

CITY COUNCIL

1520 AVENUE K



DATE: 10/12/2015
CALL TO ORDER: 7:00 p.m.
INVOCATION: Dr. Joseph Parker
First Presbyterian Church of Plano
PLEDGE OF ALLEGIANCE: Cadette Girl Scouts, Service Unit #155
Haggard Middle School

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Proclamation: October 24 is Food Day in Plano, recognizing the need to raise awareness of healthy food choices.</p> <p>Special Recognition: Plano's Tom Scott recently won the gold medal in kumite at the 2015 Pan American Games.</p> <p>Presentation: Plano's Parks & Recreation Department was chosen for the 2015 NRPA Gold Medal for Excellence in Parks & Recreation Management.</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Animal Shelter Advisory Committee</u></p> <p>Bryan Baldwin, Kevin Kimbrell, Sunny Ruth</p> <p><u>Board of Adjustment</u></p> <p>Ban Alali, Enghlab Ektekhari, Phil Head, Carolyn Kalchthaler, Robert Miller</p> <p><u>Building Standards Commission</u></p> <p>Edward Acklin, Richard Kelley, Arthur Stone</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Civil Service Commission</u> NiCole Williams</p> <p><u>Community Relations Commission</u> Judy Drotman, Daniel Edwards, Halimur Khan, Cynthia Moore, Donna Straker, Cynthia Thomas</p> <p><u>Cultural Affairs Commission</u> Marion Brockette, Jr., Nadia McInnis, Janelle Twyford-Silvis, Tom Venner</p> <p><u>Heritage Commission</u> Anthony Ricciardelli, Harold Sickler, Marianne Wells</p> <p><u>Library Advisory Board</u> Michael Bronsky, Rama Krishnan, Steven Lavine, Tammy McSwain, Tamra Sadafszaz</p> <p><u>Parks and Recreation Planning Board</u> Donna de Chabert, Douglas Shockey, Pamela Weaver</p> <p><u>Photographic Traffic Signal Advisory Committee</u> Mark Ball, Mark Boike, Natalie Crawford, Robert Drotman, Keith Weiss</p> <p><u>Planning and Zoning Commission</u> M. Nathan Barbera, Doug Bender, Hilton Kong, Michael O'Hanlon, Kayci Prince</p> <p><u>Plano Housing Authority</u> George Elking, Linda Prindiville, Wanda Russell</p> <p><u>Retirement Security Plan Committee</u> Karen Rhodes-Whitley, Sean Sullivan</p> <p><u>Senior Citizens Advisory Board</u> Karen Bellessa, Paul Gerber, Kent Neading, Philip Pollacia, Ralph Steckel, Billie Tinoco</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Tax Increment Financing Reinvestment Zone No. 2 Board</u></p> <p>Farrah Ahmed, Russell Coolik, Alan Johnson, Angela Miner, Shirley Ogden, Corey Reinaker, Roy Wilshire</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 28, 2015</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2015-400-B for the Joint Use Facility Neighborhood Services Renovation to Criterion Contractors, Inc. in the amount of \$345,030; and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2015-427-B for the Rowlett Creek Cured in Place Pipe Project No. 6508, to Insituform Technologies, LLC in the amount of \$7,728,472; and authorizing the City Manager to execute all necessary documents.</p> <p>(d) Rejection of RFP No. 2015-252-C for a Meeting Management Solution from all proposers.</p> <p><u>Purchase from an Existing Contract</u></p> <p>(e) To approve the purchase of one (1) Horton Type I, Ford F550 623 Med Unit, for Fleet Services to be utilized by the Fire Department, in the amount of \$241,043 from Professional Ambulance through an existing HGAC contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. AM10-14)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(f)	<p>To approve a Landscape Architect Professional Services Agreement by and between the City of Plano and Michael Kendall d/b/a KENDALL + Landscape Architecture, in the amount of \$72,500 for design services for multiple park and public building landscape and irrigation renovations and authorizing the City Manager to execute all necessary documents.</p>	
(g)	<p>To approve an Engineering Services Agreement by and between the City of Plano and Adams Consulting Engineers, Inc. in the amount of \$67,950 for floodplain analysis and FEMA Conditional Letter of Map Revision services for the Cottonwood Creek Trail Extension: Cottonwood Creek Greenbelt to Stoney Hollow Park project and authorizing the City Manager to execute all necessary documents.</p>	
(h)	<p>To approve a Professional Services Agreement by and between the City of Plano and Stantec Consulting Services, Inc. in the amount of \$153,000 for the Transportation Management Center Study, Project No. 6665; and authorizing the City Manager to execute all necessary documents.</p>	
	<p>Approval of Expenditure</p>	
(i)	<p>To approve expenditures for Major Arts Grants in the total amount of \$800,000 for support of arts and culture within the City of Plano.</p>	
	<p>Adoption of Resolutions</p>	
(j)	<p>To approve the terms and conditions of an Interlocal Agreement for Back-up 9-1-1 Service and Communications Support by and 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>	
(k)	<p>To approve the Second Amendment to the Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Plano, Texas, for the Regional Composting Program for one (1) ninety (90) day term as permitted by Article II of the Agreement; authorizing the City Manager to execute any and all documents in connection therewith; and providing an effective date.</p>	
(l)	<p>To authorize a modification of the Construction Manager at Risk (CMAR) contract between the City of Plano and Turner Construction Company for Jack Carter Pool Phases 2 and 3 construction for a Guaranteed Maximum Price (GMP) of \$10,375,182; authorizing the City Manager to execute the necessary contract documents; and providing an effective date.</p>	
(m)	<p>To approve the terms and conditions of a Waiver and Release of all of the City's rights and options to reacquire the "Skaggs Buildings", authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Ordinances</u></p> <p>(n) To transfer the sum of \$1,500,000 from the Recreation Revolving Fund Unappropriated fund balance to the Recreation Revolving Fund Operating Appropriation for fiscal year 2015-16 for the purpose of providing funding for capital expenditures related to the Jack Carter Pool project, amending the Budget of the City and Ordinance No. 2015-9-10, Section 1, Item "CC" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p> <p>(o) To amend Ordinance No. 2014-10-19; codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to reflect new rates and increase the fee schedules for water and sewer services effective November 1, 2015, and providing a repealer clause, a severability clause, a savings 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>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2015-22 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 5 so as to allow the additional use of Trade School on 0.1± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the south side of 14th Street, 175± feet west of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Barikuna Oqundipe</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2015-23 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 31.0± acres of land out of the Mary Scott Survey, Abstract No. 859, located at the southeast corner of 14th Street and Park Vista Road in the City of Plano, Collin County, Texas, from Agricultural to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Nancy Baker Higdon</p>	
(3)	<p>Public Hearing and consideration of an Ordinance to adopt the Plano Tomorrow Comprehensive Plan, providing the vision statements, policies, action statements, and maps as developed for the purpose of guiding future development within the City of Plano, Texas; repealing the current Comprehensive Plan, including Resolution No. 86-11-22(R), Resolution No. 87-2-21(R), Resolution No. 87-9-4(R), Resolution No. 88-1-18(R), Ordinance No. 2002-12-6, elements, maps, policy statements, and all additions and amendments thereto; and providing an effective date. Applicant: City of Plano</p> <p><u>Plano Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/12/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Proclamation: October 24 is Food Day in Plano, recognizing the need to raise awareness of healthy food choices.				
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 Meeting Date:		10/12/2015		
Department:		City Manager's Office		
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Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Special Recognitions: Plano's Tom Scott recently won the gold medal in kumite at the 2015 Pan American Games.				
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 Meeting Date:		10/12/2015		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Presentation: Plano's Parks & Recreation Department was chosen for the 2015 NRPA Gold Medal for Excellence in Parks & Recreation Management.				
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 28, 2015**

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

Ben Harris, Deputy Mayor Pro Tem

STAFF PRESENT

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

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, September 28, 2015, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; Real Estate, Section 552.072 and Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:00 p.m. in the Senator Florence Shapiro Council Chambers.

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

Board of Adjustment

Upon a motion made by Council Member Grady and seconded by Council Member Downs, the Council voted 7-0 to reappoint Carolyn Kalchthaler as Chair, and to reappoint Phil Head as an alternate member.

Building Standards Commission

Upon a motion made by Council Member Kelley and seconded by Council Member Harrison, the Council voted 7-0 to reappoint Art Stone as Chair and appoint Edward Acklin as a member.

Heritage Commission

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 7-0 to defer appointing a Chair and appoint Stephen Vitasek, Harold Sickler, Marianne Wells, and Anthony Ricciardelli as members.

Planning and Zoning Commission

The Council deferred appointment of a chair.

Collin County Appraisal District Board – Member Nomination

Upon a motion made by Council Member Miner and seconded by Council Member Downs, the Council voted 7-0 to nominate Michael Pirek.

Denton County Appraisal District Board – Member Nomination

The Council deferred a nomination at this time.

Personnel – Appointments/Reappointments

Animal Shelter Advisory Committee

Upon a motion made by Council Member Harrison and seconded by Council Member Miner, the Council voted 7-0 to reappoint Dr. Sunny Ruth as Chair and veterinarian member.

Community Relations Commission

Upon a motion made by Council Member Grady and seconded by Council Member Downs, the Council voted 7-0 to reappoint Michael Caranfa as Chair and appoint Daniel Edwards and Halimur Khan as members, and Donna Straker as an interim member.

Cultural Affairs Commission

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 7-0 to reappoint Marion Brockette, Jr. as Chair.

Library Advisory Board

Upon a motion made by Council Member Miner and seconded by Council Member Grady, the Council voted 7-0 to reappoint Tammy McSwain as chair and appoint Michael Bronsky, Rama Krishnan, and Tamra Sadafsz as members.

Parks and Recreation Planning Board

Upon a motion made by Council Member Kelly and seconded by C, the Council voted 7-0 to appoint Richard Horne as Chair and appoint Douglas Shockey as a member.

Photographic Traffic Signal Advisory Committee

Upon a motion made by Council Member Miner and seconded by Council Member Grady, the Council voted 7-0 to appoint Mark Ball as a member and May LaRosiliere deferred appointment of a Chair and Vice-Chair.

Retirement Security Plan Committee

Upon a motion made by Mayor LaRosiliere and seconded by Council Member Downs, the Council voted 7-0 to confirm the City Manager's recommendation to appoint Karen Rhodes-Whitley to an employee position and Myra Conklin as Chair.

Senior Citizens Advisory Board

Upon a motion made by Council Member Miner and seconded by Mayor Pro Tem Smith, the Council voted 7-0 to defer appointment of a Chair and appoint Billie Tinoco as a member and Kent Neading and Philip Pollacia as interim members.

Tax Increment Financing Reinvestment Zone No. 2 Board

City Attorney Mims stated State law allows for 5-15 members on the board and that staff recommends not filling the open positions, leaving ten members on the board.

Economic Development Departmental Report

Director of Economic Development Bane presented an overview of the department. She spoke to the purpose of Economic Development and how the department relays messages regarding the community. Ms. Bane discussed the process businesses use for site selection and provided a list of companies that relocated to Plano in 2014 and 2015. Ms. Bane spoke to the incentives available for businesses moving to Plano and the wage and job trends in the City. She detailed the future challenges of maintaining the City's "major business center" reputation, competition, and growth and expansion of existing businesses. Ms. Bane added opportunities include organic business growth, redevelopment, emerging industries, and recruitment from high cost and regulated markets.

Marketing and Community Engagement Departmental Report

Director of Marketing and Community Engagement Hayley advised marketing the City includes a process of creating, communicating, and delivering on our brand promise of "the City of Excellence". She spoke to the department branding goals of positioning Plano as "the place you want to be", building engagement, and creating community. Ms. Hayley discussed the visual and sound aspects of the marketing pieces, working with departments to engage the citizens, and creating a sense of community where all citizens feel valued, safe, important, and wanted. She stated a brand is how we identify ourselves, by reputation, visibility, and experience. Ms. Hayley spoke to the methods of engagement via social media and programs. She stated the goal of creating community encourages citizens to become more active with the city.

Consent and Regular Agendas

No items were discussed.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:43 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
September 28, 2015**

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

Ben Harris, Deputy Mayor Pro Tem

STAFF PRESENT

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

Mayor LaRosiliere convened the Council into the Regular Session on Monday, September 28, 2015, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Pastor Mussachio with Preston Meadow Lutheran Church led the invocation and Jr. Girl Scout Troop 3355 with Shepard Elementary led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere proclaimed September as Hunger Awareness Month and recognized the Lymphatic Education and Research Network and the organizations participating in the City of Plano Intern Program.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 7-0 to approve and adopt all items on the Consent Agenda as recommended, and as follows:

Approval of Minutes

September 14, 2015

(Consent Agenda Item "A")

Approval of Expenditures

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

Bid No. 2015-310-B for Renovation for the Archive Record Room at the Municipal Warehouse to Criterion Contractors, Inc. in the amount of \$131,382; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFP No. 2015-231-C for a five (5) year contract with one (1) five-year City optional renewal for a marketing program involving a hot air balloon and pilot for Visit Plano to William Lewis Broker in the amount of \$372,400; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

Bid No. 2015-334-C for a one (1) year contract with four (4) one-year City optional renewals for Cable Installation services for Technology Services to ABLe Communications, Inc. in the estimated annual amount of \$157,423; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

Purchase from an Existing Contract

To approve the purchase of one (1) International 7300 Dump Truck for Fleet Services to be utilized by the Parks and Recreation Department in the amount of \$76,683 from Southwest International Trucks, Inc. through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13) (Consent Agenda Item “E”)

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

To ratify a Professional Services Agreement by and between the City of Plano and Burgess & Niple, Inc. in the amount of \$64,958 for the Indian Creek Basins 1, 5 & 6 project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

To ratify a Professional Services Agreement by and between the City of Plano and Pipeline Analysis, LLC in the amount of \$72,108 for the Indian Creek Basins 8-12 project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

To ratify a Professional Services Agreement by and between the City of Plano and RJN Group, Inc. in the amount of \$95,506 for the Indian Creek Smoke Testing Basins 3 & 4 project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Approval of Expenditure

To ratify an expenditure in the amount of \$66,000 for Retirement Security Plan Trustee Bank Services utilized by Human Resources. (Consent Agenda Item “I”)

To approve expenditures for the Heritage Preservation Grant Program in the total amount of \$782,358 for heritage preservation. (Consent Agenda Item “J”)

To approve an expenditure for irrigation central control components in the amount of \$493,080 from Interspec, LLC for Parks and Recreation; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “K”)

To approve an expenditure for the purchase of a Motorola Radio Service Agreement from Motorola Solutions, Inc. for the City of Plano Digital Radio System in the estimated amount of \$439,450; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “L”)

To approve the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$75,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia, and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “M”)

To approve the purchase of various nonprint library materials including individual Playaway devices for Plano Public Library System (PPLS) in the amount of \$80,000 from Findaway World through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

To approve the purchase of various library materials including books, compact disks and books on CD for Plano Public Library System (PPLS) in the amount of \$110,000 from Brodart through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “O”)

To approve the purchase of various nonprint library materials including DVDs, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$300,000 from Midwest Tape through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “P”)

To approve the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$304,500 from OverDrive, Inc., a sole source provider, through City of Plano Contract No. 2014-370-X; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “Q”)

To approve the purchase of library materials including books, compact disks, and books-on-CD for Plano Public Library System (PPLS) in the amount of \$550,000 from Baker & Taylor through an existing contract/agreement with Texas State Contract 715-M2 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “R”)

Adoption of Resolutions

Resolution No. 2015-9-14(R): To approve the terms and conditions of an Advance Funding Agreement by and between the City of Plano, Texas, and the State of Texas, acting by and through the Texas Department of Transportation for a project using funds held in the State Highway 161 Subaccount; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item “S”)

Adoption of Ordinances

Ordinance No. 2015-9-15: To amend Section 12-101 of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of Hillridge Drive, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “T”)

Ordinance No. 2015-9-16: To abandon all right, title and interest of the City, in and to a certain tract of land described as a Combination Fire Lane and Access Easement, recorded in Volume 3033, Page 317, and a Combination Fire Lane, Access, and Utility Easement, recorded in Volume 3310, Page 680, Deed Records of Collin County, Texas, being part of a tract of land as described in deed to Car Park PL TX, LLC as recorded under Instrument No. 20110228000213250 of the Deed Records of Collin County, Texas also being a part of Lot 1R, Block 1, of Park Place Addition Replat, as recorded in Volume 2008, Page 572, Plat Records of Collin County, Texas, and being situated in the Lewis Wetsel Survey, Abstract No. 971, which is located within the city limits of Plano, Texas; quitclaiming all right, title and interest of the City in such easement to the owner of the property underlying the easement, CAR PARK PL TX LLC, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. (Consent Agenda Item “U”)

Ordinance No. 2015-9-17: To adopt and enact Supplement Number 112 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. (Consent Agenda Item “V”)

Ordinance No. 2015-9-18: To repeal Ordinance No. 92-6-17 codified as Article XVI, Self-Sufficiency Committee, of Chapter 2, Administration, of the Plano Code of Ordinances; and providing an effective date. (Consent Agenda Item “W”)

END OF CONSENT

Resolution No. 2015-9-19(R): To nominate an individual for election to the Collin County Central Appraisal District Board of Directors; and providing an effective date. (Regular Item “1”)

Upon a motion made by Council Member Miner and seconded by Council Member Downs, the Council voted 7-0, to nominate Michael Pirek for election to the Collin County Central Appraisal District Board of Directors; and further to adopt Resolution No. 2015-9-19(R).

With no further business, Mayor LaRosiliere adjourned the meeting at 7:30 p.m.

Harry LaRosiliere, Mayor

ATTEST

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/12/15		
Department:		Engineering		
Department Head		Caleb Thornhill		
Agenda Coordinator (include phone #): Michael Parrish x7554				
CAPTION				
Bid No. 2015-400-B for the Joint Use Facility Neighborhood Services Renovation to Criterion Contractors, Inc., in the amount of \$345,030, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		61,542	538,458	0
Encumbered/Expended Amount		-61,542	-21,716	0
This Item		0	-345,030	0
BALANCE		0	171,712	0
FUND(S): JOINT-USE FACILITY CIP				
<p>COMMENTS: Funding is available in the 2015-16 Joint-Use Facility CIP. The Neighborhood Services Renovation, in the amount of \$345,030, will leave a current year balance of \$171,712 available for future expenditures related to the Joint-Use Facility.</p> <p>STRATEGIC PLAN GOAL: Renovating existing facilities to consolidate staff in a single location to address Plano's neighborhoods relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Per Recommendation Memo.				
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: September 21, 2015
To: Michael Parrish, Sr. Buyer
From: Richard Medlen, Facilities Maintenance Superintendent
Subject: Joint Use Facility – Neighborhood Services Renovation – Bid #2015-400-B

I have reviewed the bids submitted for the Neighborhood Services Renovation at the Joint Use Facility. I recommend award to the lowest, responsive, responsible bidder, which is Criterion Contractors, Inc., in the total amount of \$345,030, which includes Alternate 1 for \$2,640, Alternate 2 for \$8,610, and Alternate 3 for \$780.00. An additional bid was received from SDB, Inc., for a total of \$426,242. There were also two (2) bids received that were deemed nonresponsive. One, from Festac Building Constructors, Inc., for \$477,245.50, did not submit the required Bid Bond. One, from Drive Construction, LLC, for \$293,659, took exceptions to voice data cabling-raceway, security system, furniture moving and cost for background checks.

The Neighborhood Services Renovation at the Joint Use Facility is needed to consolidate staff from the Municipal Center and the Joint Use building at one (1) location to improve the department's new strategies and tools for strengthening Plano's neighborhoods, and address the issues of a maturing community. The move will facilitate the strategic development of these programs and activities and ensure that the department's staff are working cooperatively towards these goals.

The funding for this project is in Fund 60, Account 61100.

Please contact me if you have any questions.

/liw

cc: Jim Razinha
Matt Yager
Earl Whitaker
Lori Schwarz
Sandra Bloomer

CITY OF PLANO

BID NO. 2015-400-B JOINT USE FACILITY – NEIGHBORHOOD SERVICES RENOVATION BID RECAP

Bid Opening Date/Time: September 15, 2015 @ 2:00 PM

Number of Vendors Notified: 6279

Vendors Submitting “No Bids”: 0

Number of Non-Responsive Bids: 2

Number of Responsive Bids Submitted: 2

<u>Vendor Name</u>	<u>Base Bid Plus Alternates</u>
Criterion Contractors, Inc.	\$345,030
SDB, Inc.	\$426,242

Recommended Vendor:

Criterion Contractors, Inc. \$345,030

Michael Parrish

September 18, 2015

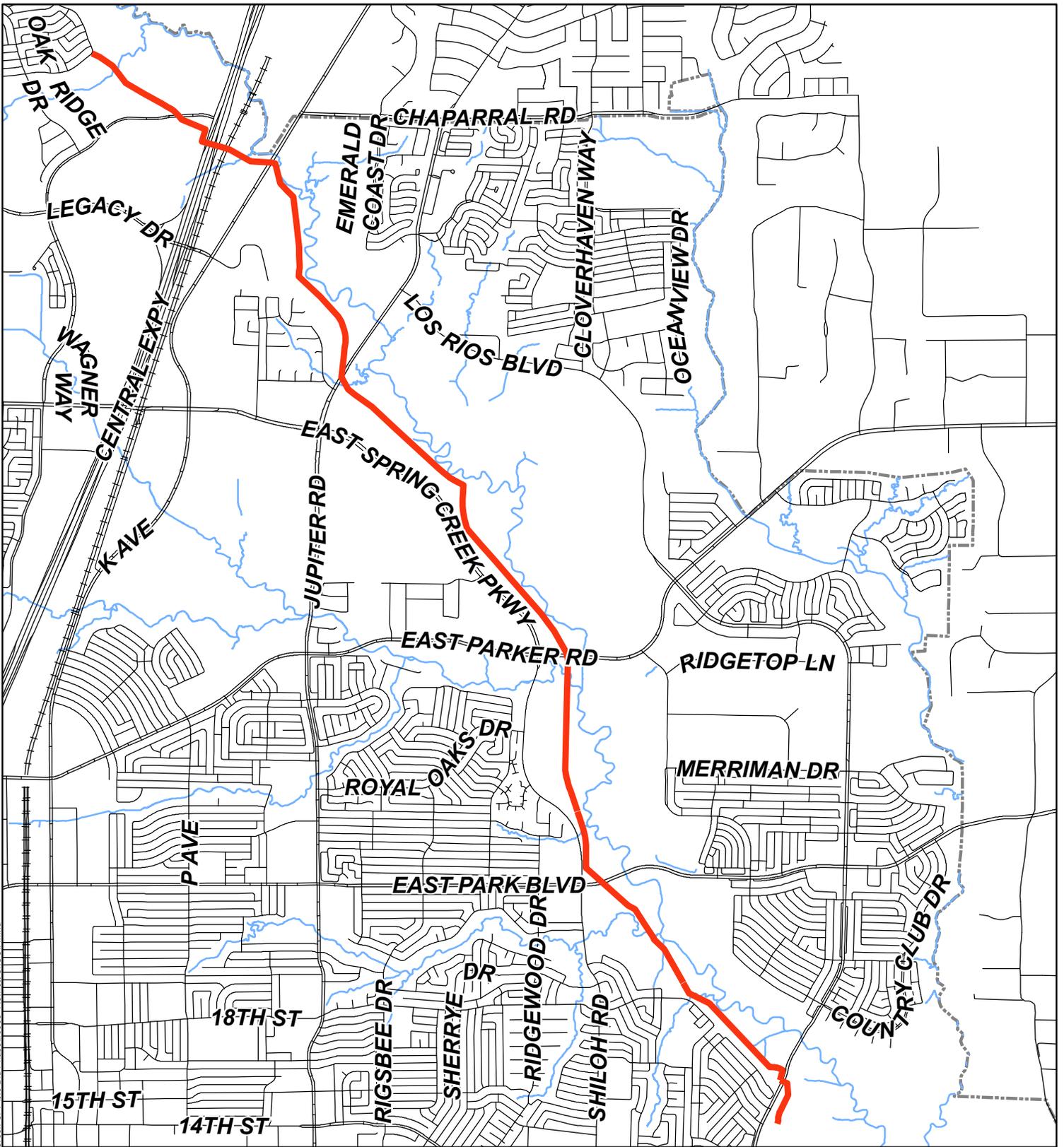
Michael Parrish, Senior Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/12/15		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, PE		
Agenda Coordinator (include phone #):		Kathleen Schonne(7198)		Project No. 6508
CAPTION				
Bid No. 2015-427-B for the Rowlett Creek Cured in Place Pipe Project No. 6508, to Insituform Technologies, LLC in the amount of \$7,728,472, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	432,231	8,350,769	0	8,783,000
Encumbered/Expended Amount	-432,231	-97,730	0	-529,961
This Item	0	-7,728,472	0	-7,728,472
BALANCE	0	524,567	0	524,567
FUND(S): SEWER CIP				
<p>COMMENTS: Funding is available for this item in the 2015-16 Sewer CIP. Construction of the Rowlett Creek Cured in Place Pipe project, in the amount of \$7,728,472, will leave a current year balance of \$524,567 available for future expenditures related to this or other Sewer CIP projects.</p> <p>STRATEGIC PLAN GOAL: Rehabilitating City of Plano sewer lines relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the bid of Insituform Technologies, LLC, in the amount of \$7,728,472.00, be accepted as the lowest responsible bid, conditioned on timely execution of any necessary contract documents.</p> <p>The second lowest bidder is, Layne Inliner, LLC, in the amount of \$9,647,668.00.</p> <p>The engineer's estimate was \$7,100,000.</p> <p>The scope of work includes rehabilitation of the existing 21 inch to 42 inch diameter reinforced sanitary sewer concrete pipe interceptor. Section of interceptor to be rehabilitated is approximately 5.23 miles (starting at Chase Oaks and terminating at lift station at Los Rios Blvd). Manholes are to be replaced to meet TCEQ and City of Plano Manual for the Design of Water and Sanitary Sewer Lines requirements.</p>				
List of Supporting Documents: Location Map, Bid Recap			Other Departments, Boards, Commissions or Agencies N/A	



husaini_9/30/2015 2:15:21 ENGINEER\Husaini_Hamza\6508 - Rowlett Creek_Cured in Place Pipe - Rowlett_C_CIP.mxd

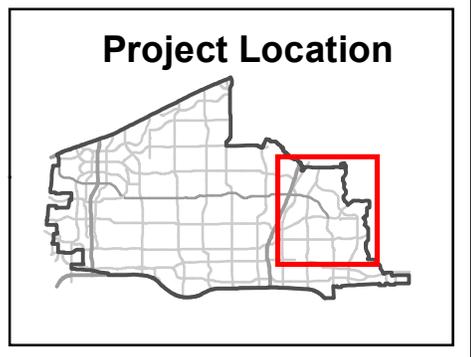


0 6001,200
 Feet

**Rowlett Creek Cured in Place Pipe
 Project No. 6508**



September, 2015
 City of Plano GIS Division



CITY OF PLANO

Bid No. 2015-427-B

Rowlett Creek Cured in Place Pipe – Project No. 6508

Bid Recap

Bid opening Date/Time: September 29, 2015 @ 2:30 PM

Number of Vendors Notified: 8,030

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 2

<u>Vendor Name</u>	<u>Total Base Bid</u>
Insituform Technologies, LLC	\$7,728,472.00
Layne Inliner, LLC	\$9,647,668.00

Recommended Vendor(s):
Insituform Technologies, LLC \$7,728,472.00

Corey Isaacs

Corey Isaacs, Buyer II

September 30, 2015

Date



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/12/15		
Department:		City Secretary		
Department Head		Lisa Henderson		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
Rejection of RFP No. 2015-252-C for a meeting management solution from all proposers.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
FISCAL YEAR:				
Budget	0	0		
Encumbered/Expended Amount	0	0	0	0
This Item	0	0		
BALANCE	0	0		
FUND(S): N/A				
COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Rejecting bids that do not meet established specifications and are not in the best interest of the City of Plano relates to the City's goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
See Memo.				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies	



Memorandum

Date: October 2, 2015
To: Diane Palmer-Boeck
From: Lisa C. Henderson, City Secretary
Subject: Meeting Management Solution – RFP 2015-252-C

After a thorough review of the proposals submitted, staff recommends rejecting all proposals for the Meeting Management Solution. During the evaluation process it became apparent the proposal's submitted did not meet all the requirements specified.

Staff will reevaluate the specifications and reissue the proposal to include revised specifications at a later date.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/12/15		
Department:		Public Works		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Lincoln Thompson x7376				
CAPTION				
To approve the purchase of one (1) Horton Type I, Ford F550 623 Med Unit, for Fleet Services to be utilized by the Fire Department, in the amount of \$241,043 from Professional Ambulance through an existing HGAC contract and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. AM10-14)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,311,000	0	2,311,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-241,043	0	-241,043
BALANCE	0	2,069,957	0	2,069,957
FUND(s): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are available in the FY 2015-16 Adopted Budget to purchase one (1) Horton Type I, Ford F550 623 Med Unit as a new addition to the Fleet in Cost Center #552/Fire. Remaining balance will be used for other Fleet and Equipment purchases. STRATEGIC PLAN GOAL: Providing one (1) Horton Type I, Ford F550 623 Med Unit for Fleet Services relates to the City's Goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC Contract No. AM10-14 / City of Plano Internal Contract No. 2015-187-O)				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies NA	



Memorandum

Date: September 24, 2015
To: Bruce D. Glasscock, City Manager
From: Reid Choate, Fleet Manager
Subject: Med Unit Purchase Recommendation

It is the recommendation of Fleet Services to add one (1) Horton Type I, Ford F550 623 Med Unit from Professional Ambulance through HGAC Contract No. AM10-14 in the amount of \$241,043.00.

This unit will be a New Addition to the Fleet in Cost Center 552/Fire.

Plano Fire-Rescue (PFR) is increasing our level of service from seven (7) to eight (8), full time ambulances. We will continue to operate 1 demand ambulance that runs during peak hours. PFR will have 9 ambulances being utilized for emergency response and 2 utilized as reserve/backup units. In order to support this increased level of service and ensure quality and availability of ambulances, the 11th ambulance is required. If this additional ambulance is not approved, the City of Plano runs the risk of not being able to fully support the increased level of service, and possibly reducing the current level of service.

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



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:		10/12/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Approval of a Landscape Architect Professional Services Agreement by and between the City of Plano and Michael Kendall d/b/a KENDALL + Landscape Architecture, in the amount of \$72,500 for design services for multiple park and public building landscape and irrigation renovations and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	448,948	1,710,053	1,250,000	3,409,001
Encumbered/Expended Amount	-448,948	-181,355	0	-630,303
This Item	0	-72,500	0	-72,500
BALANCE	0	1,456,198	1,250,000	2,706,198
FUND(S): CAPITAL RESERVE FUND				
<p>COMMENTS: Funding for this item is available in the 2015-16 Capital Reserve CIP. This landscape architect professional services agreement, in the amount of \$72,500, will leave a current year balance of \$1,456,198 available for future expenditures related to renovations of irrigation systems and public building landscaping.</p> <p>STRATEGIC PLAN GOAL: Preparations of plans and specifications for upcoming renovations relates to the City's goals of a Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>This Agreement provides for the preparation of plans and specifications for renovation of Indian Creek Park, Russell Steindam Park, Fire Station 7, and Haggard Library. The new improvements will include new landscape and irrigation, trail repair, and site amenity replacement and repair. Also included will be plans and specifications for erosion control repair at Bob Woodruff Park-North and updating the current irrigation standard details.</p> <p>The total contract is \$72,500 and includes basic services, reimbursable expenses, and surveying. The professional services fee is 8.1% of the estimated construction cost of \$891,110.</p> <p>KENDALL + Landscape Architecture is on the 2014-15 selected list of qualified consultants for Landscape Architecture.</p>				



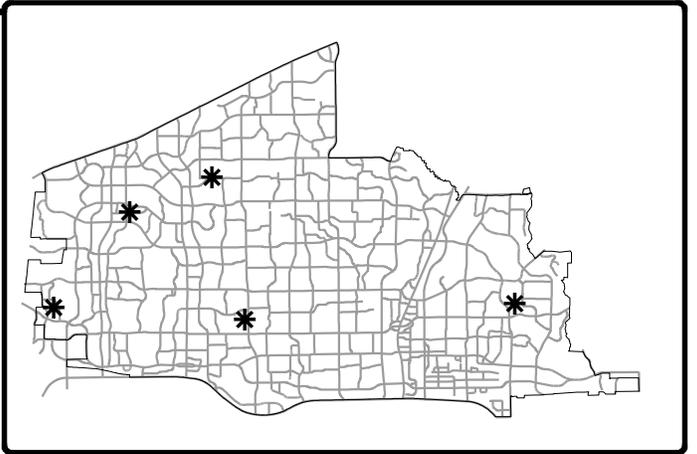
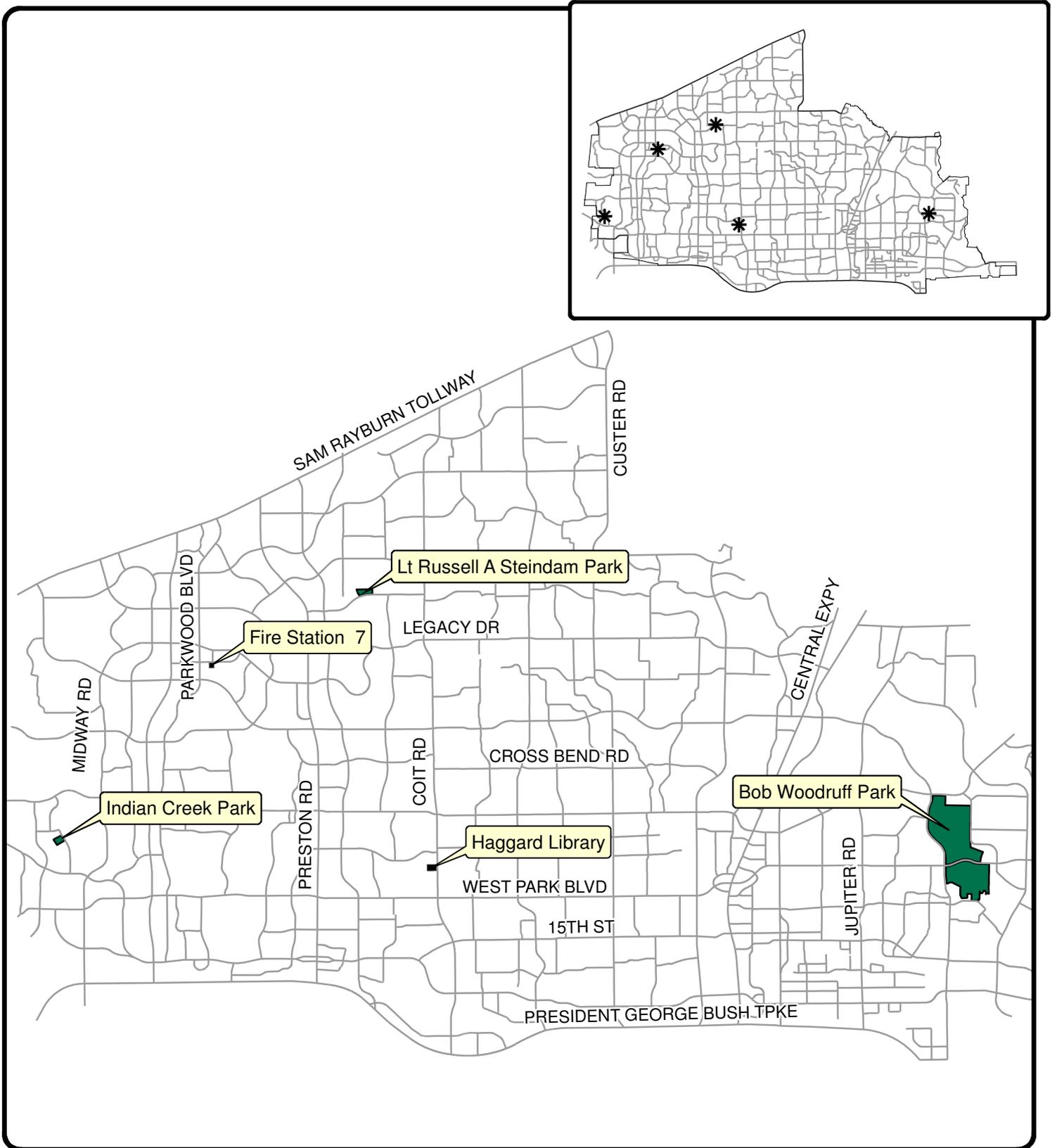
CITY OF PLANO COUNCIL AGENDA ITEM

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

Location Map



Bob Woodruff Park, Fire Station 7, Haggard Library,
Indian Creek Park & Russell Steindam Park



2015-16 PARK AND PUBLIC BUILDING RENOVATION

PROJECT NO. 6639

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **MICHAEL KENDALL d/b/a KENDALL + LANDSCAPE ARCHITECTURE**, a **SOLE PROPRIETORSHIP**, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **2015-16 PARK AND PUBLIC BUILDING RENOVATION** located in the City of Plano, Collin County and Denton County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Architect

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE ARCHITECT'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND

ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any

other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

KENDALL + Landscape Architecture
Attn: Michael Kendall
8150 North Central, Suite M2025
Dallas, TX 75206

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

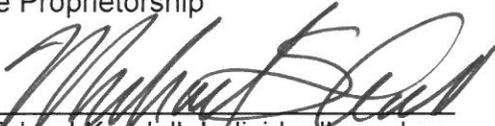
G. Authority to Sign:

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

SIGNED on the date indicated below.

