and operation and 12.30 cents of the tax rate is earmarked for debt repayment.

Council Member Downs made a motion to approve. Additionally, Deputy Mayor Pro Tem Harris made a motion, seconded by Council Member Miner, that the property tax revenue be increased by the adoption of a tax rate of 47.86 cents which is effectively a 4.49% increase in the tax rate. Council Member Downs withdrew his original motion. The Council voted 8-0 to approve the motion; and further to adopt Ordinance No. 2016-9-12.

Ordinance No. 2016-9-13: To ratify the property tax revenue in the 2016-17 Budget as a result of the City receiving more revenues from property taxes in the 2016-17 Budget than in the previous fiscal year; and providing an effective date. (Public Hearings held on August 22, 2016 and August 31, 2016.) (Regular Item 4)

Director of Budget and Research Rhodes-Whitley stated this item ratifies the tax revenue increase by acknowledging the tax rate revenue is increased by 4.49 percent from last year.

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0, to ratify the property tax revenue in the 2016-17 Budget as a result of the City receiving more revenues from property taxes in the 2016-17 Budget than in the previous fiscal year; and further to adopt Ordinance No. 2016-9-13.

Public Hearing and adoption of Ordinance No. 2016-9-14 as requested in Zoning Case 2016-022 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 13 so as to allow the additional use of Trade School on 0.1 acre of land located 207 feet east of Independence Parkway, 475 feet north of Parker 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: West Parker Shopping Center LP (Regular Item 5)

Director of Planning Day spoke to the location, current zoning, surrounding property uses, and the proposed Trade School use. She stated Staff and the Planning and Zoning Commission recommend approval as presented.

Mayor LaRosiliere opened the public hearing. Stacy Eads, representing the applicant, spoke to the relocation of the cosmetology school and community involvement by the company. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 8-0, to grant Specific Use Permit No. 13 so as to allow the additional use of Trade School on 0.1 acre of land located 207 feet east of Independence Parkway, 475 feet north of Parker Road, as requested in Zoning Case 2018-022; and further to adopt Ordinance No. 2016-9-14.

Ordinance No. 2016-9-15: To determine the public use, need and necessity for the acquisition of a street, sidewalk and utility easement for a 3,204 square feet tract of land and a temporary construction easement for a 3,672 square feet tract of land located in the Collin County School Land Survey, Abstract No. 153 at the intersection of Ohio Drive and McDermott Road as described in attached Exhibit "A," in the City of Plano, Collin County, Texas; for the purpose of constructing, reconstructing and maintaining street and highway facilities and related public improvements in the City of Plano, Collin County, Texas; authorizing the City Manager and the City Attorney, or their respective designees, to acquire the property including making initial and bona fide offers, and authorizing the City Attorney to file proceedings in eminent domain to condemn the needed real property for public use, if necessary, and providing an effective date. (Regular Item 6)

Director of Engineering Thornhill spoke to the location of the proposed intersection improvements to ease traffic congestion in the area. He advised the City has been negotiating with the property owner since September, 2015 and that all offers have been rejected.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 8-0, that the City of Plano authorize the use of the power of eminent domain to acquire by condemnation a street, sidewalk and utility easement over a .0735 acre tract of the property located on McDermott Road near the intersection of McDermott and Ohio Drive Lot 4, Block A of the Morgan Village Retail Center and a .0843 acre tract of the same property for a temporary construction easement, such easements as more fully described in Exhibit "A" attached to the proposed ordinance for improving intersection of McDermott Road and Ohio Drive; and further to adopt Ordinance No. 2016-9-15.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 8:09 p.m.

Harry LaRosiliere, MAYOR

ATTEST

Lisa C. Henderson, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		9/26/16			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): Lincoln Thompson (Ext. 7376)					
CAPTION					
Bid No. 2016-0509-B for the purchase of four (4) 1-ton Extended Length Plumbing and HVAC Cargo Vans for Fleet Services to be utilized by Facilities Management from Caldwell Country Automotive in the amount of \$135,384, 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	137,000	0	137,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-135,384	0	-135,384
BALANCE		0	1,616	0	1,616
FUND(S): EQUIPMENT REPLACEMENT FUND					
<p>COMMENTS: Funds are available in the FY 2015-16 Adopted Budget to purchase four (4) 1-ton Extended Length Plumbing and HVAC Cargo Vans, from Caldwell Country Automotive for the scheduled replacements of unit #01394, #03391, #06391 and #06396 in Cost Center #352 Facilities. Remaining balance will be used for other Fleet and Equipment Services related purchases.</p> <p>STRATEGIC PLAN GOAL: Providing four (4) 1-ton Extended Length Plumbing and HVAC Cargo Vans for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence and relates to the Plano Tomorrow Plan Pillar of Built Environment.</p>					
SUMMARY OF ITEM					
See Recommendation Memo.					
List of Supporting Documents: Recommendation Memo Bid Recap			Other Departments, Boards, Commissions or Agencies NA		



Memorandum

Date: September 6, 2016
To: Bruce D. Glasscock, City Manager
From: David Garza, Interim Fleet Manager
Subject: Extended Length Plumbing and HVAC Cargo Vans

It is the recommendation of Fleet Services to purchase four (4) 1-ton Extended Length Plumbing and HVAC Cargo Vans, from Caldwell Country Automotive in the amount of \$135,384.00, the lowest, responsive, responsible bidder for City of Plano Solicitation No. 2016-0509-B.

These items are for the replacements of 01394, 03391, 06391, and 06396 in Cost Center 352 Facilities.

These vehicles serve three (3) main purposes for Facilities Management.

1. The vans are used to provide transportation for City staff to oversee City facilities located throughout the city. The vans are also used to haul tools and materials for City staff to provide maintenance and repairs to City facilities.
2. The vans are used by City staff to respond to over 16,000 work orders and service calls annually requested by departments in order to provide maintenance and repairs to City facilities so that they are safe and provide proper environments for City departments and the citizens of Plano in the use of the facilities.
3. If these vehicles are not replaced, the department would see higher costs in vehicle maintenance with expected vehicle down times resulting in delays in City staff to respond to work order requests and service calls. Additionally, it could cause parts of City facilities to not be open for public use or City use due to emergencies such as power failures, roof leaks, HVAC equipment problems, plumbing problems, etc.

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

Feel free to contact me if you have any questions at extension 4183.

**CITY OF PLANO
BID NO. 2016-0509-B
Four (4) 1-ton Extended Length Plumbing and HVAC Cargo Vans
BID RECAP**

Bid Opening Date/Time: August 24, 2016 @ 3:00 pm

Number of Vendors Notified: 1,653

Vendors Submitting "No Bids": 0

Bids Deemed Nonresponsive: 0

Number of Bids Submitted: 3

Caldwell Country Automotive	\$ 135,384.00
Randall Reed's Prestige Ford	\$ 137,200.00
Randall Reed's Prestige Ford (Alternate Bid)	\$ 143,200.00

Recommended Vendor:

Caldwell Country Automotive	\$ 135,384.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 24, 2016

Date

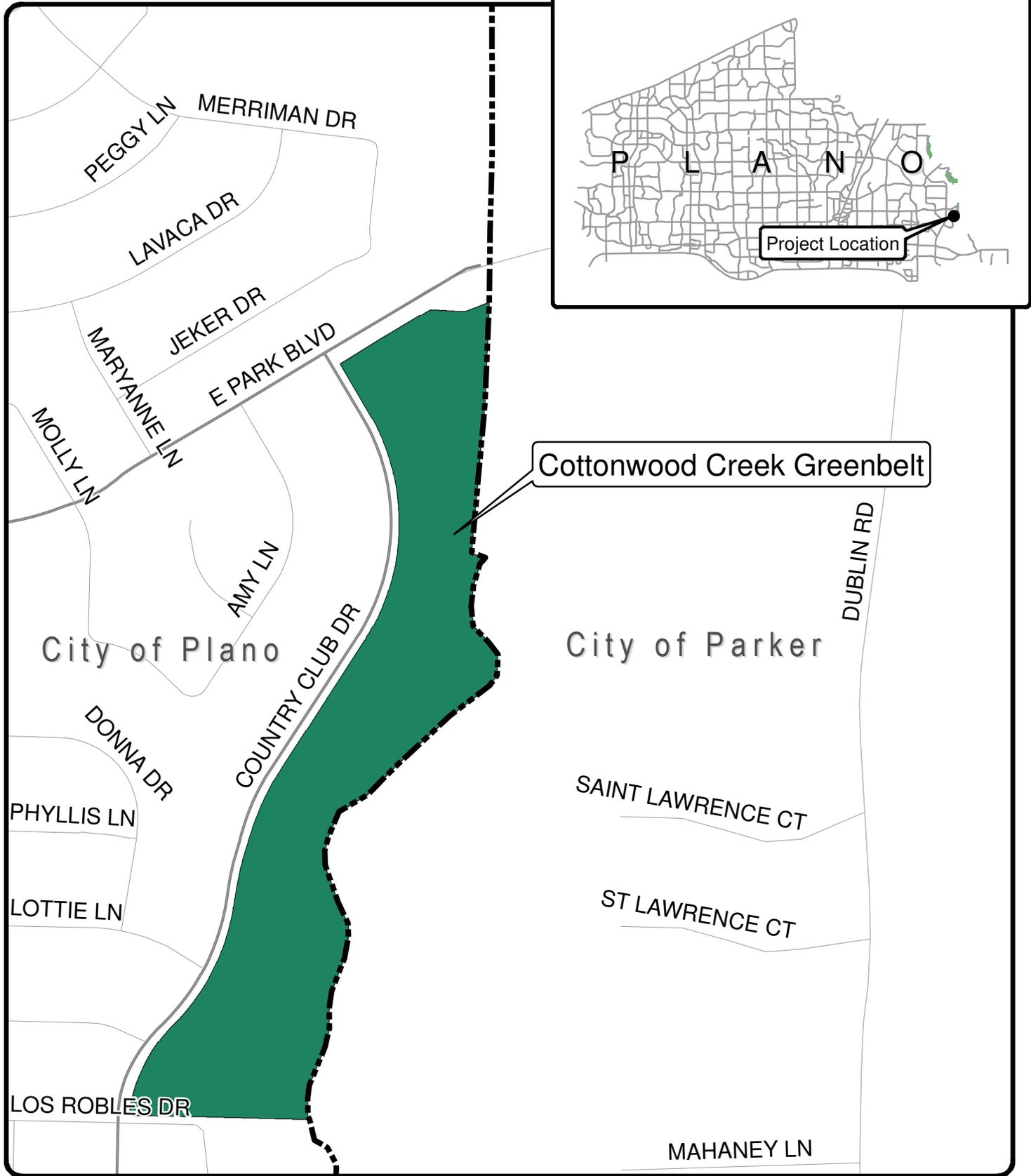
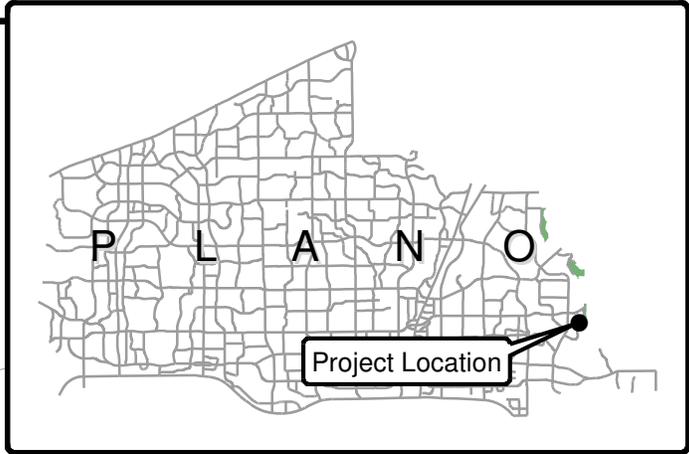


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/26/16		
Department:		Parks and Recreation		
Department Head		Robin Reeves		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Bid No. 2016-0208-B for the Cottonwood Creek Greenbelt Tree Planting, Irrigation and Trail Repair, Project No. 6704, in the amount of \$52,215; declaring the low bidder, Brownstone Companies, LLC a non-responsible bidder based on Staff's assessment; and awarding the contract to the second low bidder, Good Earth Corporation; 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:	2016-17	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	165,289	868,372	1,050,000	2,083,661
Encumbered/Expended Amount	-165,289	-191,587	0	-356,876
This Item	0	0	-52,215	-52,215
BALANCE	0	676,785	997,785	1,674,570
FUND(S): CAPITAL RESERVE FUND				
COMMENTS: Funding for this item is available in the 2015-16 Park Capital Reserve CIP and will be carried forward to Fiscal Year 2016-17. Cottonwood Creek Greenbelt Tree Planting, Irrigation and Trail Repair, in the total amount of \$52,215, will leave a total balance of \$1,674,570 available for future trail repair and tree replacement project expenses.				
SUMMARY OF ITEM				
See Recommendation Memo Project Location Map: https://goo.gl/maps/uA5Rcijv3Zr				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map Memorandum Bid Recap				

Location Map

Cottonwood Creek Greenbelt
Los Robles Dr. to E. Park Blvd.





Memorandum

Date: September 6, 2016

To: Diane Palmer-Boeck, Director of Procurement and Project Management

From: Angela Kralik, Urban Forester

Subject: Recommendation for Award of Bid 2016-0208-B for the Cottonwood Creek Greenbelt Tree Planting, Irrigation and Trail Repair

Seven bids were received on the above referenced project. The low bidder, Brownstone Companies LLC, bid a total of \$34,560, which is \$17,655 lower than the second low bidder, Good Earth Corporation. Specifically for Item #5, to furnish and install the irrigation system, Brownstone Companies, LLC bid a total of \$1,800. As stated in a letter from our consultant on the project, Item #5 was estimated in an amount of \$10,100 and in their professional estimation, it would be difficult to purchase and install the irrigation as designed per the plan for the cost submitted by Brownstone Companies, LLC.

Telephone conferences were conducted with Mr. Jeramie Eitel of Brownstone Companies, LLC on April 8, 2016 and May 4, 2016 to discuss the undervalued costs on the bid item for irrigation and on both occasions he was unwilling to withdraw his bid from consideration. Also, during this time, the department was trying to enter into a separate construction contract for another bid with Brownstone Companies, LLC, and the contract was rescinded because Brownstone Companies, LLC could not provide evidence of the required level of contractor's insurance. The department also contacted references supplied by the vendor and they were not favorable.

Because of the undervalued bid item, the inability to provide evidence of insurance on a similar size project for the department at a similar time, and the unfavorable references, the department is recommending Brownstone Companies, LLC be deemed not responsible for this project and to award to the second low bidder, Good Earth Corporation in the amount of \$52,215.

CITY OF PLANO

BID NO. 2016-0208-B

Tree Planting, Irrigation and Trail Repair at Cottonwood Creek Greenbelt
BID RECAP

Bid opening Date/Time: February, 18, 2016 @ 2:30 pm

Number of Vendors Notified: 6583

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 1

Number of Bids Submitted Responsive to Bid: 7

Dyna-Mist Construction	\$57,818.10
Brownstone Companies LLC	\$34,560.00
AquaGreen Global, LLC	\$54,589.00
LMC Corporation	\$84,571.00
C. Green Scaping, LP	\$58,330.00
Perfect Finish Landscaping	\$58,483.00
Good Earth Corporation	\$52,215.00

Recommended Vendors for award:

Good Earth Corporation	\$52,215.00
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Leslie Hooker

February, 18, 2016

Leslie Hooker
Buyer I

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:		09/26/16		
Department:		Engineering		
Department Head		Caleb Thornhill		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Bid No. 2016-0450-B Municipal Center Second Floor Restroom Renovation to KC Construction Services, Inc., in the amount of \$115,383, 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:	2016-17	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		1,516,817	2,766,183	1,584,800
Encumbered/Expended Amount		-1,516,817	-1,471,406	0
This Item		0	0	-115,383
BALANCE		0	1,294,777	1,469,417
FUND(S): CAPITAL RESERVE CIP				
COMMENTS: Funding for this item was included in the 2015-16 Facilities Capital Reserve CIP and will be carried forward into the 2016-17 fiscal year. Renovation of restrooms on the second floor of Municipal Center, in the amount of \$115,383, will leave a total project balance of \$2,764,194 available for further projects at Municipal Center or other City of Plano facilities.				
SUMMARY OF ITEM				
See Recommendation Memo.				
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: August 26, 2016

To: Michael Parrish
Senior Buyer

From: Richard Medlen
Facilities Maintenance Superintendent

Subject: Re-Bid Municipal Center – Second Floor Restroom Renovation – Bid No. 2016-0450-B

I have reviewed the bids submitted to remodel the second floor restrooms in the Planning and Engineering area. I recommend award to the lowest, responsive, responsible bid, submitted by KC Construction Services, Inc., for \$115,383.42. Additional bids were received from Beach Construction, Inc., for \$127,500.00. Two bids that were deemed non-responsive due to not supplying the required Bid Bond. One was from A Status Construction, for \$71,000.00, and the other was from Provment, Inc., for \$145,000.00.

The finishes and plumbing fixtures in these restrooms are over 25 years old and replacement is recommended. Also, with these changes the restrooms will be meeting current Texas Accessibility Standards.

The funding for the project is in the Capital Reserve Fund account no. 54424.

Please let me know if you have any questions.

/lw

Cc: Jim Razinha
Matt Yager
Todd Luxem
Sandra Bloomer
Caleb Thornhill
Christina Day
Earl Whitaker
Casey Srader

CITY OF PLANO

BID NO. 2016-0450-B

RE-BID: MUNICIPAL CENTER SECOND FLOOR RESTROOM RENOVATION

BID RECAP

Bid Opening Date/Time: August 23, 2016 @ 2:00 PM

Number of Vendors Notified: 1,154

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids: 2

Number of Responsive Bids Submitted: 2

<u>Vendor Name</u>	<u>Total Base Bid</u>
KC Construction Services, Inc.	\$115,383.42
Beach Construction, Inc.	\$127,500.00

Recommended Vendor:

KC Construction Services, Inc.	\$115,383.42
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Michael Parrish

August 23, 2016

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:		09/26/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				Project No. 6344
CAPTION				
Bid No. 2016-0426-B for Erosion Control Improvements at Twelve Aerial Sewer Crossings to ARK Contracting Services, in the amount of \$1,195,915 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: 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	44,210	90,000	950,000	1,084,210
Encumbered/Expended Amount	-44,210	-86,604	0	-130,814
This Item	0	0	-1,195,915	-1,195,915
BALANCE	0	3,396	-245,915	-242,519
FUND(S): SEWER CIP				
<p>COMMENTS: Funding for this item is partially available in the 2016-17 Sewer CIP. Construction of Erosion Control Improvements at Twelve Aerial Sewer Crossings, in the amount of \$1,195,915, will exceed the originally identified project budget by \$242,519. Savings from other completed Sewer CIP projects will offset the overrun.</p> <p>STRATEGIC PLAN GOAL: Obtaining construction services for city projects relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
See Recommendation Memorandum.				
List of Supporting Documents: Recommendation Memorandum; Location Map; Bid Summary			Other Departments, Boards, Commissions or Agencies N/A	



Memorandum

TO: Bruce D. Glasscock, City Manager

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

DATE: September 26, 2016

SUBJECT: Construction Contract-2016-0426-B, Project No. 6344
2014 Erosion Control Improvements at Twelve Aerial Sewer Crossings

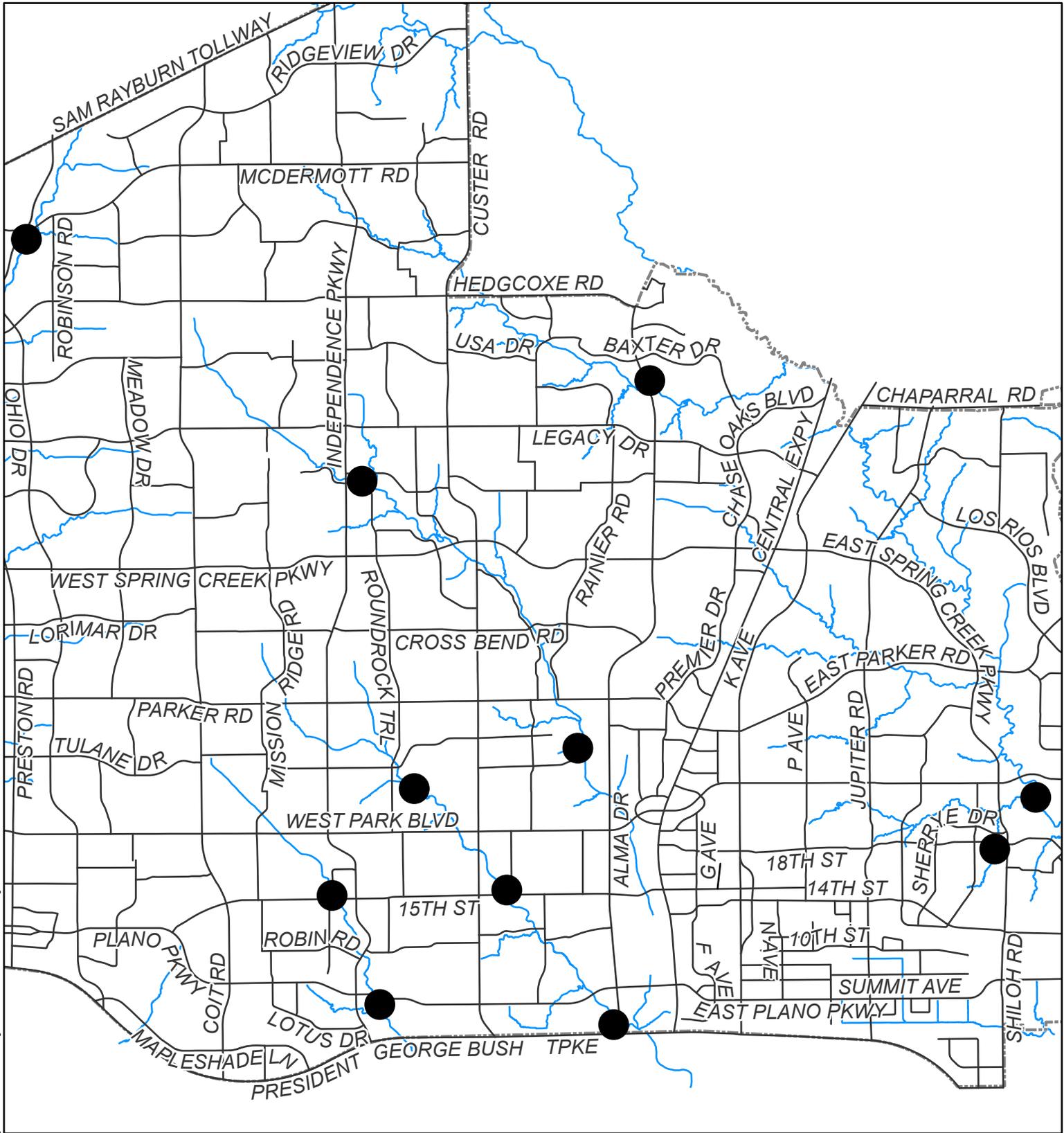
The Engineering Department is recommending entering into a contract with Ark Contracting Services for the 2014 Aerial Crossings project, in the amount of \$1,195,915, with 240 calendar days of construction time.

This project includes repair and/or installation of new erosion control measures for the protection of twelve aerial sewer crossings in the City of Plano. The project will be constructed by utilizing "Turf Reinforcement Mats (TRMs)", an environmentally friendly method, as an alternative to rock riprap or concrete slope protection method. TRM works by holding soil in place while allowing vegetation to grow effectively, mitigating slope erosion and improving the view aesthetically of creek embankments at these sewer aerial crossings".

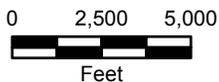
A competitive sealed proposal was utilized due to the expertise required for applying TRMs method of slope stabilization.

Ark Contracting Services was the only contractor to submit a competitive sealed proposal for the project. This company is currently working as a subcontractor on the Brown Branch Sewer Main Interceptor project, and has successfully completed projects of similar size and scope for the City as a prime contractor in the past. Additionally, Gresham, Smith and Partners, the design consultant for the project, conducted reference checks on the contractor with neighboring municipalities (Carrollton and Arlington). Representatives of these cities indicated Ark Contracting Services performed well on their projects.

Based on the information above, the staff recommends Ark Contracting Services for the award of this project.



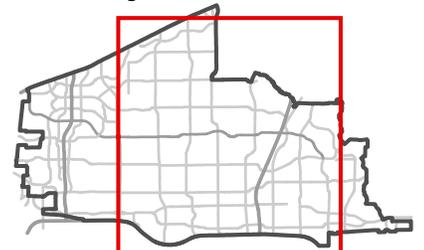
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City of Plano GIS Division
August, 2016

2014 Erosion Control Improvements at Twelve Aerial Sewer Crossings Project No. 6344

Project Location



CITY OF PLANO

Bid No. 2016-0426-B

2014 Erosion Control Improvements at Twelve Aerial Sewer Crossings

Bid Recap

Bid opening Date/Time: July 14, 2016 @ 2:30 pm CST

Number of Vendors Notified: 10,065

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 1

Vendor Name

Total Base Bid

Ark Contracting Services

\$1,195,915

Recommended Vendor(s):

Ark Contracting Services

\$1,195,915

Teresa Shelstad

Teresa Shelstad, Buyer II

July 15, 2016

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9.26.16		
Department:		Library Administration		
Department Head		Libby Holtmann		
Agenda Coordinator (include phone #): Dorothy Kibler x.4357				
CAPTION				
Approval of the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$75,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia, and authorizing the City Manager or his authorized designee 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:	2016-2017	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	1,419,500
Encumbered/Expended Amount		0	0	0
This Item		0	0	-75,000
BALANCE		0	0	1,344,500
FUND(S): GENERAL FUND				
COMMENTS: Funding for this item is subject to FY 2016-17 approved budget appropriations and will be made available in the FY 2016-17 Adopted Budget. The estimated future annual amount to be spent in FY 2016-17 is \$75,000, which will be made within approved budget appropriations. STRATEGIC PLAN GOAL: Financially Strong City with Service Excellence PLANO TOMORROW PLAN PILLAR: Social Environment				
SUMMARY OF ITEM				
The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Ingram Library Services in the amount of \$75,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Ingram Library Services through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.				
List of Supporting Documents: Memo from Janet Cox, dated 8.25.16			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: August 25, 2016

To: Libby Holtmann, Director of Libraries

From: Janet Cox, Library Technical Services Manager

Subject: City Council Approval for Ingram

Please request City Council approval to spend approximately \$75,000 with Ingram for the purchase of various library materials including books, compact disks, and books on CD. Funds should be taken from 01-682-8441 or 01-682-6203. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Ingram. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



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:		9/26/16		
Department:		Library Administration		
Department Head		Libby Holtmann		
Agenda Coordinator (include phone #): Jeanne Argomaniz (x4208)				
CAPTION				
Approval of the purchase of various nonprint library materials including individual Playaway devices for Plano Public Library System (PPLS) in the amount of \$80,000 from Findaway World through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee 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: 2016-2017	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	1,419,500	1,419,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-80,000	-80,000
BALANCE	0	0	1,339,500	1,339,500
FUND(S): GENERAL FUND				
<p>COMMENTS: Funding for this item is subject to FY 2016-17 approved budget appropriations and will be made available in the FY 2016-17 Adopted Budget. The estimated future annual amount to be spent in FY 2016-17 is \$80,000, which will be made within approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: Financially Strong City with Service Excellence</p> <p>PLANO TOMORROW PLAN PILLAR: Social Environment</p>				
SUMMARY OF ITEM				
<p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Findaway World in the amount of \$80,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library nonprint materials including the individual Playaway devices from Findaway World through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p>				
List of Supporting Documents: Memo from Janet Cox, dated 8.25.16			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: August 25, 2016

To: Libby Holtmann, Director of Libraries

From: Janet Cox, Library Technical Services Manager

Subject: City Council Approval for Findaway World

Please request City Council approval to spend approximately \$80,000 with Findaway World for the purchase of various nonprint library materials including the individual Playaway devices. Funds should be taken from 01-682-8441 or 01-682-6203. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Findaway World. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



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:		9/26/16		
Department:		Library Administration		
Department Head		Libby Holtmann		
Agenda Coordinator (include phone #): Jeanne Argomaniz (x4208)				
CAPTION				
Approval of the purchase of various library materials including books, compact disks and books on CD for Plano Public Library System (PPLS) in the amount of \$110,000 from Brodart through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee 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:	2016-2017	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	1,419,500	1,419,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-110,000	-110,000
BALANCE	0	0	1,309,500	1,309,500
FUND(S): GENERAL FUND				
COMMENTS: Funding for this item is subject to FY 2016-17 approved budget appropriations and will be made available in the FY 2016-17 Adopted Budget. The estimated future annual amount to be spent in FY 2016-17 is \$110,000, which will be made within approved budget appropriations.				
STRATEGIC PLAN GOAL: Financially Strong City with Service Excellence PLANO TOMORROW PLAN PILLAR: Social environment				
SUMMARY OF ITEM				
The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Brodart in the amount of \$110,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Brodart through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo from Janet Cox, dated 8.25.16				



Memorandum

Date: August 25, 2016
To: Libby Holtmann, Director of Libraries
From: Janet Cox, Library Technical Services Manager
Subject: City Council Approval for Brodart

Please request City Council approval to spend approximately \$110,000 with Brodart for the purchase of various library materials including books, compact disks, and books-on-CD. Funds should be taken from 01-682-8441 or 01-682-6203. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Brodart. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



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:		9.26.16			
Department:		Library Administration			
Department Head		Libby Holtmann			
Agenda Coordinator (include phone #): Dorothy Kibler x4357					
CAPTION					
Approval of the purchase of various nonprint library materials including DVDs, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$300,000 from Midwest Tape through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee 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:	2016-2017	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	1,419,500	1,419,500
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-300,000	-300,000
BALANCE		0	0	1,119,500	1,119,500
FUND(S): GENERAL FUND					
COMMENTS: Funding for this item is subject to FY 2016-17 approved budget appropriations and will be made available in the FY 2016-17 Adopted Budget. The estimated future annual amount to be spent in FY 2016-17 is \$300,000, which will be made within approved budget appropriations. STRATEGIC PLAN GOAL: Financially Strong City with Service Excellence PLANO TOMORROW PLAN PILLAR: Social Environment					
SUMMARY OF ITEM					
The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Midwest Tape in the amount of \$300,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Midwest Tape through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.					
List of Supporting Documents: Memo from Janet Cox, 8.25.16			Other Departments, Boards, Commissions or Agencies		



Memorandum

Date: August 25, 2016
To: Libby Holtmann, Director of Libraries
From: Janet Cox, Library Technical Services Manager
Subject: City Council Approval for Midwest Tape LLC

Please request City Council approval to spend approximately \$300,000 with Midwest Tape LLC for the purchase of various nonprint library materials including DVDs, compact disks, and books on CD. Funds should be taken from 01-682-8441 or 01-682-6203. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Midwest Tape LLC. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



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:		9/26/2016		
Department:		Library Administration		
Department Head		Libby Holtmann		
Agenda Coordinator (include phone #): Jeanne Argomaniz (x4208)				
CAPTION				
To approve the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$304,500 from OverDrive, Inc., a sole source provider, through City of Plano Contract No. 2014-370-X; and authorizing the City Manager or his authorized designee 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:	2016-2017	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	1,419,500	1,419,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-304,500	-304,500
BALANCE	0	0	1,115,000	1,115,000
FUND(S): GENERAL FUND				
COMMENTS: Funding for this item is subject to FY 2016-17 approved budget appropriations and will be made available in the FY 2016-17 Adopted Budget. The estimated future annual amount to be spent in FY 2016-17 is \$304,500, which will be made within approved budget appropriations. STRATEGIC PLAN GOAL: Financially Strong City with Service Excellence PLANO TOMORROW PLAN PILLAR: Social Environment				
SUMMARY OF ITEM				
Approval of the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$304,500 from OverDrive, Inc., a sole source provider for the OverDrive platform, which is Plano Public Library's downloadable format vendor through the City of Plano Contract No. 2014-370-X. Sole source purchases are exempt from the competitive bid process as provided in V.T.C.A., Local Government Code, Section 252.022 (a) (7).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
OverDrive, Inc., Sole Source Letter, dated 8.25.16 Memo from Janet Cox, dated 8.25.16				



August 25, 2016

Janet Cox
Plano Public Library System
2501 Coit Road
Plano, TX 75075

RE: OverDrive as a sole source provider

Dear Ms. Cox:

OverDrive uniquely provides a series of services and digital content materials that enable public libraries to lend popular audiobooks, eBooks, streaming video and other digital content via the library's website on a single platform.

Uniquely available only from OverDrive as a sole source provider, we offer a system that combines:

- A customized website service for download digital materials integrated with the library's ILS system for real-time patron authentication
- OverDrive uniquely offers a Local Content portal for libraries, providing the ability to upload locally-produced and self-published digital content into the platform for lending to their patrons, with lending policies set by the library
- OverDrive Next Generation library platform features that provide instant access to eBook, video and audio formats, including browser-based reading with OverDrive Read, streaming access for video format, and browser-based listening with OverDrive Listen
- OverDrive's proprietary browser-based formats are the industry's only browser-based formats that are able cache the content for offline usage and does not require active internet connection to read/listen to the digital content
- OverDrive APIs, available via the OverDrive Developer Portal, allow for integration of digital content with library discovery tools
- Control for the library to set digital book lending policies and manage access and usage of materials, as well as a "Recommend to Library" feature for patrons to submit purchase suggestions
- Download eBooks capable of operating on portable devices such as iPads, Chromebooks, Nooks, Windows Mobile, as well as all generations of Amazon Kindle (*exclusive to OverDrive*)
- OverDrive is the only digital library lending provider that is able to offer downloads in the Kindle format and compatibility with all generations of the Amazon Kindle, the most popular and widely used eReading device on the market
- OverDrive apps for Windows and MACs, a single integrated desktop client software application for use of download audiobooks, music and video
- OverDrive is the only digital library vendor selling high quality fixed format and read-along ePUB3 content from top trade houses
- Download audiobooks and music with accessibility features for the blind and visually impaired
- OverDrive MP3 Audiobooks compatible with MAC/OS, iPods and other Apple devices

As a result of the combination of the above referenced items, as well as OverDrive, Inc.'s continued innovation, library market leadership, proven success and secret processes, OverDrive, Inc. is the sole vendor to offer these unique services and sought after materials. Please do not hesitate to contact me for further information.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Steve Potash", followed by a horizontal line extending to the right.

Steve Potash, CEO
OverDrive, Inc.
spotash@overdrive.com



Memorandum

Date: August 25, 2016

To: Libby Holtmann, Director of Libraries

From: Janet Cox, Library Technical Services Manager

Subject: City Council Approval for OverDrive, Inc.

Please request City Council approval to spend approximately \$304,500 with OverDrive, Inc., a sole source provider of content (e-books, music, video and e-audio library materials) with Kindle functionality for the OverDrive platform, our current downloadable format vendor through the City of Plano Contract No. 2014-370-X. The funds should be taken from 01-682-8441 and 01-682-6203.



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:		9/26/16			
Department:		Library Administration			
Department Head		Libby Holtmann			
Agenda Coordinator (include phone #): Jeanne Argomaniz (x4208)					
CAPTION					
Approval of the purchase of library materials including books, compact disks, and books-on-CD for Plano Public Library System (PPLS) in the amount of \$550,000 from Baker & Taylor through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee 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:	2016-2017	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	1,419,500	1,419,500
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-550,000	-550,000
BALANCE		0	0	869,500	869,500
FUND(S): GENERAL FUND					
COMMENTS: Funding for this item is subject to FY 2016-17 approved budget appropriations and will be made available in the FY 2016-17 Adopted Budget. The estimated future annual amount to be spent in FY 2016-17 is \$550,000, which will be made within approved budget appropriations.					
STRATEGIC PLAN GOAL: Financially Strong City with Service Excellence					
PLANO TOMORROW PLAN PILLAR: Social Environment					
SUMMARY OF ITEM					
The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Baker & Taylor in the amount of \$550,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Baker & Taylor through the Texas State Contract 715-M2 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.					
List of Supporting Documents: Memo from Janet Cox, dated 8.25.16			Other Departments, Boards, Commissions or Agencies		



Memorandum

Date: August 25, 2016
To: Libby Holtmann, Director of Libraries
From: Janet Cox, Library Technical Services Manager
Subject: City Council Approval for Baker & Taylor

Please request City Council approval to spend approximately \$550,000 with Baker & Taylor for the purchase of various library materials including books, compact disks, and books-on-CD. Funds should be taken from 01-682-8441 or 01-682-6203. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-M2 Print Materials and Multimedia with Baker & Taylor. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



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:		9/26/2016			
Department:		Technology Services - Radio Shop			
Department Head		Chris Chiancone			
Agenda Coordinator (include phone #): Corey Isaacs x7134					
CAPTION					
To approve an expenditure for the purchase of a one-year Motorola Services Agreement with three (3), one (1) year renewal options from Motorola Solutions, Inc., for the City of Plano Digital Radio System in the total amount of \$1,785,999 and authorizing the City Manager or his designee 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:	2016-17 thru 2019-20	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	1,785,999	1,785,999
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-1,785,999	-1,785,999
BALANCE		0	0	0	0
FUND(S): TECHNOLOGY SERVICES FUND					
<p>COMMENTS: This service agreement provides system upgrades to the Plano, Allen, Wylie and Murphy (PAWM) shared radio network. The estimated amount of \$424,355 will be spent in 2016-17, \$422,112 in 2017-18, \$427,819 in 2018-19, and \$511,713 in 2019-20 assuming all optional renewals are implemented. All expenditures will be made within annually approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: This Agreement to provide radio system upgrades relates to the City's Goals of a Financially Strong City with Service Excellence, Safe Large City and Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract No. 2016-0408-X)					
See Recommendation Memo.					
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies		



Memorandum

Date: September 14, 2016
To: Diane Palmer-Boeck, Director of Procurement and Project Management
From: Chris Chiancone, Chief Information Officer
Subject: Purchase of Motorola Service Agreement

Technology Services Radio Shop recommends the purchase from Motorola Solutions, Inc. of a 12-month service agreement with three (3), one (1) year renewals. This purchase is sole source.

This agreement (SUA II) provides bi-annual system upgrades to the PAWM radio network. This includes server and PC replacement as required to maintain the latest hardware and software platforms. The agreement covers Motorola hardware and software at all Plano radio towers and dispatch centers. The agreement includes Hi-Tech support for the PAWM radio network on-call technicians. This service provides technical support and case resolution used to troubleshoot and resolve technical issues involving the radio network, radio programming and repairs as well as software support. Additionally, this agreement provides software patches, system infrastructure upgrades, depot level portable and mobile repair services, patches to protect against viruses and other network vulnerabilities. This agreement also includes network monitoring services.

