

CITY COUNCIL

1520 AVENUE K



DATE: 10/8/2012

CALL TO ORDER: 7:00 p.m.

INVOCATION: Pastor Jack Schneider
St. Paul Lutheran Church

PLEDGE OF ALLEGIANCE: Boy Scout Troop 404
Prince of Peace Catholic Community

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>SPECIAL RECOGNITION: United Way launched their 2012 campaign with the first LIVE UNITED day on October 1.</p> <p>PROCLAMATION: October is Domestic Violence Awareness Month and Verizon Wireless and The Family Place are working together to assist those in need of help.</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Animal Shelter Advisory Committee</u></p> <p>Jamey Cantrell, Tammy Hawley, Lisa Moore, Lynn Wolfe</p> <p><u>Board of Adjustment</u></p> <p>Ban Alali, Enghlab Eftekhari, William E. Gibson, Peter Krause, Anthony Salas, Edward J. Stankunas</p> <p><u>Building Standards Commission</u></p> <p>James Mack Craft, Jr., Mo Khoshkar, Joe W. Milkes, Chris G. Polito</p> <p><u>Civil Service Commission</u></p> <p>NiCole F. Williams</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Community Relations Commission</u> Michael Caranfa, Jean Dormier, Barbara Oldenburg</p> <p><u>Cultural Affairs Commission</u> Lisa Foster, Greg Huckaby, Marilyn Mahoney, Allen B. Safir, OD, Sandy W. Yeh</p> <p><u>DART Board of Directors</u> Paul N. Wageman, Faye Moses Wilkins</p> <p><u>Heritage Commission</u> Michael Coleman, Lisa Fox, Donna Wenger</p> <p><u>Library Advisory Board</u> Syed Ali, Sneh Goyal, Dustin N. Kolb, Satish Nagarajan, Jane T. Yancey</p> <p><u>Parks and Recreation Planning Board</u> Son Giep, Richard Horne, Eralyn McLarty, Chris L. White</p> <p><u>Photographic Traffic Signal Advisory Committee</u> Alyse Ferguson-Evans, Phil Head, Mike Shea</p> <p><u>Planning & Zoning Commission</u> William Hilburn, Terri R. Murray, Mark Pittman</p> <p><u>Plano Housing Authority</u> Jeanine Boehl, Paul J. Gephart, Jr.</p> <p><u>Retirement Security Plan Committee</u> Myra Conklin, Robert Gehbauer, Robert Smouse</p> <p><u>Self Sufficiency Committee</u> Casey Mueller, Cynthia Nye</p> <p><u>Senior Citizens Advisory Board</u> Karen E. Mitchell</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Tax Increment Financing Reinvestment Zone No. 2 Board</u></p> <p>Thomas Buning</p> <p><u>The Arts Center of North Texas</u></p> <p>Dr. Betty Bell Muns</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></p> <p>(a) September 24, 2012</p> <p><u>Approval of Expenditures</u></p> <p><u>Purchase from an Existing Contract</u></p> <p>(b) To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$100,000 from Brodart through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.</p> <p>(c) To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$100,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.</p> <p>(d) To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$250,000 from Midwest Tapes through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(e)	<p>To approve the purchase of library materials for the Plano Public Library System (PPLS) in the amount of \$400,000 from Baker & Taylor for purchase of various library materials including books, compact disks, books-on-CD and DVDs. These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-N1 Print Materials and Multimedia with Baker & Taylor; and authorizing the City Manager to execute all necessary documents.</p> <p>Approval of Expenditure</p>	
(f)	<p>To approve an estimated annual expenditure in the amount of \$541,776 for City insurance premiums to be paid to the Broker of Record, Arthur J. Gallagher Risk Management Services, Inc. to be utilized by Risk Management.</p> <p>Adoption of Resolutions</p>	
(g)	<p>To approve the terms and conditions of an Inter Local Cooperation Agreement between the City of Plano, Texas, and the City of Richardson, Texas; authorizing its execution by the City Manager; and providing an effective date.</p>	
(h)	<p>To approve the terms and conditions of a grant awarded by the Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas to the City of Plano, Texas for Firearms and Ballistic Forensic Analysis; authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date.</p>	
(i)	<p>To ratify an expenditure for the maintenance and support of Naviline Software Products provided by SunGard Public Sector, Inc., the sole source provider of Naviline Software Products in an amount not to exceed \$138,490; authorizing its execution by the City Manager; and providing an effective date.</p>	
(j)	<p>To approve the hiring of an Assistant City Attorney II by the City Attorney; and providing an effective date.</p>	
(k)	<p>To approve the use of contract and volunteer attorneys for prosecution services by and under the direction of the City Attorney; and providing an effective date.</p>	
(l)	<p>To authorize the purchase of downloadable content (ebooks, music, video, and e-audio library materials) with Kindle functionality in an amount not to exceed the sum of \$150,000 from OverDrive, Inc., the sole source provider of such library materials; and authorizing its execution by the City Manager to execute all necessary documents to effectuate the purchase; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(m)	<p><u>Adoption of Ordinances</u></p> <p>To abandon all right, title and interest of the City, in and to that certain 85' Drainage Easement recorded in Volume 1857, Page 841, and a certain 80' Drainage Easement recorded in Volume 1435, Page 485, and Volume 1130, Page 658 of the Deed Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, ASBURY AUTOMOTIVE TEXAS REAL ESTATE HOLDINGS, L.L.C, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	
(n)	<p>To repeal Ordinance No. 2012-9-30; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Consideration of a Resolution to authorize the Arts Center of North Texas to return any restricted assets to the appropriate donors and to return the land to donors as determined by the Arts Center of North Texas; to satisfy any existing liabilities and to dissolve in accordance with applicable law; any remaining assets shall be returned in equal shares to Plano, Allen, and Frisco; setting an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2012-27 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-185-Regional Commercial on 14.8± acres located at the northeast corner of Dallas North Tollway and Parker Road, in the City of Plano, Collin County, Texas, to modify the development standards, including but not limited to reducing the front yard setback on Parker Road; 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: Cencor Realty Services</p>	
(3)	<p>Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2012-25 – Request to rezone 19.7± acres from Planned Development-202-Research/Technology Center to Single-Family Residence-6 located on the south side of 14th Street, 350± feet east of Plano Parkway. Zoned Planned Development-202-Research/Technology Center. Applicants: Dale R. & Melody K. Burton, Treasure Ann Langford, and Harold B. Warnick, Jr.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. 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:		10/08/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
SPECIAL RECOGNITION: United Way launched their 2012 campaign with the first LIVE UNITED day on 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	



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COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/08/2012		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
PROCLAMATION: October is Domestic Violence Awareness Month and Verizon Wireless and The Family Place are working together to assist those in need of help.				
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 24, 2012**

COUNCIL MEMBERS PRESENT

Phil Dyer, Mayor
Lissa Smith, Mayor Pro Tem
Ben Harris, Deputy Mayor Pro Tem
Pat Miner
André Davidson
Jim Duggan
Patrick Gallagher
Lee Dunlap

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:01 p.m., Monday, September 24, 2012, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; receive information regarding Economic Development, Section 551.087 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 Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:47 p.m.

**Consideration and action resulting from Executive Session discussion – Personnel:
Appointments/Reappointments**

Board of Adjustment

Upon a motion made by Council Member Gallagher and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to appoint Carolyn Kalchthaler as Chair, move William E. Gibson and Peter Krause to regular positions and appoint Ban Alali, Enghlab Eftekhari, and Anthony Barragan Salas as alternate members.

Building Standards Commission

Upon a motion made by Council Member Dunlap and seconded by Council Member Duggan, the Council voted 8-0 to reappoint Arthur Stone as Chair.

DART Board of Directors

Upon a motion made by Mayor Dyer and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to appoint Paul N. Wageman as the City of Plano representative. Upon a motion made by Mayor Dyer and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to reappoint Faye Moses Wilkins as a shared representative.

Heritage Commission

Upon a motion made by Council Member Dunlap and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to appoint Michael Edward Coleman, Lisa Ann Fox and Donna Jane Wenger as members and to appoint Gary J. Graley as Chair.

Planning and Zoning Commission

Upon a motion made by Council Member Miner and seconded by Council Member Dunlap, the Council voted 8-0 to appoint William Grant Hilburn, Terri R. Murray, and Mark Christopher Pittman as members and to reappoint Christopher J. Caso as Chair.

The Arts Center of North Texas Board of Directors

Upon a motion made by Mayor Dyer and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to reappoint Dr. Betty Muns as a City of Plano Director.

Personnel - Appointments

Animal Shelter Advisory Committee

Upon a motion made by Council Member Miner and seconded by Council Member Gallagher, the Council voted 8-0 to appoint Tamatha Hawley as the Animal Welfare Representative, and Lisa Ann Moore and Lynn Theresa Wolfe as citizen members and to reappoint Sunny Ruth as Chair.

Community Relations Commission

Upon a motion made by Council Member Davidson and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to appoint Michael Patrick Caranfa and Barbara Oldenburg as members and to appoint Alfonso Valente as Chair.

Cultural Affairs Commission

Upon a motion made by Council Member Davidson and seconded by Council Member Gallagher, the Council voted 8-0 to appoint Sandy W. Yeh as a member for an interim term and to appoint Allen B. Safir, OD as Chair.

Library Advisory Board

Upon a motion made by Council Member Miner and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to appoint Syed Arshad Ali, Sneh Lata Goyal, Satish Nagarajan and Jane T. Yancey to full terms, appoint Dustin N. Kolb to an interim term and to appoint John G. Pillow as Chair.

Parks and Recreation Planning Board

Upon a motion made by Council Member Miner and seconded by Council Member Duggan, the Council voted 8-0 to appoint Richard Dennis Horne and Eralyn McLarty and to reappoint Kayci Brooks Prince as Chair.

Photographic Traffic Signal Advisory Committee

Upon a motion made by Council Member Gallagher and seconded by Council Member Davidson, the Council voted 8-0 to reappoint Doug A. Bender as Chair and Robert B. Drotman as Vice Chair.

Retirement Security Plan Committee

Upon a motion made by Council Member Dunlap and seconded by Council Member Davidson, the Council voted 8-0 to appoint Robert Marin Gehbauer as a member and to reappoint Casey Srader as Chair, thus confirming City Manager Glasscock's recommendations.

Self Sufficiency Committee

Upon a motion made by Council Member Davidson and seconded by Council Member Duggan, the Council voted 8-0 to appoint Pat Hartman as Chair.

Senior Citizens Advisory Board

The Council deferred consideration of appointments.

Tax Increment Financing Reinvestment Zone No. 2 Board

Upon a motion made by Council Member Miner and seconded by Council Member Gallagher, the Council voted 8-0 to appoint Thomas William Buning to an interim term.

Discussion and Direction Regarding Fidelity Express and Upcoming Ordinance Changes

Customer and Utility Services Manager Han spoke to the department's goal to provide multiple payment options which are easy and convenient. He spoke to establishment of an office at the Joint Use Facility (2004), installation of the automatic payment kiosk (2008) and consideration of taking payments through Fidelity Express (2012). Mr. Han spoke to challenges related to the kiosk including its reliability, costs, annual maintenance and vendor issues and to Fidelity Express's experience in taking payment from a variety of vendors and implementation in other area municipalities. He spoke to the proposal including no recurring costs to the City with a minimal convenience fee for customers and some in-house data integration and benefits including savings resulting from the discontinuation of kiosk use, consolidation and closing of offices at the Joint Use Facility and offering seven payment locations. Mr. Han reviewed the process of receiving payments and the timeline for implementation. He spoke to the potential for expansion of payment options and inclusion of other departmental payments. The Council stated a consensus in directing Staff to move forward.

Director of Policy and Governmental Relations Israelson reviewed several ordinance revisions that will be coming forward to the Council including consideration of a pro-rata billing process, eBill/bank draft deposit waiver incentives, reduced sewer charges for multi-family residences, and a supplemental deposit process.

Athletic Oriented Community Park Management

Director of Parks and Recreation Fortenberry spoke to the variety of park land in the City of Plano including 31 neighborhood parks, linear parks, trail systems, nature preserves, golf courses and community park sites and the high demand for services. She spoke to 2012 as the largest fall sports season on record with 2,274 teams, 34,110 participants and 139 fields in use at 16 sites and the transition of sports to regional participation including those from other cities. Ms. Fortenberry spoke to park land as a living asset and managing the impact of wear and tear. She advised that the rules for park use have not been revised for reserved fields and spoke to retaining a “buffer zone” to limit the impact of noise/litter on neighboring homes. She requested teams reserve fields so that traffic can be monitored and limited, thus preventing overuse and degradation. Ms. Fortenberry advised that using spaces between fields impacts the reconfiguration of boundaries for future seasons or multiple sports and requested teams utilize neighborhood parks for practice sessions. She advised that citizens and their children can use athletic oriented community parks, but that more intense uses should be moved to neighborhood locations. Ms. Fortenberry spoke to exploring possible additional locations for practice space at Russell Creek Community Park, an upcoming information session at Davis Library, conducting an athletic study to understand the impact of regionalism in sports and improvements planned for the field reservation system. Mayor Dyer requested Staff provide an update following the Davis Library session.

Comprehensive Monthly Financial Report

Director of Finance Tacke advised that the August 2012 report finds General Fund revenues up as a percentage of budget as compared to last year while Water and Sewer revenues are down slightly. She stated that actual General Fund revenues are up \$12.1 million, primarily due to an increase in ad valorem taxes and an increase in sales tax resulting from an audit adjustment. Ms. Tacke also stated revenues are up in court fines, cable franchises, and ambulance services. She advised that General and Golf Course Fund expenditures are up as a percentage of budget while Water and Sewer expenditures are down. Ms. Tacke advised that personnel services are up due to the timing and number of pay periods in August as compared to the prior year. She advised that the unemployment rate remains at 6.7% and that sales tax collections for the month are up by \$665,000.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

No items were discussed.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 7:25 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
SEPTEMBER 24, 2012**

COUNCIL MEMBERS PRESENT

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Ben Harris, Deputy Mayor Pro Tem
Pat Miner
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Jim Duggan
Patrick Gallagher
Lee Dunlap

STAFF PRESENT

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, September 24, 2012, at 7:25 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Sr. Pastor Gene Wilkes of Legacy Church led the invocation and Cadette Girl Scout Troop 1861 of Armstrong, Bowman, Haggard and Otto Middle Schools led the Pledge of Allegiance.

COMMENTS OF PUBLIC INTEREST

Citizen Abby Huff invited the Council to visit an exhibit related to the Girls Scouts of America's 100th Anniversary at the State Fair of Texas.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item "A")

August 27, 2012
September 5, 2012
September 10, 2012

Approval of Expenditures

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

Bid No. 2012-288-B for the purchase of two (2) Trucks from Caldwell Country Automotive in the amount of \$65,176 for Fleet Services, to be utilized by Special Waste, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

Bid No. 2012-267-B for Gladys Harrington Library Restroom Renovation to Tegrity Contractors, Inc. in the amount of \$174,777 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Purchase from an Existing Contract

To approve the purchase of Haggard Library Interior Improvements in the amount of \$70,855 from Williams and Thomas, L.P. d/b/a Jamail & Smith Construction through an existing contract/agreement with TCPN, and authorizing the City Manager to execute all necessary documents. (TCPN Contract #R5086) (Consent Agenda Item “D”)

To approve the purchase of six (6) Pick-Up Trucks for Fleet Services to be utilized by Ground Maintenance, Compost Operations, Utility Maintenance, Backflow Operations, & Police, in the amount of \$133,326 from Caldwell Country Automotive through an existing contract/agreement with TASB/BuyBoard, and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract #358-10) (Consent Agenda Item “E”)

To approve a one (1) year contract with four (4) City optional renewals for the purchase of Blauer Police Uniforms for the Police Department in an estimated amount of \$100,000 from GST Public Safety Supply through an existing contract/agreement with Tarrant County (Tarrant County Contract #2011-041), and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

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

To approve a Professional Services Agreement by and between the City of Plano and J. Volk Consulting, Inc., in the amount of \$100,260 for the Standard Details project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

Adoption of Resolutions

Resolution No. 2012-9-19(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 “H”)

Resolution No. 2012-9-20(R): To approve the terms and conditions of an Advance Funding Agreement for project using funds held in the State Highway 121 Sub-account – City Street Improvements – Off System Project; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “I”)

Resolution No. 2012-9-21(R): To approve the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Buffington Community Services funds in the amount of \$263,500 for the provision of various community services; authorizing its execution by the City Manager; and providing the effective date. (Consent Agenda Item “J”)

Resolution No. 2012-9-22(R): To approve the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant funds in the amount of \$183,344 and HOME funds in the amount of \$276,533 for the provisions of various community services and developments; authorizing the execution by the City Manager; and providing the effective dates. (Consent Agenda Item “K”)

Resolution No. 2012-9-23(R): To approve the terms and conditions of agreements between the City of Plano, Texas and various heritage preservation organizations which render services that are beneficial to the public and serve a valid public purpose in the total amount of \$735,583; authorizing the City Manager to execute such agreements with these organizations for the provision of support of heritage preservation; and providing an effective date. (Consent Agenda Item “L”)

Resolution No. 2012-9-24(R): To approve the terms and conditions of a technical services contract with Motorola Solutions, Inc.; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “M”)

Resolution No. 2012-9-25(R): To rescind prior Resolution No. 2012-5- 11(R) which approved the Agreement with TT Holdings I, Inc., d/b/a TriTech Software Systems for the purchase of Stratus ft6300 fault tolerant server and one year maintenance on May 29, 2012; approving a new Agreement for the purchase of Stratus ft6300 fault tolerant server and one year maintenance from TriTech Software Systems for a total \$91,200 and maintenance service for five (5) additional years in an amount not to exceed \$66,724.00; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “N”)

Resolution No. 2012-9-26(R): To ratify the terms and conditions of a Consent to Assignment Agreement by and between the City of Plano, Texas, 15th and I, LLC, and Comerica Bank to authorize assignment of the Development Agreement between Southern Land Company, LLC and the City of Plano as security for financing of the development project at the southeast corner of 15th Street and I Avenue; ratifying its execution by the City Manager; and providing an effective date. (Consent Agenda Item “O”)

Ordinance No. 2012-9-27: To repeal in its entirety Ordinance No. 2011-9- 27, codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas and enacting this new Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, establishing a revised schedule of rates and charges for solid waste disposal and collection applicable to commercial accounts; providing a repealer clause, a severability clause, and providing an effective date. (Consent Agenda Item “P”)

Ordinance No. 2012-9-28: To repeal Ordinance No. 2011-9-31; establishing the number of certain classifications within the Fire Department for fiscal year 2012-13; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 24, 2012; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “Q”)

Ordinance No. 2012-9-29: To repeal Ordinance No. 2012-4-9; establishing the number of certain classifications within the Police Department for fiscal year 2012-13; establishing the authorized number and effective dates of such positions for each classification effective September 24, 2012; establishing a salary plan for the Police Department effective September 24, 2012; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “R”)

Ordinance No. 2012-9-30: To repeal Ordinance No. 2011-3-17; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda Item “S”)

END OF CONSENT

Resolution No. 2012-9-31(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between Collin Creek Mall, LLC and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “1”)

Deputy City Manager Turner spoke to Collin Creek Mall’s development in the 1980’s, contributions to the community and continuing the City’s relationship. Rouse Properties VP of Development Steve Backman spoke to his firm’s focus on a tailored approach in redevelopment of regional malls, the impact of other centers on Collin Creek Mall and partnering with the City for revitalization.

Upon a motion made by Council Member Miner and seconded by Council Member Davidson, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between Collin Creek Mall, LLC and the City of Plano, Texas; and further to adopt Resolution No. 2012-9-31(R).

Consideration of an Appeal of the Heritage Commission's Denial of a Certificate of Appropriateness to reinstall a non-permanent retractable cover on the roof top patio located at 1006 E. 15th Street. Zoned Downtown Business/Government (BG); Heritage Resource #26 Designation (H-26). Applicant: Blackgold Partners/Nathan & Bonnie Shea (Tabled 08/13/12) (Regular Agenda Item “2”)

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Duggan, the Council voted 8-0 to remove the item from the table.

Consideration of an Appeal (cont'd)

Director of Planning Jarrell advised that the applicant is appealing a denial from the Heritage Commission related to the replacement of a cover over a portion of a rooftop patio. She spoke to the original cover which had begun to show wear and the Commission's denial based on the height, mass and visibility of the new structure. Ms. Jarrell advised that, since tabling, Staff has met with the applicant to discuss potential modifications and finds that doing so would require total dismantling. She further advised that Building Inspections has determined that it meets building code requirements. Applicant Nathan Shea spoke to the new structure's ability to withstand high winds and Ms. Jarrell advised that the new structure is two feet taller than the original. Council Member Dunlap spoke to the applicant having prior knowledge of the permitting process; and, stated a preference for the new cover.

Upon a motion made by Council Member Dunlap and seconded by Council Member Miner, the Council voted 8-0 to approve the appeal of the Heritage Commission's Denial of a Certificate of Appropriateness to reinstall a non-permanent retractable cover on the roof top patio located at 1006 E. 15th Street.

Public Hearing and adoption of Ordinance No. 2012-9-32 as requested in Zoning Case 2012-12 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-374-Retail on 6.9± acres of land located at the northeast corner of Plano Parkway and Independence Parkway, in the City of Plano, Collin County, Texas, to modify the development standards of the district including amending or repealing the limitation on the hours of operation; 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: RaceTrac (Tabled 09/10/12) (Regular Agenda Item "3")

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Miner, the Council voted 8-0 to remove the item from the table.

Planning Manager Firgens advised that the applicant is requesting to remove stipulations, originally approved in 1987 through a planned development, which limit the hours of operation stating that the City typically addresses issues related to retail zoning through noise/lighting ordinances and adjacency standards. She advised that the Planning and Zoning Commission recommended approval expanding the hours of operation from 17 to 19 as follows: (Proposed additions are indicated by underlined text; deletions are indicated by strikethrough text.)

Restrictions:

1. Maximum Square Footage: 118,701 square feet of building area
2. Maximum Retail: 100% - Neighborhood Support Retail.
In addition to those uses permitted in the Retail districts, the following uses shall be permitted:
 - Office - showroom/warehouse

Ordinance No. 2012-9-32 (cont'd)

- Office - technical
 - Scientific and research labs
3. Truck docks for these uses shall be located at grade level.
 4. Maximum Floor Area Ratio: 0.5:1
 5. Maximum Floor Area Ratio on any Given Lot: 0.75:1
 6. Maximum Lot Coverage: 40% (inclusive of parking structures)
 7. Maximum Building Height: 2 story (36 feet) - all heights shall include mechanical/penthouse
 8. Maximum Parking Structure Height: 2 levels above grade (20 feet)
 9. Setback Requirements: 50 feet from north property line and 50 feet from Plano Pkwy.

The zoning granted above is granted subject to the following additional stipulations:

1. Regulatory provisions of the Zoning Ordinance pertaining to additional setbacks from residential zoning districts (Sections 3.500, 3.600, and 3.700) shall apply to this tract.
2. A study of Plano Pkwy., from Jupiter Rd. to Preston Rd., shall be conducted by the city to evaluate standards and plans for driveway spacing, median breaks, acceleration/deceleration lanes, signalization, and intersection design. The objective of the study is to enhance the parkway's capacity without adding additional through lanes. The cost of the study shall be borne by the petitioners for zoning. The closing of Longworth Dr. north of Plano Pkwy. shall be a major consideration in the Plano Parkway Study.
3. All landscape areas required by the Design Guidelines (referenced after PD-393-R/O-2) shall be irrigated by an underground, automatic sprinkler system.
4. All subsequently approved preliminary site plans and site plans for this tract shall conform to the Design Guidelines for the Plano Pkwy./S.H. 190 Corridor as adopted by the City Council and as placed by the owner as Restrictive Covenants on the tract binding both the current and future owners to such guidelines.
5. This tract shall be deed restricted to limit the hours of operation to ~~17~~ 19 total hours, preferably ~~11:00 p.m.~~ 12:00 a.m. to 5:00 a.m. being ~~be the closing~~ closed hours.
6. No access to any tract shall be gained from the existing alley or alleys serving the residential area.
7. Truck docks and trash containers shall be to the interior of constructed buildings and at grade.

Ordinance No. 2012-9-32 (cont'd)

8. There will be no dedicated street adjacent and parallel to the residential district.
9. Parking structures shall be screened from view of the residential district through the use of natural screens.
10. Sodium vapor lights shall not be used for parking lots and other exterior lighting. All lighting shall meet the requirements of the Plano Lighting Ordinance.

Refer to Design Guidelines after PD-393-R/O-2 for additional stipulations.

Ms. Firgens advised that the applicant is requesting removal of all restrictions to permit 24-hour operation and that due to letters received in opposition, the Council must record a three-quarter vote of approval to effect the revision in zoning. She clarified that the request includes two lots in addition to the corner owned by RaceTrac and that any changes would apply to uses on all three and further that this is the only such regulated retail location.