**MICHAEL KENDALL d/b/a
KENDALL + LANDSCAPE ARCHITECTURE**
A Sole Proprietorship

DATE: 3 SEPT 15

BY: 
Michael Kendall, Individually and as
SOLE PROPRIETOR

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

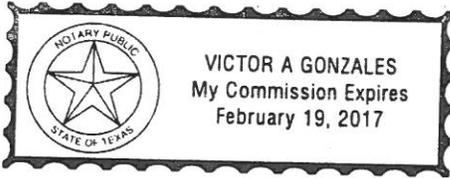
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 3rd day of Sept., 2015, by **MICHAEL KENDALL, SOLE PROPRIETOR, d/b/a KENDALL + LANDSCAPE ARCHITECTURE**, a sole proprietorship, individually and on behalf of said company.



Victor A. Gonzales

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES INDIAN CREEK PARK RENOVATION LT. STEINDAM PARK RENOVATION BOB WOODRUFF PARK RENOVATION HAGGARD LIBRARY RENOVATION FIRE STATION NO. 7 RENOVATION IRRIGATION STANDARD DETAILS PLANO, TEXAS

Indian Creek

- I. Schematic Design: KENDALL + Landscape Architecture will prepare preliminary drawings for the above mentioned park area that will include the following list of improvements. The preliminary drawings will be provided for the City's review. The Schematic design drawings will be color rendered plans.
 - A. Conduct a project initiation meeting with Owner to establish the design intent and program requirements. Obtain all available site information and budget considerations.
 - B. Prepare a schematic design plan and graphics that include:
 1. Add trail connection from the shelter area to the southwest corner.
 2. Add trail from the playground to the northeast corner.
 3. Correct grading at the northeast corner by cutting a swale to the existing inlet.
 4. Add stone wall to correct drainage problem at the trail south of the shelter.
 5. Repaint Soccer goals
 6. Repaint the basketball court.
 7. Possibly replace grills.
 8. Place trash cans on concrete pads.
 9. Remove tree east of playground and tree in NW corner. (tree trimming throughout property as needed)
 10. Prune all existing trees.
 11. Remove ornamental trees at the northwest corner and the east side of the playground.
 12. New irrigation for the entire site.
 13. Sequence irrigation so that 1/2" of water can be placed in an 8 hour cycle.
 14. Correct double meter connection so that both meters work equally.
 15. Reconnect the existing 2" meters.
 16. Add bubbler loop for future trees.
 17. No bubblers at existing larger trees.
 18. Soil depth samples to determine rock depth for topdressing and to inform L.I.C.
 19. Hide electric meter rack.
 20. Add trees along the west property line and west side of the Playground.
 21. The budget is \$250,000.00.
 - D. Documents will be based on existing plans available from the City of Plano. No new survey.
- II. Final Construction Documents
 - A. Meet with the City of Plano to confirm the budget of \$250,000.00.
 - B. Based on the approved Schematic Design plans, KENDALL + Landscape Architecture will prepare Construction drawings and contract documents for the project. The documents will be consistent with current code requirements. The drawings will be as follows:
 1. Prepare final construction documents for the Hardscape items:
 - a. Add trail connection from the shelter area to the southwest corner.
 - b. Add trail from the playground to the northeast corner.
 - c. Correct grading at the northeast corner by cutting a swale to the existing inlet.

- d. Add stone wall to correct drainage problem at the trail south of the shelter.
- e. Repaint Soccer goals
- f. Repaint the basketball court.
- g. Possibly replace grills.
- h. Place trash cans on concrete pads.
- b. Details.
- 2. Prepare final construction documents for the Softscape items:
 - a. Prune all existing trees
 - b. New irrigation for the entire site.
 - c. Sequence irrigation so that 1/2" of water can be placed in an 8 hour cycle.
 - d. Correct double meter connection so that both meters work equally.
 - e. New 2" meter at northeast corner
 - f. Add bubbler loop for future trees.
 - g. No bubblers at existing larger trees.
 - h. Soil depth samples to determine rock depth for topdressing and to inform L.I.C.
 - i. Hide electric meter rack.
 - j. Possibly add trees along the west property line.
- 3. Details.
- 4. Prepare bidding documents.
- 5. Coordinate work with the consultants.
- 6. Review all work with the Owner and Consultants for input and approval before issue of bidding set.
- C. Documents will be based on existing plans available from the City of Plano. No new survey.

Lt. Steindam Park Renovation

- I. Schematic Design: KENDALL + Landscape Architecture will prepare preliminary drawings for the above mentioned park area that will include the following list of improvements. The preliminary drawings will be provided for the City's review. The Schematic design drawings will be color rendered plans.
 - A. Conduct a project initiation meeting with Owner to establish the design intent and program requirements. Obtain all available site information and budget considerations.
 - B. Field Survey:
 - 1. Approximate 7.5 acre Park bounded by Quincy Lane, Grace Avenue, Jaguar Drive and Reunion.
 - 2. The survey will use conventional means and methods.
 - 3. T.B.M. will be provided to the City and Contractor.
 - 4. All existing visible improvements on the subject property.
 - 5. Obtain elevations on-site sufficient to provide 1 foot contours and spot grades.
 - 6. Streets will be located to the center of pavement.
 - 7. Obtain location of visible on-site utilities including tops, flow lines, sizes of inlets and manholes. Utility poles and electrical structures shall be included.
 - 8. Underground utilities will be shown in their approximate locations based on available utility maps supplied by the client or utility companies.
 - 9. Trees 6" in diameter and larger measured three feet from the ground will be located and identified by their common name.
 - C. Prepare a schematic design plan and graphics that include:
 - 1. Add trail connection from the shelter area to the southwest corner.
 - 2. Add trail from the playground to the northeast corner.
 - 3. Correct grading at the northeast corner by cutting a swale to the existing inlet.
 - 4. Add stone wall to correct drainage problem at the trail south of the shelter.
 - 5. Repaint Soccer goals

6. Repaint the basketball court.
7. Possibly replace grills.
8. Place trash cans on concrete pads.
9. Remove tree east of playground and tree in NW corner. (tree trimming throughout property as needed)
10. Prune all existing trees
11. New irrigation for the entire site.
12. Sequence irrigation so that 1/2" of water can be placed in an 8 hour cycle.
13. Correct double meter connection so that both meters work equally.
14. New 2" meter at northeast corner
15. Add bubbler loop for future trees.
16. No bubblers at existing larger trees.
17. Soil depth samples to determine rock depth for topdressing and to inform L.I.C.
18. Hide electric meter rack.
19. Possibly add trees along the west property line.
20. The budget is \$325,000.00.

II. Final Construction Documents

- A. Meet with the City of Plano to confirm the budget of \$325,000.00.
- B. Based on the approved Schematic Design plans, KENDALL + Landscape Architecture will prepare Construction drawings and contract documents for the project. The documents will be consistent with current code requirements. The drawings will be as follows:
 1. Prepare final construction documents for the Hardscape items:
 - i. Add trail connection from the shelter area to the southwest corner.
 - j. Add trail from the playground to the northeast corner.
 - k. Correct grading at the northeast corner by cutting a swale to the existing inlet.
 - l. Add stone wall to correct drainage problem at the trail south of the shelter.
 - m. Repaint Soccer goals
 - n. Repaint the basketball court.
 - o. Possibly replace grills.
 - p. Place trash cans on concrete pads.
 - q. Details.
 2. Prepare final construction documents for the Softscape items:
 - k. Prune all existing trees
 - l. New irrigation for the entire site.
 - m. Sequence irrigation so that 1/2" of water can be placed in an 8 hour cycle.
 - n. Correct double meter connection so that both meters work equally.
 - o. New 2" meter at northeast corner
 - p. Add bubbler loop for future trees.
 - q. No bubblers at existing larger trees.
 - r. Soil depth samples to determine rock depth for topdressing and to inform L.I.C.
 - s. Hide electric meter rack.
 - t. Possibly add trees along the west property line.
 3. Details.
 4. Prepare bidding documents.
 5. Coordinate work with the consultants.
 6. Review all work with the Owner and Consultants for input and approval before issue of bidding set.

Bob Woodruff Park North

- I. Schematic Design: KENDALL + Landscape Architecture will prepare preliminary drawings for the above mentioned park area that will include the following list of improvements. The preliminary drawings will be provided for the City's review.
 - A. Conduct a project initiation meeting with Owner to establish the design intent and program requirements. Obtain all available site information and budget considerations.
 - B. Prepare a schematic design plan and graphics that include:
 1. Install stone wall to correct drainage. Add soil behind the wall to level grade. Wall height shall be a maximum of 30". Add Zoysia sod behind wall. Reset irrigation.
 2. Prepare an alternate to replace the concrete block wall with a stone wall to match existing stone walls.
 3. Move light pole to clearance between trees.
 4. Add decomposed granite at bare soil area. Add concrete edge to match new adjacent stone wall. Reset irrigation.
 5. Reconstruct straight wall to curved wall. Reset concrete cap. Stain new and old caps so that they match. Add Zoysia sod to back side of the wall. Reset irrigation.
 6. Prune tree.
 7. Add soil to flush the back side of the existing wall and add Zoysia sod. Prune trees.
 8. Add decomposed granite and concrete edging. Trim Red Oak. Reset irrigation.
 9. The budget is \$50,000.00.
 - C. Documents will be based on existing plans available from the City of Plano. No new survey.
- II. Final Construction Documents
 - A. Meet with the City of Plano to confirm the budget of \$50,000.00.
 - B. Based on the approved Schematic Design plans, KENDALL + Landscape Architecture will prepare Construction drawings and contract documents for the project. The documents will be consistent with current code requirements. The drawings will be as follows:
 1. Prepare final construction documents for the Hardscape items:
 - a. New stone walls to correct drainage.
 - b. Relocate stone walls.
 - c. Decomposed granite paving to repair missing lawn.
 - d. Relocate light pole.
 - e. Details.
 2. Prepare final construction documents for the Softscape items:
 - a. Prune all existing trees in the project areas.
 - b. Reset irrigation.
 - c. New lawn at disturbed areas.
 3. Details.
 4. Prepare bidding documents.
 5. Coordinate work with the consultants.
 6. Review all work with the Owner and Consultants for input and approval before issue of bidding set.
 - C. Documents will be based on existing plans available from the City of Plano. No new survey.

Haggard Library

- I. Schematic Design: KENDALL + Landscape Architecture will prepare preliminary drawings for the above mentioned park area that will include the following list of improvements. The preliminary drawings will be provided for the City's review. The Schematic design drawings will be color rendered plans.

- A. Conduct a project initiation meeting with Owner to establish the design intent and program requirements. Obtain all available site information and budget considerations.
 - B. Prepare a schematic design plan and graphics that include:
 - 1. Remove both side limestone caps. Remove drip irrigation. Compact material between walls. Install a full limestone cap.
 - 2. Remove existing stone edging and planting. Lower grade to below finished floor. Add new planting. Add concrete mow strip.
 - 3. Trim American Holly to remain.
 - 4. Add 2 medium sized trees.
 - 5. Remove stone edging. Add flume to channel water away from the building. Lower grade at the building to below finished floor. Add new planting.
 - 6. Remove steel edging, add concrete edging and refresh the decomposed granite.
 - 7. Add Zoysia sod.
 - 8. Remove declining Red Oak. Recondition the parking lot island. Install Chinquapin Oaks and groundcover.
 - 9. Several existing 4' parking lot islands are either missing trees or have declining trees. These islands will be removed and paving and striping installed. The final count of islands to be removed is to be determined.
 - 10. Add Chinquapin Oaks.
 - 11. Remove the eastern Live Oak. Trim the Live Oaks to provide increased light at the ground. Add mulch at the bare soil.
 - 12. Existing controllers to be removed and returned to COP.
 - 13. Remove existing Sweet Gum.
 - 14. Install 2 medium sized trees. Possibly Pistachio.
 - 15. New sod and trees.
 - 16. Remove shrubs
 - 17. Remove lights
 - 18. The existing courtyard may be reconstructed. Michael to contact the Library to determine possible reprogramming the use.
 - 19. Existing meter. Replace flow meter and all downstream components.
 - 20. Remove existing plant material at the entry island. Recondition the soil and replant.
 - 21. Remove shrubs and lower soil against the wall. Remove existing lighting and replace with small LED fixtures. Fill in old pin mounted lettering holes. Clean the wall. Install Zoysia sod.
 - 22. Correct broken curbs. The final locations to be determined. Approximate 10 locations.
 - 23. Remove Knock Out Roses. Possible replanting.
 - 24. Possibly new meter.
 - 25. The budget is \$100,000.00.
 - D. Documents will be based on existing plans available from the City of Plano. No new survey.
- II. Final Construction Documents
- A. Meet with the City of Plano to confirm the budget of \$60,000.00.
 - B. Based on the approved Schematic Design plans, KENDALL + Landscape Architecture will prepare Construction drawings and contract documents for the project. The documents will be consistent with current code requirements. The drawings will be as follows:
 - 1. Prepare final construction documents for the Hardscape items:
 - a. Paver removal and reset.
 - b. Remove lighting.
 - c. Parking lot island removal and flush concrete reinstalled.
 - 2. Prepare final construction documents for the Softscape items:
 - a. Prune all existing trees
 - b. New groundcover planting

- c. New trees.
- d. New overall irrigation.
- e. Details.
- 4. Prepare bidding documents.
- 5. Coordinate work with the consultants.
- 6. Review all work with the Owner and Consultants for input and approval before issue of bidding set.
- C. Documents will be based on existing plans available from the City of Plano. No new survey.

Fire Station No. 7

- I. Schematic Design: KENDALL + Landscape Architecture will prepare preliminary drawings for the above mentioned park area that will include the following list of improvements. The preliminary drawings will be provided for the City's review. The Schematic design drawings will be color rendered plans.
 - A. Conduct a project initiation meeting with Owner to establish the design intent and program requirements. Obtain all available site information and budget considerations.
 - B. Prepare a schematic design plan and graphics that include:
 - 1. Add planting at the existing sign. Possibly repainting the sign. Possibly add ornamental trees behind the sign.
 - 2. Remove existing lighting.
 - 3. Add Purple Wintercreeper.
 - 4. Remove the western pavers. Reset the eastern pavers with new mow strip.
 - 5. Change the up lights to the 2 light bollards.
 - 6. Remove shrubs and replant island.
 - 7. Add Purple Wintercreeper.
 - 8. Remove Bradford Pear.
 - 9. Add concrete mow strip to provide southern edge of new Purple Wintercreeper.
 - 10. Remove southern Cedar Elm.
 - 11. Remove shrubs.
 - 12. Police Officer mentioned that a building leak is occurring at this corner.
Addressed by Parks.
 - 13. Replanting island due to building installation.
 - 14. Fencing needs to be reinstalled.
 - 15. Add decomposed granite.
 - 16. Add Purple Wintercreeper.
 - 17. Remove Photinia.
 - 18. Remove Crape Myrtle
 - 19. Install new medium sized tree.
 - 20. Remove shrubs and add lawn.
 - 21. Add Purple Wintercreeper at the bare soil areas and the removed shrubs with new mow strip connecting to building.
 - 22. The budget is \$100,000.00.
 - D. Documents will be based on existing plans available from the City of Plano. No new survey.
- II. Final Construction Documents
 - A. Meet with the City of Plano to confirm the budget of \$100,000.00.
 - B. Based on the approved Schematic Design plans, KENDALL + Landscape Architecture will prepare Construction drawings and contract documents for the project. The documents will be consistent with current code requirements. The drawings will be as follows:
 - 1. Prepare final construction documents for the Hardscape items:
 - d. Paver removal area and paver reset.
 - e. Sign wall painting.
 - f. Fence reconstruction

- g. Lighting removal.
- 2. Prepare final construction documents for the Softscape items:
 - f. Prune all existing trees
 - g. New groundcover planting
 - h. New trees.
 - i. New overall irrigation.
 - j. Details.
- 4. Prepare bidding documents.
- 5. Coordinate work with the consultants.
- 6. Review all work with the Owner and Consultants for input and approval before issue of bidding set.
- C. Documents will be based on existing plans available from the City of Plano. No new survey.

Standard Irrigation Details

- I. Final Construction Documents
 - A. Update the Standard City of Plano irrigation details per a markup provided by the city.
 - B. Present the modified details for City review.
 - C. Make revisions to the details based on city review.
 - D. Provide the City with a pdf and AutoCAD 2014 copy of the details
 - E. Technical specifications necessary to describe the materials, systems, equipment, workmanship, quality, methods and performance criteria required for construction of proposed improvements not covered by the standard City of Plano specifications. Engineered web site specifications which apply to this project will be used.
 - F. Preparation of a "mark-up" of the standard City of Plano bid and contract forms including preparation of a contract bid schedule for the project. We will assist the City in bidding and awarding of the construction contract, preparation of bid tabulations and a letter of contractor recommendations.
- III. Bid Administration
 - A. Answering bid questions from Michael Vaughn.
 - B. Providing City with a bid recommendation.
 - C. Check Contractors calculations on bid for accuracy.
- IV. Construction Observation
 - A. Check and approve construction materials samples, shop drawings and any other submissions for conformance with contract documents and design intent.
 - B. Make 8 trips to the site to assist the Owner in observing the progress, process, and quality of the installation of applicable softscape items.
 - C. Provide the Owner with 8 field reports corresponding to the site visits above and documenting site activity observed with any recommendations regarding the construction necessary to assure conformance to contract documents, desired quality, and design intent.
- VI. Project Closeout
 - A. Final drawings in AutoCAD 2000. No xrefs or NAD83 Datum. Final drawings are based on pdfs of the previous project provided by the City of Plano.
 - B. We will create a "Record" set of drawings based on information provided by the Owner and Contractor.
 - C. We will provide a CD of all drawings and images for the project.
- VII. Additional Services

- A. Additional Services: KENDALL + Landscape Architecture agrees this is a turnkey project for the City of Plano and will perform work, within reason, that is necessary to prepare a competitive bid situation. Services that are not expressly written in the above outline will be considered additional services. KENDALL + Landscape Architecture will not be proceeding with any additional services without the written authorization from the City and an agreement regarding fee.
- B. Payment for such services will be mutually agreed to prior to initiating the services and will be billed on a percentage complete for each phase on same monthly basis plus reimbursable expenses.
- C. Hourly rates for additional services shall be billed as shown below:

Principal	\$150 per hour
Project Landscape Architect	\$90 per hour
Draftsman	\$60 per hour
Clerical	\$40 per hour
- D. The following additional services may be included in this scope of services if authorized in writing by the Owner.
 - 1. Revisions to drawings previously approved by the Owner.
 - 2. Services of consultants other than stated above.
 - 3. Construction surveying, staking, and verification.
 - 4. Public presentations and additional presentations beyond those outlined above.
 - 5. Assist the Owner in making decisions on all claims regarding the applicable site development work.
 - 6. Representation in litigation and/or negotiations.
 - 7. Change Orders as caused by participants other than the Landscape Architect for significant increase in scope of the work.
 - 8. Execution of three-way contracts
 - 9. Drainage, water, or sanitary sewer study or report.
 - 10. LEED design and/or documentation.
 - 11. Planned Development creation or existing modification.
 - 12. Filing fees for the TDLR submission.
 - 13. Construction Observation site visits in excess of 8.

EXHIBIT "B"

COMPLETION SCHEDULE
INDIAN CREEK PARK RENOVATION
LT. STEINDAM PARK RENOVATION
BOB WOODRUFF PARK RENOVATION
HAGGARD LIBRARY RENOVATION
FIRE STATION NO. 7 RENOVATION
STANDARD IRRIGATION DETAILS

KENDALL + Landscape Architecture agrees to complete the scope of services for Schematic Design, and Construction Documents described in Exhibit "A" within 120 days from execution of contract excluding plan reviews.

EXHIBIT "C"

PAYMENT SCHEDULE
INDIAN CREEK PARK RENOVATION
LT. STEINDAM PARK RENOVATION
BOB WOODRUFF PARK RENOVATION
HAGGARD LIBRARY RENOVATION
FIRE STATION NO. 7 RENOVATION
STANDARD DETAILS
PLANO, TEXAS

KENDALL + Landscape Architecture's fee for the scope of services described in Exhibit "A" including all reimbursable and incidental expenses, is to be a lump sum fee of:

Indian Creek

1.	Programming/Schematic Design	\$3,000.00
2.	Construction Documents	\$7,500.00
3.	Bidding	\$800.00
4.	Construction Observation	\$2,000.00
5.	Record Drawings	\$400.00
6.	Reimbursables	\$300.00
Total		\$14,000.00

Lt. Steindam

1.	Topo and Tree Survey – eastern 2/3	\$10,700.00
2.	Programming/Schematic Design	\$5,500.00
3.	Construction Documents	\$10,000.00
4.	Bidding	\$800.00
5.	Construction Observation	\$2,000.00
6.	Record Drawings	\$400.00
7.	Reimbursables	\$300.00
Total		\$29,700.00

Bob Woodruff

1.	Programming/Schematic Design	\$1,200.00
2.	Construction Documents	\$3,000.00
3.	Bidding	\$400.00
4.	Construction Observation	\$500.00
5.	Record Drawings	\$200.00
6.	Reimbursables	\$100.00
Total		\$5,400.00

Haggard Library

1.	Programming/Schematic Design	\$3,000.00
2.	Construction Documents	\$8,500.00
3.	Bidding	\$500.00
4.	Construction Observation	\$1,500.00
5.	Record Drawings	\$300.00
6.	Reimbursables	\$200.00
Total		\$14,000.00

Fire Station No. 7

1.	Programming/Schematic Design	\$2,000.00
2.	Construction Documents	\$4,000.00
3.	Bidding	\$400.00
4.	Construction Observation	\$1,000.00
5.	Record Drawings	\$300.00
6.	Reimbursables	\$200.00
	<hr/>	
	Total	\$7,900.00

Standard City of Plano Irrigation Details

1.	Construction Documents	\$1,500.00
	<hr/>	
	Total	\$1,500.00

We will invoice for these services monthly on or about the 1st of each month on a percentage complete of each phase. Any additional work authorized in advance by the City of Plano shall be at a rate of:

1.	Principal	\$150.00
2.	Project Landscape Architect	\$90.00
2.	Draftsman	\$60.00
3.	Clerical	\$40.00

EXHIBIT "D"
ARCHITECTURE

INSURANCE

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

1. General Insurance Requirements:

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

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Architect shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 Architect agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term,

the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

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

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

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

ARCHITECTURE

City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability <i>Not Required Sole Proprietor</i>	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence

EXHIBIT "E"

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

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **MICHAEL KENDALL d/b/a KENDALL + Landscape Architecture**, a Sole Proprietorship organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **MICHAEL KENDALL d/b/a KENDALL + Landscape Architecture**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

MICHAEL KENDALL d/b/a
KENDALL + Landscape Architecture

By:

Michael Kendall
Signature

MICHAEL S. KENDALL
Print Name

SOLE PROPRIETOR

Title

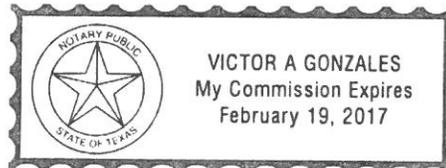
3 SEPT 2015
Date

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

SUBSCRIBED AND SWORN TO before me this 3rd day of Sept, 2015.

Victor A. Gonzales
Notary Public, State of Texas





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/12/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Approval of an Engineering Services Agreement by and between the City of Plano and Adams Consulting Engineers, Inc. in the amount of \$67,950 for floodplain analysis and FEMA Conditional Letter of Map Revision services for the Cottonwood Creek Trail Extension: Cottonwood Creek Greenbelt to Stoney Hollow Park project and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	189	3,099,811	5,000,000	8,100,000
Encumbered/Expended Amount	-189	-93,770	0	-93,959
This Item	0	-67,950	0	-67,950
BALANCE	0	2,938,091	5,000,000	7,938,091
FUND(s): PARK IMPROVEMENTS CIP				
<p>COMMENTS: Funding is available in the 2015-16 Park Improvements CIP for this item. This engineering services agreement, in the amount of \$67,950, will leave a current year balance of \$2,938,091 available for future expenditures related to further development of Plano's trail system.</p> <p>STRATEGIC PLAN GOAL: Obtaining engineering services to meet federal mandates related with floodways and avoid negative impacts to neighboring properties relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>These engineering services are required to comply with FEMA requirements and to ensure that the trail construction within the floodway does not result in any negative impacts to adjacent properties. The total contract fee is \$67,950 which includes the pre-construction services of floodplain modeling and analysis including exhibits and reports. It also includes the post construction services of floodplain analysis, FEMA Conditional Letter of Map Revision application, and associated submittal and review services. The total fee is 10.8% of the total estimated construction budget of \$632,050. The fee is consistent with other park and engineering projects of this size and scope.</p> <p>Adams Consulting Engineers, Inc. is on the 2014-15 list of qualified consultants for Engineering Services. Project Location Map: http://goo.gl/cvLSSU</p>				

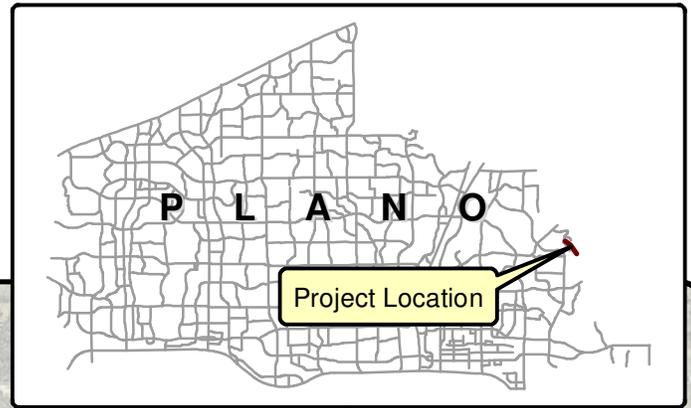


CITY OF PLANO COUNCIL AGENDA ITEM

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

Location Map

Cottonwood Creek Trail Extension:
Cottonwood Creek Greenbelt to Stoney Hollow Park,
Floodplain Analysis & CLOMR
Project No. 6544.1



**COTTONWOOD CREEK TRAIL EXTENSION
COTTONWOOD CREEK GREENBELT TO STONEY HOLLOW PARK
FLOODPLAIN ANALYSIS & CLOMR**

PROJECT NO. 6544.1

**ENGINEERING
PROFESSIONAL SERVICES AGREEMENT**

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

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **COTTONWOOD CREEK TRAIL EXTENSION – COTTONWOOD CREEK GREENBELT TO STONEY HOLLOW PARK, FLOODPLAIN ANALYSIS & CLOMR** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

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

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH

PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Adams Consulting Engineers, Inc.
Attn: Jimmy Fechter
910 S. Kimball Avenue
Southlake, TX 76092

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

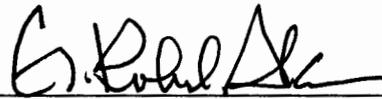
G. Authority to Sign:

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

SIGNED on the date indicated below.

ADAMS CONSULTING ENGINEERS, INC.
A Texas Corporation

DATE: 9.23.15

BY: 
Rob Adams
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

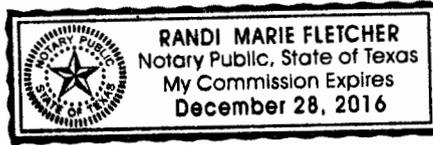
BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §



This instrument was acknowledged before me on the 23 day of September, 2015, by **ROB ADAMS, Vice President**, of **Adams Consulting Engineers, Inc.**, a Texas corporation, on behalf of said corporation.



Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **BRUCE D. GLASSCOCK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT A

SCOPE OF SERVICES Cottonwood Creek Trail Extension: Cottonwood Creek Greenbelt to Stony Hollow Park, Floodplain Analysis & CLOMR

City of Plano Project No. 6544.1

Project Understanding

Adams has been requested by the City of Plano (City) to provide a design service proposal to produce a revised flood study of Cottonwood Creek to accommodate the proposed trail extension project referenced above. We understand that our contract will need to provide for revision of the effective flood study for Cottonwood Creek, preparation of required documents needed to obtain a Floodplain Development Permit from the City, and preparation of a submittal package needed to obtain a Conditional Letter of Map Revision (CLOMR) for the proposed work.

Scope of Services

Section 1 – Basic Services

A. Research and Data Collection

Adams will conduct one site visit to observe and document the existing conditions along the Creek.

Adams will coordinate with the City of Plano and/or the Federal Emergency Management Association (FEMA) as required to obtain the current effective hydraulic model, and hydraulic work map for Cottonwood Creek.

Upon receipt of the effective model, Adams will review the effective model and compare the model with the existing site conditions to determine if any revisions to the effective model are needed in order to reflect existing or pre-project site conditions.

B. Floodplain/Floodway Analysis

Adams will perform a floodplain/floodway analysis in accordance with City of Plano standards and the minimum standards of the National Flood Insurance Program (NFIP) as administered by FEMA. This analysis will be the basis for obtaining a Floodplain Development Permit from the City, as well as obtaining a Conditional Letter of Map Revision (CLOMR) from FEMA.

The Floodplain Analysis will include incorporation of any revisions to the effective floodplain and floodway hydraulic models as needed to reflect existing (pre-project) site conditions, creation of proposed conditions floodplain and floodway models to reflect the trail improvements, and comparison of the existing and proposed conditions models in order to verify that there is no increase in base flood elevation or erosive increase in channel flow velocity, or loss of valley storage due to the proposed improvements.

The floodplain/floodway analysis will be based on fully developed watershed flows provided by the City. It is anticipated that no hydrologic modeling to determine fully developed flows will be required from Adams. Any hydrologic modeling required to determine fully developed watershed flows is excluded from this proposal.

The floodplain/floodway analysis will then be submitted to the City for review and any comments originating from that review will be incorporated into the model.

C. Floodplain Development Permit

Adams will prepare a Floodplain Development Permit application and submit the required information to the City.

Items to be submitted to the City will include the application form, construction plans reflecting the proposed grading and trail layout, and the supporting hydraulic models for both the floodplain and floodway.

Adams will address any comments generated by the City upon review of the Floodplain Development Permit submittal.

D. Conditional Letter of Map Revision (CLOMR)

Adams will prepare a submittal package to FEMA in order to request a CLOMR to update the effective Flood Insurance Rate Map (FIRM) to reflect the modifications to the floodway/floodplain proposed in the trail project.

The submittal will include a narrative outlining the existing site conditions, and the proposed revisions to the floodplain and floodway, a certified topographic work map delineating the effective and proposed conditions floodplain and floodway boundaries, the completed FEMA MT-2 application forms, digital files of the hydraulic models used in the analysis, an annotated FIRM to reflect proposed changes to the effective floodplain/floodway resulting from the project, and documentation of the proposed project's compliance with the Endangered Species Act.

The hydraulic models for the floodplain/floodway will be developed using the effective flows in the current Flood Insurance Study (FIS) for Collin County. It is not currently anticipated that hydrologic modeling to determine watershed flows will not be required as part of this project. Any hydrologic modeling required to revise the effective watershed flows is excluded from this proposal.

Adams will address comments from FEMA generated from their subsequent review of the CLOMR application submittal and revise the hydraulic models, work map and narrative as needed.

Section 2 – Reimbursables

- A. Printing, courier costs, mileage, travel expenses, Federal Express, TDLR, etc. (not to exceed \$1000.00)
- B. CLOMR Application Fee to FEMA (currently \$6,750, subject to change by FEMA)

Section 3 – Exclusions

- A. Exclusions – The intent of this scope of services is to include only the services specifically listed herein and no others. Services specifically excluded from this scope of services include the following:
 - 1. Hydrologic modeling to determine base or fully developed watershed flows (as discussed above);
 - 2. Endangered Species Compliance Assessment;
 - 3. Field surveying beyond what was included in the original trail project proposal;
 - 4. Boundary surveys;
 - 5. Preparation of easements or right-of-way dedications;
 - 6. Environmental impact statements or assessments;
 - 7. Platting services;
 - 8. Consulting services by others not included in the proposal;
 - 9. Services beyond those described in Section 1 or Section 2;
 - 10. Corps of Engineer permitting;
 - 11. Wetlands determination/delineation;
- B. Information to be provided by the City (subject to availability)
 - 1. The most recent floodplain/floodway models in HEC-RAS format.
 - 2. The watershed flows to be utilized in the required hydraulic models based on fully developed watershed conditions;
 - 3. The City shall coordinate all submittals with other City departments and/or outside consultants, if necessary.

EXHIBIT B

COMPLETION SCHEDULE Cottonwood Creek Trail Extension: Cottonwood Creek Greenbelt to Stoney Hollow Park, Floodplain Analysis & CLOMR

Schedule

The work product described in Exhibit A, Scope of Services, will be performed in accordance with the following schedule:

A detailed project schedule based on the actual contract start time showing all tasks and subtasks will be provided for review and approval upon request by the City.

