

CITY COUNCIL

1520 AVENUE K



DATE: 12/7/2010
CALL TO ORDER: 7:00 p.m.
INVOCATION: Reverend Bryan Stamper
Grace Presbyterian Church
PLEDGE OF ALLEGIANCE: The Men of Note Chorus

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS 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>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> November 18, 2010 November 22, 2010</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2011-2-G for Plano Senior Center Air Cooled Chiller Replacement to Gulf Energy Systems, Inc., in the amount of \$92,935 and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2010-251-G for Haggard Library Air Cooled Chiller Replacement to EEC Enviro Service Co. LLC, in the amount of \$138,221 and authorizing the City Manager to execute all necessary documents.</p> <p>(d) CSP No. 2010-141-C for a three (3) year contract for Enterprise Video Solutions to Johnson Controls in the amount of \$398,000 and authorizing the City Manager to execute all necessary documents.</p> <p>(e) CSP No. 2010-252-C for a one (1) year contract with three (3) optional one year renewals for Wireless Voice and Data Services to AT&T Mobility in the amount of \$494,362 and authorizing the City Manager to execute all necessary documents.</p> <p>Purchase from an Existing Contract</p> <p>(f) To approve a contract for the purchase and installation of infield conditioner for baseball/softball fields at Enfield Park, Carpenter Park and the Youth Ball Park for the Parks and Recreation Department in the amount of \$83,982 from MasterTurf Products and Service, Inc. through an existing contract or agreement with BuyBoard, and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract 292-08).</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> <p>(g) To approve an Engineering Services Agreement by and between the City of Plano and BW2 Engineers, Inc. in the amount of \$57,275 for the design of the Bluebonnet Trail connection under U.S. 75 at Rowlett Creek and authorizing the City Manager to execute all necessary documents.</p> <p>Adoption of Resolutions</p> <p>(h) To adopt a 2011 State Legislative Program for the City of Plano, Texas; directing the City Manager to act with regard to the City's Legislative Program; and providing an effective date.</p> <p>(i) To authorize the Cities Aggregation Power Project, Inc. (CAPP) to negotiate an extension to the current electric supply and necessary related services agreement with Next Era for a fixed price per kWh that is lower than contract rates for 2011-2013, said extension to continue until December 31, 2018; authorizing CAPP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing the Chairman of CAPP to execute an extension to the current electric supply agreement for deliveries of electricity effective January 1, 2011, or as soon after finalization of a contract as possible; committing to budget for energy purchases and to honor the City's commitments to purchase power through CAPP for its electrical needs through December 31, 2018; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	<p>To approve the terms and conditions of a fourth amendment to the development agreement between the City of Plano, Texas, and Pinnacle AMS Development Company, LLC (now Southern/Pinnacle AMS Development Company, LLC), for development of Eastside Station – Plano; authorizing its execution by the City Manager; and providing an effective date.</p>	
(k)	<p><u>Adoption of Ordinances</u></p> <p>To abandon all right, title and interest of the City, in and to a portion of that certain 60-foot wide Fire Lane, Access and Utility Easement recorded in Cabinet 2006, Page 148 of the Map Records of Collin County, Texas and being situated in the Henry Cook Survey, Abstract No. 183, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, KDC Legacy North Investments I, L.P. to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	
(l)	<p>To abandon all right, title and interest of the City, in and to a portion of that certain 60-foot wide Right-of-Way (Infinity Avenue) recorded in Cabinet 2006, Page 440 of the Map Records of Collin County, Texas and being situated in the Henry Cook Survey, Abstract No. 183, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, KDC Legacy North Investments I, L.P. to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(1)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2010-16 to amend Section 3.1400 (Traffic Impact Analysis) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to traffic impact analysis; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	
(2)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2010-19 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 606 so as to allow the additional use of an Electrical Substation on 6.3± acres of land located on the east side of Communications Parkway, 1,100± feet north of Windhaven Parkway, in the City of Plano, Collin County, Texas, presently zoned Regional Employment/Dallas North Tollway Overlay District; 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: Acres of Sunshine</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	

**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT TWO
November 18, 2010**

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Deputy City Manager
Bruce Glasscock, Deputy City Manager
LaShon Ross, Deputy City Manager
Mark Israelson, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

The Plano City Council met informally at 7:07 p.m., Thursday, November 18, 2010, at the Tom Muehlenbeck Recreation Center, 5801 West Parker Road, Plano, Texas. All Council Members were present with the exception of Council Member Callison. Council Member LaRosiliere arrived at 7:14 p.m. Mayor Dyer welcomed those in attendance and introduced Council and Staff. He spoke regarding the structure of the Council where all members represent citizens across the City.

FY 2010-2011 Budget

Director of Budget and Research Rhodes-Whitley spoke to the budget passed in September with no tax increase. She advised regarding the \$15 million deficit projected in March 2010; \$14 million deducted by Council during worksessions; and use of monies from the Disaster Relief and Equipment Reserve Funds. Ms. Rhodes-Whitley spoke to budget reductions of 30% over the last three years and elimination of 129 full-time and 17 part-time positions. She spoke regarding \$6 million in savings reducing the deficit for 2011-12 to \$11 million and work started on the budget forecast.

Economic Development Progress Report

Plano Economic Development Board Director Bane spoke to creating job opportunities, diversifying the economic base to cushion against economic shock, and increasing the tax base. She spoke to contributions made by companies and efforts of the Economic Development Board through outreach and recruitment; retention and expansion; and marketing and redevelopment. Ms. Bane reviewed recent projects, industry targets, utilization of the web site, challenges and opportunities. She spoke to the number of employee positions impacted, disbursing grants among companies of different sizes, and timeframes for projects.

Fire Station #13 Update

Chief Esparza spoke to the station's location at 6901 Corporate Drive, plans for a single-story, one company structure with three bays and capacity to house three trucks. He advised that the cost of construction is \$3.25 million, completion is anticipated in July 2011, and move-in during August. Chief Esparza provided an overview of District #2, which last year handled 7,196 calls for assistance with 133 for fire and 4,375 for emergency medical services. He responded to citizen questions regarding other stations located in the district.

Installation of Wireless Mesh Poles

Technology Services Director Stephens spoke to the project which will provide WiFi services citywide for City services including Public Safety and other departments. He spoke to the selected technology and installation of 1,632 devices using existing assets whenever possible, challenges in areas serviced by underground utilities and where Oncor has deemed poles not usable for the mesh system. Mr. Stephens spoke to the need for 180 new poles, their locations, project timeframe and costs.

DART Facility Update

Deputy Director of Public Works and Engineering Cosgrove advised that construction of the DART Park and Ride facility west of the Dallas North Tollway, east of Communications Parkway, north of Spring Creek Parkway and south of Tennyson Parkway will begin in July 2011, taking eight to twelve months and providing 560 spaces. He responded to questions advising that it will only service busses and will concentrate on commuter trips to Dallas. Director of Public Works and Engineering Upchurch advised that there may be circulation to area corporate campuses in the future.

Community Investment Projects (CIP) in District 2 - Street Repairs/Improvements/Resurfacing

Deputy Director of Public Works and Engineering Cosgrove advised that completed projects in the area include Plano Parkway (Midway Road to the west City limits), Communications Parkway (Parker Road to Spring Creek Parkway), Rasor Road (Ohio Drive to SH 121), and the intersection of Preston Road and Ohio Drive. He spoke to near completion of McDermott Road (Coit Road to Ohio Drive) and future plans for Marsh Lane/Parker Road, Communications Parkway (Spring Creek Parkway to Tennyson Parkway), Windhaven Parkway (Spring Creek Parkway to the west City Limits) and the Preston Road Corridor. Mr. Cosgrove spoke to facility projects including Fire Station #13 and Carpenter Park and advised regarding Public Works projects along Spring Creek Parkway (Preston Road to Coit Road), Coit Road (Parker Road to McDermott Road), and Zone G7 (bounded by Spring Creek Parkway, Ohio Drive, Legacy Drive and Coit Road). He spoke to a second median left turn project with construction beginning in 2015 at Plano Parkway and Preston Road. Mayor Pro Tem Dunlap spoke to regional toll revenue providing funds for road projects in the City. Director of Public Works and Engineering Upchurch responded to a citizen, advising that construction of SH 121 would have been delayed until 2030 without toll road designation.

Open Questions and Answers

Mayor Dyer advised that school issues are the purview of the Board of Trustees and spoke to the ratio of ad valorem taxes for homeowners with the City receiving 20%, county 11.5%, community college 6% and school district 64%. He spoke regarding sales tax collection where 6.25 cents is provided to the state, 1 cent to DART and 1 cent to the City.

Police Chief Rushin spoke to the City's low crime rate, listing in Forbes as the safest city in the United States with a population over 250,000 and provided statistics on District 2 crimes advising that car break-ins are an issue. Mayor Dyer spoke to pressing issues in the City including the budget, building the tax base, aging infrastructure, and the challenges of an aging, diverse population and hiring a new city manager. Director of Parks and Recreation Fortenberry spoke to future expansion of the Senior Center, administration of the Senior Transportation Program, and Carpenter Park Recreation Center renovations aimed at keeping seniors involved. Mayor Dyer spoke to the City as senior friendly offering a tax freeze for those 65 and older. Director of Health Collins spoke to issues of wild animals, mosquito control and monitoring creeks for storm water permits. Council Member Davidson spoke regarding Comprehensive Plan meetings.

Mayor Dyer spoke to volunteer opportunities and thanked those in attendance. The session was closed at 8:23 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
November 22, 2010**

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Deputy City Manager
Bruce Glasscock, Deputy City Manager
LaShon Ross, Deputy City Manager
Mark Israelson, Assistant City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:05 p.m., Monday, November 22, 2010, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; and to receive information regarding Economic Development, Section 551.087; 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 Dyer reconvened the meeting back into the Preliminary Open Meeting at 5:48 p.m.

Consideration and Action Resulting From Executive Session

No items were brought forward.

DART Report

The report was postponed.

Discussion/Direction re 2011 G.O. Bond Issuance – CIP Projects

Director of Budget and Research Rhodes-Whitley spoke to the \$21.4 million bond package included in the budget and the impact on expenses with an interest payment of \$497,550 in 2010-11 and the need for a one-half cent tax increase thereafter to pay \$979,000 in interest and \$671,000 in principle. She advised that most projects will not be completed in this fiscal year.

Fire Chief Esparza spoke to Fire Station #13 with \$1 million approved in the 2009 CIP program and the need for only \$525,000 and advised that all apparatus is in place for the station. Mr. Muehlenbeck advised that the City has authorization for \$1 million, but a future referendum may be called to remove excess funds.

Ms. Rhodes-Whitley spoke to average bond sales totaling \$30-35 million and advised that Staff will determine if there is any debt rolling off, the financial forecast will be presented in February/March of 2011, and estimates are based on 4.65% interest.

Director of Parks and Recreation Fortenberry spoke to renovations of the Pecan Hollow Golf Course (\$7 million), Plano Aquatic Center (\$1.5 million), Arbor Hills (\$25,000), and athletic field renovations including irrigation system replacement at Carpenter Park (\$600,000). She advised regarding trail connections related to the Six-City Trail Plan (\$1.4 million) and land acquisitions including the Hall tract, Hoblitzelle Park trails and the Plano Swim Club (\$1.2 million). Ms. Fortenberry responded to the Council, advising that revenues are generated at the soccer fields, golf course and aquatic center and spoke to the benefits of trail connections as compared to their cost.

Deputy Director of Engineering and Public Works Cosgrove spoke to street improvements including general alley reconstruction (\$40,000), Ports O'Call alley reconstruction (\$415,000), barrier-free ramp/sidewalk construction along US 75 (\$500,000), and addressing bridge issues identified by TxDOT (\$100,000). He spoke to work on Communications Parkway near the DART Park and Ride and spoke to matching funds from Collin County. Mr. Cosgrove spoke to intersection improvements along Independence Parkway (\$650,000), general intersection improvements (\$840,000), work on Marsh Lane – south of Parker Road (\$649,000), and monies coming back from the North Central Texas Council of Governments for improvements to the Park Boulevard crossing at US 75. Mr. Muehlenbeck advised that monies coming back remain in CIP funds for road projects. Mr. Cosgrove spoke to improvements at Preston Road/SH 190 intersection (\$45,000), screening wall reconstruction (\$590,000), Split Trail improvements-Old Highway 5 (\$855,000), Spring Creek Parkway corridor improvements (\$150,000), traffic signalization for approximately four intersections (\$500,000) and TxDOT funding for Windhaven Parkway – City limits to Spring Creek Parkway (\$60,000).

Ms. Rhodes-Whitley responded to the Council, advising that through savings efforts, the anticipated \$16-17 million deficit has been reduced to \$10-11 million with flat appraisals and new growth of \$400 million. She advised that hiring for Fire Station #13 will begin in 2012-13 with operations/maintenance (O/M) of \$2.5 million and to anticipated 2010-11 O/M on other recommended projects of \$200,000. Council Member Harris requested Staff provide further information regarding operating costs and spoke to reconsideration of projects at the December 7 Council Meeting.

Report on Love Where You Live in the Village Creek North Neighborhood

Community Services Manager Day spoke to the initiative designed to further the Council's goal of *Creating Great Neighborhoods – First Choice for People to Live* by combining existing resources and programs to develop a physically appealing and socially engaging area through efforts of volunteers and residents. She advised that the Village Creek North Neighborhood project included 21 groups, 347 volunteers, and 40 individual worksites/service projects including: alley clean-up, yard clean-up, premise identification, and home repairs. Ms. Day spoke to the next steps including the neighborhood development of their calendar of events, Staff reassessment of housing and physical improvements and preparation of a final report in Spring 2011. Mayor Pro Tem Dunlap spoke to positive feedback from volunteer organizations and recognizing their efforts.

Comprehensive Monthly Financial Report

Finance Director Tacke advised that for the month of October 2010, General Fund, Water/Sewer, Civic Center and Golf Course revenues were up as a percentage of budget when compared to last year. She advised that actual figures indicate the General Fund revenues were up based on increases sales taxes and ad valorem taxes and spoke to expenditures down slightly as a percentage of budget. Ms. Tacke advised that the unemployment rate is down slightly to 7% and sales tax collections have increased. City Manager Muehlenbeck requested figures reflecting 4a/4b municipalities that collect two cents in sales tax as compared to Plano receiving one cent. Ms. Tacke spoke to increases in municipal drainage revenues and a decline in expenses based on contract costs for debris hauling.

Departmental Briefing - Finance

Finance Director Tacke advised that the Finance Department is composed of seven divisions and reviewed their personnel and achievements. She spoke to Finance Administration being responsible for financial analysis and reporting, development of policies and economic analysis, general supervision of other divisions, facilitation of tax abatement agreements and economic development incentive agreements and the Accounting Division is responsible for timely and accurate recording of transactions and establishing/maintaining internal controls over finances. Ms. Tacke spoke regarding the Purchasing Division ensuring the timely availability of goods, services and supplies, garnering competition producing the highest quality goods and services, and handling inventory control and asset disposal functions and Fleet Services handling fleet asset management including managing the equipment replacement fund, maintaining vehicles, and operating the Fleet Share Program. She spoke to the Financial Systems Division which manages accounting, purchasing, budgeting systems and the Treasury Division responsible for cash management, credit card processing, administration of hotel occupancy tax program, preparation of the Comprehensive Monthly Financial Report and issuance of General Obligation and Municipal Drainage bonds. She spoke to Municipal Court Administration which is independent of the Municipal Judge's duties and handles citation processing, collection of fines/fees, and processing of state fees. City Manager Muehlenbeck spoke to the City's audit completed by the end of December for use during consideration of bond ratings.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Council Member Miner requested that Consent Agenda Item “I,” an agreement with CaremarkPCS Health, L.L.C. for pharmacy benefit management services at the estimated cost of \$4,000,000 annually for pharmacy claims be removed for individual consideration.

Mayor Dyer advised that he would be stepping down on Regular Agenda Item “1,” To approve the terms and conditions of a Depository Services Contract with Frost Bank for the Treasury department due to a possible conflict of interest.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:52 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

PLANO CITY COUNCIL
November 22, 2010

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
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Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, November 22, 2010, at 7:01 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Rabbi Stefan Weinberg of Congregation Anshai Torah and the Pledge of Allegiance was led by Cub Scout Pack 261 of Christie Elementary.

Mayor Dyer and City Manager Muehlenbeck presented recognition to Director of Parks and Recreation Amy Fortenberry for her 20 years of service.

Consent agenda

Upon the request of Deputy Mayor Pro Tem Miner, Consent Agenda Item "I" was removed for individual consideration.

Mayor Dyer advised that due to a possible conflict of interest, he would be stepping down on Regular Agenda Item "1."

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

Approval of Minutes (Consent Agenda "A")
November 8, 2010

Approval of Expenditures

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

Bid No. 2010-28-C for a one (1) year contract with three (3) City optional renewals to purchase full encirclement pipe repair clamps, flange coupling adapters, service saddles, and steel couplings for Warehouse Inventory from Ferguson Enterprises Inc., Mainline Supply Company, & Municipal Water Works Supply in an estimated amount of \$53,353 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “B”)

Bid No. 2009-60-C for an initial term of 48 months, with two (2) one-year City optional renewals for Personal Protective Clothing for Structural Fire Fighting to Casco Industries Inc. in the amount of \$449,280 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “C”)

Purchase from an Existing Contract

To approve the purchase of GIS Maintenance in the amount of \$57,100 from ESRI through an existing contract with Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-492) (Consent Agenda “D”)

To approve a contract for the purchase of Commvault-Galaxy Software Premium Support Coverage, in the amount of \$118,774 from CDW Government, through an existing contract with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4713) (Consent Agenda “E”)

To approve a contract for the purchase of maintenance support for network infrastructure switches in the amount of \$243,767 from INX, Inc. through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1386) (Consent Agenda “F”)

To approve a contract for the purchase of microwave backhaul links to the new Emergency Operations Center, in the amount of \$314,775 from Scientel Wireless, LLC, through an existing contract with the Houston-Galveston Area Council (HGAC), and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. CW10-09) (Consent Agenda “G”)

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

To approve of an annual contract with renewals by and between the City and E-Recycler for electronic recycling collection services and authorizing the City Manager to execute all necessary documents. (2011-30-C) (Consent Agenda “H”)

Approval of Change Order

To Hencie International, Inc., increasing the contract by \$104,283 for the 2009-2010 Pavement Maintenance Project- Phase I, Project No. 6020, Change Order No. 1, Original Bid No. 2010-69-B. (Consent Agenda “J”)

Adoption of Resolutions

Resolution No. 2010-11-10(R): To approve the action of the Arts of Collin County Commission, Inc. to dedicate and convey a portion of land to the City of Allen, Texas to maintain the Six City Trail; and providing an effective date. (Consent Agenda “K”)

Resolution No. 2010-11-11(R): To approve the terms and conditions of a grant awarded by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) to the City of Plano, Texas for Child Sexual Predator Program (CSPP); authorizing the execution of any and all documents in connection therewith by the City Manager; and providing an effective date. (Consent Agenda “L”)

Resolution No. 2010-11-12(R): To support a study of US75 regarding necessary improvements to accommodate the increasing traffic volume; authorizing the City Manager to effectuate such study; and providing an effective date. (Consent Agenda “M”)

Resolution No. 2010-11-13(R): To approve the issuance of a letter in support of the North Texas Municipal Water District’s request for a two-year extension of time to comply with the Federal Stage 2, Disinfection Byproduct Rule; authorizing its execution by the Mayor and providing an effective date. (Consent Agenda “N”)

Adoption of Ordinances

Ordinance No. 2010-11-14: To repeal in its entirety Ordinance No. 2008- 11-28, codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas and enacting this new Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, establishing a revised schedule of rates and charges for solid waste disposal and collection applicable to commercial accounts; providing a repealer clause, a severability clause, and providing an effective date. (Consent Agenda “O”)

Ordinance No. 2010-11-15: To repeal Ordinance No. 2005-12-14; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department in a rank less than Battalion Chief serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date. (Consent Agenda “P”)

ITEMS FOR INDIVIDUAL CONSIDERATION:

To approve of the agreement with CaremarkPCS Health, L.L.C. for pharmacy benefit management services at the estimated cost of \$4,000,000 annually for pharmacy claims, entered into through an existing agreement with PEBA (Public Employee Benefits Alliance), and authorizing the City Manager to execute all necessary documents. (Consent Agenda "I")

Compensation & Benefits Manager Covey advised that 4,800 individuals are on the pharmacy plan, last year's claims totaled \$3.9 million, and spoke to the growth in the number of specialty drugs due to research and marketing and their high costs. She responded to the Council advising that the estimated cost includes consideration of an 11% savings.

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Smith, the Council voted 8-0 to approve an agreement with CaremarkPCS Health, L.L.C. for pharmacy benefit management services at the estimated cost of \$4,000,000 annually for pharmacy claims.

Due to a possible conflict of interest, Mayor Dyer stepped down on the following item.

To approve the terms and conditions of a Depository Services Contract with Frost Bank for the Treasury Department, and authorizing the City Manager to execute the contract and all other necessary documents for CSP No. 2010-170-C; and providing an effective date. (Regular Agenda "1")

Treasurer Conklin advised regarding the selection process including requirements for a competitive sealed proposal and spoke to items covered by the contract including the deposit of all monies, processing customer receipts, payroll and vendor payments, maintaining various City bank accounts, and bank account reconciliation services. She reviewed the process schedule and spoke to consideration of applicants including services, legal qualifications, working relationships, compensation and their financial soundness. She advised regarding evaluation of proposals based on cost, financial strength, scope of services and effectiveness of plan, and experience and Staff's recommendation of Frost Bank.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Callison the Council voted 7-0 to approve the terms and conditions of a Depository Services Contract with Frost Bank for the Treasury Department.

Mayor Dyer resumed his seat at the dais.

Resolution No. 2010-11-16(R): To approve the Investment Portfolio Summary for the quarter ending September 30, 2010 and providing an effective date. (Regular Agenda Item “2”)

Treasurer Conklin advised that the quarterly investment report must be formally presented on an annual basis to comply with the Texas Public Funds Investment Act. She spoke to maintaining a market value greater than the book value of assets, the fluctuation of assets over the fiscal year as ad valorem taxes flow into the City and expenses occur, diversification of assets and maturities and comparison of the portfolio to benchmarks. Ms. Conklin spoke to the City’s yield in the quarter and fiscal year and the lower level of interest rates, laddering of investments and the portfolio’s decrease in value.

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Miner, the Council voted 8-0 to approve the Investment Portfolio Summary for the quarter ending September 30, 2010; and further to adopt Resolution No. 2010-11-16(R).

Public Hearing and adoption of Ordinance No. 2010-11-17 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 124 for tax abatement consisting of two tracts of land totaling 6.837 acres located in the Maria C. Vela Survey, Abstract No. 935 and the Henry Cook Survey, Abstract No. 183, in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Agenda “3”)

Director of Finance Tacke spoke to statutes requiring the establishment of reinvestment zones which include a Public Hearing and this agreement based on an estimated \$70 million in real and \$18 million in business personal property for a period of 10 years from January 1, 2014 through December 31, 2023 with an abatement at the rate of 50% for real and business personal property and an impact of \$171,000 for real property and \$43,974 for business personal property based on the current tax rate.

Mayor Dyer opened the Public Hearing. No one appeared to speak for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Harris, the Council voted 8-0 to designate two tracts of land totaling 6.837 acres located in the Maria C. Vela Survey, Abstract No. 935 and the Henry Cook Survey, Abstract No. 183, in the City of Plano, Texas as Reinvestment Zone No. 124 for tax abatement and further to adopt Ordinance No. 2010-11-17.

Resolution No. 2010-11-18(R): To approve the terms and conditions of an agreement by and between the City of Plano, Texas, County of Collin, Texas, KDC Legacy North Investments One, LP, and Encana Oil and Gas (USA) Inc.; providing for a business personal property and real property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda “4”)

Director of Finance Tacke advised that this item includes construction of a regional headquarters for Encana Oil and Gas (USA) Inc. with 300,000 square feet of commercial office space and the transfer or creation of 510 full-time jobs on or before December 31, 2013.

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Smith, the Council voted 8-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas, County of Collin, Texas, KDC Legacy North Investments One, LP, and Encana Oil and Gas (USA) Inc.; and further to adopt Resolution No. 2010-11-18(R).

Resolution No. 2010-11-19(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Encana Oil & Gas (USA) Inc.; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda “5”)

Director of Finance Tacke advised that Encana Oil & Gas (USA) Inc would occupy no less than 300,000 square feet of space and transfer or create up to 510 full-time jobs. She advised that terms of the agreement are for ten years in an amount of up to \$488,000 for reimbursement of permit, building inspections, engineering and planning fees, a cash grant of \$1,365,000 to offset relocation and occupancy costs, and \$459,00 for the first 510 jobs with an additional \$900 per job for those in excess before December 31, 2015 not to exceed \$103,500.

Upon a motion made by Council Member Harris and seconded by Council Member Smith, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas, and Encana Oil & Gas (USA) Inc.; and further to adopt Resolution No. 2010-11-19(R).

Public Hearing and adoption of Ordinance No. 2010-11-20 as requested in Zoning Case 2010-18 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to amend Planned Development-434-Retail, on 10.5± acres located at the northeast corner of McDermott Road and Coit Road in the City of Plano, Collin County, Texas, to reduce landscape edge requirements and amend related sections of the ordinance; 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: Ronald McCutchin Family Partnership, Ltd. (Regular Agenda “6”)

Director of Planning Jarrell advised that this request reduces the landscape edge established on the property in the late 1980’s from 30 to 15 feet which is typical for properties not located in overlay districts and advised that the Planning and Zoning Commission recommended approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

Ordinance No. 2010-11-20 (cont'd)

Amend Planned Development-434-Retail as follows:

3. ~~Thirty~~ Fifteen foot landscape edge is required along ~~S.H. 121~~, Coit Rd. and McDermott Rd. ~~crossing major thoroughfares (Type C or above). A 15-foot landscape edge is required along Type E thoroughfares.~~ The ~~buffer~~ landscape edge shall be measured from the property line. ~~The area between the curb and the property line should also be maintained in living condition by the property owner.~~

Ms. Jarrell responded to Mayor Dyer, advising that Staff will ensure that right-of-way is acquired at the intersection.

Mayor Dyer opened the Public Hearing. Kevin Wier of Spiars Engineering advised the Council that he was available for any questions. No one else spoke for or against the request. The Public Hearing was closed.

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member Callison, the Council voted 8-0 to amend Planned Development-434-Retail, located at the northeast corner of McDermott Road and Coit Road in the City of Plano to reduce landscape edge requirements and amend related sections of the Comprehensive Zoning Ordinance as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2010-18; and further to adopt Ordinance No. 2010-11-20.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 7:43 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/7/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Dianna Wike x7549				
CAPTION				
Bid No. 2011-2-G, for Plano Senior Center Air Cooled Chiller Replacement, to Gulf Energy Systems, Inc., in the amount of \$92,935, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 10/11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,545,400	0	2,545,400
Encumbered/Expended Amount	0	-57,730	0	-57,730
This Item	0	-92,935	0	-92,935
BALANCE	0	2,394,735	0	2,394,735
FUND(S): AMERICAN RECOVERY & REINVESTMENT ACT GRANT				
<p>COMMENTS: Federal Grant funding (American Recovery & Reinvestment Act) through the Texas Energy Efficiency and Conservation Block Grant has been awarded to the City to pay for the replacement of equipment at city facilities with units with higher energy efficiency ratings. The remaining balance of the grant award will be used for similar projects throughout the City of Plano.</p> <p>STRATEGIC PLAN GOAL: Upgrading City Facilities with more energy efficient equipment to save on energy costs relates to the City's goal of a "Financially Strong City with Service Excellence"</p>				
SUMMARY OF ITEM				
Staff recommends bid of Gulf Energy Systems, Inc., in the amount of \$92,935, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This is for Plano Senior Center Air Cooled Chiller Replacement.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum				
Bid Recap				



Phil Dyer
Mayor

Lee Dunlap
Mayor Pro Tem

Pat Miner
Deputy Mayor Pro Tem

Ben Harris
Place 2

André Davidson
Place 3

Lissa Smith
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

TO: Dianne Wike, Buyer Supervisor
FROM: Richard Medlen
Facilities Maintenance Superintendent
DATE: November 15, 2010
SUBJECT: **2011-2-G Plano Senior Center Air Cooled Chiller Replacement**

I have reviewed the bids submitted to replace the Plano Senior Center Air Cooled Chiller that is at the end of its life expectancy, and is being replaced with a more energy efficient chiller.

I recommend award to Gulf Energy Systems Inc. who provided the lowest responsive, responsible bid that also meets specifications in the amount of \$92,935.