Failure to approve this contract will result in the loss of online technical support, Hi-Tech case management and case tracking, radio system infrastructure upgrades, software security updates as well as mobile and portable subscriber repairs. These services are essential to maintaining the public safety digital radio system. The PAWM inter-local agreement requires each participating city to maintain the SUA II agreement with Motorola. This service agreement is Plano's portion of the SUA II as agreed to by Plano, Allen, Wylie, and Murphy.

The cost of these services for FY 2016-17 budget year is \$424,355.28, FY17-18 \$422,111.93, FY18-19 \$427,818.80 and FY19-20 \$511,713.39 with a 4 year total of \$1,785,999.40. This item is funded from budget code 398.6313.



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:		September 26, 2016		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): Tammy Stuckey X 7156				
CAPTION				
To approve expenditures for the Heritage Preservation Grant Program in the total amount of \$798,847 for heritage preservation, 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: 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	800,000	800,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-798,847	-798,847
BALANCE	0	0	1,153	1,153
FUND(S): CONVENTION & TOURISM FUND				
<p>COMMENTS: Funding of Heritage Preservation Grants is included in the approved 2016-17 Budget. The total amount of \$798,847 is funded from Hotel/Motel tax revenue within the Convention & Tourism Fund.</p> <p>STRATEGIC PLAN GOAL: Providing funding to various Heritage Preservation organizations directly supports the City's Strategic Plan Goal of Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
The 2016 funding amounts and recipients were considered by City Council at the August 3, 2016 Budget Work Session.				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies Heritage Commission	



Memorandum

Date: September 13, 2016

To: Bruce D. Glasscock, City Manager
Jack Carr, Deputy City Manager

From: Doug McDonald, AICP, Comprehensive Planning Manager

Subject: Recommendation for Heritage Preservation Grant Awards for FY2016-17

At the FY2016-17 Budget Work Session on August 3, 2016, City Council reviewed Heritage Commission recommendations for the allocation of the 2016-17 Heritage Preservation Grants. On September 12, 2016, City Council adopted the FY2016-17 budget, which included a line item for Heritage Preservation Grants totaling \$800,000. The following agencies are recommended for Heritage Preservation Grant funding as detailed below:

Heritage Farmstead Museum	\$466,720.00
Plano Conservancy for Historic Preservation	\$263,782.55
Plano Art Association	\$68,344.25
Total:	\$798,846.80

Please let me know if you have any questions or need further clarification regarding the Heritage Preservation grants.

xc: Christina D. Day, AICP, Director of Planning



**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:		09/26/16		
Department:	Police			
Department Head	Gregory W. Rushin			
Agenda Coordinator (include phone #): Lincoln Thompson (Ext. 7376)				
CAPTION				
To approve an expenditure for a ParaDNA preliminary DNA screening device in the amount of \$95,545 from Foster and Freeman USA Inc. for the Police Department 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: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	280,000	0	280,000
Encumbered/Expended Amount	0	-112,779	0	-112,779
This Item	0	-95,545	0	-95,545
BALANCE	0	71,676	0	71,676
FUND(S): Criminal Investigation Fund				
COMMENTS: Funds are available in the Criminal Investigation Fund for the purchase of a DNA screening unit and supplies for the Plano Police Department. The remaining balance of these funds will be used for other equipment aligned with PPD's current operations. STRATEGIC PLAN GOAL(S): Providing a DNA screening unit and supplies for the Plano Police Department relates to the City's Goals of a Financially Strong City with Service Excellence and a Safe Large City.				
SUMMARY OF ITEM				
The City is exempt from the competitive bid process for this purchase as allowed by Local Government Code Chapter 252 Subchapter B Section 252.022(a)(7)(A). (City of Plano Internal Contract No. 2016-0015-X) See Recommendation Memo.				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies NA	



Memorandum

Date: August 22, 2016
To: Mark Israelson, Deputy City Manager
From: Gregory W. Rushin, Chief of Police 
Subject: Police Department Lab-based DNA Screening Unit

The Police Department is seeking to acquire a preliminary DNA screening device called ParaDNA. It was developed by LGC, a UK company providing forensic products and services. Their ParaDNA instrument is the only one we are aware of that can provide us with the following capabilities:

1. Screen collected samples for presence of DNA, using the Screening Test, prior to sending to a forensic DNA laboratory using an extremely small portion of the collected sample
2. Offer very simple sampling technique that is very user-friendly and can be used anywhere by a wide variety of operators
3. Using the Intelligence Test, produce a high accuracy DNA profile at 5 STR loci and the gender determination locus, Amelogenin, that will typically produce one in one million match probabilities
4. Enable quick triaging of many samples in large crime scenes or mass disasters
5. Produce data on instrument in 75 minutes

Use of this instrument will actually end up saving the Department money, since we will be able to select optimal samples to send to outside labs rather than simply sending them at a cost of \$700/sample. Our screening cost will typically be \$50-75/sample. Additionally, use of the instrument should provide CSI criminalists with information that will improve their sampling techniques and provide more information to detectives for solving crimes.

In order to implement use of the ParaDNA unit, LGC's sole U.S. distributor, Foster and Freeman USA Inc., would provide instructional sessions to our Criminalists and Criminalist Supervisors on use of the technology.

It is the recommendation of the Police Department to purchase a ParaDNA preliminary DNA screening device for a total expenditure of \$95,545.00 to be awarded to Foster and Freeman USA Inc., the authorized distributor of the sole source manufacturer, LGC. Failure to acquire this lab-based DNA screening unit would likely result in outside lab costs for invalid DNA samples and negatively impact our ability to provide outstanding police services to the citizens of Plano.



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:		09/26/16			
Department:		Public Safety Communications			
Department Head		Susan Carr			
Agenda Coordinator (include phone #): Pam Philley x7966					
CAPTION					
A Resolution of the City of Plano, Texas, ratifying the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the North Texas Emergency Communications Center, Inc., for Interim Executive Director services; approving 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 checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-16 thru 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	4,752	18,177	22,929
BALANCE		0	4,752	18,177	22,929
FUND(S): GENERAL FUND					
COMMENTS: Approval of this interlocal agreement providing Interim Executive Director services to the North Texas Emergency Communications Center, Inc. (NTECC) provides for reimbursement from NTECC for the projected amount of \$22,929 to cover an amount equal to employee's regularly-scheduled pay as a City of Plano employee.					
STRATEGIC PLAN GOAL: Utilizing interlocal agreements relates to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
NTECC desires to have an Interim Executive Director while it conducts a search to hire a full-time Executive Director and has requested that the City of Plano allow Mark Theurer to serve as Interim Executive Director for NTECC in return for reimbursement for services rendered. This Agreement shall be week-to-week and commence on or after September 12, 2016 and shall automatically renew each week unless terminated sooner.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution and Exhibit "A"					

A Resolution of the City of Plano, Texas, ratifying the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the North Texas Emergency Communications Center, Inc., for Interim Executive Director services; approving its execution by the City Manager or his 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 Council has been presented an Interlocal Cooperation Agreement for providing Interim Executive Director services by and between the City of Plano, Texas and the North Texas Emergency Communications Center, Inc., 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 ratified and approved.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, is hereby in all things ratified and execution by the City Manager or his designee on behalf of the City of Plano is hereby approved.

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

DULY PASSED AND APPROVED this the 26th day of September, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF
PLANO, TEXAS AND THE NORTH TEXAS EMERGENCY
COMMUNICATIONS CENTER, INC.
FOR INTERIM EXECUTIVE DIRECTOR**

THIS AGREEMENT, (the "Agreement"), is made and entered into by and between the City of Plano, Texas a home-rule municipal corporation located in Collin and Denton counties, Texas (hereinafter referred to as "Plano") and the North Texas Emergency Communications Center, Inc., a Texas local government corporation located in Dallas and Denton Counties, Texas (hereinafter referred to as "NTECC")

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, et seq. (the "Act"); and

WHEREAS, NTECC was created by the cities of Addison, Carrollton, Coppell, and Farmers Branch to own and operate on half of its owner cities a consolidated public safety dispatch and communications center; and

WHEREAS, Plano and NTECC are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, NTECC needs an Interim Executive Director and has requested Plano to allow Administrative Manager Mark Theurer (hereinafter referred to as "Mark Theurer") to serve as Interim Executive Director for NTECC in return for compensation for services rendered; and

WHEREAS, NTECC has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, Plano and NTECC mutually desire to be subject to the provisions of V.T.C.A. Government Code §791.001, et. seq., the Interlocal Cooperation Act, and other applicable sections, statutes and contracts pursuant thereto;

NOW THEREFORE, for mutual consideration hereinafter stated, Plano and NTECC agree as follows:

**I.
TERM AND TERMINATION**

This Agreement shall be week-to-week commencing September 12, 2016, and shall automatically renew each week unless terminated sooner pursuant to any one or more of the following terms:

- A. This Agreement may be terminated by either party for any reason or no reason by giving at least fourteen (14) days written notice to the other party.

- B. NTECC may terminate this Agreement immediately and without notice upon the conviction of Mark Theurer in any felony, or of any misdemeanor involving theft, or the failure of Mark Theurer to diligently or properly perform Mark Theurer's duties under this Agreement.

**II.
OPERATING STANDARDS**

Mark Theurer will determine the method, details, and means of performing Interim Executive Director Services under this Agreement to the satisfaction of NTECC and under NTECC's direct oversight. Plano and NTECC mutually agree to fully adhere to all ethical and other operating standards, practices, and policies of NTECC, as defined from time to time by NTECC.

**III.
COMPENSATION FOR SERVICES**

Beginning September 12, 2016 through October 2, 2016, NTECC shall compensate Plano under this Agreement at a rate of \$56.57 per hour for hours worked by Mark Theurer for NTECC. Beginning October 3, 2016 through October 16, 2016, NTECC shall compensate Plano under this Agreement at a rate of \$58.05 per hour for hours worked by Mark Theurer for NTECC. Beginning October 17, 2016, NTECC shall compensate Plano under this Agreement at a rate of \$59.23 per hour for hours worked by Mark Theurer for NTECC. Mark Theurer will continue to draw the current salary being received by Plano. Mark Theurer will not be on paid leave from Plano during this assignment, nor will this assignment create a vacancy at the Plano Public Safety Communications. Mark Theurer will typically work three and one-half (3½) days per week, twenty-eight (28) hours per week, unless otherwise authorized by NTECC. Any hours worked in excess of forty (40) hours per week, will be paid at the standard contract per hour rate based on the respective effective dates and rates specified above. Plano is only paid for hours worked by Mark Theurer and is not paid for Mark Theurer's commute time, holidays, or any type of leave (vacation, sick, personal, etc.) that Mark Theurer may take.

Mark Theurer will submit a weekly time sheet to NTECC for payment of services performed for NTECC. The time sheet must be submitted no later than Monday each week for hours worked the preceding week. NTECC will pay Plano within fourteen (14) days of each submittal by Mark Theurer.

**IV.
CONTRACTUAL RELATIONSHIP ONLY**

In performing services under this Agreement, Plano and/or Mark Theurer will not be considered an employee, agent, or servant of NTECC, and NTECC shall have no obligation to withhold federal income taxes, FICA taxes, or otherwise. Plano and Mark Theurer will be solely responsible for compliance with any tax requirements, including

without limitation, federal income tax and FICA taxes. None of the benefits provided by NTECC to full-time employees shall be made available to Plano or Mark Theurer under this Agreement. NTECC and Plano acknowledge and agree that each will solely be responsible for its actions and those acts of its employees, including acts of omission, taken in connection with the performance of this Agreement. Neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party. Neither Plano nor Mark Theurer shall have any right to obligate NTECC to make any payments or provide any consideration to any person or organization.

**V.
COMPLIANCE WITH LAW**

Plano and Mark Theurer shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of NTECC. It is agreed and understood that, if NTECC calls to the attention of Plano and Mark Theurer any such violation on the part of Plano and/or Mark Theurer that Plano and/or Mark Theurer shall immediately desist from and correct such violation.

**VI.
NON-DISCRIMINATION**

In the execution, performance, or attempted performance of this Agreement, Plano and Mark Theurer will not discriminate against any person or persons because of disability, age, familial status, sex, race, religion, color, national origin, or sexual orientation.

**VII.
GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the state of Texas. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, or attempted performance of this Agreement, venue for said action shall lie in Collin County, Texas.

**VIII.
DISCLOSURE OF CONFLICTS**

Plano hereby warrants to NTECC that Plano has made full disclosure in writing of any existing or potential conflicts of interest related to Mark Theurer's provision of the services. In the event that any conflicts of interest arise after the execution of this Agreement, Plano hereby agrees to make full disclosure to NTECC in writing immediately upon learning of such conflict.

Mark Theurer will not accept other employment or consulting work during the term of this Agreement without prior written consent of NTECC:

IX.
INDEMNIFICATION

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

To the extent allowed by law, NTECC does hereby agree to defend, hold harmless, and indemnify the designated Interim Executive Director, Plano, and its respective officers, agents and employees, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken in the Interim's individual or official capacity as a contractor and as Interim Executive Director, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim Executive Director as a contractor of NTECC acting within the course and scope of the Interim Executive Director's assignment with NTECC, excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that the Interim Executive Director committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting negligence, or acted in bad faith. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of the Interim Executive Director's legal counsel shall be with the mutual agreement of the Interim Executive Director and NTECC if such legal counsel is not also NTECC's legal counsel. The provisions of this paragraph shall survive the termination, expiration, or other end of this Agreement and/or the Interim Executive Director's assignment with NTECC.

Notwithstanding anything herein to the contrary, neither party has waived or intends to waive any defense or immunity, including sovereign immunity, which is or may be available to such party in defense of any demand, claim, suit, actions, and/or judgments against such party.

X.
ENTIRE AGREEMENT

This Agreement represents the full and complete agreement between NTECC and Plano and supersedes all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the parties.

**XI.
NOTICE**

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

PLANO

Bruce D. Glasscock
City Manager
City of Plano
P. O. Box 860358
Plano, Texas 75086-0358

NTECC

Clay Phillips, President
NTECC
1649 W. Frankford Rd., Suite 150
Carrollton, Texas 75007

With Copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager &
Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

**XII.
AUTHORITY TO SIGN / CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. NTECC has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

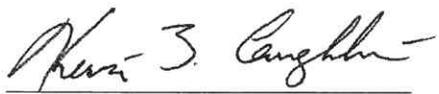
Signatures on Following Pages

Signed and Agreed this 9 day of September 2016.

**NORTH TEXAS EMERGENCY
COMMUNICATIONS CENTER, INC.**

BY: 
Clay Phillips, President

APPROVED AS TO FORM:


Kevin B. Laughlin, GENERAL COUNSEL

Signed and Agreed this ___ day of _____, 2016.

CITY OF PLANO, TEXAS

BY: _____
Bruce D. Glasscock
CITY MANAGER

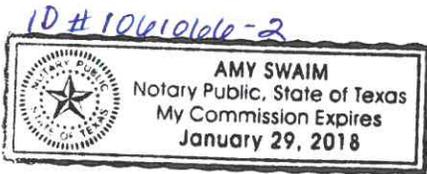
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9 day of September, 2016 by **CLAY PHILLIPS**, President of the **NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER, INC.**, a Texas local government corporation, on behalf of said corporation.



Amy Swaim
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2016 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		September 26, 2016		
Department:		City Manager		
Department Head		Bruce D. Glasscock		
Agenda Coordinator (include phone #): Cindy Pierce, ext. 5161				
CAPTION				
A Resolution of the City of Plano, Texas designating the City of Plano as a HIPAA Hybrid Entity in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
A Resolution designating the City of Plano as a HIPAA Hybrid Entity. Employees in Fire-Rescue, Human Resources, Technology Services and other departments that fulfill a role in providing services involving protected health information must fully comply with the procedures for securing such protected health information and complete the required training as required by HIPAA.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				

A Resolution of the City of Plano, Texas designating the City of Plano as a HIPAA Hybrid Entity in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and providing an effective date.

WHEREAS, the City of Plano, Texas (the “City”) is committed to compliance with all applicable laws including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services; and

WHEREAS, the City Council has authorized the implementation of any necessary policies and procedures necessary to implement this Hybrid Designation and to ensure compliance with HIPAA and other applicable laws; and

WHEREAS, the City Council has determined that the City may more effectively and efficiently ensure HIPAA compliance by designating the City as a “hybrid entity,” as that term is defined under HIPAA at 45 CFR § 164.103.

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

Section I. The City Council of the City of Plano hereby designates the City as a “hybrid entity,” pursuant to 45 CFR §164.105(a)(2)(iii)(D).

Section II. This appointment shall be for a term of two years pursuant to Section 121.023 of the Health and Safety Code.

Section III. The following City Departments are hereby designated as part of the health care component of the City’s hybrid entity:

- (i) City of Plano Fire-Rescue
- (ii) City of Plano Human Resources
- (iii) City of Plano Technology Services

Section IV. When performing services on behalf of a designated health care component of the City, City employees are designated as workforce members of that health care component when performing services involving Protected Health Information (“PHI”). This includes, but is not limited to, legal, accounting, consulting, risk management and other services on behalf of a health care component when the services involve the creation, receipt, maintenance or transmittal of PHI.

Section V. All other City Departments or Divisions not otherwise specified or designated as health care components are hereby designated as non-health care components.

Section VI. Health care components may only exchange PHI with non-health care components if doing so is permitted by HIPAA and City policies. Any person who performs duties for both health care components and non-health care components must not use or disclose PHI in a way that would be impermissible under HIPAA or the City's policies.

Section VII. The City Council hereby approves implementation of any policies and procedures necessary to comply with HIPAA requirements for hybrid entities.

Section VIII. The City Council hereby directs all City Departments to comply with any hybrid entity policies and procedures implemented by the City, as applicable.

Section IX. Each Director of a Department shall immediately report all complaints, suspected breaches of PHI, security incidents, suspected HIPAA violations or other issues related to the City's HIPAA compliance to the City's Privacy Officer.

Section X. City employees shall only access PHI in accordance with their specific job functions and only for a legitimate work related purpose in accordance with all City policies and procedures and the HIPAA regulations. Any employees who do not comply with the City's policies or procedures, or HIPAA, may be subject to discipline.

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

DULY PASSED AND APPROVED this the 26th of September, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		9/26/16		
Department:		Parks and Recreation		
Department Head		Robin Reeves		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract by and between Razor & 121 Limited Partnership and the City of Plano, Texas, for the purchase of approximately 28.544 acres of land located east of Razor Boulevard and south of Texas State Highway 121 in the City of Plano, Collin County, Texas, for the purpose of providing sites for future City facilities and as an addition to Legacy Trail; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2016-17	Prior Year (CIP Only)	Current Year	Future Years
		0	300,000	2,300,000
	Encumbered/Expended Amount	0	0	-632,700
	This Item	0	0	-1,950,000
	BALANCE	0	300,000	-282,700
FUND(S): GENERAL FUND & PARK FEE PROGRAM CIP				
<p>COMMENTS: Funding for this item is available in the 2015-16 CIP & 2016-17 Operating Budget. In addition to the \$300,000 available from the Park Fee Program CIP, there is a companion agenda item for a supplemental appropriation totaling \$1,650,000 for the General Fund which will provide the funding for land planned for future Police, Fire and Public Works facilities. This supplemental appropriation is possible due to sales tax revenues that exceeded revenue estimates in the 2015-16 Budget. The purchase of 28.5 acres for park land and future city facilities, in the amount of \$1,950,000, will leave a total balance of \$17,300 available in the Park Fee Program CIP, with all of the operating budget allocated for this purchase being fully utilized.</p>				
SUMMARY OF ITEM				
<p>Approval of an expenditure of \$1,950,000 for the purchase of approximately 28.544 acres of land. The property will serve as a site for future City facilities including a Police substation, a Fire training facility and a Public Works storage building. The property will also provide an addition to Legacy Trail in accordance with the City of Plano Park Master Plan. A current appraisal supports the price being paid for the property.</p>				
Project Location Map:				
https://goo.gl/maps/5xvSCeS2WAm				



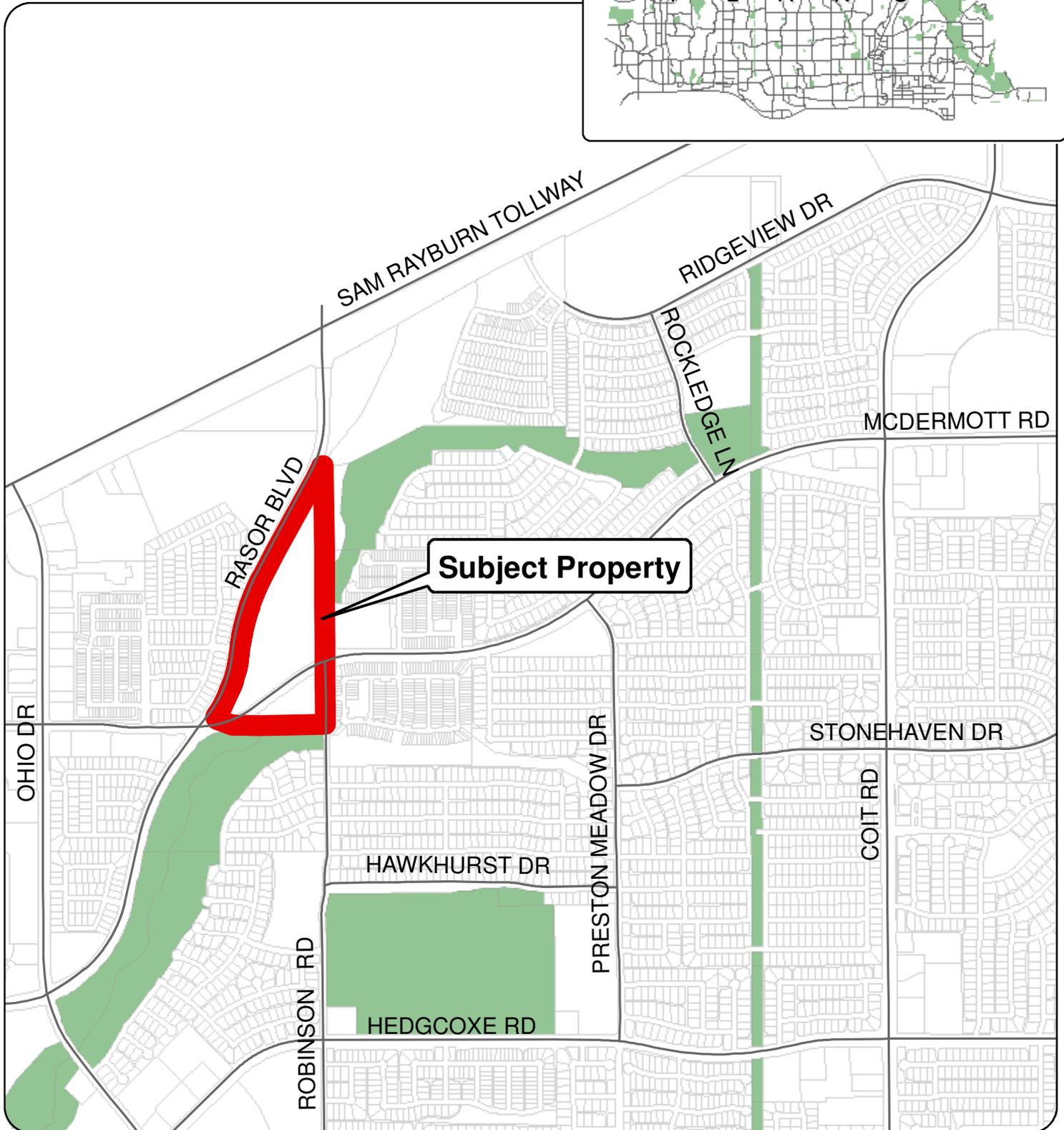
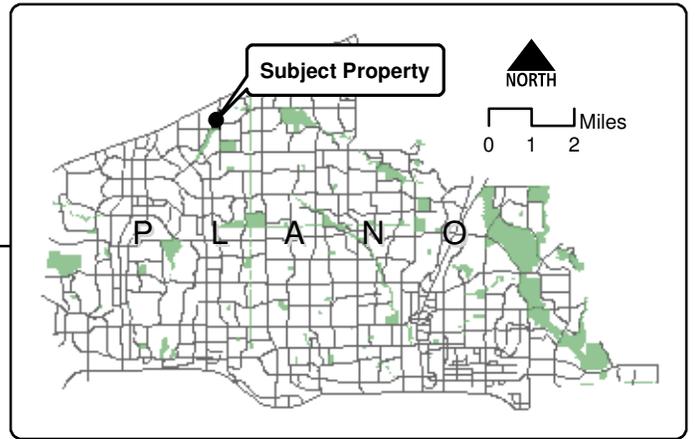
CITY OF PLANO COUNCIL AGENDA ITEM

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



Location Map

Rasor & 121
Limited Partnership Tracts 1 & 2
28.544 acres



TinaB 8/31/2016 C:\MXDs\Location Maps\Rasor & 121.mxd

0 0.1 0.2 Miles



A Resolution of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract by and between Rasor & 121 Limited Partnership and the City of Plano, Texas, for the purchase of approximately 28.544 acres of land located east of Rasor Boulevard and south of Texas State Highway 121 in the City of Plano, Collin County, Texas, for the purpose of providing sites for future City facilities and as an addition to Legacy Trail; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, City desires to purchase from Rasor & 121 Limited Partnership approximately 28.544 acres of land in fee simple, located east of Rasor Boulevard and south of Texas State Highway 121 in the City of Plano, Collin County, Texas, (“Property”) for the purpose of providing sites for future City facilities and as an addition to Legacy Trail; and

WHEREAS, the City Council has been presented a proposed Real Estate Contract by and between Rasor & 121 Limited Partnership and the City of Plano, Texas, to provide for the terms and conditions for the sale and purchase of the Property, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Contract”); and

WHEREAS, upon full review and consideration of the Contract, 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 Contract, 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 Real Estate Contract 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 Contract.

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

DULY PASSED AND APPROVED this the 26th day of September, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

REAL ESTATE CONTRACT

This contract is entered into as of the Effective Date (as hereinafter defined) by and between **Rasor & 121 Limited Partnership** ("Seller"), and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation ("Buyer").

WHEREAS, Buyer desires to purchase and Seller desires to sell to Buyer 28.544+/- acres of land in fee simple in Plano, Collin County, Texas and more particularly described in Exhibit "A" attached hereto and made a part hereof by reference and being herein referred to as the "Property".

WHEREAS, Seller and Buyer have entered into this Real Estate Contract (the "Contract") to provide for the terms and conditions of the sale and purchase of the Property.

NOW, THEREFORE, in consideration of the premises and for further consideration of the terms, provisions, and condition hereinafter set forth, Seller and the Buyer have agreed as follows:

1. Agreement to Convey

For the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth, Seller has agreed and does hereby agree to sell, grant and convey the Property to Buyer and Buyer has agreed and does hereby agree to purchase the Property from the Seller. The Property shall be conveyed to Buyer together with all and singular the rights and appurtenances pertaining to such Property including, but not limited to, any right, title and interest of Seller in and to easements, adjacent streets, alleys and rights-of-way and together with all improvements, fixtures and buildings located, constructed, or placed thereon.

2. Purchase Price and Escrow

The purchase price ("Purchase Price") to be paid for the Property shall be **ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$1,950,000.00)**.

- A. **Earnest Money.** Seller hereby acknowledges receipt of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** paid by Buyer as earnest money, to the order of North American Title Company, Saint Ann Court, 2501 N. Harwood, Suite 1210, Dallas, Texas 75201 (Attn: Charlie Badgett) (the "Title Company"), to be held pursuant to the terms of this Contract.
- B. **Additional Earnest Money.** In the event that this Contract is not terminated prior to the conclusion of the Review Period, defined below, Buyer agrees to deposit an additional **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** as earnest money.
- C. **Payment of Purchase Price.** The purchase price shall be paid as follows:

1. At Closing, all earnest money deposited shall be credited to the purchase price.
2. At Closing, Buyer shall pay the additional sum of **ONE MILLION NINE HUNDRED THOUSAND DOLLARS (\$1,900,000.00)**.

3. Title Commitment, Survey and Title Insurance

(a) Prior to the execution of this Contract, Seller, at its sole cost and expense, has heretofore obtained and delivered to Buyer a title commitment covering the Property. The title commitment shall be issued by the Title Company. Within forty-five (45) days from the execution of this Contract, Buyer shall obtain a survey of the Property from Kimley-Horn or other surveyor. In the event the title has defects, Buyer will notify Seller in writing specifying the defects and Seller shall have fifteen (15) days to cure said defects or Buyer may cancel this Contract. Buyer, at its sole option, may waive any defects in writing. At Closing, Seller shall provide a basic premium title insurance policy from the Title Company; Buyer will pay for all endorsements and special coverages.

(b) Seller shall reimburse Buyer for the cost of the survey (up to \$5,000.00) in the event that the sale of the Property closes and funds.

(c) NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, (i) BUYER'S RIGHT TO TERMINATE THIS CONTRACT PURSUANT TO THIS SECTION 3 SHALL EXPRESSLY TERMINATE UPON THE EXPIRATION OF THE REVIEW PERIOD, WHEREUPON BUYER'S APPROVAL OF THE TITLE COMMITMENT AND SURVEY SHALL BECOME ABSOLUTE AND ALL ITEMS REFERENCED ON SCHEDULE B OF THE TITLE COMMITMENT SHALL BE CONSIDERED "PERMITTED EXCEPTIONS"; (ii) SELLER SHALL SATISFY AND OBTAIN THE RELEASES OF ALL VOLUNTARY LIENS CREATED BY SELLER REFLECTED ON SCHEDULE C OF THE TITLE COMMITMENT AND ANY EXCEPTIONS TO TITLE CREATED SOLELY BY SELLER AFTER THE EFFECTIVE DATE; AND (iii) SUCH VOLUNTARY LIENS REFLECTED ON SCHEDULE C OF THE TITLE COMMITMENT AND ANY EXCEPTIONS TO TITLE CREATED SOLELY BY SELLER AFTER THE EFFECTIVE DATE SHALL NOT CONSTITUTE PERMITTED EXCEPTIONS.

4. Review Period

(a) Buyer shall have until November 1, 2016 (the "Review Period") to conduct any or all of the following: engineering, planning, appraisal, environmental assessment, and any other studies deemed appropriate by Buyer for the Property. Seller grants the Buyer a right of entry to the Property to conduct the studies. These studies must be satisfactory to the Buyer. If the studies are not satisfactory to the Buyer (in Buyer's sole opinion) the Buyer may terminate the Contract by written notice to Seller given during the Review Period.

(b) Any entry made on the Property by the Buyer or its representatives shall be upon reasonable notice to Seller at reasonable times. Buyer shall pay for all such work and inspections performed on or in connections with the Property and shall not permit the creation of any lien in favor of any contractor, materialman, mechanic, surveyor, architect, or laborer engaged by the Buyer.

(c) BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER HAS, OR WILL HAVE PRIOR TO THE END OF THE REVIEW PERIOD, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON THE REVIEW, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER AND THAT BUYER IS PURCHASING THE PROPERTY ON AN “AS IS”, “WHERE IS” AND “WITH ALL FAULTS” BASIS, WITHOUT REPRESENTATIONS [OTHER THAN THE LIMITED REPRESENTATIONS SET FORTH HEREIN) AND IN THE DEED (as hereinafter defined)], WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. PROVIDED, HOWEVER, NOTHING CONTAINED IN THIS SECTION SHALL LIMIT THE WARRANTIES SET FORTH IN THE DEED TO BE DELIVERED FROM SELLER TO BUYER AT THE CLOSING, PURSUANT TO SECTION 5 HEREOF, NOR THE REPRESENTATIONS OF SELLER MADE IN SECTION 7 HEREOF. THE EXPRESS INTENTION OF BUYER AND SELLER IS THAT BUYER SHALL PURCHASE THE PROPERTY FROM SELLER WITHOUT ANY REPRESENTATIONS (OTHER THAN THE LIMITED REPRESENTATIONS SET FORTH HEREIN AND IN THE DEED), WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, FROM OR OF SELLER. BUYER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS (OTHER THAN THE LIMITED REPRESENTATIONS SET FORTH HEREIN AND IN THE DEED), WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY BE DEEMED TO HAVE BEEN MADE OR GIVEN, BY SELLER. IN ADDITION, BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT SELLER IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN BE ACCOMPLISHED THROUGH BUYER'S OR SELLER'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING OR ZONING PROCESS OF THE CITY OF PLANO, COLLIN COUNTY, OR ANY OTHER GOVERNMENTAL OR MUNICIPAL AUTHORITIES, BOARDS OR ENTITIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THE TRANSACTION CONTEMPLATED HEREBY, AS ARE ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY OR ANY PROJECT NOW CONSTRUCTED OR TO BE CONSTRUCTED OR IN THE FUTURE WILL MEET

OR COMPLY WITH THE REQUIREMENTS OF ANY HEALTH, ENVIRONMENTAL OR SAFETY CODE OR REGULATION OF THE STATE OF TEXAS, THE CITY OF PLANO, THE COUNTY OF COLLIN, OR ANY OTHER AUTHORITY OR JURISDICTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN THE EVENT BUYER ACTUALLY TAKES TITLE TO THE PROPERTY, BUYER HEREBY ASSUMES ALL RISK (AND AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER (OR ITS SUCCESSORS AND ASSIGNS) FOR ANY SPECIAL DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY ACCRUING ON OR AFTER THE CLOSING DATE EXCEPT FOR ANY RISK AND ANY DAMAGES INCURRED BY BUYER RESULTING FROM ANY BREACH OF SELLER'S LIMITED REPRESENTATIONS SET FORTH HEREIN OR IN THE DEED.

5. The Closing

The closing of this Contract pertaining to the Property shall be consummated at a "Closing" to be held at the office of the Title Company at such time, date and place that the parties may agree upon but no later than fifteen (15) days after the end of the Review Period (such date, the "Closing Date"). At the Closing, Seller agrees to deliver to Buyer:

(a) An executed Special Warranty Deed (the "Deed") in the form attached hereto as Exhibit B conveying good and indefeasible title in fee simple to the Property and containing covenants of special warranty; said Deed being subject only to the Permitted Exceptions.

(b) All releases or other documents or instruments (all in recordable form) necessary to convey title to the Property as required by this Contract.

(c) Such other documents and instruments as may be necessary to evidence the authority of Seller to convey title to the Property.

At the Closing, Buyer agrees to deliver to Seller the Purchase Price.

6. Commissions, Closing Costs and Proration of Taxes

At Closing, Seller shall pay in cash, from the proceeds received from Buyer, real estate commissions in the amount of six percent (6%) of the purchase price. Such commissions shall be divided equally between **SANCHEZ/FRANKLIN REAL ESTATE (Rick Franklin); JOHN C. FRANKLIN;** and **FAIRWAY GROUP REAL ESTATE (Rick Fambro)**, each to receive one-third of the total commissions paid.

The following closing costs shall be paid by Seller: the title policy (basic premium only), survey reimbursement (up to the maximum set forth above) and one-half (1/2) of any escrow fee. The following closing costs shall be paid by Buyer: recording

fees, title policy endorsements (if any), survey costs in excess of Seller's maximum reimbursement (if any) and one-half (1/2) of any escrow fee. All other expenses incurred by Seller and Buyer with respect to the Closing, including, but not limited to, attorneys' fees incurred in connection with this Contract, shall be borne and paid exclusively by the party incurring same. Ad valorem taxes for the year of closing shall be prorated as of the Closing in accordance with the Texas Tax Code. All delinquent ad valorem taxes, if any, shall be paid by Seller. Buyer shall be responsible for all "rollback" taxes, if any, and Seller shall have no liability or responsibility for same.

7. Representations and Warranties of Seller

Seller makes the following representations and warranties to Buyer regarding the Property to the best knowledge of Seller:

(a) At Closing, there shall be no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers, and no prescriptive rights will have been acquired in, or have commenced to run against the Property or any portion thereof, except pursuant to a Permitted Exception.

(b) There is no litigation, including pending or threatened claims, or similar proceeding pending against the Property that would affect the Property or any portion thereof.

(c) At Closing, no person, firm, partnership, corporation or other entity shall have any right or option to purchase, lease, occupy or use the Property or any part thereof, except pursuant to a Permitted Exception.

(d) At Closing, the consummation of the transactions contemplated herein will not violate or constitute a default under any provision of any contract, agreement, regulation, court order, judgment, decree, law or other document or instrument to which Seller is subject or bound and will not violate any other restrictions or prohibition of any kind or character to which Seller is subject.

(e) Seller is duly authorized and empowered to enter into this Contract and to consummate the transactions contemplated hereunder, and any person executing this Contract on behalf of Seller is duly authorized and empowered to do so.

(f) To the best knowledge of Seller, Seller has not received any written notice of the existence of any environmental hazards or the occurrence of any violation of hazardous materials laws or ordinances on or affecting the Property, and Seller has no actual knowledge of (but has not under taken any investigation of the Property or its own files in any manner) any underground storage tanks or containers, dumpsites, or landfills now or previously located on the Property. Nor does Seller have actual knowledge of (but has not under taken any investigation of the Property or its own files in any manner) the existence of any wetlands, as defined by federal or state law or regulation, or any threatened or endangered species or their habitat on the Property. **SELLER**

STRONGLY ENCOURAGES BUYER TO PERFORM NORMAL AND CUSTOMARY DILIGENCE AS TO ALL OF THESE MATTERS GIVEN THAT VARIOUS PROBLEMS COULD INDEED EXIST OF WHICH SELLER HAS NO CURRENT ACTUAL KNOWLEDGE OR RECOLLECTION.

Whenever reference is made in this Contract to the best knowledge of Seller (or “actual” knowledge or “current actual” knowledge), such reference shall be deemed limited to the current actual (but not constructive) knowledge of John C. Franklin—manager of the CNF, LLC, the General Partner of Seller—without investigation (the “Knowledge Party”). Seller hereby represents that the Knowledge Party is the person with primary knowledge and development responsibility respecting the Property.

8. Representations and Warranties of Buyer.

Buyer represents and warrants to Seller that this Contract is duly and validly authorized and executed by Buyer.

9. Intentionally deleted.

10. Acknowledgments, Covenants and Agreements of Parties

Seller acknowledges covenants and agrees with Buyer as follows during the pendency of this Contract:

(a) Buyer and its agents and representatives shall have full access to the Property at any time mutually agreed by the parties.

(b) No new or additional improvements will be constructed, located or placed on the Property without the prior written consent of Buyer.

(c) Seller shall not, without the prior written consent of the Buyer, create, impose or agree to any mortgages, liens, encumbrances, leases, tenancies, licenses, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title to the Property.

(d) This Contract constitutes a full and final settlement for all compensation due Seller for the Property by the Buyer.