Section 1 – Basic Services

A. Research and Data Collection	1 week
B. Floodplain/Floodway Analysis	4 weeks
C. Floodplain Development Permit	1 week
D. Conditional Letter of Map Revision (CLOMR)	4 weeks

EXHIBIT C**FEE SCHEDULE****Cottonwood Creek Trail Extension: Cottonwood Creek Greenbelt to Stoney Hollow Park,
Floodplain Analysis & CLOMR****Fees**

The fees for the scope of services outlined in Exhibit A, Scope of Services are to be a lump sum contract as follows:

Section 1 – Basic Services

A. Research and Data Collection	\$ 5,600.00
B. Floodplain/Floodway Analysis	\$ 22,400.00
C. Floodplain Development Permit	\$ 4,200.00
D. Conditional Letter of Map Revision (CLOMR)	\$ 28,000.00
Total Basic Services	\$ 60,200.00

Section 2 – Reimbursables

A. Printing, Courier Costs, etc.	\$ 1,000.00
B. FEMA CLOMR Application Fee	\$ 6,750.00
Total Reimbursables	\$ 7,750.00

Project Total \$ 67,950.00

EXHIBIT "D"

ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Melissa Pratt
	PHONE (A/C, No. Ext): (214) 503-1212 FAX (A/C, No.): (214) 503-8899 E-MAIL ADDRESS:
INSURED Adams Consulting Engineers, Inc. P. O. Box 131599 Tyler TX 75713	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: XL Specialty Insurance Company 37885
	INSURER B: Hartford Underwriters Ins. Co. 30104
	INSURER C: Hartford Insur.Co.of the Midwest 37478
	INSURER D: Hartford Lloyds Insurance Co. 38253
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 29794 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY	Y	Y	46SBAVH3006	6/10/2015	6/10/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY	Y	Y	46UECIX0168	6/10/2015	6/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	46SBAVH3006	6/10/2015	6/10/2016	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	46WBCAP1675	6/10/2015	6/10/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	Y		DPR9724480	6/10/2015	6/10/2016	Per Claim/Annual Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder.

CERTIFICATE HOLDER City of Plano 5901 Los Rios Blvd Plano TX 75074	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

EXHIBIT "E"

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

A. No Prohibited Interest

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

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Adams Consulting Engineers, Inc.

By:

[Handwritten Signature]

Signature

Rob Adams

Print Name

Vice President

Title

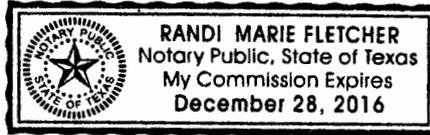
9.23.15

Date

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT



SUBSCRIBED AND SWORN TO before me this 23 day of September, 2015.

[Handwritten Signature]

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY																				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory																				
Council Meeting Date:		10/12/15																		
Department:		Engineering																		
Department Head:		B. Caleb Thornhill, PE																		
Agenda Coordinator (include phone #):			Kathline Schonne 7198																	
			Project No. 6665																	
CAPTION																				
To approve a Professional Services Agreement by and between the City of Plano and Stantec Consulting Services, Inc., in the amount of \$153,000, for the Transportation Management Center Study, Project No. 6665; and authorizing the City Manager to execute all necessary documents.																				
FINANCIAL SUMMARY																				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP																				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS																
Budget	645	899,140	250,000	1,149,785																
Encumbered/Expended Amount	-645	0	0	-645																
This Item	0	-153,000	0	-153,000																
BALANCE	0	746,140	250,000	996,140																
FUND(S): STREET IMPROVEMENT CIP																				
<p>COMMENTS: Funding for this item is available in the 2015-16 Street Improvement CIP. This professional services agreement, in the amount of \$153,000, will leave a current year balance of \$746,140 available for future expenditures related to the City of Plano's Transportation Management Center or other signal system related projects.</p> <p>STRATEGIC PLAN GOAL: Evaluating the Transportation Management Center and preparing viable alternatives to better manage Plano's signal system relates to the City's goals of Safe Large City and Financially Strong City with Service Excellence.</p>																				
SUMMARY OF ITEM																				
<p>This professional services agreement with Stantec Consulting Services, Inc., is to evaluate existing and future Transportation Management Center (TMC) needs, provide a feasibility study report, and an alternative analysis. The study will be used as a design guide for updating technology, operational protocol, and most appropriate location for the TMC. Stantec Consulting Services, Inc., was chosen based on a request for proposal, interview and evaluation process.</p> <p>The contract fee is \$153,000.00.</p> <table style="width:100%; border:none;"> <tr> <td style="width:60%;"><u>Task</u></td> <td style="width:40%; text-align:right;"><u>Fee</u></td> </tr> <tr> <td>Project Management and Administration</td> <td align="right">\$15,000.00</td> </tr> <tr> <td>Site Survey and Data Collection</td> <td align="right">\$21,000.00</td> </tr> <tr> <td>Requirements Development</td> <td align="right">\$41,000.00</td> </tr> <tr> <td>Identify Operational Needs/Procedures</td> <td align="right">\$26,000.00</td> </tr> <tr> <td>Peer Agency Review and Vendor Demonstration</td> <td align="right">\$10,000.00</td> </tr> <tr> <td>TMC Study and Alternatives Analysis</td> <td align="right"><u>\$40,000.00</u></td> </tr> <tr> <td align="right">Total:</td> <td align="right">\$153,000.00</td> </tr> </table>					<u>Task</u>	<u>Fee</u>	Project Management and Administration	\$15,000.00	Site Survey and Data Collection	\$21,000.00	Requirements Development	\$41,000.00	Identify Operational Needs/Procedures	\$26,000.00	Peer Agency Review and Vendor Demonstration	\$10,000.00	TMC Study and Alternatives Analysis	<u>\$40,000.00</u>	Total:	\$153,000.00
<u>Task</u>	<u>Fee</u>																			
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TMC Study and Alternatives Analysis	<u>\$40,000.00</u>																			
Total:	\$153,000.00																			



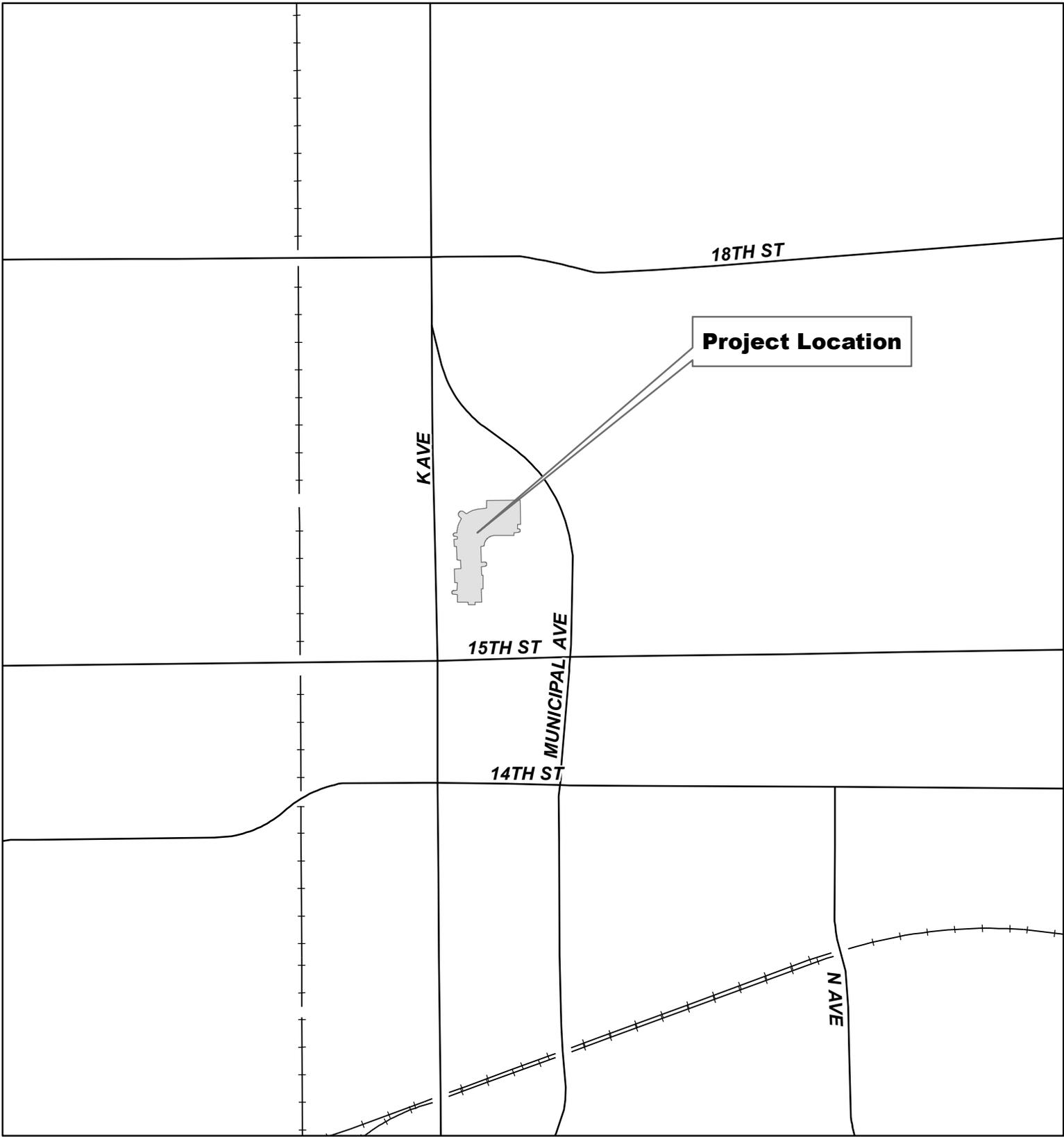
**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents:

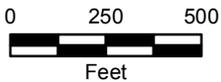
Location Map; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

N/A

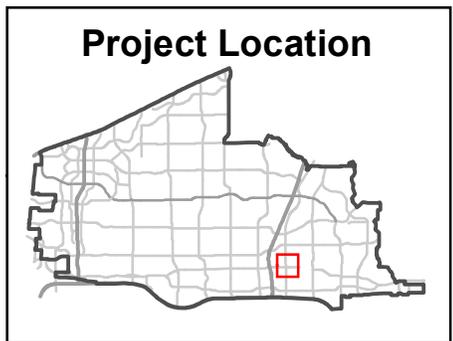


georgetau.C:\Projects\Engineering\Locator\Maps\09-30-2015_TMC Upgrade\TMC Upgrade.mxd



City of Plano GIS Division
September, 2015

**Transportation Management
Center Study
Project No. 6665**



TRANSPORTATION MANAGEMENT CENTER STUDY

PROJECT NO. 6665

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **STANTEC CONSULTING SERVICES INC.**, a **NEW YORK** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **TRANSPORTATION MANAGEMENT CENTER STUDY** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

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

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

Stantec Consulting Services Inc.
Attn: Koorosh Olyai, Senior Principal
1700 Pacific Avenue, Suite 2340
Dallas, TX 75201

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

G. Authority to Sign:

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

SIGNED on the date indicated below.

STANTEC CONSULTING SERVICES INC.

A New York Corporation licensed to do
business in the State of Texas

DATE: 10/1/2015

BY: Koorosh Olyai
Koorosh Olyai
SENIOR PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

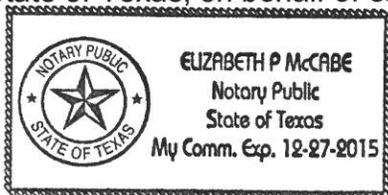
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 1st day of October, 2015, by **KOOROSH OLYAI, SENIOR PRINCIPAL**, of **STANTEC CONSULTING SERVICES INC.**, a **NEW YORK** corporation licensed to do business in the State of Texas, on behalf of said corporation.



Elizabeth P. McCabe
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES

CITY OF PLANO TRANSPORTATION MANAGEMENT CENTER (TMC) STUDY

Purpose

This project evaluates existing and future Transportation Management Center (TMC) needs and provides a feasibility study report that includes an alternative analysis of options.

Task 1: Project Management and Administration

Stantec shall maintain an electronic project file of project data, correspondence, reports, plans, and documents and shall provide the City with bi-weekly project progress reports. This task includes project setup, project administration, invoicing, and coordination. The project manager shall develop and maintain a project schedule in Microsoft Project format and include a PDF version in bi-weekly progress reports. Stantec shall also prepare and distribute meeting agendas, meeting notes, conference call invitations, and outlook reminders.

Deliverable(s):

- Bi-weekly progress reports (by email);
- Monthly invoices (by mail and email);
- Develop and Maintain Project schedule (in Microsoft Project and a PDF format by email);
- Meeting agendas notes, invitations, and outlook reminders.
- Draft and Final edition of study (by mail and email)

Task 2: Site Survey and Data Collection

Stantec shall:

1. Collect existing systems as-built drawings, building as-built drawings, reports, manuals, vendor documentations, maintenance logs, and system related documents that are applicable.
2. Determine locations for placement of TMC servers, network equipment, and TMC operator consoles in relocated facilities identified by the study.
3. Identify possible conduit runs, cable aerial routes, and alternative communication options

4. Perform site surveys, and data collection of the existing TMC, Emergency Operations Center (EOC), equipment rooms, communication network equipment and any alternative city-owned spaces available to relocate the TMC.
 - a. Survey to include but not limited to site walk, taking notes, inventory of existing equipment and assets, collection of photographs, measuring of rooms and cabinets, distances between possible locations, verifying availability of dedicated and redundant power, availability of dedicated air conditioning, feasibility of adjustable lighting, and feasibility of installing fire extinguishable systems in the server room, etc.
5. Research, compile, compare existing TMC device documentation including vendor data sheets, manuals, condition of devices, and availability of manufacturer support.
6. Prepare a technical memorandum that summarizes the findings and identifies the next steps.

Deliverable(s):

- One-day field survey
- Technical Memorandum

Task 3: Requirements Development

Stantec staff shall schedule and setup up to two workshops with City staff, one at the same time as the Task 2 Field Survey and another approximately one month after the interviews performed with key staff under Task 4. The first workshop will assess needs and define the City's current and future requirements. The second workshop will assess the operational procedures required for day to day operations.

Deliverable(s):

- Setup, schedule, and facilitate two workshops (in-person meetings)
- Preparing PowerPoint presentations for workshops
- Technical Requirements Document (Draft and Final)
- Traceability Matrix

Task 4: Identify Operational Needs/Procedures

Stantec staff shall; schedule and conduct interviews with stakeholders (i.e., TMC operator, TMC supervisor, TMC maintenance, IT, transportation engineering staffs) to determine current and future operational needs, requirements, and preferences (i.e., operational practices and procedures, software, equipment, location); review existing TMC operation procedures in different scenarios (normal conditions, accidents, incidents, etc.); evaluate TMC's staffing needs for day to day operation under the various scenarios including procedures for access to traffic monitoring cameras by other city departments (i.e. police, EOC, etc.)

Deliverable(s):

- Interview Questionnaires
- Concept of Operations Report (Draft and Final)

Task 5: Peer Agency Review and Vendor Demonstration

Stantec shall schedule and coordinate vendor demonstrations of non-proprietary equipment, software, hardware, and workstation consoles available to City staff. Stantec shall also coordinate and schedule a visit to a third party peer agency for City staff to visit. This task includes vendor demonstrations and evaluations.

Deliverable(s):

- Vendor demonstration meeting(s);
- Peer agency facility review meeting;

Task 6: TMC Study and Alternatives Analysis

Stantec shall use the requirements and information collected as part of Tasks 2, 3, 4, and 5 to prepare and document a feasibility study report that includes an alternative analysis of possible locations for the TMC, a proposed layout of the new TMC location, an order of magnitude cost estimate for the various options, and future staffing needs. The feasibility study shall estimate the next 20 years of technology, proposed staffing needs, maintenance and operational budgets, and data communications needs.

Stantec shall summarize the findings resulting from evaluating the existing City TMC (system evaluation, needs assessment and feasibility). The document shall be of a format quality considered appropriate for use as a base manual for final design. The report shall clearly outline study investigation methods, analysis, findings, and recommendations. Options development and budgetary estimates for both capital and operational costs, manufacturers' specifications and manuals shall be included in the report.

Deliverable(s):

- Feasibility study report (draft and final);
- A strategy for future TMC/Communication upgrades

EXHIBIT "B"

SCHEDULE OF WORK

Stantec will provide draft and final reports within nine months from Notice to Proceed issued by the City of Plano, Texas.

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

Stantec will perform the work described herein on a lump sum plus reimbursable expense basis in accordance with the attached General Conditions Agreement. The lump sum fee for all tasks is \$153,000.00 (excluding customary reimbursable expenses). The individual task fees are shown below. There is a redundancy for meetings and issuing reports that can be combined and is reflected in the lump sum fee.

Task #	Task Description	Task Total
1	Project Management and Administration	\$15,000
2	Site Survey and Data Collection	\$21,000
3	Requirements Development	\$41,000
4	Identify Operational Needs/ Procedures	\$26,000
5	Peer Agency Review and Vendor Demonstration	\$10,000
6	TMC Study and Alternatives Analysis	\$40,000
Total		\$153,000

STANTEC will submit monthly invoices based on work completed plus reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to STANTEC within thirty (30) days of date of invoice, STANTEC may, at its option, suspend or withhold services. The CLIENT agrees to pay STANTEC a monthly late charge of one and one half percent (1 1/2%) per month of any unpaid balance of the invoice.

EXHIBIT "D"
ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

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

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **Stantec Consulting Services Inc.**, a Corporation organized under the laws of the State of New York, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Stantec Consulting Services Inc.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Stantec Consulting Services Inc.

By: Koorosh Olyai
Signature

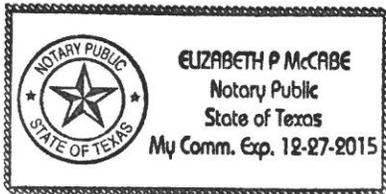
KODROSH OLYAI
Print Name

Senior Principal
Title

10/1/2015
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 1st day of October, 2015.



Elizabeth P. McCabe
Notary Public, State of Texas



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		October 12, 2015		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley, Director		
Agenda Coordinator (include phone #): Raini Layne x5154				
CAPTION				
Approval of expenditures for Major Arts Grants in the total amount of \$800,000 for support of arts and culture within the City of Plano.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	800,000	0
Encumbered/Expended Amount		0	0	0
This Item		0	-800,000	0
BALANCE		0	0	0
FUND(S): CONVENTION & TOURISM				
COMMENTS: Funding for this item is included in the approved FY 2015-16 Budget. The total amount of \$800,000 is funded from the Hotel/Motel Tax revenue within the Convention & Tourism Fund. STRATEGIC GOAL: Funding for Major Arts Grants relates to the City's Strategic Plan goal of Partnering for Community Benefit and Exciting Urban Centers - Designation for Residents and Guests.				
SUMMARY OF ITEM				
The total expenditure of \$800,000 approved in the FY 2015-16 Budget will be distributed to the approved organizations on the following schedule: an amount not to exceed 50% of the funds by November 30, 2015; an amount not to exceed 25% of the funds by February 28, 2016; an amount not to exceed the remaining 25% of the funds by July 14, 2016.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo			Cultural Affairs Commission	



Memorandum

Date: October 5, 2015
To: Bruce D. Glasscock, City Manager
From: Raini M. Layne, Sr. Budget Analyst
Subject: Recommendation for Major Arts Grant Awards for FY 2015-16

At the FY 2015-16 Budget Work Session on August 5, 2015, City Council reviewed Cultural Affairs Commission recommendations for the allocation of the 2015-16 Major Arts Grants. The following recommendations were accepted on September 14, 2015, when the Plano City Council adopted the FY 2015-16 budget:

ArtCentre of Plano	\$	63,526
Art & Drama Centre Theatre	\$	46,555
Chamberlain Performing Arts	\$	80,251
Children's Chorus of Collin Co.	\$	9,656
Dallas Asian Amer. Youth Orch.	\$	19,047
Men of Note	\$	6,437
Plano Art Association	\$	3,007
Plano Children's Theatre	\$	182,971
Plano Civic Chorus	\$	14,005
Plano Community Band	\$	16,881
Plano Metropolitan Ballet	\$	16,202
Plano Symphony Orchestra	\$	269,793
Rover Dramawerks	\$	52,093
Theatre Britain	\$	19,576
TOTAL:	\$	800,000

This Council item is a request for expenditure approval in the total amount of \$800,000 to the above arts organizations through the 2015-16 fiscal year.

xc: Karen Rhodes-Whitley, Director of Budget & Research



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:		10/12/15		
Department:		Public Safety Communications		
Department Head		Susan Carr		
Agenda Coordinator (include phone #): Pam Philley x7966				
CAPTION				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement for Back-up 9-1-1 Service and Communications Support by and 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.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
<p>COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: An Interlocal Agreement with the City of Richardson for 9-1-1 Backup Services relates to the City's goal of Partnering for Community Benefit and Safe Large City.</p>				
SUMMARY OF ITEM				
<p>The cities of Plano and Richardson desire to receive back-up or supplementary 9-1-1 service and emergency communications support from each other should either city experience a primary system failure, to be provided through a reciprocal agreement between the two cities.</p>				
List of Supporting Documents: Resolution; Appendix A (Agreement)			Other Departments, Boards, Commissions or Agencies City of Richardson 9-1-1	

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement for Back-up 9-1-1 Service and Communications Support by and 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 Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms of thereof; and

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

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

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

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

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

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

DULY PASSED AND APPROVED on this the 12th day of October, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**INTERLOCAL AGREEMENT FOR BACK-UP
9-1-1 SERVICE AND COMMUNICATIONS SUPPORT**

This interlocal agreement ("Agreement") is made and entered into by and between the City of Plano, Texas ("Plano") and the City of Richardson, Texas ("Richardson").

WITNESSETH:

WHEREAS, the Texas Legislature has authorized the formulation of interlocal cooperation agreements between and among governmental entities; and

WHEREAS, this Interlocal Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act; and

WHEREAS, Plano and Richardson desire to receive back-up or supplementary 9-1-1 service and emergency communications support from each other should either city experience a primary system failure, to be provided for through a reciprocal agreement between the two cities; and

WHEREAS, the governing bodies of each city find that the project or undertaking is necessary for the benefit of the public and that each party has legal authority to provide the governmental function which is the subject matter of this Agreement; and

WHEREAS, the governing bodies of each city find that the project or undertaking is necessary for the benefit of their respective citizens and that each party has legal authority to provide the governmental function which is the subject matter of this contract; and

WHEREAS, the governing bodies further find that the performance of this Agreement is in the common interest of both parties; and furthers the health, safety, and welfare of their respective citizens; and

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties do hereby agree as follows:

Section 1 - TERMS AND DEFINITIONS

The parties agree hereto that for the purposes of this contract the following terms shall have the meaning herein stated unless the context indicates otherwise:

1. "Receiving City" shall mean the city whose 9-1-1 emergency calls are being transferred for answering to the Providing City and may, under this Agreement, be either the City of Plano or the City of Richardson. Services for the City of Plano will be provided by Plano Public Safety Communications, and services for the City of Richardson will be provided by the Richardson Police Department.

2. "Providing City" shall mean the city that is answering a transferred 911 emergency call from the Receiving City and may, under this Agreement, be either the City of Plano or the City of Richardson. Services for the City of Plano will be provided by Plano Public Safety Communications, and services for the City of Richardson will be provided by the Richardson Police Department Communications Division.
3. "PSAP" Public Safety Answering Point shall mean an entity operating under common management which receives 9-1-1 calls from a defined geographic area and processes those calls according to a specific operational policy.
4. "Force Majeure Event" includes, without limitation, acts of God, war, acts of civil disobedience, overload of the telephone system, labor disputes affecting communications or emergency services, political disturbances, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, floods or severe rain storms, prolonged below freezing temperatures, or tornadoes), earthquakes, labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities, breakage of machinery or equipment, and other events that are generally accepted as Force Majeure Events in the operation of governmental entities.
5. The "Area" to which this contract pertains is the area within the respective corporate limits of the Receiving City and the Providing City.
6. "Trouble on the Telephone System" shall mean loss of telephone communications by the 9-1-1 system for any reason which affects either both cities, or the Providing City only.
7. "Loss of Communications" shall mean loss of 9-1-1 service by the Receiving City from causes other than a Force Majeure Event or Trouble on the Telephone System.

Section 2 – PURPOSE

The purpose of this Agreement is to support the ability of the Receiving City to respond to 9-1-1 emergency calls made within its corporate limits; to increase the protection afforded to its citizens by the 9-1-1 emergency system; and to sustain confidence in the 9-1-1 system. The parties acknowledge that this Agreement is supported by valuable consideration in the form of the exchange of commitments to provide backup 9-1-1 services, the receipt and sufficiency of which is hereby acknowledged. This Agreement relates only to the receipt of 9-1-1 calls by the Providing City and the transmittal of those calls and attendant information back to the Receiving City. Both parties agree and acknowledge that neither city, when acting in its capacity as the Providing City, is obligated to or will provide emergency response services to the Receiving City under the terms of this Agreement. Any such emergency response services shall be provided, if at all, under separate agreement.

Section 3 – LIMITATIONS ON APPLICABILITY OF AGREEMENT

Realizing that during a Force Majeure Event or Trouble on the Telephone System that both parties are likely to have problems with their 9-1-1 emergency calls and problems making

responses thereto, the parties acknowledge that this Agreement does not cover situations and calls arising or made under a Force Majeure Event or because of Trouble on the Telephone System that effect both parties ability to operate their primary and backup PSAP. The parties understand that the Providing City is not required to purchase or maintain additional equipment or personnel in order to provide 9-1-1 emergency service to calls transferred to it by the Receiving City, so that any assistance agreed to be provided by the Providing City will be limited to that of its personnel and equipment available at the particular point of time of receipt of the transferred 9-1-1 emergency call or calls.

Section 4 – RESPONSIBILITIES OF THE RECEIVING AND PROVIDING CITY

If the Receiving City determines that it has sustained a Loss of Communications:

1. The Receiving City shall notify the Providing City of such loss along with the emergency telephone numbers or radio talk group identifiers for use in relaying information from the Providing City back to the Receiving City. Notification will be given to the Providing City prior to re-routing 9-1-1 calls to that city;
2. The Receiving City shall take action to re-route its 9-1-1 calls to the PSAP of the Providing City, preferably by a manual switch or, if necessary, through notification to the telephone company for a programming (translation) switch;
3. The Providing City agrees to answer the Receiving City's 9-1-1 calls and to transmit pertinent information to the Receiving City to enable the Receiving City to dispatch its service units to respond to the calls or requests;
4. The Receiving City shall notify the Providing City at the time that 9-1-1 emergency telephone services are restored either at the Receiving City's primary or back-up PSAP;
5. Upon restoration of 9-1-1 emergency telephone service at the Receiving City's primary or backup PSAP, the Receiving City shall manually switch or notify the telephone company to re-route the incoming 9-1-1 calls back to the Receiving City.
6. After the Receiving City has notified the Providing City of the restoration of 9-1-1 emergency services, the Providing City shall then verify the switching of re-routed calls back to the Receiving City, to confirm a return to normal (pre-re-routing) operations.
7. If the Receiving City sustains a Loss of Communications due to a planned event such as system maintenance, upgrade or other pre-planned event, the Receiving City shall provide the necessary labor to answer and dispatch from the Providing City's PSAP.

Section 5 – LIMITATION OF LIABILITY; NO THIRD-PARTY BENEFICIARIES

The Providing City shall not be liable in any manner for failure to transfer 9-1-1 calls if the Providing City experiences a Loss of Communications, Trouble on the Telephone System, or a Force Majeure Event concurrently with or in proximity to the time that the Receiving City

experiences a Loss of Communications; provided however, that the Providing City shall give reasonably prompt notice of such Loss of Communications, Trouble on the Telephone System, or Force Majeure Event to the Receiving City. In the event a party fails to comply with or otherwise breaches this Agreement, the other party, as its sole and exclusive remedy, may either immediately terminate this Agreement in writing to be addressed as stated in Section 8, *infra*. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

Section 6 – TESTING

Should either party desire to conduct a live test of the re-route procedures in this contract, it shall obtain the other party's approval for such a test not later than 72 hours prior to the intended live test.

Section 7 – NO WAIVER OF IMMUNITY

Neither party, by execution of this Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

Section 8 – TERM, TERMINATION

This Agreement shall be in effect for a term of one year from and after the effective date and shall automatically renew for successive one-year terms upon the anniversary of the effective date. Either party may terminate this Agreement, at will and with or without cause, by giving written notice of termination to the other party not less than thirty (30) days prior to the date of termination.

Section 9 – NOTICES

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Plano Public Safety Communications
P.O. Box 860358
Plano, TX 75086-0358
Attn: Susan Carr

**Richardson Police Department
140 N. Greenville Avenue
Richardson, Texas 75081
Attn: Chief of Police**

Section 10 – ASSIGNMENT

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11 – SEVERABILITY

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12 – WAIVER

Either party shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13 – GOVERNING LAW; VENUE

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Collin County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Collin County, Texas.

Section 14 – PARAGRAPH HEADINGS; CONSTRUCTION

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15 – BINDING EFFECT

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16 – GENDER

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17 – COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18 – ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the entire Agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

Section 19 – RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, joint enterprise or employment, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except as otherwise authorized in writing by the other.

Section 20 - EFFECTIVE DATE

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing below.

CITY OF RICHARDSON

Date: 10/5/15

By: 
Dan Johnson, City Manager

APPROVED AS TO FORM:


Peter G. Smith, CITY ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock, City Manager

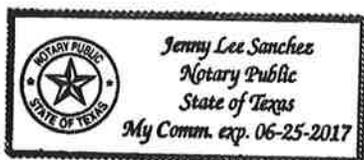
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5th day of October, 2015, by **DAN JOHNSON**, City Manager of **CITY OF RICHARDSON, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Jenny Lee Sanchez
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas



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:		10/12/15		
Department:		Public Works - Environmental Waste Services		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Tiffany Stephens x4264				
CAPTION				
<p>A Resolution of the City of Plano, Texas, approving the Second Amendment to the Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Plano, Texas, for the Regional Composting Program for one (1) ninety (90) day term as permitted by Article II of the Agreement; authorizing the City Manager or his designee to execute any and all documents in connection therewith; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND				
<p>COMMENTS: This item, which has no financial impact, amends the interlocal agreement between the North Texas Municipal Water District and the City of Plano for Regional Composting Program to allow for 90 day extension and agrees to renew the interlocal agreement through January 22, 2016.</p> <p>STRATEGIC PLAN GOAL: Working with other governmental entities to provide services to Plano residents relates to the City's goal of Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>The Interlocal Cooperation Agreement between the City of Plano and the North Texas Municipal Water District (NTMWD) for the operation of the Regional Composting Program will expire October 23, 2015. The five (5) Solid Waste Member Cities (Plano, Richardson, Allen, Frisco and McKinney) and NTMWD agree to extend the Regional Composting Program for the following ninety (90) days to allow Plano and NTMWD time to complete the amended and restated Regional Composting Program Interlocal Cooperation Agreement and future Memorandum of Understanding documents.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				
Exhibit A				

A Resolution of the City of Plano, Texas, approving the Second Amendment to the Interlocal Cooperation Agreement between the North Texas Municipal Water District and the City of Plano, Texas, for the Regional Composting Program for one (1) ninety (90) day term as permitted by Article II of the Agreement; authorizing the City Manager or his designee to execute any and all documents in connection therewith; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City of Plano and North Texas Municipal Water District entered into an Interlocal Cooperation Agreement (the "Agreement") on October 24, 2003, for a regional composting program; and

WHEREAS, the City of Plano and North Texas Municipal Water District renewed the Agreement for a two (2) year term as permitted by Article II of the Agreement, on March 25, 2013; and

WHEREAS, the City of Plano and North Texas Municipal Water District desire to extend the Agreement, which is attached hereto as Exhibit "A," for one (1) ninety (90) day term as permitted by Article II of the Agreement; and

WHEREAS, the City Council is of the opinion that the renewal of one (1) ninety (90) day term of the Agreement thereof should be approved.

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

Section I. The renewal of the Agreement for one (1) ninety (90) day term is found to be acceptable and in the best interest of the City of Plano and its citizens, is 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 Agreement.

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

DULY PASSED AND APPROVED this the 12th day of October, 2015.

Harry LaRosilliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

SECOND AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT BETWEEN
NORTH TEXAS MUNICIPAL WATER DISTRICT AND
THE CITY OF PLANO, TEXAS
FOR REGIONAL COMPOSTING PROGRAM

This amendment (the "Amendment") to the "Interlocal Cooperation Agreement between North Texas Municipal Water District and the City of Plano, Texas, for the Regional Composting Program," (the "Base Agreement") is made and effective as of October 24, 2015 (the "Effective Date") by and between the North Texas Municipal Water District ("NTMWD"), a political subdivision of the State of Texas having its principal place of business at 505 E. Brown Street, Wylie, Texas 75098, and the City of Plano, Texas, (the "City"), a home-rule municipal corporation having an office at 1520 Avenue K, Plano, Texas 75074 (collectively, the "Parties").

WHEREAS, NTMWD and the City entered into that certain Base Agreement, effective October 24, 2003;

WHEREAS, pursuant to Section II of the Base Agreement, the initial term of the Base Agreement is ten (10) years (the "Initial Term");

WHEREAS, also pursuant to Section II of the Base Agreement, the Base Agreement may be renewed for two additional five (5) year terms unless terminated earlier by either party;

WHEREAS, the Parties amended the Base Agreement on April 9th, 2013, extending the Initial Term until October 23, 2015 (the "First Amendment");

WHEREAS, pursuant to Section VII of the Base Agreement, the Base Agreement may be terminated, without fault, at any time by either party giving sixty (60) days advance notice to the other party; and,

WHEREAS, the Parties seek to extend the term of the Base Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. As of the Effective Date, Section II. Term of the Base Agreement is amended (but not replaced) as follows:

II. TERM.

- A. The Base Agreement is hereby renewed for a period of ninety (90) days, beginning on the Effective Date and ending on January 22, 2016 (the "Extended Term").

- B. The Extended Term may not be extended unless agreed to by both Parties in writing prior to the expiration of the Extended Term.

Section 2. Other than as described in Section 1 of this Amendment, the terms of the Base Agreement, including but not limited to its termination provisions, shall remain unchanged.

Section 3. As of the Effective Date, the First Amendment shall have expired and be of no further force and effect.

By signature below of duplicate originals, NTMWD and the City hereby agree to this Second Amendment to the Interlocal Cooperation Agreement between North Texas Municipal Water District and the City of Plano, Texas, for the Regional Composting Program.

EXECUTED in duplicate originals, this the 12th day of October, 2015.

North Texas Municipal Water District

By: _____
THOMAS W. KULA
EXECUTIVE DIRECTOR

City of Plano, Texas

DATE: _____

By: _____
BRUCE D. GLASSCOCK
CITY MANAGER

APPROVED AS TO FORM

BY: _____
Paige Mims, CITY ATTORNEY

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2015, by **THOMAS W. KULA**, Executive Director of the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, on behalf of such political subdivision of the State of Texas.