Mayor Dyer opened the Public Hearing. Tommy Mann, Winstead PC, representing the applicant, spoke to residential adjacency standards absent in 1987 to protect homeowners, requested 24 hour operating hours and stated that current limitations on operating hours are deed restrictions and do not include either the City or the neighborhood as "benefited parties." He spoke to noise/lighting regulation through ordinances, lost revenues and responded to the Council, advising that the other two property owners in the planned development district are in agreement with the proposed revisions. Ms. Firgens advised that the current ordinance provides a total number of hours of operation; but includes the term "preferably" when referencing exact times, which creates enforcement challenges. City Attorney Wetherbee spoke to issues related to enforcing deed restrictions and recommended including specific language in regulatory ordinances. Director of Planning Jarrell spoke to rezoning of the Plano Parkway corridor in 1987 and work with homeowners to craft the existing language.

Robert Miller, representing the Dallas North Estates Homeowners Association, spoke to this property being the only one zoned Retail along the Plano Parkway corridor, zoning in place on the property when purchased by RaceTrac, other service stations in the area, and the potential for noise/traffic. Mr. Mann responded that service stations do not generate new trips, but offer a convenience for those in the area. No one else spoke for or against the request. The Public Hearing was closed.

Ms. Wetherbee recommended specifying the hours of operation to address enforcement issues and Council Member Miner made a motion to amend Planned Development-374-Retail on 6.9± acres of land located at the northeast corner of Plano Parkway and Independence Parkway, in the City of Plano to modify the development standards of the district to include limiting the hours of operation for uses to 5:00 a.m. to 12:00 a.m. (19 hours). Council Member Dunlap seconded the motion. (No vote was taken at this time.)

Ordinance No. 2012-9-32 (cont'd)

Mayor Pro Tem Smith and Council Member Duggan stated concern that this ordinance singles out one retail property to establish and enforce hours of operation. Council Member Miner spoke to RaceTrac's awareness of the restrictions when purchasing the property. Council Member Davidson stated concern related to expanding the hours of operation to 24 hours for all three lots within the planned development. Deputy Mayor Pro Tem Harris spoke to the RaceTrac site being more than 150 feet from residential zoning and Council Member Dunlap spoke to the zoning applicable to the three properties and RaceTrac's agreement with conditions upon purchase.

The motion was restated by Council Member Miner and seconded by Council Member Dunlap to amend Planned Development-374-Retail on 6.9± acres of land located at the northeast corner of Plano Parkway and Independence Parkway, in the City of Plano to modify the development standards of the district to include limiting the hours of operation for uses to 5:00 a.m. to 12:00 a.m. (19 hours). The Council voted 5-3 with Mayor Pro Tem Smith, Deputy Mayor Pro Tem Harris and Council Member Duggan voting in opposition. The motion failed.

A motion was made by Council Member Miner and seconded by Council Member Dunlap to amend the "hard corner" of Planned Development-374-Retail located at the northeast corner of Plano Parkway and Independence Parkway, in the City of Plano to modify the development standards of the district to include limiting the hours of operation for uses to 5:00 a.m. to 12:00 a.m. (19 hours). Council Member Davidson stated concern related to singling out the "hard corner." The Council voted 5-3 with Deputy Mayor Pro Tem Harris, Council Member Duggan and Council Member Davidson voting in opposition. The motion failed.

Mr. Mann restated the request for 24 hours of operation; but, advised that 19 with hours of operation from 5 am to 12 midnight would be acceptable.

A motion was made by Council Member Miner and seconded by Council Member Dunlap, to amend Planned Development-374-Retail on 6.9± acres of land located at the northeast corner of Plano Parkway and Independence Parkway, in the City of Plano to modify the development standards of the district including amending or repealing the limitation on the hours of operation to include opening from 5 am to midnight seven days a week; as requested in Zoning Case 2012-12 and as recommended by the Planning and Zoning Commission with the following revision:

5. ~~This tract shall be deed restricted to limit the hours of operation to 17 total hours, preferably 11:00 p.m. to be the closing hour.~~ The hours of operation for uses located within this district are limited to 5:00 a.m. to 12:00 a.m. (19 hours).

The Council voted 8-0, the motion carried, and Ordinance No. 2012-9-32 was adopted as revised.

Resolution No. 2012-9-33(R): To appoint a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date. (Regular Agenda Item “4”)

Upon a motion made by Mayor Dyer and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to appoint Paul N. Wageman as a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors and further to adopt Resolution No. 2012-9-33(R).

Resolution No. 2012-9-34(R): To affirm the appointment of a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code and providing an effective date. (Regular Agenda Item “5”)

Upon a motion made by Mayor Dyer and seconded by Council Member Miner, the Council voted 8-0 to affirm the appointment of Faye Moses Wilkins as a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors and further to adopt Resolution No. 2012-9-34(R).

Nothing further was discussed. Mayor Dyer adjourned the meeting at 8:38 p.m.

Phil Dyer, MAYOR

ATTEST

Diane Zucco, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10/08/12			
Department:		Library Administration			
Department Head		Cathy Ziegler			
Agenda Coordinator (include phone #): Jeanne Argomaniz (4327)					
CAPTION					
Approval of the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$100,000 from Brodart through an existing contract/agreement with Texas State Contract 715-N1 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:	FY 2012-2013	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,000,000	0	0	1,000,000
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	-100,000	0	0	-100,000
BALANCE	0	900,000	0	0	900,000
FUND(S): GENERAL FUND					
<p>COMMENTS: Funds are included in the FY 2012-13 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$100,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</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 Brodart in the amount of \$100,000 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-N1 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:			Other Departments, Boards, Commissions or Agencies		
Memo Julie Torstad 9.12.2012					



City of Plano
Library Technical Services
2501 Coit Road
Plano, TX 75075
Phone: 972.769.4327

Memorandum

Date: September 12, 2012
To: Cathy Ziegler
From: Julie Torstad, Library Technical Services Manager
Subject: City Council Approval for Brodart

Please request City Council approval to spend approximately \$100,000 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. 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-N1 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:		October 8, 2012		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): Jeanne Argomaniz (4327)				
CAPTION				
Approval of the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$100,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-N1 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:	2012-2013	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	1,000,000	0	1,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-100,000	0	-100,000
BALANCE	0	900,000	0	900,000
FUND(s): GENERAL FUND				
COMMENTS:				
<p>Funds are included in the FY 2012-13 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$100,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</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 Ingram Library Services in the amount of \$100,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Ingram Library Services through the Texas Sate Contract 715-N1 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:			Other Departments, Boards, Commissions or Agencies	
Memo Julie Torstad 09.12.2012				



City of Plano
Library Technical Services
2501 Coit Road
Plano, TX 75075
Phone: 972.769.4327

Memorandum

Date: September 12, 2012

To: Cathy Ziegler

From: Julie Torstad, Library Technical Services Manager

Subject: City Council Approval for Ingram Library Services

Please request City Council approval to spend approximately \$100,000 with Ingram Library Services for the purchase of various library materials including music CDs, books-on-CD, DVDs, downloadable audios and e-books. Funds should be taken from 01-682-8441. 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-N1 Print Materials and Multimedia with Ingram Library Services. 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:		October 8, 2012			
Department:		Library Administration			
Department Head		Cathy Ziegler			
Agenda Coordinator (include phone #): Mary Ann Dunnivant (4208)					
CAPTION					
Approval of the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$250,000 from Midwest Tapes through an existing contract/agreement with Texas State Contract 715-N1 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:	FY 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,000,000	0	0	1,000,000
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	-250,000	0	0	-250,000
BALANCE	0	750,000	0	0	750,000
FUND(S): GENERAL FUND					
<p>COMMENTS: Funds are included in the FY 2012-13 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$250,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</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 Midwest Tapes in the amount of \$250,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Midwest Tapes through the Texas State Contract 715-N1 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:			Other Departments, Boards, Commissions or Agencies		
1. Memo from Julie Torstad dated 09.12.2012					



City of Plano
Library Technical Services
2501 Coit Road
Plano, TX 75075
Phone: 972.769.4327

Memorandum

Date: September 12, 2012
To: Cathy Ziegler
From: Julie Torstad, Library Technical Services Manager
Subject: City Council Approval for Midwest Tapes

Please request City Council approval to spend approximately \$250,000 with Midwest Tapes for the purchase of various library materials including music CDs, books-on-CD, and DVDs. The funds should be taken from 01-682-8441. 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-N1 Print Materials and Multimedia with Midwest Tapes. 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:		October 8, 2012		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): Mary Ann Dunnivant (4208)				
CAPTION				
Approval of the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$400,000 from Baker & Taylor for purchase of various library materials including books, compact disks, books-on-CD and DVDs. These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-N1 Print Materials and Multimedia with Baker & Taylor; 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: FY 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,000,000	0	1,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-400,000	0	-400,000
BALANCE	0	600,000	0	600,000
FUND(s): GENERAL FUND				
COMMENTS:				
Funds are included in the FY 2012-13 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$400,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.				
STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.				
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 \$400,000 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-N1 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	
1. Memo from Julie Torstad dated 09.12.2012				



City of Plano
Library Technical Services
2501 Coit Road
Plano, TX 75075
Phone: 972.769.4327

Memorandum

Date: September 12, 2012

To: Cathy Ziegler

From: Julie Torstad, Library Technical Services Manager

Subject: City Council Approval for Baker & Taylor

Please request City Council approval to spend approximately \$400,000 with Baker & Taylor for the purchase of various library materials including books, compact disks, books-on-CD, and DVDs. The funds should be taken from 01-682-8441. 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-N1 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:		10-08-2012			
Department:		Risk Mangement			
Department Head		Darrell Edwards			
Agenda Coordinator (include phone #): Nancy Corwin x7137					
CAPTION					
Approval of an estimated annual expenditure in the amount of \$541,776 for City insurance premuims to be paid to the Broker of Record, Arthur J. Gallagher Risk Management Services, Inc. to be utilized by Risk Management.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-13 thru 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	665,000	2,167,104	2,832,104
Encumbered/Expended Amount		0	0	0	0
This Item		0	-541,776	-2,167,104	-2,708,880
BALANCE		0	123,224	0	123,224
FUND(s): PROPERTY/LIABILITY LOSS					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Risk Management Department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2012-13 is \$541,776. The estimated future amount, if all renewal years are exercised is \$2,167,104 which will be made within approved budget appropriations. Remaining balance will be used for other Risk Management services.</p> <p>STRATEGIC PLAN GOAL: Providing Risk Management with Broker Services to Purchase Insurance Policies relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>Staff recommends approval of expenditure in the estimated amount of \$541,755.88 to Arthur J. Gallagher Risk Management Services, Inc. to correct an administrative error in the initial award for Broker of Record. The Broker of Record is responsible for paying annual insurance premiums on behalf of the City of Plano. The insurance premiums for the current year are \$541,775.88 to be paid to Arthur J. Gallagher Risk Management Services, Inc. for Risk Management. This is an annual contract with four (4) City optional renewals. (2011-257-C-R)</p>					
List of Supporting Documents: Department Memo			Other Departments, Boards, Commissions or Agencies		



Division of Risk Management
7501-A Independence Parkway
Plano, TX 75025
972.208.8250

MEMORANDUM

DATE: 10/2/2012

TO: Diane Palmer-Boeck, Chief Purchasing Officer

FROM: Darrell Edwards, Risk Manager

CC: LaShon Ross, Deputy City Manager – Community Services
Jim Parrish, Director of Human Resources
Jim Miller, Assistant Risk Manager

SUBJECT: Broker of Record and Supplemental Services Contract Award, RFP No. 2011-257-C

On 3-6-2012 Arthur J. Gallagher Risk Management Services, Inc. was awarded a contract to act as the City of Plano's Broker of Record.

The primary function that a broker of record performs for their client is to purchase insurance policies on behalf of the client. They negotiate with insurance carriers to secure appropriate coverage at the best possible rates.

When the contract for Broker of Record and Supplemental Services was awarded to Arthur J. Gallagher Risk Management Services, Inc. the only dollar amount that was included in the contract was the actual fee for the broker of record services. Through an administrative error, the anticipated expenditure needed to purchase the actual policies was omitted.

Risk Management is requesting that an annual expenditure of \$541,776 be approved for Broker of Record and Supplemental Services. The funding for this expenditure has already been approved by council in the current budget.

We are asking for Council's approval to expend previously approved budget dollars for the purchase of the City's insurance coverage. If we do not gain that approval, the City's insurance policies will be cancelled by the respective carriers.



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:		10/8/12			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): Susan Berger (7255)					
CAPTION					
A Resolution of the City of Plano, Texas, approving the terms and conditions of an Inter Local Cooperation Agreement between the City of Plano, Texas, and the City of Richardson, Texas; authorizing its execution by the City Manager or his authorized designee; 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:	2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0	0
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	0	0	0	0
BALANCE	0	0	0	0	0
FUND(S): GENERAL FUND					
<p>COMMENTS: This item approves Plano entering into an Inter Local Cooperation Agreement with the City of Richardson to design and construct a recreational trail together for the use of residents. Plano has sought funding from Collin County for this project, and approval of this item will have no immediate financial impact to the City of Plano.</p> <p>STRATEGIC PLAN GOAL: Working with other area cities to provide services and amenities to Plano residents relates to the City's goal of Partnering for Community Benefit.</p>					
SUMMARY OF ITEM					
<p>The Cities of Plano and Richardson desire to enter into an Agreement for the design and construction of a recreational trail that will serve Plano, Richardson, and Murphy to be constructed in Breckinridge Park in Richardson.</p> <p>The Richardson City Council authorized, through a Resolution, on September 24 to enter into an Inter Local Cooperation Agreement with the City of Plano.</p> <p>The trail will provide neighborhood connectivity between Breckinridge Park in Richardson and the Timbers Nature Preserve Park in Murphy. Plano residents in this area do not have access to a neighborhood park. This trail connection will provide these residents with access to parks and provide connectivity between Plano, Richardson, and Murphy. The trail is currently in design.</p>					



CITY OF PLANO COUNCIL AGENDA ITEM

For the section of trail in Breckinridge Park, the City of Richardson will provide the land and an existing trail crossing of Rowlett Creek. The City of Plano will provide for construction of approximately 3,000 linear feet of concrete recreational trail. The cost of this recreational trail will not exceed the estimated cost of constructing the trail in Plano if an alternate route was available. The City of Richardson will maintain the trail.

Plano has applied to the Collin County Parks and Open Space Funding Assistance Program for this project. Funding awards will be made in October 2012.

This trail is identified on the Collin County Regional Trails Master Plan and the City of Plano Park Master Plan.

List of Supporting Documents:

Location Map

Resolution

Inter Local Cooperation Agreement

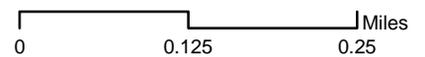
Other Departments, Boards, Commissions or Agencies



Location Map



Inter Local Agreement Trail



A Resolution of the City of Plano, Texas, approving the terms and conditions of an Inter Local Cooperation Agreement between the City of Plano, Texas, and the City of Richardson, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Cities of Plano and Richardson wish to enter into an Inter Local Cooperation Agreement attached hereto as Exhibit “A” for the design and construction of certain recreational trails that will serve Plano and Richardson; and

WHEREAS, Plano has agreed at its sole cost to cause the design and construction of Phase I of the Murphy Trail Connection, to be constructed within Breckinridge Park in Richardson connecting the existing concrete trail in Breckinridge Park to South Murphy Road in Plano, as generally depicted in Exhibit “A” (hereinafter defined as the “Murphy Trail Connection”); and

WHEREAS, the Parties have determined that the Murphy Trail Connection is beneficial and in the best interests of both cities and their inhabitants; and

WHEREAS, the actual alignment of the Murphy Trail Connection will be determined during the design phase of the project; and

WHEREAS, Richardson has agreed to grant Plano and its contractors a temporary construction license for Plano to cause the design and construction of Murphy Trail Connection; and

WHEREAS, Richardson has agreed to maintain the Murphy Trail Connection portion in Breckinridge Park upon completion;

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

Section I. The City Council, after reviewing the terms and conditions of the Inter Local Cooperation Agreement attached hereto as Exhibit “A”, hereby approves the Agreement which render services that are beneficial to the public and serve a valid public purpose.

Section II. The City Manager or his authorized designee is hereby authorized to execute such Agreement on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement, and to act in behalf of the City with regard to its terms and conditions.

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

DULY PASSED AND APPROVED this the 8th day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS §
 § **Inter Local Cooperation Agreement by and between**
 § **the City of Plano and the City of Richardson for**
 § **Construction of the Murphy Trail Connection, Phase I**
 COUNTY OF COLLIN §

This Inter Local Cooperation Agreement is made by and between the City of Plano, a Texas municipal corporation located in Collin and Denton Counties, Texas (“Plano”), and the City of Richardson, a Texas municipal corporation located in Dallas and Collin Counties, Texas (“Richardson”) (collectively Plano and Richardson, referred to as the “Parties”, or singularly as a “Party”), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the Parties desire to enter into an agreement for the design and construction of certain recreational trails that will serve Plano and Richardson; and

WHEREAS, Plano has agreed at its sole cost to cause the design and construction of Phase I of the Murphy Trail Connection, to be constructed within Breckenridge Park in Richardson (the “Breckenridge Park”), connecting the existing concrete trail in Breckenridge Park to South Murphy Road in Plano, as generally depicted in **Exhibit “A”** (hereinafter defined as the “Murphy Trail Connection”) as set forth herein; and

WHEREAS, the Parties have determined that the Murphy Trail Connection is beneficial and in the best interests of both cities and their inhabitants; and

WHEREAS, the actual alignment of the Murphy Trail Connection will be determined during the design phase of the project; and

WHEREAS, Richardson has agreed to grant Plano and its contractors a temporary construction license for Plano to cause the design and construction of Murphy Trail Connection; and

WHEREAS, Richardson has agreed to maintain the Murphy Trail Connection portion in Breckenridge Park upon completion;

NOW, THEREFORE, for and in consideration of the mutual consideration stated herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

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

“Bid Documents” shall mean the contract(s) for the construction of the Murphy Trail Connection, which shall include: the construction plans, notice to bidders, proposal and bid schedule, the requirements for contractor insurance, payment, performance, and for maintenance bonds; general and technical specifications for the construction; provisions for retainage in the amounts and in accordance with the North Central Texas Council of Governments Standard Specifications for Public Works, Section 109.52, or successor provision; and which include other items agreed to by the Parties.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Murphy Trail Connection; (ii) all necessary permits for the construction of the Murphy Trail Connection, pursuant to the respective plans therefore, have been issued by all applicable governmental authorities; and (iii) the grading of land has commenced.

“Completion of Construction” shall mean that (i) the construction of the Murphy Trail Connection has been substantially completed in accordance with the Bid Documents; and (ii) Richardson has inspected and accepted the Murphy Trail Connection.

“Effective Date” shall mean the last date of execution hereof.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Murphy Trail Connection” or “Project” shall mean the design and construction of Phase I of the Murphy Trail Connection, a concrete multi-use trail to be constructed along the north side of Breckenridge Park from the end of the currently existing concrete trail at the north city limits of Richardson, to South Murphy Road in Plano, as partially depicted on **Exhibit “A”**.

“Plano” shall mean the City of Plano, Texas, acting by and through its city manager, or designee.

“Richardson” shall mean the City of Richardson, Texas acting by and through its city manager, or designee.

Article II

Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”), and shall continue until the Parties have fully satisfied their respective obligations hereunder, unless sooner terminated as provided herein.

Article III Purpose

The purpose of this Agreement is to set forth the understanding of the Parties with regard to the design and construction of the Murphy Trail Connection.

Article IV Trail Project

4.1 General. Plano agrees, at its sole cost, to design, bid, award contract(s), construct and inspect the Project.

4.2 Design. Richardson design standards shall apply to the Project. Plano shall submit the design plans for the Project (the “Design Plans”) to Richardson for review and approval within nine (9) months after the Effective Date. Within fifteen (15) business days after receipt of the Design Plans, Richardson shall approve or disapprove the Design Plans. In the event Richardson disapproves the Design Plans, Plano shall cause the Design Plans to be amended, and re-submit the Design Plans, as amended, to Richardson for review and approval. This process shall continue until the Design Plans are approved or this Agreement is terminated.

4.3 Project Alignment. The alignment of the Murphy Trail Connection shall be determined at the time of approval of the Design Plans.

4.4 Bid Document Review and Approvals. Plano agrees to provide Richardson an opportunity to review and approve the final Bid Documents prior to advertising for competitive bids for construction. Within fifteen (15) business days after receipt of the proposed Bid Documents prepared by Plano, Richardson shall review and provide comments or disapprove the Bid Documents. In the event Richardson rejects the Bid Documents, Plano shall amend and re-submit the Bid Documents to Richardson for review and approval. This process shall continue until the Bid Documents are approved or this Agreement is terminated. The Bid Documents as approved by the Parties shall constitute the “Approved Plans”.

4.5 Design and Bid Documents Requirements. In the award of the design and construction contracts for the Project, Plano shall comply with applicable state law governing the construction of public works by a governmental entity.

4.6 Construction Schedule. Plano agrees, subject to events of Force Majeure, to cause the Completion of Construction of the Project to occur not later than twenty-four (24) months after the Effective Date. Plano’s contractor(s) will have access to the Breckinridge Park and may only perform work for the construction of the Project between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday.

4.7 Construction Inspection and Acceptance.

(a) Plano agrees, at its sole cost and expense, to provide construction inspection services for the construction of the Project. Richardson may at its sole cost provide for construction inspection services. Plano and Richardson shall resolve any disputes during construction as equal equitable partners and share the responsibility to inspect and to accept or reject any work performed by the contractors for any portion of the project.

(b) Richardson does hereby grant to Plano, its employees, contractors and agents, permission to enter upon Richardson property for the purposes of inspecting the work performed by the Project contractors.

(c) Final acceptance of the Project shall require the submittal of, and Richardson's approval of, a Contractor Affidavit of Final Payment and Release and Consent of Surety for each contractor, prior to the final payment and release of retainage by Plano to the contractor(s) for the Project.

(d) Plano shall cause its contractor(s) to provide maintenance bonds reasonably satisfactory to Richardson and warrant the construction of the Project for a period of one year following Completion of Construction of the Project.

4.8 Project Maintenance. Richardson agrees, upon Completion of Construction, to maintain and repair the Project within Breckenridge Park. The provisions of this section shall survive termination.

4.9 Easement. Richardson does, by execution of this Agreement, hereby grant Plano, its employees, contractors and agents, a temporary license for the construction of the Project in accordance with the Approved Plans. This temporary license shall terminate upon Completion of Construction of the Project.

4.10 Bonds. Plano shall cause its contractors and subcontractors to provide such performance bonds and payment bonds in forms as are reasonably satisfactory to Richardson for the construction of the Project to ensure completion of the Project and payment of the contractors and subcontractors performing the work.

Article V Indemnification/Immunity/Insurance

5.1 Each Party agrees to waive all claims against, to release, and to 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, attorney's fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each Party shall be responsible for its proportionate share of liability.

5.2 It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

5.3 Plano shall name Richardson, its officers, agents and employees, as an additional insured on any general liability policy carried that would cover the Project and other construction activities described herein. Plano's Workers Compensation policy shall provide a waiver of subrogation in favor of the City of Richardson, and its respective employees, officers, and agents. Richardson acknowledges and agrees that Plano may satisfy the requirement to provide general liability insurance through self-insurance provided such self insurance extends to and covers Richardson, its officers, agents and employees

5.4 Plano shall cause its contractors working on the Project to provide the following insurance coverages with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as Richardson may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$500,000:

Employers Liability - Each Accident	\$500,000
Employers Liability - Each Employee	\$500,000
Employers Liability - Policy Limit	\$500,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of the City of Richardson.

Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

Policy shall include independent contractor's liability covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring contractor's (or subcontractor's) liability for bodily injury (including death) and property damage. Policy shall be

endorsed to name Richardson as an additional insured along with a waiver of subrogation and other rights in favor of Richardson.

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$1,000,000 Combined Single Limit Bodily Injury and Property Damage. Policy shall be endorsed to name Richardson as an additional insured along with a waiver of subrogation and other rights in favor of Richardson.

5.5 Plano and/or its contractors shall provide to Richardson copies of policies, endorsements and certificate(s) of insurance evidencing the aforementioned insurance coverage prior to commencement of any work related to the Projects contemplated herein.

Article VI Miscellaneous

6.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned without the prior written consent of the other Party.

6.2 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:

If intended for Richardson, to

Attn: City Manager
City of Richardson
411 W. Arapaho Road
Richardson, Texas 75080

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
Suite 1800, Lincoln Plaza
500 N. Akard Street
Dallas, Texas 75201

If intended for Plano, to:

Attn: City Manager
City of Plano
1520 Avenue K
Plano, Texas 75074

With a copy to:

Diane C. Wetherbee
City of Plano
1520 Avenue K
Plano, Texas 75074

6.3 Governing Law. This Agreement will be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas.

6.4 Legal Construction. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality, or unenforceability will not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.5 Recitals. The recitals to this Agreement are incorporated herein.