11. Condemnation In the event that prior to the date of Closing condemnation procedures are commenced by any governmental entity or authority other than Buyer or other entity acting by, through or under Buyer, against a portion or all of the Property or Seller receives any verbal or written notice of a threat or intent of condemnation of a portion or all of the Property by any governmental entity or authority other than Buyer or other entity acting by, through or under Buyer, Seller shall immediately notify Buyer and Buyer may, at its election, terminate this Contract by written notice to Seller within ten (10) business days after receipt of Seller's notice. Upon termination, neither party shall

have any further rights or obligations hereunder. Should Buyer elect not to exercise its option as provided hereunder, then the Contract shall remain in full force and effect and Seller shall assign or pay to Buyer at Closing Seller's interest in and to all condemnation awards or proceeds from any such proceedings or actions in lieu thereof.

12. Default

(a) Seller's Default. In the event Seller should fail to consummate this Contract for any reason except Buyer's default, Buyer may, at its option, either enforce specific performance of this Contract or terminate this Contract as its sole and exclusive remedy hereunder. If Seller is unable to deliver title as required by this Contract, Buyer shall have the right, but not the obligation, to take the Property with whatever title Seller can deliver. Nothing herein shall be construed to limit the Buyer's right and power of eminent domain.

(b) Buyer's Default. In the event Buyer shall fail to consummate this Contract for any reason except a reason set out in Section 3, 4, 7, 9, 11 or 12(a) herein or except for Seller's default, Seller may, at its option and as its sole and exclusive remedy, terminate this Contract by giving written notice thereof to Buyer and receive the Earnest Money as liquidated damages.

13. Non-waiver

No waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party against which enforcement is sought. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach of this Contract by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other or subsequent breach of the same or any other term, covenant or condition herein contained.

14. Representations Survive Closing

All covenants, representations, and warranties in this Contract survive Closing for a period of 180 days. If any representation in this Contract is untrue on the Closing date, the party making such representation will be in default.

15. Miscellaneous Provisions

(a) This Contract embodies the complete and entire agreement between the parties hereto relative to the Property and supersedes all prior negotiations, agreements and understanding relating thereto and may not be varied except by written agreement of such parties.

(b) This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, administrators and assigns.

(c) This Contract shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Venue for any dispute arising out of this agreement shall be Collin County, Texas.

(d) In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(f) The headings used throughout this Contract have been used for administrative convenience only and do not constitute matters to be considered in interpreting this Contract.

(g) The "Effective Date" of this Contract shall be the last date of signature of any party set forth below.

(h) Time is of the essence of this Contract.

(i) This Contract shall not be recorded by either party in any event. The acknowledgements below are for the sole purpose of establishing authority and are not intended to allow this Contract to be recorded.

16. Notices

All notices from one party to the other must be in writing and are effective when received by Certified Mail, U.S. Postal Service to the addresses indicated under the signatures for each party to the Contract below. Changes in address for notice purposes can be provided in writing to the opposite party.

Buyer:

City of Plano, Texas
Parks and Recreation Department
Attn: Director
PO Box 860358
Plano, Texas 75086-0358

Seller: Rasor & 121 Limited Partnership
John C Franklin
9400 N. Central, Suite 320
Dallas, Texas 75231
Fax: 214-253-2660
Phone: 214-253-2545

With copy to: Grogan & Brawner P.C.
2808 Fairmount
Suite 150
Dallas, Texas 75201
Attn: R.J. Grogan, Jr.
Fax: 214-979-1110
Phone: 214-979-1100
Email: JGrogan@gbdallas.com

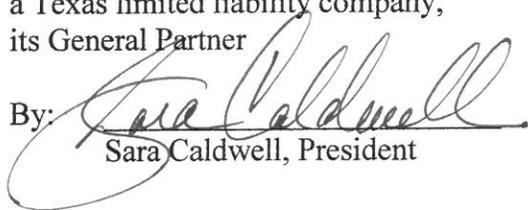
and a further copy to: American Trust Company
14850 Montfort Drive, Suite 267
Dallas, Texas 75254
Attn: Sara Caldwell

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates shown beside their respective signatures.

SELLER:

RASOR & 121 LIMITED PARTNERSHIP,
a Texas limited partnership

By: CNF, LLC,
a Texas limited liability company,
its General Partner

By: 
Sara Caldwell, President

BUYER:

**CITY OF PLANO, TEXAS, a Home Rule
Municipal Corporation**

Date: _____

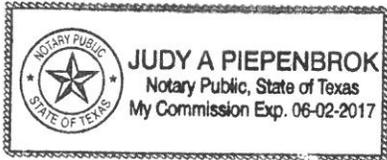
By: _____
BRUCE D. GLASSCOCK
City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 1st day of Sept, 2016 by Sara Caldwell, President of CNF, LLC, the general partner of **RASOR & 121 LIMITED PARTNERSHIP**, on behalf of said Limited Partnership.



Judy A. Piepenbrosk
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS, a home rule municipal corporation**, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT "A"

TRACT 1:

BEING 23.675 acres (1,031,261 square feet) of land in the Collin County School Land Survey, Abstract No. 153, City of Plano, Collin County, Texas; said 23.675 acres (1,031,261 square feet) of land being a portion of that described as Tract 1 in a Special Warranty Deed to Razor & 121 Limited Partnership (hereinafter referred to as Razor & 121 tract), as recorded in County Clerk's File Number 20060127000115390, Official Public Records, Collin County, Texas (O.P.R.C.C.T.); said 23.675 acres (1,031,261 square feet) being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod with plastic cap stamped "HALFF" found for the intersection of the existing Northerly right-of-way line of McDermott Road (variable width right-of-way), as recorded in Volume 5732, Page 3931, O.P.R.C.C.T. with the existing Easterly right-of-way line of Razor Boulevard (variable width right-of-way), as recorded in County Clerk's File Number(s) 20070208010000340, 20071205010004210, and 20080123000088080, O.P.R.C.C.T.;

THENCE with the common line between the remainder of said Razor & 121 tract and the existing Easterly right-of-way line of said Razor Boulevard for the following 8 courses:

1. North 32 degrees 11 minutes 45 seconds West, departing the existing Northerly right-of-way line of said McDermott Road, a distance of 18.39 feet to a five-eighths inch iron rod with plastic cap stamped "KHA" found for corner;
2. North 36 degrees 13 minutes 48 seconds East, a distance of 31.32 feet to a five-eighths inch iron rod with plastic cap stamped "KHA" found for corner, same being the beginning of a curve to the left, whose long chord bears North 33 degrees 50 minutes 02 seconds East, a distance of 89.05 feet;
3. Northeasterly with said curve to the left having a radius of 1065.00 feet, through a central angle of 4 degrees 47 minutes 32 seconds, for an arc distance of 89.08 feet to a five-eighths inch iron rod with plastic cap stamped "KHA" found for corner;
4. North 23 degrees 32 minutes 52 seconds East, a distance of 159.31 feet to a five-eighths inch iron rod with plastic cap stamped "KHA" found for corner, same being the beginning of a curve to the left, whose long chord bears North 14 degrees 16 minutes 59 seconds East, a distance of 313.78 feet;
5. Northerly with said curve to the left having a radius of 1055.00 feet, through a central angle of 17 degrees 06 minutes 16 seconds, for an arc distance of 314.95 feet to a five-eighths inch iron rod with plastic cap stamped "KHA" found for corner, same being the beginning of a curve to the right, whose long chord bears North 16 degrees 46 minutes 03 seconds East, a distance of 744.66 feet;
6. Northerly with said curve to the right having a radius of 1945.00 feet, through a central angle of 22 degrees 04 minutes 21 seconds, for an arc distance of 749.29 feet to a five-eighths inch iron rod with plastic cap stamped "KHA" found for corner;
7. North 27 degrees 48 minutes 13 seconds East, a distance of 1047.68 feet to a five-eighths inch iron rod with plastic cap stamped "KHA" found for corner, same being the beginning of a curve to the left, whose long chord bears North 22 degrees 51 minutes 03 seconds East, a distance of 190.80 feet;
8. Northeasterly with said curve to the left having a radius of 1105.00 feet, through a central angle of 9 degrees 54 minutes 20 seconds, for an arc distance of 191.04 feet to a five-eighths inch iron rod with plastic cap stamped "KHA" found for corner on the East line of the aforesaid Razor & 121 tract, same being the West line of that certain tract of land described in a deed to American Realty Trust, Inc. (hereinafter referred to as American Realty tract), as recorded in County Clerk's File Number 1997-0088100, O.P.R.C.C.T., same being the common line of Collin County School Land Survey and the John Wheeler Survey, Abstract Number 1029;

THENCE South 00 degrees 21 minutes 16 seconds East with the common line between said Razor & 121 tract and said American Realty tract and with the common line between said Collin County School Land Survey and said John Wheeler Survey, a distance of 779.93 feet to a five-eighths inch iron rod with plastic cap stamped "KHA" found for corner;

THENCE South 00 degrees 48 minutes 12 seconds East continue with the common line between said Razor & 121 tract and said American Realty tract and with the common line between said Collin County School Land Survey and said John Wheeler Survey, passing at a distance of 471.72 feet, the Westerly Northwest corner of that certain tract of land described as Lot 26, Hidden Creek Estates, Phase 3 & 4 (hereinafter referred to as Lot 26), an addition to the City of Plano, Collin County, Texas, according to the plat recorded in County Clerk's File Number 20060524010002260, O.P.R.C.C.T. and continue with said course and the common line between said Razor & 121 tract and said Lot 26 for a total distance of 535.85 feet to a one-half inch iron rod with plastic cap stamped "PACHECO KOCH" found for corner, same being the Southwest corner of said Lot 26, same being the existing Northwest corner of Robinson Road (30' right-of-way), as recorded in County Clerk's File Number 97-0040428, O.P.R.C.C.T.;

THENCE South 00 degrees 38 minutes 54 seconds East with the common line between said Razor & 121 tract and the existing West right-of-way line of said Robinson Road and continue with the common line between said Collin County School Land Survey and said John Wheeler Survey, a distance of 392.86 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the intersection of the existing West right-of-way line of said Robinson Road with the existing Northerly right-of-way line of McDermott Road (variable width right-of-way), as recorded in County Clerk's File Number 97-0040428, O.P.R.C.C.T.;

THENCE South 00 degrees 31 minutes 52 seconds East with the common line between said Razor & 121 tract and the existing Northerly right-of-way line of said McDermott Road and continue with the common line between said Collin County School Land Survey and said John Wheeler Survey, a distance of 85.88 feet to an "X" cut set in concrete pavement for corner on the existing Northerly right-of-way line of McDermott Road (variable width right-of-way), as recorded in Volume 5732, Page 3931, O.P.R.C.C.T.;

THENCE with the common line between the remainder of said Razor & 121 tract and the existing Northerly right-of-way line of said McDermott Road for the following 5 courses:

1. South 89 degrees 28 minutes 16 seconds West, a distance of 30.34 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;
2. South 34 degrees 23 minutes 09 seconds West, a distance of 40.70 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a non-tangent curve to the left, whose long chord bears South 60 degrees 54 minutes 38 seconds West, a distance of 273.78 feet;
3. Southwesterly with said non-tangent curve to the left having a radius of 1180.08 feet, through a central angle of 13 degrees 19 minutes 21 seconds, for an arc distance of 274.39 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;
4. South 54 degrees 14 minutes 57 seconds West, a distance of 488.14 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a curve to the right, whose long chord bears South 66 degrees 21 minutes 27 seconds West, a distance of 333.84 feet;
5. Southwesterly with said curve to the right having a radius of 795.00 feet, through a central angle of 24 degrees 14 minutes 24 seconds, for an arc distance of 336.34 feet to the PLACE OF BEGINNING, and containing a calculated area of 23.675 acres (1,031,261 square feet) of land.

TRACT 2:

BEING 4.869 acres (212,093 square feet) of land in the Collin County School Land Survey, Abstract No. 153, City of Plano, Collin County, Texas; said 4.869 acres (212,093 square feet) of land being a portion of that described as Tract 1 in a Special Warranty Deed to Razor & 121 Limited Partnership (hereinafter referred to as Razor & 121 tract), as recorded in County Clerk's File Number 20060127000115390, Official Public Records, Collin County, Texas (O.P.R.C.C.T.); said 4.869 acres (212,093 square feet) being more particularly described, by metes and bounds, as follows:

BEGINNING at an "X" cut set in concrete pavement for the Southeast corner of said Razor & 121 tract, same being the existing Northeast corner of Robinson Road (30' right-of-way), as recorded in Cabinet K, Page 604, Plat Records, Collin County, Texas (P.R.C.C.T.);

THENCE South 88 degrees 49 minutes 30 seconds West with the common line between said Razor & 121 tract and the existing North right-of-way line of said Robinson Road, passing at a distance of 30.00 feet, the existing Northwest of said Robinson Road, same being the Northeast corner of that certain tract of land described as Lot 17, Block A, Preston Creek Addition (hereinafter referred to as Lot 17), an addition to the City of Plano, Collin County, Texas, according to the plat recorded in Cabinet K, Page 604, P.R.C.C.T. and continue with said course for a total distance of 196.29 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE South 89 degrees 12 minutes 29 seconds West continue with the common line between said Razor & 121 tract and said Lot 17, passing at a distance of 406.64 feet, the Northwest corner of said Lot 17, same being the Northeast corner of that certain tract of land described in a Special Warranty Deed to the City of Plano, Texas, as recorded in Volume 4570, Page 3649, O.P.R.C.C.T. and continue with said course for a total distance of 639.96 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the existing Southerly right-of-way line of McDermott Road (variable width right-of-way), as recorded in Volume 5732, Page 3931, O.P.R.C.C.T., same also being the beginning of a non-tangent curve to the left, whose long chord bears North 61 degrees 40 minutes 51 seconds East, a distance of 234.11 feet;

THENCE with the common line between the remainder of said Razor & 121 tract and the existing Southerly right-of-way line of said McDermott Road for the following 6 courses:

1. Northeasterly with said non-tangent curve to the left having a radius of 905.00 feet, through a central angle of 14 degrees 51 minutes 48 seconds, for an arc distance of 234.77 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;
2. North 54 degrees 14 minutes 57 seconds East, a distance of 488.46 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a curve to the right, whose long chord bears North 59 degrees 43 minutes 39 seconds East, a distance of 204.32 feet;
3. Northeasterly with said curve to the right having a radius of 1070.08 feet, through a central angle of 10 degrees 57 minutes 24 seconds, for an arc distance of 204.63 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;
4. South 57 degrees 19 minutes 37 seconds East, a distance of 27.38 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;
5. South 00 degrees 31 minutes 44 seconds East, a distance of 15.79 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;
6. North 89 degrees 28 minutes 16 seconds East, a distance of 30.19 feet to an "X" cut set in concrete pavement for corner, same being the East line of said Razor & 121 tract, same being the intersection of the

existing Southerly right-of-way line of said McDermott Road with the existing West right-of-way line of Robinson Road (30' right-of-way), as recorded in Cabinet M, Page 614, P.R.C.C.T.;

THENCE South 00 degrees 31 minutes 12 seconds East with the common line between said Razor & 121 tract and the existing West right-of-way line of said Robinson Road, a distance of 59.66 feet to an "X" cut set in concrete pavement for corner;

THENCE South 00 degrees 28 minutes 15 seconds East continue with the common line between said Razor & 121 tract and the existing West right-of-way line of said Robinson Road, a distance of 396.64 feet to the PLACE OF BEGINNING, and containing a calculated area of 4.869 acres (212,093 square feet) of land.

EXECUTED effective as of the ___ day of ___, _____.

By: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____, a _____ of
_____, a _____, on behalf of said
_____.

Notary Public, State of Texas

My Commission Expires:



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:		09/26/2016		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FY 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
FISCAL YEAR:				
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	126,396	126,396
BALANCE	0	0	126,396	126,396
FUND(S): GENERAL FUND				
<p>COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department \$126,396 for the funding of one (1) Police Officer assigned to the School Resource Officer Program from October 1, 2016 through September 30, 2017.</p> <p>STRATEGIC PLAN GOAL: Financially Strong City with Service Excellence, Partnering for Community Benefit</p>				
SUMMARY OF ITEM				
<p>This Agreement is for the period of October 1, 2016 through September 30, 2017. It is an ongoing agreement in which for the fiscal year 2016-2017, FISD is contributing 100% of the funding for one (1) Plano Police Officer assigned to the School Resource Officer Program.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution and Exhibit "A"				



Memorandum

Date: September 8, 2016
To: Mark Israelson, Deputy City Manager
From: Gregory W. Rushin, Chief of Police *grushin*
Subject: Renewal of School Resource Contract with Frisco Independent School District

The Plano Police Department has partnered with Frisco Independent School District to provide a school liaison officer at Fowler Middle School since 2006. Fowler Middle School is a Frisco Independent School District school within the Plano city limits.

School Resource Officers (SRO) interact with students, teachers and administrators on a daily basis. They build relationships and rapport with the students to influence the students in a positive manner. The SRO is the first line of defense in major incidents that occur at the school and handle all issues that occur at the school.

Frisco Independent School District pays the entire cost of the SRO at Fowler Middle School.

I recommend that we renew the contract with Frisco Independent School District for the 2016-2017 school year.

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; 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 Agreement by and between City of Plano and Frisco Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, the City Council finds the terms and conditions of the Agreement 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:

Section I. The terms and conditions of the Agreement, having been found to be acceptable and in the best interests of the City of Plano and its citizens by the City Council of the City of Plano, 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 from and after its passage.

DULY PASSED AND APPROVED this the 26th day of September, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2016 between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, FISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Resource Officers, the CITY and FISD.

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide one (1) employee who is a certified police officer for the School Resource Officer Program in the 2016-2017 fiscal year, to be assigned to duties described in the 2016-2017 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2016 and ending the 30th day of September 2017.

Subject to Section VI availability of funds, and Section VII., Termination, this Agreement will automatically renew on October 1st of each year, for subsequent twelve (12) month periods. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

FISD shall pay CITY the sum of \$10,533.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 100% of one (1) certified police officer provided by the CITY.

FISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave.

In the event CITY exercises its right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than thirty (30) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Resource Officer Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between FISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of FISD employees and shall not be considered in any manner to be FISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide FISD documentation of its coverage, said coverage to meet the approval of FISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide FISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2016-2017 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD or on the next business day after the mailing of said notice addressed to said FISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 6942 Maple Street, Frisco, Texas 75034.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law FISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless FISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

Paige Mims, City Attorney

By: _____
Bruce D. Glasscock, City Manager

Approved as to Form:

Frisco Independent School District

By: _____
Richard Wilkinson
Deputy Superintendent for Business Services
Frisco Independent School District

|

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2016 by **Bruce D. Glasscock, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2016 by Richard Wilkinson, **Deputy Superintendent for Business Services of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

Attachment “1”

MEMORANDUM OF UNDERSTANDING Administrative Guidelines Plano Police Department – Frisco Independent School District School Year 2016-2017

The following administrative guidelines are adopted for the School Resource Officer program during school year 2016-2017:

1. The School Resource Officer (SRO) program is provided with the understanding that each school has different needs. School Resource Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (hereinafter called Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SRO supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SRO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with FISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SROs.
4. SRO vacancies will be filled according to the procedures of the Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SROs at the time the vacancy occurs. Where the Department's selection process includes a review or selection board, a FISD principal and a representative from FISD Security, if available, will be included as non-voting members of the board or panel.
5. The Department will make every effort to minimize mandatory absences by SROs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SRO, which will require their absence. The SRO will keep the principal informed in advance of such absences. The SRO will notify a campus administrator prior to leaving the campus.
6. The SROs will staff summer school as determined by the Department and FISD, together.
7. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to FISD's monthly payment for services, SROs attending school extracurricular activities at the request of principals or other FISD staff will be compensated at the Department overtime rate by FISD. Examples include but are not limited to attendance at athletic events and open house.

Page 2
Administrative Guidelines
School Year 2016-2017

- b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
 - c. Attendance at other events when such attendance has not been requested by FISD staff pursuant to 6(a), above and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
8. At the end of the school year, the principal of each school having a resource officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
 9. All comments, criticisms, suggestions, and recommendations for SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
 10. The Department shall have the final authority in all criminal matters in which SROs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
 11. School administrators understand that once the police arrive at the scene of an incident, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request that the SRO supervisor or other department supervisor responded to the scene if a question arises as to the appropriateness of an officer's course of action.
 12. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.
 13. Once per semester, the SROs, SRO supervisor, and FISD Security/Staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
 14. A copy of the monthly SRO activity report will be forwarded to FISD Security/Staff each month that regular or summer school is in session.

Nothing in this memorandum of understanding or the contract for school resource officer services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Department.

The officer's actions and options are governed by law and police department policy.

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Administrative Guidelines
School Year 2016-2017

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent for Business Services
Frisco Independent School District

Date

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

I. PURPOSE

The School Officer (“SRO”) program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SRO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SRO will likely be the first responder to threats and emergencies. SROs must be proficient in core police multi-contact, force-on-force skills.
- (2) SROs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SRO will have an opportunity to recognize and become familiar with students’ personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SRO). This information should be forwarded to the SRO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn (“loners”);
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SROs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
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REVISION DATE: January 21, 2014

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
 - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School administrators will be notified by the SRO when the SRO is away from campus during school hours.
 - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SRO's school campus.
 - c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SRO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SRO Sergeant responsibilities**
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SRO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SROs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service**
- 1. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SRO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SRO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SROs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command**

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

While reasonable attempts will be made to create a strong partnership with the school districts, SROs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

E. SRO Transfers

1. On occasion, the necessity may arise for an SRO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SRO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SRO and the SRO's supervisors.
6. The SRO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SRO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SRO assignments will be based on unit seniority.

Attachment “2”

MEMORANDUM OF UNDERSTANDING Operational Guidelines Plano Police Department – Frisco Independent School District School Year 2016-2017

The following operational guidelines are adopted for school/police operations during school year 2016-2017. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer responding to an incident at a FISD campus.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a written statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

Page 2
Operational Guidelines
School Year 2016-2017

3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail unless a police supervisor specifically authorizes a different course of action. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus unless a police supervisor specifically authorizes a different course of action.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall

arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline –Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Frisco ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures, and these operational guidelines.

12. Incident – Incident occurs and School Resource Officer is at another campus.

Guideline – The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

13. Incident – FISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

Guideline – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a FISD campus.

These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

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Operational Guidelines
School Year 2016-2017

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent for Business Services
Frisco Independent School District

Date

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: June 6, 2014

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 2. As needed, the interviewing officer may seek the assistance of a School Resource Officer (SRO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SRO be responsible for the notification required above.
- B. Except as noted in Section F below, school policies may require school officials to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
1. This directive is not intended to inhibit School Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
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REVISION DATE: June 6, 2014

of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.

2. At any time an officer becomes aware of a crime which is of a "high profile" nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SROs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- b. Immediately notify Public Safety Communications personnel.
 2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
- 3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
- 4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

- 1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

Attachment “3”

MEMORANDUM OF UNDERSTANDING Campus Crime Stoppers Program Plano Police Department – Frisco Independent School District School Year 2016 - 2017

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the school year 2016 - 2017.

1. School Resource Officers (SROs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the Tipsoft program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use Tipsoft by a trained staff member or the SRO.
4. All requests for information that pertains to a Crime Stopper tip or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing crime stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent for Business Services
Frisco Independent School District

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:		09/26/2016			
Department:		Police			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): Pam Haines, ext 2538					
CAPTION					
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; 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:	FY 2016-17	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	637,320	637,320
BALANCE		0	0	637,320	637,320
FUND(s): GENERAL FUND					
COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department \$637,320 for 50% of the funding for (9) Police Officers and one (1) Sergeant assigned to the School Resource Program at various PISD schools from October 1, 2016 through September 30, 2017. STRATEGIC PLAN GOAL: Financially Strong City with Service Excellence, Partnering for Community Benefit					
SUMMARY OF ITEM					
This Agreement is for the period October 1, 2016 through September 30, 2017. It is an ongoing agreement in which for the fiscal year 2016-2017, PISD is contributing 50% of the funding for nine (9) Plano Police Officers and one (1) Sergeant assigned to the School Resource Officer Program.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Resolution and Exhibit "A"					



Memorandum

Date: September 8, 2016

To: Mark Israelson, Deputy City Manager

From: Gregory W. Rushin, Chief of Police *grushin*

Subject: Renewal of School Resource Contract with Plano Independent School District

Since 1983, the Plano Police Department and Plano Independent School District have engaged in a partnership to provide police presence in the schools. Officers build relationships with the administrators, teachers and students in the school. They are the first line of defense in a critical incident and they handle criminal incidents that occur in the schools.

School Resource Officers are assigned to the three Senior High Schools, five High Schools and the Special Programs facility. The cost of these nine officers, along with one sergeant to supervise the unit, is shared equally between the City of Plano and Plano Independent School District.

I recommend that we renew the contracts with Plano Independent School District for the 2016-2017 school year.

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; 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 Agreement by and between City of Plano and Plano Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, the City Council finds the terms and conditions of the Agreement 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:

Section I. The terms and conditions of the Agreement, having been found to be acceptable and in the best interests of the City of Plano and its citizens by the City Council of the City of Plano, 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 from and after its passage.

DULY PASSED AND APPROVED this the 26th day of September, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2016, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the "parties".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, PISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Resource Officers, the CITY and PISD.

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide ten (10) employees who are certified police officers for the School Resource Officer Program in the 2016-2017 fiscal year, to be assigned to duties described in the 2016-2017 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2016, and ending the 30th day of September 2017.

Subject to Section VI., Availability of Funds, and Section VII., Termination, this Agreement will automatically renew on October 1st of each year, for subsequent twelve (12) month periods. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of \$53,110.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of nine (9) certified police officers and one (1) sergeant provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If a resource officer is absent more than five (5) consecutive school days, the resource officer shall be replaced or payment shall be reduced on a prorated basis.

In the event CITY exercises its right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than five (5) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Resource Officer Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between PISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of PISD employees and shall not be considered in any manner to be PISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide PISD documentation of its coverage, said coverage to meet the approval of PISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide PISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2016-2017 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to PISD shall be deemed given when delivered in person to the Superintendent of Schools of PISD or on the next business day after the mailing of said notice addressed to said PISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 2700 W. 15th Street, Plano, Texas 75075.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law PISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless PISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

Paige Mims, City Attorney

By: _____
Bruce D. Glasscock, City Manager

Approved as to Form:

Plano Independent School District

Attorney for PISD

By: _____
Kary Cooper
Assistant Superintendent for District Services
Plano Independent School District

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2016 by Bruce D. Glasscock, **City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2016 by Kary Cooper, **Assistant Superintendent for District Services of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

Attachment “1”

MEMORANDUM OF UNDERSTANDING Administrative Guidelines Plano Police Department – Plano Independent School District School Year 2017-2017

The following administrative guidelines are adopted for the School Resource Officer program during school year 2016-2017:

1. The School Resource Officer (SRO) program is provided with the understanding that each school has different needs. School Resource Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (hereinafter called Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SRO supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SRO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with PISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SROs.
4. SRO vacancies will be filled according to the procedures of the Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SROs at the time the vacancy occurs. Where the Department's selection process includes a review or selection board, a PISD principal and a representative from PISD Safety and Security Services, if available, will be included as non-voting members of the board or panel.
5. The Department will make every effort to minimize mandatory absences by SROs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SRO, which will require their absence. The SRO will keep the principal informed in advance of such absences. The SRO will notify a campus administrator prior to leaving the campus.
6. The SROs will staff summer school as determined by the Department and PISD, together.
7. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to PISD's monthly payment for services, SROs attending school extracurricular activities at the request of principals or other PISD staff will be compensated at the Department overtime rate by PISD. Examples include but are not limited to attendance at athletic events and open house.
 - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
 - c. Attendance at other events when such attendance has not been requested by PISD staff pursuant to 7(a), above and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.

Page 2
Administrative Guidelines
School Year 2016-2017

8. At the end of the school year, the principal of each school having a resource officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
9. All comments, criticisms, suggestions, and recommendations for SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
10. The Department shall have the final authority in all criminal matters in which SROs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
11. School administrators understand that once the police arrive at the scene of an incident, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request the SRO supervisor or other department supervisor respond to the scene if a question arises as to the appropriateness of an officer's course of action.
12. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.
13. Once per semester, the SROs, SRO Supervisor, and PISD security staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
14. A copy of the monthly SRO activity report will be forwarded to PISD security each month that regular or summer school is in session.

Nothing in this memorandum of understanding or the contract for police resource services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Department.

The officer's actions and options are governed by the laws of the State of Texas and police department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date

Kary Cooper
Assistant Superintendent for District Services
Plano Independent School District

Date

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

I. PURPOSE

The School Officer (“SRO”) program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SRO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SRO will likely be the first responder to threats and emergencies. SROs must be proficient in core police multi-contact, force-on-force skills.
- (2) SROs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SRO will have an opportunity to recognize and become familiar with students’ personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SRO). This information should be forwarded to the SRO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn (“loners”);
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers TV shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SROs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
 - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School administrators will be notified by the SRO when the SRO is away from campus during school hours.
 - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SRO's school campus.
 - c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SRO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SRO Sergeant responsibilities**
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SRO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SROs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service**
- 1. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SRO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SRO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SROs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command**

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

While reasonable attempts will be made to create a strong partnership with the school districts, SROs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

E. SRO Transfers

1. On occasion, the necessity may arise for an SRO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SRO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SRO and the SRO's supervisors.
6. The SRO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SRO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SRO assignments will be based on unit seniority.

Attachment “2”

MEMORANDUM OF UNDERSTANDING Operational Guidelines Plano Police Department – Plano Independent School District School Year 2016-2017

The following operational guidelines are adopted for operations by and between the Plano Police Department and the Plano Independent School District (“Plano ISD” or “School”) during school year 2016-2017. In all situations, Plano ISD authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer responding to an incident on a PISD campus.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a witness statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A School administrator who believes that a person on School property or at a School-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from School property or the School-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials in accordance with the Plano ISD *Student Code of Conduct*.

A School administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the School administrator according to Plano ISD the *Student Code of Conduct*.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on School property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the Plano ISD *Student Code of Conduct*.

3. Incident – Persons found in possession of any controlled substance on School property.

Guideline – The School administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

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Operational Guidelines
School Year 2016-2017

4. Incident – A person is found on School property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The School administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail unless a police supervisor specifically authorizes a different course of action. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on School property.

Guideline – The School administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on School property.

Guideline – The School administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The School administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus unless a police supervisor specifically authorizes a different course of action.

Citations will not be issued for an assault on School personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The School administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline – Officers responding to the report of a bomb threat on School property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the Plano ISD facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

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Operational Guidelines
School Year 2016-2017

11. Incident – Drug Interdiction Program.

Guideline – Plano ISD has an active drug interdiction program using District-owned narcotics detection canines and District handlers. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures, and these operational guidelines.

12. Incident – Incident occurs and School Resource Officer is at another campus.

Guidelines - The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

13. Incident – PISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

Guidelines – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a PISD campus.

These operational guidelines are generated in an effort to provide a consistent response to the most common events occurring on Plano ISD campuses. However, there will be instances where circumstance will dictate a different response by both officers and administrators and instances that are not encompassed by these guidelines. Both officers and administrators are encouraged to contact their respective supervisors with questions regarding these operational guidelines or instances not addressed herein. Further, any decision by the Plano Police Department not to arrest or issue a citation is not determinative of any action taken by the Plano ISD under its *Student Code of Conduct*.

Gregory W. Rushin
Chief, Plano Police Department

Date

Kary Cooper
Assistant Superintendent for District Services
Plano Independent School District

Date

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: June 6, 2014

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 2. As needed, the interviewing officer may seek the assistance of a School Resource Officer (SRO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SRO be responsible for the notification required above.
- B. Except as noted in Section F below, school policies may require school officials to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
1. This directive is not intended to inhibit School Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
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REVISION DATE: June 6, 2014

of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.

2. At any time an officer becomes aware of a crime which is of a "high profile" nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SROs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- b. Immediately notify Public Safety Communications personnel.
 2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
- 3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
- 4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

- 1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

Attachment “3”

MEMORANDUM OF UNDERSTANDING Campus Crime Stoppers Program Plano Police Department – Plano Independent School District School Year 2016 - 2017

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the school year 2016 - 2017.

1. School Resource Officers (SROs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the Tipsoft program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use Tipsoft by a trained staff member or the SRO.
4. All requests for information that pertain to Crime Stopper tips or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing Crime Stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date

Kary Cooper
Assistant Superintendent for District Services
Plano Independent School District

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:		09/26/2016			
Department:		Police			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): Pam Haines, ext 2538					
CAPTION					
A Resolution of the City of Plano, Texas, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	FY 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	248,135		248,135
Encumbered/Expended Amount	0	0	0		0
This Item	0	0	-148,875		-148,875
BALANCE	0	0	99,260		99,260
FUND(s): General Fund (Expenditures), Grant Fund (Revenue), & Traffic Safety Fund (Expenditures)					
COMMENTS: The grant contract, if approved, provides a 60% ITC (Intersection Traffic Control) Grant reimbursement funding, in the estimated annual amount of \$148,875 from TxDOT (Texas Department of Transportation) to reimburse Police Officer overtime and benefit expenditures, administrative support salary and expenditures, vehicle operating expenditures, and indirect costs related to enforcing traffic intersection laws during FY 2016-17. The required City "match" of FY 2016-17 expenditures, at 40%, totals approximately \$99,260 and is included in the 2016-17 Traffic Safety and Police Department Budgets.					
STRATEGIC PLAN GOAL: Financially Strong City with Service Excellence, Safe Large City					
SUMMARY OF ITEM					
Through this grant agreement with the State of Texas, by and through the Texas Department of Transportation, the City will be reimbursed sixty percent (60%) of the overtime pay for police officers to enforce traffic laws at intersections regulated by a signal light beginning on October 1, 2016 and ending on September 30, 2017.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution, Memo and Exhibit "A"					

Date: September 1, 2016
To: Mark Israelson, Deputy City Manager
From: Gregory W. Rushin, Chief of Police 
Subject: Matching Funds for FY 2016/17 TxDOT Traffic Safety Grant

In 2002, we applied to the Texas Department of Transportation (TxDOT) for grant funds to place additional enforcement at several problem intersections where red light crashes were resulting in injuries and deaths.

We are requesting approval to accept the FY 16/17 grant of \$148,875 for traffic enforcement, \$99,260 of which will be the required City match (\$148,875 in federal funds and \$99,260 in local funds). This grant is a 60/40 matching grant.

We are requesting the match in hard dollars for salaries and benefits in the amount of \$93,920 be funded from the Traffic Safety Fund. The vehicle mileage match in the amount of \$5,340 is adequately funded in the Police-532 basic budget for FY 16/17.

The grant will fund added speed and intersection enforcement at documented high crash locations throughout the City.

Traffic safety is one of our four Performance Measures. If funding is not approved, the Police Department's traffic enforcement activities will be adversely impacted and the state's matching funds will be forfeited.

GWR/ph

A Resolution of the City of Plano, Texas, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.

WHEREAS, the City of Plano has applied for and been awarded a grant through the State of Texas and the Texas Highway Traffic Safety Program that provides funding for Intersection Traffic Control (ITC) projects as part of a Selective Traffic Enforcement Program (STEP), the purpose of which is to reduce fatalities, injuries, and crashes at intersections in Plano where there is a history of high frequency crashes and where traffic is regulated by a traffic signal light; and

WHEREAS, the City Council of the City of Plano has been presented a proposed Grant Agreement by and between the City of Plano and the State of Texas, acting by and through the Texas Department of Transportation, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Grant Agreement"); and

WHEREAS, upon full consideration of all matters attendant and related thereto, the City Council of the City of Plano is of the opinion that participation in and receipt of funding through the Texas Highway Traffic Safety Program, PIN 17560006409000, for the purpose of conducting an Intersection Traffic Control (ITC) project is in the best interest of the City and its citizens, and that the City Manager or his authorized designee should be authorized to execute the Grant Agreement and any other documents necessary for such participation in and receipt of funding through the Texas Highway Traffic Safety Program.

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

Section I. Participation in and receipt of funding through the Texas Highway Traffic Safety Program by the City of Plano and the terms and conditions of the Grant Agreement, having been found to be acceptable and in the best interest of the City of Plano by the City Council, is hereby in all things approved.

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

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 26th day of September, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Texas Traffic Safety eGrants

Fiscal Year 2017

Organization Name: City of Plano - Police Department

Legal Name: City of Plano

Payee Identification Number: 17560006409000

Project Title: STEP Comprehensive

ID: 2017-PlanoPD-S-1YG-0020

Period: 10/01/2016 to 09/30/2017

**Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Plano

Project Title: STEP Comprehensive

Authorizing Authority The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.	
Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.		
	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.		
2.		
3.		

PROGRAM ELEMENT SELECTION

YEAR LONG

DWI	DWI: Driving While Intoxicated
X Speed	Speed: Speed Enforcement
OP	OP: Occupant Protection (Safety Belt and Child Safety Seat)
X ITC	ITC: Intersection Traffic Control
DD	DD: Distracted Driving

WAVE

DWI	Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
Speed	Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
OP	Jurisdiction wide
DD	Jurisdiction wide

CMV

Speed,OP&H MV	CMV: Commercial Motor Vehicle; H MV: Hazardous Moving Violations
---------------	--

Project Title

STEP Comprehensive

How many years has your organization received funding for this project?