Notary Public, State of Texas

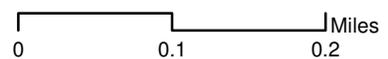
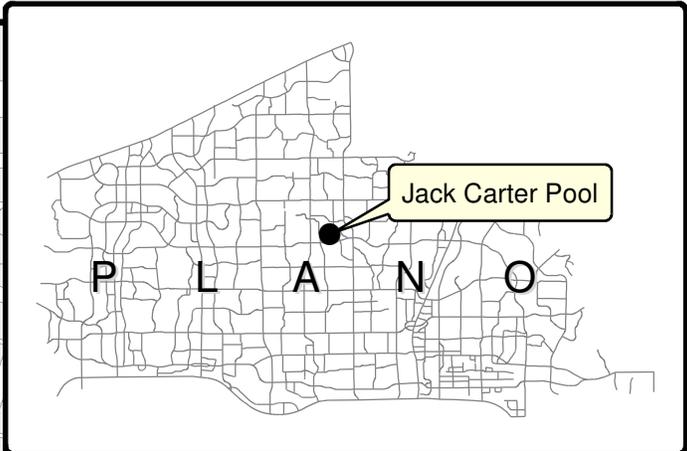
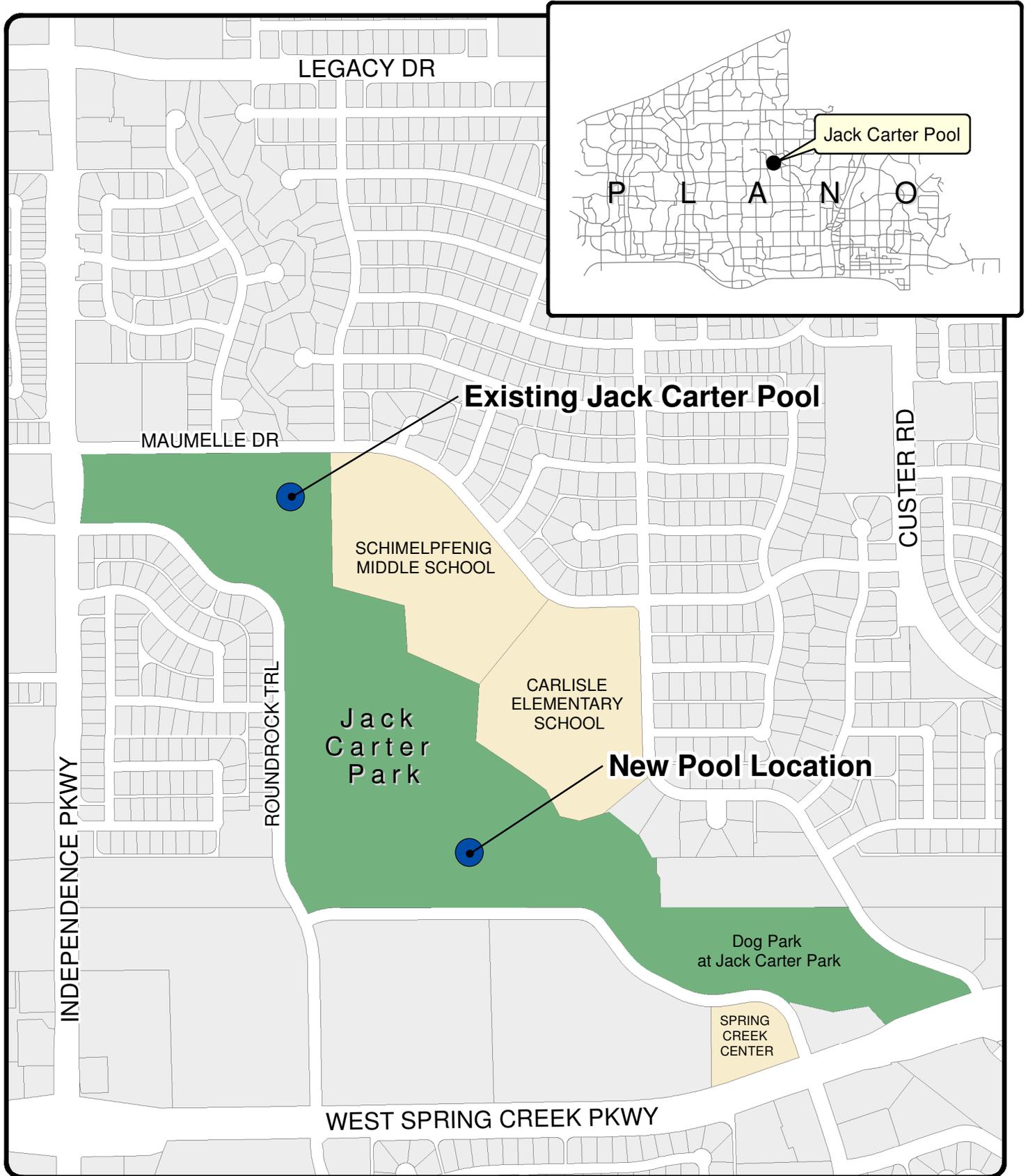


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/12/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
A Resolution of the City of Plano, Texas, authorizing a modification of the Construction Manager at Risk (CMAR) contract between the City of Plano and Turner Construction Company for Jack Carter Pool Phases 2 and 3 construction for a Guaranteed Maximum Price (GMP) of \$10,375,182; authorizing the City Manager, or his authorized designee, to execute the necessary contract documents; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	617,314	15,930,472	0	16,547,786
Encumbered/Expended Amount	-617,314	-1,736,669	0	-2,353,983
This Item	0	-10,375,182	0	-10,375,182
BALANCE	0	3,818,621	0	3,818,621
FUND(S): RECREATION CENTER CIP, PARK IMPROVEMENTS CIP, CAPITAL RESERVE CIP				
<p>COMMENTS: Funding for this item is available in the 2015-16 CIP across multiple funds, and also includes funding from the Recreation Revolving Fund available fund balance. The second phase and third phase construction agreement, in the amount of \$10,375,182, will leave a current year balance of \$3,818,621 for future park improvements. There is a companion agenda item for a supplemental appropriation from the Recreation Revolving Fund in the amount of \$1,500,000 to support this project.</p> <p>STRATEGIC PLAN GOAL: Authorizing the second and third phases of construction on the Jack Carter Pool project relates to the City's goals of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
See Recommendation Memo				
Project Location Map: https://goo.gl/maps/Kg6r1hcbzFy				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map Memorandum Resolution				

Location Map

Jack Carter Pool





Memorandum

Date: September 26, 2015
To: Amy Fortenberry, Director of Parks and Recreation
From: Robin Reeves, Chief Park Planner
Subject: Jack Carter Pool Phases 2 and 3

Requested Action Phases 2 and 3

This agenda item is for approval of a Guaranteed Maximum Price (GMP) for Jack Carter Pool Phases 2 and 3 in the amount of \$10,375,182 and modifying the Construction Manager at Risk Contact with Turner Construction Company in that amount. This will bring the total project GMP including Phase 1, 2 and 3 to \$11,972,822.

Phase 1 Approved on July 27, 2015

City Council approved an expenditure of \$1,600,000 for Phase 1 at the July 27, City Council meeting. Actual bids came in at \$1,597,640. Phase 1 consists primarily of earth work and utilities. That work is in progress.

Phase 2 and 3 Bids Received

Bids for Phases 2 and 3 came in at \$10,985,182 which exceeds Turner Construction Company's previous estimate of \$9,187,000. Staff, the design consultant, Turner Construction Company, and the bidders have reviewed the bids and identified \$610,000 in reductions that will bring the cost for Phases 2 and 3 to \$10,375,182. These changes are reflected in the revised plan which is attached to this memo. Staff does not believe these reductions substantially affect the items discussed with area residents in the planning process. With the reductions, a funding gap of \$1,075,181 remains.

Recreation Revolving Fund

Additional funding of up to \$1,500,000 is available for this project from accumulated savings in the Recreation Revolving Fund, which requires City Council authorization in the form of a supplemental appropriation. No other projects have been identified for this funding and the usage of the Recreation Revolving Fund is preferred to issuing additional debt or utilizing other reserves. Recreation Revolving Fund expenditures must be spent to support recreation programs. Two major elements designed to serve teens would be purchased using these funds, the stationary wave pool and rock climbing/diving wall. This expenditure is consistent with the purpose of the funds and consistent with past expenditures from the Fund.

Staff Recommendation

Staff recommends proceeding with Phases 2 and 3 for a guaranteed maximum price of \$10,375,182 with the extra cost being funded from the City's Recreation Revolving Fund. The Guaranteed Maximum Price for all three phases of work which is based on the actual bids received from the contractors who will construct the project is \$11,972,822.

Why Did Bids Exceed Previous Cost Estimates

The previous cost estimates for the project were wrong. Some of this may be attributed to providing estimates from incomplete plan sets in order to expedite the project. It is also likely that estimators did not fully account for rising construction costs in the DFW area. At present, construction costs in the area are increasing at around 1.5% per month. This equates to 18% per year. This would result in a \$1,800,000 cost escalation on a \$10,000,000 project over the last 12 months.

cc: Colette Hall, Recreation Services Manager

JACK CARTER POOL RENOVATION

PLANO, TX

INTERIM REVIEW DOCUMENTS
NOT INTENDED FOR BIDDING
OR CONSTRUCTION
PURPOSES
DAVID MCCASKILL
760 E Southlake Blvd.
Southlake, TX 76084
08.07.15

no.	date	revision

FINAL SUBMITTAL

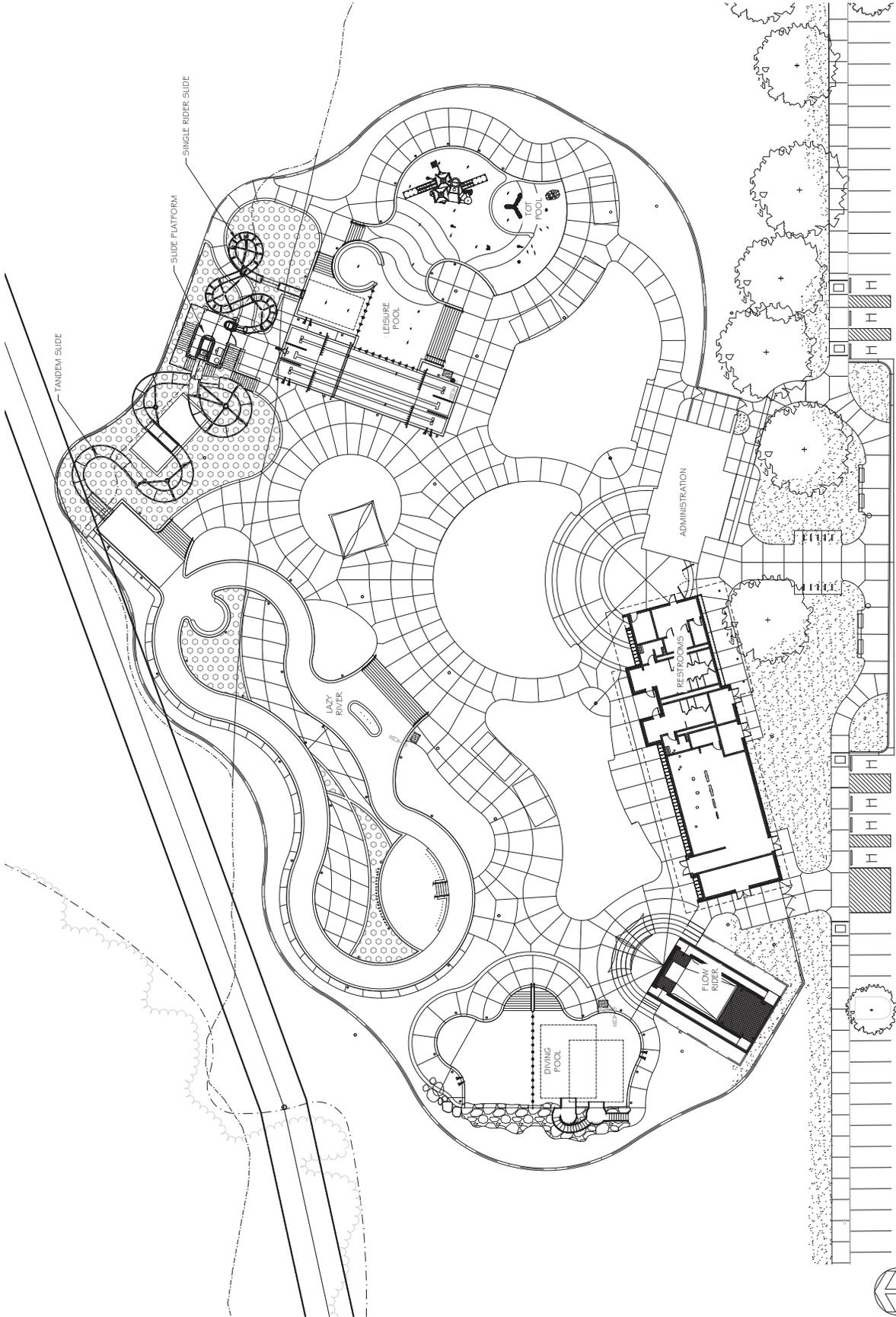
date: 09.29.2015

drawn by: JH

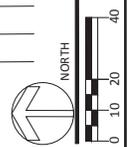
project no: 62-13

landscape architecture / park, trail and recreation planning
david mccaskill design group
620 E Southlake Blvd. Southlake, TX 76092 / 817.709.2084
davidmccaskill@gmail.com

sheet



NOTE: CALL 811 PRIOR TO DIGGING OR PERFORMING UNDERGROUND DEMOLITION WORK.



A Resolution of the City of Plano, Texas, authorizing a modification of the Construction Manager at Risk (CMAR) contract between the City of Plano and Turner Construction Company for Jack Carter Pool Phases 2 and 3 construction for a Guaranteed Maximum Price (GMP) of \$10,375,182; authorizing the City Manager, or his authorized designee, to execute the necessary contract documents; and providing an effective date.

WHEREAS, the City of Plano has engaged in a request for qualifications for the phased reconstruction of the Jack Carter Pool, which, having been constructed in 1983, had become inoperable due to its age; and

WHEREAS, Turner Construction Company has been selected as the most qualified firm to provide Construction Manager at Risk Services for the construction of Jack Carter Pool Phases 2 and 3; and

WHEREAS, The City Council wishes to establish a Guaranteed Maximum Price of \$10,375,182 for the construction of Jack Carter Pool Phases 2 and 3; and

WHEREAS, upon full review of all matters attendant and related thereto, the City Council is of the opinion that the City Manager or his authorized designee should be authorized to execute a Guaranteed Maximum Price Amendment with Turner Construction for a Guaranteed Maximum Price of \$10,375,182 for the Jack Carter Pool Phases 2 and 3 construction project.

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

Section I. A Guaranteed Maximum Price of \$10,375,182 for construction of Jack Carter Pool Phase 2 and 3 has been established and reviewed by the City Council of the City of Plano, Texas, and found to be in best interest of the City of Plano and its Citizens and is hereby in all things approved.

Section II. The City Manager or his authorized designee is authorized to execute a Guaranteed Maximum Price Amendment and all other necessary documents with Turner Construction Company for the Construction of Jack Carter Pool Phases 2 and 3 in the amount of \$10,375,182. This Amendment will result in a total Guaranteed Maximum Price for construction of the entire project including Phases 1, 2 and 3 of \$11,972,822.

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

DULY PASSED AND APPROVED this the 12th day of October, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		October 12, 2015		
Department:		Development Services		
Department Head		Frank Turner		
Agenda Coordinator (include phone #): Monica Martinez x 7122				
CAPTION				
A Resolution of the City of Plano, Texas, approving the terms and conditions of a Waiver and Release of all of the City's rights and options to reacquire the "Skaggs Buildings", 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:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: A Resolution approving the terms and conditions of a Waiver and Release of all the City's rights and option to reacquire the "Skaggs Buildings" relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
Approval of the terms and conditions of a Waiver and Release of all of the City's rights and options to reacquire the "Skaggs Buildings."				
List of Supporting Documents: Resolution, Waiver and Release			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City of Plano, Texas, approving the terms and conditions of a Waiver and Release of all of the City's rights and options to reacquire the "Skaggs Buildings", authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Skaggs Buildings were originally located on K Avenue, in the City of Plano. The City purchased the property in 1989 and entered into an agreement with the W.O. Haggard, Jr. Trust ("Trust"), wherein the Skaggs Buildings were moved to Fairview Farms and the City retained the option to reacquire the Skaggs Buildings; and

WHEREAS, per the agreement, the Trust is notifying the City of its intent to sell the property and remove the structures as further described in the Waiver and Release attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

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

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

DULY PASSED AND APPROVED on this the 12th day of October, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

WAIVER AND RELEASE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City of Plano ("City") hereby waives, relinquishes and releases all of its rights and options to reacquire the "Skaggs Buildings" which are attached to the real property described in Exhibit A hereto, such rights and options being set forth in the Agreement dated August 31, 1989 ("Agreement"), between the City and W.O. Haggard, Jr. Trust ("Trust") and in the Quitclaim, Right to Reacquire and Restrictive Covenants dated August 30, 1989, executed by the City in favor of the Trust and recorded in Volume 3123, Page 340 of the official records of Collin County, Texas.

IN WITNESS WHEREOF, the City hereby executes this Waiver and Release to be effective _____, 2015.

CITY OF PLANO, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____, CITY SECRETARY

APPROVED AS TO FORM:

Name: _____, CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of the CITY OF PLANO, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the ____ day of _____, 2015.

Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT A

Lot 1, Block A, Fairview Farm Market Place Addition, an addition to the City of Plano, Collin County, Texas.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/12/2015		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Matt Yager, x5220				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$1,500,000 from the Recreation Revolving Fund Unappropriated fund balance to the Recreation Revolving Fund Operating Appropriation for fiscal year 2015-16 for the purpose of providing funding for capital expenditures related to the Jack Carter Pool project, amending the Budget of the City and Ordinance No. 2015-9-10, Section 1, Item "CC" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	3,583,779	0	3,583,779
Encumbered/Expended Amount	0	0	0	0
This Item	0	1,500,000	0	1,500,000
BALANCE	0	5,083,779	0	5,083,779
FUND(S): RECREATION REVOLVING FUND				
<p>COMMENTS: This is the first supplemental appropriation to date for the Recreation Revolving Fund, totaling \$1,500,000. There is a companion agenda item in the amount of \$10,375,182 for the second phase and third phase of construction on the Jack Carter Pool project.</p> <p>STRATEGIC PLAN GOAL: Providing additional funding for capital expenditures related to the construction of the Jack Carter Pool project relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Supplemental Appropriation No. 1				
This supplemental appropriation will allow the Jack Carter Pool project to fulfill its project plan and provide the highest possible recreational value at the facility. This item adds capital expenditures to the Recreation Revolving Fund's 2015-16 Operating Budget.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Supplemental Appropriation Log				

An Ordinance of the City of Plano, Texas, transferring the sum of \$1,500,000 from the Recreation Revolving Fund Unappropriated fund balance to the Recreation Revolving Fund Operating Appropriation for fiscal year 2015-16 for the purpose of providing funding for capital expenditures related to the Jack Carter Pool project, amending the Budget of the City and Ordinance No. 2015-9-10, Section 1, Item “CC” to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for fiscal year 2015-16 setting the appropriations for the Recreation Revolving Fund at \$3,583,779 and

WHEREAS, the City of Plano Parks & Recreation Department is requesting funding in the amount of \$1,500,000 for capital expenditures related to the Jack Carter Pool project; and

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

WHEREAS, the City Council now finds that additional appropriations to the Recreation Revolving Fund to complete the Jack Carter Pool project plan and provide for the highest possible recreational value at the facility, and that such action is a public necessity.

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

SECTION I. The estimated sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) is hereby transferred from the Recreation Revolving Fund Unappropriated fund balance to the Recreation Revolving Fund Operating Appropriation.

SECTION II. The budget of the City of Plano for fiscal year 2015-16 as adopted by Ordinance No. 2015-9-10 is amended to reflect the action taken herein.

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

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

DULY PASSED AND APPROVED THIS THE 12th DAY OF OCTOBER, 2015.

Harry LaRosiliere, **MAYOR**

ATTEST:

Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

Paige Mims, **CITY ATTORNEY**

**FY 2015-16
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
TOTAL GENERAL FUND APPROPRIATIONS		\$ -
TOTAL ECONOMIC DEVELOPMENT INCENTIVE FUND APPROPRIATIONS		\$ -
TOTAL PTN FUND APPROPRIATIONS		\$ -
TOTAL CAPITAL RESERVE FUND APPROPRIATIONS		\$ -
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		\$ -
TOTAL WATER & SEWER FUND		\$ -
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		\$ -
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		\$ -
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		\$ -
TOTAL GOLF COURSE FUND APPROPRIATIONS		\$ -
Jack Carter Pool Project Capital Expenditures	Parks & Recreation	\$ 1,500,000
TOTAL RECREATION FUND APPROPRIATIONS		\$ 1,500,000
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		\$ -
GRAND TOTAL ALL FUNDS		\$1,500,000



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/12/15		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Ben Petty (7146)				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, amending Ordinance No. 2014-10-19; codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to reflect new rates and increase the fee schedules for water and sewer services effective November 1, 2015, and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): WATER & SEWER FUND				
<p>COMMENTS: Approval of this item will increase Water and Sewer Revenues by an estimated \$9,848,410 for FY 2015-16 compared to FY 2014-15 re-estimate. The water and sewer rate increase and a change to the consumption rate schedule is included in the FY 2015-16 Water & Sewer Budget.</p> <p>STRATEGIC PLAN GOAL: Changes to the Water and Sewer service rates relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>It is the recommendation of staff that water rates, sewer rates, as well as separately metered irrigation for both residential and non-residential customers should be increased for all services rendered on or after November 1, 2015.</p>				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, amending Ordinance No. 2014-10-19; codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to reflect new rates and increase the fee schedules for water and sewer services effective November 1, 2015, and providing a repealer clause, a severability clause, a savings clause, and an effective date.

WHEREAS, on October 13, 2014 the City Council of the City of Plano enacted Ordinance No. 2014-10-19 to amend the fee schedules for water and sewer service provided in the City; and

WHEREAS, staff recommends adopting this ordinance to reflect the correct rates; and

WHEREAS, upon consideration of the presentation and the recommendations contained therein, the City Council is of the opinion that the water rates for both residential and non-residential customers should be increased by eleven and one-tenth percent (11.1%) for the volumetric tier usage 1,000 gallons up to 5,000 gallons, eleven and nine-tenth percent (11.9%) for volumetric tier usage 5,001 gallons up to 20,000 gallons, and eleven and nine-tenth percent (11.9%) for volumetric tier usage 20,001 gallons up to 40,000 gallons. For residential water customers, all usage above 40,000 gallons will be charged \$7.50 per 1,000 gallons. Sewer rates for both residential and non-residential customers should be increased by thirteen and seven-tenth percent (13.7%) for all usage above 1,000 gallons; and

WHEREAS, the City Council further finds and determines that the fee increases are necessary and in the best interest of the City and its citizens.

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

Section I. Ordinance No. 2014-10-19 is hereby repealed in its entirety.

Section II. *Section 21-135, Sewer Charges-Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

“Sec. 21-135. Sewer charges - Residential.

Monthly sewer charges for the residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the metered water amounts and shall be as follows:

Rates effective November 1, 2015

- (1) Monthly sewer charges for residential connections to the sanitary sewer collection system shall be based upon the minimum charge and the **winter quarter average calculations.**

- a. Winter quarter averaging is a method for determining residential sewer use based on winter quarter averages from up to three (3) consecutive winter periods. The winter average for each year is calculated based on the water consumption during a minimum of three (3) billed winter months or the three (3) lowest of the four (4) billed winter months (December, January, February, and March).
 - b. To determine the three year average, the calculated averages for each year will be combined and divided by three (3).
 - c. Residential customers whose water account has been established for less than three winter periods will be assessed based on the period of average for one or two years.
 - d. Residential customers, whose water account has not been established for at least three (3) billed months of the current winter period, will be charged based upon the average three-year residential winter quarter average citywide until an accurate winter average is available.
- (2) **All residential.** (Includes but is not limited to single family homes, individually metered multi-family units, patio homes, town homes and all other separately metered residential dwellings).

- a. Minimum charge.
 - 1. All meter sizes..... \$12.55
- b. Consumption charges.
 - 1. First 1,000 gallons included in meter charge (minimum bill).
 - 2. All over 1,000 gallons (per 1,000 gallons) \$4.97
- c. There will be no sewer charges for water consumed through separately metered landscape irrigation systems.”

Section III. *Section 21-136, Sewer Charges-Non-Residential, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

“Sec. 21-136. Sewer charges-Non-residential.

Monthly sewer charges for non-residential connections to the sewer collection system shall be based upon the size of the water meter and the metered water amounts and shall be as follows:

Rates effective November 1, 2015

- (1) **All non-residential.** (Includes but is not limited to commercial, schools, churches, homeowners associations, mobile home park, industrial, apartment complexes, cooling towers and any other non-residential use).
 - a. Minimum charge

1. Up to 3/4 inch\$12.55
2. 1 inch 24.48
3. 1 1/2 inch 44.27
4. 2 inch 68.08
5. 3 inch131.49
6. 4 inch202.79
7. 6 inch400.97
8. 8 inch596.66
9. 10 inch916.21

- b. Consumption charges
 1. First 1,000 gallons included in meter charge (minimum bill).
 2. All over 1,000 gallons (per 1,000 gallons) \$4.97

c. Maximum charge (cap) effective for cooling towers and commercial swimming pools is 12,000 gallons.

d. There will be no sewer charges for water consumed through separately metered landscape irrigation systems.”

Section IV. *Section 21-147, Water Charges, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:*

“For Services Rendered on or after November 1, 2015:

Sec. 21-147. Water charges.

(1) All **residential**. (Includes but is not limited to single family homes, and separately metered multi-family units, patio homes, town homes, condominiums and all other residential dwellings.)

- a. Minimum charge.
 1. Up to 3/4 inch..... \$20.48
 2. 1 inch..... 20.48
 3. 1 1/2 inch..... 90.65
 4. 2 inch..... 143.07

- b. Consumption charges.
 1. First 1,000 gallons included in meter charge (minimum bill).
 2. 1,001 – 5,000 gallons (per 1,000 gallons)..... \$0.60
 3. 5,001 – 20,000 gallons (per 1,000 gallons)..... 3.10

- 4. 20,001 – 40,000 gallons (per 1,000 gallons)..... 6.19
- 5. All over 40,000 gallons (per 1,000 gallons)..... 7.50

(2) All **non-residential**. (Includes, but is not limited to commercial, schools, churches, homeowners associations, mobile home parks, industrial, apartment complexes, cooling towers and any other non-residential use.)

a. Minimum charge.

- 1. Up to 3/4 inch..... \$20.48
- 2. 1 inch..... 46.27
- 3. 1 1/2 inch..... 90.65
- 4. 2 inch..... 143.07
- 5. 3 inch..... 282.81
- 6. 4 inch..... 440.18
- 7. 6 inch..... 877.09
- 8. 8 inch.....1,401.38
- 9. 10 inch.....2,013.21

b. Consumption charges.

- 1. First 1,000 gallons included in meter charge (minimum bill).
- 2. 1,001- 5,000 gallons (per 1,000 gallons)..... \$0.60
- 3. All over 5,000 gallons (per 1,000 gallons)..... 3.10

(3) **Separately metered irrigation use.**

a. Minimum charge.

- 1. Up to 3/4 inch..... \$20.48
- 2a. 1 inch (Residential)..... 20.48
- 2b. 1 inch (Commercial)..... 46.27
- 3. 1 1/2 inch..... 90.65
- 4. 2 inch..... 143.07
- 5. 3 inch..... 282.81
- 6. 4 inch..... 440.18
- 7. 6 inch..... 877.09
- 8. 8 inch.....1,401.38
- 9. 10 inch.....2,013.21

b. Consumption charges.

- 1. First 1,000 gallons included in meter charge (minimum bill).
- 2. 1,001- 5,000 gallons (per 1,000 gallons)..... \$0.60
- 3. 5,001 – 20,000 gallons (per 1,000 gallons)..... 3.10
- 4. All over 20,000 gallons (per 1,000 gallons)..... 6.19”

Section V. Any provision of any Ordinance of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

Section VII. The repeal of any Ordinance or part of Ordinances effectuated 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 Ordinances at the time of passage of this Ordinance.

Section VIII. This Ordinance shall become effective November 1, 2015.

DULY PASSED AND APPROVED this the 12th day of October, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney

DATE: September 22, 2015

TO: Honorable Mayor & City Council

FROM: Doug Bender, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of September 21, 2015

AGENDA ITEM NO. 5

PUBLIC HEARING: ZONING CASE 2015-22

APPLICANT: BARIKUNA OQUNDIPE

Request for a Specific Use Permit for Trade School on 0.1± acre located on the south side of 14th Street, 175± feet west of N Avenue. Zoned Retail.

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

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

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

PETITION(s) RECEIVED: 0 **# OF SIGNATURES:** 0

STIPULATIONS:

Recommended for approval as submitted.

EM/dr

xc: Richard A. Pelley, Pelley Law Office
Barikuna Ogundipe, Cira Career Training
Wayne Snell, Permit Services Manager

<https://www.google.com/maps/@33.0179398,-96.6969977,19z/data=!3m1!1e3>

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 21, 2015

Agenda Item No. 5

Public Hearing: Zoning Case 2015-22

Applicant: Barikuna Oqundipe

DESCRIPTION:

Request for a Specific Use Permit for Trade School on 0.1± acre located on the south side of 14th Street, 175± feet west of N Avenue. Zoned Retail.

REMARKS:

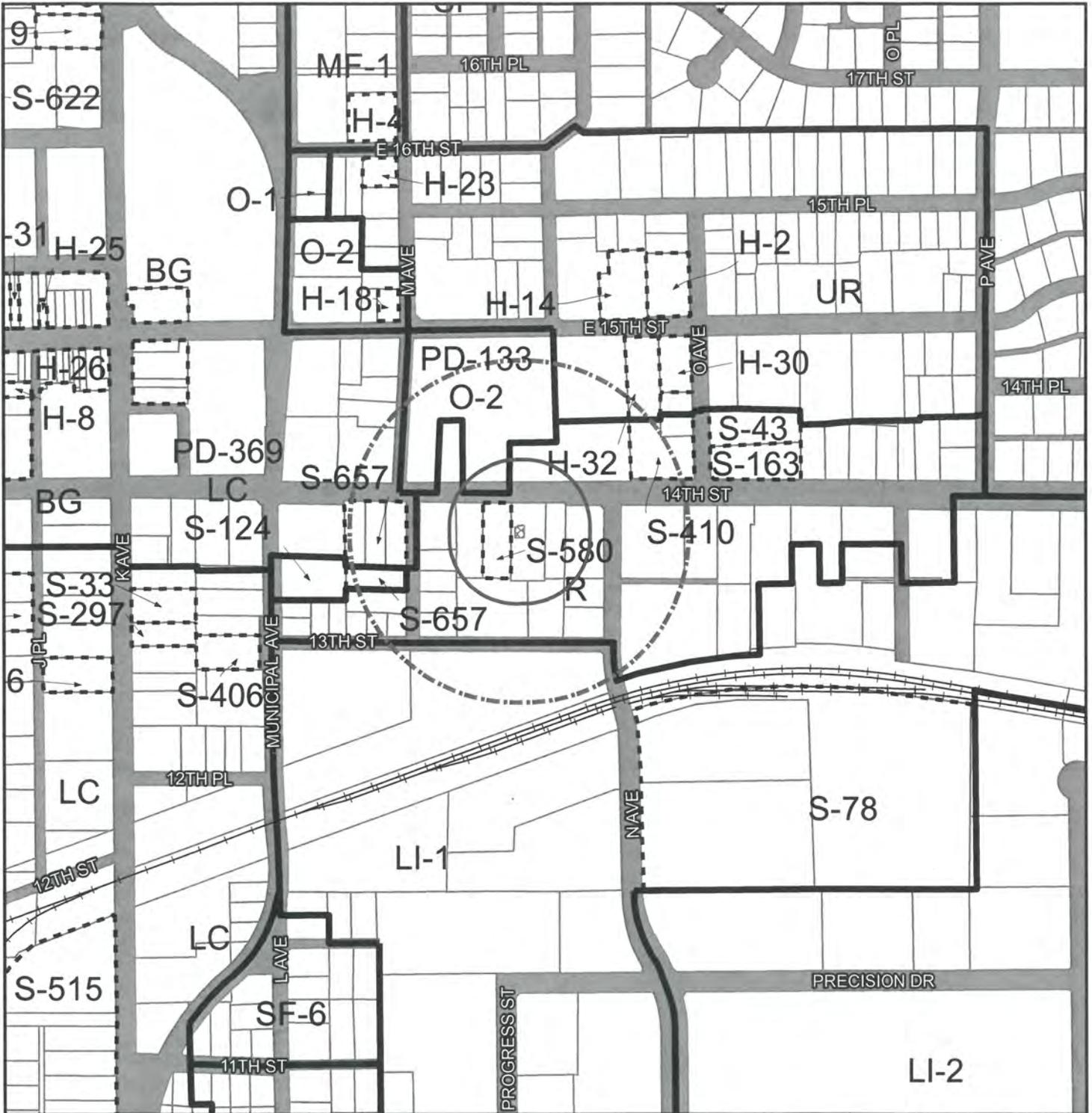
The requested zoning is for a Specific Use Permit (SUP) for Trade School. The applicant proposes to operate a school that provides professional medical instruction and certification. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. Trade Schools are establishments, other than public or parochial schools, private schools, or colleges, offering training or instruction in a trade, art, or occupation. The applicant is proposing to locate the Trade School in an existing 1,000± square foot tenant space, located in a multitenant office building.

The current zoning is Retail (R). The R district is primarily intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls, but not including wholesaling or warehousing.

The subject property is currently developed as a general office building. To the east of the subject property is an existing general office building zoned R. To the west is a general office building zoned R with SUP #580 for a Day Care Center. To the north, across 14th Street, is a religious facility zoned R and Planned Development-133-General Office (PD-133-O-2). To the south are properties zoned R which are partially developed with office and automobile storage uses. The requested trade school is complimentary to the adjacent commercial uses, and the site has sufficient parking to accommodate the trade school use. For these reasons, staff is in support of the requested SUP.

RECOMMENDATION:

Recommended for approval as submitted.