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

6.7 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.8 Current Funding. Plano and Richardson agree that the Parties paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying Party.

6.9 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

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

6.11 Consents and Approval. Unless otherwise expressly stated in this Agreement, whenever the consent or approval of a Party is required prior to the action to be taken by the other Party, such consent or approval shall not be unreasonably withheld, denied, or delayed.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.14 Default. If Plano fails to complete the construction of the Project by the deadline as provided herein, or if either Party breaches any of its other obligations under this Agreement and fails to cure the breach within thirty (30) days following written notice of the breach from the other Party (or such longer time as may be reasonable if the Party in breach commences cure within such thirty day period and thereafter diligently pursues the cure to completion), then the Party in breach shall be in default and the other Party may, at its election, terminate this Agreement, terminate any

of the licenses described above, and/or exercise any other rights and remedies provided by law or equity.

(Signature page to follow)

EXECUTED on this _____ day of _____, 2012.

CITY OF RICHARDSON, TEXAS

By: _____
Dan Johnson, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2012.

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney



Exhibit A – ILA for Phase I of Murphy Trail Connection
 City of Richardson and City of Plano (TM 56975)



**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:		10/08/2012		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a grant awarded by the Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas to the City of Plano, Texas for Firearms and Ballistic Forensic Analysis; authorizing the execution of any and all documents in connection therewith 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				
2012-13	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	35,700	0	35,700
BALANCE	0	35,700	0	35,700
FUND(S): GRANT FUND				
COMMENTS: This item accepts grant funding in the amount of \$35,700 from the Byrne Justice Assistance Grant. \$4,230 of this grant was expended in FY 2011-12 and \$31,470 is projected to be expended in FY 2012-13. The grant is for Police Department expenditures related to firearms and ballistic forensic analysis. STRATEGIC PLAN GOAL: Acceptance of grant funds relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The Criminal Justice Division of the Office of the Governor of Texas, pursuant to the Edward Byrne Memorial Justice Assistance (JAG) State Formula Program has offered the City of Plano a grant totaling \$35,700.00 for the purpose of firearms and ballistic forensic analysis. This grant does not require matching funds from the City. The effective grant period will be for one year from the grant's effective date.				
List of Supporting Documents: Memo, Resolution, Exhibit "A"			Other Departments, Boards, Commissions or Agencies	



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax. No. 972-941-2177
www.planopolice.org

MEMORANDUM

DATE: September 18, 2012

TO: Lashon Ross, Deputy City Manager

FROM:  Gregory W. Rushin, Chief of Police

SUBJECT: Acceptance of Funds from the FY 2013 Criminal Justice Programs; Edward Byrne Memorial Justice Assistance (JAG) State Formula Program for Firearms and Ballistic Forensic Analysis (Grant# DJ-10-A10-23764-03)

In February 2012, an application was made by the Plano Police Department for the above referenced grant in the amount of \$35,700 to continue the National Integrated Ballistics Information Network (NIBIN) program for its third and final year. The NIBIN program provides firearms and ballistic analysis services to the Plano Police Department as well as law enforcement agencies throughout Collin, Dallas and Denton Counties. The Unit provides critical analysis and support in the investigation and prosecution of criminal activity involving the use of firearms.

On September 5, 2012, we received an award letter from the Governor's office stating that the Plano Police Department had been selected as a recipient of the requested funds. We are hereby seeking approval to accept this award and continue the proposed project.

The existing Unit has demonstrated its effectiveness for the past seven years of operation. It is staffed and equipped to provide comprehensive analysis of firearms and ballistic evidence in the investigation of criminal activity to include entry, search, and correlations of casings and bullets in the ATF sponsored NIBIN database. Access to this database has proved highly beneficial when separate offenses in different cities have been linked together through the ballistic evidence. To date, 6,661 bullets and casings have been entered and searched in the database, and the Unit has maintained an average workload of 290 cases per year.

The Unit has been examined, evaluated, and accredited by the ANSI-ASQ National Accreditation Board/Forensic Quality Services criteria. This accreditation is an organizational quality assurance program which undergoes a continuous cycle of improvement through increased training, proficiency testing, internal audits, administrative and technical reviews of work products, and annual management reviews.

As mentioned, this is the third and final year of the grant. This first year of the grant provided 100 percent funding. The grant amount decreased to 80 percent in the second year and for the third year will decrease to 60 percent. As a result the Department budgeted \$21,800.00 for fiscal year 2012/13 to fund the program for the complete fiscal year. This figure represents 40 percent of the program's cost for the final year.

Failure to approve this grant would result in the discontinuation of the program prior to the end of fiscal year 2012/13.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a grant awarded by the Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas to the City of Plano, Texas for Firearms and Ballistic Forensic Analysis; authorizing the execution of any and all documents in connection therewith by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented documents evidencing award of a grant provided by the Edward Byrne Memorial Justice Assistance (JAG) State Formula Program through the Criminal Justice Division of the Office of the Governor of Texas in the amount of \$35,700.00 for firearms and ballistic forensic analysis, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called the "Grant Documents"); and

WHEREAS, upon full review and consideration of the Grant Documents 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 designed shall be authorized to execute any and all documents in connection therewith 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 Grant Documents, 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 any and all documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Grant Documents.

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

DULY PASSED AND APPROVED this the 8th day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 05, 2012

Mr. Gregory Rushin
Chief of Police
Plano, City of
909 14th Street, P.O. Box 860358
Plano, Texas 75074-5803

Dear Chief Rushin:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: DJ-10-A10-23764-03 **CFDA or State ID:** 16.738
Program Fund: DJ-Edward Byrne Memorial Justice Assistance Grant Program
Grantee Name: Plano, City of
Project Title: Firearms and Ballistic Forensic Analysis
Grant Period: 09/01/2012 - 08/31/2013
Liquidation Date: 11/29/2013
Date Awarded: September 05, 2012
CJD Grant Manager: Toni Kanetzky

CJD Award Amount: \$35,700.00
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$35,700.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 05, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjdonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism;
- and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.



**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:		10/08/2012			
Department:		Technical Services			
Department Head		David Stephens			
Agenda Coordinator (include phone #): Dianna Wike x7549					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, ratifying an expenditure for the maintenance and support of Naviline Software Products provided by SunGard Public Sector, Inc., the sole source provider of Naviline Software Products in an amount not to exceed \$138,490.00; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-13; 2013-14; 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	2,795,189	270,614	3,065,803
Encumbered/Expended Amount		0	0	0	0
This Item		0	-126,061	-270,614	-396,675
BALANCE		0	2,669,128	0	2,669,128
FUND(s): TEHCNOLOGY SERVICES FUND					
<p>COMMENTS: Funds are included in the 2012-13 Technology Services budget for this maintenance agreement. This item approves 2012-13 SunGard Public Sector, Inc. software maintenance in the amount of \$126,061; 2013-14 maintenance not to exceed \$132,124; and 2014-15 maintenance not to exceed \$138,490; and will be made within approved budget appropriations in each of the years. The remaining 2012-13 balance will be used throughout the year for other maintenance agreements.</p> <p>STRATEGIC PLAN GOAL: Maintenance agreements relate to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Staff recommends approval of the purchase of annual maintenance for Naviline Software Products from the sole source provider, SunGard Public Sector, Inc. in the annual amount not to exceed \$138,490. Annual maintenance and support is necessary in order to continue to receive upgrades and assistance in resolving issues.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memorandum, Sole Source Letter, Resolution and Agreement					

Memorandum

Date: August 10, 2012

To: David Stephens, Director of Technology Services

From: Danny Housewright, Systems and Programming Manager

Subject: Annual Maintenance for SunGard Public Sector Applications

We have received the annual renewal of maintenance and support for the SunGard Public Sector (SPS) software applications that various City Departments use. These applications are essential to the business operations of Customer and Utility Services, Building Inspections, Property Standards, and Environmental Waste Services. Inquiry access to information stored in the SPS applications is used by a number of departments across the city. Therefore, the continuation of maintenance and support of these applications is very important to the City of Plano.

This maintenance and support can come only from SPS since they do not allow any third party companies to maintain or modify any code. In fact, our software license agreements would become invalid if the City or any other source made any changes to SPS programs. Therefore, SPS is a sole source provider of these services.

Annual maintenance and support with SPS is necessary in order to receive help in resolving issues with the SPS software applications and to continue to receive upgrades and enhancements to the SPS products. Failure to continue annual maintenance and support would eliminate the City of Plano from receiving any further upgrades to these software applications which would include functionality that the city departments desire to use. We would no longer be able to contact the vendor for support with issues with water and sewer billing which could cause the Customer and Utility Services Department to be unable to bill our customers or significantly delay billing which would affect the revenue of the City. The same thing is true regarding Building Permits. If an issue required vendor support to resolve then issues with tracking of inspections and the issuing of permits could affect our customers' ability to conduct business in the City of Plano. As you see, the renewal of the annual maintenance with SPS is an important part of providing service at the City of Plano.

SUNGARD® PUBLIC SECTOR

August 13, 2012

Amy Powell
City of Plano
Technology Services Department
972-941-7342

Dear Ms. Powell

This letter is intended to reflect that SunGard Public Sector Naviline applications are proprietary software solely provided by SunGard Public Sector Inc. SunGard Public Sector Inc. is the sole developer and supporter of the Naviline software and has full power and authority to grant the rights to license it without the consent of any other person or entity.

Sincerely,



George Sereikas
Contracts Manager

A Resolution of the City Council of the City of Plano, Texas, ratifying an expenditure for the maintenance and support of Naviline Software Products provided by SunGard Public Sector, Inc., the sole source provider of Naviline Software Products in an amount not to exceed \$138,490.00; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, Building Inspections, Customer & Utility Services, Property Standards, Environmental Waste Services and Planning Department of the City of Plano utilize Naviline Software Products designed by SunGard Public Sector, Inc.; and

WHEREAS, SunGard Public Sector, Inc. is the sole source provider of Naviline Software Products utilized by various Departments of the City of Plano; and

WHEREAS, the City Council has been presented a proposed Service Agreement between the City of Plano and SunGard Public Sector, Inc. for Naviline Software Products, in an annual amount not to exceed \$138,490.00, 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 expenditure should be ratified, and that the City Manager or his designee should be authorized to execute any and all documents on behalf of the City of Plano for this purpose.

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

Section I. The City Council hereby finds and determines that SunGard Public Sector, Inc. is the sole source provider of the Naviline Software Products and, thus, the purchase of such Naviline Software Products is exempt from competitive bid as provided for in V.T.C.A., Local Government Code, Section 252.022(a)(7).

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

Section III. The City Manager, or his authorized designee is hereby authorized to execute any and all documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement, in an amount not to exceed **ONE HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED NINETY AND NO/100 DOLLARS (\$138,490.00)**.

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

DULY PASSED AND APPROVED this 8th day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
SUNGARD PUBLIC SECTOR INC.
2012-299-X**

THIS CONTRACT is made and entered into by and between **SUNGARD PUBLIC SECTOR INC.**, a Florida corporation, whose address is 1000 Business Center Drive, Lake Mary, FL 32746, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective from and after the date as provided herein.

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

**I.
SCOPE OF SERVICES**

Contractor shall provide maintenance and support, enhancements of, and new releases of each baseline component system and each custom modification for Naviline software products. These products and services shall be provided in accordance with the Contractor's Scope of Services, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Contractor's Scope of Services (**Exhibit "A"**);
- (b) Contractor's Fee Schedule (**Exhibit "B"**);
- (c) Insurance Requirements and Certificate of Insurance (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**).

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

**II.
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing on October 1, 2012 the effective date hereof; provided however, that the City shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the then current term.

III. WARRANTY

Contractor warrants and covenants to City that for the term of the Contract all services provided by Contractor, Contractor's subcontractors, and agents under the Contract shall be performed in a skillful and workmanlike manner and shall comply with the specifications for said services as set forth in this Contract and the Contractor's Scope of Services attached hereto and incorporated herein as **Exhibit "A"**. **CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION, OR ANY IMPROVEMENTS WILL BE USEABLE BY CITY IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CONTRACTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

IV. PAYMENT

Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the products and services in accordance with **Exhibit "B"** attached and incorporated herein. Total compensation under this contract shall not exceed the sum of **ONE HUNDRED TWENTY SIX THOUSAND SIXTY ONE AND 04/100 DOLLARS (\$126,061.04)** for year one of the Contract. Total compensation under this contract shall not exceed the sum of **ONE HUNDRED THIRTY TWO THOUSAND ONE HUNDRED TWENTY FOUR AND 09/100 DOLLARS (\$132,124.09)** for optional year two of the Contract. Total compensation under this contract shall not exceed the sum of **ONE HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED NINETY AND 29/100 DOLLARS (\$138,490.29)** for optional year three of the Contract.

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

V. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor.

**VI.
INDEMNIFICATION AND HOLD HARMLESS**

TO THE EXTENT PROVIDED BY LAW, CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ALL DIRECT DAMAGES AND COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, FOR CLAIMS RELATED TO BODILY INJURY, DEATH, AND DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY, AS WELL AS FINES ASSESSMENTS AND PENALTIES IMPOSED BY ANY AUTHORITY, ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACTS, OR NEGLIGENT OMISSIONS OF CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CONTRACTOR'S OBLIGATIONS UNDER THIS INDEMNIFICATION ARE EXPRESSLY CONDITIONED ON THE FOLLOWING: (I) CITY NOTIFYING CONTRACTOR IN WRITING OF THE CLAIM IN A TIMEFRAME THAT DOES NOT JEOPARDIZE CONTRACTOR'S ABILITY TO DEFEND; (II) CITY MUST IN WRITING GRANT CONTRACTOR SOLE CONTROL OF THE DEFENSE OF ANY SUCH CLAIM AND OF ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE; (III) CITY MUST COOPERATE WITH CONTRACTOR TO FACILITATE THE SETTLEMENT OR DEFENSE OF THE CLAIM. NOTWITHSTANDING, CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO AND SUCH REPRESENTATION MUST NOT PREJUDICE CONTRACTOR'S RIGHT TO CONTROL THE DEFENSE OF THE CLAIM AND NEGOTIATE ITS SETTLEMENT OR COMPROMISE. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT.

**VII.
INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT**

CONTRACTOR WILL DEFEND AT ITS EXPENSE ANY SUIT BROUGHT AGAINST CITY TO THE EXTENT IT IS BASED ON A THIRD PARTY CLAIM ALLEGING THAT THE BASELINE COMPONENT SYSTEM, AS DEFINED IN EXHIBIT A, INFRINGES UPON THE THIRD PARTY'S UNITED STATES PATENT OR COPYRIGHT (AN "INFRINGEMENT CLAIM"), AND CONTRACTOR WILL INDEMNIFY CITY FOR THOSE COSTS AND DAMAGES FINALLY AWARDED AGAINST CITY FOR AN INFRINGEMENT CLAIM. CONTRACTOR'S DUTIES TO DEFEND AND INDEMNIFY ARE CONDITIONED UPON: CITY NOTIFYING CONTRACTOR IN WRITING OF THE INFRINGEMENT CLAIM IN A TIMEFRAME THAT DOES NOT JEOPARDIZE CONTRACTOR'S ABILITY TO DEFEND; CONTRACTOR HAVING SOLE CONTROL OF THE DEFENSE OF THE SUIT AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE; AND CITY PROVIDING TO CONTRACTOR COOPERATION AND, IF REQUESTED BY CONTRACTOR, DOCUMENTS AND INFORMATION IN THE DEFENSE OF THE INFRINGEMENT CLAIM.

IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE BASELINE COMPONENT SYSTEM, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR REFUND TO CITY THE PORTION OF THE LICENSE FEE PAID TO CONTRACTOR FOR THE COMPONENT SYSTEM(S) GIVING RISE TO THE INFRINGEMENT CLAIM LESS ANY DEPRECIATED COST. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH COMPONENT SYSTEMS(S).

CONTRACTOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT ARISES FROM MODIFICATIONS OR (WITH THE EXPRESS EXCEPTION OF THE OTHER COMPONENT SYSTEMS AND THIRD PARTY HARDWARE AND SOFTWARE SPECIFIED BY CONTRACTOR IN WRITING AS NECESSARY FOR USE WITH THE SOFTWARE) IS BASED UPON THE USE OR COMBINATION OF PRODUCTS PROVIDED BY CONTRACTOR WITH ITEMS PROVIDED BY CITY OR OTHERS. THE FOREGOING STATES CONTRACTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS CONTRACT.

VIII.
COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

IX.
LIMITATION OF LIABILITY

CONTRACTOR AND CITY ACKNOWLEDGE THAT IN NO EVENT IS CONTRACTOR LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER CONTRACTOR HAS BEEN ADVISED OF THEIR POSSIBILITY.

EXCEPT FOR CONTRACTOR'S OBLIGATIONS TO INDEMNIFY CITY UNDER ARTICLES VI AND VII, CONTRACTORS LIABILITY FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES WILL NOT EXCEED THE FEES THAT CITY HAS PAID CONTRACTOR UNDER THIS CONTRACT.

X.
CONFIDENTIAL INFORMATION

If Contractor delivers to City any Confidential Information, as defined under Exhibit A, then City shall not disclose or otherwise make available the Confidential Information to any third party, or make any use of Contractor's Confidential Information. Notwithstanding any provisions contained in this Contract, City may disclose Confidential Information in accordance with applicable law.

Subject to notification requirements specified in applicable Public Records or Public Meetings laws, City further agrees that Contractor will be provided with Notice, in the event that release of this Contract or any Confidential Information has been requested. If a public disclosure of Confidential Information is requested. City shall notify Contractor in writing of such request. Contractor may seek a protective order, at its own expense and in a court of competent jurisdiction. City will reasonably cooperate with Contractor in such action, but is under no obligation to obtain or seek any court protection.

The rights and obligations of City under this Article shall survive the expiration of the term or sooner termination of this Contract.

**XI.
VENUE**

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

**XII.
ASSIGNMENT AND SUBLETTING**

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

Both parties further agree that a merger, consolidation or acquisition of all or substantially all of Contractor's capital stock or assets by any third party, person, or entity shall not constitute an assignment for the purposes of this Contract.

**XIII.
INDEPENDENT CONTRACTOR**

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

**XIV.
INSURANCE AND CERTIFICATES OF INSURANCE**

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

**XV.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XVI.
AFFIDAVIT OF NO PROHIBITED INTEREST**

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

**XVII.
SEVERABILITY**

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

**XVIII.
TERMINATION FOR CAUSE**

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. The defaulting party will have thirty (30) days to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If, during this thirty (30) day period, the non-performing party fails to a) provide or implement an acceptable cure plan, or b) cure the default, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services. Any termination of this Contract will not relieve either party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become due and payable immediately upon termination of this Contract.

**XIX.
ENTIRE AGREEMENT**

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

**XX.
CONTRACT INTERPRETATION**

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

**XXI.
SUCCESSORS AND ASSIGNS**

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

**XXII.
MAILING OF NOTICES**

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

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: David Stephens, Director

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

SunGard Public Sector Inc.
1000 Business Center Drive
Lake Mary, FL 32746
Attn: Christian Coleman, VP and Controller

Notices required under this Contract to be given by one party to the other must be in writing and either personally delivered or sent to the address shown above by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

**XXIII.
AUTHORITY TO SIGN**

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

**XXIV.
HEADINGS**

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

**XXV.
WAIVER**

Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

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

SUNGARD PUBLIC SECTOR INC.

Date: _____

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

SCOPE OF SERVICES - SOFTWARE MAINTENANCE

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Contractor's warranty services and Contractor's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit B as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the City; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the City obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Contract Year(s)" means, with respect to each Baseline Component System and Custom Modification, the period(s) identified in Exhibit B.

"Custom Modification" means a change that Contractor has made at City's request to any Component System in accordance with a Contractor-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which Contractor will provide City with Improvements is identified in Exhibit B.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect City has given Contractor enough information to enable Contractor to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Contractor's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the Contractor-generated specification and documentation for such Custom Modification, and for which Defect City has given Contractor enough information to enable Contractor to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Contractor's control.

"Documentation" means the on-line and hard copy functional and technical specifications that Contractor provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

“Equipment” means a hardware and systems software configuration meeting the “Equipment” criteria set forth in Exhibit B.

“Improvements” means, collectively, Maintenance, Enhancements and New Releases provided under this Contract.

“Intellectual Property Rights” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

“Maintenance” means using reasonable efforts to provide City with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the “Maintenance Standards”) relating to the provision of Maintenance for each Component System and Custom Modification are described herein.

“New Releases” means new editions of a Baseline Component System or Custom Modification, as applicable.

“Notification” means a communication to Contractor’s help desk by means of: (i) Contractor’s web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Contractor’s then-current policies and procedures for submitting such communications.

“Object Code” means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

“Software” means the Component Systems listed in Exhibit B.

“Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Services.

(a) Types of Services. During the term of this Contract, Contractor will provide City with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit B.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Contract. Contractor’s obligation to provide City with Improvements for Baseline Component Systems owned by parties other than Contractor is limited to providing City with the Improvements that the applicable third party owner provides to Contractor for that Baseline Component System. City must provide Contractor with such facilities, equipment and support as are reasonably necessary for Contractor to perform its obligations under this Contract, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, City will pay Contractor the amount(s) provided for in Exhibit B as the maintenance fee for each respective Contract Year. Fees for Improvements are due on the effective date of this Contract.

(b) Additional Costs. For any on-site Improvements that Contractor provides at City's request, City will also reimburse Contractor for actual travel and living expenses that Contractor incurs in providing City with Improvements under this Contract, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Contractor's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. City is responsible for paying **any applicable taxes** (except for taxes based on Contractor's net income or capital stock) relating to this Contract, the Improvements, any services provided or payments made under this Contract. Applicable tax amounts (if any) are NOT included in the fees set forth in this Contract. If City is exempt from the payment of any such taxes, City must provide Contractor with a valid tax exemption certificate; otherwise, absent proof of City's direct payment of such tax amounts to the applicable taxing authority, Contractor will invoice City for and City will pay to Contractor all such tax amounts.

Maintenance Standards

I. Hours During Which Contractor's Telephone Support Will be Available to City in Connection with the Provision of Maintenance: Unless otherwise noted in Exhibit B, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Continental US Local Time excluding holidays ("5x11").

II. Targeted Response Times. With respect to Contractor's Maintenance obligations, Contractor will use diligent, commercially reasonable efforts to respond to Notifications from City relating to the Baseline Component Systems/Custom Modifications identified in Attachment B in accordance with the following guidelines with the time period to be measured beginning with the first applicable Contractor "Telephone Support" hour occurring after Contractor's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Contractor's Component Systems are not performing a process that has caused a complete work stoppage.	Contractor has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Contractor has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Contractor's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Contractor has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning Contractor's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Contractor has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Contractor has a stated goal to respond within 24 hours of the issue being reported.	

* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Contractor's support representative has been directly contacted by City either by phone, email, in person, or through Contractor's online support portal, and b) when Contractor's support representative assigns a case number and conveys that case number to the City.

EXHIBIT "B"
FEE SCHEDULE
Maintenance Software Identified

Customer: City of Plano, TX

Improvement fees for Baseline Component Systems

- Quarterly Improvements fees during each Contract Year indicated for associated Component Systems are as follows:

Application	Quarterly Fee 10/1/12-9/30/13	Quarterly Fee 10/1/13-9/30/14	Quarterly Fee 10/1/14-9/30/15
QRep End User	\$ 321.36	\$ 337.43	\$ 354.30
QRep Administrator	\$ 80.34	\$ 84.36	\$ 88.57
QRep End User	\$ 482.04	\$ 506.14	\$ 531.45
Retrofit Modification Option	\$ 825.00	\$ 866.25	\$ 909.56
QRep Administrator	\$ 160.68	\$ 168.71	\$ 177.15
QRep End User	\$ 160.68	\$ 168.71	\$ 177.15
BP Voice Response Selectron	\$ 449.80	\$ 472.29	\$ 495.90
Click2Gov Core Module	\$ 341.90	\$ 359.00	\$ 376.94
Click2Gov Building Permits	\$ 949.00	\$ 996.45	\$ 1,046.27
Click2Gov BP Wireless	\$ 735.80	\$ 772.59	\$ 811.22
CIS Voice Response Selectron	\$ 482.30	\$ 506.42	\$ 531.74
Delinquency Call Out Listing Interface	\$ 158.60	\$ 166.53	\$ 174.86
CIX MR Credit Card Interface	\$ 158.60	\$ 166.53	\$ 174.86
NAVI - Building Permits	\$ 2,512.90	\$ 2,638.55	\$ 2,770.47
NAVI - Code Enforcement	\$ 1,530.10	\$ 1,606.61	\$ 1,686.94
NAVI - Cash Receipts	\$ 1,469.00	\$ 1,542.45	\$ 1,619.57
NAVI - Customer Information Systems	\$ 6,955.00	\$ 7,302.75	\$ 7,667.89
NAVI - Contact Management	\$ 3,057.60	\$ 3,210.48	\$ 3,371.00
NAVI - DMS - Document Management Services	\$ 263.90	\$ 277.10	\$ 290.95
NAVI - Land/Parcel Management	\$ 1,557.40	\$ 1,635.27	\$ 1,717.03
NAVI - WorkOrders/Fac Mgmt.	\$ 4,288.70	\$ 4,503.14	\$ 4,728.29
QRep Catalogs for BPJ,CRJ,CXJ,LXJ,WFJ	\$ 403.00	\$ 423.15	\$ 444.31
Click2Gov Citizen Request Tracking	\$ 1,058.20	\$ 1,111.11	\$ 1,166.67
Total:	\$ 28,401.90	\$ 29,822.00	\$ 31,313.09

Quarterly Improvements fees are due thirty (30) days prior to the commencement of the associated quarter during the Contract Year for which such fees are being remitted.