Please let me know if you have any questions.

/rmt

Cc: Jim Razinha
Yarcus Lewis
Melody Morgan
Bruce Shaulis
Elizabeth Dorrance

CITY OF PLANO

Bid NO. 2011-2-G PLANO SENIOR CENTER AIR COOLED CHILLER REPLACEMENT BID RECAP

Bid opening Date/Time: November 4, 2010 @ 3:30pm

Number of Vendors Notified: 1373

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 7

Gulf Energy Systems, Inc.	\$ 92,935
EEC Enviro Service Co. LLC	\$ 95,475
Berger Engineering Company	\$ 96,858
DMI Corp	\$102,282
Powers MEP Engineering Inc.	\$108,300
Federal Mechanical Systems, Inc.	\$110,890
Atlantis Industrial Systems, Inc.	\$114,913

Bids Evaluated Non-Responsive to Specifications: 0

Recommended Vendor(s):

Gulf Energy Systems, Inc. \$92,935

Dianna Wike

November 10, 2010

Dianna Wike, Buyer Supervisor

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:		12/7/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Dianna Wike x7549				
CAPTION				
Bid No. 2010-251-G, for Haggard Library Air Cooled Chiller Replacement, to EEC Enviro Service Co. LLC, in the amount of \$138,221, and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 10/11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,545,400	0	2,545,400
Encumbered/Expended Amount	0	-57,730	0	-57,730
This Item	0	-138,221	0	-138,221
BALANCE	0	2,349,449	0	2,349,449
FUND(S): AMERICAN RECOVERY & REINVESTMENT ACT GRANT				
<p>COMMENTS: Federal Grant funding (American Recovery & Reinvestment Act) through the Texas Energy Efficiency and Conservation Block Grant has been awarded to the City to pay for the replacement of equipment at city facilities with units with higher energy efficiency ratings. The remaining balance of the grant award will be used for similar projects throughout the City of Plano.</p> <p>STRATEGIC PLAN GOAL: Upgrading City Facilities with more energy efficient equipment to save on energy costs relates to the City's goal of a "Financially Strong City with Service Excellence"</p>				
SUMMARY OF ITEM				
Staff recommends bid of EEC Enviro Service Co. LLC, in the amount of \$138,221, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This is for Haggard Library Air Cooled Chiller Replacement.				
List of Supporting Documents: Memorandum Bid Recap			Other Departments, Boards, Commissions or Agencies	



Phil Dyer
Mayor

Lee Dunlap
Mayor Pro Tem

Pat Miner
Deputy Mayor Pro Tem

Ben Harris
Place 2

André Davidson
Place 3

Lissa Smith
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

TO: Dianne Wike, Buyer Supervisor
FROM: Richard Medlen
Facilities Maintenance Superintendent
DATE: November 15, 2010
SUBJECT: **2010-251-G Haggard Library Air Cooled Chiller**

I have reviewed the bids submitted to replace the Haggard Library chillers that are at the end of their life expectancy, and are being replaced with more energy efficient chiller.

I recommend award to EEC Enviro Service Co, who provided the lowest responsive, responsible bid that also meets specifications in the amount of \$138,221.

Please let me know if you have any questions.

/rmt

Cc: Jim Razinha
Yarcus Lewis
Melody Morgan
Bruce Shaulis
Elizabeth Dorrance

CITY OF PLANO

Bid NO. 2010-251-G HAGGARD LIBRARY AIR COOLED CHILLER REPLACEMENT BID RECAP

Bid opening Date/Time: November 4, 2010 @ 3:00pm

Number of Vendors Notified: 1373

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 6

EEC Enviro Service Co. LLC	\$138,221
Berger Engineering Company	\$142,819
Gulf Energy Systems, Inc.	\$144,974
DMI Corp	\$148,100
Federal Mechanical Systems, Inc.	\$156,670
Powers MEP Engineering Inc.	\$164,300

Bids Evaluated Non-Responsive to Specifications: 0

Recommended Vendor(s):

EEC Enviro Service Co., LLC \$138,221

Dianna Wike

November 10, 2010

Dianna Wike, Buyer Supervisor

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/7/10		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Heather Parkerson x 7554				
CAPTION				
CSP No. 2010-141-C for a three (3) year contract for Enterprise Video Solutions to Johnson Controls in the amount of \$398,000 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,500,000	0	1,500,000
Encumbered/Expended Amount	0	-92,952	0	-92,952
This Item	0	-398,000	0	-398,000
BALANCE	0	1,009,048	0	1,009,048
FUND(S): TECHNOLOGY FUND (62.62354)				
COMMENTS: Funds are included in the Technology Fund budget for the purchase and installation of a security system at City facilities. The balance of funds will be used for other items related to the project. STRATEGIC PLAN GOAL: Installation of security systems at city facilities relates to the City's Goal of "Financially Strong City with Service Excellence".				
SUMMARY OF ITEM				
Staff recommends the Competitive Sealed Proposal of Johnson Controls, in the amount of \$398,000 be accepted as the best value proposal, and conditioned upon timely execution of any necessary contract documents. This will establish a three year contract.				
List of Supporting Documents: Memorandum Bid Recap			Other Departments, Boards, Commissions or Agencies	

Memorandum

To: Aimee Storm
Buyer Supervisor
Purchasing Division

From: David Stephens
Director, Technology Services

Date: 10/15/2010

Re: Recommendation Memo for CSP 2010-141-C

A committee consisting of representatives from Technology Services, Police Department, and Public Safety Communications has reviewed all the responses for bid evaluation CSP NO. 2010-141-C (Enterprise Video Solution). Each vendor's response was assessed and rated by the current purchasing standards based on the bid evaluation criteria.

Of the 11 bid responses that were received only three were deemed complete per the CSP requirements. Each of these three vendors were allotted equal time to deliver a presentation and the opportunity to ask and answer questions regarding deliverables for the CSP.

After meeting with each vendor to ensure they understood the scope of work and deliverables, the top two vendors, per the preliminary scoring matrices, were requested to submit a best and final offer in to ensure that pricing was consistent for each vendor.

Based on the overall evaluation of the submitted responses, work history, vendor presentation, and best and final offers submitted by the vendors for bid, the selection committee recommends the bid to be awarded to Johnson Controls, Inc. as the selected bidder in the amount of \$398,000.

The evaluation matrix shows Johnson Controls, Inc. to be the second highest ranking vendor but the pricing element of this CSP was ranked at 40% of the total evaluation. The price discrepancy between the top ranked vendor (Schneider Electric) and Johnson Controls, Inc. was substantial, exceeding \$100,000, and therefore weighs even heavier in the overall decision process. Both vendors proposed the same software solution (VidSys) and both expressed similar levels of experience with both installation and support of this solution. Given these factors the selection team recommends Johnson Controls, Inc.

This project will establish the management software to allow for the aggregation and distribution of video feeds from cameras throughout the city for security purposes and for use by public safety personnel.

David Stephens
Director, Technology Services

CITY OF PLANO

CSP NO. 2010-141-C CSP for Enterprise Video Solution CSP RECAP

Proposal opening Date/Time: June 14, 2010 @ 3:00PM

Number of Vendors Notified: 4225

Vendors Submitting "No Bids": 2

Number of Bids Submitted: 11

<u>Company</u>	<u>Total Weighted Score</u>
Schneider Electric	2.70
Johnson Controls	2.48
Motorola	2.05

Vendors Evaluated Non-Responsive to Specification: 8

Video Insight
911 Security Cameras
Ingersoll Rand Security Technologies
LenSec
SecureNet, Inc.
Entech Sales and Service
Siemens Building Technologies, Inc.
Knight Security Systems, LLC.

Recommended Vendor(s):

Johnson Controls

Aimee Storm

September 20, 2010

Aimee Storm, Buyer Supervisor

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/7/10			
Department:		Purchasing			
Department Head		Mike Ryan			
Agenda Coordinator (include phone #): Heather Parkerson x 7554					
CAPTION					
CSP No. 2010-252-C for a one (1) year contract with three (3) optional one year renewals for Wireless Voice and Data Services to AT&T Mobility in the amount of \$494,362 and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-2011, 2011-12, 2012-13, 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	494,362		494,362
Encumbered/Expended Amount		0	0	0	0
This Item		0	-494,362	0	-494,362
BALANCE		0	0	0	0
FUND(S): VARIOUS FUNDS					
COMMENTS: This item approves an annual contract for wireless voice and data services, with the option for three (3) additional one-year renewals, and includes price quotes for wireless services. Expenditures will be made in various departments within the approved budget appropriations. The current estimated annual expenditure is \$494,362.					
STRATEGIC PLAN GOAL: A contract for wireless communication services relates to the City's Goal of "Financially Strong City with Service Excellence".					
SUMMARY OF ITEM					
Staff recommends the Competitive Sealed Proposal of AT&T Mobility, in the amount of \$494,362 be accepted as the best value proposal, and conditioned upon timely execution of any necessary contract documents. This will establish a one year contract with three optional one year renewals.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memorandum					
Bid Recap					

Memorandum

To: Heather Parkerson
Buyer I - Purchasing Division

From: David Stephens
Director, Technology Services

Date: 11/18/2010

Re: Recommendation Memo for CSP 2010-252-C

A committee consisting of representatives from Technology Services and Purchasing has reviewed all the responses for bid evaluation CSP NO. 2010-252-C (CSP for Wireless Voice and Data Services). Each vendor's response was assessed and rated by the current purchasing standards based on the bid evaluation criteria.

Of the four bid responses that were received only two were deemed complete per the CSP requirements. After evaluating each vendor's response to ensure they understood the scope of work and deliverables, the top vendor, per the preliminary scoring matrices, was requested to submit a best and final offer in to clarify three issues.

Based on the overall evaluation of the submitted responses, service requirements, customer service requirements, and pricing submitted by the vendors for this bid, the selection committee recommends the bid to be awarded to AT&T, Inc. as the selected bidder in the estimated annual amount of \$494,361.96.

David Stephens
Director, Technology Services



CSP No. 2010-252-C

CSP for Wireless Voice and Data Services

RECAP

CSP Opening Date/Time: Monday, November 08, 2010 @ 9:00 AM (CST)

Number of Vendors Notified: 720

Vendors Submitting “No Bids”: 0

Number of Proposals Submitted: 4

<u>Responses Received:</u>	<u>Total Weighted Score</u>	<u>Pricing</u>
AT&T	3.86	\$494,361.96
Sprint	3.59	\$502,735.68

Proposals Evaluated Non-Responsive to Specification: 2

T-Mobile USA
Verizon Wireless

Recommended Vendor:

AT&T Mobility is the recommended vendor for this award with a Total Weighted Score of **3.86** and a total proposed cost of **\$494,361.96**.

I certify that the above includes all firms contacted to propose and that replies are exactly as stated.

Heather Parkerson

Heather Parkerson, Buyer

November 8, 2010

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:		12/07/2010		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
To approve a contract for the purchase of installation of infield conditioner for baseball/softball fields at Enfield Park, Carpenter Park and the Youth Ball Park for the Parks and Recreation Department in the amount of \$83,982 from MasterTurf Products and Service, Inc. through an existing contract or agreement with BuyBoard, and authorizing the City manager to execute all necessary documents. (BuyBoard Contract 292-08).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	62,486	1,166,514	300,000	1,529,000
Encumbered/Expended Amount	-62,486	-37,417	0	-99,903
This Item	0	-83,982	0	-83,982
BALANCE	0	1,045,115	300,000	1,345,115
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2010-11 Capital Reserve Fund. This item, in the amount of \$83,982, will leave a current year balance of \$1,045,115 for the Athletic Field Renovations project. STRATEGIC PLAN GOAL: Athletic Field Renovations relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
Staff recommends approval of the purchase and installation of infield conditioner at Enfield Park fields 1, 2, & 3, Carpenter Park fields 5 & 6, and the Youth Ball Park from MasterTurf Products and Service, Inc. in the amount of \$83,982. This product has been in use for several years on numerous fields in the City. It has proven to be superior to traditional clay products. Fields can be quickly returned to service after rain. Pricing was obtained through BuyBoard Contract 292-08.				
MasterTurf Products and Service, Inc. has successfully completed several projects for the City in the past.				
The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract 292-08).				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Memorandum Construction Agreement	Other Departments, Boards, Commissions or Agencies



MEMORANDUM

DATE: November 12, 2010

TO: Diane Palmer-Boeck, Purchasing Department

FROM: Kevin Murray, Parks & Recreation Department 

SUBJECT: MASTERTURF PRODUCTS AND SERVICE, INC. AGENDA ITEM

After a review of several vendors on BuyBoard, staff of the Parks and Recreation Department determined that MasterTurf offers the best value to the City. It was determined that the product supplied by two other potential vendors on the BuyBoard contract (BWI and Texas Multi-Chem, Inc.) do not meet the city standard for infield material.

MasterTurf is the Parks and Recreation Department's standard infield mix for new construction and for infield renovations . It has been installed on 44 of the city's 71 ball fields to date. Parks and Recreation has used many other infield products over the years including the products supplied by other BuyBoard vendors, but none of them has approached the performance received from MasterTurf. The fields are playable much faster after rain, resulting in fewer rainouts and higher customer (citizen) satisfaction. The product doesn't blow or break down like clay which results in facilities that are cleaner and easier to maintain. Other infield mixes must be replenished more often due to issues of wear and tear coupled with wind erosion. MasterTurf provides a high quality playing surface with minimal effort in comparison to clay-based products resulting in labor efficiencies. Customer satisfaction by leagues and tournaments with the playing surface has also been very high. In addition, the product is professionally installed and laser-graded while products from the other vendors must be installed by Athletic staff, or by a contractor.

Case in point... Parks and Recreation began using MasterTurf in 2003 as a test on a problem field. The field was oriented so that the home plate area was very slow to dry; many times the rest of the field was perfectly dry, but the area around home plate would be unplayable due to wet conditions. MasterTurf solved that problem when use of other products like Turface and Diamond Pro did not without also requiring labor assistance; in fact, the introduction of MasterTurf worked so well on that field it would become the only playable field after a rain event, a worst-to-first turn around.

Due to the success of the test field, MasterTurf was installed on the remainder of the fields at that complex, and it became the only playable complex in Plano and the region after a rain event. As other fields and complexes have been installed or converted with MasterTurf, the same results have been the same. For these reasons, the Parks staff recommend using MasterTurf through BuyBoard Contract 292-08.

CONSTRUCTION AGREEMENT/JOB ORDER
BY AND BETWEEN CITY OF PLANO AND
MASTERTURF PRODUCTS AND SERVICE, INC.
FOR STANDARD INFIELD MIX FOR NEW CONSTRUCTION AND FOR
INFIELD RENOVATIONS

THIS CONSTRUCTION AGREEMENT/JOB ORDER is made and entered into by and between **MASTERTURF PRODUCTS AND SERVICE, INC.**, a Texas corporation (hereinafter referred to as "Contractor"), and the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation (hereinafter referred to as "City"), to be effective from and after the date hereinafter provided.

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

I. CONTRACT DOCUMENTS

The parties agree that the Contract Documents shall consist of the following:

1. This written Construction Agreement/Job Order;
2. Vendor Contract Between **MASTERTURF PRODUCTS AND SERVICE, INC.** and BuyBoard with BuyBoard Contract No. 292-08, a copy of which is on file in the Purchasing Department;
3. The Contractor's Delivery Order, Proposal and Work Plan attached as Exhibit "A";
4. Insurance Requirements as Exhibit "B";
5. The City of Plano's Standard Construction Details (which is on file in the City of Plano's Engineering Department);
6. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the 1997 Edition of the City of Plano Special Provisions to said Standard Specifications, as amended (hereinafter referred to as "Plano Standard Specifications") (which is on file in the City of Plano's Engineering Department);
7. The Affidavit of No Prohibited Interest attached as Exhibit "C."

These Contract Documents form the Construction Agreement/Job Order and are a part of this Construction Agreement/Job Order as if fully set forth herein. The Contract Documents are complementary and what is called for by one shall be as

binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

II. THE WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents.

III. TIME OF COMPLETION

Contractor agrees and covenants that all work hereunder shall be completed no later than March 1, 2011.

IV. INDEMNIFICATION

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE

CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

V. CONTRACT SUM

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders as provided in the Contract Documents. The contract sum shall be an amount not to exceed **EIGHTY THREE THOUSAND NINE HUNDRED EIGHTY TWO AND NO/100 DOLLARS (\$83,982.00)**.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be paid to the Contractor in accordance with the Plano Standard Specifications.

VII. MAILING OF NOTICES

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

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

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

MasterTurf Products and Service, Inc.
8456 Emerald Circle
North Richland Hills, TX 76180
Attn: Stan Standridge, Jr., ~~President~~

VICE PRESIDENT

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

VIII. CHOICE OF LAW; VENUE; CONTRACT INTERPRETATION

The parties agree that the law of the State of Texas shall apply to this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree the Agreement shall not be construed more favorably for either Party.

IX. ENTIRE AGREEMENT; AMENDMENTS; SUCCESSORS AND ASSIGNS

This Construction Agreement/Job Order, including the Contract Documents listed in Paragraph I above, represents the entire and integrated agreement between City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement/Job Order may be amended only by written instrument signed by both City and Contractor. This Construction Agreement/Job Order is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

X. INSURANCE AND CERTIFICATES OF INSURANCE

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

XI. AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has

executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C."

XII. 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.

XIII. EFFECTIVE DATE

The effective date of this Construction Agreement/Job Order will be the date of approval by the City Council of the City of Plano, Texas.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement/Job Order upon the year and date indicated beside their signatures hereto.

MASTERTURF PRODUCTS AND SERVICE, INC.

a Texas Corporation

DATE: 11/24/10

BY: 
Name: STAN STANDRIDGE, JR.
Title: VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

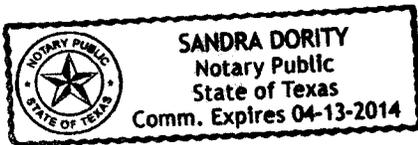
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 24 day of November, 2010 by Stan Standridge, Jr., (Authorized representative) Vice President (Title) of **MASTERTURF PRODUCTS AND SERVICE, INC.**, a TEXAS (State) 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 _____, 20____, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

MasterTurf Products and Service, Inc.

8456 Emerald Cir. North Richland Hills, Tx. 76180 Office (817)514-3931 Cell (817) 929-0166 Fax (817) 605-7761

October 15, 2010

Kevin Murray
City of Plano
P.O. Box 860358
Plano, Tx. 75086

Dear Kevin,

The following information is being provided as requested per our meeting and conversations, regarding the work needed for the Youth Ballpark Field, Enfield Baseball Fields (1, 2 & 3) and Carpenter Park Fields (5 & 6):

Youth Ballpark

<u>Quantity</u>	<u>Description</u>	<u>Price</u>	<u>Extended Price</u>
360 lbs.	MasterSeal Conditioner	\$ 2.50	\$ 900.00
104 Tons	MasterSeal Infield Mix	\$ 48.60	\$ 5,054.40
104 Tons	Freight	\$ 29.40	\$ 3,057.60
50	Labor	\$ 87.50	\$ 4,375.00
1	Trip Charge	\$ 100.00	\$ 100.00
	TOTAL:		\$ 13,487.00

Enfield 1, 2 & 3

<u>Quantity</u>	<u>Description</u>	<u>Price</u>	<u>Extended Price</u>
810 lbs.	MasterSeal Conditioner	\$ 2.50	\$ 2,025.00
190 Tons	MasterSeal Infield Mix	\$ 48.60	\$ 9,234.00
190 Tons	Freight	\$ 29.40	\$ 5,586.00
100	Labor	\$ 87.50	\$ 8,750.00
1	Trip Charge	\$ 100.00	\$ 100.00
	TOTAL:		\$ 25,695.00

Carpenter Park 5 & 6

<u>Quantity</u>	<u>Description</u>	<u>Price</u>	<u>Extended Price</u>
1980 lbs.	MasterSeal Conditioner	\$ 2.50	\$ 4,950.00
350-375 Tons	MasterSeal Infield Mix	\$ 48.60	\$ 17,010-18,225.00
350-375 Tons	Freight	\$ 29.40	\$ 10,290-11,025.00
120	Labor	\$ 87.50	\$ 10,500.00
1	Trip Charge	\$ 100.00	\$ 100.00
TOTAL:			\$ 42,850-44,800.00

Quantity pricing is reduced in the labor cost. The normal cost per field is \$ 3,500.00 for the above required work. Therefore, the City of Plano saves \$ 2,625.00. Remember that the Labor cost also includes excavating approximately 32,000 sf of spoils and sod at Carpenter Park and Youth Ballpark combined.

BuyBoard Contract # 292-08

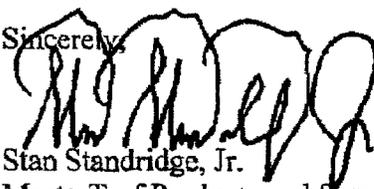
Labor includes the following: Till-in MasterSeal Conditioner, Water Surface, Spread MasterSeal Infield Mix and Laser Grade Surface.

Should more MasterSeal Infield Mix be needed in order to level the field properly, the cost would be the same as stated above, on a per ton basis. This is cannot be determined until we start spreading the infield mix. **You will only be billed for Infield Mix shipped, if we deliver less material then quoted above.**

All sprinkler heads need to be marked around areas being worked on, along with entering and exiting the field.

Should you have any questions, feel free to contact me at your convenience.

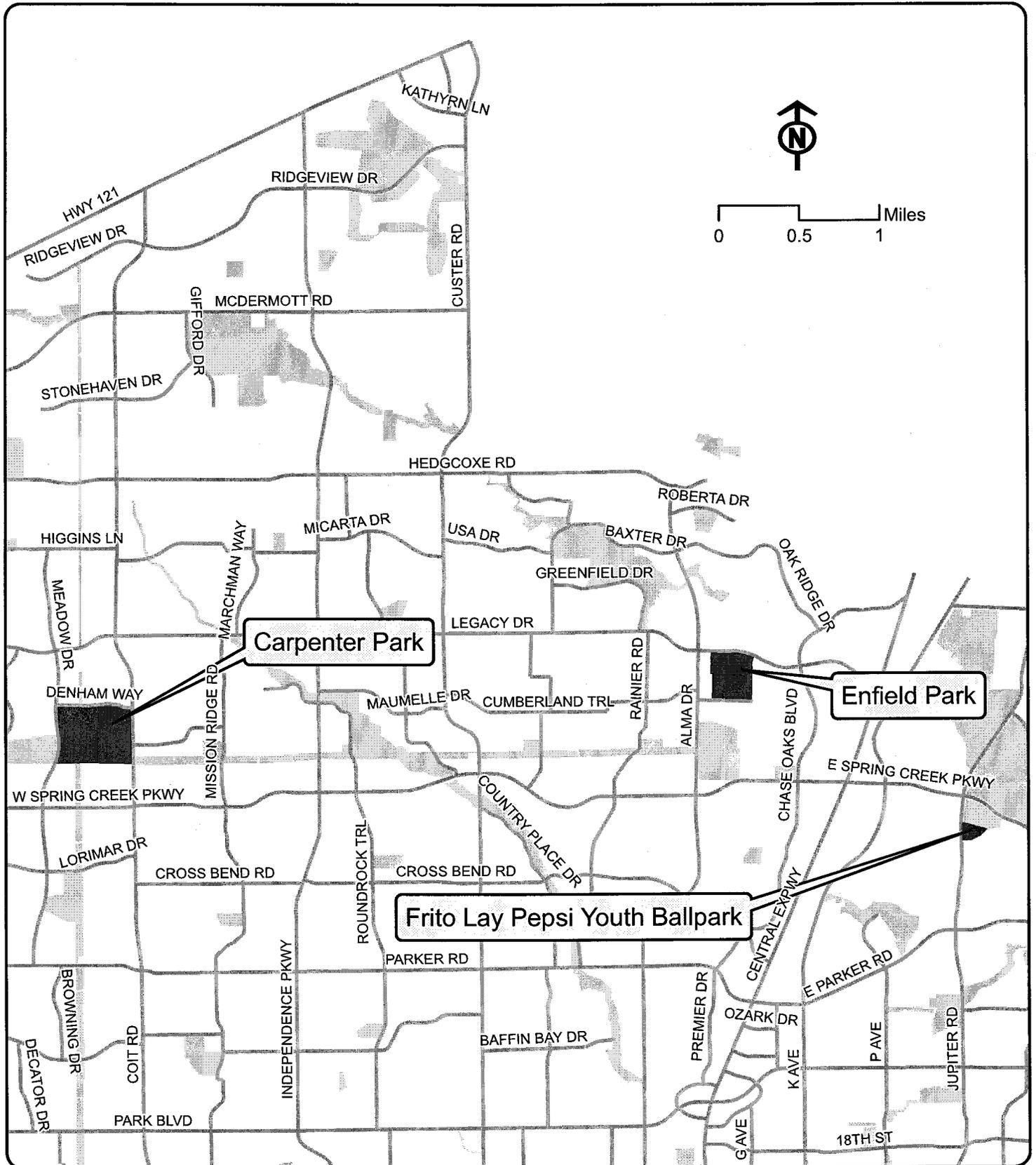
Sincerely,


 Stan Standridge, Jr.
 MasterTurf Products and Service, Inc.



Location Map

Enfield Park, Carpenter Park & Frito Lay Pepsi Youth Ballpark





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2010

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 PORTER BRANDENBURG AGENCY 12160 Abrams Rd #107 Dallas, TX 75243	CONTACT NAME: Carri Rice PHONE (A/C No. Ext.): (972) 234-5588 E-MAIL ADDRESS: crice@porterbrandenburg.com	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Western Co./Union Standard INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # A+
	INSURED Masterturf Products and Service, Inc 8456 Emerald Circle N Richland Hills, TX 76180		

COVERAGES CERTIFICATE NUMBER: 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.

FORM LTR	TYPE OF INSURANCE	ADOL YR	SUBR YR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		Y	CNA9003939-29	2.12.10	2.12.11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any operator) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY/AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA9003941-29	2.12.10	2.12.11	COMBINED SINGLE LIM (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			CUA9003940-29	2.12.10	2.12.11	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SBP0001142694	2.12.10	2.12.11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Commercial Floater			CNA9003939-29	2.12.10	2.12.11	\$65,000 limit-\$500 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Additional Insured and Waiver of Subrogation in favor of holder when required by written contract.
(form # CL CG0443 11/06). 30 Days NOC (form # CL CG0205 12/04) via fax: 972-941-7118

CERTIFICATE HOLDER City of Plano P O Box 860279 Plano, TX 75096	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 <i>James H. Ginter</i>
---------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Entered By: Carri D. Rice Entered Date: 10/28/2010 4:50:33 PM Letter Type: Mars
Letter Title: to Jerry(rvsd) prict list for City of Plano starting 12.1.10

October 28, 2010

TO: City of Plano

RE: *Masterturf Products and Service, Inc*

PROJECTS: Starting 12.1.10 to 1.30.11

- (1) Enfield Park, 400 Legacy Dr, Plano, TX - \$26,000 project amount
- (2) Youth Ball Park, 6000 Jupiter Rd, Plano, TX - \$14,000 project amount
- (3) Carpenter Park, 6701 Coit Rd, Plano, TX - \$45,000 projecy amount

This list is attached to the Certificate of Insurance issued to City of Plano 10/28/10

Thank you.

Carri

Carri Rice
Porter-Brandenburg Agency

IL 12 06 09 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS POLICY CHANGES

POLICY NUMBER:
CNA 9003939 - 29

Company:
Union Standard Lloyd's

Named Insured:

Authorized Agent: 01976
(972) 234-5588

Masterturf Products & Services Inc
8456 Emerald Circle
North Richland Hills, TX 76180

Foxter - Brandenburg Agency
12160 Abrams Road, Ste 107
Dallas, TX 75243

Effective Date of Change: December 1, 2010

The following item(s):

(X) Additional Interested Parties

is (are) changed to read {See Additional Page(s)}:

**** THERE IS NO CHANGE IN PREMIUM ****

Countersigned By:

(Authorized Agent)

POLICY CHANGES ENDORSEMENT DESCRIPTION

ADDED 30 Day Notice of Cancellation in favor of:

City of Plano
P O Box 860279
Plano TX 75096

CNA 9003939 - 29

02/12/10

MOG

11/17/10

COMMERCIAL GENERAL LIABILITY
CG 02 05 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES - AMENDMENT OF CANCELLATION
PROVISIONS OR COVERAGE CHANGE.