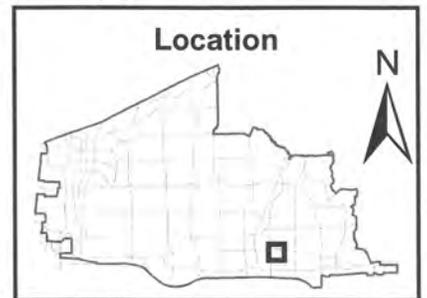


Zoning Case #: 2015-22

Existing Zoning: Retail (R)

Proposed Zoning: Specific Use Permit for Trade School

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



Source: City of Plano Planning Department



14TH STREET

Area of Request

13TH STREET



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

Zoning Case 2015-22

Zoning Case 2015-22

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 5 so as to allow the additional use of Trade School on 0.1± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the south side of 14th Street, 175± feet west of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 12th day of October, 2015, for the purpose of considering granting Specific Use Permit No. 5 for the additional use of Trade School on 0.1± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the south side of 14th Street, 175± feet west of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 12th day of October, 2015; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 5 for the additional use of Trade School on 0.1± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the south side of 14th Street, 175± feet west of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 5 for the additional use of Trade School on 0.1± acre of land out of the Sanford Beck Survey, Abstract No. 73, located on the south side of 14th Street, 175± feet west of N Avenue, in the City of Plano, Collin County, Texas, presently zoned Retail, said property being more fully described on the legal description in Exhibit "A" attached hereto.

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 12TH DAY OF OCTOBER, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2015-22

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Sanford Beck Survey, Abstract No. 73, being part of Lot 3, Block 16 of the Old Donation Addition to the City of Plano and 7.5 feet of an abandoned alley, being the same tract of land as recorded under County Clerk No. 20131023001450210 of the Collin County Land Records with said premises being more particularly described as follows:

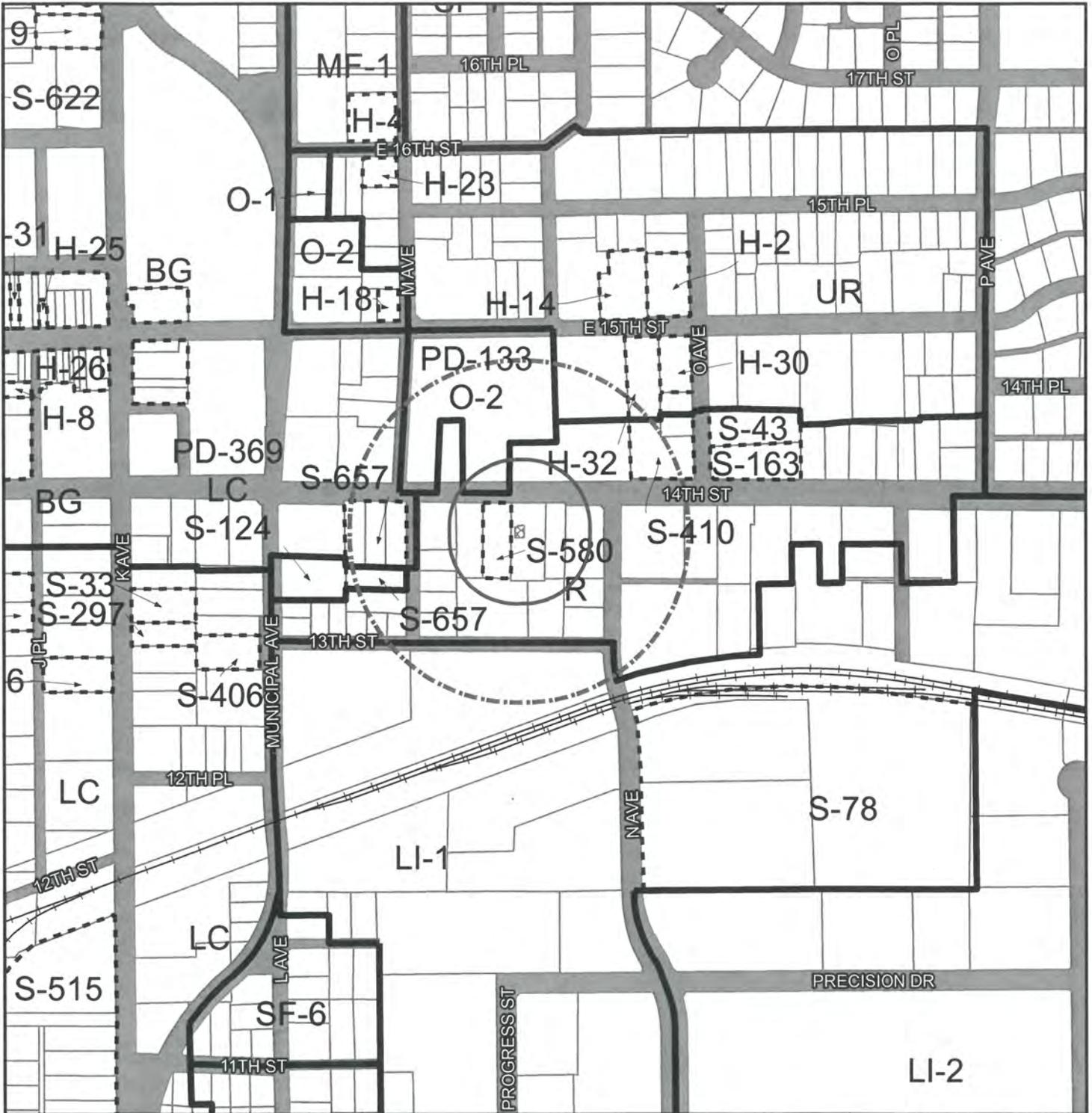
COMMENCING at an "X" found in the south right-of-way line of 14th Street and marking the northwest corner of said Lot 3;

THENCE crossing through said Lot 3, South 08°52'33" East, 74.49 feet to a point in the west facing of a 2-story brick building marking the POINT OF BEGINNING and the most westerly northwest corner of the herein described premises;

THENCE passing through said brick building along the boundaries of said premises as follows: North 89°34'40" East, 8.65 feet to a point for corner; North 00°29'00" West, 4.35 feet to a point for corner; North 89°31'00" East, 19.35 feet to a point for corner; South 00°29'00" East, 37.05 feet to a point in the south facing of said 2- story brick building and marking the southeast corner of said premises;

THENCE with the south facing of said brick building and the south line of said premises, South 89°31'00" West, 28.05 feet to the southwest corner of said brick building and marking the southwest corner of said premises;

THENCE with the west facing of said brick building and the west line of said premises, North 00°25'20" West, 32.7 feet to the POINT OF BEGINNING and CONTAINING 1,002 square feet.

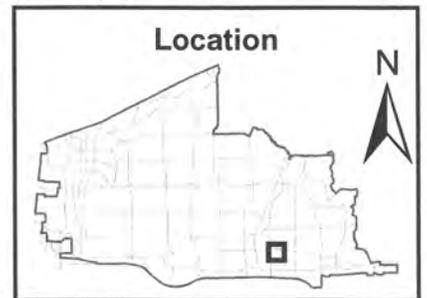


Zoning Case #: 2015-22

Existing Zoning: Retail (R)

Proposed Zoning: Specific Use Permit for Trade School

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



Source: City of Plano Planning Department

DATE: September 22, 2015

TO: Honorable Mayor & City Council

FROM: Doug Bender, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of September 21, 2015

AGENDA ITEM NO. 6A

PUBLIC HEARING: ZONING CASE 2015-23

APPLICANT: NANCY BAKER HIGDON

Request to rezone 31.0± acres located at the southeast corner of 14th Street and Park Vista Road **from** Agricultural **to** Single-Family Residence-6.

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

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

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

PETITION(s) RECEIVED: 0 **# OF SIGNATURES:** 0

STIPULATIONS:

Recommended for approval as submitted.

ST/dr

xc: Nancy Baker Higdon
Jim Douglas, Douglas Properties
Wayne Snell, Permit Services Manager

<https://www.google.com/maps/@33.0086182,-96.6328741,16z/data=!3m1!1e3>

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 21, 2015

Agenda Item No. 6A

Public Hearing: Zoning Case 2015-23

Applicant: Nancy Baker Higdon

DESCRIPTION:

Request to rezone 31.0± acres located at the southeast corner of 14th Street and Park Vista Road **from** Agricultural **to** Single-Family Residence-6.

REMARKS:

The purpose of this request is to rezone the subject property from Agricultural (A) to Single-Family Residence-6 (SF-6). The A district is intended to provide for farming, dairying, pasturage, horticulture, animal husbandry, and the necessary accessory uses for the packing, treating, or storing of produce. It is anticipated that all A districts will be changed to other zoning classifications as the city proceeds toward full development.

The requested zoning is SF-6. The SF-6 district is intended to provide for small-lot, urban, single-family development protected from excessive noise, illumination, odors, visual clutter, and other objectionable influences to family living.

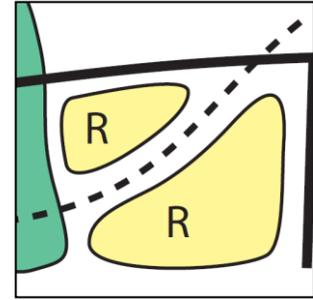
A concept plan, Heritage Ridge Estates, accompanies this request as Agenda Item No. 6B.

Surrounding Land Use and Zoning

The area of the request is currently undeveloped. To the north, across 14th Street, is an existing hospital and medical office development located within the City of Murphy. To the east is vacant property located in the City of Murphy. To the south, the property is zoned Planned Development-498-Multifamily Residence-3 (PD-498-MF-3) with a proposed independent living facility, and across the DART right-of-way, is an existing single-family residential development zoned Single-Family Residence-7 (SF-7). The property to the west, across the existing floodplain, is developed as a convenience store with gas pumps and is zoned Light Industrial-1 (LI-1).

Conformance to the Comprehensive Plan

Future Land Use Plan - The Future Land Use Plan designates this property as Residential (R). This request is in conformance with the Future Land Use Plan.



Interim Amendments to the Comprehensive Plan - In April 2012, the City Council adopted interim amendments to the Land Use Element of the Comprehensive Plan which included recommendations pertaining to the use of the city's undeveloped land. One of these recommendations is applicable to this request.

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

The applicant is proposing 130 residential lots on the subject property. There are two adjacent residential developments including the proposed independent living facility immediately to the south and the existing residential subdivision located south of the DART right-of-way. This request is in conformance with this policy recommendation.

Adequacy of Public Facilities - Water service is available at the site. Sanitary sewer and storm water facilities have sufficient capacity, but services have to be extended to the site.

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

Adjacent Nonresidential Zoning

The property to the west, across the creek, is zoned LI-1 and is currently developed as a convenience store with gas pumps. Although LI-1 zoning and the associated gas station development is not appropriate in close proximity to residential uses, the subdivision will be separated from the commercial lot by floodplain and existing vegetation. The nearest proposed residential lot is 300± feet to the southeast of the gas station development.

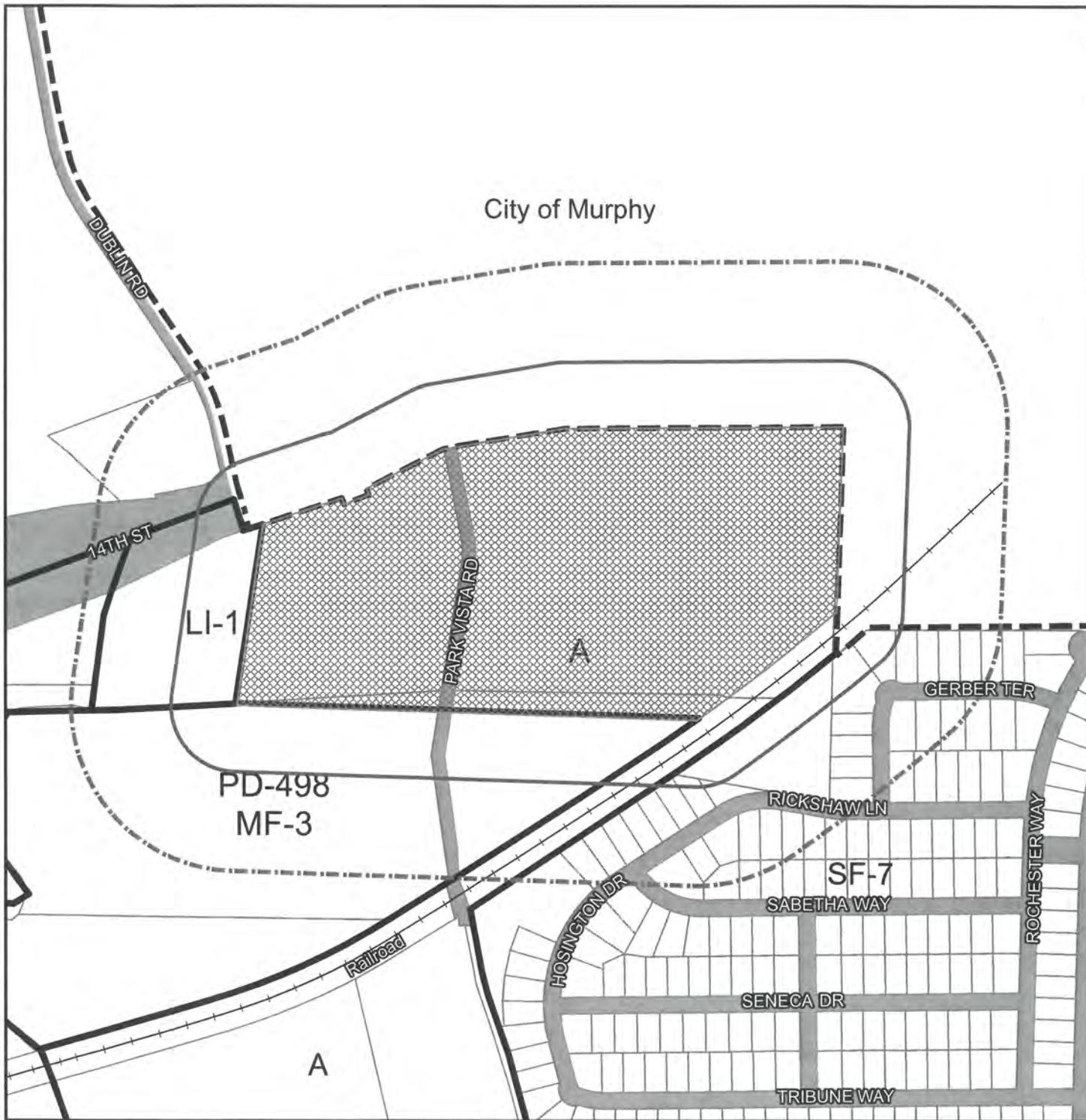
Although this situation is not ideal, staff believes the proposed rezoning request is appropriate due to the existing vegetation, floodplain, and distance from the gas station development which will create a natural buffer for future residences. Additionally, the distance to the fuel dispensing facilities complies with the minimum requirements of the Residential Adjacency Standards within the Zoning Ordinance. For these reasons, staff believes the residential uses are appropriate for the subject property.

SUMMARY:

The applicant is requesting to rezone 31.0± acres located at the southeast corner of 14th Street and Park Vista Road from Agricultural to Single-Family Residence-6. The requested rezoning for SF-6 is compatible with the existing adjacent residential neighborhood and the proposed independent living facility to the south. The request complies with the Future Land Use Plan and interim amendments to the Land Use Element of the Comprehensive Plan. For these reasons, staff is in support of this request.

RECOMMENDATION:

Recommended for approval as submitted.



Zoning Case #: 2015-23

Existing Zoning: Agricultural (A)

Proposed Zoning: Single-Family Residence-6 (SF-6)



500' Courtesy Notification



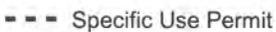
200' Notification Buffer

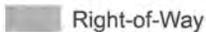


Subject Property

 Zoning Boundary

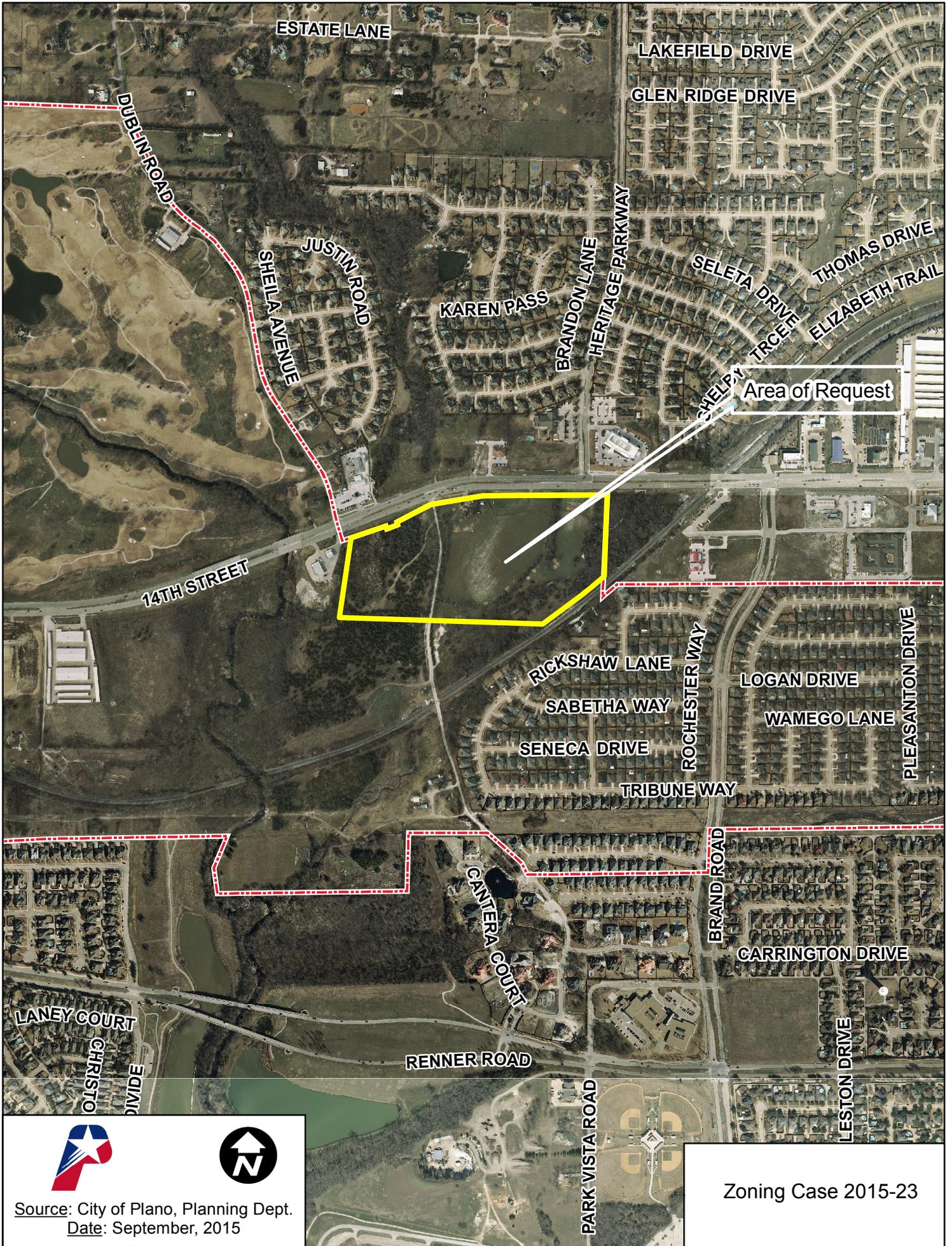
 City Limits

 Specific Use Permit

 Right-of-Way



Source: City of Plano Planning Department

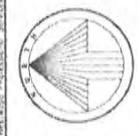


Area of Request

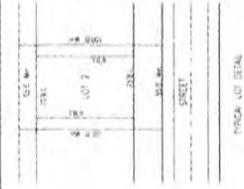


Source: City of Plano, Planning Dept.
Date: September, 2015

Zoning Case 2015-23



SEE DATA SHEET, SHEET 02
 ZONING: R-1.5
 LOT AREA: 127,000 SQ. FT.
 MAXIMUM BLDG. HEIGHT: 35'
 MAXIMUM BLDG. AREA: 2.4 Acres
 MAXIMUM LOT COVERAGE: 25%
 REQUIRED PARKING: 2 SPACES PER LOT



PARCEL DATA TABLE

PARCEL NO.	AREA (SQ. FT.)	AREA (ACRES)	OWNER	STATUS
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97	127,000	2.91
98	127,000	2.91
99	127,000	2.91
100	127,000	2.91

CONCEPT PLAN
 OF
HERITAGE RIDGE ESTATES
 31.036 ACRES
 130 SF-6 LOTS, 1 OPEN SPACE LOT
 OUT OF THE
 MARY SCOTT SURVEY, ABSTRACT NO. 859
 IN THE
 CITY OF PLANO, COLLIN COUNTY, TEXAS
 OWNER
 NANCY BAKER HIGDON
 PO BOX 22155, SANTA FE, NM 87502
 DEVELOPER
 DOUGLAS PROPERTIES INC.
 2309 AVENUE K, SUITE 100, PLANO, TX 75074
 ENGINEER/SURVEYOR
Westwood
 10000 Westwood Drive, Suite 100, Dallas, TX 75241
 (214) 343-1000
 www.westwoodinc.com



TYPICAL YAM DETAIL

Zoning Case 2015-23

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 31.0± acres of land out of the Mary Scott Survey, Abstract No. 859, located at the southeast corner of 14th Street and Park Vista Road in the City of Plano, Collin County, Texas, from Agricultural to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 12th day of October, 2015, for the purpose of considering rezoning 31.0± acres of land out of the Mary Scott Survey, Abstract No. 859, located at the southeast corner of 14th Street and Park Vista Road in the City of Plano, Collin County, Texas, from Agricultural to Single-Family Residence-6; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 12th day of October, 2015; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to rezone 31.0± acres of land out of the Mary Scott Survey, Abstract No. 859, located at the southeast corner of 14th Street and Park Vista Road in the City of Plano, Collin County, Texas, from Agricultural to Single-Family Residence-6, said property being described in the legal description on Exhibit "A" attached hereto.

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 12TH DAY OF OCTOBER, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Zoning Case 2015-23

BEING 30.98 acres of land located in Mary Scott Survey, Abstract No. 859, City of Plano, Collin County, Texas, being a reminder of the tracts of land designated as Tract 1-A and Tract 1-B, in deed to Nancy Baker Higdon, recorded in Volume 2071, Page 797, of the Deed Records of Collin County, Texas. Said 9.150 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod in concrete, found at the southwest corner of said Tract 1-A, and the southeast corner of Lot 1, Block A, 544 Store Addition, according to the Plat recorded in Cabinet K, Page 94, of the Plat Records of Collin County, Texas, and said Point of Beginning also lying in the north boundary line of the tract of land designated as Tract 2 in deed to FM 544 Park Vista, LTD., recorded in County Clerk's instrument number 20140826000919040, of the Deed Records of Collin County, Texas;

THENCE North 08°10'26" East, distance of 553.77 feet, along the West boundary line of said Tract 1-A and east boundary line of said Lot 1, to a 1/2-inch iron rod marked Brittain & Crawford, set at the northeast corner of said Lot 1, and the south right-of-way line of Farm to Market Road 544 (variable width right-of-way), also known as East 14th Street;

THENCE along the along the south right-of-way line of said Farm to Market Road 544, as follows:

North 71°33'25" seconds East, a distance of 252.74 feet, to a point in Rowlett Creek;

South 20°46'31" seconds East, distance of 20.00 feet, to a point in Rowlett Creek;

North 69°17'10" East, a distance of 79.98 feet, to a point in Rowlett Creek;

North 20°38'17" West, a distance of 20.00 feet, to a point in Rowlett Creek;

North 62°40'05" East 259.53 feet, to a point on top of water valve, at the Southeast corner of said FM 544;

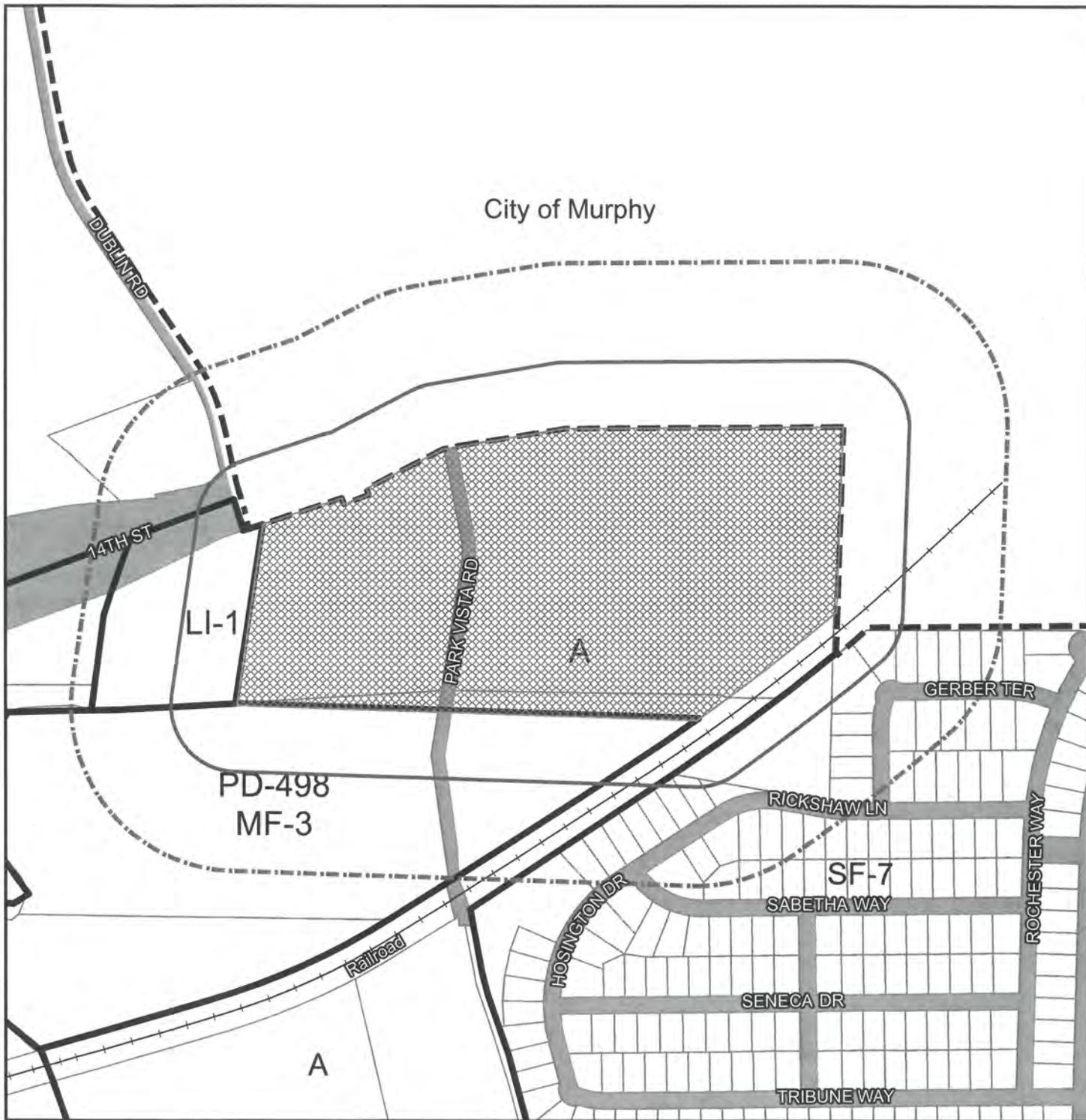
North 80°21'47" East, a distance of 370.19 feet, to a 5/8-inch iron rod found;

North 89°37'48" seconds East, a distance of 847.96 feet, to a 1/2-inch iron rod marked Brittain & Crawford, found at the Northwest corner of a reminder of the tract of land conveyed to McBirney #544 Joint Venture, by the deed recorded in Volume 2644, Page 123, of the Deed Records of Collin County, Texas;

THENCE South $02^{\circ}02'49''$ seconds West, a distance of 559.70 feet, along the east boundary line of said Tract 1-B, and the west boundary line of said McBirney #544 Joint Venture tract, to a 5/8-inch iron rod, marked Carter & Burgess, found at the most Easterly Southeast corner of said Tract 1-B, lying in the northwest right of way line of DART Railroad (a 100' railroad right of way):

THENCE Southwesterly, a distance of 534.51' feet, along the southeast boundary line of said Tract 1-B, and the northwest right-of-way line of said D.A.R.T. Railroad, with a curve to the right, having a radius of 6,231.16 feet, a central angle of $4^{\circ}54'54''$, and a chord bearing of South $52^{\circ}12'56''$ West -534.35 feet, to a 1/2-inch rod marked Brittain & Crawford, set at the most southerly southeast corner of said Tract 1-B, and the northeast corner of aforesaid Tract 1 in deed to FM 544 Park Vista, LTD;

THENCE North $88^{\circ}12'11''$ West 1,395.20 feet, along the south boundary line of said Tract 1-A, and the north boundary line of said Tract 2 in deed to FM 544 Park Vista, LTD, to the POINT OF BEGINNING and CONTAINING 30.98 acres (1,349,557 square feet) of land.



Zoning Case #: 2015-23

Existing Zoning: Agricultural (A)

Proposed Zoning: Single-Family Residence-6 (SF-6)



500' Courtesy Notification

200' Notification Buffer



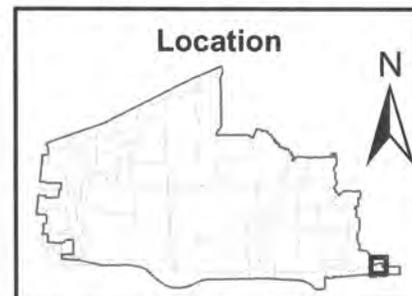
Subject Property

Zoning Boundary

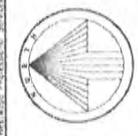
City Limits

Specific Use Permit

Right-of-Way



Source: City of Plano Planning Department



SEE DATA SHEET, PAGE 2
 ZONING: R-10
 LOT AREA: 127,000 SQ. FT.
 MAXIMUM BLDG. HEIGHT: 35'
 MAXIMUM BLDG. AREA: 2.4 Acres
 MAXIMUM LOT COVERAGE: 25%
 REQUIRED PARKING: 2 SPACES PER LOT



PARCEL DATA TABLE

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96	127,000	2.91	100%	HERITAGE RIDGE ESTATES	RESERVED
97	127,000	2.91	100%	HERITAGE RIDGE ESTATES	RESERVED
98	127,000	2.91	100%	HERITAGE RIDGE ESTATES	RESERVED
99	127,000	2.91	100%	HERITAGE RIDGE ESTATES	RESERVED
100	127,000	2.91	100%	HERITAGE RIDGE ESTATES	RESERVED

CONCEPT PLAN
 OF
HERITAGE RIDGE ESTATES
 31.036 ACRES
 130 SF-6 LOTS, 1 OPEN SPACE LOT
 OUT OF THE
 MARY SCOTT SURVEY, ABSTRACT NO. 859
 IN THE
 CITY OF PLANO, COLLIN COUNTY, TEXAS
 OWNER
NANCY BAKER HIGDON
 PO BOX 22155, SANTA FE, NM 87502
 DEVELOPER
DOUGLAS PROPERTIES INC.
 2309 AVENUE K, SUITE 100, PLANO, TX 75074
 ENGINEER/SURVEYOR
Westwood
 2000 WESTWOOD DRIVE, SUITE 100, PLANO, TX 75075
 98-211-0000



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		10/12/2015		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): Tammy Stuckey Ext 7156				
CAPTION				
Public Hearing and consideration of an Ordinance of the City of Plano, Texas, adopting the Plano Tomorrow Comprehensive Plan, providing the vision statements, policies, action statements, and maps as developed for the purpose of guiding future development within the City of Plano, Texas; repealing the current Comprehensive Plan, including Resolution No. 86-11-22(R), Resolution No. 87-2-21(R), Resolution No. 87-9-4(R), Resolution No. 88-1-18(R), Ordinance No. 2002-12-6, elements, maps, policy statements, and all additions and amendments thereto; and providing an effective date. Applicant: City of Plano				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Consideration of the Plano Tomorrow Plan relates to the City's Goals of Strong Local Economy, Financially Strong City with Service Excellence and Great Neighborhoods – 1st Choice to Live.				
SUMMARY OF ITEM				
Adoption of the Plano Tomorrow Comprehensive Plan including vision statements, policies, action statements, maps, and recommendations of land use, transportation, and city services within the City of Plano.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
2 nd Vice Chair Report			Planning & Zoning Commission	
P&Z Follow Up Memo				
Staff Report				
Ordinance				
Exhibit "A" Vision Statements, Policies, Action Statements and Maps				

Recommendation of the Planning & Zoning Commission
Second Vice Chairman's Report
Consideration of the Plano Tomorrow Comprehensive Plan
September 21, 2015

Plano Tomorrow Comprehensive Plan: Agenda Item No. 4 – Public Hearing. Seven Commissioners were present, with Commissioner Muns absent.

Staff Recommendation: Staff recommended approval.

Comments from the Commission:

- Plano needs a plan in order to have a direction for the city for the next 20 to 30 years. A comprehensive plan is required by Texas state law in order for the city to regulate zoning.
- The plan respects the suburban form and life in Plano, and Plano will maintain its suburban form in the future.
- There is going to be change in Plano, and we're going to have to adjust for the future and for the diversity of our population.
- The plan gives a strong foundation for addressing current challenges the city is facing, like aging retail and neighborhoods, and future challenges the city will face.
- Plano used to rely on retail to draw people to the city, but now the surrounding cities have their own retail. Aging retail is one of the bigger challenges the city faces, and the new plan addresses it.
- It's going to be hard for Plano to stay the same moving forward and continue to be successful.
- The new plan addresses traffic. The current plan doesn't address traffic. The benefit of having this plan is that we have a plan that addresses new challenges.
- This plan is about the big picture, and it doesn't change zoning. The Plano Tomorrow Plan doesn't call for thousands of more apartments to be built in Plano.
- There is not an agenda by the Commission to bring more people to Plano. The plan is designed to ensure the city is prepared for the people when they come, which the state demographers have said are coming.
- The Plano Tomorrow Plan doesn't say apartments. It says residential, which includes single family, single family attached, patio homes and multifamily.
- Though there are a lot of good things in the plan that will benefit our city, based on citizen feedback the plan still needs more revision. The plan won't be exactly what everyone wants, but we can work more to make it a plan that more people will be supportive of.
- Despite the changes made to the draft, there is a passionate perception by the citizens of Plano that the city is pushing high density with this plan.
- Our biggest strength in the city is the corporations and jobs we have, and the remaining land we have should be reserved for businesses.
- Concerns were raised over the increase in population and how that will impact water usage and our emergency services.

In support of staff's recommendation for approval, a motion for approval was made by Commissioner Hicks and was seconded by Commissioner Prince. The motion passed with a 5-2 vote, with Commissioners O'Hanlon and Pittman voting in opposition.

Respectfully Submitted,

Kayci Prince
Second Vice-Chair
Planning & Zoning Commission

DATE: September 22, 2015

TO: Honorable Mayor & City Council

FROM: Doug Bender, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of September 21, 2015

AGENDA ITEM NO. 4

**PUBLIC HEARING: CONSIDERATION OF THE PLANO TOMORROW
COMPREHENSIVE PLAN**

APPLICANT: CITY OF PLANO

Consideration of the Plano Tomorrow Comprehensive Plan, the long-range guide for the future growth, development, and redevelopment of the city. Tabled March 2, 2015 and April 20, 2015.

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

STIPULATIONS:

Recommended for approval as submitted. One commissioner voting in opposition stated that more time was necessary to address public concerns with the Plano Tomorrow Plan. The other commissioner voting in opposition made comments regarding the importance of economic development, limited vacant land resources, and the suburban nature of the city.