- Annual Improvements fees during each Contract Year indicated for associated Component System (Electronic Learning Pass(HELP)) are as follows:

Application	Annual Fee 10/1/12-9/30/13	Annual Fee 10/1/13-9/30/14	Annual Fee 10/1/14-9/30/15
Electronic Learning Pass (HELP) Card-LF	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
Total:	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00

Annual Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted.

Maintenance fees for third-party applications: Contractor will invoice, and City will pay, annual maintenance fees for third-party provided products as follows:

- Quarterly Third-party maintenance fees during the Contract Year for the associated products are as follows:

Application	Quarterly Fee 10/1/12-9/30/13	Quarterly Fee 10/1/13-9/30/14	Quarterly Fee 10/1/14-9/30/15
GTG Looking Glass Viewer Web	\$ 660.44	\$ 693.46	\$ 728.13
GTG GIS Software	\$ 715.95	\$ 751.75	\$ 789.34
Looking Glass - Centralized Address Manager	\$ 536.97	\$ 563.82	\$ 592.01
Total:	\$ 1,913.36	\$ 2,009.03	\$ 2,109.48

Quarterly third-party maintenance fees are due thirty (30) days prior to the commencement of the associated quarter during the annual maintenance term for which such fees are being remitted.

Third party hardware/software maintenance will be provided by the third party hardware and software manufacturer(s). Contractor makes no representations as to expected performance, suitability, or the satisfaction of City's requirements with respect to the hardware or other third party products specified herein.

	Cost Summary		
	Contract Year beginning 10/1/2012	Contract Year beginning 10/1/2013	Contract Year beginning 10/1/2014
SunGard Public Sector Maintenance fees	\$ 118,407.60	\$ 124,087.98	\$ 130,052.38
Third-Party maintenance fees	\$ 7,653.44	\$ 8,036.11	\$ 8,437.91
Total:	\$ 126,061.04	\$ 132,124.09	\$ 138,490.29

NOTE: The above costs broken down on a per application basis are as follows:

Application	Annual Fee 10/1/12-9/30/13	Annual Fee 10/1/13-9/30/14	Annual Fee 10/1/14-9/30/15
QRep End User	\$ 1,285.44	\$ 1,349.71	\$ 1,417.20
QRep Administrator	\$ 321.36	\$ 337.43	\$ 354.30
QRep End User	\$ 1,928.16	\$ 2,024.57	\$ 2,125.80
Retrofit Modification Option	\$ 3,300.00	\$ 3,465.00	\$ 3,638.25
QRep Administrator	\$ 642.72	\$ 674.86	\$ 708.60
QRep End User	\$ 642.72	\$ 674.86	\$ 708.60
BP Voice Response Selectron	\$ 1,799.20	\$ 1,889.16	\$ 1,983.62
Click2Gov Core Module	\$ 1,367.60	\$ 1,435.98	\$ 1,507.78
Click2Gov Building Permits	\$ 3,796.00	\$ 3,985.80	\$ 4,185.09
Click2Gov BP Wireless	\$ 2,943.20	\$ 3,090.36	\$ 3,244.88
CIS Voice Response Selectron	\$ 1,929.20	\$ 2,025.66	\$ 2,126.94
Delinquency Call Out Listing Interface	\$ 634.40	\$ 666.12	\$ 699.43
CIX IVR Credit Card Interface	\$ 634.40	\$ 666.12	\$ 699.43
NAVI - Building Permits	\$ 10,051.60	\$ 10,554.18	\$ 11,081.89
NAVI - Code Enforcement	\$ 6,120.40	\$ 6,426.42	\$ 6,747.74
NAVI - Cash Receipts	\$ 5,876.00	\$ 6,169.80	\$ 6,478.29
NAVI - Customer Information Systems	\$ 27,820.00	\$ 29,211.00	\$ 30,671.55
NAVI - Contact Management	\$ 12,230.40	\$ 12,841.92	\$ 13,484.02
NAVI - DMS - Document Management Services	\$ 1,055.60	\$ 1,108.38	\$ 1,163.80
NAVI - Land/Parcel Management	\$ 6,229.60	\$ 6,541.08	\$ 6,868.13
NAVI - WorkOrders/Fac Mgmt.	\$ 17,154.80	\$ 18,012.54	\$ 18,913.17
QRep Catalogs for BPJ,CRJ,CXJ,LXJ,WFJ	\$ 1,612.00	\$ 1,692.60	\$ 1,777.23
Click2Gov Citizen Request Tracking	\$ 4,232.80	\$ 4,444.44	\$ 4,666.66
GTG Looking Glass Viewer Web	\$ 2,641.74	\$ 2,773.83	\$ 2,912.52
GTG GIS Software	\$ 2,863.81	\$ 3,007.00	\$ 3,157.35
Looking Glass - Centralized Address Manager	\$ 2,147.88	\$ 2,255.27	\$ 2,368.04
Electronic Learning Pass (HELP) Card-LF	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
Total:	\$ 126,061.04	\$ 132,124.09	\$ 138,490.29

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT B, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CITY.

Code	Customer	Contract #	Application	Tier Criteria	Basis Value	Annual Fee	City Fee								
PLAN 2115LG	City of Plano	20030919	QRep End User	Number of Units	4	1,248.00	312.00	1,285.44	321.36	1,349.71	337.43	1,417.20	354.30	1,485.69	371.17
PLAN 2115LG	City of Plano	9712054	QRep Administrator	Number of Units	1	312.00	78.00	321.36	80.34	337.43	84.86	354.30	88.57	371.17	92.28
PLAN 2115LG	City of Plano	9712054	QRep End User	Number of Units	6	1,872.00	468.00	1,928.16	482.04	2,024.57	508.14	2,125.80	531.45	2,229.25	558.76
PLAN 2115LG	City of Plano	9712054	Refroid Modification Option	Number of Modifications	33	3,300.00	825.00	3,300.00	825.00	3,485.00	871.25	3,680.25	909.56	3,885.50	938.87
PLAN 2115LG	City of Plano	9903940	QRep Administrator	Number of Units	2	624.00	156.00	642.72	160.68	674.88	168.71	708.60	177.15	742.32	185.58
PLAN 2115LG	City of Plano	20020140	BP Voice Response Selection	Number of Units	2	624.00	156.00	642.72	160.68	674.88	168.71	708.60	177.15	742.32	185.58
PLAN 2115LG	City of Plano	20030243	GTG Looking Glass Viewer Web	Number of Units	20	2,564.80	641.20	2,641.74	660.44	2,773.83	693.46	2,912.52	728.13	3,058.41	762.84
PLAN 2115LG	City of Plano	20030333	Click2Gov Core Module	Flat Fee	N/A	1,367.60	341.90	1,367.60	341.90	1,435.88	359.00	1,507.78	376.94	1,581.76	395.88
PLAN 2115LG	City of Plano	20030333	Click2Gov Building Permits	Number of Permits	15	3,785.00	946.00	3,785.00	946.00	3,985.00	996.45	4,185.00	1,046.27	4,385.00	1,106.72
PLAN 2115LG	City of Plano	20041198	Click2Gov BP Wireless	Number of Permits	18,148	2,943.20	735.80	2,943.20	735.80	3,090.36	772.59	3,244.88	811.22	3,399.40	859.85
PLAN 2115LG	City of Plano	20051487	GIS Voice Response Selection	Flat Fee	N/A	2,780.40	695.10	2,863.81	715.95	3,007.00	751.75	3,157.35	799.34	3,307.70	846.93
PLAN 2115LG	City of Plano	20051497	Delinquency Call Out Using Interface	Flat Fee	N/A	1,828.20	462.30	1,929.20	482.30	2,025.68	506.42	2,126.94	531.74	2,228.42	557.16
PLAN 2115LG	City of Plano	20051497	GIS V/R Credit Card Interface	Flat Fee	N/A	634.40	158.60	634.40	158.60	668.12	168.53	699.43	174.88	730.74	185.23
PLAN 2115LG	City of Plano	20061220	NAVI - Building Permits	Number of Permits	18,148	10,051.60	2,512.90	10,051.60	2,512.90	10,554.18	2,638.55	11,061.89	2,770.47	11,574.36	2,902.36
PLAN 2115LG	City of Plano	20061220	NAVI - Code Enforcement	Number of Cases	17,127	6,120.80	1,530.10	6,120.80	1,530.10	6,426.42	1,608.61	6,747.74	1,686.94	7,074.66	1,767.89
PLAN 2115LG	City of Plano	20061220	NAVI - Case Receivables	Operating Budget	242	5,876.00	1,469.00	5,876.00	1,469.00	6,169.80	1,542.45	6,476.29	1,619.57	6,787.78	1,697.89
PLAN 2115LG	City of Plano	20061220	NAVI - Customer Information Systems	Number of Accounts	69,380	27,820.00	6,955.00	27,820.00	6,955.00	29,211.00	7,302.75	30,871.55	7,667.89	32,541.00	8,039.04
PLAN 2115LG	City of Plano	20061220	NAVI - Contract Management	Population	231,000	12,230.40	3,057.60	12,230.40	3,057.60	12,841.92	3,210.48	13,484.02	3,371.00	14,139.50	3,531.58
PLAN 2115LG	City of Plano	20061220	NAVI - Document Management Services	Flat Fee	N/A	1,056.80	265.90	1,056.80	265.90	1,108.38	277.10	1,163.80	289.65	1,219.22	301.92
PLAN 2115LG	City of Plano	20061220	NAVI - Land/Parcel Management	Population	231,000	6,229.80	1,557.40	6,229.80	1,557.40	6,541.08	1,635.27	6,868.13	1,717.03	7,194.18	1,798.78
PLAN 2115LG	City of Plano	20061220	NAVI - WorkOrders/Fac Maint	Operating Budget	242	17,154.80	4,288.70	17,154.80	4,288.70	18,012.54	4,503.14	18,913.17	4,728.28	19,816.91	4,952.62
PLAN 2115LG	City of Plano	20061220	QRep Catalogs for BP, CRJ, CXL, LXL, WFL	Number of Units	5	1,612.00	403.00	1,612.00	403.00	1,692.60	423.15	1,777.23	444.31	1,862.86	465.71
PLAN 2115LG	City of Plano	20061220	QRep Citizen Request Tracking	Population	231,000	4,232.80	1,058.20	4,232.80	1,058.20	4,444.44	1,111.11	4,686.68	1,166.67	4,938.91	1,222.22
PLAN 2115LG	City of Plano	070441	Looking Glass - Centralized Address Manager	Flat Fee	N/A	2,085.32	521.33	2,147.98	538.97	2,255.27	563.82	2,368.04	589.01	2,480.31	614.28
Total						120,897.72	30,224.43	121,261.04	30,315.28	127,324.08	31,831.02	133,690.28	33,422.57	139,912.85	34,945.15

Code	Customer	Contract #	Application	Tier Criteria	Basis Value	Annual Fee	City Fee						
PLAN 2115LG	City of Plano	20061220	Electronic Learning Pass (ELP) Card-LF	Flat Fee	N/A	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00
Total						4,800.00							

Note: Retrofit Modifications are subject to change.
 A 3% Increase has been applied to the Third Party Orop applications.
 Note: Party Orop applications.
 The increases for 2013 & 2014 have not been established. They are applied an estimated 8% increase for budgetary purposes. Once the increases have been determined we will adjust the fees.
 Note:

8/7/12 Prepared by JB
 8/7/12 Sent to Amy Powell

INSURANCE REQUIREMENTS

1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
- 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
 - 1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

2.1 Commercial General Liability. Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10** or the equivalent.

2.1.3 Limits of Insurance

2.1.3.1 \$1,000,000 Per Occurrence

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1 List each insurers' NAIC Number or FEIN

- 3.5.2 List **contract number, project name**/number, name of event, location (building name, building address, etc.), date(s) of event or service being performed
- 3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City
- 3.5.4 Specifically list reference to all endorsements required herein
- 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
- 3.5.6 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section

AGENCY CUSTOMER ID: 669365

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED SUNGARD DATA SYSTEMS INC., ITS COMPANIES AND SUBSIDIARIES 680 E. SWEDESFORD ROAD WAYNE, PA 19087
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Automobile Liability
Policy Covers
AUTO PHYSICAL DAMAGE : Y
Limits
COMP/COLLISION HIRED PPT, LT TRUCK, OTHER : 3,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

This endorsement is executed by the **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-631-508221-042

Audit Basis

Issued To

Countersigned by _____

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

LN 20 01 06 05

EXHIBIT C
PAGE 6 OF 6



**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:		10/8/12		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the hiring of an Assistant City Attorney II by the City Attorney; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
2012-2013	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
FISCAL YEAR:				
Budget	0	89,001	0	89,001
Encumbered/Expended Amount	0	0	0	0
This Item	0	-89,001	0	-89,001
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Funding for this item, in the amount of \$89,001 (including benefits), is included in the approved 2012-13 Budget. This position does not increase the number of authorized positions in Legal. City Charter authorizes the hiring of attorneys with the approval of the City Council.				
STRATEGIC PLAN GOAL: The hiring of an Assistant City Attorney II meets the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Approving the hiring of an Assistant City Attorney - Marcin Zakrocki. Mr. Zakrocki will be an Assistant City Attorney II and will be the primary prosecutor in Municipal Court. He is formerly an Assistant District Attorney in Hunt County, Texas.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the hiring of an Assistant City Attorney II by the City Attorney; and providing an effective date.

WHEREAS, Section 4.05 of the City Charter of the City of Plano gives the City Attorney the authority to select attorneys, with the approval of the City Council, to represent the City in all litigation and to advise city departments and boards; and

WHEREAS, the City Attorney has selected Marcin Zakrocki to be hired as an Assistant City Attorney II and is requesting the City Council's approval of same.

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

Section I. The City Council approves of the hiring by the City Attorney of Marcin Zakrocki as Assistant City Attorney II, such approval to be effective with the date of his employment and compliance with all prescreening requirements.

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

DULY PASSED AND APPROVED this the 8th day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/8/12		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the use of contract and volunteer attorneys for prosecution services by and under the direction of the City Attorney; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	121,247	0	121,247
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	121,247	0	121,247
FUND(S): GENERAL FUND				
COMMENTS: Funds are included in the approved 2012-13 Budget. Any costs associated with this item are underterminable at this time. Once determined, all costs will be covered under Contract Labor in the Legal Department.				
STRATEGIC PLAN GOAL: Using contract and volunteer attorneys for prosecution services relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The Code of Criminal Procedure requires that the prosecution of cases in Municipal Court be conducted by the City Attorney or Deputy City Attorney. In addition to the currently employed assistant attorneys, there has been a "loaner attorney program" where attorneys from a private law firm volunteer in order to gain trial experience. Their service is under the supervision of the City Attorney's Office. Contract attorneys are used intermittently when needed due to a vacancy in the City Attorney's Office. This Resolution recognizes that both volunteer and contract attorneys shall be deemed deputy attorneys for purposes of Article 45.201 of the Texas Code of Criminal Procedure.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the use of contract and volunteer attorneys for prosecution services by and under the direction of the City Attorney; and providing an effective date.

WHEREAS, Section 4.05 of the City Charter of the City of Plano gives the City Attorney the authority to select attorneys, with the approval of the City Council, to represent the City in all litigation and to advise city departments and boards; and

WHEREAS, under the supervision of an assistant city attorney, volunteer attorneys from law firms have assisted the City in prosecution services to the mutual benefit and satisfaction of both the City and the law firms; and

WHEREAS, due to attrition or other circumstances, the City Attorney may also contract for prosecution services that are provided under her direction and control; and

WHEREAS, Article 45.201 of the Texas Code of Criminal Procedure requires that those who prosecute cases in a municipal court be a city attorney or deputy city attorney; and

WHEREAS, the Council finds that the use of volunteer and contract attorneys as described above serves the public welfare.

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

Section I. The City Council approves of volunteer attorneys as part of a training program for prosecution services and contract attorneys to provide assistance, when needed, in municipal court as long as the attorneys serve under the control and direction of the City Attorney or her authorized designee. Attorneys who have served or will serve in either capacity shall be deemed to be acting as deputy attorneys in accordance with Article 45.201 of the Texas Code of Criminal Procedure, as the same may be amended.

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

DULY PASSED AND APPROVED this the 8th day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10/08/2012			
Department:		Library Administration			
Department Head		Cathy Ziegler			
Agenda Coordinator (include phone #): Jeanne Argomaniz (4327)					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of downloadable content (ebooks, music, video, and e-audio library materials) with Kindle functionality in an amount not to exceed the sum of One Hundred Fifty Thousand and 00/Dollars (\$150,000) from OverDrive, Inc., the sole source provider of such library materials; and authorizing its execution by the City Manager or his authorized designee to execute all necessary documents to effectuate the purchase; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	FY 2012-2013	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	1,186,500	0	1,186,500
Encumbered/Expended Amount		0	0	0	0
This Item		0	-150,000	0	-150,000
BALANCE		0	1,036,500	0	1,036,500
FUND(S): GENERAL FUND					
<p>COMMENTS: Funds are included in the FY 2012-13 adopted budget to purchase ebooks, music, video, and e-audio library materials for the City of Plano Public Library System. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing downloadable contents for the Plano Public Library System relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Approval of this purchase from OverDrive, Inc. is requested in the amount of \$150,000 for the purchase of downloadable content (ebooks, music, video and e-audio library materials) with Kindle functionality.					
Overdrive, Inc. is the sole source provider of such downloadable materials. 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		
Memo Julie Torstad, 9.12.12 Sole Source Letter, 9.7.12 Affidavit of No Prohibited Interest, 1.10.12					



City of Plano
Library Technical Services
2501 Coit Road
Plano, TX 75075
Phone: 972.769-4237

Memorandum

Date: September 12, 2012

To: Cathy Ziegler, Director of Libraries

From: Julie Torstad, Library Technical Services Manager

Subject: City Council Approval for OverDrive, Inc.

Please request City Council approval to spend approximately \$150,000 with OverDrive, Inc., a sole source provider of content (e-books, music, video and e-audio library materials) for OverDrive platform, our current downloadable format vendor. Funds will be taken from 01-682-8441 and 01.682.6203.

September 7, 2012

Julie Torstad
Plano Public Library System
2501 Coit Road
Plano, TX 75075

RE: OverDrive as a sole source provider

Dear Ms. Torstad:

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

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
- Control for the library to set digital book lending policies and manage access and usage of materials
- Download eBooks capable of operating on portable devices such as iPads, Blackberrys and Smartphones, as well as on all generations of the Amazon Kindle
- OverDrive Media Console for Windows and MACs, a single integrated desktop client software application for use of download audiobooks, music and video
- Download audiobooks and music with accessibility features for the blind and visually impaired
- Download audiobooks and music divided in parts, some with permissions for patrons to burn to standard CD
- OverDrive MP3 Audiobooks compatible with MAC/OS, iPods and other Apple devices
- Digital audio and eBook materials from Pottermore, Books on Tape, Random House, Hachette, HarperCollins, Weston Woods, Phoenix Audio and other publishers only available from OverDrive
- Download video materials including documentaries, travelogues, feature films and concerts for use with the same integrated desktop client that supports audiobook and music titles

As a result of the combination of the above referenced items as well as OverDrive's patents, copyrights and secret processes, OverDrive is the only vendor to offer these services and materials and we have enjoyed adoption and success as the sole source supplier of the foregoing to many leading public libraries around the world. Please do not hesitate to contact me for further information.

Very truly yours,



Steve Potash, CEO
OverDrive, Inc.
spotash@overdrive.com
(216) 573-6886 ext. 201



Schedule "C"
AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

OverDrive, Inc.
Company Name

By: 
Signature

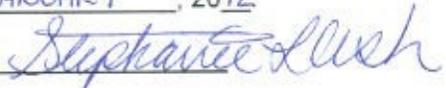
Erica Lazzaro
Print Name

General Counsel
Title

January 10, 2012
Date

STATE OF OHIO §
 §
COUNTY OF CUYAHOGA §

SUBSCRIBED AND SWORN TO before me this 10TH day of JANUARY, 2012

STEPHANIE L. ASH 
Notary Public, State of Ohio



STEPHANIE L. ASH
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

A Resolution of the City Council of the City of Plano, Texas, authorizing the purchase of downloadable content (ebooks, music, video, and e-audio library materials) with Kindle functionality in an amount not to exceed the sum of One Hundred Fifty Thousand and 00/Dollars (\$150,000) from OverDrive, Inc., the sole source provider of such library materials and authorizing its execution by the City Manager or his authorized designee to execute all necessary documents to effectuate the purchase; and providing an effective date.

WHEREAS, the City of Plano, Texas desires to purchase from OverDrive, Inc. downloadable content (ebooks, music, video, and e-audio library materials) with Kindle functionality for the City of Plano, Plano Public Library System; and

WHEREAS, OverDrive, Inc. is the sole source provider of downloadable content (ebooks, music, video, and e-audio library materials) with Kindle functionality; and

WHEREAS, the City Council of the City of Plano, Texas, finds that the public's best interest is served by authorizing the purchase of downloadable content, (ebooks, music, video and e-audio library materials) with Kindle functionality not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/DOLLARS (\$150,000)**; and

WHEREAS, the City Council is of the opinion that these downloadable content (ebooks, music, video and e-audio library materials) with Kindle functionality are available only from one source, OverDrive, Inc., and therefore the purchase is exempt from competitive bid as provided for in V.T.C.A., Local Government Code, Section 252.022 (a) (7); and

WHEREAS, upon full review and consideration of the proposed purchase and all matters attendant and related thereto, the City Council is of the opinion that the purchase should be approved, and that the City Manager or his authorized designee should be authorized to take such action and execute such documents as necessary to effectuate the purchase.

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

Section I. The City Council hereby finds and determines OverDrive, Inc., is the sole source provider for the downloadable content (ebooks, music, video and e-audio library materials) with Kindle functionality and said purchase is exempt from competitive bid as provided for in V.T.C.A., Local Government Code, Section 252.022 (a) (7).

Section II. The City Manager or his authorized designee is hereby authorized to take such action and execute such documents with OverDrive, Inc., the sole source provider, as necessary to effectuate the purchase of downloadable content (ebooks, music, video and e-audio library materials) with Kindle functionality in the amount of **ONE HUNDRED FIFTY THOUSAND AND 00/DOLLARS (\$150,000)**.