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCT WITHDRAWAL COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

Summit Bank NA
1300 Summit Ave
Fort Worth, TX 76102

Workman Commercial
Construction Services
4401 Freidrich Le
Ste 108
Austin, TX 78744

Core Construction
10625 N County Rd
Frisco, TX 75034

City of Lewisville
151 W Church
Lewisville, TX 75057

Dunkins, Sims, Stoffels
9603 Whiterock Trl Ste 110
Dallas, TX 75238

Number of days advance notice: 30
Takeuchi Financial Services
475 Sansome St
19th Floor
San Francisco, CA 94111

Number of days advance notice: 30
University of Texas at Arlington
Procurement Department
Box 19135
Arlington, TX 76019

Number of days advance notice: 30
City of Plano
PO Box 860279
Plano, TX 75096

Number of days advance notice: 30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CL CG 14 43 11 08**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S GENERAL LIABILITY
ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A.	Miscellaneous Additional Insureds	Included
B.	Aggregate Limits Of Insurance For Construction Projects:	
	1. Single Construction Project Aggregate Limit (Away From Premises)	Equal to General Aggregate Limit
	2. Cap For All Damages From All Ongoing Construction Projects	\$5,000,000
C.	Expected Or Intended Injury Or Damage	Included
D.	Joint Venture / Partnership / Limited Liability Company Coverage	Included
E.	Knowledge Of Occurrence	Included
F.	Legal Liability - Damage To Premises Rented To You (Fire, Lightning, Explosion, or Leakage From Automatic Fire Protective Systems)	\$300,000
G.	Medical Payments	\$10,000
H.	Mobile Equipment Redefined	Included
I.	Newly Formed Or Acquired Organizations - Extended Period Of Coverage	Included
J.	Non-Owned Watercraft (Increased to maximum length of)	51 feet
K.	Supplementary Payments - Increased Limits:	
	1. Bail Bonds	\$2,500
	2. Loss Of Earnings	\$1,000
L.	Unintentional Omission In Disclosure	Included
M.	Waiver Of Subrogation	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to as additional insured below) described in paragraphs A.3.a. through A.3.d. below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

1. The written contract or written agreement is:
 - (a) currently in effect or becoming effective during the term of this policy; and
 - (b) fully executed by you and the additional insured prior to the "bodily injury", "property damage", or "personal and advertising injury".
2. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
3. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:
 - a. **Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

b. Lessor Of Equipment

Any person or organization from whom you lease equipment. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured, but only with respect to their liability arising out of:

1. Their financial control of the Named Insured; or
2. Premises they own, maintain or control while the Named Insured leases or occupies these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Owners Or Contractors For Whom You Are Performing Ongoing Operations

1. Any person or organization for whom you are performing operations but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

b. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to coverage provided by this provision A. Miscellaneous Additional Insureds, the following additional provisions also apply:

- (1) Any insurance provided to an additional insured designated under paragraphs A.3.a through A.3.d above does not apply:
 - (a) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(b) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

(2) Paragraph 4.b. of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

b. Excess Insurance

This insurance is excess over:

- 1. Any of the other insurances, whether primary, excess, contingent or on any other basis that is available to the additional insured unless you and the additional insured have specifically agreed in writing that this insurance be primary. Then we will treat any other insurance maintained by the additional insured for injury or damage covered by provision A. Miscellaneous Additional Insureds, except such other insurance as noted in paragraph b.2. below, as excess to this insurance.

If specifically required by such written contract or written agreement, we will not seek contribution from any other liability insurance available to the additional insured for injury or damage covered by provision A. Miscellaneous Additional Insureds except for such other insurance as noted in paragraph b.2. below.

- 2. Any other primary liability insurance available to the additional insured for damages arising out of premises or ongoing operations for which such person or organization has been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Section I - Coverage A Bodily Injury And Property Damage Liability or Coverage B Personal And Advertising Injury Liability to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy or coverage part.

B. AGGREGATE LIMITS OF INSURANCE FOR CONSTRUCTION PROJECTS

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A (Section I), and for all medical expenses caused by accidents under Coverage C (Section I), which can be attributed only to ongoing operations at construction projects away from premises owned by or rented to the insured:

- a. The most we will pay will be capped at \$5,000,000, regardless of the number of:
 - (1) "Occurrences";
 - (2) Insureds;
 - (3) Claims made or "suits" brought;
 - (4) Persons or organizations making claims or bringing "suits"; or
 - (5) Separate construction projects.

- b. Subject to paragraph B.1.a. above:
 - (1) A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - (2) The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A (Section I), except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C (Section I) regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(3) Any payments made under Coverage A (Section I) for damages or under Coverage C (Section I) for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.

(4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A (Section I), and for all medical expenses caused by accidents under Coverage C (Section I), which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

- a. Any payments made under Coverage A (Section I) for damages or under Coverage C (Section I) for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

b. Subject to paragraph B.1.a. above, such payments shall not reduce any Single Construction Project General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.
4. If a single construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. If endorsement CG 25 03, Designated Construction Project(s) General Aggregate Limit (or a similar construction project(s) aggregate endorsement) is also a part of this policy or coverage part, the most we will pay for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A (Section I) and all medical expenses under Coverage C (Section I), which can be attributed only to ongoing operations at:
- (1) Any construction project(s) designated in such CG 25 03 endorsement (or in a similar such construction project(s) aggregate endorsement); or
- (2) Any construction project(s) to which the provisions of section B, Aggregate Limits Of Insurance For Construction Projects in this endorsement and the provisions of such CG 25 03 endorsement (or a similar such construction project(s) aggregate endorsement) both apply,
- will be subject to the same \$5,000,000 cap shown in paragraph B.1.a. above
6. The provisions of Limits Of Insurance (Section III) not otherwise modified by this endorsement shall continue to apply as stipulated.

C. EXPECTED OR INTENDED INJURY OR DAMAGE

Under Section I - Coverage A - Bodily Injury And Property Damage Liability, Exclusion 2.a., Expected Or Intended Injury, is replaced entirely with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

D. JOINT VENTURE / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

1. The following is added to Section II - Who Is An Insured:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period, but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- Prior to the termination or end date of any joint venture, partnership or limited liability company;
- If there is other valid and collectible insurance purchased specifically to insure the joint venture, partnership or limited liability company or
- To a joint venture, partnership or limited liability company which is, or ever was, insured under a "consolidated (wrap-up) insurance program" (also known as an owner-controlled insurance program).

"Consolidated (wrap-up) insurance program" (also known as an owner-controlled insurance program, O.C.I.P.) means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction, erection or demolition project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, sometimes referred to as an a Contractor Controlled Insurance Program (C.C.I.P.)

2. With respect to the coverage provided by this section G. Joint Venture / Partnership / Limited Liability Company Coverage, the last paragraph of Section II - Who Is An Insured is deleted and replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. KNOWLEDGE OF OCCURRENCE

Sub-paragraph a. under 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit contained in Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company; or
- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (5) How, when and where the "occurrence" or offense took place;
- (6) The names and addresses of any injured persons and witnesses; and
- (7) The nature and location of any injury or damage arising out of the "occurrence" or offense.

F. LEGAL LIABILITY - DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Leakage From Automatic Fire Protective Systems)

If damage by fire to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under Section I - Coverage A, the last paragraph (after the exclusions) is replaced in its entirety by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

2. Under Section I - Coverage A the paragraph immediately after paragraph j.(6) under 2. Exclusions is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, and leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

3. Under Section III - Limits of Insurance, paragraph 6. is replaced in its entirety by the following:

6. Subject to 5. above (the Each Occurrence Limit), the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, leakage from automatic fire protective systems or other covered causes of loss or any combination thereof.

4. Under Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, paragraph b.(1)(b) is replaced by the following:

(b) That is fire, lightning, explosion, or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

5. Under Section V - Definitions, subparagraph a. of definition 9. "insured contract" is replaced in its entirety by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

G. MEDICAL PAYMENTS

If Coverage C. Medical Payments is not otherwise excluded from this policy or coverage part, the Medical Expense Limit is changed, subject to the terms of Section III - Limits Of Insurance, to the greater of:

- a. \$10,000; or
- b. The medical expense limit shown in the Declarations of this policy or coverage part.

H. MOBILE EQUIPMENT REDEFINED

Under Section V - Definitions, definition 12. Mobile Equipment, paragraph f.(1) is entirely replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

I. NEWLY FORMED OR ACQUIRED ORGANIZATIONS - EXTENDED PERIOD OF COVERAGE

Paragraph 3. under Section II--Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form, other than:

- (i) a partnership, joint venture, or limited liability company; or
- (ii) An organization excluded either by the provisions of this policy or coverage part, or by endorsement,

and over which you maintain ownership or majority interest of more than 50% will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Section I - Coverage A - Bodily Injury And Property Damage Liability does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Section I - Coverage B - Personal And Advertising Injury Liability does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

J. NON-OWNED WATERCRAFT

Exclusion 2.g. subparagraph (2) under Section I - Coverage A - Bodily Injury And Property Damage Liability is deleted and replaced by the following:

- (2) A watercraft you do not own that is
 - (a) Less than 51 feet long; and
 - (b) Not used to carry persons or property for a charge.

K. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under Section I – Supplementary Payments – Coverages A and B:

- 1. The limit shown in paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$2,500; and
- 2. The limit shown in paragraph 1.d. for loss of earnings because of time off work is changed from \$250 a day to \$1,000 a day.

L. UNINTENTIONAL OMISSION IN DISCLOSURE

The following provision is added to Paragraph 6. Representations of Section IV – Commercial General Liability Conditions:

However, the unintentional omission of any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

M. WAIVER OF SUBROGATION

The Transfer Of Rights Of Recovery Against Others To Us Condition of Section IV – Commercial General Liability Conditions is amended by the addition of the following:

Notwithstanding anything to the contrary in previous paragraph, we waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard", if:

- 1. Such operations or work were done under a written contract or written agreement between you and such person or organization that contained a provision requiring such waiver; and
- 2. Such written contract or written agreement was:
 - a. Made prior to the covered injury or damage; and
 - b. In effect at the time of the covered injury or damage.

This waiver applies only with respect to a each person or organization.

AFFIDAVIT OF NO PROHIBITED INTEREST

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

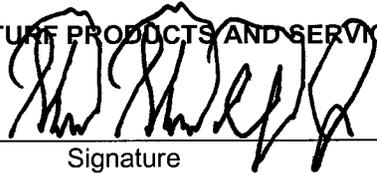
I am aware that Section 11.02 of the City Charter states:

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

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

MASTERTURF PRODUCTS AND SERVICE, INC.

By:



Signature

STAN STANORIDGE, JR.

Print Name

VICE PRESIDENT

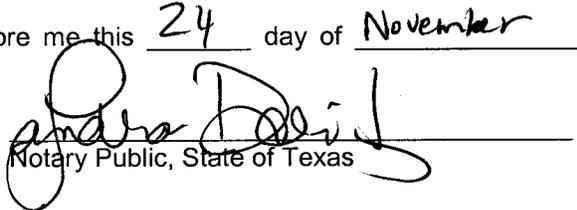
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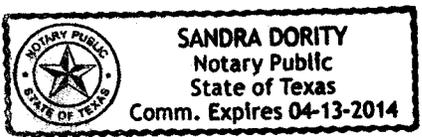
11/24/10

Date

STATE OF TEXAS §
 §
COUNTY OF Collin §

SUBSCRIBED AND SWORN TO before me this 24 day of November, 2010.


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:		12/7/10		
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 BW2 Engineers, Inc. in the amount of \$57,275 for the design of the Bluebonnet Trail connection under U.S. 75 at Rowlett Creek 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:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		580,823	1,150,177	0
Encumbered/Expended Amount		-580,823	-319,094	0
This Item		0	-57,275	0
BALANCE		0	773,808	0
FUND(S): PARK IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2010-11 Park Improvement CIP. This item, in the amount of \$57,275, will leave a current year balance of \$773,808 for the Trail Connections project. STRATEGIC PLAN GOAL: Engineering design services for trail connections relate to the City's Goal of Great Neighborhoods -1st Choice to Live.				
SUMMARY OF ITEM				
<p>This agreement provides for Engineering Services to prepare plans and construction documents for the Bluebonnet Trail connection under U.S. 75 at Rowlett Creek to the City of Allen. This trail is identified on the Six Cities Trail Plan. The trail will connect the existing trail in Plano on Chase Oaks Boulevard with existing trail in Allen located on the north side of Rowlett Creek. This will facilitate a future connection to Oak Point Park and Nature Preserve.</p> <p>The basic services fee of \$41,550 is 9.94% of the estimated construction budget of \$418,000. Additional services in the amount of \$15,725 include hydraulic analysis, permitting, preparation of easement documents and geotechnical services. These fees are consistent with other engineering projects of similar scope.</p> <p>BW2 Engineers, Inc. is on the 2010-11 list of selected consultants for Engineering Services.</p>				



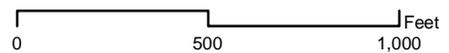
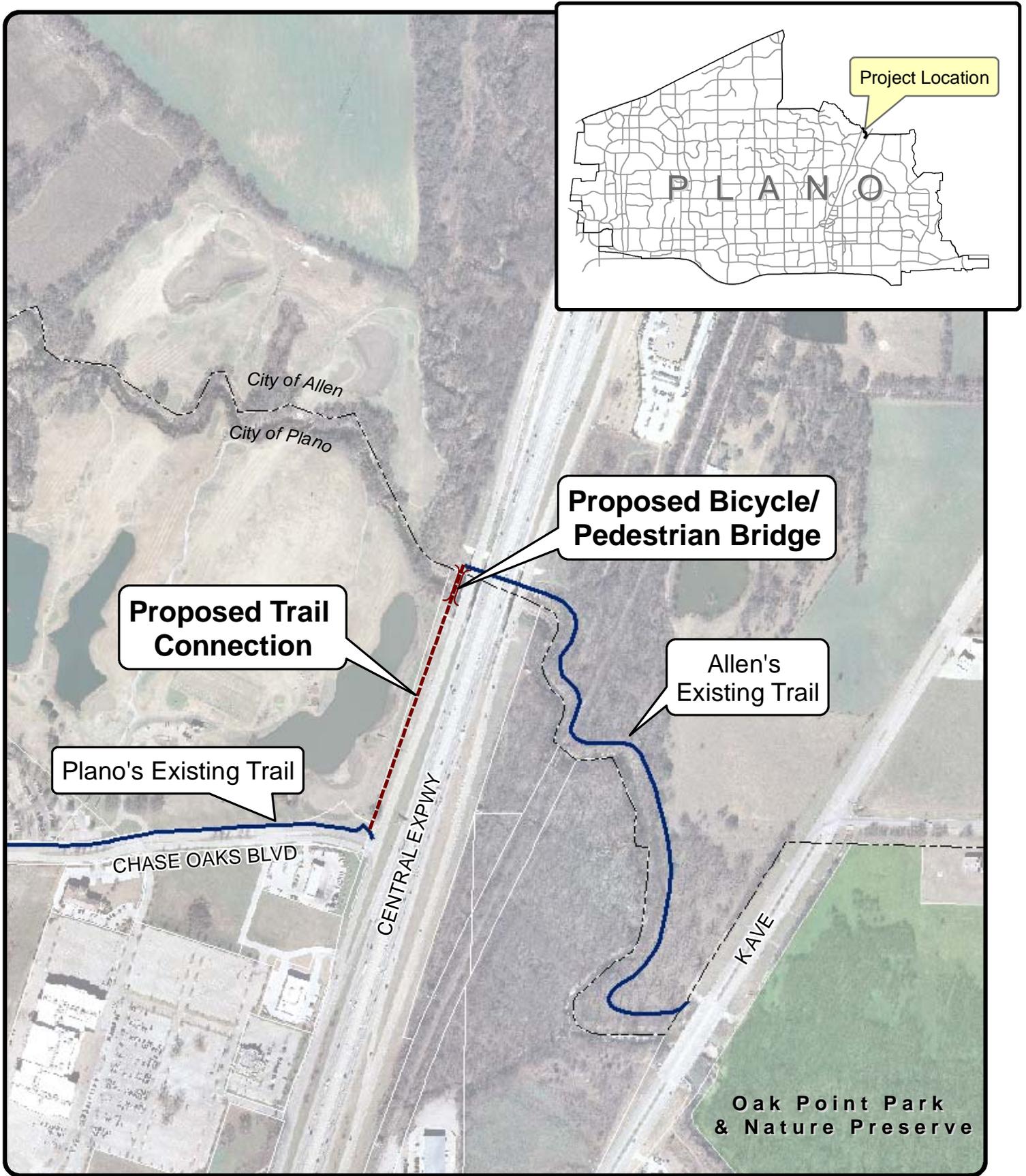
**CITY OF PLANO
COUNCIL AGENDA ITEM**

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



Location Map

Trail Connection at Rowlett Creek



CHASE OAKS TRAIL CONNECTOR (AT ROWLETT CREEK)

PROJECT NO. 6109

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **BW2 ENGINEERS, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **CHASE OAKS TRAIL CONNECTOR (AT ROWLETT CREEK)** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY

NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Public Works & Engineering Department
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:

BW2 Engineers, Inc.
1919 South Shiloh Road, Suite 500, LB 27
Garland, TX 75042
Attn: Jim Waldbauer

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.

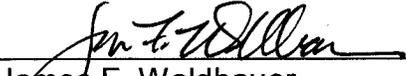
G. Authority to Sign:

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.

BW2 ENGINEERS, INC.
A Texas Corporation

DATE: 11/9/10

BY: 
James F. Waldbauer
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

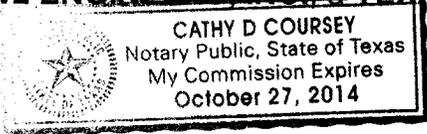
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9th day of November, 2010, by **JAMES F. WALDBAUER, VICE PRESIDENT**, of **BW2 ENGINEERS, INC., a TEXAS** corporation, on behalf of said corporation.



Cathy D. Coursey
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **THOMAS H. MUEHLENBECK, 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
CHASE OAKS TRAIL CONNECTOR PROJECT
(AT ROWLETT CREEK)

BASIC SERVICES

A. Pre-Design

1. Meet with City of Plano and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. After completion of design survey, review existing conditions and prepare a schematic design of proposed improvements. Schematic design will be reviewed with City Staff and modified as needed for use as the proposed improvements.

B. Design Survey

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located horizontally and referenced by utility name (i.e. T.U. Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. When underground utilities are exposed, tie to project control baseline.
6. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

C. Plans, Specifications and Estimate

1. Prepare construction plans for the trail and pedestrian bridge. Prepare the following sheets at the appropriate engineering scale:
 - Cover sheet.
 - Project layout control sheet(s).
 - Summary of Quantities sheet.
 - Typical sections and construction detail sheets.
 - Erosion control plans.
 - Trail plan & profile sheets.
 - Pedestrian bridge sheets including structural design.
 - Traffic Control Plans.
 - Drainage/Channel Sheets (if required).

- SWPPP sheets meeting EPA and City of Plano requirements, if required.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Meet with City of Plano staff to discuss City comments on construction plans, specifications and cost estimates.
4. Revise and finalize preliminary plans incorporating comments from the City of Plano. Also meet and coordinate plans with the City of Allen, as directed by the City of Plano.
5. Incorporate comments from the utility companies.
6. Finalize special technical specifications and special conditions (if any).
7. Incorporate standard details into the construction plans and prepare additional details as required.

D. Bid Phase Services and Meetings

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Prepare and distribute addenda to bid documents as necessary.
4. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
5. Submit a CD-ROM disk of the bid set plans in a PDF format.
6. Provide bid tabulation to the City of Plano.
7. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
8. Furnish ten sets of full size and three sets of half size final construction plans and one set of the contract documents manual to the City for construction.

E. Meetings

BW2 Engineers, Inc. will attend a pre-bid conference and a pre-construction meeting at the City of Plano, if requested.

SPECIAL SERVICES

F. Hydraulic Analyses and Permitting

The Engineer will complete the following services in relation to hydraulic analyses and permitting for the proposed pedestrian bridge.

1. Engineer will secure the existing hydraulic models for Rowlett Creek within the project area. The existing HEC-2 model and floodway model will be updated based on newly obtained topographic information. If possible, the models will be converted to HEC-RAS format. The models will be reviewed to determine resulting water surface elevations, velocities and floodway location. This updated information will serve as the existing condition model for hydraulic design calculations.

The existing condition model will then be modified for the proposed trail and pedestrian bridge crossing. The initial model for proposed conditions will be based on the preliminary design plans prepared by BW2. The proposed improvements will be incorporated into the hydraulic model and resulting impacts will be determined. This will include impacts to:

1. Water surface elevations.
2. Channel and overbank velocities.
3. Valley storage within the floodplain.

Based on the results of the initial analysis, BW2 will modify the proposed condition model, as necessary. These adjustments may include relocation and/or resizing of the proposed pedestrian bridge and related appurtenances in order to minimize effects to the water surface elevations, velocities, and/or valley storage.

2. The hydraulic results and design evaluations will be summarized in a technical hydraulic report. The report will tabulate baseline conditions with respect to flood elevations, channel velocities, stream conveyance properties, and valley storage within the project area. The impacts of the proposed improvements will also be documented.

The report will also outline any necessary regulatory permits that may be required to implement the proposed improvements. Engineer will provide two (2) copies of the report for review and comment, and appropriate revisions will be made.

3. Rowlett Creek has been included in the National Flood Insurance Program as a detailed study area. A submittal to FEMA is included for a Conditional Letter of Map Revision (CLOMR). The CLOMR submittal will be prepared after the acceptance of any revisions to the aforementioned report. Engineer shall prepare the necessary documents for the CLOMR submittal and shall provide the coordination with FEMA during their review. A draft of the CLOMR submittal shall be provided to the City of Plano for review and comment. BW2 shall make appropriate revisions to the submittal to receive acceptance from FEMA.
4. Following the completion of the construction, a final LOMR will be submitted to revise the FIS maps. The LOMR submittal will be based on record drawings, with the assistance of the contractor in preparation of record drawings, and limited field survey by BW2 for verification. BW2 shall prepare the necessary documents for the LOMR submittal and shall provide the coordination with FEMA during their review.

It is assumed that no Section 404 Permit will be required as it is the intent to span the entire creek with the proposed pedestrian bridge.

G. Right-of-Way and/or Easement Document Services

BW2 will perform the services required to create easement documents for two (2) parcels in relation to the subject project. The proposed trail and pedestrian bridge alignment, in conjunction with other data, will be utilized in determining the limits of easements required. The easement documents will include a certified plat map and a certified description for each parcel created to the standards of the *Manual of Practice for Land Surveying in the State of Texas*. The datum for this survey will be the Texas State Plane Coordinate System, North Central Zone.

H. Geotechnical Services

BW2 will retain the services of a geotechnical engineering firm to perform necessary soils investigations and provide recommendations for use during the design of the pedestrian bridge structural elements. This will include exploring subsurface soil conditions, obtaining physical soil properties by laboratory testing and providing recommendations for use during design of the pedestrian bridge. In general, the field investigation will consist of two (2) soil borings, one on each side of the main channel of Rowlett Creek (outside the top of bank) to a depth of 50' below grade or 10' into gray limestone, whichever is shallower.

ADDITIONAL SERVICES

The following items are excluded from this agreement, however, BW2 Engineers, Inc. can provide these services under separate agreement on an hourly basis and/or agreed upon fee:

- **Construction Administration Services**

EXHIBIT B
SCHEDULE OF WORK
CHASE OAKS TRAIL CONNECTOR PROJECT
(AT ROWLETT CREEK)

SCHEDULE

Plans and specifications will be submitted according to the following schedule for completion, for review by the City prior to submittal of final documents. These will be submitted to the City of Plano Trail System Planner.

Percentage of Completion	Date of Submittal
Schematic Plans/Design Survey	6 weeks
50% Plans and Estimate	8 weeks
90% Plans w/Specifications and Estimate	8 weeks
100% Plans, Specifications and Estimate	4 weeks

Note that the above schedule is for BW2 Engineers, Inc. work effort only and does not include time required for review, other subconsultant services (geotech), and approval by the City of Plano and/or other regulatory agencies.

EXHIBIT C
COMPENSATION AND METHOD OF PAYMENT
AND
OPINION OF PROBABLE CONSTRUCTION COST
CHASE OAKS TRAIL CONNECTOR PROJECT
(AT ROWLETT CREEK)

To assist in evaluating the appropriate compensation for the project, BW2 Engineers, Inc. has prepared an Opinion of Probable Construction Cost for the project. A copy of this estimate is provided in this section. The Opinion of Probable Construction Cost for the project is \$413,206.50. BW2 Engineers, Inc. provides the following fees for the scope of services as outlined in Attachment A, defined herein.

Fees

Basic Services <i>(Includes Design Surveying, Bid Phase Services, Meetings)</i>	\$ 40,800.00
Special Services <i>(Includes Hydraulic Analyses, Permitting, Easement Documents, and Geotechnical Services)</i>	\$ 15,725.00
Reimbursable Expenses	\$ <u>750.00</u>
Total Fixed Fee:	\$ 57,275.00

Basis for Compensation

BW2 Engineers, Inc. will perform the services outlined herein for a lump sum fee of \$57,275.00. Upon the execution of this agreement approval, BW2 will begin work on the tasks outlined herein.

Reimbursable expenses are those incurred by BW2 Engineers, Inc. which are not included in our Basic Services and Special Services fees. These costs will be invoiced separately at a cost of 1.1 times the actual expense incurred unless otherwise specified. We propose a budget of \$750 for these expenses. This budget will not be exceeded by BW2 Engineers, Inc. without the formal approval of the City of Plano. These costs include:

1. Printing of plan and specification sets in addition to bid sets specified (e.g., interim review sets (quantity undetermined), etc.)
2. Long-distance communication charges
3. Courier or delivery service
4. Postage
5. Travel outside of the metroplex

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."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 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
1,000,000 |
| <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

I, the undersigned declare that I am authorized to make this statement on behalf of BW2 Engineers, Inc., and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of BW2 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."

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

BW2 ENGINEERS, INC.

Name of Contractor

By:

James F. Waidebauer
Signature

JAMES F. WAIDBAUER

Print Name

VICE PRESIDENT

Title

11/9/10

Date

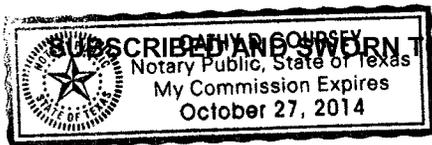
STATE OF TEXAS

§

§

COUNTY OF DALLAS

§



Subscribed and sworn to before me this 9th day of November, 2010.

Cathy D. Coursey
Notary Public, State of Texas

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**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:		12/07/10		
Department:		Public Safety Services and Technology		
Department Head		Bruce D. Glasscock		
Agenda Coordinator (include phone #): Dee Dee Falls, ext. 7747				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, adopting a 2011 State Legislative Program for the City of Plano, Texas; directing the City Manager or his designee to act with regard to the City's Legislative Program; 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:	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: This item has no fiscal impact.				
SUMMARY OF ITEM				
Adopting City of Plano 2011 Legislative Program.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

A Resolution of the City Council of the City of Plano, Texas, adopting a 2011 State Legislative Program for the City of Plano, Texas; directing the City Manager or his designee to act with regard to the City's Legislative Program; and providing an effective date.

WHEREAS, the 82nd Texas Legislature will convene in January of 2011; and

WHEREAS, it is anticipated that many legislative issues affecting local government will be considered during this Session; and

WHEREAS, City Staff prepared the recommended City of Plano 2011 Legislative Program attached hereto as Exhibit "A" and the Legislative Program has been reviewed by the City Council of the City of Plano; and

WHEREAS, the City Council is of the opinion that such Legislative Program is in the best interest of the City and its citizens, should be adopted, and should be forwarded for consideration by the Legislature; and

WHEREAS, the City Council is of the further opinion that the City Manager or his designee should be directed to take action with regard to the Legislative Program as outlined below.

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

Section I. The City of Plano 2011 Legislative Program that is attached hereto as "Exhibit A" is hereby adopted and approved as the Legislative Program for the City of Plano.

Section II. The City Manager or his designee is directed to communicate the items included in the City's Legislative Program to the members of the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members and others designated by the City Manager.

Section III. For those items designated as "support", the City Manager or his designee is directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. The City Manager's efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

Section IV. For those items designated as "oppose", the City Manager or his designee is directed to attempt to impede the passage of any such legislation.

Section V. It is recognized this policy will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized to act on behalf of the City consistent with the necessary broad policy concerns set forth in this program.

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

DULY PASSED AND APPROVED this 7th day of December, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"

City of Plano 2011 Legislative Program

Support legislation that would: (Bold = Priority Focus)

Public Safety

- Authorize use of sobriety checkpoints as deterrent and enforcement tool for intoxicated drivers.
- **Oppose any legislation that would mandate Collective Bargaining on cities**

Utilities

- Requires timely relocation of utilities.
- Provide a means of funding for the placement of utilities underground and alternative routing.