SMS/dr

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 21, 2015

Agenda Item No. 4

Public Hearing: Consideration of the Plano Tomorrow Comprehensive Plan

Applicant: City of Plano

DESCRIPTION:

Consideration of the Plano Tomorrow Comprehensive Plan, the long-range guide for the future growth, development, and redevelopment of the city. Tabled March 2, 2015 and April 20, 2015.

REMARKS:

This item was tabled at the March 2, 2015 and the April 20, 2015 Planning & Zoning Commission meetings. It must be removed from the table for consideration.

Background

The Plano Tomorrow plan was developed over a 26-month period with assistance from the Planning & Zoning Commission, City Council, and the general public. This plan will replace the city's existing comprehensive plan, which was adopted in 1986 with numerous updates throughout its nearly 30-year lifespan. The Plano Tomorrow plan is the key long-range guide for the future growth, development, and redevelopment of the city and is intended to serve as a 20- to 30-year visionary guide, providing policy and direction for land use, transportation, housing, city services, and other important aspects of the community.

Vision of Plano Tomorrow

The plan focuses on fulfilling a vision that Plano is "*...a global leader, excelling in exceptional education, abounding with world class businesses, and vibrant neighborhoods*". The plan will build on the foundation of the city's past and create a future of excellence by reinforcing the community's current strengths and addressing opportunities for change.

Public Involvement

A thorough public outreach campaign was conducted as part of the planning process, which included public workshops, public hearings, open houses, on-site meetings, online opinion polls, and many detailed work sessions with the Planning & Zoning Commission. Nearly 4,000 respondents have provided information on their vision of Plano's future, and the plan attempts to coalesce and best represent the diverse and varied options for the community. The detailed public involvement process can be viewed at <http://www.planotomorrow.org/31/Public-Outreach-Process>.

The city has also received letters from the public regarding the Plano Tomorrow plan dating from November, 2014. These letters can be accessed online at <http://www.planotomorrow.org/233/Meeting-Information>.

Scope of Plan

One of the most important considerations in reviewing the plan is its broad scope. The Plano Tomorrow plan contains 5 pillars, 10 components, 41 policies, and 274 action statements, all of which are intended to work together to improve Plano for the future, balancing the diverse needs and desires of our varied and dynamic community. It is necessary to look at the policies and supportive maps in concert with one another to realize the full nature of the plan. Community leaders will revisit the vision of the plan every five years to ensure relevancy of the document as conditions change and actions are completed. An Executive Summary of the plan can be downloaded at <http://www.plano.gov/DocumentCenter/View/13417>. A summary of the 10 Key Components of the plan can also be viewed at <http://www.planotomorrow.org/232/Key-Components-Summary>.

Plano Tomorrow Maps

The Plano Tomorrow plan includes five maps, which are intended to provide guidance on land use development and provision of city services. These include:

- Future Land Use Map - guides appropriate locations for future uses and activities
- Growth and Change Map - describes the level of change that is expected to occur on sites
- Thoroughfare Plan Map and Cross-Sections - illustrates locations for planned capacity of existing and future roads
- Park Master Plan Map - illustrates locations and amenities of existing and future parks, open space, and facilities
- Bicycle Transportation Plan Map - illustrates locations for existing and future bicycle routes and paths

Electronic copies of these maps can also be viewed at <http://www.planotomorrow.org/229/Maps-of-Plano-Tomorrow>.

Plan Implementation

During review of land development projects, the Planning & Zoning Commission and City Council will consider conformance with the Plano Tomorrow plan as one of the criteria for approval. Maps and policies will provide guidance to city leaders not only in decisions and directives for land use development, but also with the provision and delivery of city services and prioritization of the Community Investment Program budget. The plan implementation process is outlined at <http://www.planotomorrow.org/9/Your-Plan-Your-Future>.

New Format for Plano Tomorrow Plan

The plan is a fully web-based, interactive plan and can be found at www.planotomorrow.org. There is no printed version of the plan. This new format is an emerging concept in cities around the world and is the first to be introduced by a Texas community. The plan is more visual and accessible as elements are presented through a series of short videos and infographics. The web-based format also allows the plan to be more interactive with public feedback polls and status bar updates for each action statement. As of September 14, 2015, the web-based plan has collected over 1,100 visits, 2,300 downloads, and 675 votes within the public feedback polls. The Planning & Zoning Commission will consider the Plano Tomorrow plan as a web-based document.

Summary

The proposed Plano Tomorrow Comprehensive Plan is the culmination of over two years of intense research and refinement, which has been created through conversations with the public, staff, and the Planning & Zoning Commission. The web-based layout is a ground-breaking new format for a comprehensive plan. The content of the plan has been established through the input of the community, including many comments by Plano's citizens, and the plan makes every effort to represent the needs and desires of an increasingly diverse community. Staff believes the plan is consistent with the vision established by the Planning & Zoning Commission and builds on the foundation of the city's past while providing a vision for Plano's future. The plan as presented will provide a long-range guide that will allow Plano to enhance its stature as the City of Excellence. For these reasons, staff is recommending approval of the Plano Tomorrow Comprehensive Plan.

RECOMMENDATION:

Recommended for approval as submitted.

An Ordinance of the City of Plano, Texas, adopting the Plano Tomorrow Comprehensive Plan, providing the vision statements, policies, action statements, and maps as developed for the purpose of guiding future development within the City of Plano, Texas; repealing the current Comprehensive Plan, including Resolution No. 86-11-22(R), Resolution No. 87-2-21(R), Resolution No. 87-9-4(R), Resolution No. 88-1-18(R), Ordinance No. 2002-12-6, elements, maps, policy statements, and all additions and amendments thereto; and providing an effective date.

WHEREAS, the City of Plano strives to preserve and enhance the high quality of life, unique community character, and fiscal well-being offered to those who live or work in Plano; and

WHEREAS, the City of Plano strives to promote good governance through innovation, efficiency, transparency, and public involvement in all aspects of its community planning efforts; and

WHEREAS, the City of Plano seeks to promote sound development of the city and promote public health, safety and welfare through its comprehensive plan, pursuant to Section 213.001, *Local Government Code*, as amended; and

WHEREAS, the Plano Tomorrow Comprehensive Plan is a guideline that establishes a general plan for the long-range development of the city, which Plan does not limit the ability of the City of Plano to prepare other plans, policies, or strategies as required; and

WHEREAS, the City of Plano has received over 20,000 comments and ideas from over 4,000 individuals and over 40 organizations through surveys, open houses, public workshops, and public hearings over a 26-month period; and

WHEREAS, the Planning & Zoning Commission served as the comprehensive plan advisory committee and conducted 22 work sessions with 50 hours of discussion, resulting in an initial plan, followed by two additional draft plans, each revised based on public comments; and

WHEREAS, the Plano Tomorrow Comprehensive Plan website has been available for public review in a draft form since April 3, 2015; and

WHEREAS, the Planning & Zoning Commission held public hearings on March 2, 2015, April 20, 2015, and September 21, 2015, open to all persons wishing to comment on the proposed Plano Tomorrow Comprehensive Plan, and subsequently recommended approval of the Plano Tomorrow Comprehensive Plan; and

WHEREAS, the City Council held a public hearing on October 12, 2015, open to persons wishing to comment on the proposed Plano Tomorrow Comprehensive Plan; and

WHEREAS, the City Council, having been presented the proposed website, policies, action statements, and maps, upon full review and consideration thereof, and all matters attendant and related thereto, is of the opinion that the Plano Tomorrow Comprehensive Plan should be approved, adopted and utilized by the City of Plano;

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

Section I. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section II. The Plano Tomorrow Comprehensive Plan, which includes the strategic framework of the plan that is comprised of the vision statements, policies, action statements, and maps attached hereto as Exhibit "A", is hereby approved and adopted in its entirety.

Section III. The primary format of the Plano Tomorrow Comprehensive Plan shall be a publicly accessible website (www.planotomorrow.org) that will allow for future amendments to be efficiently incorporated.

Section IV. The current Comprehensive Plan, including Resolution No. 86-11-22(R), Resolution No. 87-2-21(R), Resolution No. 87-9-4(R), Resolution No. 88-1-18(R), Ordinance No. 2002-12-6, elements, maps, policy statements, and all additions and amendments thereto, are hereby repealed in their entirety.

Section V. The City of Plano has the ability to prepare other plans, policies, or strategies as required in accordance with Section 213.004, *Local Government Code*.

Section VI. The City Manager shall be authorized to implement continual maintenance and periodic technical updates of the Plano Tomorrow Comprehensive Plan to adjust such items as facts, figures, inventories, and descriptions or graphic depictions of existing conditions, excluding the strategic framework of the Plan.

Section VII. This ordinance shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED THIS 12TH DAY OF OCTOBER, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

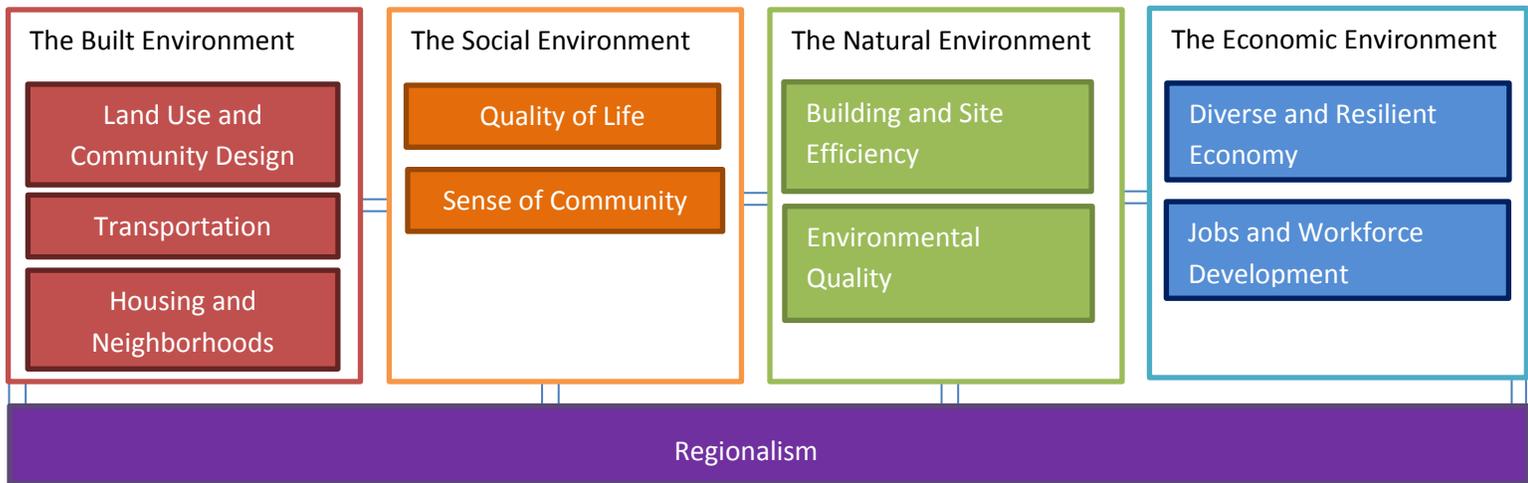
APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

PLANO TOMORROW VISION

Plano is a global leader, excelling in exceptional education, abounding with world class businesses and vibrant neighborhoods.

PLANO TOMORROW "PILLARS"



PILLAR CONTENT SUMMARY

The Built Environment – pg. 3 - 16		
<p>Land Use and Community Design</p> <ul style="list-style-type: none"> • Land Use • Community Design • Redevelopment of Regional Transportation Corridors • Undeveloped Land • Transit-Oriented Development 	<p>Transportation</p> <ul style="list-style-type: none"> • Roadway System • Bicycle • Public Transit • Transportation Demand Management • Pedestrian Environment 	<p>Housing and Neighborhoods</p> <ul style="list-style-type: none"> • Neighborhood Conservation • Redevelopment of Neighborhood Centers • Special Housing Needs
Built Environment Maps – Page pg. 17 - 24		
<ul style="list-style-type: none"> • Future Land Use Map and Descriptions • Growth and Change Map and Descriptions • Thoroughfare Plan Map and Cross-Sections 		

Exhibit "A" - Plano Tomorrow Comprehensive Plan
Vision Statements, Policies, Action Statements, and Maps

The Social Environment – pg. 25 - 39

Sense of Community

- Placemaking and Public Spaces
- Arts and Culture
- Heritage Preservation
- Community Building
- Community Involvement and Participation

Quality of Life

- City Services
 - Emergency Management
 - Public Safety
 - Property Standards
 - Facilities and Infrastructure
- Social Services
- Parks and Recreation
- Active Living and Citizen Well-Being
- Libraries
- Educational Opportunities

Social Environment Maps – pg. 40 - 41

- Park Master Plan Map
- Bicycle Transportation Plan Map

The Natural Environment – pg. 42 - 48

Building and Site Efficiency

- Building and Development Design
- Water Conservation
- Renewable Energy
- Stormwater Management

Environmental Quality

- Waste Minimization
- Open Space and Natural Resource Preservation

The Economic Environment – pg. 49 - 51

Diverse and Resilient Economy

- Diverse and Resilient Economy

Jobs and Workforce Development

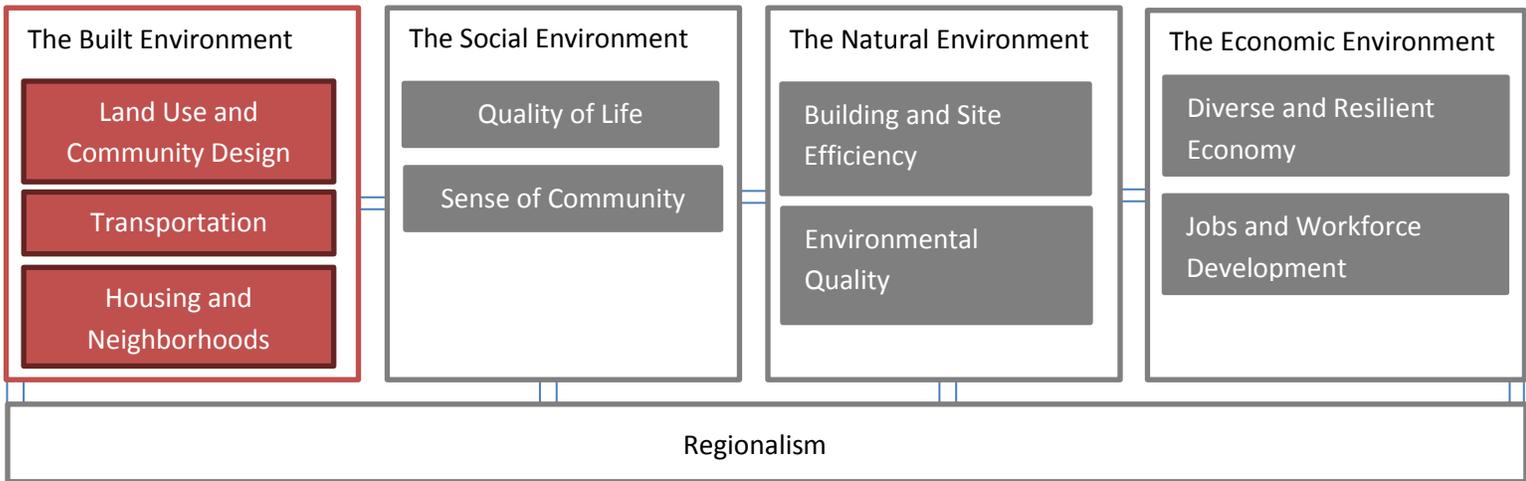
- Jobs and Workforce Development

Regionalism – pg. 52 - 58

- Population Growth
- Regional Transportation
- Air Quality
- Regional Water Conservation
- Consistency with Neighboring Cities
- Regional Education

Exhibit "A" - Plano Tomorrow Comprehensive Plan
Vision Statements, Policies, Action Statements, and Maps

BUILT ENVIRONMENT PILLAR



The Built Environment



The Built Environment Vision

Plano is a vibrant city with attractive and walkable neighborhoods, distinct mixed-use urban centers with active nightlife, strong commercial corridors, and a multimodal transportation system that includes a variety of transit options.

The Built Environment - Land Use

Policy - Plano will support a system of organized land use to provide greater housing and employment choices, where new and redevelopment areas respect existing neighborhoods and businesses.

Action Statements

- 1) Review and evaluate the Zoning Ordinance and make appropriate amendments based on the policies of the Comprehensive Plan.
- 2) Evaluate the Future Land Use Map and Growth and Change Policy Map every five years, or as necessary, to ensure land use descriptions are consistent with city-wide goals.
- 3) Review development regulations and implement standards that configure development to provide complementary uses and foster good connections using a combination of streets, trails, and sidewalks for vehicular, pedestrian, and bicycle circulation.
- 4) Identify areas for special investment zones such as Public Improvement Districts and Tax Increment Financing Districts.
- 5) Review and update the Zoning Map to resolve land use inconsistencies between the Future Land Use Map and the Zoning Map.
- 6) Create regulations that incentivize the redevelopment of underperforming retail and multifamily development.
- 7) Review and ensure residential adjacency standards provide appropriate transitions in building height and bulk that are sensitive to the physical character of adjoining neighborhoods.
- 8) Develop locations for special area plans to focus development and redevelopment efforts.
- 9) Develop criteria for review for mixed-use developments and update as necessary.

The Built Environment - Community Design

Policy - Plano will promote and incorporate unique and functional community design components within new developments, public spaces, and streetscapes to enrich areas throughout the city, create distinctive visual character, and ensure a citywide pedestrian-friendly environment.

Action Statements

- 1) Develop Criteria of Review for Community Design elements and update as necessary.
- 2) Evaluate the use of overlay districts to require unified design standards in transformation areas of the city.
- 3) Create a Corridor Community Design Plan to identify unique streetscape design themes along major arterials.
- 4) Evaluate and create incentives to relocate overhead utilities underground for new development and redevelopment projects.
- 5) Develop wayfinding signage guidelines to apply to special areas and public facilities citywide.
- 6) Evaluate and make revisions to parking regulations to ensure a balance between the needs of various transportation options and creating good community form.

The Built Environment - Redevelopment of Regional Transportation Corridors

Policy - Plano will encourage reinvestment and redevelopment of identified regional transportation corridors to create cohesive developments that incorporate well-designed housing, commercial, and retail opportunities.

Action Statements

- 1) Develop a U.S. Highway 75 Corridor Plan to guide infill and redevelopment efforts.
- 2) Update the Urban Centers Study to reevaluate locations that may serve as catalysts for redevelopment.
- 3) Adopt regulatory strategies that permit or incentivize residential, employment, and other diverse uses in locations identified for compact complete centers.
- 4) Develop design guidelines for residential development adjacent to expressways that reduce noise and provide for proper filtering, ventilation, and exhaust of vehicle air emissions.

The Built Environment - Undeveloped Land

Policy - Plano will reserve its remaining undeveloped land for high quality development with distinctive character, emphasizing businesses offering highly skilled employment and limiting housing and retail uses except when integrated into compact complete centers to ensure adequate land for projected employment growth.

Action Statements

- 1) Develop Criteria for Review of Undeveloped Land and update as necessary.
- 2) Create an interactive Undeveloped Land Map updated on a quarterly basis and post to the city's website for public use.
- 3) Situate new housing growth adjacent to existing residential neighborhoods.

The Built Environment - Transit-Oriented Development

Policy - Plano will proactively encourage and incentivize development within walking distance of existing and future rail stations or bus transit centers to create an integrated mix of uses including residential, employment, retail, and civic spaces.

Action Statements

- 1) Develop Criteria for Review of Transit-Oriented Developments and update as necessary.
- 2) Prioritize and prepare station area plans to guide development patterns within ½ mile of identified transit stations.
- 3) Rezone property within ½ mile of transit stations to encourage urban design and increase development opportunities.
- 4) Establish parking maximums in transit-served areas and identified Compact Complete Centers.
- 5) Develop plans for the K Avenue/DART light rail and the 14th Street/Cotton Belt commuter rail corridors to address redevelopment of retail and multifamily sites and encourage new development around transit stations.
- 6) Pursue land banking techniques around existing and future transit stations to ready the environment for redevelopment.
- 7) Prepare developer "Request for Qualifications (RFQ)/Request for Proposals (RFP)" for disposition of city property and include language describing vision, incentives available, and regulatory requirements.

The Built Environment - Roadway System

Policy - Plano will develop an integrated, multimodal transportation system, through the utilization of technology and innovative concepts that improves the safety and efficiency of the roadway system for all users.

Action Statements

- 1) Develop a transportation plan for Plano that addresses all modes of travel.
- 2) Create an Intelligent Transportation System for Plano's roadway network.
- 3) Improve intersections of all bicycle trails, pedestrian pathways, and streets for increased visibility, safety, and comfort.
- 4) Review and update roadway standards to accommodate all modes of transportation.
- 5) Develop criteria to assess the effectiveness of pilot projects.
- 6) Identify and improve locations within the city's transportation infrastructure to meet Americans with Disability Act (ADA) standards.
- 7) Coordinate with neighboring communities to explore regional transportation approaches that improve traffic flow within and between jurisdictions.
- 8) Review and update the Traffic Impact Assessment (TIA) threshold for new and redevelopment projects.

The Built Environment - Bicycle

Policy - Plano will enhance and maintain a safe regional bicycle system to provide a viable option for travel to destinations, which is accessible to all users.

Action Statements

- 1) Meet with businesses and share ideas with other cities regarding bicycle transportation.
- 2) Adopt a bicycle plan with a target mode share for biking, a safety goal and a target crash reduction.
- 3) Create end of trip amenity guidelines, such as bicycle parking and shower facilities to encourage bicycle transportation.
- 4) Adopt a Multimodal Streets Ordinance to meet the standards for a Bicycle Friendly Community as determined by the League of American Bicyclists.
- 5) Measure the bicycle level of service to evaluate existing routes, prioritize site for improvement, and evaluate alternate treatments.
- 6) Collect data to measure and analyze bicycle usage to improve public awareness and safety that will assist in determining and prioritizing necessary improvements.

The Built Environment - Public Transit

Policy - Plano will provide access to a convenient transit network focused on increased travel options and direct connections to major local destinations.

Action Statements

- 1) Inform and promote Dallas Area Rapid Transit (DART) services offered in Plano to city residents.
- 2) Develop metrics to measure ridership and to identify service enhancements.
- 3) Increase the number of public transit options throughout all of Plano by working with DART to enhance service provision.
- 4) Study the feasibility and identify the required infrastructure and routes for a Bus Rapid Transit program.
- 5) Work with DART to protect public transit users from weather and vehicular traffic through the installation of transit shelters at service stops.
- 6) Support DART's efforts to fund development of the Cotton Belt Commuter Rail to provide access to the Dallas-Fort Worth International Airport.
- 7) Investigate feasibility of partnerships regarding for the provision of trolley services within major destination areas.

The Built Environment - Transportation Demand Management

Policy - Plano will utilize Transportation Demand Management to improve air quality, reduce journey to work trips, and mitigate traffic congestion.

Action Statements

- 1) Partner with the corporate community in Plano to develop and implement a Transportation Demand Management (TDM) plan for city.
- 2) Pursue and develop incentives for businesses to participate in the TDM program.
- 3) Share ideas, expertise, and knowledge with transportation oriented companies within Plano regarding the city's transportation planning efforts.

The Built Environment - Pedestrian Environment

Policy - Plano will pursue a universally accessible and well-connected pedestrian system that promotes walkability, improves navigation of major thoroughfares, and encourages connections between residential areas and neighborhood centers.

Action Statements

- 1) Develop and adopt a pedestrian plan that provides for an accessible, safe system to promote walkability in Plano.
- 2) Foster a streetscape design that includes tree plantings, lighting, street furniture, and wayfinding guides to enhance Plano's pedestrian environment.
- 3) Implement traffic calming methodologies to reduce traffic speeds and improve pedestrian safety.
- 4) Review feasibility of narrowing intersections on major roadways to improve the safety of crosswalks and reduce the distance pedestrians must travel across streets.
- 5) Identify and complete sidewalk gaps along the city's roadway system.
- 6) Create Safe Routes to School maps.
- 7) Partner with the public school districts, colleges, and businesses to develop public service announcements that promote pedestrian awareness education.

The Built Environment - Neighborhood Conservation

Policy - Plano will conserve and enhance established residential neighborhoods through city programs, initiatives, and regulations that support neighborhood identity; ensure safe, walkable communities; and preserve the suburban form that contributes to the overall character and livability of the neighborhoods.

Action Statements

- 1) Establish programs and initiatives that enable home owners to maintain and enhance their property and neighborhood.
- 2) Implement the recommendations adopted from the Housing Value and Retention Analysis study.
- 3) Conserve Plano's established residential neighborhoods to provide opportunities for work force housing.
- 4) Monitor and analyze the Great Update Rebate program and modify to improve effectiveness over time.
- 5) Study current housing options, identify gaps in the housing inventory and formulate recommendations to address deficiencies.
- 6) Review, and modify as necessary, residential zoning standards to allow for a variety of compatible housing options within the same development.
- 7) Identify community character within residential areas and enhance stronger neighborhood identity.

The Built Environment - Redevelopment of Neighborhood Centers

Policy - Plano will encourage investment in and redevelopment of underperforming developments within neighborhood centers to accommodate local commercial, retail, and entertainment uses within walking distance of residents.

Action Statements

- 1) Conduct a study that identifies retail corner redevelopment opportunities and includes resident input for desired businesses and land use activities.
- 2) Target specific retail sites around Plano to serve as catalysts for redevelopment.
- 3) Provide incentives such as public improvement districts (PIDS), tax increment finance (TIFs) districts, or finance utility upgrades to encourage reinvestment and redevelopment of neighborhood centers.
- 4) Create the Neighborhood Mixed-Use (NMU) zoning district and establish regulations and standards for residential mixed-use development.
- 5) Establish design guidelines within the NMU zoning district that provide a direct connection from the neighborhood center to surrounding residential areas.
- 6) Develop a Parker Road Corridor Plan to encourage cooperative redevelopment of retail sites, increase housing options, and identify opportunities.

The Built Environment - Special Housing Needs

Policy - Plano will accommodate senior and special needs housing through inclusive regulations and the goals stated in the Consolidated Plan.

Action Statements

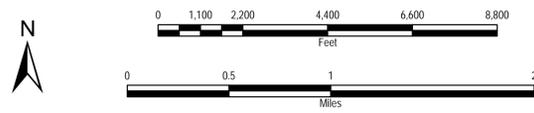
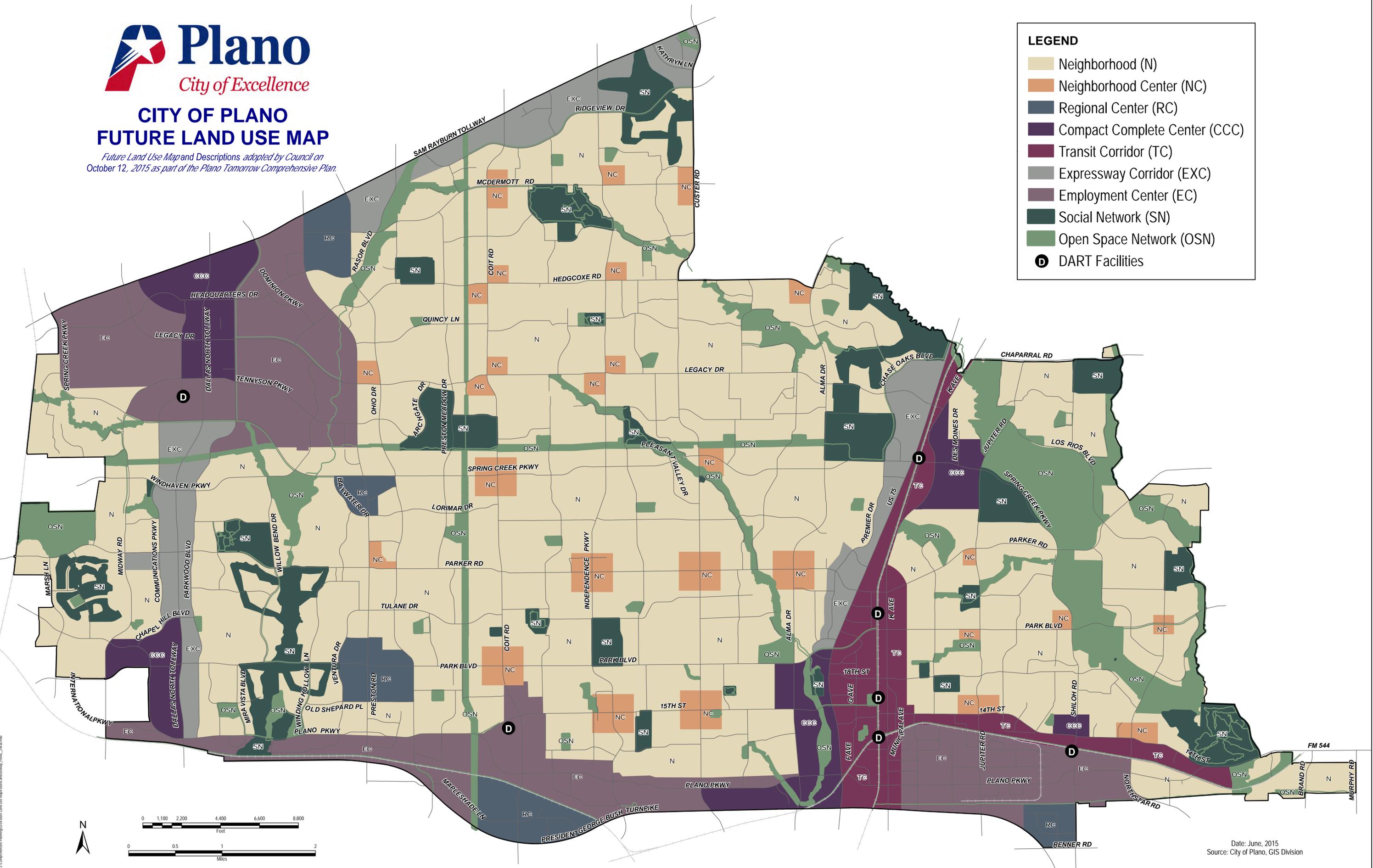
- 1) Conduct a community needs assessment to identify and prioritize service demands and resources.
- 2) Create affordable home ownership opportunities through assistance programs, new construction and or rehabilitation of housing structures for income qualifying households.
- 3) Support organizations through social service agencies that engage in public services for special needs populations by providing financial assistance from federal and local government grants.
- 4) Provide programs to rehabilitate and improve existing housing occupied by low and moderate income households.
- 5) Review zoning regulations for inclusiveness of special needs housing.

CITY OF PLANO FUTURE LAND USE MAP

Future Land Use Map and Descriptions adopted by Council on October 12, 2015 as part of the Plano Tomorrow Comprehensive Plan.

LEGEND

- Neighborhood (N)
- Neighborhood Center (NC)
- Regional Center (RC)
- Compact Complete Center (CCC)
- Transit Corridor (TC)
- Expressway Corridor (EXC)
- Employment Center (EC)
- Social Network (SN)
- Open Space Network (OSN)
- DART Facilities



Date: June, 2015
Source: City of Plano, GIS Division

The Future Land Use Map shall not constitute zoning regulations or establish zoning district boundaries.



Plano Tomorrow

FUTURE LAND USE DESCRIPTIONS

Purpose

The purpose of the Future Land Use Map is to determine appropriate locations for future uses and activities while establishing a set of design characteristics for distinct areas within the city. The map shall not constitute zoning regulations or establish zoning district boundaries, but should provide general direction for new development and redevelopment projects.

Neighborhoods (N)



The Neighborhoods future land use category consists primarily of residential areas focused on sustaining a high quality of life through clear, well-maintained infrastructure, housing, open space, schools, and limited service/institutional uses. Single-family residential should remain the primary use within neighborhoods. It is the intention to preserve and enhance these uses and to regulate the design of new residential infill products to be within the context of the surrounding environment. Institutional, light office, and service uses are considered secondary uses and may be located along the frontage of arterial streets and intersections. Adequate building setbacks must be considered when development is proposed near neighborhoods.



Neighborhood Centers (NC)

The Neighborhood Center future land use category applies to corner retail sites along major arterials. Redevelopment of existing retail centers is strongly encouraged and should reduce retail square footage, focus on quality design and pedestrian access, and increase the mix of uses. Neighborhood Center uses are typically located in low-rise buildings with retail, service, and office uses that serve the adjacent neighborhoods. The introduction of residential uses within Neighborhood Centers is recommended where it can be accomplished in a context-sensitive manner and integrated into the center. When residential is introduced, single-family uses are desired for compatibility with existing adjacent neighborhoods. Neighborhood centers will be based on the concepts of mixed-use, community design, and transit-oriented design, where possible. Adequate building setbacks must be considered when development is proposed near neighborhoods. Useable open space will be included within the centers to create active and interesting public spaces.



Regional Centers (RC)



The Regional Center future land use category applies to large commercial developments within high traffic corridors. Regional Center uses are typically located in low to mid-rise buildings and include retail, service, and office uses that serve a regional population. Regional centers are intended to have a mixture of large shopping centers, restaurants, theaters, offices, and other supporting uses. Residential development is supported in these centers and should be incorporated within mixed-use or transit-oriented developments. Adequate building setbacks must be considered when development is proposed near neighborhoods. Useable open space will be included within the centers to create active and interesting public spaces.





Plano Tomorrow

FUTURE LAND USE DESCRIPTIONS

Compact Complete Centers (CCC) ■

The Compact Complete Centers future land use category applies to areas that may see new growth or experience significant redevelopment. Compact Complete Centers should include mid-rise buildings with office, retail, service, entertainment, and residential uses, which are based on the concepts of mixed-use, community design, and where possible, transit-oriented design. Uses should be integrated within the development and should create self-contained neighborhoods that are navigable by walking or using bicycles. Uses should also be serviced by parking structures to reduce surface parking and encourage efficient use of land. Useable open space will be included within the centers to create active and interesting public spaces.



■ Transit Corridor (TC)

The Transit Corridor future land use category applies to the Downtown Plano core and the adjoining rail corridor linking the Dallas Area Rapid Transit (DART) red/orange line and the future Cotton Belt line. It is the intention to continue the transformation of the Downtown Plano core into a distinct and authentic urban center and expand the vision for transit-oriented development within the entire corridor. Major uses within Transit Corridor include housing, retail, cultural facilities, hotels, and government offices. Infill and redevelopment projects should be compatible with the historical character of the area and transit-oriented residential, employment, retail, and civic uses should be located between one-quarter to one-half mile walking distance of a transit stop. Uses should be serviced by parking structures to reduce surface parking and encourage efficient use of land. Street, bike trail, and sidewalk improvements will be emphasized to create a more accessible, walkable, and unified corridor. Useable open space will be included to create active and interesting public spaces. Commercial and residential uses within the corridor shall be designed to acknowledge visibility from rail, especially where elevated, as a gateway to the community.