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	:Bruce Glasscock
Title	:City Manager
Address	:1520 Ave K
City	:Plano
State	:Texas
Zip Code	:75074
Phone Number	:972-941-7749
Fax Number	:
E-mail address	:bruceg@plano.gov

COUNTY SERVED

Select a County: Collin County - Dallas District
Denton County - Dallas District

POLITICAL DISTRICT SERVED

Select a Political District Served ([View a map](#)):

U.S. Congress* Congressional District 3

Texas Senate* Texas Senate District 8

Texas House* Texas House of Representatives District 67

Operational Plan

Page Title: ITC1

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 4	ITC	Parker Rd & Dallas Pkwy	%	0600-0000 / 7 days a week
2. 5	ITC	Coit Rd. & Spring Creek Pkwy	%	0600-0000 / 7 days a week
3. 7	ITC	Legacy Dr. & Dallas Pkwy	%	0600-0000 / 7 days a week
4. 8	ITC	Plano Pkwy & Preston Rd	%	0600-0000 / 7 days a week
5. 24	ITC	Jupiter Rd & SH 190 (PGBT service rd.) w/b	%	0600-0000 / 7 days a week
6. 25	ITC	Coit Rd. & SH 190 (PGBT service rd.) w/b	%	0600-0000 / 7 days a week
7. 26	ITC	Preston Rd. & SH 121 (SRT service rd.) e/b	%	0600-0000 / 7 days a week

Operational Plan

Page Title: ITC2

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 27	ITC	Alma Dr. & Spring Creek Pkwy	%	0600-0000 / 7 days a week
2. 34	ITC	Spring Creek Pkwy & Central Expwy (US 75 service rd.) n/b & s/b	%	0600-0000 / 7 days a week
3. 35	ITC	15th St. & Central Expwy (US 75 service rd.) n/b & s/b	%	0600-0000 / 7 days a week
4. 40	ITC	Plano Pkwy & Central Expwy (US 75 service rd.) n/b & s/b	%	0600-0000 / 7 days a week
5. 44	ITC	Independence Pkwy & SH 121 (SRT service rd.) e/b	%	0600-0000 / 7 days a week
6. 64	ITC	Parkwood Blvd & SH 121 (SRT service rd.) e/b	%	0600-0000 / 7 days a week
7. 1	ITC	Park Blvd & Dallas Pkwy n/b & s/b	%	0600-0000 / 7 days a week

Operational Plan

Page Title: Speed1

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 86	Speed	Legacy Dr. from 100 block (US Hwy 75) to 5000 block (Preston Rd.) 40 mph / 6.2 miles	26%	0600-0000 / 7 days a week
2. 87	Speed	W.Plano Pkwy from 100 block (US Hwy 75) to 6900 block (Marsh Ln.) 40 mph / 9.4 miles	31.33%	0600-0000 / 7 days a week
3. 94	Speed	14th St. from 2500 block (Jupiter Rd.) to 4000 block (Los Rios Blvd) 40 mph / 1.6 miles	35.33%	0600-0000 / 7 days a week
4. 88	Speed	n/b Central Expwy (service rd. US Hwy 75) from 400 block (south city limit) to 6000 block (Spring Creek Pkwy) 45 mph / 3.5 miles	36.00%	0600-0000 / 7 days a week
5. 95	Speed	s/b Central Expwy (service rd US Hwy 75) from 400 block (south city limit) to 6000 block (Spring Creek Pkwy) 45 mph / 3.5 miles	23.33%	0600-0000 / 7 days a week
6. 89	Speed	W.Spring Creek Pkwy (west) from 2100 block (Custer Rd) to 7000 block (west city limit) 45 mph / 7.9 miles	22.00%	0600-0000 / 7 days a week
7. 96	Speed	W.Spring Creek Pkwy (east) from 2000 block (Custer Rd) to 3100 block (E. Parker Rd) 40 mph / 4.3	21.33%	0600-0000 / 7 days a week

miles

Operational Plan

Page Title: Speed2

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 92	Speed	Jupiter Rd. from 1400 (14th St) to 3400 block (Parker Rd.) 35 mph / 1.7 miles	32.67%	0600-0000 / 7 days a week
2. 84	Speed	W.15th St. from 100 block (US Hwy 75) to 4100 block Plano Pkwy) 40 mph / 3.7 miles	25.33%	0600-0000 / 7 days a week
3. 91	Speed	E.Park Blvd (west) from 1000 block (Ave K) to 6500 block (Midway Rd.) 40 mph / 5.2 miles	20.67%	0600-0000 / 7 days a week
4. 85	Speed	Independence Pkwy from 700 block (Plano Pkwy) to 1900 block (Park Blvd) 30 mph / 1.3 miles	12.24%	0600-0000 / 7 days a week
5. 66	Speed	Ohio Dr. from 600 block (south city limit) to 8700 block (north city limit) 35 mph / 6.6 miles	26.67%	0600-0000 / 7 days a week
6. 97	Speed	Los Rios Blvd from 1400 block (14th St) to 6200 block (Jupiter Rd) 35 mph / 4.5 miles	17.33%	0600-0000 / 7 days a week
7. 90	Speed	W. Parker Rd. from 100 block (US Hwy 75) to 7000 block (west city limit) 40 mph / 9.0 miles	27.33%	0600-0000 / 7 days a week

Operational Plan

Page Title: Speed3

<u>Site Number</u>	<u>Type (Speed, OP, ITC)</u>	<u>Site Description (include Miles Per Hour)</u>	<u>Survey Results (Compliance Percentage)</u>	<u>Enforcement Period (Days & Times)</u>
1. 93	Speed	Custer Rd. from 400 block (south city limit) to 6900 block (Legacy Dr) 40 mph / 4.7 miles	30.67%	0600-0000 / 7 days a week
2.			%	
3.			%	
4.			%	
5.			%	
6.			%	
7.			%	

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of speed-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

Goal: To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Year (12 months)

From 10/1/2014 to 9/30/2015

Baseline Measure

Baseline Number

Number of speed citations

23234

Number of Intersection Traffic Control (ITC)
citations

4493

Number of Distracted Driving Citations

0

**Baseline
Number**

Month/Year of Survey

Percentage of speed compliance

25.87 %

11/2015

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase speed citations by	6000
b. Increase ITC citations by	750
c. Increase Distracted Driving citations by	
2. Proposed total number of traffic-related crashes	
a. Reduce the number of speed-related crashes to	900
b. Reduce the number of ITC-related crashes to	650
3. Increase speed compliance	
a. Increase the Speed compliance rate to	37.5%
4. Number of Enforcement Hours	2500
Step Indicator	3.00

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	15
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	7
c. Conduct community events (e.g. health fairs, booths)	6
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	2100

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 2500																										
X Overtime Regular Time																										
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:																		
A. Enforcement																										
Officers/Deputies:	1999	161	\$60.650	\$121,239.35	\$9,764.65	\$131,004.00	19.56%	\$25,624.38																		
Sergeants:	175	125	\$68.150	\$11,926.25	\$8,518.75	\$20,445.00	19.56%	\$3,999.04																		
Lieutenants/Other:	30	10	\$77.290	\$2,318.70	\$772.90	\$3,091.60	19.56%	\$604.72																		
B. PI&E Activities																										
PI&E Activities:	55	45	\$60.650	\$3,335.75	\$2,729.25	\$6,065.00	19.56%	\$1,186.31																		
C. Administrative Duties																										
Step Activity/Data Entry/Oversight & Accounting	30	20	\$68.150	\$2,044.50	\$1,363.00	\$3,407.50	19.56%	\$666.51																		
			\$0				0%	\$0																		
			\$0				0%	\$0																		
			\$0				0%	\$0																		
			\$0				0%	\$0																		
			\$0				0%	\$0																		
Total:				\$140,864.55	\$23,148.55	\$164,013.10		\$32,080.96																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Category</th> <th>TxDOT</th> <th>%</th> <th>Match</th> <th>%</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Salaries:</td> <td>\$140,864.55</td> <td>85.89%</td> <td>\$23,148.55</td> <td>14.11%</td> <td>\$164,013.10</td> </tr> <tr> <td>Fringe Benefits:</td> <td>\$0</td> <td>0.00%</td> <td>\$32,080.96</td> <td>100.00%</td> <td>\$32,080.96</td> </tr> </tbody> </table>									Category	TxDOT	%	Match	%	Total	Salaries:	\$140,864.55	85.89%	\$23,148.55	14.11%	\$164,013.10	Fringe Benefits:	\$0	0.00%	\$32,080.96	100.00%	\$32,080.96
Category	TxDOT	%	Match	%	Total																					
Salaries:	\$140,864.55	85.89%	\$23,148.55	14.11%	\$164,013.10																					
Fringe Benefits:	\$0	0.00%	\$32,080.96	100.00%	\$32,080.96																					
<p>Breakdown of Fringe Percentages: TMRS 18.11% Medicare 1.45% Total Fringe Percentage: 19.56% The 2017 Indirect Cost Rate is 23.59%.</p>																										
<p>Details of regular time, if included in any of the above hours :</p>																										

STEP ENFORCEMENT MILEAGE

Instructions:

Unit # : Provide your agency's inventory number or other identifying number for each vehicle. To assist in calculating your agency's average enforcement mileage rate, we are requesting information from a sampling of five (5) patrol vehicles. The calculator will average the costs from all vehicles to arrive at the average operational cost per vehicle mile. If your agency does not have at least five patrol vehicles that are used for enforcement, include the requested information for the vehicles that you have.

Original Vehicle Cost : Provide each vehicle's total cost. (The total cost could include vehicle base cost, equipment/accessories and preparation costs).

Life Expectancy (In Years) : Provide the number of years that your agency expects the vehicle(s) will be used for enforcement activities. Many agencies have policies stating vehicles will be used for a specific time period (years) and some agencies determine mileage as the basis for vehicle retirement from enforcement. If mileage is used, determine the average number of years it takes for agency's vehicles to reach their mileage limit.

Maintenance Costs : Provide historical maintenance costs for the latest 12 month period available for each vehicle. Maintenance costs can also include annual liability insurance costs.

Fuel Costs : Provide historical fuel costs for the latest 12 month period available for each vehicle.

Yearly Miles: Provide the yearly enforcement miles for each vehicle. Use each vehicle's mileage logs or other available information to document the average number of enforcement miles driven annually or simply divide the mileage by the number of years the vehicle has been in use for enforcement activities.

	Unit #	Original Vehicle Cost	Life Expectancy (In Years)	Maintenance Costs	Fuel Costs	Yearly Miles	OP Cost/Mile
Vehicle 1	10235	\$31,879.99	6	\$787.72	\$2,644.99	9835	\$0.89
Vehicle 2	10239	\$31,201.00	6	\$6,656.87	\$6,934.85	25681	\$0.73
Vehicle 3	10240	\$30,579.06	6	\$2,838.18	\$3,237.60	11581	\$0.96
Vehicle 4	10243	\$32,497.71	6	\$1,565.08	\$1,806.67	7722	\$1.14
Vehicle 5	10247	\$32,024.08	6	\$5,852.76	\$6,894.88	24688	\$0.73

Average Operational Cost of the Vehicle Per Mile : \$0.89

Number of Miles Proposed : 15000

TOTAL : \$13,350.00

	Amount	Percentages
TxDOT	\$8,010.00	60.00%
Match	\$5,340.00	40.00%
Total	\$13,350.00	

INDIRECT COST

Description City of Plano PD Indirect Cost Rate for 2017

File Upload https://www.dot.state.tx.us/apps/egrants/_Upload/633220-2017IndirectCostRateCityofPlanoPD.pdf

Proposed Percentage 23.59%

Apply the Indirect
 Cost Rate to: X (100) Salaries - \$164,013.10

(200) Fringe Benefits - \$32,080.96

(300) Travel and Per Diem - Non-enforcement Travel - \$0 / STEP Enforcement
 Mileage - \$13,350.00

(400) Equipment - \$0

(500) Supplies - \$0

(600) Contractual Services - \$0

(700) Other Miscellaneous - \$0

Total Selected
 Amount \$164,013.10

Exemption Amount \$0

Exemption Reason

Eligible Amount \$164,013.10

Total Cost \$38,690.69

Please enter allocation amount per items entered in the following fields.
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$38,690.69	100.00%
Total	\$38,690.69	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$140,864.55	\$23,148.55	\$164,013.10
(200)	Fringe Benefits:	\$0	\$32,080.96	\$32,080.96
	Sub-Total:	\$140,864.55	\$55,229.51	\$196,094.06
Category II - Other Direct Costs				
(300)	Travel:	\$8,010.00	\$5,340.00	\$13,350.00
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$8,010.00	\$5,340.00	\$13,350.00
Total Direct Costs:		\$148,874.55	\$60,569.51	\$209,444.06
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$38,690.69	\$38,690.69
Summary				
	Total Labor Costs:	\$140,864.55	\$55,229.51	\$196,094.06
	Total Direct Costs:	\$8,010.00	\$5,340.00	\$13,350.00
	Total Indirect Costs:	\$0	\$38,690.69	\$38,690.69
Grand Total		\$148,874.55	\$99,260.20	\$248,134.75
	Fund Sources (Percent Share):	60.00%	40.00%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				



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:		9/26/2016			
Department:		Budget & Research			
Department Head		Karen Rhodes-Whitley			
Agenda Coordinator (include phone #): Matt Yager, x5220					
CAPTION					
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$1,650,000 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2016-17 for the purpose of providing funding for capital expenditures related to the purchase of land for future city facilities, amending the Budget of the City and Ordinance No. 2016-9-10, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	259,107,635	259,107,635
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	1,650,000	1,650,000
BALANCE		0	0	260,757,635	260,757,635
FUND(S): GENERAL FUND					
<p>COMMENTS: This is the first supplemental appropriation for the FY 2016-17 General Fund Budget, totaling \$1,650,000. Additional sales tax revenues that exceeded revenue estimates in the 2015-16 Budget offset this supplemental appropriation. There is a companion agenda item in the amount of \$1,950,000 for the purchase of 28.5 acres for park land and future city facilities, with \$1,650,000 from the General Fund for land for future city facilities and the remaining \$300,000 from the Park Fee Program CIP for land to be incorporated into Plano's park system.</p> <p>STRATEGIC PLAN GOAL: Updating City of Plano operating appropriations to enable expenditures for park land and future city facilities that are in the best interest of the city relates to the City's goals of a Financially Strong City with Service Excellence, Safe Large City and Great Neighborhoods - 1st Choice to Live.</p>					
SUMMARY OF ITEM					
Supplemental Appropriation No. 1					
<p>This supplemental appropriation will facilitate the purchase of land to be used for future facilities by the Police, Fire and Public Works departments, which will provide for the highest possible operating efficiency of those departments. This item adds capital expenditures to the General Fund's 2016-17 Operating Budget.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Supplemental Appropriation Log					

An Ordinance of the City of Plano, Texas, transferring the sum of \$1,650,000 from the General Fund Unappropriated fund balance to the General Fund Operating Appropriation for fiscal year 2016-17 for the purpose of providing funding for capital expenditures related to the purchase of land for future city facilities, amending the Budget of the City and Ordinance No. 2016-9-10, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for fiscal year 2016-17 setting the appropriations for the General Fund at \$259,107,635; and

WHEREAS, the City of Plano Police, Fire and Public Works Departments are requesting funding in the total amount of \$1,650,000 for capital expenditures related to the purchase of land for future facilities; and

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

WHEREAS, the City Council now finds that additional appropriations to the General Fund to complete the land purchase and provide for the highest possible operating efficiency of the Police, Fire and Public Works Departments, and that such action is a public necessity.

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

SECTION I. The estimated sum of ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$1,650,000) is hereby transferred from the General Fund unappropriated fund balance to the General Fund Operating Appropriation.

SECTION II. The budget of the City of Plano for fiscal year 2016-17 as adopted by Ordinance No. 2016-9-10 is amended to reflect the action taken herein.

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

SECTION IV. This supplemental appropriation Ordinance No. 1 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 26th DAY OF SEPTEMBER, 2016.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**

**FY 2016-17
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Land Purchase for Future City Facilities	Police, Fire & Public Works	1,650,000
TOTAL GENERAL FUND APPROPRIATIONS		<u>\$ 1,650,000</u>
TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PTV FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL WATER & SEWER FUND		<u>\$ -</u>
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL GOLF COURSE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL RECREATION FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		<u>\$ -</u>
GRAND TOTAL ALL FUNDS		<u>\$1,650,000</u>



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:		September 26, 2016			
Department:		Neighborhood Services			
Department Head		Lori Feild Schwarz			
Agenda Coordinator (include phone #): Doris Carter ext. 8209					
CAPTION					
Public Hearing and consideration of a Resolution of the City of Plano, Texas, authorizing an amendment to the 2015 – 2019 Citizen Participation Plan for the use of U. S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds; and providing an effective date.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2015-2019	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: An Amendment to the 2015-2019 Citizen Participation Plan directly supports the City's Goal of Partnering for Community Benefit.					
SUMMARY OF ITEM					
The U.S. Department of Housing and Urban Development's (HUD) Affirmatively Furthering Fair Housing regulations require the City to amend the 2015-2019 Citizen Participation Plan to include the Assessment of Fair Housing (AFH). The proposed amendment to the Citizen Participation Plan includes consultation and community participation requirements established by HUD for the City to follow in developing and finalizing its AFH.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo					
Resolution					
Attachment A					
Attachment B					

Date: September 9, 2016
To: Bruce Glasscock, City Manager
From: Shanette Brown, Community Services Manager
Subject: Proposed Amendment to the 2015-2019 Citizen Participation Plan

Summary

The U.S. Department of Housing and Urban Development's (HUD) Affirmatively Furthering Fair Housing Final Rule requires local governments receiving HUD funds to revise their Citizen Participation Plan (CPP) to include the Assessment of Fair Housing (AFH) analysis within the plan.

Background

In March 2016, HUD published a new, final rule regarding the obligation to Affirmatively Further Fair Housing. The new rule replaces the Analysis of Impediments to Fair Housing with an Assessment of Fair Housing (AFH). The AFH is an examination and determination of: 1) fair housing data, 2) assessment of fair housing issues, and 3) identification of fair housing priorities and goals for the implementation and use of the City's HUD funds. An AFH report is the result of the above analysis and conclusions.

The proposed amendment to the CPP includes consultation and community participation requirements established by HUD for the City to follow in developing and finalizing its AFH. For the AFH, this proposed amendment includes the following:

- Holding at least two public hearings for the AFH; one during development and, one after publication;
- Observing a thirty (30) day comment period before the AFH is finalized;
- Defining the Substantial Amendment process for amendments to the AFH and the Citizen Participation Plan; and,
- Providing other guidelines for access to records, technical assistance, and complaints.

On August 21, 2016, a public hearing notice was placed in the Plano Star Courier to inform citizens of the proposed changes. No comments have been received.

Next Steps

If approved, the amendments to the CPP will become effective for the 2015-2019 Five Year Consolidated Plan Year that ends September 30, 2020.

xc: Jack Carr, Deputy City Manager
Lori Schwarz, Director of Neighborhood Services

A Resolution of the City of Plano, Texas, authorizing an amendment to the 2015 – 2019 Citizen Participation Plan for the use of U. S. Department of Housing and Urban Development Community Development Block Grant and HOME Investment Partnerships Program funds; and providing an effective date.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires local governments seeking federal assistance through the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) programs to develop a Citizen Participation Plan to set forth policies and procedures for citizen participation in community development activities; and

WHEREAS, HUD's Final Rule on Affirmatively Furthering Fair Housing requires local governments receiving HUD funds to complete an Assessment of Fair Housing prior to submitting a five year Consolidated Plan; and

WHEREAS, on March 3, 2015 the City Council adopted Resolution No. 2015-3-15(R) approving the 2015 – 2019 Five Year Consolidated Plan that included the Citizen Participation Plan (CPP); and

WHEREAS, the CPP details the public participation process required by HUD to encourage citizen participation during the development of the Consolidated Plan, amendments thereto, and review of HUD performance reports; and

WHEREAS, HUD requires all jurisdictions that adopted a Citizen Participation Plan before August 17, 2015, to amend the Citizen Participation Plan to encourage citizens to participate in the development of the Assessment of Fair Housing (AFH); and

WHEREAS, in order to comply with this HUD requirement, an amendment to the CPP which was adopted by the City Council in conjunction with its adoption of the 2015 – 2019 Five Year Consolidated Plan has been presented to the City Council, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, in accordance with the CPP, a public notice was published in the Plano Star Courier on Sunday, August 21, 2016, informing the public of the proposed amendment to the CPP, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the City Council held a public hearing on September 26, 2016 to receive public comments regarding the proposed amendment to the CPP; and

WHEREAS, the City Council is of the opinion that the amendment to the CPP for the 2015-2019 Five Year Consolidated Plan period should be in all things approved.

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

Section I. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section II. The amendment to the 2015-2019 Citizen Participation Plan, attached as Exhibit "A", is hereby adopted.

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

DULY PASSED AND APPROVED THIS 26TH DAY OF SEPTEMBER, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

Approved as to form:

Paige Mims, CITY ATTORNEY

**CITY OF PLANO AMENDED CITIZEN PARTICIPATION PLAN
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT and
HOME INVESTMENT PARTNERSHIP FUNDS**

The City of Plano (City) is committed to providing opportunities for its citizens to participate in an advisory role in the planning, implementation and assessment of its U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs. In order to encourage and support participation of citizens, the City will provide adequate information, hold public hearings, and give citizens the opportunity to comment on the City's plan for implementation and assessment of federal funds.

This Citizen Participation Plan (CPP) sets forth the City's policies and procedures for citizen participation in the development of the Consolidated Plan, Annual Action Plan, Substantial Amendments ~~and the~~ Consolidated Annual Performance and Evaluation Report (CAPER), and Assessment of Fair Housing (AFH). This ~~Plan~~ CPP will become effective October 1, 2015; the first year of the City's 2015-2019 Consolidated Plan and as amended. This CPP will be posted on the City of Plano web site and hard copies will be made available for review upon request by the Community Services Division of the Neighborhood Services Department.

A. Consolidated Plan, Action Plan, Consolidated Annual Performance and Evaluation Report ~~and~~, Substantial Amendments, and Assessment of Fair Housing

The Executive Summary of the Consolidated Plan will be published and made available at the City location in ~~sSections~~ (B)(3) of this plan. The Consolidated Plan will include an Action Plan for one program year. For each year thereafter, a one-year Action Plan will be made available to the public. The CAPER will be completed and submitted to the ~~U.S. Department of Housing and Urban Development~~ (HUD) following each program year. The AFH will occur every five years with the Consolidated Plan.

1. CONSOLIDATED PLAN (CONPLAN)

- a. This document serves as the five-year plan used to apply for funding under the CDBG and HOME programs. The City will make available to citizens, public agencies and interested parties information that includes:
 - the amount of assistance the jurisdiction expects to receive, including grant funds and program income; and
 - the range of activities that may be undertaken, including the estimated amount that will benefit low/moderate income persons.

The overall goal of these programs is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities principally for low and moderate income persons.

Through this document, the City describes its plan to pursue these goals for all the community planning and development programs, as well as for housing programs during a five year period.

- b. The City will conduct at least one public hearing during the development process before the ConPlan is published and at least one public hearing after the ConPlan is published to obtain citizen's views and to respond to proposals and questions. These public hearings will be held in conjunction with the Community Relations Commission and/or City Council meetings. The Notices of the Hearing and the Hearing will follow the procedures set forth in Section C.

2. ANNUAL ACTION PLAN (AP)

- a. This document serves as the application for funding to HUD under the CDBG and HOME Programs. The AP includes the amount of assistance the City expects to receive (including grant funds and program income) from each of the federal programs and a description of the activities and related funding allocations that the City will undertake to address the needs and priorities established in the ConPlan.
- b. The City will conduct at least one public hearing during the development process before the AP is published and at least one public hearing after the AP is published to obtain citizen's views and to respond to proposals and questions. The public hearings will be held in conjunction with the Community Relations Commission and/or City Council meetings. The Notices of the Hearing and the Hearing will follow the procedures set forth in Section C.

3. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

- a. This report describes the accomplishments undertaken with federal funds during the previous year, including how funds were actually used and the extent to which these funds were used for activities that benefited low- and moderate-income residents. The fiscal year for expenditures of HUD funds begins October 1 and ends September 30 of the following year. This report will be submitted to HUD within ninety days of the close of the program year.
- b. The City will provide an opportunity to comment on the CAPER. Citizens will be given a period of not less than fifteen days prior to the submission of the CAPER to HUD to provide comments. Comments may be submitted ~~to the~~ by writing or calling ~~any of the numbers listed in Section (C)(3)(b) the~~ Neighborhood Services Department or as listed in the public notice. Additionally, the City will consider any oral or written comments or views of

citizens received at the public hearing conducted while preparing the CAPER. A summary of these comments will be attached to the CAPER performance report.

- c. The City will conduct at least one public hearing after the CAPER is published to obtain citizen's views and to respond to questions. The public hearings will be held in conjunction with the Community Relations Commission and/or City Council meetings. The Notices of the Hearing and the Hearing will follow the procedures set forth in Section C.

4. ASSESSMENT OF FAIR HOUSING (AFH)

- a. This document serves as the City's report, goals, and actions the City will take to address significant disparities in housing needs and access to opportunity; creating integrated and balanced living patterns; transforming racially and ethnically concentrated areas of poverty into areas of opportunity; and, fostering and complying with civil rights and fair housing laws. The AFH is a legal requirement of the City to further the purposes of the Fair Housing Act.
- b. The City will conduct at least one public hearing during the development process before the AFH is published and at least one public hearing after the AFH is published to obtain citizen's views and to respond to proposals and questions. The public hearings will be held in conjunction with the Community Relations Commission and/or City Council meetings. The Notices of the Hearing and the Hearing will follow the procedures set forth in Section C.

4.5. SUBSTANTIAL AMENDMENTS

- a. The City shall amend its approved ~~AP and/or its ConPlan~~ConPlan, AP, AFH, and/or CPP whenever it makes one of the following decisions:
 1. To make a change in ConPlan goals and objectives;
 2. To make a change in the method of distribution of funds;
 3. To carry out an activity, using funds from any program covered by the ConPlan (including program income), not previously described in the AP;~~or~~
 4. To make substantial changes in funding to an "activity" under the CDBG and HOME Programs, a substantial change is defined as an increase in funding for a particular activity of 25% or more of the original project budget even if the project is funded from multiple AP years. For example, if a project budget equals \$100,000 and the City would like to add \$9,000 to the project, no amendment would be necessary, however if the City wanted to increase the budget by \$25,000, an amendment would be necessary;
 5. To make a change in AFH goals and activities; or,
 6. To make a reduction in either the minimum number of public hearings or duration of public comment periods required by the

CPP.

- b. Whenever a Substantial Amendment is proposed, the amendment shall be available for public comment for a period of thirty days before submission to City Council for approval. A Substantial Amendment to the Action Plan will not be implemented until the conclusion of the thirty-day public comment period. A summary of all comments or views received in writing, or orally, during the comment period, will be included with the final Substantial Amendment.

B. PUBLISHING THE PLANS AND CAPER

1. In order to provide citizens the opportunity to participate in the development of the ConPlan ~~and~~, AP, and AFH; the City will publish notices of public hearings as described in Section C during the development of these documents. The initial AFH notice shall reference and make available to the public any HUD-provided data and other supplemental information the City plans to incorporate into its AFH.
2. In order to provide citizens the opportunity to examine the plans and comment on the proposed ConPlan, AP, and CAPER once developed, the City will publish a notice of at least one public hearing as described in Section C during the comment period or before adoption. The notice will describe the plan and availability of the draft documents.
3. The ConPlan, AP, CAPER, AFH, and Substantial Amendments ~~of these documents, including the listing of all approved activities and their funding under the CDBG and HOME Programs,~~ and CPP will be posted on the City of Plano website. In addition, drafts and final copies will be made available for review at the following location:

City of Plano
Neighborhood Services Department
Plano Municipal Center
1520 K Avenue, Suite 2507501-A Independence Parkway
Plano, Texas 7507475025

C. PUBLIC HEARINGS AND PUBLIC COMMENTS

1. PUBLIC HEARINGS GUIDELINES
 - a. The City will hold at least ~~one two~~ public hearings, one during development of the plans and one after publication, to obtain citizens' views on the during the development of the ConPlan and at least one public hearing during the development of the AP, AP, and AFH. These public hearings will provide interested parties with the following:
 - i. A forum for citizens and groups to provide the City with

Citizen Participation Plan
DRAFT Amended 6-22-
2015September 2016

information on housing and community development needs ~~as part of the preparation of the ConPlan and the AP~~; and,

- ~~ii.~~ The amount of funds the City expects to receive from HUD for the implementation of the CDBG and HOME Programs, as well as program income, through activities under these programs, as part of the preparation of the AP.

- ~~b.~~ The City will hold at least one public hearing after publication of the CAPER to obtain citizens' views and comments.

~~2. The City will hold at least one public hearing to obtain citizens' views after publication of the ConPlan and at least one public hearing after publication of the AP. The public hearing will provide interested parties with the following:~~

~~A forum for citizens and groups to provide the City with information on housing and community development needs as part of the preparation of the ConPlan and the AP; and,~~

~~The amount of funds the City expects to receive from HUD for the implementation of the CDBG and HOME Programs, as well as program income, through activities under these programs, as part of the preparation of the AP.~~

~~A public hearing will be held to provide the public with information on the draft CAPER.~~

PUBLIC COMMENT PERIODS

- a. A thirty (30) day comment period will be held for citizens to make comments on proposed ConPlans, APs, AFHs, and Substantial Amendments. A fifteen (15) day comment period will be held for the proposed CAPER.
- b. No plan or amendment will be implemented until the conclusion of each public comment period. All comments or views of citizens received in writing, or orally at public hearings, if any, will be considered by the City before implementing the proposed changes. A summary of citizen comments will be kept on file and with the final corresponding document.

3. GENERAL GUIDELINES

- a. Public hearings will be held at either the Community Relations Commission meetings or the City of Plano City Council meetings. Public hearings will be held at accessible locations as specified in the notice. Accommodations for disabled individuals are available upon request of at least 24 hours prior to the meeting. Also, Spanish-speaking personnel are present at these meetings upon request and, upon request from other non-English speaking residents; efforts will be made to have personnel fluent in the respective language present at these meetings.
- b. All public hearing locations will be wheelchair accessible and

accommodations for sign interpretive services can be made available if requested 48 hours in advance of meetings. The notices shall be published in English in the Plano Star Courier.

~~The City will provide a 30 day comment period in order to provide citizens with the opportunity to make comments on proposed ConPlans, APs, and Substantial Amendments. There will be a 15 day comment period for the CAPER. The Plans and the Amendments will not be implemented until the conclusion of each public comment period. All comments or views of citizens received in writing, or orally at public hearings, if any, will be considered by the City before implementing the proposed changes. A summary of citizen comments will be kept on file and with the final corresponding document.~~

c. Access to Records: Upon request, the City will make available information and records relating to the ConPlan, AP, and AFH during the preceding five years. The City and Neighborhood Services Department website will be updated with basic information and final HUD-approved plans and documents.

d. Technical Assistance: Upon request, the City will provide technical assistance to groups representative of persons of low and moderate income to comment on the AFH, or to develop proposals for funding assistance under any of the programs discussed in the ConPlan.

e-e. Complaints: Any resident with a complaint regarding the ConPlan, AP, CAPER, AFH, or Substantial Amendment may submit their concern in writing to the City of Plano Neighborhood Services Department c/o Community Services Manager. The City shall provide a timely, substantive written response to each complaint within 15 working days, where practicable.

24. NOTICE OF PUBLIC HEARINGS AND COMMENT PERIODS

- a. In order to provide citizens the opportunity to participate in the development and proposed ConPlan, AP, ~~and CAPER~~CAPER, AFH, and Substantial Amendments; the City will publish notices of public hearings, public comment periods, and notices of availability of these draft documents in the Plano Star Courier, a newspaper of general circulation.
- b. The notice of the time, place, and purpose of the public hearings and comment periods will be published as a display ad, in a non-legal section of the newspaper. Public hearing will be held only after there has been adequate notice (at least 14 days).
- c. Public hearings will be held only after there has been adequate notice (at least 14 days). Additionally, the City Council agenda items that are the official proposed actions taken by the City Council will be published 72 hours prior to action taken by the City Council and are available on the City's

website at: www.plano.gov.

35. COMMENTS RECEIVED DURING THE PUBLIC HEARINGS AND DURING THE COMMENT PERIOD

- a. When the City publishes its notice of the proposed use of the funds and the comment period, the city shall include the address of where to send written comments.
- b. The notice will also include the name, telephone number and e-mail address of a City staff person.
- c. The City shall consider all comments received during public hearings and the comment period. A summary of these comments or views and the determination of the acceptance or non-acceptance and reasons for the non-acceptance will be kept on file with the corresponding final document.

46. ACCESS TO HEARINGS AND MEETINGS

- a. The City shall provide citizens with reasonable and timely access to public hearings.
- b. All public notices for public hearings will include the following language for citizens with disabilities: “The Plano Municipal Building 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. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the Planning-Neighborhood Services Department at (972) ~~941-7151~~208-8150.”
- c. All public notices will include a HUD-approved Fair Housing logo.

D. ANTI-DISPLACEMENT

Following the approval of the ConPlan and APs, the City of Plano will review all projects recommended for funding to identify those activities that will result in the displacement of residents.

The City’s overall goal is to minimize displacement of its residents. However, when displacement is unavoidable, before any formal action is taken by the City to displace an individual, the City will notify, in writing, those residents who will be displaced and outline the types of services available through the City. The City will comply with all requirements of the Uniform Relocation Assistance Act, and will not displace any resident unless suitable, safe, decent and sanitary housing is available. All replacement units will be inspected to ensure suitability. Residents who must relocate will be

provided with counseling assistance and referrals to replacement housing. In the event that a resident disagrees with the need for displacement, he or she may ~~must~~ make an appeal in writing to the City of Plano's Neighborhood Services Department.

CITY OF PLANO
NOTICE OF PUBLIC HEARING AND COMMENT
PROPOSED AMENDMENT TO THE CITIZEN PARTICIPATION PLAN
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT AND
HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT FUNDS

Publication Date: August 21, 2016

The City of Plano is committed to providing its citizens opportunities to participate in the planning, implementation, and assessment of the use of funds received from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

The City's Citizen Participation Plan (CPP) sets forth the policies and procedures for citizens to participate in the use of HUD funds by providing public notice, holding public hearings, and opening public comment periods. The City must follow the processes set forth in the CPP before finalizing and submitting reports to HUD. The CPP applies to the following for utilizing HUD funds: 1) Five Year Consolidated Plan, 2) Annual Action Plan, 3) Consolidated Annual Performance and Evaluation Report, and 4) Substantial Amendments.

PROPOSED AMENDMENT

In March 2016, HUD published a new, final rule regarding the obligation to Affirmatively Further Fair Housing. The new rule replaces the Analysis of Impediments to Fair Housing with an Assessment of Fair Housing (AFH). The AFH is an examination and determination of: 1) fair housing data, 2) assessment of fair housing issues, and 3) identification of fair housing priorities and goals for the implementation and use of the City's HUD funds. An AFH report is the result of the above analysis and conclusions.

The proposed amendment to the CPP includes consultation and community participation requirements established by HUD for the City to follow in developing and finalizing its AFH. For the AFH, this proposed amendment includes the following:

- Holding at least two public hearings for the AFH, one during its development and one after its publication;
- Observing a thirty (30) day comment period before the AFH is finalized;
- Defining the Substantial Amendment process for amendments to the AFH and the Citizen Participation Plan; and,
- Providing other guidelines for access to records, technical assistance, and complaints.

PUBLIC COMMENTS

A 30-day public comment period will be open from August 22, 2016 to September 20, 2016. The public may review the Citizen Participation Plan in-person at the Neighborhood Services Department, 7501-A Independence Parkway, Plano, TX 75025. City department office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The Citizen Participation Plan may also be reviewed online at www.plano.gov/660/Housing-Urban-Development-HUD-Grants.

Comments regarding the Citizen Participation Plan should be directed to Shanette Brown, Community Services Manager, 7501-A Independence Parkway, Plano, TX 75025, Phone: (972) 208-8150, Fax: (972) 208-8158, Email: shanetteb@plano.gov. Comments received after the public hearing on Monday, September 26, 2016, will not be sent to HUD.

PUBLIC HEARINGS

The Citizen Participation Plan will be reviewed by City Council and the public may comment at a public hearing on Monday, September 26, 2016, to be held at 7:00 p.m. in the Council Chambers of the Plano Municipal Center, 1520 K Ave, Plano, TX 75074.

ACCESSIBILITY STATEMENT

The Plano Municipal Building 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. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the Neighborhood Services Department at (972) 208-8150.



DATE: September 7, 2016
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of September 6, 2016

**AGENDA ITEM NO. 1A - PUBLIC HEARING
ZONING CASE 2016-023
APPLICANT: MCDERMOTT SQUARE LP**

Request to amend Planned Development-400-Retail on 17.1 acres located at the northeast corner of McDermott Road and Independence Parkway to allow the additional use of mini-warehouse/public storage with modified development standards. Project #ZC2016-023. Tabled August 15, 2016.

APPROVED: 6-1 **DENIED:** _____ **TABLED:** _____
Speaker Card(s) Received **Support:** 0 **Oppose:** 0 **Neutral:** 0
Letters Received Within 200' Notice Area: **Support:** 0 **Oppose:** 2 **Neutral:** 0
Letters Received Outside 200' Notice Area: **Support** 0 **Oppose:** 3 **Neutral:** 0
Petition(s) Received: 0 **# Of Signatures:** 0

The Commissioner voting in opposition stated that the mini-warehouse use was inappropriate adjacent to the existing single-family residences.

STIPULATIONS:

Recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

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

Restrictions:

1. ~~Maximum Height: One story~~

Mini-warehouse/public storage is permitted on a maximum of 2.5 acres subject to the following standards:

- a. Maximum Height: Two stories
- b. Maximum Floor Area Ratio: 0.6:1
- c. In lieu of the required masonry screening wall, a 6 or 8 foot tubular steel fence and an irrigated living screen must be placed along the eastern property line. The landscape screen must grow to a height of at least 15 feet within 2 years of installation.

2. Maximum Floor Area Ratio: 0.3:1

All other uses are subject to the following standards:

- a. Maximum Height: One story
- b. Maximum Floor Area Ratio: 0.3:1

FOR CITY COUNCIL MEETING OF: September 26, 2016 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

EM/amf

xc: Raed Maso, McDermott Square, LP
Arlyn W. Samuelson, Pogue Engineering
Rick Jones, Advantage Storage

<https://goo.gl/maps/9LfDaskcJGq>

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 6, 2016

Agenda Item No. 1A

Public Hearing: Zoning Case 2016-023

Applicant: McDermott Square LP

DESCRIPTION:

Request to amend Planned Development-400-Retail on 17.1 acres located at the northeast corner of McDermott Road and Independence Parkway to allow the additional use of mini-warehouse/public storage with modified development standards. Project #ZC2016-023. Tabled August 15, 2016.

REMARKS:

This item was tabled at the August 15, 2016, Planning & Zoning Commission meeting. It must be removed from the table for consideration.

The applicant is requesting to amend Planned Development-400-Retail (PD-400-R) to allow the additional use of mini-warehouse/public storage and to modify several development standards. The Retail (R) district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

The applicant is requesting to amend the existing planned development zoning district, to allow mini-warehouse as an additional permitted use, and increase the maximum building height and floor area ratio to accommodate a larger development. The Zoning Ordinance defines mini-warehouse/public storage as a building containing separate, individual, self-storage units of 500 square feet or less for rent or lease. The conduct or sales, business, or any activity other than storage shall be prohibited within any individual storage unit.

A concept plan, McDermott Square, Block A, Lots 2R & 9, accompanies this rezoning request as Agenda Item 1B.

BACKGROUND:

The subject property is partially developed with retail, medical office, health and fitness, and automobile repair uses. The property was initially rezoned to allow for residential uses in 1984 with other properties in the surrounding area. A subsequent rezoning occurred in 1986, converting the property to R zoning with stipulations intended to minimize the height and intensity of commercial uses in expectation of future adjacent residential uses.