Transportation

- **Funding for regional rail transit and other transportation initiatives.**

Water

- **Requires wholesale pricing of water to encourage conservation.**
- **Protection and acquisition of sites for reservoir development.**

Civil Service

- Oppose any legislation that would further limit or erode police chief or fire chief's authority to effectively manage their departments.

Economic Development

- **Amendment of tax increment financing authority to:**
 - **Extend the duration of existing TIF districts;**
 - **Permit use of all revenue for Section 380 grants;**
 - **Permit the creation of new TIF districts with school district participation;**
 - **Permit the creation of TIF districts to support regional rail development.**
- Provide clear authorization to use Chapter 380 grants for housing rehabilitation or incentive programs.

Endorse legislation that is:

Consistent with the legislative programs of the Texas Municipal League (TML), Texas Coalition for Affordable Power (TCAP), Texas Coalition of Cities for Utility Issues (TCCFUI), Dallas Area Rapid Transit (DART) and Texas Civil Service Cities Coalition, except to extent it conflicts with City of Plano position.

- Consistent with Region C plan and reservoir development.

Oppose legislation that would:

- **Oppose any legislation that would erode or otherwise diminish local governmental authority or resources.**
- **Oppose legislation that imposes an unfunded duty, responsibility or standard on local government.**



**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:	12/7/2010
Department:	Customer and Utility Services
Department Head	Mark Israelson
Agenda Coordinator (include phone #): Nancy Rodriguez X7510	

CAPTION

A Resolution of the City of Plano, Texas, authorizing the Cities Aggregation Power Project, Inc. (CAPP) to negotiate an extension to the current electric supply and necessary related services agreement with Next Era for a fixed price per kWh that is lower than contract rates for 2011-2013, said extension to continue until December 31, 2018; authorizing CAPP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing the Chairman of CAPP to execute an extension to the current electric supply agreement for deliveries of electricity effective January 1, 2011, or as soon after finalization of a contract as possible; committing to budget for energy purchases and to honor the City's commitments to purchase power through CAPP for its electrical needs through December 31, 2018; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Overlapping several fiscal years, period: 1/1/2011 through 12/31/2018				
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	-598,930	0	-598,930
BALANCE	0	-598,930	0	-598,930

FUND(s): **VARIOUS CITY FUNDS**

COMMENTS: Cost savings realized by modifying and extending the current agreement are projected to reduce next year's electricity price by about 1 cent per kWh, with an estimated savings to Plano of approximately \$598,930 for the first year. (Providing that the energy price to be paid per kWh in 2011-2013 is less than the current contract price for 2011-2013.)

STRATEGIC PLANO GOAL: A contract that reduces prices for the next three years and extends a fixed price for energy through December 31, 2018 is related to a "Financially Strong City with Service Excellence".

SUMMARY OF ITEM

Resolution to Amend and Extend the current Cities Aggregation Power Project (CAPP) Blended Electricity Contract through December 31, 2018.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Cover Memo	Other Departments, Boards, Commissions or Agencies

MEMORANDUM

TO: City Council

THROUGH: Thomas H. Muehlenbeck, City Manager

FROM: Mark Israelson, Assistant City Manager

DATE: November 22, 2010

RE: Electric Rates for 2011 and Beyond

Members of CAPP have an opportunity to reduce next year's prices and achieve significant savings over the next three years by amending and extending the existing electricity supply agreement.

Background

The current contract is referred to as a four-party agreement. It contractually commits CAPP to Next Era (aka, Florida Power & Light) as supplier and Direct Energy Business Services ("DEBS") as retail electric provider responsible for customer accounts and billing. Each CAPP member was required to pass a resolution agreeing to be bound by the four-party agreement and pledging to sign an individual customer energy supply agreement with DEBS. The current contract became effective on January 1, 2009 and will expire December 31, 2013. Under ordinary circumstances, bids for power to meet member needs in 2014 and beyond would not have commenced until sometime in 2012.

In June, CAPP received an unsolicited offer for a block of base load energy to be available in 2014 from distressed generation assets to be purchased by some West Texas investors and backed by J.P. Morgan. The indicative pricing looked favorable for a five-to-twelve-year commitment.

The CAPP Board was interested in the proposal and directed R.J. Covington Consulting to perform a due diligence evaluation of the proposed pricing. Consultants were able to obtain several comparable offers, including an offer from Next Era. However, Next Era indicated that while they were willing to discuss the block power commitment, better pricing could be offered in a blend and extend arrangement. Their blend and extend proposal contained more favorable pricing with less risk than any other offer. Next Era proposed to liquidate the gas futures contracts obtained in 2008 to serve CAPP load through 2013 and to purchase new gas futures contracts at lower prices to serve CAPP's full requirements through 2018. The energy price offered to members would be fixed for eight years subject to the same adjustment provisions (for ancillary services, nodal market prices and changes to total member load) in the current contract. Generally speaking, members would see a reduction in next year's price of about 1¢ per kWh. Plano's estimated savings would be approximately \$598,930.36.

Do Near-Term Savings Justify a Five Year Extension?

Two factors largely determine electric prices in the Texas deregulated market: natural gas futures prices and heat rates which are in turn influenced by market perceptions of available generation capacity. At this point in time, natural gas prices are low and stable; and there is excess capacity.

An optimistic forecast would indicate that natural gas prices will remain around current levels for the next three or four years. To pass on an offer to reduce current contract rates and achieve a fixed price guarantee for eight years, one has to count on gas prices continuing to decline and for electric generation supply to remain comfortably greater than peak demand at least through the end of 2013. Even if gas prices decline so as to justify a lower rate in 2013 for the 2014-2016 period, it is unlikely that the rate would be sufficiently lower to justify foregoing the potential near-term savings afforded by a blend and extend arrangement.

A Resolution of the City of Plano, Texas, authorizing the Cities Aggregation Power Project, Inc. (CAPP) to negotiate an extension to the current electric supply and necessary related services agreement with Next Era for a fixed price per kWh that is lower than contract rates for 2011-2013, said extension to continue until December 31, 2018; authorizing CAPP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing the Chairman of CAPP to execute an extension to the current electric supply agreement for deliveries of electricity effective January 1, 2011, or as soon after finalization of a contract as possible; committing to budget for energy purchases and to honor the City's commitments to purchase power through CAPP for its electrical needs through December 31, 2018; and providing an effective date.

WHEREAS, the City of Plano, Texas (City) is a member of Cities Aggregation Power Project, Inc. ("CAPP"), a nonprofit political subdivision corporation dedicated to securing electric power for its 102 political subdivision members in the competitive retail market; and

WHEREAS, CAPP negotiated favorable contract terms and a reasonable commodity price for delivered electricity since 2002 resulting in significant savings for its members; and

WHEREAS, the City's current contract for power with Next Era arranged through CAPP expires December 31, 2013; and

WHEREAS, the CAPP Board of Directors is currently considering a blend and extend contract with Next Era with indicative retail energy prices that will reduce the prices under the current contract for the next three years and extend a fixed price for energy through December 31, 2018; and

WHEREAS, the current contract is a master agreement between CAPP and Next Era endorsed by contract with individual CAPP members; and

WHEREAS, CAPP must be able to commit contractually to prices in a blend and extend contract amendment within a 24-hour period in order to lock-in favorable prices; and

WHEREAS, experiences in contracting for CAPP load since 2002 demonstrated that providers demand immediate response to an offer and may penalize delay with higher prices; and

WHEREAS, suppliers demand assurance that CAPP will pay for all contracted load; and

WHEREAS, the City must assure CAPP that it will budget for energy purchases and honor its commitments to purchase power for its electrical needs through CAPP for the period beginning January 1, 2011, and extending through December 31, 2018; and

WHEREAS, CAPP intends to continue to contract with Next Era (power supply) and Direct Energy (billing, administrative and other customer services); and

WHEREAS, the current contractual relationships between CAPP and Next Era and Direct Energy have been beneficial and cost effective for CAPP members and the City.

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

Section I. That the CAPP Board and its consultants and advisors are agents authorized to negotiate for the City's electric power needs as a member of CAPP and extend the current supply agreement through December 31, 2018.

Section II. That the City approves CAPP extending its current contract with Next Era for the supply of electric power and related, necessary services for the City for a term to begin January 1, 2011 or as soon after finalization of a contract as possible and extending up to December 31, 2018, so long as the extension results in savings over the current contract term of 2011-2013 and results in fixed prices through December 31, 2018.

Section III. That the Chairman of CAPP is hereby authorized to sign a Commercial Electricity Supply Agreement ("CESA") for the City pursuant to the contract approved and recommended by the CAPP Board of Directors within 24 hours of said approval and recommendation, provided that the energy price to be paid per kWh in 2011-2013 is less than the current contract price for 2011-2013 resulting in savings for the City and that the fixed price for the period 2011-2013 will continue through December 31, 2018.

Section IV. That the City will budget and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement arranged by CAPP and the CESA signed by the Chairman of CAPP on behalf of the City for the term beginning January 1, 2011 or as soon after finalization of a contract as possible and extending up to December 31, 2018.

Section V. That a copy of the resolution shall be sent to Mary Bunkley with the City Attorney's office in Arlington and Geoffrey M. Gay, legal counsel to CAPP.

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

DULY PASSED AND APPROVED this the 7th day of December, 2010

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/7/2010		
Department:		Development Business Center		
Department Head		Frank F. Turner		
Agenda Coordinator (include phone #): Sherry Jackson - Ext. 7122				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a fourth amendment to the development agreement between the City of Plano, Texas, and Pinnacle AMS Development Company, LLC (now Southern/Pinnacle AMS Development Company, LLC), for development of Eastside Station – Plano; authorizing its execution by the City Manager or his 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:	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: This item has no fiscal impact.				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a fourth amendment to the development agreement between the City of Plano, Texas, and Pinnacle AMS Development Company, LLC (now Southern/Pinnacle AMS Development Company, LLC), for development of Eastside Station – Plano; authorizing its execution by the City Manager or his designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed fourth amendment to the development agreement for the development of Eastside Station - Plano, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Fourth Amendment”); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the 7th day of December 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF PLANO, TEXAS AND
SOUTHERN/PINNACLE AMS DEVELOPMENT COMPANY, LLC FOR
DEVELOPMENT OF EASTSIDE STATION - PLANO**

THIS FOURTH AMENDMENT (“Amendment”) to the Development Agreement Between the City of Plano, Texas, and Southern/Pinnacle AMS Development Company, LLC for Development of Eastside Station – Plano ("Agreement") is entered into by and between the City of Plano, a Texas municipal corporation of Collin County, Texas (the "City"), acting by and through its duly authorized officers, and Southern/Pinnacle AMS Development Company, LLC, a Texas limited liability company (Southern) and together collectively referred to as the “Parties”;

RECITALS:

WHEREAS, the Parties have previously entered into three amendments to the Agreement; and

WHEREAS, the Parties desire to further amend the Agreement to allow additional time for Southern to perform its obligations as set forth in the Agreement as previously amended.

NOW THEREFORE, the parties agree that the following provisions of the Agreement are amended as follows:

1. Section I A 1. is amended to read:

1. Southern will acquire fee title to the real property located at 930 15th Street, Plano, Texas 75074 (“Eisenberg property”) by no later than January 1, 2012.

2. Section I B 3. is amended to read:

3.Southern will obtain all necessary permits from the City, which shall not be unreasonably withheld, conditioned or delayed by the City and begin construction of the Development no later than January 1, 2012. Construction shall be deemed to have begun when Southern actually commences site work (i.e., demolition, grading or clearing) on the Property;

3. Section 8 B is amended to read:

B. Notwithstanding the above, in the event Southern does not commence construction of the Development by January 1, 2012, the City's sole remedy shall be that the City grant of the Property shall become null and void and Southern shall execute any and all documents necessary to convey the Property to the City. All expenses associated with the conveyance of the Property back to the City, including reasonable attorney fees, shall be the responsibility of Southern.

4. Section 8 C is amended to read:

C. If Southern commences construction of the Development and Public Improvements identified in the Budget by January 1, 2012 but fails to complete the entire Development by August 1, 2013, subject to the cure provisions in Section 8 City may, as an alternative to, but not in addition to the remedies set forth in Section 8A above, be entitled to the remedy of payment from Southern, not as a penalty but as liquidated damages, an amount using the following formula: $A \times B = C$, where A is the amount of the Construction Allowance and payments made pursuant to Section 2.E. above actually advanced or paid to Southern by the City, B is the percentage of the Development not ready for occupancy as of August 1, 2013, and C is the amount of liquidated damages to which the City is entitled.

5. All other terms of the Agreement not amended by this Amendment remain in full force and effect.

EXECUTED on the _____ day of _____, 2010.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: _____
Thomas H. Muehlenbeck, City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

SOUTHERN/PINNACLE AMC DEVELOPMENT
COMPANY LLC, a Texas limited liability company

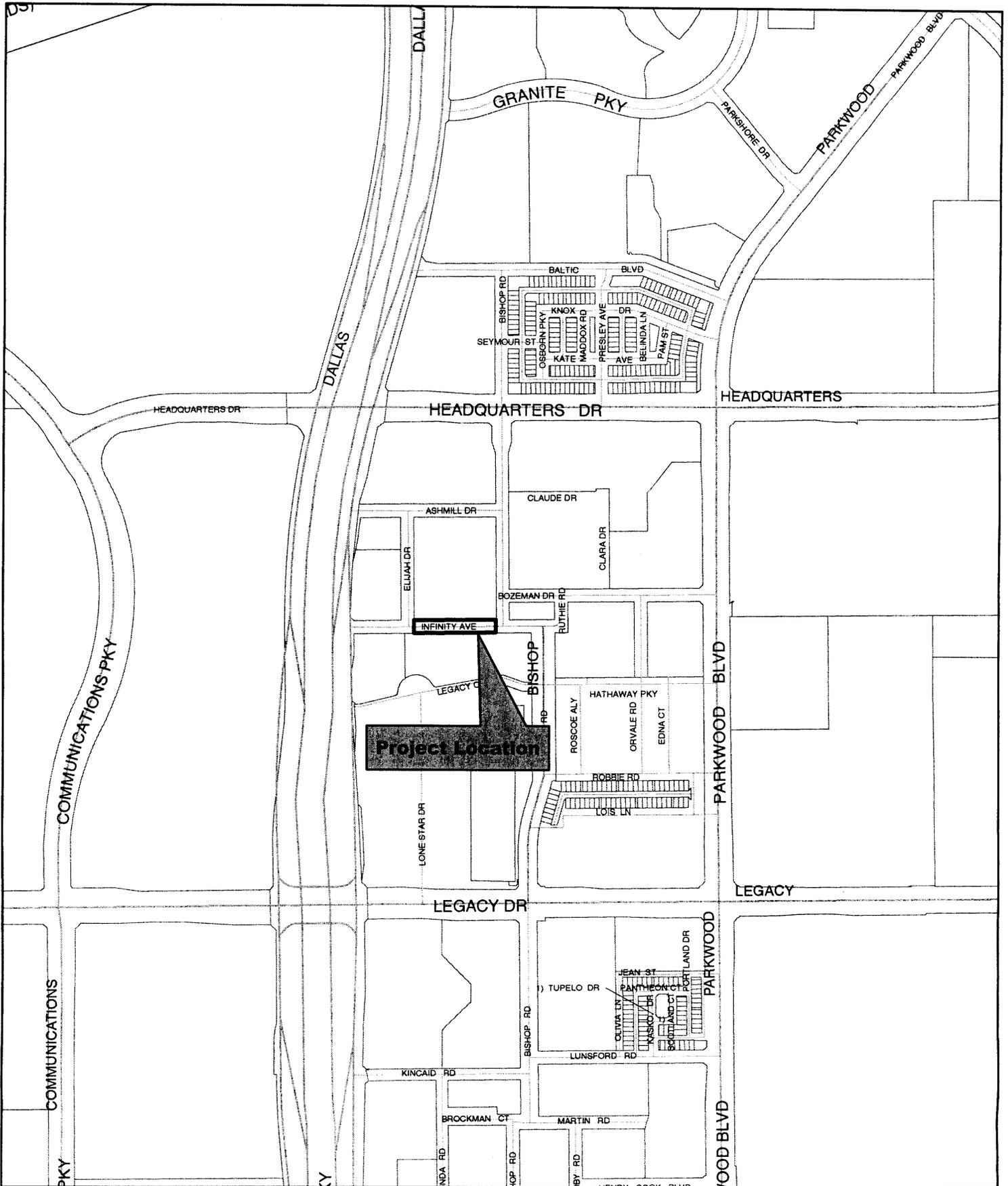
By: _____
Name: Kent Plemons
Title: Vice President - Development



**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:		12/7/10			
Department:	Public Works & Engineering				
Department Head	Alan L. Upchurch				
Agenda Coordinator (include phone #):		Irene Pegues (X-7152)		Proj. #6796	
CAPTION					
<p>An ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 60-foot wide Fire Lane, Access and Utility Easement recorded in Cabinet 2006, Page 148 of the Map Records of Collin County, Texas and being situated in the Henry Cook Survey, Abstract No. 183, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, KDC Legacy North Investments I, L.P. to the extent of its interest; authorizing the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL FUND AND GENERAL OBLIGATION DEBT FUND					
<p>COMMENTS: Approval of this ordinance will allow the City to abandon all rights, title and interest to a 60-foot wide Fire Lane, Access and Utility Easement and will add this land back on the tax rolls and subsequently, increase property tax receipts. The specific revenue increase associated with this property is undeterminable at this time.</p> <p>STRATEGIC PLAN GOAL: Abandoning easements for development relates to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.</p>					
SUMMARY OF ITEM					
<p>Abandonment of this easement will facilitate the construction of an approximately 300,000 square foot regional headquarters office building and supporting parking garage, bringing over 500 new jobs to Plano and furthering the development of the Legacy Town Center North.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map			N/A		

Abandonment of Part a 60' Firelane Access & Utility Easement



Location Map

An ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 60-foot wide Fire Lane, Access and Utility Easement recorded in Cabinet 2006, Page 148 of the Map Records of Collin County, Texas and being situated in the Henry Cook Survey, Abstract No. 183, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, KDC Legacy North Investments I, L.P. to the extent of its interest; authorizing the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain 60-foot wide Fire Lane, Access and Utility Easement recorded in Cabinet 2006, Page 148 of the Map Records of Collin County, Texas Right-of Way (hereinafter called "Easement") being situated in the Henry Cook Survey, Abstract No. 183, which is located within the City limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" and Exhibit "B-1" attached hereto and incorporated herein by reference; and

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 7th day of December, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "B"

PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting a 60'-0 firelane, access and utility easement (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:
To facilitate constructing an approximately 300,000 square foot regional headquarters office building and supporting parking garage.
2. The following public interest will be served as a result of the abandonment:
This will facilitate the construction of the above noted office project bringing over 500 new jobs to Plano and furthering the development of the Legacy Town Center North.
3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as **Exhibit "B-1"**.
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.
6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**

and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment and closing of the Right-of-Way by City.

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Right-of-Way will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

100% by KDC Legacy North Investments I, L.P.

8. Owners shall also prepare a map or drawing showing the Right-of-Way to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "A-1"**.
9. Owners shall also prepare a separate field note description for each portion of the Right-of-Way to be quitclaimed to each abutting property owner. This description shall be attached hereto and incorporated herein as **Exhibit "D-1"**.

(Not applicable)

[Reminder of page blank]

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

KDC Legacy North Investments I, L.P.
Typed Name of Owner

8115 Preston Road, Suite 700
Address

Dallas, Texas 75225
City, State and Zip

Dated: 11/15/10


Signature of Owner

Contact Person for Property Owners:

Name: Scott Ozymy

Phone No: 214-696-1700

FOR DEPARTMENTAL USE ONLY

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

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



Public Works & Engineering Department
City of Plano, Texas

EXHIBIT A-1

0.517 ACRE

ABANDONMENT OF PART OF FIRELANE, ACCESS & UTILITY EASEMENT

BEING a tract of land out of the Henry Cook Survey, Abstract No. 183, City of Plano, Collin County, Texas, being part of Infinity Avenue, a 60-foot wide firelane, access & utility easement per the plat of Legacy Town Center (North), an addition to the City of Plano recorded in Cabinet 2006, Page 148, Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap found at the intersection of the west right-of-way line of Bishop Road (a 109-foot wide right-of-way) and the north right-of-way line of said Infinity Avenue; said point being the southeast corner of Lot 2, Block C;

THENCE departing said north right-of-way line, South, a distance of 60.00 feet to a 5/8" iron rod with "KHA" cap set for corner in the north line of Lot 6, Block C, Legacy Town Center (North), an addition to the City of Plano, Texas according to the plat recorded in Cabinet 2006, Page 440, Map Records of Collin County, Texas;

THENCE with said north line, West, a distance of 375.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

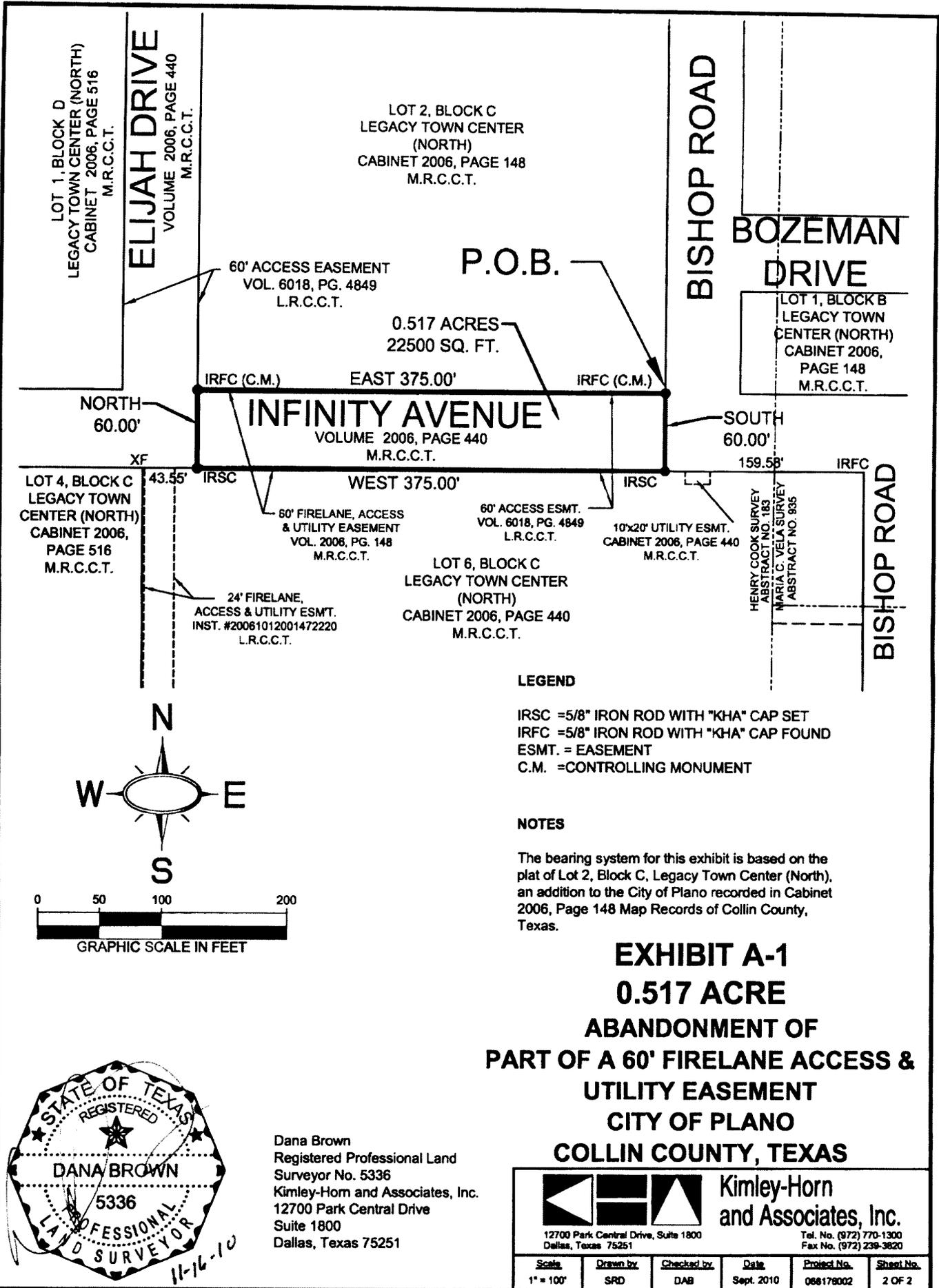
THENCE departing said south right-of-way line, North, a distance of 60.00 feet to a 5/8" iron rod with "KHA" cap found at the intersection of said north right-of-way line of Infinity Avenue and the east right-of-way line of Elijah Drive (a 60-foot wide right-of-way); said point also being the southwest corner of said Lot 2, Block C;

THENCE with the south line of said Lot 2, Block C, East, a distance of 375.00 feet to the **POINT OF BEGINNING** and containing 0.517 acre or 22,500 square feet of land.

Dana Brown

Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251-1516





LOT 1, BLOCK D
LEGACY TOWN CENTER (NORTH)
CABINET 2006, PAGE 516
M.R.C.C.T.

ELIJAH DRIVE
VOLUME 2006, PAGE 440
M.R.C.C.T.

LOT 2, BLOCK C
LEGACY TOWN CENTER
(NORTH)
CABINET 2006, PAGE 148
M.R.C.C.T.

BISHOP ROAD

BOZEMAN DRIVE

LOT 1, BLOCK B
LEGACY TOWN CENTER (NORTH)
CABINET 2006,
PAGE 148
M.R.C.C.T.

60' ACCESS EASEMENT
VOL. 6018, PG. 4849
L.R.C.C.T.

P.O.B.

0.517 ACRES
22500 SQ. FT.

IRFC (C.M.) EAST 375.00' IRFC (C.M.)

INFINITY AVENUE

VOLUME 2006, PAGE 440
M.R.C.C.T.

NORTH
60.00'

SOUTH
60.00'

LOT 4, BLOCK C
LEGACY TOWN CENTER (NORTH)
CABINET 2006,
PAGE 516
M.R.C.C.T.

IRSC WEST 375.00' IRSC

60' FIRELANE, ACCESS & UTILITY EASEMENT
VOL. 2006, PG. 148
M.R.C.C.T.

60' ACCESS ESMT.
VOL. 6018, PG. 4849
L.R.C.C.T.

10'x20' UTILITY ESMT.
CABINET 2006, PAGE 440
M.R.C.C.T.

LOT 6, BLOCK C
LEGACY TOWN CENTER (NORTH)
CABINET 2006, PAGE 440
M.R.C.C.T.

24' FIRELANE, ACCESS & UTILITY ESMT.
INST. #20061012001472220
L.R.C.C.T.

HENRY COOK SURVEY
ABSTRACT NO. 183
MARIA C. VELA SURVEY
ABSTRACT NO. 935

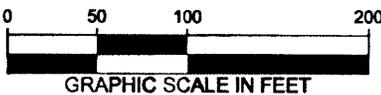
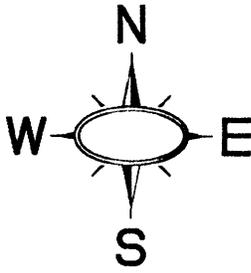
BISHOP ROAD

LEGEND

- IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
- IRFC = 5/8" IRON ROD WITH "KHA" CAP FOUND
- ESMT. = EASEMENT
- C.M. = CONTROLLING MONUMENT

NOTES

The bearing system for this exhibit is based on the plat of Lot 2, Block C, Legacy Town Center (North), an addition to the City of Plano recorded in Cabinet 2006, Page 148 Map Records of Collin County, Texas.