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

DULY PASSED AND APPROVED this the 8th day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

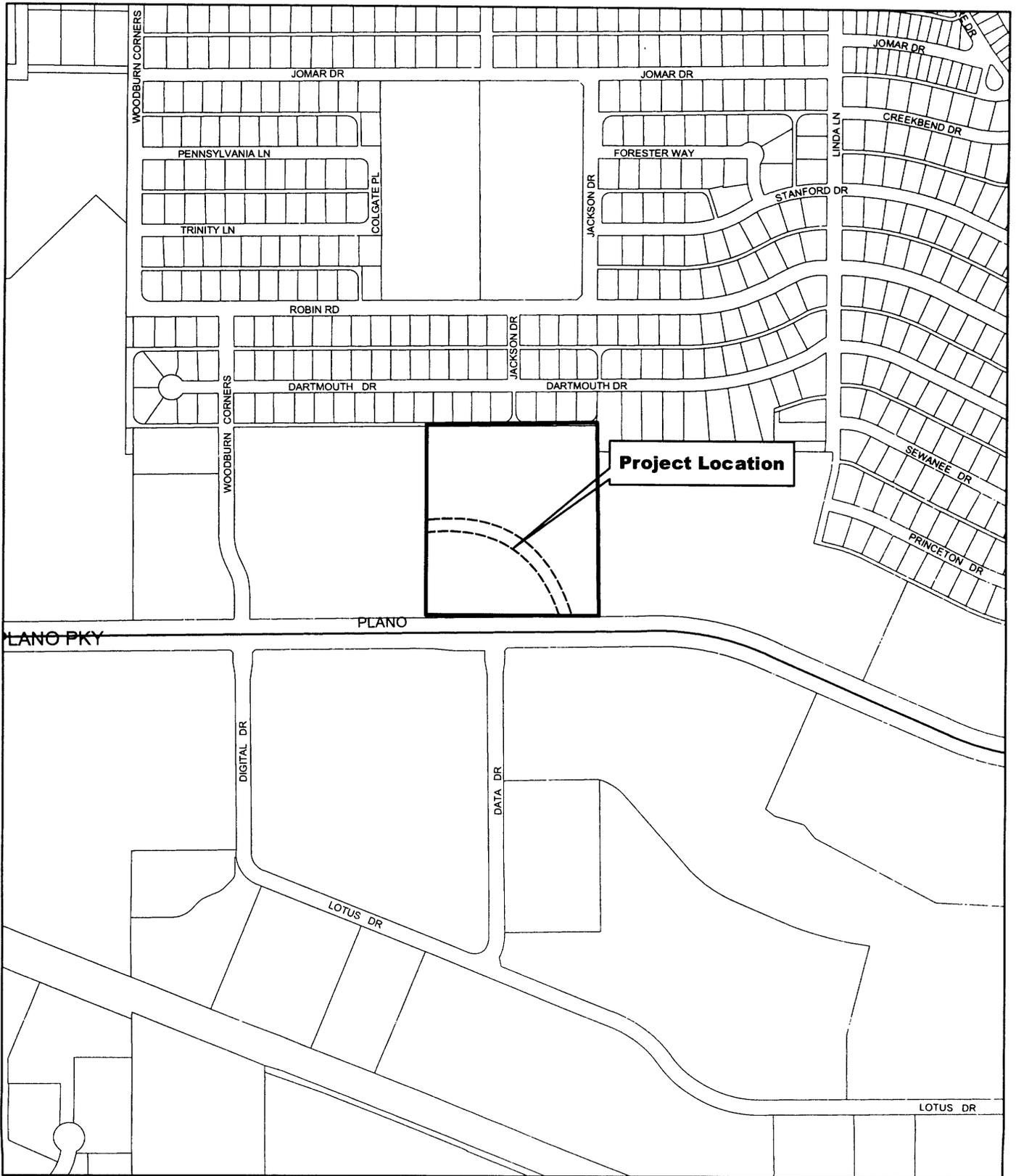
Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10/8/12			
Department:	Public Works				
Department Head	Gerald Cosgrove				
Agenda Coordinator (include phone #): Kathleen Schonne X-7198					
CAPTION					
<p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to that certain 85' Drainage Easement recorded in Volume 1857, Page 841, and a certain 80' Drainage Easement recorded in Volume 1435, Page 485, and Volume 1130, Page 658 of the Deed Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, ASBURY AUTOMOTIVE TEXAS REAL ESTATE HOLDINGS, L.L.C, to the extent of its interest; authorizing the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2012-2013	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): N/A					
COMMENTS: This item has no fiscal impact.					
STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to the easements relates to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
The 85' and 80' Drainage Easements are no longer needed. A replacement easement is already in place, being the 53' drainage easement dedicated on the Final Plat of the property.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map			N/A		
Ordinance					

Easement Abandonment



Location Map

An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to that certain 85' Drainage Easement recorded in Volume 1857, Page 841, and a certain 80' Drainage Easement recorded in Volume 1435, Page 485, and Volume 1130, Page 658 of the Deed Records of Collin County, Texas and being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, ASBURY AUTOMOTIVE TEXAS REAL ESTATE HOLDINGS, L.L.C, to the extent of its interest; authorizing the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to that certain 85' Drainage Easement recorded in Volume 1857, Page 841, and a certain 80' Drainage Easement recorded in Volume 1435, Page 485, and Volume 1130, Page 658 of the Deed Records of Collin County, Texas (hereinafter called "Easements") being situated in the Martha McBride Survey, Abstract No. 553, which are located within the city limits of Plano, Collin County, Texas, and which are more particularly described in Exhibit "C-1" and "C-2" attached hereto and incorporated herein by reference; and

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

WHEREAS, the Public Works Department has determined that there will be no detrimental effect on the City if the Easements are abandoned and quitclaimed to the abutting Property Owner; and has advised that the Easements should be abandoned;

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

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

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

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

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

DULY PASSED AND APPROVED this the 8th day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

PETITION FOR ABANDONMENT

[For Easement Abandonment]

The undersigned, (hereinafter "Owner"), being the owner of real property ("Property") burdened by the easements described in paragraph 1 below (hereinafter called "Easements"), such Property being more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easements.

1. The Owner is requesting the abandonment of the Easements for the following reasons:

A prior owner of the Property dedicated the replacement fifty-three (53) foot drainage easement which is depicted on that certain Final Plat of P.P.I.G. Subdivision, an Addition to the City of Plano, as recorded in Book F, Page 87, Map Records of Collin County, Texas.

Due to the dedication of the 53' drainage easement, the Easements are no longer required. The recording information for the Easements which Owner is seeking to have abandoned is as follows:

- a. **Easement for Drainage Improvements created in instrument executed by The Board of Regents of The University of Texas Systems to the City of Plano, dated May 14, 1981, filed September 30, 1981, recorded in Volume 1435, Page 485, Deed Records, Collin County, Texas. This easement was given and granted in lieu of, and to correct, and to rescind and release, that certain Drainage Easement granted by The Board of Regents of The University of Texas Systems to the City of Plano by Grant dated August 25, 1978, recorded in Volume 1130, Page 658, Deed Records, Collin County, Texas.**
- b. **Easement for Slope, Drainage & Culvert purposes created in instrument executed by Folsom Investments, Inc. to Conterra Associates and the City of Plano, dated February 28, 1984, filed March 29, 1984, recorded in Volume 1857, Page 841, Deed Records, Collin County, Texas.**

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

An open drainage channel was replaced by an underground storm sewer system.

3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owner agrees to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owner shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owner, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. If the Owner is providing a replacement easement for the Easements requested to be abandoned herein, Owner will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as **Exhibit "B-1"**.

N/A; replacement easement is already in place (see no. 2 above).

5. The Owner hereby represents and affirms to the City that, to the best of its knowledge, no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.
6. The Owner further agrees to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.
7. The Owner understands and agrees that the abandonment is in the sole discretion of the Plano City Council.
8. The Owner also understands and agrees that the Easement will be abandoned to the owners in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

NOT APPLICABLE; to the best of Owner's knowledge, the easements being sought to be abandoned affect only the Owner's property and, to the best of Owner's knowledge, the abutting owners are not burdened or benefitted by the easements which the Owner is seeking to have abandoned.

8. Owner shall also prepare maps or drawings showing the Easements to be abandoned along with a designation of all abutting property owners. These

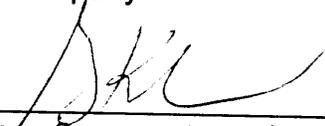
maps or drawings, together with separate field note descriptions for each Easement to be released shall be attached hereto and incorporated herein as **Exhibit "C-1" and Exhibit "C-2"**.

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

[Owner's signature appears on next page]

ASBURY AUTOMOTIVE TEXAS REAL ESTATE HOLDINGS L.L.C., a Delaware limited liability company

By:


Name: George Karolis

Title: Vice President

2905 Premiere Parkway; Suite 300
Duluth, Georgia 30096

Dated: 9-19-12

Contact Person for Property Owner:

Name: Jonathan Burnham

Development/Real Estate Analyst, Asbury
Automotive Group

Phone No: (770) 418-8229

FOR DEPARTMENTAL USE ONLY

The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Easement consists of streets or alleys, owned in fee or used by easement;
- The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- The Easement contains land that the City wants to have developed by an independent foundation;
- The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.



Public Works Department
City of Plano, Texas

Exhibit "A-1"

Metes and Bounds Description of Owner's Property

BEING situated in the Martha McBride Survey, Abstract No. 553, Collin County, Texas, and being all of Lot 1, Block 1 of P.P.I.G. Subdivision, an addition to the City of Plano, Texas according to the map thereof recorded in Volume F, Page 87, Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a set 1/2 inch iron rod in the Northerly line of Plano Parkway (a 120 foot right-of-way), said point being the Southwest corner of said Lot 1, and said point being the Southeast corner of a tract of land conveyed to ASG Parkway Assoc. and John W. Pettey by deed recorded in Volume 1905, Page 229, Deed Records of Collin County, Texas, and said point being North 89 degrees 42 minutes 30 seconds East, with the Northerly line of Plano Parkway, a distance of 672.68 feet from the Easterly point of a corner clip at the intersection of the Northerly line of Plano Parkway with the Easterly line of Woodburn Corners;

THENCE North 00 degrees 12 minutes 06 seconds West, with the Westerly line of said Lot 1 and the Easterly line of the said ASG Parkway Assoc. and John W. Pettey tract, a distance of 753.66 feet to a set 1/2 inch iron rod for a corner in the Southerly line of a 15.0 foot alley right-of-way dedicated by the map of Woodburn Estates, Phase II, an addition to the City of Plano, Texas, according to the map thereof recorded in Volume F, Page 26, Map Records of Collin County, Texas, and said point the Northwest corner of said Lot 1;

THENCE North 89 degrees 52 minutes 00 seconds East, with the Southerly line of said alley and the Northerly line of said Lot 1, a distance of 673.05 feet to a set 1/2 inch iron rod for a corner, said point being the Northeast corner of said Lot 1 and the Northwest corner of the remainder tract of land conveyed to Lloyd B. Sands by deed recorded in Volume 525, Page 270, Deed Records of Collin County, Texas;

THENCE South 00 degrees 18 minutes 00 seconds West, with the Westerly line of the said Sands tract and the Easterly line of said Lot 1, a distance of 104.65 feet to a set 1/2 inch iron rod for an angle point;

THENCE South 00 degrees 12 minutes 06 seconds East, continuing with the Westerly line of the said Sands tract and the easterly line of said Lot 1, a distance of 647.15 feet to a point at the corner of a brick column for a corner in the Northerly line of said Plano Parkway, said point the Southeast corner of said Lot 1;

THENCE South 89 degrees 42 minutes 30 seconds West, with the Northerly line of said Plano Parkway, a distance of 672.13 feet to the POINT OF BEGINNING and Containing 505,984 square feet or 11.6158 acres of land, more or less.

Exhibit "B-1"

Metes and Bounds Description of Replacement Easement

N/A; Replacement Easement is already in place, being the 53' drainage easement dedicated on Final Plat of P.P.I.G. Subdivision, an Addition to the City of Plano, as recorded in Book F, Page 87, Map Records of Collin County, Texas.

EXHIBIT "C-1"

85 FOOT DRAINAGE EASEMENT ABANDONMENT
PART OF LOT 1, BLOCK 1, P. P. I. G. SUBDIVISION
MARTHA McBRIDE SURVEY, ABSTRACT NO. 553
CITY OF PLANO, COLLIN COUNTY, TEXAS

Being a tract of land situated in the Martha McBride Survey, Abstract No. 553, Plano, Collin County, Texas and being part of Lot 1, Block 1 of P.P.I.G Subdivision, an addition to the City of Plano, Collin County, Texas according to the map thereof recorded in Volume F, Page 87, Map Records of Collin County, Texas, said tract of land conveyed to Asbury Automotive Texas Real Estate Holdings, LLC, by deed recorded in County Clerk File Number 20120517000579600, Deed Records of Collin County, Texas, and said tract being an 85 foot drainage easement granted to the City of Plano by document recorded in Volume 1857, Page 841, Deed Records of Collin County, Texas, and being more particularly described as follows;

COMMENCING at a found monument for a corner in the north line of Plano Parkway (a 120 foot right of way), said point being the southwest corner of said Lot 1 and the southeast corner of a tract of land conveyed to DSC Telecom, LP by deed recorded in Volume 3930, Page 826, Deed Records of Collin County, Texas, said point being N 89°42'30" E, a distance of 673.61 feet from the east corner of a right of way corner clip at the intersection of the north line of Plano Parkway with the east line of Woodburn Corners; Thence, N 00°12'06" W, departing the north line of Plano Parkway and with the west line of said Lot 1 and the east line of the said DSC Telecom, LP tract, a distance of 289.81 feet to the Point of Beginning of the herein described tract, said point being the southwest corner of the said easement tract;

THENCE N 00°12'06" W, continuing with the west line of said Lot 1 and the east line of the said DSC Telecom, LP tract, a distance of 85.05 feet to point for a corner, said point being the northwest corner of the said easement tract and said point the beginning of a non-tangent curve to the right with a central angle of 02°33'08", a radius of 807.50 feet, a chord bearing of S 87°00'07" E and a chord distance of 35.97 feet;

THENCE, the following courses and distances with the north and northeast line of the said easement tract:

- Southeasterly, along said curve, an arc distance of 35.97 feet to the point of tangency;
- S 85°43'33" E, a distance of 240.87 feet to the beginning of a tangent curve to the right with a central angle of 56°24'11", a radius of 292.50 feet, a chord bearing of S 57°31'27" E and a chord distance of 276.46 feet;
- Southeasterly, along said curve, an arc distance of 287.94 feet to the point of tangency;
- S 29°19'22" E, a distance of 10.91 feet to a point for a corner, said point being the most easterly corner of the said easement tract;

EXHIBIT "C-1" (continued)

85 FOOT DRAINAGE EASEMENT ABANDONMENT
PART OF LOT 1, BLOCK 1, P. P. I. G. SUBDIVISION
MARTHA McBRIDE SURVEY, ABSTRACT NO. 553
CITY OF PLANO, COLLIN COUNTY, TEXAS

THENCE, S 60°40'38" W, with the southeast line of the said easement tract, a distance of 85.00 feet to a point for a corner, said point being the most southerly corner of the said easement tract;

THENCE, the following courses and distances with the southwest and south line of the said easement tract:

- N 29°19'22" W, a distance of 10.91 feet to the beginning of a tangent curve to the left with a central angle of 56°24'11", a radius of 207.50 feet, a chord bearing of N 57°31'27" W and a chord distance of 196.12 feet;
- Northwesterly, along said curve, an arc distance of 204.27 feet to the point of tangency;
- N 85°43'33" W, a distance of 240.87 feet to the beginning of a tangent curve to the left with a central angle of 02°19'33", a radius of 722.50 feet, a chord bearing of N 86°53'19" W and a chord distance of 29.33 feet;
- Northwesterly, along said curve, an arc distance of 29.33 feet to the Point of Beginning and Containing 45,095 square feet or 1.035 acres of land.

(The bearing basis for this survey is a bearing of S 14°42'30" W for the north line of Plano Parkway as indicated on the map of P.P.I.G. Subdivision recorded in Volume F, Page 87, Collin Records of Dallas County, Texas)

(A sketch of even date herewith accompanies this description.)

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from on the ground survey completed April 9, 2012, under the supervision of the undersigned and that the legal description accurately sets out the meets and bounds of the easement abandonment tract described.

Dated: August 15, 2012



L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952



EXHIBIT "C-1"
85' DRAINAGE EASEMENT ABANDONMENT
 LOT 1, BLOCK 1, P.P.I.G SUBDIVISION
 MARTHA McBRIDE SURVEY, ABSTRACT NO. 553
 CITY OF PLANO, COLLIN COUNTY, TEXAS

LEGEND

- FIR Found Iron Rod
- MON Disk in Concrete
-  Easement Abandonment Area

SCALE: 1"=100'



Job #3112
 August 15, 2012

NOTE: SEE SHEET 4 OF 4
 FOR LINE TABLE.

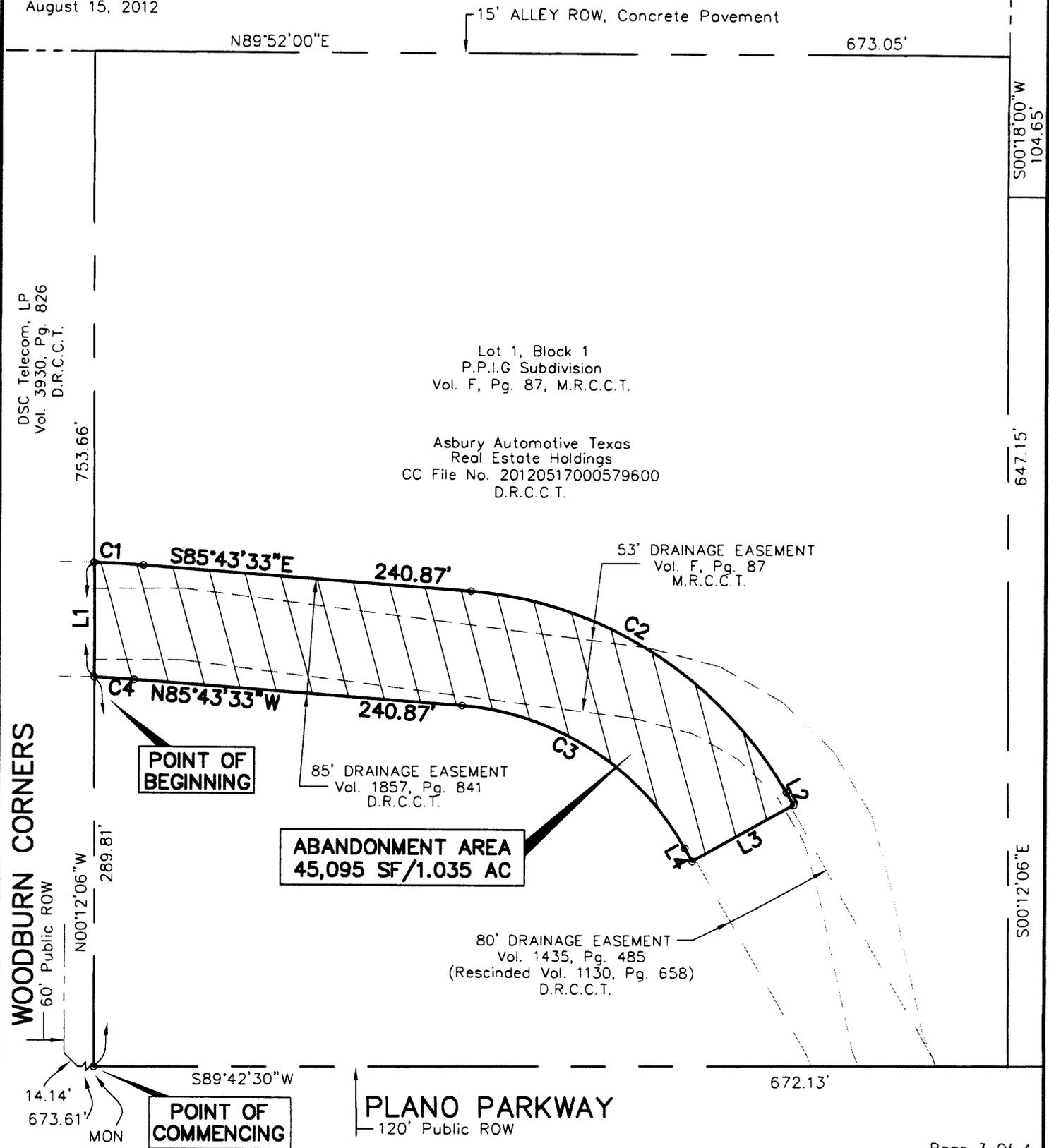


EXHIBIT "C-1"
85' DRAINAGE EASEMENT ABANDONMENT
 LOT 1, BLOCK 1, P.P.I.G SUBDIVISION
 MARTHA McBRIDE SURVEY, ABSTRACT NO. 553
 CITY OF PLANO, COLLIN COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	N00°12'06"W	85.05'
L2	S29°19'22"E	10.91'
L3	S60°40'38"W	85.00'
L4	N29°19'22"W	10.91'

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	02°33'08"	35.97'	807.50'	S87°00'07"W	35.97'
C2	56°24'11"	287.94'	292.50'	S57°31'27"E	276.46'
C3	56°24'11"	204.27'	207.50'	N57°31'27"W	196.12'
C4	02°19'33"	29.33'	722.50'	N86°53'19"W	29.33'

SURVEYORS CERTIFICATE

The undersigned hereby certifies the drawing hereon was prepared from an on the ground survey performed under the supervision of the undersigned and that the drawing hereon sets out the metes and bounds of the abandonment tract described.



L. Lynn Kadleck

 L. Lynn Kadleck

Registered Professional
 Land Surveyor No. 3952

NOTE:

The bearing basis for this survey is a bearing of S 14°42'30" W for the north line of Plano Parkway as indicated on the map of P.P.I.G. Subdivision recorded in Volume F, Page 87, Collin Records of Dallas County, Texas.

A legal description of even date herewith accompanies this sketch.

EXHIBIT "C-2"

80 FOOT DRAINAGE EASEMENT ABANDONMENT
PART OF LOT 1, BLOCK 1, P. P. I. G. SUBDIVISION
MARTHA McBRIDE SURVEY, ABSTRACT NO. 553
CITY OF PLANO, COLLIN COUNTY, TEXAS

Being a tract of land situated in the Martha McBride Survey, Abstract No. 553, Plano, Collin County, Texas and being part of Lot 1, Block 1 of P.P.I.G Subdivision, an addition to the City of Plano, Collin County, Texas according to the map thereof recorded in Volume F, Page 87, Map Records of Collin County, Texas, said tract of land conveyed to Asbury Automotive Texas Real Estate Holdings, LLC, by deed recorded in County Clerk File Number 20120517000579600, Deed Records of Collin County, Texas, and said tract being an 80 foot drainage easement granted to the City of Plano by document recorded in Volume 1435, Page 485, Deed Records of Collin County, Texas, said document rescinded and released the prior easement recorded in Volume 1130, Page 658, Deed Records of Collin County, Texas, and being more particularly described as follows;

COMMENCING at a found monument for a corner in the north line of Plano Parkway (a 120 foot right of way), said point being the southwest corner of said Lot 1 and the southeast corner of a tract of land conveyed to DSC Telecom, LP by deed recorded in Volume 3930, Page 826, Deed Records of Collin County, Texas, said point being N 89°42'30" E, a distance of 673.61 feet from the east corner of a right of way corner clip at the intersection of the north line of Plano Parkway with the east line of Woodburn Corners; Thence, S 89°42'30" E, with the north line of Plano Parkway, a distance of 526.80 feet to the Point of Beginning of the herein described tract, said point being the southwest corner of the said easement tract;

THENCE N 22°30'00" W, departing the north line of Plano Parkway and with the southwest line of the said easement tract, a distance of 8.32 feet to a point for a corner;

THENCE, N29°19'22" W, a distance of 167.80 feet to the point for a corner, said point being the northwest corner of the said easements tract;

THENCE, N 60°40'38" E, with the northwest line of the said easement tract, a distance of 80.00 feet to a point for a corner, said point being the northeast corner of the said easement tract;

THENCE, S 29°19'22" E, with the northeast line of the said easement tract, a distance of 212.00 feet to a point for a corner;

EXHIBIT "C-2" (continued)

80 FOOT DRAINAGE EASEMENT ABANDONMENT
PART OF LOT 1, BLOCK 1, P. P. I. G. SUBDIVISION
MARTHA McBRIDE SURVEY, ABSTRACT NO. 553
CITY OF PLANO, COLLIN COUNTY, TEXAS

THENCE, S 22°30'00" E, continuing with the northeast line of the said easement tract, a distance of 8.33 feet to a point for a corner in the north line of Plano Parkway, said point being the southeast corner of the said easement tract;

THENCE, S 89°42'30" W, with the north line of Plano Parkway, a distance of 91.50 feet to the Point of Beginning and Containing 15,905 square feet or 0.365 acre of land.

(The bearing basis for this survey is a bearing of S 14°42'30" W for the north line of Plano Parkway as indicated on the map of P.P.I.G. Subdivision recorded in Volume F, Page 87, Collin Records of Dallas County, Texas)

(A sketch of even date herewith accompanies this description.)

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from on the ground survey completed April 9, 2012, under the supervision of the undersigned and that the legal description accurately sets out the meets and bounds of the easement abandonment tract described.