Surrounding Land Use and Zoning

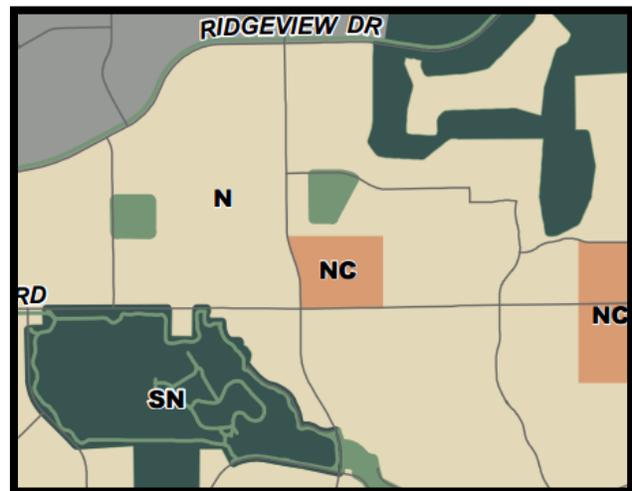
To the north of the subject property is an existing multifamily development zoned Multifamily Residence-2 (MF-2). To the east is the Ridgeview Ranch single-family subdivision zoned Single-Family Residence-6 (SF-6). To the south, across McDermott Road, is the Villages of Russell Creek single-family subdivision and a day care zoned Single-Family Residence-7 (SF-7) with Specific Use Permit #602 for Day Care Center, and a multifamily development zoned MF-2. To the west, across Independence Parkway, is the Highlands of Russell Park single-family subdivision zoned SF-7.

Conformance to the Plano Tomorrow Comprehensive Plan

Future Land Use Map - The Future Land Use Map of the city's Comprehensive Plan designates the subject property as Neighborhood Center (NC).

The Neighborhood Center future land use category applies to corner retail sites along major arterials. Redevelopment of existing retail centers is strongly encouraged and should reduce retail square footage, focus on quality design and pedestrian access, and increase the mix of uses. Neighborhood Center uses are typically located in low-rise buildings with retail, service, and office uses that serve the adjacent neighborhoods.

The introduction of residential uses within Neighborhood Centers is recommended where it can be accomplished in a context-sensitive manner and integrated into the center. When residential is introduced, single-family uses are desired for compatibility with existing adjacent neighborhoods. Neighborhood centers will be based on the concepts of mixed-use, community design, and transit-oriented design, where possible. Adequate building setbacks must be considered when development is proposed near neighborhoods. Useable open space will be included within the centers to create active and interesting public spaces.

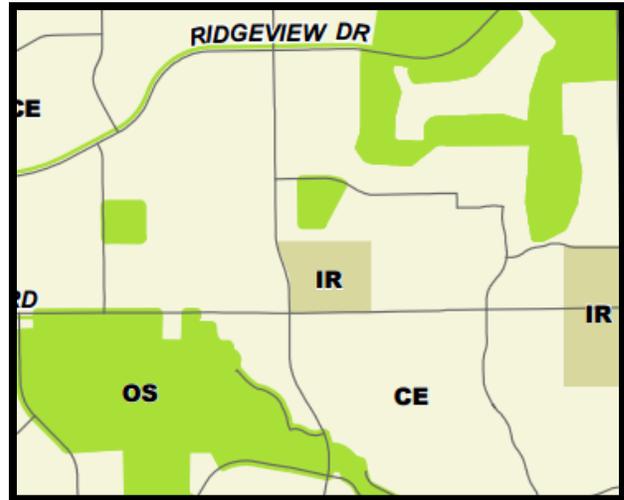


The proposed mini-warehouse use is consistent with retail development and would increase the mix of uses within the retail corner.

Growth and Change Map - The Growth & Change Map designates the subject property as Improve & Refine (IR).

IR areas are expected to experience moderate changes through infill, reuse, and redevelopment.

This request would allow a vacant property to develop as a mini-warehouse use would serve residents and businesses in the surrounding area. This request is consistent with the IR designation.



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

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

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

Proposed Planned Development Stipulations

The requested zoning is to amend the existing PD-400-R. There are two primary parts to this request: land use and building design standards.

Land Use - The applicant is proposing to retain R as the base zoning district and add the additional use of mini-warehouse/public storage.

Design Standards - The requested design standards are intended to increase the allowable height to gain more flexibility in building design and to increase the building FAR to accommodate a larger building on a subdivided lot.

Proposed Restrictions:

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

1. Mini-warehouse/public storage is permitted on a maximum of 2.5 acres subject to the following standards:
 - a. Maximum Height: Two stories
 - b. Maximum Floor Area Ratio: 0.6:1
2. All other uses are subject to the following standards:

- a. Maximum Height: One story
- b. Maximum Floor Area Ratio: 0.3:1

ISSUES:

Mini-Warehouse/Public Storage Use

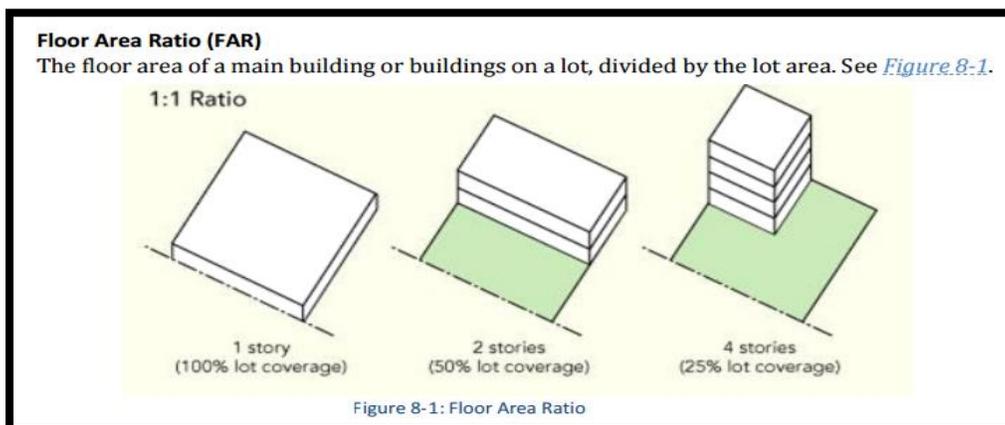
The Zoning Ordinance allows mini-warehouse/public storage in the R district with approval of a Specific Use Permit (SUP). These uses are appropriate for certain R zoned properties as they provide a service to surrounding neighborhoods and businesses. Instead of pursuing an SUP, the applicant has requested to allow the use within the planned development district but restrict the maximum permitted area to 2.5 acres. This would still leave several vacant properties within PD-400-R for other types of retail development. The proposed acreage limitations are consistent with the companion concept plan for McDermott Square, Block A, Lots 2R & 9 (Agenda Item 1B). Staff believes the requested use is appropriate for the subject property.

Height

The R zoning district restricts building height to two stories, 35 feet; however, PD-400-R further restricts this requirement to one-story, while still allowing a maximum constructed height of 35 feet. Since the applicant could still construct a building to a height of 35 feet, staff believes the requested additional story will not create a significant visual impact for adjacent properties. For this reason, staff is in support of the requested height amendment.

Floor Area Ratio and Site Density

This PD restricts floor area ratio to 0.3:1 from the typical 0.6:1 allowed in the R base zoning district. This change in floor area ratio restricts the density of development on the site. The applicant is requesting to increase the allowable floor area ratio from 0.3:1 to 0.6:1 to allow for a larger development. The ordinance defines floor area ratio as noted in the graphic below:



The existing developed properties within the subject property have all complied with the 0.3:1 floor area ratio limitation as shown in the table below:

Lot	FAR
Lot 1R	0.2:1
Lot 4	0.2:1
Lot 5	0.2:1
Lot 6R	0.1:1
Lot 7	0.2:1
Lot 8	0.1:1
Proposed Lot 2R	0.6:1
Proposed Lot 9	0.2:1

Although the a second story can be accommodated with minimal change to the development form, the applicant's requested floor area ratio, coupled with the addition of a second story and subdivision of Lot 2 into a smaller lot intensifies the original intentions of the existing PD. As shown in the concept plan, the applicant is proposing to subdivide the property to allow for future development adjacent to McDermott Road on Lot 9. Due to the intended subdivision and the size of the proposed buildings, the applicant is creating a development situation which necessitates an increased floor area ratio.

As staff examined this issue, we noted two recent examples of mini-warehouse developments within R zoning that have been able to successfully comply with the standard 0.6:1 floor area ratio. These developments include Hedgcoxe Custer Addition, Block A, Lot 5, located southeast of Custer Road and Hedgcoxe Road, and Ohio-Hedgcoxe Addition Block A, Lot 2, located northeast of Ohio Drive and Hedgcoxe Road.

Although staff is concerned that this increase in floor are ratio is incongruent with other properties in the existing planned development, the increase may be appropriate in order for the property owner to provide enough density to successfully develop the lot with the requested mini-warehouse use. Furthermore, since the mini-warehouse use is restricted to 2.5 acres, the modified floor area ratio would be limited to a small portion of PD-400-R.

SUMMARY:

The applicant is requesting to amend PD-400-R to allow for mini-warehouse/public storage as a permitted use with modified development standards. The requested use is appropriate within the context of the surrounding zoning and development, and is in conformance with the recommendations of the Comprehensive Plan. The requested PD amendments would allow for a second story to be constructed within the current height allowances of 35 feet, and an increased floor area ratio is consistent with standard R zoning district requirements. Although the requested amendments would allow for additional site density, staff believes the restriction of these standards to a maximum of 2.5 acres, which equates to 15 percent of the land area within PD-400-R, would minimize

the impact of the proposed development on surrounding properties. For these reasons, staff is in support of the request.

RECOMMENDATION:

Recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

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

Restrictions:

1. ~~Maximum Height: One story~~

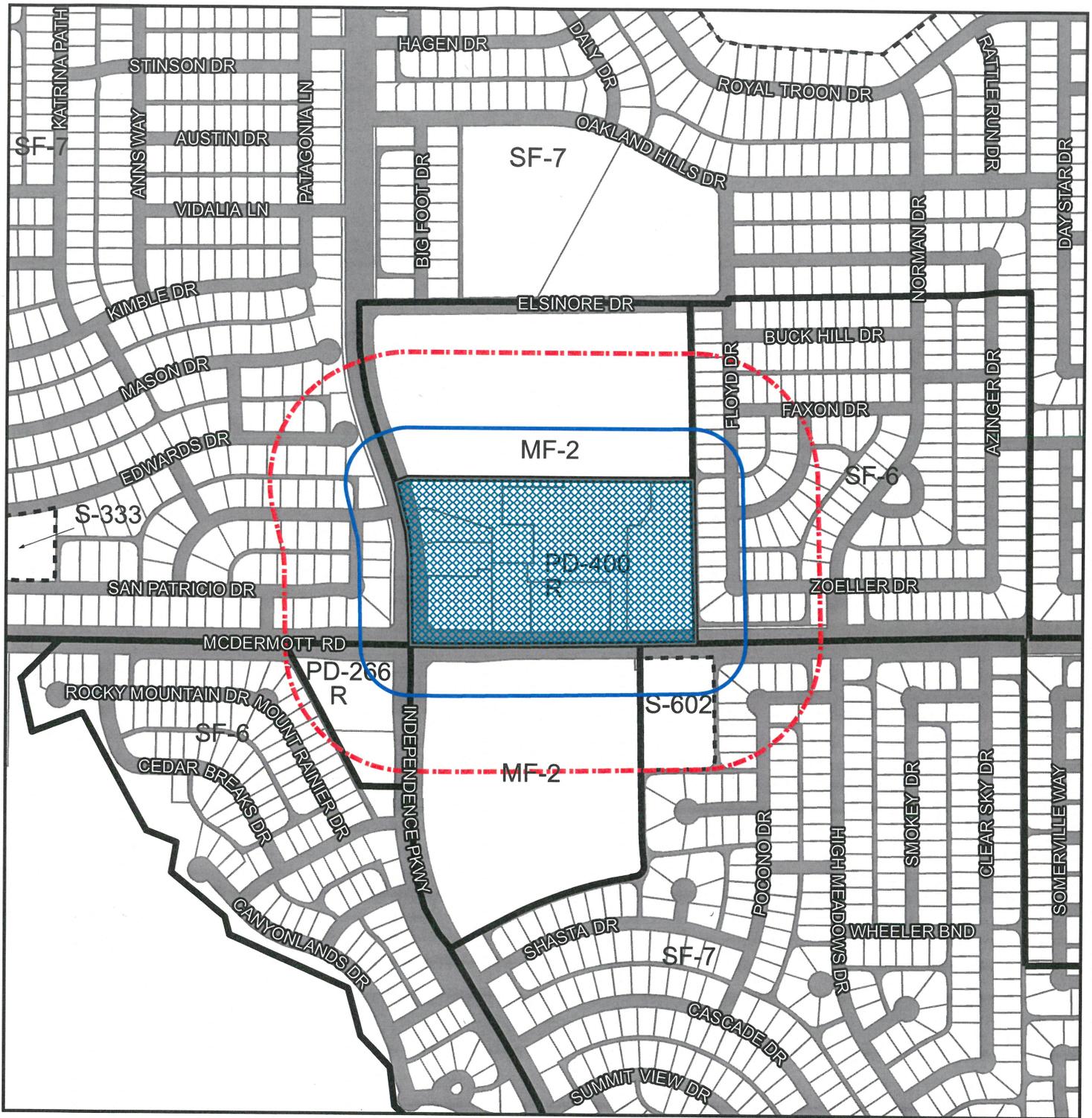
Mini-warehouse/public storage is permitted on a maximum of 2.5 acres subject to the following standards:

- a. Maximum Height: Two stories
- b. Maximum Floor Area Ratio: 0.6:1

2. ~~Maximum Floor Area Ratio: 0.3:1~~

All other uses are subject to the following standards:

- a. Maximum Height: One story
- b. Maximum Floor Area Ratio: 0.3:1

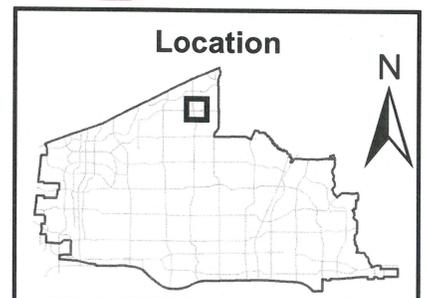


Zoning Case #: 2016-023

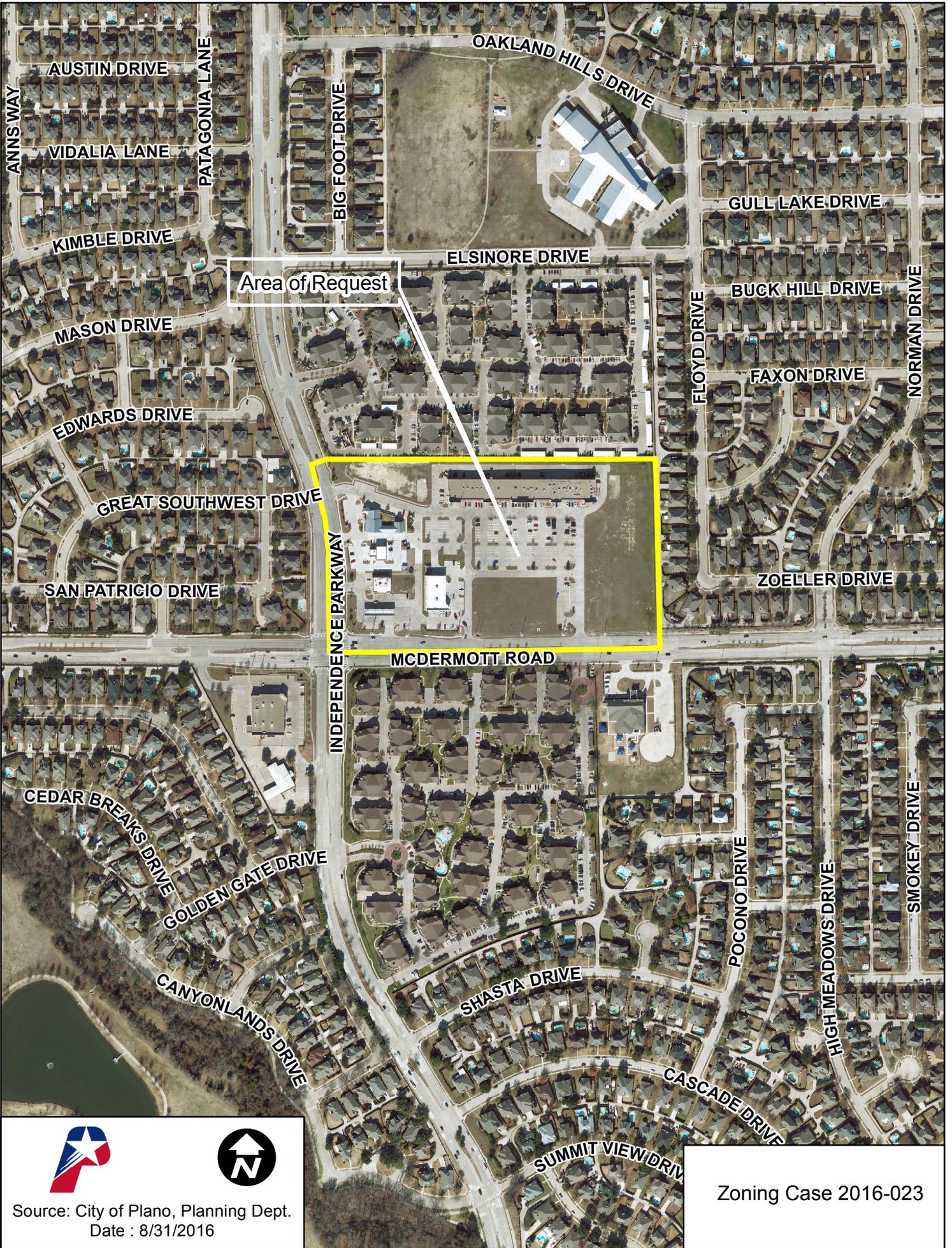
Existing Zoning: Planned Development-400-Retail (PD-400-R)

Proposed Zoning: Amend Planned Development-400-Retail (PD-400-R) to allow the additional use of mini-warehouse/public storage with modified development standards.

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



Source: City of Plano Planning Department



Area of Request



Source: City of Plano, Planning Dept.
Date : 8/31/2016

Zoning Case 2016-023

Zoning Case 2016-023

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-400-Retail on 17.1 acres of land out of the Samuel Young Survey, Abstract No. 1039, located at the northeast corner of McDermott Road and Independence Parkway, in the City of Plano, Collin County, Texas, to allow for the additional use of mini-warehouse/public storage with modified development standards; 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 26th day of September, 2016, for the purpose of considering amending Planned Development-400-Retail on 17.1 acres of land out of the Samuel Young Survey, Abstract No. 1039, located at the northeast corner of McDermott Road and Independence Parkway, in the City of Plano, Collin County, Texas, to allow for the additional use of mini-warehouse/public storage with modified development standards; 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 26th day of September, 2016; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-400-Retail on 17.1 acres of land out of the Samuel Young Survey, Abstract No. 1039, located at the northeast corner of McDermott Road and Independence Parkway in the City of Plano, Collin County, Texas, to allow for the additional use of mini-warehouse/public storage with modified development standards, said property being described in the legal description on Exhibit "A" attached hereto.

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

Restrictions:

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

1. Mini-warehouse/public storage is permitted on a maximum of 2.5 acres subject to the following standards:
 - a. Maximum Height: Two stories
 - b. Maximum Floor Area Ratio: 0.6:1
 - c. In lieu of the required masonry screening wall, a 6 or 8 foot tubular steel fence and an irrigated living screen must be placed along the eastern property line. The landscape screen must grow to a height of at least 15 feet within 2 years of installation.
2. All other uses are subject to the following standards:
 - a. Maximum Height: One story
 - b. Maximum Floor Area Ratio: 0.3:1

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 26TH DAY OF SEPTEMBER, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2016-023

DESCRIPTION, of a 17.1002 acres acre tract of land situated in the Samuel Young Survey, Abstract No. 1039, Collin County, Texas; said tract being all of Lots 1R and 6R, Block A, McDermott Square, an addition to the City of Plano, Texas according to the plat recorded in Volume 2008, Page 677 of the Plat Records of Collin County, Texas, all of Lot 7, Block A, McDermott Square, an addition to the City of Plano, Texas according to the plat recorded in Volume 2010, Page 180 of the said Plat Records, all of Lots 2 and 3, Block A, McDermott Square, an addition to the City of Plano, Texas according to the plat recorded in Cabinet Q, Page 562 of the said Plat Records, all of Lots 4 and 5, McDermott Square, an addition to the City of Plano, Texas according to the plat recorded in Cabinet R, Page 24 of the said Plat Records, part of McDermott Road (a variable width right-of-way) and part of Independence Parkway (a variable width right-of-way); said 17.1002 acres acre tract being more particularly described as follows:

BEGINNING, at a "+" cut in concrete found for corner in the west right-of-way line of a 15-foot wide alley as shown on the Ridgeview Ranch Addition, Phase II, an addition to the City of Plano, Texas according to the plat recorded in Cabinet J, Page 935 of the said Plat Records; said point also being the northeast corner of said Lot 2, Block A and the southeast corner of Lot 1, Block A, Courtney Manor Addition, an addition to the City of Plano, Texas according to the plat recorded in Volume 2006, Page 268 of the said Plat Records;

THENCE, South 01°17'46" East, along the west right-of-way line of said alley and the east line of said Lot 2, Block A, at a distance of 591.13 feet passing a 1-inch iron rod found at the southeast corner of said Lot 2, Block A and an angle point in the north right-of-way line of McDermott Road (a variable width right-of-way, continuing in all a total distance of 646.13 feet to a point for corner in the centerline of said McDermott Road;

THENCE, South 89°09'00" West, along the centerline of said McDermott Road, a distance of 1,131.53 feet to a point for corner at the intersection of the centerline of said McDermott Road and the centerline of Independence Parkway (a variable width right-of-way);

THENCE, along the centerline of said Independence Pkwy., the following four (4) calls:

North 00°07'02" East, a distance of 342.97 feet to an angle point;

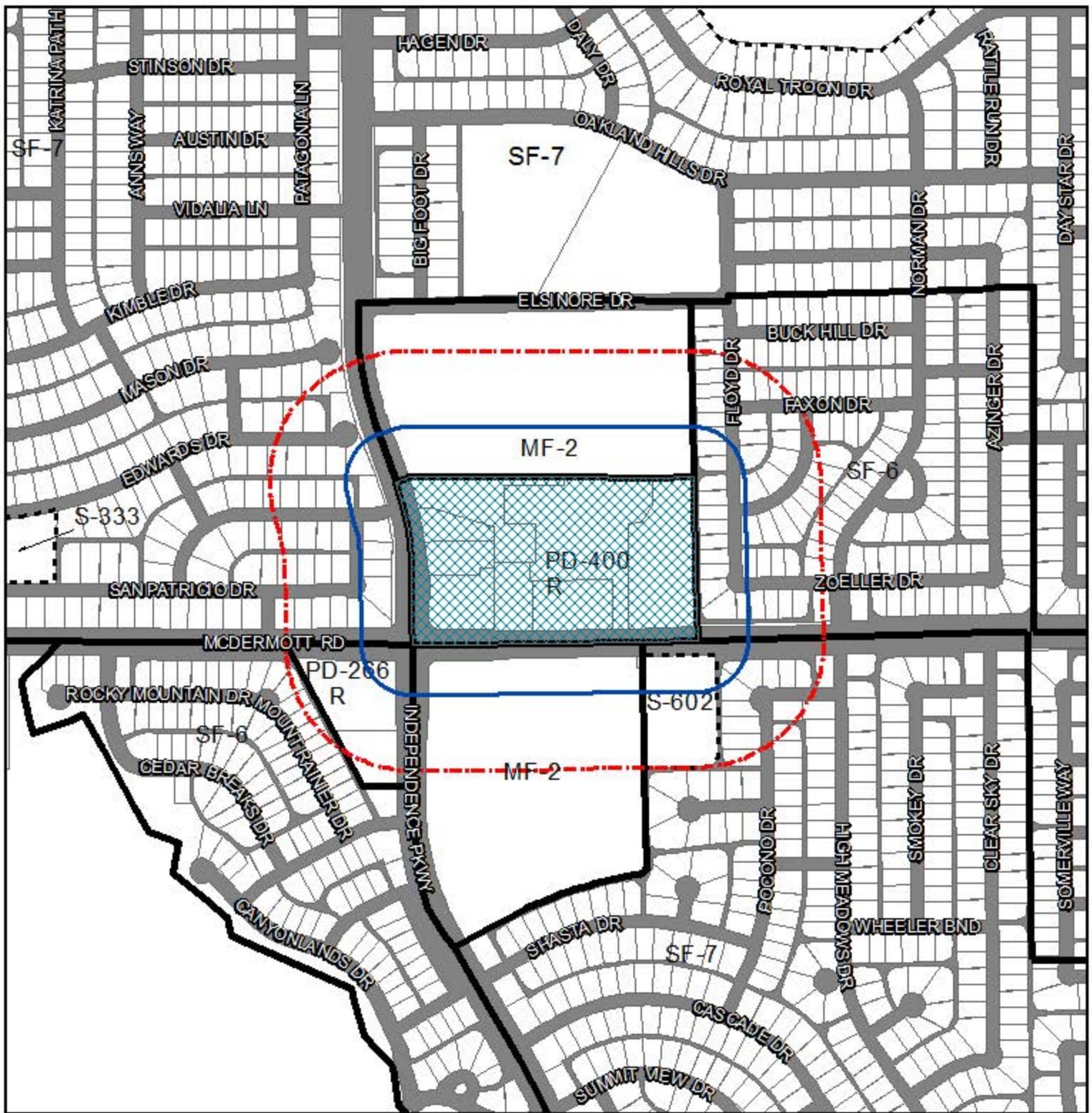
North 07°04'15" West, a distance of 64.04 feet to the point at the beginning of a non-tangent curve to the left;

In a northwesterly direction, along said curve to the left, having a central angle of 13°34'09", a radius of 1,100.00 feet, a chord bearing and distance of North 13°, 35'59" West, 259.90 feet, an arc distance of 260.51 feet to a point at the end of said curve;

North 20°17'15" West, a distance of 4.90 feet to a point for corner;

THENCE, South 89°58'01" East, departing the centerline of said Independence Pkwy., at a distance of 58.57 feet passing a 3-inch aluminum disk found at the northwest corner of said Lot 1R, Block A and the southwest corner of said Lot 1, Block A, continuing along the common line between said Lot 1R, Block A and said Lot 1, Block A, in all a total distance of 1,021.84 feet to a 5/8-inch iron rod with "KHA" cap found at an angle point;

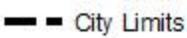
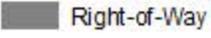
THENCE, South 89°52'00" East, continuing along said common line between Lot 1R, Block A and Lot 1, Block A, a distance of 164.95 feet to the POINT OF BEGINNING and CONTAINING 744,886 square feet or 17.1002 acres of land, more or less.

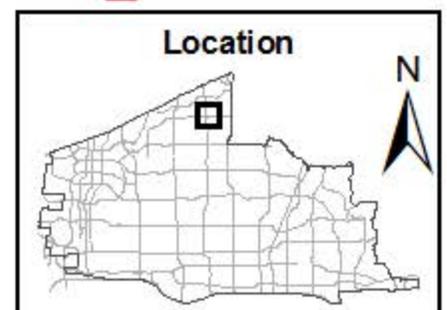


Zoning Case #: 2016-023

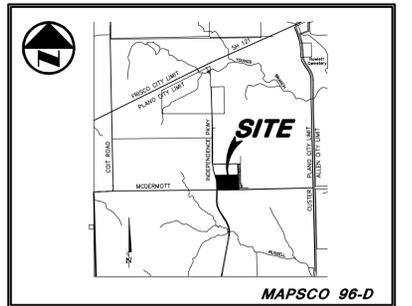
Existing Zoning: Planned Development-400-Retail (PD-400-R)

Proposed Zoning: Amend Planned Development-400-Retail (PD-400-R) to allow the additional use of mini-warehouse/public storage with modified development standards.

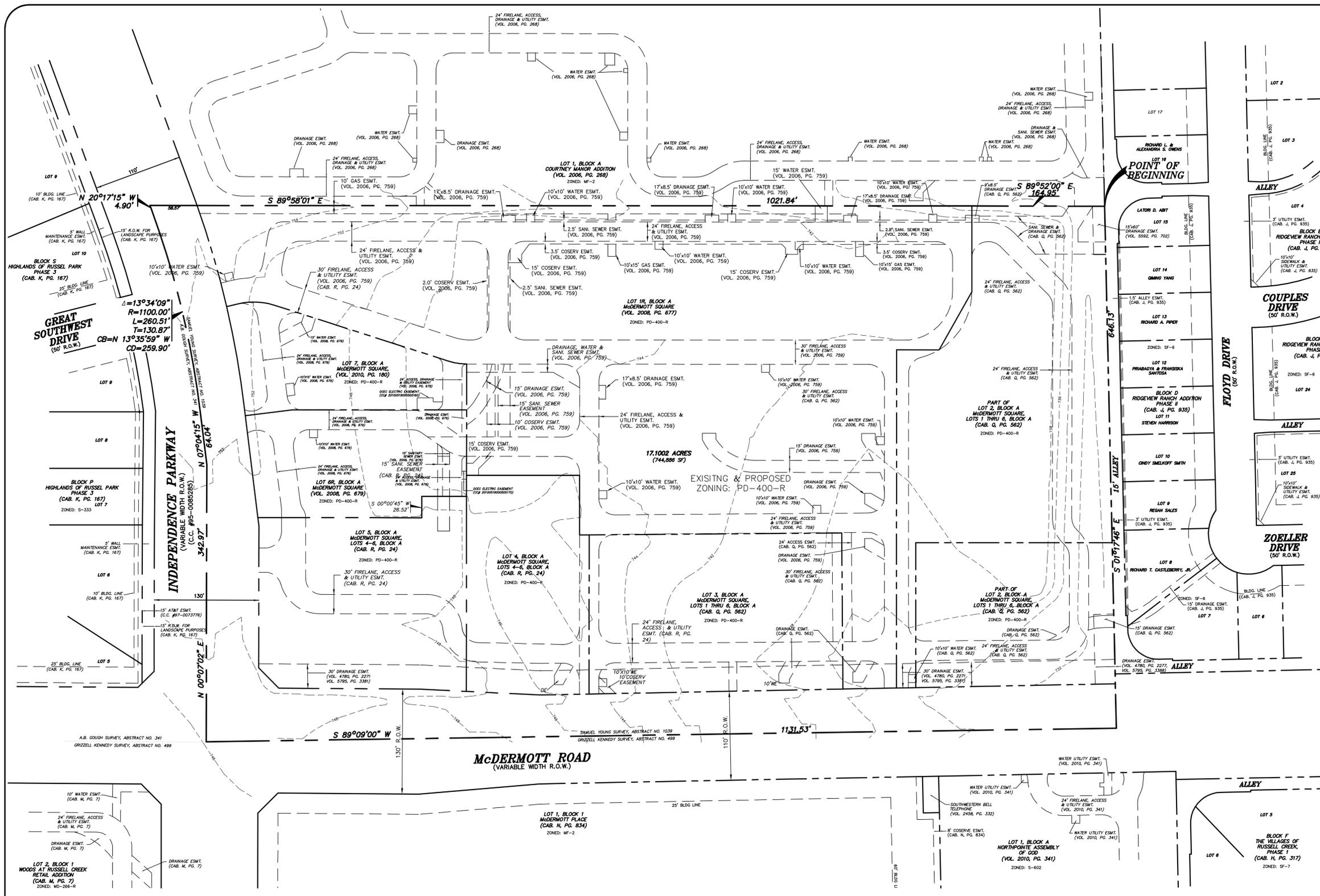
- | | | | | | | | |
|---|-----------------------------------|---|--------------------------|---|-----------------|---|---------------------|
|  | 500' Courtesy Notification Buffer |  | 200' Notification Buffer |  | Zoning Boundary |  | Specific Use Permit |
|  | Subject Property |  | City Limits |  |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



Source: City of Plano Planning Department



VICINITY MAP
NOT TO SCALE



DESCRIPTION OF PROPERTY

DESCRIPTION, of a 17,100.22 acres tract of land situated in the Samuel Young Survey, Abstract No. 1039, Collin County, Texas; said tract being all of Lots 1R and 6R, Block A, McDermott Square, an addition to the City of Plano, Texas according to the plat recorded in Volume 2008, Page 677 of the Plat Records of Collin County, Texas, all of Lot 7, Block A, McDermott Square, an addition to the City of Plano, Texas according to the plat recorded in Volume 2010, Page 180 of the said Plat Records, all of Lots 2 and 3, Block A, McDermott Square, an addition to the City of Plano, Texas according to the plat recorded in Cabinet Q, Page 362 of the said Plat Records, all of Lots 4 and 5, McDermott Square, an addition to the City of Plano, Texas according to the plat recorded in Cabinet R, Page 24 of the said Plat Records, part of McDermott Road (a variable width right-of-way) and part of Independence Parkway (a variable width right-of-way); said 17,100.22 acres tract being more particularly described as follows:

BEGINNING, at a "4" cut in concrete found for corner in the west right-of-way line of a 15-foot wide alley as shown on the Ridgeview Ranch Addition, Phase II, an addition to the City of Plano, Texas according to the plat recorded in Cabinet J, Page 935 of the said Plat Records; said point also being the northeast corner of said Lot 2, Block A and the southeast corner of Lot 1, Block A, Courtney Manor Addition, an addition to the City of Plano, Texas according to the plat recorded in Volume 2006, Page 268 of the said Plat Records;

THENCE, South 01 degrees, 17 minutes, 46 seconds East, along the west right-of-way line of said alley and the east line of said Lot 2, Block A, at a distance of 591.13 feet passing a 1-inch iron rod found at the southeast corner of said Lot 2, Block A and an angle point in the north right-of-way line of McDermott Road (a variable width right-of-way, continuing in all a total distance of 646.13 feet to a point for corner in the centerline of said McDermott Road;

THENCE, South 89 degrees, 09 minutes, 00 seconds West, along the centerline of said McDermott Road, a distance of 1,131.53 feet to a point for corner at the intersection of the centerline of said McDermott Road and the centerline of Independence Parkway (a variable width right-of-way);

THENCE, along the centerline of said Independence Pkwy., the following four (4) calls:

North 00 degrees, 07 minutes, 02 seconds East, a distance of 342.97 feet to an angle point;

North 07 degrees, 04 minutes, 15 seconds West, a distance of 64.04 feet to the point at the beginning of a non-tangent curve to the left;

In a northerly direction, along said curve to the left, having a central angle of 13 degrees, 34 minutes, 09 second, a radius of 1100.00 feet, a chord bearing and distance of North 13 degrees, 35 minutes, 59 seconds West, 259.90 feet, an arc distance of 250.31 feet to a point at the end of said curve;

North 20 degrees, 17 minutes, 15 seconds West, a distance of 4.90 feet to a point for corner;

THENCE, South 89 degrees, 58 minutes, 01 seconds East, departing the centerline of said Independence Pkwy., at a distance of 58.57 feet passing a 3-inch aluminum disk found at the northwest corner of said Lot 1R, Block A and the southwest corner of said Lot 1, Block A, continuing along the common line between said Lot 1R, Block A and said Lot 1, Block A, in all a total distance of 1,021.84 feet to a 5/8-inch iron rod with "KHA" cap found at an angle point;

THENCE, South 89 degrees 52 minutes 00 seconds East, continuing along said common line between Lot 1R, Block A and Lot 1, Block A, a distance of 164.95 feet to the POINT OF BEGINNING.

CONTAINING, 744,886 square feet or 17,100.22 acres of land, more or less.

NOTE:
APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

ZONING CASE # ZC2016-023
ZONING EXHIBIT
17,100.22 ACRES
BEING OUT OF THE SAMUEL YOUNG SURVEY,
ABSTRACT No. 1039
CITY OF PLANO
COLLIN COUNTY, TEXAS

SURVYOR POGUE ENGINEERING, A DIVISION OF WESTWOOD ROMAN GROVYSMAN, RPLS 1521 BRAY CENTRAL DRIVE MCKINNEY, TEXAS 75069 (972) 265-3314 (PHONE) roman.grovsman@westwoodsps.com	PETITIONER ADVANTAGE SELF STORAGE, INC MR. RICK JONES 2600 ELDORADO PARKWAY Suite 100 MCKINNEY, TEXAS 75070 (972) 547-0236 (PHONE) rjones@advantagestorage.net	PREPARED 07-06-2016	SURVEYED 05-09-2016
POGUE ENGINEERING & DEVELOPMENT COMPANY, INC. a division of Westwood		SCALE: 1" = 40'	W NUMBER R0008734.00
1512 BRAY CENTRAL DRIVE SUITE 100 MCKINNEY, TEXAS 75069 TX BOARD PROF. ENGINEERS, CERT. #11756; TX BOARD PROF. LAND SURVEYING, CERT. 1007430		DRAWN BY: M.J.N.	CHECKED BY: AWS

DATE: September 7, 2016
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of September 6, 2016

**AGENDA ITEM NO. 2A - PUBLIC HEARING
ZONING CASE 2016-026
APPLICANT: COMMODORE PARTNERS, LTD.**

Request to rezone 34.2 acres located at the southeast corner of Preston Road and Rasor Boulevard **from** Planned Development-159-General Office **to** Planned Development-Retail/General Office to allow for the additional uses of single-family residence and multifamily residence, and to modify development standards. Zoned Planned Development-159-General Office/Preston Road Overlay District. Project #ZC2016-026. Tabled August 15, 2016.

APPROVED: 5-2 **DENIED:** _____ **TABLED:** _____

The Commissioners voting in opposition stated that multifamily uses were inappropriate and that residential development should be restricted to single-family uses only.

Speaker Card(s) Received **Support:** 5 **Oppose:** 3 **Neutral:** 0

Letters Received Within 200' Notice Area: **Support:** 6 **Oppose:** 0 **Neutral:** 0

Letters Received Outside 200' Notice Area: **Support** 11 **Oppose:** 35 **Neutral:** 0

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

STIPULATIONS:

Recommended for approval as follows:

The permitted uses and standards shall be in accordance with the Retail (R) and General Office (O-2) zoning districts, unless otherwise specified herein:

1. Uses:

- a. Single-family residence detached is an additional permitted use.