**EXHIBIT A-1
0.517 ACRE
ABANDONMENT OF
PART OF A 60' FIRELANE ACCESS &
UTILITY EASEMENT
CITY OF PLANO
COLLIN COUNTY, TEXAS**

Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12700 Park Central Drive
Suite 1800
Dallas, Texas 75251



		Kimley-Horn and Associates, Inc. 12700 Park Central Drive, Suite 1800 Dallas, Texas 75251 Tel. No. (972) 770-1300 Fax No. (972) 239-3620			
Scale 1" = 100'	Drawn by SRD	Checked by DAB	Date Sept. 2010	Project No. 068176002	Sheet No. 2 OF 2

EXHIBIT B-1

**0.374 ACRE
UTILITY EASEMENT**

BEING a tract of land out of the Henry Cook Survey, Abstract No. 183, City of Plano, Collin County, Texas, being part of Infinity Avenue, a 60-foot wide right-of-way per the plat of Legacy Town Center (North), an addition to the City of Plano recorded in Cabinet 2006, Page 440, Map Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with "KHA" cap found at the intersection of the west right-of-way line of Bishop Road (a 109-foot wide right-of-way) and the north right-of-way line of said Infinity Avenue; said point being the southeast corner of Lot 2, Block C, Legacy Town Center (North), an addition to the City of Plano, Texas according to the plat recorded in Cabinet 2006, Page 148, Map Records of Collin County, Texas;

THENCE departing said north right-of-way line, South, a distance of 16.50 feet to the **POINT OF BEGINNING**;

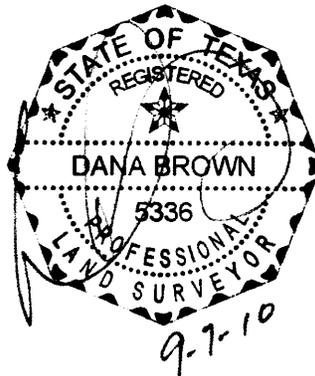
THENCE South, a distance of 43.50 feet to a 5/8" iron rod with "KHA" cap set for corner in the north line of Lot 6, Block C, first referenced Legacy Town Center (North);

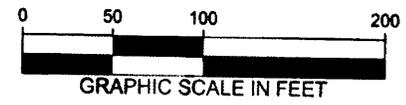
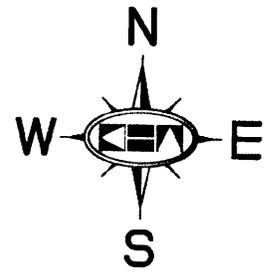
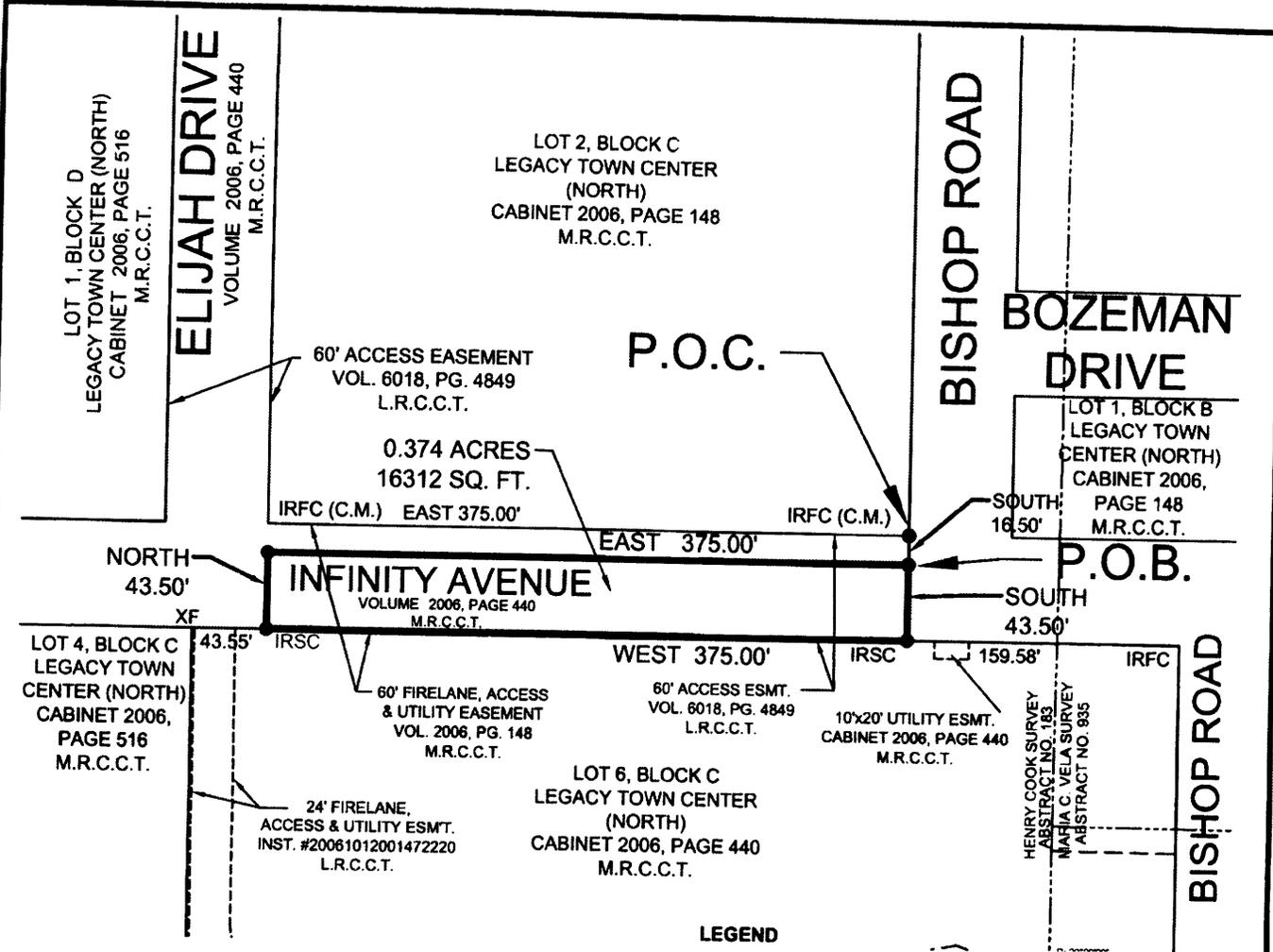
THENCE with said north line, West, a distance of 375.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE departing said north line, North, a distance of 43.50 feet to a point for corner;

THENCE East, a distance of 375.00 feet to the **POINT OF BEGINNING** and containing 0.374 acre or 16,312 square feet of land.

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251-1516





LEGEND

IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
 IRFC = 5/8" IRON ROD WITH "KHA" CAP FOUND
 ESMT. = EASEMENT
 C.M. = CONTROLLING MONUMENT

NOTES

The bearing system for this exhibit is based on the plat of Lot 2, Block C, Legacy Town Center (North), an addition to the City of Plano recorded in Cabinet 2006, Page 148 Map Records of Collin County, Texas.

EXHIBIT B-1
0.374 ACRE
UTILITY EASEMENT
CITY OF PLANO, COLLIN
COUNTY, TEXAS



Dana Brown
 Registered Professional Land
 Surveyor No. 5336
 Kimley-Horn and Associates, Inc.
 12700 Park Central Drive
 Suite 1800
 Dallas, Texas 75251

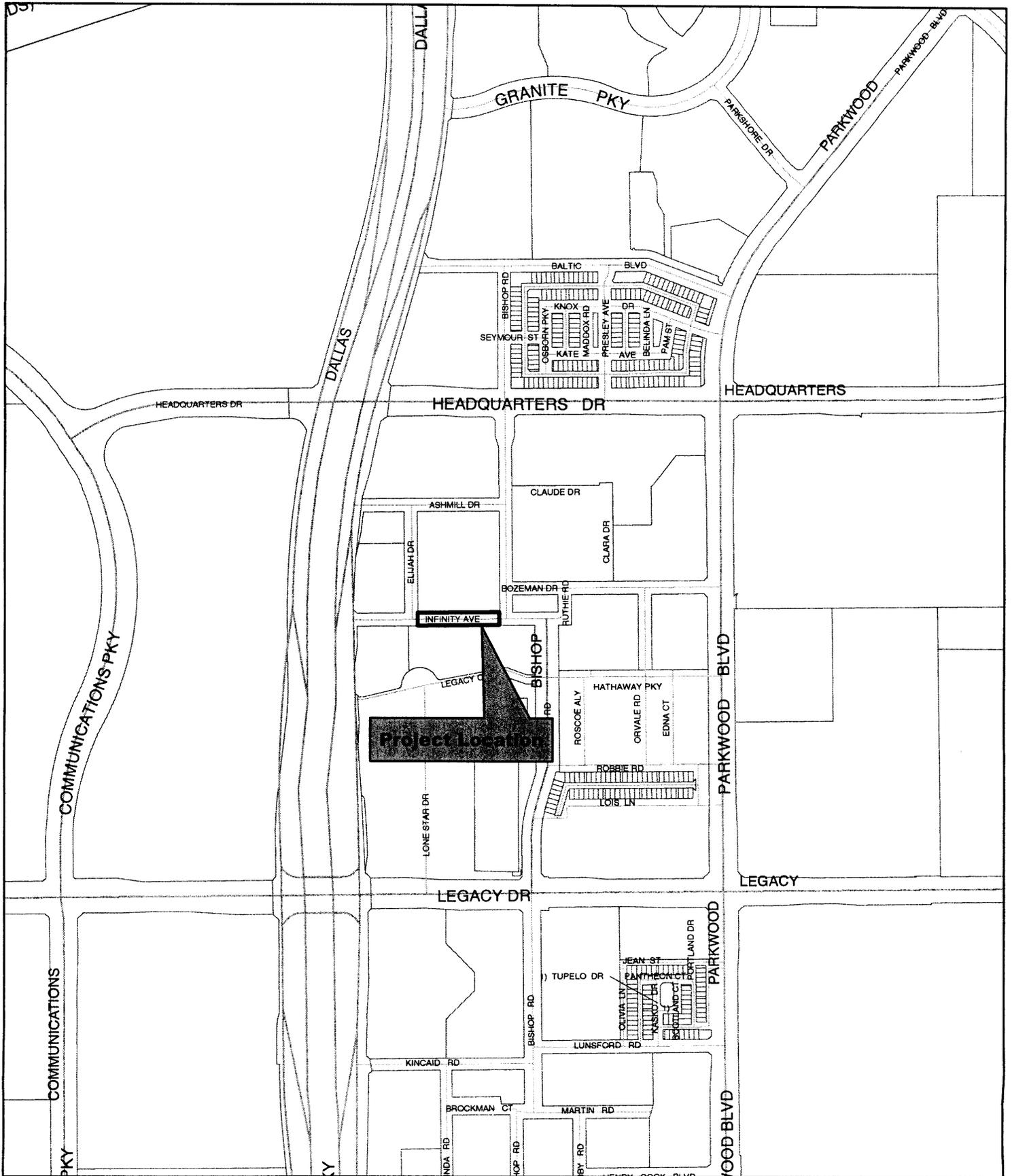
		Kimley-Horn and Associates, Inc.	
12700 Park Central Drive, Suite 1800 Dallas, Texas 75251		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
Scale 1" = 100'	Drawn by SRD	Checked by DAB	Date Sept. 2010
Project No. 068176002		Sheet No. 2 OF 2	



**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:		12/7/10			
Department:		Public Works & Engineering			
Department Head		Alan L. Upchurch			
Agenda Coordinator (include phone #): Irene Pegues (X-7152) Proj. #6796					
CAPTION					
An ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 60-foot wide Right-of-Way (Infinity Avenue) recorded in Cabinet 2006, Page 440 of the Map Records of Collin County, Texas and being situated in the Henry Cook Survey, Abstract No. 183, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, KDC Legacy North Investments I, L.P. to the extent of its interest; authorizing the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S): GENERAL FUND AND GENERAL OBLIGATION DEBT FUND					
COMMENTS: Approval of this ordinance will allow the City to abandon all rights, title and interest in and to a portion of a 60-foot wide Right-of-Way and will add this land back on the tax rolls and subsequently, increase property tax receipts. The specific revenue increase associated with this property is undeterminable at this time.					
STRATEGIC PLAN GOAL: Abandoning Right-of-Way for development relates to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.					
SUMMARY OF ITEM					
Abandonment of this Right-of-Way will facilitate the construction of an approximately 300,000 square foot regional headquarters office building and supporting parking garage, bringing over 500 new jobs to Plano and furthering the development of the Legacy Town Center North.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Location Map			N/A		

Abandonment of Part of Infinity Avenue



Project Location



Location Map

An ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 60-foot wide Right-of-Way (Infinity Avenue) recorded in Cabinet 2006, Page 440 of the Map Records of Collin County, Texas and being situated in the Henry Cook Survey, Abstract No. 183, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, KDC Legacy North Investments I, L.P. to the extent of its interest; authorizing the City Manager or his authorized designee, to execute any documents deemed necessary; and providing an effective date.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain 60-foot wide Right-of-Way (Infinity Avenue) recorded in Cabinet 2006, Page 440 of the Map Records of Collin County, Texas Right-of Way (hereinafter called "Right-of-Way") being situated in the Henry Cook Survey, Abstract No. 183, which is located within the City limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference; and

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 7th day of December, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "B"

PETITION FOR ABANDONMENT

[For Right-of-Way Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting a 60'-0 right of way for part of Infinity Avenue [*description and location of Right-of-Way*] (hereinafter called "Right-of-Way"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Right-of-Way.

1. The Owners are requesting the abandonment of the Right-of-Way for the following reasons:
To facilitate constructing an approximately 300,000 square foot regional headquarters office building and supporting parking garage.
2. The following public interest will be served as a result of the abandonment:
This will facilitate the construction of the above noted office project bringing over 500 new jobs to Plano and furthering the development of the Legacy Town Center North.
3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Right-of-Way as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Right-of-Way, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. If the Owners are providing a replacement right-of-way for the Right-of-Way requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement right-of-way and attach same to this Petition as **Exhibit "B-1"**.
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Right-of-Way to access or to serve their property.
6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable**

and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment and closing of the Right-of-Way by City.

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Right-of-Way will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

100% by KDC Legacy North Investments I, L.P.

8. Owners shall also prepare a map or drawing showing the Right-of-Way to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as **Exhibit "A-1"**.
9. Owners shall also prepare a separate field note description for each portion of the Right-of-Way to be quitclaimed to each abutting property owner. This description shall be attached hereto and incorporated herein as **Exhibit "D-1"**.

(Not applicable)

[Reminder of page blank]

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

KDC Legacy North Investments I, L.P.
Typed Name of Owner

8115 Preston Road, Suite 700
Address

Dallas, Texas 75225
City, State and Zip

Dated: 11/15/10


Signature of Owner

Contact Person for Property Owners:

Name: Scott Ozymy

Phone No: 214-696-1700

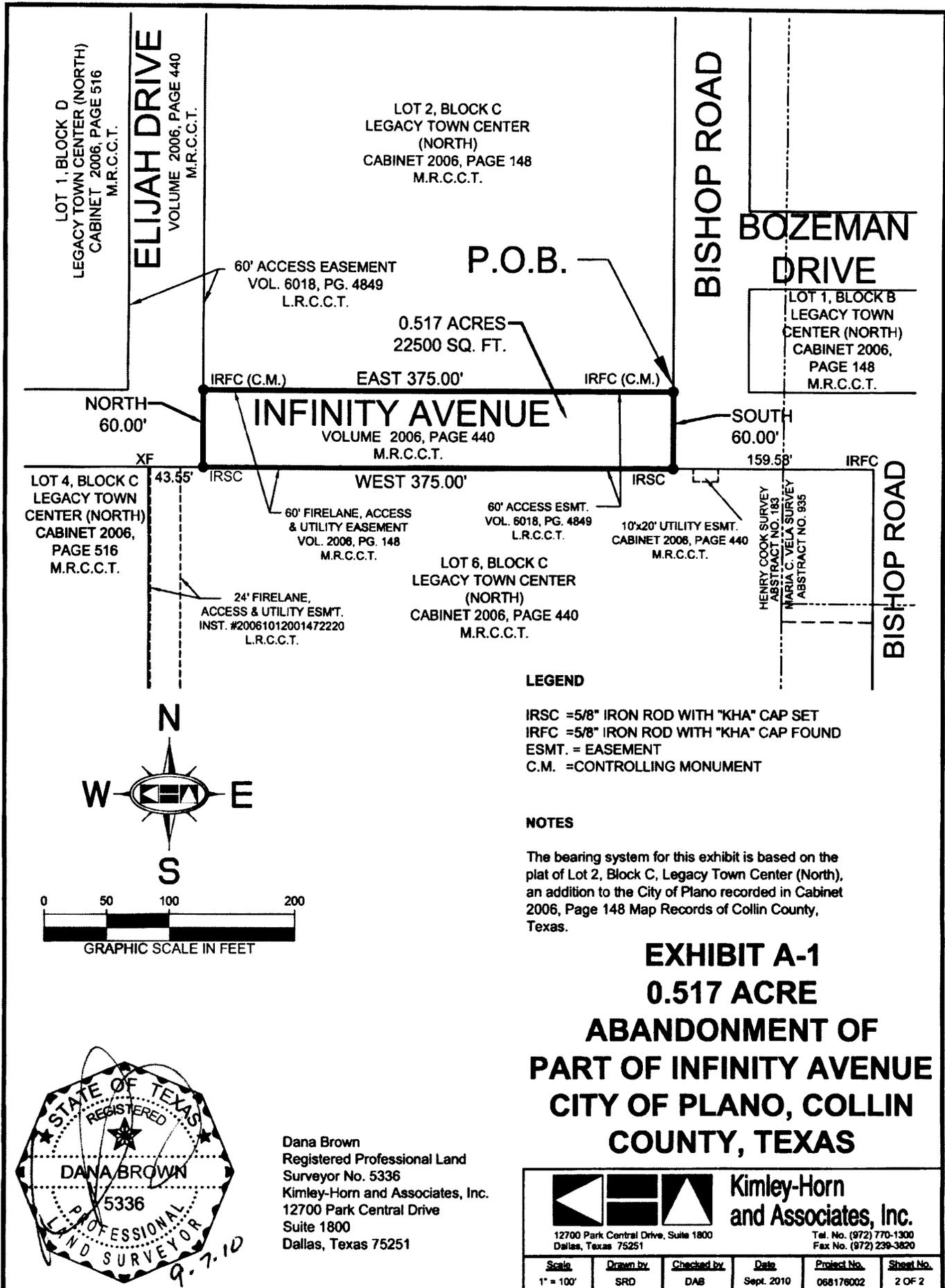
FOR DEPARTMENTAL USE ONLY

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

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



Public Works & Engineering Department
City of Plano, Texas



LEGEND

IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
 IRFC = 5/8" IRON ROD WITH "KHA" CAP FOUND
 ESMT. = EASEMENT
 C.M. = CONTROLLING MONUMENT

NOTES

The bearing system for this exhibit is based on the plat of Lot 2, Block C, Legacy Town Center (North), an addition to the City of Plano recorded in Cabinet 2006, Page 148 Map Records of Collin County, Texas.

**EXHIBIT A-1
 0.517 ACRE
 ABANDONMENT OF
 PART OF INFINITY AVENUE
 CITY OF PLANO, COLLIN
 COUNTY, TEXAS**



Dana Brown
 Registered Professional Land
 Surveyor No. 5336
 Kimley-Horn and Associates, Inc.
 12700 Park Central Drive
 Suite 1800
 Dallas, Texas 75251

		Kimley-Horn and Associates, Inc.			
		12700 Park Central Drive, Suite 1800 Dallas, Texas 75251			
Scale 1" = 100'	Drawn by SRD	Checked by DAB	Date Sept. 2010	Project No. 068176002	Sheet No. 2 OF 2

EXHIBIT A-1

**0.517 ACRE
ABANDONMENT OF PART OF INFINITY AVENUE**

BEING a tract of land out of the Henry Cook Survey, Abstract No. 183, City of Plano, Collin County, Texas, being part of Infinity Avenue, a 60-foot wide right-of-way per the plat of Legacy Town Center (North), an addition to the City of Plano recorded in Cabinet 2006, Page 440, Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap found at the intersection of the west right-of-way line of Bishop Road (a 109-foot wide right-of-way) and the north right-of-way line of said Infinity Avenue; said point being the southeast corner of Lot 2, Block C, Legacy Town Center (North), an addition to the City of Plano, Texas according to the plat recorded in Cabinet 2006, Page 148, Map Records of Collin County, Texas;

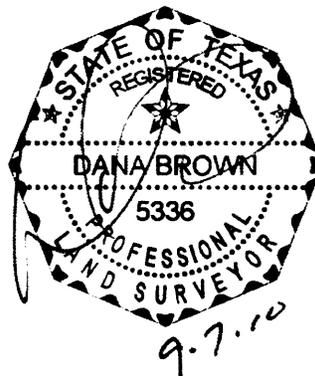
THENCE departing said north right-of-way line, South, a distance of 60.00 feet to a 5/8" iron rod with "KHA" cap set for corner in the north line of Lot 6, Block C, first referenced Legacy Town Center (North);

THENCE with said north line, West, a distance of 375.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE departing said south right-of-way line, North, a distance of 60.00 feet to a 5/8" iron rod with "KHA" cap found at the intersection of said north right-of-way line of Infinity Avenue and the east right-of-way line of Elijah Drive (a 60-foot wide right-of-way); said point also being the southwest corner of said Lot 2, Block C;

THENCE with the south line of said Lot 2, Block C, East, a distance of 375.00 feet to the **POINT OF BEGINNING** and containing 0.517 acre or 22,500 square feet of land.

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251-1516



DATE: November 16, 2010
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of November 15, 2010

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2010-16
APPLICANT: CITY OF PLANO**

Request to amend Section 3.1400 (Traffic Impact Analysis) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance pertaining to traffic impact analysis. Tabled 09/20/10, 10/18/10 and 11/01/10.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval subject to the following: (Deletions are indicated in strikethrough text; additions are indicated in underlined text)

Amend Section 3.1400 (Traffic Impact Analysis) of Article 3 (Supplementary Regulations) to read as follows.

3.1400 Traffic Impact Analysis

3.1401 Introduction

This section establishes requirements and procedures pertaining to traffic impact analysis (TIA). These requirements are intended to inform the applicant of the city's expectations, expedite the city staff's review process of TIA reports, provide standard criteria for evaluating development proposals, and establish equitable mitigation and cost sharing policies.

A TIA is intended to develop public/private partnerships to coordinate land use and transportation facility development. Both the City of Plano and the land developer share in the responsibility to consider all reasonable solutions to identified transportation problems.

~~Plano requires TIAs to be done for both zoning and~~ must be performed as part of the preliminary site plan processes. ~~Each of these has specific purposes that are complementary of one another. Both types of TIAs do, however, share the~~ with the goal of identifying the relationship between land use and transportation needs. The site plan process, as described in Article 5 (Site Plan Review), is a multi-step land development

approval process that includes a series of three plans, a concept plan, preliminary site plan, and site plan. Below is a brief description of the purpose of each process:

1. Zoning TIA

The goal of this process is to ensure balance between future land uses and the ultimate roadway system. This process uses future traffic volumes based on the city being developed (as projected in the year 2020 Tranplan computer model). It also assumes the entire roadway system to be in place (both existing and future roads). This allows a zoning proposal to be evaluated as to its effect on the ultimate roadway system and allows for determination of the roadway system's ability to accommodate the proposed use.

The TIA, done at the time of a zoning change request, is to determine the traffic loading that the proposed zoning will impose on the approved thoroughfare system in the 2020 design year and to determine that the thoroughfare system, as planned, can handle the traffic loading at Level of Service D or better in the peak hour. Conclusions drawn from the analysis, along with other land use and service factors, shall be taken into consideration by the Planning & Zoning Commission and the City Council in approval or disapproval of zoning changes.

2. Site Plan TIA

3.1402 Applicability

This process is done simultaneous with the submittal of a preliminary site plan. The goal of this study is to look at a specific development of known size and use and to determine the effect of that use on the existing roadway system. It uses existing traffic volumes and assumes the existing roadway configuration to be used for analysis. This process should ensure that the roadway system is adequate to accommodate the proposed use and may recommend mitigation measures necessary to ensure efficient traffic flow around the proposed site (as based on intersection and roadway levels of service).

1. Purpose

A TIA, at the time of site plan approval, is intended to define the immediate impacts of the proposed development and any necessary transportation improvements (public or private) required to ensure a satisfactory level of service on all affected thoroughfares. A site plan TIA is designed to mitigate traffic impacts by optimizing roadway capacity, access design, and traffic control. A TIA may not be used to deny development permitted by zoning, nor shall it be used to modify road design contrary to the Transportation Element of the Comprehensive Plan or to the Thoroughfare Standards Ordinance. The detail of site plan TIAs is greater than TIAs prepared for zoning cases. Specific improvements to the existing roadways consistent with the Thoroughfare Plan may be needed to gain approval of site plan proposals. Timing of and cost sharing agreements for the construction of offsite improvements also may be considered.

2. Goal

The goal of this study is to review a specific development of known size and use and to determine the effect of that use on the existing roadway system by analyzing existing traffic volumes and existing roadway configurations. This process ensures that the roadway system is adequate to accommodate the proposed use.

3. Requirements

The TIA process shall be required simultaneous with the site plan approval process for projects generating 8,000 trips per day or greater. A TIA is typically required with the submission of the preliminary site plan; however, the city may require the TIA to be submitted with a concept plan or site plan due to project phasing. It is the responsibility of the applicant to demonstrate that a TIA is not required. Recommendations shall be made for mitigation measures necessary to ensure efficient traffic flow around the proposed site (as based on intersection and roadway levels of service) on all preliminary site plans and/or site plans. Site plan applications as defined herein, not containing TIAs will be judged incomplete and shall not be forwarded to the Planning & Zoning Commission for action.

3.14023 Definitions

Term	Definition
Trip Generation Rates	The city's criteria for trip generation for various categories of land use and density shall be those set forth in the latest edition of the trip generation informational report published by the Institute of Transportation Engineers (ITE) unless the proposed use does not have a corresponding rate in the Trip Generation Manual. Alternate trip generation rates shall not be accepted for individual zoning cases or site plans but shall instead be adopted for citywide use on the basis of a general study of local conditions.

Design Year	The design year is the point in time upon which assumptions pertaining to land use, population, employment, and transportation facilities are based. All zoning analysis shall be based on a design year of 2020. All site plan analysis shall use a design year based on the expected date of project occupancy.
Base Volumes	Base volumes for analyzing zoning cases shall be derived from the city's latest computer projection of traffic volumes for the year 2020. Base volumes for site plans shall be based on current traffic counts adjusted to the expected date of project occupancy. When available, all base data shall be supplied by the city's Engineering Department, Transportation Division. In all cases when ground counts are needed and are not available, the developer or his agent shall be required to collect such data.
Modeling	A TIA as required by the city for zoning cases will be accomplished by the use of the TRANPLAN analysis package. A TIA, as required, may be performed by the applicant or his agent. The city's Engineering Department, Transportation Division will supply (for a fee) TRANPLAN volume plots based on existing and proposed zoning.
Level of Service (LOS)	LOS is a measure of the level of congestion experienced on roadways. The desirable minimum LOS of the City of Plano is Level of Service D in the peak hour. LOS shall be measured of both link and intersection operations.
Thoroughfare Plan	The official City of Plano Thoroughfare Plan, including all routes designated as a Type F collector facility or higher.
Transportation Improvements Community Investment Program(TIP CIP)	A five year schedule and funding program of all approved and committed transportation improvements.