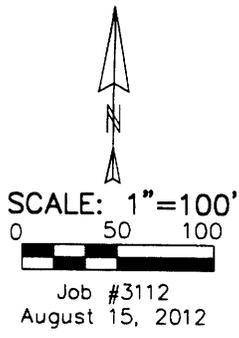
Dated: August 15, 2012



L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952



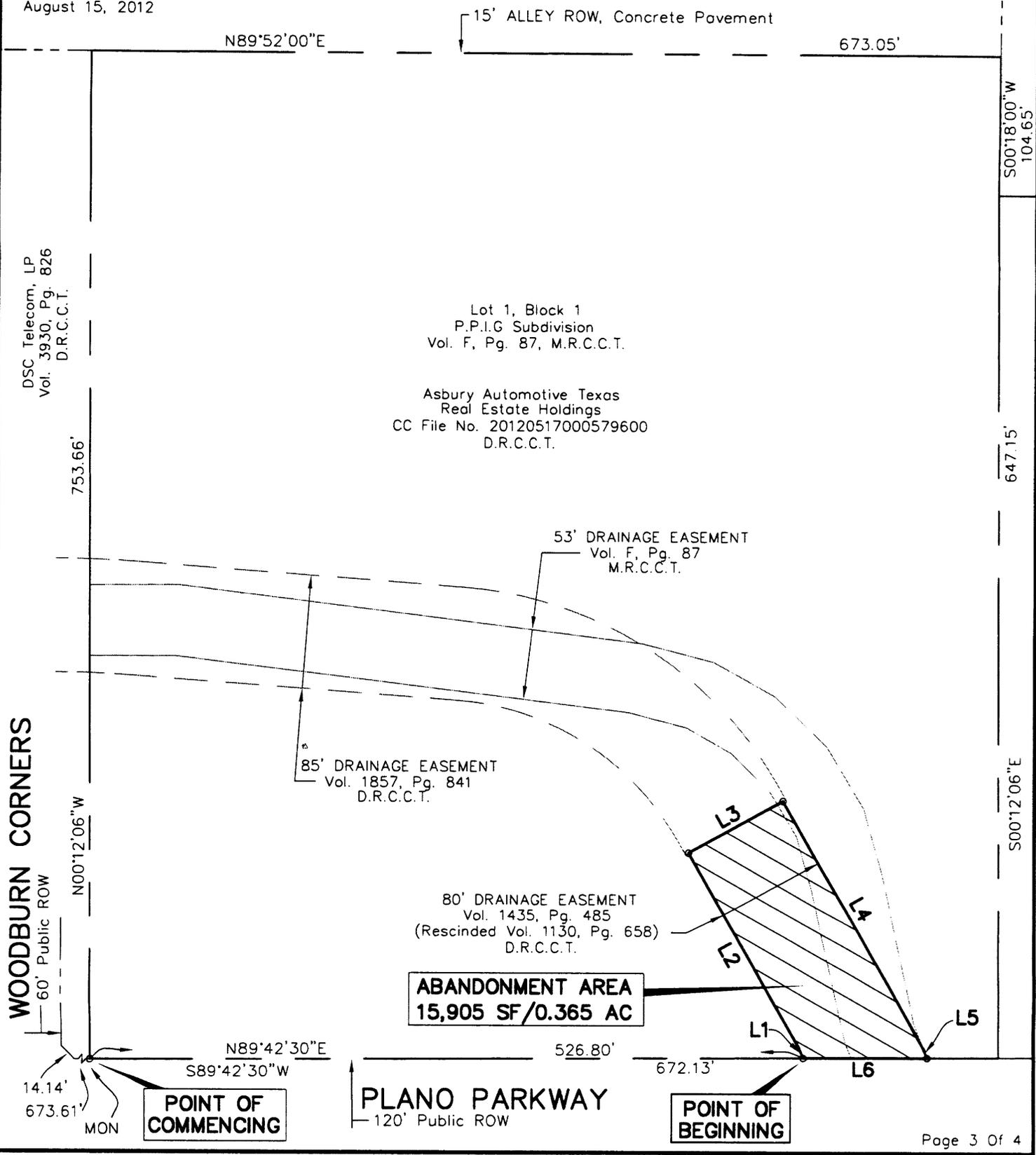
EXHIBIT "C-2"
80' DRAINAGE EASEMENT ABANDONMENT
 LOT 1, BLOCK 1, P.P.I.G SUBDIVISION
 MARTHA McBRIDE SURVEY, ABSTRACT NO. 553
 CITY OF PLANO, COLLIN COUNTY, TEXAS



NOTE: SEE SHEET 4 OF 4
 FOR LINE TABLE.

LEGEND

FIR	Found Iron Rod
MON	Disk in Concrete
	Easement Abandonment Area



Lot 1, Block 1
 P.P.I.G Subdivision
 Vol. F, Pg. 87, M.R.C.C.T.

Asbury Automotive Texas
 Real Estate Holdings
 CC File No. 20120517000579600
 D.R.C.C.T.

ABANDONMENT AREA
15,905 SF / 0.365 AC

POINT OF COMMENCING

POINT OF BEGINNING

EXHIBIT "C-2"

80' DRAINAGE EASEMENT ABANDONMENT
LOT 1, BLOCK 1, P.P.I.G SUBDIVISION
MARTHA McBRIDE SURVEY, ABSTRACT NO. 553
CITY OF PLANO, COLLIN COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	N22°30'00"W	8.32'
L2	N29°19'22"W	167.80'
L3	N60°40'38"E	80.00'
L4	S29°19'22"E	212.00'
L5	S22°30'00"E	8.33'
L6	S89°42'30"W	91.50'

SURVEYORS CERTIFICATE

The undersigned hereby certifies the drawing hereon was prepared from an on the ground survey performed under the supervision of the undersigned and that the drawing hereon sets out the metes and bounds of the abandonment tract described.



L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952

NOTE:

The bearing basis for this survey is a bearing of S 14°42'30" W for the north line of Plano Parkway as indicated on the map of P.P.I.G. Subdivision recorded in Volume F, Page 87, Collin Records of Dallas County, Texas.

A legal description of even date herewith accompanies this sketch.



**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:		10/8/12		
Department:		Human Resources		
Department Head		Jim Parrish		
Agenda Coordinator (include phone #): Billy Bailey (x) 5411				
CAPTION				
<p>An Ordinance of the City of Plano, Texas repealing Ordinance No. 2012-9-30; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
<p>COMMENTS: This item has no fiscal impact. It replaces the existing Ordinance adopted on September 24, 2012, and corrects Section IV, Pay Table 2 of the ordinance regarding Fire Rescue Specialist pay with 96 months, revising to a monthly amount of \$446.</p> <p>STRATEGIC PLAN GOAL: Changes and corrections to the Certification Pay Plan for the Plano Police and Fire Departments relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Changes to assignment pay plan for Plano Fire Department				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2012-9-30; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.

Whereas, on September 24, 2012 by Ordinance No. 2012-9-30, the City Council of the City of Plano, Texas, approved and adopted the certification and assignment pay plans for members of the Fire and Police Departments of the City of Plano; and

Whereas, it is necessary to correct an error relative to a certain assignment pay for Fire Rescue Specialist; and

Whereas, the monthly assignment pay regarding Fire Rescue Specialist assignment pay with 96 months needs to be revised to a monthly amount of \$446; and

Whereas, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desire to revise the Police and Fire Departments certification pay plan; Police and Fire Departments assignment pay plans; and Fire Department preceptor pay plan.

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

Section I. Ordinance No. 2012-9-30 duly passed and approved by the City Council of the City of Plano, Texas on September 24, 2012 is repealed in its entirety effective October 8, 2012.

Section II. In accordance with Section 143.044 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes the following certification pay plan for classified members of the Plano Fire and Police Departments:

Fire Department

Texas Commission on Fire Protection Standards and Education

<u>Basic Certificate</u>	<u>Intermediate</u>	<u>Advanced</u>	<u>Master</u>
-0-	\$60/mo	\$80/mo	\$120/mo

Police Department

Texas Commission on Law Enforcement Standards and Education

<u>Basic Certificate</u>	<u>Intermediate</u>	<u>Advanced</u>	<u>Master</u>
-0-	\$60/mo	\$80/mo	\$120/mo

Section III. Classifications for certification compensation for classified members of the City of Plano Fire and Police Departments are as set forth in Section II above. Advancements within the structure set forth in Section II above shall be allowed as established by the Rules and Regulations formulated by the Texas Commission on Fire Protection Standards and Education (Fire) and the Texas Commission on Law Enforcement Officers' Standards and Education (Police).

Section IV. In accordance with Section 143.042 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes an assignment pay plan which shall be applicable to members of the City of Plano Fire Department who are; (1) certified as an Emergency Medical Technician (EMT) Paramedic by the Texas Department of Public Health, and (2) authorized to practice as a paramedic in the City of Plano EMS System by the Emergency Medical Director for the City of Plano and are assigned such duties by the Fire Chief of the City of Plano. For those that hold the rank of Fire Apparatus Operators (FAO), Lieutenants (LT) and Captains (CAPT), see pay table 1 below. For Fire Rescue Specialists (FRS), see pay table 2 below.

Pay Table 1 (FAO, LT and CAPT)

Years of Service as <u>Assigned Paramedic</u>	Monthly Assignment <u>Pay</u>
<48 months	\$149
48 months	\$186
96 months	\$335
144 months	\$483

Pay Table 2 (FRS)

Years of Service as <u>Assigned Paramedic</u>	Monthly Assignment <u>Pay</u>
<48 months	\$149
48 months	\$297
96 months	\$446
144 months	\$594

Section V. Paramedic assignment pay shall be initiated at the beginning of the pay period next following receipt of authorization from the Emergency Medical Director to practice as a paramedic in the Plano EMS system and advancement within the structure set forth in Section IV above shall be allowed at the beginning of the pay period immediately following the paramedic's reaching of the service years shown. All prior years of service in which a paramedic was assigned by the Fire Chief of the City of Plano and approved by the Medical Director to practice as a paramedic in the Plano EMS System shall be considered when placing existing paramedics in the structure set forth in Section IV.

Section VI. An ambulance assignment pay of \$10 is authorized for each paramedic and EMT, for each shift the individual is assigned to an ambulance.

Section VII. In accordance with Section 143.042 of the Texas Local Government Code and Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Fire Department who are assigned to and perform the following duties shall receive the following additional compensation for the period of assignment:

Paramedic Preceptor \$45.00 per 24 hour shift

Section VIII. In accordance with Section 143.043 of the Texas Local Government Code and Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Police Department who are assigned to and perform the following duties and responsibilities of the Field Training Officers program shall receive \$19.00 per day for the period of assignment.

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

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

Section XI. Upon passage, this Ordinance shall become effective October 8, 2012.

DULY PASSED AND APPROVED, this, the 8th day of October 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/8/12		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, authorizing the Arts Center of North Texas to return any restricted assets to the appropriate donors and to return the land to donors as determined by the Arts Center of North Texas; to satisfy any existing liabilities and to dissolve in accordance with applicable law; any remaining assets shall be returned in equal shares to Plano, Allen, and Frisco; setting an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2012-2013	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL FUND & CREATIVE & PERFORMING ARTS FUND				
COMMENTS: The restricted assets to be received are underterminable at this time.				
STRATEGIC PLAN GOAL: A resolution to authorize the Arts Center of North Texas to return any restricted assets to the appropriate donors relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This item gives Plano approval for the dissolution of the Arts Center of North Texas and to return all restricted assets to donors, including land to the donor as determined by the Arts Center of North Texas. Upon dissolution, the remaining assets shall be returned in equal shares to the cities.				
Dissolution is also contingent upon the approval of the Cities of Allen and Frisco.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, authorizing the Arts Center of North Texas to return any restricted assets to the appropriate donors and to return the land to donors as determined by the Arts Center of North Texas; to satisfy any existing liabilities and to dissolve in accordance with applicable law; any remaining assets shall be returned in equal shares to Plano, Allen, and Frisco; setting an effective date.

WHEREAS, in 2004, the Cities of Plano, Frisco and Allen jointly created a local government corporation under the authority of Chapter 431 of the Texas Transportation Code known as the Arts of Collin County Commission, Inc. "ACC", for the purpose of allowing the corporation to finance, construct, own and manage an approved project related to a performing and cultural arts facilities; and

WHEREAS, the ACC was also established as a non-profit organization whose purposes include charitable, scientific and/or educational activities; and

WHEREAS, the name of the ACC corporation was later changed to the Arts Center of North Texas, Inc. "ACNT"; and

WHEREAS, the ACNT has recommended that it be allowed to convert into a separate entity without local government corporation status and to direct all of its assets and liabilities to be handled exclusively by the newly formed corporation; and

WHEREAS, the City Council finds that it is in the best interest of the City and serves the public health and welfare to allow ACNT to take actions allowed by law to dissolve its corporate status after satisfying all liabilities and to distribute the assets in accordance herewith; and

WHEREAS, the City Council hereby desires for the ACNT to take all lawful steps to dissolve and to return the remaining restricted assets to the donors who choose to accept the assets, any remaining assets shall be returned to the owner cities, after satisfying all liabilities.

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 authorizes the ACNT to return any restricted assets (restricted donations as a result of an agreement express or implied between the donor and the ACNT), both real and personal, to the donors who have rights thereto as determined by the ACNT and to return the land donated for the construction and use of a performing arts facilities to the original donors as determined by the ACNT and following such action, the City Council of the City of Plano approves of the dissolution of the Arts Center of North Texas, Inc., and the distribution of any remaining unrestricted assets to be distributed in equal amounts to the cities of Allen, Plano and Frisco after satisfaction of all liabilities of the ACNT.

Section II. This Resolution shall be effective upon passage thereof.

DULY PASSED AND APPROVED this 8th day of October, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

DATE: September 18, 2012
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of September 17, 2012

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2012-27
APPLICANT: CENCOR REALTY SERVICES**

Request to amend Planned Development-185-Regional Commercial on 14.8± acres located at the northeast corner of Dallas North Tollway and Parker Road in order to modify the development standards, including but not limited to reducing the front yard setback on Parker Road. Zoned Planned Development-185-Regional Commercial/Dallas North Tollway Overlay District.

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

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

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

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

STIPULATIONS:

Recommended for approval as follows:

(Proposed additions are indicated by underlined text.)

Restrictions:

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

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. A maximum of 265 multifamily residential dwelling units shall be allowed by right within Tract 1. Multifamily residential is prohibited within Tracts 2 and 3.

3. Site Design

a. The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Rd. to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be 12 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum six feet sidewalk clearance and/or distance to curb line of the private roadway is maintained.

4. Trash collection facilities shall be exempt from the minimum distance requirements from rights-of-way of Type C and above thoroughfares as specified in Section 2.824 (Regional Commercial) Subsection 6 (a) (Special District Requirements).

5. Area, Yard, and Bulk Requirements

a. Minimum Building Height: Two story (30 feet) for buildings within Tracts 1 and 3.

b. Maximum Building Height: Eight story (120 feet) for hotel use; six story (100 feet) for all other structures other than parking garages; 52 feet for parking garages with no maximum number of levels. (The parking garages shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level.)

c. Maximum Building Setback: Buildings fronting the north/south pedestrian-oriented private roadway and the existing east/west fire lane of the regional theater shall be constructed such that a minimum of 60% of the facade is located within 20 feet from the back of curb unless restricted by easements. Where easements are present, 60% of the facade must be built to the easement line.

d. Setbacks from Parkwood Blvd.: Minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive.

e. Setbacks from Parker Rd.: Minimum of 30 feet as measured from the property line.

6. Landscaping

a. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District):

- i. The required 30-foot landscape edge along the Dallas North Tollway frontage road may be reduced to ten feet in width, and the required 30-foot landscape edge along Parkwood Blvd. may be reduced to eight feet in width. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Subsection 4.604(3) shall not be required.
- ii. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public streets and on both sides of the north/south pedestrian-oriented private roadway. Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge. There is no minimum or maximum spacing between trees.

7. Parking

- a. Unless listed below, the minimum required parking within this planned development shall comply with Section 3.1100 (Off-Street Parking and Loading). The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:
 - i. Multifamily Use: One space per bedroom
 - ii. Nonresidential Uses: One space per 250 square feet of floor area
- b. Total required parking shall be computed on a district-wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-Street Parking and Loading).

8. Building Materials

- a. Building Materials: First floor exterior elevations of buildings and parking garages shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking garage.
- b. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the existing east/west fire lane of the regional theater, shall comply with the building material requirements of the RC zoning district.
- c. Visual barriers shall be installed to cover any openings between parking levels of a parking garage for openings that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking garage. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels

- of parking garage facades that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking garage.
- d. Buildings with first floor nonresidential uses that front the north/south pedestrian-oriented private roadway, except for parking garages, shall have a minimum of 40% of the ground floor facade comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.
9. Signage
- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway and building facades fronting the existing east/west fire lane of the regional theater property to the north allowable signs must comply with Subsection 3.1605 (Downtown Sign District).
 - b. All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

FOR CITY COUNCIL MEETING OF: October 8, 2012 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

xc: David Palmer, Cencor Realty
Gary Devleer, Hodges Architecture

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 17, 2012

Agenda Item No. 6

Public Hearing: Zoning Case 2012-27

Applicant: Cencor Realty Services

DESCRIPTION:

Request to amend Planned Development-185-Regional Commercial on 14.8± acres located at the northeast corner of Dallas North Tollway and Parker Road in order to modify the development standards, including but not limited to reducing the front yard setback on Parker Road. Zoned Planned Development-185-Regional Commercial/Dallas North Tollway Overlay District.

REMARKS:

The applicant is requesting to amend Planned Development-185-Regional Commercial (PD-185-RC) located at the northeast corner of Dallas North Tollway and Parker Road. The property is currently undeveloped. The RC district is intended to provide for retail and service uses at appropriate nodes within the corridor of specified tollways and expressways serving the 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. A PD district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off- and onsite conditions.

PD-185-RC was initially approved by City Council on January 8, 2007, and amended on December 3, 2007 and November 14, 2011. With this zoning case, the applicant is requesting to reduce the front yard setback along Parker Road from 50 feet to 30 feet in order to construct an urban form of development. The proposed request is similar to reduced setbacks allowed elsewhere in the city. In Subsection 3.514 of Section 3.500 (Front Yard Regulations) of Article 3 (Supplementary Regulations) of the Zoning Ordinance, the front yard setback may be reduced to 30 feet for one-story buildings along Type D or smaller thoroughfares provided no parking or driveways are between the building face and the street. Parker Road is a Type C thoroughfare with a required 30 foot landscape edge, therefore no parking and driveways are permitted within 30 feet of the property line. The requested setback is consistent with the existing PD standards and proposed form of development.

Surrounding Land Uses and Zoning

The property to the north is the Cinemark West Plano movie theater and is zoned Regional Employment (RE). To the west, across the Dallas North Tollway, the property is zoned RC and has been developed as retail. South of the property, across Parker Road, is a retail shopping center zoned RC. To the east, across Parkwood Boulevard, is an existing multifamily development zoned Multifamily Residence-3 (MF-3).

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Major Corridor Development (MCD). Development in these corridors is expected to include a mix of commercial, office, and technical production uses. Residential development is generally not appropriate within these corridors. However, in 2007, the City Council determined that multifamily residential is appropriate for the subject property.

Adequacy of Public Facilities - Adequate water and sanitary sewer services are available via extensions from existing lines along Dallas North Tollway frontage road and Parkwood Boulevard.

SUMMARY:

The applicant is requesting to amend PD-185-RC in order to reduce the building setback adjacent to Parker Road from 50 feet to 30 feet. The proposed PD amendment is consistent with the form and intent of the existing PD which includes reduced building setbacks and urban development standards, as well as reduced front yard setbacks allowed elsewhere in the city. Staff supports the amendment as requested.

RECOMMENDATION:

Recommended for approval as follows:

(Proposed additions are indicated by underlined text.)

Restrictions:

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

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. A maximum of 265 multifamily residential dwelling units shall be allowed by right within Tract 1. Multifamily residential is prohibited within Tracts 2 and 3.

3. Site Design

a. The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Rd. to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be 12 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum six feet sidewalk clearance and/or distance to curb line of the private roadway is maintained.

4. Trash collection facilities shall be exempt from the minimum distance requirements from rights-of-way of Type C and above thoroughfares as specified in Section 2.824 (Regional Commercial) Subsection 6 (a) (Special District Requirements).

5. Area, Yard, and Bulk Requirements

a. Minimum Building Height: Two story (30 feet) for buildings within Tracts 1 and 3.

b. Maximum Building Height: Eight story (120 feet) for hotel use; six story (100 feet) for all other structures other than parking garages; 52 feet for parking garages with no maximum number of levels. (The parking garages shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level.)

c. Maximum Building Setback: Buildings fronting the north/south pedestrian-oriented private roadway and the existing east/west fire lane of the regional theater shall be constructed such that a minimum of 60% of the facade is located within 20 feet from the back of curb unless restricted by easements. Where easements are present, 60% of the facade must be built to the easement line.

d. Setbacks from Parkwood Blvd.: Minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive.

e. Setbacks from Parker Rd.: Minimum of 30 feet as measured from the property line.

6. Landscaping

a. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District):

- i. The required 30-foot landscape edge along the Dallas North Tollway frontage road may be reduced to ten feet in width, and the required 30-foot landscape edge along Parkwood Blvd. may be reduced to eight feet in width. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Subsection 4.604(3) shall not be required.
- ii. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public streets and on both sides of the north/south pedestrian-oriented private roadway. Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge. There is no minimum or maximum spacing between trees.

7. Parking

- a. Unless listed below, the minimum required parking within this planned development shall comply with Section 3.1100 (Off-Street Parking and Loading). The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:
 - i. Multifamily Use: One space per bedroom
 - ii. Nonresidential Uses: One space per 250 square feet of floor area
- b. Total required parking shall be computed on a district-wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-Street Parking and Loading).

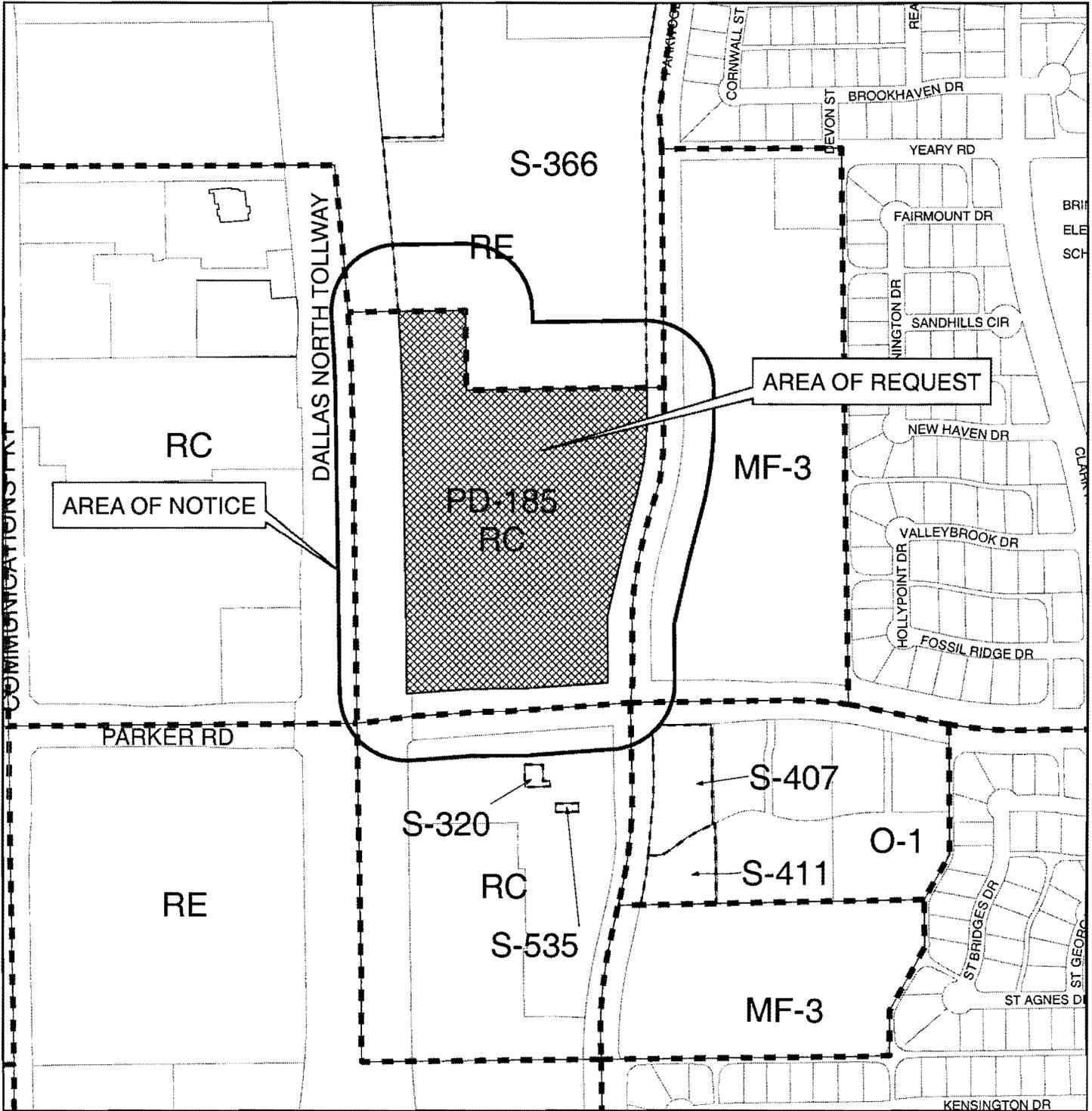
8. Building Materials

- a. Building Materials: First floor exterior elevations of buildings and parking garages shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking garage.
- b. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the existing east/west fire lane of the regional theater, shall comply with the building material requirements of the RC zoning district.
- c. Visual barriers shall be installed to cover any openings between parking levels of a parking garage for openings that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking garage. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking garage facades that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking garage.

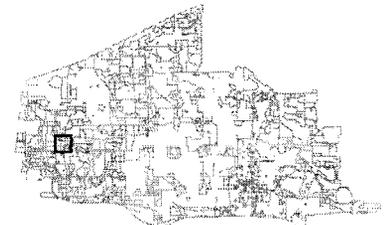
- d. Buildings with first floor nonresidential uses that front the north/south pedestrian-oriented private roadway, except for parking garages, shall have a minimum of 40% of the ground floor facade comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

9. Signage

- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway and building facades fronting the existing east/west fire lane of the regional theater property to the north allowable signs must comply with Subsection 3.1605 (Downtown Sign District).
- b. All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).