- b. Multifamily residence is an additional permitted use. A maximum of 500 multifamily units may be constructed.
 - c. Prohibited Uses:
 - i. Automobile Repair (Major)
 - ii. Automobile Repair (Minor/Fueling Station)
 - iii. Electrical Substation
 - iv. Mini-Warehouse/Public Storage
 - v. Mortuary/funeral parlor
 - vi. Drive-through restaurant
2. Phasing: A preliminary plat for a minimum of 40 single-family lots, including the primary usable open space, must be approved concurrent with or prior to the approval of a preliminary plat for a maximum of 300 multifamily units. The concept plan shall be divided into development areas. The development area of multifamily shall not exceed the development area of single-family as shown on and consistent with an approved concept plan or as amended by subsequent revisions to a concept plan. For vertical mixed use, the total acreage of the development area of multifamily shall be reduced proportionally in acreage based on the ratio of non-residential square footage versus residential square footage of the building. Prior to the approval of a preliminary plat for the remaining 200 multifamily units, the following requirements must be met:
- a. A minimum of 30 single-family residences must obtain building permits for construction.
 - b. A preliminary plat for a minimum of 10,000 square feet of nonresidential space must be approved. Fitness centers, leasing offices, club and meeting rooms, and other uses associated with and managed by a multifamily use will not be included to meet the minimum nonresidential space requirement.
 - c. A minimum of 60 total single-family lots, including the first phase, must be approved by preliminary plat.
 - d. A minimum of one pedestrian bridge must be constructed across the east/west drainage and floodway easement.
3. Streets and Sidewalks: Where residential uses are constructed, streets and sidewalks must be in conformance with Section 10.700.10 "Streets and Sidewalks" of the Urban Mixed-Use zoning district except as noted below:

- a. Mews streets (two 11 foot travel lanes with three feet on each side to accommodate utilities and services) are allowed for single-family residence detached development. Parking may be provided but is not required.
 - b. A Main Street is not required.
 - c. Street Design: The planned development must be organized into blocks created by a grid of streets and drainage and floodway easements. A variety of street types may be incorporated to create the grid including diagonal, off-set, angled, and curvilinear streets.
 - d. Block Size: The maximum block size is 4.5 acres, except as required for public parks, hospital, or school use. Open space areas within a block are excluded from the block size maximum if a minimum 12-foot wide sidewalk is provided between the building and open space.
 - e. Block Length: Open space areas within a block are excluded from the 600 foot block length maximum if a minimum 12-foot wide sidewalk is provided connecting the open space to adjacent blocks and/or streets.
4. Area, yard, and bulk requirements must be in conformance with Retail (R) and General Office (O-2) zoning districts except as noted below:
- a. Front Yard Setbacks: Except as noted below, adjacent to Preston Road and Rasor Boulevard the minimum setback must be 30 feet from the property line.
 - b. Multifamily Standards:
 - i. Front Yard Setbacks: The westernmost façade of multifamily buildings must be located within 100 feet of Preston Road. For all other areas, 75% of the building face must be within 25 feet of the street curb. If easements are present, or public open space, patio dining, plaza, or other public amenity is provided, 75% of the building face must be built to the easement line, open space, or public amenity.
 - ii. Maximum Height: 4 story, except that 5 stories of multifamily are permitted with the construction of a horizontal structural concrete podium if 30% of the primary building façade at grade consists of nonresidential uses. Structured parking may be 5 levels above grade plus roof-deck parking and the portion of the garage above the habitable portion of the building must be screened from view.

- iii. 100% of first floor multifamily residential units that do not face Preston Road or Razor Boulevard shall have one of the following design features: a true balcony, stoop, or patio to create outdoor living space.

c. Single-Family Residence Detached Standards:

- i. Each dwelling unit must be on an individually-platted lot. Lots must gain access from a major, minor, or mews street.
- ii. Minimum Lot Area: 1,500 square feet
- iii. Minimum Lot Width: 25 feet (interior); 30 feet (corner)
- iv. Minimum Lot Depth: 60 feet
- v. Maximum Height: 3 story, 45 feet
- vi. Front Yard Setbacks: 75% of the building face shall be within 25 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.
- vii. Side Yard Setback: None. Buildings must be separated by a minimum distance of 3 feet. A minimum 3-foot wide maintenance easement must be placed between buildings to allow for property owner maintenance. The easement may be split between lots as long as the minimum 3 foot distance is provided.
- viii. Minimum Rear Yard Setback: The distance from the garage to the travel lane of the alley or mews street must be between 3 to 5 feet or more than 20 feet. Second and third stories may extend a maximum of 2.5 feet into the rear yard setback.
- ix. Maximum Lot Coverage: 80%
- x. Each dwelling unit must have a garage with a minimum of 2 parking spaces. Garage entrances are allowed only from a mews street or alley. The elimination of the garage space, by enclosing the garage with a stationary wall, is prohibited.
- xi. Street names and numbers must be displayed on rear facades.

5. Parking:

- a. Minimum Parking for Nonresidential Uses: One space per 300 square feet
- b. Minimum Parking for Multifamily Residences:

- i. One bedroom or less: One space per unit
 - ii. Two bedrooms: 1.5 spaces per unit
 - iii. Three bedrooms or more: Two spaces per unit
 - c. Minimum Parking for Single-Family Residences: 2.25 spaces per unit
 - d. Any off-street parking requirements may be satisfied by on-street parking or provided within 500 feet even if such sites are nonadjacent or noncontiguous provided that binding agreements exist which will ensure the availability of such off-street parking for the reasonable useful life of the building or project to be built on the site.
- 6. Open Space: A minimum of 10 acres of open space must be provided including drainage and floodway easements, usable open space, and private amenity space. A minimum 3 acres of usable open space must be provided in conformance with the requirements of Subsection 13.800.3 (General Standards) and must be open to the public at all times. One primary usable open space area with a minimum size of one-half acre and a minimum dimension of 50 feet must be provided with the first phase of development. These standards must be maintained for the entire planned development consistent with the approved concept plan or as amended by subsequent revisions to the concept plan.
- 7. Facades: With the exception of parking garages, and loading and service areas, 60% of the first floor of nonresidential buildings must consist of windows, doors, and breezeways.
- 8. Fencing is restricted to wrought iron, tubular steel, tubular aluminum, or masonry and must be a minimum of 50% open construction per the following standards:
 - a. Nonresidential and multifamily: A group of buildings may not be walled, fenced, or restricted from general public access. With the exception of patios, fencing is not permitted in front of any building face.
 - b. Single-family: Fencing is permitted in front yard setbacks, and/or in side yard setbacks adjacent to open space up to a maximum of 4 feet in height. Side yards may be fenced parallel to the street at the front building facade, but fencing is not permitted perpendicular to the street between buildings. Each unit with a fence in the front yard must have an operable gate that opens to the street.

FOR CITY COUNCIL MEETING OF: September 26, 2016 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

ST/amf

xc: Chart Westcott, Commodore Partners LTD
J. Prabha Cinclair, Miklos Law, PLLC

<https://goo.gl/maps/hupra5RPB2M2>

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 6, 2016

Agenda Item No. 2A

Public Hearing: Zoning Case 2016-026

Applicant: Commodore Partners, Ltd.

DESCRIPTION:

Request to rezone 34.2 acres located at the southeast corner of Preston Road and Rasor Boulevard **from** Planned Development-159-General Office **to** Planned Development-Retail/General Office to allow for the additional uses of single-family residence and multifamily residence, and to modify development standards. Zoned Planned Development-159-General Office/Preston Road Overlay District. Project #ZC2016-026. Tabled August 15, 2016.

REMARKS:

This item was tabled at the August 15, 2016, Planning & Zoning Commission meeting. It must be removed from the table for consideration.

The applicant is requesting to rezone the subject property to Planned Development-Retail/General Office (PD-R/O-2) to modify development standards and allow single-family residence detached and multifamily residence as additional permitted uses. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions. The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls, but not including wholesaling or warehousing. The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities.

The subject property is currently undeveloped. A concept plan, Commodore Mixed-Use, accompanies this request as Agenda Item 2B.

Surrounding Land Uses and Zoning

To the north, across Razor Boulevard, the properties are zoned Planned Development-20-Mixed-Use and are developed with bank, retail, and restaurant uses, and include a mid-rise development currently under construction. To the east is an existing multifamily development zoned Planned Development-490-Multifamily Residence-2. To the south of the subject property is an existing federal courthouse and general office buildings zoned Planned Development-159-General Office (PD-159-O-2). To the west, across Preston Road, are existing general office developments and a hotel zoned Commercial Employment (CE).

Proposed Development Stipulations

The requested zoning is PD-R/O-2. There are two primary parts to this request: land use and design standards.

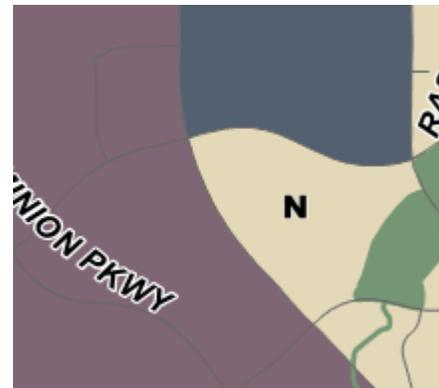
Land Use - The applicant is proposing to rezone the subject property to allow for a mix of single-family detached, multifamily, retail, office and other nonresidential uses.

Design Standards - The language in the proposed PD district would allow this site to be developed with a mix of residential and nonresidential uses constructed either with an urban form of development including reduced building setbacks, reduced lot sizes, and using some standards from the Urban Mixed-Use (UMU) zoning district, or with traditional R and O-2 development standards.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Neighborhood (N).

The Neighborhood future land use category consists primarily of residential areas focused on sustaining a high quality of life through clear, well-maintained infrastructure, housing, open space, schools, and limited service/institutional uses. Single-family residential should remain the primary use with neighborhoods. It is the intention to preserve and enhance these uses and to regulate the design of new residential infill products to be within the context of the surrounding environment.



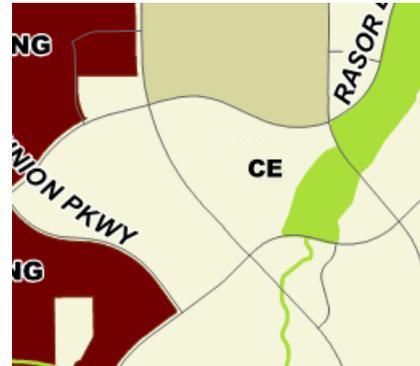
The subject property is located between the Employment Center land use category to the west, across Preston Road, the Regional Center designation to the north, across Razor Boulevard, and the Neighborhood designation to the east and south. The applicant is requesting a planned development which emphasizes single-family detached residences as the dominant residential land use while allowing multifamily residential, as well as retail, restaurant, general office, and other nonresidential uses along the Preston Road frontage. The associated concept plan shows single-family uses on 11.5 acres out of a total of the 34.2 acres for the entire planned development. Due to the location of the subject property, staff believes the

proposed blend of uses in a mixed-use setting is an appropriate transition within the context of the surrounding area.

The subject property is surrounded by existing development and streets which are characterized by density, height, and traffic volume. The Neighborhood future land use designation creates opportunity for single-family uses, while the existing surrounding developments create opportunities for multifamily residential, and other nonresidential uses. The applicant's request effectively integrates the future land use designation with the existing development conditions in the general area. For these reasons, the zoning request is consistent with the Neighborhood future land use designation.

Growth and Change Map - The Growth and Change Map designates the subject property as Conserve and Enhance (CE).

The CE areas are expected to retain the current form of development, but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.



The subject property is undeveloped and is located at a highly visible intersection between nonresidential and residential uses. The applicant's request would enhance the mix of uses within the general area with proposed PD standards which would emphasize a more efficient form of development. The request provides a transition between more intense development to the north and west and the multifamily residential neighborhood to the east, and is therefore consistent with the Growth and Change Map.

Land Use Policy - *Plano will support a system of organized land use to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.*

This request provides an area of new development with additional housing and nonresidential development. This zoning request is in conformance with the land use policy.

Land Use Policy Action Statement LU5 - *Review and update the Zoning Map to resolve land use inconsistencies between the Future Land Use Map and the Zoning Map.*

This request is an example of an inconsistency between the future land use designation of Neighborhood, and the existing PD-159-O-2 zoning. Additionally, this property is located adjacent to a variety of uses. The applicant's request balances the recommendations of the Future Land Use Map with the current development realities and existing zoning within the general area. This request is consistent with this action statement.

Undeveloped Land Policy - *Plano will reserve its remaining undeveloped land for high quality development with distinctive character, emphasizing businesses offering highly*

skilled employment and limiting housing and retail uses except when integrated into compact complete centers to ensure adequate land for projected employment growth.

The applicant is proposing a unique mixed-use neighborhood with a focus on housing, pedestrian-oriented streets, significant open space dedication, and other standards including the potential for vertical mixed-use. The subject property is situated between existing employment, retail, and residential uses, and would provide a complimentary development to the surrounding properties with potential for employment uses or other nonresidential development. For these reasons, this request is in conformance with the Undeveloped Land Policy.

Adequacy of Public Facilities - Water and sanitary sewer services are currently in place to serve the subject property. The available sanitary sewer capacity is sufficient to handle additional commercial development in the area; however, the applicant may be responsible for making improvements to the sanitary sewer system to increase the system capacity if the property is developed with residential uses.

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

Public Safety Response Time - Based upon existing personnel, equipment and facilities, fire emergency response times will be sufficient to serve the site. Residential units in this area will increase EMS and fire calls for service, and may impact future staffing levels and the type of equipment assigned to area fire stations.

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

Access to and Availability of Amenities and Services - The subject property is located within a park fee service area and public open space will be provided to serve pedestrians visiting and citizens residing within the subject property. Additionally, the subject property is located approximately 800 feet away from the Legacy Trail.

The subject property is located within the Davis Library's service area, and service to future residents would be possible with the current library resources.

ISSUES:

Residential Uses

The requested planned development allows for a mix of single-family detached and multifamily residential uses. The multifamily uses are proposed at a maximum of 500 units and must be placed along the Preston Road frontage. The applicant intends to place the single-family lots along the eastern portions of the property adjacent to a drainage and floodway easement. However, single-family uses could be developed anywhere within the subject property. Additionally, the proposed standards require that single-family acreage must always exceed multifamily acreage.

The planned development stipulations require the development of the residential uses to be phased. The first phase requires a minimum of 40 single-family lots to be platted prior

to or simultaneously with the initial plat for a maximum of 300 multifamily units. This phase would also include usable open space to serve residents. In order for the applicant to receive plat approval for the remaining 200 units the following minimum criteria must be met:

1. 30 single-family residences must receive building permits for construction;
2. 10,000 square feet of nonresidential uses must be platted;
3. 60 total single-family lots must be platted (including the previous 40 lots); and
4. One pedestrian bridge must be constructed across the east/west drainage and floodway easement.

Lastly, if residential uses are not built, the subject property can be developed entirely with nonresidential uses per the standards of the R and O-2 zoning districts, as amended by the planned development. The proposed residential uses are consistent with the recommendations of the Comprehensive Plan, and will require a mix of housing which will complement the proposed nonresidential uses and existing development within the general area. Staff is in support of the requested residential standards.

Nonresidential Uses

The applicant is also proposing several amendments to permitted uses including prohibiting automobile repair, electrical substation, mini-warehouse, and funeral parlor. Additionally, drive-through restaurants would be permitted only with approval of a Specific Use Permit (SUP). Although drive-through restaurants are typical for R zoned properties, staff believes that these uses are not appropriate for the development form the applicant is proposing.

Drive-through restaurants are typically found in traditional retail centers due to the area needed for automobile queueing. The applicant is intending to create a mixed-use development with a focus on pedestrians through urban street standards and activated public open spaces. These types of developments traditionally focus on tenants which will contribute to a destination atmosphere for their patrons through patio seating and interaction with public open spaces which encourage people to stop and stay.

The city has many retail corners which already accommodate these uses, and therefore staff believes there is no need to include them within this particular development. For these reasons, staff recommends that restaurants with drive-through uses be prohibited.

Other PD Stipulations

The applicant's planned development stipulations allow various modifications to setbacks, height, and other standards. Detached single-family residences are proposed at three stories with reduced lot sizes and setbacks, and required rear entry garages. Four story multifamily buildings are permitted, and must be placed within 100 feet of Preston Road. Multifamily buildings may be built to five stories if constructed with a horizontal structural concrete podium and if 30% of the first floor consists of nonresidential

uses. The development standards would also permit typical freestanding retail, restaurant, office, and other nonresidential buildings.

The proposed block standards are borrowed from the Urban Mixed-Use zoning district with some considerations for the shape and topography of the subject property. The applicant is proposing a minimum of 10 acres of open space, which would include minimum usable areas for residents, as well as passive areas for drainage channels. Finally, other standards require permeability of the first floor through minimum facade treatments for windows and other penetrations, and multifamily balconies, stoops, or patios to create outdoor living spaces.

The applicant's standards are intended to strike a balance between the employment, housing, and retail opportunities of the development market within the general area. Staff believes the requested standards are appropriate for a transitional development form located between the high traffic and visibility of a parcel on Preston Road, and the existing lower-density multifamily development to the east of the subject property. For these reasons, staff is in support of the requested planned development standards.

Remaining Issues

During the review and negotiations of the planned development stipulations, staff and the applicant have worked hard to come to a consensus on a number of issues. However, there are still a few remaining issues which the Commission needs to consider and provide a recommendation:

1. Phasing - Staff is recommending the following language be included in the phasing requirements:

"At no time will the acreage of multifamily uses exceed the acreage of single-family uses."

This language is intended to ensure the mix of developable acreage of residential uses is consistent with the recommendations of the Neighborhood land use designation, which call for single-family residential to be the dominant land use. The applicant is not support of this language and feels that it may be too restrictive to their eventual development plans.

2. Architectural features - Staff is recommending the following language within the multifamily area, yard, and bulk requirements:

Option 1: "100% of first floor multifamily residential units that do not face Preston Road or Rasor Boulevard and 50% of all other units shall have one of the following design features: a true balcony, stoop, or patio to create outdoor living space."

The applicant is requesting this language:

Option 2: "50% of all exterior multifamily residential units that do not face Preston Road or Razor Boulevard and 100% of all first floor multifamily residential units facing the east/west drainage and floodway easement shall have one of the following design features: true balcony, stoop, or patio to create outdoor living space."

The applicant's language would require fewer residents to have access to a balcony, stoop, or patio. Staff believes these private outdoor living spaces are a vital component to multifamily housing and should be provided as recommended in Option 1 above.

3. Open space - Staff is proposing the following language within the open space section:

"These standards must be maintained for the entire 34.2 acres consistent with the approved concept plan or as amended by subsequent revisions to the concept plan."

The intent of this language is to ensure that open space is developed consistent with the approved concept plan for the entire subject property. In other areas within the city staff has had difficulties enforcing open space standards across multi-phased planned development districts. This language will ensure that appropriate open space is constructed for each phase, and will also allow revisions to occur as needed with consideration for the entire acreage of the planned development district.

Staff is requesting that the Planning & Zoning Commission determine if the recommendations above are appropriate in the context of the applicant's proposed mixed-use development.

SUMMARY:

The applicant is requesting to rezone 34.2 acres located at the southeast corner of Preston Road and Razor Boulevard from Planned Development-159-General Office (PD-159-O-2) to Planned Development-Retail/General Office to allow for a mixed-use development with single-family and multifamily residential uses and modified development standards. The request is in conformance with the recommendations of the Comprehensive Plan. The applicant's proposed uses and standards are intended to strike a balance between the mix of employment, housing, and retail opportunities within the general area. With the exception of the requested allowance for drive-through restaurants, and consideration of the remaining outstanding issues, staff believes the proposed uses and standards are appropriate to create a transitional development located between the high traffic and visibility of Preston Road, and the existing lower-density multifamily development to the east of the subject property. For these reasons, staff is in support of the rezoning request.

RECOMMENDATION:

Recommended for approval as follows:

The permitted uses and standards shall be in accordance with the Retail (R) and General Office (O-2) zoning districts, unless otherwise specified herein:

1. Uses:

- a. Single-family residence detached is an additional permitted use.
- b. Multifamily residence is an additional permitted use. A maximum of 500 multifamily units may be constructed.
- c. Prohibited Uses:
 - i. Automobile Repair (Major)
 - ii. Automobile Repair (Minor/Fueling Station)
 - iii. Electrical Substation
 - iv. Mini-Warehouse/Public Storage
 - v. Mortuary/funeral parlor
 - vi. Drive-through restaurant

2. Phasing: A preliminary plat for a minimum of 40 single-family lots, including the primary usable open space, must be approved concurrent with or prior to the approval of a preliminary plat for a maximum of 300 multifamily units. The concept plan shall be divided into development areas. The development area of multifamily shall not exceed the development area of single-family as shown on and consistent with an approved concept plan or as amended by subsequent revisions to a concept plan. For vertical mixed use, the total acreage of the development area of multifamily shall be reduced proportionally in acreage based on the ratio of non-residential square footage versus residential square footage of the building. Prior to the approval of a preliminary plat for the remaining 200 multifamily units, the following requirements must be met:

- a. A minimum of 30 single-family residences must obtain building permits for construction.
- b. A preliminary plat for a minimum of 10,000 square feet of nonresidential space must be approved. Fitness centers, leasing offices, club and meeting rooms, and other uses associated with and managed by a multifamily use will not be included to meet the minimum nonresidential space requirement.

- c. A minimum of 60 total single-family lots, including the first phase, must be approved by preliminary plat.
 - d. A minimum of one pedestrian bridge must be constructed across the east/west drainage and floodway easement.
3. Streets and Sidewalks: Where residential uses are constructed, streets and sidewalks must be in conformance with Section 10.700.10 "Streets and Sidewalks" of the Urban Mixed-Use zoning district except as noted below:
- a. Mews streets (two 11 foot travel lanes with three feet on each side to accommodate utilities and services) are allowed for single-family residence detached development. Parking may be provided but is not required.
 - b. A Main Street is not required.
 - c. Street Design: The planned development must be organized into blocks created by a grid of streets and drainage and floodway easements. A variety of street types may be incorporated to create the grid including diagonal, off-set, angled, and curvilinear streets.
 - d. Block Size: The maximum block size is 4.5 acres, except as required for public parks, hospital, or school use. Open space areas within a block are excluded from the block size maximum if a minimum 12-foot wide sidewalk is provided between the building and open space.
 - e. Block Length: Open space areas within a block are excluded from the 600 foot block length maximum if a minimum 12-foot wide sidewalk is provided connecting the open space to adjacent blocks and/or streets.
4. Area, yard, and bulk requirements must be in conformance with Retail (R) and General Office (O-2) zoning districts except as noted below:
- a. Front Yard Setbacks: Except as noted below, adjacent to Preston Road and Rasor Boulevard the minimum setback must be 30 feet from the property line.
 - b. Multifamily Standards:
 - i. Front Yard Setbacks: The westernmost façade of multifamily buildings must be located within 100 feet of Preston Road. For all other areas, 75% of the building face must be within 25 feet of the street curb. If easements are present, or public open space, patio dining, plaza, or other public amenity is provided, 75% of the building face must be built to the easement line, open space, or public amenity.
 - ii. Maximum Height: 4 story, except that 5 stories of multifamily are permitted with the construction of a horizontal structural concrete

podium if 30% of the primary building façade at grade consists of nonresidential uses. Structured parking may be 5 levels above grade plus roof-deck parking and the portion of the garage above the habitable portion of the building must be screened from view.

- iii. 100% of first floor multifamily residential units that do not face Preston Road or Rasor Boulevard shall have one of the following design features: a true balcony, stoop, or patio to create outdoor living space.

c. Single-Family Residence Detached Standards:

- i. Each dwelling unit must be on an individually-platted lot. Lots must gain access from a major, minor, or mews street.
- ii. Minimum Lot Area: 1,500 square feet
- iii. Minimum Lot Width: 25 feet (interior); 30 feet (corner)
- iv. Minimum Lot Depth: 60 feet
- v. Maximum Height: 3 story, 45 feet
- vi. Front Yard Setbacks: 75% of the building face shall be within 25 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.
- vii. Side Yard Setback: None. Buildings must be separated by a minimum distance of 3 feet. A minimum 3-foot wide maintenance easement must be placed between buildings to allow for property owner maintenance. The easement may be split between lots as long as the minimum 3 foot distance is provided.
- viii. Minimum Rear Yard Setback: The distance from the garage to the travel lane of the alley or mews street must be between 3 to 5 feet or more than 20 feet. Second and third stories may extend a maximum of 2.5 feet into the rear yard setback.
- ix. Maximum Lot Coverage: 80%
- x. Each dwelling unit must have a garage with a minimum of 2 parking spaces. Garage entrances are allowed only from a mews street or alley. The elimination of the garage space, by enclosing the garage with a stationary wall, is prohibited.
- xi. Street names and numbers must be displayed on rear facades.

5. Parking:

a. Minimum Parking for Nonresidential Uses: One space per 300 square feet

b. Minimum Parking for Multifamily Residences:

i. One bedroom or less: One space per unit

ii. Two bedrooms: 1.5 spaces per unit

iii. Three bedrooms or more: Two spaces per unit

c. Minimum Parking for Single-Family Residences: 2.25 spaces per unit

d. Any off-street parking requirements may be satisfied by on-street parking or provided within 500 feet even if such sites are nonadjacent or noncontiguous provided that binding agreements exist which will ensure the availability of such off-street parking for the reasonable useful life of the building or project to be built on the site.

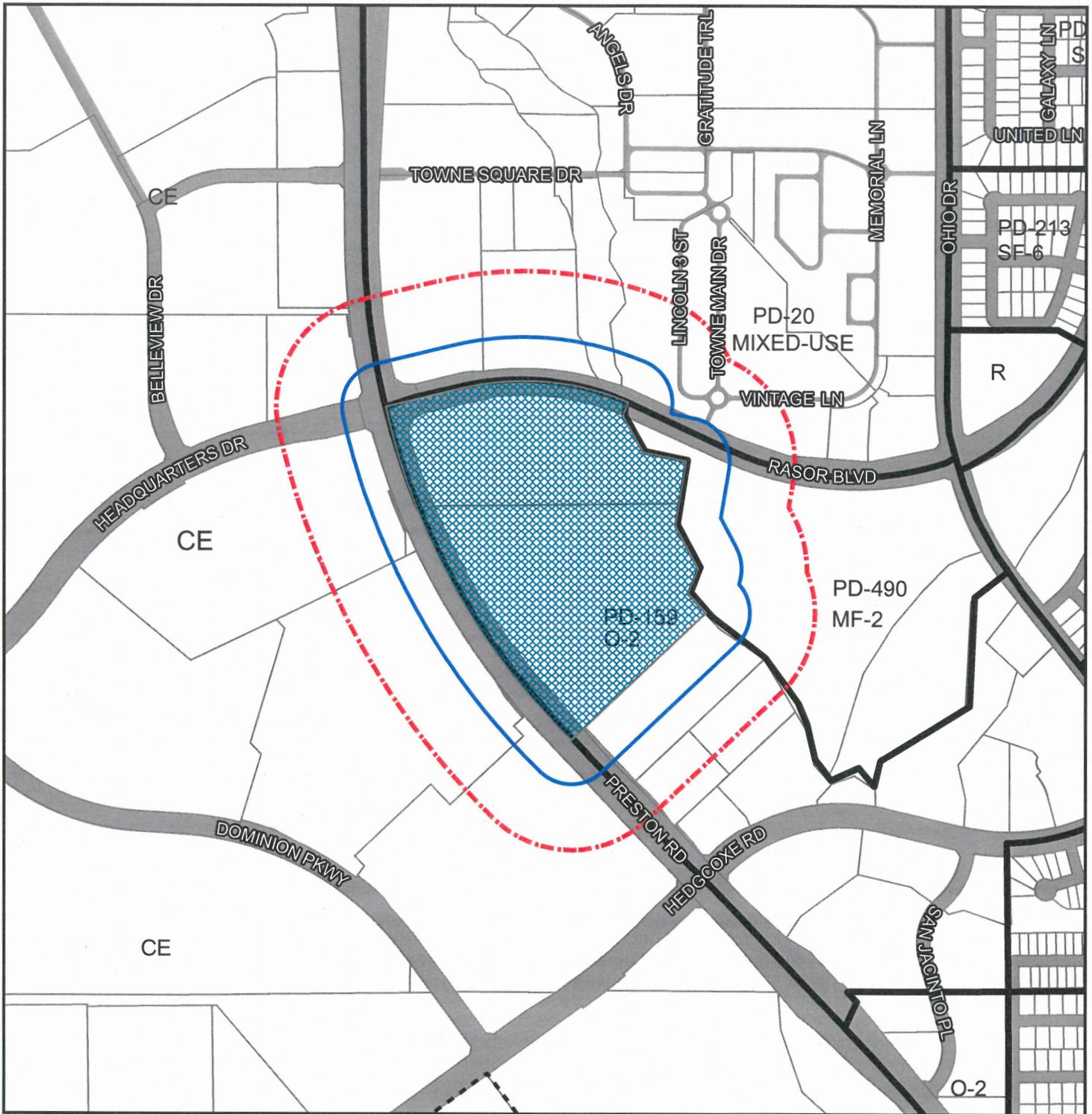
6. Open Space: A minimum of 10 acres of open space must be provided including drainage and floodway easements, usable open space, and private amenity space. A minimum 3 acres of usable open space must be provided in conformance with the requirements of Subsection 13.800.3 (General Standards) and must be open to the public at all times. One primary usable open space area with a minimum size of one-half acre and a minimum dimension of 50 feet must be provided with the first phase of development. These standards must be maintained for the entire planned development consistent with the approved concept plan or as amended by subsequent revisions to the concept plan.

7. Facades: With the exception of parking garages, and loading and service areas, 60% of the first floor of nonresidential buildings must consist of windows, doors, and breezeways.

8. Fencing is restricted to wrought iron, tubular steel, tubular aluminum, or masonry and must be a minimum of 50% open construction per the following standards:

a. Nonresidential and multifamily: A group of buildings may not be walled, fenced, or restricted from general public access. With the exception of patios, fencing is not permitted in front of any building face.

b. Single-family: Fencing is permitted in front yard setbacks, and/or in side yard setbacks adjacent to open space up to a maximum of 4 feet in height. Side yards may be fenced parallel to the street at the front building facade, but fencing is not permitted perpendicular to the street between buildings. Each unit with a fence in the front yard must have an operable gate that opens to the street.



Zoning Case #: 2016-026

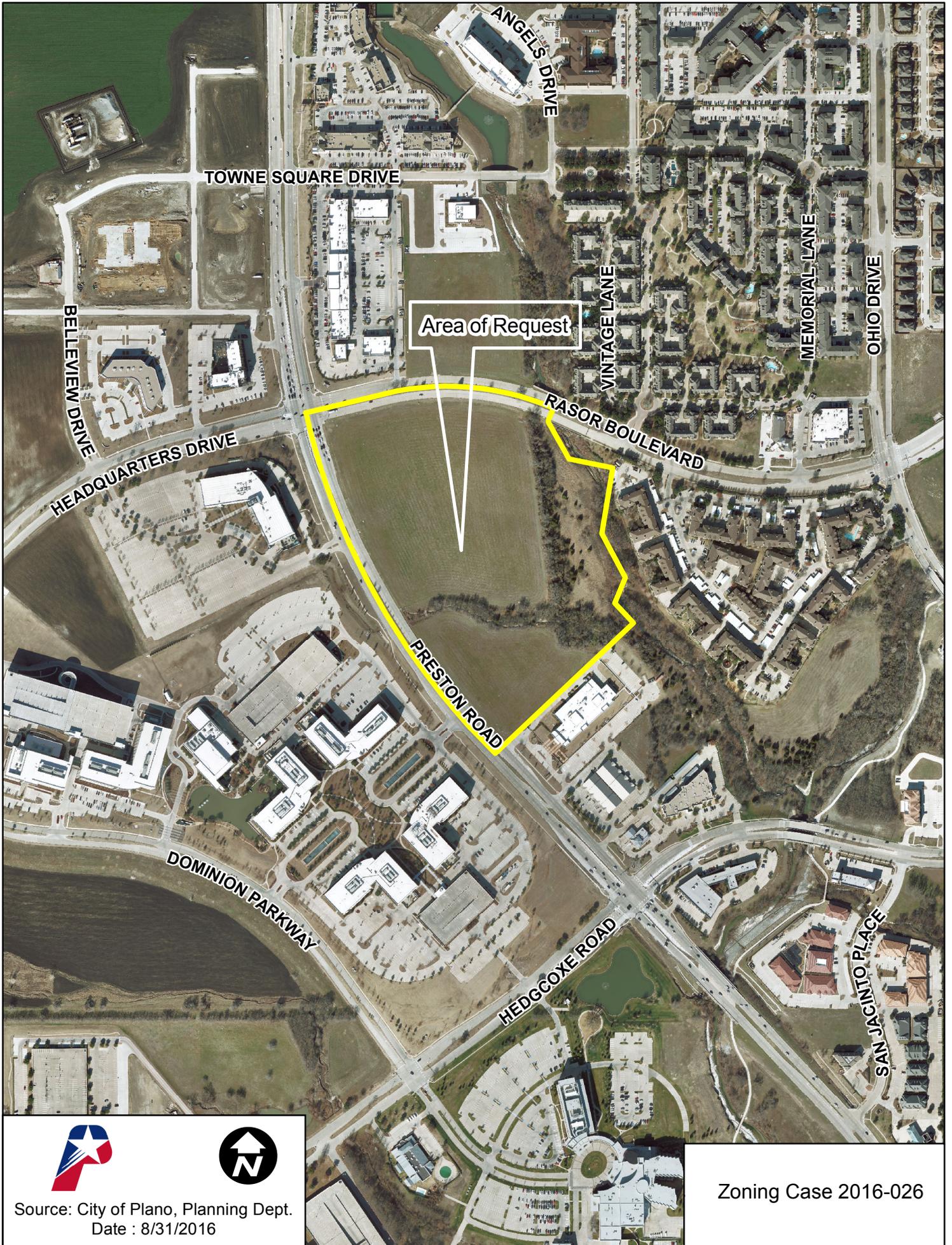
Existing Zoning: Planned Development-159-General Office (PD-159-O-2)/Preston Road Overlay District

Proposed Zoning: Planned Development-Retail/General Office (PD-R/O-2)/Preston Road Overlay District

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



Source: City of Plano Planning Department



Area of Request

BELLEVUE DRIVE

TOWNE SQUARE DRIVE

ANGELS DRIVE

VINTAGE LANE

MEMORIAL LANE

OHIO DRIVE

HEADQUARTERS DRIVE

RASOR BOULEVARD

PRESTON ROAD

DOMINION PARKWAY

HEDGOXE ROAD

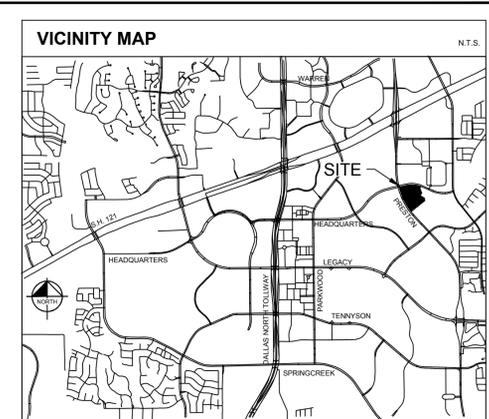
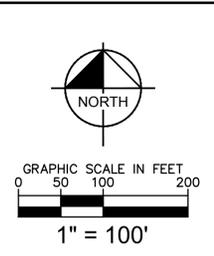
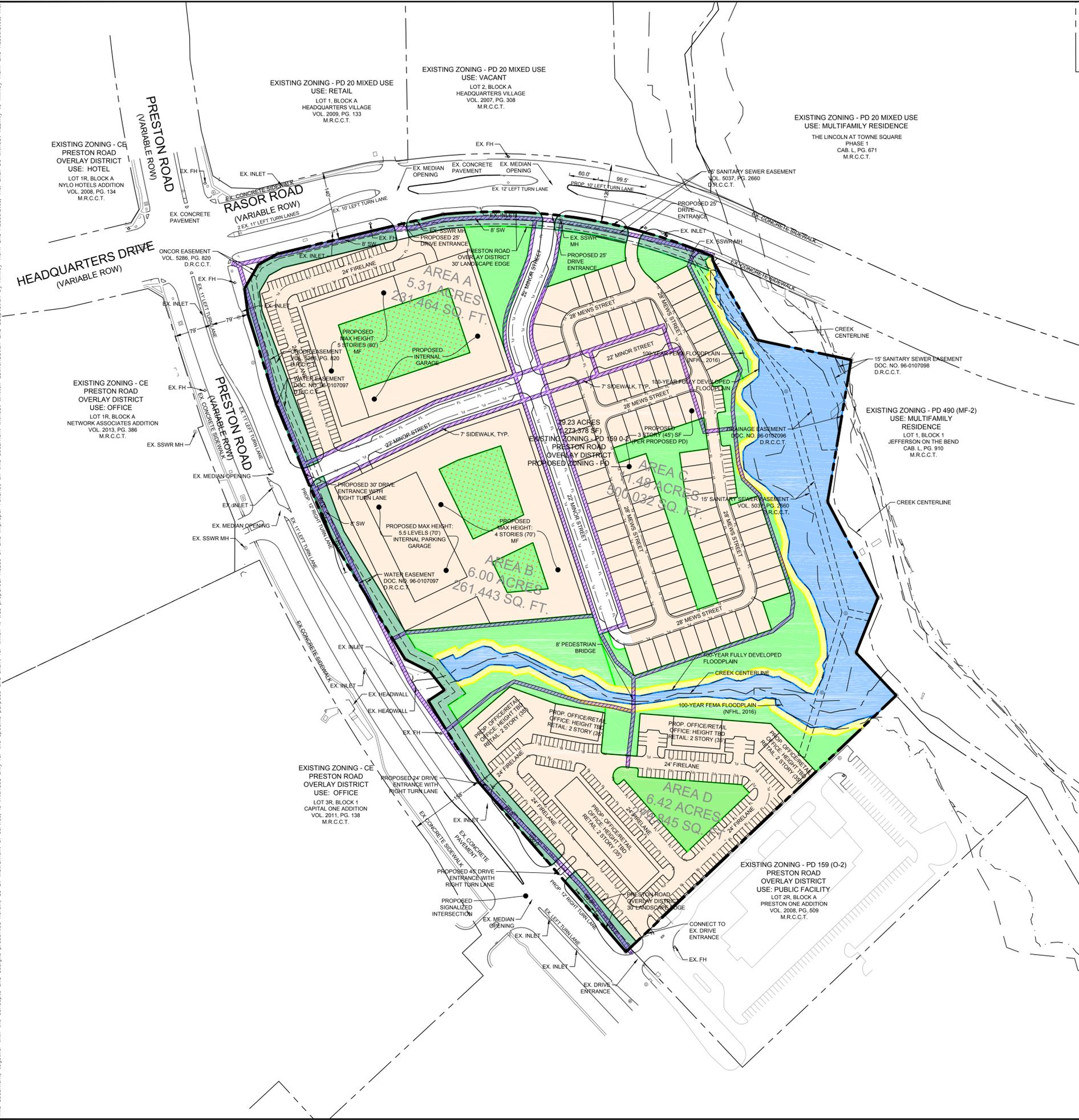
SAN JACINTO PLACE



Source: City of Plano, Planning Dept.
Date : 8/31/2016

Zoning Case 2016-026

Plotted By: Phillips, Fasso Sheet Set: PUT NAME HERE Layout: Layout1 August 31, 2016 03:03:30pm K:\DAL_Civil\0544453401-Westcott_Plano\0544453401-Preliminary Design\Concept Plan\OpenSpace-20160830.dwg
 This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND		LAND USE CATEGORIES	
PEDESTRIAN ACCESS ROUTES			
OPEN SPACE (PUBLICLY ACCESSIBLE)		15%	4.4 ACRES
OPEN SPACE (AMENITY SPACE)		5%	1.39 ACRES
OPEN SPACE (IMPROVED FLOODPLAIN MAINTENANCE)		3%	0.9 ACRES
OPEN SPACE (PRESTON ROAD OVERLAY DISTRICT LANDSCAPE)		6%	1.73 ACRES
OPEN SPACE TOTAL*		29%	8.42 ACRES
FLOODPLAIN GREENBELT		11%	3.19 ACRES
GREEN SPACE TOTAL		40%	11.61 ACRES
SITE TOTAL			29.23 ACRES

*FINAL OPEN SPACE DESIGN SUBJECT TO SITE PLAN.