Expressway Corridors (EXC) ■

The Expressway Corridor future land use category applies to development along major expressways serving regional and interstate commerce. Development in these corridors is expected to include a mix of retail, service, office, restaurant, medical, hotel, and technology based uses. Uses should be serviced by parking structures to reduce surface parking and encourage efficient use of land. Due to noise and health impacts of expressways, residential development is generally not appropriate in these corridors. Adequate building setbacks must be considered when development is proposed near neighborhoods.





Plano Tomorrow

FUTURE LAND USE DESCRIPTIONS

Employment Centers (EC)



The Employment Center future land use category applies to business centers. The primary uses for employment centers are commercial uses which provide corporate office campuses, medical centers, educational facilities, technology centers, and research facilities. Limited manufacturing and warehouse uses may be allowed to support the employment centers. Adequate building setbacks must be considered when development is proposed near neighborhoods. Residential development is not appropriate within these centers in order to ensure the city's ability to attract and maintain employment generating uses.

Social Network (SN)

The Social Network future land use category includes a wide range of public and private uses such as colleges, universities, major public schools (high school/senior high schools) athletic complexes, recreational facilities, libraries, golf courses, country clubs, and large private open spaces. These areas are intended to retain their character to provide regional recreation and social opportunities.



Open Space Network (OSN)

The Open Space Network future land use category includes major public open space preserves, community parks, neighborhood parks, linear parks, and trails. These areas are intended to retain their character to provide regional recreation and leisure opportunities.

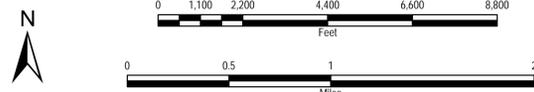
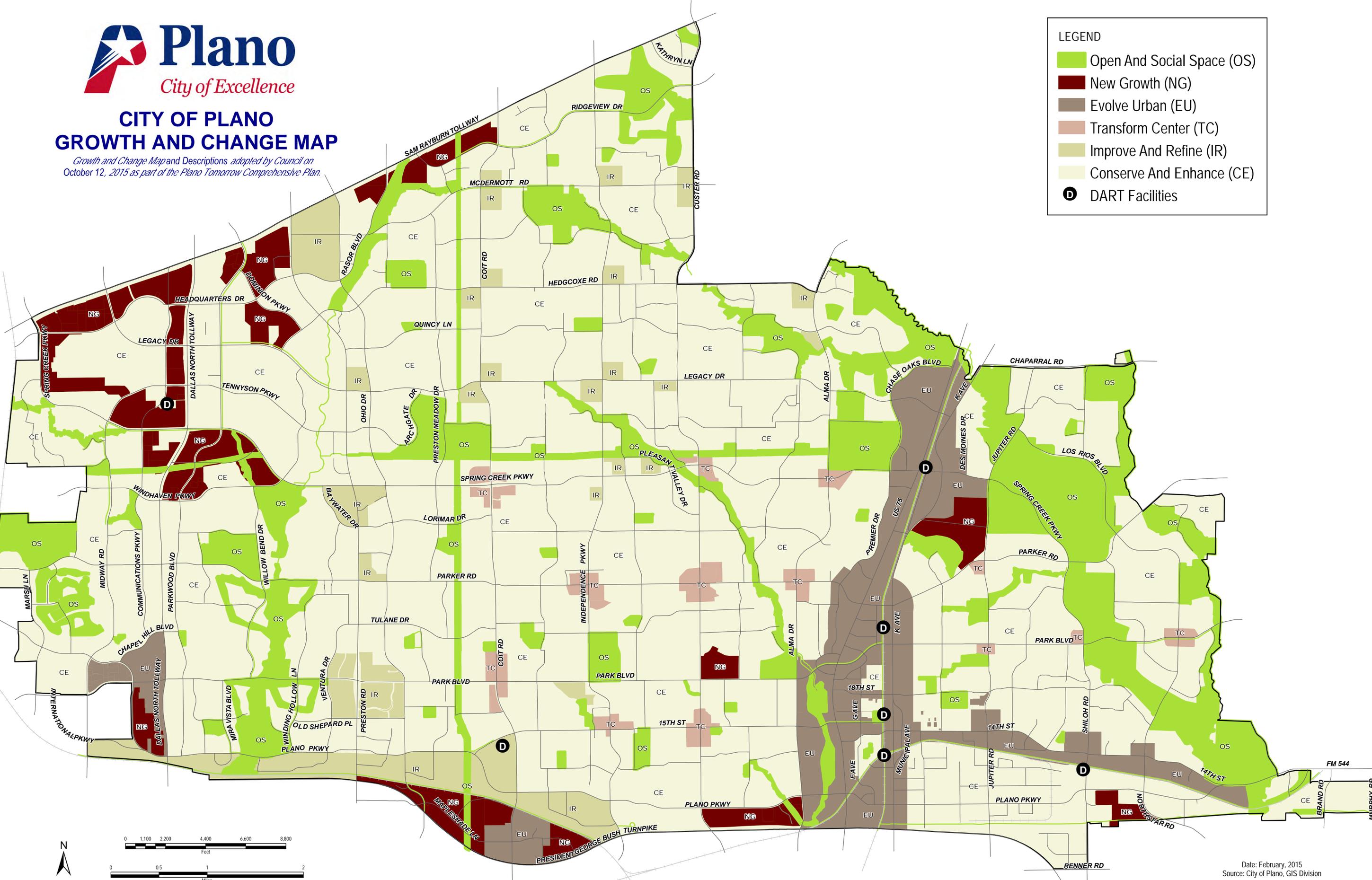


CITY OF PLANO GROWTH AND CHANGE MAP

Growth and Change Map and Descriptions adopted by Council on October 12, 2015 as part of the Plano Tomorrow Comprehensive Plan.

LEGEND

- Open And Social Space (OS)
- New Growth (NG)
- Evolve Urban (EU)
- Transform Center (TC)
- Improve And Refine (IR)
- Conserve And Enhance (CE)
- DART Facilities



Date: February, 2015
Source: City of Plano, GIS Division

The Growth and Change Map shall not constitute zoning regulations or establish zoning district boundaries.



Plano Tomorrow

GROWTH AND CHANGE MAP DESCRIPTIONS

Purpose

The purpose of the Growth and Change Map is to describe the level of change that is expected to occur on sites around the city. The map shall not constitute zoning regulations or establish zoning district boundaries, but should provide general direction for new development and redevelopment projects.

Open and Social Space (OS)

These areas are expected to remain open and social space uses, such as nature preserves, parks, country clubs, and institutional uses, but will improve to meet the changing leisure, recreation, and social desires of the community.



New Growth (NG)

These existing undeveloped areas (>50 acres) are expected to experience new development through master-planned projects.



Evolve Urban (EU)

These existing areas are expected to experience extensive large-scale change through major redevelopment projects that evolve into distinct walkable districts.



Transform Center (TC)

These existing areas are expected to experience significant redevelopment and transformation of the existing form into small-scale pedestrian-friendly centers.



Improve and Refine (IR)

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



Conserve and Enhance (CE)

These areas are expected to retain the current form of development, but will experience some minor infill and ongoing rehabilitation consistent with the present form and character.





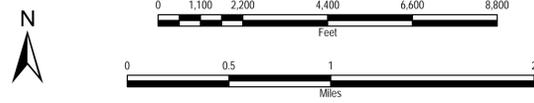
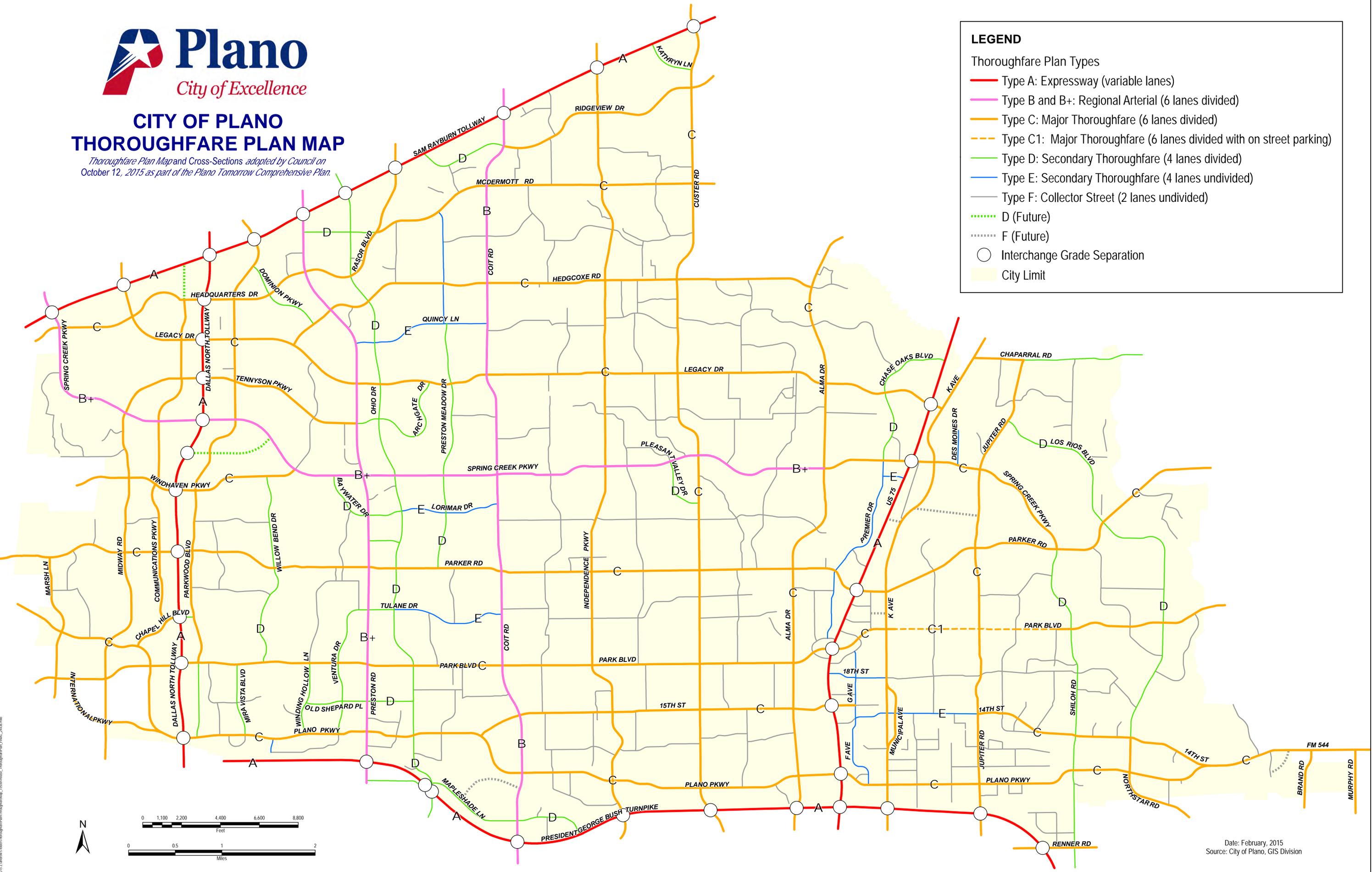
CITY OF PLANO THOROUGHFARE PLAN MAP

Thoroughfare Plan Map and Cross-Sections adopted by Council on October 12, 2015 as part of the Plano Tomorrow Comprehensive Plan.

LEGEND

Thoroughfare Plan Types

- Type A: Expressway (variable lanes)
- Type B and B+: Regional Arterial (6 lanes divided)
- Type C: Major Thoroughfare (6 lanes divided)
- Type C1: Major Thoroughfare (6 lanes divided with on street parking)
- Type D: Secondary Thoroughfare (4 lanes divided)
- Type E: Secondary Thoroughfare (4 lanes undivided)
- Type F: Collector Street (2 lanes undivided)
- ⋯ D (Future)
- ⋯ F (Future)
- Interchange Grade Separation
- City Limit



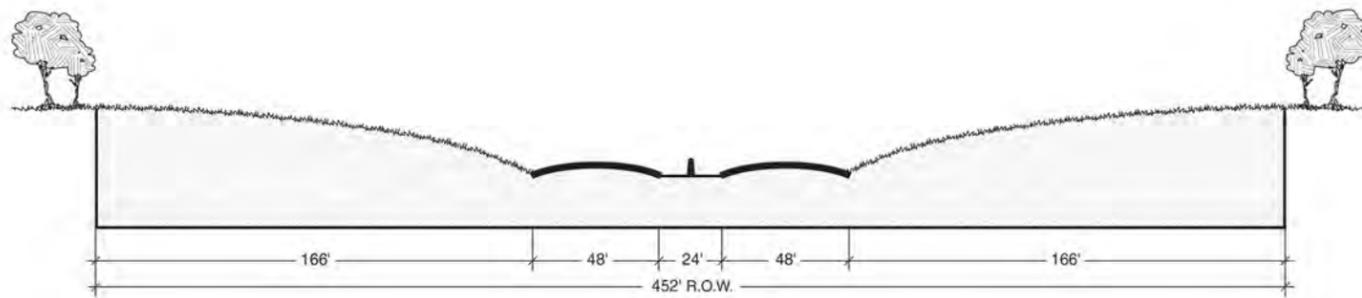
Date: February, 2015
Source: City of Plano, GIS Division



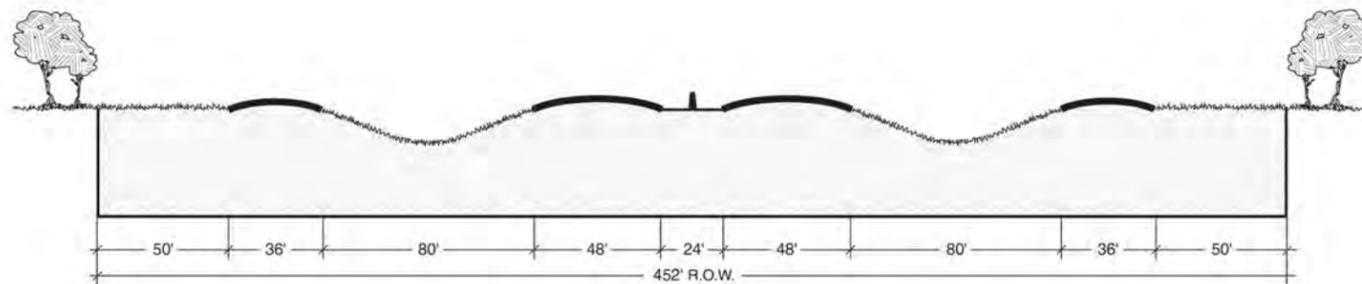
CITY OF PLANO THOROUGHFARE CROSS-SECTIONS

*Thoroughfare Plan Map and Cross-Sections adopted by Council on
October 12, 2015 as part of the Plano Tomorrow Comprehensive Plan.*

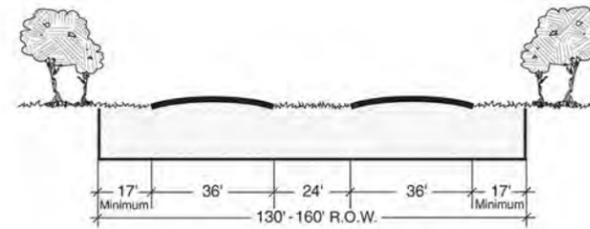
For applicable cross-section dimensions, please refer to Thoroughfare Standards Ordinance



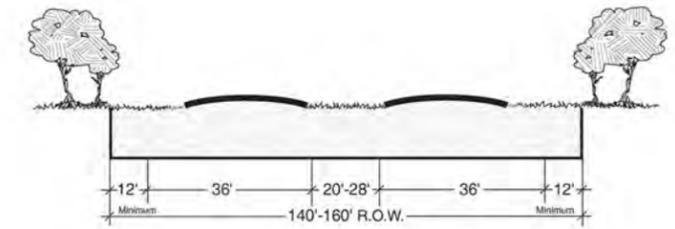
Type A
(E8DA)
Freeway - Regional - No Frontage Roads



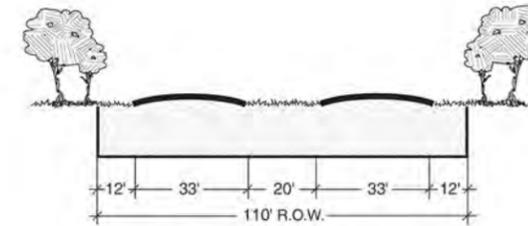
Type A
(E8DF)
Freeway - Regional - With Frontage Roads



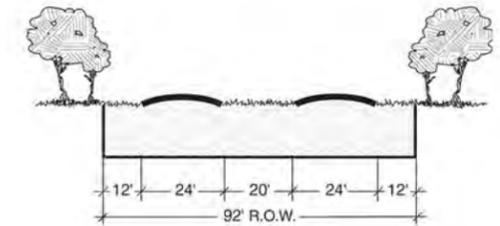
Type B
(M6DA)
Arterial - Regional



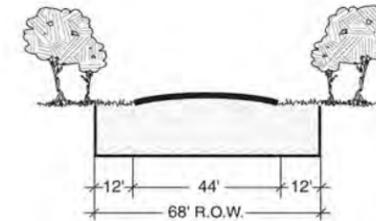
Type B+
(M6DA)
Arterial - Regional
With 12' Access Lanes



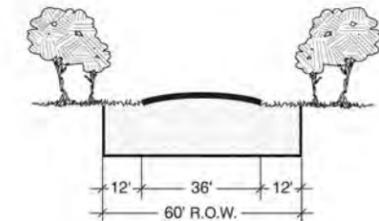
Type C
(M6D)
Major Thoroughfare



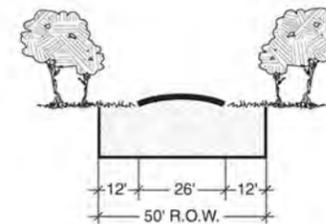
Type D
(S4D)
Secondary Thoroughfare



Type E
(S4U)
Secondary Thoroughfare



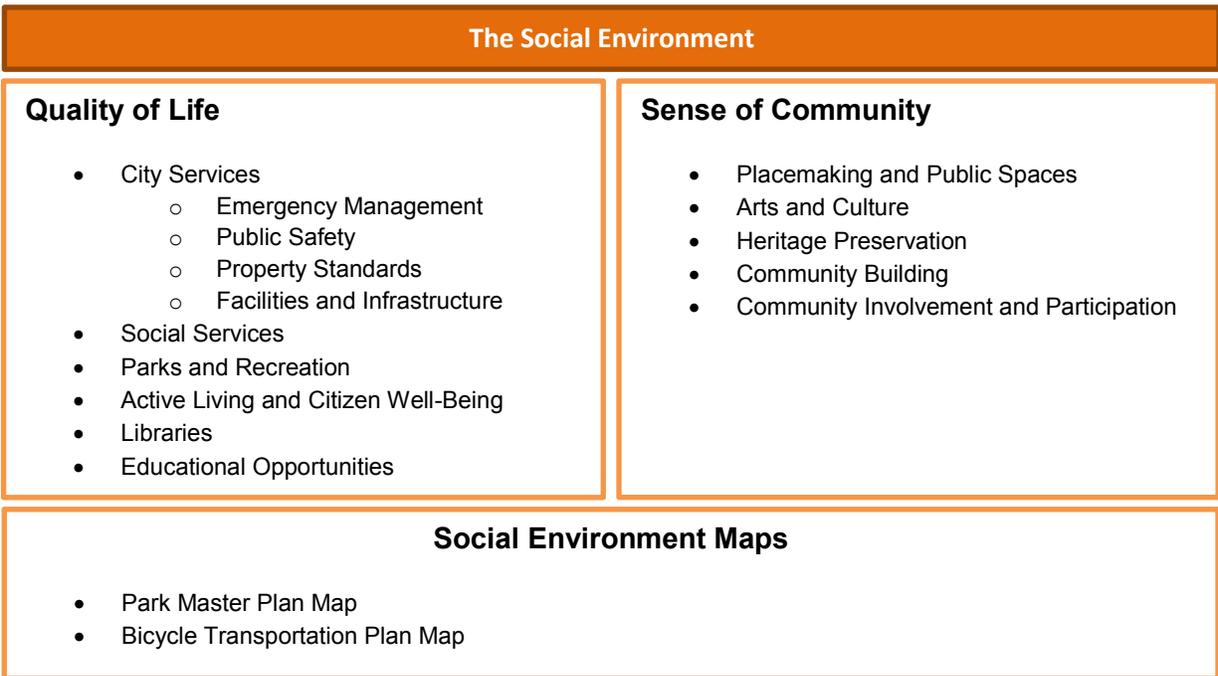
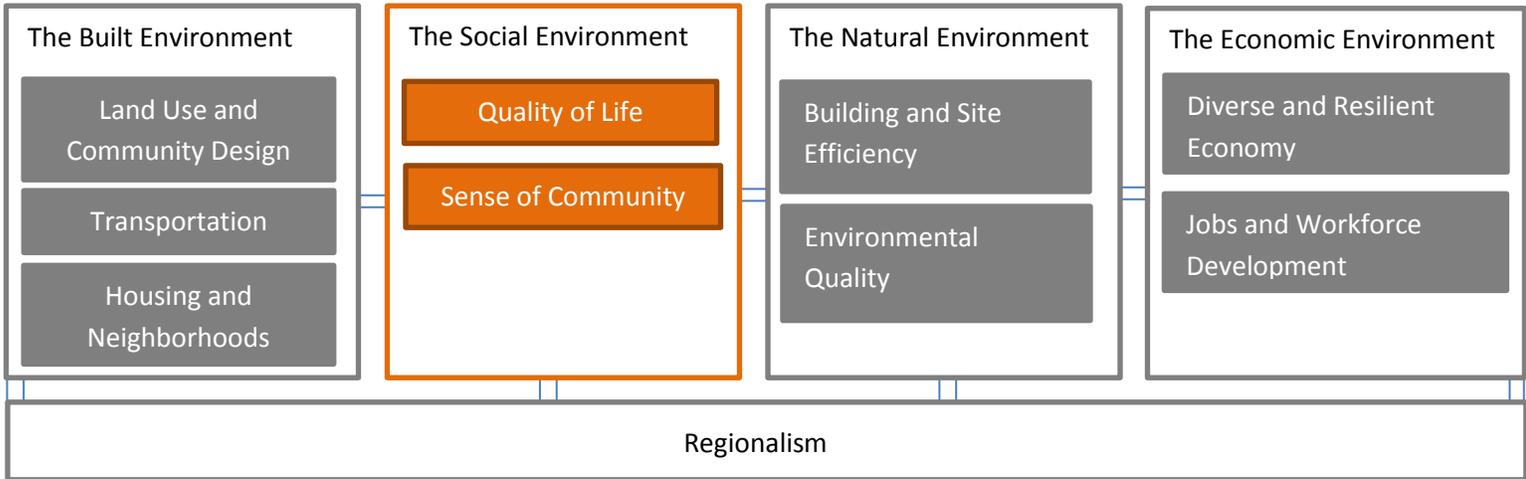
Type F
(S2U)
Collector



Type G
(R2U)
Residential / Local

Exhibit "A" - Plano Tomorrow Comprehensive Plan
Vision Statements, Policies, Action Statements, and Maps

SOCIAL ENVIRONMENT PILLAR



The Social Environment Vision

Plano provides a strong sense of community and high standard of living for its citizens through sustaining strong local partnerships and programs that ensure superior services, diverse cultural amenities, and quality educational opportunities.

The Social Environment - City Services – Emergency Management

Policy - Plano will evaluate and expand its emergency management initiatives and education to better prepare the public and city staff during emergencies.

Action Statements

- 1) Implement strategies to reduce or eliminate the impact of large-scale emergencies or disasters through the implementation of Plano's Hazard Mitigation Action Plan (HMAP).
- 2) Update Plano's Continuity of Operations Plan to ensure that the City is able to continue performance of essential functions.
- 3) Identify, assess and prioritize local vulnerabilities to emergencies or disasters and the resources available to mitigate, respond to or recover from them.
- 4) Monitor changes in citizen demographics to assure readiness initiatives are properly targeted and formatted.
- 5) Increase community resiliency through direct comprehensive preparedness activities; community-wide disaster preparedness education, training of citizens for the Community Emergency Response Team (CERT), and participation in the North Central Texas Council of Governments (NCTCOG) Safe Room program.
- 6) Prepare for and anticipate Incidents of National Significance that will trigger local response and recovery coordinated efforts.
- 7) Coordinate with other city departments to integrate emergency management techniques into long range planning efforts.

The Social Environment - City Services – Public Safety

Policy - Plano will enhance its present high quality public safety and public outreach initiatives to lower crime rates and sustain quality fire protection while providing greater services to the community.

Action Statements

- 1) Implement the strategic plans for police and fire-rescue and update every five years.
- 2) Provide yearly updates to City Council and the public for police and fire-rescue services.
- 3) Identify and prioritize projects for inclusion in Community Investment Program (CIP) fiscal year budget and future bond elections.
- 4) Annually meet with the Planning Department to evaluate population growth and changing demographics in order to effectively maintain fire service coverage and police services at the highest level.
- 5) Respond to and prepare for continued increases in emergent and non-emergent medical responses, with consideration to the aging population, new senior living facilities, and the evolving socio-economics of the Plano community.
- 6) Meet the national standards for emergency response times for Emergency Medical Services (EMS) calls, fire calls, and police Priority 1 calls.
- 7) Recognize and strengthen the role of social networks in public safety through increasing lawful activity in public spaces and through information sharing.
- 8) Direct resources to education and prevention programs, such as Neighborhood Crime Watches, that encourage residents to be proactive regarding personal property and share responsibility for community safety.
- 9) Evaluate new technological advances and programs to modernize public safety efforts and provide efficient and effective services in the most cost effective manner.

The Social Environment - City Services – Property Standards

Policy - Plano will educate the community on the importance of property maintenance and provide proactive inspections to improve the quality of life, enhance the city's appearance and protect the health and safety of the community.

Action Statements

- 1) Evaluate and leverage technology to increase the effectiveness of on-site inspections and enhance communication with citizenry.
- 2) Facilitate a reduction of assigned neighborhood units per inspector to effectuate an increased awareness of property maintenance and voluntary compliance.
- 3) Generate a citywide catalog of residential properties per neighborhood to develop a housing stock baseline.
- 4) Conduct periodic surveys of residential properties to measure change in neighborhood property conditions.
- 5) Implement a systematic inspection program for single-family residential structures.
- 6) Expand community engagement initiatives with HOAs, crime watch groups, and others to reduce common property maintenance issues and garner increased interactions.
- 7) Complete an inspection efficiency study to analyze the number of reactive cases reported by residents verses the number of proactive cases identified by staff within a defined period.
- 8) Incorporate the use of volunteers to address routine property maintenance violations.
- 9) Develop strategic plans to include the outline of essential processes required for the maintenance and preservation of mixed-use developments and other innovative land use improvements
- 10) Establish best practices to advance voluntary compliance and progressive code enforcement alternatives.

The Social Environment - City Services – Facilities and Infrastructure

Policy - Plano will strategically plan and implement improvements to city facilities and infrastructure to ensure the necessary needs and services are provided to the community.

Action Statements

- 1) Implement the goals in the Facilities Master Plan and update every five years or as needed to prioritize and schedule projects for the Community Investment Program (CIP).
- 2) Design municipal buildings that are functional, distinctive, and appropriate for their surroundings.
- 3) When upgrading, expanding, or building new public facilities, utilize signage, landscaping, and related amenities to improve their visual appeal.
- 4) Develop and maintain an asset management system to evaluate and rate the conditions of public infrastructure.
- 5) Work with private utility providers to ensure that ordinances and policies can accommodate innovative service technologies.

The Social Environment - Social Services

Policy - Plano will partner with private enterprises, nonprofit organizations, Collin County, Plano Independent School District, and other entities to provide adequate support to underserved populations within the community.

Action Statements

- 1) Implement the goals in the Consolidated Plan and update every five years in accordance with U.S. Department of Housing and Urban Development (HUD) requirements.
- 2) Participate in the annual Collin County Homeless Coalition's homeless count.
- 3) Seek funding through partnerships and grants to provide health, human care, and shelter accommodations that meet the objectives stated in the Consolidated Plan.
- 4) Assist local partners in expanding access to health care services for underserved populations.
- 5) Develop a plan to identify underserved populations and barriers to participation in parks and recreation programs, and offer inclusionary support strategies to address the barriers.

The Social Environment - Parks and Recreation

Policy - Plano will develop and maintain a comprehensive system of park, trail, recreational, fitness, and sports facilities and programs that keeps pace with the city's changing demographics, creates multiuse destinations, and improves the health, wellness, and morale of the citizens.

Action Statements

- 1) Implement the Parks and Recreation Master Plan and update the plan every five years.
- 2) Develop and maintain a comprehensive program of parks and recreation facilities based on the park classification system and master plan that includes current facilities and approximate locations for future facilities.
- 3) Improve efficiency and cost effectiveness of providing certain programs and facilities through privatization, public/private partnerships, and joint operations with other public entities.
- 4) Create a strategic plan to enhance the trail network and create interconnectivity of neighborhoods, commercial areas, and other places of interest where feasible.
- 5) Acquire remaining properties to complete the trail system within Plano and link with systems in surrounding communities.
- 6) Identify and prioritize projects required to complete the park system for inclusion in Community Investment Program (CIP) fiscal year budget and future bond elections.
- 7) Examine the impact of changing demographics and recreational needs on parks, facilities and programming through research of trends and gathering public feedback.

The Social Environment - Active Living and Citizen Well-Being

Policy - Plano will partner with local medical providers to create health and wellness initiatives that increase active living and citizen well-being.

Action Statements

- 1) Conduct a Community Health Impact Assessment to evaluate community concerns and risks and develop evidence-based recommendations to protect and improve community health and wellbeing.
- 2) Develop educational programs and campaigns to inform the public and provide better access to information on healthy lifestyles and community health resources.
- 3) Improve partnerships between the City of Plano and school districts to promote healthy lifestyles and supporting activities through schools.
- 4) Support farm-direct programs (such as farm-to-work or farm-to-school) that link local farmers and food vendors to consumers.
- 5) Increase the number of tobacco and smoke-free environments, including outdoor areas, worksites, schools, and multi-unit housing, to reduce exposure to secondhand smoke, and improve indoor air quality.
- 6) Encourage successful formation and patronage of retail food establishments with healthy options throughout the city, such as: farmers markets, community supported agriculture, corner and neighborhood stores, and supermarkets.
- 7) Increase health programs and outreach to senior citizens and meet needs of the growing number of retirees.

The Social Environment - Libraries

Policy - Plano will enhance and expand, as appropriate, the existing library services to accommodate additional community needs that serve the changing demographics and library trends for the city.

Action Statements

- 1) Implement the Library Strategic Plan and update every three years.
- 2) Identify and prioritize projects for inclusion in Community Investment Program (CIP) fiscal year budget and future bond elections.
- 3) Implement and sustain reliable technology to support new information and service delivery formats.
- 4) Expand and enhance educational programming to reflect the changing demographics of Plano's community.
- 5) Evaluate the use of mobile library facilities and other ways to increase public outreach and enhance Plano's active public spaces.
- 6) Create a marketing program that promotes the libraries as civic focal points and resource hubs for Plano's community.
- 7) Expand existing libraries to include meeting spaces, workshop spaces, enlarged program rooms, and quiet spaces.
- 8) Provide library materials in all formats as they become desired by the public.

The Social Environment - Educational Opportunities

Policy - Plano will assist with local education initiatives and opportunities to ensure high quality learning within the city.

Action Statements

- 1) Meet on a yearly basis with the school district and Collin College staff to share demographic information and discuss changes in population.
- 2) Assist school districts in identifying demographic attributes that could impact education requirements.
- 3) Partner with local school districts to sponsor youth city council, mentoring programs, and support for civic government course work.
- 4) Increase awareness of volunteer programs by connecting with local school districts and colleges to provide students community service opportunities.
- 5) Evaluate the possibility of sharing facilities in areas of the city going through the cycle of reduced numbers of school children.
- 6) Update the Facility Siting Guidelines and adopt as a supplementary document of the Plano Tomorrow plan.
- 7) Provide volunteer opportunities with local government agencies (City of Plano, Plano ISD, Collin College, Collin County) for city residents to develop employment skills and work experience.

The Social Environment - Placemaking and Public Spaces

Policy - Plano will create memorable and unique public spaces to enhance community character and build neighborhood identity.

Action Statements

- 1) Evaluate the cost and other resources needed to create active programming in parks and along trails to create multi-use destinations that support both formal and informal activities.
- 2) Participate with national PARKing Day where artists, designers and citizens transform parking spots into temporary public parks.
- 3) Create a public space activation guide that provides guidance to the city and developers on activating public spaces.
- 4) Identify areas for food truck events.
- 5) Explore the addition of complementary facilities on the Plano Centre site or surrounding properties that would enhance its ability to attract regional and national events.
- 6) Evaluate current facilities in terms of hosting regional and national events which could attract visitors to the city and determine the costs required to complete the necessary improvements.
- 7) Review development regulations every two years to ensure building design requirements support and encourage public spaces.
- 8) Coordinate with the Historic Downtown Plano Association to create active programming for McCall Plaza.

The Social Environment - Arts and Culture

Policy - Plano will promote the advancement of arts and cultural amenities with private and nonprofit partners to enhance quality of life and enrich community culture.

Action Statements

- 1) Develop a policy to support the installation of public art throughout the community.
- 2) Coordinate with the Plano Multicultural Outreach (MCOR) to determine the needs of different cultures living in Plano and possible impacts on municipal services.
- 3) Create a cultural awareness program for city employees to learn about the different cultures represented in the city.
- 4) Build on the success of the annual music festival and promote additional arts and entertainment throughout the year.
- 5) Promote events and programs that recognize and celebrate social and cultural diversity in Plano.
- 6) Coordinate with the various arts and performing arts organizations to expand cultural activities within Plano.
- 7) Target public investment to leverage additional capital for heritage, arts, and cultural activities.
- 8) Determine the feasibility of performing arts venues within the City of Plano.

The Social Environment - Heritage Preservation

Policy - Plano will embrace its unique historical character and authenticity by identifying and preserving historic and cultural resources that promote the understanding of the city's history and enrich the city's sense of place.

Action Statements

- 1) Implement the City of Plano's Heritage Preservation Plan and update every five years to serve as the guiding document for the city's Heritage Preservation Program and related activities.
- 2) Develop and adopt a demolition by neglect ordinance.
- 3) Conduct a survey to evaluate structures built between 1945 and 1975 to determine potential eligible historic areas.
- 4) Develop an ordinance to designate neighborhood conservation districts.
- 5) Review, and amend as necessary, the zoning ordinance for compatibility with the character of the existing historic districts.
- 6) Increase compliance actions to meet the adopted heritage district guidelines.
- 7) Establish standards for appropriate infill development within historic districts.
- 8) Develop standards to guide rehabilitation of historic properties with energy efficient or clean energy technology.

The Social Environment – Community Building

Policy - Plano will pursue community building efforts and initiatives and provide the tools needed to strengthen community cohesion and sense of belonging among residents.