3.1403 Applicability

~~A TIA will be required by the city's Planning Department for zoning requests and preliminary site plans submitted for approval. All TIAs shall be performed by a consultant qualified to perform such studies. Requirements for mitigating negative traffic impacts shall apply to all zoning cases and site plans. In certain cases, due to project phasing, a site plan TIA might be required with a concept plan submittal.~~

1. ~~Zoning~~

~~Any zoning request for multifamily or nonresidential as defined herein under the land use classification which generates at least 5,000 trips per day requires a TIA, unless the proposed zoning results in a net trip reduction compared to existing zoning. A zoning request involving multiple zoning districts is required to have a TIA based on the total traffic generated.~~

2. ~~Preliminary Site Plan~~

~~Any preliminary site plan or site plan generating 5,000 trips per day or which has a floor area ratio (FAR) of 0.75, or greater, requires a TIA.~~

3.1404 Methodology

~~Pre-submission application consultation with the Development Review Planning and Transportation Divisions staff is required. Zoning and site plan applications, as defined in Subsection 3.1403, not containing TIAs will be judged incomplete and shall not be forwarded to the Planning & Zoning Commission for action. It is the responsibility of the applicant to demonstrate that a TIA is not required. Details of the required analysis will be determined at this meeting. In certain instances, traffic from other approved but not built developments may have to be accounted for included in traffic assignments. Staff might may also require specific assumptions such as percent trucks to be altered to match local conditions. Peak hour analysis might may be directed to reflect the peak 15 minutes for certain types of land use. All of these types of issues will be addressed at the pre-application meeting.~~

~~The following procedures shall be followed in preparing site plan traffic impact analysis studies submitted to the City of Plano:~~

1. ~~Zoning TIA Content~~

a. ~~Study Area~~

~~A map(s) delineating the TIA study area and all existing and planned streets contained therein. The study area shall be based on the total daily estimated trip generation. The study area shall be a one mile radius for less than 10,000 trips per day. A larger radius shall be considered for more than 10,000 trips per day.~~

b. Existing Zoning

A description of the existing zoning in the area proposed for rezoning including: existing land area (gross and net) by zoning classification and density figures expressed as FAR, square footage, number of hotel rooms, dwelling units, etc.

c. Proposed Zoning

A description of the proposed zoning including land area (gross and net) by zoning classification and density figures expressed by FAR, square footage, number of hotel rooms, dwelling units, etc.

d. Thoroughfare Network

A description of roadway development at the 2020 design year for the entire study area and base volumes of thoroughfares within the study area.

e. Impact Determination

The TIA will describe the volume/capacity (V/C) ratio for all thoroughfares (Type F and higher) and delay projections for intersections in the studied area to determine if Level of Service D operation is maintained. The analysis shall contain the following minimum information:

i. Proposed Trip Generation

Show in tabular form trip generation rates and the total trips generated by land use assuming full development and occupancy. Indicate trip reductions, if any, resulting from credits for mass transit, passerby, mixed use, etc. All trip reductions must conform to Planning & Zoning Commission approved generation rates. Calculate the net estimated trips.

ii. Existing Trip Generation

Show in tabular form by land use trips generated based on existing zoning. All appropriate trip reductions permitted by approved generation rates must be included.

iii. Net Increased Trip Generation, Distribution, and Assignment

Proposed trip generation minus existing trips generated and the assignment of new trips generated is to be calculated. The net increased trips generated by the development are to be added to the base volumes projected for the design year. Twenty-four hour

~~and peak hour volumes must be calculated. Distribution and assignment calculations must be provided unless TRANPLAN is used.~~

~~iv. Level of Service Analysis~~

~~Show in tabular form, 24-hour and peak-hour levels of service for existing and proposed zoning. Calculations shall include all thoroughfare links and intersections. Calculate level of service and percentage of change (when compared to base volumes) for each link and intersection.~~

~~v. Conclusions~~

~~Summarize points of conflict and congestion; identify all thoroughfare links or intersections exceeding a Level of Service D and the percentage of change produced by the proposed zoning change.~~

~~f. Mitigation~~

~~Traffic produced by the proposed zoning plus the assumed background traffic should not exceed Level of Service D. Locations exceeding Level of Service D, where the proposed zoning contributes five percent or more of the traffic, should be mitigated. Acceptable methods of mitigating negative traffic impacts are:~~

- ~~i. Requirements in addition to those provided in the Thoroughfare Standards Ordinance relating to driveway median opening location and distance between drives.~~
- ~~ii. Modified zoning and/or density reduction or relocation.~~
- ~~iii. Amendments to the city's Thoroughfare Plan shall not be accepted as a means of mitigating negative impacts. Minor amendments to thoroughfare and intersection design (e.g., turn lanes, acceleration and deceleration lanes, and associated rights-of-way) may be accepted on a case-by-case basis.~~

~~2. Planning & Zoning Commission Report~~

~~The Planning & Zoning Commission shall make a report to the City Council on all TIAs it considers in conjunction with requests for rezoning. The Planning & Zoning Commission may make a recommendation for approval, modification, or denial of the zoning case based on other planning factors in addition to its review of a TIA.~~

~~Where the identified impacts of the proposed zoning cannot be adequately mitigated, the Planning & Zoning Commission shall recommend to the City Council one or more of the following actions:~~

- ~~a. Denial of the zoning case in total or in part.~~
- ~~b. Any other action deemed appropriate to mitigate negative traffic impacts.~~

~~The Planning & Zoning Commission may recommend, in addition to measures defined above, that a study of the Major Thoroughfare Plan be made to determine amendments required to ensure adequate long-term capacity.~~

~~3.~~ 1. Site Plan TIA Content

a. Study Area

A map(s) shall be included delineating the TIA study area and all existing and planned streets therein. The study area shall be a minimum of a one mile radius, which may be increased depending upon the amount of traffic generated by the proposed development as determined by at the discretion of the city's Traffic Engineer Transportation Division.

b. Existing Zoning and Development

Describe existing zoning including land area (gross and net) by zoning classification, including density figures expressed as FAR, square footage, number of hotel rooms, dwelling units, etc. Also, describe any existing development onsite and how it will be affected by development proposals.

c. Thoroughfare Network

Describe existing thoroughfares, signals and signal phasing, and traffic volumes within the study area.

d. Proposed Development

Describe the proposed development including land area (gross and net) and density figures expressed by FAR, square footage, number of hotel rooms, dwelling units, etc. Also describe roadway conditions as expected by date of occupancy. Improvements shown must be funded within the Transportation Improvements Community Investment Program or proposed for development at the developer's expense to be repaid by the city in accordance with the city's cost sharing policies as funds become available as required by the city's Subdivision Ordinance. ~~Indicate~~ Roadway and intersection capacities at study date shall be indicated.

e. Impact Determination

Determine the level of service for all thoroughfares and intersections in the study area. The analysis shall contain the following minimum information:

i. Proposed Trip Generation

Calculate total trip generation by use (assuming full development and occupancy) and report any reductions for passerby, mixed use, etc., as permitted by generation rates ~~approved by the Planning & Zoning Commission~~. Show trip generation by use in tabular form with land use trip generation rates and trips generated.

ii. Trip Distribution and Assignment

Trips generated by the proposed development are to be added to the base volumes projected for the design year. Peak hour volumes must be calculated. Distribution assumptions and assignment calculations must be provided.

iii. Level of Service Analysis

Show in tabular form 24-hour and peak-hour V/C ratios for links and intersections within the study area. Analyze all points of ingress and egress, median breaks, and turn lanes associated with the proposed site.

iv. Conclusions

Provide a summary of points of conflict and congestion. Identify all thoroughfare links or intersections exceeding a Level of Service D and the percent increase in total traffic produced by the proposed site plan. Identify any operational problems (e.g., drives, median openings, and signalization) within 500 feet of the site.

f. Mitigation

Traffic levels exceeding Level of Service D, where the development is contributing five percent or more of the total trips should be mitigated: if possible. ~~Problems demonstrated by the TIA can be corrected by~~ Mitigation measures are limited to the following:

- i. Requirements in addition to those provided in the Thoroughfare Standards Ordinance relating to driveway and median opening location design and distance between drives.

- ~~ii.~~ ~~Modifying density or intensity or use (e.g., reduction in square footage or percentage of commercial use).~~
- ~~iii.~~ ~~Phasing construction until additional roadway capacity becomes available.~~
- ~~iv.~~ ii. Onsite improvements including access controls and site circulation adjustments.
- ~~v.~~ iii. Offsite improvements including the construction of additional lanes where the surrounding thoroughfares are not fully developed or intersection improvements where the surrounding area is approaching full development. Costs for offsite improvements that are consistent with the Thoroughfare Plan shall be repaid by the city in accordance with its cost sharing policies, as funds become available. as required by the city's Subdivision Ordinance. Offsite improvements must be consistent with the Thoroughfare Plan and are subject to the availability of right-of-way and other design constraints as determined by the City Engineer.

~~4.~~ Public Meetings

~~The applicant or their representative shall be available to answer questions that may arise during Planning & Zoning Commission meetings or City Council meetings.~~

~~5.~~ 2. Planning & Zoning Commission Report

The Planning & Zoning Commission shall ~~report to the City Council their~~ make a findings on all TIA studies reviewed in conjunction with the review of site plans that based upon the TIA, the thoroughfares can accommodate anticipated traffic volumes at an acceptable level of service.

Where identified impacts cannot be adequately mitigated by the date of occupancy, the Planning & Zoning Commission shall recommend ~~to the City Council~~ one or more of the following actions:

- ~~a.~~ ~~Study of the major Thoroughfare Plan to determine amendments required to increase long-term capacity.~~
- ~~b.~~ a. Amendment of the ~~TIP~~ CIP to expedite construction of needed related public improvements.
- ~~c.~~ b. Changes in intersection design, signal systems, etc. to increase capacity.
- ~~d.~~ ~~Temporary delay (partial or total) of the proposed project for up to two years to coordinate with planned public improvements. In no instance may a project be delayed more than two years based on negative findings of a~~

~~TIA. If all planned public improvements have been constructed in the area, there shall be no cause for delay in approval of the project based upon the TIA.~~

- ~~e. Any other measures deemed appropriate to mitigate negative traffic impacts.~~

3.1405 Administration Appeals

~~The Planning & Zoning Commission shall be responsible for administering the TIA requirements of the Zoning Ordinance. The Planning & Zoning Commission shall also be responsible for:~~

- ~~1. Reviewing and proposing to the City Council amendments to all TIA requirements and procedures.~~
- ~~2. Reviewing all TIAs submitted in conjunction with zoning and site plan applications.~~
- ~~3. Reporting to the City Council their finding of traffic impacts and, if appropriate, recommended methods of mitigation.~~

~~Applicants may request City Council reconsideration of a TIA and the findings of the Planning & Zoning Commission in conjunction with an appeal of a site plan, as provided for in Section 5.800 (Appeals). Unless a majority of the City Council votes in favor of reconsidering the TIA, discussion shall be limited to the findings of the Planning & Zoning Commission.~~

FOR CITY COUNCIL MEETING OF: December 7, 2010 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TF/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 15, 2010

Agenda Item No. 6

Public Hearing: Zoning Case 2010-16

Applicant: City of Plano

DESCRIPTION:

Request to amend Section 3.1400 (Traffic Impact Analysis) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance pertaining to traffic impact analysis. Tabled 09/20/10, 10/18/10 and 11/01/10.

REMARKS:

This agenda item was tabled at the Planning & Zoning Commission's meeting on November 1, 2010, and needs to be removed from the table for consideration.

Traffic Impact Analysis

At the Planning & Zoning Commission's meeting on July 19, 2010, staff provided the Commission with an overview of the city's traffic impact analysis (TIA) process, as a prelude to consideration of amendments to the TIA ordinance, an item on the Commission's work program. At the conclusion of the discussion, the Commission directed staff to move forward with the proposed amendments to the ordinance.

A TIA is a planning tool used to estimate the effect of a particular land use on the area roadway system by performing Level of Service analysis on intersections under both existing (base) and proposed (base plus site) traffic conditions. Plano establishes Level of Service D as a desired target.

Plano first adopted its TIA ordinance in the late 1980s. It has been updated once since the initial adoption. The ordinance was developed at a time when the city's street system was not completed and many options for mitigation of traffic impacts were still available. Today, the street system is almost complete and the mitigation options are more limited. In addition, state laws governing the vesting of development projects have limited the city's ability to decrease the size and intensity of a proposed development as mitigation. The existing ordinance no longer adequately addresses the city's present condition as a maturing first-tier suburb.

Current Ordinance Requirements

Section 3.1400 (Traffic Impact Analysis) of Article 3 (Supplementary Regulations) of the Zoning Ordinance establishes the requirements and procedures pertaining to TIAs. The city requires TIAs to be prepared for both zoning and preliminary site plan processes. Both types of TIAs share the goal of identifying the relationship between land use and transportation needs.

A TIA submitted with a zoning request evaluates future traffic volumes based on the city being developed as projected in the year 2020 using transportation modeling. A TIA submitted with a preliminary site plan allows for a specific proposed development to be evaluated based upon the known size and use, and to determine the effect of that use on the existing roadway system. It uses existing traffic volumes and assumes the existing roadway configuration to be used in the analysis.

If a zoning case and site plan were submitted simultaneously, the site plan TIA would be used since it is based on actual traffic/roadway conditions; whereas, the zoning TIA uses travel forecasting modeling.

ISSUES:

Traffic Congestion in Plano

Plano's street system has been planned around a grid system of six-lane major arterials, four-lane minor arterials, and two-lane collector streets. This system moves traffic effectively and efficiently, but is congested at the peak morning and evening hours, especially near the freeways and tollways. While the desired Level of Service at intersections is Level of Service D, many of Plano's intersections now function at Level of Service E or F during the peak commute hours. Even with improvements such as dual left turn lanes and free right turn lanes, these intersections will continue to be congested. As traffic builds in the region, other intersections will fall below Level of Service D as well. Plano's location in the major growth corridor from Dallas, status as an employment center, and accessibility via four major freeways/tollways, combined with development in the cities north and east of Plano, have all contributed to the congestion.

Roadway System Improvements

Plano's existing roadway system is nearly built out, and adding capacity to the existing thoroughfares through new construction is not feasible for several reasons. The costs of acquiring right-of-way, paying damages to abutting property owners, and roadway construction to add new travel lanes are prohibitive. Wider roadways would make it much more difficult for pedestrians and bicyclists to safely cross. The community has determined that overpasses, except along the major freeways/tollways, are not a desirable option to alleviate congestion at intersections.

The city will have to continue exploring new options for mitigating traffic instead of adding lanes. Some recent examples of new intersection designs implemented in Plano include the median left-turn design at the intersection of Preston Road and Legacy Drive, and the soon-to-be-completed single point urban interchange at Parker Road and U.S. Highway 75.

Impact of Undeveloped Property and Future Development

While most of Plano's single-family land is developed, there is still a considerable amount of commercial land available for development. Development of these properties will add traffic to the city's roadway system. In many cases, the undeveloped property is located in areas with intersections that already are at or below Level of Service D. Much of the vacant land is in the major freeway/tollway corridors, in areas where commercial and office development is most appropriate. Leaving these properties undeveloped is not realistic particularly since these are properties that are key to the city's future economic development efforts.

Additionally, longer term, Plano will experience redevelopment of properties throughout the city in addition to development of green fields. Whether it is new development or redevelopment, the city's goal should be to promote development to retain existing residents and businesses, as well as attract new residents and businesses to the city. It will be difficult to say no to future development and/or redevelopment based upon the traffic conditions. A TIA at the time of site plan approval is more appropriate than at rezoning. Zoning issues need to continue to be evaluated based on consistence with the Comprehensive Plan and not based upon projected traffic levels.

Mitigation Efforts/Opportunities

In addition to exploring and implementing new intersection designs within existing rights-of-way, mitigation of the traffic generated by new development and/or redevelopment will continue to be focused on improvements that can be made in conjunction with the development. These improvements can include deceleration lanes for driveways, increased stacking length for left turn lanes, exit drives with lanes for both left and right turn movements, and entrances designed to eliminate cross traffic close to the street. These are improvements that developers construct and fund with the particular development. Any offsite improvements that the city requires must be funded by the city. Frequently, however, a developer will construct the offsite improvements with reimbursement by the city.

PROPOSED CHANGES:

For the various reasons and issues identified above, staff recommends amending the TIA ordinance to be more aligned with Plano's current and future roadway system, and taking into consideration future development and/or redevelopment within the city.

Process

TIA's at the time of zoning are no longer appropriate for Plano today given that the roadway system is nearly complete. Additional capacity improvements are limited to intersection improvements only, and zoning applications requiring a TIA have decreased significantly. Therefore, staff recommends removing the requirements for a TIA at the time of zoning. A site plan TIA is more appropriate given that it takes into consideration the impact of the proposed development on the existing roadway conditions. The TIA will continue to identify mitigation improvements to the existing roadway system where feasible. Additionally, traffic mitigation efforts focused on onsite improvements that can be made associated with the development (i.e. deceleration lanes, overall site circulation, ingress/egress points for the development, stacking/queuing of vehicles on site, etc.) will be emphasized.

Minimum Threshold Requirements

Staff recommends increasing the minimum trips per day threshold generated by a development, from 5,000 to 8,000 trips per day, and omitting the minimum threshold based upon floor area ratio. A site plan TIA evaluates the specific development proposal and the trips per day associated with it, unlike it being evaluated based upon the amount of permissible building square footage related to the floor area ratio at the time of zoning. Presently, the 5,000 trips per day equates to an approximately 60,000 square foot retail development. Staff recommends the 8,000 trips per day threshold, which should still require a site plan TIA for big box (superstore) retail stores and larger office developments.

Mitigation

Staff proposes amendments to traffic mitigation options that are more appropriate and consistent with existing roadway improvements and state law requirements. Phasing of roadway construction improvements until additional capacity becomes available is no longer appropriate since the roadway system is almost complete and it is not possible to add roadway capacity. Also, mitigating traffic by modifying density, intensity or use is not possible given existing zoning rights. State laws governing the vesting of development projects have limited the city's ability to decrease the size and intensity of the proposed development as mitigation. If the adjacent roadways are constructed and the intersections are at complete build out (i.e. dual left turns, dedicated right turn), it is likely that additional mitigation cannot be done.

Other

Staff has reorganized the ordinance so that the TIA requirements are more easily understood, including establishing applicability requirements near the beginning of the ordinance section. Additionally, staff is proposing to clean-up the existing ordinance language including but not limited to references to existing programs, development processes and procedures, and findings by the Commission related to mitigation.

RECOMMENDATION:

Recommended for approval subject to the following: (Deletions are indicated in strikethrough text; additions are indicated in underlined text)

Amend Section 3.1400 (Traffic Impact Analysis) of Article 3 (Supplementary Regulations) to read as follows.

3.1400 Traffic Impact Analysis

3.1401 Introduction

This section establishes requirements and procedures pertaining to traffic impact analysis (TIA). These requirements are intended to inform the applicant of the city's expectations, expedite the city staff's review process of TIA reports, provide standard criteria for evaluating development proposals, and establish equitable mitigation and cost sharing policies.

A TIA is intended to develop public/private partnerships to coordinate land use and transportation facility development. Both the City of Plano and the land developer share in the responsibility to consider all reasonable solutions to identified transportation problems.

~~Plano requires TIAs to be done for both zoning and~~ must be performed as part of the preliminary site plan processes. ~~Each of these has specific purposes that are complementary of one another. Both types of TIAs do, however, share the~~ with the goal of identifying the relationship between land use and transportation needs. The site plan process, as described in Article 5 (Site Plan Review), is a multi-step land development approval process that includes a series of three plans, a concept plan, preliminary site plan, and site plan. ~~Below is a brief description of the purpose of each process:~~

1. ~~Zoning~~ TIA

~~The goal of this process is to ensure balance between future land uses and the ultimate roadway system. This process uses future traffic volumes based on the city being developed (as projected in the year 2020 Tranplan computer model). It also assumes the entire roadway system to be in place (both existing and future roads). This allows a zoning proposal to be evaluated as to its effect on the ultimate roadway system and allows for determination of the roadway system's ability to accommodate the proposed use.~~

~~The TIA, done at the time of a zoning change request, is to determine the traffic loading that the proposed zoning will impose on the approved thoroughfare system in the 2020 design year and to determine that the thoroughfare system, as planned, can handle the traffic loading at Level of Service D or better in the peak hour. Conclusions drawn from the analysis, along with other land use and service factors, shall be taken into consideration by the Planning & Zoning Commission and the City Council in approval or disapproval of zoning changes.~~

2. Site Plan TIA

3.1402 Applicability

~~This process is done simultaneous with the submittal of a preliminary site plan. The goal of this study is to look at a specific development of known size and use and to determine the effect of that use on the existing roadway system. It uses existing traffic volumes and assumes the existing roadway configuration to be used for analysis. This process should ensure that the roadway system is adequate to accommodate the proposed use and may recommend mitigation measures necessary to ensure efficient traffic flow around the proposed site (as based on intersection and roadway levels of service).~~

1. Purpose

A TIA, at the time of site plan approval, is intended to define the immediate impacts of the proposed development and any necessary transportation improvements (public or private) required to ensure a satisfactory level of service on all affected thoroughfares. A site plan TIA is designed to mitigate traffic impacts by optimizing roadway capacity, access design, and traffic control. A TIA may not be used to deny development permitted by zoning, nor shall it be used to modify road design contrary to the Transportation Element of the Comprehensive Plan or to the Thoroughfare Standards Ordinance. ~~The detail of site plan TIAs is greater than TIAs prepared for zoning cases.~~ Specific improvements to the existing roadways consistent with the Thoroughfare Plan may be needed to gain approval of site plan proposals. Timing of and cost sharing agreements for the construction of offsite improvements also may be considered.

2. Goal

The goal of this study is to review a specific development of known size and use and to determine the effect of that use on the existing roadway system by analyzing existing traffic volumes and existing roadway configurations. This process ensures that the roadway system is adequate to accommodate the proposed use.

3. Requirements

The TIA process shall be required simultaneous with the site plan approval process for projects generating 8,000 trips per day or greater. A TIA is typically required with the submission of the preliminary site plan; however, the city may require the TIA to be submitted with a concept plan or site plan due to project phasing. It is the responsibility of the applicant to demonstrate that a TIA is not required. Recommendations shall be made for mitigation measures necessary to ensure efficient traffic flow around the proposed site (as based on intersection and roadway levels of service) on all preliminary site plans and/or site plans. Site plan applications as defined herein, not containing TIAs will be judged incomplete and shall not be forwarded to the Planning & Zoning Commission for action.

3.14023 Definitions

Term	Definition
Trip Generation Rates	The city's criteria for trip generation for various categories of land use and density shall be those set forth in the latest edition of the trip generation informational report published by the Institute of Transportation Engineers (ITE) unless the proposed use does not have a corresponding rate in the Trip Generation Manual. Alternate trip generation rates shall not be accepted for individual zoning cases or site plans but shall instead be adopted for citywide use on the basis of a general study of local conditions.
Design Year	The design year is the point in time upon which assumptions pertaining to land use, population, employment, and transportation facilities are based. All zoning analysis shall be based on a design year of 2020. All site plan analysis shall use a design year based on the expected date of project occupancy.
Base Volumes	Base volumes for analyzing zoning cases shall be derived from the city's latest computer projection of traffic volumes for the year 2020. Base volumes for site plans shall be based on current traffic counts adjusted to the expected date of project occupancy. When available, all base data shall be supplied by the city's Engineering Department, Transportation Division. In all cases when ground counts are needed and are not available, the developer or his agent shall be required to collect such data.
Modeling	A TIA as required by the city for zoning cases will be accomplished by the use of the TRANPLAN analysis package. A TIA, as required, may be performed by the applicant or his agent. The city's Engineering Department, Transportation Division will supply (for a fee) TRANPLAN volume plots based on existing and proposed zoning.
Level of Service (LOS)	LOS is a measure of the level of congestion experienced on roadways. The desirable minimum LOS of the City of Plano is Level of Service D in the peak hour. LOS shall be measured of both link and intersection operations.
Thoroughfare Plan	The official City of Plano Thoroughfare Plan, including all routes designated as a Type F collector facility or higher.

<p>Transportation Improvements Community Investment Program(TIP CIP)</p>	<p>A five year schedule and funding program of all approved and committed transportation improvements.</p>
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3.1403 Applicability

~~A TIA will be required by the city's Planning Department for zoning requests and preliminary site plans submitted for approval. All TIAs shall be performed by a consultant qualified to perform such studies. Requirements for mitigating negative traffic impacts shall apply to all zoning cases and site plans. In certain cases, due to project phasing, a site plan TIA might be required with a concept plan submittal.~~

1. ~~Zoning~~

~~Any zoning request for multifamily or nonresidential as defined herein under the land use classification which generates at least 5,000 trips per day requires a TIA, unless the proposed zoning results in a net trip reduction compared to existing zoning. A zoning request involving multiple zoning districts is required to have a TIA based on the total traffic generated.~~

2. ~~Preliminary Site Plan~~

~~Any preliminary site plan or site plan generating 5,000 trips per day or which has a floor area ratio (FAR) of 0.75, or greater, requires a TIA.~~

3.1404 Methodology

~~Pre-submission application consultation with the Development Review Planning and Transportation Divisions staff is required. Zoning and site plan applications, as defined in Subsection 3.1403, not containing TIAs will be judged incomplete and shall not be forwarded to the Planning & Zoning Commission for action. It is the responsibility of the applicant to demonstrate that a TIA is not required. Details of the required analysis will be determined at this meeting. In certain instances, traffic from other approved but not built developments may have to be accounted for included in traffic assignments. Staff ~~might~~ may also require specific assumptions such as percent trucks to be altered to match local conditions. Peak hour analysis ~~might~~ may be directed to reflect the peak 15 minutes for certain types of land use. All of these ~~types of~~ issues will be addressed at the pre-application meeting.~~

The following procedures shall be followed in preparing site plan traffic impact analysis studies submitted to the City of Plano:

1. ~~Zoning TIA Content~~

a. ~~Study Area~~

~~A map(s) delineating the TIA study area and all existing and planned streets contained therein. The study area shall be based on the total daily estimated trip generation. The study area shall be a one mile radius for less than 10,000 trips per day. A larger radius shall be considered for more than 10,000 trips per day.~~

b. ~~Existing Zoning~~

~~A description of the existing zoning in the area proposed for rezoning including: existing land area (gross and net) by zoning classification and density figures expressed as FAR, square footage, number of hotel rooms, dwelling units, etc.~~

c. ~~Proposed Zoning~~

~~A description of the proposed zoning including land area (gross and net) by zoning classification and density figures expressed by FAR, square footage, number of hotel rooms, dwelling units, etc.~~

d. ~~Thoroughfare Network~~

~~A description of roadway development at the 2020 design year for the entire study area and base volumes of thoroughfares within the study area.~~

e. ~~Impact Determination~~

~~The TIA will describe the volume/capacity (V/C) ratio for all thoroughfares (Type F and higher) and delay projections for intersections in the studied area to determine if Level of Service D operation is maintained. The analysis shall contain the following minimum information:~~

i. ~~Proposed Trip Generation~~

~~Show in tabular form trip generation rates and the total trips generated by land use assuming full development and occupancy. Indicate trip reductions, if any, resulting from credits for mass transit, passerby, mixed use, etc. All trip reductions must conform to Planning & Zoning Commission approved generation rates. Calculate the net estimated trips.~~

~~ii. Existing Trip Generation~~

~~Show in tabular form by land use trips generated based on existing zoning. All appropriate trip reductions permitted by approved generation rates must be included.~~

~~iii. Net Increased Trip Generation, Distribution, and Assignment~~

~~Proposed trip generation minus existing trips generated and the assignment of new trips generated is to be calculated. The net increased trips generated by the development are to be added to the base volumes projected for the design year. Twenty-four hour and peak hour volumes must be calculated. Distribution and assignment calculations must be provided unless TRANPLAN is used.~~

~~iv. Level of Service Analysis~~

~~Show in tabular form, 24-hour and peak-hour levels of service for existing and proposed zoning. Calculations shall include all thoroughfare links and intersections. Calculate level of service and percentage of change (when compared to base volumes) for each link and intersection.~~

~~v. Conclusions~~

~~Summarize points of conflict and congestion; identify all thoroughfare links or intersections exceeding a Level of Service D and the percentage of change produced by the proposed zoning change.~~

~~f. Mitigation~~

~~Traffic produced by the proposed zoning plus the assumed background traffic should not exceed Level of Service D. Locations exceeding Level of Service D, where the proposed zoning contributes five percent or more of the traffic, should be mitigated. Acceptable methods of mitigating negative traffic impacts are:~~

- ~~i. Requirements in addition to those provided in the Thoroughfare Standards Ordinance relating to driveway median opening location and distance between drives.~~
- ~~ii. Modified zoning and/or density reduction or relocation.~~

- iii. ~~Amendments to the city's Thoroughfare Plan shall not be accepted as a means of mitigating negative impacts. Minor amendments to thoroughfare and intersection design (e.g., turn lanes, acceleration and deceleration lanes, and associated rights-of-way) may be accepted on a case-by-case basis.~~

~~2. Planning & Zoning Commission Report~~

~~The Planning & Zoning Commission shall make a report to the City Council on all TIAs it considers in conjunction with requests for rezoning. The Planning & Zoning Commission may make a recommendation for approval, modification, or denial of the zoning case based on other planning factors in addition to its review of a TIA.~~

~~Where the identified impacts of the proposed zoning cannot be adequately mitigated, the Planning & Zoning Commission shall recommend to the City Council one or more of the following actions:~~

- a. ~~Denial of the zoning case in total or in part.~~
- b. ~~Any other action deemed appropriate to mitigate negative traffic impacts.~~

~~The Planning & Zoning Commission may recommend, in addition to measures defined above, that a study of the Major Thoroughfare Plan be made to determine amendments required to ensure adequate long-term capacity.~~

~~3. 1. Site Plan TIA Content~~

a. Study Area

~~A map(s) shall be included delineating the TIA study area and all existing and planned streets therein. The study area shall be a minimum of a one mile radius, which may be increased depending upon the amount of traffic generated by the proposed development as determined by at the discretion of the city's Traffic Engineer Transportation Division.~~

b. Existing Zoning and Development

~~Describe existing zoning including land area (gross and net) by zoning classification, including density figures expressed as FAR, square footage, number of hotel rooms, dwelling units, etc. Also, describe any existing development onsite and how it will be affected by development proposals.~~

c. Thoroughfare Network

~~Describe existing thoroughfares, signals and signal phasing, and traffic volumes within the study area.~~

d. Proposed Development

Describe the proposed development including land area (gross and net) and density figures expressed by FAR, square footage, number of hotel rooms, dwelling units, etc. Also describe roadway conditions as expected by date of occupancy. Improvements shown must be funded within the ~~Transportation Improvements~~ Community Investment Program or proposed for development at the developer's expense to be repaid by the city in accordance with the city's cost sharing policies as funds become available as required by the city's Subdivision Ordinance. ~~Indicate~~ Roadway and intersection capacities at study date shall be indicated.

e. Impact Determination

Determine the level of service for all thoroughfares and intersections in the study area. The analysis shall contain the following minimum information:

i. Proposed Trip Generation

Calculate total trip generation by use (assuming full development and occupancy) and report any reductions for passerby, mixed use, etc., as permitted by generation rates, ~~approved by the Planning & Zoning Commission~~. Show trip generation by use in tabular form with land use trip generation rates and trips generated.

ii. Trip Distribution and Assignment

Trips generated by the proposed development are to be added to the base volumes projected for the design year. Peak hour volumes must be calculated. Distribution assumptions and assignment calculations must be provided.

iii. Level of Service Analysis

Show in tabular form 24-hour and peak-hour V/C ratios for links and intersections within the study area. Analyze all points of ingress and egress, median breaks, and turn lanes associated with the proposed site.

iv. Conclusions

Provide a summary of points of conflict and congestion. Identify all thoroughfare links or intersections exceeding a Level of Service D and the percent increase in total traffic produced by the proposed site plan. Identify any operational problems (e.g., drives, median openings, and signalization) within 500 feet of the site.

f. Mitigation

Traffic levels exceeding Level of Service D, where the development is contributing five percent or more of the total trips should be mitigated: if possible. Problems demonstrated by the TIA can be corrected by Mitigation measures are limited to the following:

- i. Requirements in addition to those provided in the Thoroughfare Standards Ordinance relating to driveway and median opening location design and distance between drives.
- ~~ii. Modifying density or intensity or use (e.g., reduction in square footage or percentage of commercial use).~~
- ~~iii. Phasing construction until additional roadway capacity becomes available.~~
- ~~iv. ii.~~ Onsite improvements including access controls and site circulation adjustments.
- ~~v. iii.~~ Offsite improvements including the construction of additional lanes where the surrounding thoroughfares are not fully developed or intersection improvements where the surrounding area is approaching full development. Costs for offsite improvements that are consistent with the Thoroughfare Plan shall be repaid by the city in accordance with its cost sharing policies, as funds become available: as required by the city's Subdivision Ordinance. Offsite improvements must be consistent with the Thoroughfare Plan and are subject to the availability of right-of-way and other design constraints as determined by the City Engineer.