Zoning Case #: 2012-27



Existing Zoning: PLANNED DEVELOPMENT-185-REGIONAL COMMERCIAL/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



○ 200' Notification Buffer

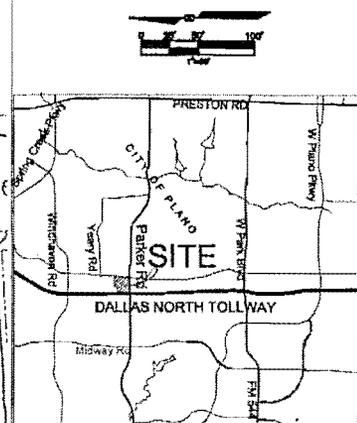
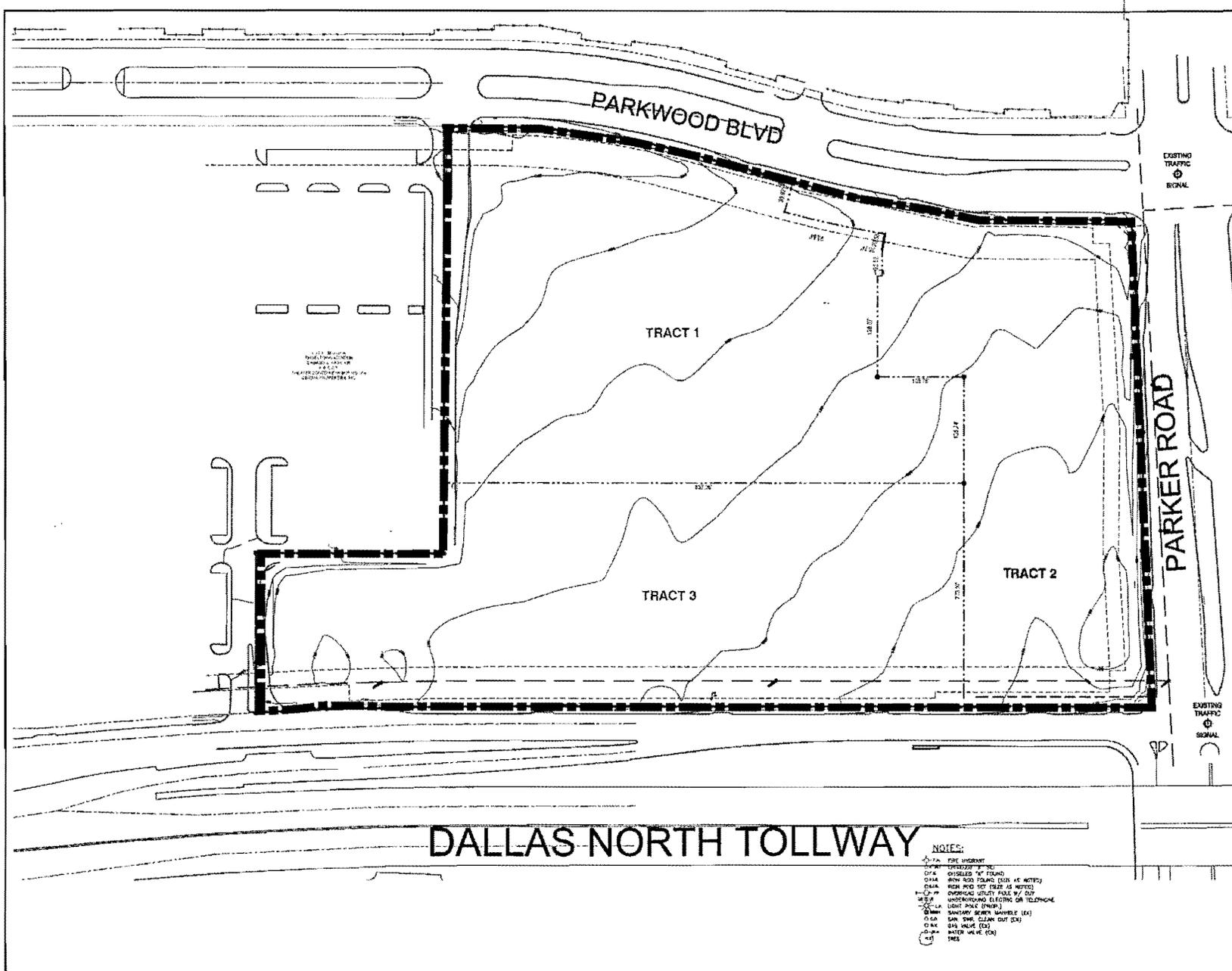


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Source: City of Plano, Planning Dept.
Date: September, 2012

Zoning Case 2012-27



VICINITY MAP

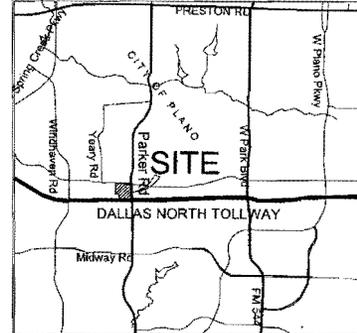
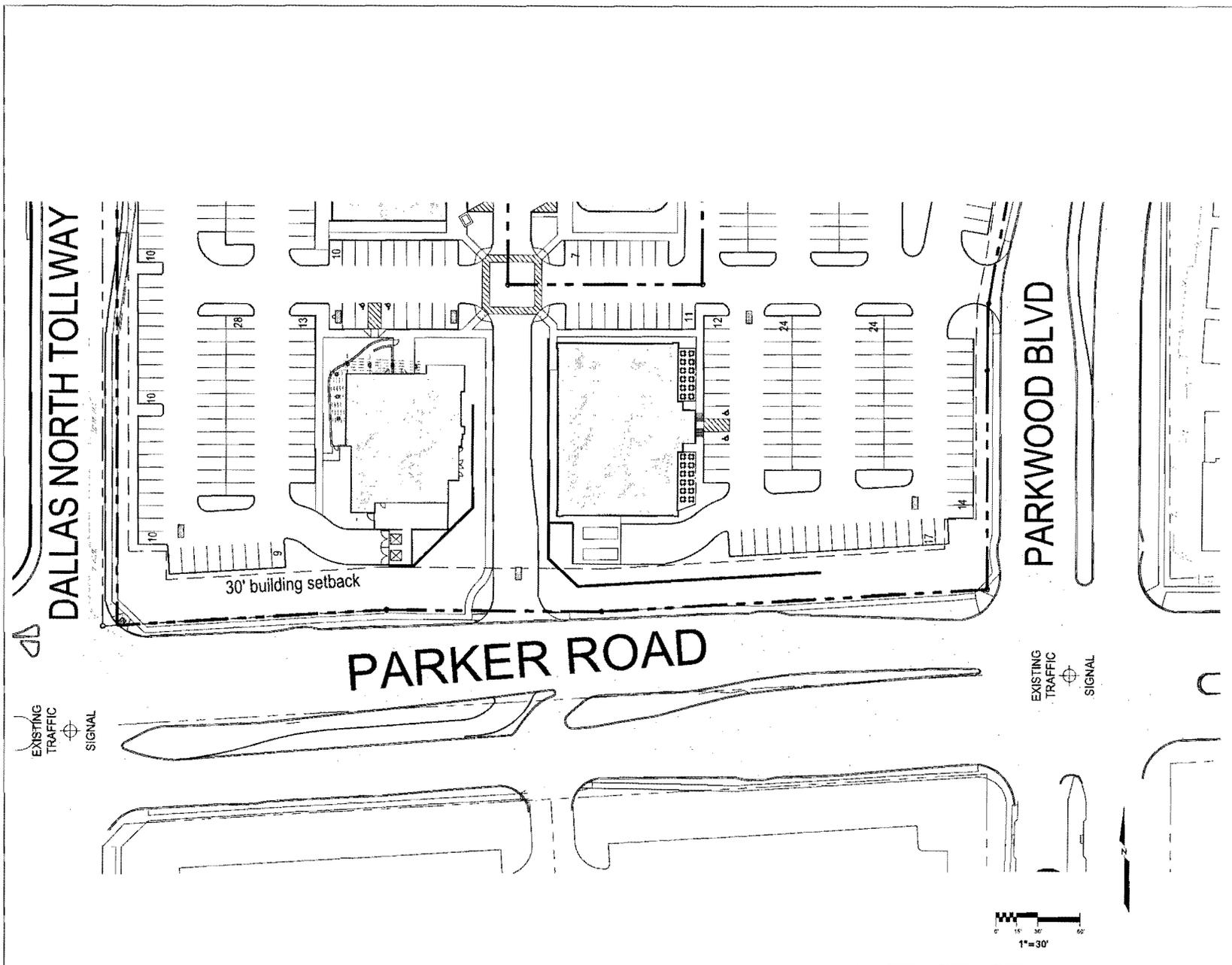
APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN OF PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLANS OR PLANS RELATING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

- NOTES:**
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ZONING EXHIBIT - CASE NO. 2012-27

WEST PLANO VILLAGE
 LOTS 1 & 10 - BLOCK A, TINSLETOWN ADDITION (14.750 AC)
 NEO - DALLAS NORTH TOLLWAY & PARKER ROAD
 THE CITY OF PLANO, COLLIN COUNTY, TEXAS

REVISION	DATE	SCALE	REVISED	FILE	NO.
00	08.21.12	1:50	-	ZONING SP-00	1



 VICINITY MAP

"FOR INFORMATIONAL PURPOSES ONLY."

WEST PLANO VILLAGE
 LOTS 1 & 10 - BLOCK A, TINSEL TOWN ADDITION (14.750 AC)
 NEC - DALLAS NORTH TOLLWAY & PARKER ROAD
 THE CITY OF PLANO, COLLIN COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
GD	KD	09.21.12	1:50	-	ZONING SP-60	1

Zoning Case 2012-27

An Ordinance of the City of Plano amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-185-Regional Commercial on 14.8± acres out of the D. M. Tucker Survey, Abstract No. 913, located at the northeast corner of Dallas North Tollway and Parker Road, in the City of Plano, Collin County, Texas, to modify the development standards, including but not limited to reducing the front yard setback on Parker Road; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 8th day of October, 2012, for the purpose of considering amending Planned Development-185-Regional Commercial on 14.8± acres out of the D. M. Tucker Survey, Abstract No. 913, located at the northeast corner of Dallas North Tollway and Parker Road, in the City of Plano, Collin County, Texas, to modify the development standards, including but not limited to reducing the front yard setback on Parker Road; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 8th day of October, 2012; 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. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-185-Regional Commercial on 14.8± acres out of the D. M. Tucker Survey, Abstract No. 913, located at the northeast corner of Dallas North Tollway and Parker

Road, in the City of Plano, Collin County, Texas to modify the development standards, including but not limited to reducing the front yard setback on Parker Road, 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:

Restrictions:

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

General Provisions of the Planned Development

1. The zoning exhibit shall be adopted as part of the ordinance.
2. A maximum of 265 multifamily residential dwelling units shall be allowed by right within Tract 1. Multifamily residential is prohibited within Tracts 2 and 3.
3. Site Design
 - a. The district shall have a central north/south pedestrian-oriented private roadway that runs from Parker Rd. to the existing east/west fire lane of the regional theater property to the north. The private roadway shall have diagonal or 90° on-street parking and sidewalks on both sides of the roadway. The minimum width of the sidewalks shall be 12 feet. The sidewalks may be used for outdoor eating areas, outdoor display, and other activities commonly associated with a pedestrian-oriented development, if a minimum six feet sidewalk clearance and/or distance to curb line of the private roadway is maintained.
4. Trash collection facilities shall be exempt from the minimum distance requirements from rights-of-way of Type C and above thoroughfares as specified in Section 2.824 (Regional Commercial) Subsection 6 (a) (Special District Requirements).
5. Area, Yard, and Bulk Requirements
 - a. Minimum Building Height: Two story (30 feet) for buildings within Tracts 1 and 3.
 - b. Maximum Building Height: Eight story (120 feet) for hotel use; six story (100 feet) for all other structures other than parking garages; 52 feet for parking garages with no maximum number of levels. (The parking garages shall be permitted to have levels of parking over and above retail, surface parking, or other permitted uses on the ground level.)

- c. **Maximum Building Setback:** Buildings fronting the north/south pedestrian-oriented private roadway and the existing east/west fire lane of the regional theater shall be constructed such that a minimum of 60% of the facade is located within 20 feet from the back of curb unless restricted by easements. Where easements are present, 60% of the facade must be built to the easement line.
- d. **Setbacks from Parkwood Blvd.:** Minimum of 50 feet as measured from the property line or three times the height, minus 90 feet as measured from the nearest residential district boundary line, whichever is more restrictive.
- e. **Setbacks from Parker Rd.:** Minimum of 30 feet as measured from the property line.

6. Landscaping

- a. Except as stated below, landscaping shall be provided per Section 3.1200 (Landscaping Requirements) and Section 4.600 (Dallas North Tollway Overlay District):
 - i. The required 30-foot landscape edge along the Dallas North Tollway frontage road may be reduced to ten feet in width, and the required 30-foot landscape edge along Parkwood Blvd. may be reduced to eight feet in width. A continuous meandering sidewalk interspersed with plant materials and berms as set forth in Subsection 4.604(3) shall not be required.
 - ii. Street trees shall be provided at a rate of one tree per 50 linear feet of street along all public streets and on both sides of the north/south pedestrian-oriented private roadway. Street trees may be placed in tree islands, between the curb and the sidewalk, or in the landscape edge. There is no minimum or maximum spacing between trees.

7. Parking

- a. Unless listed below, the minimum required parking within this planned development shall comply with Section 3.1100 (Off-Street Parking and Loading). The minimum required parking for multifamily uses and nonresidential uses other than hotels shall be provided as follows:
 - i. **Multifamily Use:** One space per bedroom
 - ii. **Nonresidential Uses:** One space per 250 square feet of floor area

- b. Total required parking shall be computed on a district-wide basis regardless of any phase/property lines. Parking stall and drive aisle dimensions shall comply with Section 3.1100 (Off-Street Parking and Loading).

8. Building Materials

- a. Building Materials: First floor exterior elevations of buildings and parking garages shall comply with the building material requirements of the RC zoning district. Second floor and higher exterior elevations shall comply with the building material standards except that specified materials shall only be required on 60% of the facade elevation. Interior elevations concealed by buildings or parking garages shall be exempt from material standards but shall be consistent in color and finish with the rest of the building or parking garage.
- b. Elevations of parking garages that face public streets, the north/south pedestrian-oriented private roadway, and the existing east/west fire lane of the regional theater, shall comply with the building material requirements of the RC zoning district.
- c. Visual barriers shall be installed to cover any openings between parking levels of a parking garage for openings that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking garage. Visual barriers measuring at least four feet in height shall extend above the parapet walls of the top levels of parking garage facades that both (i) face a residential use east of Parkwood Blvd. directly across from the property and (ii) are located above the third level of the parking garage.
- d. Buildings with first floor nonresidential uses that front the north/south pedestrian-oriented private roadway, except for parking garages, shall have a minimum of 40% of the ground floor facade comprised of window area. For the purposes of this standard, ground floor is defined as that portion of a building from the street-level finish floor elevation and extending 12.5 feet above the street-level finish floor elevation.

9. Signage

- a. For building facades and sidewalks/parkways fronting the north/south pedestrian-oriented private roadway and building facades fronting the existing east/west fire lane of the regional theater property to the north allowable signs must comply with Subsection 3.1605 (Downtown Sign District).
- b. All other signage must comply with Section 3.1600 (Sign Regulations) and Section 4.600 (Dallas North Tollway Overlay District).

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 8TH DAY OF OCTOBER, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Zoning Case 2012-27

BEING a 14.75 acre tract of land situated in the D. M. Tucker Survey, Abstract No. 913 in the City of Plano, Collin County, Texas, and being a part of that 164.66 acre tract of land described in deed to Haggard Enterprises Limited, Ltd. as recorded in Volume 2006, Page 342 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1-inch iron rod set at the intersection of the north right-of-way line of Parker Road (130 feet wide at this point) and the west right-of-way line of Parkwood Boulevard (130 feet wide at this point);

THENCE South, 85° 57' 46" West, along said north right-of-way line a distance of 270.18 feet to a 1-inch iron rod set for corner;

THENCE South, 89° 46' 36" West, along said north right-of-way line a distance of 150.33 feet to a 1-inch iron rod set for corner (right-of-way 140 feet wide at this point);

THENCE South, 85° 57' 46" West, along said north line a distance of 199.07 feet to a 1-inch iron rod set on the east right-of-way line of Dallas North Tollway (right-of-way varies);

THENCE North, 00° 48' 27" West, along said east line a distance of 825.43 feet to a 1-inch iron rod found for the point of curvature of a circular curve to the left whose radius is 5,879.58 feet and whose chord bears North, 02° 18' 45" West, a distance of 308.87 feet;

THENCE along said east line and along said curve through a central angle of 03° 00' 37", an arc length of 308.91 feet to a scribed "Y" in concrete found on the common line between the herein described tract and that tract of land described in deed to Cinemark, USA, Inc. as recorded in Doc. No. 96-0029446, D.R.C.C.T.;

THENCE North, 89° 13' 12" East, departing said east line and along said common line a distance of 202.13 feet to a "PK nail" found for corner;

THENCE South, 00° 46' 48" East, along said common line a distance of 237.00 feet to an "X" found for corner;

THENCE North, 89° 13' 12" East, along said common line a distance of 543.34 feet to an "X" found on the west right-of-way line of Parkwood Boulevard (variable width right-of-way, 110 feet wide at this point);

THENCE South, 00° 46' 47" East, departing said common line and along said west line a distance of 62.76 feet to a 1/2-inch iron rod with "HALFF ASSOC. INC." yellow plastic cap (hereafter called "with cap") found for the point of curvature of a circular curve to the right whose radius is 916.14 feet and whose chord bears South, 06° 54' 15" West, a distance of 244.99 feet;

THENCE along said west line and along said curve through a central angle of 15° 22' 05", an arc distance of 245.73 feet to a 1/2-inch iron rod with cap found for corner;

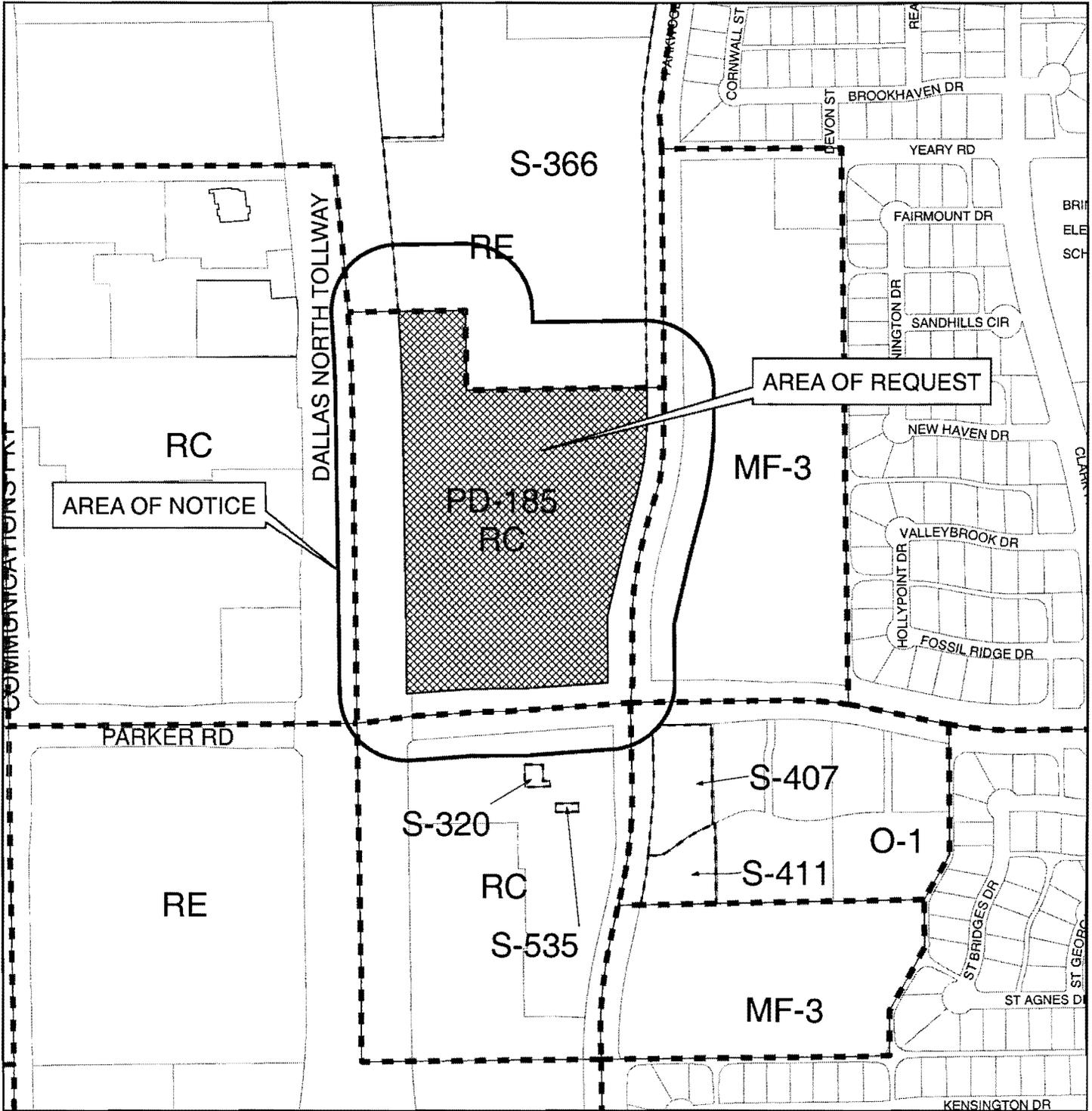
THENCE South $14^{\circ} 35' 18''$ West, along said west line a distance of 145.46 feet to a 1/2-inch iron rod with cap found for the point of curvature of circular curve to the left whose radius is 1,026.14 feet and whose chord bears South $12^{\circ} 22' 02''$ West, a distance of 79.54 feet;

THENCE along said west line and along said curve through a central angle of $04^{\circ} 26' 32''$, an arc distance of 79.56 feet to a 1/2-inch iron rod with cap found for corner;

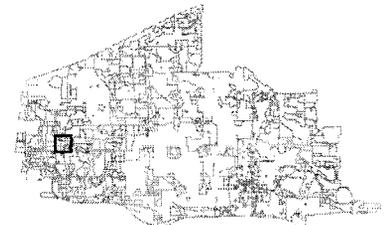
THENCE South, $09^{\circ} 47' 48''$ West, along said west line a distance of 150.00 feet to a 1/2-inch iron rod with cap found for corner, said point also being on a non-tangent circular curve to the left whose radius is 1036.14 feet and whose chord bears South, $00^{\circ} 31' 17''$ West, a distance of 47.04 feet;

THENCE along said west line and along said curve through a central angle of $02^{\circ} 36' 05''$, an arc distance of 47.04 feet to a concrete monument found for corner;

THENCE South, $00^{\circ} 46' 47''$ East, along said west line a distance of 154.25 feet to the POINT OF BEGINNING and CONTAINING 642,504 square feet or 14.75 acres of land, more or less.