NO.	REVISIONS	DATE	BY

Kimley»Horn
 © 2015 KIMLEY-HORN AND ASSOCIATES, INC.
 12750 MERIT DRIVE, SUITE 1000, DALLAS, TEXAS 75251
 PHONE: 972-770-1300 FAX: 972-239-3820
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM NO. F-928

FOR REVIEW ONLY
 Not for construction or permit purposes.
Kimley»Horn
 Engineer: JAMIE L. FLOETZNER
 P.E. No. 110199 Date: 08/31/2016

KHA PROJECT	064453401
DATE	AUGUST 31, 2016
SCALE	AS SHOWN
DESIGNED BY	JLP
DRAWN BY	TCP
CHECKED BY	JLP

OPEN SPACE EXHIBIT

COMMODORE MIXED-USE
 PREPARED FOR
COMMODORE PARTNERS
 TEXAS
 PLANO

OPEN SPACE EXHIBIT
COMMODORE MIXED-USE

29.23 ACRES
 EXISTING ZONING - PD 159 O-2
 WILLIAM BROWN SURVEY- ABSTRACT NO. 66, COLLIN COUNTY
 SCHOOL LAND NO. 7 - ABSTRACT NO. 153,
 S.H. BROWN SURVEY - ABSTRACT NO. 108
 CITY OF PLANO, COLLIN COUNTY, TEXAS

OWNER: COMMODORE PARTNERS, LTD. 100 CRESCENT COURT, SUITE 1620 DALLAS, TX 75201 CONTACT: SWAYZE SMARTT PHONE: (214) 233-7725	PLANNER: GATEWAY PLANNING GROUP 3100 MCKINNON STREET, 7TH FLOOR DALLAS, TX 75201 CONTACT: SCOTT POLIKOV PHONE: (512) 784-3527	CIVIL ENGINEER: Kimley»Horn KIMLEY-HORN AND ASSOCIATES, INC. 12750 MERIT DRIVE, SUITE 1000 DALLAS, TX 75251 CONTACT: JAMIE L. FLOETZNER, P.E. PHONE: (972) 770-3016
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SHEET NUMBER
EX



5515 Ohio Drive
Frisco, Texas 75035
469.633.6000
469.633.6050 (fax)
www.friscoisd.org

September 2, 2016

Skye Thibodeaux
Planner
City of Plano

Skye,

The following are the enrollment and capacities of the Frisco Independent School district schools that are located within the boundaries of the City of Plano.

<u>Current Enrollment</u>	<u>Capacity</u>
Riddle: 720	760
Borchardt: 692	760
Taylor: 683	760
Anderson: 690	760
Fowler: 1,076	1,000
Liberty: 2,045	2,100

Respectfully,

Todd Fouche, Ed.D.
Director of Finance

OFFICE OF THE SUPERINTENDENT	DEPUTY SUPERINTENDENTS	ASSISTANT SUPERINTENDENTS	EXECUTIVE DIRECTORS
Jeremy Lyon, Ph.D. Superintendent of Schools	Katie Kordel Curriculum and Instruction	Kenny Chandler Student Services	Melissa Fouche Technology and Media Services
Michele Crutcher Assistant to Superintendent and Board of Trustees	Richard Wilkinson Business Services	Pamela Linton Human Resources	Chris Moore Communications and Community Relations
	Doug Zambiasi Support Services		

Zoning Case 2016-026

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 34.2 acres of land out of the William Brown Survey, Abstract No. 66, the Collin County School Land Survey No. 7, Abstract No. 153, and the S.H. Brown Survey, Abstract No. 108, located at the southeast corner of Preston Road and Rasor Boulevard, in the City of Plano, Collin County, Texas, from Planned Development-159-General Office to Planned Development-16-Retail/General Office to allow for the additional uses of single-family residence and multifamily residence, and to modify development standards; 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 26th day of September, 2016, for the purpose of considering rezoning 34.2 acres of land out of the William Brown Survey, Abstract No. 66, the Collin County School Land Survey No. 7, Abstract No. 153 and the S.H. Brown Survey, Abstract No. 108, located at the southeast corner of Preston Road and Rasor Boulevard in the City of Plano, Collin County, Texas, from Planned Development-159-General Office to Planned Development-16-Retail/General Office to allow for the additional uses of single-family residence and multifamily residence, and to modify development standards; 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 26th day of September, 2016; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 34.2 acres of land out of the William Brown Survey, Abstract No. 66, the Collin County School Land Survey, No. 7, Abstract No. 153, and the S.H. Brown Survey, Abstract No. 108, located at the southeast corner of Preston Road and Razor Boulevard in the City of Plano, Collin County, Texas, from Planned Development-159-General Office to Planned Development-16-Retail/General Office to allow for the additional uses of single-family residence and multifamily residence, and to modify development standards, said property being described in the legal description on Exhibit "A" attached hereto.

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

Restrictions:

The permitted uses and standards shall be in accordance with the Retail (R) and General Office (O-2) zoning districts, unless otherwise specified herein:

1. Uses:

- a. Single-family residence detached is an additional permitted use.
- b. Multifamily residence is an additional permitted use. A maximum of 500 multifamily units may be constructed.
- c. Prohibited Uses:
 - i. Automobile Repair (Major)
 - ii. Automobile Repair (Minor/Fueling Station)
 - iii. Electrical Substation
 - iv. Mini-Warehouse/Public Storage
 - v. Mortuary/funeral parlor
 - vi. Drive-through restaurant

2. Phasing: A preliminary plat for a minimum of 40 single-family lots, including the primary usable open space, must be approved concurrent with or prior to the approval of a preliminary plat for a maximum of 300 multifamily units. The concept plan shall be divided into development areas. The development area of multifamily shall not exceed the development area of single-family as shown on and consistent with an approved concept plan or as amended by subsequent revisions to a concept plan. For vertical mixed use, the total acreage of the development area of

multifamily shall be reduced proportionally in acreage based on the ratio of non-residential square footage versus residential square footage of the building. Prior to the approval of a preliminary plat for the remaining 200 multifamily units, the following requirements must be met:

- a. A minimum of 30 single-family residences must obtain building permits for construction.
 - b. A preliminary plat for a minimum of 10,000 square feet of nonresidential space must be approved. Fitness centers, leasing offices, club and meeting rooms, and other uses associated with and managed by a multifamily use will not be included to meet the minimum nonresidential space requirement.
 - c. A minimum of 60 total single-family lots, including the first phase, must be approved by preliminary plat.
 - d. A minimum of one pedestrian bridge must be constructed across the east/west drainage and floodway easement.
3. Streets and Sidewalks: Where residential uses are constructed, streets and sidewalks must be in conformance with Section 10.700.10 "Streets and Sidewalks" of the Urban Mixed-Use zoning district except as noted below:
- a. Mews streets (two 11 foot travel lanes with three feet on each side to accommodate utilities and services) are allowed for single-family residence detached development. Parking may be provided but is not required.
 - b. A Main Street is not required.
 - c. Street Design: The planned development must be organized into blocks created by a grid of streets and drainage and floodway easements. A variety of street types may be incorporated to create the grid including diagonal, off-set, angled, and curvilinear streets.
 - d. Block Size: The maximum block size is 4.5 acres, except as required for public parks, hospital, or school use. Open space areas within a block are excluded from the block size maximum if a minimum 12-foot wide sidewalk is provided between the building and open space.
 - e. Block Length: Open space areas within a block are excluded from the 600 foot block length maximum if a minimum 12-foot wide sidewalk is provided connecting the open space to adjacent blocks and/or streets.
4. Area, yard, and bulk requirements must be in conformance with Retail (R) and General Office (O-2) zoning districts except as noted below:

- a. Front Yard Setbacks: Except as noted below, adjacent to Preston Road and Rasor Boulevard the minimum setback must be 30 feet from the property line.
- b. Multifamily Standards:
 - i. Front Yard Setbacks: The westernmost façade of multifamily buildings must be located within 100 feet of Preston Road. For all other areas, 75% of the building face must be within 25 feet of the street curb. If easements are present, or public open space, patio dining, plaza, or other public amenity is provided, 75% of the building face must be built to the easement line, open space, or public amenity.
 - ii. Maximum Height: 4 story, except that 5 stories of multifamily are permitted with the construction of a horizontal structural concrete podium if 30% of the primary building façade at grade consists of nonresidential uses. Structured parking may be 5 levels above grade plus roof-deck parking and the portion of the garage above the habitable portion of the building must be screened from view.
 - iii. 100% of first floor multifamily residential units that do not face Preston Road or Rasor Boulevard shall have one of the following design features: a true balcony, stoop, or patio to create outdoor living space.
- c. Single-Family Residence Detached Standards:
 - i. Each dwelling unit must be on an individually-platted lot. Lots must gain access from a major, minor, or mews street.
 - ii. Minimum Lot Area: 1,500 square feet
 - iii. Minimum Lot Width: 25 feet (interior); 30 feet (corner)
 - iv. Minimum Lot Depth: 60 feet
 - v. Maximum Height: 3 story, 45 feet
 - vi. Front Yard Setbacks: 75% of the building face shall be within 25 feet of the street curb. If easements are present, 75% of the building face shall be built to the easement line.
 - vii. Side Yard Setback: None. Buildings must be separated by a minimum distance of 3 feet. A minimum 3-foot wide maintenance easement must be placed between buildings to allow for property owner maintenance. The easement may be split between lots as long as the minimum 3 foot distance is provided.

- viii. Minimum Rear Yard Setback: The distance from the garage to the travel lane of the alley or mews street must be between 3 to 5 feet or more than 20 feet. Second and third stories may extend a maximum of 2.5 feet into the rear yard setback.
- ix. Maximum Lot Coverage: 80%
- x. Each dwelling unit must have a garage with a minimum of 2 parking spaces. Garage entrances are allowed only from a mews street or alley. The elimination of the garage space, by enclosing the garage with a stationary wall, is prohibited.
- xi. Street names and numbers must be displayed on rear facades.

5. Parking:

- a. Minimum Parking for Nonresidential Uses: One space per 300 square feet
- b. Minimum Parking for Multifamily Residences:
 - i. One bedroom or less: One space per unit
 - ii. Two bedrooms: 1.5 spaces per unit
 - iii. Three bedrooms or more: Two spaces per unit
- c. Minimum Parking for Single-Family Residences: 2.25 spaces per unit
- d. Any off-street parking requirements may be satisfied by on-street parking or provided within 500 feet even if such sites are nonadjacent or noncontiguous provided that binding agreements exist which will ensure the availability of such off-street parking for the reasonable useful life of the building or project to be built on the site.

6. Open Space: A minimum of 10 acres of open space must be provided including drainage and floodway easements, usable open space, and private amenity space. A minimum 3 acres of usable open space must be provided in conformance with the requirements of Subsection 13.800.3 (General Standards) and must be open to the public at all times. One primary usable open space area with a minimum size of one-half acre and a minimum dimension of 50 feet must be provided with the first phase of development. These standards must be maintained for the entire planned development consistent with the approved concept plan or as amended by subsequent revisions to the concept plan.

7. Facades: With the exception of parking garages, and loading and service areas, 60% of the first floor of nonresidential buildings must consist of windows, doors, and breezeways.
8. Fencing is restricted to wrought iron, tubular steel, tubular aluminum, or masonry and must be a minimum of 50% open construction per the following standards:
 - a. Nonresidential and Multifamily: A group of buildings may not be walled, fenced, or restricted from general public access. With the exception of patios, fencing is not permitted in front of any building face.
 - b. Single-family: Fencing is permitted in front yard setbacks, and/or in side yard setbacks adjacent to open space up to a maximum of 4 feet in height. Side yards may be fenced parallel to the street at the front building facade, but fencing is not permitted perpendicular to the street between buildings. Each unit with a fence in the front yard must have an operable gate that opens to the street.

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 26TH DAY OF SEPTEMBER, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2016-026

BEING a tract of land situated in the William Brown Survey, Abstract No.66, Collin County School Land Survey No. 7, Abstract No. 153 and the S.H. Brown Survey, Abstract No. 108, City of Plano, Collin County, Texas; and being a tract of land described in Special Warranty Deed to Commodore Partners, LTD., recorded in Volume 5496, Page 1673, Deed Records Collin County, Texas; and being a tract of land described in Special Warranty Deed to Phyllis Farragut recorded in Document No. 93-0018752, Land Records Collin County, Texas; and being more particularly described as follows:

BEGINNING at the intersection of Preston Road (S.H. 289 - a variable width right-of-way) with Rasor Boulevard (a variable width right-of-way);

THENCE with the centerline of Rasor Boulevard, the following courses and distances, to wit:

North $76^{\circ}24'34''$ East, a distance of 362.69 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $36^{\circ}40'52''$, a radius of 1200.00 feet, a chord bearing and distance of South $85^{\circ}11'00''$ East, 755.19 feet; In a southeasterly direction, with said curve to the right, an arc distance of 768.25 feet to a point for corner;

+South $23^{\circ}09'26''$ West, a distance of 60.00 feet to the northwest corner of Lot 1, Block 1 of Jefferson on the Bend and addition to the City of Plano, Texas' according to the plat thereof recorded in Cabinet L. Page 910, Map Records, Collin County, Texas;

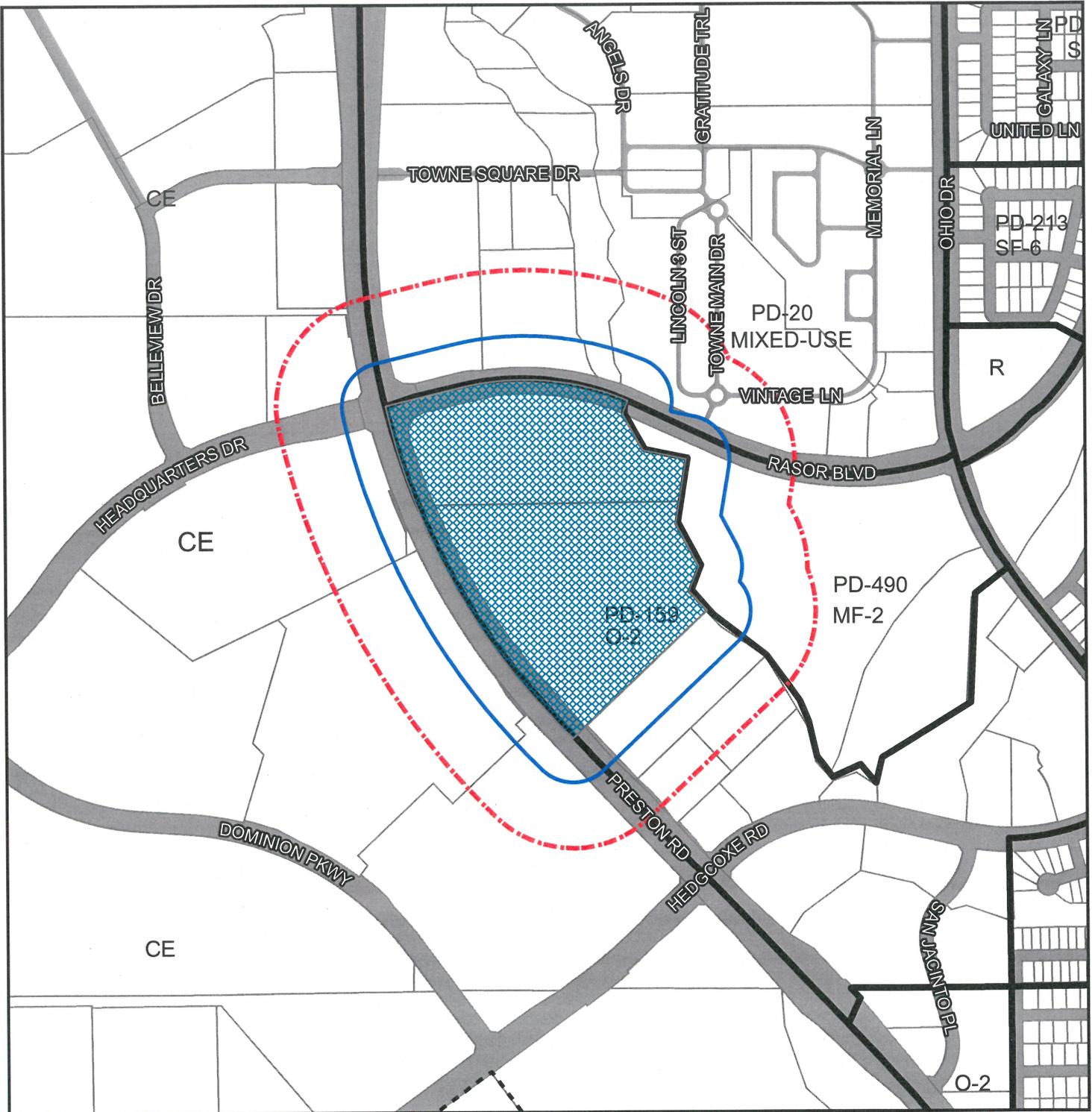
THENCE with the west line of said Lot 1, Block 1, the following courses and distances, to wit:

South $1^{\circ}47'05''$ West, a distance of 7.91 feet to a point for corner;
South $29^{\circ}13'46''$ East, a distance of 187.84 feet to a point for corner;
South $78^{\circ}02'50''$ East, a distance of 199.15 feet to a point for corner;
South $9^{\circ}30'40''$ West, a distance of 295.95 feet to a point for corner;
South $27^{\circ}53'41''$ East, a distance of 223.06 feet to a point for corner;
South $21^{\circ}47'43''$ West, a distance of 122.29 feet to a point for corner;
South $43^{\circ}24'05''$ East, a distance of 120.95 feet to the north corner of Lot 2R, Block A of Preston One Addition and addition to the City of Plano, Texas, according to the plat thereof recorded in Vol. 2008, Page 509, Map Records, Collin County, Texas;

THENCE with the west line of said Lot 2R, Block A, South $46^{\circ}38'47''$ West, passing at a distance of 756.63 feet the west corner of said Lot 2R, Block A and continuing in all a total distance of 847.81 feet to a point at the intersection of the centerline of said Preston Road

with the projected west line of said Lot 2R, Block A at the beginning of a non-tangent curve to the right having a central angle of $32^{\circ}49'08''$, a radius of 3075.87 feet, a chord bearing and distance of North $29^{\circ}04'22''$ West, 1737.86 feet;

THENCE with the centerline of said Preston Road and in a northwesterly direction with said curve to the right, an arc distance of 1761.85 feet to the POINT OF BEGINNING and CONTAINING 34.19 acres of land.

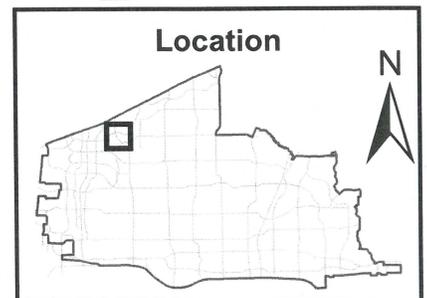


Zoning Case #: 2016-026

Existing Zoning: Planned Development-159-General Office (PD-159-O-2)/Preston Road Overlay District

Proposed Zoning: Planned Development-Retail/General Office (PD-R/O-2)/Preston Road Overlay District

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



Source: City of Plano Planning Department

DATE: September 7, 2016
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of September 6, 2016

**AGENDA ITEM NO. 4 - PUBLIC HEARING
ZONING CASE 2016-027
APPLICANT: WINDHAVEN PLAZA 2 LIMITED PARTNERSHIP**

Request for a Specific Use Permit for Private Club on 0.1 acre located 436 feet west of the Dallas North Tollway, 1,300 feet north of Parker Road. Zoned Regional Commercial/Dallas North Tollway Overlay District. Project #ZC2016-027.

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

Speaker Card(s) Received **Support:** 1 **Oppose:** 0 **Neutral:** 0

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: September 26, 2016 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

RA/amf

xc: David P. McNeil, Windhaven Plaza Phase 2 LTD
Pamela Craig, Abele of Texas

<https://goo.gl/maps/GyFkhv6S4h32>

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 6, 2016

Agenda Item No. 4

Public Hearing: Zoning Case 2016-027

Applicant: Windhaven Plaza 2 Limited Partnership

DESCRIPTION:

Request for a Specific Use Permit for Private Club on 0.1 acre located 436 feet west of the Dallas North Tollway, 1,300 feet north of Parker Road. Zoned Regional Commercial/Dallas North Tollway Overlay District. Project #ZC2016-027.

REMARKS:

The subject property is a 4,121 square foot restaurant within an existing retail shopping center. The applicant is requesting a Specific Use Permit (SUP) for Private Club. The purpose and intent of a SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. The Zoning Ordinance defines a Private Club as an establishment providing social and dining facilities, as well as alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of the Texas Alcoholic Beverage Code, as the same may be hereafter amended, and as it pertains to the operation of private clubs.

The subject property is zoned Regional Commercial (RC). The RC district is intended for use in conjunction with an Regional Employment (RE) district. It provides for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a corridor and surrounding residential neighborhoods.

The subject property is surrounded by RC zoning which includes a vacant lot to the north, and existing retail and restaurant buildings to the east, south, and west.

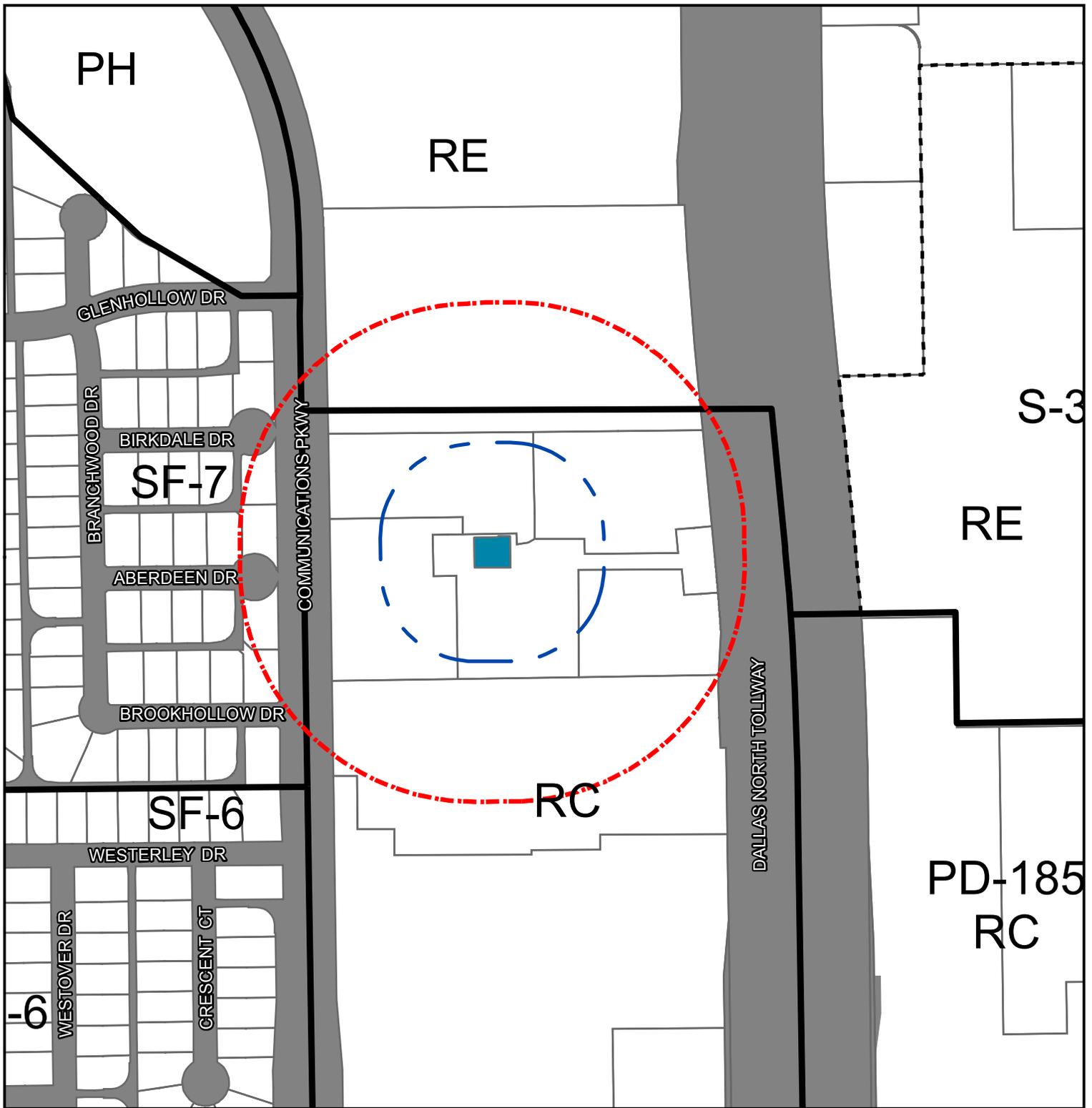
The applicant is requesting the SUP for Private Club in order to take advantage of the city's food-to-beverage ratio for alcohol. Most restaurants within the City of Plano currently operate under a mixed-beverage permit with a food-and-beverage certificate due to the complexities of maintaining private club documentation. Establishments

operating with a mixed-beverage permit with a food-and-beverage certificate are prohibited from deriving more than 50% of gross receipts from the sale of alcohol, a requirement which is enforced by TABC. Subsection 15.1000 (Private Club) of Article 15 (Use-specific Regulations) of the Zoning Ordinance contains regulations which control the number and location of private clubs including the size of the restaurant, setbacks from churches, schools, and other uses, including a food-to-beverage ratio of 35% food to 65% alcohol of gross receipts (state law does not include a food-to beverage restriction for private clubs).

The Zoning Ordinance prohibits private clubs within 300 feet of the property line of any religious facility, public or parochial school, and hospital. The subject property is in compliance with the required setbacks. Staff is in support of the requested SUP.

RECOMMENDATION:

Recommended for approval as submitted.



Zoning Case #: 2016-027

Existing Zoning: Regional Commercial (RC)/Dallas North Tollway Overlay District

Proposed Zoning: Request for a Specific Use Permit (SUP) for a Private Club

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



Source: City of Plano Planning Department



Area of Request

GLENHOLLOW DRIVE

BIRKDALE DRIVE

ABERDEEN DRIVE

WESTERLEY DRIVE

CRESCENT COURT

COMMUNICATIONS PARKWAY

DALLAS PARKWAY

DALLAS NORTH TOLLWAY



Source: City of Plano, Planning Dept.
Date : 8/31/2016

Zoning Case 2016-027

Zoning Case 2016-027

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 14 so as to allow the additional use of Private Club on 0.1 acre of land out of the Collin County School Land Survey, Abstract No. 151, located 436 feet west of the Dallas North Tollway, 1,300 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 26th day of September, 2016, for the purpose of considering granting Specific Use Permit No. 14 for the additional use of Private Club on 0.1 acre of land out of the Collin County School Land Survey, Abstract No. 151, located 436 feet west of the Dallas North Tollway, 1,300 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 26th day of September, 2016; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 14 for the additional use of Private Club on 0.1 acre of land out of the Collin County School Land Survey, Abstract No. 151, located 436 feet west of the Dallas North Tollway, 1,300 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 14 for the additional use of Private Club on 0.1 acre of land out of the Collin County School Land Survey, Abstract No. 151, located 436 feet west of the Dallas North Tollway, 1,300 feet north of Parker Road, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

Section IV. The repeal of any ordinance or part of ordinances 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 26TH DAY OF SEPTEMBER, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2016-027

BEING part of Lot 4R, Block A, of replat of Lots 4R, 5 and 6, Block A, Windhaven Plaza Addition, an addition to the City of Plano, being out of the Collin County School Land Survey, Abstract No. 151, Collin County, Texas, according to the map thereof recorded in Cabinet P, Slide 425, of the Map Records of Collin County, Texas, and being more particularly described as follows;

BEGINNING at the northwest corner of a building unit, said point being South 86° 10'20" East, a distance of 88.33 feet from the northwest corner of said Lot 4R, a point for corner;

THENCE: North 89°40'22" East, with a building wall, a distance of 51.00 feet to a point for corner at a building corner;

THENCE: North 00°19'38" West, with a building wall, a distance of 2.30 feet to a point for corner at a building corner;

THENCE: North 89°40'22" East, with a building wall, a distance of 3.40 feet to a point for corner at a building corner;

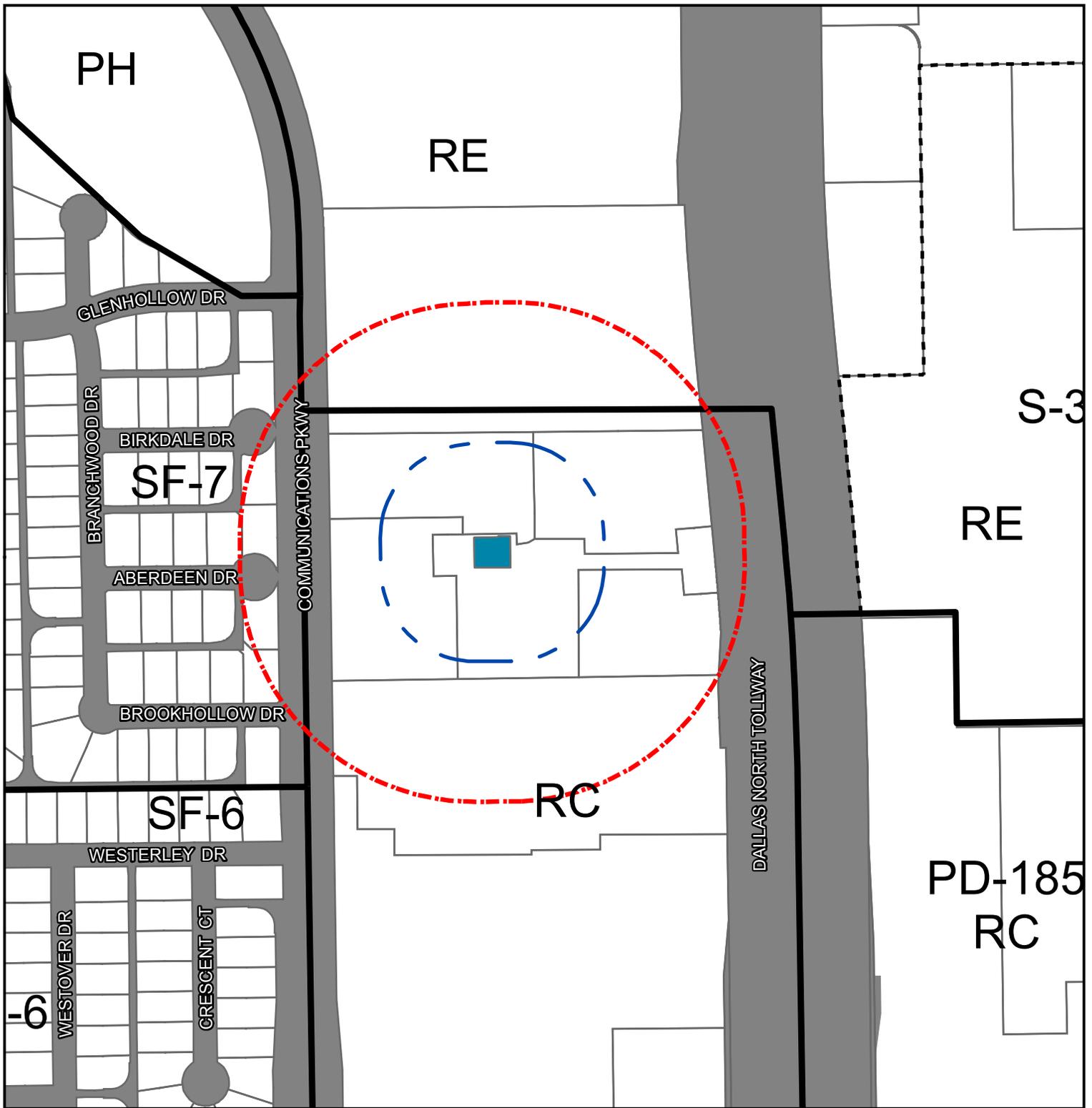
THENCE: South 00°19'38" East, with a building wall, a distance of 2.30 feet to a point for corner at an angle point in a building wall;

THENCE: South 44°40'43" East, with a building wall, a distance of 18.74 feet to a point for corner at an angle point in a building wall;

THENCE: South 00°19'38" East, with a building wall, a distance of 51 .50 feet to a point for corner at the southeast corner of a building unit;

THENCE: South 89°40'22" West, with the south line of a building unit, a distance of 67.50 feet to a point for corner at the southwest corner of a building unit;

THENCE: North 00°19'38" West, with the west line of a building unit, a distance of 64.90 feet to the PLACE OF BEGINNING and CONTAINING 4,301 square feet.

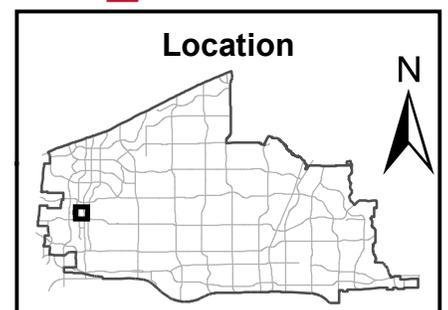


Zoning Case #: 2016-027

Existing Zoning: Regional Commercial (RC)/Dallas North Tollway Overlay District

Proposed Zoning: Request for a Specific Use Permit (SUP) for a Private Club

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



Source: City of Plano Planning Department

DATE: September 7, 2016
TO: Honorable Mayor & City Council
FROM: John Muns, Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of September 6, 2016

**AGENDA ITEM NO. 3A - PUBLIC HEARING
ZONING CASE 2016-028
APPLICANT: MKNS, LLC & THE ESTATE OF FRANCIS B. WELLS**

Request to rezone 11.1 acres located on the east side of Coit Road, 110 feet north of Denham Way **from** Single-Family Residence-7 **to** Single-Family Residence-6. Project #ZC2016-028.

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

Speaker Card(s) Received **Support:** 0 **Oppose:** 1 **Neutral:** 0

Letters Received Within 200' Notice Area: **Support:** 0 **Oppose:** 3 **Neutral:** 0

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: September 26, 2016 (To view the agenda for this meeting, see www.plano.gov)

PUBLIC HEARING - ORDINANCE

EM/amf

xc: Katherine W. Power, MKNS LLC and The Estate of Francis B. Wells
Brian Carlock, Hillwood Development
Jay Volk, J. Volk Consulting

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

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 6, 2016

Agenda Item No. 3A

Public Hearing: Zoning Case 2016-028

Applicant: MKNS, LLC & The Estate of Francis B. Wells

DESCRIPTION:

Request to rezone 11.1 acres located on the east side of Coit Road, 110 feet north of Denham Way **from** Single-Family Residence-7 **to** Single-Family Residence-6. Project #ZC2016-028.

REMARKS:

The applicant is requesting to rezone the subject property from Single-Family Residence-7 (SF-7) to Single-Family Residence-6 (SF-6) to develop single-family residences. The SF-7 district is intended to provide for areas of urban single-family development on moderate-size lots, protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living. The SF-6 district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living. A preliminary site plan, Wells Park, accompanies this rezoning request as Agenda Item 3B.

Surrounding Land Use and Zoning

The area of the request is developed as a single-family residence. The properties to the north and south are zoned Patio Home (PH) and are developed with single-family residences. The property to the east is zoned SF-7 and is developed as single-family residences. The property to the west, across Coit Road, is zoned PH and SF-6 and is developed with single-family residences and a religious facility.

Conformance to the Comprehensive Plan

Future Land Use Map - The Future Land Use Map designates this property as Neighborhood (N).

The Neighborhood future land use category consists primarily of residential areas focused on sustaining a high quality of life through clear, well-maintained infrastructure, housing, open space, schools, and limited service/institutional uses. Single-family residential should remain the primary use with neighborhoods. It is the intention to preserve and enhance these uses and to regulate the design of new residential infill products to be within the context of the surrounding environment. Institutional, light office, and service uses are considered secondary uses and may be located along the frontage of arterial streets and intersections. Adequate building setbacks must be considered when development is proposed near neighborhoods.

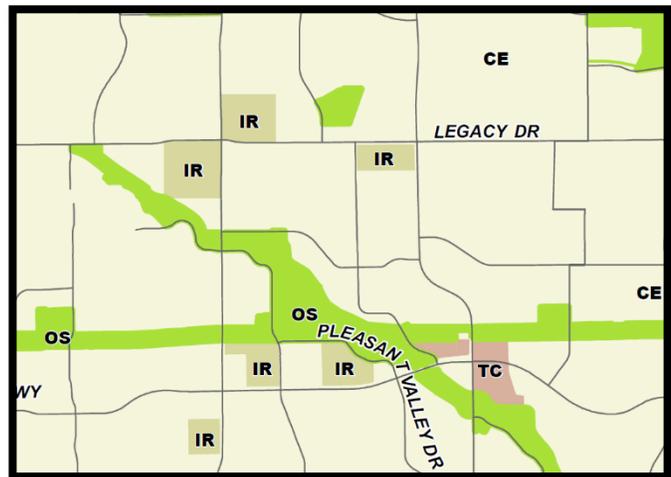


Single-family residential uses are consistent with the Neighborhood land use designation. The requested SF-6 zoning is consistent with existing housing in the surrounding area.

Growth and Change Map - The Growth and Change Map designates the subject property as Conserve and Enhance (CE).

CE areas are expected to retain the current form of development, but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.

The requested rezoning to SF-6 is consistent with the form of existing residential development surrounding the subject property. This request is in conformance with the Growth and Change Map.



Land Use Policy - *Plano will support a system of organized land use to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.*

The requested SF-6 zoning will respect the land uses and zoning of surrounding properties. This request is consistent with the Land Use Policy.

Adequacy of Public Facilities - Water and sanitary sewer services are currently in place to serve residential uses on the subject property.

School Capacity - Staff has requested information from Plano Independent School District pertaining to school capacity. PISD is preparing a response at this time and staff will provide information at the September 6, 2016 meeting.

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

Access to and Availability of Amenities and Services - The subject property is located within the Haggard Library's service area, and service to future residents would be possible with the current library resources or the nearby Davis Library.

Zoning District Comparison -

Below is a table comparing the area, bulk, and yard requirements between the SF-6 and SF-7 districts. With the exception of the minimum lot area, lot width, front yard and side yard, all other requirements are the same. The differences below allow for greater design flexibility on a generally smaller lot size.