~~4. Public Meetings~~

~~The applicant or their representative shall be available to answer questions that may arise during Planning & Zoning Commission meetings or City Council meetings.~~

~~5. 2. Planning & Zoning Commission Report~~

~~The Planning & Zoning Commission shall report to the City Council their make a findings on all TIA studies reviewed in conjunction with the review of site plans that based upon the TIA, the thoroughfares can accommodate anticipated traffic volumes at an acceptable level of service.~~

Where identified impacts cannot be adequately mitigated by the date of occupancy, the Planning & Zoning Commission shall recommend to the City Council one or more of the following actions:

- ~~a. Study of the major Thoroughfare Plan to determine amendments required to increase long-term capacity.~~
- ~~b. a. Amendment of the TIP CIP to expedite construction of needed related public improvements.~~
- ~~c. b. Changes in intersection design, signal systems, etc. to increase capacity.~~
- ~~d. Temporary delay (partial or total) of the proposed project for up to two years to coordinate with planned public improvements. In no instance may a project be delayed more than two years based on negative findings of a TIA. If all planned public improvements have been constructed in the area, there shall be no cause for delay in approval of the project based upon the TIA.~~
- ~~e. Any other measures deemed appropriate to mitigate negative traffic impacts.~~

3.1405 Administration Appeals

~~The Planning & Zoning Commission shall be responsible for administering the TIA requirements of the Zoning Ordinance. The Planning & Zoning Commission shall also be responsible for:~~

- ~~1. Reviewing and proposing to the City Council amendments to all TIA requirements and procedures.~~
- ~~2. Reviewing all TIAs submitted in conjunction with zoning and site plan applications.~~
- ~~3. Reporting to the City Council their finding of traffic impacts and, if appropriate, recommended methods of mitigation.~~

~~Applicants may request City Council reconsideration of a TIA and the findings of the Planning & Zoning Commission in conjunction with an appeal of a site plan, as provided for in Section 5.800 (Appeals). Unless a majority of the City Council votes in favor of reconsidering the TIA, discussion shall be limited to the findings of the Planning & Zoning Commission.~~

Zoning Case 2010-16

An Ordinance of the City of Plano, Texas, amending Section 3.1400 (Traffic Impact Analysis) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to traffic impact analysis; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 7th day of December, 2010, for the purpose of considering a change in the Zoning Ordinance; 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 7th day of December, 2010; and

WHEREAS, the City Council is of the opinion and finds that such change 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. Section 3.1400 (Traffic Impact Analysis) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such section to read in its entirety as follows:

3.1400 Traffic Impact Analysis

3.1401 Introduction

This section establishes requirements and procedures pertaining to traffic impact analysis (TIA). These requirements are intended to inform the applicant of the city's expectations, expedite the city staff's review process of TIA reports, provide standard criteria for evaluating development proposals, and establish equitable mitigation and cost sharing policies.

A TIA is intended to develop public/private partnerships to coordinate land use and transportation facility development. Both the City of Plano and the land developer share in the responsibility to consider all reasonable solutions to identified transportation problems.

TIAs must be performed as part of the site plan process with the goal of identifying the relationship between land use and transportation needs. The site plan process, as described in Article 5 (Site Plan Review), is a multi-step land development approval process that includes a series of three plans, a concept plan, preliminary site plan, and site plan.

3.1402 Applicability

1. Purpose

A TIA, at the time of site plan approval, is intended to define the immediate impacts of the proposed development and any necessary transportation improvements (public or private) required to ensure a satisfactory level of service on all affected thoroughfares. A site plan TIA is designed to mitigate traffic impacts by optimizing roadway capacity, access design, and traffic control. A TIA may not be used to deny development permitted by zoning, nor shall it be used to modify road design contrary to the Comprehensive Plan or to the Thoroughfare Standards Ordinance. Specific improvements to the existing roadways consistent with the Thoroughfare Plan may be needed to gain approval of site plan proposals. Timing of and cost sharing agreements for the construction of offsite improvements also may be considered.

2. Goal

The goal of this study is to review a specific development of known size and use and to determine the effect of that use on the existing roadway system by analyzing existing traffic volumes and existing roadway configurations. This process ensures that the roadway system is adequate to accommodate the proposed use.

3. Requirements

The TIA process shall be required simultaneous with the site plan approval process for projects generating 8,000 trips per day or greater. A TIA is typically required with the submission of the preliminary site plan; however, the city may require the TIA to be submitted with a concept plan or site plan due to project phasing. It is the responsibility of the applicant to demonstrate that a TIA is not required. Recommendations shall be made for mitigation measures necessary to ensure efficient traffic flow around the proposed site (as based on intersection and roadway levels of service) on all preliminary site plans and/or site plans. Site plan applications as defined herein, not containing TIAs will be judged incomplete and shall not be forwarded to the Planning & Zoning Commission for action.

3.1403 Definitions

Term	Definition
Trip Generation Rates	The city's criteria for trip generation for various categories of land use and density shall be those set forth in the latest edition of the trip generation informational report published by the Institute of Transportation Engineers (ITE) unless the proposed use does not have a corresponding rate in the Trip Generation Manual. Alternate trip generation rates shall not be accepted for site plans but shall instead be adopted for citywide use on the basis of a general study of local conditions.
Design Year	The design year is the point in time upon which assumptions pertaining to land use, population, employment, and transportation facilities are based. All site plan analysis shall use a design year based on the expected date of project occupancy.
Base Volumes	Base volumes for site plans shall be based on current traffic counts adjusted to the expected date of project occupancy. When available, all base data shall be supplied by the city's Transportation Division. In all cases when ground counts are needed and are not available, the developer or his agent shall be required to collect such data.
Level of Service (LOS)	LOS is a measure of the level of congestion experienced on roadways. The desirable minimum LOS of the City of Plano is Level of Service D in the peak hour. LOS shall be measured of both link and intersection operations.

Thoroughfare Plan	The official City of Plano Thoroughfare Plan, including all routes designated as a Type F collector facility or higher.
Community Investment Program (CIP)	A five year schedule and funding program of all approved and committed transportation improvements.

3.1404 Methodology

Pre-application consultation with the Planning and Transportation Divisions staff is required. Details of the required analysis will be determined at this meeting. In certain instances, traffic from other approved but not built developments may have to be included in traffic assignments. Staff may also require specific assumptions to be altered to match local conditions. Peak hour analysis may be directed to reflect the peak 15 minutes for certain types of land use. All of these issues will be addressed at the pre-application meeting.

The following procedures shall be followed in preparing site plan traffic impact analysis studies:

1. Site Plan TIA Content

a. Study Area

A map(s) shall be included delineating the TIA study area and all existing and planned streets therein. The study area shall be a minimum of a one mile radius, which may be increased depending upon the amount of traffic generated by the proposed development as determined by the city's Transportation Division.

b. Existing Zoning and Development

Describe existing zoning including land area (gross and net) by zoning classification, including density figures expressed as FAR, square footage, number of hotel rooms, dwelling units, etc. Also, describe any existing development onsite and how it will be affected by development proposals.

c. Thoroughfare Network

Describe existing thoroughfares, signals and signal phasing, and traffic volumes within the study area.

d. Proposed Development

Describe the proposed development including land area (gross and net) and density figures expressed by FAR, square footage, number of hotel rooms, dwelling units, etc. Also describe roadway conditions as expected by date of occupancy. Improvements shown must be funded within the Community Investment Program or proposed for development at the developer's expense to be repaid by the city in accordance with the city's cost sharing policies as funds become available as required by the city's Subdivision Ordinance. Roadway capacities at study date shall be indicated.

e. Impact Determination

Determine the level of service for all thoroughfares and intersections in the study area. The analysis shall contain the following minimum information:

i. Proposed Trip Generation

Calculate total trip generation by use (assuming full development and occupancy) and report any reductions for passerby, mixed use, etc., as permitted by generation rates. Show trip generation by use in tabular form with land use trip generation rates and trips generated.

ii. Trip Distribution and Assignment

Trips generated by the proposed development are to be added to the base volumes projected for the design year. Peak hour volumes must be calculated. Distribution assumptions and assignment calculations must be provided.

iii. Level of Service Analysis

Show in tabular form 24-hour and peak-hour V/C ratios for links and intersections within the study area. Analyze all points of ingress and egress, median breaks, and turn lanes associated with the proposed site.

iv. Conclusions

Provide a summary of points of conflict and congestion. Identify all thoroughfare links or intersections exceeding a Level of Service D and the percent increase in total traffic produced by the proposed site plan. Identify any operational problems (e.g., drives, median openings, and signalization) within 500 feet of the site.

f. Mitigation

Traffic levels exceeding Level of Service D, where the development is contributing five percent or more of the total trips should be mitigated if possible. Mitigation measures are limited to the following:

- i. Requirements in addition to those provided in the Thoroughfare Standards Ordinance relating to driveway and median opening location design and distance between drives.
- ii. Onsite improvements including access controls and site circulation adjustments.
- iii. Offsite improvements including the construction of additional lanes where the surrounding thoroughfares are not fully developed or intersection improvements where the surrounding area is approaching full development. Costs for offsite improvements that are consistent with the Thoroughfare Plan shall be repaid by the city in accordance with its cost sharing policies, as funds become available as required by the city's Subdivision Ordinance. Offsite improvements must be consistent with the Thoroughfare Plan and are subject to the availability of right-of-way and other design constraints as determined by the City Engineer.

2. Planning & Zoning Commission Report

The Planning & Zoning Commission shall make a finding on all TIA studies reviewed in conjunction with site plans that based upon the TIA, the thoroughfares can accommodate anticipated traffic volumes at an acceptable level of service.

Where identified impacts cannot be adequately mitigated by the date of occupancy, the Planning & Zoning Commission shall recommend one or more of the following actions:

- a. Amendment of the CIP to expedite construction of needed related public improvements.
- b. Changes in intersection design, signal systems, etc. to increase capacity.

3.1405 Appeals

Applicants may request City Council reconsideration of a TIA and the findings of the Planning & Zoning Commission in conjunction with an appeal of a site plan, as provided for in Section 5.800 (Appeals).

Section II. 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 III. 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 IV. Any person, firm or corporation found to be violating any term or provision of this Ordinance, 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 V. 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 VI. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 7TH DAY OF DECEMBER, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

DATE: November 16, 2010
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of November 15, 2010

**AGENDA ITEM NO. 7A - PUBLIC HEARING
ZONING CASE 2010-19
APPLICANT: ACRES OF SUNSHINE**

Request for a Specific Use Permit for Electrical Substation on 6.3± acres located on the east side of Communications Parkway, 1,100± feet north of Windhaven Parkway. Zoned Regional Employment/Dallas North Tollway Overlay District.

APPROVED: 8-0 **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: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: December 7, 2010 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BM/dc

xc: Owen Haggard, Acres of Sunshine
Sarah Williamson, Kimley-Horn and Associates, Inc.
Cliff Bormann, Asst. Building Official

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 15, 2010

Agenda Item No. 7A

Public Hearing: Zoning Case 2010-19

Applicant: Acres of Sunshine

DESCRIPTION:

Request for a Specific Use Permit for Electrical Substation on 6.3± acres located on the east side of Communications Parkway, 1,100± feet north of Windhaven Parkway. Zoned Regional Employment/Dallas North Tollway Overlay District.

REMARKS:

The requested zoning is a Specific Use Permit (SUP) for an electric substation. A preliminary site plan accompanies this request (Agenda Item 7B). The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established. The property is currently zoned Regional Employment (RE). The RE district is intended to provide for office and limited manufacturing uses that are consistent with the regional status of certain tollways and expressways serving Plano and surrounding communities. Electrical substations require approval of an SUP within the Regional Employment zoning district.

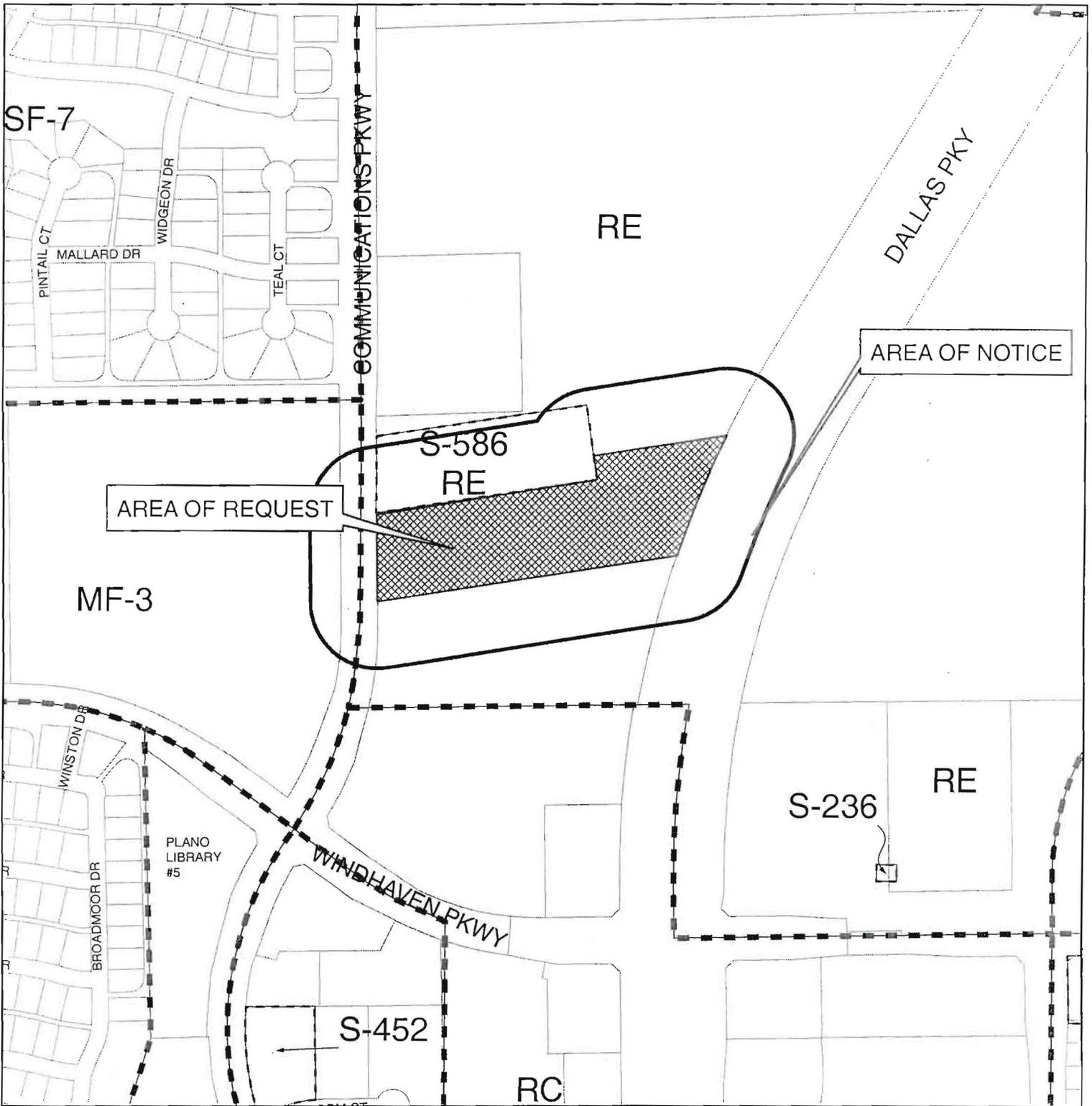
The applicant is proposing an electrical substation on the south side of the existing electrical substation. The applicant plans to connect the proposed electrical substation to the existing electrical substation to the north, in order to receive electrical power from the transmission power lines that are above the existing electrical substation. The proposed electrical substation is needed to serve and accommodate existing and anticipated growth in this area of the city. Attached, please find detailed information from the applicant about the proposed electrical substation.

The property is 6.3± acres. The applicant is proposing to locate the electrical substation equipment on the eastern portion of the site, approximately 320± feet to the east of Communications Parkway and 190± feet to the west of Dallas North Tollway. The electrical substation will consist of various equipment with varying heights, the tallest of which is approximately 100 feet, and is a communication tower. The purpose for the 100-foot tall tower is for communicating with other substations owned by the same electric company. Otherwise the rest of the equipment on the site is at lower heights. As depicted on the companion preliminary site plan, the applicant is proposing to screen

the site with an eight-foot tall masonry screening wall and landscaping. Ornamental trees and shrubbery are proposed along the outside of the entire masonry screening wall. Additional trees, shrubs and berms are proposed along Communications Parkway and the Dallas North Tollway.

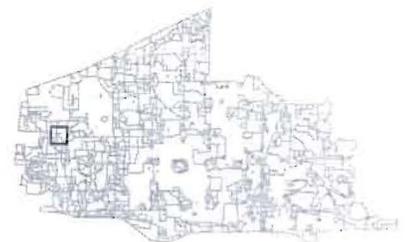
RECOMMENDATION:

Recommended for approval as submitted.



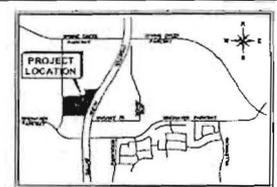
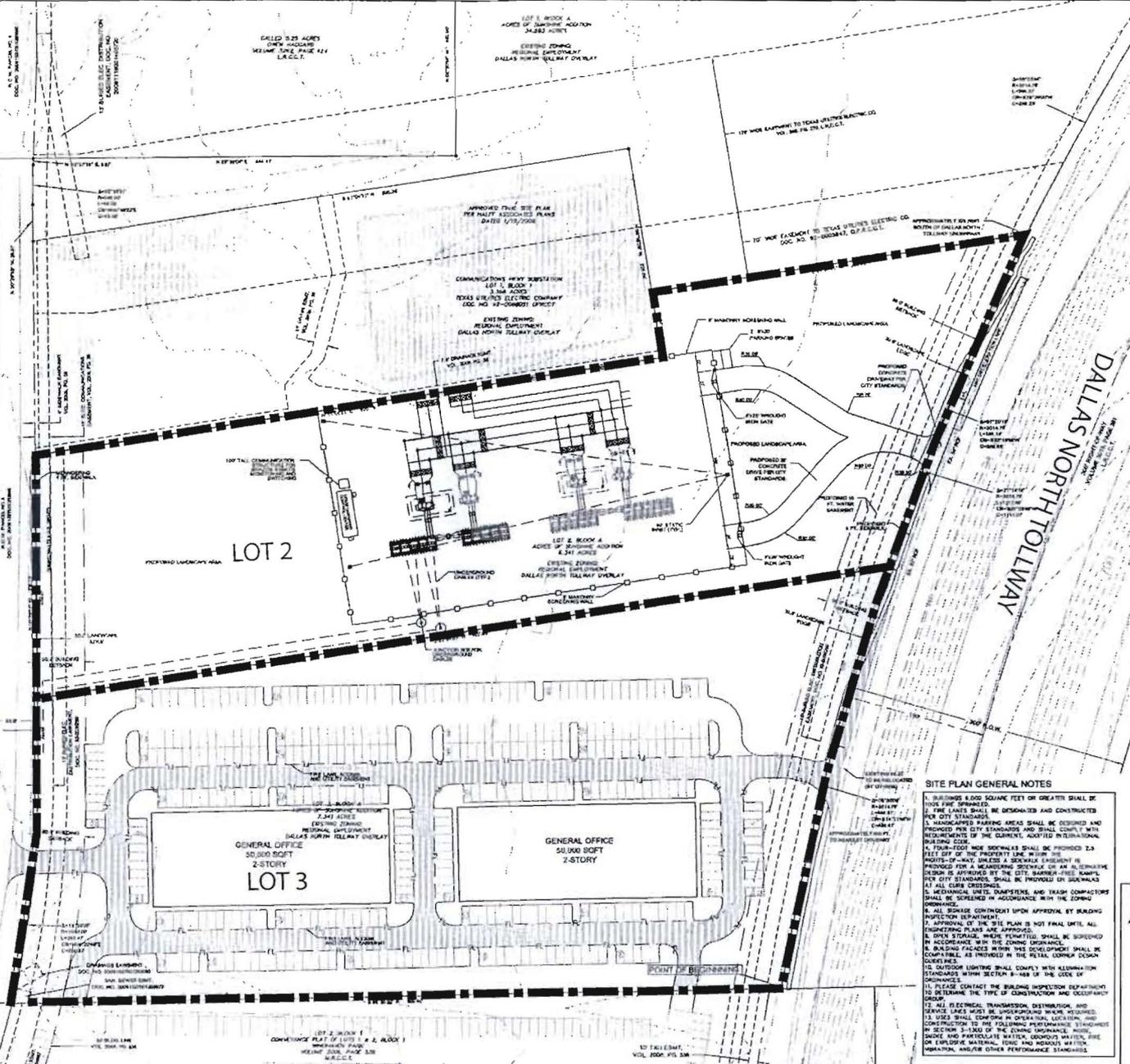
Zoning Case #: 2010-19

Existing Zoning: REGIONAL EMPLOYMENT/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT

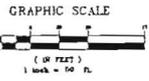


○ 200' Notification Buffer

COMMUNICATIONS PKWY



VICINITY MAP
N.T.S.



ITEM	Lot 2
GENERAL SITE DATA	
Parcel (from zoning ordinance)	Regional Employment with
Land Use (from zoning ordinance)	Other North Tollway Corridor
Lot Area (SF and AC)	274,700 SF, 7.93 AC
Building Footprint Area (SF)	N/A
Lot Building Area (SF)	N/A
Building Height (if shown)	N/A
Lot Coverage (percent/AC)	N/A
Floor Area Ratio (ratio/AC)	N/A
PARKING	
Parking Ratio (from zoning ordinance)	N/A
Required Parking (if shown)	N/A
Proposed Parking (if shown)	0
Assessable Parking Ratio (if shown)	0
Assessable Parking (if shown)	0
Parking to 1,000 sq ft of Assessed Parking (if shown)	0
LANDSCAPE AREA (including turf areas)	
Landscaping Area (from zoning ordinance)	13,000
Required Turf Landscaping Area (including turf landscaping) (SF)	N/A
Additional Turf Landscaping Area (from zoning ordinance)	N/A
Other Landscaping Area (including turf areas)	104,229 SF
Construction Area (SF)	N/A
TOTAL LANDSCAPE AREA (SF)	117,229 SF
PERMISSIBLE AREA (not including landscaping or turf areas)	
Permissible Footprint (SF)	107,782 SF
Other Permissible Area within the lot not including landscaping or turf areas (SF)	0 SF
TOTAL PERMISSIBLE AREA (SF)	107,782 SF
IMPERVIOUS AREA	
Building Footprint Area (SF)	0 SF
Area of Sealed Pavement & other impervious flatwork (SF)	1,479 SF
Other Impervious Area (SF)	0 SF
TOTAL IMPERVIOUS AREA (SF)	1,479 SF
Area of Total Landscaping Area + Total Permissible Area + Total Impervious Area (SF)	276,710 SF
Lot Area (SF) Impervious Area Ratio	N/A
RELIABLE IMPERVIOUS AREA (SF)	1,479 SF

THE OWNER IS REQUESTING A VARIANCE FOR ONE POINT OF ACCESS INSTEAD OF THE REQUIRED TWO POINTS OF ACCESS. SINCE OPERATIONAL, THE ELECTRICAL SUBSTATION WILL BE HOSTED APPROXIMATELY 1/4 MILE BY 364222 ELECTRIC PERSONNEL TO CHECK THE SUBSTATION.

- SITE PLAN GENERAL NOTES**
1. BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE TRUCK FIRE SPRINKLED.
 2. FIRE LANTS SHALL BE DEMONSTRATED AND CONSTRUCTED PER CITY STANDARDS.
 3. UNDEVELOPED PARKING AREAS SHALL BE DEMONSTRATED AND CONSTRUCTED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
 4. FOUR-FOOT WIDE SIDEWALKS SHALL BE PROVIDED 2.5 FEET OFF OF THE PARCELS LINE, IN BOTH DIRECTIONS. SIDEWALKS SHALL BE CONSTRUCTED PER CITY STANDARDS. SIDEWALKS SHALL BE PROVIDED ON SIDEWALKS PER CITY STANDARDS.
 5. SEWAGEAL UNITS, DUMPSTERS, AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 6. ALL SCREENS CONTAINMENT UPON APPROVAL BY BUILDING INSPECTION DEPARTMENT.
 7. APPROVAL OF THIS SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
 8. OPEN SPACE, WALKING PATHS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 9. BUILDING FACADES IN THIS DEVELOPMENT SHALL BE COMPLETED AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
 10. OUTDOOR LIGHTING SHALL COMPLY WITH ALLENHARTON STANDARDS WITHIN SECTION 8.4.4.4 OF THE ZONING ORDINANCE.
 11. PLEASE CONTACT THE BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY CODES.
 12. ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND UNLESS OTHERWISE SPECIFIED.
 13. USE SHALL COMPLY WITH OPERATIONAL, LOCATION, AND CONSTRUCTION OF THE ZONING ORDINANCE, INCLUDING CONCERN TO THE ZONING ORDINANCE.