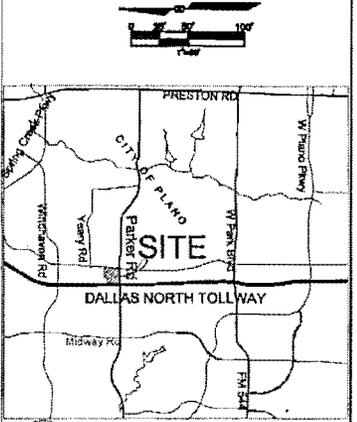
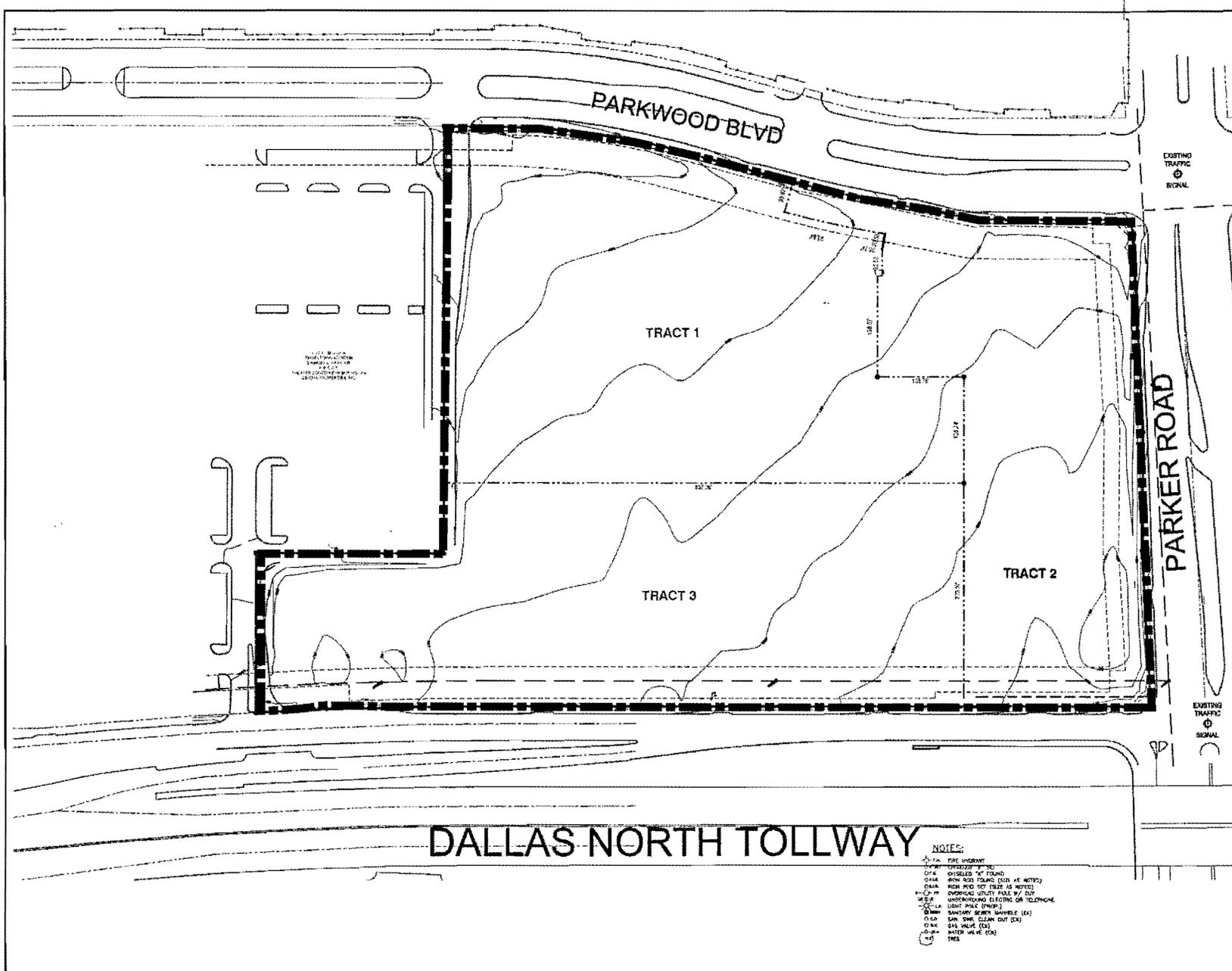
Zoning Case #: 2012-27



Existing Zoning: PLANNED DEVELOPMENT-185-REGIONAL COMMERCIAL/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



○ 200' Notification Buffer



VICINITY MAP

APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN OF 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, PLANS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

DALLAS NORTH TOLLWAY

- NOTES:**
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ZONING EXHIBIT - CASE NO. 2012-27						
WEST PLANO VILLAGE						
LOTS 1 & 10 - BLOCK A, TINSLETOWN ADDITION (14.750 AC)						
NEO - DALLAS NORTH TOLLWAY & PARKER ROAD						
THE CITY OF PLANO, COLLIN COUNTY, TEXAS						
REVISION	DATE	SCALE	REVISED	FILE	NO.	
00	08.21.12	1:50	-	ZONING SP-00	1	



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:		October 8, 2012		
Department:		Planning		
Department Head		Phyllis M. Jarrell		
Agenda Coordinator (include phone #): D. Carter, x. 5350				
CAPTION				
Public Hearing and consideration of an Appeal of the Planning & Zoning Commission's Denial of Zoning Case 2012-25 - Request to rezone 19.7± acres from Planned Development-202-Research/Technology Center to Single-Family Residence-6 located on the south side of 14th Street, 350± feet east of Plano Parkway. Zoned Planned Development-202-Research/Technology Center. Applicants: Dale R. & Melody K. Burton, Treasure Ann Langford, and Harold B. Warnick, Jr.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
At its September 4, 2012 meeting, the Planning & Zoning Commission denied this request by a vote of 4-3. The applicant has appealed the Commission's denial. A 3/4 vote, or 6 of the 8 City Council members, is required for approval of the request.				
List of Supporting Documents: Letters of Appeal from Applicants 2nd Vice Chair Report P&Z Follow-up Memo Staff Report Locator Map Aerial Map Zoning Exhibit			Other Departments, Boards, Commissions or Agencies Planning & Zoning Commission	

September 10, 2012

RECEIVED
SEP 11 2012
PLANNING DEPT.

Ms. Phyllis Jarrell
Director of Planning
City of Plano
1520 K Avenue
Suite 250
Plano, TX 75074

Re: Zoning case 2012-25

Dear Ms. Jarrell:

Please be advised that we desire to appeal to the City Council the recent decision by the Planning and Zoning Commission on September 4, 2012 to deny the requested change in zoning to Single-Family Residential-6 on our 10.196 acres of land.

Please schedule this on the earliest possible City Council agenda at the next available meeting.

Thank you for your efforts and assistance.

Sincerely,



Dale Burton



Melody Burton

September 10, 2012

Ms. Phyllis Jarrell
Director of Planning
City of Plano
1520 K Avenue
Suite 250
Plano, TX 75074

Re: Zoning Case 2012-25

Dear Ms. Jarrell:

Please be advised that I wish to appeal to the City Council the recent decision by the Planning and Zoning Commission on September 4, 2012 to deny the requested change in zoning to Single-Family Residential-6 on my 6.18 acres of land.

Please schedule this on the earliest possible City Council agenda at the next available meeting.

Thank you for your efforts and assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Treasure Ann Langford". The signature is written in black ink and is positioned above the printed name.

Treasure Ann Langford

September 10, 2012

Ms. Phyllis Jarrell
Director of Planning
City of Plano
1520 Avenue K
Suite 250
Plano, TX 75074

Re: 2012-25

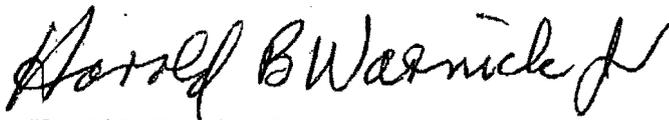
Dear Ms. Jarrell:

Please be advised that I wish to appeal to the City Council the recent decision by the Planning and Zoning Commission on September 4, 2012 to deny the requested change in zoning to Single-Family Residential-6 on my 1 acre of land.

Please schedule this on the earliest possible City Council agenda at the next available meeting.

Thank you for your efforts and assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Harold B. Warnick, Jr.", with a stylized flourish at the end.

Harold B. Warnick, Jr.

Recommendation of the Planning & Zoning Commission
September 4, 2012 Meeting
Second Vice-Chair's Report

Zoning Case 2012-25 – Request to rezone 19.7± acres from Planned Development-202-Research/Technology Center to Single-Family Residence-6 located on the south side of 14th Street, 350± feet east of Plano Parkway. Currently zoned Planned Development-202-Research/Technology Center.

Applicants: Dale R. & Melody K. Burton, Treasure Ann Langford and Harold B. Warnick, Jr.

Staff Recommendation: Denial; proposed change does not conform to the Comprehensive Plan and Infill Housing Policy recommendations.

Commission Action: Request was denied 4-3. Second Vice Chair Smith, Commissioners Downs, Dry and Adeoye supported the denial for zoning change. Comments included:

- Concerned with the adjacent land uses and the property's location next to gun range, self-storage facility and railroad tracks.
- May be an opportunity for the property to develop as some other uses in the future given the current zoning.
- Residential is not the best use for this property at this time.

First Chair Balda, Commissioners Cargo and Coleman supported zoning request to change to SF-6 zoning. Comments included:

- Inability to sell or develop property with current PD/RT zoning

Respectfully submitted,



Alan E. Smith
Second Vice Chair
Planning & Zoning Commission

DATE: September 5, 2012
TO: Applicants with Items before the Planning & Zoning Commission
FROM: Fred Balda, 1st Vice Chair, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of September 4, 2012

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2012-25
APPLICANTS: DALE R. & MELODY K. BURTON, TREASURE ANN LANGFORD,
AND HAROLD B. WARNICK JR.**

Request to rezone 19.7± acres from Planned Development-202-Research/Technology Center to Single-Family Residence-6 on the south side of 14th Street, 350± feet east of Plano Parkway. Zoned Planned Development-202-Research/Technology Center. Tabled August 20, 2012.

APPROVED: _____ **DENIED:** 4-3 **TABLED:** _____

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

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

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

STIPULATIONS:

Denied. Commissioners voting in opposition to the motion cited the applicant's inability to sell or develop the property with current PD-RT zoning.

BM/sf

xc: Dale R. & Melody K. Burton
Rick Fambro

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 4, 2012

Agenda Item No. 6

Public Hearing: Zoning Case 2012-25

Applicants: Dale R. & Melody K. Burton, Treasure Ann Langford,
and Harold B. Warnick Jr.

DESCRIPTION:

Request to rezone 19.7± acres from Planned Development-202-Research/Technology Center to Single-Family Residence-6 on the south side of 14th Street, 350± feet east of Plano Parkway. Zoned Planned Development-202-Research/Technology Center. Tabled August 20, 2012.

REMARKS:

This item was tabled at the August 20, 2012, Planning & Zoning Commission meeting. It must be removed from the table.

The applicant is requesting to rezone 19.7± acres from Planned Development-202-Research/Technology Center (PD-202-RT) to Single-Family Residence-6 (SF-6) on the south side of 14th Street, 350± feet east of Plano Parkway. This subject property is partially developed with two single-family residences.

The existing 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 on-site conditions. The RT zoning district is intended to create a low-density, employment center consisting of office, research, and development facilities, and limited assembly operations. RT districts should generally accommodate several users in a campus environment. The requested 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.

Surrounding Land Use and Zoning

Property to the west is the Plano-Richardson Police Training Academy that is zoned PD-202-RT. Property to the north, across 14th Street, is a golf course that is zoned Agriculture. To the east and southeast are mini-warehouse/public storage, and residential use properties that are zoned PD-202-RT. Property to the south, across the railroad, is vacant land zoned SF-6.

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Research Technology/Center. Therefore, the SF-6 request does not conform to the Future Land Use Plan.

Adequacy of Public Facilities - Water service is available to serve the subject property. However, sewer capacity is not sufficient to accommodate the proposed change in use from commercial to single family residential. The applicant may be able to connect to the sanitary sewer line to the south of the railroad track. Another possible option may be to increase the capacity of the existing lift station to the west which is currently undersized to support the proposed residential uses.

School Capacity - The proposed development is located in the Plano Independent School District (PISD). This location is served by Dooley Elementary School, Armstrong Middle School, McMillen High School, and Plano East Senior High School. Based upon the current alignments, PISD has determined that these schools would have some limited capacity available at this time.

Public Safety Response Time - Based upon existing personnel, equipment, and facilities, fire emergency response times would exceed their stated response time goal of 6 minutes, 59 seconds, for 90% of their calls;

Access to and Availability of Amenities and Services - The subject property does not have nearby parks to serve the development and there are no planned or existing neighborhood park facilities that will serve homes in this location. The nearest park facility is Pecan Hollow Golf Course which is located on the north side of 14th Street.

The proposed rezoning area is located within the Harrington Library's service area, and service to the residents of this new area would be possible with the current library resources.

ISSUES:

2011 Research Technology/Center (RT) Analysis

At the City Council's direction, in late 2010/early 2011 the Planning & Zoning Commission worked with staff to develop a new plan for the RT area which included reviewing the "core" area of the RT district and considering where additional residential uses could be appropriate. Among other recommendations, the Commission recommended that the area east of Plano Parkway, south of 14th Street should retain

the existing PD-202-RT zoning. The recommendation from the Commission was due to the feedback received from the property owners in this area requesting to retain their existing PD-202-RT zoning. In March 2011, the City Council concurred with the Commission's recommendation to maintain the said area as PD-202-RT zoning.

There are two tracts located south and southeast of the subject property that are not part of the zoning request.

Creation of Isolated Neighborhoods

The proposed rezoning to SF-6 is not consistent with the recent Comprehensive Plan amendments. The amendments to Comprehensive Plan recommend that:

1. All residential rezoning requests should be evaluated to determine the impact on infrastructure, public safety response, school capacity, and access to and availability of amenities and services.
2. Isolated residential development should not be permitted; residential rezoning requests need to establish a complete new neighborhood or expand an existing neighborhood or an urban mixed-use center. Special needs housing (i.e. senior housing) could be an exception.

These two recommendations are further re-enforced by the Infill Housing Policy and Rezoning to Meet Demand policy recommendations of the Comprehensive Plan. The Infill Housing Policy recommends that infill housing be adjacent or be in close proximity to existing residential development to take advantage of existing amenities. The subject property is not adjacent to single-family residential neighborhoods. In addition, the proposed site does not have nearby neighborhood parks to serve the development, and there are no planned or existing neighborhood park facilities that will serve homes in this location. The nearest park facility is Pecan Hollow Golf Course which is located on the north side of 14th Street.

The Rezoning to Meet Demand Policy recommends that the area to be rezoned be an extension of a residential neighborhood and not be separated from the neighborhood by a Type "C" thoroughfare or larger. The proposed residential neighborhood is separated from the residential zoned area to the south by a railroad, and it is not an extension of an existing single-family neighborhood. The existing railroad tracks prevent the two residential areas from being integrated via street connections. Additionally, the proposed single-family housing at this location also introduces housing in an area where other adjacent developments are nonresidential such as the mini-warehouse/public storage facility to the east and the police training facility to the west.

The rezoning request is therefore not consistent with the recent Comprehensive Plan amendments to not create isolated neighborhoods. The proposed rezoning is also not consistent with the Infill Housing Policy and Rezoning to Meet Demand Policy recommendations of the Comprehensive Plan as well as the more recent direction received from the Council in March 2011 regarding this area of the city as noted above.

Adjacent Land Uses

The requested single-family residential zoning is not consistent with the adjacent PD-202-RT zoning to the west and east. Locating residential uses in an area that is zoned for nonresidential uses and where businesses are already located, such as the mini warehouse/public storage to the east and police training facility to the west, creates land use compatibility issues. This proposed rezoning is less than a mile from the pistol and rifle firing ranges associated with the police training facility. Depending on ambient noise and weather conditions, noise from both the pistol and rifle ranges can be heard from this site. Firing occurs regularly Monday through Saturday and is not typically conducive to a residential environment.

Inconsistent Zoning

The applicant is requesting SF-6 zoning amidst PD-202-RT zoned properties; therefore, the proposed SF-6 zoning district creates inconsistent zoning districts and land use patterns. It introduces piecemeal zoning districts which creates development challenges within the area. The rezoning will promote inconsistent zoning that is different from the classification of other land in the immediate area.

Access and Appropriate Future Surrounding Zoning

Development of this property must ensure public street access for the properties which are not part of the zoning request (refer to the attached aerial map). Presently these properties are served by a private access easement. If the proposed rezoning is approved, then a dedicated street will need to be extended so that properties to the south will have access to a public street.

Additionally, the proposed rezoning leaves PD-202-RT zoned properties south and southeast of the requested SF-6 zoning district. Staff does not believe that it is appropriate to have isolated nonresidential zoned property at the back of the residential zoned property. However, if the Planning & Zoning Commission and City Council believe that the requested SF-6 zoning is appropriate for the subject property, then staff recommends that a zoning case be initiated to determine the appropriate zoning for the south and southeast properties.

Summary

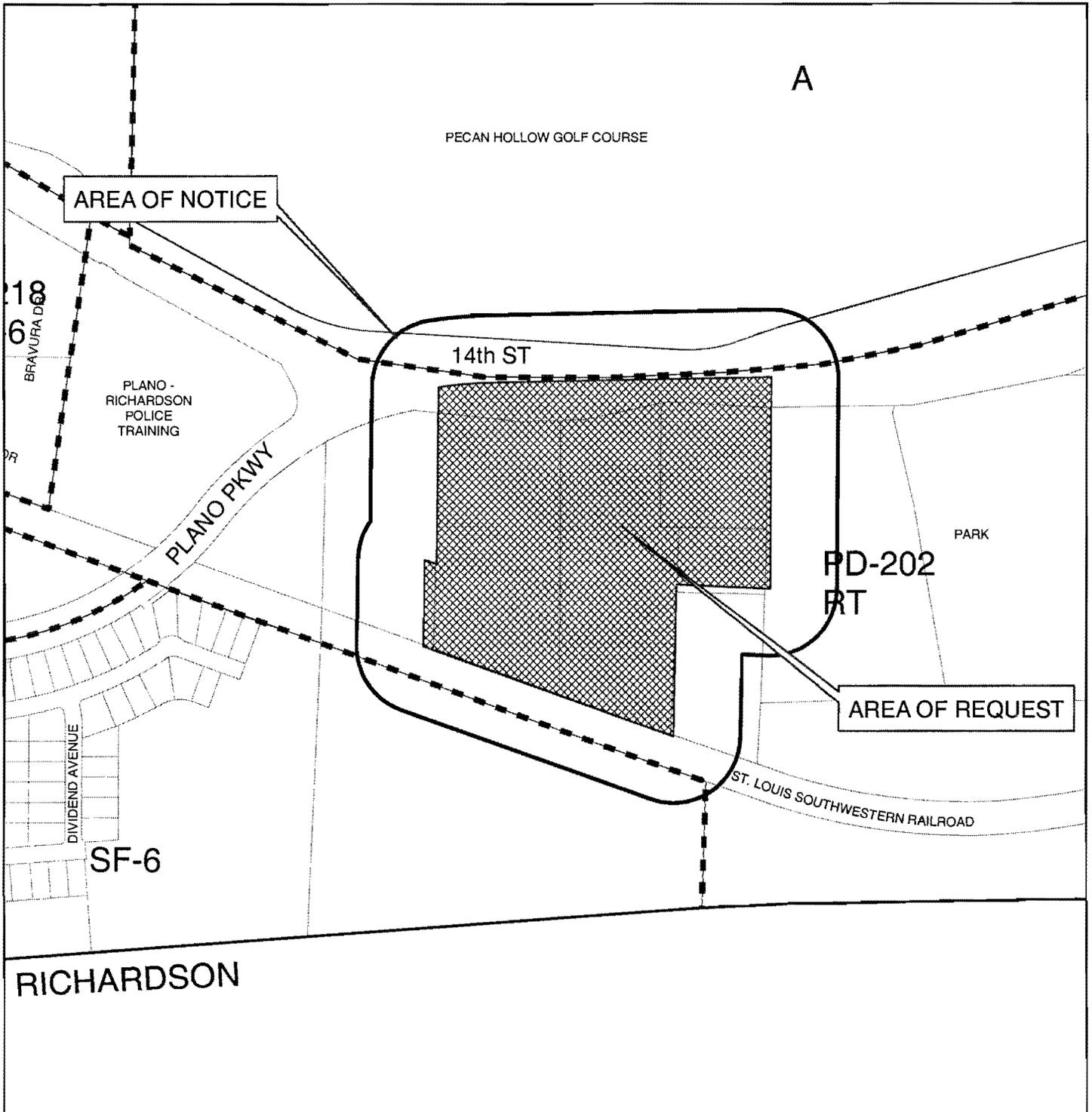
The applicant is requesting to rezone 19.7± acres from PD-202-RT to SF-6. The request is not in conformance with the Future Land Use Plan of the Comprehensive Plan, and it is not consistent with the Council's direction received in March 2011 to retain PD-202-RT zoning for the area east of Plano Parkway, south of 14th Street. Furthermore, the request is not consistent with Infill Housing and Rezoning to Meet Demand policy statements. The proposed rezoning also conflicts with recent amendments to the Comprehensive Plan regarding creation of isolated neighborhoods, and access to and availability of amenities and services. If this zoning case is approved, it will leave commercially zoned properties south of the subject property.

Overall, staff believes the proposed location is not appropriate for single-family uses as proposed. While there is a residential zoned area to the south, the proposed residential neighborhood is separated from the planned neighborhood to the south by a railroad, thus isolating the subject property from the planned residential neighborhood. The current PD-202-RT zoning allows numerous commercial uses that are more suitable at this location than what is being proposed. Single-family uses at the proposed location will not be the best and most appropriate use for the site. Therefore, staff recommends denial of the requested rezoning from PD-202-RT to SF-6.

RECOMMENDATION:

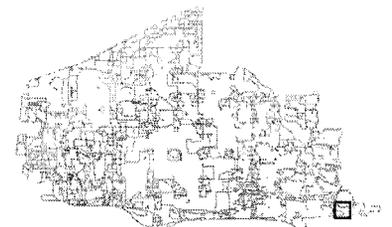
Recommended for denial.

If the Planning & Zoning Commission and City Council approve this zoning request, staff recommends the city initiate a zoning case to consider the appropriate zoning for the two properties located south and southeast of this property.

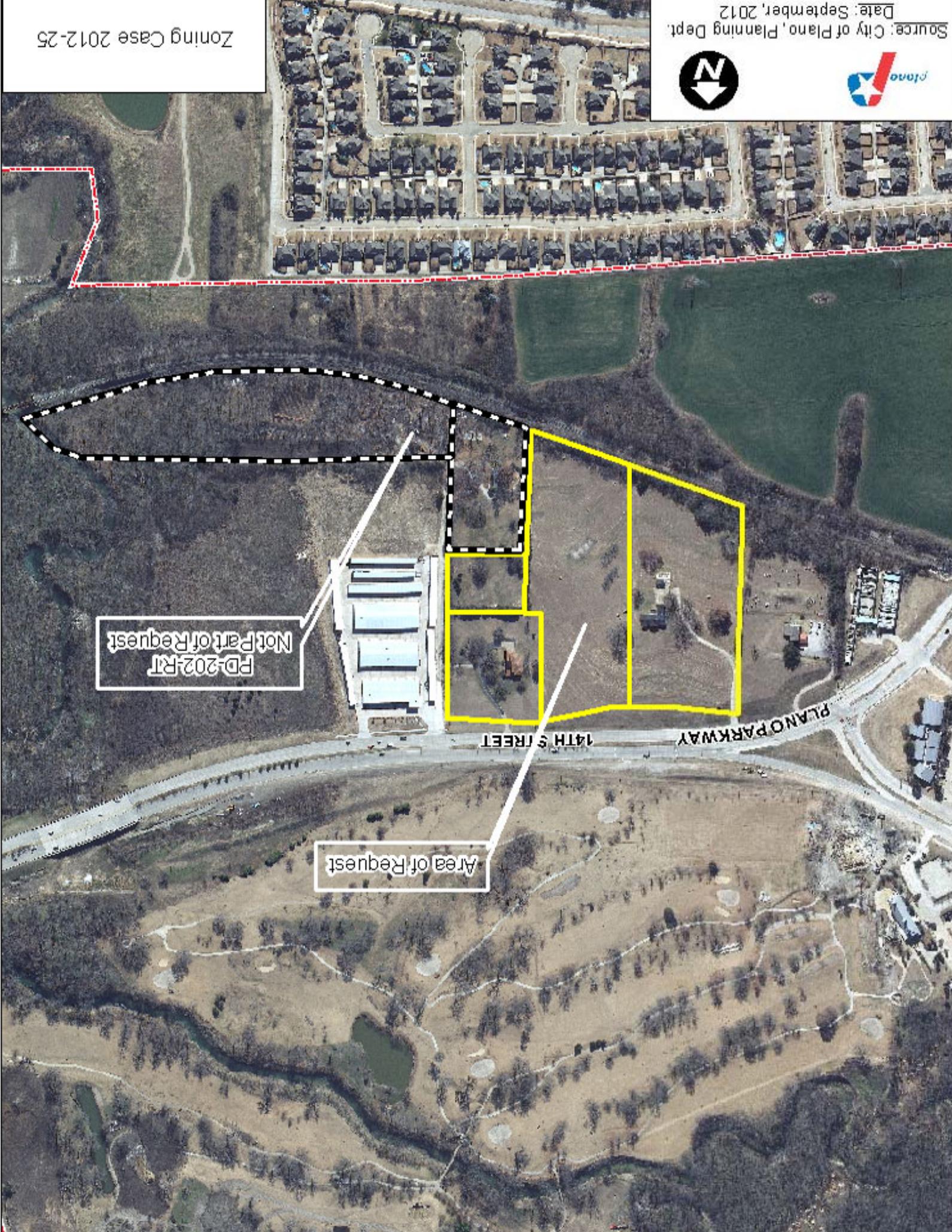


Zoning Case #: 2012-25

Existing Zoning: PLANNED DEVELOPMENT-202-
RESEARCH/TECHNOLOGY CENTER



○ 200' Notification Buffer



PD-202-RT
Not Part of Request

Area of Request

14TH STREET

PLANO PARKWAY