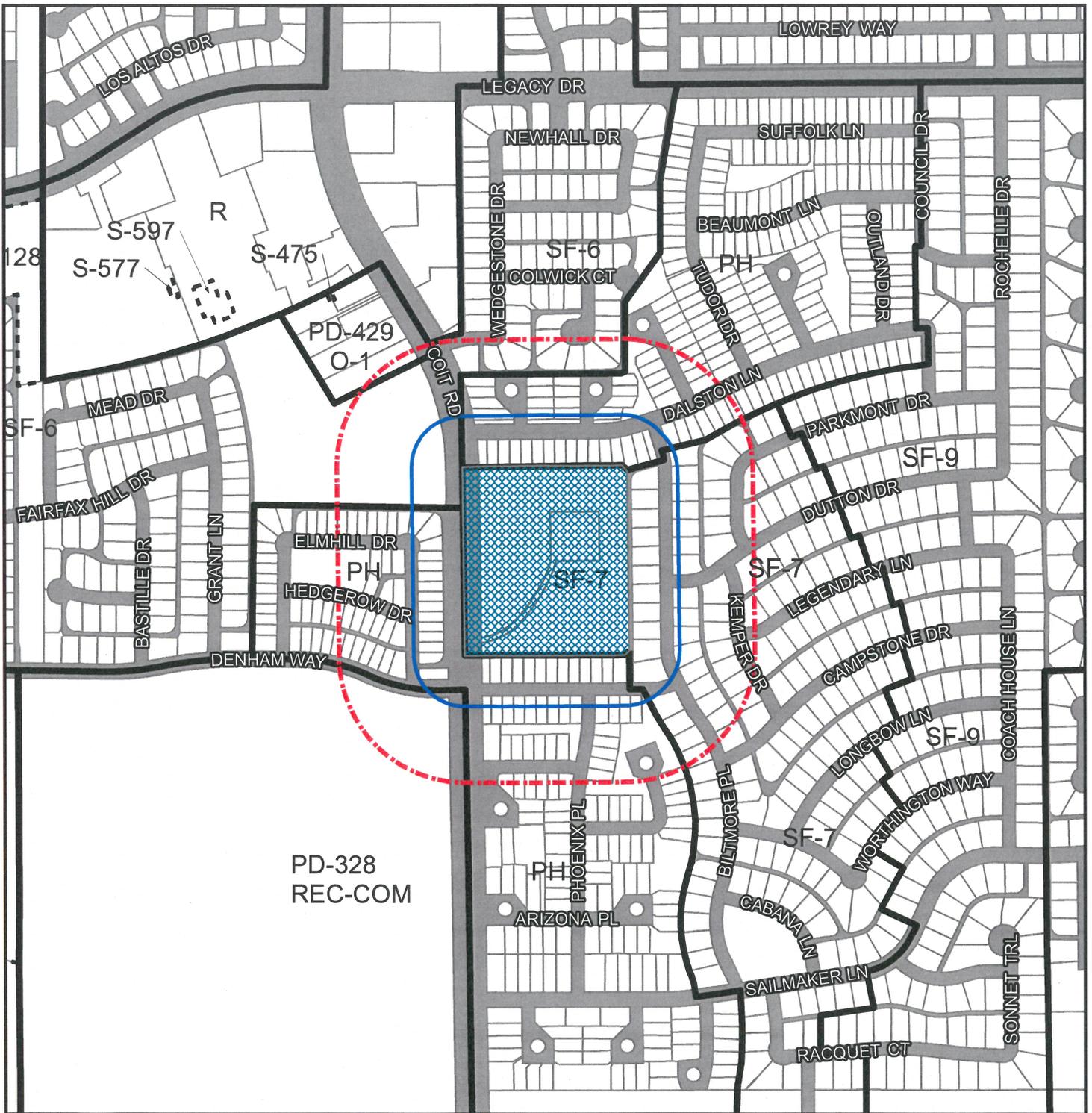
Zoning District	Min. Lot Area	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Side Yard	Max. Side Yard	Min. Rear Yard	Min. Floor Area	Max. Height	Max. Coverage
SF-6	6,000 sq. ft.	55 ft./60 ft.	100 ft.	25 ft.	6 ft./15 ft.	10 ft.	10 ft.	800 sq. ft.	2 story, 35 ft.	45%
SF-7	7,000 sq. ft.	65 ft./70 ft.	100 ft.	30 ft.	6.5 ft./15 ft.	10 ft.	10 ft.	800 sq. ft.	2 story, 35 ft.	45%

SUMMARY:

The applicant is requesting to rezone 11.1 acres from Single-Family Residence-7 to Single-Family Residence-6. The subject property is surrounded by single-family residential zoning and is adjacent to existing housing on the north, east, and south. The request is in conformance with the recommendations of the Comprehensive Plan and is consistent with the form of adjacent residential neighborhoods. For these reasons, staff is in support of this zoning request.

RECOMMENDATION:

Recommended for approval as submitted.

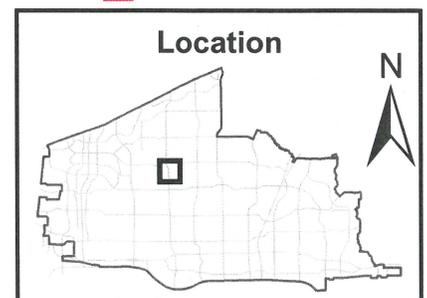


Zoning Case #: 2016-028

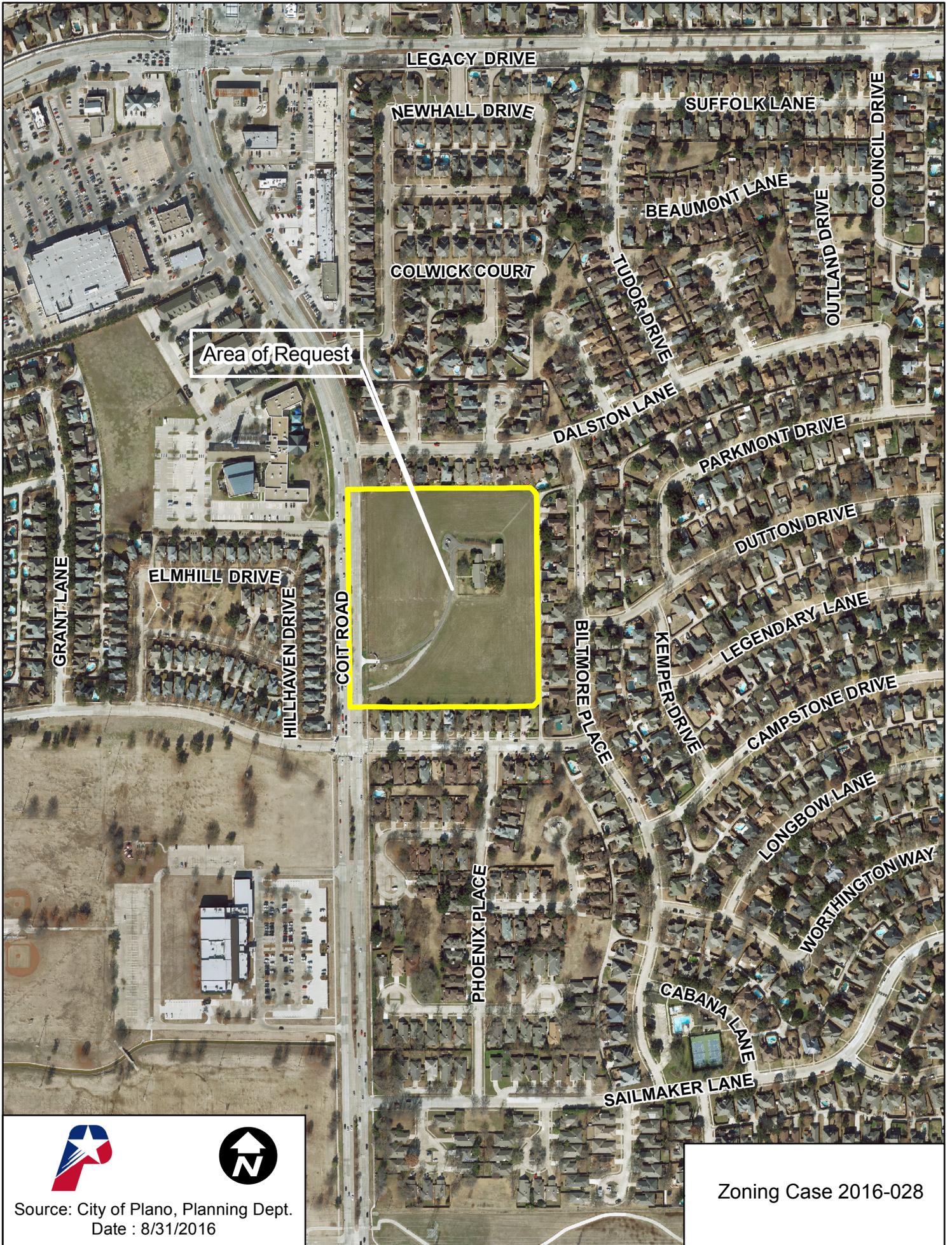
Existing Zoning: Single-Family Residence-7 (SF-7)

Proposed Zoning: Single-Family Residence-6 (SF-6)

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



Source: City of Plano Planning Department



Area of Request

LEGACY DRIVE

NEWHALL DRIVE

SUFFOLK LANE

BEAUMONT LANE

COLWICK COURT

TUDOR DRIVE

OUTLAND DRIVE

COUNCIL DRIVE

DALSTON LANE

PARKMONT DRIVE

ELMHILL DRIVE

DUTTON DRIVE

GRANT LANE

HILLHAVEN DRIVE

COIT ROAD

BILTMORE PLACE

KEMPER DRIVE

LEGENDARY LANE

CAMPSTONE DRIVE

PHOENIX PLACE

LONGBOW LANE

WORTHINGTON WAY

CABANA LANE

SAILMAKER LANE



Source: City of Plano, Planning Dept.
Date : 8/31/2016

Zoning Case 2016-028



LOCATION MAP
NOT TO SCALE

Approval of the zoning case associated with this exhibit shall be contingent upon the approval of the Planning Commission and the approval of the development standards shown herein, or the initiation of the development process. Planning & Zoning Commission staff will be available to provide information and assistance for plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

LEGAL DESCRIPTION
STATE OF TEXAS §
COUNTY OF COLLIN §
11.114 ACRES

BEING a tract of land situated in the S.A. & M.G. RAILROAD COMPANY SURVEY, ABSTRACT NO. 878, City of Plano, Collin County, Texas and being part of that tract of land described in Deed to Frances B. Wells, as recorded in Public Records, Collin County, Texas, Book 20091, Page 148, and being more particularly described as follows:

BEGINNING at a point in the approximate centerline of Coit Road, a 100 foot right-of-way, for the northwest corner of said Frances B. Wells tract;

THENCE North 89 degrees 05 minutes 53 seconds East, with the north line of Frances B. Wells tract, a distance of 627.00 feet to a point for corner;

THENCE South 45 degrees 37 minutes 49 seconds East, a distance of 28.32 feet to a point for corner;

THENCE South 00 degrees 35 minutes 43 seconds East, a distance of 7114.2 feet to a point for corner;

THENCE South 44 degrees 38 minutes 58 seconds West, a distance of 2817 feet to a point for corner;

THENCE South 89 degrees 53 minutes 17 seconds West, a distance of 627.02 feet to a point in the approximate centerline of said Coit Road for the southeast corner of said Frances B. Wells tract;

THENCE North 00 degrees 35 minutes 52 seconds West, with said approximate centerline, a distance of 746.27 feet to the POINT OF BEGINNING and containing 11.114 acre of land, more or less.

CITY PROJECT #ZC2016-028

ZONING EXHIBIT
WELLS PARK

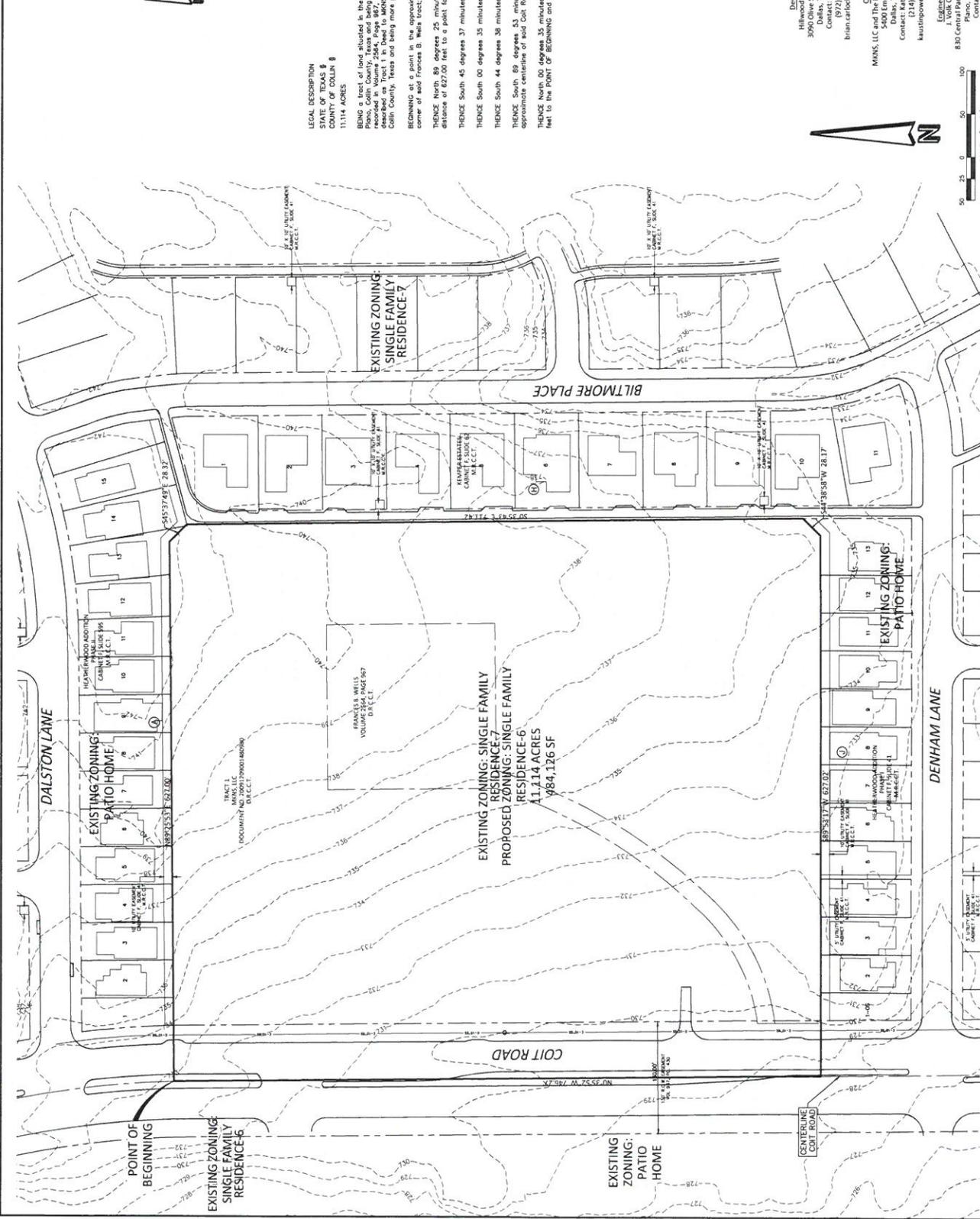
OUT OF THE
S. A. & M. G. RAILROAD SURVEY, ABSTRACT NO.878
IN THE
11.114 ACRES
CITY OF PLANO
COLLIN COUNTY, TEXAS
30 August 2016



Developer:
MKS, LLC
3090 Olive Street, Suite 300
Dallas, Texas 75219
Contact: Brian Carbeck
brian.carbeck@railroad.com

Owner:
MKS, LLC and The State of Francis B. Wells
44201, Dallas, Texas 75209
Contact: Katherine W. Power
kwpower@railroad.com

Engineer/Surveyor:
Volk Consulting, Inc.
830 Central Expressway, Suite 300
Plano, Texas 75074
Contact: Jay Volk
(972) 201-3100
jay@jvolkconsulting.com





PROPERTY DATA	DEVELOPER
PROJECT NAME	WELLS PARK
PROJECT NO.	10000 ACRES
PROJECT ADDRESS	5 A.M.G. RAILROAD SURVEY, ABSTRACT NO. 278
PROJECT CITY	CITY OF PLANO
PROJECT COUNTY	COLLIN COUNTY, TEXAS
PROJECT STATE	TEXAS
PROJECT ZIP	75075
PROJECT DATE	30 AUGUST 2016

- NOTES:**
1. Existing house and garage to be removed.
 2. All existing trees are shown on this plan and are to be removed.
 3. All lots to be front entry.

CITY PROJECT #PSP2016-040
#G152016-032

**PRELIMINARY SITE PLAN
WELLS PARK**

OUT OF THE
10,000 ACRES
5 A.M.G. RAILROAD SURVEY, ABSTRACT NO. 278

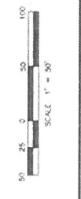
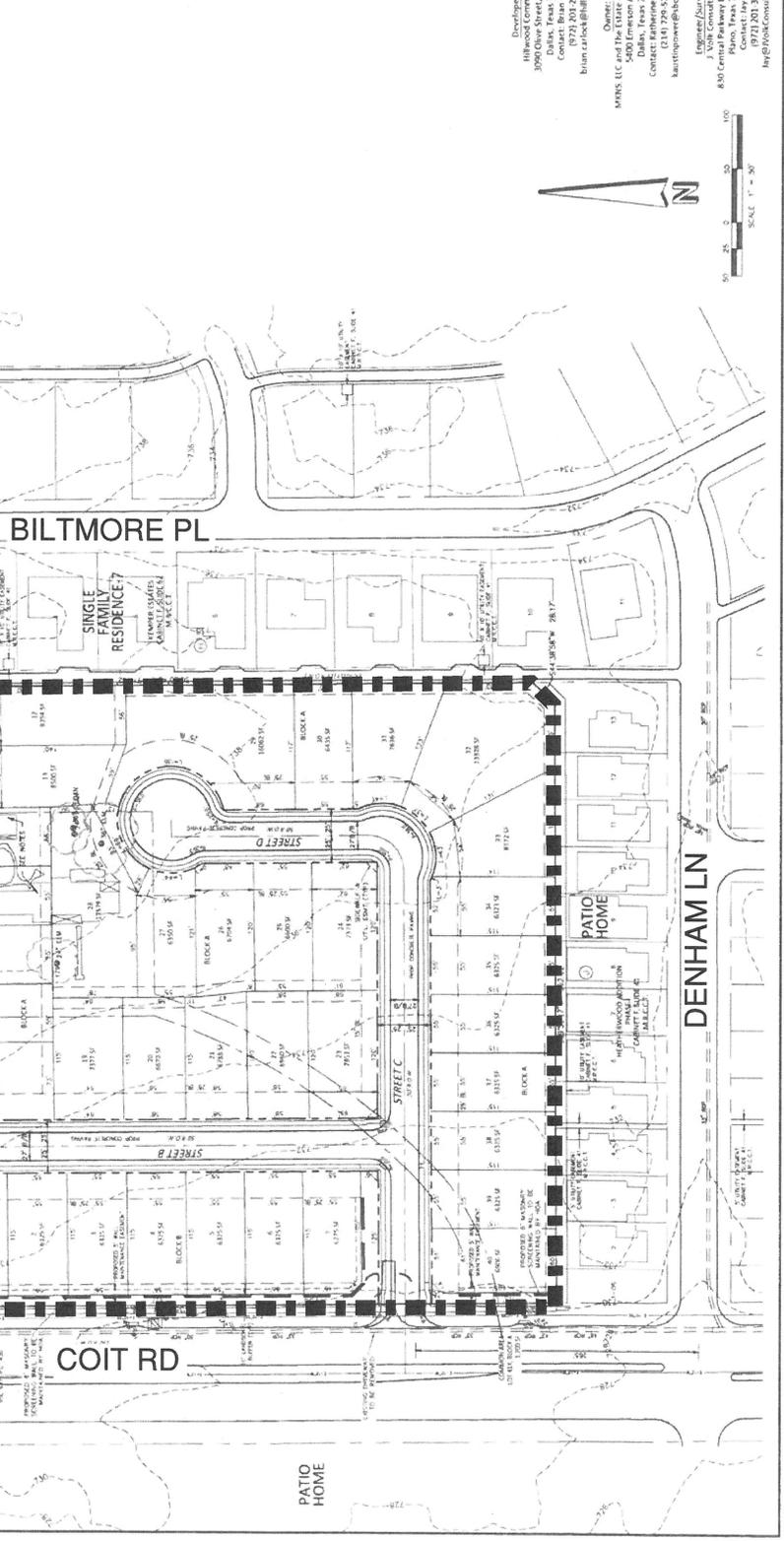
CITY OF PLANO
COLLIN COUNTY, TEXAS

10,000 ACRES TOTAL
2 COMMON AREA LOTS
2 COMMON AREA LOTS

30 August 2016



- SITE PLAN GENERAL NOTES**
1. Buildings 6,000 square feet or greater shall be 100% fire sprinkled.
 2. Fire lanes shall be designed and constructed per city standards.
 3. Handicapped parking areas shall be designed per provided per city standards and shall comply with requirements of the current, adopted International Building Code.
 4. Fire hydrants shall be provided 5 feet off the sidewalk. The fire hydrant shall be approved by the city. The fire hydrant shall be provided for all lots.
 5. Mechanical units, equipment, and heat exchangers shall be installed in accordance with the zoning ordinance.
 6. All signage shall conform to the Building Department's Signage Ordinance.
 7. Approval of the site plan is not final until all engineering plans are approved.
 8. Open storage areas permitted shall be approved in accordance with the zoning ordinance.
 9. All utility lines shall be shown and approved in accordance with the City of Plano's Utility Ordinance.
 10. Outdoor lighting shall comply with the International Illumination Code, Section 5.09 of the Code of Ordinances.
 11. Please contact the Building Department to determine the type of construction and occupancy group.
 12. All electrical, fire alarm, and security systems shall be designed in accordance with the City of Plano's Electrical, Fire Alarm, and Security Ordinance.
 13. All electrical, fire alarm, and security systems shall be designed in accordance with the City of Plano's Electrical, Fire Alarm, and Security Ordinance.



Developer:
Hillwood Enterprises
3090 Olive Street, Suite 300
Dallas, Texas 75219
Contact: Jay Volk
(972) 201-3100
jvolk@hillwood.com

Owner:
MWS, LLC and The Estate of Francis B. Wells
5400 Emerson Avenue
Dallas, Texas 75209
Contact: Jay Volk
(214) 724-5703
kristinpower@bcglobal.net

Engineer/Designer:
J. Volk Consulting, Inc.
8500 Central Parkway East, Suite 100
Dallas, Texas 75209
Contact: Jay Volk
(972) 201-3100
jvolk@jvolkconsulting.com



September 6, 2016

City of Plano
 Erica Marohnic, Planning Department
 1520 K Avenue, Suite 250
 Plano, Texas 75074

RE: ZC2016-028

Dear Ms. Marohnic:

You have inquired as to the capacities and enrollment projections for the following schools:

The following table provides both enrollment and capacity figures.

School	2015/16 Enrollment (Actual)	2016/17 Enrollment (Projected)	2017/18 Enrollment (Projected)	2018/19 Enrollment (Projected)	2019/20 Enrollment (Projected)	2020/21 Enrollment (Projected)	Program Capacity	Functional Capacity
Gulledge Elementary	620	642	680	677	697	703	702	597
Robinson Middle	1008	1033	994	975	970	1005	1410	1199
Jasper High	1426	1434	1436	1413	1376	1246	2531	2151
Plano West Senior High	2719	2674	2672	2657	2653	2616	3097	2632

The enrollment figures are derived from our most recent demographer's report. The 2015/16 column represents actual enrollment as of the October 2015 snapshot date. All other enrollment figures are projected and are based on City zoning as it existed in the fall of 2015. The impact of any zoning changes since that time (including this requested rezoning) are not yet factored into the projections.

Program capacity figures are based on current building floor plans, and the application of the District's maximum class size to every standard classroom. 22 students max for Kindergarten and Grades 1 through 4, 26 max for Grade 5, and 28 max at the Secondary level.



Functional capacity figures recognize there will always be inherent/uncontrollable inefficiencies in classroom utilization. For instance, as mentioned above, the District limits class sizes in kindergarten through grade 4 to a maximum of 22 students. If a building has three first grade classrooms, it can accommodate up to 66 students (Program Capacity). However, if only 54 students are enrolled in first grade, each class will actually only serve 18 students. The additional capacity of 12 students (66-54) is not utilized as it is not available to other grades or other campuses. In recognition of this variable, the functional capacity is calculated at 85% of the program capacity.

Sincerely,

Stephen Fortenberry
Chief Financial Officer
Plano ISD

Zoning Case 2016-028

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 11.1 acres of land out of the S.A. & M.G. Railroad Company Survey, Abstract No. 878, located on the east side of Coit Road, 110 feet north of Denham Way in the City of Plano, Collin County, Texas, from Single-Family Residence-7 to Single-Family Residence-6; 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 26th day of September, 2016, for the purpose of considering rezoning 11.1 acres of land out of the S.A. & M.G. Railroad Company Survey, Abstract No. 878, located on the east side of Coit Road, 110 feet north of Denham Way in the City of Plano, Collin County, Texas, from Single-Family Residence-7 to Single-Family Residence-6; 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 26th day of September, 2016; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 11.1 acres of land out of the S.A. & M.G. Railroad Company Survey, Abstract No. 878, located on the east side of Coit Road, 110 feet north of Denham Way in the City of Plano, Collin County, Texas, from Single-Family Residence-7 to Single-Family Residence-6, said property being described in the legal description on Exhibit "A" attached hereto.

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 26TH DAY OF SEPTEMBER, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2016-028

BEING a tract of land situated in the S.A. & M.G. RAILROAD COMPANY SURVEY, ABSTRACT NO. 878, City of Plano, Collin County, Texas and being part of that tract of land described in Deed to Frances B. Wells, as recorded in Volume 2564, Page 967, Deed Records, Collin County, Texas and being all of that tract of land described as Tract 1 in Deed to MKNS, LLC, as recorded in Document No. 20091209001480980, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the approximate centerline of Coit Road, a 130 foot right-of-way, for the northwest corner of said Frances B. Wells tract;

THENCE North 89°25'53" East, with the north line of Frances B. Wells tract, a distance of 627.00 feet to a point for corner;

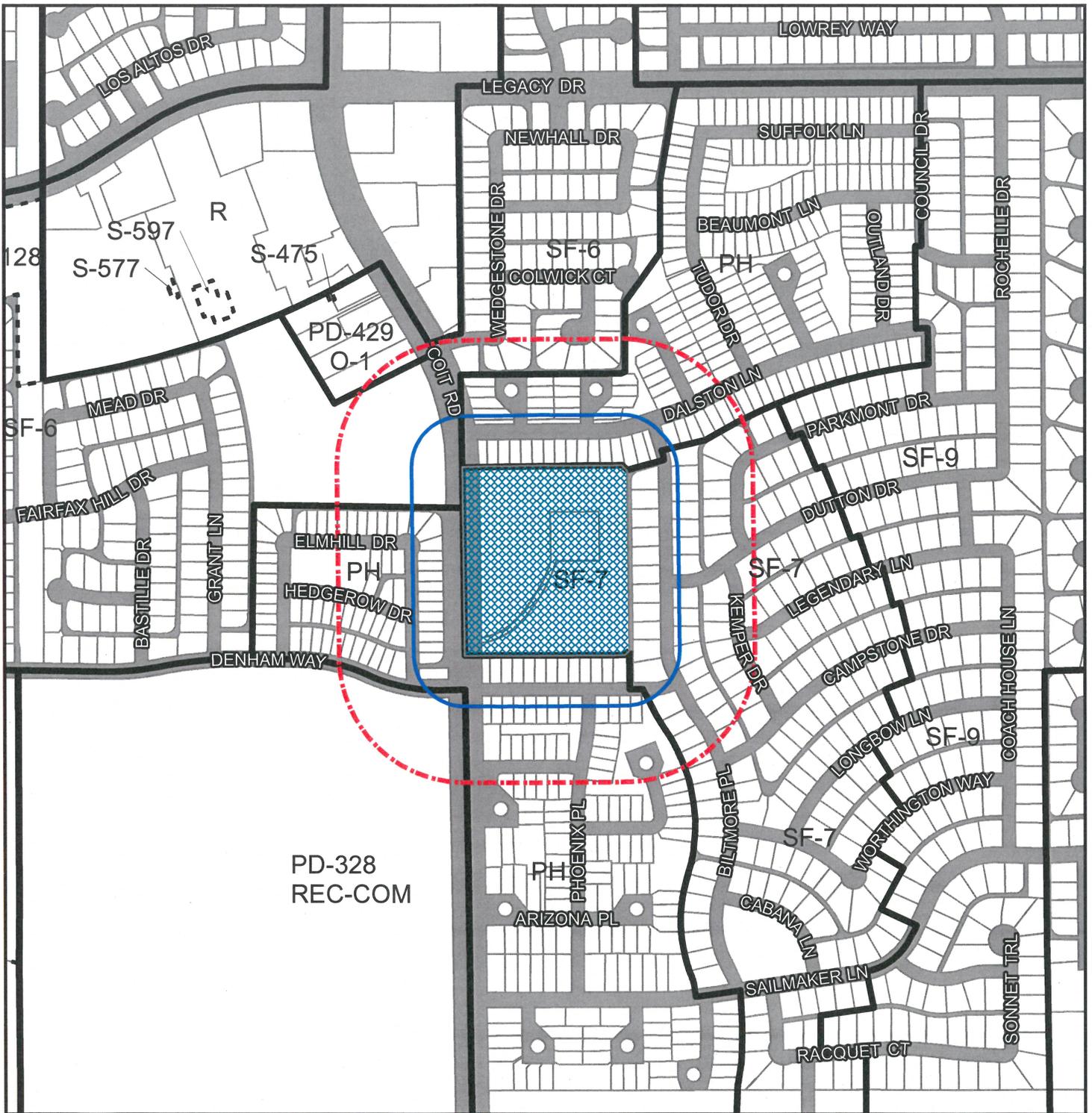
THENCE South 45°37'49" East, a distance of 28.32 feet to a point for corner;

THENCE South 00°35'43" East, a distance of 711.42 feet to a point for corner;

THENCE South 44°38'58" West, a distance of 28.17 feet to a point for corner;

THENCE South 89°53'17" West, a distance of 627.02 feet to a point in the approximate centerline of said Coit Road for the southwest corner of said Frances B. Wells tract;

THENCE North 00°35'52" West, with said approximate centerline, a distance of 746.27 feet to the POINT OF BEGINNING and CONTAINING 11.114 acres of land, more or less.

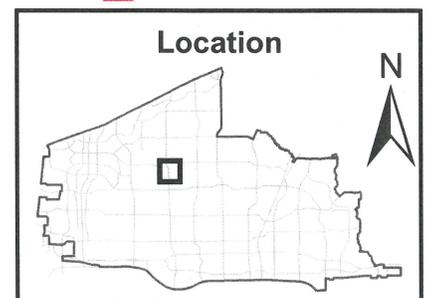


Zoning Case #: 2016-028

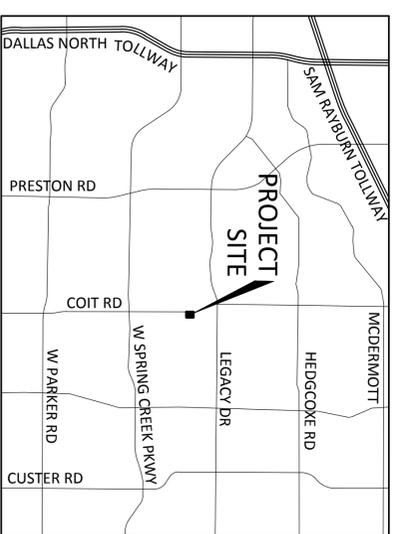
Existing Zoning: Single-Family Residence-7 (SF-7)

Proposed Zoning: Single-Family Residence-6 (SF-6)

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



Source: City of Plano Planning Department



Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat or plan approval of development standards shown herein, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

LEGAL DESCRIPTION
STATE OF TEXAS &
COUNTY OF COLLIN &
11.114 ACRES

BEING a tract of land situated in the S.A. & M.G. RAILROAD COMPANY SURVEY ABSTRACT NO. 878, City of Plano, Collin County, Texas, being part of that tract of land described in Deed Records, Collin County, Texas, Page 9672, and being all of that tract of land described as Tract 1 in Deed to MKNS, LLC, as recorded in Document No. 20091209001480980, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the approximate centerline of Coit Road, a 130 foot right-of-way for the northwest corner of said Frances B. Wells tract;
THENCE North 89 degrees 25 minutes 53 seconds East, with the north line of Frances B. Wells tract, a distance of 627.00 feet to a point for corner;
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THENCE South 44 degrees 38 minutes 58 seconds West, a distance of 281.7 feet to a point for corner;
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THENCE North 00 degrees 35 minutes 52 seconds West, with said approximate centerline, a distance of 746.27 feet to the POINT OF BEGINNING and containing 11.114 acres of land, more or less.

CITY PROJECT #ZC2016-028

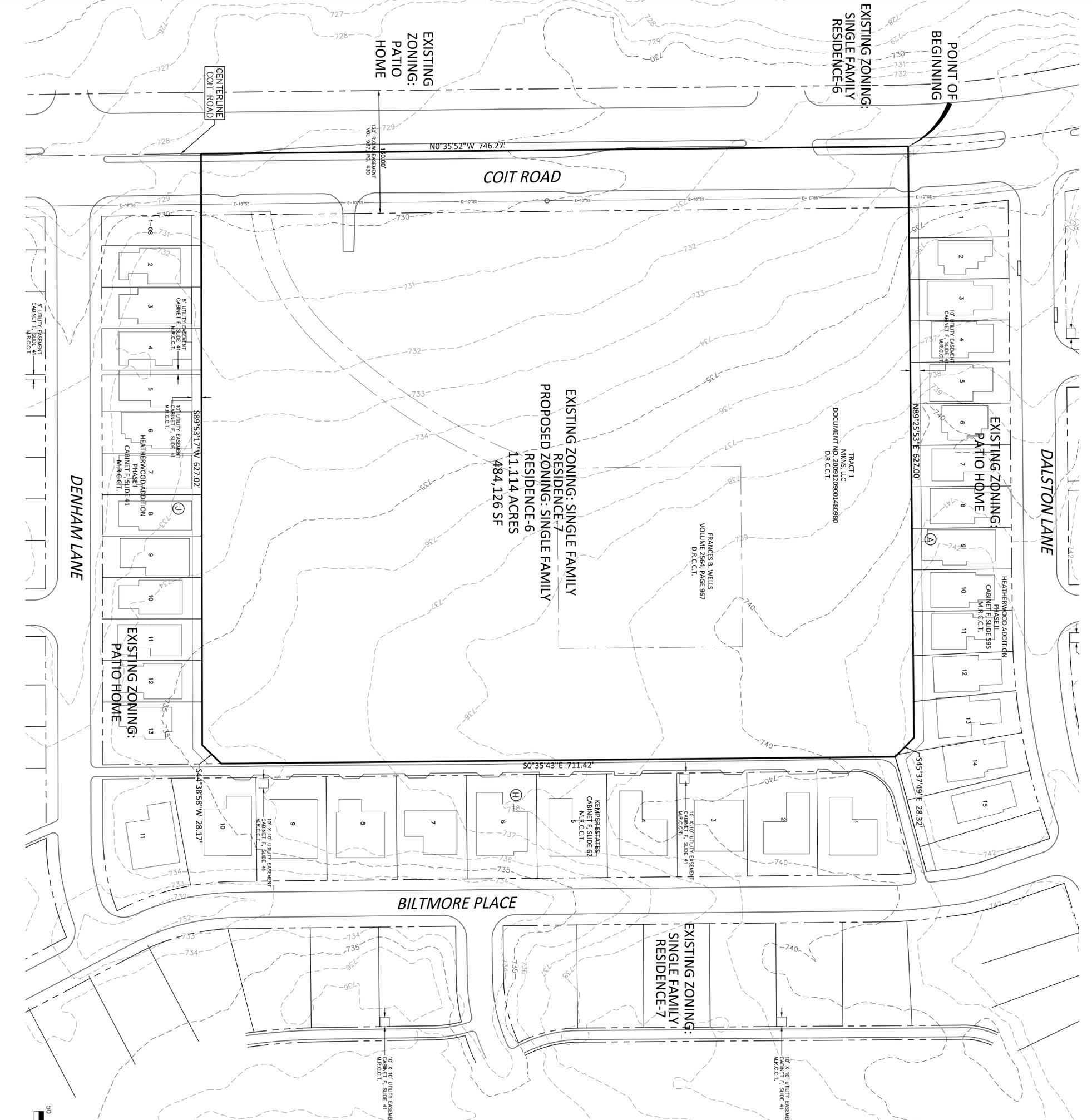
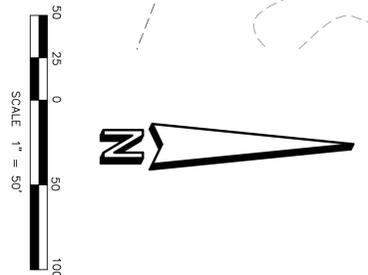
ZONING EXHIBIT
WELLS PARK

OUT OF THE
11.114 ACRES
IN THE
CITY OF PLANO
COLLIN COUNTY, TEXAS
30 August 2016

Developer:
Hillwood Communities
3090 Olive Street, Suite 300
Dallas, Texas 75219
Contact: Brian Carlock
(972) 201-2932
brian.carlock@hillwood.com

Owner:
MKNS, LLC and The Estate of Francis B. Wells
5400 Emerson Avenue
Dallas, Texas 75209
Contact: Katherine W. Power
(214) 729-5203
kaustinp@sbglobal.net

Engineer/Surveyor:
J. Volk Consulting, Inc.
830 Central Parkway East, Suite 300
Plano, Texas 75074
Contact: Jay Volk
(972) 201-3100
jv@volkconsulting.com



EXISTING ZONING:
SINGLE FAMILY
RESIDENCE-6

POINT OF
BEGINNING

EXISTING
ZONING:
PATIO
HOME

COIT ROAD

DALSTON LANE

EXISTING ZONING:
PATIO HOME

EXISTING ZONING: SINGLE FAMILY
RESIDENCE-7
PROPOSED ZONING: SINGLE FAMILY
RESIDENCE-6
11.114 ACRES
484,126 SF

TRACT 1
MKNS, LLC
DOCUMENT NO. 20091209001480980
D.R.C.C.T.

FRANCES B. WELLS
VOLUME 2564, PAGE 967
D.R.C.C.T.

DENHAM LANE

EXISTING ZONING:
PATIO HOME

EXISTING ZONING:
SINGLE FAMILY
RESIDENCE-7

BILTMORE PLACE