**PRELIMINARY SITE PLAN AND CONCEPT PLAN
ACRES OF SUNSHINE ADDITION
LOTS 2 & 3, BLOCK A**
BEING 13.682 ACRES
SITUATED IN THE
HENRY B. MILLER, SURVEY, ABSTRACT NO. 614
CITY OF PLANO, COLLIN COUNTY, TEXAS
DATE: NOVEMBER 9, 2010

OWNER:
Acres of Sunshine, Inc.
2000 East Plano Road, Suite 100
Plano, TX 75074
Tel: No. 972.775.1000
Fax: No. 972.775.1000
Contact: Chris Nguyen

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
12000 West Loop South, Suite 1000
Dallas, Texas 75240
Tel: No. 972.775.1000
Fax: No. 972.775.1000
Contact: Bill Hester

**Kimley-Horn
and Associates, Inc.**
12000 West Loop South, Suite 1000
Dallas, Texas 75240
Tel: No. 972.775.1000
Fax: No. 972.775.1000
Contact: Bill Hester

ACRE OF SUNSHINE ADDITION
NORTH OF WINDHAY PARKWAY
COLLIN COUNTY, TEXAS

PRELIMINARY SITE PLAN
AND CONCEPT PLAN

Scale:	AS SHOWN
Drawn by:	CHN
Checked by:	CHN
Date:	11/09/2010

SHEET

Zoning Case 2010-19

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 606 so as to allow the additional use of Electrical Substation on 6.3± acres of land out of the Henry B. Miller Survey, Abstract No. 614, located on the east side of Communications Parkway, 1,100± feet north of Windhaven Parkway, in the City of Plano, Collin County, Texas, presently zoned Regional Employment/Dallas North Tollway Overlay District; 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 7th day of December, 2010, for the purpose of considering granting Specific Use Permit No. 606 for the additional use of Electrical Substation on 6.3± acres of land out of the Henry B. Miller Survey, Abstract No. 614, located on the east side of Communications Parkway, 1,100± feet north of Windhaven Parkway, in the City of Plano, Collin County, Texas, presently zoned Regional Employment; 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 7th day of December, 2010; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 606 for the additional use of Electrical Substation on 6.3± acres of land out of the Henry B. Miller Survey, Abstract No. 614, located on the east side of Communications Parkway, 1,100± feet north of Windhaven Parkway, in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 606 for the additional use of Electrical Substation on 6.3± acres of land out of the Henry B. Miller Survey, Abstract No. 614, located on the east side of Communications Parkway, 1,100± feet north of Windhaven Parkway, in the City of Plano, Collin County, Texas, presently zoned Regional Employment, 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 person, firm or corporation found to be violating any term or provision of this Ordinance, 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 7TH DAY OF DECEMBER, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ZONING CASE 2010-19

BEING a 6.340 acre tract of land located in the Henry B. Miller Survey, Abstract No. 614, Collin County, Texas, and being a part of the remainder of a called 121.2 acre tract described in the Special Warranty Deed, bill of sale, and assignment to Acres of Sunshine, Ltd., dated August 7, 1998, as recorded August 11, 1998, in Volume 4227, Page 827, as document No. 98-0087482, Official Public Record, Collin County, Texas, said 6.340 acre portion being further described by metes and bounds as follows:

BEGINNING at a one-half inch diameter iron rod found (bent) at the southeast corner of a called 3.368 acre tract described in the correction warranty deed to Texas Utilities Electric Company dated January 20, 1992, as recorded December 14, 1992, as Document No. 92-0088051, said records, said beginning point being the reentrant corner in the north boundary line of the herein described 6.340 acre tract;

THENCE North 08° 58' 45" West with the east boundary line of said 3.368 acre Texas Utilities Tract, 70.04 feet to a three-quarter inch diameter iron rod with a two inch diameter aluminum cap stamped "Brazos Electric-Boundary" set for corner, from said point a one-half inch diameter iron rod with a yellow plastic cap stamped "Halff Assoc" found at the northeast corner of said 3.368 acre Texas Utilities Tract bears North 08° 58' 45" West at 155.00 feet;

THENCE North 81° 04' 05" East departing said east boundary line, 399.49 feet to a three-quarter inch diameter iron rod with a two inch diameter aluminum cap stamped "Brazos Electric-Boundary" set for the northeast corner of the herein described tract located in the west right-of-way line of the Dallas North Tollway, a public right-of-way of 300 feet in width according to the Dedication and General Warranty Deed to the City of Plano, Texas, as recorded March 16, 1989, in Volume 3019 Page 391, said Official Public Records, from said point a one inch diameter iron rod found at a point of curvature in said right-of-way bears North 28° 29' 05" East at 266.26 feet;

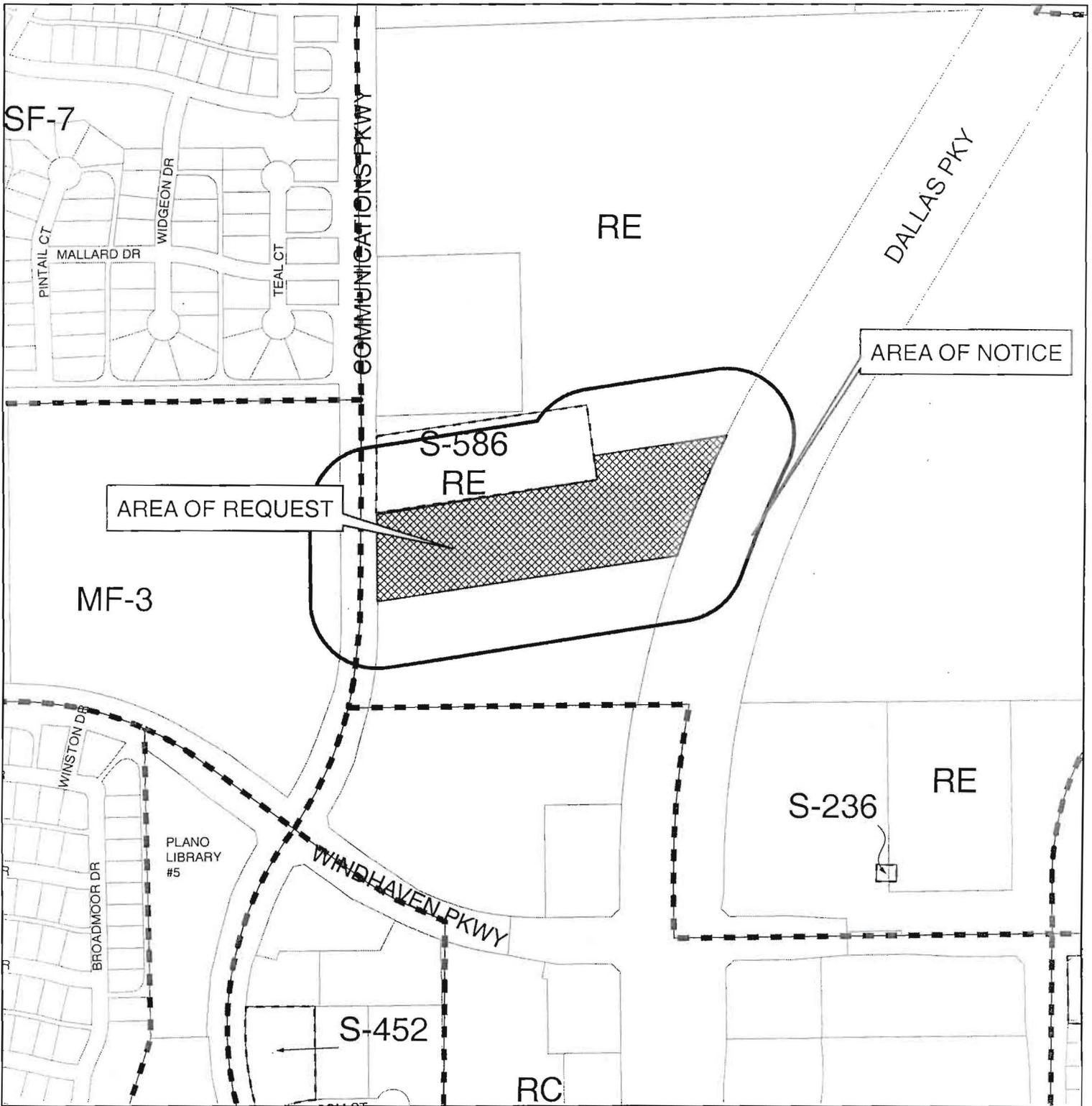
THENCE southerly with a curve to the left having a radius of 3,015.06 feet (deed call is 3,014.79 feet), through a central angle of 07° 20' 19", a total arc distance of 386.18 feet (chord bears South 22° 17' 05" West, 385.91) to a three-quarter inch diameter iron rod with a two-inch diameter aluminum cap stamped "Brazos Electric-Boundary" set at the southeast corner of the herein described tract, from said point a one-half inch diameter iron rod with a yellow plastic cap stamped "Jacobs" found in the south boundary line of said 121.2 acre Acres of Sunshine tract bear South 14° 11' 55" West at 464.46 feet;

THENCE South 81° 04' 05" East departing said west right-of-way line of the Dallas North Tollway, 906.94 feet to a three-quarter inch diameter iron rod with a two inch diameter aluminum cap stamped "Brazos Electric-Boundary" set for the southwest corner of the herein described tract located in the east right-of-way line of Communication Way, a public right-of-way of 110 feet in width, according to the Special Warranty Deed to the City of Plano recorded as document No. 20081027001263950,

said records, from said point, a one-half inch diameter iron rod with a yellow plastic cap stamped "Jacobs" found in the south boundary line of said 121.2 acre Acres of Sunshine tract bears $04^{\circ} 46' 50''$ West at 325.75 feet;

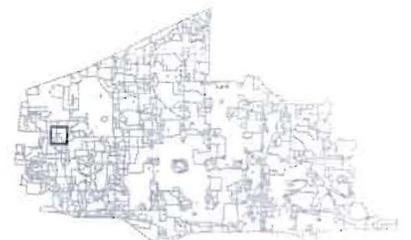
THENCE North $00^{\circ} 28' 10''$ West with said East right-of-way line, 262.86 feet to a three-quarter inch diameter iron rod with a two-inch diameter aluminum cap stamped "Brazos Electric-Boundary" set for the northwest corner of the herein described tract said point also being the southwest corner of said 3.368 acre Texas Utilities Tract;

THENCE North $81^{\circ} 04' 05''$ East departing said east right-of-way line, and with the south boundary line of said 3.368 acre Texas Utilities Tract, 668.82 feet (Texas Utilities Deed Call is North $81^{\circ} 38' 25''$ East, 668.75 feet) to the PLACE OF BEGINNING and CONTAINING 6.340 acres of land as surveyed on the ground by Brazos Electric Power Cooperative, Inc., in the month of February, 2010.

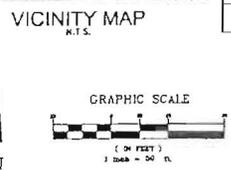
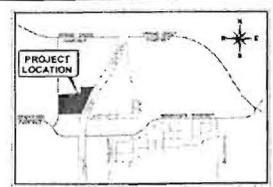
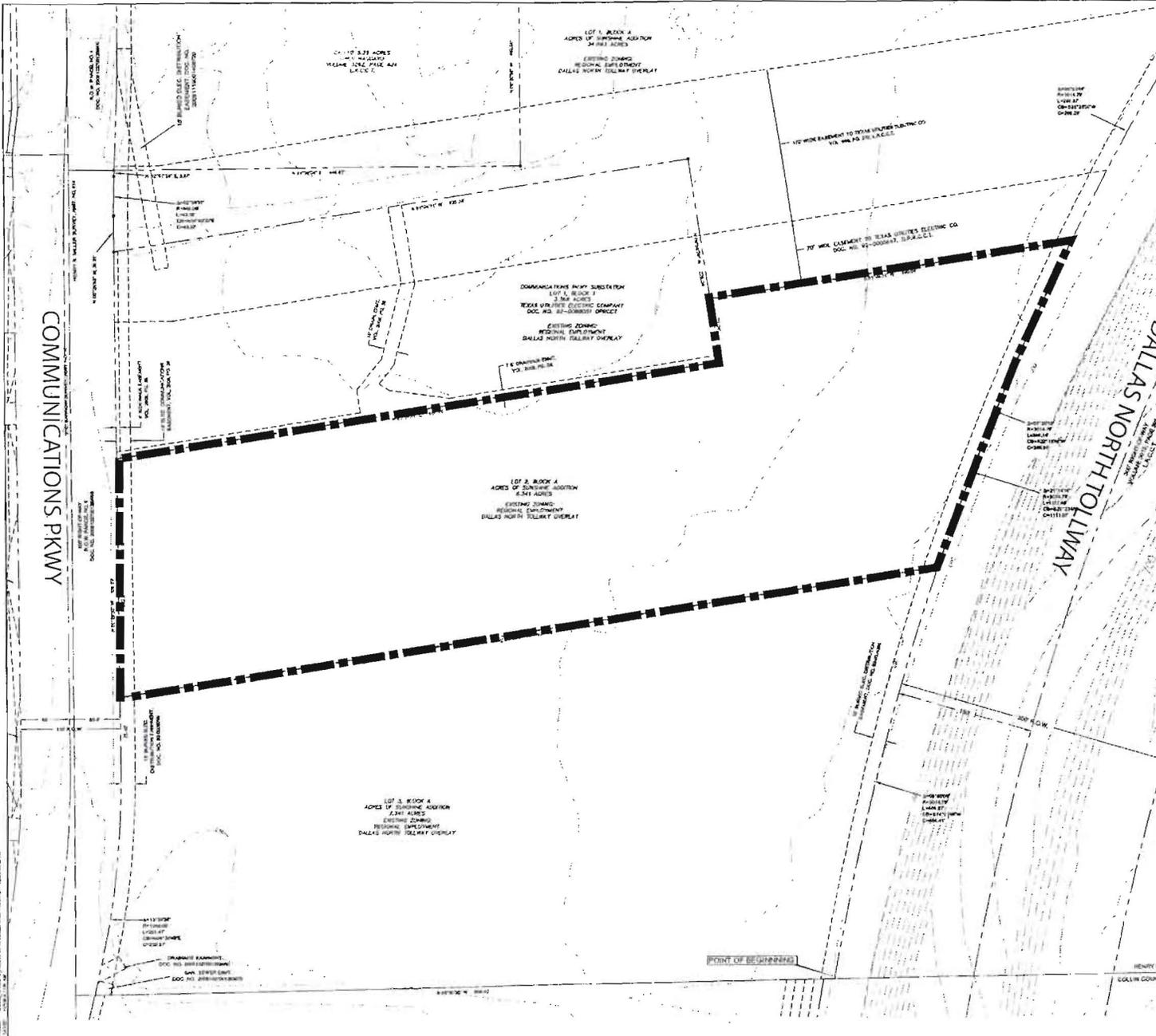


Zoning Case #: 2010-19

Existing Zoning: REGIONAL EMPLOYMENT/
DALLAS NORTH TOLLWAY OVERLAY DISTRICT



○ 200' Notification Buffer



LEGAL DESCRIPTION
 6.341 ACRES
 BEING A TRACT OF LAND SITUATED IN THE HENRY B. MILLER SURVEY, ABSTRACT NO. 814 CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A CALLED THE HENRY B. MILLER TRACT OF LAND SITUATED IN THE CITY OF PLANO, TEXAS, AS SHOWN IN A SPECIAL SURVEY BEING PART OF SAID HENRY B. MILLER SURVEY AS RECORDED IN VOLUME 422, PAGE 87 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4-INCH WIDEON ELECTRIC COMPANY (ELECTRIC) RIGHT-OF-WAY LINE ON THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF COMMUNICATIONS PARKWAY SUBDIVISION, LOT 1, BLOCK 1, AN ACRES IN ADDITION TO THE CITY OF PLANO, TEXAS, ACCORDING TO THE MAP OR PLAN OF SUBDIVISION BEING RECORDED IN VOLUME 422, PAGE 87 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, SAID HENRY B. MILLER TRACT BEING ON THE EAST SOUTHWEST CORNER OF COMMUNICATIONS PARKWAY, A 100-FOOT WIDE RIGHT-OF-WAY AS DESCRIBED IN A SPECIAL SURVEY BEING RECORDED IN VOLUME 422, PAGE 87 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 89°57'30" WEST, CORNERING THE EAST RIGHT-OF-WAY LINE OF SAID COMMUNICATIONS PARKWAY AND BEING THE WEST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 66.17 FEET TO A 10-FOOT WIDE RIGHT-OF-WAY FOR THE MULTIPURPOSE UPRON OF SAID LOT 1;

THENCE NORTH 89°57'30" WEST, CORNERING THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 66.17 FEET TO A 10-FOOT WIDE RIGHT-OF-WAY FOR THE MULTIPURPOSE UPRON OF SAID LOT 1;

THENCE NORTH 89°57'30" WEST, CORNERING THE EAST LINE OF SAID LOT 1, BLOCK 1, A DISTANCE OF 66.17 FEET TO A 10-FOOT WIDE RIGHT-OF-WAY FOR THE MULTIPURPOSE UPRON OF SAID LOT 1;

THENCE IN A SOUTHWEST DIRECTION, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID DALLAS NORTH TOLLWAY AND ALONG THE RIGHT-OF-WAY LINE TO THE CITY, THROUGH A CORNER, AND A DISTANCE OF 3,214.28 FEET, A CORNER BEARING OF NORTH 89°57'30" WEST, A CORNER BEARING OF 90°00'00" WEST AND A DISTANCE OF 3,214.28 FEET TO A 3/4-INCH WIDEON ELECTRIC COMPANY (ELECTRIC) RIGHT-OF-WAY LINE;

THENCE NORTH 89°57'30" WEST, CORNERING THE WESTERLY RIGHT-OF-WAY LINE OF SAID DALLAS NORTH TOLLWAY, A DISTANCE OF 3,214.28 FEET TO A 3/4-INCH WIDEON ELECTRIC COMPANY (ELECTRIC) RIGHT-OF-WAY LINE FOR A CORNER ON THE EAST RIGHT-OF-WAY LINE OF SAID COMMUNICATIONS PARKWAY;

THENCE NORTH 89°57'30" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COMMUNICATIONS PARKWAY, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.341 ACRES (63,410 SQ. FT.) OF LAND, MORE OR LESS.

BEARING BASED UPON THE CITY OF PLANO CONTROL, MEASUREMENTS, EXTENSIONS AND STATIONS ON THE SURFACE AND UNDER MEASUREMENT. THE DISTANCES ARE SURFACE MEASUREMENTS.

APPROVAL OF THE ZONING BOARD ASSOCIATED WITH THE ZONING BOARD SHALL NOT APPLY
 APPROVAL OF ANY APPLICABLE CITY, PLAN, OR PLAN APPROVAL DEVELOPMENT
 STANDARDS BOARD, OR THE CITY OF PLANO, SHALL NOT APPLY TO THIS PROJECT.
 PLANNING AND ZONING COMMISSION AND CITY COUNCIL ACTION REQUIRED PRIOR
 TO THE COMMENCEMENT OF CONSTRUCTION OF THIS PROJECT SHALL BE DEPENDENT ON
 THE ACTION OF THE CITY OF PLANO ON THIS PROJECT.

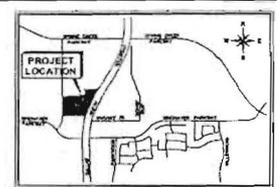
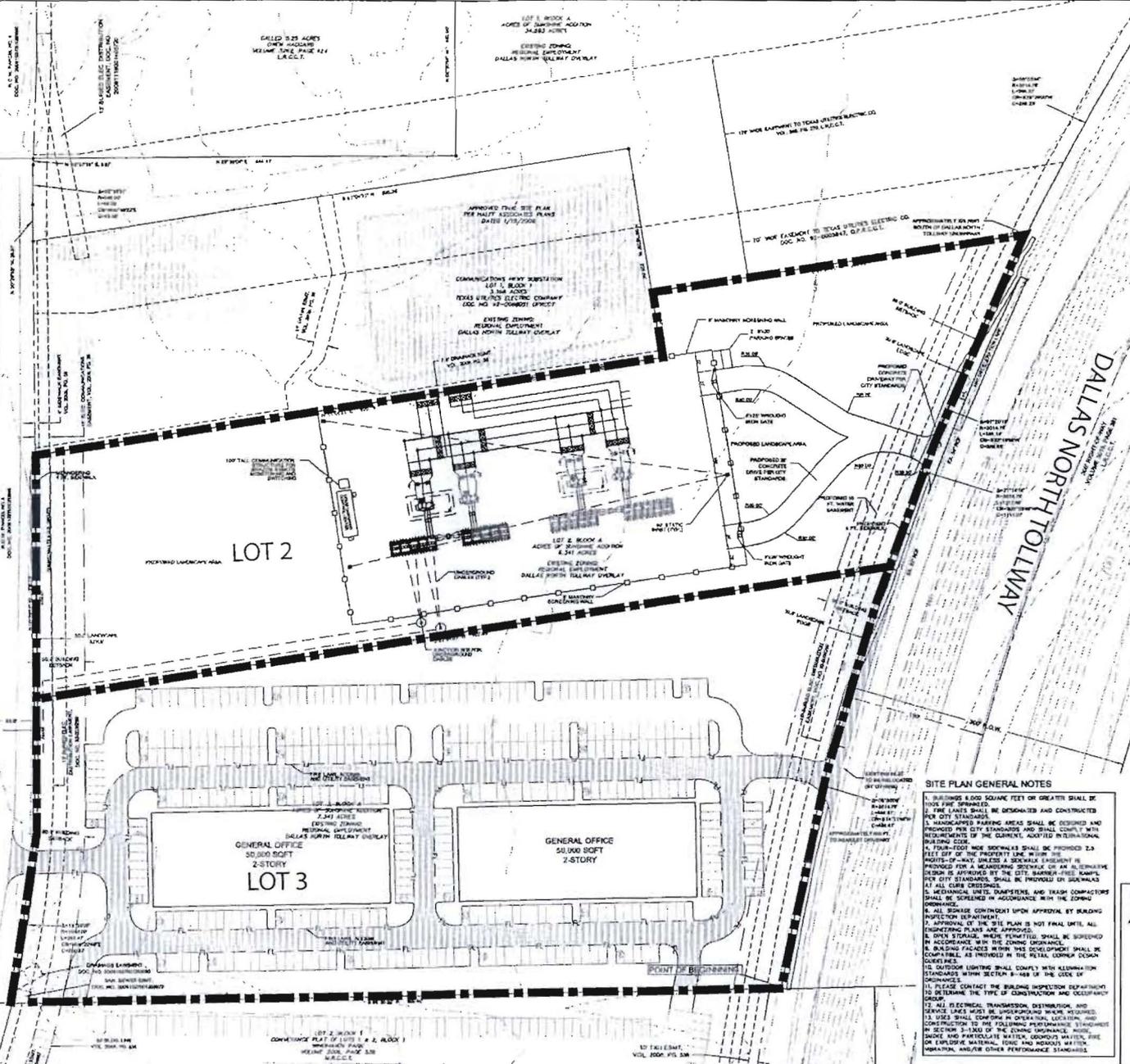
**ZC-2010-19
 SPECIAL USE PERMIT
 ACRES OF SUNSHINE ADDITION
 LOT 2, BLOCK A
 BEING 6.341 ACRES
 SITUATED IN THE
 HENRY B. MILLER SURVEY, ABSTRACT NO. 814
 CITY OF PLANO, COLLIN COUNTY, TEXAS
 DATE - NOVEMBER 9, 2010**

Owner
 Kimley-Horn and Associates, Inc.
 2010 Park Central Drive, Suite 100
 Dallas, Texas 75241
 Tel: 972-342-2222
 Fax: 972-342-2222
 Email: kha@kha.com

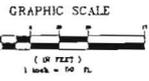
Engineer/Surveyor
 Kimley-Horn and Associates, Inc.
 2010 Park Central Drive, Suite 100
 Dallas, Texas 75241
 Tel: 972-342-2222
 Fax: 972-342-2222
 Email: kha@kha.com

<p>Kimley-Horn and Associates, Inc. ENGINEERING, SURVEYING, ARCHITECTURE, PLANNING, ENVIRONMENTAL SCIENCE, AND LANDSCAPE ARCHITECTURE 2010 PARK CENTRAL DRIVE, SUITE 100, DALLAS, TEXAS 75241 TEL: 972-342-2222 FAX: 972-342-2222 WWW.KHA.COM</p>	<p>ACRE OF SUNSHINE ADDITION DALLAS NORTH TOLLWAY NORTH OF WINDLAVEN PARKWAY COLLIN COUNTY, TEXAS</p>	<p>ZONING EXHIBIT</p>
<p>Sheet No. 1 of 1</p>	<p>Scale: AS SHOWN</p> <p>Drawn by: [Name]</p> <p>Checked by: [Name]</p> <p>Date: 11/09/2010</p>	<p>Sheet No. 1 of 1</p>

COMMUNICATIONS PKWY



VICINITY MAP
N.T.S.



ITEM	Lot 2
GENERAL SITE DATA	
Site Area (from zoning ordinance)	Regional Employment with Office Area (R-2) District
Lot Area (SF and AC)	270,000 SF, 6.20 AC
Building Footprint Area (SF)	N/A
Lot Building Area (SF)	N/A
Building Height (F stories)	N/A
Lot Coverage (Percent/AC)	N/A
Floor Area Ratio (FAR/AC)	N/A
PARKING	
Parking Ratio (from zoning ordinance)	N/A
Required Parking (F spaces)	100
Proposed Parking (F spaces)	100
Accessory Parking (F spaces)	0
Additional Parking (F spaces)	0
Parking to 1 Space of 1100 sq ft of Required Parking (F spaces)	0
LANDSCAPE AREA (including turf areas)	
Landscaped Area (sq ft)	110,000
Required Turf Landscaped Area (sq ft)	N/A
Additional Turf Landscaped Area (sq ft)	N/A
Other Landscaped Area (sq ft)	100,000
Construction Area (SF)	100,000
PERMEABLE AREA (not including landscaping or turf areas)	
Permeable Area (SF)	100,000
Other Permeable Area (SF)	0
IMPERVIOUS AREA	
Building Footprint Area (SF)	100,000
Area of Driveways, Pavement & other Impervious Materials (SF)	100,000
Other Impervious Area (SF)	0
TOTAL IMPERVIOUS AREA (SF)	
Total Impervious Area (SF)	200,000
Total Impervious Area (AC)	4.55
Lot Area (SF)	270,000
Lot Area (AC)	6.20
RELIABLE IMPERVIOUS AREA (SF)	
Reliable Impervious Area (SF)	0

THE OWNER IS REQUESTING A VARIANCE FOR ONE POINT OF ACCESS INSTEAD OF THE REQUIRED TWO POINTS OF ACCESS (ONCE OPERATIONAL, THE ELECTRICAL SUBSTATION WILL BE HOSTED APPROXIMATELY 1/4 MILE BY 360-4200 ELECTRIC PERSONNEL TO SERVE THE SUBSTATION).

- SITE PLAN GENERAL NOTES**
1. BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE TRUCK FIRE SPRINKLED.
 2. FIRE LANTS SHALL BE DEMONSTRATED AND CONSTRUCTED PER CITY STANDARDS.
 3. UNDEVELOPED PARKING AREAS SHALL BE DEMONSTRATED AND CONSTRUCTED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
 4. FOUR-FOOT WIDE SIDEWALKS SHALL BE PROVIDED 2.5 FEET OFF OF THE PROPERTY LINE, IN BOTH DIRECTIONS FROM ALL BUILDINGS, SIDEWALKS OR AN ALTERNATIVE DESIGN AS APPROVED BY THE CITY ENGINEER. SIDEWALKS PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS 10 FEET WIDE OR GREATER.
 5. SEWAGEAL UNITS, DUMPSTERS, AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 6. ALL SCREENS COMPLIANT WITH APPROVAL BY BUILDING INSPECTION DEPARTMENT.
 7. APPROVAL OF THIS SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
 8. OPEN SPACE, WALKING PATHS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 9. BUILDING FACADES IN THIS DEVELOPMENT SHALL BE COMPLETED AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
 10. OUTDOOR LIGHTING SHALL COMPLY WITH ALTERNATION STANDARDS WITHIN SECTION 8.4.4.4 OF THE ZONING ORDINANCE.
 11. PLEASE CONTACT THE BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY CODES.
 12. ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND UNLESS OTHERWISE SPECIFIED.
 13. USE SHALL COMPLY WITH OPERATIONAL, LOCATION, AND CONSTRUCTION OF THE ZONING ORDINANCE, INCLUDING SIGNAGE AND PARTICULATE MATTER, SOUND, AND VIBRATION, AND OTHER PERFORMANCE STANDARDS.

**PRELIMINARY SITE PLAN AND CONCEPT PLAN
ACRES OF SUNSHINE ADDITION
LOTS 2 & 3, BLOCK A**
BEING 13.682 ACRES
SITUATED IN THE
HENRY B. MILLER, SURVEY, ABSTRACT NO. 614
CITY OF PLANO, COLLIN COUNTY, TEXAS
DATE: NOVEMBER 9, 2010

OWNER:
Acres of Sunshine, Inc.
2000 East Plano, Suite 100
Plano, TX 75075
Tel: No. 972.775.1000
Fax: No. 972.775.1000
Contact: Chris Nguyen

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
12000 West Loop South, Suite 1000
Dallas, Texas 75240
Tel: No. 972.775.1000
Fax: No. 972.775.1000
Contact: Bill Williams

**Kimley-Horn
and Associates, Inc.**
12000 West Loop South, Suite 1000
Dallas, Texas 75240
Tel: No. 972.775.1000
Fax: No. 972.775.1000
Contact: Bill Williams

ACRE OF SUNSHINE ADDITION
NORTH OF WINDHAY PARKWAY
COLLIN COUNTY, TEXAS

PRELIMINARY SITE PLAN
AND CONCEPT PLAN

Scale:	AS SHOWN
Drawn by:	CHN
Checked by:	CHN
Date:	11/09/10
Project No.:	100000000

SHEET