Action Statements

- 1) Strengthen and expand existing community outreach and participation programs such as Love Where You Live and Citizens Assisting Plano Police.
- 2) Develop a community pride initiative and include an educational component that addresses the history, arts, culture, educational resources, and natural resources in Plano.
- 3) Create a centralized database and integrated online mapping tool that provides all information available for a specific geography, including trash collection, property standards contacts, emergency contacts, and upcoming events and programs to encourage community and civic engagement.
- 4) Create a mentorship program for established homeowners associations to mentor developing organizations.
- 5) Increase the number of neighborhoods with crime watch programs and encourage residents to become block captains.
- 6) Create a neighborhood association toolkit to assist citizens in forming neighborhood associations.
- 7) Promote HOA and Neighborhood Association Quarterly Breakfasts to new neighborhood associations.
- 8) Create a marketing campaign to encourage neighborhoods to host block parties and utilize the city's Block Party Trailer.
- 9) Facilitate opportunities for neighborhood representatives, business organizations, not-for-profit organizations and agencies, and other stakeholders to meet regularly with and obtain information from city staff on city initiatives and activities.
- 10) Create a neighborhood vitality program and beautification grant to assist in creating a sense of identity for neighborhoods.

The Social Environment – Community Involvement and Participation

Policy - Plano will proactively seek civic participation from all ages, ethnicities, and cultures and provide residents with information, education, and opportunities to increase citizen involvement.

Action Statements

- 1) Assist in creating a young adult leadership program to engage the next generation of Plano leaders.
- 2) Provide leadership and training programs that encourage and support representation on local boards and commissions reflective of the community's diversity.
- 3) Provide the public with regular communication and sufficient information regarding policies, programs, and decision-making using traditional outreach methods and social media marketing.
- 4) Create and support meaningful and inclusive community engagement initiatives through new and innovative service opportunities.
- 5) Evaluate new innovative technology to increase public participation and emphasize interactive participation methods.
- 6) Coordinate and collaborate with nongovernmental organizations to increase public participation.
- 7) Coordinate with County Officials to create marketing campaigns for increasing voter participation.
- 8) Create a public engagement guide and update yearly to include best practices for hosting successful public meetings.
- 9) Develop a strategy with the Plano Multicultural Outreach (MCOR) to increase communication and participation by diverse populations within the community.

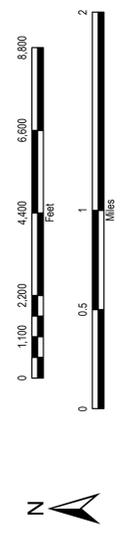
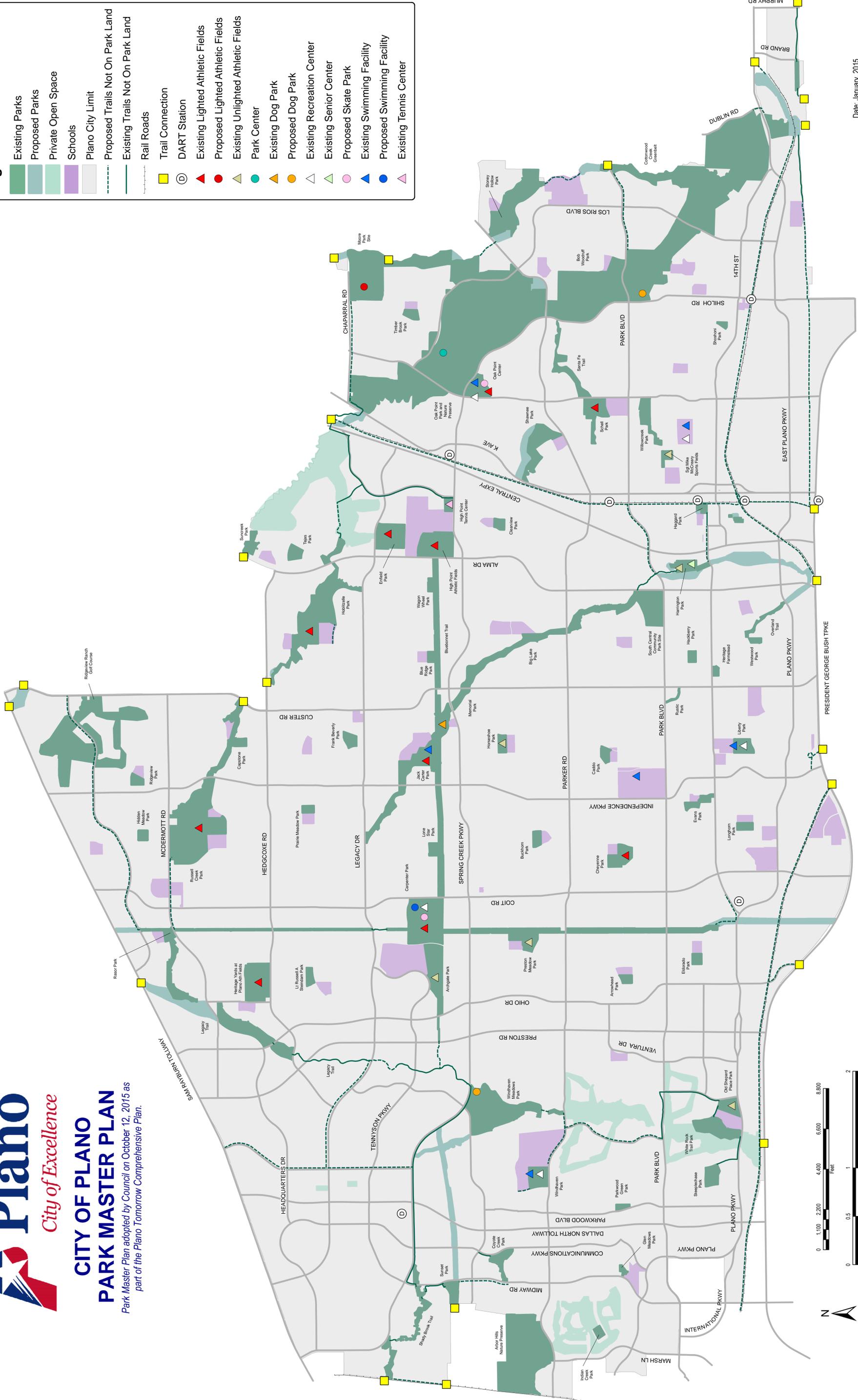


CITY OF PLANO PARK MASTER PLAN

Park Master Plan adopted by Council on October 12, 2015 as part of the Plano Tomorrow Comprehensive Plan.

Legend

- Existing Parks
- Proposed Parks
- Private Open Space
- Schools
- Plano City Limit
- Proposed Trails Not On Park Land
- Existing Trails Not On Park Land
- Rail Roads
- Trail Connection
- DART Station
- Existing Lighted Athletic Fields
- Proposed Lighted Athletic Fields
- Existing Unlighted Athletic Fields
- Proposed Unlighted Athletic Fields
- Park Center
- Existing Dog Park
- Proposed Dog Park
- Existing Recreation Center
- Existing Senior Center
- Proposed Skate Park
- Existing Swimming Facility
- Proposed Swimming Facility
- Existing Tennis Center



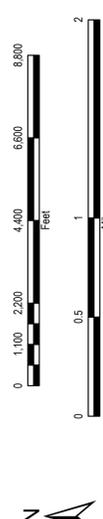
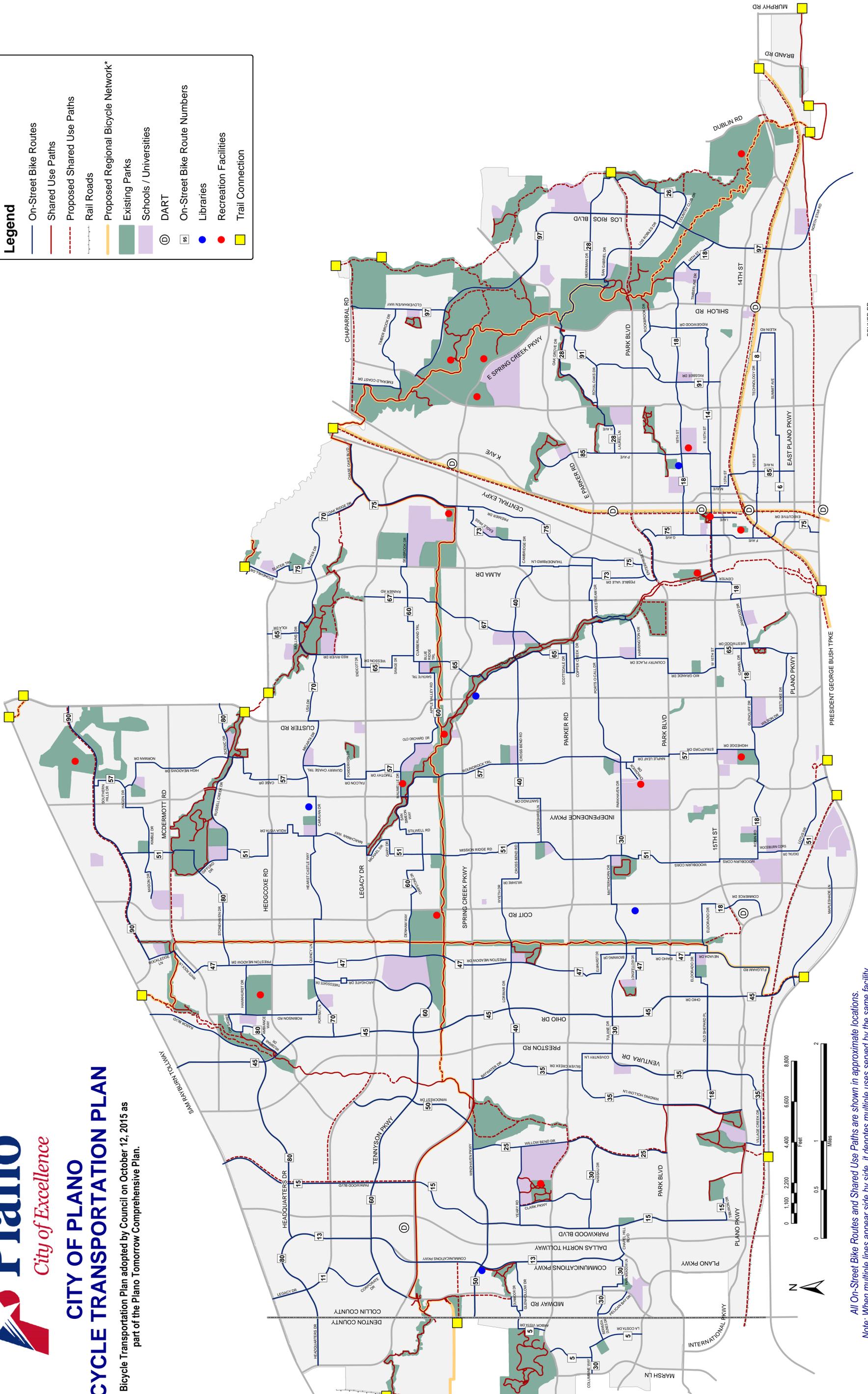
The locations of proposed sites, trails and facilities are subject to change.



CITY OF PLANO BICYCLE TRANSPORTATION PLAN

Bicycle Transportation Plan adopted by Council on October 12, 2015 as part of the Plano Tomorrow Comprehensive Plan.

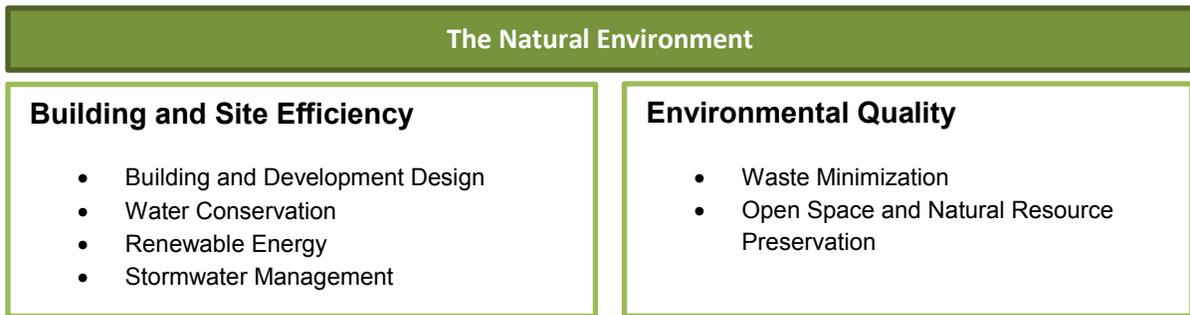
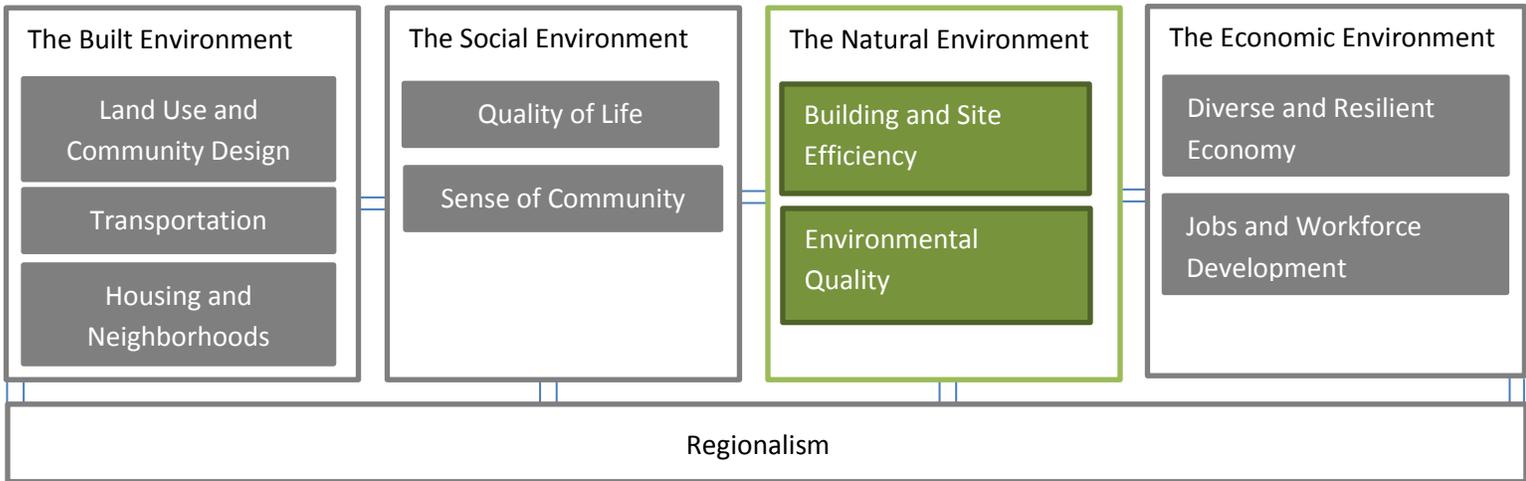
Legend	
	On-Street Bike Routes
	Shared Use Paths
	Proposed Shared Use Paths
	Rail Roads
	Proposed Regional Bicycle Network*
	Existing Parks
	Schools / Universities
	DART
	On-Street Bike Route Numbers
	Libraries
	Recreation Facilities
	Trail Connection



All On-Street Bike Routes and Shared Use Paths are shown in approximate locations.
 Note: When multiple lines appear side by side, it denotes multiple uses served by the same facility.
 *North Central Texas Council of Governments Regional Veloweb.

Exhibit "A" - Plano Tomorrow Comprehensive Plan
Vision Statements, Policies, Action Statements, and Maps

NATURAL ENVIRONMENT PILLAR



The Natural Environment Vision

Plano is a healthy and sustainable city, whose policies and investments focus on building and site efficiency, protecting and restoring natural resources, and improving the resiliency of the community.

The Natural Environment - Building and Development Design

Policy - Plano will implement energy efficient building codes and make sustainable investments to new and existing facilities to reduce energy consumption, improve air quality, and reduce greenhouse gas emissions.

Action Statements

- 1) Annually review the Facility Policies and Procedures to incorporate new building efficiency measures as feasible.
- 2) Create a policy requiring any public-private project that includes a development agreement to apply sustainable construction standards, as appropriate, to the project.
- 3) Review development and building regulations every three years to ensure provisions for the efficient use of natural resources and promote environmental quality.
- 4) Promote buildings and projects that are environmentally friendly and educate the public about the health and environmental benefits of green buildings.
- 5) Create a building incentive program for new development and redevelopment projects to incorporate sustainable design elements such as: solar energy; natural lighting; reflective roofs or green roofs; low Volatile Organic Compounds (VOC) materials and ventilation; heating, ventilation, and air conditioning (HVAC) energy performance and efficiency systems; on-site renewable energy; waste minimization; and water reclamation and conservation.
- 6) Determine if viable options exist within the North Central Texas Council of Governments (NCTCOG) amendments of the International Green Construction Code (IgCC) for possible inclusion into the development process.
- 7) Ensure timely adoption of building codes as established by the International Code Council.
- 8) Create regulations for sustainable building and site planning practices such as tree preservation, reduced impervious coverage, and green infrastructure.

The Natural Environment - Renewable Energy

Policy - Plano will increase the use of solar power and other renewable sources for city infrastructure, facilities, and operations and encourage residents and businesses to make renewable energy improvements that diversify the energy supply, reduce dependence on fossil fuels, improve air quality, and reduce greenhouse gas emissions.

Action Statements

- 1) Develop energy conservation education and energy efficiency retrofit programs and identify appropriate new financing opportunities for energy efficiency and solar energy installations for commercial, residential, and civic buildings.
- 2) Create a marketing campaign that increases awareness and participation with the city's Smart Energy Loan Program, Housing Rehabilitation Program, and Great Update Rebate Program to provide homeowners and renters assistance in upgrading their homes to be more energy and water efficient.
- 3) Explore public/private partnerships for the development of energy efficiency programs with private utility companies.
- 4) Increase renewable energy participation with homeowners and business owners by supporting private initiatives such as Solarize Plano.
- 5) Evaluate the feasibility of using rooftops of public facilities and parking garages for renewable micro-power generation, such as solar.
- 6) Evaluate the feasibility of geothermal energy as an alternative energy source for public and private buildings.
- 7) Negotiate higher renewable energy minimums with the city's electric providers at the time of contract expiration.
- 8) Establish a cost-effective program for replacing city vehicles operating on fossil fuels with those that operate on alternative fuels or electricity.
- 9) Review the Zoning Ordinance and amend as necessary to facilitate the development of alternative fuel distribution facilities.
- 10) Seek grants to assist with the funding for alternative fueling stations and electric charging stations.

The Natural Environment - Stormwater Management

Policy - Plano will improve water quality by requiring design and use of erosion control plans and stormwater pollution prevention plans to ensure compliance with federal, state, and local regulations, minimize pollution and contamination of water ways, and enhance and protect biodiversity and ecosystems.

Action Statements

- 1) Implement the goals and objectives of Plano's Stormwater Management Plan, which is updated every five years.
- 2) Provide annual reports of Plano's stormwater management program to the regulating authorities.
- 3) Expand city regulations for post construction stormwater management in new developments and redevelopments by a combination of structural and nonstructural Best Management Practices (BMPs) appropriate for the community.
- 4) Develop and provide training opportunities for local developers, property owners, consultants and city staff on how to design, construct, inspect, and maintain permanent stormwater structural Best Management Practices (BMPs).
- 5) Create a stormwater demonstration program for select neighborhoods, districts or on city property to show the proper installation of structural Best Management Practices (BMPs) for streets and parking lots.
- 6) Create a stormwater volunteer program to engage residents in cleaning and testing in efforts to improve water quality of creeks.

The Natural Environment - Water Conservation

Policy - Plano will conserve water resources by expanding education and incentive programs to ensure the city has adequate water supply to meet the long term needs of the citizens.

Action Statements

- 1) Apply adopted water conservation measures even during periods of adequate supply, not just during drought.
- 2) Create incentives for water conservation techniques such as drip irrigation systems, rainwater collection and harvesting and drought tolerant landscaping, and create demonstration projects on city facilities to increase awareness.
- 3) Utilize traditional and emerging marketing methods such as large-scale media, social marketing campaigns, and presence at public events to improve awareness and participation for the city's water conservation programs.
- 4) Study potential of air conditioning condensation harvesting and grey water use as a water conservation measure.
- 5) Provide educational materials, seminars, and workshops on conservation and sustainability practices for water resources.
- 6) Evaluate environmental impacts of artificial turf or synthetic grass as an alternative for residential and commercial developments.

The Natural Environment - Waste Minimization

Policy - Plano will reduce the overall disposal of solid waste and increase reuse and recycling to conserve environmental resources.

Action Statements

- 1) Create a 20-year Solid Waste Plan and incorporate focus groups to cover the identified key areas of: commercial businesses (separated by large, medium and small), multi-family complexes, and residential sections (separated by home size/age, ethnicity and culture, and family size and median age).
- 2) Develop and implement the 2015-2025 Regional Compost Program in conjunction with North Texas Municipal Water District and four (4) additional solid waste member cities: Richardson, Frisco, Allen and McKinney.
- 3) Complete the implementation of the Construction and Demolition Recycling Incentive Program enhancements.
- 4) Utilize traditional and emerging marketing methods such as large-scale media, social marketing campaigns, and presence at public events to improve awareness and participation in the City's recycling programs.
- 5) Complete the implementation of the Recycle Right All Star program.
- 6) Evaluate and determine the next tier of residential-based materials potentially targeted through future recycling activities, collections or programs to increase recycling and decrease waste disposal.
- 7) Develop and refine Plano's Commercial Recycling-based Green Business Certification program and increase promotion and participation of program.

The Natural Environment - Open Space and Natural Resource Conservation

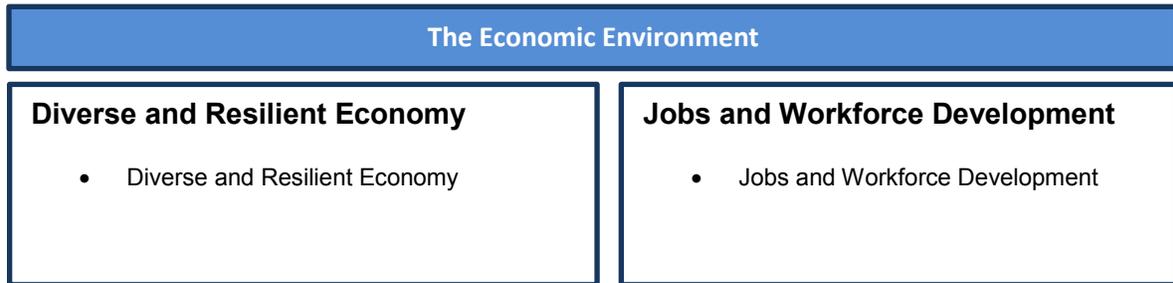
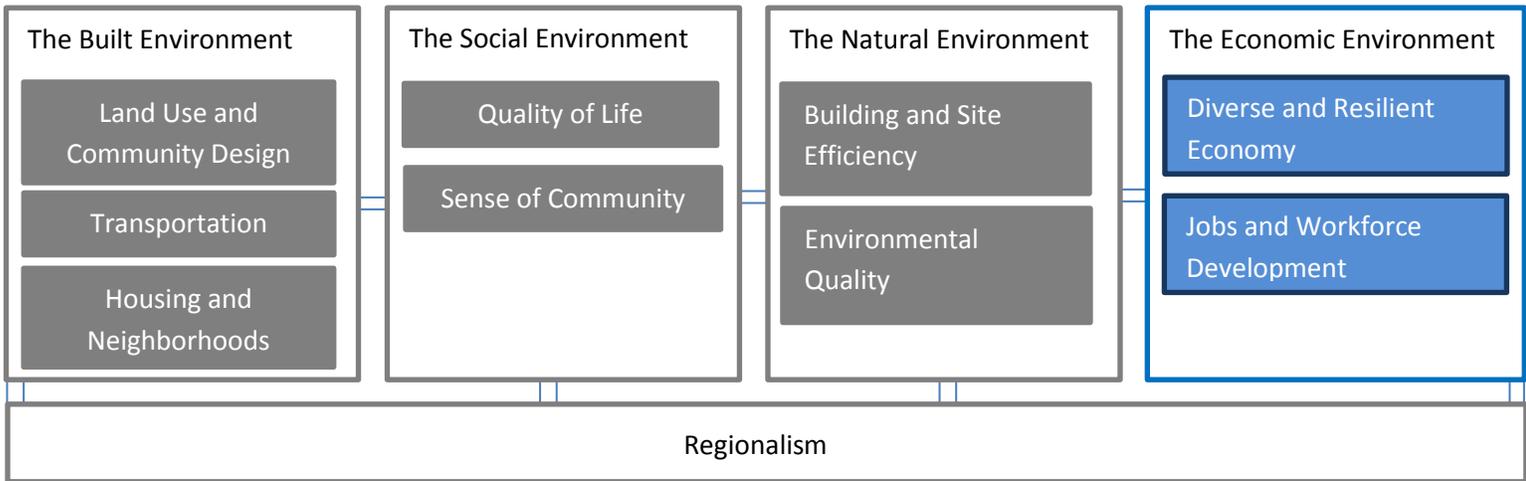
Policy - Plano will conserve and restore open spaces and natural resources to increase resilience, adaptability, and biological integrity and maintain the city's urban forest as a key component of the natural infrastructure network to improve air quality and the health of Plano's citizens.

Action Statements

- 1) Rehabilitate and enhance natural drainage systems, water detention and retention basins, and other infiltration areas for multiple benefits, such as recreation, wildlife habitat, and stormwater management.
- 2) Identify opportunities to conserve and reestablish open space networks, mature existing tree stands, steep slopes, floodplains, priority wildlife habitats, and significant natural features as part of public and private development plans and targeted acquisition.
- 3) Work with local arboricultural institutions and agencies to prepare a detailed Urban Forestry Plan that establishes goals for treescape improvements and enhancements throughout the community.
- 4) Conduct a citywide study every 8-10 years, or as necessary, to determine heat island hot spots.
- 5) Evaluate the feasibility of creating a tree planting program to assist specific property owners in addressing heat island hot spots.
- 6) Create a pavement reduction incentive program that identifies innovative ways to reduce the amount of impervious surfaces and reestablishes green infrastructure.
- 7) Evaluate the commercial landscaping requirements within the Zoning Ordinance as part of the Urban Forestry Plan updates to ensure zoning regulations meet the intent of the urban forestry policies.

Exhibit "A" - Plano Tomorrow Comprehensive Plan
 Vision Statements, Policies, Action Statements, and Maps

ECONOMIC ENVIRONMENT



The Economic Environment Vision

Plano has a diverse and resilient economic base with a variety of businesses and employment opportunities for a well-educated and highly-skilled resident population.

The Economic Environment - Diverse and Resilient Economy

Policy - Plano will focus efforts to retain existing businesses and target outreach to innovative knowledge-based companies to ensure a diverse and resilient economic base.

Action Statements

- 1) Analyze Plano's current economic base to identify current needs and opportunities.
- 2) Identify business clusters within the city and develop market studies to support the continued growth and expansion of these industry sectors.
- 3) Review undeveloped land areas within the city to anticipate infrastructure needs required to assist with economic development activities.
- 4) Formally engage with business leaders on a regular basis to address specific needs to assist with the expansion and retention of existing businesses as well as the development and growth of new companies.
- 5) Provide strong customer support to businesses for the delivery of municipal services.

The Economic Environment - Jobs and Workforce Development

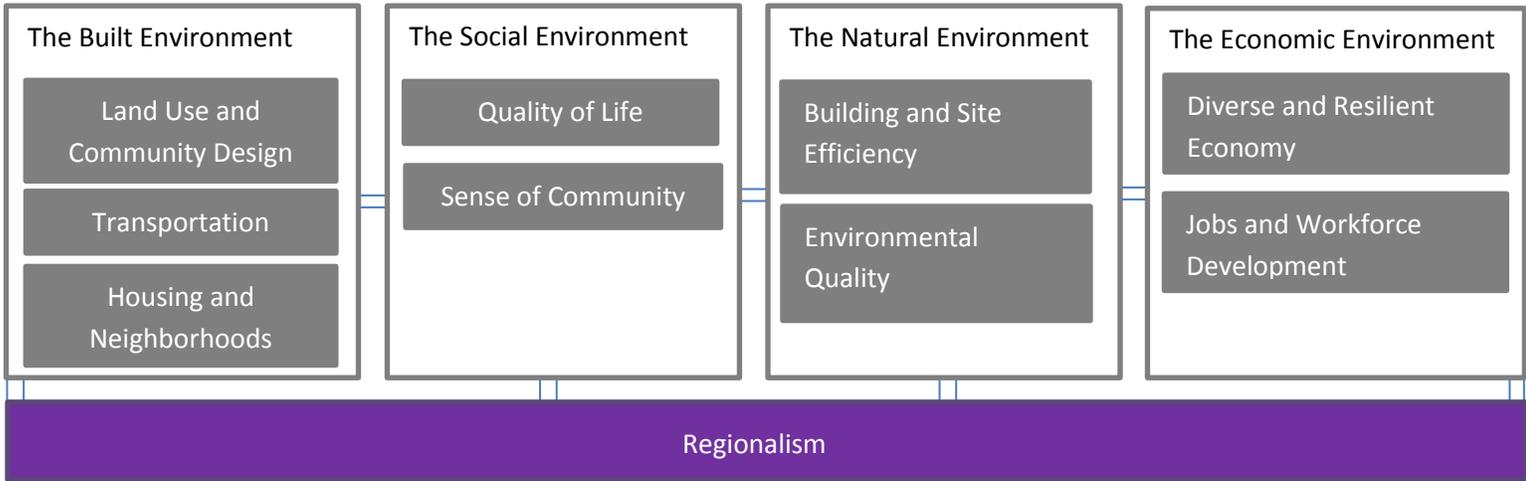
Policy - Plano will assist the education and business communities in developing a competitive workforce to provide job skills demanded by the regional market place and employment opportunities for local graduates.

Action Statements

- 1) Create a partnership involving executive leadership from the city, local education services and businesses for providing data and analysis that address community issues impacting workforce development.
- 2) Create an annual report on the city's workforce strengths and challenges.
- 3) Meet with local colleges and public education providers and encourage the creation of programs that enhance job skills of city residents needed by employers.
- 4) Encourage and support efforts by area colleges and businesses to integrate recent graduates into the local workforce.
- 5) Enhance Plano's quality of life to retain and recruit a highly skilled workforce for the community.

Exhibit "A" - Plano Tomorrow Comprehensive Plan
Vision Statements, Policies, Action Statements, and Maps

REGIONALISM PILLAR



- Regionalism**
- Population Growth
 - Regional Transportation
 - Air Quality
 - Regional Water Conservation
 - Consistency with Neighboring Cities
 - Regional Education

Regionalism Vision

Plano is a leader and an innovator in the Dallas-Fort Worth region by working with other communities to address population growth, regional transportation, air quality, water conservation, consistency with neighboring cities, and educational opportunities.

Regionalism - Population Growth

Policy - Plano will accommodate regional population growth in identified areas while preserving the suburban character of the community.

Action Statements

- 1) Develop a policy on new growth based on the Growth and Change map, which identifies appropriate locations for growth and redevelopment opportunities.
- 2) Review the Growth and Change map and Future Land Use Map every two years and amend growth recommendations as development trends and conditions change.
- 3) If required, rezone land at preferred growth and redevelopment locations to accommodate future growth recommendations.
- 4) Collaborate with neighboring cities to determine compatibility with residential development policies.
- 5) Advocate with the North Central Texas Council of Governments to include increased residential development within developed cities in traffic modeling.
- 6) Participate in regional discussions regarding population change and migration into the Dallas-Fort Worth area and its impact on cities and the region.

Regionalism – Regional Transportation

Policy - Plano will evaluate regional transportation options with consideration of the impact on existing residential and business development and emphasis on the expansion of transportation choices, traffic demand management, and trip reduction strategies to improve regional mobility.

Action Statements

- 1) Create criteria to evaluate regional transportation projects to determine the impact upon the city and develop solutions to mitigate negative effects.
- 2) Complete all proposed bicycle trail connections with neighboring cities.
- 3) Advocate with Dallas Area Rapid Transit (DART) member cities for a second tier membership status for nonmember cities.
- 4) Annually review the city's transportation plan to ensure consistency with regional transportation agencies' plans.
- 5) Advocate and support development of the Cotton Belt commuter rail corridor from Plano to the Dallas-Fort Worth International Airport.

Regionalism - Air Quality

Policy - Plano will lead by example in the Dallas-Fort Worth area by developing policies that assist the region in reaching attainment for air quality.

Action Statements

- 1) Implement the regional vehicle idling policies local government vehicle fleets established by the North Central Texas Council of Governments (NCTCOG).
- 2) Evaluate and implement new technology such as idling detection for city vehicles to assist with reducing air pollutants.
- 3) Improve timing and coordination of traffic signals with Plano, the state of Texas, the North Texas Tollway Authority (NTTA), and neighboring cities to reduce emissions from idling vehicles and improve traffic flow.
- 4) Initiate and participate in regional alternative energy projects to reduce dependence on fossil fuels.
- 5) Develop a policy that limits roadway construction within Plano to non-peak hours to the maximum extent possible.
- 6) Work with area cities to develop a policy regarding High Occupancy Vehicle (HOV) access and congestion pricing.

Regionalism – Regional Water Conservation

Policy - Plano will assume regional leadership regarding water issues and work with North Texas Municipal Water District (NTMWD) member organizations to encourage more efficient water use and conservation.

Action Statements

- 1) Initiate and advocate for change to the "Take or Pay" policy with NTMWD and other member cities that reflects actual water usage and reward conservation measures.
- 2) Develop regional water usage plan with NTMWD for all member cities.
- 3) Participate in regional planning activities to prepare for predicted future drought conditions.
- 4) Develop a landscaping water usage plan that would enable Plano to conserve and reduce the costs for purchasing water from the NTMWD.
- 5) Actively educate residents to achieve compliance with water restrictions.
- 6) Require drought resistant and native plants for all new development and replacement of current landscaping throughout the city.
- 7) Study operational impacts of drought conditions on the city's water and sewer system.

Regionalism - Consistency with Neighboring Cities

Policy - Plano will partner with neighboring cities to provide municipal services and plan for compatible growth to ensure consistency of public improvements between jurisdictions and operational efficiencies.

Action Statements

- 1) Review plans with neighboring cities to ensure consistency in land use activities and transportation facilities and services every two years.
- 2) Explore and identify additional opportunities to share municipal services with area cities.
- 3) Study effectiveness of boundary drop policy regarding the provision of emergency services.
- 4) Partner with neighboring cities with vector control of insects and animals.
- 5) Analyze changing demographics in cooperation with neighboring cities to determine impact on programs and facilities provided by municipal park departments and sports organizations.

Regionalism – Regional Education

Policy - Plano will partner with local and regional education institutions to provide quality educational opportunities to retain students in the region and for economic development opportunities to attract businesses seeking universities to provide research and development opportunities.

Action Statements

- 1) Assist the University of Texas at Dallas with obtaining Tier I status through the provision and funding of research opportunities.
- 2) Advocate with the State of Texas to provide for adequate funding of public education.
- 3) Retain the presence of Southern Methodist University (SMU) and Dallas Baptist University (DBU) within the City of Plano by offering assistance in establishing a permanent space for facilities.
- 4) Partner with Collin College by providing student opportunities for professional work experience and supporting the institution's efforts for academic excellence.